



KIRAN BADGUJAR

B.A., LL. B.

Advocate High Court

4/576, Suryodaya C.H.S. Ltd.,

Kher Section, Ambarnath (E), Thane - 421 501.

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Ref. No. : Balkum-A-4

Date : - 6 DEC 2021

To,
Maha RERA,
Bandra Kurla Complex, Mumbai

LEGAL TITLE REPORT

Sub:- Title clearance certificate with respect to Plot comprising lands bearing New/Revised Survey Nos' after sub-division i.e. 43/2, 43/3, 43/5, 47/2/A, 43/4, 47/1, 47/5, 44/1, 46/1/A, 47/4/A, 47/2+3/2/A, 47/3/1/A, and 45/1 admeasuring 20,960.00 sq. meters, situated at Village Balkum, Taluka and District Thane and more particularly described below (hereinafter referred to as "said Plot").

1/- I have investigated the title of said Plot on the request of M/s Dosti Enterprises, a Partnership Firm, having its registered office at Lawrence & Mayo House, First Floor, 276, Dr. D. N. Road, Fort, Mumbai 400 001, and following documents i.e. :-

1) Description of the Property:

All that piece and parcel of Plot comprising Non-Agricultural lands bearing New/Revised Survey/Hissa Nos' after sub-division i.e. 43/2, 43/3, 43/5, 47/2/A, 43/4, 47/1, 47/5, 44/1, 46/1/A, 47/4/A, 47/2+3/2/A, 47/3/1/A, and 45/1 admeasuring 20,960.00 sq. meters, **the said Plot**, lying, being and situate at Village Balkum, Taluka and District Thane, within the limits of the Municipal Corporation of the City of Thane and within the Registration and Sub-Registration District of Thane, having description as per revenue record as under:

Sr. No.	Old Survey/ Hissa No.	New Survey/ Hissa No.	Area (Sq. Mtrs.)	Revised Survey/ Hissa No. after sub-division	Area (Sq. Mtrs) after sub-division	Names of Owner/s and charge of Developer on 7/12 extracts
1.	40/2	43/2	2350	Nil	Nil	Tulsiram Sitaram Bhoir, Yashoda Madhukar
2.	40/3	43/3	810	Nil	Nil	Bhoir, Gurunath Madhukar Bhoir, Rajesh Madhukar
3.	40/5	43/5	940	Nil	Nil	Bhoir, Avinash Madhukar Bhoir, Maruti



4.	44/2/1	47/2/A	750	Nil	Nil	Jaggu Bhoir, Namdev Bhaskar Bhoir, Janardhan Bhaskar Bhoir, Bebibai Dattatraya Bhoir, Shakuntala Maruti Madhavi, Ratnaprabha Mahadev Bhoir, Manisha Balkrushna Patil, Shubhangi Pralhad Patil, Vaibhav Mahadev Bhoir, Ankush Abhimanyu Madhavi, Shakuntala Narayan Koli, Ramabai Govar Patil, Aruna Pandit Kotkar and Kunda Dhanaji Bhoir-- Owners. M/s. Dosti Enterprises - Developer.
5.	40/4	43/4	710	Nil	Nil	Narayan Atmaram Bhoir, Harichandra Atmaram Bhoir, Murlidhar
6.	44/1	47/1	600	Nil	Nil	



7.	44/5	47/5	450	Nil	Nil	Atmaram, Abhimanyu Atmaram, Tarabai Atmaram, Jankibai Atmaram, Parvati Dayaram – Owners. M/s. Dosti Enterprises - Developer.
8.	41/1	44/1	5860	Nil	Nil	Yashoda Waman Bhoir, Dilip Kumar Ramchandra, Amba Hari, Hirubai Balkrushna Bhoir, Paljibai Balkrushna, Sulabha Pandharinath, Kusum Dundaram, Bhaskar Balkrushna, Ramesh Balkrushna, Sanjivani Chandrakant, Dadaram Balkrushna, Arun Balkrushna, Sulochana Balkrushna, Ravindra Chandrakant Bhoir, Sainath Chandrakant, Latabai



