

FORMAT-A

Circular No. (28/2021)

To
Maha RERA,
Housefin Bhavan,
Plot No. C - 21,
Bandra Kurla Complex,
Bandra (East),
Mumbai 400051.

LEGAL TITLE REPORT

Sub.: Title Clearance Certificate with respect to All that piece and parcel of land bearing CTS No.78A, 78B, 78C, 78D, 78E, 78F, 78G and 78H corresponding to Survey Nos. 91/2 and 4/3 admeasuring 18660.9 square metres and 12564.1 square metres or thereabouts respectively aggregating to 31225 square metres or thereabouts as per documents of title and admeasuring 18156.40 square metres and 12,435.20 square metres or thereabouts respectively and aggregating to 30,591.60 square metres as per Property Register Cards situate lying and being at Village Gundavali, Western Express Highway, Andheri East, in the Registration District and Sub-Registration District of Mumbai City and Mumbai Suburban ("the said Property") and more particularly described in the First Schedule hereunder written.

I have been instructed by my client Havemore Realty Private Limited ("**My Client**") to investigate its title to the captioned Property and for the same purpose, I have perused photo copies of following documents made available for my inspection and information and explanation provided in connection therewith. On perusal of the documents and information provided to me, I have to state as follows:

- 1) **Description of the Property** All that piece and parcel of land bearing CTS No.78A, 78B, 78C, 78D, 78E, 78F, 78G and 78H corresponding to Survey Nos. 91/2 and 4/3 admeasuring 18660.9 square metres and 12564.1 square metres or thereabouts respectively aggregating to 31225 square metres or thereabouts as per documents of title and admeasuring 18156.40 square metres and 12,435.20 square metres or thereabouts respectively and aggregating to 30,591.60 square metres as per Property Register Cards situate lying and being at Village Gundavali, Western Express Highway, Andheri East, in the Registration District and Sub-Registration District of Mumbai City and Mumbai Suburban ("the said Property").
- 2) **Document of acquirement of property**
 - i) Development Agreement dated 19th January, 2006 executed and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-1-00487 of 2006 by and between 1) Judy Melville Gonsalves nee Judy Mathew Nunes along with Terrance Mathew Nunes & 3 Ors (Owner No. 1 and 2) Sidney Francis Rodrigues along with Lavina T Rodrigues & 16 Ors (Owner No. 2) as Party of the One Part and M/s. Sunshine Builders and Developers ("**Sunshine**") therein referred to as Party of the Other Part.
 - ii) Indenture of Conveyance dated 28th February, 2011 executed and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-15-02205-2011 by and between 1) Judy Melville Gonsalves nee Judy Mathew Nunes along with Terrance Mathew Nunes & 3 Ors (Owner No. 1 and 2) Sidney Francis Rodrigues along with Lavina T Rodrigues & 16 Ors (Owner

No. 2) as Party of the One Part and M/s. Sunshine Builders and Developers ("**Sunshine**") purchasers therein referred to as Party of the Other Part.

- iii) By and under Co-Development Agreement dated 21st March, 2011 executed by and between Sunshine Developers therein referred to as 'Developer' of the One Part and Gigaplex Developers Private Limited ("**Gigaplex**") therein referred to as 'Co-Developer' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-2650 of 2011 ("**Co-Development Agreement**")
- iv) Supplemental Co-Development Agreement dated 31st March, 2011 was executed by and between Sunshine Developers therein referred to as 'Developer' of the One Part and Gigaplex therein referred to as 'Co-Developer' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-3072 of 2011.
- v) Irrevocable Power of Attorney dated 31st March, 2011 executed and registered under Serial No. BDR-1-3073-2011 by Sunshine Developers through their Partners (i) Nilesh Mehta, (ii) Shailesh Mehta and (iii) Seth Discretionary Family Trust through its Trustee Dhanpat Sethin favour of the nominees of Gigaplex.
- vi) Further Supplemental Co-Development Agreement dated 12th December, 2013 executed by and between Sunshine Developers therein referred to as 'Developer' of the One Part and Gigaplex therein referred to as 'Co-Developer' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-2650 of 2011
- vii) Irrevocable Power of Attorney dated 12th December, 2013 executed and registered under Serial No. BDR-15-8214-2013 by Sunshine Developers through their Partners (i) Nilesh Mehta, (ii) Shailesh Mehta and (iii) Seth Discretionary Family Trust through its Trustee Dhanpat Sethin favour of the nominees of Gigaplex.
- viii) By and under Sale Certificate dated 24th December, 2019 issued under the SARFAESI Act and in exercise of the powers conferred under Section 13 of the said Act read with Rules 8 and 9 of the Security Rules executed and registered under no. BDR-18-15086 of 2019 with the Office of Sub-Registrar 7 by HDFC in favour of Havmore Realty Private Limited for the said property.

3) **Property Card**

Upon perusal of the Property Register Card for CTS No. in respect of CTS Nos.78A, 78B, 78C, 78D, 78G, 78E, 78F and 78H, I observed as mentioned in summary as follows:

CTS No.	Area (in Sq.mtrs.)	Tenure	Holder as per PRC	Remarks
78A	11559.5	NA land	Sunshine Builders and Developers	Rehab Plot
78B	90.1	NA Land	Sunshine Builders and Developers	Rehab Plot

			(Reservation - For Slum Rehabilitation)	
78C	5.5	NA Land	Sunshine Builders and Developers (Reservation - For Slum Rehabilitation)	Rehab Plot
78D	12369.5	NA Land	Sunshine Builders and Developers (Reservation - For Slum Rehabilitation)	Sale Plot
78E	2380	Agricultural	MCGM	PG reservation
78F	803	Agricultural	Sunshine Builders and Developers (Reservation - For Slum Rehabilitation)	MH+D Reservation
78G	669.5	Agricultural	MCGM	DP Road
78H	2714.5	Agricultural	-MCGM	Road setback
Total	30591.60			

4) **Search Report for 30 years from 1914 to 2022 (108 years)**

Land Search Report dated 24/09/2021 of Eknath S. Gaokar (Search Clerk) for land record of the said property in Offices of Sub-Registrar Mumbai, Bandra and Online Search. Online Search on the Portals of Inspector General Registration (IGR) Website particularly for the year 2021-2022.

Registrar of Companies Record Search Report dated 28/01/2020 issued by Jeenal Dawda, Company Secretary for search taken at Registrar of Companies for Charges created by Havemore Realty Private Limited on the said Property.

Registrar of Companies Record Search Report dated 21/09/2021 issued by Jeenal Dawda, Company Secretary for search taken at Registrar of Companies for Charges created by Havemore Realty Private Limited on the said Property.

Registrar of Companies Record Search Report dated 20/09/2021 issued by Jeenal Dawda, Company Secretary for search taken at Registrar of Companies for Charges created by Gigaplex Developers Private Limited on the said Property.

Search Report dated 17/09/2021 of Gigaplex Developers Private Limited issued by Jeenal Dawda, Company Secretary with respect to online Searches on Cersai conducted in connection with creation of security interest on the Company Gigaplex Developers Private Limited in respect of the said property.

Search Report dated 15/09/2021 of Havemore Realty Private Limited issued by Jeenal Dawda, Company Secretary with respect to online Searches on Cersai conducted in connection with creation of security interest on the Company Gigaplex Developers Private Limited in respect of the said property.

Search Report dated 16-17/09/2021 of registered partnership firm viz. Sunshine Builders & Developers issued by Ambika Books Gallary through Krushnakant Narkar.

Upon perusal of the aforesaid documents and all other documents pertaining to the Title of the said Property made available for my inspection and information and explanation in connection therewith and relying on representation made in this behalf, I am of opinion that (i) subject to encumbrances of subsisting mortgages in favour of Housing Development Finance Corporation Limited (HDFC) as mentioned in Clause No. 5 (i) to (iii), and (ii) outcome of litigation set out in Annexure "D-1" & "D-2" and in Second Schedule of Flow of Title, the Havemore Realty Private Limited, pursuant to (a) Sale Certificate dated 24th December, 2019 issued under the SARFAESI Act and in exercise of the powers conferred under Section 13 of the said Act read with Rules 8 and 9 of the Security Rules, HDFC sold the said Property to Havemore at or for the consideration of Rs.232,00,00,000/- (Rupees two Hundred and Thirty-Two Crores Only) read with b) Offer Letter dated 18th February, 2019 by Havemore Realty Private Limited to HDFC and Letter of Acceptance dated 23rd February, 2019 by HDFC addressed to Havemore Realty Private Limited, became well and sufficiently entitled to the said Property as owner thereof more particularly described in the SCHEDULE hereunder written and as such entitled to carry out development thereon in accordance with the applicable laws and approvals and also authority to sell or otherwise dispose of the Premises.

Owner of the said Property

- 1) Sunshine Builders and Developers is shown as Land Holder the said property bearing City Survey No. 78A, 78B, 78C, 78D and 78F of Village Gundavali, Taluka Andheri, Mumbai Suburban District. However, Havemore Realty Private Limited has acquired from HDFC under registered Sale Certificate dated 24th December, 2019 and as such Havemore Realty Private Limited is the Owner of the said Property. I am informed and it is represented that Property Card shall be mutated in the name of Havemore Realty Private Limited in due course of time accordingly.
- 2) Municipal Corporation of Gr Mumbai is the Owner of the said property bearing City Survey No. 78E, 78G and 78H of Village Gundavali, Taluka Andheri, Mumbai Suburban District.
- 3) Qualifying comments/remarks : Pending Litigations and subsisting mortgages as mentioned in detailed Flow of Title annexed as Annexure "A" hereto and this Legal Title Report be read and construed in conjunction with Annexure-A.

The report reflecting the Flow of the title in respect the said property and encumbrances thereof is listed and separately enclosed and annexed as **Annexure-"A"**.

Dated this 01st day of December, 2022.



(Pradip Garach)
Advocate High Court, Bombay

Encl.: Annexure "A" –Flow of Title

FORMAT-A

Circular No. (28/2021)

FLOW OF THE TITLE OF THE SAID LAND

Sub.: Title Clearance Certificate with respect to All that piece and parcel of land bearing CTS No.78A, 78B, 78C, 78D, 78E, 78F, 78G and 78H corresponding to Survey Nos. 91/2 and 4/3 admeasuring 18660.9 square metres and 12564.1 square metres or thereabouts respectively aggregating to 31225 square metres or thereabouts as per documents of title and admeasuring 18156.40 square metres and 12,435.20 square metres or thereabouts respectively and aggregating to 30,591.60 square metres as per Property Register Cards situate lying and being at Village Gundavali, Western Express Highway, Andheri East, in the Registration District and Sub-Registration District of Mumbai City and Mumbai Suburban ("the said Property") and more particularly described in the First Schedule hereunder written.

I have prepared this Opinion on Title in respect of the said Property, on the basis of and relying upon (i) photocopies of documents of title, papers and revenue records, more particularly mentioned in my main Legal Title Report, furnished to us from time to time in respect of the said Property; (ii) Search Report dated 24/09/2021 issued by Eknath S. Gaokar, Search Clerk in respect of the searches conducted in the office of the concerned Sub-Registrar of Assurances at Mumbai, Bandra and Online Search on portals of IGR Website; (iii) Search Report dated 4th April, 2020, issued by Jinal Dawda, Company Secretary in respect of searches carried out on Central Registry of Securitisation Asset Reconstruction and Security Interest of India; (iv) Search Report dated 28th January, 2020 issued by Jinal Dawda, in respect of the searches conducted on the website of the Ministry of Corporate Affairs in respect of Havemore Realty Private Limited ("**Havemore**"); (v) Legal Audit Report dated 7th April, 2020 issued by Cubictree Technology Solutions Private Limited in respect of Havemore and vi) information and explanation gathered by me in connection therewith. On perusal of the aforesaid documents and information provided to us we note as under:

A) Details of the Documents

1. Development Agreement dated 19th January, 2006 executed and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-1-00487 of 2006 by and between 1) Judy Melville Gonsalves nee Judy Mathew Nunes along with Terrance Mathew Nunes & 3 Ors (Owner No. 1 and 2) Sidney Francis Rodrigues along with Lavina T Rodrigues & 16 Ors (Owner No. 2) as Party of the One Part and M/s. Sunshine Builders and Developers ("**Sunshine**") therein referred to as Party of the Other Part.
2. Indenture of Conveyance dated 28th February, 2011 executed and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-15-02205-2011 by and between 1) Judy Melville Gonsalves nee Judy Mathew Nunes along with Terrance Mathew Nunes & 3 Ors (Owner No. 1 and 2) Sidney Francis Rodrigues along with Lavina T Rodrigues & 16 Ors (Owner No. 2) as Party of the One Part and M/s. Sunshine Builders and Developers ("**Sunshine**") purchasers therein referred to as Party of the Other Part
3. By and under Co-Development Agreement dated 21st March, 2011 executed by and between Sunshine Developers therein referred to as 'Developer' of the One Part and Gigaplex Developers Private Limited ("**Gigaplex**") therein referred to as 'Co-Developer' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-2650 of 2011 ("**Co-Development Agreement**")
4. Supplemental Co-Development Agreement dated 31st March, 2011 was executed by and between Sunshine Developers therein referred to as 'Developer' of the One Part and

Gigaplex therein referred to as 'Co-Developer' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-3072 of 2011,

5. Irrevocable Power of Attorney dated 31st March, 2011 executed and registered under Serial No. BDR-1-3073-2011 by Sunshine Developers through their Partners (i) Nilesh Mehta, (ii) Shailesh Mehta and (iii) Seth Discretionary Family Trust through its Trustee Dhanpat Sethin favour of the nominees of Gigaplex,
6. Memorandum or Articles of Association of the said Gigaplex
7. Further Supplemental Co-Development Agreement dated 12th December, 2013 executed by and between Sunshine Developers therein referred to as 'Developer' of the One Part and Gigaplex therein referred to as 'Co-Developer' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-2650 of 2011
8. Irrevocable Power of Attorney dated 12th December, 2013 executed and registered under Serial No. BDR-15-8214-2013 by Sunshine Developers through their Partners (i) Nilesh Mehta, (ii) Shailesh Mehta and (iii) Seth Discretionary Family Trust through its Trustee Dhanpat Sethin favour of the nominees of Gigaplex,
9. Letter of Intent ("LOI") dated 17th March, 2006 bearing No. SRA/ENG/952/KE/PL /LOI issued by the SRA in favour of Sunshine Developers with respect to Mahakali Darshan SRA CHS (proposed),
10. Revised LOI dated 20th February, 2009 bearing reference No. SRA/ENG/952/KE/PL /LOI was issued by the SRA in favour of Sunshine Developers and Mahakali Darshan SRA CHS and Mahakali Darshan 'A' SRA CHS (proposed).
11. Further Revised LOI dated 15th November, 2011 bearing reference No. SRA/ENG/952/KE/PL/LOI was issued by the SRA in favour of Sunshine Developers and Mahakali Darshan SRA CHS and Mahakali Darshan 'A' SRA CHS (proposed).
12. LOI dated 7th December, 2015 bearing reference no. SRA/ENG/952/KE/PL/LOI was issued by the SRA in favour of Havemore and Mahakali Darshan SRA and Mahakali Darshan 'A', sanctioning revised LOI for the Slum Rehabilitation Scheme on the slum plot bearing CTS Nos. 78A to 78H (previously CTS No.78 & 79) of Village Gundavali.
13. By and under Sale Certificate dated 24th December, 2019 issued under the SARFAESI Act and in exercise of the powers conferred under Section 13 of the said Act read with Rules 8 and 9 of the Security Rules executed and registered under no. BDR-18 -15086 of 2019 with the Office of Sub-Registrar 7 by HDFC in favour of Havemore Realty Private Limited for the said Property.
14. Deed of Simple Mortgage dated 30th December, 2011 executed by and between (1) Gigaplex therein referred to as 'Mortgagor-1' of the First Part, (2.1) Nilesh Mehta, (2.2) Shailesh Mehta, (2.3) Dhanpat Seth, all partners of Sunshine Developers in their personal capacity, therein referred to as 'Mortgagor-2' of the Second Part, (3) Kaveri Estates Private Limited therein referred to as "Mortgagor-3" of the Third Part, (4) Gigaplex therein referred to as "Borrower" of the Fourth Part and HDFC therein referred to as Mortgagee of the Fifth Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-18-15086 of 2011.
15. Deed of Simple Mortgage dated 12th February, 2013 executed by and between (1) Gigaplex therein referred to as 'Mortgagor-1' of the First Part, (2.1) Nilesh Mehta, (2.2) Shailesh Mehta, (2.3) Dhanpat Seth, all partners of Sunshine Developers acting in their personal capacity, therein referred to as 'Mortgagor-2' of the Second Part, (3) Kaveri Estates Private

Pradip Garach

Advocate

High Court, Bombay

- Limited therein referred to as "Mortgagor-3" of the Third Part, (4) Gigaplex therein referred to as "Borrower" of the Fourth Part and HDFC therein referred to as "Mortgagee" of the Fifth Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-4-1190 of 2013
16. Unilateral Indenture of Mortgage dated 24th December, 2019 executed by and between Havemore therein referred to as 'Mortgagor' of the One Part, in favour of HDFC therein referred to as 'Mortgagee' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-4/1190 of 2019,
 17. By and under Order dated 7th October, 2010 bearing No. EC(Sunshine)-2009/144/CR/165/TCI of the Government of Maharashtra, environmental clearance for the project on the said property.
 18. Order dated 9th May, 2012 bearing No. IHC/LND/NAP/SR2046 issued by the Collector, Mumbai Suburban District, Sunshine Developers was granted non -agricultural permission to use the said Property for Residential and Commercial purposes.
 19. No Objection Certificate for Height Clearance dated 6th May, 2019 issued by General Manager Airports, Airport Authority of India ("AAI"),
 20. 7/12 Extract of the said property then bearing Survey No. 91/2 and 4/3 in Village Gundvali Taluka Vileparle Mumbai Suburban District
 21. Online Property Card for property now bearing CTS nos. 78A, 78B, 78C, 78D, and 78E, 78F, 78G and 78H (Survey Nos. 91/2 & 4/3) situate lying and being at Village Gundavali Taluka Vileparle Mumbai Suburban District
 22. Order dated 23rd November, 2009 bearing No. SRA/ENG/412/KE/PL/LOI issued by the SRA, amalgamation of plots of land bearing CTS No. 78 and 79
 23. Letter dated 9th May, 2012 bearing no.SR-1664 of the District Collector, Mumbai District, whereby CTS Nos.78 and 79 were amalgamated.
 24. Search Report dated 24/09/2021 of Eknath S. Gaokar (Search Clerk) for land record of the said property in Offices of Sub-Registrar Mumbai, Bandra and Online Search
 25. Search Report dated 28/01/2020 of Havemore Realty Private Limited issued by Jeenal Dawda, Company Secretary for records of Registrar of Companies
 26. Search Report dated 21/09/2021 of Havemore Realty Private Limited issued by Jeenal Dawda Company Secretary for records of Registrar of Companies.
 27. Search Report dated 20/09/2021 of Gigaplex Developers Private Limited issued by Jeenal Dawda, Company Secretary for records of Registrar of Companies.
 28. Search Report dated 17th September, 2021 issued by Cubictree Technology Private Limited for the online search taken of records of Supreme Court, High Court, District Court, ITAT/CESTAT, NCLT/NCLAT in connection with the said property vis a vis Havemore Realty Private Limited.
 29. Search Report dated 17th September, 2021 issued by Cubictree Technology Private Limited for the online search taken of records of Supreme Court, High Court, District Court, ITAT/CESTAT, NCLT/NCLAT in connection with the said property vis a vis Gigaflex Developers Private Limited

30. Search Report dated 17/09/2021 of Gigaplex Developers Private Limited issued by Jeenal Dawda, Company Secretary with respect to online Searches on Cersai conducted in connection with creation of security interest on the Company Gigaplex Developers Private Limited in respect of the said property.
31. Search Report dated 15/09/2021 of Havemore Realty Private Limited issued by Jeenal Dawda, Company Secretary with respect to online Searches on Cersai conducted in connection with creation of security interest on the Company Gigaplex Developers Private Limited in respect of the said property.
32. Search Report dated 16-17/09/2021 of registered partnership firm viz. Sunshine Builders & Developers issued by Ambika Books Gallery through Krushnakant Narkar.

B) Flow of Title

1. On perusal of recitals of the Co-Development Agreement dated 21st March, 2011 (more particularly described in paragraph 8 hereunder), it appears that:

- 1.1 Prior to 1947, it appears that at relevant material times, one Pedro Z. Fernandes ("**Pedro**") was absolutely seized and possessed of and well and sufficiently entitled to **ALL THAT** piece and parcel of land or ground bearing Survey Nos. 91/2 and 4/3 admeasuring 4 Acres 17.5 Gunthas and 3 Acres 9.75 Gunthas respectively aggregating to 31,085.14 square meters or thereabouts corresponding to CTS Nos. 78 and 79 admeasuring 18,156.4 square meters and 12435.2 square meters respectively aggregating to 30,591.60 square meters or thereabouts situate lying and being at Village Gundavali, Western Express Highway, Andheri - East, in the Registration District and Sub-Registration District of Mumbai City and Mumbai Suburban ("**the said Property**"). Mutation Entry ("**ME**") No. 941 dated 25th December, 1949 records the foregoing. The said Mutation Entry is not available.

- 1.2 Pedro died on or about 3rd February, 1947 leaving behind his son, Elither Francis Pedro Fernandes / Elither Pedro Fernandes alias E.P. Fernandes ("E.P. Fernandes") as his only legal heir and the name of E.P. Fernandes was mutated as the Owner in revenue records of the said Property.

- 1.3 E.P. Fernandes died on or about 13th December, 1972 leaving behind a Will dated 16th June, 1972 ("Will"). It appears that in terms of the Will, the said E.P. Fernandes bequeathed all his properties to one Bridget Nunes ("Bridget") including inter alia the said Property, being the sole legatee of the said E.P. Fernandes.

- 1.4 Bridget died intestate on 5th January, 1978, leaving behind (i) Terence Mathew Nunes ("Terence"); (ii) Janet Vinod Kulkarni alias Janet Mathew Nunes ("Janet"); (iii) Godfrey Mathew Nunes ("Godfrey"); (iv) Judy Melville Gonsalves nee Judy Mathew Nunes ("Judy"); (v) Ovita Bonnie Lewis alias Ovita Mathew Nunes ("Ovita") and (vi) Russell Mathew Nunes ("Russell") as her only legal heirs (collectively referred to as "Terence and 5 others / heirs of Bridget"). I have not been provided with the death certificate of Bridget and Heirship Certificate/Succession Certificate/Will and Probate/Letters of Administration of Bridget.

- 1.5 In respect of the Testamentary proceedings of late E.P. Fernandes:

- 1.5.1 It appears that as there was no Executor appointed under the Will and late Bridget was the beneficiary under the Will, consequently, Testamentary and Intestate Petition bearing No. 550 of 1978 ("**Testamentary Petition**") was filed before the Hon'ble High Court of Judicature at Bombay

("Bombay High Court") by heirs of Bridget for grant of letters of administration with the Will annexed thereto in respect to the said Property and credits of E.P. Fernandes.

- 1.5.2 In pursuance of the aforesaid, the heirs of E.P. Fernandes being his sisters namely (i) Mrs. Delphine Maggie Rodrigues ("**Delphine**"); (ii) Mrs. Clothilda Mary Gomes ("**Clothilda**") and (iii) Mrs. Sylvia D' Abreo ("**Sylvia**") (collectively referred to as "**Delphine and 2 others**") filed a caveat in the said Testamentary Petition, upon which citations were served to Delphine and 2 Others and accordingly the said Testamentary Petition No. 550 of 1978 was converted into a Testamentary Suit bearing No. 23 of 1979 ("**Testamentary Suit**").
- 1.5.3 Thereafter, Consent Terms were filed by the Parties to the Testamentary Suit, in the form of Articles of Agreement dated 4th February, 1985 ("**Consent Terms**") which was taken on records by the Bombay High Court and the Bombay High Court ordered that Letters of Administration with Will annexed to the estate of the deceased E. P Fernandes.
- 1.5.4 Consent Terms were executed by and amongst (i) Terence and 5 others (therein referred to as 'the Parties of the First Part'), (ii) Delphine (therein referred to as 'the Party of the Second Part'), (iii) Clothilda (therein referred to as 'the Party of the Third Part') and (iv) Sylvia (therein referred to as 'the Party of the Fourth Part'), whereby Terence and 5 others became jointly entitled to 42% undivided share in the said Property and Delphine and 2 others became jointly entitled to 58% undivided share in the said Property, which is recorded in the Fifth and Sixth Schedule thereto.
- 1.5.5 Clothilda died intestate on or about 2nd February, 1987, leaving behind (i) Hector Blasé Gomes ("**Hector**"); (ii) Derick J. Gomes ("**Derick**"); (iii) Chelsa E. Gomes (widow of Douglas Gomes) ("**Chelsa**"); (iv) Jacqueline Gomes ("**Jacquiline**") and (v) Leon Gomes ("**Leon**") as her only legal heirs. I have also not been provided with the death certificate of Clothilda and Heirship Certificate/Succession Certificate/Letters of Administration of Clothilda
- 1.5.6 Delphine died intestate on or about 29th December 1992, leaving behind (i) Lavina T. Rodrigues ("**Lavina**"), (ii) Sidney Francis Rodrigues ("**Sidney**"), (iii) Margery Rodrigues ("**Margery**"), (iv) Flynn I. Rodrigues ("**Flynn**"), (v) Dymna Mary DeMellow ("**Dymna**"), (vi) Andrew H. Rodrigues ("**Andrew**") and (vii) Fay Jeffery ("**Fay**") as her only legal heirs. I have also not been provided with the death certificate of Delphine and Heirship Certificate/Succession Certificate/Letters of Administration of Delphine.
- 1.5.7 Sylvia died intestate on or about 6th May 1995, leaving behind (i) Trevett D' Abreo ("**Trevett**"), (ii) Coral Raja ("**Coral**"), (iii) Pearl Vaz ("**Pearl**"), (iv) Dale Almeida ("**Dale**"), (v) Ripon D' Abreo ("**Ripon**") and (vi) Clyde D'Abreo ("**Clyde**") as her only legal heirs. We have also not been provided with the death certificate of Sylvia and Heirship Certificate/Succession Certificate/Letters of Administration of Sylvia (the heirs recorded in 1.5.5, 1.5.6 and 1.5.7. are hereinafter collectively referred to as "**the heirs of Clothilda, Delphine and Sylvia**")
- 1.5.8 The Hon'ble High Court of Bombay granted the Letters of Administration with the Will annexed on 7th January, 1997 in favour of Judy and Sidney in respect of the properties and estate of the late E.P Fernandes and accordingly Judy and Sidney became well and sufficiently entitled to

represent the interest of (i) heirs of Bridget and (ii) heirs of Clothilda, Delphine and Sylvia in the said Property ("**the said Administrators**").

1.5.9 In the aforesaid manner, (i) heirs of Bridget became jointly entitled to 42% undivided share in the said Property and (ii) heirs of Clothilda, Delphine and Sylvia became jointly entitled to 58% undivided share in the said Property.

1.6 By and under Development Agreement dated 19th January, 2006 executed by and between the said Administrator viz. 1) Judy Melville Gonsalves nee Judy Mathew Nunes along with Terrance Mathew Nunes & 3 Ors (Owner No. 1 and 2) Sidney Francis Rodrigues along with Lavina T Rodrigues & 16 Ors (Owner No. 2) referred to as Party of the One Part and M/s. Sunshine Builders and Developers ("**Sunshine Developers**") therein referred to as Sunshine Party of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-1-00487 of 2006, the said Owner No. 1 and Owner No. 2 granted development rights in respect of said Property to Sunshine Developers at or for the consideration and in the manner contained therein.

1.7 Simultaneously with the execution of the aforesaid Development Agreement, the said 1) Judy Melville Gonsalves nee Judy Mathew Nunes along with Terrance Mathew Nunes & 3 Ors (Owner No. 1 and 2) Sidney Francis Rodrigues along with Lavina T Rodrigues & 16 Ors (Owner No. 2) executed an Irrevocable Power of Attorney dated 19th January, 2006 in favour of the nominees of the Sunshine Developers bearing Serial No. BDR-1-85-2006, granting the Attorneys' power for acts, deeds and things to be done in respect of development of the said Property.

1.8 By and under Indenture of Conveyance dated 28th February, 2011 executed by and between the said Administrator viz. 1) Judy Melville Gonsalves nee Judy Mathew Nunes along with Terrance Mathew Nunes & 3 Ors (Owner No. 1 and 2) Sidney Francis Rodrigues along with Lavina T Rodrigues & 16 Ors (Owner No. 2) therein referred to as 'Vendors' of the One Part and Sunshine Developers therein referred to as 'Purchasers' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-15-02205-2011, the said Administrators therein sold transferred and conveyed the said Property unto Sunshine Developers at or for the consideration and in the manner therein contained.

2. In the aforesaid manner, Sunshine Developers became well and sufficiently entitled to the said Property in its entirety as owner thereof.

C) **Development of the said Property:**

3. The said Property was encroached by Slum Dwellers, who were in use and occupation thereof and the Slum Dwellers formed themselves two proposed societies namely (i) 'Mahakali Darshan SRA Sahakari Griha Nirman Sanstha (Proposed) (Part A)' and (ii) 'Mahakali Darshan SRA Sahakari Griha Nirman Sanstha (Proposed) (Part B)' ("**Proposed Societies**").

4. The Deputy Chief Executive Officer, Maharashtra Slum Improvement Board vide Order bearing No. SLM/1075/5280-G passed under Maharashtra Slum Improvement Board Act, 1973 published in Part I of the Official Gazette of the State of Maharashtra on 22nd January, 1976, inter alia declared/notified the said Property as 'Slum Improvement Area'.

Pradip Garach

Advocate

High Court, Bombay

CTS No.	Area (in square meters)	Local name of area	Description of boundaries
79	12564.1	Gundavali Village Zopadpatti, Andheri (East)	North - Boundary of Mogra Village
78	18660.9		South - Yamuna Co-operative Society, Lake near Highway East - Ahmedabad Express Highway West - Warma Nagar, CTS Nos. 104 G, Municipal School, Old Nagardas Road

5. Notwithstanding the aforesaid Order, an Order bearing No. RMND-30-SLM-153 was passed by the Deputy Collector, (ENC) and Competent Authority, Sub-Division Andheri under the Maharashtra Slum Areas (Improvement, Clearance and Re-development) Act, 1971 ("**Slum Act**") and published in the Official Gazette of the Government of Maharashtra on 19th February, 1982, whereby inter alia CTS No. 79 forming part of the said Property was again declared/notified as a 'Slum Area'.

CTS No.	Area (in square meters)	Local name of area	Description of boundaries
79	12564.1	Gundavali hill, Village Gundawali	North - Village boundary of Mogra South- CTS No. 78 & 86 East - CTS No. 80 and Highway West - Warma Nagar

6. The Proposed Societies, by and under two separate Agreements both dated 19th March, 2004 appointed Sunshine Developers as the Developer of their respective Proposed Societies and entrusted the work of redevelopment of the said Property to Sunshine Developers as per provisions of the Maharashtra Slum Act and Regulation 33(10) read with Appendix IV of Development Control Regulations for Greater Bombay, 1991 ("**DCR**"). I have not been provided with general body resolutions passed by the Proposed Societies appointing Sunshine Developers as the developer in respect of the said Property. I have also not been provided with aforesaid Agreements both dated 19th March, 2004. By and under the said Declaration, I have been informed that the general body resolutions and Agreements both dated 19th March, 2004 are not available with Havcmorc Realty Private Limited.
7. Proposed Societies were renamed and registered with the Registrar of Co-operative Societies, Slum Rehabilitation Authority, Mumbai ("**SRA**"),
- Mahakali Darshan SRA Sahakari Griha Nirman Sanstha Limited ("**Mahakali Darshan SRA**") was registered as a society under the provisions of Maharashtra Co-operative Societies Act, 1960 vide Certificate dated 5th August, 2006 bearing Registration No. MUM/SRA/HSG/TC/11177/2006;
 - Mahakali Darshan 'A' SRA Sahakari Griha Nirman Sanstha Limited ("**Mahakali Darshan 'A'**") was registered as a society under the provisions of Maharashtra Co-operative Societies Act, 1960 vide Certificate dated 20th August, 2010 bearing Registration No. MUM/SRA/HSG /TC/11852/2010.

(Mahakali Darshan SRA and Mahakali Darshan 'A' are hereinafter collectively referred to as "**said Societies**")

8. By and under Co-Development Agreement dated 21st March, 2011 executed by and between Sunshine Developers therein referred to as 'Developer' of the One Part and Gigaplex Developers Private Limited ("**Gigaplex**") therein referred to as 'Co-Developer' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-2650 of 2011 ("**Co-Development Agreement**"), Sunshine Developers appointed Gigaplex to develop the FSI component of the said Property and it was inter alia agreed between the Parties that a sum of Rs.97,50,00,000/- (Ninety-Seven Crores Fifty Lakhs Only) will be paid to Gigaplex for construction and Sunshine Developers shall be entitled to 50% of the total constructed area by utilizing FSI and 50% of the other benefits arising from the development of the said Property subject to the terms and conditions contained therein. Out of the aforesaid consideration, Sunshine Developers paid to Gigaplex a sum of Rs.45,00,00,000/- Rupees Forty-Five Crores only) on or before the execution of the agreement.
9. It appears that a Supplemental Co-Development Agreement dated 31st March, 2011 was executed by and between Sunshine Developers therein referred to as 'Developer' of the One Part and Gigaplex therein referred to as 'Co-Developer' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-3072 of 2011, whereby the parties therein inter alia modified certain terms of the Co-Development Agreement. ("**Supplemental Co-Development Agreement**"). I have not been provided with a copy of the aforesaid Supplemental Co-Development Agreement dated 31st March, 2011.
10. I have seen a copy of the Memorandum or Articles of Association of the said Gigaplex and note that there was a Shareholders Agreement dated 11th August, 2011 made between (i) Balaton Limited, being Investor 1; (ii) Cityscene Investments Limited, being Investor 2; (iii) HDFC Ventures Trustee Company Limited, being Investor 3; (iv) Gigaplex Developers Private Limited, being the Company; (v) Avani Vijay Raheja, being Promoter 1; (vi) Vijay Raheja, Promoter 2; (vii) V. Raheja Design Construction Private Limited, Promoter 3; (viii) Mississippi Traders and Developers Private Limited, Promoter 4, pursuant to which special rights in respect of inter-alia the development of the said Property have been granted by Gigaplex in favour of Balaton Limited, Cityscene Investments Limited and HDFC Ventures Trustee Company Limited, as contained therein.
11. In pursuance of the aforesaid Co-Development Agreement and Supplemental Co-Development Agreement, Sunshine Developers through their Partners (i) Nilesh Mehta, (ii) Shailesh Mehta and (iii) Seth Discretionary Family Trust through its Trustee Dhanpat Seth executed an Irrevocable Power of Attorney dated 31st March, 2011 bearing Serial No. BDR-1-3073/2011 in favour of the nominees of Gigaplex, granting the Attorneys' power for acts, deeds and things to be done in respect of co-development of the said Property under Co-Development Agreement and Supplemental Co-Development Agreement.
12. By and under Further Supplemental Co-Development Agreement dated 12th December, 2013 executed by and between Sunshine Developers therein referred to as 'Developer' of the One Part and Gigaplex therein referred to as 'Co-Developer' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-2650 of 2011 ("**Further Supplemental Co-Development Agreement**"), the Parties therein agreed to substitute the erstwhile revenue sharing arrangement recorded in the Supplemental Co-Development Agreement and back revert to the arrangement of area sharing recorded under the Co-Development Agreement subject to the terms and conditions as contained therein.
13. In pursuance of the aforesaid Further Supplemental Co-Development Agreement, Sunshine Developers through their Partners (i) Nilesh Mehta, (ii) Shailesh Mehta and (iii) Seth Discretionary family Trust through its Trustee Dhanpat Seth executed an Irrevocable Power of Attorney dated 12th December, 2013 bearing Serial No. BDR-15-8214-2013 in favour of the nominees of Gigaplex, granting the Attorneys' power for acts, deeds and

things to be done in respect of co-development of the said Property under Further Supplemental Co-Development Agreement.

14. Due to immense delay in implementation of the slum rehabilitation scheme and failure on part of Sunshine Developers to make payment of rents to the slum dwellers, the Society made representations against Sunshine Developers vide Letters dated 22nd January, 2015 and 24th April, 2015 before the Chief Executive Officer, SRA. After hearing the parties, SRA vide its Order dated 29th June, 2015 bearing No. SRA/CEO/Mahakali Darshan SRA CHS Ltd/13/2015 read with Corrigendum dated 2nd July, 2015 bearing No. SRA/CEO/Mahakali Darshan/14/2015 ("**Termination Order**"), inter alia directed as follows:
- (i) Appointment of Sunshine Developers as the Developer for implementation of Slum Rehabilitation Scheme on the said Property was terminated;
 - (ii) Slum Dwellers of the said Societies were directed to appoint a new management committee within two months from the date of the order;
 - (iii) The Societies were further directed to appoint a new developer within a period of one month from the date of the management committee elections.

I have not been furnished with copies of Letters dated 22nd January, 2015 and 24th April, 2015 before the Chief Executive Officer, SRA.

15. Thereafter, vide its Review Application dated 9th September, 2015 filed before the Chief Executive Officer, SRA, Sunshine filed an application for review of the Termination Order inter alia praying that the SRA review and recall of the Appointment Order passed in favour of Havemore Realty Private Limited.
16. The said Societies vide their General Body Meeting dated 11th September, 2015 recorded the cancellation of appointment of Sunshine Developers as the Developer of the Slum Rehabilitation Scheme and also cancelled all the agreements executed with Sunshine including the DA, POA consents executed by the Societies in favour of Sunshine Developer. Further, in compliance with direction of SRA, the said Societies also appointed Havemore Realty Private Limited ("**Havemore**") as the New Developer of the Slum Rehabilitation Scheme to redevelop the said Property by implementing the said Scheme. I have seen the General Body Resolutions both dated 11th September, 2015 of the said Societies reflecting the aforesaid.
17. By and under two separate notarized Development Agreements both dated 11th September, 2015 executed by and between Mahakali Darshan 'A' and Mahakali Darshan SRA, both therein referred to as "the Society" of the One Party and Havemore therein referred to as "the Developer", the Societies therein appointed Havemore as the new developer of the said Property as per provisions of the Maharashtra Slum Act and Regulation 33 (10) read with Appendix IV of DCR on the terms and conditions contained therein.
18. In pursuance of the aforesaid Development Agreements of even date, Mahakali Darshan 'A' and Mahakali Darshan SRA each executed two separate, notarized Irrevocable Power of Attorneys both dated 11th September, 2015 in favour of the nominees of Havemore, granting the Attorneys' power for acts, deeds and things to be done in respect of development of the said Property under the Development Agreements both dated 11th September, 2015.

D) **LOI & Annexure II Approvals:**

19. With regards Annexure II List/Certificate. I recommend a technical diligence be conducted in this regard.
20. By Letter of Intent (“LOI”) dated 17th March, 2006 bearing No. SRA/ENG/952/KE /PL/LOI issued by the SRA in favour of Sunshine Developers with respect to Mahakali Darshan SRA CHS (proposed), the aforesaid Authority approved the Slum Rehabilitation Scheme for development of the plot bearing CTS Nos. 78 & 79 admeasuring in total 31,225 square meters or thereabouts and subject to compliance of the terms and conditions contained therein. FSI of 3.358 was sanctioned for the aforesaid plot in accordance with D.C Regulation No. 33 (10) of Appendix IV out of which maximum FSI of 2.50 shall be allowed to be consumed on the plot (“Initial LOI”).
21. SRA further revalidated the Initial LOI by its LOI dated 7th January, 2007 bearing No. SRA/ENG/952/KE/PL/LOI in favour of Sunshine Developers with respect to Mahakali Darshan SRA CHS (proposed) by a period of 3 months from the date thereof subject to compliance of terms contained therein.
22. Thereafter, a revised LOI dated 20th February, 2009 bearing reference No. SRA/ENG/952/KE/PL/LOI was issued by the SRA in favour of Sunshine Developers and Mahakali Darshan SRA CHS and Mahakali Darshan ‘A’ SRA CHS (proposed), whereby the SRA revised and superseded the Initial LOI sanctioned for the Slum Rehabilitation Scheme. Accordingly, revised LOI was sanctioned for development of the plot bearing CTS Nos. 78 & 79 admeasuring in total 30278.70 square meters or thereabouts and subject to compliance of the terms and conditions contained therein. FSI 4.116 was sanctioned for the aforesaid plot in accordance with D.C Regulation No. 33 (10) of Appendix IV out of which maximum FSI of 3 shall be allowed to be consumed on the plot.
23. A further revised LOI dated 15th November, 2011 bearing reference No. SRA/ENG/952/KE/PL/LOI was issued by the SRA in favour of Sunshine Developers and Mahakali Darshan SRA CHS and Mahakali Darshan ‘A’ SRA CHS (proposed), whereby the SRA revised and superseded the aforesaid revised LOI dated 20th February, 2009 (recorded hereinabove) sanctioned for the Slum Rehabilitation Scheme. Accordingly, revised LOI was sanctioned for development of the plot bearing CTS Nos. 78 & 79 admeasuring in total 30591.60 square meters or thereabouts and subject to compliance of the terms and conditions contained therein. FSI 3.786 was sanctioned for the aforesaid plot in accordance with D.C Regulation No. 33 (10) of Appendix IV out of which maximum FSI of 3.786 shall be allowed to be consumed on the plot.
24. On perusal of revised LOI dated 7th December, 2015 (recorded hereunder), we note that the aforesaid LOI dated 15th November, 2011 standing in the name of Sunshine Developer was cancelled as per the SRA Order dated 19th June, 2015, however the conditions mentioned in the revised LOI dated 15th November, 2011 would remain applicable.
25. Consequently, LOI dated 7th December, 2015 bearing reference no. SRA/ENG/952/KE/PL/LOI was issued by the SRA in favour of Havemore and Mahakali Darshan SRA and Mahakali Darshan ‘A’, sanctioning revised LOI for the Slum Rehabilitation Scheme on the slum plot bearing CTS Nos. 78A to 78H (previously CTS No.78 & 79) of Village Gundavali and subject to compliance of the terms and conditions contained therein and in the revised LOI dated 7th December, 2015. Further, particulars of the LOI are inter alia as follows:

	Particulars	Area (in square meters)
1.	Area of slum plot/slum	30591.60

2.	Deduction for: a. 18.30-meter-wide DP Road (2968.60 square meters) b. 4 meter wide Road Setback (634 square meters) c. Buildable Reservation 'MH+D' (905 square meters) Buildable Reservation 'SAS' d. Un-buildable reservation of PG (2380 square meters) Total Deduction (a)+(b)+(c)+(d)	6887.60
3.	Net Plot Area [(1) - (2)]	23704

26. In terms of LOI dated 7th December, 2015, it is inter alia provided that

- (i) Havemore shall comply with order from Hon. High Power Committee in Appeal No. 155 of 2012 and construct rehabilitation component on site as per permissions and approvals granted by SRA by deducting or keeping aside the disputed 315 numbers of rehabilitation tenements at site till the First Appeals are decided;
- (ii) That you shall carve out or take suitable steps as may be directed regarding the area for which Slum Declaration is challenged with reference to Slum Tribunals order in Appeal NO. 65.1982 dated 29th July, 1983 and undertake not to claim FSI thereof till the said issue is decided or before further CC to Sale Building.

I have not been provided with papers and proceedings and orders passed in aforesaid Hon. High Power Committee in Appeal No. 155 of 2012 and Appeal No. 65/1982 dated 29th July, 1983 of SRA Tribunal.

E) Sale of said Property under SARFAESI Act

27. On perusal of Letter dated 2nd January, 2019 of Housing Development Finance Corporation Limited ("**HDFC**") addressed to Sunshine, it appears that
- (i) HDFC had issued a Demand Notice dated 13th February, 2017 to Sunshine for a period of 30 days under Rule 8(6) of the Security Interest (Enforcement) Rules, 2002 ("**Security Rules**") calling upon Sunshine to repay the entire dues/discharge loan liability under Loan Account Nos.- 6210187712 and 6210197812. I have not been furnished with copy of aforesaid Demand Notice dated 13th February, 2017;
 - (ii) As Sunshine failed to comply with the aforesaid Notice within 30 days, the Authorized Officer of HDFC took symbolic possession of the mortgage property / secured asset (i.e. said Property) under Section 13(4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**") read with Rule 8 of Security Rules on 10th August, 2017.
28. By and under Letter dated 2nd January, 2019 of HDFC and addressed to Sunshine, HDFC called upon Sunshine to discharge its liabilities aggregating to Rs.259,34,23,174/- due as on 31st December, 2018 along with further interest more particularly described therein failing which HDFC shall proceed to sell the said Property by methods provided in Rule 8(5) of the Security Rules including inter alia holding public auction.
29. It appears that on 18th February, 2019, Havemore offered to purchase said Property.
30. By and under Letter dated 23rd February, 2019 of HDFC and addressed to Havemore, HDFC accepted the Havemore's offer to purchase the said Property subject to the terms and conditions detailed in the Schedule contained therein. Further, by and under Letter

dated 13th August, 2019 of HDFC and address to Havemore, certain terms and conditions contained in the Letter dated 23rd February, 2019 in respect of sale of the said Property were modified.

31. By and under Sale Certificate dated 24th December, 2019 issued as per Appendix V Rule 9(5) executed and registered under no. BDR-18-15086 of 2019 on 24/12/2019 with the Office of Sub-Registrar Andheri 7 by and between Housing Development Finance Corporation Limited HDFC and Havemore Realty Private Limited under the SARFAESI Act and in exercise of the powers conferred under Section 13 of the said Act read with Rules 8 and 9 of the Security Rules, HDFC sold the said Property to Havemore at or for the consideration of Rs.232,00,00,000/- (Rupees two Hundred and Thirty-Two Crores Only) in the manner as stated therein.
32. In the aforesaid manner, Havemore Realty Private Limited became well and sufficiently entitled to the said Property as owner thereof.

F) **Mortgages**

33. By and under Deed of Simple Mortgage dated 30th December, 2011 executed by and between (1) Gigaplex therein referred to as 'Mortgagor-1' of the First Part, (2.1) Nailesh Mehta, (2.2) Shailesh Mehta, (2.3) Dhanpat Seth, all partners of Sunshine Developers in their personal capacity, therein referred to as 'Mortgagor-2' of the Second Part, (3) Kaveri Estates Private Limited therein referred to as "Mortgagor-3" of the Third Part, (4) Gigaplex therein referred to as "Borrower" of the Fourth Part and HDFC therein referred to as Mortgagee of the Fifth Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-18-15086 of 2011, the Mortgagor 2 therein mortgaged inter alia the said Property to the Mortgagee as security towards repayment of borrowed amount payable and under loan agreement described therein and in the manner contained therein.
34. By and under Deed of Simple Mortgage dated 12th February, 2013 executed by and between (1) Gigaplex therein referred to as 'Mortgagor-1' of the First Part, (2.1) Nailesh Mehta, (2.2) Shailesh Mehta, (2.3) Dhanpat Seth, all partners of Sunshine Developers acting in their personal capacity, therein referred to as 'Mortgagor-2' of the Second Part, (3) Kaveri Estates Private Limited therein referred to as "Mortgagor-3" of the Third Part, (4) Gigaplex therein referred to as "Borrower" of the Fourth Part and HDFC therein referred to as "Mortgagee" of the Fifth Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-4-1190 of 2013, the Mortgagor 2 therein mortgaged inter alia the said Property to the Mortgagee as security towards repayment of borrowed amount payable and under loan agreement described therein and in the manner contained therein.
35. By and under Unilateral Indenture of Mortgage dated 24th December, 2019 executed by and between Havemore therein referred to as 'Mortgagor' of the One Part, in favour of HDFC therein referred to as 'Mortgagee' of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-4-1190 of 2019, the Mortgagor therein mortgaged inter alia the said Property to the Mortgagee as security towards repayment of borrowed amount payable and under loan agreement described therein and in the manner contained therein.

G) **Permissions and approvals:**

36. By and under Order dated 7th October, 2010 bearing No. EC(Sunshine)-2009/144/CR /165/TCI of the Government of Maharashtra, Environmental Clearance for the project involving total built up area of 138322.68 square meters corresponding to FSI of 79,685.52 square meters was granted to Sunshine under the provisions of Environment Impact

Assessment Notification, 2006 subject to implementation of terms and conditions set out therein.

37. By and under Order dated 9th May, 2012 bearing No. IHC/LND/NAP/SR2046 issued by the Collector, Mumbai Suburban District, Sunshine Developers was granted non - agricultural permission to use the said Property for Residential and Commercial purposes as per the plans approved by SRA and subject to the condition stated therein, inter alia being the following:

- (i) The grantee shall pay non-agricultural assessment at Rs.900/- per 100 square meters per annum for residential purpose and at Rs.2700/- per 100 square meters per annum for commercial purposes and further the total non-agricultural assessment payable for the year of 2009-2012 is Rs.13,41,150/- (Rupees Thirteen Forty-One Thousand One Hundred and Fifty Only)
- (ii) The grantee shall pay conversion tax of Rs.22,35,250/- (Rupees Twenty-Two Lakhs Thirty-Five Thousand Two Hundred and Fifty Only) being a fine equivalent to 5 times of annual N.A. assessment for unauthorizedly proceeding with the construction activities before issue of N.A. permission.
- (iii) The grantee shall construct substantial building and/or other structure, if any, as per the approved substantial building and or other structure, if any, as per the approved plans of SRA on the land within a period of 3 years from the date of commencement of the NA use of land. This period may be extended by this office in discretion on payment by the grantee such fine/premium as may be imposed as per the Government order in force from time to time.

38. By and under No Objection Certificate for Height Clearance dated 6th May, 2019 issued by General Manager Airports, Airport Authority of India ("AAI"), the AAI granted no objection to the construction of proposed structure by Havemore subject to the terms stated therein, inter alia being the following:

- (i) The certificate is valid for a period of 8 years from the date of its issue. If the construction of structure/chimney is not commenced within the period a fresh 'NOC' from the Designed Officer of AAI shall be obtained. However, if construction work has commenced, onetime revalidation request, for a period not exceeding 8 years from the date of issue of NOC is respect of building structure and for a period not exceeding 12 years from the date of issue of NOC in respect of chimney may be considered by AAI. The date of completion of the structure should be intimated to this office.
- (ii) This NOC supersedes NOC letter dated 15th November, 2016 issued in favour of Havemore.

39. I have been provided with certain building permissions including Intimation of Approvals and Commencement Certificates issued by the SRA in respect of the sale and rehabilitation component of the Slum Rehabilitation Scheme being implemented on the said Property and I recommend the technical diligence to be carried in relation to the same.

H) **DP Plans and DP Remarks**

40. I have been furnished with a copy of the Sanctioned Development Plan Remarks dated 24th January, 2019 bearing reference no. CHE/DP34201901111195251, in respect said Property and on perusal thereof, we note that:

- (i) Reservations affecting the land - Municipal Maternity Home + Municipal Dispensary/Health Post (Part of larger reservation), Primary / Secondary School (Part of larger reservation) and Play Ground (Part of larger reservation)

- (ii) Zone - Residential Zone (R); and
- (iii) Roads affecting the land - Existing Road (present) and Proposed Road 18.3 meters
- (iv) As the land under reference falls within 45 meters of Western Express Highway Buffer, specific remarks shall be obtained from the concerned authority
- (v) The Plot abuts the proposed Metro Rail alignment or within influence zone of stations area thereof. Remarks from MMRDA shall be obtained before commencing any development.

I recommend the technical diligence to be carried in relation to the aforesaid DP remarks.

l) **Revenue Records & Revenue Orders**

41. I have been provided with certified Property Register Cards dated 3rd October, 2018 in respect of CTS Nos.78A, 78B, 78C, 78D, 78G, 78E, 78F and 78H and the summary thereof is as follows:

CTS No.	Area (in square meters)	Tenure	Holder as per PRC	Remarks
78A	11559.5	NA land	Sunshine Builders and Developers	Rehab Plot
78B	90.1	NA Land	Sunshine Builders and Developers (Reservation - For Slum Rehabilitation)	Rehab Plot
78C	5.5	NA Land	Sunshine Builders and Developers (Reservation - For Slum Rehabilitation)	Rehab Plot
78D	12369.5	NA Land	Sunshine Builders and Developers (Reservation - For Slum Rehabilitation)	Sale Plot
78E	2380	Agricultural	MCGM	PG reservation
78F	803/905	Agricultural	Sunshine Builders and Developers (Reservation - For Slum Rehabilitation)	MH+D Reservation
78G	669.5	Agricultural	MCGM	DP Road
78H	2714.5	Agricultural	-MCGM	Road setback
Total	30591.60			

42. By and under Order dated 23rd November, 2009 bearing No. SRA/ENG/412/ KE/PL/LOI issued by the SRA, amalgamation of plots of land bearing CTS No. 78 and 79 for the purpose of implementation of the Slum Redevelopment Scheme was permitted thereon.
43. By and under Order dated 21st October, 2010 bearing No. Office-2C/AR/SR-2462 issued by the Collector, Mumbai Suburban District under Rule 106 of Maharashtra Land Revenue Code rectified the area and the respective Property Register Cards of CTS No. 78 of 79 whereby (i) the area of CTS No. 78 was rectified from 18,660.90 square metres to 18,156.40 square meters and (ii) the area of CTS No. 79 was rectified from 12,564.10 square metres to 12,435.2 square metres, both aggregating to 30,591.60 square metres.
44. By and under Letter dated 9th May, 2012 bearing no.SR-1664 of the District Collector, Mumbai District, whereby CTS Nos.78 and 79 were amalgamated and subsequently sub-divided in the following manner:

Pradip Garach

Advocate

High Court, Bombay

Before sub-division:

CTS No.	Area
78	18,156.40
79	12,435.20
Total	30,591.60

After sub-division:

Sr. No.	Plot No.	Area (in square meters)	Details
1.	A	11,559.5	Reserved for rehab component of slum
2.	B	90.1	Reserved for slum rehabilitation
3.	C	5.5	Reserved for slum rehabilitation
4.	D	12,369.5	Reserved for sale component of slum rehabilitation
5.	E	2380	Reserved for municipal playground
6.	F	803	MHD Reservation
7.	G	634	Reserved for Municipality DP Road
8.	H	2750	Reserved for Municipality road widening
	Total	30,591.60	

J) Litigation

45. I have been provided with certain papers and proceedings in respect of the litigations affecting the said Property, details whereof are in **Second Schedule** hereunder written.
46. Dhaval Vussonji & Associates have also caused searches to be carried out in respect of the litigations in Havemore and accordingly, I have been furnished with copies of the Legal Audit Report dated 7th April, 2020 issued by Cubictree Technology Solutions Private Limited. On perusal thereof, I observe that certain litigations are pending in the High Court of Bombay in the District Court. The details of these suits/litigations are set out in **Third Schedule** hereunder written.

K) Land Record Searches conducted in the Office of the Sub-Registrar of Assurances

47. Dhaval Vussonji & Associate Advocates and Solicitors caused searches to be conducted in the Office of the Sub-Registrar of Assurances with respect to the said Property from 1914-2022 years and accordingly, I have been provided with a copy of the Search Report dated 24/09/2021 issued by Eknath S. Gaokar. Online Search on the Portals of Inspector General Registration (IGR) Website particularly for the year 2021-2022. On perusal of the said Search Report and Online Search I observed that Save and except, registered documents mentioned hereinabove, no documents affecting the title of the Havemore Realty Private Limited in respect of the said Property have been found to be registered.

L) Searches conducted on the website of Ministry of Corporate Affairs

48. Dhaval Vussonji & Associates have caused searches to be carried out on the online portal of the Ministry of Corporate Affairs (MCA) with respect to the charges created by Havemore Realty Private Limited and I have been furnished with Online Search Report dated 28th January, 2020 issued by Jinal Dawda, Practicing Company Secretary ("**ROC Report**"). On perusal of the ROC Report, save and except as provided in Paragraph 34 hereinabove, I note that no charges are reflected therein in respect of the said Property.

M) **Searches carried out on the portal of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI searches)**

49. Dhaval Vussonji & Associates have caused searches to be carried out on the portal of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of the said Property and I have been furnished with Search Report dated 4th April, 2020 issued by Ms. Jinal Dawda, Practicing Company Secretary ("**CERSAI Report**") and I note that no charge/security interest has been created in respect of the said Property.

N) **MISCELLANEOUS / Other Observations**

50. I have not inspected the following original documents of title in respect of the said Property.

51. I have not issued any public notice calling for claims in respect of the said Property.

52. Save and except litigation mentioned in Second Schedule and Third Schedule hereunder written, I am informed and my client represented that there is no Other Litigations filed against the Company nor adverse orders, judgments injunctions passed by any court in connection with the development of the said Property which will vitiate title of my client to the carry out development of the said Property.

53. The information, and the copies (that is, ordinary copies, photocopies, translated copies and certified true copies, as applicable) of the documents, records and writings furnished to me and referred to and/or relied upon by me, are complete and accurate, and, wherever applicable, faithful reproductions of the originals thereof.

54. The aspects of zoning, permitted user, reservations/set back, Development Potential /Floor Space Index and developability of the said property fall within the scope of the an Architect review and I express no views about the same. Since my scope of work does not include considering he aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said property nor have commented on development aspect etc. thereof.

55. I assume that technical due diligence in respect of the said Property and the construction thereon as regards requisite Letters of Intent (LOI), approvals, sanctions, NOCs, building permissions, environmental clearances including the consent to establish and operate, FSI/TDR utilized/loaded, physical survey, reservations, religious structures, heritage structures, road access, electricity sub-stations, underground pipes, high tension wires, etc. have/will be duly conducted.

56. I have prepared Legal Title Report and Flow of Title based on the copies of documents made available for my inspection Limited to information provided to me and based upon the provision of applicable laws prevailing at the present time and the facts of the matter as comprehend by and limited to the information provided to me. Any variance of the facts or of law may caused a corresponding in my Legal Title Report vis-à-vis Flow of Title.

O) **CONCLUSION**

Upon perusal of the aforesaid documents and all other documents pertaining to the Title of the said Property made available for my inspection and information and explanation in connection therewith and relying on representation made in this behalf, I am of opinion that that on the basis of and subject to what is stated Annexure A hereto and in particular subject to (i) encumbrances of subsisting mortgages in favour of Housing Development Finance Corporation Limited (HDFC) as mentioned in Clause No. F (33) to (35), and (ii) outcome of litigation set out in Second Schedule and Third Schedule of Flow of Title, the Havemore Realty Private Limited, pursuant to (a) Sale Certificate dated 24th December,

2019 issued under the SARFAESI Act and in exercise of the powers conferred under Section 13 of the said Act read with Rules 8 and 9 of the Security Rules, HDFC sold the said Property to Havemore at or for the consideration of Rs.232,00,00,000/- (Rupees two Hundred and Thirty-Two Crores Only) read with b) Offer Letter dated 18th February, 2019 by Havemore Realty Private Limited to HDFC and Letter of Acceptance dated 23rd February, 2019 by HDFC addressed to Havemore Realty Private Limited, became well and sufficiently entitled to the said Property as the Owner thereof more particularly described in the SCHEDULE hereunder written and as such entitled to carry out development thereon in accordance with approved plans and other permissions and approvals obtained from relevant authorities relevant provisions of Development Control Promotion Regulation, 2034 and Maharashtra Slum Areas (Improvement clearance and Redevelopment) Act, 1971 and other the applicable laws and approvals and also authority to sell or otherwise dispose of the premises of sale components proposed to be constructed on the said property.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the Property)

All that piece and parcel of land bearing CTS No.78A, 78B, 78C, 78D, 78E, 78F, 78G and 78H (earlier CTS Nos.78 & 79) corresponding to Survey Nos. 91/2 and 4/3 admeasuring 18660.9 square metres and 12564.1 square metres or thereabouts respectively aggregating to 31225 square metres or thereabouts as per documents of title and admeasuring 18156.40 square metres and 12,435.20 square metres or thereabouts respectively and aggregating to 30,591.60 square metres as per Property Register Cards situate lying and being at Village Gundavali, Western Express Highway, Andheri East, in the Registration District and Sub-Registration District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Litigations in relation to the said Property)

1. Securitization Application No.160 of 2017 before Hon'ble Mumbai Debts Recovery Tribunal
-I

- (i) An application under section 17 of the SARFAESI Act has been filed by Cello Pens & Stationery Private Limited ("**Cello**") against HDFC, Gigaplex and others inter-alia praying that HDFC be permitted to sell the asset subject to the purchaser recognizing the right, title and interest of Cello and Cello should be allotted its share of the premises (being 60,000 square feet built up area).
- (ii) Gigaplex had represented to Cello that it was in the process of developing the free sale component of the said Property and was proposing to construct of a commercial building project known as "78 W Expressway" ("**said Project**"). By and under Memorandum of Understanding dated 19th May, 2011, Cello agreed to acquire from Gigaplex 3rd Floor admeasuring 60,000 square feet built up area and 36,000 square feet carpet area of A and B wing in the said Project along with undivided proportionate rights in the said Property underneath, full rights in respect of 5 reserved basement car parking space in the said Project along with common facilities and amenities ("**said Premises**") and advance sum of Rs.50,00,00,000/- was paid by Cello to Gigaplex thereunder. Further, Respondent No. 4 being Vijay Raheja gave an unconditional personal guarantee towards the advance sum. Time and again Gigaplex failed to fulfill its obligations under the MOU and requested extension of timeline and payment was consequently various agreements were executed for the same being Supplementary Memorandum of Understanding dated 16th May, 2012, Supplementary Memorandum of

Understanding dated 16th November, 2012, Supplementary Memorandum of Understanding dated 13th May, 2013. Gigaplex failed to honor the aforesaid agreements. Further, Supplementary Memorandum of Understanding dated 1st August 2013 was also executed.

- (iii) Thereafter, Gigaplex handed 4 cheques to Cello but the same were dishonored due to insufficiency of funds. Cello served Gigaplex with various demand notices being (i) Demand Notice dated 10th February, 2014 for an amount of Rs.29,75,00,000/- along with interest and (ii) Demand Notice dated 5th January, 2017 for an amount of Rs.56,54,45,140/-. Cello became aware about the advertisement dated 14th August, 2017 about the possession notice issued by HDFC in the newspaper The Free Press Journal under Section 13(4) of SARFAESI Act and filed the aforesaid application and inter alia praying as follows:
- a. The Hon'ble Tribunal be direct HDFC to not initiate any action towards taking symbolic possession of the said Property without disclosing/ declaring the right/interest of Cello
 - b. The Hon'ble Tribunal be pleased to pass an order restraining the Respondents to create any third-party rights on the said Premises
 - c. In the alternate, Respondents should be permitted to sell the asset however such sale should be conditional on the fact that the purchaser should recognize the right interest and title of Cello and Cello should be allotted its share in the said Premises.
2. Securitization Application (lodging) No.114/2017 before Hon'ble Mumbai Debts Recovery Tribunal-II
3. Winding up proceedings in respect of Gigaplex Developers Private Limited (in liquidation) in Company Petition No.1049/2015 ((L) No. 844 of 2015) before Hon'ble High Court of Bombay
- (i) The Petitioner being Lakshachandi Housing and Infrastructure Private Limited ("**Lakshachandi**") filed petition under Section 439(1)(b) of the Companies Act inter alia praying for winding up of Gigaplex as Gigaplex was unable to pay the debts of Lakshachandi.
 - (ii) Vide Term Sheet dated 15th February 2014, Gigaplex borrowed Rs.2,50,00,000/- in form of 3 Inter corporate Deposits from Lakshachandi with interest at the rate of 12% p.a. payable every month till maturity of deposit i.e. 15th May, 2014, which was further renewed on (i) 16th May, 2014 and 16th August, 2014 for further 3 months, (ii) on 16th November, 2014 for further 2 months and (ii) on 15th January, 2015 for further 2 months.
 - (iii) Gigaplex eventually deposited a cheque with Rs.2,50,00,000/- dated 15th January, 2015 however the same was dishonored for insufficient funds. Thereafter Lakshachandi vide Letter dated 21st January, 2015 requested Gigaplex to issue a demand draft immediately in lieu of the dishonored cheque along with interest from 16th January, 2015 till date of payment or realization. Thereafter, Lakshachandi through its Advocates addressed Demand cum Statutory Notice dated 31st January, 2015 calling upon Gigaplex to pay the said outstanding amount of Rs.2,50,00,000/- along with interest thereon at 18% per annum from date of receipt thereof within 15 days of receipt of the said Notice. Gigaplex failed to make payment of debt and Lakshachandi once again through its advocates addressed Demand cum Statutory Notice dated 10th April, 2-015 calling upon Gigaplex to pay the outstanding amounts, however Gigaplex failed to do so.

- (iv) Lakshchandi filed winding up proceedings against Gigaplex and inter alia prayed that
- The Hon'ble Court be pleased to order and direct the winding up of Gigaplex under the provisions of Companies Act, 1956
 - The Hon'ble Court be pleased to appoint the Official Liquidator High Court, Mumbai or some other fit person as Liquidator of Gigaplex.
- (v) Thereafter, the Bombay High Court has in the Company Petition No. 1049 of 2015, filed by Lakshchandi against Gigaplex, vide its order dated 2nd February, 2018 appointed an Official Liquidator.

4. Commercial Suit No. _____ of 2019 before Hon'ble High Court of Bombay

5. Suit bearing (L) No. 162 of 2014 in the Bombay High Court

It appears that a Suit bearing (L) no. 162 of 2014 ("**Suit**") has been filed by one Mohan Prahlad Malkari and 4 others being the legal heirs of one Prahlad Mohanji Malkari in the Bombay High Court against Bridget, Delphine, Clothilda Sylvia and Sunshine Developers and others inter alia claiming to be the owners of the said Property through an unregistered Conveyance Deed dated 10th April, 1961 executed between the said E.P. Fernandez in favour of the said Prahlad Mohanji Malkari. The Plaintiffs in the above Suit have inter alia prayed for cancellation of the Letters of Administration granted to Sidney and Judy, a declaration that the Will of E.P. Fernandes dated 16th July, 1972 is forged, fabricated and not binding on the Plaintiffs.

6. Case bearing no. CC-IV/104 of 2015 has been filed before the Co-operative Court at Mumbai on 5th September, 2015

A case bearing no. CC-IV/104 of 2015 has been filed before the Co-operative Court at Mumbai on 5th September, 2015 by one Sarita Namdev Apraj and Sunanda Manihar Bagave against the said Societies, the SRA and the Authorized Officer appointed by the SRA, inter alia, challenging the authority of the Authorised Officer with respect to notices issued for change in developer of the said Property.

7. Case bearing no. Waqf Suit No. 22 of 2022 has been filed before the Maharashtra State Waqf Tribunal, Aurangabad

A case bearing no. Waqf Suit No. 22 of 2022 has been filed before the Maharashtra State Waqf Tribunal, Aurangabad by one Ussama S/o. Irshad Qureshi and 3 ors. (Plaintiff) against Madarsa Rehmania Talimul Quran ("**Trust**") and 5 ors. (M/s. Havemore Realty Private Limited is Defendant No. 5) (Defendants).

- There is an existing Masjid ("**Existing Masjid**") standing on the land bearing C.T.S. Nos. 78A to 78H admeasuring 557.62 square meters i.e. around 5995.5 sq. ft., situate lying and being at Village Gundavali, Taluka Andheri, Mumbai Suburban District ("**subject property**"). The same is declared as a SRA. The Trustees of the Trust who manage the Masjid is registered under the Bombay Public Trust Act.
- By and under Agreement dated 16th July, 2018 ("**Agreement**") executed by and between Havemore Realty Private Limited ("**Havemore**") ('the Developer therein') and Trust, Havemore agreed to inter alia construct and provide free of costs a new Masjid, on ownership basis, admeasuring approximately 5,000 square feet or thereabouts of usable carpet area constituting of ground floor/stilt plus 5 upper floors to ("**New Masjid**") with lift shaft admeasuring 1.8 X 2.00 mtrs., excluding all the areas of ground



- floor/stilt/lift, mid-landing, both the staircase, servant toilet at mid-landing and common passages to be provided in the New Masjid.
- (iii) As per the Agreement Havemore is required to demolish and remove the Existing Masjid for implementation of the slum rehabilitation scheme on the subject property and construct a temporary Masjid ("**Transit Masjid**") and also deposit a sum of Rs. 2,00,00,000/- as refundable interest free security deposit.
- (iv) In accordance with the sanctioned SRA scheme, Havemore has commenced construction of New Masjid, obtained occupancy certificate in respect of Ground + 2 floors therein and also offered the Trust to take possession of the same after demolishing the Existing Masjid and handing over vacant possession of the land underneath to Havemore.

Dispute:

- (v) The Plaintiffs have filed captioned suit and alleged that: i) the Existing Masjid is a Wakf Property and is registered under the BPT Act and is deemed to be registered under the Waqf Act; ii) the Agreement executed between Defendant Nos. 2 to 4 with Defendant No. 5 in respect of Existing Masjid, is illegal, bad in law, without notice to the Plaintiff Trustees and/or persons interested in Waqf institution, without permission of Waqf Board as mandated by Waqf Act, and against the religious norms, sentiments, faith, customs and traditions and the shifting of masjid is causing inconvenience to Plaintiffs.
- (vi) The Plaintiff have inter alia sought a declaration that the Agreement is not in the interest of the Trust (Waqf Institution) and the same be declared null, void and illegal and be cancelled and also sought injunction against Havemore from taking possession of Existing Masjid and making any further construction in entire SRA scheme and also from creating any third party rights over Existing Masjid. The Plaintiffs have also filed an Temporary Injunction Application (Exh. 5) dated 24th February, 2022 before the Hon'ble Tribunal thereby *inter alia* praying for passing orders of temporary injunction to restrain the Defendants, their agents or anybody claiming through the Defendants from demolishing the Existing Masjid and not to interfere in the peaceful possession and management of the Existing Masjid.
- (vii) Further, pertinently on 13th July 2019, the Executive Engineer, SRA (which is the planning authority for the subject property) has approved the plans for redevelopment of the subject property and also issued Intimation of Approval in favour of Havemore.
- (viii) The Trust has passed a Resolution in the meeting of its Trustees held on 29th June 2018 in the Existing Masjid premises which further aptly clarifies that the board of trustees of the Trust has approved the shifting /relocation of the Masjid, authorised Defendant No. 2, Mr. Azad Alam Mohammed Hanif Ansari (since deceased) and Defendant No. 4 to executed the approved draft of Agreement with Defendant No. 5 i.e. Havemore. Therefore, Havemore has bonafidely executed the Agreement with Trust.
- (ix) The Masjid was demolished by the Trust around 17th September 2022. On 20th September 2022 the Plaintiffs made an applications (i) to amend the Plaint to bring on record these facts, (ii) to maintain status quo (Exhibit 49) and (iii) seeking injunction against Havemore from making any construction on the suit site and also stopping Plaintiffs and namazis from performing the namaz (Exhibit 48).
- (x) The matter was listed on 23rd September 2022 for reply to the Plaintiff's applications for amendment, status quo and injunction, which was filed by Havemore. During the hearing the Tribunal showed inclination to grant an injunction as sought, if statement to maintain status was not made by Havemore. Ultimately the Advocate for Havemore was able to convince the Tribunal that the Existing Masjid was demolished since it was dilapidated and inhabitable and no prejudice would be caused if status quo and/or injunction order is not passed. The matter was simpliciter adjourned to 28th September 2022 for replies and hearing on the applications filed by the Plaintiffs.
- (xi) On 28th September 2022, Havemore filed additional affidavit the injunction/status quo application filed by Plaintiffs. Certain slum dwellers also filed intervention application, thereby stating that they are in favour of the new masjid and are using the same for performing namaz. After hearing the parties, the Hon'ble Court allowed the Application

for amendment filed by Plaintiffs and also additional affidavit in reply of Havemore was taken on record and matter stood adjourned to 30th September 2022.

- (xii) On 30th September 2022, the Tribunal heard the parties on status quo application (Exhibit 49) and passed an order directing parties to maintain status quo on the portion of land on which the suit property existed (prior to demolition) till hearing and disposal of Temporary Injunction Application (Exh. 48) filed by Plaintiff. Hearing of Exh. 48 application is expedited and the matter is pending.
- (xiii) On 15th November 2022, Havemore has filed a **CRA (ST) No. 28023 of 2022** before the Hon'ble Bombay High Court inter alia against Plaintiffs and Tribunal thereby challenging the order dated 30th September 2022 and also seeking stay on the operation, effect and implementation thereof. No orders have been passed in the CRA till date and the same is pending.

8. Case bearing no. 79 of 2022 has been filed before the Hon'ble Wakf Board at Aurangabad

A case bearing no. 79 of 2022 has been filed before the Hon'ble Wakf Board at Aurangabad by one Ibrahim Khan Mohammed against Mohammad Ehtesham, in connection with the religious structure on the said Property and same is pending.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Litigations reflected in the Litigation Search Report)

1. Pending cases against Havemore

Court: High Court of Bombay (Original)

Sr. No: 1

Case No: NMCD/1865/2019

State: Maharashtra

District: Mumbai

Case Details: SUNSHINE BUILDERS AND DEVELOPERS V/S HAVEMORE REALTY PVT LTD.

Hearing Date: 30/03/2020

No of occurrences: 1

Case Status- Pre-Admission

Court: High Court of Bombay (Original)

Sr. No: 2

Case No: COMS/1003/2019

State: Maharashtra

District: Mumbai

Case Details: SUNSHINE BUILDERS AND DEVELOPERS V/S HAVEMORE REALTY PVT LTD.

Hearing Date: 30/03/2020

No of occurrences: 1

Case Status- Pre-Admission

Court: High Court of Bombay (Original)

Sr. No: 3

Case No: NMCD/2535/2019

State: Maharashtra

District: Mumbai

Case Details: SUNSHINE BUILDERS AND DEVELOPERS V/S HAVEMORE REALTY PVT LTD.

Hearing Date: 30/09/2019

No of occurrences: 1

Case Status- Pre-Admission

Court: High Court of Bombay (Original)
Sr. No: 4
Case No: COMS/278/2020
State: Maharashtra
District: Mumbai
Case Details: RAKESH OMPRAKASH SETH V/S HAVEMORE REALTY PRIVATE LIMITED
Hearing Date: 23/01/2020
No of occurrences: 1
Case Status- Pre-Admission

Court: High Court of Bombay (Original)
Sr. No: 6
Case No: CHOL/1142/2018
State: Maharashtra
District: Mumbai
Case Details: YESHWANTH SHENOY V/S HAVEMORE REALTY PVT.LTD. AND 15 ORS.
Hearing Date: 26/03/2020
No of occurrences: 1
Case Status- Pre-Admission

Court: High Court of Bombay (Original)
Sr. No: 13
Case No: WP/1064/2017
State: Maharashtra
District: Mumbai
Case Details: AMIT PRASAD V/S HAVEMORE REALTY PVT. LTD.
Hearing Date: 17/03/2020
No of occurrences: 1
Case Status- Pre-Admission

Court: Civil Court, Dindoshi
Sr. No: 1
Case No: Civil Suit/201868/2018
State: Maharashtra
District: Mumbai
Case Details: Mr. Arun Dhondiram Gaikwad V/S Smt. Hirabai Vasant Korale, Kaluram Rambhau Gaikwad, Havemore Realtors Pvt. Ltd. And Ors
Hearing Date: 27-04-2020
No of occurrences: 1
Case Status- NOTICE OF MOTION FOR HEARING

2. Disposed of cases by and against Havemore

Court: High Court of Bombay (Original)
Sr. No: 5
Case No: WP/1163/2018
State: Maharashtra
District: Mumbai
Case Details: MANJULA NARAYAN PATIL V/S HAVEMORE REALTY PVT. LTD.
Hearing Date: 02/04/2018
No of occurrences: 1
Case Status- Disposed

Court: High Court of Bombay (Original)



Pradip Garach

Advocate

High Court, Bombay

Sr. No: 7
Case No: WP/251/2017(stamp)
State: Maharashtra
District: Mumbai
Case Details: AMIT PRASAD AND ANR. V/S M/S. HAVEMORE REALTY PVT. LTD.
Hearing Date: 21/11/2017
No of occurrences: 1
Case Status- Disposed

Court: High Court of Bombay (Original)
Sr. No: 8
Case No: WP/2515/2017
State: Maharashtra
District: Mumbai
Case Details: MANJULA NARAYAN PATIL V/S HAVEMORE REALTY PVT. LTD.
Hearing Date: 04/10/2017
No of occurrences: 1
Case Status- Disposed

Court: High Court of Bombay (Original)
Sr. No: 9
Case No: CHOL/130/2017
State: Maharashtra
District: Mumbai
Case Details: AMIT PRASAD V/S HAVEMORE REALTY PVT. LTD.
Hearing Date: 17/04/2017
No of occurrences: 1
Case Status- Disposed

Court: High Court of Bombay (Original)
Sr. No: 10
Case No: TPAC/268/2016(stamp)
State: Maharashtra
District: Mumbai
Case Details: HAVEMORE REALTY PVT. LTD. AND ANR V/S UNION BANK OF INDIA AND YESHWANTH SHENOY (THIRD PARTY)
Hearing Date: 01/09/2016
No of occurrences: 1
Case Status- Disposed

Court: High Court of Bombay (Original)
Sr. No: 11
Case No: WP/1123/2016
State: Maharashtra
District: Mumbai
Case Details: HAVEMORE REALTY PRIVATE LIMITED AND RAHUL MAROO V/S MUNICIPAL CORPORATION OF GREATER MUMBAI
Hearing Date: 20/04/2016
No of occurrences: 1
Case Status- Disposed

Court: High Court of Bombay (Original)
Sr. No: 12
Case No: PRJP/4/2016(stamp)
State: Maharashtra
District: Mumbai

Case Details: YESHWANTH SHENOY V/S HAVEMORE REALTY PVT.LTD. AND 15 ORS.
Hearing Date: 24/07/2018
No of occurrences: 1
Case Status- Disposed

Court: High Court of Bombay (Original)

Sr. No: 14

Case No: WP/1251/2016

State: Maharashtra

District: Mumbai

Case Details: SANTOSH EKNATH AHER V/S HAVEAMORE REALTY PVT LTD

Hearing Date: 14/12/2016

No of occurrences: 1

Case Status- Disposed

Court: High Court of Bombay (Original)

Sr. No: 15

Case No: WP/2984/2015(stamp)

State: Maharashtra

District: Mumbai

Case Details: AMIT PRASAD YOUNG COMMITTEE V/S M/S HAVEMORE REALTY PVT LTD

Hearing Date: 24/07/2018

No of occurrences: 1

Case Status- Disposed

Court: High Court of Bombay (Original)

Sr. No: 16

Case No: WP/2984/2015(stamp)

State: Maharashtra

District: Mumbai

Case Details: AMIT PRASAD YOUNG COMMITTEE V/S M/S HAVEMORE REALTY PVT LTD

Hearing Date: 24/07/2018

No of occurrences: 1

Case Status- Disposed

Dated this 01st day of December, 2022.



(Pradip Garach)

Advocate, High Court Bombay