

**FORMAT-A**

**Circular No. (28/2021)**

To

**Maha RERA,**

Housefin Bhavan,

Plot No. C - 21,

Bandra Kurla Complex,

Bandra (East),

Mumbai 400051.

**LEGAL TITLE REPORT**

**Sub.: Title Clearance Certificate with respect to ALL THAT piece land bearing New Gat No. 1287/2P (Old Gat No. 2273 and Old Survey No. 263) admeasuring 17617 sq.mtrs. or thereabout lying being and situate at Village Wagholi, Taluka Haveli and District Pune ("the said Property") forming part of the larger Property admeasuring 65900 sq.mtrs. or thereabout ("the said larger Property").**

- 1) I have investigated the title of said Property at the request of my client, Macrotech Developers Limited a company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001, ("**Company**") as the Owner / Developer, as the case may be, of the same. On the basis and relying upon the perusal of relevant (i) photocopies of certain documents of title and papers as furnished to me; (ii) revenue records as uploaded on Portals of <https://bhulekh.mahabhumi.gov.in/>; (iii) Search Report dated 4<sup>th</sup> December, 2021 issued by Mr. Rajendra Jaigude, Advocate of Land Record taken in Sub-Registrar Office (SRO); Search Report dated 31<sup>st</sup> March, 2022 issued by Simply Cersai of Land Record taken in Sub-Registrar Office (SRO) in respect of the said Property; (iv) Search Report dated 12/07/2023 issued by Sharatkumar Shetty of search of Index of charges created by Macrotech Developers Limited in connection with several properties including the said Property; (v) Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) Report dated 03<sup>rd</sup> April, 2023 issued by Simply CERSAI in respect of the said Property; (vi) Litigation Search Reports dated 11<sup>th</sup> January, 2022; 12<sup>th</sup> January, 2022, 13<sup>th</sup> January, 2022; 17<sup>th</sup> January, 2022; 29<sup>th</sup> September, 2022 and 10<sup>th</sup> June, 2023 issued by Cubictree Technology Solutions Private Limited and Karza Technolgies Private Limited in respect of (a) Ankit Umesh Goel, (b) Annuj Umesh Goel, (c) Rajendra Sitaram Goel, (d) Subhash Sitaram Goel, (e) Kavita Sanjay Palesha; (f) Sanjay Maniklal Palesha, (g) Mr. Anurag Subhash Goel and (h) Mr. Ammul Rajendra Goel ("**the Present Owners**"); and (vii) Declaration cum Indemnity dated 27<sup>th</sup> June, 2023 executed by the Present Owners respect of the said Property ("**said Declaration**"), I have to state as follows:-

- 2) **Description of the Property** ALL THAT piece land bearing New Gat No. 1287/2P (Old Gat No. 2273 and Old Survey No. 263) admeasuring 17617 sq.mtrs. or thereabout lying being and situate at Village Wagholi, Taluka Haveli and District Pune ("**the said Property**") forming part of the larger Property admeasuring 65900 sq.mtrs. or thereabout ("**the said larger Property**")
- 3) **Documents of acquirement of said Property** i) Deed of Sale dated 08/09/1988, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-2-14471 of 1988 Yashoda Rambhau Satav & 21 others (Vendors) and Kanhaiyalal Motilal Talera & 2 others (Purchasers) for property bearing Old Gut

No. 2273/2 (New Gut No. 1287/2) admeasuring 65900 sq.mtrs. or thereabout being the said Larger Property .

- ii) Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-07-1331 of 1994 Kanhaiyalal Motilal Talera & 2 others (Vendors) and Rajendra Sitaram Goel for portion of the said land bearing Gut No. 2273/2P (New Gut No. 1287/2P) area admeasuring 21,966 square metres or thereabout.
- iii) Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-07-1332 of 1994 Kanhaiyalal Motilal Talera & 2 others (Vendors) and Umesh Sitaram Goel for portion of the said land bearing Gut No. 2273/2P (New Gut No. 1287/2P) area admeasuring 21,967 square metres or thereabout.
- iv) Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-07-1333 of 1994 Kanhaiyalal Motilal Talera & 2 others (Vendors) and Subhash Sitaram Goel for portion of the said land bearing Gut No. 2273/2P (New Gut No. 1287/2P) area admeasuring 21,967 square metres or thereabout.
- v) Deed of Release dated 04/10/2018 executed and registered under Serial No. HVL-10-19670-2018 with Sub-Registrar of Haveli-10, by Meena Umesh Goel and Seema Anshul Garg ('Releasors') in favour of Annuj Umesh Goel and Ankit Umesh Goel ('Releasees') inter alia for property bearing Old Gut No. 2273/2 (New Gut No. 1287/2) admeasuring 65900 sq.mtrs. or thereabout being the said Larger Property.
- vi) Agreement for Sale dated 15/01/2020 executed and registered under Serial No. HVL6-545-2020 on 15/01/2020 with Sub-Registrar of Haveli-6, by Vajjnath Arun Bhagat & others ('Vendor') in favour of Subhash Tukaram Botre ('Purchaser') for property bearing Old Gut No. 2273/2 (New Gut No. 1287/2) admeasuring 8000 sq.mtrs. or thereabout.
- vii) Cancellation Deed dated 08/01/2021 executed and registered under Serial No. HVL8-189-2021 on 08/01/2021 with Sub-Registrar of Haveli-8, by Vajjnath Arun Bhagat & others ('Vendor') in favour of Subhash Tukaram Botre ('Purchaser') cancelled the Agreement for Sale dated 15/01/2020.
- viii) Deed of Conveyance dated 13/01/2021 executed and registered under Serial No. HVL26-541-2021 with Sub-Registrar of Thane-9, by Subhash Tukaram Botre & Others ('Vendor') in favour of Rajendra Sitaram Goel ('Purchaser') for property bearing Old Gut No. 2273/2 (New Gut No. 1287/2) admeasuring 13180 sq.mtrs. or thereabout.
- ix) Deed of Exchange dated 26/08/2022 executed and registered under Serial No. HVL10-22067-2022 with Sub-Registrar of Thane-9, by Kavita Sanjay Palesha in favour of Annuj Umesh Goel, Ankit Umesh Goel, for property bearing Old Gut No. 2273/2 (New Gut No. 1287/2) admeasuring 3428.09 sq.mtrs or thereabout.

- x) Deed of Exchange dated 29/08/2022 executed and registered under Serial No. HVL10-22173-2022 with Sub-Registrar of Thane-9, by Sanjay Maniklala Palesha and Annuj Umesh Goel, Ankit Umesh Goel, for property bearing Old Gut No. 2273/2 (New Gut No. 1287/2) admeasuring 3428.09 sq.mtrs or thereabout.
- xi) Joint Declaration cum Indemnity dated 27/06/2023 executed by Ankit Umesh Goel and 5 others in respect of said Property ("**said Declaration**") for Title of the same.
- xii) Joint Development Agreement dated 25/11/2022 executed and registered under Sr. No. HVL11-24654-2022 between Ankit Umesh Goel & 4 others and Macrotech Developers Limited for development of portion of the said Property admeasuring 43933 sq.mtrs. or thereabout.
- xiii) Power of Attorney dated 25/11/2022 executed and registered under Sr. No. HVL11-24656-2022 by Ankit Umesh Goel & 4 others in favour of representatives / Nominees of Macrotech Developers Limited for development of portion of the said Property admeasuring 43933 sq.mtrs. or thereabout.
- xiv) Letter dated 01/11/2022 by and between 1) Ankit Umesh Goel, 2) Annuj Umesh Goel, 3) Rajendra Sitaram Goel, 4) Sanjay Maniklala Palesha and 5) Kavita Sanjay Palesha as well as Macrotech Developers Limited, pursuant to the Joint Development Agreement.
- xv) Another Letter dated 01/11/2022 by 1) Ankit Umesh Goel and 2) Annuj Umesh Goel, addressed to Macrotech Developers Limited with regard to Joint Development Agreement.
- xvi) By Release Deed dated 12/01/2023 executed and registered under Sr. No. HVL6-779-2023, Subhash Sitaram Goel and Rajendra Sitaram Goel (Releasor) in favour of Anurag Subhash Goel, Ammul Rajendra Goel, Anuj Umesh Goel and Ankit Umesh Goel (Releasees) for the portion of the said Property to the extent of 2175 sq.mtrs or thereabout.
- xvii) By First Supplemental Agreement dated 13/04/2023 executed and registered under Sr. No. HVL11-7559-2023 between Ankit Umesh Goel & 5 others and Macrotech Developers Limited for development of portion of the said Property admeasuring 17617 sq.mtrs. or thereabout.
- xviii) Power of Attorney dated 13/04/2023 executed and registered under Sr. No. HVL11-7561-2023 by Ankit Umesh Goel & 4 others in favour of representatives / Nominees of Macrotech Developers Limited for development of portion of the said Property admeasuring 17617 sq.mtrs. or thereabout.

related said Property forming part of the larger Property.

4) **7/12 Extracts**

Online digital certified 7/12 Extracts (Record of Rights) for the year 2019-2020 uploaded on Portal of <https://bhulekh.mahabhumigov.in/> reflects names of Rajendra Sitaram Goel, Subhash Sitaram Goel, Ankit

Umesh Goel and Anuj Umesh Goel in respect of said larger Property in Wagholi Village as the Land Holders/Owners. Tenure of land is shown as Occupational Class-I.

