

sufficiently entitled to all those piece and parcels of land bearing Old Survey No.96 New Survey No.69 Hissa No.4 admeasuring 980 sq.mtrs., and Old Survey No.96 New Survey No.69 Hissa No.6 admeasuring 100 sq.mtrs., situate, lying and being at village Owale, Taluka & District Thane (hereinafter collectively referred to as "the said Eleventh Property") and more particularly described in the Eleventh Schedule hereunder written.

2. The said Punamchand died intestate somewhere in the year 1920-21 leaving behind him one son viz. Hajarimal Punamchand Jain (hereinafter referred to as "the said Hajarimal") as his only legal heirs in accordance with the law by which he was governed at the time of his death;

3. One Shri Govind Ganu Ture's name was wrongly recorded as tenant in respect of the land bearing Old Survey No.96 New Survey No.69 Hissa No.4 admeasuring 980 sq.mtrs. out of the Eleventh Property and Mutation Entry No.591 was recorded in respect thereof;

4. By order dated 06/02/1963 bearing No.82, passed by the Revenue Department, the name of Shri Govind Ganu Ture was deleted which was wrongly recorded as tenant in respect of the land bearing Old Survey No.96 New Survey No.69 Hissa No.4 admeasuring 980 sq.mtrs. out of the Eleventh Property and Mutation Entry No.1000 dated 03/09/1963 was recorded in respect thereof;

5. The said Hajarimal also died intestate somewhere in the year 1970-71 leaving behind him one son, the said Pukhraj as his only legal heirs in accordance with the law by which he was governed at the time of his death;

6. The said Pukharaj died intestate on 08/07/2003 leaving behind the said Vasantibai and the said Jain's as his heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

7. By an Agreement for Sale dated 26/02/2010 (hereinafter referred to as "the said Twentieth Agreement") made and executed between the said Vasantibai and the said Jain's therein referred to as the Vendors of the one part and the said Promoters therein referred to as the Purchasers of the other part, the Vendors therein agreed to sell, transfer and assign all their right, title and interest in the said Eleventh Property to the Purchasers therein and the Purchasers therein agreed to acquire the same from the Vendors therein at and for consideration and upon the terms and conditions therein contained. The said Twentieth Agreement is registered with the office of Sub-Registrar of Assurance under Sr.No.2061/2010;

8. Pursuant to the said Twentieth Agreement, the said Vasantibai and the said Jain's executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Nineth 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 development of the said Eleventh Property. The said Twenty Nineth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.222/2010;

9. 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 Regular Civil suit No. 323/2005 i.e. the said third suit has been filed by them against Shri Bharat Pukharaj Jain and anothers 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 Eleventh Property and in said notice, it is also mentioned that, the Hon'ble court was please to allow interim injunction application filed below Exhibit- 5 in Regular Civil Suit No. 323/2005 by interim injunction 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 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 Agreement for Sale dated 26/02/2010 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No. 2061/2010. The promoters have acquired right, title and interest in the said Eleventh property on 26/02/2010 by virtue of Twentieth Agreement which is duly registered at Sr.No.2061/2010 and same is executed prior to the interim Order passed on 23/08/2011 in the above mentioned civil suit. Upon receipt of Legal Notice dated 18/11/2015 issued by advocate of Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others, the promoters have submitted application for incorporating them as a party in the said third suit as they acquired substantial interest in the some of the suit properties involved in the said suit which includes the said 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. You 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 Eleventh Property.

10. The said Company upon filing the written statement in said First Suit, became aware that the said Eleventh Property are also incorporated in the schedule of suit properties in RCS No.323/2005. However, Shri BhavarlalChhaganlal 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 Eleventh Property along with other properties.

11. 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 Special Suit as well as to remove the said Eleventh Property alongwith other lands from the suit properties from the schedule of the suit properties mentioned in the said Special Suit.

12. 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 Eleventh Property alongwith 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;

13. 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 Eleventh Property alongwith other properties as therein contained. The said POA dated 16/03/2018 is registered with the office of Sub-Registrar of Assurances, under Sr.No.3921/2018;

14. As agreed in the said DOC dated 16/03/2018, Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others have filed application dated 20/03/2018 for withdrawal and deletion of said Eleventh Property alongwith 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 Eleventh Property and the name of Defendant No.8 i.e. the Promoters came to be deleted from the said Special Suit.

15. By a Deed of Conveyance dated 30/07/2019 (hereinafter referred to as 'the said Deed dated 30/07/2019') made and executed by and between the said Eighth Owners 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 their respective right, title, interest and share whatsoever in respect of the said Eleventh Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed 30/07/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.12862/2019.

16. By virtue of the said Deed 30/07/2019, the Promoters herein have become the owner of the said Eleventh Property.

(L) 1. The said Deepak is the owner of land bearing Old Survey No.79 New Survey No.78 Hissa No.1(A) admeasuring 4500 sq.mtrs. and Survey No.79 New Survey No.78 Hissa No.1(B) admeasuring 6170 sq.mtrs., situate lying and being at village Owale, Taluka and District Thane (hereinafter collectively referred to as 'the said Eighth larger property') and more particularly described Firstly in the Twelfth Schedule hereunder written.

2. By an Order bearing No. ULC/TA/TE-7/OWALE/SR-290 dated 26/06/2006, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, declared the said Deepak to be surplus land holders to the extent of 10803.50 sq. mtrs. out of his total holdings which includes the said Eighth larger property' to the extent of 1344 sq. mtrs. under the provisions of the Section 8(4) of the Urban Land (Ceiling & Regulations) Act, 1976 (hereinafter referred to as "the Ceiling Act") subject to the terms and conditions therein contained.

3. By Order bearing No.ULC/TA/ATP/W.S.H.S.20/S.R.-1645 dated 31/07/2006, the Addl. Collector & Competent Authority, Thane Urban Agglomeration exempted surplus land out of the said Eighth larger property' under the provisions of the Section 20 of the Ceiling Act subject to the terms and conditions therein contained.

