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FORMAT – A

To,
Maha RERA,
Pune

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Land bearing Survey no. 9 to 14/1/19, (earlier referred as Survey No. 9 to 14 Hissa No. 1/19) admeasuring 79 Ares i.e., 7,900 square meters, situated at Village Mudhwa, Taluka Pune City, District Pune, within the limits of Pune Municipal Corporation.

I have investigated the title of the said plot on the request of Whitehorse Infra LLP and following documents have been perused with respect to the same:

| S. No. | Document |
|------------------------|---|
| <u>Title Documents</u> | |
| 1. | Agreement dated March 30, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 9994/2021 |
| 2. | Irrevocable power of attorney dated June 8, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 4/9995/2021. |
| 3. | Agreement dated March 30, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 9996/2021 |
| 4. | Irrevocable power of attorney dated June 8, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 4/9997/2021. |
| 5. | Agreement dated March 30, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 9999/2021 |
| 6. | Irrevocable power of attorney dated June 8, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 4/10000/2021. |
| 7. | Agreement for sale dated March 30, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 10004/2021 |
| 8. | Irrevocable power of attorney dated June 8, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 4/ 10005/2021. |
| 9. | Sale deed dated November 29, 2023, registered with the Sub-Registrar of Assurances, Haveli no. 1, under Serial No. 22464/2023. |
| 10. | Sale deed dated November 29, 2023, registered with the Sub-Registrar of Assurances, Haveli no. 1, under Serial No. 22463/2023. |
| 11. | Sale deed dated November 29, 2023, registered with the Sub-Registrar of Assurances, Haveli no. 1, under Serial No. 22465/2023. |
| 12. | Sale deed dated November 29, 2023, registered with the Sub-Registrar of Assurances, Haveli no. 1, under Serial No. 22468/2023. |



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| 13. | Development Agreement dated November 5, 2024, registered with the Sub-Registrar of Assurances, Haveli no. 15, under Serial No. 22399/2024. |
| 14. | Power of Attorney dated November 5, 2024, registered with the Sub-Registrar of Assurances, Haveli no. 15, under Serial No. 22400/2024. |
| Revenue Documents | |
| 15. | 7/12 extracts for the years 1964-65 to 2019-20, 2024. |
| 16. | Mutation entry nos. 2858, 3083, 4662, 6953, 8961, 13558, 14352, 15599, 15600, 15565 15810. |
| 17. | Order of the Collector, Pune dated July 11, 1989, bearing no. PMF/ 1042/ four |
| 18. | Order of the Collector Pune dated February 16, 1993, bearing no. 398/41. |
| 19. | Order dated October 23, 2023 bearing no. PML/Class-1 conversion/SR/14/2021. |
| 20. | Zone Certificate bearing no. Zone-1/8608 dated October 23, 2020. |
| Miscellaneous | |
| 21. | Search Reports by Adv Kailash Thorat dated April 10, 2023 and November 14, 2024. |

On perusal of the above mentioned documents and all other relevant documents relating to title of the said plot; I am of the opinion that the title of (i) Belfast Properties LLP and (ii) Newport Properties LLP is clear marketable and without any encumbrances.

Owners of the said plot:

- (i) Belfast Properties LLP and
- (ii) Newport Properties LLP

The report reflecting the flow of title of (i) Belfast Properties LLP and (ii) Newport Properties LLP (As landowners) to the said plot and the development rights granted in favour of Whitehorse Infra LLP (As Developers) in the said plot is enclosed herewith as annexure A.

Encl.: Annexures A and B.

Date: 25.11.2024

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ANNEXURE A

FLOW OF TITLE OF THE SAID LAND

1. **DESCRIPTION OF THE LAND:**

Land bearing Survey no. 9 to 14/1/19, (earlier referred as Survey No. 9 to 14 Hissa No. 1/19) admeasuring 79 Ares i.e., 7,900 square meters, situated at Village Mudhwa, Taluka Pune City, District Pune, within the limits of Pune Municipal Corporation, hereinafter referred to as "Land".

2. **DEVOLUTION OF TITLE TO LAND:**

2.1. The 7/12 extract for the years 2024 records the names of Belfast Properties LLP, holding 49.38 Ares and Newport Properties LLP, holding 29.62 Ares as the occupants/holders of the Land and the Land is classified as a 'Occupant Class I' property.

