

To
Maharashtra Real Estate Regulatory Authority
6th & 7th Floors
Housefin Bhavan
Plot No. C - 21, E - Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400051

LEGAL TITLE REPORT

Sub: Title clearance report with respect to all those pieces and parcels of lands admeasuring in aggregate 866.98 square meters bearing Survey Nos. 41A (part) and 41B/1/2 (part) being an undivided portion of the Land (defined below) situate, lying and being at village Bapnala, taluka Andheri in the Registration District and Sub-district of Mumbai along with Luma Towers A & B being constructed thereon.

1. We have investigated the title of the Property based on the request of the Promoter - Developer, ECC-Konark Joint Venture ("Promoter - Developer").

(1) Description of Property:

The sale buildings known as "**Luma Towers A & B**" being constructed on land admeasuring in aggregate 866.98 square meters (the land underlying Luma Tower A admeasures 428.41 square meters and the land underlying Luma Tower B admeasures 438.57 square meters), bearing Survey Nos. 41A (part) and 41B/1/2 (part) ("**Luma Towers A & B Land**") being an undivided portion of the Land admeasuring 12,599.20 square meters bearing Survey Nos. 41A and 41B/1/2 situate, lying and being at village Bapnala, taluka Andheri in the Registration District and Sub-district of Mumbai. Luma Towers A & B along with the Luma Towers A & B Land are hereinafter collectively referred to as "**Property**".

(2) The Documents pertaining to the Property:

We have perused the copies of the title documents of the Property, listed under the report annexed hereto as **Annexure "A"**, including the following:

- (i) Letter cum Agreement for Sale dated July 25, 1981 / November 29, 1982, executed by the A. H. Wadia Charity Trust, registered under Registration No. E-470(MUM) ("**Trust**") in favour of M/s. Century Builders ("**Century**").
- (ii) Articles of Agreement dated August 26, 1986, executed by Kapadia Development Co-operative Housing Society Limited ("**Society**") with the consent and confirmation of Century in favour of Veena Estate Private Limited ("**VEPL**"), now known as Eversmile Construction Company Private Limited ("**ECCPL**").
- (iii) Deed of Conveyance dated July 2, 2010 registered with the Sub-Registrar of Assurances under Serial No. BDR-1/8034 of 2010 executed by the Society in favour of the ECCPL.

(3) Property Register Card:

- (i) Upon perusal of the Property Register Cards in respect of the Property, it is observed that by and under an order dated March 14, 1996 passed by the Collector, Mumbai Suburban District, Survey No. 41 was renumbered as 41A admeasuring 10,625.70 square meters and new property register card was issued for Survey No. 41B admeasuring 22,346.90 square meters. Further by and under the Order dated November 13, 2006 of the Collector, the CTS No. 41B/1 admeasuring about 371 square metres and CTS No. 41B/2 admeasuring about 1,875.50 square meters were amalgamated and subsequently sub-divided so as to form CTS No. 41B/1/1 admeasuring about 273 square meters and CTS No. 41B/1/2 admeasuring about 1,973.50 square meters in aggregate admeasuring about 2,246.50 square meters.
- (ii) By and under the Letter dated May 22, 2015, the Society has requested the Collector, Mumbai Suburban District to record the name of the Society in the property register card in respect of Property.
- (iii) Upon perusal of the Property Register Card in respect of the Property, the following observations are made:
 - a. In respect of CTS No. 41/A, the same is held by the Society; and
 - b. In respect of CTS No. 41B/1/2, the same is held by BMC as reservation for R.G.

Comment:

Pursuant to Order dated May 10, 2012 passed by the Hon'ble High Court in the Notice of Motion No.579 of 2020 in Writ Petition No. 1152 of 2002, this reservation was shifted / relocated to a different plot of land. Accordingly, CTS No. 41B/1/2 became available for construction of the free sale component. It appears that the revenue records have not been updated in accordance with the order of the High Court of Bombay.

(4) Search Report:

- (i) Land Search Report dated October 16, 2023 issued by Mr. Ashish Javeri, Title Investigator for searches taken at the concerned office/s of the Sub-Registrar of Assurances; and
- (ii) Other search reports as listed under the report, annexed hereto as **Annexure "A"**, hereto.