						<p>Chandraknat, Sunita Bhagirath, Jitendra Bahgirath, Dharmendra Bahgirath, Sandhaya Krushna Mhatre, Jayashri Vilas Gaikar, Chandralekha Krushna Patil, Savitri Mahadev Bhoir, Jaivantibai @ Revati Suresh Patil, Nutan Valka Daki, Rajesh Waman Bhoir, Sulabha Dwarkanath Patil, Rekha Suresh Patil- Owners.</p> <p>M/s Dosti Enterprises - Developer.</p>
9.	43/1/Pt	46/1/A	310	Nil	Nil	<p>Rukhamini Narayan Joshi, Bhagirath Narayan, Jaiwant Narayan, Bhagwan Narayan, Haridas Narayan, Minakshi Ramdas, Bebibai Nilkhantha, Bharati Kisan Vaiti, Nutan Pramod Patil, Yamunabai</p>



						Raghunath Joshi, Malati Raghunath, Nasiket Raghunath, Jagdish Raghunath Joshi, Anant Raghunath, Hemlata Mulchand Patil, Rajshree Pritam Joshi, Navnath Pritam Joshi-- Owners M/s. Dosti Enterprise - Developer.
10.	44/4/Pt	47/4/B	2450	47/4/A	40	Chandrakant Bhiwa Patil, Sharad Bhiwa Patil, Sainath Bhiwa Patil, Suresh Bhiwa Patil - Owners M/s. Dosti Enterprises Developer
11.	44/2/2+ 3/2	47/2/B	1620	47/2+3/2/ A	1290	Rajul Vrajlal Vora
12.	44/3/1	47/3/1	980	47/3/1/A	960	
13.	42/Pt	45/2	6930	45/1	5890	



2) The Documents of allotment of said Plot:

Sr. No.	Old Survey/ Hissa No.	New Survey/ Hissa No.	Revised Survey/Hissa No. after sub-division	Details of Documents
1.	40/2	43/2	Nil	<p>1. Registered Development Agreement read with Authenticated Power of Attorney both dated 23rd January, 2007, read with Deed of Confirmation cum Supplementary Agreement and Power of Attorney both dated 18th June, 2014 (two in numbers) in favour of M/s Dosti Enterprises.</p> <p>Registered Development Agreement read with Authenticated Irrevocable Power of Attorney both dated 22nd April, 2008 in favour of said M/s Dosti Enterprises.</p> <p>2. Registered Development Agreement dated 6th May, 2008 read with Authenticated Irrevocable Power of Attorney dated 21st July, 2008, read with Deed of Confirmation dated 27th November, 2008 in favor of M/s Dosti Enterprises.</p>
2.	40/3	43/3	Nil	
3.	40/5	43/5	Nil	
4.	44/2/1	47/2/A	Nil	
5.	40/4	43/4	Nil	<p>1. Registered Agreement for Assignment of Development Rights dated 26th September, 2007 read with Authenticated Power of Attorney dated 26th September, 2007 in favour of M/s Dosti Enterprises.</p> <p>2. Registered Agreement for Sale read with Authenticated Power of Attorney both dated 23rd July</p>
6.	44/1	47/1	Nil	
7.	44/5	47/5	Nil	



				2009, in favour of M/s Dosti Enterprises.
8.	41/1	44/1	Nil	Registered Development Agreement read with Substituted Power of Attorney both dated 22 nd February, 2007; and Registered Confirmation Deed read with Authenticated Power of Attorney both dated 6 th November, 2015 in favour of M/s. Dosti Enterprises.
9.	43/1/Pt	46/1/A	Nil	1. Registered Development Agreement dated 29 th September, 2006 read with Authenticated Power of Attorney dated 10 th October, 2006, in favour of M/s. Dosti Enterprises. 2. Registered Development Agreement read with Authenticated Power of Attorney both dated 13 th November, 2007 and Authenticated Power of Attorney dated 14 th November, 2007 in favour of M/s. Dosti Enterprises.
10.	44/4/Pt	47/4/B	47/4/A	1. Registered Development Agreement read with Authenticated Power of Attorney both dated 3 rd March, 2008/2012 in favour of M/s Dosti Enterprises. 2. Registered Agreement for Sale read with Power of Attorney both dated 31 st December, 2011/2012 in favour of M/s Dosti Enterprises. 3. Registered Deed of Confirmation read with Authenticated Power of Attorney both dated 2 nd July,



