

# **Dhirendra D. Singh**

Advocate High Court

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Off: 20, 1<sup>st</sup> Floor, Malad Shopping Center C.H.S. Ltd.S.V. Road,Malad (West),Mumbai - 400 064,  
Tel: 022-67252950: E-Mail- sdk9920@gmail.com

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## **TITLE CERTIFICATE**

### **TO WHOMSOEVER IT MAY CONCERN**

1. Pursuant to a Deed of Conveyance dated 29<sup>th</sup> February 1964, duly registered with the Sub-Registrar of Assurances at Bandra, Mumbai, under Serial No. BND/559 of 1964, made between Mrs. Marie D'Souza nee Marie D'Monte, therein called the Vendor of the one part and (i) Mr. Marian Joseph D'Souza, (ii) Mrs. Ursula Lawrence D'Souza and (iii) Mr. Joseph Francis D'Souza (hereinafter for brevity's sake referred to as "the said Original Owners"), therein called the purchasers of the other part, Mrs. Marie D'Souza nee Marie D'Monte sold, delivered, transferred, assigned and conveyed unto the said original owners, various pieces and parcel of land including the land bearing Survey No.38, Hissa No.1 (Part), corresponding to C.T.S.No.216/A (Part) and 216/A/4 to 11, admeasuring 6,989.5 Sq. Meters or thereabouts, of Village: Valnai, Taluka Borivali, in the Registration District and Sub-District of Mumbai Suburban, situate at Marve Road, Opp. Orlem Church, Malad (west), Mumbai 400064, and more particularly described in the first schedule hereunder written (hereinafter for brevity's sake referred to as

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“the said Property”) at or for the consideration and on the terms and conditions more particularly stated therein.

2. Pursuant to a Deed of Conveyance dated 31<sup>st</sup> May 1965, duly registered with the Sub-Registrar of Assurances at Bandra, Mumbai, under Serial No.BND/1169/1965 made between Mr. Marian Joseph D'souza Alias nee Maria D'souza, therein called the Vendor of one part and Mr. William Paul D'souza, therein called the purchaser of the other part, Mr. Marian Joseph D'souza nee Maria D'souza sold, delivered, transferred, assigned and conveyed unto the said William Paul D'souza portion of said property being piece and parcel of land bearing Survey No.38, Hissa No.1 (Part), corresponding to C.T.S.No.216/A (Part) and 216/A/12 to 14, admeasuring 1064 square yards equivalent to 889.6 Sq. Meters or thereabout of, of Village: Valnai, Taluka Borivali, in the Registration District and Sub-District of Mumbai Suburban, situate at Marve Road, Opp. Orlem Church, Malad (west), Mumbai 400064, and more particularly described in the second schedule hereunder written (hereinafter for brevity's sake referred to as “portion of the said Property”) at or for the consideration and on the terms and conditions more particularly stated therein.

3. Mr. Joseph Francis D'souza died intestate on or about 12<sup>th</sup> July 1967, leaving behind him, his widow Mrs. Mildred Joseph D'souza

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(now since deceased), three sons viz. Mr. Melvyn Joseph D'spuza, Mr. Samson Joseph D'souza and Mr. Romeo Joseph D'souza (now since deceased) and three married daughter viz. Mr. Mavis Joseph D'souza , Mrs. Gladys Rodricks and Mrs. Queenie Vency Drego (now since deceased), as his only heirs and next of kin according to Indian Succession act 1925, as applicable to Indian Christian by which he was governed at the time of his death.

