

Patil as owner in the occupant's column of the record of rights of Survey No.115/1.

h) The purchase price so determined by the Agricultural Land Tribunal & Tahsildar, Thane in respect of the land bearing Survey No.115/1 out of the said Entire Property No.1 u/s. 32G of the BT&AL Act came to be paid by Shri Kacher Dama Patil and accordingly 32M certificate came to be issued and encumbrance of purchase price of the owners came to be deleted from other right's column of the land bearing Survey No.115/1 out of the said Entire Property No.1 vide mutation entry no.2278.

i) The land bearing Survey No.114/9, 114/5, 112/1(part) & 113/1(part) out of the said Entire Property No.1 (hereinafter referred to as "the Surplus Land") was declared surplus land under the provisions of ULC Act vide order dtd.28/10/1988 passed by the Additional Collector and Competent Authority (hereinafter referred to as "**the Competent Authority**") and also was confirmed as surplus vacant land vide revised order bearing no. ULC /TA /T.N.4/Kavesar/SR-16 dtd.16/01/2006 passed by the Competent Authority and further directed to initiate proceeding u/s. 9 and 10(1) of the ULC Act in respect of surplus vacant land.

j) The Competent Authority vide its notice dtd.08/02/2005 inter-alia informed Shri Kacher Dama Patil to handover possession of Surplus Land out of the said Entire Property No.1 to the Competent Authority.

k) As per the letter dtd.15/04/2005 issued by the Competent Authority, name of Govt. of Maharashtra came to be mutated in other's right column of record of right of Surplus Land out of the said Entire Property No.1. Pursuant to above said order as per the direction being given by Govt. of Maharashtra vide its letter dtd.16/08/2005 name of Govt. of Maharashtra came to be mutated in occupant's column of record of rights of the Surplus Land out of the said Entire Property No.1.

l) By and under Development Agreement dtd. 23/02/2007 (hereinafter referred to as "**the said Fifth Agreement**") Shri Kacher Dama Patil & others granted the



development right of the said Entire Property No.1 to and in favour of M/s. Vijay Associates (hereinafter referred to as "**the said Vijay**"). The said Fifth Agreement is registered in the office of Sub Registrar of Assurances, Thane under Sr. No. TNN1-01029/2007 dtd. 23/02/2007.

m) Pursuant to the said Fifth Agreement, Shri Kacher Dama Patil & others. also executed Power of Attorney dated 23/02/2007 (hereinafter referred to as "**the said Fifth POA**") in favour of partner of the said Vijay inter-alia to do various acts, deeds, matters and things in respect of the said Entire Property No.1. The said Fifth POA is registered in the office of Sub Registrar of Assurances, Thane under Sr. No. TNN1-153/2007 dtd. 23/02/2007.

n) The ALT & Tahsildar Thane in view of an area adm.1316 sq.mtrs. out of land bearing Survey No.112/1 mutated in the name of Government of Maharashtra vide its order dated 29/05/2007 inter-alia determined the purchase price in respect of an area adm. 1244 sq.mtrs. only out of total area adm. 2560 sq.mtrs. of the land bearing Survey No.112/1 out of the said Entire Property No.1.

o) By virtue of the abovesaid order Shri Kacher Dama Patil became the tenant/purchaser inter-alia entitled to an area adm.1244 sq.mtrs. out of the land bearing Survey No.112/1 out of the said Entire Property No.1. The effect to abovesaid order came to be given vide Mutation Entry No. 2307 inter-alia incorporating the name of Shri Kacher Dama Patil as owner in the occupant's column of the record of rights of Survey No.112/1.

p) The purchase price so determined by the Agricultural Land Tribunal & Tahsildar, Thane in respect of the land bearing Survey No.112/1 out of the said Entire Property No.1 u/s. 32G of the BT&AL Act came to be paid by Shri Kacher Dama Patil and accordingly 32M certificate came to be issued and encumbrance of purchase price of the owners came to be deleted from other right's column of the land bearing Survey No.112/1 out of the said Entire Property No.1 vide mutation entry no.2309.



q) Being aggrieved by the action being initiated by the Competent Authority u/s. 10 of the ULC Act, Shri Kacher Dama Patil filed Writ Petition No.2893/2008 before the High Court of Judicature at Bombay inter-alia sought relief namely i) it be declared that, the Surplus Land out of the said Entire Property No.1 is not vested in State Government and continues to remain with the Petitioner (Shri Kacher Dama Patil) in view of the provisions of Urban Land (Ceiling and Regulation) Repeal Act, 1999, ii) the proceeding u/s.10 of the ULC Act be declared as abated.

