

**FORMAT – A**  
**(Circular No. 28/2021)**

**Date : 28/11/2022**

To,

**The Maharashtra Real Estate Regulatory Authority,  
Address : 6th and 7th Floor, Housefin Bhavan,  
Plot No. C-21, E-Block, Bandra Kurla Complex,  
Bandra (E), Mumbai 400051.**

**LEGAL TITLE REPORT**

**Subject :** Title clearance certificate with respect to the Real Estate Project identified as '**AUGUST TOWERS PH 1**', situated over the identified part land within the sanctioned layout of the land properties identified as **(1)** Survey No. 7/1, **(2)** Survey No. 7/2, **(3)** Survey No. 7/3, **(4)** Survey No. 7/4, **(5)** Survey No. 7/5, **(6)** Survey No. 8 Hissa No. 1/1/2, **(7)** Survey No. 38A/1B/1 and **(8)** Survey no. 3 Hissa No. 2, of village Wadgaon-Sheri, Taluka Haveli, District Pune, situated within the limits of Pune Municipal Corporation (herein after referred as the said plot / property).

I have investigated the title of the said plot / property on the request of our clients, '**BRAMHACORP LIMITED**', a Public Limited Company, incorporated and registered under provisions of the Companies Act, 1956, having its registered office at 3, Queens Garden, Gen. Arun Kumar Vaidya Marg, Pune 411001, represented through its authorized director Mr. Dinesh Mahendrakumar Agrawal, and following documents :

- 1) Description of the property.
- 2) The Documents of the allotment of plot.
- 3) 7/12 extract issued by the Talathi of village Wadgaonsheri, from the year 2020-2021, alongwith the mutation entry no. 726, 846, 877, 964, 1280, 1307, 1344, 1542, 1544, 1868, 1995, 2290, 11841, 1344, 865, 9978, 10753, 14183, 12489, 13706, 13708, 17477 and 17704.
- 4) Search report for the 30 years from 1992 till 2022.

On perusal of the abovementioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the ownership rights and title of **Bajaj Electricals Limited, Ramkumar Bramhadutt**

**Mukesh B. Zende**

Advocate, B. Sc. LL.B. MBA, (Corporate Law), Patent Attorney On Record



Agrawal, Vinodkumar Bramhadutt Agrawal, Mr. Dinesh Mahendrakumar Agrawal, Mrs. Monika Mittal, Mrs. Sonika Vikash Agarwal, Mrs. Malvika Rohit Gupta, and Mrs. Megha Bagla, and development rights of BramhaCorp Limited, represented through its Director Mr. Dinesh Mahendrakumar Agrawal, are clear, marketable and without any encumbrances.

Owners of the land :

- (1) Bajaj Electricals Limited, for Survey No. 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2, 38 (Part), of village Wadgaonsheri, Taluka Haveli, District Pune
- (2) Ramkumar Bramhadutt Agrawal, Vinodkumar Bramhadutt Agrawal, Mr. Dinesh Mahendrakumar Agrawal, Mrs. Monika Mittal, Mrs. Sonika Vikash Agarwal, Mrs. Malvika Rohit Gupta, and Mrs. Megha Bagla for Survey No. 3/2 of village Wadgaonsheri, Taluka Haveli, District Pune.

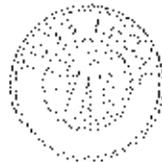
The Promoters have got sanctioned a Layout and are developing a separate Project within the layout of said property mentioned in the Property Schedule - III. The existing Separate Project from the 'SEVENTH PHASE' of entire layout and identified as 'AUGUST TOWERS PH 1' and is situated on the part property of the layout bearing Survey No. 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2, 3/2 and 38A/1B/1 of village Wadgaonsheri, Pune and the respective title and rights of owners and developers is clean, clear and marketable and free from reasonable doubts.

The report reflecting the flow of the title of above-mentioned respective land owners and about the lawful development rights of the said BRAMHACORP LIMITED for the subject property is enclosed herewith and marked as ANNEXURE A.

This report is accordingly issued.

Place : Pune

Date : 28/11/2022.



Mukesh B. Zende  
B.Sc. LL. B. MBA  
Advocate  
For TOSS LEGAL

Enclosure : ANNEXURE A

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**(Circular No. 28/2021)**

**FLOW OF THE TITLE OF THE SAID LAND :**

**(1) 7/12 EXTRACT AS ON DATE OF APPLICATION FOR REGISTRATION :-**

1. Xerox copy of 7/12 extract for S. No. 7/1 for the years 1954-55 to 2021-2022.
2. Xerox copy of 7/12 extract for S. No. 7/2 for the years 1954-55 to 2021-2022.
3. Xerox copy of 7/12 extract for S. No. 7/3 for the years 1954-55 to 2021-2022.
4. Xerox copy of 7/12 extract for S. No. 7/4 for the years 1954-55 to 2021-2022.
5. Xerox copy of 7/12 extract for S. No. 7/5 for the years 1954-55 to 2021-2022.
6. Xerox copy of 7/12 extract for S. No. 8/1/1/2 for the years 1954-55 to 2021-2022.
7. Xerox copy of 7/12 extract for S. No. 38A/1B/1 for the years 1954-55 to 2021-2022.
8. Xerox copy of 7/12 extract for S. No. 3/2 for the years 1954-55 to 2021-2022.

(2) Xerox copy of relevant mutation entries appearing on above mentioned copies of 7/12 extracts, bearing no. 726, 846, 877, 964, 1280, 1307, 1344, 1542, 1544, 1868, 1995, 2290, 11841, 1344, 865, 9978, 10753, 14183, 12489, 13706, 13708, 17477 and 17704.

**(3) SEARCH REPORT FOR 30 YEARS FROM YEAR 1992 TO 2022 FROM SUB-REGISTRAR OFFICE, PUNE :**

Upon payment of the prescribed fees for search vide Receipt bearing no. (1) GRN MH011248145202223E, dated 26/11/2022, (2) GRN MH011246979202223E, dated 26/11/2022, (3) GRN MH011247913202223E, dated 26/11/2022, and (4) GRN MH011247556202223E, dated 26/11/2022, we have caused the title search pertaining to the said larger Land, from the year 1992 to year 2022, from the available registers of Index II maintained at the office of the Sub Registrar Haveli, Pune. We have also caused the computer search facility, made available in the office of Joint District Registrar, Pune. The kind note be taken that, from the records of Index II registers, maintained at the office of Sub Registrar Haveli, Pune, some registers are extensively mutilated, torn and pages therein are missing, however we have diligently caused the searches of the available records. As such, the purview of the search was to the available records, comprising of the hard copies and the database in the computer provided for search.



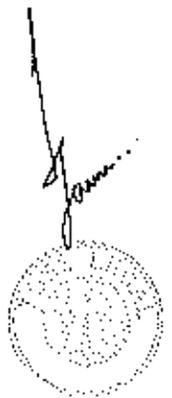
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**Mukesh H. Zende**

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**(4) FOR INFERRING THE TITLE OF THE SUBJECT PROPERTIES, WE HAVE PERUSED THE FOLLOWING DEEDS, DOCUMENTS :-**

1. Copy of Zone Certificate for Survey No. 7, 8, 3 and 38.
2. Copy of Indenture dated 28/10/1966.
3. Copy of Indenture dated 04/09/1957.
4. Copy of Order in Company Petition No. 583 of 1985 dated 04/07/1986.
5. Xerox copy of Order under Section 8(4) of the ULC Act 1976 dated 14/08/2003.
6. Xerox copy of Corrigendum dated 12/11/2003.
7. Xerox copy of Permission under Section 22 of the ULC Act 1976 dated 22/08/2003.
8. Xerox copy of Addendum dated 28/08/2003.
9. Xerox copy of MOU dated 30/01/2003.
10. Xerox copy of Agreement of Development dated 30/06/2003.
11. Xerox copy of Power of Attorney dated 16/07/2003.
12. Xerox copy of MOU dated 01/04/2004.
13. Xerox copy of Agreement of Development dated 05/04/2004.
14. Xerox copy of Power of Attorney dated 05/04/2004.
15. Xerox copy of Agreement of Development dated 20/11/2004.
16. Xerox copy of Power of Attorney dated 20/11/2004.
17. Xerox certified copy of Indenture of Mortgage dated 12/10/2004.
18. Xerox copy of Letter dated 26/06/2005.
19. Xerox copy of Letter dated 04/10/2004.
20. Xerox copy of Demarcation bearing Serial No. 7111/2005 dated 09/02/2005.
21. Copy of sanctioned layout and copies of revised layout.
22. Xerox certified copy of Indenture of Mortgage dated 12/10/2004.
23. Xerox copy of Letter dated 26/06/2005.
24. Xerox copy of Letter dated 04/10/2004.
25. Xerox copies of Relinquishment of Tenancy rights, related to said properties.
26. Xerox copy of Judgment in Civil Suit No 820/2000.
27. Xerox copy of Plaint in Civil Suit No 845/2000.
28. Xerox copy of Plaint in Civil Suit No 1083/1989.
29. Xerox copy of Deed of Re-conveyance of Mortgaged Property, dated 20<sup>th</sup> October 2005.
30. Copy of Power of Attorney executed on 28/11/2000 and Notarized on 30/12/2000 before Notary at Serial No. 2856/2000.

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31. Copy of Power of Attorney executed on 28/11/2000 and Notarized on 30/12/2000 before Notary at Serial No. 2857/2000.
32. Copy of Power of Attorney executed on 28/11/2000 and Notarized on 30/12/2000 before Notary at Serial No. 2859/2000.
33. Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1587/2005 on 19/09/2005.
34. Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1588/2005 on 19/09/2005.
35. Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1589/2005 on 19/09/2005.
36. Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1590/2005 on 19/09/2005.
37. Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1592/2005 on 20/09/2005.
38. Copy of Power of Attorney executed and Notarized on 17/12/2005 at Yadgiri, District Gulbarga, State Karnataka in front of Notary, Adv. Karigouda Mallikarjun at Serial No. 151.
39. Copy of Power of Attorney executed and Notarized on 17/12/2005 at Yadgiri, District Gulbarga, State Karnataka in front of Notary, Adv. Karigouda Mallikarjun at Serial No. 152.
40. Xerox Copy of Order U/s. 8(4) of The Urban Land (Ceiling and Regulation) Act, 1976, dated 11/08/2005 in ULC Case No. 1003-5.
41. Copy of General Power of Attorney signed and executed on 13/09/2005 before Notary, Adv. A. Rashid D. Sayyad.
42. Copy of Sale Deed executed on 13/09/2005 and registered on 14/09/2005 at Serial No. 7886/2005 in the office of Sub-Registrar Haveli No. VII.
43. Copy of corrected Index – II for registered Sale Deed bearing registration no. 7865/2005, dated 08/08/2006.
44. Xerox copy of Demarcation bearing Serial No. 9956/2008 dated 17/06/2008.

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Tushahbaugwale Colony No. 2, Sahakar Nagar, Pune-411009

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45. Xerox Copy of 'Indenture of Mortgage' dated 25/03/2011, registered in the office of Sub-registrar Haveli No. XI at serial No. 2734/2011.
46. Copy of Order dated 08/08/2013 issued by The Tahsildar, Haveli, Pune bearing No. TNC/SR/53/13.
47. Xerox Copy of 'Indenture of Mortgage' dated 25/04/2016, registered in the office of Sub-registrar Haveli No. XI at serial No. 4140/2016.
48. Copy of Loan Account Statement for Loan Account No. 600000000067, issued by the Area Manager of LIC HOUSING FINANCE LIMITED (LIC HFL), for the period 01/04/2017 till 27/06/2018 to BRAMHACORP LIMITED
49. Copy of Mortgage Deed 30/05/2018, registered on 31/05/2018 in the office of Sub-Registrar Haveli No. 23, Pune at Serial No. 8262/2018.
50. Copy of Mortgage Deed 07/06/2018, registered on 07/06/2018 in the office of Sub-Registrar Haveli No. 23, Pune at Serial No. 8734/2018.
51. Copy of the Articles of Agreement dated 25/11/2022 registered in the office of Sub-Registrar Haveli No. 22, Pune at Serial No. 19287/2022.
52. Copy of the Power of Attorney dated 25/11/2022 registered in the office of Sub-Registrar Haveli No. 22, Pune at Serial No. 19288/2022.

(5) As per information provided by the clients, and as per the details available, there is no litigation pending for the said project.

Date : 28/11/2022

Place : Pune.



  
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Advocate  
For TOSS LEGAL

**(6) SEARCH DETAILS :**

**PROPERTY SCHEDULE FOR THE LARGER LAYOUT LANDS :**

**Property Schedule of Subject Property (1) :** All that piece and parcel of land bearing **Survey No. 7 Hissa No. 1**, admeasuring 14,822 Square Meters out of total property admeasuring 01 Hectare 63 Aar, assessed at 02 Rupees 19 Paisa, situated at revenue village Mouje Wadgaon-Sheri, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, within the jurisdiction of Sub-Registrar Haveli No. VII, Pune.

**Property Schedule of Subject Property (2) :** All that piece and parcel of land bearing **Survey No. 7 Hissa No. 2**, admeasuring 3,024.76 Square Meters out of total property admeasuring 00 Hectare 90 Aar, assessed at 01 Rupees 87 Paisa, situated at revenue village Mouje Wadgaon-Sheri, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, within the jurisdiction of Sub-Registrar Haveli No. VII, Pune.

**Property Schedule of Subject Property (3) :** All that piece and parcel of land bearing **Survey No. 7 Hissa No. 3**, admeasuring 14,441.75 Square Meters out of total property admeasuring 07 Hectare 40 Aar, assessed at 12 Rupees 56 Paisa, situated at revenue village Mouje Wadgaon-Sheri, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, within the jurisdiction of Sub-Registrar Haveli No. VII, Pune.

**Property Schedule of Subject Property (4) :** All that piece and parcel of land bearing **Survey No. 7 Hissa No. 4**, admeasuring 14,085 out of total property admeasuring 01 Hectare 44 Aar, assessed at 01 Rupees 94 Paisa, situated at revenue village Mouje Wadgaon-Sheri, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, within the jurisdiction of Sub-Registrar Haveli No. VII, Pune.

**Property Schedule of Subject Property (5) :** All that piece and parcel of land bearing **Survey No. 7 Hissa No. 5**, admeasuring 22,258.13 Square Meters out of total property admeasuring 02 Hectare 42 Aar, assessed at 03 Rupees 31 Paisa, situated at revenue village Mouje Wadgaon-Sheri, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, within the jurisdiction of Sub-Registrar Haveli No. VII, Pune.



