

*Mrs. Darshani S. Punekar*

B.A.L.L.B.

Advocate High Court

RPAD/UCP/HAND DELIVERY

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**TITLE CERTIFICATE**

TO WHOMSOEVER IT MAY CONCERN:

At the instance of M/s. Unnathi Estates, a partnership firm registered under the provisions of Indian Partnership Act, 1932 (hereinafter referred to as the 'said Unnathi') having its office at Plot No.1, Mohan Mill Compound, Next to Audi Thane, Ghodbunder Road, Thane (W) - 400607, I have investigated the title of :-

**D** M/s. Unnathi Estates a Partnership firm through its partners 1. Rajan Narayan Bandelkar, 2. Shri. Shyamal Vijay Mody, 3. Shri. Kushal K. Shah, having its office at Plot No.1, Mohan Mill Compound, Next to Audi Thane Showroom, Ghodbunder Road, Thane (W) - 400607 (hereinafter referred to as 'the First Owners/ Unnathi /Promoters ') to

A) the property being all that piece or parcel of land bearing Survey No.244, Hissa No.13, admeasuring 1300 sq. mtrs., situate, lying and being at village Kavesar, Taluka and District Thane and more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said First Property');

B) the property being all that piece or parcel of land bearing Survey No. 244 Hissa No.14/2 admeasuring 1500 sq. mtrs., situate at village Kavesar, Taluka & Dist. Thane and more particularly described in the Second Schedule hereunder written (hereinafter referred to as 'the said Second Property');

C) the property being all that piece or parcel of land bearing Survey No.250 Hissa No.2/A admeasuring 1500 sq.mtrs. lying and being at village Kavesar, Taluka and District Thane and more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as 'the said Fourth Property');

D) the property being all that piece or parcel of land bearing Survey No.250 Hissa No. 3 admeasuring 1540 sq.mtrs. lying and being at village Kavesar, Taluka and District Thane and more particularly described in the Fifth Schedule hereunder written (hereinafter referred to as 'the said Fifth Property');

F) the property being all that piece or parcel of land bearing Survey No.251 Hissa No. 5A admeasuring 230 sq.mtrs. lying and being at village Kavesar, Taluka and District Thane and more particularly described in the Sixth Schedule hereunder written (hereinafter referred to as 'the said Sixth Property');

G) the property being all that piece or parcel of land bearing Survey No.244 Hissa No.16(P) admeasuring 70 sq.mtrs. lying and being at village Kavesar, Taluka and District Thane and more particularly described in the Seventh Schedule hereunder written (hereinafter referred to as 'the said Seventh Property');



II) The Thane Municipal Corporation (hereinafter referred to as the said Second Owner/Corporation) to -

(i) the property being all that piece or parcel of land bearing Survey No.250 Hissa No.1/A admeasuring 2110 sq. mtrs. situate lying and being at village Kavesar, Taluka and District Thane and more particularly described in the Third Schedule hereunder written (hereinafter referred to as 'the said Third Property');

(ii) the property being all that piece or parcel of land bearing Survey No.242 Hissa No. 1/1A(P) admeasuring 95 sq.mtrs. lying and being at village Kavesar, Taluka and District Thane and more particularly described in the Eighth Schedule hereunder written (hereinafter referred to as 'the said Eighth Property');

III. On perusal of the above it appears that :

A) I) Shri. Waman alias Ziprya Joma Tanki (hereinafter referred to as "the said Waman") during his lifetime acquired the property bearing Survey No.244, Hissa No.13, admeasuring 1300 sq. mtrs., situate, lying and being at village Kavesar, Taluka and District Thane and more particularly described in the First Schedule hereunder written under the provisions of the Tenancy Act.

ii) by and under Agreement for Development dated 29/04/1988 (hereinafter referred to as "the Agreement dated 29/04/1988") made and executed between M/s. Viroop Estates & Investment Pvt. Ltd. (hereinafter referred to as 'the said Viroop') therein referred to as the Developers of the One Part and the said Waman & others therein referred to as the Owners of the other part, the Owners therein granted the development rights for and in respect of the said First property alongwith other properties to the Developers therein at and for the consideration and upon the terms and conditions therein contained. The said Agreement dated 29/04/1988 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3158/88.

