

Office & Correspondence:
Shree Ameya Apartments,
1187/37, Shivajinagar, Kanitkar Path,
Off. Ghole Road, Pune - 411 005.
Tel.: (020) 2553 4463 / 25536776 / 25539716
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Court:
Chamber No. 24,
New Lawyer's Chambers,
District Court Compound,
Shivajinagar, Pune - 411 005

SUPPLEMENT-1 TO TITLE REPORT

June 6, 2017

1. **DESCRIPTION OF PLOT:** All those portions aggregating to 9,292.15 square meters numbered as "Plot No.A" in the sanctioned layout comprising of

Village Borhadewadi Gat No.	Old Village Moshi Gat No.	Total Area "Hectare – Arc"	Subject Area "Square meters"
703	1067 (out of Survey No. 118/8)	00.35	1,553.85 lying on north
704	1068 (out of Survey No. 118/7)	00.33	1,425.64 lying on north
705	1069 (out of Survey No. 118/6)	1.50	6,312.66 lying on north west

of Taluka Haveli, District Pune, Within the Registration District of Pune, Sub-Registration of Taluka Haveli, Pune and the Municipal Corporation of Pimpri Chinchwad and which are *collectively* bounded by as under :

On or towards the East : Gat No. 751 and 667
On or towards the South : Plot No. B out of 703, 704 and 705
On or towards the West : 12 meter wide D. P. Road
On or towards the North : Gat No. 706 to 710

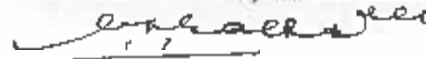
(hereinafter referred to as the said "PLOT")

2. **INSTRUCTIONS:**

- (a) Under instructions from one of the partners Dilip Madanlal Agarwal, of M/s.APEX BUILDERS, a partnership firm, having its registered office at: 1, Adams Court, 2nd Floor, Baner Road, Baner, Pune 411 045 (hereinafter referred to as the said "OWNER") I furnished Title Report dated 14.05.2015 (herein after referred to as the said "TITLE REPORT") on the basis of documents entrusted to me and information given to me.
- (b) I am now further instructed by the said Owner to further supplement the said Title Report.
- (c) This supplement therefore be read together with the said Title report.

3. **SEARCH:**

- (a) Sadashiv B. Pendlewad, Advocate of Pune, took further search/ online search in the offices of the Sub-Registrar, Haveli (Pune) pertaining to the said Plot *vide* Search Receipt No.4771 dated 02.05.2017 from the office of



the Joint Sub-Registrar (Class-2) at Haveli No. 15, for the period commencing from the year 2015 to till 2017 and issued his search report on 8.05.2017.

- (b) Except the transactions herein enumerated, no transaction pertaining to the said Plot or any transaction encumbering the said Plot was found.
- (c) Said search however, is subject to the registers not available in the said offices, the same either having been sent for binding or in torn condition or not available

4. **INFORMATION:**

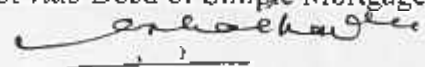
I collected information found necessary in respect of the said Plot from Dilip Madanlal Agarwal, one of the partners of the said Owner,

5. **DOCUMENTS SCRUTINIZED:** I have been entrusted with the photocopies of the said documents:

- (a) No Dues Certificate dated 26.07.2016 issued by Assistant General Manager, Bank of Maharashtra, Bajirao Road Branch, Pune
- (b) Deed of Simple Mortgage dated 12.04.2017 duly registered with the office of the Joint Sub-Registrar (Class-2) Haveli No. 15 at serial No. 3974/2017 executed by the Owner in favour of HDFC Ltd. Pune.
- (c) Commencement certificate No.BP/Moshi-Borhadewadi/29/2017 dated 29.04.2017 according sanction to the revision of the building plans on the said Plot.

6. **INCIDENCES:**

- (a) As mentioned in the said Title Report, the said Owner repaid the entire loan availed from Bank of Maharashtra, Bajirao Road Branch, Pune. Accordingly, the said bank issued 'no dues' certificate 26.07.2016 acknowledging receipt of the entire due amount, and further that there are no dues payable by the said Owner on that account. In view of section 17(2) (xi) of the Registration Act, 1908 this receipt / certificate would not require registration.
- (b) It appears that, said Owner mortgaged the said Plot along with structure standing thereon (*excluding 66 flats as per mentioned in the said deed of mortgage*) and availed a project loan to the tune of Rs. 30,00,00,000/- (rupees thirty crore only) from the HDFC Limited, Pune on the security for repayment by mortgaging the said Plot *vide Deed of Simple Mortgage,*



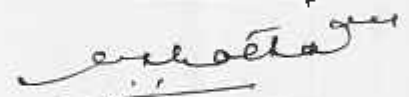
dated 12.04.2017, registered with the Joint Sub-Registrar (Class-2) Haveli No.15 at serial no. 3974/2017 on 02.05.2017.

- (c) The plans for construction of the building/s on the said Plot have been revised and accordingly, PCMC accorded its sanction thereto, *vide* Commencement certificate No.BP/Moshi-Borhadewadi/29/2017 dated 29.04.2017.
- (d) It is informed to me that, the work of development of the said Plot for construction of the building /s thereon, in the project known and styled as "Apostrophe at Moshi" has already commenced in accordance with the plans revised by the PCMC and certain flat purchasers have agreed to purchase the flats in the said Project being implemented by the said Owner on the said Plot and the said Owner have executed registered agreements to sell in favour of such purchasers.
- (e) On enforcement of the Real Estate (Regulation and Development) Act,2016 with effect from 01.05.2017, the said Project on the said Plot is recommended to be registered with the Real Estate Regulatory Authority under section 3 thereof.