				<p>20122012 in favour of M/s Dosti Enterprises.</p> <p>4. Registered Deed of Confirmation read with Authenticated Power of Attorney both dated 14th May, 20122012 in favour of M/s Dosti Enterprises.</p> <p>5. Registered Deed of Confirmation dated 27th June, 2012 read with Authenticated Power of Attorney dated 2nd July, 2012 in favour of M/s Dosti Enterprises.</p>
11.	44/2/2 (44/2/2+3/2)	47/2/B	47/2+3/2/A	<p>1. Development Agreement dated 17th February, 2007 read with Substituted Power of Attorney dated 27th February 2007, and Supplementary Agreement dated 22nd August, 2007 read with Authenticated Power of Attorney dated 22nd August, 2007 in favour of M/s. Dosti Enterprises.</p>
12.	44/3/1	47/3/1 (47/3)	47/3/1/A	<p>2. Registered Deed of Conveyance dated 20th November, 2010 in favour of Rajul Vrajlal Vora.</p> <p>3. Registered Affidavit cum Declaration dated 01.04.2014, the Owner has declared that he is the partner of M/s Dosti Enterprises and though the said land has been purchased in his personal name, the funds for purchasing the said land was paid and procured from the accounts of said M/s Dosti Enterprises wherein he is one of the partners and save and except his proportionate share in the said land in the capacity of</p>



				the partner of said M/s Dosti Enterprises, all rights, title and interest in the said land vests with said M/s Dosti Enterprises and possession of said land also lies with said M/s Dosti Enterprises for development thereof and said land was purchased for the benefit of said M/s Dosti Enterprises.
13.	42/Pt	45/2	45/1	<p>1. Development Agreement dated 13th March, 2007 read with Authenticated Power of Attorney dated 14th March, 2007, and registered Supplementary Agreement dated 15th March, 2007 in favour M/s Dosti Enterprises.</p> <p>2. Registered Agreement for Sale dated 4th November, 2011 and further registered Deed of Conveyance read with Authenticated Power of Attorney both dated 28th November, 2011 in favour of Rajul Vrajilal Vora.</p> <p>Registered Affidavit cum Declaration dated 01.04.2014, the Owner has declared that he is the partner of M/s Dosti Enterprises and though the said land has been purchased in his personal name, the funds for purchasing the said land was paid and procured from the accounts of said M/s Dosti Enterprises wherein he is one of the partners and save and except his proportionate share in the said land in the capacity of the partner of said M/s Dosti Enterprises, all rights, title and</p>



				interest in the said land vests with said M/s Dosti Enterprises and possession of said land also lies with said M/s Dosti Enterprises for development thereof and said land was purchased for the benefit of said M/s Dosti Enterprises.
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- 3) The 7/12 extracts dated 11.10.2021 issued by Talathi Saza Balkum, Taluka and District Thane in respect of the said Plot and respective mutation entries in respect thereof.
- 4) Search Report for last 30 years from 1990 till 2021 in respect of the said Plot taken from the Sub-Registrar Office.

2/- On perusal of above mentioned documents and all other relevant documents relating to the title of said Plot, I am of the opinion that, the title of Owner/s and Developer is clear and marketable save and except the mortgages as more particularly described in Annexure B.

Owners and Developer of said Plot :

Sr. No.	New S/H No. / Revised S.H. No. after sub-division	Name of Owner/s and charge of Developer on 7/12 extracts
1.	43/2	Tulsiram Sitaram Bhoir and others – Owners.
2.	43/3	M/s. Dosti Enterprises - Developer.
3.	43/5	
4.	47/2/A	
5.	43/4	Narayan Atmaram Bhoir and others & Abhimanyu Atmaram Bhoir and others – Owners.
6.	47/1	M/s. Dosti Enterprises - Developer.
7.	47/5	
8.	44/1	Yashoda Waman Bhoir and others – Owners.
		M/s Dosti Enterprises – Developer.
9.	46/1/A	Rukhamini Narayan Joshi and others & Bhagirath Narayan Joshi and others - Owners.
		M/s. Dosti Enterprise - Developer.



