

To
Maha RERA
Housefin Bhavan
Plot No. C – 21, E- Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to land bearing Survey Nos. 6/1/Part, 9/1, 9/2, 9/5 to 9/20, 9/23 to 9/41, 10/1 to 10/8 & 10/10 to 10/16 admeasuring in aggregate 83,805 square meters situate at Village Shevalewadi (old village Fursungi), Taluka Haveli, District - Pune ("**Property**");

1. We have investigated the title of the said Property based on the request of **Joyville Shapoorji Housing Private Limited**, and the following documents:

- Description of the property: land bearing Survey Nos. 6/1/Part, 9/1, 9/2, 9/5 to 9/20, 9/23 to 9/41, 10/1 to 10/8 & 10/10 to 10/16 admeasuring in aggregate 83,805 square meters situate at Village Shevalewadi (old village Fursungi), Taluka Haveli, District - Pune
- The title documents in respect of the Property are more particularly described in **Third Schedule in Annexure "A"**.
- 7/12 extracts issued by Talathi dated 5th August, 2021;
- Search Report dated December 12, 2012, October 9, 2014, October 12, 2018, February 25, 2020, issued by Mr. Rajendra Jaigude, Advocate, Title Investigator for the last 30 years.

2. On perusal of the documents mentioned in Third Schedule in Annexure "A" and all other documents pertaining to the title of the said Property, we are of the opinion that development rights of Joyville Shapoorji Housing Private Limited (Promoter and Developer) is clear, marketable and without any encumbrances.

(a) Owners of the said Property:

Manjri Horse Breeders Farm Private Limited of Survey Nos. 6/1/Part, 9/1, 9/2, 9/5 to 9/20, 9/23 to 9/41, 10/1 to 10/8 & 10/10 to 10/16.

(b) Qualifying comments/remarks



- (i) Special Civil Suit No. 32 of 2009 has been filed before Hon'ble Civil Judge, Senior Division, Pune by Jayashree Kank and Others against the Manjri Stud Farm Private Limited (TMSFPL) and others as detailed in the Litigation Section hereinbelow.
 - (ii) Writ Petition No. 1311 of 2019 has been filed before the Hon'ble High Court of Bombay by was filed by Vishranti Ramdas Mane and Others against TMSFPL and others as detailed in the Litigation Section hereinbelow.
3. The report reflecting the flow of the title of Joyville Shapoorji Housing Private Limited (Developer and Promoter) in respect of the Property is enclosed herewith as **Annexure "A"** hereto.
4. 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 Property nor have commented on the zoning and development aspects etc., thereof.
5. 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 property is subject matter of any litigation.

Dated this 18th day of October, 2021.


DSK Legal



Encl.: Annexure "A"

Annexure "A"
Flow of title in respect of the Property

Re: All that piece and parcel of land admeasuring 83,805 square meters comprising of the properties more particularly described in Second Schedule hereinbelow situate at Village Shevalwadi (old village Fursungi), Taluka Haveli, in the Registration Sub-district of Pune.

1. By and under various Sale Deeds as set out in **Third Schedule**, Manjri Horse Breeders Farm Private Limited acquired properties at Village Shevalwadi, Taluka Haveli, District Pune more particularly described in the **First Schedule** hereunder written.
2. By and under a Deed of Right of Way dated July 23, 2019 registered at Serial No. 13193 of 2019, Mrunmai Properties Limited granted a right of way passing through the properties bearing (i) Survey No. 16 admeasuring 14,491.19 square meters of Village Shewalewadi, (ii) Survey No. 71B admeasuring 1260.51 square meters and Survey No. 71A/2 admeasuring 9,528.82 square meters of Village Manjri (**Right of Way**) in favour of Manjri Horse Breeders Farm Private Limited on the terms and conditions contained therein.
3. By and under a Development Agreement dated August 8, 2019, registered at Serial No. 14388 of 2019, Manjri Horse Breeders Farm Private Limited granted development rights in respect of the properties more particularly described in the **Second Schedule** hereunder written alongwith the benefit of the Right of Way and alongwith the development potential in respect thereof in favour of Joyville Shapoorji Housing Private Limited for the consideration and on the terms and conditions contained therein. Under the aforesaid Development Agreement, Manjri Horse Breeders Farm Private Limited has permitted Joyville Shapoorji Housing Private Limited to develop the properties contained therein including mortgaging the same.
4. By and under a Power of Attorney dated August 8, 2019, registered at Serial No. 14390 of 2019 Manjri Horse Breeders Farm Private Limited appointed Joyville Shapoorji Housing Private Limited as their constituted attorney in respect of the properties more particularly described in the **Second Schedule** hereunder written.
5. By and under a Transfer Deed dated February 12, 2021, registered at Serial No. 2199 of 2021 Manjri Horse Breeders Farms Private Limited represented through Joyville transferred an area admeasuring (i) 2626.12 square meters for 15 meters road widening and (ii) area admeasuring 8959.76 square meters from Amenity Space No. 2 collectively admeasuring 11,585.88 square meters forming part of Larger Property in favour of Commissioner, Pune Metropolitan Region Development Authority (PMRDA), Pune for the consideration and FSI made available in lieu thereof.

