

B. M. DHAMNANI

B.A. LL.B.
Advocate High Court

It/at: 2/31, Ghanshyam Nagar,
Near Nakliwa High School,
Kopri, Thane (E) 400603

Ref No. _____

By Hand/FPAD/ Courier

Date : 05/05/2014

To,

M/s. VIHANG INFRASTRUCTURE PVT. LTD.,
1201, 12th Floor, Dev Corpora,
Behind Raymond Khazana Showroom,
Eastern Express Highway,
Khopat, Thane (W)

Dear Sirs,

I. At your request, I have investigated :

(a) your title to: (i) portion of land admeasuring 2545 sq.mtrs. out of land bearing Survey No.74/1/1, admeasuring 710 sq. mtrs., Survey No.74/1/2 admeasuring 710 sq. mtrs., Survey No.74/1/3 admeasuring 2230 sq. mtrs., aggregating to 3650 sq. mtrs., situate, lying and being at village Owale, Taluka & District Thane (hereinafter collectively referred to as "the said First Property") and more particularly described Thirdly in the First Schedule hereunder written, (ii) portion of admeasuring 4640 sq.mtrs. out of land bearing Survey No.74 Hissa No.3 admeasuring 4910 sq. mtrs., situate lying and being at village Owale, Taluka and District Thane (hereinafter collectively referred to as "the said Second Property") and more particularly described Thirdly in the Second Schedule hereunder written, (iii) portion of land admeasuring 635 sq.mtrs. out of land bearing Old Survey No.97, New Survey No.74, Hissa No.2/A admeasuring 1,110 sq. mtrs., situate, lying and being at Village Owale, Taluka and District Thane (hereinafter collectively referred to as "the said Fifth Property") and more particularly described Thirdly in the Fifth Schedule hereunder written, (iv) land bearing Old Survey No.97, New Survey No.74, Hissa No.4 admeasuring 730 sq. mtrs., situate, lying and being at Village Owale, Taluka and District Thane (hereinafter collectively referred to as "the said Sixth Property") and more particularly described in the Sixth Schedule hereunder written, (v) portion of land admeasuring 10915 sq.mtrs., out of land bearing Survey No.69 Hissa No.5 admeasuring 10930 sq. mtrs., situate lying and being at village Owale, Taluka and District Thane, (hereinafter collectively referred to as "the said Eighth Property") and more particularly described Thirdly in the Eighth Schedule hereunder written, (vi) portion of land admeasuring 740 sq.mtrs. out of land bearing Survey No. 96, New Survey No.69, Hissa No.1 admeasuring 750 sq. mtrs., situate lying and being at village Owale, Taluka and District Thane (hereinafter collectively referred to as "the said Ninth Property") and more particularly described Thirdly in the Ninth Schedule hereunder written.

(b) your title alongwith the SHRI SURAJ RAMESH PARMAR (hereinafter referred to as "the said Suraj") to the respective share in area admeasuring 2133.05 sq.mtrs. out of land bearing

for

Survey No.77, Hissa No.1 admeasuring 15,130 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane (hereinafter collectively referred to as "the said Seventh Property") and more particularly described Seventhly in the Seventh Schedule hereunder written,

(c) title of 1) SMT. SONIBAI DAMODAR BHOIR, 2) SHRI RAMCHANDRA DAMODAR BHOIR, 3) SHRI DEVENDRA DAMODAR BHOIR, 4) SHRI DNYANESHWAR DAMODAR BHOIR, 5) SHRI GANESH DAMODAR BHOIR, 6) SMT. NEELAM BHALCHANDRA VAZE, 7) SMT. LATA KANTYA PATIL AND 8) SMT. BHIMA RAJU PATIL (hereinafter collectively referred to as "the said Sonibai & others") in respect of land bearing Survey No. 74 Hissa No.5 admeasuring 2200 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as "the said Third Property") and more particularly described in the Third Schedule hereunder written,

(d) title of MRS. LILABAI ARJUN GAVALI (hereinafter referred to as "the said Lilabai") in respect of land bearing Old Survey No.97, New Survey No. 74, Hissa No.2/B admeasuring 1,110 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane (hereinafter referred to as "the said Fourth Property") and more particularly described in the Fourth Schedule hereunder written,

(e) title of SHRI HASMUKH BACHUBHAI SATRA (hereinafter referred to as "the said Hasmmukh") in respect of: (i) land bearing Old Survey No.96 New Survey No.69 Hissa No.3A admeasuring 1900 sq. mtrs., situate lying and being at village Owale, Taluka and District Thane (hereinafter referred to as "the said Tenth Property") and more particularly described in the Tenth Schedule hereunder written; (ii) land bearing Old Survey No.79, New Survey No.78, Hissa No.3B, admeasuring 1040 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as "the said Sixteenth Property") and more particularly described in the Sixteenth Schedule hereunder written,

(f) title of 1) SMT. VASANTIBAI PUKHRAJ JAIN (hereinafter referred to as "the said Vasantibai"), 2) SHRI BHARAT PUKHRAJ JAIN, 3) MISS. REKHA PUKHRAJ JAIN, 4) MISS. VANDANA PUKHRAJ JAIN & 5) MISS. JYOTSNA PUKHRAJ JAIN (hereinafter referred to as "the said Vasantibai & others") in respect of land bearing Old Survey No.96 New Survey No.69 Hissa No.4 admeasuring 980 sq.mtrs., and Old Survey No.96 New Survey No.69 Hissa No.6 admeasuring 100 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as "the said Eleventh Property") and more particularly described in the Eleventh Schedule hereunder written,

(g) title of MR. DEEPAK VALLABHJI DEDHIA (hereinafter referred to as "the said Deepak") in respect area admeasuring 9287.42 sq.mtrs. out of land bearing Old Survey No.78 New Survey No.79 Hissa No.1(A) admeasuring 4500 sq.mtrs. and Survey No.78 New Survey No.79 Hissa No.1(B) admeasuring 6170 sq.mtrs., situate lying and being at village Ovale, Taluka and

District Thane (hereinafter referred to as "the said Twelfth Property") and more particularly described Thirdly in the Twelfth Schedule hereunder written,

(h) title of MISS KETKI DEEPAK DEDHIA (hereinafter referred to as "the said Ketki") in respect of land bearing Old Survey No.79 New Survey No.78 Hissa No.3A area admeasuring 1010 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as "the said Thirteenth Property") and more particularly described in the Thirteenth Schedule hereunder written,

(i) title of SHRI RATAN KASHINATH KAVRE (hereinafter referred to as "the said Ratan") in respect of land bearing Old Survey No.82 New Survey NO.77 Hissa No.2 admeasuring 710 sq.mtrs. and Old Survey No.82 New Survey No.77 Hissa No.3 admeasuring 450 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as "the said Fourteenth Property") and more particularly described in the Fourteenth Schedule hereunder written.