2. Upon perusal of the above-mentioned documents and all other relevant documents pertaining to the title of the Property and the development rights of the Promoter - Developer in respect of the Property, we are of the opinion that the title of the Promoter - Developer is clear, marketable and without any encumbrance (except as disclosed hereunder):

(1) Owners of the land –

ECCPL i.e. Eversmile Construction Company Private Limited is the present owner of the land bearing Survey Nos. 41A (part) and 41B/1/2 (part), being an undivided portion of the Land situate, lying and being at Village Bapnala, Taluka Andheri in the Registration District and Sub district of Mumbai.

(2) Qualifying comments/remarks, if any –

(a) Vide Indenture of Mortgage dated March 26, 2014, registered with the Sub-registrar of Assurances under Serial No. BDR4-4756-2014, ECCPL has created a first charge of all its right, title, benefit and entitlement in respect of *inter-alia*, the Property in favour of ICICI Bank Limited, for the consideration and on the terms and conditions contained therein. By and under a No Dues Certificate dated December 13, 2023, issued by ICICI Bank Limited, we understand that the amounts pending against the facility under the aforementioned Indenture of Mortgage have been repaid and that there are no dues pending in respect of the same. We have been informed that the mortgage against the Property has been released, execution of formal deed of reconveyance shall completed in due course.

(b) Litigations as listed in **Annexure – “B”**.

3. The report reflecting the flow of title in respect of the Property is enclosed herewith as **Annexure “A”** hereto.

Dated this 18th day of February 2024.


Sagar Kadam
Partner
DSK Legal

Encl.: As above

Annexure "A"

Re: Sale buildings known as "**Luma Towers A & B**" being constructed on land admeasuring in aggregate 866.98 square meters (the land underlying Luma Tower A admeasures 428.41 square meters and the land underlying Luma Tower B admeasures 438.57 square meters), bearing Survey Nos. 41A (part) and 41B/1/2 (part) ("**Luma Towers A & B Land**") being an undivided portion of the Land admeasuring 12,599.20 square meters bearing Survey Nos. 41A and 41B/1/2 situate, lying and being at Village Bapnala, Taluka Andheri in the Registration District and Sub-district of Mumbai. Luma Towers A & B and Luma Towers A & B Land are hereinafter collectively referred to as "**Property**".

As per your instructions, we have investigated the title of the Property, based on the request of the Promoter - Developer and for the same, perused copy of the documents listed in **Annexure "1"** hereto:

For the purposes of this Legal Title Report:

1. We have caused searches to be conducted by Mr. Ashish Javeri, Title Investigator, who has conducted independent searches/investigations in respect of the Property in the offices of the Registrar/Sub-Registrar of Assurances in Mumbai as well as the relevant land registries. We have relied on his report dated October 16, 2023 and the same is separately provided. The said search report has revealed several entries in respect of the Property, however, we have been informed by the representatives of ECCPL that except the entries set-out hereinbelow, the remaining entries revealed in the said search report do not adversely affect the Property and/or pertain to the Property.
2. We have caused searches to be conducted by Varsha V. Shenoy, Company Secretary, in the office of the Registrar of Companies in Mumbai in respect of the ECCPL. We have relied on their report dated August 14, 2023, and the same is separately provided. Except, the mortgage in favor of ICICI Bank Limited (as detailed hereinbelow), the said report has not revealed any adverse entries in respect of the Property.
3. We have not caused any public notices to be issued in respect of the Property.
4. We have not opined on the development potential of the Property.
5. We have not carried out any physical inspection of the Property or any part thereof.
6. We have assumed the devolution of title of the Property, on the basis of the documents provided to us.
7. Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the Property is a subject matter of any litigation. However, we have caused online searches to be conducted in respect of ECCPL by Karza Technologies and have relied on their report dated August 11, 2023, and the same is separately provided. We have been informed by the representatives of ECCPL that except the litigation/s, dealt under a separate section below, there are no other pending litigation/s (whether revealed under the report dated August 11, 2023 and/or otherwise) that affect the Property. We have been further

informed by the representatives of ECCPL that no adverse order/s have been passed in such litigation/s.