4. By and under Agreement for Sale dated 08/05/2009 (hereinafter referred to as "the said Twenty First Agreement") made and executed between the said Deepak 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 Eighth larger property' to the extent of 9,039.84 sq. mtrs. (hereinafter referred to as 'the said First Land') and more particularly described Secondly in the Twelfth Schedule hereunder written to the Purchaser therein and the Purchaser therein agreed to purchase the same at and for consideration and upon the terms and conditions therein contained. The said Twenty First Agreement is registered with the office of Sub-Registrar of Assurances under Sr.No.2181/2009;

5. Pursuant to the said Twenty First Agreement, the said Fifth Owner has executed Power of Attorney dated 08/05/2009 (hereinafter referred to as "the said Thirtieth POA") in favour of the person nominated by the said Promoters to do all acts, deeds, matters and things in respect of the said First land. The said Thirtieth POA is registered with the office of Sub-Registrar of Assurances under Sr.No.101/2009;

6. A portion admeasuring 1382.58 sq. mtrs. forming part of the said First Land (hereinafter referred to as the said Ninth Reserved Portion") and more particularly described Thirdly in the Twelfth Schedule hereunder written is reserved for school purpose as per the Development Plans in force and under the provisions of the said Act for the said Corporation.

7. By an Agreement for Sale dated 05/04/2013 (hereinafter referred to as "the said Twenty Second Agreement"), executed between the said Promoters therein referred to as the Vendor of the one part and the said Seven Eleven therein referred to as the Purchaser of the other part, the Vendors therein agreed to sell and transfer to the Purchaser therein and the Purchaser therein agreed to purchase the same from the Vendors therein all their right, title and interest in the said Ninth Reserved Portion at and for consideration and upon the terms and conditions therein contained. The said Twenty Second Agreement is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.2696/2013 on 09/04/2013;

8. Pursuant to the said Twenty Second Agreement, the Promoters have executed Power of Attorney dated 05/04/2013 (hereinafter referred to as "the said Thirty First POA") in favour of the person nominated by the said Seven Eleven to do all acts, deeds, matters and things in respect of the said Third Portion. The said Thirty First POA is registered with the office of Sub-Registrar of Assurances under Sr.No.2697/2013 on 09/04/2013;

9. A portion admeasuring 6215.77 sq. meters out of the said First Land, is reserved for 30 mtrs. & 40 mtrs. D.P. Road (hereinafter referred to as "the said Tenth Reserved Portion") and more particularly described Fourthly in the Twelfth Schedule hereunder written as per the said Act for the said Corporation;

10. The said Deepak has filed appeal bearing No.320/2013 before the Hon'ble Resident Deputy Collector, Thane in respect of land bearing Old Survey No.79/1(P) and New Survey No.78/1A admeasuring 4500 sq.mtrs. out of the said Eighth Larger Property against the order passed by the Sub-Divisional Officer, Thane in RTS Appeal No. 259/2012 dated 03/06/2013. The Hon'ble Deputy Collector (Appeal), Thane vide its order dated 25/07/2014 has allowed the RTS Appeal bearing No.320/2013 filed by the said Deepak and thereby the order passed by the Sub-Divisional Officer, Thane in RTS Appeal No. 259/2012 dated 03/06/2013 has been set aside. However, Being aggrieved and dissatisfied with said order Shri Janardan Bama Kini & others have filed RTS/ Revision/Application No.80/2015 before the Hon'ble Additional Commissioner Konkan Division Mumbai and after hearing all the parties the said RTS/ Revision/Application No. 80/2015 was dismissed on 20/02/2016 by the Hon'ble Additional Commissioner Konkan Division Mumbai thereafter being aggrieved and dissatisfied with the said Order dated 02/02/2016, Shri Janardan Bama Kini & others have filed RTS appeal (hereinafter referred to as "the said first appeal") before the Hon'ble Revenue Minister Maharashtra State and same is pending. However, no adverse order has been passed in the said proceedings.

11. The said Deepak has filed appeal bearing No. 321/2013 before the Hon'ble Resident Deputy Collector, Thane in respect of land bearing Old Survey No.79/1(P) and New Survey No.78/1B admeasuring 2700 sq.mtrs. out of area admeasuring 6170 sq.mtrs. out of the said Eighth Larger Property against the order passed by the Sub-Divisional Officer, Thane in RTS Appeal No. 260/2012 dated 03/06/2013. The Hon'ble Deputy Collector (Appeal), Thane vide its order dated 25/07/2014 has allowed the Appeal filed by the said Deepak and thereby the order passed by the Sub-Divisional Officer, Thane in RTS Appeal No. 260/2012 dated 03/06/2013 has been set aside.

12. One Shri Namdev Govind Patil, Shri Manik Govind Patil and Shri Damodar Govind Patil filed a Special Civil Suit No.386/2011 (hereinafter referred to as "the said fifth suit") against Shri Pandurang Govind Patil and against the said Deepak

and the Promoters for the relief of declaration and injunction in respect of Survey No.79 New Survey No.78 Hissa No.1(B) admeasuring 6170 sq.mtrs., situate lying and being at village Owale, Taluka and District Thane and the said fifth suit is pending before the Hon'ble Civil Judge Senior Division, Thane. However, no adverse order has been passed in the said fifth suit.

13. One Bhavanishankar Rao has filed a Regular Civil Suit No.1119/2012 before the Hon'ble Civil Judge (J.D.) (hereinafter referred to as "the said sixth suit") against Mr. Namdeo Patil and another and the Plaintiff, by way of amendment, impleaded the Promoters as a Party Defendant in the said sixth suit. The said sixth suit is pending.

14. One Smt. Jyoti Pandurang Patil alias Jyoti Anil Patil has filed a Revision Application bearing No.103/2019 against the said Deepak and others for filing objection to the issuance of Sale Permission granted by the Sub-Divisional Officer, Thane Division, Thane bearing No.TD/6/KUV/V.P./S.R.V13/2004 dated 25/06/2004 (hereinafter referred to as 'the said Sale Permission') for sale of the said Eight Larger Property in favour of the said Deepak (hereinafter referred to as 'the said Revision Application'). The said Revision Application is rejected by the Hon'ble Maharashtra Revenue Tribunal Mumbai on 16/10/2019.