r) The Hon'ble High Court, Bombay vide its order dtd.30/04/2010 inter-alia allowed the petition of Shri Kacher Dama Patil and made the Petition absolute in terms of prayer clauses (b), (c) & (d). As per the order dtd.30/04/2010 passed by the Hon'ble High Court, Bombay name of Govt. of Maharashtra came to be deleted from record of rights of the Surplus Land out of the said Entire Property No.1 and effect to this order came to be given vide Mutation Entry No.2673.

s) By virtue of order of High Court, Bombay name of the original owner viz; Shri. Mahendra Ratilal Thanawala and others came to be re-instated in record of rights of the land bearing Survey No.112/1(part) in respect of area adm.1316 sq.mtrs. out of the said Entire Property No.1.

t) By and under Deed of Assignment dtd. 17/07/2010 (hereinafter referred to as "**the said Sixth Agreement**") the said Vijay with the consent and knowledge of Shri Kacher Dama Patil & others assigned the development right in favour of the Company in respect of the land bearing Survey No.115/1B adm. area 2600 sq.mtrs., Survey No.114/9 adm. area 910 sq.mtrs., Survey No.114/5 adm. area 730 sq.mtrs., Survey No.113/1 adm. area 3770 sq.mtrs. and Survey No.112/1 adm. area 2560 sq.mtrs. out of the said Entire Property No.1. properties. The said Sixth Agreement is registered in the office of Sub Registrar of Assurances, Thane under Sr. No. TNN5-07797/2010 dtd. 17/07/2010.

u) Pursuant to the said Sixth Agreement, Shri Kacher Dama Patil & executed Power of Attorney dated 17/07/2010 (hereinafter referred to as "**the said Sixth POA**") in favour of the Company inter-alia to do various acts, deeds, matters and



things in respect of the properties mentioned therein. The said Sixth POA is registered in the office of Sub Registrar of Assurances, Thane under Sr. No. TNN5-637/2010 dtd. 17/07/2010.

v) Shri Kacher Dama Patil with a view to get determined purchase price in respect of remaining area adm.1316 sq.mtrs. of Survey No.112/1(part) inter-alia filed an application u/s. 32G of the BT&AL Act being application no.32G/Kavesar/79/10 for determination of purchase price before the Tahsildar and ALT, Thane and in turn the Tahsildar and ALT, Thane vide its order dtd.23/02/2011 inter-alia rejected the above said application filed by Shri Kacher Dama Patil u/s. 32G of the BT&AL Act.

w) Pursuant to above said order dtd.23/02/2011, Shri Kacher Dama Patil filed an application u/s. 70B of said Tenancy Act being application no.70B/Kavesar/25/2011 inter-alia for declaration as Tenant in respect of area adm.1316 sq.mtrs. of land bearing Survey No.112/1(part) out of the said Entire Property No.1.

x) The Opponents being Shri. Mahendra Ratilal Thanawala & others in above referred matter inter-alia raised an objection with regards to maintainability of above said application no.70B/Kavesar/25/2011 which is rejected by the Tahsildar and ALT, Thane vide its order dtd.26/09/2011.

y) Being aggrieved by order dtd.26/09/2011 passed by the Tahsildar and ALT, Thane in above said application no.70B/Kavesar/25/2011, the Opponents therein filed an appeal being appeal no.TNC/Appeal/127/11 before the Sub Divisional Officer, Thane inter-alia challenged the order dtd.26/09/2011 passed by the Tahsildar and ALT, Thane and in turn the Sub Divisional Officer, Thane vide its order dtd. 31/12/2012 inter-alia allowed the appeal and also declared application no.70B/Kavesar/25/2011 pending before the ALT and Tahsildar Thane as illegal.

z) By virtue of order dtd.31/12/2012 passed by Sub Divisional Officer, Thane in Tenancy Appeal being appeal no.TNC/Appeal/127/2011 Shri Kacher Dama Patil ceased to have any right, title and / or claim in respect of remaining area adm.



