

# K. P. MAHAJAN

B.A.L.L.B.

**ADVOCATE HIGH COURT**

Office : 202, Ishan Building, M. Phule Road, Vishnu Nagar, Dombivali (W)

☎ : 0251 - 2497195 / Mobile : 9869997652

## FORMAT-A

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

To

**Maha RERA,**

Housefin Bhavan,

Plot No. C - 21,

Bandra Kurla Complex,

Bandra (East),

Mumbai 400051.

## LEGAL TITLE REPORT

**Sub.: Title Clearance Certificate with respect to ALL THAT pieces and parcels**

Survey No. / Hissa No.	Area as per Deed of Conveyance / Agreement for Sale (in sq. mtrs)	Defined Term
126/1	3471 out of 3800	<b>First Property</b>
126/2	3571 out of 3900	<b>Second Property</b>
126/3	12,800 out of 14600	<b>Third Property</b>
127/2	7,700	<b>Fourth Property</b>
127/3	3,000	<b>Fifth Property</b>
127/4	3,200	<b>Sixth Property</b>
128/1/1	3279 out of 3600	<b>Seventh Property</b>
128/1/2	3279 out of 3600	<b>Eighth Property</b>
128/2/A	11100 out of 50600	<b>Ninth Property</b>
128/2/1	300 out of 2500	<b>Tenth Property</b>
129/1/1	170	<b>Eleventh Property</b>
129/2/1	1500	<b>Twelveth Property</b>
129/2/2	3000	<b>Thirteenth Property</b>
<b>Total</b>	<b>56370 out of 101170</b>	

**totally admeasuring 56370 sq.mtrs. or thereabout lying being and situate at Village Hinjawadi, Taluka Mulshi and District Pune (for the sake of brevity individually referred to as “First Property to Thirteenth Property” and briefly collectively referred to as “the said Property”).**

- 1) I have investigated the title of said Property at the request of (i) Lodha Developers Limited (formerly known as Macrotech Developers Limited) a company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001 and (ii) Precisehomes Constructions Private Limited a company incorporated under the Companies Act, 2013, having its registered office at L-111, Drams the Mall, Bhandup West, Mumbai, (“**Companies**”) (“**Companies**”) and inter alia on the basis and relying upon the perusal of

- (i) photocopies of certain documents of title and papers as made available to me;
- (ii) Revenue Records;
- (iii) Sub-Registrar Office (SRO) Search Report dated 10/09/2022 issued by Rajendra

- Jaigude, Advocate and Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk in respect of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2;
- (iv) Sub-Registrar Office (SRO) Search Report dated 03/07/2024 issued by Mr. Manoj Satam, Title Investigator and Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2;
  - (v) Registrar of Companies (ROC) Search Report dated 30th August, 2022 issued by Simply CERSAI in respect of Paranjape Schemes (Construction) Limited ("PSCL");
  - (vi) ROC Search Report dated 30th August, 2022 issued by Simply CERSAI and 11<sup>th</sup> June 2025 issued by ANG & Co in respect of P.S.C. Properties Private Limited ("PPPL");
  - (vii) ROC Search Report dated 20th September, 2022 issued by Simply CERSAI and 11<sup>th</sup> June 2025 issued by ANG & Co in respect of Linker Shelter Private Limited ("LSPL");
  - (viii) ROC Search Report dated 5<sup>th</sup> June 2025 and 11<sup>th</sup> June 2025 issued by ANG & Co in respect of Precishomes Constructions Private Limited (PCPL) in respect of property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1, 128/1/2 and 129/1/1, 129/2/1 and 129/2/2;
  - (ix) ROC Search Report dated 11<sup>th</sup> June 2025 and 12<sup>th</sup> June 2025 issued by ANG & Co in respect of Macrotech Developers Limited (MDL) in respect of property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1, 128/1/2 and 129/1/1, 129/2/1 and 129/2/2;
  - (x) Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) Report dated 9<sup>th</sup> June, 2025, 5<sup>th</sup> June, 2025 and 9<sup>th</sup> June, 2025 issued by ANG & Co in respect of MDL, PCPL and property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2;
  - (xi) CERSAI Report dated 9<sup>th</sup> June, 2025, 11<sup>th</sup> June, 2025, 11<sup>th</sup> June, 2025 and 11<sup>th</sup> June, 2025 issued by ANG & Co in respect of MDL, PCPL, LSPL, PSC-PPL and property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2;
  - (xii) Searches conducted on the Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) dated (i) 23<sup>rd</sup> July 2024 in respect of property bearing Survey No. 128/2/1, (ii) 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and (iii) dated 31<sup>st</sup> August 2024 PSC Properties Private Limited all issued by Cubictree Technology Solutions Private Limited;
  - (xiii) Online Litigation Searches dated 4<sup>th</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and dated 31<sup>st</sup> August 2024 in respect of PSC Properties Private Limited;
  - (xiv) Searches conducted in the office of the Sub Registrar of Assurances dated 16<sup>th</sup> August 2024 issued by Mr. Vishwas Daware in respect of Survey No. 128/2 and dated 16<sup>th</sup> September 2024 issued by Mr. Vishwas Daware in respect of Survey No. 128/2/1;
  - (xv) Searches conducted in the office of the Registrar of Companies dated 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and dated 2<sup>nd</sup> September 2024 in respect of PSC Properties Private Limited both issued by Cubictree Technology Solutions Private Limited;
  - (xvi) Search Report dated 16<sup>th</sup> August 2024, issued by Mr. Vishwas Daware in respect of the searches conducted in the concerned office of the Sub-Registrar of Assurances with respect to the property bearing Survey No. 128/2/A and 128/2/1;
  - (xvii) Searches conducted on the website of Ministry of Corporate Affairs and issued search Reports dated (a) 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and (b) 7<sup>th</sup> August 2024 all issued by Cubic Tree Solutions Private Limited in respect of (i) Brickmix Developers Private Limited, (b) Nalanda Shelter Private Limited and (c) Paranjape Realty Spaces Private Limited conducted on the website of ;
  - (xviii) Searches carried out on Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) and issued search Reports dated (a) 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited, (b) 2<sup>nd</sup> July 2024 in respect of Nalanda Shelters Private Limited, (c) 9<sup>th</sup> August 2024 in respect of Brickmix Developers Private Limited, (d) 9<sup>th</sup> August 2024 in respect of Paranjape Realty Spaces Private Limited and (e) 10<sup>th</sup> August 2024 in respect of the said Property all issued by Cubic Tree Solutions Private Limited;
  - (xix) Litigation Search Reports dated (a) 4<sup>th</sup> July in respect of Paranjape Schemes

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(Construction) Limited, (b) 12th August 2024 in respect of Paranjape Realty Spaces Private Limited, (c) 12th August 2024 in respect of Nalanda Shelters Private Limited and (d) 12th August 2024 in respect of Brickmix Developers Private Limited;

- (xx) Declaration cum Indemnity dated 5<sup>th</sup> January, 2023 executed by PSCL; PPPL and LSPL (collectively "the Paranjape Group");
- (xxi) Declaration cum Indemnity dated 9<sup>th</sup> December 2024 executed by Paranjape Schemes (Construction) Limited through its Authorized Signatory Mr. Shrikant Paranjape and PSC Properties Private Limited through its Authorized Signatory Mr. Pushkar Apte, in respect of the property bearing Survey No 128/2/1 and
- (xxii) Declaration-cum-Indemnity dated 19<sup>th</sup> December 2024 executed by (i) Brickmix Developers Private Limited, (ii) Paranjape Realty Spaces Private Limited and (iii) Paranjape Schemes (Construction) Limited all through their Authorised Signatory Rahul Shrikant Paranjape ("said Declaration"), I have to state as follows:

2) **Description of the Property**

ALL THAT pieces and parcels of Proprrty detailed whereof are as follows :-

Survey No. / Hissa No.	Area as per Deed of Conveyance / Agreement for Sale (in sq. mtrs)
126/1	3471 out of 3800
126/2	3571 out of 3900
126/3	12,800 out of 14600
127/2	7,700
127/3	3,000
127/4	3,200
128/1/1	3279 out of 3600
128/1/2	3279 out of 3600
128/2/A	11100 out of 50600
128/2/1	300 out of 2500
129/1/1	170
129/2/1	1500
129/2/2	3000
<b>Total</b>	<b>56370 out of 101170</b>

aggregating in all 56370 sq.mtrs. or thereabouts, lying, being and situated at Village Hinjewadi, Taluka Mulshi and District Pune ("the said Property").

3) **Document of acquirement of the said Property.**

- i) Sale Deed dated 22<sup>nd</sup> June, 1978 executed and registered under Serial No. MVL-577 of 1978 with the Office of Sub Registrar of Assurances Mulshi by and between Chandrabhaga Gyanu Jambhulkar (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser), for sell and convey the property bearing Survey No. 127/1 admeasuring 708.19 square metres or thereabout and Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout.

- ii) Sale Deed dated 21<sup>st</sup> June, 1980 executed and registered under serial no MVL-916 of 1980 with the office of Sub-Registrar of Assurances by and between Nathu Narayan Sakhare (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 700 sq.mtrs. or thereabouts and Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- iii) Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-201-1981 with the Office of Sub-Registrar of Assurances by and between Sopan Baburao Jambhulkar (Vendor) in favour of Vithal Baburao Jhambulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 700 sq.mtrs. or thereabouts and Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- iv) Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Vithal Baburao Jambhulkar (Purchaser) for sell and convey portion of the property bearing Survey No. 128/1/1 and 128/1/2.
- v) Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances Maval, by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Gyanoba Jambhulkar (Purchaser) for sell and convey the property bearing Survey No. 126/1 and 126/2.
- vi) Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-206 of 1981 with the Office of Sub-Registrar of Assurances Maval, by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Devran Baburao Jambhulkar (Purchaser), for sell and convey the property bearing Survey No. 126/2.
- vii) Sale Deed dated 27<sup>th</sup> January, 1981 executed between Baburao Keshavrao Jhambulkar (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser), for sell and convey portion of the property bearing Survey No. 128/1/1.
- viii) Sale Deed dated 25<sup>th</sup> January, 1983 executed and registered under serial No. MVL-156-1983 with the Office of Sub-Registrar of Assurances by and between Sopan Bala Hulawale & others (Vendors) in favour of Gyanoba Baburao Jhambulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 1400 sq.mtrs. or thereabouts.
- ix) Sale Deed dated 15<sup>th</sup> October, 1986 executed and registered under serial No. 2553 of 1986 with the Office of Sub-Registrar of Assurances by and between Sopan Bala Hulawale & Others (Vendors) and Vithal Baburao Jambhulkar (Purchaser), for sell and convey property bearing Survey No. 127/3.
- x) Release Deed dated 24<sup>th</sup> March, 2003 executed and registered under serial No. MLS-1321 of 2003 with Office of Sub Registrar and Assurances Mulshi, by and between Savitribai Vithoba Jambhulkar (Releasor) in favour of (i) Vasant Vithoba Jambhulkar, (ii) Digambar Vithoba Jambhulkar and (iii) Ramdas Vithoba Jambhulkar (Releasee), for released and relinquished her rights for

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- Survey No. 126/3 admeasuring 14,600 sq.mtrs. or thereabouts.
- xi) Sale Deed dated 27<sup>th</sup> March, 2006 executed and registered under serial No. MLS-1797 of 2006 with Office of Sub Registrar and Assurances Mulshi, by and between Vasant Vithoba Jambhulkar & Others (Vendors) in favour of Sudhir Shivdev Bapat (Purchaser) for sell and convey the property bearing Survey No. 126/3 admeasuring 1,800 sq.mtrs. or thereabouts.
- xii) Sale Deed dated 03<sup>rd</sup> April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances Mulshi, by and between Vitthal Baburao Jambhulkar & Others (Vendors) in favour of Sudhir Shivdev Bapat (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.
- xiii) Partition Deed dated 18<sup>th</sup> August, 2006 executed and registered under serial No. MLS-5421 of 2006 with Office of Sub-Registrar of Assurances and executed amongst (i) Ramdas Vithoba Jambhulkar (ii) Digambar Vithoba Jambhulkar and (iii) Vasant Vithoba Jambhulkar, for property bearing Survey No. 126/3 admeasuring 4,400 sq.mtrs. or thereabouts in favour of Digambar Vithoba Jambhulkar and Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts in favour of Ramdas Vithoba Jambhulkar.
- xiv) Exchange Deed dated 20<sup>th</sup> October 2010 executed and registered under serial No. MLS2-3825 of 2010 with the Office of Sub Registrar of Assurances by and between Sopan Baburao Jambhulkar (Sopan) and Vitthal Baburao Jambhulkar (Vitthal), Sopan exchanged Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout with Vitthal against Survey No. 128/1/2 admeasuring 3,600 sq.mtrs. or thereabout.
- xv) Sale Deed dated 04<sup>th</sup> August, 2016 executed and registered under serial No. MLS2-7226 of 2016 with Office of Sub-Registrar of Assurances Mulshi, by and between Sudhir (Vendor) and Nalanda Shelter Private Limited (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.

- xvi) Sale Deed dated 6<sup>th</sup> August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances Mulshi by and between Sudhir Shivdev Bapat (Vendor) in favour of Nalanda Shelter Private Limited ("NSPL") (Purchaser) for sell and convey the property bearing Survey No. 126/3 admeasuring 1,800 sq.mtrs. or thereabouts.
- xvii) Partition Deed dated 16<sup>th</sup> September, 2016 executed and registered under serial No. MLS-8530 of 2016 with Office of Sub-Registrar of Assurances and executed amongst (i) Anita Rohidas Shirke, (ii) Umesh Digambar Jhambulkar, (iii) Ganesh Vasant Jhambulkar, (iv) Dattatray Digambar Jhambulkar, (v) Malan Rajkumar Bhosle, (vi) Mangal Digambar Jhambulkar, (vii) Ramdas, (viii) Leelabai Vasant Vithoba Jhambulkar, (ix) Shivnath Digambar Jhambulkar, (x) Sheela Rajendra Nalawade, (xi) Shankar Vasant Jhambulkar (xii) Sunita Chandrakant Shirke, (xiii) Sunanda alias Sushma Harish, (xiv) Sulochana Gyaneshwar Ranvde, for property bearing Survey No. 126/3 admeasuring 12,800 sq.mtrs. or thereabouts (a) for property bearing Survey No. 126/3 admeasuring 4,400 sq.mtrs. or thereabouts in favour of Dattatray Digambar Jambhulkar & Others and (b) Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts in favour of Ramdas Vithoba Jambhulkar.
- xviii) Sale Deed dated 12<sup>th</sup> April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances Mulshi, by and between of Nalanda Shelter Private Limited (Vendor) in favour of Flagship Infrastructure Limited (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.
- xix) Gift Deed dated 2<sup>nd</sup> August, 2021 executed and registered under serial No. MLS-02-11087 of 2021 with the Office of Sub Registrar of Assurances executed by Sopan (Donor) in favour of Gokul Sopan Jhambulkar (Donee), for gifted to portion of Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabouts.
- xx) Gift Deed dated 23<sup>rd</sup> June, 2022 executed and registered under serial No. MLS02-12045 of 2022 with the Office of Sub Registrar of Assurances by and between Sopan Baburao Jambhulkar (Donor) in favour of Gokul Sopan Jhambulkar (Donee), for gifted to portion of Survey No. 128/1/1 admeasuring 3,279 sq.mtrs. or thereabouts.
- xxi) Sale Deed dated 2<sup>nd</sup> August, 2022 executed and registered under serial No. MLS-15216 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Gyanoba Jambhulkar (Vendor) with confirmation of Tarabai Gyanoba Jambhulkar & others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited; and (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey property bearing Survey Nos. Survey Nos. 126/1 admeasuring 3471 sq.mtrs. or thereabout and 127/1 admeasuring 1400 sq.mtrs. or thereabout.

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- xxii) Sale Deed dated 8<sup>th</sup> August, 2022 executed and registered under serial No. MLS-11779 of 2022 with the Office of Sub Registrar of Assurances by and between Gokul Sopan Jhambulkar (Vendor) with confirmation of Sopan Baburao Jambhulkar & Others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited, (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey portion of the property bearing Survey No. 128/1/1 and 128/1/2.
- xxiii) Sale Deed dated 12<sup>th</sup> August, 2022 executed and registered under serial No. MLS2-12041 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Abhishek Devram Jambhulkar & Others (Vendors) with confirmation of Shivani Abhishek Jambhulkar & others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited; and (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey a portion of the property bearing Survey Nos. 126/2 admeasuring 3571 sq.mtrs. or thereabout.
- xxiv) Confirmation Deed dated 12<sup>th</sup> August, 2022 executed and registered under serial No. MLS-12022 of 2022 with the Office of the Sub Registrar of Assurances, Mulshi by and between Dattatray Nathu Sakhare & Others (Confirmers) and Vithal Baburao Jhambulkar, the Confirmers confirmed the sale and transfer of Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- xxv) Sale Deed dated 26<sup>th</sup> August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Vitthal Baburao Jambhulkar (Vendor) in favour of (i) Paranjpe Schemes (Construction) Limited, (ii) P.S.C. Properties Private Limited and (iii) Linker Shelter Private Limited (Purchasers) for sell and convey property bearing Survey Nos. 127/1 admeasuring 700 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts, Survey No. 127/3 admeasuring 3,000 sq.mtrs. or thereabouts and Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabouts.
- xxvi) Agreement to Sale dated 28<sup>th</sup> March, 2023 executed and registered under serial No. MLS-2-6148 of 2023 with Office of Sub-Registrar of Assurances Mulshi by and between (i) Ramdas Vithoba Jambhulkar, (ii) Nilesh Ramdas Jambhulkar, (iii) Sandeep Ramdas Jambhulkar, (iv) Gopinath Ramdas Jambhulkar, (v) Suvarna Vijay Marne and (vi) Vaishali Devidas Jadhav (Vendors) in favour of (i) PSCL and (ii) LSPL (Purchasers) for the property bearing Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts.

- xxvii) Deed of Conveyance dated 4<sup>th</sup> September, 2023 executed and registered under Sr. No. MLS2-20519-2023, between (i) Ramdas Vithoba Jambhulkar, (ii) Nilesh Ramdas Jambhulkar, (iii) Sandeep Ramdas Jambhulkar, (iv) Gopinath Ramdas Jambhulkar, (v) Suvarna Vijay Marne and (vi) Vaishali Devidas Jadhav ("**Owner**"), and (i) Indumati Ramdas Jambhulkar, (ii) Mohini Nilesh Jambhulkar, (iii) Rupesh Nilesh Jambhulkar, (iv) Samruddhi Nilesh Jambhulkar, (v) Krishna Nilesh Jambhulkar, (vi) Swapnali Sandeep Jambhulkar, (vii) Tejashree Gopinath Jambhulkar and (viii) Arvi Gopinath Jambhulkar (Confirming Party) and (i) Paranjpe Scheme (Construction) Limited ("**Purchaser No. 1**") and 2) Linker Shelter Private Limited ("**Purchaser No. 2**") for sale, convey and transfer of property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout.
- xxviii) Memorandum of Understanding dated 10/05/2023 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) for development of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts.
- xxix) Notarised Powers of Attorney dated 12/05/2023 executed by Precisehomes Constructions Private Limited (Grantor) in favour of Macrotech Developers Limited (Attorney) and notarised under serial No. 359/17 on 12/05/2023 for development of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts.
- xxx) Memorandum of Understanding dated 21/11/2023 and notarised under serial No. 1873/82 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) for development of the property bearing Survey No. 126/3.
- xxxi) Notarised Powers of Attorney dated 21/11/2023 executed by Precisehomes Constructions Private Limited (Grantor) in favour of Macrotech Developers Limited (Attorney) for development of the property bearing Survey No. 126/3.
- xxxii) Memorandum of Understanding dated 21/11/2023 and notarised under serial No. 1873/82 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) for development of the property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout.



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- xxxiii) Notarised Powers of Attorney dated 21/11/2023 executed by Precisehomes Constructions Private Limited (Grantor) in favour of Macrotech Developers Limited (Attorney) for development of the property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout.
- xxxiv) Memorandum of Understanding dated 13/02/2024 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) for development of the property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout.
- xxxv) Agreement to Sell dated 23<sup>rd</sup> February 2024 registered with the Sub Registrar of Assurances at Serial No. MLS-4718 of 2024 executed between NSPL referred to as the Vendor therein of the First Part, (i) BDPL referred to as the Party of the Second Part, (ii) PRSPL referred to as the Party of the Third Part and (iii) PSCL collectively referred to as the Purchasers therein of the Fourth Part for development of property bearing Survey No. 128/2/A.
- xxxvi) Power of Attorney dated 23<sup>rd</sup> February 2024 registered with the Sub Registrar of Assurances at Serial No. MLS-4719 of 2024, NSPL nominated, constituted and appointed BDPL for property bearing Survey No. 128/2/A.
- xxxvii) Power of Attorney dated 23<sup>rd</sup> February 2024 registered with the Sub Registrar of Assurances at Serial No. MLS-4721 of 2024, NSPL nominated, constituted and appointed BDPL to do and execute all acts, deeds, matters for property bearing Survey No. 128/2/A.
- xxxviii) Sale Deed dated 10<sup>th</sup> July 2001 registered with the Sub Registrar of Assurances at Serial No. MLS-3610 of 2001 executed between Dattatraya through his power of attorney holder Soamnath Tapkir referred to as the Vendor therein of the One Part and Rajaram Nana More referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2.
- xxxix) Sale Deed dated 9<sup>th</sup> July 2018 registered with the Sub Registrar of Assurances at Serial No. MLS-2-12216 of 2018 executed between (i)Pravin Dattatraya Jambhulkar (*for himself and as Karta of his HUF*) and Others referred to as the Vendors therein of the One Part and Nalanda Shelters Private Limited ("**NSPL**") referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2
- xl) Sale Deed dated 31<sup>st</sup> July 2018 registered with the Sub Registrar of Assurances at Serial No. MLS-2-13709 of 2018 executed between (i) Sunita Tapkir and (ii)

Soamnath Tapkir referred to as the Vendor therein of the One Part and NSPL referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2

- xli) Sale Deed dated 31<sup>st</sup> July 2018 registered with the Sub Registrar of Assurances at Serial No. MLS-2-13713 of 2018 executed between (i) Soamnath Tapkir and (ii) Sunita Tapkir referred to as the Vendor therein of the One Part and NSPL referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2
- xlii) Sale Deed dated 15<sup>th</sup> February 2005 registered with the Sub Registrar of Assurances at Serial No. MLS-2-997 of 2005 executed between (i) Rajendra and (ii) Vijay referred to as the Vendors therein of the One Part and Bharat Suvalal Desadla referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2
- xliii) Agreement to Sell dated 17<sup>th</sup> June 2022 registered with the Sub Registrar of Assurances at Serial No. MLS-2-11525 of 2022 executed between Rajaram Nana More as the Part of the One Part and Chandrakant Baburao Khonde as the Party of the Other Part for development of property bearing Survey No. 128/2/1.
- xliv) Power of Attorney dated 17<sup>th</sup> June 2022 registered with the Sub Registrar of Assurances at Serial No. MLS -2-11527 of 2022 executed by (i) Rajaram Nana More and (ii) Dilip Rajaram More appointed and nominated Chandrakant Baburao Khonde for all the acts, deed and things mentioned therein for property bearing Survey No. 128/2/1.
- xlvi) Sale Deed dated 28<sup>th</sup> July 2022 registered with the Sub Registrar of Assurances at Serial No. MLS-11107 of 2022 executed between Rajaram More through his power of attorney holder Chandrakant Khonde referred to as the Vendor therein of the One Part, (i) Paranjape Schemes (Construction) Limited and (ii) PSC Properties Private Limited collectively referred to as the Purchaser therein of the Second Part and (i) Dilip Rajaram More (*through Chandrkant Khonde*) and (ii) Chandrkant Khonde collectively referred to as the Consenting Parties therein of the Third Part for sell and convey property bearing Survey Nos.128/2/1.
- xlvii) Sale Deed dated 28<sup>th</sup> July 2022 registered with the Sub Registrar of Assurances at Serial No. MLS-11108 of 2022 executed between (1) Shridhar Jambhulkar, (2) Sandip Hulawale and (3) Gaurainath Sakhre referred to as the Vendor therein of the One Part, (i) PSCL and (ii) PPPL collectively referred to as the Purchaser therein of the Second Part and (i) Dilip Rajaram More (*Through Chandrkant Baburao Khonde*) and (ii) Chandrkant Baburao Khonde collectively referred to as the Consenting Parties therein of the Third Part for sell and convey property bearing Survey Nos.128/2/1.
- xlviii) Sale Deed dated 10<sup>th</sup> July 2001 registered with the Sub Registrar of Assurances at Serial No. MLS-3610 of 2001 executed between Dattatraya through his power of attorney holder Soamnath Tapkir referred to as the Vendor therein of the One Part and Rajaram Nana More referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2/1.

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- xlvi) Sale Deed dated 11<sup>th</sup> April 2001 registered with the Sub Registrar of Assurances at Serial No. MLS-2050 of 2001 executed between Dattatraya through his power of attorney holder Soamnath Tapkir referred to as the Vendor therein of the One Part and Nandakumar Gyaneshwar Kalmalkar referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2.
- xlxi) Sale Deed dated 17<sup>th</sup> August 2000 registered with the Sub Registrar of Assurances at Serial No. 3611 of 2001 executed between Nandakumar Kalmalkar referred to as the Vendor therein of the One Part and Pramod Mohan Gholkar referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2.
- l) Sale Deed dated 26<sup>th</sup> April 2021 registered with the Sub Registrar of Assurances at Serial No. MLS -2 - 7158 of 2021 executed between Pramod Gholkar referred to as the Vendor therein of the One Part and (i) Gaurinath Bhagwan Sakhre, (ii) Sandip Gyaneshwar Hulawale and (iii) Shridhar Rajaram Jambhulkar of the Other Part for sell and convey property bearing Survey Nos.128/2.
- li) Sale Deed dated 1<sup>st</sup> October, 1952 registered with the Office of Sub-Registrar of Assurances under serial No. MVL-929 of 1952 and executed between (i) Yashwant Chintamani Gokhale and (ii) Shripad Chintamani Gokhale (therein referred to as Vendors) of the One Part and (i) Shivram Janu Jambhulkar and (ii) Damu Janu Jambhulkar (therein referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- lii) Sale Deed dated 12<sup>th</sup> July, 1990 registered with the Office of Sub-Registrar of Assurances under Serial No. MVL-3090 of 1990 and executed between Damu Janu Jambhulkar (therein referred to as the Vendor) of One Part and (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- liii) Correction Deed dated 14<sup>th</sup> December, 1998 registered with the Office of Sub-Registrar of Assurances under serial No. MLS- 4777 of 1998 and executed between (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as Purchasers) of the One Part and (i) Tarabai Khandu Mankar, (ii) Chaguna Arun Alias Arjun Yadav, (iii) Ananda Damu Jambhulkar, (iv) Pandurang Damu Jambhulkar and (v) Maruti Damu Jambhulkar (therein referred to as Vendors) of the Other Part for property bearing Survey Nos.129/1/1.

- liv) Sale Deed dated 15<sup>th</sup> February, 2005 registered with the Office of Sub-Registrar of Assurances under Serial No. MLS-997 of 2005 and executed between (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as the Vendors) of the One Part and Bharat Suvalal Desdala (therein referred to as Purchaser) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- lv) Sale Deed dated 5<sup>th</sup> November, 2012 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-6199 of 2012 and executed between (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as Vendors) of the One Part and (i) Ganesh Netaji Jambhulkar and (ii) Ram Maruti Jambhulkar (therein referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- lvi) Sale Deed dated 12<sup>th</sup> August, 2015 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-6784 of 2015 and executed between (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as Vendors) of the One Part and Anand Bajirao Sathe (therein referred to as Purchaser) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- lvii) Sale Deed dated 24<sup>th</sup> January, 2017 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-928 of 2017 and executed between Bharat Suvalal Desdala (therein referred to as Vendor) of the One Part and Nalanda Shelter Private Limited through its director Nitin Sharad Vaidya (therein referred to as Purchaser) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- lviii) Sale Deed dated 23<sup>rd</sup> July, 2018 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-14429 of 2018 and executed between (i) Nitaji Ananda Jambhulkar, (ii) Babe Nitaji Jambhulkar, (iii) Ganesh Nitaji Jambhulkar, (iv) Vaishali Ganesh Jambhulkar, (v) Sarthaki Ganesh Jambhulkar, (vi) Samarth Ganesh Jambhulkar, (vii) Sarika Rahul Kate Alias Sarika Nitaji Jambhulkar, (viii) Sambhaji Ananda Jambhulkar (ix) Sangita Sambhaji Jambhulkar, (x) Mahesh Sambhaji Jambhulkar, (xi) Nagesh Sambhaji Jambhulkar (xii) Poonam Sham Bhingade alias Poonam Sambhaji Jambhulkar, (xiii) Mangal Chandrakant Takalkar (xiv) Kavita Bandhopant Jadhav alias Kavita Ananda Jambhulkar, (xv) Maruti Damu Jambhulkar, (xvi) Asha Maruti Jambhulkar, (xvii) Laxman Maruti Jambhulkar, (xviii) Poonam Laxman Jambhulkar, (xix) Sanskruti Laxman Jambhulkar, (xx) Sahil Laxman Jambhulkar, (xxi) Ram Maruti Jambhulkar, (xxii) Archana Ram Jambhulkar, (xxiii) Ayush Ram Jambhulkar (xxiv) Arun Ram Jambhulkar, (xxv) Tarabai Khandu Mankar, (xxvi) Chaguna Arun Alias Arjun Yadav (therein referred to as Vendors) of the One Part and NSPL through its director Sanjay Pandurang Joshi (there in referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- lix) Sale Deed dated 23<sup>rd</sup> July, 2018 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-14424 of 2018 and executed between Anand Bajirao Sathe (therein referred to as Vendor) of the One Part and Nalanda Shelter Private Limited through its director Sanjay Pandurang Joshi (therein referred to as Purchaser) of the

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Other Part for sell and convey property bearing Survey Nos.129/1/1.

- lx) Sale Deed dated 27<sup>th</sup> June, 2007, registered with the Office of Sub Registrar of Assurances under Serial No. 4445 of 2007 and executed between (i) Kaluram Shivram Jambhulkar, (ii) Phulabai Kaluram Jambhulkar, (iii) Govind Kaluram Jambhulkar, (iv) Gopal Kaluram Jambhulkar, (v) Balasaheb (vi) Navnath Sudam Jambhulkar (vii) Laxmibai, (viii) Sunita (therein referred to as Vendors) of the One Part and Dattatraya Maruti Jambhulkar (there in referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- lxi) Sale Deed dated 6<sup>th</sup> July, 2018 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-12149 of 2018 and executed between (i) (a) Praveen, (b) Smita Praveen Jambhulkar, (c) Ishita Praveen Jambhulkar, minor represented by their natural guardian Praveen, (d) Priyal Praveen Jambhulkar minor represented by the natural guardian Praveen, (ii) (a) Vishal, (b) Archana Vishal Jambhulkar, (c) Vishwajeet Vishal Jambhulkar, minor represented by the natural guardian Vishal, (d) Aarvi Vishal Jambhulkar, minor represented by the natural guardian Vishal, (iii) (a) Nilesh, (b) Aishwarya Nilesh Jambhulkar, (c) Adiraj Nilesh Jambhulkar minor represented by the natural guardian Nilesh, (iv) Mangal (v) (a) Shantaram Maruti Jambhulkar, (b) Urmila Shantaram Jambhulkar, (c) Pankaj Shantaram Jambhulkar, (d) Shreya Pankaj Jambhulkar, (e) Monica Pradeep Chaudhe, (vi) Kalavati Vithoba Vakadkar, (vii) (a) Bababai, (b) Mangal Ranvade, (c) Shalan, (d) Sumitra, (e) Eknath, (viii) Subadhrabai, (ix) Muktabai Aburao Yewale, (ix) (a) Babasaheb Baburao Yewale, (b) Sunanda Balu Mandekar, (x) Janabai Murlidhar Devkar, (xi) Manubai alias Manabai alias Manisha Ganpat Jadhav (therein referred to as Vendors) of the First Part and NSPL through its Director Vikram Anand Godse (there in referred to as Purchaser) of the Second Part; and (i) (a) Shivaji Maruti Jambhulkar b) Subhadra Shivaji Jambhulkar, (c) Samrat Shivaji Jambhulkar and (d) Sonali Shivaji Jambhulkar (therein referred to as Confirming Party) of the Third Part for sell and convey property bearing Survey Nos.129/1/1.
- lxii) Sale Deed dated 29<sup>th</sup> September, 2022 registered with the Office of Sub Registrar of Assurances under serial No. MLS-14790 of 2022 and executed between (i) Chandrabhaga, (ii) Sudhir, (iii) Anil and (iv) Surekha (therein referred to as Vendors) of the One Part and Paranjape Schemes (Construction) Limited and Linker Shelter Private Limited (therein referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.

- lxiii) Agreement to Sell dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14839 of 2024 and executed between (i) PSCL (therein referred to as the Vendor No. 1) of the First Part, (ii) LSPL (therein referred to as Vendor No. 2) of the Second Part and (iii) PSC Properties Private Limited (therein referred to as the Vendor No. 3) of the Third Part (collectively referred to as Vendors) and Macrotech Developers Limited (therein referred to as the Purchaser) of the Fourth Part for development of property bearing Survey No. 129/1/1.
- lxiv) Irrevocable Power of Attorney dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14840 of 2023 and executed by PSCL, PPL and LSPL in favour of MDL for property bearing Survey No. 129/1/1.
- lxv) Mortgage Deed dated 26<sup>th</sup> May, 2015 registered with the Office of Sub-Registrar of Assurances under Serial No MULSHI-2-4653 of 2015 and executed between Dhondiba (therein referred to as Mortgagee) of One Part and Shri Sevagiri Rural Non-Agricultural Cooperative Credit Union (therein referred to as Mortgagor) of the Other Part for property bearing Survey No. 129/2/1.
- lxvi) Mortgage Deed dated 19<sup>th</sup> November, 2015 registered with the Office of Sub-Registrar of Assurances under serial no. MLS-2--9421 of 2015 and executed between Sevagiri Rural Non-Agricultural Co-operative Credit Society Limited of First Part and Sharad Dhondiba Jambhulkar of the Second Part and Dhondiba (therein referred to as Confirming Party) of the Third Part for property bearing Survey No. 129/2/1.
- lxvii) Re-conveyance Deed dated 8<sup>th</sup> April, 2024 registered with the Office of Sub-Registrar of Assurances under Serial No MULSHI-2-9276 of 2024 and executed between Sharad Dhondiba Jambhulkar of One Part and Shri Sevagiri Nagari Sahakari Institution of the Other Part for property bearing Survey No. 129/2/1.
- lxviii) Sale Deed dated 10<sup>th</sup> June, 2024 and registered with the Office of Sub-Registrar of Assurances under serial no. MLS-14274 of 2024 and executed between (i) Paranjape Schemes (Construction) Limited through their authorized signatory Shrikant Purushottam Paranjape, (ii) Linker Shelter Private Limited through their authorized signatory Shrikant and (iii) P.S.C. Properties Private Limited through their authorized signatory Shrikant (therein referred to as Purchasers) of One Part and (i) Dhondiba, (ii) Dilip and (iii) Uttam (therein referred to as Vendors) of the Second Part and (i) Baysabai Dashrath Liman, (ii) Bayda Dhondiba Jambhulkar, (iii) Sharad Dhondiba Jambhulkar, (iv) Deepali Sharad Jambhulkar, (v) Sai Sharad Jambhulkar minor through his natural guardian Sharad, (vi) Sarvesh Sharad Jambhulkar minor through his natural guardian Sharad, (vii) Nilesh Dhondiba Jambhulkar, (viii) Kajal Nilesh Jambhulkar, (ix) Vedika Nilesh Jambhulkar minor through her natural guardian Nilesh, (x) Sheetal Mohan Balakvade, (xi) Sopan Uttam Jambhulkar, (xii) Jyoti Sopan Jambhulkar, (xiii) Vaibhav Sopan Jambhulkar, (xiv) Vaishnav Sopan Jambhulkar, (xv) Pramila Dagdu Yevale, (xvii) Kanta Sanjay Bodke, (xviii) Shanta Anil Kadam, (xix) Alka Dilip Jambhulkar, (xx) Swapnil Dilip Jambhulkar, (xxi) Sakshi Swapnil Jambhulkar, (xxii) Snehal Swapnil More and (xxiii) Rutuja

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Vaibhav Jambhulkar (therein referred to as the Confirming Parties) of the Third Part for sell and convey property bearing Survey Nos.129/2/1.

- lxix) Agreement to Sell dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14839 of 2024 and executed between (i) PSCL (therein referred to as the Vendor No. 1) of the First Part, (ii) LSPL (therein referred to as Vendor No. 2) of the Second Part and (iii) PSC Properties Private Limited (therein referred to as the Vendor No. 3) of the Third Part (collectively referred to as Vendors) and Macrotech Developers Limited (therein referred to as the Purchaser) of the Fourth Part for development of property bearing Survey No. 129/2/1.
- lxx) Irrevocable Power of Attorney dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14840 of 2023 and executed by PSCL, PPL and LSPL in favour of MDL for property bearing Survey No. 129/2/1.
- lxxi) Sale Deed dated 10<sup>th</sup> June, 2024 and registered with the Office of Sub-Registrar of Assurances under serial no. MLS-14274 of 2024 and executed between (i) Paranjape Schemes (Construction) Limited through their authorized signatory Shrikant Purushottam Paranjape, (ii) Linker Shelter Private Limited through their authorized signatory Shrikant and (iii) P.S.C. Properties Private Limited through their authorized signatory Shrikant (therein referred to as Purchasers) of One Part and (i) Dhondiba, (ii) Dilip and (iii) Uttam (therein referred to as Vendors) of the Second Part and (i) Baysabai Dashrath Liman, (ii) Bayda Dhondiba Jambhulkar, (iii) Sharad Dhondiba Jambhulkar, (iv) Deepali Sharad Jambhulkar, (v) Sai Sharad Jambhulkar minor through his natural guardian Sharad, (vi) Sarvesh Sharad Jambhulkar minor through his natural guardian Sharad, (vii) Nilesh Dhondiba Jambhulkar, (viii) Kajal Nilesh Jambhulkar, (ix) Vedika Nilesh Jambhulkar minor through her natural guardian Nilesh, (x) Sheetal Mohan Balakvade, (xi) Sopan Uttam Jambhulkar, (xii) Jyoti Sopan Jambhulkar, (xiii) Vaibhav Sopan Jambhulkar, (xiv) Vaishnav Sopan Jambhulkar, (xv) Pramila Dagdu Yevale, (xvi) Kanta Sanjay Bodke, (xvii) Shanta Anil Kadam, (xviii) Alka Dilip Jambhulkar, (xix) Swapnil Dilip Jambhulkar, (xx) Sakshi Swapnil Jambhulkar, (xxi) Snehal Swapnil More and (xxii) Rutuja Vaibhav Jambhulkar (therein referred to as the Confirming Parties) of the Third Part for sell and convey property bearing Survey Nos.129/2/2.
- lxxii) Agreement to Sell dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14839 of 2024 and executed between (i) PSCL

(therein referred to as the Vendor No. 1) of the First Part, (ii) LSPL (therein referred to as Vendor No. 2) of the Second Part and (iii) PSC Properties Private Limited (therein referred to as the Vendor No. 3) of the Third Part (collectively referred to as Vendors) and Macrotech Developers Limited (therein referred to as the Purchaser) of the Fourth Part for development of property bearing Survey No. 129/2/2.

- lxxiii) Irrevocable Power of Attorney dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14840 of 2023 and executed by PSCL, PPL LLSPL in favour of MDL for property bearing Survey No. 129/2/2.
- lxxiv) Mortgage Deed dated 18<sup>th</sup> October, 2016 executed and registered under serial No. Mulashi-2 No. 9711 of 2016 by and between Nalanda Shelter Private Limited and Qubix Business Park Private Limited with IDBI Trusteeship Services Limited for property bearing Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2.
- lxxv) Mortgage Deed dated 31<sup>st</sup> August, 2017 executed and registered under serial No. Mulashi-2 No. 11701 of 2017 by and between Nalanda Shelter Private Limited through authorized signatory Vikram Godase, Lavim Developers Private Limited through authorized signatory Vikram Godase, Shrikant Paranjape through POA holder Sachin Kshirasagar Shashank Paranjape through PoA holder Sachin Kshirasagar with Aditya Birla Finance Limited for property bearing Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2.
- lxxvi) By Deed of Reconveyance dated 08<sup>th</sup> November 2017 executed and registered under No. MLS2-14954-2017, by IDBI Trusteeship Services Limited (Debenture Trustee) in favour of NSPL.
- lxxvii) By Deed of Reconveyance dated 31<sup>st</sup> July 2019 executed and registered under No. HVL4-6313-2019, by Aditya Birla Finance Limited (Debenture Trustee) in favour of NSPL.
- lxxviii) Joint Development Agreement dated 14<sup>th</sup> February, 2023 executed between (i) Paranjpe Scheme (Construction) Limited, (ii) PSC Properties Private Limited, (iii) Linker Shelter Private Limited and Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited for development of property bearing Survey No. 126/1 adneasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 adneasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 adneasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 adneasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 adneasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 adneasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 adneasuring 3279 sq.mtrs. or thereabout, aggregating in all adneasuring 25800 square meters or thereabouts.
- lxxix) Power of Attorney dated 14<sup>th</sup> February, 2023 executed by (i) Paranjpe Scheme (Construction) Limited, (ii) PSC Properties Private Limited, (iii) Linker Shelter Private Limited in favour of representatives / Nominees of Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited for development of the property bearing Survey No. 126/1 adneasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 adneasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2



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admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 25800 square meters or thereabouts.

- lxxx) Deed of Conveyance dated 27<sup>th</sup> April, 2023 executed and registered under Sr. No. MLS2-9026-2023, between 1) Paranjpe Scheme (Construction) Limited ("**Owner No. 1/PSCL**") of the First Part, 2) PSC Properties Private Limited ("**Owner No. 2/PPPL**") of the Second Part and 3) Linker Shelter Private Limited ("**Owner No. 3/LSPL**") of the Third Part and (i) Macrotech Developers Limited ("**MDL/Purchaser No. 1**") of the Fourth Part and (ii) Precisehomes Constructions Private Limited ("**Precise/Purchaser No. 2**") of the Fifth Part for sale, convey and transfer of property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts.
- lxxxii) Power of Attorney dated 27<sup>th</sup> April, 2023 executed and registered under Sr. No. MLS2-9027-2023, by 1) Paranjpe Scheme (Construction) Limited, 2) PSC Properties Private Limited and 3) Linker Shelter Private Limited ("**Owners / Grantors**") in favour of representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Purchasers/Attorney**") for sell of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts.
- lxxxiii) Agreement to Sale dated 27<sup>th</sup> April, 2023 executed and registered under serial No. MLS2-9028 of 2023 with Office of Sub-Registrar of Assurances Mulshi by and between (i) PSCL and (ii) LSPL (Vendors) in favour of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited (Purchasers) for the property bearing

Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts.

- lxxxiii) Irrevocable Power of Attorney dated 27<sup>th</sup> April, 2023 executed and registered under serial No. MLS2-9029 of 2023 with Office of Sub-Registrar of Assurances Mulshi by PSCL and LSPL in favour of MDL and PSCL.
- lxxxiv) Development Agreement dated 23<sup>rd</sup> March, 2023 executed and registered under Sr. No. MLS2-5768-2023, between (i) Macrotech Developers Limited ("**Purchaser No. 1**") of the First Part and (ii) Precisehomes Constructions Private Limited ("**Purchaser No. 2**") of the Second Part and Paranjpe Scheme (Construction) Limited ("**Purchaser No. 3**") of the Third Part and Dattatray Digambar Jambhulkar, Umesh Digambar Jambhulkar, Shivnath Digambar Jambhulkar ("**Vendors**") and Yogita Dattatray Jambhulkar, Siddheshwari Dattatray Jambhulkar, Riddhi Dattatray Jambhulkar, Sairaj Dattatray Jambhulkar, Sushma Umesh Jambhulkar, Pornima Umesh Jambhulkar, Shlok Umesh Jambhulkar, Janahvi Shivnath Jambhulkar, Shreekrupa Shivnath Jambhulkar, Mukta Shivnath Jambhulkar and Mangal Digambar Jambhulkar ("**Confirming Parties**") for development of the portion of the Third Property bearing Survey No. 126/3 adneasuring 4400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout.
- lxxxv) Power of Attorney dated 23<sup>rd</sup> March, 2023 executed and registered under Sr. No. MLS2-5769-2023, Dattatray Digambar Jambhulkar, Umesh Digambar Jambhulkar, Shivnath Digambar Jambhulkar ("**Vendors**") and Yogita Dattatray Jambhulkar, Siddheshwari Dattatray Jambhulkar, Riddhi Dattatray Jambhulkar, Sairaj Dattatray Jambhulkar, Sushma Umesh Jambhulkar, Pornima Umesh Jambhulkar, Shlok Umesh Jambhulkar, Janahvi Shivnath Jambhulkar, Shreekrupa Shivnath Jambhulkar, Mukta Shivnath Jambhulkar and Mangal Digambar Jambhulkar ("**Confirming Parties**") in favour of nominees representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Purchasers/ Attorney**") for development of the portion of the Third Property bearing Survey No. 126/3 adneasuring 4400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout.
- lxxxvi) Deed of Conveyance dated 31<sup>st</sup> January, 2024 executed and registered under Sr. No. MLS2-2512-2024, between 1) Paranjpe Scheme (Construction) Limited ("**Owner No. 1/PSCL**") of the First Part and 2) Linker Shelter Private Limited ("**Owner No. 2/LSPL**") of the Second Part and (i) Macrotech Developers Limited ("**MDL/Purchaser No. 1**") of the Third Part and (ii) Precisehomes Constructions Private Limited ("**Precise/Purchaser No. 2**") of the Fourth Part for sale, convey and transfer of Third Property bearing Survey No. 126/3 adneasuring 8400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout.
- lxxxvii) Power of Attorney dated 31<sup>st</sup> January, 2024 executed and registered under Sr. No. MLS2-2513-2024, by 1) Paranjpe Scheme (Construction) Limited and 2) Linker Shelter Private Limited ("**Owners / Grantors**") in favour of representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Purchasers/ Attorney**") for sell of the Third Property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout.

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- lxxxviii) Agreement to Sale dated 14<sup>th</sup> October, 2024 executed and registered under serial No. MLS2-26855 of 2024 with Office of Sub-Registrar of Assurances Mulshi by and between (i) PSCL and (ii) BDPL and (iii) PRSPL (Vendors) in favour of (i) Macrotech Developers Limited (Purchaser) for development of the property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabouts and Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout.
- lxxxix) Irrevocable Power of Attorney dated 14<sup>th</sup> October, 2024 executed and registered under serial No. MLS2-26856 of 2024 with Office of Sub-Registrar of Assurances Mulshi by PSCL, BDPL and PRSPL in favour of MDL for the property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabouts and Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout.
- xc) Deed of Conveyance dated 4<sup>th</sup> February, 2025 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-4215 of 2025 and executed between (i) Paranjape Schemes (Construction) Limited ("**PSCL**") (therein referred to as Vendor No.1) of First Part, (ii) Brickmix Developers Private Limited ("**BDPL**") (therein referred to as Vendor No. 2) of Second Part, (iii) Paranjape Realty Spaces Private Limited ("**PRSPL**") (therein referred to as Vendor No. 3) of Third Part (iv) PSC Properties Private Limited ("**PPPL**") (therein referred to as Vendor No. 4) of Fourth Part with Macrotech Developers Limited ("**MDL**") (therein referred to as Purchaser) of Fifth Part, for sell and convey property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabouts and Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout.
- xcj) Deed of Conveyance dated 25<sup>th</sup> June, 2025 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-11-16239 of 2025 and executed between (i) Paranjape Schemes (Construction) Limited ("**PSCL**") (therein referred to as Vendor No.1) of First Part, (ii) Linkers Shelter Private Limited ("**LSPL**") (therein referred to as Vendor No. 2) of Second Part, (iii) PSC Properties Private Limited ("**PPPL**") (therein referred to as Vendor No. 3) of Third Part with Macrotech Developers Limited ("**MDL**") (therein referred to as Purchaser) of Fourth Part, for sell and convey property bearing Survey No. 129/1/1 admeasuring 170 sq.mtrs. or thereabout, Survey No. 129/2/1 admeasuring 1500 sq.mtrs. or thereabout and Survey No. 129/2/2 admeasuring 3000 sq.mtrs. or thereabout.
- xcii) Irrevocable Power of Attorney dated 25<sup>th</sup> June, 2025 executed and registered under serial No. HVL-11-16452 of 2025 with Office of Sub-Registrar of Assurances Mulshi by PSCL, LSPL and PPPL in favour of MDL for the property

bearing Survey No. 129/1/1 admeasuring 170 sq.mtrs. or thereabout, Survey No. 129/2/1 admeasuring 1500 sq.mtrs. or thereabout and Survey No. 129/2/2 admeasuring 3000 sq.mtrs. or thereabout.

related to the acquirement of Ownership right of said First Property, Second Property, forming part of Third Property, Fourth Property to Thirteenth Property and development right of remaining portion of Third Property.

