

To,
 MahaRERA
 Maharashtra Real Estate Regulatory Authority,
 Housefin Bhavan, 6th and 7th Floor,
 E Block, Bandra Kurla Complex,
 Bandra (East), Mumbai 400 051.

LEGAL TITLE REPORT

Dear Sir,

Re: Title clearance certificate with respect to all those pieces and parcels of land admeasuring 66,803 square meters or thereabouts in aggregate (16.50 Acres approximately) situated at Village Manjri Budruk, Taluka Haveli, District Pune (collectively, "VPPL Land").

1. We have investigated the title of the VPPL Land more particularly described hereinbelow on the request of Vypak Properties Private Limited ("Developer" or "VPPL") and have perused the documents listed hereinbelow:

1.1. Description of the VPPL Land:

All those pieces and parcels of land admeasuring 66,803 square meters or thereabouts in aggregate (16.50 Acres approximately) situated at Village Manjri Budruk, Taluka Haveli, District Pune, acquired by Vyapak Properties Private Limited ("VPPL") from Mainad Project (I) Private Limited (formerly known as "Malnad Projects Private Limited") ("MPIPL"), the details of which are as under:

A. Sr No	B. Survey No	C. Total Area (square meters)	D. Area held by MPIPL (square meters)	E. Area acquired by VPPL (square meters)
1.	45/1	13000	12200 ("Land 1")	4881
2.	45/2/2	11600	10600 ("Land 2")	3001
3.	45/3/2	4000	3950 ("Land 3")	850
4.	45/4/2	4100	4050 ("Land 4")	890
5.	45/5	4700	4300 ("Land 5")	1720
6.	45/6	7100	6700 ("Land 6")	2680
7.	45/7/1	7600	6700	2680



A. Sr No	B. Survey No	C. Total Area (square meters)	D. Area held by MPIPL (square meters)	E. Area acquired by VPPL (square meters)
			("Land 7")	
8.	45/8	10200	8600 ("Land 8")	3441
9.	45/9/1	10100	9035 ("Land 9")	3615
10.	45/10	2400	2400 ("Land 10")	1100
11.	45/13/4	4550	4550 ("Land 11")	1820
12.	46/1	10500	9000 ("Land 12")	3601
13.	46/2	4500	3850 ("Land 13")	1540
14.	46/3	4600	3800 ("Land 14")	1520
15.	46/4	8100	7000 ("Land 15")	2800
16.	46/5/1	5500	5500 ("Land 16")	2200
17.	46/6	6000	5500 ("Land 17")	2200
18.	46/7/1	3000	2000 ("Land 18")	1000
19.	46/7/2	9000	9000 ("Land 19")	3601
20.	47/1	11000	8200 ("Land 20")	4588
21.	47/2B/1A	1300	1300 ("Land 21")	650
22.	47/2B/1B	2800	2800 ("Land 22")	1120
23.	47/2B/2	2200	2200 ("Land 23")	1100
24.	47/3A/1	4100	2800 ("Land 24")	1640
25.	47/3A/2	1200	1200 ("Land 25")	600
26.	47/3B/1	3100	3100 ("Land 26")	1240
27.	47/3B/2	2000	2000 ("Land 27")	1000



A.	B.	C.	D.	E.
Sr No	Survey No	Total Area (square meters)	Area held by MPIPL (square meters)	Area acquired by VPPL (square meters)
28.	47/4A	11700	10450 ("Land 28")	5225
29.	47/4B	11600	9000 ("Land 29")	4500
	Total	185550	164625	66803

1.2. The documents of allotment / purchase of the VPPL Land and other documents perused by us:

- (1) Copy of Memorandum of Understanding dated 27th January, 2006.
- (2) Copy of an Agreement dated 22nd August, 2006.
- (3) Copy of Development Agreement dated 13th July, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. Haveli-6/5502 of 2007.
- (4) Copy of an Irrevocable Power of Attorney dated 13th July, 2007 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/5503 of 2007.
- (5) Copy of Supplementary Agreement of July 2006.
- (6) Copy of Development Agreement dated 25th July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. Haveli-6/6425 of 2008.
- (7) Copy of an Irrevocable Power of Attorney dated 25th July, 2008 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6426 of 2008.
- (8) Copy of Supplementary Agreement dated 4th April, 2009, registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2709 of 2009.
- (9) Copy of Deed of Assignment of Development Rights dated 31st March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4205/2009.
- (10) Copy of an Irrevocable Power of Attorney 31st March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4206/2009.
- (11) Copy of Sale Deed dated 31st December, 2020 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/11643 of 2020.
- (12) Copy of Partition Deed dated 29th October, 1990, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. Haveli-1/13753 of 1990.



- (13) Copy of Development Agreement dated 7th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/8808 of 2006.
- (14) Copy of Irrevocable Power of Attorney dated 8th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8809 of 2006.
- (15) Copy of Supplementary Agreement dated 7th November, 2006.
- (16) Copy of Deed of Assignment of Development Rights dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-15 under Serial No. HVL-15/4792 of 2007.
- (17) Copy of Irrevocable Power of Attorney dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4793 of 2007.
- (18) Copy of Deed of Conveyance dated 24th March, 2009 registered with the Sub-Registrar of Assurances at Haveli-2 under Serial No. HVL-11/2402 of 2009.
- (19) Copy of Deed of Conveyance dated 24th March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2403 of 2009.
- (20) Copy of Supplementary Agreement dated 2nd April, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2678.
- (21) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/4641 of 2021.
- (22) Copy of Power of Attorney dated 3rd June, 2005 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/3202 of 2005.
- (23) Copy of Development Agreement dated 11th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/8022 of 2006.
- (24) Copy of Irrevocable Power of Attorney dated 11th October, 2006 with the Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/8023 of 2006.
- (25) Copy of Deed of Transfer registered on 15th September, 2011 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4432 of 2011.
- (26) Copy of Mortgage Deed dated 16th August, 2018 registered with the office of Sub-Registrar of Assurances under Serial No. 86 of 2018.
- (27) Copy of Sale Deed dated 23rd December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/10995 of 2020.



- (28) Copy of Development Agreement dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9743 of 2006.
- (29) Copy of Irrevocable Power of Attorney dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9744 of 2006.
- (30) Copy of Supplementary Agreement dated 7th February, 2006.
- (31) Copy of Supplementary Agreement dated 4th February, 2009, registered with the Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/997 of 2009.
- (32) Copy of Sale Deed dated 31st December, 2020 with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1257 of 2021.
- (33) Copy of Development Agreement dated 9th May, 2007, registered with the office of Sub-Registrar of Assurances at Haveli at HVL-7/3443/2007.
- (34) Copy of Irrevocable Power of Attorney dated 9th May, 2007, registered with the office of Sub-Registrar of Assurances at Haveli at HVL-7/3444/2007.
- (35) Copy of Supplementary Agreement dated 5th February, 2009 registered with the Sub-Registrar of Assurances under Serial No. HVL-11/996/2009.
- (36) Copy of Index-II of Sale Deed dated 2nd September, 2011 registered with the Sub-Registrar of Assurances under Serial No. HVL-6/8572 of 2011.
- (37) Copy of Index-II of Sale Deed dated 2nd September, 2011 registered with the Sub-Registrar of Assurances under Serial No. HVL-6/8549 of 2011.
- (38) Copy of Index-II of Sale Deed dated 2nd September, 2011 registered with the Sub-Registrar of Assurances under Serial No. HVL-6/8544 of 2011.
- (39) Copy of Index-II of Sale Deed dated 2nd September, 2011 registered with the Sub-Registrar of Assurances under Serial No. HVL-6/8551 of 2011.
- (40) Copy of Index-II of Sale Deed dated 2nd September, 2011 registered with the Sub-Registrar of Assurances under Serial No. HVL-6/8571 of 2011.
- (41) Copy of Index-II of Sale Deed dated 2nd September, 2011 registered with the office of Sub-Registrar of Assurances under Serial No. HVL-6/8550 of 2011.
- (42) Copy of Index-II of Sale Deed dated 2nd September, 2011 registered with the Sub-Registrar of Assurances under Serial No. HVL-6/8548 of 2011.
- (43) Copy of Index-II of Sale Deed dated 2nd September, 2011 registered with the Sub-Registrar of Assurances under Serial No. HVL-6/8570 of 2011.



- (44) Copy of Sale Deed dated 31st December, 2020 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/11640/2020.
- (45) Copy of Mortgage Deed dated 18th February, 2021 registered with the office of Sub-Registrar of Assurances under Serial No. 960 of 2021.
- (46) Copy of Mortgage Deed dated 22nd February, 2022 registered with the office of Sub-Registrar of Assurances under Serial No. 2957 of 2022.
- (47) Copy of Mortgage Deed dated 25th February, 2022 registered with the office of Sub-Registrar of Assurances under Serial No. 806 of 2022.
- (48) Copy of Sale Deed dated 29th March, 2022 registered with the Sub-Registrar of Assurances at Haveli under Serial No. 5272.
- (49) Copy of Sale Deed dated 24th April, 1992 registered with the Sub-Registrar of Assurances at Haveli under Serial No. 2164 of 1992.
- (50) Copy of Sale Deed dated 21st April, 1993 bearing Registration No. 1475/1993.
- (51) Copy of Sale Deed dated 9th June, 1993 bearing Registration No. 1478 of 1993.
- (52) Copy of Sale Deed dated 9th June, 1993 bearing Registration No. 1479 of 1993.
- (53) Copy of Sale Deed dated 11th August, 1997 bearing Registration No. 5394 of 1997.
- (54) Copy of Sale Deed dated 18th October, 2006 bearing Registration No. 9024 of 2006.
- (55) Copy of Development Agreement dated 18th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/10044/2006.
- (56) Copy of Irrevocable Power of Attorney dated 18th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/10045/2006.
- (57) Copy of Supplementary Agreement dated 18th December, 2006.
- (58) Copy of Deed of Assignment of Development Rights dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/8099/2007.
- (59) Copy of Irrevocable Power of Attorney dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/8100/2007.
- (60) Copy of Supplementary Agreement dated 5th February, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-11/995/2009.



- (61) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/1302/2021.
- (62) Copy of Sale Deed dated 8th May, 1995 registered with the office of Sub-Registrar of Assurances under Serial No. 3647.
- (63) Copy of Development Agreement dated 27th September, 2006 registered with the office of Sub-Registrar of Assurances at Haveli No. 3 under Serial No. HVL-3/7698 of 2006.
- (64) Copy of Supplemental Agreement cum Deed of Rectification dated 18th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/10043 of 2006.
- (65) Copy of Irrevocable Power of Attorney dated 27th September, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/7700/2006.
- (66) Copy of Supplemental Agreement dated 18th December, 2006.
- (67) Copy of Supplemental Agreement dated 19th November, 2010 registered with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/10728 of 2010.
- (68) Copy of Irrevocable Power of Attorney dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-15 under Serial No. HVL-15/8100 of 2007.
- (69) Copy of document dated 25th May, 2017 registered with the office of the Sub-Registrar of Assurances under Serial No. 2757.
- (70) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/3235 of 2021.
- (71) Copy of document dated 2nd September, 2022 registered with the office of the Sub-Registrar of Assurances under Serial No. 18843 of 2022.
- (72) Copy of Sale Deed dated 18th November, 1997 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/7412 of 1997.
- (73) Copy of Development Agreement dated 27th September, 2006 registered with the Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/7699 of 2006.
- (74) Copy of Irrevocable Power of Attorney dated 27th September, 2006 with the Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/7701 of 2006.
- (75) Copy of Supplemental Agreement dated 18th December 2006 registered with the Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/10042 of 2006.



- (76) Copy of Sale Deed dated 31st December, 2020 registered with the Sub-Registrar of Assurances-17 at Haveli under Serial No. HVL-17/1305 of 2021.
- (77) Copy of Sale Deed dated 2nd February, 1993 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. 586/1993.
- (78) Copy of Memorandum of Understanding dated 25th January, 2006.
- (79) Copy of Development Agreement dated 2nd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/8645/2006.
- (80) Copy of Irrevocable Power of Attorney dated 2nd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/8646/2006.
- (81) Copy of Supplementary Agreement dated 2nd November, 2006.
- (82) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1295/2021.
- (83) Copy of Sale Deed dated 28th April, 2011 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3719 of 2011.
- (84) Copy of Development Agreement dated 12th May, 2011 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4238 of 2011.
- (85) Copy of Irrevocable Power of Attorney dated 12th May, 2011, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4239 of 2011.
- (86) Copy of Release Deed dated 23rd December, 2011, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/12707 of 2011.
- (87) Copy of Release Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5342 of 2015.
- (88) Copy of Partition Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5343 of 2015.
- (89) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-1 under Serial No. HVL-17/2240 of 2021.
- (90) Copy of Sale Deed dated 19th July, 1999 registered with the office of the Sub-registrar of Assurances under Serial No. 3797/1999.
- (91) Copy of Sale Deed dated 1st March, 2001 bearing Serial No. 1668/2001.



- (92) Copy of Agreement for Sale dated 12th May, 2006.
- (93) Copy of Development Agreement dated 9th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-11/8741/2006.
- (94) Copy of Irrevocable Power of Attorney dated 9th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-11/8742 of 2006.
- (95) Copy of Development Agreement dated 8th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/9781/2006.
- (96) Copy of Irrevocable Power of Attorney dated 8th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/9784/2006.
- (97) Supplementary Agreement dated 8th December, 2006.
- (98) Copy of Sale Deed dated 29th November, 2012 bearing Registration No. HVL-6/11298 of 2012.
- (99) Copy of Release Deed dated 9th June, 2015 bearing Registration No. 5342/2015.
- (100) Copy of Partition Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5343 of 2015.
- (101) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/11690/2020.
- (102) Copy of Sale Deed dated 17th February, 2021 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/3243/2021.
- (103) Copy of Sale Deed dated 27th October, 1995 bearing Registration No. 8776/1995.
- (104) Copy of Development Agreement dated 8th December, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/9783/2006.
- (105) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/11690/2020.
- (106) Copy of Sale Deed dated 17th February, 2021 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/3247/2021.
- (107) Copy of Sale Deed dated 28th April, 2023 bearing Registration No. 8787.



- (108) Copy of Release Deed dated 11th February 2005 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/824 of 2005.
- (109) Copy of Release Deed dated 15th February, 2005 registered with the office of Sub-Registrar of Assurances under Serial No. 882 of 2005.
- (110) Development Agreement dated 4th November, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9477 of 2006.
- (111) Copy of Irrevocable Power of Attorney dated 4th November, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9478 of 2006.
- (112) Copy of Supplementary Agreement dated 2nd April, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2771 of 2009.
- (113) Copy of Deed of Rectification dated 25th May, 2011 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4646 of 2011.
- (114) Copy of Release Deed dated 23rd December, 2011, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/12708 of 2011.
- (115) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under the Serial No. HVL-17/11639 of 2020.
- (116) Copy of Development Agreement dated 7th July, 2007, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/5325 of 2007.
- (117) Copy of Power of Attorney dated 7th July, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/5326/2007.
- (118) Copy of Development Agreement dated 19th July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6252/2008.
- (119) Copy of Power of Attorney dated 19th July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6253/2008.
- (120) Copy of Development Agreement dated 23rd July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6366/2008.
- (121) Copy of Power of Attorney dated 23rd July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6367/2008.
- (122) Copy of Supplementary Agreement dated 5th March, 2010 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2439/2010.



- (123) Copy of Sale Deed dated 23rd December, 2020 registered with the Sub-Registrar of Assurances at Haveli bearing No. HVL-17/11000 of 2020.
- (124) Copy of Development Agreement dated 21st November, 2006, registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9211 of 2006.
- (125) Copy of Irrevocable Power of Attorney dated 21st November, 2006, registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9212 of 2006.
- (126) Copy of Supplemental Agreement dated 21st November, 2006.
- (127) Copy of Deed of Assignment of Development Rights dated 6th March, 2007 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4792 of 2007.
- (128) Copy of Irrevocable Power of Attorney dated 6th March, 2007 with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4793 of 2007.
- (129) Copy of Supplementary Agreement dated 6th March, 2009, registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/1889 of 2009.
- (130) Copy of Sale Deed dated 31st December 2020, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1262 of 2021.
- (131) Copy of Development Agreement dated 1st August, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/5848/2007.
- (132) Copy of Irrevocable Power of Attorney dated 1st August, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/5849/2007.
- (133) Copy of Supplementary Agreement around July 2007.
- (134) Copy of Supplemental Agreement dated 16th February, 2010 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/1718/2010.
- (135) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/11642/2020.
- (136) Copy of Sale Deed dated 26th June, 2003 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/2819/2003.
- (137) Copy of Development Agreement dated 27th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8471/2006.
- (138) Copy of Irrevocable Power of Attorney dated 27th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8472/2006.



- (139) Copy of Development Agreement dated 27th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8473/2006.
- (140) Copy of Irrevocable Power of Attorney dated 27th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8474/2006.
- (141) Copy of Deed of Assignment of Development Rights dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4792/2007.
- (142) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1260/2021.
- (143) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3240/2021.
- (144) Copy of Partition Deed dated 19th February, 1992 registered with the office of the Sub-Registrar of Assurances at Haveli No. 3 under Serial No. 922 of 1992.
- (145) Copy of Partition Deed dated 13th December, 2001 registered with the office of the Sub-Registrar of Assurances at Haveli No.3 under Serial No. HVL-3/10524 of 2001.
- (146) Copy of Development Agreement dated 30th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. Haveli-6/2495 of 2007.
- (147) Copy of Deed of Assignment of Development Rights dated 27th July, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/8101 of 2007.
- (148) Copy of Power of Attorney dated 27th July, 2007 registered with the office of Sub-Registrar of Assurances at Haveli, Pune under Serial No. HVL-15/8102 of 2007.
- (149) Copy of Sale Deed dated 31st December, 2020 registered with the office of the Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/3238 of 2021.
- (150) Copy of Sale Deed dated 24th March, 2022 registered with the office of Sub-Registrar of Assurances at Haveli-6 under Serial No. HVL-6/4798 of 2022.
- (151) Copy of Sale Deed dated 1st August, 2023 registered with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/17154 of 2023.
- (152) Copy of Development Agreement dated 2nd April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-6 under Serial No. Haveli-6/2561 of 2007.



- (153) Copy of Irrevocable Power of Attorney dated 2nd April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-6, Pune under Serial No. Haveli-6/2562 of 2007.
- (154) Copy of Release Deed dated 18th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3357 of 2007.
- (155) Copy of Release Deed dated 18th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3358 of 2007.
- (156) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/1325 of 2021.
- (157) Copy of Release Deed dated 18th November, 2004 registered in the office of Sub-Registrar, Haveli, Pune under Serial No. 7185/2004.
- (158) Copy of Agreement for Sale dated 14th June, 2006 registered with the office of Sub-Registrar of Assurances, Haveli, under Serial No. HVL-7/4228 of 2006.
- (159) Copy of Power of Attorney dated 14th June, 2006.
- (160) Copy of Deed of Cancellation dated 5th March, 2008 registered with the office of Sub-Registrar of Assurances, Haveli, under Serial No. HVL-6/2144 of 2008.
- (161) Copy of Declaration-cum-Indemnity dated 5th March, 2008 registered with the office of Sub-Registrar of Assurances, Haveli, under Serial No. HVL-6/2145 of 2008.
- (162) Copy of order dated 31st December, 2007 bearing No. GPA/New Tenure/SR/9/1/2007, issued by the Collector and Deputy Director, Rehabilitation (Land), Pune.
- (163) Copy of Development Agreement dated 5th March, 2008 registered with the office of Sub-Registrar of Assurances at Haveli-6 under Serial No. HVL-6/2146 of 2008.
- (164) Copy of Sale Deed dated 26th December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/11161 of 2020.
- (165) Letter of Confirmation dated 25th September, 2006.
- (166) Copy of Development Agreement dated 7th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-6 under Serial No. HVL-6/2703 of 2007.
- (167) Incomplete copy of Partition Deed dated 19th February, 1992 registered with the office of the Sub-Registrar of Assurances at Haveli No. 3 under Serial No. 922 of 1992.
- (168) Copy of Power of Attorney dated 7th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli, Pune under Serial No. HVL-6/2704 of 2007.



- (169) Copy of Release Deed dated 27th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3670 of 2007.
- (170) Copy of Sale Deed dated 31st December, 2020 registered with the office of the Sub-Registrar of Assurances at Haveli No. 17 under Serial No. HVL-17/11625 of 2020.
- (171) Copy of Sale Deed dated 31st December, 2020 registered with the office of the Sub-Registrar of Assurances at Haveli No. 17 under Serial No. HVL-17/11665 of 2020.
- (172) Copy of Sale Deed dated 31st December, 2020 registered with the office of the Sub-Registrar of Assurances at Haveli No. 17 under Serial No. HVL-17/1347 of 2021.
- (173) Copy of Memorandum of Understanding dated 24th January, 2006.
- (174) Copy of Development Agreement dated 4th January, 2007 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-7/121 of 2007.
- (175) Copy of Irrevocable Power of Attorney dated 4th January, 2007 registered with the Sub-Registrar of Assurances at Haveli No. 7 under Serial No. HVL-7/122 of 2007.
- (176) Copy of Sale Deed dated 31st December, 2020 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1297 of 2021.
- (177) Copy of Sale Deed dated 30th May, 1995 registered with the office of the Sub-Registrar of Assurances, Haveli, under Serial No. HVL-3/4318 of 1995.
- (178) Copy of Development Agreement dated 30th March, 2007 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-1/2474 of 2007.
- (179) Copy of Irrevocable Power of Attorney dated 30th March, 2007 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-1/2475 of 2007.
- (180) Copy of Sale Deed dated 31st December, 2020 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/2383 of 2021.
- (181) Copy of Sale Deed dated 19th December, 2000 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. 8775 of 2000.
- (182) Copy of Development Agreement dated 2nd January, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/43 of 2007.
- (183) Copy of Irrevocable Power of Attorney dated 2nd January, 2007 registered with the Sub-Registrar of Assurances at Haveli No. 3 under Serial No. HVL-3/44 of 2007.
- (184) Copy of Supplemental Agreement dated 2nd January, 2006.



- (185) Copy of Sale Deed dated 24th October, 2008 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. 8877 of 2008.
- (186) Copy of Sale Deed dated 27th May, 2009 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. 3646 of 2009.
- (187) Copy of Sale Deed dated 27th May, 2009 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. 3647 of 2009.
- (188) Copy of Supplementary Agreement dated 8th June, 2009 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4628 of 2009.
- (189) Copy of Sale Deed dated 8th March, 2010 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/1905 of 2010.
- (190) Copy of Sale Deed dated 26th April, 2010 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/3676 of 2010.
- (191) Copy of Sale Deed dated 30th December, 2020 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1950 of 2021.
- (192) Copy of Memorandum of Understanding dated 11th June, 2014.
- (193) Copy of Deed of Exchange dated 11th June, 2014 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3719 of 2014.
- (194) Copy of Development Agreement dated 11th June, 2014 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3723 of 2014.
- (195) Copy of Irrevocable Power of Attorney dated 11th June 2014 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3725 of 2014.
- (196) Copy of Partition Deed dated 30th July, 2018 registered with the office of Sub-Registrar of Assurances under Serial No. 10348.
- (197) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3309 of 2021.
- (198) Copy of Agreement for Sale dated 22nd May, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. 1501 of 2006.
- (199) Copy of Development Agreement dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-1/9554 of 2006.
- (200) Copy of Irrevocable Power of Attorney dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-1/9555 of 2006.



- (201) Copy of Development Agreement dated 3rd October, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9642 of 2008.
- (202) Copy of Irrevocable Power of Attorney dated 3rd October, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9643 of 2008.
- (203) Copy of Supplementary Agreement dated 22nd May, 2009, registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3706 of 2009.
- (204) Copy of Sale Deed dated 22nd June, 2011 bearing Registration No. HVL-11/ 1910 of 2011.
- (205) Copy of Irrevocable Power of Attorney dated 12th July, 2011 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6912 of 2011.
- (206) Copy of Sale Deed dated 1st February, 2013 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/1259 of 2013.
- (207) Copy of Sale Deed dated 1st February, 2013 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/1260 of 2013.
- (208) Copy of Sale Deed dated 31st December, 2020 registered with the Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/11646 of 2020.
- (209) Copy of Notification No. TPS- 1804/Pune R.P.DCR/ UD-13 dated 16th November, 2005 published by the Urban Development Department, the Government of Maharashtra.
- (210) Copy of Notification No. TPS-1816/CR368/15/20(4) UD-13 dated 26th December, 2016, published by the Urban Development Department, Government of Maharashtra.
- (211) Copy of Notification No. TPS-1817/CR-55/17/UD-13 dated 1st June, 2017, published by the Urban Development Department, Government of Maharashtra.
- (212) Copy of order dated 8th August, 2018, bearing No. PMH/ TS/ SR/ 02/2018, the Collector, Pune District.
- (213) Copy of Notification No. TPV-1/4689 dated 12th October, 2021, published by the Town Planning Department in the Maharashtra Government Gazette, the Government of Maharashtra.
- (214) Copy of letter dated 3rd November, 2021 bearing EC identification no. EC21B039MH119114, issued by the State Environment Impact Assessment Authority (SEIAA), Maharashtra.



- (215) Copy of letter dated 3rd April, 2023, bearing no. Kr PMH/Kavi/564/2023 Pune-1 by the Collector, Pune.
- (216) Copy of papers and proceedings of Special Civil Suit No. 603 of 2014.
- (217) Copy of papers and proceedings of Miscellaneous Civil Appeal 16 of 2022.
- (218) Copy of papers and proceedings of Regular Civil Suit No 675 of 2021.
- (219) Copy of papers and proceedings of Special Civil Suit No. 835 of 2012.
- (220) Copy of papers and proceedings of Special Civil Suit No.707 of 2016.
- (221) Copy of Index of Charges of VPPL and the charge documents available on the website of Ministry of Corporate Affairs as on 25th March, 2025.
- (222) Copy of the results of search conducted on the website of the Central Registry of Securitisation Asset Reconstruction and Security Interest of India as on 20th March, 2025.
- (223) Irrevocable Power of Attorney dated 8th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/9782/2006.
- (224) Copy of Sale Deed dated 27th March, 1991 registered with the office of Sub-registrars of Assurances under Serial No. 4551.
- (225) Copy of Sale Deed dated 21st December, 1991 registered with the office of the Sub-Registrar of Assurances under Serial No. 1170/1991.
- (226) Copy of Sale Deed dated 21st December, 1991 registered with the office of the Sub-Registrar of Assurances under Serial No. 1171 of 1991.
- (227) Copy of Sale Deed dated 8th September, 1992 registered with the office of Sub-Registrar of Assurance under Serial No. 88 of 1992.
- (228) Copy of Sale Deed dated 2nd May, 1995 registered with the office of Sub-Registrar of Assurances under Serial No. 3646.
- (229) Copy of Deed of Confirmation dated 6th September 1995 registered with the office of Sub-Registrar of Assurances under Serial No. 7386/1995.
- (230) Copy of Sale Deed dated 1st July, 1999 registered with the office of Sub-Registrar of Assurances under Serial No. 3449.
- (231) Copy of Gift Deed dated 13th May, 2002 registered with the office of the Sub-Registrar of Assurances under Serial No. 2389/2002.



- (232) Copy of Sale Deed dated 28th March, 2002 registered with the office of the Sub-Registrar of Assurances under Serial No. 1524/2002.
- (233) Copy of Sale Deed dated 26th August, 2002 registered with the office of the Sub-Registrar of Assurances under Serial No. 7667/2004.
- (234) Copy of Sale Deed dated 9th May, 1994.
- (235) Copy of Sale Deed dated 26th December, 2007 registered with the office of the Sub-Registrar of Assurances under Serial No. 10089 of 2007.
- (236) Copy of Sale Deed dated 17th July, 2008 registered with the office of the Sub-Registrar of Assurances under Serial No. 5744 of 2008.
- (237) Copy of Sale Deed dated 19th April, 2011 registered with the office of the Sub-Registrar of Assurances under Serial No. 10024 of 2010
- (238) Copy of Gift Deed dated 13th April, 2017 registered with the office of the Sub-Registrar of Assurances under Serial No. 3890.
- (239) Copy of Release deed 27th April, 2022 registered with the office of the Sub-Registrar of Assurances under Serial No. 7256 of 2022.
- (240) Copy of Sale Deed dated 1st March, 2001 bearing Registration No. 1667/2001.
- (241) Copy of Deed of Correction dated 26th April, 2011 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-10/11054 of 2011.
- (242) Copy of Power of Attorney registered with the office of Sub-Registrar of Assurances at Haveli-6, Pune under Serial No. Haveli-6/2147 of 2008.
- (243) Copy of Sale Deed dated 19th June, 2003 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/3611 of 2003.
- (244) Copy of Sale Deed dated 24th February, 2003 registered with the office of the Sub-Registrar of Assurances under Serial No. 892 of 2003.
- (245) Copy of Development Agreement dated 23rd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli No. 1 under Serial No. HVL-1/9185 of 2006.
- (246) Copy of Power of Attorney dated 23rd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli No. 1, Pune under Serial No. HVL-1/9186 of 2006.
- (247) Copy of Development Agreement dated 23rd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli No. 1 under Serial No. HVL-1/9187 of 2006.



- (248) Copy of Power of Attorney dated 23rd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli No. 1, Pune under Serial No. HVL-1/9188 of 2006.
- (249) Copy of Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/4640 of 2021.
- (250) Copy of Indenture of Mortgage dated 19th March, 2022 registered with the office of Sub-Registrar of Assurances at Haveli -11 under Serial No. 5931 of 2021.
- (251) Copy of Amendment Agreement to the Indenture of Mortgage dated 1st October, 2021 bearing Registration No. Haveli-11/15090 of 2022.
- (252) Copy of First Addendum to the Indenture of Mortgage dated 15th September, 2022 bearing Registration No. Haveli-11/20003 of 2022.
- (253) Copy of Second Amendment Agreement to the Indenture of Mortgage dated 15th September, 2022 bearing Registration No. Haveli-11/19999 of 2022.
- (254) Copy of Indenture of Mortgage dated 15th September, 2022 registered with the office of Sub-Registrar of Assurances at Haveli – 11 under Serial No. 20000 of 2022.
- (255) Copy of Deed of Reconveyance dated 1st March, 2024 was registered with the office of Sub-Registrar of Assurances at Haveli – 11 under Serial No. 5304 of 2024.
- (256) Copy of Indenture of Mortgage dated 15th September, 2022 registered with the office of Sub-Registrar of Assurances at Haveli – 11 under Serial No. 20008 of 2022.
- (257) Copy of Order dated 23rd June, 2023 by Hon'ble Regional Director, Western Region.
- (258) Copy of Indenture of Mortgage dated 1st March, 2024 registered with the office of Sub-Registrar of Assurances at Haveli – 11 under Serial No. 5302 of 2024.
- (259) Copy of Conditional No-Objection Certificate dated 11th June, 2024 issued by Vistra ITCL (India) Limited.
- (260) Copy of Deed of Conveyance dated 21st June, 2024 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/10938 of 2024.
- (261) Copy of an Irrevocable Power of Attorney dated 21st June, 2024 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4/10939 of 2024.
- (262) Copy of an Irrevocable Power of Attorney dated 21st June, 2024 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4/10940 of 2024.



(263) Copy of Reconveyance Deed dated 3rd July, 2024 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL- 11243 of 2024.

(264) Litigation Screening Report dated 24th March, 2025 issued by Zelican Infotech Private Limited.

(265) Copy of Deed of Indemnity dated 21st June, 2024.

(266) Copy of Electricity Tax Bill dated 26th February, 2025 issued by Maharashtra State Electricity Distribution Company Limited.

(267) Copy of Receipt dated 27th February, 2025 evidencing payment of Land and Revenue Non- Agricultural Assessment tax for the year 2024-2025.

(268) Copies of 7/12 extracts for 45/1, 45/2/2, 45/3/2, 45/4/2, 45/5, 45/6, 45/7/1, 45/8, 45/9/1, 45/10, 45/13/4, 46/1, 46/2, 46/3, 46/4, 46/5/1, 46/6, 46/7/1, 46/7/2, 47/1, 47/2B/1A, 47/2B/1B, 47/2B/2, 47/3A/1, 47/3A/2, 47/3B/1, 47/3B/2, 47/4A and 47/4B for the years 1993 to 2024 and Mutation Entry Nos. 16190, 17124, 27928, 19980, 30221, 37597, 13765, 17127, 21001, 21102, 31245, 34989, 13880, 15915, 21158, 26123, 26112, 27044, 31599, 34633, 17125, 32319, 35975, 14516, 16273, 17129, 18831, 18838, 18919, 18991, 18992, 18993, 18994, 19000, 19001, 19002, 19003, 19004, 21762, 25658, 25659, 25660, 25661, 25662, 25663, 25664, 25667, 28134, 35718, 34711, 36699, 36707, 36946, 14111, 14365, 14441, 14442, 15433, 15963, 21008, 17126, 18858, 24931, 18988, 19503, 20086, 20989, 20914, 20924, 20982, 21904, 21974, 23334, 28176, 27335, 28144, 33551, 33612, 35471, 35822, 13525, 13700, 14366, 14192, 14193, 14591, 15047, 14409, 14628, 14632, 15983, 20380, 16632, 16903, 17003, 17131, 17184, 18732, 18989, 20820, 18990, 18996, 18997, 19336, 19380, 22032, 22321, 25136, 28839, 29637, 30424, 31096, 36514, 35813, 36993, 37285, 37363, 37803, 14270, 15866, 16148, 17128, 18775, 20082, 14258, 15917, 16416, 16515, 21103, 34535, 34961, 16238, 20006, 26893, 26693, 27047, 29409, 29410, 29412, 34985, 15744, 20572, 16617, 16738, 17544, 19628, 21161, 26111, 27552, 27553, 35723, 35469, 11040, 14692, 16274, 17545, 34725, 37142, 37917, 38013, 19451, 19452, 21289, 26689, 35720, 15372, 16548, 16999, 19597, 19456, 19599, 20089, 34236, 35797, 23068, 35721, 16586, 18719, 18718, 18739, 19307, 22575, 19769, 34537, 35814, 13725, 14887, 14108, 15550, 15557, 17442, 17971, 19316, 34860, 36874, 38321, 14274, 35470, 13141, 18901, 19349, 19668, 21782, 32966, 35477, 18000, 20039, 35804, 13723, 18499, 18815, 19152, 20077, 21159, 21163, 35719, 35712, 14527, 16329, 17651, 17653, 20976, 30297, 30514, 35799, 13713, 13913, 14731, 14526, 21295, 35819, 12741, 16460, 16552, 16553, 23106, 19370, 20929, 23107, 23108, 22986, 23793, 23794, 24531, 35806, 16490, 21105, 31434, 35817, 13955, 20217, 3820, 25873, 26461, 39024, 39415, 39191, 39208, 39415, 39441, 39525, 39526, 39526 and 40615.

1.3. Search Reports for the VPPL Land issued are as under:



- a. Copies of Search Reports all dated 27th March, 2025 issued by Mr. Kailash Thorat, Advocate, Search Clerk, in respect of VPPL Land.
- b. Master Data available for VPPL on the official website of Ministry of Corporate Affairs (www.mca.gov.in/) as on 16th June, 2025.
- c. CERSAI Search Report dated 20th March, 2025 available on the website of the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (www.cersai.org.in/CERSAI/).

2. On perusal of the above mentioned documents and all other relevant documents relating to the title to the VPPL Land as stated herein, we are of the opinion that in view of and subject to what is stated in Annexure "A", we are of the opinion that Vypak Properties Private Limited is the owner of the VPPL Land and its title to VPPL Land is clear and marketable.

3. Owner/Developer:

In view of and subject to what is stated in Annexure "A", we are of the opinion that Vypak Properties Private Limited is owner and developer of the VPPL Land described in table hereinabove at paragraph 1.1.

4. The report reflecting the flow of title of VPPL to the respective land parcels comprised in the VPPL Land and the steps undertaken for the investigation of such title is annexed herewith as Annexure "A". This Legal Title Report at all times is to be read in conjunction with what is stated in Annexure "A" in its entirety and is subject to what is stated therein.

Dated this 18th day of June 2025.

For Saraf and Partners


Partner



Encl.: Annexures.

ANNEXURE "A"

SECTION I
(Flow of title)

On perusal of the original, photocopy, scanned copy or electronic copy, as the case may be, of documents mentioned/set out in Clause 1 of the Legal Title Report above, responses given by VPPI to our requisitions from time to time, we observe as follows:

1. In respect of Land 1 (Survey No. 45/1):

- (a) It appears that around the year 1993, Baban Ganpat Ghule was the owner of land admeasuring 1 Hectare 30 Ares bearing Survey No. 45/1 of Village Manjri, Taluka Haveli, District Pune ("Larger Land 1").
- (b) On perusal of Mutation Entry No. 16190 dated 2nd December, 1998, it appears that Baban Ganpat Ghule created a charge on Larger Land 1 in favor of Allahabad Bank for securing an amount of INR 15,000/- (Rupees Fifteen Thousand only) and accordingly, the name of Allahabad Bank was recorded in the other rights column of the 7/12 extract of Larger Land 1. Further, on perusal of Mutation Entry No. 27928 dated 12th April, 2013, it appears that Baban Ganpat Ghule repaid the aforesaid loan and therefore the name of Allahabad Bank was deleted from the other rights column of the 7/12 extract of Larger Land 1.
- (c) On perusal of Mutation Entry No. 17124 dated 11th July, 2000 it appears that Baban Ganpat Ghule created a charge on Larger Land 1 in favor of Pratibha Multipurpose Co-operative Societies Limited for securing an amount of INR 3,00,000/- (Rupees Three Lakh only) and accordingly, the name of Pratibha Multipurpose Co-operative Societies Limited was recorded in the other rights column of the 7/12 extract of Larger Land 1. Further, on perusal of Mutation Entry No. 19980 dated 6th January, 2006, it appears that Baban Ganpat Ghule repaid the aforesaid loan and therefore the name of Pratibha Multipurpose Co-operative Societies Limited was deleted from the other rights column of the 7/12 extract of Larger Land 1.
- (d) By and under a Memorandum of Understanding dated 27th January, 2006, (i) Baban Ganpat Ghule, (ii) Dyaneshwar Baban Ghule, (iii) Shweta Dyaneshwar Ghule, (iv) Snehal Dyaneshwar Ghule, (v) Sameer Dyaneshwar Ghule, (vi) Suresh Baban Ghule, (vii) Shubham Suresh Ghule, (viii) Sudarshan Suresh Ghule, (ix) Baidabai alias Bhama Appasaheb Lonkar and (x) Kantabai Purushottam Kale agreed to grant and assign the development rights over Larger Land 1 in favor of M/s Rajiv Ghule and Associates or their nominees. The reference of the aforesaid Memorandum of Understanding dated 27th January, 2006 has been derived from the Development Agreement dated 13th July, 2007 referred to below.
- (e) By and under an Agreement dated 22nd August, 2006 read with Letter of Confirmation dated 25th September, 2006, Rajiv Ghule and Associates agreed to transfer and assign development rights over Larger Land 1 in favor of Manjri Projects Private Limited ("Manjri") in the manner contained therein. The reference of the Agreement dated 22nd August, 2006 has been derived from the Development Agreement dated 13th July, 2007 referred to below.