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**Property Schedule of Subject Property (6) :** All that piece and parcel of land bearing **Survey No. 8 Hissa No. 1/1/2**, admeasuring 24,427 Square Meters out of total property admeasuring 03 Hectare 42 Aar, assessed at 03 Rupees 46 Paisa, situated at revenue village Mouje Wadgaon-Sheri, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, within the jurisdiction of Sub-Registrar Haveli No. VII, Pune.

**Property Schedule of Subject Property (7) :** All that piece and parcel of land bearing **Survey No. 38A Hissa No. 1B/1**, admeasuring 6,307 Square Meters out of total property admeasuring 03 Hectare 74.8 Aar, assessed at 04 Rupees 38 Paisa, situated at revenue village Mouje Wadgaon-Sheri, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, within the jurisdiction of Sub-Registrar Haveli No. VII, Pune.

**Property Schedule of Subject Property (8) :** All that piece and parcel of land bearing **Survey No. 3 Hissa No. 2**, admeasuring 00 Hectare 58 Aar, i.e. 5800 Square Meters, situated at revenue village Mouje Wadgaon-Sheri, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, within the jurisdiction of Sub-Registrar Haveli No. VII, Pune.

And the properties mentioned in the **Property Schedule (1) to (8)** are collectively bounded as follows :

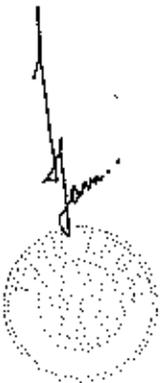
- On or towards East : The land and Buildings of Bramha Suncity Co-Op. Housing Society Limited,
- On or towards South : Survey No. 8/1 (Part),
- On or towards West : 24 Meter Wide DP Road,
- On or towards North : Kalyani Nagar Wadgaonsheri Road & beyond that S. No. 38 (Part).

**THE PROPERTY SCHEDULE - SEVENTH PHASE DEVELOPMENT :-**

ALL THAT PIECE AND PARCEL of land property admeasuring 4930 Square Meters approximately along with FSI and TDR Potential admeasuring approximately 45000 Square Meters out of the layout over property mentioned in the Schedule – I herein above and which is bounded as under :

ON OR TOWARDS THE :

NORTH: Partly by the land bearing Survey no. 3(Part) and partly by Amenity Space admeasuring 870 Square Meters,



EAST : By land bearing Survey no. 3(Part),  
SOUTH : By land bearing Survey no. 3(Part),  
WEST: By 15 Meter wide D. P. Road and the balance land of larger layout.

**THE PROPERTY SCHEDULE – III - THE SAID PROJECT PROPERTY FOR THIS SEARCH AND TITLE REPORT :-**

ALL THAT PIECE AND PARCEL of Separate Project of Seventh Phase described in this Report, standing as separate RERA project identified as '**AUGUST TOWERS PH 1**' by utilizing the aggregate FSI admeasuring 21,807 Square Meters from the SEVENTH PHASE Potential (out of which 17180.75 Square Meters is utilized for present sanctioned Floors and 4626.25 Square Meters is proposed for balance sanction from the Project Building), described in the Property Schedule – II herein above.

**FLOW OF THE TITLE OF THE SAID LAND :**

**{1} Title details of Survey No. 7, Hissa No. 1 :**

- 1) After perusal of the **Mutation Entry No. 491**, dated 31/01/1941, it can be stated that **Ranu Shripati Galande** passed away on 14/01/1941 leaving behind his legal heirs namely, his wife **Banubai** as a guardian of 2 minors sons namely **Tatyaba** and **Nivrutti**. Their names got mutated in the Record of Rights as per this Mutation Entry.
- 2) After perusal of the **Mutation Entry No. 846**, dated 20/03/1955, it can be stated that **Bhagwandas Law. And Mohanlal Kathoriya**, directors of **Matchwell Electricals and Casals Ltd.** made Mortgage deed with **Industrial Finance Corporation of India New Delhi** of Rupees 6,00,000/- of Survey no. 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2 and 38/2 on dated 12/05/1954.
- 3) After perusal of the **Mutation Entry No. 1344**, dated 18/02/1969, it can be stated that Records the enforcement of **The Weights and Measurement Act 1958** and **Indian Coinage Act 1955** that announces standardization of weights and measures and depicts that a new mode of computation to be followed for all village. As a result of this Mutation entry no. 1344, area and assessment of the aforesaid subject property was converted into metric system and accordingly the total area thereof was recorded as 01 Hecter 63 Are and assessed at Rs 2.19.

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4) After perusal of the **Mutation Entry No. 1542**, dated 19/08/1971, it can be stated that the application made by Shree S.M. Kathoriya that to delete the name of The Matchwell Electricals Company through its Director B. D. Law on 7/12 extract.

5) After perusal of the **Mutation Entry No. 1544**, dated 19/08/1971, it can be stated that the application made by the Company that company had repaid the entire loan to Industrial Finance Corporation of India, New Delhi on 29/03/1971, so the name of Industrial Finance Corporation of India New Delhi was removed and deleted in other rights column of 7/12 extract. This changes rectified according to application and Document.

6) After perusal of the **Mutation Entry No. 1868**, dated 24/03/1975, it can be stated that Ms. Matchwell Electricals India Ltd taken the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B and including the Machinery in said Survey No of Rs. 02,35,000/- dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract.

7) After perusal of the **Mutation Entry No. 1995**, dated 26/05/1976, it can be stated that Ms. Matchwell Electricals India Ltd taken the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B including Machinery in said Survey No of Rs. 2,35,000/- on 21/12/1973, so the name of Bank was entered in the other right's column of 7/12 extract. This mutation entry was certified by 1868. It seems that this mutation is wrongly mentioned in the record of rights of the said property so Ms. Matchwell Electricals India Ltd takes the loan from The Maharashtra State Financial Corporation of Rs. 13,50,000/-. So the name of bank was entered in the other rights column of 7/12 extract as per the order of Hakk Nondani/S R/Kavi 1038/76 on dated 20/07/1975 and deleted the earlier Mutation Entry.

8) After perusal of the **Mutation Entry No. 2290**, dated 13/11/1980, it can be stated that the application given by General Manager of The Matchwell Electricals India Ltd Company attached with the letter no. MSFC/PRD/LGW 10029 dated 24/10/1980 of Maharashtra State Finance And Corporation. According to this letter all loan repaid, so deleted the name of Maharashtra State Finance And Corporation in the other rights column of 7/12 extract.

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9) After perusal of the **Mutation Entry No. 11841**, dated 26/09/2001, it can be stated that the application made by Bajaj Electricals Ltd. represented through its Chairman and Managing Director Shekhar Bajaj, that to delete the name of Matchwell Electricals Company Ltd and to enter the name of Chairman and Managing Director Shekhar Bajaj of Ms. Bajaj Electricals Ltd. This change taken place according to Company Petition 583/1985 of High Court Mumbai, dated 24/09/1986 and the letter no. 55/87 II/MRS/SCS, dated 22/09/87. The application and the Court's order attached in the file of record of rights.

10) After perusal of the **Mutation Entry No. 17704**, dated 12/08/2013, certified on 23/08/2013, it can be stated that by Mutation Entry No. 15484, the remark of Section 20 of ULC Act, 1976 was kept in the other rights column of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri. The said remark was invalid. So the owners have applied to the Competent Authority to remove this remark, being invalid and irrelevant. It is pertinent to note that vide its letter dated 31/01/2012, bearing outward no. ULC/Ka-3/1545/2012, the Collector & Competent Authority, Pune Urban agglomeration, Pune, issued in favor of Upper Sachiv, Nagar Vikas Vibhag, Mantralay, Mumbai, has also recommended removing the said remark. The owners have submitted an application on 05/08/2013 to the Tahsildar, Haveli, Pune. After referring the details of relevant documents and submissions of the owners, the Competent Authority was also pleased to pass Order dated 08/08/2013, bearing No. TNC/SR/53/13 and vide this order, the Tahsildar Haveli, Pune has ordered to remove the remark of Section 20 of ULC Act, 1976, which was kept in the other rights column under Mutation Entry No. 15484 of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri.

**(2) Title details of Survey No. 7, Hissa No. 2 :**

1) After perusal of the **Mutation Entry No. 491**, dated 31/01/1941, it can be stated that Ranu Shripati Galande passed away on 14/01/1941 leaving behind his legal heirs namely, his wife Banubai as a guardian of 2 minors sons namely Tatyaba and Nivrutti. Their names got mutated in the Record of Rights as per this Mutation Entry.

2) After perusal of the **Mutation Entry No. 846**, dated 20/03/1955, it can be stated that Bhagwandas Law. And Mohanlal Kathoriya, directors of Matchwell Electricals and Casals Ltd. made Mortgage deed with Industrial Finance Corporation of India New Delhi of Rupees 6,00,000/- of Survey no. 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2 and 38/2 on dated 12/05/1954.

**Mukesh B. Zende**

Advocate, B. Sc., LL.B. MSA, ICorporate Law, Patent Attorney On Record

- 3) After perusal of the **Mutation Entry No. 1344**, dated 18/02/1969, it can be stated that Records the enforcement of The Weights and Measurement Act 1958 and Indian Coinage Act 1955 that announces standardization of weights and measures and depicts that a new mode of computation to be followed for all village. As a result of this Mutation entry no. 1344, area and assessment of the aforesaid subject property was converted into metric system and accordingly the total area thereof was recorded as 00 Hector 90 Are and assessed at Rs 1.87.
- 4) After perusal of the **Mutation Entry No. 1542**, dated 19/08/1971, it can be stated that the application made by Shree S.M. Kathoriya that to delete the name of The Matchwell Electricals Company through its Director B. D. Law on 7/12 extract.
- 5) After perusal of the **Mutation Entry No. 1544**, dated 19/08/1971, it can be stated that the application made by the Company that company had paid the all loan to Industrial Finance Corporation of India New Delhi on dated 29/03/1971 so the name of Industrial Finance Corporation of India New Delhi was deleted in other rights column of 7/12 extract. This changes rectified according to application and Document.
- 6) After perusal of the **Mutation Entry No. 1868**, dated 24/03/1975, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B and including the Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract.
- 7) After perusal of the **Mutation Entry No. 1995**, dated 26/05/1976, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B including Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract. This mutation entry was certified by 1868. It seems that this mutation is wrongly mentioned in the record of rights of the said property so Ms. Matchwell Electricals India Ltd takes the loan from The Maharashtra State Financial Corporation of Rs. 13,50,000/-. So the name of bank was entered in the other rights column of 7/12 extract as per the order of Hakk Nondani/SR/Kavi 1038/76 on dated 20/07/1975 and deleted the earlier Mutation Entry.



8) After perusal of the **Mutation Entry No. 2290**, dated 13/11/1980, it can be stated that the application given by General Manager of The Matchwell Electricals India Ltd Company attached with the letter no. MSFC/PRD/LGW 10029 dated 24/10/1980 of Maharashtra State Finance And Corporation. According to this letter all loan paid so deleted the name of Maharashtra State Finance And Corporation in the other rights column of 7/12 extract.

9) After perusal of the **Mutation Entry No. 11841**, dated 26/09/2001, it can be stated that the application made by Bajaj Electricals Ltd. through its Chairman and Managing Director Shree Shekhar Bajaj that to delete the name of Matchwell Electricals Company Ltd and to enter the name of Chairman and Managing Director Shree Shekhar Bajaj of Ms. Bajaj Electricals Ltd. This change takes place according to Company Petition 583/1985 of High Court Mumbai dated 24/09/1986 and the letter no. 55/87 II/MRS/SCS dated 22/09/87. The application and the Court's order attached with the record of rights.

10) After perusal of the **Mutation Entry No. 17704**, dated 12/08/2013, certified on 23/08/2013, it can be stated that by Mutation Entry No. 15484, the remark of Section 20 of ULC Act, 1976 was kept in the other rights column of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri. The said remark was invalid. So the owners have applied to the Competent Authority to remove this remark, being invalid and irrelevant. It is pertinent to note that vide its letter dated 31/01/2012, bearing outward no. ULC/Ka-3/1545/2012, the Collector & Competent Authority, Pune Urban agglomeration, Pune, issued in favor of Upper Sachiv, Nagar Vikas Vibhag, Mantralay, Mumbai, has also recommended removing the said remark. The owners have submitted an application on 05/08/2013 to the Tahsildar, Haveli. After referring the details of relevant documents and submissions of the owners, the Competent Authority was pleased to pass Order dated 08/08/2013 bearing No. TNC/SR/53/13 and vide this order, the Tahsildar Haveli has ordered to remove the remark of Section 20 of ULC Act, 1976, which was kept in the other rights column under Mutation Entry No. 15484 of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri.

**(3) Title details of Survey No. 7, Hissa No. 3 :**

1) After perusal of the **Mutation Entry No. 491**, dated 31/01/1941, it can be stated that Ranu Shripati Galande passed away on 14/01/1941 leaving behind his legal heirs namely, his wife Banubai as a guardian of 2 minors sons namely Tatyaba

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and Nivrutti. Their names got mutated in the Record of Rights as per this Mutation Entry.

2) After perusal of the **Mutation Entry No. 846**, dated 20/03/1955, it can be stated that Bhagwandas Law and Mohanlal Kathoriya, directors of Matchwell Electricals and Casals Ltd. made Mortgage deed with Industrial Finance Corporation of India New Delhi of Rupees 6,00,000/- of Survey no. 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2 and 38/2 on dated 12/05/1954.

3) After perusal of the **Mutation Entry No. 1344**, dated 18/02/1969, it can be stated that Records the enforcement of The Weights and Measurement Act 1958 and Indian Coinage Act 1955 that announces standardization of weights and measures and depicts that a new mode of computation to be followed for all village. As a result of this Mutation entry no. 1344, area and assessment of the aforesaid subject property was converted into metric system and accordingly the total area thereof was recorded as 07 Hector 40 Are and assessed at Rs.12.56.

4) After perusal of the **Mutation Entry No. 1542**, dated 19/08/1971, it can be stated that the application made by Shree S. M. Kathoriya that to delete the name of The Matchwell Electricals Company through its Director B. D. Law on 7/12 extract.

5) After perusal of the **Mutation Entry No. 1544**, dated 19/08/1971, it can be stated that the application made by the Company that company had paid the all loan to Industrial Finance Corporation of India New Delhi on dated 29/03/1971 so the name of Industrial Finance Corporation of India New Delhi was deleted in other rights column of 7/12 extract. This changes rectified according to application and Document.