(j) title of 1) SMT. THAAMUBAI HEINDER TURE 2) SHRI NAVNATH HEINDER TURE 3) SMT. SHAKUNTALA VALKYA SINGE 4) SMT. GAURIBAI PARSHURAM PATIL, 5) SMT. KANTIBAI GAJANAN BHOIR, 6) SMT. GULABBAI BALKRISHNA THAKUR 7) SMT. LAXMIBAI CHANDRAKANT MUKADAM, 8) SMT. RUKHMINI KRISHNA PATIL, 9) SHRI SURESH KRISHNA TURE, 10) SHRI RAJAN KRISHNA TURE, 11) SMT. ANURADHA KESHAV MHATRE & 12) SMT. YESUBAI KRISHNA TURE (hereinafter referred to as "the said Ture's") in respect of land bearing Old Survey No.79 New Survey No.78/4 admeasuring 2190 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as "the said Fifteenth Property") and more particularly described in the Fifteenth Schedule hereunder written,

(k) 1) SMT. ANUSAYA PANDURANG BHOIR, 2) SHRI HARISHCHANDRA PANDURANG, 3) SMT. SHALUBAI KISAN MHATRE (NEE SHALUBAI PANDURANG BHOIR), 4) SMT. NEERABAI PANDHARINATH BHOIR 5) SHRI JAYWANT PANDHARINATH BHOIR, 6) SHRI ANANTA PANDHARINATH BHOIR AND 7) SHRI SANDEEP PANDHARINATH BHOIR (hereinafter referred to as "the said Anusaya & others") in respect of land bearing Old Survey No.99 New Survey No.75 Hissa No.2 admeasuring area 1800 sq.mtrs. and Old Survey no.107 New Survey No.72 Hissa No.4 admeasuring area 10900 sq.mtrs. situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as "the said Seventeenth Property") and more particularly described firstly and secondly in the Seventeenth Schedule hereunder written and

(l) title of 1) SHRI ASHOK MOTIRAM BHOIR, 2) SMT. LATA NAVNATH TURE, 3) SMT. LAXMIBAI JAGANNATH KASAR, 4) SMT. CHANGUNABAI JANARDAN BHOIR, 5) MRS. SAVITA ALIA SANGITA JAGANNATH MHATRE, 6) MRS. SARITA BALKRISHNA PATIL, 7) MISS SUJATA JANARDAN BHOIR, 8) MR. SUNIL JANARDAN

BHOIR, 9) SMT. BARKIBAI PANDURANG KASAR, 10) SHRI SUBHASH PANDURANG KASAR, 11) SHRI MACHINDRA PANDURANG KASAR, 12) SHRI GORAKNATH PANDURANG KASAR, 13) SHRI BHOLANATH PANDURANG KASAR, 14) SHRI GURUNATH PANDURANG KASAR, 15) MRS. SHASHIKALA RAMDAS PATIL, 16) SMT. SULOCHANA DIGAMBAR BHOIR, 17) SHRI SANDESH DIGAMBAR BHOIR AND 18) SHRI PRANAY DIGAMBAR BHOIR (hereinafter collectively referred to as "the said Ashok & others") in respect of land bearing Old Survey No.99 New Survey No.75 Hissa No.1 admeasuring 2050 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as "the said Eighteenth Property") and more particularly described in the Eighteenth Schedule hereunder written.

II. In the course of investigation of title, I have perused the documents of the title, related papers furnished to me relating to the said property and I have caused searches to be taken at the office of the Sub-Registrar of Assurances at Thane for last 30 years.

III. On perusal of the above, it appears that :

(A) 1. One Smt. Barkibai Rama Ture (hereinafter referred to as 'the said Barkibai') was cultivating the property being land bearing Survey No. 74/1/1 admeasuring 710 sq. mtrs., Survey No. 74/1/2 admeasuring 710 sq. mtrs., Survey No. 74/1/3 admeasuring 2230 sq. mtrs., aggregating to 3650 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said First Larger Property') and more particularly described Firstly in the First Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as 'the Tenancy Act').

2. The said Barkibai died intestate in or about 1976 leaving behind her daughter Bhimabai Chintaman Bhoir (hereinafter referred to as 'the said Bhimabai') as her only legal heir in accordance with the law by which she was governed at the time of her death.

3. The said Bhimabai died intestate in or about 1986 leaving behind her 1) Harishchandra Chintaman Bhoir (hereinafter referred to as 'the said Harishchandra'), 2) Naresh Chintaman Bhoir, 3) Chandrakant Chintaman Bhoir, 4) Yamuna Rajaram Bhoir, 5) Alka Harishchandra Mukadam and 6) Shakti alias Kunal Harishchandra Mukadam (hereinafter collectively referred to as 'the said heirs of the said Bhimabai' except the said Harishchandra) as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

4. The said Harishchandra died intestate on 21/10/1995, leaving behind him his widow Parubai Harishchandra Bhoir (hereinafter referred to as 'the said Parubai') and a son Shri Santosh Harishchandra Bhoir (hereinafter referred to as 'the said Santosh') as his only legal heirs

in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

5. In the above premises, the said heirs of the said Bhimabai, the said Parubai and the said Santosh became the owners of the said First Larger Property. The said heirs of the said Bhimabai, the said Parubai and the said Santosh are hereinafter collectively referred to as 'the said first owners').

6. By a Development Agreement dated 05/05/2006 (hereinafter referred to as 'the said First Agreement') executed by and between M/s. Poorvi Enterprises, a partnership firm registered under the provisions of Indian Partnership Act, 1932, (hereinafter referred to as 'the said Poorvi') therein referred to as the Developers of the One Part and the said First Owners (except the said Parubai) and others therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said First Larger Property at or for the consideration and for an upon the terms and conditions therein contained. The said First Agreement dated 05/05/2006 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3489/2006.

7. Pursuant to the said First Agreement, the Owners therein executed a Power of Attorney dated 20/12/2006 (hereinafter referred to as 'the said First POA ') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Larger Property as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.446.

8. The said Parubai remained to execute the said First Agreement and hence, by a Deed of Confirmation dated 13/02/2007 (hereinafter referred to as 'the said First DOC'), executed by and between the said Poorvi therein referred to as the Developers of the One Part and the said Parubai therein referred to as the Owner of the Other Part, the Owner therein confirmed the execution of the said First Agreement in respect of the said First Larger Property as contained therein. The said First DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1240/2007.

9. Pursuant to the said First DOC, the said Parubai executed a Power of Attorney of even date (hereinafter referred to as 'the said Second POA ') in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Larger Property as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.98.

10. By a Deed of Assignment dated 27/04/2007 (hereinafter referred to as 'the said First DOA') executed by and between the said Poorvi therein referred to as the Assignor of the

First Part and M/s. Cosmos Builders, a registered partnership firm (hereinafter referred to as 'the said Cosmos') therein referred to as the Assignees of the Second Part, the Assignors therein assigned to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said First Larger Property alongwith other properties at or for the consideration and for an upon the terms and conditions contained therein. The said First DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3336/2007.

11. Pursuant to the said First DOA, the said Poorvi executed a Power of Attorney of even date (hereinafter referred to as 'the said Third POA') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Larger Property as contained therein. The said Third POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.480/2007.

12. By Order bearing No.TD/Te-6/KU/V.P./S.R.-161/2007 dated 24/09/2007 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Naresh and others have been permitted to develop the said First Larger Property more particularly described in the First Schedule hereunder written subject to the terms and conditions contained therein.

13. By a Deed of Conveyance dated 12/03/2008 (hereinafter referred to as 'the said First Deed') executed by and between the said First Owners therein referred to as the Owners of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Poorvi therein referred to as the First Confirming Part of the Third Part and the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the Owners therein, with the knowledge and consent of the First and Second Confirming Party therein, sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Owners therein the said First Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said First Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2253/2008

14. By a Deed of Confirmation dated 14/11/2008 (hereinafter referred to as 'the said Second DOC') executed by and between the said First Owners therein referred to as the Vendors of the One Part and the said Suraj therein referred to as the Purchaser of the other part, the Vendors therein confirmed the aforesaid transactions in respect of the said First Larger Property including the said First Deed which has been executed by their Constituted Attorney. The said Second DOC is registered with the Sub Registrar of Assurances at Thane under Serial No 8830/2008.

