

ASHVIN D. RATHOD
B.Com, LL.B,
Advocate High Court.
M: 9323037814

Address: A-1/805,
Dandekar Dattchaya Co-op. Hsg. Ltd
Opposite Uday Nagar
Panchpakhadi, Thane (West) 400602.

By Hand/RPAD/Courier

Ref no.

Date: 3/9/2025

TO,
MAHARERA

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect lands bearing i) old Survey No.100, Hissa No.1/7, New Survey No.100, Hissa No.1/G, admeasuring 1210 sq. mtrs.; ii) Old Survey No.100 Hissa No.1/2, New Survey No.100, Hissa No.1/B, admeasuring 500 sq. mtrs.; iii) Old Survey No.100, Hissa No.1/5, New Survey No.100, Hissa No.1/E, admeasuring 930 sq. mtrs.; iv) Survey No.101, Hissa No.2, admeasuring 1950 sq. mtrs., v) Old Survey No.100, Hissa No.1/6, New Survey No.100, Hissa No.1/F, admeasuring 5280 sq. mtrs., vi) Old Survey No.100, Hissa No.1/8, New Survey No.100, Hissa No.1/H admeasuring 1970 sq. mtrs. and vii) Survey No.101, Hissa No.1, admeasuring 4850 sq. mtrs., aggregately admeasuring 16690 sq. mtrs. situate, lying and being at village Ghodbunder, Taluka and District Thane, registration District and Sub-District Thane and within the limits of Thane Municipal Corporation. (hereinafter collectively referred to as “the said property”);

I have investigated the title of the said property on the request of M/S. **REYANSHP REALTY LLP.** (Promoter) and following documents i.e.:

1. **Description of the property:**

SR. NO	OLD SURVEY NO	HISSA NO	NEW SURVEY NO	HISSA NO	AREA IN SQ.MTRS.	NAME OF OWNERS
1	100	1/7	100	1/G	1210	M/S. REYANSHP REALTY LLP.

2	100	1/2	100	1/B	500	M/S. REYANSHP REALTY LLP.
3	100	1/5	100	1/E	930	M/S. REYANSHP REALTY LLP.
4	101	2	101	2	1950	M/S. REYANSHP REALTY LLP.
5	100	1/6	100	1/F	5280	M/S. REYANSHP REALTY LLP.
6	100	1/8	100	1/H	1970	M/S. REYANSHP REALTY LLP.
7	101	1	101	1	4850	M/S. REYANSHP REALTY LLP.

2. The documents of allotment of plot:

Type of Document	Date	Reg. No.	Executed By	In favour of	Survey No.
Deed of Conveyance	18/11/2024	TNN9-21954-2024	1) 2) GULZAR YUNUS PATEL, 3) FAIMEDA MANSOOR KOTKAR 4) FARIDA MUJAHID BARDI 5) ZOHARA alias ZOHRA AZIM MERCHANT 6) MARIAM SALMAN MISHAL 7) JABIN RAFIQUE PATEL 8) HUSNA alias HUSNABANO BADAR KHOT 9) MOHAMMED GAUS ILIYAS VAREKAR 10) ANWAR HUSEN ILYAS VAREKAR 11) BHAUDDIN MOHAMMED	M/S. REYANSHP REALTY LLP. Through its Partner SHRI. PRATAP BABURAO SARNAIK	i) old Survey No.100, Hissa No.1/7, New Survey No.100, Hissa No.1/G, admeasuring 1210 sq. mtrs.; ii) Old Survey No.100 Hissa No.1/2, New Survey No.100, Hissa No.1/B, admeasuring 500 sq. mtrs.; iii) Old Survey No.100, Hissa No.1/5, New Survey No.100, Hissa No.1/E, admeasuring 930 sq. mtrs.; iv) Survey No.101, Hissa No. 2, admeasuring 1950 sq. mtrs.,

