



VIJAY G. GANGAN

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ADVOCATE HIGH COURT

Another portion of Old Survey No. 94 Part, New Survey No. 104 Part measuring 0.49.1 hectares (4,910 square meters) was owned and possessed by Mr. Peter Kitan Gomes, Mr. Johny Kitan Gomes, Mr. Vijay Kitan Gomes, Smt. Gracy Anton D'Souza, Smt Agnes Kitan Gomes, Smt. Shaila Kitan Gomes, Smt. Lusan Kitan Gomes and their names were recorded as the owners of the said land as seen from the revenue records (7x12 extracts) for the year 1980-81.

By an **Agreement for sale** dated **19th June, 1982** Mr. Peter Kitan Gomes, Mr. Johny Kitan Gomes, Mr. Vijay Kitan Gomes, Smt. Gracy Anton D'Souza, Smt. Agnes Kitan Gomes, Smt. Shaila Kitan Gomes, Smt. Lusan Kitan Gomes agreed to sell the said land bearing of Old Survey No. 94 Part, New Survey No. 104 Part measuring 0.49.1 hectares to SLDC for a consideration of Rs.75,504/-. Simultaneously with the entering into the Agreement, SLDC paid a sum of Rs. 5000/- as an earnest money to Mr. Peter Kitan Gomes and others and agreed to pay the balance consideration at the time of execution of Sale Deed in its favour.

As mentioned in Para above the Collector, Thane vide his Order No. REV.DESK.I.NAP.VIL.SR.491 dated 31st December, 1982 permitted to use the said land bearing Old survey No.94 Part, New Survey No. 104 Part measuring 0.49.1 hectares for non-agricultural use and also sale and purchase of the said land.

Thereafter, Mr. Peter Kitan Gomes, Mr. Johny Kitan Gomes, Mr. Vijay Kitan Gomes, Smt. Gracy Anton D'Souza, Smt Agnes Kitan Gomes, Smt. Shaila Kitan Gomes, Smt. Lusan Kitan Gomes executed a registered **Indenture of Conveyance** dated **20th March, 1986** (Document No. Vasai - 671 of 1986) and sold the non-agricultural land bearing Old Survey No. 94 Part, New Survey No. **104 Part measuring 0.49.1 hectares i.e. 4,910 square meters** to SLDC for a consideration of Rs. 75,504/- the receipt thereof was acknowledged in the said Indenture of Conveyance and possession of the said land was delivered to SLDC.

Survey NO. 135 (0.53.9 hectares).

The land bearing Old Survey NO.433, New Survey No. 135 measuring 0.53.9 hectares (5390 square meters) was owned and possessed by Smt. Vithabai Babu Shinwar (Patil), Mr. Barkya Babu Shinwar (Patil), Mr. Balkrishna Babu Shinwar (Patil), Smt. Venubai Waman Shinwar (Patil),

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Smt. Kashinai Ramesh Shinwar (Patil) and Smt. Zingubai Babu Shinwar (Patil) alias Mrs. Sita Mahendra Patil and their names were recorded as the owner of the said land as seen from the revenue record (7X12 extracts) for the years 1980-81. However, since the land was of new tenure, permission of the State Government was required to be obtained prior to sale of the said land and the expenditure for the same was agreed to be bore by SLDC.

The Commissioner, Konkan Division in exercise of powers vested in him vide Revenue and Forest Department's Resolution No. LND-1083/27925/CR-3671-G-6 dated 8th September, 1983 sanctioned sale of the said land vide his order No. RS.DESK.2.LND(II) CR-959 dated 3rd November, 1987 and directed Smt. Vithabai Babu Shinwar (Patil), Mr. Barkya Babu Shinwar (Patil), Mr. Balkrishna Babu Shinwar (Patil), Smt. Venubai Waman Shinwar (Patil), Smt. Kashinai Ramesh Shinwar (Patil) and Smt. Zingubai Babu Shinwar (Patil) alias Mrs. Sita Mahendra Patil to pay a sum of Rs. 3,23,383.60 to the Government. Smt. Vithabai Babu Shinwar (Patil), through SLDC, paid the said amount on 13th November, 1987 as seen from receipt No.7243185 dated 16th December, 1987.