6) After perusal of the **Mutation Entry No. 1868**, dated 24/03/1975, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B and including the Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract.

7) After perusal of the **Mutation Entry No. 1995**, dated 26/05/1976, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4,

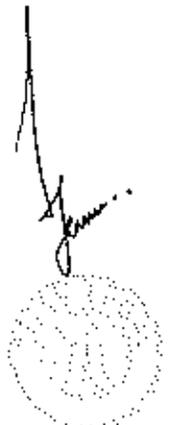


8/1/1/2, 38 A/1B/1 and 38B including Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract. This mutation entry was certified by 1868. It seems that this mutation is wrongly mentioned in the record of rights of the said property so Ms. Matchwell Electricals India Ltd takes the loan from The Maharashtra State Financial Corporation of Rs. 13,50,000/-. So the name of bank was entered in the other rights column of 7/12 extract as per the order of Hakk Nondani/SR/Kavi 1038/76 on dated 20/07/1975 and deleted the earlier Mutation Entry.

8) After perusal of the **Mutation Entry No. 2290**, dated 13/11/1980, it can be stated that the application given by General Manager of The Matchwell Electricals India Ltd Company attached with the letter no. MSFC/PRD/LGW 10029 dated 24/10/1980 of Maharashtra State Finance And Corporation. According to this letter all loan paid so deleted the name of Maharashtra State Finance And Corporation in the other rights column of 7/12 extract.

9) After perusal of the **Mutation Entry No. 11841**, dated 26/09/2001, it can be stated that the application made by Bajaj Electricals Ltd. through its Chairman and Managing Director Shree Shekhar Bajaj that to delete the name of Matchwell Electricals Company Ltd and to enter the name of Chairman and Managing Director Shree Shekhar Bajaj of Ms. Bajaj Electricals Ltd. This change takes place according to Company Petition 583/1985 of High Court Mumbai dated 24/09/1986 and the letter no. 55/87 II/MRS/SCS dated 22/09/87. The application and the Court's order attached with the record of rights.

10) After perusal of the **Mutation Entry No. 17704**, dated 12/08/2013, certified on 23/08/2013, it can be stated that by Mutation Entry No. 15484, the remark of Section 20 of ULC Act, 1976 was kept in the other rights column of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri. The said remark was invalid. So the owners have applied to the Competent Authority to remove this remark, being invalid and irrelevant. It is pertinent to note that vide its letter dated 31/01/2012, bearing outward no. ULC/Ka-3/1545/2012, the Collector & Competent Authority, Pune Urban agglomeration, Pune, issued in favor of Upper Sachiv, Nagar Vikas Vibhag, Mantrafay, Mumbai, has also recommended removing the said remark. The owners have submitted an application on 05/08/2013 to the Tahsildar, Haveli. After referring the details of relevant documents and submissions of the owners, the Competent Authority was pleased to pass Order dated 08/08/2013 bearing No. TNC/SR/53/13 and vide this order, the Tahsildar Haveli has ordered to remove the remark of Section 20 of ULC Act, 1976, which was kept in the other rights column



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under Mutation Entry No. 15484 of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri.

**(4) Title details of Survey No. 7, Hissa No. 4 :**

- 1) After perusal of the **Mutation Entry No. 383**, dated 29/12/1934, it can be stated that according to K. Ba. P. number 5/1934, out of the land of Survey no. 29/3 A was attach with building so given the survey no. 29/2A. Thereafter to make the changes in Sara and as the said correction was carried out, to collect the Rupees 184 as Sara since 01/08/1934. Attached with Collector's decree no. M.S.E. dated 27/10/1934.
- 2) After perusal of the **Mutation Entry No. 846**, dated 20/03/1955, it can be stated that Bhagwandas Law. And Mohanlal Kathoriya, directors of Matchwell Electricals and Casals Ltd. made Mortgage deed with Industrial Finance Corporation of India New Delhi of Rupees 6,00,000/- of Survey no. 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2 and 38/2 on dated 12/05/1954.
- 3) After perusal of the **Mutation Entry No. 1344**, dated 18/02/1969, it can be stated that Records the enforcement of The Weights and Measurement Act 1958 and Indian Coinage Act 1955 that announces standardization of weights and measures and depicts that a new mode of computation to be followed for all village. As a result of this Mutation entry no. 1344, area and assessment of the aforesaid subject property was converted into metric system and accordingly the total area thereof was recorded as 01 Hector 44 Are and assessed at Rs.01.94 Ps.
- 4) After perusal of the **Mutation Entry No. 1542**, dated 19/08/1971, it can be stated that the application made by Shree S.M. Kathoriya that to delete the name of The Matchwell Electricals Company through its Director B. D. Law on 7/12 extract.
- 5) After perusal of the **Mutation Entry No. 1544**, dated 19/08/1971, it can be stated that the application made by the Company that company had paid the all loan to Industrial Finance Corporation of India New Delhi on dated 29/03/1971 so the name of Industrial Finance Corporation of India New Delhi was deleted in other rights column of 7/12 extract. This changes rectified according to application and Document.



6) After perusal of the **Mutation Entry No. 1868**, dated 24/03/1975, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B and including the Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract.

7) After perusal of the **Mutation Entry No. 1995**, dated 26/05/1976, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B including Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract. This mutation entry was certified by 1868. It seems that this mutation is wrongly mentioned in the record of rights of the said property so Ms. Matchwell Electricals India Ltd takes the loan from The Maharashtra State Financial Corporation of Rs. 13,50,000/-. So the name of bank was entered in the other rights column of 7/12 extract as per the order of Hakk Nondani/SR/Kavi 1038/76 on dated 20/07/1975 and deleted the earlier Mutation Entry.

8) After perusal of the **Mutation Entry No. 2290**, dated 13/11/1980, it can be stated that the application given by General Manager of The Matchwell Electricals India Ltd Company attached with the letter no. MSFC/PRD/LGW 10029 dated 24/10/1980 of Maharashtra State Finance And Corporation. According to this letter all loan paid so deleted the name of Maharashtra State Finance And Corporation in the other rights column of 7/12 extract.

9) After perusal of the **Mutation Entry No. 11841**, dated 26/09/2001, it can be stated that the application made by Bajaj Electricals Ltd. through its Chairman and Managing Director Shree Shekhar Bajaj that to delete the name of Matchwell Electricals Company Ltd and to enter the name of Chairman and Managing Director Shree Shekhar Bajaj of Ms. Bajaj Electricals Ltd. This change takes place according to Company Petition 583/1985 of High Court Mumbai dated 24/09/1986 and the letter no. 55/87 II/MRS/SCS dated 22/09/87. The application and the Court's order attached with the record of rights.

10) After perusal of the **Mutation Entry No. 17704**, dated 12/08/2013, certified on 23/08/2013, it can be stated that by Mutation Entry No. 15484, the remark of Section 20 of ULC Act, 1976 was kept in the other rights column of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri. The said remark was invalid. So the

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owners have applied to the Competent Authority to remove this remark, being invalid and irrelevant. It is pertinent to note that vide its letter dated 31/01/2012, bearing outward no. ULC/Ka-3/1545/2012, the Collector & Competent Authority, Pune Urban agglomeration, Pune, issued in favor of Upper Sachiv, Nagar Vikas Vibhag, Mantralay, Mumbai, has also recommended removing the said remark. The owners have submitted an application on 05/08/2013 to the Tahsildar, Haveli. After referring the details of relevant documents and submissions of the owners, the Competent Authority was pleased to pass Order dated 08/08/2013 bearing No. TNC/SR/53/13 and vide this order, the Tahsildar Haveli has ordered to remove the remark of Section 20 of ULC Act, 1976, which was kept in the other rights column under Mutation Entry No. 15484 of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri.

**(5) Title details of Survey No. 7, Hissa No. 5 :**

- 1) After perusal of the **Mutation Entry No. 846**, dated 20/03/1955, it can be stated that Bhagwandas Law and Mohanlal Kathoriya, directors of Matchwell Electricals and Casals Ltd. made Mortgage deed with Industrial Finance Corporation of India New Delhi of Rupees 6,00,000/- of Survey no. 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2 and 38/2 on dated 12/05/1954.
- 2) After perusal of the **Mutation Entry No. 1344**, dated 18/02/1969, it can be stated that Records the enforcement of The Weights and Measurement Act 1958 and Indian Coinage Act 1955 that announces standardization of weights and measures and depicts that a new mode of computation to be followed for all village. As a result of this Mutation entry no. 1344, area and assessment of the aforesaid subject property was converted into metric system and accordingly the total area thereof was recorded as 02 Hector 42 Are and assessed at Rs.3.31 Ps.
- 3) After perusal of the **Mutation Entry No. 1542**, dated 19/08/1971, it can be stated that the application made by Shree S.M. Kathoriya that to delete the name of The Matchwell Electricals Company through its Director B. D. Law on 7/12 extract.
- 4) After perusal of the **Mutation Entry No. 1544**, dated 19/08/1971, it can be stated that the application made by the Company that company had paid the all loan to Industrial Finance Corporation of India New Delhi on dated 29/03/1971 so the name of Industrial Finance Corporation of India New Delhi was deleted in other

rights column of 7/12 extract. This change rectified according to application and Document.

5) After perusal of the **Mutation Entry No. 1995**, dated 26/05/1976, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B including Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract. This mutation entry was certified by 1868. It seems that this mutation is wrongly mentioned in the record of rights of the said property so Ms. Matchwell Electricals India Ltd takes the loan from The Maharashtra State Financial Corporation of Rs. 13,50,000/-. So, the name of bank was entered in the other rights column of 7/12 extract as per the order of Hakk Nondani/SR/Kavi 1038/76 on dated 20/07/1975 and deleted the earlier Mutation Entry.

6) After perusal of the **Mutation Entry No. 2290**, dated 13/11/1980, it can be stated that the application given by General Manager of The Matchwell Electricals India Ltd Company attached with the letter no. MSFC/PRD/LGW 10029 dated 24/10/1980 of Maharashtra State Finance And Corporation. According to this letter all loan paid so deleted the name of Maharashtra State Finance And Corporation in the other rights column of 7/12 extract.

7) After perusal of the **Mutation Entry No. 11841**, dated 26/09/2001, it can be stated that the application made by Bajaj Electricals Ltd. through its Chairman and Managing Director Shree Shekhar Bajaj that to delete the name of Matchwell Electricals Company Ltd and to enter the name of Chairman and Managing Director Shree Shekhar Bajaj of Ms. Bajaj Electricals Ltd. This change takes place according to Company Petition 583/1985 of High Court Mumbai dated 24/09/1986 and the letter no. 55/87 II/MRS/SCS dated 22/09/87. The application and the Court's order attached with the record of rights.

8) After perusal of the **Mutation Entry No. 17704**, dated 12/08/2013, certified on 23/08/2013, it can be stated that by Mutation Entry No. 15484, the remark of Section 20 of ULC Act, 1976 was kept in the other rights column of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri. The said remark was invalid. So the owners have applied to the Competent Authority to remove this remark, being invalid and irrelevant. It is pertinent to note that vide its letter dated 31/01/2012, bearing outward no. ULC/Ka-3/1545/2012, the Collector & Competent Authority, Pune Urban agglomeration, Pune, issued in favor of Upper Sachiv, Nagar Vikas

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Vibhag, Mantralay, Mumbai, has also recommended removing the said remark. The owners have submitted an application on 05/08/2013 to the Tahsildar, Haveli. After referring the details of relevant documents and submissions of the owners, the Competent Authority was pleased to pass Order dated 08/08/2013 bearing No. TNC/SR/53/13 and vide this order, the Tahsildar Haveli has ordered to remove the remark of Section 20 of ULC Act, 1976, which was kept in the other rights column under Mutation Entry No. 15484 of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri.

**(6) Title details of Survey No. 8, Hissa No. 1/1/2 :**

- 1) After perusal of the **Mutation Entry No. 846**, dated 20/03/1955, it can be stated that Bhagwandas Law and Mohanlal Kathoriya, directors of Matchwell Electricals and Casals Ltd. made Mortgage deed with Industrial Finance Corporation of India New Delhi of Rupees 6,00,000/- of Survey no. 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2 and 38/2 on dated 12/05/1954.
- 2) After perusal of the **Mutation Entry No. 1344**, dated 18/02/1969, it can be stated that Records the enforcement of The Weights and Measurement Act 1958 and Indian Coinage Act 1955 that announces standardization of weights and measures and depicts that a new mode of computation to be followed for all village. As a result of this Mutation entry no. 1344, area and assessment of the aforesaid subject property was converted into metric system and accordingly the total area thereof was recorded as 03 Hector 42 Are and assessed at Rs. 03.76 Ps.
- 3) After perusal of the **Mutation Entry No. 1542**, dated 19/08/1971, it can be stated that the application made by Shree S.M. Kathoriya that to delete the name of The Matchwell Electricals Company through its Director B. D. Law on 7/12 extract.
- 4) After perusal of the **Mutation Entry No. 1544**, dated 19/08/1971, it can be stated that the application made by the Company that company had paid the all loan to Industrial Finance Corporation of India New Delhi on dated 29/03/1971 so the name of Industrial Finance Corporation of India New Delhi was deleted in other rights column of 7/12 extract. This changes rectified according to application and Document.
- 5) After perusal of the **Mutation Entry No. 1868**, dated 24/03/1975, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra

State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B and including the Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract.

6) After perusal of the **Mutation Entry No. 1995**, dated 26/05/1976, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B including Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract. This mutation entry was certified by 1868. It seems that this mutation is wrongly mentioned in the record of rights of the said property so Ms. Matchwell Electricals India Ltd takes the loan from The Maharashtra State Financial Corporation of Rs. 13,50,000/-. So the name of bank was entered in the other rights column of 7/12 extract as per the order of Hakk Nondani/S R/Kavi 1038/76 on dated 20/07/1975 and deleted the earlier Mutation Entry.

7) After perusal of the **Mutation Entry No. 2290**, dated 13/11/1980, it can be stated that the application given by General Manager of The Matchwell Electricals India Ltd Company attached with the letter no. MSFC/PRD/LGW 10029 dated 24/10/1980 of Maharashtra State Finance And Corporation. According to this letter all loan paid so deleted the name of Maharashtra State Finance And Corporation in the other rights column of 7/12 extract.