2.2. On perusal of Mutation Entry No. 2858 dated October 4, 1968, it appears that Survey No. 9 to 14 totally admeasuring 225 Acres 23 Gunthas was originally held for drainage by the Irrigation Department of the Government of Maharashtra. Pursuant to the order of the Collector, Pune dated August 19, 1968, bearing no. TRR/WS/1652/68 read with order of the Tehsildar, Pune City dated September 19, 1968, bearing no. Jamabandi/Vashi/ 1913/ 68, an area admeasuring 90 Acres out of Survey No. 9 to 14 was acquired by the State Government. Possession of the aforementioned 90 Acres out of Survey No. 9 to 14 was taken by the State Government on September 28, 1968.

Accordingly, Survey No. 9 to 14 was subdivided as:

2.2.1. Survey No. 9 to 14/1 admeasuring 135 Acres 23 Gunthas continued to be held for drainage by the Irrigation Department, and

2.2.2. Survey No. 9 to 14/2 admeasuring 90 Acres came to be held by the State Government.

2.3. Mutation Entry No. 3083 dated January 30, 1971, records that the provisions of the Maharashtra Weights and Measures Act, 1958, and the Indian Coinage Act, 1955, were implemented in Village Mundhwa and the metric system was applied, under which the area of all the land parcels was converted from 'Acres' and 'Gunthas' to 'Hectares' and 'Ares'. Accordingly, the area of Survey No. 9 to 14/1 was changed from 135 Acres 23 Gunthas to 54 Hectares 87 Ares.

2.4. Vide order of the Collector, Pune dated July 11, 1989, bearing no. PMF/ 1042/ four, Survey No. 9 to 14/1 was divided into plots each admeasuring 2 Acres i.e., 80 Ares approximately, which were granted to 70 families of landless labourers and backward classes, subject to the conditions set out therein. Conditions of the aforesaid order inter-alia were:



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- 2.4.1. that the plots would be held by the grantees as Occupant Class II lands,
- 2.4.2. Grantee would use the plot only for agricultural purposes,
- 2.4.3. For any transfer, mortgage, partition etc. would require prior permission of the Collector, Pune.

Violation of any of the conditions of the aforesaid order would result in forfeiture of the plot by the authorities. Pursuant to the aforesaid order, the remark of "New and Impartible Tenure" i.e., Occupant Class II Land was recorded in the 7/12 extracts of the respective plots.

The aforesaid order has been given effect in the revenue records vide Mutation Entry No. 4662 dated August 3, 1993. Mutation Entry No. 4662 also records that pursuant to a subsequent order of the Collector Pune dated February 16, 1993, bearing no. 398/41, the area of each plot was revised from 80 Ares to 79 Ares.

Accordingly, Survey No. 9 to 14/1/19, (referred to as Survey No. 9 to 14, Hissa No. 1/19 in the 7/12 extracts for the relevant period), admeasuring 0 Hectares 79 Ares i.e., the Land came to be held by one Parshuram Maruti Jadhav. The said Land was handed over to Parshuram Maruti Jadhav on August 9, 1989, as is acknowledged under the possession receipt issued by the Circle Officer, Yerawada.

- 2.5. Mutation Entry no. 6953 dated July 28, 2000, records that Parshuram Maruti Jadhav expired on July 18, 1993. Accordingly, the names of the following legal heirs were recorded in the 7/12 extract:

- 2.5.1. Laxman Parshuram Jadhav (son),
- 2.5.2. Anil Parshuram Jadhav (son), and
- 2.5.3. Kondabai Parshuram Jadhav (wife).

- 2.6. Mutation Entry no. 8961 dated November 27, 2006, records that Kondabai Parshuram Jadhav expired on July 3, 2003. Accordingly, the names of the following legal heirs were recorded in the 7/12 extract:

- 2.6.1. Laxman Parshuram Jadhav (son),
- 2.6.2. Anil Parshuram Jadhav (son),
- 2.6.3. Shakuntala Dilip Gaikwad (daughter) and,
- 2.6.4. Renuka Prem Singh Thakur (daughter)

- 2.7. Mutation Entry no. 13558, dated January 14, 2017, relates to updation/ correction of the 7/12 extracts pursuant to computerization of the records. No material change has been recorded



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to be undertaken in the 7/12 extract in respect of the said Land.