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			ILIAS VAREKAR 12) YASMEEN BI MOHAMMED JAVED VAREKAR 13) AFROZ AZAM PATEL alias AFROZ SRAFARAJ SHAIKH 14) JASUMATI SHAH Partner of M/S. CHANDAN SHANTI ASSOCIATES... Confirming Party No.1 15) KISSANLAL MAGANLAL PUROHIT Proprietor of K.M. Purohit and Company ... Confirming Party No.2		v) Old Survey No.100, Hissa No.1/6, New Survey No.100, Hissa No.1/F, admeasuring 5280 sq. mtrs ., vi) Old Survey No.100, Hissa No.1/8, New Survey No.100, Hissa No.1/H admeasuring 1970 sq. mtrs. and vii) Survey No.101, Hissa No.1, admeasuring 4850 sq. mtrs., Aggregately admeasuring 16690 sq. mtrs. situate, lying and being at village Ghodbunder, Taluka and District Thane,
POA	18/11/2024	TNN9- 21955- 2024	1) GULZAR YUNUS PATEL, 2) FAIMEDA MANSOOR KOTKAR 3) FARIDA MUJAHID BARDI 4) ZOHARA alias ZOHRA AZIM MERCHANT 5) MARIAM SALMAN MISHAL 6) JABIN RAFIQUE PATEL 7) HUSNA alias HUSNABANO BADAR KHOT 8) MOHAMMED GAUS ILIYAS VAREKAR 9) ANWAR HUSEN ILYAS VAREKAR 10) BHAUDDIN MOHAMMED	SHRI. PRATAP BABURAO SARNAIK, PARTNER OF M/S. REYANSHP REALTY LLP.	--

			ILIYAS VAREKAR 11) YASMEEN BI MOHAMMED JAVED VAREKAR 12) AFROZ AZAM PATEL alias AFROZ SRAFARAJ SHAIKH		
POA	18/11/2024	TNN9- 21967- 2024	KISSANLAL MAGANLAL PUROHIT Proprietor of Purohit & Company	SHRI. PRATAP BABURAO SARNAIK, PARTNER OF M/S. REYANSHP REALTY LLP.	--
POA	18/11/2024	TNN9- 21968- 2024	JASUMATI SHAH Partner of M/s. Chandan Shanti Associates.	SHRI. PRATAP BABURAO SARNAIK, PARTNER OF M/S. REYANSHP REALTY LLP.	--

3. The 7/12 extract dated 16/05/2025 issued by Talathi, Saja Ghodbunder, Thane and the mutation entries in respect thereof are as follows :

SR NO	NEW SURVEY NO	HISSA NO	AREA IN SQ.MTRS.	MUTATION ENTRIES
1	100	1/G	1210	313, 332, 569, 609, 808, 810, 1195, 1450, 1529, 1782, 2118, 2424, 2607, 2608, 2720, 2808, 3019, 4041, 4042, 4106, 4125
2	100	1/B	500	609, 808, 1195, 1450, 1529, 1782, 2118, 2424, 2607, 2608, 2720, 2778, 2808, 3002, 4041, 4042, 4106, 4125
3	100	1/E	930	517, 609, 808, 1195, 1450, 1529, 1782, 2118, 2607, 2608, 2720, 2778, 2895, 3019, 4041, 4125
4	101	2	1950	609, 808, 1195, 1450, 1782, 2118, 2424, 2607, 2608, 2720, 2778, 2808, 3020, 4042, 4106, 4041, 4042, 4125

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5	100	1/F	5280	332, 509, 622, 808, 1195, 1450, 1529, 1782, 1996, 2118, 2424, 2607, 2608, 2720, 2778, 2808, 3019, 4041, 4042, 4106, 4125,
6	100	1/H	1970	749, 808, 1195, 1450, 1529, 1782, 2118, 2424, 2607, 2608, 2720, 2778, 2808, 3019, 4041, 4042, 4106, 4125
7	101	1	4850	332,, 628, 750, 808, 810,, 1195, 1450, 1782, 2118, 2424, 2607, 2608, 2720, 2851, 2895, 3020, 4041, 4042, 4125

4. Search Report for the period of 50 years issued by Mr. Bipin Adhikari dated 08/12/2023 in respect of Survey No.100/1, 101/1 & 101/2 of the said property.

5. On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that, the title of owner is clear, marketable and without any encumbrances subject to the outcome of the pending litigation mentioned in Annexure D.