(M) 1. One Smt. Kashibai Shingya (hereinafter referred to as "the said Kashibai" was the owner of the property being all that piece and parcel of land bearing Old Survey No.79 New Survey No.78 Hissa No.3A area admeasuring 1010 sq.mtrs., situate, lying and being at village Owale, Taluka & District Thane (hereinafter referred to as "the said Ninth Larger Property") and more particularly described Firstly in the Thirteenth Schedule hereunder written;

2. The said Kashibai died intestate in or about 1960 leaving behind her only daughter Mrs. Kachrubai Raghunath Patil (herein after referred to as "the said Kachrubai" as her only legal heir in accordance with the provisions of Hindu Successions Act, by which she was governed at the time of her death;

3. The said Kachrubai died intestate somewhere in the year 1988-89 leaving behind her two married daughters 1. Manda Kashintah Chaudhari (hereinafter referred to as "the said Manda") and Kundabai Ashok Patil (hereinafter referred to as "the said Kunda") as her only legal heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death;

4. In the aforesaid premises the said Manda and the said Kunda became entitled to the Ninth Larger Property.

5. By an Agreement for Sale dated 22/12/2005 (hereinafter referred to as "the said Twenty Third Agreement"), executed by and between Miss Ketki Deepak Dedhia (hereinafter referred to as "the said Ketki") therein referred to as the Purchaser of the One Part and the said Manda, the said Kunda and 3 others therein referred to as the Vendors of the Other Part, the Vendors therein agreed to sell to the Purchaser therein and the Purchaser therein agreed to purchase from the Vendors therein their undivided share, right, title and interest in the said Ninth Larger Property at and for consideration and upon the terms and conditions therein contained. The said Twenty Third Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 8215/2005;

6. Pursuant to the said Twenty Third Agreement, the said Manda, the said Kunda and 3 others have executed Power of Attorney of even dated (hereinafter referred to as "the said Thirty Second POA") in favour of the said Ketki to enable her to do all acts, deeds, matters and things for and in respect of the said Ninth Larger

Property as contained therein. The said Thirty Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.707/2005;

7. By Order bearing No. ULC/TA/TE-7/Ovale/SR-287 dated 25/10/2005 passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane u/s.8(4) of the ULC ACT, the said Ninth Larger Property was declared as retainable in the hands of the said Manda and the said Kunda.

8. By a Sale Deed dated 16/02/2006 (hereinafter referred to as "the said Deed dated 16/02/2006"), executed between the said Ketki therein referred to said Purchaser of the One Part and the said Manda, the Kunda and 3 other therein referred to as the Vendors of the other part, the Vendor therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Vendors therein all their right, title and interest in the said Ninth Larger Property at and for consideration and upon the terms and conditions therein contained.

9. The said Deed dated 16/02/2006 had remained to be registered within the stipulated period and hence, the parties thereto executed a Deed of Confirmation dated 27/10/2007 and the same alongwith the said Deed dated 16/02/2006 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7947/2007 on 31/10/2007 (the said Deed dated 16/02/2006 & the Deed of Confirmation dated 27/10/2007 are hereinafter collectively referred to as "the said Seventh Deed");

10. In the aforesaid premises the said Ketki became the owner of the said Ninth Larger Property;

11. By a Development Agreement dated 04/03/2008 (hereinafter referred to as "the said Twenty Fourth Agreement"), executed between the said Ketki therein referred to as the Owner of the First Part and the said Cosmos therein referred to as the Developers of the other part, the Owner therein granted to the Developers therein and the Developers therein acquired from the Owner therein the development rights for and in respect of the said Ninth Larger Property at and for consideration and upon the terms and conditions therein contained. The said Twenty Fourth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1989/2008;

12. Pursuant to the said Twenty Fourth Agreement, the said Ketki executed a Power of Attorney of even date (hereinafter referred to as "the said Thirty 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 said Ninth Larger Property as contained therein. The said Thirty Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.315;

13. A portion admeasuring 883.90 sq. meters out of the said Ninth Larger Property, is reserved for 40 mtrs. D.P. Road (hereinafter referred to as "the said Eleventh Reserved Portion") and more particularly described Secondly in the Thirteenth Schedule hereunder written as per the said Act for the said Corporation;

(N) 1. The said Kashinath was cultivating the property being the land bearing Old Survey No.82 New Survey NO.77 Hissa No.2 admeasuring 710 sq.mtrs. and Old Survey No.82 New Survey No.77 Hissa No.3 admeasuring 450 sq.mtrs., situate, lying and being at village Ovala, Taluka & District Thane (hereinafter collectively referred to as "the said Fourteenth Property") and more particularly described in the Fourteenth Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as the said Tenancy Act");

2. The said Kashinath died intestate in or about 1990 leaving behind him the said Jamnabai, the said Bhagibai, the said Parvatibai the said Ratan, the said Janardan, the said Anant, the said Ashok and the said Manohar as his only legal heirs in

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

3. The said Manohar died intestate in or about 1991 leaving behind him the legal heirs of said Manohar 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;

4. In the aforesaid premises the said Jamnabai, the said Ratan, the said Janardan, the said Ananta, the said Ashok and the legal heirs of said Manohar became entitled to the said Fourteenth Property;

5. By a Development Agreement dated 16/04/1999 (hereinafter referred to as "the said Twenty Fifth Agreement"), executed between the said Anil & Parag therein referred to as the Developers of the One Part and the said Ratan alongwith Smt. Shantibai Ratan Kavare, Shri Digambar Ratan Kavare, Smt. Babita Shivaji Patil, Smt. Sulochana Janardan Patil, Smt. Pramila Bhaskar Mhatre (hereinafter referred to as "Smt. Shantibai & others"), the said Janardan and his heirs, the said Ananta and his heirs, the said Ashok and his heirs, the said heirs of the said Manohar and the said Jamnabai therein collectively referred to as the Owners of the Other Part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of the said Fourteenth Property at and for consideration and for and upon the terms and conditions therein contained. The said Twenty Fifth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2724/1999;

