

m) The Tahsildar & ALT, Thane vide its order dated 14/03/2007 in application no. 32G/Kavesar-105/06 inter-alia determined the purchase price of the land bearing Survey No.114/1 and Survey No.114/3 out of the said Sixth 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 Sixth Property vide mutation entry no. 2260.

n) The purchase price so determined by the Tahsildar & ALT, Thane came to be paid by said Sixth owners inter-alia 32M Certificate dated 21/03/2007 under the provisions of the BT&AL Act came to be issued in favour of said Sixth Owners and encumbrance of purchase price of the original owner came to be deleted from other right's column of the land bearing Survey No.114/1 and Survey No.114/3 out of the said Sixth Property vide mutation entry no.2274.

o) By order bearing No. TD/T6/KV/VP/SR-157/2007 dated 30/07/2008 passed by the Sub-Divisional Officer, Thane u/s. 43 of BT&AL Act inter-alia the said Sixth Owners permitted to develop the land bearing Survey No.114/1 and Survey No.114/3 out of the said Sixth 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 Sixth Property vide mutation entry no.2533;

7) a) Mr. Eddie Martin Alvares was the absolute owner of the said Seventh Property inter-alia was in use, occupation & possession till his death.

b) Mr. Eddie Martin Alvares died on 22/12/1985 at Thane leaving behind his last will dtd.08/12/1983 (hereinafter referred to as this said will). The beneficiaries under the said will filed petition no.121/1981 in the High Court Bombay and obtained probate on 16/12/1989 in respect of said Will.

c) By virtue of said will 1) Shri Joseph Anthony Alvares, 2) Miss Marrisella Ellene Alvares, 3) Miss Jacquiline Alvares & 4) Shri Peter Ira Alvares became legally entitled to inherit the properties of Mr. Eddie Martin Alvares including the said Seventh Property in equal shares.



d) Mr. Peter Ira Alvares who was unmarried expired on 15/04/1996 leaving behind him 1) Shri Joseph Anthony Alvares, 2) Miss Marrisa Ellene Alvares and 3) Miss Jacquiline Alvares.

e) In the aforesaid circumstances, the said Seventh Owner became the co-owners inter-alia entitled to the said Seventh Property.

f) By Development Agreement dtd.22/11/2003 (hereinafter referred to as "**the said Twelfth Agreement**") made and executed between the Seventh Owners no. 1 & 2 therein referred to as the Vendors/Owners of One Part and Shri Nirmal Devraj Punamiya & Others therein referred to as the Purchaser/Developer of the Other Part. The Vendors/ Owners therein granted development right of their 2/3 undivided share in Survey No.116/3 adm. area 1010 sq.mtrs., Survey No.116/7, adm. area 450 sq.mtrs., Survey No.114/10 adm. area 580 sq.mtrs. Survey No.114/12 adm. area 2130 sq.mtrs. out of the said Seventh Property to and in favour of the Purchaser/ Developer therein. The said Twelfth Agreement is duly registered in the office of Sub-Registrar Assurances, Thane under Sr. No.07521 on 24/11/2003.

g) Pursuant to the said Twelfth Agreement the Seventh Owners No. 1 & 2 also executed registered Power of Attorney of even date (hereinafter referred to as "**the said Twelfth POA**") in favour of Shri Nirmal Devraj Punamiya & Others to do various acts, deeds, matters and things in respect of their 2/3 undivided share in Survey No.116/3 adm. area 1010 sq.mtrs., Survey No.116/7, adm. area 450 sq.mtrs., Survey No.114/10 adm. area 580 sq.mtrs. Survey No.114/12 adm. area 2130 sq.mtrs. out of the said Seventh Property.

h) By Development Agreement dtd. 06/11/2003 (hereinafter referred to as "**the said Thirteenth Agreement**") made and executed between the Seventh Owners no. 3 therein referred to as the Vendor/Owner of One Part and Shri Suresh Devichand Mehta/Jain Partner of M/s. Darshan Enterprises therein referred to as the Purchaser/Developer of the Other Part. The Vendor/Owner therein granted development right of her 1/3 undivided share in Survey No.116/3 adm. area 1010



sq.mtrs., Survey No.116/7, adm. area 450 sq.mtrs., Survey No.114/10 adm. area 580 sq.mtrs. Survey No.114/12 adm. area 2130 sq.mtrs. out of the said Seventh Property to and in favour of the Purchaser/ Developer therein.