10.	47/4/A	Chandrakant Bhiva Patil and others	Owners
		M/s. Dosti Enterprises	Developer
11.	47/2+3/2/A	Rajul Vrajlal Vora – Owner	
12.	47/3/1/A		
13.	45/1		

Qualifying comments/remarks :**i. Sub-divisions with respect of said Plot –**

In respect of portion of area 1240.00 Sq. Mtrs. out of total area 2450.00 Sq. Mtrs. of New S. No. 47/4/B, area 330.00 Sq. Mtrs. out of total area 1620.00 Sq. Mtrs. of New S. No. 47/2/B, area 20.00 Sq. Mtrs. out of total area 980.00 Sq. Mtrs. of New S. No. 47/3 & area 1040.00 Sq. Mtrs. out of total area 6930.00 of New S. No. 45/2 has been handed over Vide registered Deed of Declaration to the Thane Municipal Corporation as the same was under reservation for 20 Mtrs. wide D.P. road as per Sanctioned Development Plan. Accordingly, said lands bearing New S. No. 47/4/B, 47/2/B & 47/3 have been sub-divided and renumbered as Survey No. 47/4/A, area 40.00 Sq. Mtrs., 47/4/D area 1170.00 Sq. Mtrs., 47/2+3/2/A area 1290.00 Sq. Mtrs., 47/3/1/A area 960.00 Sq. Mtrs. & 45/1 area 5890.00 Sq. Mtrs. respectively which stands in the name of Owners/Developer and Survey No. 47/4/B area 1240.00, 47/2+3/2/B area 330.00 Sq. Mtrs., Survey No. 47/3/1/B area 20.00 Sq. Mtrs. & 45/2 area 1040.00 Sq. Mtrs. respectively which stands in the name of Thane Municipal Corporation.

ii. No applicability of Revenue and/or Area sharing and no applicability of Land Owner/s as co-promoter/s :

The Development Rights in respect of said Plot granted for consideration, which has been paid and discharged and there is no provision of revenue and area sharing in said Development Agreements. Therefore, the Owners are not required for joining as the co-promoters while registering the project under the RERA as they does not fall under the definition of Promoter as provided by Maha-Rera.

3/- The report reflecting the flow of the title of Owner/s and Developer in respect of said plot is enclosed herewith as Annexure A.

Annexed : as above

Date : **- 6 DEC 2021**

(KIRAN BADGUJAR)
Advocate



ANNEXURE - A

FLOW OF THE TITLE OF THE SAID PLOT :

Sr. No.	New S/H No. / Revised S.H. No. after sub-division	Title Flow
1.	43/2	<p>1. Said Lands are an ancestral property of Mahadev Sitaram Bhoir and others (hereinafter referred to as "said Owners").</p> <p>2. Under its Order dated 30th June, 1987, issued under Section 8(4) of the Urban Land Ceiling and Regulations Act, 1976 ("ULC ACT") - since repealed w.e.f. 29th November, 2007, the Dy. Collector and Competent Authority, Thana has declared the said Lands as "Retainable Land".</p> <p>3. On perusal of 7/12 extracts of said Lands, it appears that the said Lands have not been declared as "Forest" under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975.</p> <p>4. By and under registered Agreement for Development read with Authenticated Power of Attorney both dated 18th May, 2006, the said Owners had granted Development Rights in respect of the said Lands for consideration to and in favour of one M/s. Shri Swami Enterprises and delivered the possession thereof to said M/s Shri Swami Enterprises ("said M/s Shri Swami Enterprises").</p> <p>5. By and under registered Development Agreement read with Authenticated Power of Attorney both dated 23rd January, 2007, executed by the said Owners and said M/s Shri Swami Enterprises as Confirming Party, read with Deed of Confirmation cum Supplementary Agreement and Power of Attorney both dated 18th June, 2014, executed by Yashoda Madhukar Bhoir and others, the co-owners in respect of their undivided share in said lands, the said Owners, their family members and said Shri Swami Enterprises, have granted development rights in respect of the said Lands for consideration to and in favour of M/s Dosti Enterprises and/or its nominees and assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to said M/s Dosti Enterprises.</p>
2.	43/3	
3.	43/5	
4.	47/2/A	