(f) By and under a Development Agreement dated 13th July, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. Haveli-6/5502 of 2007, (i) Baban Ganpat Ghule, (ii) Dyaneshwar Baban Ghule, (iii) Shweta Dyaneshwar Ghule (minor through her natural guardian Dyaneshwar Baban Ghule), (iv) Snehal Dyaneshwar Ghule, (v) Sameer Dyaneshwar Ghule (minor through his natural guardian Dyaneshwar Baban Ghule), (vi) Suresh Baban Ghule, (vii) Shubham Suresh Ghule (minor) through his natural guardian Suresh Baban Ghule, (viii) Sudarshan Suresh Ghule (minor through his natural guardian Suresh Baban Ghule), (ix) Baidabai alias Bhama Appasaheb Lonkar, (x) Kantabai Purushottam Kale, have granted and assigned development rights along with possession of Larger Land 1 unto Manjri, through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, (i) Yamuna Baban Ghule, (ii) Nirmala Dyaneshwar Ghule and (iii) Manisha Suresh Ghule, consented to and Rajiv Ghule and Associates confirmed the aforesaid transaction of grant of development rights along with possession of Larger Land 1 in favor of Manjri, in the manner contained therein. The Development Agreement dated 13th July, 2007 records that the persons mentioned at Serial No. (ii) to (x) and the consenting parties mentioned at Serial No. (i) to (iii) are the family members of Baban Ganpat Ghule and that the Larger Land 1 was a part of their ancestral property. Under the Development Agreement dated 13th July, 2007, Baban Ganpat Ghule handed over possession of the Larger Land 1 to Manjri. Recital B of the Development Agreement makes a reference to 5 Consenting Parties and states that 4th and 5th Consenting Parties are daughters of Baban Ganpat Ghule. However, it appears that the daughters of Baban Ganpat Ghule (i.e., Baidabai alias Bhama Appasaheb Lonkar and Kantabai Purushottam Kale) are made parties as owner nos. (ix) and (x).

(g) By and under an Irrevocable Power of Attorney dated 13th July, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/5503 of 2007 (i) Baban Ganpat Ghule, (ii) Dyaneshwar Baban Ghule, (iii) Shweta Dyaneshwar Ghule, (minor) through her natural guardian Dyaneshwar Baban Ghule, (iv) Snehal Dyaneshwar Ghule, (minor) through her natural guardian Dyaneshwar Baban Ghule, (v) Sameer Dyaneshwar Ghule, (minor) through his natural guardian Dyaneshwar Baban Ghule, (vi) Suresh Baban Ghule, (vii) Shubham Suresh Ghule (minor) (viii) Sudarshan Suresh Ghule, (minor) through his natural guardian Suresh Baban Ghule, (ix) Baidabai alias Bhama Appasaheb Lonkar, (x) Kantabai Purushottam Kale, (xi) Yamunabai Baban Ghule, (xii) Nirmala Dyaneshwar Ghule and (xiii) Manisha Suresh Ghule in furtherance of the Development Agreement dated 13th July, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/5502 of 2007, conferred various powers on Manjri through its constituted attorney Chaitanya Chunduri and Alexander Kurain in the manner provided therein.

(h) By and under a notarized Supplementary Agreement of July 2006, Manjri permitted (i) Baban Ganpat Ghule, (ii) Dyaneshwar Baban Ghule, (iii) Shweta Dyaneshwar Ghule (minor) through her natural guardian Dyaneshwar Baban Ghule, (iv) Snehal Dyaneshwar Ghule, (v) Sameer Dyaneshwar Ghule, (minor) through his natural guardian Dyaneshwar Baban Ghule, (vi) Suresh Baban Ghule, (vii) Shubham Suresh Ghule, (minor) through his natural guardian Suresh Baban Ghule, (viii) Sudarshan Suresh Ghule, (minor) through his natural guardian Suresh Baban Ghule, to use and occupy the house standing on land admeasuring 86.84 square meters forming part of Larger Land 1 and agreed to allot an area admeasuring 5 Ares in the project to be constructed by Manjri or adjacent to the same along with easementary rights, in the manner mentioned therein.

- (i) Two sisters of Baban Ganpat Ghule, viz. Sakhubai Maruti Kamthe and Saibai Maruti Kamthe, had filed two litigations, i.e., Regular Civil Suit No. 1891 of 2005 filed before the Civil Judge, Junior Division, Pune, and RTS Appeal No. 89 of 2007 filed before the Sub-Divisional Officer, Haveli, Pune, claiming they have rights in Larger Land 1. By and under a Development Agreement dated 25th July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. Haveli-6/6425 of 2008, (i) Sakhubai Maruti Kamthe and (ii) Saibai Maruti Kamthe granted and assigned development rights along with possession over a part of the Larger Land 1 admeasuring 43.33 Ares out of the Larger Land 1 unto Manjri, through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, Baban Ganpat Ghule through his constituted attorney Manjri confirmed the aforesaid transaction of grant of development rights with respect to Larger Land 1 in favor of Manjri, on terms and conditions more particularly described therein. We understand that the aforesaid Regular Civil Suit No. 1891 of 2005 was dismissed by the Court vide its order dated 5th August, 2019. We have not perused documents pertaining to the RTS Appeal No. 89 of 2007. However, we have been informed by MPIPL that there are no subsisting claims of Sakhubai Maruti Kamthe, Saibai Maruti Kamthe or anyone claiming through them.
- (j) By and under an Irrevocable Power of Attorney dated 25th July, 2008, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6426 of 2008 (i) Sakhubai Maruti Kamthe, and (ii) Saibai Maruti Kamthe, in furtherance of the Development Agreement dated 25th July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6425 of 2008, conferred various powers on Manjri through its constituted attorney Chaitanya Chunduri, in the manner provided therein.
- (k) By and under a Supplementary Agreement dated 4th April, 2009, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2709 of 2009, Manjri through constituted attorney Chaitanya Chunduri, allotted an area admeasuring 8 Ares out of Larger Land 1 to (i) Dyaneshwar Baban Ghule, and (ii) Suresh Baban Ghule for residential purpose, in the manner stated therein. We have been informed by MPIPL that this area admeasuring 8 Ares out of Larger Land 1 was given to (i) Dyaneshwar Baban Ghule, and (ii) Suresh Baban Ghule in lieu of the license granted under the aforesaid notarized Supplementary Agreement.
- (l) By and under a Deed of Assignment of Development Rights dated 31st March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4205/2009, Manjri, through its constituted attorney Chaitanya Chunduri granted and assigned the exclusive and absolute development rights for a portion admeasuring 1 Hectare 22 Ares out of Larger Land 1 ("Land 1") in favor of Malnad Projects Private Limited ("Malnad Projects") through its constituted attorney Venkatadasappa Srinivas Harish on terms and conditions more particularly stated therein. (i) Baban Ganpat Ghule, (ii) Dyaneshwar Baban Ghule, (iii) Shweta Dyaneshwar Ghule, (minor) through her natural guardian Dyaneshwar Baban Ghule, (iv) Suchal Dyaneshwar Ghule, (minor) through her natural guardian Dyaneshwar Baban Ghule, (v) Sameer Dyaneshwar Ghule, (minor) through his natural guardian Dyaneshwar Baban Ghule, (vi) Suresh Baban Ghule, (vii) Shubham Suresh Ghule, (minor) through his natural guardian Suresh Baban Ghule, (viii) Sudarshan Suresh Ghule, (minor) through his natural guardian Suresh Baban Ghule, (ix) Baidabai alias Bhama Appasaheb Lonkar, (x) Kantabai Purushottam Kale, (xi) Yamuna Baban Ghule,



(xii) Nirmala Dyaneshwar Ghule, (xiii) Manisha Suresh Ghule (xiv) Sarubai Maruti Kamthe and (xv) Saibai Maruti Kamthe, all through their constituted attorney Manjri, consented to the aforesaid transaction of assignment of development rights with respect to Land 1 in favor of Malnad Projects, on terms and conditions more particularly described therein. It appears that the name of Sakhubai Maruti Kamthe was recorded as Sarubai Maruti Kamthe in the aforesaid Deed of Assignment of Development Rights dated 31st March, 2009. For the purpose of this Report, we have presumed that the names Sarubai Maruti Kamthe and Sakhubai Maruti Kamthe are of the same person.

(m) By and under an Irrevocable Power of Attorney dated 31st March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4206/2009 (i) Baban Ganpat Ghule, (ii) Dyaneshwar Baban Ghule, (iii) Shweta Dyaneshwar Ghule, (minor) through her natural guardian Dyaneshwar Baban Ghule, (iv) Snehal Dyaneshwar Ghule, (minor through her natural guardian Dyaneshwar Baban Ghule), (v) Sameer Dyaneshwar Ghule, (minor through his natural guardian Dyaneshwar Baban Ghule), (vi) Suresh Baban Ghule, (vii) Shubham Suresh Ghule, (viii) Sudarshan Suresh Ghule, (ix) Baidabai alias Bhama Appasaheb Lonkar, (x) Kantabai Purushottam Kale, (xi) Yamuna Baban Ghule, (xii) Nirmala Dyaneshwar Ghule, (xiii) Manisha Suresh Ghule, (xiv) Sakhubai Maruti Kamthe, and (xv) Saibai Maruti Gavde, all through their constituted attorney Manjri through constituted attorney Gaganjeet Singh, in furtherance of the Deed of Assignment of Development Rights dated 31st March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4205/2009, conferred various powers on Malnad Projects through its constituted attorney Venkatadasappa Srinivas Harish, in the manner provided therein.

(n) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Land 1.

(o) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/11643 of 2020 (i) Baban Ganpat Ghule, (ii) Dyaneshwar Baban Ghule, (iii) Shweta Dyaneshwar Ghule (minor) through her natural guardian Dyaneshwar Baban Ghule, (iv) Snehal Dyaneshwar Ghule, (v) Sameer Dyaneshwar Ghule (minor) through his natural guardian Dyaneshwar Baban Ghule, (vi) Suresh Baban Ghule, (vii) Shubham Suresh Ghule, (viii) Sudarshan Suresh Ghule, (ix) Baidabai alias Bhama Appasaheb Lonkar, (x) Kantabai Purushottam Kale, (xi) Yamuna Baban Ghule, (xii) Nirmala Dyaneshwar Ghule, (xiii) Manisha Suresh Ghule (xiv) Sakhubai Maruti Kamthe and (xv) Saibai Maruti Kamthe, through their constituted attorney Manjri, sold, transferred and conveyed Land 1 unto Malnad Projects through its constituted attorney Vinod Ashok Bansode, in the manner provided therein. Further, Manjri consented to the aforesaid transaction with respect to Land 1 in favor of Malnad Projects, in the manner mentioned therein. It appears that Baban Ganpat Ghule had expired on 3rd April, 2019 leaving behind (i) Dyaneshwar Baban Ghule, (ii) Suresh Baban Ghule, (iii) Kantabai Purushottam Kale, (iv) Komal Bhausaheb Dorge, (v) Bhagyashri Mahendra Sanas and (vi) Sachin Appasaheb Lonkar as his legal heirs. There is a reference of his death in the aforesaid Sale Deed dated 31st December, 2020. However, considering that Baban Ganpat Ghule had assigned all the development potential and benefit out of his share in Land 1 for valuable consideration, he was merely a nominal owner of Land 1, and that his death does not render the power of attorney granted by him to Manjri invalid.

We have been informed by MPIPL that no claims have been raised by the legal heirs of Baban Ganpat Ghule against MPIPL till date.

- (p) The aforesaid sale was recorded in the revenue Records vide Mutation Entry No. 35714 dated 8th October, 2021 and the name of Malnad Projects was recorded in the revenue records as the holder of Land 1.
- (q) Mutation Entry No. 37597 dated 2nd January, 2023 was passed to record the demise of Baban Ganpat Ghule and the names of his legal heirs, viz. (i) Dyaneshwar Baban Ghule, (ii) Suresh Baban Ghule, (iii) Kantabai Purushottam Kale, (iv) Kornal Bausahab Dorge, (v) Bhagyashri Mahendra Sanas and (vi) Sachin Appasaheb Lonkar, in the revenue records.
- (r) Thus, it appears that the ownership rights of Land 1 admeasuring 122 Ares vested in Malnad Projects.

2. In respect of Land 2 (Survey No. 45/2/2):

- (a) It appears that prior to the year 1990, Baburao Abaji Ghule was the owner of land admeasuring 1 Hectare 22 Ares bearing Survey No. 45/2.
- (b) By and under a Partition Deed dated 29th October, 1990, registered with the office of Sub-Registrar of Assurances at Haveli under the Serial No. Haveli-1/13753 of 1990 executed by and between (i) Baburao Abaji Ghule, (ii) Laxman Baburao Ghule, (iii) Bajirao Baburao Ghule, (iv) Dattatray Baburao Ghule, and (v) Shivaji Baburao Ghule, a portion admeasuring 1 Hectare 16 Ares out of land bearing Survey No. 45/2 came to the share of Shivaji Baburao Ghule; and (2) the balance portion admeasuring 6 Ares out of land bearing Survey No. 45/2 came to the share of (i) Baburao Abaji Ghule, (ii) Laxman Baburao Ghule, (iii) Bajirao Baburao Ghule (iv) Dattatray Baburao Ghule, and (v) Shivaji Baburao Ghule. Further, the right to draw water from the well situated thereon came to the share of Shivaji Baburao Ghule and Dattatray Baburao Ghule. The aforesaid partition has been recorded vide Mutation Entry No. 13765 dated 4th January, 1991. The aforesaid (mutation Entry No. 13765) further records that an area admeasuring 6 Ares out of the total area of Survey No. 45/2 was realigned and renumbered as new Survey No. 45/2/1. It further appears that the area admeasuring 1 Hectare 16 Ares was assigned Survey No. 45/2/2 ("Larger Land 2"). In the Partition Deed, the portion allotted to Shivaji Baburao Ghule seems to have been erroneously recorded as 1 Hectare 14 Ares, instead of 1 Hectare 16 Ares. For the purpose of this Report, we have assumed that the same is a typographical error and that the correct area is 1 Hectare 16 Ares, which was reflected in the 7/12 extract of land bearing Survey No. 45/2/2.
- (c) On perusal of Mutation Entry No. 17127 dated 11th July, 2000, it appears that Shivaji Baburao Ghule created a charge on the Larger Land 2 in favor of Pratibha Multipurpose Co-operative Limited for securing an amount of INR 3,00,000/- (Rupees Three Lakh only) and accordingly, the name of Pratibha Multipurpose Co-operative Limited was recorded in the other rights column of the 7/12 extract of Larger Land 2.
- (d) By and under a Memorandum of Understanding dated 27th January, 2006, (i) Shivaji Baburao Ghule, (ii) Mangal Shivaji Ghule, (iii) Vaibhav Shivaji Ghule, (minor through his natural guardian Shivaji Baburao Ghule) and (iv) Vipul Shivaji Ghule, (minor through his natural guardian Shivaji Baburao Ghule), agreed to grant and assign the



development rights over Larger Land 2 in favor of Rajiv Ghule and Associates or their nominees. The reference of the Memorandum of Understanding dated 27th January, 2006 has been derived from the Development Agreement dated 7th November, 2006 referred to below.

- (e) By and under an Agreement dated 22nd August, 2006, Rajiv Ghule and Associates agreed to transfer and assign development rights over Larger Land 2 in favor of Manjri in the manner contained therein. The reference of the Agreement dated 22nd August, 2006 has been derived from the Development Agreement dated 7th November, 2006 referred to below.
- (f) By and under a Development Agreement dated 7th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/8808 of 2006, (i) Shivaji Baburao Ghule (ii) Mangal Shivaji Ghule (iii) Vaibhav Shivaji Ghule, (minor through his natural guardian Shivaji Baburao Ghule), and (iv) Vipul Shivaji Ghule, (minor through his natural guardian Shivaji Baburao Ghule), have granted and assigned development rights along with possession of an area admeasuring Larger Land 2 unto Manjri, through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, (i) Anjanabai Lakshman Harpale, (ii) Sanjeevni Sarjerao Kale, (iii) Parubai Shankar Bhadale, have consented to, and Rajiv Ghule and Associates along with Rajiv Shivaji Ghule have confirmed the aforesaid transaction of grant of development rights with respect to Larger Land 2 in favor of Manjri, on terms and conditions more particularly described therein.
- (g) By and under a notarized Supplementary Agreement dated 7th November, 2006, Manjri permitted (i) Shivaji Baburao Ghule, (ii) Mangal Shivaji Ghule, (iii) Vaibhav Shivaji Ghule and (iv) Vipul Shivaji Ghule, to use and occupy the house admeasuring 47.25 square meters standing on land admeasuring 2.53 Ares, i.e., 253 square meters forming part of Larger Land 2 and agreed to allot an area admeasuring 2.53 Ares in the project to be constructed by Manjri, in the manner mentioned therein.
- (h) By and under an Irrevocable Power of Attorney dated 8th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8809 of 2006, (i) Shivaji Baburao Ghule, (ii) Mangal Shivaji Ghule, (iii) Vaibhav Shivaji Ghule, (minor through his natural guardian Shivaji Baburao Ghule), and (iv) Vipul Shivaji Ghule (minor through his natural guardian Shivaji Baburao Ghule), in furtherance of the Development Agreement dated 7th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8808 of 2006, conferred various powers on Manjri in the manner provided therein.
- (i) By and under a Deed of Assignment of Development Rights dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-15 under Serial No. HVL-15/4792 of 2007, Manjri through its constituted attorney Chaitanya Chunduri granted and assigned the exclusive and absolute development rights for Larger Land 2 in favor of Malnad Projects through its constituted attorney Kamal Sagar on terms and conditions more particularly stated therein. (i) Shivaji Baburao Ghule, (ii) Mangal Shivaji Ghule (iii) Vaibhav Shivaji Ghule and (iv) Vipul Shivaji Ghule, all through their constituted attorney Manjri, consented to the aforesaid transaction of assignment of development rights with respect to Larger Land 2 in favor of Malnad Projects, on terms and conditions more particularly described therein.

- (j) By and under an Irrevocable Power of Attorney dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4793 of 2007, (i) Shivaji Baburao Ghule, (ii) Mangal Shivaji Ghule, (iii) Vaibhav Shivaji Ghule (minor through his natural guardian Shivaji Baburao Ghule), and (iv) Vipul Shivaji Ghule, (minor through his natural guardian Shivaji Baburao Ghule), in furtherance of the Deed of Assignment of Development Agreement dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-15 under Serial No. HVL-15/4792, conferred various powers on Malnad Projects in the manner provided therein.
- (k) By and under a Deed of Conveyance dated 24th March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli-2 under Serial No. HVL-11/2402 of 2009, (i) Shivaji Baburao Ghule, (ii) Mangal Shivaji Ghule, (iii) Vaibhav Shivaji Ghule, and (iv) Vipul Shivaji Ghule, through their Power of Attorney Manjri through its constituted attorney Chaitanya Chunduri sold, transferred and conveyed area admeasuring 4 Ares out of Larger Land 2 unto Sanjay Lakshman Ghule and Amol Lakshman Ghule. Further, Lakshman Baburao Ghule and Manjri consented to the aforesaid conveyance in favor of Sanjay Lakshman Ghule and Amol Lakshman Ghule, in the manner mentioned therein.
- (l) By and under a Deed of Conveyance dated 24th March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2403 of 2009, (i) Shivaji Baburao Ghule, (ii) Mangal Shivaji Ghule, (iii) Vaibhav Shivaji Ghule, and (iv) Vipul Shivaji Ghule, through their Power of Attorney Manjri through its constituted attorney Chaitanya Chunduri sold, transferred and conveyed area admeasuring 3 Ares out of Larger Land 2 unto Somnath Bajirao Ghule and Vikas Bajirao Ghule. Further, Suman Bajirao Ghule and Manjri have consented to the aforesaid conveyance in favor of Somnath Bajirao Ghule and Vikas Bajirao Ghule, in the manner mentioned therein.
- (m) On perusal of Mutation Entry No. 21001 dated 20th April, 2007, it appears that Shivaji Baburao Ghule repaid the loan availed from Saibaba V.K.S. Society and accordingly, the charge of Saibaba V.K.S. Society was deleted from the other rights column of the 7/12 extract of Larger Land 2.
- (n) On perusal of Mutation Entry No. 21102 dated 23rd May, 2007, it appears that Shivaji Baburao Ghule repaid the loans availed from Canara Bank, Hadapsar branch and Pratibha Multipurpose Co-operative Societies Limited and accordingly, the names of Canara Bank, Hadapsar branch and Pratibha Multipurpose Co-operative Societies Limited were deleted from the other rights column of the 7/12 extract of Larger Land 2.
- (o) By and under a Supplementary Agreement dated 2nd April, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2678 of 2009, Manjri allotted an area admeasuring 3 Ares out of Larger Land 2 to Shivaji Baburao Ghule.
- (p) On perusal of Mutation Entry No. 31245 dated 23rd July, 2018 it appears that certain details on the village form 7/12 extracts pertaining to Land 2 were modified.
- (q) By and under Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/4641 of 2021, (i) Shivaji Baburao Ghule, (ii) Mangal Shivaji Ghule, (iii) Vaibhav Shivaji Ghule and (iv) Vipul Shivaji Ghule, through their constituted attorney Manjri sold, transferred and

conveyed area admeasuring 1 Hectare 6 Ares out of Larger Land 2 (i.e., "Land 2") unto Malnad Projects in the manner provided therein. Further, Manjri consented to the aforesaid transaction with respect to Land 2 in favor of Malnad Projects, in the manner mentioned therein. The aforesaid sale was recorded in the revenue Records vide Mutation Entry No. 34989 dated 28th May, 2021 in the revenue records.

- (r) Thus, it appears that the ownership rights of Land 2 admeasuring 106 Ares vested in Malnad Projects.

3. In respect of Land 3 and Land 4 (Survey No. 45/3/2 and Survey No. 45/4/2):

- (a) It appears that prior to the year 1990, Baburao Abaji Ghule was the owner of (i) land admeasuring 43 Ares bearing Survey No. 45/3 and (ii) land admeasuring 44 Ares bearing Survey No. 45/4.
- (b) By and under a Partition Deed dated 29th October, 1990, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. 13753 of 1990 executed by and between (i) Baburao Abaji Ghule, (ii) Laxman Baburao Ghule, (iii) Bajirao Baburao Ghule, (iv) Dattatray Baburao Ghule, and (v) Shivaji Baburao Ghule, the aforesaid land bearing Survey Nos. 45/3 and 45/4 were partitioned between them as follows:
 - (i) a portion admeasuring 40 Ares out of land bearing Survey Nos. 45/3 came to the share of Dattatray Baburao Ghule;
 - (ii) the balance area admeasuring 3 Ares out of land bearing Survey Nos. 45/3 came to the share of (a) Baburao Abaji Ghule (b) Laxman Baburao Ghule (c) Bajirao Baburao Ghule (d) Dattatray Baburao Ghule and (e) Shivaji Baburao Ghule collectively;
 - (iii) a portion admeasuring 41 Ares out of land bearing Survey No. 45/4 came to the share of Dattatray Baburao Ghule; and
 - (iv) the balance portion admeasuring 3 Ares out of land bearing Survey No. 45/4 came to the share of (a) Baburao Abaji Ghule, (b) Laxman Baburao Ghule, (c) Bajirao Baburao Ghule, (d) Dattatray Baburao Ghule, and (e) Shivaji Baburao Ghule collectively.

The aforesaid partition has been recorded in the revenue records vide Mutation Entry No. 13765 dated 4th January, 1991, which also records that the aforesaid portion admeasuring 3 Ares out of the total area of Survey No. 45/3 was renumbered as Survey No. 45/3/1 and the aforesaid portion admeasuring 3 Ares out of the total area of Survey No. 45/4 was renumbered as new Survey No. 45/4/1. It further appears that the aforesaid area admeasuring 40 Ares out of land bearing Survey No. 45/3 was assigned Survey No. 45/3/2 ("Larger Land 3") and the aforesaid area admeasuring 41 Ares out of land bearing Survey No. 45/4 was assigned Survey No. 45/4/2 ("Larger Land 4").

- (c) On perusal of Mutation Entry No. 13880 dated 8th June, 1991, it appears that Dattatray Baburao Ghule created a charge on Larger Land 3 and Larger Land 4 in favor of Saibaba V.K.S. Society for securing an amount of INR 1,00,000/- (Rupees One Lakh only) and accordingly, the charge of Saibaba V.K.S. Society appears in the other rights column of the 7/12 extracts for Larger Land 3 and Larger Land 4.



- (d) On perusal of Mutation Entry No. 15915 dated 19th May, 1998, it appears that Dattatray Baburao Ghule died on 21st April 1998 leaving behind as his legal heirs, (i) Vishvatma Dattatray Ghule (minor), (ii) Trupti Dattatray Ghule (minor), (iii) Priti Dattatray Ghule (minor) and (iv) Lata Dattatray Ghule.
- (e) By and under a Power of Attorney dated 3rd June, 2005 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/3202 of 2005, Trupti Dattatray Ghule granted various powers in respect of inter alia Larger Land 3 and Larger Land 4 in favor of Lata Dattatray Ghule, in the manner provided therein.
- (f) By and under a Development Agreement dated 11th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/8022 of 2006, (i) Vishvatma Dattatray Ghule, (ii) Trupti Kalbhor nee Trupti Dattatray Ghule through her constituted attorney Lata Dattatray Ghule, (iii) Priti Dattatray Ghule (minor, 14 years) through her natural guardian Lata Dattatray Ghule, (iv) Lata Dattatray Ghule, have granted and assigned development rights along with possession of the Larger Land 3 and Larger Land 4 unto Malnad Projects through its authorized signatory Venkatadasappa Srinivas Harish, in the manner contained therein. There is a structure on an area admeasuring 3 Ares out of Larger Land 3 and it has been agreed between the parties that the Malnad Projects shall develop the project and provide the owners with an alternate area of 3 Ares in exchange within the project of the Malnad Projects and thereafter handover constructed premises of 3 Ares to the landowner. The aforesaid Development Agreement has been recorded in the revenue records vide Mutation Entry No. 21158 dated 22nd June, 2007.
- (g) By and under an Irrevocable Power of Attorney dated 11th October, 2006 with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/8023 of 2006, (i) Vishvatma Dattatray Ghule, (ii) Trupti Dattatray Ghule, (iii) Priti Dattatray Ghule through her natural guardian Lata Dattatray Ghule, (iv) Lata Dattatray Ghule in furtherance of the Development Agreement dated 11th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/8022 of 2006, have conferred various powers on Malnad Projects in the manner provided therein.
- (h) By and under a Deed of Transfer registered on 15th September, 2011 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4432 of 2011 (i) Vishvatma Dattatray Ghule, (ii) Trupti Dattatray Ghule, (iii) Priti Dattatray Ghule and (iv) Lata Dattatray Ghule, through their constituted attorney Malnad Projects, and (v) Malnad Projects sold, transferred and conveyed area admeasuring 0.50 Ares out of Larger Land 3 and area admeasuring 0.50 Ares out of Larger Land 4 unto Vikas Bajirao Ghule in the manner provided therein. The name of Vikas Bajirao Ghule was recorded in the revenue records for 0.5 Ares each in the 7/12 extracts for Larger Land 3 and Larger Land 4 vide Mutation Entry No. 26123 dated 28th November, 2011. We have derived the reference of this Deed of Transfer from the Index II thereof and from Mutation Entry No. 26123.
- (i) On perusal of Mutation Entry No. 26112 dated 28th November, 2011, it appears that Vishvatma Dattatray Ghule and Janabai Dattatray Ghule have repaid the loan granted by Saibaba Multipurpose Co-operative Society Limited and therefore the charge of Saibaba Multipurpose Co-operative Society Limited was deleted from the other rights column of the 7/12 extracts of Larger Land 3 and Larger Land 4.



- (j) On perusal of Mutation Entry No. 27044 dated 8th September, 2012, it appears that Vishwatma Ghule and Janabai Dattatray Ghule have repaid the loan granted by Saibaba Multipurpose Co-operative Society Limited against Larger Land 3 and Larger Land 4 and therefore, the name of Saibaba Multipurpose Co-operative Society Limited to be deleted from the other rights column of the 7/12 extract of Larger Land 3 and Larger Land 4. We cannot ascertain which loan / charge this Mutation Entry No. 27044 pertains to.
- (k) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Land 3 and Land 4.
- (l) By and under a Mortgage Deed dated 16th August, 2018 registered with the office of Sub-Registrar of Assurances under Serial No. 86 of 2018, Vikas Bajirao Ghule and Priyanka Vikas Ghule created a charge on Land 3 in favor of Dr. Manibhai Desai Gramin Bigarsheti Patsanatha Limited by taking a loan of INR 5,00,000/- (Rupees Five Lakh only). The same has been recorded in the revenue records vide Mutation Entry No. 31599 dated 17th October, 2018.
- (m) By and under a Sale Deed dated 23rd December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/10995 of 2020, (i) Vishwatma Dattatray Ghule, (ii) Trupti Dattatray Ghule, (iii) Priti Dattatray Ghule, (iv) Lata Dattatray Ghule through their constituted attorney Malnad Projects sold, transferred and conveyed area admeasuring 39.50 Ares out of Larger Land 3 (i.e. "Land 3") and area admeasuring 40.50 Ares out of Larger Land 4 ("Land 4") unto Malnad Projects through its constituted attorney Suresh Bhandari in the manner provided therein. The aforesaid sale has been recorded in the revenue records vide Mutation Entry No. 34633 dated 27th February, 2021.
- (n) On perusal of Mutation Entry No. 38913 dated 4th January, 2024, it appears that the Vishwatma Dattatray Ghule took a loan of INR 3,00,000/- (Rupees Three Lakh only) from Pratibha V.K.S Society and the same has been repaid and therefore the charge of Pratibha V.K.S Society was deleted from the other rights column of the 7/12 extract of Land 3.
- (o) Thus, it appears that the ownership rights of Land 3 admeasuring 39.5 Ares and Land 4 admeasuring 40.5 Ares vested in Malnad Projects and the latest 7/12 extract reflects the following: (i) development rights created in favor of Malnad projects for land admeasuring 39.5 Ares over Land 3 and over land admeasuring 40.5 Ares over Land 4 and (ii) charge of Dr. Manibhai Desai Gramin Bigarsheti Patsanatha Limited of Rs. 5,00,000.

4. In respect of Land 5 (Survey No. 45/5):

- (a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Maruti Prabhu Ghule was the owner of land bearing Survey No. 45/5 admeasuring 47 Ares ("Larger Land 5").
- (b) On perusal of Mutation Entry No. 17125 dated 11th July, 2000, it appears that Maruti Prabhu Ghule created a charge on Larger Land 5 in favor of Pratibha Multipurpose Co-operative Limited for securing an amount of INR 1,00,000/- (Rupees One Lakh only) and accordingly, the name of Pratibha Multipurpose Co-operative Limited appears in the other rights column of the 7/12 extract of Larger Land 5. Further, on perusal of



Mutation Entry No. 22616 dated 22nd December, 2008, it appears that Maruti Prabhu Ghule repaid the aforesaid loan and therefore the name of Pratibha Multipurpose Co-operative Limited was deleted from the other rights column of the 7/12 extract of Larger Land 5.

- (c) By and under a Memorandum of Understanding dated 27th January, 2006, (i) Maruti Prabhu Ghule, (ii) Balasaheb Maruti Ghule, (iii) Vilas Maruti Ghule, (iv) Bhama alias Lata Suresh Dimble, (v) Rukesh Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule), (vi) Aarti Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule), (vii) Rituraj Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule) and (viii) Rushikesh Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule) agreed to grant and assign the development rights over Larger Land 5 in favor of M/s Rajiv Ghule and Associates or their nominees. The reference of the Memorandum of Understanding dated 27th January, 2006 has been derived from the Development Agreement dated 7th December, 2006 referred to below.
- (d) By and under a notarized Supplementary Agreement dated 7th February, 2006, Manjri permitted (i) Maruti Prabhu Ghule, (ii) Balasaheb Maruti Ghule, (iii) Vilas Maruti Ghule, (iv) Bhama alias Lata Suresh Dimble, (v) Rukesh Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule) and (vi) Aarti Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule) to use and occupy the House standing on land admeasuring 191.07 square meters standing on land admeasuring 3.28 Ares i.e., 328.43 square meters out of Larger Land 5 and agreed to allot an area admeasuring 3.58 Ares in the project to be constructed by Manjri or adjacent to the same in the manner mentioned therein.
- (e) By and under an Agreement dated 22nd August, 2006, M/s Rajiv Ghule and Associates agreed to facilitate the transfer and assignment of development rights over Larger Land 5, in favor of Manjri in the manner contained therein. The reference of the Agreement dated 22nd August, 2006 has been derived from the Development Agreement dated 7th December, 2006 referred to below.
- (f) By and under a Development Agreement dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9743 of 2006, (i) Maruti Prabhu Ghule (ii) Balasaheb Maruti Ghule, (iii) Vilas Maruti Ghule, (iv) Bhama alias Lata Suresh Dimble, (v) Rukesh Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule), (vi) Aarti Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule), (vii) Rituraj Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule) and (viii) Rushikesh Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule) granted and assigned development rights along with possession of the Larger Land 5 unto Manjri, through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, (i) Anjanabai Maurti Ghule, (ii) Surekha Balasaheb Ghule and (iii) Jayashree Vilas Ghule, consented to and Rajiv Ghule and Associates confirmed the aforesaid transaction of grant of development rights with respect to Larger Land 5 in favor of Manjri, on terms and conditions more particularly described therein.
- (g) By and under an Irrevocable Power of Attorney dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9744 of 2006, (i) Maruti Prabhu Ghule (ii) Balasaheb Maruti Ghule, (iii) Vilas Maruti Ghule, (iv) Bhama alias Lata Suresh Dimble, (v) Rukesh Balasaheb Ghule (minor through his



natural guardian Balasaheb Maruti Ghule), (vi) Aarti Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule), (vii) Rituraj Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule) and (viii) Rushikesh Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule) in furtherance of the Development Agreement dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9743 of 2006, conferred various powers on Manjri in the manner provided therein.

- (h) By and under a Deed of Assignment of Development Rights dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4792 of 2007, Manjri through its authorized signatory Chaitanya Chunduri granted and assigned the exclusive and absolute development rights for Land 5 unto Malnad Projects on the terms and conditions more particularly mentioned therein. Further, (i) Maruti Prabhu Ghule, (ii) Balasaheb Maruti Ghule, (iii) Vilas Maruti Ghule, (iv) Bhama alias Lata Suresh Dimble, (v) Rukesh Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule), (vi) Aarti Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule), (vii) Rituraj Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule) and (viii) Rushikesh Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule), consented to the aforesaid transaction of assignment of development rights with respect to Larger Land 5 in favor of Malnad Projects, on terms and conditions more particularly described therein.
- (i) By and under an Irrevocable Power of Attorney dated 6th March, 2007 with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4793 of 2007, (i) Maruti Prabhu Ghule (ii) Balasaheb Maruti Ghule, (iii) Vilas Maruti Ghule, (iv) Bhama alias Lata Suresh Dimble, (v) Rukesh Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule), (vi) Aarti Balasaheb Ghule (minor through his natural guardian Balasaheb Maruti Ghule), (vii) Rituraj Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule) and (viii) Rushikesh Vilas Ghule (minor through his natural guardian Vilas Maruti Ghule), all through their power of attorney Manjri conferred various powers on Malnad Projects in the manner provided therein.
- (j) By and under a Supplementary Agreement dated 4th February, 2009, registered with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/997 of 2009, Manjri through constituted attorney Chaitanya Chunduri, allotted an area admeasuring 4 Acres out of Larger Land 5 to (i) Maruti Prabhu Ghule, (ii) Balasaheb Maruti Ghule and (iii) Vilas Maruti Ghule for residential purpose, in the manner stated therein.
- (k) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Land 5.
- (l) On perusal of Mutation Entry No. 32319 dated 6th October, 2019, it appears that (i) Rukesh Balasaheb Ghule (ii) Balasaheb Maruti Ghule (iii) Surekha Balasaheb Ghule (iv) Maruti Prabhu Ghule (v) Vilas Maruti Ghule and (vi) Jaishri Vilas Ghule have created a charge on their share in Larger Land 5 in favor of Rajshree Shahu Bank Limited for securing a loan of INR 20,00,000/- (Rupees Twenty Lakh only) and accordingly, the name of Rajshree Shahu Bank Limited was recorded in the other rights column of the 7/12 extract of Larger Land 5.
- (m) By and under a Sale Deed dated 31st December, 2020 with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1257 of 2021, (i) Maruti Prabhu



Ghule, (ii) Balasaheb Maruti Ghule, (iii) Vilas Maruti Ghule, (iv) Bhama alias Lata Suresh Dimble, (v) Rukesh Balasaheb Ghule, (vi) Aarti Balasaheb Ghule, (vii) Ruturaj Vilas Ghule and (viii) Rushikesh Vilas Ghule all through their constituted attorney Manjri therein, sold, transferred and conveyed area admeasuring 43 Ares out of Larger Land 5 ("Land 5") unto Malnad Projects. Further, Manjri consented to the aforesaid transaction with respect of Land 5 in favor of Malnad Projects in the manner mentioned therein. The aforesaid sale was recorded vide Mutation Entry No. 35795 dated 3rd November, 2021 in the revenue records.

(n) Thus, it appears that the ownership rights of Land 5 admeasuring 43 Ares vested in Malnad Projects and the latest 7/12 extract reflects the charge of Rajashri Shahu Co-operative Bank Limited, Pune of Rs. 20,00,000/-.

5. In respect of Land 6 and Land 8 (Survey Nos. 45/6 and 45/8):

(a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Dnyandeo alias Dnyanu alias Dnyanoba Daulata Kamthe was the owner of (i) land admeasuring 71 Ares bearing Survey No. 45/6 ("Larger Land 6") and (ii) land admeasuring 102 Ares bearing Survey No. 45/8 ("Larger Land 8"). In the other rights column of the 7/12 extract for Larger Land 8, the names of Dnyanoba Madhav, Laxman Bahiru, Narayan Madhav and Rambhau Madhav were reflected as tenants. These names were subsequently deleted, but we have not come across any Mutation Entries or any other documents recording such deletion.

(b) On perusal of Mutation Entry No. 14516 dated 15th June, 1995, it appears that Dnyandeo alias Dnyanu alias Dnyanoba Daulata Kamthe died on 10th May, 1995 leaving behind him as his legal heirs, (i) Dattatray Dnyanoba Kamthe, (ii) Balasaheb Nivrutti Kamthe, (iii) Sangeeta Ashok Chondhe, (iv) Parubai Nivrutti Kamthe, (v) Anjanibai Maruti Ghule, (vi) Manjulabai Eknath Bhor, (vii) Sanjivani Jaysingh Mhaske, (viii) Kausalya Ananda Kakade, (ix) Babubai Dnyanoba Kamthe and (x) Somnath Nivruti Kamthe and accordingly their names were recorded in the revenue records.

(c) On perusal of Mutation Entry No. 16273 dated 11th January, 1999, it appears that Dattatray Dnyanoba Kamthe created a charge on Larger Land 6 in favor of Canara Bank for securing an amount of INR 40,000/- (Rupees Forty Thousand only) and accordingly, the name of Canara Bank was recorded in the other rights column of the 7/12 extracts of Larger Land 6 and Larger Land 8.

(d) On perusal of Mutation Entry No. 17129 dated 13th July, 2000, it appears that Dattatray Dnyanoba Kamthe created a charge on Larger Land 6 in favor of Pratibha V.K.S. Co-operative Society for securing an amount of INR 2,50,000/- (Rupees Two Lakh Fifty Thousand only) and accordingly, the name of Pratibha V.K.S. Co-operative Society was recorded in the other rights column of the 7/12 extracts of Larger Land 6 and Larger Land 8.