i) Pursuant to the said Thirteenth Agreement the Seventh Owners No. 3 also executed registered Power of Attorney of even date (hereinafter referred to as **"the said Thirteenth POA"**) in favour of Shri Suresh Devichand Mehta/Jain Partner of M/s. Darshan Enterprises to do various acts, deeds, matters and things in respect of her 1/3 undivided share in Survey No.116/3 adm. area 1010 sq.mtrs., Survey No.116/7, adm. area 450 sq.mtrs., Survey No.114/10 adm. area 580 sq.mtrs. Survey No.114/12 adm. area 2130 sq.mtrs. out of the said Seventh Property. The said Thirteenth POA is duly registered in the office of Sub-Registrar Assurances, Thane under Sr. No. 07092 on 06/11/2003.

j) By virtue of said Twelfth Agreement Shri Nirmal Devraj Punamiya and others became entitled to develop the land bearing Survey No.116/3 adm. area 1010 sq.mtrs., Survey No.116/7, adm. area 450 sq.mtrs., Survey No.114/10 adm. area 580 sq.mtrs. Survey No.114/12 adm. area 2130 sq.mtrs. out of said Seventh Property to the extent of 2/3 undivided share of the said Seventh Owner No.1 & 2.

k) By virtue of said Thirteenth Agreement Shri Suresh Devichand Mehta/Jain Partner of M/s. Darshan Enterprises became entitled to develop the land bearing Survey No.116/3 adm. area 1010 sq.mtrs., Survey No.116/7, adm. area 450 sq.mtrs., Survey No.114/10 adm. area 580 sq.mtrs. Survey No.114/12 adm. area 2130 sq.mtrs. out of said Seventh Property to the extent of 1/3 undivided share of the Seventh Owner No.3.

l) Said Shri Nirmal Devraj Punamiya & others and Shri Suresh Devichand Mehta/Jain partner of M/s. Darshan Enterprises for their own reason couldn't develop the land bearing Survey No.116/3 adm. area 1010 sq.mtrs., Survey No.116/7, adm. area 450 sq.mtrs., Survey No.114/10 adm. area 580 sq.mtrs. Survey No.114/12 adm. area 2130 sq.mtrs. out of said Seventh Property.



m) By Deed of Assignment dtd. 13/10/2006 (hereinafter referred to as "**the said Fourteenth Agreement**") made and executed between Shri Nirmal Devraj Punamiya & others therein referred to as the Assignor No. 1 of One Part and Shri Suresh Devichand Mehta/Jain therein referred to as the Assignor No. 2 of Second Part and M/s. Darshan Enterprises therein referred to as the Assignor No. 3 of Third Part and the Company therein referred to as the Assignee of the Fourth Part. The Assignor No. 1 to 3 assigned the Development Right of the land bearing Survey No.114/10, 116/3 & 116/7 out of the said Seventh Property which they had acquired by and under said Twelfth and Thirteenth Agreement from the said Seventh Owners at or for consideration and upon the terms and conditions more particularly stated therein. The said Fourteenth Agreement is duly registered in the office of Sub-Registrar of Assurances, Thane – 2 under Sr. No. 07557/2006 on 13/10/2006.

n) Pursuant to the said Fourteenth Agreement the Assignor No. 1 to 3 executed Substituted Power of Attorney of even date (hereinafter referred to as "**the said Fourteenth POA**") in favour of Director of the Company to do various acts, deeds, matters and things in respect of the land bearing Survey No.114/10, 116/3 & 116/7 out of the said Seventh Property. The said Fourteenth POA is duly registered in the office of Sub-Registrar of Assurances, Thane – 2 under Sr. No. 1037/2006 on 13/10/2006.

o) By Deed of Conveyance dtd. 14/08/2012 (hereinafter referred to as "**the said First Deed of Conveyance**") made and executed between Smt. Urmila Chandravadan Desai therein referred to as the Vendor of One Part and the said Seventh Owner therein referred to as the Purchaser of Other Part. The Vendor therein confirmed the execution of Irrevocable Power of Attorney-cum-Conveyance dtd.27/10/1961 made and executed by and between Mr.Eddie Martin Alavaris and Shri Balkisan Pranjeewandas Thanawala inter-alia sold, transferred and conveyed the land bearing Survey No.114/12 out of the said Seventh Property in favour of the Purchaser therein. The said First Deed of Conveyance is duly



registered in the office of Sub-Registrar of Assurances, Thane – 5 under Sr. No. 6930/2012 on 14/08/2012.