8. We have relied upon the Report on Title dated October 5, 2015 by Khaitan & Co., Advocates in respect of the Property.
9. We have assumed that:
 - all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;
 - all signatures and seals on any documents submitted to us are genuine;
 - there have been no amendments or changes to the documents examined by us; and
 - the legal capacity of all natural persons are as they purport it to be.

Based on the aforesaid, we have to report as under:

FLOW OF TITLE:

- A. By and under the title documents set-out below, ECCPL became seized and possessed of and/or otherwise well and sufficiently entitled to the Land (defined below):
 - (i) The A. H. Wadia Charity Trust, registered under the provisions of the Maharashtra Public Trusts Act, 1950 with the State Charity Commissioner of Maharashtra under Registration No. E-470(MUM) ("Trust") was the original owner of and well seized and possessed of all those pieces or parcels of land bearing (i) Survey Nos. 5, corresponding CTS Nos. 28, 29, 30, 31, 32, 32/1 to 4, (ii) Survey No. 6/1(part), corresponding CTS Nos. 36/1 to 4, 37, 37/1, 38, (iii) Survey No. 6/3(part), corresponding CTS Nos. 39, 39/1 to 3, (iv) Survey No. 11(part), corresponding CTS No. 40, (iv) Survey No. 12(part), corresponding CTS Nos. 10, 10/1, 11, 11/1 to 3, 12, 13, 33, 34, 35, 35/1 to 3, 39/4 to 7, 41, 42 and 42/1 and 2, 43, 43/1, 44, 45, (v) Survey No. 13, corresponding CTS No. 46, (vi) Survey No. 14, corresponding CTS No. 47; (i), (ii), (iii), (iv), (v), and (vi) admeasuring in aggregate 63,839.85 square meters situate, lying and being at village Bapnala, taluka Andheri, Registration District and Subdistrict of Bombay City and Bombay Suburban ("Larger Property").
 - (ii) By and under a notification dated October 27, 1977 bearing Ref. No. DC/ENC/A41/Technical Area, land bearing Survey No. 41A (part) admeasuring 1,405.62 square meters out of the Larger Property was declared as a 'Slum' by the Slum Rehabilitation Authority ("Slum Property").
 - (iii) By and under a Letter cum Agreement for Sale dated July 25, 1981 / November 29, 1982, the Trust *inter-alia* agreed to sell, transfer, assign and convey the Larger Property in favour of M/s. Century Builders ("Century").
 - (iv) By and under the Orders dated November 22, 1985 and December 17, 1985 passed by the Office of the Charity Commissioner, Maharashtra, the Charity Commissioner granted its permission to the Trust for sale of the Larger Property in favour of the Century.
 - (v) By and under an unregistered Articles of Agreement dated August 26, 1986, Kapadia Development Co-operative Housing Society Limited ("Society") with

the consent and confirmation of the Century granted development rights of the Larger Property, possession of which is adversely claimed by the Society, in favour of Veena Estate Private Limited ("VEPL"), now known as ECCPL.

- (vi) By and under a consent decree dated December 22, 1994 passed by the High Court, which was subsequently registered with the Sub-registrar of Assurances under Serial No. BBN/4656/1995 ("Consent Decree"), the Society became the owner of the Larger Property by way of adverse possession.
- (vii) By and under a corrigendum dated November 26, 1998, Collector of Mumbai Suburban District ordered subdivision of Survey No. 41/B. The said order is illegible and we are unable to ascertain the subdivision numbers and area.
- (viii) By and under a letter dated September 4, 2008, the Slum Rehabilitation Authority ("SRA") under its Annexure II, issued a list of slum dwellers eligible for rehabilitation in respect of the Slum Property.
- (ix) By and under a Deed of Conveyance dated July 2, 2010 registered under Serial No. BDR-1/8034 of 2010, the Society sold, conveyed and transferred out of the Larger Property, (i) all those pieces and parcels of land comprising of (a) CTS No. 38 admeasuring 336.90 square meters, (b) CTS No. 40 admeasuring 244.60 square meters, (c) CTS No. 41(A)(part) admeasuring 3,797.18 square meters out of 10,625.70 square meters, (d) CTS No. 41B/1/1 admeasuring 273 square meters, (e) CTS No. 41B/1/2 admeasuring 1,973.50 square meters, (f) CTS No. 44 admeasuring 28 square meters and (g) CTS No. 45 admeasuring 17 square meters; (a), (b), (c), (d), (e), (f), and (g) admeasuring in aggregate about 6,670.68 square meters in favour of ECCPL. Upon perusal of the Deed of Conveyance dated July 2, 2010, we note that out of the Land, originally CTS No. 41B/1/2 admeasuring 1,973.50 square meters was reserved as "recreational ground". However, pursuant to Order dated May 10, 2012 passed by the Hon'ble High Court in the Notice of Motion No.579 of 2020 in Writ Petition No. 1152 of 2002, this reservation was shifted / relocated to a different plot of land. Accordingly, CTS No. 41B/1/2 became available for construction of the free sale component. The SRA has accordingly approved the layout plan dated 4th January 2013 reflecting such shifting/relocation.

