

do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein.

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 an upon the terms and conditions contained therein.

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.

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 Bhimabai & 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 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.

14. By the said Second DOC executed by and between the said Bhimbai & others 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.

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 the said Promoter 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 the said Promoter 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 Ninth Deed') made and executed by and between the said Suraj therein

referred to as the Vendor of the one part and the said Promoter 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 Ninth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5886/2011.

19. By virtue of the said Ninth Deed, the said Promoter 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 Old Survey No.82 New Survey No.77 Hissa No.1 admeasuring 15130 sq. mtrs., situate lying and being at village Ovale, 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) Paravtibai 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 Ananta & others'). 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 said Ananta & others 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 said Ananta & others 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 Ananta & others 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 said Ananta & others 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 Nineth 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 Tenth Deed') executed by and between the said Ananta & others & 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 Tenth 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 the said Promoter 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 the said Promoter 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 the said Promoter 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 the said Promoter 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 Fourth Reserved 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 (hereinafter referred to as "the said Fifth Reserved Portion") out of the said Fourth Larger Property which is more particularly described Fifthly in the Seventh Schedule hereunder written which 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 said Promoter 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 First 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 758.68 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 Eleventh Deed') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and the said Promoter 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 Eleventh Deed, the said Promoter 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 the said Promoter 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, the Promoters herein 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 Fourth Reserved Portion as contained therein. The said Sixteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2691/2013.

25. The said Suraj died intestate on 07/10/2015 leaving behind him his widow Smt. Nayna Suraj Parmar, two son's Shri Akshit Suraj Parmar, Shri Abhishek Suraj Parmar and mother Smt. Phulwanti Ramesh Parmar as his only legal heirs and accordingly their names are recorded on the 7/12 extract in respect of remaining area admeasuring 1600 sq.mtrs. out of the said Fourth Larger Property.

26. One Lodha Estate Pvt. Ltd has filed a Special Civil Suit No. 698/2010 (hereinafter referred to as "the said ninth suit") against Smt. Jamunabai Manohar Kaware and others, Shri Suraj Ramesh Parmar, Shri Anil K. Bhutada, Shri. Parag Amarchand Baheti, M/s. Anant Enterprises and you for the declaration and Injunction in respect of properties mentioned therein which includes the said Fourth Larger Property and the said suit is pending before the Hon'ble Civil Judge Senior Division Thane. However, no adverse order in respect of the said Fourth Larger Property has been passed in the said ninth suit.

27. By a Deed of Conveyance dated 09/08/2021 registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.11006/2021, the legal heirs of said Suraj sold, transferred and conveyed all their respective right, title and interest in the portion admeasuring 1600 sq.mtrs. out of the said Fourth Larger Property to the the Promoters upon the terms and conditions therein contained.

28. Pursuant to the Deed of Conveyance dated 09/08/2021, the legal heirs of said Suraj also executed Power of Attorney in favour of the Promoters to do all acts, deeds, matter and things in respect of the portion admeasuring 1600 sq.mtrs. out of the said Fourth Larger Property.

29. By virtue of the Deed of Conveyance dated 09/08/2021, the Promoters became the owners of portion admeasuring 1600 sq.mtrs. out of the said Fourth Larger Property.

(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 Lila') and Smt. Yashoda Datta 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 Vithabai died intestate on 28/07/2003 leaving behind her said Maruti, the said Lila 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 Lila, the heirs of the said Maruti, and the heir of the said Yashoda (hereinafter referred to as 'the said Seventh Owners') 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 Seventh Owners 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 Lila 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 Twelfth Deed') executed by and between the said Lila & 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 the said Promoters 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 the said Promoters 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 Thirteenth Deed') executed by and between the said Suraj therein referred to as the Vendor of the First Part and the said Promoters 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 Thirteenth Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5884 of 2011;

20. A portion admeasuring 12.55 sq. meters out of the said Fifth Larger Property is reserved for 30 mtrs. D.P. Road (herein after referred to as "the said Sixth Reserved Portion") and more particularly described Secondly in the Eighth Schedule hereunder written as per the said Act for the said Corporation;