15. In the above premises, the said Suraj became the owner of the said First Larger Property.

16. By a Deed of Conveyance dated 18/08/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 18/08/2010') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and yourselves therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said First Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 18/08/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.9010/2010.

17. By virtue of the said Deed of Conveyance dated 18/08/2010, you have become the owner of the said First Larger Property.

18. A portion aggregately admeasuring 1105 sq.mtrs. out of the said First Larger Property has been reserved for 40 mtrs. D.P. Road as per the Development Plans in force and sanctioned under the provisions of Maharashtra Regional & Town Planning Act, 1966 (hereinafter referred to as "the said Act") by the Thane Municipal Corporation (hereinafter referred to as "the said Corporation") which is more particularly described Secondly in the First Schedule hereunder written and the remaining area out of the said First Larger Property i.e. 2545 sq. mtrs. is hereinafter referred to as "the said First Property" and more particularly described Thirdly in the First Schedule hereunder written.

(B) 1. One Smt. Anusaya Pandurang Bhoir and 12 others (hereinafter referred to as 'the said Second Owners') became entitled to the property bearing Survey No.74 Hissa No.3 admeasuring 4910 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Second Larger Property') and more particularly described Firstly in the Second Schedule hereunder written under the Tenancy Act;

2. By a Development Agreement dated 22/04/2003 (hereinafter referred to as 'the said Second Agreement') executed by and between M/s. Ketki Developers, a partnership firm registered under the provisions of Indian Partnership Act, 1932 (hereinafter referred to as 'the said Ketki') therein referred to as the Developers of the One Part and the said Second Owners therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Second Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2485/2003.

3. Pursuant to the said Second Agreement, the said Second Owners executed a Power of Attorney of even date (hereinafter referred to as 'the said Fourth POA') in favour of the persons nominated by the said Ketki to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Second Larger Property as contained therein.

The said Fourth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.195.

4. By Order bearing No.TD/6/KU/V.P./S.R./228/2003 dated 31/12/2003 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Second owners have been permitted to develop the said Second Larger Property more particularly described Firstly in the Second Schedule hereunder written subject to the terms and conditions contained therein.

5. By a Deed of Assignment dated 23/05/2007 (hereinafter referred to as 'the said Second DOA') executed between the said Ketki therein referred to as the Assignor of the First Part and the said Cosmos therein referred to as the Assignee of the Other Part, the Assignor therein assigned to the Assignee therein and the Assignee therein acquired from the Assignor therein the development rights for and in respect of the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Second DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3937/2007.

6. Pursuant to the said Second DOA, the said Ketki executed a Power of Attorney of even date (hereinafter referred to as 'the said Fifth POA') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the said Second Larger Property as contained therein. The said Fifth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.593.

7. By a Deed of Conveyance dated 26/03/2008 (hereinafter referred to as 'the said Second Deed'), executed by and between the said Second Owners therein referred to as the Owner of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Ketki therein referred to as the First Confirming Party of the Third Part and the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the Owner therein, with the knowledge and consent of the First and Second Confirming Party therein, sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Owner therein the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Second Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2636/2008.

8. By an Agreement for Sale dated 08/05/2009 (hereinafter referred to as 'the said Third Agreement') executed by and between the said Cosmos therein referred to as the Vendors of the First Part, the said Suraj therein referred to as the Confirming Party of the Second Part and yourselves therein referred to as the Purchasers of the Third Part, the Vendors therein, with the knowledge and consent of the Confirming Party therein, have agreed to sell, transfer and convey to the Purchasers therein the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Third Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2178/2009.

9. Pursuant to the said Third Agreement, the said Suraj executed a Power of Attorney of even date (hereinafter referred to as 'the said Sixth POA') in favour of the persons nominated by you to enable them to do all acts, deeds, matters and things for and in respect of the said Second Larger Property as contained therein. The said Sixth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.98/2009.

10. By a Deed of Conveyance dated 14/07/2011 (hereinafter referred to as 'the said Deed of Conveyance dated 14/07/2011') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and yourselves therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said Second Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 14/07/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.6711/2011.

11. By virtue of the said Deed of Conveyance dated 14/07/2011, you have become the owner of the said Second Larger Property.

12. A portion admeasuring 270 sq.mtrs. out of the said Second Larger Property has been reserved for 40 mtrs. D.P. Road as per the said Act of the said Corporation which is more particularly described Secondly in the Second Schedule hereunder written and the remaining area out of the said Second Larger Property i.e. 4640 sq.mtrs. is hereinafter referred to as "the said Second Property" and more particularly described Thirdly in the Second Schedule hereunder written:

(C) 1. One Shri Damodar Keshav Bhoir (hereinafter referred to as 'the said Damodar') was the owner of the property being land bearing Survey No. 74/5 admeasuring 2200 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Third Property') and more particularly described in the Third Schedule hereunder written.

2 The said Damodar died intestate on 07/09/2003 leaving behind him the said Sonibai and others as his only legal heir in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

3. By a Development Agreement dated 29/08/2008 (hereinafter referred to as 'the said Fourth Agreement') executed by and between the said Sonibai and others therein referred to as the Owners of the One Part and the said Cosmos therein referred to as the Developers of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Third Property at or for the consideration and for an upon the terms and conditions therein contained.

The said Fourth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7020/2008.

4. Pursuant to the said Fourth Agreement, the said Sonibai and others executed a Power of Attorney of even date (hereinafter referred to as 'the said Seventh POA') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third Property as contained therein. The said Seventh POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.798.

5. By virtue of the above, the said Cosmos became entitled to develop the said Third Property;

6. The said Sonibai and others have filed Regular Civil Suit bearing No.2141/2013 in the Court of C.J.S.D. Thane against Smt. Vimal Haribhau Pathare in respect of the said Third Property and the said suit is pending.

7. The said Sonibai and others have also filed Revision Application before the Revenue Minister, Mantralaya against the order passed by the Hon'ble Additional Commissioner, Mumbai, Maharashtra in TNC/Revision No.441/2009 dated 04/01/2013 and the same is pending.

(D) 1. One Shri Tukaram Hashya Patil (hereinafter referred to as 'the said Tukaram') was the owner of the property being land bearing Old Survey No.97, New Survey No. 74, Hissa No.2/B admeasuring 1,110 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Fourth Property') and more particularly described in the Fourth Schedule hereunder written.

2. By an Agreement for Sale dated 04/12/1978 (hereinafter referred to as 'the said Fifth Agreement'), the said Tukaram agreed to sell to one Mrs. Lilabai Arjun Gavali (hereinafter referred to as 'the said Lilabai') the said fourth property at or for the consideration and for and upon the terms and conditions contained therein.

3. The said Tukaram died intestate on 17/12/1986, leaving behind him his widow Smt. Muktabai Tukaram Patil (hereinafter referred to as 'the said Muktabai'), one son Shri Gyaneshwar Tukaram Patil (hereinafter referred to as 'the said Gyaneshwar') and two married daughters viz, 1) Kantabai Krishna Patil (hereinafter referred to as 'the said Kantabai'), 2) Lata Manohar Patil (hereinafter referred to as 'the said Lata') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death. The said Muktabai, the said Gyaneshwar, the said Kantabai and the said Lata are hereinafter collectively referred to as 'the said heirs of the said Tukaram').

4. After death of the said Tukaram, the said heirs of the said Tukaram failed, neglected and refused to take further necessary steps in pursuance of the said Fifth Agreement and therefore, the said Lilabai and 8 others filed Regular Civil Suit No.888/88 in the Civil

Court, Thane against the said heirs of the said Tukaram for specific performance of the said Agreement for Sale (hereinafter referred to as 'the said suit').