4) **7/12 Extract**

(i) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 329 sq.mtrs. or thereabout and (ii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 3471 sq.mtrs. or thereabout as the Land Holders of the First Property in Hinjewadi Village.

(ii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 329 sq.mtrs. or thereabout and (ii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 3571 sq.mtrs. or thereabout as the Land Holders of the Second Property in Hinjewadi Village.

Further, in the case of Second Property, there is deletion in Other Rights Column of 7/12 Extract of the encumbrances of Rs.2,50,000/- and Rs.41,93,700/- from Shramjeevi Nagri Patsanstha Mayardit.

(iii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the name (i) Pranpje Schemes (Constructions) Limited to the extent of 1800 sq.mtrs. or thereabout, (ii) Umesh Digambar Jambhulkar & 2 others to the extent of 4400 sq.mtrs. or thereabout and (iii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 8400 sq.mtrs. or thereabout as the Land Holders of the Third Property in Hinjewadi Village.

Further, in the case of Third Property, there is a remark in Other Rights Column of 7/12 extract that the encumbrances of Piramal Trusteeship Services Private Limited.

(iv) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the name of Precisehomes Constructions Private Limited and Macrotech Developers Limited as the Land Holder of the Fourth Property in Hinjewadi Village.

Further, in the case of Fourth Property,

(i) there is a remark entered in Other Rights Column of Rs.1,15,50,025/-, which had been levied as penalty payable under the provision of Section 84C of Bombay Tenancy and Agricultural Land Act, 1948 and

(ii) Deletion of said remark in Other Rights Column of 7/12 extract that the encumbrances of Rs.1,15,50,025/-.

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- (v) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of Precisehomes Constructions Private Limited and Macrotech Developers Limited as the Land Holder of the Fifth Property in Hinjewadi Village.

Further, in the case of Fifth Property, there is deletion of encumbrance of Hinjewadi Co-operative Society entered in Other Rights Column of 7/12 extract.

- (vi) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of Precisehomes Constructions Private Limited and Macrotech Developers Limited as the Land Holder of the Sixth Property in Hinjewadi Village.

- (vii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 321 sq.mtrs. or thereabout and (ii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 3279 sq.mtrs. or thereabout as the Land Holders of the Seventh Property in Hinjewadi Village.

Further, in case of Seventh Property, there is a remark entered in Other Rights Column of 7/12 extract Lease Agreement between Pranpje Schemes (Constructions) Limited, PSC Properties Private Limited, Linker Shelter Private Limited, Precisehomes Constructions Private Limited, Macrotech Developers Limited and Maharashtra State Electricity Distribution Company Limited.

- (viii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 321 sq.mtrs. or thereabout and (ii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 3279 sq.mtrs. or thereabout as the Land Holders of the Eighth Property in Hinjewadi Village.

Further, in case of Eighth Property, there is a remark entered in Other Rights Column of 7/12 extract (i) 99 years Lease Agreement between Precisehomes Constructions Private Limited and Maharashtra State Electricity Distribution Company Limited and (ii) Lease Agreement between Pranpje Schemes (Constructions) Limited, PSC Properties Private Limited, Linker Shelter

Private Limited, Precisehomes Constructions Private Limited, Macrotech Developers Limited and Maharashtra State Electricity Distribution Company Limited.

- (ix) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of (i) Nalanda Shelter Private Limited to the extent of 39500 sq.mtrs. or thereabout and (ii) Macrotech Developers Limited to the extent of 11100 sq.mtrs. or thereabout as the Land Holder of the Ninth Property in Hinjewadi Village.

Further, in the case of Ninth Property, there is a remark in Other Rights Column of 7/12 extract that the encumbrances of IDBI Trusteeship Services Private Limited.

- (x) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflects in the names of (i) Vishnu Haribhau Gaikwad to the extent of 200 sq.mtrs. or thereabout, (ii) Gopal Bulakhi Bhirud to the extent of 250 sq.mtrs. or thereabout, (iii) Rajni Vasudev Nemade and Dhiraj Vasudev Nemade to the extent of 200 sq.mtrs. or thereabout, (iv) Ravindra Laxman Chaudhari to the extent of 250 sq.mtrs. or thereabout, (v) Gokul Sopan Jambhulkar to the extent of 500 sq.mtrs. or thereabout, (vi) Mangal Kaluram Hulavale to the extent of 100 sq.mtrs. or thereabout, (vii) Poonam Ramdas Vidhate to the extent of 300 sq.mtrs. or thereabout, (viii) Nanda Sharad Kondedeshmukh, Kapil Sharad Kondedeshmukh, Sheetal Sandip Hulavale & Seema Datta Bhilare to the extent of 100 sq.mtrs. or thereabout, (ix) Vinayak Parshuram Ranwade to the extent of 300 sq.mtrs. or thereabout and (ii) Macrotech Developers Limited to the extent of 300 sq.mtrs. or thereabout as the Land Holders of the Tenth Property in Hinjewadi Village.

- (xi) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of Pranjpe Schemes (Constructions) Limited and Linker Shelter Private Limited to the extent of 170 sq.mtrs. or thereabout as the Land Holder of the Eleventh Property in Hinjewadi Village.

- (xii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of Pranjpe Schemes (Constructions) Limited, PSC Properties Private Limited and Linker Shelter Private Limited to the extent of 1500 sq.mtrs. or thereabout as the Land Holder of the Twelveth Property in Hinjewadi Village.

Further, in the case of Twelveth Property,

- (i) there is Deletion of said remark in Other Rights Column of 7/12 extract that the encumbrances of Shree Sevagiri G. B. Co-op. Patsanstha Limited Rs.1,50,000/-.
- (ii) Deletion of said remark in Other Rights Column of 7/12 extract that the encumbrances of Hinjewadi Vikas Sahakari Society Rs.15,000/- and
- (iii) Deletion of said remark in Other Rights Column of 7/12 extract that the encumbrances of Shree Sevagiri G. B. Co-op. Patsanstha Limited Rs.8,57,008/-.

- (xiii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflected in the name of Pranjpe Schemes (Constructions) Limited, PSC Properties Private Limited and Linker Shelter Private Limited to the extent of 3000 sq.mtrs. or thereabout as the Land Holder of the Thirteenth Property in Hinjewadi Village.

Further, in case of Thirteenth Property, there is a remark entered in Other Rights Column of 7/12 extract Lease Agreement between Pranjpe Schemes (Constructions) Limited, PSC Properties Private Limited, Linker Shelter Private Limited, Precisehomes Constructions Private Limited, Macrotech Developers Limited and Maharashtra State Electricity Distribution Company Limited.

5) **Search Report for 53 years from 1973 to 2025 (53 years)**

Search Report dated 10/09/2022 issued by Rajendra Jaigude, Advocate and Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk for the search carried out in the offices of concerned Sub Registrar of Assurances in respect of all that said property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2 for the period of 30 years from 1994 to 2025.

Search Report dated 03/07/2024 issued by Mr. Manoj Satam, Title Investigator and Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk for the search carried out in the offices of concerned Sub Registrar of Assurances in respect of all that said property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 for the period of 30 years from 1994 to 2025.

Search Report dated 16<sup>th</sup> August 2024 issued by Mr. Vishwas Daware, Search Clerk for the search carried out in the offices of concerned Sub Registrar of Assurances in respect of all that said property bearing Survey No. 128/2 and 128/2/1 for the period of 30 years from 1964 to 2025.

- 6) On the basis of and relying upon the perusal photocopies of relevant (i) Title documents; (ii) Revenue Records as uploaded on Portals of <https://bhulekh.mahabhumigov.in/>; (iii) Orders/Permissions, Notifications for acquirement of the said property (iv) Search Data of Search conducted in Offices of concerned Sub Registrar and Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record and (v) Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Lodha Developers Limited and relying on representations, information and explanation gathered in connection therewith, I am of the opinion that subject to pending Litigation and subsisting Mortgages, in view of what is set out in Flow of Title being Annexure-A-Flow of Title hereto, title of

- (A) (i) Lodha Developers Limited (formerly known as Macrotech Developers Limited) and Precisehomes Constructions Private Limited as the Owners/Developers, entitled to the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, portion of the property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout, Survey No. 127/2

admeasuring 7700 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout, Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, as absolute the Land Holder / Owner with complete development rights for the same;

- (ii) Lodha Developers Limited (formerly known as Macrotech Developers Limited) as the Owner/Developer, entitled to the property bearing Survey No. 128/2/A admeasuring 11100 sq.mtrs. or thereabout, Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout, Survey No. 129/1/1 admeasuring 170 sq.mtrs. or thereabout, Survey No. 129/2/1 admeasuring 1500 sq.mtrs. or thereabout and Survey No. 129/2/2 admeasuring 3000 sq.mtrs. or thereabout as absolute the Land Holder / Owner with complete development rights for the same and
- (iii) Lodha Developers Limited (formerly known as Macrotech Developers Limited) as the Promoter / Developer with entitlement for development rights of the portion of Third Property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout and carrying out development thereon,

I am of the opinion that in view of what is set out in Flow of Title being Annexure-A hereto and subject to subsisting mortgage as mentioned hereunder, the title of (i) Lodha Developers Limited (formerly known as Macrotech Developers Limited) and (ii) Precisehomes Constructions Private Limited as the Owners of the portion of the said said First Property, Second Property, forming part of Third Property, Fourth Property to Eighth Property, (ii) Lodha Developers Limited (formerly known as Macrotech Developers Limited) as the sole Owners of the said Ninth Property to Thirteenth Property and further (iii) Lodha Developers Limited (formerly known as Macrotech Developers Limited) and (ii) Precisehomes Constructions Private Limited as the Developer of the remaining portion of the Third Property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout, is clear and marketable.

- (B) I am of further opinion that pursuant to
- (i) Memorandum of Understanding dated 10/05/2023 between Macrotech Developers Limited “as MDL” of One Part and Precisehomes Constructions Private Limited “as Precise” of Other Part and notarised Power of Attorney dated 12/05/2023 by Precisehomes Constructions Private Limited in favour of Macrotech Developers Limited thereof for development of the First Property, Second Property, and Fourth Property to Eighth Property and,
- (ii) Memorandum of Understanding dated 21/11/2023 between Macrotech Developers Limited “as MDL” of One Part and Precisehomes Constructions Private Limited “as Precise” of Other Part and notarised Power of Attorney dated 21/11/2023 by Precisehomes Constructions Private Limited in favour of Macrotech Developers Limited thereof for development of the Third Property admeasuring 8400 sq.mtrs. or thereabout and,
- (iii) Memorandum of Understanding dated 13/02/2024 between Macrotech Developers Limited “as MDL” of One Part and Precisehomes Constructions Private Limited “as Precise” of Other Part and notarised Power of Attorney dated 13/02/2024 by Precisehomes Constructions Private Limited in favour of Macrotech Developers Limited thereof for development of the Third Property admeasuring 4400 sq.mtrs. or thereabout,

subject to subsisting mortgage, title of Lodha Developers Limited (formerly known as Macrotech Developers Limited) as the Developer with entitlement of development rights of the Third Property and carry out development of thereon and also deal with and disposed off the Premises constructed on the said Property, is clear and marketable.

#### **Owners of the said Property**

- 1) the Owners of the said First Property comprising Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabouts out of 3800 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune are belonged to Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the First Property in due course.
- 2) the Owners of the said Second Property comprising Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabouts out of 3900 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are belonged to Precisehomes Constructions Private Limited and



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Macrotech Developers Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Second Property in due course.

- 3) the Owners of the said Third Property comprising Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout out of 14600 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are Precisehomes Constructions Private Limited and Macrotech Developers Limited as the Joint Owners. It is represented that the name of Precisehomes Constructions Private Limited and Lodha Developers Limited has been mutated on 7/12 extract of the Third Property in due course.
- 4) the Owner of the said Fourth Property comprising Survey No. 127/2 admeasuring 7700 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are belonged to Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Fourth Property in due course.
- 5) the Owner of the said Fifth Property comprising Survey No. 127/3 admeasuring 3000 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, is Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Fifth Property in due course.
- 6) the Owner of the said Sixth Property comprising Survey No. 127/4 admeasuring 3200 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are belonged to Macrotech Developers Limited and Precisehomes Constructions Private Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Sixth Property in due course.
- 7) the Owners of the said Seventh Property comprising Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout out of 3600 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are Precisehomes Constructions Private Limited and Macrotech Developers Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Seventh Property in due course.
- 8) the Owners of the said Eighth Property comprising Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout out of 3600 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are belonged to Precisehomes Constructions Private Limited and Macrotech Developers Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Eighth Property in due course.
- 9) the Owners of the said Ninth Property comprising Survey No. 128/2/A admeasuring 11100 sq.mtrs. or thereabout out of 50600 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, is belonged to Macrotech Developers Limited as the Owner. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Ninth Property in due course.
- 10) the Owners of the said Tenth Property comprising Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout out of 2500 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, is belonged to Macrotech Developers Limited as the Owner. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Tenth Property in due course.
- 11) the Owners of the said Eleventh Property comprising Survey No. 129/1/1 admeasuring 170 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are Paranjpe Scheme

(Construction) Limited and Linker Shelter Private Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Property comprising Survey No. 129/1/1 admeasuring 170 Sq. mtrs. or thereabout in due course, pursuant to the registered Deed of Conveyance dated 25/06/2025 under Sr. No. HVL-11-16239 of 2025 more particularly mentioned hereinabove.

- 12) the Owners of the said Twelfth Property comprising Survey No. 129/2/1 admeasuring 1500 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are Paranjpe Scheme (Construction) Limited, PSC Properties Private Limited and Linker Shelter Private Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Property comprising Survey No. 129/2/1 admeasuring 1500 Sq. mtrs. or thereabout in due course, pursuant to the registered Deed of Conveyance dated 25/06/2025 under Sr. No. HVL-11-16239 of 2025 more particularly mentioned hereinabove.
- 13) the Owners of the said Thirteenth Property comprising Survey No. 129/2/2 admeasuring 3000 Sq. mtrs. or thereabout, in Village Hinjewadi, Taluka Mulshi, District Pune, are Paranjpe Scheme (Construction) Limited, PSC Properties Private Limited and Linker Shelter Private Limited as the Joint Owners. It is represented that the name of Lodha Developers Limited will be mutated on 7/12 extract of the Property comprising Survey No. 129/2/2 admeasuring 3000 Sq. mtrs. or thereabout in due course, pursuant to the registered Deed of Conveyance dated 25/06/2025 under Sr. No. HVL-11-16239 of 2025 more particularly mentioned hereinabove.
- 14) Qualifying comments/remarks : This Legal Title Report be read and construed in conjunction with Annexure-A, which forming part of this Title Report.

The report reflecting the flow of the title of (i) Lodha Developers Limited (formerly known as Macrotech Developers Limited) and Precisehomes Constructions Private Limited as the Owner/Purchaser to the property bearing Survey No. 126/1 adneasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 adneasuring 3571 sq.mtrs. or thereabout, portion of Survey No. 126/3 adneasuring 8400 sq.mtrs. or thereabout, Survey No. 127/2 adneasuring 7700 sq.mtrs. or thereabout, Survey No. 127/3 adneasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 adneasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 adneasuring 3279 sq.mtrs. or thereabout, Survey No. 128/1/2 adneasuring 3279 sq.mtrs. or thereabout, (ii) Lodha Developers Limited (formerly known as Macrotech Developers Limited) as the sole Owner/Purchaser to the property bearing Survey No. 128/2/A adneasuring 11100 sq.mtrs. or thereabout, Survey No. 128/2/1 adneasuring 300 sq.mtrs. or thereabout, Survey No. 129/1/1 adneasuring 170 sq.mtrs. or thereabout, Survey No. 129/2/1 adneasuring 1500 sq.mtrs. or thereabout and Survey No. 129/2/2 adneasuring 3000 sq.mtrs. or thereabout, aggregating in all adneasuring 51970 square meters or thereabouts AND (iii) Lodha Developers Limited (formerly known as Macrotech Developers Limited) as the Developer/Promoter to the remaining portion of the property bearing Survey No. 126/3 adneasuring 4400 sq.mtrs. or thereabout, forming a part of said Property and with complete development rights thereof is separately enclosed and annexed as **Annexure-"A"**.

Dated this 23<sup>rd</sup> day of July, 2025.

  
(K. P. Mahajan)

**Advocate High Court, Bombay**

**Encl.:** Annexure "A" –Flow of Title

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### FORMAT-A

Circular No. (28/2021)

#### FLOW OF THE TITLE OF THE SAID PROPERTY

Sub.: Title Clearance Certificate with respect to ALL THAT pieces and parcels

Survey No. / Hissa No.	Area as per Deed of Conveyance / Agreement for Sale (in sq. mtrs)	Defined Term
126/1	3471 out of 3800	First Property
126/2	3571 out of 3900	Second Property
126/3	12,800 out of 14600	Third Property
127/2	7,700	Fourth Property
127/3	3,000	Fifth Property
127/4	3,200	Sixth Property
128/1/1	3279 out of 3600	Seventh Property
128/1/2	3279 out of 3600	Eighth Property
128/2/A	11100 out of 50600	Ninth Property
128/2/1	300 out of 2500	Tenth Property
129/1/1	170	Eleventh Property
129/2/1	1500	Twelveth Property
129/2/2	3000	Thirteenth Property
<b>Total</b>	<b>56370 out of 101170</b>	

totally admeasuring 56370 sq.mtrs. or thereabout lying being and situate at Village Hinjawadi, Taluka Mulshi and District Pune (for the sake of brevity individually referred to as “First Property to Thirteenth Property” and briefly collectively referred to as “the said Property”).

I) I have investigated the title of said Property at the request of (i) Lodha Developers Limited (formerly known as Macrotech Developers Limited) a company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001 and (ii) Precisehomes Constructions Private Limited a company incorporated under the Companies Act, 2013, having its registered office at L-111, Dams the Mall, Bhandup West, Mumbai, (“Companies”) (“Companies”) and inter alia on the basis and relying upon the perusal of

- (i) photocopies of certain documents of title and papers as made available to me;
- (ii) Revenue Records;
- (iii) Sub-Registrar Office (SRO) Search Report dated 10/09/2022 issued by Rajendra Jaigude, Advocate and Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk in respect of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2;
- (iv) Sub-Registrar Office (SRO) Search Report dated 03/07/2024 issued by Mr. Manoj Satam, Title Investigator and Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2;

- (v) Registrar of Companies (ROC) Search Report dated 30th August, 2022 issued by Simply CERSAI in respect of Paranjape Schemes (Construction) Limited ("PSCL");
- (vi) ROC Search Report dated 30th August, 2022 issued by Simply CERSAI and 11<sup>th</sup> June 2025 issued by ANG & Co in respect of P.S.C. Properties Private Limited ("PPPL");
- (vii) ROC Search Report dated 20<sup>th</sup> September, 2022 issued by Simply CERSAI and 11<sup>th</sup> June 2025 issued by ANG & Co in respect of Linker Shelter Private Limited ("LSPL");
- (viii) ROC Search Report dated 5<sup>th</sup> June 2025 and 11<sup>th</sup> June 2025 issued by ANG & Co in respect of Precisehomes Constructions Private Limited (PCPL) in respect of property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1, 128/1/2 and 129/1/1, 129/2/1 and 129/2/2;
- (ix) ROC Search Report dated 11<sup>th</sup> June 2025 and 12<sup>th</sup> June 2025 issued by ANG & Co in respect of Macrotech Developers Limited (MDL) in respect of property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1, 128/1/2 and 129/1/1, 129/2/1 and 129/2/2
- (x) Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) Report dated 9<sup>th</sup> June, 2025, 5<sup>th</sup> June, 2025 and 9<sup>th</sup> June, 2025 issued by ANG & Co in respect of MDL, PCPL and property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2;
- (xi) CERSAI Report dated 9<sup>th</sup> June, 2025, 11<sup>th</sup> June, 2025, 11<sup>th</sup> June, 2025 and 11<sup>th</sup> June, 2025 issued by ANG & Co in respect of MDL, PCPL, LSPL, PSC-PPL and property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2;
- (xii) Searches conducted on the Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) dated (i) 23<sup>rd</sup> July 2024 in respect of property bearing Survey No. 128/2/1, (ii) 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and (iii) dated 31<sup>st</sup> August 2024 PSC Properties Private Limited all issued by Cubictree Technology Solutions Private Limited;
- (xiii) Online Litigation Searches dated 4<sup>th</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and dated 31<sup>st</sup> August 2024 in respect of PSC Properties Private Limited;
- (xiv) Searches conducted in the office of the Sub Registrar of Assurances dated 16<sup>th</sup> August 2024 issued by Mr. Vishwas Daware in respect of Survey No. 128/2 and dated 16<sup>th</sup> September 2024 issued by Mr. Vishwas Daware in respect of Survey No. 128/2/1;
- (xv) Searches conducted in the office of the Registrar of Companies dated 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and dated 2<sup>nd</sup> September 2024 in respect of PSC Properties Private Limited both issued by Cubictree Technology Solutions Private Limited;
- (xvi) Search Report dated 16<sup>th</sup> August 2024, issued by Mr. Vishwas Daware in respect of the searches conducted in the concerned office of the Sub-Registrar of Assurances with respect to the said Property;
- (xvii) Searches conducted on the website of Ministry of Corporate Affairs and issued search Reports dated (a) 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and (b) 7<sup>th</sup> August 2024 all issued by Cubic Tree Solutions Private Limited in respect of (i) Brickmix Developers Private Limited, (b) Nalanda Shelter Private Limited and (c) Paranjape Realty Spaces Private Limited conducted on the website of ;
- (xviii) Searches carried out on Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) and issued search Reports dated (a) 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited, (b) 2<sup>nd</sup> July 2024 in respect of Nalanda Shelters Private Limited, (c) 9<sup>th</sup> August 2024 in respect of Brickmix Developers Private Limited, (d) 9<sup>th</sup> August 2024 in respect of Paranjape Realty Spaces Private Limited and (e) 10<sup>th</sup> August 2024 in respect of the said Property all issued by Cubic Tree Solutions Private Limited;
- (xix) Litigation Search Reports dated (a) 4<sup>th</sup> July in respect of Paranjape Schemes (Construction) Limited, (b) 12<sup>th</sup> August 2024 in respect of Paranjape Realty Spaces Private Limited, (c) 12<sup>th</sup> August 2024 in respect of Nalanda Shelters Private Limited and (d) 12<sup>th</sup> August 2024 in respect of Brickmix Developers Private Limited;
- (xx) Declaration cum Indemnity dated 5<sup>th</sup> January, 2023 executed by PSCL; PPPL and LSPL (collectively "the Paranjape Group");
- (xxi) Declaration cum Indemnity dated 9<sup>th</sup> December 2024 executed by Paranjape Schemes (Construction) Limited through its Authorized Signatory Mr. Shrikant Paranjape and

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PSC Properties Private Limited through its Authorized Signatory Mr. Pushkar Apte, in respect of the property bearing Survey No 128/2/1 and

- (xxii) Declaration-cum-Indemnity dated 19<sup>th</sup> December 2024 executed by (i) Brickmix Developers Private Limited, (ii) Paranjape Realty Spaces Private Limited and (iii) Paranjape Schemes (Construction) Limited all through their Authorised Signatory Rahul Shrikant Paranjape ("said Declaration"), I have to state as follows:

## **II) The documents in relation to the ownership of the said Property:**

I have perused following documents of title in respect of the all that said Property i.e. First Property to Thirteenth Property.

- (i) Respective 7/12 Extract in respect of the all that First Property to Thirteenth Property.
- (ii) Mutation Entry No. 2352, 4892, 6252, 6584, 8988, 9101, 9415, 10575, 10673, 10897, 11141, 11193 and 11381 are related to Survey No. 126/1;
- (iii) Mutation Entry No. 2352, 2354, 6584, 6601, 7800, 8988, 9101, 9677, 10558, 10575, 10669, 10673, 10874, 10877, 11141, 11193 and 11381 are related to Survey No. 126/2;
- (iv) Mutation Entry No. 836, 1362, 1946, 2352, 2741, 2786, 4609, 5627, 5696, 6451, 6474, 6515, 6584, 6969, 8043, 8952, 8988, 9036, 9101, 9415, 10575, 10673, 11096, 11308, 11308, 11381 and 11463 are related to Survey No. 126/3;
- (v) Mutation Entry No. 657, 1465, 1551, 1875, 2303, 2351, 3372, 4429, 9101, 9415, 10055, 10187, 10229, 10640, 10898, 11141, 11193 and 11381 are related to Survey No. 127/2;
- (vi) Mutation Entry No. 657, 1266, 1536, 1545, 2546, 2594, 9188, 10228, 10898, 11141, 11193 and 11381 are related to Survey No. 127/3;
- (vii) Mutation Entry No. 872, 1307, 1553, 1948, 2076, 2206, 2536, 3712, 5230, 5546, 7742, 9101, 9415, 10898, 11141, 11193 and 11381 are related to Survey No. 127/4;
- (viii) Mutation Entry No. 2348, 2353, 2536, 3712, 5230, 6601, 7391, 8977, 9101, 10575, 10673, 10839, 10989, 11141, 11193, 11381 and 11980 are related to Survey No. 128/1/1;
- (ix) Mutation Entry No. 836, 1362, 2058, 2204, 2348, 3372, 4429, 7742, 8988, 9101, 9420, 10544, 10575, 10673, 10989, 11141, 11193, 11381, 11638 and 11980 are related to Survey No. 128/1/2;
- (x) Mutation Entry No. 463, 552, 554, 659, 871, 1028, 1155, 1197, 1366, 1458, 1556, 1676, 1678, 1810, 1944, 1946, 1987, 2030, 2242, 2271, 2302, 2324, 2372, 2383, 2384, 2410, 2452, 2475, 2606, 2680, 2681, 2784, 2960, 3175, 3372, 3471, 3738, 3739, 4007, 4022, 4282, 4429, 4468, 4469, 4492, 4601, 4747, 4748, 4749, 4750, 4751, 4752, 4756, 4757, 4761, 4767, 4769, 4808, 4857, 4862, 4863, 4907, 4953, 4994, 5009, 5022, 5049, 5050, 5095, 5125, 5127, 5148, 5248, 5249, 5368, 5692, 5807, 5815, 5882, 5884, 5885, 5890, 5929, 6024, 6051, 6134, 6135, 6192, 6194, 6195, 6222, 6223, 6224, 6225, 6241, 6242, 6243, 6244, 6284, 6383, 6432, 6570, 6577, 6608, 6702, 6803, 6874, 6884, 6887, 7088, 7111, 7275, 7525, 7619, 7660, 7753, 7773, 7832, 7833, 7906, 7955, 7956, 7961, 7965, 7972, 8174, 8552, 8587,

8667, 8667, 8676, 8711, 8734, 8792, 8810, 8836, 8866, 8876, 8986, 8989, 9012, 9019, 9043, 9067, 9070, 9087, 9101, 9142, 9144, 9149, 9152, 9172, 9190, 9196, 9232, 9314, 9330, 9344, 9386, 9405, 9411, 9420, 9432, 9439, 9471, 9505, 9516, 9520, 9538, 9630, 9699, 9700, 9729, 9730, 9731, 9750, 9751, 9756, 9859, 9860, 9861, 9910, 9952, 9957, 10300, 10302, 10303, 10390, 10467, 10489, 10605, 11796 and 11860 are related to Survey No. 128/2/A;

- (xi) Mutation Entry No. 463, 1810, 1944, 1946, 2242, 2302, 2372, 2475, 3372, 3738, 3739, 4007, 4429, 4468, 4469, 4752, 4756, 4757, 4761, 4807, 4808, 4857, 4862, 5022, 5049, 5050, 5148, 5248, 5249, 5368, 6222, 6223, 6224, 6225, 6241, 6242, 6243, 6244, 7832, 7833, 7906, 8174, 8520, 8587, 8667, 8667, 8711, 8734, 8866, 9101, 9420, 9516, 9616, 9699, 9700, 9731, 9860, 9861, 9910, 9957, 10467, 10489, 10605, 10895, 10896, 10902, 11052, 11259 and 11860 are related to Survey No. 128/2/1;
- (xii) Mutation Entry No. 871, 1366, 1458, 1944, 1946, 2384, 2606, 2680, 2784, 3175, 3471, 4282, 4492, 5882, 5885, 6608, 6803, 8734, 8792, 9101, 9144, 9190, 9538, 9729, 9730, 9751, 9756, 9952, 9957, 10302, 10390, 10605 and 10931 are related to Survey No. 129/1/1;
- (xiii) Mutation Entry No. 941, 1810, 1944, 1946, 2498, 3131, 4268, 7747, 8625, 8811, 9101, 9420, 11502, 11620, 11623 and 11665 are related to Survey No. 129/2/1;
- (xiv) Mutation Entry No. 2498, 4268, 7767, 8139, 9101, 11620, 11623 and 11980 are related to Survey No. 129/2/2;
- (xv) Sale Deed dated 22<sup>nd</sup> June, 1978 executed and registered under Serial No. MVL-577 of 1978 with the Office of Sub Registrar of Assurances Mulshi by and between Chandrabhaga Gyanu Jambhulkar (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser), for sell and convey the property bearing Survey No. 127/1 admeasuring 708.19 square metres or thereabout and Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout.
- (xvi) Sale Deed dated 21<sup>st</sup> June, 1980 executed and registered under serial no MVL-916 of 1980 with the office of Sub-Registrar of Assurances by and between Nathu Narayan Sakhare (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 700 sq.mtrs. or thereabouts and Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- (xvii) Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-201-1981 with the Office of Sub-Registrar of Assurances by and between Sopan Baburao Jambhulkar (Vendor) in favour of Vithal Baburao Jhambulkar (Purchaser) for sell and convey the property bearing Survey No. 127/1 admeasuring 700 sq.mtrs. or thereabouts and Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- (xviii) Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Vithal Baburao Jambhulkar (Purchaser) for sell and convey portion of the property bearing Survey No. 128/1/1 and 128/1/2.
- (xix) Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances Maval, by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Gyanoba Jambhulkar (Purchaser) for sell and convey the property bearing Survey No. 126/1 and 126/2.
- (xx) Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-206 of 1981 with the Office of Sub-Registrar of Assurances Maval, by and between Baburao Keshavrao Jhambulkar (Vendor) in favour of Devran Baburao Jambhulkar (Purchaser), for sell and convey the property bearing Survey No. 126/2.
- (xxi) Sale Deed dated 27<sup>th</sup> January, 1981 executed between Baburao Keshavrao Jhambulkar (Vendor) in favour of Sopan Baburao Jambhulkar (Purchaser), for sell and convey portion of the property bearing Survey No. 128/1/1.
- (xxii) Sale Deed dated 25<sup>th</sup> January, 1983 executed and registered under serial No. MVL-156-1983 with the Office of Sub-Registrar of Assurances by and between Sopan Bala Hulawale & others (Vendors) in favour of Gyanoba Baburao Jhambulkar (Purchaser)

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for sell and convey the property bearing Survey No. 127/1 admeasuring 1400 sq.mtrs. or thereabouts.

- (xxiii) Sale Deed dated 15<sup>th</sup> October, 1986 executed and registered under serial No. 2553 of 1986 with the Office of Sub-Registrar of Assurances by and between Sopan Bala Hulawale & Others (Vendors) and Vithal Baburao Jambhulkar (Purchaser), for sell and convey property bearing Survey No. 127/3.
- (xxiv) Release Deed dated 24<sup>th</sup> March, 2003 executed and registered under serial No. MLS-1321 of 2003 with Office of Sub Registrar and Assurances Mulshi, by and between Savitribai Vithoba Jambhulkar (Releasor) in favour of (i) Vasant Vithoba Jambhulkar, (ii) Digambar Vithoba Jambhulkar and (iii) Ramdas Vithoba Jambhulkar (Releasee), for released and relinquished her rights for Survey No. 126/3 admeasuring 14,600 sq.mtrs. or thereabouts.
- (xxv) Sale Deed dated 27<sup>th</sup> March, 2006 executed and registered under serial No. MLS-1797 of 2006 with Office of Sub Register and Assurances Mulshi, by and between Vasant Vithoba Jambhulkar & Others (Vendors) in favour of Sudhir Shivdev Bapat (Purchaser) for sell and convey the property bearing Survey No. 126/3 admeasuring 1,800 sq.mtrs. or thereabouts.
- (xxvi) Sale Deed dated 03<sup>rd</sup> April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances Mulshi, by and between Vitthal Baburao Jambhulkar & Others (Vendors) in favour of Sudhir Shivdev Bapat (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.
- (xxvii) Partition Deed dated 18<sup>th</sup> August, 2006 executed and registered under serial No. MLS-5421 of 2006 with Office of Sub-Registrar of Assurances and executed amongst (i) Ramdas Vithoba Jambhulkar (ii) Digambar Vithoba Jambhulkar and (iii) Vasant Vithoba Jambhulkar, for property bearing Survey No. 126/3 admeasuring 4,400 sq.mtrs. or thereabouts in favour of Digambar Vithoba Jambhulkar and Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts in favour of Ramdas Vithoba Jambhulkar.
- (xxviii) Exchange Deed dated 20<sup>th</sup> October 2010 executed and registered under serial No. MLS2-3825 of 2010 with the Office of Sub Registrar of Assurances by and between Sopan Baburao Jambhulkar (Sopan) and Vitthal Baburao Jambhulkar (Vitthal), Sopan exchanged Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout with Vitthal against Survey No. 128/1/2 admeasuring 3,600 sq.mtrs. or thereabout.
- (xxix) Sale Deed dated 04<sup>th</sup> August, 2016 executed and registered under serial No. MLS2-7226 of 2016 with Office of Sub-Registrar of Assurances Mulshi, by and between Sudhir (Vendor) and Nalanda Shelter Private Limited (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.
- (xxx) Sale Deed dated 6<sup>th</sup> August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances Mulshi by and between

Sudhir Shivdev Bapat (Vendor) in favour of Nalanda Shelter Private Limited ("NSPL") (Purchaser) for sell and convey the property bearing Survey No. 126/3 admeasuring 1,800 sq.mtrs. or thereabouts.

- (xxxix) Partition Deed dated 16<sup>th</sup> September, 2016 executed and registered under serial No. MLS-8530 of 2016 with Office of Sub-Registrar of Assurances and executed amongst (i) Anita Rohidas Shirke, (ii) Umesh Digambar Jhambulkar, (iii) Ganesh Vasant Jhambulkar, (iv) Dattatray Digambar Jhambulkar, (v) Malan Rajkumar Bhosle, (vi) Mangal Digambar Jhambulkar, (vii) Ramdas, (viii) Leelabai Vasant Vithoba Jhambulkar, (ix) Shivnath Digambar Jhambulkar, (x) Sheela Rajendra Nalawade, (xi) Shankar Vasant Jhambulkar (xii) Sunita Chandrakant Shirke, (xiii) Sunanda alias Sushma Harish, (xiv) Sulochana Gyaneshwar Ranvde, for property bearing Survey No. 126/3 admeasuring 12,800 sq.mtrs. or thereabouts (a) for property bearing Survey No. 126/3 admeasuring 4,400 sq.mtrs. or thereabouts in favour of Dattatray Digambar Jambhulkar & Others and (b) Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts in favour of Ramdas Vithoba Jambhulkar.
- (xxxix) Sale Deed dated 12<sup>th</sup> April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances Mulshi, by and between of Nalanda Shelter Private Limited (Vendor) in favour of Flagship Infrastructure Limited (Purchaser) for sell and convey a portion of the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout, Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout.
- (xxxix) Gift Deed dated 2<sup>nd</sup> August, 2021 executed and registered under serial No. MLS-02-11087 of 2021 with the Office of Sub Registrar of Assurances executed by Sopan (Donor) in favour of Gokul Sopan Jhambulkar (Donee), for gifted to portion of Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabouts.
- (xxxix) Gift Deed dated 23<sup>rd</sup> June, 2022 executed and registered under serial No. MLS02-12045 of 2022 with the Office of Sub Registrar of Assurances by and between Sopan Baburao Jambhulkar (Donor) in favour of Gokul Sopan Jhambulkar (Donee), for gifted to portion of Survey No. 128/1/1 admeasuring 3,279 sq.mtrs. or thereabouts.
- (xxxix) Sale Deed dated 2<sup>nd</sup> August, 2022 executed and registered under serial No. MLS-15216 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Gyanoba Jambhulkar (Vendor) with confirmation of Tarabai Gyanoba Jambhulkar & others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited; and (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey property bearing Survey Nos. Survey Nos. 126/1 admeasuring 3471 sq.mtrs. or thereabout and 127/1 admeasuring 1400 sq.mtrs. or thereabout.
- (xxxix) Sale Deed dated 8<sup>th</sup> August, 2022 executed and registered under serial No. MLS-11779 of 2022 with the Office of Sub Registrar of Assurances by and between Gokul Sopan Jhambulkar (Vendor) with confirmation of Sopan Baburao Jambhulkar & Others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited, (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey portion of the property bearing Survey No. 128/1/1 and 128/1/2.
- (xxxix) Sale Deed dated 12<sup>th</sup> August, 2022 executed and registered under serial No. MLS2-12041 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Abhishek Devram Jambhulkar & Others (Vendors) with confirmation of Shivani Abhishek Jambhulkar & others (Confirming Parties) in favour of (i) Paranjpe Schemes (Construction) Limited; and (ii) P.S.C. Properties Private Limited (Purchasers) for sell and convey a portion of the property bearing Survey Nos. 126/2 admeasuring 3571 sq.mtrs. or thereabout.
- (xxxix) Confirmation Deed dated 12<sup>th</sup> August, 2022 executed and registered under serial No. MLS-12022 of 2022 with the Office of the Sub Registrar of Assurances, Mulshi by and between Dattatray Nathu Sakhare & Others (Confirmers) and Vithal Baburao Jhambulkar, the Confirmers confirmed the sale and transfer of Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts.
- (xxxix) Sale Deed dated 26<sup>th</sup> August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Vitthal Baburao Jambhulkar (Vendor) in favour of (i) Paranjpe Schemes



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(Construction) Limited, (ii) P.S.C. Properties Private Limited and (iii) Linker Shelter Private Limited (Purchasers) for sell and convey property bearing Survey Nos. 127/1 admeasuring 700 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 7,700 sq.mtrs. or thereabouts, Survey No. 127/3 admeasuring 3,000 sq.mtrs. or thereabouts and Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabouts.

- (xl) Agreement to Sale dated 28<sup>th</sup> March, 2023 executed and registered under serial No. MLS-2-6148 of 2023 with Office of Sub-Registrar of Assurances Mulshi by and between (i) Ramdas Vithoba Jambhulkar, (ii) Nilesh Ramdas Jambhulkar, (iii) Sandeep Ramdas Jambhulkar, (iv) Gopinath Ramdas Jambhulkar, (v) Suvarna Vijay Marne and (vi) Vaishali Devidas Jadhav (Vendors) in favour of (i) PSCL and (ii) LSPL (Purchasers) for the property bearing Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts.
- (xli) Deed of Conveyance dated 4<sup>th</sup> September, 2023 executed and registered under Sr. No. MLS2-20519-2023, between (i) Ramdas Vithoba Jambhulkar, (ii) Nilesh Ramdas Jambhulkar, (iii) Sandeep Ramdas Jambhulkar, (iv) Gopinath Ramdas Jambhulkar, (v) Suvarna Vijay Marne and (vi) Vaishali Devidas Jadhav ("**Owner**"), and (i) Indumati Ramdas Jambhulkar, (ii) Mohini Nilesh Jambhulkar, (iii) Rupesh Nilesh Jambhulkar, (iv) Samruddhi Nilesh Jambhulkar, (v) Krishna Nilesh Jambhulkar, (vi) Swapnali Sandeep Jambhulkar, (vii) Tejashree Gopinath Jambhulkar and (viii) Arvi Gopinath Jambhulkar (Confirming Party) and (i) Paranjpe Scheme (Construction) Limited ("**Purchaser No. 1**") and 2) Linker Shelter Private Limited ("**Purchaser No. 2**") for sale, convey and transfer of property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout.
- (xlii) Memorandum of Understanding dated 10/05/2023 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) for development of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts.
- (xliii) Notarised Powers of Attorney dated 12/05/2023 executed by Precisehomes Constructions Private Limited (Grantor) in favour of Macrotech Developers Limited (Attorney) and notarised under serial No. 359/17 on 12/05/2023 for development of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts.
- (xliv) Memorandum of Understanding dated 21/11/2023 and notarised under serial No. 1873/82 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) for development of the property bearing Survey No. 126/3.

- (xlv) Notarised Powers of Attorney dated 21/11/2023 executed by Precisehomes Constructions Private Limited (Grantor) in favour of Macrotech Developers Limited (Attorney) for development of the property bearing Survey No. 126/3.
- (xlvi) Memorandum of Understanding dated 21/11/2023 and notarised under serial No. 1873/82 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) for development of the property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout.
- (xlvii) Notarised Powers of Attorney dated 21/11/2023 executed by Precisehomes Constructions Private Limited (Grantor) in favour of Macrotech Developers Limited (Attorney) for development of the property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout.
- (xlviii) Memorandum of Understanding dated 13/02/2024 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) for development of the property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout.
- (xlix) Agreement to Sell dated 23<sup>rd</sup> February 2024 registered with the Sub Registrar of Assurances at Serial No. MLS-4718 of 2024 executed between NSPL referred to as the Vendor therein of the First Part, (i) BDPL referred to as the Party of the Second Part, (ii) PRSPL referred to as the Party of the Third Part and (iii) PSCL collectively referred to as the Purchasers therein of the Fourth Part for development of property bearing Survey No. 128/2/A.
- (l) Power of Attorney dated 23<sup>rd</sup> February 2024 registered with the Sub Registrar of Assurances at Serial No. MLS-4719 of 2024, NSPL nominated, constituted and appointed BDPL for property bearing Survey No. 128/2/A.
- (li) Power of Attorney dated 23<sup>rd</sup> February 2024 registered with the Sub Registrar of Assurances at Serial No. MLS-4721 of 2024, NSPL nominated, constituted and appointed BDPL to do and execute all acts, deeds, matters for property bearing Survey No. 128/2/A.
- (lii) Sale Deed dated 10<sup>th</sup> July 2001 registered with the Sub Registrar of Assurances at Serial No. MLS-3610 of 2001 executed between Dattatraya through his power of attorney holder Soamnath Tapkir referred to as the Vendor therein of the One Part and Rajaram Nana More referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2.
- (liii) Sale Deed dated 9<sup>th</sup> July 2018 registered with the Sub Registrar of Assurances at Serial No. MLS-2-12216 of 2018 executed between (i)Pravin Dattatraya Jambhulkar (*for himself and as Karta of his HUF*) and Others referred to as the Vendors therein of the One Part and Nalanda Shelters Private Limited ("**NSPL**") referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2
- (liv) Sale Deed dated 31<sup>st</sup> July 2018 registered with the Sub Registrar of Assurances at Serial No. MLS-2-13709 of 2018 executed between (i) Sunita Tapkir and (ii) Soamnath Tapkir referred to as the Vendor therein of the One Part and NSPL referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2
- (lv) Sale Deed dated 31<sup>st</sup> July 2018 registered with the Sub Registrar of Assurances at Serial No. MLS-2-13713 of 2018 executed between (i) Soamnath Tapkir and (ii) Sunita Tapkir referred to as the Vendor therein of the One Part and NSPL referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2
- (lvi) Sale Deed dated 15<sup>th</sup> February 2005 registered with the Sub Registrar of Assurances at Serial No. MLS-2-997 of 2005 executed between (i) Rajendra and (ii) Vijay referred to as the Vendors therein of the One Part and Bharat Suvalal Desadla referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2
- (lvii) Agreement to Sell dated 17<sup>th</sup> June 2022 registered with the Sub Registrar of Assurances at Serial No. MLS-2-11525 of 2022 executed between Rajaram Nana

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More as the Part of the One Part and Chandrakant Baburao Khonde as the Party of the Other Part for development of property bearing Survey No. 128/2/1.

- (lviii) Power of Attorney dated 17<sup>th</sup> June 2022 registered with the Sub Registrar of Assurances at Serial No. MLS -2-11527 of 2022 executed by (i) Rajaram Nana More and (ii) Dilip Rajaram More appointed and nominated Chandrakant Baburao Khonde for all the acts, deed and things mentioned therein for property bearing Survey No. 128/2/1.
- (lix) Sale Deed dated 28<sup>th</sup> July 2022 registered with the Sub Registrar of Assurances at Serial No. MLS-11107 of 2022 executed between Rajaram More through his power of attorney holder Chandrakant Khonde referred to as the Vendor therein of the One Part, (i) Paranjape Schemes (Construction) Limited and (ii) PSC Properties Private Limited collectively referred to as the Purchaser therein of the Second Part and (i) Dilip Rajaram More (*through Chandrkant Khonde*) and (ii) Chandrkant Khonde collectively referred to as the Consenting Parties therein of the Third Part for sell and convey property bearing Survey Nos.128/2/1.
- (lx) Sale Deed dated 28<sup>th</sup> July 2022 registered with the Sub Registrar of Assurances at Serial No. MLS-11108 of 2022 executed between (1) Shridhar Jambhulkar, (2) Sandip Hulawale and (3) Gaurainath Sakhre referred to as the Vendor therein of the One Part, (i) PSCL and (ii) PPPL collectively referred to as the Purchaser therein of the Second Part and (i) Dilip Rajaram More (*Through Chandrkant Baburao Khonde*) and (ii) Chandrkant Baburao Khonde collectively referred to as the Consenting Parties therein of the Third Part for sell and convey property bearing Survey Nos.128/2/1.
- (lxi) Sale Deed dated 10<sup>th</sup> July 2001 registered with the Sub Registrar of Assurances at Serial No. MLS-3610 of 2001 executed between Dattatraya through his power of attorney holder Soamnath Tapkir referred to as the Vendor therein of the One Part and Rajaram Nana More referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2/1.
- (lxii) Sale Deed dated 11<sup>th</sup> April 2001 registered with the Sub Registrar of Assurances at Serial No. MLS-2050 of 2001 executed between Dattatraya through his power of attorney holder Soamnath Tapkir referred to as the Vendor therein of the One Part and Nandakumar Gyaneshwar Kalmalkar referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2.
- (lxiii) Sale Deed dated 17<sup>th</sup> August 2000 registered with the Sub Registrar of Assurances at Serial No. 3611 of 2001 executed between Nandakumar Kalmalkar referred to as the Vendor therein of the One Part and Pramod Mohan Gholkar referred to as the Purchaser therein of the Other Part for sell and convey property bearing Survey Nos.128/2.
- (lxiv) Sale Deed dated 26<sup>th</sup> April 2021 registered with the Sub Registrar of Assurances at Serial No. MLS -2 - 7158 of 2021 executed between Pramod Gholkar referred to as the Vendor therein of the One Part and (i) Gaurinath Bhagwan Sakhre, (ii) Sandip Gyaneshwar Hulawale and (iii) Shridhar Rajaram Jambhulkar of the Other Part for sell and convey property bearing Survey Nos.128/2.
- (lxv) Sale Deed dated 1<sup>st</sup> October, 1952 registered with the Office of Sub-Registrar of Assurances under serial No. MVL-929 of 1952 and executed between (i) Yashwant Chintamani Gokhale and (ii) Shripad Chintamani Gokhale (therein referred to as Vendors) of the One Part and (i) Shivram Janu Jambhulkar and (ii) Damu Janu

Jambhulkar (there in referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.