iii) by a Deed of Cancellation dated 19/05/2004, made and executed by and between the said Viroop therein referred to as the Developers of the First Part, M/s. Shree Sai Enterprises (hereinafter referred to as 'the said Sai') therein referred to as the Confirming Party of the Second Part and the said Waman therein referred to as the Owner of the Third, Part, the parties thereto mutually cancelled the said Agreement dated 29/04/1988 at or for the consideration and upon the terms and conditions therein mentioned.

iv) by and under Agreement for Development dated 19/05/2004 (hereinafter referred to as "the Agreement dated 19/05/2004") made and executed between said Sai therein referred to as the Developers of the One Part and the said Waman for self and as a Karta and manager of HUF, therein referred to as the Owners of the other part, the Owners therein granted the development rights for and in respect of the said First property alongwith other properties to the Developers therein at and for the consideration and upon the terms and conditions therein contained. The said Agreement dated 19/05/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3757/2004.

v) pursuant to the said Agreement dated 19/05/2004, the Owners therein also executed a Power of Attorney dated 19/05/2004 (hereinafter referred to as 'the POA dated 19/05/2004'), in favour of the persons nominated by the Developers therein in order to enable them to carry out all acts, deeds, matters and things mentioned therein in respect of the said First property described therein. The POA dated 19/05/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.398/2004.



vi) the said Waman died intestate on 05/07/2004 leaving behind him his three sons 1) Shri. Ananta Waman Tanki, 2) Shri. Ganesh Waman Tanki, 3) Shri. Dattatray Waman Tanki and two daughters 4) Smt. Kalibai Yashwant Patil, (hereinafter referred to as 'the legal heirs of the said Waman') and 5) Smt. Manglibai (hereinafter referred to as 'the said Manglibai') 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.

vii) by and under Agreement for Development dated 22/07/2004 (hereinafter referred to as "the Agreement dated 22/07/2004") made and executed between said Sai therein referred to as the Assignors of the First Part and the said Waman, therein referred to as the Confirming Party of the Second part and said Unnathi therein referred to as the Assignees of the Third Part, the Assignors therein, with the consent and knowledge of the Confirming Party therein, assigned and entrusted the development rights for and in respect of the said First property alongwith other properties together with the benefits and advantages of the said Agreement dated 19/05/2004 in respect of the said First Property in favour of the Assignees therein at and for the consideration and upon the terms and conditions therein contained. The said Agreement dated 22/07/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5547/2004 on 30/07/2004.

viii) pursuant to the said Agreement dated 22/07/2004, the Assignors therein also executed a Substituted Power of Attorney dated 30/07/2004 (hereinafter referred to as 'the Substituted Power of Attorney dated 30/07/2004'), in favour of the persons nominated by the Assignees therein in order to enable them to carry out all acts, deeds, matters and things mentioned therein in respect of the said First property described therein. The Substituted Power of Attorney dated 30/07/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.589/2004 on 30/07/2004.

ix) by and under a Deed of Confirmation dated 02/05/2005 (hereinafter referred to as "the said Deed of Confirmation dated 02/05/2005") made and entered into between the said Sai therein referred to as the Developers of One Part and the said legal heirs of the said Waman, said Manglibai and Smt. Rohini Dattatray Tanki and 5 others therein referred to as the Owners of the other Part, the Owners therein confirmed the said Agreement dated 19/05/2004 and granted the development rights in respect of their respective 1/5th undivided share i.e. an area admeasuring 780 sq. mtrs. in the aggregate, in favour of the said Sai at and for the consideration and upon the terms and conditions therein mentioned. The said Deed of Confirmation dated 02/05/2005 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3692/05.

x) in pursuance to the said Deed of Confirmation dated 02/05/2005, Shri. Dattatray Waman Tanki and Smt. Kalibai Yashwant Patil, Smt. Mangalibai and Smt. Rohini Dattatray Tanki and 5 others executed even dated Power of Attorney (hereinafter referred to as "the said POA dated 02/05/2005") in favour of the persons nominated by the said Sai in order to enable them to carry out all acts, deeds, matters and things in respect of their respective undivided share, right, title and interest in the said First property as contained therein. The said POA dated 02/05/2005 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.463/05.