5. The said suit was decreed on 25/11/1992 (hereinafter referred to as 'the said Decree') and in pursuance thereof, the said Lilabai and 8 others filed Reg. Darkhast No.6 of 1995 for execution thereof.

6. The said heirs of the said Tukaram through the Court Commissioner by executing a Sale Deed dated 01/03/1996 (hereinafter referred to as "the said Third Deed") sold, transferred and conveyed the said fourth property to the said Lilabai, which is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1574/96.

7. In pursuance of the above, the said Lilabai became the owner of the said fourth property. However, the effect of the said Sale Deed is yet to be given and therefore, her name has been remained to be incorporated in the revenue records of the said fourth property.

9. By a Development Agreement dated 13/11/2007 (hereinafter referred to as 'the said Sixth Agreement') executed by and between the said Lilabai and 8 others therein referred to as the Owners of the One Part and the said Cosmos therein referred to as the Developers of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said fourth property at or for the consideration and for and upon the terms and conditions contained therein. The said Sixth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.8368/07.

10. Pursuant to the said Sixth Agreement, the said Lilabai and 8 others executed a Power of Attorney of even date (hereinafter referred to as 'the said Eighth POA ') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for an in respect of the development of the said Fourth property. The said Eighth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1155.

11. By virtue of the above the said Cosmos became entitled to develop the said fourth property.

12. By a Deed of Assignment dated 09/04/2009 (hereinafter referred to as 'the said Third DOA') executed by and between the said Cosmos therein referred to as the Assignors of the First Part, the said Lilabai therein referred to as the Confirming Party of the Second Part and yourselves therein referred to as the Assignees of the Third Part, the Assignors therein with the knowledge and consent of the Confirming Party therein agreed to grant to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said Third and Fourth property at or for the consideration and for and upon the terms and conditions contained therein. The said Third DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2179/2009.

13. Pursuant to the said Third DOA, the Assignors therein executed a Substituted Power of Attorney of even date (hereinafter referred to as 'the said Ninth POA') in favour of the persons nominated by you to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third and Fourth Property as contained therein. The said Ninth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.99/2009.

(E) 1. One Shri Mahadu Kachru Patil (hereinafter referred to as 'the said Mahadu') was the owner of the property being agricultural lands bearing Old Survey No.97, New Survey No. 74, Hissu No.2/A admeasuring 1.100 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Third Larger Property') and more particularly described Firstly in the Fifth Schedule hereunder written.

2. The said Mahadu expired in or about 1969, leaving behind him his widow Smt. Kamlabai Mahadu Patil (hereinafter referred to as 'the said Kamlabai') and daughter Sakhubai Mahadu Patil (hereinafter referred to as 'the said Sakhubai') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

3. In the above premises, the said Kamlabai and the said Sakhubai became the owners of the said Third Larger Property.

4. By a Sale Deed dated 30/12/1991 (hereinafter referred to as 'the said Fourth Deed'), executed by and between Smt. Nalini Tukaram Borhade (hereinafter referred to as 'the said Nalini') therein referred to as the Purchaser of the First Part and the said Kamlabai and the said Sakhubai therein collectively referred to as the Vendors of the Second Part, the Vendors therein sold to the Purchaser therein and the Purchaser therein purchased from the Vendor therein the said Third Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Fourth Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3631/93 on 04/11/1993.

5. By virtue of the said Fourth Deed, the said Nalini became the owner of the said Third Larger Property.

6. By a Sale Deed dated 24/08/1993 (hereinafter referred to as 'the said Fifth Deed'), executed by and between the said Deepak therein referred to as the Purchaser of the One Part and the said Nalini therein referred to as the Vendor of the Other Part, the Vendor therein sold to the Purchaser therein and the Purchaser therein purchased and acquired from the Vendor therein the said Third Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Fifth Deed is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2712 on 23/09/1993.

7. The said Nalini executed a Declaration dated 24/08/1993 in favour of the said Deepak thereby confirming the said Fifth Deed and agreeing to indemnify the said Deepak as contained therein:

8. In the premises aforesaid, the said Deepak became the owner and absolutely became entitled to the said Third Larger Property.

9. By an Agreement for Sale dated 04/04/2009 (hereinafter referred to as 'the said Seventh Agreement') executed by and between the said Deepak therein referred to as the Vendor of the One Part and yourselves therein referred to as the Purchasers of the Other Part, the Vendor therein agreed to sell, transfer and convey to the Purchasers therein and the Purchasers therein agreed to purchase and acquire from the Vendor therein the said Third Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Seventh Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2180/2009.

10. Pursuant to the said Seventh Agreement, the said Deepak executed a Power of Attorney of even date (hereinafter referred to as 'the said Tenth POA') in favour of the persons nominated by you to enable them to do all acts, deeds, matters and things for and in respect of the said Third Larger Property as contained therein. The said Tenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.100/2009.

11. By a Deed of Conveyance dated 18/06/2011 (hereinafter referred to as 'the said Deed of Conveyance dated 18/06/2011') made and executed by and between the said Deepak therein referred to as the Vendor of the one part and yourselves therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said Third Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 18/06/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5887/2011.

12. By virtue of the said Deed of Conveyance dated 18/06/2011, you have become the owner of the said Third Larger Property.

13. A portion admeasuring 475 sq.mtrs. out of the said Third Larger Property has been reserved for 40 mtrs. D.P. Road as per the said Act of the said Corporation which is more particularly described Secondly in the Fifth Schedule hereunder written and the remaining area out of the said Third Larger Property i.e. 635 sq.mtrs. is hereinafter referred to as "the said Fifth Property" and more particularly described Thirdly in the Fifth Schedule hereunder written;

14. By a Declaration-Cum-Indemnity Bond dated 06/08/2009 (hereinafter referred to as 'the said First Declaration'), you have handed over portion of land aggregately admeasuring 1597.74 sq.mtrs. out of the said First Larger Property, the Second Larger Property, the said Third Larger Property and the said Third and Fourth Property falling under 40 mtrs. wide D.P. Road unto the said Corporation upon the terms and conditions therein mentioned. The said First Declaration is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.4384/2009.

15. By a Declaration-Cum- Indemnity Bond dated 11/02/2010 (hereinafter referred to as 'the said Second Declaration'), you have handed over portion of land aggregately admeasuring 250.53 sq.mtrs. out of the said First Larger Property, the Second Larger Property, the said Third Larger Property and the said Third and Fourth Property falling under 40 mtrs. wide D.P. Road unto the said Corporation upon the terms and conditions therein mentioned. The said First Declaration is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.1290/2010.

16. After the execution of the said First and Second Declaration and upon handing over the possession of area falling under the D.P. Road to the said Corporation, survey was carried out by TILR department and accordingly Hissa Form No. 12 came to be prepared by the TILR department and new Hissa Nos. were recorded vide Mutation Entry No. ____ in the record of rights in respect of the said First Larger Property, the Second Larger Property, the said Third Larger Property.

(F) 1. The said Barkibai was also cultivating the property being land bearing Survey No.74 Hissa No.4 admeasuring 730 sq. mtrs. situate, lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Sixth Property') and more particularly described in the Sixth Schedule hereunder written under the provisions of the Tenancy;

2. The said Barkibai died intestate in or about 1976 leaving behind her daughter i.e. the said Bhimabai as her only legal heir in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

3. The said Bhimabai died intestate in or about 1986 leaving behind her the said heirs of the said Bhimabai as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

4. The said Harishchandra died intestate on 21/10/1995, leaving behind him his widow the said Parubai and a son the said Santosh as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

5. In the above premises, the said first owners became the owners of the said Sixth Property.

6. By the said First Agreement executed by and between the said Poorvi therein referred to as the Developers of the One Part and the said heirs of the said Bhimabai alongwith the said Santosh therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Sixth Property at or for the consideration and for and upon the terms and conditions therein contained. The said First Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3489/2006

7. Pursuant to the said First Agreement, the Owners therein executed the said First POA in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.446.

