DSK Legal
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DSK Legal
Advocates & Solicitors
1203, One Indiabulls Centre
Tower 2B, Floor 12B
841, Senapati Bapat Marg
Elphinstone Road
Mumbai - 400 013. India

T: +91 22 6658 8000
F: +91 22 6658 8001

TITLE CERTIFICATE

Upon instructions of Puravankara Projects Limited ("**Purvankara**") we have investigated (i) the ownership right of Pinni Co-operative Housing Society Limited ("**Pinni**") in respect of the properties mentioned in Part A of this Certificate, (ii) ownership rights of Sharad Co-operative Housing Society Limited ("**Sharad**") in respect of the properties mentioned in Part B of this Certificate, and (iii) the development rights of Pune Projects LLP ("**LLP**") in respect of the properties mentioned in Part A and Part B and more particularly described in this Certificate based on the documents provided by the representatives of Pinni, Sharad and LLP, and have to state as follows:

For the purposes of this Certificate:

A. We have perused the title documents set out in **Annexure "A"** hereto and have relied upon the mutation entries and the 7/12 extracts of the captioned properties.

B. We have caused searches to be conducted in respect of the captioned properties mentioned hereinabove and have relied upon the Search Reports dated June 6, 2014 issued by Rajendra Jaigude, Advocate. We have not caused any updated Search, thereafter.

C. We have perused and relied upon the title certificates issued by M/s. Hariani & Co., *inter alia* certifying the rights of Pinni and Sharad with respect to the captioned properties.

D. Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection of the captioned properties nor have commented on the development aspects of the captioned properties.

E. We have issued public notices in the names of the owners and developers for inviting any objections / claims in respect of the captioned properties in (i) Times of India dated May 15, 2014 having circulation in Pune (in English language); and (ii) Prabhat dated May 15, 2014 having circulation in Pune (in Marathi language); and have received certain claims / objections, which are dealt with separately in this Certificate. We have not published any public notice, thereafter.

F. Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the properties are subject matter of any litigation, however we are aware of certain existing litigations on some of the properties which are more particularly setout hereinafter.

G. We have not conducted any investigation / enquired into the total holdings of the respective owners of the properties to ascertain whether they exceed the holding limit specified under The Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961.

H. Since the captioned properties were originally owned by the State of Maharashtra and subsequently allotted to various plot holders pursuant to an Order of the Collector, the tenure of the captioned properties is "Occupant Class II" and is governed by the terms and conditions of such grant. The terms of this grant provides that any further disposal or creation of encumbrance in respect of the captioned properties will require prior permission of the Collector and payment of nazarana. Though the terms of such grant does not include grant of development rights, it may be advisable to independently confirm from a liaisoning architect whether prior permission / payment of nazarana will be required prior to creation of development rights in respect of the properties. In any event, the understanding on the liability for payment of such nazarana, if any, should be commercially agreed between the parties.

I. By an order dated February 11, 2013, issued by the Deputy Registrar, Cooperative Society, Pune City (4), Pinni came to be bifurcated into several Societies in accordance with its Special Resolution dated December 16, 2012 in following manner:

Society	Plots	Registration Number
Pinni Cooperative Housing Society Limited (1)	Survey No. 9 to 14 Hissa No. 1/36	PNA/PNA(4)/HSG(TC)/12556 /2012-13
Pinni Cooperative Housing Society Limited (2)	Survey No. 9 to 14 Hissa No. 1/50, and Survey No. 9 to 14 Hissa No. 1/51	PNA/PNA(4)/HSG(TC)/12557 /2012-13

By an order dated May 22, 2014, issued by the Deputy Registrar, Cooperative Society, Pune City (4), Pinni came to be bifurcated into several Societies in accordance with its Special Resolution dated September 22, 2013 in following manner:

Society	Plots	Registration Number
Pinni Cooperative Housing Society Limited (3)	Survey No. 9 to 14 Hissa No. 1/39, Survey No. 9 to 14 Hissa No. 1/42, Survey No. 9 to 14 Hissa No. 1/43, Survey No. 9 to 14 Hissa No. 1/45, Survey No. 9 to 14 Hissa No. 1/46	PNA/PNA(4)/HSG(TC)/15 738/2014-15
Pinni Cooperative Housing Society Limited (4)	Survey No. 9 to 14 Hissa No. 1/33	PNA/PNA(4)/HSG(TC)/15 739/2014-15
Pinni Cooperative Housing Society Limited (5)	Survey No. 9 to 14 Hissa No. 1/57, Survey No. 9 to 14 Hissa No. 1/60	PNA/PNA(4)/HSG(TC)/15 740/2014-15
Pinni Cooperative Housing Society Limited (6)	Survey No. 9 to 14 Hissa No. 1/63	PNA/PNA(4)/HSG(TC)/15 741/2014-15
Pinni Cooperative Housing Society Limited (7)	Survey No. 9 to 14 Hissa No. 1/66	PNA/PNA(4)/HSG(TC)/15 742/2014-15

J. By an order dated May 22, 2014, issued by the Deputy Registrar, Cooperative Society, Pune City (4), Sharad came to be bifurcated into several Societies in accordance with its Special Resolution dated February 23, 2014 in following manner:

Society	Plots	Registration Number
Sharad Cooperative Housing Society Limited (1)	Survey No. 9 to 14 Hissa No. 1/34	PNA/PNA(4)/HSG(TC)/15 734/2014-15
Sharad Cooperative Housing Society Limited (2)	Survey No. 9 to 14 Hissa No. 1/37, Survey No. 9 to 14 Hissa No. 1/38, Survey No. 9 to 14 Hissa No. 1/40, Survey No. 9 to 14 Hissa No. 1/41, Survey No. 9 to 14 Hissa No. 1/44.	PNA/PNA(4)/HSG(TC)/15 735/2014-15
Sharad Cooperative Housing Society Limited (3)	Survey No. 9 to 14 Hissa No. 1/56, Survey No. 9 to 14 Hissa No. 1/58, Survey No. 9 to 14 Hissa No. 1/59.	PNA/PNA(4)/HSG(TC)/15 736/2014-15
Sharad Cooperative Housing Society Limited (4)	Survey No. 9 to 14 Hissa No. 1/48	PNA/PNA(4)/HSG(TC)/15 737/2014-15

K. The representatives of Pinni and Sharad have provided us with copies of NA Orders dated May 10, 2013, August 28, 2013, May 12, 2014, and March 23, 2015. In accordance with the aforesaid N.A. orders, the Tenure of the properties came to be converted from "agricultural" to "non-agricultural". As our scope of work does not include verifying the architectural aspects, the LLP has independently verified the same with a liasioning architect.

L. We have not conducted any investigation / enquired into the pending direct/indirect tax liability of the current owners (or their predecessors in title) and/or in respect of the captioned properties. This aspect needs to be independently verified by Chartered Accountant or tax consultant.

M. We have relied upon information in relation to:

- lineage, on the basis of revenue records and information;
- copies of documents of title as listed in **Annexure "A"**; and
- copies of 7/12 and other revenue records.

N. We have assumed that:

- the mutation entries provided to us accurately reflects the transactions contained therein and have presumed the correctness of the contents thereof in accordance with Section 157 of the Maharashtra Land Revenue Code, 1966.

- the mutation entries provided to us accurately reflects the transactions contained therein;
- the mutation entries and other revenue records, which are not available do not have any adverse effect on the title of the captioned properties;
- the persons executing the documents have the necessary authority to execute the same;
- all documents/records submitted to us as photocopies conform to the originals and all such originals are authentic and complete;
- all signatures and seals on any documents/records submitted to us are genuine;
- wherever any minors' rights are involved the same have been dealt with by their rights / natural guardian for legal necessity and the same have not been challenged by such minors upon their attaining majority; and
- the legal capacity of all natural persons are as they purport it to be.

Based on the aforesaid, we have to report as under:

Brief History

- Prior to the year 1968, the property bearing Survey Nos. 9 to 14, was owned by the Irrigation Department, State of Maharashtra total area of admeasuring 225 Acre 23 Guntha.
- Mutation Entry No. 2858 dated October 4, 1968 records that pursuant to the order of the Collector, Pune dated August 19, 1968 and the order of the Tehsildar, Pune City dated September 19, 1968, an area admeasuring 90 Acres out of total area admeasuring 225 Acres 23 Gunthas of the property bearing Survey Nos. 9 to 14, owned by the Irrigation Department, State of Maharashtra came to be allotted in favour of the Revenue Department, State of Maharashtra for cultivation purposes. Accordingly, the property bearing Survey Nos. 9 to 14 came to be divided as follows:

Survey No. 9 to 14 Hissa No. 1	135 Acres 23 Guntha	Drainage (Irrigation Department)
Survey No. 9 to 14 Hissa No. 2	90 Acres	Revenue Department

- Mutation Entry No. 3083 dated January 30, 1971 records the effect of decimal system in the revenue records under the provisions of the Weights and Measurement Act 1958 and Indian Coinage Act 1955.
- Mutation Entry No. 4662 dated August 3, 1992 records that pursuant to the order of the Collector, Pune dated July 11, 1989, an area admeasuring 2 Acres (80 Ares) each came to be allotted in favour of 70 members of NT/VJNT (Nomadic Tribes) community, out of the total area of the property bearing Survey No. 9 to 14 Hissa No. 1. The aforesaid allotment order was subsequently rectified by an order dated February 16, 1993 by the Collector, Pune, wherein the area of each of allotted plot came to be rectified as 79 Ares instead of original allotment of 80 Ares each. Accordingly, 7/12 extract of each of the allotted plot (70 plots, each admeasuring 79 Ares) came to be issued *inter alia* in the name of various individuals, as recorded therein. For the

purposes of our Certificate, we have dealt with the Pinni Plots and Sharad Plots more particularly described herein, separately.

PART A – DEVOLUTION OF PINNI PLOTS

1. By and under the Order of the Collector, Pune dated July 11, 1989 read with the Order dated February 16, 1993 the following lands situated at Keshav Nagar, Mundhwa, Pune came to be allotted to different allottees in the manner as follows and on the terms and conditions therein mentioned:

Sr. No.	Survey No. and Hissa No.	Area	Names of the Allottees
1.	Survey No. 9 to 14 Hissa No. 1/39	79 Ares	Maruti Mathu Gaikwad
2.	Survey No. 9 to 14 Hissa No.1/42	79 Ares	Dhagu Fakira Gaikwad
3.	Survey No. 9 to 14 Hissa No. 1/43	79 Ares	Vatsalabai Bhikaji Jadhav
4.	Survey No. 9 to 14 Hissa No. 1/45	79 Ares	Dattu Fakira Gaikwad
5.	Survey No. 9 to 14 Hissa No. 1/46	79 Ares	Sitabai Baburao Gaikwad
6.	Survey No. 9 to 14 Hissa No. 1/57	79 Ares	Padma Maruti Jadhav
7.	Survey No. 9 to 14 Hissa No. 1/60	79 Ares	Margu Shettiba Gaikwad

hereinafter referred to as the "**Pinni Plots**".

2. By and under various Development Agreements, the aforesaid allottees of the Pinni Plots granted development rights in respect of their respective plots in favour of Intel Shelters Private Limited on the terms and conditions therein mentioned. Simultaneously with the execution of the Development Agreements as aforesaid, the aforesaid allottees also executed and registered various Powers of Attorney in respect of their respective plots in favour of representatives of Intel Shelters Private Limited, granting various powers and authorities unto them for development of the Pinni Plots.

3. Pursuant to obtaining necessary orders from the Collector for the purposes of conveying the Pinni Plots and payment of requisite *Nazarana*, by and under various registered Deeds of Sale read with various Deeds of Confirmation, the aforesaid allottees or their heirs / legal representatives, alongwith the confirmation of Intel Shelters Private Limited ("**Intel**") sold, conveyed and transferred their respective plots in favour of Pinni on the terms and conditions therein mentioned. Accordingly, Pinni became the owner of the Pinni Plots subject to the development rights of Intel.