Thereafter, Smt. Vithabai Babu Shinwar (Patil), Mr. Barkya Babu Shinwar (Patil), Mr. Balkrishna Babu Shinwar (Patil), Smt. Venubai Waman Shinwar (Patil), Smt. Kashinai Ramesh Shinwar (Patil) and Smt. Zingubai Babu Shinwar (Patil) alias Mrs. Sita Mahendra Patil executed a registered **Indenture of Conveyance dated 25th November, 1987** (Documents No. Vasai-2570 of 1987) and sold the land bearing Old Survey No. 433, New Survey No. 135 measuring 0.53.9 to SLDC for a consideration of Rs. 5,16,804.64 (Rs.3,23,383.60 paid to the Government and Rs. 1,93,421.05 paid to the Vendors), the receipt thereof was acknowledged in the said Indenture of Conveyance and possession of the said land was delivered to SLDC.

However, Smt. Vithabai Babu Shinwar (Patil) raised the dispute on execution of Sale Deed dated 25th November, 1987 (document No. 2570 of 1987) though the possession of the land bearing New Survey NO. 135 measuring 0.53.9 was with SLDC. Mr. Vijatkumar C. Kamdar, a present Partner of SLDC resolved the dispute with Smt. Vithabai Babu Shinwar (Patil), Mr. Barkya Babu Shinwar (Patil), Mr. Balkrishna Babu Shinwar (Patil), Smt. Venubai Waman Shinwar (Patil), Smt. Kashinai Ramesh Shinwar (Patil) and Smt. Zingubai Babu Shinwar (Patil) alias Mrs. Sita Mahendra Patil entered into an Agreement to Sell dated 5th May, 2003 with Mr. Vijaykumar C. Kamdar agreeing to sell land bearing New

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Survey No. 135 measuring 0.53.9 to him/SLDC. The Revenue and Forest Department, Government of Maharashtra vide its letter No. Scheduled Tribe/2705/Case No. 1675/L-9 dated 22nd August, 2005 clarified that while granting permission dated 3rd November, 1987 under Sections 36 and 36A of Maharashtra Land Revenue Code, the Commissioner, Konkan Division had considered the unearned value of the said land to be paid to the State Government, as such no review of the terms and conditions of the said order was required.

Smt. Vithabai Babu Shinwar (Patil) died and her share in the land bearing New Survey No. 135 devolved on her heirs namely Mr. Barkya Babu Shinwar (Patil), Mr. Balkrishna Babu Shinwar (Patil), Smt. Venubai Waman Shinwar (Patil), Smt. Kashinai Ramesh Shinwar (Patil) and Smt. Zingubai Babu Shinwar (Patil) alias Mrs. Sita Mahendra Patil.

In order to enjoy and occupy peacefully the land bearing New Survey No. 135 after execution of Sale Deed in favour of Mr. Vijaykumar C. Kamdar, the landowners, Mr. Barkya Babu Shinwar (Patil), Mr. Balkrishna Babu Shinwar (Patil), Smt. Venubai Waman Shinwar (Patil), Smt. Kashinai Ramesh Shinwar (Patil) and Smt. Zingubai Babu Shinwar (Patil) alias Mrs. Sita Mahendra Patil agreed to provide, at their own cost, infrastructure facilities to the said land such as access through adjacent properly, drainage facility etc. For the purpose Mr. Barkya Babu Shinwar (Patil), Mr. Balkrishna Babu Shinwar (Patil), Smt. Venubai Waman Shinwar (Patil), Smt. Kashinai Ramesh Shinwar (Patil) and Smt. Zingubai Babu Shinwar (Patil) alias Mrs. Sita Mahendra Patil entered into a Facility Providing Agreement dated 6th May, 2006 (Document No. VSE-3-3902 of 2006) with SLDC and Shree Project Management & Control Private Limited and agreed to pay Rs. 89,03,638/- to SLDC and Shree Project Management & Control Private Limited to provide infrastructure facility to the land bearing New Survey No. 135 and other hands.

Mr. Barkya Babu Shinwar (Patil), Mr. Balkrishna Babu Shinwar (Patil), Smt. Venubai Waman Shinwar (Patil), Smt. Kashinai Ramesh Shinwar (Patil) and Smt. Zingubai Babu Shinwar (Patil) alias Mrs. Sita Mahendra Patil executed Sale Deed dated **6th May, 2006** (Document No. VSE-3-3904 of 2006) in favour of Mr. Vijaykumar C. Kamdar and sold the land bearing New Survey No. 135 measuring 0.53.9 hectares for the aggregate consideration of Rs. 1,30,71,170/- (including Rs. 3,23,383.60 paid to the State Government) of which sum of Rs. 89,03,638/- was to be paid to SLDC for the infrastructure facilities provided to the land of the

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landowners under Agreement dated 6th November, 2006 (Document No. 3902 of 2006). It was mentioned in the said Sale Deed that SLDC agreed to acquire 5-6 acres of land in Thane District as may be selected by the landowners and transfer it in their names or their nominee and for compliance of the same, Rs. 5,00,000/- was kept deposited with Mr. Vijaykumar Kamdar.