8. The said Parubai remained to execute the said the said First Agreement and hence, by the First DOC, executed by and between the said Poorvi therein referred to as the Developers of the One Part and the said Parubai therein referred to as the Owner of the Other Part, the Owner therein confirmed the execution of the said Development Agreement in respect of the said Sixth Property as contained therein. The said First DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1240/2007.

9. Pursuant to the said First DOC, the said Parubai executed the said Second POA in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.98.

10. By the said First DOA executed by and between the said Poorvi therein referred to as the Assignor of the First Part and the said Cosmos therein referred to as the Assignees of the Second Part, the Assignors therein assigned to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said Sixth Property alongwith other properties at or for the consideration and for and upon the terms and conditions contained therein. The said First DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3336/2007.

11. Pursuant to the said First DOA, the said Poorvi executed the said Third POA in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein. The said Third POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.480/2007.

12. By Order bearing No.TD/Te-6/KU/V.P./S.R.-161/2007 dated 24/09/2007 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Naresh and others have been permitted to develop the said Sixth Property subject to the terms and conditions contained therein.

13. By the said First Deed executed by and between the said First Owners therein referred to as the Owners of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Poorvi therein referred to as the First Confirming Part of the Third Part and the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the

Owners therein with the knowledge and consent of the First and Second Confirming Party therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Owners therein the said Sixth Property at or for the consideration and for and upon the terms and conditions contained therein. The said First Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2253/2008.

14. By the said Second DOC executed by and between the said First Owners therein referred to as the Vendors of the One Part and the said Suraj therein referred to as the Purchaser of the other part, the Vendors therein confirmed the aforesaid transactions in respect of the said Sixth Property including the said First Deed which has been executed by their Constituted Attorney. The said Second DOC is registered with the Sub Registrar of Assurances at Thane under Serial No.8830/2008:

15. In the above premises, the said Suraj became the owner of the said Sixth Property.

16. By an Agreement for Sale dated 15/12/2009 (hereinafter referred to as 'the said Eighth Agreement') executed by and between the said Suraj therein referred to as the Vendor of the one part and yourselves therein referred to as the Purchasers of the other part, the Vendor therein agreed to sell, convey, transfer and assign all his right, title, interest and claim whatsoever in respect of the said Sixth Property more particularly described in the Schedule there under written and the same being described in the Sixth Schedule hereunder written at or for the consideration and upon the terms and conditions therein mentioned. The said Eighth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.648/2010 on 21/01/2010.

17. Pursuant to the said Eighth Agreement, the said Suraj executed a Power of Attorney dated 21/01/2010 (hereinafter referred to as 'the said Eleventh POA') in favour of the persons nominated by you to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein. The said Eleventh POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.649/2010.

18. By a Deed of Conveyance dated 18/06/2011 (hereinafter referred to as 'the said Deed of Conveyance dated 18/06/2011') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and yourselves therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said Sixth Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 18/06/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5886/2011.

19. By virtue of the said Deed of Conveyance dated 18/06/2011, you have become the owner of the said Sixth Property.

(G) 1. One Shri Kashinath Rama Kavare (hereinafter referred to as 'the said Kashinath') was cultivating the property being land bearing Survey No.77/1 admeasuring 15130 sq. mtrs., situate lying and being at village Ovala, Taluka and District Thane (hereinafter referred to as 'the said Fourth Larger Property') and more particularly described Firstly in the Seventh Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Tenancy Act.

2. The said Kashinath died intestate in or about 1990 leaving behind him his widow Jamnabai Kashinath Kavare (hereinafter referred to as 'the said Jamnabai'), two married daughters viz., 1) Bhagibai Maruti Shinge (hereinafter referred to as 'the said Bhagibai'), 2) Parvatibai P. Salvi (hereinafter referred to as 'the said Parvatibai') and five sons viz., 1) Shri Ratan K. Kavare (hereinafter referred to as 'the said Ratan'), 2) Shri Janardan Kavare (hereinafter referred to as 'the said Janardan'), 3) Shri Ananta Kavare (hereinafter referred to as 'the said Ananta'), 4) Shri Ashok Kavare (hereinafter referred to as 'the said Ashok'), 5) Shri Manohar Kavare (hereinafter referred to as 'the said Manohar') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

3. The said Manohar died intestate in or about 1991, leaving behind him 1) Jamnabai Manohar Kavare, 2) Santosh Manohar Kavare, 3) Maruti Manohar Kavare, 4) Madhukar Manohar Kavare and 5) Jaywanti Manohar Kavare (hereinafter collectively referred to as 'the said heirs of the said Madhukar') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

4. In the above premises, the said Jamnabai, the said Ratan, the said Janardan, the said Ananta, the said Ashok and the said heirs of the said Manohar became entitled to the said Fourth Larger Property;

5. By a Development Agreement dated 09/04/1999 (hereinafter referred to as 'the said Ninth Agreement') executed by and between 1) Shri Anil Kishanprasad Bhootra & 2) Shri Parag Amarchand Baheti (hereinafter collectively referred to as 'the said Anil and Parag') therein referred to as the Promoters of the One Part and the said Ratan, the said Janardan, the said Ashok, the said Ananta and the said heirs of the said Manohar therein collectively referred to as the Owners of the Other Part, the Owners therein agreed to grant to the Promoters therein and the Promoters therein agreed to acquire from the Owners therein the development rights of the said Fourth Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Ninth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2509;

6. Pursuant to the said Ninth Agreement, the Owners therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Twelfth POA') in favour of the said Anil and Parag to enable them to do all acts, deeds, matters and things for and in respect of the

said Fourth Larger Property as contained therein. The said Twelfth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.833;

7. By a Partition Deed dated 16/04/1999 (hereinafter referred to as 'the said Partition Deed'), the said Fourth Larger Property came to the share of the said Ananta and the said heirs of the said Manohar No.1, 4 & 5 (hereinafter collectively referred to as 'the said Sixth Owners'). The said Partition Deed is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2726;

8. A dispute arose between the parties to the said Ninth Agreement and the Sixth Owners therein filed a Special Civil Suit No.469 in the Court of the Civil Judge (S.D), Thane (hereinafter referred to as 'the said Matter') and the same was mutually settled out of court and Consent Decree in respect of the said matter was passed by the Court on 04/09/2007 (hereinafter referred to as 'the said Consent Decree');

9. By Order bearing No.TD/6/KV/V.P/S.R/80/2002 dated 14/03/2002 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the Sixth Owners have been permitted to develop the said Fourth Larger Property more particularly described Firstly in the Seventh Schedule hereunder written subject to the terms and conditions contained therein;

10. Pursuant to the said Consent Decree, by a Development Agreement dated 16/08/2007 (hereinafter referred to as 'the said Tenth Agreement') executed by and between the said Anil and Parag therein referred to as the Promoters of the One Part and the said Sixth Owners therein referred to as the Owners of the Other Part, the Owners therein agreed to grant to the Promoters therein and the Promoters therein acquired from the Owners therein the development rights for and in respect of the said Fourth Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Tenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6066/2007;

11. Pursuant to the said Tenth Agreement, the Sixth Owners executed a Power of Attorney of even date (hereinafter referred to as 'the said Thirteenth POA') in favour of the said Anil and the said Parag to enable them to do all acts, deeds, matters and things for and in respect of the said Fourth Larger Property as contained therein. The said Thirteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.892/2007;

