

## **ANNEXURE A**

### **FLOW OF TITLE**

**Re:** All that piece and parcel of land admeasuring 24,281 Sq. Mtr. equivalent to 2 Hectares 42.81 Ares or thereabouts out of the admeasuring 9 Hectare 53 Ares out of land bearing Survey No. 39 Hissa No. 1 and reflected as Sector R -12 in the said Revised PLU (Order bearing No. BMU/C.R. No. 1212/1223/Village Mahalunge/S. No. /G. No./39/1(P)/Sector R -12 dated 6 December 2022), situate, lying and being at Village Mahalunge, Taluka Mulshi, and District Pune within the limits of Pune Municipal Corporation hereinafter referred to as "**the said Property**".

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#### **1. LIST OF DOCUMENTS PERUSED:**

- a. Photocopies of the 7/12 Extracts of Survey No. 39 for the period from 1940-41 to 1951-52, 1953-54 to 1964-65, 1965-66 to 1986-87;
- b. Photocopies of the 7/12 extracts of Survey No. 39/1 for the period from 1997-98 to 2014-15, 2015-16 to 2021-22;
- c. Photocopy of Mutation Entry Nos. 768, 937, 1127, 1143, 1168, 1205, 1218, 1219, 1238, 1243, 1252, 1262, 1276, 1517, 1540, 1987, 2249, 2498, 2552, 3145, 3519, 3529, 3679, 3965, 4023, 4028, 4087, 4221, 4622, 4623, 4624, 4625, and 4626;
- d. Photocopy of Gift Deed dated 18 December 1957, registered with the office of the Sub-Registrar of Assurances at Maval, under Serial No. 1002/1957, executed by Pandurang Vishnu Padale in favour of Dilipkumar Yashwant Padale, minor, through his guardian, Raghu Gangaram Padale;
- e. Photocopy of Sale Deed dated 7 September 1977, registered with the office of Sub-Registrar of Assurances at Maval, under Serial No. 740/1977, executed by Dilipkumar Yashwantrao Padale in favour of Arvind Shankar Chitale and Musa Babu Tamboli;
- f. Photocopy of Sale Deed dated 11 December 1979, registered with the office of Sub-Registrar of Assurances at Maval, under Serial No. 1557/1979, executed by Musa Babu Tamboli, in favour of Badrunissa Mohammed Jafar;
- g. Photocopy of Agreement to Sell dated 2 September 1991, executed by Madhuri Arvind Chitale and others, in favour of M/s. Electron and Electron;



- h. Photocopy of Order bearing No. RTS/Mulshi/1540/5/1995 dated 11 December 1995, passed by the Tehsildar, Mulshi;
- i. Photocopy of Release Deed dated 29 September 1997, registered with the office of Sub-Registrar of Assurances at Mulshi, under Serial No. 4726/1997, executed by Madhuri Arvind Chitale and others in favour of M/s. Electron and Electron;
- j. Photocopy of Order dated 30 January 1999 passed by the Sub-Divisional Officer, Maval, Sub-Division, Pune;
- k. Photocopy of Order bearing No. RTS/2/Appeal/68/99 dated 31 January 2000, passed by the Collector, Pune;
- l. Photocopy of Gift Deed dated 21 June 2004, registered with the office of the Sub-Registrar of Assurances at Mulshi, under Serial No.3468/2004, executed by Madhuri Arvind Chitale and others, in favour of Kalpana Suhas Merchant;
- m. Photocopy of Sale Deed dated 21 April 2005, registered with the office of Sub-Registrar of Assurances, Haveli No. 14, under Serial No. 2653/2005, executed by Madhuri Arvind Chitale, and others in favour of Suhas Ratilal Merchant;
- n. Photocopy of Common Order dated 21 April 2005 passed by Deputy Collector, Pune, in Appeal No. RTS/2/A/223/96 and Appeal No. RTS/2/A/173/96;
- o. Photocopy of Release Deed dated 25 February 2005, registered with the office of the Sub-Registrar of Assurances at Mulshi, under Serial No. 1090/2004, executed by Vijaya Shankar Chitale in favour of Madhuri Arvind Chitale, and others;
- p. Photocopy of Sale Deed dated 15 September 2009, registered with the office of the Sub-Registrar of Assurances at Haveli No. 10, under Serial No. 6864/2009, executed by Madhuri Arvind Chitale and Ors. In favour of Surendra Rikhabdas Sancheti H.U.F;
- q. Photocopy of Sale Deed dated 10 December 2012, registered with the office of the Sub-Registrar of Assurances at Haveli No. 6, under Serial No. 11891/2012, executed by Madhuri Arvind Chitale and Ors., in favour of Suhas Ratilal Merchant;
- r. Photocopy of Partition Deed dated 14 December 2012, registered with the Office of Sub-Registrar of Assurances at Haveli No. 6, under Serial No. 11892/2012, executed between Madhuri Arvind Chitale and others
- s. Photocopy of Letter bearing No. Abhi/Kavi/8878/12 dated 1 February 2013 issued by the Tehsildar, Mulshi;



- t. Photocopy of Gift Deed dated 11 December 2013, registered with the office of the Sub-Registrar of Assurances at Haveli No. 7, under Serial No. 9715/2013, executed by Ashish Arvind Chitale in favour of Madhuri Arvind Chitale;
- u. Photocopy of Letter bearing No. 75/2015 dated 17 November 2014, from the Tehsildar, Mulshi;
- v. Photocopy of Correction Deed dated 11 February 2015, registered with the office of the Sub-Registrar of Assurances at Haveli No. 6, under Serial No. 1579/2015, executed by Madhuri Arvind Chitale and others;
- w. Photocopy of Sale Deed dated 22 March 2016, registered with the office of the Sub-Registrar of Assurances at Haveli No. 3, under Serial No. 3789/2016, executed by Madhuri Arvind Chitale in favour of Suhas Ratilal Merchant;
- x. Photocopy of Sale Deed dated 22 March 2016, registered with the office of the Sub-Registrar of Assurances at Haveli No. 3, under Serial No. 3790/2016, executed by Makarand Arvind Chitale in favour of Suhas Ratilal Merchant;
- y. Photocopy of Possession Receipt dated 1 August 2016, registered with the office of the Sub-Registrar of Assurances at Haveli No. 3, under Serial No. 9567/2016, executed by Madhuri Arvind Chitale in favour of Suhas Ratilal Merchant;
- z. Photocopy of Possession Receipt dated 1 August 2016, registered with the office of the Sub-Registrar of Assurances at Haveli No. 3, under Serial No. 9568/2016, executed by Makarand Arvind Chitale in favour of Suhas Ratilal Merchant;
- aa. Photocopy of Deed of Conveyance dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19843/2021, executed by Kalpana Suhas Merchant in favour of Mahalunge Real Estate Developers Private Limited;
- bb. Photocopy of Deed of Conveyance dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19847/2021, executed by Makarand Arvind Chitale in favour of Mahalunge Real Estate Developers Private Limited;
- cc. Photocopy of Deed of Conveyance dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19849/2021, executed by Madhuri Arvind Chitale in favour of Mahalunge Real Estate Developers Private Limited;



- dd. Photocopy of Deed of Conveyance dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19850/2021, executed by Suhas Ratilal Merchant in favour of Classic Promoters and Builders Private Limited;
- ee. Photocopy of a Power of Attorney dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19854/2021, executed by Suhas Ratilal Merchant in favour of Classic Promoters and Builders Private Limited;
- ff. Photocopy of a Power of Attorney dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19855/2021, executed by Madhuri Arvind Chitale in favour of Mahalunge Real Estate Developers Private Limited;
- gg. Photocopy of a Power of Attorney dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19856/2021, executed by Makarand Arvind Chitale in favour of Mahalunge Real Estate Developers Private Limited;
- hh. Photocopy of a Power of Attorney dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19858/2021, executed by Kalpana Suhas Merchant in favour of Mahalunge Real Estate Developers Private Limited;
- ii. Photocopy of Deed of Conveyance dated 17 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19848/2021, executed by Suhas Ratilal Merchant in favour of Mahalunge Real Estate Developers Private Limited;
- jj. Photocopy of a Power of Attorney dated 17 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19857/2021, executed by Suhas Ratilal Merchant in favour of Mahalunge Real Estate Developers Private Limited;
- kk. Photocopy of Power of Attorney dated 16 June 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 10852/2022, executed by Classic Promoters and Builders Private Limited and IDBI Trusteeship Services Limited;



- II. Photocopy of Mortgage by Debenture Trust dated 16 June 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No.10846/2022, executed by Mahalunge Real Estate Developers Private Limited in favour of IDBI Trusteeship Services Limited;
- mm. Photocopy of Supplemental / Additional Debenture Trust Deed (with Additional Mortgage) dated 12 October 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 18246/2022, executed by Mahalunge Real Estate Developers Private Limited, in favour of IDBI Trusteeship Services Limited;
- nn. Photocopy of Deed of Conveyance dated 23 November 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 20448/2022, executed by Classic Promoters and Builders Private Limited in favour of Mahalunge Real Estate Developers Private Limited;
- oo. Photocopy of Power of Attorney dated 23 November 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 20450/2022, executed by Classic Promoters and Builders Private Limited in favour of Mahalunge Real Estate Developers Private Limited;
- pp. Photocopy of Second Supplemental Debenture Trust Deed cum Confirmation / Additional Mortgage dated 30 November 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 20926/2022, executed by Mahalunge Real Estate Developers Private Limited in favour of IDBI Trusteeship Services Limited;
- qq. Photocopy of Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/26/2022 passed by the Tehsildar, Mulshi;
- rr. Photocopy of Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/27/2022 passed by the Tehsildar, Mulshi;
- ss. Photocopy of Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/28/2022 passed by the Tehsildar, Mulshi;
- tt. Photocopy of Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/29/2022 passed by the Tehsildar, Mulshi;
- uu. Photocopy of Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/30/2022 passed by the Tehsildar, Mulshi;