4. Subsequently, the name of Intel was changed to Oxford Shelters Private Limited ("**Oxford**").

PART B – DEVOLUTION OF SHARAD PLOTS

1. By and under the Order of the Collector, Pune dated July 11, 1989 read with the Order dated February 16, 1993 the following lands situated at Keshav Nagar, Mundhwa, Pune

came to be allotted to different allottees in the manner as follows and on the terms and conditions therein mentioned:

Sr. No.	Survey No. and Hissa No.	Area	Names of the Allottees
1.	Survey No. 9 to 14 Hissa No. 1/37	79 Ares	Vithhal Satva Gaikwad
2.	Survey No. 9 to 14 Hissa No. 1/38	79 Ares	Sawata Vithhal Gaikwad
3.	Survey No. 9 to 14 Hissa No. 1/40	79 Ares	Maruti Eknath Gaikwad
4.	Survey No. 9 to 14 Hissa No. 1/41	79 Ares	Sundarabai Gangaram Jadhav
5.	Survey No. 9 to 14 Hissa No. 1/44	79 Ares	Babai Raghunath Gaikwad
6.	Survey No. 9 to 14 Hissa No. 1/56	79 Ares	Kisan Baburao Jadhav
7.	Survey No. 9 to 14 Hissa No. 1/58	79 Ares	Sitabai Rama Jadhav
8.	Survey No. 9 to 14 Hissa No. 1/59	79 Ares	Ananda Vyankat Jadhav

Herenafter referred to as the "**Sharad Plots**".

2. Pursuant to obtaining necessary orders from the Collector for the purposes of conveying the Sharad Plots and payment of requisite nazarana, by and under various registered Sale Deeds read with various Deeds of Confirmation and/or Supplementary Agreements, the aforesaid allottees or their heirs / legal representatives, sold, conveyed and transferred their respective plots through their constituted attorney Subhash Laxmanrao Kadam (proprietor of M/s. Subhash Kadam and Associates) in favour of Sharad on the terms and conditions therein mentioned.

3. Further by various registered Development Agreements, Sharad alongwith the confirmation of Mr. Subhash Laxmanrao Kadam (proprietor of M/s. Subhash Kadam and Associates) granted the development rights in respect of aforesaid plots in favour of Hritik Technologies and Reality Private Limited ("**Hritik**") on the terms and conditions contained therein. Accordingly, Sharad became the owner of the Sharad Plots subject to the development right of Hritik.

4. Hereinafter, Pinni Plots and Sharad Plots shall collectively be referred to as the "**Said Property**".

Assignment in favour of Pune Projects LLP

1. By and under a Joint Development Agreement dated March 26, 2014, registered with the office of the Sub-Registrar of Assurances under Serial No. 9190 of 2014, read with Power of Attorney dated March 26, 2014, registered with the office of the Sub-Registrar of Assurances under Serial No. 9191 of 2014, (i) Pinni Cooperative Housing Society Limited (3), (ii) Pinni Cooperative Housing Society Limited (5), (iii) Sharad Cooperative Housing Society Limited (2), (iv) Sharad Cooperative Housing Society Limited (3), (v) Oxford Shelters Private Limited, (vi) Hritik Technologies and Realty Private Limited, granted and assigned the development rights in respect of the said properties, in favour of Pune Projects LLP, for the consideration and upon the terms and conditions contained therein.

Objections:

- **Pinni Plots:**

Pursuant to the public notices issued by we have received the following claims / objections:

1. Objection dated May 18, 2014, raised by Vinodkumar Manikchand Shrishrimal in respect of the properties bearing Survey No. 9 to 14 Hissa Nos. 1/39, 1/42, 1/43, 1/45, 1/46, 1/57 and 1/60. Upon perusal of the objection raised by Vinodkumar Shrishrimal, we note that he has no objection to the title of the captioned properties but has only raised his concerns that the interest of the members of Pinni be duly protected.

2. Objection dated May 23, 2014, raised by Advocate C.S. Gaikwad on behalf of his client R.V. Mehta, in respect of the properties bearing Survey No. 9 to 14 Hissa Nos. 1/57 and 1/60. Upon perusing the response received from M/s. Hariani & Co., Advocates and Solicitors, it appears that there is no document executed by Mr. R.V. Mehta in respect of any of the captioned properties. We have by our letter dated June 21, 2014 called upon Advocate C.S. Gaikwad to furnish the documents on which his client has raised an objection, but have not received any response to the same.