xi) by and under another Deed of Confirmation dated 09/05/2005 (hereinafter referred to as "the said Deed of Confirmation dated 09/05/2005") made and entered between the said Sai therein referred to as the Developers of One Part and Shri. Ananta Waman Tanki and Smt. Mankubai Ananta Tanki and 14 others therein referred to as the Owners of the other Part, the Owners therein confirmed the said Agreement dated 19/05/2004 and granted the development rights in respect of their 1/5th undivided share, right and interest held by the Owners therein in the said First property i.e. an area admeasuring 260 sq. mtrs. upon the terms and conditions therein mentioned. The said



Deed of Confirmation dated 09/05/2005 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3916/05.

xii) in pursuance to the said Deed of Confirmation dated 09/05/2005, the Owners therein also executed an even date Power of Attorney (hereinafter referred to as "the said POA dated 09/05/2005") in favour of the persons nominated by the said Sai in order to enable them to carry out all acts, deeds, matters and things in respect of their undivided share, right, title and interest in the said First property. The said POA dated 09/05/2005 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.490/05.

xiii) the said Mangalibai died intestate on 19/01/2009 leaving behind her four sons 1) Shri. Krishna Balaram Shinge, 2) Shri. Mahendra Balaram Shinge, 3) Shri. Ganesh Balaram Shinge, 4) Shri. Prakash Balaram Shinge and two daughters 5) Smt. Indubai Shivdas Gondhale alias Partil 6) Smt. Archana Anil Keni as her only legal heirs (hereinafter referred to as the legal heirs of the said Mangalibai) in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

xiv) by and under a Deed of Confirmation dated 25/03/2010 (hereinafter referred to as "the said Deed of Confirmation dated 25/03/2010") made and entered between the said Sai therein referred to as the First Party of One Part and the said Umnathi therein referred to as the Second Party of the other Part, the First Party therein confirmed all the agreements, power of attorney, Deed of Confirmations and other related documents executed in respect of the said First Property upon the terms and conditions therein mentioned. The said Deed of Confirmation dated 25/03/2010 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3866/10.

xv) in pursuance of the said Deed of Confirmation dated 25/03/2010, the said Sai also executed an even date Power of Attorney (hereinafter referred to as "the said POA dated 25/03/2010") in favour of the persons nominated by the said Umnathi in order to enable them to carry out all acts, deeds, matters and things in respect of the said First property. The said POA dated 25/03/2010 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.246/10.

xvi) by and under a Deed of Confirmation dated 29/02/2012 (hereinafter referred to as "the said Deed of Confirmation dated 29/02/2012") made and entered between the said Umnathi therein referred to as the Purchasers of One Part and the legal heirs of the said Mangalibai alongwith Smt. Vasudha Krishna Shinge and 10 others therein referred to as the Owners of the other Part, the Owners therein confirmed all the agreements, power of attorney, Deed of Confirmations and other related documents executed in respect of the said First Property upon the terms and conditions therein mentioned. The said Deed of Confirmation dated 29/02/2012 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1978/12.

xvii) in pursuance of the said Deed of Confirmation dated 29/02/2012, the Owners therein also executed an even date Power of Attorney (hereinafter referred to as "the said POA dated 29/02/2012") in favour of the persons nominated by the said Umnathi therein in order to enable them to carry out all acts, deeds, matters and things in respect of the said First property. The said POA dated 29/02/2012 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.95/12.

xviii) by an Agreement for Sale dated 15/02/2014 (hereinafter referred to as "the said Sale Agreement dated 15/02/2014") made and executed between the said Umnathi therein referred to as the Purchaser of the One Part and Shri. Ganesh Waman Tanki alongwith Smt. Bebibai Ganesh Tanki and 3 others, therein referred to as the Vendors of the Other part, the Vendors therein agreed to sell, transfer, convey and assure all their collective right, title, interest and 1/5th share in the said First property in favour of the said Umnathi therein at and for the consideration and upon the terms and

conditions therein contained. The said Sale Agreement dated 15/02/2014 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1417/2014.

xix) pursuant to the said Sale Agreement dated 15/02/2014, the Vendors therein also executed a Power of Attorney dated 15/02/2014 (hereinafter referred to as 'the said POA dated 15/02/2014'), in favour of the persons nominated by the said Unnathi therein in order to enable them to carry out all acts, deeds, matters and things mentioned therein in respect of the said First property described therein. The said POA dated 15/02/2014 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1419/2014.