		<p>6. By and under registered Development Agreement read with Authenticated Irrevocable Power of Attorney both dated 22nd April, 2008, executed by Namdev Bhaskar Bhoir and others, the co-owners in respect of their undivided share in the said lands, the said Owners have granted development rights in respect of said land for consideration to and in favour of said M/s Dosti Enterprises and/or its nominees and assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to said M/s Dosti Enterprises.</p> <p>7. By and under another registered Development Agreement dated 6th May, 2008 read with Authenticated Irrevocable Power of Attorney dated 21st July, 2008, executed by Maruti Jagu Bhoir and others, the co-owners in respect of their undivided share in the said lands, read with Deed of Confirmation read with Authenticated Irrevocable Power of Attorney both dated 27th November, 2008, executed by Vaishali Sudhakar Bhandari and others, the co-owners in respect of their undivided share in the said lands, the said Owners have granted the development rights in respect of said land for consideration to and in favour of said M/s Dosti Enterprises and/or its nominees and assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to said M/s Dosti Enterprises.</p> <p>8. Proceeding bearing RCS No. 687/2010 filed by one Dwarkanath Maruti Bhoir against Maruti Jaggu Bhoir and others and another proceeding bearing R.D. No. 38/2012 filed by one Maruti Jaggu Bhoir against Madhukar Sitaram Bhoir in respect of said lands are pending before C.J.J.D., Thane. In the said proceedings no adverse order is passed affecting the title of said land.</p>
5.	43/4	<p>1. The said Lands are ancestral property of Narayan Atmaram Bhoir and others and Abhimanyu Atmaram Bhoir and others (hereinafter referred to as "said Owners").</p> <p>2. The Competent Authority under Urban Land (Ceiling and Regulations) Act, 1976, (ULC ACT) – since repealed, by its Order dated 30/12/1982, issued under Section 8(4) of the said Act, has declared the said lands as "Surplus Lands" of the Owners. However, the said Lands have not been acquired under Section 10(3) and 10(5) of the provisions of the ULC Act-since repealed w.e.f. 29th November, 2007 and/or no point of time, any order under Section 20 or 21 of the said act was</p>
6.	47/1	
7.	47/5	



		<p>issued in respect thereof and therefore the holding development and transfer of the said Lands is not affected under the saving provisions of the said repealed Act.</p> <p>3. On perusal of 7/12 extracts of the said Lands it appears that the said Lands have not been declared as "Forest", under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975.</p> <p>4. By and under registered Development Agreement read with Authenticated Power of Attorney both dated 13th June, 2006, said Narayan Atmaram Bhoir and others granted for consideration the Development rights of their undivided share in the said lands to and in favour of Haware Engineers and Builders Pvt. Ltd. ("said Haware") or its nominees or assignees as the said Haware may desire and delivered the possession thereof to said Haware.</p> <p>5. By and under further registered Agreement for Assignment of Development Rights read with Authenticated Power of Attorney dated both 26th September, 2007, said Haware assigned their rights in the said lands for consideration to and in favour of M/s Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to the said M/s Dosti Enterprises.</p> <p>6. By and under further registered Agreement for Sale read with Authenticated Power of Attorney both dated 23rd July 2009, executed by Abhimanyu Atmaram Bhoir and others personally confirmed for consideration the grant of Development and sale rights of their undivided share in the said lands to and in favour of said Dosti or its nominees or assignees as the said Dosti may desire and further confirmed the delivery of physical possession thereof to said Dosti.</p>
8.	44/1	<p>1. Said Land is an ancestral property of Yashoda Waman Bhoir and others (hereinafter referred to as "said owners").</p> <p>2. By and under Order dated 28.03.2001 u/s 8(4) of Urban Land Ceiling and Regulations Act, 1976 ("ULC ACT") - since repealed w.e.f. 29th November, 2007 and further Order 10th February, 2010 under, the Additional Collector and Competent Authority, Thane, has declared the said Land as "Retainable Land".</p> <p>3. On perusal of 7/12 extract of the said Land it appears that the</p>