4. Pursuant to Agreement for Sale dated 6<sup>th</sup> March 1974, registered with the Sub-Registrar of Assurance at Bombay under serial no.2386/10/12 of 1974, and made between the said Mr. Marian Joseph D'souza, Mrs. Ursula Lawrence D'souza and Mrs. Mildred wd/o. Joseph Francis D'souza, therein referred to as the Vendors and Mr. Nandlal Lachmandas Peswani (Sole proprietor of M/S Deep Corporation), therein referred to as the purchaser, Mr. Marian Joseph D'souza, Mrs. Ursula Lawrence D'souza and Mrs. Mildred Joseph D'souza agreed to sell, deliver, transfer and assign the land admeasuring 6099.9 square meter forming portion of the said property to Mr. Nandlal Lachmandas Peswani of M/s Deep Corporation, at or for the consideration and on the terms and conditions more particularly stated therein and on execution of the said agreement, Mr. Marian Joseph D'souza, Mr. Ursula Lawrence D'souza and Mrs. Mildred Joseph D'souza, handed over

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possession of the said property to Mr. Nandlal Lachmandas Peswani of M/s Deep corporation.

5. Mr. Marian Joseph D'souza died intestate on or about 17<sup>th</sup> march 1977, leaving behind him 5 children viz. Valerian D'souza (now since deceased), William D'souza (now since deceased), Moras D'souza (now since deceased), Noel D'souza (now since deceased) and Louis D'souza (now since deceased), as his only heirs and next of kin according to Indian Succession Act, 1925, as applicable to Indian Christians, by which he was governed at the time of his death.

6. Mrs. Ursula Lawrence D'souza died intestate at Mumbai on or about 3<sup>rd</sup> November 1993, leaving behind her, Ms. Audrey (a daughter of her predeceased son Late Mr. Oswald alias Ozie alias Osee Lawarncce D'souza who had died on or about 15<sup>th</sup> March 1959), and two daughters viz. Mrs. Beneden Melwyn Drego and Mrs. Magdaline D'Souza ( now since deceased) as her only heirs and next of kin according to the Indian Succession Act 1925, as applicable to Indian Christians, by which she was governed at the time of her death.

7. In or about the year 1996, the disputes had arisen between the heirs of the said original owners and Nandlal Lachmandas Peswani

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of M/s. Deep Corporation and therefore, Mr. Nandlal Lachmandas Peswani of M/s. Deep corporation filed a suit in the High Court of Judicature at Bombay, being suit no. 3338 of 1996 against the then surviving heirs of the said original owners and others for specific performance of the said Agreement for sale dated 6<sup>th</sup> March 1974 and for various other reliefs.

8. By the Consent Terms dated 2<sup>nd</sup> May 2012, filed on the same day in the said Suit no. 3338 of 1996, Mr. Nandlal Lachmandas Peswani of M/s Deep corporation, with the consent and confirmation of the majority of the then surviving heirs of the said original owners, transferred, assigned, surrendered, released and relinquished all his rights, title and interest under the said agreement for sale dated 6<sup>th</sup> March 1974 of land admeasuring 6099.9 square meter forming portion of the said property , unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein and on signing of the said consent terms Mr. Nandlal Lachmandas Peswani of M/s. Deep corporation put M/s. Shreeji Construction in possession of the said property described in the first schedule;

9. By a Deed of Conveyance dated 27<sup>th</sup> April 2012, registered with the Sub-Registrar, Borivali-2 at Mumbai, under serial no. BDR-

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5/6370/2012 on 21<sup>st</sup> July 2012, Mrs. Deena Noel D'souza (widow and the sole surviving heir of Late Mr. Noel Marian D'souza who died on or about 16<sup>th</sup> July 1982), sold, transferred and conveyed her undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein ;

10. By a Deed of Conveyance dated 4<sup>th</sup> July 2012, registered with the sub-registrar, Borivali-2 Mumbai, under serial no. BDR-5/5829/2012 on 4<sup>th</sup> July 2012, Mrs. Eva Peter Patel (daughter and one of the surviving heir of Late Mrs. Magdaline Mathew D'souza who died on or about 31<sup>st</sup> October 2007), sold, transferred and conveyed her undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.

11. By a Deed of Conveyance dated 27<sup>th</sup> August 2012, registered with the sub-registrar, Borivali-2 Mumbai, under serial no. BDR-5/7327/2012 on 4<sup>th</sup> September 2012, Mr. Joseph Mathew D'souza (son and the only remaining surviving heir of Late Mrs. Magdaline Mathew D'souza), sold, transferred and conveyed her undivided share; right, title and interest in the said property, unto and in

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favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.