- (lxvi) Sale Deed dated 12<sup>th</sup> July, 1990 registered with the Office of Sub-Registrar of Assurances under Serial No. MVL-3090 of 1990 and executed between Damu Janu Jambhulkar (therein referred to as the Vendor) of One Part and (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- (lxvii) Correction Deed dated 14<sup>th</sup> December, 1998 registered with the Office of Sub-Registrar of Assurances under serial No. MLS- 4777 of 1998 and executed between (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as Purchasers) of the One Part and (i) Tarabai Khandu Mankar, (ii) Chaguna Arun Alias Arjun Yadav, (iii) Ananda Damu Jambhulkar, (iv) Pandurang Damu Jambhulkar and (v) Maruti Damu Jambhulkar (therein referred to as Vendors) of the Other Part for property bearing Survey Nos.129/1/1.
- (lxviii) Sale Deed dated 15<sup>th</sup> February, 2005 registered with the Office of Sub-Registrar of Assurances under Serial No. MLS-997 of 2005 and executed between (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as the Vendors) of the One Part and Bharat Suvalal Desdala (therein referred to as Purchaser) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- (lxix) Sale Deed dated 5<sup>th</sup> November, 2012 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-6199 of 2012 and executed between (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as Vendors) of the One Part and (i) Ganesh Netaji Jambhulkar and (ii) Ram Maruti Jambhulkar (therein referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- (lxx) Sale Deed dated 12<sup>th</sup> August, 2015 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-6784 of 2015 and executed between (i) Rajendra Vithal Pandhare and (ii) Vijay Govind Nikam (therein referred to as Vendors) of the One Part and Anand Bajirao Sathe (therein referred to as Purchaser) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- (lxxi) Sale Deed dated 24<sup>th</sup> January, 2017 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-928 of 2017 and executed between Bharat Suvalal Desdala (therein referred to as Vendor) of the One Part and Nalanda Shelter Private Limited through its director Nitin Sharad Vaidya (therein referred to as Purchaser) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- (lxxii) Sale Deed dated 23<sup>rd</sup> July, 2018 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-14429 of 2018 and executed between (i) Nitaji Ananda Jambhulkar, (ii) Babe Nitaji Jambhulkar, (iii) Ganesh Nitaji Jambhulkar, (iv) Vaishali Ganesh Jambhulkar, (v) Sarthaki Ganesh Jambhulkar, (vi) Samarth Ganesh Jambhulkar, (vii) Sarika Rahul Kate Alias Sarika Nitaji Jambhulkar, (viii) Sambhaji Ananda Jambhulkar (ix) Sangita Sambhaji Jambhulkar, (x) Mahesh Sambhaji Jambhulkar, (xi) Nagesh Sambhaji Jambhulkar (xii) Poonam Sham Bhingade alias Poonam Sambhaji Jambhulkar, (xiii) Mangal Chandrakant Takalkar (xiv) Kavita Bandhopant Jadhav alias Kavita Ananda Jambhulkar, (xv) Maruti Damu Jambhulkar, (xvi) Asha Maruti Jambhulkar, (xvii) Laxman Maruti Jambhulkar, (xviii) Poonam Laxman Jambhulkar, (xix) Sanskruti Laxman Jambhulkar, (xx) Sahil Laxman Jambhulkar, (xxi) Ram Maruti Jambhulkar, (xxii) Archana Ram Jambhulkar, (xxiii) Ayush Ram Jambhulkar (xxiv) Arun Ram Jambhulkar, (xxv) Tarabai Khandu Mankar, (xxvi) Chaguna Arun Alias Arjun Yadav (therein referred to as Vendors) of the One Part and NSPL through its director Sanjay Pandurang Joshi (there in referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- (lxxiii) Sale Deed dated 23<sup>rd</sup> July, 2018 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-14424 of 2018 and executed between Anand Bajirao Sathe (therein referred to as Vendor) of the One Part and Nalanda Shelter Private Limited through its director Sanjay Pandurang Joshi (therein referred to as Purchaser) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.

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- (lxxiv) Sale Deed dated 27<sup>th</sup> June, 2007, registered with the Office of Sub Registrar of Assurances under Serial No. 4445 of 2007 and executed between (i) Kaluram Shivram Jambhulkar, (ii) Phulabai Kaluram Jambhulkar, (iii) Govind Kaluram Jambhulkar, (iv) Gopal Kaluram Jambhulkar, (v) Balasaheb (vi) Navnath Sudam Jambhulkar (vii) Laxmibai, (viii) Sunita (therein referred to as Vendors) of the One Part and Dattatraya Maruti Jambhulkar (there in referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- (lxxv) Sale Deed dated 6<sup>th</sup> July, 2018 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-12149 of 2018 and executed between (i) (a) Praveen, (b) Smita Praveen Jambhulkar, (c) Ishita Praveen Jambhulkar, minor represented by their natural guardian Praveen, (d) Priyal Praveen Jambhulkar minor represented by the natural guardian Praveen, (ii) (a) Vishal, (b) Archana Vishal Jambhulkar, (c) Vishwajeet Vishal Jambhulkar, minor represented by the natural guardian Vishal, (d) Aarvi Vishal Jambhulkar, minor represented by the natural guardian Vishal, (iii) (a) Nilesh, (b) Aishwarya Nilesh Jambhulkar, (c) Adiraj Nilesh Jambhulkar minor represented by the natural guardian Nilesh, (iv) Mangal (v) (a) Shantaram Maruti Jambhulkar, (b) Urmila Shantaram Jambhulkar, (c) Pankaj Shantaram Jambhulkar, (d) Shreya Pankaj Jambhulkar, (e) Monica Pradeep Chaudhe, (vi) Kalavati Vithoba Vakadkar, (vii) (a) Bababai, (b) Mangal Ranvade, (c) Shalan, (d) Sumitra, (e) Eknath, (viii) Subadhrabai, (ix) Muktabai Aburao Yewale, (ix) (a) Babasaheb Baburao Yewale, (b) Sunanda Balu Mandekar, (x) Janabai Murlidhar Devkar, (xi) Manubai alias Manabai alias Manisha Ganpat Jadhav (therein referred to as Vendors) of the First Part and NSPL through its Director Vikram Anand Godse (there in referred to as Purchaser) of the Second Part; and (i) (a) Shivaji Maruti Jambhulkar b) Subhadra Shivaji Jambhulkar, (c) Samrat Shivaji Jambhulkar and (d) Sonali Shivaji Jambhulkar (therein referred to as Confirming Party) of the Third Part for sell and convey property bearing Survey Nos.129/1/1.
- (lxxvi) Sale Deed dated 29<sup>th</sup> September, 2022 registered with the Office of Sub Registrar of Assurances under serial No. MLS-14790 of 2022 and executed between (i) Chandrabhaga, (ii) Sudhir, (iii) Anil and (iv) Surekha (therein referred to as Vendors) of the One Part and Paranjape Schemes (Construction) Limited and Linker Shelter Private Limited (therein referred to as Purchasers) of the Other Part for sell and convey property bearing Survey Nos.129/1/1.
- (lxxvii) Agreement to Sell dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14839 of 2024 and executed between (i) PSCL (therein referred to as the Vendor No. 1) of the First Part, (ii) LSPL (therein referred to as Vendor No. 2) of the Second Part and (iii) PSC Properties Private Limited (therein referred to as the Vendor No. 3) of the Third Part (collectively referred to as Vendors) and Macrotech Developers Limited (therein referred to as the Purchaser) of the Fourth Part for development of property bearing Survey No. 129/1/1.
- (lxxviii) Irrevocable Power of Attorney dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14840 of 2023 and executed by PSCL, PPL and LSPL in favour of MDL for property bearing Survey No. 129/1/1.
- (lxxix) Mortgage Deed dated 26<sup>th</sup> May, 2015 registered with the Office of Sub-Registrar of Assurances under Serial No MULSHI-2-4653 of 2015 and executed between Dhondiba (therein referred to as Mortgagee) of One Part and Shri Sevagiri Rural Non-Agricultural Cooperative Credit Union (therein referred to as Mortgagor) of the Other Part for property bearing Survey No. 129/2/1.

- (lxxx) Mortgage Deed dated 19<sup>th</sup> November, 2015 registered with the Office of Sub-Registrar of Assurances under serial no. MLS-2--9421 of 2015 and executed between Sevagiri Rural Non-Agricultural Co-operative Credit Society Limited of First Part and Sharad Dhondiba Jambhulkar of the Second Part and Dhondiba (therein referred to as Confirming Party) of the Third Part for property bearing Survey No. 129/2/1.
- (lxxxi) Re-conveyance Deed dated 8<sup>th</sup> April, 2024 registered with the Office of Sub-Registrar of Assurances under Serial No MULSHI-2-9276 of 2024 and executed between Sharad Dhondiba Jambhulkar of One Part and Shri Sevagiri Nagari Sahakari Institution of the Other Part for property bearing Survey No. 129/2/1.
- (lxxxii) Sale Deed dated 10<sup>th</sup> June, 2024 and registered with the Office of Sub-Registrar of Assurances under serial no. MLS-14274 of 2024 and executed between (i) Paranjape Schemes (Construction) Limited through their authorized signatory Shrikant Purushottam Paranjape, (ii) Linker Shelter Private Limited through their authorized signatory Shrikant and (iii) P.S.C. Properties Private Limited through their authorized signatory Shrikant (therein referred to as Purchasers) of One Part and (i) Dhondiba, (ii) Dilip and (iii) Uttam (therein referred to as Vendors) of the Second Part and (i) Baysabai Dashrath Liman, (ii) Bayda Dhondiba Jambhulkar, (iii) Sharad Dhondiba Jambhulkar, (iv) Deepali Sharad Jambhulkar, (v) Sai Sharad Jambhulkar minor through his natural guardian Sharad, (vi) Sarvesh Sharad Jambhulkar minor through his natural guardian Sharad, (vii) Nilesh Dhondiba Jambhulkar, (viii) Kajal Nilesh Jambhulkar, (ix) Vedika Nilesh Jambhulkar minor through her natural guardian Nilesh, (x) Sheetal Mohan Balakvade, (xi) Sopan Uttam Jambhulkar, (xii) Jyoti Sopan Jambhulkar, (xiii) Vaibhav Sopan Jambhulkar, (xiv) Vaishnav Sopan Jambhulkar, (xv) Pramila Dagdu Yevale, (xvi) Kanta Sanjay Bodke, (xvii) Shanta Anil Kadam, (xix) Alka Dilip Jambhulkar, (xx) Swapnil Dilip Jambhulkar, (xxi) Sakshi Swapnil Jambhulkar, (xxii) Snehal Swapnil More and (xxiii) Rutuja Vaibhav Jambhulkar (therein referred to as the Confirming Parties) of the Third Part for sell and convey property bearing Survey Nos.129/2/1.
- (lxxxiii) Agreement to Sell dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14839 of 2024 and executed between (i) PSCL (therein referred to as the Vendor No. 1) of the First Part, (ii) LSPL (therein referred to as Vendor No. 2) of the Second Part and (iii) PSC Properties Private Limited (therein referred to as the Vendor No. 3) of the Third Part (collectively referred to as Vendors) and Macrotech Developers Limited (therein referred to as the Purchaser) of the Fourth Part for development of property bearing Survey No. 129/2/1.
- (lxxxiv) Irrevocable Power of Attorney dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14840 of 2023 and executed by PSCL, PPL and LSPL in favour of MDL for property bearing Survey No. 129/2/1.
- (lxxxv) Sale Deed dated 10<sup>th</sup> June, 2024 and registered with the Office of Sub-Registrar of Assurances under serial no. MLS-14274 of 2024 and executed between (i) Paranjape Schemes (Construction) Limited through their authorized signatory Shrikant Purushottam Paranjape, (ii) Linker Shelter Private Limited through their authorized signatory Shrikant and (iii) P.S.C. Properties Private Limited through their authorized signatory Shrikant (therein referred to as Purchasers) of One Part and (i) Dhondiba, (ii) Dilip and (iii) Uttam (therein referred to as Vendors) of the Second Part and (i) Baysabai Dashrath Liman, (ii) Bayda Dhondiba Jambhulkar, (iii) Sharad Dhondiba Jambhulkar, (iv) Deepali Sharad Jambhulkar, (v) Sai Sharad Jambhulkar minor through his natural guardian Sharad, (vi) Sarvesh Sharad Jambhulkar minor through his natural guardian Sharad, (vii) Nilesh Dhondiba Jambhulkar, (viii) Kajal Nilesh Jambhulkar, (ix) Vedika Nilesh Jambhulkar minor through her natural guardian Nilesh, (x) Sheetal Mohan Balakvade, (xi) Sopan Uttam Jambhulkar, (xii) Jyoti Sopan Jambhulkar, (xiii) Vaibhav Sopan Jambhulkar, (xiv) Vaishnav Sopan Jambhulkar, (xv) Pramila Dagdu Yevale, (xvi) Kanta Sanjay Bodke, (xvii) Shanta Anil Kadam, (xix) Alka Dilip Jambhulkar, (xx) Swapnil Dilip Jambhulkar, (xxi) Sakshi Swapnil Jambhulkar, (xxii) Snehal Swapnil More and (xxiii) Rutuja Vaibhav Jambhulkar (therein referred to as the Confirming Parties) of the Third Part for sell and convey property bearing Survey Nos.129/2/2.
- (lxxxvi) Agreement to Sell dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14839 of 2024 and executed between (i) PSCL (therein referred to as the Vendor No. 1) of the First Part, (ii) LSPL (therein referred to as Vendor No. 2) of the Second Part and (iii) PSC Properties Private Limited (therein referred to as the Vendor No. 3) of the Third Part (collectively referred to as Vendors)

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and Macrotech Developers Limited (therein referred to as the Purchaser) of the Fourth Part for development of property bearing Survey No. 129/2/2.

- (lxxxvii) Irrevocable Power of Attorney dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14840 of 2023 and executed by PSCL, PPL LLSPL in favour of MDL for property bearing Survey No. 129/2/2.
- (lxxxviii) Mortgage Deed dated 18<sup>th</sup> October, 2016 executed and registered under serial No. Mulashi-2 No. 9711 of 2016 by and between Nalanda Shelter Private Limited and Qubix Business Park Private Limited with IDBI Trusteeship Services Limited for property bearing Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2.
- (lxxxix) Mortgage Deed dated 31<sup>st</sup> August, 2017 executed and registered under serial No. Mulashi-2 No. 11701 of 2017 by and between Nalanda Shelter Private Limited through authorized signatory Vikram Godase, Lavim Developers Private Limited through authorized signatory Vikram Godase, Shrikant Paranjape through POA holder Sachin Kshirasagar Shashank Paranjape through PoA holder Sachin Kshirasagar with Aditya Birla Finance Limited for property bearing Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2.
- (xc) By Deed of Reconveyance dated 08<sup>th</sup> November 2017 executed and registered under No. MLS2-14954-2017, by IDBI Trusteeship Services Limited (Debenture Trustee) in favour of NSPL.
- (xci) By Deed of Reconveyance dated 31<sup>st</sup> July 2019 executed and registered under No. HVL4-6313-2019, by Aditya Birla Finance Limited (Debenture Trustee) in favour of NSPL.
- (xcii) Joint Development Agreement dated 14<sup>th</sup> February, 2023 executed between (i) Paranjpe Scheme (Construction) Limited, (ii) PSC Properties Private Limited, (iii) Linker Shelter Private Limited and Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited for development of property bearing Survey No. 126/1 adneasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 adneasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 adneasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 adneasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 adneasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 adneasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 adneasuring 3279 sq.mtrs. or thereabout, aggregating in all adneasuring 25800 square meters or thereabouts.
- (xciii) Power of Attorney dated 14<sup>th</sup> February, 2023 executed by (i) Paranjpe Scheme (Construction) Limited, (ii) PSC Properties Private Limited, (iii) Linker Shelter Private Limited in favour of representatives / Nominees of Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited for development of the property bearing Survey No. 126/1 adneasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 adneasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 adneasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 adneasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 adneasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 adneasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 adneasuring 3279 sq.mtrs. or thereabout, aggregating in all adneasuring 25800 square meters or thereabouts.
- (xciv) Deed of Conveyance dated 27<sup>th</sup> April, 2023 executed and registered under Sr. No. MLS2-9026-2023, between 1) Paranjpe Scheme (Construction) Limited (**Owner No.**

- 1/PSCL”) of the First Part, 2) PSC Properties Private Limited (“**Owner No. 2/PPPL**”) of the Second Part and 3) Linker Shelter Private Limited (“**Owner No. 3/LSPL**”) of the Third Part and (i) Macrotech Developers Limited (“**MDL/Purchaser No. 1**”) of the Fourth Part and (ii) Precisehomes Constructions Private Limited (“**Precise/Purchaser No. 2**”) of the Fifth Part for sale, convey and transfer of property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts.
- (xcv) Power of Attorney dated 27<sup>th</sup> April, 2023 executed and registered under Sr. No. MLS2-9027-2023, by 1) Paranjpe Scheme (Construction) Limited, 2) PSC Properties Private Limited and 3) Linker Shelter Private Limited (“**Owners / Grantors**”) in favour of representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited (“**Purchasers/Attorney**”) for sell of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts.
- (xcvi) Agreement to Sale dated 27<sup>th</sup> April, 2023 executed and registered under serial No. MLS2-9028 of 2023 with Office of Sub-Registrar of Assurances Mulshi by and between (i) PSCL and (ii) LSPL (Vendors) in favour of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited (Purchasers) for the property bearing Survey No. 126/3 admeasuring 8,400 sq.mtrs. or thereabouts.
- (xcvii) Irrevocable Power of Attorney dated 27<sup>th</sup> April, 2023 executed and registered under serial No. MLS2-9029 of 2023 with Office of Sub-Registrar of Assurances Mulshi by PSCL and LSPL in favour of MDL and PSCL.
- (xcviii) Development Agreement dated 23<sup>rd</sup> March, 2023 executed and registered under Sr. No. MLS2-5768-2023, between (i) Macrotech Developers Limited (“**Purchaser No. 1**”) of the First Part and (ii) Precisehomes Constructions Private Limited (“**Purchaser No. 2**”) of the Second Part and Paranjpe Scheme (Construction) Limited (“**Purchaser No. 3**”) of the Third Part and Dattatray Digambar Jambhulkar, Umesh Digambar Jambhulkar, Shivnath Digambar Jambhulkar (“**Vendors**”) and Yogita Dattatray Jambhulkar, Siddheshwari Dattatray Jambhulkar, Riddhi Dattatray Jambhulkar, Sairaj Dattatray Jambhulkar, Sushma Umesh Jambhulkar, Pornima Umesh Jambhulkar, Shlok Umesh Jambhulkar, Janahvi Shivnath Jambhulkar, Shreekrupa Shivnath Jambhulkar, Mukta Shivnath Jambhulkar and Mangal Digambar Jambhulkar (“**Confirming Parties**”) for development of the portion of the Third Property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout.
- (xcix) Power of Attorney dated 23<sup>rd</sup> March, 2023 executed and registered under Sr. No. MLS2-5769-2023, Dattatray Digambar Jambhulkar, Umesh Digambar Jambhulkar, Shivnath Digambar Jambhulkar (“**Vendors**”) and Yogita Dattatray Jambhulkar, Siddheshwari Dattatray Jambhulkar, Riddhi Dattatray Jambhulkar, Sairaj Dattatray Jambhulkar, Sushma Umesh Jambhulkar, Pornima Umesh Jambhulkar, Shlok Umesh Jambhulkar, Janahvi Shivnath Jambhulkar, Shreekrupa Shivnath Jambhulkar, Mukta Shivnath Jambhulkar and Mangal Digambar Jambhulkar (“**Confirming Parties**”) in favour of nominees representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Private Limited (“**Purchasers/ Attorney**”) for development of the portion of the Third Property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout.
- (c) Deed of Conveyance dated 31<sup>st</sup> January, 2024 executed and registered under Sr. No. MLS2-2512-2024, between 1) Paranjpe Scheme (Construction) Limited (“**Owner No. 1/PSCL**”) of the First Part and 2) Linker Shelter Private Limited (“**Owner No. 2/LSPL**”) of the Second Part and (i) Macrotech Developers Limited (“**MDL/Purchaser No. 1**”) of the Third Part and (ii) Precisehomes Constructions Private Limited



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("Precise/Purchaser No. 2") of the Fourth Part for sale, convey and transfer of Third Property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout.

- (ci) Power of Attorney dated 31<sup>st</sup> January, 2024 executed and registered under Sr. No. MLS2-2513-2024, by 1) Paranjpe Scheme (Construction) Limited and 2) Linker Shelter Private Limited ("**Owners / Grantors**") in favour of representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Purchasers/ Attorney**") for sell of the Third Property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout.
- (cii) Agreement to Sale dated 14<sup>th</sup> October, 2024 executed and registered under serial No. MLS2-26855 of 2024 with Office of Sub-Registrar of Assurances Mulshi by and between (i) PSCL and (ii) BDPL and (iii) PRSPL (Vendors) in favour of (i) Macrotech Developers Limited (Purchaser) for development of the property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabouts and Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout.
- (ciiii) Irrevocable Power of Attorney dated 14<sup>th</sup> October, 2024 executed and registered under serial No. MLS2-26856 of 2024 with Office of Sub-Registrar of Assurances Mulshi by PSCL, BDPL and PRSPL in favour of MDL for the property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabouts and Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout.
- (civ) Deed of Conveyance dated 4<sup>th</sup> February, 2025 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-4215 of 2025 and executed between (i) Paranjape Schemes (Construction) Limited ("**PSCL**") (therein referred to as Vendor No.1) of First Part, (ii) Brickmix Developers Private Limited ("**BDPL**") (therein referred to as Vendor No. 2) of Second Part, (iii) Paranjape Realty Spaces Private Limited ("**PRSPL**") (therein referred to as Vendor No. 3) of Third Part (iv) PSC Properties Private Limited ("**PPPL**") (therein referred to as Vendor No. 4) of Fourth Part with Macrotech Developers Limited ("**MDL**") (therein referred to as Purchaser) of Fifth Part, for sell and convey property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabouts and Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout.
- (cv) Deed of Conveyance dated 25<sup>th</sup> June, 2025 registered with the Office of Sub-Registrar of Assurances under serial No. HVL-11-16239 of 2025 and executed between (i) Paranjape Schemes (Construction) Limited ("**PSCL**") (therein referred to as Vendor No.1) of First Part, (ii) Linkers Shelter Private Limited ("**LSPL**") (therein referred to as Vendor No. 2) of Second Part, (iii) PSC Properties Private Limited ("**PPPL**") (therein referred to as Vendor No. 3) of Third Part with Macrotech Developers Limited ("**MDL**") (therein referred to as Purchaser) of Fourth Part, for sell and convey property bearing Survey No. 129/1/1 admeasuring 170 sq.mtrs. or thereabout, Survey No. 129/2/1 admeasuring 1500 sq.mtrs. or thereabout and Survey No. 129/2/2 admeasuring 3000 sq.mtrs. or thereabout.
- (cvi) Irrevocable Power of Attorney dated 25<sup>th</sup> June, 2025 executed and registered under serial No. HVL-11-16452 of 2025 with Office of Sub-Registrar of Assurances Mulshi by PSCL, LSPL and PPPL in favour of MDL for the property bearing Survey No. 129/1/1 admeasuring 170 sq.mtrs. or thereabout, Survey No. 129/2/1 admeasuring 1500 sq.mtrs. or thereabout and Survey No. 129/2/2 admeasuring 3000 sq.mtrs. or thereabout.

- (cvii) Property Search Report dated 10/09/2022 issued by Rajendra Jaigude, Advocate and Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk of Search of Land Record in the Office of concerned Sub-Registrar of Assurances for the period 1994 to 2025 (30 years) of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2.
- (cviii) Property Search Report dated 03/07/2024 issued by Mr. Manoj Satam, Title Investigator and Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk of Search of Land Record in the Office of concerned Sub-Registrar of Assurances for the period 1994 to 2025 (30 years) of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2.
- (cix) Registrar of Companies (ROC)'s Search Report dated 30<sup>th</sup> August, 2022 issued by Simply Cersai with regard to on the online portal of Ministry of Corporate Affairs Registrar of Companies' record Search for Charges created on the said Property by Paranjpe Schemes (Construction) Limited (PSCL) On perusal thereof, I note that, no charges have been found in respect of the said Property.
- (cx) ROC Search Report dated 11<sup>th</sup> June 2025 issued by ANGC & Co, Practising Company Secretary on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2 by Macrotech Developers Limited (MDL).
- (cxi) ROC Search Report dated 5<sup>th</sup> June 2025 issued by ANGC & Co, Practising Company Secretary on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2 by Precisehomes Constructions Private Limited (PCPL).
- (cxii) ROC Search Report dated 12<sup>th</sup> June 2025 issued by ANGC & Co, Practising Company Secretary on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 by Macrotech Developers Limited (MDL).
- (cxiii) ROC Search Report dated 11<sup>th</sup> June 2025 issued by ANGC & Co, Practising Company Secretary on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 by Precisehomes Constructions Private Limited (PCPL).
- (cxiv) ROC Search Report dated 11<sup>th</sup> June 2025 issued by ANGC & Co, Practising Company Secretary on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 by Linker Shelter Private Limited (LSPL).
- (cxv) ROC Search Report dated 11<sup>th</sup> June 2025 issued by ANGC & Co, Practising Company Secretary on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 by PSC Properties Private Limited (PSC-PPL).
- (cxvi) ROC Search Report dated 7<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the property bearing Survey No. 128/2/A by Brickmix Developers Private Limited (BDPL).
- (cxvii) ROC Search Report dated 7<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the property bearing Survey No. 128/2/A by Nalanda Shelter Private Limited (NSPL).
- (cxviii) ROC Search Report dated 7<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the property bearing Survey No. 128/2/A by Paranjape Realty Spaces Private Limited (PRSPL).
- (cxix) ROC Search Report dated 7<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited on the online portal of Ministry of Companies Affairs Registrar of

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Companies for Charges created on the property bearing Survey No. 128/2/A by Paranjape Schemes (Construction) Limited (PSCL).

- (cxx) CERSAI Search Report dated 10<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of property bearing Survey No. 128/2/A. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 128/2/A.
- (cxxi) CERSAI Search Report dated 2<sup>nd</sup> July 2024 issued by Cubictree Technology Solutions Private Limited for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of NSPL and property bearing Survey No. 128/2/A. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 128/2/A.
- (cxxii) CERSAI Search Report dated 2<sup>nd</sup> July 2024 issued by Cubictree Technology Solutions Private Limited for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of PSCL and property bearing Survey No. 128/2/A. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 128/2/A.
- (cxxiii) CERSAI Search Report dated 9<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of BDPL and property bearing Survey No. 128/2/A. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 128/2/A.
- (cxxiv) CERSAI Search Report dated 9<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of PRSPL and property bearing Survey No. 128/2/A. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 128/2/A.
- (cxxv) CERSAI Search Report dated 23<sup>rd</sup> September 2024 issued by Cubictree Technology Solutions Private Limited for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of property bearing Survey No. 128/2/1. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 128/2/1.
- (cxxvi) CERSAI Search Report dated 2<sup>nd</sup> July 2024 issued by Cubictree Technology Solutions Private Limited for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of PSCL. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 128/2/1.
- (cxxvii) CERSAI Search Report dated 31<sup>st</sup> August 2024 issued by Cubictree Technology Solutions Private Limited for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of PPPL. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 128/2/1.

- (cxxxviii) CERSAI Search Report dated 9<sup>th</sup> June, 2025, 5<sup>th</sup> June, 2025 and 9<sup>th</sup> June, 2025 issued by ANG & Co for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of MDL, PCPL and property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2.
- (cxxxix) CERSAI Search Report dated 9<sup>th</sup> June, 2025, 11<sup>th</sup> June, 2025, 11<sup>th</sup> June, 2025 and 11<sup>th</sup> June, 2025 issued by ANG & Co for searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of MDL, PCPL, LSPL, PSC-PPL and property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2. On perusal thereof, I note that, no charges have been found in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2.
- (cxxx) Litigation Search Report dated 6<sup>th</sup> September, 2022 issued by Karza Technologies in relation to pending suits filed by or against PSCL before various Courts in India.
- (cxxxii) Litigation Search Report dated 30<sup>th</sup> August, 2022 issued by Karza Technologies in relation to pending or disposed off suits filed by or against PPPL before various Courts in India.
- (cxxxiii) Litigation Search Report dated 22<sup>nd</sup> September, 2022 issued by Karza Technologies in relation to pending or disposed off suits filed by or against LSPL before various Courts in India.
- (cxxxiiii) Searches conducted in the office of the Sub Registrar of Assurances dated 16<sup>th</sup> August 2024 issued by Mr. Vishwas Daware in respect of Survey No. 128/2 and dated 16<sup>th</sup> September 2024 issued by Mr. Vishwas Daware in respect of Survey No. 128/2/1;
- (cxxxiv) Searches conducted in the office of the Registrar of Companies dated 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and dated 2<sup>nd</sup> September 2024 in respect of PSC Properties Private Limited both issued by Cubic Tree Technology Solutions Private Limited;
- (cxxxv) Searches conducted on the website of Ministry of Corporate Affairs and issued search Reports dated (a) 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited and (b) 7<sup>th</sup> August 2024 all issued by Cubic Tree Solutions Private Limited in respect of (i) Brickmix Developers Private Limited, (b) Nalanda Shelter Private Limited and (c) Paranjape Realty Spaces Private Limited conducted on the website of ;
- (cxxxvi) Searches carried out on Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) and issued search Reports dated (a) 2<sup>nd</sup> July 2024 in respect of Paranjape Schemes (Construction) Limited, (b) 2<sup>nd</sup> July 2024 in respect of Nalanda Shelters Private Limited, (c) 9<sup>th</sup> August 2024 in respect of Brickmix Developers Private Limited, (d) 9<sup>th</sup> August 2024 in respect of Paranjape Realty Spaces Private Limited and (e) 10<sup>th</sup> August 2024 in respect of the said Property all issued by Cubic Tree Solutions Private Limited ;
- (cxxxvii) Litigation Search Reports dated (a) 4<sup>th</sup> July in respect of Paranjape Schemes (Construction) Limited, (b) 12<sup>th</sup> August 2024 in respect of Paranjape Realty Spaces Private Limited, (c) 12<sup>th</sup> August 2024 in respect of Nalanda Shelters Private Limited and (d) 12<sup>th</sup> August 2024 in respect of Brickmix Developers Private Limited;
- (cxxxviii) Declaration cum Indemnity dated 5<sup>th</sup> January, 2023 executed by Paranjape Schemes (Construction) Limited, P.S.C. Properties Private Limited and Linker Shelter Private Limited (collectively "**the Paranjape Group**") for their respective title to the respective properties and developability thereon.
- (cxxxix) Declaration cum Indemnity dated 9<sup>th</sup> December 2024 executed by Paranjape Schemes (Construction) Limited through its Authorized Signatory Mr. Shrikant Paranjape and PSC Properties Private Limited through its Authorized Signatory Mr. Pushkar Apte.

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- (cxl) Declaration-cum-Indemnity dated 19<sup>th</sup> December 2024 executed by (i) Brickmix Developers Private Limited, (ii) Paranjape Realty Spaces Private Limited and (iii) Paranjape Schemes (Construction) Limited all through their Authorised Signatory Rahul Shrikant Paranjape.
- (cxli) Public notice on 13<sup>th</sup> September, 2022, 21<sup>st</sup> May 2024, 21<sup>st</sup> August 2024 in the Times of India (Pune Edition) and Maharashtra Times India (Pune Edition) calling for third party claims by Dhaval Vussonji & Associates Advocates and Solicitors in respect of the all that said Property.
- (cxlii) Since my scope of work does not include considering the aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said Property nor have commented on development aspect etc. thereof.

### III) Flow of Title of the all that said Property

#### (I) Survey No. 126/1 admeasuring 3,800 square meters ("First Property")

- 1) On perusal of Mutation Entry ("ME") No. 545 dated 15<sup>th</sup> September, 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("Santram") was seized and possessed of Survey No. 126. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 126.
- 2) On perusal of ME No. 545 dated 15<sup>th</sup> September, 1933, the said Santram died on 27<sup>th</sup> July, 1933 leaving him surviving his son, Vithoba Santram Jambhulkar ("Vithoba") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.126.
- 3) On perusal of ME No. 836 dated 04<sup>th</sup> January, 1941 it further appears that on Kesu Ganpati Jambhulkar ("Kesu") died on 09<sup>th</sup> January, 1939 leaving him surviving Babu Kesu Jambhulkar ("Babu") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 126.
- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 126 for the year 1953 and on perusal thereof. I note that Survey No. 126 admeasured 5 acres 20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout) and the names of Vithoba (2/3rd share) and Babu (1/3rd share) were recorded as the holders therein.
- 5) On perusal of ME No. 1362 dated 22<sup>nd</sup> February, 1953 it is recorded that Baburao Keshavrao Jhambulkar ("Baburao") and the said Vithoba, being the landholders of various lands including property bearing Survey No. 126 inter alia partitioned their joint land holding held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 126 (part) admeasuring 1 acres 33 gunthas (equivalent to 7,384.86 sq.mtrs. or thereabout) came to be recorded in the name of Babu and Survey No. 126 (part) admeasuring 3 acres 14 gunthas (equivalent to 13,556.99 sq.mtrs. or thereabout) came to be recorded in the name of Vithoba accordingly. On perusal of the 7/12 Extract pertaining to Survey No. 126, I note that the same admeasured 5 acres 20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout). However, the aggregate area/holding of Baburao and Vithoba as per this ME No. 1362 is 20,941.85. Hence, I note that there is a difference in area of 1,315.87 sq.mtrs. or thereabout. I have been given to understand by the Paranjape Group that the area on site/in possession was more than as recorded in ME No. 1362 and therefore, the 7/12 Extract recorded the area as per physical demarcation/actual possession. I have been further given to understand that the area in possession of Babu

was 7,700 square metres and not 7,384.86 sq.mtrs. or thereabout; and the area in possession of Vithoba was 14,600 square metres and not 13,556.99 sq.mtrs. or thereabout.

- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement for land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 8) By and under a Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances, Maval by and between Baburao and Gyanoba Jambhulkar ("**Gyanoba**"), Baburao sold, conveyed, and transferred land bearing Survey No. 126 (part) unto the Gyanoba, at and for a consideration and on the terms and conditions therein contained. ME No. 2352 dated 20<sup>th</sup> April, 1981 records that by and under this Sale Deed the property bearing Survey No. 126/1 admeasuring 3,800 sq.mtrs. or thereabout has been sold by Baburao to Gyanoba. However, on perusal of the Sale Deed, I note that the Sale Deed records description of the land as Survey No. 126(part) without any area measurement sold thereunder.
- 9) As stated hereinabove that property bearing Survey No. 126 reflected the area thereof as 22,257.72 square meters. However, land Revenue Record is reflected property bearing Survey No. 126/1, 126/2 and 126/3 as described on respective 7/12 extracts of the same. I note that the total area thereof measures in the aggregate 22,300 square metres and therefore, there is a difference of 42.28 square metres. I have been given to understand by the Paranjape Group that the area on site/in possession was more than as recorded on respective 7/12 Extract of property bearing Survey No. 126/1, 126/2 and 126/3. Hence, there was anew 7/12 Extracts opened post sub-division recorded the area as per physical demarcation /actual possession.
- 10) On perusal of ME No. 4892 dated 19<sup>th</sup> October, 2000, it is recorded that Gyanoba availed a loan from Canara Bank, Branch Hinjewadi on 19th September, 2000 by creating security on property bearing Survey No. 126/1. Accordingly, an encumbrance in the name of Canara Bank, Branch Hinjewadi was recorded in the Other Rights Column of 7/12 Extracts in respect of property bearing Survey No. 126/1.
- 11) On perusal of ME No. 6252 dated 18<sup>th</sup> January, 2006, it is recorded that Gyanoba repaid the loan availed from Canara Bank Hinjewadi Branch. Accordingly, an encumbrance recorded in the name of Canara Bank in the Other Rights Column of property bearing Survey No. 126/1 came to be deleted.
- 12) On perusal of ME No. 6584 dated 11<sup>th</sup> January, 2007 records that an encumbrance of Hinjewadi Vivid Society was repaid by Baburao Namdev Jambhulkar & Others in respect of several land which includes property bearing Survey No. 126/1. Accordingly, an encumbrance recorded in the name of Hinjewadi Vivid Society in the Other Rights Column of property bearing Survey No. 126/1 came to be deleted.
- 13) By and under a Sale Deed dated 03<sup>rd</sup> April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i) Vitthal Baburao Jambhulkar ("**Vitthal**"), (ii) Sopan Baburao Jambhulkar ("**Sopan**"), (iii) Hirabai Sopan Jambhulkar ("**Hirabai**"), (iv) Gokul Sopan Jambhulkar ("**Gokul**"), (iv-a) Vivek Gokul Jambhulkar ("**Vivek**") represented by natural guardian Farina Gokul, (v) Kaushalya Gokul Jambhulkar ("**Kaushalya**"), (vi) Chaya Ranvde ("**Chaya**"), (vii) Rukmanibai Vitthal Jambhulkar ("**Rukmanibai**"), (viii) Devram Gyanoba Jambhulkar ("**Devram**"), (a) Abhishek Devram Jambhulkar ("**Abhishek**"), (b) Kaveri Devram Jambhulkar ("**Kaveri**"), (c) Chaitrali Devram Jambhulkar ("**Chaitrali**") all minors represented by their father and natural guardian Devram, (ix) Lakshmibai Devram Jambhulkar ("**Lakshmibai**"), (x) Gyanoba, (xi) Tarabai Gyanoba Jambhulkar ("**Tarabai**"), (xii) Sachin Gyanoba Jambhulkar ("**Sachin**"), (xiii) Sandeep Gyanoba Jambhulkar ("**Sandeep**"), (xiv) Maya Sukhdev Vahile ("**Maya**") (therein referred to as Vendors) of the One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of the Other Part, Gyanoba and Others i.e. the Vendors therein sold, conveyed and transferred a portion of Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. Sudhir, at and for consideration and on the terms and conditions mentioned therein. ME No. 6601 dated 17<sup>th</sup> January, 2007

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records the said transaction in respect of property bearing Survey No. 126/1 in Land Revenue Record.

- 14) By and under a Sale Deed dated 04<sup>th</sup> August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances, Mulshi-2, by and between Sudhir Shivdev Bapat (therein referred as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir sold, conveyed and transferred property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout (**Plot 1**) unto Purchaser viz. NSPL, at and for consideration and on the terms and conditions mentioned therein. ME No. 8988 dated 18<sup>th</sup> August, 2016 records the transaction in respect of property bearing Survey No. 126/1 in Land Revenue Record.
- 15) By and under a Sale Deed dated 12<sup>th</sup> April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances, Mulshi-2 by and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed No. 1**"), NSPL sold, conveyed and transferred the property bearing Survey No. 126/1 admeasuring 329 sq.mtrs. or thereabout (**Plot 1**) unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09<sup>th</sup> September, 2019 records the transaction in respect of property bearing Survey No. 126/1 in the Revenue Record.
- 16) On perusal of ME No. 10673 dated 4<sup>th</sup> January, 2022 I note that pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe, an Order dated 30<sup>th</sup> January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A) 131/MB/2018 ("**Merger Order**") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and thereupon the business undertaking stood transferred to and vested in PSCL including the said Plot no 1 without any further, act or deed on and from the appointed date therein i.e. 1<sup>st</sup> April 2017. I have been furnished with a copy of the aforesaid Order dated 30<sup>th</sup> January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same has been registered with the Office of the Sub-Registrar of Assurances under Serial No. MLS-2-15104 of 2021.
- 17) By and under a Sale Deed dated 2<sup>nd</sup> August, 2022 executed and registered under serial No. MLS-15216 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Gnyanoba (therein referred to as the Vendor) of the First Part and (i) PSCL; and (ii) P.S.C. Properties Private Limited ("**PPPL**") (therein referred to as Purchasers) of the Second Part and (i) Tarabai, (ii) Sachin (for self and as natural guardian representing Srushti Sachin Jhambulkar and Sachin Jambhulkar), (iii) Shital Sachin Jambhulkar, (iv) Sandeep, (v) Komal Sandeep Jambhulkar (for self and as natural guardian representing Yash Sandeep Jhambulkar and Aayush Sandeep Jambhulkar) and (vi) Maya Sukhdev Vahile nee Maya Gnyanoba Jambhulkar (therein referred to as Confirming Parties) of the Third Part ("**Sale Deed No. 2**"), Gnyanoba with the confirmation of the Confirming Parties sold, conveyed and transferred the balance portion of Survey No. 126/1 admeasuring 3,471 sq.mtrs. or thereabout ("**Plot 2**") unto Purchaser viz. PSCL and PPPL, at or for the consideration and on terms, covenant and conditions in the manner contained therein.
- 18) On perusal of Sale Deed No. 2, I note as follows:
  - (i) PSCL entitled to own and hold Plot 2 to the extent of 10% and PPPL entitled to own and hold Plot 2 to the extent of 90% in terms of the said Sale Deed dated 2<sup>nd</sup> August, 2022.
- 19) On perusal of ME No. 9101 dated 06<sup>th</sup> January, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra

Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 6601 was inserted in the name of Gnyanoba Baburao Jambhulkar for the property bearing Survey No. 126/1.

- 20) On perusal of ME No. 9415 dated 06<sup>th</sup> January, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18<sup>th</sup> September, 2017, issued by the Tehsildar, District Pune the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, there is no material changes made in respect of this property bearing Survey No. 126/1 and all changes mentioned therein are duly dealt with hereinabove.

**(II) Survey No. 126/2 admeasuring 3,900 square meters ("Second Property")**

- 1) On perusal of Mutation Entry ("ME") No. 545 dated 15<sup>th</sup> September 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("**Santram**") was seized and possessed of Survey No. 126. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 126.
- 2) On perusal of ME No. 545 dated 15<sup>th</sup> September, 1933, the said Santram died on 27<sup>th</sup> July, 1933 leaving him surviving his son, Vithoba Santram Jambhulkar ("**Vithoba**") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.126.
- 3) On perusal of ME No. 836 dated 04<sup>th</sup> January, 1941 it further appears that, Kesu Ganpati Jambhulkar ("**Kesu**") died on 09<sup>th</sup> January, 1939 leaving him surviving Babu Kesu Jambhulkar ("**Babu**") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 126.
- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 126 for the year 1953 and on perusal thereof I note that, Survey No. 126 admeasured 5 acres 20 gunthas (equivalent to 22,257.72 square meters) and the names of Vithoba (2/3rd share) and Babu (1/3rd share) were recorded as the holders therein.
- 5) On perusal of ME No. 1362 dated 22<sup>nd</sup> February, 1953 it is recorded that Baburao Keshavrao Jambhulkar ("**Baburao**") and the said Vithoba, being the landholders of various lands including property bearing Survey No. 126 nteralia partitioned the lands held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 126 (part) admeasuring 1 acres 33 gunthas (equivalent to 7,384.86 sq.mtrs. or thereabout) came to be recorded in the name of Babu and Survey No. 126 (part) admeasuring 3 acres 14 gunthas (equivalent to 13,556.99 sq.mtrs. or thereabout) came to be recorded in the name of Vithoba accordingly. On perusal of the 7/12 Extract pertaining to Survey No. 126, I note that the same admeasured 5 acres 20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout). However the aggregate area/holding of Baburao and Vithoba as per this ME No. 1362 is 20,941.85. Hence, I note that there is a difference in area of 1,315.87 square metres. I have been given to understand by the Paranjape Group that the area on site/in possession was more than as recorded in ME No. 1362 and therefore, the 7/12 Extract recorded the area as per physical demarcation/actual possession. I have been further given to understand that the area in possession of Babu was 7,700 square metres and not 7,384.86 sq.mtrs. or thereabout; and the area in possession of Vithoba was 14,600 sq.mtrs. or thereabout and not 13,556.99 sq.mtrs. or thereabout.
- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.



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- 8) By and under a Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under Serial No. MVL-206 of 1981 with Office of Sub-Registrar of Assurances, Maval, by and between Baburao (therein referred to as Vendor) of the One Part and Devram Baburao Jhambulkar ("**Devram**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred Survey No. 126 (part) admeasuring 3900 sq.mtrs. or thereabout (wrongly mentioned as 4300 sq.mtrs. or thereabout) unto Purchaser viz. Devram, at and for a consideration and on the terms and conditions therein contained. ME No. 2354 dated 20<sup>th</sup> April, 1981 records that by and under this Sale Deed, Survey No. 126/2 has been sold by Babu to Devram. However, on perusal of the Sale Deed I note that, the Sale Deed as such does not refer to Survey No. 126 (part) sold thereunder as Survey No. 126/2. The date of this ME is not stated on the ME.
- 9) I note that Babu has sold the same property i.e. Survey No. 126(Part) in two different parties i.e. under the Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances to Gyanoba and under Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under Serial No. MVL-206 of 1981 with Office of Sub-Registrar of Assurances to Devram. I have been given to understand by the Paranjape Group that this incongruity in area in the said two Sale Deeds has been resolved by making Gyanoba and his family members, legal heirs of Babu/Baburao and Devram and his family members parties to the Sale Deed dated 03<sup>rd</sup> April, 2006 more particularly referred to paragraph 11 hereunder.
- 10) On perusal of ME No. 6584 dated 11<sup>th</sup> January, 2007 records that an encumbrance of Hinjewadi Vivid Society was repaid by Baburao Namdev Jambhulkar & Others in respect of several land which includes property bearing Survey No. 126/2. Accordingly, an encumbrance recorded in the name of Hinjewadi Vivid Society in the Other Rights Column of property bearing Survey No. 126/2 came to be deleted.
- 11) By and under a Sale Deed dated 03<sup>rd</sup> April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i) Vitthal Baburao Jambhulkar ("**Vitthal**"), (ii) Sopan Baburao Jambhulkar ("**Sopan**"), (iii) Hirabai Sopan Jambhulkar ("**Hirabai**"), (iv) Gokul Sopan Jambhulkar ("**Gokul**"), (iv-a) Vivek Gokul Jambhulkar ("**Vivek**") represented by natural guardian Farina Gokul Jhambulkar, (v) Kaushalya Gokul Jambhulkar ("**Kaushalya**"), (vi) Chaya Ranvde ("**Chaya**"), (vii) Rukmanibai Vithal Jambhulkar ("**Rukmanibai**"), (viii) Devram, (a) Abhishek Devram Jhambulkar ("**Abhishek**"), (viii-b) Kaveri Devram Jhambulkar ("**Kaveri**"), (c) Chaitrali Devram Jhambulkar ("**Chaitrali**") all minors represented by their father and natural guardian Devram Baburao Jambhulkar, (ix) Lakshmibai Devram Jambhulkar ("**Lakshmibai**"), (x) Gyanoba, (xi) Tarabai Gyanoba Jhambulkar ("**Tarabai**"), (xii) Sachin Gyanoba Jhambulkar ("**Sachin**"), (xiii) Sandeep Gyanoba Jambhulkar ("**Sandeep**"), (xiv) Maya Sukhdev ("**Maya**") (therein referred to as Vendors) of the One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of the Other Part, Gyanoba and Others i.e. the Vendors therein sold, conveyed and transferred a portion of Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout ("**Plot 1**") unto purchaser viz. Sudhir, at and for consideration and on the terms and conditions mentioned therein. ME No. 6601 dated 17<sup>th</sup> January, 2007 records the said transaction in respect of property bearing Survey No. 126/2 in Land Revenue Record.
- 12) On perusal of ME No. 7800 dated 14<sup>th</sup> January, 2011, it is recorded that Devram died on 03<sup>rd</sup> July, 2006 leaving him surviving legal heir viz. (i) Lakshmibai, (ii) Kaveri, (iii) Chaitrali and (iv) Abhishek as his only legal heirs. Accordingly, their names were recorded in the 7/12 Extract of Survey No. 126/2.