2.8. Mutation Entry no. 14352, dated February 16, 2020, records that Renuka Preamsingh Thakur expired on November 15, 2019. Accordingly, the names of the following legal heirs were recorded on the 7/12 extracts:

2.8.1. Santosh Preamsingh Thakur (son)

2.8.2. Hemant Preamsingh Thakur (son)

2.8.3. Jyoti Shailesh Chavan (daughter).

2.9. By and under an agreement dated March 30, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 9994/2021, (1) Santosh Preamsingh Thakur, (2) Jyoti Shailesh Chavan, (3) Hemant Preamsingh Thakur as Vendors with (4) Preamsingh Dilipsingh Thakur, as the Consenting Party, have agreed to sell their share in the said Land, admeasuring 19.75 Ares, in favour of Belfast Properties LLP ("Belfast"), for an agreed consideration of Rs. 75,00,000/- (Rupees Seventy-Five Lakhs only) and allotment of 3 units admeasuring 204.20 square meters each i.e., totally admeasuring 612.6 square meters to the vendors, in the following manner:

| Sr. No. | Party – Allotment to | Consideration | Status of payment of the Consideration |
|---------|---------------------------|--|---|
| 1. | Santosh Preamsingh Thakur | Rs. 10,58,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 13,34,000/- | To be paid within six months from the date of the agreement. (Paid on November 23, 2021, and July 6, 2023) |
| | | One unit in the proposed project admeasuring 204.20 square meters, | The possession of the same is to be given within 3 years from the date of getting all permissions for development of the proposed project and from the date of registration of the proposed project under RERA. |
| | | Rs. 1,08,000/- | Towards TDS |
| 2. | Jyoti Shailesh Chavan | Rs. 10,58,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 13,34,000/- | To be paid within six months from the date of the agreement. (Paid on November 23, 2021, and July 6, 2023) |



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| | | One unit in the proposed project admeasuring 204.20 square meters, | The possession of the same is to be given within 3 years from the date of getting all permissions for development of the proposed project and from the date of registration of the proposed project under RERA. |
| | | Rs. 1,08,000/- | Towards TDS |
| 3. | Hemant Preamsingh Thakur | Rs. 10,58,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 13,34,000/- | To be paid within six months from the date of the agreement. (Paid on November 23, 2021, and July 6, 2023) |
| | | One unit in the proposed project admeasuring 204.20 square meters, | The possession of the same is to be given within 3 years from the date of getting all permissions for development of the proposed project and from the date of registration of the proposed project under RERA. |
| | | Rs. 1,08,000/- | Towards TDS |

Simultaneously, (1) Santosh Preamsingh Thakur, (2) Jyoti Shailesh Chavan, (3) Hemant Preamsingh Thakur as Vendors with (4) Preamsingh Dilipsingh Thakur as Consenting Party, have also executed an irrevocable power of attorney dated June 8, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 4/9995/2021 in favour of (1) Belfast, (2) Nitin Ashok Chavan and (3) Ranjit Ashok Darak, authorising them to *inter alia* do the following:

2.9.1. to do all acts necessary for development and sale of the said Land including executing and registering the documents for sale of the Land on their behalf and.

2.9.2. obtain permission for conversion of said Land from Occupant Class II to Occupant Class I and for change of use of the said Land.

2.10. Pursuant to the receipt of the conversion order discussed below, by and under sale deed dated November 29, 2023, registered with the Sub-Registrar of Assurances, Haveli no. 1, under Serial No. 22464/2023, (1) Santosh Preamsingh Thakur, (2) Jyoti Shailesh Chavan, (3) Hemant Preamsingh Thakur as Vendors with (4) Preamsingh Dilipsingh Thakur as Consenting Party, all through their constituted attorney Nitin Ashok Chavan sold, transferred and conveyed an area admeasuring 19.75 Ares out of the Land in favour of Belfast. The aforesaid sale has been given effect in the revenue records wide mutation entry no. 15600 dated March 7, 2024.