12.By a Deed of Conveyance dated 26<sup>th</sup> July 2012, registered with the Sub-Registrar, Borivali-2 Mumbai, under serial no. BDR-5/6877/2012 on 4<sup>th</sup> September 2012, Mr. Ralph William D'souza, Ms. Balbina Alias Balwina Michel D'souza, Mr. Christopher William D'souza, Mr. Freddy William D,souza, Ms. Evon Alias Yvonne Aguiar, Mr. Kenneth William D'souza and Mr. Glen William D,souza (children and the only surviving heirs of late Mr. Wiliam D'souza who died on or about 18<sup>th</sup> February 1985), sold, transferred and conveyed her undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.

13.By a Deed of Conveyance dated 16<sup>th</sup> August 2012, registered with the Sub-Registrar, Borivali-2 Mumbai, under serial no. BDR-5/7073/2012 on 16<sup>th</sup> August 2012, Mr. Melvyn Joseph D'souza, Mr. Samson Joseph D'Souza, Mrs. Mavis Joseph D'Souza, Mrs. Gladys Rodrick, Mr. Calistus Vency Drego, Mr. Savio Calistus Drego and Mrs. Cindrella Lorence Soares (the only surviving heirs of late Mr. Joseph Francis D'souza), sold, transferred and conveyed her

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undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.

14. By a Deed of Conveyance dated 1<sup>st</sup> September 2012, registered with the Sub-Registrar, Borivali-2 Mumbai, under serial no. BDR-5/7555/2012 on 1<sup>st</sup> September 2012, Mrs. Benedin Melwyn Drego (daughter and one of the surviving heir of late Mrs. Ursula Lawrence D'souza who died on or about 3<sup>rd</sup> November 1993), with the consent and confirmation of her sons Mr. Gilbert Melwyn Drego and Mr. Daxtin alias Glaxan Melwyn Drego, sold, transferred and conveyed her undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.

15. By a Deed of Conveyance dated 8<sup>th</sup> October 2012, registered with the Sub-Registrar, Borivali-2 Mumbai, under serial no. BDR-5/8642/2012 on 8<sup>th</sup> October 2012, Mrs. Audrey Dinesh Kanakal Nee Ms. Audrey Mary (Grand Daughter and the only remaining surviving heir of Late Mrs. Ursula Lawrence D'souza), sold, transferred and conveyed her undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji



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Construction, at or for the consideration and on the terms and conditions more particularly recorded therein;

16. By the Consent Terms dated 21<sup>st</sup> October 2013 in Suit No. 140 of 2013 in the High Court of Judicature at Bombay, filed between Mr. Ralph William D'souza and others being the only heirs and next of kin of William Paul D'Souza according to Indian Succession act 1925, as applicable to Indian Christian by which he was governed at the time of his death and M/S Shreeji Constructions, the said Mr. Ralph William D'souza and others have agreed to sell, transfer and convey their undivided share, right, title and interest in the land bearing C.T.S.Nos.216/A (Part), 216/A/12 to 14, admeasuring 1064 Sq. yards equivalent to 889.6 Sq. Mts. or thereabouts forming part of the said property and described in the Second Schedule Property, which they claim through their predecessor-in-title ( Mr. Willaim Paul D'Souza) under said registered conveyance deed dt. 31<sup>st</sup> May 1965, unto and in favour of M/S Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein;

17. Prior to the execution of the said Deed of Conveyance dated 1<sup>st</sup> September 2012 by Mrs. Benedin Melwyn Drego in favour of M/s. Shreeji Construction, by an Agreement for Development dated 18<sup>th</sup> March 2008, registered with the Sub-Registrar of Assurances,

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Borivali-1 (Bandra), Mumbai, under Serial No. BDR-2/4832/2008, Mrs. Benedine Melwyn Drego and her sons Mr. Gilbert Melwyn Drego and Mr. Dexin Melwyn Drego, purportedly granted the development rights in respect of the said property wrongfully describing the same as half of 1/3<sup>rd</sup> undivided share i.e. admeasuring 2033.33 Sq. Mts., unto and in favour of one Mr. Jagat M. Parikh a sole proprietor of M/s. Rushabh Enterprises (hereinafter referred for the sake of brevity to as "Jagat Parikh"), at or for the alleged consideration and on the terms and conditions more particularly stated therein.