- 13) By and under a Sale Deed dated 04<sup>th</sup> August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances, Mulshi by and between Sudhir (therein referred as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir sold, conveyed and transferred the property bearing Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout i.e (**Plot 1**) unto purchaser viz. NSPL, at and for consideration and on the terms and conditions mentioned therein. ME No. 8988 dated 18<sup>th</sup> August, 2016 records the transaction in respect of property bearing Survey No. 126/2 in Land Revenue Record.
- 14) By and under a Sale Deed dated 12<sup>th</sup> April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances, Mulshi by and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed No. 1**"), NSPL sold, conveyed and transferred the property bearing Survey No. 126/2 admeasuring 329 sq.mtrs. or thereabout i.e (**Plot 1**) unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09<sup>th</sup> September, 2019 records the transaction in respect of property bearing Survey No. 126/2 Land Revenue Record.
- 15) On perusal of ME No. 10673 dated 4<sup>th</sup> January, 2022 it appears that, pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe an Order dated 30<sup>th</sup> January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A) 131/MB/2018 ("Merger Order") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and the business undertaking including the property bearing Survey No. 126/2 admeasuring 329 sq.ft or thereabout stood transferred to and vested in PSCL without any further, act or deed on and from the appointed date therein i.e. 1<sup>st</sup> April 2017. I have been furnished with a copy of the aforesaid Order dated 30<sup>th</sup> January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same has been registered with the Office of the Sub-Registrar of Assurances under Serial No.MLS-2-15104 of 2021.
- 16) On perusal of ME No. 9677 dated 30<sup>th</sup> July, 2018, it is recorded that by and under a Mortgage Deed dated 24<sup>th</sup> July, 2018 executed and registered under serial No. 13418 of 2018 with Office of Sub-Registrar of Assurances by and between (i) Lakshmibai, (ii) Kaveri, (iii) Chaitrali and (iv) Abhishek (Mortgagors) with Shramjeevi Nagri Patsanstha Mayardit (Mortgagee), the said (i) Lakshmibai, (ii) Kaveri, (iii) Chaitrali and (iv) Abhishek (Mortgagors) mortgaged Survey No.126/2 as and by way of security to availed a loan for an amount of Rs. 25,00,000/- from Shramjeevi Nagri Patsanstha Mayardit (Mortgagee). Accordingly, an encumbrance was recorded in the Other Rights Column of 7/12 Extracts in respect of property bearing Survey No. 126/2.
- 17) On perusal of ME No. 10558 dated 25<sup>th</sup> August, 2021, it is recorded that (i) Lakshmibai, (ii) Kaveri, (iii) Chaitrali and (iv) Abhishek have repaid the loan amount of Rs.25,00,000/- with interest to Shramjeevi Nagri Patsanstha Mayardit. Accordingly, an encumbrance recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 126/2 came to be deleted.
- 18) On perusal of ME No. 10669 dated 27<sup>th</sup> December 2021, it is recorded that, pursuant to Order bearing No. Japtn Bhoja/195/2021, dated 21<sup>st</sup> December, 2021 issued by the Recovery Officer, Shramjeevi Nagri Patsanstha Mayardit, an encumbrance of Rs.41,93,700/- in the name of Abhishek Devram entered by Shramjeevi Nagri Patsanstha Mayardit in respect of property bearing Survey No. 126/2 in the Other Rights Column of 7/12 Extracts same.
- 19) It appears that under Mutation Entry No. 10874, records that an encumbrance in the name of Abhishek Devram for an amount of Rs.41,93,700/- on property bearing Survey No. 126/2 came to be deleted as the said encumbrance is reflected in bracket in Other Rights Column of 7/12 extract of the property bearing Survey No. 126/2. However, this mutation is not made available for my inspection on the date of this Report.
- 20) By and under a Sale Deed dated 12<sup>th</sup> August, 2022 exeucted and registered under serial No. MLS-02-12041 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between (i) Abhishek, (ii) Lakshmibai, (iii) Kaveri and (iv) Chaitrali (therein referred to as the Vendors) of the First Part, (i) PSCL; and (ii) P.S.C. Properties Private Limited ("PPPL") (therein referred to as Purchasers) of the Second Part and Shivani Abhishek Jhambulkar and (ii) Shreyansh Jhambulkar minor represented through natural guardian Abhishek (therein referred to as Confirming Parties) of the Third Part ("**Sale Deed No. 2**"), the Vendors with the confirmation of the Confirming Parties sold, conveyed and transferred the balance

portion of Survey No. 126/2 admeasuring 3,571 sq.mtrs. or thereabout ("**Plot 2**") unto Purchasers viz. PSCL and PPPL, at or for the consideration and in the manner contained therein. [Note: The Sale Deed of Plot 1 had the members of the Gyanoba, Baburao and the Devram Group as the parties, then why has the Sale Deed of Plot 2 done only by the Devram group I cannot ascertain. Hence, I am unable to ascertain how the share, rights, title and interest of Gyanoba and Baburao Groups in Plot 2 stood sold by Devram Group].

21) On perusal of Sale Deed No. 2, I note as follows:

- (i) Clause 14 states that PPPL entitled to own and hold Plot 2 to the extent of 90% and PSCL entitled to own and hold Plot 1 to the extent of 10% in terms of the said Sale Deed dated 12<sup>th</sup> August, 2022.

22) On perusal of ME No. 9101 dated 06<sup>th</sup> January, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 2354 and was inserted in the name of Devram Baburao Jambhulkar for the property bearing Survey No. 126/2 and Mutation Entry No. 7800 was deleted.

**(III) Survey No. 126/3 admeasuring 1,800 square meters ("Third Property")**

- 1) On perusal of Mutation Entry ("**ME**") No. 545 dated 15<sup>th</sup> September, 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("**Santram**") was seized and possessed of Survey No. 126. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 126.
- 2) On perusal of ME No. 545 dated 15<sup>th</sup> September, 1933, the said Santram died on 27<sup>th</sup> July, 1933 leaving him surviving his son, Vithoba Santram Jambhulkar ("**Vithoba**") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.126.
- 3) On perusal of ME No. 836 dated 04<sup>th</sup> January, 1941, it further appears that Kesu Ganpati Jambhulkar ("**Kesu**") died on 09<sup>th</sup> January, 1939 leaving him surviving Babu Kesu Jambhulkar ("**Babu**") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 126.
- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 126 for the year 1953 and on perusal thereof I note that, Survey No. 126 admeasured 5 acres 20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout) and the names of Vithoba (2/3rd share) and Babu (1/3rd share) were recorded as the holders therein.
- 5) On perusal of ME No. 1362 dated 22<sup>nd</sup> February, 1953, it is recorded that Baburao Keshavrao Jhambulkar ("**Baburao**") and the said Vithoba, being the landholders of various lands interalia Survey No. 126 partitioned the lands held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 126 (part) admeasuring 1 acres 33 gunthas (equivalent to 7,384.86 sq.mtrs. or thereabout) came to be recorded in the name of Babu and Survey No. 126 (part) admeasuring 3 acres 14 gunthas (equivalent to 13,556.99 sq.mtrs. or thereabout) came to be recorded in the name of Vithoba accordingly. On perusal of the 7/12 Extract pertaining to Survey No. 126, I note that the same admeasured 5 acres

20 gunthas (equivalent to 22,257.72 sq.mtrs. or thereabout). However, the aggregate area/holding of Baburao and Vithoba as per this ME No. 1362 is 20,941.85 and therefore, I note that there is a difference in area of 1,315.87 square metres. I have been given to understand by the Paranjape Group that the area on site/in possession was more than as recorded in ME No. 1362. Hence, the 7/12 Extract recorded the area as per physical demarcation/actual possession. I have been further given to understand that the area in possession of Babu was 7,700 square metres and not 7,384.86 sq.mtrs. or thereabout; and the area in possession of Vithoba was 14,600 sq.mtrs. or thereabout and not 13,556.99 sq.mtrs. or thereabout.

- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02<sup>nd</sup> December 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 8) The 7/12 Extract of Survey No. 126/3 has a reference of ME No. 2352 dated 20<sup>th</sup> April, 1981. On perusal of ME No. 2352 it is not pertain to property bearing Survey No. 126/3. However, I note that this ME No. 2352 is relevant to property bearing Survey No. 126/3 and the same is evident from the following documents and information which has been furnished to me in respect of property bearing Survey Nos. 126/1 and 126/2:
  - 8.1 By and under a Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-204 of 1981 with the Office of Sub-Registrar of Assurances, Maval by and between Baburao and Gyanoba Jambhulkar ("**Gyanoba**"), Baburao sold, conveyed, and transferred Survey No. 126 (part) unto the Gyanoba, at and for a consideration and on the terms and conditions therein contained. ME No. 2352 dated 20<sup>th</sup> April, 1981 records that by and under this Sale Deed, the property bearing Survey No. 126/1 admeasuring 3,800 sq.mtrs. or thereabout has been sold by Baburao to Gyanoba. However, on perusal of the Sale Deed I note that the Sale Deed records description of the land as Survey No. 126(part) without any area measurement sold thereunder.
  - 8.2 By and under a Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under Serial No. MVL-206 of 1981 with Office of Sub-Registrar of Assurances, Maval, by and between Baburao (therein referred to as Vendor) of the One Part and Devram Baburao Jhambulkar ("**Devram**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred Survey No. 126 (part) admeasuring 3900 sq.mtrs. or thereabout (wrongly mentioned as 4300 sq.mtrs. or thereabout) unto Purchaser viz. Devram, at and for a consideration and on the terms and conditions therein contained. ME No. 2354 dated 20<sup>th</sup> April, 1981 records that by and under this Sale Deed, Survey No. 126/2 has been sold by Babu to Devram. However, on perusal of the Sale Deed I note that the Sale Deed as such does not refer to Survey No. 126 (part) sold thereunder as Survey No. 126/2. The date of this ME is not stated on the ME.
  - 8.3 I have not been furnished with a copy of any order recording the sub-division of Survey No. 126. I have been informed by the Paranjape Group that the area of property bearing Survey No. 126 that remained balance after the sale in favour of Gyanoba and Devram i.e. balance area admeasuring 14,600 sq.mtrs. or thereabout was assigned property bearing Survey No. 126/3 and the same came to be recorded in the name of Vithoba.
- 9) On perusal of ME No. 2741 dated 19<sup>th</sup> May, 1985, it is recorded that, Vithoba died on 25<sup>th</sup> January, 1985 leaving behind him surviving legal heirs viz. (i) Vasant Vithoba Jhambulkar ("**Vasant**"), (ii) Digambar Vithoba Jhambulkar ("**Digambar**"), (iii) Ramdas Vithoba Jhambulkar ("**Ramdas**"), (iv) Savitribai Vithoba Jhambulkar ("**Savitribai**"), (v) Anusya Vithoba Jhambulkar ("**Anusya**") as his only legal heirs. Accordingly, their names were mutated in the Landholders' column of 7/12 Extract in respect of property bearing Survey No. 126/3.
- 10) On perusal of ME No. 2786 dated 13<sup>th</sup> December, 1989 it appears that, Digambar availed a loan of Rs.40,000/- from Vikas Society on the security of property bearing Survey No. 126/3. Accordingly, an encumbrance in the name of Vikas Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 126/3.

# K. P. MAHAJAN

B.A.L.L.B.

ADVOCATE HIGH COURT

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- 11) On perusal of ME No. 4609 dated 11<sup>th</sup> February 2000, it is recorded that, Ramdas made an application stating that Anusya died on 06<sup>th</sup> April, 1999 and name of Anusaya was deleted from the Landholder Column of 7/12 Extract in respect of property bearing Survey No. 126/3.
- 12) I have been furnished with incomplete ME No. 5627. I cannot express my view on the same.
- 13) On perusal of ME No. 5696 dated 11<sup>th</sup> September, 2003, it is recorded that pursuant to Order bearing No. Punvar/Kavi/22/03 dated 29<sup>th</sup> July, 2003 issued by Sub Divisional Officer Pune, whereby portion of the property comprising property bearing Survey No. 126/3 admeasuring 4000 sq.mtrs. or thereabout has been earmarked for reservation for the purpose of Kasarsai Rehabilitation Project in place of earlier property bearing Survey No. 253/1.
- 14) By and under a Release Deed dated 24<sup>th</sup> March, 2003 executed and registered under serial No. MLS-1321 of 2003 with Office of Sub Registrar and Assurances, Mulshi by and between Savitribai (therein referred to as Releasor) of One Part and (i) Vasant, (ii) Digambar and (iii) Ramdas (therein referred to as Releasee) of Other Part, Savitribai, released, relinquished and transferred her undivided share and right title and interest without to (i) Vasant, (ii) Digambar and (iii) Ramdas in the property bearing Survey No. 126/3 admeasuring 14600 sq.mtrs. or thereabout in terms as stated therein.
- 15) By and under Sale Deed dated 27<sup>th</sup> March, 2006 executed and registered under serial No. MLS-1797 of 2006 with Office of Sub Register and Assurances, Mulshi by and between (i) Vasant, (ii) Lilavati Vasant Jambhulkar ("**Lilavati**"), (iii) Sunanda Vasant Jambhulkar, (iv) Shankar Vasant Jambhulkar ("**Shankar**"), (v) Shobha Shankar Jambhulkar, (vi) Ganesh Vasant Jambhulkar ("**Ganesh**"), (vii) Sulochana Gyaneshwar Ranvde, (viii) Sunita Chandrakant Shirke, (ix) Anita Rohidas Shirke, (x) Digambar, (xi) Mangal Digambar Jambhulkar, (xii) Dattarya Digambar Jambhulkar, (xiii) Yogita Dattatrya Jambhulkar, (xiv) Umesh Digambar, (xv) Shivnath Digambar Jambhulkar, (xvi) Malan Rajkumar Bhosle, (xvii) Shalan Rajendra Nalvde, (xviii) Ramdas, (xix) Indumati Ramdas Jambhulkar, (xx) Nilesh Ramdas Jambhulkar, (xxi) Mohini Nilesh Jambhulkar, (xxii) Sandeep Ramdas Jambhulkar, (xxiii) Gopinath Ramdas Jambhulkar, (xxiv) Suvarna Ramdas Jambhulkar (xxv) Vaishali Devidas Jadhav (therein collectively referred to as Vendors) of One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of Other Part, the Vendors therein sold, conveyed and transferred the portion of property bearing Survey No. 126/3 admeasuring 1,800 square meters or thereabout unto Purchaser viz. Sudhir, at and for a consideration and on the terms and conditions therein contained.
- 16) By and under a Partition Deed dated 18<sup>th</sup> August, 2006 executed and registered under serial No. MLS-5421 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i) Ramdas (ii) Digambar and (iii) Vasant, whereunder the parties thereto effected partition of their joint land holdings of several land bearing diverse Survey Numbers and Hissa Number in the said Village as follows :
  - (a) Digambar was inter alia allocated property bearing Survey No. 126/3 Part admeasuring 4,400 square metres or thereabout;
  - (b) Ramdas was inter alia allocated property bearing Survey No. 126/3 Part admeasuring 8,400 square metres thereabout and
  - (c) Vasant was allocated properties other than property comprised in property bearing Survey No. 126/3.ME No. 6451 dated 15<sup>th</sup> September, 2006 records the said transaction in respect of property bearing Survey No. 126/3 Land Revenue Record.
- 17) ME No. 6474 dated 06<sup>th</sup> March, 2009 is not relevant to property bearing Survey No. 126/3.

- 18) On perusal of ME No. 6515 dated 13<sup>th</sup> November, 2006, it is recorded that an encumbrance of Hinjewadi Vikas Society was repaid by Digambar Vithoba Jambhulkar & Others in respect of several land which includes property bearing Survey No. 126/3. Accordingly, an encumbrance recorded in the name of Hinjewadi Vikas Society in the Other Rights Column of property bearing Survey No. 126/3 came to be deleted.
- 19) On perusal of ME No. 6584 dated 11<sup>th</sup> January, 2007, records that an encumbrance of Hinjewadi Vivid Society was repaid by Baburao Namdev Jambhulkar & Others in respect of several land which includes property bearing Survey No. 126/3. Accordingly, an encumbrance recorded in the name of Hinjewadi Vivid Society in the Other Rights Column of property bearing Survey No. 126/3 came to be deleted.
- 20) ME No. 6969 dated 17<sup>th</sup> September, 2011 is not relevant to property bearing Survey No. 126/3.
- 21) On perusal of ME No. 8043 dated 26<sup>th</sup> December, 2011, it is recorded that, Vasant died on 04<sup>th</sup> August, 2011 leaving behind him surviving legal heirs viz. (i) Shankar Vasant Jhambulkar ("**Shankar**"), (ii) Ganesh Vasant Jhambulkar ("**Ganesh**"), (iii) Lilabai Vasant Jhambulkar ("**Lilabai**"), (iv) Sulochana Dnyaneshwar Ranawade ("**Sulochana**"), (v) Sunita Chandrakant Shirke ("**Sunita**"), (vi) Anita Rohidas Shirke ("**Anita**") and (vii) Sunanda Harishchandra Jadhav ("**Sunanda**") inter alia entered on 7/12 extract in respect of property bearing Survey No. 126/3. I note that on verifying the said entry there is Cross Marked on property bearing Survey No. 126/3. Thus, I inferred that the property bearing Survey No. 126/3 is dropped from the Mutation.
- 22) ME No. 8952 dated 12<sup>th</sup> July, 2016 is not relevant to the property bearing Survey No. 126/3.
- 23) By and under a Sale Deed dated 6<sup>th</sup> August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances, Mulshi by and between Sudhir (therein referred as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir sold, conveyed and transferred the portion of property bearing Survey No. 126/3 admeasuring 1800 sq.mtrs. or thereabout unto Purchaser viz. NSPL, at and for a consideration and on the terms and conditions therein contained. ME No. 8988 dated 18<sup>th</sup> August, 2016 records the said transaction in respect of property bearing Survey No. 126/3 in Land Revenue Record.
- 24) On perusal of ME No. 9036 dated 11<sup>th</sup> October, 2016, by and under a Partition Deed dated 16<sup>th</sup> September, 2016 executed and registered under Serial No. 8530 of 2016 with the Office of Sub-Registrar of Assurances by and between (i) Anita Rohidas Shirke, (ii) Umesh Digambar Jhambulkar, (iii) Ganesh Vasant Jhambulkar, (iv) Dattatray Digambar Jhambulkar, (v) Malan Rajkumar Bhosle, (vi) Mangal Digambar Jhambulkar, (vii) Ramdas, (viii) Leelabai Vasant Vithoba Jhambulkar, (ix) Shivnath Digambar Jhambulkar, (x) Sheela Rajendra Nalawade, (xi) Shankar Vasant Jhambulkar (xii) Sunita Chandrakant Shirke, (xiii) Sunanda alias Sushma Harish, (xiv) Sulochana Gyaneshwar Ranvde, whereunder partition amongst them in respect of their joint landholdings in diverse Survey Numbers and Hissa Numbers in the said Village as follows :
  - (a) Dattatray Digambar Jhambulkar, Shivnath Digambar Jhambulkar and Umesh Digambar Jhambulkar was inter alia allocated portion of the property bearing Survey No. 126/3 Part admeasuring 4,400 square metres or thereabout;
  - (b) Ramdas Vithoba Jambhulkar was inter alia allocated property bearing Survey No. 126/3 Part admeasuring 8,400 square metres or thereabout and
  - (c) Anita Rohidas Shirke, Ganesh Vasant Jhambulkar, Leelabai Vasant Vithoba Jhambulkar, Shankar Vasant Jhambulkar, Sunita Chandrakant Shirke and Sulochana Gyaneshwar Ranvde were allocated properties other than property comprised in property bearing Survey No. 126/3.
- 25) By and under a Sale Deed dated 12<sup>th</sup> April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances by and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed**"), NSPL sold, conveyed and transferred the portion of the property bearing Survey No. 126/3 admeasuring 1,800 square meters or thereabout) unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09<sup>th</sup> September, 2019 records the said transaction in respect of property bearing Survey No. 126/3 in Land Revenue Record.
- 26) On perusal of ME No. 10673 dated 4<sup>th</sup> January, 2022 it appears that, pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe an Order dated 30<sup>th</sup> January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A)

131/MB/2018 ("Merger Order") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and the business undertaking including the property bearing Survey No. 126/3 admeasuring 1800 sq. mtrs or thereabout stood transferred to and vested in PSCL without any further, act or deed on and from the appointed date therein i.e. 1<sup>st</sup> April 2017. I have been furnished with a copy of the aforesaid Order dated 30<sup>th</sup> January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same has been registered with the Office of the Sub-Registrar of Assurances under Serial No. MLS-2-15104 of 2021.

- 27) On perusal of ME No. 9101 dated 06<sup>th</sup> January, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 6969 and 6474 were inserted and Mutation Entry No. 2471 was deleted.
- 28) On perusal of ME No. 9415 dated 18<sup>th</sup> September 2017, it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18<sup>th</sup> September, 2017 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18<sup>th</sup> September, 2017 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 2786, 6515 and 6584 were inserted and Mutation Entry No. 2741 and 5627 was deleted.

**(IV) Survey No. 127/2 admeasuring 7,700 square meters ("Fourth Property")**

- 1) On perusal of Mutation Entry ("ME") No. 657 dated 5<sup>th</sup> September 1934, inter alia records division and survey of certain land in the said Village Hinjewadi. On the basis of the said Mutation Entry, I note that Soma Nama Kadam ("**Soma**"), was seized and possessed of property bearing Survey No. 127/2.
- 2) On perusal of ME No. 1466 dated 11<sup>th</sup> March, 1957, it is recorded that Narayan Laxman Sakhare was cultivating the property bearing Survey No. 127/2 belonged to Soma Nama Kadam, and as such the name of the said Cultivator was entered as the Protected Tenant in Other Rights Column of 7/12 extract in respect the property bearing Survey No. 127/2 under Section 3A of the Bombay Tenancy and Agricultural Land Act, 1948.
- 3) ME No. 1465 is not relevant to the property bearing Survey No. 127/2.
- 4) On perusal of ME No. 1551 dated 7<sup>th</sup> January, 1960, it is recorded that on the death of Soma on 18<sup>th</sup> October, 1948, name of his legal heir viz. Mahadu Soma Kadam ("**Mahadu**"), was entered on 7/12 Extract in respect of property bearing Survey No. 127/2.
- 5) ME No. 1875 is not relevant to the property bearing Survey No. 127/2.
- 6) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon,

the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.

- 7) Mutation Entry No. 2303 is not available and Talathi has issued the Certificate dated 26/08/2016 to that effect. However, on perusal of the Complaint pertaining to the said Suit referred to hereinbelow paragraph 14, I note that one Nathu Narayan Sakhare ("**Nathu**") was the tenant cultivating Survey No. 127/2. Nathu purchased from Mahadu Soma Kadam property bearing Survey No. 127/2 as Tenant Purchaser under the provisions of Section 32G of the Maharashtra Agricultural Lands and Tenancy Act, 1948. However, there is no specific Mutation made available for my inspection with regard to the acquirement by Nathu Narayan Sakhare.
- 8) On perusal of ME No. 3372 dated 08<sup>th</sup> February, 1995, it appears that pursuant to the letter received by the Bank of Maharashtra, Aundh Branch, from the Mhatoba Co-operative Water Supply Society Limited stating that all the loan availed by various farmers in respect of various properties for Water Supply Scheme Pune were repaid by them and hence the encumbrance recorded in the Other Rights Column of 7/12 Extract of property bearing Survey No. 127/2 came to be deleted.
- 9) On perusal of ME No. 4429 dated 19<sup>th</sup> August, 1999, it is recorded that pursuant to the letter bearing serial no. AV5/Loan/99 dated 22<sup>nd</sup> July, 1999 issued by Bank of Maharashtra, Aundh Branch stating that all the loan availed by various farmers in respect of various properties which includes property bearing Survey No. 127/2 for Mhatoba Co-operative Water Supply Society Pune was dissolved and taken over by Maharashtra Industrial Development Corporation and thereupon paid off the encumbrances. Hence, an encumbrance recorded in the Other Rights Column of 7/12 Extract of property bearing Survey No. 127/2 came to be deleted.
- 10) By and under a Sale Deed dated 21<sup>st</sup> June, 1980 executed and registered under serial no MVL-916 of 1980 with the office of Sub-Registrar of Assurances by and between Nathu (therein referred to as Vendor) of the One Part and Sopan Baburao Jambhulkar ("**Sopan**") (therein referred to as Purchaser) of the Other Part, Nathu sold, conveyed and transferred property bearing Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout unto Purchaser viz. Sopan, at and for a consideration and on the terms and conditions contained therein. I understand that ME No. 2351 recorded the foregoing. I note that in Execution Clause there is a name of Baburao Jambhulkar instead of Sopan Baburao Jambhulkar. However, I have not been furnished with a copy of ME No. 2351 and hence I am unable to ascertain the contents thereof.
- 11) I note that there is no Mutation Entry available for payment of sale/purchase price by Nathu Narayan Sakhare to Mahadu Soma Kadam as per the Order under 32G of the Maharashtra Agricultural Lands and Tenancy Act, 1948 and thereupon Certificate of Sale under the provisions of Section 43 of the Maharashtra Agricultural Lands and Tenancy Act, 1948 issued by concerned office for the same.
- 12) By and under a Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-201-1981 with the Office of Sub-Registrar of Assurances by and between Sopan (therein referred to as Vendor) of the One Part and Vithal Baburao Jambhulkar ("**Vithal**") (therein referred to as Purchaser) of the Other Part, Sopan sold, conveyed and transferred Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout unto Purchaser viz. Vithal, at or for the consideration and in the manner contained therein.
- 13) There was Suit filed by before the Court of Civil Judge, Senior Division, Pune at Pune for Regular Civil Suit No. 300 of 2014 ("**the said Suit**") filed by (i) Dattatray Nathu Sakhare ("**Dattatray**"), (ii) Gorakh Dattatray Sakhare ("**Gorakh**"), (iii) Rajendra Dattatray Sakhare ("**Rajendra**"), (iv) Ganesh Shantaram Sakhare ("**Ganesh**"), (v) Sandeep Shantaram Sakhare ("**Sandeep**"), (vi) Manisha Shamrao Paygude ("**Manisha**"), (vii) Sunanda Shantaram Sakhare ("**Sunanda**"), (viii) Namdeo Nathu Sakhare since deceased through legal heirs Shubham Namdeo Sakhare ("**Shubham**"), (ix) Alka Gulab Pashale ("**Alka**"), (x) Parubai Dhananji Buchade ("**Parubai**"), (xi) Kavita Govind Kate ("**Kavita**") (collectively referred to as "**the Plaintiffs**" and represented through their POA holder Rajendra Dattatray Sakhare and Ganesh Shantaram Sakhare) against Sopan and Vithal (referred to as "the Defendants"). I note that Ganesh had filed a Notice of Lis-Pendency dated 1<sup>st</sup> February, 2020 in respect of the said Suit and the same was registered with the Office of Sub Registrar of Assurances under serial No. 2088 of 2020. The Application taken out in the said Suit by the Plaintiff was came to be rejected under Order dated 09/10/2014. Ultimately, the said Suit was compromised between the parties thereto and compromised decree was to be drawn up accordingly. Thus, the Suit Proceedings closed and disposed off 15/09/2022.
- 14) On perusal of ME No. 10055 dated 16<sup>th</sup> November, 2019, it is recorded that an enquiry under Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948 was initiated before



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the Mamlatdar and Tehsildar, Agricultural Lands Tribunal, Mulshi (Paud) in respect of Survey No. 127/2. Pursuant thereto, an Order dated 25<sup>th</sup> October, 2019 was passed in Case No. Watan/SR/07/2019 whereby it was ordered/directed that Survey No. 127/2 was a Inam/Watan land (Devasthan) and the same cannot be transferred without the prior permission. Accordingly, the remark of such restriction was recorded on the 7/12 Extract of Survey No. 127/2 and the tenure/class of such land was revised to 'New Sharti land'/Occupational Class II and Occupational Class-I deleted.

- 15) On perusal of ME No. 10187 dated 4<sup>th</sup> June, 2020, it is recorded that pursuant to the Order bearing No. GH/KV/07/19 dated 4<sup>th</sup> March, 2020 passed by the Tahsildar, an entry/remark was recorded in the Other Rights Column of the 7/12 Extract pertaining to Survey No. 127/2 showing an encumbrance of Rs.1,15,50,025/- as penalty payable under the provisions of Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948. I have been furnished with a copy of the said Order dated 4<sup>th</sup> March, 2020 passed by the Tahsildar.
- 16) On perusal of ME No. 10229 dated 26<sup>th</sup> August, 2020, it is recorded that, an application under Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948 was filed by Rajendra Dattatray Sakhare and Ganesh Shantaram Sakhare before the Mamlatdar and Tehsildar, Agricultural Lands Tribunal, Mulshi (Paud) in respect of Survey No. 127/2 and Survey No. 127/3. Pursuant to the application, an Order dated 31<sup>st</sup> July, 2020 was passed in Case No. BTAL/84C/SR/04/2020 whereby it was ordered/directed that for an amount of Rs. 1.15 Crores, an encumbrance shall be recorded in the 7/12 Extracts of Survey No. 127/2 and Survey No. 127/3 and the tenure/class of such lands shall be revised to 'New Sharti land'/Class II. I have not been furnished with any documents/papers pertaining to the said Case No. BTAL/84C/SR/04/2020 including the said Order dated 31<sup>st</sup> July, 2020.
- 17) On perusal of ME No. 10640 dated 14<sup>th</sup> December, 2021, it is recorded that Rs.1,15,50,025/- which was levied as penalty payable under the provisions of Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948 as stated in Mutation Entry No. 10187 and 10229 in respect of the property bearing Survey No. 127/2. By an Order bearing No. Tenancy/84C/SR/06/2021 dated 10<sup>th</sup> December, 2021 passed by the Tahsildar whereby the said encumbrance came to be deleted. Hence, Tenure of property bearing Survey No. 127/2 was changed from Class II to Class I.
- 18) By and under Deed of Confirmation Dated 12<sup>th</sup> August, 2022 executed and registered under serial No. MLS-12022 of 2022 with the Office of the Sub Registrar of Assurances by and between (i) Dattatray, (ii) Gorakh, (iii) Rajendra, (iv) Ganesh, (v) Sandeep, (vi) Manisha, (vii) Sunanda Shantaram, (viii) Shubham, (ix) Alka, (x) Parubai, (xi) Kavita and (xii) Rajendra Sadashiv Ghare (Confirmers) of the One Part and Vithal of the Other Part ("**Settlement Deed**"), the Confirmers confirmed and ratified that the sale and transfer of Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout from Nathu in favour of Sopan and from Sopan in favour of Vithal with confirmation of Sale Deed dated 21<sup>st</sup> June, 1980 and the Sale Deed dated 27<sup>th</sup> January, 1981, at or for the consideration and in the manner contained therein. In terms of the Settlement Deed, the Confirmers have declared that they neither have nor shall they claim to have any right, title and interest in Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout.
- 19) By and under a Sale Deed dated 26<sup>th</sup> August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances by and between Vithal (therein referred to as the Vendor) of the One Part and (i) Paranjape Schemes (Construction) Limited ("**PSCL**"); and (ii) Linker Shelter Private Limited ("**LSPL**") (therein referred to as Purchasers) of the Other Part ("**Sale Deed**"), Vithal sold, conveyed and transferred Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout unto Purchasers viz. PSCL and LSPL, at or for the consideration and in the manner contained therein.

- 20) On perusal of the Sale Deed, I note as follows:
- (i) Clause 14 states that PSCL entitled to own and hold Survey No. 127/2 to the extent of 10% and LSPL entitled to own and hold Survey No. 127/2 to the extent of 90%.
- 21) On perusal of ME No. 9101 dated 06<sup>th</sup> January, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. We have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation, there is rectification of Mutation Entry No. 1551 was inserted and Mutation Entry No. 1521 deleted in respect of property bearing Survey No. 127/2.
- 22) On perusal of ME No. 9415 dated 18<sup>th</sup> September 2017, it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18<sup>th</sup> September, 2017 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L1 issued by the State Government and Order dated 18<sup>th</sup> September, 2017 issued by the Tehsildar, District Pune. Under the said Mutation Entry, there was the remark of a Inam/Watan land (Devasthan) and New Sharti land/ Occupational Class II inserted in respect of property bearing Survey No. 127/2.

**(V) Survey No. 127/3 admeasuring 3,000 square meters or thereabouts ("Fifth Property")**

- 1) On perusal of Mutation Entry ("ME") No. 657 dated 5<sup>th</sup> September 1934, inter alia records division and survey of certain land in the said Village Hinjawadi. On the basis of the said Mutation Entry, I note that Bala Sindhu Hulawale ("Bala"), was seized and possessed of property bearing Survey No. 127/3.
- 2) On perusal of ME No. 1266 dated 28<sup>th</sup> December, 1951, it is recorded that property bearing Survey No. 127/3 has been declared as Fragment under The Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and reflected in the name of Bala.
- 3) ME No. 1536 is not relevant to the property bearing Survey No. 127/3.
- 4) On perusal of ME No. 1545 dated 23<sup>rd</sup> October, 1950, it is recorded that on the death of Bala on 29<sup>th</sup> September, 1959, names of his legal heirs viz. (i) Sopan Bala Hulawale ("Sopan") (son), (ii) Nivrutti Bala Hulawale ("Nivrutti") (son), (iii) Baban Bala Hulawale ("Baban") (son), (iv) Vithal Bala Hulawale ("Vithal Hulawale") (son), (v) Parubai Bala Hulawale ("Parubai") (widow), and Sarubai Vithoba Nale ("Sarubai") (daughter) were entered on 7/12 extract in respect of property bearing Survey No. 127/3.
- 5) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 6) On perusal of ME No. 2546 dated 24<sup>th</sup> January, 1986, it is recorded that on the death of Nivrutti on 8<sup>th</sup> September, 1985, names of his legal heirs viz. (i) Gyanoba Nivruti Hulawale ("Gyanoba") (son), (ii) Tukaram Nivruti Hulawale ("Tukaram") (son), (iii) Sakharam Nivrutti Hulawale ("Sakharam") (son), and (iv) Chandrabhaga Nivruti Hulawale ("Chandrabhaga") (widow), were entered on 7/12 extract in respect of property bearing Survey No. 127/3 and the name of Chandrabhaga was recorded in the Other Rights Column and names of other legal heirs entered as Landholders on the 7/12 extract in respect of property bearing Survey No. 127/3.
- 7) By and under a Sale Deed dated 15<sup>th</sup> October, 1986 executed and registered under serial No. 2553 of 1986 with the Office of Sub-Registrar of Assurances, by and between (i) Sopan (ii) Baban (iii) Vithal Hulawale, (iv) Parubai (v) Sarubai, (vi) Gyanoba, (vii) Tukaram, (viii) Sakharam and (ix) Chandrabhaga (therein referred to as Vendors) of the One Part and Vithal Baburao Jambhulkar ("Vithal") (therein referred to as Purchaser) of the Other Part, the Vendors therein sold, conveyed and transferred Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout unto Purchaser viz. Vithal, at or for the consideration and in the manner contained therein. ME

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No 2954 dated 2<sup>nd</sup> January 1987 records the said transaction in respect of property bearing Survey No. 127/3 in Land Revenue Record.

- 8) On perusal of ME No. 10228 dated 26<sup>th</sup> August, 2020, it is recorded that, an application under Section 84C of the Maharashtra Tenancy and Agricultural Lands Act, 1948 was filed by Rajendra Dattatray Sakhare and Ganesh Shantaram Sakhare before the Mamlatdar and Tehsildar, Agricultural Lands Tribunal, Mulshi (Paud) in respect of Survey No. 127/3. Pursuant to the application, an Order dated 31<sup>st</sup> July, 2020 was passed in Case No. Tenancy/84C/SR/04/2020 whereby it was ordered/directed that for an amount of Rs. 1.15 Crores, an encumbrance shall be recorded in the 7/12 Extracts of Survey No. 127/3 and Survey No. 127/3 and the tenure/class of such lands shall be revised to 'New Sharti land'/Class II. I have not been furnished with any documents/papers pertaining to the said Case No. BTAL/84C/SR/04/2020 including the said Order dated 31<sup>st</sup> July, 2020.
- 9) By and under a Sale Deed dated 26<sup>th</sup> August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Vithal Baburao Jambhulkar (therein referred to as the Vendor) of the One Part and (i) Paranjape Schemes (Construction) Limited ("**PSCL**"); and (ii) Linker Shelter Private Limited ("**LSPL**") (therein referred to as Purchasers) of the Other Part ("**Sale Deed**"), Vithal sold, conveyed and transferred Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout unto Purchasers viz. PSCL and LSPL, at or for the consideration and in the manner contained therein.
- 10) On perusal of the Sale Deed I note as follows:
  - (i) Clause 14 states that PSCL entitled to own and hold Survey No. 127/3 to the extent of 10% and LSPL entitled to own and hold Survey No. 127/3 to the extent of 90%.
- 11) On perusal of ME No. 9188 dated 27<sup>th</sup> March, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 25<sup>th</sup> March 2017 bearing reference no. REVSM7701 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 25<sup>th</sup> March 2017 bearing reference no. REVSM7701 issued by the Tehsildar, District Pune. Under the said Mutation Entry, it is recorded that Mutation Entry No. 9101 was deleted.

**(VI) Survey No. 127/4 admeasuring 3,200 square meters or thereabouts ("Sixth Property")**

- 1) On perusal of Mutation Entry ("**ME**") No. 657 dated 5<sup>th</sup> September 1934, inter alia records division and survey of certain land in the said Village Hinjawadi. On the basis of the said Mutation Entry, I note that Khandu Jambhulkar ("**Khandu**"), was seized and possessed of property bearing Survey No. 127/4.
- 2) On perusal of ME No. 872 dated 7<sup>th</sup> July 1942, it is recorded that, on the death of Dhondur Khandu Jambhulkar ("**Dhondur**") around 2 years ago, names of his legal heirs and next of kin viz. Gyanu Khandu Jambhulkar ("**Gyanu**") and Genu Khandu Jambhulkar ("**Genu**") (minors represented through natural guardian Baygabai Khandu Jambhulkar ("**Baygabai**") (who are brothers of the deceased) were entered on 7/12 Extract in respect of property bearing Survey No. 127/4. I am unable to ascertain how did Survey No. 127/4 become the entitlement of Dhondur i.e. how Dhondur acquired Survey No. 127/4 from Khandu. I have been given to understand by the Paranjape Group that Dhondur was the only son of Khandu and after the death of Khandu, Dhondur inherited rights, title and interest in Survey No. 127/4. I have not been furnished with any ME recording the death of Khandu and also recording the fact that

Dhondu was the only legal heir of Khandu. I note that Khandu was one of the Co-Owner of property bearing Survey No. 127/4.

- 3) On perusal of ME No. 1307 dated 29<sup>th</sup> December, 1951, it is recorded that Survey No. 127/1 has been declared as Fragment under The Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and reflected in the names of Gyanu Khandu Jambhulkar and Genu Khandu Jambhulkar (who are legal heirs of Khandu Dhondu (since deceased)).
- 4) On perusal of ME No. 1553 dated 11<sup>th</sup> February, 1960, it is recorded that on the death of Genu Khandu Jambhulkar around 10-15 years ago names of his legal heir and next-of-kin viz. Gyanu Khandu Jambhulkar, (brother), was entered on 7/12 extract in respect of property bearing Survey No. 127/4.
- 5) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement of the land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 6) ME No. 1948 is not relevant to the property bearing Survey No. 127/4.
- 7) On perusal of ME No. 2076 dated 04<sup>th</sup> July, 1974, it is recorded that, on the death of Gyanu Khandu Jambhulkar on 24<sup>th</sup> June 1974, name of his legal heir viz. Chandrabhaga Gyanu Jambhulkar (widow) ("**Chandrabhaga**") was entered on 7/12 extract in respect of property bearing Survey No. 127/4.
- 8) By and under a Sale Deed dated 22<sup>nd</sup> June, 1978 executed and registered under Serial No. MVL-577 of 1978 with the Office of Sub Registrar of Assurances, Maval by and between Chandrabhaga Gyanu Jambhulkar (therein referred to as Vendor) of the One Part and Sopan Baburao Jambhulkar ("**Sopan**") (therein referred to as Purchaser) of the Other Part, Chandrabhaga sold, conveyed and transferred Survey No. 127/4 admeasuring 32 Gunthas (equivalent to 3,200 sq.mtrs. or thereabout) unto Purchaser viz. Sopan, at and for a consideration and on the terms and conditions contained therein. ME No. 2206 dated 11<sup>th</sup> November, 1978 records the said transaction in respect of property bearing Survey No. 127/4 in Revenue Record.
- 9) On perusal of ME No. 2536 dated 31<sup>st</sup> December 1985, it is recorded that Sopan availed a loan of Rs.15,000/- from Hinjewadi Vikas Co-operative Society on the security of property bearing Survey No. 127/4. Accordingly, an encumbrance in the name of Hinjewadi Vikas Co-operative Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 127/4.
- 10) On perusal of ME No. 3712 dated 10<sup>th</sup> June 1997, it appears that Sopan availed a loan of Rs.2,40,000/- from Canara Bank Hinjewadi Branch on the security of property bearing Survey No. 127/4. Accordingly, an encumbrance in the name of Hinjewadi Vikas Co-operative Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 127/4.
- 11) On perusal of ME No. 5230 dated 18<sup>th</sup> August, 2001, it is recorded that Sopan repaid the loan availed from Hinjewadi Vikas Co-operative Society. Accordingly, an encumbrance recorded in the name of Hinjewadi Vikas Co-operative Society in the Other Rights Column of property bearing Survey No. 127/4 came to be deleted.
- 12) On perusal of ME No. 5546 dated 25<sup>th</sup> November 2002, it is recorded that Sopan repaid the loan for Rs.2,40,000/- to Canara Bank Hinjewadi Branch. Accordingly, an encumbrance recorded in the name of Canara Bank Hinjewadi Branch in the Other Rights Column of property bearing Survey No. 127/4 came to be deleted.
- 13) By and under an Exchange Deed dated 20<sup>th</sup> October 2010 executed and registered under serial No. MLS-02-3825 of 2010 with the Office of Sub Registrar of Assurances, Mulshi by and between Sopan of the One Part and Vitthal Baburao Jambhulkar ("**Vitthal**") of the Other Part, Sopan exchanged Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout with Vitthal against Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabout in the manner and as per the terms and conditions more particularly mentioned therein. ME No. 7742 dated 01<sup>st</sup> November, 2010 records the said transaction in respect of property bearing Survey No. 127/4 entered in the name of Vitthal Baburao Jambhulkar in Land Revenue Record.

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- 14) By and under a Sale Deed dated 26<sup>th</sup> August, 2022 executed and registered under serial No. MLS-12844 of 2022 with the Office of Sub-Registrar of Assurances, Mulshi by and between Vitthal Baburao Jambhulkar (therein referred to as the Vendor) of the One Part and (i) Paranjape Schemes (Construction) Limited ("**PSCL**") and (ii) Linker Shelter Private Limited ("**LSPL**") (therein referred to as Purchasers) of the Other Part ("**Sale Deed**"), Vitthal inter alia sold, conveyed and transferred Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout unto Purchasers viz. PSCL and LSPL, at or for the consideration and in the manner contained therein.
- 15) On perusal of the Sale Deed, I note as follows:
  - (i) Clause 14 states that PSCL entitled to own and hold Plot 1 to the extent of 10% and LSPL entitled to own and hold Plot 1 to the extent of 90%.
- 16) On perusal of ME No. 9101 dated 06<sup>th</sup> January, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune. Under the said Mutation Entry, Mutation Entry No. 7742 was inserted in the name of Vitthal Baburao Jambhulkar for the property bearing Survey No. 127/4 and name of Sopan Baburao Jambhulkar was deleted for the property bearing Survey No. 127/4.
- 17) On perusal of ME No. 9415 dated 18<sup>th</sup> September 2017, it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18<sup>th</sup> September, 2017 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 18<sup>th</sup> September, 2017 issued by the Tehsildar, District Pune.

**(VII) Survey No. 128/1/1 admeasuring 3,600 square meters or thereabouts ("Seventh Property")**

- 1) On perusal of Mutation Entry ("**ME**") No. 545 dated 15<sup>th</sup> September, 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("**Ssantram**") was seized and possessed of Survey No. 128/1. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 128/1.
- 2) On perusal of ME No. 545 dated 15<sup>th</sup> September, 1933, the said Santram died on 27<sup>th</sup> July, 1933 leaving behind him surviving his son, Vithoba Santram Jambhulkar ("**Vithoba**") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.128/1.
- 3) On perusal of ME No. 836 dated 04<sup>th</sup> January, 1941 it further appears that, Kesu Ganpati Jambhulkar ("**Kesu**") died on 09<sup>th</sup> January, 1939 leaving behind him surviving Babu Kesu Jambhulkar ("**Babu**") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 128/1.
- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 128/1 for the year 1953 and on perusal thereof I note that, Survey No. 128/1 admeasured 1 acres 31 gunthas

(equivalent to 7,385.47 square meters) and the names of Vithoba and Babu were recorded as the holders therein.

- 5) On perusal of ME No. 1362 dated 22<sup>nd</sup> February, 1953 it is recorded that Baburao Keshavrao Jhambulkar ("**Baburao**") and the said Vithoba, being the landholders of various lands inter alia Survey No. 128 partitioned the lands held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 128/1 (part) admeasuring 34 gunthas (equivalent to 3,400 square metres) came to be recorded in the name of Babu. On perusal of the 7/12 Extract pertaining to Survey No. 128/1, I note that the same admeasured 1 acres 31 gunthas (equivalent to 7,385.47 sq.mtrs. or thereabout). I have been further given to understand by the Paranjape Group that only a portion of Survey No. 128/1 was the subject matter of ME No. 1362 and not the entire Survey No. 128/1 and in any event prior to the partition and post the partition the ownership of Survey No. 128/1 remained with Babu.
- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in the Land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 8) On perusal of ME No. 2058 dated 16<sup>th</sup> April 1974, it is recorded that Baburao availed a loan of Rs.7,400/- from District Land Development Bank, Pune for the purpose Water Supply Scheme, Pune of property bearing Survey No. 128/1 (part). Accordingly, an encumbrance in the name of Maharashtra Sahakari Vikas Bank was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 128/1 (part).
- 9) On perusal of ME No. 2204 dated 9<sup>th</sup> February 1978, it is recorded that Baburao repaid the loan of Rs.7,400/- availed from Maharashtra State Sahakari Vikas Bank on 07<sup>th</sup> January, 1970. Accordingly, an encumbrance recorded in the name of Maharashtra Sahakari Vikas Bank in the Other Rights Column of property bearing Survey No. 128/1 (Part) came to be deleted.
- 10) By and under a Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances by and between Baburao Keshavrao Jhambulkar (therein referred to as Vendor) of the One Part and Vithal Baburao Jambhulkar ("**Vithal**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred portion of the property bearing Survey No. 128/1 Part admeasuring 3400 sq.mtrs. or thereabout unto Purchaser Viz. Vithal, at and for a consideration and on the terms and conditions contained therein. ME No. 2348 dated 07<sup>th</sup> April, 1981 records the said transaction in respect of property bearing Survey No. 128/1 Part in Land Revenue Record.
- 11) On perusal of ME No. 2348 dated 07<sup>th</sup> April, 1981, it is recorded that, pursuant to the aforesaid Sale Deed dated 27<sup>th</sup> January, 1981, Survey No. 128/1 was subdivided and was renumbered as Survey Nos. 128/1/1 and 128/1/2. Accordingly, Survey No. 128/1/1 admeasuring 3,450 sq.mtrs. or thereabout came to be recorded in name of Baburao and Survey No. 128/1/2 admeasuring 3,450 sq.mtrs. or thereabout came to be recorded in name of Vithal. I have not been furnished with a copy of any Order recording the sub-division. Further, I note that the area of Survey No. 128/1/1 and Survey No. 128/1/2 have been recorded in this ME as 3,450 sq.mtrs. or thereabout each instead of 3,600 sq.mtrs. or thereabout each. I am unable to ascertain why the area is recorded less by 150 square metres. I have been given to understand by the Paranjape Group that the area of the 'pot kharaba' of Survey No. 128/1/1 and Survey No. 128/1/2 which is also 150 square metres each has been erroneously remained to be recorded in this ME.
- 12) On perusal of ME No. 2353 dated 20<sup>th</sup> April, 1981, it is recorded that by and under a Sale Deed dated 27<sup>th</sup> January, 1981 executed between Baburao Keshavrao Jhambulkar (therein referred to as Vendor) of the One Part and Sopan Baburao Jambhulkar ("**Sopan**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred Survey No. 128/1/1 admeasuring 3450 sq.mtrs. or thereabout unto Purchaser viz. Sopan, at and for a consideration and on the terms and conditions contained therein.