(e) Further, on perusal of Mutation Entry No. 18831 dated 9th October, 2003, it appears that Ramdas Sopana Kamthe and Dattatray Dnyanoba Kamthe repaid the loan of Pratibha V.K.S. Co-operative Society and therefore, the name of Pratibha V.K.S. Co-operative Society was deleted from the other rights column of the 7/12 extracts of Larger Land 6.

- (f) On perusal of Mutation Entry No. 18838 dated 17th October, 2003, it appears that Dattatray Dnyanoba Kamthe created a charge on Larger Land 6 and Larger Land 8 in favor of Saibaba V.K.S. Society for securing an amount of INR 5,00,000/- (Rupees Five Lakh only) and accordingly, the name of Saibaba V.K.S. Society was recorded in the other rights column of the 7/12 extract of Larger Land 6 and Larger Land 8.
- (g) On perusal of Mutation Entry No. 18919 dated 30th December, 2003, it appears that Babubai Dnyanoba Kamthe died on 22nd October, 2001 leaving behind as her legal heirs, (i) Dattatraya Dnyanoba Kamthe, (ii) Anjanabai Maruti Ghule, (iii) Manjulabai Eknath Bhor, (iv) Sanjeevani Jaysingh Mhaske, (v) Kausalya Ananda Kakde, (vi) Balasaheb Nivrutti Kamthe, (vii) Somnath Nivrutti Kamthe, (viii) Sangeeta Ashok Chondhe and (ix) Parubai Nivrutti Kamthe and accordingly their names were recorded in the revenue records.
- (h) On perusal of Mutation Entry No. 18991 dated 13th February, 2004, it appears that Dattatraya Dnyanoba Kamthe created a charge on Larger Land 6 and Larger Land 8 in favor of Saibaba Vikas Sahkari Society for securing an amount of INR 75,000/- (Rupees Seventy Five Thousand only) and accordingly, the name of Saibaba Vikas Sahkari Society was recorded in the other rights column of the 7/12 extracts of Larger Land 6 and Larger Land 8.
- (i) On perusal of Mutation Entry No. 18992 dated 13th February, 2004, it appears that Anjanabai Maruti Ghule created a charge on Larger Land 6 and Larger Land 8 in favor of Saibaba Vikas Sahkari Society for securing an amount of INR 50,000/- (Rupees Fifty Thousand only) and accordingly, the name of Saibaba Vikas Sahkari Society was recorded in the other rights column of the 7/12 extracts of Larger Land 6 and Larger Land 8.
- (j) On perusal of Mutation Entry No. 18993 dated 13th February, 2004, it appears that Sanjeevani Jaysingh Mhaske created a charge on Larger Land 6 in favor of Saibaba Vikas Sahkari Society for securing an amount of INR 50,000/- (Rupees Fifty Thousand only) and accordingly, the name of Saibaba Vikas Sahkari Society was recorded in the other rights column of the 7/12 extract of Larger Land 6.
- (k) On perusal of Mutation Entry No. 18994 dated 13th February, 2004, it appears that Balasaheb Nivrutti Kamthe created a charge on Larger Land 6 in favor of Saibaba Vikas Sahkari Society for securing an amount of INR 50,000/- (Rupees Fifty Thousand only) and accordingly, the name of Saibaba Vikas Sahkari Society was recorded in the other rights column of the 7/12 extract of Larger Land 6.
- (l) On perusal of Mutation Entry No. 19000 dated 19th February, 2004, it appears that Manjulabai Eknath Bhor created a charge on her share in Larger Land 6 and Larger Land 8 in favour of Saibaba V.K.S. Society Limited for securing an amount of INR 50,000/- (Rupees Fifty Thousand only) and accordingly, the name of Saibaba Multipurpose Co-operative Society Limited was recorded in the other rights column of the 7/12 extracts of Larger Land 6 and Larger Land 8.
- (m) On perusal of Mutation Entry No. 19001 dated 19th February, 2004, it appears that Kausalya Ananda Kakde created a charge on her share in Larger Land 6 and Larger Land 8 in favour of Saibaba V.K.S. Society Limited for securing a loan of INR 50,000/- (Rupees Fifty Thousand only) and accordingly, the name of Saibaba V.K.S. Society



Limited was recorded in the other rights column of the 7/12 extracts of Larger Land 6 and Larger Land 8.

- (n) On perusal of Mutation Entry No. 19002 dated 19th February, 2004, it appears that Sangeeta Ashok Chondhe created a charge on her share in Larger Land 6 and Larger Land 8 in favour of Saibaba V.K.S. Society Limited for securing an amount of INR 50,000/- (Rupees Fifty Thousand only) and accordingly, the name of Saibaba V.K.S. Society Limited was recorded in the other rights column of the 7/12 extracts of Larger Land 6 and Larger Land 8.
- (o) On perusal of Mutation Entry No. 19003 dated 19th February, 2004, it appears that Parubai Nivruti Kamthe created a charge on her share in Larger Land 6 and Larger Land 8 in favour of Saibaba V.K.S. Society Limited for securing an amount of INR 50,000/- (Rupees Fifty Thousand only) and accordingly, the name of Saibaba V.K.S. Society Limited was recorded in the other rights column of the 7/12 extracts of Larger Land 6 and Larger Land 8.
- (p) On perusal of Mutation Entry No. 19004 dated 19th February, 2004, it appears that Somnath Nivruti Kamthe created a charge on her share in Larger Land 6 and Larger Land 8 in favour of Saibaba Multipurpose Co-operative Society Limited for securing an amount of INR 50,000/- (Rupees Fifty Thousand only) and accordingly, the name of Saibaba Multipurpose Co-operative Society Limited was recorded in the other rights column of the 7/12 extracts of Larger Land 6 and Larger Land 8.
- (q) Mutation Entry Nos. 19992, 19993, 19994 and 21762 are reflected in the 7/12 extract for Larger Land 8, but they do not pertain to Larger Land 8.
- (r) By and under a Memorandum of Understanding dated 27th January, 2006, (i) Dattatray Dnyanoba Kamthe, (ii) Balasaheb Nivruti Kamthe, (iii) Somnath Nivruti Kamthe, (iv) Sangeeta Ashok alias Suresh Chondhe, (v) Parubai Nivruti Kamthe, (vi) Anjanabai Maruti Ghule, (vii) Manjulabai Eknath Bhore, (viii) Sanjeevani Jaysingh Mhaske, (i) Kausalya Ananda Kakde, (x) Muktabai Varman Pisal, (xi) Ashok Dattatray Kamthe, (xii) Suresh Dattatray Kamthe, (xiii) Tarabai Eknath Tanpure, (xiv) Sarubai Vithal Gavde, (xv) Niranjan Ashok Kamthe (minor through his natural guardian Ashok Dattatray Kamthe), (xvi) Nikita Ashok Kamthe (minor through Ashok Dattatray Kamthe), (xvii) Kshitija Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xviii) Abhijeet Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xix) Puja Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xx) Ashlesha Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxi) Komal Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxii) Nikhil Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxiii) Prathamesh Somnath Kamthe (minor through his natural guardian Somnath Nivruti Kamthe) and (xxiv) Yash Somnath Kamthe (minor through his natural guardian Somnath Nivruti Kamthe) agreed to grant and assign the development rights over Larger Land 6 and Larger Land 8 in favor of Rajiv Ghule and Associates or their nominees. The reference of the Memorandum of Understanding dated 27th January, 2006 has been derived from the Development Agreement dated 9th May, 2007 referred to below.
- (s) By and under an Agreement dated 22nd August, 2006, Rajiv Ghule and Associates agreed to facilitate the transfer and assign development rights over Larger Land 6 and



Larger Land 8 in favor of Manjri on terms and conditions more particularly described therein. The reference of the Agreement dated 22nd August, 2006 has been derived from the Development Agreement dated 9th May, 2007 referred to below.

(t) By and under a Development Agreement dated 9th May, 2007, registered with the office of Sub-Registrar of Assurances at Haveli at HVL-7/3443/2007, (i) Dattatray Dnyanoba Kamthe, (ii) Balasaheb Nirvuti Kamthe, (iii) Somnath Nirvuti Kamthe, (iv) Sangeeta Ashok alias Suresh Chondhe, (v) Parubai Nirvuti Kamthe, (vi) Anjanabai Maruti Ghule, (vii) Manjulabai Eknath Bhor, (viii) Sanjeevani Jaysingh Mhaske, (ix) Kausalya Ananda Kakade, (x) Muktabai Vaman Pisal, (xi) Ashok Dattatray Kamthe, (xii) Suresh Dattatray Kamthe, (xiii) Tarabai Eknath Tanpure, (xiv) Sarubai Vitthal Gawade, (xv) Niranjan Ashok Kamthe (minor through his natural guardian Ashok Dattatray Kamthe), (xvi) Nikita Ashok Kamthe (minor through Ashok Dattatray Kamthe), (xvii) Kshitija Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xviii) Abhijeet Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xix) Puja Balasaheb Kamthe (minor through his natural guardian Balasaheb Nirvuti Kamthe), (xx) Ashlesha Balasaheb Kamthe (minor through his natural guardian Balasaheb Nirvuti Kamthe), (xxi) Komal Balasaheb Kamthe (minor through his natural guardian Balasaheb Nirvuti Kamthe), (xxii) Nikhil Balasaheb Kamthe (minor through his natural guardian Balasaheb Nirvuti Kamthe), (xxiii) Prathamesh Somnath Kamthe (minor through his natural guardian Somnath Nirvuti Kamthe) and (xxiv) Yash Somnath Kamthe (minor through his natural guardian Somnath Nirvuti Kamthe) have granted and assigned development rights along with the possession of Larger Land 6 and Larger Land 8 unto Manjri through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, (i) Anusaya Dattatray Kamthe, (ii) Lata Ashok Kamthe, (iii) Ujwala Suresh Kamthe, (iv) Kavita Balasaheb Kamthe and (v) Rupali Somnath Kamthe confirmed to, and M/s. Rajiv Ghule and Associates consented to the aforesaid transaction of grant of development rights with respect to Larger Land 6 and Larger Land 8 in favor of Manjri, on terms and conditions more particularly described therein. Furthermore, the Owners therein represented to Manjri that they have agreed to transfer 10 Ares out of Larger Land 8 to various third parties who are already occupying the said portions of land. It was agreed between the parties that the Owners will settle the said third parties and hand over the possession of 10 Ares to Manjri within a period of six months from the date of execution to the aforementioned Development Agreement dated 9th May, 2007.

(u) By and under Irrevocable Power of Attorney dated 9th May, 2007, registered with the office of Sub-Registrar of Assurances at Haveli at HVL-7/3444/2007, (i) Dattatray Dnyanoba Kamthe, (ii) Balasaheb Nirvuti Kamthe, (iii) Somnath Nirvuti Kamthe, (iv) Sangeeta Ashok alias Suresh Chondhe, (v) Parubai Nirvuti Kamthe, (vi) Anjanabai Maruti Ghule, (vii) Manjulabai Eknath Bhor, (viii) Sanjeevani Jaysingh Mhaske, (ix) Kausalya Ananda Kakade, (x) Muktabai Vaman Pisal, (xi) Ashok Dattatray Kamthe, (xii) Suresh Dattatray Kamthe, (xiii) Tarabai Eknath Tanpure, (xiv) Sarubai Vitthal Gawade, (xv) Niranjan Ashok Kamthe (minor through his natural guardian Ashok Dattatray Kamthe), (xvi) Nikita Ashok Kamthe (minor through Ashok Dattatray Kamthe), (xvii) Kshitija Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xviii) Abhijeet Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xix) Puja Balasaheb Kamthe (minor through his natural guardian Balasaheb Nirvuti Kamthe), (xx) Ashlesha Balasaheb Kamthe (minor through his natural guardian Balasaheb Nirvuti Kamthe), (xxi) Komal Balasaheb Kamthe (minor through his natural guardian Balasaheb Nirvuti Kamthe), (xxii) Nikhil



Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxiii) Prathamesh Somnath Kamthe (minor through his natural guardian Somnath Nivruti Kamthe) and (xxiv) Yash Somnath Kamthe (minor through his natural guardian Somnath Nivruti Kamthe) in furtherance of the Development Agreement dated 9th May 2007, registered with the office of Sub-Registrar of Assurances at Haveli at HVL-7/3443/2007, conferred various powers on Manjri through its constituted attorney Chaitanya Chunduri in the manner provided therein.

- (v) By and under a Supplementary Agreement dated 5th February, 2009 registered with the office of Sub-Registrar of Assurances under Serial No. HVL-11/996/2009, Manjri allotted (i) an area admeasuring 4 Ares out of Larger Land 6 to Balasaheb Nivruti Kamthe and Somnath Nivruti Kamthe, and (ii) an area aggregating to 16 Ares out of Larger Land 8 to Ashok Dattatray Kamthe and Suresh Dattatray Kamthe for residential purpose, in the manner stated therein.
- (w) By and under a Deed of Assignment of Development Rights dated 31st March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4205 of 2009, Manjri through its authorized signatory Chaitanya Chunduri granted and assigned the exclusive and absolute development rights for (i) an area admeasuring 67 Ares out of Larger Land 6 ("Land 6") and (ii) an area admeasuring 86 Ares out of Larger Land 8 ("Land 8") unto Malnad Projects in the manner provided therein. Further, (i) Dattatray Dnyanoba Kamthe, (ii) Balasaheb Nivruti Kamthe, (iii) Somnath Nivruti Kamthe, (iv) Sangeeta Ashok alias Suresh Chondhe, (v) Parubai Nivruti Kamthe, (vi) Anjanabai Maruti Ghule, (vii) Manjulabai Eknath Bhore, (viii) Sanjeevani Jaysingh Mhaske, (ix) Kausalya Ananda Kakde, (x) Muktabai Vaman Pisal, (xi) Ashok Dattatray Kamthe, (xii) Suresh Dattatray Kamthe, (xiii) Tarabai Eknath Tanpure, (xiv) Sarubai Vithal Gavde, (xv) Niranjan Ashok Kamthe, (minor through his natural guardian Ashok Dattatray Kamthe), (xvi) Nikita Ashok Kamthe (minor through Ashok Dattatray Kamthe), (xvii) Kshitija Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xviii) Abhijeet Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xix) Puja Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xx) Ashlesha Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxi) Komal Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxii) Nikhil Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxiii) Prathamesh Somnath Kamthe (minor through his natural guardian Somnath Nivruti Kamthe), (xxiv) Anusuya Dattatray Kamthe, (xxv) Lata Ashok Kamthe, (xxvi) Ujvala Suresh Kamthe, (xxvii) Kavita Balasaheb Kamthe, and (xxviii) Rupali Somnath Kamthe consented to aforesaid transaction effected under the Deed of Assignment of Development Rights dated 31st March, 2009 in the manner provided therein. It appears that Yash Somnath Kamthe was not made a party to the aforesaid Deed of Assignment of Development Rights. However, he has been joined as a party in the subsequent Sale Deed dated 31st December, 2020 under which Malnad Projects acquired Land 6 and Land 8.
- (x) By and under an Irrevocable Power of Attorney dated 31st March, 2009, registered with the office of Sub-Registrar of Assurances at Haveli at HVL-11/4206/2009, (i) Dattatray Dnyanoba Kamthe, (ii) Balasaheb Nivruti Kamthe, (iii) Somnath Nivruti Kamthe, (iv) Sangeeta Ashok alias Suresh Chondhe, (v) Parubai Nivruti Kamthe, (vi) Anjanabai Maruti Ghule, (vii) Manjulabai Eknath Bhore, (viii) Sanjeevani Jaysingh Mhaske, (ix) Kausalya Ananda Kakde, (x) Muktabai Vaman Pisal, (xi) Ashok Dattatray Kamthe,

(xii) Suresh Dattatray Kamthe, (xiii) Tarabai Eknath Tanpure, (xiv) Sarubai Vithal Gavde, (xv) Niranjan Ashok Kamthe (minor through his natural guardian Ashok Dattatray Kamthe), (xvi) Nikita Ashok Kamthe (minor through Ashok Dattatray Kamthe), (xvii) Kshitija Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xviii) Abhijeet Suresh Kamthe (minor through his natural guardian Suresh Dattatray Kamthe), (xix) Puja Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xx) Ashlesha Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxi) Komal Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxii) Nikhil Balasaheb Kamthe (minor through his natural guardian Balasaheb Nivruti Kamthe), (xxiii) Prathamesh Somnath Kamthe (minor through his natural guardian Somnath Nivruti Kamthe), (xxiv) Anusuya Dattatray Kamthe, (xxv) Latu Ashok Kamthe, (xxvi) Ujvala Suresh Kamthe, (xxvii) Kavita Balasaheb Kamthe, and (xxviii) Rupali Somnath Kamthe in furtherance of the Deed of Assignment of Development Rights dated 31st March, 2009, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4206/2009, conferred various powers on Malnad Projects through its constituted attorney Chaitanya Chunduri in the manner provided therein.

(y) By and under various registered Sale Deeds (the details of which are given below), (i) Balasaheb Nivruti Kamthe, (ii) Somnath Nivruti Kamthe, (iii) Sangeeta Ashok Chondhe, (iv) Parubai Nivruti Kamthe, (v) Anjanabai Maruti Ghule, (vi) Manjulabai Eknath Bhor, (vii) Sanjeevani Jaysingh Mhaske and (viii) Kausalya Ananda Kakde through their constituted attorney sold, transferred and conveyed various land parcels out of Larger Land 8 in favour of various persons and (i) Dattatray Dnyanoba Kamthe, (ii) Ashok Dattatray Kamthe and (iii) Suresh Dattatray Kamthe gave their consent to the same. We have derived the reference of the aforesaid Sale Deeds from the Mutation Entries:

Sr. No.	Details of Sale Deed	Purchaser	Area sold	Mutation Entry
(i)	Sale Deed dated 2 nd September, 2011 registered with the office of Sub-Registrar of Assurances under Serial No. HVL-6/8572 of 2011	Ashok Bhagwan Shiketod	0.5 Are	Mutation Entry No. 25658 dated 2 nd September, 2011
(ii)	Sale Deed dated 2 nd September, 2011 registered with the office of Sub-Registrar of Assurances under Serial No. HVL-6/8549 of 2011	Ashok Subrao Patole	0.5 Are	Mutation Entry No. 25659 dated 2 nd September, 2011
(iii)	Sale Deed dated 2 nd September, 2011 registered with the	Mangal Bhalchandra Kulkarni	1 Are	Mutation Entry No. 25660 dated 2 nd



Sr. No.	Details of Sale Deed	Purchaser	Area sold	Mutation Entry
	office of Sub-Registrar of Assurances under Serial No. HVL-6/8544 of 2011			September, 2011
(iv)	Sale Deed dated 2 nd September, 2011 registered with the office of Sub-Registrar of Assurances under Serial No. HVL-6/8551 of 2011	Parasram Dhondiba Khedekar	1 Are	Mutation Entry No. 25661 dated 2 nd September, 2011
(v)	Sale Deed dated 2 nd September, 2011 registered with the office of Sub-Registrar of Assurances under Serial No. HVL-6/8571 of 2011	Jayashri Vilas Ghule	2 Ares	Mutation Entry No. 25662 dated 2 nd September, 2011
(vi)	Sale Deed dated 2 nd September, 2011 registered with the office of Sub-Registrar of Assurances under Serial No. HVL-6/8550 of 2011	Bayadabai Dattatray Kalamkar	1.5 Ares	Mutation Entry No. 25663 dated 2 nd September, 2011
(vii)	Sale Deed dated 2 nd September, 2011 registered with the office of Sub-Registrar of Assurances under Serial No. HVL-6/8548 of 2011	Suresh Namdev Bhadle	1 Are	Mutation Entry No. 25664 dated 2 nd September, 2011
(viii)	Sale Deed dated 2 nd September, 2011 registered with the office of Sub-Registrar of Assurances under Serial No. HVL-6/8570 of 2011	Sandeep Ramchandra Gadre	1 Are	Mutation Entry No. 25667 dated 2 nd September, 2011



Sr. No.	Details of Sale Deed	Purchaser	Area sold	Mutation Entry
	Total		8.5 Ares	

(2) On perusal of Mutation Entry No. 28134 dated 12th August, 2013, it appears that Ashok Bhagwan Shiketod created a charge on his share in Larger Land 8 in favour of Shiva Chaitanya Nagrik Pat Sanstha for securing an amount of INR 4,00,000/- (Rupees Four Lakhs only) and accordingly, the name of Shiva Chaitanya Nagrik Pat Sanstha was recorded in the other rights column of the 7/12 extract of Larger Land 8. Further, on perusal of Mutation Entry No. 31245 dated 23rd July, 2018, it appears that Ashok Bhagwan Shiketod Ghule repaid the said loan and therefore the charge of Shiva Chaitanya Nagrik Pat Sanstha was deleted from the other rights column of the 7/12 extract of Larger Land 8 and accordingly it was directed that the reference of the same be deleted from the village form 7/12 extract. However, it is noted that the same still appears in the other rights column of the village form 7/12 extract.

(aa) By and under Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/11640/2020, (i) Dattatray Dnyanoba Kamthe, (ii) Balasaheb Nirvuti Kamthe, (iii) Somnath Nirvuti Kamthe, (iv) Sangeeta Ashok alias Suresh Chondhe, (v) Parubai Nirvuti Kamthe, (vi) Anjanabai Maruti Ghule, (vii) Manjulabai Eknath Bhore, (viii) Sanjeevani Jaysingh Mhaske, (viii) Kausalya Ananda Kakde, (ix) Muktabai Devba Pisal, (x) Ashok Dattatray Kamthe, (xi) Suresh Dattatray Kamthe, (xii) Tarabai Eknath Tanpure, (xiii) Sarubai Vithal Gavde, (xiv) Niranjan Ashok Kamthe, (xv) Nikita Ashok Kamthe, (xvi) Kshitija Suresh Kamthe (minor through her natural guardian Suresh Dattatray Kamthe), (xvii) Abhijeet Suresh Kamthe (minor), (xviii) Yash Somnath Kamthe, (xix) Puja Balasaheb Kamthe, (xx) Ashlesha Balasaheb Kamthe, (xxi) Komal Balasaheb Kamthe, (xxii) Nikhil Balasaheb Kamthe, (xxiii) Prathamesh Somnath Kamthe (minor), (xxiv) Anusuya Dattatray Kamthe, (xxv) Lata Ashok Kamthe, (xxvi) Ujavala Suresh Kamthe, (xxvii) Kavita Balasaheb Kamthe and (xxviii) Rupali Somnath Kamthe have through their power of attorney Manjri sold, transferred and conveyed Land 6 and Land 8 unto Malnad Projects. Further, Manjri consented to the aforesaid transfer of rights in favor of Malnad Projects on terms and conditions more particularly described therein. The aforesaid sale has been recorded in the revenue records vide Mutation Entry No. 35718 dated 8th October, 2021.

(bb) By and under a Mortgage Deed dated 18th February, 2021 registered with the office of Sub-Registrar of Assurances under Serial No. 960 of 2021, Bayadabai Dattatray Kalamkar created a charge on Larger Land 8 in favour of Muthoot Homefin (India) Limited by taking a mortgage of INR 16,03,033/- (Rupees Sixteen Lakh Three Thousand Thirty Three only). The same has been recorded in the revenue records vide Mutation Entry No. 34711 dated 22nd February, 2021.

(cc) By and under a Mortgage Deed dated 22nd February, 2022 registered with the office of Sub-Registrar of Assurances under Serial No. 2957 of 2022, Suresh Namdev Bhadre created a charge on Larger Land 8 in favour of Sadhana Sahkari Bank Limited by taking a mortgage of INR 5,00,000/- (Rupees Five Lakh only). The same has been recorded in the revenue records vide Mutation Entry No. 36699 dated 25th February, 2022.



- (dd) By and under a Mortgage Deed dated 25th February, 2022 registered with the office of Sub-Registrar of Assurances under Serial No. 806 of 2022, Suresh Namdev Bhadale created a charge on Larger Land 8 in favour of Sadhana Sahkari Bank Limited by taking a mortgage of INR 5,00,000/- (Rupees Five Lakh only). The same has been recorded in the revenue records vide Mutation Entry No. 36707 dated 25th February, 2022.
- (ee) By and under a Sale Deed dated 29th March, 2022 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. 5272, Parasram Dhondiba Khedekar sold, transferred and conveyed a portion admeasuring 1 Are out of Larger Land 8 unto Komal Vishnu Sathe. The same has been recorded in the revenue records vide Mutation Entry No. 36946 dated 11th April, 2022.
- (ff) On perusal of Mutation Entry No. 38903 dated 4th January, 2024, it appears that (i) Dattatray Dnyanoba Kamthe, (ii) Balasaheb Nivruti Kamthe, and (iii) Sanjeevani Jaysingh Mhaske repaid the loan of Saibaba Multipurpose Co-operative Society Limited and therefore the name of Saibaba Multipurpose Co-operative Society Limited was deleted from the other rights column of the 7/12 extract of Larger Land 8.
- (gg) Thus, it appears that the ownership rights of Land 6 admeasuring 67 Acres and Land 8 admeasuring 86 Acres vested in Malnad Projects and the latest 7/12 extract reflects the following: (i) charge of Canara Bank of Rs. 80,000/-; (iii) charge of Shiv Chaitanya Nagari Saha Patasanstha Limited of Rs. 4,00,000/- created by Mr. Ashok; (iv) Mortgage Deed in favour of Muthoot Homefin (India) Limited of Rs. 16,03,033/- and (v) charge of Sadhana Sahkari Bank Limited of Rs. 5,00,000/-.

6. In respect of Land 7 (Survey No. 45/7/1):

- (a) It appears that around the year 1992, Ramdas Sopan Kamthe was the owner of land bearing Survey No. 45/7 admeasuring 77 Acres.
- (b) By and under a Sale Deed dated 24th April, 1992 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. 2164 of 1992, Ramdas Sopan Kamthe sold, transferred and conveyed area admeasuring 1 Are out of land bearing Survey No. 45/7 to Suresh Namdev Bhadale in the manner provided therein. Accordingly, Mutation Entry No. 14111 dated 19th May, 1992 was effected and land admeasuring 1 Are purchased by Suresh Namdev Bhadale was assigned Survey No. 45/7/2 and the land admeasuring 76 Acres retained by Ramdas Sopan Kamthe was assigned Survey No. 45/7/1.
- (c) By and under a Sale Deed dated 21st April, 1993 bearing Registration No. 1475/1993, Ramdas Sopan Kamthe sold, transferred and conveyed 1 Are out of land bearing Survey No. 45/7/1 to Ramchandra Shankar Gadre in the manner provided therein. The aforesaid sale is recorded in the revenue records vide Mutation Entry No. 14365 dated 9th May, 1994. The reference of the aforesaid Sale Deed dated 21st April, 1993 bearing Registration No. 1475/1993 has been derived from Mutation Entry No. 14365.
- (d) By and under a Sale Deed dated 9th June, 1993 bearing Registration No. 1478 of 1993, Ramdas Sopan Kamthe sold, transferred and conveyed 0.5 Are out of land bearing Survey No. 45/7/1 to Subrao Shamrao Patole in the manner provided therein. The aforesaid sale is recorded vide Mutation Entry No. 14441 dated 13th December, 1994 in the revenue records. The reference of the aforesaid Sale Deed dated 9th June, 1993



bearing Registration No. 1478 of 1993 has been derived from Mutation Entry No. 14441.

- (e) By and under a Sale Deed dated 9th June, 1993 bearing Registration No. 1479 of 1993, Ramdas Sopan Kamthe sold 0.5 Are out of land bearing Survey No. 45/7/1 to Ramhari Uddhav Bhise in the manner provided therein. The aforesaid sale is recorded vide Mutation Entry No. 14442 dated 13th December, 1994 in the revenue records. The reference of the aforesaid Sale Deed dated 9th June, 1993 bearing Registration No. 1479 of 1993 has been derived from Mutation Entry No. 14442.
- (f) By and under a Sale Deed dated 11th August, 1997 bearing Registration No. 5394 of 1997, Ramdas Sopan Kamthe sold 0.5 Are out of land bearing Survey No. 45/7/1 to Uddhav Dnyanoba Indalkar in the manner provided therein. The aforesaid sale is recorded vide Mutation Entry No. 15433 dated 8th October, 1997 in the revenue records. The reference of the aforesaid Sale Deed dated 11th August, 1997 bearing Registration No. 5394 of 1997 has been derived from Mutation Entry No. 15433.
- (g) On perusal of Mutation Entry No. 15963 dated 2nd June, 1998, it appears that Ramdas Sopan Kamthe created a charge on his share in land bearing Survey No. 45/7/1 in favour of Allahabad Bank for securing an amount of INR 10,000/- (Rupees Ten Thousand only) and accordingly, the name of Allahabad Bank was recorded in the other rights column of the 7/12 extract of land bearing Survey No. 45/7/1. Further, on perusal of Mutation Entry No. 21008 dated 23rd April, 2007, it appears that the aforesaid loan has been repaid and therefore, the name of Allahabad Bank has been removed from the 7/12 extract of land bearing Survey No. 45/7/1.
- (h) On perusal of Mutation Entry No. 17126 dated 11th July, 2000, it appears that Ramdas Sopan Kamthe created a charge on his share in land bearing Survey No. 45/7/1 in favour of Pratibha Co-operative Societies for securing an amount of INR 2,00,000/- (Rupees Two Lakh only) and accordingly, the name of Pratibha Co-operative Societies was recorded in the other rights column of the 7/12 extract of land bearing Survey No. 45/7/1. Further, on perusal of Mutation Entry No. 18831 dated 9th October, 2003, it appears Ramdas Sopan Kamthe and Dattatray Dnyanoba Kamthe repaid the aforesaid loan and therefore, the name of Pratibha Co-operative Societies was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/7/1.
- (i) On perusal of Mutation Entry No. 18858 dated 13th November, 2003, it appears that Ramchandra Shankar Gadre created a charge on his share in land bearing Survey No. 45/7/1 in favor of Sadhana Bank for securing a loan of INR 70,000/- (Rupees Seventy Thousand only) and accordingly, the charge of Sadhana Bank was recorded in the other rights column of the 7/12 extract of land bearing Survey No. 45/7/1. Further, on perusal of Mutation Entry No. 24931 dated 28th February, 2011, it appears that the aforesaid loan has been repaid and therefore, the name of Sadhana Bank was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/7/1.
- (j) On perusal of Mutation Entry No. 18988 dated 13th February, 2004, it appears that Ramdas Sopan Kamte created a charge on his share in land bearing Survey No. 45/7/1 in favor of Saibaba V.K.S. Society for securing a loan of INR 20,000/- (Rupees Twenty Thousand only) and accordingly, the charge of Saibaba V.K.S. Society was recorded in the other rights column of the 7/12 extract of land bearing Survey No. 45/7/1.



- (k) On perusal of Mutation Entry No. 19503 dated 16th March, 2005, it appears that Ramhari Uddhav Bhise created a charge on his share in land bearing Survey No. 45/7/1 in favor of Sadhana Bank for securing a loan of INR 20,000/- (Rupees Twenty Thousand only) and accordingly, the name of Sadhana Bank was recorded in the other rights column of the 7/12 extract of land bearing Survey No. 45/7/1. Further, on perusal of Mutation Entry No. 20086 dated 27th February, 2006, it appears that the aforesaid loan has been repaid and therefore, the name of Sadhana Bank was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/7/1.
- (l) By and under a Sale Deed dated 18th October, 2006 bearing Registration No. 9024 of 2006, Ramdas Sopan Kamthe sold, transferred and conveyed (i) an area admeasuring 0.5 Are out of land bearing Survey No. 45/7/1 to Ramhari Uddhav Bhise, and (ii) an area admeasuring 0.5 Are out of land bearing Survey No. 45/7/1 to Sanjay Rohidas Sable in the manner provided therein. The same has been updated in the revenue records vide Mutation Entry No. 20989 dated 11th April, 2007.
- (m) By and under a Memorandum of Understanding dated 27th January, 2006, (i) Ramdas Sopan Kamthe, (ii) Sandeep Ramdas Kamthe, (iii) Sachin Ramdas Kamthe, (iv) Purva Sandeep Kamthe (minor) through natural guardian Sandeep Ramdas Kamthe, (v) Anita Balasaheb Walhekar, (vi) Sunita Udhav Indalkar and (vii) Bharati alias Jayashree Vishwanath Bhorade agreed to grant and assign the development rights over an area admeasuring 73.5 Ares out of land bearing Survey No. 45/7/1 ("Larger Land 7") in favor of Rajiv Ghule and Associates or their nominees. The reference of the Memorandum of Understanding dated 27th January, 2006 has been derived from the Development Agreement dated 18th December, 2006 referred to below.
- (n) By and under an Agreement dated 22nd August, 2006, Rajiv Ghule and Associates agreed to transfer and assign development rights over Larger Land 7 in favor of Manjri in the manner contained therein. The reference of the Agreement dated 22nd August, 2006 has been derived from the Development Agreement dated 18th December, 2006 referred to below.
- (o) By and under a Development Agreement dated 18th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/10044/2006, (i) Ramdas Sopan Kamthe, (ii) Sandeep Ramdas Kamthe, (iii) Sachin Ramdas Kamthe, (iv) Purva Sandeep Kamthe (minor) through natural guardian Sandeep Ramdas Kamthe, (v) Anita Balasaheb Walhekar, (vi) Sunita Udhav Indalkar and (vii) Bharati alias Jayashree Vishwanath Bhorade granted and assigned development rights along with possession of Larger Land 7 unto Manjri, through its authorized signatory Chaitanya Chunduri in the manner contained therein. Further, (i) Mandakini Ramdas Kamthe, (ii) Deepali alias Rupali Sandeep Kamthe, (iii) Ramesh Dattatraya Lonkar, (iv) Mangala Suresh Lonkar, (v) Sushil Suresh Lonkar, (vi) Minakshee Suresh Lonkar, (vii) Sheetal Suresh Lonkar, (viii) Jaya Ratan Kadbane, (ix) Krishnabai Ramchandra Harpale, (x) Yashoda Sudam Kakade and (xi) Dattatray Kushaba Lonkar confirmed and M/s Rajiv Ghule and Associates consented to the aforesaid transaction of grant of development rights with respect to Larger Land 7 in favour of Manjri on terms and conditions more particularly described therein.
- (p) By and under an Irrevocable Power of Attorney dated 18th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/10045/2006, (i) Ramdas Sopan Kamthe, (ii) Sandeep Ramdas Kamthe, (iii) Sachin

Ramdas Kamthe, (iv) Purva Sandeep Kamthe (minor) through natural guardian Sandeep Ramdas Kamthe, (v) Anita Balasaheb Walhekar, (vi) Sunita Udhav Indalkar and (vii) Bharati alias Jayashree Vishwanath Bhorade in furtherance of Development Agreement dated 18th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/10044/2006, conferred various powers on Manjri through its constituted attorney Chaitanya Chunduri in the manner provided therein.

- (q) By and under a notarized Supplementary Agreement dated 18th December, 2006, Manjri granted unto (i) Ramdas Sopan Kamthe, (ii) Sandeep Ramdas Kamthe, (iii) Sachin Ramdas Kamthe, (iv) Purva Sandeep Kamthe (minor) through natural guardian Sandeep Ramdas Kamthe, (v) Anita Balasaheb Walhekar, (vi) Sunita Udhav Indalkar and (vii) Bharati alias Jayashree Vishwanath Bhorade, the right to use and occupy the house admeasuring 108.5 square meters standing on land admeasuring 4.85 Ares out of Larger Land 7 and agreed to allot an area in the project to be constructed by Manjri or adjacent to the same in the manner mentioned therein.
- (r) On perusal of Mutation Entry No. 20914 dated 13th March, 2007, it appears that Ramdas Sopan Kamthe repaid the loan of Saibaba V.K.S. Society and accordingly, the name of Saibaba V.K.S. Society was deleted from the 7/12 extract of Larger Land 7.
- (s) On perusal of Mutation Entry No. 20924 dated 20th March, 2007, it appears that Ramdas Sopan Kamthe repaid the loan of Pratibha Co-operative Societies and accordingly, the name of Pratibha Co-operative Societies was deleted from the 7/12 extract of Larger Land 7.
- (t) On perusal of Mutation Entry No. 20982 dated 11th April, 2007, it appears that the same does not pertain to Larger Land 7.
- (u) By and under a Deed of Assignment of Development Rights dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/8099/2007, Manjri granted and assigned the exclusive and absolute development rights for Larger Land 7 in favor of Malnad Projects through its constituted attorney Venkatadasappa Srinivas Harish on terms and conditions more particularly stated therein. Further, (i) Ramdas Sopan Kamthe, (ii) Sandeep Ramdas Kamthe, (iii) Sachin Ramdas Kamthe, (iv) Purva Sandeep Kamthe (minor through natural guardian Sandeep Ramdas Kamthe), (v) Anita Balasaheb Walhekar, (vi) Sunita Udhav Indalkar and (vii) Bharati alias Jayashree Vishwanath Bhorade consented to the aforesaid transaction of assignment of development rights with respect to Larger Land 7 in favor of Malnad Projects, on terms and conditions more particularly described therein.
- (v) By and under an Irrevocable Power of Attorney dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/8100/2007, (i) Ramdas Sopan Kamthe, (ii) Sandeep Ramdas Kamthe, (iii) Sachin Ramdas Kamthe, (iv) Purva Sandeep Kamthe (minor through natural guardian Sandeep Ramdas Kamthe), (v) Anita Balasaheb Walhekar, (vi) Sunita Udhav Indalkar and (vii) Bharati alias Jayashree Vishwanath Bhorade conferred various powers on Malnad Projects in manner provided therein.
- (w) On perusal of Mutation Entry No. 21904 dated 28th February, 2008, it appears that the same does not pertain to Larger Land 7.



- (x) On perusal of Mutation Entry No. 21974 dated 3rd April, 2008, it appears that Ramhari Uddhav Bhise repaid the loan of Sadhana Bank and therefore, the name of Sadhana Bank was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/7/1.
- (y) By and under a Supplementary Agreement dated 5th February, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-11/995/2009, Manjri allotted an aggregate area admeasuring 5.5 Ares out of Larger Land 7 to Sandeep Ramdas Kamthe and Sachin Ramdas Kamthe, in the manner stated therein. Further, the aforesaid Supplementary Agreement states that 1 Are out of the Larger Land 7 was already transferred and sold to third parties under separate sale deed. Accordingly, Manjri was left with development rights over an area of 67 Ares out of Larger Land 7 ("Land 7").
- (z) On perusal of Mutation Entry No. 23334 dated 24th December, 2009, it appears that Ramhari Uddhav Bhise availed a loan of INR 45,000/- (Rupees Forty Five Thousand only) from Sadhana Co-operative Bank Limited and accordingly, a name of Sadhana Co-operative Bank Limited was recorded in the other rights column of the 7/12 extract of Larger Land 7. Further, on perusal of Mutation Entry No. 28176 dated 23rd August, 2013, it appears that the aforesaid loan of Sadhana Co-operative Bank Limited and therefore, the name of Sadhana Co-operative Bank Limited was deleted from the 7/12 extract of Larger Land 7.
- (aa) On perusal of Mutation Entry No. 27335 dated 1st March, 2013, it appears that Ramdas Sopan Kamthe died on 25th June, 2010 leaving behind as his legal heirs, (i) Sandeep Ramdas Kamthe, (ii) Sachin Ramdas Kamthe, (iii) Anita Balasaheb Walhekar, (iv) Sunita Udhav Indalkar, (v) Bharati Vishwanath Bhorade and (vi) Mandakini Ramdas Kamthe.
- (bb) On perusal of Mutation Entry No. 28144 dated 16th August, 2013, it appears that Rahul Chandrakant created a charge on his share in Larger Land 7 in favour of Dr. Manibhai Desai Gramin Bigarsheti Patsanatha Limited to secure an amount of INR 4,00,000/- (Rupees Four Lakh only) and accordingly, its charge was recorded in the other rights column of the 7/12 extract of Larger Land 7. Further, it appears that the aforesaid loan of Dr. Manibhai Desai Gramin Bigarsheti Patsanatha Limited was repaid and a Deed of Reconveyance dated 27th July, 2023 registered with the office of Sub-Registrar of Assurances under Serial No. 16729 of 2023. However, the latest 7/12 extract pertaining to Larger Land 7 continues to reflect the remark of Dr. Manibhai Desai Gramin Bigarsheti Patsanatha Limited.
- (cc) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Larger Land 7.
- (dd) On perusal of Mutation Entry No. 33551 dated 30th June, 2020, it appears that the Mutation Entry Nos. passed for each holder of Larger Land 7 was changed and accordingly, the changes in the Mutation Entry Nos. are reflected on the 7/12 extract.
- (ee) On perusal of Mutation Entry No. 33612 dated 22nd July, 2020, it appears that Ramchandra Shankar Gadre and Rohini Ramchandra Gadre created a charge on their share in Larger Land 7 in favor of Sadhana Sahkari Bank Limited for securing an amount of INR 4,00,000/- (Rupees Four Lakh only) and accordingly, the charge of



Sadhana Sahkari Bank Limited was recorded in the other rights column of the 7/12 extract of Larger Land 7.