1316 sq.mts. of Survey No.112/1(part) out of the said Entire Property No.1 and Shri. Mahendra Ratilal Thanawala & Others became co-owners in respect of remaining area adm. 1316 sq.mts. of Survey No.112/1(part) out of the said Entire Property No.1.

aa) Effect to the order dtd.31/12/2012 passed by Sub Divisional Officer, Thane in Tenancy Appeal being Appeal no.TNC/Appeal/127/ 2011 came to be given in record of rights vide Mutation Entry No.3007 duly certified on 03/04/2013 and separate 7/12 extract in respect of area adm.1316 sq.mtrs. by giving Survey No. 112, Hissa No.1(part) came to be opened by the concerned Revenue Authority by incorporating name of Shri. Mahendra Ratilal Thanawala & others.

bb) Shri Kacher Dama Patil with a view to get determined purchase price in respect of the land bearing Survey No.114/9 adm. area 910 sq.mtrs. out of the said Entire Property No.1 inter-alia filed an application u/s. 32G of the BT&AL Act being application no.32G/Kavesar/67/ 10 for determination of purchase price before the Tahsildar and ALT, Thane and in turn the Tahsildar and ALT, Thane vide its order dtd.09/05/2011 inter-alia rejected the above said application filed by Shri Kacher Dama Patil u/s. 32G of the BT&AL Act.

cc) Shri. Kacher Dama Patil have not challenged order dtd.09/05/2011 passed by the Tahsildar & ALT, Thane hence, the above said order gained finality and Shri Kacher Dama Patil ceased to have any right, title and/or claim in respect of the land bearing Survey No.114/9 adm. area 910 sq.mtrs. out of the said Entire property No.1.

dd) Effect to the order dtd.09/05/2011 passed by the Tahsildar & ALT, Thane in application no. 32G/Kavesar/67/10 is not yet given in record of rights of the land bearing Survey No.114/9 adm. area 910 sq.mtrs. out of the said Entire property No.1 by incorporating the name of original owners.

ee) In the aforesaid circumstances, by virtue of above referred order passed by the Revenue Authority Shri. Kacher Dama Patil ceases right in respect of the land bearing Survey No.112, Hissa No.1 to the extent of an area adm.1316 sq.mtrs. and



Survey Number 114, Hissa No.9 area adm. 910 sq.mtrs. and Survey No.114, Hissa No.5 adm. area 730 sq.mtrs. and only right in respect of the land bearing Survey No.112/1(part) adm. area 1244 sq.mtrs., Survey No.113/1 adm. area 3770 sq.mtrs. and Survey No.115/1 adm. area 2600 sq.mtrs. totally adm.7614 sq.mtrs. out of the said Entire Property No.1 being the Third Property herein remained with the Third Owners.

ff) Shri. Kacher Dama Patil died on 15/12/2011 and prior to his death he had executed will in favour of his sons namely 1) Shri. Parshuram Kacher Patil, 2) Shri. Pradeep Kacher Patil and 3) Shri Purushottam Kacher Patil being the said Third Owner herein accordingly, effect to above said will came to be given in record of rights of the properties of Shri. Kacher Dama Patil vide Mutation Entry No.3028.

gg) In the aforesaid circumstances the said Third Owner became the co-owners in respect of the said Third Property.

hh) The Company by and under the said Sixth Agreement have already acquired the development right of the said Third Property from the said Vijay with the consent and knowledge of Shri. Kacher Dama Patil and said Third Owner.

ii) As per Development Plan in force and sanctioned under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the said Act") as applicable to the Thane Municipal Corporation the land bearing Survey No.113 Hissa No.1 forming part of the said Third Property is partly under D.P. Road Reservation and the land bearing Survey No.115/1/1 is partly reserved for D.P.Road and partly reserved for Garden (hereinafter referred to as the said D.P. Reservation) which is required to be surrendered to the said Corporation and upon surrendering the said D.P.Reservation the yourselves will be entitled to get Transferable Development Rights or set back in the form of F.S.I to be loaded on the said Third Property or other property as per the D.C. Rule.

jj) The Company on behalf of the said Third Owners by executing registered declaration inter-alia handed over an area adm.1570.50 sq.mtrs. out of the said



D.P. Reservation reserved for the D.P. Road to the said Corporation and accordingly, name of the said Corporation came to be recorded in the column of occupant in 7/12 Extract with respect to the area adm.1570.50 sq.mtrs. reserved for D.P. Road vide Mutation Entry No.3068 and being assigned Survey No.113, Hissa No.1B.

kk) The remaining portion of the Survey No.113/1 out of the said Third Property renumbered as Survey No.113, Hissa No.1A adm. area 1690 sq.mtrs. and Survey No.113 Hissa No.1C adm. area 3770 sq.mtrs. vide mutation entry no.3068 and the name of said Third Owners is appearing thereon.

