

8.	25/9	Rajesh Premji Shah –Owner
9.	25/10/8	Murlidhar Padman Bhoir - Owner M/s Dosti Enterprises – Developer
10.	25/11	Muktabai Chandryabhau Patil - Owner M/s Dosti Enterprises – Developer
11.	40/15	Prabhakar Krishna Patil and others – Owners M/s Dosti Enterprises- Developer
12.	40/17	M/s Dosti Enterprises- Owner
13.	40/19	
14.	40/18	Kamlabai Shankar Patil and others - Owners M/s. Dosti Enterprises – Developer
15.	40/22	Ramchandra Ragho Patil and others - Owners M/s. Dosti Enterprises – Developer
16.	41/8	Narayan Manglya Patil and others - Owners
17.	41/9	Vishnu Sitaram Patil – Owner M/s. Dosti Enterprises - Developer
18.	41/10	Ganapat Dhondu Mhatre and others– Owners M/s. Dosti Enterprises - Developer
19	41/12	Harishchandra Chandrya Joshi and others- Owners M/s. Dosti Enterprises - Developer
20.	41/13	Ramkrishna Chandrya Patil and others - Owners M/s. Dosti Enterprises- Developer
21.	41/14	Gangaram Atmaram Joshi and others - Owners M/s. Dosti Enterprises- Developer



22.	41/17	Ramesh Krushna Bhoir and others - Owners
23.	41/18	M/s Dosti Enterprises - Developer
24.	42/1	
25.	42/2	Chandrakant Anant Patil and others - Owners M/s. Dosti Enterprises - Developer
26.	42/3	Rajul Vrajlal Vora
27.	43/1	Kailas Krushna Bhoir and others - Owners M/s Dosti Enterprises – Developer
28.	43/2	Tulsiram Sitaram Bhoir and othes –Owners. M/s. Dosti Enterprises - Developer
29.	44/1	Yashoda Waman Bhoir and othes- Owners M/s. Dosti Enterprises- Developer
30.	44/2/A	Kankubai Bhalchandra Patil and others - Owners M/s. Dosti Enterprises- Developer
31.	44/2/B	Savitribai Harishchandra Patil and othes – Owners M/s. Dosti Enterprises- Developer
32.	45/1	Rajul Vrajlal Vora

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

In respect of Old Survey No. 42, corresponding original New Survey No. 45/2 total area 6930.00 sq. mtrs. has been sub-divided and renumbered as revised New Survey No. 45/1 area 5890.00 sq. mtrs. which stands in the name of Owner and revised New Survey No. 45/2 area 1040.00 sq. mtrs. which stands in the name of Thane Municipal Corporation and handed over TMC Vide registered Deed of Declaration as the same was under reservation for 20 Mtrs. wide D.P. road as per Sanctioned Development Plan.

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 : 13th JAN 2022




(KIRAN BADGUJAR)
Advocate

ANNEXURE - A

FLOW OF THE TITLE OF THE SAID PLOT :

Sr. No.	New S/H No.	Title Flow
1.	21	1. As reflects from revenue record, said Lands were held by the Government of Maharashtra (hereinafter referred to as "the Government of Maharashtra").
2.	22	
		2. On perusal of 7/12 extracts of the said Lands, it appears that the said Lands have not been declared as "Forest" Land, under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975.
		3. Vide Notification issued by Revenue and Forest Department bearing No. JAMIN/2709/P.K.2/J-4 dated 31 st August, 2009, the Government of Maharashtra has approved the grant of the said lands to and in favour of M/s Dosti Enterprises, the Owners herein on payment of purchase price as more particularly contained therein. Accordingly, the entire purchase price has been duly paid by the said M/s Dosti Enterprises to the Government of Maharashtra.
		4. Vide Order of the Collector, Thane bearing No. Mahasul/K-1/T-1/LBP/SR/09/2011 dated 26/08/2011, the Collector, Thane has approved the grant of said lands on ownership basis to and in favour of said M/s Dosti Enterprises for development purpose in accordance with the terms and conditions as more particularly contained therein. Accordingly the name of said M/s Dosti Enterprises has been recorded on 7/12 extracts of said lands as Owners and subsequently proper Agreement for Occupancy Rights dated 31/12/2011 has been duly executed