- (ff) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/1302/2021, (i) Ramdas Sopan Kamthe, (ii) Sandeep Ramdas Kamthe, (iii) Sachin Ramdas Kamthe, (iv) Purva Sandeep Kamthe (minor) through natural guardian Sandeep Ramdas Kamthe, (v) Anita Balasaheb Walhekar, (vi) Sunita Udhav Indalkar and (vii) Bharati alias Jayashree Vishwanath Bhorade all through their constituted attorney Manjri sold, transferred and conveyed Land 7 unto Malnad Projects in the manner provided therein. Further, Manjri consented to the aforesaid transaction with respect to Land 7 in favor of Malnad Projects in the manner mentioned therein. It appears that Ramdas Sopan Kamthe had expired on 25th June, 2010 leaving behind (i) Sandeep Ramdas Kamthe, (ii) Sachin Ramdas Kamthe, (iii) Anita Balasaheb Walhekar, (iv) Sunita Udhav Indalkar, (v) Bharati Vishwanath Bhorade and (vi) Mandakini Ramdas Kamthe as his legal heirs. There is no reference of his death in the aforesaid Sale Deed dated 31st December, 2020. However, considering that Ramdas Sopan Kamthe had assigned all the development potential and benefit out of his share in Land 7 for valuable consideration, he was merely a nominal owner of Land 7, and that his death does not render the power of attorney granted by him to Manjri invalid. Further, in view of the Consent Terms filed in Special Civil Suit No.707 of 2016, the claims of the vendors have been settled.
- (gg) The aforesaid sale was recorded vide Mutation Entry No. 35471 dated 13th September, 2021 and the name of Malnad Projects was recorded in the revenue records as the holder of Land 7.
- (hh) Mutation Entry No. 35822 dated 8th November, 2021 was passed to record the demise of Sandeep Ramdas Kamthe and the names of his legal heirs, viz, (i) Rupali Sandeep Kamthe, (ii) Purva Sandeep Kamthe, (iii) Srishti Sandeep Kamthe and (iv) Pranjal Sandeep Kamthe in the revenue records.
- (ii) On perusal of Mutation Entry No. 38909 dated 4th January, 2024, it appears that (a) Sandeep Ramdas Kamthe, (b) Mhasku Sopana Kamthe, and (c) Ramdas Sopan Kamthe took a loan of INR 2,00,000/- (Rupees Two Lakh only) from Saibaba V.K.S. Society and the same has been repaid and therefore the charge of Saibaba V.K.S. Society was deleted from the other rights column of the 7/12 extract of Land 7.
- (jj) It appears that Mutation Entry No. 39525 dated 26th July, 2024 was effected to record the sale of Land 7 in favour of Malnad Projects Private Limited vide a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/1302/2021.
- (kk) On perusal of Mutation Entry No. 40615 dated 6th May, 2025, it appears that the Deed of Confirmation dated 19th December, 2023 registered with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/27010 of 2023 under which the Order dated 23rd June, 2023 and the Scheme for merger of Malnad Projects Private Limited with Kumar Housing Township Private Limited were registered for Land 7, and accordingly, the name of MPIPL was recorded in the 7/12 extract for Land 7.



(ii) Thus, it appears that the ownership rights of Land 7 admeasuring 67 Ares vested in MPIPL and the latest 7/12 extract reflects the charge of Sadhna Bank of INR 4,00,000/-

7. **In respect of Land 9 (Survey No. 45/9/1):**

(a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Mhasku Sopana Kamthe (in his capacity as Karta of Hindu Undivided Family) was the owner of land bearing Survey No. 45/9 admeasuring 1 Hectare 6 Ares.

(b) On perusal of Mutation Entry 13525 dated 20th February, 1990 and Deed of Partition dated 19th December, 1989 registered with the office of Sub-Registrar of Assurances, Haveli, under Serial No. 18366 of 1989, it appears that Mhasku Sopana Kamthe and others effected partition of various land parcels including land bearing Survey No. 45/9, pursuant to which land bearing Survey No. 45/9 was allotted to Laxman Sopana Kamthe. Accordingly, the name of Laxman Sopana Kamthe was recorded in the holder's column of the 7/12 extract.

(c) On perusal of Mutation Entry No. 13700 dated 23rd November, 1990, it appears that Laxman Sopana Kamthe availed a loan of INR 9000/- (Rupees Nine Thousand only) from Bank of India and accordingly the name of Bank of India was recorded in the other rights column of the 7/12 extract of Survey No. 45/9/1.

(d) By and under a Sale Deed dated 27th March, 1991 registered with the office of the Sub-Registrar of Assurances under Serial No. 4551, Laxman Sopana Kamthe sold a portion admeasuring 0.5 Are out of land bearing Survey No. 45/9 to Bhausaheb Dyanoba Kaankate. We have derived information of this sale from Mutation Entry No. 14366 dated 9th May, 1994, pursuant to which the name of Bhausaheb Dyanoba Kaankate was recorded in the holder's column of the 7/12 extract for the years 1986-1996 for an area of 0.5 Are.

(e) By and under a Sale Deed dated 21st December, 1991 registered with the office of Sub-Registrar of Assurances under Serial No. 1170/1991, Laxman Sopana Kamthe sold, transferred and conveyed area admeasuring 3 Ares out of land bearing Survey No. 45/9/1 unto Sudam Sambhaji Ghadge. It appears that the erstwhile Survey Number 45/9 was subdivided due to the aforesaid Sale Deed into 45/9/1 (having area of 1 Hectare 3 Ares) and 45/9/2 (having area of 3 Ares). We have derived the information on this sale and the sub-division from Mutation Entry No. 14192 dated 9th December, 1992.

(f) By and under a Sale Deed dated 21st December, 1991 registered with the office of the Sub-Registrar of Assurances under Serial No. 1171 of 1991, Laxman Sopana Kamthe sold a portion admeasuring 2 Ares out of land bearing Survey No. 45/9/1 unto Parshuram Sambhaji Ghadge, in the manner contained therein. It appears that the erstwhile Survey Number 45/9/1 was subdivided due to the aforesaid Sale Deed into 45/9/1 (having area of 1 Hectare 1 Are) and 45/9/3 (having area of 2 Ares). We have derived the information on this sale from Mutation Entry No. 14193 dated 9th December, 1992.

(g) By and under a Sale Deed dated 21st December, 1991, Laxman Sopana Kamthe sold an area admeasuring 1 Are out of land bearing Survey No. 45/9 in favor of Dattatray Babanrao Dhavale. The same was recorded in the revenue records vide Mutation Entry No. 14591 dated 12th June, 1995. The copy of Mutation Entry No. 14591 provided to



us is incomplete. We have derived the area sold from the 7/12 extract of land bearing Survey No. 45/9/1.

- (h) By and under a Sale Deed dated 8th September, 1992 registered with the office of the Sub-Registrar of Assurances under Serial No. 88 of 1992, Laxman Sopana Kamthe sold a portion admeasuring 1 Are out of land bearing Survey No. 45/9/1 unto Chandrabhaga Nana Aatole, in the manner contained therein. The aforesaid sale has been recorded vide Mutation Entry No. 15047 dated 1st January, 1997 in the revenue records.
- (i) On perusal of Mutation Entry No. 14409 dated 13th September, 1994, it appears that Laxman Sopana Kamthe died on 26th April, 1994 leaving behind as his legal heirs, (i) Sanjay Laxman Kamthe (minor), (ii) Vijay Laxman Kamthe (minor), (iii) Amit Laxman Kamthe (minor) and (iv) Rukmini Laxman Kamthe.
- (j) By and under a Sale Deed dated 2nd May, 1995, registered with the office of Sub-Registrar of Assurances under Serial No. 3646, (i) Vijay Laxman Kamthe, (ii) Amit Laxman Kamthe and (iii) Rukmini Laxman Kamthe sold, transferred and conveyed a portion admeasuring 1 Are out of land bearing Survey No. 45/9/1 to Jaalinder Damu Saatpute, in the manner contained therein. Sanjay Laxman Kamthe subsequently executed a Deed of Confirmation dated 6th September, 1995 bearing Registration No. 7386/1995 confirming the aforesaid sale. The reference of the aforesaid Sale Deed dated 2nd May, 1995 bearing Registration No. 3646 has been derived from Mutation Entry No. 14628.
- (k) By and under a Sale Deed dated 8th May, 1995 registered with the office of Sub-Registrar of Assurances under Serial No. 3647, (i) Vijay Laxman Kamthe, (ii) Amit Laxman Kamthe and (iii) Rukmini Laxman Kamthe (for herself and as a natural guardian of Vijay Laxman Kamthe and Amit Laxman Kamthe) sold a portion admeasuring 1 Are out of land bearing Survey No. 45/9/1 to Balu Nivruti Ghule, in the manner contained therein, and Sanjay Laxman Kamthe gave his consent for the same. The reference of the aforesaid Sale Deed dated 8th May, 1995 bearing Registration No. 3648 has been derived from Mutation Entry No. 14632.
- (l) On perusal of Mutation Entry No. 15983 dated 3rd June, 1998, it appears that (i) Laxman Sopana Kamthe, (ii) Sanjay Laxman Kamthe, (iii) Amit Laxman Kamthe and (iv) Rukmini Laxman Kamthe availed a loan of INR 12,500/- (Rupees Twelve Thousand and Five Hundred only) from Allahabad Bank and accordingly, the name of Allahabad Bank was recorded in the other rights column of the 7/12 extract of Survey No. 45/9/1. Further, on perusal of Mutation Entry No. 20380 dated 17th August, 2006, it appears that the aforesaid loan was repaid and therefore, the charge of Allahabad Bank was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1. Furthermore, we are unable to ascertain the aforesaid Laxman Sopana Kamthe expired on 26th April, 1994 as stated above.
- (m) On perusal of Mutation Entry No. 16632 dated 23rd September, 1999, it appears that the same does not pertain to land bearing Survey No. 45/9/1.
- (n) On perusal of Mutation Entry No. 16903 dated 29th February, 2000, it appears that the loan availed from Bank of India was repaid and accordingly, the name of Bank of India was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1.



- (o) On perusal of Mutation Entry No. 17003 dated 3rd May, 2000, it appears that Sanjay Laxman Kamthe repaid the loan availed from Sai Baba V.K.S. Society Limited and accordingly, the name of Sai Baba V.K.S. Society Limited was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1.
- (p) On perusal of Mutation Entry No. 17131 dated 11th July, 2000, it appears that Sanjay Laxman Kamthe availed a loan of INR 2,50,000/- (Rupees Two Lakh Fifty Thousand only) from Pratibha V.K.S. Society Limited and accordingly, the name of Pratibha V.K.S. Society Limited was recorded in the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1. Further, on perusal of Mutation Entry No. 20380 dated 17th August, 2006, it appears that the aforesaid loan was repaid and therefore, the name of Pratibha V.K.S. Society Limited was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1.
- (q) By and under a Sale Deed dated 1st July, 1999 bearing Registration No. 3449, (i) Sanjay Laxman Kamthe, (ii) Vijay Laxman Kamthe, (iii) Amit Laxman Kamthe and (iv) Rukmini Laxman Kamthe sold 1 Are out of land bearing Survey No. 45/9/1 to Bhausaheb Dyanoba Kaankate. The reference of the aforesaid Sale Deed dated 1st July, 1999 bearing Registration No. 3449 has been derived from Mutation Entry No. 17184 dated 28th July, 2000.
- (r) By and under a Gift Deed dated 13th May, 2002 registered with the office of the Sub-Registrar of Assurances under Serial No. 2389/2002, Dattatray Babanrao Dhavale transferred a portion admeasuring 1 Are out of land bearing Survey No. 45/9/1 unto Laxmibai Babanrao Dhavale, in the manner contained therin. We have derived the information about the said Gift Deed from Mutation Entry No. 18732 dated 20th June, 2003.
- (s) On perusal of Mutation Entry No. 18989 dated 13th February, 2004, it appears that Amit Laxman Kamthe availed a loan of INR 1,00,000/- (Rupees One Lakh only) from Sai Baba V.K.S Limited and accordingly, its charge was recorded in the other rights column of the 7/12 extract in respect of Survey No. 45/9/1. Further, on perusal of Mutation Entry No. 20820 dated 8th February, 2007, it appears that the aforesaid loan was repaid and therefore the charge of Sai Baba V.K.S. Society Limited was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1.
- (t) On perusal of Mutation Entry No. 18990 dated 13th February, 2004, it appears that Sanjay Laxman Kamthe took a loan of INR 1,00,000/- (Rupees One Lakh only) from Sai Baba V.K.S. Society Limited and accordingly, its charge was recorded in the other rights column of the 7/12 extract in respect of Survey No. 45/9/1. Further, on perusal of Mutation Entry No. 20820 dated 8th February, 2007, it appears that the aforesaid loan was repaid and therefore the charge of Sai Baba V.K.S. Society Limited was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1.
- (u) On perusal of Mutation Entry No. 18996 dated 13th February, 2004, it appears that Rukminibai Laxman Kamthe availed a loan of INR 1,00,000/- (Rupees One Lakh only) from Sai Baba Multipurpose Co-operative Society Limited and accordingly, the name of Sai Baba Multipurpose Co-operative Society Limited was recorded in the other rights column of the 7/12 extract in respect of Survey No. 45/9/1. Further, on perusal of Mutation Entry No. 20820 dated 8th February, 2007, it appears that the aforesaid loan was repaid and therefore the charge of Sai Baba Multipurpose Co-operative



Society Limited was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1.

- (v) On perusal of Mutation Entry No. 18997 dated 13th February, 2004, it appears that Vijay Laxman Kamthe availed a loan of INR 1,00,000/- (Rupees One Lakh only) from Sai Baba Multipurpose Co-operative Society Limited and accordingly, its charge was recorded in the other rights column of the 7/12 extract in respect of Survey No. 45/9/1. Further, on perusal of Mutation Entry No. 20820 dated 8th February, 2007, it appears that the aforesaid loan was repaid and therefore, the name of Sai Baba Multipurpose Co-operative Society Limited was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1.
- (w) By and under a Sale Deed dated 28th March, 2002 registered with the office of the Sub-Registrar of Assurances under Serial No. 1524/2002, (i) Sanjay Laxman Kamthe, (ii) Vijay Laxman Kamthe, (iii) Amit Laxman Kamthe and (iv) Rukmini Laxman Kamthe sold a portion admeasuring 1 Are out of land bearing Survey No. 45/9/1 unto Aaba Balu Handal, in the manner contained therein. The reference of the aforesaid Sale Deed dated 28th March, 2002 bearing Registration No. 1524/2002 has been derived from Mutation Entry No. 19336 dated 18th November, 2004.
- (x) By and under a Sale Deed dated 26th August, 2002 registered with the office of the Sub-Registrar of Assurances under Serial No. 7667/2004, (i) Sanjay Laxman Kamthe, (ii) Vijay Laxman Kamthe, (iii) Amit Laxman Kamthe and (iv) Rukmini Laxman Kamthe sold a portion admeasuring 1 Are out of land bearing Survey No. 45/9/1 to Baalu Nivruti Ghule, in the manner contained therein. The reference of the aforesaid Sale Deed dated 26th August, 2002 bearing Registration No. 7667/2004 has been derived from Mutation Entry No. 19380 dated 27th December, 2004.
- (y) By and under a Memorandum of Understanding dated 27th January, 2006, (i) Rukmini Laxman Kamthe, (ii) Sanjay Laxman Kamthe, (iii) Nayana Sanjay Kamthe, (iv) Mansi Sanjay Kamthe (minor through natural guardian Sanjay Laxman Kamthe), (v) Vijay Laxman Kamthe and (vi) Amit Laxman Kamthe agreed to grant and assign the development rights over land bearing Survey No. 45/9/1 in favor of Rajiv Ghule and Associates or their nominees. The reference to the Memorandum of Understanding dated 27th January, 2006 has been derived from the Development Agreement dated 27th September, 2006 referred to below.
- (z) By and under a Development Agreement dated 27th September, 2006 registered with the office of Sub-Registrar of Assurances at Haveli No. 3 under Serial No. HVL-3/7698 of 2006 read with Supplemental Agreement cum Deed of Rectification dated 18th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/10043 of 2006, (i) Rukmini Laxman Kamthe, (ii) Sanjay Laxman Kamthe, (iii) Nayana Sanjay Kamthe, (iv) Mansi Sanjay Kamthe (minor through natural guardian Sanjay Laxman Kamthe), through her natural guardian Sanjay Laxman Kamthe, (v) Vijay Laxman Kamthe and (vi) Amit Laxman Kamthe, granted and assigned development rights along with possession in respect of area admeasuring 93.5 Ares out of land bearing Survey No. 45/9/1 ("Larger Land 9") unto Manjri, through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, (i) Rajiv Ghule and Associates and (ii) Rajiv Shivajirao Ghule along with (i) Ramesh Dattatray Lonkar, (ii) Mangala Suresh Lonkar, (iii) Meenakshi Suresh Lonkar (minor through natural guardian Mangala Suresh Lonkar) through her natural guardian



Mangala Suresh Lonkar, (iv) Sheetal Suresh Lonkar (minor through natural guardian Mangala Suresh Lonkar) through her natural guardian Mangala Suresh Lonkar, (v) Krishnabai Ramchandra Haraple and (vi) Yashoda Sudam Kakade consented to the aforesaid transaction.

- (aa) By and under an Irrevocable Power of Attorney dated 27th September, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/7700/2006, (i) Rukmini Laxman Kamthe, (ii) Sanjay Laxman Kamthe, (iii) Naina Sanjay Kamthe, (iv) Mansi Sanjay Kamthe (minor through natural guardian Sanjay Laxman Kamthe), (v) Vijay Laxman Kamthe and (vi) Amit Laxman Kamthe conferred various powers on Manjri in manner provided therein. Mansi Sanjay Kamthe was a minor when Manjri Projects was appointed as the Power of Attorney holder. MPIPL represented to us that the assignment of development rights in favour of Manjri was not challenged by Mansi Sanjay Kamthe on attaining majority.
- (bb) By and under a notarized Supplemental Agreement dated 18th December, 2006, Manjri granted (i) Rukmini Laxman Kamthe, (ii) Sanjay Laxman Kamthe, (iii) Nayana Sanjay Kamthe, (iv) Mansi Sanjay Kamthe (minor through natural guardian Sanjay Laxman Kamthe), through Sanjay Laxman Kamthe (v) Vijay Laxman Kamthe, and (vi) Amit Laxman Kamthe the right to use and occupy the house standing on Larger Land 9 on a leave and license basis till the alternative arrangement is made, in the manner contained therein. Further, it was also agreed that Manjri at its sole discretion will allot land in the vicinity of the project proposed to be built by Manjri.
- (cc) By and under a Supplemental Agreement dated 19th November, 2010 registered with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/10728 of 2010, Manjri granted a right of temporary occupation on area admeasuring 2.64 Ares out of Larger Land 9 to Vijay Laxman Kamthe, in the manner contained therein. Further, it was also agreed between the parties thereto that Manjri shall have first right of refusal if Vijay Laxman Kamthe decided to sell the aforesaid portion of land admeasuring 2.64 Ares.
- (dd) By and under an Irrevocable Power of Attorney dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-15 under Serial No. HVL-15/8100 of 2007, (i) Rukmini Laxman Kamthe, (ii) Sanjay Laxman Kamthe, (iii) Nayana Sanjay Kamthe, (iv) Mansi Sanjay Kamthe (minor through natural guardian Sanjay Laxman Kamthe), (v) Vijay Laxman Kamthe, and (vi) Amit Laxman Kamthe conferred various powers on Malnad Projects in manner provided therein.
- (ee) By and under a Deed of Assignment of Development Rights dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/8099/2007, Manjri with the consent of (i) Rukmini Laxman Kamthe, (ii) Sanjay Laxman Kamthe, (iii) Nayana Sanjay Kamthe, (iv) Mansi Sanjay Kamthe (minor through natural guardian Sanjay Laxman Kamthe), (v) Vijay Laxman Kamthe, and (vi) Amit Laxman Kamthe assigned and transferred the development rights with respect to Larger Land 9 unto Malnad Projects, in the manner contained therein.
- (ff) By and under a Sale Deed dated 26th December, 2007 registered with the office of the Sub-Registrar of Assurances under Serial No. 10089 of 2007, (i) Laxmibai Babanrao Dhavale, (ii) Dattatray Babanrao Dhavale and (iii) Babanrao Pandurang Dhavale sold, transferred and conveyed a portion admeasuring 1 Are out of Larger Land 9 unto Deepak Nana Aatole, in the manner contained therein. The reference of the aforesaid



Sale Deed dated 26th December, 2007 bearing Serial No. 10089 of 2007 has been derived from Mutation Entry No. 22032 dated 25th April, 2008.

- (gg) By and under a Sale Deed dated 17th July, 2008 registered with the office of the Sub-Registrar of Assurances under Serial No. 5744 of 2008, (i) Balu Nivrutti Ghule and (ii) Padma Balu Ghule sold, transferred and conveyed a portion admeasuring 1 Are out of dated 25th April, 2008 to Madhukar Vishwanath Bhosale, in the manner contained therein. The reference of the aforesaid Sale Deed dated 17th July, 2008 bearing Serial No. 5744 of 2008 has been derived from Mutation Entry No. 22321 dated 1st August, 2008.
- (hh) By and under a Sale Deed dated 19th April, 2011 registered with the office of the Sub-Registrar of Assurances under Serial No. 10024 of 2010, (i) Rukmini Laxman Kamthe, (ii) Sanjay Sanjay Laxman Kamthe, (iii) Nayana Sanjay Kamthe, (iv) Mansi Sanjay Kamthe, (v) Vijay Laxman Kamthe, (vi) Amit Laxman Kamthe sold transferred and conveyed a portion admeasuring 0.5 Ares out of Larger Land 9 unto Kaluram Shankar Kamble, in the manner contained therein. Further, Manjri, through its constituted attorney Ravikumar Gorepati confirmed the aforesaid sale. The reference of the Sale Deed dated 19th April, 2011 bearing Serial No. 10024 of 2010 has been derived from Mutation Entry No. 25136 dated 19th April, 2011.
- (ii) On perusal of Mutation Entry No. 28839 dated 30th August, 2014, it appears that Madhukar Vishwanath Bhosale and others availed a loan of INR 4,00,000/- (Rupees Four Lakh only) from Rajshree Shahu Co-operative Society Limited and accordingly, the name of Rajshree Shahu Co-operative Society Limited was recorded in the other rights column of the 7/12 extract of Larger Land 9. Further, on perusal of Mutation Entry No. 29637 dated 30th November, 2015, it appears that the aforesaid loan was repaid and therefore, the name of Rajshree Shahu Co-operative Society Limited was deleted from the other rights column of the 7/12 extract of land bearing Survey No. 45/9/1.
- (jj) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears the village form 7/12 extracts were rectified to reflect that (i) Vijay Laxman Kamthe, (ii) Amit Laxman Kamthe and (iii) Rukmini Laxman Kamthe repaid the loan of Sai Baba V.K.S. Society Limited and therefore, the name of Sai Baba V.K.S. Society Limited was deleted from the 7/12 extract of Larger Land 9.
- (kk) By and under a Gift Deed dated 13th April, 2017 registered with the office of Sub-Registrar of Assurances under Serial No. 3890, Chandrabhaga Nana Aatole sold, transferred and conveyed a portion admeasuring 1 Are out of Larger Land 9 unto Dilip Nana Aatole, in the manner contained therein. The reference of the Gift Deed dated 13th April, 2017 bearing Registration No. 3890 has been derived from Mutation Entry No. 30424.
- (ll) By and under a document dated 25th May, 2017 registered with the office of the office of Sub-Registrar of Assurances under Serial No. 2757, (i) Rukmini Laxman Kamthe, (ii) Vijay Laxman Kamthe, (iii) Suvarna Vijay Kamthe, in order to secure repayment of a loan of Rs. 12,00,000/- (Rupees Twelve Lakhs only) availed from Rajashree Shahu Co-operative Bank Limited, Pune, created a mortgage on Larger Land 9 in the manner contained therein. The aforesaid transaction has been recorded in the revenue records vide Mutation Entry No. 31096 dated 11th April, 2018. Further, on perusal of Mutation Entry No. 36514 dated 27th January, 2022, it appears that the aforesaid loan was repaid



and therefore the name of Rajashree Shahu Co-operative Bank Limited, Pune was deleted from the other rights column of the 7/12 extract of Larger Land 9.

- (mm) On perusal of Mutation Entry No. 31245 dated 23rd July, 2018 it appears that the name Rajashri Shahu Co-operative Bank Limited, Pune of Rs. 3,00,000/- was repaid and accordingly, it was directed that the reference to the same be deleted from the village form 7/12 extract.
- (nn) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Registration No. HVL-17/3235 of 2021, (i) Rukmini Laxman Kamthe, (ii) Sanjay Laxman Kamthe, (iii) Nayana Sanjay Kamthe, (iv) Mansi Sanjay Kamthe (minor through natural guardian Sanjay Laxman Kamthe), (v) Vijay Laxman Kamthe, and (vi) Amit Laxman Kamthe have through their constituted attorney Manjri sold, transferred and conveyed an area admeasuring 90.35 Ares out of Larger Land 9 ("Land 9") unto Malnad Projects, on the terms and conditions more particularly described therein. Further, Manjri consented to the transfer of rights in favor of Malnad Projects. The aforesaid sale was recorded vide Mutation Entry No. 35813 dated 3rd November, 2021 in the revenue records. Mansi Sanjay Kamthe was a minor when Land 9 was sold to Malnad Projects. MPIPL represented that the sale of Land 9 in favour of Malnad Projects was not challenged by Mansi Sanjay Kamthe on attaining majority.
- (oo) By and under a Release deed 27th April, 2022 registered with the office of the Sub-Registrar of Assurances under Serial No. 7256 of 2022, (i) Rukminibai Laxman Kamthe, (ii) Sanjay Laxman Kamthe, (iii) Amit Laxman Kamthe released their right, title and interest in Larger Land 9 in favour of Vijay Laxman Kamthe, in the manner contained therein. The aforesaid release was recorded vide Mutation Entry No. 36993 dated 27th April, 2022 in the revenue records. The reference of the Release Deed dated 27th April, 2022 bearing Registration No. 7256 of 2022 has been derived from Mutation Entry No. 36993.
- (pp) By and under a document dated 2nd September, 2022 registered with the office of the Sub-Registrar of Assurances under Serial No. 18843 of 2022, Vijay Laxman Kamthe, in order to secure repayment of a loan of Rs. 25,00,000/- (Rupees Twenty-Five Lakh only) availed from Rajashree Shahu Co-operative Bank Limited, Pune, created a mortgage on Survey No. 45/9/1, in the manner contained therein. The aforesaid transaction has been recorded vide Mutation Entry No. 37285 dated 2nd September, 2022 in the revenue records. The reference of the document dated 2nd September, 2022 bearing Serial No. 18843 of 2022 has been derived from Mutation Entry No. 37285.
- (qq) On perusal of Mutation Entry No. 37363 dated 27th September, 2022, it appears that the Vijay Laxman Kamthe availed a loan of Rs. 469288/- (Rupees Four Lakh Sixty-Nine Thousand Two Hundred and Eighty-Eight only) from Rajashree Shahu Bank Limited and accordingly, the name of Rajashree Shahu Bank Limited was recorded in the other rights column of the 7/12 extract pertaining to Larger Land 9. Further, on perusal of Mutation Entry No. 37803 dated 27th March, 2023, it appears that the aforesaid loan was repaid and therefore, the name of Rajashree Shahu Co-operative Bank Limited, Pune was deleted from the other rights column of the 7/12 extract of Larger Land 9.
- (rr) Thus, it appears that the ownership rights of Land 9 admeasuring 90.35 Ares vested in Malnad Projects and the latest 7/12 extract reflects the following: (i) third party right



created in favour of Mr. Madhukar Bhosale; (ii) charge of Rajashri Shahu Co-operative Bank Limited, Pune; and (iii) Mortgage Deed in favour of Federal bank by Vijay Laxman Kamthe of Rs. 25,00,000/- (Rupees Twenty-Five Lakh only).

8. In respect of Land 10 (Survey No. 45/10):

- (a) On perusal of the village form 7/12 extract provided to us in respect of Survey No. 45/10 admeasuring 24 Ares ("Land 10") for a period commencing from 1986, it appears that Shivaji Narayan Ghule was the owner of Land 10.
- (b) On perusal of Mutation Entry No. 14270 dated 28th August, 1993, it appears that Shivaji Narayan Ghule created a charge in favor of Saibaba V.K.S. Society Limited inter alia on Land 10 for securing an amount of INR 1,00,000/- (Rupees One Lakh only) and accordingly, the name of Saibaba Vividh V.K.S. Society Limited appears in the other rights column of the 7/12 extract in respect of Land 10. Further, on perusal of Mutation Entry No. 14897 dated 15th September, 1996, it appears that the aforesaid loan was repaid and therefore, the name of Saibaba V.K.S. Society Limited was deleted from the other rights column of village form 7/12 extract of Land 10.
- (c) By and under a Sale Deed dated 18th November, 1997 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/7412 of 1997, Shivaji Narayan Ghule sold Land 10 unto Sanjay Laxman Kamthe, in the manner contained therein. The same has been recorded in the revenue records vide Mutation Entry No. 15866 dated 16th April, 1998.
- (d) On perusal of Mutation Entry No. 16148 dated 16th September, 1998, it appears that Shivaji Narayan Ghule created a charge on Land 10 in favor of Allahabad Bank for securing an amount of INR 30,000/- (Rupees Thirty Thousand only). However, the charge of Allahabad Bank does not seem to have been recorded in the other rights column of the 7/12 extract of Land 10. We cannot ascertain how Shivaji Narayan Ghule could create this charge on Land 10 as he had already sold the same to Sanjay Laxman Kamthe vide Sale Deed dated 18th November, 1997 referred to above.
- (e) On perusal of Mutation Entry No. 17128 dated 11th July, 2000, it appears that Sanjay Laxman Kamthe created a charge on Land 10 in favor of Pratibha V.K.S. Society Limited for securing an amount of INR 1,00,000/- (Rupees One Lakh only) and accordingly, the charge of Pratibha Vividh V.K.S. Society Limited was recorded in the other rights column of the 7/12 extract of Land 10. Further, on perusal of Mutation Entry No. 20380 dated 17th August, 2006, it appears the aforesaid loan has been repaid and therefore, the charge of Pratibha V.K.S. Society Limited was deleted from the other rights column of the 7/12 extract of Land 10.
- (f) On perusal of Mutation Entry No. 18775 dated 22nd August, 2003, it appears that Sanjay Laxman Kamthe created a charge on Land 10 in favor of Saibaba V.K.S. Society Limited for securing an amount of INR 2,00,000/- (Rupees Two Lakhs only) and accordingly, the name of Saibaba V.K.S. Society Limited was recorded in the other rights column of the 7/12 extract of Land 10.
- (g) On perusal of Mutation Entry No. 18990 dated 13th February, 2004, it appears that Sanjay Laxman Kamthe created a charge on Land 10 in favor of Saibaba V.K.S. Society Limited for securing an amount of INR 1,00,000/- (Rupees One Lakh only) and



accordingly, the name of Saibaba V.K.S. Society Limited was recorded in the other rights column of the 7/12 extract of Land 10.

- (h) On perusal of Mutation Entry No. 20820 dated 8th February, 2007, it appears that Sanjay Laxman Kamthe repaid the loans availed from Sai Baba V.K.S. Society Limited and accordingly, the two charges of Sai Baba V.K.S. Society Limited were deleted from the other rights column of the 7/12 extract of Land 10.
- (i) By and under a Memorandum of Understanding dated 27th January, 2006 Sanjay Laxman Kamthe agreed to grant and assign the development rights in respect of Land 10 in favor of M/s. Rajiv Ghule and Associates on terms and conditions more particularly described therein.
- (j) By and under a Development Agreement dated 27th September, 2006 registered with the office of Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/7699 of 2006, Sanjay Laxman Kamthe granted and assigned exclusive development rights with possession in respect of Land 10 unto Manjri, through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, M/s. Rajiv Ghule and Associates joined as confirming party to the aforesaid Development Agreement and (i) Rukmini Laxman Kamthe, (ii) Nayna Sanjay Kamthe (iii) Mansi Sanjay Kamthe through her natural guardian Sanjay Laxman Kamthe (iv) Vijay Laxman Kamthe and (v) Amit Laxman Kamthe, confirmed the aforesaid Development Agreement.
- (k) By and under an Irrevocable Power of Attorney dated 27th September, 2006 with the office of Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/7701 of 2006, Sanjay Laxman Kamthe conferred various powers unto Manjri, in the manner provided therein.
- (l) By and under a Supplemental Agreement dated 18th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli-3 under Serial No. HVL-3/10042 of 2006, Manjri, Sanjay Laxman Kamthe, and (i) Rukmini Laxman Kamthe, (ii) Nayna Sanjay Kamthe, (iii) Mansi Sanjay Kamthe through her natural guardian Sanjay Laxman Kamthe, (iv) Vijay Laxman Kamthe and (v) Amit Laxman Kamthe (joined as confirming parties) rearranged the mechanism for payment of consideration, on the terms and conditions and in the manner mentioned therein.
- (m) On perusal of the Mutation Entry No. 20082 dated 8th February, 2007, it appears that the aforesaid loan availed from Saibaba Vividh Karyakari Seva Society Limited was repaid and accordingly, the name of Saibaba Vividh Karyakari Seva Society Limited was deleted from the other rights column of the village form 7/12 extract of Land 10.
- (n) By and under a Deed of Assignment of Development Rights dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/8099/2007, Manjri with the consent of Sanjay Laxman Kamthe assigned and transferred the development rights with respect to Land 10 unto Malnad Projects, in the manner contained therein.
- (o) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances-17 at Haveli under Serial No. HVL-17/1305 of 2021, Sanjay Laxman Kamthe through his constituted attorney, Manjri, sold, transferred and conveyed Land 10 unto Malnad Projects. Further, Manjri, through its constituted



attorney Gaganjit Singh confirmed the aforesaid sale. The aforesaid sale was recorded in the revenue records vide Mutation Entry No. 35800 dated 3rd November, 2021.

- (p) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that this mutation entry does not pertain to Land 10.
- (q) Thus, it appears that the ownership rights of Land 10 admeasuring 24 Acres vested in Malnad Projects.

9. In respect of Land 11 (Survey No. 45/13/4):

- (a) It appears that around the year 1993, Meghraj Shyamal Ahir was the owner of land bearing Survey No. 45/13/4 admeasuring 45.5 Acres ("Land 11").
- (b) By and under a Sale Deed dated 2nd February, 1993 registered with the office of the Sub-Registrar of Assurances at Haveli under Serial No. 586/1993, Meghraj Shyamal Ahir sold, transferred and conveyed Land 11 unto Devidas Baban Jagtap, in the manner contained therein. The aforesaid sale was recorded vide Mutation Entry No. 14258 dated 29th July, 1993 in the revenue records.
- (c) On perusal of Mutation Entry No. 15917 dated 19th May, 1998, it appears that Devidas Baban Jagtap created a charge on Land 11 in favor of Allahabad Bank for securing an amount of INR 35,000/- (Rupees Thirty-Five Thousand only) and accordingly, the charge of Allahabad Bank was recorded in the other rights column of the 7/12 extract of Land 11. Further, on perusal of Mutation Entry No. 16416 dated 16th March, 1999, it appears that Devidas Baban Jagtap repaid the aforesaid loan and therefore, the charge of Allahabad Bank was deleted from the other rights column of the 7/12 extract of Land 11.
- (d) On perusal of Mutation Entry No. 16515 dated 24th June, 1999, it appears that Devidas Babanrao Jagtap created a charge on Land 11 in favour of Dr. Dada Gujar Nagari Sahakari Patsanstha for securing an amount of INR 50,000/- (Rupees Fifty Thousand only) and accordingly, the name of Dr. Dada Gujar Nagari Sahakari Patsanstha was recorded in the other rights column of the 7/12 extract of Land 11.
- (e) By and under a Memorandum of Understanding dated 25th January, 2006, (i) Devidas Baban Jagtap, (ii) Sunita Devidas Jagtap, (iii) Daya Devidas Jagtap, (iv) Amruta Devidas Jagtap and (v) Nayana Sanjay Kamthe agreed to grant and assign the development rights over Land 11 in favor of M/s. Rajiv Ghule and Associates.
- (f) By and under a Development Agreement dated 2nd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/8645/2006, Devidas Baban Jagtap granted and assigned development rights along with possession over a part of the Land 11 unto Manjri, through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, (i) Sunita Devidas Jagtap, (ii) Daya Devidas Jagtap, (iii) Amruta Devidas Jagtap and (iv) Nayana Sanjay Kamthe confirmed and Rajiv Ghule and Associates consented to the aforesaid transaction of grant of development rights over Land 11 unto Manjri on terms and conditions more particularly described therein.
- (g) By and under an Irrevocable Power of Attorney dated 2nd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-



3/8646/2006, Devidas Baban Jagtap conferred various powers in favor of Manjri through its constituted attorney Chaitanya Chunduri in the manner provided therein.

- (h) By and under a notarized Supplementary Agreement dated 2nd November, 2006, Manjri permitted Devidas Baban Jagtap to use and occupy the house admeasuring 28.99 square meters standing on land admeasuring 347 square meters forming a part of Land 11 in the manner mentioned therein.
- (i) By and under a Deed of Assignment of Development Rights dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/4792/2007, Manjri with the consent of Devidas Baban Jagtap granted and assigned the exclusive and absolute development rights in respect of Land 11 in favor of Malnad Projects on terms and conditions more particularly stated therein.
- (j) By and under an Irrevocable Power of Attorney dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/4793/2007, Devidas Baban Jagtap conferred various powers in favour of Malnad Projects in the manner provided therein.
- (k) On perusal of Mutation Entry No. 21103 dated 23rd May, 2007, it appears that Devidas Baban Jagtap and Vithal Kisan More repaid the loan taken from Pratibha Co-operative Societies and therefore, the name of Pratibha Co-operative Societies was deleted from the other rights column of the 7/12 extract of Land 11.
- (l) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Land 11.
- (m) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/1295/2021, Devidas Baban Jagtap through his constituted attorney Manjri sold, transferred and conveyed Land 11 in the manner provided therein. Further, Manjri consented to the aforesaid transaction in favor of Malnad Projects in the manner mentioned therein. The same was recorded in the revenue records vide Mutation Entry No. 34535 dated 28th February, 2021.
- (n) On perusal of Mutation Entry No. 34961 dated 8th April, 2021, it appears that certain rectifications were carried out and the spelling of Malnad Projects was corrected on the 7/12 extract of Land 11.
- (o) Thus, it appears that the ownership rights of Land 11 admeasuring 45.5 Acres vested in Malnad Projects.