5) **Search Report  
for 50 years  
from 1972 to  
2022 (51 years)**

Land / Property Search Report dated 04/12/2021 issued by Mr. Rajendra Jaigude, Advocate, in respect of Search of Land Record in the Office of Sub-Registrar of Assurances for the period 1972 to 2021 (50 years) of the said larger Property and same has been dealt in details as hereunder.

Land / Property Search Report dated 31/03/2022 issued by Simply Cersai in respect of Search of Land Record in the Office of Sub-Registrar of Assurances for the period 2021 to 2023 (3 years) of the said larger Property.

Further Land Record Search taken on Online Portal of IGR Website by the Company through its' department for the year 2002 to 2022.

ROC Search Report dated 12/07/2023 issued by Sharatkumar Shetty & Associates, Practising Company Secretary for Online Search taken on the Portals of Ministry of the Company Affairs (MCA) with regard to the Record of Index of charges on the said Property in the records of Registrar of Companies by Macrotech Developers Limited.

CERSAI Search Report dated 03/04/2023 issued by Simply Cersai on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of said Property.

- 6) On the basis of and relying upon the perusal photocopies of relevant (i) Title documents particularly Joint Development Agreement dated 25/11/2022 and First Supplemental Agreement dated 13/04/2023; (ii) Revenue Records as uploaded on Portals of <https://bhulekh.mahabhumigov.in/>; (iii) Land Search Reports of Mr. Rajendra Jaigude and Simply Cersai (iv) Search Data of Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record and (v) Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited and (vi) Joint Declaration cum Indemnity dated 27<sup>th</sup> June 2023 executed by Ankit Umesh Goel and 5 others (Owners), as well and relying on representations, information and explanation gathered in connection therewith in respect of said Property and Company, I am of the opinion that

- 1) (i) Ankit Umesh Goel & Anuj Umesh Goel (8808 sq.mtrs.) and (ii) Ammul Rajendra Goel (8809 sq.mtrs.) are respective the Co-Owners of respective portion the said Property as stated herein.
- 2) subject to pending litigation mentioned in Clause No. 17 to 23 of Part F and subsisting mortgage mentioned in Clause No. 16 of Part E of Annexure-A hereto, in view of what is set out in Annexure-A and on the basis of findings set out in Annexure-A-Flow of Title hereto, title of Macrotech Developers Limited, as the Promoter/Developer for development of the said Property is clear, marketable and without any encumbrances and Macrotech Developers Limited well and sufficiently entitled to development rights in respect of the said Property, pursuant to the First Supplemental Agreement dated 31/03/2023 to Joint Development Agreement dated 25/11/2022 BETWEEN Ankit Umesh Goel and 4 others (Owners/Confirming Parties) and Macrotech Developers Limited (Developer).

**Pradip Garach**

*Advocate*

**High Court, Bombay**

**Owner/Developer of the said Property**

- 1) the Owners of the said land bearing Cadastral Survey No. 1287/2P admeasuring 17617 sq.mtrs. or thereabout of Wagholi are (i) Ankit Umesh Goel & Anuj Umesh Goel (8808 sq.mtrs.) and (ii) Ammul Rajendra Goel (8809 sq.mtrs.).
- 2) Qualifying comments/remarks : Pending litigation mentioned in Clause No. 17 to 23 of Part F and subsisting mortgage as mentioned in Clause No. 16 of Part E detailed Flow of Title annexed as Annexure "A" hereto and this Report be read and constituted in conjunction with Annexure-A.

The report reflecting the flow of the title of Developer viz. Macrotech Developers Limited as Promoter/Developer to the said Property and right of the Developer, is separately enclosed and annexed as **Annexure-"A"**.

Dated this 25<sup>th</sup> day of July, 2023.



(Pradip Garach)

**Advocate High Court, Bombay**

**Encl.:** Annexure "A" -Flow of Title



**FORMAT-A**

**Circular No. (28/2021)**

**FLOW OF THE TITLE OF THE SAID PROPERTY**

**Sub.: Title Clearance Certificate with respect to ALL THAT piece land bearing New Gat No. 1287/2P (Old Gat No. 2273 and Old Survey No. 263) admeasuring 17617 sq.mtrs. or thereabout lying being and situate at Village Wagholi, Taluka Haveli and District Pune ("the said Property") forming part of the larger Property admeasuring 65900 sq.mtrs. or thereabout ("the said larger Property").**

I have investigated the title of said Property at the request of my client, Macrotech Developers Limited a company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001, ("**Company**") as the Owner / Developer, as the case may be, of the same. On the basis and relying upon the perusal of relevant (i) photocopies of certain documents of title and papers as furnished to me; (ii) revenue records as uploaded on Portals of <https://bhulekh.mahabhum.gov.in/>; (iii) Search Report dated 4<sup>th</sup> December, 2021 issued by Mr. Rajendra Jaigude, Advocate of Land Record taken in Sub-Registrar Office (SRO); Search Report dated 31<sup>st</sup> March, 2022 issued by Simply Cersai of Land Record taken in Sub-Registrar Office (SRO) in respect of the said Property; (iv) Search Report dated 12/07/2023 issued by Sharatkumar Shetty of search of Index of charges created by Macrotech Developers Limited in connection with several properties including the said Property; (v) Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) Report dated 03<sup>rd</sup> April, 2023 issued by Simply CERSAI in respect of the said Property; (vi) Litigation Search Reports dated 11<sup>th</sup> January, 2022; 12<sup>th</sup> January, 2022, 13<sup>th</sup> January, 2022; 17<sup>th</sup> January, 2022; 29<sup>th</sup> September, 2022 and 10<sup>th</sup> June, 2023 issued by Cubictree Technology Solutions Private Limited and Karza Technologies Private Limited in respect of (a) Ankit Umesh Goel, (b) Annuj Umesh Goel, (c) Rajendra Sitaram Goel, (d) Subhash Sitaram Goel, (e) Kavita Sanjay Palesha; (f) Sanjay Maniklal Palesha, (g) Mr. Anurag Subhash Goel and (h) Mr. Ammul Rajendra Goel ("**the Present Owners**"); and (vii) Declaration cum Indemnity dated 27<sup>th</sup> June, 2023 executed by the Present Owners respect of the said Property ("**said Declaration**"), I have to state as follows:-

**(A) The documents in relation to the pertaining to the said Property in Village Wagholi**

- 1) I have perused following documents of title in respect of the all that said Property in Village Wagholi.
- (i) Village Extract Form 7/12 (Record of Rights) in respect of the said Property in Village Wagholi;
- (ii) Mutation Entry Nos. 1, 573, 574, 575, 707, 1257, 1884, 2174, 3611, 3612, 3613, 4391, 4769, 4992, 6539, 6542, 6558, 7200, 7252, 12970, 13507 and 18009 in respect of the said Property;
- (iii) Deed of Sale dated 08/09/1988, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-2-14471 of 1988 Yashoda Rambhau Satav & 21 others (Vendors) and Kanhaiyalal Motilal Talera & 2 others (Purchasers) for property bearing Old Gut No. 2273/2 (New Gut No. 1287/2) admeasuring 65900 sq.mtrs. or thereabout being the said Larger Property .
- (iv) Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-07-1331 of 1994 Kanhaiyalal Motilal Talera & 2 others



- (Vendors) and Rajendra Sitaram Goel for portion of the said land bearing Gut No. 2273/2P (New Gut No. 1287/2P) area admeasuring 21,966 square metres or thereabout.
- (v) Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-07-1332 of 1994 Kanhaiyalal Motilal Talera & 2 others (Vendors) and Umesh Sitaram Goel for portion of the said land bearing Gut No. 2273/2P (New Gut No. 1287/2P) area admeasuring 21,967 square metres or thereabout.
- (vi) Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-07-1333 of 1994 Kanhaiyalal Motilal Talera & 2 others (Vendors) and Subhash Sitaram Goel for portion of the said land bearing Gut No. 2273/2P (New Gut No. 1287/2P) area admeasuring 21,967 square metres or thereabout.
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- (xiii) Joint Declaration cum Indemnity dated 27/06/2023 executed by Ankit Umesh Goel and 5 others in respect of said Property ("**said Declaration**") for Title of the same.
- (xiv) Joint Development Agreement dated 25/11/2022 executed and registered under Sr. No. HVL11-24654-2022 between Ankit Umesh Goel & 4 others and Macrotech Developers Limited for development of portion of the said Property admeasuring 43933 sq.mtrs. or thereabout.
- (xv) Power of Attorney dated 25/11/2022 executed and registered under Sr. No. HVL11-24656-2022 by Ankit Umesh Goel & 4 others in favour of representatives / Nominees of

# Pradip Garach

Advocate

High Court, Bombay

Macrotech Developers Limited for development of portion of the said Property admeasuring 43933 sq.mtrs. or thereabout.

