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Sai Niwas, Office Nos. 3/4, First Floor, Near Bedekar English School, Mahatma Phule Road, Naupada, Thane (W) - 400 602.

Tel. No.: 022- 2540 0498 / 2543 6957.

Ref.No.: T.C./2017

Date: 29/07/2017

To,
**M/S. DEDHIA BUILDERS AND
DEVELOPERS (INDIA) LLP**
603/604 Skyline Status,
Above Rasiklal Jewellers,
M.G. Road, Ghatkopar (East),
Mumbai - 400 077.

Re: Plot of land bearing S.No.145 H.No.B/1 admeasuring 3260.05 sq.mtrs. consisting of 1184 sq.mtrs. balance area of Plot No.27 and 2076.05 sq.mtrs. balance area of Plot No.28 situated at village Kavesar, Taluka, District, Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation (the 'said Property').

Dear Sirs,

We have been instructed by you to investigate the title of the above referred property which we have done by perusing the documents produced, taking searches and issuing usual public notices in newspapers and have now to report to you thereon as follows:

1. From the Declaration dated 2nd August, 2011 executed by Shri Soni Ramlal Goyal it appears that:

- (1) At all times material prior to 21st July 2003, the Textile Stores and Machinery Co-operative Housing Society Ltd. (hereinafter referred to as the "**said Society**") was known as Textile Stores and Machinery Manufacturers Co-operative Estate Ltd. (hereinafter referred to as the "**Former Society**") and it was registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No.THA/PAD/1/126 of 29th June 1970.
- (2) The **Former Society** was the owner of, seized and possessed of or otherwise well and sufficiently entitled to the plots of land bearing (i) S.No.145 admeasuring 14 acres 5 gunthas (ii) S.No.146 H.No.1 admeasuring 6 acres 5 gunthas 8 ares (iii) S.No.146 H.No.2 admeasuring 2 gunthas 8 ares (iv) S.No.147 H.No.1 admeasuring 7 acres 5 gunthas (v) S.No.147 H.No.2 admeasuring 3 acres (vi) S.No.148 H.No.3 admeasuring 2 gunthas 8 ares (vii) S.No.152 admeasuring 21 gunthas 4 ares (viii) S.No.153 admeasuring 3 gunthas 8 ares and (ix) S.No.154 admeasuring 20 acres 4 gunthas in all admeasuring 51 acres and 9 ¼ gunthas equivalent to about 2,07,340 sq.mtrs. as per record of rights and 2,06,618.62 sq.mtrs as per actual survey and joint measurement situated at Village Kavesar, Taluka and District: Thane in the Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation (hereinafter referred to as the "**said Larger Property**") and more particularly described in the First Schedule hereunder written and delineated on the plan hereto annexed and marked **Annexure: "A"** and thereon shown surrounded by purple colour boundary line.

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- (3) The **said Larger Property** was purchased by the **Former Society** from Pramod Shankar Patil & Ors. under a Deed of Conveyance dated 25th February, 1972 registered with the Sub-Registrar at Thane under Serial No.THN/250 of 1973. The **said Larger Property** at the date of purchase thereof by the **Former Society** fell in industrial zone and was earmarked for the purpose of industrial user.
- (4) After the purchase of the **said Larger Property** by the **Former Society**, the **Former Society** laid out the same into various sub-divided plots being Sub - Plots. The Additional Collector of Thane by his letters dated 23/10/1972, 11/9/1973 and 15/6/1974 respectively and the Assistant Director of Town Planning Thane by his letter dated 12/2/1973 sanctioned the said lay out plan in respect of the **said Larger Property** laying out the same into various plots on the terms and conditions contained in the said letters.
- (5) The **Former Society** had obtained N.A Order in respect of the **said Larger Property** from the Collector, Thane vide No.RB - IV/SII 25/72 dated 23/10/1972.
- (6) The plots into which the **said Larger Property** was laid out (sub - divided) as per the said lay out by the **Former Society** as aforesaid were allotted by the **Former Society** for valuable consideration to various members of the **Former Society** for the purpose of construction of industrial units on the respective plots. The **Former Society** by its letter dated 25/6/1973 addressed to Goyal Loom Industries who was its member informed Goyal Loom Industries that the **Former Society** in its Special General Meeting held on 29/4/1973 allotted the Plot No.27 admeasuring 5052 sq.yds equivalent to 4224 sq.mtrs. (hereinafter referred to as the "**said Plot No.27**") forming part of the said lay out to the said Goyal Loom Industries. The said Goyal Loom Industries had paid to the **Former Society** the full consideration money /purchase price in respect of the "**said Plot No.27**" and the **Former Society** had also allotted to the said Goyal Loom Industries two shares bearing distinctive Nos.31 and 32 comprised in the Share Certificate No.16 (hereinafter referred to as the "**said Two Shares**"). The Goyal Loom Industry was a partnership firm.
- (7) The said Goyal Loom Industries as a member of the **Former Society** became entitled to the **said Two Shares** and the **said Plot No.27** of the said lay out admeasuring 5052 sq.yds. equivalent to 4224 sq.mtrs. forming part of the land bearing S. No.145 out of the **said Larger Property** situated at village Kavesar, Taluka and District: Thane in the Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and more particularly described in the Second Schedule hereunder written and delineated on the plan hereto annexed and marked as Annexure "A" and thereon shown surrounded by pink colour boundary line.
- (8) When the Urban Land (Ceiling & Regulation) Act, 1976 came into force, the **Former Society** had received from the Joint Director of Industries and Ex. Officio Dy. Secretary to Government of Maharashtra, General Administration Department an Order dated 15th April, 1981 bearing No.ULC/T-30/MC/IC/GAD/476 under the provisions of Section 20 of

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the Urban Land (Ceiling & Regulation) Act, 1976 in favour of the **Former Society** read with corrigendum dated 1/10/1981 and corrigendum dated 20/2/1984 and accordingly the vacant land described therein i.e. the "**said Larger Property**" had been exempted from the provisions of Chapter III of the Urban Land (Ceiling & Regulation) Act, 1976 subject to the conditions mentioned therein.