Observations : Though the land was purchased in the names of Mr. Vijaykumar C. Kamdar, the sale consideration was paid from the funds of SLDC and the land was purchased for their business carried by and under the name of SLDC and therefore belongs to SLDC. SLDC has been in continuous possession of the said land since 2006, and hence SLDC's title is clear and marketable. We understand that instead of acquisition of 5/6 acres of land in the name of the landowners or their nominee, they took back amount of Rs. 5,00,000/- from Mr. Vijaykumar Kamdar.

Survey No. 136 (1.47.7 hectares).

The land bearing Old Survey No. 98, New Survey No. 136 Part was having area of 1.47.7 hectares out of which the land measuring 0.43.5 hectares was owned and possessed by Mr. Nathu Ramji Jadhav and his name was recorded as the owner of the said land as seen from the revenue records (7x12 extracts) for the year 1980-81.

Another portion of land measuring 0.14.1 hectares in Old Survey No. 98 part, New Survey No. 136 part was owned and possessed by Mr. Manu Atu Soz and his name was recorded as the owner of the said land as seen from the revenue records (7x12 extracts) for the years 1980-81.

Another portion of land measuring 0.55.7 hectares in Old Survey No. 98 part, New Survey No. 136 part was owned and possessed by Mr. Dattatray Gajanan Joshi and his names was recorded as the owners of the said land as seen from the revenue records (7x12 extracts) for the years 1980-81.

Another portion of land measuring 0.34.4 hectares in Old Survey No. 98 part, New Survey No. 136 part was owned and possessed by Mr. Motya Farsha Ghosal and his names was recorded as the owners of the said land as seen from the revenue records (7x12 extracts) for the years 1980-81.

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By an **Agreement for sale** dated **8th October, 1982** Mr. Nathu Ramji Jadhav agreed to sell the said land bearing Old Survey No. 98, New Survey No. 136 measuring 0.43.5 hectares to SLDC for a consideration of Rs. 78,045/-. SLDC paid a sum of Rs. 1,500/- as an earnest money and agreed to pay the balance consideration at the time execution of Sale Deed in its favour.

By an **Agreement for sale** dated **20th June, 1982** Mr. Manu Atu Soz agreed to sell the said land bearing Old Survey No. 98, New Survey No. 136 measuring 0.14.1 hectares to SLDC for a consideration of Rs.22,022/-. SLDC paid a sum of Rs.2,000/- as an earnest money and agreed to pay the balance consideration at the time execution of Sale Deed in its favour.

By an **Agreement for sale** dated **20th June, 1982** Mr. Dattatray Gajanan Joshi agreed to sell the said land bearing Old Survey No. 98, New Survey No. 136 measuring 0.55.7 hectares to SLDC for a consideration of Rs.86,515/-. SLDC paid a sum of Rs.5,000/- as an earnest money and agreed to pay the balance consideration at the time execution of Sale Deed in its favour.

By an **Agreement for sale** dated **10th February, 1982** Mr. Motya Farsha Ghosal agreed to sell the said land bearing Old Survey No. 98, New Survey No. 136 measuring 0.34.4 hectares to SLDC for a consideration of Rs. 37,026/-. SLDC paid a sum of Rs. 5,000/- as an earnest money and agreed to pay the balance consideration at the time execution of Sale Deed in its favour.

As mentioned in para 1.1 above the Collector, Thane vide his order No. REV.DESK.I.NAP.VII.SR.491 dated 31st December, 1982 permitted to use the said land for non-agricultural use as also sale and purchase of the said land.

Thereafter, Mr. Nathu Ramaji Jadhav executed a registered **Indenture of Conveyance** dated **16th May, 1986** (Document No. VRT - 279 of 1986) and sold the non-agricultural land bearing Old Survey No. 98 Part, New Survey No. **136 Part** measuring **0.43.5 hectares** i.e. 4350 square meters to SLDC for a consideration of Rs.78,045/- the receipt thereof was acknowledged in the said Indenture of Conveyance and possession of the said land was delivered to SLDC.