- vv. Photocopies of the suit papers relating to Special Civil Suit No. 50/1982 along with First Appeal No. 248/1990, renumbered as Civil Appeal No. 343/2012:
- i. Judgment dated 20 July 1989 by Joint Civil Judge, Senior Division, Pune;
  - ii. Appeal Memo of First Appeal re-numbered as Civil Appeal No. 343/2012, and transferred to Ad-Hoc District Judge, Pune;
  - iii. Order dated 29 January 2019 for dismissal of Civil Appeal No. 343/2012;
- ww. Photocopies of suit papers relating to Special Civil Suit No. 1387/2012:
- i. Plaint;
  - ii. Applications for Temporary Injunction;
  - iii. Notice of Lis Pendens, registered on 23 May 2013, with the office of Sub-Registrar of Assurances at Haveli No. 10 under Serial No. 6112/2013 in respect of present Suit;
  - iv. Order dated 3 November 2012 by Civil Judge, Senior Division, Pune;
  - v. Order dated 16 November 2017 by Civil Judge, Senior Division, Pune;
  - vi. Order dated 2 March 2020, passed by the Additional Judge, Small Causes Court and Civil Judge, Senior Division, Pune;
  - vii. Order dated 3 November 2020;
  - viii. Order dated 26 November 2020 passed by the Civil Judge, Senior Division, and Additional Judge, Small Causes Court, Pune;
- xx. Photocopies of suit papers alongwith Order dated 14 October 2022 relating to Civil Appeal from Order No. 161/2021 and Appeal from Order [Stamp] No. 2585/2021;
- yy. Photocopies of suit papers alongwith Order dated 22 February 2022 relating to Writ Petition No. 6408/2021 before the High Court of Judicature of Bombay;
- zz. Photocopies of the following Permissions and Sanctions obtained:
- i. Order bearing No. PMH/NA/SR/280/2014 dated 20 March 2015 passed by the Revenue Department, Collector Office, Pune;
  - ii. Order bearing No. Tantra/2022/715 dated 14 March 2022 passed by Directorate of Archeology and Museums;



- iii. Order bearing No. MuA/KaA-2/UA-3/Prashaa-6/ViNV Mahalunge/Na-Harkat/2306/2022 dated 22 April 2022 passed by the Chief Engineer, Water Resources Department, Pune;
- iv. Notification bearing No.Pra.Yo.Pune/Mou.Mahalunge, Maan, Hinjewadi/A.N.V.Pr./TPV-1/3109 dated 16 June 2022 issued by the Maharashtra State Town Planning and Valuation Department;
- v. Letter of Intent bearing No, PMH/KaVi/1183/2022 dated 30 August 2022 passed by the Collector's Office (Revenue Department);
- vi. Photocopy of Commencement Certificate bearing No. BMU/Mou.Mahalunge/S.No.39/1pt./Pr.Kr.1212.22-23 dated 6 December 2022 issued by the Pune Metropolitan Region Development Authority, Pune;
- aaa.Original Letter bearing No. Ka.9/Astha-7/Upayyojana/2021/112/2021 dated 6 April 2021, from Inspector General of Registration and Controller of Stamps;
- bbb.Photocopy of Payment Challan dated 10 November 2021, for Suhas Ratilal Merchant's payment of Non-Agricultural Tax for the year 2021-22;
- ccc. Photocopy of Public Notice dated 2 October 2022 in the daily newspaper Prabhat (Marathi), Maharashtra times (Marathi ) and Time of India (English);
- ddd.Original Litigation Search Reports dated 27 October 2022, 29 October 2022, 31 October 2022, 1 November 2022, and 8 November 2022 issued by Cubictree Technology Solutions Private Limited;
- eee.Original Index II Search Report dated 18 November 2022 issued by Advocate Kailash M. Thorat;
- fff. Photocopy of Development Agreement dated 18 April 2023, registered with the office of Sub-Registrar of Assurances at Haveli No. 11, under Serial No. 7879/2023, executed by Mahalunge Real Estate Land Developers Pvt. Ltd. in favour of High Point Landmark LLP;
- ggg.Photocopy of Power of Attorney dated 18 April 2023, registered with the office of Sub-Registrar of Assurances at Haveli No. 11, under Serial No. 7880/2023, executed by Mahalunge Real Estate Land Developers Pvt. Ltd. in favour of High Point Landmark LLP;
- hhh.Original Letter dated 19 April 2023 of Mahalunge Real Estate Developers Pvt. Ltd. ("Owner").



## 2. BRIEF HISTORY:

- a. On perusal of the 7/12 extract for the period from 1940-41 to 1951-52, in respect of the land bearing Survey No. 39 admeasuring 36 Acres 5 Gunthas, lying and situated at Village Mahalunge, Taluka Mulshi, District Pune hereinafter referred to as "**the said Larger Land**", it appears that the name of Pandurang Vishnu Padale was recorded in the owners' column therein.
- b. From Mutation Entry No. 768 dated 10 December 1950, it appears that as per the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948, ("**BTAL**"), one Dhondiba Ganpati Kamthe was declared as Tenant for several lands, including the said Larger Land. Accordingly, the name of Dhondiba Ganpati Kamthe was recorded in the other rights' column of the 7/12 extracts for the said Larger Land.
- c. By and under a Gift Deed dated 18 December 1957, registered with the office of the Sub-Registrar of Assurances at Maval, under Serial No. 1002/1957, made and entered into between Pandurang Vishnu Padale therein referred to as the Donor and Dilipkumar Yashwant Padale, minor, through his guardian, Raghu Gangaram Padale, therein referred to as the Donee, the Donor therein gifted various properties including the said Larger Land in favour of the Donee therein out of natural love and affection, and on other terms and conditions stated therein. The Donee therein was the grandson of the Donor therein. Pursuant to the said Gift Deed, Mutation Entry No. 937 dated 22 January 1958 came to be effected and the name of Pandurang Vishnu Padale was deleted and that of Dilipkumar Yashwant Padale, minor, through his guardian, Raghu Gangaram Padale was recorded in the owners' column of the 7/12 extract of the said Larger Land.
- d. From Mutation Entry No. 1127 dated 8 July 1966, it appears that as the said Dilipkumar Yashwant Padale was a minor, the proceedings under Section 32G under BTAL Act were deferred and by Order bearing No. K.K.K. No. 27 dated 22 November 1963 directions were issued to record the remark "Land Holder, Minor". Accordingly, the remark "*Land holder, minor*" was recorded in the other rights' column of the 7/12 extract of the said Larger Land. We have not been provided with a copy of the said Order dated 27 November 1963 for perusal.



- e. From Mutation Entry No. 1143 dated 10 September 1966, it appears that one Mahadu Damu Padale was declared as the Ordinary Tenant of the said Larger Land as he was cultivating the land for the year 1959-60. Accordingly, the name of Mahadu Damu Padale was recorded as Ordinary Tenant in the other rights' column of the 7/12 extract of the said Larger Land. The copy of the Mutation Entry No. 1143 provided is incomplete / illegible.
- f. From Mutation Entry No. 1168 dated 15 May 1970, it appears that on implementation of provisions of the Indian Coinage Act, 1955 and Weights and Measurements (Enforcement) Acts, 1958, the units of measurement were changed from Acres and Gunthas to Hectares and Ares in Village Mahalunge. Accordingly, the area of the said Larger Land was changed from 36 Acres 5 Gunthas to 14 Hectares 62 Ares. For the sake of brevity and convenience, the term said Larger Land shall hereinafter mean and include, land bearing Survey No. 39 admeasuring 14 Hectares 62 Ares.
- g. On perusal of the 7/12 Extract for the period from 1965-66 to 1974-75, it appears that the name of Raghu Gangaram Padale as guardian was deleted from the owner's column of the said Larger Land on 13 January 1969. We have not been provided with any revenue record or document by which the directions were issued to delete the name of Raghu Gangaram Padale.
- h. From Mutation Entry No. 1205 dated 23 June 1974, it appears that the said Dilipkumar Yashwant Padale availed a loan of Rs. 13,500/- (Rupees Thirteen Thousand Five Hundred Only) from Maharashtra State Co-Operative Land Development Bank, Pune thereby creating a charge on the said Larger Land, and by a Letter / Order of the said Maharashtra State Co-Operative Land Development Bank, Pune, the name of the Maharashtra State Co-Operative Land Development Bank, Pune was directed to be recorded in the owners' column. Accordingly, the name of Maharashtra State Co-Operative Land Development Bank, Pune was recorded in the owner's column and the name of Dilipkumar Yashwant Padale was shifted to other rights' column in the 7/12 extract for the said Larger Land. We have not been provided the Letter / Order of the Maharashtra State Co-Operative Land Development Bank, Pune for perusal.
- i. From Mutation Entry No. 1218 dated 27 April 1976, it appears that as per Order bearing No. A.L.T./Vashi/135/76 dated 26 April 1976 passed by the Agricultural Land Tribunal and Tehsildar, Mulshi directions were issued to delete the names of (1) Dhondiba Ganpati Kamthe and (2) Mahadu Damu Padale from the other rights column of the



said Larger Land. Accordingly, the names of (1) Dhondiba Ganpati Kamthe and (2) Mahadu Damu Padale were deleted from the other rights column of the 7/12 Extract for the said Larger Land. We have not been provided the said Order dated 26 April 1976 for perusal. By a Letter bearing No. Abhi/Kavi/8878/12 dated 1 February 2013 issued by the Tehsildar, Mulshi, it has been informed that the said Order dated 26 April 1976 is not available in their records.