- (9) By a Deed of Partnership dated 26/6/1985 made between Shri Ramlal Goyal of the First Part, Shri Soni Ramlal Goyal of the Second Part, Shri Yashpal Ramlal Goyal representing his H.U.F. of the Third Part and Smt. Anita Yashpal Goyal of the Fourth Part, the said Shri Yashpal Goyal and the said Smt. Anita Yashpal Goyal had been admitted as partners in the said firm Goyal Loom Industries.
- (10) By a Dissolution Deed dated 13/11/1986 made between the said Shri Ramlal Goyal of the First Part, the said Shri Soni Ramlal Goyal of the Second Part, the said Shri Yashpal Goyal (therein referred to as the Party of the Third Part) of the Third Part and the said Smt. Anita Yashpal Goyal (therein referred to as the Party of the Fourth Part) of the Fourth Part, the business of the said partnership carried under the said Deed of Partnership dated 26/6/1985 was dissolved and the assets and liabilities of the said partnership business were taken over by the said Shri Ramlal Goyal, the said Shri Yashpal Goyal and the said Smt. Anita Yashpal Goyal and the **said Plot No.27** came to the share of the said Shri Soni Ramlal Goyal. By their No Objection Certificate dated 26/11/1986 the said Shri Ramlal Goyal, the said Shri Yashpal Goyal and the said Smt. Anita Yashpal Goyal confirmed that the **said Plot No.27** has fallen to the share of the said Shri Soni Ramlal Goyal and as such the said Shri Soni Ramlal Goyal was fully authorised to make use of the **said Plot No.27** i.e. to hypothecate, to pledge, to transfer, to sell, to construct or in any other manner as he may deem fit and the said continuing partners had no objection in any way regarding the **said Plot No.27**. As such the said Shri Soni Ramlal Goyal had become entitled to the membership of the **Former Society**, the **said Two Shares** and the **said Plot No.27**. The said Shri Soni Ramlal Goyal accordingly had applied to the **Former Society** for transfer of the **said Two Shares** and the **said Plot No.27** to his name.
- (11) The development in respect of the **said Larger Property** had remained to be commenced while the **said Larger Property** was in the industrial zone and in the year 1999 the **said Larger Property** came to be included in residential zone due to change in the development scheme.
- (12) In view of the above, steps were taken by the **Former Society** to change its object clause so as to enable it to use the **said Larger Property** for residential use and in view thereof the **Former Society** obtained change of its status from Industrial Society to Housing Society on the basis of Tenant Ownership Type Society vide registration certificate No.TNA/TNA/HSG/TO/14731/2003 dated 21/7/2003 granted by the District Deputy Registrar of Co-operative Societies, Thane and by virtue whereof the name of the **Former Society** was changed from Textile Stores and Machinery Manufacturers' Co-operative Estate Ltd. to Textile Stores and Machinery Co-operative Housing Society Limited (hereinafter as above said referred to as the "**said Society**").

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- (13) The **said Society** also obtained exemption certificate under Section 19 (1) (V) of the Urban Land (Ceiling and Regulation) Act, 1976 dated 10/3/2004 from the Urban Development Department, Government of Maharashtra for residential development in respect of the **said Larger Property**. In view thereof the exemption order under Section 20 (1) of the Urban Land (Ceiling and Regulation) Act, 1976 for industrial user granted by the Director of Industries, Government of Maharashtra in respect of the **said Larger Property** in favour of the **Former Society** was cancelled vide Order No.ULC/T-30/MC/IC/GAD/ 2004/A - 7392 dated 16th April, 2004.
- (14) After the formation and registration of the **said Society** as a Housing Society as above, the **said Society** had issued to the said Goyal Loom Industries ten fully paid up shares of Rs.50/- each bearing distinctive numbers from 336 to 345 comprised in the Share Certificate No.48 (hereinafter referred to as the "**said Ten Shares bearing Nos.336 to 345**") and confirmed the allotment of the **said Plot No.27** to it.
- (15) In pursuance of the application made by the said Shri Soni Ramlal Goyal to the **Former Society** for transfer of the **said Ten Shares bearing Nos.336 to 345** and the **said Plot No.27** in his name and grant of N.O.C. for transfer of the **said Plot No.27**, the **said Society** by its letter dated 24/2/2011 addressed to the said Shri Soni Ramlal Goyal informed him that in view of the said Dissolution Deed dated 13/11/1986 and in view of the No Objection Certificate dated 26/11/1986 issued by the said Shri Ramlal Goyal, Shri Yashpal Goyal and Smt. Anita Yashpal Goyal, the membership previously standing in the name of the said Goyal Loom Industries, had devolved upon the said Shri Soni Ramlal Goyal and therefore the Share Certificate No.48 issued by the **said Society** in respect of the **said Ten Shares bearing Nos.336 to 345** had been endorsed and transferred in the name of the said Shri Soni Ramlal Goyal with effect from 22/1/2011 and hence the **said Plot No.27** had also been transferred in the name of the said Shri Soni Ramlal Goyal. By the said Letter dated 24/2/2011 the **said Society** had also informed the said Shri Soni Ramlal Goyal that the **said Society** had no objection to transfer the **said Plot No.27** to your name.
- (16) In the circumstances the said Shri Soni Ramlal Goyal became the member of the **said Society** and as such member he was entitled to the **said Ten Shares bearing Nos.336 to 345** and the **said Plot No.27** and he was in use, occupation and possession of the **said Plot No.27**.
- (17) In the year 2006 portions of Survey Nos.147/1, 147/2 and 154 admeasuring 12.23 hectares being part and parcel of the **said Larger Property** described in the First Schedule hereunder written were declared as private forest land under the Maharashtra Private Forest (Acquisition) Act, 1975. The **said Society** accordingly filed necessary proceedings before the Revenue authorities against the said order. The matter was heard by the Sub-Divisional Officer and upon conclusive hearing the Sub-Divisional Officer vide Order bearing No.6/E/SR57/06 dated 27/7/2006 concluded that the said portions of Survey Nos. i.e. 147/1, 147/2 and 154 admeasuring 12.23 hectares are not private forest land and in view thereof the said area does not constitute forest land (including any private forest) and can be used for non-forestry use and

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therefore the Order passed earlier be rectified. The Sub-Divisional Officer however referred the said matter to Central Government for the purpose of finality.