		and registered with the concerned Sub-Registrar of Assurance on 25/01/2012.
3.	25/5	3. Said Land is an ancestral property of Chandribai Divdya Bhoir and others, (hereinafter referred to as "said Owners"). 4. 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 said ULC Act has been sanctioned in respect of 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. 5. On perusal of 7/12 extract of said Land, it is clear 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. 6. By and under registered Development Agreement read with authenticated Power of Attorney both dated 30th December, 2004, the said owners had granted the development rights in respect of said Land for consideration to and in favour of one M/s. Siddhi Enterprises and delivered the possession thereof to said M/s Siddhi Enterprises, ("said Siddhi"). 7. By and under registered Development Agreement read with authenticated Power of Attorney both dated 24th August, 2006, executed by the said Owners including their family members and said Siddhi as the Confirming Party, the development rights in the said Land has been granted for consideration to and in favour of M/s Dosti Enterprises, the Developers herein, 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. 8. Below mentioned proceedings are pending in respect of said land, in the said proceedings no prohibitory order and/or any order affecting the title of said Owners and Developers has been passed by the Hon'ble Court. The



		details of said proceedings are as under : i) SCS No. 389/2017 before the C.J.S.D., at Thane, filed by M/s Dosti Enterprises against one Sachin Vinayak Gharat and others. ii) SCS 35/2017 before the C.J.S.D., at Thane, filed by one Sachin Vinayak Gharat and others against One Sharda Shivaji Patil and others including M/s Dosti Enterprises. iii) SCS 16/2013 before the C.J.S.D., at Thane, filed by one Sudhakar Yashwant Bhoir and others against One Yamunabai Hajare and others including M/s Dosti Enterprises. iv) RCS 586/2011 before the C.J.J.D., at Thane, filed by one Yamunabai Hajare and others against Sudhakar Yashwant Bhoir and others including M/s Dosti Enterprises.
4.	25/6	1. Said Land are an ancestral property of Manoj Jagannath Bhoir and others (hereinafter referred to as "said Owners").
5.	25/10/A	2. By and under Order dated 23rd August, 2002 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 Addl. Collector and Competent Authority, Thane, has declared said Lands as "Retainable Land" of the said owners. 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 Agreement for Development read with Authenticated Power of Attorney both dated 4th February, 2005, the said owners had granted the development rights in respect of said Lands for consideration to and in favour of one M/s. Siddhi Enterprises ("said Siddhi") and delivered the possession thereof to said Siddhi.