6. Pursuant to the said Twenty Fifth Agreement, the said Ratan, the said Smt. Shantibai & others, the said Janardan and his heirs, the said Ananta and his heirs, the said Ashok and his heirs, the said heirs of the said Manohar and the said Jamnabai executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Fourth POA") in favour the said Anil and Parag to enable them to do all acts, deeds, matters and things for and in respect of the Fourteenth Property as contained therein. The said Thirty Fourth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.833;

7. By virtue of the said Partition Deed, the said Fourteenth Property came to the share of the said Ratan. The said Partition Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2726;

8. In the aforesaid premises the said Ratan became entitled to the said Fourteenth Property;

9. By a Development Agreement dated 23/05/2008 (hereinafter referred to as "the said Twenty Sixth Agreement") executed by and between the said Ratan alongwith the said Shantabai & others therein referred to as the Owners of the First Part, the said Cosmos therein referred to as Developers of the Second Part and the said Anil and Parag therein referred to as the Confirming Party of the Third Part, the Owners therein, with the knowledge and consent of Confirming Party therein, agreed to grant to the Developers therein the development rights for and in respect of the said Fourteenth Property at and or for the consideration and for and upon the terms and conditions therein contained. The said Twenty Sixth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.4595/2008 on 03/06/2008.

10. Pursuant to the said Twenty Sixth Agreement, the said Ratan alongwith the said Shantabai & others executed Power of Attorney dated 03/06/2008 (hereinafter referred to as "the said Thirty Fifth POA") in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the said Fourteenth property as contained therein. The said Thirty Fifth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.617.

11. By Order bearing No.TD/TE.6/KUV/VP/SR-456/2009 dated 05/01/2010 passed by the Sub-Divisional Officer, Thane granted development permission in respect of land bearing S. No.77, Hissa No.3 out of the said Fourteenth property subject to the terms and conditions contained therein.

12. By Order bearing No.TD/TE.6/KUV/VP/SR-26/2010 dated 22/03/2010 passed by the Sub-Divisional Officer, Thane granted development permission in respect of land bearing S. No.77, Hissa No.2 out of the said Fourteenth property subject to the terms and conditions contained therein.

13. The said Ratan expired on 21/09/2015 leaving behind him one son Shri Digambar Ratan Kavre and three married daughters Smt. Sulochana Janardan Patil, Smt. Pramila Bhaskar Mhatre and Smt. Babita Shivaji Patil (hereinafter referred to as "the said Eleventh Owner") as his only legal heirs and accordingly became co-owners of the said Fourteenth Property;

(O) 1. Shri Mahadu Gopal Ture (hereinafter referred to as "the said Mahadu"), 2) Shri Shankar Gopal Ture (hereinafter referred to as "the said Shankar") were the owners of the property being land bearing Old Survey No.79 New Survey No.78/4 admeasuring 2190 sq.mtrs., situate, lying and being at village Owale, Taluka and District Thane (hereinafter referred to as "the said Tenth Larger Property") and more particularly described Firstly in the Fifteenth Schedule hereunder written;

2. The said Mahadu died in or about 1960 leaving behind him Shri Heinder Mahadu Ture (hereinafter referred to as "the said Heinder") as his only legal heir in accordance with the law by which he was governed at the time of his death.

3. The said Heinder died in or about 1971 leaving behind him his widow Smt. Thamubai Heinder Ture, one son Shri Navnath Heinder Ture and five married daughters viz. Smt. Shakuntala Valkya Singe, Smt. Gauribai Parshuram Patil, Smt. Kantibai Gajanan Bhoir, Smt. Gulabbai Balkrishna Thakur and Smt. Laxmibai Chandrakant Mukadam (hereinafter referred to as "the legal heirs of said Heinder") 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.

4. The said Shankar died on 07/06/1994 leaving behind him his last will and testament dated 30/05/1994 (hereinafter referred to as "the said Will") whereby he bequeathed his 1/2 undivided share in the said Fifteenth property to 1.Smt. Rukhmini Krishna Patil, 2.Shri Suresh Krishna Ture, 3.Shri Rajan Krishna Ture, 4.Smt. Anuradha Keshav Mhatre (hereinafter referred to as "Smt. Rukhmini & 3 others") and Shri Vishwas Ture alias Shri Ramchandra Krishna Ture (hereinafter referred to as "the said Vishwas").

5. The said Vishwas died intestate on 18/08/2005 and was unmarried at the time of his death, thereby leaving behind him only his mother viz. Smt. Yesubai Krishna Ture (hereinafter referred to as "the said Yesubai") as only legal heir in accordance with the law by which he was governed at the time of his death.

6. In the aforesaid premises the legal heirs of Heinder and the said Yesubai alongwith the Smt. Rukhmini & 3 others (hereinafter collectively referred to as "the said Ture's") became the co-owners of the said Tenth Larger Property;

7. By a Development Agreement dated 23/10/2007 (hereinafter referred to as "the said Twenty Seventh Agreement") executed by and between the legal heirs of said Heinder from the said Ture's therein referred to as the owners of the One Part and the said Cosmos therein referred to as the Developers of the Other Part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of their 1/2 undivided share in the said Tenth Larger Property at and for consideration and for and

upon the terms and conditions therein contained. The said Twenty Seventh Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.7700/2007.

8. Pursuant to the said Twenty Seventh Agreement, the Owners therein executed a Power of Attorney dated 23/10/2007 (hereinafter referred to as "the said Thirty Sixth POA") in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matter and things in respect of the said Tenth Larger Property as contained therein. The said Thirty Sixth POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.7701/2007.