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- 13) I note that Babu has sold the same property i.e. Survey No. 128/1/1 in two different parties i.e. under the Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances to Vithal and under Sale Deed dated 27<sup>th</sup> January, 1981 to Sopan. I have been given to understand by the Paranjape Group that this incongruity in area in the said two Sale Deeds has been resolved by making Vitthal and his family members, legal heirs of Babu/Baburao and Sopan and his family members parties to the Sale Deed dated 03<sup>rd</sup> April, 2006 more particularly referred to paragraph 10 hereunder.
- 14) On perusal of ME No. 2536 dated 31<sup>st</sup> December, 1985, it is recorded that Sopan availed a loan of Rs.15,000/- from Hinjewadi Vikas Co-operative Society on the security of property bearing Survey No. 128/1/1. Accordingly, an encumbrance in the name of Hinjewadi Vikas Co-operative Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 128/1/1.
- 18) On perusal of ME No. 3712 dated 10<sup>th</sup> June, 1997 it appears that Sopan availed a loan of Rs.2,40,000/- from Canara Bank Hinjewadi Branch on the security of property bearing Survey No. 128/1/1. Accordingly, an encumbrance in the name of Hinjewadi Vikas Co-operative Society was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 128/1/1.
- 15) On perusal of ME No. 5230 dated 18<sup>th</sup> August, 2001, it is recorded that Sopan repaid the loan availed from Hinjewadi Vikas Co-operative Society. Accordingly, an encumbrance recorded in the name of Hinjewadi Vikas Co-operative Society in the Other Rights Column of property bearing Survey No. 128/1/1 came to be deleted.
- 16) By and under a Sale Deed dated 03<sup>rd</sup> April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i) Vitthal Baburao Jambhulkar, (ii) Sopan Baburao Jambhulkar, (iii) Hirabai Sopan Jambhulkar ("**Hirabai**"), (iv) Gokul Sopan Jambhulkar ("**Gokul**"), (iv-a) Vivek Gokul Jhambulkar ("**Vivek**") represented by natural guardian Farina Gokul, (v) Kaushalya Gokul Jambhulkar ("**Kaushalya**"), (vi) Chaya Ranvde ("**Chaya**"), (vii) Rukmanibai Vithal Jambhulkar ("**Rukmanibai**"), (viii) Devram Gyanoba Jhambulkar ("**Devram**"), (a) Abhishek Devram Jhambulkar ("**Abhishek**"), (b) Kaveri Devram Jhambulkar ("**Kaveri**"), (c) Chaitrali Devram Jhambulkar ("**Chaitrali**") all minors represented by their father and natural guardian Devram, (ix) Lakshmibai Devram Jambhulkar ("**Lakshmibai**"), (x) Gyanoba, (xi) Tarabai Gyanoba Jhambulkar ("**Tarabai**"), (xii) Sachin Gyanoba Jhambulkar ("**Sachin**"), (xiii) Sandeep Gyanoba Jambhulkar ("**Sandeep**"), (xiv) Maya Sukhdev ("**Maya**") (therein referred to as Vendors) of the One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of the Other Part, Vithal, Sopan and Others i.e. the Vendors therein inter alia sold, conveyed and transferred a portion of property bearing Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. Sudhir, at and for consideration and on the terms and conditions mentioned therein. ME No. 6601 dated 17<sup>th</sup> January, 2007 records the said transaction in respect of property bearing Survey No. 128/1/1 in Land Revenue Record.
- 17) On perusal of ME No. 7391 dated 30<sup>th</sup> March 2009, it is recorded that Sopan repaid the loan for Rs.2,40,000/- to Canara Bank Hinjewadi Branch. Accordingly, an encumbrance recorded in the name of Canara Bank Hinjewadi Branch in the Other Rights Column of property bearing Survey No. 128/1/1 came to be deleted.
- 18) By and under a Sale Deed dated 04<sup>th</sup> August, 2016 executed and registered under serial No. MLS-02-7226 of 2016 with Office of Sub-Registrar of Assurances, Mulshi by and executed between Sudhir (therein referred as Vendor) of the One Part and Nalanda Shelter Private

Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir inter alia sold, conveyed and transferred the Plot 1 i.e. portion of property bearing Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout unto Purchaser viz. NSPL, at and for consideration and on the terms and conditions mentioned therein. ME No. 8988 dated 18<sup>th</sup> August, 2016 records the said transaction in respect of property bearing Survey No. 128/1/1 in Land Revenue Record.

- 19) By and under a Sale Deed dated 12<sup>th</sup> April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances, by and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed No. 1**"), NSPL inter alia sold, conveyed and transferred the Plot 1 i.e. portion of property bearing Survey No. 128/1/1 admeasuring 321 sq.mtrs. or thereabout unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09<sup>th</sup> September, 2019 records the the said transaction in respect of property bearing Survey No. 128/1/1 in Land Revenue Record.
- 20) On perusal of ME No. 10673 dated 4<sup>th</sup> January, 2022 it appears that, pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe an Order dated 30<sup>th</sup> January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A) 131/MB/2018 ("**Merger Order**") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and the business stood transferred to and vested in PSCL without any further, act or deed on and from the appointed date therein i.e. 1<sup>st</sup> April 2017. I have been furnished with a copy of the aforesaid Order dated 30<sup>th</sup> January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same has been registered with the Office of the Sub-Registrar of Assurances under Serial No.MLS-2-15104 of 2021.
- 21) By and under a Gift Deed dated 23<sup>rd</sup> June, 2021 executed and registered under serial No. MLS-02- 12045 of 2021 with the Office of Sub Registrar of Assurances, Mulshi by Sopan Baburao Jambhulkar (therein referred to as Donor) of the One Part in favour of Gokul Sopan Jhambulkar ("**Gokul**") (therein referred to as Donee) of the Other Part, Sopan transferred and assigned the balance portion of Survey No. 128/1/1 admeasuring 3,279 sq.mtrs. or thereabout ("**Plot 2**") unto Donee viz. Gokul without consideration out of love and affection as and by way of gift in the manner contained therein. ME No. 10839 dated 24<sup>th</sup> June, 2022 records the said transaction in respect of property bearing Survey No. 128/1/1 in Land Revenue Record.
- 22) By and under a Sale Deed dated 8<sup>th</sup> August, 2022 executed and registered under serial No. MLS-11779 of 2022 with the Office of Sub Registrar of Assurances, Mulshi by and between Gokul (therein referred to as Vendor) of the First Part; (i) Sopan, (ii) Hirabai, (iii) Kaushalya, (iv) Vivek, (v) Viraj Gokul Jambhulkar (minor represented through natural guardian Gokul) (therein referred to as Confirming Parties) of the Second Part and (i) PSCL; and (ii) P.S.C. Properties Private Limited ("**PPPL**") (therein referred to as Purchasers) of the Third Part ("**Sale Deed No. 2**"), Gokul with the confirmation of the Confirming Parties sold, conveyed and transferred Plot 2 i.e. balance portion of Survey No. 128/1/1 admeasuring
- 23) square meters or thereabout unto Pucahsers viz. PSCL and PPPL, at or for the consideration and in the manner contained therein. [Note: The Sale Deed of Plot 1 had the members of the Vithal Group as the parties, then why has the Sale Deed of Plot 2 done only by the Sopan Group I cannot ascertain. Hence, I am unable to ascertain how the share, rights, title and interest of Vithal Group in Plot 2 stood sold by Sopan Group].
- 24) On perusal of the Sale Deed No.2, I note as follows:
  - (i) Clause 14 states that PSCL entitled to own and hold Plot 2 to the extent of 10% and PPPL entitled to own and hold Plot 2 to the extent of 90%.
- 25) On perusal of ME No. 9101 dated 06<sup>th</sup> January, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune. There is no material changes made in respect of this property bearing Survey No. 128/1/1 and all changes mentioned therein are duly dealt with hereinabove.



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**(VIII) Survey No. 128/1/2 admeasuring 3,600 square meters or thereabouts ("Eighth Property")**

- 1) On perusal of Mutation Entry ("**ME**") No. 545 dated 15<sup>th</sup> September, 1933, it appears that prior to the year 1933, one Santram Babaji Jambhulkar ("**Santram**") was seized and possessed of Survey No. 128/1. Save and except for this ME, I have not been furnished with any documents/information evidencing the manner in which Santram came to be entitled to Survey No. 128/1.
- 2) On perusal of ME No. 545 dated 15<sup>th</sup> September, 1933, the said Santram died on 27<sup>th</sup> July, 1933 leaving behind him surviving his son, Vithoba Santram Jambhulkar ("**Vithoba**") as his only legal heir, and accordingly his name was mutated as the landholder in the 7/12 extracts in respect of property bearing Survey No.128/1.
- 3) On perusal of ME No. 836 dated 04<sup>th</sup> January, 1941 it further appears that, Kesu Ganpati Jambhulkar ("**Kesu**") died on 09<sup>th</sup> January, 1939 leaving behind him surviving Babu Kesu Jambhulkar ("**Babu**") as his only legal heir, and accordingly Babu's name was recorded in the Landholder Column of the 7/12 Extract in respect of property bearing Survey No. 128/1.
- 4) I have been furnished with a copy of the 7/12 Extract pertaining to Survey No. 128/1 for the year 1953 and on perusal thereof I note that, Survey No. 128/1 admeasured 1 acres 31 gunthas (equivalent to 7,385.47 sq.mtrs. or thereabout) and the names of Vithoba and Babu were recorded as the holders therein.
- 5) On perusal of ME No. 1362 dated 22<sup>nd</sup> February, 1953 it is recorded that Baburao Keshavrao Jhambulkar ("**Baburao**") and the said Vithoba, being the landholders of various lands interalia Survey No. 128 partitioned the lands held by them on the basis of use, occupation and possession. By reason whereof, Survey No. 128/1 (part) admeasuring 34 gunthas (equivalent to 3,439.78 square metres) came to be recorded in the name of Babu. On perusal of the 7/12 Extract pertaining to Survey No. 128/1, I note that the same admeasured 1 acres 31 gunthas (equivalent to 7,385.47 sq.mtrs. or thereabout). I have been further given to understand by the Paranjape Group that only a portion of Survey No. 128/1 was the subject matter of ME No. 1362 and not the entire Survey No. 128/1 and in any event prior to the partition and post the partition the ownership of Survey No. 128/1 remained with Babu.
- 6) I presume that Babu and Baburao are one and the same person.
- 7) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it is recorded that on Enactment of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in the Land in all Villages of Maharashtra. Accordingly, there was implementation of said system of measurement for the Land in Revenue Records. Thereupon, the area of acres and gunthas of land in Village Hinjewadi has been converted to Hectares and Ares.
- 8) On perusal of ME No. 2058 dated 16<sup>th</sup> April 1974, it is recorded that Baburao availed a loan of Rs.7,400/- from District Land Development Bank, Pune for the purpose Water Supply Scheme, Pune of property bearing Survey No. 128/1 (part). Accordingly, an encumbrance in the name of Maharashtra Sahakari Vikas Bank was recorded in the Other Rights Column of 7/12 Extract in respect of property bearing Survey No. 128/1 (part).
- 9) On perusal of ME No. 2204 dated 9<sup>th</sup> February 1978, it is recorded that Baburao repaid the loan of Rs.7,400/- availed from Maharashtra State Sahakari Vikas Bank on 07<sup>th</sup> January, 1970.

Accordingly, an encumbrance recorded in the name of Maharashtra Sahakari Vikas Bank in the Other Rights Column of property bearing Survey No. 128/1 (Part) came to be deleted.

- 10) By and under a Sale Deed dated 27<sup>th</sup> January, 1981 executed and registered under serial No. MVL-203 of 1981 with the Office of Sub-Registrar of Assurances by and between Baburao (therein referred to as Vendor) of the One Part and Vithal Baburao Jambhulkar ("**Vithal**") (therein referred to as Purchaser) of the Other Part, Baburao sold, conveyed and transferred Survey No. 128/1/1 and Survey No. 128/1/2 unto Purchaser Viz. Vithal, at and for a consideration and on the terms and conditions contained therein. ME No. 2348 dated 07<sup>th</sup> April, 1981 records the said transaction in respect of property bearing Survey No. 128/1/1 in Revenue Record.
- 11) On perusal of ME No. 2348 dated 07<sup>th</sup> April, 1981, it is recorded that, pursuant to the aforesaid Sale Deed dated 27<sup>th</sup> January, 1981, Survey No. 128/1 was subdivided and was renumbered as Survey Nos. 128/1/1 and 128/1/2, accordingly Survey No. 128/1/1 admeasuring 3,450 sq.mtrs. or thereabout came to be recorded in name of Baburao and Survey No. 128/1/2 admeasuring 3,450 sq.mtrs. or thereabout came to be recorded in name of Vithal. I have not been furnished with a copy of any order recording the sub-division. Further, I note that the area of Survey No. 128/1/1 and Survey No. 128/1/2 have been recorded in this ME as 3,450 sq.mtrs. or thereabout each instead of 3,600 sq.mtrs. or thereabout each. I am unable to ascertain why the area is recorded less by 150 sq.mtrs. or thereabout. I have been given to understand by the Paranjape Group that the area of the 'pot kharaba' of Survey No. 128/1/1 and Survey No. 128/1/2 which is also 150 sq.mtrs. or thereabout each has been erroneously remained to be recorded in this ME.
- 12) On perusal of ME No. 3372 dated 08<sup>th</sup> February, 1995, it appears that pursuant to the letter received by the Bank of Maharashtra, Aundh Branch, from the Mhatoba Co-operative Water Supply Society Limited stating that all the loan availed by various farmers in respect of various properties for Water Supply Scheme Pune were repaid by them and hence the encumbrance recorded in the Other Rights Column of 7/12 Extract of property bearing Survey No. 128/1/2 came to be deleted.
- 13) On perusal of ME No. 4429 dated 19<sup>th</sup> August, 1999, it is recorded that pursuant to the letter bearing serial no. AV5/Loan/99 dated 22<sup>nd</sup> July, 1999 issued by Bank of Maharashtra, Aundh Branch stating that all the loan availed by various farmers in respect of various properties for Mhatoba Co-operative Water Supply Society Pune was dissolved and taken over by Maharashtra Industrial Development Corporation and thereupon paid off the encumbrances. Hence, an encumbrance recorded in the Other Rights Column of 7/12 Extract of property bearing Survey No. 128/1/2 came to be deleted.
- 14) By and under a Sale Deed dated 03<sup>rd</sup> April, 2006 executed and registered under serial No. MLS-1931 of 2006 with Office of Sub-Registrar of Assurances, Mulshi by and between (i) Vithal, (ii) Sopan Baburao Jambhulkar ("**Sopan**"), (iii) Hirabai Sopan Jambhulkar ("**Hirabai**"), (iv) Gokul Sopan Jambhulkar ("**Gokul**"), (iv-a) Vivek Gokul Jambhulkar ("**Vivek**") represented by natural guardian Farina Gokul, (v) Kaushalya Gokul Jambhulkar ("**Kaushalya**"), (vi) Chaya Ranvde ("**Chaya**"), (vii) Rukmanibai Vithal Jambhulkar ("**Rukmanibai**"), (viii) Devram Gyanoba Jambhulkar ("**Devram**"), (a) Abhishek Devram Jambhulkar ("**Abhishek**"), (b) Kaveri Devram Jambhulkar ("**Kaveri**"), (c) Chaitrali Devram Jambhulkar ("**Chaitrali**") all minors represented by their father and natural guardian Devram, (ix) Lakshmibai Devram Jambhulkar ("**Lakshmibai**"), (x) Gyanoba, (xi) Tarabai Gyanoba Jambhulkar ("**Tarabai**"), (xii) Sachin Gyanoba Jambhulkar ("**Sachin**"), (xiii) Sandeep Gyanoba Jambhulkar ("**Sandeep**"), (xiv) Maya Sukhdev ("**Maya**") (therein referred to as Vendors) of the One Part and Sudhir Shivdev Bapat ("**Sudhir**") (therein referred to as Purchaser) of the Other Part, Vithal and Others i.e. the Vendors therein sold, conveyed and transferred a portion of Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout ("**Plot 1**") unto Sudhir, at and for consideration and on the terms and conditions mentioned therein. ME No. 6601 dated 17<sup>th</sup> January, 2007 records the said transaction in respect of property bearing Survey No. 128/1/2 in Land Revenue Record.
- 15) By and under an Exchange Deed dated 20<sup>th</sup> October 2010 executed and registered under serial No. MLS-02-3825 of 2010 with the Office of Sub Registrar of Assurances, Mulshi by and between Sopan Baburao Jambhulkar ("**Sopan**") of the One Part and Vithal of Other Part, Sopan exchanged property bearing Survey No. 127/4 admeasuring 3,200 sq.mtrs. or thereabout with Vithal against Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabout in the manner and as per the terms and conditions more particularly mentioned therein. ME No. 7742 dated 01<sup>st</sup> November, 2010 records the said transaction in respect of property bearing Survey No. 128/1/2 to the extent of admeasuring 3,279 sq.mtrs. or thereabout entered in the name of Sopan Baburao Jambhulkar in Revenue Record.

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- 16) By and under a Sale Deed dated 6<sup>th</sup> August, 2016 executed and registered under serial No. 7226 of 2016 with Office of Sub-Registrar of Assurances by and between Sudhir Shivdev Bapat ("**Sudhir**") (therein referred as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") (therein referred to as Purchaser) of the Other Part, Sudhir sold, conveyed and transferred sold, conveyed and transferred a portion of Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. NSPL at and for a consideration and on the terms and conditions therein contained. ME No. 8988 dated 18<sup>th</sup> August 2016 records the said transaction in respect of property bearing Survey No. 128/1/2 in Land Revenue Record.
- 17) By and under a Sale Deed dated 12<sup>th</sup> April, 2019 executed and registered under Serial No. 8663 of 2019 with Office of Sub-Registrar and Assurances and between of NSPL (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited ("**FIL**") (therein referred to as Purchaser) of the Other Part ("**Sale Deed No. 1**"), NSPL sold, conveyed and transferred the a portion of Survey No. 128/1/2 admeasuring 321 sq.mtrs. or thereabout ("**Plot 1**") unto Purchaser viz. FIL, at and for consideration and on terms and conditions mentioned therein. ME No. 10575 dated 09<sup>th</sup> September, 2019 records the said transaction in respect of property bearing Survey No. 128/1/2 in Land Revenue Record.
- 18) By and under a Gift Deed dated 02<sup>nd</sup> August, 2021 executed and registered under serial No. MLS-02-11087 of 2021 with the Office of Sub Registrar of Assurances, Mulshi by Sopan Baburao Jambhulkar (therein referred to as Donor) of the One Part in favour of Gokul Sopan Jambhulkar ("**Gokul**") (therein referred to as Donee) of the Other Part, Sopan transferred and assigned the balance portion of Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabout ("**Plot 2**") unto Donee viz. Gokul without consideration out of love and affection as and by way of gift in the manner contained therein. ME No. 10544 dated 02<sup>nd</sup> August, 2021 records the said transaction in respect of property bearing Survey No. 128/1/2 in Land Revenue Record
- 19) On perusal of ME No. 10673 dated 4<sup>th</sup> January, 2022 it appears that, pursuant to application made by Paranjpe Schemes (Construction) Limited ("**PSCL**") through director A. P Paranjpe an Order dated 30<sup>th</sup> January, 2020 was passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") in Company Petition (C.A.A.) 3442/M/2018 in C.A.(C.A.A) 131/MB/2018 ("**Merger Order**") whereby FIL (formerly known as Flagship Infrastructure Private Limited) was merged into PSCL and the business stood transferred to and vested in PSCL without any further, act or deed on and from the appointed date therein i.e. 1<sup>st</sup> April 2017. I have been furnished with a copy of the aforesaid Order dated 30<sup>th</sup> January, 2020 and on perusal thereof I note that the requisite stamp duty thereon has been paid and the same has been registered with the Office of the Sub-Registrar of Assurances under Serial No.MLS-2-15104 of 2021.
- 20) By and under a Sale Deed dated 8<sup>th</sup> August, 2022 executed and registered under serial No. MLS-11779 of 2022 with the Office of Sub Registrar of Assurances by and between Gokul Sopan Jambhulkar (therein referred to as Vendor) of the First Part; (i) Sopan, (ii) Hirabai, (iii) Kaushalya, (iv) Vivek, (v) Viraj Gokul Jambhulkar (minor represented through natural guardian Gokul) (therein referred to as Confirming Parties) of the Second Part and (i) PSCL; and (ii) P.S.P. Properties Private Limited ("**PPPL**") (therein referred to as Purchasers) of the Third Part ("**Sale Deed No. 2**"), Gokul with the confirmation of the Confirming Parties sold, conveyed and transferred balance portion of Survey No. 128/1/2 admeasuring 3,279 sq.mtrs. or thereabout ("**Plot 2**") unto Purchasers viz. PSCL and PPPL, at or for the consideration and in the manner contained therein.
- 21) On perusal of the Sale Deed No.2, I note as follows:
  - (i) Clause 14 states that PSCL entitled to own and hold Plot 2 to the extent of 10% and PPPL entitled to own and hold Plot 2 to the extent of 90%.

- 22) On perusal of ME No. 9101 dated 06<sup>th</sup> January, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 28<sup>th</sup> December, 2016 issued by the Tehsildar, District Pune. There is no material changes made in respect of this property bearing Survey No. 128/1/2 and all changes mentioned therein are duly dealt with hereinabove.
- 23) On perusal of ME No. 9420 dated 22<sup>nd</sup> September, 2017 it appears that, pursuant to directions issued under Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L-1 issued by the State Government and Order dated 20<sup>th</sup> September, 2017 issued by the Tehsildar, District Pune, the revenue records were digitalized and rectified. I have not been furnished with the aforesaid Circular dated 7<sup>th</sup> May, 2016 bearing reference no. Ra/Bhu/A./Pra Kra.180/L1 issued by the State Government and Order dated 18<sup>th</sup> September, 2017 issued by the Tehsildar, District Pune. There is no material changes made in respect of this property bearing Survey No. 128/1/2 and all changes mentioned therein are duly dealt with hereinabove.

**(IX) Survey No. 128/2/A admeasuring 50,600 square meters or thereabouts and Survey No. 128/2/1 admeasuring 2500 square meters or thereabouts ("Eighth Property" and "Ninth Property")**

**A. Title Flow in respect of Old Survey No. 128/2**

- 1) On perusal of ME No. 463 dated 7<sup>th</sup> October 1929, it appears that Maruti Laxman Jambhulkar died on 10<sup>th</sup> September 1929 leaving behind him Janu Maruti Jambhulkar ("**Janu Jambhulkar**") as his only legal heir and representative.
- 2) On perusal of partially legible ME No. 1810 dated 9<sup>th</sup> July 1965, it appears that Janu Jambhulkar died leaving behind (i) Varlala, (ii) Valisha (*name is unclear*), (iii) Hanu (*name is unclear*), (iv) Hanmanta, (v) Namdev, (vi) Shivram Janu Jambhulkar ("**Shivram**") and (vi) Laxmibai Bhagu Yadav as his only legal heirs and representatives. On perusal of the 7/12 Extract for the period 1953 to 1965, it appears that Shivram's name was recorded as the owner in his capacity of the Karta of the Hindu Undivided Family ("**HUF**").
- 3) On perusal of ME No. 1944 dated 7<sup>th</sup> November 1970, it appears that there was a partition and pursuant to the partition *inter alia* Survey No. 128/2 admeasuring 2 Acres and 38 Gunthas (*including 5 Gunthas of Pot Kharaba*) equivalent to 11,983 square meters (*including approximately 506 square meters of pot kharaba*) the name of Shivram was recorded as the holder of *inter alia* Survey No. 128/2.
- 4) On perusal of ME No. 1946 dated 2<sup>nd</sup> December 1970, it appears that in pursuance of the provisions of the Bombay Weights and Measurements (Enforcement) Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in all villages of Maharashtra and accordingly, effects were given to the revenue records of Village Hinjewadi.
- 5) On perusal of ME No. 2242 dated 22<sup>nd</sup> February 1979, it appears that by and under a partially legible Sale Deed dated 20<sup>th</sup> September 1978 registered with the Sub – Registrar of Assurances at Serial No. MVL – 771 of 1978 executed between Shivram referred to as the Vendor therein of the One Part and Dattatraya referred to as the Purchaser therein of the Other Part, Shivram sold Survey No. 128/2 admeasuring 2 Acres and 38 Gunthas equivalent to approximately 11,983 square meters at or for a consideration of Rs 6,000/- (Rupees Six Thousand Only).
- 6) On perusal of ME No. 2475 dated 10<sup>th</sup> March 1984, it appears that Dattatray Maruti Jambhulkar ("**Dattatraya**") availed a loan of sum of Rs 30,000/- (Rupees Thirty Thousand Only) from Maharashtra State Co-operative Land Development Bank Limited vide a Mortgage Deed dated 27<sup>th</sup> February 1984 registered with the Sub – Registrar of Assurances at Serial No. 749 of 1984 and the name of Maharashtra State Co-operative Land Development Bank was recorded in the holders column and the name of Dattatray Maruti Jambhulkar was recorded on the other rights column of the 7/12 extract in respect of *inter alia* Survey No. 128/2.
- 7) On perusal of ME No. 2372, it appears that the 7/12 Extract of Survey No. 128/2 for the period of 1978 to 1991, it appears that a loan of Rs 15,000/- (Rupees Fifteen Thousand Only) was availed from Hinjewadi Vikas Seva Co-operative Society on 9<sup>th</sup> November 1981 in the other rights column of the 7/12 Extract.

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- 8) On perusal of ME No. 3372 dated 8<sup>th</sup> February 1995, it appears that, *inter alia* Dattatraya had availed a loan from Bank of Maharashtra in respect of *inter alia* Survey No. 128/2 vide Mortgage Deed registered with the Sub – Registrar of Assurances at Serial No. 4942 of 1988 and a charge was created in the name of Bank of Maharashtra in the Other Rights Column of 7/12 Extract in respect of Survey No. 128/2.
- 9) On perusal of ME No. 3738 dated 7<sup>th</sup> August 1997, it appears that Dattatraya had availed a loan of Rs 30,000/- (Rupees Thirty Thousand Only) from The Maharashtra State Agricultural and Rural Bank Limited on 27<sup>th</sup> February 1984 which was repaid along with interest on 3<sup>rd</sup> April 1997. It further appears that the entry was made pursuant to an intimation in respect thereof vide a letter dated 10<sup>th</sup> June 1997 bearing reference no. 102 of 1997 issued by the Bank.
- 10) On perusal of ME No. 3739 dated 7<sup>th</sup> August 1997, it appears that Dattatraya repaid the entire loan of sum of Rs 15,700/- (Rupees Fifteen Thousand Seven Hundred Only) availed from Hinjewadi Vikas Seva Co-operative Society and the charge created with respect to *inter alia* Survey No. 128/2 in favor of Hinjewadi Vikas Seva Co-operative Society was deleted from the other rights column.
- 11) On perusal of ME No. 4007 dated 12<sup>th</sup> March 1998, it appears that the charge created vide ME No. 3372 (*recorded hereinabove at paragraph no. **Error! Reference source not found.***) by Dattatraya was rectified to state that the charge was not on the entire area of *inter alia* Survey No. 128/2 and instead it was created only on a portion of Survey No. 128/2 admeasuring 80 Ares equivalent to 8000 square meters.
- 12) On perusal of ME No. 4429 dated 19<sup>th</sup> August 1999, it appears that Bank of Maharashtra vide a letter dated 22<sup>nd</sup> July 1999 bearing no. AV5/Karj/99, informed that Maharashtra Industrial Development Corporation acquired Mahtoba Co-operative Water Supply Organization Limited (Liquidated) and repaid the loans availed by the farmers being members of Mahtoba Co-operative Water Supply Organization Limited and hence, in pursuance hereof, the charge created on *inter alia* Survey No. 128/2 was deleted.
- 13) On perusal of the Sale Deed dated 8<sup>th</sup> September 1999 registered with the Sub – Registrar of Assurances at Serial No. MLS - 3365 of 1999 recorded below it appears that Dattatraya had created a private demarcation demarcating 8 plots.
- 14) On perusal of ME No. 4469 dated 2<sup>nd</sup> October 1999, it appears that by and under a Sale Deed dated 8<sup>th</sup> September 1999 registered with the Sub – Registrar of Assurances at Serial No. MLS - 3365 of 1999 executed between Dattatraya referred to as the Vendor therein of the One Part and (i) Vinayak Parshuram Ranwade ("**Vinayak Ranwade**") and (ii) Prakash Parshuram Ranwade ("**Prakash Ranwade**") referred to as the Purchasers therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 3 Ares equivalent to 300 square meters (i.e. Plot No. 1) at or for valuable consideration.
- 15) On perusal of ME No. 4468 dated 2<sup>nd</sup> November 1999, it appears that by and under a Sale Deed dated 8<sup>th</sup> September 1999 registered with the Sub — Registrar of Assurances at Serial No. MLS - 3366 of 1999 in favour of executed between Dattatraya referred to as the Vendor therein of the One Part and Vasudev Gopal Nemade ("**Vasudev Nemade**") referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 2 Ares equivalent to 200 square meters to Vasudev Nemade at or for a consideration contained therein. Further, it is recorded therein that the entire amount of consideration was received by Dattatraya.

- 16) On perusal of ME No. 5049, it appears that by Sale Deed dated 27<sup>th</sup> October 1999 registered with the Sub – Registrar of Assurances at Serial No. MLS - 4025 of 1999 in favor of Gopal Bilaki Bhirud ("**Gopal Bhirud**") referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 2.5 Ares equivalent to 250 square meters (i.e. Plot No. 3-A) in favor of Gopal Bhirud at or for a consideration contained therein. Further, it is recorded therein that the entire amount of consideration was received by Dattatraya.
- 17) On perusal of ME No. 5050, it appears that by Sale Deed dated 27<sup>th</sup> October 1999 registered with the Sub – Registrar of Assurances at Serial No. MLS - 4026 of 1999 in favor of Ravindra Laxman Chaudhry ("**Ravindra Chaudhary**") referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 2.5 Ares equivalent to 250 square meters (i.e. Plot No. 3) in favour of Ravindra Chaudhary at or for a consideration contained therein.
- 18) On perusal of ME No. 4752 dated 4<sup>th</sup> July 2000, it appears that Sale Deed dated 29<sup>th</sup> April 2000 registered with the Sub – Registrar of Assurances at Serial No. MLS - 1946 of 2000 in favour of Tukaram Rambhau Chandere ("**Tukaram Chandere**") to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 3 Are equivalent to 300 square meters (i.e. Plot No. 4) in favor of Tukaram Chandere at or for a consideration contained therein.
- 19) On perusal of ME No. 4756 dated 4<sup>th</sup> July 2000, it appears that Sale Deed dated 5<sup>th</sup> May 2000 registered with the Sub – Registrar of Assurances at Serial No. MLS - 2036 of 2000 executed between Dattatraya through his power of attorney holder Somnath Sahebrao Tapkir ("**Somnath Tapkir**") referred to as the Vendor therein of the One Part and Suresh Vasant Kadam ("**Suresh Kadam**") referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 5 totally admeasuring 400 square meters) in favor of Suresh Kadam at or for a consideration contained therein.
- 20) On perusal of ME No. 4757 dated 4<sup>th</sup> July 2000, it appears that Sale Deed dated 5<sup>th</sup> May 2000 registered with the Sub – Registrar of Assurances at Serial No. MLS - 2035 of 2000 executed between Dattatraya through his power of attorney holder Somnath Tapkir referred to as the Vendor therein of the One Part and Pawankumar Narayan Bhujbal ("**Pawankumar Bhujbal**") referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 5 totally admeasuring 400 square meters) in favour of Pawankumar Bhujbal at or for a consideration contained therein.
- 21) On perusal of ME No. 4761 dated 4<sup>th</sup> July 2000, it appears that by Sale Deed dated 8<sup>th</sup> May 2000 registered with the Sub – Registrar of Assurances at Serial No. MLS - 2254 of 2000 in favour of Vaishali Bhalchandra Bhoiate *alias* Vaishali Kishore Ulhare ("**Vaishali Bhoiate**") referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 2 Are equivalent to 200 square meters (i.e. portion of Plot No. 2 totally admeasuring 700 square meters) in favour of Vaishali Bhoiate at or for a consideration contained therein.
- 22) On perusal of ME No. 4807 dated 25<sup>th</sup> August 2000, it appears that by Sale Deed dated 20<sup>th</sup> July 2000 registered with the Sub – Registrar of Assurances at Serial No. MLS - 3488 of 2000 executed between Dattatraya through his power of attorney holder Soamnath Tapkir referred to as the Vendor therein of the One Part and Satish Baban Shitole ("**Satish Shitole**") referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 5 totally admeasuring 400 square meters) in favour of Satish Shitole at or for a consideration contained therein.
- 23) On perusal of ME No. 4808 dated 25<sup>th</sup> August 2000, it appears that by and under a Sale Deed dated 20<sup>th</sup> July 2000 registered with the Sub – Registrar of Assurances at Serial No. MLS - 3487 of 2000 executed between Dattatraya through his power of attorney holder Somnath Tapkir referred to as the Vendor therein of the One Part and Vishnu Haribhau Gayakwad ("**Vishnu Gayakwad**") referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 5 totally admeasuring 400 square meters) in favour of Vishnu Gayakwad at or for a consideration contained therein.

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- 24) On perusal of ME No. 4862 dated 7<sup>th</sup> September 2000, it appears that by Sale Deed dated 17<sup>th</sup> August 2000 registered with the Sub – Registrar of Assurances at Serial No. MLS - 3922 of 2000 executed between Dattatraya through his power of attorney holder Somnath Tapkir referred to as the Vendor therein of the One Part and Vijaymala Yuvraj Bile (**“Vijaymala Bile”**) referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 5 Ares equivalent to 500 square meters (i.e. portion of Plot No. 3) in favour of Vijaymala Bile at or for a consideration contained therein.
- 25) On perusal of ME No. 4857 dated 7<sup>th</sup> September 2000, it appears that by Sale Deed dated 17<sup>th</sup> August 2000 registered with the Sub – Registrar of Assurances at Serial No. MLS - 3921 of 2000 executed between Dattatraya through his power of attorney holder Somnath Tapkir referred to as the Vendor therein of the One Part and Sunita Somanath Tapkir (**“Sunita Tapkir”**) referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 4.5 Ares equivalent to 450 square meters (i.e. Plot No. 8) in favour of Sunita Tapkir at or for a consideration contained therein.
- 26) On perusal of ME No. 5148 dated 10<sup>th</sup> July 2001, it appears that by Sale Deed dated 11<sup>th</sup> April 2001 registered with the Sub – Registrar of Assurances at Serial No. MLS - 2050 of 2001 executed between Dattatraya through his power of attorney holder Somnath Tapkir referred to as the Vendor therein of the One Part and Nandakumar Gyaneshwar Kalmalkar (**“Nandakumar Kalmalkar”**) referred to as the Purchaser therein of the Other Part (**“Nandakumar Conveyance”**), Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Ares equivalent to 100 square meters (i.e. demarcated portion Plot No. 6 totally admeasuring 300 square meters) in favor of Nandakumar Kalmalkar at or for a consideration contained therein.
- 27) On perusal of ME No. 5022, it appears that by Sale Deed dated 10<sup>th</sup> January 2001 registered with the Sub – Registrar of Assurances at Serial No. MLS - 217 of 2001 executed between Dattatraya through his power of attorney holder Somnath Tapkir referred to as the Vendor therein of the One Part and Pradeep Eknath Kalamkar (**“Pradeep Kalamkar”**) referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a demarcated portion of Survey No. 128/2 admeasuring 2 Ares equivalent to 200 square meters (i.e. portion of Plot No. 7 totally admeasuring 400 square meters) in favour of Pradeep Kalamkar at or for a consideration contained therein.
- 28) On perusal of ME No. 5249 dated 11<sup>th</sup> September 2001, it appears that by and under a Sale Deed dated 10<sup>th</sup> July 2001 registered with the Sub – Registrar of Assurances at Serial No. MLS - 3610 of 2001 executed between Dattatraya through his power of attorney holder Somnath Tapkir referred to as the Vendor therein of the One Part and Rajaram Nana More (**“Rajaram More”**) referred to as the Purchaser therein of the Other Part (**“Rajaram Sale Deed”**), Dattatraya conveyed, sold and transferred a demarcated portion of Survey No. 128/2 admeasuring 2 Ares equivalent to 200 square meters (i.e. demarcated portion of Plot No. 7 totally admeasuring 400 square meters) in favour of Rajaram More (**“Rajaram Portion”**) at or for a consideration contained therein.
- 29) On perusal of ME No. 6241 dated 30<sup>th</sup> December 2005, it appears that by Sale Deed dated 11<sup>th</sup> April 2001 registered with the Sub – Registrar of Assurances at Serial No. MLS - 2048 of 2001 executed between Dattatraya through is power of Attorney holder Somnath Tapkir referred to as the Vendor therein of the One Part and Nivrutti Balsaheb Raut (**“Nivrutti Raut”**) referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a demarcated portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100

square meters (i.e. portion of Plot No. 6 totally admeasuring 300 square meters) in favour of Nivrutti Raut at or for the consideration contained therein.

- 30) On perusal of ME No. 6243 dated 30<sup>th</sup> December 2005, it appears that by Sale Deed dated 11<sup>th</sup> April 2001 registered with the Sub – Registrar of Assurances at Serial No. MLS - 2049 of 2001 executed between Dattatraya through is power of Attorney holder Somnath Tapkir referred to as the Vendor therein of the One Part and Gyaneshwar Tukaram Bankar ("**Gyaneshwar Bankar**") referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a demarcated portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 6 totally admeasuring 300 square meters) in favour of Gyaneshwar Bankar at or for a consideration contained therein.
- 31) On perusal of ME No. 5368 dated 8<sup>th</sup> April 2002, it appears that by Sale Deed dated 22<sup>nd</sup> March 2002 registered with the Sub – Registrar of Assurances at Serial No. MLS - 1597 of 2001 executed between Dattatraya referred to as the Vendor therein of the One Part and Somnath Tapkir referred to as the Purchaser therein of the Other Part, Dattatraya conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 11 Ares equivalent to 1100 square meters at or for a consideration.
- 32) On perusal of ME No. 5248 dated 11<sup>th</sup> September 2001, it appears that by and under a Sale Deed dated 17<sup>th</sup> August 2000 registered with the Sub – Registrar of Assurances at Serial No. MLS - 3611 of 2001 executed between Nandakumar Kalmalkar referred to as the Vendor therein of the One Part and Pramod Mohan Gholkar ("**Pramod Gholkar**") referred to as the Purchaser therein of the Other Part, Nandakumar Kalmalkar conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. demarcated portion of Plot No. 6) in favour of Pramod Gholkar at or for a consideration contained therein.
- 33) On perusal of ME No. 5316 dated 19<sup>th</sup> December 2001, it appears that by and under a Sale Deed dated 23<sup>rd</sup> November 2001 registered with the Sub – Registrar of Assurances at Serial No. MLS - 6561 of 2001 executed between Tukaram Chandere referred to as the Vendor therein of the One Part and Hemant Gyandev Toraskar ("**Hemant Toraskar**") referred to as the Purchaser therein of the Other Part, Tukaram Chandere conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 3 Ares equivalent to 300 square meters (i.e. Plot No. 4) in favour of Hemant Toraskar at or for a consideration contained therein.
- 34) On perusal of ME No. 6242 dated 30<sup>th</sup> December 2005, it appears that by and under a Sale Deed dated 5<sup>th</sup> September 2003 registered with the Sub – Registrar of Assurances at Serial No. MSL - 4216 of 2003 executed between Pradeep Kalamkar referred to as the Vendor therein of the One Part and Sunita Tapkir referred to as the Purchaser therein of the Other Part, Pradeep Kalamkar conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 2 Ares equivalent to 200 square meters (i.e. portion of Plot No. 7) in favour of Sunita Tapkir at or for a consideration contained therein.
- 35) By and under a Development Agreement dated 10<sup>th</sup> November 2005 registered with the Sub – Registrar of Assurances at Serial No. Mulshi – 5768 of 2005 executed between Rajaram More referred to as the Party of the One Part therein and Dilip Rajaram More ("**Dilip More**") referred to as the Party of the Other Part therein, Rajaram More granted development rights in respect of the Rajaram Portion (i.e. portion of Plot No. 7) in favour of Dilip More at or for a valuable consideration and on the terms and conditions as stated therein.
- 36) On perusal of ME No. 6222 dated 23<sup>rd</sup> December 2005, it appears that by and under a Sale Deed dated 11<sup>th</sup> November 2005 registered with the Sub – Registrar of Assurances at Serial No. MLS - 5849 of 2005 executed between Pawankumar Bhujbal referred to as the Vendor therein of the One Part and Sunita Tapkir referred to as the Purchaser therein of the Other Part, Pradeep Kalamkar conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Ares equivalent to 100 square meters (i.e. portion of Plot No. 5) at or for a consideration.
- 37) On perusal of ME No. 6223 dated 30<sup>th</sup> December 2005, it appears that by and under a Sale Deed dated 16<sup>th</sup> November 2005 registered with the Sub – Registrar of Assurances at Serial No. MLS - 5850 of 2005 executed between Gyaneshwar Bankar referred to as the Vendor therein of the One Part and Sunita Tapkir referred to as the Purchaser therein of the Other Part, Gyaneshwar Bankar conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 6) in favour of Sunita Tapkir at or for a consideration contained therein.



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- 38) On perusal of ME No. 6224 dated 30<sup>th</sup> December 2005, it appears that by and under a Sale Deed dated 11<sup>th</sup> November 2005 registered with the Sub – Registrar of Assurances at Serial No. MLS - 5851 of 2005 executed between Suresh Kadam referred to as the Vendor therein of the One Part and Sunita Tapkir referred to as the Purchaser therein of the Other Part, Suresh Kadam conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 5) in favour of Sunita Tapkir at or for a consideration.
- 39) On perusal of ME No. 6225 dated 30<sup>th</sup> December 2005, it appears that by and under a Sale Deed dated 11<sup>th</sup> November 2005 registered with the Sub – Registrar of Assurances at Serial No. MLS - 5852 of 2005 executed between Nivrutti Raut referred to as the Vendor therein of the One Part and Sunita Tapkir referred to as the Purchaser therein of the Other Part, Nivrutti Raut conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 6) in favour Sunita Tapkir at or for a consideration.
- 40) By and under an Irrevocable Power of Attorney dated 4<sup>th</sup> October 2006 registered with the Sub – Registrar of Assurances at Serial No. MLS – 6525 of 2006 (“**2006 Vilas POA**”) Satish Shitole granted powers in favour of Vilas Baban Pawar in respect of a portion of Survey No. 128/2 (i.e. portion of Plot No. 5) to do as such acts, deeds, matters and things as detailed therein.
- 41) On Perusal of ME No. 7832 dated 23<sup>rd</sup> February 2011, it appears that by and under a Sale Deed dated 5<sup>th</sup> February 2011 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 - 711 of 2011 executed between Vaishali Bhoiate referred to as the Vendor therein of the One Part and Sharad Vitthal Deshmukh (“**Sharad Deshmukh**”) referred to as the Purchaser therein of the Other Part, Vaishali Bhoiate conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 2) in favour of Sharad Vitthal Deshmukh at or for a consideration.
- 42) On Perusal of ME No. 7833 dated 23<sup>rd</sup> February 2011, it appears that by and under a Sale Deed dated 5<sup>th</sup> February 2011 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 - 710 of 2011 executed between Vaishali Bhoiate referred to as the Vendor therein of the One Part and Mangal Kaluram Hulawale (“**Mangal Hulawale**”) referred to as the Purchaser therein of the Other Part, Vaishali Bhoiate conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1 Are equivalent to 100 square meters (i.e. portion of Plot No. 2) in favor of Mangal Hulawale at or for a consideration.
- 43) On perusal of ME No. 7906 dated 1<sup>st</sup> July 2011, it appears that by and under a Correction Deed dated 23<sup>rd</sup> May 2011 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 -3041 of 2011 executed between executed between Vaishali Bhoiate referred to as the Vendor therein of the One Part and Sharad Vitthal Kundedeshmukh (“**Sharad Konedeshmukh**”)referred to as the Purchaser therein of the Other Part, the Sale Deed dated 5<sup>th</sup> February 2011 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 - 711 of 2011 (*as detailed hereinabove*) was rectified to correct the name of the Purchaser from Sharad Deskhmukh to Sharad Konedeshmukh and there were no modifications / rectifications with respect to the terms and conditions as stated in the Sale Deed dated 5<sup>th</sup> February 2011 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 - 711 of 2011.
- 44) On perusal of ME No. 8174 dated 1<sup>st</sup> August 2012, it appears that by and under a Mortgage Deed dated 9<sup>th</sup> July 2012 registered with the Sub – Registrar of Assurances at Serial No. Mulshi-2 - 3415 – 2012 (“**2012 Sevagiri Mortgage**”) executed between (i) Kaluram Maruti Hulawale and (ii) Mangal Hulawale as the Mortgagor therein of the One Part and Shri.

Sevagiri Rural Non - Agricultural Credit Institution, Hinjewadi ("**Sevagiri Institution**") as the Mortgagee therein of the Other Part, (i) Kaluram Maruti Hulawale and (ii) Mangal Hulawale availed a loan of Rs 2,00,000/- (Rupees Two Lakhs Only) and mortgaged 1 Are equivalent to 100 square meters of Survey No. 128/2 (i.e. portion of Plot No. 2).