p) By virtue of said First Deed of Conveyance the ownership of the said Seventh Owner in respect of land bearing Survey No.114/12 out of the said Seventh Property came to be confirmed by Smt. Urmila Chandravan Desai.

r) By Deed of Assignment dtd. 14/08/2012 (hereinafter referred to as “**the said Fifteenth Agreement**”) made and executed between Shri Nirmal Devraj Punamiya & others therein referred to as the Assignor No. 1 of One Part and Shri Suresh Devichand Mehta/Jain partner of M/s. Darshan Enterprises therein referred to as the Assignor No. 2 of Second Part and the Company therein referred to as the Assignee of the Third Part. The Assignor No. 1 & 2 assigned the Development Right in respect of land bearing Survey No.114/12 out of the said Seventh Property which they had acquired by and under said Thirteenth and Fourteenth Agreement from the said Seventh Owners at or for consideration and upon the terms and conditions more particularly stated therein. The said Fifteenth Agreement is duly registered in the office of Sub-Registrar of Assurances, Thane – 2 under Sr. No. 07733/2012 on 14/08/2012.

s) Pursuant to the said Fifteenth Agreement the Assignor No. 1 & 2 executed Substituted Power of Attorney of even date (hereinafter referred to as “**the said Fifteenth POA**”) in favour of Director of the Company to do various acts, deeds, matters and things in respect of land bearing Survey No.114/12 out of the said Seventh Property. The said Fifteenth POA is duly registered in the office of Sub-Registrar of Assurances, Thane – 2 under Sr. No. 0390/2012 on 14/08/2012.

8) a) Shri Gana Gandhya Tare by and under Sale Deed dtd. 25/02/1959 had purchased and acquired the said Eight Property from Shri Ratan Shimgo Manera and Shri Dattu Shimgao Manera.

b) Shri Gana Gandhya Tare died intestate on 16/10/1962 leaving behind him his wife Smt. Mathurabai Gana Tare, one son Shri Rohidas Gana Tare and two daughters viz. 1) Smt. Udari Alias Devkibai Ramchandra Daki and 2) Smt. Suman



Sadanand Patil as his only legal heirs as per the provisions of Hindu Succession Act 1956 by which he was governed at the time of his death.

c) Smt. Mathurabai Gana Tare died intestate sometime in the year 1998 leaving behind her one son Shri Rohidas Gana Tare and two daughters viz. 1) Smt. Udari Alias Devkibai Ramchandra Daki and 2) Smt. Suman Sadanand Patil as his only legal heirs as per the provisions of Hindu Succession Act 1956 by which she was governed at the time of her death.

d) By virtue of Succession, 1) Shri Rohidas Gana Tare 2) Smt. Udari Alias Devkibai Ramchandra Daki and 3) Smt. Suman Sadanand Patil became co-owners inter-alia entitled to 1/3 undivided share each in the said Eighth Property.

e) Smt. Udari Alias Devkibai Ramchandra Daki died intestate on 23/02/2004 leaving behind her two sons viz. 1) Shri Rajan Ramchandra Daki, 2) Shri Hemant Ramchandra Daki and one daughter Smt. Vasudha Sawant Patil as her only legal heirs as per the provisions of Hindu Succession Act 1956 by which she was governed at the time of her death.

f) By virtue of Succession, 1) Shri Rajan Ramchandra Daki, 2) Shri Hemant Ramchandra Daki and 3) Smt. Vasudha Sawant Patil became co-owners in respect of 1/3 undivided share of Smt. Udri Alias Devkibai Ramchandra Daki in the said Eighth Property.

g) In the aforesaid circumstances the said Eighth Owner became the co-owners inter-alia entitled to the said Eighth Property.

h) By Agreement For Sale dated 03/12/2009 (hereinafter referred to as "**the said Sixteenth Agreement**") made and executed between the Company therein referred to as the Purchaser of One Part and the Eighth Owner & others therein referred to as the Vendor of Other Part. The Vendor therein agreed to sale, transfer and convey the said Eighth Property to the Purchaser therein at or for consideration and upon the terms and conditions therein contained. The said Sixteenth Agreement is registered in the office of Sub-Registrar of Assurances, Thane -2, at Sr.No. TNN2/11509/2009 on 03/12/2009.