(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 1) SHRI BHARAT PUKHRAJ JAIN, 2) MISS. REKHA PUKHRAJ JAIN, 3) MISS. VANDANA PUKHRAJ JAIN & 4) MISS. JYOTSNA PUKHRAJ JAIN (hereinafter referred to as 'the said Jain's') 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 Smt. Vasantibai Pukhraj Jain (hereinafter referred to as 'the said Vasantibai') and the said Jain's 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 said Vasantibai and the said Jain's therein referred to as the Second Confirming Party of the Third part and the said Promoters 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 persons nominated by the said Promoters 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 9.26 sq. meters out of the said Sixth Larger Property is reserved for 30 mtrs. D.P. Road (hereinafter referred to as "the said Seventh Reserved Portion") and more particularly described in Secondly in the Ninth Schedule hereunder written as per the said Act for the said Corporation;

13. By a Declaration-Cum-Indemnity Bond dated: 04/02/2011 (hereinafter referred to as 'the said Third Declaration'), the said Promoters have handed over area aggregately admeasuring 4370.55 sq.mtrs. out of the said 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.945/2011.

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 the actual area acquired by the Corporation for the aforesaid D.P. Road is 4350 sq. mtrs., instead of 4370.55 sq. mtrs. i.e. area admeasuring 4325 sq. mtrs. out of the Fourth Larger Property (more particularly described Fifthly in Seventh Schedule hereunder written), area admeasuring 15 sq. mtrs. out of Fifth Larger Property (more particularly described Secondly in the Eighth Schedule hereunder written) and area admeasuring 10 sq. mtrs. out of the Sixth Larger Property (more particularly described Secondly in Ninth Schedule hereunder written) respectively as mentioned in the said Third Declaration and

i) the said Fourth Larger Property has been sub divided and the balance portion admeasuring 10805 sq. mtrs. (upon deducting the actual portion handed over to the Corporation has been renumbered as a) Survey No.77, Hissa No.1/1, admeasuring 9205 sq. mtrs. & b) Survey No.77, Hissa No.1/3, admeasuring 1600 sq. mtrs. and after deducting therefrom, the said Fourth Reserved Portion admeasuring 8118.84 sq.mtrs. as well as the said First Portion admeasuring 529.37 sq.mtrs., the balance area i.e. 2156.79 sq.mtrs. is hereinafter referred to as 'the said Seventh Property' and which is more particularly described Seventhly in the Seventh Schedule hereunder written.

ii) the Fifth Larger Property has been sub divided and the balance portion admeasuring 10915 sq.mtrs. (upon deducting the actual portion handed over to the Corporation) has been renumbered as Survey No.69, Hissa No.5/1 (hereinafter referred to as 'the said Eighth Property') and more particularly described Thirdly in the Eight Schedule hereunder written.

iii) the said Sixth Larger Property has been sub divided and the balance portion admeasuring 740 sq. mtrs. (upon deducting the actual portion handed over to the Corporation) has been renumbered as Survey No.69, Hissa No.1/1 (hereinafter referred to as 'the said Ninth Property') and more particularly described Thirdly in the Ninth Schedule hereunder written.

15. By a Deed of Conveyance dated 06/07/2012 (hereinafter referred to as "the said Fourteenth Deed") made and executed between the said Vasantibai and the said Jain's 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 the Promoters 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 Fourteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5333/2012.