- (18) The Government of India (Ministry of Environmental and Forests) (F. C. Division) vide its letter dated 24/1/2008 bearing No.11-28/2008/FC addressed by the Assistant Inspector General of Forests, Government of India to the Additional Chief Secretary (Forests), Government of Maharashtra, Mumbai informed the Addl. Chief Secretary (Forests), Government of Maharashtra that in view of the request made by the Government of Maharashtra and in view of the **said Larger Property** having been cleared for non forestry use the Government of India had accepted and confirmed the view of the Government of Maharashtra that the **said Larger Property** is not a forest and therefore, the approval of the Central Government was no longer required as the Sub-Divisional Officer Thane had already passed his order dated 27/7/2006 stating that the said land was not a Private forest and in view thereof the **said Larger Property** does not constitute forest land (including any private forest).
- (19) By a Conveyance dated 25th February, 2011 registered with the Sub-Registrar at Thane under No.TNN - 5 - 1841 of 2011 (hereinafter referred to as the "**said Conveyance dated 25th February, 2011**") made between the **said Society** (therein referred to as the Vendor) of the First Part, Lokhandwala Estates & Development Co. Pvt. Ltd. and 13 others (therein referred to as the Promoters/Promoters of Individual Plots) of the Second Part and Lokhandwala Construction Industries Private Limited (therein referred to as the Purchaser) of the Third Part, the **said Society** with the confirmation of the Promoters/Promoters of Individual Plots therein had sold and conveyed to the said Lokhandwala Construction Industries Private Limited the area admeasuring 1,86,130.75 sq.mtrs. or thereabouts out of the **said Larger Property** and the same is delineated on the plan hereto annexed and marked **Annexure: A** and thereon shown surrounded by green colour boundary line for the consideration therein mentioned. Before selling the various plots in the said layout to the said Lokhandwala Construction Industries Pvt. Ltd. the **said Society** sought permission from the Urban Land Ceiling Authorities for the said sale and transfer. By a letter dated 20/07/2010 addressed to the **said Society**, the Additional Collector and Competent Authority, Thane Urban Agglomeration clearly stated that since Urban Land (Ceiling and Regulation) Act, 1976 had already been repealed and the same was not in force, the said Authority, viz. the Additional Collector and Competent Authority, Thane Urban Agglomeration had no objection whatsoever for the said transfer.
- (20) In view of the **said Conveyance dated 25th February, 2011** the **said Society** was the owner of and well and sufficiently entitled to the remaining portion of the **said Larger Property** admeasuring 21,209.25 sq.mtrs. consisting of (i) Plot No.24 admeasuring 4471 sq.mtrs., (ii) Plot No.25 admeasuring 4224 sq.mtrs., (iii) Plot No.26 admeasuring 4224 sq.mtrs., (iv) Plot No.27 admeasuring 4224 sq.mtrs. and (v) Plot No.28 admeasuring 4066.25 sq.mtrs. forming part of the land bearing S.No.145 out of the **said Larger Property**.

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(21) By a Conveyance dated 2nd August, 2011 registered with the Sub-Registrar at Thane under No.TNN - 5 - 7330 of 2011 (hereinafter referred to as the '**said Conveyance dated 2nd August, 2011**') made between the Textile Stores and Machinery Co-operative Housing Society Ltd. i.e. the **said Society** (therein referred to as the Vendor) of the First Part, the said Shri Soni Ramlal Goyal (therein referred to as the Confirming Party) of the Second Part and Yourselves (therein referred to as the Purchasers) of the Third Part, the **said Society** with the consent of the said Shri Soni Ramlal Goyal sold and conveyed the **said Plot No.27** to you for the consideration therein mentioned. Simultaneously with the execution of the said Conveyance dated 2nd August, 2011 the said Shri Soni Ramlal Goyal had handed over the vacant and peaceful possession of the **said Plot No.27** to you. Pursuant to the **said Conveyance dated 2nd August, 2011** the said Shri Soni Ramlal Goyal had executed a registered Power of Attorney dated 2nd August, 2011 in respect of the **said Plot No.27** in favour of you and your partners Shri Laxmichand Meghji Dedhia and Shri Sonesh Laxmichand Dedhia. The said Shri Soni Ramlal Goyal had also executed a Declaration and a Deed of Indemnity both dated 2nd August, 2011 in respect of the **said Plot No.27** which are duly notarised.

(22) Pursuant to the **said Conveyance dated 2nd August, 2011** the **said Society** had also executed a registered Power of Attorney dated 2nd August, 2011 in respect of the **said Plot No.27** in favour of you and your partners Shri Laxmichand Meghji Dedhia and Shri Sonesh Laxmichand Dedhia.

(23) The **said Plot No.27** was having access from the Municipal Road through the internal road of the **said Larger Property** as per the Lay-out Plan. However in view of the above mentioned Conveyance dated 25th February, 2011 for 1,86,130.75 sq.mtrs. area of the **said Larger Property** in favour of the said Lokhandwala Construction Industries Private Limited the **said Plot No.27** had no direct access from the Municipal Road (Ghodbunder Road). Therefore by a Deed of Right of Way dated 2nd August, 2011 registered with the Sub-Registrar at Thane under No.TNN - 5 - 7333 of 2011 made between the said Lokhandwala Construction Industries Pvt. Ltd. (therein referred to as the Grantor) of the One Part and Yourselves (therein referred to as the Grantees) of the Other Part, the said Lokhandwala Construction Industries Pvt. Ltd. granted to you the right of access to the **said Plot No.27** through, along and over the 9 meters wide strip which connects to the Ghodbunder Road shown in burnt sienna colour on the plan being **Annexure: A** annexed thereto to have access and egress from and to the **said Plot No.27** upon the terms and conditions therein mentioned. The said Right of Way is also shown in brown colour on the plan annexed hereto and marked **Annexure: A**.

II. From the Declaration dated 11th June, 2013 executed by Shri Rameshchandra Ramial Goyal, the Sole Proprietor of Automatic Wood & Engg. Works it appears that:

(1) The **said Former Society** by its letter dated 25/6/1973 addressed to Automatic Wood and Engg. Works, who was its member informed that the **Former Society** in its Special General Meeting held on 29/4/1973 allotted the Plot No.28 admeasuring 4863 sq.yds equivalent to 4066.05

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sq.mtrs (hereinafter referred to as the "**said Plot No.28**") forming part of the said lay out to the said Automatic Wood and Engg. Works and that the **Former Society** had also allotted two shares bearing distinctive Nos.7 and 8 comprised in the Share Certificate No.4 (hereinafter referred to as the "**said Two Shares**") to the said Automatic Wood and Engg. Works and the said Automatic Wood and Engg. Works had paid to the **Former Society** full consideration money /purchase price in respect of the "**said Plot No.28**").