- 45) On perusal of ME No. 8587 dated 10<sup>th</sup> March 2014, it appears that the 2012 Sevagiri Mortgage had been repaid and accordingly the charge was deleted from the 7/12 extract. On perusal of the 7/12 Extract in respect of Survey No. 128/2, we note that the charge in respect of the 2012 Sevagiri Mortgage was deleted.
- 46) On perusal of ME No. 8520 dated 19<sup>th</sup> November 2013, it appears that by and under a Partition Deed dated 21<sup>st</sup> October 2013 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 – 8181 of 2013 ("**2013 Partition Deed**"), executed between (i) Dattatraya, (ii) Pravin Dattatraya Jambhulkar ("**Pravin Jambhulkar**"), (iii) Vishal Dattatraya Jambhulkar ("**Vishal Jambhulkar**") and (iv) Nilesh Dattatraya Jambhulkar ("**Nilesh Jambhulkar**") with respect to partition of Survey No. 128/2 admeasuring 7250 square meters from and out of the total area of 11,900 square meters. On perusal thereof, we note that Survey No. 128/2 was partitioned in the following manner:
  - i. Pravin Jambhulkar became entitled to 9 Ares equivalent to 900 square meters;
  - ii. Vishal Jambhulkar became entitled to 9 Ares equivalent to 900 square meters;
  - iii. Nilesh Jambhulkar became entitled to 9 Ares equivalent to 900 square meters; and
  - iv. Dattatraya remained entitled to 45.5 Ares equivalent to 4550 square meters.
- 47) On perusal of ME No. 8667 dated 5<sup>th</sup> November 2014, it appears that by and under a Mortgage Deed dated 9<sup>th</sup> October 2014 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 – 8144 of 2014 ("**Prerana Loan 1**") executed between (i) Archana Vishal Jambhulkar ("**Archana Jambhulkar**") and (ii) Vishal Dattatraya Jambhulkar ("**Vishal Jambhulkar**") referred to as the Mortgagor therein of the First Part and Prerana Co – operative Bank Limited ("**Prerana Bank**") referred to as the Mortgagee therein of the Second Part, Archana Jambhulkar and Vishal Jambhulkar availed a loan of Rs 25,00,000/- (Rupees Twenty Five Lakhs Only) for the purpose of HP LPG Gas Agency Business and mortgaged Survey No. 128/2 admeasuring 9 Ares equivalent to 900 square meters.
- 48) On perusal of ME No. 8711 dated 8<sup>th</sup> January 2015, it appears that by and under a Mortgage Deed dated 6<sup>th</sup> January 2015 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 – 153 of 2015 ("**Prerana Loan 2**") executed between M/s. P D Jambhulkar through Proprietor Pravin Jambhulkar referred to as the Mortgagor therein of the First Part and Prerana Bank referred to as the Mortgagee therein of the Second Part, M/s. P D Jambhulkar availed of Rs 25,00,000/- (Rupees Twenty Five Lakhs Only) for the purpose of business and mortgaged Survey No. 128/2 admeasuring 9 Ares equivalent to 900 square meters.
- 49) On perusal of ME No. 8734 dated 26<sup>th</sup> February 2015, it appears that Dattatraya died on 28<sup>th</sup> September 2015 at Hinjewadi, leaving behind (i) Mangal Dattatraya Jambhulkar ("**Mangal Jambhulkar**"), (ii) Pravin Jambhulkar, (iii) Vishal Jambhulkar and (iv) Nilesh Jambhulkar (collectively, "**Legal Heirs of Dattatraya**") as his only legal heirs and representatives.
- 50) On perusal of ME No. 8866 dated 20<sup>th</sup> March 2016, it appears that Prakash Ranwade died on 20<sup>th</sup> March 2014 leaving behind (i) Ganesh Prakash Ranwade and (ii) Saylee Ganesh Jayakwade ("**Legal heirs of Prakash Ranwade**") as his only legal heirs and representatives. Further, pursuant to this ME, the names so Legal heirs of Prakash Ranwade were brought on record.
- 51) On perusal of ME No. 9101 dated 6<sup>th</sup> January 2017, it appears that by and under a government circular the handwritten mutation entries were computerised using edit module and thereafter, as per the Order for Computerisation of Entries amendment was made with respect to *inter alia* Survey No. 128/2. It appears that names of (i) Dattatraya, (ii) Mangal Jambhulkar, (iii) Dattatraya and (iv) Vaishali Bhoiate were deleted as holders in respect of Survey No. 128/2. Further, Prerana Loan 1 and Prerana Loan 2 were deleted from the Other rights column pursuant to this ME. Further, ME Nos. (i) 4469, (ii) 4751, (iii) 5249, (iv) 5248, (v) 6244, (vi) 7833 and (vii) 8520 were deleted and ME Nos. 7832 and 8174 were passed in respect of Survey No. 128/2.
- 52) On perusal of ME No. 9420 dated 22<sup>nd</sup> September 2017, it appears that, pursuant to directions under Order for Computerisation of Entries, the revenue records were digitalized and rectified and accordingly, the ME Nos. (i) 2372, (ii) 3372, (iii) 3738, (iv) 3739, (v) 4007

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and (vi) 4429 reflected in the other rights column of the 7/12 Extract of Survey No. 128/2 were deleted in the records of Survey No. 128/2 and the same Mutation Entries were added in the other rights column of Survey No. 128/2.

- 53) On perusal of ME No. 9516 dated 10<sup>th</sup> January 2018, it appears that by and under a Sale Deed dated 24<sup>th</sup> April 2015 registered with the Sub – Registrar of Assurances at Serial No. MLS-2 - 9563 of 2015 executed between Hemant Toraskar referred to as the Vendor therein of the One Part and Punam Ramdas Vidhate (“**Punam Vidhate**”) referred to as the Purchaser therein of the Other Part, Hemant Toraskar conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 3 Are equivalent to 300 square meters (i.e. Plot No. 4) in favour of Punam Vidhate at or for a valuable consideration.
- 54) On Perusal of ME No. 9731 dated 6<sup>th</sup> October 2018, it appears that by and under a Sale Deed dated 9<sup>th</sup> July 2018 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 -12216 of 2018 (“**Jambhulkars to NSPL 2018 Sale Deed**”) executed between (i)Pravin Dattatraya Jambhulkar (for himself and as Karta of his HUF) , (ii) Smita Pravin Jambhulkar, (iii) Ishita Pravin Jambhulkar (through her guardian Pravin Dattatraya Jambhulkar), (iv) Priyal Pravin Jambhulkar, (v) Vishal Dattatraya Jambhulkar (for himself and as Karta of his HUF), (vi) Archana Vishal Jambhulkar, (vii) Vishwajeet Vishal Jambhulkar (through her guardian Vishal Dattatraya Jambhulkar), (viii) Aarvi Vishal Jambhulkar (through her guardian Vishal Dattatraya Jambhulkar), (ix) Nilesh Dattatraya Jambhulkar Karta of his HUF), (x) Aishwarya Nilesh Jambhulkar, (xi) Adiraj Nilesh Jambhulkar (through her guardian Nilesh Dattatraya Jambhulkar), (xii) Mangal Dattatraya Jambhulkar, (xiii) Shantaram Maruti Jambhulkar, (xiv) Urmila Shantaram Jambhulkar, (xv) Pankaj Shantaram Jambhulkar, (xvi) Shreya Pankaj Jambhulkar, (xvii) Monica Pradeep Chondhe alias Monica Shantaram Jambhulkar, (xviii) Shivaji Maruti Jambhulkar, (xix) Subhadra Shivaji Jambhulkar, (xx) Samrat Shivaji Jambhulkar and (xxi) Sonali Shivaji Jambhulkar (“**Legal Heirs of Dattatraya and Others**”) (iv) referred to as the Vendors therein of the One Part and Nalanda Shelters Private Limited (“**NSPL**”) referred to as the Purchaser therein of the Other Part, Legal Heirs of Dattatraya and Others conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring (i) 4550 square meters (collectively held by the Legal Heirs of Dattatraya), (ii) 900 square meters (held by Pravin Dattatraya Jambhulkar), (iii) 900 square meters (held by Vishal Dattatraya Jambhulkar) (“**Vishal Area**”) and (iv) 900 square meters (held by Nilesh Dattatraya Jambhulkar), in favour of NSPL at or for a consideration of contained therein.
- 55) By and under a Lease Deed dated 9<sup>th</sup> July 2018 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 -12218 of 2018 (“**2019 Lease**”) executed between NSPL referred to as the Lessor of the One Part and (i) Vishal Jambhulkar and (ii) Archana Vishal Jambhulkar referred to as the Lessees of the Other Part pursuant to the execution of the Jambhulkars to NSPL 2018 Sale Deed, NSPL granted a lease of the Vishal Area together with 2 structures admeasuring 614 square feet and 1034 square feet standing thereon in favour of Vishal Jambhulkar for a term of 15 years.
- 56) On Perusal of ME No. 9699 dated 24<sup>th</sup> August 2018, it appears that by and under a Sale Deed dated 23<sup>rd</sup> July 2018 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 -13709 of 2018 (“**Tapkirs to NSPL 2018 Sale Deed 1**”) executed between (i) Sunita Tapkir and (ii) Somnath Tapkir referred to as the Vendor therein of the One Part and NSPL referred to as the Purchaser therein of the Other Part, (i) Somnath Tapkir and (ii) Sunita Tapkir conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1050 square meters in favour of NSPL at or for a consideration contained therein.
- 57) By and under a Supplemental Mortgage Deed dated 27<sup>th</sup> July 2018 registered with the Office of Sub-Registrar at Serial No. HVL -22 – 11507 2018 (“**2018 Aditya Birla Mortgage**”)

executed between NSPL referred to as the Borrower / Mortgagor 1 therein of the First Part, Lavim Developers Private Limited referred to as the Security Provider / Mortgagor 2 therein of the Second Part, Mr. Shrikant Purushottam Paranjape referred to as the Mortgagor 3 therein of the Third Part, Mr. Shashank Purushottam Paranjape referred to as the Security Provider / Mortgagor 4 therein of the Fourth Part and Aditya Birla Finance Limited (“**ABFL**”) referred to as the party of the Fifth Part and Aditya Birla Housing Finance Limited (“**ABHFL**”) referred to as the Party of the Sixth Part, and ABFL and ABHFL are collectively referred to as the Lenders therein, and the NSPL created mortgage on *inter alia* Survey No. 128/2 for an area admeasuring 72.5 Ares equivalent to 7250 square meters to secure the repayment of the facility extended by the lenders.

- 58) On Perusal of ME No. 9700 dated 24<sup>th</sup> August 2018, it appears that by and under a Sale Deed dated 31<sup>st</sup> July 2018 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 -13713 of 2018 (“**Tapkirs to NSPL 2018 Sale Deed 2**”) executed between (i) Somnath Tapkir and (ii) Sunita Tapkir referred to as the Vendor therein of the One Part and NSPL referred to as the Purchaser therein of the Other Part, i) Somnath Tapkir and (ii) Sunita Tapkir conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 1100 square meters at or for a consideration contained therein.
- 59) Thus, pursuant to the Tapkirs to NSPL 2018 Sale Deed 2, NSPL purchased a total area of 94 Ares equivalent to 9400 square meters from and out of Survey No. 128/2 (“**NSPL Area**”).
- 60) On perusal of ME No. 9860 dated 16<sup>th</sup> March 2019, it appears that by and under a Reconveyance Deed dated 6<sup>th</sup> August 2018 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 -15016 of 2018 executed between Prerana Bank referred to as the Releasor therein of the One Part and (i) Archana Jambhulkar and (ii) Vishal Jambhulkar referred to as the Releasee therein of the Other Part, Prerana Bank released all its rights, title and interest in respect of the charge created under Prerana Loan 1 (*defined hereinabove*) and reconveyed Survey No. 128/2 admeasuring 9 Ares equivalent to 900 square meters to (i) Archana Jambhulkar and (ii) Vishal Jambhulkar.
- 61) On perusal of ME No. 9861 dated 16<sup>th</sup> March 2019, it appears that by and under a Reconveyance Deed dated 6<sup>th</sup> August 2018 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 -15017 of 2018 executed between Prerana Bank referred to as the Releasor therein of the One Part and M/s. P D Jambhulkar through Proprietor Pravin Jambhulkar referred to as the Releasee therein of the Other Part, Prerana Bank released all its rights, title and interest in respect of the charge created under Prerana Loan 2 (*define hereinabove*) and reconveyed Survey No. 128/2 admeasuring 9 Ares equivalent to 900 square meters to Pravin Jambhulkar.
- 62) On Perusal of ME No. 9910 dated 1<sup>st</sup> July 2019, it appears that by and under a Sale Deed dated 15<sup>th</sup> October 2018 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 -18871 of 2018 executed between Satish Shitole through his power of attorney holder Vilas Baban Pawar referred to as the Vendor therein of the One Part and Vishnu Gayakwad of the Other Part, Satish Shitole conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 100 square meters (i.e. portion of Plot No. 5) at or for a consideration of Rs 4,00,000/- (Rupees Four Lakhs Only) in favor of Vishnu Gayakwad. Further, it is recorded therein that the entire amount of consideration was received by Satish Shitole.
- 63) By and under a Deed of Surrender of Lease dated 10<sup>th</sup> May 2019 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 – 12223 of 2019 executed between NSPL referred to as the Lessor of the One Part and (i) Vishal Jambhulkar and (ii) Archana Vishal Jambhulkar referred to as the Lessees of the Other Part, (i) Vishal Jambhulkar and (ii) Archana Vishal Jambhulkar surrendered the lease for the Vishal Area created under the 2019 Lease and relinquished all their leasehold estate and interest in and surrendered and delivered the possession to NSPL.
- 64) By and under a Deed of Confirmation dated 28<sup>th</sup> March 2019 registered with the Sub – Registrar of Assurances at Serial No. MLS – 2 – 7611 of 2019 (“**2019 Confirmation**”) executed between NSPL of the One Part therein and Legal Heirs of Dattatraya, (1i) Smita Pravin Jambhulkar, (1ii) Ishita Pravin Jambhulkar, (1iii) Priyal Pravin Jambhulkar (*through legal guardian Pravin Jambhulkar*), (2i) (2i) Archana Vishal Jambhulkar, (2ii) Vishwajeet Vishal Jambhulkar (*through legal guardian Vishal Jambhulkar*), (2iii) Aarvi Vishal Jambhulkar (*through legal guardian Vishal Jambhulkar*), (3i) (3i) Aishwariya Nilesh Jambhulkar, (3ii) Adiraj Nilesh Jambhulkar (*through legal guardian Nilesh Jambhulkar*), (4i) Shantaram Maruti Jambhulkar, (5ii) Urmila Shantaram Jambhulkar, (5iii) Pankaj Shantaram Jambhulkar, (5iv) Shreya Pankaj Jambhulkar, (5v) Monica Pradeep Chondhe *alias* Monica Shantaram Jambhulkar, (6i) Shivaji Maruti Jambhulkar, (6ii) Subhadra

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Shivaji Jambhulkar and (6iii) Sonali Shivaji Jambhulkar referred to as the Confirming Party therein of the Other Part, the Legal Heirs of the Dattatraya and the remaining individuals referred to as confirming party therein confirmed the sale of the part of Survey No. 128/2 under certain sale deeds recorded therein.

- 65) By and under a Deed of Reconveyance dated 30<sup>th</sup> July 2019 registered with the Sub – Registrar of Assurances at Serial No. HVL – 4 – 6313 of 2019 executed between NSPL referred to as the Borrower / Mortgagor 1 therein of the First Part, Lavim Developers Private Limited referred to as the Security Provider / Mortgagor 2 therein of the Second Part, Mr. Shrikant Purushottam Paranjape referred to as the Mortgagor 3 therein of the Third Part, Mr. Shashank Purushottam Paranjape referred to as the Security Provider / Mortgagor 4 therein of the Fourth Part and ABFL referred to as the party of the Fifth Part and ABHFL referred to as the Party of the Sixth Part, pursuant to the repayment of the entire loan amount by the borrowers therein, ABFL and ABHFL reconveyed, transferred, assigned, released and surrendered all their rights, title and interests in respect of *inter alia* area admeasuring 7250 square meters from Survey No. 128/2 as mortgaged under the 2018 Aditya Birla Mortgage.
- 66) On perusal of ME No. 9957 dated 12<sup>th</sup> November 2019, it appears that by and under an Indenture of Mortgage without possession dated 1<sup>st</sup> August 2019 registered with the Sub – Registrar of Assurances at Serial No. MLS – 2 – 15368 of 2019 (“**2019 ITSL Mortgage**”) executed between NSPL through authorized signatory Vikram Godse referred to as the Mortgagor therein of the One Part and IDBI Trusteeship Services Limited (“**ITSL**”) through authorised signatory Mansi Manoj Patki referred to as the Mortgagee / Trustee therein of the Second Part and created a first ranking pari passu charge by way of mortgage without handing over possession on NSPL Area and availed a loan facility Rs. 6,22,00,00,000/- (Rupees Six Hundred and Twenty Two Crores Only). It appears that the 2019 ITSL Mortgage was released by and under a Deed of Reconveyance dated 18<sup>th</sup> March 2024 registered with the Sub – Registrar of Assurances at Serial No. MLS – 6724 of 2024.
- 67) By and under a notification dated 9<sup>th</sup> December 2019 issued by Government of India, Ministry of Commerce and Industry, Department of Commerce to NSPL (“**SEZ Notification**”), the area of *inter alia* Survey No. 128/2 admeasuring 9400 square meters held by NSPL was notified as Special Economic Zone (“**SEZ**”).
- 68) By and under a Confirmation Deed dated 19<sup>th</sup> August 2020 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 – 10119 of 2020 executed between Samrat Shivaji Jambhulkar referred to as the Party of the One Part therein and NSPL through authorised representative Sanjay Pandurang Joshi referred to as the Party of the Other Part therein, Samrat Shivaji Jambhulkar confirmed the sale of the parts of Survey No. 128/2 in respect of the same sale deeds as set out in the 2019 Confirmation recorded in paragraph no. **Error! Reference source not found.** recorded hereinabove.
- 69) On perusal of the ME No. 10467, it appears that by and under a Sale Deed dated 31<sup>st</sup> December 2020 registered with the Sub – Registrar of Assurances at Serial No. MLS -2 - 7158 of 2021 executed between Pramod Gholkar referred to as the Vendor therein of the One Part and (i) Gaurinath Bhagwan Sakhare (“**Gaurinath Sakhare**”), (ii) Sandip Gyaneshwar Hulawale (“**Sandip Hulawale**”) and (iii) Shridhar Rajaram Jambhulkar (“**Shridhar Jambhulkar**”), Pramod Gholkar conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 100 square meters (i.e. demarcated portion of Plot No. 6) in favour of (i) Gaurinath Sakhare (ii) Sandip Hulwale and (iii) Shridhar Jambhulkar at or for a consideration contained therein (“**Gaurinath & Others Sale Deed**”) (“**Gaurinath & Others Portion**”).

- 70) On perusal of ME No. 10489 dated 30<sup>th</sup> April 2021, it appears that by and under a Sale Deed dated 30<sup>th</sup> April 2021 registered with the Sub – Registrar of Assurances at Serial No. 7320 of 2021 executed between Sharad Kondedeshmukh referred to as the Vendor therein of the One Part and (i) Kapil Sharad Kondedeshmukh (“**Kapil**”), (ii) Nanda Sharad Kondedeshmukh (“**Nanda**”), (iii) Sheetal Sandip Hulawale (“**Sheetal**”) and (iv) Seema Dutta Bhilare (“**Seema**”) of the Other Part, Sharad Kondedeshmukh conveyed, sold and transferred a portion of Survey No. 128/2 admeasuring 100 square meters to (i) Kapil, (ii) Nanda, (iii) Sheetal and (iv) Seema at or for a consideration contained therein.
- 71) Prior to 7<sup>th</sup> September 2021, the land bearing Survey No. 128/2/A admeasuring 50,600 square meters situate, lying and being at Village Hinjewadi, Taluka Mulshi, District Pune within the limits of Taluka Panchayat Samiti, Mulshi and Grampanchayat at Village Hinjewadi (“**Larger Property**”) was originally recorded in the name of various individuals and bore the following Survey Nos- 128/2 (Part), 129/1 (Part), 130/1 (Part), 130/2/1 (Part), 130/2/2 and 131/1 (Part) (collectively, “**Old Survey Nos.**”).

Sr. No.	Old Survey Nos.	Area
1.	128/2 (Part)	9400
2.	129/1 (Part)	7030
3.	130/1 (Part)	5770
4.	130/2/1 (Part)	4000
5.	130/2/2	8700
6.	131/1 (Part)	15,700
<b>TOTAL</b>		50,600

- 72) Through various means and assignments, the Larger Property was sold to Nalanda Shelters Private Limited (“**NSPL**”). The details of the flow of title to NSPL in respect of the Larger Property then identified by Old Survey Nos. are more particularly set out in “**Annexure Nos. 1 to 6**” attached hereto.
- 73) Pursuant to the acquisition of the Larger Property then identified by Old Survey Nos. by NSPL by and under Notification dated 14<sup>th</sup> March 2018 issued by Government of India, Ministry of Commerce and Industry, Department of Commerce (“**SEZ Notification 1**”) (*more particularly detailed in Annexures 2, 3, 4, 5 and 6*) and Notification dated 9<sup>th</sup> December 2019 issued by Government of India, Ministry of Commerce and Industry, Department of Commerce to NSPL (“**SEZ Notification 2**”) (*more particularly detailed in Annexures 1, 2, 3 and 6*) following areas of Larger Property then identified by the Old Survey Nos. that were notified as SEZ. However, subsequently by a Gazette Notification dated 15<sup>th</sup> November 2022 bearing reference number F.1/14/2017-SEZ (“**2022 SEZ Notification**”) an area admeasuring 655 square meters was de-notified as a SEZ (*more particularly detailed in Annexure 3*).

Old Survey Nos.	Area notified as SEZ under SEZ Notification 1 ( <i>more particularly detailed in Annexures 2 to 6</i> )	Area notified as SEZ under SEZ Notification 2 ( <i>more particularly detailed in Annexures 1, 2, 3 and 6</i> )	Area de-notified under as SEZ under 2022 SEZ De-notification ( <i>more particularly detailed in Annexure 3</i> )	Total Area Notified
128/2	-----	9400	-----	9400
129/1	2600	4430	-----	7030
130/1	5150	1275	655	5770
130/2/1	4000	-----	-----	4000
130/2/2	8700	-----	-----	8700
131/1	14,209	1491	-----	15700
<b>TOTAL</b>				50,600

- 74) Pursuant to the SEZ Notification 1, SEZ Notification 2 and the 2022 SEZ Notification the Larger Property was notified as a Special Economic Zone.
- 75) By and under an Order dated 28<sup>th</sup> July 2021 bearing reference no. NA/SR/44A/22/2020 passed by the Sub – Divisional Officer, Pune (“**2021 NA Order**”) (*more particularly detailed in Annexures 1 to 6 annexed hereto*), the user of the Larger Property then identified by Old Survey Nos. was converted from agricultural use to non – agricultural use / industrial use. Further, the 2021 NA Order records that the Assistant Director of Industries (SEZ), Regional Officer No. 2, Maharashtra Industrial Development Corporation (“**MIDC**”) vide its order

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dated 17<sup>th</sup> February 2020 bearing reference no. MIDC/SPA-RO-Pune(2)/500/2020 permitted development of the Larger Property then identified by Old Survey Nos.

- 76) ME No. 10605 dated 1<sup>st</sup> November 2021, it appears that by and under an Order dated 7<sup>th</sup> September 2021 bearing reference no. HNO/SR/155/362/2021/2021 passed by the Tehsildar ("**2021 Amalgamation Order**") (as detailed in Annexures 1 to 6 annexed hereto), the 7/12 extracts of the Larger Property then identified by Old Survey Nos. were closed and the areas therein admeasuring 50,600 square meters in the aggregate i.e. the Larger Property all owned by NSPL were sub-divided from their respective Survey Nos. and amalgamated to form a new Survey No. i.e. Survey No. 128/2/A. From the areas which were sub-divided from the respective Larger Property then identified by Old Survey Nos. separate new 7/12 Extracts were opened for the balance areas in the manner as stated in the table below:

Sr. No.	Old 7/12 Extracts closed	New 7/12 Extracts opened	Area (in square meters)
1.	128/2	128/2/1	2500
2.	129/1	129/1/1	170
3.	130/1	130/1/A	2830
4.	130/2/1	130/2/1/A	4700
5.	130/2/2	-----	-----
6.	131/1	131/1/1	3800

- 77) By an Application dated 8<sup>th</sup> December 2022 bearing reference number SEZ/Nalanda/Developer/Decrease in Area/22-23 made by NSPL to the Joint Development Commissioner, SEZ Pune, NSPL proposed to decrease the total area under SEZ by de - notifying 11,100 square meters i.e. said Property out of 50,600 square meters being the Larger Property.
- 78) On perusal of ME No. 10605 dated 1<sup>st</sup> November 2021, it appears that by and under the Order dated 7<sup>th</sup> September 2021 bearing reference no. HNO/SR/155/362/2021/2021 ("**2021 Amalgamation Order**") passed by the Tehsildar, the Tehsildar recorded that:
- The land held by NSPL to the extent of 9400 square meters from and out Survey No. 128/2 and from other Survey Nos. admeasuring 50,600 square meters in the aggregate were amalgamated.
  - The 7/12 Extracts in respect of the Survey No. 128/2 and other Survey Nos. were closed and amalgamated to form a new 7/12 Extract for Survey No. 128/2/A admeasuring 50,600 square meters.
  - Further a new 7/12 Extract for the balance area of inter alia Survey No. 128/2 admeasuring 2500 square meters was opened as Survey No. 128/2/1.
- 79) Thus, it appears that in pursuance of the Rajaram Sale Deed, Rajaram became entitled to the Rajaram Portion i.e. 200 square meters forming part of the said Property as the owner. Rajaram granted development rights in respect of the Rajaram Portion under the Development Agreement. Gaurinath Sakhare, Sandip Hulawale and Shridhar Jambhulkar became owners of the Gaurinath & Others Portion i.e. 100 square meters forming part of the said Property.

**B. Title Flow in respect of Old Survey No. 128/2/1**

- 80) By and under a letter dated 2<sup>nd</sup> May 2022 bearing reference no. PMRDA/Zone Pramanpatra No. ZC-0005-MU-22-R-0724 issued by Pune Metropolitan and Regional Development Authority, Pune issued to Yash Paranjape in respect of Survey No. 128 stating that there is a Proposed Road admeasuring 24 meters and Survey No. 128 falls under the Residential Zone and bounded by Special Economic Zone ("**SEZ**").
- 81) By and under an Agreement to Sell dated 17<sup>th</sup> June 2022 registered with the Sub – Registrar of Assurances at Serial No. MLS -2- 11525 of 2022 executed between Rajaram More referred to as the Vendor therein of the First Part and Chandrakant Baburao Khonde ("**Chandrakant Khonde**") referred to as the Purchaser therein of the Second Part and Dilip Rajaram More referred to as the Confirming Party therein of the Third Part ("**Chandrakant ATS**"), Rajaram More agreed to sell the Rajaram Portion and Dilip More granted his consent for the sale of the Rajaram Portion in favour of Chandrakant Khonde at or for a consideration and on the terms and conditions as stated therein.
- 82) By and under a Power of Attorney dated 17<sup>th</sup> June 2022 registered with the Sub – Registrar of Assurances at Serial No. MLS-2 – 11527 of 2022, Rajaram More and Dilip Rajaram More appointed Chandrakant Khonde to do all the acts, deeds, matters and things as more particularly detailed therein in respect of the Rajaram Portion including but not limited to executing a sale deed, agreement to sell, power of attorney, development agreement, release deed etc, admit execution thereof.
- 83) On perusal of ME No. 10895 dated 8<sup>th</sup> September 2022, it appears that by and under a Sale Deed dated 28<sup>th</sup> July 2022 registered with the Sub – Registrar of Assurances at Serial No. MLS – 11107 of 2022 ("**2022 Rajaram More Sale Deed**") executed between Rajaram More through his Constituted Attorney Mr. Chandrakant Khonde referred to as the Vendor therein of the One Part, (i) Paranjape Schemes (Construction) Limited ("**PSCL**") and (ii) PSC Properties Private Limited ("**PPPL**") collectively referred to as the Purchaser therein of the Second Part and (i) Dilip Rajaram More (*through his Constituted Attorney Chandrakant Khonde*) and (ii) Chandrakant Khonde collectively referred to as the Confirming Parties therein of the Third Part, Rajaram More conveyed, sold and transferred the Rajaram Portion in favour of PSCL and PPPL at or for a consideration.
- 84) On perusal of ME No. 10896 dated 8<sup>th</sup> September 2022, it appears that by and under a Sale Deed dated 28<sup>th</sup> July 2022 registered with the Sub – Registrar of Assurances at Serial No. MLS – 11108 of 2022 ("**2022 Shridhar, Sandip and Gaurinath Sale Deed**") executed between (1) Shridhar Jambhulkar, (2) Sandip Hulawale and (3) Gaurainath Sakhre referred to as the Vendor therein of the One Part, (i) PSCL and (ii) PPPL collectively referred to as the Purchaser therein of the Second Part, (1) Shridhar Jambhulkar, (2) Sandip Hulawale and (3) Gaurainath Sakhre granted, conveyed, sold and transferred Gaurinath & Others Portion in favour of PSCL and PPPL and at or for a valuable consideration.
- 85) By and under the Agreement to Sell dated 23<sup>rd</sup> February 2024 registered with the Sub-Registrar of Assurances at Serial No. MLS – 4718 of 2024 ("**2024 ATS**") executed between NSPL referred to as the Vendor therein of the First Part, (i) Brickmix Developers Private Limited ("**BDPL**") referred to as the Party of the Second Part, (ii) Paranjape Realty Spaces Private Limited ("**PRSPL**") referred to as the Party of the Third Part and (iii) Paranjape Schemes (Construction) Limited ("**PSCL**") collectively referred to as the Purchasers therein of the Fourth Part, NSPL agreed to sell to BDPL, PRSPL and PSCPL land admeasuring 11,100 square meters in terms of government demarcation bearing Survey No. 128/2/A carved out of all the piece and parcel of land admeasuring 50,600 square meters bearing Old Survey Nos. ("**said Property**") at or for a consideration and on the terms and conditions as stated therein.
- 86) By and under a Power of Attorney dated 23<sup>rd</sup> February 2024 registered with the Sub - Registrar of Assurances at Serial No. MLS – 4721 of 2024 ("**2024 POA**"), NSPL nominated, constituted and appointed BDPL to do and execute all acts, deeds, matters and things, or cause to be done, executed and perform the acts, deeds, matters and things detailed therein.
- 87) By and under a Gazette Notification dated 9<sup>th</sup> August 2024 issued by the Government of Maharashtra, Ministry of Commerce and Industry, Department of Commerce, SEZ Division, area admeasuring 11,100 square meters of Survey No. 128/2/A being the said Property was de – notified from the Special Economic Zone Act, 2005.
- 88) By and under a Deed of Conveyance dated 28<sup>th</sup> August 2024 registered with the Sub – Registrar of Assurance at Serial No. MLS – 20610 of 2024 ("**2024 Conveyance from NSPL**")



executed between NSPL through its duly authorized signatory BDPL referred to as the Vendor therein of the One Part, (i) BDPL, (ii) PRSPL and (iii) PSCL collectively referred to as the Purchasers therein of the Other Part, NSPL sold, assigned, transferred and otherwise the said Property in favour of (i) BDPL, (ii) PRSPL and (iii) PSCL at or for a consideration as stated therein and handed over possession of the said Property to (i) BDPL, (ii) PRSPL and (iii) PSCL collectively. We further note that the said Property was purchased in the share of PRSPL: 93.50%, BDPL: 0.50% and PSCL: 6.00% amongst themselves.

- 89) By and under an Agreement to Sell dated 14<sup>th</sup> October 2024 registered with the Sub - Registrar of Assurances at Serial No. MLS - 2 - 26855 of 2024 (" **2024 MDL ATS**") executed between *inter alia* (i) PSCL referred to as the Vendor No. 1 therein of the First Part, (ii) BDPL referred to as the Vendor No. 2 therein of the Second Part, (iii) PRSPL referred to as the Vendor No. 3 therein of the Third Part (all vendors represented through their authorized representative Yash Shashank Paranjape) and Macrotech Developers Limited ("**MDL**") of the Fifth Part represented by authorized representative Ajit Kawde, PSCL, BDPL, PRSPL agreed to sell, transfer, convey, register and assign the ownership of *inter alia* said Property together with all the rights, title, interests, entitlements and benefits in respect of the fixed development potential as detailed therein at or for a consideration subject to the terms and conditions contained therein.
- 90) By and under a Power of Attorney dated 14<sup>th</sup> October 2024 registered with the Sub - Registrar of Assurances at Serial No. MLS - 26856 of 2024 ("**2024 MDL POA**"), *inter alia* PSCL and PPPL nominated, constituted and appointed MDL to do and execute all acts, deeds, matters and things, or cause to be done, executed and perform the acts, deeds, matters and things detailed therein which *inter alia* includes to execute and appear before the Sub - Registrar of Assurances and to present and lodge before the Sub - Registrar of Assurances the deed of conveyance and other documents and papers executed pursuant to the deed of conveyance and to admit execution thereof before the Sub - Registrar of Assurances and to complete all registration formalities and to receive the original of such documents and other related documents'.

**(X) Survey No. 129/1/1 admeasuring 170 square meters or thereabouts ("Eleventh Property")**

- 1) On perusal of Mutation Entry ("**ME**") No. 658 dated 15<sup>th</sup> September, 1934, it appears that, one Chintamani Vinayak Gokhale ("**Chintamani**") was seized and possessed of Old Survey No. 129/1 ("**Old Survey No. 129/1**").
- 2) On perusal of ME No. 871 dated 1<sup>st</sup> July 1942, it appears that Chintamani expired one year prior to the date of this ME leaving behind him (i) Yashwant Chintamani Gokhale ("**Yashwant**"), (ii) Balu Chintamani Gokhale ("**Balu**") and (iii) Madhukar Chintamani Gokhale ("**Madhukar**") as his only legal heirs and amongst them Yashwant was the manager of Hindu Undivided Family and accordingly, the name of Yashwant was recorded as the holder in respect of Old Survey No. 129/1.
- 3) On perusal of ME No. 1366 dated 1<sup>st</sup> March, 1953 it appears that, by and under a Sale Deed dated 1<sup>st</sup> October, 1952 registered with the Office of Sub-Registrar of Assurances under serial No. MVL-929 of 1952 and executed between (i) Yashwant and (ii) Shripad Chintamani Gokhale ("**Shripad**") (therein referred to as Vendors) of the One Part and (i) Shivram Janu Jambhulkar ("**Shivram**") and (ii) Damu Janu Jambhulkar ("**Damu**") (there in referred to as Purchasers ) of the Other Part, Yashwant and Shripad sold, conveyed and transferred Old Survey No. 129/1 unto Shivram and Damu, at and for a consideration and on terms and conditions as mentioned therein.

- 4) On perusal of ME No. 1498 dated 2<sup>nd</sup> August, 1957 it appears that, Shivram and Damu availed a loan of Rs.715/- from Hinjewadi Cooperative Society on 20<sup>th</sup> May, 1957, by creating security over Old Survey No. 129/1 and accordingly, an encumbrance in name of Hinjewadi Cooperative Society was recorded in the other rights column of Old Survey No.129/1.
- 5) On perusal of ME No. 1944 dated 7<sup>th</sup> November, 1970 it appears that, Shivram and Others had partitioned amongst themselves 15-16 years prior to the date of this ME, various properties which were held by them as the members of the Hindu Undivided Family and as a consequence thereof, the properties mentioned therein stood partitioned amongst (i) Balkrishna Jana Jambhulkar ("**Balkrishna**"), (ii) Hanumant Jana Jambhulkar ("**Hanumant**"), (iii) Namdev Jana Jambhulkar ("**Namdev**"), (iv) Shivram, (v) Damu and (vi) Laxmibai Bhagu Yadav ("**Laxmibai Yadav**") and pursuant to the same, the said Old Survey No. 129/1 admeasuring 1 acre 31 gunthas (equivalent to 7,183.13 square metres) came to the share of Shivram and Damu and accordingly, the names of Shivram and Damu were recorded in the holder's column of the 7/12 Extract pertaining to Old Survey No. 129/1.
- 6) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it appears that it appears that in pursuance of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in all villages of Maharashtra and accordingly, effects were given to the Revenue Records and the area between acres and gunthas in Village Hinjewadi has been reduced to Hectares and Ares.
- 7) On perusal of ME No. 2384 dated 17<sup>th</sup> February, 1982 it appears that, Damu availed loan of Rs.26,000/- from Javarulu State Co-operative and Basement Bank by creating a security over Old Survey No. 129/1 and accordingly, an encumbrance in name of Javarulu State Co-operative and Basement Bank was recorded in the other rights column of Old Survey No. 129/1.
- 8) On perusal of ME No. 2680 dated 23<sup>rd</sup> November, 1988 it appears that, Damu availed a loan of Rs.16000/- by creating security over Old Survey No. 129/1 and accordingly, an encumbrance was recorded in the other rights column of Old Survey No. 129/1. We have been furnished with an illegible copy of this ME and hence we are unable to ascertain the contents thereof in entirety.
- 9) On perusal of ME No. 2784 dated 28<sup>th</sup> November, 1989 it appears that, Kaluram availed loan of Rs.3000/- from Hinjewadi Cooperative Society vide an Agreement dated November, 1989 by creating security over Old Survey No. 129/1 and accordingly, an encumbrance in name of Hinjewadi Cooperative Society was recorded in the other rights column of Old Survey No. 129/1.
- 10) On perusal of ME No. 4492 dated 29<sup>th</sup> November, 1999 it appears that, on 24<sup>th</sup> November, 1999 Sudam and Kaluram availed loan of Rs. 1,87,500/- from Canara Bank, Hinjewadi Branch over their respective areas in Old Survey No. 129/1 and accordingly, an encumbrance in name of Canara Bank was recorded in the other rights column of Old Survey No. 129/1 (part).
- 11) It appears that pursuant to the aforesaid ME No. 1946, the area of Old Survey No. 129/1 came to be recorded on the 7/12 Extract as 7,200 square metres instead of 7,183.13 square metres.
- 12) In light of the aforesaid, I presume that Damu became entitled to 3,600 square metres from and out of Old Survey No. 129/1 admeasuring 7,200 square metres ("**Damu Plot**"); and Shivram became entitled to 3,600 square metres from and out of Old Survey No. 129/1 admeasuring 7,200 square metres ("**Shivram Plot**").

**Title Flow of Damu Plot:**

- 13) On Perusal of ME No. 4282 dated 8<sup>th</sup> March 1999, it appears that bny and under a Sale Deed dated 12<sup>th</sup> July, 1990 registered with the Office of Sub-Registrar of Assurances under Serial No. MVL-3090 of 1990 and executed between Damu (therein referred to as the Vendor) of One Part and (i) Rajendra Vithal Pandhare ("**Rajendra**") and (ii) Vijay Govind Nikam ("**Vijay**") (therein referred to as Purchasers) of the Other Part, Damu sold, conveyed and transferred Survey No. 154/1B admeasuring 5,500 square metres of Village Hinjewadi unto Rajendra and Vijay at and for a consideration and on terms and conditions as mentioned therein. This Sale Deed does not make a reference of land admeasuring 2,750 square metres forming part of Damu Plot ("**Damu Plot 1**"),

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- 14) On perusal of ME No. 3471 dated 1<sup>st</sup> February 1996, it appears that Damu expired on 24<sup>th</sup> March, 1993 leaving behind him (i) Ananda Damu Jambhulkar ("**Ananda**") (son), (ii) Pandurang Damu Jambhulkar ("**Pandurang**") (son), (iii) Maruti Damu Jambhulkar ("**Maruti**") (son), (iv) Tarabai Khadu Mankar ("**Tarabai**") (daughter), (v) Changuna Arun Yadav ("**Changuna**") (daughter) accordingly their names were mutated in the holder's column of 7/12 Extract in respect of 129/1/A.
- 15) On Perusal of ME No. 4282 dated 8<sup>th</sup> March, 1999, it appears that by and under a Correction Deed dated 14<sup>th</sup> December, 1998 registered with the Office of Sub-Registrar of Assurances under serial No. MLS- 4777 of 1998 and executed between Rajendra and Vijay (therein referred to as Purchasers) of the One Part and (i) Tarabai, (ii) Changunabai, (iii) Ananda, (iv) Pandurang and (v) Maruti (therein referred to as Vendors) of the Other Part, the Parties rectified the Sale Deed dated 12<sup>th</sup> July, 1990 as in the same, Damu Plot 1 forming part of Old Survey No. 129/1 admeasuring 7,200 square metres inadvertently remained to be mentioned.
- 16) On perusal of ME No. 5885 dated 27<sup>th</sup> October, 2004 it appears that, letter dated 26<sup>th</sup> October, 2004 bearing reference No. MS/Sheti/104 recorded that Ananda availed a loan of Rs 6,00,000/- from Canara Bank by creating security over Old Survey No. 129/1/1 and accordingly an encumbrance in name of Canara Bank Hinjewadi was recorded in the other rights column of Old Survey No. 129/1.
- 17) On perusal of ME No 6100 dated 26<sup>th</sup> July, 2005 it appears that, Ananda repaid the loan availed from Canara Bank and accordingly, the encumbrance recorded in the other right column of the 7/12 Extract of Old Survey No. 129/1 stood deleted.
- 18) On Perusal of ME No 6006 dated 10<sup>th</sup> May 2006, it appears that By and under a Sale Deed dated 15<sup>th</sup> February, 2005 registered with the Office of Sub-Registrar of Assurances under Serial No. MLS-997 of 2005 and executed between Rajendra and Vijay (therein referred to as the Vendors) of the One Part and Bharat Suvalal Desdala ("**Bharat**") (therein referred to as Purchaser) of the Other Part, Rajendra and Vijay sold, conveyed and transferred portion admeasuring 2,600 square meters from and out of Damu Plot 1A ("**Damu Plot 1A**") unto Bharat, at and for a consideration and on terms a and conditions as mentioned therein.
- 19) On perusal of ME No. 6608 dated 29<sup>th</sup> January, 2007 it further appears that, Pandurang expired leaving behind him (i) Sudhir Pandurang Jambhulkar ("**Sudhir**"), (ii) Anil Pandurang Jambhulkar ("**Anil**") (iii) Surekha Kishan Pinjan ("**Surekha**") and (iv) Chandrabhaga Pandurang Jambhulkar ("**Chandrabhaga**") as his legal heirs and accordingly, their names were mutated as holders in the 7/12 Extract of Old Survey No. 129/1.
- 20) On Perusal of ME No 8288 dated 7<sup>th</sup> December 2012 it appears that, by and under a Sale Deed dated 5<sup>th</sup> November, 2012 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-6199 of 2012 and executed between Rajendra and Vijay (therein referred to as Vendors) of the One Part and (i) Ganesh Netaji Jambhulkar ("**Ganesh**") and (ii) Ram Maruti Jambhulkar ("**Ram**") (therein referred to as Purchasers) of the Other Part, Rajendra and Vijay sold, conveyed and transferred the balance portion of Damu Plot 1 admeasuring 150 square metres ("**Damu Plot 1B**") unto Ganesh and Ram, at and for a consideration and on terms and conditions as mentioned therein.
- 21) On Perusal of ME No. 9190 dated 23<sup>rd</sup> March, 2017 it appears that, By and under a Sale Deed dated 12<sup>th</sup> August, 2015 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-6784 of 2015 and executed between (i) Ram and (ii) Ganesh (therein referred to as Vendors) of the One Part and Anand Bajirao Sathe ("**Anand**") (therein referred

to as Purchaser) of the Other Part, Ram and Ganesh sold, conveyed and transferred **Damu Plot 1B** unto Anand, at and for a consideration and on terms and conditions as mentioned therein.

- 22) On perusal of ME No. 8792 dated 29<sup>th</sup> October 2015 it appears that, Ananda expired on 9<sup>th</sup> September, 2015 leaving behind her (i) Netaji Ananda Jambhulkar ("**Netaji**"), (ii) Sambhaji Ananda Jambhulkar ("**Sambhaji**"), (iii) Mangal Chandrakant Takadekar ("**Mangal**") and (iv) Kavita Bandhopant Jadhav ("**Kavita**") and accordingly, their names were mutated as holders in the 7/12 Extract of Old Survey No. 129/1.
- 23) On perusal of ME No. 9144 dated 28<sup>th</sup> January, 2018 it appears that, by and under a Sale Deed dated 24<sup>th</sup> January, 2017 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-928 of 2017 and executed between Bharat (therein referred to as Vendor) of the One Part and Nalanda Shelter Private Limited ("**NSPL**") through its director Nitin Sharad Vaidya (therein referred to as Purchaser) of the Other Part, Bharat sold, conveyed and transferred **Damu Plot 1A** unto NSPL, at and for a consideration and on terms and conditions as mentioned therein.
- 24) On perusal of ME No. 9756 dated 3<sup>rd</sup> December, 2018, it appears that By and under a Sale Deed dated 23<sup>rd</sup> July, 2018 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-14429 of 2018 and executed between (i) Nitaji Ananda Jambhulkar, (ii) Babe Nitaji Jambhulkar, (iii) Ganesh Nitaji Jambhulkar, (iv) Vaishali Ganesh Jambhulkar, (v) Sarthaki Ganesh Jambhulkar, (vi) Samarth Ganesh Jambhulkar, (vii) Sarika Rahul Kate Alias Sarika Nitaji Jambhulkar, (viii) Sambhaji Ananda Jambhulkar (ix) Sangita Sambhaji Jambhulkar, (x) Mahesh Sambhaji Jambhulkar, (xi) Nagesh Sambhaji Jambhulkar (xii) Poonam Sham Bhingade alias Poonam Sambhaji Jambhulkar, (xiii) Mangal Chandrakant Takalkar (xiv) Kavita Bandhopant Jadhav alias Kavita Ananda Jambhulkar, (xv) Maruti Damu Jambhulkar, (xvi) Asha Maruti Jambhulkar, (xvii) Laxman Maruti Jambhulkar, (xviii) Poonam Laxman Jambhulkar, (xix) Sanskruti Laxman Jambhulkar, (xx) Sahil Laxman Jambhulkar, (xxi) Ram Maruti Jambhulkar, (xxii) Archana Ram Jambhulkar, (xxiii) Ayush Ram Jambhulkar (xxiv) Arun Ram Jambhulkar, (xxv) Tarabai Khandu Mankar, (xxvi) Chaguna Arun Alias Arjun Yadav (therein referred to as Vendors) of the One Part and NSPL through its director Sanjay Pandurang Joshi (there in referred to as Purchasers) of the Other Part, the Vendors therein sold, conveyed and transferred land admeasuring 680 square metres from and of Damu Plot ("**Damu Plot 2**") to NSPL, at and for a consideration and on terms and conditions as mentioned therein.
- 25) On perusal of ME No. 9729 dated 23<sup>rd</sup> July, 2018, it appears that By and under a Sale Deed dated 23<sup>rd</sup> July, 2018 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-14424 of 2018 and executed between Anand (therein referred to as Vendor) of the One Part and NSPL through its director Sanjay Pandurang Joshi (therein referred to as Purchaser) of the Other Part, Anand sold, conveyed and transferred **Damu Plot 1B** unto NSPL at and for a consideration and on terms and conditions as mentioned therein.
- 26) On perusal of ME No. 9751 dated 20<sup>th</sup> November, 2018, it appears that, Kaluram and Damu through Santh Tukaram Maharaj Vikas Society Limited paid the loan of Rs. 30,000 availed from Hinjewadi Cooperative Society /- by an Agreement dated 28th November, 1989, The encumbrances created in the name of Hinjewadi Cooperative Society stands deleted.
- 27) On perusal of ME No. 10390 dated 23<sup>rd</sup> November, 2020, it appears that, by an Agreement executed between Canara Bank, Hinjewadi (therein referred to as Lender) of the One Part and Sudam and Kaluram (therein referred to as Borrowers) of the Other Part, and as per letter dated 6<sup>th</sup> February, 2021 bearing reference No. Agri / SDV KMS/1/2021, the encumbrance in name of Canara Bank was recorded in the other rights column of Survey No. 129/1/1 as per ME No. 4492 dated 24<sup>th</sup> November, 1999, stands deleted from the other rights column of the 7/12 extract of Survey No. 129/1. We have been furnished with copy letter dated 6<sup>th</sup> February, 2021 bearing reference No. Agri / SDV KMS/1/2021.

**Title Flow of Shivram Plot:**

- 28) On perusal of ME No. 2606 dated 18<sup>th</sup> May, 1987 it appears that, Shivram expired on 19<sup>th</sup> February, 1987 leaving behind him (i) Sudam Shivram Jambhulkar ("**Sudam**"), (ii) Kaluram Shivram Jambhulkar ("**Kaluram**"), (iii) Ulabai Vithoba Rakadkar ("**Ulabai**"), (iv) Bababai Eknath Parkhi ("**Bababai**"), (v) Subadhrabai Bhavso Sunar ("**Subadhrabai**"), (vi) Bhimabai Aburao Gavade ("**Bhimabai**"), (vii) Annabai Murlidhar Devkar ("**Anannabai**"), (viii) Manubai Ganpat Jadhav ("**Manubai**") and Sarubai Shivram Jambhulkar ("**Sarubai**") as his only legal heirs and accordingly, their names were mutated as holders in the 7/12 Extract of Old Survey No. 129/1.