8) After perusal of the **Mutation Entry No. 11841**, dated 26/09/2001, it can be stated that the application made by Bajaj Electricals Ltd. through its Chairman and Managing Director Shree Shekhar Bajaj that to delete the name of Matchwell Electricals Company Ltd and to enter the name of Chairman and Managing Director Shree Shekhar Bajaj of Ms. Bajaj Electricals Ltd. This change takes place according to Company Petition 583/1985 of High Court Mumbai dated 24/09/1986 and the letter no. 55/87 II/MRS/SCS dated 22/09/87. The application and the Court's order attached with the record of rights.

**(7) Title details of Survey No. 38A, Hissa No.1B/1 :**

1) After perusal of the **Mutation Entry No. 877**, dated 18/12/1956, it can be stated that Mr. Dwarkanath Ravji Kharadkar executed the mortgage deed with The Poona Central Co-operative Bank Ltd Pune through its directors V. B. Gogate and V.

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T. Tilak of Rs.4,000/- on 20/10/1956 and confirmed the Tagai Boja of Rs. 7000/- on subject property and other immovable properties.

2) After perusal of the **Mutation Entry No. 1280**, dated 07/12/1967, it can be stated that Matchwell Electricals (India) Ltd purchased the subject property from (1) Dwarkanath Ravji Kharadkar, (2) Chandrakant Dwarkanath, (3) Madhav Dwarkanath (4) Suresh Dwarkanath, (5) Anil Dwarkanath, (6) Indirabai Bhra. Dwarkanath, (7) Mandakini Dwarkanath and (8) Shalini Dwarkanath Kharadkar, on 28/01/1966 against the monetary consideration of Rs. 83,195/-. Mr. Dwarkanath Ravji is the guardian of above-mentioned vendors at serial No. 3 to 5. According to this sale Matchwell Electricals (India) Ltd have become the possessor/owner of land admeasuring 08 Hector 9.12 Aar assessed at 4 Rupees 6 Ps. of Survey No. 38A/1B/1 and Dwarkanath Ravji Kharadkar have become the possessor/owner of balance land admeasuring 07 Hector 1.2 Aar assessed at 3 Rupees 4.6 Ps. of Survey No. 38A/1B/2.

3) After perusal of the **Mutation Entry No. 1307**, dated 15/06/1968, it can be stated that Mr. Dwarkanath Ravji Kharadkar had taken loan from Poona District Central Co-operative Bank. The charge of said Bank was created in the other rights column of the subject property. As, Mr. Dwarkanath Ravji Kharadkar repaid the entire loan to said bank, the Bank given a letter no. 1840 dated 25/04/1968 attached with decree of Tahsildar, Haveli of RTS/WS/258/68 dated 03/05/1968, to delete the bank's charge and name reflecting in the other rights column of the subject property.

4) After perusal of the **Mutation Entry No. 1344**, dated 18/02/1969, it can be stated that after the enforcement of The Weights and Measurement Act 1958 and Indian Coinage Act 1955 that announces standardization of weights and measures and depicts that a new mode of computation to be followed for all village. As a result of this Mutation entry no. 1344, area and assessment of the aforesaid subject property was converted into metric system and accordingly the total area thereof was recorded as 03 Hector 74.8 Are and assessed at Rs.04.38 Ps.

5) After perusal of the **Mutation Entry No. 1868**, dated 24/03/1975, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B and including the Machinery in said Survey No of Rs. 2.35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract.

6) After perusal of the **Mutation Entry No. 1995**, dated 26/05/1976, it can be stated that Ms. Matchwell Electricals India Ltd take the loan from The Maharashtra State Financial Corporation on lease of the land of Survey No. 7/1, 7/2, 7/3, 7/4, 8/1/1/2, 38 A/1B/1 and 38B including Machinery in said Survey No of Rs. 2,35,000/- on dated 21/12/1973 so the name of Bank was entered in the other right's column of 7/12 extract. This mutation entry was certified by 1868. It seems that this mutation is wrongly mentioned in the record of rights of the said property so Ms. Matchwell Electricals India Ltd takes the loan from The Maharashtra State Financial Corporation of Rs. 13,50,000/-. So the name of bank was entered in the other rights column of 7/12 extract as per the order of Hakk Nondani/SR/Kavi 1038/76 on dated 20/07/1975 and deleted the earlier Mutation Entry.

7) After perusal of the **Mutation Entry No. 11841**, dated 26/09/2001, it can be stated that the application made by Bajaj Electricals Ltd. through its Chairman and Managing Director Shree Shekhar Bajaj that to delete the name of Matchwell Electricals Company Ltd and to enter the name of Chairman and Managing Director Shree Shekhar Bajaj of Ms. Bajaj Electricals Ltd. This change takes place according to Company Petition 583/1985 of High Court Mumbai dated 24/09/1986 and the letter no. 55/87 II/MRS/SCS dated 22/09/87. The application and the Court's order attached with the record of rights.

8) After perusal of the **Mutation Entry No. 17704**, dated 12/08/2013, certified on 23/08/2013, it can be stated that by Mutation Entry No. 15484, the remark of Section 20 of ULC Act, 1976 was kept in the other rights column of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri. The said remark was invalid. So the owners have applied to the Competent Authority to remove this remark, being invalid and irrelevant. It is pertinent to note that vide its letter dated 31/01/2012, bearing outward no. ULC/Ka-3/1545/2012, the Collector & Competent Authority, Pune Urban agglomeration, Pune, issued in favor of Upper Sachiv, Nagar Vikas Vibhag, Mantralay, Mumbai, has also recommended removing the said remark. The owners have submitted an application on 05/08/2013 to the Tahsildar, Haveli. After referring the details of relevant documents and submissions of the owners, the Competent Authority was pleased to pass Order dated 08/08/2013 bearing No. TNC/SR/53/13 and vide this order, the Tahsildar Haveli has ordered to remove the remark of Section 20 of ULC Act, 1976, which was kept in the other rights column under Mutation Entry No. 15484 of Survey No. 7/1, 7/2, 7/3, 7/4 and 7/5 of village Wadgaon Sheri.

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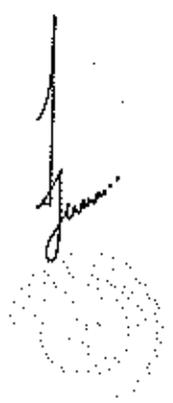
**(8) Title details of Survey No. Survey no. 3, Hissa No. 2 :**

That the said property bearing Survey no. 3, Hissa No. 2 was originally owned and possessed by Late Chunilal Punamchand Solanki. Mutation Entry No. 1344, dated 18/02/1969 shows that after his death, he left behind him three Sons namely Motilal, Shankarlal and Lalchand, as his legal heirs. Vide this Mutation Entry name of Shri. Motilal Chunilal Solanki was mutated in the 7/12 extract of the said property as Joint Family Manger.

That, the Mutation Entry no. 10753, dated 16/08/2000 shows that Motilal Chunilal Solanki passed away on 06/05/1995, Shankarlal Chunilal Solanki passed away on 12/08/1986 and Lalchand Chunilal Solanki passed away on 29/08/1974. So, the names of all legal heirs are mutated in the 7/12 record of the said property. The legal heirs are 1) Kisanlal Motilal Solanki, 2) Shantilal Motilal Solanki, 3) Sundarabai Motilal Solanki, 4) Kamalabai Parasmal Pokharna, 5) Kanchanbai Champalal Runwal, 6) Mandabai Mahaveerchand Pokharna, 7) Bhavarabai Shankarlal Solanki, 8) Parasmal Shankarlal Solanki, 9) Sampatraj Shankarlal Solanki, 10) Shrounikraj Shankarlal Solanki, 11) Ashokkumar Shankarlal Solanki, 12) Sanjayanbai Motilal Anchliya, 13) Sushilabai Uttamchand Singhavi, 14) Lilabai Ashokkumar Bhansali, 15) Laxmibai Gnyanchand Chhajed, 16) Santoshbai Dinesh Bhatewara, 17) Gawarabai Lalchand Solanki, 18) Hukkichand Lalchand Solanki, 19) Subhashchand Lalchand Solanki, 20) Chandulal Lalchand Solanki, 21) Chanchalbai Parasmal Surana, 22) Shantabai Mahaveerchand Runwal, 23) Kantabai Kishorchand Nahar, 24) Menabai Chanchalraj Bhandari, 25) Manjubai Sunil Bhandari.

That the owners above mentioned, applied to the Competent Authority, appointed under The Urban Land (Ceiling and Regulation) Act, 1976 for further clearance of the restrictions kept under the said ULC Act. After hearing the applicants and perusal of the documents submitted by the Owners, the Competent Authority, The Additional Collector, Pune Urban Agglomeration, Pune was pleased to pass his Order, dated 11/08/2005 under section 8(4) of the said Act. In the said order, the Competent Authority declared that the Applicants / Owners hold the Free / Retainable Land up to 6650 Sq. Mtrs. from Survey No. 3/2 and therefore, the Applicable Units for ULC clearance are utilized to clear the Holding of Survey No. 3/2 of village Wadgaon-Sheri, Taluka Haveli, District Pune. Thus the land held by the owners became free from the purview of ULC Act, 1976.

That the owners executed various Power of Attorneys to empower some of the Owners to work as Constituted Attorneys, as mentioned and detailed as below:



a) Copy of Power of Attorney executed on 28/11/2000 and Notarized on 30/12/2000 before Notary at Serial No. 2856/2000 :

This Irrevocable Power of Attorney is executed by legal heirs of Late Shankarlal Chunilal Solanki, in favor of **Shri. Parasmal Shankarlal Solanki**. The executants were Smt. Bhavarabai Shankarlal Solanki, Shri. Sampatraj Shankarlal Solanki, Shri. Shrounikraj Shankarlal Solanki, Shri. Ashokkumar Shankarlal Solanki, Smt. Sanjayanbai Motilal Anchaliya, Smt. Sushilabai Uttamchand Sighavi, Smt. Lilabai Ashokkumar Bhansali, Smt. Laxmibai Gnyanchand Chhajed and Smt. Santoshbai Dinesh Bhatewara. The executants appointed the Attorney, empowering him with rights to Sale and dispose off the said property. Thus **Shri. Parasmal Shankarlal Solanki** was the Constituted Attorney of all legal heirs of Late Shankarlal Chunilal Solanki.

b) Copy of Power of Attorney executed on 28/11/2000 and Notarized on 30/12/2000 before Notary at Serial No. 2857/2000 :

This Irrevocable Power of Attorney is executed by legal heirs of Late Motilal Chunilal Solanki, in favor of **Shri. Shantilal Motilal Solanki**. The executants were Shri. Kisanlal Motilal Solanki, Smt. Sundarabai Motilal Solanki, Smt. Kamalabai Parasmal Pokharna, Smt. Kanchanbai Champalal Runwal, and Mandabai Mahaveerchand Pokharna. The executants appointed the Attorney, empowering him with rights to Sale and dispose off the said property. Thus **Shri. Shantilal Motilal Solanki** was the Constituted Attorney of all legal heirs of Late Motilal Chunilal Solanki.

c) Copy of Power of Attorney executed on 28/11/2000 and Notarized on 30/12/2000 before Notary at Serial No. 2859/2000 :

This Irrevocable Power of Attorney is executed by legal heirs of Late Lalchand Chunilal Solanki, in favor of **Shri. Hukmichand Lalchand Solanki**. The executants were Smt. Gavarabai Lalchand Solanki, Shri. Subhashchand Lalchand Solanki, Shri. Chandulal Lalchand Solanki, Smt. Chanchalbai Parasmal Surana, Smt. Shantabai Mahaveerchand Runwal, Smt. Kantabai Kishorchand Nahar, Smt. Menabai Chanchalraj Bhandari and Smt. Manjubai Sunil Bhandari. The executants appointed the Attorney, empowering him with rights to Sale and dispose of the said property. Thus **Shri. Hukmichand Lalchand Solanki** was the Constituted Attorney of all legal heirs of Late Lalchand Chunilal Solanki.



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d) Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1587/2005 on 19/09/2005 :

This General Power of Attorney is executed by Shri. Ajitraj Shrounikraj Solanki and Shri. Chetan Shrounikraj Solanki in favor of their father, Shri. Shrounikraj Shankarlal Solanki. This Power of Attorney is executed at Yadgiri, District Gulbarga, State Karnataka, before Advocate and Notary, Mr. Karigouda Mallikarjun on 24/08/2005. Simultaneously, the same Power of Attorney was Adjudicated by Shri. Shrounikraj Shankarlal Solanki before The Collector of Stamps, Pune under Case No. 1587/2005 on 19/09/2005.

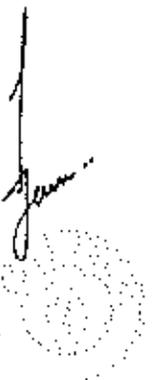
e) Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1588/2005 on 19/09/2005 :

This General Power of Attorney is executed by Shri. Sanjaykumar Sampatraj Solanki in favor of his father, Shri. Sampatraj Shankarlal Solanki. This Power of Attorney is executed at Yadgiri, District Gulbarga, State Karnataka, before Advocate and Notary, Mr. Karigouda Mallikarjun on 24/08/2005. Simultaneously, the same Power of Attorney was Adjudicated by Shri. Sampatraj Shankarlal Solanki before The Collector of Stamps, Pune under Case No. 1588/2005 on 19/09/2005.

f) Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1589/2005 on 19/09/2005 :

This General Power of Attorney is executed by Shri. Sheetaakumar Subhash Solanki in favor of his father, Shri. Subhash Lalchand Solanki. This Power of Attorney is executed at Yadgiri, District Gulbarga, State Karnataka, before Advocate and Notary, Mr. Karigouda Mallikarjun on 24/08/2005. Simultaneously, the same Power of Attorney was Adjudicated by Shri. Shrounikraj Shankarlal Solanki before The Collector of Stamps, Pune under Case No. 1589/2005 on 19/09/2005.

g) Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1590/2005 on 19/09/2005 :



This General Power of Attorney is executed by Shri. Mahaveer Hukmichand Solanki, Shri. Jambukumar Hukmichand Solanki and Shri. Vardhaman Hukmichand Solanki in favor of their father, Shri. Hukmichand Lalchand Solanki. This Power of Attorney is executed at Yadgiri, District Gulbarga, State Karnataka, before Advocate and Notary, Mr. Karigouda Mallikarjun on 24/08/2005. Simultaneously, the same Power of Attorney was Adjudicated by Shri. Hukmichand Lalchand Solanki before The Collector of Stamps, Pune under Case No. 1590/2005 on 19/09/2005.

h) Copy of General Power of Attorney executed on 22/08/2005, Notarized on 24/08/2005 at Yadgiri, District Gulbarga, State Karnataka, and Adjudicated at Pune before The Collector of Stamps, Pune under Case No. 1592/2005 on 20/09/2005 :

This General Power of Attorney is executed by Shri. Goutamchand Shantilal Solanki and Shri. Pavankumar Shantilal Solanki in favor of their father, Shri. Shantilal Motilal Solanki. This Power of Attorney is executed at Yadgiri, District Gulbarga, State Karnataka, before Advocate and Notary, Mr. Karigouda Mallikarjun on 24/08/2005. Simultaneously, the same Power of Attorney was Adjudicated by Shri. Shantilal Motilal Solanki before The Collector of Stamps, Pune under Case No. 1592/2005 on 20/09/2005.

i) Copy of Power of Attorney executed and Notarized on 17/12/2005 at Yadgiri, District Gulbarga, State Karnataka in front of Notary, Adv. Karigouda Mallikarjun at Serial No. 151 :

This Power of Attorney is executed by Shri. Subhashchand Lalchand Solanki in favor of Shri. Hukmichand Lalchand Solanki. This Power of Attorney is executed at Yadgiri, District Gulbarga, State Karnataka, before Advocate and Notary, Mr. Karigouda Mallikarjun on 17/12/2005 and registered in his Notary Register at Serial No. 151.

j) Copy of Power of Attorney executed and Notarized on 17/12/2005 at Yadgiri, District Gulbarga, State Karnataka in front of Notary, Adv. Karigouda Mallikarjun at Serial No. 152 :

This Power of Attorney is executed by Shri. Shrenikraj Shankarlal Solanki in favor of Shri. Parasmal Shankarlal Solanki. This Power of Attorney is executed at Yadgiri, District Gulbarga, State Karnataka, before Advocate and Notary, Mr. Karigouda Mallikarjun on 17/12/2005 and registered in his Notary Register at Serial No. 152.