9. By a Development Agreement dated 03/01/2008 (hereinafter referred to as "the said Twenty Eighth Agreement") made and executed between the said Rukhmini & others, the said Yesubai from the said Ture's alongwith Shri Krishna Shankar Ture therein referred to as Owners of the one part and the said Cosmos herein therein referred to as the Developers of the other part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of their 1/2 undivided share in the said Tenth Larger Property at and for consideration and for and upon the terms and conditions contained therein. The said Twenty Eighth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.119/2008;

10. Pursuant to the said Agreement dated 03/01/2008, the Owners therein executed a Power of Attorney of even date (hereinafter referred to as "the said Thirty Seventh POA ") in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the said Tenth Larger Property as contained therein. The said Thirty Seventh POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.17;

11. By an Agreement for Sale dated 30/04/2010 (hereinafter referred to as "the said Twenty Ninth Agreement") made and executed between the said Cosmos therein referred to as the Vendor of the first part, the said Ketki therein referred to as the First Confirming Party of the second part, the said Shantibai & others therein referred to as the Second Confirming Party, the said Ture's therein referred to as the Third Confirming Party of the Fourth Part and the said Promoter therein referred to as Purchaser of the Fifth Part, the said Cosmos, with the consent and knowledge of the respective said First to Third Confirming Party therein, agreed to sell, convey, transfer and assign the irrevocable development rights for and in respect of the said Ninth Larger Property, Fourteenth and Tenth Larger Property to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Twenty Ninth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3784/2010;

12. Pursuant to the said Twenty Ninth Agreement, the Vendor therein executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Eighth POA") in favour of the person nominated by the Purchaser therein to do all acts, deeds, matter and things in respect of the said Ninth Larger Property, Fourteenth and the said Tenth Larger Property as contained therein. The said Thirty Eighth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3785/2010;

13. In the aforesaid premises the said Promoter are entitled to develop the said Ninth Larger Property, Fourteenth and the said Tenth Larger Property;

14. A portion admeasuring 701.77 sq. meters out of the said Tenth Larger Property, is reserved for 40 mtrs. D.P. Road (hereinafter referred to as "the said Twelfth Reserved Portion") and more particularly described in the Secondly in the Fifteenth Schedule hereunder written as per the said Act for the said Corporation;

15. one Shri Damodar Vaman Gharat has filed Special Civil Suit No.88/2015 (hereinafter referred to as "the said seventh suit") against Shri Krishna Shankar Ture and 35 others, M/s. New Shree Swami Samarth Boriwade Housing company Pvt. Ltd. and M/s. Vijay Grihnirman Pvt. Ltd., M/s. Vijay Group Association, M/s. Cosmos Builders and the Promoters for the declaration, Injunction, Cancellation, Partition and Separate Possession and the said seventh suit is pending with the Hon'ble Civil Judge Senior Division Thane. No adverse order has been passed in the said seventh suit.

16. By a Deed of Conveyance dated 30/07/2019 (hereinafter referred to as 'the said Deed dated 30/07/2019') made and executed by and between the said Ketki therein referred to as the said First Vendor, Shri Digambar Ratan kavare& others therein referred to as the Second Vendor, the said Twelfth Owners therein referred to as the Third Vendors of the first part, the said Anil and Parag therein referred to as the First Confirming Party and the said Cosmos therein referred to as the Second Confirming Party and the Promoters herein therein referred to as the Purchaser of the other part, the First Vendor, the said Second Vendors, the said Third Vendors with the consent and knowledge of the said First and Second Confirming Party therein sold, transferred, conveyed and assigned all their respective right, title, interest and share whatsoever in respect of the portion admeasuring 130 sq.mtrs. out of the said Ninth Larger Property, the said Fourteenth Property and portion admeasuring 1480 sq.mtrs. out of the said Tenth Larger Property respectively in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed 30/07/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.12860/2019.

17. By virtue of the said Deed 30/07/2019, the Promoters herein have become the owner of portion admeasuring 130 sq.mtrs. out of the said Ninth Larger Property, the said Fourteenth Property and portion admeasuring 1480 sq.mtrs. out of the said Tenth Larger Property respectively.

(P) 1. One Shri Shankar Ganu Patil (hereinafter referred to as 'the said Shankar') was the owner of and as such inter-alia seized and possessed and/or otherwise well and sufficiently entitled to all that piece or parcel of land bearing Old Survey No.79, New Survey No.78, Hissa No.3B, admeasuring 1040 sq. mtrs., situate, lying and being at Village Owale, Tal. & Dist. Thane (hereinafter referred to as 'the said Eleventh Larger Property') and more particularly described Firstly in the Sixteenth Schedule hereunder written.

2. The said Shankar expired on 20/07/1968 and his wife Smt. Mathurabai Shankar Patil expired on 20/02/1992 leaving behind them one son, Shri Ramchandra Shankar Patil (hereinafter referred to as "the said Ramchandra") and five daughters, Smt. Mankibai Waman Bhoir (hereinafter referred to as "the said Mankibai"), Smt. Kusum Vinayak Patil (hereinafter referred to as "the said Kusum"), Smt. Janki Damodar Patil (hereinafter referred to as "the said Janki"), Smt. Thamibai Heinder Ture (hereinafter referred to as "the said Thamibai") and Smt. Ratnibai Namdeo Thakur (hereinafter referred to as "the said Ratnibai") as their only legal heirs in accordance with the provisions of Hindu Succession Act, by which they were governed at the time to their death;

3. The said Ramchandra expired on 21/07/1983 leaving behind two sons, Shri Ganesh Ramchandra Patil (hereinafter referred to as "the said Ganesh") and Shri Dattatray Ramchandra Patil, two daughters, Smt. Anusaya Keshav Mhatre and Smt. Bhimabai Arun Patil (save and except the said Ganesh, hereinafter collectively referred to as 'said Dattatray & others') as his only legal heirs in accordance with the provisions

of Hindu Succession Act by which he was governed at the time of his death and accordingly they became the co-owners of his 1/6th undivided share in the said Eleventh Larger Property;

4. The said Mankibai expired on 27/07/1986 leaving behind her two sons, Shri Mahadev Waman Bhoir (hereinafter referred to as "the said Mahadev") and Shri Sadanand Waman Bhoir (hereinafter referred to as "the said Sadanand") as her only legal heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death and accordingly they became the co-owners of her undivided share in the said Eleventh Larger Property.

5. Shri Mahadev expired on 17/05/1987 leaving behind him his widow, Smt. Jaywanti Mahadev Bhoir, two sons, Shri Kiran Mahadev Bhoir, Shri Sachin Mahadev Bhoir and one daughter, Smt. Sangeeta Kashinath Patil (hereinafter collectively referred to as "the legal heir of said Mahadev") as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death and accordingly they became the co-owners of his undivided share in the said Eleventh Larger Property.