xx) by an order bearing No. TD/T.6/KV/THANE/V.P./S.R.-23/2014 dated 05/11/2014 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of section 43(1) of the Tenancy Act, the Vendors were allowed to sell the said First Property in favour of the said Unnathi herein upon the terms and conditions therein mentioned.

xxi) By a Deed Of Conveyance dated 28/10/2015 (hereinafter referred to as 'the said Conveyance dated 28/10/2015') made and executed between the legal heirs of the said Waman and said Manglibai therein referred to as the Vendors of the First part; Smt. Mankubai Ananta Tanki and 35 others therein referred to as the First Confirming Party of the Second Part and said Sai therein referred to as the Second confirming Party of the Third part, the Partners of the said Unnathi therein referred to as the Purchasers of the Fourth part, the Vendors therein, with the consent and knowledge of the First and Second Confirming Party therein, sold, transferred and conveyed all their respective undivided share, right, title, interest and claim whatsoever in respect of the said First property to the Purchasers therein and the Purchasers therein purchased the said First property from the Vendors therein at and for the consideration and upon the terms and conditions therein contained. The said Conveyance dated 28/10/2015 is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.7456-2015 on 28/10/2015;

xxii) The effect of the said Conveyance dated 28/10/2015 has been given and accordingly the name of the said First owners has been mutated in the 7/12 extract in respect of the said First property as owners thereof.

**B) i) One Smt. Barkubai Arjun Patil ( hereinafter referred to as the 'said Barkubai') was the owner of the property being land bearing Survey No. 244 Hissa No.14 admeasuring 4900 sq. mtrs. Situate lying and being at village Kavesar, Taluka and District Thane (hereinafter referred to as 'the said First Larger Property');**

ii) The said Barkubai died intestate on 22/08/1999 leaving behind her three sons (1) Shri Jaywant, (2) Shri Pandharinath (hereinafter referred to as 'the said Pandharinath'), (3) Shri Ramchandra, since Shri. Ramchandra predeceased in the year 1984 his widow Smt. Rukhminibai, two daughters viz. (3.a) Smt. Sulochana Vasant Shinge and (3.b) Smt. Lalita alias Leelabai Devraj alias Kashinath Gondhale and (4) Smt. Laxmibai Kaliram Bhoir (hereinafter, save and except the said Pandharinath, collectively referred to as 'the heirs of the said Barkubai') 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;

iii) The said Pandharinath died intestate on 21/11/2001 leaving behind him his widow (1) Smt. Kantibai Pandharinath Patil, two sons (2) Shri. Kiran Pandharinath Patil & (3) Shri. Vilas Pandharinath Patil and one daughter (4) Mrs. Deepali Suresh Naik (nee - Ms. Jaywanti Pandharinath Patil) (hereinafter collectively referred to as 'the heirs of the said Pandharinath') as his only heirs according to the provisions of the Hindu Succession Act by which he was governed at the time of his death. The heirs of the said Barkubai along with the heirs of the said Pandharinath shall henceforth be collectively referred to as 'the Original Owners');



iv) By Development Agreement dated 02/11/1988 (hereinafter referred to as 'the said Agreement dated 02/11/1988) executed by and between the said Barkubai therein referred to as the Owner of the One Part and M/s. Viroop Estates and Investments Pvt. Ltd. (hereinafter referred to as 'the said Viroop') therein referred to as the Developers 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 said First Larger Property at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 02/11/1988 is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No. 6572/1988;

v) By and under a Development Agreement dated 21/10/2004 read with Deed of Confirmation dated 30/12/2006, (hereinafter referred to as 'the said Agreement dated 30/12/2006') made and entered into between the said Unnathi therein referred to as the Assignees/Developers of the One Part and the said Viroop therein referred to as the Assignors of the Other part. The Assignors therein, agreed to grant and assign the irrevocable development rights to the Assignees/Developers therein and the Assignees/Developers therein agreed to purchase and acquire the same from the Assignors therein in respect of the said First Larger Property and which is entirely reserved for Park & School, together with the right to obtain and avail the benefit of DRC in respect thereof at or for the consideration and upon the terms and condition contained therein. The Deed of Confirmation dated 30/12/2006 alongwith Development Agreement dated 21/10/2004 is registered with the Sub Registrar of Assurances at Thane under Sr. No.2598/2007 on 10/04/2007.