- (2) The said Automatic Wood and Engg. Works as a member of the **Former Society** became entitled to the '**said Two Shares**' and the **said Plot No.28** of the said lay out admeasuring 4863 sq.yds. equivalent to 4066.05 sq.mtrs. forming part of the land bearing S. No.145 out of the **said Larger Property** situated at village Kavesar, Taluka and District: Thane in the Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and more particularly described in the Third Schedule hereunder written and delineated on the plan hereto annexed and marked **Annexure: A** and thereon shown surrounded by blue colour boundary line.
- (3) Smt. Prakashwati Ramlal Goyal, Shri Tarsemchand Ramlal Goyal and Shri Rameshchandra Ramlal Goyal were carrying on the business of manufacturing and sale of machinery parts and electroplating in partnership under the name and style of Automatic Wood and Engg. Works upon the terms and conditions mentioned in the Deed of Partnership dated 30th November, 1970.
- (4) By a Deed of Dissolution dated 10th June, 1981 made between the said Smt. Prakashwati Ramlal Goyal, the said Shri Tarsemchand Ramlal Goyal and the said Shri Rameshchandra Ramlal Goyal, the said partnership business carried under the said Deed of Partnership dated 30th November, 1970 was dissolved with effect from 10th June, 1981 and the assets including the **said Plot No.28** and liabilities of the said partnership business were taken over by the said Shri Rameshchandra Ramlal Goyal. As such the said Shri Rameshchandra Ramlal Goyal became the Sole Proprietor of Automatic Wood & Engg. Works and he alone became absolutely entitled to the **said Plot No.28**. Since the dissolution of the said partnership with effect from 10th June, 1981 the said Shri Rameshchandra Ramlal Goyal was in use, occupation and possession of the **said Plot No.28** as the Sole Proprietor of Automatic Wood & Engg. Works without any claim, objection or disturbance of any nature whatsoever by the said Smt. Prakashwati Ramlal Goyal and the said Shri Tarsemchand Ramlal Goyal.
- (5) After formation and registration of the **said Society** as a Housing Society the **said Society** had issued to the Automatic Wood & Engg. Works ten fully paid up shares of Rs.50/- each bearing distinctive numbers from 346 to 355 comprised in the Share Certificate No.49 (hereinafter referred to as the "**said Ten Shares bearing Nos.346 to 355**") and confirmed the allotment of the **said Plot No.28** to it.
- (6) In the circumstances the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works became the member of

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the **said Society** and as such member he was entitled to the **said Ten Shares bearing Nos.346 to 355** and the **said Plot No.28**.

- (7) By a Memorandum of Understanding dated 9th December, 2005 made between the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works (therein referred to as the Party of the First Part) of the One Part and Dedhia Builders and Developers (I) Pvt. Ltd. i.e. Yourselves (therein referred to as the Party of the Second Part) of the Other Part, the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works had agreed to grant the development rights in respect of the **said Plot No.28** to you for the consideration and upon the terms and conditions therein mentioned. You have informed us that thereafter on 31st March, 2011 Dedhia Builders and Developers (I) Pvt. Ltd. had been converted into M/s. Dedhia Builders And Developrs (India) L.L.P.
- (8) The Lokhandwala Construction Industries Pvt. Ltd. had filed a suit being Special Civil Suit No.64 of 2006 against the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works in the Court of Joint Civil Judge Senior Division, Thane at Thane interalia for the specific performance of an alleged oral contract (agreement) for sale of the **said Plot No.28** by the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works in favour of them and for the reliefs as mentioned in the prayer clause of the plaint of the said Special Civil Suit No.64 of 2006. However Hon'ble II Joint Civil Judge, S.D., Thane by an Order dated 29/06/2006 rejected the application Ex.H in the said Special Civil Suit No.64 of 2006. Being aggrieved by the said Order dated 29/06/2006 the said Lokhandwala Construction Industries Pvt. Ltd. filed an appeal being Appeal from Order No.491 of 2006 against the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works in the High Court of Judicature at Mumbai. Pursuant to the directions given by the Hon'ble High Court, you were joined as the party in the said Appeal. The said Special Civil Suit No.64 of 2006 had been withdrawn unconditionally by the said Lokhandwala Construction Industries Pvt. Ltd. on 10/10/2008 in pursuance of the withdrawal pursis filed by the said Lokhandwala Construction Industries Pvt. Ltd. i.e. the Plaintiff in the said Suit. The said Appeal from Order No.491 of 2006 had also been withdrawn unconditionally by the said Lokhandwala Construction Industries Pvt. Ltd. on 09/06/2010. Accordingly by an order dated 09/06/2010, Hon'ble Justice Shri R.C. Chavan disposed of the said Appeal No.491 of 2006.
- (9) The said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works had also filed a dispute being Dispute No.CCT/159 of 2006 against the **said Society** in the Hon'ble Co-operative Court, Thane at Thane. By an Order dated 2nd August, 2010 passed by the Hon'ble Judge of the Co-operative Court, Thane the said Dispute No. CCT/159/2006 had also been allowed to be withdrawn.
- (10) You had also filed a suit being Special Civil Suit No.296 of 2011 against the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works in the Court of Joint Civil Judge Senior Division, Thane at Thane interalia for declaration, specific performance of

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the said Memorandum of Understanding dated 9th December, 2005 and injunction in respect of the **said Plot No.28** and for the reliefs as mentioned in the prayer clause of the plaint of the said Special Civil Suit No.296 of 2011. By an Order dated 4th February, 2012 passed by the 6th Joint Civil Judge, S.D., Thane the application below Exhibit 20 filed by the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works under Order 7 Rule 11 (d) of Code of Civil Procedure was rejected. Being aggrieved and dissatisfied with the said impugned Judgement and Order dated 4th February, 2012 the said Shri Rameshchandra Ramlal Goyal, as the Sole Proprietor of Automatic Wood & Engg. Works filed a revision application being Civil Revision Application No.351 of 2012 in the High Court of Judicature at Mumbai.

- (11) In view of the above stated two conveyances i.e. (i) Conveyance dated 25th February, 2011 and (ii) Conveyance dated 2nd August, 2011 the **said Society** was the owner of and well and sufficiently entitled to the remaining portion of the **said Larger Property** admeasuring 16,985.25 sq.mtrs. consisting of Sub-divided Plots being (i) Plot No.24 admeasuring 4471 sq.mtrs., (ii) Plot No.25 admeasuring 4224 sq.mtrs., (iii) Plot No.26 admeasuring 4224 sq.mtrs. and (iv) Plot No.28 admeasuring 4066.25 sq.mtrs. forming part of the land bearing S.No.145.
- (12) By a Supplementary Agreement dated 5th June, 2013 made between the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works (therein referred to as the Party of the First Part) of the One Part and Yourselves (therein referred to as the Party of the Second Part) of the Other Part, instead of grant of development rights in pursuance of the said M.O.U. dated 9th December, 2005 the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works had agreed to sell and transfer to you his right, title and interest in the **said Plot No.28** for the consideration therein mentioned. Yourselves and the said Shri Rameshchandra Ramlal Goyal have amicably settled the dispute which was pending vide Special Civil Suit No.296 of 2011 in the Court of 6th Joint C.J.S.D., Thane at Thane by filing the withdrawal pursis and by an Order dated 12th June, 2013 passed by 5th Jt. Civil Judge, S.D. the said Special Civil Suit No.296 of 2011 had been disposed off in terms of withdrawal pursis.
- (13) By a Conveyance dated 11th June, 2013 registered with the Sub-Registrar of Assurances at Thane under No.TNN - 5 - 6315 of 2013 (hereinafter referred to as the **said Conveyance dated 11th June, 2013**) made between the Textile Stores and Machinery Co-operative Housing Society Ltd. i.e. the **said Society** (therein referred to as the Vendor) of the First Part, the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works (therein referred to as the Confirming Party) of the Second Part and Dedhia Builders and Developers (India) LLP i.e. yourselves (therein referred to as the Purchasers) of the Third Part, the **said Society** with the consent of the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works sold and conveyed the **said Plot No.28** to you for the consideration therein mentioned. Simultaneously with the execution of the said Conveyance dated 11th June, 2013 the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works had also handed over the vacant and peaceful possession of