- i) Pursuant to the said Sixteenth Agreement the Eighth Owner & others therein executed Power of Attorney of even date (hereinafter referred to as the said **Sixteenth POA**) inter-alia appointed Directors of the Company as their constituted Attorney to do various acts, deeds, matters and things for and in respect of said Eight Property. The said Sixteenth POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 617 on 03/12/2009;
- 9) a) Shri Kalya Rajaram Patil acquired the said Ninth Property under the provisions of the BT&AL Act;
- b) Shri Kalya Rajaram Patil died intestate sometime in the year 1968-69 leaving behind him 1) Shri Vithal Kalya Patil, 2) Smt. Hirubai Kalya Patil, 3) Shri Hari Kalya Patil, 4) Smt. Bharati Rajaram Pithale, 5) Smt. Halubai Balaram Patil and 6) Smt. Rukhmini Bharat Kudake as his only legal heirs in accordance with the Hindu Succession Act, 1956 by which he was governed at the time of his death.
- c) By virtue of succession, the heirs of late Kalya Rajaram Patil viz; 1) Shri Vithal Kalya Patil, 2) Smt. Hirubai Kalya Patil, 3) Shri Hari Kalya Patil, 4) Smt. Bharati Rajaram Pithale, 5) Smt. Halubai Balaram Patil and 6) Smt. Rukhmini Bharat Kudake became the co-owner in respect of undivided share of late Kalya Rajaram Patil in the said Ninth Property.
- d) Shri Vithal Kalya Patil died intestate in the year 1977 leaving behind him 1) Smt. Sharadabai Vithal Patil, 2) Shri Prakash Vithal Patil, 3) Shri Dilip Vithal Patil, 4) Shri Avinash Vithal Patil & 5) Smt. Kusum Arun Tare as his only legal heirs in accordance with the Hindu Succession Act, 1956 by which he was governed at the time of his death.
- e) By virtue of succession, the heirs of late Vithal Kalya Patil viz; 1) Smt. Sharadabai Vithal Patil, 2) Shri Prakash Vithal Patil, 3) Shri Dilip Vithal Patil, 4) Shri Avinash Vithal Patil & 5) Smt. Kusum Arun Tare became the co-owner in respect of late Vithal Kalya Patil undivided share in the said Ninth Property.



f) Smt. Hirubai Kalya Patil and Shri Hari Kalya Patil died intestate leaving behind them 1) Smt. Bharati Rajaram Patil, 2) Smt. Halubai Balaram Patil & 3) Smt. Rukhmini Bharat Kudake as their legal heirs in accordance with the Hindu Succession Act, by which he was governed at the time of their death.

g) By virtue of succession, the heirs of late Hari Kalya Patil viz; 1) Smt. Bharati Rajaram Patil, 2) Smt. Halubai Balaram Patil & 3) Smt. Rukhmini Bharat Kudake became the co-owner in respect of undivided share of Shri Hari Kalya Patil in the said Ninth Property.

h) Smt. Bharati Rajaram Patil died in the year 2001 leaving behind her 1) Miss Archana Rajaram Pithale, 2) Miss Komal Rajaram Pithale, 3) Miss Madhuri Rajaram Pithale & 4) Kumar Vikas Rajaram Pithale as her legal heirs in accordance with the Hindu Succession Act, 1956 by which she was governed at the time of her death.

i) By virtue of succession, the heirs of late Bharati Rajaram Patil viz; 1) Miss Archana Rajaram Pithale, 2) Miss Komal Rajaram Pithale, 3) Miss Madhuri Rajaram Pithale & 4) Kumar Vikas Rajaram Pithale became the co-owner in respect of undivided share of late Bharti Rajaram Patil in the said Ninth Property.

j) Smt. Halubai Balaram Patil died intestate leaving behind her Smt. Savita Umakant Pedvekar as her legal heir in accordance with the Hindu Succession Act, by which she was governed at the time of her death.