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Mr. Manu Atu Soz executed a registered **Indenture of Conveyance** dated **14th May, 1986** (Document No. VRT - **239 of 1986**) and sold the non-agricultural land bearing Old Survey No. 98 Part, New Survey No. **136 Part** measuring **0.14.1 hectares** i.e. 1,410 square meters to SLDC for a consideration of Rs.22,022/- the receipt thereof was acknowledged in the said Indenture of Conveyance and possession of the said land was delivered to SLDC.

Mr. Dattatray Gajanan Joshi executed a registered **Indenture of Conveyance** dated **16th May, 1986** (Document No. VRT - **278 of 1986**) and sold the non-agricultural land bearing Old Survey No. 98 Part, New Survey No. **136 Part** measuring **0.55.7 hectares** i.e. 5,570 square meters to SLDC for a consideration of Rs.86,515/- the receipt thereof was acknowledged in the said Indenture of Conveyance and possession of the said land was delivered to SLDC.

Mr. Motya Farsha Ghosal executed a registered **Indenture of Conveyance** dated **15th July, 1986** (Document No. VRT - **371 of 1986**) and sold the non-agricultural land bearing Old Survey No. 98 Part, New Survey No. **136 Part** measuring **0.34.4 hectares** i.e. 3,440 square meters to SLDC for a consideration of Rs.37,026/- the receipt thereof was acknowledged in the said Indenture of Conveyance and possession of the said land was delivered to SLDC.

SLDC got a layout of the said land and other lands being purchased by it and constructed the buildings thereon. The said land has been re-numbered as Survey No. 136. SLDC made plots of various areas and SLDC's name has been recorded as the owner of the said Plots vide Mutation Entry No. 294 dated 20th October, 1987 except Plot Nos. 40 P, 95 P and 96 P. Subsequently, CIDCO vide its order No. CIDCO/VVSR/RDP/BP-3145//W/5723 dated 28th January, 2010 approved the revised layout of Sri Prastha and the Plot Nos. 146 and 147 forms the part of land bearing Survey Nos. 103 Part (12,440 square meters), 104 Part (9,560.75 square meters), 135 Part (5390 square meters) and 136 Part (14,770 square meters) in Sector VII of Sri Prastha Housing Complex Layout.


(Vijay G. Gangan)
Advocate High Court



Place : Mumbai

Date : 01.06.2021



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Annexure: Sl.No.5

Details of encumbrances recorded.

We have carried out the searches in the offices of the Sub-Registrar of Assurances, for past 30 (thirty) years from 1989 till 4th February, 2020. The records of computerized print copies of Index II is not maintained properly and is kept in untidy & loose manner hence on the basis of available record of the searches conducted, we observe the following encumbrances recorded :-

- a) Mortgage Deed dated 12th May, 2004 (Document No. Vasai-3-3420 of 2004) executed by M/s. Silver Land Development Corporation in favour of Vasai Vikas Sahakari Bank Limited to secure loan of Rs.1.40 crores on land bearing Survey Nos. 136+137+150- Plot No. 41, Area - 756 Sq. mtrs, Plot No. 42, Area - 756 sq. mtrs., Plot No. 91, Area - 720 sq. mtrs., Plot No. 92, Area - 720 sq.mtrs., Plot No. 93, Area - 720 sq. mtrs., Plot No. 94, Area - 720 sq.mtrs., Plot No. 97, Area - 720 sq. mtrs., Plot No. 98, Area - 720 sq. mtrs., Plot No. 99, Area - 720 sq. mtrs., Plot No. 100, Area - 720 sq. mtrs. Of Village Nilmore, Tal. Vasai (does not form part of the said Properties);
- b) Development Agreement dated 14th November, 2006 (Documents No. Vasai-3-9677 of 2006) in favour of Mr. Chamanlal H. Gupta, Mr. Vishal Chamanlal Gupta in respect of Survey No.150 part Plot Nos. 89, 90, 101 and 102 (does not form part of the said Properties);
- c) Development Agreement dated 17th October, 2007 (Documents No. Vasai-3-10699 of 2007) in favour of Mr. Sunil Chamanlal Gupta in respect of Survey No.150 part Plot Nos. 89, 90, 101 and 102 (does not form part of the said Properties);
- d) Agreement dated 29th March, 2008 (Document No. VSE-3-3596 of 2008) entered into between SLDC and M/s. Shree Swastik Land development Corporation with Shri Popatlal Murji Buricha Charitable Trust in respect of Plot No. 1 to 218, 228 to 233, 236 to 241 Open Land, Survey No. 30 to 41, 94 to 99, 101,103 to 110, 114 to 119, 121, 122, 434, 441, 442, 447 to 458B, New Survey No. 56 to 58, 90 91 part, 92 to 95, 98 to 104, 135 to 137, 148 to 157, 165 to 171, 173, 178, total area 3,25,211.54 square meters out of this New Survey No. 102 Part to 104 part, 136, part and 150 Part and Plot No. 141 part to 152 Part (Area 18635.73 square meters);