		5. By and under further documents including - - Registered Development Agreement dated 7th November, 2006 read with Authenticated Power of Attorney dated 9th November, 2006 and ; - Registered Deed of Confirmation cum Declaration read with Authenticated Power of Attorney both dated 26th February, 2007, - Registered Deed of Confirmation read with Authenticated Power of Attorney both dated 2nd January, 2008, - Registered Deed of Confirmation dated 15th April, 2008 read with Authenticated Power of Attorney both dated 16th April, 2008, - Registered Deed of Confirmation read with Authenticated Power of Attorney both dated 3rd July, 2008, - Registered Deed of Confirmation cum Supplementary Agreement and Authenticated Power of Attorney both dated 25th September, 2009, -executed by the said Owners with their different sets of family members and said Siddhi as Confirming Party, the development rights in the said Lands have been granted for consideration to and in favour of M/s Dosti Enterprises, the Developers herein, or its nominees or assignees as the said M/s Dosti Enterprises may desire and further delivered the possession thereof to said M/s Dosti Enterprises. 6. Following litigations are pending in respect of said lands, however no adverse order affecting the title of the Owners and rights of Developers in the said lands is passed by the Hon'ble Court: - Suit bearing SCS 149/2010, pending before CJSD, Thane, filed by Ramesh Padman Bhoir and others against Janardan J. Bhoir and others including M/s Dosti Enterprises.
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		ii) Suit bearing RCS 1/2015 in respect of said lands is pending in CJSD, Thane, filed by Kisan Waman Bhoir and others against Vimal Janardhan Bhoir and others including M/s Dosti Enterprises. In the said suit ad-interim and permanent injunction application was rejected by Hon'ble Court and impugning said rejection order an Appeal bearing MCA no. 31/2018 is pending before the Hon'ble District Judge, Thane, filed by the Appellants i.e. the Plaintiffs in said suit against Vimal Janardhan Bhoir and others including M/s Dosti Enterprises. In the said Suit and Appeal no order affecting the title of said land is passed. iii) Appeal bearing RCA No. 23 of 2021 filed by M/s Siddhi Enterprises against Mangesh Anant Vaiti and others including said M/s Dosti Enterprises impugning the Judgment and Decree (Partly Decree) dated 26.03.2021 in suit No. SCS 194 of 2009, is pending before District Court, Thane. In the said Appeal, the Hon'ble Court pleased to grant interim stay to the operation and execution of said impugned Judgment and Decree till the disposal of stay application by its Order dated 08.04.2021, however, said stay order does not affect the rights and title of M/s Dosti Enterprises from developing and/or dealing with the said land and or premises to be constructed thereon in any manner whatsoever as the Hon'ble Court has observed in paragraph no. 57 of the said impugned Judgment and Decree and finally concluded that the Plaintiffs are not entitled to any reliefs in respect of New Survey No. 25/6, 25/10A and 25/10B, 35/10 and 40/3 of Village Balkum, Taluka and District Thane acquired by said M/s Dosti Enterprises.
6.	25/7	1. Said Land was an ancestral property of MathurabaiPaduPatil and others (hereinafter referred to as "said Original Owners"). 2. Under Order dated 13th November, 2007, 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 Addl. Collector of Thane and Competent



		Authority has declared said Land as "Retainable Land" of said Original Owners. 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. 4. By and under registered Agreement for Development read with Authenticated Power of Attorney both dated 20/11/2006, said Original Owners have granted the Development Rights in respect of the said Land for consideration to and in favour of M/s. Dosti Enterprises, the Owners herein, 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. 5. By and under registered Deed of Conveyance dated 15/03/2018, the said land has been duly sold, conveyed and transferred to and in favour of said M/s Dosti Enterprises and said M/s Dosti Enterprises become the absolute owner thereof.
7.	25/8	1. Said Land is an ancestral property of Manjula Harishchandra Patil and others (hereinafter referred to as "said Owners"). 2. By and under Order dated 13th November, 2007, 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 Addl. Collector of Thane and Competent Authority, has declared the said Land as "Retainable Land" of said Owners. 3. As per provisions of Bombay Tenancy and Agricultural Land Act, 1948 (for short "TENANCY ACT") on tiller day i.e. 1st April, 1957, one Kundamal Jasaji was the holder and ancestors of the Owners herein were the Agricultural Tenant and "Deemed Purchaser" of said Land. As per the Judgments and Orders from time to time from the Agricultural Land Tribunal and Tahasildar, Thane and Revenue Authorities, the heirs of Motya Posha Patil



		became the Kabjedar and owners of the said Land. Thus, at present said Manjula Harishchandra Patil and others are holding the said Land as Owners. 4. Under the provisions of Section 43 of Tenancy Act, the Competent Authority has relaxed the condition u/s 43 of Tenancy Act. 5. 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. 6. By and under registered Agreement for Development read with authenticated Power of Attorney both dated 6th December, 2004, the said Owners had granted the development rights in respect of the said Land for consideration to and in favour of one M/s. Siddhi Enterprises and delivered the possession thereof to said M/s Siddhi Enterprises ("said Siddhi"). 7. By and under registered Development Agreement read with authenticated Power of Attorney both dated 16th August, 2006, executed by the said Owners and said Siddhi as the Confirming Party, the development rights in the said Land has been granted for consideration to and in favour of M/s Dosti Enterprises, the Developers herein, or its nominees or assignees as the said M/s Dosti Enterprises may desire and further delivered the possession thereof to said M/s Dosti Enterprises.
8.	25/9	1. Previously said Land was an ancestral property of Prashant Madhukar Patil and others and Shalini Ramesh Veta (hereinafter referred to as "said Prashant Madhukar Patil and others" and "said Shalini Ramesh Veta" respectively). 2. The Competent Authority under Urban Land (Ceiling and Regulations) Act, 1976, (ULC ACT) – since repealed by its order dated 30th October, 1981 issued under Section 8(4) of the said Act, had declared portion of the said land as "Surplus Land", but on scrutiny of the revenue records, it is observed that the said Land has not been acquired by the Maharashtra Government nor any compensation has ever been received