- j. From Mutation Entry No. 1219 dated 29 July 1976, it appears that Dilipkumar Yashwant Padale repaid the loan availed from Maharashtra State Co-Operative Land Development Bank, Pune and accordingly, directions were issued to delete the charge of the said Bank. Accordingly, the charge of the said Maharashtra State Co-Operative Land Development Bank, Pune was deleted from the owners' column and the name of Dilipkumar Yashwant Padale was shifted from other rights column to the owners' column of the 7/12 Extract for the said Larger Land. The copy of the Mutation Entry No. 1219 provided to us is incomplete and by a letter bearing No. 75/2014 dated 17 November 2014, the Awal Karkoon, Maval, it appears that the said Mutation Entry No. 1219 is not available in their records.
- k. It appears that by an Agreement to Sell dated 6 May 1976, registered with the Sub-Registrar of Assurances at Maval, under Serial No. 460/1976, Dilipkumar Yashwant Padale agreed to sell, transfer and convey several lands including the said Larger Land in favour of the Shankar Shridhar Chitale and (2) Musa Babu Tamboli and/or their nominee/s. We have not been provided with a copy of the said Agreement to Sell dated 6 May 1976 for perusal, however, reference of the same has been derived from the Sale Deed dated 7 September 1977, mentioned hereinbelow.
- l. By and under a Sale Deed dated 7 September 1977, registered with the office of Sub-Registrar of Assurances at Maval, under Serial No. 740/1977, made and entered into between Dilipkumar Yashwantrao Padale therein referred to as the Vendor and (1) Arvind Shankar Chitale and (2) Musa Babu Tamboli therein referred to as the Purchasers, the Vendor therein sold, transferred and conveyed several lands, including the said Larger Land, in favour of the Purchasers therein, for the consideration and as per the terms and conditions stated therein. On perusal of the said Sale Deed, it appears that Shankar Shridhar Chitale, who was one of the purchasers under the said Agreement to Sell dated 6 May 1976 has not been a consenting party herein. Pursuant to the said Sale Deed dated 7 September 1977, Mutation Entry No. 1238 dated 25 September 1977, came to be effected and the



names of (1) Arvind Shankar Chitale and (2) Musa Babu Tamboli were recorded as owners in the 7/12 extract for the said Larger Land. It further appears that as per the directions issued, the remark "*Subject to the provisions of Section 84C of BTAL Act*" was recorded in the other rights' column of the 7/12 extract for said Larger Land. Further the copy of Mutation Entry No. 1238 provided to us is not completely legible.

- m. From Mutation Entry No. 1243 dated 21 November 1977, it appears that as per an Order bearing No. 84C/Mahalunge1/1977 Paud dated 1 May 1977 passed by Awai Karkoon, Maval, the purchase of the said Larger Land made by (1) Arvind Shankar Chitale, and (2) Musa Babu Tamboli was held to be in accordance with the provisions of the BTAL Act and thus directions were issued to delete the remark "*Subject to the provisions of Section 84C of BTAL Act*". Accordingly, the remark "*Subject to the provisions of Section 84C of BTAL Act*" was deleted from the other rights' column of the 7/12 Extract from the said Larger Land. We have not been provided the said Order dated 1 May 1977 for perusal.
- n. From Mutation Entry No. 1252 dated 13 January 1979, it appears that Musa Babu Tamboli made an application stating that his name be recorded as owner of 6 Anna undivided share and that the name of Arvind Shankar Chitale be recorded as owner for 10 Anna undivided share in the said Larger Land. Accordingly, the name of Musa Babu Tamboli was recorded for 6 Annas and the name of Arvind Shankar Chitale was recorded for 10 Annas in the 7/12 extract of the said Larger Land.
- o. By and under a Sale Deed dated 11 December 1979, registered with the office of Sub-Registrar of Assurances at Maval, under Serial No. 1557/1979, made and entered into between Musa Babu Tamboli therein referred to as the Vendor and Badrunissa Mohammed Jafar therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed several lands, including his 6 Annas undivided share, i.e., 4 Hectares 80 Ares out of the said Larger Land in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein.
- p. Pursuant to the said Sale Deed dated 11 December 1979, Mutation Entry No. 1262 dated 19 December 1979 came to be effected and the said Larger Land i.e., land bearing Survey No. 39 admeasuring 14 Hectare 62 Ares was sub-divided to create (i) land bearing Survey No. 39 Hissa 1 admeasuring 9 Hectare 82 Ares, which stood in the name of Arvind Shankar Chitale and (ii) land bearing Survey No. 39 Hissa No. 2 admeasuring 4 Hectare 80 Ares, which was allotted to the name of Badrunissa



Mohammed Jafar. However, it appears that as the Vendor therein, being a co-owner of land bearing No. 40/1 (not related to the present due diligence) had sold the entire said Survey No. 40/1 to the Purchaser therein without the consent of the other co-owners, the said Mutation Entry No. 1262 was cancelled.

- q. From Mutation Entry No. 1276 dated 27 February 1981, it appears that Musa Babu Tamboli made a statement that he was entitled to 6 Anna undivided share in the said Larger Land along with the said Survey No. 40/1 and that the description of said Survey No. 40/1 in the said Sale Deed dated 11 December 1979 was an error and that he had only sold his 6 Anna undivided share in the said Larger Land and said Survey No. 40/1. Pursuant thereto, effect to the said Sale Deed dated 11 December 1979 once again came to be recorded. Accordingly, the name of Badrunissa Mohammed Jafar was recorded in the owners' column of the 7/12 extract of the said Larger Land for the 6 Anna undivided share of Musa Babu Tamboli.
- r. It appears that against the certification of the said Mutation Entry No. 1262 and 1276, the said Madhuri Arvind Chitale and others filed an Appeal bearing No. RTS/Appeal/35/81. However, as no one appeared in the said Appeal, the same came to be dismissed for default. Against which order, an application for reinstating the same was filed by Madhuri Arvind Chitale and others. Being aggrieved by the application, Mohammad Jaffer Wali Mohammad and another filed an Appeal bearing No. RTS/Appeal/126/81. It appears that by Orders dated 29 August 1996 and 21 January 1996 passed by the Sub-Divisional Officer, Maval, both the aforesaid appeals were disposed off. Being aggrieved by the same, Madhuri Arvind Chitale and others filed Appeal No. RTS/2/A/223/96 and Mohammad Jaffer Wali Mohammad and Another, filed Appeal No. RTS/2/A/173/96, before the Collector, Pune and by Common Order dated 21 April 2005, both the said aforesaid Appeals were disposed off. We have not been provided with the Orders dated 29 August 1996 and 21 January 1996 for perusal.
- s. We have not been provided the 7/12 extracts of the said Larger Land for the period from 1986-87 to 1991-92, for perusal. By a letter bearing No. 75/2015 dated 17 November 2014, the Tehsildar, Mulshi has stated the copy of the 7/12 Extract for said Larger Land for the period from 1975-76 to 1991-92 is not available in their records.
- t. It appears that Arvind Shankar Chitale as the Plaintiff therein, filed a Special Civil Suit No. 50/1982 before the Joint Civil Judge Senior Division, Pune, against (1) Musa Babu Tamboli, (2) Badrunissa Mohamad Jafar and (3) Mohamad Jafarwali Mohamad Shaikh



as the Defendants therein, claiming that the entire consideration under the said Sale Deed dated 11 December 1979 was paid by him alone and that he alone was the sole and absolute owner of the said Larger Land. The Plaintiff therein prayed for declaration, injunction and other reliefs as stated therein. By a Judgment dated 20 July 1989, the said Suit was partly decreed whereby all the claims of the Plaintiff were rejected, however, the Defendants were restrained from obstructing the Plaintiff's possession of 22 Acres out of the said Larger Land and Survey No. 40.

- u. From Mutation Entry No. 1517 dated 10 August 1991, it appears that the said Arvind Shankar Chitale expired on 5 July 1990, leaving behind the following as his legal heirs and representatives:

- (i) Madhuri Arvind Chitale, wife/widow;
- (ii) Makarand Arvind Chitale, minor, son; and
- (iii) Ashish Arvind Chitale, minor, son.

Accordingly, the names of Sr. No. (i) for self and as natural guardian of Sr. Nos. (ii) and (iii) were recorded in the owner's column of the 7/12 extract for the said Larger Land.

- v. By and under an Agreement to Sell dated 2 September 1991, made and entered into between (1) Madhuri Arvind Chitale, for self and as natural guardian of her minor sons at Serial Nos. (2) and (3), (2) Makarand Arvind Chitale, minor and (3) Ashish Arvind Chitale therein referred to as the Vendors and M/s. Electron and Electron, through its Partners (1) Avinash Shankar Chitale, as Karta of Hindu Undivided Family and (2) Alka Avinash Chitale therein referred to as the Purchaser, the Vendors therein agreed to sell, transfer and convey their 10 Anna undivided share in the said Larger Land in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein.

- w. Pursuant to the said Judgement dated 20 July 1989 passed in Special Civil Suit No. 50/1982, Mutation Entry No. 1540 dated 7 February 1992 came to be effected. The said Madhuri Arvind Chitale made an application with the Tehsildar, Mulshi to certify the Mutation Entry No. 1540. By an Order bearing No. RTS/Mulshi/1540/5/1995 passed by the Tehsildar, Mulshi dated 11 December 1995, directions were issued to certify the said Mutation Entry No. 1540 and further directions were issued to subdivide the said Larger Land i.e. Survey No. 39 admeasuring 14 Hectare 62 Ares to create (i) land bearing Survey No. 39/1 admeasuring 9 Hectare 53 Ares (hereinafter referred to as "**said Land**"), which was retained in the names of (a) Madhuri Arvind



Chitale, (b) Makarand Arvind Chitale and (c) Ashish Arvind Chitale and (ii) land bearing Survey No. 39/2 admeasuring 5 Hectare 9 Ares, which was allotted to the share of Badrunissa Mohamad Jafar. Accordingly, fresh 7/12 extracts were generated for said Land and the names of (a) Madhuri Arvind Chitale, (b) Makarand Arvind Chitale and (c) Ashish Arvind Chitale were recorded as owners therein. On a further perusal of the said Mutation Entry No. 1540, it appears that reference has been made to an Order bearing No. Hakanondh/Vashi/1079/91 dated 14 October 1991 passed by the Tehsildar, Mulshi, however, we have not been provided Order dated 14 October 2001 passed by the Tehsildar, Mulshi for perusal and thus we have not commented on the same.