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Thus, the all owners, i.e. 1) Shri. Shantilal Mohanlal Solanki, 2) Goutamchand Shantilal Solanki, 3) Pavankumar Shantilal Solanki, 4) Shri. Kisanlal Motilal Solanki, 5) Miss. Sneha Kisanlal Solanki, 6) Ashish Kisanlal Solanki, 7) Sundarabai Motilal Solanki, 8) Kamlabai Parasmal Pokarna, 9) Knachanbai Champalal Runwal, 10) Mandabai Mahavirchand Pokarna, 11) Shri. Parasmal Shankarlal Solanki, 12) Prasanna Parasmal Solanki, 13) Sumit Parasmal Solanki, 14) Smt. Bhavarabai Shankarlal Solanki, 15) Shri Sampatraj Shankarlal Solanki, 16) Sanjaykumar Sampatraj Solanki, 17) Shri. Shrenikraj Shankarlal Solanki, 18) Ajit Shrenikraj Solanki, 19) Chetan Shrenikraj Solanki, 20) Shri Ashokkumar Shankarlal Solanki, 21) Sajjanabai Motilal Anchaliya, 22) Sushilabai Uttamchand Singhavi, 23) Lilabai Ashokkumar Bhansali, 24) Laxmibai Gyanchand Chhajed, 25) Santoshbai Dinesh Bhatewara, 26) Shri. Hukmichand Lalchand Solanki, 27) Mahaveer Hukmichand Solanki, 28) Jambukumar Hukmichand Solanki, 29) Vardhaman Hukmichand Solanki, 30) Smt. Gavarabai Lalchand Solanki, 31) Subhashchand Lalchand Solanki, 32) Chandulal Lalchand Solanki, 33) Miss. Deepa Chandulal Solanki, 34) Master Anand Chandulal Solanki, 35) Chanchalbai Parasmal Surana, 36) Shantabai Mahavirchand Runwal, 37) Kantabai Kishorchand Nahar, 38) Menabai Chanchalraj Bhandari and 39) Manjubai Sunil Bhandari, on 14/09/2005 sold transferred and conveyed 00 Hector 24 Aar of Land out of 00 Hector 66 Aar from Survey No. 3/2 of village Wadgaon-Sheri, Taluka Haveli District Pune in favor of Shri. Ramkumar B. Agarwal, Shri. Vishal S. Agarwal and Shri. Ajay R. Agarwal. The Sale Deed is registered in the Office of Sub-Registrar Haveli No. 7 at Serial No. 7886/2005. The purchasers were represented by their duly constituted Attorney, Mr. Hamza Amir Shaikh (General Power of Attorney is signed and executed on 13/09/2005 before Notary, Adv. A. Rashid D. Sayyad). The entire Agreed Consideration is paid by the purchasers to the Owners on the day of execution of the Sale Deed and the Purchasers received the vacant and peaceful possession of the said land on the same day. After execution of the registered Sale Deed, the purchasers applied to revenue authorities to enter their names in the Ownership Rights of the same property. And, accordingly, vide **Mutation Entry No. 13707 dated 21/11/2005**, the names of Purchasers were mutated in the 7/12 extract of the said property to the specified share of 00 Hector 24 Aar and thus, Shri. Ramkumar B. Agarwal, Shri. Vishal S. Agarwal and Shri. Ajay R. Agarwal became the absolute owners of the said property. Said Vishal S. Agarwal and Surendrakumar B. Agarwal, executed a Deed of Gift in favor of Mr. Ramkumar Agarwal and thus their share is transferred in favor of Mr. Ramkumar B. Agarwal.



Thus, the all above mentioned owners of Survey No. 3, Hissa No. 2 i.e. 1) Shri. Shantilal Mohanlal Solanki, 2) Goutamchand Shantilal Solanki, 3) Pavankumar Shantilal Solanki, 4) Shri. Kisanlal Motilal Solanki, 5) Miss. Sneha Kisanlal Solanki, 6) Ashish Kisanlal Solanki, 7) Sundarabai Motilal Solanki, 8) Kamlabai Parasmal Pokarna, 9) Kanchanbai Champalal Runwal, 10) Mandabai Mahavirchand Pokarna, 11) Shri. Parasmal Shankarlal Solanki, 12) Prasanna Parasmal Solanki, 13) Sumit Parasmal Solanki, 14) Smt. Bhavarabai Shankarlal Solanki, 15) Shri Sampatraj Shankarlal Solanki, 16) Sanjaykumar Sampatraj Solanki, 17) Shri. Shrenikraj Shankarlal Solanki, 18) Ajit Shrenikraj Solanki, 19) Chetan Shrenikraj Solanki, 20) Shri Ashokkumar Shankarlal Solanki, 21) Sajjanabai Motilal Anchaliya, 22) Sushilabai Uttamchand Singhavi, 23) Lilabai Ashokkumar Bhansali, 24) Laxmibai Gyanchand Chhajer, 25) Santoshbai Dinesh Bhatewara, 26) Shri. Hukmichand Lalchand Solanki, 27) Mahaveer Hukmichand Solanki, 28) Jambukumar Hukmichand Solanki, 29) Vardhaman Hukmichand Solanki, 30) Smt. Gavarabai Lalchand Solanki, 31) Subhashchand Lalchand Solanki, 32) Chandulal Lalchand Solanki, 33) Miss. Deepa Chandulal Solanki, 34) Master Anand Chandulal Solanki, 35) Chanchalbai Parasmal Surana, 36) Shantabai Mahavirchand Runwal, 37) Kantabai Kishorchand Nahar, 38) Menabai Chanchalraj Bhandari and 39) Manjubai Sunil Bhandari, on 14/09/2005 sold transferred and conveyed 00 Hector 34 Aar of Land out of 00 Hector 66 Aar from Survey No. 3/2 of village Wadgaon-Sheri, Taluka Haveli District Pune in favor of Vinodkumar B. Agarwal, Surendrakumar B. Agarwal, Mahendrakumar B. Agarwal and Dinesh M. Agarwal. The Sale Deed is registered in the Office of Sub-Registrar Haveli No. 7 at Serial No. 7865/2005. The purchasers were represented by their duly constituted Attorney, Mr. Hamza Amir Shaikh (General Power of Attorney is signed and executed on 13/09/2005 before Notary, Adv. A. Rashid D. Sayyad). The entire Agreed Consideration is paid by the purchasers to the Owners on the day of execution of the Sale Deed and the Purchasers received the vacant and peaceful possession of the said land on the same day.

After execution of the said Sale Deed, the Purchasers came to know about a typographical mistake in the Index - II of the Sale Deed dated 14/09/2005. In the said Index - II, mistakenly, the name of Ramkumar B. Agarwal was recorded in place of Shri. Surendrakumar B. Agarwal. So, the purchasers made an application for correction to Competent Authority. And, accordingly vide order dated 02/08/2006 bearing order no. PUN-HVI-7-7865/05-6/2006, passed by The Collector of Stamps, Pune, the Index - II of Sale Deed bearing registration No. 7865/2005 was corrected and issued on 08/08/2006 by Sub-Registrar Haveli No. VII.



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After execution of the registered Sale Deed and after correction in Index II is carried out, the purchasers applied to revenue authorities to enter their names in the Ownership Rights of the same property. And, accordingly, vide **Mutation Entry No. 14183 dated 09/11/2006**, the names of Purchasers were mutated in the 7/12 extract of the said property to the specified share of 00 Hectare 34 Aar and thus, Vinodkumar B. Agarwal, Surendrakumar B. Agarwal, Mahendrakumar B. Agarwal, and Dinesh M. Agarwal became the absolute owners of the said property.

Thus the area admeasuring 00 Hectare 58 Aar out of Survey No. 3/2 of village Wadgaon Sheri, Taluka Haveli, District Pune was owned by Shri. Ramkumar B. Agarwal, Shri. Vishal S. Agarwal, Shri. Ajay R. Agarwal, Vinodkumar B. Agarwal, Surendrakumar B. Agarwal, Mahendrakumar B. Agarwal and Dinesh M. Agarwal.

Out of these abovenamed land owners of Survey No. 3/2 of village Wadgaon Sheri, the said Mahendrakumar Bramhadatta Agrawal passed away on 03/11/2009 at Pune and his wife Late Beenarani Mahendrakumar Agrawal passed away on 18/02/2013 at Pune, leaving behind their legal heirs namely, Mr. Dinesh Mahendrakumar Agarwal (son), Mrs. Monika Mittal (married daughter), Mrs. Sonika Vikash Agarwal (married daughter), Mrs. Malvika Rohit Gupta (married daughter) and Mrs. Megha Bagla (married daughter), i.e. the Vendor Nos. 5a to 5e herein and their names have duly been recorded on the 7/12 extract vide Mutation Entry No. 17477.

Out of these owners Mr. Surendrakumar Bramhadatta Agarwal and Mr. Vishal Surendrakumar Agarwal, for their respective share of 8.5 Aar and 8 Aar out of total land admeasuring 00 Hectare 58 Aar of Survey No. 3/2, executed a Gift Deed on 30/12/2010 in favor of Mr. Ramkumar Bramhadatta Agarwal. This Gift Deed is registered in the office of Sub-Registrar Haveli No. 15 on 17/02/2011 at Serial No. 1541/2011. After registration of this Gift Deed, Mr. Ramkumar Bramhadatta Agarwal is holding 24.5 Aar area.

Thus in total land admeasuring 00 Hectare 58 Aar of Survey No. 3/2 of village Wadgaon Sheri, said Mr. Vinodkumar Bramhadatta Agarwal is holding ownership to the tune of 8.5 Aar, said Mr. Dinesh Mahendrakumar Agarwal is holding ownership to the tune of 17 Aar, said Mr. Ajay Ramkumar Agarwal is holding ownership to the tune of 8 Aar and Mr. Ramkumar Bramhadatta Agarwal is holding ownership to the tune of 24.5 Aar.

AND, the above-mentioned owners of survey no. 3/2(Part) executed an Articles of Agreement in favor of BramhaCorp Limited on 25/11/2022, which is

A handwritten signature in black ink is written over a circular stamp. The stamp contains some illegible text and a central emblem. The signature appears to be 'Ajay R. Agarwal'.

registered in the office of Sub-Registrar Haveli No. 22, Pune on same day at Serial No. 19287/2022. Under this Agreement, the said land owners agreed to assign the ownership rights and possession in favor of the purchasers on the terms and conditions mentioned in the said Agreement. The purchasers received the vacant and peaceful possession of the said property from the erstwhile owners. In addition to said Agreement, the owners also executed a Power of Attorney on the same day, which is registered in the office of Sub-Registrar Haveli no. 22 Pune on 25/11/2022 at Serial No. 19288/2022. The said Power of Attorney is executed for various purposes mentioned therein, along with the rights to carry on the development over said property. Thus the Promoters, BramhaCorp Limited acquired the lawful preferential rights to acquire the ownership of the said property along with rights to develop the said property.

(II) The properties bearing S. No. 7/1, 7/2, 7/3, 7/4, 7/5, 8/1 and 38 (Part) totally admeasuring approximately 42 Acres and 30 Guntha were by Sale Release Order No. DGD/SR- 41682/86/CMP-4/DRS-43280 dated 13/09/1948 read with amendment No. DGS-D/SR- 41682/86/CPM IV dated 01/08/1955 agreed to be sold to Matchwell Electricals (India) Limited. In furtherance thereof an indenture to the effect was executed on 04/09/1957 and the same is duly registered at the office of the Sub Registrar Haveli No. II at Serial No. 1361, whereby the said Matchwell Electricals (India) Limited became the owner of the said area.

By an Agreement for Sale dated 11/05/1963, Shri. Dwarkanath Raoji Kharadkar agreed to sale an area admeasuring 9 Acres 9 Guntha and 751 Sq. Ft. from property bearing S. No. 38A/1 to Matchwell Electricals (India) Limited.

It is further seen that by Order of Hon'ble High Court of Judicature at Mumbai in Misc. Application No. 96/1965 dated 14/06/1965, said Shri. Dwarkanath R. Kharadkar was appointed as guardian to minors Madhav, Suresh and Anil and to represent them in the said property bearing S. No. 38A/1.

In furtherance thereof the said Shri. Dwarkanath Raoji Kharadkar for himself and as a natural guardian appointed by the Hon'ble High Court for minors Madhav, Suresh and Anil Kharadkar and Shri. Chandrakant Kharadkar sold an area admeasuring 9 Acres 9 Guntha and 751 Sq. Ft. to Matchwell Electricals (India) Limited vide indenture dated 28/01/1966 and the same is duly registered at the office of the Sub Registrar Mumbai at Serial No. 334/1966.