6. The said Ganesh expired on 02/01/2004 leaving behind him his widow, Smt. Kamlabai Ganesh Patil and three daughters, Smt. Kavita Rajesh Nagalkar, Smt. Sushma Datta Patil and Smt. Rajni Sainath Patil and one son Shri Rakesh Ganesh Patil (hereinafter referred to as "the legal heirs of said Ganesh") as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death and accordingly they became the co-owners of his undivided share in the said Eleventh Larger Property;

7. The said Kusum expired somewhere in the year 2007 leaving behind her two sons, Shri Subhash Vinayak Patil, Shri Rajan Vinayak Patil since deceased, his heirs Smt. Sandhya Rajan Patil, Mr. Himanshu Rajan Patil and Miss Akansha Rajan Patil and one daughter Smt. Ashwini Ashok Patil (hereinafter collectively referred to as "the legal heirs of said Kusum") as her only legal heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death and accordingly they became the co-owners of her undivided share in the said Eleventh Larger Property.

8. In the aforesaid premises, the said Janaki, the said Thamibai, the said Ratnibai, the said Dattatray and others, the heirs of the said Ganesh, the said Sadanand, the heirs of the said Mahadev and the heirs of the said Kusum (hereinafter referred to as "the said Janaki & others") became the joint owners of the said Eleventh Larger Property.

9. By a Deed of Conveyance dated 17/07/2010 (hereinafter referred to as "the said Eighteenth Deed"), executed between the said Hasmukh therein referred to as first party of the one part and the said Ratnibai, the said Dattatray & others (except Bhimabai alias Geetanjali Arun Patil) therein collectively referred to as the second party of the other part, the second party therein sold, transferred and conveyed all their undivided share, right, title and interest in the said Eleventh Larger Property to the extent of 260 sq. mtrs. to the first party therein at and for consideration and upon the terms and conditions therein contained. The said Eighteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 7815/2010.

10. By a Deed of Conveyance dated 26/07/2010 (hereinafter referred to as "the said Nineteenth Deed"), executed between the said Hasmukh herein therein referred to as first party of the one part and the said Thamibai, the said Bhimabai and the legal heirs of said Ganesh therein collectively referred to as the second party of the other part, the second party therein sold, transferred and conveyed all their undivided share, right, title and interest in the said Eleventh Larger Property to the extent of 260 sq. mtrs. to the first party therein at and for consideration and upon the terms and

conditions therein contained. The said Nineteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 8107/2010.

11. By a Deed of Conveyance dated 30/10/2010 (hereinafter referred to as "the said Twentieth Deed"), executed between the said Hasmukh therein referred to as first party of the one part and the said Jankibai, the said Sadanand, the legal heirs of said Mahadev and the legal heirs of said Kusum, therein collectively referred to as the second party of the other part, the second party therein sold, transferred and conveyed all their undivided share, right, title and interest in the said Eleventh Larger Property to the extent of 520 sq. mtrs. to the first party therein at and for consideration and upon the terms and conditions therein contained. The said Twentieth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 11370/2010 on 01/11/2010.

12. By virtue of the said Tenth to Twelfth Deed, the said Hasmukh became the owner of the said Eleventh Larger Property.

13. By the said Nineteenth Agreement, the said Hasmukh agreed to sell, transfer and assign all his right, title and interest in the said Eleventh Larger Property alongwith the other properties mentioned therein to the Promoters being the Purchasers therein at and for consideration and upon the terms and conditions therein contained.

14. Pursuant to the said Nineteenth Agreement, the said Hasmukh executed the said Twenty Eighth POA in favour of the persons nominated by you in order to enable them to do all acts, deeds, matters and things for and in respect of the said Eleventh Larger Property as contained therein.

15. A portion admeasuring 15.19 sq. meters out of the said Eleventh Larger Property, is reserved for 30 mtrs. D.P. Road and a portion admeasuring 2.81 sq. meters out of the said Eleventh Larger Property, is reserved for 40 mtrs. D.P. Road (hereinafter collectively referred to as "the said Thirteenth Reserved Portion") and more particularly described Secondly in the Sixteenth Schedule hereunder written as per the said Act for the said Corporation;

16. By a 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 said Promoters 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 1020 sq.mtrs. out of the said Eleventh Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned.

17. By virtue of the said Deed 07/08/2019, the said Promoters have become the owner of portion admeasuring 1020 sq.mtrs. out of the said Eleventh Larger Property.

(Q) 1. One Shri Pandurang Govrya Bhoir (hereinafter referred to as "the said Pandurang") was cultivating the property being land bearing Old Survey No.99 New Survey No.75 Hissa No.2 admeasuring area 1800 sq.mtrs. (hereinafter referred to as "the said Plot No.1") and land bearing Old Survey no.107 New Survey No.72 Hissa No.4 admeasuring area 10900 sq.mtrs. (hereinafter referred to as "the said Plot No.2") situate lying and being at village Owale, Taluka and District Thane and more particularly described firstly and secondly in the Seventeenth Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Tenancy Act.

2. The said Pandurang died intestate somewhere in the year 1953 leaving behind him his widow viz.Smt. Anusaya Pandurang Bhoir, two sons Shri Pandharinath Pandurang Bhoir (hereinafter referred to as "the said Pandharinath"), Shri

Harishchandra Pandurang and one daughter Smt. Shalubai Kisan Mhatre (nee Shalubai Pandurang Bhoir) (hereinafter referred to as "the legal heirs of said Pandurang") as his only legal heirs in accordance with the Law by which he was governed at the time of his death.