- x. By and under a Release Deed dated 29 September 1997, registered with the office of Sub-Registrar of Assurances at Mulshi, under Serial No. 4726/1997, made and entered into between (1) Madhuri Arvind Chitale, for self and as natural guardian of Releasors and Serial No. (2) and (3), (2) Makarand Arvind Chitale, minor and (3) Ashish Arvind Chitale, through their Attorney, Avinash Shankar Chitale therein referred to as the Releasors and M/s. Electron and Electron, through its Partners (1) Avinash Shankar Chitale, as Karta of Hindu Undivided Family and (2) Alka Avinash Chitale therein referred to as the Releasee, the Releasors released all their rights, title and interest in the said Land in favour of the Releasee therein on the terms and conditions stated therein. Pursuant to the said Release Deed dated 29 September 1997, Mutation Entry No. 1987 dated 13 October 1997 came to be effected and accordingly, the names of the Releasors were deleted from the owners' column of the 7/12 extract the said Land and that of M/s. Electron and Electron, through its Partners (1) Avinash Shankar Chitale, and (2) Alka Avinash Chitale was recorded therein. The said Mutation Entry No. 1987 refers to Order bearing No. Hakanondh/SR/1865/97 Paud dated 6 October 1997 passed by the Tehsildar, Mulshi, however, we have not been provided with the said Order dated 6 October 1997 for perusal and thus have not commented on the same.
- y. It appears that appeals bearing No. RTS/Appeal No. 13/98 by Madhuri Arvind Chitale and RTS/Appeal No. 27/98 by Mohammad Jaffer Wali Mohammad were filed against the Order bearing No. Village/Mahalunge/objection/Mutation Entry No. 1987 dated 12 May 1998 passed by of Circle Officer, Thergaon before the Sub-Divisional Officer, Mulshi. By Order dated 30 January 1999, the order passed by the Circle Officer was confirmed, being aggrieved by the same, the said Madhuri Arvind Chitale and



Mohammad Jaffer Wali Mohammad filed appeals bearing (1) RTS/2/Appeal/68/99 and (2) RTS/2/Appeal/97/99 before the Deputy Collector, Pune. By Order dated 31 January 2000, the Deputy Collector, Pune set aside the said Order dated 30 January 1999 and further directed the deletion of Mutation Entry No. 1987 pursuant to Order of the High Court in Suit No. 1567/98. We have not been provided with the said Order bearing No. Village/Mahalunge/objection/Mutation Entry No. 1987 dated 12 May 1998 and said Order of High Court in Suit No. 1567/98, for perusal and thus we have not commented on the same.

- z. Pursuant to the said Order bearing No. RTS/2/Appeal/68/99 dated 31 January 2000 passed by the Collector, Pune and further pursuant to the Order dated 8 March 2000 passed by the Tehsildar, Mulshi, Mutation Entry No. 2249 dated 29 March 2000, came to be effected and the name of M/s. Electron and Electron, through its Partners (1) Avinash Shankar Chitale, karta of Hindu Undivided Family and (2) Alka Avinash Chitale was deleted from the owners' column and that of (1) Madhuri Arvind Chitale, (2) Makarand Arvind Chitale, and (3) Ashish Arvind Chitale, (2) and (3) through natural guardian mother were re-recorded as the owners in the 7/12 extract for the said Land. We have not been provided the said Order dated 8 March 2000 for perusal and thus we have not commented on the same. Furthermore, the copy of the said Mutation Entry No. 2249 provided is incomplete and illegible.
- aa. By and under a Release Deed dated 25 February 2005, registered with the office of the Sub-Registrar of Assurances at Mulshi, under Serial No. 1090/2004, made and entered into between Vijaya Shankar Chitale therein referred to as the Releasor and (1) Madhuri Arvind Chitale, (2) Makarand Arvind Chitale, and (3) Ashish Arvind Chitale therein referred to as the Releasees, the Releasor therein released all her rights, title and interests in several lands, including the said Land in favour of the Releasees therein, as per the terms and conditions stated therein. It appears that the Releasor therein was the mother of the deceased Arvind Shankar Chitale, however her name was not recorded as an heir of decease Arvind Shankar Chitale. We are unable to ascertain as to why the name of Vijaya Shankar Chitale was not recorded as a legal heir and representative of the said deceased Arvind Shankar Chitale.
- bb. By and under a Gift Deed dated 21 June 2004, registered with the office of the Sub-Registrar of Assurances at Mulshi, under Serial No. 3468/2004, made and entered into between (1) Madhuri Arvind Chitale, (2) Makarand Arvind Chitale and (3) Ashish Arvind Chitale, through his Constituted Attorney, Madhuri Arvind Chitale, therein referred to



as the Donors, Tukaram Dnyanoba Khaire, as karta of Hindu Undivided Family therein referred to as the Consenting Party and Kalpana Suhas Merchant therein referred to as the Donee, the Donors therein with the consent of the Consenting Party therein, gifted a portion of land admeasuring 80 Ares out of the said Land in favour of the Donee therein, as per the terms and conditions stated therein. It appears that the Consenting Party therein was the cultivator of the subject land of the Gift Deed. Pursuant to the said Gift Deed, Mutation Entry No. 2498 dated 14 July 2004, came to be effected and by an Order bearing No. HNo/SR/123/04 dated 7 July 2004 passed by the Tehsildar, Mulshi, the name of Kalpana Suhas Merchant was recorded as owner for a portion of land admeasuring 80 Ares in the 7/12 extract of the said Land. We have not been provided with a copy of the said Order dated 7 July 2004 for perusal.

cc. By and under a Sale Deed dated 21 April 2005, registered with the office of Sub-Registrar of Assurances, Haveli No. 14, under Serial No. 2653/2005, made and entered into between, (1) Madhuri Arvind Chitale, (2) Makarand Arvind Chitale and (3) Ashish Arvind Chitale, through his Constituted Attorney, Madhuri Arvind Chitale, therein referred to as the Vendors and Suhas Ratilal Merchant therein referred to as the Purchaser, the Vendors therein sold, transferred and conveyed a portion of land admeasuring 2 Hectares 15.92 Ares out of the said Land in favour of the Purchaser therein for the consideration and on the terms and conditions stated therein. Pursuant to the said Sale Deed 21 April 2005, Mutation Entry No. 2552 dated 27 May 2005, came to be effected and the name of Suhas Ratilal Merchant was recorded as owner for a portion admeasuring 2 Hectares 15.92 Ares in the 7/12 Extract for the said Land. It further appears that a reference has been made to an Order bearing No. Hakanondh/SR/89/05 dated 17 May 2005, passed by the Tehsildar, Mulshi, however, we have not been provided with copy of the same for perusal and thus we have not commented on the same.

dd. By and under a Sale Deed dated 15 September 2009, registered with the office of the Sub-Registrar of Assurances at Haveli No. 10, under Serial No. 6864/2009, made and entered into between (1) Madhuri Arvind Chitale, (2) Makarand Arvind Chitale, and (3) Ashish Arvind Chitale, through his Constituted Attorney, Madhuri Arvind Chitale therein referred to as the Vendors and Surendra Rikhabdas Sancheti H.U.F, through its Karta, Surendra Rikhabdas Sancheti, therein referred to as the Purchaser, the Vendors therein sold, transferred and conveyed a portion of land admeasuring 1 Hectare 29 Ares out of the said Land in favour of the Purchaser therein for the consideration and



on the terms and conditions stated therein. Pursuant to the said Sale Deed dated 15 September 2009, Mutation Entry No. 3145 dated 23 November 2009 came to be effected and the name of Surendra Rikhabdas Sancheti H.U.F was recorded as owner of portion of land admeasuring 1 Hectare 29 Ares in the 7/12 extract of the said Land.

- ee. As the portion of land admeasuring 1 Hectare 29 Ares out of the said Land owned by Surendra Rikhabdas Sancheti HUF is not a part of the current diligence, we have not comment on the further flow of title in respect of the same.
- ff. By and under a Sale Deed dated 10 December 2012, registered with the office of the Sub-Registrar of Assurances at Haveli No. 6, under Serial No. 11891/2012, made and entered into between (1) Madhuri Arvind Chitale, (2) Makarand Arvind Chitale and (3) Ashish Arvind Chitale therein referred to as the Vendors and Suhas Ratilal Merchant therein referred to as the Purchaser, the Vendors therein sold, transferred and conveyed a portion of land admeasuring 10.22 Ares from balance portion of land admeasuring 5 Hectares 28.08 Ares out of the said Land owned by them in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein. Pursuant to the said Sale Deed dated 10 December 2012, Mutation Entry No. 3519 dated 11 January 2013 came to be effected and the name of Suhas Ratilal Merchant was recorded as owner of an additional area admeasuring 10.22 Ares in the 7/12 extract of the said Land.
- gg. By a Partition Deed dated 14 December 2012, registered with the Office of Sub-Registrar of Assurances at Haveli No. 6, under Serial No. 11892/2012, made and entered into between (1) Madhuri Arvind Chitale, (2) Makarand Arvind Chitale, and (3) Ashish Arvind Chitale referred to as Executants therein, the Executants therein partitioned the balance portion of land admeasuring 5 Hectare 17.78 Ares out of the said Land and owned by them, amongst themselves. Pursuant thereto, (1) a portion admeasuring 1 Hectare 73.78 Ares was allotted to the share of Madhuri Arvind Chitale, (2) a portion admeasuring 1 Hectare 72 Ares was allotted to the share of Makarand Arvind Chitale and (3) a portion admeasuring 1 Hectare 72 Ares was allotted to the share of Ashish Arvind Chitale. Further pursuant to the said Partition Deed dated 14 December 2012, Mutation Entry No. 3529 dated 13 February 2013, came to be effected and the names of (1) Madhuri Arvind Chitale, (2) Makarand Arvind Chitale, and (3) Ashish Arvind Chitale were recorded as owner of their respective share in the 7/12 Extract for the said Land. It further appears that a portion of land admeasuring



0.08 Ares was unaccounted for in the aforesaid partition, which has been rectified by the Correction Deed dated 11 February 2015, mentioned hereinbelow.