7. **OPINION:**

On perusal of documents referred to above and on the basis of the information given to me, as referred to above, *subject to otherwise mentioned herein above*, I reiterate my opinion that,

- (a) the said Plot (described in paragraph 1 above) is owned by the said M/s.Apex Builders,
- (b) the said Plot is free from encumbrances and is marketable,
- (c) excluding various agreement to sell executed in favour of concerned purchasers of various flats in the said Project, the said Owner M/s.Apex Builders, is entitled to sell and dispose of other flats in the scheme to any intending purchasers.


Kiran Kothadiya
Advocate

KIRAN KOTHADIYA
B.Com. (Hons.), LL.M.
Advocate

In Reply Please
Quote Ref. No.

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Court:
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New Lawyer's Chambers,
District Court Compound,
Shivajinagar, Pune - 411 005

TITLE REPORT

May 14, 2015

1. **PLOT DESCRIPTION:**
All those portions aggregating to 9,292.15 sq.mt. numbered as "PLOT No.A" comprising of,

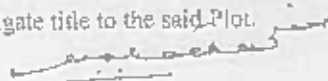
Village Borhadewadi Gat No.	Old village Moshi Gat No.	Total area "Hectare - Are"	SUBJECT AREA "sq.mt"
703	1067 (out of Survey No.118/8)	0.35	1,553.85 lying on north
704	1068 (out of Survey No.118/7)	0.33	1,423.64 lying on north
705	1069 (out of Survey No.118/6)	1.50	6,312.66 lying on north west

of Taluka Haveli, District Pune, within the Registration District of Pune, Sub-Registration Taluka Haveli, Pune, and the Municipal Corporation of Pimpri Chinchwad, and which are collectively bounded by as under:

- On or towards East : Gat No.751 and 667.
On or towards South : Plot B out of Gat No.703, 704 and 705,
On or towards West : 12 meter wide D P Road
On or towards North : Gat No.706 to 710.

(hereinafter referred to as the said "PLOT")

2. **INSTRUCTIONS:**
I am instructed by **DILIP MADANLAL AGARWAL**, a duly authorized partner of and for **M/s.APEX BUILDERS**, a partnership firm. The said firm is presently comprised of 6 (six) partners Dilip Madanlal Agarwal, Bharat Devkinandan Agarwal, Premnath Agarwal, Ashok Agarwal, Gopal Agarwal and Kasturi Housing Private Limited, having its office at 1, Adam Court, 2nd Floor, Baner, Pune: 411 045 (hereinafter referred to as the said "OWNER"), to investigate title to the said Plot.



3. **SEARCH:**

- (a) Advocate HN Jagtap Advocate took search in the concerned Sub-Registration Offices, Haveli, Pune, vide Application No.369/13 dated 04.12.2013, receipt No.0997170, relating to the said Plot, for the period from 1984 till 2013, and issued search report dated 06.01.2014. Further search for the years 2014-15 has been taken online by Advocate CG Saurkar, Pune vide receipt No.MH 00 6451960201415E, dated 17.03.2015.

- (b) It is informed to me that except the transactions herein recorded, no transaction relating to the said property or any transaction encumbering the said property was found to have been effected.

- (c) The said search however, is subject to the registers not available in the said offices, the same either having been sent for binding or in torn condition or not available.

4. **PUBLIC NOTICE:**

- (a) Advocate HN Jagtap issued public notice (i) dated 21.03.2013 in daily "Prabhat", a marathi news paper being published in and from Pune and (ii) dated 22.03.2013 in daily "Pudhari" a marathi news paper being published in and from Pune, inviting objections, if any, from concerned people, relating to the said Plot.

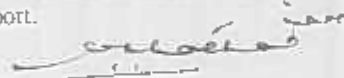
- (b) It is seen from his letter dated 03.12.2013, that he did not receive any objection or claim relating to the said Plot from any quarters in response to the said public notices.

5. **DOCUMENTS:**

I perused the photo copies of the following documents enumerated in ANNEXURE-1 given hereto, for the purposes of investigating the title to the said Plot.

6. **INFORMATION:**

Dilip Madanlal Agarwal representing M/s.Apex Builders, and Ajay Chordiya, representing Panchshil Recreation Club Private Limited (now amalgamated with Panchshil Hotels Private Limited, pursuant to order dated 05.09.2014, passed by the Hon'ble High Court of Judicature at Bombay, in Company Scheme Petition No.119/2014), furnished information for drawing this title report.

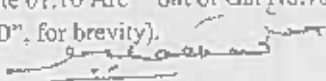


7. **INCIDENTS:**

- (a) The mutation entry No.1, dated 17.01.1970 of village Moshi, reveals that the Deputy Director of Land Records, Pune, implemented consolidation scheme under the Bombay Prevention of Fragmentation and Consolidation of Holdings Act,1947 (now named as the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act), with effect from 30.03.1969.
- (b) From mutation entry No.1, dated 10.08.1999 of village Borhadewadi, it is seen that as per the notification and corrigendum thereto, published under Section 4 of the Maharashtra Land Revenue Code,1966, separate revenue village Borhadewadi has been carved out of village Moshi, for which new *akkar band* (अकर बंद) and record of rights were drawn.
- (c) The combined effect of the above, discloses status of the concerned pieces of land (which are hereinafter referred to as the said "LARGER LAND"), as follows:

Survey Number of village Moshi	Gat Number of village Moshi	Gat Number of village BORHADEWADI
118/8, "Hectare 0.35 Are""	1067 "Hectare 0.35 Are""	703 "Hectare 0.35 Are""
118/7 "Hectare 0.33 Are""	1068 "Hectare 0.33 Are""	704 "Hectare 0.33 Are""
118/6 "Hectare 1.50 Are""	1069 "Hectare 1.50 Are""	705 "Hectare 1.50 Are""

- (d) The incidents emerging on perusal of mutation entries relating to the said Larger Land have been enumerated in ANNEXURE-2 given hereto.
- (e) The said Larger Land has been in 'residential zone' in the Development Plan relating to the area within the Municipal Corporation of the City of Pimpri Chinchwad, partly sanctioned w.e.f. 18.08.2009, as is also seen from the zone certificates listed in ANNEXURE-1 hereto.
- (f) As enumerated in both the ANNEXURES, by registered instruments, Panchshil Recreation Club Private Limited (now Panchshil Hotels Private Limited), purchased all those pieces of (i) land bearing Gat No.703, admeasuring "Hectare 0.35 Are"", Borhadewadi, (ii) land bearing Gat No.704, admeasuring "Hectare 0.33 Are"", Borhadewadi, and (iii) a portion lying on east, admeasuring "Hectate 01.10 Are"" out of Gat No.705 (hereinafter referred to as the said "LAND", for brevity).



