

		land, remark "area for constructing the Flats within the limits of 80 sq. meters carpet area" has been recorded vide Mutation No. 4387. 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 Deed of Declaration cum Confirmation dated 31st January, 2005 in respect of Agreement for Sale dated 9th February, 1987 read with Power of Attorney dated 17th May, 1989 and 20th March, 2003, 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 delivered the possession thereof to said RNA. 5. By and under registered Development Agreements dated 22nd February, 2007 read with Substituted Power of Attorney dated 3rd March, 2007, executed by said RNA for itself and Constituted Attorney for said owners, said RNA have granted the development rights in the said Land for valuable 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 dated 28th July, 2009, executed by the said owners and their family members with said RNA as Confirming Party, the said Owners granted development rights for consideration in the said Land to and in favour of the 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 said M/s Dosti Enterprises.
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28.	43/2	1. Said Landis are an ancestral property of Mahadev Sitaram Bhoir and others (hereinafter referred to as "said Owners"). 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30th June, 1987, issued under Section 8(4) of the Urban Land Ceiling and Regulations Act, 1976 ("ULC ACT") - since repealed w.e.f. 29th November, 2007, the Dy.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 Land as "Retainable 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 18th May, 2006, the said Owners had granted Development Rights in respect of the said Land 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"). 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 land, the said Owners, their family members and said Shri Swami Enterprises, have granted development rights in respect of the said Land 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. 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 Land, the said Owners have granted development
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		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. 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 land, 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 land, 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. 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.
29.	44/1	1. Said Land is an ancestral property of Yashoda Waman Bhoir and others (hereinafter referred to as "said owners"). 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". 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. 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. 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. 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.
30.	44/2/A	1. Said Land is an ancestral property of Kankubai Bhalchandra Patil and others (hereinafter referred to as "said Owners"). 2. Under its Order dated 31st July, 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 and Competent Authority Thane, has declared the said Land as "Retainable Land". 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 Kundmal 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, said Kankubai Bhalchandra Patil and others became the Kabjedar and owners of the said Land. Thus, at present said Kankubai Bhalchandra Patil and others are holding the said Land as Owners. 4. The Sub-Divisional Officer, Thane, being Competent Authority under Section 43 of Tenancy Act, vide its Order dated 18th August, 2008, has granted permission for development of said Land subject to the terms and conditions therein. 5. 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. 6. By and under registered Development Agreement read with Authenticated Power of Attorney both dated 24th January, 2005, 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 M/s Siddhi Enterprises"). 7. By and under registered Development Agreement read with Authenticated Power of Attorney both dated 16th August, 2006, read with registered Deed of Confirmation and Authenticated Power of Attorney both dated 22nd August, 2006, the said Owners with their family members with said M/s Siddhi Enterprises as the Confirming Party, have granted the development rights in respect of said Land 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.
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31.	44/2/B	1. The said Land is an ancestral property of Savitribai Harishchandra Patil and others, (hereinafter referred to as the "said Owners"). 2. Previously some portion of larger property including the said land was declared under Section 8(4) of the Urban Land (Ceiling and Regulations) Act, 1976 - since repealed as "Surplus Land" of the said Owners and further acquisition proceedings under Section 10 (5) of the said Act were initiated. Thereafter, as per the observation made in fresh order dated 11/07/2007 passed u/s 15 of said Act, as on date there is no bar for holding, enjoyment, development and transfer of the said Land. 3. On perusal of 7/12 extract of 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. 4. By and under registered Development Agreement read with Authenticated Power of Attorney both dated 3rd May, 2006, and registered Deeds of Confirmation (3 nos') read with Authenticated Power of Attorney (3 nos') all dated 17th May, 2006, 29th October, 2009 and 7th November, 2009 respectively, executed by said Owners, and their family members, personally confirmed for consideration the grant of development rights 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 further confirmed the delivery of possession thereof to said M/s Dosti Enterprises.
32.	45/1	1. Said Land was ancestral property of Manohar Sitaram Bhoir and others (hereinafter referred to as "said Original Owners"). 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 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. 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 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. 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. 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.
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ANNEXURE - B

(Details of encumbrances)

Vide Mortgage Deed, registered at Sr. No. TNN-5-6222-2019 on 18.04.2019 read with Mortgage Deed, registered at Sr. No. TNN-5/14440/2017 on 08/12/2017 in



favour of Kotak Mahindra Investment Limited, Mortgage Deed, registered at Sr. No. TNN-5-6219-2019 on 18.04.2019 read with Mortgage Deed, registered at Sr. No. TNN-5/8694/2018 on 18/06/2018 in favour of Kotak Mahindra Prime Limited, Mortgage Deed, registered at Sr. No. TNN-5-6218-2019 on 18.04.2019 read with Mortgage Deed, registered at Sr. No. TNN-5/2305/2019 on 14/02/2019 in favour of Kotak Mahindra Investment Limited, Mortgage Deed, registered at Sr. No. TNN-2/15807/2019 on 17/10/2019 in favour of Kotak Mahindra Prime Limited, 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 Survey No. 25/5, 25/6, 25/10/A, 25/7, 25/8, 25/9, 25/10/B, 25/11, 41/9, 41/13, 41/17, 41/18, 42/1, 42/2, 42/3, 43/1, 43/2, 44/1, 44/2/A, 44/2/B and 45/1 forming part of said plot or portion thereof has been mortgaged with the Mortgagees on such terms and conditions as more particularly contained therein.

Date : 13th JAN 2022




KIRAN BADGUJAR
(Advocate)