3. Objection dated May 27, 2014, raised by Maruti Muthu Gaikwad in respect of the property bearing Survey No. 1 to 14 Hissa No. 1/39. Upon perusing the response received from M/s. Hariani & Co., Advocates and Solicitors, it appears that Maruti Muthu Gaikwad has allegedly claimed that the sale by him in favour of Pinni is illegal and void, despite having obtained the permission for sale from the authorities. Maruti Muthu Gaikwad had initiated Special Civil Suit No. 686 of 2006, which has already been dismissed and the details whereof are dealt in the description of the First Property.

4. Objection dated May 24, 2014, raised by Advocate Rajendra M. Daundkar on behalf of Balasaheb Khandu Badade in respect of the property bearing Survey No. 9 to 14 Hissa No. 1/39. Upon perusing the response received from M/s. Hariani & Co., Advocates and Solicitors, it appears that the original owners i.e. Maruti Muthu Gaikwad and others had executed an unregistered Agreement for Sale in favour of Balasaheb Khandu Badade. However, Balasaheb Khandu Badade did not obtain any permission for sale from the authorities nor did he pay the nazarana charges for the same and accordingly no Sale Deed was executed by the original owners in favour of Balasaheb Khandu Badade. Therefore the claim of Balasaheb Khandu Badade is on the basis of unregistered documents. Despite having no title to the said property, Balasaheb Khandu Badade has filed Special Civil Suit No. 2033 of 2011, which is dealt in detail in the description of the First Property.

5. Objection dated May 29, 2014, raised by Advocate Shashikant M. Indalkar. The objection does not specify the client on whose behalf such objection was raised nor the property details. Accordingly by our letter dated June 21, 2014, we have called upon Advocate Shashikant M. Indalkar to provide us with complete information, however, we have not received any response to the same.

6. Objection dated May 28, 2014, raised by Advocate Satish G. Mulik on behalf of Maruti Mathu Gaikwad in respect of the properties bearing Survey No. 9 to 14 Hissa Nos. 1/39, 1/42, 1/45 and 1/46. Upon perusing the response received from M/s. Hariani & Co., Advocates and Solicitors, it appears that Maruti Muthu Gaikwad has allegedly claimed that the sale by him in favour of Pinni is illegal and void, despite having obtained the permission for sale from the authorities. Maruti Muthu Gaikwad had initiated Special Civil Suit No. 686 of 2006, which has already been dismissed and the details whereof are dealt in the description of the First Property. Similarly the details of

Special Civil Suit Nos. 508 of 2012, 800 of 2008 and 801 of 2008 have been dealt in the description of the Second Property, Fourth Property and Fifth Property respectively.

7. Objection raised by Suman Shankar Gaikwad, Ganpat Baburao Gaikwad and Vinayak Dattu Gaikwad in respect of the properties bearing Survey No. 9 to 14 Hissa Nos. 1/42, 1/45 and 1/46. The objection of Suman Gaikwad and others was in reference to Special Civil Suit Nos. 508 of 2012, 800 of 2008 and 801 of 2008, which have been dealt in the description of the Second Property, Fourth Property and Fifth Property respectively.

8. Objection dated June 2, 2014, raised by Kishor M. Dete on behalf of Vatsalabai Bhikaji Jadhav in respect of the property bearing Survey No. 9 to 14 Hissa No. 1/43.Upon perusing the response received from M/s. Hariani & Co., Advocates and Solicitors, it appears that Vatsalabai Bhikaji Jadhav was the original allottee of the property, who has executed the Sale Deed in favour of Pinni and also confirmed the transaction personally by executing and registering a Deed of Confirmation. Further no litigation has been initiated by Vatsalabai Bhikaji Jadhav.