16. One Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others through their Advocate have issued Legal Notice dated 18/11/2015 enclosing copy of legal Notice 20/10/2015 intimating that a Special Civil Suit No. 323/2005 (hereinafter referred to as "the said third suit") has been filed by them against Shri Bharat Pukharaj Jain and another for the Partition and separate Possession and declaration and perpetual Injunction, in respect of the various properties described in the Schedule of the plaint which includes the said Sixth Larger Property and in said notice, it is also mentioned that, the Hon'ble court was pleased to allow interim injunction application filed below Exhibit- 5 in Regular Civil Suit No. 323/2005 by interim order dated 23/08/2011 and thereby defendants therein and/or persons claiming through them are restrained from obstructing the possession of my clients as co-owners over the suit properties and also further restrained from creating third party interest in the suit properties till the decision of the said third suit and further, the said third suit is pending with the Hon'ble Civil Judge Senior Division Thane. The Order of Injunction was not in existence at the time of execution and registration of the registered Agreement for Sale of Development Rights dated 08/03/2010 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1994/2010. The said Promoters have also acquired right, title and interest in the said Sixth Larger Property along with Eleventh property as mentioned above by way of registered Agreement for Sale of Development Rights dated 08/03/2010 and same is executed prior to the interim Order passed on 23/08/2011 in the above mentioned civil suit. The Deed of Conveyance is already executed between the said Vasantibai and the said Jain's on dated 06/07/2012 (hereinafter referred to as "the said Fourteenth Deed") which is duly registered Sr. No. 5333/2012. You were not aware about the said third suit as well as Interim Order passed in the said third suit. Upon receipt of Legal Notice dated 18/11/2015 issued by advocate of Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others, the said Promoters have submitted application for incorporating them as a party in the said third suit as they have acquired substantial interest in the Sixth Larger Property along with eleventh property. The plaintiffs in the said third suit have also filed separate application for impleading you as party defendant in the said third suit. The Hon'ble Court was pleased to allow both the applications on 04/07/2016 simultaneously. The said Promoters after impleading themselves as a party defendant in the said third suit have submitted written statement as well as an separate application below Exhibit-246 for Modification of Injunction Order passed on 23/08/2011 in respect of the said sixth Property before the Hon'ble Civil Judge Sr.Div., Thane.

17. The said Company upon filing the written statement in said First Suit, became aware that the said Sixth Larger property is also incorporated in the schedule of suit properties in RCS No.323/2005. However, Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others had not disclosed the said facts in its aforementioned notices. Further, the Promoters came to know about another civil suit bearing Special Civil Suit

No.491 of 2005 which is now renumbered and converted in Regular Civil Suit No.1351 of 2012 and therein also necessary interim injunction order dated 07/09/2011 were passed and thereby Defendants therein were restrained from creating any third party interest and obstructing the possession of Shri BhavarlalChhaganlal Jain alias Mehta and 5 others till decision of the said civil suit (hereinafter referred to as "the said Second Suit") filed by Shri BhavarlalChhaganlal Jain alias Mehta and 5 others in respect of the Sixth Larger property along with other properties.

18. In order to ensure the clear and marketable title as well smooth development of the said Sixth Larger Property without any hurdles or objection, the Promoters approached Shri BhavarlalChhaganlal Jain alias Mehta and 5 others and requested them to surrender their alleged $\frac{1}{2}$ undivided right and/or interest in the said Sixth Larger Property as claimed by Shri BhavarlalChhaganlal Jain alias Mehta and 5 others in the said suit as well as to remove the said Sixth Larger Property along with other lands from the suit properties from the schedule of the suit properties mentioned in the said Special Suit.

19. Upon the request made by the Promoters, by a Deed of Confirmation dated 16/03/2018 (hereinafter referred to as "the said DOC dated 16/03/2018") made and executed between the Promoters therein referred to as the party of First Part and Shri BhavarlalChhaganlal Jain alias Mehta and 5 others therein referred to as the party of the Second Part, the party of the Second Part therein surrendered their $\frac{1}{2}$ alleged right and/or interest in the said Sixth Larger Property along with other properties at or for consideration and upon the terms and conditions therein contained. The said DOC dated 16/03/2018 is registered with the office of Sub-Registrar of Assurances under SR.No.3919/2018;

20. In pursuance of the said DOC dated 16/03/2018, Shri BhavarlalChhaganlal Jain alias Mehta and 5 others also executed Power of Attorney dated 16/03/2018 (hereinafter referred to as "the said POA dated 16/03/2018") in favour of the person nominated by the Promoters to do all acts, deeds, matter and things in respect of the said Sixth Larger Property along with other properties as therein contained. The said POA dated 16/03/2018 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3921/2018;

21. As agreed in the said DOC dated 16/03/2018, Shri BhavarlalChhaganlal Jain alias Mehta and 5 others have filed application dated 20/03/2018 for withdrawal and deletion of said Sixth Larger Property along with other properties as well as to delete the Defendant No.8 i.e. the Promoters from the said Special Suit and the Hon'ble Joint Civil Judge (S.D.), Thane vide its order dated 02/04/2018 has allowed the said application and accordingly the said Sixth Larger Property and another property as well as the name of Defendant No.8 therein i.e. the Promoters came to be deleted from the said Special Suit and accordingly, the remark of the said Special Suit recorded on the 7/12 extract of the said Sixth Larger Property and another property came to be deleted.