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2.11. By and under an agreement dated March 30, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 9996/2021, Shakuntala Dilip Gaikwad as the Vendor with Roshni Muninder Jetha (daughter of Shakuntala Dilip Gaikwad), as the Consenting Party, has agreed to sell her share in the said Land admeasuring 19.75 Ares, in favour of Belfast and Newport Properties LLP ("**Newport**"), for an agreed consideration of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs only), and allotment of 2 units admeasuring 185.13 square meters each i.e., totally admeasuring 370.26 square meters to the vendor and the consenting party, in the following manner:

| Sr. No. | Party – Allotment to | Consideration | Payable by | Status of Consideration |
|---------|--|--|------------|---|
| 1. | Shakuntala Dilip Gaikwad | Rs. 6,30,000/- | Belfast | Paid at the time of execution of the agreement. |
| | | Rs. 10,00,000/- | | To be paid at the time of execution of the sale deed. (Paid on December 1, 2023) |
| | Shakuntala Dilip Gaikwad and Roshni Muninder Jetha | One unit in the proposed project admeasuring 185.13 square meters. | | The possession of the same is to be given within 3 years from the date of getting all permissions for development of the proposed project and from the date of registration of the proposed project under RERA. |
| | Rs. 1,20,000/- | Towards TDS | | |
| 2. | Shakuntala Dilip Gaikwad | Rs. 6,30,000/- | Newport | Paid at the time of execution of the agreement. |
| | | Rs. 10,00,000/- | | To be paid at the time of execution of the sale deed. (Paid on December 1, 2023) |
| | Shakuntala Dilip Gaikwad and Roshni Muninder Jetha | One unit in the proposed project admeasuring 185.13 square meters. | | The possession of the same is to be given within 3 years from the date of getting all permissions for development of the proposed project and from the date of registration of the proposed project under RERA. |
| | Rs. 1,20,000/- | Towards TDS | | |

Simultaneously, Shakuntala Dilip Gaikwad and Roshni Muninder Jetha, have executed an irrevocable power of attorney dated June 8, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 4/9997/2021 in favour of (1) Belfast, (2) Newport, (3) Ranjit Ashok Darak and (4) Nitin Ashok Chavan, authorising them to *inter alia* do the following:



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- 2.11.1. to do all acts necessary for development and sale of the said Land including executing and registering the documents for sale of the Land on their behalf and
- 2.11.2. obtain permission for conversion of the said Land from Occupant Class II to Occupant Class I and for change of use of the said Land.
- 2.12. Pursuant to the receipt of the conversion order discussed below, by and under sale deed dated November 29, 2023, registered with the Sub-Registrar of Assurances, Haveli no. 1, under Serial No. 22465/2023, Shakuntala Dilip Gaikwad as the Vendor with Roshni Muninder Jetha, as the Consenting Party, both through their constituted attorney Nitin Ashok Chavan sold, transferred and conveyed an area admeasuring 19.75 Ares out of the Land in favour of Belfast and Newport. The aforesaid sale has been given effect in the revenue records wide mutation entry no. 15810 dated April 23, 2024.
- 2.13. By and under an agreement dated March 30, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 9999/2021, (1) Laxman Parshuram Jadhav, (2) Anil Parshuram Jadhav as the Vendors with (1a) Lata Laxman Jadhav, (1b) Rahul Laxman Jadhav, (1c) Anita Rahul Jadhav, (1d) Riddhi Rahul Jadhav (age 13), (1e) Samruddhi Rahul Jadhav (age 10), (1f) Minakshi Sachin Gaikwad, (1g) Karuna Kailash Gaikwad, (1h) Jyotsna Prashant Gaikwad, (2a) Vanita Anil Jadhav, (2b) Aniket Anil Jadhav, (2c) Snehal Satish Gaikwad as the Consenting Parties, have agreed to sell their share in said Land, admeasuring 19.75 Ares, in favour of Belfast, for an agreed consideration of Rs. 4,80,00,000/- (Rupees Four Crores Eighty Lakhs only), in the following manner:

| Sr. No. | Party | Consideration | Status of Consideration |
|---------|-------------------------|-------------------|--|
| 1. | Laxman Parshuram Jadhav | Rs. 2,50,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 3,05,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. |
| | | Rs. 2,16,00,000/- | Value of one residential unit in the proposed project admeasuring 684.98 square meters, along with 8 car parking spaces. The possession of the same is to be given within 3 years from the date of getting all permissions for development of the proposed project and from the date of registration of the proposed project under RERA. |
| 2. | Lata Laxman Jadhav | Rs. 2,50,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 3,05,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under |