- **Sharad Plots:**

Pursuant to the public notices issued by we have received the following claims / objections:

1. Objection dated May 18, 2014, raised by Vinodkumar Manikchand Shrishrimal in respect of the properties bearing Survey No. 9 to 14 Hissa Nos. 1/37, 1/38, 1/40, 1/41, 1/44, 1/56 and 1/58 and 1/59. Upon perusal of the objection raised by Vinodkumar Shrishrimal, we note that he has no objection to the title of the captioned properties but has only raised his concerns that the interest of the members of Sharad be duly protected.

2. Objection dated May 24, 2014, raised by Advocate D.R. Shinde on behalf of Vijaya Parshuram Jadhav in respect of the properties bearing Survey No 9 to 14 Hissa Nos. 1/37 and 1/38. The objection raised by Vijaya Parshuram Jadhav is based on the pending Suit No. 1670 of 2013 filed by her, which is dealt with in detail in the description of the First Property and Second Property respectively.

3. Objection dated May 24, 2014, raised by Advocate Rajendra M. Daundkar on behalf of Balasaheb Khandu Badade in respect of the property bearing Survey No. 9 to 14 Hissa No. 1/58. Upon perusing the response received from M/s. Hariani & Co., Advocates and Solicitors, it appears that the original owners had executed an unregistered Agreement for Sale in favour of Balasaheb Khandu Badade. However, Balasaheb Khandu Badade did not obtain any permission for sale from the authorities nor did he pay the nazarana charges for the same and accordingly no Sale Deed was executed by the original owners in favour of Balasaheb Khandu Badade. Therefore the claim of Balasaheb Khandu Badade is on the basis of unregistered documents. Balasaheb Badade has also filed Suit No. 408 of 2008, which is dealt with in detail in the description of the Seventh Property.

4. Objection dated May 24, 2014, raised by Advocate Rajendra M. Daundkar on behalf of Tulja Bhavani Co-operative Housing Society (Proposed) represented through its Chief Promoter Shri. Rajesh Bhalchandra Barne in respect of the property bearing Survey No. 9 to 14 Hissa No. 1/40. Upon perusal of the objection and the response of M/s. Hariani & Co., Advocates and Solicitors, it appears that the original owners had executed some unregistered Agreement for Sale with respect to the said property in favour of Balasaheb Badade and on the basis of this unregistered Agreement for Sale, Balasaheb Badade agreed to sell the property in favour of Rajesh Barne in his capacity of the Chief Promoter of Tulja Bhavani Co-operative Housing Society, which is also the

subject matter of Special Suit No. 216 of 2009, which is dealt with in detail in our description of the Third Property.

5. Objection dated May 29, 2014, raised by Advocate Shashikant M. Indalkar. The objection does not specify the client on whose behalf such objection was raised nor the property details. Accordingly by our letter dated June 21, 2014, we have called upon Advocate Shashikant M. Indalkar to provide us with complete information, however, we have not received any response to the same.

Pursuant to the receipt of the aforesaid claims/objections, we had forwarded the same to M/s. Hariani & Co. Advocates and Solicitors for their clarifications. In reply to our request, M/s. Hariani & Co. by their letter dated June 12, 2014 provided us the clarifications as set out therein.

Litigation:

Pinni Plots

1. Maruti Mathu Gaikwad filed a Special Civil Suit No. 686 of 2006, in the Court of Civil Judge, Senior Division, Pune against Pinni and 8 others, in respect of the Survey No. 9 to 14 Hissa No. 1/39for several reliefs *inter alia* including cancellation of deeds and permanent injunction. By an Order dated November 22, 2013, the aforesaid Suit came to be dismissed for want of prosecution. We have been informed that Maruti Mathu Gaikwad has not taken any proceedings to challenge the Order dated November 22, 2013. By and under Deed of Confirmation dated April 22, 2016, registered at Serial No. 5971 of 2016, Maruti Mathu Gaikwad and others have confirmed the Sale Deed dated February 4, 2005, and subsequent transaction documents including the Joint Development Agreement.