- hh. By and under a Gift Deed dated 11 December 2013, registered with the office of the Sub-Registrar of Assurances at Haveli No. 7, under Serial No. 9715/2013, made and entered into between Ashish Arvind Chitale therein referred to as the Donor and Madhuri Arvind Chitale therein referred to as the Donee therein, the Donor therein, gifted his undivided share admeasuring 1 Hectare 72 Ares out of the said Land in favour of the Donee. Pursuant to the said Gift Deed dated 11 December 2013, Mutation Entry No. 3679 dated 3 March 2014 came to be effected and the name of Ashish Arvind Chitale was deleted from the owners' column and that of Madhuri Arvind Chitale was recorded for an additional area admeasuring 1 Hectare 72 Ares in the 7/12 extract for the said Land.
- ii. By and under a Correction Deed dated 11 February 2015, registered with the office of the Sub-Registrar of Assurances at Haveli No. 6, under Serial No. 1579/2015, made and entered into between (1) Madhuri Arvind Chitale, (2) Makarand Arvind Chitale, and (3) Ashish Arvind Chitale, through his Constituted Attorney, Madhuri Arvind Chitale therein referred to as the Executant therein, the Executants therein have rectified the mistake occurring in the said Partition Deed dated 14 December 2012, whereby the total balance area owned by the Executants therein was corrected to 5 Hectare 17.86 Ares instead of 5 Hectares 17.78 Ares as was mentioned therein. Further the additional area admeasuring 0.08 Ares was allotted to the share of Madhuri Arvind Chitale. Pursuant to the said Correction Deed dated 11 February 2015, Mutation Entry No. 3965 dated 25 April 2015 came to be effected and the area held by Madhuri Arvind Chitale in the said Land was updated in the 7/12 extract of the said Land. Thus, in view of the said Partition Deed dated 14 December 2012, said Gift Deed dated 11 December 2013 and said Correction Deed dated 11 February 2015, Madhuri Arvind Chitale became owner of a portion of land aggregately admeasuring about 3 Hectares 45.86 Ares out of the said Land.
- jj. By and under a Sale Deed dated 22 March 2016, registered with the office of the Sub-Registrar of Assurances at Haveli No. 3, under Serial No. 3789/2016, made and entered into between Madhuri Arvind Chitale therein referred to as the Vendor and Suhas Ratilal Merchant therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed a portion of land admeasuring 53 Ares out of her undivided share admeasuring 3 Hectares 45.86 Ares out of the said Land, in favour of the



Purchaser therein, for the consideration and as per the terms and conditions stated therein. It appears that only part of the consideration was paid thereunder and also the handing over of possession of the aforesaid portion of land was differed till the payment of the entire agreed consideration. Pursuant to the said Sale Deed dated 22 March 2016, Mutation Entry No. 4028 dated 19 April 2016 came to be effected and the name of Suhas Ratilal Merchant was recorded as owner for an additional area admeasuring 53 Ares in the 7/12 extract of the said Land.

kk. By and under a Sale Deed dated 22 March 2016, registered with the office of the Sub-Registrar of Assurances at Haveli No. 3, under Serial No. 3790/2016, made and entered into between Makarand Arvind Chitale therein referred to as the Vendor and Suhas Ratilal Merchant therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed a portion of land admeasuring 27 Ares from his undivided share of 1 Hectare 72 Ares out of the said Land, in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein. It appears that only part of the consideration was paid thereunder and also the handing over of possession of the aforesaid portion of land was differed till the payment of the entire agreed consideration. Pursuant to the said Sale Deed dated 22 March 2016, Mutation Entry No. 4023 dated 12 April 2016 came to be effected and the name of Suhas Ratilal Merchant was recorded as owner for an additional area admeasuring 27 Ares in the 7/12 extract of the said Land.

ll. By a Possession Receipt dated 1 August 2016, registered with the office of the Sub-Registrar of Assurances at Haveli No. 3, under Serial No. 9567/2016, made and entered into between Madhuri Arvind Chitale therein referred to as the First Party and Suhas Ratilal Merchant therein referred to as the Second Party, the First Party therein, on receipt of the entire consideration as stated in said Sale Deed dated 22 March 2016, registered under Serial No. 3789/2016, handed over physical possession of the said portion of land admeasuring 53 Ares out of her share in the said Land, in favour of the Second Party therein.

mm. By a Possession Receipt dated 1 August 2016, registered with the office of the Sub-Registrar of Assurances at Haveli No. 3, under Serial No. 9568/2016, made and entered into between Makarand Arvind Chitale as the First Party therein and Suhas Ratilal Merchant as the Second Party therein, the First Party therein, on receipt of the entire consideration as stated in Sale Deed dated 22 March 2016, registered under Serial No. 3790/2016, handed over physical possession of the said portion of land



admeasuring 27 Ares out of his share in the said Land, in favour of the Second Party therein.

nn. From Mutation Entry No. 4087 dated 18 December 2016 and Mutation Entry No. 4221 dated 26 December 2017, it is observed that as per E- Mutation Project Edit Module, the handwritten records and computerized records were compared and further as per (1) the Government Notification bearing No. R.B.A./P.K. 180/L-1 dated 7 May 2016, (2) Order bearing No. HNo/SR/Parishishtha/Mahalunge/1274/16 dated 18 December 2016 passed by the Tehsildar, and (3) Order dated 25 December 2017 passed by the Tehsildar, Mulshi, directions were issued to carry out the corrections in the records of various lands, including the said Land. This entry has been effected merely to rectify the revenue record for mistakes occurring at the time of computerization of the revenue records and the same does not in any manner affect the title of the said Land. The changes recorded are as follows:

Mutation Entry No.	Information prior to Mutation Entry	Rectified Information
4087	Account No. 669 Name: Kalpana Suhas Merchant Rate: 1.50 Name: M/s. J and J Associates, through Partner Area: 0.0000 Rate: 0.00 Mutation Entry No. 100002	Account No. 669 Name: Kalpana Suhas Merchant Rate: 1.51 Name: M/s. J and J Associates, through Partner Area: 0.6450 Rate: 1.21 Mutation Entry No. 333  Newly created account: Account No. 11038 Name: Malav Jayant Shah Mutation Entry No. 3445 Account No. 11038 Name: M/s. J and J Associates through Partner Area: 1.2900 Rate: 2.43 Mutation Entry No. 3445  Deleted names: Account No. 10123 Name: Suhas Ratilal Merchant Account No. 10607 Name: Malav Jayant Shah Account No. 10607 Name: M/s. J and J Associates through Partner Account No. 264 Name: Surendra Rikhabdas Sancheti H.U.F



		Account No. 407 Name: A.Pa.K. mother Madhuri Account No. 407 Name: Ashish Arvind Chitale Account No. 407 Name: Madhuri Arvind Chitale
4221	Owner's Information: Account No. 699 Name: Kalpana Suhas Merchant Area: 0.8000 Rate: 1.51 Potkharaba: 0.0000 Name: M/s. J and J Associates through Partner Area: 1.2900 Rate: 2.43 Potkharaba: 0.0000	Owner's Information: Account No. 699 Name: Kalpana Suhas Merchant Area: 0.3000 Rate: 0.56 Potkharaba: 0.5000 Name: M/s. J and J Associates through Partner Area: 0.7900 Rate: 1.49 Potkharaba: 0.5000

We have not been provided with the copy of the said Government Notification dated 7 May 2016, Order dated 18 December 2016, and Order dated 25 December 2017 for perusal.

oo. By and under a Deed of Conveyance dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19843/2021, made and entered into between Kalpana Suhas Merchant therein referred to as the Vendor and Mahalunge Real Estate Developers Private Limited through its authorized signatory Ashok Dhanraj Chordia, therein referred to as the Purchaser, the Vendor therein, sold a portion of land admeasuring 80 Ares out of the said Land owned by her, in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein. Simultaneously therewith, the Vendor therein also executed a Power of Attorney of the even date, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19858/2021, thereby appointing the Purchaser therein as her attorney, to do all the acts, deeds and things, more particularly mentioned therein. Pursuant to the said Deed of Conveyance dated 16 December 2021, Mutation Entry No. 4622 dated 12 January 2022 came to be recorded and pursuant to the Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/29/2022, the name of Mahalunge Real Estate Developers Pvt. Ltd. was recorded as owner in the 7/12 extract for said Land.

pp. By and under a Deed of Conveyance dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19847/2021, made and entered into between Makarand Arvind Chitale therein referred



to as the Vendor and Mahalunge Real Estate Developers Private Limited through its authorized signatory Ashok Dhanraj Chordia, therein referred to as the Purchaser, the Vendor therein, sold a portion of land admeasuring 1 Hectare 45 Ares out of the said Land held by him, in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein. Simultaneously therewith, the Vendor therein also executed a Power of Attorney of even date, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19856/2021, thereby appointing the Purchaser therein as his attorney, to do all the acts, deeds and things, more particularly mentioned therein. Pursuant to the said Deed of Conveyance dated 16 December 2021, Mutation Entry No. 4623 dated 12 January 2022 came to be recorded and pursuant to the Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/30/2022, the name of Mahalunge Real Estate Developers Pvt. Ltd. was recorded as owner in the 7/12 extract for said Land.

qq. By and under a Deed of Conveyance dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19849/2021, made and entered into between Madhuri Arvind Chitale therein referred to as the Vendor and Mahalunge Real Estate Developers Private Limited through its authorized signatory Ashok Dhanraj Chordia, therein referred to as Purchaser therein, the Vendor therein, sold a portion of land admeasuring 2 Hectares 92.86 Ares out of the said Land held by her, in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein. Simultaneously therewith, the Vendor therein executed a Power of Attorney of even date, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19855/2021, thereby appointing the Purchaser therein as her attorney, to do all the acts, deeds and things, more particularly mentioned therein. Pursuant to the said Deed of Conveyance dated 16 December 2021, Mutation Entry No. 4625 dated 12 January 2022 came to be recorded, and pursuant to the Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/27/2022, the name of Mahalunge Real Estate Developers Pvt. Ltd. was recorded as owner in the 7/12 extract for said Land.

rr. By and under a Deed of Conveyance dated 16 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19850/2021, made and entered into between Suhas Ratilal Merchant therein referred to as Vendor and Classic Promoters and Builders Private Limited through its authorized signatory Ashok Chordia, therein referred to as Purchaser, the Vendor



therein, sold a portion of land admeasuring 2 Hectares 64.72 Ares out of his share in the said Land in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein. Simultaneously therewith, the Vendor therein also executed a Power of Attorney of the even date, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19854/2021 thereby appointing the Purchaser therein as his attorney, to do all the acts, deeds and things, more particularly mentioned therein. Pursuant to the said Deed of Conveyance dated 16 December 2021, Mutation Entry No. 4626 dated 12 January 2022 came to be recorded, and pursuant to the Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/26/2022, the name of Mahalunge Real Estate Developers Pvt. Ltd. was recorded as owner in the 7/12 extract for said Land.