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Ref.No.:

the said **Plot No.28** to you. In pursuant to the said **Conveyance dated 11th June, 2013** the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works had executed a registered Power of Attorney dated 11th June, 2013 in favour of you and your partners Shri Laxmichand Meghji Dedhia and Shri Sonesh Laxmichand Dedhia. The said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of Automatic Wood & Engg. Works had also executed a Declaration and a Deed of Indemnity both of dated 11th June, 2013 in respect of the said **Plot No.28** which are duly notarised.

(14) Pursuant to the said **Conveyance dated 11th June, 2013** the said **Society** had also executed a registered Power of Attorney dated 11th June, 2013 in favour of you and your partners Shri Laxmichand Meghji Dedhia and Shri Sonesh Laxmichand Dedhia in respect of the said **Plot No.28**.

(15) The said **Plot No.28** was having access from the Municipal Road through the internal road of the said **Larger Property** as per the Lay-out Plan. However in view of the above mentioned Conveyance dated 25th February, 2011 for 1,86,130.75 sq.mtrs. area of the said **Larger Property** in favour of the said Lokhandwala Construction Industries Private Limited the said **Plot No.28** had no direct access from the Municipal Road (Ghodbunder Road). Therefore by a Deed of Right of Way dated 11th June, 2013 registered with the Sub-Registrar at Thane under No.TNN - 5 - 6322 of 2013 made between the said Lokhandwala Construction Industries Pvt. Ltd. (therein referred to as the Grantor) of the One Part and Yourselfs (therein referred to as the Grantees) of the Other Part, the said Lokhandwala Construction Industries Pvt. Ltd. granted to you the right of access to the said **Plot No.28** through, along and over the 9 meters wide strip which connects to the Ghodbunder Road shown in burnt sienna colour on the plan being **Annexure: A** annexed thereto to have access and egress from and to the said **Plot No.28** upon the terms and conditions therein mentioned. The said Right of Way is also shown in brown colour on the plan annexed hereto and marked **Annexure: A**.

(16) Shri Mukesh B. Thomare had executed a Declaration-cum-Indemnity dated 11th June, 2013 in respect of the said **Plot No.28**. Shri Himanshu Ashok Jaimalani, Advocate for the said Shri Rameshchandra Ramlal Goyal had also executed a Declaration-cum-Indemnity dated 11th June, 2013 in respect of the said **Plot No.28**. The said two documents are duly notarised.

III. The building plans, elevations, sections, specifications and details of building to be constructed on the said **Plot No.27** by consuming and utilising the F.S.I. of the said **Plot No.27** had been sanctioned by the Thane Municipal Corporation and the Development Permission had been issued on 28th January, 2013 under V.P. No.S06/0134/12/TMC/TDD/0762/13 for building A having stilt and 7 upper floors.

IV. The Collector of Thane by his Order dated 28th May, 2013 bearing No. Revenue/C-I/TE-1/Mauje Kavesar/NAP/SR-50/2013 granted the N.A. User Permission in respect of the said **Plot No.27** upon the terms and conditions therein mentioned.

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V. The Collector of Thane by his Order dated 22nd May, 2014 bearing No. Revenue/C-1/TE-1/Mauje Kavesar/NAP/SR-16/2014 granted the N.A. User Permission in respect of the **said Plot No.28** upon the terms and conditions therein mentioned.

VI. In the events that have happened as above you have become the owners of, seized and possessed of and well and sufficiently entitled to the **said Plot No.27** delineated on the plan hereto annexed and marked **Annexure: A** and thereon shown surrounded by pink colour boundary line and more particularly described in the Second Schedule hereunder written and the **said Plot No.28** delineated on the plan hereto annexed and marked **Annexure: A** and thereon shown surrounded by blue colour boundary line and more particularly described in the Third Schedule hereunder written.

VII. A portion admeasuring 1770 sq.mtrs. and shown by orange colour wash on the plan hereto annexed and marked **Annexure: A** out of the **said Plot No.27** had gone under 40 mtrs. wide D.P. Road and a portion admeasuring 1270 sq.mtrs. and shown by light green colour wash on the plan hereto annexed and marked **Annexure: A** out of the **said Plot No.27** had gone under Park Reservation No.4 and the possession of the said areas have been handed over by you to the Thane Municipal Corporation. Similarly, a portion admeasuring 1820 sq.mtrs. and shown by orange colour wash on the plan hereto annexed and marked **Annexure: A** out of the **said Plot No.28** had gone under 40 mtrs. wide D.P. Road and a portion admeasuring 170 sq.mtrs. and shown by light green colour wash on the plan hereto annexed and marked **Annexure: A** out of the **said Plot No.28** had gone under Park Reservation No.4 and the possession of the said areas have been handed over by you to the Thane Municipal Corporation. Thereafter necessary changes have been made in the revenue records and the revenue authorities have issued three new 7/12 Extracts i.e. (i) 7/12 Extract bearing S.No.145 H.No.B/2 for the area admeasuring 3590 sq.mtrs. and shown by orange colour wash on the plan hereto annexed and marked **Annexure: B** in the name of the Thane Municipal Corporation consisting of the said area admeasuring 1770 sq.mtrs. out of the **said Plot No.27** and the said area admeasuring 1820 sq.mtrs. out of the **said Plot No.28** gone under 40 mtrs. wide D.P. Road, (ii) 7/12 Extract bearing S.No.145 Hissa No.B/3 for the area admeasuring 1440 sq.mtrs. and shown by light green colour wash on the plan hereto annexed and marked **Annexure: B** in the name of the Thane Municipal Corporation consisting of the said area admeasuring 1270 sq.mtrs. out of the **said Plot No.27** and the said area admeasuring 170 sq.mtrs. out of the **said Plot No.28** gone under Park Reservation No.4 and (iii) 7/12 Extract bearing S.No.145 Hissa No.B/1 for the area admeasuring 3260.05 sq.mtrs. and shown by yellow colour wash on the plan hereto annexed and marked **Annexure: B** in your name i.e. Dedhia Builders and Developers (India) LLP consisting of 1184 sq.mtrs. balance area of the **said Plot No.27** and 2076.05 sq.mtrs. balance area of the **said Plot No.28**.

