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Ref No.: GODREJ/SKH-PAN/190812/01

August 12, 2019

Τa.

Godrej Properties Limited Godrej One,5th floor Pirojsha Nagar, Eastern Xoress Highway, Vikhrori (East), Mumbai 400079.

> Re: All that piece and parcel of land admeasuring 4 Meetare 88 Are 84 Prati lying, being and situated at Village Bhadwad and Temghar, Taluka Bhiwandi, District Thane and Sub-District Thane within the local limits of Shiwandi Nizampur Municipal Corporation.

I. BACKGROUND

Upon the instructions of Godrej Properties Limited (**Godre**), we have caused a due diligence on the rights, title and interest of Prakhhyat Dwellings LLP (erstwhile Shreeshyam Housing) (**Prakhhyat**) over the property (**Property**) described in Section 3 of this report (**Report**)

II. PROPERTY DESCRIPTION

A. Property under Ownership

All the piece and parcels of land bearing the following Survey Nos, and Hissa Nos, iving being and situated at the following villages, Taluka Bh wands, District Thane and Sub-District Talane within the local limits of Bhiwanci Nizampur Municipal Corporation:

Survey and Hissa No.		Village	Area (in H-R-P)
40/3/2		Bhadwad	0.03.0
40/4		Bhedwed	0-06-8
42		Bhadwad	0 14 7
43/2		Bhadwed	0-04-0
45/7		Bhadwad	J-18-7
58/11		Chadwad	J-12-0
58/13		6hadwad	0-12-0
58/17		Bhadwad	004-0
58/21		Bhadwad	0-05-J
58/22	-	Bhadwad	0-03-0
129/2	(part)	Temphar	0-1-7 (ou:



(now merged		of total
with 129/2/1J	I	erca of C-'
_		18-1
[40/€ (pa rt)	Bhadwad	0 11-54 1
i		logether .
		with
1		Krishna's
		undivided
		ishare in
		· balance
		area of 0H-
I		2R 16P out
I.		of total;
		area (0-13)
i		7 :
44/1	Bhadwad	10-29-21 T
58/20 (part)	Bhadwad	0-51-09
	Í	put of the
I	I	tota area
	İ	of (04-748-
	' 	02
	, 	: i
128/3 (parti 👘	·	1-00-7 aut .
(earlier 128/3/1	Temghan	at the :
(part),		total area ;
128/3/1/1(part),		of 1875
128/3/2 and ²		1 SOF
128/30/2;		I
i	1	I
	Total	2H-798-
:		24P

(hereinafter, collectively referred to as the Ownership Property)

8. Property under Development Rights

All the piece and parcels of land bearing the following Survey Nos, and missa Nos, lying being and situated at the following villages, Taluka Bhiwandi, District Thate and Sub District Thate within the local limits of Bhiwandi Nizampur Municipal Corporation:

_. ___ ī. Village Ajrea Sarvey and Hissa No. 🕤 in H-R-P) L -- -- shadwad C-DS-1 44/3/1 н

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44/2/2	Bhadwad	6-05-3
44/4	Bhadwad	3-14-9
44/5	Bhadwad	0-12-1
44/6	Bhadwad	: 0-03-3
43/3	Bhadwad	10-01-0 i
. 44/2 (now .	Bhadwad	0-10-5 :
+ 44/2/2) · · ·		: !
40/1 (part)	Bhadwad	0.050 .
Incw 40/1		• :
j part/2)		
40/5	Bhadwad	0-15 7
40/7	Bnadwad	0 04 3
40/12	Bhadwad	0-03-8
83/3	Bhadwad	0-03-3
83/6	Bhadwad	0-02-8
B3/7	Bhaowad	0-03-8
83/9	Bhadwad	0-05-3
40/13/2	Bhadwad	0-47-8
40/13/1/A	Bhadwad	0-43-5
128/3 (part)	Temphar	0-72-3 out
Tearlier		of the totai '
228/3/1 (part),		, area of 1H-
228/3/1/11part		·75 80P
), 128/3/2 and ³ 		
(128/39/2)		· _·
	Total	211-09R+ 1
.		60P
		_

(hereinafter, collectively referred to as the Development Property)

The Ownership Property and the Development Property totally admoasuring in aggregate 4. Hectare 88 Are 84 Pratiliare hereinafter collectively referred to as the said Property.

The reference of the said Property used under each heads under Paragraph ()) below, shall mean and include the extent of the property in which Prakbhyal has acquired rights in the respective survey numbers as referred to each individual section of Paragraph ()).

III. TITLE REPORT

1. Survey No. 4D Hissa No. 3/2 (Earlier 40 hissa no. 3)

A. <u>Title Document of Prakhnyat</u>

By and under a deed of conveyance dated May 13, 2016 (hereinafter, for the purpose of this Section, referred to as the **Deed of Conveyance**) executed by and between Balaram Shripati



Tate and Shakuntala Shivaji and Prakhhyat and registered with the office of Sub Registrar of Assurance at Serial No. BVD-1/3610 of 2016. Bolaram Shripat Tate and Shakuntala Shivaji conveyed the said Property to Prakhhyat for a total consideration of Rs. 29,69,000 (ruppes twenty nine lakh twenty sixty nine thousand). Prakhhyat accordingly acquired ownership rights of the said Property. The Deed of Conveyance records that the vendors have received the entire consideration and have handed over the possession of the said Property to Prakhhyat. The name of Prakhhyat has been recorded as the owner of said Property on the 7/12 extract vide Mutation Entry No.1247 dated June 7, 2016.

B <u>Revenue Records</u>

The name of Prakhhyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019.

C. <u>Charae</u>

By and under the LiP Agreement dated September 2, 2016 executed between Praktinyat Assets LLPand (i) Sanctep Suraj Prakash Sagla, (ii) Sumit Rajendrapresad Bhalotia and (ii) Naresh Jagdish Sharma and Godre; Properties Limited and Prakhbyat, Prakbhyat has created charge on rights acquired by Prakhbyat on the said Property, on September 2, 2016 to secure the repayment of Joan of INR 12,00,00,000 (Indian Rupees Twelve Crores Only) in favour of Godrej Properties Limited

2. Survey No. 40 Hissa No. 4

A Title Document of Prakhhyat

By and under a deed of conveyance dated June 8, 2016 (Sereinafter, for the purpose of this Section, referred to as the **Deed of Conveyance**) executed by and between Suverna Hanuman Tare and Pawan Hanuman Tare and Prakhhyat registered with the office of Sub-Registrar of Assurance at Serial No. BVD-1/4245 of 2016, Pawan Hanuman Tare and Suvarna Hanuman Tare conveyed the said Property to Prakhhyat for a total consideration of Rs 20.69 COD (rupees twenty nine lakh sixty nine thousand). Prakhhyat accordingly acquired ownership rights of the said Property. The Deed of Conveyance records that the vendors have received the entire consideration and have handed over the possession of the said Property to Prakhhyat. The name of Prakhlyat has been recorded as the owner of said Property on the 7/12 extract vide Mutation Entry No. 1339 dated April 4, 2018.

B. <u>Revenue Records</u>

The name of Praxonyas is reflected as the owner on the 7/12 extracts of the said Property for the year 2019.



C. <u>Cltorae</u>

By and under the LLP Agrooment dated September 2, 2016 executed between Prakhilyat Assets LLPand (i) Sandeep Suraj Prakash Bagla, (ii) Sumit Rajendraprasad Braiotia and (ii) Naresh Jagdish Sharma_and Godrej Properties Limited and Prakhhyat. Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of loan of INR 12,00,00,000 (Indian Ruppes Twelve Crores Only) in favour of Godrej Properties Umited.

3. Survey No. 42

A. Jitle Document of Prokhhyat

By and under a deed of ronveyance dated September 16, 2014 (hereinatter, for the purpose of this Section, referred to as the **Deed of Conveyance**) executed by and between (i) Balram Vithu Pelare, (ii) Barkuba Vithu Pelare (iii) Sumatibai Bairam Pulare, (iv) Santosh Bairam Pulare, (v) Jitendra Balram Pulare (vi) Reena Baliram Fulare, (vi) Lanta Rajesh Naik and (viii) Yogita Rajkumar Shelake as vendors (**Balaram & others)** and **M**/s Shree Shyam Housing (**Shreeshyam**) (now Prakhnyat) as purchaser, and registered with the office of Sub-Registrar of Assurance at Serial No. BVD-1/7070 of 2014. Balaram & others conveyed the said Property to Shreeshyam (now Prakhnyat) for a total consideration of Rs 30,25,000 (ropees thirty lake twenty five thousand). Prekhnyat accordingly acquired ownership rights of the said Property. The Deed of Conveyance records that the vendors have received the entire consideration and have nanded over the possession of the said Property to Prakiniyat. The name of Prakhnyat has been recorded as the owner of said Property on the 7/12 extract vide Mutation Entry No. 1200 pated June 23, 2015

B. <u>Revenue Records</u>

The name of Prakohyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019.

C. Charge

By and under the LLP Agreement dated Soptember 2, 2016 executed between Prakhhyat Assets LLPand (ii) Sandeep Sura, Prokash Bagia, (iii) Sumit Rajendraprasad Bhalotia and (ii) Noresh Jagdish Shaima and Godrej Properties Limited and Prakhhyat. Prakhhyat has created charge on rights accuired by Prakhhyat on the said Property, on September 2, 2015 to secure the repayment of Iban of INR 12,00,00,000 (indian Rubees Twelve Crores Only) in favour of Godrej Properties Limited.



Survey No. 43 Hissa No. 2

A. Title Document of Prakhhyat

By and under a Deed of Conveyance dated April 28, 2016 and registered at Serial No. BVD 1/4207 of 2016 (Deed of Conveyance) executed between Ganesh Biloir and Pandurang Dhonde, as the vendors . (i) Kastinath Balu Thakur, (ii)Tal Sitaram Bhagat, (iii) Lilabai Nago Bhoir, (iv) Kalubai Tulasiram, (v) Suthan Savlaram Bhoir, (vi) Pravin Khandu Thakre , (vii)Vikas Khandu Thakre , (vii)Kiran Khandu Thakare , (ix) Kaluram Khandu Thakare , (ix) Pramod Khandu Thakare (ixi) Priti Khandu Thakare (ixii) Kamlabai Khandi: Thakare , as the confirming parties and Prakhhyat as the burchaser, Ganesh Bhoir and Pandurang Dhonde conveyed the said property to Prakhhyat Dwelling LLP (Prakhbyat) for a consideration sum of Rs. 25,60,000 (Rupees twenty-five takhs sixty thousand). Prakhhyat accordingly acquired ownership rights of the said Property. The Deed of Conveyance records that the vendors have received the entire consideration and have handed over the possession of the said Property to Prakhhyat. The name of Prakhhyat has been recorded as the owner of said Property on the 7/12 extract vide Mutation Entry No. 1234 dated June 6, 2015.

8. <u>Revenue Records</u>

The name of Prakbhyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019

C. <u>Charge</u>

By and under the LLP Agreement dated September 2, 2016 exeruted between Prakhiyat Assets LLP and (4) Sanddep Suraj Prakash Bagla. (9) Sumit Rajendraprasad Bhaiotic and (ii) Naresh Jagdish Sharma and Godrej Properties Limited and Prakthiyat, Prakhiyat has created charge on rights equired by Prakhiyat on the said Property, on September 2, 2016 to secure the repayment of Ioan of INR 12,00,00,000 (Indian Ruppes Twelve Crores Only) in favour of Godrej Properties Limited.

Survey No. 45 Hissa No. 7

A. <u>Title Document of Prakhhvat</u>

By and under a sale deed dated February 2, 2015 (hereinafter, for the purpose of this Section referred to as **Sale Deed**) executed between Laxman Ramaji Mhatre, as the vendor and Shreeshyam Inow Prakknyat), as the prochaser and registered with the office of sub-registration associated at Bhiwandi under senal noi 867/2015, Laxman Ramaji Mhatre sold and conveyed the said Property in favour of Skreeshyam (now Prakhhyat), in consideration of a sum of INR 46,00,000 (Rubees forty six lakes). The Sale Deed records that the vendors have received the entire consideration. The possession receipt annexed to the Sale Deed reflects that the possession of the said Property has been handed over to Shreeshyam Inow Prakhhyat) on execution of the Sale Deed. The name of Shreeshyam (now Prakhhyat) has been



recorded as the owner of said Property on the 7/12 extract vide Mutation Entry No. 1198 dated June 23, 2015.

B. <u>Revenue Record</u>s

The name of Prakohyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019.

C. <u>Chorge</u>

By and under the LLP Agreement dated September 2, 2016 executed between Prakhhyat Assets LLP and (.) Sandeep Suraj Prakash Ragia. (ii) Sumit Rajendraphasad Shalotia and (P) Naresh Jagdish Sharma and Godrey Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2015 to secure the repayment of Joan of/NR 12,00,00,000 (ordian Rupers Twelve Crores Only) in favour of Godrej Properties Limited.

Survey No. 58 Hissa No. 11

A. <u>Thie Document of Prakhinyat</u>

By and under a deed of conveyance dated May 13, 2016 (hereinafter, for the purpose of this Section, referred to as the **Deed of Conveyance**) executed by and between Balaram Shripeti. Tare

and Shakunta'a Shivaji as the vendore and Preklebyat as the purchaser, and registered with the office of Sub-Registrar of Assurance at Serial No. 3VD-1/3607 of 2016, Balaram Shiipati Tare and Shakuntala Shivaji conveyed the said Property to Prakhhyat for a total consideration of Rs 95,80,175 (rupees minety five lakh eighty thousand and one hundred seventy five). Prakhhyat accordingly acquired ownership lights of the said Property. The Deed of Conveyance records that the vendors have received the entire consideration and have handed over the pussession of the said Property to Prakhhyat. The name of Prakhhyat has been recorded as the owner of said Property on the 7/12 extract vide Mutation Entry No. 1248 dated June 7, 2016.

B. <u>Revenue_Hecords</u>

The name of Prakhhyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019.

C. Ch<u>ar</u>ge

By and under the LLP Agreement dated September 2, 2016 executed between Prakhtiyat Assets LLP and (i) Sandeep Sural Prakash Bagla, (ii) Sumit Rajendraoraszd Biralokia and (ic) Nareso (agaish Sharma and Godde) Properties Limited and Prakhbyat, Prakhbyat has created charge on rights acquired by Prakhbyat an the sold Property, on September 2, 2016 to secure



the repayment of loan of INR 12,00,0000 (indian Rubbes Twelve Crores Only) in favour of Godre) Properties Limited.

7. Survey No. 58 Hissa No. 13

A. <u>fitle Document of Prakhhyat</u>

By and under an Geed of Conveyance dated March 25, 2013 (hereinafter, for the purpose of this Section, referred to as the **Conveyance Deed**) executed between (i) Kashchath Balu Thakar (ii) Tai Sitaram Ehagat, (iii) Likabai Nago Bho'r, (iv) Kalubai Tulasiram, (v) Suman Savlaram Shoir, (v) Pravin Khandu Thakare , (vi) Vikas Khandu Toakre , (vii) Kiran Khandu Thakare , (ix) Kalutam Khandu Thakare, (x) Pramod Khandu Thakare , (x) Prilit Khandu Thakare , (iii) Karnlabai Khandu Thakare as the 'owners' (Kashinath and others) and Shreeshyam (now Prakhhyat) as the 'purchaser', registered with the office of the Sub-Registrar of Assurances at Social No. SVD-3/2011 of 2013, Kashinath and others conveyed the said Property, along with certain other proporties to Shreeshyam (now Prakhhyat) for a total sale consideration of Rs 60,00,000 (Rupees sixty lakh). The Conveyance Deed records that the vendors have received the entire consideration and have handed over the possession of the said Property to Shreeshyam (now Prakhhyat). The name of Shreeshyam (now Prakhyat) has been recorded as the owner of said Property on the 7/12 extractivity de Mutation Entry No. 1197 dated June 26, 2015.

<u>Revenue Records</u>

The name of Prakhhyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019.

C. <u>Chorge</u>

By and under the LLP Agreement dated September 2, 2015 executed bytween Prakishyut Assets LLP and (i) Sandeep Suraj Praxash Bagla, (ii) Sumit Rajendraprasad Bhalotis and (i) Naresh Jagdish Sharma and Godrej Properties Emited and Prakhhyat, Prakohyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of Joan of INR 12,00,0000 Endian Rupees Tweive Crores Drily, in favour of Godrej Properties Limited.

8. Survey No. 58 Hissa No. 17

A. <u>Thile Document of Prakhkyut</u>

By and under an Deed of Conveyance dated Marco 25, 2013 (hereinafter, for the purpose of this Section, referred to as the **Conveyance Deed**) executed between (i) Kashinath Balu Thakur (ii) Tai Siturain Bhagat, (ii) Lilabai Nago Blubir, (iv) Kalubai Tu'asiram, (v) Suman Savlaram Bhoir. (vi) Pravin Khandu Thakire , (vi) Vikas Khandu Thakire , (vö) Kitan Khandu Thakare , fix) Kalurain Khandu Thakare, (x) Premod Khandu Thakare , (xi) Pribi Khandu Thakare, (xi)



Kamlabai Khandu Thakare as the 'owners' (Kawhinath and others) and Sizreeshyam (now Prakthyat) as the 'purchaser', registered with the office of the Sub-Registrar of Assurances at Serial No. 6VD-3/2012 of 2013. Kashinath and others conveyed the said Property, along with certain other properties to Shreeshyam (now Prakthyat) for a total sale consideration of Rs. 60,00,000 (Rupees sixty lakh). The Conveyance Deed records that the vendors have received the entire consideration and have handed over the possession of the said Property to Shreeshyam (now Prakthyat). The name of Shreeshyam (now Prakthyat) has been recorded as the owner of said Property on the 7/12 extract vide Mutation Entry No. 1197 duted June 26, 2015.

B. <u>Revenue Records</u>

The name of Prakhbyat is reflected as the owner on the 7/14 extracts of the said Property for the year 2019.

C. <u>Charoe</u>

By and under the LUP Agreement dated September 2, 2016 executed between Prashhyat Assets LIP and (i) Sandeep Suraj Prakash Bagla, (ii) Sumit Rajendraprasad Bhalotia and (ii) Naresh Jagdish Sharma and Godrej Properties Unrited and Prakhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of Iban of INR 12,00,000 (Indian Rupees Twelve Crores Only) in favour of Gudrej Properties Limited.

9. Survey No. 58 Hissa No. 21

A. <u>Title Document of Prakhhvat</u>

By and under a deed of conveyance dated May 13, 2016 (hereinafter, for the purpose of this Section, referred to as the **Deed of Conveyance**) executed by and between Balaram Shripati Tare and Shakuntala Shivaji, as the vencors and Prakhhyat, as the purphaser and registered with the office of Sub-Registrar of Asserance at Senal No. BVD-1/3607 of 2016, 9a aram Shripati Tare and Shakuntala Shivaji convexed the said Property to Prekhhyat for a total consideration of Rs. 95,80,375 (rupeos index) five lakh eighty thousand and one hundred seventy five). Prakhhyat accordingly acquired ownership rights of the said Property. The Deed of Conveyance records that the vendors have received the entire consideration and have hanced over the possession of the said Property to Prakhhyat. The name of Prakhhyat has been recorded as the owner of said Property on the 7/12 extract vide Mulation Entry No. 1248 dated igne 7, 2015.

B. <u>Revenue Kecords</u>

The name of Prakhhyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019.



0 <u>Charge</u>

By and under the LUP Agreement dated September 2, 2016 executed between Prakhhyat Assets LLP and (1) Sandeep Suraj Prakash Bagla. (ii) Sumit Rajendrapresed Bhaiotia and (ic) Naresh Jagdish Sharma and Godre, Properties (imited and Prakhnyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the rehayment of Joan of INR 12.00.00.000 (Ind on Rubbes Twelve Crores Only) in fevour of Godrej Properties (imited.

10. Survey No. 58 Hissa No. 22

A. <u>Title Document of Prokhhyat</u>

By and under a deed of conveyance dated May 17, 2016 (hereinafter, for the purpose of this Section, referred to as the Deed of Conveyance) executed by and between Krishna Ganbat Tare and Venubai Gangaram Tare, as the 'vendors' and Prakhhyat as the 'purchaser' and registered with the office of Sub-Registrar of Assurance at Secial No. BVO-1/3642 of 2016, Krishna Ganpat Tare and Venubai Gangaram Tare conveyed the said Property to Prakhhyat for a total consideration of Rs 63,85,775 (rupped sixty three lakhs eighty five thousand seven hundred and seventy five). Prakhhyat accordingly acquired ownership rights of the said Property. The Deed of Conveyance records that the vendors have received the entire ronsideration and have handed over the possession of the said Property to Prakhhyat. The name of Prakhhyat has been recorded as the owner of said Property on the 7/12 extract vide Mintation Entry No. 1249 dated time 23, 2017.

6. <u>Revenue Records</u>

The name of Prachhyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019.

C <u>Charge</u>

By and under the LLP Agraement dated September 2, 2016 executed between Prakhbyat Assets LLP and (i) Sanddep Suraj Prakash Bagla, (ii) Sumit Rajandraptasad Rhalabia and (ii) Naresh Jagdish Sharma and Godrey Properties Limited and Prakhbyat, Prakhbyat has created charge on rights acquired by Prakhbyat on the said Property, on September 2, 2016 to secure the repayment of loant of INR 12,00,00,000 (Indian Rupees Twelve Crores Chiy) in favour of Godrey Properties Umited

11. Survey No. 40 Hissa No. 6 (part)

A. <u>Ittle Document of Prokhhvat</u>

(i) By and under a deed of nonveyance datad May 17, 2016 (bereinafter, for the purpose of this Section, referred 4: as the Deed of Conveyance) executed by and between Krishna.



Ganpat Tare (Krishna) and Vertubal Gangaram Tare (Venubal) as the vendors' and Prakhliyat as the 'purchased' and registered with the office of Sub-Registrar of Assurance at Serial No. BVD-1/3640 of 2016, Krishna Ganpat Tare and Venubal Gangaram Tare conveyed an area admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH 13R-7P) to Prakhliyat for a lotal consideration of Rs. 19 51,000 (rupees bineteen lakh fifty one thousand). The Deed of Conveyance records that the vendors have received the entire consideration and have handed over the possession of an area admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH-11R-54P (out of total area of survey no. 40/6 (part) admeasuring OH-13R-7P) to Prakhiyat has been recorded as the owner of an area admeasuring OH-11R-54P of the said Property on the 7/12 extract vide Mulation Entry No. 1250 dated June 7, 2016.

(ii) In terms of the balance portion of area admeasuring OH-2R-16P of survey no. 40/6 (part), we observe that by and under a Deed of Conveyance dated May 17, 2016 (Deed of Conveyance) executed between Kriscina as the Ivendor' and Prakhnyat as the purchaser and registered at Serial No. 3643 of 2016, Kriscina has conveyed his undivided share in this balance area of OH-2R-16P for a consideration sum of Rs. 5,83,200 (ruppes five lakh eighty three thousand and two hundred). The Deed of Conveyance records that the vendors have received the entire consideration from Prakhhyat. The name of Prakhhyat has been recorded as the owner for an undivided share in area admeasuring OH- 2R-16P in survey no. 40/5 (part) on the 7/12 extract vide Mutation Entry No.1244 dated June 7, 2016.

Accordingly, Prakhhyat has acquired an area admeasuring OH-11R-54P in the survey not 40/6 (part) and knishnals endivided there in the balance area admeasuring OH 2R 16P in the survey not 40/6 (part). However, the conveyance of Venubai's undivided share in area admeasuring OH-2R-16P in the survey not 40/6 (part) is pending to be conveyed in favour of Prakhhyat

<u>Pevenue Records</u>

The name of Prakthyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019. We observe that the conveyance of Venubak's undivided share in area admeasuring OH 2R 16P in the survey no. 40/6 (part) is pending to be conveyed in favour of Prakhhyat, however Prakhhyat's name has been mutated on the 7/12 extract of survey no. 40/6 (part) as the holder of the online area admeasuring OH-13R 7P.

C. <u>Charge</u>

By and under the TRP Agreement dated Septembor 2, 2016 executed between Prakhnyat Assets ELP and (i) Sandeep Suraj Prekash Bagla, (ii) Sumit Rajendraprasad Ehalotia and (ii) Naresh Jagdish Sharma and Godre) Proporties Limited and Prakhbyat, Prakhhyat has created charge on rights acquired by Prakhbyat on an area admeasuring GP-L1R 54P out of the the



said Property, on September 2, 2016 to secure the repayment of Joan of INR 12,00,00,000 (Indian Rubeus Twolve Crores Only! in favour of Codrej Properties Umited

12. Survey No. 44 Hissa No. 1

A <u>Title Cocument of Prakhbyot</u>

- (i) By and under a deed of conveyance dated May 13, 2016 (hereinalter, for the purpose of this Section, referred to as the **Deed of Conveyance dated May 13, 2016**) executed by and between Balaram ShripatilTare and Shakuntala Shivaji as the vendors and Prakhhyat , as the purchaser and registered with the office of Sub-Registrar of Assurance at Serial No. BVD-1/3610 of 2016. Balaram ShripatilTare and Shakuntala Shivaji conveyed a portion of the said Property admeasuring 0H-14R-569 (out of total area admeasuring 0H-29A-29) to Prakhhyat for a total consideration of Rs 29,69,000 induces twenty none takh twenty sixty nine thousand). The Deed of Conveyance dated May 13, 2016 records that the vendors have received the entire consideration and have handed over the possession of the portion of the said Property admeasuring 0H-14R-56P to Prakhhyat. The name of Prakhhyat has been recorded as the owner of a portion admeasuring 0H-14R-56P on the 7/12 extract vide Mutation Entry No.1247 dated June 7, 2016.
- (iii) By a deed of conveyance dated September 29, 2017 registered with the office of subregistrar of assurances at Bhadvad under Serial No. 4900/2017 (hereinafter, for the purpose of this Section, referred to as the Deed of Conveyance dated September 29, 2017), exercited between Balaram Shripati Tare and Shakuntala Shivaji (as venders) and Prakhhyal (as purchaser), the venders therein sold, transferred and conveyed their right, tole and interest in the remaining balance portion of the said Property admeasuring OH-14-64P in favour of Prakhhyat for a consideration of INR 42,00,000 (Rupees Forty Two Lakhs) paid by Prakhhyat to the venders in the manner stipulated in the deed. The Deed of Conveyance dated September 29, 2017 records that the vendors have received the entire consideration and have handed over the possession of the balance portion of the said Property admeasuring OH-14-64P it of Prakhhyat. The nome of Prakhhyat has been recorded as the owner of balance portion of the said Property admeasuring 0H-24R-64P on the 7/12 extract vide Mutation Entry No.1323 dated November 13, 2017. Accordingly, Prakhhyat has acquired ownership rights of the said Property.

8 — Revenue Reca<u>rds</u>

The name of Prakhhyat is reflected as the owner on the 7/12 extracts of the said Property for the year 2019.

C <u>Charge</u>

By and under the LLP Agreement delect September 2, 2016 executed between Prakhbyat Assets LLP and (i) Sandeep Suraj Prakash Begia, (ii) Sumit Rajendraprased Bhalotte and (i)



Naresh Jagdish Sharma and Godrey Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of Joan of JNR 12,00,00,000 (Indian Rupers Twelve Crores Drily) in favour of Godrey Properties Limited.

13. Survey No. 58 Hissa No. 20 [part]

A. <u>Title Document of Prakhivat</u>

- (i) By and under a deed of conveyance dated May 17, 2016 (heremafter, for the purpose of this Section, referred to as the Deed of Conveyance dated May 17, 2016) executed by and between Krishna Ganpal Tare and Venubai Gangaram Tare as the 'vendors' and Prakhliyat as the 'burchaser' registered with the office of Sub-Registrar of Assurance at Serial No. BVD-1/3642 of 2016, Krishna and Venubai conveyed their entire share in the said Property being DH-1SR-OP to Prakhliyat for a total consideration of Rs 63,85,775 (rubees sixty three lakks eighty five thousand seven hundred and seventy five). The Deed of Conveyance dated May 17, 2016 records that the vendors have received the entire consideration and have handed over the possession of portion of the said Property admeasuring being OH-158-OP to Prakhliyat. The name of Prakhliyat has been recorded as the owner of a portion admeasuring OH-158-OP on the 7/12 extract vide Mutation Entry No 1249 dated June 7, 2016.
- (ii) By and under a deed of conveyance dated June 8, 2016 (hereinafter, for the purpose of this Section, referred to as the Deed of Conveyance dated June 8, 2016) executed by and between Suvama Hanuman Tare and Pavan Hanuman Tare, as the vendors and Prakhhyat as the purchaser and registered with the office of Sub-Registrar of Assurance at Sectal No. 8VD-1/4246 of 2016, Suvama Hanuman Tare and Pawan Hanuman Tare conveyed a portion of the said Property admeasuring being 04-318 G6P to Prakhnyat for a total consideration of Rs. 95,80,175 (ruppes ninety five lakts eighty thousand one hundred and seventy five). The Deed of Conveyance dated June 8, 2016 records that the vendors have received the entire consideration and have handed over the possession of portion of the said Property admeasuring being 0H-31R-66P to Prakhnyat, The name of Prakhnyat has been recorded as the owner of a portion admeasuring 0H-31R-66P on the 7/12 extract vice Mutation Entry No 1340 dated April 4, 2018.
- (iii) By a Deed of conveyance dated May 14, 2019 registered with the office of sub-registrar of assurances at Bhadvad under Serial No. 4961/2019 (Deed of conveyance dated May 14, 2019), executed between Savarna Hamman Tare and Pawan Hamman Tare (as vendors) and Prakhhyat (as journasers). The vendors therein sold, transferred and conveyed their right, title and interest in the remaining balance portion of the said Property admeasuring OH-48-43P in favour of Prakhhyat for a consideration of INR 34,00,000 (Ruppes Thirty Four Lakhs) paid by Prakhhyat to the vendors in the manner supulated in the deed, the Deed of conveyance dated May 14, 2019 records that the vendors have received the entire



consideration and have handed over the possession of the balance portion of the said. Property admeasuring being OH-4R-43P to Praxihityat.

Accordingly, Prakhhyat has acquired ownership rights of the said Property.

<u>Revenue Records</u>

The current holders of survey no. 55 Missa No. 20 (part) as per the 7/12 extract (or the year 2019 are as under:

Names reflecting as owners	Area
Suvarna and Pawan	0-04-43
· Prakhhyat	0-46-66
• Songya	0-22-91

We have not been provided with an updated 7/12 extract reflecting the name of Prakhryan with respect to an area admeasuring 0H 518-09P and deletion of names of Pawan and Suvarna and relevant mutation entry thereof

С. <u>Спатае</u>

By and under the LLP Agreement dated September 2, 2016 executed between Prakhryat Assets LLP and II) Sanceep Suraj Prakash Bagla, (ii) Sumit Rajendraprasad Bhalotia and (ii) Naresh Jagdish Sharma and Godrej Properties Limited and Prakhbyat, Prakhhyat has created charge on rights acquired by Prakhbyat on the said Property, on September 2, 2016 to secure the repayment of Joan of INR 12,00,00,000 (Indian Rupees Twelve Crores Only) in favour of Godrej Properties Limited.

- 14. Survey No. 128 Hissa No. 3
- <u>The Opcument of Prakhhvat</u>

Dwnership Rights

(i) Krishna and Venubai's Share:

a. Sy and under a deed of conveyance dated June 5, 2013 registered at Serial No. 6VD1-4296 of 2013 executed hetween Kristina Ganpat Tare (Kristina) and Venubai Gangaram Tare (Venubai) as the 'vendors/owners' and Streeshyam (now Prakhhyat) as the 'purchaser', Kristina and Venubai conveyed 2/3¹³ share of their 1/3¹⁵ undivided rights in the property bearing Survey No. 128/0/1/1 (pt) totally admeasuring Diffectare 23 Are 50 Prati for a total consideration of Rs. 37,17.725 (Ruppes Conveyance records that the vendors have received the entire consideration from Shreeshyam (now Prakhhyat).



b. By and under a Supplementary Deed dated May 17, 2016 executed between Krishna and Venubai and Prakhnyat, registered under Sonal No. 3645 of 2016. Krishna and Venubai have confirmed the sale of an area admeasuring OH-128-29P (out of the area of OH-288-3P coming to their share) that has been conveyed under the above deed of ronveyance dated June 5, 2013, registered at Serial no. 6VD1-479E of 2013. The name of Prakhlyat has been recorded as the owner of an area admeasuring OH 128-29P out of the said Property on the 7/12 extract vide Mutation Entry No.4988 dated June 1, 2013.

c. Eviand under a Deed of Conveyance dated May 17, 2016 registered with the office of the Sub-Registrar of Assurances at Senai No. 3641 of 2016, executed between Krishna and Venubai as 'vendors' and Prakhnyat as the 'purchaser', Prakhhyat has purchased an area admeasuring OH-15H-71R (out of their share of OH 28R OP) for a consideration of Rs. 68,66,750 (Rupees sixty eight lakh sixty six thousand seven hundred fifty). The entire sum of consideration has been paid by Prakhnyat under the deed.

(iii) <u>Balaram and Shakuntala's Share:</u>

- a. By and under a Deed of Conveyance dated May 6, 2013 registered at Seriai No. 8V01 3868 of 2013 executed between [i] Balarem Shripati Tare (Balaram)and (ii) Shakuntata Shivaji (Shakuntala) as the 'vendors/owners' and Shreeshyam (now Prakhhyat) as the 'purchaser', Balaram Shripati Tare and Shakuntata Shivaji conveyed their 1/3⁻⁴ undivided rights in the property bearing Survey No. 128/3/1/1 totally admeasuring 0 Hectare 23 Are 50 Prati for a total consideration of Rs 55,75,075 (Rupees fifty five lakh seventy five thousand sevently five) in favour of Shreeshyam (now Prakhhyat). The entire sum of consideration has been baid under the deed of conveyance cated May 6, 2013. The name of Shreeshyam (now Prakhhyat) has been recorded as the owner of 1/3¹⁴ undivided rights in the property bearing Survey No. 128/3/1/1 totally admeasuring 0 Hectare 23 Are 50 Prati, on the 7/12 extract vide Muration Entry No.4975 dated June 1, 2016.
- b. By and order a Supplementary deed dated May 13, 2016 executed between Baluram and Shakuntala and Prakbhyat, registered at Serial No. 3608 of 2016, Balaram and Shakuntata have confirmed the sale of an area admeasuring CH-58R-43P (out of the area of OH-51R-9P coming to their share) that has been conveyed under the Conveyance Boed dated June 5, 2013, registered at Serial no. BVD3, 3868 of 2013.
- c By and under a Deed of Conveynnce dated Muy 17, 2015 registered with the office of the Sub-Registrar of Assurances at Serial No. 3609 of 2015, executed between Bererath and Shakuntzia as "vendors" and Prakhhyat as the "purchaser". Prakhhyat has purchased an area admeasuring CH 33H-10R (out of their share of CH-51R-9P) for a consideration of Rs. 1,00,12,750 (Rupees one crore twelve lakh seven hundred fifty). The entire sum of consideration has been recorded as the owner of an area udmeasuring CH-33R-10P out af the said Property on the 7/12 extract vide Mutation Entiry No.4975 dated June 1, 2016.

14.



- d. We observe that Balaram and Shakuntala have totally conveyed an area admeasuring OH 513-53P under (i) Deed of Conveyance dated May 6, 2013, (ii) the supplementary deed dated May 13, 2016 and (ii) the deed of conveyance dated May 17, 2016 to Prakhhyat However, as per the Mutation Entry No. 5055 dated March 15, 2017, it appears that Balaram and Shakental's share has been reduced from 0H-51R-9P to 0H-42R 65P Accordingly, the entitlement of Prakhhyat is restricted to an area admeasuring CH-42R-65P.
- e. By and under a Deed of Rectification cated Jone 3, 2019 executed between Balaram, Shakuntala and Prakhhyat and registered with the office of the Sub Registrar of Assurances at Serial No. 5488 of 2018, the parties thereto declared and confirmed that the area conveyed by Balaram and Shakuntala in favour of Prakhhyat in the survey no. 128/3 under (i) the supplementary coed dated May 13, 2016 and (ii) the dood of conveyance dated May 17, 2016 aggregating to 0H-51R-53P shall stand rectified to area admeasuring 0H-42R-65P and Prakhivatis entitlement under (i) the supplementary deed dated May 13, 2016 and (ii) the deod of conveyance dated May 13, 2016 and (ii) the deod of conveyance cated May 17, 2016 executed with Balaram and Shankuntala is only restricted to the extent of area admeasuring 0H-42R-65P in the Property.

(iii) Suvarna and Pawan's Share:

- a. By and under a deed of conveyance dated May 15, 2013 registered at Senal No. SVD1-4196 of 2013 executed between (i) Suvaria Hanuman Tare (Suvaria), (ii) Shahri Hanuman Tare (Suvaria), (iii) Payaa Hanuman Tare (Pawan), (iv) Bakhmi Shahtatam Tare (Rakhmi), and (v) Gangubai (collectively, Suvaria and Others) as the 'vendors/owners' and Shrees'warn (now Prakhhyat) as the 'purchaser', Suvaria and Others conveyed their 1/3rd undivided rights in the property bearing Survey No. 128/3/1/1 totally admeasuring 0 Houtare 23 Are 50 Prati for a total consideration of R5, 55,75,075 (Rupees fifty five lakin seventy five thousand and seventy five). The entire sum of consideration bas been paid by Shrees'ryam (now Prakhhyat) under the ideed of conveyance dated May 15, 2013.
- b. Further, by a deed of release dated December 5, 2013 executed by and among (i) Shalini, (ii) Rakhami and (iii) Gangubas (collectively referred to as Shalini & others) as 'releasors' and Pawan as 'released' registered with the office of Sub Registrar of Assurance at Sonal No. BVD-2/5193 of 2013, Shalini & others released their rights in the property bearing Survey No. 128/3 in favor of Pawan. The names of Shalini & others have been celeted from the 7/12 extract of the said Property vide Mutation Entry No.4574 dated June 5, 2013 by virtue of the deed of release.
- c. By and under a Supplementary Geed dated June 8, 2016 executed between Pawan and Suvarna and Prakhhyat, registered at Serial No. 4239 of 2016, Pawan and Suvarna have confirmed the sale of an area admicasuring OH-14R-43P (but of the area coming to their share) that has been conveyed under the Conveyance Desd dated May 15, 2013, registered at Serial no. BVD1-4196 of 2013. (he name of Prakhliyat has been recorded as



the owner of an area admeasuring DH 14R-43P out of the said Property on the 7/12 extractivide Mutation Entry No.5221 dated March 12, 2018.

- d By and under a deed of conveyance (undeted) registered with the office of the Sub-Registrar of Assurances at Serial No. 4240 of 2016, executed between Suvaria and Pawan as "vendors" and Prakhhyat as the "purchaser", Prakhhyat has purchased an area admeasuring DH-19R-OR (out of their share of OH-3KK-7P) for a consideration of Rs. 1,00,12,750 (Rupees one crore twelve lakh seven hundred fifty). The entire sum of consideration has been paid by Prakhhyat under the deed. The name of Prakhhyat has been recorded as the owner of an area admeasuring OH-19R OP out of the seld Property on the 7/12 extract vide Mutation Entry No.5201 dateo December 22, 2017.
- e. As per Mutation Entry No. 5062 dated March 18, 2017, we observe that as per the decree issued under Civil Suit No.420/1983 and in regular darkhast No.44/2002, and partition mojani registrar No.17/2015, and as per partition table issued by Deputy Director Land Records, Pawan ii) Shalini iii) Suvarna iv) Gangubai v) Kusum became entitled to an area admeasuring DH-40R-95P. As per Mutation Entry No.5172 dated October 11, 2017, we observe that Kusum died leaving behind her heirs namely (i) Hanuman, (ii) Rakhami and (ii) Gangubai as her legal heirs. However, we observe from Mutation Entry no. 3673 dated December 2008, that Hanuman has expired leaving behind legal heirs namely (i) Suvarna (ii) Shalini and (iii) Pawan. We further observe that (i) Shalini (ii) Rakhami and (iii) Cangubai have released their share in the said Property in fevour of Pawan and the release deed was mutated in 7/12 extract of the said Property by Mutation Entry No.4982 and hence as per Taluka Order dated September 8, 2017 issued under No.MS/Desk 1/T-3/RTS/KV-17717 narves of Kusum, Shalini, Rakhami and Gangubai were deleted from the 7/12 extract of the said Property came to Pawan and Suvarna.
- 1. By and under a deed of conveyance dated March 28, 2018 registered with the office of the Sub Registrar of Assurances at Serial No. 2388 of 2018, executed between Suvarna and Pawah as 'Vendors' and Prakbhyat as the 'purchaser', Prakhhyat has purchased an area admeasuring OH-07R-52P (out of their share of OH-40R-95P) for a consideration of Rs. 1,00,12,750 (Rupees one crore twelve takh seven hundred fifty). The entire sum of consideration has been paid by Prakhhyat under the deed of conveyance and possession of an area admeasuring OH-07R-52P (out of their share of CH-40R-95P) has been hended piver to Prakhhyat.
- g. By and under a deed of exchange dated March 22, 2017 executed between Sminath Balaram Titakare (Shivnath) and Prakthyat registered with the office the sub-registrar of ossurances under serial no. 1747/2017, Frakthyat transferred a part of the survey no. 128/3 admeasuring CH-10R-9P in exchange for properties bearing survey no. 40/9 admeasuring OH-07R-10P and survey no. 83/4 admeasuring OH-03R-80P from Shivnath.



Development Rights

By and under a Development Agreement dated March 22, 2016 registered at Serial No. 2381 of 2016, executed between, (i) Sandeep Mhatre (i) Shivpas Mhatre, (ii) Amrut Mhatre, (iv) Dwarkanath Mhatre, (v) Somnath Mhatre as dwners, (i) Sangita Bohir, (ii) Savita Bohir, (ii) Savita Bohir, (ii) Savita Bohir, (ii) Savita Bohir, (iv) Sunita Thale, (v) Examon Mhatre, (vi) Kashibai Tare, (vii) Tukaram Patil, (viii) Eknath Patil, (ix) Babyba, Masane, (x) Paruba, Bohir, (u) Shivanlibai Tare as confirming parties and Prokhoyat as the developer, the owners have granted Prakhhavat rights to develop an area admeasuring 0H-22R-30P in the said Property. The terms of the Development Agreement, inter alia, provide for the following:

- (i) The owners will get area equivalent to 50 % of the base FSI. However, no share will be provided from the construction caused out of the FSI for which premium is paid. The extent of area to be provided will be distributed amongst the owners in the following percentage:
 - (a) Sandeep Mhatre: 20%
 - (b) Shivdas Mhatre 20%
 - (c) Amout Mhatre: 20%
 - (d) Dwarkanath Mhatre: 20%
 - (e) Somnath Mhatre: 20%
- (ii) Interest free refundable deposit of Rs. 30.00,000 has been paid by Prakhbyat to the owners, to be refunded by the owners to Prakhbyat at the time of handing over the orom ses to the owners.
- (ii) In the event the security deposit is not refunded then Prakhhyat will be entitled to withhold an aggregate area of 800 sq. ft. from the share of the owners (to be deducted proportionately from the share of each owner).
- (iv) Prakhbyat will obtain non-ogricultural permission within 1 year from the date of the execution of the Development Agreement.
- (iv) The premises have to be handed over to the owners within the period of 60 months from the date of receipt of non-agricultural permission.
- (v) In the event of delay in providing possession of the promises by the developer, the owner will be entitled to receive ront for the delayed period at the rate of Rs. 5. (Ruppes (ive) per square feet of built-up area.
- (vi) Prakhovat is entitled to transfer development rights to any other parcy in accordance with terms and conditions of this development agreement and the owners do not have any objections to show transfer The Development Agreement dated March 22, 2016 is significant the termination rights of both the parties.



The name of Prakhhyat has been recorded in the 'other rights column' of the 7/12 extract as the developer for an area admeasuring 0H-22R 30F out of the said Property vide Mutation Entry No 4953 dated May 8, 2016.

6. <u>Revenue Records</u>

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 The current holders of the survey no. 128/3 as per the 7/12 extract for the year 2019 are as under

Sr.No.	Names reflecting ;	ts Area	
	owners .		
1.	Songya Tare		
		00-18-90	
2.	Pawon Tare	00-21-95	
	Suvarna Tare		
З.	Sandeep Mhatre	00-22-30	
	Shivdas Mhatre		
	Amrut Mhatre		
	Dwarkanath Mhatre		
	Somnath Mhatre		
4.	(Heirs of Natayan)	50 17-00 °	
	Manjula Itadkar	1	
	Nutan Pala	· .	
	Sarita Patil	i '	
	Nanda Pati/	i	
	Deeba Pat'i		
	Manisha Patri		
	Vaishali Fatii		
	Bhavesh Chaudhan		
	Sojata Pori:		
	Chantpubai Chaudhari		
5	Prakhhyat		
		00-28-00	
5.	Prakhhyat	00-61-65	
7	Songya Take	00-06-00	
	Pawan Tare	:	
	Suvarna Tare		
	Prakhhyat		

 The name of Prakhhyat has been recorded in the 'other rights column' as the 'developer' with respect to area admeasuring 01 22R 3P (out of total area of 1H-75- 80P)

C. <u>Charoe</u>

By and under the LLP Agreement dated September 2, 2010 executed between Prakhhyat Assets LLP and (i) Sandreep Surbj Prakash Bagla, (ii) Surnit Rajendraprasab Bhalotza and (ii)



Naresh Jagdish Sharma and Godrey Properties Lunited and Prakhhyat, Prakhhyat has created charge on rights arquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of Joan of INR 12,00,00,000 (Indian Rubees Twelve Crores Only) in favour of Godrej Properties similard.

13. Survey No. 44 Missa No. 3/1

A. <u>Title Document of Prakhhya</u>t

By and under an Agreement for Development dated August 31, 2015, registered with the Sub-Registran of Assurances at Serial No. 8v/0-1/5803 of 2015, (i) Rajesh Dilipkumar Cupta (Rajesh) (iii) Jayesh Jagdishchandra Raval (Jayesh) along with (ii Chandrakali Madahla' Gupta, (ii) Madenial Amrutal Supta HUF through its karta Madanial Amrutal Supta, (iii) Hitesh Madarial Gopta and (iv) Rohit Madanial Gupta as the "owners" and Prakhhyat Owellings (12) (Prakhhyat), through partner Naresh Sharma as the "developer" (Development Agreement), the owners granted development rights of the said Property along with certain other properties to Prakhhyat in consideration of handing over saleable area of 36,330 square feet. along with amenities like electricity, water supply, parking, internal roads etc. but of the total constructed area. The owners are entitled to get one parking for every two flats as per the allotment of flats and building and still and open parking shall be provided proportionately. Prakhhyat is entitled to soll the remaining constructed area and appropriate the consideration. received from such sale. As per the agreement, the owners will get the aforesaid area anywhere in the lager project. The developer will obtain permission for the proposed residential premises from the local authority and after getting sanction the developer will give. a detail description of the building no, and fist no, of the land owner by letter in respect of the land owner's area according to the development agreement. Additionally, Prakhhyat has provided an interest free refundable deposit of Rs. 1,00,000 (rupped one crore) with the owners and shall be refunded upon handing over possession of the aforesaid saleable area. failing which the deposit shall be adjusted against the saleable area as per the prevaising market value without interest. The development agreement permits treation of mortgage on the said Property for taking construction loans. The saleable area has to be handed over within 54 months from the registration of the development agreement i.e. from August 31, 2015. Monthly Rent/compensation at the rate of Rs. 7 per square feet is payable in case of delay in handing over possession till the date of possession failing which this sum can be adjusted by the owners from the security deposit. The owners, under the Development Agreement have their ght to sell their saleable area of 35,330 square feet to any third party. Possession of the said Property has been handed over to Praidthyst under the Development Agrophical, the Development Agreement dated August 31, 2015 is silent on termination rights of both parties. and the assignment rights of the Developer. The name of Prakhhyat has been mutated in the "other rights column" of the 7/12 extracts by virtue of Mutation Unity no. 1210 dated November 23, 2015 in relation to the development rights of the said Property.



B. <u>Revenue Records</u>

The name of Praklibyat lias been recorded in the 'other rights column' as the 'developer' with respect to the said Property.

C. <u>Charge</u>

By and under the LLP Agreement dated September 2, 2016 executed between Prakhhyar Assets LLP and (i) Sandeep Suraj Prakash Bagla, (ii) Sumit Rajendraprasad Bhalotia and (a) Naresh Lagdish Sharma and Godre, Properties Limited and Prakhnyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of Joan of INR 12,00,00,000 (Ind-an Rupees Twelve Crores Only) in favour of Godrej Properties Limited

16. Survey No. 44 Hissa No. 3/2

A. <u>Tibe Document of Prakhhvat</u>

by and under an Agreement for Development dated August 31, 2015, registered with the Sub-Registrar of Assurances at Senat No. BVD-1/S803 of 2015, (i) Rejeah (iii) Jayesh along with (i) Chandrakali Madanlal Gupta, (ii) Madanlal Amrutal Gupta HUF through its karta Madanla Amrutal Gupta, (iii) Hitesh Madanlal Gupta and Jivi Rohit Madanlal Gupta as the "owners" and Prakhhyat Dwellings LLP (Prakhsyat), through partner Naresh Sharma as the "develope" (Development Agreement), the owners granted development rights of the said Property along with contain other properties to Prakhhyat in consideration of handing over saleable area of 36,330 square feet along with amendies like electricity, water supply, parking, internal roads. etc. but of the total constructed area. The owners are entitled to get one parking for every twoflats as per the allotment of flats and building and stilt and open parking shall be provided. proportionately. Prackbyat is entitled to sell the romaining constructed area and appropriate the consideration received from such sale. As per the agreement, the owners will get the aforesaid area anywhere in the lager project. The developer will obtain permission for the proposed residential premises from the local authority and after getting sanction the developer will give a detail description of the building nor and flat no. of the land owner by letter in respect of the land owner's area according to the development agreement. Additionally, Prakhhyat bas provided an interest free refundable deposit of Rs. 1,00,00,000 (ruppes one crore) with the owners and shall be refunded upon hunding over possession of the aforesaid saleable area failing which the deposit shall be adjusted against the saleable area. as per the prevailing market value without interest. The development agreement permits creation of mortgage on the said Property for taking construction Joans. The saleable area has to be handed over within 54 months from the registration of the development agreement i.e. from August 31, 2015. Monthly Rept/compensation at the rate of Rs. 7 per square feet is payable in case of delay in Nanding over possession full the date of possession failing which this sum can be adjusted by the owners from the security deposit. The owners, under the



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Development Agreement have the right to sell their salcable area of 36,830 square feet to any third party. Possession of the said Property has been handed over to Prakhnyat under the Development Agreement. The Dove opment Agreement dated August 31, 2015 is slight on termination rights of both parties and the assignment rights of the Developer. The name of Prakhnyat has been mutated in the "other rights column" of the 7/12 extracts by virtue of Mutation Entry no. 1210 dated November 23, 2015 in relation to the development rights of the said Property.

8 <u>Revenue Records</u>

The name of Prakhtyat has been recorded in the 'other rights column' as the 'developen' with respect to the said Property.

C. <u>Chorge</u>

By and under the LYP Agreement dated September 7, 2016 executed between Prakhhyat Assets LLP and (i) Sandeep Suraj Prakash Bogla, (ii) Sumit Rajendraprosed Bhalotia and (ii) Naresh Jagdish Sharma and Godrej Properties Umited and Prakhhyat, Prakhhyat has created charge on rights acquired by Plakhhyat on the said Property, on September 2, 2016 to secure the repayment of Idan of SNR 12,00,000 (Indian Rubees Twelve Crores Only) in favour of Bodrej Properties Emeted.

17. Survey No. 44 Hissa No. 4

A. <u>Title Document of Proklyhyat</u>

By and under an Agreement for Development dated August 31, 2015, registered with the Sub-Registran of Assurances at Saria, No. BVD-1/5803 of 2015, (i) Rajesh (iii) tayesh along with (i) Chandrakaii Madanlai Gupta, (ii) Madanlal Amrutal Gupta HUF through its karta Madanlal. Amfutal Gupta, (id) Altesis Modunial Gupta and (iv) Robit Madanial Gupta as the "owners" and Prakshyst Dwellings LL2 (Prakhhyst), through partner Naresh Sharma as the "developer". (Development Agreement), the owners granted development rights of the said Property along with certain other properties to Fraikhliyat in consideration of handing over saleable area of 36,330 square feet along with amenitics like electricity, water supply, parking, internal roads etcliput of the total constructed area. The owners are entitled to get one parking for every two flats as per the allotment of flats and building and stilt and open parking shall be provided. proportionately. Prakkhyat is outfilled to self the remaining constructed area and appropriate the consideration received from such sale. As parithe agreement, the owners will get the aforesaid area anywhere in the lager project. The developer will obtain permission for the proposed residential premises from the local authority and after getting sanction the developer will give a dotall description of the building not and flat not of the land owner by letter in respect of the land owner's area according to the development agreement. Additionally, Prakhliyat has provided an interest free refundable deposit of Rs. 1.02 00,000 (rubees one crore) with the owners and shall be refunded upon battding over possession of

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the atoresaid saleable area failing which the deposit shall be adjusted against the saleable area as per the prevailing market value without interest. The development agreement permits treation of mortgage on the said Property for taking construction loans. The saleable area has to be handed over within 54 months from the registration of the development agreement lefrom August 31, 2015. Monthly Rent/tompensation at the rate of Rs. 7 per square feet is payable in case of delay in handing over possession till the date of possession failing which this sum can be adjusted by the owners from the security deposit. The owners, under the Development Agreement have the right to sell their saleable area of 36,330 square feet to any third party. Possession of the said Property has been handed over to Prakhhyat under the Development Agreement. The Development Agreement dated August 31, 2015 is silent on termination rights of both parties and the assignment rights of the Developer. The name of Prakhhyat has been mutated in the "other rights column" of the 7/12 extracts by vistue of Mutation Entry no. 1210 dated November 23, 2015 in relation to the development rights of the said Property

9 <u>Pevenue Records</u>

The name of Prakhhyat has been recorded in the 'other rights column' as the 'developer' with respect to the said Property.

C. Ch<u>ar</u>ne

By and under the LLP Agreement dated September 2, 2015 executed between Prakthyat Assets 1LP and (i) Sandeep Suroj Prakash Ragla, (ii) Sumit Rajendraptasad Bitaiotia and (ii) Naresh Jagdish Sharma and Godrej Properties Limited and Prakthyat, Prakthyat has created charge on rights acquired by Prakthyat on the said Property, on September 2, 2016 to secure the repayment of Ioan of INB 12,00,00000 (Indian Rupees Twelve Crores Only) in favour of Godrej Properties Limited.

16. Survey No. 44 Hissa No. 5

A. <u>Title Document of Prakhhvat</u>

By and under an Agreement for Development dated August 31 (2015, registered with the Sub-Registrar of Assurances at Serial No. SVD-1/5803 of 2015, (i) Rejean (iii) Jayesh along with (i) Chandrakali Madaplal Gupta, (ii) Madaplal Amoutal Cupta BUF through its karta Madaplal Amrutal Gupta, (iii) Pitesh Madoplal Gupta and (iv) Rohit Madapla⁴ Gupta as the "owners" and Prakhiyat Divellings LLP (**Prakhiyat**), through partner Naresh Sharma as the "developer" (**Development Agreement**), the owners granted development rights of the said Property along with certain other properties to Prakhiyat in consideration of handing over seloable area of **36,330 square feet** along with amenities (ike electrinity, water supply, parking, internal roads etc. out of the total constructed area. The owners are ontitled to get one parking for every two flats as per the allotment of flats and building and stilt and open parking shall be provided proportionately. Prakhiyat is entitled to sel, the remaining constructed area and upprupriate



the consideration received from such sale. As per the agreement, the owners will get the aforesaid area anywhere in the lager project. The developer will obtain permission for the proposed residential premises from the local authority and after getting sanction the developer will give a detail description of the puliding no, and flat no, of the land owner by letter in respect of the land owner's area according to the development agreement. Additionally. Prakhlyat has provided an interest free refundable deposit of Rs 1.00.00.000 (rupped one crore) with the owners and shall be refunded upon handling over possession of the aforesaid saleable area failing which the deposit shall be adjusted against the saleable area. as per the prevailing market value without interest. The development agreement permits creation of mortgage on the said Property for taking construction loans. The saleable area has to be handed over within 54 months from the registration of the development agreement i.e. from August 31, 2015. Monthly Rent/compensation at the rate of Rs. 7 per square feet is payable in case of delay in handing over possession till the date of possession failing which this sum can be adjusted by the owners from the security deposit. The owners, under the Development Agreement have the right to sell their saleable area of 36,330 source feet to any third party. Possession of the said Property has been handed over to Plakhhyat under the Development Agreement. The Development Agreement dated August 31, 2015 is silent on termination rights of both parties and the assignment rights of the Developer. The name of Prakhhyat has been mutated in the "other rights column" of the 7/12 extracts by virtue of Mutation Entry no. 1210 dated November 23, 2015 in relation to the development rights of the said Property.

B. <u>Revenue Records</u>

The name of Prakhhyat has been recorded in the 'other rights column' as the 'develope' with respect to the said Property.

C. <u>Charge</u>

By and under the ELP Agreement flated September 2, 2015 executed between Prakhlyat Assets ELP and (i) Sandeep Suraj Prakash Bagla. (ii) Sumit Rajendraprasad Bhalotia and (ii) Naresh Jagdish Sharma and Godrej Properties Limited and Prakhlyat. Prakhlivat has created charge on rights acquired by Prakhlyat on the said Property, on September 2, 2016 to secure the repayment of Joan of Dik 12,00,60,000 [Indian Rupees Twelve Crores Qnly] in favour of Godrej Properties Limited.

19. Survey No. 44 Hissa No. 6

A. <u>Title Document of Proklybert</u>

Ry and under an Agreement for Development nated August 31, 2015, registered with the Sub-Registrar of Assurances at Sprint Mo. BVD-1/3803 of 2015, (i) Rajesh (iii) Jayosh along with fill Chandrakal Madanlal Gupta, (ii) Madanla, Gupta Amrutal Gupta HUF Birough its Kerta Madanla-Amrutal Gupta, (iii) Hitesh Madanla, Gupta and (iv) Robit Madanla. Gupta as the "owners" and

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Prakhhyat Owekings LLP (Prakhhyat), through partner Naresh Sharma as the "developer". (Development Agreement), the owners granted development rights of the Sard Property along with certain other properties to Praklihyat in consideration of handing over saleable area of 36,330 square feet along with amenicies like electricity, water suppry, parking, internal reads. etc. out of the total constructed area. The owners are entitled to get one parking for every two flats as per the alignment of flats and building and stilt and open parking shall be provided. proportionately. Prakkhyat is entitled to self the remaining constructed area and appropriate the consideration received from such sale. As per the agreement, the owners will get the aforesaid area anywhere in the lager project. The developer will obtain permission for the proposed residential premises from the local authority and after getting sanction the developer will give a detail description of the building not and flat not of the land owner by letter in respect of the land owners area according to the development agreement. Additionally, Praxibiyat has provided an interest free refundable deposit of Rs. 1,00,00.000 (ruppees one crore) with the owners and shall be refunded upon handing over possession of the aforesaid saleable area failing which the deposit shall be adjusted against the saleable area. as per the prevailing market value without interest. The development agreement permits creation of montgage on the sale Property for taking construction loans. The saleable area has to be handed over within 54 months from the registration of the development agreement i.e. from August 31, 2015. Monthly Rent/companisation at the rate of Rs. 7 per square (det is payable in case of delay in handing over possession till the date of possession tailing which tois sum can be adjusted by the owners from the security deposit. The owners, under the Development Agreement have the right to set, their saleable area of 35,330 square fect to any third party. Possession of the said Property has been handed over to Prakhhyat under the Development Agreement. The Development Agreement dated August 31, 2015 is slent on termination rights of both parties and the assignment rights of the Oeveloper. The name of Praichlyat has been mutated in the "other rights column" of the 7/12 extracts by volue of Mutation Entry no. 1210 pated November 23, 2015 in relation to the development rights of the said Property.

B. Revenue Records.

The name of Prakhhyat has been recorded in the 'other rights column iss the 'developer' with respect to the said Property.

C. <u>Charge</u>

By and under the L.P Agreement dated September 2, 2016 executed between Prakhhyat Assets LLP and (i) Sandoep Sura, Prokash Bagla, (ii) Sumit Rajendrapravad Bhalotia and (ii) Naresh Jagoish Sharma and Godrej Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2015 to secure the repayment of Joan of IAB 32.00.00,000 (aidian Ruppes Twelve Croies Only) in favour of Godrej Properties United.



20. Survey No. 129 Hissa No. 2 (part) (merged with Survey No. 129 Hissa No.2/1 admeasuring 09-4R-0P)

A. <u>Title Docyment of Prokhbyat</u>

By and under a Deed of Conveyance dated May 15, 2013 registered at Serial No. SVD1-4195 of 2013 executed between (i) Suvarna Hanuman Tare (Suvarna), (ii) Shalini Hanuman Tare (Shalini), (iii) Pawan Hanuman Tare (Pawan), (iv) Raxhmi Shantatam Tare (Rakhmi), and (v) Gangubai (collectively, Pawan and others) as the 'vendors/owners' and Shreeshyam (now Prakhhyat) as the 'purchaser' (Suvarna Conveyance Deed), Suvarna and others conveyed their 1/3 ⁴ undivided rights in the property bearing Survey No. 129/2/1 totally admeasuring () Flectare 4 Are 0 Prati (now merged with survey no. 029/2(pt) for a total consideration of Rs. 55.75,075 (Rupees fifty five lash seventy five thousand and seventy five) in favour of Shreeshyam (now Prakhhyat). The entire sum of consideration has been paid by Shreeshyam (now Prakhhyat) under the deed of conveyance.

By a Deed of Release dated December 6, 2013 executed by and among (i) Shahni, (ii) Rakhami and (iii) Gangubai (collectively referred to as **Shahini & others**) as 'releasors' and Pawan as 'releasee' registered with the office of Sub-Registrar of Assurance at Serial No. BVD-2/S193 of 2013. Shalini & others released their rights in the said Property in favor of Pawan.

As per Mutation Entry No. 4927 dated April 2, 2016, based on the order passed in the Suit No. 402/1983 and the Regular Darkhast No. 44/2002 the property bearing Survey No. 129/2 (ot) admeasuring DH-18R-1P stood partitioned in favour of Pawan and others. We further observe that, (i) Shaiini, (ii) Rakhmi and (iii) Gangubai have released their share in favor of Pawan and the release deed was mutated in //12 extract of the said Property by Mutation Entry No. 4988 Hence the property bearing Survey No. 129/2 (pt) admeasuring OH-18R-1P came to the share of Pawan and Suvaria.

By and under a supplementary deed dated June 8, 2016 registered under Serial No. BVD-1/4239 of 2016, Suvaria and Pawan have confirmed the sale of the property bearing Survey No. 129/2/1 totally admeasuring 0 Hectare 4 Are 0 Prati (now merged with survey no. 129/2(pt) made in favour of Prakhhyat under the Suvaria Conveyance Deed.

By and under a deed of conveyance dated June 8, 2015, executed by and between Suvarna hanuman Tare and Pawan Hanuman Tare, as the 'vendors' and Prakhhyat , as the 'purchaser' and registered with the office of Sub-Registrar of Assurance at Serial No. 8VD-1/4240 of 2016. Suvarna Hanuman Tare and Pawan Hanuman Tare conveyed an area admeasuring OH- 14R 1P out of the said Property to Prakhhyat for a total consideration of Rs. 1,00,12,750 (rupees one crore twelve thousand seven hundred and fifty). The deed of conveyance records that the vendors have received the entire consideration and have handed over the possession of an area admeasuring OH- 14R - 1P out of the said Property to Prakhhyat for a date barded over the possession of an area admeasuring OH - 14R - 1P out of the said Property to Prakhhyat. The name of Prakhhyat has been recorded as the owner of the said Property on the 7/12 extract vide Mutation Entry No. 5201 dated December 22, 2017.



As per Mutation entry 5059 dated March 15, 2017 we observe that as per decree issued under Civil Suit No 420/1983 and in Regular darkhast No.44/2002, and particion Mojani Registrar No.17/215, and partition table issued by Deputy Director Land Records Shiwandi 1) Pawan, 21 Shalini, 3) Suvarna, 4) Gangubai, 5) Kusum becarrie entitled to an area admeasuring 3H-1R-7P. out of the total area admeasuring (H-18R 1P of the survey no. 129/2 and 1) Pawan 2) Shalini 3) Sovama 4) Gangubar 5) Rakhmi 6) Kusum 7) Balaram 8) Shakuntla and 9) Songya became. entitled to the balance area admeasuring OH-15A-4P out of the local area admeasuring OH-18R-1P of the survey no. 129/2. As per Mutation Entry No.5172 dated October 11, 2017, we observe that Kusum died leaving behind her heirs namely () Jahuman, (i) Rakhmi (ii) Gangubai as her legal heirs. However, we observe from Mutation Entry no. 3673 dated Occember 2008. that Hanuman has expired leaving behind legal beirs namely () Suvama (i:) Shalini and (iii) Pawan. We further observe that, (i) Shalini, (ii) Rakhmi and (iii) Gangubai have released their i share in favor of Pawan and the release deed was mutated in 7/12 extract of the said Property. by Mulation Eptry No.4988 and hence as per Taluka Order dated September 8, 2017 issued under No.MS/Desk-1/T-3/RTS/KV-17717 names of Kusum, Shalini, Rakhmi and Gangubal were deleted from the 7/12 extract of the said Property Accordingly, pursuant to Mutation Entry No. 5059 and 5172, the said Property admeasuring CH-1R-7P came to Survana and Pawah and the balance area of CH-16R 4P came to the share of 1) Pawan, 2F Suvarna, (3) Balaram, (4) Shakuntla and (5) Songya.We observe that Suvarna and Pawan have conveyed an area. admeasuring OH-18R-1P under the deed of conveyance dated June 8, 2015. However, as perthe mutation Fintry no. 5059 , it appears that Suvarna and Pawan's share has been reduced. from CH-18R-1P to OH-1R-7P. Accordingly, the entitlement of Prakonyat is restricted to an area. admeasuring 0H-1R-7P and Prakhhyat shall not have any right, title and interest in the balance area admeasuring Oh-16K-4P.

From the letter dated April 3, 2019 issued by Talathi, Briwandi, we observe that the survey no 129/2/1/A of village Temphar admeasuring 0H-048-0P has been consolicated into survey no. 129/2 on the 7/12 extract of the Property for the purpose of computerization. Hence, earlier the area of the said Property was 0H-148-1P and pursuant to the above-mentioned consolication an additional area of 0H-048-0P has been added to the earlier area of Survey No 129/2, now aggregating to 0H-188-1P.

B. <u>Revenue Records</u>

The name of Prakhhyat is reflected as the owners on the 7/12 extracts of the said Property for the year 2019. We have not been provided with an updated 7/12 extract of the survey null 129/2 reflecting the name of Prakhhyat to the extent of an area admeasuring OH-1R-7P and the names of 1] Pawan, 2) Sovarna, (3) Balaram, (4) Shakuntla and (5) Songya to the extent of an area admeasuring OH 1GR 4P.

C. <u>Charge</u>

By and under the LLP Agreement dated September 2, 2016 executed between Prakohyat Assets LLP and (i) Sandeep Suraj Prakash Bagla, (ii) Sumit Rajendraprasad Bhalotia and (ii)



Naresh Jagdish Sharma and Godrej Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of loan of INR 12,00,00,000 (Indian Repeas Twelve Crores Only) in favour of Godrej Properties Limited.

21. Survey No. 129 Hissa No. 2/2

We have been provided with a letter dated April 3, 2019 issued by Talathi, Bhiwandi which states that that Survey No. 129/2/1/A of village Temphar admeasuring OH-O4R OP has been consolidated to Survey No. 129/2 (admeasuring OH-14R-3P) on the 7/12 extract of the property for the purpose of computerization. Accordingly, the current 7/12 extract of the Survey No. 129/2 reflects the totol area as CH-18R-1P.

22. Survey No. 43 Hisso no. 3

A. <u>Thie Document of Prokhhyot</u>

By and under a Development Agreement dated June 16, 2016 executed between Messis Shahpur Dwellings (Shahpur) as the 'owner' and Prakhbyat as the 'developer' registered with the office of the Sub-Registrar of Assurances at Serial No. BVD-1/4436 of 2016, Shahpur has granted development rights of the said Property along with Other properties to Prakhbyat. The terms of the development include

- (i) as and by way of consideration an area admoasuring 57,838 square feet (carpet area) has to be provided by way of residential and commercial premises to Shabpur in the proposed project;
- (ii) possession of SD% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shahpur, as agreed under agreement to be executed under Maharashtra Ownership Flat (regulation of Promotion of Construction, Sale, Management and Transfel) Act, 1963, within 36 months from the date of nonagricultural permission from the Collector;
- (iii) possession of the remaining 60% of the area of 57,838 square feet (carpet area) will be required to be handed over to Snahour within 48 months.
- (iv) Prakhkyat is entitled to deal with and dispose of the remaining flats/shops/offices to be constructed on the said Property and accept the munies;
- Prakhnyat has full and absolute rights to transfer /assign the henefits of the development agreement in favour of the prospective purchasers
- (v) Shahpur will be provided with the same standard order lies for the developed premises to be provided to them.
- (vii) Prakhinyat is entitled to create mortgage over the said Property. The Development Agreement dated June 16, 2026 is silent on the termination rights of both parties.



and on the penalty clause in case there is a dolay in giving possession of the area agreed under the Development Agreement dated June 16, 2016 to the land owner.

The name of Praklinyat has been mutated in the "other rights column" of the 7/12 extracts by virtue of Mutation Entry no. 1284 dated May 12, 2017 in relation to the development rights of the said Property.

<u>Revenue Records</u>

The name of Prakhhyat has been recorded in the 'other rights column as the 'developer' with respect to the said Property.

C <u>Charge</u>

By and under the LLP Agreement dated September 2, 2016 executed between Prakhnyat Assets LLP and (i) Sendeep Suraj Prakash Bagla, (ii) Sumit Rajendraprasad Bhalotia and (i.) Naresh Jagdish Sharma and Godrej Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of Joan of INR 12,00,00,000 (indian Rupees Twelve Crores Gnly) in favour of Godre, Properties Limited.

23. Survey No. 44 Hisso no. 2(now 2/2)

A. <u>Title Document of Prakhliyut</u>

By and under a Development Agreement dated June 16, 2016 executed between Messis Shanpur DwellEngs (Shahpur) as the 'owner' and Prakhhyat as the 'developer' registered with the office of the Sub-Registrar of Assurances at Serial No. BVD-1/4436 of 2016, Shahpur has granted development rights of the said Property along with other properties to Prakhhyat. The terms of the development include.

- as and by way of consideration an area admeasuring 57,368 square left (carpet area) has to be provided by way of residential and commercial premises to Shappur in the proposed project.
- (ii) possession of 50% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shshpur, as agreed under agreement to be executed under Maharashtra Ownership Flat (regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, within 36 months from the date of nonagricultural permission from the Collector;
- (iii) possession of the remaining 50% of the area of \$7,323 square feet (Carpet area) will be required to be handed over to Shebpur within 48 months;
- (iv) Prakhhyat is entitled to deal with and dispose of the remaining flats/shops/offices to be constructed on the said Property and accept the monies.



- (v) Prakhbyat has full and absolute rights to transfer /assign the benefits of the development agreement in favour of the prospective purchasers.
- (vi) Shahpur will be provided with the same standard amenities for the developed premises to be provided to them.
- (vii) Prakhhyat is entitled to create mortgage over the said Property. The Development Agreement dated June 15, 2016 is silont on the termination rights of both parties and on the penalty clause in case there is a deiay in giving possession of the area agreed under the Development Agreement dated June 15, 2016 to the and owner.

The name of Prakhoyat has been mutated in the "other rights column" of the 7/12 extracts by virtue of Mutation Entry no. 1284 dated May 12, 2017 in relation to the development rights of the said Property.

B <u>Re</u>venug Records

The name of Prakhhyat has been recorded in the 'other rights column' as the 'developer' with respect to the said Property.

C <u>Charge</u>

By and under the LLP Agreement dated September 2, 2016 executed between Prakhhyat Assets LLP and (i) Sandeep Suraj Prakash Bagia, (ii) Sumit Rajendraptasad Bhaidtia and (ii) Naresh Jagdish Sharma and Godrej Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the saïd Property, on September 2, 2006 to secure the repayment of Iban of INR 12,00,00,000 (Ingian Ruppes Twelve Crures Only) in favour of Godrej Properties Limited.

24. Survey No. 40 Hissa No. 1 pt/2 (carlier 1(port))

A Title Document of Prakhbyar

By and under a Development Agraement dated June 16, 2016 executed between Messrs Shahpur Dwellings (Shahpur) as the 'owner' and Prakhhyat as the 'developed' registered with the office of the Sub Registrar of Assurances at Serial No. BVD-1/4436 of 2016. Shahpur has granted development rights of the said Property along with other properties to Prakhhyat. The terms of the development include:

- as and by way of consideration an area admossuring \$7,333 square feet (carpet area) has to be provided by way of residential and commercial premises to Shahpur in the proposed project
- (ir) possession of 50% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shal-pur, as agreed under agreement to be executed under Mabarashtre. Ownership, Plot. (regulation, of Promotion, of Construction, Sale.)



Management and Transfer) Act. 1963, within 36 months from the date of nonagricultural permission from the Collector;

- (iii) possession of the remaining 50% of the area of 57,333 square feet (carpet area) with be required to be handed over to Shanpur within 48 months:
- (iv) Prakhliyat is entitled to deal with and dispose of the remaining flats/shops/offices to be constructed on the said Property and accept the monies;
- (v) Prakhhyat has full and absolute rights to transfer /assign the benefits of the development agreement in favour of the prospective purchasers.
- (vi) Shahpur will be provided with the same standard amonyties for the developed premises to be provided to them.
- (vii) Prakhhyat is entitled to create mortgage over the said Property. The Development Agreement dated June 16, 2016 is silent on the termination rights of both parties and on the penalty clause in case there is a delay in giving possession of the area agreed under the Development Agreement dated June 16, 2016 to the land owner.

The name of Prakhhyat has been mutated in the "other rights column" of the 7/12 extracts by virtue of Mutation Entry no. 1284 dated May 12, 2017 in relation to the development rights of the sald Property.

<u>Sevenue Records</u>

The name of Prakohvat has been recorded in the 'other rights column, as the 'developen with respect to the said Property.

C. <u>(hata</u>e

By and under the LLP Agreement dated September 2, 2016 executed between Prawhiyat Assets LLP and (i) Sandeep Suraj Prakosh Ragla, (ii) Suttit Rajendraprasad Bhalotia and (ii) Naresh Jagdish Sharms and Gudrej Properties Limited and Prakhbyat, Prakhbyat has created charge on rights acquired by Prakhbyat on the said Property, on September 2, 2016 to secure the repayment of Joan of INR 12,00,00,000 (Indian Ruppes Twelve Crores Only) in favour of Godrej Properties Limited

25. 5urvey No. 40 Hissa no. 5

A. <u>Title Document of Prokhny</u>ot

By and under a Cevelopment Agreement dated June 16, 2016 executed between Messis Shahpur Dwellings (Shahpur) as the 'owner' and Prakhhyat as the 'developer' registered with the office of the Sub Registrar of Assurances at Serial Nu. BVD 1/4436 of 2016. Shahpur has granted development rights of the said Property along with other properties to Prakhhyal. The terms of the development include:



- as and by way of consideration an area admeasuring 57,333 square feet (carpet area) has to be provided by way of residential and commercial premises to Shahpur in the proposed project;
- (ii) possession of 50% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shahpur, as agreed onder agreement to be executed under Maharashtral Ownership Flat (regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, within 36 months from the date of nonagricultural permission from the Collector;
- (iii) possession of Loe remaining 50% of the area of 57,333 square feet (carpet area) will be required to be nanded over to Shabpur within 48 months,
- (iv) Prakhhyat is entitled to deal with and dispose of the remaining flats/shops/offices, to be constructed on the said Property and accept the monies.
- (v) Prakhbyat has full and absolute rights to transfer /assign the benefits of the development agreement in favour of the prospective purchasers.
- (vi) Shapper will be provided with the same standard amenities for the developed premises to be provided to them.
- (vil) Prakhhyat is entitled to create mortgage over the said Property. The Development Agreement dated June 15, 2016 is signified the termination rights of both parties and on the penalty clause in case there is a delay in giving possession of the area agreed under the Development Agreement dated June 15, 2016 to the land owner.

The name of Prakhnyat has been mutated in the "other rights column" of the 7/02 extracts by virtue of Mutation Entry no. 1284 dated May 12, 2017 in relation to the development rights of the said Property.

B. <u>Revenue Records</u>

The name of Prakhtyat has been recorded in the lather rights column' as the ideveloper' with respect to the said Property.

C. <u>Charae</u>

By and under the U.P Agreement datad September 2, 2016 executed between Prokhhyat Assets LLP and (i) Sandeep Suraj Prokash Bagla, full Sumit Rajendraprasad Bhalotia and (ii) Naresh Jagdish Sharma and Gourej, Properties Limited and Prakhliyat, Prakhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secore the repayment of ioan of INR 12,00.00,000 (b dran Rupees Twelve Crores Only) in favour of Godroj Properties Limited.



26. Survey No. 40 Hisso no. 7

A. <u>Title Document of Prakhhyot</u>

By and under a Development Agreement dated June 16, 2016 executed between Messis Shahpur Dwe'lings (Shahpuri as the 'owner' and Prakhhyat as the 'developer' registered with the office of the Sub-Registrar of Assurances at Serial No. BVD-1/4436 of 2016. Shahpur has granted development rights of the said Property along with other properties to Prakhhyat. The terms of the development include:

- (i) as and by way of consideration an area admeasuring 57,332 square feet (carpet area) has to be provided by way of residential and commercial premises to Shanpurin the proposed project;
- (ii) possession of 50% of the area of 57.336 square feet (carbot area) will be required to be handed over to Shahpur, as agreed under agreement to be executed under Maharashtra. Ownership: Plat. (regulation: of Promotion: of Construction, Sale, Management and Transfer). Act, 1963, within 36 months from the cate of nonagricultural permission from the Collector;
- (iii) possession of the remaining 50% of the area of 57,333 square feet (carpet area) will be required to be banded over to Shanpur within 48 months.
- (iv) Prakhhvat is entitled to deal with and dispose of the remaining flats/shops/offices to be constructed on the said Property and accept the monies;
- (v) Prakhhvat has full and absolute rights to transfer /assign the benefits of the development agreement in favour of the prospective purchasers.
- (vi) Shahpur will be provided with the same standard amenities for the developed premises to be provided to them.
- (vii) Prakhhyat is entitled to create mortgage over the said Property. The Development Agreement dated lune 15, 2016 is silent on the termination rights of both parties and on the panality plause in case there is a delay in giving possession of the area agreed under the Development Agreement dated lune 16, 2016 to the land owner.

The name of Prakimyat has been motated in the "other rights column" of the 7/12 extracts by virtue of Mutation Entry no. 1284 dated May 12, 2017 in relation to the development rights of the said Property.

8. Revenue Records

The name of Prakhhyat has been recorded in the lother rights column' as the ideveloper' with respect to the said Property.



C <u>Charg</u>e

By and under the LLP Agreement dated September 2, 2016 executed between Prakhhyat Assets 4LP and (i) Sandeep Suraj Prakash Bagla, (ii) Sumit Rajendraprasad Bhalotia and (ii) Natesh Jagdish Sharma and Godre, Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of loan of INR 12.00,02.000 (Indian Rupees Twelve Crores Only) in favour of Godre) Properties Limited.

27. Survey No. 40 Hissa no. 12

A. <u>Title Document of Prokhhyat</u>

By and under a Development Agreement dated June 15, 2016 executed between Messrs Shahpur Dwellings (Shahpur) as the rowner' and Prakmiyat as the 'developer' registered with the office of the Sub-Registrar of Assurances at Serial No. BVO-1/4436 of 2016, Shahpur has granted development rights of the said Property along with other properties to Prakhhyat. The terms of the development include:

- (.) as and by way of consideration an area admoasuring 57,323 square feet (carpet area) has to be provided by way of residential and commercial premises to Shahpur in the proposed project;
- (ii) possession of 50% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shahpur; as agreed under agreement to be executed under Maharashtra Ownership Flat (regulation of Promotion of Construction, Sale, Management and (ransfer) Act, 1963, within 36 months from the date of nonagricultural permission from the Collector;
- (iii) possession of the remaining 50% of the area of 57,333 square feet (carpot area) will be required to be handed over to Shahpur within 48 months,
- (iv) Prakhhyat is entitled to deal with and dispose of the remaining flats/shups/offices to be constructed on the said Property and accept the monies;
- (v) Prakhhyat has full and absolute rights to transfer /assign the benefits of the development agreement in favour of the prospective purchasers.
- Ivi) Shahpur will be provided with the same standard amenities for the developed premises to be provided to them.
- (vii) Prakhhyat is entitled to create mongage over the said Property. The Development Agreement dated June 16, 2016 is silent on the termination rights of both parties and on the penalty classe in case there is a delay in giving possession of the area agreed under the Development Agreement bated June 16, 2016 to the land owner.



The name of Prakhhyat has been mutated in the fother rights column" of the 7/12 extracts by virtue of Mutation Entry no. 1284 dated May 12, 2017 in relation to the development rights of the said Property.

8. <u>Revenue Records</u>

The name of Prakhhvat has been recorded in the 'other rights to urnn' as the 'developer' with respect to the said Property.

C Chorge

By and under the LLP Agreement dated September 2, 2016 executed between Prakhhyat Assets LLP and (J) Sandeep Suroj Prakash Bagla, (J) Sumit Rajendraprasad Bhalotia and (J) Naresh Jagdish Sharma and Godrej Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property on September 2, 2016 to secure the repayment of Joan of INP 12,00,00,000 (Indian Rupeds Twelve Crores Only) in fevour of Godrej Properties Limited.