vi) In pursuance of the said Agreement dated 30/12/2006, the said Viroop also executed Power of Attorney of even date (hereinafter referred to as 'the POA dated 30/12/2006') in favour of the persons nominated by the said Unnathi to enable them to do all the acts, deeds, matters and things mentioned therein in respect of the said First Larger property more particularly described therein. The said POA dated 30/12/2006 is registered with the Sub Registrar of Assurances at Thane under Sr. No. 356/07 on 10/04/2007.

vii) By Deed of Confirmation dated 08/05/2007 (hereinafter referred to as 'the said Deed of Confirmation dated 08/05/2007') executed by and between the said Unnathi therein referred to as the Developers of the One part and Smt. Kantabai P Patil & 3 others (hereinafter referred to as the said Kantabai & others) therein referred to as the Owners of the other part, the Owners therein consented to and confirmed the said Agreement dated 02/11/1988 and 30/10/2006, upon the terms and conditions therein contained. The said Deed of Confirmation dated 08/05/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.3416/2007.

viii) Pursuant to the said Deed of Confirmation dated 08/05/2007, the said Kantabai & others also executed an even dated Power of Attorney (hereinafter referred to as 'the POA dated 08/05/2007') in favour of the person nominated by the said Unnathi in order to enable them to carry out all acts, deeds, matters and things in respect of the said First Larger property more particularly described therein. The said POA dated 08/05/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 434/2007.

ix) By Deed of Confirmation dated 19/06/2007 (hereinafter referred to as 'the said Deed of Confirmation dated 19/06/2007') executed by and between the said Unnathi herein, therein referred to as the Developers of the One part and Smt. Rukminibai R. Patil & 2 others (hereinafter referred to as the said Rukminibai & others) therein referred to as the Owners of the other part, the Owners therein consented to and confirmed the said Agreement dated 02/11/1988 and 30/10/2006, upon the terms and conditions therein contained. The said Deed of Confirmation dated 19/06/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4602/2007.

x) Pursuant to the said Deed of Confirmation dated 19/06/2007, the said Rukminibai & others also executed an even dated Power of Attorney (hereinafter referred to as 'the said POA dated 19/06/2007') in favour of the person nominated by the said Unnathi in order to enable them to carry out all acts, deeds, matters and things in respect of the said First Larger property more particularly described therein. The said POA dated 19/06/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.534/2007.

xi) By Deed of Confirmation dated 17/08/2007 (hereinafter referred to as 'the said Deed of Confirmation dated 17/08/2007') executed by and between the said Unnathi therein referred to as the Developers of the One part and Shri Jaywant A. Patil & 9 others (hereinafter referred to as the said Jaywant & others) therein referred to as the Owners of the other part, the Owners therein consented to and confirmed the said Agreement dated 02/11/1988 and 30/10/2006, upon the terms and conditions therein contained. The said Deed of Confirmation dated 17/08/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.6096/2007.

xii) Pursuant to the said Deed of Confirmation dated 17/08/2007, the said Jaywant & others also executed an even dated two Power of Attorneys (hereinafter referred to as 'the said POAs dated 17/08/2007') in favour of the person nominated by the said Unnathi in order to enable them to carry out all acts, deeds, matters and things in respect of the said First Larger property more particularly described therein. The said POA dated 17/08/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.742/2007 and 743/2007.

xiii) By a Declaration cum Indemnity Bond dated 21/05/2009 (hereinafter referred to as 'the said Declaration dated 21/05/2009') the said unnathi have, on behalf of the said Jaywant & others handed over portion of land admeasuring 3380 sq. mtrs. out of the said First Larger Property alongwith portions of other property being the portions reserved for Park to the Thane Municipal Corporation upon the terms and conditions therein mentioned). The said Declaration dated 21/05/2009 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4090/2009.