10. In respect of Land 12 (Survey No. 46/1):

- (a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Baburao Nivrutti More was the owner of land bearing Survey No. 46/1 admeasuring 1 Hectare 5 Acres ("Larger Land 12"). Also, a charge of Saibaba V.K.S. Society is reflected in the other rights column of the said 7/12 extract of Larger Land 12.
- (b) On perusal of Mutation Entry No. 16238 dated 28th December, 1998 and the 7/12 extract for the years 1996-2006, it appears that Baburao Nivrutti More created a charge on Larger Land 12 in favor of UCO Bank for securing a loan of INR 40,000/- (Rupees



Forty Thousand only) and accordingly, the charge of UCO Bank was recorded in the other rights column of the 7/12 extract of Larger Land 12.

- (c) On perusal of Mutation Entry No. 20006 dated 21st January, 2006, it appears that Ramdas Nivruti More created a charge on Larger Land 12 in favor of UCO Bank for securing an amount of INR 3,40,000/- (Rupees Three Lakh Forty Thousand only) and accordingly, the name of UCO Bank was recorded in the other rights column of the 7/12 extract of Larger Land 12. Further, on perusal of Mutation Entry No. 26893 dated 5th June, 2012, it appears that the Baburao Nivruti More repaid the aforesaid loans along with the loan of Saibaba V.K.S. Society and therefore, the charges of UCO Bank and Saibaba V.K.S. Society were deleted from the other rights column of the 7/12 extract of Larger Land 12.
- (d) By and under a Sale Deed dated 28th April, 2011 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3719 of 2011, (i) Baburao Nivruti More, (ii) Nalini Baburao More, (iii) Gajendra Baburao More, (iv) Netra Gajendra More, (v) Aishwarya Gajendra More (minor, 1 year) through her natural guardian Gajendra Baburao More, (vi) Varsha Prasad Kalbhor, (vii) Archana Vijay Kale, (viii) Kantabai Bhagwan Gaikwad, (ix) Ramdas Nivruti More, (x) Lata Ramdas More, (xi) Santosh Ramdas More, (xii) Priti Ramdas More alias Priti Mahesh Kalbhor, (xiii) Tejal Ramdas More and (xiv) Kajal Ramdas More (minor) through her natural guardian Ramdas Nivruti More sold a portion admeasuring 90 Ares out of Larger Land 12 ("Land 12") unto Ravindra Bahirat in the manner provided therein. Thus, Baburao Nivruti More was left with land admeasuring 15 Ares out of Larger Land 12. The same was recorded in the revenue records vide Mutation Entry No. 26693 dated 7th April, 2012.
- (e) By and under a Development Agreement dated 12th May, 2011 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4238 of 2011 Ravindra Bahirat granted and assigned development rights along with possession over Land 12 unto Malnad Projects through its authorized signatory Ravikumar Gorrepati, in the manner contained therein.
- (f) By and under an Irrevocable Power of Attorney dated 12th May, 2011, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4239 of 2011, Ravindra Bahirat in furtherance of the Development Agreement dated 12th May 2011 conferred various powers on Malnad Projects through its authorized signatory Ravikumar Gorrepati in the manner provided therein.
- (g) By and under a Release Deed dated 23rd December, 2011, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/12707 of 2011, (a) Archana Vijay Kale, (b) Kajal Ramdas More (minor), (c) Kantabai Bhagwan Gaikwad, (d) Gajendra Baburao More, (e) Tejal Kiran Javalkar, (f) Ramdas Nivruti More, (g) Lata Ramdas More, (h) Santosh Ramdas More, (i) Varsha Prasad Kalbhor and (j) Preeti Mahesh Kalbhor released their rights over balance area admeasuring 15 Ares out of Larger Land 12 in favor of Baburao Nivruti More.
- (h) On perusal of Mutation Entry No. 27047 dated 8th September, 2012, it appears that Baburao Nivruti More repaid the loan of Saibaba Saibaba V.K.S. Society and therefore, the name of Saibaba V.K.S. Society was deleted from the other rights column of the 7/12 extract of Larger Land 12.



- (i) On perusal of Mutation Entry No. 29409 dated 30th July, 2015, it appears that Baburao Nivrutti More died leaving behind as his legal heirs, (i) Gajendra Baburao More, (ii) Varsha Prasad Kalbhor, (iii) Archana Vijay Kale and (iv) Nalini Baburao More.
- (j) By and under a Release Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5342 of 2015, it appears that (i) Varsha Prasad Kalbhor, (ii) Archana Vijay Kale and (iii) Nalini Baburao More released their rights in Larger Land 12 in favor of Gajendra Baburao More. The same has been recorded vide Mutation Entry No. 29410 dated 30th July, 2015. The reference of the Release Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5342 of 2015 has been derived from Mutation Entry No. 29410 dated 30th July, 2015.
- (k) By and under a Partition Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5343 of 2015 entered into between Gajendra Baburao More and Om Gajendra More (minor) represented by his mother Netra Gajendra More and consented to by (i) Varsha Prasad Kalbhor, (ii) Archana Vijay Kale, and (iii) Nalini Baburao More, it appears that an area admeasuring 11 Ares out of Larger Land 12 was allotted to Om Gajendra More and the balance land admeasuring 4 Ares out of Larger Land 12 was retained by Gajendra Baburao More. The reference of the Release Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5343 of 2015 has been derived from the Mutation Entry No. 29412 dated 30th July, 2015.
- (l) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the village form 7/12 extracts were rectified to reflect that the name of Baburao Nivrutti More was bracketed and the names of Om Gajendra More and Gajendra Baburao More were added for 11 and 4 Ares respectively.
- (m) On perusal of Mutation Entry No. 31245 dated 23rd July, 2018 it appears that certain rectifications were carried out with respect to assessment on the 7/12 extract of Larger Land 12.
- (n) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/2240 of 2021, Ravindra Dattatray Behirat through his constituted attorney Malnad Projects sold Land 12 unto Malnad Projects through their constituted attorney Vinod Ashok Bansode, in the manner provided therein. The same has been recorded in the revenue records vide Mutation Entry No. 34985 dated 28th May, 2021.
- (o) Thus, it appears that the ownership rights of Land 12 admeasuring 90 Ares vested in Malnad Projects.

11. In respect of Land 13 (Survey No. 46/2):

- (a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Satyavan Dnyanoba More was the owner of land admeasuring 45 Ares bearing Survey No. 46/2 ("Larger Land 13"). A charge of Saibaba V.K.S. Society for INR 25,000/- (Rupees Twenty-Five Thousand only) created on 26th August 1987 was reflected in the other rights column of the said 7/12 extract.



- (b) On perusal of Mutation Entry No. 15744 dated 16th March, 1998, it appears that Satyavan Dnyanoba More created a charge on Larger Land 13 in favor of Bank of India for securing an amount of INR 7,950/- (Rupees Seven Thousand Nine Hundred and Fifty only) and accordingly, the charge of Bank of India was recorded in the other rights column of the 7/12 extract pertaining to Larger Land 13. Further, on perusal of Mutation Entry No. 20572 dated 18th November, 2006, it appears that the aforesaid loan was repaid and therefore, the charge of Bank of India was deleted from the other rights column of the 7/12 extract of Larger Land 13.
- (c) By and under a Sale Deed dated 19th July, 1999 registered with the office of the Sub-registrar of Assurances under Serial No. 3797/1999, Satyavan Dnyanoba More sold an area admeasuring 0.5 Ares out of Larger Land 13 in favour of Kaluram Shankar Kamble. The same was recorded in the revenue records vide Mutation Entry No. 16617 dated 23rd September, 1999 and again vide Mutation Entry No. 16738 dated 2nd December, 1999. It appears that the name of the purchaser was incorrectly recorded as Kaluram Shankar Harpale in Mutation Entry No. 16617. However, it is correctly recorded in Mutation Entry No. 16738 and in the 7/12 extract of Larger Land 13.
- (d) By and under a Sale Deed dated 1st March, 2001 bearing Registration No. 1668/2001, Satyavan Dnyanoba More sold area admeasuring 20 Ares out of Larger Land 13 in favour of Kaluram Arjun Ghule. The same was recorded in the revenue records vide Mutation Entry No. 17544 dated 16th March, 2001.
- (e) On perusal of Mutation Entry No. 19628 dated 8th June, 2005, it appears that Kaluram Arjun Ghule created a charge on Larger Land 13 in favor of Central Bank of India for securing an amount of INR 5,00,000/- (Rupees Five Lakh only) and accordingly, the charge of Central Bank of India was recorded in the other rights column of the 7/12 extract of Larger Land 13.
- (f) By and under a Memorandum of Understanding dated 25th January, 2006, (i) Vatsalabai Dnyanoba More, (ii) Satyavan Dnyanoba More, (iii) Harish Satyavan More and (iv) Girish Satyavan More agreed to grant and assign the development rights over Larger Land 13 in favor of M/s. Rajiv Ghule and Associates. The reference of the Memorandum of Understanding dated 25th January, 2006 has been derived from the Development Agreement dated 8th December, 2006 referred to below.
- (g) By and under an Agreement for Sale dated 12th May, 2006, (i) Kaluram Arjun Ghule, (ii) Pratik Kaluram Ghule (minor) through his natural guardian Kaluram Arjun Ghule and (iii) Rutuja Kaluram Ghule (minor) through her natural guardian Kaluram Arjun Ghule agreed to sell the aforesaid area admeasuring 20 Ares out of Larger Land 13 in favour of Malnad Projects.
- (h) By and under a Development Agreement dated 9th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-11/8741/2006, Kaluram Arjun Ghule granted and assigned development rights along with possession over area admeasuring 20 Ares out of Larger Land 13 unto Malnad Projects, through its authorized signatory Chaitanya Chunduri in the manner contained therein. Further, (i) Kanchan Kaluram Ghule, (ii) Pratik Kaluram Ghule (minor through his natural guardian Kaluram Arjun Ghule) and (iii) Rutuja Kaluram Ghule (minor through her natural guardian Kaluram Arjun Ghule) confirmed the aforesaid transaction, in the manner contained therein. The same was recorded in the revenue records vide Mutation Entry No. 21161 dated 22nd June, 2007.

- (i) By and under an Irrevocable Power of Attorney dated 9th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-11/8742 of 2006, Kaluram Arjun Ghule conferred various powers on Malnad Projects, in manner provided therein.
- (j) By and under a Development Agreement dated 8th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/9781/2006, (i) Vatsalabai Dnyanoba More, (ii) Satyavan Dnyanoba More, (iii) Harish Satyavan More and (iv) Girish Satyavan More, granted and assigned development rights along with possession of area admeasuring 24.5 Ares out of Larger Land 13 unto Manjri through its authorized signatory Chaitanya Chunduri in the manner contained therein. Further, Suvarna Satyavan More and Rukmini Vilas Shinde (daughter of Rukmini Dnyanoba More) confirmed and Rajiv Ghule and Associates consented to the aforesaid transaction of grant and assignment of development rights over the aforesaid area admeasuring 24.5 Ares out of Larger Land 13 unto Manjri in the manner contained therein. Further, in the aforesaid Development Agreement, it is recorded that the consenting parties does not have any right, title and interest in the Larger Land 13.
- (k) By and under an Irrevocable Power of Attorney dated 8th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/9784/2006, (i) Vatsalabai Dnyanoba More, (ii) Satyavan Dnyanoba More, (iii) Harish Satyavan More and (iv) Girish Satyavan More conferred various powers on Manjri in manner provided therein.
- (l) By and under a Supplementary Agreement dated 8th December, 2006, Manjri permitted (i) Vatsalabai Dnyanoba More, (ii) Satyavan Dnyanoba More, (iii) Harish Satyavan More, (iv) Girish Satyavan More and (v) Suvarna Satyavan More to use and occupy the house admeasuring 43.77 square meters out of the total area of Larger Land 13 and agreed to allot an area admeasuring 40 Ares in the project to be constructed by Manjri or adjacent to the same in the manner mentioned therein.
- (m) By and under a Deed of Assignment of Development Rights dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/4792/2007, Manjri with the consent of (i) Vatsalabai Dnyanoba More, (ii) Satyavan Dnyanoba More, (iii) Harish Satyavan More and (iv) Girish Satyavan More granted and assigned the exclusive and absolute development rights of an area admeasuring 24.5 Ares out of Larger Land 13 in favour of Malnad Projects, in the manner contained therein.
- (n) By and under an Irrevocable Power of Attorney dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/4793/2007, (i) Vatsalabai Dnyanoba More, (ii) Satyavan Dnyanoba More, (iii) Harish Satyavan More and (iv) Girish Satyavan More conferred various powers on Malnad Projects in manner provided therein.
- (o) On perusal of Mutation Entry No. 26111 dated 28th November, 2011, it appears that Kaluram Arjun Ghule repaid the loan taken from Sai Baba V.K.S. Society Limited and therefore, the name of Sai Baba V.K.S. Society Limited was deleted from the other right column of the 7/12 extract of Larger Land 13.
- (p) On perusal of Mutation Entry No. 27552 dated 9th March, 2013, it appears that the same does not pertain to Larger Land 13.



- (q) By and under a Sale Deed dated 29th November, 2012 bearing Registration No. HVL-6/ 11298 of 2012, (i) Vatsalabai Dnyanoba More, (ii) Satyavan Dnyanoba More, (iii) Harish Satyavan More and (iv) Girish Satyavan More, through their constituted attorney Manjri, sold, transferred and conveyed area admeasuring 6 Ares out of Larger Land 13 unto Baburao Nivrutti More. The same was recorded in the revenue records vide Mutation Entry No. 27553 dated 9th March, 2013.
- (r) On perusal of Mutation Entry No. 29409 dated 30th July, 2015, it appears that Baburao Nivrutti More died leaving behind as his legal heirs, (i) Gajendra Baburao More, (ii) Varsha Prasad Kalbhor, (iii) Archana Vijay Kale and (iv) Nalini Baburao More.
- (s) By and under a Release Deed dated 9th June, 2015 bearing Registration No. 5342/2015, (i) Nalini Baburao More, (ii) Archana Vijay Kale and (iii) Varsha Prasad Kalbhor have released their rights in favor of Gajendra Baburao More in respect of various properties including Larger Land 13 in favor of Gajendra Baburao More. The reference of the Release Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5342 of 2015 has been derived from the Mutation Entry No. 29410 dated 30th July, 2015.
- (t) By and under a Partition Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5343 of 2015 entered into between Gajendra Baburao More and Om Gajendra More (minor) represented by his mother Netra Gajendra More and consented to by (i) Varsha Prasad Kalbhor, (ii) Archana Vijay Kale, and (iii) Nalini Baburao More, it appears that an area admeasuring 6 Ares out of Larger Land 13 was allotted to Om Gajendra More. The reference of the Release Deed dated 9th June, 2015 registered with the office of Sub-Registrar of Assurances, Haveli, Pune, at Serial No. HVL-6/5343 of 2015 has been derived from the Mutation Entry No. 29412 dated 30th July, 2015.
- (u) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the village form 7/12 extracts were rectified to reflect that the name of Baburao Nivrutti More was bracketed and the names of Om Gajendra More and Gajendra Baburao More were added for 11 and 4 Ares respectively.
- (v) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/11690/2020, Kaluram Arjun Ghule through his constituted attorney Manjri sold, transferred and conveyed an area admeasuring 20 Ares out of Larger Land 13 unto Malnad Projects in the manner provided therein. The same was recorded in the revenue records vide Mutation Entry No. 35723 dated 8th October, 2021.
- (w) By and under a Sale Deed dated 17th February, 2021 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/3243/2021, (i) Vatsalabai Dnyanoba More, (ii) Satyavan Dnyanoba More, (iii) Harish Satyavan More and (iv) Girish Satyavan More have through their constituted attorney Manjri sold, transferred and conveyed an area admeasuring 18.5 Ares out of Larger Land 13 unto Malnad Projects in the manner provided therein. Further, Manjri consented to the aforesaid transaction transfer of rights in favor of Malnad Projects in the manner provided therein. The same was recorded in the revenue records vide Mutation Entry No. 35469 dated 13th September, 2021.

(x) Thus, it appears that the ownership rights of Land 13 admeasuring 38.5 Ares vested in Malnad Projects.

12. In respect of Land 14 (Survey No. 46/3):

(a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Ananda Gangaram More was the owner of land bearing Survey No. 46/3 admeasuring 46 Ares ("Larger Land 14"). A charge of Saibaba V.K.S. Society was reflected in the other rights column of the said 7/12 extract.

(b) By and under a Sale Deed dated 27th October, 1995 bearing Registration No. 8776/1995, Ananda Gangaram More with the confirmation and consent of Anjana Lakshman Tupe and Nandkumar Baban Hargude sold Larger Land 14 to Suvarna Satyavan More. The same was recorded in the revenue records vide Mutation Entry No. 14692 dated 1st February, 1996.

(c) On perusal of Mutation Entry No. 16274 dated 11th January, 1999, it appears that Suvarna Satyavan More created a charge on Land 14 in favor of Bank of India for securing an amount of INR 10,000/- (Rupees Ten Thousand only) and accordingly, the charge of Bank of India was recorded in the other rights column of the 7/12 extract of Larger Land 14. Further, on perusal of Mutation Entry No. 20572 dated 18th November, 2006, it appears that the aforesaid loan was repaid and therefore, the charge of Bank of India was deleted from the other rights column of the 7/12 extract of Larger Land 14.

(d) By and under a Sale Deed dated 1st March, 2001 bearing Registration No. 1667/2001, Suvarna Satyavan More sold a portion admeasuring 20 Ares out of the Larger Land 14 to Kaluram Arjun Ghule. Accordingly, the name of Kaluram Arjun Ghule was recorded in the owner's column of the 7/12 extract of Larger Land 14. The same was recorded in the revenue records vide Mutation Entry No. 17545 dated 16th March, 2001. We have not been provided with the complete and legible copy of the aforesaid Sale Deed.

(e) On perusal of Mutation Entry No. 19628 dated 8th June, 2005, it appears that Kaluram Arjun Ghule created a charge on his share in Larger Land 14 in favor of Central Bank of India for securing an amount of INR 5,00,000/- (Rupees Five Lakh only) and accordingly, the charge of Central Bank of India was recorded in the other rights column of the 7/12 extract of Larger Land 14.

(f) By and under a Memorandum of Understanding dated 25th January 2006, Suvarna Satyavan More agreed to grant and assign the development rights over Larger Land 14 in favor of M/s. Rajiv Ghule and Associates, in the manner contained therein. The reference of the Memorandum of Understanding dated 25th January, 2006 has been derived from the Development Agreement dated 8th December, 2006 referred to below.

(g) By and under an Agreement for Sale dated 12th May, 2006, (i) Kaluram Arjun Ghule, (ii) Pratik Kaluram Ghule (minor) through his natural guardian Kaluram Arjun Ghule and (iii) Rutuja Kaluram Ghule (minor) through her natural guardian Kaluram Arjun Ghule agreed to sell the aforesaid portion admeasuring 20 Ares out of Larger Land 14 in favor of Malnad Projects.

(h) By and under a Development Agreement dated 9th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-



11/8741/2006, Kaluram Arjun Ghule granted and assigned development rights along with possession over the aforesaid area admeasuring 20 Ares out of Larger Land 14 unto Malnad Projects, through its authorized signatory Chaitanya Chunduri in the manner contained therein. Further, (i) Kanchan Kaluram Ghule, (ii) Pratik Kaluram Ghule (minor) through his natural guardian Kaluram Arjun Ghule and (iii) Rutuja Kaluram Ghule (minor) through her natural guardian Kaluram Arjun Ghule confirmed the aforesaid transaction, in the manner contained therein. The same was recorded in the revenue records vide Mutation Entry No. 21161 dated 22nd June, 2007.

- (l) By and under an Irrevocable Power of Attorney dated 9th November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-11/8742 of 2006, Kaluram Arjun Ghule conferred various powers on Malnad Projects, in manner provided therein.
- (m) By and under a Development Agreement dated 8th December, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/9783/2006, Suvarna Satyavan More granted and assigned development rights along with possession over area admeasuring 26 Ares out of Larger Land 14 unto Manjri through its authorized signatory Chaitanya Chunduri in the manner contained therein. Further, (i) Satyavan Dnyanoba More, (ii) Harish Satyavan More and (iii) Girish Satyavan More confirmed and Rajiv Ghule and Associates consented to the aforesaid transaction of grant and assignment of development rights over the said area admeasuring 26 Ares out of Larger Land 14 unto Manjri in the manner contained therein.
- (n) By and under an Irrevocable Power of Attorney dated 8th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-3/9782/2006, Suvarna Satyavan More conferred various powers on Manjri in manner provided therein.
- (o) By and under a Deed of Assignment of Development Rights dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/4792/2007, Manjri with the consent of Suvarna Satyavan More granted and assigned the exclusive and absolute development rights over the aforesaid area admeasuring 26 Ares out of Larger Land 14 in favor of Malnad Projects, in the manner contained therein.
- (p) By and under an Irrevocable Power of Attorney dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/4793/2007, Suvarna Satyavan More conferred various powers on Malnad Projects in manner provided therein.
- (q) On perusal of Mutation Entry No. 26111 dated 28th November, 2011, it appears that Kaluram Arjun Ghule repaid the loan taken from Sai Baba Multipurpose Co-operative Society Limited and therefore, the name of Sai Baba Multipurpose Co-operative Society Limited was deleted from the other right column of the 7/12 extract of Larger Land 14.
- (r) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Larger Land 14.



- (p) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/11690/2020, Kaluram Arjun Ghule through his constituted attorney Manjri sold, transferred and conveyed the aforesaid area admeasuring 20 Ares out of Larger Land 14 unto Malnad Projects in the manner provided therein. The same was recorded in the revenue records vide Mutation Entry No. 35723 dated 8th October, 2021.
- (q) By and under a Sale Deed dated 17th February, 2021 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-17/3247/2021, Suvama Satyavan More through his constituted attorney Manjri sold, transferred and conveyed an area admeasuring 26 Ares out of Larger Land 14 unto Malnad Projects in the manner provided therein. Further, Manjri consented to the aforesaid transfer of rights in favor of Malnad Projects in the manner provided therein. The same was recorded in the revenue records vide Mutation Entry No. 34725 dated 17th March, 2021.
- (r) On perusal of Mutation Entry No. 37142 dated 25th August, 2022, it appears that certain rectification was carried out with respect to the account number of Malnad Projects.
- (s) By and under a Sale Deed dated 28th April, 2023 bearing Registration No. 8787, Malnad Projects sold, transferred, and conveyed an area admeasuring 8 Ares out of Larger Land 14 unto Gajendra Baburao More on the terms and conditions more particularly described therein. The said sale was sought to be recorded in the revenue records vide Mutation Entry No. 37917 dated 26th May, 2023, but the same was cancelled and thereafter the same was recorded vide Mutation Entry No. 38013 dated 23rd May, 2023.
- (t) Thus, it appears that the ownership rights of Land 14 admeasuring 38 Ares vested in Malnad Projects /

13. In respect of Land 15 (Survey No. 46/4):

- (a) On perusal of the 7/12 extract for the years 1986-1996, it appears that (i) Vatsalabai Sahebrao Jagdale, (ii) Babubai Gulabrao Jagdale, (iii) Jijabai Haribhau Jagtap and (iv) Nanibai Babanrao Pawar and (v) Ramdas Nivrutti More were the owners of land bearing Survey No. 46/4 admeasuring 81 Ares ("Larger Land 15").
- (b) By and under a Release Deed dated 11th February, 2005 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/824 of 2005, (i) Babubai Gulabrao Jagdale, (ii) Jijabai Haribhau Jagtap and (iii) Nanibai Babanrao Pawar released all their rights, title and interest in the Larger Land 15 in favor of Ramdas Nivrutti More. The same has been recorded in the revenue records vide Mutation Entry No. 19451 dated 15th February, 2005. We observe that in the Release Deed dated 11th February, 2005, the registration no. is incorrectly mentioned as 8024/2005 on page nos. 1 to 6, instead of 824/2005, which is correctly mentioned on page nos. 7 and 8. The Index II of the said Release Deed reflects registration no. as 824/2005.
- (c) By and under a Release Deed dated 15th February, 2005 registered with the office of Sub-Registrar of Assurances under Serial No. 882 of 2005, legal heirs of Vatsalabai Sahebrao Jagdale viz, (i) Sahebrao Bali Jagdale, (ii) Sudam Sahebrao Jagdale, (iii) Kashinath Sahebrao Jagdale, (iv) Kishan Sahebrao Jagdale, (v) Sambhaji Sahebrao Jagdale, and (vi) Prakash Sahebrao Jagdale, released all their rights, title and interest



in Larger Land 15 in favor of Ramdas Nivrutti More. The same has been recorded in the revenue records vide Mutation Entry No. 19452 dated 17th February, 2005.

- (d) Thus, Ramdas Nivrutti More became the sole owner of Larger Land 15.
- (e) On perusal of Mutation Entry No. 20006 dated 21st January, 2006, it appears that Ramdas Nivrutti More created a charge on Larger Land 15 in favor of UCO for securing an amount of INR 1,50,000/- (Rupees One Lakh Fifty Thousand only) and accordingly, the charge of UCO Bank was recorded in the other rights column of 7/12 extract of Larger Land 15.
- (f) By and under a Development Agreement dated 4th November, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9477 of 2006, Ramdas Nivrutti More granted and assigned development rights in respect of Larger Land 15 unto Malnad Projects, through its authorized signatory Vekantdasappa Srinivas Harish in the manner contained therein. Further, (i) Babubai Gulabrao Jagdale, (ii) Sudam Sahebrao Jagdale, (iii) Kashinath Sahebrao Jagdale, (iv) Kisan Sahebrao Jagdale, (v) Prakash Sahebrao Jagdale, (vi) Jijabai Haribhau Jagtap, (vii) Nanibai Babanrao Pawar (viii) Lata Ramdas More (ix) Santosh Ramdas More, (x) Priti Ramdas More (minor) through her natural guardian Ramdas Nivrutti More (xi) Tejal Ramdas More (minor) through her natural guardian Ramdas Nivrutti More (xii) Kajal Ramdas More (minor) through her natural guardian Ramdas Nivrutti More confirmed to the aforesaid transaction of grant of development rights with respect to Larger Land 15 in favor of Malnad Projects, in the manner contained therein. The same has been recorded in the revenue records vide Mutation Entry No. 21289 dated 16th July, 2007.
- (g) By and under an Irrevocable Power of Attorney dated 4th November, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9478 of 2006, Ramdas Nivrutti More in furtherance of the Development Agreement dated 4th November, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9477 of 2006, conferred various powers on Malnad Projects through its authorized signatory Vekatdasappa Srinivas Harish in the manner provided therein.
- (h) By and under a Supplementary Agreement dated 2nd April, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2771 of 2009, Malnad Projects through constituted attorney Chaitanya Chunduri, allotted an area admeasuring 11 Ares out of Larger Land 15 to Ramdas Nivrutti More for residential purpose, in the manner stated therein. Further, Lata Ramdas More consented to the aforesaid transaction of retention of area by Ramdas Nivrutti More. The same has been recorded in the revenue records vide Mutation Entry No. 26689 dated 4th April, 2012.
- (i) By and under a Deed of Rectification dated 25th May, 2011 registered with the office of Sub Registrar of Assurances at Haveli under Serial No. HVL-11/4646 of 2011 executed between Ramdas Nivrutti More, Lata Ramdas More and Malnad Projects, to rectify the area granted for development under the aforesaid Development Agreement dated 4th November, 2006 from 81 Ares to 70 Ares. The same has been recorded in the revenue records vide Mutation Entry No. 26689 dated 4th April, 2012.
- (j) By and under a Release Deed dated 23rd December, 2011, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/12708 of 2011, (a)



Kajal Ramdas More (minor), (b) Kantabai Bhagwan Gaikwad, (c) Gajendra Baburao More, (d) Tejal Kiran Javalkar, (e) Nalini Baburao More, (f) Baburao Nivrutti More, and (g) Priti Mahesh Kalbhor released their rights over balance area admeasuring 11 Ares out of Larger Land 15 in favour of Ramdas Nivrutti More.

- (k) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Larger Land 15.
- (l) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under the Serial No. HVL-17/11639 of 2020, Ramdas Nivrutti More sold, conveyed and transferred all his rights, title and interest in area admeasuring 70 Ares out of the total area of Larger Land 15 ("Land 15") unto Malnad Projects, through their constituted attorney Vinod Ashok Bansode, in the manner provided therein. The same was recorded in the revenue records vide Mutation Entry No. 35720 dated 8th October, 2021.
- (m) Thus, it appears that the ownership rights of Land 15 admeasuring 70 Ares vested in Malnad Projects and the latest 7/12 extract reflects the charge of UCO Bank for the sum of INR 1,50,000/-.

14. In respect of Land 16 (Survey No. 46/5/1):

- (a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Narayan Ganpat More was the owner of land bearing Survey No. 46/5/1 admeasuring 55 Ares ("Land 16"). The other rights column of the said 7/12 extract reflects the following charges: (i) the name of Mahadev Dagdu Tantak is reflected along with the reference of a case, the details of which are not provided, and (ii) a charge of Bank of Maharashtra for INR 2,000/- (Rupees Two Thousand only).
- (b) On perusal of Mutation Entry No. 15372 dated 2nd September, 1997, it appears that Narayan Ganpat More died on 26th May, 1995 leaving behind as his legal heirs, (i) Shamrao Narayan More, (ii) Rajaram Narayan More, (iii) Dattatraya Narayan More, (iv) Chandrabhaga Narayan More, (v) Tarabai Prabhakar Kodikar, and (vi) Gangubai Muktaji Phadtare.
- (c) On perusal of Mutation Entry No. 16548 dated 5th July, 1998, it appears that Shamrao Narayan More repaid the loan of Bank of Maharashtra and therefore, the charge of Bank of Maharashtra was deleted from the other rights column of the 7/12 extract of Land 16.
- (d) On perusal of Mutation Entry No. 16999 dated 5th April, 2000, it appears that Shamrao Narayan More created a charge on Land 16 in favour of Saibaba V.K.S. Society for securing an amount of INR 1,00,000/- (Rupees One Lakh only) and accordingly, the name of Saibaba V.K.S. Society was recorded in the other rights column of the 7/12 extract of Land 16. Further, on perusal of Mutation Entry No. 19597 dated 12th May, 2005, it appears that Shamrao Narayan More repaid the aforesaid loan and therefore, the name of Saibaba V.K.S. Society was deleted from the other rights column of the 7/12 extract of Land 16.
- (e) On perusal of Mutation Entry No. 19456 dated 17th February, 2005, it appears that Dattatraya Narayan More died on 10th March, 2004 leaving behind as his legal heirs,

(i) Surekha alias Vaishali Dattatraya More, (ii) Akash Dattatraya More and (iii) Akshada Dattatraya More.

(f) On perusal of Mutation Entry No. 19599 dated 18th May, 2005, it appears that (i) Shamrao Narayan More, (ii) Rajaram Narayan More, (iii) Chandrabhaga Narayan More, (iv) Tarabai Prabhakar Kodikar and (v) Gangubai Muktaji Phadtare created a charge on Land 16 in favour of Dr Manibhai Desai Grameen Bigar Sheti Sahakari Pathasantha for securing an amount of INR 3,00,000/- (Rupees Three Lakh only) and accordingly, the charge of Dr Manibhai Desai Grameen Bigar Sheti Sahakari Pathasantha was recorded in the other rights column of the 7/12 extract of Land 16. Further, on perusal Mutation Entry No. 20089 dated 27th February, 2006, it appears that (i) Shamrao Narayan More, (ii) Rajaram Narayan More, (iii) Chandrabhaga Narayan More, (iv) Tarabai Prabhakar Kodikar and (v) Gangubai Muktaji Phadtare repaid the aforesaid loan of Dr. Manibhai Desai Grameen Bigar Sheti Sahakari Pathasantha and therefore, the name of Dr. Manibhai Desai Grameen Bigar Sheti Sahakari Pathasantha was deleted from the other rights column of the 7/12 extract of Land 16.

(g) By and under a Development Agreement dated 7th July, 2007, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/5325 of 2007 ("DAI"), (i) Chandrabhaga Narayan More, (ii) Shamrao Narayan More, (iii) Vaishali Sujit Gole, (iv) Vrushali Manoj Dhumal, (v) Smita Pritam Ghule, (vi) Rajaram Narayan More, (vii) Samir Rajaram More, (viii) Amit Rajaram More, (i) Surekha alias Vaishali Dattatraya More, (x) Akash alias Akshay Dattatraya More (minor through his natural guardian Vaishali Dattatraya More), (xi) Akshada Dattatraya More (minor through her natural guardian Vaishali Dattatraya More), (xii) Tarabai Prabhakar Kodikar and (xiii) Gangubai Muktaji Phadtare granted and assigned development rights of Land 16 unto Manjri, through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, (i) Mangal Shamrao More and (ii) Aruna Rajaram More confirmed and Rajiv Ghule and Associates consented to the aforesaid transaction of grant of development rights with respect to Land 16 in favor of Manjri, in the manner contained therein. Akshay Dattatray More and Akshada Dattatraya More were minors when development rights were assigned with respect to Land 16 in favour of Manjri. MPIPL represented to us that the assignment of development rights with respect to Land 16 in favour of Manjri was not challenged by Akshay Dattatraya More and/or Akshada Dattatraya More on attaining majority.

(h) The aforesaid Development Agreement dated 7th July, 2007 further records that Mahadev Dagdu Tantak, whose name was reflected in the other rights column of the 7/12 extract of Land 16, has no right, title or interest therein, and that Land 16 is in possession of Chandrabhaga Narayan More and others.

(i) By and under a Power of Attorney dated 7th July, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/5326/2007 ("POA"), (i) Chandrabhaga Narayan More, (ii) Shamrao Narayan More, (iii) Vaishali Sujit More, (iv) Vrushali Manoj Dhumal, (v) Smita Pritam Ghule, (vi) Rajaram Narayan More, (vii) Samir Rajaram More, (viii) Amit Rajaram More, (ix) Surekha alias Vaishali Dattatraya More, (x) Akash alias Akshay Dattatraya More (through his natural guardian Vaishali Dattatraya More), (xi) Akshada Dattatraya More (through her natural guardian Vaishali Dattatraya More), (xii) Tarabai Prabhakar Kodikar and (xiii) Gangubai Muktaji Phadtare conferred various powers in favour of Manjri in the manner provided therein.



- (j) Two sisters-in-law of Chandrabhaga Narayan More, viz. Sulochana alias Sulabai Sukhdeo Badade and Parvati Namdeo Gaikwad, had filed Regular Civil Suit No. 183 of 2007 before the Civil Judge, Junior Division, Pune, claiming they have rights over area admeasuring 25 Acres out of Land 16. By and under a Development Agreement dated 19th July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6252/2008 ("DA2"), Sulochana alias Sulabai Sukhdeo Badade and Parvati Namdeo Gaikwad agreed to sell/transfer and assign their share / claim in Land 16 in favor of Manjri. Under the aforesaid Development Agreement dated 23rd July, 2008, Sulochana alias Sulabai Sukhdeo Badade and Parvati Namdeo Gaikwad agreed to withdraw the suit. Though we do not have copies of papers and proceedings of the said Regular Civil Suit No. 183 of 2007, the online status of the same reflects that the same was disposed of on 21st July, 2008.
- (k) By and under a Power of Attorney dated 19th July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6253/2008 ("POA2"), Sulochana alias Sulabai Sukhdeo Badade and Parvati Namdeo Gaikwad conferred various powers in favour of Manjri in the manner provided therein.
- (l) By and under a Development Agreement dated 23rd July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6366/2008 ("DA3"), three sisters of the erstwhile owner of Land 16 Narayan Ganpat More, viz. (i) Devubai Eknath Shere, (ii) Sulabai Gulab Ambekar and (iii) Kalabai Shankar Kale, agreed to sell/transfer and assign their share/ claim in Land 16 in favour of Manjri.
- (m) By and under a Power of Attorney dated 23rd July, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6367/2008 ("POA3"), (i) Devubai Eknath Shere, (ii) Sulabai Gulab Ambekar and (iii) Kalabai Shankar Kale conferred various powers in favour of Manjri in the manner provided therein.
- (n) By and under a Supplementary Agreement dated 5th March, 2010 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/2439/2010, Manjri through constituted attorney Chaitanya Chunduri, granted possession of an area admeasuring 5 Acres out of land bearing Survey No. 46/5/2 to (i) Shamrao Narayan More (ii) Rajaram Narayan More and (iii) Akash alias Akshay Dattatray More for residential purpose, in the manner stated therein, thus retaining the entire Land 16 for its development.
- (o) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Land 16.
- (p) By and under a Sale Deed dated 23rd December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli bearing No. HVL-17/11000 of 2020, (i) Chandrabhaga Narayan More, (ii) Shamrao Narayan More, (iii) Vaishali Sujit More, (iv) Vrushali Manoj Dhumal, (v) Smita Pritam Ghule, (vi) Rajaram Narayan More, (vii) Samir Rajaram More, (viii) Amit Rajaram More, (ix) Surekha alias Vaishali Dattatraya More, (x) Akash alias Akshay Dattatraya More, (xi) Ajada Dattatraya More (xii) Tarabai Prabhakar Kodikar, (xiii) Gangubai Muktaji Phadatare, (xiv) Mangal Shamrao More, (xv) Aruna Rajaram More, (xvi) Deubai Eknath Shere, (xvii) Sulabai Gulab Ambekar, and (xviii) Kalabai Shankar Kale sold, transferred and conveyed Land 16 unto Malnad Projects through their constituted attorney Suresh Bhandari, in the manner provided therein. Further, Manjri confirmed the aforesaid transaction of sale of Land 16 in favor of Malnad Projects in the manner provided therein. The same has been

recorded in the revenue records vide Mutation Entry No. 34236 dated 24th December, 2020.

(q) Thus, it appears that the ownership rights of Land 16 admeasuring 55 Ares vested in Malnad Projects and the latest 7/12 extract reflects the name of Mahadev Dagdu Tantak continues to reflect in the other rights column of the 7/12 extract of Land 16.

15. In respect of Land 17 (Survey No. 46/6):

(a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Bhausaheb Tukaram More (in his capacity as Karta of Hindu Undivided Family) was the owner of land admeasuring 60 Ares bearing Survey No. 46/6 ("Larger Land 17"). The 7/12 extract records the name of Bhausaheb Tukaram More by its shortened version, viz. Bhauso Tukaram More. For the purpose of this Report, we have assumed that both these names are of the same person.

