

o) Pursuant to said Deed of Confirmation No.2 Smt. Nirmala Ekanath Patil executed Power of Attorney of even date (hereinafter referred to as "**the said Deed of Confirmation POA No.2**") inter-alia constituted partners of the said Company as their lawful attorney to do various acts, deeds, matters and things on their behalf for and in respect of development of the the said Entire Property No.2. The said Deed of Confirmation POA No.2 is registered in the office of Sub-Registrar of Assurances under Auth. No. 1042 on 13/10/2006;

p) By Agreement for Sale dated 28/12/2012 (hereinafter referred to as '**the said Twenty Second Agreement**') made and executed between said Twelfth Owner therein referred to as the Vendor of the First Part and the Roma therein referred to as the Purchaser of the Second Part and said Company therein referred to as the Confirming Party of the Third Part. The Vendors therein with the consent and knowledge of the Confirming Party therein agreed to sell, transfer and convey an area adm. 5360 sq.mtrs. out of the said Entire Property No.2 to and in favour of the Purchaser therein at or for consideration and upon the terms and conditions therein contained. The said Twenty Second Agreement is registered in the office of Sub-Registrar of Assurances, Thane-5 at under Sr. No. TNN5/2888/2013 on 02/04/2013.

q) Pursuant to the said Twenty Second Agreement the Confirming Party therein executed Power of Attorney of even date (hereinafter referred to as '**the said Twenty Second POA**') inter-alia Substituted power and authorities which they received from the said Twelfth owners by and under said Twenty First POA in favour of the Director of the said Roma to do various acts, deeds, matters and things for and in respect of an area adm. 5360 sq.mtrs. out of the said Entire Property No.2. The said Twenty Second POA is registered in the office of Sub-Registrar of Assurances, Thane - 5 on 25/08/2006;

r) By virtue of execution of said Twenty Second Agreement in favour of the Roma, the development right in respect of the said Twelfth Property remained with the said Company.



- 13) a) Shri Ambo Mahadu Bhoir was the owner inter-alia well and sufficiently entitled to the said Thirteenth Property.
- b) Shri Ambo Mahadu Bhoir died intestate since he had no wife, son or daughter hence, following persons succeeded the said Property 1) Shri Mukund Panglya Bhoir(nephew), 2) Shri Madan Panglya Bhoir(nephew) & 3) Shri Gajanan Shambu Bhoir(nephew).
- c) By virtue of succession, 1) Shri Mukund Panglya Bhoir, 2) Shri Madan Panglya Bhoir & 3) Shri Gajanan Shambu Bhoir became the owner inter-alia entitled to 1/3rd share each in the said Thirteenth Property.
- d) Shri Gajanan Shambhu Bhoir one of the co-owner of the said Thirteenth Property died intestate sometime in the year 1977 leaving behind 1) Smt. Bhimabai Gajanan Bhoir(wife) and 2) Shri Kamalakar Gajanan Bhoir (son) as his heirs and legal representative as per the provisions of Hindu Succession Act, 1956 by which he was governed at the time of his death.
- e) By virtue of succession 1) Smt. Bhimabai Gajanan Bhoir and 2) Shri Kamalakar Gajanan Bhoir became the co-owners in respect of 1/3rd undivided share of Shri Gajanan Shambhu Bhoir in the said Thirteenth Property.
- f) Shri Mukund Panglya Bhoir one of the co-owner of the said Thirteenth Property died intestate sometime in the year 1978-79 leaving behind him 1) Shri Govind Mukund Bhoir(son), 2) Shri Mahadev Mukund Bhoir(son), 3) Shri Keshav Mukund Bhoir(son), 4) Smt. Hirubai Dattu Joshi(daughter), 5) Smt. Ramabai Ramesh Patil(daughter), 6) Kumari Jijabai Mukund Bhoir(daughter), 7) Smt. Rutu Nazir Sayyed(predeceased married daughter) 7.1) Shri Alkesh Nazir Sayyed, 7.2) Shri Dhanesh Nazir Sayyed as his heirs and legal representative as per the provisions of Hindu Succession Act, 1956 by which he was governed at the time of his death.
- g) By virtue of succession 1) Shri Govind Mukund Bhoir, 2) Shri Mahadev Mukund Bhoir, 3) Shri Keshav Mukund Bhoir, 4) Smt. Hirubai Dattu Joshi, 5)