ss. By and under a Deed of Conveyance dated 17 December 2021, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19848/2021, made and entered into between Suhas Ratilal Merchant therein referred to as the Vendor and Mahalunge Real Estate Developers Private Limited through its authorized signatory Ashok Chordia, therein referred to as Purchaser therein, the Vendor therein, sold several lands, including the balance portion of land admeasuring 41.42 Ares out of the said Land owned by him in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein. Simultaneously therewith, the Vendor therein executed a Power of Attorney of even date, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 19857/2021, thereby appointing the Purchaser therein as his attorney, to do all the acts, deeds and things, more particularly mentioned therein. Pursuant to the said Deed of Conveyance dated 17 December 2021, Mutation Entry No. 4624 dated 12 January 2022 came to be recorded, and pursuant to the Order dated 11 January 2023 passed in Case No. Hakanondh/SR/ Mahalunge/28/2022, the name of Mahalunge Real Estate Developers Pvt. Ltd. was recorded as owner in the 7/12 extract for said Land.

tt. By a Power of Attorney dated 16 June 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 10852/2022, executed by Classic Promoters and Builders Private Limited through its authorized signatory Ashok Chordia therein referred to as Grantor and IDBI Trusteeship Services Limited, through its authorised signatory, Shivdasan U. Menon therein referred to as Attorney, the Grantor therein appointed the Attorney therein as their attorney to present and register the Deed of Conveyance and Power of Attorney that would be executed by the Grantor



therein in favour of Mahalunge Real Estate Developers Private Limited for sale and transfer of portion of land admeasuring 2 Hectares 64.72 Ares out of the said Land held by the Grantor therein.

- uu. By and under a Deed of Conveyance dated 23 November 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 20448/2022, made and entered into between Classic Promoters and Builders Private Limited, through its authorised signatory, Nathu N. Mangde, therein referred to as the Vendor and Mahalunge Real Estate Developers Private Limited, through its authorized signatory, Nathu N. Mangde, therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed the portion of land admeasuring 2 Hectares 64.72 Ares, out of the said Property owned by them, in favour of the Purchaser therein, for the consideration and as per the terms and conditions stated therein. Simultaneously therewith, the Vendor has also executed a Power of Attorney of the even date, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 20450/2022, thereby appointing the Purchaser as their attorney, to do all the acts, deeds and things mentioned therein.
- vv. Thus, in view of what is stated hereinabove, Mahalunge Real Estate Developers Private Limited became the owner of a portion of land aggregately admeasuring 8 Hectares 24 Ares, (hereinafter referred to as the "**said Larger Property**"), out of the said Land.
- ww. By a Development Agreement dated 18 April 2023, registered with the office of Sub-Registrar of Assurances at Haveli No. 11, under Serial No. 7879/2023, made and entered into between Mahalunge Real Estate Land Developers Pvt. Ltd. through his authorised signatory Priya Shah therein referred to as the Owner and High Point Landmark LLP through their authorised signatory/partner Sachin Garg therein referred to as the Developer, the Owner therein, granted development rights, in respect of a portion of land admeasuring 2 Hectare 42.81 Ares out of the said Larger Property i.e. **the said Property** in favour of the Developer therein for the consideration and on the terms and conditions stated therein. Simultaneously, the Owners therein have also executed a Power of Attorney of even date, registered with the office of Sub-Registrar of Assurances at Haveli No.11 under Serial No. 7880/2023, thereby appointing the Developer therein as their attorney to do all acts, deeds, matters and things as more particularly stated therein.



- xx. On perusal of the 7/12 extract of the said Land for the period 2015-16 to 2021-22, it appears that Mutation Entry Nos. 3333, 3445, 4435 and 4474 are reflected therein. However, as the same do not pertain to the said Property we have not commented on the same.

### 3. REVENUE RECORD

On perusal of the 7/12 extract for the said Land i.e. land bearing Survey No. 39/1 admeasuring 9 Hectares 53 Ares, for the period 2021-22, it appears as follows:

- (i) Kalpana Suhas Merchant is recorded as owner of a portion of land admeasuring 80 Ares,
- (ii) Suhas Ratilal Merchant is recorded as owner of a portion of land admeasuring 3 Hectares 6.14 Ares,
- (iii) Madhuri Arvind Chitale is recorded as owner of a portion of land admeasuring 2 Hectares 92.86 Ares,
- (iv) Makarand Arvind Chitale is recorded as owner of a portion of land admeasuring 1 Hectare 45 Ares;
- (v) M/s. J and J Associates, through its Partner Malav Jayant Shah as owner of a portion of land admeasuring 71.82 Ares
- (vi) Metropolitan Commissioner and Chief Executive Officer, Pune Metropolitan Regional Development Authority is recorded as owner of a portion of 7.18 Ares
- (vii) A remark relating to non-agricultural use of a portion of land admeasuring 12900 Sq.Mtrs. owned by M/s. J and J Associates, through its Partner, Malav Jayant Shah, is recorded in the other rights' column therein.

### 4. MORTGAGES

- a. By a Debenture Trust dated 16 June 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No.10846/2022, made and entered into between (1) Mahalunge Real Estate Developers Private Limited, through its authorized signatory, Bhushan Palresha, therein referred to as the Borrower 1 / Mortgagor 1, (2) Classic Promoters and Builders Private Limited, through its authorized signatory Ashok Chordia, therein referred to as Corporate Guarantor 1 / Borrower 2 / Mortgagor 2, (3) BVP Construwell LLP, through its authorized signatory Bhushan Palresha, therein referred to as Corporate Guarantor 2 / Borrower 3, (4) NNP Buildcon Private Limited, through its authorized signatory, Bhushan Vilaskumar



Palresha, therein referred to as Corporate Guarantor 3, (5) Mahalunge Land Developers Private Limited, through its authorized representative Atul Chordia (6) Ashok Chordia, (7) Atul Chordia, (8) Nilesh Palresha, (9) Bhushan Palresha therein referred to as the Personal Guarantors / Borrowers and IDBI Trusteeship Services Limited through their authorised signatory, Shivdasan. U. Menon, therein referred to as the Debenture Trustee, the Mortgagors / Borrowers therein availed loan of Rs. 1,80,90,00,000/- (Rupees One Hundred and Eight Crores and Ninety Lakhs Only) by creating a charge on various properties including the said Property in favour of the Debenture Trustee on the terms and conditions stated therein.

- b. By a Supplemental / Additional Debenture Trust Deed (with Additional Mortgage) dated 12 October 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 18246/2022, made and entered into between (1) Mahalunge Real Estate Developers Private Limited, through its authorized signatory, Bhushan Palresha, therein referred to as the Borrower 1 / Mortgagor 1, (2) Classic Promoters and Builders Private Limited, through its authorized signatory Ashok Chordia, therein referred to as Corporate Guarantor 1 / Borrower 2 / Mortgagor 2, (3) BVP Construwell LLP, through its authorized signatory Nilesh Palresha, therein referred to as Corporate Guarantor 2 / Borrower 3, (4) Ela Real Estate Developers LLP, through its authorized signatory, Nilesh Palresha, (5) Mahalunge Land Developers Private Limited, through its authorized representative Ashok Chordia, (6) Ashok Chordia, (7) Atul Chordia, (8) Nilesh Palresha, (9) Bhushan Palresha therein referred to as the Personal Guarantors / Borrowers and IDBI Trusteeship Services Limited through their authorised signatory, Shivdasan. U. Menon, therein referred to as the Debenture Trustee, the Mortgagors / Borrowers therein, availed an additional loan of Rs. 69,94,85,000/- (Rupees Sixty Nine Crores, Ninety Four Lakhs and Eighty Five Thousand Only) by creating an additional charge on the various properties including the said Property, mortgaged under the abovestated Debenture Trust dated 16 June 2022, in favour of the Debenture Trustee on the terms and conditions stated therein.

- c. By a Second Supplemental Debenture Trust Deed cum Confirmation / Additional Mortgage dated 30 November 2022, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 20926/2022, made and entered into between (1) Mahalunge Real Estate Developers Private Limited, through its authorized signatory, Bhushan Palresha, therein referred to as the Borrower 1 / Mortgagor 1, (2)



Classic Promoters and Builders Private Limited, through its authorized signatory Ashok Chordia, therein referred to as Corporate Guarantor 1 / Borrower 2 / Mortgagor 2, (3) BVP Construwell LLP, through its authorized signatory Nilesh Palresha, therein referred to as Corporate Guarantor 2 / Borrower 3, (4) Ela Real Estate Developers LLP, through its authorized signatory, Nilesh Palresha, (5) Mahalunge Land Developers Private Limited, through its authorized representative Ashok Chordia, (6) Ashok Chordia, (7) Atul Chordia, (8) Nilesh Palresha, (9) Bhushan Palresha therein referred to as the Personal Guarantors / Borrowers and IDBI Trusteeship Services Limited through their authorised signatory, Shivdasan. U. Menon, therein referred to as the Debenture Trustee, the Mortgagors / Borrowers therein, the Parties therein recorded the abovestated Deed of Conveyance dated 23 November 2022 and confirmed the charges previously created on the portion of land sold, transferred and conveyed therein by Classic Promoters and Builders Private Limited to Mahalunge Real Estate Developers Private Limited.