3. By a Development Agreement dated 17/12/2004 (hereinafter referred to as "the said Thirtieth Agreement") made and executed between the legal heirs of said Pandurang therein referred to as the Vendors of the one part and M/s. Lodha Estate Pvt. Ltd. (hereinafter referred to as "the said Lodha") therein referred to as the Developers of the other part, the Vendors therein granted to the Developers therein and the Developers therein acquired from the Vendors therein the development rights for and in respect of the said Plot No.1 along with the other properties at and for consideration and upon the terms and conditions therein contained. The said Thirtieth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.9181/2004 on 22/12/2004;

4. Pursuant to the said Thirtieth Agreement, the Vendors therein executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Ninth POA") in favour of the person nominated by the Developers therein to do all acts, deeds, matter and thing in respect of the said Plot No.1 as contained therein. The said Thirty Ninth POA dated 17/12/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.954 on 22/12/2004;

5. By a Development Agreement dated 11/03/2005 (hereinafter referred to as "the said Thirty First Agreement") made and executed between the legal heirs of said Pandurang therein referred to as the Vendors of the one part and the said Lodha therein referred to as the Developers of the other part, the Vendors therein granted to the Developers therein and the Developers therein acquired from the Vendors therein the development rights for and in respect of the said Plot No.2 along with the other properties at and for consideration and upon the terms and conditions therein contained. The said Thirty First Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2085/2005;

6. Pursuant to the said Thirty First Agreement, the Vendors therein executed Power of Attorney of even date (hereinafter referred to as "the said Fortieth POA") in favour of the person nominated by the Developers therein to do all acts, deeds, matter and thing in respect of the said Plot No.2. The said Fortieth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.256;

7. One of the legal heir of Pandurang i.e. Shri Pandharinath Pandurang Bhoir expired on 17/12/2006 leaving behind him his widow Smt. Neerabai Pandharinath Bhoir and three sons Shri Jaywant Pandharinath Bhoir, Shri Ananta Pandharinath Bhoir and Shri Sandeep Pandharinath Bhoir (hereinafter referred to as "the legal heirs of said Pandharinath") as his legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

8. In the aforesaid premises Smt. Anusaya Pandurang Bhoir, Shri Harishchandra Pandurang, Smt. Shalubai Kisan Mhatre (nee Shalubai Pandurang Bhoir) and the legal heirs of Pandharinath became the co-owners of the said Plot No.1 & 2 and are hereinafter collectively referred to as "the said Anusaya & others").

9. By a Agreement for Sale dated 09/12/2010 (hereinafter referred to as "the said Thirty Second Agreement") made and executed between the said Promoter therein referred to as the Purchaser of the one part and the said the said Anusaya & others along with others therein also referred to as the Owners of the other part, the Owners therein agreed to sell, transfer and assign all their right, title, interest in respect of the said Plot No.1 & 2 to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Thirty Second Agreement is

registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.13800/2010;

10. Pursuant to the said Thirty Second Agreement, the Owners therein executed Power of Attorney of even date (hereinafter referred to as "the said Forty First POA") in favour of the person nominated by the said Promoter to do all acts, deeds, matter and things in respect of the said Plot No.1 & 2 as contained therein. The said Forty First POA is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.751/2010;

11. By a Deed of Assignment dated 27/12/2010 (hereinafter referred to as "the said Seventh DOA") made and executed between the said Lodha therein referred to as Assignors of the one part and the said Promoter therein referred to as the Assignees of the other part, the Assignors therein agreed to entrust to the Assignees therein and the Assignees therein agreed to acquire from the Assignors therein the development rights acquired by them under the said Thirtieth and Thirty First Agreement in respect of the said Plot No.1 & 2 and other properties at and for consideration and upon the terms and conditions therein contained. The said Seventh DOA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.536/2010 on 14/01/2011.

12. Pursuant to the said Seventh DOA, the Assignors therein have executed Substituted Power of Attorney of even date (hereinafter referred to as "the said Forty Second POA") in favour of the person nominated by the Assignees therein to do all acts, deeds, matter and things in respect of the said Plot No.1 & 2 & other properties as contained therein. The said Forty Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.39/11 on 14/01/2011;

13. The Order bearing No.TD/TE-6/KUV/VP/SR-17/2011 dated 25/05/2011 passed by the Sub-Divisional Officer, Thane, in accordance with the provisions of section 43(1) of the Tenancy Act, the said Anusaya & others have been permitted to develop the said Plot No.1 & 2 subject to the terms and conditions contained therein.

14. By and under Deed of Assignment dated 07/12/2015 (hereinafter referred to as 'the said Eighth DOA'), made and executed between the said Promoter therein referred to as the Assignors of the one part and M/s. Sai Pushpa Enterprises (hereinafter referred to as "the said Sai Pushpa") of the other part, the Assignors therein agreed to entrust the development rights for and in respect of the portion admeasuring 1766.78 sq. mtrs. is reserved for Amenity space and a portion admeasuring 687.02 sq. mtrs. forming part of the west side of the said Plot No.2 aggregating to 2453.80 sq. mtrs., together with the benefit of utilization and consumption of proportionate sanctioned FSI in respect thereof on the said portions at and for consideration and upon the terms and condition therein contained. The said Eighth DOA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.8549/2015.

15. In pursuance of the said Eighth DOA, the said Assignors therein executed Substituted Power of Attorney dated 07/12/2005 (hereinafter referred to as "the said Forty Third POA") in favour of the person nominated by the Assignees therein to do all acts, deeds, matter and things in respect of the portion admeasuring 2453.80 sq. mtrs. as contained therein. The said Forty Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.8550/2015.

16. A portion admeasuring 591.19 sq. meters out of the said Plot No.1 is reserved for 40 mtrs. D.P. Road and a portion admeasuring 1372.82 and 2005.36 sq. mtrs. out of the said Plot No.2 is reserved for 30 mtrs. and 40 mtrs. D.P. Road respectively (hereinafter referred to as "the said Fourteenth Reserved Portion") and more particularly described Thirdly in the Seventeenth Schedule hereunder written as per the said Act for the said Corporation;

17. One Lodha Estate Pvt. Ltd has filed a Special Civil Suit No.699/2010 (hereinafter referred to as "the said eighth suit") against Smt. Anusayabai Pandurang Bhoir and others, Shri Suraj Ramesh Parmar, M/s. Ketki Developers, M/s. Cosmos Builders and the said Promoter for the declaration and Injunction in respect of the said Plot No.1 and the said eighth suit is pending before the Hon'ble Civil Judge Senior Division Thane.