- (xvi) Letter dated 01/11/2022 by and between 1) Ankit Umesh Goel, 2) Annuj Umesh Goel, 3) Rajendra Sitaram Goel, 4) Sanjay Maniklal Palesha and 5) Kavita Sanjay Palesha as well as Macrotech Developers Limited, pursuant to the Joint Development Agreement.
- (xvii) Another Letter dated 01/11/2022 by 1) Ankit Umesh Goel and 2) Annuj Umesh Goel, addressed to Macrotech Developers Limited with regard to Joint Development Agreement.
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- (xx) Power of Attorney dated 13/04/2023 executed and registered under Sr. No. HVL11-7561-2023 by Ankit Umesh Goel & 4 others in favour of representatives / Nominees of Macrotech Developers Limited for development of portion of the said Property admeasuring 17617 sq.mtrs. or thereabout.
- (xxi) Land / Property Search Report dated 04/12/2021 issued by Mr. Rajendra Jaigude, Advocate of Search of Land Record in the Sub-Registrar of Assurances for the period 1972 to 2021 (50 years) of the said Property and same has been dealt in details as hereunder.
- (xxii) Land / Property Search Report dated 31/03/2022 issued by Simply Cersai in respect of Search of Land Record in the Office of Sub-Registrar of Assurances for the period 2021 to 2023 (3 years) of the said larger Property.
- (xxiii) Further Land Record Search taken on Online Portal of IGR Website by the Company through its' department for the year 2002 to 2022.
- (xxiv) Index of Charges in the Office of Registrar of Companies (ROC) Search Report dated 12/07/2023 issued by Sharatkumar Shetty & Associates, Practising Company Secretary for Online Search taken on the Portals of Ministry of the Company Affairs (MCA) with regard to the Record of Index of charges on the said Property in the records of Registrar of Companies by Macrotech Developers Limited.
- (xxv) CERSAI Search Report dated 03/04/2023 issued by Simply Cersai on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of said Property.
- (xxvi) Dhaval Vussonji, Advocate & Solicitors has given Public Notice dated 29/01/2022 in the Economim Times (Pune Classified Edition) and Maharashtra Times (Pune Classified Edition) calling for third party claims for the said Property.
- (xxvii) Opinion on Title bearing Ref. No. DV/PDF/1222/23-24 dated 12<sup>th</sup> July, 2023 issued by Dhaval Vussonji & Associates, Advocate & Solicitors.



(B) **Flow of Title of the said Property**

2) I give hereunder Title History

- i) On perusal of the Deed of Conveyance dated 11/07/1994, I state that prior to the year 1960, one Ranchodgir Guru Shivbakas Gir Gosavi ("Ranchodgir") was seized and possessed of agricultural land admeasuring 32 Acres and 12 Gunthas equivalent to 1,30,713 square meters bearing Survey No. 263 situate, lying and being at Village Wagholi with the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat Wagholi ("entire land").
- ii) As per Mutation Entry No. 4391 dated 10/08/1948, it is recorded that the name of Durgadas Tejram Bakshi ("Durgadas") was recorded as a Protected Tenant of the entire land under Section 3A of the Bombay Tenancy and Agricultural Land Act, 1948.
- iii) As per Mutation Entry No. 4769 dated 01/01/1953, it is recorded that one Laxman Hari Sahastrabudhe made an Application bearing reference no. 100 of 1950 stating that name of Durgadas recorded as Protected Tenant is irrelevant and/or hollow entry and same shall be deleted, accordingly the name of Durgadas as the Protected Tenant of the entire land came to be deleted.
- iv) As per Mutation Entry No. 4992 dated 07/09/1955, it is recorded that as per the Bombay Tenancy and Agricultural Lands Act, 1948 the name of one Laxman Hari Sahasrabudhe ("Laxman") as Simple Tenant was entered in the "Other Rights" Column of 7/12 extract pertaining to the entire land.
- v) As per Mutation Entry No. 6539 dated 25/03/1962, it is recorded that Ranchodgir Guru Shivbakas Gir Gosavi died on 20/06/1960, leaving behind him (i) Sonabai Ranchodgir Gosavi ("Sonabai") (widow), (ii) Narendragir Guru Ranchodgir Gosavi ("Narendragir") (son), (iii) Prakashagir Ranchodgir Gosavi ("Prakashgir") (son) (minor), (iv) Champabai Omprakashgir Gosavi ("Champabai") (daughter) and (v) Kamalkishor Ranchodgir Gosavi ("Kamalkishor") (daughter) (minor) as his legal heirs. The name of said Sonabai was mutated as the Landholder in capacity as a Manger of Head of the Family and also as a mother and natural guardian of legal heirs, who were minors at that point in time, in the 7/12 extract of the entire land.
- vi) As per Mutation Entry No. 6542 dated 05/07/1962, it is recorded that on the basis of Order dated 04/07/1962 in Case No. ALT/36-62, passed by the Additional Mamlatdar and Agricultural Lands Tribunal, Haveli it was held that the Provisions of the said Act were not applicable to the said Property. Hence, name of Laxman Hari Sahastrbudhye as Protected Tenant ordered to be deleted.
- vii) As per Mutation Entry No. 6558 dated 19/11/1962, it is recorded that by and under a Sale Deed dated 15/06/1962 registered with the Office of Sub-Registrar of Assurances under serial no. 943 of 1962 (i) Sonabai as Manager of Hindu undivided Family, (ii) Narendragir, (iii) Champabai (iv) Prakashagir and (v) Kamalkishor, (iv) and (v) Minors represented through their natural guardian mother Sonabai (Vendors) sold and conveyed to and unto Bajirao Bapuji Satav ("Bajirao") and Rambhau Bala Satav ("Rambhau") (Purchasers), the said Property bearing Survey No. 263 for valuable consideration and in terms thereof.
- viii) On perusal of the Deed of Conveyance dated 11/07/1994, it appears that

- a. Bajirao and Rambhau agreed at the time of purchasing the entire land that Bajirao would hold, use, occupy and enjoy the northern portion of the entire land thereof admeasuring 20 Acres equivalent to 80,937 square meters ("**Bajirao's Land**") while Rambhau would hold, use, occupy and enjoy the southern position of the entire land thereof admeasuring 12 acres and 12 gunthas equivalent to 49,776 square meters thereof ("**Rambhau's Land**"). The respective contributions of Bajirao and Rambhau towards the purchase price were made in proportion to their respective portions agreed to be held by them.
- b. The aforesaid understanding arrived at by and between Bajirao and Rambhau regarding partition of said entire land and they continued to hold their respective portions of the said entire land.
- ix) Mutation Entry No. 7200 dated 25/12/1968 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property was shown in Decimal system (Metric system).
- x) As per Mutation Entry No. 7252 dated 04/02/1970 it is recorded that, on the death of Bajirao Bapuji Satav died on 10/09/1966, names of his legal heirs viz. (i) Tukaram Bajirao Satav ("Tukaram") (son), (ii) Gyanoba Bajirao Satav ("Gyanoba") (son), (iii) Sulochana Ramrao Chawat ("Sulochana") (daughter), (iv) Subhadra Daulatrao Chawat ("Subhadra") (daughter) and (v) Rewubai Tukaram Botre ("Rewubai") (daughter), were entered on 7/12 Extracts as Landholders in respect of the land bearing Survey No. 263.
- xi) On perusal of Deed of Conveyance dated 11/07/1994, it is recorded that all the lands within the limits of the Gram Panchayat Wagholi were assigned Gat Numbers in substitution of old Survey Numbers and accordingly Survey No. 263 forming part of land was assigned Gat No. 2273 Village Wagholi.
- xii) As per Mutation Entry No. 573 dated 22/06/1981, it is recorded that by and under Sale Deed dated 23/02/1981 executed between Tukaram Bajirao Satav & Others sold and conveyed to and unto Baburao Devchandra Shah ("Baburao Shah"), portion of Gat No. 2273 (part) admeasuring 3 Hectares and 24 Ares equivalent to 32,400 square meters at and for a valuable consideration and in terms thereof.
- xiii) As per Mutation Entry No. 574 dated 22/06/1981, it is recorded that by and under Sale Deed dated 23/02/1981 executed between Tukaram Bajirao Satav & Others sold and conveyed to and unto Baburao Devchandra Shah, portion of Gat No. 2273 (part) admeasuring 2 Hectares and 43 Ares equivalent to 24,300 square meters at and for a valuable consideration and in terms thereof.
- xiv) As per Mutation Entry No. 575 dated 22/06/1981 it is recorded that, by and under Sale Deed dated 23/02/1981 executed between Tukaram Bajirao Satav & Others sold and conveyed to and unto Parima Rohipan Kasad, ("Parima"), portion of Gat No. 2273 (part) admeasuring 81 Ares equivalent to 8,100 square meters at and a valuable consideration and in terms thereof.