28. Survey No. 83 Hisso no. 3

A. <u>Tiple Document of Prakhhyot</u>

By and under a Development Agreement dated Jone 16, 2016 executed between Messis Snahpur Dwe lings (Shahpur) as the 'owner' and Prakhhyat as the 'developer' registered with the office of the Sub-Registrar of Ass, rances at Serial No. BVD-1/4486 of 2016, Shahpur has granted development rights of the said Property along with other properties to Prakhhyat. The terms of the development include:

- as and by way of consideration an area admeasuring 57.333 square feet (rarpet area) has to be provided by way of residential and commercial premises to Shahpur in the proposed project;
- (ii) possession of 50% of the area or 57,333 souare feet (carpet area) will be required to be handed over to Shahpur, as agreed under agreement to be executed under Maharashtral Ownership Flat (regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, within 36 months from the date of nonagricultural permission from the Collector;
- (iii) possession of the remaining 50% of the area of 57,333 square feet (carpet area) will be required to be banded over th Shabpur within 48 months;
- (iv) Prakhhyat is entitled to deal with and dispose of the remaining flats/shups/offices to be constructed on the sale Property and accept the momes;
- (v) Prakhhyat has full and absolute rights to transfer /assign the benefits of the development agreement in favour of the prospective purchasers.



- (vi) Shahpur will be provided with the same standard amenities for the developed oremises to be provided to them.
- (vii) Prakhhyat is entitled to create mortgage over the said Property. The Development Agreement dated June 15, 2016 is killent on the termination rights of both parties and on the penalty clause in case there is a delay in giving possession of the area agreed under the Development Agreement dated June 15, 2016 to the land owner.

The name of Prakhnyat has been mutated in the "other rights column" of the 7/12 extracts by virtue of Mutation Entry no. 1264 dated May 12, 2017 in relation to the development rights of the said Property.

B. <u>Revenue Records</u>

The name of Prakhhyat has been recorded in the lother rights column' as the 'developer' with respect to the said Property.

C. <u>Charne</u>,

By and under the LLP Agreement dated September 2, 2016 executed between Prakhhyat Assets LEP and (i) Sandeep Suraj Prakash Bagla, (ii) Sumit Rajendraprasad Bhafotta and (ii) Naresh Jagdish Sharma and Godrej Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of Idam of WB 12,00,00,000 (Indian Rupees Twelve Crores Oply) in favour of Godrej Properties Limited.

29. Survey No. 83 Hisso no. 6

A. <u>Title Document of Prakhbyot</u>

By and under a Development Agroument dated June 16, 2016 executed between Messis Shahpur Dweltings (Shahpur) as the forwner' and Prakhhyat as the 'developer' registered with the office of the Sub-Registrar of Assurances at Serial No. BVD-1/4435 of 2010, Shahpur has granted development rights of the said Property along with other properties to Prakhhyat. The terms of the development include.

- as and by way of consideration an area admeasuring \$7,333 square foot (carpet area) has to be provided by way of residential and commercial premises to Shahpur in the ordposed project;
- (ii) possession of 50% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shahper, as agreed under agreement to be executed under Maharashtral Ownership Stati (regulation of Fromotion of Construction, Sale, Management and Transfer) Act, 1963, within 36 months from the date of honagricultural permission from the Collector;



- (ii) possession of the remaining 50% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shahpur within 48 months;
- (iv) Prakhhyat is entitled to deal with and dispose of the remaining flats/shops/diffices to be constructed on the said Property and accept the monies;
- (v) Prakhnyat has full and absolute rights to transfer /assign the benefits of the development agreement in favour of the prospective purchasers.
- (vi) Shahper will be provided with the same standard amenities for the developed premises to be provided to them.
- (vii) Prakhnyat is entitled to create mortgage over the said Property. The Development Agreement dated June 16, 2016 is silent on the termination rights of both parties and on the behalty clause in case there is a delay in giving possession of the area agreed under the Development Agreement dated June 16, 2016 to the iand dwner.

The name of Prakhhyal bas open mutated in the "other rights coromo" of the 7/12 extracts by virtue of Mutation Entry no. 1284 dated May 12, 2017 in relation to the development rights of the said Property.

<u>Revenue Records</u>

The name of Prakhhyat has been recorded in the 'other rights column' as the 'developer' with respect to the said Property.

C. <u>Chorge</u>

By and under the LLP Agreement dated September 2, 2016 executed between Prakhhyst Assets LLP and (i) Sendeep Suraj Prakash Bagla, (ii Sumit Rajendraprasad Bhalotia and (ii) Naresh Jagdish Sharma and Godrej Properties Limited and Prakhhyat. Prakhnyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of pan of *IdR* 12,00,000 (Incian Rupees Twolve Crures Only) in favour of Godrej Properties Limited

30. Survey No. 83 Hissa no. 7

A. <u>Title Document of Prakhbyat</u>

By and under a Development Agreement dated June 16, 2016 executed between Shahpur as the 'owner' and Prakhhyat as the 'developer' registered with the office of the Sub-Registrar of Assurances at Serial No. BVD-1/4435 of 2016. Shahpur has granted development rights of the said Property along with other properties to Pra&phyat. The terms of the development include:



- as and by way of consideration an area admeasuring 57,333 square feet (carpet area) has to be provided by way of residential and commercial premises to Shahpur in the proposed project;
- (ii) possession of 50% of the area of 57.333 square feet (carpot area) will be required to be handed over to Shahpur, as agreed under agreement to be executed under Maharashtra. Ownership: Flat. (regulation: of: Promotion: of: Construction, Sale, Management and Transfer). Act, 1963, within 36 months from the date of nonagricultural permission from the Collector;
- (iii) possession of the remaining 50% of the area of 57.833 square feet (carpet area) will be required to be handed over to Shahpur within 48 months;
- (iv) Prakhhyat is entitled to deal with and dispose of the remaining flats/shops/offices to be constructed on the said Property and accept the monios:
- (v) Prakhhyat has full and absolute rights to transfer /assign the benefits of the development agreement in favour of the prospective purchasers.
- (vi) Shahpur will be provided with the same standard amenities for the developed premises to be provided to them.
- (viii) Prakinity at is entitled to create mortgage over the sold Property. The Development Agreement dated sure 15, 2015 is silent on the termination rights of both parties and on the penalty clause in case there is a delay in giving possession of the area agreed under the Development Agreement dated June 15, 2016 to the land owner.

The name of Praklibyat has been mutated in the "other rights column" of the 7/12 extracts by virtue of Mutation Entry no. 1284 dated May 12, 2017 in relation to the development rights of the said Property.

B. <u>Revenue Records</u>

The name of Prakhhypt has been recorded in the 'other rights column, as the 'developer' with respect to the said Property.

С <u>Сћаг</u>зе

By and under the LLP Agreement dated September 2, 2016 executed between Prachtyet Assets LLP and (i) Sandeep Sural Prakash Bagia, (ii) Sumit Rajendraprasad Bhalotia and (ii) Naresh Tagdish Sharma and Godrej Properties Limited and Prakhnyat, Prakhhyat has created rharge on rights acquired by Prakhhyat on the said Property, on September 2, 2015 to secure the repayment of Joan of INR 12,00,00,000 (Indian Rupees Twelve Crores Only) in fevour of Godrej Properties Limited



31. Survey No. 83 Hissa no. 9

A <u>Title Ducument of Prakhhyat</u>

By and under a Development Agreement dated June 16, 2016 executed between Shahour as the 'owner' and Prakhhyat as the 'developer' registered with the office of the Sub-Registrar of Assurances at Serial No. BVD-1/4436 of 2016, Shahour has granted development rights of the said Property along with other properties to Prakhhyat. The terms of the development include:

- (i) as and by way of consideration an area admeasuring 57,333 square feet (carpet area) has to be provided by way of residential and commercial promises to Shahour in the proposed project;
- (ii) possession of 50% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shabour, as agreed under agreement to be executed under Maharashtra. Ownership: Flat. (regulation: of: Promotion: of: Construction, Sale, Management and Transfer). Act, 1963, within 36 months from the date of nonagricultural permission from the Collector:
- (iii) possession of the remaining 50% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shahour within 48 months;
- (iv) Prakhhyat is entitled to deal with and dispose of the remaining flats/shoos/offices to be constructed on the said Property and accept the monies:
- (v) Prakhhyat bas full and absolute rights to transfer /ossign the benefits of the development agreement in favour of the prospective purchasers.
- (vi) Shahpur will be provided with the same standard amenities for the developed premises to be provided to them.
- (vii) Frakhhyat is entitled to create mortgage over the said Property. The Development Agreement dated June 16, 2016 is silent on the termination rights of both parties and on the penalty clause in case there is a delay in giving possession of the area agreed under the Development Agreement dated June 16, 2016 to the and owner.

The name of Prakhhyat has been mutated in the "other rights Column" of the 7/12 extracts by virtue of Mutation Entry no. 1284 dated May 12, 2017 in relation to the development rights of the said Property.

B. <u>Revenue Records</u>

The name of Prakbhyat has been recorded in the 'other rights column' as the ideveloper' with respect to the said Property

. .



C. <u>Charge</u>

By and under the CLP Agreement dated September 2, 2016 executed between Prakhhvat Assets (LP and (i) Sandeep Suraj Prakash Bagla, (ii) Sumit Rajendhaprasad Bhalotia and (ii) Naresh Jagdish Sharma and Godrej Properties Umited and Prakhhvat, Prakhhvat has created charge on rights acquired by Prakhhvat on the said Property, on September 2, 2016 to secure the repayment of Ioan of INR 32,00,00,000 (Indian Rupees Twelve Crores Only) in favour of Godrej Properties Limited.

32. Survey No. 40 Hisso No. 13/2

A. <u>Title Document of Prokhinyat</u>

- (i) By and under a Development Agreement dated July 4, 2036 executed between Balaram Shankar Thakare (Balaram)and Anant Shankar Thakare (Anant)as owners and Prakhbyat Dwellings LLP (Prakhbyat) as the 'developen' and Prakhbyat Homes as a confirming party, registered with the office of the sub-registrar of assurances at Bh wandi-1 under sena: No. BVD-37 3390 of 2016, Balaram Shankar Thakare and Anant Shankar Thakare have granted development rights of the Development Property being a portion admeasuring OH-369- 5P along with certain other property to Prakhbyat. As per the terms of this Agreement:
 - (i) developed premises admeasuring 38,232 square feet (usable carbet area) has to be provided to the owners in the following manner (i) area admeasuring 17,566 square feet to Anant and (ii) and area admeasuring 20,666 square feet to Balaram;
 - (ii) the developed premises are to be handed over within 39 months from the date of the development agreement, i.e. from July 4, 2016. In case of delay monthly rent at the prevailing market rate to be provided;
 - (iii) parking space to be provided to the owners in the ratio of their premises:
 - (iv) the premises can be provided in any part of the project;
 - (v) a security deposit of Rs. 40,00,000 (Rupeos forty lakh) has been provided to the owners and will be returned upon handing over the developed premises to the owners. In the event of failure to return, either the handing over of possession would be withheld till the time it is returned or the deposit amount will be adjusted against the premises and the premises would be reduced by 1,335 square feet to be deducted proportionality from the area to be provided to Baluram and Anant.
 - (v) Prakhhyat is entitled to transfer development rights to any other party in accordance with terms and conditions of this development agreement and the owners do not have any objections to such transfer. The Development Agreement dated July 4, 2016 is silent on the termination rights of both parties.



(ii) By and under a Development Agreement dated June 16, 2016 exercited between Shanpor as the 'owner' and Prakhtyat Dwellings LLP (Prakhtyat) as the 'developer' registered with the office of the Sub-Registrar of Assurances at Serial No. BVD-1/4436 of 2016, Shanpor has granted development rights of the balance portion of said Property admeasuring OH-11R-3P along with other properties to Prakhtyat. The terms of the development include:

- as and by way of consideration an area admeasuring \$7,333 square feet (carpet area) has to be provided by way of residential and commercial premises to Shahpun in the proposed project;
- b possession of 50% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shahpur, as agreed under agreement to be executed under Maharashtral Ownership Flat (regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, within 36 months from the date of nonagricultural permission from the Collector;
- possession of the remaining S0% of the area of 57,333 square feet (carpet area) will be required to be handed over to Shappur within 48 months;
- Prakhbyat is entitled to deal with and dispose of the remaining flats/shops/offices to be constructed on the said Property and accept the monies;
- e. Prakhhyat has full and absolute rights to transfer /assign the benefits of the development agreement in favour of the prospective purchase is
- f Shahpur will be provided with the same standard amenities for the developed premises to be provised to them;
- g. Prakhhyat is entitled to prepte mortgage over the said Property: and
- h. The Development Agreement dated June 16, 2016 is silent on the termination rights of both parties and on the penalty clause in case there is a delay in giving possession of the area agreed under the Development Agreement dated June 16, 2016 to the land owner.

The name of Praikhhyat has been recorded as the developer' for a portion of said. Property admeasuring OH-11R-3P in the 'other rights column' of the 7/12 extract vide. Mutation Entry No.1328 dated February 1, 2018

B. <u>Revenue Records</u>

The name of Prakhhyat has been recorded in the 'other rights columnilias the 'developer' with respect to a portion admeasuring CH 113-3P in said Property. We have not been provided with



an updated 7/12 extract reflecting the name of Prakhhyat as developer for the portion admeasuring 0H-36R-5P out of the said Property and the relevant mutation entry with respect to the same.

C. Cho<u>cae</u>

By and under the TLP Agreement dated September 2, 2036 executed between Prakhnyat Assets LLP and (I) Sanceep Sura, Prakash Bag'a, (ii) Sumit Rajenoraprasad Bhalotia and (ii) Naresh Jagdish Sharma and Godrej Properties Limited and Prakhhyat, Prakhhyat has created Charge on rights acquired by Prakhhyat on the said Property, on September 2, 2016 to secure the repayment of Ioan of INR 12,00,000 (Incian Ruppes Twelve Crores Only) in favour of Godrej Properties Limited.

33. Survey No. 40 Hisso no. 13/1/A

A <u>Title Cocument of Prakilhyat</u>

By and under a Development Agreement dated July 4, 2016 executed between Balaram Sharikan Thakare (Balaram) and Anant Shankar Thakare (Anantjas owners and Prakhhyat Dweilings LLP (Prakhhyat) as the 'developen' and Prakhhyat Admes as a confirming party, registered with the office of the sub-registrar of assorances at Bhiwandi-1 under serial No. BVD-3/ 3390 of 2016, Balaram Shankar Thakare and Anant Shankar Thakare have granted development rights of the Development Property being a portion admeasuring CH-36R- 5P along with certain other property to Prakhhyat As per the terms of this Agreement.