Sr. No.	Name of Owners	OLD SURVEY NO	HISSA NO	NEW SURVEY NO	HISSA NO
1	M/S. REYANSHP REALTY LLP.	100	1/7	100	1/G
2	M/S. REYANSHP REALTY LLP.	100	1/2	100	1/B
3	M/S. REYANSHP REALTY LLP.	100	1/5	100	1/E
4	M/S. REYANSHP REALTY LLP.	101	2	101	2
5	M/S. REYANSHP REALTY LLP.	100	1/6	100	1/F
6	M/S. REYANSHP REALTY LLP.	100	1/8	100	1/H
7	M/S. REYANSHP REALTY LLP.	101	1	101	1

6. The report reflecting the flow of the title of the owner above to the said property is enclosed herewith as Annexure -1.

Encl.: Title Flow

Yours Faithfully,



(A. D. RATHOD)
(Advocate High Court)

ASHVIN D. RATHOD
B.Com, L.L.B. ADVOCATE, HIGH COURT
Dandekar Colony, Opp. Uday Nagar,
Panchpakhadi, Thane (W).

TITLE FLOW

(A) (i) One Yunus Amiruddin Patel (hereinafter referred to as 'the said Original Owner') vide Sale Deed dated 02/12/1963, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1009/1963 (hereinafter referred to as 'the said First Sale Deed'), became absolutely seized and possessed of and/or otherwise sufficiently entitled to the property being land bearing Survey No.100, Hissa No.1/7, admeasuring 1210 sq. mtrs.; Survey No.100 Hissa No.1/2, admeasuring 500 sq. mtrs. Survey No.100, Hissa No.1/5, admeasuring 930 sq. mtrs.; Survey No.101, Hissa No.2, admeasuring 1950 sq. mtrs. situate, lying and being at village Ghodbunder, Taluka and District Thane alongwith another property from 1) Motiram Daji Mhatre and 2) Daji Shinvar Mhatre.

(ii) The said Original Owner vide Sale Deed dated 19/03/1964, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.313/1964 (hereinafter referred to as 'the said Second Sale Deed'), became absolutely seized and possessed of and/or otherwise sufficiently entitled to the property being land bearing Survey No.100, Hissa No.1/6, admeasuring 5280 sq. mtrs. situate, lying and being at village Ghodbunder, Taluka and District Thane; from Atmaram Mukund Mhatre.

(iii) The said Original Owner vide Sale Deed dated 21/02/1966, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.180/1966 (hereinafter referred to as 'the said Third Sale Deed'), became absolutely seized and possessed of and/or otherwise sufficiently entitled to the property being land bearing Survey No.100, Hissa No.1/8, admeasuring 1970 sq. mtrs. situate, lying and being at village Ghodbunder, Taluka and District Thane; from Balya Shinvar Mhatre.

(iv) The said Original Owner vide Sale Deed dated 27/06/1966, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 777/1966 (hereinafter referred to as 'the said Fourth Sale Deed'), became absolutely seized and possessed of and/or otherwise sufficiently entitled to the property being land bearing Survey No.101, Hissa No.1, admeasuring 4850 sq. mtrs. situate, lying and

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being at village Ghodbunder, Taluka and District Thane; from Shri Damodar Laxman Patil.

(v) By virtue of the aforementioned said First to Fourth Sale Deed, the Original Owner became entitled to the properties bearing Survey No.100, Hissa No.1/7, admeasuring 1210 sq. mtrs.; Survey No.100 Hissa No.1/2, admeasuring 500 sq. mtrs. Survey No.100, Hissa No.1/5, admeasuring 930 sq. mtrs.; Survey No.101, Hissa No.2, admeasuring 1950 sq. mtrs., Survey No.100, Hissa No.1/6, admeasuring 5280 sq. mtrs. , Survey No.100, Hissa No.1/8, admeasuring 1970 sq. mtrs. and Survey No.101, Hissa No.1, admeasuring 4850 sq. mtrs., aggregately admeasuring 16690 sq. mtrs. situate, lying and being at village Ghodbunder, Taluka and District Thane (hereinafter collectively referred to as 'the said Property').

(vi) The said Original Owner expired on 10/05/1996 leaving behind him his wife, Meherunissa Yunus Patel (hereinafter referred to as 'the said Meherunissa') and his children viz. 1)Azam Yunus Patel, 2) Bilkis Illius Varekar, 3) Gulzar Yunus Patel, 4) Faimeda Mansoor Kotkar, 5) Farida Mujahid Bardi, 6) Zohara alias Zohra Azim Merchant, 7) Mariam Salman Mishal, 8) Jabin Rafique Patel, 9) Husna alias Husnabano Khot (hereinafter collectively referred to as 'the heirs of the said Original Owner') as his only heirs in accordance with the personal law by which he was governed at the time of his death.