- xv) As per Mutation Entry No. 707 dated 29/08/1982, it is recorded that Baburao Shah divided his portion of share admeasuring 5 Hectares and 67 Ares equivalent to 56,700 square meters in equal shares amongst (i) Harilal Devchandra Shah ("Harilal") (ii) Jayantilal Devchandra Shah ("Jayantilal") (iii) Pramlal Devchandra Shah ("Pramlal") (iv) Subhashchandra Devchandra Shah ("Subhashchandra") (v) Sharad Shah ("Sharad") and (vi) Ashok Shah ("Ashok"), pursuant to the application and submission made in this behalf.
- xvi) As per Mutation Entry No. 1257 dated 24/10/1986, it is recorded that on the death of Rambhau Bala Satav died on 20/11/1984, names of his legal heirs viz. (i) Yashoda Rambhau Satav ("Yashoda") (widow), (ii) Baban Rambhau Satav ("Baban") (son), (iii) Kailas Rambhau Satav ("Kailas") (son), (iv) Vilas Rambhau Satav ("Vilas") (son), (v) Vimal Popat Hargude ("Vimal") (daughter) and (vi) Kamal Kaluram Gade ("Kamal") (daughter) were entered on 7/12 extract as Landholder in respect of land bearing Gut No. 2273/P. It is further recorded that Vimal Popat Hargude and Kamal Kaluram Gade executed affidavit and made submission to released and relinquished their respective undivided rights in respect of Gat No. 2273 (part). Hence, names of Vimal Popat Hargude and Kamal Kaluram Gade were deleted in the 7/12 extracts in respect of Gat No. 2273 (part).
- xvii) On perusal of the Sale Deed dated 15/01/2020, it is recorded that, on the death of Rewubai died on 09/10/1982, names of her legal heirs viz. (i) Subhash Tukaram Botre ("Subhash Botre") (ii) Manda Uttam Gaikwad ("Manda") and (iii) Vaishali Kaluram Pawar ("Vaishali") were entered on 7/12 extract as Landholder in respect of land bearing Gut No. 2273/P.
- xviii) As per Mutation Entry No. 1884 dated 27/09/1990, it is recorded that by and under a Deed of Sale dated 08/09/1988, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-2-14471 of 1988, (i) Yashoda Rambhau Satav, (ii) Baban Rambhau Satav, (iii) Saraswati Baban Satav, (iv) Kailas Rambhau Satav, (v) Parvati Kailas Satav, (vi) Vilas Rambhau Satav, (vii) Kantabai Vilas Satav, (viii) Tukaram Bajirao Satav, (ix) Dwarkabai Tukaram Satav, (x) Bapusaheb Tukaram Satav, (xi) Manikrao Tukaram Satav, (xii) Gyanoba Bajirao Satav, (xiii) Subhadra Gyanoba Satav, (xiv) Dattatraya Gyanoba Satav, (xv) Ramchandra Gyanoba Satav, (xvi) Vinod Gyanoba Satav (minor, represented through his father and natural guardian Gyanoba), (xvii) Sunil Gyanoba Satav (minor, represented by father and natural guardian Gyanoba Bajirao Satav), (xviii) Vimal Popat Hargude, (xix) Kamal Kaluram Gade, (xx) Sulochana Ramchandra Chavat and (xxii) Subhadrabai Daulat Chavat ('Vendors') sold and conveyed to and unto (i) Kanhaiyalal Motilal Talera ("Kanhaiyal") (ii) Prafull Kanhaiyalal Talera ("Praful") and (iii) Pramod Kanhaiyalal Talera ("Pramod") ("Purchasers") half portion of land bearing Gut No. 2273 admeasuring 6 hectares and 59 ares equivalent to 65,900 square metres out of land admeasuring 1,30,713 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein, being referred as said Property herein.
- xix) As per Mutation Entry No. 2174 dated 12/11/1990, it is recorded that pursuant to application made by Kanhaiyalal Motilal Talera stating that he purchased Gat No. 2273 of Village Wagholi and same was recorded under Mutation Entry No. 1884 dated 27/09/1989. However, there is additional area of 11 Are acquired under the said transaction. By reason whereof, land comprising Gut No. 2273 admeasuring 130713 sq.mtrs. or thereabout. In consequence thereof, the land comprising Gut no. 2273

came to be sub-divided into Gut No. 2273 Hissa No. 1 admeasuring 6 hectares 48 Ares equivalent to 64,800 square meters and Gut No. 2273 Hissa No. 2 admeasuring 6 hectares and 59 Ares equivalent to 65,900 square meters. I note that Gat No. 2273/1 admeasuring 64,800 square meters was purchased by Babulal Devchand Shah (56700 sq.mtrs.) and Parima Rohipan Kasad (8100 sq.mtrs.) under Sale Deed both dated 23/02/1981 and Gat No. 2273/2 admeasuring 65,900 square meters ("said Property") was purchased by (i) Kanhaiyalal Motilal Talera (ii) Prafull Kanhaiyalal Talera and (iii) Pramod Kanhaiyalal Talera under Deed of Sale dated 08/09/1988, registered with the Office of Sub-Registrar of Assurances under Serial no. 14471 of 1988.

- xx) As per Mutation Entry No. 3611 dated 01/08/1994, it is recorded that by and under a Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-07- 1331 of 1994 and executed between (i) Kanhaiyalal Motilal Talera, (ii) Prafull Kanhaiyalal Talera and (iii) Pramod Kanhaiyalal Talera ('Vendors') and Rajendra Sitaram Goel ('Rajendra') ('Purchaser'), whereby the Vendors sold and conveyed to and unto Rajendra Sitaram Goel ('Rajendra') ('Purchaser'), portion of the land bearing Gut No. 2273/2P area admeasuring 21,966 square metres ("**Rajendra's Land**") for valuable consideration and on such terms, covenants and conditions stated therein.
- xxi) As per Mutation Entry No. 3612 dated 01/08/1994, it is recorded that by and under a Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-07-1332 of 1994 and executed between (i) Kanhaiyalal Motilal Talera, (ii) Prafull Kanhaiyalal Talera and (iii) Pramod Kanhaiyalal Talera ('Vendors') and Umesh Sitaram Goel ('Umesh') ('Purchaser'), whereby the Vendors sold and conveyed to and unto Umesh Sitaram Goel ('Umesh') ('Purchaser') portion of the land bearing Gut No. 2273/2P area admeasuring 21,967 square metres ("**Umesh's Land**") for valuable consideration and on such terms, covenants and conditions stated therein.
- xxii) As per Mutation Entry No. 3613 dated 01/08/1994, it is recorded that by and under a Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-07-1333 of 1994 and executed between (i) Kanhaiyalal Motilal Talera, (ii) Prafull Kanhaiyalal Talera and (iii) Pramod Kanhaiyalal Talera ('Vendors') and Subhash Sitaram Goel ('Subhash') ('Purchaser'), whereby the Vendors sold and conveyed to and unto Subhash Sitaram Goel ('Subhash') ('Purchaser') portion of the land bearing Gut No. 2273/2P area admeasuring 21,967 square metres ("**Subhash's Land**") for valuable consideration and on such terms, covenants and conditions stated therein.
- xxiii) As per Mutation Entry No. 1 dated 07/02/2002 it appears that, pursuant to Letter bearing No. Bhumpam/Wadi/Subdivision/Aakarband/97 dated 29/10/1997 issued by Supritendant of Land Record, Taluka Haveli read with Order bearing No. 863 of 1997 dated 12/11/1997 issued by Tahsildar, Haveli, it was informed that land in Village Wagholi (Avalwadi) became independently /separately assess for Revenue. Hence, there was configuration of the Gut Numbers, map and assessment of Land Record of the said Village. By reason whereof, the Gut No. 2273 was renumbered and identified Gat No. 1287. However, there was no changing in Hissa Number of Gut No. 2273. Thus, land comprising Gut No. 2273/2 was assigned New Gut No. 1287/2.

- xxiv) As per Mutation Entry No. 12970 dated 02/07/2018, it is recorded that on the death of Umesh Sitaram Goel died on 20/08/2016, names of his legal heirs viz. (i) Annuj Umesh Goel ("Annuj"), (ii) Ankit Umesh Goel ("Ankit") (son), (iii) Meena Umesh Goel ("Meena") (widow) and (iv) Seema Anshul Garg ("Seema Garg") (daughter), were entered on 7/12 Extracts as Landholders in respect of New Gat No. 1287/2.
- xxv) As per Mutation Entry No. 13507 dated 15/01/2019, it is recorded that by and under a Release Deed dated 04/10/2018 registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-10-19670 of 2018 and executed between (i) Meena Umesh Goel and (ii) Seema Anshul Garg (Releasers) released and relinquished their respective undivided rights in respect of Umesh's Land forming part of said larger land in favour of (i) Anuj Umesh Goel and (ii) Ankit Umesh Goel (Releasees) as stated therein.
- xxvi) As per Mutation Entry No. 18009 dated 07/07/2022, it is recorded that on the basis of Order bearing No. RTS155/SR/262/2022 dated 13/06/2022 Leraned Talathi Haveli, Pune, wherein rectification of land comprising 1287/2 as follows:
- (i) Rajendra Sitaram Goel area 21966 sq.mtrs. or thereabout pursuant to Conveyance Deed No. 1331/1994;
  - (ii) Umesh Sitaram Goel through his legal heirs viz. Anuj Umesh Goel and Ankit Umesh Goel area 21967 sq.mtrs. or thereabout pursuant to Conveyance Deed No. 1332/1994;
  - (iii) Subhash Sitaram Goel area 21967 sq.mtrs. or thereabout pursuant to Conveyance Deed No. 1333/1994;
- xxvii) By and under Agreement for Sale dated 15/01/2020, registered with the Office of Sub-registrar of Assurances under serial no. HVL-06-545 of 2020 and executed between Subhash Botre ("Vendor") and (i) Vajjnaath Arun Bhagat ("Vajjnaath"), (ii) Navnaath Baban Jagtaap ("Navnaath") and (iii) Sachin Subhash Botre ("Sachin") ("Purchasers") wherein Vendor has agreed to sale to Purchaser portion of the land bearing Gat No. 1287/2(Part) admeasuring 80 Ares equivalent to 8000 square meters for valuable consideration and on terms, covenants and conditions stated therein.
- xxviii) By and under a Sale Deed dated 31/12/2020 executed and registered with the Office of Sub-Registrar of Offences under serial no. HVL-26-541 of 2021 dated 13/01/2021 between (i) Subhash Tukaram Botre, (ii) Manda Uttam Gaikwad and (iii) Vaishali Kaluram Pawar ("Vendors") with confirmation of (i) Sachin Subhash Botre, (ii) Anush Sachin Botre, (iii) Atharva Sachin Botre, (iv) Reshma Sachin Botre, (v) Madhukar Subhash Botre, (vi) Anagha Madhukar Botre, (vii) Arohi Madhukar Botre, (viii) Swati Madhukar Botre, (ix) Pravin Subhash Botre, (x) Shreya Pravin Botre and (xi) Usha Subhash Botre (Confirming Parties No.1) and Dattatray Baburao Jagtaap (Confirming Party No.2) and (i) Rajendra Sitaram Goel, (ii) Subhash Sitaram Goel, (iii) Annuj Umesh Goel and (iv) Ankit Umesh Goel ("Purchasers"), the Vendors sold and conveyed to and unto the Purchasers land bearing Survey No. 1287/2 (Part) (Original Survey No. 263 and Old Gut No. 2273/2) admeasuring 1 hectare and 31.80 Ares equivalent to 13,180 square meters out of land admeasuring 6 hectare and 59 Ares equivalent to 65900 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein.