- (g) It seen that Panchshil Recreation Club Private Limited had mortgaged the land bearing Gat No.705, Borhadewadi to Rupee Co-operative Bank Limited, a scheduled bank, as security for the loan availed by it. The said bank by its certificate dated 06.07.2004, issued by Assistant General Manager/ Assistant Branch Manager, Chinchwad Branch acknowledged to have received repayment of the loan together with interest and other charges availed by Panchshil Recreation Club Private Limited at loan a/c No.3594. In view of section 17(2)(xi) of the Registration Act,1908, this receipt/ certificate would not require registration.
- (h) Similarly, Panchshil Recreation Club Private Limited also appears to have availed a housing loan from IDBI Bank Limited *vide* loan a/c No.007675100032975 by depositing the title deeds pertaining to land bearing Gat No.705. From the letter dated 01.12.2014 issued by an authorized signatory, it is seen that the said loan also stands repaid and consequently, all documents of title then deposited were returned to said Panchshil Recreation Club Private Limited.
- (i) Consequently, both the mortgages referred to above stand redeemed on repayment of the said loan by Panchshil Recreation Club Private Limited.
- (j) The Municipal Corporation of the City of Pimpri Chinchwad, *vide* commencement certificate No.BP/ Layout/ Moshi-Borhadewadi/ 59/ 2013, dated 22.11.2013 sanctioned the sub-division layout of the said Land; (i) land bearing Gat No.703, admeasuring "Hectare 0.35 Are"", Borhadewadi, (ii) land bearing Gat No.704, admeasuring "Hectare 0.33 Are"", Borhadewadi, and (iii) a portion lying on east, admeasuring "Hectare 01.10 Are"" out of Gat No.705, whereby, two plots; 'Plot No.A' (which is the subject matter of this title report, and described in clause 1 above) and 'Plot No.B' have been carved out.
- (k) By registered agreement to sell, followed by the sale deed, as mentioned in the ANNEXURES given hereto, said Panchshil Recreation Club Private Limited sold the said Plot (described in clause 1 above) unto and in favour of the said Owner, M/s.Apex Builders.
- (l) The said Owner, M/s.Apex Builders also availed loan on from the Bank of Maharashtra, Bajirao Road Branch, Pune the security of the said Plot (described in clause 1 above) by deposit of title deeds pertaining thereto. The notice of intimation of mortgage by way of deposit of title deeds by the said Owner has been furnished to the Jt.Sub-Registrar (Class-2),

one scholar

Haveli No.18, Pune, at No.615/2014 under section 89B of the Registration Act,1908 (Maharashtra 2010 Amendment), and the rules framed thereunder

8. On perusal of the photocopies of documents enumerated in ANNEXURES and the information given to me, subject to otherwise mentioned herein, I am of the opinion that,
- (a) the said Plot (described in clause 1 above) is owned by, in occupation and possession of the said Owner; M/s.Apex Builders,
 - (b) subject to the mortgage of the said Plot (described in clause 1 above), the said Plot is free from encumbrances and is marketable,
 - (c) the said Owner; M/s.Apex Builders, is entitled to develop the said Plot, construct building/s thereon, comprising of independent residential and commercial blocks, commonly known as "ownership scheme" and dispose of the same to any intending purchaser.

Kiran Kothadiya
Advocate

ANNEXURE-1
(photocopies of the documents perused)

Sr	Particulars
1	VF No.7/12 of Survey No.118/6, 118/7 and 118/8 from 1950 till 1970
2	VF No.7/12 of Gat No.1067, 1068 and 1069 from 1970 till 1989
2	VF No.7/12 of Gat No.703, 704 and 705 from 1989 till 2013
3	Consolidation Scheme Extract relating to Old Gat No.1067, 1068 and 1969 of village Moshi
4	Relevant extracts of VF No.6, called mutation entries, relating to the said land, during the period from 1950 till 2013
5	Demarcation of Gat Nos.703, 704 and 705 of village Borhadewadi, vide Mojni Register No.2983/13, measured on 22.04.2013, by the City Survey Officer Pimpri Chinchwad, under the Maharashtra Land Revenue (Boundaries and Boundary Marks) Rules,1969, framed under Chapter-IX of the Maharashtra Land Revenue Code, 1966
6	Zone Certificate Numbers : Zone/ 2/ 564/ 2013, 565/2013, 566/2013 all dated 08.04.2013 relating to Gat Nos.703, 704 and 705 issued by the Asst. City Engineer, Pimpri Chinchwad Municipal Corporation



7	Commencement Certificate No.BP/ Moshi/ I/ 1999 dated 19.06.1999 permitting construction of the building on Gat No.705, issued by the Pimpri Chinchwad Municipal Corporation
8	Order dated 03.08.2001 bearing No.PRH/ NA/ SR/ 426/ III/ 2001 issued by the Collector of Pune, permitting non-agricultural use of the portion of Gat No.705 for the purposes of commercial, under Section 44 of the Maharashtra Land Revenue Code, 1966
9	Order dated 24.07.2014 bearing No.PMH/ NA/ SR/ 79/ 2014, issued by the Collector, Pune, under section 44 of the Maharashtra Land Revenue Code, 1966, pertaining to the said Plot
10	ULC order dated 11.01.1999, vide case No.343/P (PVT) issued by the Dy. Collector and Competent Authority No.II, Pune Urban Agglomeration Pune, inter alia relating to Gat Nos.704 and 705.
11	Commencement certificate No.BP/ Layout/ Moshi/ Borhadevadi/ 54/2013 dated 22.11.2013 issued by the Pimpri Chinchwad Municipal Corporation