(vii) In order to update and computerize all the revenue records for the state of Maharashtra in an uniform manner, in accordance with the letter bearing No. Revenue / Dept.-2 / Te7 / Government / Computerization / Kavi-1069, dated 08/08/2003 issued by Tahasildar, Thane the new Sub-Division of Sub-divided Hissa Nos. came to be recorded in respect of properties therein of Village Ghodbunder, which includes some of the properties of the said Property which came to be renumbered as follows and the same is reflected in M.E. No.1529 dated 09/08/2003:

(a) S. No.100/1/2 came to be renumbered as 100/1/B;

(b) S. No.100/1/5 came to be renumbered as 100/1/E;

(c) S. No.100/1/6 came to be renumbered as 100/1/F;

(d) S. No.100/1/7 came to be renumbered as 100/1/G;

(e) S. No.100/1/8 came to be renumbered as 100/1/H;

(viii) The said Meherunissa died intestate on 02/02/2004, leaving behind her children viz. 1) Azam Yunus Patel, 2) Bilkis Illius Varekar, 3) Gulzar Yunus Patel 4) Faimeda Mansoor Kotkar 5) Farida Mujahid Bardi 6) Zohara alias Zohra Azim Merchant 7) Mariam Salman Mishal and 8) Jabin Rafique Patel 9) Husna alias Husnabano Khot (hereinafter collectively referred to as 'the heirs of the said Meherunissa').

(ix) By an Agreement for Development dated 25/09/2006, registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No. TNN-4-9217/2006 on 09/11/2006 (hereinafter referred to as 'the said First Agreement'), the heirs of the said Meherunissa granted development rights in respect of the said property in favour of the M/s. Chandan Shanti Associates (hereinafter referred to as "the said firm") at or for the consideration and upon the terms and conditions therein contained.

(x) Pursuant to the said First Agreement, the heirs of the said Meherunissa also executed an even dated Power of Attorney in favour of the person nominated by the said firm to carry out all acts, deeds, matters and things in respect of the said property (hereinafter referred to as 'the said First POA'). The said First POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No. TNN-4-9218/2006 on 09/11/2006.

(xi) Kissanlal Maganlal Purohit, a Sole Proprietor of M/S. K.N. Purohit & Company (hereinafter referred to as "the said Kissanlal") represented to the Promoter that, the said Original Owner had already, vide an Agreement dated 25/08/1994, agreed to grant the development rights in respect of the said Property to Ashraf Gulam Rasool Patel (hereinafter referred to as 'the said Ashraf') at or for the consideration and upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Agreement dated 25/08/1994').

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(xii) Subsequent to the demise of the said Original Owner, the heirs of the said Original Owner vide Development Agreement dated 26/07/2002, confirmed and consented to the execution of the said Agreement dated 25/08/1994 and also executed Power of Attorney dated 26/06/2002 in favour of the said Ashraf to do all acts, deeds, matter and things in respect of the said Property (hereinafter referred to as 'the said Second POA').

(xiii) Based upon the said Second POA, the said Ashraf executed a Development Agreement dated 12/09/2006 (hereinafter referred to as 'the said Agreement dated 12/09/2006') in respect of the said property in favour of the Kissanlal at or for the consideration and upon the terms and conditions therein mentioned.

(xiv) Subsequent to the execution of the said Agreement dated 12/09/2006, a dispute arose between the parties thereto and as such, the said Kissanlal filed a Special Civil Suit No.539/2006 in the Hon'ble Court of Civil Judge Senior Division, Thane on 25/09/2006 against said Mehrunissa and others (hereinafter referred to as 'the said Suit'). In the said suit later on the said firm through Partner Smt. Jasumati Popatlal Shah was also made party.