- d. We have conducted a limited online search with the website of the Ministry of Corporate Affairs in the name of Mahalunge Real Estate Developers Private Limited and Classic Promoters and Builders Private Limited for any charges that are recorded in their names. We have come across certain charges as more particularly stated therein. However, by a letter dated 19 April 2023, the Owners have informed us that none of the charges mentioned herein are related to or created on the said Property, we have relied upon the said letter.
- e. We state and declare that, save and except as stated hereinabove, the said Property and/or any part/s thereof have not been mortgaged by us to any bank or financial institutions nor any encumbrances or any third party rights of any nature whatsoever have been created in respect of the said Property

## 5. LITIGATION

- A. SPECIAL CIVIL SUIT NO. 50/1982 along with FIRST APPEAL NO. 248/1990, renumbered as CIVIL APPEAL NO. 343/2012:

- 1. SPECIAL CIVIL SUIT NO. 50/1982:

- i. It appears that Arvind Shankar Chitale as the Plaintiff therein, filed Special Civil Suit No. 50/1982 before the Joint Civil Judge Senior Division, Pune, against (1) Musa Babu Tamboli, (2) Badrunissa Mohamad Jafar and (3) Mohamad



Jafarvali Mohamad Shaikh as the Defendants therein, claiming to be the sole and absolute owner of the said Larger Land i.e. Survey No. 39 admeasuring 14 Hectare 62 Ares, as he paid the entire consideration under the said Sale Deed dated 7 September 1977, mentioned hereinabove and further prayed for (i) declaration as exclusive owner and possessor of several lands, including the said Larger Land, (ii) declaration that the above stated Sale Deed dated 11 December 1979, registered with the Sub-Registrar of Assurances at Maval, under Serial No. 1557/1979, executed by the Defendant No. 1 in favour of Defendant No. 2 be not binding on him and (iii) perpetual injunction restraining the Defendants from seeking possession of the suit Properties and other reliefs as stated therein.

- ii. By a Judgment dated 20 July 1989, the Plaintiff's suit was partly decreed wherein, *inter-alia*, the contention of the Plaintiff being the exclusive owner was rejected; however, the Defendants were restrained from obstructing the Plaintiff's possession of 22 Acres of the suit Properties.
- iii. Save and except the Judgment dated 20 July 1989, we have not been provided with a copy of the Plaint, Application for Temporary Injunction, or any other suit papers and orders pertaining to the said Special Civil Suit No. 50/1982.

2. FIRST APPEAL NO. 248/1990, renumbered as CIVIL APPEAL NO. 343/2012:

- i. Being aggrieved by the above stated Order dated 20 July 1989, (1) Badrunissa Mohamad Jafar and (2) Mohamad Jafarvali Mohamad Shaikh as the Appellants therein, filed First Appeal bearing No. 248/1990 before the High Court of Judicature at Bombay, against (1) Arvind Shankar Chitale, since deceased, through his legal representatives. (1a) Madhuri Arvind Chitale, (1b) Makarand Arvind Chitale, minor (1c) Ashish Arvind Chitale, minor, Respondent Nos. 2 and 3 through their natural guardian mother, Respondent No. 1, and (2) Musa Babu Tamboli as the Respondents therein.
- ii. It appears that owing to the pecuniary jurisdiction, the said First Appeal was transferred to the Ad-Hoc District Judge, Pune, where it was re-numbered as Civil Appeal No. 343/2012. By an Order dated 29 January 2019, the said Civil Appeal No. 343/2012 was dismissed for want of prosecution.

B. SPECIAL CIVIL SUIT NO. 1387/2012:



- i. It appears that Leena Chaban Tonde, nee Leena Yashwant Padale, as the Plaintiff therein, filed Special Civil Suit No. 1387/2012 before the Civil Judge Senior Division, Pune against (1) Dilip Yeshwant Padale, (2) Tushar Yeshwant Padale, (3) Godavari Vitthal Chinchvade, through legal representatives, (3a) Vijay Vitthal Chinchvade, (3b) Sharad Vitthal Chinchvade, (3c) Shashikala Atmaram Burukh, (3d) Sandhya Mahadeo Bagal, (3e) Shushma Vitthalrao Chinchvade, (4) Arvind Shankar Chitale, through legal representatives (4a) Madhuri Arvind Chitale, (4b) Makarand Arvind Chitale, (4c) Ashish Arvind Chitale, (5) M/s. Electron and Electron, through its Partners (5a) Avinash Shankar Chitale, (5b) Alka Avinash Chitale, (6) Badrunisa Mohmand Jafar, (7) Kalpana Suhas Merchant, (8) Tukaram Dnyanoba Khaire, (9) Suhas Ratilal Merchant, (10) Surendra Rikhabdas Sancheti, H.U.F., through its Karta, Surendra Rikhabdas Sancheti, (11) Pragma Constrobuil Private Limited, through its Partner, Mandar Sudhakar Barbhai and (12) M/s. J and J Associates, through its Partner, Malav Jayant Shah as the Defendants therein, claiming that the said Larger Land was an ancestral property and could not have been gifted by the Gift Deed dated 18 December 1957, registered with the office of the Sub-Registrar of Assurances at Maval, under Serial No. 1002/1957, mentioned hereinabove and further claiming to be entitled to a share in the said Larger Land. The Plaintiff therein has prayed for (1) Partition of several lands, including the said Larger Land, (2) Declaration that the said Gift Deed dated 18 December 1957 and subsequent deeds be declared null and void and non-est, and not binding on the share of the Plaintiff in the suit properties, (3) Permanent Injunction restraining the Defendants from creating any third party interest with respect to the suit properties, from disturbing the joint possession of the Plaintiff on the suit properties and (4) Permanent Injunction restraining the Defendant No. 12 from acting in furtherance of the Sale Deed executed in their favour and further reliefs as stated therein.
- ii. Subsequent to the filing of the aforesaid Suit, the Plaintiff therein also got registered a Notice of Lis Pendens, registered on 23 May 2013, with the office of Sub-Registrar of Assurances at Haveli No. 10 under Serial No. 6112/2013 in respect of present Suit. Pursuant thereto, Mutation Entry No. 3573 dated 27 May 2013 came to be recorded, however it appears that the said Mutation Entry No. 3537 was deleted by an Order bearing No. Hakanondh/SR/Mahalunge/48/13 dated 3 February 2014. We have not been provided with the said Order dated 3 February



2014 for perusal. By their letter dated 19 April 2023, the Present Owner has informed us that the said Order dated 3 February 2014 is not available for perusal.

- iii. It appears that Plaintiff had also filed an application for Temporary Injunction and had prayed for ad-interim injunction, which was rejected by Order dated 3 November 2012 with a direction to issue show cause notice to the Defendants. By an Order dated 16 November 2017, directions were issued that application for Temporary Injunction was to proceed along with the suit.
- iv. It appears that thereafter the Plaintiff again filed an application for Temporary Injunction, to which application an objection was raised by the Defendants on the ground of res-judicata based on the Order dated 16 November 2017, mentioned hereinabove. By an Order dated 2 March 2020, passed by the Additional Judge, Small Causes Court and Civil Judge, Senior Division, Pune, the parties were directed to argue the maintainability of the second application for Temporary Injunction filed by the Plaintiff. Further, by Order dated 3 November 2020, the said objections raised by the Defendants therein were rejected.
- v. It appears that the Defendant No. 2 i.e. Tushar Yashwant Padale filed an application for Temporary injunction against the Plaintiff and other Defendants.
- vi. The second application for Temporary Injunction filed by the Plaintiff and the application for temporary injunction filed by the Defendant No. 2, were heard together and by an Order dated 26 November 2020 passed by the Civil Judge, Senior Division, and Additional Judge, Small Causes Court, Pune, the applications for temporary injunction were partly granted with respect to certain Survey No. 24/7, and was rejected with respect to the said Larger Land.
- vii. On perusal of the website of the District and Sessions Court, Pune, it appears that the said Special Civil Suit No. 1387/2012 is presently pending at the stage of Written Statements.

**C. APPEAL FROM ORDER NO. 161/2021 and APPEAL FROM ORDER [STAMP] NO. 2585/2021:**

- i. Being aggrieved by the above stated Order dated 26 November 2020 passed by the Civil Judge, Senior Division, Pune, in the above stated Special Civil Suit No. 1387/2012, (1) the original Plaintiff, as the Applicant / Appellant therein filed Appeal



from Order No. 161/2021 against the Defendants and (2) the Defendant No. 1, as the Applicant/Appellant therein filed an Appeal from Order (St.) No. 2585/2021 against the Plaintiff and Defendant Nos. 2 to 12, before the High Court of Judicature, Bombay, praying for the said Order dated 26 November 2020 to be quashed and set aside, to stay the said Order dated 26 November 2020 during pendency of the Appeal, and for ad-interim and interim reliefs, and other reliefs more particularly stated therein

- ii. By an Order dated 14 October 2022, passed by the High Court, the said Appeals from Order Nos. 161/2021 and No. (st.) 2585/2021, were dismissed, and directions were issued to the lower, trial Court to dispose off the said Special Civil Suit No. 1387/2012, as expeditiously as possible.

**D. WRIT PETITION NO. 6408/2021:**

- i. It appears that, being aggrieved by the abovestated Order dated 3 November 2020 passed in the said Special Civil Suit No. 1387/2012, the original defendant No. 12 therein, i.e. M/s. J and J Associates as the Petitioner, filed Writ Petition No. 6408/2021 before the High Court of Judicature of Bombay, against the original Plaintiff and defendants, praying for Writ of Certiorari and/or any other Writ/Order/Direction in the nature of the Writ of Certiorari thereby quashing and setting aside the said Order dated 3 November 2020, to allow the Preliminary Objections raised by the original defendant No. 12, for stay to be granted on the further proceedings in the abovestated Special Civil Suit No. 1387/2012 and for ad-interim and interim reliefs, and other reliefs more particularly stated therein.
- ii. By an Order dated 22 February 2022, the said Writ Petition was dismissed.

- E. Cubictree Technology Solutions Private Limited has carried out an online litigation search on the official website of the District and Sessions Court, Pune, High Court of Bombay and Supreme Court of India in the names of (1) Mahalunge Real Estate Developers Pvt. Ltd., (2) Classic Promoters and Developers Pvt. Ltd., (3) Kalpana Suhas Merchant, (4) Madhuri Arvind Chitale, (5) Makarand Arvind Chitale and (6) Suhas Ratilal Merchant and has submitted their Reports dated 27 October 2022, 29 October 2022, 31 October 2022, 1 November 2022, and 8 November 2022. By their



Letter dated 19 April 2023, the Owner has informed us that none of the litigations listed therein have been filed with respect to the said Property.