Sr. No.	Document, date, Reg. No. and land,	Executed by and in favour of
1	Power of Attorney dated 20.05.1997 of a portion admeasuring "Hectare 1.10 Are" out of Gat No.705	Kesu Bhau Borhade and others in favour of Baban Bhausabe Borhade and Shripati Dyanoba Borhade
2	Power of Attorney dated 14.08.1997, of Gat No.704 and 705	Dyanoba Rambhau Borhade and others in favour of Shreepati Dyanoba Borhade
3	Development Agreement and Power of Attorney dated 14.08.1997, Reg.No.5106/1997, Power of Attorney at Attestation No.206/97 of portion admeasuring "Hectare 0.35 Are" out of Gat No.705, in compliance thereof Sale Deed dated 28.12.2001, Reg.No.10214/2001, Haveli No.8.	Parshuram Rambhau Borhade and others in favour of Panchshil Recreation Club Private Limited
4	Development Agreement and Power of Attorney dated 14.08.1997, Reg.No.5105/1997, Power of Attorney Attestation No.205/97 of portion admeasuring "Hectare 0.75 Are" out of Gat No.705, in compliance thereof Sale Deed dated 28.12.2001, Reg.No.10213/2001, Haveli No.8.	Kesu Bhau Borhade and others in favour of Panchshil Recreation Club Private Limited
5	Development Agreement and Power of Attorney dated 15.04.1999, Reg.No.1633/1999, Attested No.123/99, Haveli No.8 of portion admeasuring "Hectare	Bhimrao Sopana Borhade in favour of Panchshil Recreation Club Private Limited

	0.26 Are" out of Gat No.704, in compliance	
6	Development Agreement and Power of Attorney both dated 13.05.1998, Reg. No.2301/98 and 2302/98, New No.7817/01 Haveli No. 8, of portion admeasuring 17.5 Are" in compliance thereof Sale deed 28.12.2001, Reg. No. 10215/01, Haveli No.8 of portion admeasuring "Hectare 0.17.5 Are""	Kesu Bhau Borhade and others in favour of Panchshil Recreation Club Private Limited
7	Deed of Mortgage dated 04.12.1998, Reg.No.5428/98 by its new No.7830/2001 Haveli No.8 of portion admeasuring "Hectare 1.10 Are"" out of Gat No.705	Panchshil Recreation Club Private Limited by its director Ajay Ishwardas Chordiya in favour of Rupee Co-operative Bank
8	Certificate dated 06.07.2004, issued by Rupee Co-operative Bank Limited addressed to Panchshil Recreation Club Private Limited	Acknowledging repayment of the entire loan availed on Gat No.705 by Panchshil Recreation Club Private Limited
9	Sale Deed dated 28.12.2001, Reg.No.10216/2001 of portion admeasuring "Hectare 0.26 Are"" out of Gat No.704	Bhimrao Sopan Borhade and others in favour of Panchshil Recreation Club Private Limited
10	Sale Deed dated 30.05.2005, Reg.No.35552005 of portion admeasuring "Hectare 0.17.5 Are" out of Gat No.703	Baburao Bhau Borhade and others in favour of Panchshil Recreation Club Private Limited
11	Sale Deed dated 08.09.2009, Reg.No.8043/2009 of portion admeasuring "Hectare 0.07 Are" out of Gat No.704	Vithal Parsuram Borhade and others in favour of Panchshil Recreation Club Private Limited
12	Agreement to Sell and Power of Attorney both dated 24.06.2013, Reg.No.5274/2013, 5275/2013 Haveli No.5, of (i) portion admeasuring 1,533.85 sq.mt. out of Gat No.703, (ii) portion admeasuring 1,425.64 sq.mt. out of Gat No.704 (iii) portion admeasuring 6,311.60 sq.mt. out of Gat No.705	Panchshil Recreation Club Private Limited by its director Ajay Ishwardas Chordiya in favour of M/s Apex Builders.
13	Sale Deed dated 06.12.2013, Reg.No.1884/2013, Haveli No.5, of (i) portion admeasuring 1,533.85 sq.mt. out of Gat No.703, (ii) portion admeasuring 1,425.64 sq.mt. out of Gat No.704 (iii)	Panchshil Recreation Club Private Limited by its director Ajay Ishwardas Chordiya in favour of M/s Apex Builders.

(Signature)

	portion admeasuring 6,312.60 sq.mt. out of Gat No.705	
14	Letter dated 01.12.2014 issued by IDBI Bank Limited to Panchshil Recreation Club Private Limited	Acknowledging repayment of the entire loan availed by Panchshil Recreation Club Private Limited and returning the original title deeds pertaining to Gat No.705
15	Memorandum of Deposit of Title Deeds dated 23.08.2014, notice whereof, was furnished with the Jt.Sub-Registrar (Class-2), Haveli No.18, Pune, at No.615/2014 under section 89B of the Registration Act,1908 (Maharashtra 2010 Amendment), and the rules framed thereunder	The said Owner M/s.Apex Builders availed loan on the security of the said Plot

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ANNEXURE-2

(incidents emerging from mutation entries)

Survey No.118/8 village Moshi, Gat No.1067 of village Moshi, now numbered as Gat No.703 of village Borhadewadi:

ME/ date	Particulars
1 17.01.1970	Effect of implementation of sanctioned amalgamation scheme published in MGG Part-I dated 20.02.1969 given. On perusal of consolidation scheme extract shows the name of Bhau Bala Borhade as the owner at <i>khata</i> No.245 of this land.
1325 22.07.1986	Bhau Bala Borhade died on 03.02.86. The names of his sons (1) Bhiku Bhau Borhade (2) Kesu Bhau Borhade (3) Baburao Bhau Borhade (4) Baban Bhau Borhade, and wife Thakubai Bhau Borhade were entered in 'holder and occupant column', while the names of his daughters Kisnabai Baban Thakur, Mathubai Mahadev Chaudhary, Rakhnabai Govind Raut, and Phulabai Raghunath Bhoir were entered in the 'other rights column' in VF 7/7A/12.
373 10.02.1994	Bhiku Bhau Borharde died on 07.12.92. The names of his heirs namely (1) Smt. Kondibai Bhiku Borhade (2) Laxman Bhiku Borhade (3) Dattoba alias Dattu Bhiku Borhade (4) Vilas Bhiku Borhade (5) Jagannath Bhiku Borhade (6) Sarubai Yadav Kaspate (7) Anjanabai Kisan Pachpute (8) Dwaraka Santosh Bhutude (9) Barakabai Nivruti Gadare were entered in the 'holder and occupant column' in VF 7/7A/12

1859 08.01.2002	(1) Kesu Bhau Borhade (2) Laxman Bhiku Borhade (3) Dattoa alias Dattu Bhiku Borhade (4) Vilas Bhiku Borhade (5) Jagannath Bhiku Borhade (6) Sarubai Yadav Kaspute (7) Anjanabai Kisan Pachpute (8) Dwaraka Santosh Bhutude (9) Barakabai Nivruti Gadare (10) Hirabai Pandharinath Yevale, (11) Rambhau Kesu Borhade (12) Tukaram Kesu Borhade (13) Rajaram Kesu Borhade (14) Tanaji Kesu Borhade (15) Shankar Kesu Borhade, (16) Shivaji Kesu Borhade vide a Sale deed dated 28.12.2001, Reg No.10215/01, Haveli No.8 sold, transferred and conveyed to/in favor of Panchshil Recreation Club Private Limited, an area admeasuring 17.05 Are" out of the said Gat No.703 and the name of Panchshil Recreation Club Private Limited 'holder and occupant column' in VF 7/7A/12 with respect to the said area.
2101 19.01.2004	Kesu Bhau Borhade died on 21.10.1983, the names of his legal heirs (1) Rambhau Kesu Borhade (2) Tukaram Kesu Borhade (3) Rajaram Kesu Borhade (4) Tanaji Kesu Borhade (5) Shankar Kesu Borhade (6) Shivaji Kesu Borhade (7) Hirabai Pandharinath Yevale and (8) Vesubai Kesu Borhade were entered in the 'holder and occupant column' in VF 7/7A/12.
2133 29.06.2004	Thakubai Bhau Borhade died on 12.03.96 the names of her heirs (1) Kesu Bhau Borhade, (2) Baburao Bhau Borhade (3) Baban Bhau Borhade (4) Kisanbai Baban Thakur (5) Mathubai Mahadev Chaudhary (6) Rakhnabai Govind Raut (7) Phulebai Raghunath Bhoir were entered in the 'holder and occupant column' in VF 7/7A/12
3623 12.11.2009	(1) Baburao Bhau Borhade, (2) Baban Bhau Borhade, (3) Kisanbai Baban Thakur, (4) Mathubai Mahadev Chaudhari, (5) Rakhnabai Govind Raut, (6) Phulebai Raghunath Bhoir sold, transferred and conveyed an area admeasuring 17.05 Are" out of the said Gat No.703 to Panchshil Recreation Club Private Limited by sale deed dated 30.05.2005, Reg.No.3555/05 Haveli No.14 and the name of Panchshil Recreation Club Private Limited was entered in the VF 7/7A/12 with respect to the said area.

Survey No.118/7 village Moshi, Gat No.1068 of village Moshi, now numbered as Gat No.704 of village Borhadewadi:

ME date	Particulars
3218 24.09.1950	Rambhau Krishnaji Borhade died on 02.09.1950, leaving behind his legal heirs namely (1) Nivrutti Rama Borhade, (2) Sopan Rama Borhade, (3) Parshuram Rama Borhade, (4) Dnyanu Rama Borhade, (5) Sudam Rama Borhade, (6) Ranganath Rama Borhade, (7) Shankar Rama Borhade, (8) Pandurang Rama Borhade and (9) Hanumant Rama Borhade, and the name of Nivrutti Rama Borhade was entered as HUF manager was entered in the VF 7/7A/12