12. By a Deed of Partnership dated 14/07/2007 executed by and between 1) Mr. Sachin Chandru Mirani therein referred to as the Party of the First Part, 2) Mrs. Nisha Deven Badiyani therein referred to as the Party of the Second Part, 3) Mr. Jagdish Babulal Jain therein referred to as the Party of the Third Part, 4) Mr. Mahesh K. Dhirmalani therein referred to as the Party of the Fourth Part, 5) Mr. Kamlesh B. Bhatija therein referred to as the Party of the Fifth Part, 6) Mr. Dilip Ahuja therein referred to as the Party of the Sixth Part, 7) the said Anil and

the said Parag therein referred to as the Party of Seventh and Eight Part respectively and Mr. Mukesh P. Dedhia therein referred to as the Party of the Ninth Part, the parties thereto entered into partnership under the name and style of M/s. Ananta Enterprises (hereinafter referred to as 'the said Ananta') and the said Anil and Parag vested the development rights of the said Fourth Larger Property with the said Ananta as contained therein;

13. By a Deed of Conveyance dated 19/03/2008 (hereinafter referred to as 'the said Sixth Deed') executed by and between the Sixth Owners & others therein referred to as the Owners of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Anil and Parag therein referred to as the First Confirming Party of the Third Part, the said Ananta therein referred to as the Second Confirming Party of the Fourth Part, the Owners therein with the knowledge and consent of the First Confirming Party and the Second Confirming Party therein sold, transferred and conveyed to the Purchaser therein the said Fourth Larger Property at or for the consideration and for an upon the terms and conditions contained therein. The said Sixth Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2455/2008;

14. By an Agreement for Sale dated 21/01/2010 (hereinafter referred to as 'the said Eleventh Agreement') executed by and between the said Suraj therein referred to as the Vendor of the one part and yourselves therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell, convey, transfer and assign all his right, title, interest and claim whatsoever in respect of portion of land admeasuring 7,273.59 sq. mtrs. out of the said Fourth Larger Property more particularly described Secondly in the Seventh Schedule hereunder written (hereinafter referred to as 'the said First Plot') at or for the consideration and upon the terms and conditions therein mentioned. The said Eleventh Agreement is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.650/2010.

15. Pursuant to the said Eleventh Agreement, the said Suraj executed a Power of Attorney of even date (hereinafter referred to as 'the said Fourteenth POA') in favour of the persons nominated by you to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Plot as contained therein. The said Fourteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.651/2010.

16. By an Agreement for Sale dated 30/04/2010 (hereinafter referred to as 'the said Twelfth Agreement') executed by and between the said Suraj therein referred to as the Vendor of the one part and yourselves therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell, convey, transfer and assign all his right, title, interest and claim whatsoever in respect of balance portion of land admeasuring 7856.41 sq. mtrs. out of the said Fourth Larger Property (hereinafter referred to as 'the said Second Plot') and more particularly described Thirdly in the Seventh Schedule hereunder written at or for the consideration and

upon the terms and conditions therein mentioned. The said Twelfth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.TNN-1/3782/2010.

17. Pursuant to the said Twelfth Agreement, the said Suraj executed a Power of Attorney of even date (hereinafter referred to as 'the said Fifteenth POA') in favour of the persons nominated by you to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Second Plot as contained therein. The said Fifteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.TNN-1/3783/2010.

18. In the aforesaid premises you are entitled to develop the said Fourth Larger Property;

19. A portion admeasuring 8118.84 sq. meters (hereinafter referred to as "the said First Portion") out of the said Fourth Larger Property which is more particularly described Fourthly in the Seventh Schedule hereunder written, is reserved for school purpose and portion admeasuring 4348.74 sq.mtrs. is reserved for 30 mtrs. D.P. Road which is more particularly described Fifthly in the Seventh Schedule hereunder written as per the said Act for the said Corporation.

20. By an Agreement for Exchange dated 01/04/2011 r/w Deed of Rectifications dated 04/02/2013 & 06/03/2013 respectively (hereinafter collectively referred to as 'the said Exchange Agreement'), made and executed between the yourselves therein referred to as the Party of the First Part of the first part, the said Suraj therein referred to as the First Confirming Party of the Second Part, Mr. Arun Hender Thandre & 16 others therein referred to as the Second Confirming Party of the Third part and M/s. Swastik City therein referred to as the Third Confirming Party of the fourth part and Damji Shamji Realty Pvt. Ltd. therein referred to as the Party of the Second party, the Party of the First Part, with the consent and knowledge of the First Confirming Party therein, agreed to assign, transfer and assure to the Party of the Second Part, the development rights for and in respect of the portion admeasuring 529.37 sq. mtrs. out of the said Fourth Larger Property (hereinafter referred to as the said Second Portion') which is more particularly described Sixthly in the Seventh Schedule hereunder written and in lieu thereof, the Party of the Second Part, with the consent and knowledge of the First to Third Confirming Party, agreed to transfer and assure to the Party of the Second Part the development rights in respect of portion admeasuring 738.68 sq. mtrs. out of land bearing S. No.87/1Z at free of cost and upon the terms and conditions therein mentioned. The said Exchange Agreement is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.3194 on 08/04/2011; 1277 on 05/02/2013 & 2452 on 06/03/2013 respectively.

21. By a Deed of Conveyance dated 18/06/2011 (hereinafter referred to as 'the said Deed of Conveyance dated 18/06/2011') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and the yourselves therein referred to as the

Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said first plot in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 18/06/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5885/2011.

22. By virtue of the said Deed of Conveyance dated 18/06/2011, you have become the owner of the said first plot.

23. By an Agreement for Sale dated 05/04/2013 (hereinafter referred to as "the said Thirteenth Agreement"), made and entered between yourselves therein referred to as the Vendors of the one part and M/s. SEVEN ELEVEN CONSTRUCTION PVT. LTD., (hereinafter referred to as "the said Seven Eleven") therein referred to as the Purchasers of the other part, the Vendors therein agreed to sell, transfer and assign to the Purchasers therein and the Purchasers therein agreed to purchase from the Vendors therein all its right, title and interest in the said First Portion being an area admeasuring 8118.84 sq. meters out of the said Fourth Larger Property at and for consideration and upon the terms and conditions therein contained. The said Thirteenth Agreement is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.2690/2013 on 09/04/2013;

24. Pursuant to the said Thirteenth Agreement, you have executed a Power of Attorney of even date (hereinafter referred to as 'the said Sixteenth POA') in favour of the persons nominated by the said Seven Eleven to enable them to do all acts, deeds, matters and things for and in respect of the said First Portion as contained therein. The said Sixteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2691/2013.