Smt. Ramabai Ramesh Patil, 6) Kumari Jijabai Mukund Bhoir, 7) Shri Alkesh Nazir Sayyed, 8) Shri Dhanesh Nazir Sayyed became the co-owners in respect of 1/3rd undivided share of Shri Mukund Panglya Bhoir in the said Thirteenth Property.

h) In the aforesaid circumstances, the said Thirteenth Owner became the co-owners to the extent of their undivided share in the said Thirteenth Property.

i) By Agreement for Sale dtd.28/10/2014 (hereinafter referred to as "**the said Twenty Third Agreement**") made and executed between the said Thirteenth Owners No.6, 8, 9 & others therein referred to as the Vendors and Shri Vrajlal Talkashi Gala (hereinafter referred to as "**the said V.T. Gala**") therein referred to as the Purchaser. The Vendor therein agreed to sell, transfer and convey their undivided share adm. area 26.66 sq.mtrs. out of the said Thirteenth Property to the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Twenty Third Agreement is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN2/8625/2014 on 28/10/2014.

j) Pursuant to the said Twenty Third Agreement the said Thirteenth Owner No.6, 8, 9 & others also executed registered Power of Attorney of even date (hereinafter referred to as "**the said Twenty Third POA**") in favour of the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share in the said Thirteenth Property. The said Twenty Third POA is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN2/8626/2014 on 28/10/2014.

k) By Agreement for Sale dtd.23/06/2014 (hereinafter referred to as "**the said Twenty Fourth Agreement**") made and executed between the said Thirteenth Owner No.10, 11 & others therein referred to as the Vendor and said V.T. Gala therein referred to as the Purchaser. The Vendor therein agreed to sell, transfer and convey their undivided share adm. area 93.33 sq.mtrs. out of the said Thirteenth Property to the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Twenty Fourth

Agreement is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/6318/2014 on 23/06/2014.

l) Pursuant to the said Twenty Fourth Agreement the said Thirteenth Owner No.10, 11 & others also executed registered Power of Attorney of even date (hereinafter referred to as **"the said Twenty Fourth POA"**) in favour of the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share in the said Thirteenth Property. The said Twenty Fourth POA is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/6319/2014 on 23/06/2014.

m) By Agreement for Sale dtd.02/06/2014 (hereinafter referred to as **"the said Twenty Fifth Agreement"**) made and executed between the said Thirteenth Owner No.1 & others therein referred to as the Vendors and said V.T. Gala herein referred to as the Purchaser. The Vendor therein agreed to sell, transfer and convey their undivided share adm. area 93.34 sq.mtrs. out of the said Thirteenth Property to the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Twenty Fifth Agreement is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/5616/2014 on 02/06/2014.

n) Pursuant to the said Twenty Fifth Agreement the said Thirteenth Owner No.1 & others also executed registered Power of Attorney of even date (hereinafter referred to as **"the said Twenty Fifth POA"**) in favour of the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share in the said Thirteenth Property. The said Twenty Fifth POA is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/5617/2014 on 02/06/2014.

o) By Agreement for Sale dtd.29/05/2014 (hereinafter referred to as **"the said Twenty Sixth Agreement"**) made and executed between the said Thirteenth Owner No.2, 3, 4 & others therein referred to as the Vendors and said V.T. Galat herein referred to as the Purchaser. The Vendor therein agreed to sell, transfer and convey their undivided share adm. area 40 sq.mtrs. out of the said Thirteenth



Property to the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Twenty Sixth Agreement is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/5447/2014 on 29/05/2014.

p) Pursuant to the said Twenty Sixth Agreement the said Thirteenth Owner No.2, 3, 4 & others also executed registered Power of Attorney of even date (hereinafter referred to as **"the said Twenty Sixth POA"**) in favour of the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share in the said Thirteenth Property. The said Twenty Sixth POA is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/5451/2014 on 29/05/2014.

q) by Deed of Conveyance dtd.09/03/2015 (hereinafter referred to as **"the said Second Deed of Conveyance"**) made and executed between the said Thirteenth Owners No.1 to 6, 8, 10, 11 & others therein referred to as the Vendors and the said V.T. Gala therein referred to as the Purchaser. The Vendor therein sold, transferred and conveyed their undivided share adm. area 253.34 sq.mtrs. out of the said Thirteenth Property to the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Second Deed of Conveyance is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/2386/2015 on 09/03/2015;