(b) By and under a Memorandum of Understanding dated 27th January 2006, (i) Bhausaheb Tukaram More (ii) Latabai Bhausaheb More, (iii) Avinash Bhausaheb More, (iv) Nanaheb Tukaram More, (v) Anjanabai Nanaheb More, (vi) Ajinkya Nanaheb More, (vii) Anamika Nanaheb More, (viii) Madhukar Tukaram More, (ix) Laxmi Madhukar More, (x) Ashwini Madhukar More (minor through her natural guardian Madhukar Tukaram More), (xi) Meenakshi Madhukar More (minor through her natural guardian Madhukar Tukaram More), (xii) Sulba Madhukar More (minor through her natural guardian Madhukar Tukaram More), agreed to grant and assign the development rights over Larger Land 17 in favor of Rajiv Ghule and Associates and Rajiv Shivaji Ghule on terms and conditions more particularly described therein. The reference of the Memorandum of Understanding dated 27th January, 2006 has been derived from the Development Agreement dated 21st November, 2006 referred to below.

(c) By and under a Development Agreement dated 21st November, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9211 of 2006, (i) Bhausaheb Tukaram More, (ii) Latabai Bhausaheb More, (iii) Avinash Bhausaheb More, (iv) Nanaheb Tukaram More, (v) Anjanabai Nanaheb More, (vi) Ajinkya Nanaheb More, (vii) Anamika Nanaheb More, (viii) Madhukar Tukaram More, (ix) Laxmi Madhukar More, (x) Ashwini Madhukar More (minor through her natural guardian Madhukar Tukaram More), (xi) Meenakshi Madhukar More (minor through her natural guardian Madhukar Tukaram More), (xii) Sulba Madhukar More (minor through her natural guardian Madhukar Tukaram More), granted and assigned development rights along with possession for area pertaining to Larger Land 17 unto Manjri, through its authorized signatory Chaitanya Chunduri, in the manner contained therein. Further, (i) Sadhana Dyaneshwar Shewale (ii) Shashikala Deepak Pathare (iii) Anamika Kalidas Bhadale and (iv) Shantabai Bhairu Vichare confirmed and Rajiv Ghule and Associates consented to the aforesaid transaction of grant of development rights with respect to Larger Land 17 in favor of Manjri, on terms and conditions more particularly described therein.

(d) By and under an Irrevocable Power of Attorney dated 21st November, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9212 of 2006, (i) Bhausaheb Tukaram More, (ii) Latabai Bhausaheb More, (iii) Avinash Bhausaheb More, (iv) Nanaheb Tukaram More, (v) Anjanabai Nanaheb More, (vi) Ajinkya Nanaheb More, (vii) Anamika Nanaheb More, (viii) Madhukar Tukaram



More, (ix) Laxmi Madhurkar More, (x) Ashwini Madhurkar More (minor through her natural guardian Madhukar Tukaram More), (xi) Meenakshi Madhurkar More (minor through her natural guardian Madhukar Tukaram More), (xii) Sulbha Madhurkar More (minor through her natural guardian Madhukar Tukaram More), furtherance of the Development Agreement dated 21st November, 2006, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/9211 of 2006, conferred various powers on Manjri in the manner provided therein.

- (e) By and under a notarized Supplemental Agreement dated 21st November, 2006, Manjri through Chaitanya Chunduri permitted granted a right of temporary occupation of house admeasuring 608 square feet built up area standing on land admeasuring 1.5 Ares out of Larger Land 17 to (i) Bausaheb Tukaram More, (ii) Latabai Bausaheb More, (iii) Avinash Bausaheb More, (iv) Nanasheb Tukaram More, (v) Anjanabai Nanasheb More, (vi) Ajinkya Nanasheb More, (vii) Anamika Nanasheb More, (viii) Madhukar Tukaram More, (ix) Laxmi Madhurkar More, (x) Ashwini Madhurkar More (minor through her natural guardian Madhukar Tukaram More), (xi) Meenakshi Madhurkar More (minor through her natural guardian Madhukar Tukaram More), (xii) Sulbha Madhurkar More (minor through her natural guardian Madhukar Tukaram More), in the manner contained therein.
- (f) By and under a Deed of Assignment of Development Rights dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4792 of 2007, Manjri granted and assigned development rights along with possession pertaining to Larger Land 17 unto Malnad Projects, in the manner contained therein. Further, (i) Bausaheb Tukaram More, (ii) Latabai Bausaheb More, (iii) Avinash Bausaheb More, (iv) Nanasheb Tukaram More, (v) Anjanabai Nanasheb More, (vi) Ajinkya Nanasheb More, (vii) Anamika Nanasheb More, (viii) Madhukar Tukaram More, (ix) Laxmi Madhurkar More, (x) Ashwini Madhurkar More (minor through her natural guardian Madhukar Tukaram More), (xi) Meenakshi Madhurkar More (minor through her natural guardian Madhukar Tukaram More), (xii) Sulbha Madhurkar More (minor through her natural guardian Madhukar Tukaram More), through their constituted attorney Manjri, consented to aforesaid transaction of assignment of development rights with respect to Larger Land 17 in favor of Malnad Projects on terms and conditions more particularly described therein.
- (g) By and under an Irrevocable Power of Attorney dated 6th March, 2007 with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4793 of 2007, (i) Bausaheb Tukaram More, (ii) Latabai Bausaheb More, (iii) Avinash Bausaheb More, (iv) Nanasheb Tukaram More, (v) Anjanabai Nanasheb More, (vi) Ajinkya Nanasheb More, (vii) Anamika Nanasheb More, (viii) Madhukar Tukaram More, (ix) Laxmi Madhurkar More, (x) Ashwini Madhurkar More (minor through her natural guardian Madhukar Tukaram More), (xi) Meenakshi Madhurkar More (minor through her natural guardian Madhukar Tukaram More), (xii) Sulbha Madhurkar More (minor through her natural guardian Madhukar Tukaram More), all through their power of attorney Manjri conferred various powers on Malnad Projects in the manner provided therein.
- (h) By and under a Supplementary Agreement dated 6th March, 2009, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/1889 of 2009, Manjri allotted an area admeasuring 5 Ares out of the Larger Land 17 to (i) Avinash Bausaheb More and (ii) Ajinkya Nanasheb More (minor) through natural



guardian Nana Saheb Tukaram More for residential purpose, in the manner stated therein. Further, (i) Bhausaheb Tukaram More and (ii) Nana Saheb Tukaram More confirmed the aforesaid transaction.

- (i) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Larger Land 17.
- (j) By and under a Sale Deed dated 31st December, 2020, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1262 of 2021, (i) Bhausaheb Tukaram More, (ii) Latabai Bhausaheb More, (iii) Avinash Bhausaheb More, (iv) Nana Saheb Tukaram More, (v) Anjanabai Nana Saheb More, (vi) Ajinkya Nana Saheb More, (vii) Anamika Nana Saheb More, (viii) Madhukar Tukaram More, (ix) Laxmi Madhukar More, (x) Ashwini Madhukar More (minor through her natural guardian Madhukar Tukaram More), (xi) Meenakshi Madhukar More (minor through her natural guardian Madhukar Tukaram More), (xii) Sulba Madhukar More (minor through her natural guardian Madhukar Tukaram More), through their constituted attorney Manjri, sold area admeasuring 55 Ares out of Larger Land 17 ("Land 17") unto Malnad Projects through its constituted attorney Vinod Ashok Bansode, in the manner provided therein. Further, Manjri through their constituted attorney Gaganjeet Singh, confirmed the aforesaid transaction of sale unto Malnad Projects. The same was recorded in the revenue records vide Mutation Entry No. 35797 dated 3rd November, 2021.
- (k) Thus, it appears that the ownership rights of Land 17 admeasuring 55 Ares vested in Malnad Projects.

16. In respect of Land 18 (Survey No. 46/7/1):

- (a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Rambhau Shankar More was the owner of land bearing Survey No. 46/7/1 admeasuring 30 Ares ("Larger Land 18").
- (b) On perusal of Mutation Entry No. 23068 dated 24th August, 2009, it appears that Rambhau Shankar More died on 2nd April, 1986 leaving behind as his only legal heirs, (i) Babasaheb Rambhau More, (ii) Sambhaji Rambhau More, (iii) Jaydeep Shivaji More, (iv) Siddheshwar Shivaji More, (v) Pooja Chandrakant Jagtap, (vi) Durga Ramesh Autade, (vi) Rukmini Shivaji More, (vii) Machindra Baban More, (viii) Nandkumar Baban More, (ix) Shaila Uttam Kalbhor, (x) Dwarkabai Baban More, (xi) Mandakini Ramdas Ghule, (xii) Kausalya Laxman Bhadle, and (xiii) Gajrabai Rambhau More. Accordingly, the names of these legal heirs were recorded in the 7/12 extract of Larger Land 18.
- (c) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Larger Land 18.
- (d) By and under a Development Agreement dated 1st August, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/5848/2007, (i) Gajrabai Rambhau More, (ii) Machindra Baban More, (iii) Rohit Machindra More (minor) (through his natural guardian Machindra Baban More), (iv) Amit Machindra More (minor) (through his natural guardian Machindra Baban More), (v) Nandkumar Baban More, (vi) Suraj Nandkumar More (minor) (through his natural guardian Nandkumar Baban More), (vii) Supriya Nandkumar More (minor) (through his natural guardian Nandkumar Baban More), (viii) Shaila Uttam Kalbhor, (ix) Babasaheb



Rambhau More, (x) Pradeep Babasaheb More, (xi) Omkar Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xii) Gayatri Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xiii) Seema Narayan Kunjir, (xiv) Manisha Mukund Shinde, (xv) Shilpa Anil Ghule, (xvi) Jaydeep Shivaji More, (xvii) Yash Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xviii) Shradhha Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xix) Siddheshwar Shivaji More, (xx) Pooja Chandrakant Jagtap, (xxi) Durga Ramesh Autade, (xxii) Sambhaji Rambhau More, (xxiii) Ramesh Sambhaji More, (xxiv) Vaishali Balasaheb Kalbhor, (xxv) Asha Sunil Ghavate, (xxvi) Sneha Ganesh Khandave, (xxvii) Nandakini Ramdas Ghule, and (xxviii) Kausalyabai Laxman Bhadale granted and assigned development rights along with possession for area of Larger Land 18 unto Manjri, in the manner contained therein. Further, (i) Dwarkabai Baban More, (ii) Manisha Machindra More, (iii) Ujwala Nandkumar More, (iv) Alka Babasaheb More, (v) Shobha Pradeep More, (vi) Rukmini Shivaji More, (vii) Sunita Jaydeep More, (viii) Pushpa Sambhaji More joined as confirming parties to the said Development Agreement by way of abundant caution without claiming any consideration, and acknowledged that they did not have any right, title or interest in Larger Land 18. The name of Mandakini Ramdas Ghule is recorded as Nandakini Ramdas Ghule in the aforesaid Development Agreement dated 1st August, 2007. For the purpose of this Report, we have assumed that both these names are of the same person. In the aforesaid Development Agreement, it was recorded that the consenting parties does not have any right, title and interest in the Larger Land 18.

(e) By and under an Irrevocable Power of Attorney dated 1st August, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/5849/2007, (i) Gajrabai Rambhau More, (ii) Machindra Baban More, (iii) Rohit Machindra More (minor) (through his natural guardian Machindra Baban More), (iv) Amit Machindra More (minor) (through his natural guardian Machindra Baban More), (v) Nandkumar Baban More, (vi) Suraj Nandkumar More (minor) (through his natural guardian Nandkumar Baban More), (vii) Supriya Nandkumar More (minor) (through his natural guardian Nandkumar Baban More), (viii) Shaila Uttam Kalbhor, (ix) Babasaheb Rambhau More, (x) Pradeep Babasaheb More, (xi) Omkar Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xii) Gayatri Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xiii) Seema Narayan Kunjir, (xiv) Manisha Mukund Shinde, (xv) Shilpa Anil Ghule, (xvi) Jaydeep Shivaji More, (xvii) Yash Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xviii) Shradhha Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xix) Siddheshwar Shivaji More, (xx) Pooja Chandrakant Jagtap, (xxi) Durga Ramesh Autade, (xxii) Sambhaji Rambhau More, (xxiii) Ramesh Sambhaji More, (xxiv) Vaishali Balasaheb Kalbhor, (xxv) Asha Sunil Ghavate, (xxvi) Sneha Ganesh Khandave, (xxvii) Mandakini Ramdas Ghule, and (xxviii) Kausalyabai Laxman Bhadale granted and assigned development rights along with possession for Larger Land 18 unto Manjri, in the manner contained therein.

(f) By and under a Supplementary Agreement around July 2007, Manjri through its constituted attorney Chaitanya Chunduri granted a right of temporary occupation of house admeasuring 167.93 square meters standing on land admeasuring 1.09 Ares out of Larger Land 18 to (i) Gajrabai Rambhau More, (ii) Machindra Baban More, (iii) Rohit Machindra More (minor) (through his natural guardian Machindra Baban More), (iv) Amit Machindra More (minor) (through his natural guardian Machindra Baban More), (v) Nandkumar Baban More, (vi) Suraj Nandkumar More (minor) (through his natural guardian Nandkumar Baban More), (vii) Supriya Nandkumar More (minor)



(through his natural guardian Nandkumar Baban More), (viii) Shaila Uttam Kalbhor, (ix) Babasaheb Rambhau More, (x) Pradeep Babasaheb More, (xi) Omkar Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xii) Gayatri Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xiii) Seema Narayan Kunjir, (xiv) Manisha Mukund Shinde, (xv) Shilpa Anil Ghule, (xvi) Jaydeep Shivaji More, (xvii) Yash Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xviii) Shradhha Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xix) Siddheshwar Shivaji More, (xx) Pooja Chandrakant Jagtap, (xxi) Durga Ramesh Autade, (xxii) Sambhaji Rambhau More, (xxiii) Ramesh Sambhaji More, (xxiv) Vaishali Balasaheb Kalbhor, (xxv) Asha Sunil Ghavate, (xxvi) Sneha Ganesh Khandave, (xxvii) Nandakini Ramdas Ghule, and (xxviii) Kausalyabai Laxman Bhadale in the manner contained therein. Further, Manjri accepted to allot 2 Ares to Machindra Baban More and Nandkumar Baban More and 2 Ares to Babasaheb Rambhau More near the vicinity of the project of Manjri in a location that will be decided solely by Manjri.

(g) By and under a Deed of Assignment of Development Rights dated 31st March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4205/2009, Manjri granted and assigned development rights along with possession of Larger Land 18 in favour of Malnad Projects in the manner contained therein. Further, (i) Gajrabai Rambhau More, (ii) Machindra Baban More, (iii) Rohit Machindra More (minor) (through his natural guardian Machindra Baban More), (iv) Amit Machindra More (minor) (through his natural guardian Machindra Baban More), (v) Nandkumar Baban More, (vi) Suraj Nandkumar More (minor) (through his natural guardian Nandkumar Baban More), (vii) Supriya Nandkumar More (minor) (through his natural guardian Nandkumar Baban More), (viii) Shaila Uttam Kalbhor, (ix) Babasaheb Rambhau More, (x) Pradeep Babasaheb More, (xi) Omkar Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xii) Gayatri Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xiii) Seema Narayan Kunjir, (xiv) Manisha Mukund Shinde, (xv) Shilpa Anil Ghule, (xvi) Jaydeep Shivaji More, (xvii) Yash Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xviii) Shradhha Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xix) Siddheshwar Shivaji More, (xx) Pooja Chandrakant Jagtap, (xxi) Durga Ramesh Autade, (xxii) Sambhaji Rambhau More, (xxiii) Ramesh Sambhaji More, (xxiv) Vaishali Balasaheb Kalbhor, (xxv) Asha Sunil Ghavate, (xxvi) Sneha Ganesh Khandave, (xxvii) Nandakini Ramdas Ghule, and (xxviii) Kausalyabai Laxman Bhadale More, consented to the aforesaid transaction of assignment of development rights with respect to inter alia Larger Land 18 in favor of Malnad Projects on terms and conditions more particularly described therein.

(h) By and under a Supplemental Agreement dated 16th February, 2010 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/1718/2010, Manjri allotted an area admeasuring 10 Ares out of Land 18 to (i) Machindra Baban More, (ii) Nandkumar Baban More, (iii) Babasaheb Rambhau More, (iv) Jaydeep Shivaji More, (v) Siddheshwar Shivaji More, (vi) Sambhaji Rambhau More, and (vii) Ramesh Sambhaji More for residential purpose, in the manner stated therein. It appears that (i) Durga Ramesh Autade, (ii) Pooja Chandrakant Jagtap, (iii) Rukmini Shivaji More (iv) Dwarkabai Baban More, (v) Shaila Uttam Kalbhor, (vi) Mandakini Ramdas Ghule, (vii) Kausalya Laxman Bhadale and (viii) Gajrabai Rambhau More were not made parties to the aforesaid Supplemental Agreement and the Sale Deed dated 31st December, 2020 referred to below.

(i) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/11642/2020, (i) Gajrabai Rambhau More, (ii) Machindra Baban More, (iii) Rohit Machindra More (minor) (through his natural guardian Machindra Baban More), (iv) Amit Machindra More (minor) (through his natural guardian Machindra Baban More), (v) Nandkumar Baban More, (vi) Suraj Nandkumar More (minor) (through his natural guardian Nandkumar Baban More), (vii) Supriya Nandkumar More (minor) (through his natural guardian Nandkumar Baban More), (viii) Shaila Uttam Kalbhor, (ix) Babasaheb Rambhau More, (x) Pradeep Babasaheb More, (xi) Omkar Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xii) Gayatri Pradeep More (minor) (through his natural guardian Pradeep Babasaheb More), (xiii) Seema Narayan Kunjir, (xiv) Manisha Mukund Shinde, (xv) Shilpa Anil Ghule, (xvi) Jaydeep Shivaji More, (xvii) Yash Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xviii) Shradhha Jaydeep More (minor) (through its natural guardian Jaydeep Shivaji More), (xix) Siddheshwar Shivaji More, (xx) Pooja Chandrakant Jagtap, (xxi) Durga Ramesh Autade, (xxii) Sambhaji Rambhau More, (xxiii) Ramesh Sambhaji More, (xxiv) Vaishali Balasaheb Kalbhor, (xxv) Asha Sunil Ghavate, (xxvi) Sneha Ganesh Khandave, (xxvii) Mandakini Ramdas Ghule, and (xxviii) Kausalyabai Ramdas Bhadale all through their constituted attorney Manjri through its authorized signatory Gaganjeet Singh with the consent of Manjri sold, transferred and conveyed an area admeasuring 20 Ares out of Larger Land 18 ("Land 18") in favor of Malnad Projects (through its representative Vinod Bansode) in the manner provided therein. The same has been recorded in the revenue records vide Mutation Entry No. 35721 dated 8th October, 2021. We observe that the name of Kausalya Laxman Bhadale is erroneously recorded as Kausalyabai Ramdas Bhadale in the aforesaid Sale Deed. For the purpose of this report, we have assumed that the same is a typographical error and they are referring to the same person. Further, two legal heirs of Rambhau Shankar More, viz., Rukmini Shivaji More and Dwarkabai Baban More, were not joined as parties. We have been informed that neither Rukmini Shivaji More nor Dwarkabai Baban More nor anyone claiming through them or either of them has/have asserted their claims till date nor is there any pending litigation filed by them or any of them or anyone claiming through them or any of them

(j) Thus, it appears that the ownership rights of Land 18 admeasuring 20 Ares vested in Malnad Projects.

17. In respect of Land 19 (Survey No. 46/7/2):

(a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Sambhaji Rambhau More was the owner of land bearing Survey No. 46/7/2 admeasuring 90 Ares ("Land 19"). The other rights column of the said 7/12 extract reflects a charge of Canara Bank for INR 6,250/- (Rupees Six Thousand Two Hundred and Fifty only) created on 18th August, 1969.

(b) On perusal of Mutation Entry No. 16586 dated 30th August, 1999, it appears that Sambhaji Rambhau More created a charge on Land 19 in favour of Sai Baba V.K.S. Society Limited for securing an amount of INR 1,50,000/- (Rupees One Lakh Fifty Thousand only) and accordingly, the name of Sai Baba V.K.S. Society Limited was recorded in the other rights column of the 7/12 extract of Land 19. Further, on perusal of Mutation Entry No. 18719 dated 19th June, 2003, it appears that Sambhaji Rambhau More repaid the aforesaid loan and therefore, the name of Sai Baba V.K.S. Society Limited was deleted from the other rights column of the 7/12 extract of Land 19.



- (c) On perusal of Mutation Entry No. 18718 dated 19th June, 2003, it appears that Sambhaji Rambhau More repaid the loan of Canara Bank and therefore, the charge of Canara Bank was deleted from the other rights column of the 7/12 extract of Land 19.
- (d) By and under a Sale Deed dated 26th June, 2003 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/2819/2003, Sambhaji Rambhau More sold, transferred and conveyed an area admeasuring 20 Ares out of Land 19 in favour of Abhijeet Shivaji Ghule on terms and conditions recorded therein. The same has been recorded in the revenue records vide Mutation Entry No. 18739 dated 4th July, 2003.
- (e) On perusal of Mutation Entry No. 19307 dated 26th October, 2004, it appears that Sambhaji Rambhau More created a charge on Land 19 in favour of Sai Baba V.K.S. Society Limited for securing an amount of INR 1,00,000/- (Rupees One Lakh only) and accordingly, the name of Sai Baba V.K.S. Society Limited was recorded in other rights column of the 7/12 extract of Land 19. Further, on perusal of Mutation Entry No. 22575 dated 8th December, 2008, it appears that Sambhaji Rambhau More repaid the aforesaid loan and therefore, the name of Sai Baba V.K.S. Society Limited was deleted in other rights column of the 7/12 extract of Land 19.
- (f) On perusal of Mutation Entry No. 19769 dated 28th September, 2005, it appears that the same does not pertain to Land 19.
- (g) By and under a Development Agreement dated 27th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8471/2006, (i) Sambhaji Rambhau More, (ii) Pushpa Sambhaji More and (iii) Ramesh Sambhaji More granted and assigned development rights along with possession for area admeasuring 70 Ares out of Land 19 in favor of Manjri in the manner contained therein. Further, (i) Vaishali Baburao Kalbhor, (ii) Asha Sunil Ghavate, (iii) Sneha Ganesh Khandva, (iv) Mandakini Ramdas Ghule and (v) Kauslyabai Laxman Bhadale confirmed, and M/s. Rajiv Ghule and Associates consented to the aforesaid transaction of grant of development rights in favor of Manjri, on terms and conditions more particularly described therein.
- (h) By and under an Irrevocable Power of Attorney dated 27th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8472/2006, (i) Sambhaji Rambhau More, (ii) Pushpa Sambhaji More and (iii) Ramesh Sambhaji More conferred various powers in favor of Manjri in the manner provided therein.
- (i) By and under a Development Agreement dated 27th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8473/2006, Abhijeet Shivaji Ghule granted and assigned development rights along with possession for area admeasuring 20 Ares out of Land 19 in favor of Manjri in the manner contained therein. Further, (i) Sambhaji Rambhau More, (ii) Pushpa Sambhaji More and (iii) Ramesh Sambhaji, (iv) Vaishali Baburao Kalbhor, (v) Asha Sunil Ghavate, (vi) Sneha Ganesh Khandva, (vii) Mandakini Ramdas Ghule and (viii) Kauslyabai Lashman Bhadale confirmed and Rajiv Ghule and Associates consented to the aforesaid transaction of grant of development rights with respect to Land 19 in favor of Manjri, on terms and conditions more particularly described therein.

- (j) By and under an Irrevocable Power of Attorney dated 27th October, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/8474/2006, Abhijeet Shivaji Dhule conferred various powers in favor of Manjri in the manner provided therein.
- (k) By and under a Deed of Assignment of Development Rights dated 6th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-15/4792/2007, Manjri along with the consent of (i) Sambhaji Rambhau More, (ii) Pushpa Sambhaji More and (iii) Ramesh Sambhaji More granted and assigned development rights along with possession over area admeasuring 20 Ares out of the total area of Land 19 unto Malnad Projects, in the manner contained therein.
- (l) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1260/2021, Abhijeet Shivaji Ghule (through his constituted attorney Manjri through its authorized signatory Gaganjeet Singh) with the consent of Manjri sold, transferred and conveyed an area admeasuring 20 Ares out of Land 19 in favour of Malnad Projects (through its authorized signatory Vinod Ashok Bansod) on terms and conditions more particularly therein. The same was recorded in the revenue records vide Mutation Entry No. 34537 dated 29th January, 2021.
- (m) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3240/2021, (i) Sambhaji Rambhau More, (ii) Pushpa Sambhaji More, (iii) Ramesh Sambhaji (through their constituted attorney Manjri through its authorized signatory Suresh Chandra Bhandari) with the consent of Manjri sold, transferred and conveyed an area admeasuring 70 Ares out of Land 19 in favour of Malnad Projects (through its authorized signatory Vinod Ashok Bansode) on terms and conditions recorded therein. The same was recorded in the revenue records vide Mutation Entry No. 35814 dated 3rd November, 2021.
- (n) Thus, it appears that the ownership rights of Land 19 admeasuring 90 Ares vested in Malnad Projects.

18. In respect of Land 20 (Survey No. 47/1):

- (a) It appears that around the year 1976, a) Vinay Balasaheb Ghule, (ii) Deepali Balasaheb Ghule and (iii) Shobhna Balasaheb Ghule were the owners of land bearing Survey No. 47/1 admeasuring 1 Hectare and 10 Ares ("Larger Land 20").
- (b) On perusal of Mutation Entry No. 16490 dated 24th May, 1999, it appears that Vinay Balasaheb Ghule created a charge on Larger Land 20 by availed a loan of Rs. 3,00,000/- (Rupees Three Lakh only) from Saibaba Multipurpose Co-operative Society Limited and accordingly, the name of Saibaba Multipurpose Co-operative Society Limited was recorded in the other rights column of the village form 7/12 extract pertaining to Larger Land 20a.
- (c) On perusal of Mutation Entry No. 21105 dated 23rd May, 2007, it appears that Deepali Balasaheb Ghule changed her name to Deepali Vijay Bhadale.
- (d) By and under a notarized Memorandum of Understanding dated 11th June, 2014 (i) Malnad Projects through its Director Kamal Sagar, (ii) Vinay Balasaheb Ghule and (iii) Ramamurthy M.S. have agreed to (i) execute a Sale Deed wherein Malnad Projects on



behalf of Sanjay Sambhaji Ghule would transfer all his rights, title and interest in area admeasuring 82 Ares out of land bearing Survey Nos. 89B/1A and 89B/1C unto Ramamurthy M.S., (ii) execute a Deed of Exchange wherein Vinay Balasaheb Ghule will transfer area admeasuring 82 Ares out of 110 Ares of Land 20 unto Ramamurthy M.S. in exchange of area admeasuring 82 Ares out of land bearing Survey Nos. 89B/1A and 89B/1B and (iii) execute a Development Agreement wherein Ramamurthy M.S. will grant development rights along with possession over area admeasuring 82 Ares out of Larger Land 20 unto Malnad Projects.

- (e) By and under a Deed of Exchange dated 11th June, 2014 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3719 of 2014, Vinay Balasaheb Ghule assigned, allotted and transferred all his rights, title and interest over area admeasuring 82 Ares out of the total area of Larger Land 20 ("Land 20") unto Ramamurthy M.S. in exchange for all rights, title and interest over area admeasuring 82 Ares of the land bearing Survey Nos. 89B/1A and 89B/1B, in the manner provided therein. Malnad Projects consented to the aforesaid transaction of assignment, allotment and transfer of Land 20 unto Ramamurthy M.S., in the manner contained therein. Though Dipali Vijay Bhadale and Shobhana Balasaheb Ghule were not joined as parties to the aforesaid Deed of Exchange, they have executed a Deed of Partition dated 30th July, 2018 referred to below. By and under a Development Agreement dated 11th June, 2014 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3723 of 2014, Ramamurthy M.S. granted and assigned development rights along with possession of Land 20 unto Malnad Projects, through its authorized signatory Ravikumar Gorrepati in the manner contained therein.
- (f) By and under an Irrevocable Power of Attorney dated 11th June, 2014 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3725 of 2014, Ramamurthy M.S. in furtherance of the Development Agreement dated 11th June, 2014 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3723 of 2014, conferred various powers on Malnad Projects in the manner provided therein.
- (g) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Larger Land 20.
- (h) By and under a Partition Deed dated 30th July, 2018 registered with the office of Sub-Registrar of Assurances under Serial No. 10348, a portion of land admeasuring 28 Ares out of Larger Land 20 came to the share of Vinay Balasaheb Ghule. The same has been recorded in the revenue records vide Mutation Entry No. 31434 dated 25th September, 2018. The reference of the same has been derived from Mutation Entry No. 31434 dated 25th September, 2018.
- (i) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/3309 of 2021, Ramamurthy M.S. through his constituted attorney Malnad Projects sold, transferred and conveyed Land 20 unto Malnad Projects. The aforesaid sale has been recorded in the revenue records vide Mutation Entry No. 35817 dated 3rd November, 2021.
- (j) On perusal of the other rights column in the 7/12 extract for Larger Land 20, it appears that Vinay Balasaheb Ghule created a charge in favor of Saibaba Multipurpose Co-operative Society Limited on his undivided share of Larger Land 20 for securing an amount of INR 15,00,000/- (Rupees Fifteen Lakh only). Thus, the name of Saibaba



Multipurpose Co-operative Society Limited appears in the other rights column of the 7/12 extract.

(k) Thus, it appears that the ownership rights of Land 20 admeasuring 82 Ares vested in Malnad Projects and the latest 7/12 extract reflects the charge of Sai Baba V.K.S. Society Limited of Rs. 15,00,000/- (Rupees Fifteen Lakh only).

19. In respect of Land 21 (Survey No. 47/2B/1A)

(a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Ramdas Dnyanoba Ghule was the owner of land admeasuring 13 Ares bearing Survey No. 47/2B/1A ("Land 21").

(b) By and under a Partition Deed dated 19th February, 1992 registered with the office of Sub-Registrar of Assurances at Haveli No. 3 under Serial No. 922 of 1992, (i) Sambhaji Dnyanoba Ghule, (ii) Ramdas Dnyanoba Ghule, (iii) Chandrakant Dnyanoba Ghule and (iv) Yamunabai Dnyanoba Ghule, transferred and partitioned various land parcels the Land, in the manner contained therein and accordingly, Land 21 came to the share of Ramdas Dnyanoba Ghule. The aforesaid partition was recorded in the revenue records vide Mutation Entry No. 14108 dated 12th May, 1992. The copy of the aforesaid Partition Deed dated 19th February, 1992 registered with the office of Sub-Registrar of Assurances at Haveli No. 3 under Serial No. 922 of 1992 provided to us is incomplete as it does not have the registration certificate affixed by the registering officer. We have been informed by MPIPL that the complete copy of the aforesaid Partition Deed dated 19th February, 1992 is not available with the relevant authorities.

(c) On perusal of Mutation Entry No. 14274 dated 28th August, 1993, it appears that Ramdas Dnyanoba Ghule availed a loan of Rs. 2,00,000/- from Shree Saibaba V.K.S. Society Limited and created a charge on Land 21 and accordingly, the charge of Saibaba V.K.S. Society Limited was recorded in the other rights column of the 7/12 extract pertaining to Land 21. Further, on perusal of Mutation Entry No. 27047 dated 8th September, 2012, it appears that the aforesaid loan was repaid and therefore, the name of Saibaba V.K.S. Society Limited was deleted from the other rights column of 7/12 extract of Land 21.

(d) By an Agreement to Sell dated 12th April, 1999, Ramdas Dnyanoba Ghule and Nanda Ramdas Ghule agreed to sell, transfer and convey Land 21 unto Kanhaiyalal Jivraj Palesha, in the manner contained therein. The reference of the Agreement to Sell dated 12th April, 1999 has been derived from the Development Agreement dated 2nd April, 2007 referred to below. We have been informed by MPIPL that the copy of the aforesaid Agreement to Sell dated 12th April, 1999 is not available with the relevant authority.

(e) By and under a Development Agreement dated 2nd April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-6 under Serial No. Haveli-6/2561 of 2007, (i) Ramdas Dnyanoba Ghule, (ii) Mandakini Ramdas Ghule, (iii) Vinayak Ramdas Ghule, (iv) Shreya Vinayak Ghule (minor through her natural guardian Vinayak Ramdas Ghule), (v) Kalyani Kailas Aatkire, (vi) Rohini Rajan Jadhav, (vii) Deepali Arjun Galande, (viii) Madhavi Baban Shevale with the confirmation of Kanhaiyalal Jivraj Palesha and Shubhangi Vinayak Ghule and consent of M/s. Rajiv Ghule and Associates granted development rights in respect of Land 21 unto Manjri, in the manner contained therein.



- (f) Simultaneously with the execution of the aforementioned Development Agreement dated 2nd April, 2007, (i) Ramdas Dnyanoba Ghule, (ii) Mandakini Ramdas Ghule, (iii) Vinayak Ramdas Ghule, (iv) Shreya Vinayak Ghule (minor, 1 year), through her natural guardian Vinayak Ramdas Ghule, (v) Kalyani Kailas Aatkire, (vi) Rohini Rajan Jadhav, (vii) Deepali Arjun Galande, (viii) Madhavi Baban Shevale executed an Irrevocable Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli-6, Pune under Serial No. Haveli-6/2562 of 2007 conferred various powers on Manjri in the manner provided therein.
- (g) By and under a Release Deed dated 18th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3357 of 2007, Saraswati Dnyanoba Kumbharkar released all her 1/3rd share, right, title and interest in area admeasuring 13 Ares out of Land 21 in favor of Ramdas Dnyanoba Ghule for consideration and in the manner mentioned therein. It is observed that Saraswati Dnyanoba Kumbharkar is the legal heir of Dnyanoba Shankar Ghule who was previous owner of Land 21. However, we note that Saraswati Dnyanoba Kumbharkar does not have rights in Land 21 and hence, she could not have released the rights in Land 21.
- (h) By and under a Release Deed dated 18th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3358 of 2007 read with Deed of Correction dated 26th April 2011 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-10/11054 of 2011, Shailaja Namdev Pawar released all her 1/5th share, right, title and interest in Land 21 in favour of Ramdas Dnyanoba Ghule without accepting any consideration for the same and on the terms and conditions mentioned therein.
- (i) By and under a Deed of Assignment of Development Rights dated 27th July, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-15 under Serial No. HVL-15/8101 of 2007, Manjri with the consent of (i) Ramdas Dnyanoba Ghule, (ii) Mandakini Ramdas Ghule, (iii) Vinayak Ramdas Ghule, (iv) Shreya Vinayak Ghule (minor, 1 year), through her natural guardian Vinayak Ramdas Ghule, (v) Kalyani Kailas Aatkire, (vi) Rohini Rajan Jadhav, (vii) Deepali Arjun Galande, (viii) Madhavi Baban Shevale irrevocably granted, allotted, transferred and assigned unto Malnad Projects the exclusive and absolute development rights to develop Land 21, in the manner contained therein.
- (j) Simultaneously with the execution of the aforementioned Deed of Assignment of Development Rights, (i) Ramdas Dnyanoba Ghule, (ii) Mandakini Ramdas Ghule, (iii) Vinayak Ramdas Ghule, (iv) Shreya Vinayak Ghule (minor- 1 year), through her natural guardian Vinayak Ramdas Ghule, (v) Kalyani Kailas Aatkire, (vi) Rohini Rajan Jadhav, (vii) Deepali Arjun Galande, and (viii) Madhavi Baban Shevale executed a Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli, Pune under Serial No. HVL-15/8102 of 2007 conferred various powers on Malnad Projects in the manner provided therein.
- (k) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Land 21.
- (l) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/1325 of 2021, (i) Ramdas Dnyanoba Ghule, (ii) Nandakini Ramdas Ghule, (iii) Vinayak Ramdas Ghule, (iv) Shreya Vinayak Ghule (minor), through her natural guardian Vinayak Ramdas



Ghule, (v) Kalyani Kailas Aatkire, (vi) Rohini Rajan Jadhav, (vii) Deepali Arjun Galande, (viii) Madhavi Baban Shevale (through their constituted power of attorney holder Manjri through its power of attorney holder Gaganjit Singh) with the consent of Manjri, sold, transferred and conveyed Land 21 along with the structures thereon unto Malnad Projects (through its constituted attorney Vinod Ashok Bansode), in the manner contained therein. The aforesaid was recorded vide Mutation Entry No. 35470 dated 13th September, 2021 in the revenue records.

(m) Thus, it appears that the ownership rights of Land 21 admeasuring 13 Ares vested in Malnad Projects.

20. In respect of Land 22 (Survey No. 47/2B/1B)

(a) On perusal of the 7/12 extract for the years 1986-1996, it appears that land admeasuring 28 Ares bearing Survey No. 47/2B/1B ("Land 22") was acquired by the Collector and Deputy Director (Land), Pune, for the purpose of rehabilitation of project affected persons.

(b) On perusal of Mutation Entry No. 13141 dated 1st November, 1988, it appears that by (i) an order dated 19th October, 1988 bearing No. Kavi/764/88 passed by Tehsildar, Haveli; and (ii) an order dated 31st December, 1987 bearing No. PA/VPP/1940/87, Land 22 was allotted on 'new tenure' basis to Dattatray Bhiva Gethale, who was affected by the Veer Baji Pasalkar Project. Accordingly, the 7/12 extract of Land 22 was updated in the name of Dattatray Bhiva Gethale and a remark of 'new tenure' was recorded therein.

(c) On perusal of Mutation Entry No. 18901 dated 22nd December, 2003, it appears that Dattatray Bhiva Gethale expired on 10th May, 1990 leaving behind him as his legal heirs, (i) Ashish Dattatray Gethale, (ii) Shakuntala Dattatray Gethale, (iii) Sachin Dnyaneshwar Gethale, (iv) Shobha Dnyaneshwar Gethale, (vi) Sharda Dnyaneshwar Gethale, (vii) Laxmibai Sakharam Ubhe, (viii) Tarabai Baburao Shinde, (ix) Madhuri Malhari Ghorpade, (x) Ratnamala Eknath Manjre, (xi) Shashikala Prakash Shinde and (xii) Sonabai Bhiva Gethale.

(d) By and under a Release Deed dated 18th November, 2004 registered in the office of Sub-Registrar, Haveli, Pune under Serial No. 7185/2004, (i) Laxmibai alias Sarubai Sakharam Ubhe, (ii) Tarabhai Baburao Shinde, (iii) Madhuri Malhari Ghorpade, (iv) Ratnaprabha Eknath Manjre, and (v) Shashikala Prakash Shinde released and transferred their respective shares inter alia in the Land 22 in favour of (i) Ashish Dattatray Gethale, (ii) Sachin Dnyaneshwar Gethale, (iii) Shobha Dnyaneshwar Gethale, (iv) Shakuntala Dattatray Gethale, and (v) Sharda Dnyaneshwar Gethale, in the manner contained therein. The aforesaid release was recorded in Mutation Entry No. 19349 dated 29th November, 2004 and accordingly, their names were updated in the revenue records.

(e) On perusal of Mutation Entry No. 19668 dated 5th July, 2005, it appears that Sonabai Bhiva Gethale died on 24th May, 2005 leaving behind her as her legal heirs, (i) Laxmibai Sakharam Ubhe, (ii) Tarabai Baburao Shinde, (iii) Madhuri Malhari Ghorpade, (iv) Ratnaprabha Eknath Manjre, (v) Shashikala Prakash Shinde, (vi) Ashish Dattatray Gethale, (ix) Sachin Dnyaneshwar Gethale, (x) Shobha Dnyaneshwar Gethale, (xi) Shakuntala Dattatray Gethale, and (xii) Sharda Dnyaneshwar Gethale. The Mutation Entry No. 19668 further records that Sonabai Bhiva Gethale had left



behind a Will dated 24th March, 2005 under which she bequeathed her share in Land 22 to Sachin Dnyaneshwar Gethale. Accordingly, the name of Sonabai Bhiva Gethale was deleted from the 7/12 extract and the name of Sachin Dnyaneshwar Gethale was retained. The reference of the Will dated 24th March 2005 has been derived from Mutation Entry No. 19668.