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		<p>said Land has not been declared as "Forest" under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975.</p> <p>4. By and under registered Declaration cum Confirmation dated 25/01/2005 in respect of Agreement for Sale dated 24th March, 1987 read with Authenticated Power of Attorney dated 24th March, 1987, 5th May, 1989, 23rd September, 2001, 23rd February, 2004, the said owners had agreed to sale, convey, transfer and assign the said Land for consideration to and in favour of Manju Narendra Gupta, Proprietress of East-N-West Builders, now merged with RNA Builders (NG) ("said RNA") and/or its nominees or assignees as the said RNA may desire and delivered the possession thereof to said RNA.</p> <p>5. By and under registered Development Agreement read with Substituted Power of Attorney both dated 22nd February, 2007, said RNA for itself and as Constituted Attorney for said owners have granted the development rights in the said Land for consideration to and in favour of M/s. Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to said M/s Dosti Enterprises.</p> <p>6. By and under registered Confirmation Deed read with Authenticated Power of Attorney both dated 6th November, 2015, executed by the family members of Owners and said RNA as Confirming Party, the said Owners have granted development rights in the said Land to and in favour of said M/s Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire and confirmed the delivery of possession thereof by RNA to M/s Dosti Enterprises.</p> <p>7. Proceeding bearing Complaint No. 60/2017 before Tahasildar, Thane in respect of proposed Mutation No. 4158 in respect of said land, filed by M/s Dosti Enterprises is pending and closed for order.</p>
9.	46/1/A	<p>1. The said Land is ancestral property of Pritam Raghunath Joshi and others and Bhagirath Narayan Joshi and others (hereinafter referred to as the "said Owners").</p> <p>2. The said Land is not acquired by the Govt. under Section 10(5) of the Urban Land (Ceiling and Regulations) Act, 1976. Further, no development scheme under Section 20 and 21 of the said ULC Act has been sanctioned on the said Land. As such, as per</p>