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- e) Mortgage Deed dated 18th April, 2009 (Document No. Vasai-3-3429 of 2009) executed by Shri Popatlal Murji Buricha Charitable Trust in favour of The Cosmos Co-operative Bank Limited to secure the loan of Rs.12 crores on Plot Nos.141 (Part) to New Survey No. 56 to 58, 90, 91 parts, 92 to 95, 98 to 104, 135 to 137, 148 to 157, 165 to 171, 173, 178 total area 325211.54 sq. mtrs. OPut of this New Survey No. 102 Part to 104 Part, 136 Part and 150 Part and Plot No. 141 to 152 measuring 18635.73 sq.mtrs. Village Nilmore, Tal. Vasai;
- f) Mortgage Deed dated 3rd July, 2010 (Document No. Vasai-3-10855 of 2010) executed by Shri Popatlal Murji Buricha Charitable Trust in favour of The Cosmos Co-operative Bank Limited to secure the loan of Rs.8 crores on the immovable property at Village Nilmore, Tal. Vasai, described at Page 25 of Indenture of Mortgage;

Observations: The Indentures of Mortgages dated 18th April, 2009 (Document No. Vasai-3-3429 of 2009) and dated 3rd July, 2010 (Document No. Vasai-3-10855 of 2010) has been satisfied and Deed of Re-conveyance dated 25th March, 2015 (Document No. VSE-3-2556 of 2015) has been executed by The Cosmos Co-operative Bank Limited in favour of M/s. Shri Popatlal Murji Buricha Charitable Trust.

- g) Mortgage Deed dated 28th April, 2009 (Document No. Vasai-3-3100 of 2009) executed by M/s. Silver Land Development Corporation in favour of Vasai Vikas Sahakari Bank Limited to secure its loan on Survey no. **136+137+150** Plot No. 41, Area - 756 Sq. mtrs, Plot No. 42, Area - 756 sq. mtrs., Plot No. 91, Area - 720 sq. mtrs., Plot No. 92, Area - 720 sq.mtrs., Plot No. 93, Area - 720 sq. mtrs., Plot No. 94, Area - 720 sq.mtrs., Plot No. 97, Area - 720 sq. mtrs., Plot No. 98, Area - 720 sq. mtrs., Plot No. 99, Area - 720 sq. mtrs., Plot No. 100, Area - 720 sq. mtrs. Of Village Nilmore, Tal. Vasai;
- h) Re-conveyance of Mortgage dated 4th August, 2009 (Docuemt No. Vasai-2-6638 of 2009) executed by Vasai Vikas Sahakari Bank Limited in favour of M/s. Silver Land Development Corporation of the land bearing Survey No. 136+137+150 Plot No. 41, Area - 756 Sq. mtrs, Plot No. 42, Area - 756 sq. mtrs., Plot No. 91, Area - 720 sq. mtrs., Plot No. 92, Area - 720 sq.mtrs., Plot No. 93, Area - 720 sq. mtrs., Plot No. 94, Area - 720 sq.mtrs., Plot No. 97, Area - 720 sq. mtrs., Plot No. 98, Area - 720 sq. mtrs., Plot No. 99, Area - 720 sq. mtrs., Plot No. 100, Area - 720 sq. mtrs. Of Village Nilmore, Tal. Vasai;

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- i) Mortgage Deed dated 28th September, 2020 (Document No. Vasai-6-3203 of 2020) executed by M/s. Silver Land Development Corporation and Sri Harsh Developers in favour of Edelweiss Asset Reconstruction Company Ltd. to secure its loan on **Survey Nos. 104 Part (1264.27 square meters out of 9,560.75 square meters), 135 Part (2119.77 square meters out of 5390 square meters) and 136 Part (309.21 square meters out of 14,770 square meters)** of village Nilemore, Off. Station Road, Nalasopara (West), Taluka – Vasai, Dist. Palghar (previously part of District Thane) – 401 403.


(Vijay G. Gangan)
Advocate High Court



Place : Mumbai

Date : 01.06.2021