- xxix) By and under a Cancellation Deed dated 08/01/2021, registered with the Office of Sub-Registrar of Assurances under Serial no. HVL-08-189 of 2021 and executed between Subhash Botre (therein referred to Party of First Part) of One Part and (i) Vajinath, (ii) Navnath, and (iii) Sachin (therein referred to as party of Second Part) of the Other Part, Subhash Botre along with Vajinath, Navnath and Sachin terminated the Sale Deed dated 15/01/2020 registered with the Office of Sub-Registrar of Assurances under serial no. HVL-06- 545 of 2020 on terms and conditions mentioned therein.
- xxx) By Deed of Exchange dated 26/08/2022 executed and registered with the Office of Sub-Registrar of Assurances, Haveli under serial No. HVL-10-22067 of 2022 between Kavita Sanjay Palesha ("Kavita") and Ankit Umesh Goel & Annuj Umesh Goel ("Goels"), wherein Goels have conveyed to Kavita by way of exchange their land bearing Gut no. 1287/2 admeasuring 3428.09 sq.mtrs. or thereabout (out of 21967 sq.mtrs.) against Kavita has conveyed her land bearing Gut No. 1282 admeasuring 3428.09 sq.mtrs. or thereabout on terms and condition stated therein.
- xxxii) Deed of Exchange dated 29/08/2022 executed and registered with the Office of Sub-Registrar of Assurances, Haveli under serial No. HVL-10-22173 of 2022 between Sanjay Maniklal Palesha ("Sanjay") and Ankit Umesh Goel & Annuj Umesh Goel ("Goel"), wherein Goel have conveyed to Sanjay by way of exchange their land bearing Gut no. 1287/2 admeasuring 3428.09 sq.mtrs. or thereabout (out of 21967 sq.mtrs.) against Sanjay has conveyed his land bearing Gut No. 1282 admeasuring 3428.09 sq.mtrs. or thereabout on terms and condition stated therein.
- xxxiii) In premise aforesaid, I note that (i) Rajendra Sitaram Goel, (ii) Subhash Sitaram Goel, (iii) Annuj Umesh Goel and (iv) Ankit Umesh Goel ("Owners") became entitled to their respective portion of the said land collectively referred herein as said land forming part of the said Property.

**(C) TRANSACTION DOCUMENTS**

- 3) By and under a Joint Development Agreement dated 01/11/2022, ("**JDA**"), executed and registered with the Sub Registrar of Assurances at Haveli-11 under Sr. No. HVL11-24654-2022, between 1) Ankit Umesh Goel, 2) Annuj Umesh Goel, 3) Rajendra Sitaram Goel, 4) Sanjay Maniklal Palesha and 5) Kavita Sanjay Palesha ("**Owners**") and Macrotech Developers Limited ("**Macrotech/Developer**"), whereunder Ankit Umesh Goel and others inter alia irrevocably granted assigned and transferred unto Developers the absolute and unencumbered rights to develop the said Property admeasuring 43933 square meters or thereabouts more particularly described in Part B of the First Schedule thereunder written together with exploiting, utilizing and consuming the whole of the Development Potential by whatever name called of/arising from the said land on terms and conditions stated therein.
- 4) Pursuant thereto, by Irrevocable Powers of Attorney dated 01/11/2022 executed and registered with the Sub Registrar of Assurances at Haveli-11 under Sr. No. HVL11-24656-2022, by 1) Ankit Umesh Goel, 2) Annuj Umesh Goel, 3) Rajendra Sitaram Goel, 4) Sanjay Maniklal Palesha and 5) Kavita Sanjay Palesha ("**Owners**") in favour of representatives / nominees of Macrotech Developers Limited ("**Developer**") whereby the Owner has appointed the Developer as a true and lawful Attorney and conferred upon the Developer powers and authorities to do and carry out all and any acts, deeds, matters



and things for and its behalf and in its name for development of the said land as stated therein in terms of Joint Development Agreement.

- 5) Simluntaneously, letter dated 01/11/2022 by and between 1) Ankit Umesh Goel, 2) Annuj Umesh Goel, 3) Rajendra Sitaram Goel, 4) Sanjay Maniklal Palesha and 5) Kavita Sanjay Palesha as well as Macrotech Developers Limited wherein the said Ankit Umesh Goel & 4 others on one hand and Macrotech Developers Limited on other hand have inter alia clarified and recorded certain details with regard to the said Joint Development Agreement as stated therein and which forms integral part of the Joint Development Agreement.
- 6) Another, by and under Letter dated 01/11/2022 by 1) Ankit Umesh Goel and 2) Annuj Umesh Goel addressed to Macrotech Developers Limited wherein the said Ankit Umesh Goel & 4 others have inter alia undertaken that they shall released and redeemed Indenture of Mortgage dated 24/08/2019 registered with the Office of Sub Registrar of Assurances under serial no. HVL-23-17483 of 2019 executed between (1) Meenamani Ganga Builders (therein referred to as Borrower) of First Part, (2) Annuj Goel (therein referred to as the 'Obligor 1') of the Second Part, (3) Ankit Goel (therein referred to as the 'Obligor 2') of the Third Part, (4) GGLB Estates (therein referred to as the 'Obligor 3') of Fourth Part (all herein collectively referred to as Mortgagors) and Piramal Trusteeship Services Limited (therein referred to as 'Security Trustee/Mortgagee') of the Other Part, ('Piramal Mortgage Deed') by 30<sup>th</sup> November, 2022.
- 7) By and under a Release Deed (Without Consideration) dated 12<sup>th</sup> January, 2023 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-6-779 of 2023 and executed between Subhash and Rajendra (therein referred to as Releasors) of the One Part and Anurag Subhash Goel ("Anurag"), Ammul Rajendra Goel ("Ammul"), Ankit and Annuj (therein referred to as Releasees) of the Other Part, where under Releasor No. 1 has released and renounced to Releasees his undivided share admeasuring 19792 sq.mtrs. or thereabout in the said Property comprising in Survey No. 1287/2 of Village Wagholi (i) Anurag Subhash Goel admeasuring 2175 sq.mtrs. or thereabout, (ii) Ammul Rajendra Goel admeasuring 8809 sq.mtrs. or thereabout and (iii) Annuj Umesh Goel & Ankit Umesh Goel admeasuring 8808 sq.mtrs. or thereabout and Releasor No. 2 has released and renounced to Releasee viz. Ammul Rajendra Goel his undivided share admeasuring 6578 sq.mtrs. or thereabout in the said Property comprising in Survey No. 1287/2 of Village Wagholi as stated therein and delineated on plan attached thereto on terms and conditions stated therein.
- a) Subhash has thereby released 2,175 square metres (from and out of his share of the said Property being 21,967 square metres) without consideration to Anurag;
- b) Subhash has thereby released 8,809 square metres (from and out of his share of the said Property being 21,967 square metres) without consideration to Ammul;
- c) Subhash has thereby released 8,808 square metres (from and out of his share of the said Property being 21,967 square metres) without consideration to Ankit and Annuj;
- d) Rajendra has thereby released 6,578 square metres (from and out of his share of the said Property being 21,967 square metres) without consideration to Ammul.
- 8) In premise aforesaid, I note that the Present Owners became entitled to said Property collectively as the owners thereof and became entitled to the undivided shares therein to the following extent:

Sr. No.	Name of the Owner	Area (in Square Meter)
1	Rajendrs	15389
2	Subhash	2175

3	Ankit and Anuj	23918
4	Kavita	3428.09
5	Sanjay	3428.09
6	Anurag	2175
7	Ammul	15387

- 9) Pursuant thereto Power of Attorney dated 12<sup>th</sup> January, 2023 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-6-780 of 2023 and executed by Subhash Sitaram Goel in favour of Rajendra Sitaram Goel whereby Subhash Sitaram Goel has appointed Rajendra Sitaram Goel as his constituted attorney for development of the said Property mentioned in Schedule thereunder written and obtaining sanctioned plans and approvals in respect of land admeasuring 17,617 square metres forming part of the said Property. I am unable to ascertain how is Subhash the owner of entire 21,967 square metres when he has already released area admeasuring 19,792 square metres to Ammul, Anurag, Ankit and Umesh by and under the above Release Deed. The area released to Ammul, Ankit and Umesh measure in the aggregate 17,617 square metres and if this area is released to Ammul, Ankit and Umesh, then why and how the Power of Attorney from Subhash to Rajendra cannot be ascertained.
- 10) Pursuant to the aforesaid Release Deed, a First Supplemental Agreement dated 31<sup>st</sup> March, 2023 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-11-7559 of 2023 has been executed between (i) Ankit, (ii) Annuj, (iii) Rajendra, (iv) Sanjay, and (v) Kavita (therein referred to as Owners/Confirming Parties) of the First Part; MDL (therein referred to as Developer) of Second Part and Ammul (therein referred to as Owner) of Third Part and in terms thereof, the following interalia been agreed by and between the Parties:
- Development rights in respect of an additional area admeasuring 8,808 square meters forming part of the said Property and owned by Annuj and Ankit and additional area admeasuring 8,809 square meters forming part of the said Property owned by Ammul admeasuring in the aggregate 17,617 square meters have been granted unto MDL as a consequence thereof, the land plate of the Developable Property under the JDA stood revised by way of increase to 61,550 square meters (**"Revised Developable Property"**).
  - The Balance Land described in JDA stood revised by way of a decrease to 4,350 square meters (**"Revised Balance Land"**) and the same owned by Subhash to the extent of 2,175 square meters and Anurag to the extent of 2,175 square meters respectively.
  - The interse revenue sharing ratio of the owners of the Revised Developable Property has been revised in the manner stated in the First Supplemental Agreement, however the revenue sharing ratio between the owners and MDL remained unchanged.
  - The Project FSI as defined in the JDA stood revised to 79,979.27 square meters.
- 11) An Irrevocable Power of Attorney dated 31<sup>st</sup> March, 2023 has been executed by (i) Ankit, (ii) Annuj, (iii) Rajendra, (iv) Sanjay, (v) Kavita and (vi) Ammul in favour of MDL and the same is registered with the Office of Sub-Registrar of Assurances under serial No. HVL-11-487561 of 2023 and thereby, (i) Ankit, (ii) Annuj, (iii) Rajendra, (iv) Sanjay, (v) Kavita and (vi) Ammul have irrevocably nominated, constituted and appointed MDL acting through any of its nominee or authorized representatives or directors to be their true and lawful attorney in order to do, execute and perform all acts, deeds, matters and things on their behalf as may be necessary in respect of the Revised Developable Property.

**(D) Revenue Records**

- 12) Online digital certified 7/12 Extracts (Record of Rights) for the year 2021 uploaded on Portal of <https://bhulekh.mahabhumi.gov.in/> reflects name of Rajendra Sitaram Goel admeasuring 21966 sq.mtrs. or thereabout, Subhash Sitaram Goel admeasuring 21967 sq.mtrs. or thereabout, Ankit Umesh Goel and Anuj Umesh Goel admeasuring 21967 sq.mtrs. or thereabout in respect of said Property in Wagholi Village as the Land Holders. Tenure of land is shown as Occupational Class-I.
- 13) By and under said Declaration I have been informed that the charge of encumbrance for Rs. 2,32,008.45/- in name of Subhash Sitaram Goyal recorded in the other rights column of 7/12 Extracts only affects the portion that owned by Mr. Subhash Sitaram Goyal and in any manner is not affecting right, title and interest to the shares of other present owners viz (i) Mr. Ankit Umesh Goel; (ii) Mr. Annuj Umesh Gol; (iii) Mr. Rajendra Sitaram Goel; (iv) Mr. Sanjay Maniklal Palesha and (v) Mrs. Kavita Sanjay Palesha (vii) Anurag Subhash Goel and (iv) Ammul Rajendra Goel.
- 14) I have also not been furnished with Village Form 8A in respect of the said Property.
- 15) I note that the 7/12 Extract / revenue records are not updated to show the names of the present owners i.e. the name of (i) Rajendra Goel as the holder of area admeasuring 15,389 square meters, (ii) Subhash Goel as the holder of area admeasuring 2,174 square meters, (iii) Anurag Subhash Goel as the holder of area admeasuring 2,175 square metres, (iv) Ammul Rajendra Goel as the holder of area admeasuring 15,387square metres, (v) Ankit Umesh Goel and Annuj Umesh Goel as the holders of area admeasuring 23,918square metres (vi) Kavita Palesha as the holder of area admeasuring 3,428.09 square meters and (vii) Sanjay Palesha as the holder of area admeasuring 3,428.09 square meters.

**(E) MORTGAGE**

- 16) By and under Indenture of Mortgage dated 24/08/2019 registered with the Office of Sub Registrar of Assurances under serial no. HVL-23-17483 of 2019 executed between (1) Meenamani Ganga Builders (therein referred to as Borrower) of First Part, (2) Annuj Goel (therein referred to as the 'Obligor 1') of the Second Part, (3) Ankit Goel (therein referred to as the 'Obligor 2') of the Third Part, (4) GGLB Estates (therein referred to as the 'Obligor 3') of Fourth Part (all herein collectively referred to as Mortgagors) and Piramal Trusteeship Services Limited (therein referred to as 'Security Trustee/Mortgagee') of the Other Part, ("Piramal Mortgage Deed") Mortgagors thereby created security interest over mortgaged property inter alia the portion of the said Property as First ranking exclusive charge in favor of the Mortgagee.

**(F) LITIGATION**

- 17) I note that a Special Civil Suit No. 1042 of 2022 has been filed before the Court of Civil Judge, Senior Division, Pune Suresh Baban Satav, Narsingh Baban Satav, Tushar Vilas Satav and Rahul Kailas Satav ("Plaintiffs") against Prafull Kanhaiyalal Talera, Pramod Kanhaiyalal Talera, Rajendra Sitaram Goel, Ankit Umesh Goel, Annuj Umesh Goel, Subhash Sitaram Goel, the family members of Babulal Devchand Shah, Baban Rambhau Satav, Kailas Rambhau Satav, Vilas Rambhau Satav, Yashodabai Rambhau Satav and Others ("Defendants") for Partition, Separate Possession and Declaration of Cancellation of Sale Deeds. On perusal of the documents and papers furnished to me in this connection. I note that in the said Suit filed by the Plaintiff under Provisions of Specific Relief Act, 1963 and provision under Section 6 of Hindu Succession Act. In this Suit Goel's are made parties Defendant No. 3 to 6. The Goel's have filed an Application under

Order 7 Rule 11 of CPC on 17<sup>th</sup> June, 2022 in the said Suit for rejection of Plaint. Grounds for rejection (i) Barred by law of limitation, (ii) There is no cause of action and (iii) No locus standi to file the Suit. There is no Interim Order passed against the said Property at all.

18) I have been furnished with papers in respect of Special Civil Suit 585 of 2022 filed by (i) Prabhavati Dashrat Bhotre, (ii) Shakuntala Vishwas Chavat, (iii) Sunanda Ganpat Chavat, (iv) Sanjay Tukaram Satav ("Plaintiffs") against Tukaram Satav since deceased his legal heirs (i) Bapusaheb Tukaram Satav ("Defendant No.1"), (ii) Manikrav Tukaram Satav ("Defendant No.2"), (iii) Vishwas Ramrao Chavat ("Defendant No.3"), Balasaheb Ramrao Chavat since deceased his legal heir (iv) Vandana Balasaheb Chavat, ("Defendant No. 4") (v) Kajal Alankar, ("Defendant No. 5") (vi) Kanifnath Ramrao Chavat, ("Defendant No. 6") (vii) Chanhban Ganpat Kalbhor, ("Defendant No. 7") (viii) Santosh Ganpat Kalbhor, ("Defendant No. 8") (ix) Devki Shankar Kalbhor, ("Defendant No. 9") (x) Neeta Balasaheb Kale, ("Defendant No. 10") (xi) Subhadrabai Daulatrao Chavat, ("Defendant No. 11") (xii) Gyanoba Bajirao Satav ("Defendant No. 12"), Rewubai Tukaram Bhotre since deceased her legal heirs (xiii) Subhash Tukaram Bhotre, ("Defendant No.13") (xiv) Manda Uttam Gaikwad, ("Defendant No. 14") (xv) Vaishali Kaluram Pawar ("Defendant No. 15"), Kanhaiyalal Motilal Talera since deceased his legal heirs (xvi) Praful Kanhaiyalal Talera, ("Defendant No. 16") (xvii) Vasumati Pramod Talera, ("Defendant No. 17") (xviii) Arihant Pramod Talera, ("Defendant No.18") (xix) Rajendra Seetaram Goyal ("Defendant No. 19"), Umesh Sitaram Goyal since deceased (xx) Anuj Umesh Goyal ("Defendant No. 20"), (xxi) Ankit Umesh Goyal, ("Defendant No. 21") (xxii) Subhash Sitaram Goyal ("Defendant No. 22") ("Defendants") before Civil Court Senior Division, Pune ("Civil Suit 585") in respect of said Property. I note that in the said Suit filed by the Plaintiff under Provisions of Specific Relief Act, 1963 and provision under Section 6 of Indian Succession Act. In this Suit Goel's are made parties Defendant No. 19 to 22. The Goel's have filed an Application under Order 7 Rule 11 of CPC on 17<sup>th</sup> June, 2022 in the said Suit for rejection of Plaint. The Defendant No. 19 to 21 filed an Application under Order 7 Rule 11 of CPC on 05<sup>th</sup> April, 2022 in the said Suit praying that the application may be allowed and Plaint may kindly be rejected. There is no Interim Order passed against the said Property at all.