- (f) By and under an Agreement for Sale dated 14th June, 2006 registered with the office of Sub-Registrar of Assurances, Haveli, under Serial No. HVL-7/4228 of 2006, (i) Ashish Dattatray Gethale, (ii) Shakuntala Dattatray Gethale, (ii) Sachin Dnyaneshwar Gethale, (iv) Shobha Dnyaneshwar Gethale, and (v) Sharda Dnyaneshwar Gethale agreed to sell Land 22 to Vasantrao Damodar Galande on the terms and conditions contained therein. The vendors under the said Agreement for Sale dated 14th June, 2006 also executed a Power of Attorney dated 14th June, 2006 appointing Vasantrao Damodar Galande as their constituted attorney in respect of Land 22. The parties to the said Agreement for Sale cancelled the same along with the Power of Attorney of even date by executing a Deed of Cancellation dated 5th March, 2008 registered with the office of Sub-Registrar of Assurances, Haveli, under Serial No. HVL-6/2144 of 2008. Vasantrao Damodar Galande also executed a Declaration-cum-Indemnity dated 5th March, 2008 registered with the office of Sub-Registrar of Assurances, Haveli, under Serial No. HVL-6/2145 of 2008 in favour of the vendors under the said Agreement for Sale dated 14th June, 2006.
- (g) By an order dated 31st December, 2007 bearing No. GPA/NewTenure/SR/9/1/2007, the Collector and Deputy Director, Rehabilitation (Land), Pune directed that the remark of new tenure be deleted from the revenue records. Accordingly, the said remark was deleted from the 7/12 extract of Land 22, and the reference of the same has been recorded in the revenue records vide Mutation Entry 21782 dated 12th January, 2008.
- (h) By and under a Development Agreement dated 5th March, 2008 registered with the office of Sub-Registrar of Assurances at Haveli-6 under Serial No. HVL-6/2146 of 2008, (i) Ashish Dattatray Gethale, (ii) Shakuntala Dattatray Gethale, (ii) Sachin Dnyaneshwar Gethale, (iv) Shobha Dnyaneshwar Gethale, and (v) Sharda Dnyaneshwar Gethale with the confirmation of (i) Ramdas Dnyanoba Ghule, (ii) Nandakini Ramdas Ghule, (iii) Vinayak Ramdas Ghule, and (iv) Shreya Vinayak Ghule (minor through her natural guardian Vinayak Ramdas Ghule), (v) Shubhangi Vinayak Ghule and consent of M/s. Rajiv Ghule and Associates granted development rights in respect of Land 22 unto Manjri (through constituted attorney Chaitanya Chunduri), in the manner contained therein.
- (i) Simultaneously with the execution of the aforementioned Development Agreement dated 5th March, 2008, (i) Ashish Dattatray Gethale, (ii) Shakuntala Dattatray Gethale, (iii) Sachin Dnyaneshwar Gethale, (iv) Shobha Dnyaneshwar Gethale, (v) Sharda Dnyaneshwar Gethale, (vi) Ramdas Dnyanoba Ghule, (vii) Nandakini Ramdas Ghule (viii) Vinayak Ramdas Ghule and (ix) Shubhangi Vinayak Ghule executed a Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli-6, Pune under Serial No. Haveli-6/2147 of 2008 conferred various powers on Manjri in the manner contained therein.
- (j) By and under a Deed of Assignment of Development Rights dated 31st March, 2009 registered with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/4205 of 2009, Manjri with the consent of (i) Ashish Dattatray Gethale, (ii)



Shakuntala Dattatray Gethale, (iii) Sachin Dnyaneshwar Gethale, (iv) Shobha Dnyaneshwar Gethale, (v) Sharda Dnyaneshwar Gethale (vi) Ramdas Dnyanoba Ghule, (vii) Nandakini Ramdas Ghule, (viii) Vinayak Ramdas Ghule (ix) Shreya Vinayak Ghule, through Vinayak Ramdas Ghule, (x) Shubhangi Vinayak Ghule irrevocably granted, allotted, transferred and assigned unto Malnad Projects the exclusive and absolute development rights to develop Land 22, in the manner contained therein.

- (k) Simultaneously with the execution of the aforementioned Deed of Assignment of Development Rights, (i) Ashish Dattatray Gethale, (ii) Shakuntala Dattatray Gethale, (iii) Sachin Dnyaneshwar Gethale, (iv) Shobha Dnyaneshwar Gethale, (v) Sharda Dnyaneshwar Gethale (vi) Ramdas Dnyanoba Ghule, (vii) Nandakini Ramdas Ghule, (viii) Vinayak Ramdas Ghule (ix) Shreya Vinayak Ghule (x) Shubhangi Vinayak Ghule executed a Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli, Pune under Serial No HVL-11/4206 of 2009 conferred various powers on Malnad in the manner contained therein.
- (l) On perusal of the Mutation Entry No. 32966 dated 30th December, 2019, it appears that the occupancy class of Land 22 was erroneously recorded as occupancy class II in the computerized 7/12 extract, which was rectified by way of Mutation Entry No. 32966.
- (m) By and under a Sale Deed dated 26th December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli-17 under Serial No. HVL-17/11161 of 2020, (i) Ashish Dattatray Gethale, (ii) Shakuntala Dattatray Gethale, (iii) Sachin Dnyaneshwar Gethale, (iv) Shobha Dnyaneshwar Gethale, (v) Sharda Dnyaneshwar Gethale (vi) Ramdas Dnyanoba Ghule, (vii) Nandakini Ramdas Ghule, (viii) Vinayak Ramdas Ghule (ix) Shreya Vinayak Ghule, through her natural guardian Vinayak Ramdas Ghule, (x) Shubhangi Vinayak Ghule (through their constituted power of attorney holder Manjri through its power of attorney holder Gaganjit Singh) with the consent of Manjri, sold, transferred and conveyed Land 22 alongwith the structures thereon unto Malnad Projects (through its constituted attorney Vinod Ashok Bansode), in the manner contained therein. The aforesaid was recorded in the revenue records vide Mutation Entry No. 35477 dated 14th September, 2021.
- (n) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Land 22.
- (o) Thus, it appears that the ownership rights of Land 22 admeasuring 28 Ares vested in Malnad Projects.

21. In respect of Land 23 (Survey No. 47/2B/2):

- (a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Yamunabai Dnyanoba Ghule was the owner of land admeasuring 22 Ares bearing Survey No. 47/2B/2 ("Land 23").
- (b) By and under a Partition Deed dated 19th February, 1992 registered with the office of Sub-Registrar of Assurances at Haveli No. 3 under Serial No. 922 of 1992, (i) Sambhaji Dnyanoba Ghule, (ii) Ramdas Dnyanoba Ghule, (iii) Chandrakant Dnyanoba Ghule and (iv) Yamunabai Dnyanoba Ghule partitioned the lands including Land 23, in the manner contained therein and accordingly Land 23 came to the share of Sambhaji



Dnyanoba Ghule. The aforesaid partition was recorded in the revenue records vide Mutation Entry No. 14108 dated 12th May, 1992. The copy of the aforesaid Partition Deed dated 19th February, 1992 provided to us is incomplete as it does not have the registration certificate affixed by the registering officer. We have been informed by MPIPL that a complete copy of the aforesaid Partition Deed dated 19th February, 1992 is not available with the relevant authorities.

- (c) On perusal of Mutation Entry No. 15557 dated 17th November, 1997, it appears that Sambhaji Dnyanoba Ghule availed a loan of Rs. 2,00,000/- (Rupees Two Lakh only) from Bank of India and created a charge on Land 23 and accordingly, the name of the Bank of India was recorded in the other rights column of the village form 7/12 extracts pertaining to Land 23. Further, on perusal of Mutation Entry No. 17442 dated 4th January, 2001, it appears that Sambhaji Dnyanoba Ghule repaid the aforesaid loan and therefore, the name of Bank of India was deleted from the other rights column of the 7/12 extract of Land 23.
- (d) By and under a Partition Deed dated 13th December, 2001 registered with the office of Sub-Registrar of Assurances at Haveli No. 3 under Serial No. HVL-3/10524 of 2001, (i) Sambhaji Dnyanoba Ghule, (ii) Mandakini Sambhaji Ghule, (iii) Suresh Sambhaji Ghule, (iv) Hemlata Suresh Ghule, (v) Rajesh Sambhaji Ghule, (vi) Rajashree Rajesh Ghule with the consent of Surekha Shankar Bhadle, partitioned various land parcels including Land 23, which came to the share of Suresh Sambhaji Ghule, in the manner contained therein. The same has been recorded in the revenue records vide Mutation Entry No. 17971 dated 27th December, 2001.
- (e) On perusal of Mutation Entry No. 18000 dated 21st January, 2002, it appears that Suresh Sambhaji Ghule availed a loan of Rs. 45,000/- (Rupees Forty-Five Thousand only) from Sadhana Sahakari Bank, Hadapsar and created a charge on Land 23 and accordingly, the charge of the bank was recorded in the other rights column of the 7/12 extract pertaining to Land 23. Further, on perusal of Mutation Entry No. 17442 dated 4th January, 2001, it appears that Suresh Sambhaji Ghule repaid the aforesaid loan and therefore, the name of Sadhana Sahakari Bank, Hadapsar was deleted from the other rights column of the 7/12 extract of Land 23.
- (f) By and under a Memorandum of Understanding dated 25th January, 2006, (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule (minor) through his natural guardian Suresh Sambhaji Ghule, (iii) Shruti Suresh Ghule (minor) through her natural guardian Suresh Sambhaji Ghule agreed to grant and assign the development rights over Land 23 in favor of M/s Rajiv Ghule and Associates or their nominees. The reference of the Memorandum of Understanding dated 25th January, 2006 has been derived from the Development Agreement dated 7th April, 2007 referred to below.
- (g) On perusal of Mutation Entry No. 20039 dated 7th February, 2006, it appears that (a) Narayan Sripati Ghule, (b) Ranjana Bhedre Ghule and (c) Dhruv Suresh Sambhaji repaid the loan of Sadhana Sahakari Bank, Hadapsar and therefore, the name of Sadhana Sahakari Bank, Hadapsar was deleted from the other rights column of the 7/12 extract of Land 23.
- (h) By and under an Agreement dated 22nd August, 2006 read with Letter of Confirmation dated 25th September 2006, Rajiv Ghule and Associates agreed to transfer and assign development rights over Land 23 in favor of Manjri in the manner contained therein.



The reference of the Agreement dated 22nd August, 2006 has been derived from the Development Agreement dated 7th April, 2007 referred to below.

- (i) By and under a Development Agreement dated 7th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-6 under Serial No. HVL-6/2703 of 2007, (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule (minor) through his natural guardian Suresh Sambhaji Ghule, (iii) Shruti Suresh Ghule (minor) through her natural guardian Suresh Sambhaji Ghule, with the confirmation of Hemlata Suresh Ghule and consent of M/s. Rajiv Ghule and Associates granted development rights in respect of Land 23 unto Manjri, in the manner contained therein.
- (j) Simultaneously with the execution of the aforementioned Development Agreement dated 7th April, 2007, (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule (minor) through his natural guardian Suresh Sambhaji Ghule, (iii) Shruti Suresh Ghule (minor) through her natural guardian Suresh Sambhaji Ghule executed a Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli, Pune under Serial No. HVL-6/2704 of 2007 conferred various powers on Manjri in the manner contained therein.
- (k) By and under a Release Deed dated 27th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3670 of 2007, Saraswati Dnyanoba Kumbharkar and Shailja Naamdev Pawar released all their share, right, title and interest in area admeasuring 22 Acres out of Land 23 in favour of Suresh Sambhaji Ghule for consideration as mentioned therein and on the terms and conditions more particularly described therein.
- (l) By and under a Deed of Assignment of Development Rights dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-15 under Serial No. HVL-15/8099 of 2007, Manjri with the consent of (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule, and (iii) Shruti Suresh Ghule irrevocably granted, allotted, transferred and assigned unto Malnad Projects the exclusive and absolute development rights to develop Land 23, in the manner contained therein.
- (m) Simultaneously with the execution of the aforementioned Deed of Assignment of Development Rights, (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule (minor through his natural guardian Suresh Sambhaji Ghule), and (iii) Shruti Suresh Ghule (minor through her natural guardian Suresh Sambhaji Ghule) executed a Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli, Pune under Serial No. HVL-15/8100 of 2007 conferred various powers on Malnad Projects in the manner contained therein.
- (n) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli No.17 under Serial No. HVL-17/1347 of 2021, (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule, and (iii) Shruti Suresh Ghule (through their constituted power of attorney holder Manjri through its power of attorney holder Gaganjit Singh) with the consent of Manjri, sold, transferred and conveyed Land 23 alongwith the structures thereon unto Malnad Projects (through its constituted attorney Vinod Ashok Bansode), in the manner contained therein. The aforesaid was recorded in the revenue records vide Mutation Entry No. 35804 dated 3rd November, 2021.

(e) Thus, it appears that the ownership rights of Land 23 admeasuring 22 Ares vested in Malnad Projects.

22. In respect of Land 24 and Land 25 (Survey Nos. 47/3A/1 and 47/3A/2):

(a) On perusal of the 7/12 extract for the years 1986-1996, it appears that (i) Chandrakant Dnyanoba Ghule was the owner of land admeasuring 41 Ares bearing Survey No. 47/3A/1 ("Land 24") and (ii) Yamunabai Dnyanoba Ghule was the owner of land admeasuring 12 Ares bearing Survey No. 47/3A/2 ("Land 25").

(b) On perusal of Mutation Entry No. 13723 and 13724 both dated 11th December, 1990, it appears that Chandrakant Dnyanoba Ghule and Yamunabai Dnyanoba Ghule availed a loan of INR 13,000/- (Rupees Thirteen Thousand only) each from Maharashtra State Co-operative Agriculture and Rural Development Bank and created a charge on Land 24 and Land 25 respectively. Accordingly, the name of Maharashtra State Co-operative Agriculture and Rural Development Bank was recorded in the holder's column of the 7/12 extracts pertaining to Land 24 and Land 25 and the names of Chandrakant Dnyanoba Ghule and Yamunabai Dnyanoba Ghule were recorded in the other rights column of the respective 7/12 extracts. Further, it appears from Mutation Entry No. 18499 dated 13th December, 2002 that the aforesaid loans were repaid and the name of Maharashtra State Co-operative Agriculture and Rural Development Bank was deleted from the 7/12 extracts with respect to Land 24 and Land 25.

(c) By and under a Partition Deed dated 19th February, 1992 registered with the office of the Sub-Registrar of Assurances at Haveli No. 3 under Serial No. 922 of 1992, (i) Sambhaji Dnyanoba Ghule, (ii) Ramdas Dnyanoba Ghule, (iii) Chandrakant Dnyanoba Ghule and (iv) Yamunabai Dnyanoba Ghule partitioned various land parcels including Land 24 and Land 25, in the manner contained therein and accordingly Land 24 and Land 25 came to the share of Sambhaji Dnyanoba Ghule. The aforesaid partition was recorded in the revenue records vide Mutation Entry No. 14108 dated 12th May, 1992 and accordingly, the name of Sambhaji Dnyanoba Ghule was recorded in the 7/12 extracts of Land 24 and Land 25. The copy of the aforesaid Partition Deed dated 19th February, 1992 registered with the office of Sub-Registrar of Assurances at Haveli No. 3 under Serial No. 922 of 1992 provided to us is incomplete as it does not have the registration certificate affixed by the registering officer. We have been informed by MPIPL that a complete copy of Partition Deed dated 19th February, 1992 is not available with the relevant authorities.

(d) By and under a Partition Deed dated 13th December, 2001 registered with the office of Sub-Registrar of Assurances at Haveli No. 3 under Serial No. HVL-3/10524 of 2003, (i) Sambhaji Dnyanoba Ghule, (ii) Mandakini Sambhaji Ghule, (iii) Suresh Sambhaji Ghule, (iv) Hemlata Suresh Ghule, (v) Rajesh Sambhaji Ghule, and (vi) Rajashree Rajesh Ghule with the consent of Surekha Shankar Bhadre, transferred and partitioned various land parcels including Land 24 and Land 25. Out of Land 24, an area of 37.5 Ares came to the share of Rajesh Sambhaji Ghule and an area of 3.5 Ares along with Land 25 came to the share of Suresh Sambhaji Ghule. Accordingly, their names were recorded in the 7/12 extracts of Land 24 and Land 25 respectively vide Mutation Entry No. 17971 dated 27th December, 2001.

(e) By and under a Sale Deed dated 19th June, 2003 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/3611 of 2003, Rajesh Sambhaji Ghule sold a portion admeasuring 25 Ares out of the area 37.5 Ares held by



him in Land 24 unto Rahul Subhash Ghule. Accordingly, the name of Rahul Subhash Ghule was recorded in the 7/12 extracts of Land 24 (for area admeasuring 25 Ares). In the 7/12 extracts of Land 24, the name of Rajesh Sambhaji Ghule was retained as an owner of 12.5 Ares. The aforesaid sale of a portion of Land 24 is recorded in the revenue records vide Mutation Entry No. 18815 dated 2nd October, 2003.

- (f) By and under a Sale Deed dated 24th February, 2003 registered with the office of Sub-Registrar of Assurances under Serial No. 892 of 2003, Suresh Sambhaji Ghule sold, transferred and conveyed Land 25 unto Rahul Subhash Ghule. The same has been recorded in the revenue records vide Mutation Entry No. 19152 dated 24th June, 2004.
- (g) By and under a Sale Deed dated 24th June, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. 892, Rajesh Sambhaji Ghule sold a portion admeasuring 12.5 Ares out of Land 24 unto Ajay Pandurang Khedekar in the manner contained therein. Accordingly, the name of Ajay Pandurang Khedekar was recorded in the 7/12 extract in place of the name of Rajesh Sambhaji Ghule for area admeasuring 12.5 Ares. The aforesaid sale is recorded in the revenue records vide Mutation Entry No. 20077. We have derived the reference of the said sale and Mutation Entry No. 20077 from the Development Agreement dated 23rd November, 2006 referred to below.
- (h) By and under a Development Agreement dated 23rd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli No. 1 under Serial No. HVL-1/9185 of 2006, Rahul Subhash Ghule with the confirmation of (i) Pragati Rahul Ghule, (ii) Satvik Rahul Ghule (minor, through his natural guardian Rahul Subhash Ghule) granted development rights in respect of (i) area admeasuring 25 Ares out of Land 24 and (ii) Land 25 unto Manjri (through its constituted attorney Chaitanya Chunduri), in the manner contained therein. The aforesaid Development Agreement was recorded in the revenue records vide Mutation Entry No. 21159 dated 22nd June, 2007.
- (i) Simultaneously with the execution of the aforementioned Development Agreement dated 23rd November, 2006, Rahul Subhash Ghule executed a Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli No. 1, Pune under Serial No. HVL-1/9186 of 2006 conferred various powers on Manjri in the manner provided therein.
- (j) By and under a Development Agreement dated 23rd November, 2006 registered with the office of Sub-Registrar of Assurances at Haveli No. 1 under Serial No. HVL-1/9187 of 2006, Ajay Pandurang Khedekar with the confirmation of (i) Sonal Ajay Khedekar, (ii) Punit Ajay Khedekar (minor, through his natural guardian Ajay Pandurang Khedekar), and (iii) Sakshi Ajay Khedekar (minor, through her natural guardian Ajay Pandurang Khedekar) granted development rights in respect of 12.5 Ares out of the total area of Land 24 unto Malnad Projects (through its constituted attorney Chaitanya Chunduri), in the manner contained therein. The aforesaid Development Agreement was recorded in the revenue records vide Mutation Entry No. 21163 dated 22nd June, 2007.
- (k) Simultaneously with the execution of the aforementioned Development Agreement dated 23rd November, 2006, Ajay Pandurang Khedekar executed a Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli No. 1, Pune under Serial No. HVL-1/9188 of 2006 conferred various powers on Malnad Projects in the manner provided therein.

- (l) By and under an Development Agreement dated 7th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli No. 6 under Serial No. Haveli-6/2703 of 2007, the aforesaid (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule (minor through his natural guardian Suresh Sambhaji Ghule) and (iii) Shruti Suresh Ghule (minor) through her natural guardian Suresh Sambhaji Ghule) with the confirmation of Hemlata Suresh Ghule and consent of M/s. Rajiv Ghule and Associates granted development rights with respect to a portion admeasuring 3.5 Ares out of Land 24 unto Manjri (through its constituted attorney Chaitanya Chunduri), in the manner and on the terms and conditions mentioned therein.
- (m) Simultaneously with the execution of the aforementioned Development Agreement dated 7th April, 2007, (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule (minor) through his natural guardian Suresh Sambhaji Ghule, (iii) Shruti Suresh Ghule (minor) through her natural guardian Suresh Sambhaji Ghule executed a Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli, Pune under Serial No. HVL-6/2704 of 2007 conferred various powers on Manjri in the manner provided therein.
- (n) By and under a Release Deed dated 27th April, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3670 of 2007, Saraswati Dnyanoba Kumbharkar and Shailja Naamdev Pawar released all their share, right, title and interest in area admeasuring 3.5 Ares out of Land 24 in favor of Suresh Sambhaji Ghule for consideration as mentioned therein.
- (o) By and under a Deed of Assignment of Development Rights dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli-15 under Serial No. HVL-15/8099 of 2007, Manjri with the consent of (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule, and (iii) Shruti Suresh Ghule irrevocably granted, allotted, transferred and assigned unto Malnad Projects the exclusive and absolute development rights to develop Land 24, in the manner contained therein.
- (p) Simultaneously with the execution of the aforementioned Deed of Assignment of Development Rights, (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule (minor) through his natural guardian Suresh Sambhaji Ghule, (iii) Shruti Suresh Ghule (minor) through her natural guardian Suresh Sambhaji Ghule executed a Power of Attorney of even date and registered with the office of Sub-Registrar of Assurances at Haveli, Pune under Serial No. HVL-15/8100 of 2007 conferred various powers on Malnad Projects in the manner provided therein.
- (q) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli No. 17 under Serial No. HVL-17/11625 of 2020, Ajay Pandurang Khedekar (through its constituted attorney Malnad Projects through its constituted attorney Gaganjit Singh) sold area admeasuring 12.5 Ares out of Land 24 unto Malnad Projects, in the manner contained therein. The aforesaid sale has been recorded vide Mutation Entry No. 35719 dated 5th October, 2021 in the revenue records.
- (r) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli No. 17 under Serial No. HVL-17/11665 of 2020, Rahul Subhash Ghule (through its constituted attorney Malnad Projects through its constituted attorney Gaganjit Singh) sold (i) area admeasuring 25 Ares out of Land 24 and (ii) Land 25 unto Malnad Projects, in the manner contained therein. The aforesaid



sale has been recorded vide Mutation Entry No. 35712 dated 5th October, 2021 in the revenue records.

- (s) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli No. 17 under Serial No. HVL-17/1347 of 2021, (i) Suresh Sambhaji Ghule, (ii) Sumit Suresh Ghule, and (iii) Shruti Suresh Ghule (all through their constituted attorney Manjri) with the confirmation of Manjri (through its constituted attorney Gaganjit Singh) sold area admeasuring 3.5 Ares out of Land 24 unto Malnad Projects, in the manner contained therein. The aforesaid was recorded vide Mutation Entry No. 35804 dated 3rd November, 2021 in the revenue records.
- (t) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Land 24 and Land 25.
- (u) Thus, it appears that the ownership rights of Land 24 admeasuring 41 Ares and Land 25 admeasuring 12 Ares vested in Malnad Projects.

23. In respect of Land 26 (Survey No. 47/3B/1):

- (a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Namdev Waman Ghule was the owner of land admeasuring 31 Ares bearing Survey No. 47/3B/1 ("Land 26"). Also, the other rights column of the said 7/12 extract of Land 26 reflects a charge of Saibaba V.K.S. Society.
- (b) On perusal of the Mutation Entry No. 14527 dated 4th September, 1995, it appears that Namdev Varman Ghule died on 8th April, 1995, leaving behind him as his legal heirs, (i) Nivrutti Namdev Ghule, (ii) Hausabai Namdev Ghule, (iii) Dattatray Namdev Ghule, (iv) Ankush Namdev Ghule and (v) Kamal Jagannath Ghule.
- (c) Though Mutation Entry Nos. 16329 and 20241 are reflected in the other rights column of the 7/12 extract of Land 26, they do not pertain to Land 26.
- (d) On perusal of the Mutation Entry No. 17651 dated 15th May, 2001, it appears that Nivrutti Namdev Ghule died on 23rd June, 2000, leaving behind him as his legal heirs, (i) Satish Nivrutti Ghule, (ii) Rohini Ramesh Kalbhor, (iii) Shubhangi Somnath Pawar, and (iv) Hirabai Nivrutti Ghule and accordingly, their names were recorded in the 7/12 extract of Land 26.
- (e) On perusal of Mutation Entry No. 17653 dated 15th May, 2001, it appears that Dattatray Namdev Ghule died on 3rd November 2000, leaving behind him as his legal heirs, (i) Suvarna Vikas Chavan, (ii) Sarika Dattatray Ghule, (iii) Smruti Dattatray Ghule, (iv) Vanita Dattatray Ghule, and (v) Vrushali Dattatray Ghule.
- (f) By and under a Memorandum of Understanding dated 24th January 2006, (i) Hausabai Namdev Ghule, (ii) Hirabai Nivrutti Ghule, (iii) Satish Nivrutti Ghule, (iv) Rohini Ramesh Kalbhor, (v) Shubhangi Somnath Ghule (Pawar), (vi) Vanita Dattatray Ghule, (vii) Suvarna Vikas Chavan, (viii) Sarika Dattatraya Ghule, (ix) Vrushali Dattatray Ghule, (x) Smruti Dattatray Ghule, (xi) Ankush Namdev Ghule, (xii) Sachin Ankush Ghule, (xiii) Snehal Ankush Ghule, and (xiv) Kamal Jagannath Khaire agreed to grant and assign the development rights over Land 26 in favor of Rajiv Ghule and Associates or their nominees. The reference of the Memorandum of Understanding dated 24th

January, 2006 has been derived from the Development Agreement dated 4th January, 2007 referred to below.

- (g) By and under a Development Agreement dated 4th January, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-7/121 of 2007, (i) Hausabai Namdev Ghule, (ii) Hirabai Nivrutti Ghule, (iii) Satish Nivrutti Ghule, (iv) Rohini Ramesh Kalbhor, (v) Shubhangi Somnath Ghule, (Pawar), (vi) Vanita Dattatray Ghule, (vii) Suvarna Vikas Chavan, (viii) Sarika Dattatraya Ghule, (ix) Vrushali Dattatray Ghule, (x) Smruti Dattatray Ghule, (xi) Ankush Namdev Ghule, (xii) Sachin Ankush Ghule, (xiii) Snehal Ankush Ghule, and (xiv) Kamal Jagannath Khaire, granted and assigned development rights along with possession over Land 26 unto Manjri, through its authorized signatory Chaitanya Chunduri in the manner contained therein. Further, Sunita Satish Ghule and Sushila Ankush Ghule confirmed and M/s. Rajiv Ghule and Associates consented to the aforesaid transaction of grant and assignment of development rights over Land 26 unto Manjri, in the manner contained therein.
- (h) By and under an Irrevocable Power of Attorney dated 4th January 2007 registered with the office of Sub-Registrar of Assurances at Haveli No. 7 under Serial No. HVL-7/122 of 2007, (i) Hausabai Namdev Ghule, (ii) Hirabai Nivrutti Ghule, (iii) Satish Nivrutti Ghule, (iv) Rohini Ramesh Kalbhor, (v) Shubhangi Somnath Ghule, (Pawar), (vi) Vanita Dattatray Ghule, (vii) Suvarna Vikas Chavan, (viii) Sarika Dattatraya Ghule, (ix) Vrushali Dattatray Ghule, (x) Smruti Dattatray Ghule, (xi) Ankush Namdev Ghule, (xii) Sachin Ankush Ghule, (xiii) Snehal Ankush Ghule, and (xiv) Kamal Jagannath Khaire, in furtherance of the Development Agreement dated 4th January 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-7/121 of 2007, conferred various powers on Manjri, in the manner provided therein.
- (i) On perusal of Mutation Entry No. 20976 dated 11th April 2007, it appears that the loans granted by Canara Bank and Saibaba V.K.S. Society Limited against Land 26 were repaid and accordingly, the respective charges were deleted from the other rights column of the 7/12 extract pertaining to Land 26.
- (j) On perusal of Mutation Entry No. 30297 dated 23rd March, 2017, it appears that the same does not pertain to Land 26.
- (k) On perusal of Mutation Entry No. 30514 dated 28th July, 2017, it appears that a new Mutation Entry No. 20976 was added in the 7/12 extract of Land 26.
- (l) By and under a Sale Deed dated 31st December, 2020 registered with the office of the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1297 of 2021, (i) Hausabai Namdev Ghule, (ii) Hirabai Nivrutti Ghule, (iii) Satish Nivrutti Ghule, (iv) Rohini Ramesh Kalbhor, (v) Shubhangi Somnath Pawar, (Ghule), (vi) Vanita Dattatray Ghule, (vii) Suvarna Vikas Chavan, (viii) Sarika Dattatraya Ghule, (ix) Vrushali Dattatray Ghule, (x) Smruti Dattatray Ghule, (xi) Ankush Namdev Ghule, (xii) Sachin Ankush Ghule, (xiii) Snehal Ankush Ghule, and (xiv) Kamal Jagannath Khaire, through their constituted attorney Manjri, sold, transferred and conveyed Land 26 unto Malnad Projects, in the manner contained therein. Further, Manjri (through its constituted attorney Gaganjit Singh) joined as a consenting party to the aforesaid Sale Deed executed in favor of Malnad Projects. The aforesaid sale was recorded in the revenue records vide Mutation Entry No. 35799 dated 3rd November, 2021.

(m) Thus, it appears that the ownership rights of Land 26 admeasuring 31 Ares vested in Malnad Projects.

24. In respect of Survey No.47/3B/2 admeasuring 20 Ares ("Land 27")

(a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Krishna Narayan Ghule was the owner of land admeasuring 20 Ares bearing Survey No. 47/3B/2 ("Land 27").

(b) On perusal of the Mutation Entry No. 13713 dated 5th December, 1990, it appears that Krishna Narayan Ghule expired on 29th November, 1990 leaving behind his brother, Harilal Narayan Ghule, as his legal heir and accordingly, his name was recorded in the 7/12 extract of Land 27.

(c) On perusal of Mutation Entry No. 13913 dated 30th July, 1991, it appears that Harilal Narayan Ghule created a charge in favor of Saibaba V.K.S. Society Limited on Land 27 for securing an amount of INR 1,00,000/- (Rupees One Lakh only) and accordingly, the charge of Saibaba V.K.S. Society Limited appears in the other rights column of the 7/12 extract in respect of Land 27. Further, on perusal of Mutation Entry No. 14731 dated 19th March, 1996, it appears that the aforesaid loan was repaid and accordingly the charge of Saibaba V.K.S. Society Limited was deleted from the other rights column of the 7/12 extract of Land 27.

(d) By and under a Sale Deed dated 30th May, 1995 registered with the office of the office of Sub-Registrar of Assurances, Haveli, under Serial No. HVL-3/4318 of 1995, Harilal Narayan Ghule sold Land 27 unto Appasaheb Rajaram Girme, in the manner contained therein. Pursuant to the name of Appasaheb Rajaram Girme was recorded in the 7/12 extract of Land 27. The same has been recorded in the revenue records vide Mutation Entry No. 14526 dated 4th July, 1995. We have been informed by MPIPL that a copy of Sale Deed dated 30th May, 1995 bearing Serial No. 4318 is not available with the relevant authorities.

(e) By and under a Development Agreement dated 30th March, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-1/2474 of 2007, Appasaheb Rajaram Girme, granted and assigned development rights along with possession of Land 27 unto Malnad Projects (through its authorized signatory Venkatasappa Srinivas Harish), in the manner contained therein. Further, Hirabai Appasaheb Girme and Rahul Appasaheb Girme have consented and M/s. Rajiv Ghule and Associates confirmed the aforesaid transaction of grant and assignment of development rights over Land 27 unto Malnad Projects, in the manner contained therein. The aforesaid Development Agreement dated 30th March, 2007 was recorded in the revenue records vide Mutation Entry No. 21295 dated 19th July, 2007.

(f) By and under an Irrevocable Power of Attorney dated 30th March 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-1/2475 of 2007, Appasaheb Rajaram Girme conferred various powers on Malnad Projects, in the manner provided therein.

(g) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Land 27.



- (b) By and under Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/2383 of 2021, Appasaheb Rajaram Girme, through his constituted attorney Malnad Projects, sold Land 27 unto Malnad Projects (through Vinod Ashok Bansode), in the manner contained therein. The aforesaid sale was recorded in the revenue records vide Mutation Entry No. 35819 dated 3rd November, 2021.
- (i) Thus, it appears that the ownership rights of Land 27 admeasuring 20 Ares vested in Malnad Projects.

25. In respect of Land 28 (Survey No. 47/4A admeasuring 104.50 Ares out of 117 Ares)

- (a) On perusal of the 7/12 extract for the years 1986-1996, it appears that Tukaram Shankar Gaikwad was the owner of land admeasuring 1 Hectare 17 Ares bearing Survey No. 47/4A ("Larger Land 28").
- (b) On perusal of Mutation Entry No. 12741 dated 13th October, 1986, it appears that Tukaram Shankar Gaikwad expired on 9th July, 1986 leaving behind him, (i) Dagdubai Tukaram Gaikwad, (ii) Pandurang Tukaram Gaikwad, (iii) Dattatray Tukaram Gaikwad, (iv) Chandrabhaga Bhagwan More, (v) Gangubai Bhivaji Ghule and (vi) Lakshmi Dnyanoba Ghule as his legal heirs. Mutation Entry No. 12741 also records that the legal heirs mentioned at Serial No. (i) and (iv) to (vi) released their rights in favour of Pandurang Tukaram Gaikwad and Dattatray Tukaram Gaikwad. Accordingly, the names of Pandurang Tukaram Gaikwad and Dattatray Tukaram were recorded in the 7/12 extract of Larger Land 28.
- (c) On perusal of Mutation Entry No. 16460 dated 19th April, 1999, it appears that Dattatray Tukaram Gaikwad availed a loan of Rs. 10,000/- (Rupees Ten Thousand only) from Allahabad Bank and created a charge on Larger Land 28 and accordingly, a charge of Allahabad Bank was recorded in the other rights column of the village form 7/12 extract pertaining to Larger Land 28.
- (d) On perusal of Mutation Entry No. 16552 dated 5th July, 1999, it appears that the aforesaid Dattatray Tukaram Gaikwad availed a loan of Rs. 5,00,000/- (Rupees Five Lakhs only) from Saibaba V.K.S. Society Limited and created a charge on Larger Land 28 and accordingly, a charge of Saibaba V.K.S. Society Limited was recorded in the other rights column of the village form 7/12 extract pertaining to Larger Land 28.
- (e) On perusal of Mutation Entry No. 16553 dated 5th July, 1999 that the aforesaid Pandurang Tukaram Ghule availed a loan of Rs. 5,00,000/- (Rupees Five Lakhs only) from Saibaba V.K.S. Society Limited and created a charge on half share of Land 28 and accordingly, a charge of Saibaba V.K.S. Society Limited was recorded in the other rights column of the 7/12 extract of Larger Land 28.
- (f) By and under a Sale Deed dated 19th December, 2000 registered with the office of the office of Sub-Registrar of Assurances at Haveli under Serial No. 8775 of 2000, Dattatray Tukaram Gaikwad sold, transferred and conveyed a portion admeasuring 1 Are out of his undivided share in Larger Land 28 to Rohidas Shivram Dudhal, in the manner contained therein. The aforesaid sale has been recorded in the revenue records vide Mutation Entry No. 23106 dated 11th September, 2009. We have been informed by MPIPL that a copy of the Sale Deed dated 19th December, 2000 bearing Serial No. 8775 of 2000 is not available with the relevant authorities.



(g) On perusal of Mutation Entry No. 19370 dated 22nd December, 2004, it appears that the aforesaid Dattatray Tukaram Ghule availed a loan of Rs. 5,00,000/- (Rupees Five Lakh only) from Saibaba V.K.S. Society Limited and created a charge on Larger Land 28. Accordingly, a charge was recorded in the other rights column of the village form 7/12 extract pertaining to Larger Land 28.

(h) On perusal of Mutation Entry No. 20929 dated 20th March, 2007, it appears that the aforesaid loans borrowed from Saibaba V.K.S. Society Limited were repaid and accordingly, the charges of Saibaba V.K.S. Society Limited were deleted from the 7/12 extract of Larger Land 28.

(i) By and under a Development Agreement dated 2nd January, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-3/43 of 2007, (i) Pandurang Tukaram Gaikwad, (ii) Dattatray Tukaram Gaikwad, (iii) Vijay Pandurang Gaikwad, (iv) Shaunk Vijay Gaikwad (minor, 2 years) through natural guardian Vijay Pandurang Gaikwad, (v) Rajendra alias Damodar Pandurang Gaikwad, (vi) Ajit Rajendra alias Damodar Gaikwad (minor, 3 years) through natural guardian Rajendra Pandurang Gaikwad, (vii) Mandakini Gulab Aatkire, (viii) Sanjay Dattatray Gaikwad, (ix) Shreyas Sanjay Gaikwad (minor, 3 years) through natural guardian Sanjay Dattatray Gaikwad, (x) Sharvari Sanjay Gaikwad (minor, 2 years) through natural guardian Sanjay Dattatray Gaikwad, (xi) Rahul Dattatray Gaikwad, (xii) Kunda alias Baby Datta Kamthe, (xiii) Madhavi Mahendra Zambre with the confirmation of (i) Ratnabai Pandurang Gaikwad, (ii) Ranjana Dattatray Gaikwad, (iii) Archana Vijay Gaikwad, (iv) Manda Sanjay Gaikwad, (v) Jayshree Rajendra alias Damodar Gaikwad and (vi) Vidya Rahul Gaikwad and consent of M/s. Rajiv Ghule and Associates granted development rights interalia, in respect of Larger Land 28 unto Manjri through its attorney Chaitanya Chundari, in the manner contained therein.

(j) By and under an Irrevocable Power of Attorney dated 2nd January, 2007 registered with the office of Sub-Registrar of Assurances at Haveli No. 3 under Serial No. HVL-3/44 of 2007, (i) Pandurang Tukaram Gaikwad, (ii) Dattatray Tukaram Gaikwad, (iii) Vijay Pandurang Gaikwad, (iv) Shaunk Vijay Gaikwad (through natural guardian Vijay Pandurang Gaikwad), (v) Rajendra alias Damodar Pandurang Gaikwad, (vi) Ajit Rajendra alias Damodar Gaikwad (through natural guardian Rajendra Pandurang Gaikwad), (vii) Mandakini Gulab Aatkire, (viii) Sanjay Dattatray Gaikwad, (ix) Shreyas Sanjay Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (x) Sharvari Sanjay Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (xi) Rahul Dattatray Gaikwad, (xii) Kunda alias Baby Datta Kamthe, and (xiii) Madhavi Mahendra Zambre conferred various powers on Manjri in the manner provided therein.