(xv) 1) Faimeda Mansoor Kotkar 2) Farida Mujahid Bardi 3) Zohara alias Zohra Azim Merchant 4) Mariam Salman Mishal 5) Jabin Rafique Patel 6) Husna alias Husnabano Badar Khot 7) Mohammed Gaus Iliyas Varekar 8) Anwar Husen Ilyas Varekar 9) Bahauddin Mohammed Iliyas Varekar 10) Yasmeeen Bi Mohammed Javed Varekar 11) Afroz Azam Patel 12) Afroz Srafaraj Shaikh and the said Kissanlal agreed to settle their dispute amicably out of court and in pursuance thereof, the aforesaid owners alongwith their family members, through the said Ashraf, vide Development Agreement dated 07/10/2006 being in a form of Supplemental Agreement confirmed and ratified the subsistence and validity of the said Agreement dated 12/09/2006 (hereinafter collectively referred to as 'the said Second Agreement') in the manner more particularly stated therein. Accordingly, on 14/10/2024, said Kissanlal withdrawn the said Suit and same is disposed as withdrawn.

(xvi) The said Azam died intestate on 17/09/2008, leaving behind his widow viz. Afroz Azam Patel as his only heir in accordance with the provisions of the Personal Law by which he was governed at the time of his death.

(xvii) The said Bilkis died intestate on 11/01/2017, leaving behind her children viz. 1) Mohammed Gaus Ilyas Varekar 2) Anwar Husen Ilyas Varekar 3) Bahauddin Mohammed Ilyas Varekar 4) Yasmeen Bi Mohammed Javed Varekar as her only heirs in accordance with the provisions of the personal law by which she was governed at the time of her death.

(xviii) In the aforesaid premises 1) Gulzar Yunus Patel, 2) Faimeda Mansoor Kotkar, 3) Farida Mujahid Bardi, 4) Zohara alias Zohra Azim Merchant 5) Mariam Salman Mishal, 6) Jabin Rafique Patel, 7) Husna alias Husnabano Khot, 8) Afroz Azam Patel, 9) Mohammed Gaus Ilyas Varekar, 10) Anwar Husen Ilyas Varekar, 11) Bahauddin Mohammed Ilyas Varekar, 12) Yasmeen Bi Mohammed Javed Varekar (hereinafter referred to as "the Owners") became the joint owners of the said property.

(xix) By order bearing No. ULC/TA/Ghodbunder/SR-109 dated 30/03/1985, Dy. Collector and Competent Authority, Thane Urban Agglomeration, declared that the said Original Owner do not hold any surplus land out of his total holdings.

(xx) By order bearing No. ULC/TA/WSHS.20/SR-859 dated 04/04/1995, the Addl. Collector and Competent Authority, Urban Agglomeration for the City of Thane, exempted the said property subject to the terms and conditions therein mentioned.

(xxi) By order bearing No. ULC/TA/ATP/Sec.20/SR-859 dated 08/04/2005, the Addl. Collector and Competent Authority, Urban Agglomeration for the City of Thane, cancelled the aforementioned exempted order dated 04/04/1995.

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(xxii) In pursuance of the application made by the said firm, the Resident Deputy Collector and Co-ordination Officer, Urban Agglomeration for the City of Thane, directed the Tahsildar, Thane to delete the remark, reflecting in other right's column of the 7/12 extract pertaining to the said property, regarding the 'Sec.20/21 exemption Scheme as well as obtaining prior permission before sale/transfer of property.' And the said remark is deleted vide M.E. No.4041 dated 09/08/2024.

(xxiii) In view of the unauthorized excavation work carried out by the the said firm, the Hon'ble Tahasildar, vide his notice No. Revenue/Div-2/Te-7/Gau. Kha./K.V./SR-304/10-11 dated 14/08/2013, levied penalty of Rs.1,48,41,402/- and the same is reflected vide M.E. No.2424 and the effect thereof is recorded in other rights column of the 7/12 Extracts pertaining to the land bearing S. No.100, Hissa No.1/7; Survey No.100 Hissa No.1/2, 100; Survey No.101, Hissa No.2, Survey No.100, Hissa No.1/6, Survey No.100, Hissa No.1/8 out of the said property.

(xxiv) Due to non-payment of the aforesaid penalty amount by the said firm and in pursuance of the notice issued by Hon'ble Tahasildar, bearing No. Revenue/Div-1/Te-4/Gau. Kha./K.V./SR-304/11 dated 19/11/2016, name of "Govt. of Maharashtra" came to be recorded in the holder/owners colum of the 7/12 Extract of land bearing S. No.100, Hissa No.1/7; Survey No.100 Hissa No.1/2, 100; Survey No.101, Hissa No.2, Survey No.100, Hissa No.1/6, Survey No.100, Hissa No.1/8 out of the said property in view of the fact that the Government intended to sell off those lands through auction in order to recover the penalty amount.