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17.01.1970	Effect of implementation of sanctioned amalgamation scheme published in MGG Part-I dated 20.02.1969 given: On perusal of consolidation scheme extract shows the name of Nivrutti Rama Borhade(HUF) as the owner at <i>khata</i> No.174 of this land
1176 28.07.1985	Application by Nivrutti Rama Borhade for removal of remarks of HUF and entry of annewari of each member (1) Nivrutti Rama Borhade 1 Anna 10 pai (2) Bhimrao Sopan Borhade 1 Anna 10 pai (3) Parshuram Rama Borhade 1 Anna 10 pai (4) Dnyanoba Rama Borhade 1 Anna 9 pai (5) Sudam Rama Borhade 1 Anna 9 pai (6) Ranganath Rama Borhade 1 Anna 9 pai (7) Shankar Rama Borhade 1 Anna 9 pai (8) Pandurang/Devram Rama Borhade 1 Anna 9 pai and (9) Hanuman Ram Borhade 1 Anna 9 pai Name of Pandurang appears as Devram and name of Bhimrao instead of Sopan
1621 05.07.1988	E-Karar created by Nivrutti Rambhau Borhade of Rs.10, 000/- in favour Moshi Vikas Society and accordingly name of the said Bank entered in the 'other rights column' in VF 7/7A/12
145 25.03.1991	Nivrutti Rambhau Borhade died on 17.03.1990, the name of his widow Smt. Chandrabhaga Nivruti Borhade and his son Bhagwan Nivruti Borhade were entered in 'holder and occupant column' and names of his daughters (1) Mrs. Kausalya Hiranman Saste (2) Indumati Namdev Muluk and (3) Mrs. Lilabai Pralhad Butte were entered in the 'other rights column' in VF 7/7A/12
1675 09.11.2000	Ranganath Rama Borhade died on 05.06.1998, the names of his heirs Madhukar Ranganath Borhade, Gitabai Ranganath Borhade, Alka Dhondiba More and Sadhna Sajjan Tapkir were entered in the 'holder and occupant column' in VF 7/7A/12.
1862 08.01.2002	(1)Bhimrao Sopan Borhade, (2) Dnyanoba Rambhau Borhade, (3) Sudam Rambhau Borhade, (4) Ranganath Rambhau Borhade, (5) Devram Rambhau Borhade, (6) Hanuman Rambhau Borhade, (7) Smt. Chandrabhaga Nivruti Borhade, (8) Bhagwan Nivruti Borhade with the consent of (1) Smt. Tanubai Sopan Borhade, (2) Gulaba Dnyanoba Borhade, (3) Madhukar Ranganath Borhade, Ananda Devram Borhade, (4) Narayan Devram Borhade, (5) Santosh Devram Borhade, (6) Machindra Hanuman Borhade, (7) Mrs. Kausalya Hiranman Saste, (8) Mrs. Indumati Namdeo Muluk, (9) Mrs. Lilabai Pralhad Butte, (10) Mrs. Hjabai Ranganth Borhade, (11) Mrs. Alaka Dhondiba Borhade, (12) Sadhana Sanjay Tapkir, (13) Mrs. Yamuna Dnyanoba Borhade, (14) Mrs. Sulochna Chandrakant Saste, (15) Mrs. Chaguna Prabhakar Tapkir, (16) Mrs. Janaki Sudam Borhade, (17) Smt. Mina Murlidhar Borhade, (18) Mrs. Nanada Shivaji Mulik, (19) Mrs. Sunita Raghunath Kalbhor, (20) Mrs. Anjana Devram Borhade, (21) Mrs. Mayura Dashrath Tapkir, (22) Mrs. Subhadra Hanuman Borhade and (23) Mrs. Shantabai Arun Gavhane by a Sale

	deed dated 28.12.2001 (bearing Reg No.10216/01, Haveli 8) sold, transferred and conveyed to in favour of Panchshil Recreation Club Private Limited with respect to an area admeasuring "Hectare 00.26 Are" and the name of Panchshil Recreation Club Private Limited was entered in the VF 7/7A/12 with respect to the said area
2088 21.10.2003	Parshuram Rambhau Borhade died on 25.08.2002, the names of his heirs (1) Vithal Parshuram Borhade, (2) Shivaji Parshuram Borhade, (3) Bapusaheb Parshuram Borhade, (4) Sharad Parshuram Borhade, (5) Mrs. Sindubai Vithal Muluk, (6) Mandabai Yashwant Kate and (7) Mrs. Ranjana Nivruti Kalbhor were entered in the 'holder and occupant column' in VF 7/7A/12
2332 05.09.2005	Bhimrao Sopana Borhade and Dnyona Rambhau Borhade availed loan from UTI Bank Limited, of Rs.4, 89,000/- on 01.08.2005, hence name of bank in the Other rights column in the VF 7/7A/12.
2429 06.02.2006	Dnyoba Rambhau Borhade and Smt. Dnyoba Borhade took loan from Bank of Baroda of Rs. 4,80,000/- hence the name of bank entered in the other rights column in the VF 7/7A/12
3622 02.11.09	(1) Vithal Parshuram Borhade, (2) Shivaji Parshuram Borhade, (3) Bapusaheb Parshuram Borhade, (4) Sharad Parshuram Borhade, (5) Mrs. Sindubai Vithal Muluk, (6) Mandabai Yashwant Kate, (7) Ranjana Nivruti Kalbhor with the consent of (1) Shankar Rambhau Borhade, (2) Abhinath Shankar Borhade, (3) Subhash Shankar Borhade, (4) Asha Dattatray Bhondave, (5) Chaya Chaurung Dherange, portion admeasuring "Hectare 00.07 Are" to Panchshil Recreation Club Private Limited vide Deed Of Sale dated 08.09.2009 H-17 no.8043/09 and the name of Panchshil Recreation Club Private Limited was entered in the VF 7/7A/12 with respect to the said area
3633 05.12.2009	Loan repaid by Panchshil Recreation Club Private Limited, of the loan taken by Bhimrao Borhade from UTI bank, hence name of the bank removed from the other rights column.
3387 30.03.2009	Sudam Rambhau Borhade died on 31.08.08, the names of his legal heirs (1) Mina Murlidhar Borhade, (2) Nanda Shivji Rao Muluk, (3) Kalpana Govind Phaluk, (4) Sunita Raghunath Kalbhor and (5) Anita Nitin Juke were entered in the 'holder and occupant column' in VF 7/7A/12
4322 01.03.2011	Shriyati Dynoba Borhade and Dynoba Rambhau Borhadere paid the loan of Rs.4,80,000/- availed from Bank of Baroda hence name of the bank deleted from the 'Other rights of the in VF 7/7A/12.
4537 06.07.2011	Bhiram Sopan Borhade and Dynoba Rambhau Borhade repaid loan availed from Axis Bank, hence name of the bank deleted from the 'Other rights of the in VF 7/7A/12 .

[Signature]

Survey No.118/6 village Moshi, Gat No.1069 of village Moshi, now numbered as Gat No.705 of village Borhadewadi.