- F. The present owners have by their letter dated 19 April 2023, stated that save and except as stated hereinabove, the said Property is not the subject matter of any suit, revenue proceeding, tax proceeding, appeal, petition, etc. nor the same is the subject matter of any attachment either before or after judgment and there is no notice of lis pendens or attachment subsisting or pending in respect of the said Property.

## **6. PUBLIC NOTICE**

To investigate the title of Mahalunge Real Estate Developers Private Limited to a portion of land admeasuring 2 Hectares 42.81 Ares out of the said Property, we had issued a Public Notice dated 2 October 2022 in the daily newspaper Prabhat (Marathi), Maharashtra Times (Marathi) and Times of India (English), published on 2 October 2022, calling for objections if any. However, till date we have not received any objections to the aforesaid Public Notice dated 2 October 2022.

## **7. INDEX II SEARCH REPORT**

Mr. Kailash M. Thorat, Advocate, has carried out search of the Index-II registers maintained with the concerned offices of Sub-Registrar of Assurances at Haveli, Pune, for the years 1993 to 2022, i.e. for 30 years with respect to the land bearing Survey No. 39/1 and he has submitted his Search Report dated 18 November 2022. During the process of conducting such searches, Mr. Kailash M. Thorat has stated that physical searches of Index II register for the years 1993 to 2001 in the Sub-Registrar's office were not permitted due to Covid-19 pandemic situation, as per the Letter bearing No. Ka.9/Astha-7/Upayojana/2021/112/2021 dated 6 April 2021 of Inspector General of Registration and Controller of Stamps. From the Index II Search Report dated 18 November 2022, it appears that no entry adverse to the title of Mahalunge Real Estate Developers Private Limited and Classic Promoters and Builders Private Limited was found during the abovestated search. Thereafter, we have not carried out further searches at the offices of the concerned Sub-Registrar of Assurances.

## **8. PERMISSIONS AND SANCTIONS**



- a. By an Order bearing No. PMH/NA/SR/280/2014 dated 20 March 2015 passed by the Revenue Department, Collector Office, Pune (1) Kalpana Suhas Merchant, (2) Madhuri Arvind Chitale, (3) Makarand Arvind Chitale, through their Constituted Attorney, Suhas Ratilal Merchant, and (4) Suhas Ratilal Merchant obtained Non-Agricultural Use Permission on a portion of land admeasuring 115567.39 sq.mt., out of several lands, including the said Land.
- b. It appears that Mahalunge Real Estate Developers Private Limited and Classic Promoters and Builders Private Limited proposed to set up an Integrated Township Project ("ITP") for several lands situated at Village Mahalunge, Hinjewadi and Maan, including the said Properties. Pursuant thereto, by an Order bearing No. Tantra/2022/715 dated 14 March 2022 passed by Directorate of Archeology and Museums, Mahalunge Real Estate Developers Private Limited obtained clearance for the proposed ITP over a portion of land admeasuring 13 Hectares 73 Ares out of several lands, including the said Properties, subject to the terms and conditions stated therein.
- c. By an Order bearing No. MuA/KaA-2/UA-3/Prashaa-6/ViNV Mahalunge/Na-Harkat/2306/2022 dated 22 April 2022 passed by the Chief Engineer, Water Resources Department, Pune, Mahalunge Real Estate Developers Private Limited and Classic Promoters and Builders Private Limited obtained clearance for developing a portion of land admeasuring 12 Hectares 69.84 Ares out of several lands, including the said Land.
- d. By (1) a Notification bearing No.Pra.Yo.Pune/Mou.Mahalunge, Maan, Hinjewadi/A.N.V.Pr./TPV-1/3109 dated 16 June 2022 issued by the Maharashtra State Town Planning and Valuation Department, and (2) Letter of Intent bearing No. PMH/KaVi/1183/2022 dated 30 August 2022 passed by the Collector's Office (Revenue Department), Mahalunge Real Estate Developers Private Limited and Classic Promoters and Builders Private Limited obtained location clearance for the proposed ITP over a portion of land admeasuring 13 Hectares 7 Ares, out of several lands, including the said Properties.
- e. By a Commencement Certificate bearing No. BMU/ Mou.Mahalunge/ S.No.39/1pt./Pr.Kr.1212.22-23 dated 6 December 2022 issued by the Pune Metropolitan Region Development Authority, Pune, Mahalunge Real Estate Developers Private Limited and Classic Promoters and Builders Private Limited and



others obtained permission to develop a portion of land admeasuring 24281.00 sq.mt., identified as Section R-12 forming part of the said ITP on the terms and conditions stated therein.

#### **9. NA TAXES / PROPERTY TAXES**

- a. By a Payment Challan dated 10 November 2021, it appears that Suhas Ratilal Merchant paid the Non-Agricultural Tax for the year 2021-22 with respect to several properties, including the portion of land out of the said Land.

#### **10. CONCLUSION**

In view of what is stated hereinabove and subject to what is stated hereinabove, we certify that Mahalunge Real Estate Developers Private Limited is the owner of the said Property and has a clean, clear and marketable title thereto.

#### **11. GENERAL**

- a. This Title Report merely certifies the matters expressly dealt with in the certificate. The Title Report does not consider or certify any other questions not expressly answered in the certificate.
- b. This Title Report is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Title Report, and we are under no obligation to update this Title Report with any information, replies or documents we receive after this date.
- c. Save as specifically stated in this Title Report, we have not inspected or reviewed the original documents in respect of the Properties.
- d. We have not been provided with any plans or photocopies of plans [including as annexures to any documents] except as specifically mentioned in this Title Report.
- e. We have not verified whether appropriate stamp duty has been paid on the various documents referred to in this Title Report.
- f. In accordance with our scope of work and our qualifications:
  - i) We have not visited the site on which the Properties are situated.



- ii) We have not independently verified the area or boundaries of the Properties. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the Properties, as we have found them in various documents.
  - iii) We also do not express our opinion on matters related to actual physical use of the Properties.
  - iv) We have not verified the market value of the Properties and we do not express any opinion on this issue.
  - v) We do not express an opinion relating to plan permissions, approvals or development potential of the Properties.
- g. We express no view about the zoning, user, reservations or FSI of the Properties.
- h. Save as otherwise stated in this Title Report, we express no view with respect to any structures or buildings standing on the Properties.
- i. We have been informed by you that you have not been served with or received any notice from the government or any other local body or authority with respect to the Properties or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Properties or any portion of it save as disclosed in the Title Report. Further, we have been informed by you that there is no legislative enactment or government ordinance, order or notification with respect to the Properties or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Properties or any portion of it save as disclosed in the Title Report. We have assumed the genuineness of these assertions and have not verified issues relating to acquisition, requisition, reservation or setback of the Properties or any portion of the Properties by governmental authorities.
- j. We have not conducted any investigation / enquired into the total holdings of the Properties owner(s) to ascertain whether they exceed the holding limit specified under The Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961. We have also not checked the applicability of the provisions of the Urban Land (Ceiling & Regulations) Act, 1976 save and except as per documents furnished to us and as set out hereinabove.



- k. We have not independently validated the taxes / cess / duties / charges payable in respect of the Properties and make no comment with respect to these.
- l. Save as otherwise stated in this Title Report, we have not issued any further public notice to invite claims from the public at large in respect of the title of the respective owners to the said Properties.
- m. We have not carried out a search of the registers or records maintained with the concerned offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities. For the purpose of issuing this Title Report, we have caused a search to be conducted at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website as set out in this Title Report and for the period set out in this Title Report on 18 November 2022 with respect to the years 1993 to 2022. For the purpose of issuing this Title Report, we have relied on the search reports described in this Title Report, dated 18 November 2022 issued by Adv. Kailash Thorat, who has conducted independent searches / investigations in respect of the Properties at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website. We have not carried out any subsequent or independent searches of the registers or records maintained with the offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities.
- n. We have been informed by our search clerk that, for certain years, the records maintained by the offices of the Sub-Registrar of Assurances are torn and mutilated and the Index II register maintained in digital form has not been properly maintained. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of the records being torn or mutilated or not having been maintained properly.
- o. Except as specifically stated in this Title Report we have not carried out any further searches at the offices or websites of the Registrar of Companies.
- p. Except as specifically stated in this Title Report, we have not carried out any searches on any websites or in the records of any courts or governmental or regulatory agencies, authorities or bodies and have accepted based on your assertions that there are no pending litigations, proceedings, enquiries etc. before any court of law, tribunal, authority etc. in respect of the Properties. We have



assumed that there is no dispute between the previous owners or predecessors in title with respect to their individual entitlement or the joint family holding and that wherever individual deeds and agreements have been executed by the members of a family have been executed in terms of a family understanding / settlement between the family members. Except as specifically stated in this Title Report, we have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the Properties. Our comments relating to such dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.

q. For the purpose of this Title Report, we have assumed:

- i) the legal capacity of all natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
- ii) that the persons executing documents have the necessary authority to execute them;
- iii) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
- iv) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;
- v) that there have been no amendments or changes to the documents we have examined;
- vi) that all prior documents have been adequately stamped and duly registered;
- vii) that each document binds the parties intended to be bound by it;
- viii) that the photocopies provided to us are accurate photocopies of originals;
- ix) that all translations of documents provided to us are complete and accurate;
- x) the accuracy and completeness of all the factual statements and representations made in the documents;
- xi) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;
- xii) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Title Report are correct and otherwise genuine; and



- r. For the purposes of this Title Report, we have relied upon:
- i) Photocopies / typed copy of documents where original documents were not available.
  - ii) Photocopies of record of rights of the respective properties.
- s. For the purpose of this Title Report, we have relied upon information relating to lineage as available in the revenue records and as provided by you.
- t. A certificate, determination, notification, opinion or the like provided by any professional will not be binding on an Indian court or any arbitrator or judicial or regulatory body, which would have to be independently satisfied, despite any provision to the contrary in such a document.
- u. Even though this document is titled "Title Report", it is in fact an opinion based on the documents we have reviewed. This Title Report has been provided at the request of the client to whom it is addressed.
- v. This Title Report is limited to matters related to Indian law alone (as on the date of this Title Report) and we express no opinion on laws of any other jurisdiction.

Dated this 19<sup>th</sup> day of April, 2023.

**For H & Co. Legal**

  
**Partner**