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- 29) On perusal of ME No. 5882 dated 23<sup>rd</sup> October, 2004 it appears that, Sudam expired leaving behind him (i) Balasaheb Sudam Jambhulkar ("**Balasaheb**"), (ii) Navnath Sudam Jambhulkar ("**Navnath**"), (iii) Sunita Chandrakant Tavare ("**Sunita**") and (iv) Laxmibai Sudam Jambhulkar ("**Laxmibai**") as his legal heirs and accordingly, their names were mutated as holders in the 7/12 Extract of Old Survey No. 129/1 (part).
- 30) On Perusal of ME No. 6803 dated 10<sup>th</sup> July, it appears that 2007 by and under a Sale Deed dated 27<sup>th</sup> June, 2007, registered with the Office of Sub Registrar of Assurances under Serial No. 4445 of 2007 and executed between (i) Kaluram, (ii) Phulabai Kaluram Jambhulkar ("**Phulabai**"), (iii) Govind Kaluram Jambhulkar ("**Govind**"), (iv) Gopal Kaluram Jambhulkar ("**Gopal**"), (v) Balasaheb (vi) Navnath Sudam Jambhulkar ("**Navnath**") (vii) Laxmibai, (viii) Sunita (therein referred to as Vendors) of the One Part and Dattatraya Maruti Jambhulkar ("**Dattatraya**") (there in referred to as Purchasers) of the Other Part, the Vendors sold, conveyed and transferred land admeasuring 3,600 square metres from and out of Old Survey No. 129/1 ("**Shivram Plot**") unto Dattatraya at and for a consideration and on terms and conditions as mentioned therein.
- 31) On perusal of ME No. 8734 dated 26<sup>th</sup> February, 2015 it appears that, Dattatrya expired on 28<sup>th</sup> September, 2015 leaving behind him (i) Mangala Dattatray Jambhulkar ("**Mangala**"), (ii) Praveen Dattatray Jambhulkar ("**Praveen**"), (iii) Vishal Dattatray Jambhulkar ("**Vishal**"), (iv) Nilesh Dattatray Jambhulkar ("**Nilesh**") as his legal heirs and accordingly, their names were mutated as holders in the 7/12 Extract of Old Survey No. 129/1.
- 32) On perusal of ME No. 9538 dated 21<sup>st</sup> January, 2018 it appears that, Bababai expired on 11<sup>th</sup> March, 2003 leaving behind (i) Alka Yashwant Shetale ("**Alka**"), (ii) Mangal Sahebrao Ranvade ("**Mangal Ranvade**"), (iii) Shalan Balasaheb Yadav ("**Shalan**") and (iv) Sumitra Dattatray Yadav ("**Sumitra**") as her legal heirs and accordingly, their names were mutated as holders in the 7/12 Extract of Old Survey No. 129/1.
- 33) On perusal of ME No. 9730 dated 6<sup>th</sup> October, 2018, it appears that by and under a Sale Deed dated 6<sup>th</sup> July, 2018 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-2-12149 of 2018 and executed between (i) (a) Praveen, (b) Smita Praveen Jambhulkar ("**Smita**"), (c) Ishita Praveen Jambhulkar ("**Ishita**"), minor represented by their natural guardian Praveen, (d) Priyal Praveen Jambhulkar ("**Priyal**") minor represented by the natural guardian Praveen, (ii) (a) Vishal, (b) Archana Vishal Jambhulkar ("**Archana**"), (c) Vishwajeet Vishal Jambhulkar ("**Vishwajeet**"), minor represented by the natural guardian Vishal, (d) Aarvi Vishal Jambhulkar ("**Aarvi**"), minor represented by the natural guardian Vishal, (iii) (a) Nilesh, (b) Aishwarya Nilesh Jambhulkar ("**Aishwarya**"), (c) Adiraj Nilesh Jambhulkar ("**Adiraj**") minor represented by the natural guardian Nilesh, (iv) Mangal (v) (a) Shantaram Maruti Jambhulkar ("**Shantaram**"), (b) Urmila Shantaram Jambhulkar ("**Urmila**"), (c) Pankaj Shantaram Jambhulkar ("**Pankaj**"), (d) Shreya Pankaj Jambhulkar ("**Shreya**"), (e) Monica Pradeep Chaudhe ("**Monica**"), (vi) Kalavati Vithoba Vakadkar ("**Kalavati**"), (vii) (a) Bababai, (b) Mangal Ranvade, (c) Shalan, (d) Sumitra, (e) Eknath, (viii) Subadhrabai, (ix) Muktabai Aburao Yewale ("**Muktabai**"), (ix) (a) Babasaheb Baburao Yewale ("**Babasaheb**"), (b) Sunanda Balu Mandekar, (x) Janabai Murlidhar Devkar ("**Janabai**"), (xi) Manubai alias Manabai alias Manisha Ganpat Jadhav (therein referred to as Vendors) of the First Part and NSPL through its Director Vikram Anand Godse (there in referred to as Purchaser) of the Second Part; and (i) (a) Shivaji Maruti Jambhulkar (b) Subhadra Shivaji Jambhulkar, (c) Samrat Shivaji Jambhulkar and (d) Sonali Shivaji Jambhulkar (therein referred to as Confirming Party) of the Third Part, the Vendors therein with the confirmation of the Confirming Party sold, conveyed and transferred the **Shivram Plot 2** unto NSPL, at and for a consideration and on terms and conditions as mentioned therein.

- 34) On perusal of ME No. 9952 dated 30<sup>th</sup> July, 2019 it appears that, pursuant to an Order dated 17<sup>th</sup> July, 2019 bearing reference No. E-Ferrar/SR/- K/ 155/24/2019 passed by the Tehsildar with respect to Survey No. 129/1 and with respect to ME No. 9730, the names of (1) Kalavati / Kalabai, (2) Janabai, (3) Muktabai, (4) Subadhrabai, (5) Alka, (6) Mangala, (7) Shalan, (8) Sumitra were deleted from the other rights column of the 7/12 Extract of Survey No. 129/1.
- 35) On perusal of ME No. 10302 dated 23<sup>rd</sup> November, 2020 it appears that, as per Order dated 21<sup>st</sup> August, 2020 bearing reference No. HNO /SR/155/83//2019, passed by Tehsildar Mulshi and as per Registered Agreement bearing reference No. 4445/2007, and as per ME No. 6803 the name of Sarubai stands deleted from the other rights column of the 7/12 Extract of Survey No. 129/1.

**Title Flow for Survey No. 129/1/1:**

- 36) On perusal of ME No. 10605 dated 1<sup>st</sup> November, 2021 it appears that, pursuant to the Order dated 7<sup>th</sup> September, 2021 bearing reference No. SR/155/362/2021 passed by the Competent Authority, Tehsildar, various land parcels including Old Survey No. 129/1 were assigned Hissa Nos. as the areas under them and the holding of such areas had undergone change and accordingly, the 7/12 Extract for Old Survey No. 129/1 was closed and new 7/12 Extracts were opened and against Survey No. 129/1/1 admeasuring 170 square metres, the names of (i) Chandrabhaga, (ii) Sudhir, (iii) Anil and (iv) Surekha were recorded as the holders.
- 37) On perusal of ME No. 10931 dated 22<sup>nd</sup> November, 2022 it appears that, by and under a Sale Deed dated 29<sup>th</sup> September, 2022 registered with the Office of Sub Registrar of Assurances under serial No. MLS-14790 of 2022 and executed between (i) Chandrabhaga, (ii) Sudhir, (iii) Anil and (iv) Surekha (therein referred to as Vendors) of the One Part and Paranjape Schemes (Construction) Limited ("**PSCL**") and Linker Shelter Private Limited ("**LSPL**") (therein referred to as Purchasers) of the Other Part ("**2022 Sale Deed**"), the Vendors therein sold, conveyed and transferred Survey No. 129/1/1 unto PSCL and LSPL, at or for the consideration and in the manner contained therein.

**(XI) Survey No. 129/2/1 admeasuring 1500 square meters or thereabouts ("Twelveth Property")**

- 1) On perusal of Mutation Entry ("**ME**") No. 658 dated 15<sup>th</sup> September, 1934, it appears that, one Sopana Nama Jambhulkar ("**Sopana**") was seized and possessed of Old Survey No. 129/2 ("**Old Survey No. 129/2**").
- 2) On perusal of ME No. 941 dated 4<sup>th</sup> September, 1955 it appears that, by and under a Sale Deed dated 22<sup>nd</sup> September, 1942 executed between Sopana (therein referred to as Vendor) of the One Part and Janu Maruti Jambhulkar ("**Janu**") (therein referred to as Purchaser) of the Other Part, Sopana had sold and conveyed Old Survey No. 129/2 unto Janu, for a consideration and on terms and conditions as mutually decided therein, however the possession of Old Survey No. 129/2 was not given by Sopana to Janu and hence the name of Janu was recorded in the Other Rights Column.
- 3) On perusal of ME No. 1810 dated 9<sup>th</sup> August, 1965 it appears that, Janu expired around 2 years prior to the date of this ME leaving behind him (i) Balkrishna Jana Jambhulkar ("**Balkrishna**"), (ii) Hanumant Jana Jambhulkar ("**Hanumant**"), (iii) Namdev Jana Jambhulkar ("**Namdev**"), (iv) Shivram Jana Jambhulkar ("**Shivram**"), (v) Damu Jana Jambhulkar ("**Damu**"), (vi) Laxmibai Bhagu Yadav ("**Laxmibai**") as his only legal heirs and accordingly, the name of Shivram being the manager of the Hindu Undivided Family came to be recorded as the holder in respect of Old Survey No. 129/2.
- 4) On perusal of ME No. 1944 dated 7<sup>th</sup> November, 1970 it appears that, Shivram and Others had partitioned amongst themselves 15-16 years prior to the date of this ME, various properties which were held by them as the members of the Hindu Undivided Family and as a consequence thereof, the properties mentioned therein stood partitioned amongst Balkrishna, Shivram, Hanumant, Damu and Namdev and pursuant to the same, the said Old Survey No. 129/2 admeasuring 1 acre 29 gunthas (equivalent to 6,980.82 square metres) came to the share of Hanumant and accordingly, the name of Hanumant was recorded in the holder's column of the 7/12 Extract pertaining to Old Survey No. 129/2.
- 5) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it appears that, in pursuance of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was

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implemented to record new decimal measurement in all villages of Maharashtra and accordingly, effects were given to the revenue records and the area between acres and gunthas in Village Hinjewadi has been reduced to Hectares and Ares.

- 6) On perusal of ME No. 2498 dated 2<sup>nd</sup> January, 1985 it appears that, Hanumant availed loan of Rs. 15,000/- from Hinjewadi Vikas Society on 2<sup>nd</sup> January, 1985 and accordingly, a charge was created in the other rights column of the 7/12 extract of Old Survey No. 129/2.
- 7) On perusal of ME No. 3131 dated 27<sup>th</sup> March, 1992 it appears that, Hanumant expired on 19<sup>th</sup> December, 1991 leaving behind him (i) Uttam Hanumant Jambhulkar ("**Uttam**"), (ii) Dhondiba Hanumant Jambhulkar ("**Dhondiba**"), (iii) Dilip Hanumant Jambhulkar ("**Dilip**"), (iv) Baisabai Dashrath Nimhan ("**Baisabai**") and (v) Fulabai Hanumant Jambhulkar ("**Fulabai**") as his only legal heirs and accordingly, their names were recorded as holders in the 7/12 Extract of Old Survey No. 129/2.
- 8) On perusal of ME No. 4268 dated 22<sup>nd</sup> January, 1999 it appears that, pursuant to the Order of the Tehsildar, Mulshi dated 18<sup>th</sup> January, 1999 bearing reference No. 62/98, various land interalia land bearing Old Survey No. 129/2 was partitioned in accordance with the provisions of Section 85 of the Maharashtra Land Revenue Code, 1966 and as a consequence thereof, Old Survey No. 129/2 stood sub-divided and (i) New Survey No. 129/2/1 admeasuring 1,500 square metres came to be recorded in the name of Dhondiba; (ii) New Survey No. 129/2/2 admeasuring 3,000 square metres came to be recorded in the name of Dilip and (iii) New Survey No. 129/2/3 admeasuring 2,000 square metres came to be recorded in the name of Uttam.
- 9) On perusal of ME No. 7747 dated 11<sup>th</sup> November 2010, it appears that, Dhondiba had taken a loan of Rs. 2,00,000/- from Sevagiri Gramin Bigarsheti Sahkari Patasanstha, Hinjewadi on 10<sup>th</sup> November, 2010 and accordingly an entry of encumbrance was recorded in the other rights column of the 7/12 Extract of Survey No. 129/2/1.
- 10) On perusal of ME No. 8625 dated 12<sup>th</sup> June, 2014, it appears that the loan of Rs. 2,00,000/- has been paid by Dhondiba and the loan entry has been deleted from the other rights column of the 7/12 Extract of Survey No. 129/2/1.
- 11) By and under a Mortgage Deed dated 26<sup>th</sup> May, 2015 registered with the Office of Sub-Registrar of Assurances under Serial No MULSHI-2-4653 of 2015 and executed between Dhondiba (therein referred to as Mortgagee) of One Part and Shri Sevagiri Rural Non-Agricultural Co-operative Credit Union (therein referred to as Mortgagor) of the Other Part, Dhondiba had availed a loan of Rs. 3,00,000/- by mortgaging Survey No. 129/2/1 on terms and conditions mentioned therein.
- 12) By and under a Mortgage Deed dated 19<sup>th</sup> November, 2015 registered with the Office of Sub-Registrar of Assurances under serial no. MLS-2—9421 of 2015 and executed between Sevagiri Rural Non-Agricultural Co-operative Credit Society Limited of First Part and Sharad Dhondiba Jambhulkar ("**Sharad**") of the Second Part and Dhondiba (therein referred to as Confirming Party) of the Third Part ("**2015 Mortgage**"), Sharad had availed a loan of Rs. 15,00,000/- on terms and conditions mentioned therein.
- 13) On perusal of ME No. 11502 dated 5<sup>th</sup> March, 2024 it appears that, Special Recovery Officer passed an order dated 6<sup>th</sup> February, 2024 bearing serial no. K.Pu.J.Fed/ViVA/Sthavar/JaptiNo./K156/121/2024 pursuant to which, confiscation charge of Rs. 8,57,008/- in favour of Sevagiri Nagari Sahakari Institution was created over Survey No. 129/2/1 and recorded in the Other Rights Column.

- 14) By and under a Re-conveyance Deed dated 8<sup>th</sup> April, 2024 registered with the Office of Sub-Registrar of Assurances under Serial No MULSHI-2-9276 of 2024 and executed between Sharad Dhondiba Jambhulkar of One Part and Shri Sevagiri Nagari Sahakari Institution of the Other Part, Dhondiba has the 2015 Mortgage on terms and conditions mentioned therein. ME No. 11567 dated 22<sup>nd</sup> April, 2024 records the foregoing.
- 15) On Perusal of ME No. 11623 dated 24<sup>th</sup> June, 2024, it appears that by and under a Sale Deed dated 10<sup>th</sup> June, 2024 and registered with the Office of Sub-Registrar of Assurances under serial no. MLS-14274 of 2024 and executed between (i) Paranjape Schemes (Construction) Limited ("**PSCL**") through their authorized signatory Shrikant Purushottam Paranjape ("**Shrikant**"), (ii) Linker Shelter Private Limited ("**LSPL**") through their authorized signatory Shrikant and (iii) P.S.C. Properties Private Limited ("**PPL**") through their authorized signatory Shrikant (therein referred to as Purchasers) of One Part and (i) Dhondiba, (ii) Dilip and (iii) Uttam (therein referred to as Vendors) of the Second Part and (i) Baysabai Dashrath Liman ("**Baysabai**"), (ii) Bayda Dhondiba Jambhulkar ("**Bayda**"), (iii) Sharad Dhondiba Jambhulkar ("**Sharad**"), (iv) Deepali Sharad Jambhulkar ("**Deepali**"), (v) Sai Sharad Jambhulkar ("**Sai**") minor through his natural guardian Sharad, (vi) Sarvesh Sharad Jambhulkar ("**Sarvesh**") minor through his natural guardian Sharad, (vii) Nilesh Dhondiba Jambhulkar ("**Nilesh**"), (viii) Kajal Nilesh Jambhulkar, (ix) Vedika Nilesh Jambhulkar ("**Vedika**") minor through her natural guardian Nilesh, (x) Sheetal Mohan Balakvade ("**Sheetal**"), (xi) Sopan Uttam Jambhulkar ("**Sopan**"), (xii) Jyoti Sopan Jambhulkar ("**Jyoti**"), (xiii) Vaibhav Sopan Jambhulkar ("**Vaibhav**"), (xiv) Vaishnav Sopan Jambhulkar ("**Vaishnav**"), (xv) Pramila Dagdu Yevale ("**Pramila**"), (xvi) Kanta Sanjay Bodke ("**Kanta**"), (xviii) Shanta Anil Kadam ("**Shanta**"), (xix) Alka Dilip Jambhulkar ("**Alka**"), (xx) Swapnil Dilip Jambhulkar (" ("**Swapnil**"), (xxi) Sakshi Swapnil Jambhulkar ("**Sakshi**"), (xxii) Snehal Swapnil More ("**Snehal**") and (xxiii) Rutuja Vaibhav Jambhulkar ("**Rutuja**") (therein referred to as the Confirming Parties) of the Third Part, Dhondiba has sold, conveyed and transferred inter alia the said Property with the consent of the confirming parties at and for a consideration and on terms and conditions mentioned therein.
- 16) On perusal of ME No. 11620 dated 10<sup>th</sup> June 2024, it appears that the charge of Shri. Sant. Tukaram Maharaj Vikas Sahakari Society Limited has been completely repaid by Dhondiba Hanumant Jambhulkar, Dilip Hanumant Jambhulkar and Uttam Hanumant Jambhulkar, subsequently the said charge has been removed from the Other Rights Column of Survey No. 129/2/1.
- 17) On perusal of ME No. 11665 dated 16<sup>th</sup> July 2024, it appears that Sharad Dhondiba Jambhulkar has completely repaid the confiscation charge of Rs. 8,57,008/- of Shri Sevagiri Nagari Sahakari Institution and subsequently the remark of confiscation charge was removed from the other rights column of Survey No. 129/2/1.

**(XII) Survey No. 129/2/2 admeasuring 3000 square meters or thereabouts ("Thirteenth Property")**

- 1) On perusal of Mutation Entry ("**ME**") No. 658 dated 15<sup>th</sup> September, 1934, it appears that, one Sopana Nama Jambhulkar ("**Sopana**") was seized and possessed of Old Survey No. 129/2 ("**Old Survey No. 129/2**").
- 2) On perusal of ME No. 941 dated 4<sup>th</sup> September, 1955 it appears that, by and under a Sale Deed dated 22<sup>nd</sup> September, 1942 executed between Sopana (therein referred to as Vendor) of the One Part and Janu Maruti Jambhulkar ("**Janu**") (therein referred to as Purchaser) of the Other Part, Sopana had sold and conveyed Old Survey No. 129/2 unto Janu, for a consideration and on terms and conditions as mutually decided therein, however the possession of Old Survey No. 129/2 was not given by Sopana to Janu and hence the name of Janu was recorded in the Other Rights Column.
- 3) On perusal of ME No. 1810 dated 9<sup>th</sup> August, 1965 it appears that, Janu expired around 2 years prior to the date of this ME leaving behind him (i) Balkrishna Jana Jambhulkar ("**Balkrishna**"), (ii) Hanumant Jana Jambhulkar ("**Hanumant**"), (iii) Namdev Jana Jambhulkar ("**Namdev**"), (iv) Shivram Jana Jambhulkar ("**Shivram**"), (v) Damu Jana Jambhulkar ("**Damu**"), (vi) Laxmibai Bhagu Yadav ("**Laxmibai**") as his only legal heirs and accordingly, the name of Shivram being the manager of the Hindu Undivided Family came to be recorded as the holder in respect of Old Survey No. 129/2.
- 4) On perusal of ME No. 1944 dated 7<sup>th</sup> November, 1970 it appears that, Shivram and Others had partitioned amongst themselves 15-16 years prior to the date of this ME, various properties which were held by them as the members of the Hindu Undivided Family and as a consequence thereof, the properties mentioned therein stood partitioned amongst



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Balkrishna, Shivram, Hanumant, Damu and Namdev and pursuant to the same, the said Old Survey No. 129/2 admeasuring 1 acre 29 gunthas (equivalent to 6,980.82 square metres) came to the share of Hanumant and accordingly, the name of Hanumant was recorded in the holder's column of the 7/12 Extract pertaining to Old Survey No. 129/2.

- 5) On perusal of ME No. 1946 dated 02<sup>nd</sup> December, 1970, it appears that it appears that in pursuance of the provisions of Maharashtra State Government's Weights and Measures Act, 1958 and Indian Coinage (Amendment) Act, 1955, a new system of measurement was implemented to record new decimal measurement in all villages of Maharashtra and accordingly, effects were given to the revenue records and the area between acres and gunthas in Village Hinjewadi has been reduced to Hectares and Ares.
- 6) On perusal of ME No. 2498 dated 2<sup>nd</sup> January, 1985 it appears that, Hanumant availed loan of Rs. 15,000/- from Hinjewadi Vikas Society on 2<sup>nd</sup> January, 1985 and accordingly, a charge was created in the other rights column of the 7/12 extract of Old Survey No. 129/2.
- 7) On perusal of ME No. 3131 dated 27<sup>th</sup> March, 1992 it appears that, Hanumant expired on 19<sup>th</sup> December, 1991 leaving behind him (i) Uttam Hanumant Jambhulkar ("**Uttam**"), (ii) Dhondiba Hanumant Jambhulkar ("**Dhondiba**"), (iii) Dilip Hanumant Jambhulkar ("**Dilip**"), (iv) Baisabai Dashrath Nimhan ("**Baisabai**") and (v) Fulabai Hanumant Jambhulkar ("**Fulabai**") as his only legal heirs and accordingly, their names were recorded as holders in the 7/12 Extract of Old Survey No. 129/2.
- 8) On perusal of ME No. 4268 dated 22<sup>nd</sup> January, 1999 it appears that, pursuant to the Order of the Tehsildar, Mulshi dated 18<sup>th</sup> January, 1999 bearing reference No. 62/98, various land interalia land bearing Old Survey No. 129/2 was partitioned in accordance with the provisions of Section 85 of the Maharashtra Land Revenue Code, 1966 and as a consequence thereof, Old Survey No. 129/2 stood sub-divided and (i) New Survey No. 129/2/1 admeasuring 1,500 square metres came to be recorded in the name of Dhondiba; (ii) New Survey No. 129/2/2 admeasuring 3,000 square metres came to be recorded in the name of Dilip and (iii) New Survey No. 129/2/3 admeasuring 2,000 square metres came to be recorded in the name of Uttam.
- 9) On perusal of ME No. 7767 dated 1<sup>st</sup> December 2010, it appears that Dilip had taken a loan of Rs. 3,00,000/- from Sevagiri Gramin Bigarsheti Sahkari Patasanstha, Hinjewadi on 10<sup>th</sup> November, 2010 and accordingly an entry of encumbrance was recorded in the other rights column of the 7/12 Extract of Survey No. 129/2/2.
- 10) On perusal of ME No. 8139 dated 8<sup>th</sup> May, 2012, it appears that the loan has been paid by Dilip and the loan entry has been deleted from the other rights column of the 7/12 Extract of Survey No. 129/2/2.
- 11) On perusal of ME No. 11620 dated 10<sup>th</sup> June 2024, it appears that the charge of Shri. Sant. Tukaram Maharaj Vikas Sahakari Society Limited has been completely repaid by Dhondiba Hanumant Jambhulkar, Dilip Hanumant Jambhulkar and Uttam Hanumant Jambhulkar, subsequently the said charge has been removed from the Other Rights Column of Survey No. 129/2/2.
- 12) On Perusal of ME No. 11623 dated 24<sup>th</sup> June 2024, it appears that by and under a Sale Deed dated 10<sup>th</sup> June, 2024 and registered with the Office of Sub-Registrar of Assurances under serial no. MLS-14274 of 2024 and executed between (i) Paranjape Schemes (Construction) Limited ("**PSCL**") through their authorized signatory Shrikant Purushottam Paranjape ("**Shrikant**"), (ii) Linker Shelter Private Limited ("**LSPL**") through their authorized signatory Shrikant and (iii) P.S.C. Properties Private Limited ("**PPL**") through their

authorized signatory Shrikant (therein referred to as Purchasers) of One Part and (i) Dhondiba, (ii) Dilip and (iii) Uttam (therein referred to as Vendors) of the Second Part and (i) Baysabai Dashrath Liman ("**Baysabai**"), (ii) Bayda Dhondiba Jambhulkar ("**Bayda**"), (iii) Sharad Dhondiba Jambhulkar ("**Sharad**"), (iv) Deepali Sharad Jambhulkar ("**Deepali**"), (v) Sai Sharad Jambhulkar ("**Sai**") minor through his natural guardian Sharad, (vi) Sarvesh Sharad Jambhulkar ("**Sarvesh**") minor through his natural guardian Sharad, (vii) Nilesh Dhondiba Jambhulkar ("**Nilesh**"), (viii) Kajal Nilesh Jambhulkar, (ix) Vedika Nilesh Jambhulkar ("**Vedika**") minor through her natural guardian Nilesh, (x) Sheetal Mohan Balakvade ("**Sheetal**"), (xi) Sopan Uttam Jambhulkar ("**Sopan**"), (xii) Jyoti Sopan Jambhulkar ("**Jyoti**"), (xiii) Vaibhav Sopan Jambhulkar ("**Vaibhav**"), (xiv) Vaishnav Sopan Jambhulkar ("**Vaishnav**"), (xv) Pramila Dagdu Yevale ("**Pramila**"), (xvii) Kanta Sanjay Bodke ("**Kanta**"), (xviii) Shanta Anil Kadam ("**Shanta**"), (xix) Alka Dilip Jambhulkar ("**Alka**"), (xx) Swapnil Dilip Jambhulkar (" ("**Swapnil**"), (xxi) Sakshi Swapnil Jambhulkar ("**Sakshi**"), (xxii) Snehal Swapnil More ("**Snehal**") and (xxiii) Rutuja Vaibhav Jambhulkar ("**Rutuja**") (therein referred to as the Confirming Parties) of the Third Part, Dilip has sold, conveyed and transferred inter alia the said Property with the consent of the confirming parties at and for a consideration and on terms and conditions mentioned therein.

#### **COMMON TRANSACTION for "Eleventh Property" to "Thirteenth Property"**

- 1) I note that PSCL, LSPL and PPL have not obtained the permission under Section 63 of the Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**MTAL Act**") i.e. the permission to buy 'agricultural land' at the time of acquisition of the said Property. I have also not been furnished with any issued by the Revenue and Forest Department published in the Official Gazette for the State of Maharashtra in terms of Section 88(1)(b) of the MTAL Act whereby it has been declared that the said Property held by PSCL, LSPL and PPL has been reserved for non-agricultural use. We have been informed by MDL that, the said Property falls with the 'Residential Zone' and 'Industrial Zone' as per the draft or final Regional Plan prepared under the Maharashtra Regional and Town Planning Act, 1966 and further, the said Property is being acquired by PSCL, LSPL and PPL in order to make the same a part of an integrated township project (ITP) and the ITP policy applicable to the State of Maharashtra provides a relaxation from the MTAL Act i.e. the condition that, only the agriculturist will be eligible to buy the agriculture land shall not be applicable to the project proponents for purchasing agriculture land for ITP.
- 2) By and under an Agreement to Sell dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14839 of 2024 and executed between (i) PSCL (therein referred to as the Vendor No. 1) of the First Part, (ii) LSPL (therein referred to as Vendor No. 2) of the Second Part and (iii) PSC Properties Private Limited ("**PPL**") (therein referred to as the Vendor No. 3) of the Third Part (collectively referred to as Vendors) and Macrotech Developers Limited ("**MDL**") (therein referred to as the Purchaser) of the Fourth Part ("**2024 AFS**"), Vendors herein agree to sell, transfer, convey, register and assign the ownership of *inter alia* Survey No. 129/1/1, 129/2/1 unto MDL together with the fixed development potential thereof alongwith the total FSI of 27,975 square metres at or for the consideration and in the manner contained therein.
- 3) By and under an Irrevocable Power of Attorney dated 13<sup>th</sup> June, 2024 registered with the Office of Sub-Registrar of Assurances under serial No. MLS-14840 of 2023 and executed by PSCL, PPL and LSPL in favour of MDL ("**2024 POA**"), PSCL, PPL and LSPL appointed, nominated and constituted of MDL as their true and lawful attorneys to undertake the acts, matters, deeds and things in respect of *inter alia* 129/1/1, 129/2/1 as specified therein.

#### **IV) TRANSACTION DOCUMENTS**

- 1) By and under a Joint Development Agreement dated 14<sup>th</sup> February, 2023, ("**JDA**"), executed between 1) Paranjpe Scheme (Construction) Limited, 2) PSC Properties Private Limited and 3) Linker Shelter Private Limited ("**Owners**") and (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Macrotech/Developer**"), whereunder Paranjpe Scheme (Construction) Limited and others inter alia granted, conveyed and assigned and transferred unto Developers the absolute and unencumbered rights to develop the property bearing Survey No. 126/1 adneasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 adneasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 adneasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 adneasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 adneasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 adneasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 adneasuring 3279 sq.mtrs. or thereabout, aggregating in all adneasuring 25800 square meters or thereabouts more particularly described in the First Schedule thereunder written forming a part of said

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Larger Property together with entitlements and obligations mentioned in Second Schedule thereunder written on terms and conditions stated therein.

- 2) Pursuant thereto, by Irrevocable Powers of Attorney dated 14<sup>th</sup> February, 2023 executed by 1) Paranjpe Scheme (Construction) Limited, 2) PSC Properties Private Limited and 3) Linker Shelter Private Limited ("**Owners**") in favour of representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Developer**") whereby the Owners have appointed the Developers acting through their Directors and authorised signatories to be their true and lawful Attorney and conferred upon the Developers powers and authorities to do and carry out all and any acts, deeds, matters and things for and their behalf and in their names for development of the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 25800 square meters or thereabouts more particularly described in the First Schedule thereunder written forming a part of said Larger Property as stated therein in terms of Joint Development Agreement.
- 3) By and under a Partition Deed dated 28<sup>th</sup> March, 2023 registered with Office of Sub-Registrar and Assurances under serial no. MLS-2-6146 of 2023 and executed amongst (i) Ramdas, (ii) Nilesh, (iii) Sandeep, (iv) Gopinath, (v) Vaishali and (vi) Suvarna, for the portion of the said Third Property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout has been partitioned between them and the same has come to the joint share of (i) Ramdas, (ii) Nilesh, (iii) Sandeep, (iv) Gopinath, (v) Vaishali and (vi) Suvarna to the respective extent specified therein. I have not been furnished with any ME recording the foregoing.
- 4) By and under an Agreement for Sale dated 28<sup>th</sup> March, 2023 registered with Office of Sub-Registrar and Assurances under serial no. MLS-2-6148 of 2023 and executed between (i) Ramdas, (ii) Nilesh, (iii) Sandeep, (iv) Gopinath, (v) Suvarna and (vi) Vaishali (therein referred to as the Vendors) of One Part and (i) Paranjpe Scheme (Construction) Limited (PSCL) and (ii) Linker Shelter Private Limited (LSPL) (therein referred to as the Purchasers) of the Other Part ("**2023 AFS**"), the Vendors have agreed to sell, convey and transfer the for portion of said Third Property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout unto PSCL and LSPL at and for consideration and on terms and conditions mentioned therein.
- 5) By Deed of Conveyance dated 27/04/2023 executed and registered under Sr. No. MLS2-9026-2023 with Sub Registrar Mulshi by 1) Paranjpe Scheme (Construction) Limited ("**Vendor No. 1/PSCL**") of the First Part, 2) PSC Properties Private Limited ("**Vendor No. 2/PPPL**") of the Second Part and 3) Linker Shelter Private Limited ("**Vendor No. 3/LSPL**") of the Third Part (therein referred to as 'Vendors') in favour of (i) Macrotech Developers Limited ("**MDL/Purchaser No. 1**") of the Fourth Part and (ii) Precisehomes Constructions Private Limited ("**Precise/Purchaser No. 2**") of the Fifth Part, whereunder the said Vendors sold, conveyed, transferred and assured to and unto the Purchasers their respective undivided right, title and interest in respect of the said First Property comprised in Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Second Property comprised in Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Third Property comprised in Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout, Fourth Property comprised in Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Fifth Property comprised in Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Sixth Property comprised in Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Seventh Property comprised in

Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts for valuable consideration and on terms, covenants and conditions stated therein.

- 6) Pursuant thereto, by registered Irrevocable Powers of Attorney dated 27/04/2023, registered with the Sub-Registrar of Assurances at Mulshi-2 under Serial No. MLS2-9027-2023 ("**POA**") executed by Paranjpe Scheme (Construction) Limited (PSCL) and PSC Properties Private Limited (PPPL) and Linker Shelter Private Limited (LSPL) in favour of Macrotech Developers Limited and Precisehomes Constructions Private Limited acting through its Director and / or authorised signatories whereunder the PSCL, PPPL and LSPL do and each of them doth thereby appointed the Macrotech Developers Limited and Precisehomes Constructions Private Limited acting through its Director and / or authorised signatories, as a true and lawful Attorney and conferred upon them powers and authorities to do and carry out all and any acts, deeds, matters and things for and their behalf and in their names for development of the said First Property comprised in Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Second Property comprised in Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Third Property comprised in Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout, Fourth Property comprised in Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Fifth Property comprised in Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Sixth Property comprised in Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Seventh Property comprised in Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts as stated therein in terms of Deed of Conveyance.
- 7) By Agreement to Sale dated 27<sup>th</sup> April, 2023 ("Agreement to Sale") executed between Paranjpe Scheme (Construction) Limited ("Vendor No.1", "PSCL" or "Township Developer") of the First Part and Linker Shelter Private Limited ("Vendor No. 2" or "LSPL") of the Second Part (briefly collectively referred to as 'Vendors') and Macrotech Developers Limited ("Purchaser No. 1" or "MDL") of the Third Part and Precisehomes Constructions Private Limited ("Purchaser No. 2" or "Precisehomes") of the Fourth Part (briefly collectively referred to as 'Purchasers'), registered with Sub-Registrar of Assurances at Mulshi-2 under Serial No. MLS2-9028-2023, the said Vendors therein inter alia agreed to sell their respective undivided right, title and interest in the said Third Property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout to Purchasers and also granted development rights in respect of said Third Property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout unto the said Purchasers for the consideration and on terms and conditions more particularly set out therein.
- 8) Pursuant thereto, by registered Irrevocable Powers of Attorney dated 27<sup>th</sup> April, 2023 executed and registered under Serial No. MLS2-9029-2023 with Sub-Registrar of Assurances at Mulshi-2, by 1) Paranjpe Scheme (Construction) Limited and 2) Linker Shelter Private Limited ("**Owners / Grantors**") in favour of representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Purchasers/Attorney**") whereunder the Owners have appointed the Purchasers acting through their Directors and authorised signatories to be their true and lawful Attorney and conferred upon the Purchasers powers and authorities to do and carry out all and any acts, deeds, matters and things for and their behalf and in their names for development of the said Third Property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout, more particularly described in the Schedule thereunder as stated therein in terms of Agreement to Sale.
- 9) By Deed of Conveyance dated 04/09/2023 executed and registered under Sr. No. MLS2-20519-2023 with Sub Registrar Mulshi by (i) Ramdas Vithoba Jambhulkar, (ii) Nilesh Ramdas Jambhulkar, (iii) Sandeep Ramdas Jambhulkar, (iv) Gopinath Ramdas Jambhulkar, (v) Suvarna Vijay Marne and (vi) Vaishali Devidas Jadhav (therein referred to as 'Vendors') with confirmation of (i) Indumati Ramdas Jambhulkar, (ii) Mohini Nilesh Jambhulkar, (iii) Rupesh Nilesh Jambhulkar, (iv) Samruddhi Nilesh Jambhulkar, (v) Krishna Nilesh Jambhulkar, (vi) Swapnali Sandeep Jambhulkar, (vii) Tejashree Gopinath Jambhulkar and (viii) Arvi Gopinath Jambhulkar (therein referred to as 'Confirming Party') in favour of (i) Paranjpe Scheme (Construction) Limited ("**MDL/Purchaser No. 1**") and (ii) Linker Shelter Private Limited ("**Precise/Purchaser No. 2**"), whereunder the said Vendors sold, conveyed, transferred and assured to and unto the Purchasers their respective undivided right, title and interest in respect of the said Third Property comprised in Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout, for valuable consideration and on terms, covenants and conditions stated therein.
- 10) Memorandum of Understanding dated 10/05/2023 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) whereunder parties thereto have agreed that Macrotech Developers Limited

shall solely and exclusively carry out for development of the First Property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Second Property bearing Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Fourth Property bearing Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Fifth Property bearing Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Sixth Property bearing Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Seventh Property bearing Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Eighth Property bearing Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts on terms and conditions stated therein.

- 11) Notarised an Irrevocable Powers of Attorney dated 12/05/2023 executed by Precisehomes Constructions Private Limited (Grantor) in favour of Macrotech Developers Limited (Attorney) and notarised under serial No. 359/17 on 12/05/2023 whereby appointed Macrotech Developers Limited as the true and lawful attorney holder and conferred upon said Attorney powers and authorities to do and carried out all and any acts, deeds, matters and things for and on their behalf of grantors to carry out and complete development of the First Property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Second Property bearing Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, Fourth Property bearing Survey No. 127/2 admeasuring 6000 sq.mtrs. or thereabout, Fifth Property bearing Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Sixth Property bearing Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Seventh Property bearing Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout and Eighth Property bearing Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, aggregating in all admeasuring 27500 square meters or thereabouts as stated therein.
- 12) Memorandum of Understanding dated 21/11/2023 and notarised under serial No. 1873/82 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precisehomes) whereunder parties thereto have agreed that Macrotech Developers Limited shall solely and exclusively carry out development of the said Third Property bearing Survey No. 126/3 on terms and conditions stated therein.
- 13) Notarised Powers of Attorney dated 21/11/2023 executed by Precisehomes Constructions Private Limited (Grantor) in favour of Macrotech Developers Limited (Attorney) whereby appointed Macrotech Developers Limited as the true and lawful attorney holder and conferred upon said Attorney powers and authorities to do and carried out all and any acts, deeds, matters and things for and on their behalf of grantors to carry out and complete for development of the said Third Property bearing Survey No. 126/3 as stated therein.
- 14) Development Agreement dated 23<sup>rd</sup> March, 2023 executed and registered under Sr. No. MLS2-5768-2023, between (i) Macrotech Developers Limited ("**Developer No. 1**") of the First Part and (ii) Precisehomes Constructions Private Limited ("**Developer No. 2**") of the Second Part and Paranjpe Scheme (Construction) Limited ("**Confirming Party No. 1**") of the Third Part and Dattatray Digambar Jambhulkar, Umesh Digambar Jambhulkar, Shivnath Digambar Jambhulkar ("**Vendors**") and Yogita Dattatray Jambhulkar, Siddheshwari Dattatray Jambhulkar, Riddhi Dattatray Jambhulkar, Sairaj Dattatray Jambhulkar, Sushma Umesh Jambhulkar, Pornima Umesh Jambhulkar, Shlok Umesh Jambhulkar, Janahvi Shivnath Jambhulkar, Shreekrupa Shivnath Jambhulkar, Mukta Shivnath Jambhulkar and Mangal Digambar Jambhulkar ("**Confirming Parties No. 2**") whereunder Vendors with the confirmation of Confirming Parties No. 1 and 2 appointed Developers No. 1 and 2 and granted development rights them of the portion of the Third Property bearing Survey No. 126/3 adneasuring 4400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout to carry out development thereon for consideration and on terms and conditions stated therein.

- 15) Power of Attorney dated 23<sup>rd</sup> March, 2023 executed and registered under Sr. No. MLS2-5769-2023, Dattatray Digambar Jambhulkar, Umesh Digambar Jambhulkar, Shivnath Digambar Jambhulkar ("**Vendors**") and Yogita Dattatray Jambhulkar, Siddheshwari Dattatray Jambhulkar, Riddhi Dattatray Jambhulkar, Sairaj Dattatray Jambhulkar, Sushma Umesh Jambhulkar, Pornima Umesh Jambhulkar, Shlok Umesh Jambhulkar, Janahvi Shivnath Jambhulkar, Shreekrupa Shivnath Jambhulkar, Mukta Shivnath Jambhulkar and Mangal Digambar Jambhulkar ("**Confirming Parties No. 2**") in favour of nominees representatives / nominees of (i) Macrotech Developers Limited and (ii) Precisehomes Constructions Private Limited ("**Developers/ Attorney**") whereunder Vendors and Confirming Parties No. 2 appointed representatives and nominees of Developers as their true and lawful attorney and conferring upon them all and any Powers and authorities to do and carry out various acts, deeds, matters and things for development of the portion of the Third Property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout.
- 16) By Deed of Conveyance dated 31/01/2024 executed and registered under Sr. No. MLS2-2512-2024 with Sub Registrar Mulshi-2 by 1) Paranjpe Scheme (Construction) Limited ("**Vendor No. 1/PSCL**") of the First Part and 2) Linker Shelter Private Limited ("**Vendor No. 2/LSPL**") of the Second Part (therein referred to as 'Vendors') in favour of (i) Macrotech Developers Limited ("**MDL/Purchaser No. 1**") of the Third Part and (ii) Precisehomes Constructions Private Limited ("**Precise/Purchaser No. 2**") of the Fourth Part, whereunder the said Vendors sold, conveyed, transferred and assured to and unto the Purchasers their respective undivided right, title and interest in respect of the said Third Property comprised in Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout, for valuable consideration and on terms, covenants and conditions stated therein.
- 17) Pursuant thereto, by registered Irrevocable Powers of Attorney dated 31/01/2024, registered with the Sub-Registrar of Assurances at Mulshi-2 under Serial No. MLS2-2513-2024 ("**POA**") executed by Paranjpe Scheme (Construction) Limited (PSCL) and Linker Shelter Private Limited (LSPL) in favour of Macrotech Developers Limited and Precisehomes Constructions Private Limited acting through its Director and / or authorised signatories whereunder the PSCL, PPPL and LSPL do and each of them doth thereby appointed the Macrotech Developers Limited and Precisehomes Constructions Private Limited acting through its Director and / or authorised signatories, as a true and lawful Attorney and conferred upon them powers and authorities to do and carry out all and any acts, deeds, matters and things for and their behalf and in their names for development of the said Third Property comprised in Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout, as stated therein in terms of Deed of Conveyance.
- 18) Memorandum of Understanding dated 13/02//2024 executed by and between Macrotech Developers Limited (MDL) and Precisehomes Constructions Private Limited (Precise) whereunder parties thereto have agreed that Macrotech Developers Limited shall solely and exclusively carry out development of the said Third Property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout on terms and conditions stated therein.
- 19) By Agreement to Sale dated 14<sup>th</sup> October, 2024 ("Agreement to Sale") executed between Paranjpe Scheme (Construction) Limited ("Vendor No.1" or "PSCL") of the First Part and Brickmix Developers Private Limited ("Vendor No. 2" or "BDPL") of the Second Part and Paranjpe Realty Spaces Private Limited ("Vendor No. 3" or "PRSPL") of the Third Part and PSC Properties Private Limited ("Vendor No. 4" or "PSC-PPL") of the Fourth Part (briefly collectively referred to as 'Vendors') and Macrotech Developers Limited ("Purchaser" or "MDL") of the Fifth Part, registered with Sub-Registrar of Assurances at Mulshi-2 under Serial No. MLS2-26855 of 2024, the said Vendors therein inter alia agreed to sell their respective undivided right, title and interest in the said Ninth Property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabout and Tenth Property bearing Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout to Purchasers and also granted development rights in respect of said Ninth Property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabout and Tenth Property bearing Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout unto the said Purchaser for the consideration and on terms and conditions more particularly set out therein.
- 20) Pursuant thereto, by registered Irrevocable Powers of Attorney dated 14<sup>th</sup> October, 2024 executed and registered under Serial No. MLS2-26856 of 2024 with Sub-Registrar of Assurances at Mulshi-2, by 1) Paranjpe Scheme (Construction) Limited, 2) Brickmix Developers Private Limited, 3) Paranjpe Realty Spaces Private Limited and 4) PSC Properties Private Limited ("**Owners / Grantors**") in favour of representatives / nominees of Macrotech Developers Limited ("**Purchasers/Attorney**") whereunder the Owners have appointed the Purchasers acting through their Directors and authorised signatories to be their true and

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lawful Attorney and conferred upon the Purchasers powers and authorities to do and carry out all and any acts, deeds, matters and things for and their behalf and in their names for development of the said Ninth Property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabout and Tenth Property bearing Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout, more particularly described in the Schedule thereunder as stated therein in terms of Agreement to Sale.

- 21) By Deed of Conveyance dated 4<sup>th</sup> February, 2025 executed and registered under Sr. No. MLS-2-4215 of 2025 with Sub Registrar Mulshi by (i) Paranjape Schemes (Construction) Limited ("**PSCL**") (therein referred to as Vendor No.1) of First Part, (ii) Brickmix Developers Private Limited ("**BDPL**") (therein referred to as Vendor No. 2) of Second Part, (iii) Paranjape Realty Spaces Private Limited ("**PRSPL**") (therein referred to as Vendor No. 3) of Third Part (iv) PSC Properties Private Limited ("**PPPL**") (therein referred to as Vendor No. 4) of Fourth Part in favour of Macrotech Developers Limited ("**MDL/Purchaser**"), whereunder the said Vendors sold, conveyed, transferred and assured to and unto the Purchasers their respective undivided right, title and interest in respect of the said Ninth Property bearing Survey No. 128/2A admeasuring 11100 sq.mtrs. or thereabout and Tenth Property bearing Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout, for valuable consideration and on terms, covenants and conditions stated therein.
- 22) By Deed of Conveyance dated 25<sup>th</sup> June, 2025 executed and registered under Sr. No. HVL-11-16239 of 2025 with Sub Registrar Haveli by (i) Paranjape Schemes (Construction) Limited ("**PSCL**") (therein referred to as Vendor No.1) of First Part, (ii) Linkers Shelter Private Limited ("**LSPL**") (therein referred to as Vendor No. 2) of Second Part, (iii) PSC Properties Private Limited ("**PPPL**") (therein referred to as Vendor No. 3) of Third Part in favour of Macrotech Developers Limited ("**MDL/Purchaser**"), whereunder the said Vendors sold, conveyed, transferred and assured to and unto the Purchasers their respective undivided right, title and interest in respect of the said Eleventh Property bearing Survey No. 129/1/1 admeasuring 170 sq.mtrs. or thereabout, Twelfth Property bearing Survey No. 129/2/1 admeasuring 1500 sq.mtrs. or thereabout and Thirteenth Property bearing Survey No. 129/2/2 admeasuring 3000 sq.mtrs. or thereabout, for valuable consideration and on terms, covenants and conditions stated therein.
- 23) Pursuant thereto, by registered Irrevocable Powers of Attorney dated 25<sup>th</sup> June, 2025, registered with the Sub-Registrar of Assurances at Mulshi-2 under Serial No. HVL-11-16452 of 2025 ("**POA**") executed by (i) Paranjape Schemes (Construction) Limited ("**PSCL**") of First Part, (ii) Linkers Shelter Private Limited ("**LSPL**") of Second Part, (iii) PSC Properties Private Limited ("**PPPL**") of Third Part in favour of Macrotech Developers Limited ("**MDL**") of Fourth Part acting through its Director and / or authorised signatories whereunder the PSCL, PPPL and LSPL do and each of them doth thereby appointed the Macrotech Developers Limited acting through its Director and / or authorised signatories, as a true and lawful Attorney and conferred upon them powers and authorities to do and carry out all and any acts, deeds, matters and things for and their behalf and in their names for development of the said Eleventh Property bearing Survey No. 129/1/1 admeasuring 170 sq.mtrs. or thereabout, Twelfth Property bearing Survey No. 129/2/1 admeasuring 1500 sq.mtrs. or thereabout and Thirteenth Property bearing Survey No. 129/2/2 admeasuring 3000 sq.mtrs. or thereabout, as stated therein in terms of Deed of Conveyance.