19) I have been furnished with papers pertaining to Special Civil Suit No. 595 of 2022 filed by (i) Prabhavati Dashrat Bhotre, (ii) Shakuntala Vishwas Chawat, (iii) Sunanda Ganpatrao Chawat, (iv) Sanjay Tukaram Satav ("Plaintiff") against (i) Bapusaheb Tukaram Satav ("Defendant No.1"), (ii) Manikrav Tukaram Satav ("Defendant No.2"), (iii) Vishwas Ramrao Chawat ("Defendant No.3"), Balasaheb Ramrao Chavat since deceased his legal heir (iv) Vandana Balasaheb Chavat, ("Defendant No.4") (v) Kajal Alankar, ("Defendant No.5") (vi) Kanifnath Ramrao Chavat, ("Defendant No. 6") (vii) Chanhban Ganpat Kalbhor, ("Defendant No.7") (viii) Santosh Ganpat Kalbhor, ("Defendant No. 8") (ix) Devki Shankar Kalbhor ("Defendant No.9"), (x) Neeta Balasaheb Kale ("Defendant No.10"), (xi) Subhadrabai Daulatrao Chavat ("Defendant No.11"), (xii) Gyanoba Bajirao Satav ("Defendant No.12"), Rewubai Tukaram Bhotre since deceased her legal heirs (xiii) Subhash Tukaram Bhotre ("Defendant No.13"), (xiv) Manda Uttam Gaikwad ("Defendant No.14"), (xv) Vaishali Kaluram Pawar ("Defendant No.15"), Kanhaiyalal Motilal Talera since deceased his legal heirs (xvi) Praful Kanhaiyalal Talera ("Defendant No.16"), (xvii) Vasumati Pramod Talera ("Defendant No.17"), (xviii) Arihant Pramod Talera ("Defendant No.18") ("Defendants") before Civil Court Senior Division, Pune ("Suit 595 of 2022") in respect of area admeasuring 3212 square meters forming part of said Property ("Suit Property"). I note that in the said Suit filed by the Plaintiff under Provisions of Specific Relief Act, 1963 and provision under Section 6 of Indian Succession Act. In this Suit Taler's are made parties Defendant No. 16 to 18. There is no Interim Order passed against the said Property at all.

20) I note that the Suits are at stage of awaiting summons or otherwise. By and under the said Declaration, I have been informed by the Present Owners that there has been no

restraint order / injunction/ adverse order passed in the said Suits and in no manner the rights, title and interests of the Present Owners and/or the development rights of MDL are affected / will be affected by the said Suits. There is no Interim Order passed against the said Property at all in any of the Suits.

- 21) Since verifying pending litigations in respect of the said property become difficulty due to various reasons including (i) litigation can be filed /instituted in various fora depending upon the relief claimed and/or (ii) records of litigation maintained by the courts and other authorities judicial or otherwise are not updated nor maintained descriptively and no easily available /accessible and/or (iii) there are no registers maintained in respect of matters referred to Arbitration, I have not conducted any searches before any court of law or before any other authority (Judicial or otherwise ) to verify whether the property is subject matter of any litigations and have relied on the representations of the client/Company and same detailed in my Legal Title Report annexed hereto.
- 22) I note that a Notice of Lis Pendency dated 16<sup>th</sup> June, 2022 has been filed by Mr. Tushar Vilas Satav in respect of Suit No. 1042/2022 and the same is registered with the Office of Sub-Registrar of Assurances under serial no. HVL-07-8922 of 2022 on 16<sup>th</sup> June, 2022.
- 23) I also note that a Notice of Lis Pendency dated 30<sup>th</sup> January, 2023 has been filed by Mr. Sanjay Tukaram Satav in respect of Suit Nos. 585 of 2022 and 595 of 2022 and the same is registered with the Office of Sub-Registrar of Assurances under serial no. HVL-05-2026 of 2023 on 31<sup>st</sup> January, 2023.

**(G) SEARCHES:**

**i) SEARCH OF LAND RECORD IN THE OFFICE OF CONCERNED SUB REGISTRAR**

- 24) Dhaval & Vussonji have caused searches to be carried out for the records maintained by the Office of the Sub-Registrar of Assurances in respect of the said Property for the period from the year 1972 to 2022 (i.e. 50 years) and have been provided with the Search Report dated 4<sup>th</sup> December, 2022 issued by Mr. Rajendra Jaigude, Advocate and period from the year 2021 to 2023 and have been provided with the Search Report dated 31<sup>st</sup> March, 2023 issued by Simply Cersai. On perusal thereof I note that, in addition to the documents mentioned hereinabove, the following additional deed/document is reflected herein:

- 23.1 Agreement dated 04/05/2021 registered with the Office of Sub-Registrar of Assurances under serial No. 10970 of 2021 and executed between Ramkrushna Hemchandra Satav (as Consenting Party), Satyavan Hemchandra Satav (as Consenting Party), Rajendra Sitaram Goel through Power of Attorney holder Danial Kadam; Anuj Umesh Goel and Ankit Umesh Goel through their Power of Attorney holder Shailendra Ghadi; and Subhash Sitaram Goel through its Power of Attorney holder Ashok Gade with Hemchandra Dashrath Satav.

I have not been furnished with the copy of the aforesaid Agreement dated 04/05/2021. By and under said Declaration, Owners declared and confirmed that the aforesaid Agreement dated 04/05/2021 does not (i) pertain to the said Property; and/or (ii) affect the rights, title and interest of Owners in respect of the land bearing Gut No 1287/2.

On perusal of the Search Report dated 4<sup>th</sup> December, 2021 issued by Mr. Rajendra Jaigude, Advocate I further note that, the following registered

documents as recorded aforesaid are not reflected in the Search Report and the reason thereof has been cited by Mr. Rajendra Jaigude, Advocate to be that the condition of the Index II register is not satisfactory, all books of the Index II register are in loose sheet, torn and not properly maintained.

- 23.2 Deed of Sale dated 08/09/1988 registered with the Office of Sub-Registrar of Assurances under serial No. 14471 of 1988.
- 23.3 Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under serial No. 1331 of 1994.
- 23.4 Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under serial No. 1332 of 1994.
- 23.5 Deed of Conveyance dated 11/07/1994, registered with the Office of Sub-Registrar of Assurances under serial No. 1333 of 1994.
- 23.6 Release Deed dated 09/10/2018, registered with the Office of Sub-Registrar of Assurances under serial No. 19670 of 2018.
- 23.7 Sale Deed dated 31/12/2020, registered with the Office of Sub-Registrar of Offences under serial No. 541 of 2020.

ii) **CERSAI Search Report:**

- 25) I have seen Search Report dated 03/04/2023 by Simply Cersai related to searches caused by Dhaval Vussonji, Advocates & Solicitors on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of said Property. On perusal of aforesaid Search Report, I note that no charges have been found in respect of the said Property.

iii) **ROC Search Report:**

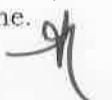
- 26) I have relied upon ROC Search Report dated 12/07/2023, issued by Sharatkumar Shetty & Associates Practising Company Secretary for Online Search taken on the Portals of Ministry of the Company Affairs (MCA) with regard to the Record of Index of charges on the said Property in the records of Registrar of Companies by Macrotech Developers Limited. Upon perusal of the Search Report, I note that the Search Report does not reveal any adverse entry/ies in respect of the said Property.

iv) **Litigation Search Report:**

- 27) I have not taken independent Search of litigation filed for and against the said Company in respect of the said Property in Court of Law or before any other authority (Judicial or otherwise) to verify whether the said Property is subject matter of litigation. I have relied upon the said Declaration declaring therein none of the litigations and proceedings pertains to the said Property and affect right, title and interest of the said Property.

(H) **Zoning**

- 28) I have been furnished with a Zone Certificate dated 18<sup>th</sup> March, 2019 bearing No. Ja.kra. PMRD/Village Wagholi/Old Gat No. 2273/36061 issued by Pune Metropolitan Region Development Authority stating that the said Property then was falling into the category of Agricultural Zone.