2. Balasaheb Khandu Badade filed a Special Civil Suit No. 2033 of 2011, in the Court of Civil Judge, Senior Division, Pune against Maruti Mathu Gaikwad and 8 others,Survey No. 9 to 14 Hissa No. 1/39 for several reliefs *inter alia* including cancellation of Agreement for Sale dated May 16, 1996 and permanent injunction. It appears that an application for interim injunction has also been filed in the aforesaid suit. The Defendant Nos. 8 and 9 (i.e. Pinni and Oxford) have filed their written statement and say to an interim application in the aforesaid suit. It further appears that the application under Section 9A, was also moved for objecting the jurisdiction of the Court based on limitation, but vide order dated December 31, 2012, the same came to be rejected. It appears that the said suit is pending, as on date. It further appears that against the aforesaid order dated December 31, 2012, Oxford have filed Civil Revision Application stamp No. 19738/2013 and Civil Application No. 121/2015 in the Hon'ble High Court, Bombay, which is pending as on date.

3. Shankar Dhagu Gaikwad and 2 others filed a Special Civil Suit No. 508 of 2012 (old Suit No. 828 of 2008), in the Court of Civil Judge, Senior Division, Pune against Pinni and 9 others, in respect of the Survey No. 9 to 14 Hissa No. 1/42 for several reliefs *inter alia* including cancellation of deeds and permanent injunction. However, by filing of Consent Terms dated March 17, 2015, the aforesaid suit has been settled/withdrawn.

4. Shashikala Vithhalrao Jadhav filed a Special Civil Suit No. 897 of 2008, in the Court of Civil Judge, Senior Division, Pune against Hausabai Dhagu Gaikwad and 10 others, in respect of the Survey No. 9 to 14 Hissa No. 1/42 for several reliefs *inter alia* including partition, cancellation of deeds and permanent injunction. It further appears that one of the Defendants, Laxmi Tulashiram Gaikwad died and application to add her legal heirs on record is pending. It appears that the said suit is pending, as on date.

5. Dattu Fakira Gaikwad filed a Special Civil Suit No. 800 of 2008, in the Court of Civil Judge, Senior Division, Pune against Pinni and 11 others, in respect of the for Survey No. 9 to 14 Hissa No. 1/45 several reliefs *inter alia* including cancellation of deeds and permanent injunction. It appears that an application for interim injunction has also been filed in the aforesaid suit. However, by filing of Consent Terms dated March 10, 2015, the aforesaid suit has been settled/withdrawn.

6. It further appears that the application filed by Pinni for dismissal of the suit under Order 7 Rule 11 along with Section 164 of The Maharashtra Co-operative Society Act, 1960 came to be rejected by Order dated July 15, 2010. It further appears that Pinni has filed Civil Revision Application No. 5471 of 2011 before the Bombay High Court and have also filed Civil Application No. 649 of 2011. However, the aforesaid suit has been withdrawn.

7. Ganpat Baburao Gaikwad and 21 others filed a Special Civil Suit No. 801 of 2008, in the Court of Civil Judge, Senior Division, Pune against Pinni and 3 others, in respect of the Survey No. 9 to 14 Hissa No. 1/46 for several reliefs *inter alia* including cancellation of deeds and permanent injunction. It appears that an application for interim injunction has also been filed in the aforesaid suit. The Defendant Nos. 1 to 4 (including Pinni and Intel) have filed their written statement and Say to the interim injunction. It appears that the said suit is pending, as on date.

8. It appears that there was an application under Section 164 of the Maharashtra Cooperative Societies Act, 1960 filed by the defendants in the aforesaid suit which was rejected vide order dated July 15, 2010. It further appears that against the aforesaid order, Pinni and others filed Civil Revision Application No. 565/2015 (stamp no. 5453 of 2011) in the Hon'ble High Court, Bombay. It appears that Civil Revision Application (stamp no. 5453 of 2011) has been admitted and by an order dated July 27, 2016, further hearing of Special Civil Suit No. 801/2008 is stayed till the hearing & final disposal of the aforesaid Civil Revision Application.