k) By virtue of succession, the legal heirs of late Halubai Balaram Patil viz; Smt. Savita Umakant Pedvekar became the owner in respect of undivided share of late Halubai Balaram Patil in the said Ninth Property.

l) In the aforesaid circumstances, the said Ninth Owner became the co-owners inter-alia entitled to the said Ninth Property.

m) By and under a Development Agreement dated 31/01/2007 (hereinafter referred to as 'the Seventeenth Agreement') made between said Vijay therein



referred to as the Developers of the One Part and the said Ninth 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 Ninth Property to the Developers therein at or for the consideration and upon the terms and conditions therein contained. The said Seventeenth Agreement is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/00721/2007 on 31/01/2007;

n) Pursuant to said Seventeenth Agreement the said Ninth Owners & others executed Power of Attorney of even date (hereinafter referred to as the said **Seventeenth POA**) inter-alia constituted the partners of said Vijay as their lawful attorney to do various acts, deeds, matters and things for and in respect of development of the said Ninth Property. The said Seventeenth POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 97 on 31/01/2007;

o) The Tahsildar & ALT, Thane vide its order dated 31/01/1963 inter-alia determined the purchase price of the said Ninth Property under section 32G 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 Ninth Property vide mutation entry no.929.

p) The purchase price so determined by the Tahsildar & ALT, Thane came to be paid by said Ninth Owner inter-alia 32M Certificate dated 03/02/1971 under the provisions of the BT&AL Act came to be issued in favour of said Ninth Owner and encumbrance of purchase price of the original owner came to be deleted from other right's column of the said Ninth Property vide mutation entry no.1295.

q) By order bearing No. TD/T6/KV/VP/SR-526/2009 dated 25/01/2010 passed by the Sub-Divisional Officer, Thane, the said Ninth Owners have been permitted to develop the said Ninth 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 Ninth Property vide mutation entry no.2574.;

- 10) a) By Sale Deed dtd.28/03/1928 Smt. Motibai alias Zaverbai Lakhmidas Ramdas had sold the said Tenth Property in favour of Shri. Hasha Gana Daki.
- b) By virtue of Sale Deed dtd.28/03/1928, name of Shri. Hasha Gana Daki came to be incorporated in record of rights of the said Tenth Property vide Mutation Entry No.103.
- c) Shri. Hasha Gana Daki died on 20/04/1946 leaving behind him 1) Kumar Manilal Hasha Daki & 2) Smt. Mankibai Hasha Daki as his legal heirs accordingly their name came to be incorporated in record of rights of the said Tenth Property vide Mutation Entry No.323.
- d) Upon statement being recorded by Kumar Manilal Hasha Daki being minor through his natural guardian Smt. Manakibai Hasha Daki before the revenue authorities name of Smt. Laxmibai Gopal Gondhali came to be incorporated in record of rights of said Tenth Property vide Mutation Entry No.333.
- e) Smt. Laxmibai Gopal Gondhali died intestate on 01/10/1999 leaving behind her only son Shri Kamalakar Gopal Gondhali as her only legal heir in accordance with the provisions of the Hindu Succession Act, 1956 by which she was governed at the time of her death.
- f) By virtue of succession the said Tenth Owners became owner of the said Tenth Property.
- g) By Development Agreement dated 27/06/2008 (hereinafter referred to as "**the said Eighteenth Agreement**") made and executed between the said Company therein referred to as the Developers of One Part and the said Tenth Owner & others therein referred to as the owner of the other part. The said Tenth Owner therein granted and entrusted development right of the said Tenth Property to and in favour of the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Eighteenth Agreement is registered in the office of Sub-Registrar of Assurances, Thane-2 at Sr.No. TNN2/05875/2008 on 27-06-2008.



- h) Pursuant to the said Eighteenth Agreement the said Tenth owner & others therein executed Power of Attorney of even date (hereinafter referred to as "**the said Eighteenth POA**") inter-alia appointed Director of the Company as their constituted Attorney to do various acts, deeds, matters and things for and in respect of said Tenth Property. The said Eighteenth POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 1034 on 27/06/2008;
- 11) a) Shri Atmaram Govind Patil acquired the said Eleventh Property under the provisions of the BT&AL Act;
- c) Shri Atmaram Govind Patil died intestate on 21/02/1973 leaving behind him the said Eleventh Owner as his only legal heirs in accordance with the provisions of the Hindu Succession Act, 1956 by which he was governed at the time of his death.
- d) By virtue of succession the said Eleventh Owner became co-owners of the said Eleventh Property.
- e) The Tahsildar & ALT, Thane determined the purchase price of the said Eleventh Property under section 32G 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 Eleventh Property vide mutation entry no 1633.
- f) The purchase price so determined by the Tahsildar & ALT, Thane came to be paid by said Eleventh Owner inter-alia 32M Certificate dated 06/01/1989 under the provisions of the BT&AL Act came to be issued in favour of said Eleventh Owner and encumbrance of purchase price of the original owner came to be deleted from other right's column of the said Eleventh Property vide mutation entry no.1634.
- g) By order bearing No. TD/T6/KV/VP/SR-181/2005 dated 16/08/2005 passed by the Sub-Divisional Officer, Thane, the said Eleventh Owners have been permitted to develop the said Eleventh 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 Eleventh Property vide mutation entry no. 2191;

h) By Development Agreement dated 06/09/2005 (hereinafter referred to as '**the said Nineteenth Agreement**') made and executed between said Eleventh Owners and Others therein referred to as the party of Second part and M/s. D.J. Traders Pvt. Ltd. therein referred to as the Developer. The party of Second part therein granted and entrusted the development right of said Eleventh Property to and in favour of the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Nineteenth Agreement is registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No. TNN2/05676/2005 on 06/09/2005.

i) Pursuant to said Nineteenth Agreement the party of second part executed power of Attorney of even date (hereinafter referred to as "**the said Nineteenth POA**") inter-alia appointed Shri Suraj Parmar and M/s. D.J. Traders Pvt. Ltd. as their constituted Attorney to do various acts, deeds, matter and things for and in respect of the said Eleventh Property. The said Nineteenth POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 455 on 06/09/2005;

j) By Development Agreement dated 05/10/2006 (hereinafter referred to as the said '**Twentieth Agreement**') made and executed between M/s. Cosmos Prime Projects Pvt. Ltd. (formerly known as M/s. D.J. Traders Pvt. Ltd.) therein referred to as the party of second part and said Company therein referred to as the Developer of the first part and said Eleventh Owners and Others therein referred to as the Confirming Party of the third part. The Party of the second part with consent and knowledge of the Confirming Party entrusted and assigned development right of the said Eleventh Property to and in favour of the said Company together with all the right, benefit and advantages which they acquired vide said Nineteenth Agreement at or for consideration and upon the terms and conditions therein contained. The said Twentieth Agreement is registered in the



office of Sub-Registrar of Assurances, Thane-2 under Sr.No. TNN2/07305/2006 on 05/10/2006.

k) Pursuant to said Twentieth Agreement, the Confirming Party executed Power of Attorney of even date (hereinafter referred to as "**the said Twentieth POA**") to and in favour of director of said Company as their constituted Attorney to do various acts, deeds, matters and things to develop the said Eleventh Property. The said Twentieth POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 1000 on 05/10/2006;

l) The Predecessor-in-title of the Developers on behalf of Eleventh Owner executed affidavit inter-alia stated that, the Eleventh Owner have not filed statement u/s. 6 of Ceiling Act. further they have stated that, they 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 Eleventh Property.

12) a) Shri Vishnu Gondhali acquired the land bearing Survey No.116, Hissa No. 2, admeasuring 10720 sq. mtrs. lying being and situate at Village Kavesar, Taluka & District Thane (hereinafter referred to as '**the said Entire Property No.2**') under the provisions of BT&AL Act.;

b) Shri Vishnu Gondhali died intestate leaving behind him 1) Shri Laxman Vishnu Gondhali, 2) Shri Maruti Vishnu Gondhali, 3) Shri. Dwarkanath Vishnu Gondhali, 4) Smt. Anjani Mahadev Bhagat, 5) Smt. Savitri Ganpat Patil & 6) Smt. Bhagirathi Jagannath Patil as his legal heirs accordance with the provisions of the Hindu Succession Act, 1956 by which he was governed at the time of his death.