- 29) I have been furnished me with a Notification dated 27<sup>th</sup> May, 2019 bearing No. TPA-1814/655/Pra.kra 212 and 213/14/Niv-13 issued by the Government of Maharashtra, Urban Development Department, Mantralaya, Mumbai ("said Notification") whereby the allocation of land inter alia bearing Gat no. 1287 was changed from Agricultural/No development Zone to Residential Zone subject to interalia terms and conditions mentioned below:
- 29.1 To get the layout of the land approved from Pune Metropolitan Region Development Authority as per sanctioned Development Control Regulation.
- 29.2 The Landowner/developer shall develop internal roads, open spaces, amenities spaces at its own cost. It shall be necessary to provide compound wall around open spaces and amenities spaces.
- 29.3 All the necessary basic infrastructure for civic amenities such as potable and sufficient water supply, sewerage system, solid waste management, waste water treatment plant etc. required for the development of the land shall be made available by the landowner/developer at his own cost.
- 29.4 In the amenity space, development/construction of amenity shall be made available by the Land Owner/Developer as suggested by the Pune Metropolitan Region Development Authority.
- 29.5 If the lands under modification are proposed to be developed by way of plotted layout, then sale of plots under such layout shall be monitored by the Pune Metropolitan Region Development Authority in relation to development of civic amenities as per the stages given therein. If Group Housing scheme is proposed in the layout then the stages of development of civic amenities and permissible sale of tenements shall be as mentioned therein and Occupation Certificate shall not be given unless civic amenities specified by the Pune Metropolitan Region Development Authority are fully developed. In case of non-compliance, Layout and Non-Agricultural permission shall be liable to be cancelled.
- 29.6 Development shall not be permissible on any land having slope equal to or steeper than 1:5 and on such land shall be considered for development not shall the FSI of such land be permissible.
- 29.7 It shall be binding on the Landowner/Developer to provide an approach road of requisite width as per the Regulations at his own cost.
- 29.8 The Land Owner/Developer shall not construct the compound wall on the boundary of nala without obtaining the building permission from the Competent Authority after finalization of the boundaries of the Lands as per the N.A. Order.
- 29.9 If the requisite fee and premium is not deposited by the concerned landowners (including the owner of the subject property) up to 06/03/2019 then such lands are deemed to be deleted from the process of modification and considered to be included in the Agricultural and No development zone.
- 29.10 If the conditions as laid down in the Notification dated 27<sup>th</sup> May, 2019 are not fulfilled by the Owners, then the land bearing Gat No. 1278/2 along with other Gat Nos. will get deleted from the process of modification from Agricultural/No development Zone to Residential Zone and they shall be included in the Agricultural and No development zone.

By and under said Declaration, it is confirmed and declared that all aforesaid terms and conditions mentioned in the said Notification have been fully complied with. I recommend technical diligence be undertaken in this regard.

**(I) Development Plan and Remarks (DP Plan & Remarks)**

- 30) I have not been furnished with any DP Plan and Remarks issued by Pune Municipal Corporation / Pune Metropolitan Region Development Authority for the said Property. I recommend technical diligence in this regard.

**(J) Public Notice**

- 31) Dhaval Vussonji, Advocate & Solicitors has given Public notice on 29/01/2022 in the Economic Times (Pune Classified Edition) and Maharashtra Times (Pune Classified Edition) calling for third party claims, if any, to the said Property and I have not received claims/objections pursuant thereto. I have not issued afresh Public Notice for this Legal Title Report.

**(K) Other Observations**

- 32) I have been furnished with the documents mentioned herein above. I note that the same are in the custody of the Present Owners. By and under the said Declaration, I have been informed that, the same are in the custody and possession of the person/party mentioned against each of the title deed and the same have not been deposited with any bank/lender or any third party. By and under the said Declaration I have been informed that, save and except the documents specified hereinabove, there are no other original documents of title in relation to the said Property.
- 33) I have been furnished with any Non-agricultural Taxes ("NA Taxes") Assessment bills in respect of the said Property and receipts evidencing payments thereof.
- 34) I have been furnished with any Property Tax Assessment bills in respect of the said Property and receipts evidencing payments thereof.
- 35) I have not been furnished with any water connection bills in respect of the said Property and receipts evidencing payments thereof.
- 36) I have not been furnished with any water connection bills in respect of the said Property and receipts evidencing payments thereof.
- 37) By and under the said Declaration, I have been informed inter alia that:
- 37.1 The Present Owners are the sole and absolute owners of the said Property.
- 37.2 MDL is solely, absolutely and exclusively entitled to the development rights in respect of the said Property.
- 37.3 The title of the Present Owners in respect of the said Property is free, clear and marketable free from all encumbrances of whatsoever nature (except the development rights in respect of the Revised Developable Property created in favour of MDL).
- 37.4 The development rights in respect of the Revised Developable Property is free, clear and marketable free from all encumbrances of whatsoever nature.


- 37.5 The Present Owners have duly paid the entire consideration under the title deeds/documents by and under which the said Property was purchased by it from its predecessors-in-title and such title deeds/documents are valid, subsisting and binding and the same have neither been cancelled nor revoked
- 37.6 MDL is in the sole, exclusive and uninterrupted use, occupation and lawful possession of the Revised Developable Property.
- 37.7 Anurag and Subhash are in the sole, exclusive and uninterrupted use, occupation and lawful possession of the Revised Balance Land.
- 37.8 No other person or party has any share, right, title, interest, claim or demand into over or upon the said Property or any part thereof either by way of sale, assignment, development rights, exchange, charge, mortgage, gift, trust, bequest, tenancy, possession, inheritance, caretaker, leave and license, lien or otherwise howsoever and further, there are no persons claiming rights to the said Property or any part thereof as lessees, licensees or otherwise howsoever.
- 37.9 Save and except for the charges/mortgages created by and under the Existing Mortgage Deed, there is no other mortgages/charges have been created on the said Property or any part thereof.
- 37.10 Save and except for the litigation recorded hereinabove, there are no suit/s or any proceeding/s or litigations including but not limited to legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, any lis pendens, claims, actions or governmental investigations of any nature pending or, threatened against or with respect to the said Property or any part thereof.
- 37.11 No prohibitory orders, impediment, restraint or injunction passed by any Court of Law or by any Revenue Body or Authority or Tribunal restraining Owners from holding and/or developing the said Property.
- 37.12 The said Property has sufficient motor able access from a public road.
- 37.13 The said Property is demarcated and surveyed and there is no dispute as to the boundaries of the said Property.
- 37.14 There are no letters/orders/notices issued in respect of the said Property or any portion thereof under the provisions of the Urban Lands (Ceilings and Regulation) Act, 1976.
- 37.15 Neither the said Property nor any part thereof is subject to any easementary rights or right of way or any restrictive covenants or otherwise.
- 37.16 Neither the said Property nor any portion thereof is subject to any acquisition proceeding by the State Government or any other Government Authority.
- 37.17 There is/are no religious structure/s on the said Property.
- 37.18 There are no electricity sub-stations, underground pipes etc. running through the said Property or any portion thereof.
- 37.19 Neither the said Property nor any part thereof falls within 100 meters of heritage buildings and/or within a heritage precinct.
- 37.20 Neither the said Property nor any part thereof is affected by forest reservation.

- 37.21 Neither the said Property nor any part thereof abuts any defence area.
- 37.22 All taxes including charges, premiums (for transfer or otherwise), rents, demands, claims, revenue, cesses, penalties and all other dues and outstanding towards any municipal authority, the government and/or any other entity including but not limited to water, electricity, municipal charges, etc. in respect of the said Property and its development thereof have been paid in full as on the date hereof and there are no arrears in respect thereof.
- 37.23 There are no contingent liabilities in the books of the Present Owners and/or MDL which may attach to the said Property.

**(L) Conclusion**

- 38) On the basis of and relying upon the perusal photocopies of relevant (i) Title documents particularly Joint Development Agreement dated 25/11/2022 and First Supplemental Agreement dated 13/04/2023; (ii) Revenue Records as uploaded on Portals of <https://bhulekh.mahabhumigov.in/>; (iii) Land Search Reports of Mr. Rajendra Jaigude and Simply Cersai (iv) Search Data of Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record and (v) Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited and (vi) Joint Declaration cum Indemnity dated 27<sup>th</sup> June 2023 executed by Ankit Umesh Goel and 5 others (Owners), as well and relying on representations, information and explanation gathered in connection therewith in respect of said Property and Company, I am of the opinion that
- 1) (i) Ankit Umesh Goel & Anuj Umesh Goel (8808 sq.mtrs.) and (ii) Ammul Rajendra Goel (8809 sq.mtrs.) are respective the Co-Owners of respective portion the said Property as stated herein.
  - 2) subject to pending litigation mentioned in Clause No. 17 to 23 of Part F and subsisting mortgage mentioned in Clause No. 16 of Part E of Annexure-A hereto, in view of what is set out in Annexure-A and on the basis of findings set out in Annexure-A-Flow of Title hereto, title of Macrotech Developers Limited, as the Promoter/Developer for development of the said Property is clear, marketable and without any encumbrances and Macrotech Developers Limited well and sufficiently entitled to development rights in respect of the said Property, pursuant to the First Supplemental Agreement dated 31/03/2023 to Joint Development Agreement dated 25/11/2022 BETWEEN Ankit Umesh Goel and 4 others (Owners/Confirming Parties) and Macrotech Developers Limited (Developer).

Dated this 25<sup>th</sup> day of July, 2023.

  
(Pradip Garach)  
Advocate, High Court Bombay