25. In the aforesaid premises the said First Plot and the said Second Plot (excluding the area of the said First portion i.e. 8118.84 sq.mtrs., the said Second Portion i.e. 529.37 sq. mtrs. and portion admeasuring 4348.74 sq.mtrs. reserved for D.P.Road) is hereinafter collectively referred to as "the said Seventh Property" and more particularly described Seventhly in the Seventh Schedule hereunder written:

(H) 1. One Shri Govind Ganu Ture (hereinafter referred to as 'the said Govind') during his life time acquired the property being land bearing Survey No.69 Hissa No.5 admeasuring 10930 sq. mtrs., situate, lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Fifth Larger Property') and more particularly described Firstly in the Eighth Schedule hereunder written under the provisions of the Tenancy Act;

2. The said Govind died intestate in or about 1982 leaving behind him his widow Smt. Vithabai Govind Bhoir (hereinafter referred to as 'the said Vithabai'), son Maruti Govind Bhoir (hereinafter referred to as 'the said Maruti') and two daughters namely Lilabai Sudam Patil (hereinafter referred to as 'the said Lilabai') and Smt. Yashoda Datto Mukadam

(hereinafter referred to as 'the said Yashoda') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

3. The said Vidhabai died intestate on 28/07/2003 leaving behind her said Maruti, the said Lilabai and the said Yashoda as her only heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death;

4. The said Maruti died intestate on 03/09/2004, leaving behind him his widow Smt. Rukmini Maruti Ture, two sons viz. Shri Rajendra Maruti Ture & Shri Ramesh Maruti Ture, and Two daughters Smt Vandana Pradip Dhule and Surekha Maruti Ture (hereinafter collectively referred to as 'the heirs of the said Maruti') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

5. The said Yashoda died intestate leaving behind her son Shri Shailesh Datta Mukadam (hereinafter referred to as 'the said Shailesh') as her only heir in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death;

6. In the above premises, the said Lilabai, the heirs of the said Maruti, and the heir of the said Yashoda (hereinafter referred to as 'the said Lilabai & others') were seized and possessed of the said Fifth Larger Property;

7. By Order bearing No.TD/Te-6/KUV/V.P./S.R.-145/2006 dated 31/08/06 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Lilabai & others have been permitted to develop the said Fifth Larger Property more particularly described in the Eighth Schedule hereunder written subject to the terms and conditions contained therein.

8. By a Development Agreement dated 20/09/2005 (hereinafter referred to as 'the said Fourteenth Agreement') executed by and between the said Poorvi therein referred to as the Promoters of the One Part and the heirs of the said Maruti and others therein referred to as the Owners of the Other Part, the Owners therein granted to the Promoters therein and the Promoters therein acquired from the Owners therein the development rights for and in respect of the said Fifth Larger Property at or for the consideration and upon the terms and conditions therein contained. The said Fourteenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6561/2005;

9. Pursuant to the said Fourteenth Agreement, the heirs of the said Maruti & others executed a Power of Attorney dated 20/09/2005 (hereinafter referred to as 'the said Seventeenth POA') in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said Seventeenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.730;

10. By a Deed of Confirmation dated 21/09/2005 (hereinafter referred to as 'the said Third DOC'), executed by and between the said Poorvi therein referred to as the said Promoters

of the One Part and the said Shailesh therein referred to as the Owner of the Other Part, the Owner therein confirmed and assented to the execution of the said Fourteenth Agreement in respect of the said Fifth Larger Property upon the terms and conditions contained therein. The said Third DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6593/2005;

11. Pursuant to the said Third DOC, the said Shailesh executed a Power of Attorney of even date (hereinafter referred to as 'the said Eighteenth POA') in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said Eighteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.731;

12. By another Deed of Confirmation dated 03/02/2006 (hereinafter referred to as 'the said Fourth DOC'), executed by and between the said Poorvi therein referred to as the said Promoters of the One Part and the said Lilabai therein referred to as the Owner of the Other Part, the Owner therein confirmed and assented to the execution of the said Fourteenth Agreement in respect of the said Fifth Larger Property upon the terms and conditions contained therein. The said Fourth DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.679/2006;

13. Pursuant to the said Fourth DOC, the said Lilabai executed a Power of Attorney of even date (hereinafter referred to as 'the said Nineteenth POA') in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said Nineteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.60;

14. By a Deed of Assignment dated 27/04/2007 (hereinafter referred to as 'the said Fourth DOA') executed by and between the said Poorvi, therein referred to as the Assignor of the One Part and the said Cosmos therein referred to as the Assignees of the other Part, the Assignors therein granted, assigned and transferred to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said Fifth Larger Property alongwith other properties together with the benefits and advantages of the agreements and deeds mentioned therein at or for the consideration and for and upon the terms and conditions contained therein. The said Fourth DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3336/2007;

15. Pursuant to the said Fourth DOA the said Poorvi executed a Substituted Power of Attorney of even date (hereinafter referred to as 'the said Twentieth POA') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said Twentieth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.480/2007.

16. By a Deed of Conveyance dated 12/03/2008 (hereinafter referred to as 'the said Seventh Deed') executed by and between the said Lilabai & others therein referred to as the Owners of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Poorvi therein referred to as the First Confirming Party of the Third Part, the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the Owners therein, with the knowledge and consent of the First Confirming Party and the Second Confirming Party therein, sold, transferred and conveyed to the Purchaser therein the said Fifth Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Seventh Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2254 of 2008;

17. By an Agreement for Sale dated 15/12/2009 (hereinafter referred to as 'the said Fifteenth Agreement') executed by and between the said Suraj therein referred to as the Vendor of the one part and yourselves therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell, convey, transfer and assign all his right, title, interest and claim whatsoever in respect of the said Fifth Larger Property at or for the consideration and upon the terms and conditions therein mentioned. The said Fifteenth Agreement is duly registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.652/2010 on 21/01/2010.

18. Pursuant to the said Fifteenth Agreement, the said Suraj executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty First POA') in favour of the persons nominated by you to enable them to do all acts deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said Twenty First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.653/2010 on 21/01/2010;

19. By a Deed of Conveyance dated 18/06/2011 (hereinafter referred to as 'the said Eighth Deed') executed by and between the said Suraj therein referred to as the Vendor of the First Part and yourselves therein referred to as the Purchaser of the Second Part, the Vendor therein, sold, transferred and conveyed to the Purchaser therein the said Fifth Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Eighth Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5884 of 2011;

20. A portion admeasuring 15 sq. meters out of the said Fifth Larger Property which is more particularly described Secondly in the Eighth Schedule hereunder written, is reserved for 30 mtrs. D.P. Road as per the said Act for the said Corporation. The remaining area out of the said Fifth Larger Property i.e. 10915 sq.mtrs. is hereinafter referred to as "the said Eighth Property" and more particularly described Thirdly in the Eighth Schedule hereunder written;

(I) 1. One Shri Pukhraj Hajarimal Jain (hereinafter referred to as 'the said Pukhraj') was the owner of the property being land bearing Survey No.69 Hissa No.1, admeasuring 750 sq. mtrs., situate, lying and being at village Ovale, Taluka and District-Thane (hereinafter referred to as 'the said Sixth Larger Property') and more particularly described Firstly in the Ninth Schedule hereunder written;

2. By a Development Agreement dated 07/08/2002 (hereinafter referred to as 'the said Sixteenth Agreement') executed by and between the said Pukhraj along with the said Vasantibai and others Nos.2 to 5 therein referred to as the Owners of the One part and Shri Jayprakash Ramavadh Mourya (hereinafter referred to as 'the said Jayprakash') therein referred to as the Developer of the other part, the Owners therein granted to the Developer therein and the Developer therein acquired from the Owners therein the development rights for and in respect of the said Sixth Larger Property at or for the consideration and upon the terms and conditions therein contained. The said Sixteenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.03971/2002;

3. Pursuant to the said Sixteenth Agreement, the said Pukhraj alongwith the said Jain's executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Second POA') in favour of the persons nominated by the said Jayprakash to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Larger Property as contained therein. The said Twenty Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.178;

4. The said Pukhraj died intestate on 08/07/2003 leaving behind him the said Vasantibai & others as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

5. By a Deed of Assignment dated 03/12/2007 (hereinafter referred to as 'the said Fifth DOA') executed by and between the said Jayprakash, therein referred to as the Assignor of the First Part and the said Cosmos therein referred to as the Assignees of the Second Part, the Assignor therein granted and assigned to the Assignees therein and the Assignees therein obtained and acquired from the Assignors therein, the development rights for and in respect of the said Sixth Larger Property at or for the consideration and for an upon the terms and conditions contained therein. The said Fifth DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.08933/2007;

6. Pursuant to the said Fifth DOA, the said Jayprakash executed Substituted Power of Attorney of even date (hereinafter referred to as 'the Twenty Third POA') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Larger Property as contained therein. The Twenty Third POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1213/2007;

7. By a Deed of Confirmation dated 26/02/2010 (hereinafter referred to as "the said Fifth DOC"), made between the said Vasantibai therein referred to as 'the First Party of the one part and the said Jayprakash therein referred to as the Second Party of the other part, the First Party therein has accorded her consent to the assignment of the development rights as well as power granted by the said Jain's vide said Sixteenth Agreement and said Twenty Second POA respectively in favour of the Second Party therein in respect of the said Sixth Larger Property upon the terms and conditions therein mentioned. The said Fifth DOC is registered with the Sub-Registrar of Assurances, Thane under Sr. No. 2060/2010.