18. Similarly, prior to the execution of the said Deed of Conveyance dated 4<sup>th</sup> July 2012 by Mrs. Eva Peter Patel and Deed of Conveyance dated 27<sup>th</sup> August 2012 by Mr. Joseph Mathew D'souza, respectively, in favour of M/s. Shreeji Construction, by an Agreement for Development dated 18<sup>th</sup> March 2008, registered with the Sub-registrar of Assurances, Borivali-1 (Bandra), Mumbai, under Serial No. BDR-2/4833/2008, Mr. Joseph Mathew D'souza and Mrs. Eva Peter Patel, purportedly granted the development rights in respect of the said property wrongfully describing the same as half of 1/3<sup>rd</sup> undivided share i.e. 2033.33 Sq. Mts., unto and in favour of Jagat Parikh, at or for the alleged consideration and on the terms and conditions more particularly stated therein.

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19. Similarly, prior to the execution of the said Deed of Conveyance dated 16<sup>th</sup> August 2012 by Mr. Melvyn Joseph D'souza and 6 others and Deed of Conveyance dated 26<sup>th</sup> July 2012, by Mr. Ralph William D'souza and 8 others in favour of M/s. Shreeji Construction, by an Agreement for Development dated 18<sup>th</sup> August 2008, registered with the Sub-registrar of Assurances, Borivali-6, Mumbai, under serial no. BDR-12/8616/2008, Melwyn Joseph D'souza, Mrs. Mavis Joseph D'souza, Mrs. Gladys Rodrick and Mrs. Virgin William D'souza (Widow of Mr. William D'souza, as she was then alive and now since deceased) purportedly granted the development right in respect of the said property wrongfully describing the same as 1/3<sup>rd</sup> undivided share i.e. 2033.33 Sq. Mts., unto and in favour of Jagat Parikh, at or for the alleged consideration and on the terms and conditions more particularly stated therein.

20. After the death of Jagat Parikh, who died on 26<sup>th</sup> June 2014, by an Affidavit-cum-Declaration dated 20<sup>th</sup> October 2014, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under serial no. BRL-7/8612/2014, made by Mrs. Benedine Melwyn Drego, Mr. Gilbert Melwyn Drego and Mr. Dexin Melwyn Drego, the said Development Agreement dated 18<sup>th</sup> March 2008 made between them and Jagat Parikh has been declared as null and void for want consideration and other reasons more particularly

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stated therein. By the said Affidavit-cum-Declaration, Mrs. Benedine Melwyn Drego and 2 others have declared the said Development Agreement dated 18<sup>th</sup> March 2008 as duly cancelled, terminated and withdrawn. Prior to the making and registering the said Affidavit-Cum-Declaration, Mrs. Beneline Melwyn Drego and 2 others had caused to issue the public notice in the local news paper through their Advocate on 9<sup>th</sup> October 2014, though however no claim or objection was received by their Advocate in response to the said public notice.

21. Similarly, by an Affidavit-Cum-Declaration dated 20<sup>th</sup> October 2014, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Serial No.BRL-7/8615/2014, made by Mr. Joseph Mathew D'souza and Mrs. Eva Peter Patel, the said Development Agreement dated 18<sup>th</sup> March 2008 made between them and Jagat Parikh has been declared as null and void for want of consideration and other reasons more particularly stated therein. By the said Affidavit-Cum-Declaration, Mr. Joseph Mathew D'souza and Mrs. Eva Peter Patel have declared the said Development Agreement dated 18<sup>th</sup> March 2008 as duly cancelled, terminated and withdrawn. Prior to the making and registering the said Affidavit-Cum-Declaration, Mr. Joseph Mathew D'souza and Mrs. Eva Peter Patel had caused to issue the public notice in the local news paper through their Advocate on 9<sup>th</sup> October 2014,

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through however no claim or objection was received by their Advocate in response to the said public notice.