- (i) developed premises admeasuring 52,232 square feet (usable carpet area) has to be provided to the owners in the following manner (i) area admeasuring 17,566 square feet to Anapt and (ii) and area admeasuring 20,666 square feet to Balaram;
- fill the developed promises are to be handed over within 39 months from the date of the development agreement, i.e. from July 4, 2016. In case of delay monthly root at the prevailing market rate to be provided;
- (iii) parking space to be provided to the owners in the ratio of their premises;
- (iv) the premises can be provided in any part of the project,
- (v) a security deposit of Rs. 40,00,000 (Rupees forty lakh) has been provided to the owners and will be returned upon handing over the developed premises to the owners. In the event of failure to return, either the handing over of possession would be withheld till the lime it is returned on the deposit amount will be adjusted against the premises and the premises would be reduced by 1.335 square feet to be deducted proportionality from the area to be provided to Balarom and Anant.



(vi) Prakhhyat is entitled to transfer development rights to any other party in accordance with terms and conditions of this development agreement and the owners do nut have any objections to such transfer. The Development Agreement dated July 4, 2016 is silent on the termination rights of both parties.

9 <u>Revenue Records</u>

We have not been provided with the updated 7/12 extract reflecting the name of Prakhhyat in the fother rights column' as the ideveloper' with respect to the said Property.

C <u>Charge</u>

By and under the LLP Agreement dated Saptember 2, 2016 executed between Prakhhyat Assets LLP and (i) Sandeep Suraj Prakash Bagla, (ii) Sumit Rajendraprasad Bhalotia and (ii) Naresh Jagdish Sharma and Godrej Properties Limited and Prakhhyat, Prakhhyat has created charge on rights acquired by Prakhhyat on the said Property, on September 2, 2015 to secure the repayment of Ioan of INR 12,00,00.000 (ind an Rupees Twelve Crores Only) in favour of Godrej Properties Limited.

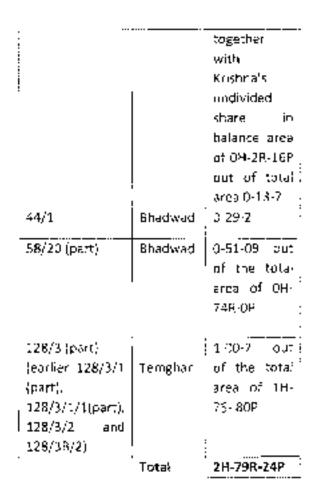
IV. CONCLUSION

 Prakhhyat Owellings JP has acquired the ownership rights in the Ownership Property as stated below as per the terms of the respective conveyance deeds

All the piece and parcels of land bearing the following Survey Nosi and Missa Nosi lying being and situated at the following villages, Taloka Bhiwandi, District Thane and Sub-District. Thane within the local amits of Bhiwandi Nizampur Monicipal Corporation:

Survey	, i	Volage	Area
and Hissa	No. j		(in H-R-P)
40/3/2		Bhadwad	0.53-0
40/4		Bhadwad	0-06-8
42 ·		Bhadwad	0-14-7
42/2]	Bhadwad	່ວ 34-0
45/7	<u> </u>	Bhodwad	: C-18-7
58/11		Bhadwad	0.12-0
58/15	i	Bhadwad	C-12-0
58/17	··	Bhadwad	0-04-0
58/21		Bhadwad	0-06-0
58/22		Bhatiwad	0-03-0
¹ 129/2	(part)	Temghar	0-1-7 (out of
(now me	arged		total area of ;
, with 129/2/1)			0-18-1)
(40/6 (part) Bha Jwad			0 11-54





(ii) Prakhnyat Dwelkings LLP has acquired development rights of the Development Property as stated below as per the terms of the respective development agreements.

All the piece and parcels of land bearing the following Survey Nos, and Hissa Nos, lying being and situated at the following villages, Tafuka Bhtwandt, District Theore and Sub-District Thane within the local limits of Bhtwandt N zampur Municipal Corporation:

Surve	iγ	Village	Area
and Missa Nu.			(in H-R-P)
44/3/1		Shaqwaq	0-05-1
44/3/2		Bhadwad	0-05-3
44/4		Bhadwad	0-14-9
64/5		Shadwad	0-12 1
44/6		Bhadwad	0-03-3
43/3		Bhadwad	0-01-0
44/2	(now	Bhadwad	0-10-3
44/2/2)	•		
40/1	(part)	Bhadwad	0.05-0
(now	40/1		!
part/2)		•	
40/5		Bhadwad	0-15-7

PHOINIX HCAL

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40/7	Shadwad	
40/12	Bhadward	U-C3-8
83/3	Bhadwad	0-03-3 !
83/6	Bhadwad	0-02-8
83/7	Bhadwad	i 0-03-8 👘
83/9	Bhadwad	0 05 3
40/13/2	Bhadwad	0-47-8
40/13/1/A	Shaqwad	0-43-5
128/3 (part)	Temghar	0-22-3 out of
(eadier 1		the total
- 128/3/1 (part),		area of IH-
128/3/1/1(part		75-80P
). 128/3/2 and		.
128/38/2)		
	Total	2H-09R-60P

We have issued the due diligence report (**DD Report**) dated September 1, 2016 and the addendum due diligence report dated August 12, 2019 (**Addendum DD Report**), upon verification of rights of Prakhovat, in respect of the said Property. The above rights of Prakhovat over the said Property shall be subject to what is stated in the DD Report, the Addendum OD Report.

This Report has been issued pursuant to the OD Report and the Addendum DD Report issued by us in respect of the Property. This Report intends to simply capture the rights over the said Property and is to be read in conjunction with the DD Report and the Addendum OD Report and not a standalone pasis.

We have conducted due diligence on the rights, title and interest of Prakhlivat over the sold Property based on the copies of documents provided to us, more particularly set out in Annexure A of the DD Report and Annexure A of the Addendum OD Report and the original documents more particularly set out in Annexure B of the DD Report and Annexure B of the Addendum DD Report inspected by us .The verification of rights and title of Prakhbyat is based on the documents provided to us. This Report is subject to the qualifications, limitations and is based on the assumptions as stated under Annexure A of this Report.



Annexure-A

I. Limitation of Scope, Assumptions and Qualifications:

- 1.1. We have caused to undertake a search at the relevant sub-registrar's office for the period 1986 to 2016, through D. K. Patil, title investigator as part of our scope of work under the DD Report, and we have relied on the reports issued by D. K. Patil dated August 1, 2016 in respect of the findings of the search, as more particularly stated in the DD Report.
- 1.2. We have caused to undertake a search at the database maintained by the Ministry of Corporate Affairs, through a company secretary. Mr. Sharad Tyagi, in respect of Prakhbyat and the said Property and we have relied on the reports issued by Mr. Sharad Tyagi on June 26, 2019.
- 1.3. We have caused issuance of public notices, on behalf of Prakhhyat, on July 11, 2016 in the Times of India (English) and Maharashtra Times (Marathi) howspaper and on June 24, 2019 to verify the rights of Prakhhyat in respect of the said Property (save and except in respect of property bearing survey number 129/2 (part) (now merged with 129/2/1) and survey no. 40/6 (part))(Public Notices). No claims or objections were received in pursuance to the Issuance of the Public Notices.
- 1.4. Save as stated in this Report, we have not independently validated the information provided to us with any external source, including the sub registrar of assurances, land and revenue records, local courts, or any such other external source, and we have not carried out searches in any court of law.
- 1.5. This Report sets out our findings as an August 1, 2019 and therefore, the contents of this Report, unless specifien otherwise, are effective only up to such date.
- We have neither visited the actual site nor have we inspected the said Property to ascertain or verify the persons who are in physics) or actual occupation of the said Property.
- Our comments are limited to issues arising only out of legal and regulatory matters. We have not examined the implication of business issues that may arise out of commercial transactions.
- The views and observations are limited to Indian laws related to the scope of work mentioned in the DD Report and the Addendum DD Report and we have not opined on any other laws and have assumed that all such laws have been complied with.
- 19. This Report is littered to the matters expressly set forth herein and no report/opinion is implied or may be inferred beyond the matters expressly stated herein. Matters expressly stated herein are limited to reflect the state of the law applicable to the particular facts herein contained only as of the date hereof. We express no opinion as to the consequence or upplication of any law, existing and epplicable after such date and expressly decline any continuing obligation to advice after the date of this Report of any changes in the foregoing or any change of circumstances of which we may become aware that may affect our observations contained herein.
- 1.10. This Report is subject to the qualifications and is based on the assumptions set out in the DO Report, the Addendum DD Report and this Report.



1.11. The translation of documents furnished to us which are in the local language of the State of Maharashtra, have not been translated by the Cluef Franslator and Interpreter, Bombay High Court and we have relied on such translations.

1.12. We are not commenting on the location of the land or contiguity of the said Property.

- 1.13. We have assumed all amount payable as consideration under sale deed/conveyance/ development agreement have been paid.
- 1.14. We are not commenting on adequacy of stamp duty paid on documents and assume that adequate stamp duty has been paid on all sale deeds /conveyances / development agreements.
- 1.15. For the purpose of this Report, we have relied upon information relating to sincage, on the basis of revenue records and information provided to us by Prakhhyat. As the tracing of title of the said Property is a revenue based tracing, we have taken the 7/12 extracts as the root of title and to ascertain the outcome of any partition related disputes or litigation, and have assumed the authenticity of the 7/12 extracts and the corresponding mutation critries. In certain | nases, we have not ревц turnishea. with documents. /deeds/orders/letters/correspondences referred to in the mutation entries, in such cases, we have relied upon the contents of the mutation untries since as per Section 157 of the Maharashtra Land Revenue Code, 1966, the entries made in the record of rights and a rertified. entry in the register of mutations are presumed to be true until contrary is proved or a new entry is lawfully substituted thereafter.
- 1.16. We have not reviewed the official demarcation of the said Property. Therefore, we do not offer any observations and/or comments in respect of the demarcation, and survey of the said Property and this Report does not deal with issues, if any, arising out of the official demarcations.
- 1.17. We did not have any access directly to the proceessors in title to Prakhhyat Dwollings itP/ nument owners to ascertain the various aspects about the holding such as the persons who complised of their Hindu undivided form key, the undivided holdings of individuals in the land, the boundaries of the holdings and other like issues. We are therefore, not commenting on the boundaries of the said Property nor are we qualified to express our opinion on physical identification of the said Property. Further, we have not been provided with the family trees of the pre-decessors of title of the previous owners/interest holders of the said Property. The Hindu undivided families are hence presumed to be joint unless otherwise provided.
- 1.18 We have relied on the information, representations made and clarifications provided by Preximput and Godrey in their communication with us, with respect to the title and rights of Prakhnyat Owellings LLP in respect of the said Property.
- 1.19. In the event of any portion of the said Property being affected by the provisions of the Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947, we assume that any sule or transfer of the said Property is in adherence to the provisions of the Fragmentation and Consolidation of Holdings Act, 1947 and the rules framed to eventifier.
- 1.20. We are not authorized or qualified to express an opinion relating to plan permissions, approval or development potential of the sail Property.



- 1.21. We have not verified the status of payments of taxes in respect of the said Property.
- 1.22. We have not verified any documents evidencing renumbering of any survey no priconsolidation of any survey no.
- 1.23. Save and except, the litigations mentioned in the DD Report and the Addendum DD Report, we have been made to uncerstand that there are no other litigations filed with respect to the Property.
- 1.24. We have not verified issues relating to acquisition and / or reservation of the Property or any portion thereof by Governmental Authorities, other than as mentioned in this Report.
- 1.25. A report, certificate, determination, notification, opinion on the like will not be binding on an Indian court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
- 1.26. This Report is not a 'Title Cert heate' relating to the said Property, but is merely a report of due diligence carried but for assisting Godre, to ascertain the rights of Prakhhyat over the said Property.
- 1.27. This Report is provided solely for the purpose of assisting Godroj to assess the rights of Prakhhyat over the said Property. This Report may not be relied upon by any other person on for any other purpose. We have no responsibility or liability whatsoever in respect of, or arising out of, or it connection with, the contents of this Report to any person other than those to whom it is addressed.
- 1.28. We have prepared this Report pursuant to the OD Report and the Addendum DD Report on the basis of record of documents provided to us and we have no obligation to update this Report based on any information, or replies or documents received by us beyond this date.
- 1.29. We make no representation or warranty and give no undertaking as to the accuracy, reasonableness or completeness of the information contained in any document or information supplied to us for the purpose of preparing this Report.
- 1.30. Certain specific qualifications are relevant in relation to particular areas of the work carried out by us. These are set out in the body of this Report, and are qualified accordingly.
- 1.31. We have inspected the originals of the documents listed in Annexure B of the DD Report and Annexure B of the Addendum DD Report and we have relied on the photocopies of the documents in respect of the said Property furnished to us and listed in Annexure A of the DD Report and enail topies of the Addendum DD Report, and essume that all copies (including faxed and email topies) of documents are complete and conform to the original instruments and any document as submitted to us, including any authorization specified there n, continues to be in full force and effect according to its terms. Additionally, for the purpose of this Report, the OD Report and the Addendum DD Report have relied on the declaration dated August 5, 2019 provided by Prakhhyut.



- 1.32. We have assumed that the parties entering into various agreements/contracts set out herein below were legally entitled to enter into a valid contract, and have further assumed the genuineness of all the signatures and the authenticity of all documents submitted to us as copies.
- 1.33. We have assumed that each executed document supplied to us is in full force, unless stated otherwise in the Report, and has not been terminated or amended and that no obligation under that document has been waived, except where specifically mentioned in this Report.
- 1.34. We assume that the person(s) executing various deeds in respect of the said Property on behalf of Prakhhyat or any other person were duly authorized in that regard by a resolution duly passed in the meeting of the partners of Prakhhyat or under a valid power of attorney.

Dated this 12th day of August, 2019

Yours sincerely,

Phoenix Legal