## V) NA Order

- 1) I have not been furnished with a copy of any Order issued by the Collector Office Pune under Section 44 of the Maharashtra Land Revenue Act. 1966 thereby granting a non-agricultural user permission in respect of the said Larger Property for residential and/or industrial/commercial use purposes ("**NA Order**"). I have not been furnished with Non-

agricultural Taxes (“**NA Taxes**”) Assessment bills in respect of the said Larger Property and receipts evidencing payments thereof.

- 2) I am unable to ascertain whether the said Larger Property is ‘Agricultural Land’ or ‘Non-Agricultural Land’ as on the date of acquisition of the same by PSCL, PPPL and LSPL. I note that PSCL, PPPL and LSPL have not obtained the permission under Section 63 of the Maharashtra Tenancy and Agricultural Lands Act, 1948 (“**MTAL Act**”) i.e. the permission to buy ‘agricultural land’ at the time of acquisition of the said Larger Property. I recommend technical diligence be undertaken in this regard.
- 3) I have also not been furnished with any issued by the Revenue and Forest Department published in the Official Gazette for the State of Maharashtra in terms of Section 88(1)(b) of the MTAL Act whereby it has been declared that the said Larger Property held by PSCL, PPPL and LSPL, has been reserved for non-agricultural use.
- 4) I note that Notification No. TPS1816/P.K.-368/15/37(1KK)/VY/NV-13 dated 22/03/2018 published in Official Gazette by Urban Development Department, Government of Maharashtra for proposal of proposed modification of Development Control Regulation inter alia proposed to modify Special Township Project be replaced by Integrated Township Project for the notified area inter alia includes Pune under provision of MRTTP Act, provides for certain special concessions such as NA Permission, stamp duty, development charge, relaxation under Bombay Tenancy and Agricultural Land Act and Ceiling Limit for holding land etc. With regards to N.A. permission, it states land under approve Master Layout Plan shall be considered as Deemed N.A No separate permission shall be required under the provisions of Maharashtra Land Revenue Code, 1966 and be assessed accordingly.
- 5) Over a period of time, the said proposal for proposed modification of provision of Section 37 (1AA) (A) of Maharashtra Regional Town Planning Act and incorporated the said proposed modification in Development Control Regulation of the said Planning Authority and said modification came to be sanctioned accordingly. Pursuant thereto, Unified Development Control and Promotional Regulation for Pune Metropolitan Region came into force on the date of coming into force of development plan of PMMRDA after his sanctioned. In terms of publication of the said Notification, DC Regulation No. 14.1.1 defined as Integrated Township Project (ITP) Chapter No. 14 Special Scheme incorporated in Unified Development Control and Promotional Regulation. Under the said DC Regulation there are inter alia Special Concessions are given for the development by and under DC Regulation 14.1.1.13 provides “the land under approved Master Plan shall be considered as deemed N.A. No separate permission shall be required under the provisions of Maharashtra Land Revenue Code, 1966. The amount of non-agricultural assessment shall be exempted to the extent of 50% of the normal rate for the land under Integrated Township Project.” Thus, I note that there is Deemed Conversion of the said First Property to Ninth Property for Non-Agricultural (NA use).
- 6) By and under the said Declaration for their respective title to the respective properties and developability thereon, I have been informed by the Paranjape Group that, the said Larger Property falls with the ‘Residential Zone’ and ‘Industrial Zone’ as per the draft or final Regional Plan prepared under the Maharashtra Regional and Town Planning Act, 1966 and further, the said Larger Property is being acquired by PSCL, PPPL and LSPL in order to make the same a part of an Integrated Township Project (ITP) and the ITP policy applicable to the State of Maharashtra provides a relaxation from the MTAL Act i.e. the condition that, only the agriculturist will be eligible to buy the agriculture land shall not be applicable to the project proponents for purchasing agriculture land for ITP.

#### **VI) Zone**

- 1) I have been furnished with a digitally certified Zone Certificate dated 2<sup>nd</sup> May, 2022 bearing reference no. PMRDA/Zone Certificate No. ZC-0005-MU-22-R-07240 issued by Pune Metropolitan Region Development Authority, Pune, to Mr. Yash Paranjape thereby certifying that Survey No. 126 falls within the ‘Residential Zone’ + ‘Industrial Zone’ and is affected by a 12 metre wide road. I recommend technical diligence be undertaken in this regard.
- 2) I have been furnished with a digitally certified Zone Certificate dated 2<sup>nd</sup> May, 2022 bearing reference no. PMRDA/Zone Certificate No. ZC-0005-MU-22-R-07242 issued by Pune Metropolitan Region Development Authority, Pune, to Mr. Yash Paranjape thereby certifying that Survey No. 127 falls within the ‘Residential Zone’ and is affected by a 12 metre wide road. I recommend technical diligence be undertaken in this regard.



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- 3) I have been furnished with a digitally certified Zone Certificate dated 2<sup>nd</sup> May, 2022 bearing reference no. PMRDA/Zone Certificate No. ZC-0005-MU-22-R-07245 issued by Pune Metropolitan Region Development Authority, Pune, to Mr. Yash Paranjape thereby certifying that Survey No. 128 falls within the 'Residential Zone' + 'SEZ Boundary' and is affected by 24 metre and 12 metre wide road. I recommend technical diligence be undertaken in this regard.

## VII) Non-Adivasi Land

I have been furnished with a Letter dated 7<sup>th</sup> March, 2022 bearing reference no. 94/2022 issued by the Tahsil, Mulshi (Paud) to PSCL thereby certifying that the said Larger Property or any part thereof is not an 'adivasi land' or falls within the 'adivasi area'. I recommend technical diligence be undertaken in this regard.

## VIII) MORTGAGE

- 1) By and under a Supplemental Indenture of Mortgage dated 21<sup>st</sup> November, 2023 executed and registered under Serial No. MLS-02-26856 of 2023 with the Office of Sub Registrar and Assurances Mulshi-2 between Precisehomes Constructions Private Limited (therein referred to as "**Borrower / Mortgagor 1**") of the First Part, Macrotech Developers Limited (therein referred to as "**MDL/ Mortgagor 2**") of the Second Part and Mr. Umesh Jambhulkar, Mr. Dattatray Digambar Jambhulkar, Mr. Shivnath Digambar Jambhulkar collectively acting through its duly constituted attorney being MDL and / or PCPL in terms of the Power of Attorney dated 23<sup>rd</sup> March 2023 registered under Sr. No. MLS2-5769-2023 (therein referred to as the "**DA Landowners/Mortgagors 3**") of the Third Part and Piramal Trusteeship Services Private Limited (therein referred to as Security Trustee / Mortgagee / Lender) of the Fourth Part whereunder for due repayment of mortgaged debts, Mortgagors have created mortgage of entire Project Property including land bearing Survey No. 126/3 (Part) identified as Plot No. 1 together with right, title and interest in the entire undertaking along with all right, title and interest of Mortgagors including development right in relation to land admeasuring 40300 sq.mtrs. or thereabout out of of 43400 sq.mtrs. or thereabout lying being and situated at in Village Hinjewadi, Tal. Mulshi, Dist. Pune (Project Property) with exclusion of (i) Owners share and (ii) 126/3 (Part) Plot No. 2 together with proposed building thereon FSI additional or extra present and future relation to the said Property more particularly described in Part B of First Schedule thereunder written as and by way of security for consideration and on the terms, covenants and conditions stated therein.
- 2) By and under Release Deed dated 27<sup>th</sup> January, 2025 registered with Office of Sub-Registrar of Assurances under serial No. MLS-2-3061 of 2025 and executed between Precisehomes Constructions Private Limited (therein referred to as "**Borrower / Mortgagor 1**"; Macrotech Developers Limited (therein referred to as "**MDL/ Mortgagor 2**"; Mr. Umesh Jambhulkar, Mr. Dattatray Digambar Jambhulkar, Mr. Shivnath Digambar Jambhulkar collectively acting through its duly constituted attorney being MDL and / or PCPL in terms of the Power of Attorney dated 23<sup>rd</sup> March 2023 registered under Sr. No. MLS2-5769-2023 (therein referred to as the "**DA Landowners/Mortgagors 3**") and Piramal Trusteeship Services Private Limited (therein referred to as "**Security Trustee**"/"**Mortgagee**"), wherein the Mortgagors inter alia redeemed Deed of Mortgage dated 21<sup>st</sup> November, 2023 registered under No. MLS-02-26856 of 2023 and its and thereupon Mortgagors released and re-conveyed to the Mortgagee land bearing Survey No. 126/3 (Part) identified as Plot No. 1 together with right, title and interest in the entire undertaking along with all right, title and interest of Mortgagors including development right in relation to land admeasuring 40300 sq.mtrs. or thereabout out of of 43400 sq.mtrs. or thereabout lying being and situated at in Village Hinjewadi, Tal. Mulshi, Dist. Pune (Project Property) with exclusion of (i) Owners

share and (ii) 126/3 (Part) Plot No. 2 together with proposed building thereon FSI additional or extra present and future relation to the said Property in terms thereof.

- 3) By and under a Mortgage Deed dated 16<sup>th</sup> July, 2025 registered with Office of Sub-Registrar and Assurances under serial No. HVL-11-18331 of 2025 and executed between Lodha Developers Limited (therein referred to as "**Company/ Mortgagor 1**"), Precisehomes Constructions Private Limited (therein referred to as "**Mortgagor 2**") and Mr. Dattatray Digambar Jambhulkar, Mr. Umesh Jambhulkar, Mr. Shivnath Digambar Jambhulkar collectively acting through its duly constituted attorney being MDL and / or PCPL in terms of the Power of Attorney dated 23<sup>rd</sup> March 2023 registered under Sr. No. MLS2-5769-2023 (therein referred to as the "**DA Landowners/Mortgagors 3**") of the First Part and Catalyst Trusteeship Limited (therein referred to as "**Debenture Trustee**") of the Second Part, the Mortgagors thereby mortgages, assigns, conveys, assures, charges and transfers unto the Debenture Trustee therein the First Property to Eighth Property and Eleventh Property to Thirteenth Property for securing an amount of Rs.350,00,00,000/- on the terms and conditions contained therein.

#### **IX) LITIGATION**

Dhaval Vussonji, Advocate & Solicitors have been furnished with a copy of the Complaint filed before the Court of Civil Judge, senior Division, Pune at Pune for Special Civil Suit No. 17 of 2023 ("**the said Suit**") filed by Swapnil Vitthal Jambhulkar ("**Swapnil / Plaintiff**") against (1) Vithal Baburao Jambhulkar ("**Defendant No. 1**"), (2) Rukmini Vitthal Jambhulkar ("**Defendant No. 2**"), (3) Sanket Vitthal Jambhulkar ("**Defendant No. 3**"), (4) Madhuri Sanket Jambhulkar ("**Defendant No. 4**"), (5) Paranjape Schemes (Construction) Limited ("**Defendant No. 5**"), (6) Linker Shelter Private Limited ("**Defendant No. 6**"), (7) Flagship Infrastructure Private Limited ("**Defendant No. 7**"), (8) Shrikant Purushottam Paranjape ("**Defendant No. 8**"), (9) Pushkar Pramod Apte ("**Defendant No. 9**") (collectively referred to as "the Defendants"). On perusal of the Complaint of the said Suit we note that the same has been filed for Partition and cancellation of Sale Deed dated 26<sup>th</sup> August, 2022 registered under Sr. No. MLS-12844-2022 executed between Vitthal and Paranjape Group and for permanent and mandatory injunction and mandatory Decree. The Plaintiff has claimed that Fourth Property, Fifth Property and Sixth Property ("**Suit Properties**") are ancestral properties of a Joint Hindu Family. I also note that a Notice of Lis-Pendency has been filed for this Suit and same is executed on 5<sup>th</sup> November, 2024 and registered under Sr. No. MLS2-28722-2024 with the Office of Sub Registrar of Assurances, Mulshi. However, Macrotech Developers Limited is not party to the said Suit.

#### **X) Integrated Township Project Approvals**

- 1) I have been provided with a copy of the Location Clearance dated 2<sup>nd</sup> August, 2022 bearing No. TPV-1/4012 issued by the Government of India ("**Locational Clearance**") also with a copy of the Letter of Intent dated 30<sup>th</sup> August, 2022 bearing ref. No. 1467/2022 issued by the Office of the Collector, Pune (Revenue Department) to PSCL ("**ITP-LOI**") for inclusion of land admeasuring 4 Hectares 25 Ares equivalent to 42,500 square metres inter alia the said Larger Property into the already approved Integrated Township Project situated at Village Hinjewadi, Taluka Mulshi, District Pune on the terms and conditions therein contained. I have not been furnished with a copy of the gazette notification by virtue of which the Location Clearance was notified/published. Hence, I cannot ascertain whether or not the notification in the official gazette was published/issued. However, since the LOI has issued by the Collector, I presume that the notification in the official gazette was published/issued.
- 2) On perusal of the Locational Clearance and ITP-LOI, I note as under:
  - 2.1 The 7/12 Extracts are to be updated to reflect the names of PSCL, PPPL and LSPL as the holders of the said Larger Property prior to getting the Master Layout Plan or building approvals whichever is earlier.
  - 2.2 The entries relating to charge of society, charge in the name of mortgagor or other mortgage/charge entries appearing on the 7/12 Extracts of the said Larger Property are required to be removed/deleted prior to getting the Master Layout Plan or building approvals whichever is earlier.
  - 2.3 The validity of the LOI is (two) years from the date thereof.
  - 2.4 The NOC from the Water Department, the NOC from the Forest Department, the Environment Clearance from the Ministry of Environment and Forest, the NOC from the Sub-Divisional Officer, Pune and the NOC from the Archaeological Survey of India were required to be obtained.

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- 2.5 A commitment for continuous power supply to the ITP from the Power Supply Company was required to be obtained.
- 3) By and under a letter dated 8<sup>th</sup> February 2024 bearing reference no. EC24B039MH158294 issued by State Environment Impact Assessment Authority, Maharashtra to PSCL, environment clearance was granted in respect of proposed expansion of Integrated Township and Commercial IT Project "Blue Ridge" at Village Hinjewadi. Further, subject to the terms and conditions as more particularly detailed therein.
  - 4) By and under a Letter dated 9<sup>th</sup> September 2024 issued by the Department of Urban Planning bearing reference no. Ja. Kra. Pra. Yo. Pune/N.A.V.P. "Blue Ridge"/ Paranjape / Hinjewadi / TPV-1/4900 addressed to PSCL, the Department of Urban Planning stated that the necessary fees have to be borne for including Survey No. 128/2/A admeasuring 1.11 Hectare equivalent to 11,100 square meters in the for Integrated Township Schemes and issuance of locational clearance.
  - 5) On perusal of the 2024 LC, it appears that PSCL, was developing a township.
  - 6) By and under a Notification dated 18<sup>th</sup> June 2024 bearing reference no. R.P.Pune/Village-Hinjewadi/ITP/TPV-1/3124 ("**2024 LC**") issued by Government of Maharashtra, Directorate of Town Planning and Valuation the said Property was included with other survey nos. in the "Notified Integrated Township Project" held by PSCL. Further, on perusal thereof, we note that the 10 % premium being a sum of Rs 3,62,310/- (Rupees Three Lakhs Sixty Two Thousand Three Hundred and Ten Only) had been paid in respect of the lands falling under Notified Integrated Township Project and we note that the locational clearance had been granted in respect of the said Property subject to the terms and conditions more particularly detailed therein.
  - 7) On perusal of the 2024 LOI, we note that an application dated 24<sup>th</sup> June 2024 was made by PSCL to the Collector for issuance of a Letter of Intent in respect of the said Property.
  - 8) By and under a Notification dated 11<sup>th</sup> September 2024 bearing reference no. PMH/Kavi/1944/2024 ("**2024 LOI**") issued by the Collector's Office, Pune to PSCL, Collector issued a Letter of Intent in favor of PSCL to develop the said Property under "Notified Integrated Township Project" subject to the terms and conditions as more particularly detailed therein. We note that the 2024 LOI is valid only for a period of 2 (two) years.
  - 9) By and under the said Declaration I have been informed by the Paranjape Group that the Locational Clearance and the ITP-LOI are valid and subsisting and all the terms and conditions in respect thereof have been duly complied with and no breach has been committed of any provisions of the same. I recommend technical diligence be undertaken in this regard. I have not been furnished with any copy of the Revised Master Layout Order and Plan.

## **XI) SEARCH REPORT**

### **LAND SEARCH RECORD IN THE OFFICE OF CONCERNED SUB REGISTRAR**

- 1) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out for the records maintained by the Office of the Sub-Registrar of Assurances in respect of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2 for the period from the year 1994 to 2025 (**i.e. 30 years**) and have been provided

with the Search Report dated 10/09/2022 issued by Rajendra Jaigude, Advocate Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk. On perusal thereof I note that, save and except the documents mentioned hereinabove, no documents affecting the title of the Company in respect of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2 have been found to be registered.

- 2) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out for the records maintained by the Office of the Sub-Registrar of Assurances in respect of the property bearing Survey No. 128/2 for the period from the year 1964 to 2024 (**i.e. 30 years**) and have been provided with the Search Report dated 16<sup>th</sup> August, 2024 issued by Mr. Vishwas Daware, Search Clerk. On perusal thereof I note that, save and except the documents mentioned hereinabove, no documents affecting the title of the Company in respect of the property bearing Survey No. 128/2/A have been found to be registered.
- 3) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out for the records maintained by the Office of the Sub-Registrar of Assurances in respect of the property bearing Survey No. 128/2/1 for the period from the year 1964 to 2024 (**i.e. 30 years**) and have been provided with the Search Report dated 16<sup>th</sup> September, 2024 issued by Mr. Vishwas Daware, Search Clerk. On perusal thereof I note that, save and except the documents mentioned hereinabove, no documents affecting the title of the Company in respect of the property bearing Survey No. 128/2/1 have been found to be registered.
- 4) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out for the records maintained by the Office of the Sub-Registrar of Assurances in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 for the period from the year 1994 to 2025 (**i.e. 30 years**) and have been provided with the Search Report dated 03/07/2024 issued by Mr. Manoj Satam, Title Investigator and Search Report dated 29/05/2025 issued by Mr. Vishwas Daware, Search Clerk. On perusal thereof I note that, save and except the documents mentioned hereinabove, no documents affecting the title of the Company in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 have been found to be registered.
- 5) My client has taken search through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2025. I note that, save and except the documents mentioned hereinabove, no documents affecting the title of the Company in respect of the said Property have been found to be registered.

**ROC Search Report:**

- 1) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried on the online portal of Ministry of Corporate Affairs for PSCL, PPPL and LSPL and have been provided with Search Reports dated 30<sup>th</sup> August, 2022; 30<sup>th</sup> August, 2022 and 20<sup>th</sup> September, 2022 respectively, all issued by Simply Cersai ("**ROC Search Reports**"). On perusal of the ROC Search Reports, I note that no charges/mortgages created by PSCL, PPPL and LSPL in respect of the said Larger Property are recorded therein.
- 2) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried on the online portal of Ministry of Corporate Affairs for PSCL and PPPL and have been provided with Search Reports dated 2<sup>nd</sup> July, 2024 and 2<sup>nd</sup> September 2024 respectively, all issued by Simply Cersai ("**ROC Search Reports**"). On perusal of the ROC Search Reports, I note that no charges/mortgages created by PSCL and PPPL in respect of the said Property bearing Survey No. 128/2 are recorded therein.
- 3) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried on the online portal of Ministry of Corporate Affairs for Linker Shelter Private Limited (LSPL) and have been provided with Search Reports dated 11<sup>th</sup> June, 2025 issued by ANG & Co., Practising Company Secretary ("**ROC Search Reports**"). On perusal of the ROC Search Reports, I note that no charges/mortgages created by PSCL in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 are recorded therein.
- 4) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried on the online portal of Ministry of Corporate Affairs for PSC Properties Private Limited (PPPL) and have been provided with Search Reports dated 11<sup>th</sup> June, 2025 issued by ANG & Co., Practising Company Secretary ("**ROC Search Reports**"). On perusal of the ROC Search Reports, I note that no charges/mortgages created by PSCL in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 are recorded therein.

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- 5) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried on the online portal of Ministry of Corporate Affairs for Macrotech Developer Limited (MDL) and have been provided with Search Reports dated 11<sup>th</sup> June, 2025, issued by ANG & Co., Practising Company Secretary ("**ROC Search Reports**"). On perusal of the ROC Search Reports, I note that no charges/mortgages created by MDL in respect of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2 are recorded therein.
- 6) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried on the online portal of Ministry of Corporate Affairs for Precisehomes Construction Private Limited (PCPL) and have been provided with Search Reports dated 5<sup>th</sup> June, 2025, issued by ANG & Co., Practising Company Secretary ("**ROC Search Reports**"). On perusal of the ROC Search Reports, I note that no charges/mortgages created by PCPL in respect of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2 are recorded therein.
- 7) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried on the online portal of Ministry of Corporate Affairs for Macrotech Developer Limited (MDL) and have been provided with Search Reports dated 12<sup>th</sup> June, 2025, issued by ANG & Co., Practising Company Secretary ("**ROC Search Reports**"). On perusal of the ROC Search Reports, I note that no charges/mortgages created by MDL in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 are recorded therein.
- 8) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried on the online portal of Ministry of Corporate Affairs for Precisehomes Construction Private Limited (PCPL) and have been provided with Search Reports dated 11<sup>th</sup> June, 2025, issued by ANG & Co., Practising Company Secretary ("**ROC Search Reports**"). On perusal of the ROC Search Reports, I note that no charges/mortgages created by PCPL in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 are recorded therein.
- 9) I have relied upon Registrar of Companies Search Report dated 26/07/2025, issued by Sharatkumar Shetty & Associates (Company Secretaries). Upon perusal of the Search Report, I note that the said Search Report does not reveal any adverse entry/ies or charge and security interest in respect of the all that said Property.
- 10) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out on the online portal of Ministry of Corporate Affairs for BDPL and have been provided with Search Report dated 7<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited. On perusal thereof, I note that the charges reflected therein do not pertain to the property bearing Survey No. 128/2/A.
- 11) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out on the online portal of Ministry of Corporate Affairs for NSPL and have been provided with Search Report dated 7<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited. On perusal thereof, I note that the following open charge reflected therein pertains to the property bearing Survey No. 128/2/A.

SR. No.	Date of creation	Charge ID	Charge in favour of
1.	14 <sup>th</sup> June 2019	100273707	IDBI Trusteeship Services Limited

- 12) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out on the online portal of Ministry of Corporate Affairs for PRSPL and have been provided with Search Report dated 7<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited. On

perusal thereof, I note that the charges reflected therein do not pertain to the property bearing Survey No. 128/2/A.

- 13) Dhaval Vussonji, Advocate & Solicitors have caused searches to be carried out on the online portal of Ministry of Corporate Affairs for PSCL and have been provided with Search Report dated 2<sup>nd</sup> July 2024 issued by Cubictree Technology Solutions Private Limited. On perusal thereof, I note that the open charges reflected therein do not pertain to the property bearing Survey No. 128/2/A.

**CERSAI Search Report:**

- 1) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports dated 9<sup>th</sup> June, 2025 and 5<sup>th</sup> June, 2025 all issued by ANG & Co., Practising Company Secretary in respect of Macrotech Developer Limited (MDL) and Precisehomes Construction Private Limited (PCPL) respectively; and Report dated 9<sup>th</sup> June, 2025 issued by ANG & Co., Practising Company Secretary in respect of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2 ("**CERSAI Search Reports**"). On perusal of the CERSAI Search Reports, I note no charges/mortgages in respect of the property bearing Survey No. 126/1, 126/2, 126/3, 127/2, 127/3, 127/4, 128/1/1 and 128/1/2 are recorded therein.
- 2) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports dated 9<sup>th</sup> June, 2025, 11<sup>th</sup> June, 2025, 11<sup>th</sup> June, 2025 and 11<sup>th</sup> June, 2025 respectively, all issued by ANG & Co., Practising Company Secretary in respect of Macrotech Developer Limited (MDL), Precisehomes Construction Private Limited (PCPL), Linker Shelter Private Limited (LSPL), PSC Properties Private Limited (PPPL) respectively; and Report dated 11<sup>th</sup> June, 2025 issued by ANG & Co., Practising Company Secretary in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 ("**CERSAI Search Reports**"). On perusal of the CERSAI Search Reports, I note no charges/mortgages in respect of the property bearing Survey No. 129/1/1, 129/2/1 and 129/2/2 are recorded therein.
- 3) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports issued by Cubictree Technology Solutions Private Limited in respect of the property bearing Survey No. 128/2/A and have been issued a Report dated 10<sup>th</sup> August 2024. On perusal thereof, we note that the following charges all dated 18<sup>th</sup> June 2024 respect of the property bearing Survey No. 128/2/A are reflected therein:-
  - a. Asset ID 200083781139 and Transaction ID 200313962204 on area admeasuring 50,600 square meters.
  - b. Asset ID 200313962185 and Transaction ID 200313962204 on area admeasuring 44,507 square meters.
  - c. Asset ID 200083781198 and Transaction ID 200313962140 on area admeasuring 11,100 square meters.
  - d. Asset ID 200083781176 and Transaction ID 200313962185 on area admeasuring 44,507 square meters.
- 4) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports issued by Cubictree Technology Solutions Private Limited in respect of NSPL and have been issued a report dated 2<sup>nd</sup> July 2024. On perusal thereof, I note that no charges are reflected therein.
- 5) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports issued by Cubictree Technology Solutions Private Limited in respect of PSCL and have been issued a report dated 2<sup>nd</sup> July 2024. On perusal thereof, I note that the charges reflected therein do not pertain to the property bearing Survey No. 128/2/A or any part thereof.
- 6) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports issued by Cubictree Technology Solutions Private Limited in respect of BDPL and have been issued a report dated 9<sup>th</sup> August 2024. On perusal thereof, I note that the following charges all dated 18<sup>th</sup> June 2024 in respect of the property bearing Survey No. 128/2/A are reflected therein save and except the 2024 VIIL Mortgage, no other mortgages are reflected therein.

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- a) Transaction ID 200316530270 charge created on the property bearing Survey No. 128/2/A
  - b) Transaction ID 200313962140 charge created on area admeasuring 44,507 square meters
  - c) Transaction ID 200316530270 charge created on the property bearing Survey No. 128/2/A
- 7) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports issued by Cubictree Technology Solutions Private Limited in respect of PRSPL and have been issued a report dated 9<sup>th</sup> August 2024. On perusal thereof, I note that save and except the 2024 VIIL Mortgage, no other mortgages are reflected therein.
  - 8) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports issued by Cubictree Technology Solutions Private Limited in respect of property bearing Survey No. 128/2/1 and have been issued a report dated 23<sup>rd</sup> September 2024. On perusal thereof, I note that no mortgages are reflected therein.
  - 9) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports issued by Cubictree Technology Solutions Private Limited in respect of PSCL and have been issued a report dated 2<sup>nd</sup> July 2024. On perusal thereof, I note that the charges reflected therein do not pertain to property bearing Survey No. 128/2/1 or any part thereof.
  - 10) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted on the online portal of CERSAI and have been furnished with Reports issued by Cubictree Technology Solutions Private Limited in respect of PPPL and have been issued a report dated 31<sup>st</sup> August 2024. On perusal thereof, I note that no mortgages are reflected therein.

### **Litigation Search Report:**

- 1) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against PSCL before various Courts in India; and have been provided with the Report dated 6<sup>th</sup> September, 2022 issued by Karza Technologies. Based on the said Report, the litigations and/or proceedings that were and are filed by and/or against PSCL as set out in the said Report. I have not been furnished with any documents/papers/orders pertaining to the said litigations and/or proceedings. By and under the said Declaration, I have been informed by PSCL that, none of the litigations and/or proceedings as set out in said Report (i) pertain to the said Larger Property; and/or (ii) affect the rights, title and interest of PSCL in respect of the said Larger Property; and/or (iii) no adverse order/s has/have passed in any of the disposed/pending litigations and/or proceedings thereby affecting/impacting the rights, title and interest of PSCL in respect of said Larger Property and/or affecting the sale, transfer and/or development thereof.
- 2) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against PPPL before various Courts in India; and have been provided with the Report dated 30<sup>th</sup> August, 2022 issued by Karza Technologies. Based on the said Report, the litigations and/or proceedings that were and are filed by and/or against PPPL as set out in said Report. I have not been furnished with any documents/papers/orders pertaining to the said litigations and/or proceedings. By and under the said Declaration, I have been informed by PPPL that, none of the litigations and/or proceedings as set out in said Report (i) pertain to the said Larger Property; and/or

- (ii) affect the rights, title and interest of PPPL in respect of the said Larger Property; and/or  
(iii) no adverse order/s has/have passed in any of the disposed/pending litigations and/or proceedings thereby affecting/impacting the rights, title and interest of PPPL in respect of said Larger Property and/or affecting the sale, transfer and/or development thereof.
- 3) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against LSPL before various Courts in India; and have been provided with the Report dated 22<sup>nd</sup> September, 2022 issued by Karza Technologies. Based on the said Report, the litigations and/or proceedings that were and are filed by and/or against LSPL as set out in said Report. I have not been furnished with any documents/papers/orders pertaining to the said litigations and/or proceedings. By and under the said Declaration, I have been informed by LSPL that, none of the litigations and/or proceedings as set out in said Report (i) pertain to the said Larger Property; and/or (ii) affect the rights, title and interest of LSPL in respect of the said Larger Property; and/or (iii) no adverse order/s has/have passed in any of the disposed/pending litigations and/or proceedings thereby affecting/impacting the rights, title and interest of LSPL in respect of said Larger Property and/or affecting the sale, transfer and/or development thereof.
- 4) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against (1) Abhishek Devram Jambhulkar, (2) Chaitrali Devram Jambhulkar, (3) Gokul Sopan Jambhulkar, (4) Kaveri Devram Jambhulkar, (5) Vitthal Baburao Jambhulkar, (6) Nalanda Shelter Private Limited, (7) Gyanoba Baburao Jambhulkar and (8) Lakshmi bai Devram Jambhulkar ("Erstwhile Owners") before various Courts in India before various Courts in India; and have been provided with the Report dated 19<sup>th</sup> September, 2022 issued by Karza Technologies. Based on the said Report, the litigations and/or proceedings that were and are filed by and/or against LSPL as set out in said Report. I have not been furnished with any documents/papers/orders pertaining to the said litigations and/or proceedings. By and under the said Declaration, I have been informed by the Paranjape Group that, none of the litigations and/or proceedings as set out in said Report (i) pertain to the said Larger Property; and/or (ii) affect the rights, title and interest of the Erstwhile Owners in respect of the said Larger Property; and/or (iii) no adverse order/s has/have passed in any of the disposed/pending litigations and/or proceedings thereby affecting/impacting the rights, title and interest of the Erstwhile Owners in respect of said Larger Property and/or affecting the sale, transfer and/or development thereof.
- 5) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits in respect of said Property before various Courts in India; and have been provided with the Report dated 4<sup>th</sup> July 2024 issued by Cubictree Technology Solutions Private Limited. On perusal thereof, I note that no litigations are reflected therein.
- 6) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against NSPL before various Courts in India; and have been provided with the Report dated 12<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited. On perusal thereof, I note that no litigations are reflected therein.
- 7) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against BDPL before various Courts in India; and have been provided with the Report dated 12<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited. on perusal thereof, I note that no litigations have been reflected therein.
- 8) Dhaval Vussonji, Advocate & Solicitors have caused searches to be conducted online in relation to pending suits filed by and/or against PRSPL before various Courts in India; and have been provided with the Report dated 12<sup>th</sup> August 2024 issued by Cubictree Technology Solutions Private Limited. On perusal thereof, I note that no litigations have been reflected therein.

**XII) Development Plan and Remarks (DP Plan & Remarks)**

I have not been furnished with any DP Plan and Remarks issued by Pune Municipal Corporation / Pune Metropolitan Region Development Authority for the said Larger Property. I recommend technical diligence in this regard.

**XIII) REVENUE RECORDS**

On perusal of the Village Extract form 7/12 (Record of Rights) in respect of the said Larger Property, and I observed that barring 7/12 Extract of property bearing



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- (1) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflects in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 329 sq.mtrs. or thereabout and (ii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 3471 sq.mtrs. or thereabout as the Land Holders of the First Property in Hinjewadi Village.

- (2) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflects in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 329 sq.mtrs. or thereabout and (ii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 3571 sq.mtrs. or thereabout as the Land Holders of the Second Property in Hinjewadi Village.

Further, in the case of Second Property, there is deletion in Other Rights Column of 7/12 Extract of the encumbrances of Rs.2,50,000/- and Rs.41,93,700/- from Shramjeevi Nagri Patsanstha Mayardit.

- (3) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflects in the name (i) Pranpje Schemes (Constructions) Limited to the extent of 1800 sq.mtrs. or thereabout, (ii) Umesh Digambar Jambhulkar & 2 others to the extent of 4400 sq.mtrs. or thereabout and (iii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 8400 sq.mtrs. or thereabout as the Land Holders of the Third Property in Hinjewadi Village.

Further, in the case of Third Property, there is a remark in Other Rights Column of 7/12 extract that the encumbrances of Piramal Trusteeship Services Private Limited.

- (4) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflects in the name of Precisehomes Constructions Private Limited and Macrotech Developers Limited as the Land Holder of the Fourth Property in Hinjewadi Village.

Further, in the case of Fourth Property,

- (i) there is a remark entered in Other Rights Column of Rs.1,15,50,025/-, which had been levied as penalty payable under the provision of Section 84C of Bombay Tenancy and Agricultural Land Act, 1948 and  
(ii) Deletion of said remark in Other Rights Column of 7/12 extract that the encumbrances of Rs.1,15,50,025/-.

- (5) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflected in the name of Precisehomes Constructions Private Limited and Macrotech Developers Limited as the Land Holder of the Fifth Property in Hinjewadi Village.

Further, in the case of Fifth Property, there is deletion of encumbrance of Hinjewadi Co-operative Society entered in Other Rights Column of 7/12 extract.

- (6) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflected in the name of

Precisehomes Constructions Private Limited and Macrotech Developers Limited as the Land Holder of the Sixth Property in Hinjewadi Village.

- (7) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflected in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 321 sq.mtrs. or thereabout and (ii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 3279 sq.mtrs. or thereabout as the Land Holders of the Seventh Property in Hinjewadi Village.

Further, in case of Seventh Property, there is a remark entered in Other Rights Column of 7/12 extract Lease Agreement between Pranpje Schemes (Constructions) Limited, PSC Properties Private Limited, Linker Shelter Private Limited, Precisehomes Constructions Private Limited, Macrotech Developers Limited and Maharashtra State Electricity Distribution Company Limited.

- (8) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflected in the names of (i) Pranpje Schemes (Constructions) Limited to the extent of 321 sq.mtrs. or thereabout and (ii) Precisehomes Constructions Private Limited and Macrotech Developers Limited to the extent of 3279 sq.mtrs. or thereabout as the Land Holders of the Eighth Property in Hinjewadi Village.

Further, in case of Eighth Property, there is a remark entered in Other Rights Column of 7/12 extract (i) 99 years Lease Agreement between Precisehomes Constructions Private Limited and Maharashtra State Electricity Distribution Company Limited and (ii) Lease Agreement between Pranpje Schemes (Constructions) Limited, PSC Properties Private Limited, Linker Shelter Private Limited, Precisehomes Constructions Private Limited, Macrotech Developers Limited and Maharashtra State Electricity Distribution Company Limited.

- (9) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflected in the name of (i) Nalanda Shelter Private Limited to the extent of 39500 sq.mtrs. or thereabout and (ii) Macrotech Developers Limited to the extent of 11100 sq.mtrs. or thereabout as the Land Holder of the Ninth Property in Hinjewadi Village.

Further, in the case of Ninth Property, there is a remark in Other Rights Column of 7/12 extract that the encumbrances of IDBI Trusteeship Services Private Limited.

- (10) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflects in the names of (i) Vishnu Haribhau Gaikwad to the extent of 200 sq.mtrs. or thereabout, (ii) Gopal Bulakhi Bhirud to the extent of 250 sq.mtrs. or thereabout, (iii) Rajni Vasudev Nemade and Dhiraj Vasudev Nemade to the extent of 200 sq.mtrs. or thereabout, (iv) Ravindra Laxman Chaudhari to the extent of 250 sq.mtrs. or thereabout, (v) Gokul Sopan Jambhulkar to the extent of 500 sq.mtrs. or thereabout, (vi) Mangal Kaluram Hulavale to the extent of 100 sq.mtrs. or thereabout, (vii) Poonam Ramdas Vidhate to the extent of 300 sq.mtrs. or thereabout, (viii) Nanda Sharad Kondedeshmukh, Kapil Sharad Kondedeshmukh, Sheetal Sandip Hulavale & Seema Datta Bhilare to the extent of 100 sq.mtrs. or thereabout, (ix) Vinayak Parshuram Ranwade to the extent of 300 sq.mtrs. or thereabout and (ii) Macrotech Developers Limited to the extent of 300 sq.mtrs. or thereabout as the Land Holders of the Tenth Property in Hinjewadi Village.

- (11) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflected in the name of Pranpje Schemes (Constructions) Limited and Linker Shelter Private Limited to the extent of 170 sq.mtrs. or thereabout as the Land Holder of the Eleventh Property in Hinjewadi Village.

- (12) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumigov.in/> uploaded therein reflected in the name of Pranpje Schemes (Constructions) Limited, PSC Properties Private Limited and Linker Shelter Private Limited to the extent of 1500 sq.mtrs. or thereabout as the Land Holder of the Twelveth Property in Hinjewadi Village.

Further, in the case of Twelveth Property,

- (i) there is Deletion of said remark in Other Rights Column of 7/12 extract that the encumbrances of Shree Sevagiri G. B. Co-op. Patsanstha Limited Rs.1,50,000/-.
  - (ii) Deletion of said remark in Other Rights Column of 7/12 extract that the encumbrances of Hinjewadi Vikas Sahakari Society Rs.15,000/- and
  - (iii) Deletion of said remark in Other Rights Column of 7/12 extract that the encumbrances of Shree Sevagiri G. B. Co-op. Patsanstha Limited Rs.8,57,008/-.
- (13) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name of Pranjpe Schemes (Constructions) Limited, PSC Properties Private Limited and Linker Shelter Private Limited to the extent of 3000 sq.mtrs. or thereabout as the Land Holder of the Thirteenth Property in Hinjewadi Village.

Further, in case of Thirteenth Property, there is a remark entered in Other Rights Column of 7/12 extract Lease Agreement between Pranjpe Schemes (Constructions) Limited, PSC Properties Private Limited, Linker Shelter Private Limited, Precisehomes Constructions Private Limited, Macrotech Developers Limited and Maharashtra State Electricity Distribution Company Limited.

#### **XIV) MISCELLANEOUS / Other Observations**

- i) Dhaval Vussonji, Advocate & Solicitors have issued a public notice on 13<sup>th</sup> September, 2022, 21<sup>st</sup> May, 2024 and 21<sup>st</sup> August, 2024, in the Times of India (Pune Edition) and Maharashtra Times (Pune Edition) calling for third party claims, if any, to the said Larger Property and they have not received claims/objections pursuant thereto till date.
- ii) I note that in the Title Opinion of Dhaval Vussonji, Advocate & Solicitors inter alia mentioned that (i) they have been furnished with the originals of the documents listed in the Second Schedule thereunder written for undertaking inspection thereof, (ii) It is also noted that the documents specified in the Second Schedule thereunder written are in the custody of the Paranjape Group, (iii) By and under the said Declaration they have been informed by the Paranjape Group that, none of the original documents of title are lost/ misplaced/ untraceable or deposited with any bank/lender or any third party. Dhaval Vussonji, Advocate & Solicitors have undertaken inspection of the original documents specified in the Second Schedule thereunder written, (iv) The Sale Deed dated 12<sup>th</sup> April, 2019 registered with Office of Sub-Registrar and Assurances under Serial No. 8663 of 2019 and executed between of Nalanda Shelters Private Limited (therein referred to as Vendor) of the One Part and Flagship Infrastructure Limited (therein referred to as Purchaser) of the Other Part in respect of Survey Nos. 126/1, 126/2, 126/3, 128/1/1 and 128/1/2 was not furnished to us for inspection and (v) They are unable to ascertain in whose custody and possession the same is.
- iii) I have not been provided with the Memorandum of Association and Articles of Association of PSCL, PPPL and LSPL and therefore, they are unable to ascertain whether there is any restriction on mortgage, charge, transfer or otherwise dealing with all or any part of the property, undertaking assets and rights of PSCL, PPL and/or LSPL. Further, since PSCL is a public company, pursuant to Section 180 of the Companies Act, 2013, it is mandatory that a special resolution be passed prior to the sale, transfer, creation of the mortgage, etc. in respect of the said Larger Property.

- iv) I assume that technical due diligence in respect of the said Larger Property and the construction thereon as regards requisite approvals, sanctions, NOCs, building permissions, environmental clearances including the consent to establish and operate, FSI/TDR available, physical survey, reservations, religious structures, heritage structures, road access, electricity sub-stations, underground pipes, high tension wires, etc. have/will be duly conducted.
- v) I have not been furnished with any Land Revenue Assessment Bill, Property Tax Bill, etc. and their respective payment receipts.
- vi) By and under the said Declaration they have been informed by the Paranjape Group that there are no electricity and/or water connection presently availed in respect of the said Property and also there are no structures/buildings standing thereon.
- vii) The information, and the copies (that is, ordinary copies, photocopies, translated copies and certified true copies, as applicable) of the documents, records and writings furnished to me and referred to and/or relied upon by me, are complete and accurate, and, wherever applicable, faithful reproductions of the originals thereof.
- viii) The aspects of zoning, permitted user, reservations/set back, Development Potential /Floor Space Index and developability of the said Property fall within the scope of the an Architect review and I express no views about the same. Since my scope of work does not include considering the aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said Property nor have commented on development aspect etc. thereof.
- ix) I have prepared Legal Title Report and Flow of Title based on the copies of documents made available for my inspection limited to information provided to me and based upon the provision of applicable laws prevailing at the present time and the facts of the matter as comprehend by and limited to the information provided to me. Any variance of the facts or of law may have caused a corresponding in my Legal Title Report vis-à-vis Flow of Title.

#### **XV) CONCLUSION**

On the basis of and relying upon the perusal photocopies of relevant (i) Title documents; (ii) Revenue Records as uploaded on Portals of <https://bhulekh.mahabhumigov.in/>; (iii) Orders/Permissions, Notifications for acquirement of the said property (iv) Search Data of Search conducted in Offices of concerned Sub Registrar and Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record and (v) Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Lodha Developers Limited and relying on representations, information and explanation gathered in connection therewith, I am of the opinion that subject to pending Litigation and subsisting Mortgages, in view of what is set out in Flow of Title being Annexure-A-Flow of Title hereto, title of

- (A) (i) Lodha Developers Limited (formerly known as Macrotech Developers Limited) and Precisehomes Constructions Private Limited as the Promoters/Developers, entitled to the property bearing Survey No. 126/1 admeasuring 3471 sq.mtrs. or thereabout, Survey No. 126/2 admeasuring 3571 sq.mtrs. or thereabout, portion of the property bearing Survey No. 126/3 admeasuring 8400 sq.mtrs. or thereabout, Survey No. 127/2 admeasuring 7700 sq.mtrs. or thereabout, Survey No. 127/3 admeasuring 3000 sq.mtrs. or thereabout, Survey No. 127/4 admeasuring 3200 sq.mtrs. or thereabout, Survey No. 128/1/1 admeasuring 3279 sq.mtrs. or thereabout, Survey No. 128/1/2 admeasuring 3279 sq.mtrs. or thereabout, Survey No. 128/2/A admeasuring 11100 sq.mtrs. or thereabout, Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout, Survey No. 129/1/1 admeasuring 170 sq.mtrs. or thereabout, Survey No. 129/2/1 admeasuring 1500 sq.mtrs. or thereabout and Survey No. 129/2/2 admeasuring 3000 sq.mtrs. or thereabout as absolute the Land Holders / Owners with complete development rights for the same and
- (ii) Lodha Developers Limited (formerly known as Macrotech Developers Limited) as the Owner/Developer, entitled to the property bearing Survey No. 128/2/A admeasuring 11100 sq.mtrs. or thereabout, Survey No. 128/2/1 admeasuring 300 sq.mtrs. or thereabout, Survey No. 129/1/1 admeasuring 170 sq.mtrs. or thereabout, Survey No. 129/2/1 admeasuring 1500 sq.mtrs. or thereabout and Survey No. 129/2/2 admeasuring 3000 sq.mtrs. or thereabout as absolute the Land Holder / Owner with complete development rights for the same and

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- (iii) Lodha Developers Limited (formerly known as Macrotech Developers Limited), as the Promoter / Developer with entitlement for development rights of the portion of Third Property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout and carrying out development thereon,

I am of the opinion that in view of what is set out in Flow of Title being Annexure-A hereto and subject to subsisting mortgage as mentioned hereunder, the title of (i) Lodha Developers Limited (formerly known as Macrotech Developers Limited) and (ii) Precisehomes Constructions Private Limited as the Owners of the portion of the said said First Property, Second Property, forming part of Third Property, Fourth Property to Eighth Property, (ii) Lodha Developers Limited (formerly known as Macrotech Developers Limited) as the sole Owners of the said Ninth Property to Thirteenth Property and further (iii) Lodha Developers Limited (formerly known as Macrotech Developers Limited) and (ii) Precisehomes Constructions Private Limited as the Developer of the remaining portion of the Third Property bearing Survey No. 126/3 admeasuring 4400 sq.mtrs. or thereabout out of 14600 sq.mtrs. or thereabout, is clear and marketable.

- (B) I am of further opinion that pursuant to
- (i) Memorandum of Understanding dated 10/05/2023 between Macrotech Developers Limited "as MDL" of One Part and Precisehomes Constructions Private Limited "as Precise" of Other Part and notarised Power of Attorney dated 12/05/2023 by Precisehomes Constructions Private Limited in favour of Macrotech Developers Limited thereof for development of the First Property, Second Property, and Fourth Property to Eighth Property and,
- (ii) Memorandum of Understanding dated 21/11/2023 between Macrotech Developers Limited "as MDL" of One Part and Precisehomes Constructions Private Limited "as Precise" of Other Part and notarised Power of Attorney dated 21/11/2023 by Precisehomes Constructions Private Limited in favour of Macrotech Developers Limited thereof for development of the Third Property admeasuring 8400 sq.mtrs. or thereabout and,
- (iii) Memorandum of Understanding dated 13/02/2024 between Macrotech Developers Limited "as MDL" of One Part and Precisehomes Constructions Private Limited "as Precise" of Other Part and notarised Power of Attorney dated 13/02/2024 by Precisehomes Constructions Private Limited in favour of Macrotech Developers Limited thereof for development of the Third Property admeasuring 4400 sq.mtrs. or thereabout,

subject to subsisting mortgage, title of Lodha Developers Limited (formerly known as Macrotech Developers Limited) as the Developer with entitlement of development rights of the Third Property and carry out development of thereon and also deal with and disposed off the Premises constructed on the said Property, is clear and marketable.

Dated this 23<sup>rd</sup> day of July, 2025.



**(K. P. Mahajan)**  
**Advocate High Court, Bombay**