22. Similarly, by an Affidavit-Cum-Declaration dated 20<sup>th</sup> October 2014, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Serial No.BRL-7/8616/2014, made by Melwyn Joseph D'souza, Mrs. Mavis Joseph D'souza, and Mrs. Gladys Rodrick and Mr. Ralph William D'souza, Ms Balbina Alias Balwina Michael D'souza, Mr. Chistopher William D'Souza, Me. Godfrey Willaim D' Souza, Ms. Androse Sergio D'Ssouza, Mr. Freddy William D'souza, Ms. Evon Alias Yvonne Aguiar, Mr. Kenneth William D'souza and Mr. Glen William D'souza (children and the only surviving heirs of late Mrs. Virgin William D'souza who died on or about 8<sup>th</sup> July 2011), the said Development Agreement dated 18<sup>th</sup> August 2008 made between Melwyn Joseph D'souza, , Mrs. Mavis Joseph D'souza, Mrs. Gladys Rodrick and Mrs. Virgin William D'souza and Jagat Parikh has been declared as null and void for want of consideration and other reasons more particularly stated therein. By the said Affidavit-Cum-Declaration, Melvyn Joseph D'souza and 11 others have declared the said Development Agreement dated 18<sup>th</sup> August 2008 as duly cancelled, terminated and withdrawn. Prior to the making and registering the said Affidavit-Cum-Declaration, Melvyn Joseph D'souza and 11 others had caused to issue the public notice in the local news paper

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through their Advocate on 9<sup>th</sup> October 2014, through however no claim or objection was received by their Advocate in response to the said public notice.

23. In the circumstances, M/s. Shreeji Construction have acquired undivided share, right, title and interest in the said property in pursuance of the aforesaid registered Deed of Conveyance and are also entitled to develop the said property in pursuance of the said Agreement for sale dated 6<sup>th</sup> March 1974, as the assignee and transferee of interest of Mr. Nandlal Lachmandas Peswani of M/s. Deep Corporation.

24. Accordingly, in my opinion, subject to what is stated hereinabove and herein after , the title of M/s. Shreeji Construction to an extent of undivided shares, right, title and interest purchased and acquired by them under the afore stated various Deeds of Conveyance in the said property is clear, marketable and free from encumbrances and are entitled to develop the said property.

25. GENERAL.

a) for the propose of this opinion I have assumed

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- i. the legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to me as certified or photo copies.
- ii. that there have been no amendments or changes to the documents examined by me.
- iii. the accuracy and completeness of all the factual representations made in the documents.
- iv. all prior title documents have been adequately stamped and registered.

b) for the proposes of this opinion I have relied upon information relating to

lineage on the basis of revenue records and information provided to me by M/S Shreeji Construction

c) for the proposes of this opinion I have relied upon.

- i. copy of the documents produced before me by M/S Shreeji Construction

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ii. death certificates of the persons mentioned herein  
above

iii. copy of property registered cards.

d) certificate determination, notification, opinion or the like will  
not be binding on a Indian Court or any Arbitrator or Judicial  
or Regulatory Body which would have to be independently  
satisfied despite any provisions in title documents to the  
contrary.

e) I am not certifying the boundaries of the above property nor I  
am qualified to express my opinion on physical identification  
at the said property.



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## **SCHEDULE REFERRED HEREIN ABOVE**

ALL THAT piece or parcel of land or ground bearing Survey No.38, Hissa No.1 (Part), corresponding to C.T.S. No. 216/A (Part) and 216/A/1 to 14, admeasuring 6,989.5 Sq. Meters or thereabout, of Village Valnai, Taluka Borivali, In the Registration District and Sub-District of Mumbai Suburban, situate at Marve Road, Opp. Orlem Church, Malad (West), Mumbai-400064.

Dated this 27<sup>th</sup> day of July 2017

Yours Faithfully,



Advocate ( D.D.Singh)