	<p>the provisions of ULC Repeal Act 1999, the provisions of ULC Act are not applicable to the said Land.</p> <p>3. On perusal of 7/12 extract of the said Land prima-facie it appears that the said Land has not been declared as "Forest" under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975.</p> <p>4. By and under registered Development Agreement read with Authenticated Power of Attorney both dated 19th September, 2005, said Owners have granted the Development Rights in respect of their undivided half share in the said Land for consideration to and in favour of M/s. Siddhi Enterprises ("said Siddhi") and/or its nominees or assignees as the said Siddhi may desire and delivered the possession thereof to the said Siddhi.</p> <p>5. By and under registered Development Agreement dated 29th September, 2006 read with Authenticated Power of Attorney dated 10th October, 2006, executed by Raghunath Nago Joshi (HUF) through its Karta and Manager Pritam Raghunath Joshi with other co-owners and said Siddhi as Confirming Party, have granted the Development Rights in respect of their half share in the said Land for consideration to and in favour of M/s. Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to the said M/s Dosti Enterprises.</p> <p>6. By and under registered Development Agreement read with Authenticated Power of Attorney both dated 13th November, 2007, executed by Narayan Nago Joshi (HUF) through its Karta and Manager Bhagirath Narayan Joshi for the benefits of the HUF and for welfare of the minors of the HUF have granted the Development Rights in respect of their half share in the said Land for consideration to and in favour of M/s. Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to the said M/s Dosti Enterprises.</p> <p>7. Authenticated Power of Attorney dated 14th November, 2007, executed by Rukhmini Narayan Joshi, the family member of said Bhagirath Narayan Joshi have granted Power of Attorney in support of said the Development Agreement dated 13.11.2007 in respect of half share in the said Land to and in favour of the nominees of said M/s Dosti Enterprises.</p>
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10.	47/4/A	<ol style="list-style-type: none">1. The said Land is the maternal property of Chandrakant Bhiva Patil and others (hereinafter referred to as "said Owners").2. The said Land has not been acquired by the Govt. under Section 10(5) of the Urban Land (Ceiling and Regulations) Act, 1976. Further, no development scheme under Section 20 and 21 of the said ULC Act has been sanctioned on the said Land. As such, as per the provisions of ULC Repeal Act 1999, the provisions of ULC Act are not applicable to the said Land.3. On perusal of 7/12 extracts of the said Land it appears that the said Land has not been declared as "Forest" under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975.4. By and under registered Development Agreement read with Authenticated Power of Attorney both dated 3rd March, 2008, said Owners have granted full development rights for consideration in respect of said land to and in favour of M/s Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to the said M/s Dosti Enterprises.5. By and under registered Release Deed dated 30th December, 2011, executed by all the children of the deceased Bhimabai alias Indirabai Tulshiram Wafekar, have released their proportionate rights in the said Land to and in favour of Dattatray Joma Bhoir, Bhalchandra Joma Bhoir and Vikas Pandurang Bhoir.6. By and under registered Agreement for Sale read with Power of Attorney both dated 31st December, 2011; registered Deed of Confirmation read with Authenticated Power of Attorney both dated 2nd July, 2012, registered Deed of Confirmation read with Authenticated Power of Attorney both dated 14th May, 2012 and registered Deed of Confirmation dated 27th June, 2012 read with Authenticated Power of Attorney dated 2nd July, 2012, executed by the family members constituting the entire owners family, the said Owners personally confirmed for consideration the grant of development rights and further agreed to sale, convey and transfer their proportionate share in the said Land to and in favour of M/s Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to said M/s. Dosti Enterprises.
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11.	47/2+3/2/A	<ol style="list-style-type: none"> 1. Said Lands were self acquired property of Pukhraj Rupchand Jain ("said Pukhraj Rupchand Jain") who had acquired the same vide registered Deed of Conveyance dated 3rd November, 1964 from Raibai Maruti Bhoir. Said Pukhraj Rupchand Jain died on 28/06/1988 leaving behind his wife Gulabbai Phukhraj Jain as the exclusive owner of said lands as per his last Will dated 05.02.1988 ("said Gulabbai Phukhraj Jain"). 2. Said Lands are not acquired by the Govt. under Section 10(5) of the Urban Land (Ceiling and Regulations) Act, 1976. Further, no development scheme under Section 20 and 21 of the said ULC Act has been sanctioned on the said Lands. As such, as per the provisions of ULC Repeal Act 1999, the provisions of ULC Act are not applicable to the said Lands. 3. On perusal of 7/12 extracts of said Lands, it appears that the said Lands have not been declared as "Forest" under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975. 4. By and under registered Declaration cum Confirmation dated 31.01.2005 in respect of Agreement for Sale dated 16th December, 1986 read with Power of Attorney dated 16th February, 1987, said Pukhraj Rupchand Jain had agreed to sale, convey, transfer and assign said Lands for consideration to and in favour of one Smt. Manju Narendra Gupta, Proprietress of East-N-West Builders, now merged with RNA Builders (NG), ("said RNA") or its nominees or assignees as the said RNA may desire and delivered the possession thereof to the said RNA. 5. By and under registered Development Agreement dated 17th February, 2007 read with Substituted Power of Attorney dated 27th February, 2007, said RNA for itself and as C.A. for said Pukhraj Rupchand Jain had granted the development rights in the said Lands for consideration to and in favour of M/s. Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to said M/s Dosti Enterprises. 6. By and under registered Supplementary Agreement read with Authenticated Power of Attorney both dated 22nd August, 2007, said Gulabbai Pukhraj Jain, the Owner herself with said RNA as Confirming Party, confirmed the grant of the development rights in the said Lands to and in favour of said
12.	47/3/1/A	