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| | | | RERA. |
| 3. | Rahul Laxman Jadhav | Rs. 2,50,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 3,05,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. (Paid on June 1, 2021) |
| 4. | Anita Rahul Jadhav | Rs. 2,50,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 3,05,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. (Paid on June 21, 2023) |
| | | Rs. 18,000/- | Towards TDS on cash consideration paid to Laxman Jadhav's family. |
| | | Rs. 1,62,000/- | Towards TDS on the residential unit of Laxman Jadhav. |
| 5. | Anil Parshuram Jadhav | Rs. 4,00,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 4,88,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. (Paid on August 26, 2023) |
| | | Rs. 2,16,00,000/- | Value of one residential unit in the proposed project admeasuring 684.98 square meters, along with 8 car parking spaces. The possession of the same is to be given within 3 years from the date of getting all permissions for development of the proposed project and from the date of registration of the proposed project under RERA. |
| 6. | Vanita Anil Jadhav | Rs. 2,00,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 2,44,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. |
| 7. | Aniket Anil Jadhav | Rs. 4,00,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 4,88,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. |
| | | Rs. 18,000/- | Towards TDS on cash consideration paid to Anil Jadhav's family. |
| | | Rs. 1,62,000/- | Towards TDS on the residential unit of Anil |



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| | | | Jadhav. |
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Simultaneously, (1) Laxman Parshuram Jadhav, (2) Anil Parshuram Jadhav, (1a) Lata Laxman Jadhav, (1b) Rahul Laxman Jadhav, (1c) Anita Rahul Jadhav, (1d) Riddhi Rahul Jadhav (age 13), (1e) Samruddhi Rahul Jadhav (age 10), (1f) Minakshi Sachin Gaikwad, (1g) Karuna Kailash Gaikwad, (1h) Jyotsna Prashant Gaikwad, (2a) Vanita Anil Jadhav, (2b) Aniket Anil Jadhav, (2c) Snehal Satish Gaikwad, have executed an irrevocable power of attorney dated June 8, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 4/10000/2021 in favour of (1) Belfast, (2) Ranjit Ashok Darak and (3) Nitin Ashok Chavan, authorising them to *inter alia* do the following:

- 2.13.1. to do all acts necessary for development and sale of the said Land including executing and registering the documents for sale of the Land on their behalf and.
- 2.13.2. obtain permission for conversion of the said Land from Occupant Class II to Occupant Class I and for change of use of the said Land.
- 2.14. Pursuant to the receipt of the conversion order discussed below, by and under sale deed dated November 29, 2023, registered with the Sub-Registrar of Assurances, Haveli no. 1, under Serial No. 22468/2023, (1) Laxman Parshuram Jadhav, (2) Anil Parshuram Jadhav, as Vendors with (1a) Lata Laxman Jadhav, (1b) Rahul Laxman Jadhav, (1c) Anita Rahul Jadhav, (1d) Riddhi Rahul Jadhav (age 17), (1e) Samruddhi Rahul Jadhav (age 14), (1f) Minakshi Sachin Gaikwad, (1g) Karuna Kailash Gaikwad, (1h) Jyotsna Prashant Gaikwad, (2a) Vanita Anil Jadhav, (2b) Aniket Anil Jadhav, (2c) Snehal Satish Gaikwad as Consenting Parties, all through their constituted attorney Nitin Ashok Chavan sold, transferred and conveyed an area admeasuring 19.75 Ares out of the Land in favour of Belfast. The aforesaid sale has been given effect in the revenue records wide mutation entry no. 15810 dated April 23, 2024.
- 2.15. By and under an agreement for sale dated March 30, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 10004/2021, (1) Laxman Parshuram Jadhav, (2) Anil Parshuram Jadhav as the Vendors with (1a) Lata Laxman Jadhav, (1b) Rahul Laxman Jadhav, (1c) Anita Rahul Jadhav, (1d) Riddhi Rahul Jadhav (age 13), (1e) Samruddhi Rahul Jadhav (age 10), (1f) Minakshi Sachin Gaikwad, (1g) Karuna Kailash Gaikwad, (1h) Jyotsna Prashant Gaikwad, (2a) Vanita Anil Jadhav, (2b) Aniket Anil Jadhav, (2c) Snehal Satish Gaikwad as the consenting parties, have agreed to sell their share in said Land, admeasuring 19.75 Ares, in favour of Newport, for a consideration of Rs. 4,80,00,000/- (Rupees Four Crores Eighty Lakhs only), in the following manner:

| Sr. No. | Party | Consideration | Status of Consideration |
|---------|-------------------------|----------------|--|
| 1. | Laxman Parshuram Jadhav | Rs. 2,50,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 3,05,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. |