VIII. In view of the above mentioned 1770 sq.mtrs. area of the **said Plot No.27** having gone under D.P. Road and 1270 sq.mtrs. area of the **said Plot No.27** having gone under Park Reservation No.4 you have become the owner of the balance area admeasuring 1184 sq.mtrs. of the **said Plot No.27** and the same is shown by yellow colour wash on the plan hereto annexed and marked **Annexure: A**. Similarly in view of the above mentioned 1820 sq.mtrs. area of the **said Plot No.28** having gone under D.P. Road and 170 sq.mtrs. area of the **said Plot No.28** having gone under Park Reservation No.4 you have become the

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Ref.No.:

owner of the balance area admeasuring 2076.05 sq.mtrs. of the **said Plot No.28** and the same is shown by yellow colour wash on the plan hereto annexed and marked **Annexure: A** in all admeasuring 3260.05 sq.mtrs. and the same is shown by yellow colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described in the Fourth Schedule hereunder written and hereinafter referred to as the **said Property**.

IX. The building plans, elevations, sections, specifications and details of building to be constructed on the **said Property** by consuming and utilising 5379.08 sq.mtrs. F.S.I. consisting of 2771 sq.mtrs. F.S.I. of the **said Property** and 2608.04 sq.mtrs. F.S.I. out of the said 3590 sq.mtrs. area out of the **said Plot No.27** and the **said Plot No.28** which had gone under D.P. Road as mentioned hereinabove had been sanctioned by the Thane Municipal Corporation and the Corrected Development Permission in respect of the **said Plot No.27** and the **said Plot No.28** had been issued on 30th December, 2013 under V.P. No.S06/0134/12/TMC/TDD/1045/13. The Thane Municipal Corporation had also issued the Commencement Certificate bearing V.P. No.S06/0134/12/TMC/TDD/1172/14 dated 20th June, 2014 in respect of the Building A having Stilt + 28 upper floors, elevated R.G.-3 and Club House on Podium having Gr. + 1st Floor (Part).

X. You had also informed us that you are developing Recreation Grounds at three different places on the **said Property** (i) a portion admeasuring 157 sq.mtrs. and marked R.G.1 on the plan hereto annexed and marked **Annexure: B** (ii) a portion admeasuring 360 sq.mtrs. and marked R.G.2 on the plan hereto annexed and marked **Annexure: B** and (iii) a portion admeasuring 1003 sq.mtrs. and marked R.G.3 on the plan hereto annexed and marked **Annexure: B** in all aggregating 1520 sq.mtrs. area of the **said Property**. You had also informed us that you are developing the said Recreation Ground 3 (R.G.3) at the elevated level.

XI. We had issued Public Notices in the newspapers Free Press Journal, Navshakti and Janmabhoomi on 05/05/2014 and Thane Vaibhav on 06/05/2014 in respect of the **said Plot No.27** and the **said Plot No.28** and invited objections and/or claims, if any, from the persons having and/or claiming any share, right, title and interest in the **said Plot No.27** and the **said Plot No.28**. In response to the said public notices we had received only one objection vide notice dated 15/05/2014 sent by Shri Vilas A. Sawant, Advocate on behalf of his client Shri Shilpesh Pramod Patil wrongfully claiming his right in the **said Property** as mentioned in the said notice dated 15/05/2014 which has been replied by us by our letter dated 12/06/2014.

XII. Thereafter in response to the letter dated 12/06/2014 written by us (i.e. Pravin Veera & Co.,) the said Shri Shilpesh Pramod Patil sent a letter dated 10/09/2014 by registered A.D. to us which was received by us on 15/11/2014. We had furnished the photo copy of the said letter dated 10/09/2014 to you. In reply to the said letter dated 10/09/2014 you had sent a reply dated 27th November, 2014 to the said Shri Shilpesh Pramod Patil. You have informed us that till date you have not received any reply to your said letter dated 27th November, 2014. We have considered the claims and contentions raised by the said Shri Shilpesh Pramod Patil carefully and in our opinion they have no substance, they are not valid or sustainable in a Court of Law.

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Ref.No.:

XIII. You had informed us that you have obtained the Loan of Rs.14,00,00,000/- (Rupees Fourteen Crores only) from the Corporation Bank, Thane Branch and by a Deed of Simple Mortgage dated 5th November, 2014 registered with the Sub-Registrar Thane - 5 under No.T.N.N.-5 made between Yourself (therein referred to as the Mortgagor) and the said Corporation Bank (therein referred to as the Mortgagee), you have mortgaged the **said Property** with the Corporation Bank, Thane Branch. You have also informed us that you have also executed the Memorandum of Deposit of Title Deeds on 7th November, 2014 and deposited with the said Corporation Bank, Thane Branch the original title deeds in respect of the **said Plot No.27** and the **said Plot No.28**. You have informed us that except the said Mortgage in favour of the Corporation Bank, Thane Branch you have not created any charge, lien or encumbrance of any nature whatsoever on the **said Property**.

XIV. The said Shri Shilpesh Pramod Patil thereafter filed a Representation to the Government of Maharashtra alleging irregularities allegedly committed by the said Textile Stores and Machinery Co-operative Housing Society as regards the transfers of various sub-plots in the **said Larger Property**. Pursuant to the orders passed by the Hon'ble Bombay High Court in Writ Petition No.3968 of 2015 filed by Shri Shilpesh Pramod Patil and Writ Petition No. 10504 of 2016 filed by the said Lokhandwala Construction Industries Pvt. Ltd. the Principal Secretary, Urban Development Department gave a hearing to the parties and passed an Order dated 2/2/2017 whereby he directed the Collector, Thane to make the necessary entries on 7/12 Extracts regarding the alleged irregularities in transfers made by the said Textile Stores and Machinery Co-operative Housing Society Ltd. contrary to the provision of the Urban Land (Ceiling and Regulation) Act, 1976. The aforesaid order is challenged by M/s. Lokhandwala Construction Industries Pvt. Ltd. in the Hon'ble Bombay High Court by way of Writ Petition No.5298 of 2017 where in the Hon'ble Bombay High Court by an Order dated 4/5/2017 issued notice to the Government of Maharashtra and directed the Government of Maharashtra not to take any coercive action against the part therein on the basis of the said Order dated 2/2/2017 passed by the Principal Secretary, Urban Development Department. You i.e. M/s. Dedhia Builders & Developers (I) LLP have also challenged the said Order by filing Writ Petition No.7694 of 2017 in the Hon'ble Bombay High Court wherein notice is issued by the Hon'ble Bombay High Court to the Principal Secretary, Urban Development Department, State of Maharashtra Collector District of Thane, State of Maharashtra and Shri Shilpesh Pramod Patil, the Respondents by an order dated 11/7/2017. The aforesaid developments in our opinion have no adverse bearing on your title in respect of the **said Property** as of now since the above referred registered Conveyance dated 25th February, 2011 in respect of the **said Plot No.27** and registered Conveyance dated 11th June, 2013 in respect of the **said Plot No.28** along with all the other permission from various statutory authorities including the Thane Municipal Corporation are still holding the field and not challenged. Also due to the repeal of Urban Land (Ceiling and Regulation) Act, 1976 w.e.f. from 29/11/2007 we are of the opinion that the issue of any alleged breaches under Urban Land (Ceiling and Regulation) Act, 1976 allegedly committed by Textile Stores and Machinery Co-operative Housing Society Ltd. may not survive.