- 4) a) The said Fourth Owner became entitled to the said Fourth Property under the provisions of the BT&AL Act;
- b) The Tahsildar & ALT, Thane vide its order dated 09/01/2008 in application no. 32G/Kavesar-102/2006 inter-alia determined the purchase price of the said Fourth Property subject to provisions of Sec.43 of the Tenancy Act and encumbrance of the purchase price of the original owners came to be lodged in others right column of the said Fourth Property vide Mutation Entry No. 2349.
- c) By virtue of the abovesaid order the said Fourth Owner became the tenant/purchaser inter-alia entitled to the said Fourth Property. The effect to abovesaid order came to be given vide Mutation Entry No. 2349 inter-alia incorporating the name of Shri Shankar Laxman Kasar as owner in the occupant's column of the record of rights.
- d) The purchase price so determined by the Tahsildar & ALT, Thane came to be paid by said Fourth owners inter-alia 32M Certificate dated 11/01/2008 under the provisions of the Tenancy Act came to be issued in favour of said Fourth owners and encumbrance of purchase price of the original owner came to be deleted from other right's column of the said Fourth Property vide mutation entry no.2354.
- e) By order bearing No. TD/T6/KV/VP/SR-525/2009 dated 17/12/2009 passed by the Sub-Divisional Officer, Thane u/s. 43 of BT&AL Act inter-alia, the said Fourth Owners permitted to develop the said Fourth Property subject to the terms



and conditions therein contained and accordingly restriction of section 43 came to be deleted/removed from 7/12 extract of the said Fourth Property vide mutation entry no.2563;

f) By Development Agreement dated 26/10/2006 (hereinafter referred to as the said '**Seventh Agreement**') made and executed between Fourth Owner and others therein referred to as the owners and M/s. Rajaram Constructions (hereinafter referred to as "**the said Rajaram**") therein referred to as the Developers. The owners therein granted and entrusted development right of the said Fourth Property to and in favour of the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Seventh Agreement is registered in the office of Sub-Registrar of Assurances, at Sr.No. 07778/2006 on 26/10/2006.

g) Pursuant to the said Seventh Agreement the owners therein executed Power of Attorney of even date (hereinafter referred to as the said **Seventh POA**) inter-alia appointed partner of said Rajaram as their constituted Attorney to do various acts, deeds, matters and things for and in respect the said Fourth Property. The said Seventh POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 07779 on 26/10/2006;

h) By an Agreement for Assignment of Development Rights dated 22/01/2007 (hereinafter referred to as the said '**Eighth Agreement**') made between the said Rajaram therein referred to as the Assignor of the one part and the said Vijay therein referred to as the Assignee of the other part, the Assignor therein assigned the development right for and in respect of the said Fourth Property to and in favour of the Assignee therein at and for consideration and upon the terms and conditions therein contained. The said Eighth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.TNN2/01283/2007 on 22/02/2007;

i) Pursuant to the said Eighth Agreement, the said Rajaram through its partner Shri Ramesh Maruti Bhекре executed a Substituted Power of Attorney dated 22/02/2007 (hereinafter referred to as "**the said Eighth POA**") in favour of the



persons nominated by the said Vijay to enable them to do all acts, deeds, matters & things in respect of the said Fourth Property. The said Eighth POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 180 on 22/02/2007.

j) The predecessor-in-title of the Developer on behalf of Fourth Owner executed affidavit inter-alia stated that, they have not filed statement u/s. 6 of Ceiling Act. Further they have stated that, the Fourth Owners have not availed any benefit u/s. 20(1)(a) of the Ceiling Act and proceeding u/s. 10(3) & 10(5) is not pending before Competent Authority. Similarly Government of Maharashtra has not passed any order u/s. 34 of Ceiling Act and there is no stay order being passed by the Government of Maharashtra and/or Competent Authority in respect of the said Fourth Property.