r) by Deed of Conveyance dtd.07/04/2015 (hereinafter referred to as **"the said Third Deed of Conveyance"**) made and executed between the said Thirteenth Owners No.7 & others therein referred to as the Vendors and the said V.T. Gala therein referred to as the Purchaser. The Vendor therein sold, transferred and conveyed their undivided share adm. area 13.33 sq.mtrs. out of the said Thirteenth Property to the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Third Deed of Conveyance is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/3696/2015 on 07/04/2015;



s) Pursuant to the said Third Deed of Conveyance the said Thirteenth Owners No.7 & others also executed registered Power of Attorney of even date (hereinafter referred to as **"the said Twenty Seventh POA"**) in favour of the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share in the said Thirteenth Property. The said Twenty Seventh POA is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/3698/2015 on 07/04/2015;

t) by Deed of Conveyance dtd.07/04/2015 (hereinafter referred to as **"the said Fourth Deed of Conveyance"**) made and executed between the said Thirteenth Owners No.9 & others therein referred to as the Vendors and the said V.T. Gala therein referred to as the Purchaser. The Vendor therein agreed to sell, transfer and convey their undivided share adm. area 13.33 sq.mtrs. out of the said Thirteenth Property to the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Fourth Deed of Conveyance is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/3699/2015 on 07/04/2015;

u) Pursuant to the said Fourth Deed of Conveyance the said Thirteenth Owners No.9 & others also executed registered Power of Attorney of even date (hereinafter referred to as **"the said Twenty Eight POA"**) in favour of the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share in the said Thirteenth Property. The said Twenty Eighth POA is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/3700/2015 on 07/04/2015;

v) By virtue of said Second to said Fourth Deed of Conveyance, said V.T.Gala became the owners of the said Thirteenth Property accordingly, his name came to be incorporated in record of rights of the said Thirteenth Property vide mutation entry no.3133, 3142 & 3143 duly certified on 06/05/2015.

w) by Agreement for Sale dtd.11/05/2015 (hereinafter referred to as **"the said Twenty Seventh Agreement"**) made and executed between the said V.T.Gala



therein referred to as the Vendor of one part and yourselves therein referred to as the Purchaser of other part. The Vendor therein agreed to sell, transfer and convey the said Thirteenth Property to the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Twenty Seventh Agreement is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/5276/2015 on 11/05/2015;

x) Pursuant to the said Twenty Seventh Agreement the said V.T.Gala also executed registered Power of Attorney of even date (hereinafter referred to as **"the said Twenty Ninth POA"**) in favour of the Purchaser therein to do various acts, deeds, matters and things in respect of the said Thirteenth Property. The said Twenty Ninth POA is duly registered in the office of Sub-Registrar Assurances, Thane2 on 11/05/2015;

- 14) a) Shri Ganpat Kondaji Patil had acquired the said Fourteenth Property hereunder written under the provisions of the BT&AL Act.
- b) The said Ganpat died intestate on 22/10/1970 leaving behind him 1) Smt. Barkubai (Wife), 2) Shri Dattaram (Son), 3) Shri Deviram (Son), 4) Smt. Yamunabai (Married Daughter) and 5) Kum. Shakuntala (Daughter) 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.
- c) Smt. Barkubai Ganpat Patil died intestate on 28/08/1980 leaving behind her 1) Shri Dattaram (Son), 2) Shri Deviram (Son), 3) Smt. Yamunabai (Married Daughter) and 4) Kum. Shakuntala (Daughter) as her legal heirs accordance with the provisions of the Hindu Succession Act, 1956 by which he was governed at the time of his death.
- d) Shri Deviram Ganpat Patil died intestate on 19/09/1998 leaving behind him 1) Smt. Premabai (Wife), 2) Kum. Mukesh (Son), 3) Kum. Mitesh (Son) and 5) Kum. Vicky (Son) as his only legal heirs accordance with the provisions of the Hindu Succession Act, 1956 by which he was governed at the time of his death.



e) In the aforesaid Circumstances, the said Fourteenth Owner became co-owners of the said Fourteenth Property.

s) The Tahsildar & ALT, Thane vide its order dated 17/12/2002 in application no. 32G/Kavesar-34/2002 inter-alia determined the purchase price of the said Fourteenth 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 Fourteenth Property vide mutation entry no. 931.

f) The purchase price so determined by the Tahsildar & ALT, Thane came to be paid by said Fourteenth owner inter-alia 32M Certificate dated 17/12/2002 under the provisions of the BT&AL Act came to be issued in favour of said Fourteenth Owner and encumbrance of purchase price of the original owner came to be deleted from other right's column of the said Fourteenth Property vide mutation entry no.2028.

g) By order bearing No. TDD/T6/KV/VP/SR-66/2003 dated 08/05/2003 passed by the Sub-Divisional Officer, Thane, the said Fourteenth Owner have been permitted to develop the said Fourteenth Property subject to the terms and conditions therein contained and accordingly restriction of section 43 is deleted/removed from 7/12 extract of the said Fourteenth Property vide mutation entry no. 2040

h) By Development Agreement dated 06/06/2003 (hereinafter referred to as '**the said Twenty Eighth Agreement**') made and executed between said Fourteenth Owner & Others therein referred to as the said owner and said Rajaram therein referred to as the Developers. The said Fourteenth Owner therein granted and entrusted development right of the said Fourteenth Property to and in favour of the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Twenty Eighth Agreement is registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN5/03554/2003 on 06-06-2003.

i) Pursuant to the said Twenty Eighth Agreement the owners therein executed Power of Attorney of even date (hereinafter referred to as "**the said Thirtieth**



POA”) inter-alia appointed partner of said Rajaram on their constituted Attorney to do various acts, deeds, matters and things for and in respect of said Fourteenth Property. The said Thirtieth POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 294 on 06/06/2003;

j) By an Order bearing No. ULC/TA/T.No.4/KAVESAR/SR-11 dated 21/02/2004, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, declared the said Fourteenth Owner to be surplus land holders to the extent of 4909.60 sq. mtrs. out of the said Fourteenth Property under the provisions of the Section 8(4) of the Ceiling Act subject to the terms and conditions therein contained.

k) By Order bearing No.ULC/TA/W.S.H.S.20/S.R.-1404 dated 23/02/2004, the Addl. Collector & Competent Authority, Thane Urban Agglomeration exempted surplus land out of the said Fourteenth Property under the provisions of the Section 20 (1)(a) of the Ceiling Act subject to the terms and conditions therein contained.

l) By Order No. ULC/TA/ATP/SEC.20/S.R.-1404 dated 11/03/2004, the Addl. Collector and Competent Authority has allowed the said Fourteenth Owner to amalgamate the plots mentioned in aforesaid order passed u/s. 20(1)(a) of the Ceiling Act subject to the terms & conditions therein contained.

m) By and under a Deed of Confirmation dated 12/01/2015 (hereinafter referred to as **‘the said Deed of Confirmation No.3’**) made between the said Company therein referred to as the Developers of the One Part and Shri. Nitesh Devram Patil & others therein referred to as the owners of the Second Part & the said Fourteenth Owners No.2 therein referred to as the confirming party of the Third Part, the Owners therein granted development rights for and in respect of the said Fourteenth Property to the Developers therein at or for the consideration and upon the terms and conditions therein contained. The said Deed of Confirmation No.3 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/414/2015 on 12/01/2015;



- n) Pursuant to said Deed of Confirmation No.3 Shri. Nitesh Devram patil & Others executed Power of Attorney of even date (hereinafter referred to as "**the said Deed of Confirmation POA No.3**") inter-alia constituted partners of the said Company as their lawful attorney to do various acts, deeds, matters and things for and in respect of development of the the said Fourteenth Property. The said Deed of Confirmation POA No.3 is registered in the office of Sub-Registrar of Assurances, Thane2 under Sr. No. TNN2/415/2015 on 12/01/2015;
- 15) a) The said Fifteenth Owner became entitled to the said Fifteenth Property hereunder written under the provisions of the BT&AL Act.
- b) The Tahsildar & ALT, Thane vide its order dated 25/09/2006 in application no. 32G/Kavesar-48/2006 inter-alia determined the purchase price of the said Fifteenth 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 Fifteenth Property vide mutation entry no 2228.
- c) The purchase price so determined by the Tahsildar & ALT, Thane came to be paid by said Fourteenth owner inter-alia 32M Certificate dated 19/10/20006 under the provisions of the BT&AL Act came to be issued in favour of said Fifteenth Owner and encumbrance of purchase price of the original owner came to be deleted from other right's column of the said Fifteenth Property vide mutation entry no.2231.
- b) By order bearing No. TDD/T6/KV/VP/SR-200/2006 dated 23/11/2006 passed by the Sub-Divisional Officer, Thane, the said Sixth Owners and have been permitted to develop the said Fifteenth Property subject to the terms and conditions therein contained and accordingly restriction of section 43 is deleted/removed from 7/12 extract of the said Fifteenth Property vide mutation entry no. 2236;
- e) 1) Shri Sadashiv Shankar Patil 2) Smt. Savitribai J. Patil and 3) Smt. Hirubai G. Patil by mutual consent of each other orally partitioned the said Fifteenth Property. As per the abovesaid oral partition 1) Shri Sadashiv Shankar Patil &



Ors. became entitled to portion admeasuring 1997.00 sq.mt. out of the said Fifteenth Property. 2) Smt. Savitribai J. Patil & Ors. became entitled to portion admeasuring 1651.00 sq.mt. out of the said Fifteenth Property and 3) Smt. Hirubai G. Patil & Ors. became entitled to portion admeasuring 1352.00 sq.mt. out of the said Fifteenth Property..

f) By Development Agreement dated 20/10/2006 (hereinafter referred to as the said **'Twenty Ninth Agreement'**) made and executed between said Fifteenth Owner No.1 to 5 and others therein referred to as the said owner and said Rajaram therein referred to as the Developers. The said Owners therein granted and entrusted development right in respect of portion admeasuring 1997.00 sq.mt. out of the said Fifteenth Property to and in favour of the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Twenty Ninth Agreement is registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN1/05164/2006 on 20/10/2006.

g) Pursuant to the said Twenty Ninth Agreement the said Fifteenth Owner No.1 to 5 & others therein executed Power of Attorney of even date (hereinafter referred to as **'the said Thirty First POA'**) inter-alia appointed partner of said Rajaram as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion admeasuring 1997.00 sq.mt. out of the said Fifteenth Property. The said Thirty First POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 635 on 20/10/2006;

h) By Development Agreement dated 20/10/2006 (hereinafter referred to as **'the said Thirtieth Agreement'**) made and executed between said Fifteenth Owner No.6 to 10 and others therein referred to as the said owner and said Rajaram therein referred to as the Developers. The said Owners therein granted and entrusted development right in respect of portion admeasuring 1651.00 sq.mt. out of the said Fifteenth Property to and in favour of the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Thirtieth Agreement is registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN1/05163/2006 on 20/10/2006.



- i) Pursuant to the said Thirtieth Agreement the said Fifteenth Owner No.6 to 10 and others therein executed Power of Attorney of even date (hereinafter referred to as the said **Thirty Second POA**) inter-alia appointed partner of said Rajaram as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion admeasuring 1651.00 sq.mt. out of the said Fifteenth Property. The said Thirty Second POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 636 on 20/10/2006;
- j) By Development Agreement dated 04/12/2006 (hereinafter referred to as the said **'Thirty First Agreement'**) made and executed between said Fifteenth Owner No.11 to 15 and others therein referred to as the said owner and said Rajaram therein referred to as the Developers. The said Owners therein granted and entrusted development right in respect of portion admeasuring 1352.00 sq.mt. out of the said Fifteenth Property to and in favour of the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Thirty First Agreement is registered in the office of Sub-Registrar of Assurances, at Sr. No. TNN1/05803/2006 on 04/12/2006.
- k) Pursuant to the said Thirty First Agreement the said Fifteenth Owner No.11 to 15 and others therein executed Power of Attorney of even date (hereinafter referred to as **'the said Thirty Third POA'**) inter-alia appointed partner of said Rajaram as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion admeasuring 1352.00 sq.mt. out of the said Fifteenth Property. The said Thirty Third POA is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 5804 on 04/12/2006;
16. a) By Sale Deed dtd.23/12/1944 Shri Gajanan Arjun Gharat and Shri. Gopal Kathodya Mhatre purchased and acquired the said Sixteenth Property from Shri. Manubhai Bhagwardas Sheth.
- b) By virtue of Sale Deed dtd.23/12/1944 Shri Gajanan Arjun Gharat and Shri. Gopal Kathodya Mhatre became the co-owners of the said Sixteenth Property inter-alia their name came to be incorporated in record of rights of the said Sixteenth Property vide Mutation Entry No.301.



c) Shri. Gopal Kathodya Mhatre died intestate on 21/06/1966 leaving behind him 1) Shri Rama Gopal Mhatre, 2) Shri Vishnu Gopal Mhatre, 3) Shri Dasharath Gopal Mhatre, 4) Smt. Ladkibai Anant Daki 5) Smt. Baibai Gopal Mhatre and 6) Smt. Laxmibai Bhaskar Patil as his legal heirs as per the provisions of Hindu Succession Act, 1956 by which he was governed at the time of his death.