(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 Seventh Larger Property') and more particularly described Firstly 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 legal heirs of said Janabai") 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 legal heirs of said Janabai became entitled to the said Seventh Larger 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 legal heirs of said Janabai 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 Seventh Larger Property to the Purchasers therein and the Purchasers therein agreed to acquire from the Owners therein the said Seventh Larger 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 legal heirs of said Janabai 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 Seventh Larger 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 Seventh Larger 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 Seventh Larger Property as contained therein. The said Twenty Seventh POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.480.
8. In the aforesaid premises the said Cosmos is entitled to develop the said Seventh Larger Property.
9. By a Deed of Conveyance dated 26/03/2008 (hereinafter referred to as "the said Fifteenth Deed") made and executed between the legal heirs of said Janabai 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 and the said Cosmos therein referred to as the Second Confirming Party, the Owners therein with the consent and knowledge of the First and Second Confirming Party have sold, transferred and conveyed all their right, title and interest in the said Seventh Larger Property to the Purchaser therein and the Purchaser therein purchased the same from the Owners therein at and for consideration and upon the terms and conditions therein contained. The said Fifteenth Deed is registered with the office of Sub-Registrar of Assurances under Sr.No.2638/2008;
10. In the aforesaid premises the said Suraj became the owner of the said Seventh Larger Property.

11. By a Deed of Conveyance dated 13/07/2010 (hereinafter referred to as "the said Sixteenth Deed") made and executed between the said Suraj therein referred to as the Vendor/Owner of the one part and the said Hasmukh therein referred to as Purchaser of the other part, the Vendor/Owner therein sold, transferred and conveyed all his right, title and interest in the said Seventh Larger Property to the Purchaser therein and the Purchaser therein acquired the same from the Vendor/Owner therein at and for consideration and upon the terms and conditions therein contained. The said Sixteenth Deed is registered with the office of Sub-Registrar of Assurances, under Sr.No.7614/2010;

12. In the aforesaid premises the said Hasmukh became the owner of the said Seventh Larger Property and since then he is in possession of the said Seventh Larger Property.

13. One shri Manohar Balkrishna Bane has filed a Special Civil Suit No. 342/2008 (hereinafter referred to as "the said fourth suit") against M/s. Cosmos Builders, Poorvi Enterprises for the declaration and injunction and the said fourth suit is pending before the Hon'ble Civil Judge Senior Division Thane and subsequently by way of amendment Shri Hasmukh Satra, and you have been impleaded as party defendants in the said fourth suit and same is pending. However, no adverse order has been passed in the said fourth suit against the said Promoters.

14. By an Agreement for Sale dated 04/06/2014 (hereinafter referred to as "the said Nineteenth Agreement") made and executed between the said Hasmukh therein referred to as the Vendor of the one part and the said Promoters therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell, transfer and assign all his right, title and interest in the said Seventh Larger Property to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Nineteenth Agreement is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.4775/14;

15. Pursuant to the said Nineteenth Agreement, the said Hasmukh executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Eighth POA') in favour of the persons nominated by the said Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the said Seventh Larger Property as contained therein. The said Twenty Eighth POA is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.4776/2014;

16. A portion admeasuring 69.94 sq. meters out of the said Seventh Larger Property is reserved for 30 mtrs. D.P. Road (hereinafter referred to as "the said Eighth Reserved Portion") and more particularly described Secondly in the Tenth Schedule hereunder written as per the said Act for the said Corporation;

17. By a Deed of Conveyance dated 07/08/2019 (hereinafter referred to as 'the said Deed dated 07/08/2019') made and executed by and between the said Hasmukh therein referred to as the Vendor of the one part and the Promoters herein 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 portion admeasuring 1650.51 sq.mtrs. out of the said Seventh Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed 07/08/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.13374/2019.

18. By virtue of the said Deed 07/08/2019, the Promoters herein have become the owner of portion admeasuring 1650.51 sq.mtrs. out of the said Seventh Larger Property.

(K) 1. One Shri Punamchand Nathaji Jain (hereinafter referred to as "the said Punamchand") was the owner of inter alia seized and possessed of and well and