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| | | Rs. 2,16,00,000/- | Value of one residential unit in the proposed project admeasuring 684.98 square meters, along with 8 car parking spaces. The possession of the same is to be given within 3 years from the date of getting all permissions for development of the proposed project and from the date of registration of the proposed project under RERA. |
| 2. | Lata Laxman Jadhav | Rs. 2,50,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 3,05,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. |
| 3. | Rahul Laxman Jadhav | Rs. 2,50,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 3,05,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. (Paid on May 6, 2021) |
| 4. | Anita Rahul Jadhav | Rs. 2,50,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 3,05,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. (Paid on July 23, 2021) |
| | | Rs. 18,000/- | Towards TDS on cash consideration paid to Laxman Jadhav's family. |
| | | Rs. 1,62,000/- | Towards TDS on the residential unit of Laxman Jadhav. |
| 5. | Anil Parshuram Jadhav | Rs. 4,00,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 4,88,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. |
| | | Rs. 2,16,00,000/- | Value of one residential unit in the proposed project admeasuring 684.98 square meters, along with 8 car parking spaces. The possession of the same is to be given within 3 years from the date of getting all permissions for development of the proposed project and from the date of registration of the proposed project under RERA. |
| 6. | Vanita Anil Jadhav | Rs. 2,00,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 2,44,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the proposed project under RERA. |
| 7. | Aniket Anil Jadhav | Rs. 4,00,000/- | Paid at the time of execution of the agreement. |
| | | Rs. 4,88,000/- | To be paid on the date of launch of the entire the proposed project/ on the date of registration of the |



Anil Jadhav



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| | | | proposed project under RERA. |
| | | Rs. 18,000/- | Towards TDS on cash consideration paid to Anil Jadhav's family. |
| | | Rs. 1,62,000/- | Towards TDS on the residential unit of Anil Jadhav. |

Simultaneously, (1) Laxman Parshuram Jadhav, (2) Anil Parshuram Jadhav, (1a) Lata Laxman Jadhav, (1b) Rahul Laxman Jadhav, (1c) Anita Rahul Jadhav, (1d) Riddhi Rahul Jadhav (age 13), (1e) Samruddhi Rahul Jadhav (age 10), (1f) Minakshi Sachin Gaikwad, (1g) Karuna Kailesh Gaikwad, (1h) Jyotsna Prashant Gaikwad, (2a) Vanita Anil Jadhav, (2b) Aniket Anil Jadhav, (2c) Snehal Satish Gaikwad, have executed an irrevocable power of attorney dated June 8, 2021, registered with the Sub-Registrar of Assurances, Haveli no. 23, under Serial No. 4/ 10005/2021 in favour of (1) Newport, (2) Ranjit Ashok Darak and (3) Nitin Ashok Chavan, authorising them to *inter alia* do the following:

2.15.1. to do all acts necessary for development and sale of said Land including executing and registering the documents for sale of the Land on their behalf and,

2.15.2. obtain permission for conversion of the said Land from Occupant Class II to Occupant Class I and for change of use of the said Land.

2.16. Pursuant to the receipt of the conversion order discussed below, by and under sale deed dated November 29, 2023, registered with the Sub-Registrar of Assurances, Haveli no. 1, under Serial No. 22463/2023, (1) Laxman Parshuram Jadhav, (2) Anil Parshuram Jadhav, as Vendors with (1a) Lata Laxman Jadhav, (1b) Rahul Laxman Jadhav, (1c) Anita Rahul Jadhav, (1d) Riddhi Rahul Jadhav (age 17), (1e) Samruddhi Rahul Jadhav (age 14), (1f) Minakshi Sachin Gaikwad, (1g) Karuna Kailash Gaikwad, (1h) Jyotsna Prashant Gaikwad, (2a) Vanita Anil Jadhav, (2b) Aniket Anil Jadhav, (2c) Snehal Satish Gaikwad as Consenting Parties, all through their constituted attorney Nitin Ashok Chavan sold, transferred and conveyed an area admeasuring 19.75 Ares out of the Land in favour of Newport. The aforesaid sale has been given effect in the revenue records wide mutation entry no. 15599 dated December 15, 2023.

Conversion of the Land from Class II to Class I

2.17. On payment of the assessed *nazarana* on August 28, 2023 by the landowners/ applicants viz., Laxman Parshuram Jadhav, Anil Parshuram Jadhav, Shakuntala Dilip Gaikwad, Santosh Preamsingh Thakur, Hemant Preamsingh Thakur and Jyoti Shailesh Chavan, vide order dated October 23, 2023 bearing no. PML/Class-1 conversion/SR/14/2021, the Collector (Revenue Branch), Pune, has been converted the said Land from Occupant Class II to Occupant Class I subject to the terms and conditions set out therein.