ME/ date	Particulars
3218 24.09.1950	Rambhau Krishnaji Borhade died on 02.09.1950, leaving behind his legal heirs namely (1) Nivrutti Rama Borhade, (2) Sopan Rama Borhade, (3) Parshuram Rama Borhade, (4) Dnyanu Rama Borhade, (5) Sudam Rama Borhade, (6) Ranganath Rama Borhade, (7) Shankar Rama Borhade, (8) Pandurang Rama Borhade and (9) Hanuman Ram Borhade, and the name of Nivrutti Rama Borhade was entered as HUF manager was entered in the VF 7/7A/12
4418 30.09.1966	Nivrutti Rambhau Borhade availed tagai loan of Rs.4000/-
1 17.01.1970	Effect of implementation of sanctioned amalgamation scheme published in MGG Part-I dated 20.02.1969 given. On perusal of consolidation scheme extract shows the name of Bhau Bala Borhade and Nivrutti Rama Borhade(HUF) as the owner at <i>khata</i> No.575 of this land
1176 28.07.1985	Application by Nivrutti Rama Borhade for removal of remarks of HUF and entry of annewari of each member (1) Nivrutti Rama Borhade 1 Anna 10 pai (2) Bhimrao Sopan Borhade 1 Anna 10 pai (3) Parshuram Rama Borhade 1 Anna 10 pai (4) Dnyanoba Rama Borhade 1 Anna 9 pai (5) Sudam Rama Borhade 1 Anna 9 pai (6) Ranganath Rama Borhade 1 Anna 9 pai (7) Shankar Rama Borhade 1 Anna 9 pai (8) Pandurang/Devram Rama Borhade 1 Anna 9 pai and (9) Hanuman Ram Borhade 1 Anna 9 pai. Name of Pandurang appears as Devram and name of Bhimrao instead of Sopan
1325 22.07.1986	Bhau Bala Borhade died on 03.02.86. The names of his sons (1) Bhiku Bhau Borhade (2) Kesu Bhau Borhade (3) Baburao Bhau Borhade (4) Baban Bhau Borhade, and wife Thakubai Bhau Borhade were entered in 'holder and occupant column', while the names of his daughters Kisnabai Baban Thakur, Mathubai Mahadev Chaudhary, Rakhnabai Govind Rant, and Phulabai Raghunath Bhoir were entered in the 'other rights column' in VF 7/7A/12.
1615 24.06.1988	Nivrutti Rama Borhade, Bhimrao Sopan Borhade, Parshuram Rama Borhade, Dnyanoba Rama Borhade, Sudam Rama Borhade, Ranganath Rama Borhade, Shankar Rama Borhade, Pandurang/Devram Rama Borhade and Hanuman Ram Borhade sold portion measuring "Hectare 00.40 Acre" to Abbas Sulman Talamboli and others vide a Deed of Sale dated 13.05.88
1776 20.04.1989	Tagai loan repaid

145 25.03.1991	Nivruti Rambhau Borhade died on 17.03.1990, the name of his widow Smt. Chandrabhaga Nivruti Borhade and his son Bhagwan Nivruti Borhade were entered in 'holder and occupant column' and names of his daughters (1) Mrs. Kausalya Hiranman Saste (2) Indumati Nandev Muluk and (3) Mrs. Lilabai Pralhad Butte were entered in the 'other rights column' in VF 7/7A/12
373 10.02.1994	Bhiku Bhanu Borhade died on 07.12.92, The names of his heirs namely (1) Smt. Kondibai Bhiku Borhade (2) Laxman Bhiku Borhade (3) Dattoba alias Dattu Bhiku Borhade (4) Vilas Bhiku Borhade (5) Jagannath Bhiku Borhade (6) Sarubai Yadav Kaspate (7) Anjanabai Kisan Pachpute (8) Dwaraka Santosh Bhutude (9) Barakabai Nivruti Gadare were entered in the 'holder and occupant column' in VF 7/7A/12
825 06.03.1997	Order by Tehsildar to remove the remark of 84C of BTAI Act.
1124 14.10.1997	Abhay Kumar Gadiya and others purchased land admeasuring "Hectare 00.06 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1125 14.10.1997	Suresh Hastimal Gadiya and others purchased land admeasuring "Hectare 00.06 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1126 14.10.1997	Prashant Nandlal Kankriya purchased land admeasuring "Hectare 00.02.5 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1127 14.10.1997	Deepchand K. Khandelwal purchased land admeasuring "Hectare 00.02.5 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1128 14.10.1997	Kamlesh Popatlal Khandelwal purchased land admeasuring "Hectare 00.02.5 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1129 14.10.1997	Shailesh K. Khandelwal purchased land admeasuring "Hectare 00.02.5 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1130 14.10.1997	Badambai Popatlal Oswal purchased land admeasuring "Hectare 00.02.5 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1131 14.10.1997	Jaykumar Nabar purchased land admeasuring "Hectare 00.02.5 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1132 14.10.1997	Chandmal Singvi purchased land admeasuring "Hectare 00.05.2 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1133 14.10.1997	Mangalkumar H. Gadiya purchased land admeasuring "Hectare 00.07.8 Are" from Talamboli and others vide Sale Deed dated 21.08.97
1675 09.11.2000	Ranganath Rama Borhade died on 05.06.1998, the names of his heirs (1) Madhukar Ranganath Borhade, (2) Gitabai Ranganath Borhade, (3) Alka Dhondiba More and (4) Sadhna Sajjan Tapkir were entered in the 'holder and occupant column' in VF 7/7A/12.