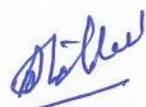
(xxv) However, the said firm filed an appeal against the aforementioned auction notice before SDO, Thane and in pursuance thereof, the said SDO Thane, vide his Order bearing No.TD/TE 2/Gau. Kha./APPEAL/SR – 00129/2016 dated 01/08/2017, cancelled the penalty order dated 28/03/2013 and ordered to pay the penalty to the tune of Rs.21,20,200/- in the Government Exchequer and accordingly the said firm paid the entire penalty amount and in pursuance thereof, the Addl. Tahasildar, Mira-Bhayender, vide its letter bearing No. Revenue/Te./Gau. Kha./KV/226/2022-2023 dated 24/04/2023, issued orders to cancel or delete the remarks about the illegal excavation as well as the name of Govt. of Maharashtra from the other rights column and reinstate the names of the

said Owners as the Owners pertaining to the properties bearing S. No.100, Hissa No.1/7; Survey No.100 Hissa No.1/2, 100; Survey No.101, Hissa No.2, Survey No.100, Hissa No.1/6, Survey No.100, Hissa No.1/8 out of the said property and accordingly, the remark and name of Govt. of Maharashtra came to be deleted and the same is reflected vide M.E. No.4042.

(xxvi) By a Deed of Conveyance dated 18/11/2024 registered with the Office of Sub-Registrar of Assurances of Assurance under Sr.No.TNN-1-21954/2024 (hereinafter referred to as "the said Deed") made and executed between the said Owners therein referred to as the Vendor of the One Part and the said firm therein referred to as the First Confirming Party of the Second Part, the said Kissanlal therein referred to as the Second Confirming Party of the Third Part and the Promoters i.e. **M/S. REYANSHP REALTY LLP.**, therein referred to as the Purchasers of the Fourth Part, the Vendors therein at the instance of the First Confirming Party and the Second Confirming Party therein sold, transferred and conveyed the said property and the First Confirming Party and the Second Confirming Party consented to such transfer of the said property to the Purchaser therein at and for consideration and upon the terms and conditions therein contained;

(xxvii) By virtue of the said Deed, the Promoters became the owners of the said property and their name is recorded as owner on the 7/12 extracts of the said property vide mutation entry No. 4125 dated 21/01/2025.

(xxviii) The Promoter submitted plans for development of the said property to the Mira Bhayander Municipal Corporation and and Mira Bhayander Municipal Corporation has sanctioned the same vide No. Permission/Commencement Certificate outward **No.MBMCB/7008/2025/AutoDCR dated 14/08/2025** subject to the terms and conditions as therein contained in respect thereof.


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ANNEXURE "D"

LITIGATION DETAILS

- 1) One Mahefoozul E Haq Khan has filed **Special Civil Suit bearing No. 37/2025** [hereinafter referred to as "**said first suit**" for sake of brevity] against Gulzar Yunus Patel, Faimeda Mansoor Kotkar, Farida Mujahid Bardi, Zohara alias Zohra Azim Merchant, Mariam Salman Mishal, Jabin Rafique Patel, Husna alias Husnabano Badar Khot, Mohammed Gaus Iliyas Varekar, Yasmeen bi Mohammed Javed Varekar, Afroz Azam Patel alias Afroz Srafaraj Shaikh , Ashraf Gulam Rasool Patel, M/s Chandan Shanti Associates, M/s. Shivani Developers, Kisanlal Maganlal Purohit, M/s. REYANSHP Realty LLP, Anwar Husen Ilyas Varekar, Bahauddin Mohammed Iliyas Varekar, for declaration, cancellation, possession and injunction u/s. 31,34, 37 AND 38 Of Specific Relief Act and the promoter appeared in the said first suit and filed reply against the application of injunction (Exhibit-5) as well as separate application under Order 7 Rule 11 of CPC and said first suit is pending before Hon'ble Civil Judge Senior Division Thane.
- 2) Mahefoozul E Haq Khan has filed **Appeal from Order (ST) no. 26524/2025** [hereinafter referred to as "**said A.O**" for sake of brevity] against Gulzar Yunus Patel, Faimeda Mansoor Kotkar, Farida Mujahid Bardi, Zohara alias Zohra Azim Merchant, Mariam Salman Mishal, Jabin Rafique Patel, Husna alias Husnabano Badar Khot, Mohammed Gaus Iliyas Varekar, Anwar Husen Ilyas Varekar, Bahauddin Mohammed Iliyas Varekar, Yasmeen bi Mohammed Javed Warekar, Afroz Azam Patel alias Afroz Srafaraj Shaikh, Ashraf Gulam Rasool Patel, M/s Chandan Shanti Associates, M/s. Shivani Developers, Kisanlal Maganlal Purohit, M/s. REYANSHP Realty LLP, for challenging the Order datd 29/01/2025 passed below Exhhibit-1 and Exhibit-5 for not granting ad interim relief during pending of temporary injunction application by Hon'ble C.J.S.D.Thane in special civil suit no. 37/2025 filed by the plaintiffs for declaration, cancellation, possession and injunction u/s. 31,34, 37 AND 38 Of Specific

