

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 pieces and parcels

Survey No. / Hissa No.	Total Area as per 7/12 Extract (in sq. mtrs)	Area as per Joint Development Agreement (in sq. mtrs) Said Property	Area over which PSCL / PPPL / LSPL has title (in sq. mtrs) Larger Property	Defined Term
126/1	3,800	3471	3,800	First Property
126/2	3,900	3571	3,900	Second Property
126/3	14,600	00	1,800	Third Property
127/1	2,100	00	2,100	Fourth Property
127/2	7,700	6000	7,700	Fifth Property
127/3	3,000	3000	3,000	Sixth Property
127/4	3,200	3200	3,200	Seventh Property
128/1/1	3,600	3279	3,600	Eighth Property
128/1/2	3,600	3279	3,600	Ninth Property
Total		25800	32,700	

admeasuring 25800 sq.mtrs. or thereabout ("the said Property") out of Larger Property admeasuring 32700 sq.mtrs. or thereabout ("the said Larger Property"), lying being and situate at Village Hinjawadi, Taluka Mulshi and District Pune (for the sake of brevity individually referred to as "First Property to Ninth Property" and briefly collectively referred to as "the said Larger Property").

- 1) I have investigated the title of the said Property vis-à-vis the said Larger Property at the request of (i) 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 and (ii) Precisehomes Constructions Private Limited a company incorporated under the Companies Act, 2013, having its registered office at L-111, Drams the Mall, Bhandup West, Mumbai, ("Companies") and inter alia on the basis and relying upon the perusal of (i) photocopies of certain documents of title and papers as made available to me; (ii) revenue records; (iii) Unregistered Joint Development Agreement dated 14th February, 2023 executed between PSCL, PPPL, LSPL and MDL and Precisehome coupled with Irrevocable Power of Attorney of even dated executed between PSCL, PPPL, LSPL in favour of MDL and Precisehome; (iv) Sub-Registrar Office (SRO) Search Report dated 10th September, 2022 issued by Mr. Rajendra Jaigude, Advocate in respect of the said Larger Property; (v) Registrar of Companies (ROC) Search Report dated 30th August, 2022 in respect of Paranjape Schemes (Construction) Limited ("PSCL"), ROC Search Report dated 30th August, 2022 in respect of P.S.C. Properties Private Limited ("PPPL") and ROC Search Report dated 20th September, 2022

in respect of Linker Shelter Private Limited ("LSPL"), all issued by Simply CERSAI; (vi) Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) Report dated 5th September, 2022 in respect of PSCL, CERSAI Report dated 5th September, 2022 in respect of PPPL and CERSAI Report dated 5th September, 2022 in respect of LSPL, all issued by Simply CERSAI; (vii) CERSAI Report dated 5th September, 2022 issued by Simply CERSAI in respect of the said Larger Property; (viii) Litigation Search Reports dated 6th September 2022, 30th August 2022 and 22nd September, 2022 in respect of PSCL, PPPL and LSPL respectively, all issued by Karza Technologies in respect of FFR; and (ix) Declaration cum Indemnity dated 5th January, 2023 executed by PSCL; PPPL and LSPL (collectively "the Paranjape Group"), in respect of the said Larger Property ("**said Declaration**"), I have to state as follows:

2) **Description of the Property**

ALL THAT pieces and parcels of Property detailed whereof are as follows :-

Survey No. / Hissa No.	Total Area as per 7/12 Extract (in sq. mtrs)	Area as per Joint Development Agreement (in sq. mtrs) Said Property	Area over which PSCL / PPPL / LSPL has title (in sq. mtrs) Larger Property
126/1	3,800	3471	3,800
126/2	3,900	3571	3,900
126/3	14,600	00	1,800
127/1	2,100	00	2,100
127/2	7,700	6000	7,700
127/3	3,000	3000	3,000
127/4	3,200	3200	3,200
128/1/1	3,600	3279	3,600
128/1/2	3,600	3279	3,600
Total		25,800	32,700

admeasuring 25800 sq.mtrs. or thereabout ("the said Property") out of Larger Property admeasuring 32700 sq.mtrs. or thereabout ("the said Larger Property"), lying, being and situated at Village Hinjewadi, Taluka Mulshi and District Pune ("the said Larger Property").

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

- i) Sale Deed dated 22nd June, 1978 executed and registered under Serial No. MVL-577 of 1978 with the Office of Sub Registrar of Assurances Mulshi by and between Chandrabhaga Gyanu Jambhulkar (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser), for sell and convey the property bearing Survey No. 127/1 admeasuring 708.19 square metres or thereabout and Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout.
- ii) Sale Deed dated 21st June, 1980 executed and registered under serial no MVL-916 of 1980 with the office of Sub-Registrar of Assurances by and between Nathu Narayan Sakhare (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 700 sq.mtrs. or

- thereabouts and Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- iii) Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-201-1981 with the Office of Sub-Registrar of Assurances by and between Sopan Baburao Jambhulkar (Vendor) in favour of Vithal Baburao Jhambulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 700 sq.mtrs. or thereabouts and Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- iv) Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Vithal Baburao Jambhulkar (Purchaser) for sell and convey portion of the property bearing Survey No. 128/1/1 and 128/1/2.
- v) Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances Maval, by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Gyanoba Jambhulkar (Purchaser) for sell and convey the property bearing Survey No. 126/1 and 126/2.
- vi) Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-206 of 1981 with the Office of Sub-Registrar of Assurances Maval, by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Devran Baburao Jambhulkar (Purchaser), for sell and convey the property bearing Survey No. 126/2.
- vii) Sale Deed dated 27th January, 1981 executed between Baburao Keshavrao Jhambulkar (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser), for sell and convey portion of the property bearing Survey No. 128/1/1.
- viii) Sale Deed dated 25th January, 1983 executed and registered under serial No. MVL-156-1983 with the Office of Sub-Registrar of Assurances by and between Sopan Bala Hulawale & others (Vendors) in favour of Gyanoba Baburao Jhambulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 1400 sq.mtrs. or thereabouts.
- ix) Sale Deed dated 15th October, 1986 executed and registered under serial No. 2553 of 1986 with the Office of Sub-Registrar of Assurances by and between Sopan Bala Hulawale & Others (Vendors) and Vithal Baburao Jambhulkar (Purchaser), for sell and convey property bearing Survey No. 127/3.

- x) Release Deed dated 24th March, 2003 executed and registered under serial No. MLS-1321 of 2003 with Office of Sub Registrar and Assurances Mulshi, by and between Savitribai Vithoba Jambhulkar (Releasor) in favour of (i) Vasant Vithoba Jambhulkar, (ii) Digambar Vithoba Jambhulkar and (iii) Ramdas Vithoba Jambhulkar (Releasee), for released and relinquished her rights for Survey No. 126/3 admeasuring 14,600 sq.mtrs. or thereabouts.
- xi) Sale Deed dated 27th March, 2006 executed and registered under serial No. MLS-1797 of 2006 with Office of Sub Register and Assurances Mulshi, by and between Vasant Vithoba Jambhulkar & Others (Vendors) in favour of Sudhir Shivdev Bapat (Purchaser) for sell and convey the property bearing Survey No. 126/3 admeasuring 1,800 sq.mtrs. or thereabouts.
- xii) Sale Deed dated 03rd April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances Mulshi, by and between Vitthal Baburao Jambhulkar & Others (Vendors) in favour of Sudhir Shivdev Bapat (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.
- xiii) Partition Deed dated 18th August, 2006 executed and registered under serial No. MLS-5421 of 2006 with Office of Sub-Registrar of Assurances and executed amongst (i) Ramdas Vithoba Jambhulkar (ii) Digambar Vithoba Jambhulkar and (iii) Vasant Vithoba Jambhulkar, for property bearing Survey No. 126/3 admeasuring 4,400 sq.mtrs. or thereabouts in favour of Digambar Vithoba Jambhulkar and Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts in favour of Ramdas Vithoba Jambhulkar.
- xiv) Exchange Deed dated 20th October 2010 executed and registered under serial No. MLS2-3825 of 2010 with the Office of Sub Registrar of Assurances by and between Sopan Baburao Jambhulkar (Sopan) and Vitthal Baburao Jambhulkar (Vitthal), Sopan exchanged Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout with Vitthal against Survey No. 128/1/2 admeasuring 3,600 sq.mtrs. or thereabout.
- xv) Sale Deed dated 04th August, 2016 executed and registered under serial No. MLS2-7226 of 2016 with Office of Sub-Registrar of Assurances Mulshi, by and between Sudhir (Vendor) and Nalanda Shelter Private Limited (Purchaser) for sell and convey a portion of the property



bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.

- xvi) Sale Deed dated 6th August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances Mulshi by and between Sudhir Shivdev Bapat (Vendor) in favour of Nalanda Shelter Private Limited ("NSPL") (Purchaser) for sell and convey the property bearing Survey No. 126/3 admeasuring 1,800 sq.mtrs. or thereabouts.
- xvii) Partition Deed dated 16th September, 2016 executed and registered under serial No. MLS-8530 of 2016 with Office of Sub-Registrar of Assurances and executed amongst (i) Anita Rohidas Shirke, (ii) Umesh Digambar Jhambulkar, (iii) Ganesh Vasant Jhambulkar, (iv) Dattatray Digambar Jhambulkar, (v) Malan Rajkumar Bhosle, (vi) Mangal Digambar Jhambulkar, (vii) Ramdas, (viii) Leelabai Vasant Vithoba Jhambulkar, (ix) Shivnath Digambar Jhambulkar, (x) Sheela Rajendra Nalawade, (xi) Shankar Vasant Jhambulkar (xii) Sunita Chandrakant Shirke, (xiii) Sunanda alias Sushma Harish, (xiv) Sulochana Gyaneshwar Ranvde, for property bearing Survey No. 126/3 admeasuring 12,800 sq.mtrs. or thereabouts (a) for property bearing Survey No. 126/3 admeasuring 4,400 sq.mtrs. or thereabouts in favour of Dattatray Digambar Jambhulkar & Others and (b) Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts in favour of Ramdas Vithoba Jambhulkar.
- xviii) Sale Deed dated 12th April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances Mulshi, by and between of Nalanda Shelter Private Limited (Vendor) in favour of Flagship Infrastructure Limited (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.
- xix) Gift Deed dated 2nd August, 2021 executed and registered under serial No. MLS-02-11087 of 2021 with the Office of Sub Registrar of Assurances executed by Sopan (Donor) in favour of Gokul Sopan Jhambulkar (Donee), for gifted to portion of Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabouts.
- xx) Gift Deed dated 23rd June, 2022 executed and registered

under serial No. MLS02-12045 of 2022 with the Office of Sub Registrar of Assurances by and between Sopan Baburao Jambhulkar (Donor) in favour of Gokul Sopan Jhambulkar (Donee), for gifted to portion of Survey No. 128/1/1 admeasuring 3,279 sq.mtrs. or thereabouts.

- xxi) Sale Deed dated 2nd August, 2022 executed and registered under serial No. MLS-15216 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Gyanoba Jambhulkar (Vendor) with confirmation of Tarabai Gyanoba Jambhulkar & others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited; and (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey property bearing Survey Nos. Survey Nos. 126/1 admeasuring 3471 sq.mtrs. or thereabout and 127/1 admeasuring 1400 sq.mtrs. or thereabout.
- xxii) Sale Deed dated 8th August, 2022 executed and registered under serial No. MLS-11779 of 2022 with the Office of Sub Registrar of Assurances by and between Gokul Sopan Jhambulkar (Vendor) with confirmation of Sopan Baburao Jambhulkar & Others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited, (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey portion of the property bearing Survey No. 128/1/1 and 128/1/2.
- xxiii) Sale Deed dated 12th August, 2022 executed and registered under serial No. MLS2-12041 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Abhishek Devram Jambhulkar & Others (Vendors) with confirmation of Shivani Abhishek Jambhulkar & others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited; and (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey a portion of the property bearing Survey Nos. 126/2 admeasuring 3571 sq.mtrs. or thereabout.
- xxiv) Confirmation Deed dated 12th August, 2022 executed and registered under serial No. MLS-12022 of 2022 with the Office of the Sub Registrar of Assurances, Mulshi by and between Dattatray Nathu Sakhare & Others (Confirmers) and Vithal Baburao Jhambulkar, the Confirmers confirmed the sale and transfer of Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- xxv) Sale Deed dated 26th August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Vitthal Baburao Jambhulkar (Vendor) in favour of (i) Paranjpe Schemes (Construction) Limited, (ii) P.S.C. Properties Private Limited and (iii) Linker Shelter Private Limited (Purchasers) for sell and convey property bearing Survey Nos. Survey Nos. 127/1 admeasuring 700 sq.mtrs.

or thereabout, Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts, Survey No. 127/3 admeasuring 3,000 sq.mtrs. or thereabouts and Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabouts.

- xxvi) Mortgage Deed dated 18th October, 2016 executed and registered under serial No. Mulashi-2 No. 9711 of 2016 by and between Nalanda Shelter Private Limited and Qubix Business Park Private Limited with IDBI Trusteeship Services Limited for property bearing Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2.
- xxvii) Mortgage Deed dated 31st August, 2017 executed and registered under serial No. Mulashi-2 No. 11701 of 2017 by and between Nalanda Shelter Private Limited through authorized signatory Vikram Godase, Lavim Developers Private Limited through authorized signatory Vikram Godase, Shrikant Paranjape through POA holder Sachin Kshirasagar Shashank Paranjape through PoA holder Sachin Kshirasagar with Aditya Birla Finance Limited for property bearing Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2.
- xxviii) By Deed of Reconveyance dated 08th November 2017 executed and registered under No. MLS2-14954-2017, by IDBI Trusteeship Services Limited (Debenture Trustee) in favour of NSPL.
- xxix) By Deed of Reconveyance dated 31st July 2019 executed and registered under No. HVL4-6313-2019, by Aditya Birla Finance Limited (Debenture Trustee) in favour of NSPL.
- xxx) Joint Development Agreement dated 14th February, 2023 executed between 1) Paranjpe Scheme (Construction) Limited ("**Owner No. 1/PSCL**") of the First Part, 2) PSC Properties Private Limited ("**Owner No. 2/PPPL**") of the Second Part and 3) Linker Shelter Private Limited ("**Owner No. 3/LSPL**") of the Third Part and (i) Macrotech Developers Limited ("**MDL/Developer No. 1**") of the Fourth Part and (ii) Precisehomes Constructions Private Limited ("**Precise/Developer No. 2**") of the Fifth Part for development of property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 25800 square meters or thereabouts.
- xxxi) Power of Attorney dated 14th February, 2023 executed by 1) Paranjpe Scheme (Construction) Limited, 2) PSC



Properties Private Limited and 3) Linker Shelter Private Limited ("**Owners / Grantors**") in favour of representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Developers/Attorney**") for development of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 25800 square meters or thereabouts.

related to the acquirement of development rights in all that said Larger Property.

4) **7/12 Extract**

- (i) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of (i) Pranjpe Schemes (Constructions) Limited to the extent of 329 sq.mtrs. or thereabout and (ii) PSC Properties Private Limited to the extent of 3471 sq.mtrs. or thereabout as the Land Holders of the First Property in Hinjewadi Village.
- (ii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of (i) Pranjpe Schemes (Constructions) Limited to the extent of 329 sq.mtrs. or thereabout and (ii) PSC Properties Private Limited to the extent of 3571 sq.mtrs. or thereabout as the Land Holders of the Second Property in Hinjewadi Village. Further, in the case of Second Property, there is deletion in Other Rights Column of 7/12 Extract of the encumbrances of Rs.2,50,000/- and Rs.41,93,700/- from Shramjeevi Nagri Patsanstha Mayardit.
- (iii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the name (i) Pranjpe Schemes (Constructions) Limited to the extent of 1800 sq.mtrs. or thereabout, (ii) Umesh Digambar Jambhulkar & 2 others to the extent of 4400 sq.mtrs. or thereabout and (iii) Ramdas Vithoba Jambhulkar to the extent of 8400 sq.mtrs. or thereabout as the Land Holders of the Third Property in Hinjewadi Village.
- (iv) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of (i) Pranjpe Schemes (Constructions) Limited to the extent of 1400 sq.mtrs. or thereabout and (ii) Vitthal Baburao

Jambhulkar to the extent of 700 sq.mtrs. or thereabout as the Land Holders of the Fourth Property in Hinjewadi Village.

Further, in the case of Fourth Property, there is a deletion in Other Rights Column of 7/12 extract with respect to the encumbrance of Hinjewadi Co-operative Society.

- (v) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the name of Vitthal Baburao Jambhulkar as the Land Holder of the Fifth Property in Hinjewadi Village.

Further, in the case of Fifth Property,

- (i) there is a remark entered in Other Rights Column of Rs.1,15,50,025/- ,which had been levied as penalty payable under the provision of Section 84C of Bombay Tenancy and Agricultural Land Act, 1948 and
- (ii) Deletion of said remark in Other Rights Column of 7/12 extract that the encumbrances of Rs.1,15,50,025/-.

- (vi) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of Vitthal Baburao Jambhulkar as the Land Holder of the Sixth Property in Hinjewadi Village.

Further, in the case of Sixth Property, there is deletion of encumbrance of Hinjewadi Co-operative Society entered in Other Rights Column of 7/12 extract.

- (vii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of Vitthal Baburao Jambhulkar as the Land Holder of the Seventh Property in Hinjewadi Village.

- (viii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the names of (i) Pranjpe Schemes (Constructions) Limited to the extent of 321 sq.mtrs. or thereabout and (ii) PSC Properties Private Limited to the extent of 3279 sq.mtrs. or thereabout as the Land Holders of the Eighth Property in Hinjewadi Village.

- (ix) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the names of (i) Pranjpe Schemes (Constructions) Limited to the extent of 321 sq.mtrs. or thereabout and (ii) PSC Properties Private Limited to the extent of 3279 sq.mtrs. or thereabout as the Land Holders of the Ninth Property in Hinjewadi Village.

- 5) **Search Report for 50 years from 1973 to 2022 (50 years)** Search Report dated 10/09/2022 issued by Rajendra Jaigude, Advocate for the search carried out in the offices of concerned Sub Registrar of Assurances in respect of all that said Larger Property for the period of 50 years from 1973 to 2022.
- 6) On perusal of the above mentioned documents, Revenue Records, Search Reports and all other ancillary relevant documents relating to title of the said Larger Property, based on findings as stated herein and relying on representations and also Joint Declaration cum Indemnity dated 06/01/2023 notarised under No. 14/2023 executed by (i) Paranjpe Scheme (Construction) Limited, (ii) PSC Properties Private Limited, (iii) Linker Shelter Private Limited (Owners), I am of the opinion that in view of what is set out in Flow of Title being Annexure-A hereto, the title of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited as the Promoters/Developers for development of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 25800 square meters or thereabouts forming a part of said Larger Property is clear, marketable and without any encumbrances and (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited are well and sufficiently entitled to development rights in respect of the said Property forming a part of said Larger Property on performance and observation of terms and conditions of the Joint Development Agreement dated 14th February, 2023 executed by and between (i) Paranjpe Scheme (Construction) Limited, (ii) PSC Properties Private Limited, (iii) Linker Shelter Private Limited (Owner Nos. 1 to 3) and Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited (Developer Nos. 1 and 2).

Owners of the said Larger Property

- 1) the Owners of the said Property comprising Survey No. 126/1 admeasuring 3800 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are (i) Paranjpe Scheme (Construction) Limited (329 sq.mtrs. or thereabouts) and (ii) Paranjpe Scheme (Construction) Limited and PSC Properties Private Limited (3471 sq.mtrs. or thereabouts). Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Developers.
- 2) the Owners of the said Property comprising Survey No. 126/2 admeasuring 3900 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are (i) Paranjpe Scheme (Construction) Limited (329 sq.mtrs. or thereabouts) and (ii) Paranjpe Scheme (Construction) Limited and PSC Properties Private Limited (3571 sq.mtrs. or thereabouts). Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Developers.
- 3) the Owners of the said Property comprising Survey No. 126/3 admeasuring 1800 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are (i) Umesh Digambar Jambhulkar & Others (4400 sq.mtrs.), (ii) Ramdas Vithoba Jambhulkar (8400 sq.mtrs.) and Paranjpe Scheme (Construction) Limited (1800 sq.mtrs.). Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Developers of the portion of property comprising of Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout.
- 4) the Owners of the said Property comprising Survey No. 127/1 admeasuring 2100 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are (i) Vitthal Baburao Jambhulkar (700 sq.mtrs.) and (ii) Paranjpe Scheme (Construction) Limited and PSC Properties Private Limited (1400 sq.mtrs.). Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Developers of the property bearing Survey No. 127/1 admeasuring 2100 sq.mtrs. or thereabout.