		by the previous owners. Hence, as held by the High Court of Bombay in its judgment dated 25th July, 2008, in the matter of Voltas Ltd. and Rajesh Laxmidas Bhatia V/s State of Maharashtra and Ors. (Writ Petition 8356 of 2006), which is upheld by the Supreme Court by its Order dated 7th November, 2008 and as held by the High Court of Bombay in its judgment dated 30th March, 2009 in the matter of Ramchandra Padu Patil (deceased) through his heir Shalini Ramesh Veta V/s The State of Maharashtra and Ors. (Writ Petition 4232 of 2008), the ownership of the said Land vested with the Owners and the Government cannot acquire the said Land. 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. 4. By and under documents including – v) Registered Agreement for Development dated 16th January, 2007; read with Authenticated Power of Attorney dated 17th January, 2007, said Prashant Madhukar Patil and others had granted development rights in respect of 476.75 Sq. Mtrs. out of said land to and in favour of M/s Dosti Enterprises ("said Dosti") for consideration and as per the terms and conditions as contained therein and; vi) Registered Release Deed dated 15th June, 2006, executed by the other co-owners in respect of 965.25 Sq. Mtrs. out of said land in favour of said Shalini Ramesh Veta, vii) Registered Deed of Conveyance read with Authenticated Power of Attorney both dated 13th September, 2012, executed by said Prashant Madhukar Patil and others in respect of 476.75 Sq. Mtrs. out of said land with the confirmation of said Dosti to and in favour of Rajesh Premji Shah, the present Owner for consideration and as per the terms and conditions as contained therein, viii) Registered Deed of Conveyance read with Authenticated Power of Attorney both dated 13th
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		September, 2012, executed by said Shalini Ramesh Veta in respect 965.25 Sq. Mtrs. out of said land to and in favour of said Rajesh Premji Shah, the present Owner. 5. By virtue of aforesaid documents the possession of said land has been delivered to the said Rajesh Premji Shah. 6. That vide Affidavit cum Declaration, registered at Sr. No. 2122/2014 on 01/04/2014, the present Owner has declared that he is the partner of said 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 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 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.
9.	25/10/B	1. Said Land is property of Murlidhar Padman Bhoir and others, derived by them from partition (hereinafter referred to as "said Owners"). 2. By and under Order dated 23.08.2002 u/s 8(4) of the Urban Land Ceiling and Regulations Act, 1976, (ULC Act)- since repealed w.e.f. 29.11.2007, the Competent Authority has declared said lands as "Retainable Land". 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 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. 4. By and under registered Agreement for Development read with authenticated Power of Attorney both dated 2nd May, 2006, the said Owners granted development rights in the said Land for valuable consideration to and in favour of M/s Dosti Enterprises, the Developers herein, 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. Suit bearing RCS 1/2015 in respect of said land is pending in CJSD, Thane, filed by Kisan Waman Bhoir and others against Vimal Janardhan Bhoir and others including M/s Dosti Enterprises. In the said suit ad-interim and permanent injunction application were rejected by Hon'ble Court and impugning said rejection order an Appeal bearing MCA no. 31/2018 is pending before the Hon'ble District Judge, Thane, filed by the Appellants i.e. the Plaintiffs in said suit against Vimal Janardhan Bhoir and others including M/s Dosti Enterprises. In the said Suit and Appeal no order affecting the title of said land is passed. 6. Appeal bearing RCA No. 23 of 2021 filed by M/s Siddhi Enterprises against Mangesh Anant Vaiti and others including said M/s Dosti Enterprises impugning the Judgment and Decree (Partly Decree) dated 26.03.2021 in suit No. SCS 194 of 2009, is pending before District Court, Thane. In the said Appeal, the Hon'ble Court pleased to grant interim stay to the operation and execution of said impugned Judgment and Decree till the disposal of stay application by its Order dated 08.04.2021, however, said stay order does not affect the rights and title of M/s Dosti Enterprises from developing and/or dealing with the said land and or premises to be constructed thereon in any manner whatsoever as the Hon'ble Court has observed in paragraph no. 57 of the said impugned Judgment and Decree and finally concluded that the Plaintiffs are not entitled to any reliefs in respect of New Survey No. 25/6, 25/10A and 25/10B, 35/10 and 40/3 of Village Balkum, Taluka and District Thane acquired by said M/s Dosti Enterprises.
10.	25/11	1. Said Land is an ancestral property of Ramkrishna alias Ramchandra Chandrya Patil and others (hereinafter referred to as the "said Owners"). 2. By and under Orders dated 27th May, 1982 under Section