xiv) Subsequent to the execution of the said Deed of Confirmation dated 17/08/2007 a dispute arose between the said Jaywant and his son Shri Chandrakant Jaywant Patil (hereinafter referred to as 'the said Chandrakant') in respect of the said First Larger property and another property, the said Chandrakant filed a Special Civil Suit No.549 of 2008 in the Court of the Civil Judge (S.D.) Thane at Thane (hereinafter referred to as 'the said First Suit') against the Original Owners and the said Unnathi. However, the Unnathi have accepted the claim of the said Chandrakant upon the said First Larger Property and another property and amicably settled the said First suit and has caused the said Chandrakant to withdraw the said suit unconditionally and the said First suit is withdrawn on 27/11/2009 ;

xv) By a Deed of Conveyance dated 27/11/2009 (hereinafter referred to as the said Conveyance dated 27/11/2009") made and executed by and between the said Jaywant & others therein referred to as the Vendors of the First Part, the said Viroop therein referred to as the Confirming Party of the Second Part and the Promoters therein referred to as the Purchasers of the Other Part, the Vendors therein, at the instance of the Confirming Party, sold, transferred and conveyed all their right, title, interest and share whatsoever in respect of the said First Larger Property in favour of the said Unnathi at or for consideration and upon the terms and conditions therein contained. The said Conveyance dated 27/11/2009 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.11292/2009.



xvi) The effect of the said Declaration dated 21/05/2009 came to be mutated in the revenue records in respect of the portion of land admeasuring 3380 sq. mtrs. out of the said First Larger Property subsequent to the execution of the said Conveyance dated 27/11/2009 and hence the portion admeasuring 1500 sq. mtrs. instead of 1520 sq. mtrs. came to be renumbered as 244/1/4/2 (hereinafter referred to as 'the said Second Property more particularly described in the Second Schedule hereunder written) and recorded the same in the name of the said Umnathi as owners thereof.

C) i) One Smt. Barkubai Arjun Patil (hereinafter referred to as the 'said Barkubai') was the owner of the property being land bearing Survey No. 250 Hissa No.1 admeasuring 3140 sq. mtrs. situate lying and being at village Kavesar, Taluka and District Thane (hereinafter referred to as 'the said Second Larger Property');

ii) The said Barkubai died intestate on 22/08/1999 leaving behind her three sons (1) Shri Jaywant, (2) Shri Pandharinath (hereinafter referred to as 'the said Pandharinath'), (3) Shri Ramechandra, since Shri. Ramechandra predeceased in the year 1984 his widow Smt. Rukhminibai, two daughters viz. (3.a) Smt. Sulochana Vasant Shinge and (3.b) Smt. Lalita alias Leelabai Devraj alias Kashinath Gondhale and (4) Smt. Laxmibai Kaliram Bhoir (hereinafter, save and except the said Pandharinath, collectively referred to as 'the heirs of the said Barkubai') 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;

iii) The said Pandharinath died intestate on 21/11/2001 leaving behind him his widow (1) Smt. Kantibai Pandharinath Patil, two sons (2) Shri. Kiran Pandharinath Patil & (3) Shri Vilas Pandharinath Patil and one daughter (4) Mrs. Deepali Suresh Naik (nee - Ms. Jaywanti Pandharinath Patil) (hereinafter collectively referred to as 'the heirs of the said Pandharinath') as his only heirs according to the provisions of the Hindu Succession Act by which he was governed at the time of his death. The heirs of the said Barkubai along with the heirs of the said Pandharinath shall henceforth be collectively referred to as 'the Original Owners');

iv) By Development Agreement dated 21/10/2004 r/w Deed of Confirmation dated 17/08/2007 (hereinafter collectively referred to as 'the said Agreement dated 21/10/2004') executed by and between the said Umnathi therein referred to as the Developers of the One Part and Shri. Jaywant and 9 others therein 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 their respective share in the said Second Larger Property being land admeasuring 1570 sq. mtrs. at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 21/10/2004 is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No. 6095/2007 on 17/08/2007;

v) Pursuant to the said Agreement dated 21/10/2004, the Owners therein also executed a Power of Attorney dated 17/08/2007 (hereinafter referred to as 'the POA dated 17/08/2007') in favour of the persons nominated by the said Umnathi in order to enable them to carry out all acts, deeds, matters and things in respect of the said Second Larger property more particularly described therein. The said POA dated 17/08/2007 is registered with the office of Sub-Registrar of Assurances, at Thane under Sr. No.741/2007;

vi) By Development Agreement dated 08/05/2007 (hereinafter referred to as 'the said Agreement dated 08/05/2007') executed by and between the said Umnathi therein referred to as the Developers of the One Part and the heirs of the said Pandharinath therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein