

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,**  
**WESTERN ZONE BENCH PUNE AT PUNE .**

**ORIGINAL APPLICATION NO. 105 OF 2023 (WZ)**

NAGESH VINAYAK DHAMALE

... APPLICANT

V/s

M.P.C.B.AND OTHERS

... RESPONDENTS

**INDEX**

SR NO	ANNE XURE	PARTICULARS	PAGE NOS.	
1.		Index	-	90
2.		Reply	91	105
3.		Affidavit	106	107
4.	R-1	Copy of the Judgement and order dated 7 <sup>th</sup> February 2019	108	112
5.	R-2	Copy of the said screenshot	113	114
6.	R-3	Copy of the cancellation deed	115	128
7.	R-4	Copy of a chart showing pending cases against Mr.Mehta	-	129
8.		Vakalatnama	-	130
		<b>Last Page</b>		<b>130</b>

PUNE

DATE :01/01/2024



ADVOCATE FOR THE APPLICANT

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,**  
**WESTERN ZONE BENCH PUNE AT PUNE .**

**ORIGINAL APPLICATION NO. 105 OF 2023 (WZ)**

NAGESH VINAYAK DHAMALE ... APPLICANT

V/s

M.P.C.B.AND OTHERS ... RESPONDENTS

**REPLY ON BEHALF OF**

**Mr.SANJAY TAKLE**

**MAY IT PLEASE THE HON'BLE TRIBUNAL**

1. At the outset it is submitted that Mr.Sanjay Takale (**hereinafter will be referred as Respondent No.5, as he has been impleaded as Respondent No.5**) is the owner of the land bearing Survey No.69-A, 69-B/1, 69-B/2, 69-C, situated at Manjari Budruk, Pune (**hereinafter referred to as the said site**) and is nowhere concerned with M/s.Dreams Corporation. Mr.Sanjay Takale has never held any position in M/s.Dreams Corporation. Infact Mr.Sanjay Takale had given the said site for development to M/s.Dreams Corporation, who have abandoned the project and hence he was required to step in to complete the formalities.

2. At the outset, it is submitted that, the statements, averments, submissions made on behalf of the Applicant, are denied by this Respondent, as the same are not admitted. Nothing in this reply expressly admitted herein ought to be taken as admitted by the Respondent No.5 or be deemed to have been admitted by the Respondent No.5 for want of specific traverse. The Respondent No.5 states that for the purpose of gravity, the Respondent No.5 is not denied each and every allegation, statement and contention of the Applicant which is ex-facia contrary to the contention of Respondent No.5 and its stand in the present case except to the extent that such allegation, statement or contention necessitate, cogent, warrant or reply.

#### **PRELIMINARY OBJECTIONS**

3. The Respondent No.5 submits that, this Hon'ble Tribunal does not have jurisdiction to try, entertain and dispose of the present application, as the same is not within limitation. The present Respondent states that, the Hon'ble Bombay High Court and Supreme Court had on the interpretation on various Statues, held that, when a statute prescribes a shorter period of limitation and difference scheme of the limitation, the provision of Limitation Act is excluded and the Court/Tribunal must apply the period of limitation as prescribed in the specific statute while exercising the

powers. In view of this, the application preferred by the Applicant is totally misconceived and liable to be dismissed.

4. The present Application filed by the Applicant upon plain reading of Section 15 of the said act is barred by law of limitation. On bare perusal of section 15 of the said Act, an Application raising substantial question relating to environment seeking restitution, remediation and compensation (including enforcement of legal right relating to environment) has to be filed within a period of 5 years from date on which the cause of action for such dispute “first arose” provided that, this Hon’ble Tribunal may, if it is satisfied that the Applicant was prevented by sufficient cause from filling the Application within the said period allow it to be filed within a further period not exceeding sixty days. In the present case the application is totally barred by Limitation, as the cause of action for filling the present Application first arose on 10<sup>th</sup> August 2010 when the plan for construction was sanctioned and thereafter on 8<sup>th</sup> September 2010, when the Respondent No.5 obtained NA order, a layout sanction plan and other permissions as mandated and further when the construction was completed in December 2013 and the flats were handed over to the purchasers. The present Application is filed on 22<sup>nd</sup> July 2023.
5. The present application is filed after almost 12 years after accrual of cause of action. The Applicant is unnecessarily hampering the execution of further procedure and denying the benefits to numerous flat buyers and their families for his vested interest. Also, Dreams Corporation has already handed over the possession

to the flat purchasers and they have formed the Co-operative Housing Society. Hence, on this ground the present application be rejected. It is submitted that the present application is barred by limitation u/s 15 of the NGT Act, 2010 which prescribes a period of 5 years for filing an application from the date on which the cause of action for such dispute “first” arose, extendable by a further period of 60 days thereafter, provided that the Applicant may show by a sufficient cause that the Applicant was prevented from filing such an application in time. Further, the Applicant has also sought to file an application under section 15 of the said act which also provides for the aforesaid words “the date”, “cause of action” and “first arose”.

6. The application was filed on 22<sup>nd</sup> July 2023. It is submitted that the date of knowledge has absolutely no application while interpreting the provisions of Section 15 of the NGT Act. The said Act is a special enactment and hence, there is a statutory prescription of the special period of limitation under Sections 15(3) of the said Act, which will certainly exclude general law of limitation.
7. Further, the application of the principles of recurring and/or continuing cause of action for the purposes of disputes under Section 15 of the said Act would lead to serious anomalous and undesirable consequences. That the Legislature while enacting the statute purposely used the words "first" for "cause of action" to file an action before the Tribunal. That the Hon'ble Supreme Court in the case of L.C. Hanumanthappa vs H.B. Shivakumar (2016) I SCC 332 has held that the word 'first' has been used between the

words 'sues and 'accrued'. This would mean that if a suit is based on multiple causes of action, the period of limitation will begin to run from the date when the right to sue first accrues. To put it differently, successive violation of the right not give rise to fresh cause and the suit will be liable to be dismissed if it is beyond the period of limitation counted from the day when the right to sue first accrued.

8. That in a catena of cases, this Hon'ble Tribunal has also taken the view that limitation period begins to run from the date when the cause of action first arose including in Application No. 33 of 2016 *Jai Javan Jai Kisan and Ors. Vs Vidarbha Cricket Association and Ors.*; O.A. NO. 179 of 2016 Graminee Environment Foundation vs. Balaji Infrastructures Ltd. and Ors, OA No. 95 of 2014 Mr. Suresh Waman Dhavale and ors. vs MOEF and Ors
  
9. The Hon'ble Supreme Court in *State of M.P. v. Centre for Environment Protection Research & Development*, (2020) 9 SCC 781, the jurisdiction of this Hon'ble Tribunal, under Sec. 14 and 15 of the NGT Act, can only be invoked, when there is a violation of one of the specified statutory environmental obligations, mentioned in Schedule I of the NGT Act, which in turn gives rise to a substantial question of law. The relevant portion of the said judgment has been reproduced below:  
  

*“43. For exercise of power under Section 14 of the NGT Act, a substantial question of law **should be** involved including any legal right to environment and such question should arise out of implementation of the specified enactments.*

*44. Violation of any specific statutory environmental obligation gives rise to a substantial question of law and not just statutory obligations under the enactments specified in Schedule I. However, the question **must arise out of implementation of one or more of the enactments specified in Schedule I.**”*

[Emphasis supplied]

10. That this Hon’ble Tribunal in *Reddy Structures Private Limited v. Bruhat Bangalore MahanagaraPalike and Anr.* 2018 SCC OnLine NGT 2469, has also similarly held that:

*“...jurisdiction under Section 14, read with Section 15, is limited to determining substantial questions relating to environment arising out of Schedule-I to the Act for relief and compensation to the victims of pollution and for restitution of damaged property or the damaged area. Beyond doing so, the Tribunal cannot go into any other question.”*

[Emphasis supplied]

11. Similarly, section 15(3) of the act contemplates that no application for grant of compensation or relief or restitution of property or environment shall be entertained unless the same has been made within a period of five years from the date on which the for such compensation or relief first arose.

12. It is submitted that cause of action for filing an application under the provisions of the Green Tribunal Act, 2010 cannot accrue on the day when a person discovers the act of environmental damage. This Hon’ble Tribunal has rejected the proposition of ‘Discovery Rule’ being applicable to patent event perceptible to the public at large and therefore by no stretch of imagination can the cause of action for filing an application under the provisions of the said act

could accrue on the day when such environmental damage is discovered by the party. The Applicant has thus approached this Hon'ble Tribunal with the sole intention to overcome the difficulty of limitation under the act, has approached this Hon'ble Tribunal with unclean hands. Therefore, the present Application under section 15 of the NGT Act, 2010 is clearly barred by limitation.

13. The Applicant herein has not joined the necessary parties to the present application, and has created third party rights by selling flats to the intended purchasers by executing agreements with the said purchasers. Not only that, the Respondent No.13 has also formed a Co-operative Housing Society of the said flat purchasers, registered with the Registrar of Co-operative Societies, Pune in 2019. Even, the Applicant has also not been made party to the said Society. Therefore, on this count alone, the present Original Application is liable to be dismissed with cost for non-joinder of parties.

14. The present Application as framed and filed by the Applicant is not maintainable, as the same is an abuse of process of law. The Respondent No.5 submits that, the Applicant is not an aggrieved person within the meaning of 'Aggrieved person' as mentioned in the National Green Tribunal Acts, 2010. The present Application is hopelessly barred by limitation, and thus, this Hon'ble Tribunal will not have jurisdiction to entertain the same.

15. The Respondent No.5 submits that the Applicant in the entire Original Application has failed to make out a case that how he is aggrieved by the project of the Respondent No.5. The Applicant is neither an aggrieved party nor residing within the vicinity of the Respondent No.5 and thus, the issue of locus of Applicant is to be decided by this Hon'ble Tribunal. The Hon'ble Supreme Court in the Judgement of '*Uday Welfare Trust Vs. State of U.P.*' has clearly held that, this Hon'ble Tribunal has to consider the bonafide of the litigant approaching the Hon'ble Tribunal as the question of operation of Industry and employment of numerous employees is depending on the order of this Hon'ble Tribunal.'

16. The Applicant herein has filed the present Original Application on the basis of information received by it under RTI Act, 2005. It is pertinent to mention herein that the Application under the RTI Act was made by the Applicant on 11<sup>th</sup> May 2023 and the same was replied by the Respondent No.5 on 30<sup>th</sup> June 2023. This Hon'ble Tribunal in the Judgment of '*Ajay Jayawantrao Bhosale Vs. Union of India*' has held that an application under the RTI Act does not give the cause of action to the litigant to approach this Hon'ble Tribunal. The Hon'ble Tribunal ought to have appreciated that the principle ingredient of an Application U/s 14 r/w 16 of the National Green Tribunal Act, 2010 is that the cause of action, which needs to have arisen first before filing an Application before this Tribunal. In the present the Applicant has failed to justify the same and hence, the Hon'ble Tribunal does not have the

jurisdiction to try and entertain the present Original Application. Hence, it needs to be dismissed on this ground alone.

#### **FACTS OF THE CASE**

17. The Respondent No.5 submits that, the Respondent No.5 the owner of the land bearing Survey No.69A, 69B/1, 69B/2, 69C, situated at village Manjri Bk, Tal. Haveli, Dist. Pune-412 307 (hereinafter for the sake of brevity referred to as the 'Said Land'). The Dreams Corporation Pvt. Ltd. through its erstwhile Directors namely Mr.Ramesh Mehta approached the landowner to develop the said land for constructing of residential projects by name and styled as "Dreams Nandini". The Parties therein got the necessary approvals from the Town Planning Department, Pune and got the plans approved consisting of six buildings and 12 row houses. The said constructions are completed and concerned flat holders are residing in the said Complex. The construction of the Project is completed in the month of December 2013. It is thus, clear that, the present Original Application, which has been filed on 22.07.2023 is after a period of almost nine years, and thus, is hopelessly barred by limitation pursuant to the provisions of Sec.15 of the National Green Tribunal Act, 2010.

18. It is further submitted that, the Respondent No.1 herein had filed Criminal Case against the Respondent No.5 being RCC No.899 of 2014, under the provisions of Sec.15 and 6 of Environment (Protection) Act, 1986. The Respondent No.1 had filed the said Complaint, on the ground that, the Respondent No.5 had not obtained prior Environment Clearance (EC) before the commencement of the project i.e. 'Dreams Nandini'. The Respondent No.5 admitted its guilt before the Hon'ble Chief Judicial Magistrate, First Class, Pune and thus, the Respondent No.5 and his Directors were convicted by the Hon'ble CJM, Pune. The copy of the Judgement and order dated 7<sup>th</sup> February 2019 passed by the Hon'ble Chief Judicial Magistrate, First Class, Pune is annexed herewith and marked as **ANNEXURE - R-1**.
19. The Respondent No.5 further submits that, in view of the conviction before the before the Hon'ble Chief Judicial Magistrate, First Class, Pune, the Respondent No.5 preferred an application in accordance to the Notification dated 14.03.2017 issued by the MoEF, Govt. of India, before the State Environment Impact Assessment Authority (SEIAA) for grant of EC. The said Application of the Respondent No.5 came to be allowed and the conditional precedent for grant of EC was to submit a Bank

Guarantee amounting to Rs.1.75 Crores. The Respondent No.5 has not submitted the said Bank Guarantee on account of certain factors, which are enumerated as under:-

- a) Dreams Corporation Pvt. Ltd. was formed and constituted in the year 2011 with the following management, Mr. Ramesh Mehta being Managing Director of the said Corporation:-
  - a) Mr.Umesh Shashikant Ambardekar
  - b) Mr.Hasmukh Prakash Banthiya
  - c) Mr.Hitesh Subhash Lodha
  - d) Mr.Dhairyasheel Uttamrao Khot
- b) Mr. Umesh Ambardekar, who was the Director and was looking after the affairs of the Company has resigned from the post w.e.f. 12<sup>th</sup> June 2023 and the said date of cessation is reflected on the website of the Ministry of the Corporate Affairs, Govt. of India. Copy of the said screenshot is annexed hereto and marked as **ANNEXURE – R-2**
- c) It is thus, submitted that, there is no one to take care of the proceedings and hence, in view of the Agreement executed between the original owners and M/s Dreams Corporation Pvt. Ltd, the said Development Agreement came to be cancelled by executing of Deed of Cancellation dated 15<sup>th</sup> January 2019 before the Sub-Registrar of Assurances. The original landowner i.e. the present Respondent No.5 to keep upon himself to conclude the issue of obtaining the EC from the said Authority and thus, represented M/s Dreams Corporation Pvt. Ltd, though, he is not part of the Management and never held any position in

the said Company. Copy of the cancellation deed is annexed hereto and marked as ANNEXURE – R-3.

d) It is further submitted that, the said Mr. Ramesh Mehta has been absconding for the last 5 to 6 years and there are numerous criminal cases pending against him and is thus, is not traceable. Copy of a chart showing pending cases against Mr.Mehta is annexed hereto and marked as ANNEXURE – R-4.

20. The Respondent No.5 further submits that, as on today and also on the date of filing of the present Original Application, M/s Dreams Corporation Pvt. Ltd was not or is not virtually in existence, as the Management is not being represented any representative/Director. The original land owner i.e. Mr. Sanjay Takle is thus, as a responsible citizen and in view of the execution of the Cancellation Deed, has taken upon the mantle to ensure that, the Project is legalized and the Flat Purchasers, who are residing in the said Complex do not bear any brunt of law.
21. The Respondent No.5 has obtained the necessary Consent to Establish from the Respondent No.1. The Consent to Operate and the Occupancy Certificate was not granted to the Respondent No.5 as the Environmental Clearance was not received. The periodic visits have been made by the Respondent No.1 and there were no irregularities found by them.

**PARAWISE REPLY**

22. With respect to contents of Para Nos.1 to 9, the same is matter of record and thus, the Respondent No.5 does not wish to make any comment thereupon.
23. With respect to contents of Para Nos.10, the contents are false and denied in toto by the Respondent No.5 as the Respondent No.1 has not carrying out any construction of whatsoever nature and the same can be verified from the Affidavit filed by the Respondent No.1 before this Hon'ble Tribunal.
24. With respect to contents of Para Nos.11, the said contents are partially correct and the present Respondent does not wish to offer any comments in this regard.
25. With respect to contents of Para Nos.12, 13, 14 & 15, the same have already been stated by the present Respondent in the reply of earlier paragraphs and hence, in view to avoid repetition, the contentions there are not denied separately and thus, the contents of these paragraphs are not admitted by this Respondent and the same have been denied in toto.
26. With respect to contents of Para Nos.16, the same are for this Hon'ble Tribunal to adjudicate as the construction of the project of

the Respondent no.5 has commenced in the year 2011, and that the Applicant has only made an application under the provisions of RTI Act, 2005 on 11.05.2023. The applicant, nowhere in the Application has stated that, what efforts to find out the status of the construction from the year 2011 to 2023 have been taken. It is submitted by the Respondent No.5 in the foregoing paragraphs that the construction of the project has completed in the year 2014 and the concerned flat purchasers have already occupied their flat units. On account of procedural lapse, the Respondent No.5 could not obtain the necessary clearance from the Authorities, and hence, the Occupancy Certificate for the said Project is still pending.

27. With respect to contents of Para Nos.17 & 18, it is submitted that Applicant is trying to bring the cause of action for filing the present the Application from 22.07.2023, which is not permissible in the law, as the wordings of Sec.14 r/w Sec.15 of the Act, clearly state that the Dispute pertaining to the specific question of Environment has to be raised before the Hon'ble Tribunal, on the date of cause of action firstly arose. In the present cause of action for the first time arose in the year 2011, when the respective approvals have been received by the Respondent No.5 for the construction of the said Project i.e. Dreams Nandini. The Respondent No.5 thus,

submit that, the Present Original Application is not but an attempt to harass the Respondent No.5 and extort money from the same. The present Application is noting, but a tactic on the part of the Applicant to blackmail the present Project Prominent i.e. the Respondent No.5 and also the Members, who are residing in the said Project.

28. It is therefore, submitted that, nothing survives in the present OA and the allegations made by the Applicant were without any merits and the present Applicant needs to be dismissed of.

Pune

Date: 01-01-2024



Advocate for Respondent No.5

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,**  
**WESTERN ZONE BENCH, PUNE, AT PUNE**

**ORIGINAL APPLICATION NO. 105 OF 2023**

Nagesh Vinayak Dhamale

.....Applicant

Versus

MPCB & Ors.

....Respondents

**AFFIDAVIT IN SUPPORT OF REPLY**

**MAY IT PLEASE THE HON'BLE TRIBUNAL**

I, SANJAY TAKALE, aged about 55 years, occupation: business, having office at Manjari Budruk, Pune, do hereby state on solemn affirmation as under: -

1. I say that I am the Original Land Owner and the notice of the present case has been served upon me as a representative of the Respondent No.5. I am aware of the facts and circumstances of the present case and hence am able to depose the same on oath.
2. I say that I am filing the reply to oppose the Original Application. I say that the contents of the said Reply and the present affidavit are true and correct to the best of my knowledge, information, belief and the legal advice which I believe to be correct.



WHATEVER stated herein above is true and correct to the best of my knowledge and belief and for the same I have signed hereunder at PUNE on this 01 day of January, 2024.

*M. Masale*  
Deponent



NOTED AND REGISTERED AT  
SERIAL NUMBER 04/2024

**BEFORE ME**

*Jawahar Pralhad Shitole*  
JAWAHAR PRALHAD SHITOLE  
NOTARY, GOVT. OF INDIA  
PUNE

01 JAN 2024



Presented on : 28/02/2014  
Registered on : 28/02/2014  
Decided on : 07/02/2019  
Duration : Y. M. D.  
04 11 07

**IN THE COURT OF CHIEF JUDICIAL MAGISTRATE, PUNE**

(Presided Over by A. D. Palaspagar)

**REG.CRIMINAL CASE NO. 899/2014**

**Exh. No.**

Maharashtra Pollution Control Board  
3<sup>rd</sup> and 4<sup>th</sup> Floor, Kalpataru Point Building,  
Sion (East), Mumbai- 400022.

(Represented by Mr. A.D. Mohekar  
Regional Officer-Pune  
Maharashtra Pollution Control Board  
3<sup>rd</sup> Floor, Jog Centre Building,  
Wakadewadi, Mumbai-Pune Highway,  
Pune- 411 003

.....**COMPLAINANT**

**-VERSUS-**

1) M/s. Dreams Corporation Pvt. Ltd.  
S. No. 6A, 69B/, 69B/2,  
Manjari (BK), Tal, Haveli, Dist. Pune

2) Mr. Umesh Ambardekar  
Director of M/s. Dreams Corporation Pvt. Ltd.  
S. No. 6A, 69B/, 69B/2,  
Manjari (BK),  
Tal, Haveli, Dist. Pune

... **ACCUSED**

**Offence under section 15 read with section 16 of the Environment (Protection) Act, 1986 and the Environment Impact Assessment Notification, 2006 (EIA Notification, 2006).**

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**Appearances**

Ld. Adv. Vilas Jadhav for the Complainant.

Ld. Adv. Saurabh Kulkarni for the accused.

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**JUDGMENT**

(Delivered on 07<sup>th</sup> day of February, 2019)

**01.** The complainant Mr. A.D. Mohekar, Regional Officer of the Maharashtra Pollution Control Board, at Pune [For short "MPCB"] alleging that accused have committed the offence under section 15 read with section 16 of the Environment (Protection) Act, 1986 and the Environment Impact Assessment Notification, 2006 (EIA Notification, 2006) [For short "MPCB Board"]. He is authorized to file complaint under the Provisions of the Environment (Protection) Act, 1986.

**Following are the facts in nutshell:-**

**02.** It is contended that accused no. 1 is a Private Company constituted under the provisions of the Companies Act, 1956. The accused No.1 company is represented by accused No.2 i.e. Mr. Umesh Ambardekar is the Director of the accused No.1 Company. They are directly in charge of

and responsible to the company for the conduct of business of the company as well as the company and responsible for the compliance of various provisions of the Environmental Laws including the EIA, 2006.

It is contention of the complainant that accused have carried out construction more than 20,000 M<sup>2</sup> (which required to obtain prior Environment Clearance) at the site, project namely "Dreams Nandini" located at S. No. 69A, 69B/1, 69B/2, 69C, Manjari Bk, Talukar, Haveli, Dist. Pune without prior permission of the complainant board.

**03.** It is further contended that the complainant board has filed the complaint against accused persons for the offence punishable under section 15 read with section 16 of the Environment (Protection) Act, 1986 and the Environment Impact Assessment Notification, 2006 (EIA Notification, 2006).

**04.** Accused No. 2 is appeared before the Court, he represent the accused No.1 i.e. Private Company and accepted the liability of accused No.1. Today he remained present before the Court. The charge has been framed against accused No.1 and 2 to which he pleaded guilty and submitted that this is his first offence and he want to voluntarily plead guilty for the offence leveled against him on behalf of the company as well as himself. He submitted separate application in respect of plead guilty before the Court at Exh.20. Consequences of plead guilty were narrated to accused. However, the said accused remained firm on their decision to confess the guilt with prayer for minimum punishment.

**05.** The learned advocate for the complainant board submitted that

accused be punished with maximum fine. Accused submitted that this is the first case filed against them. They do not have antecedents. So also, he submitted that leniency be shown towards him while passing the sentence and prayed for minimum fine. As accused voluntarily pleaded guilty, it appears to be first offence of accused. Therefore, in my opinion and to meet ends of justice it would be just and proper to direct accused persons to pay maximum fine amount. Hence, for the reason stated above, I proceed to pass the following order:

**ORDER**

- i) Accused No.1) M/s. Dreams Corporation Pvt. Ltd. and accused No. 2) Mr. Umesh Ambardekar are hereby convicted vide section 246 (3) of the Code of the Criminal Procedure for the offence under section 16 punishable under section 15 of the Environment (Protection) Act, 1986 and the Environment Impact Assessment Notification, 2006 (EIA Notification, 2006) and sentence to pay fine of Rs. 1,00,000/- (Rs. One Lakh Only) each, in default of payment of the fine they shall suffer further simple imprisonment for one month each.
- ii) Bail bonds of accused No. 1 and 2 stand cancelled after appeal period is over.
- iii) Copy of the judgment be given to accused free of cost.

(Pronounced in open Court.)

sd/-

(A. D. Palaspagar)

Chief Judicial Magistrate, Pune.

Date : 07/02/2019

I affirm that the contents of this P.D.F file judgment are same word for word as per original Judgment.

Name of Stenographer : Smt. S.R.Shaikh

Court Name : Chief Judicial Magistrate, Pune.

Date of judgment : 07/02/2019

Judgment Signed by P.O. on : 07/02/2019.

Judgment uploaded on : 08/02/2019



## Ministry Of Corporate Affairs

## ANNEXURE-R-2

Date : 22-12-2023 5:01:1 pm

## Company Information

CIN	U45200PN2009PTC134511
Company Name	DREAMS CORPORATION PRIVATE LIMITED
ROC Name	ROC Pune
Registration Number	134511
Date of Incorporation	19/08/2009
Email Id	parag.patki@dreamsgroup.in
Registered Address	City Mall Office No 301,314A,314B,315A,315B, 3rd floor,Pt.No1 Sr.No 132B,University Rd. Ganeshkhind, Pune, Pune, Maharashtra, India, 411007
Address at which the books of account are to be maintained	-
Listed in Stock Exchange(s) (Y/N)	No
Category of Company	Company limited by shares
Subcategory of the Company	Non-government company
Class of Company	Private
ACTIVE compliance	ACTIVE Non-Compliant
Authorised Capital (Rs)	5,00,00,000
Paid up Capital (Rs)	90,00,000
Date of last AGM	28/09/2017
Date of Balance Sheet	31/03/2017
Company Status	Active

<b>Jurisdiction</b>	
ROC (name and office)	ROC Pune
RD (name and Region)	RD, Western Region

## Index of Charges

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity	Asset Holder Name
1	G65590028	100135943	Rajarambapu Sahakari Bank Limited	28/08/2017	-	-	4,50,00,000	A/p Peth, Taluka Walwa Dist. Sangli, Peth, Maharashtra, India, 415407	No	-
2	C19099506	10517914	The Baramati Sahakari Bank Limited	07/08/2014	-	-	3,00,00,000	Jlochi, Bhigwan Road, Baramati, Pune, Maharashtra, India, 413102	No	-

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity	Asset Holder Name
3	C19088343	10439223	RELIANCE HOME FINANCE LIMITED	07/06/2013	-	25/08/2014	8,50,00,000	570, Rectifier House, 3rd Floor, Naigaum Cross Road, Wadala, Mumbai, Maharashtra, India, 400031	No	-

**Director/Signatory Details**

Sr. No	DIN/PAN	Name	Designation	Date of Appointment	Cessation Date	Signatory
1	00883483	RAMESH GHISULAL MEHTA	Director	19/08/2009	-	Yes
2	01935786	UMESH SHASHIKANT AMBARDEKAR	Director	19/08/2009	12/06/2023	Yes
3	02714302	HASMUKH PRAKASH BANTIYA	Director	29/07/2010	-	Yes
4	02994183	HITESH SUBHASH LODHA	Director	29/07/2010	21/10/2023	Yes
5	07083427	DHAIRYASHEEL UTTAMRAO KHOT	Additional Director	10/09/2018	10/05/2019	Yes



522 769

पावती

Original/Duplicate

Tuesday, January 15, 2019

नोंदणी क्र.: 39म

11:26 AM

Regn.: 39M

पावती क्र.: 789 दिनांक: 15/01/2019

गावाचे नाव: मांजरी बुद्रुक

दस्तावेज जाचा अनुक्रमांक: हवेली 21-769-2019

दस्तावेज जाचा प्रकार: रद्दलेख

सादर करणाऱ्याचे नाव: संजय राम टकले - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 400.00

पृष्ठांची संख्या: 20

एकूण:

रु. 500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:47 AM ह्या वेळेस मिळेल.

Joint S.R. Haveli 21

बाजार मुल्य: रु. 0.0/-

मोबदला रु. 0.0/-

भरलेले मुद्रांक शुल्क: रु. 500/-

सह. दुय्यम निबंधक वर्ग-२  
हवेली क्र. २१, पुणे

1) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH010607104201819E दिनांक: 15/01/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 400/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1212201803725 दिनांक: 15/01/2019

बँकेचे नाव व पत्ता:

1/15/2019



19/01/2019

सूची क्र.2

दुय्यम निबंधक : मह दु.नि.हवेली 21

दस्त क्रमांक : 769/2019

नोंदणी :

Regn 63m

गावाचे नाव : माजरो वटुक

(1) विलेखाचा प्रकार	रद्दलेख
(2) मोबदला	0.0
(3) बाजारभाव (भाडेपट्टयाच्या वाचनितपट्टयाकार आकारणी देतो की पट्टेदार ने नमूद करावे)	0.0
(4) गु.मापन, पोटहिम्मा व घरक्रमांक (अगल्यास)	1) पालिकेचे नाव: पुणे इतर वर्णन : इतर माहिती. दस्तात नमूद केल्याप्रमाणे (हवेली क्र. 18 दस्त क्र. 10321/2010 चे रद्द दस्त) (( Survey Number : 69 , ))
(5) क्षेत्रफळ	1) 0.0 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/विहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हनुमनामा किंवा आदेश अगल्यास, प्रतिवादिचे नाव व पत्ता.	1) नाव:- ड्रिम्स कॉर्पोरेशन प्रा. लि. तर्फे संचालक रमेश शिगूलाळ मेहता तर्फे नों कु.मू म्हणून ब्यक्त मजय किंगवे - वय:-30, पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लांक नं. सोमजी हाऊस, कॅम्प, पुणे. , रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:-411001 पंत नं:-AADCD2417L
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हनुमनामा किंवा आदेश अगल्यास, प्रतिवादिचे नाव व पत्ता	1) नाव:- मंजय राम टकले - - वय:-51; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लांक नं: मांजरी बु, पुणे. , रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:-412307 पंत नं:-ACJPT8553A
(9) दस्तऐवज करून दिल्याचा दिनांक	15/01/2019
(10) दस्त नोंदणी केल्याचा दिनांक	15/01/2019
(11) अनुक्रमांक, छंड व पृष्ठ	769/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14) शेरग	

सह. दुय्यम निबंधक वर्ग-२  
हवेली क्र. २१, पुणे

मी नक्कल घायली } दस्तासोबतची नक्कल  
मी रजुवात घेतली } श्री संजय चव्हाण  
यांना दिली  
अस्सलवर हुकुम नकल } दिनांक १५/०१/२०१९

सह. दु.नि. (वर्ग-२) हवेली-२१

मुल्यांकनासाठी विवरण देवतेला तपशील:-

मुद्रांक  
अनुक्रमांक

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणानाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

Document IS Will Revokation Type





590-22	
WEE	29C
AGREEMENT	



(For Novation and For Dissolution of Contractual Relationship)

AGREEMENT made and executed at Pune this 15<sup>th</sup> day of Jan, 2019.

BETWEEN

MR. SANJAY RAM TAKLE

PAN NO. - ACJPT 8553 A

Age:- 51 Years, Occu :- Agriculturist,

Residing at :- Manjari Farm,

Taluka Haveli, District Pune.

Hereinafter referred to as the "FIRST PARTY" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their executors, nominees and assigns)

... OF THE FIRST PART

AND

DREAMS CORPORATION PVT. LTD.

[PAN NO. AADCD 2417 L],

A private limited company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at – Office No. Somaji House, 8, Dr. Koyaji Road, Camp, Pune – 411 001.

Through its authorized director/s and signatory/ies -

MR. RAMESH GHISULAL MEHTA

Age: 52 years; Occupation : Business,

R/at.: Plot No. 528, Pradikaran, Nigdi, Pune – 411 044.

Hereinafter referred to as the "SECOND PARTY" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their executors, nominees and assigns)

.. OF THE SECOND PART

a. WHEREAS, On 18<sup>th</sup> November 2010; Mr. Sanjay Ram Takle by way of entered into an Joint Venture Agreement with {hereinafter referred as 'Dreams

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Group) for construction and development of immovable property which is described in the Schedule A written hereunder and thereby, registered respective Joint Venture Agreement in the Office of Sub-Registrar Haveli No.18, Pune, at Sr Ho 10321/2010, dated 18/11/2010.

b. AND WHEREAS, Promoter has also committed to complete the said development and construction scheme, by way of providing amenities.

c. AND WHEREAS, J. V. Agreement was executed on 'Principle to Principle Basis' and Parties also agreed that in no event, the relationship of Owner and Promoter should be construed as that of "Principal and Agent" and that of the "Employer and the Employee" as there was no intention to create such kind of relationship AND WHEREAS, parties did not desire to become agents of each other and neither intends to constitute a partnership firm as per the partnership Act, 1932.

d. AND WHEREAS, the contractual relationship was established with Promoter because; Promoter assured Mr. Sanjay Ram Takle that Promoter holds relevant and required skills and expertise in construction of immovable properties, specifically, in financial management of project and also, Promoter would be making expenditure on their own cost etc;

e. AND WHEREAS, Promoter undertook contractual obligation to complete the construction on the scheduled property and Promoter specifically assured that Promoter would be planning the project execution and making arrangements for required finances for the project on its own and thereby, completing construction, etc;

f. AND WHEREAS, it was agreed between the parties the land will be developed in a phasewise manner.

g. AND WHEREAS, the commencement certificate was issued by Town Planning Authority on 21/08/2014 for Phase-I that is Residential Phase which consist of total six buildings A to F, consisting of B-P+10 Floors and Row Houses No.1 to 12 and bungalow retained by land Owner. The Promoter has completed

*P. Kulkarni*

*M. Kulkarni*

WEE 29C



entire construction activities of said Phase-I. Promoter also handed over said Tenements in favour of the Purchasers.

AND WHEREAS, till today due to EC Clearance, Completion Certificate is not received from the PMRDA, Pune.

h. AND WHEREAS, As on today Phase-II development is yet to be started.

i. AND WHEREAS, Promoter informed that due to financial difficulties the Promoter cannot complete the entire project and therefore, requested for novation of Agreement dated 18/11/2010, whereby, it is proposed by Promoter that due to financial problems of Promoter, out of planned entire project, the Promoter would restrict its contractual obligation only to the extent of existing six buildings (Wing A to F and Row Houses no. 1 to 12) and also, requested & proposed to Owner to dissolve the contractual relationship with Promoter for the rest of project (i.e. balance of planned project except Building Wing A and Wing F and Row House No. 1 to 12) and further, Promoter proposed that Promoter undertake a responsibility to indemnify Mr. Sanjay Ram Takale from the claims, losses etc which are arising from the construction of six buildings ( Wing A to Wing F and Row House No. 1 to 12).

j. AND WHEREAS, Promoter has assured Owner that Promoter will obtain E.C. Clearance against said Phase-I within three months from the date of execution of the present Deed.

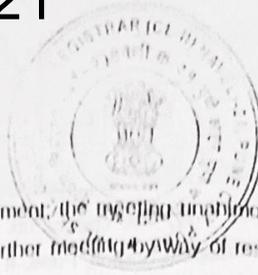
k. AND WHEREAS, Considering the current situation of the Promoter, the Owner agreed to accept the said proposal as stated above and therefore, parties are desirous of executing composite agreement of novation of J. V. Agreement and also, for dissolution and termination of contractual relationship with for the rest of project i.e. except the building structure (Wing A to Wing F and Row House No. 1 to 12).

l. AND WHEREAS, Promoter had passed the resolution in its Meeting which is held on 9<sup>th</sup> JAN 2019. The draft of the present agreement was placed before the meeting for discussion and deliberation and whereas, after due consideration

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of pro-cons of the present agreement, the meeting unanimously approved the draft of present agreement and further meeting by way of resolution authorized Mr. Ramesh Ghisulal Mehta to represent, sign, execute and put a common seal of the company on this Agreement.

**NOW THIS AGREEMENT WITHINETH AS FOLLOWS :**

1. The Agreement which is registered at Sr No 10321/2010, dated 18/11/2010, which is registered in the office of Sub-Registrar Haveli No.18, Pune {hereinafter referred as 'J. V. Agreements'} hereby stands novated and thereby, rights and obligations created under J. V. Agreement of 2010 hereby stands modified and thereby, parties restricts sphere of J. V. Agreement of 2010 only to the extent of performance of rights and obligations to the extent of Buildings. (Wing A to Wing F and Row House No. 1 to 12).

2. Mr. Sanjay Ram Takale hereby dissolve & terminate contractual relationship with Promoter for the rest of project (i.e. except the building structure as mentioned in clause no.1) which is arising from agreements which is registered in the Office of Sub-Registrar, Haveli No.18, Pune, at Sr No. 10321/2010.

3. It is hereby agreed that terms and conditions of Agreement of 2010 would remain same and in-tact for the rights and obligations pertains to buildings (Wing A to Wing F and Row House No. 1 to 12 ) unless specifically modified or novated in this agreement.

4. It is hereby agreed between parties that towards the compliance of rights and obligations of Phase I as mentioned herein above the Promoter will obtained Environmental Clearance within the three months from the date of execution of the present Deed. And Completion Certificate of above mentioned wings alongwith Tax Assessment of Gram Panchyat.

5. It is agreed henceforth that, The Promoter has paid an amount Rs.1,50,00,000/- (Rupees One Fifty Lacs Only) as a interest free security Deposit the owner has refunded the said amount of Rs.1,50,00,000/- (Rupees

*[Handwritten signature]*

*[Handwritten signature]*

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One Fifty Lacs Only) vide cheque no. 000456, dated 15/01/2019, drawn on UCO Bank, Hadapsar Branch, Pune. It is agreed between the parties that and also stated earlier in the present deed after obtaining E.C. Clearance and Completion Certificate from the competent authority, the Promoter will present the said cheque for the clearance.

In case of delay the Promoter will present the said cheque for clearance only after obtaining E. C. Clearance and Completion Certificate from the competent authority, alongwith Tax Assessment of Grampanchayat.

6. It is hereby agreed between the parties that in case of failure to obtain E. C. from the Promoter side then in such situation the owner will take over said work and obtain E. C. clearance from the Competant Authority, the expenses which borne against the said work shall be deducted from above mentioned security deposit and balance will be paid to the Promoter. It is further agreed the between parties that if the cost of obtaining E. C. Clearance, Completion Certificate and Tax assessment exceeds the actual amount of refundable deposit then in such situation the owner will not refund said security deposit. An amount of Rs.1,50,00,000/- shall be adjusted against such expenses and balance of amount shall be paid by the Promoter to the Owner.

7. It is agreed between the parties that the Promoter herein shall form society of all the tenement holders of Wing A to Wing F and Row-Houses 1 to 12. at the same time Promoter will obtain Completion Certificate of Bungalow retained by the land Owner, which is specifically described in the J. V. Agreement. It is further stated that said Bungalow shall not be a part of the Society, but it is a part of project.

8. It is hereby specifically agreed that Mr. Sanjay Ram Takale is entitled to develop and construct upon the remaining part of scheduled land and complete the same (except the building structure as detailed hereinabove) on their own or by appointing any third party.

9. It is hereby agreed that rights, title and interest of what-so-nature of Promoter stood terminated forthwith in respect of remaining part of scheduled

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land and complete the same (except the building structure of detailed hereinabove).

10. It is also specifically declared that henceforth, neither Promoter does hold any rights, title and interest in / against the scheduled land nor Promoter does hold any rights, title and interest in the rest of project (except the building structure detailed hereinabove) and therefore, it is specifically agreed that Promoter would not take any objection for the further development on the scheduled property.

11. It is agreed and recorded that henceforth the said property shall be the exclusive ownership and in exclusive possession of the Mr. Sanjay Ram Takle.

12. The Promoter hereby, irrevocably, permits and empower the Mr. Sanjay Ram Takle so that Mr. Sanjay Ram Takle shall develop at their own costs, efforts and expenses "the said property" more particularly described in the Schedule hereunder written. For development of the said property, the Mr. Sanjay Ram Takle shall be entitled to apply for and obtain necessary sanctions and necessary permissions from all the concerned authorities for commencement and completion of the construction on the said premises; to arrive at necessary understandings or agreements with the third parties to start, complete the development of the said property; to construct flats, offices, garages, shops, stilt parking etc; to acquire Transfer of Development Rights (T.D.R.) as per DC Rules and other relevant rules as may be applicable and to use and consume the same by putting up constructions; to sale the newly constructed premises to third parties and receive consideration thereof and to do all other acts and deeds required for complete and proper development of the said property. All the increased, additional and further FSI, other benefits directly and/or indirectly attached to the said property and TDR available and/or made available in respect of the said property shall belong to the Mr. Sanjay Ram Takle and shall be used by the Mr. Sanjay Ram Takle for their benefit without payment of any further consideration to the Promoter.

It is also further agreed that if, anyone who has received rights, title and interest in Wing A to Wing F and Row House No. 1 to 12, if raises any objection

*[Signature]*

*[Signature]*

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to the further development on the scheduled ~~property~~ Promoter hereby commits and undertakes to indemnify Mr. Sanjay Ram Takle from the claims, losses etc.

13. It is further declared by Promoter that Promoter have not created any charge, lien or encumbrances by way of sale, gift, mortgage, lease or any other third-party rights in the tenements or upon land except than the agreements of flats which were registered in the office of Sub-Registrar of Assurances.

14. It is further agreed that Promoter shall remain 'promoter' for the purposes of said buildings (Wing A to Wing F and Row House No. 1 to 12) under The Maharashtra Ownership Flats (Regulation of promotion of construction, sale, management and transfer) Act, 1963 and / or under the provisions of The Real Estate (Regulation and Development) Act 2016 and, it is also further agreed that - Promoter shall discharge all such duties and responsibilities which are required to be discharged by 'promoter' under any law.

15. Promoter shall pay the requisite stamp duty, registration charges, legal fees charged and levied for execution of this AGREEMENT.

#### SCHEDULE I

##### (DESCRIPTION OF THE SAID PROPERTY)

All that piece and parcel of the following lands, bearings

- 1) Survey No. 69 A admeasuring about 21 Ares i.e. 2100 sq.mtrs., assessed at 00 Rs. 37 Paise.
- 2) Survey No. 69/B/1 admeasuring about 82 Ares i.e. 8200 sq.mtrs. Out of which total land admeasuring 01 Hector 86 Ares, assessed at 05 Rs. 81 Paise.
- 3) Survey No. 69B/2 admeasuring about 01 Hector 86 Ares i.e. 18600 sq.mtrs., assessed at 05 Rs. 81 Paise.
- 4) Survey No. 69 C admeasuring about 7 Ares i.e. 700 s.q.mtrs. assessed at 00 Rs. 94 Paise

Together admeasuring about 29600 sq.mtrs. At village Manjari Budruk, Taluka Haveli, District Pune. And within Gram Panchayat Limit Manjari Budruk Taluka Haveli District Pune. And which more particularly described in the schedule

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hereunder written & (hereinafter called "the said property")  
IN WITNESS WHEREOF parties hereto have set their hands on this day  
date first hereinabove mentioned.

SIGNED AND DELIVERED  
by the within-named

*Mr. Sanjay Ram Takle*

MR. SANJAY RAM TAKLE  
FIRST PARTY



SIGNED AND DELIVERED  
by the within-named

*Mr. Ramesh Ghisulal Mehta*

DREAMS CORPORATION PVT. LTD.  
Through Its Directors  
MR. RAMESH GHISULAL MEHTA  
SECOND PARTY



WITNESS:

- 1) Signature : *Anita Mehtal*  
Name : Anita mehtal  
Address : dhankawadi, pune.
- 2) Signature : *Prasad Pot*  
Name : prasad pot  
Address : lotmrast, Pune 38

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हवेली  
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दस्तावेजाचे क्र. 10321/2010

पुणे नगरपालिका, राह दु.न.का-हवेली 18

Thursday, November 18, 2010

हवेली 63 अ

5:49:51 PM

सूची क्र. दोन INDEX NO. II

Page 63 of 6

गावाचे नाव : मांजरी बुद्रुक

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा किंवा त्याचे अनिलेख किंवा करार संक्षेपलेख व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 56,802,156.00  
बा.भा. रु. 94,792,000.00
- (2) भू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)  
(1) वर्गन: गाव मोजे मांजरी बु.येधील 1) स.नं. 69 अ यांसी एकुण क्षेत्र 00 हे. 21 आर (पोटखराव्यासहित) यांसी आकार 00 रु 37 पैसे. (2) स.नं. 69 ब हिस्ता नं. 1 यांसी एकुण क्षेत्र 01 हे. 86 आर (पोटखराव्यासहित) पैकी क्षेत्र 00 हे 84 आर यांसी आकार 05 रु 81 पैसे. (3) स.नं. 69 ब हिस्ता नं. 2 यांसी एकुण क्षेत्र 01 हे. 85 आर (पोटखराव्यासहित) यांसी आकार 05 रु 81 पैसे. (4) स.नं. 69 क यांसी एकुण क्षेत्र 00 हे. 07 आर (पोटखराव्यासहित) यांसी आकार 00 रु 94 पैसे. असे निव्वक्त 1 ते 4 एकुण क्षेत्र 02 हे. 98 आर म्हणजेच 29800 चौ.मी.
- (3) क्षेत्रफळ  
(1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा  
(1)
- (5) दस्तावेज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादी नाव व संपूर्ण पत्ता  
(1) संपूर्ण पत्ता : ; घर/प्लॉट नं. : ; रस्ता : ; ईमारतीचे नाव : ; ईमारत नं. : ; पेट/वसाहत : ; गणेश खिड; शहर/गाव: पुणे; तालुका: हवेली; पिन: ; डॉन नम्बर: AADCD2417L.
- (6) दस्तावेज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादी/विरुद्धी व संपूर्ण पत्ता  
(1) संपूर्ण पत्ता : ; घर/प्लॉट नं. : ; रस्ता : ; ईमारतीचे नाव : ; ईमारत नं. : ; पेट/वसाहत : ; गणेश खिड; शहर/गाव: पुणे; तालुका: हवेली; पिन: ; डॉन नम्बर: AADCD2417L.
- (7) दिनांक करून दिल्याचा  
(1) 2010
- (8) नोंदणीचा  
(1) 18/11/2010
- (9) अनुक्रमांक, खंड व पृष्ठ  
(1) 10321/2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क  
(1) रु 4739686.00
- (11) बाजारभावाप्रमाणे नोंदणी  
(1) रु 30000.00
- (12) शेर

मी नवकल वाचली  
मी रुजूवात घेतली

आसतवर हुकुम नवकल

सह-दुय्यम विबंधक  
हवेली क्र. 1८, (वर्ग-२) पुणे

दस्तावेजात नवकल  
श्री/सौ  
यांनूदिली.  
दिनांक

मेहता  
१८/११/१०



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA



PERMANENT ACCOUNT NUMBER



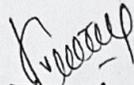
हवल-२०	
७६६	९९ ९८
२०१८	



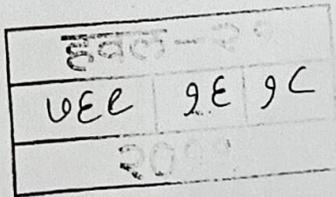
## घोषणापत्र

आम्ही, श्री. व्यंकट संजय किसवे किंवा श्री. संतोष सुंदरलाल दुबे याद्वारे घोषित करतो की, दुयम निबंधक हवेली क. ०२ यांचे, कार्यालयात करारनामा या शिर्षकाच्या दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. रमेश घिसुलाल मेहता यांनी दि. १८/०३/२०१३ रोजी, दस्त क. २४१४/२०१३ अन्वये आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे, सादर दस्त नोंदणीसाठी सादर केला आहे / निष्पादित करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही. किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कोणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास आम्ही पुर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस आम्ही पात्र राहू याची आम्हाला जाणीव आहे.

15/01/2019

  
श्री. व्यंकट संजय किसवे  
किंवा

श्री. संतोष सुंदरलाल दुबे  
कुलमुखत्यारपत्रधारक



**ANNEXURE-R-4****COURT CASES LIST**

Sr. No.	At Court	Complainant	To Company	Complaint No	Year
1	Before the Hon'ble Judicial, Magistrate First Class No.6 Pune, At Pune	The India Cements Ltd	Dreams Arc Developers	SCC 51535	2019
2	Before the Hon'ble Judicial, Magistrate First Class No.6 Pune, At Pune	The India Cements Ltd	Dreams Corporation Pvt Ltd	SCC 51526	2019
3	Before the Hon'ble Judicial, Magistrate First Class No.6 Pune, At Pune	The India Cements Ltd	Dreams Indus Associates	SCC 51534	2019
4	Before the Hon'ble Judicial, Magistrate First Class No.6 Pune, At Pune	The India Cements Ltd	Planet Dreams Corporation Pvt Ltd	SCC 48768	2019
5	Before the Hon'ble Judicial, Magistrate First Class No.6 Pune, At Pune	The India Cements Ltd	Dreams Construction Pvt Ltd	SCC 48769	2019
6	Before the Hon'ble Judicial, Magistrate First Class No.6 Pune, At Pune	The India Cements Ltd	Kohinoor Dreams Associates	SCC 48767	2019
7	Summons for Judgement i a Summary Suit(order XXXVII Rule3) In the Court of Civil Judge Senior Division Pune, At Pune	Mrs. Shobha Amarlal Chaabria	Dreams Estate A/c Elina	SSS No 308	2019
8	Before the Hon'ble Judicial, Magistrate First Class Pune, At Pune	Mrs. Preeti Ajay Dhumal	Dreams Estate A/c Elina	SCC 45052	2019
9	Before the Hon'ble Court of J.M.F.C. Pune, At Pune	Mrs. Vijaya Sudhir Joshi	Dreams Estate A/c Elina	SCC 62745	2020
10	Before the Hon'ble Judicial, Magistrate First Class Pune, At Pune	Mrs. Ranjana Vijay Ratnaparkhi	Dreams Estate A/c Elina	SSC 31737	2019
11	Before the Hon'ble Court of J.M.F.C. Pune, At Pune	Shri Jitesh Chandrashekhar Malji	Dreams Estate A/c Elina	SCC 19285	2020
12	Before the Hon'ble Court of J.M.F.C. Pune, At Pune	Shri. Suresh I. Kalyanshetti	Dreams Estate A/c Elina	SCC 19286	2020



VAKALATNAMABEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, WESTERNZONE BENCH, PUNE, AT PUNE

ORIGINAL APPLICATION NO. 105 OF 2023

Nagesh Vinayak Dhamale

.....Applicant

Versus

MPCB &amp; Ors.

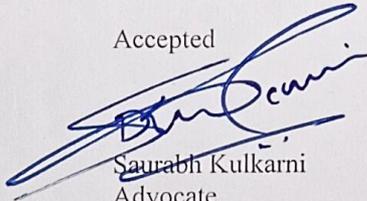
.....Respondents

I, **Sanjay Takale**, the above-named Respondent No.5 do hereby appoint, **Saurabh Kulkarni, Advocate** to act, appear, plead and compromise for me in the above matter.

In witness where of I have set my hand to this writing.

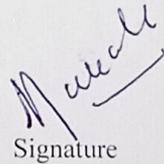
This 27<sup>th</sup> day of September 2023.

Accepted



Saurabh Kulkarni  
Advocate

420, SHANIWAR PETH,  
NEAR AHILYADEVI SCHOOL, PUNE - 411 030  
PH:020-24459027  
EMAIL: SDKADVOCATE@GMAIL.COM

  
Signature