Comment:

We have been informed that the aforesaid area does not form part of the Property being developed by Joyville.

6. By and under a Lease Deed dated March 12, 2021, registered at Serial No. 4254 of 2021 Joyville granted lease in respect of the property admeasuring 760 square meters forming part of the Property in favour of Maharashtra State Electricity Distribution Company Limited for the purpose of construction of 22/11 KV indoor substation etc. for the period of 99 years and for rent reserved therein.

PUBLIC NOTICE:

We have issued a public notice inviting any objections / claims in respect of the properties published in the Sakal (Marathi Edition) dated March 14, 2019 and The Economic Times (English Edition) dated March 14, 2019 and we have not any received claims / objections pursuant to the same pertaining to the Property.

OTHER RELEVANT INFORMATION:

- In the year 1991, the revenue village Fursungi was split so as to form a new revenue village namely Shevalwadi. During the division of village Fursungi, the then survey numbers of the properties in the village were allotted new survey numbers. Similarly, new survey numbers were also allotted to the properties that formed part of the new revenue village known as Shevalwadi.
- the Hon'ble Minister (Revenue) Government of Maharashtra vide his order dated March 25, 2013 granted exemption to the captioned properties under Sec. 88 (1) (b) of the Maharashtra Tenancy and Agricultural Lands Act, 1948 from the provisions of the Maharashtra Tenancy and Agricultural Lands Act, 1948. A notification dated June 11, 2013 bearing No. TNC-2013/C.R.142/J has been published by the concerned authorities pursuant to the order passed by the Hon'ble Minister (Revenue) Government of Maharashtra.
- By and under its order dated October 5, 2013 the Collector passed its order bearing No. PMH/NA/SR/408/011 converting the user of the captioned properties from agricultural to non-agricultural on the terms and conditions contained therein.

- Further by and under its order dated December 18, 2013 the Hon'ble Minister granted exemption to the captioned properties under Sec. 47 (2) (c) of the Maharashtra Agricultural Lands (Ceiling on Holding) Act, 1961. A notification dated February 5, 2014 bearing No. ICH-2013/C.R-105/L-7 has been published by the concerned authorities pursuant to the order passed by the Hon'ble Minister (Revenue) Government of Maharashtra.
- As certain modifications were required to be carried out in respect of the above referred orders the Hon'ble Minister by his order dated September 15, 2015, modified his earlier orders dated March 25, 2013 and December 18, 2013.

LITIGATION:

- Jayashree Kank and Others filed Special Civil Suit No. 32 of 2009 against The Manjri Stud Farm Private Limited (TMSFPL) and Others before Hon'ble Civil Judge, Senior Division, Pune for declaration, partition, injunction and other reliefs mentioned in the plaint *inter alia* in respect of Survey Nos. 9/41, 9/16, 9/27 and 9/34.
- Plaintiffs have instituted the aforesaid suit *inter alia* claiming that the Deed of Conveyance in favour of TMSFPL be cancelled since her right in the properties subsist and TMSFPL cannot acquire aforesaid land and the properties be partitioned.
- On July 18, 2018, the Plaintiffs had filed an application stating that the acquisition of the subject property by TMSFPL is in violation of the provisions of the Maharashtra Tenancy and Agricultural Lands Act, 1948 (then Bombay Tenancy and Agricultural Lands Act, 1948) and the Maharashtra Prevention of Fragmentation and Consolidation Holdings Act, 1947. Accordingly, the Plaintiff *inter alia* sought directions that a report be called from the Collection / revenue authority as to whether the acquisition of MSF of the suit property is in violation of the provisions of the Maharashtra Tenancy and Agricultural Lands Act, 1948 (then Bombay Tenancy and Agricultural Lands Act, 1948) and the Maharashtra Prevention of Fragmentation and Consolidation Holdings Act, 1947. The said Application came to be numbered as Exhibit "91".
- By and under Order dated October 6, 2018, the Ld. Joint Civil Judge, Senior Division, Pune rejected the said application on the ground that calling of an opinion from a revenue authority about the validity of a transaction is completely unheard procedure.
- Being aggrieved by the Order dated October 6, 2018, the Plaintiff No. 2 therein (i.e. Vishranti Ramdas Mane) and Others have filed Writ Petition No. 1311 of 2019 before the Hon'ble High Court of Bombay against TMSFPL and others impugning the Order dated October 6, 2018 on the ground that whether a person is an agriculturist or not is a question of fact and the civil court has no jurisdiction to entertain the issue whether a person is an agriculturist.

- The Special Civil Suit is presently at the stage of Evidence and Writ Petition is pending adjudication.

Our Legal Title Report 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 Legal Title Report.

First Schedule

All that pieces and parcels of lands admeasuring in aggregate (approx.) 1,68,800 square meters situate at Village Shewalwadi, Taluka Haveli, District Pune and bearing the following Survey Nos.:

Sr. No.	Old Survey No./Hissa No.	New Survey No./Hissa No.	Area (in square meters) as per 7/12
1.	230/1	6/1	4,200
2.	230/2	6/2	4,300
3.	230/3	6/3	4,800
4.	230/4	6/4	4,900
5.	230/5	6/5	1,100
6.	230/6	6/6	600
7.	189/2/1	7/2/1 (part)	51,500
8.	189/2/2	7/2/2	14,100
9.	187/1	9/1	3,300
10.	187/2	9/2	5,300
11.	187/5	9/5	1,400
12.	187/6	9/6	1,000
13.	187/7/1	9/7/1	1,800
14.	187/7/2	9/7/2	1,800
15.	187/8	9/8	2,500
16.	187/9	9/9	1,000
17.	187/10	9/10	2,300
18.	187/11	9/11	2,300
19.	187/12	9/12	700
20.	187/13	9/13	1,600

Sr. No.	Old Survey No./Hissa No.	New Survey No./Hissa No.	Area (in square meters) as per 7/12
21.	187/14	9/14	1,600
22.	187/15	9/15	1,900
23.	187/16	9/16	700
24.	187/17	9/17	2,400
25.	187/18	9/18	800
26.	187/19	9/19	800
27.	187/20	9/20	800
28.	187/23/A	9/23/A	1,400
29.	187/23/B	9/23/B	1,400
30.	187/24	9/24	1,900
31.	187/25	9/25	1,800
32.	187/26	9/26	2,500
33.	187/27	9/27	1,300
34.	187/28	9/28	1,900
35.	187/29	9/29	700
36.	187/30	9/30	500
37.	187/31	9/31	700
38.	187/32	9/32	200
39.	187/33	9/33	200
40.	187/34	9/34	200
41.	187/35	9/35	400
42.	187/36	9/36	800
43.	187/37	9/37	1,000
44.	187/38	9/38	400
45.	187/39	9/39	700
46.	187/40	9/40	500
47.	187/41	9/41	300
48.	186/1	10/1	1,300
49.	186/2	10/2	7,200
50.	186/3	10/3	7,000
51.	186/4	10/4	1,900
52.	186/5	10/5	1,700

Sr. No.	Old Survey No./Hissa No.	New Survey No./Hissa No.	Area (in square meters) as per 7/12
53.	186/6	10/6	1,200
54.	186/7	10/7	1,900
55.	186/8	10/8	1,000
56.	186/10	10/10	900
57.	186/11	10/11	300
58.	186/12	10/12	1,400
59.	186/13	10/13	1,300
60.	186/14	10/14	2,100
61.	186/15	10/15	600
62.	186/16	10/16	700

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Second Schedule

All that pieces and parcels of lands admeasuring in aggregate (approx.) 83,805 square meters (after statutory deductions) from the following properties situate at Village Shewalwadi, Taluka Haveli, District Pune and bearing the following Survey Nos.:

Sr. No.	Old Survey No./Hissa No.	New Survey No./Hissa No.	Area (in square meters) as per 7/12
1.	230/1	6/1	4,200
2.	187/1	9/1	3,300
3.	187/2	9/2	5,300
4.	187/5	9/5	1,400
5.	187/6	9/6	1,000
6.	187/7/1	9/7/1	1,800
7.	187/7/2	9/7/2	1,800
8.	187/8	9/8	2,500
9.	187/9	9/9	1,000
10.	187/10	9/10	2,300
11.	187/11	9/11	2,300
12.	187/12	9/12	700
13.	187/13	9/13	1,600
14.	187/14	9/14	1,600
15.	187/15	9/15	1,900
16.	187/16	9/16	700
17.	187/17	9/17	2,400
18.	187/18	9/18	800
19.	187/19	9/19	800
20.	187/20	9/20	800
21.	187/23/A	9/23/A	1,400
22.	187/23/B	9/23/B	1,400
23.	187/24	9/24	1,900
24.	187/25	9/25	1,800
25.	187/26	9/26	2,500
26.	187/27	9/27	1,300
27.	187/28	9/28	1,900
28.	187/29	9/29	700

Sr. No.	Old Survey No./Hissa No.	New Survey No./Hissa No.	Area (in square meters) as per 7/12
29.	187/30	9/30	500
30.	187/31	9/31	700
31.	187/32	9/32	200
32.	187/33	9/33	200
33.	187/34	9/34	200
34.	187/35	9/35	400
35.	187/36	9/36	800
36.	187/37	9/37	1,000
37.	187/38	9/38	400
38.	187/39	9/39	700
39.	187/40	9/40	500
40.	187/41	9/41	300
41.	186/1	10/1	1,300
42.	186/2	10/2	7,200
43.	186/3	10/3	7,000
44.	186/4	10/4	1,900
45.	186/5	10/5	1,700
46.	186/6	10/6	1,200
47.	186/7	10/7	1,900
48.	186/8	10/8	1,000
49.	186/10	10/10	900
50.	186/11	10/11	300
51.	186/12	10/12	1,400
52.	186/13	10/13	1,300
53.	186/14	10/14	2,100
54.	186/15	10/15	600
55.	186/16	10/16	700

Third Schedule

Sr. No.	Survey No./Hissa	List of Documents
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	No.	
1.	6/1	Purchase Deed dated February 6, 2007 registered at Serial No. 950 of 2007.
2.	9/1	Purchase Deed dated December 19, 2007 registered at Serial No. 9901 of 2007.
3.	9/2	Purchase Deed dated July 14, 2007, registered at Serial No. 5393 of 2007.
4.	9/5	Purchase Deed dated March 2, 2007, registered at Serial No. 1484 of 2007.
5.	9/6	Purchase Deed dated March 7, 2007, registered at Serial No. 1799 of 2007.
6.	9/7/1	Purchase Deed dated July 14, 2007, registered at Serial No. 5395 of 2007.
7.	9/7/2	Purchase Deed dated October 16, 2007, registered at Serial No. 7973 of 2007.
8.	9/8	Purchase Deed dated February 22, 2007, registered at Serial No. 1483 of 2007.
9.	9/9	Purchase Deed dated February 12, 2007, registered at Serial No. 1099 of 2007.
10.	9/10	Purchase Deed dated March 9, 2007 registered under Serial No. 1878 of 2007.
11.	9/11	Purchase Deed dated February 6, 2007 and registered under Serial No. 953 of 2007.
12.	9/12	Purchase Deed dated February 12, 2007, registered at Serial No. 1100 of 2007.
13.	9/13	Purchase Deed dated June 22, 2007 registered under Serial No. 4778 of 2007.
14.	9/14	Purchase Deed dated February 7, 2007, registered at Serial No. 1019 of 2007.
15.	9/15	Purchase Deed dated March 9, 2007 registered under Serial No. 1879 of 2007.
16.	9/16	Purchase Deed dated June 26, 2007 registered under Serial No. 4878 of 2007.
17.	9/17	Purchase Deed dated March 6, 2007, registered at Serial No. 1800 of 2007.