8. Pursuant to said Fifth DOC the said Vasantibai has executed Power of Attorney dated 27/02/2010 (hereinafter referred to as "the said Twenty Fourth POA") in favour of the said Suraj to enable him to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Larger Property as contained therein. The said Twenty Fourth POA is registered with the Sub-Registrar of Assurances, Thane under Sr. No. 221/2010;

9. By a Deed of Confirmation dated 08/03/2010 (hereinafter referred to as "the said Sixth DOC"), made between the said Jayprakash therein referred to as the First Party of the one part and the said Cosmos therein referred to as the Second Party of the other part, the First Party therein has confirmed the documents referred therein in respect of the said Sixth Larger Property upon the terms and conditions therein mentioned. The said Sixth DOC is registered with the Sub-Registrar of Assurance at Thane under SR.No.01993/2010;

10. By an Agreement for Sale of Development Rights dated 08/03/2010 (hereinafter referred to as 'the said Seventeenth Agreement') made and executed by and between the said Cosmos therein referred to as the Vendor of the first part, the said Jayprakash therein referred to as the First Confirming Party of the Second part, the Vasantibai & others therein referred to as the Second Confirming Party of the Third part and yourselves therein referred to as the Purchasers of the Fourth part, the Vendors therein, with the consent and knowledge of the Confirming Parties therein, agreed to sell and transfer the said Sixth Larger Property to the Purchasers therein and the Purchasers therein agreed to purchase and acquire the same from the Vendors therein at or for the consideration and upon the terms and conditions therein mentioned. The said Seventeenth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1994/2010;

11. Pursuant to said Seventeenth Agreement, the said Cosmos has executed Power of Attorney dated 08/03/2010 (hereinafter referred to as "the said Twenty Fifth POA") in favour of the person nominated by you to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Larger Property as contained therein. The said Twenty Fifth POA is registered with the Sub-Registrar of Assurances, Thane under Sr. No.1995/2010;

12. A portion admeasuring 10 sq. meters out of the said Sixth Larger Property, which is more particularly described Secondly in the Ninth Schedule hereunder written, is reserved for 30 mtrs. D.P. Road as per the said Act for the said Corporation. The remaining area out of the said Sixth Larger Property i.e. 740 sq.mtrs. is hereinafter referred to as "the said Ninth Property" and more particularly described Thirdly in the Ninth Schedule hereunder written;

13. By a Declaration -Cum - Indemnity Bond dated 04/02/2011 (hereinafter referred to as "the said Third Declaration"), you have handed over area aggregately admeasuring 4370.55 sq.mtrs. out of the said Sixth Property, Fourth Larger Property, Fifth Larger Property and Sixth Larger Property falling under 30 mtrs. wide D.P. Road unto the said Corporation upon the terms and conditions therein mentioned. The said Second Declaration is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.943/2011.

14. After the execution of the said Third Declaration and upon handing over the possession of area falling under the D.P. Road to the said Corporation, survey was carried out by TILR department and accordingly Hissa Form No.12 came to be prepared by the TILR department and new Hissa Nos. were recorded vide Mutation Entry No. 4023 in the record of rights in respect of the said Sixth Property, Fourth Larger Property, Fifth Larger Property and Sixth Larger Property.

15. By a Deed of Conveyance dated 06/07/2012 (hereinafter referred to as "the said Deed dated 06/07/2012") made and executed between the said Vasantibai & others therein referred to as the Vendors of the First Part, the said Jayprakash therein referred to as the First Confirming Party of the Second Part, the said Cosmos therein referred to as the Second Confirming Party of the Third Part and yourselves therein referred to as the Purchasers of the Fourth Part, the Vendors therein, with the consent and knowledge of the First and the said Second Confirming Party therein, sold, transferred and conveyed all their respective share, right, title and interest in the said Ninth Property to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Deed dated 06/07/2012 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5333/2012.

(J) 1. One Smt. Janabai Waman Patil (hereinafter referred to as "the said Janabai") was the owner inter alia seized and possessed of land bearing Old Survey No.96 New Survey No.69 Hissa No.3A admeasuring 1900 sq. mtrs., situate lying and being at village Owale, Taluka and District Thane (hereinafter referred to as "the said Tenth Property") and more particularly described in the Tenth Schedule hereunder written;

2. The said Janabai died intestate somewhere in the year 1984 leaving behind her only son viz. Shri Shantaram Waman Patil, since deceased, his heirs viz. 1.Smt. Rekha Vinayak Mhatre, 2.Smt. Renuka Dayanand Shelke (nee Renuka Shantaram Patil) and 3.Smt. Vanita Shantaram Patil (hereinafter collectively referred to as "the Rekha & others") as her only heirs

in accordance with the provisions of Hindu Succession Act by which she was governed at the time of her death:

3. In the premises as aforesaid the said Rekha & others became entitled to the said Tenth Property;

4. By a Sale-cum-Development Agreement dated 06/02/1995 (hereinafter referred to as 'the said Eighteenth Agreement') executed by and between the said Poorvi therein referred to as the Purchasers of the First Part, the said Rekha & others therein referred to as the Owners of the Second Part and Shri Babanrao Jayram Borhade (hereinafter referred to as "the said Babanrao") therein referred to as the Confirming Party of the Third Part, the Owners therein, with the consent and knowledge of the Confirming Party therein, agreed to sell, transfer and assign all their right, title and interest in the said Tenth Property to the Purchasers therein and the Purchasers therein agreed to acquire from the Owners therein the said Tenth Property alongwith another property at or for the consideration and upon the terms and conditions contained therein. The said Eighteenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1178/1995.

5. Pursuant to the said Eighteenth Agreement, the said Ninth Owners executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Sixth POA') in favour of the persons nominated by the said Poorvi in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Tenth Property alongwith another property. The said Twenty Sixth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.30/1995.

6. By a Deed of Assignment of Development Rights dated 27/04/2007 (hereinafter referred to as "the said Sixth DOA") made and executed between the said Poorvi therein referred to as Assignor of the First Part and the said Cosmos therein referred to as the Assignee of the Second Part, the Assignor therein assigned to the Assignee therein and the Assignee therein acquired from the Assignor therein the development rights for and in respect of the said Tenth Property and the other properties alongwith the benefits and advantages of the said Twenty Sixth Agreement at and for consideration and upon the terms and conditions therein contained. The said Sixth DOA is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.3336/2007.

7. Pursuant to the said Sixth DOA, the said Poorvi executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Seventh POA') in favour of the persons nominated by the said Cosmos in order to enable them to do all acts, deeds, matters and things for and in respect of the said Tenth Property as contained therein. The said Twenty Seventh POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.480.