Sharad Plots:

1. Vijaya Parshuram Jadhav filed a Special Civil Suit No. 1670 of 2013, in the Court of Civil Judge, Senior Division, Pune against Subhash Kadam & Associates and 13 others, in respect of the Survey No. 9 to 14 Hissa No. 1/37,Survey No. 9 to 14 Hissa No. 1/38 for several reliefs *inter alia* including cancellation of deeds, partition and permanent injunction. We have been informed that the summons of the aforesaid suit has not been served. It appears that the said suit is pending, as on date. It further appears from the supplementary title certificate issued by M/s Hariani & Co. that Vijaya Parshuram Jadhav has also filed a Notice of Lis Pendens dated June 25, 2014, registered in office of Sub registrar of Assurances, Haveli No. 7 at Serial No. 4827 of 2014, in respect of the aforesaid suit and the same was further rectified by Deed of Correction dated July 14, 2014, registered in office of Sub registrar of Assurances, Haveli No. 7 at Serial No. 5348 of 2014. The aforesaid suit is pending for filing Written Statement of Sharad Society.

2. Rajesh Bhalchandra Barne (chief promoter of Tulja Bhavani Co-operative Society (proposed)) filed a Special Civil Suit No. 216 of 2009, in the Court of Civil Judge, Senior Division, Pune against Kamal Maruti Gaikwad and 9 others, in respect of the Survey No. 9 to 14 Hissa No. 1/40, for several reliefs *inter alia* including specific performance of Agreement for Sale and Power of Attorney dated August 8, 2005 executed in his favour by the defendant no. 7 (Balasaheb Khandu Badade) and for permanent injunction. It appears that the owners of the property had executed an Agreement for Sale dated May 27, 1996 in favour of Balasaheb Khandu Badade. It further appears that an application for interim injunction was filed in the aforesaid suit, which was

rejected on November 13, 2013. It appears that, the Plaintiff has filed an application to bring the legal heirs of Defendant No. 1 on record and the aforesaid suit is now pending for filing reply to the said application.

3. Apaarao Rama Halse filed a Special Civil Suit No. 1263 of 2006, in the Court of Civil Judge, Senior Division, Pune against Surendra Gangaram Jadhav (since deceased, through legal heirs) and 10 others, in respect of the Survey No. 9 to 14 Hissa No. 1/41for several reliefs *inter alia* including specific performance of Agreement for Sale dated June 17, 1996 executed in his favour by the defendant no. 2 and 3 and others. It appears that, Sharad has filed an application for filing its Say and Written Statement in the aforesaid suit and other consequential reliefs thereto, which appears to be pending, as on date.

4. Balasaheb Khandu Badade filed a Special Civil Suit No. 408 of 2008, in the Court of Civil Judge, Senior Division, Pune against Bharati Rajendra Jadhav and 15 others, Survey No. 9 to 14 Hissa No. 1/58, for several reliefs *inter alia* including specific performance of Agreement for Sale dated May 6, 1996 and permanent injunction. It appears that an application for interim injunction has also been filed in the aforesaid suit. The Defendant Nos. 1 to13, 14, 15 and 16 (i.e. including Sharad, Hritik and others) have filed their written statement and say to an interim application in the aforesaid suit. It further appears that the aforesaid suit is pending for framing of Issues, as on date.

5. M/s. Subhash Kadam and Associates filed a Special Civil Suit No. 1256 of 2013, in the Court of Civil Judge Senior Division, Pune against Sharad and others, in respect of the Sharad plots, for several reliefs *inter alia* including recovery of money, cancellation of the Development Agreement and Supplementary Development Agreement and permanent injunction in respect of the development of the property. However, by filing of Consent Terms dated September 8, 2016, the aforesaid suit has been settled/withdrawn.

Opinion:

Subject to what is stated hereinabove and the pending litigations, (i) Pinni has a clear and marketable title in respect of the Pinni Plots subject to the joint development rights of Oxford and Pune Projects LLP; and (ii) Sharad has a clear and marketable title in respect of the Sharad Plots subject to the joint development rights of Hritik and Pune Projects LLP;

This certificate is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our certificate.

This certificate is addressed to and is solely for the benefit of Purvankara Projects Limited and their respective advisors. We would be pleased to discuss the contents of this certificate and provide with any additional information/clarifications that may be required. In case you have any specific queries relating to this certificate, please do not hesitate to contact us.

Dated this 25th day of October, 2016.

Sagar Kadam
Partner
DSK Legal