1860 08.10.2002	(1) Parshuram Rambhau Borhade, (2) Dnyanoba Rambhau Borhade, (3) Sudam Rambhau Borhade, (4) Ranganath Rambhau Borhade, (5) Ranganath Rambhau Borhade, (6) Shankar Rambhau Borhade, (7) Hanumanth Rambhau Borhade, Devram Rambhau Borhade, (8) Bimrao Sopana Borhade, (9) (10) Smt. Chandrabhaga Nivruti Borhade, (11) Bhagwan Nivruti Borhade, (12) Mrs. Kausalya Hiranman Saste, (13) Indumati Nandev Muluk, (14) Mrs. Lilabai Pralhad Butte with the consent of Vitthal Parsuram Borhade and others sold, transferred and conveyed by a Sale deed dated 28.12.2001 (10214/01), Haveli- 08 in favour of Panchshil Recreation Club Private Limited an area admeasuring "Hectare 00.35 Are", and the name of Panchshil Recreation Club Private Limited was entered in the VF 7/7A/12 with respect to the said area
1861 08.10.2002	(1) Kesu Bhau Borhade, (2) Baburao Bhau Borhade, (3) Baban Bhau Borhade, (4) Laxman Bhiku Borhade, (5) Dattoba alias Dattu Bhiku Borhade, (6) Vilas Bhiku Borhade, (7) Jagannath Bhiku Borhade, (8) Sarubai Yadav Kaspate, (9) Anjanabai Kisan Pachpure, (10) Dwaraka Santosh Bhutude, (11) Barakabai Nivruti Gadare, (12) Rambhau Kesu Borhade, (13) Tukaram Kesu Borhade, (14) Rajaram Kesu Borhade, (15) Tanaji Kesu Borhade, (16) Shankar Kesu Borhade, (17) Kaluram Baburao Borhade, (18) Nandu Baburao Borhade, (19) Barku Baburao Borhade, (20) Sambaji Baburao Borhade, (21) Ankush Baburao Borhade, (22) Sudhir Baburao Borhade, (23) Ganesh Baban Borhade, (24) Manesh Baban Borhade, (25) Kisanabai Baban Thakur, (26) Mathubai Mahadev Chaudhari, (27) Rakhmanabai Govind Ram, (28) Phulabai Raghunath Bhoir sold, transferred and conveyed by a Sale deed dated 28.12.2001 (10213/01), Haveli- 08 in favour of Panchshil Recreation Club Private Limited an area admeasuring "Hectare 00.75 Arc" and the name of Panchshil Recreation Club Private Limited was entered in the VF 7/7A/12 with respect to the said area
2088 21.10.2003	Parshuram Rambhau Borhade died on 25.08.2002, the names of his heirs (1) Vitthal Parshuram Borhade, (2) Shivaji Parshuram Borhade, (3) Bapusaheb Parshuram Borhade, (4) Sharad Parshuram Borhade, (5) Mrs. Sindubai Vitthal Muluk, (6) Mandabai Yashwant Kate and (7) Mrs. Ranjana Nivruti Kalbhor were entered in the 'holder and occupant column' in VF 7/7A/12
2101 19.01.2004	Kesu Bhau Borhade died on 21.10.1983, the names of his legal heirs (1) Rambhau Kesu Borhade (2) Tukaram Kesu Borhade (3) Rajaram Kesu Borhade (4) Tanaji Kesu Borhade (5) Shankar Kesu Borhade (6) Shivaji Kesu Borhade (7) Hirabai Pandharinath Yevule and (8) Vesubai Kesu Borhade were entered in the 'holder and occupant column' in VF 7/7A/12.
2133 29.06.2004	Thakubai Bhau Borhade died on 12.03.96 the names of her heirs (1) Kesu Bhau Borhade, (2) Baburao Bhau Borhade (3) Baban Bhau Borhade (4) Kisanabai Baban Thakur (5) Mathubai

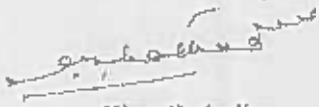
[Signature]

	Mahadev Chaudhary (6) Rakhmabai Govind Raut (7) Phulebai Raghunath Bhoir were entered in the 'holder and occupant column' in VF 7/7A/12
2167 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased an area admeasuring "Hectare 00.02.5 Are" vide Sale Deed dated 06.01.2004 from Sou. Badambai Popatlal Oswal
2168 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased an area "Hectare 00.05.2 Arc" vide Sale Deed dated 06.01.2004 from Chandmal Mishwalal Singvi and Pravinkumar Surana
2169 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased area admeasuring "Hectare 00.02.5 Are" vide Sale Deed dated 06.01.2004 from Jaykumar Shantilal Nahar
2170 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased area admeasuring "Hectare 00.06 Arc" vide Sale Deed dated 06.01.2004 from Abhaykumar Hasrilmal Gadiya and Nandkumar Manikchand Ostwal
2171 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased area admeasuring "Hectare 00.06 Arc" vide Sale Deed dated 06.01.2004 from Sharadkumar Manikchand Lunawat and Suresh Hastimal Gadiya
2172 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased an area admeasuring "Hectare 00.07 Arc" vide Sale Deed dated 06.01.2004 from Mangalkumar Hastimal Gadiya and Vijaykumar Manikchand Lunawat
2173 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased an area "Hectare 00.02.5 Are" vide Sale Deed dated 06.01.2004 from Shailesh Kapurchand Khandelwal
2174 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased an area "Hectare 00.02.5 Are" vide Sale Deed dated 06.01.2004 from Prashant Nandlal Kankirya
2175 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased an area "Hectare 00.02.5 Are" vide Sale Deed dated 06.01.2004 from Deepakchand Keshavlal Khandelwal
2176 06.09.2004	M/s. Warke Developers Private Limited through Director Sahrda Suresh Warke purchased an area "Hectare 00.02.5 Arc" vide Sale Deed dated 06.01.2004 from Kamlesh Kumar Popatlal Khandelwal
2332 05.09.2005	Bhimrao Sopana Borhade and Onyona Rambhau Borhade availed loan from UTI Bank Limited, of Rs.4, 89,000/- on 01.08.05, hence name of bank in the Other rights column in the VF 7/7A/12.

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4322 01.03.2011	Shripati Dynoba Borhade and Dynoba Rambhau Borhadere paid the loan of Rs. 4,80,000/- availed from Bank of Baroda hence name of the bank deleted from the 'Other rights of the in VF 7/7A/12.
4537 06.07.2011	Bhiram Sopan Borhade and Dynoba Rambhau Borhade repaid loan availed from Axis Bank, hence name of the bank deleted from the 'Other rights of the in VF 7/7A/12
5530 27.01.2015	M/s.Apex Builders through partner Dilip Madanlal Agarwal purchased the said Plot (described in clause-1 above) from Panchshil Recreation Club Private Limited by the sale deed 06.12.2013, registered with the Sub-Registrar, Haveli No.25, at serial No.1884/2013.

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Kiran Kothadiya
Advocate