c) By virtue of succession 1) Shri Laxman Vishnu Gondhali, 2) Shri Maruti Vishnu Gondhali, 3) Shri. Dwarkanath Vishnu Gondhali, 4) Smt. Anjani Mahadev Bhagat, 5) Smt. Savitri Ganpat Patil & 6) Smt. Bhagirathi Jagannath Patil became co-owners of the said Twelfth Property.



d) Shri Laxman Vishnu Gondhali died intestate on 12/12/1996 leaving behind him 1) Smt. Changuna Laxman Gondhali, 2) Shri Mohan Laxman Gondhali, 3) Shri Datta Laxman Gondhali, 4) Shri Shatrughan Laxman Gondhali, & 5) Shri Machindra Laxman Gondhali as his legal heirs accordance with the Hindu Succession Act, 1956 by which he was governed at the time of his death.

e) By virtue of succession 1) Smt. Changuna Laxman Gondhali, 2) Shri Mohan Laxman Gondhali, 3) Shri Datta Laxman Gondhali, 4) Shri Shatrughan Laxman Gondhali, & 5) Shri Machindra Laxman Gondhali being the legal heirs of late Shri Laxman Vishnu Gondhali became the co-owners in respect of his undivided share in the said Twelfth Property.

f) Shri Maruti Vishnu Gondhali died intestate on 28/02/2003 leaving behind him 1) Smt. Kamalibai Maruti Gondhali, 2) Shri Narayan Maruti Gondhali, 3) Smt. Janaki Kishan Patil, 4) Smt. Vasanti Kanha Manera, as his legal heirs accordance with the Hindu Succession Act, 1956 by which he was governed at the time of his death.

g) By virtue of succession 1) Smt. Kamalibai Maruti Gondhali, 2) Shri Narayan Maruti Gondhali, 3) Smt. Janaki Kishan Patil, 4) Smt. Vasanti Kanha Manera being the legal heirs of late Shri Maruti Vishnu Gondhali became the co-owners in respect of his undivided share in the said Twelfth Property.

h) Smt. Anjani Mahadev Bhagat died intestate leaving behind her 1) Smt. Suman Joma Shinge, 2) Smt. Prema Govind Manera, & 3) Smt. Nirmala Ekanath Patil as her legal heirs accordance with the Hindu Succession Act, 1956 by which she was governed at the time of her death.

i) In the aforesaid Circumstance, the said Twelfth Owner became the co-owners of the said Entire Property No.2.

j) The Tahsildar & ALT, Thane vide its order dated 03/05/2007 in application no. 32G/Kavesar-108/06 inter-alia determined the purchase price of the said Entire Property No.2 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 Entire Property No.2 vide mutation entry no. 2268.

k) The purchase price so determined by the Tahsildar & ALT, Thane came to be paid by said Twelfth 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 Twelfth Owners and encumbrance of purchase price of the original owner came to be deleted from other right's column of the said Entire Property No.2 vide mutation entry no.2279.

l) By Development Agreement dated 25/08/2006 (hereinafter referred to as '**the said Twenty First Agreement**') made and executed between said Twelfth Owner & others therein referred to as the said owner of the One Part and said Company therein referred to as the Developers of the Other Part. The said Twelfth Owner therein granted and entrusted development right in respect of the said Entire Property No.2 to and in favour of the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Twenty First Agreement is registered in the office of Sub-Registrar of Assurances, Thane-2 at under Sr. No. TNN2/6486/2006 on 25/08/2006.

m) Pursuant to the said Twenty First Agreement the said Twelfth owner & others therein executed Power of Attorney of even date (hereinafter referred to as '**the said Twenty First POA**') inter-alia appointed Director of the said Company as their constituted Attorney to do various acts, deeds, matters and things for and in respect of the said Entire Property No.2. The said Twenty First POA is registered in the office of Sub-Registrar of Assurances, Thane - 2 under Auth. no. 858 on 25/08/2006;

n) By and under a Deed of Confirmation dated 13/10/2006 (hereinafter referred to as '**the said Deed of Confirmation No.2**') made between the said Company therein referred to as the Developers of the One Part and Smt. Nirmala Ekanath Patil therein confirmed the execution of the said Twenty First Agreement and said Twenty First POA in respect of the said Entire Property No.2. The said Deed of Confirmation No.2 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/7556/2006 on 13/10/2006;