		<p>M/s Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire.</p> <p>7. By and under registered Deed of Conveyance dated 20th November, 2010, executed by the constituted attorney of said Gulabbai Pukhraj Jain, with consent from said Mrs. Manju N. Gupta and Dosti Enterprises, has sold, conveyed and transferred the said Lands to and in favour of Rajul Vrajlal Vora, the present Owner.</p> <p>8. In respect of S. No. 47/3/1/A, partition Suit bearing RCS No. 687/2010 is filed by one Dwarkanath Maruti Bhoir against his father Maruti Jaggu Bhoir and others in respect of ancestral properties along with the said land and same is pending before C.J.S.D., Thane. Said Dwarkanath Maruti Bhoir is claiming through his father Maruti Jagu Bhoir as Tenancy rights therein. However in view of Judgment and Decree dated 27th June, 1997 passed in Special Civil Suit No. 455 of 1988 by Civil Judge, Senior Division, Thane, which is attained finality by the order of Hon'ble Bombay High Court on 20th, September, 2004 in the Second Appeal bearing No. 1131 of 2003 AND Order dated 23rd, January, 2015 passed by Ld. Additional Divisional Commissioner in RTS Revision Application No. 596 of 2010 as the Revision Application has withdrawn by the Applicants (Tenants) Mr. Mahadev Sitaram Bhoir and ors, the said Civil Suit No. RCS No. 687/2010 is now became infructuous with respects to the said Land. Said Land is not a part of suit Property in the said Decree dated 27th, June 1997 and secondly as confirmed in the order dated 23rd January, 2015 the Tenancy claim has been withdrawn by the Tenant from whom said Dwarkanath is claiming Tenancy rights in the said Land. In short in my opinion, there will be no negative effect of said Suit on the title of Owner of said Land and in the said proceedings no adverse order is passed affecting the title of said land.</p>
13.	45/1	<p>1. Said Land was ancestral property of Manohar Sitaram Bhoir and others (hereinafter referred to as "said Original Owners").</p> <p>2. Under its Order dated 29th November, 1980, issued under Section 8(4) of the Urban Land (Ceiling and Regulations) Act, 1976 - since repealed ("ULC Act"), the Competent Authority has declared portion of said Land as "Surplus Land" of said original owners. However, in W.P. No.3322 of 2008, filed by</p>

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	<p>the said original owners, the Hon'ble High Court has held that the said Land has not been acquired under Section 10(3) and 10(5) of the provisions of the ULC Act- since repealed w.e.f. 29th November, 2007. Further at no point of time, any order under Section 20 or 21 of the said act was issued in respect thereof and therefore the holding development and transfer of the said land is not affected under the saving provisions of the said repealed Act.</p> <p>3. On perusal of 7/12 extract of said Land it appears that the said Land has not been declared as "Forest", under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975.</p> <p>4. By and under registered Development Agreement dated 13th March, 2007 read with Authenticated Power of Attorney dated 14th March, 2007, and registered Supplementary Agreement dated 15th March, 2007, the said Original Owners and their family members have granted development rights in the said Land for consideration to and in favour M/s Dosti Enterprises and/or its nominees or assignees as the said M/s Dosti Enterprises may desire and delivered the possession thereof to said M/s Dosti Enterprises.</p> <p>5. By and under registered Agreement for Sale dated 4th November, 2011 and further registered Deed of Conveyance read with Authenticated Power of Attorney both dated 28th November, 2011, said Original Owners and their family members with said M/s Dosti Enterprises as Confirming Party have sold, conveyed and transferred the said Land for consideration to in favour of Rajul Vrajlal Vora.</p> <p>6. Civil suit bearing SCS 308/2014, before C.J.S.D., Thane, filed by Vanita Balaram Bhoir and others against Manohar Sitaram Bhoir and others including the owner herein is pending in respect of said land. In the said suit no adverse order is passed so as to affect the title of said land.</p>
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ANNEXURE - B

(Details of encumbrances)

Vide Mortgage Deed, registered at Sr. No. TNN-2-13050/2020 on 12.10.2020 read with Rectification Deed registered at Sr. No. TNN-2-11285/2020 on 06/11/2020 in favour of Kotak Mahindra Bank Limited and Mortgage Deed, registered at Sr. No. TNN-2-



13051/2020 on 12.10.2020 in favour of Kotak Mahindra Investment Limited, lands bearing S. No. 43/2, 47/2/A, 47/1, 47/5, 44/1, 46/1/A, 47/4/A, 47/2+3/2/A, 47/3/1/A, and 45/1 or portion thereof forming part of said Plot has been mortgaged with the Mortgagees on such terms and conditions as more particularly contained therein.

Date : 6 DEC 2021


KIRAN BADGUJAR
(Advocate)