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By its Order dated 04/07/1986 the Hon'ble High Court of Judicature at Mumbai passed Order in Company Petition No. 553 of 1985, thereby sanctioning the scheme of amalgamation of Matchwell Electricals (India) Limited with Bajaj Electricals Limited. By virtue of the said Order mutation entry bearing No. 11841 came to be passed and certified and the name of Bajaj Electricals Limited stands mutated over the properties of which the search has been caused.

The captioned properties are exempted for industrial use under section 20 of the Urban Land (Ceiling and Regulation) Act 1976. The Additional Collector and Competent Authority, Pune Urban Agglomeration vide its Order dated 14/08/2003 passed under Section 8(4) of the Urban Land (Ceiling and Regulation) Act 1976 has declared that the said M/s. Bajaj Electricals do not hold vacant land in excess of ceiling limit. The Competent Authority has continued the exemption granted for agricultural use in respect of S. No. 38A/1B/1 with a direction to file returns when the use of agriculture is changed. By Corrigendum dated 12/11/2003 the Competent Authority has rectified the typographical errors as regards the description of property is concerned in the Order dated 14/08/2003. By its Order dated 22/08/2003 passed under Section 22 of the Urban Land (Ceiling and Regulation) Act 1976 and Addendum dated 28/08/2003 the Competent Authority has issued Letter of Intent for redevelopment of an area admeasuring 172955.52 Sq. Mtrs.

By MEMORANDUM OF UNDERSTANDING (MOU) dated 30/01/2003 the said M/s. Bajaj Electricals Ltd., agreed to grant the development rights of area admeasuring 10 Hectares 52.5 Aar in favour of M/s. BRAMHA BUILDERS. In pursuance of the terms of the MOU dated 30/01/2003 the said M/s. Bajaj Electricals Ltd., have by Agreement for Development dated 30/06/2003 granted the development rights of an area admeasuring 10 Hectors 52.5 Aar out of the captioned property of which the search has been caused, in favour of M/s Bramha Builders. The said Agreement is duly registered at the office of the Sub Registrar Haveli No. VII at Serial No. 2073. In order to facilitate the development activity undertaken by the said Developers, a Power of Attorney is granted in favour of the nominees of the Developers, which is duly registered at the office of the Sub Registrar Haveli No. VII at Serial No. 2200.

By MEMORANDUM OF UNDERSTANDING (MOU) dated 01/04/2004 the said M/s. Bajaj Electricals Ltd., agreed to grant the development rights of balance area admeasuring 10 hector 52.5 Aar in favour of M/s. Bramha Builders subject to modifications of certain terms as incorporated in MOU dated 30/01/2003. In



pursuance of the terms of the MOU dated 01/04/2004 the said M/s Bajaj Electricals Ltd., have by Agreement for Development dated 05/04/2004 have granted the development rights of an area admeasuring 02 Hector 62 Aar from out of the captioned property of which the search has been caused, and being Plot No A and A1, in favour of M/s Bramha Builders. The said Agreement is duly registered at the office of the Sub Registrar Haveli No. VII at Serial No. 1395. In order to facilitate the development activity undertaken by the said Developers, a Power of Attorney is granted in favour of the nominees of the Developers, which is duly registered at the office of the Sub Registrar Haveli No. VII at Serial No. 1396.

The said M/s. Bajaj Electricals Ltd., have further by Agreement for Development dated 20/11/2004 have granted the development rights of an area admeasuring 02 Hector 62 Aar from out of the captioned property of which the search has been caused and being Plot No. B and B1, in favour of M/s Bramha Builders. The said Agreement is duly registered at the office of the Sub Registrar Haveli No. VII at Serial No. 5105. In order to facilitate the development activity undertaken by the said Developers, a Power of Attorney is granted in favour of the nominees of the Developers, which is duly registered at the office of the Sub Registrar Haveli No. VII at Serial No. 5106.

Upon receipt of entire consideration from Bramha Builders, requisite permission to Mortgage the captioned property has been given by the Owners vide their letter dated 04/10/2004.

The original title documents pertaining to the captioned properties were in the custody of State Bank of Bikaner and Jaipur, who vide their letter dated 26/06/2005 released, the original title documents and the same are in the custody of Bajaj Electricals Ltd., Mumbai.

The said Bramha Builders have executed Indenture of Mortgage dated 17/10/2004 unto and in favour of LIC Housing Finance Ltd., which Indenture of Mortgage has been duly registered at the office of the Sub Registrar Haveli No VII at serial No 4400/2004.

The Pune Municipal Corporation has duly sanctioned the Amalgamation / sub-division / Layout of buildings vide Commencement Certificate dated 19/09/2005 bearing No DPO / 5340 / H / 59.

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Upon receipt of entire consideration from Bramha Builders, requisite permission to Mortgage the captioned property has been given by the Owners vide their letter dated 04/10/2004.

The said M/s. Bramha Builders have executed Indenture of Mortgage dated 20/10/2005 unto and in favour of ICICI Bank Ltd., which Indenture of Mortgage has been duly registered at the office of the Sub Registrar Haveli No VII at serial No. 8900/2005. After taking the said loan amounting to Rs. 50,00,00,000/-, they have repaid the same along with applicable interest and charges thereupon. Accordingly a Deed of Re-conveyance is executed between M/s. Bramha Builders and said ICICI Bank Limited on 05/02/2010, which is registered in the office of Sub-registrar Haveli No. 11, Pune at Serial no. 1373/2010. Thus the charge of ICICI bank under the Indenture of Mortgage is released and now the said ICICI Bank Limited is not holding any encumbrance over the said property.

The said M/s. Bramha Builders have executed an Indenture of Mortgage / Facility Agreement dated 20/03/2006 unto and in favour of ICICI Bank Ltd., which has been duly registered at the office of the Sub Registrar Haveli No XI at serial No. 3233/2006. After taking the said loan amounting to Rs. 10,00,00,000/-, they have repaid the same along with applicable interest thereupon. Accordingly a Deed of Re-conveyance is executed between M/s. Bramha Builders and said ICICI Bank Limited on 05/02/2010, which is registered in the office of Sub-registrar Haveli No. 11, Pune at Serial no. 1372/2010. Thus the charge of ICICI bank under the Indenture of Mortgage / facility Agreement is released and now the said ICICI Bank Limited is not holding any encumbrance over the said property.

The said M/s. Bramha Builders have executed an Indenture of Mortgage / Facility Agreement dated 19/10/2006 unto and in favour of ICICI Bank Ltd., which has been duly registered on 16/01/2007 at the office of the Sub Registrar Haveli No XI at serial No. 449/2007. After taking the said loan amounting to Rs. 15,00,00,000/-, they have repaid the same along with applicable interest thereupon. Accordingly a Deed of Re-conveyance is executed between M/s. Bramha Builders and said ICICI Bank Limited on 05/02/2010, which is registered in the office of Sub-registrar Haveli No. 11, Pune at Serial no. 1374/2010. Thus the charge of ICICI bank under the Indenture of Mortgage / facility Agreement is released and now the said ICICI Bank Limited is not holding any encumbrance over the said property.

The original title documents pertaining to the captioned properties were in the custody of State Bank of Bikaner and Jaipur, who vide their letter dated

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26/06/2005 released, the original title documents and the same are in the custody of Bajaj Electricals Ltd., Mumbai. The said original documents are handed over to M/s Bramha Builders upon receipt of entire consideration.

The Pune Municipal Corporation has duly sanctioned the Amalgamation / sub-division / Layout of buildings vide Commencement Certificate dated 19/09/2005 bearing No. DPO/5340/H/59. The developers have got the revised plan sanction for the subject project under Commencement Certificate No. CC/0274/13, dated 29/04/2013.

The tenants namely Poona Box Manufacturing Company, Production Engineers Corporation, Lalit Packaging Works and Mr. Vasant Anchaliya and Hausa Engineers have relinquished their tenancy rights in the captioned property unto and in favour of M/s Bajaj Electricals and M/s Bramha Builders by executing requisite documents in favour of the aforesaid.

It is seen that one Satish Gajanan Mulik had filed Regular Civil Suit No 820/2000 against the Owners namely M/s Bajaj Electricals for the alleged claim of Easementary rights. The said suit stands decreed ex-parte on 23/04/2005 by the Hon'ble Civil Judge (JD) Pune. But, the said Mr. Satish Gajanan Mulik, by settling the dispute, executed a Release Deed in favor of Bajaj Electricals Limited and the Bramha Builders, on 10/09/2009, which is registered on same day in the office of Sub-Registrar Haveli No. 8 at Serial No. 6665/2009. Under this Deed, said Satish Gajanan Mulik released and relinquished all his rights and entitlements acquired by him under Judgment and Decree of Regular Civil Suit No. 820/2000. The owners also withdrawn the Appeal No. 603/2008, filed in Pune Court. Thus the dispute raised by Satish Gajanan Mulik was settled. After settling the dispute the owners of the said land, along with M/s. Bramha Builders have granted Easementary rights in favor of Satish Gajanan Mulik under 'Deed of Easement by Way of Grant', which is executed on 10/09/2009 and registered on same day in the office of Sub-Registrar Haveli No. 8 at Serial No. 6666/2009. The Easementary rights are granted as well enumerated in the said Deed.

It is seen that one Dnyaneshwar Narayan Mulik had filed Regular Civil Suit No 845/2000 against the Owners namely M/s Bajaj Electricals for the alleged claim of Easementary rights. The said suit stands decreed ex-parte by the Hon'ble Civil Judge (JD) Pune. But, the said Dnyaneshwar Narayan Mulik, by settling the dispute, executed a Release Deed in favor of Bajaj Electricals Limited and the Bramha Builders, on 10/09/2009, which is registered on 11/09/2009 in the office of Sub-



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Registrar Haveli No. 8 at Serial No. 6670/2009. Under this Deed, said Dnyaneshwar Narayan Mulik released and relinquished all his rights and entitlements acquired by him under Judgment and Decree of Regular Civil Suit No. 845/2000. After settling the dispute the owners of the said land, along with M/s. Bramha Builders have granted Easementary rights in favor of Dnyaneshwar Narayan Mulik under 'Deed of Easement by Way of Grant', which is executed on 10/09/2009 and registered on 11/09/2009 in the office of Sub-Registrar Haveli No. 8 at Serial No. 6669/2009. The Easementary rights are granted as well enumerated in the said Deed.

It can be inferred from the Deed of Re-conveyance of Mortgaged Property, dated 29<sup>th</sup> October 2005, registered in the office of Sub-Registrar Haveli No. 7 at Serial no. 8994/2005, that after repayment of the said Loan, the Mortgager, LIC Housing Finance Limited (LICHFL) released the mortgaged property and the Mortgagee, M/s. Bramha Builders are holding the title of the said property without any encumbrance of LICHFL over the said property.

After perusal of the 7/12 extract of the said property bearing survey No. 38A/1 of village Wadgaon Sheri, Taluka Haveli, District Pune, from the year 1953-54 till 1965-66, it can be stated that the said property was owned and possessed by one Dwarkanath Raoji Kharadkar. There is no record of any name of tenant to the said property in other rights or in cultivation column.

After perusal of the Mutation Entry No. 1274, dated 05/12/1967, it can be stated that M/s. Industrial Oxygen Company, Mumbai had purchased the property admeasuring 00 Hector 30 Aar out of the above mentioned property from Dwarkanath Raoji Kharadkar for himself and as HUF with written consent of Chandrakant Dwarkanath Kharadkar, for himself and as HUF. The Sale Deed for the same is registered on 20/07/1965 in the office of Sub-Registrar Haveli No. 11 at serial no. 1549/1965. After perusal of the certified copy of this Sale Deed it can be stated that the parties to the said deed had entered in a Agreement to Sale on 19/04/1963. Under this Agreement to sale, the purchasers have paid a part consideration of Rs. 500/- to the owner. The owner had obtained the permission of Sale from the Collector of Poona by his letter dated 24/04/1965 bearing No. TNC/63/R/18/65. Accordingly, on the basis of this Agreement to Sale and permission, the vendors executed final Conveyance on 20/07/1965. The entire agreed consideration amounting to Rs. 6,937.50/- was paid by the purchasers to the owners on execution of this Sale Deed. Nothing is seen to be balance. On the day of execution and registration of this Sale Deed, the purchasers got the possession of the property from the owners. Thus on the basis of this Sale Deed, the Mutation Entry No. 1274

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is effected, which was got certified on 30/01/1968. Under this Mutation Entry the property bearing survey No. 38A/1 was sub-divided in two parts. The Land retained by the owner, Shri. Dwarkanath Raoji Kharadkar was given new Survey no. 38A/1/B and the land purchased by M/s. Industrial Oxygen Company Mumbai was allotted a new Survey No. 38A/1/A.

That after perusal of the Demarcation Copy bearing no. 275/2005, dated 10/04/2005 and the draft development Plan of Pune Municipal Corporation for Village Wadgaon-Sheri, Taluka Haveli, District Pune, it can be stated that the boundaries of the said property are that, on its North situates Property of Survey No. 37, on its East situates a road, on its South situates Portion of Survey No. 38 and on its West situates Portion of Survey No. 21.

That after perusal of the copy of Agreement of Development dated 03/05/2006 registered in the office of Sub-registrar Haveli No. 11 at Serial No. 3364/2006, it can be stated that M/s. Industrial Oxygen Company Limited, now known as Inox Air Products Limited, having their registered office at 56, Jolly Maker Chambers 2, Nariman Point, Mumbai – 400021, has assigned and transferred the development rights of the subject property in favor M/s. Carina Constructions, a partnership firm, having its office at Kumar Place, 2408, East Street, Pune – 411001, through its authorized partner Mr. Govind H. Bhagchandani and Mr. Mehdi Najafi. The developers paid the entire agreed consideration to the owners and got the absolute development rights of the said property along with vacant possession of the said property. That for better implementation of the development activity, the owners also executed an Irrevocable Power of Attorney in favor of the developers, which is executed and registered on 03/05/2006, in the office of Sub-registrar Haveli No. 11 at Serial No. 3365/2006. Thus the developers, M/s. Carina Constructions acquired the development rights of the said property.