- 5) a) Shri Shankar Laxman Kasar & Shri Chandrakant Laxman Kasar jointly became entitled to the said Fifth Property under the provisions of the BT&AL Act;
- b) Shri Chandrakant Laxman Kasar died intestate in the year 1995 leaving behind him 1) Smt. Parvati Chandrakant Kasar 2) Shri Mahesh Chandrakant Kasar 3) Smt. Chandrabai Prahlad Patil 4) Smt. Indubai Gangaram Daki 5) Smt. Rohini Narayan Patil and 6) Smt. Anita Chatrapati Manera as his only legal heirs in accordance with the Hindu Succession Act, by which he was governed at the time of his death.
- c) By virtue of succession, 1) Smt. Parvati Chandrakant Kasar 2) Shri Mahesh Chandrakant Kasar 3) Smt. Chandrabai Prahlad Patil 4) Smt. Indubai Gangaram Daki, 5) Smt. Rohini Narayan Patil and 6) Smt. Anita Chatrapati Manera became entitled to $\frac{1}{2}$ undivided share of deceased Chandrakant Laxman Kasar in respect of said Fifth Property.
- d) In the aforesaid circumstances, the said Fifth Owner became the co-owners in respect of the said Fifth Property.



e) By and under a Development Agreement dated 02/08/2006 (hereinafter referred to as '**the said Ninth Agreement**') made between the Company therein referred to as the Developers of the One Part and the said Fifth Owners & others therein referred to as the Owners of the Other Part, the Owners therein granted development rights for and in respect of the said Fifth Property to the Developers therein at or for the consideration and upon the terms and conditions therein contained. The said Ninth Agreement is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/05936/2006 on 02/08/2006;

f) Pursuant to said Ninth Agreement the said Fifth Owners & others executed Power of Attorney of even date (hereinafter referred to as the said **Ninth POA**) inter-alia constituted the Director of the Company as their lawful attorney to do various acts, deeds, matters and things for and in respect of development of the said Fifth Property. The said Ninth POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 781 on 02/08/2006;

g) The Tahsildar & ALT, Thane vide its order dated 13/04/2007 in application no. 32G/Kavesar-106/06 inter-alia determined the purchase price of the Survey No.76/4 out of the said Fifth Property subject to provisions of Sec.43 of the BT&AL Act and encumbrance of the purchase price of the original owners came to be lodged in others right column of the said Fifth Property vide Mutation Entry No.2261.

h) The purchase price so determined by the Tahsildar & ALT, Thane came to be paid by said Fifth owners inter-alia 32M Certificate dated 04/05/2007 under the provisions of the BT&AL Act came to be issued in favour of said Fifth owners and encumbrance of purchase price of the original owner came to be deleted from other right's column of the Survey No.76/4 out of the said Fifth Property vide Mutation Entry No.2275.

i) The Tahsildar & ALT, Thane vide its order dated 03/05/2007 in application no. 32G/Kavesar-107/06 inter-alia determined the purchase price of the Survey No.112/2 and Survey No.112/3 out of the said Fifth Property subject to provisions



of Sec.43 of the BT&AL Act. and encumbrance of the purchase price of the original owners came to be lodged in others right column of the said Fifth Property vide Mutation Entry No.2271.

j) The purchase price so determined by the Tahsildar & ALT, Thane came to be paid by said Fifth owners inter-alia 32M Certificate dated 04/05/2007 under the provisions of the BT&AL Act came to be issued in favour of said Fifth owners and encumbrance of purchase price of the original owner came to be deleted from other right's column of the Survey No.112/2 and Survey No.112/3 out of the said Fifth Property vide mutation entry no.2277.

b) By order bearing No. TD/T6/KV/VP/SR-156/2008 dated 18/08/2008 passed by the Sub-Divisional Officer, Thane u/s.43 of BT&AL Act inter-alia, the said Fifth Owners permitted to develop the said Fifth Property subject to the terms and conditions therein contained and accordingly restriction of section 43 is came to be deleted/removed from 7/12 extract of the said Fifth Property vide mutation entry no. 2534;

6) a) Shri Ambo Budhya Madhavi had purchased the land bearing Survey No. 116 Hissa No. 5 adm. area 1770 sq.mtrs. out of the said Sixth Property by and under Sale Deed dated 10/02/1943 from Shri Pannalal Bhaichand;

b) Shri Ambo Budhya Madhavi became entitled to the land bearing Survey No.114 Hissa No.1, adm. 1310 sq. mtrs., Survey No.114 Hissa No.3, adm. 280 sq. mtrs. out of the said Sixth Property under the provisions of the BT&AL Act;

c) Shri Ambo Budhya Madhavi died intestate leaving behind him two sons viz. 1) Shri Budhya Ambo Madhavi and 2) Shri Hasha Ambo Madhavi.