Relief Act and the promoter appeared in the said Appeal from Order in Hon'ble High Court Mumbai and there is no adverse order passed by the Hon'ble High Court against the said property as well as against the said Promoter and the said **Appeal from Order (ST) no. 26524/2025** is pending.

- 3) Mr. Rashmin Khimji Shah and Ameesh Navin Chheda has filed **Special Civil Suit bearing No. 7/ 2025** [hereinafter referred to as said second suit for sake of brevity] against Gulzar Yunus Patel, Faimeda Mansoor Kotkar, Farida Mujahid Bardi, Zohara alias Zohra Azim Merchant ,Mariam Salman Mishal, Jabin Rafique Patel, Husna alias Husnabano Badar Khot, Mohammed Gaus Iliyas Varekar, Anwar Husen Ilyas Varekar, Bahauddin Mohammed Iliyas Varekar, Yasmeen Bi Mohammed Javed Varekar , Afroz Azam Patel alias Afroz Srafaraj Shaikh , M/s Chandan Shanti Associates, Mr. Kissanlal Maganlal Purohit, Mr.Naresh Hansraj Shah, M/s. Shivani Developers, M/s. Aloukik Builders and Developers, M/s. REYANSHP Realty LLP, for specific performance of contract, cancellation of documents, declaration, and injunction u/s. 34 and 38 of Specific Relief Act. The Promoter appeared in the said second suit and filed written statement as well as reply against Injunction application (Exhibit-5) and on the Hon'ble court after hearing the arguments of the plaintiff and the promoter, duly rejected the Injunction application of the plaintiffs on 24/02/2025 and further there is no adverse order is existing in the said second suit in respect of the said property and further the said second suit is pending before Hon'ble JT. Civil Judge Senior Division Thane.
- 4) Being aggrieved of the abovementioned Order dated 24/02/2025 passed below Exhibit 5 by the Hon'ble JT. CJSD Thane in said second suit, Mr. Rashmin Khimji Shah and Ameesh Navin Chheda filed **Appeal From Order bearing No. 212/2025** before the Hon'ble High Court, Mumbai against Gulzar Yunus Patel, Faimeda Mansoor Kotkar, Farida Mujahid Bardi, Zohara alias Zohra Azim Merchant, Mariam Salman Mishal, Jabin

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Opposite Uday Nagar

Panchpakhadi, Thane (West) 400602.

By Hand/RPAD/Courier

Ref no.

Date:

Rafique Patel, Husna alias Husnabano Badar Khot, Mohammed Gaus Iliyas Varekar, Anwar Husen Ilyas Varekar, Bahauddin Mohammed Iliyas Varekar, Yasmeen Bi Mohammed Javed Varekar , Afroz Azam Patel alias Afroz Srafaraj Shaikh , M/s Chandan Shanti Associates, Mr. Kisanlal Maganlal Purohit, Mr. Naresh Hansraj Shah, M/s. Shivani Developers, M/s. Aloukik Builders and Developers, M/s. REYANSHP Realty LLP. The Promoter duly appeared in the said Appeal from Order, and there is no adverse order passed by the Hon'ble High Court against the said property as well as against the said Promoter and the said Appeal from Order No. 212/2025 is pending.

Ashvin D. Rathod
A. D. Rathod
ASHVIN D. RATHOD
B.Com, L.L.B. ADVOCATE, HIGH COURT
Dandekar Colony, Opp. Uday Nagar,
Panchpakhadi, Thane (W).

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