After acquiring the development rights of the said property, M/s. Carina Constructions, through its authorized partners Mr. Govind H. Bhagchandani and Mr. Mehdi Najafi, with written consent of M/s. Industrial Oxygen Company Limited, now known as Inox Air Products Limited, assigned and transferred the development rights of the said property in favor of M/s. Bramha Builders, a registered partnership firm having their office at 250-251, M.G. Road, Camp, Pune – 411001, through its authorized Partner, Mr. Ramkumar B. Agarwal. This Articles of Agreement / Development Agreement dated 17/11/2006 is registered in the office of Sub-registrar Haveli No. 12 at Serial No. 9038/2006 between M/s. Carina Constructions and M/s. Bramha Builders. On the day of execution and registration of the said

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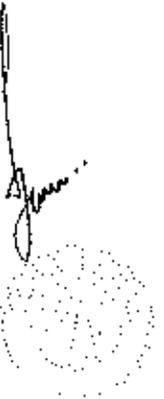
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agreement, M/s. Bramha Builders have paid the entire agreed consideration to M/s. Carina Constructions and accordingly, they got the vacant possession of the said property from M/s. Carina Constructions. That for better implementation of the development activity over the said property, the owner and developers executed two Irrevocable Power of Attorneys in favor of M/s. Bramha Builders. The first Irrevocable Power of Attorney dated 17/11/2006 is registered in the office of Sub-registrar Haveli No. 12 at Serial No. 9039/2006, which is executed by M/s. Carina Constructions in favor of M/s. Bramha Builders. The Second Irrevocable Power of Attorney dated 17/11/2006 is registered in the office of Sub-registrar Haveli No. 12 at Serial No. 9040/2006, which is executed by M/s. Industrial Oxygen Company Limited, now known as Inox Air Products Limited in favor of M/s. Bramha Builders. Thus the developers, M/s. Bramha Builders acquired the development rights of the said property.

Thus M/s. Bramha Builders (present BramhaCorp Limited) has acquired development rights of following properties :

- a. Survey No. 7 Hissa No. 1 admeasuring 01 Hector 63 Aar, i.e. 16,300 Sq. Mtrs.
- b. Survey No. 7 Hissa No. 2 admeasuring 00 Hector 90 Aar, i.e. 9,000 Sq. Mtrs.
- c. Survey No. 7 Hissa No. 3 admeasuring 07 Hector 40 Aar, i.e. 74,000 Sq. Mtrs.
- d. Survey No. 7 Hissa No. 4 admeasuring 01 Hector 44 Aar, i.e. 14,400 Sq. Mtrs.
- e. Survey No. 7 Hissa No. 5, admeasuring 02 Hector 42 Aar, i.e. 24,200 Sq. Mtrs.
- f. Survey Nos. 8 Hissa No. 1/1/2, admeasuring 03 Hector 42 Aar, i.e. 34,200 Sq. Mtrs.
- g. Survey No. 38A/1B/1, admeasuring 03 Hector 74.8 Aar, i.e. 37,480 Sq. Mtrs.
- h. Survey No. 3/2 (Part), admeasuring 00 Hector 58 Aar, i.e. 5,800 Sq. Mtrs.

(III) It is to be noted that all the Agreements, Deeds and Power of Attorneys mentioned in Annexure were duly executed and registered by the above-mentioned owners in favour of the Promoters, then named and styled as 'M/s. BRAMHA BUILDERS' a partnership firm registered under the provisions of Indian Partnership Act, 1932. The true extract of the records issued by the office of Assistant Registrar of Firms, Pune, testifies that the name of the partnership firm was changed from 'M/s. BRAMHA BUILDERS' to 'M/s. BRAMHACORP INFRASTRUCTURES' with effect from 27/05/2011. Thereafter, the partnership firm viz. 'M/s. BRAMHACORP INFRASTRUCTURES' was converted and registered into a Private Limited Company and named as 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED', incorporated under Part IX provisions of the Companies Act, 1956, as manifested by the certificate of incorporation dated 27/03/2012, issued



by Registrar of Companies, Maharashtra, Pune. As such, the change from partnership firm named 'M/s. BRAMHA BUILDERS', subsequently to 'M/s. BRAMHACORP INFRASTRUCTURES' and to a Private Limited Company incorporated under Part IX provisions of the Companies Act, 1956, named 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED' be kindly noted. By an Order dated 05/07/2013 of the Hon'ble High Court, Bombay, in Company Scheme Petition No. 274 of 2013 and Company Scheme Petition No. 275 of 2013, a group company namely 'BRAMHACORP HOTELS & RESORTS LIMITED' got merged in 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED'. Subsequently vide incorporation certificate dated 04/09/2013, the name of 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED' changed to 'BRAMHACORP PRIVATE LIMITED'. In addition to this, vide incorporation certificate dated 29/10/2013, the name of 'BRAMHACORP PRIVATE LIMITED' changed to 'BRAMHACORP LIMITED'. In the narration above, the firm which is referred to as said 'M/s. BRAMHA BUILDERS', subsequently as 'M/s. BRAMHACORP INFRASTRUCTURES' and said 'BRAMHACORP LIMITED', as it existed at the relevant point of time and as should be referred in the context of the documents concerned.

**(IV) LARGER LAYOUT POTENTIAL AND STAGE WISE DEVELOPMENT COMPLETED BY THE BRAMHACORP LIMITED, AS WELL AS DETAILS OF THE ONGOING DEVELOPMENT BY BRAMHACORP LIMITED :**

**LAYOUT POTENTIAL OF SAID LARGER LAND AND PHASE WISE DEVELOPMENT BY PROMOTERS:**

By virtue of the aforesaid various Development Agreements, Articles of Agreement and Power of Attorneys and related deeds and documents, the Promoters alone have the sole and exclusive right to construct the separate Project Buildings within sanctioned layout of said larger land after taking appropriate sanctions, revised sanctions, permissions and revised permissions from the Competent Development Authority and other Statutory Authorities. Under above mentioned Development Agreements, Articles of Agreement and Power of Attorneys, the Promoters are entitled to develop said **larger land** totally admeasuring 21 Hectares 93.04 Ares, bearing Survey Numbers 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2, 38A/1B/1, 38B and 3/2 all situated at village Wadgaon Sheri, Taluka Haveli, District Pune. As per their planned development of said **larger land** in various stages and Phases, the Promoters undertook the Development of subject entire layout of **larger land** in different Phases and various Separate Projects under such Phases.

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**GRANT OF NON AGRICULTURAL USE PERMISSION :**

The Hon'ble Collector of Pune, Revenue Branch vide order dated 14/02/2006 bearing No. PRH/NA/SR/444/2005 permitted non-agricultural use of the said larger land for residential/commercial purposes under section 44 of the Maharashtra Lands Revenue Code, 1956.

**SALE / CONVEYANCE OF LAND BY BAJAJ ELECTRICALS LIMITED IN FAVOR OF BRAMHACORP LIMITED :**

That, vide the Articles of Agreement dated 10/03/2006, registered in the office of Sub-registrar Haveli No. 11, Pune at Serial No. 1886/2006, read along with a SALE DEED / CONVEYANCE DEED dated 15/09/2010, registered in the office of Sub-Registrar Haveli No. 10, Pune at Serial No. 8606/2010, and read alongwith the CORRECTION DEED dated 14/02/2012, registered in the office of Sub-Registrar Haveli No. 11, Pune at Serial No. 1413/2012, the said BAJAJ ELECTRICALS LIMITED sold transferred and conveyed in favour of BRAMHACORP LIMITED (previously known as BRAMHA BAZAZ HOTELS LIMITED), a well bounded plot admeasuring 1,64,758.52 Square Feet along with with exclusive use of a 25 Feet wide road admeasuring 1550 Square Meters, (referred to as the 'Bungalow Land') from sanctioned layout of the said larger land described in the 'Schedule I' written herein below.

As per the Commencement Certificate dated 13/01/2005 bearing No. CC/3836/04 and revised Commencement Certificate dated 19/09/2008 bearing No. CC/1780/08, the said BRAMHACORP LIMITED (previously known as BRAMHA BAZAZ HOTELS LIMITED) constructed four independent bungalows identified as Bungalow Numbers 'R1', 'R2', 'R3' and 'R4' on a plot of land admeasuring 1,64,758.52 Square Feet along with exclusive use of a 25 Feet wide road admeasuring 1550 Square Meters( referred to as bungalow land , from the sanctioned layout of the said larger land described in the 'Schedule I'. **The said Plot admeasuring 1,64,758.52 Square Feet along with exclusive use of a 25 Feet wide road admeasuring 1550 Square Meters along with Bungalows R1, R2, R3 and R4 standing thereon (is collectively referred to as the said Bungalow Property)** And shown in the 'ANNEXURE N' attached to this Agreement. The completion certificate has been issued by the Competent Authority of Pune Municipal Corporation vide Certificate dated 29/09/2008 bearing No. BCO/YWO/035.



The said Property (the Bungalow land\*+Bungalows with independent access to ingress and egress are exclusively owned and possessed by BRAMHACORP LIMITED. The said Bungalow land is owned and retained by the Promoters as exclusive Owners thereof the same being already conveyed to them and is thus excluded from the larger land and from inception not a part of any of the phases of development.

The promoters as owners of the said Bungalow land reserve and hold all its present and future development potential and the unutilized and unconsumed balance FSI potential after the development of all SEVEN Phases of larger layout, admeasuring approximately 01,54,341.61 Square Meters, shall always remain the exclusive right and run alongwith the bungalow land and the same is from inception not a part of any of the SEVEN Phases from larger layout and thus the exclusive land and bungalows owned by BRAMHACORP LIMITED along with above mentioned FSI Potential is not shown part of any of the Seven Phase Developments.

#### DEVELOPMENT OF FIRST AND SECOND PHASE AND CONVEYANCE /TRANSFER THEREOF:

The Promoters have implemented FIRST PHASE as the independent project named and styled as "BRAMHA SUNCITY". The said First Phase is developed by constructing total 23 Buildings over defined portion of land underneath said buildings and those Buildings are identified as Building Nos. A1, A2, CL-1, CL-2, L-1, E-2, L-3, E-1, E-2, E-3, E-4, E-5, E-6, E-7, D-1, D-2, D-3, D-4, D-5, D-6, C-1, C-2 and C-3, consisting of stilt, Basement and part Podium consuming an aggregate FSI/FAR out of total FSI Potential arising out of said larger land layout. After completing the construction of all above mentioned FIRST PHASE, the Promoters procured the Completion Certificates and handed over possession of all Flats / Apartments to respective Flat / Apartment Purchasers as per terms and conditions of respective Agreements and complied with their obligations under FIRST PHASE. The Promoters have completed said First Phase and after completion, a separate Independent Cooperative Housing Society is also formed and registered under provisions of The MAHARASHTRA CO-OPERATIVE HOUSING SOCIETIES ACT, 1960, under name of 'BRAMHA SUNCITY CO-OPERATIVE HOUSING SOCIETY LIMITED', being a 'Tenant Co-Partnership Co-Operative Housing Society', which is registered on 03/10/2011, under registration number PNA/PNA(4)/HSG/(TC)/11377/2011-12.

The SECOND PHASE is named and styled as 'BRAMHA SUNCITY SIGNATURE' comprising of THREE Buildings identified as Building Nos. A-3, C-4 and C-5 consisting

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of stilt and part Podium consuming an aggregate FSI/FAR out of total FSI Potential arising out of the layout of said larger land. After completing the construction of all above mentioned Second Phase Buildings, the Promoters procured the Completion Certificates and handed over possession of all Flats / Apartments to respective Flat / Apartment Purchasers as per terms and conditions of respective Agreements and complied with their obligations under SECOND PHASE. The Flat / Unit purchasers from Second Phase have also become members of 'BRAMHA SUNCITY CO-OPERATIVE HOUSING SOCIETY LIMITED'. The Jurisdiction of said Housing society is thereby limited for the defined land area comprising of the First and Second Phase of the project from the layout of larger land, having sanctioned 1274 constructed Flats / Apartments from First and Second Phase and defined limited common areas of the layout.

To complete the obligation and responsibility prescribed under Section 11 of Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder, the Promoters have vide the CONVEYANCE DEED dated 24/10/2018, registered on 29/10/2018 in the office of Sub-Registrar Haveli No. 8, Pune at Serial No. 7901/2018, transferred and conveyed the respective portions comprising of the First Phase and Second Phase land admeasuring 69,222.18 Square Meters in aggregate carrying total and fixed FSI Potential admeasuring 95,520.54 Square meters used and consumed for construction of Building No. A1, A2, CL-1, CL-2, L-1, L-2, L-3, E-1, E-2, E-3, E-4, E-5, E-6, E-7, D-1, D-2, D-3, D-4, D-5, D-6, C-1, C-2, C-3, A-3, C-4 and C-5, along with the Refuge Areas admeasuring 473.96 Square Meters from the above mentioned Buildings and along with the proportionate JOINT OWNERSHIP of the Multi Purpose Hall situated on the Ground Floor of 'F Building' admeasuring 675.76 Square Meters and all immovable property described therein in the Conveyance Deed shall not carry any additional FSI Potential from layout of said larger land. Upon conveying the above mentioned land in favor of 'BRAMHA SUNCITY CO-OPERATIVE HOUSING SOCIETY LIMITED', the Society accepted, confirmed and ratified that they shall be only entitled for the ownership of total 96,196.30 Square Meters FSI Potential from the larger layout consumed over the land parcel admeasuring 69,222.18 Square meters and the balance entire Inherent FSI of larger layout, along with entire TDR Potential arising out of the land sold to Society and alongwith the TDR Potential from the balance larger layout alongwith the enhanced FSI Potential as per amendment in Development Control Rules, alongwith rights of Fungible FSI Potential are completely owned and possessed by the Promoters alone and Promoters alone shall have exclusive right and ownership for such entire FSI Potential, except the part FSI Potential sold and conveyed to Society. Thus the Promoters are holding the lawful development rights over balance

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layout land and also hold the lawful rights to use entire FSI Potential including TDR Potential of entire larger layout.

#### DEVELOPMENT OF THIRD PHASE :

The THIRD PHASE identified as 'BRAMHA SUNCITY PLATINUM' comprising of Four Buildings identified as Building Nos. A-4, C-6, CL-3 and D-7 consisting of Part stilt and Part Podium consuming an aggregate FSI/FAR of 18,098.77 square meters out of total FSI Potential arising out of the layout of said larger land and situated over the identified land area admeasuring 10763.06 Square Meters. After completing the construction of Third Phase the Promoters procured the Completion Certificates and handed over possession of all Flats / Apartments to respective Flat / Apartment Purchasers as per terms and conditions of respective Agreements and complied with their obligations under THIRD PHASE. The Promoters have completed said Third Phase as Separate Project and after completing the said Third Phase Project, a separate Independent Housing Society has been formed and registered under provisions of The MAHARASHTRA CO-OPERATIVE HOUSING SOCIETIES ACT, 1960, under name of 'BRAMHA SUNCITY PLATINUM CO-OPERATIVE HOUSING SOCIETY LIMITED', which is registered on 18/09/2018, under registration number PNA / PNA(5) / HSG / (TC) / 18706 /2018-19. The Management of the said Society is handed over to Management Committee of said Society.