The aforesaid order has been given effect in the revenue records vide mutation entry no. 15565 dated November 8, 2023, and accordingly the tenure of the said Land was revised and recorded as Class- I.

2.18. By and under a development dated November 5, 2024, registered with the Sub-Registrar of



Mulhata



Assurances, Haveli no. 15, under Serial No. 22399/2024, Belfast and Newport have granted development rights in respect of the Land in favour of Whitehorse Infra LLP, on the terms and conditions set out therein.

Belfast and Newport have also executed a power of attorney dated November 5, 2024, registered with the Sub-Registrar of Assurances, Haveli no. 15, under Serial No. 22400/2024, in favour of Whitehorse Infra LLP, authorising them to do all acts, deeds and things in respect of development of the Land as more particularly set out therein. The aforementioned development agreement and the power of attorney are hereinafter collectively referred to as "Development Agreement".

3. **PUBLIC NOTICE:**

- 3.1. AZB & Partners ("AZB") had issued a public notice dated May 16, 2023, in the Economics Times (English – Pune Edition) and Maharashtra Times (Marathi – Pune Edition) inviting objections of the public at large on the title of the Land and I have been informed that AZB has not received any objections till date.

4. **SEARCH REPORT:**

- 4.1. I have caused the Index II searches of the documents registered at the relevant offices of the sub-registrar of assurances at Pune in respect of the said Land for the period 1994 to 2023 and for 2023 to 2024 ("Index II Searches") through Advocate Kailash Thorat, and I have relied upon his findings stated in his search reports dated April 10, 2023, and November 14, 2024 ("Search Report"). No adverse entries have been observed during the Index II Searches.

5. **LITIGATION:**

- 5.1. The Client i.e. Whitehorse Infra LLP, has informed that there are no litigations in respect of the Land.

6. **ZONE CERTIFICATE:**

- 6.1. Zone certificate bearing no. Zone-1/8608 dated October 23, 2020, in respect of Survey No. 9 to 14 which *inter-alia* includes the said Land, issued by the Pune Municipal Corporation, Pune records that as per the approved Regional Plan Survey No. 9 to 14 is situated in Residential Zone. While some portion out of Survey No. 9 to 14 comes under a 24-meter road, Survey No. 9 to 14 or some part thereof is also affected by reservation for a river.

7. **CONCLUSION:**

- 7.1. In view of the aforesaid and subject to what is mentioned hereinabove, I hereby certify that Whitehorse Infra LLP has acquired development rights of the Land from (i) Belfast Properties LLP and (ii) Newport Properties LLP under a duly stamped (as per adjudication order) and registered Development Agreement, and they have a right to undertake the development of the Land in terms thereof.

Pune

Date: 25.11.2024


MANOJ B. PHATAK
Advocate
238/240, Charolwar Peth,
Nr. Omkarneswar Temple
Pune-411030

ANNEXURE B
LIMITATIONS AND ASSUMPTIONS

This Report is based on the following assumptions and limitations:

- (i) We have relied on the information and the contents mentioned in the documents made available by the Client i.e. Whitehorse Infra LLP;
- (ii) All documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;
- (iii) All signatures and seals on any documents submitted to us are genuine;
- (iv) There have been no amendments or changes to the documents examined by us;
- (v) The legal capacities of all natural persons are as they purport it to be;
- (vi) The stamp duties are adequately paid on the documents which have been duly registered;
- (vii) Each document binds the parties intended to be bound thereby;
- (viii) We have relied upon information relating to the lineage on the basis of the revenue records and information provided to us;
- (ix) We have not carried out the physical inspection of the Land;
- (x) We have relied upon provisions of relevant statutes and applicable judicial pronouncements in force as on date. Such statutes and judicial pronouncements are subject to change by subsequent legislative, regulatory, administrative and / or judicial actions.
- (xi) We are not authorized or qualified to express an opinion on technical issues relating to planning/ development permissions, approvals or development potential of the Land;
- (xii) We are not certifying the boundaries or the location of the Land and in this respect, we have relied on the information provided to us by the Client and nor are we qualified to express an opinion on physical identification of the same.



A handwritten signature in blue ink, appearing to read "Maneesh G Phatak", written over a horizontal line.