	8(4) of Urban Land (Ceiling and Regulations) Act, 1976 - since Repealed, read with further Orders dated 18th September, 1990 and Order dated 28th February, 2012 under Section 20 of the Said Act and further Order dated 28.01.2019, the Competent Authority, Thane has granted NOC for availing TDR against reservation of DP Road and Play Ground for entire said. 3. On perusal of 7/12 extract 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. As per provisions of Bombay Tenancy and Agricultural Land Act, 1948 (for short "TENANCY ACT") on tiller day i.e. 1st April, 1957, the ancestors of the Owners herein were the Agricultural Tenant and "Deemed Purchaser" of the said Land. As per the Judgments and Orders from time to time from the Agricultural Land Tribunal and Tahasildar, Thane and Revenue Authorities by and under Mutation Entry No. 1539 of 07/09/1961 Muktabai Chandrya Patil became the Kabjedar and owners of the said Land. 5. The Sub-Divisional Officer, Thane, being Competent Authority under Section 43 of Tenancy Act, vide its Order dated 19/12/2009 has granted permission for development of said Land subject to the terms and conditions contained therein. 6. By and under registered Deed of Declaration cum Confirmation of Agreement for Sale dated 31/01/2005 in respect of Agreement for Sale dated 6th February, 1987 read with Power of Attorney dated 19th February, 1987, 20th March, 1989 and 23rd November, 2000, the said Owners had agreed to sale, convey, transfer and assign the said Land for consideration to and in favour of one 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
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		delivered the possession in respect thereof to said RNA. 7. By and under registered Agreement for Development dated 22nd February, 2007 read with Substituted Power of Attorney dated 22nd February, 2007, the said RNA for itself and C.A. for said Owners have granted the development rights in the said Land for consideration to and in favour of M/s. Dosti Enterprises, the Developers herein, 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. 8. By and under registered Supplementary Agreement read with Authenticated Power of Attorney both dated 9th March, 2007, executed by family members constituting the said owners family and said RNA as Confirming Party, the said Owners personally confirmed for consideration the grant of development rights in the said Land to and in favour of said M/s Dosti Enterprises or its nominees or assignees as the said M/s Dosti Enterprises may desire and confirmed the delivery of possession thereof by RNA to the said M/s Dosti Dosti Enterprises.
11.	40/15	1. Said Land was an ancestral property of Prabhakar Krishna Patil and others, (hereinafter referred to as "said Original Owners"). 2. By and under amended Order dated 13th November, 2007 issued under Sec. 8(4) of the Urban Land (Ceiling and Regulations) Act, 1976 ("ULC ACT") - since repealed w.e.f. 29th November, 2007, the Additional Collector and Competent Authority, Thane has declared the said Land as "Retainable Land" of said Original Owners. 3. On perusal of 7/12 extract of said Land, it is clear 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 Agreement for Development read with Authenticated Power of Attorney both dated 9th February, 2005, said Original Owners had granted the Development Rights in respect of said Land for consideration to and in favour