(k) By and under a notarized Supplemental Agreement dated 2nd January, 2006, Manjri, granted (i) Pandurang Tukaram Gaikwad, (ii) Dattatray Tukaram Gaikwad, (iii) Vijay Pandurang Gaikwad, (iv) Shaunk Vijay Gaikwad (through natural guardian Vijay Pandurang Gaikwad), (v) Rajendra alias Damodar Pandurang Gaikwad, (vi) Ajit Rajendra alias Damodar Gaikwad (through natural guardian Rajendra Pandurang Gaikwad), (vii) Mandakini Gulab Aatkire, (viii) Sanjay Dattatray Gaikwad, (ix) Shreyas Sanjay Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (x) Sharvari Sanjay Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (xi) Rahul Dattatray Gaikwad, (xii) Kunda alias Baby Datta Kamthe, (xiii) Madhavi Mahendra Zambre, the right to use and occupy the house standing on land admeasuring 700 square meters forming a part of Larger Land 28 and agreed to allot an area in the



project to be constructed by Manjri or adjacent to the same, in the manner mentioned therein.

- (l) By and under a Deed of Assignment of Development Rights dated 29th June, 2007 registered with the office of Sub-Registrar of Assurances at Haveli under Registration No. HVL-15/8099/2007, Manjri with the consent of (i) Pandurang Tukaram Gaikwad, (ii) Dattatray Tukaram Gaikwad, (iii) Vijay Pandurang Gaikwad, (iv) Shaunk Vijay Gaikwad (through natural guardian Vijay Pandurang Gaikwad), (v) Rajendra alias Damodar Pandurang Gaikwad, (vi) Ajit Rajendra alias Damodar Gaikwad (through natural guardian Rajendra Pandurang Gaikwad), (vii) Mandakini Gulab Aatkire, (viii) Sanjay Dattatray Gaikwad, (ix) Shreyas Sanjay Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (x) Sharvari Sanjay Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (xi) Rahul Dattatray Gaikwad, (xii) Kunda alias Baby Datta Kamthe, and (xiv) Madhavi Mahendra Zambre assigned and transferred the development rights with respect to Larger Land 28 unto Malnad Projects, in the manner contained therein.
- (m) By and under a Sale Deed dated 24th October, 2008 registered with the office of the office of Sub-Registrar of Assurances at Haveli under Serial No. 8877 of 2008, Rohidas Shivram Dudhal sold, transferred and conveyed a portion admeasuring 1 Are out of Larger Land 28 to Sanjay Laxman Kamthe, in the manner contained therein. The aforesaid sale has been recorded in the revenue records vide Mutation Entry No. 23107 dated 11th September, 2009. We have been informed by MPIPL that a copy of the Sale Deed dated 24th October, 2008 bearing Serial No. 8877 of 2008 is not available with them.
- (n) By and under a Sale Deed dated 27th May, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. 3646 of 2009, (i) Pandurang Tukaram Gaikwad, (ii) Dattatray Tukaram Gaikwad, (iii) Vijay Pandurang Gaikwad, (iv) Shaunk Vijay Gaikwad, (v) Rajendra alias Damodar Pandurang Gaikwad, (vi) Ajit Rajendra alias Damodar Gaikwad, (vii) Mandakini Gulab Aatkire, (viii) Sanjay Dattatray Gaikwad, (ix) Shreyas Sanjay Gaikwad, (x) Sharvari Sanjay Gaikwad, (xi) Rahul Dattatray Gaikwad, (xii) Kunda alias Baby Datta Kamthe, (xiii) Madhavi Mahendra Zambre, through their constituted attorney Manjri, sold, transferred and conveyed a portion admeasuring 2 Ares out of Larger Land 28 to Devidas Baban Jagtap and Sunita Devidas Jagtap, in the manner contained therein, and Manjri gave its consent to the same. The aforesaid sale has been recorded in the revenue records vide Mutation Entry No. 23108 dated 11th September, 2009.
- (o) By and under a Sale Deed dated 27th May, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. 3647 of 2009, (i) Pandurang Tukaram Gaikwad, (ii) Dattatray Tukaram Gaikwad, (iii) Vijay Pandurang Gaikwad, (iv) Shaunk Vijay Gaikwad, (v) Rajendra alias Damodar Pandurang Gaikwad, (vi) Ajit Rajendra alias Damodar Gaikwad, (vii) Mandakini Gulab Aatkire, (viii) Sanjay Dattatray Gaikwad, (ix) Shreyas Sanjay Gaikwad, (x) Sharvari Sanjay Gaikwad, (xi) Rahul Dattatray Gaikwad, (xii) Kunda alias Baby Datta Kamthe, and (xiii) Madhavi Mahendra Zambre, through their constituted attorney Manjri, sold, transferred and conveyed a portion admeasuring 5 Ares out of Larger Land 28 to Sanjay Laxman Kamthe and Amit Laxman Kamthe, in the manner contained therein, and Manjri gave its consent to the same. The aforesaid sale has been recorded in the revenue records vide Mutation Entry No. 22986 dated 14th July, 2009.

- (p) By and under a Supplementary Agreement dated 8th June, 2009 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4628 of 2009, Manjri through constituted attorney Chaitanya Chunduri, allotted an area admeasuring 5.5 Ares (which is inclusive of area admeasuring 1 Are that was sold to Rohidas Shivram Dudhal, who in turn sold it to Sanjay Laxman Kamthe) out of Larger Land 28 to Sanjay Dattatray Gaikwad and Rahul Dattatray Gaikwad in the manner contained therein. Further, Dattatray Tukaram Gaikwad joined the aforesaid Supplementary Agreement as a confirming party. Thus, the area out of Larger Land 28 available for development to Manjri is 1 Hectare 4.5 Ares (after deducting 5.5 Ares, 5 Ares and 2 Ares respectively referred to above) ("Land 28").
- (q) By and under a Sale Deed dated 8th March, 2010 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/1905 of 2010, Devidas Baban Jagtap and Sunita Devidas Jagtap sold, transferred and conveyed a portion admeasuring 2 Ares out of Larger Land 28 to Ashok Bhagwanrao More and Devidas Bhagwanrao More, in the manner contained therein. The aforesaid sale has been recorded vide Mutation Entry No. 23793 dated 28th May, 2010 in the revenue records.
- (r) By and under a Sale Deed dated 26th April, 2010 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/3676 of 2010, (i) Pandurang Tukaram Gaikwad, (ii) Dattatray Tukaram Gaikwad, (iii) Vijay Pandurang Gaikwad, (iv) Shaunk Vijay Gaikwad (through natural guardian Vijay Pandurang Gaikwad), (v) Rajendra alias Damodar Pandurang Gaikwad, (vi) Ajit Rajendra alias Damodar Gaikwad (through natural guardian Rajendra Pandurang Gaikwad), (vii) Mandakini Gulab Aatkire, (viii) Sanjay Dattatray Gaikwad, (ix) Shreyas Sanjay Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (x) Sharvari Sanjay Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (xi) Rahul Dattatray Gaikwad, (xii) Kunda alias Baby Datta Kamthe, and (xiv) Madhavi Mahendra Zambre sold a portion admeasuring 3.5 Ares out of the area admeasuring 4.5 Ares belonging to them out of Larger Land 28 to Ashok Bhagwanrao More and Devidas Bhagwanrao More, in the manner contained therein. The aforesaid sale has been recorded in the revenue records vide Mutation Entry No. 23794 dated 28th May, 2010. Thus, the names of Pandurang Tukaram Gaikwad and Dattatray Tukaram Gaikwad were retained for an area admeasuring 1 Are out of Larger Land 28 and the names of Ashok Bhagwanrao More and Devidas Bhagwanrao More were recorded for an aggregate area admeasuring 5.5 Ares (pursuant to Mutation Entry Nos. 23793 and 23794).
- (s) On perusal of Mutation Entry No. 24531 dated 22nd December, 2010, it appears that the Ashok Bhagwan More and Devidas Bhagwan more availed a loan of Rs. 10,00,000/- (Rupees Ten Lakh only) from Sadhna Sahkari Bank Limited, Hadapsar and created a charge on their share in Larger Land 28 and accordingly, a charge of Sadhna Sahkari Bank Limited was recorded in the other rights column of the village form 7/12 extract pertaining to Larger Land 28.
- (t) By and under a Sale Deed dated 30th December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/1950 of 2021, (i) Pandurang Tukaram Gaikwad, (ii) Dattatray Tukaram Gaikwad, (iii) Vijay Pandurang Gaikwad, (iv) Shaunk Vijay Gaikwad (through natural guardian Vijay Pandurang Gaikwad), (v) Rajendra alias Damodar Pandurang Gaikwad, (vi) Ajit Rajendra alias Damodar Gaikwad (through natural guardian Rajendra Pandurang Gaikwad), (vii) Mandakini Gulab Aatkire, (viii) Sanjay Dattatray Gaikwad, (ix) Shreyas Sanjay



Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (x) Sharvari Sanjay Gaikwad (through natural guardian Sanjay Dattatray Gaikwad), (xi) Rahul Dattatray Gaikwad, (xii) Kunda alias Baby Datta Kamthe, and (xiv) Madhavi Mahendra Zambre (all through their constituted attorney Manjri through its constituted attorney Gaganjit Singh) sold Land 28 to Malnad Projects, in the manner contained therein. The aforesaid sale has been recorded in the revenue records vide Mutation Entry No. 35806 dated 3rd November, 2011.

(u) Thus, it appears that the ownership rights of Land 28 admeasuring 104.5 Ares vested in Malnad Projects and the latest 7/12 extract reflects the charge of Sadhna Bank of Rs. 10,00,000/- (recorded vide Mutation Entry No. 24531 dated 22nd December, 2010).

26. In respect of Land 29 (Survey No. 47/4B):

(a) It appears that prior to the year 1993, Janabai Dattatraya Ghule and Shankar Mathu Ghule were the owners of land bearing Survey No. 47/4B admeasuring 1 Hectare 16 Ares ("Larger Land 29").

(b) On perusal of Mutation Entry No. 13955 dated 4th October, 1991, it appears that Shankar Mathu Ghule created a charge on Larger Land 29 in favour of Bank of India, Hadapsar for securing an amount of INR 8,000/- (Rupees Eight Thousand only) and accordingly, the name of Bank of India, Hadapsar was recorded in the other rights column of the 7/12 extract of Larger Land 29.

(c) On perusal of Mutation Entry No. 20217 dated 20th May, 2006, it appears that Mathu Abaji Ghule died on 24th August, 1959 leaving behind him as his legal heirs, (i) Shankar Mathu Ghule, (ii) Dinkar Mathu Ghule, (iii) Dattatraya Mathu Ghule, (iv) Parvatibai Mathu Ghule, (v) Tarabai Mathu Ghule, (vi) Sarubai Mathu Ghule, and (vii) Yenubai Mathu Ghule. The same was recorded in the revenue records vide Mutation Entry No. 3820 dated 20th January, 1960. However, the 7/12 extract reflected the name of Shankar Mathu Ghule alone.

(d) By and under an Agreement for Sale dated 22nd May, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. 1501 of 2006, (i) Janabai Dattatraya Ghule, (ii) Dattatraya Mathu Ghule, (iii) Vishal Dattatraya Ghule and (iv) Niranjan Dattatraya Ghule agreed to sell and assign the development rights over area admeasuring 58 Ares out of Larger Land 29 unto Malnad Projects, in the manner contained therein.

(e) By and under a Development Agreement dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-1/9554 of 2006, Janabai Dattatray Ghule granted and assigned development rights along with possession over area admeasuring 58 Ares out of Land 29 unto Malnad Projects through its authorized signatory Venkatdasappa Srinivas Harish in the manner contained therein. Further, (i) Dattatray Mathu Ghule, (ii) Niranjan Dattatray Ghule, (iii) Neelam Niranjan Ghule, (iv) Prapti Niranjan Ghule through her natural guardian Niranjan Dattatray Ghule, (v) Vishal Dattatray Ghule, (vi) Rajashree Vishal Ghule, and (vii) Prachi Vishal Ghule (minor, through her natural guardian Vishal Dattatray Ghule) consented to the aforesaid transaction of grant of development rights over area admeasuring 58 Ares out of Larger Land 29 unto Malnad Projects in the manner contained therein.



(f) By and under an Irrevocable Power of Attorney dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-1/9555 of 2006, Janabai Dattatray Ghule in furtherance of the Development Agreement dated 7th December, 2006 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-1/9554 of 2006, conferred various powers on Malnad Projects through its authorized signatory Venkatdasappa Srinivas Harish in the manner provided therein.

(g) By and under a Development Agreement dated 3rd October, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9642 of 2008, (i) Shankar Mathu Ghule, (ii) Dinkar Mathu Ghule, (iii) Dattatray Mathu Ghule, (iv) Parvatibai Prabhakar Shewale, (v) Tarabai alias Laxmi Vishnupant Kamthe, (vi) Sarubai Sukhdeo Holkar, (vii) Balasaheb Shankar Ghule, (viii) Akshay Balasaheb Ghule (minor) through his natural guardian Balasaheb Shankar Ghule, (ix) Vaibhav Balasaheb Ghule (minor) through his natural guardian Balasaheb Shankar Ghule, (x) Jeevan Shankar Ghule, (xi) Om Jeevan Ghule (minor) through his natural guardian Jeevan Shankar Ghule, (xii) Sunita Vijay Shewale, (xiii) Vikas Dinkar Ghule, (xiv) Vaishnavi Vikas Ghule (minor) through his natural guardian Vikas Dinkar Ghule, (xv) Adesh Vikas Ghule, (xvi) Vinesh Dinkar Ghule, (xvii) Atharav Vinesh Ghule (minor) through his natural guardian Vinesh Dinkar Ghule, (xviii) Atul Dinkar Ghule, (xix) Vishal Dattatray Ghule, (xx) Prachi Vishal Ghule (minor) through his natural guardian Vishal Dattatray Ghule, (xxi) Niranjan Dattatray Ghule, and (xxii) Prapti Niranjan Ghule (minor) through his natural guardian Niranjan Dattatray Ghule granted and assigned development rights along with possession over land admeasuring 50 Ares out of Larger Land 29 unto Malnad Projects through its authorized signatory Venkatdasappa Srinivas Harish in the manner contained therein. Further, (i) Laxmibai Shankar Ghule, (ii) Alka Dinkar Ghule, (iii) Janabai Dattatray Ghule, (iv) Sanjita Balasaheb Ghule, (v) Reshma Jeevan Ghule, (vi) Swati Vikas Ghule, (vii) Kalpana Dinesh Ghule, (viii) Harshada Atul Ghule, (ix) Rajashree Vikas Ghule, and (x) Nilam Nirajan Ghule consented to the aforesaid transaction of grant and assignment of development rights over 50 Ares out of Land 29 unto Malnad Projects in the manner contained therein. Furthermore, Malnad Projects permitted (i) Shankar Mathu Ghule and (ii) Dinkar Mathu Ghule to retain the area admeasuring 5 Ares out of Land 29 and Janabai Dattatray Ghule and Dattatray Mathu Ghule to retain 3 Ares out of Land 29.

(h) By and under an Irrevocable Power of Attorney dated 3rd October, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9643 of 2006, (i) Shankar Mathu Ghule, (ii) Dinkar Mathu Ghule, (iii) Dattatray Mathu Ghule, (iv) Parvatibai Prabhakar Shewale, (v) Tarabai alias Laxmi Vishnupant Kamthe, (vi) Sarubai Sukhdeo Holkar, (vii) Balasaheb Shankar Ghule, (viii) Akshay Balasaheb Ghule (minor) through his natural guardian Balasaheb Shankar Ghule, (ix) Vaibhav Balasaheb Ghule (minor) through his natural guardian Balasaheb Shankar Ghule, (x) Jeevan Shankar Ghule, (xi) Om Jeevan Ghule (minor) through his natural guardian Jeevan Shankar Ghule, (xii) Sunita Vijay Shewale, (xiii) Vikas Dinkar Ghule, (xiv) Vaishnavi Vikas Ghule (minor, through his natural guardian Vikas Dinkar Ghule), (xv) Adesh Vikas Ghule, (xvi) Vinesh Dinkar Ghule, (xvii) Atharav Vinesh Ghule (minor, through his natural guardian Vinesh Dinkar Ghule), (xviii) Atul Dinkar Ghule, (xix) Vishal Dattatray Ghule, (xx) Prachi Vishal Ghule (minor, through his natural guardian Vishal Dattatray Ghule), (xxi) Niranjan Dattatray Ghule, (xxii) Prapti Niranjan Ghule (minor, through his natural guardian Niranjan Dattatray Ghule), (xxiii) Laxmibai Shankar Ghule, (xxiv) Alka Dinkar Ghule, (xxv) Janabai Dattatray Ghule,



(xxix) Sanjita Balasaheb Ghule, (xxx) Reshma Jeevan Ghule, (xxxi) Swati Vikas Ghule, (xxxii) Kalpana Dinesh Ghule, (xxxiii) Harshada Atul Ghule, (xxxiv) Rajashree Vikas Ghule, and (xxxv) Nilam Nirajan Ghule in furtherance of the Development Agreement dated 3rd October, 2008 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/9642 of 2008, conferred various powers on Malnad Projects through its authorized signatory Venkatdasappa Srinivas Harish in the manner provided therein.

- (i) By and under a Supplementary Agreement dated 22nd May, 2009, registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/3706 of 2009, Malnad Projects through constituted attorney Kamal Sagar, granted possession of an area admeasuring 3 Acres out of Larger Land 29 to Janabai Dattatray Ghule and Dattatray Mathu Ghule for residential purpose, in the manner stated therein.
- (j) On perusal of Mutation Entry No. 25873 dated 5th October, 2011, it appears that (i) Shankar Mathu Ghule, (ii) Dinkar Mathu Ghule, (iii) Dattatray Mathu Ghule, (iv) Parvatibai Prabhakar Shewale, (v) Tarabai Vishnupant Kamthe, and (vi) Sarubai Sukhdeo Holkar obtained the permission from Divisional Officer for sale of 58 Acres out of Larger Land 29 in favour of Purushottam Chinappa Reddy.
- (k) By and under a Sale Deed dated 22nd June, 2011 bearing Registration No. HVL-11/1910 of 2011, (i) Shankar Mathu Ghule, (ii) Dinkar Mathu Ghule, (iii) Dattatray Mathu Ghule, (iv) Parvatibai Prabhakar Shewale, (v) Tarabai Vishnupant Kamthe, and (vi) Sarubai Sukhdeo Holkar with the consent of Malnad Projects sold, transferred and conveyed 58 Acres unto Purushottam Chinappa Reddy in the manner stated therein. The same has been recorded in the revenue records vide Mutation Entry No. 26461 dated 22nd February, 2012.
- (l) By and under an Irrevocable Power of Attorney dated 12th July, 2011 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/6912 of 2011, Purushottam Chinappa Reddy conferred various powers on Malnad Projects through its authorized signatory Ravikumar Gorrepatti in the manner provided therein.
- (m) On perusal of Mutation Entry No. 27044 dated 8th September, 2012, it appears that Janabai Dattatray Ghule repaid the loan of Saibaba Multipurpose Co-operative Society Limited and accordingly, the name of Saibaba Multipurpose Co-operative Society Limited was deleted from the other rights column of the 7/12 extract of Larger Land 29.
- (n) By and under a Sale Deed dated 1st February, 2013 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/1259 of 2013, Purushottam Chinappa Reddy with the consent of Malnad Projects sold, transferred and conveyed 4.5 Acres out of Larger Land 29 unto (i) Balasaheb Shankar Ghule, (ii) Jeevan Shankar Ghule, (iii) Sangeeta Balasaheb Ghule and (iv) Reshma Jeevan Ghule in the manner stated therein.
- (o) By and under a Sale Deed dated 1st February, 2013 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-6/1260 of 2013, Purushottam Chinappa Reddy with the consent of Malnad Projects sold, transferred and conveyed 2 Acres out of Larger Land 29 unto (i) Vikas Dinkar Ghule, (ii) Vinesh Dinkar Ghule and (iii) Atul Dinkar Ghule and 2.5 Acres unto (i) Swati Vikas Ghule, (ii) Kalpana Dinesh Ghule, and (iii) Harshada Atul Ghule in the manner stated therein.

- (p) On perusal of Mutation Entry No. 30221 dated 23rd December, 2016, it appears that the same does not pertain to Larger Land 29.
- (q) On perusal of Mutation Entry No. 31245 dated 23rd July, 2018 it appears that the remark of 'new tenure' was directed to be deleted and the remark of 'Provisions of Section 32G of the MTAL Act applicable' has been directed to be added.
- (r) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/11646 of 2020, Janabai Dattatray Ghule through her constituted attorney Malnad Projects sold, transferred and conveyed area admeasuring 41 Ares out of Larger Land 29 unto Malnad Projects on terms and conditions more particularly therein.
- (s) By and under a Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/4640 of 2021, Purushottam Chinappa Reddy through his constituted attorney Malnad Projects sold, transferred and conveyed area admeasuring 49 Ares out of Larger Land 29 unto Malnad Projects on terms and conditions more particularly therein.
- (t) On perusal of Mutation Entry No. 39191 dated 26th March, 2024, it appears that the same was effected to record name of Malnad Projects in the owner's column of the 7/12 extract for Larger Land 29 for an area admeasuring 49 Ares in view of the Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/4640 of 2021 (referred to in the Report). The said Mutation Entry No. 39191 also refers to the Letter dated 15th March, 2024 addressed by the Tahsildar, Haveli, to the Talathi, Marjri Budruk, for unblocking the land bearing Survey No. 47/4B (referred to in the Report).
- (u) On perusal of Mutation Entry No. 39208 dated 1st April, 2024, it appears that the same was effected to record name of Malnad Projects in the owner's column of the 7/12 extract for Larger Land 29 for an area admeasuring 50 Ares (sic) in view of the Sale Deed dated 31st December, 2020 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-17/11646 of 2020. The Mutation Entry No. 39208 erroneously records the area purchased by Malnad Projects as 50 Ares instead of 41 Ares. Consequently, the name of Malnad Projects was recorded in the 7/12 extract of Land 29 for an aggregate area admeasuring 99 Ares (instead of 90 Ares, which constitutes "Land 29" herein). This error needs to be rectified.
- (v) On perusal of Mutation Entry No. 39441 dated 1st July, 2024, it appears that the charge created by Shankar Mathu Ghule in favour of Bank of India (recorded vide Mutation Entry No. 13955 referred to in the Report) was repaid, and hence, the remark of the said charge was deleted from the other rights column of the 7/12 extract of Larger Land 29.
- (w) On perusal of Mutation Entry No. 39526 dated 26th July, 2024, it appears that the same was effected to record the payment of nazrana of 40 times the assessment by the erstwhile owners of Larger Land 29, viz., Janabai Dattatraya Ghule and Purushottam Chinappa Reddy, pursuant to which the remarks of Occupancy Class II reflecting in the 7/12 extract of Larger Land 29 was changed to Occupancy Class I. In view of this change, the remarks of "subject to restriction under Section 43 of MTAL", "New Tenure for area of 58 Ares" and "subject to conditions at Serial No. 1 to 8 of the order passed for area of 58 Ares" would become redundant and should have been



automatically deleted from the other rights column of the 7/12 extract of Larger Land 29. However, these remarks continue to be reflected in the other rights column of the latest 7/12 extract for Larger Land 29.

- (x) On perusal of Mutation Entry No. 40615 dated 6th May, 2025, it appears that the same was effected to record the Deed of Confirmation dated 19th December, 2023 registered with the office of Sub-Registrar of Assurances at Haveli-11 under Serial No. HVL-11/27010 of 2023 (referred to in Para 28 (f) hereinbelow) and the change of name from Kumar Housing Township Private Limited to MPIPL for Land 29, and accordingly, the name of MPIPL was recorded in the owner's column of the 7/12 extract for Larger Land 29 for an area of 99 Ares (sic). As mentioned above, this area should be rectified to 90 Ares.
- (y) Thus, it appears that the ownership rights of Land 29 admeasuring 90 Ares vested in MPIPL and the latest 7/12 extract reflects the following: (i) Restriction on transfer without obtaining prior permission of the competent authority; (ii) the owner of the well shall have the right to draw water from the well; (iii) Section 43 of MTAL Act shall be applicable; and (iv) New tenure area is 58 Ares; (v) conditions stipulated at Point No. 1 to 8 of the order shall be applicable.

27. Transfer in favour of MPIPL:

- (a) By and under an Order dated 23rd June, 2023, the Hon'ble Regional Director, Western Region approved and sanctioned a scheme for merger of Malnad Projects Private Limited with Kumar Housing Township Private Limited with effect from 1st April, 2022 under the provisions of Section 233 of the Companies Act, 2013. By and under a Deed of Confirmation dated 19th December, 2023 registered with the office of Sub-Registrar of Assurances at Haveli – 11 under Serial No. HVL-11/27010 of 2023, the aforesaid Order and the scheme were registered. Subsequently, the name of Kumar Housing Township Private Limited was changed to Malnad Project (I) Private Limited, for which the Registrar of Companies issued a Certificate of Incorporation Consequent upon Change of Name dated 17th July, 2023. The same was updated in the revenue records vide Mutation Entry No. 39024 dated 3rd February, 2024. Accordingly, the 7/12 extracts of land parcels forming part of VPPL Land were updated to reflect the name of MPIPL, except for Land 7 and Land 29.

28. Conveyance in favour of VPPL:

- (a) By and under a Conditional No-Objection Certificate dated 11th June, 2024, Vistra ITCL (India) Limited granted its no objection for the sale of VPPL Land in favour of VPPL on certain terms and conditions stipulated therein.
- (b) By and under a Deed of Conveyance dated 21st June, 2024 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/10938 of 2024, MPIPL sold, transferred and conveyed VPPL Land unto VPPL on terms and conditions more particularly therein. A few important observations from the Deed of Conveyance are as follows:
 - (i) To enable VPPL to access VPPL Land from the public road, MPIPL has granted to VPPL continuous, uninterrupted, unfettered, non-exclusive and irrevocable rights to pass through an existing 18 (eighteen) meters wide road passing through certain land parcels aggregately admeasuring 11,976.51



square meters comprised in land bearing Survey Nos. 39/2/2, 39/2A/1, 40/1A/1, 40/1A/2, 40/1A/3, 40/1B/2, 40/1B/1B, 40/1, 44/2A/1/1, 44/2A/1/2, 44/2A/2A/1, 44/2A/2A/2 and 44/2A/2B.

- (ii) As per Clause 9 of the said Deed of Conveyance, the Sale Consideration (as defined therein) is payable by VPPL to MPIPL in four tranches (the first tranche was paid simultaneously with the execution and registration of the Deed of Conveyance and the second, third and fourth tranche will be paid upon fulfillment of certain conditions precedents).
- (iii) In Clause 13, it has been clarified that MPIPL shall have no charge, lien, claim or encumbrance on the VPPL Land or any part/s thereof as regards the Balance Consideration (as defined therein) out of the Sale Consideration that is payable by VPPL to MPIPL.
- (c) By and under an Irrevocable Power of Attorney dated 21st June, 2024 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4/10939 of 2024, MPIPL conferred various powers on VPPL in respect of VPPL Land in the manner provided therein.
- (d) By and under an Irrevocable Power of Attorney dated 21st June, 2024 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11/4/10940 of 2024, VPPL conferred various powers on MPIPL in respect of VPPL Land for obtaining permission related to integrated township in the manner provided therein.
- (e) By and under a Deed of Indemnity dated 21st June, 2024, MPIPL has given certain representations and indemnities to VPPL pertaining to the VPPL Land.
- (f) Thus, VPPL became the owner of VPPL Land, together with the right to implement a development project thereon by utilizing development potential of 2,79,253 square meters, on the terms and conditions mentioned in the Deed of Conveyance.
- (g) By and under a Reconveyance Deed dated 3rd July, 2024 registered with the office of Sub-Registrar of Assurances at Haveli under Serial No. HVL-11243 of 2024, Vistra ITCL (India) Limited released and reconveyed VPPL Land in favour of MPIPL on terms and conditions mentioned therein.
- (h) The aforesaid Deed of Conveyance in favour of VPPL was updated in the revenue records vide Mutation Entry No. 39415 dated 23rd July, 2024 for the land parcels comprised in VPPL Land (except for Land 7 and Land 29). Accordingly, the 7/12 extracts of land parcels forming part of VPPL Land (except for Land 7 and Land 29) were updated to reflect the name of VPPL.

29. Common Observations:

- (a) By a Notification dated 16th November, 2005 bearing No. TPS- 1804/Pune R.P.DCR/UD-13, published by the Urban Development Department, the Government of Maharashtra sanctioned regulations for development of a Special Township in area under Pune Regional Plan subject to terms and conditions mentioned therein.
- (b) By a Notification dated 26th December, 2016 bearing No. TPS-1816/CR368/15/20(4) UD-13, published by the Urban Development Department, Government of



Maharashtra, amended the sanctioned Development Control Regulations for the Regional Plan for Pune District in order to incorporate the regulations for Development for Integrated Townships subject to terms and conditions mentioned therein.

- (c) By a Notification No. TPS-1817/CR-55/17/UD-13 dated 1st June, 2017, published by the Urban Development Department, Government of Maharashtra, permitted the development of an Integrated Township Project and accorded Locational Clearance in accordance with the provisions of 18(3) of the Maharashtra Regional and Town Planning Act, 1966 to be developed by Malnad (now being developed by VPPL) in respect of land admeasuring 53 Hectares 86 Ares ("Notified Integrated Township Project") subject to terms and conditions mentioned therein.
- (d) Vide order dated 8th August, 2018, bearing No. PMHI/ TS/ SR/ 02/2018, the Collector, Pune District, granted a Letter of Intent ("LOI") to Malnad Projects Private Limited for land admeasuring 51 Hectares 95.83 Ares, in the Notified Integrated Township Project subject to the terms and conditions mentioned therein. This LOI is valid for 2 (two) years from the date thereof.
- (e) By a Notification No. TPV-1/4689 dated 12th October, 2021, published by the Town Planning Department in the Maharashtra Government Gazette, the Government of Maharashtra granted Locational Clearance and permission to add 7.027 Hectares comprised in the Notified Integrated Township Project subject to terms and conditions mentioned therein.
- (f) For all the land parcels comprised in MPIPL Land, in addition to the landowners whose names were reflected in the 7/12 extracts, the family members of these landowners were also joined either as grantor of development rights or as confirming parties in the Development Agreements. Some of these family members were minors on the date of execution of the Development Agreements and were represented by their respective natural guardians. Considering that MPIPL Land were the ancestral properties of the landowners, the minors' interest therein will be considered undivided interest in joint family property as understood in Section 12 of Hindu Minority and Guardianship Act, 1956. In the Sale Deeds under which Malnad has acquired ownership rights in MPIPL Land, all the grantors of development rights (including the minors, irrespective of whether they had achieved majority on the date of such Sale Deeds) were represented by Manjri/ Malnad as their constituted attorney. We have been informed by Malnad that there are no subsisting claims, demands or disputes raised by any of the minors who have attained majority or anyone claiming through them. Amongst these minors, the following persons have not yet attained majority till date:

S. No.	Name of the Minors
1.	Purva Sandeep Kamthe
2.	Aishwarya Gajendra More
3.	Abhijeet Suresh Kamthe
4.	Yash Somnath Kamthe
5.	Prathamesh Somnath Kamthe



The limitation period applicable to the minors to challenge the aforesaid transactions is 3 (three) years from the date of attaining majority. Hence, the limitation period has not yet lapsed in case of the aforesaid minors. Even if such minors challenge the transactions, the same could be defended on the ground that the minors' interest was an undivided interest in joint family property as understood in Section 12 of Hindu Minority and Guardianship Act, 1956, which was under the management of an adult member of the family.

(g) The unregistered Supplementary Agreements executed in favour of certain landowners at the time of acquiring development rights have not been terminated by way of a written document. We have been informed by MPIPL that these unregistered Supplementary Agreements were executed as temporary arrangements between Manjri and the landowners and have been superseded by subsequent registered Supplementary Agreements. The unregistered Supplementary Agreements are not valid, subsisting or binding on the Vendor. We have also been informed by MPIPL that there are no subsisting claims or demands or any allegations of encroachment arising from the unregistered Supplementary Agreements.

30. Outgoings:

We have been provided with the following permissions, approvals and outgoings:

(a) Electricity Tax Bill dated 26th February, 2025 issued by Maharashtra State Electricity Distribution Company Limited demanding payment of INR 2,700/- (Rupees Two Thousand Seven Hundred only) in respect of the VPPL Land. The aforesaid bill is outstanding till date.

(b) Receipt dated 27th February, 2025 acknowledging payment of Rs. 8,29,122/- (Rupees Eight Lakh Twenty Nine Thousand One Hundred Twenty Two only) towards Land Revenue Non-Agricultural Assessment for 2024-2025.



SECTION II

(Searches)

1. Searches in the records of Sub-Registrar of Assurances:

Mr. Kailash Thorat, Advocate, conducted physical as well as online search in the concerned office of the Sub-Registrar of Assurances at Manjri Budruk, Pune, in respect of the said Property for the period from November, 2023 to March, 2025 and has issued 29 (twenty nine) Search Reports all dated 27th March, 2025. Mr. Kailash Thorat has not come across any adverse entries pertaining to said Property during such search. Copies of the aforesaid Search Reports are annexed hereto and marked as Annexure "B - colly".

2. ROC Searches:

We have reviewed the Index of Charges of VPPL and the charge documents available on the website of Ministry of Corporate Affairs (www.mca.gov.in) as on 24th March, 2025. The Index of Charges does not reflect any pending charge. Copy of the Master Data and Index of Charges pertaining to VPPL procured on 16th June, 2025 is annexed hereto as Annexure "C".

3. CERSAI Search:

We have perused the CERSAI Search Report dated 20th March, 2025 available on the website of the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (www.cersai.org.in/CERSAI/) did not come across any outstanding charges / mortgages on the said Land or any part thereof. Copy of the Cersai Report downloaded on 20th March, 2025 are annexed hereto as Annexures "D".

4. Litigation Search:

Zelican Infotech Private Limited has conducted an online search of litigations in various Courts and Tribunals with respect to VPPL and has issued a Litigation Screening Report dated 24th March, 2025. There are no pending litigations filed by or against VPPL. A copy of the said Litigation Reports is annexed hereto as Annexure "E".



SECTION III
(Public Notice)

A Public Notice was published in Indian Express (in English) and Loksatta (in Marathi) on 22nd November, 2023, inviting claims and objections from the public with respect to the said Property. We have not received any claim or objection from any person / entity in response to the said Public Notice.

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SECTION IV
(Conclusion)

In the circumstances, we are of the opinion that in view of and subject to what is mentioned herein (including the observations and qualifications herein), Vypak Properties Private Limited is the owner of VPPL Land, having clear and marketable title thereto.



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SECTION V (Qualifications)

1. General:

- (i) This Legal Title Report including Annexures "A" (collectively, "Report") merely certifies the matters expressly dealt with in the Report. The Report does not consider or certify any other questions not expressly answered therein.
- (ii) This Report is issued solely on the basis of the documents provided by MPIPL as mentioned in this Report and we have no obligation to update this Report with any information or replies or documents received by us beyond this date.
- (iii) We have not issued a separate public notice post the Public Notice dated 22nd November, 2023 mentioned in Section III above.
- (iv) We have only perused the documents pertaining to the subsisting charges and pending litigations pertaining to the VPPL Land.
- (v) We are not qualified to and have not independently verified the area / boundaries of VPPL Land. We have referred to and retained the admeasurements in hectares, ares, acres, gunthas, square yards and square meters, as we have found them in various documents.
- (vi) We have not perused any plans or photocopies of plans (including as annexures to any documents) except as specifically mentioned in this Report.
- (vii) For the purpose of this Report, we have assumed:
 - a) All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - b) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
 - c) That the persons executing documents have the necessary authority to execute them.
 - d) That there have been no amendments or changes to the documents examined by us.
 - e) The accuracy and completeness of all the factual statements and representations made in the documents.
 - f) That all prior documents have been adequately stamped and duly registered.
 - g) Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Report is correct and otherwise genuine.
 - h) Each document binds the parties intended to be bound thereby.



- i) Photocopies provided to us are accurate photocopies of originals.
- (viii) For the purpose of this Report, we have relied upon:
 - a) originals and/or photocopies of documents as provided to us.
 - b) information relating to boundaries on the basis of the documents provided to us by MPIPL.
 - c) information relating to lineage, if applicable on the basis of revenue records and information provided to us by MPIPL.
- (ix) For the purpose of issuing this Report, we have relied on the Search Reports issued by Mr. Kailash Thorat, who has conducted independent searches / investigations in respect of the VPPL Land at the office of the Registrar / Sub-Registrar of Assurances or online search facility available with the Department of Registration and Stamps of Government of Maharashtra as the case may be in the manner stated therein. We have not carried out any independent or subsequent searches of the registers or records maintained with the offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities.
- (x) We have been informed by the search clerks that, for certain years, the records maintained by the offices of the Sub-Registrar of Assurances are torn and mutilated and certain Index II record have not been prepared / maintained properly etc. 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.
- (xi) For the purpose of issuing this Report, we have relied on the said ROC Search Report issued by Jaya Sharma & Associates, who has conducted independent searches / investigations for Malnad Projects / MPIPL in respect of VPPL Land on the website of the Registrar of Companies. Unless otherwise stated herein, we have not carried out any subsequent or independent searches of the registers or records maintained with the offices or websites of the Registrar of Companies or any other authorities.
- (xii) We are not certifying the boundaries of VPPL Land.
- (xiii) We have not visited the site on which the VPPL Land is situated. We are not qualified to express our opinion on physical identification of the VPPL Land.
- (xiv) We do not express our opinion on matters related to actual physical use of the VPPL Land.
- (xv) We express no view about the user / reservations / FSI / developability of the VPPL Land.
- (xvi) We have not verified issues relating to reservation on the VPPL Land or any portion thereof by Governmental Authorities.
- (xvii) We have not independently validated the taxes / cess / duties / charges payable in respect of the VPPL Land and our comments with respect to these, if any, are based solely on the documents provided to us by Malnad Projects / MPIPL.

- (xviii) We have not verified the market value of the VPPL Land involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
- (xix) We are not authorized or qualified to express an opinion relating to plan permissions, approvals, sanctions or development potential of VPPL Land and we are not commenting on the same nor are we certifying the compliance thereof.
- (xx) A certificate, determination, notification, opinion or the like 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 in the documents to the contrary.
- (xxi) This Report is limited to the matters pertaining to Indian Law (as on the date of this Report) alone and we express no opinion on laws of any other jurisdiction.
- (xxii) Even though this document is titled "Legal Title Report", it is in fact an opinion based on the documents we have reviewed.

2. This Report is addressed to MahaRERA, as required as per Circular No. 28/2021 dated 8th March, 2021 issued by MahaRERA. However, our aggregate liability relating to the services provided in connection with the preparation and issuance of the Report on Title towards any person, including without limitation any association of persons (whether incorporated or not), authority, etc. to whom the Report on Title shall be disclosed and/or furnished or who shall rely on the same, and even otherwise shall not exceed 50% (Fifty percent) of the professional fees paid to us for this letter. In no event shall we be liable for any consequential, special, incidental or punitive loss, damage or expense, even if we have been advised of the possibility of such loss, damage or expense. This Report may not be disclosed, furnished, quoted or relied on by any person or entity other than VPPL for any purpose without our prior written consent. It may however be disclosed or furnished by VPPL 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.

3. We shall not be liable to any person, association of persons whether incorporated or not, authority, to whom this Report shall be disclosed and/or furnished or who shall rely on the same, and even otherwise for any aspect relating to the services provided in connection with the preparation and issuance of this Report.