18.	9/18	Purchase Deed dated February 28, 2007, registered at Serial No. 1642 of 2007
19.	9/19	Purchase Deed dated March 9, 2007 registered under Serial No. 1880 of 2007.
20.	9/20	Purchase Deed dated March 9, 2007 registered under Serial No. 1881 of 2007.
21.	9/23A	Purchase Deed dated June 13, 2007, registered at Serial No. 4542 of 2007.
22.	9/23B	Purchase Deed dated October 17, 2008, registered at Serial No. 7974 of 2008.
23.	9/24	Purchase Deed dated February 7, 2007, registered at Serial No. 1017 of 2007.
24.	9/25	Purchase Deed dated June 21, 2007, registered at Serial No. 4714 of 2007.
25.	9/26	Purchase Deed dated February 28, 2007, registered at Serial No. 1643 of 2007.
26.	9/27	Purchase Deed dated June 26, 2007 registered under Serial No. 4879 of 2007.
27.	9/28	Purchase Deed dated February 12, 2007 registered under Serial No. 1101 of 2007
28.	9/29	Purchase Deed dated March 6, 2007 registered under Serial No. 1798 of 2007.
29.	9/30	Purchase Deed dated March 9, 2007 registered under Serial No. 1882 of 2007.
30.	9/31	Purchase Deed dated March 9, 2007 registered under Serial No. 1884 of 2007.
31.	9/32	Purchase Deed dated February 12, 2007, registered at Serial No. 1102 of 2007.
32.	9/33	Purchase Deed dated February 12, 2007, registered at Serial No. 1103 of 2007.
33.	9/34	Purchase Deed dated June 26, 2007 registered under Serial No. 4880 of 2007.
34.	9/35	Purchase Deed dated June 21, 2007, registered at Serial No. 4715 of 2007.
35.	9/36	Purchase Deed dated July 14, 2007, registered at Serial No.

		5394 of 2007.
36.	9/37	Sale Deed dated February 6, 2007 registered under Serial No. 954 of 2007.
37.	9/38	Purchase Deed dated February 12, 2007, registered at Serial No. 1104 of 2007.
38.	9/39	Purchase Deed dated October 16, 2007, registered at Serial No. 7972 of 2007.
39.	9/40	Purchase Deed dated March 9, 2007 registered under Serial No. 1885 of 2007.
40.	9/41	Purchase Deed dated June 26, 2007 registered under Serial No. 4881 of 2007.
41.	10/1	Purchase Deed dated April 21, 2007 registered at Serial No. 3161 of 2007.
42.	10/2	Purchase Deed dated April 19, 2007, registered at Serial No. 3069 of 2007.
43.	10/3	Purchase Deed dated April 24, 2007 registered at Serial No. 3162 of 2007.
44.	10/4	Purchase Deed dated May 8, 2007 registered at Serial No. 3561 of 2007.
45.	10/5	Purchase Deed dated May 7, 2007, registered at Serial No. 3560 of 2007.
46.	10/6	Purchase Deed dated May 7, 2007, registered at Serial No. 3559 of 2007.
47.	10/7	Purchase Deed dated May 7, 2007, registered at Serial No. 3558 of 2007.
48.	10/8	Purchase Deed dated April 19, 2007, registered at Serial No. 3163 of 2007.
49.	10/10	Purchase Deed dated May 7, 2007, registered at Serial No. 3557 of 2007.
50.	10/11	Purchase Deed dated April 19, 2007, registered at Serial No. 3070 of 2007.
51.	10/12	Purchase Deed dated April 19, 2007, registered at Serial No. 3071 of 2007.
52.	10/13	Purchase Deed dated April 21, 2007, registered at Serial No. 3164 of 2007.

53.	10/14	Purchase Deed dated May 8, 2007, registered at Serial No. 3556 of 2007.
54.	10/15	Purchase Deed dated April 19, 2007, registered at Serial No. 3072 of 2007.
55.	10/16	Purchase Deed dated April 19, 2007, registered at Serial No. 3073 of 2007.
56.	Common document	Deed of Confirmation of the Deed of Transfer dated June 29, 2009, registered at Serial No. 2347 of 2009.
57.	Common document	Development Agreement dated August 8, 2019, registered at Serial No. 14388 of 2019
58.	Common document	Power of Attorney dated August 8, 2019, registered at Serial No. 14390 of 2019
59.	Common Document	Deed of Right of Way dated July 23, 2019 registered at Serial No. 13193 of 2019

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