XV. By your letter dated 27/07/2017 you have informed us that you have made minor amendment in the building plans and have put up the said further amended plans to the Thane Municipal Corporation and the same have been sanctioned by the Thane Municipal Corporation and the Thane Municipal

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Corporation has issued the Amended Development Permission and Commencement Certificate bearing V.P. No.S06/0134/ 12 TMC/TDD/1425/15 dated 8th June, 2015. As per the said further amended sanctioned plans the consumption of F.S.I. in construction of the said Building EL CANTO is 5301.00 sq.mtrs. i.e. F.S.I. consisting of 2771 sq.mtrs. of the **said Property** and 2530 sq.mtrs. F.S.I. of area gone under 40 mtrs. wide D.P. Road. By your said letter dated 27/07/2017 you have also informed us that except the said Mortgage dated 5th November, 2014 in favour of Corporation Bank and sale of flats in the said Building EL CANTO you have not created any charge or encumbrance on the **said Property**.

XVI. We have caused the searches to be taken in respect of the **said Property** and otherwise investigated your title to the **said Property** and certify that subject to the abovementioned mortgage dated 5/11/2014 of the **said Property** with the Corporation Bank, Thane Branch and subject to what is stated hereinabove and subject to and relying upon the correctness of the statements, representations and assurances made and contained in (i) the said Declaration dated 2nd August, 2011 in respect of the **said Plot No.27** made by the said Shri Soni Ramlal Goyal, (ii) the said Declaration dated 11th June, 2013 in respect of the **said Plot No.28** made by the said Shri Rameshchandra Ramlal Goyal, the Sole Proprietor of M/s. Automatic Wood & Engg. Works (iii) the said Declaration-cum-Indemnity dated 11th June, 2013 executed by the said Shri Mukesh B. Thomare in respect of the **said Plot No.28** and (iv) the said Declaration-cum-Indemnity dated 11th June, 2013 executed by the said Shri Himanshu Asbok Jaimalani, Advocate for the said Shri Rameshchandra Ramlal Goyal in respect of the **said Plot No.28** your title to the **said Property** in our opinion is free from encumbrances, beyond reasonable doubt and as such marketable.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID LARGER PROPERTY)

ALL THOSE piece and parcel of plots of land bearing (i) S.No.145 admeasuring 14 acres 5 gunthas (ii) S.No.146 H.No.1 admeasuring 6 acres 5 gunthas 8 ares (iii) S.No.146 H.No.2 admeasuring 2 gunthas 8 ares (iv) S.No.147 H.No.1 admeasuring 7 acres 5 gunthas (v) S.No.147 H.No.2 admeasuring 3 acres (vi) S.No.148 H.No.3 admeasuring 2 gunthas 8 ares (vii) S.No.152 admeasuring 21 gunthas 4 ares (viii) S.No.153 admeasuring 3 gunthas 8 ares and (ix) S.No.154 admeasuring 20 acres 4 gunthas in all admeasuring 51 acres and 9 ¼ gunthas equivalent to about 2,07,340 sq.mtrs. as per record of rights and 2,06,618.62 sq.mtrs as per actual survey and joint measurement situated at Village Kavesar, Taluka and District: Thane in the Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East : by forest
on or towards West : by Swami Vivekanand Road (formerly known as Ghodbunder Road)
on or towards North : partly by forest and partly by land bearing S.Nos.141/3, 151, 149, 15 feet wide strip of land and S.No.148/1
on or towards South : partly by forest and partly by land bearing S.Nos.142, 143/1, 143/2, 143/3 and 143/4

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THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PLOT NO.27)

ALL THAT piece and parcel of sub-divided plot of land being Plot No.27 admeasuring 5052 sq.yrds. equivalent to 4224 sq.mtrs. forming part of the land bearing S.No.145 out of the said Larger Property of village Kavesar situated at village Kavesar, Taluka, District, Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows :

on or towards East : by Plot No.28 of S.No.145
on or towards West : by Plot No.26 of S.No.145
on or towards North : partly by internal road and partly by S.No.146
on or towards South : by land bearing S.No.143

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PLOT NO.28)

ALL THAT piece and parcel of sub-divided plot of land being Plot No.28 admeasuring 4863 sq.yrds. equivalent to 4066.05 sq.mtrs. forming part of the land bearing S.No.145 out of the said Larger Property of village Kavesar situated at village Kavesar, Taluka, District, Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East : by Plot No.29 of S.No.145 owned by Lokhandwala Construction Industries Pvt. Ltd.
on or towards West : by Plot No.27 of S.No.145 owned by Dedhia Builders and Developers (India) LLP
on or towards North : partly by internal road and partly by S.No.146
on or towards South : by land bearing S.No.143

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PROPERTY)

ALL THAT piece or parcel of land bearing S.No.145 H.No.B/1 admeasuring 3260.05 sq.mtrs. consisting of 1184 sq.mtrs. balance area of the said Plot No.27 and 2076.05 sq.mtrs. balance area of the said Plot No.28 situated at village Kavesar, Taluka, District, Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows :

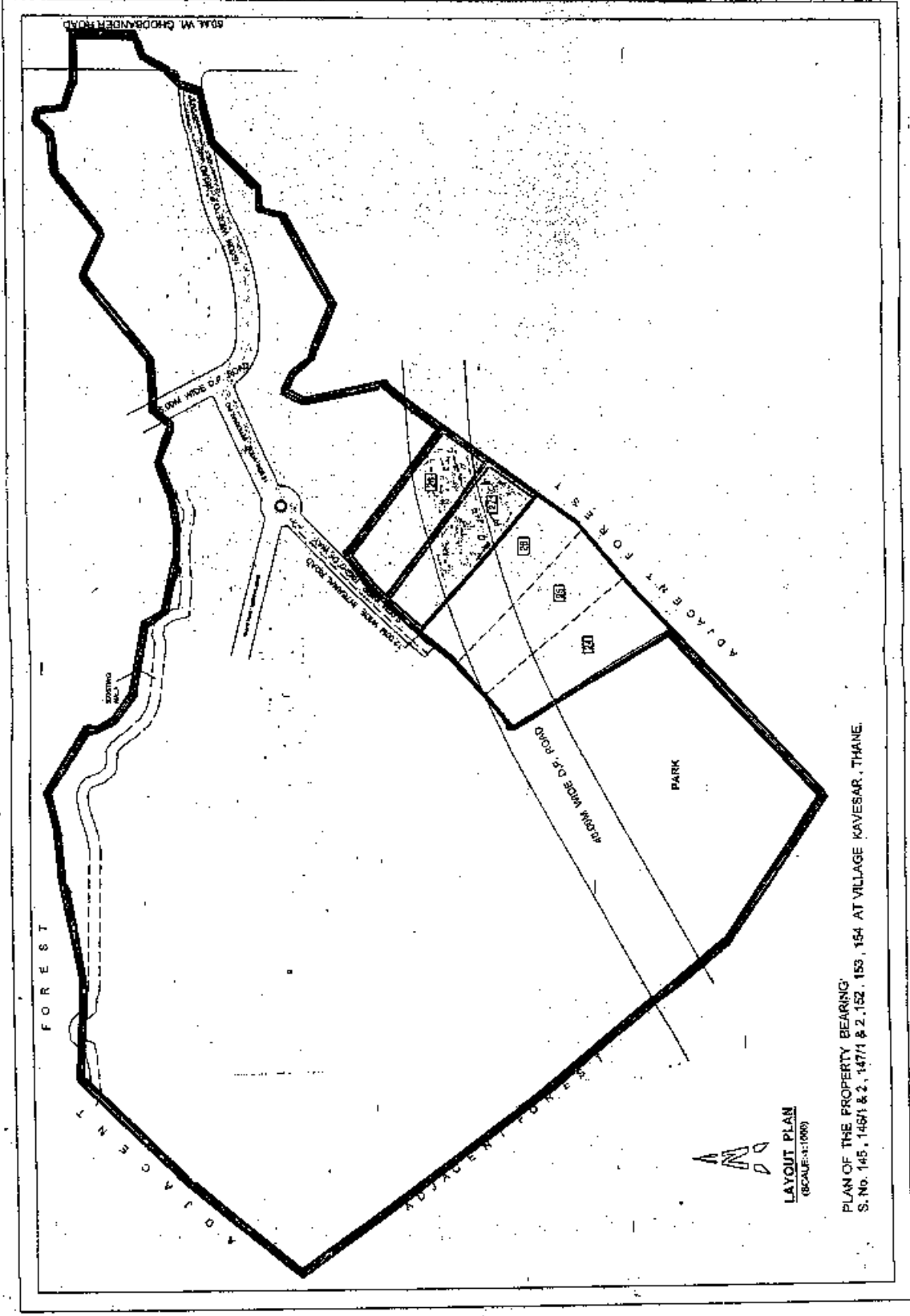
on or towards East : by Plot No.29 of S. No.145
on or towards West : by Plot No.26 of S. No.145
on or towards North : partly by internal road and partly by S. No.146
on or towards South : by area under D.P. Road of S. No.145 H. No.B/2

For **PRAVIN VEERA & CO.**

Pravin Veera

Proprietor

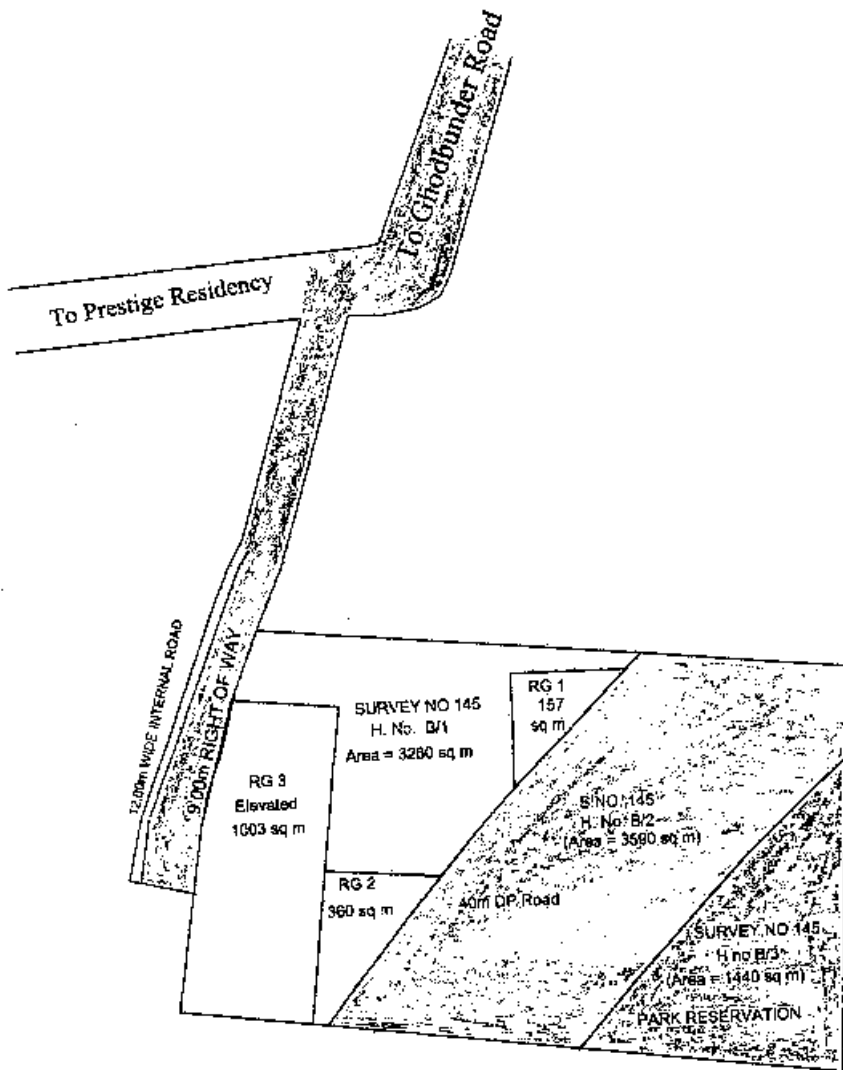
ANNEXURE:- "A"



LAYOUT PLAN
(SCALE: 1:1000)

PLAN OF THE PROPERTY BEARING
S. No. 145, 146/1 & 2, 147/1 & 2, 152, 153, 154 AT VILLAGE KAVESAR, THANE.

ANNEXURE "B"



PLOT BEARING SURVEY NO 145 AT VILLAGE KAVESAR
GB ROAD, THANE.