Pradip Garach

Advocate

High Court, Bombay

- 5) the Owner of the said Property comprising Survey No. 127/2 admeasuring 7700 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, is Vitthal Baburao Jambhulkar (7700 sq.mtrs.), who has sold the same to Paranjpe Scheme (Construction) Limited and Linker Shelter Private Limited. However, the property bearing Survey No. 127/2 admeasuring 7700 sq.mtrs. is so far not mutated in the name of Paranjpe Scheme (Construction) Limited and Linker Shelter Private Limited. Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Developers of the property bearing Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout.
- 6) the Owner of the said Property comprising Survey No. 127/3 admeasuring 3000 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, is Vitthal Baburao Jambhulkar (3000 sq.mtrs.), who has sold the same to Paranjpe Scheme (Construction) Limited and Linker Shelter Private Limited. However, the property bearing Survey No. 127/3 admeasuring 3000 sq.mtrs. is so far not mutated in the name of Paranjpe Scheme (Construction) Limited and Linker Shelter Private Limited. Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Developers of the property bearing Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout.
- 7) the Owner of the said Property comprising Survey No. 127/4 admeasuring 3200 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, is Vitthal Baburao Jambhulkar (3200 sq.mtrs.), who has sold the same to Paranjpe Scheme (Construction) Limited and Linker Shelter Private Limited. However, the property bearing Survey No. 127/4 admeasuring 3200 sq.mtrs. is so far not mutated in the name of Paranjpe Scheme (Construction) Limited and Linker Shelter Private Limited. Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Developers of the property bearing Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout.
- 8) the Owners of the said Property comprising Survey No. 128/1/1 admeasuring 3600 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are (i) Paranjpe Scheme (Construction) Limited (321 sq.mtrs.) and (ii) Paranjpe Scheme (Construction) Limited and PSC Properties Private Limited (3279 sq.mtrs.). Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Developers.
- 9) the Owners of the said Property comprising Survey No. 128/1/2 admeasuring 3600 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are (i) Paranjpe Scheme (Construction) Limited (321 sq.mtrs.) and (ii) Paranjpe Scheme (Construction) Limited and PSC Properties Private Limited (3279 sq.mtrs.). Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Developers.
- 10) Qualifying comments/remarks : This Legal Title Report be read and construed in conjunction with Annexure-A, which forming part of this Title Report.

The report reflecting the flow of the title of Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Promoters/Developers to the said Property forming a part of said Larger Property and with complete development rights thereof is separately enclosed and annexed as **Annexure-"A"**.

Dated this 28th day of February, 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 LARGER PROPERTY

Sub.: Title Clearance Certificate with respect to ALL THAT pieces and parcels

Survey No. / Hissa No.	Total Area as per 7/12 Extract (in sq. mtrs)	Area as per Joint Development Agreement (in sq. mtrs) Said Property	Area over which PSCL / PPPL / LSPL has title (in sq. mtrs) Larger Property	Defined Term
126/1	3,800	3471	3,800	First Property
126/2	3,900	3571	3,900	Second Property
126/3	14,600	00	1,800	Third Property
127/1	2,100	00	2,100	Fourth Property
127/2	7,700	6000	7,700	Fifth Property
127/3	3,000	3000	3,000	Sixth Property
127/4	3,200	3200	3,200	Seventh Property
128/1/1	3,600	3279	3,600	Eighth Property
128/1/2	3,600	3279	3,600	Ninth Property
Total		25800	32,700	

admeasuring 25800 sq.mtrs. or thereabout ("the said Property") out of Larger Property admeasuring 32700 sq.mtrs. or thereabout ("the said Larger Property"), lying being and situate at Village Hinjawadi, Taluka Mulshi and District Pune (for the sake of brevity individually referred to as "First Property to Ninth Property" and briefly collectively referred to as "the said Larger Property").

- I) I have investigated the title of the said Property vis-à-vis the said Larger Property at the request of (i) 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 and (ii) Precisehomes Constructions Private Limited a company incorporated under the Companies Act, 2013, having its registered office at L-111, Drams the Mall, Bhandup West, Mumbai, ("**Companies**") and inter alia on the basis and relying upon the perusal of (i) photocopies of certain documents of title and papers as made available to me; (ii) revenue records; (iii) Unregistered Joint Development Agreement dated 14th February, 2023 executed between PSCL, PPPL, LSPL and MDL and Precisehome coupled with Irrevocable Power of Attorney of even dated executed between PSCL, PPPL, LSPL in favour of MDL and Precisehome; (iv) Sub-Registrar Office (SRO) Search Report dated 10th September, 2022 issued by Mr. Rajendra Jaigude, Advocate in respect of the said Larger Property; (v) Registrar of Companies (ROC) Search Report dated 30th August, 2022 in respect of Paranjape Schemes (Construction) Limited ("PSCL"), ROC Search Report dated 30th August, 2022 in respect of P.S.C. Properties Private Limited ("PPPL") and ROC Search Report dated 20th September, 2022 in respect of Linker Shelter Private Limited ("LSPL"), all issued by Simply CERSAI; (vi) Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) Report dated 5th September, 2022 in respect of PSCL, CERSAI Report dated 5th September, 2022 in respect of PPPL and CERSAI Report dated 5th September, 2022 in respect of LSPL, all issued by Simply CERSAI; (vii) CERSAI Report dated 5th September, 2022 issued by Simply CERSAI in respect of the said Larger Property; (viii) Litigation Search Reports dated 6th September 2022, 30th August 2022 and 22nd September, 2022 in respect of PSCL, PPPL and LSPL respectively, all issued by Karza Technologies in respect of FFR; and (ix) Declaration cum Indemnity dated

5th January, 2023 executed by PSCL; PPPL and LSPL (collectively "the Paranjape Group"), in respect of the said Larger Property ("**said Declaration**"), I have to state as follows:-

II) **The documents in relation to the ownership of the said Larger Property:**

I have perused following documents of title in respect of the all that said Larger Property i.e. First Property to Ninth Property.

- (i) Respective 7/12 Extract in respect of the all that First Property to Ninth Property.
- (ii) Mutation Entry No. 2352, 4892, 6252, 6584, 8988, 9101, 9415, 10575, 10673 and 10897 are related to Survey No. 126/1;
- (iii) Mutation Entry No. 2352, 2354, 6584, 6601, 7800, 8988, 9101, 9677, 10558, 10575, 10669, 10673, 10874 and 10877 are related to Survey No. 126/2;
- (iv) Mutation Entry No. 836, 1362, 1946, 2352, 2741, 2786, 4609, 5627, 5696, 6451, 6474, 6515, 6584, 6969, 8043, 8952, 8988, 9036, 9101, 9415, 10575 and 10673 are related to Survey No. 126/3;
- (v) Mutation Entry No. 657, 1262, 1300, 1307, 1536, 1545, 1551, 1553, 1946, 2206, 2351, 2448, 9101, 9415, 10897 and 10961 are related to Survey No. 127/1;
- (vi) Mutation Entry No. 657, 1465, 1551, 1875, 2303, 2351, 3372, 4429, 9101, 9415, 10055, 10187, 10229 and 10640 are related to Survey No. 127/2;
- (vii) Mutation Entry No. 657, 1266, 1536, 1545, 2546, 2594, 9188, 10228 and 10961 are related to Survey No. 127/3;
- (viii) Mutation Entry No. 872, 1307, 1553, 1948, 2076, 2206, 2536, 3712, 5230, 5546, 7742, 9101 and 9415 are related to Survey No. 127/4;
- (ix) Mutation Entry No. 2348, 2353, 2536, 3712, 5230, 6601, 7391, 8977, 9101, 10575, 10673, 10839 and 10989 are related to Survey No. 128/1/1;
- (x) Mutation Entry No. 836, 1362, 2058, 2204, 2348, 3372, 4429, 7742, 8988, 9101, 9420, 10544, 10575, 10673 and 10989 are related to Survey No. 128/1/2;
- (xi) Sale Deed dated 22nd June, 1978 executed and registered under Serial No. MVL-577 of 1978 with the Office of Sub Registrar of Assurances Mulshi by and between Chandrabhaga Gyanu Jambhulkar (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser), for sell and convey the property bearing Survey No. 127/1 admeasuring 708.19 square metres or thereabout and Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout.
- (xii) Sale Deed dated 21st June, 1980 executed and registered under serial no MVL-916 of 1980 with the office of Sub-Registrar of Assurances by and between Nathu Narayan Sakhare (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 700 sq.mtrs. or thereabouts and Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- (xiii) Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-201-1981 with the Office of Sub-Registrar of Assurances by and between Sopan Baburao Jambhulkar (Vendor) in favour of Vithal Baburao Jhambulkar (Purchaser)

for sell and convey the property bearing Survey No. 127/1 admeasuring 700 sq.mtrs. or thereabouts and Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.

- (xiv) Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Vithal Baburao Jambhulkar (Purchaser) for sell and convey portion of the property bearing Survey No. 128/1/1 and 128/1/2.
- (xv) Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances Maval, by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Gyanoba Jambhulkar (Purchaser) for sell and convey the property bearing Survey No. 126/1 and 126/2.
- (xvi) Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-206 of 1981 with the Office of Sub-Registrar of Assurances Maval, by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Devran Baburao Jambhulkar (Purchaser), for sell and convey the property bearing Survey No. 126/2.
- (xvii) Sale Deed dated 27th January, 1981 executed between Baburao Keshavrao Jhambulkar (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser), for sell and convey portion of the property bearing Survey No. 128/1/1.
- (xviii) Sale Deed dated 25th January, 1983 executed and registered under serial No. MVL-156-1983 with the Office of Sub-Registrar of Assurances by and between Sopan Bala Hulawale & others (Vendors) in favour of Gyanoba Baburao Jhambulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 1400 sq.mtrs. or thereabouts.
- (xix) Sale Deed dated 15th October, 1986 executed and registered under serial No. 2553 of 1986 with the Office of Sub-Registrar of Assurances by and between Sopan Bala Hulawale & Others (Vendors) and Vithal Baburao Jambhulkar (Purchaser), for sell and convey property bearing Survey No. 127/3.
- (xx) Release Deed dated 24th March, 2003 executed and registered under serial No. MLS-1321 of 2003 with Office of Sub Registrar and Assurances Mulshi, by and between Savitribai Vithoba Jambhulkar (Releasor) in favour of (i) Vasant Vithoba Jambhulkar, (ii) Digambar Vithoba Jambhulkar and (iii) Ramdas Vithoba Jambhulkar (Releasee), for released and relinquished her rights for Survey No. 126/3 admeasuring 14,600 sq.mtrs. or thereabouts.
- (xxi) Sale Deed dated 27th March, 2006 executed and registered under serial No. MLS-1797 of 2006 with Office of Sub Register and Assurances Mulshi, by and between Vasant Vithoba Jambhulkar & Others (Vendors) in favour of Sudhir Shivdev Bapat (Purchaser) for sell and convey the property bearing Survey No. 126/3 admeasuring 1,800 sq.mtrs. or thereabouts.
- (xxii) Sale Deed dated 03rd April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances Mulshi, by and between Vitthal Baburao Jambhulkar & Others (Vendors) in favour of Sudhir Shivdev Bapat (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329

- sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.
- (xxiii) Partition Deed dated 18th August, 2006 executed and registered under serial No. MLS-5421 of 2006 with Office of Sub-Registrar of Assurances and executed amongst (i) Ramdas Vithoba Jambhulkar (ii) Digambar Vithoba Jambhulkar and (iii) Vasant Vithoba Jambhulkar, for allocation of the property bearing Survey No. 126/3 admeasuring 4,400 sq.mtrs. or thereabouts to Digambar Vithoba Jambhulkar and Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts to Ramdas Vithoba Jambhulkar.
- (xxiv) Exchange Deed dated 20th October 2010 executed and registered under serial No. MLS2-3825 of 2010 with the Office of Sub Registrar of Assurances by and between Sopan Baburao Jambhulkar (Sopan) and Vitthal Baburao Jambhulkar (Vitthal), Sopan exchanged Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout with Vitthal against Survey No. 128/1/2 admeasuring 3,600 sq.mtrs. or thereabout.
- (xxv) Sale Deed dated 04th August, 2016 executed and registered under serial No. MLS2-7226 of 2016 with Office of Sub-Registrar of Assurances Mulshi, by and between Sudhir (Vendor) and Nalanda Shelter Private Limited (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.
- (xxvi) Sale Deed dated 6th August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances Mulshi by and between Sudhir Shivdev Bapat (Vendor) in favour of Nalanda Shelter Private Limited ("NSPL") (Purchaser) for sell and convey the property bearing Survey No. 126/3 admeasuring 1,800 sq.mtrs. or thereabouts.
- (xxvii) Partition Deed dated 16th September, 2016 executed and registered under serial No. MLS-8530 of 2016 with Office of Sub-Registrar of Assurances and executed amongst (i) Anita Rohidas Shirke, (ii) Umesh Digambar Jhambulkar, (iii) Ganesh Vasant Jhambulkar, (iv) Dattatray Digambar Jhambulkar, (v) Malan Rajkumar Bhosle, (vi) Mangal Digambar Jhambulkar, (vii) Ramdas, (viii) Leelabai Vasant Vithoba Jhambulkar, (ix) Shivnath Digambar Jhambulkar, (x) Sheela Rajendra Nalawade, (xi) Shankar Vasant Jhambulkar (xii) Sunita Chandrakant Shirke, (xiii) Sunanda alias Sushma Harish, (xiv) Sulochana Gyaneshwar Ranvde, for property bearing Survey No. 126/3 admeasuring 12,800 sq.mtrs. or thereabouts for allocation of property bearing Survey No. 126/3 admeasuring 4,400 sq.mtrs. or thereabouts to Dattatray Digambar Jambhulkar & Others and Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts to Ramdas Vithoba Jambhulkar.
- (xxviii) Sale Deed dated 12th April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances Mulshi, by and between of Nalanda Shelter Private Limited (Vendor) in favour of Flagship Infrastructure Limited (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.

- (xxix) Gift Deed dated 2nd August, 2021 executed and registered under serial No. MLS-02-11087 of 2021 with the Office of Sub Registrar of Assurances executed by Sopan (Donor) in favour of Gokul Sopan Jhambulkar (Donee), for gifted to portion of Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabouts.
- (xxx) Gift Deed dated 23rd June, 2022 executed and registered under serial No. MLS02-12045 of 2022 with the Office of Sub Registrar of Assurances by and between Sopan Baburao Jambhulkar (Donor) in favour of Gokul Sopan Jhambulkar (Donee), for gifted to portion of Survey No. 128/1/1 admeasuring 3,279 sq.mtrs. or thereabouts.
- (xxxii) Sale Deed dated 2nd August, 2022 executed and registered under serial No. MLS-15216 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Gyanoba Jambhulkar (Vendor) with confirmation of Tarabai Gyanoba Jambhulkar & others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited; and (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey property bearing Survey Nos. Survey Nos. 126/1 admeasuring 3471 sq.mtrs. or thereabout and 127/1 admeasuring 1400 sq.mtrs. or thereabout.
- (xxxiii) Sale Deed dated 8th August, 2022 executed and registered under serial No. MLS-11779 of 2022 with the Office of Sub Registrar of Assurances by and between Gokul Sopan Jhambulkar (Vendor) with confirmation of Sopan Baburao Jambhulkar & Others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited, (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey portion of the property bearing Survey No. 128/1/1 and 128/1/2.
- (xxxiiii) Sale Deed dated 12th August, 2022 executed and registered under serial No. MLS2-12041 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Abhishek Devram Jambhulkar & Others (Vendors) with confirmation of Shivani Abhishek Jambhulkar & others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited; and (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey a portion of the property bearing Survey Nos. 126/2 admeasuring 3571 sq.mtrs. or thereabout.
- (xxxv) Confirmation Deed dated 12th August, 2022 executed and registered under serial No. MLS-12022 of 2022 with the Office of the Sub Registrar of Assurances, Mulshi by and between Dattatray Nathu Sakhare & Others (Confirmers) and Vithal Baburao Jhambulkar, the Confirmers confirmed the sale and transfer of Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- (xxxvi) Sale Deed dated 26th August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Vitthal Baburao Jambhulkar (Vendor) in favour of (i) Paranjpe Schemes (Construction) Limited, (ii) P.S.C. Properties Private Limited and (iii) Linker Shelter Private Limited (Purchasers) for sell and convey property bearing Survey Nos. Survey Nos. 127/1 admeasuring 700 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts, Survey No. 127/3 admeasuring 3,000 sq.mtrs. or thereabouts and Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabouts.
- (xxxvii) Mortgage Deed dated 18th October, 2016 executed and registered under serial No. Mulashi-2 No. 9711 of 2016 by and between Nalanda Shelter Private Limited and

Qubix Business Park Private Limited with IDBI Trusteeship Services Limited for property bearing Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2.

- (xxxvii) Mortgage Deed dated 31st August, 2017 executed and registered under serial No. Mulashi-2 No. 11701 of 2017 by and between Nalanda Shelter Private Limited through authorized signatory Vikram Godase, Lavim Developers Private Limited through authorized signatory Vikram Godase, Shrikant Paranjape through POA holder Sachin Kshirasagar Shashank Paranjape through PoA holder Sachin Kshirasagar with Aditya Birla Finance Limited for property bearing Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2.
- (xxxviii) By Deed of Reconveyance dated 08th November 2017 executed and registered under No. MLS2-14954-2017, by IDBI Trusteeship Services Limited (Debenture Trustee) in favour of NSPL.
- (xxxix) By Deed of Reconveyance dated 31st July 2019 executed and registered under No. HVL4-6313-2019, by Aditya Birla Finance Limited (Debenture Trustee) in favour of NSPL.
- (xl) Joint Development Agreement dated 14th February, 2023 executed between 1) Paranjpe Scheme (Construction) Limited ("**Owner No. 1/PSCL**") of the First Part, 2) PSC Properties Private Limited ("**Owner No. 2/PPPL**") of the Second Part and 3) Linker Shelter Private Limited ("**Owner No. 3/LSPL**") of the Third Part and (i) Macrotech Developers Limited ("**MDL/Developer No. 1**") of the Fourth Part and (ii) Precisehomes Constructions Private Limited ("**Precise/Developer No. 2**") of the Fifth Part for development of the said Property more described in First Schedule thereunder written forming a part of the said Larger Property.
- (xli) Power of Attorney dated 14th February, 2023 executed by 1) Paranjpe Scheme (Construction) Limited, 2) PSC Properties Private Limited and 3) Linker Shelter Private Limited ("**Owners / Grantors**") in favour of representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Developers/Attorney**") for development of the said Property more described in First Schedule thereunder written forming a part of the said Larger Property.
- (xlii) Land / Property Search Report dated 10th September, 2022 issued by Mr. Rajendra Jaigude, Advocate of Search of Land Record in the Office of concerned Sub-Registrar of Assurances for the period 1973 to 2022 (50 years) of the said Larger Property.
- (xliii) Registrar of Companies (ROC)'s Search Report dated 30th August, 2022 issued by Simply Cersai with regard to on the online portal of Ministry of Corporate Affairs Registrar of Companies' record Search for Charges created on the said larger property by Paranjpe Schemes (Construction) Limited (PSCL) On perusal thereof, I note that, no charges have been found in respect of the said Larger Property.
- (xliv) ROC Search Report dated 30th August, 2022 issued by Simply Cersai with regards to on the online portal of Ministry of Corporate Affairs Registrar of Companies' record Search for Charges created on the said larger property by P.S.C. Properties Private Limited (PPPL). On perusal thereof, I note that, no charges have been found in respect of the said Larger Property.
- (xlv) ROC Search Report dated 30th August, 2022 issued by Simply Cersai with regards to on the online portal of Ministry of Corporate Affairs Registrar of Companies'

record Search for Charges created on the said larger property by Linker Shelter Private Limited (LSPL). On perusal thereof, I note that, no charges have been found in respect of the said Larger Property.

- (xlvi) ROC Search Report dated 23rd December, 2022 issued by Sharatkumar Shetty & Associates, Practising Company Secretary on the online portal of Ministry of Companies Affairs Registrar of Companies' for Charges created on the said larger property by Macrotech Developers Limited (MDL).
- (xlvii) ROC Search taken on online portal of Ministry of Companies Affairs Registrar of Companies' of its record for charges created on the said Larger Property for Precisehomes Constructions Private Limited. I note that no charges have been found in respect of the said Larger Property.
- (xlviiii) CERSAI Search Report dated 5th September, 2022 issued by Simply Cersai for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of said Larger Property. On perusal thereof, I note that, no charges have been found in respect of the said Larger property.
- (xlix) CERSAI Search Report dated 5th September, 2022 issued by Simply Cersai for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of PSCL. On perusal thereof, I note that no charges have been found in respect of the said Larger Property.
- (l) CERSAI Search Report dated 5th September, 2022 issued by Simply Cersai for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of PPPL. On perusal thereof, I note that, no charges have been found in respect of the said Larger Property.
- (li) CERSAI Search Report dated 5th September, 2022 issued by Simply Cersai for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of LSPL. On perusal thereof, I note that, no charges have been found in respect of the said Larger Property.
- (lii) Litigation Search Report dated 6th September, 2022 issued by Karza Technologies in relation to pending suits filed by or against PSCL before various Courts in India.
- (liii) Litigation Search Report dated 30th August, 2022 issued by Karza Technologies in relation to pending or disposed off suits filed by or against PPPL before various Courts in India.
- (liv) Litigation Search Report dated 22nd September, 2022 issued by Karza Technologies in relation to pending or disposed off suits filed by or against LSPL before various Courts in India.
- (lv) Declaration cum Indemnity dated 5th January, 2023 executed by Paranjpe Schemes (Construction) Limited, P.S.C. Properties Private Limited and Linker Shelter Private Limited (collectively "**the Paranjape Group**") for their respective title to the respective properties and developability thereon (i.e. the said Larger Property).

- (lvi) Public notice on 13th September, 2022 in the Times of India (Pune Edition) and Maharashtra Times India (Pune Edition) calling for third party claims by Dhaval Vussonji & Associates Advocates and Solicitors in respect of the all that said Larger Property.
- (lvii) Master Opinion on Title bearing Ref. No. DV/PDF/1099/22-23 dated 12th January, 2023 issued by Dhaval Vussonji & Associates, Advocate & Solicitors inter alia opined that PSCL, PPPL and LSPL is well and sufficiently to the respective said Larger Property as an Owners thereof on the basis of and subject to what is stated therein.
- (lviii) Since my scope of work does not include considering the aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said Larger Property nor have commented on development aspect etc. thereof.

III) **Flow of Title of the all that said Larger Property**

(I) **Survey No. 126/1 admeasuring 3,800 square meters ("First Property")**

- 1) On perusal of Mutation Entry ("**ME**") No. 545 dated 15th September, 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("**Santram**") was seized and possessed of Survey No. 126. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 126.
- 2) On perusal of ME No. 545 dated 15th September, 1933, the said Santram died on 27th July, 1933 leaving him surviving his son, Vithoba Santram Jambhulkar ("**Vithoba**") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.126.
- 3) On perusal of ME No. 836 dated 04th January, 1941 it further appears that on Kesu Ganpati Jambhulkar ("**Kesu**") died on 09th January, 1939 leaving him surviving Babu Kesu Jambhulkar ("**Babu**") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 126.
- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 126 for the year 1953 and on perusal thereof. I note that Survey No. 126 admeasured 5 acres 20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout) and the names of Vithoba (2/3rd share) and Babu (1/3rd share) were recorded as the holders therein.
- 5) On perusal of ME No. 1362 dated 22nd February, 1953 it is recorded that Baburao Keshavrao Jhambulkar ("**Baburao**") and the said Vithoba, being the landholders of various lands including property bearing Survey No. 126 inter alia partitioned their joint land holding held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 126 (part) admeasuring 1 acres 33 gunthas (equivalent to 7,384.86 sq.mtrs. or thereabout) came to be recorded in the name of Babu and Survey No. 126 (part) admeasuring 3 acres 14 gunthas (equivalent to 13,556.99 sq.mtrs. or thereabout) came to be recorded in the name of Vithoba accordingly. On perusal of the 7/12 Extract pertaining to Survey No. 126, I note that the same admeasured 5 acres 20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout). However, the aggregate area/holding of Baburao and Vithoba as per this ME No. 1362 is 20,941.85. Hence, I note that there is a difference in area of 1,315.87 sq.mtrs. or thereabout. I have been given to understand by the Paranjape Group that the area on site/in possession was more than as recorded in ME No. 1362 and therefore, the 7/12 Extract recorded the area as per physical

Pradip Garach

Advocate

High Court, Bombay

demarcation/actual possession. I have been further given to understand that the area in possession of Babu was 7,700 square metres and not 7,384.86 sq.mtrs. or thereabout; and the area in possession of Vithoba was 14,600 square metres and not 13,556.99 sq.mtrs. or thereabout.

- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02nd December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement for the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 8) By and under a Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances, Maval by and between Baburao and Gyanoba Jambhulkar ("**Gyanoba**"), Baburao sold, conveyed, and transferred land bearing Survey No. 126 (part) unto the Gyanoba, at and for a consideration and on the terms and conditions therein contained. ME No. 2352 dated 20th April, 1981 records that by and under this Sale Deed the property bearing Survey No. 126/1 admeasuring 3,800 sq.mtrs. or thereabout has been sold by Baburao to Gyanoba. However, on perusal of the Sale Deed, I note that the Sale Deed records description of the land as Survey No. 126(part) without any area measurement sold thereunder.
- 9) As stated hereinabove that property bearing Survey No. 126 reflected the area thereof as 22,257.72 square meters. However, land Revenue Record is reflected property bearing Survey No. 126/1, 126/2 and 126/3 as described on respective 7/12 extracts of the same. I note that the total area thereof measures in the aggregate 22,300 square metres and therefore, there is a difference of 42.28 square metres. I have been given to understand by the Paranjape Group that the area on site/in possession was more than as recorded on respective 7/12 Extract of property bearing Survey No. 126/1, 126/2 and 126/3. Hence, there was anew 7/12 Extracts opened post sub-division recorded the area as per physical demarcation /actual possession.
- 10) On perusal of ME No. 4892 dated 19th October, 2000, it is recorded that Gyanoba availed a loan from Canara Bank, Branch Hinjewadi on 19th September, 2000 by creating security on property bearing Survey No. 126/1. Accordingly, an encumbrance in the name of Canara Bank, Branch Hinjewadi was recorded in the Other Rights Column of 7/12 Extracts in respect of property bearing Survey No. 126/1.
- 11) On perusal of ME No. 6252 dated 18th January, 2006, it is recorded that Gyanoba repaid the loan availed from Canara Bank Hinjewadi Branch. Accordingly, an encumbrance recorded in the name of Canara Bank in the Other Rights Column of property bearing Survey No. 126/1 came to be deleted.
- 12) On perusal of ME No. 6584 dated 11th January, 2007 records that an encumbrance of Hinjewadi Vivid Society was repaid by Baburao Namdev Jambhulkar & Others in respect of several land which includes property bearing Survey No. 126/1. Accordingly, an encumbrance recorded in the name of Hinjewadi Vivid Society in the Other Rights Column of property bearing Survey No. 126/1 came to be deleted.
- 13) By and under a Sale Deed dated 03rd April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i)

Vitthal Baburao Jambhulkar ("**Vitthal**"), (ii) Sopan Baburao Jambhulkar ("Sopan"), (iii) Hirabai Sopan Jambhulkar ("**Hirabai**"), (iv) Gokul Sopan Jambhulkar ("**Gokul**"), (iv-a) Vivek Gokul Jambhulkar ("**Vivek**") represented by natural guardian Farina Gokul, (v) Kaushalya Gokul Jambhulkar ("**Kaushalya**"), (vi) Chaya Ranvde ("**Chaya**"), (vii) Rukmanibai Vitthal Jambhulkar ("**Rukmanibai**"), (viii) Devram Gyanoba Jhambulkar ("**Devram**"), (a) Abhishek Devram Jhambulkar ("**Abhishek**"), (b) Kaveri Devram Jhambulkar ("**Kaveri**"), (c) Chaitrali Devram Jhambulkar ("**Chaitrali**") all minors represented by their father and natural guardian Devram, (ix) Lakshmbai Devram Jambhulkar ("**Lakshmbai**"), (x) Gyanoba, (xi) Tarabai Gyanoba Jhambulkar ("**Tarabai**"), (xii) Sachin Gyanoba Jhambulkar ("**Sachin**"), (xiii) Sandeep Gyanoba Jambhulkar ("**Sandeep**"), (xiv) Maya Sukhdev Vahile ("**Maya**") (therein referred to as Vendors) of the One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of the Other Part, Gyanoba and Others i.e. the Vendors therein sold, conveyed and transferred a portion of Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. Sudhir, at and for consideration and on the terms and conditions mentioned therein. ME No. 6601 dated 17th January, 2007 records the said transaction in respect of property bearing Survey No. 126/1 in Land Revenue Record.

- 14) By and under a Sale Deed dated 04th August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances, Mulshi-2, by and between Sudhir Shivdev Bapat (therein referred as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir sold, conveyed and transferred property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. NSPL, at and for consideration and on the terms and conditions mentioned therein. ME No. 8988 dated 18th August, 2016 records the transaction in respect of property bearing Survey No. 126/1 in Land Revenue Record.
- 15) By and under a Sale Deed dated 12th April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances, Mulshi-2 by and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed No. 1**"), NSPL sold, conveyed and transferred the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09th September, 2019 records the transaction in respect of property bearing Survey No. 126/1 in Land Revenue Record.
- 16) On perusal of ME No. 10673 dated 4th January, 2022 I note that pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe, an Order dated 30th January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A) 131/MB/2018 ("**Merger Order**") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and thereupon the business undertaking stood transferred to and vested in PSCL including the said Plot no 1 without any further, act or deed on and from the appointed date therein i.e. 1st April 2017. I have been furnished with a copy of the aforesaid Order dated 30th January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same has been registered with the Office of the Sub-Registrar of Assurances under Serial No.MLS-2-15104 of 2021.
- 17) By and under a Sale Deed dated 2nd August, 2022 executed and registered under serial No. MLS-15216 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Gnyanoba (therein referred to as the Vendor) of the First Part and (i) PSCL; and (ii) P.S.C. Properties Private Limited ("**PPPL**") (therein referred to as Purchasers) of the

Second Part and (i) Tarabai, (ii) Sachin (for self and as natural guardian representing Srushti Sachin Jhambulkar and Sachin Jambhulkar), (iii) Shital Sachin Jambhulkar, (iv) Sandeep, (v) Komal Sandeep Jambhulkar (for self and as natural guardian representing Yash Sandeep Jhambulkar and Aayush Sandeep Jambhulkar) and (vi) Maya Sukhdev Vahile nee Maya Gnyanoba Jambhulkar (therein referred to as Confirming Parties) of the Third Part ("**Sale Deed No. 2**"), Gnyanoba with the confirmation of the Confirming Parties sold, conveyed and transferred the balance portion of Survey No. 126/1 admeasuring 3,471 sq.mtrs. or thereabout ("**Plot 2**") unto Purchaser viz. PSCL and PPPL, at or for the consideration and on terms, covenant and conditions in the manner contained therein.

- 18) On perusal of Sale Deed No. 2, I note as follows:
- (i) PSCL entitled to own and hold Plot 2 to the extent of 10% and PPPL entitled to own and hold Plot 2 to the extent of 90% in terms of the said Sale Deed dated 2nd August, 2022.
- 19) On perusal of ME No. 9101 dated 06th January, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 6601 was inserted in the name of Gnyanoba Baburao Jambhulkar for the property bearing Survey No. 126/1.
- 20) On perusal of ME No. 9415 dated 06th January, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18th September, 2017, issued by the Tehsildar, District Pune the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, there is no material changes made in respect of this property bearing Survey No. 126/1 and all changes mentioned therein are duly dealt with hereinabove.

(II) Survey No. 126/2 admeasuring 3,900 square meters ("Second Property")

- 1) On perusal of Mutation Entry ("**ME**") No. 545 dated 15th September 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("**Santram**") was seized and possessed of Survey No. 126. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 126.
- 2) On perusal of ME No. 545 dated 15th September, 1933, the said Santram died on 27th July, 1933 leaving him surviving his son, Vithoba Santram Jambhulkar ("**Vithoba**") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.126.
- 3) On perusal of ME No. 836 dated 04th January, 1941 it further appears that, Kesu Ganpati Jambhulkar ("**Kesu**") died on 09th January, 1939 leaving him surviving Babu Kesu Jambhulkar ("**Babu**") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 126.

- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 126 for the year 1953 and on perusal thereof I note that, Survey No. 126 admeasured 5 acres 20 gunthas (equivalent to 22,257.72 square meters) and the names of Vithoba (2/3rd share) and Babu (1/3rd share) were recorded as the holders therein.
- 5) On perusal of ME No. 1362 dated 22nd February, 1953 it is recorded that Baburao Keshavrao Jhambulkar ("**Baburao**") and the said Vithoba, being the landholders of various lands including property bearing Survey No. 126 nteralia partitioned the lands held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 126 (part) admeasuring 1 acres 33 gunthas (equivalent to 7,384.86 sq.mtrs. or thereabout) came to be recorded in the name of Babu and Survey No. 126 (part) admeasuring 3 acres 14 gunthas (equivalent to 13,556.99 sq.mtrs. or thereabout) came to be recorded in the name of Vithoba accordingly. On perusal of the 7/12 Extract pertaining to Survey No. 126, I note that the same admeasured 5 acres 20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout). However the aggregate area/holding of Baburao and Vithoba as per this ME No. 1362 is 20,941.85. Hence, I note that there is a difference in area of 1,315.87 square metres. I have been given to understand by the Paranjape Group that the area on site/in possession was more than as recorded in ME No. 1362 and therefore, the 7/12 Extract recorded the area as per physical demarcation/actual possession. I have been further given to understand that the area in possession of Babu was 7,700 square metres and not 7,384.86 sq.mtrs. or thereabout; and the area in possession of Vithoba was 14,600 sq.mtrs. or thereabout and not 13,556.99 sq.mtrs. or thereabout.
- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02nd December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 8) By and under a Sale Deed dated 27th January, 1981 executed and registered under Serial No. MVL-206 of 1981 with Office of Sub-Registrar of Assurances, Maval, by and between Baburao (therein referred to as Vendor) of the One Part and Devram Baburao Jhambulkar ("**Devram**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred Survey No. 126 (part) admeasuring 3900 sq.mtrs. or thereabout (wrongly mentioned as 4300 sq.mtrs. or thereabout) unto Purchaser viz. Devram, at and for a consideration and on the terms and conditions therein contained. ME No. 2354 dated 20th April, 1981 records that by and under this Sale Deed, Survey No. 126/2 has been sold by Babu to Devram. However, on perusal of the Sale Deed I note that, the Sale Deed as such does not refer to Survey No. 126 (part) sold thereunder as Survey No. 126/2. The date of this ME is not stated on the ME.
- 9) I note that Babu has sold the same property i.e. Survey No. 126(Part) in two different parties i.e. under the Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances to Gyanoba and under Sale Deed dated 27th January, 1981 executed and registered under Serial No. MVL-206 of 1981 with Office of Sub-Registrar of Assurances to Devram. I have been given to understand by the Paranjape Group that this incongruity in area in the said two Sale Deeds has been resolved by making Gyanoba and his family members, legal heirs of

Babu/Baburao and Devram and his family member's parties to the Sale Deed dated 03rd April, 2006 more particularly referred to paragraph 11 hereunder.

- 10) On perusal of ME No. 6584 dated 11th January, 2007 records that an encumbrance of Hinjewadi Vivid Society was repaid by Baburao Namdev Jambhulkar & Others in respect of several land which includes property bearing Survey No. 126/2. Accordingly, an encumbrance recorded in the name of Hinjewadi Vivid Society in the Other Rights Column of property bearing Survey No. 126/2 came to be deleted.
- 11) By and under a Sale Deed dated 03rd April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i) Vitthal Baburao Jambhulkar ("**Vitthal**"), (ii) Sopan Baburao Jambhulkar ("**Sopan**"), (iii) Hirabai Sopan Jambhulkar ("**Hirabai**"), (iv) Gokul Sopan Jambhulkar ("**Gokul**"), (iv-a) Vivek Gokul Jhambulkar ("**Vivek**") represented by natural guardian Farina Gokul Jhambulkar, (v) Kaushalya Gokul Jambhulkar ("**Kaushalya**"), (vi) Chaya Ranvde ("**Chaya**"), (vii) Rukmanibai Vithal Jambhulkar ("**Rukmanibai**"), (viii) Devram, (a) Abhishek Devram Jhambulkar ("**Abhishek**"), (viii-b) Kaveri Devram Jhambulkar ("**Kaveri**"), (c) Chaitrali Devram Jhambulkar ("**Chaitrali**") all minors represented by their father and natural guardian Devram Baburao Jambhulkar, (ix) Lakshmibai Devram Jambhulkar ("**Lakshmibai**"), (x) Gyanoba, (xi) Tarabai Gyanoba Jhambulkar ("**Tarabai**"), (xii) Sachin Gyanoba Jhambulkar ("**Sachin**"), (xiii) Sandeep Gyanoba Jambhulkar ("**Sandeep**"), (xiv) Maya Sukhdev ("**Maya**") (therein referred to as Vendors) of the One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of the Other Part, Gyanoba and Others i.e. the Vendors therein sold, conveyed and transferred a portion of Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout ("**Plot 1**") unto purchaser viz. Sudhir, at and for consideration and on the terms and conditions mentioned therein. ME No. 6601 dated 17th January, 2007 records the said transaction in respect of property bearing Survey No. 126/2 in Land Revenue Record.
- 12) On perusal of ME No. 7800 dated 14th January, 2011, it is recorded that Devram died on 03rd July, 2006 leaving him surviving legal heir viz. (i) Lakshmibai, (ii) Kaveri, (iii) Chaitrali and (iv) Abhishek as his only legal heirs. Accordingly, their names were recorded in the 7/12 Extract of Survey No. 126/2.
- 13) By and under a Sale Deed dated 04th August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances, Mulshi by and between Sudhir (therein referred as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir sold, conveyed and transferred the property bearing Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout i.e. (**Plot 1**) unto purchaser viz. NSPL, at and for consideration and on the terms and conditions mentioned therein. ME No. 8988 dated 18th August, 2016 records the transaction in respect of property bearing Survey No. 126/2 in Land Revenue Record.
- 14) By and under a Sale Deed dated 12th April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances, Mulshi by and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed No. 1**"), NSPL sold, conveyed and transferred the property bearing Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout i.e. (**Plot 1**) unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09th September, 2019 records the transaction in respect of property bearing Survey No. 126/2 Land Revenue Record.

- 15) On perusal of ME No. 10673 dated 4th January, 2022 it appears that, pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe an Order dated 30th January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A) 131/MB/2018 ("**Merger Order**") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and the business undertaking including the property bearing Survey No. 126/2 admeasuring 329 sq.ft or thereabout stood transferred to and vested in PSCL without any further, act or deed on and from the appointed date therein i.e. 1st April 2017. I have been furnished with a copy of the aforesaid Order dated 30th January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same has been registered with the Office of the Sub-Registrar of Assurances under Serial No.MLS-2-15104 of 2021.
- 16) On perusal of ME No. 9677 dated 30th July, 2018, it is recorded that by and under a Mortgage Deed dated 24th July, 2018 executed and registered under serial No. 13418 of 2018 with Office of Sub-Registrar of Assurances by and between (i) Lakshmibai, (ii) Kaveri, (iii) Chaitrali and (iv) Abhishek (Mortgagors(with Shramjeevi Nagri Patsanstha Mayardit (Mortgagee), the said (i) Lakshmibai, (ii) Kaveri, (iii) Chaitrali and (iv) Abhishek (Mortgagors) mortgaged Survey No.126/2 as and by way of security to availed a loan for an amount of Rs. 25,00,000/- from Shramjeevi Nagri Patsanstha Mayardit (Mortgagee). Accordingly an encumbrance was recorded in the Other Rights Column of 7/12 Extracts in respect of property bearing Survey No. 126/2.
- 17) On perusal of ME No. 10558 dated 25th August, 2021, it is recorded that (i) Lakshmibai, (ii) Kaveri, (iii) Chaitrali and (iv) Abhishek have repaid the loan amount of Rs.25,00,000/- with interest to Shramjeevi Nagri Patsanstha Mayardit. Accordingly, an encumbrance recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 126/2 came to be deleted.
- 18) On perusal of ME No. 10669 dated 27th December 2021, it is recorded that, pursuant to Order bearing No. Japtn Bhoja/195/2021, dated 21st December, 2021 issued by the Recovery Officer, Shramjeevi Nagri Patsanstha Mayardit, an encumbrance of Rs.41,93,700/- in the name of Abhishek Devram entered by Shramjeevi Nagri Patsanstha Mayardit in respect of property bearing Survey No. 126/2 in the Other Rights Column of 7/12 Extracts same.
- 19) It appears that under Mutation Entry No. 10874, records that an encumbrance in the name of Abhishek Devram for an amount of Rs.41,93,700/- on property bearing Survey No. 126/2 came to be deleted as the said encumbrance is reflected in bracket in Other Rights Column of 7/12 extract of the property bearing Survey No. 126/2. However, this mutation is not made available for my inspection on the date of this Report.
- 20) By and under a Sale Deed dated 12th August, 2022 executed and registered under serial No. MLS-02-12041 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between (i) Abhishek, (ii) Lakshmibai, (iii) Kaveri and (iv) Chaitrali (therein referred to as the Vendors) of the First Part, (i) PSCL; and (ii) P.S.C. Properties Private Limited ("**PPPL**") (therein referred to as Purchasers) of the Second Part and Shivani Abhishek Jhambulkar and (ii) Shreyansh Jhambulkar minor represented through natural guardian Abhishek (therein referred to as Confirming Parties) of the Third Part ("**Sale Deed No. 2**"), the Vendors with the confirmation of the Confirming Parties sold, conveyed and transferred the balance portion of Survey No. 126/2 admeasuring 3,571 sq.mtrs. or thereabout ("**Plot 2**") unto Purchasers viz. PSCL and PPPL, at or for the consideration and in the manner contained therein. [Note: The Sale Deed of Plot 1 had the members of the Gyanoba, Baburao and the Devram Group as the parties, then why has the Sale Deed of Plot 2 done only by the Devram group I cannot ascertain. Hence, I am unable to ascertain how the

share, rights, title and interest of Gyanoba and Baburao Groups in Plot 2 stood sold by Devram Group].

- 21) On perusal of Sale Deed No. 2, I note as follows:
- (i) Clause 14 states that PPPL entitled to own and hold Plot 2 to the extent of 90% and PSCL entitled to own and hold Plot 1 to the extent of 10% in terms of the said Sale Deed dated 12th August, 2022.
- 22) On perusal of ME No. 9101 dated 06th January, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 2354 and was inserted in the name of Devram Baburao Jambhulkar for the property bearing Survey No. 126/2 and Mutation Entry No. 7800 was deleted.

(III) Survey No. 126/3 admeasuring 1,800 square meters ("Third Property")

- 1) On perusal of Mutation Entry ("**ME**") No. 545 dated 15th September, 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("**Santram**") was seized and possessed of Survey No. 126. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 126.
- 2) On perusal of ME No. 545 dated 15th September, 1933, the said Santram died on 27th July, 1933 leaving him surviving his son, Vithoba Santram Jambhulkar ("**Vithoba**") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.126.
- 3) On perusal of ME No. 836 dated 04th January, 1941, it further appears that Kesu Ganpati Jambhulkar ("**Kesu**") died on 09th January, 1939 leaving him surviving Babu Kesu Jambhulkar ("**Babu**") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 126.
- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 126 for the year 1953 and on perusal thereof I note that, Survey No. 126 admeasured 5 acres 20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout) and the names of Vithoba (2/3rd share) and Babu (1/3rd share) were recorded as the holders therein.
- 5) On perusal of ME No. 1362 dated 22nd February, 1953, it is recorded that Baburao Keshavrao Jhambulkar ("**Baburao**") and the said Vithoba, being the landholders of various lands interalia Survey No. 126 partitioned the lands held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 126 (part) admeasuring 1 acres 33 gunthas (equivalent to 7,384.86 sq.mtrs. or thereabout) came to be recorded in the name of Babu and Survey No. 126 (part) admeasuring 3 acres 14 gunthas (equivalent to 13,556.99 sq.mtrs. or thereabout) came to be recorded in the name of Vithoba accordingly. On perusal of the 7/12 Extract pertaining to Survey No. 126, I note that the same admeasured 5 acres 20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout). However the aggregate area/holding of Baburao and Vithoba as per this ME No. 1362 is 20,941.85 and therefore, I note that there is a difference in area of 1,315.87 square



metres. I have been given to understand by the Paranjape Group that the area on site/in possession was more than as recorded in ME No. 1362. Hence, the 7/12 Extract recorded the area as per physical demarcation/actual possession. I have been further given to understand that the area in possession of Babu was 7,700 square metres and not 7,384.86 sq.mtrs. or thereabout; and the area in possession of Vithoba was 14,600 sq.mtrs. or thereabout and not 13,556.99 sq.mtrs. or thereabout.

- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02nd December 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 8) The 7/12 Extract of Survey No. 126/3 has a reference of ME No. 2352 dated 20th April, 1981. On perusal of ME No. 2352 it is not pertain to property bearing Survey No. 126/3. However, I note that this ME No. 2352 is relevant to property bearing Survey No. 126/3 and the same is evident from the following documents and information which has been furnished to me in respect of property bearing Survey Nos. 126/1 and 126/2:
 - 8.1 By and under a Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances, Maval by and between Baburao and Gyanoba Jambhulkar ("**Gyanoba**"), Baburao sold, conveyed, and transferred Survey No. 126 (part) unto the Gyanoba, at and for a consideration and on the terms and conditions therein contained. ME No. 2352 dated 20th April, 1981 records that by and under this Sale Deed, the property bearing Survey No. 126/1 admeasuring 3,800 sq.mtrs. or thereabout has been sold by Baburao to Gyanoba. However, on perusal of the Sale Deed I note that the Sale Deed records description of the land as Survey No. 126(part) without any area measurement sold thereunder.
 - 8.2 By and under a Sale Deed dated 27th January, 1981 executed and registered under Serial No. MVL-206 of 1981 with Office of Sub-Registrar of Assurances, Maval, by and between Baburao (therein referred to as Vendor) of the One Part and Devram Baburao Jhambulkar ("**Devram**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred Survey No. 126 (part) admeasuring 3900 sq.mtrs. or thereabout (wrongly mentioned as 4300 sq.mtrs. or thereabout) unto Purchaser viz. Devram, at and for a consideration and on the terms and conditions therein contained. ME No. 2354 dated 20th April, 1981 records that by and under this Sale Deed, Survey No. 126/2 has been sold by Babu to Devram. However, on perusal of the Sale Deed I note that the Sale Deed as such does not refer to Survey No. 126 (part) sold thereunder as Survey No. 126/2. The date of this ME is not stated on the ME.
 - 8.3 I have not been furnished with a copy of any order recording the sub-division of Survey No. 126. I have been informed by the Paranjape Group that the area of property bearing Survey No. 126 that remained balance after the sale in favour of Gyanoba and Devram i.e. balance area admeasuring 14,600 sq.mtrs. or thereabout was assigned property bearing Survey No. 126/3 and the same came to be recorded in the name of Vithoba.
- 9) On perusal of ME No. 2741 dated 19th May, 1985, it is recorded that, Vithoba died on 25th January, 1985 leaving behind him surviving legal heirs viz. (i) Vasant Vithoba Jhambulkar ("**Vasant**"), (ii) Digambar Vithoba Jhambulkar ("**Digambar**"), (iii) Ramdas Vithoba Jhambulkar ("**Ramdas**"), (iv) Savitribai Vithoba Jhambulkar ("**Savitribai**"), (v) Anusya Vithoba Jhambulkar



("Anusya") as his only legal heirs. Accordingly, their names were mutated in the Landholders' column of 7/12 Extract in respect of property bearing Survey No. 126/3.

- 10) On perusal of ME No. 2786 dated 13th December, 1989 it appears that, Digambar availed a loan of Rs.40,000/- from Vikas Society on the security of property bearing Survey No. 126/3. Accordingly, an encumbrance in the name of Vikas Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 126/3.
- 11) On perusal of ME No. 4609 dated 11th February 2000, it is recorded that, Ramdas made an application stating that Anusya died on 06th April, 1999 and name of Anusaya was deleted from the Landholder Column of 7/12 Extract in respect of property bearing Survey No. 126/3.
- 12) I have been furnished with incomplete ME No. 5627. I cannot express my view on the same.
- 13) On perusal of ME No. 5696 dated 11th September, 2003, it is recorded that pursuant to Order bearing No. Punvar/Kavi/22/03 dated 29th July, 2003 issued by Sub Divisional Officer Pune, whereby portion of the property comprising property bearing Survey No. 126/3 admeasuring 4000 sq.mtrs. or thereabout has been earmarked for reservation for the purpose of Kasarsai Rehabilitation Project in place of earlier property bearing Survey No. 253/1.
- 14) By and under a Release Deed dated 24th March, 2003 executed and registered under serial No. MLS-1321 of 2003 with Office of Sub Registrar and Assurances, Mulshi by and between Savitribai (therein referred to as Releasor) of One Part and (i) Vasant, (ii) Digambar and (iii) Ramdas (therein referred to as Releasee) of Other Part, Savitribai, released, relinquished and transferred her undivided share and right title and interest without to (i) Vasant, (ii) Digambar and (iii) Ramdas in the property bearing Survey No. 126/3 admeasuring 14600 sq.mtrs. or thereabout in terms as stated therein.
- 15) By and under Sale Deed dated 27th March, 2006 executed and registered under serial No. MLS-1797 of 2006 with Office of Sub Register and Assurances, Mulshi by and between (i) Vasant, (ii) Lilavati Vasant Jambhulkar ("**Lilavati**"), (iii) Sunanda Vasant Jambhulkar, (iv) Shankar Vasant Jambhulkar ("**Shankar**"), (v) Shobha Shankar Jambhulkar, (vi) Ganesh Vasant Jambhulkar ("**Ganesh**"), (vii) Sulochana Gyaneshwar Ranvde, (viii) Sunita Chandrakant Shirke, (ix) Anita Rohidas Shirke, (x) Digambar, (xi) Mangal Digambar Jambhulkar, (xii) Dattraya Digambar Jambhulkar, (xiii) Yogita Dattatrya Jambhulkar, (xiv) Umesh Digambar, (xv) Shivnath Digambar Jambhulkar, (xvi) Malan Rajkumar Bhosle, (xvii) Shalan Rajendra Nalvde, (xviii) Ramdas, (xix) Indumati Ramdas Jambhulkar, (xx) Nilesh Ramdas Jambhulkar, (xxi) Mohini Nilesh Jambhulkar, (xxii) Sandeep Ramdas Jambhulkar, (xxiii) Gopinath Ramdas Jambhulkar, (xxiv) Suvarna Ramdas Jambhulkar (xxv) Vaishali Devidas Jadhav (therein collectively referred to as Vendors) of One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of Other Part, the Vendors therein sold, conveyed and transferred the portion of property bearing Survey No. 126/3 admeasuring 1,800 square meters or thereabout unto Purchaser viz. Sudhir, at and for a consideration and on the terms and conditions therein contained.
- 16) By and under a Partition Deed dated 18th August, 2006 executed and registered under serial No. MLS-5421 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i) Ramdas (ii) Digambar and (iii) Vasant, whereunder the parties thereto effected partition of their joint land holdings of several land bearing diverse Survey Numbers and Hissa Number in the said Village as follows :
 - (a) Digambar was inter alia allocated property bearing Survey No. 126/3 Part admeasuring 4,400 square metres or thereabout;
 - (b) Ramdas was inter alia allocated property bearing Survey No. 126/3 Part admeasuring 8,400 square metres thereabout and

- (c) Vasant was allocated properties other than property comprised in property bearing Survey No. 126/3.
ME No. 6451 dated 15th September, 2006 records the said transaction in respect of property bearing Survey No. 126/3 Land Revenue Record.
- 17) ME No. 6474 dated 06th March, 2009 is not relevant to property bearing Survey No. 126/3.
- 18) On perusal of ME No. 6515 dated 13th November, 2006, it is recorded that an encumbrance of Hinjewadi Vikas Society was repaid by Digambar Vithoba Jambhulkar & Others in respect of several land which includes property bearing Survey No. 126/3. Accordingly, an encumbrance recorded in the name of Hinjewadi Vikas Society in the Other Rights Column of property bearing Survey No. 126/3 came to be deleted.
- 19) On perusal of ME No. 6584 dated 11th January, 2007, records that an encumbrance of Hinjewadi Vivid Society was repaid by Baburao Namdev Jambhulkar & Others in respect of several land which includes property bearing Survey No. 126/3. Accordingly, an encumbrance recorded in the name of Hinjewadi Vivid Society in the Other Rights Column of property bearing Survey No. 126/3 came to be deleted.
- 20) ME No. 6969 dated 17th September, 2011 is not relevant to property bearing Survey No. 126/3.
- 21) On perusal of ME No. 8043 dated 26th December, 2011, it is recorded that, Vasant died on 04th August, 2011 leaving behind him surviving legal heirs viz. (i) Shankar Vasant Jhambulkar ("**Shankar**"), (ii) Ganesh Vasant Jhambulkar ("**Ganesh**"), (iii) Lilabai Vasant Jhambulkar ("**Lilabai**"), (iv) Sulochana Dnyaneshwar Ranawade ("**Sulochana**"), (v) Sunita Chandrakant Shirke ("**Sunita**"), (vi) Anita Rohidas Shirke ("**Anita**") and (vii) Sunanda Harishchandra Jadhav ("**Sunanda**") inter alia entered on 7/12 extract in respect of property bearing Survey No. 126/3. I note that on verifying the said entry there is Cross Marked on property bearing Survey No. 126/3. Thus, I inferred that the property bearing Survey No. 126/3 is dropped from the Mutation.
- 22) ME No. 8952 dated 12th July, 2016 is not relevant to the property bearing Survey No. 126/3.
- 23) By and under a Sale Deed dated 6th August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances, Mulshi by and between Sudhir (therein referred as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir sold, conveyed and transferred the portion of property bearing Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout unto Purchaser viz. NSPL, at and for a consideration and on the terms and conditions therein contained. ME No. 8988 dated 18th August, 2016 records the said transaction in respect of property bearing Survey No. 126/3 in Land Revenue Record.
- 24) On perusal of ME No. 9036 dated 11th October, 2016, by and under a Partition Deed dated 16th September, 2016 executed and registered under Serial No. 8530 of 2016 with the Office of Sub-Registrar of Assurances by and between (i) Anita Rohidas Shirke, (ii) Umesh Digambar Jhambulkar, (iii) Ganesh Vasant Jhambulkar, (iv) Dattatray Digambar Jhambulkar, (v) Malan Rajkumar Bhosle, (vi) Mangal Digambar Jhambulkar, (vii) Ramdas, (viii) Leelabai Vasant Vithoba Jhambulkar, (ix) Shivnath Digambar Jhambulkar, (x) Sheela Rajendra Nalawade, (xi) Shankar Vasant Jhambulkar (xii) Sunita Chandrakant Shirke, (xiii) Sunanda alias Sushma Harish, (xiv) Sulochana Gyaneshwar Ranvde, whereunder partition amongst them in respect of their joint landholdings in diverse Survey Numbers and Hissa Numbers in the said Village as follows :

- (a) Dattatray Digambar Jhambulkar, Shivnath Digambar Jhambulkar and Umesh Digambar Jhambulkar was inter alia allocated portion of the property bearing Survey No. 126/3 Part admeasuring 4,400 square metres or thereabout;
- (b) Ramdas Vithoba Jambhulkar was inter alia allocated property bearing Survey No. 126/3 Part admeasuring 8,400 square metres or thereabout and
- (c) Anita Rohidas Shirke, Ganesh Vasant Jhambulkar, Leelabai Vasant Vithoba Jhambulkar, Shankar Vasant Jhambulkar, Sunita Chandrakant Shirke and Sulochana Gyaneshwar Ranvde were allocated properties other than property comprised in property bearing Survey No. 126/3.
- 25) By and under a Sale Deed dated 12th April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances by and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed**"), NSPL sold, conveyed and transferred the portion of the property bearing Survey No. 126/3 admeasuring 1,800 square meters or thereabout) unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09th September, 2019 records the said transaction in respect of property bearing Survey No. 126/3 in Land Revenue Record.
- 26) On perusal of ME No. 10673 dated 4th January, 2022 it appears that, pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe an Order dated 30th January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A) 131/MB/2018 ("**Merger Order**") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and the business undertaking including the property bearing Survey No. 126/3 admeasuring 1800 sq. mtrs or thereabout stood transferred to and vested in PSCL without any further, act or deed on and from the appointed date therein i.e. 1st April 2017. I have been furnished with a copy of the aforesaid Order dated 30th January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same has been registered with the Office of the Sub-Registrar of Assurances under Serial No. MLS-2-15104 of 2021.
- 27) On perusal of ME No. 9101 dated 06th January, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 6969 and 6474 were inserted and Mutation Entry No. 2471 was deleted.
- 28) On perusal of ME No. 9415 dated 18th September, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18th September, 2017 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L1 issued by the State Government and Order dated 18th September, 2017 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 2786, 6515 and 6584 were inserted and Mutation Entry No. 2741 and 5627 was deleted.

(IV) **Survey No. 127/1 admeasuring 2,100 square meters or thereabouts ("Fourth Property")**

- 1) On perusal of Mutation Entry ("ME") No. 657 dated 5th September, 1934, inter alia records division and survey of certain land in the said Village Hinjawadi. On the basis of the said Mutation Entry, I note that Soma Nama Kadam ("**Soma**"), Bala Sindhu Hulawale ("**Bala**") and Khandu Jambhulkar ("**Khandu**") were seized and possessed of Survey No. 127/1.
- 2) On perusal of ME No. 872 dated 7th July 1942, it is recorded that, on the death of Dhondu Khandu Jambhulkar ("**Dhondu**") around 2 years ago, names of his legal heirs and next of kin viz. Gyanu Khandu Jambhulkar ("**Gyanu**") and Genu Khandu Jambhulkar ("**Genu**") (minors represented through natural guardian Baygabai Khandu Jambhulkar ("**Baygabai**") (who are brothers of the deceased) were entered on 7/12 Extract in respect of property bearing Survey No. 127/1. I am unable to ascertain how did Survey No. 127/1 became the entitlement of Dhondu i.e. how Dhondu acquired Survey No. 127/1 from Khandu. I have been given to understand by the Paranjape Group that Dhondu was the only son of Khandu and after the death of Khandu, Dhondu inherited rights, title and interest in Survey No. 127/1. I have not been furnished with any ME recording the death of Khandu and also recording the fact that Dhondu was the only legal heir of Khandu. I note that Khandu was one of the Co-Owner of property bearing Survey No. 127/1 and holding 1/3rd share thereof.
- 3) ME No. 1262 is not relevant to the property bearing Survey No. 127/1.
- 4) On perusal of ME No. 1266 dated 28th December, 1951, it is recorded that Survey No. 127/1 has been declared as Fragment under The Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and reflected in the name of Bala.
- 5) On perusal of ME No. 1300, it is recorded that Survey No. 127/1 has been declared as Fragment under The Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and reflected in the name of Soma.
- 6) On perusal of ME No. 1307 dated 29th December, 1951, it is recorded that Survey No. 127/1 has been declared as Fragment under The Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and reflected in the names of Gyanu and Genu (who are legal heirs of Khandu Dhondu (since deceased)).
- 7) ME No. 1536 is not relevant to the property bearing Survey No. 127/1.
- 8) On perusal of ME No. 1545 dated 23rd October, 1950, it is recorded that, on the death of Bala on 29th September, 1959, names of his legal heirs viz. (i) Sopan Bala Hulawale ("**Sopan Hulawale**") (son), (ii) Nivrutti Bala Hulawale ("**Nivrutti**") (son), (iii) Baban Bala Hulawale ("**Baban**") (son), (iv) Vithal Bala Hulawale ("**Vithal Hulawale**") (son), (v) Parubai Bala Hulawale ("**Parubai**") (widow), and Sarubai Vithoba Nale ("**Sarubai**") (daughter) were entered 1/3rd undivided share in respect of property bearing Survey No. 127/1.
- 9) On perusal of ME No. 1551 dated 7th January, 1960, it is recorded that on the death of Soma on 18th October, 1948, names of his legal heirs viz. Mahadu Soma Kadam ("**Mahadu**") was entered 1/3rd undivided share in respect of property bearing Survey No. 127/1.
- 10) On perusal of ME No. 1553 dated 11th February, 1960, it is recorded that on the death of Genu Khandu Jambhulkar around 10-15 years ago names of his legal heir and next-of-kin viz. Gyanu Khandu Jambhulkar, (brother), was entered 1/3rd undivided share in respect of property bearing Survey No. 127/1.

- 11) On perusal of ME No. 1946 dated 02nd December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 12) On perusal of ME No. 2076 dated 04th July, 1974, it is recorded that, on the death of Gyanu Khandu Jambhulkar on 24th June 1974, name of his legal heir viz. Chandrabhaga Gyanu Jambhulkar (widow) ("**Chandrabhaga**") was entered 1/3rd undivided share in respect of property bearing Survey No. 127/1.
- 13) By and under a Sale Deed dated 22nd June, 1978 executed and registered under Serial No. MVL-577 of 1978 with the Office of Sub Registrar of Assurances by and between Chandrabhaga (therein referred to as Vendor) of the One Part and Sopan Baburao Jambhulkar ("**Sopan Jambhulkar**") (therein referred to as Purchaser) of the Other Part, Chandrabhaga sold, conveyed and transferred her 1/3rd undivided share and right, title and interest in portion of property bearing Survey No. 127/1 admeasuring 7 gunthas (equivalent to 700 square meters or thereabout) unto Purchaser viz. Sopan Jambhulkar, at and for a consideration and on the terms and conditions contained therein. ME No. 2206 dated 11th November, 1978 records the said transaction in respect of property bearing Survey No. 127/1 in Land Revenue Record.
- 14) By and under a Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-201-1981 with the Office of Sub-Registrar of Assurances by and between Sopan Jambhulkar (therein referred to as Vendor) of the One Part and Vithal Baburao Jhambulkar ("**Vithal**") (therein referred to as Purchaser) of the Other Part, Sopan Jambhulkar sold, conveyed and transferred portion of property bearing Survey No. 127/1 admeasuring 700 square metres or thereabout unto Purchaser viz. Vithal, at or for the consideration and in the manner contained therein. I understand that ME No. 2351 recorded the the said transaction in respect of property bearing Survey No. 127/1 in Revenue Record. However, I have not been furnished with a copy of ME No. 2351 and hence I am unable to ascertain the contents thereof.
- 15) By and under a Sale Deed dated 25th January, 1983 executed and registered under serial No. MVL-156-1983 with the Office of Sub-Registrar of Assurances, by and between (i) Sopan Hulawale, (ii) Nivrutti, (iii) Baban, (iv) Vithal Hulawale, (v) Parubai and (vi) Sarubai (therein referred to as Vendors) of the One Part and Gyanoba Baburao Jhambulkar ("**Gyanoba**") (therein referred to as Purchaser) of the Other Part, the Vendors therein sold, conveyed and transferred their 1/3rd share and also 1/3rd share of Mahadu forming the portion of the property bearing Survey No. 127/1 admeasuring 1,400 square metres or thereabout unto Purchaser viz. Gyanoba, at or for the consideration and in the manner contained therein. ME No. 2448 dated 28th April, 1983 records the said transaction in respect of property bearing Survey No. 127/1 in Land Revenue Record. [Note: Chandrabhaga was entitled to 1/3rd share i.e. 700 square metres; Mahadu was entitled to 1/3rd share i.e. 700 sq.mtrs. or thereabout and Sopan Hulawale & 5 Others were entitled to the balance 1/3rd share i.e. 700 sq.mtrs. or thereabout. Vide this Sale Deed, it appears that the 1/3rd share of Mahadu has been sold by Sopan Hulawale & 5 Others. I am unable to ascertain how did Sopan Hulawale & 5 Others acquire the 1/3rd share of Mahadu]
- 16) By and under a Sale Deed dated 2nd August, 2022 executed and registered under serial No. MLS-15216 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Gnyanoba (therein referred to as the Vendor) of the First Part, (i) Paranjape Schemes (Construction) Limited ("**PSCL**"); and (ii) P.S.C. Properties Private Limited ("**PPPL**") (therein

referred to as Purchasers) of the Second Part and (i) Tarabai Gnyanoba Jambhulkar, (ii) Sachin Gnyanoba Jambhulkar (for self and as natural guardian representing Srushti Sachin Jhambulkar and Sachin Jambhulkar), (iii) Shital Sachin Jambhulkar, (iv) Sandeep Gnyanoba Jambhulkar, (v) Komal Sandeep Jambhulkar (for self and as natural guardian representing Yash Sandeep Jhambulkar and Aayush Sandeep Jambhulkar) and (vi) Maya Sukhdev Vahile nee Maya Gnyanoba Jambhulkar (therein referred to as Confirming Parties) of the Third Part ("**Sale Deed No. 1**"), Gnyanoba with the confirmation of the Confirming Parties sold, conveyed and transferred portion of the property bearing Survey No. 127/1 admeasuring 1,400 square metres or thereabouts ("**Plot 1**") unto Purchasers viz. PSCL and PPPL, at or for the consideration and in the manner contained therein.

17) On perusal of Sale Deed No. 1, I note as follows:

- (i) PSCL entitled to own and hold Plot 1 to the extent of 90% and PPPL entitled to own and hold Plot 1 to the extent of 10%.

18) By and under a Sale Deed dated 26th August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Vithal (therein referred to as the Vendor) of the One Part and (i) PSCL; and (ii) Linker Shelter Private Limited ("**LSPL**") (therein referred to as Purchasers) of the Other Part ("**Sale Deed No. 2**"), Vithal sold, conveyed and transferred portion of the property bearing Survey No. 127/1 admeasuring 700 square metres or thereabouts ("**Plot 2**") unto Purchasers viz. PSCL and LSPL, at or for the consideration and in the manner contained therein.

19) On perusal of the Sale Deed No. 2, I note as follows:

- (i) Clause 14 states that PSCL entitled to own and hold Plot 2 to the extent of 10% and LSPL entitled to own and hold Plot 2 to the extent of 90%.

20) On perusal of ME No. 9101 dated 06th January, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, names of Vitthal Baburao Jambhulkar and Gnyanoba Baburao Jambhulkar were entered for the property bearing Survey No. 127/1.

21) On perusal of ME No. 9415 dated 18th September, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18th September, 2017 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18th September, 2017 issued by the Tehsildar, District Pune. Under the said Mutation Entry, names of Vitthal Baburao Jambhulkar and Gnyanoba Baburao Jambhulkar were entered for the property bearing Survey No. 127/1.

(V) **Survey No. 127/2 admeasuring 7,700 square meters ("Fifth Property")**

- 1) On perusal of Mutation Entry ("**ME**") No. 657 dated 5th September 1934, inter alia records division and survey of certain land in the said Village Hinjewadi. On the basis of the said Mutation Entry, I note that Soma Nama Kadam ("**Soma**"), was seized and possessed of property bearing Survey No. 127/2.

Pradip Garach

Advocate

High Court, Bombay

- 2) On perusal of ME No. 1466 dated 11th March, 1957, it is recorded that Narayan Laxman Sakhare was cultivating the property bearing Survey No. 127/2 belonged to Soma Nama Kadam, and as such the name of the said Cultivator was entered as the Protected Tenant in Other Rights Column of 7/12 extract in respect the property bearing Survey No. 127/2 under Section 3A of the Bombay Tenancy and Agricultural Land Act, 1948.
- 3) ME No. 1465 is not relevant to the property bearing Survey No. 127/2.
- 4) On perusal of ME No. 1551 dated 7th January, 1960, it is recorded that on the death of Soma on 18th October, 1948, name of his legal heir viz. Mahadu Soma Kadam ("**Mahadu**"), was entered on 7/12 Extract in respect of property bearing Survey No. 127/2.
- 5) ME No. 1875 is not relevant to the property bearing Survey No. 127/2.
- 6) On perusal of ME No. 1946 dated 02nd December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 7) Mutation Entry No. 2303 is not available and Talathi has issued the Certificate dated 26/08/2016 to that effect. However, on perusal of the Complaint pertaining to the said Suit referred to hereinbelow paragraph 14, I note that one Nathu Narayan Sakhare ("**Nathu**") was the tenant cultivating Survey No. 127/2. Nathu purchased from Mahadu Soma Kadam property bearing Survey No. 127/2 as Tenant Purchaser under the provisions of Section 32G of the Maharashtra Agricultural Lands and Tenancy Act, 1948. However, there is no specific Mutation made available for my inspection with regard to the acquirement by Nathu Narayan Sakhare.
- 8) On perusal of ME No. 3372 dated 08th February, 1995, it appears that pursuant to the letter received by the Bank of Maharashtra, Aundh Branch, from the Mhatoba Co-operative Water Supply Society Limited stating that all the loan availed by various farmers in respect of various properties for Water Supply Scheme Pune were repaid by them and hence the encumbrance recorded in the Other Rights Column of 7/12 Extract of property bearing Survey No. 127/2 came to be deleted.
- 9) On perusal of ME No. 4429 dated 19th August, 1999, it is recorded that pursuant to the letter bearing serial no. AV5/Loan/99 dated 22nd July, 1999 issued by Bank of Maharashtra, Aundh Branch stating that all the loan availed by various farmers in respect of various properties which includes property bearing Survey No. 127/2 for Mhatoba Co-operative Water Supply Society Pune was dissolved and taken over by Maharashtra Industrial Development Corporation and thereupon paid off the encumbrances. Hence, an encumbrance recorded in the Other Rights Column of 7/12 Extract of property bearing Survey No. 127/2 came to be deleted.
- 10) By and under a Sale Deed dated 21st June, 1980 executed and registered under serial no MVL-916 of 1980 with the office of Sub-Registrar of Assurances by and between Nathu (therein referred to as Vendor) of the One Part and Sopan Baburao Jambhulkar ("**Sopan**") (therein referred to as Purchaser) of the Other Part, Nathu sold, conveyed and transferred property bearing Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout unto Purchaser viz. Sopan, at and for a consideration and on the terms and conditions contained therein. I understand that ME No. 2351 recorded the foregoing. I note that in Execution Clause there is

a name of Baburao Jambhulkar instead of Sopan Baburao Jambhulkar. However, I have not been furnished with a copy of ME No. 2351 and hence I am unable to ascertain the contents thereof.

- 11) I note that there is no Mutation Entry available for payment of sale/purchase price by Nathu Narayan Sakhare to Mahadu Soma Kadam as per the Order under 32G of the Maharashtra Agricultural Lands and Tenancy Act, 1948 and thereupon Certificate of Sale under the provisions of Section 43 of the Maharashtra Agricultural Lands and Tenancy Act, 1948 issued by concerned office for the same.
- 12) By and under a Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-201-1981 with the Office of Sub-Registrar of Assurances by and between Sopan (therein referred to as Vendor) of the One Part and Vithal Baburao Jhambulkar ("**Vithal**") (therein referred to as Purchaser) of the Other Part, Sopan sold, conveyed and transferred Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout unto Purchaser viz. Vithal, at or for the consideration and in the manner contained therein.
- 13) There was Suit filed by before the Court of Civil Judge, Senior Division, Pune at Pune for Regular Civil Suit No. 300 of 2014 ("**the said Suit**") filed by (i) Dattatray Nathu Sakhare ("**Dattatray**"), (ii) Gorakh Dattatray Sakhare ("**Gorakh**"), (iii) Rajendra Dattatray Sakhare ("**Rajendra**"), (iv) Ganesh Shantaram Sakhare ("**Ganesh**"), (v) Sandeep Shantaram Sakhare ("**Sandeep**"), (vi) Manisha Shamrao Paygude ("**Manisha**"), (vii) Sunanda Shantaram Sakhare ("**Sunanda**"), (viii) Namdeo Nathu Sakhare since deceased through legal heirs Shubham Namdeo Sakhare ("**Shubham**"), (ix) Alka Gulab Pashale ("**Alka**"), (x) Parubai Dhananji Buchade ("**Parubai**"), (xi) Kavita Govind Kate ("**Kavita**") (collectively referred to as "**the Plaintiffs**") and represented through their POA holder Rajendra Dattatray Sakhare and Ganesh Shantaram Sakhare against Sopan and Vithal (referred to as "the Defendants"). I note that Ganesh had filed a Notice of Lis-Pendency dated 1st February, 2020 in respect of the said Suit and the same was registered with the Office of Sub Registrar of Assurances under serial No. 2088 of 2020. The Application taken out in the said Suit by the Plaintiff was came to be rejected under Order dated 09/10/2014. Ultimately, the said Suit was compromised between the parties thereto and compromised decree was to be drawn up accordingly. Thus, the Suit Proceedings closed and disposed off 15/09/2022.
- 14) On perusal of ME No. 10055 dated 16th November, 2019, it is recorded that an enquiry under Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948 was initiated before the Mamlatdar and Tehsildar, Agricultural Lands Tribunal, Mulshi (Paud) in respect of Survey No. 127/2. Pursuant thereto, an Order dated 25th October, 2019 was passed in Case No. Watan/SR/07/2019 whereby it was ordered/directed that Survey No. 127/2 was a Inam/Watan land (Devasthan) and the same cannot be transferred without the prior permission. Accordingly the remark of such restriction was recorded on the 7/12 Extract of Survey No. 127/2 and the tenure/class of such land was revised to 'New Sharti land'/Occupational Class II and Occupational Class-I deleted.
- 15) On perusal of ME No. 10187 dated 4th June, 2020, it is recorded that pursuant to the Order bearing No. GH/KV/07/19 dated 4th March, 2020 passed by the Tahsildar, an entry/remark was recorded in the Other Rights Column of the 7/12 Extract pertaining to Survey No. 127/2 showing an encumbrance of Rs.1,15,50,025/- as penalty payable under the provisions of Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948. I have been furnished with a copy of the said Order dated 4th March, 2020 passed by the Tahsildar.
- 16) On perusal of ME No. 10229 dated 26th August, 2020, it is recorded that, an application under Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948 was filed by Rajendra Dattatray Sakhare and Ganesh Shantaram Sakhare before the Mamlatdar and Tehsildar, Agricultural Lands Tribunal, Mulshi (Paud) in respect of Survey No. 127/2 and

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Survey No. 127/3. Pursuant to the application, an Order dated 31st July, 2020 was passed in Case No. BTAL/84C/SR/04/2020 whereby it was ordered/directed that for an amount of Rs. 1.15 Crores, an encumbrance shall be recorded in the 7/12 Extracts of Survey No. 127/2 and Survey No. 127/3 and the tenure/class of such lands shall be revised to 'New Sharti land'/Class II. I have not been furnished with any documents/papers pertaining to the said Case No. BTAL/84C/SR/04/2020 including the said Order dated 31st July, 2020.

- 17) On perusal of ME No. 10640 dated 14th December, 2021, it is recorded that Rs.1,15,50,025/- which was levied as penalty payable under the provisions of Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948 as stated in Mutation Entry No. 10187 and 10229 in respect of the property bearing Survey No. 127/2. By an Order bearing No. Tenancy/84C/SR/06/2021 dated 10th December, 2021 passed by the Tahsildar whereby the said encumbrance came to be deleted. Hence, Tenure of property bearing Survey No. 127/2 was changed from Class II to Class I.
- 18) By and under Deed of Confirmation Dated 12th August, 2022 executed and registered under serial No. MLS-12022 of 2022 with the Office of the Sub Registrar of Assurances by and between (i) Dattatray, (ii) Gorakh, (iii) Rajendra, (iv) Ganesh, (v) Sandeep , (vi) Manisha, (vii) Sunanda Shantaram, (viii) Shubham, (ix) Alka, (x) Parubai, (xi) Kavita and (xii) Rajendra Sadashiv Ghare (Confirmers) of the One Part and Vithal of the Other Part ("**Settlement Deed**"), the Confirmers confirmed and ratified that the sale and transfer of Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout from Nathu in favour of Sopan and from Sopan in favour of Vithal with confirmation of Sale Deed dated 21st June, 1980 and the Sale Deed dated 27th January, 1981, at or for the consideration and in the manner contained therein. In terms of the Settlement Deed, the Confirmers have declared that they neither have nor shall they claim to have any right, title and interest in Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout.
- 19) By and under a Sale Deed dated 26th August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances by and between Vithal (therein referred to as the Vendor) of the One Part and (i) Paranjape Schemes (Construction) Limited ("**PSCL**"); and (ii) Linker Shelter Private Limited ("**LSPL**") (therein referred to as Purchasers) of the Other Part ("**Sale Deed**"), Vithal sold, conveyed and transferred Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout unto Purchasers viz. PSCL and LSPL, at or for the consideration and in the manner contained therein.
- 20) On perusal of the Sale Deed, I note as follows:
 - (i) Clause 14 states that PSCL entitled to own and hold Survey No. 127/2 to the extent of 10% and LSPL entitled to own and hold Survey No. 127/2 to the extent of 90%.
- 21) On perusal of ME No. 9101 dated 06th January, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. We have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation, there is rectification of Mutation Entry No. 1551 was inserted and Mutation Entry No. 1521 deleted in respect of property bearing Survey No. 127/2.
- 22) On perusal of ME No. 9415 dated 18th September, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18th September, 2017 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been

furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L1 issued by the State Government and Order dated 18th September, 2017 issued by the Tehsildar, District Pune. Under the said Mutation Entry, there was the remark of a Inam/Watan land (Devasthan) and New Sharti land/ Occupational Class II inserted in respect of property bearing Survey No. 127/2.

(VI) **Survey No. 127/3 admeasuring 3,000 square meters or thereabouts ("Sixth Property")**

- 1) On perusal of Mutation Entry ("ME") No. 657 dated 5th September 1934, inter alia records division and survey of certain land in the said Village Hinjawadi. On the basis of the said Mutation Entry, I note that Bala Sindhu Hulawale ("**Bala**"), was seized and possessed of property bearing Survey No. 127/3.
- 2) On perusal of ME No. 1266 dated 28th December, 1951, it is recorded that property bearing Survey No. 127/3 has been declared as Fragment under The Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and reflected in the name of Bala.
- 3) ME No. 1536 is not relevant to the property bearing Survey No. 127/3.
- 4) On perusal of ME No. 1545 dated 23rd October, 1950, it is recorded that on the death of Bala on 29th September, 1959, names of his legal heirs viz. (i) Sopan Bala Hulawale ("**Sopan**") (son), (ii) Nivrutti Bala Hulawale ("**Nivrutti**") (son), (iii) Baban Bala Hulawale ("**Baban**") (son), (iv) Vithal Bala Hulawale ("**Vithal Hulawale**") (son), (v) Parubai Bala Hulawale ("**Parubai**") (widow), and Sarubai Vithoba Nale ("**Sarubai**") (daughter) were entered on 7/12 extract in respect of property bearing Survey No. 127/3.
- 5) On perusal of ME No. 1946 dated 02nd December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 6) On perusal of ME No. 2546 dated 24th January, 1986, it is recorded that on the death of Nivrutti on 8th September, 1985, names of his legal heirs viz. (i) Gyanoba Nivruti Hulawale ("**Gyanoba**") (son), (ii) Tukaram Nivruti Hulawale ("**Tukaram**") (son), (iii) Sakharam Nivrutti Hulawale ("**Sakharam**") (son), and (iv) Chandrabhaga Nivruti Hulawale ("**Chandrabhaga**") (widow), were entered on 7/12 extract in respect of property bearing Survey No. 127/3 and the name of Chandrabhaga was recorded in the Other Rights Column and names of other legal heirs entered as Landholders on the 7/12 extract in respect of property bearing Survey No. 127/3.
- 7) By and under a Sale Deed dated 15th October, 1986 executed and registered under serial No. 2553 of 1986 with the Office of Sub-Registrar of Assurances, by and between (i) Sopan (ii) Baban (iii) Vithal Hulawale, (iv) Parubai (v) Sarubai, (vi) Gyanoba, (vii) Tukaram, (viii) Sakharam and (ix) Chandrabhaga (therein referred to as Vendors) of the One Part and Vithal Baburao Jambhulkar ("**Vithal**") (therein referred to as Purchaser) of the Other Part, the Vendors therein sold, conveyed and transferred Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout unto Purchaser viz. Vithal, at or for the consideration and in the manner contained therein. ME No 2954 dated 2nd January 1987 records the said transaction in respect of property bearing Survey No. 127/3 in Land Revenue Record.
- 8) On perusal of ME No. 10228 dated 26th August, 2020, it is recorded that, an application under Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948 was filed by

Rajendra Dattatray Sakhare and Ganesh Shantaram Sakhare before the Mamlatdar and Tehsildar, Agricultural Lands Tribunal, Mulshi (Paud) in respect of Survey No. 127/3. Pursuant to the application, an Order dated 31st July, 2020 was passed in Case No. Tenancy/84C/SR/04/2020 whereby it was ordered/directed that for an amount of Rs. 1.15 Crores, an encumbrance shall be recorded in the 7/12 Extracts of Survey No. 127/3 and Survey No. 127/3 and the tenure/class of such lands shall be revised to 'New Sharti land'/Class II. I have not been furnished with any documents/papers pertaining to the said Case No. BTAL/84C/SR/04/2020 including the said Order dated 31st July, 2020.

- 9) By and under a Sale Deed dated 26th August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Vithal Baburao Jambhulkar (therein referred to as the Vendor) of the One Part and (i) Paranjape Schemes (Construction) Limited ("**PSCL**"); and (ii) Linker Shelter Private Limited ("**LSPL**") (therein referred to as Purchasers) of the Other Part ("**Sale Deed**"), Vithal sold, conveyed and transferred Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout unto Purchasers viz. PSCL and LSPL, at or for the consideration and in the manner contained therein.
- 10) On perusal of the Sale Deed I note as follows:
- (i) Clause 14 states that PSCL entitled to own and hold Survey No. 127/3 to the extent of 10% and LSPL entitled to own and hold Survey No. 127/3 to the extent of 90%.
- 11) On perusal of ME No. 9188 dated 27th March, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 25th March 2017 bearing reference no. REVSM7701 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 25th March 2017 bearing reference no. REVSM7701 issued by the Tehsildar, District Pune. Under the said Mutation Entry, it is recorded that Mutation Entry No. 9101 was deleted.

(VII) Survey No. 127/4 admeasuring 3,200 square meters or thereabouts ("Seventh Property")

- 1) On perusal of Mutation Entry ("**ME**") No. 657 dated 5th September 1934, inter alia records division and survey of certain land in the said Village Hinjawadi. On the basis of the said Mutation Entry, I note that Khandu Jambhulkar ("**Khandu**"), was seized and possessed of property bearing Survey No. 127/4.
- 2) On perusal of ME No. 872 dated 7th July 1942, it is recorded that, on the death of Dhondu Khandu Jambhulkar ("**Dhondu**") around 2 years ago, names of his legal heirs and next of kin viz. Gyanu Khandu Jambhulkar ("**Gyanu**") and Genu Khandu Jambhulkar ("**Genu**") (minors represented through natural guardian Baygabai Khandu Jambhulkar ("**Baygabai**") (who are brothers of the deceased) were entered on 7/12 Extract in respect of property bearing Survey No. 127/4. I am unable to ascertain how did Survey No. 127/4 became the entitlement of Dhondu i.e. how Dhondu acquired Survey No. 127/4 from Khandu. I have been given to understand by the Paranjape Group that Dhondu was the only son of Khandu and after the death of Khandu, Dhondu inherited rights, title and interest in Survey No. 127/4. I have not been furnished with any ME recording the death of Khandu and also recording the fact that Dhondu was the only legal heir of Khandu. I note that Khandu was one of the Co-Owner of property bearing Survey No. 127/4.

- 3) On perusal of ME No. 1307 dated 29th December, 1951, it is recorded that Survey No. 127/1 has been declared as Fragment under The Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and reflected in the names of Gyanu Khandu Jambhulkar and Genu Khandu Jambhulkar (who are legal heirs of Khandu Dhondu (since deceased)).
- 4) On perusal of ME No. 1553 dated 11th February, 1960, it is recorded that on the death of Genu Khandu Jambhulkar around 10-15 years ago names of his legal heir and next-of-kin viz. Gyanu Khandu Jambhulkar, (brother), was entered on 7/12 extract in respect of property bearing Survey No. 127/4.
- 5) On perusal of ME No. 1946 dated 02nd December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 6) ME No. 1948 is not relevant to the property bearing Survey No. 127/4.
- 7) On perusal of ME No. 2076 dated 04th July, 1974, it is recorded that, on the death of Gyanu Khandu Jambhulkar on 24th June 1974, name of his legal heir viz. Chandrabhaga Gyanu Jambhulkar (widow) ("**Chandrabhaga**") was entered on 7/12 extract in respect of property bearing Survey No. 127/4.
- 8) By and under a Sale Deed dated 22nd June, 1978 executed and registered under Serial No. MVL-577 of 1978 with the Office of Sub Registrar of Assurances, Maval by and between Chandrabhaga Gyanu Jambhulkar (therein referred to as Vendor) of the One Part and Sopan Baburao Jambhulkar ("**Sopan**") (therein referred to as Purchaser) of the Other Part, Chandrabhaga sold, conveyed and transferred Survey No. 127/4 admeasuring 32 Gunthas (equivalent to 3,200 sq.mtrs. or thereabout) unto Purchaser viz. Sopan, at and for a consideration and on the terms and conditions contained therein. ME No. 2206 dated 11th November, 1978 records the said transaction in respect of property bearing Survey No. 127/4 in Land Revenue Record.
- 9) On perusal of ME No. 2536 dated 31st December, 1985, it is recorded that Sopan availed a loan of Rs.15,000/- from Hinjewadi Vikas Co-operative Society on the security of property bearing Survey No. 127/4. Accordingly, an encumbrance in the name of Hinjewadi Vikas Co-operative Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 127/4.
- 10) On perusal of ME No. 3712 dated 10th June, 1997 it appears that Sopan availed a loan of Rs.2,40,000/- from Canara Bank Hinjewadi Branch on the security of property bearing Survey No. 127/4. Accordingly, an encumbrance in the name of Hinjewadi Vikas Co-operative Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 127/4.
- 11) On perusal of ME No. 5230 dated 18th August, 2001, it is recorded that Sopan repaid the loan availed from Hinjewadi Vikas Co-operative Society. Accordingly, an encumbrance recorded in the name of Hinjewadi Vikas Co-operative Society in the Other Rights Column of property bearing Survey No. 127/4 came to be deleted.
- 12) On perusal of ME No. 5546 dated 25th November 2002, it is recorded that Sopan repaid the loan for Rs.2,40,000/- to Canara Bank Hinjewadi Branch. Accordingly, an encumbrance

recorded in the name of Canara Bank Hinjewadi Branch in the Other Rights Column of property bearing Survey No. 127/4 came to be deleted.

- 13) By and under an Exchange Deed dated 20th October 2010 executed and registered under serial No. MLS-02-3825 of 2010 with the Office of Sub Registrar of Assurances, Mulshi by and between Sopan of the One Part and Vitthal Baburao Jambhulkar ("**Vitthal**") of the Other Part, Sopan exchanged Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout with Vitthal against Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabout in the manner and as per the terms and conditions more particularly mentioned therein. ME No. 7742 dated 01st November, 2010 records the said transaction in respect of property bearing Survey No. 127/4 entered in the name of Vitthal Baburao Jambhulkar in Land Revenue Record.
- 14) By and under a Sale Deed dated 26th August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Vitthal Baburao Jambhulkar (therein referred to as the Vendor) of the One Part and (i) Paranjape Schemes (Construction) Limited ("**PSCL**"); and (ii) Linker Shelter Private Limited ("**LSPL**") (therein referred to as Purchasers) of the Other Part ("**Sale Deed**"), Vitthal inter alia sold, conveyed and transferred Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout unto Purchasers viz. PSCL and LSPL, at or for the consideration and in the manner contained therein.
- 15) On perusal of the Sale Deed, I note as follows:
- (i) Clause 14 states that PSCL entitled to own and hold Plot 1 to the extent of 10% and LSPL entitled to own and hold Plot 1 to the extent of 90%.
- 16) On perusal of ME No. 9101 dated 06th January, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 7742 was inserted in the name of Vitthal Baburao Jambhulkar for the property bearing Survey No. 127/4 and name of Sopan Baburao Jambhulkar was deleted for the property bearing Survey No. 127/4.
- 17) On perusal of ME No. 9415 dated 18th September, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18th September, 2017 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L1 issued by the State Government and Order dated 18th September, 2017 issued by the Tehsildar, District Pune.

(VIII) Survey No. 128/1/1 admeasuring 3,600 square meters or thereabouts ("Eighth Property**")**

- 1) On perusal of Mutation Entry ("**ME**") No. 545 dated 15th September, 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("**Sasntram**") was seized and possessed of Survey No. 128/1. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 128/1.

- 2) On perusal of ME No. 545 dated 15th September, 1933, the said Santram died on 27th July, 1933 leaving behind him surviving his son, Vithoba Santram Jambhulkar ("**Vithoba**") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.128/1.
- 3) On perusal of ME No. 836 dated 04th January, 1941 it further appears that, Kesu Ganpati Jambhulkar ("**Kesu**") died on 09th January, 1939 leaving behind him surviving Babu Kesu Jambhulkar ("**Babu**") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 128/1.
- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 128/1 for the year 1953 and on perusal thereof I note that, Survey No. 128/1 admeasured 1 acres 31 gunthas (equivalent to 7,385.47 square meters) and the names of Vithoba and Babu were recorded as the holders therein.
- 5) On perusal of ME No. 1362 dated 22nd February, 1953 it is recorded that Baburao Keshavrao Jhambulkar ("**Baburao**") and the said Vithoba, being the landholders of various lands interalia Survey No. 128 partitioned the lands held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 128/1 (part) admeasuring 34 gunthas (equivalent to 3,400 square metres) came to be recorded in the name of Babu. On perusal of the 7/12 Extract pertaining to Survey No. 128/1, I note that the same admeasured 1 acres 31 gunthas (equivalent to 7,385.47 sq.mtrs. or thereabout). I have been further given to understand by the Paranjape Group that only a portion of Survey No. 128/1 was the subject matter of ME No. 1362 and not the entire Survey No. 128/1 and in any event prior to the partition and post the partition the ownership of Survey No. 128/1 remained with Babu.
- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02nd December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in the Land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 8) On perusal of ME No. 2058 dated 16th April 1974, it is recorded that Baburao availed a loan of Rs.7,400/- from District Land Development Bank, Pune for the purpose Water Supply Scheme, Pune of property bearing Survey No. 128/1 (part). Accordingly, an encumbrance in the name of Maharashtra Sahakari Vikas Bank was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 128/1 (part).
- 9) On perusal of ME No. 2204 dated 9th February 1978, it is recorded that Baburao repaid the loan of Rs.7,400/- availed from Maharashtra State Sahakari Vikas Bank on 07th January, 1970. Accordingly, an encumbrance recorded in the name of Maharashtra Sahakari Vikas Bank in the Other Rights Column of property bearing Survey No. 128/1 (Part) came to be deleted.
- 10) By and under a Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances by and between Baburao Keshavrao Jhambulkar (therein referred to as Vendor) of the One Part and Vithal

Baburao Jambhulkar ("**Vithal**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred portion of the property bearing Survey No. 128/1Part admeasuring 3400 sq.mtrs. or thereabout unto Purchaser Viz. Vithal, at and for a consideration and on the terms and conditions contained therein. ME No. 2348 dated 07th April, 1981 records the said transaction in respect of property bearing Survey No. 128/1Part in Land Revenue Record.

- 11) On perusal of ME No. 2348 dated 07th April, 1981, it is recorded that, pursuant to the aforesaid Sale Deed dated 27th January, 1981, Survey No. 128/1 was subdivided and was renumbered as Survey Nos. 128/1/1 and 128/1/2. Accordingly, Survey No. 128/1/1 admeasuring 3,450 sq.mtrs. or thereabout came to be recorded in name of Baburao and Survey No. 128/1/2 admeasuring 3,450 sq.mtrs. or thereabout came to be recorded in name of Vithal. I have not been furnished with a copy of any Order recording the subdivision. Further, I note that the area of Survey No. 128/1/1 and Survey No. 128/1/2 have been recorded in this ME as 3,450 sq.mtrs. or thereabout each instead of 3,600 sq.mtrs. or thereabout each. I am unable to ascertain why the area is recorded less by 150 square metres. I have been given to understand by the Paranjape Group that the area of the 'pot kharaba' of Survey No. 128/1/1 and Survey No. 128/1/2 which is also 150 square metres each has been erroneously remained to be recorded in this ME.
- 12) On perusal of ME No. 2353 dated 20th April, 1981, it is recorded that by and under a Sale Deed dated 27th January, 1981 executed between Baburao Keshavrao Jhambulkar (therein referred to as Vendor) of the One Part and Sopan Baburao Jambhulkar ("**Sopan**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred Survey No. 128/1/1 admeasuring 3450 sq.mtrs. or thereabout unto Purchaser viz. Sopan, at and for a consideration and on the terms and conditions contained therein.
- 13) I note that Babu has sold the same property i.e. Survey No. 128/1/1 in two different parties i.e. under the Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances to Vithal and under Sale Deed dated 27th January, 1981 to Sopan. I have been given to understand by the Paranjape Group that this incongruity in area in the said two Sale Deeds has been resolved by making Vithal and his family members, legal heirs of Babu/Baburao and Sopan and his family members parties to the Sale Deed dated 03rd April, 2006 more particularly referred to paragraph 10 hereunder.
- 14) On perusal of ME No. 2536 dated 31st December, 1985, it is recorded that Sopan availed a loan of Rs.15,000/- from Hinjewadi Vikas Co-operative Society on the security of property bearing Survey No. 128/1/1. Accordingly, an encumbrance in the name of Hinjewadi Vikas Co-operative Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 128/1/1.
- 18) On perusal of ME No. 3712 dated 10th June, 1997 it appears that Sopan availed a loan of Rs.2,40,000/- from Canara Bank Hinjewadi Branch on the security of property bearing Survey No. 128/1/1. Accordingly, an encumbrance in the name of Hinjewadi Vikas Co-operative Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 128/1/1.
- 15) On perusal of ME No. 5230 dated 18th August, 2001, it is recorded that Sopan repaid the loan availed from Hinjewadi Vikas Co-operative Society. Accordingly, an encumbrance recorded in the name of Hinjewadi Vikas Co-operative Society in the Other Rights Column of property bearing Survey No. 128/1/1 came to be deleted.

- 16) By and under a Sale Deed dated 03rd April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i) Vitthal Baburao Jambhulkar, (ii) Sopan Baburao Jambhulkar, (iii) Hirabai Sopan Jambhulkar ("**Hirabai**"), (iv) Gokul Sopan Jambhulkar ("**Gokul**"), (iv-a) Vivek Gokul Jhambulkar ("**Vivek**") represented by natural guardian Farina Gokul, (v) Kaushalya Gokul Jambhulkar ("**Kaushalya**"), (vi) Chaya Ranvde ("**Chaya**"), (vii) Rukmanibai Vithal Jambhulkar ("**Rukmanibai**"), (viii) Devram Gyanoba Jhambulkar ("**Devram**"), (a) Abhishek Devram Jhambulkar ("**Abhishek**"), (b) Kaveri Devram Jhambulkar ("**Kaveri**"), (c) Chaitrali Devram Jhambulkar ("**Chaitrali**") all minors represented by their father and natural guardian Devram, (ix) Lakshmibai Devram Jambhulkar ("**Lakshmibai**"), (x) Gyanoba, (xi) Tarabai Gyanoba Jhambulkar ("**Tarabai**"), (xii) Sachin Gyanoba Jhambulkar ("**Sachin**"), (xiii) Sandeep Gyanoba Jambhulkar ("**Sandeep**"), (xiv) Maya Sukhdev ("**Maya**") (therein referred to as Vendors) of the One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of the Other Part, Vithal, Sopan and Others i.e. the Vendors therein inter alia sold, conveyed and transferred a portion of property bearing Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. Sudhir, at and for consideration and on the terms and conditions mentioned therein. ME No. 6601 dated 17th January, 2007 records the said transaction in respect of property bearing Survey No. 128/1/1 in Land Revenue Record.
- 17) On perusal of ME No. 7391 dated 30th March 2009, it is recorded that Sopan repaid the loan for Rs.2,40,000/- to Canara Bank Hinjewadi Branch. Accordingly, an encumbrance recorded in the name of Canara Bank Hinjewadi Branch in the Other Rights Column of property bearing Survey No. 128/1/1 came to be deleted.
- 18) By and under a Sale Deed dated 04th August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances, Mulshi by and executed between Sudhir (therein referred as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir inter alia sold, conveyed and transferred the Plot 1 i.e. portion of property bearing Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout unto Purchaser viz. NSPL, at and for consideration and on the terms and conditions mentioned therein. ME No. 8988 dated 18th August, 2016 records the said transaction in respect of property bearing Survey No. 128/1/1 in Land Revenue Record.
- 19) By and under a Sale Deed dated 12th April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances, by and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed No. 1**"), NSPL inter alia sold, conveyed and transferred the Plot 1 i.e. portion of property bearing Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09th September, 2019 records the the said transaction in respect of property bearing Survey No. 128/1/1 in Land Revenue Record.
- 20) On perusal of ME No. 10673 dated 4th January, 2022 it appears that, pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe an Order dated 30th January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A) 131/MB/2018 ("**Merger Order**") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and the business stood transferred to and vested in PSCL without any further, act or deed on and from the appointed date therein i.e. 1st April 2017. I have been furnished with a copy of the aforesaid Order dated 30th January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same

has been registered with the Office of the Sub-Registrar of Assurances under Serial No.MLS-2-15104 of 2021.

- 21) By and under a Gift Deed dated 23rd June, 2021 executed and registered under serial No. MLS-02- 12045 of 2021 with the Office of Sub Registrar of Assurances, Mulshi by Sopan Baburao Jambhulkar (therein referred to as Donor) of the One Part in favour of Gokul Sopan Jhambulkar ("**Gokul**") (therein referred to as Donee) of the Other Part, Sopan transferred and assigned the balance portion of Survey No. 128/1/1 admeasuring 3,279 sq.mtrs. or thereabout ("**Plot 2**") unto Donee viz. Gokul without consideration out of love and affection as and by way of gift in the manner contained therein. ME No. 10839 dated 24th June, 2022 records the said transaction in respect of property bearing Survey No. 128/1/1 in Land Revenue Record.
- 22) By and under a Sale Deed dated 8th August, 2022 executed and registered under serial No. MLS-11779 of 2022 with the Office of Sub Registrar of Assurances, Mulshi by and between Gokul (therein referred to as Vendor) of the First Part; (i) Sopan, (ii) Hirabai, (iii) Kaushalya, (iv) Vivek, (v) Viraj Gokul Jambhulkar (minor represented through natural guardian Gokul) (therein referred to as Confirming Parties) of the Second Part and (i) PSCL; and (ii) P.S.C. Properties Private Limited ("**PPPL**") (therein referred to as Purchasers) of the Third Part ("**Sale Deed No. 2**"), Gokul with the confirmation of the Confirming Parties sold, conveyed and transferred Plot 2 i.e. balance portion of Survey No. 128/1/1 admeasuring 3279 square meters or thereabout unto Pucahsers viz. PSCL and PPPL, at or for the consideration and in the manner contained therein.
- 23) On perusal of the Sale Deed No.2, I note as follows:
- (i) Clause 14 states that PSCL entitled to own and hold Plot 2 to the extent of 10% and PPPL entitled to own and hold Plot 2 to the extent of 90%.
- 24) On perusal of ME No. 9101 dated 06th January, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune. There is no material changes made in respect of this property bearing Survey No. 128/1/1 and all changes mentioned therein are duly dealt with hereinabove.

(IX) Survey No. 128/1/2 admeasuring 3,600 square meters or thereabouts ("Ninth Property")

- 1) On perusal of Mutation Entry ("**ME**") No. 545 dated 15th September, 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("**Santram**") was seized and possessed of Survey No. 128/1. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 128/1.
- 2) On perusal of ME No. 545 dated 15th September, 1933, the said Santram died on 27th July, 1933 leaving behind him surviving his son, Vithoba Santram Jambhulkar ("**Vithoba**") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.128/1.
- 3) On perusal of ME No. 836 dated 04th January, 1941 it further appears that, Kesu Ganpati Jambhulkar ("**Kesu**") died on 09th January, 1939 leaving behind him surviving Babu Kesu

Jambhulkar ("**Babu**") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 128/1.

- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 128/1 for the year 1953 and on perusal thereof I note that, Survey No. 128/1 admeasured 1 acres 31 gunthas (equivalent to 7,385.47 sq.mtrs. or thereabout) and the names of Vithoba and Babu were recorded as the holders therein.
- 5) On perusal of ME No. 1362 dated 22nd February, 1953 it is recorded that Baburao Keshavrao Jhambulkar ("**Baburao**") and the said Vithoba, being the landholders of various lands interalia Survey No. 128 partitioned the lands held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 128/1 (part) admeasuring 34 gunthas (equivalent to 3,439.78 square metres) came to be recorded in the name of Babu. On perusal of the 7/12 Extract pertaining to Survey No. 128/1, I note that the same admeasured 1 acres 31 gunthas (equivalent to 7,385.47 sq.mtrs. or thereabout). I have been further given to understand by the Paranjape Group that only a portion of Survey No. 128/1 was the subject matter of ME No. 1362 and not the entire Survey No. 128/1 and in any event prior to the partition and post the partition the ownership of Survey No. 128/1 remained with Babu.
- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02nd December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in the Land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 8) On perusal of ME No. 2058 dated 16th April 1974, it is recorded that Baburao availed a loan of Rs.7,400/- from District Land Development Bank, Pune for the purpose Water Supply Scheme, Pune of property bearing Survey No. 128/1 (part). Accordingly, an encumbrance in the name of Maharashtra Sahakari Vikas Bank was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 128/1 (part).
- 9) On perusal of ME No. 2204 dated 9th February 1978, it is recorded that Baburao repaid the loan of Rs.7,400/- availed from Maharashtra State Sahakari Vikas Bank on 07th January, 1970. Accordingly, an encumbrance recorded in the name of Maharashtra Sahakari Vikas Bank in the Other Rights Column of property bearing Survey No. 128/1 (Part) came to be deleted.
- 10) By and under a Sale Deed dated 27th January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances by and between Baburao (therein referred to as Vendor) of the One Part and Vithal Baburao Jambhulkar ("**Vithal**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred Survey No. 128/1/1 and Survey No. 128/1/2 unto Purchaser Viz. Vithal, at and for a consideration and on the terms and conditions contained therein. ME No. 2348 dated 07th April, 1981 records the said transaction in respect of property bearing Survey No. 128/1/1 in Revenue Record.
- 11) On perusal of ME No. 2348 dated 07th April, 1981, it is recorded that, pursuant to the aforesaid Sale Deed dated 27th January, 1981, Survey No. 128/1 was subdivided and was renumbered as Survey Nos. 128/1/1 and 128/1/2, accordingly Survey No. 128/1/1 admeasuring 3,450 sq.mtrs. or thereabout came to be recorded in name of Baburao and Survey No. 128/1/2 admeasuring 3,450 sq.mtrs. or thereabout came to be recorded in name

of Vitthal. I have not been furnished with a copy of any order recording the sub-division. Further, I note that the area of Survey No. 128/1/1 and Survey No. 128/1/2 have been recorded in this ME as 3,450 sq.mtrs. or thereabout each instead of 3,600 sq.mtrs. or thereabout each. I am unable to ascertain why the area is recorded less by 150 sq.mtrs. or thereabout. I have been given to understand by the Paranjape Group that the area of the 'pot kharaba' of Survey No. 128/1/1 and Survey No. 128/1/2 which is also 150 sq.mtrs. or thereabout each has been erroneously remained to be recorded in this ME.

- 12) On perusal of ME No. 3372 dated 08th February, 1995, it appears that pursuant to the letter received by the Bank of Maharashtra, Aundh Branch, from the Mhatoba Co-operative Water Supply Society Limited stating that all the loan availed by various farmers in respect of various properties for Water Supply Scheme Pune were repaid by them and hence the encumbrance recorded in the Other Rights Column of 7/12 Extract of property bearing Survey No. 128/1/2 came to be deleted.
- 13) On perusal of ME No. 4429 dated 19th August, 1999, it is recorded that pursuant to the letter bearing serial no. AV5/Loan/99 dated 22nd July, 1999 issued by Bank of Maharashtra, Aundh Branch stating that all the loan availed by various farmers in respect of various properties for Mhatoba Co-operative Water Supply Society Pune was dissolved and taken over by Maharashtra Industrial Development Corporation and thereupon paid off the encumbrances. Hence, an encumbrance recorded in the Other Rights Column of 7/12 Extract of property bearing Survey No. 128/1/2 came to be deleted.
- 14) By and under a Sale Deed dated 03rd April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i) Vitthal, (ii) Sopan Baburao Jambhulkar ("**Sopan**"), (iii) Hirabai Sopan Jambhulkar ("**Hirabai**"), (iv) Gokul Sopan Jambhulkar ("**Gokul**"), (iv-a) Vivek Gokul Jhambulkar ("**Vivek**") represented by natural guardian Farina Gokul, (v) Kaushalya Gokul Jambhulkar ("**Kaushalya**"), (vi) Chaya Ranvde ("**Chaya**"), (vii) Rukmanibai Vitthal Jambhulkar ("**Rukmanibai**"), (viii) Devram Gyanoba Jhambulkar ("**Devram**"), (a) Abhishek Devram Jhambulkar ("**Abhishek**"), (b) Kaveri Devram Jhambulkar ("**Kaveri**"), (c) Chaitrali Devram Jhambulkar ("**Chaitrali**") all minors represented by their father and natural guardian Devram, (ix) Lakshmibai Devram Jambhulkar ("**Lakshmibai**"), (x) Gyanoba, (xi) Tarabai Gyanoba Jhambulkar ("**Tarabai**"), (xii) Sachin Gyanoba Jhambulkar ("**Sachin**"), (xiii) Sandeep Gyanoba Jambhulkar ("**Sandeep**"), (xiv) Maya Sukhdev ("**Maya**") (therein referred to as Vendors) of the One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of the Other Part, Vitthal and Others i.e. the Vendors therein sold, conveyed and transferred a portion of Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout ("**Plot 1**") unto Sudhir, at and for consideration and on the terms and conditions mentioned therein. ME No. 6601 dated 17th January, 2007 records the said transaction in respect of property bearing Survey No. 128/1/2 in Land Revenue Record.
- 15) By and under an Exchange Deed dated 20th October 2010 executed and registered under serial No. MLS-02-3825 of 2010 with the Office of Sub Registrar of Assurances, Mulshi by and between Sopan Baburao Jambhulkar ("**Sopan**") of the One Part and Vitthal of Other Part, Sopan exchanged property bearing Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout with Vitthal against Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabout in the manner and as per the terms and conditions more particularly mentioned therein. ME No. 7742 dated 01st November, 2010 records the said transaction in respect of property bearing Survey No. 128/1/2 to the extent of admeasuring 3,279 sq.mtrs. or thereabout entered in the name of Sopan Baburao Jambhulkar in Revenue Record.
- 16) By and under a Sale Deed dated 6th August, 2016 executed and registered under serial No. 7226 of 2016 with Office of Sub-Registrar of Assurances by and between Sudhir Shivdev Bapat ("**Sudhir**") (therein referred as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir sold, conveyed

and transferred sold, conveyed and transferred a portion of Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. NSPL at and for a consideration and on the terms and conditions therein contained. ME No. 8988 dated 18th August 2016 records the said transaction in respect of property bearing Survey No. 128/1/2 in Land Revenue Record.

- 17) By and under a Sale Deed dated 12th April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed No. 1**"), NSPL sold, conveyed and transferred the a portion of Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09th September, 2019 records the said transaction in respect of property bearing Survey No. 128/1/2 in Land Revenue Record.
- 18) By and under a Gift Deed dated 02nd August, 2021 executed and registered under serial No. MLS-02-11087 of 2021 with the Office of Sub Registrar of Assurances, Mulshi by Sopan Baburao Jambhulkar (therein referred to as Donor) of the One Part in favour of Gokul Sopan Jhambulkar ("**Gokul**") (therein referred to as Donee) of the Other Part, Sopan transferred and assigned the balance portion of Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabout ("**Plot 2**") unto Donee viz. Gokul without consideration out of love and affection as and by way of gift in the manner contained therein. ME No. 10544 dated 02nd August, 2021 records the said transaction in respect of property bearing Survey No. 128/1/2 in Land Revenue Record
- 19) On perusal of ME No. 10673 dated 4th January, 2022 it appears that, pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe an Order dated 30th January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A) 131/MB/2018 ("**Merger Order**") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and the business stood transferred to and vested in PSCL without any further, act or deed on and from the appointed date therein i.e. 1st April 2017. I have been furnished with a copy of the aforesaid Order dated 30th January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same has been registered with the Office of the Sub-Registrar of Assurances under Serial No. MLS-2-15104 of 2021.
- 20) By and under a Sale Deed dated 8th August, 2022 executed and registered under serial No. MLS-11779 of 2022 with the Office of Sub Registrar of Assurances by and between Gokul Sopan Jambhulkar (therein referred to as Vendor) of the First Part; (i) Sopan, (ii) Hirabai, (iii) Kaushalya, (iv) Vivek, (v) Viraj Gokul Jambhulkar (minor represented through natural guardian Gokul) (therein referred to as Confirming Parties) of the Second Part and (i) PSCL; and (ii) P.S.P. Properties Private Limited ("**PPPL**") (therein referred to as Purchasers) of the Third Part ("**Sale Deed No. 2**"), Gokul with the confirmation of the Confirming Parties sold, conveyed and transferred balance portion of Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabout ("**Plot 2**") unto Purchasers viz. PSCL and PPPL, at or for the consideration and in the manner contained therein.
- 21) On perusal of the Sale Deed No.2, I note as follows:
- (i) Clause 14 states that PSCL entitled to own and hold Plot 2 to the extent of 10% and PPPL entitled to own and hold Plot 2 to the extent of 90%.
- 22) On perusal of ME No. 9101 dated 06th January, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1

issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28th December, 2016 issued by the Tehsildar, District Pune. There is no material changes made in respect of this property bearing Survey No. 128/1/2 and all changes mentioned therein are duly dealt with hereinabove.

- 23) On perusal of ME No. 9420 dated 22nd September, 2017 it appears that, pursuant to directions issued under Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 20th September, 2017 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7th May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L1 issued by the State Government and Order dated 18th September, 2017 issued by the Tehsildar, District Pune. There is no material changes made in respect of this property bearing Survey No. 128/1/2 and all changes mentioned therein are duly dealt with hereinabove.

IV) **TRANSACTION DOCUMENTS**

- 1) By and under a unregistered Joint Development Agreement dated 14th February, 2023, ("JDA"), executed between 1) Paranjpe Scheme (Construction) Limited ("**Owner No. 1/PSCL**") of the First Part, 2) PSC Properties Private Limited ("**Owner No. 2/PPPL**") of the Second Part and 3) Linker Shelter Private Limited ("**Owner No. 3/LSPL**") of the Third Part and (i) Macrotech Developers Limited ("**MDL/Developer No. 1**") of the Fourth Part and (ii) Precisehomes Constructions Private Limited ("**Precise/Developer No. 2**") of the Fifth Part, whereunder Paranjpe Scheme (Construction) Limited and others inter alia granted, conveyed and assigned and transferred unto Developers the absolute and unencumbered rights to develop the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 25800 square meters or thereabouts more particularly described in the First Schedule thereunder written forming a part of said Larger Property together with entitlements and obligations mentioned in Second Schedule thereunder written on terms and conditions stated therein.
- 2) Pursuant thereto, by unregistered Irrevocable Powers of Attorney dated 14th February, 2023 executed by 1) Paranjpe Scheme (Construction) Limited, 2) PSC Properties Private Limited and 3) Linker Shelter Private Limited ("**Owners / Grantors**") in favour of representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Developers/Attorney**") whereunder the Owners have appointed the Developers acting through their Directors and authorised signatories to be their true and lawful Attorney and conferred upon the Developers powers and authorities to do and carry out all and any acts, deeds, matters and things for and their behalf and in their names for development of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 25800 square meters or thereabouts more particularly described in the First Schedule thereunder written forming a part of said Larger Property as stated therein in terms of Joint Development Agreement.

V) **NA Order**

- 3) I have not been furnished with a copy of any Order issued by the Collector Office Pune under Section 44 of the Maharashtra Land Revenue Act, 1966 thereby granting a non-agricultural user permission in respect of the said Larger Property for residential and/or industrial/commercial use purposes ("**NA Order**"). I have not been furnished with Non-agricultural Taxes ("**NA Taxes**") Assessment bills in respect of the said Larger Property and receipts evidencing payments thereof.
- 4) I am unable to ascertain whether the said Larger Property is 'Agricultural Land' or 'Non-Agricultural Land' as on the date of acquisition of the same by PSCL, PPPL and LSPL. I note that PSCL, PPPL and LSPL have not obtained the permission under Section 63 of the Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**MTAL Act**") i.e. the permission to buy 'agricultural land' at the time of acquisition of the said Larger Property. I recommend technical diligence be undertaken in this regard.
- 5) I have also not been furnished with any issued by the Revenue and Forest Department published in the Official Gazette for the State of Maharashtra in terms of Section 88(1)(b) of the MTAL Act whereby it has been declared that the said Larger Property held by PSCL, PPPL and LSPL, has been reserved for non-agricultural use.
- 6) I note that Notification No. TPS1816/P.K.-368/15/37(1KK)/VY/NV-13 dated 22/03/2018 published in Official Gazette by Urban Development Department, Government of Maharashtra for proposal of proposed modification of Development Control Regulation inter alia proposed to modify Special Township Project be replaced by Integrated Township Project for the notified area inter alia includes Pune under provision of MRTP Act, provides for certain special concessions such as NA Permission, stamp duty, development charge, relaxation under Bombay Tenancy and Agricultural Land Act and Ceiling Limit for holding land etc. With regards to N.A. permission, it states land under approve Master Layout Plan shall be considered as Deemed N.A No separate permission shall be required under the provisions of Maharashtra Land Revenue Code, 1966 and be assessed accordingly.
- 7) Over a period of time, the said proposal for proposed modification of provision of Section 37 (1AA) (A) of Maharashtra Regional Town Planning Act sanctioned and same are incorporated in Development Control Regulation of the said Planning Authority accordingly. Pursuant thereto, Unified Development Control and Promotional Regulation for Pune Metropolitan Region came into force on the date of coming into force of development plan of PMRDA after its sanctioned. In terms of publication of the said Notification, DC Regulation No. 14.1.1 defined as Integrated Township Project (ITP) Chapter No. 14 Special Scheme incorporated in Unified Development Control and Promotional Regulation. Under the said DC Regulation there are inter alia Special Concessions given for the development by and under DC Regulation 14.1.1.13, which provides "the land under approved Master Plan shall be considered as deemed N.A. No separate permission shall be required under the provisions of Maharashtra Land Revenue Code, 1966. The amount of non-agricultural assessment shall be exempted to the extent of 50% of the normal rate for the land under Integrated Township Project." Thus, I note that there is Deemed Conversion of the said First Property to Ninth Property for Non-Agricultural (NA use).
- 8) By and under the said Declaration for their respective title to the respective properties and developability thereon, I have been informed by the Paranjape Group that, the said Larger Property falls with the 'Residential Zone' and 'Industrial Zone' as per the draft or

final Regional Plan prepared under the Maharashtra Regional and Town Planning Act, 1966 and further, the said Larger Property is being acquired by PSCL, PPPL and LSPL in order to make the same a part of an Integrated Township Project (ITP) and the ITP policy applicable to the State of Maharashtra provides a relaxation from the MTAL Act i.e. the condition that, only the agriculturist will be eligible to buy the agriculture land shall not be applicable to the project proponents for purchasing agriculture land for ITP.

VI) **Zone**

- 9) I have been furnished with a digitally certified Zone Certificate dated 2nd May, 2022 bearing reference no. PMRDA/Zone Certificate No. ZC-0005-MU-22-R-07240 issued by Pune Metropolitan Region Development Authority, Pune, to Mr. Yash Paranjape thereby certifying that Survey No. 126 falls within the 'Residential Zone' + 'Industrial Zone' and is affected by a 12 metre wide road. I recommend technical diligence be undertaken in this regard.
- 10) I have been furnished with a digitally certified Zone Certificate dated 2nd May, 2022 bearing reference no. PMRDA/Zone Certificate No. ZC-0005-MU-22-R-07242 issued by Pune Metropolitan Region Development Authority, Pune, to Mr. Yash Paranjape thereby certifying that Survey No. 127 falls within the 'Residential Zone' and is affected by a 12 metre wide road. I recommend technical diligence be undertaken in this regard.
- 11) I have been furnished with a digitally certified Zone Certificate dated 2nd May, 2022 bearing reference no. PMRDA/Zone Certificate No. ZC-0005-MU-22-R-07245 issued by Pune Metropolitan Region Development Authority, Pune, to Mr. Yash Paranjape thereby certifying that Survey No. 128 falls within the 'Residential Zone' + 'SEZ Boundary' and is affected by 24 metre and 12 metre wide roads. I recommend technical diligence be undertaken in this regard.

VII) **Non-Adivasi Land**

- 12) I have been furnished with a Letter dated 7th March, 2022 bearing reference no. 94/2022 issued by the Tahsil, Mulshi (Paud) to PSCL thereby certifying that the said Larger Property or any part thereof is not an 'adivasi land' or falls within the 'adivasi area'. I recommend technical diligence be undertaken in this regard.

VIII) **MORTGAGE**

- 13) By and under a Mortgage Deed dated 18th October, 2016 registered with the Office of Sub Registrar and Assurances under serial No. MLS-02-9711 of 2016 and executed between NSPL (therein referred to as Mortgagor) of the First, Part, IDBI Trusteeship Services Limited ("**IDBI**") (therein referred to as the Security Trustee) of the Second Part and Qubix Business Park Private Limited ("**Qubix**") (therein referred to as Lender/Confirming Party) of the Third Part ("**Mortgage Deed No. 1**"), NSPL created a charge by way of an exclusive first ranking mortgage over various land inter alia on a portion of First Property to Third Property and Eighth Property and Ninth Property ("**Mortgaged Property No. 1**") in favour of IDBI for securing the term loan of Rs.90,00,00,000/- availed/agreed to be availed by NSPL from Qubix, on the terms, covenants and conditions contained therein.
- 14) By and under a Mortgage Deed dated 31st August, 2017 registered with Office of Sub-Registrar and Assurances under serial No. MLS-2 11701 of 2017 and executed between NSPL (therein referred to as Mortgagor 1) of the First Part; Lavim Developers Private Limited (therein referred to as Mortgagor 2) of the Second Part; Shrikant Paranjape (therein referred to as Mortgagor 3) of the Third Part; Shashank Paranjape through PoA holder Sachin Kshirasagar (therein referred to as Mortgagor 4) of the Fourth Part; Aditya

Birla Finance Limited (therein referred to as ABFL) of the Fifth Part and Aditya Birla Housing Finance Limited (therein referred to as ABHFL) of the Sixth Part (ABFL and ABHFL collectively referred to as Lenders) ("**the Mortgage Deed No. 2**"), the Mortgagors therein created a charge by way of an exclusive first ranking mortgage over various land inter alia on a portion of First Property to Third Property and Eighth Property and Ninth Property ("**Mortgaged Property No. 2**") in favour of the Lenders for securing the term loan of Rs.50,00,00,000/- availed/agreed to be availed by NSPL from the Lenders, on the terms and conditions contained therein.

- 15) By and under Reconveyance Deed dated 08th November, 2017 registered with Office of Sub-Registrar and Assurances under serial No. MLS-2 14954 of 2017 and executed between NSPL (therein referred to as Company) of One Part and IDBI (therein referred to as Trustees/ the Debenture Trustees) of Other Part, IDBI reconveyed the Mortgaged Property No. 1 in favour of NSPL as NSPL repaid the the term loan for which security was created over First Property to Third Property and Eighth Property and Ninth Property in favour of IDBI under the Mortgaged Deed No. 1.
- 16) By and under Reconveyance Deed dated 31st July, 2019 registered with Office of Sub-Registrar of Assurances under serial No. HVL-4-6313 of 2019 and executed between NSPL (therein referred to as Mortgagor 1) of the First Part; Lavim Developers Private Limited (therein referred to as Mortgagor 2) of the Second Part; Shrikant Paranjape (therein referred to as Mortgagor 3) of the Third Part; Shashank Paranjape through POA holder Sachin Kshirasagar (therein referred to as Mortgagor 4) of the Fourth Part; Aditya Birla Finance Limited (therein referred to as ABFL) of the Fifth Part and Aditya Birla Housing Finance Limited (therein referred to as ABHFL) of the Sixth Part, the Lenders reconveyed the Mortgaged Property No. 2 in favor of the Mortgagors as NSPL repaid the term loan for which security was created over the Mortgaged Property No. 2 under the Mortgaged Deed No. 2.

IX) **LITIGATION**

- 17) Dhaval Vussonji, Advocate & Solicitors have been furnished with a copy of the Complaint filed before the Court of Civil Judge, senior Division, Pune at Pune for Regular Civil Suit No. 962 of 2020 ("**the said Suit**") filed by Kusum Sopan Rakshe ("**Kusum / Plaintiff**") against (1) Sopan Baburao Jambhulkar ("**Sopan**"), (2) Gyanoba Baburao Jambhulkar ("**Gyanoba**"), (3) Vithal Baburao Jambhulkar ("**Vithal**"), (4) Laxmibai Devram Jambhulkar ("**Laxmibai**"), (5) Kaveri Devram Jambhulkar ("**Kaveri**"), (6) Chaitrali Devram Jambhulkar ("**Chaitrali**"), (7) Abhishek Devram Jambhulkar ("**Abhishek**"), (8) Shantabai Baburao Jambhulkar ("**Shantabai**"), (9) Muktabai alias Devai Shrirang Mahadik ("**Muktabai**"), (10) Vimal Sudan Ranvade ("**Vimal**"), (11) Suman Anand Lohate ("**Suman**") and (12) NSPL (collectively referred to as "the Defendants"). On perusal of the Complaint of the said Suit we note that the same has been filed for a Decree for Partition and Mandatory Injunction. The Plaintiff has claimed that First Property, Second Property, Fourth Property, Fifth Property, Seventh Property and Eighth Property ("**Suit Properties**") are ancestral properties of the father of the Plaintiff viz. Baburao and the Plaintiff along with the Defendant Nos. 1 to 11 are the members of a Hindu Undivided Family. The Plaintiff has stated that as per the Hindu Succession Act, 1925, the Plaintiff and her sisters viz. Muktabai/Defendant No. 9; Vimal/Defendant No. 10 and Suman/Defendant No. 11 were also entitled to a share in the Suit Properties, however the same been dealt with fraudulently by Defendant Nos. 1 to 7 independently and therefore, the Plaintiff has prayed before the Court inter alia as follows: (i) partition of 1/9th share of the Plaintiff in the Suit Properties; (ii) the said share/area be sub-divided, bounded and fenced and the same be decreed to be handed over to the Plaintiff; and (iii) decree a mandatory injunction on the Defendants. We have been furnished with a copy of the Order passed by the Court

in this Suit on 11th August, 2022 whereby it has been stated that “the Parties have amicably settled the dispute in between them. The Suit is decreed in terms of Compromise Petition. The name of Defendant No. 12 is deleted from the Plaint. Decree be drawn up accordingly in terms of compromise petition. The compromise petition shall form part and parcel of the decree”. I have been furnished with a copy of the compromise petition and on perusal thereof I note that an amount of Rs.2,60,00,000/- (Rupees Two Crores and Sixty Lakhs) was agreed to be paid by Defendants to Plaintiff along with transfer of right, title and interests in respect of Survey No. 144/1 by the Defendants in favour of the Plaintiff as the compromise consideration and accordingly Defendant Nos. 1 to 11 agreed to release all their right, title and interest in respect of Suit Properties. I note that the said amount of Rs.2,60,00,000/- (Rupees Two Crores and Sixty Lakhs) has been paid by the Defendants to the Plaintiff and accordingly a Release Deed has been executed by the Plaintiff in favour of the Defendants on dated 01st August, 2022 and the same is registered with Office of Sub Registrar and Assurances under Serial No. 15059 of 2022. On perusal of the Release Deed I note that, the Plaintiff has acknowledged receipt of the aforesaid amount, the Defendants have released their rights, title and interests in respect of Survey No. 144/1 unto and in favour of the Plaintiff and in consideration thereof, the Plaintiff has released all her claims, share, right, title and interests in respect of the other Suit Properties in favour of the Defendants. The said Suit has been compromised petition filed by the parties to the Suit and same is accepted by Hon’ble Small Causes Court, Pune and Order was passed in terms of Exhibit-1 accordingly. Thus, the Suit Proceedings closed and disposed off 11/08/2022.

X) **Integrated Township Project Approvals**

- 18) I have been provided with a copy of the Location Clearance dated 2nd August, 2022 bearing No. TPV-1/4012 issued by the Government of India (“**Locational Clearance**”) also with a copy of the Letter of Intent dated 30th August, 2022 bearing ref. No. 1467/2022 issued by the Office of the Collector, Pune (Revenue Department) to PSCL (“**ITP-LOI**”) for inclusion of land admeasuring 4 Hectares 25 Ares equivalent to 42,500 square metres interalia the said Larger Property into the already approved Integrated Township Project situated at Village Hinjewadi, Taluka Mulshi, District Pune on the terms and conditions therein contained. I have not been furnished with a copy of the gazette notification by virtue of which the Location Clearance was notified/published. Hence, I cannot ascertain whether or not the notification in the official gazette was published/issued. However, since the LOI has issued by the Collector, I presume that the notification in the official gazette was published/issued.
- 19) On perusal of the Locational Clearance and ITP-LOI, I note as under:
- 19.1 The 7/12 Extracts are be updated to reflect the names of PSCL, PPPL and LSPL as the holders of the said Larger Property prior to getting the Master Layout Plan or building approvals whichever is earlier.
- 19.2 The entries relating to charge of society, charge in the name of mortgagor or other mortgage/charge entries appearing on the 7/12 Extracts of the said Larger Property are required to be removed/deleted prior to getting the Master Layout Plan or building approvals whichever is earlier.
- 19.3 The validity of the LOI is (two) years from the date thereof.
- 19.4 The NOC from the Water Department, the NOC from the Forest Department, the Environment Clearance from the Ministry of Environment and Forest, the NOC from the Sub-Divisional Officer, Pune and the NOC the Archaeological Survey of India were required to be obtained.

19.5 A commitment for continuous power supply to the ITP from the Power Supply Company was required to be obtained.

- 20) By and under the said Declaration I have been informed by the Paranjape Group that the Locational Clearance and the ITP-LOI are valid and subsisting and all the terms and conditions in respect thereof have been duly complied with and no breach has been committed of any provisions of the same. I recommend technical diligence be undertaken in this regard. I have not been furnished with any copy of the Revised Master Layout Order and Plan.

XI) **SEARCH REPORT**

LAND SEARCH RECORD IN THE OFFICE OF CONCERNED SUB REGISTRAR

- 21) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out for the records maintained by the Office of the Sub-Registrar of Assurances in respect of the said Larger Property for the period from the year 1973 to 2022 (i.e. 50 years) and have been provided with the Search Report dated 10th September, 2022 issued by Mr. Rajendra Jaigude, Advocate. On perusal thereof I note that, save and except the documents mentioned hereinabove, no documents affecting the title of the Company in respect of the said Larger Property have been found to be registered.
- 22) My client has taken search through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2023. I note that, save and except the documents mentioned hereinabove, no documents affecting the title of the Company in respect of the said Larger Property have been found to be registered.

ROC Search Report:

- 23) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried on the online portal of Ministry of Corporate Affairs for PSCL, PPPL and LSPL and have been provided with Search Reports dated 30th August, 2022; 30th August, 2022 and 20th September, 2022 respectively, all issued by Simply Cersai ("**ROC Search Reports**"). On perusal of the ROC Search Reports, I note that no charges/mortgages created by PSCL, PPPL and LSPL in respect of the said Larger Property are recorded therein.
- 24) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports dated 5th September, 2022; 5th September, 2022 and 20th September, 2022 all issued by Simply Cersai in respect of PSCL, PPPL and LSPL respectively; and Report dated 5th September, 2022 issued by Simply Cersai in respect of the said Larger Property ("**CERSAI Search Reports**"). On perusal of the CERSAI Search Reports, I note no charges/mortgages in respect of the said Larger Property are recorded therein.
- 25) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against PSCL before various Courts in India; and have been provided with the Report dated 6th September, 2022 issued by Karza Technologies. Based on the said Report, the litigations and/or proceedings that were and are filed by and/or against PSCL as set out in the said Report. I have not been furnished with any documents/papers/orders pertaining to the said litigations and/or proceedings. By and under the said Declaration, I have been informed by PSCL that, none of the litigations and/or proceedings as set out in said Report (i) pertain to the said Larger Property; and/or (ii) affect the rights, title and interest of PSCL in respect of the said Larger Property; and/or (iii) no adverse order/s has/have passed in any of the

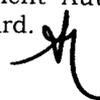


disposed/pending litigations and/or proceedings thereby affecting/impacting the rights, title and interest of PSCL in respect of said Larger Property and/or affecting the sale, transfer and/or development thereof.

- 26) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against PPPL before various Courts in India; and have been provided with the Report dated 30th August, 2022 issued by Karza Technologies. Based on the said Report, the litigations and/or proceedings that were and are filed by and/or against PPPL as set out in said Report. I have not been furnished with any documents/papers/orders pertaining to the said litigations and/or proceedings. By and under the said Declaration, I have been informed by PPPL that, none of the litigations and/or proceedings as set out in said Report (i) pertain to the said Larger Property; and/or (ii) affect the rights, title and interest of PPPL in respect of the said Larger Property; and/or (iii) no adverse order/s has/have passed in any of the disposed/pending litigations and/or proceedings thereby affecting/impacting the rights, title and interest of PPPL in respect of said Larger Property and/or affecting the sale, transfer and/or development thereof.
- 27) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against LSPL before various Courts in India; and have been provided with the Report dated 22nd September, 2022 issued by Karza Technologies. Based on the said Report, the litigations and/or proceedings that were and are filed by and/or against LSPL as set out in said Report. I have not been furnished with any documents/papers/orders pertaining to the said litigations and/or proceedings. By and under the said Declaration, I have been informed by LSPL that, none of the litigations and/or proceedings as set out in said Report (i) pertain to the said Larger Property; and/or (ii) affect the rights, title and interest of LSPL in respect of the said Larger Property; and/or (iii) no adverse order/s has/have passed in any of the disposed/pending litigations and/or proceedings thereby affecting/impacting the rights, title and interest of LSPL in respect of said Larger Property and/or affecting the sale, transfer and/or development thereof.
- 28) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against (1) Abhishek Devram Jambhulkar, (2) Chaitrali Devram Jambhulkar, (3) Gokul Sopan Jambhulkar, (4) Kaveri Devram Jambhulkar, (5) Vitthal Baburao Jambhulkar, (6) Nalanda Shelter Private Limited, (7) Gyanoba Baburao Jambhulkar and (8) Lakshmi bai Devram Jambhulkar ("Erstwhile Owners") before various Courts in India before various Courts in India; and have been provided with the Report dated 19th September, 2022 issued by Karza Technologies. Based on the said Report, the litigations and/or proceedings that were and are filed by and/or against LSPL as set out in said Report. I have not been furnished with any documents/papers/orders pertaining to the said litigations and/or proceedings. By and under the said Declaration, I have been informed by the Paranjape Group that, none of the litigations and/or proceedings as set out in said Report (i) pertain to the said Larger Property; and/or (ii) affect the rights, title and interest of the Erstwhile Owners in respect of the said Larger Property; and/or (iii) no adverse order/s has/have passed in any of the disposed/pending litigations and/or proceedings thereby affecting/impacting the rights, title and interest of the Erstwhile Owners in respect of said Larger Property and/or affecting the sale, transfer and/or development thereof.

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

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



XIII) **REVENUE RECORDS**

On perusal of the Village Extract form 7/12 (Record of Rights) in respect of the said Larger Property, and I observed that barring 7/12 Extract of property bearing

- (i) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 329 sq.mtrs. or thereabout and (ii) PSC Properties Private Limited to the extent of 3471 sq.mtrs. or thereabout as the Land Holders of the First Property in Hinjewadi Village.
- (ii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 329 sq.mtrs. or thereabout and (ii) PSC Properties Private Limited to the extent of 3571 sq.mtrs. or thereabout as the Land Holders of the Second Property in Hinjewadi Village.
Further, in the case of Second Property, there is a remark deleted in Other Rights Column of 7/12 extract that the encumbrances of Rs.2,50,000/- and Rs.41,93,700/- from Shramjeevi Nagri Patsanstha Mayardit.
- (iii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the name (i) Pranpje Schemes (Constructions) Limited to the extent of 1800 sq.mtrs. or thereabout, (ii) Umesh Digambar Jambhulkar & 2 others to the extent of 4400 sq.mtrs. or thereabout and (iii) Ramdas Vithoba Jambhulkar to the extent of 8400 sq.mtrs. or thereabout as the Land Holders of the Third Property in Hinjewadi Village.
- (iv) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 1400 sq.mtrs. or thereabout and (ii) Vitthal Baburao Jambhulkar to the extent of 700 sq.mtrs. or thereabout as the Land Holders of the Fourth Property in Hinjewadi Village.
Further, in the case of Fourth Property, there is a remark deleted in Other Rights Column of 7/12 extract that the encumbrances of Hinjewadi Co-operative Society.
- (v) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the name of Vitthal Baburao Jambhulkar as the Land Holder of the Fifth Property in Hinjewadi Village.
Further, in the case of Fifth Property, (i) there is a remark in Other Rights Column that the Rs.1,15,50,025/- which was levied as penalty payable under the provision of Section 84C of Bombay Tenancy and Agricultural Land Act, 1948 and (ii) there is a remark deleted in Other Rights Column of 7/12 extract that the encumbrances of Rs.1,15,50,025/-.
- (vi) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of Vitthal Baburao Jambhulkar as the Land Holder of the Sixth Property in Hinjewadi Village.
Further, in the case of Sixth Property, there is a remark deleted in Other Rights Column of 7/12 extract that the encumbrances of Hinjewadi Co-operative Society.
- (vii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of

Vitthal Baburao Jambhulkar as the Land Holder of the Seventh Property in Hinjewadi Village.

- (viii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the names of (i) Pranjpe Schemes (Constructions) Limited to the extent of 321 sq.mtrs. or thereabout and (ii) PSC Properties Private Limited to the extent of 3279 sq.mtrs. or thereabout as the Land Holders of the Eighth Property in Hinjewadi Village.
- (ix) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the names of (i) Pranjpe Schemes (Constructions) Limited to the extent of 321 sq.mtrs. or thereabout and (ii) PSC Properties Private Limited to the extent of 3279 sq.mtrs. or thereabout as the Land Holders of the Ninth Property in Hinjewadi Village.

XIV) MISCELLANEOUS / Other Observations

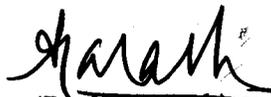
- i) Dhaval Vussonji, Advocate & Solicitors have issued a public notice on 13th September, 2022 in the Times of India (Pune Edition) and Maharashtra Times (Pune Edition) calling for third party claims, if any, to the said Larger Property and they have not received claims/objections pursuant thereto till date.
- ii) I note that in the Title Opinion of Dhaval Vussonji, Advocate & Solicitors inter alia mentioned that (i) they have been furnished with the originals of the documents listed in the Second Schedule thereunder written for undertaking inspection thereof, (ii) It is also noted that the documents specified in the Second Schedule thereunder written are in the custody of the Paranjape Group, (iii) By and under the said Declaration they have been informed by the Paranjape Group that, none of the original documents of title are lost/ misplaced/ untraceable or deposited with any bank/lender or any third party. Dhaval Vussonji, Advocate & Solicitors have undertaken inspection of the original documents specified in the Second Schedule thereunder written, (iv) The Sale Deed dated 12th April, 2019 registered with Office of Sub-Registrar and Assurances under Serial No. 8663 of 2019 and executed between of Nalanda Shelters Private Limited (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited (therein referred to as Purchaser) of the Other Part in respect of Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2 was not furnished to us for inspection and (v) They are unable to ascertain in whose custody and possession the same is.
- iii) I have not been provided with the Memorandum of Association and Articles of Association of PSCL, PPPL and LSPL and therefore, they are unable to ascertain whether there is any restriction on mortgage, charge, transfer or otherwise dealing with all or any part of the property, undertaking assets and rights of PSCL, PPL and/or LSPL. Further, since PSCL is a public company, pursuant to Section 180 of the Companies Act, 2013, it is mandatory that a special resolution be passed prior to the sale, transfer, creation of the mortgage, etc. in respect of the said Larger Property.
- iv) I assume that technical due diligence in respect of the said Larger Property and the construction thereon as regards requisite approvals, sanctions, NOCs, building permissions, environmental clearances including the consent to establish and operate, FSI/TDR available, physical survey, reservations, religious structures, heritage structures, road access, electricity sub-stations, underground pipes, high tension wires, etc. have/will be duly conducted.

- v) I have not been furnished with any Land Revenue Assessment Bill, Property Tax Bill, etc. and their respective payment receipts.
- vi) By and under the said Declaration I have been informed by the Paranjape Group that there are no electricity and/or water connection presently availed in respect of the said Larger Property and also there are no structures/buildings standing thereon.
- vii) The information, and the copies (that is, ordinary copies, photocopies, translated copies and certified true copies, as applicable) of the documents, records and writings furnished to me and referred to and/or relied upon by me, are complete and accurate, and, wherever applicable, faithful reproductions of the originals thereof.
- viii) The aspects of zoning, permitted user, reservations/set back, Development Potential /Floor Space Index and developability of the said Larger Property fall within the scope of the an Architect review and I express no views about the same. Since my scope of work does not include considering he aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said Larger Property nor have commented on development aspect etc. thereof.
- ix) I have prepared Legal Title Report and Flow of Title based on the copies of documents made available for my inspection Limited to information provided to me and based upon the provision of applicable laws prevailing at the present time and the facts of the matter as comprehend by and limited to the information provided to me. Any variance of the facts or of law may caused a corresponding in my Legal Title Report vis-à-vis Flow of Title.

XV) **CONCLUSION**

On perusal of the above mentioned documents, Revenue Records, Search Reports and all other ancillary relevant documents relating to title of the said Larger Property, based on findings as stated herein and relying on representations and also Joint Declaration cum Indemnity dated 06/01/2023 notarised under No. 14/2023 executed by (i) Paranjape Scheme (Construction) Limited, (ii) PSC Properties Private Limited, (iii) Linker Shelter Private Limited (Owners), I am of the opinion that in view of what is set out in Flow of Title being Annexure-A hereto, the title of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited as the Promoters/Developers for development of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 25800 square meters or thereabouts forming a part of said Larger Property is clear, marketable and without any encumbrances and (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited are well and sufficiently entitled to development rights in respect of the said Property forming a part of said Larger Property on performance and observation of terms and conditions of the Joint Development Agreement dated 14th February, 2023 executed by and between (i) Paranjape Scheme (Construction) Limited, (ii) PSC Properties Private Limited, (iii) Linker Shelter Private Limited (Owner Nos. 1 to 3) and Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited (Developer Nos. 1 and 2).

Dated this 28th day of February, 2023.


(Pradip Garach)
Advocate High Court, Bombay