#### DEVELOPMENT PLAN MARKED RESERVATIONS IN THE LARGER LAYOUT:

The Promoters have disclosed to the Allottee/s that, the land area admeasuring 37,480 Square Meters bearing Survey No. 38A/1B/1 from the layout of said larger land is reserved for GARDEN RESERVATION (G-20) by the Competent Development Authority. The promoters are fully entitled to the entire Benefits arising therefrom after handing over the portion reserved for GARDEN RESERVATION (G-20) to Pune Municipal Corporation. As per provisions laid under Development Control Rules, the Promoters have shifted the Amenity Space Area of entire layout admeasuring 24,333.15 Square Meters over said Garden Reservation Area and thus used and utilized the FSI Potential of Amenity Space admeasuring 24,333.15 Square Meters within the Layout for developing the various Phases. The Promoters are fully entitled to use and Utilize balance benefits / FSI Potential / TDR arising from the G-20 Garden Reservation Balance area admeasuring 13146.85 Square Meters from Survey No. 38A/1B/1 and Garden Reservation Balance area admeasuring 924 Square Meters from Survey No. 38B. It is also informed by the



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Promoters that the land area admeasuring 3000 Square Meters bearing Survey No. 38A/1A from the entire layout is partly reserved for GARDEN RESERVATION (G-20) and partly for Primary School (PS-93) by the Competent Development Authority. The promoters are fully entitled to receive entire Benefits arising therefrom, from the Pune Municipal Corporation (PMC) and which right shall always remain with the Promoters. It is well informed by the Promoters that as said properties are reserved for the Public Purposes and partly handed over and partly to be handed over to PMC. The title and ownership of said lands shall vest with PMC and same shall never be part of Final Conveyance in favor of any Society / Apartment / Company or APEX Body / Federal Society. The portions of layout of said larger land are also reserved for Development Planning Roads (D. P. Roads) and those Road Widening Portions are already handed over to the PMC. The benefits of FSI will be used and consumed by the Promoters in development of various Phases in the Layout or the TDR in form of DRC will be transferred to any third person.

#### **DEVELOPMENT OF FOURTH PHASE :**

The FOURTH PHASE is identified as 'F RESIDENCES'. An independent project and is further divided in various separate Projects consisting of total eight buildings known as Tower 1 to Tower 8. This Fourth PHASE is earmarked and has been developed over a defined portion from the layout comprising of land admeasuring 21,555.72 Square Meters having predefined Inherent FSI and TDR Potential admeasuring about 73,056.96 Square Meters from the entire layout.

#### **THE SEPARATE COMMON AMENITIES AND FACILITIES FOR FIRST FOUR PHASES :**

While developing the above mentioned FOUR PHASES within the Layout, the Promoters have developed various Common Amenities, facilities and Club House for above mentioned Projects ONLY and which are independently operational within the above described part layout. The said operational Club House shall be the common amenity and facility for above mentioned Phases. THE FACILITY OF EXISTING OPERATIONAL CLUB HOUSE AND OTHER AMENITIES AND FACILITIES FROM COMPLETED LAYOUT ARE LIMITED FOR ABOVE MENTIONED FOUR PHASES AND NOT AVAILABLE FOR THE PROJECT UNDER THIS AGREEMENT OR FOR THE PROPOSED PHASES WITNIN BALANCE LAYOUT OF THE SAID LARGER LAND.

#### **DEVELOPMENT OF FIFTH PHASE :**

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After development of above mentioned FOUR PHASES, the Promoters proposed a FIFTH PHASE to construct over the defined land, out of larger land layout, a separate COMMERCIAL and RESIDENTIAL BUILDING named and styled as "FIFTH 'A' PHASE" and "FIFTH 'B' PHASE", comprising of Shops, Offices and Residential Apartments, to be situated over Lower Ground Floor, Ground Floor, Upper Ground Floor and above upto 30 Floors of the entire proposed project and having the limited rights over parking from the common Basements, Podium Levels and other Parking Floors of Basements and Podium. the 'FIFTH B PHASE' is planned to be developed as annexed development of the SIXTH PHASE. The approach / entry / exit from Podium and Basements, for Parking and various other Services, including Fire Tender Purposes is and shall be shared in common for the FIFTH and SIXTH PHASE. The Promoters have disclosed that there will be multiple separate Phases to complete the entire proposed Complex, "FIFTH 'A' PHASE" and "FIFTH 'B' PHASE" and the ongoing separate phase of the said phase or the next separate phases from the proposed project are not made subject matter under this Agreement.

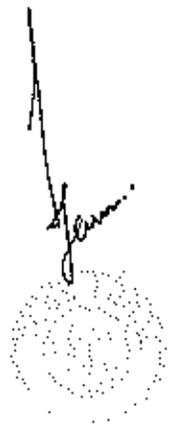
#### DEVELOPMENT OF SIXTH PHASE :

AND WHEREAS the Promoters propose the development of a Separate independent PHASE named and styled as '**THE COLLECTION**', comprising of multiple High-Rise Buildings, together and collectively named and styled as '**THE COLLECTION**', having common Basements and Podium for all Buildings of The Collection and each building having Multiple Floors not exceeding 30 habitable Floors or up to the maximum height of the project building permissible by the Competent Authority and other Statutory Authorities from time to time in each Building. Each separate Building may at the discretion of the Promoters be developed as separate project, having mixed or residential or commercial use over identified portion of land from the larger layout.

The Promoters will further develop proposed multiple buildings of the said sixth phase from time to time as may be sanctioned/ permissible thereupon by consuming unutilized the proposed FSI/ FAR.

#### DEVELOPMENT OF SEVENTH PHASE :

The Promoters propose a **SEVENTH PHASE** over identified portion of land from the larger layout, to construct a Separate independent PHASE named and styled as '**AUGUST TOWERS**', comprises of separate projects in different Vertical and Horizontal Floors consisting of :



**Mukesh B. Zende**

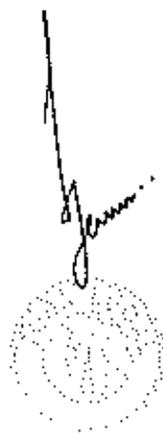
Advocate, B. Sc. LL.B M&A (Corporate Law), Patent Attorney On Record

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Hastibaugwate Colony No. 2, Sahakar Nagar, Pune 411009.

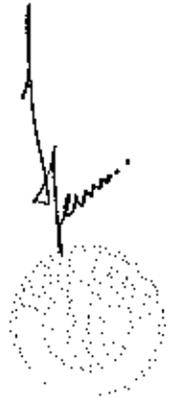
Court Office : Chamber No. 49, 'C' Building, Lawyers Chambers, Shivajinagar Court, Pune 411005

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- (A) The entire proposed Project under SEVENTH PHASE will be having multiple High-Rise annexed / attached Buildings, together and collectively named and styled as '**AUGUST TOWERS**', having common Basements and Podium for all Buildings, and each building having Multiple Floors not exceeding 30 habitable Floors or up to the maximum height of the project building permissible by the Competent Authority and other Statutory Authorities from time to time in each Phase. Each separate Phase Building or part of such any building could be at the discretion of the Promoters, be developed as a separate project, having mixed or residential or commercial use.
- (B) The FSI Potential of the SEVENTH PHASE and the area of land underneath SEVENTH PHASE is described in the PROPERTY SCHEDULE - II written herein above in this report.
- (C) All parking floors, including Podium and multilevel basements for SEVENTH PHASE are connected / annexed.
- (D) All various projects to be developed under SEVENTH Phase shall get phase-wise parking zones allocated within common undivided levels of parking from SEVENTH Phase.
- (E) It is well informed by the Promoter that, the process of marking and numbering for Parking Area of proposed project/s under SEVENTH Phase will be done upon completion of entire development of parking levels SEVENTH Phase.
- (F) The approach / entry / exit from Podium and Basements, for Parking and various other Services, including Fire Tender Purposes shall be common for all projects within Seventh Phase and shall be controlled by the Managers / Agents / Agency appointed by the Promoters and as per various terms written in this Agreement.
- (G) The Promoters commenced the development of an independent PROJECT under SEVENTH PHASE, identified as "**AUGUST TOWERS PH 1**" and hereinafter in this Agreement referred as, the said project, which comprise of sanctioned and proposed 30 habitable floors of the Building from normal ground level. The said project comprise of following :
- (i) The said project will be developed by Promoters by using an aggregate FSI Potential admeasuring approximately 21,807 Square Meters and as mentioned in the **PROPERTY SCHEDULE (III)** written in this Report. It is well disclosed by the Promoters that, said project is proposed to be developed as High Rise Building, and having proposed 30 Habitable floors.

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- (H) The 'said project' will be standing on the Plinth areas for said the project within the SEVENTH PHASE, to be situated over the part land described in Property Schedule - II written herein above. The proportionate land below the Plinth of the said project is to be considered as entire Project land for 'said project' and which is as follows:
- (i) The Project land for the said project Building totally admeasures 878.91 Square Meters. The same details of land area are well disclosed and shown in respective project registration with MAHARERA Authority.
- (I) The Allottees of the said project will get allotted parking areas from specified levels of parking zones from SEVENTH PHASE. However, final possession-handover of such allotted parking areas is scheduled separately in context to the completion of development for all parking level floors as stated herein above and as mentioned in the Agreement. Till Allottees get possession of earmarked parking area mentioned in the respective PROPERTY SCHEDULE – IV under registered Agreements, they will be facilitated with Temporary Parking Areas within the completed Basements of Seventh Phase.
- (J) It is well informed by the Promoters that, the Promoters have got commencement certificate to construct the subject project building up to sanctioned Floors and they shall obtain revised sanction for balanced upper floors in due course of development. The Promoters have proposed development of the said project, not exceeding 30<sup>th</sup> habitable Floors from normal ground level, subject to sanction and approvals from the Competent Development Authority, from time to time, for constructing Upper Floors. The Promoters shall be revising the RERA registration and thus completing the subject development of the said project Buildings in Phase-wise manner.
- (K) The Promoters have disclosed that there will be multiple separate/attached/annexed Projects to complete the entire proposed SEVENTH PHASE and those proposed projects from the SEVENTH PHASE are not made subject matter under this Report.
- (L) It is well informed and disclosed by the Promoters to all Allottees that, the recreational facility of, its connected Common Areas, Amenities and Facilities etc. for RESIDENTIAL APARTMENTS/UNITS of SEVENTH PHASE shall be provided and developed in phase wise manner and will be completed till the development of last Project Building within SEVENTH PHASE. The same recreational facilities, its connected Common Areas, Amenities etc. shall NOT BE AVAILABLE for the Commercial Wing of from the said project for this



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**Mukesh B. Zende**

Advocate, B. Sc. LL.B. MBA. (Corporate Law), Patent Attorney On Record

Agreement and the Apartments / Units from the Commercial Wing from the said project will be sold with this condition only.

(M)The entire terms governing the 'said project' are enumerated in the Agreement draft prepared for the said project.

It is clarified that the entire proposed larger Project "**AUGUST TOWERS**", is not offered for sale under any Agreement or under any advertisement and promotional correspondences including this Report. The promoters only offered for sale said project, "**AUGUST TOWERS PH 1**", which is registered as separate project on record of Maharashtra Real Estate Regulatory Authority (MahaRERA) and this Report shall remain restricted and limited for 'said project' as enumerated in this entire Report.

Thus, to clarify the identification, jurisdiction and limitation of subject project under this Report, it is well informed that subject project is SEPARATE PROJECT under SEVENTH PHASE and identified as "**AUGUST TOWERS PH 1**", consisting of sanctioned Apartments / Units situated in subject F1 building as stated herein above. This part of building of SEPARATE PROJECT under SEVENTH PHASE is subject matter for this Report and shall form a separate independent project, which shall be referred to as the 'said/ subject project' written in the Legal Title Report herein above.

5) After perusing the entire title documents, and relevant revenue papers and taking a diligent search for pendency of any Court Cases or disputes or claims against said property or said project, we state that, there is no any litigation pending against said property or said project or any part thereof.

This report is accordingly issued.

Place : Pune

Date : 28/11/2022



Mukesh B. Zende  
B.Sc. LL. B. MBA  
Advocate  
For TOSS LEGAL

MH011248145202223E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
26 Nov 2022	Receipt	Receipt no.: 1112653632
	Name of the Applicant :	MUKESH BAJIRAO ZENDE
	Details of property of which document has to be searched :	Dist :Pune Village :Vadgaon Sheri S.No/CTS No/G.No. : 3
	Period of search :	From :2002 To :2022
	Received Fee :	525
The above mentioned Search fee has been credited to government vice GRN no :MH011248145202223E		
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MH011246979202223E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
26 Nov 2022	Receipt	Receipt no.: 1112653561
	Name of the Applicant :	MUKESSH BAJIRAO ZENDE
	Details of property of which document has to be searched :	Dist :Pune Village :Vadgaon Sheri S.No/CTS No/G.No. : 7
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MTR Form Number-6



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Location				PUNE					
Year				2022-2023 One Time					
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Department ID : 200929308 Mobile No. : 9850017551

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संदर्भ नॉन "दस्तावेज ऑफ रजिस्ट्रार" मध्ये नोंद घेतल्यासाठीच लागू आहे. इतर कारणांसाठी किंवा नोंदणी अ कारवायाच्या दस्तऐवजांनी लागू नाही.

**Challan Defaced Details**

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MH011247913202223E	Government of Maharashtra	Regn. 39 M
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	Name of the Applicant :	MUKESSH BAJIRAO ZENDE
	Details of property of which document has to be searched :	Dist :Pune Village :Vadgaon Shari S.No/CTS No/G.No. : 8
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Department of Registration and Stamps		
26 Nov 2022	Receipt	Receipt no.: 1112653591
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MTR Form Number-6



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				PAN No.(If Applicable)				
Office Name	PND1_JT DISTT REGISTRAR PUNE URBAN			Full Name	MUKESH BAJIRAO ZENDE			
Location	PUNE			Flat/Block No.				
Year	2022-2023 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street				
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Name of Branch								



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