(R) 1. One Shri Rama Dadu Kasar (hereinafter referred to as "the said Rama") was the owner of the property bearing Old Survey No.99 New Survey No.75 Hissa No.1 admeasuring 2050 sq.mtrs., situate, lying and being at village Owale, Taluka & District Thane (hereinafter referred to as "the said Twelfth Larger Property") and more particularly described Firstly in the Eighteenth Schedule hereunder written.

2. The said Rama died intestate on 11/01/1958 leaving behind him three sons viz. 1.Shri Ganpat Rama Kasar (hereinafter referred to as "the said Ganpat"), 2.Shri Jagannath Rama Kasar (hereinafter referred to as "the said Jagannath") and 3.Shri Narayan Rama Kasar (hereinafter referred to as "the said Narayan") as his heirs in accordance with the law by which he was governed at the time of his death;

3. The said Jagannath died intestate on 30/08/1975 leaving behind him his widow Smt. Laxmibai Jagannath Kasar (hereinafter referred to as "the said Laxmibai") as his legal heir in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

4. The said Ganpat died intestate on 20/03/1974 and his wife Smt. Manglibai Ganpat Kasar died intestate on 18/03/1985, leaving behind them their grand childrens i.e. pre-deceased married daughter Smt. Kashibai Motiram Bhoir's children, Shri Janardan Motiram Bhoir (hereinafter referred to as "the said Janardan"), Shri Ashok Motiram Bhoir, Shri Digambar Motiram Bhoir and Smt. Lata Navnath Ture as his heirs in accordance with the provisions of the Hindu Succession Act by which they were governed at the time of their death;

5. The said Janardan expired somewhere in the year 1989 leaving behind his widow Smt. Changunabai Janardan Bhoir, three daughters viz. Mrs. Savita alia Sangita Jagannath Mhatre, Mrs. Sarita Balkrishna Patil, Miss Sujata Janardan Bhoir and one son Mr. Sunil Janardan Bhoir (hereinafter referred to as "the heirs of Janardan") as his only heirs in accordance with the Hindu Succession Act by which he was governed at the time of his death;

6. Shri Narayan died intestate on 30/10/1983 leaving behind him his widow Smt. Venubai Narayan Kasar (hereinafter referred to as "the said Venubai") and one son Shri Pandurang Narayan Kasar (hereinafter referred to as "the said Pandurang") as his heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

7. In the aforesaid premises Shri Ashok Motiram Bhoir, Shri Digambar Motiram Bhoir, Smt. Lata Navnath Ture, the said Laxmibai, the heirs of Janardan, the said Venubai and the said Pandurang became the co-owners of the said Twelfth Larger Property;

8. By a Development Agreement dated 19/05/1995 (hereinafter referred to as "the said Thirty Third Agreement") made and executed between 1.Shri Dhiraj P. Dedhia and the said Deepak being partners of the said Poorvi therein referred to as the Developers of the one part and legal heirs of the said Janardan, Shri Ashok Motiram Bhoir, Shri Digambar Motiram Bhoir, Smt. Lata Navnath Ture, the said Laxmibai, the said Venubai and the said Pandurang therein collectively referred to as the Owners of the other part, the owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Twelfth Larger Property, at or for the consideration and upon the terms and

conditions therein contained. The said Thirty Third Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.4576/1995;

9. Pursuant to the said Thirty Third Agreement, the Owners therein executed an even dated Power of Attorney (hereinafter referred to as 'the said Forty Fourth POA') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Twelfth Larger Property as contained therein.

10. The said Venubai died intestate on 18/02/2003 leaving behind her only son i.e. the said Pandurang as her heir in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death.

11. The said Pandurang died intestate on 11/03/2007 leaving behind him his widow Smt. Barkibai Pandurang Kasar, five sons Shri Subhash Pandurang Kasar, Shri Machindra Pandurang Kasar, Shri Goraknath Pandurang Kasar, Shri Bholanath Pandurang Kasar, Shri Gurunath Pandurang Kasar and one daughter Mrs. Shashikala Ramdas Patil (hereinafter referred to as "the said heirs of Pandurang") as his heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

12. By a Deed of Assignment of Development Rights dated 27/04/2007 (hereinafter referred to as "the said Ninth DOA"), made and executed between the said Poorvi therein referred to as the Assignor of the First Part and the said Cosmos therein referred to as Assignee of the Second Part, the Assignor therein assigned the development rights alongwith the benefit and advantages of the said Thirty Third Agreement in respect of the said Twelfth Larger Property to the Assignee and the Assignee agreed to acquire the same from the Assignor at and for consideration and upon the terms and conditions therein contained. The said Ninth DOA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3336/2007;

13. Pursuant to the said Ninth DOA, the Assignor therein executed Power of Attorney dated 27/04/2007 (hereinafter referred to as "the said Forty Fifth POA") in favour of the person nominated by the Assignee therein to do all acts, deeds matter and things in respect of the said Twelfth Larger Property as contained therein. The said Forty Fifth POA is registered with the office Sub-Registrar of Assurances at Thane under Sr.No.480/2007;

14. In the aforesaid premises the said Cosmos is entitled to develop the said Twelfth Larger Property.

15. Shri Digambar Motiram Bhoir died intestate on 27/03/2010 leaving behind him his widow viz. Smt. Sulochana Digambar Bhoir and two sons Shri Sandesh Digambar Bhoir and Shri Pranay Digambar Bhoir (hereinafter referred to as "the heirs of said Digambar") in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

16. The Shri Ashok Motiram Bhoir, Smt. Lata Navnath Ture, the heirs of Janardan and the said heirs of Pandurang and the said heirs of said Digambar are hereinafter collectively referred to as "the said Ashok & others";

17. By a Deed of Confirmation dated 06/07/2010 (hereinafter referred to as "the said Seventh DOC") made between the said Cosmos therein referred to as Party of the First Part of the First Part, the heirs of the said Pandurang from the said Ashok & others therein referred to as Party of the Second Part of the second part and the said Poorvi therein referred to as the Party of the Third Part of the third part, the Party of the Second Part confirmed the Thirty Third Agreement and the said Forty Fourth POA alongwith the said Eighth DOA and the said Forty Fourth POA executed in respect of the said Twelfth Larger Property upon the terms and conditions therein contained. The