d) Shri Hasha Ambo Madhavi died intestate sometime in the year 1952-53 and Shri Budhya Ambo Madhavi died intestate sometime in the year 1955 leaving behind him 1) Shri Nathu Budhya Madhavi and 2) Shri Bhaskar Budhya Madhavi as his only legal heirs in accordance with the law by which he was governed at the time of his death.



c) Shri Bhaskar Budhya Madhavi died intestate on 14/04/1996 leaving behind him 1) Smt. Anandi Bhaskar Madhavi 2) Shri Bajrang Bhaskar Madhavi 3) Shri Vasudev Bhaskar Madhavi 4) Smt. Vatsala Gurunath Patil and 5) Smt. Bharti Jagdish Bhosale as his only legal heirs in accordance with the Hindu Succession Act, 1956 by which he was governed at the time of his death.

f) In the aforesaid circumstances, the said Sixth Owners became the co-owners inter-alia entitled to the said Sixth Property.

g) By and under a Development Agreement dated 24/11/2006 (hereinafter referred to as '**the said Tenth Agreement**') made between the said Vijay therein referred to as the Developers of the One Part and the said Sixth Owners & others therein referred to as the Owners of the Other Part, the Owners therein granted development rights for and in respect of the land bearing Survey No.114 Hissa No.1, adm. 1310 sq. mtrs. and Survey No.114 Hissa No.3, adm. 280 sq. mtrs. out of the said Sixth Property to the Developers therein at or for the consideration and upon the terms and conditions therein contained. The Tenth Agreement is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/08543/2006 on 27/11/2006;

h) Pursuant to said Tenth Agreement the said Sixth Owners & others executed Power of Attorney dated 27/11/2006 (hereinafter referred to as "**the said Tenth POA**") inter-alia constituted partners of the said Vijay as their lawful attorney to do various acts, deeds, matters and things for and in respect of development of the land bearing Survey No.114 Hissa No.1, adm. 1310 sq. mtrs. and Survey No.114 Hissa No.3, adm. 280 sq. mtrs. out of the said Sixth Property. The said Tenth POA is registered in the office of Sub-Registrar of Assurances under Auth. No. 01194 on 27/11/2006;

i) By Development Agreement dated 24/11/2006 (hereinafter referred to as the said '**Eleventh Agreement**') made and executed between said Sixth Owners & others therein referred to as the said owner of One Part and the said Vijay therein referred to as the Developers of the Other Part. The said Sixth Owners therein



granted and entrusted development right of the land bearing Survey No.116 Hissa No.5, adm. 2180 sq. mtrs. out of the said Sixth Property to and in favour of the said Vijay at or for consideration and upon the terms and conditions therein contained. The said Eleventh Agreement is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. No. TNN2/08545/2006 on 27/11/2006.

j) Pursuant to the said Eleventh Agreement the Sixth Owners & others therein executed Power of Attorney of even date (hereinafter referred to as 'the said **Eleventh POA**') inter-alia appointed partner of said Vijay as their constituted Attorney to do various acts, deeds, matters and things for and in respect the land bearing Survey No.116 Hissa No.5, adm. 2180 sq. mtrs. out of the said Sixth Property. The said Eleventh POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 1190 on 27/11/2006;

k) By and under a Deed of Confirmation dated 27/11/2006 (hereinafter referred to as '**the said Deed of Confirmation No.1**') made between the said Vijay therein referred to as the Developers of the One Part and Smt. Motibai Namdev Patil & others therein referred to as the Owners of the Other Part, the Owners therein confirmed the execution of said Eleventh Agreement and said Eleventh POA executed in respect of the land bearing Survey No.116 Hissa No.5, adm. 2180 sq. mtrs. out of the said Sixth Property. The said Deed of Confirmation No.1 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/08547/2006 on 27/11/2006;

l) Pursuant to said Deed of Confirmation No.1 Smt. Motibai Namdev Patil & others executed Power of Attorney of even date (hereinafter referred to as "**the said Deed of Confirmation POA No.1**") inter-alia constituted partners of the said Vijay as their lawful attorney to do various acts, deeds, matters and things on their behalf for and in respect of development of the land bearing Survey No.116 Hissa No.5, adm. 2180 sq. mtrs. out of the said Sixth Property. The said Deed of Confirmation POA No.1 is registered in the office of Sub-Registrar of Assurances under Auth. No. 01196 on 27/11/2006;