d) Smt. Baibai Gopal Mhatre died intestate on 21/12/1984 leaving behind her 1) Shri Rama Gopal Mhatre, 2) Shri Vishnu Gopal Mhatre, 3) Shri Dasharath Gopal Mhatre, 4) Smt. Ladkibai Anant Daki and 5) Smt. Laxmibai Bhaskar Patil as her legal heirs as per the provisions of Hindu Succession Act, 1956 by which she was governed at the time of her death.

e) Smt. Ladkibai Anant Daki died intestate on 19/12/1996 leaving behind her 1) Shri. Kumar Anant Daki, 2) Shri. Dyaneshwar Anant Daki, 3) Shri. Nivrutti Anant Daki, 4) Chaya Anant Daki, 5) Smt. Rajani Tanaji Patil, 6) Smt. Nanda Suresh Dalvi and 7) Smt. Manda Shekhar Gondhali as her legal heirs as per the provisions of Hindu Succession Act, 1956 by which she was governed at the time of her death.

f) In the aforesaid circumstances the said Sixteenth Owners No.1 to 12 became entitled to half undivided share of late Gopal Kathodya Mhatre in the said Sixteenth Property.

g) Shri. Gajanan Arjun Gharat died intestate on 13/09/1998 leaving behind 1) Smt. Bhimabai Gajanan Gharat, 2) Shri. Chandrakant Gajanan Gharat 3) Shri. Vasant Gajanan Gharat 4) Shri. Kishor Gajanan Gharat, 5) Shri. Manoj Gajanan Gharat, 6) Smt. Janibai Bhaskar Vande, 7) Smt. Yamunabai Prakash Mhatre, 8) Smt. Meenabai Bharat Patil, 9) Smt. Sitabai Nirgun Patil and 10) Shri. Vasant Gajanan Gharat (since deceased) 10.1) Smt. Gulab Vasant Gharat and 10.2) Smt. Vijaya Sadanand Purnekar as his legal heirs as per the provisions of Hindu Succession Act, 1956 by which he was governed at the time of his death.

h) Shri. Chandrakant Gharat died intestate leaving behind him 1) Smt. Kamalabai Chandrakant Gharat, 2) Shri. Santosh Chandrakant Gharat, 3) Smt. Archana



Suresh Patil, 4) Shri. Sanjay Chandrakant Gharat, 5) Smt. Sumita Vijay Patil and 6) Smt. Karuna Ramchandra Thakur as his legal heirs as per the provisions of Hindu Succession Act, 1956 by which he was governed at the time of his death.

i) In the aforesaid circumstances the said Sixteenth Owners No. 13 to 27 became entitled to half undivided share of late Gajanan Arjun Gharat in the said Sixteenth Property.

j) By Deed of Partition dated 24/11/2005 (hereinafter referred to as the said **Partition Deed**) made and executed between 1) the said Sixteenth Owners No.1 and others and 2) the said Sixteenth Owners No.2 to 12 and others, 3) the said Sixteenth Owners No.13 to 21 and others and 4) the said Sixteenth Owners No.22 to 27. The parties therein by mutual consent of each other partitioned the said Sixteenth Property amongst themselves. The said Partition Deed is registered in the office of Sub-Registrar of Assurances, Thane under Sr. No. 7822/2005 on 24/11/2005.

k) As per the said Partition Deed 1) the said Sixteenth Owners No.1 and others became entitled to portion admeasuring 1332 sq.mt. out of the said Sixteenth Property, 2) the said Sixteenth Owners No.2 to 12 became entitled to portion admeasuring 2663 sq.mt. out of the said Sixteenth Property, 3) the said Sixteenth Owners No.13 to 21 became entitled to portion admeasuring 995 sq.mt. out of the said Sixteenth Property and 4) the said Sixteenth Owners No.22 to 27 became entitled to portion admeasuring 3000 sq.mt. out of the said Sixteenth Property.

l) By Development Agreement dated 24/11/2005 (hereinafter referred to as '**the said Thirty Second Agreement**') made and executed between said the said Sixteenth Owners No.13 to 21 & others therein referred to as the said owner and said Rajaram therein referred to as the Developers. The said Owners therein granted and entrusted development right in respect of portion admeasuring 995.00 sq.mt. out of the said Sixteenth Property to and in favour of the Developers therein at or for consideration and upon the terms and conditions therein contained. The said **Thirty Second Agreement** is registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN2/07394/2005 on 24/11/2005.