- B. As per the Property Card Register, all dated July 26, 2023 issued by the concerned City Survey Officer in respect of the Land, the aggregate area of the Land is 12,599.20 square meters.
- C. Vide a Scheme of Amalgamation devised pursuant to Sections 391 to 394 of the Companies Act, 1956 and pursuant thereto by and under an order dated January 9, 2003 passed by the Hon'ble Bombay High Court in Company Petition No. 807 of 2002 and Company Application No. 200 of 2002, VEPL was merged and amalgamated with ECCPL. Pursuant to the amalgamation all the rights, liabilities and properties of VEPL vested upon ECCPL.
- D. By and under a Joint Venture Agreement dated March 7, 2007, ECCPL and DB Realty Limited ("DBRL") formed an Association of Persons known as ECC-DB Joint Venture ("ECC-DB JV") for the purposes of jointly developing the Slum Property including the Luma Towers A & B on the Luma Towers A & B Land.

Comment:

- a. *By and under a Letter dated March 12, 2014 executed by ECCPL, DBRL and Konark Conwell LLP (earlier known as Konark Developers), it was agreed that CTS No. 41B/2 be incorporated in the Second Schedule of the Joint Venture Agreement dated March 7, 2007 and accordingly CTS No. 41B/2 to form part of the development to be undertaken by ECC-DB JV on the terms and conditions as stated therein.*
- b. *Upon perusal of the Property Register Card in respect of the CTS No. 41B/1/1 it appears that, by and under the Order dated November 13, 2006 of the Collector, the CTS No. 41B/1 admeasuring about 371 square metres and CTS No. 41B/2 admeasuring about 1,875.50 square meters were amalgamated and subsequently sub-divided so as to form CTS No. 41B/1/1 admeasuring about 273 square meters and CTS No. 41B/1/2 admeasuring about 1,973.50 square meters in aggregate admeasuring about 2,246.50 square meters.*
- E. By and under a Deed of Admission dated May 26, 2012, Messrs. Konark Developers was admitted as an incoming member in ECC-DB JV with effect from April 1, 2012 on the terms and conditions mentioned therein.
- F. By and under a Development Management Agreement dated May 28, 2018, ECCPL and ECC DB JV appointed Zen Farms LLP as a development manager for providing development management services to ECCPL and ECC DB Joint Venture in respect of development of the free sale component on a part of the Larger Property, for the consideration and on the terms and conditions contained therein.

Comment:

We have been informed by the representatives of the Promoter-Developer that Zen Farms LLP has exited as a development manager and thus, the understanding under the aforementioned Development Management Agreement executed between the Promoter – Developer has been terminated and the parties are in process of executing requisite documents to record the same.

- G. By and under an Amendment Agreement dated May 29, 2018, the Joint Venture Agreement dated March 7, 2007 was amended and it was *inter-alia*, agreed that any deeds / documents / writings including any mortgage deed / sanction letter, etc., required to be executed in favour of any lender for obtaining any finance in respect of the redevelopment of the Slum Property, shall be executed by each of the parties to the ECC DB JV.
- H. By and under a Modification Deed to Joint Venture Agreement dated May 2, 2023, the name of ECC-DB JV was changed to ECC-Konark Joint Venture on the terms and conditions contained therein.
- I. By and under a Joint Venture Agreement dated July 24, 2023, DBRL exited from the ECC-DB Joint Venture dated March 7, 2007 for consideration and on the terms and conditions contained therein.
- J. We have been informed by the Promoter – Developer that ECCPL intended to undertake a residential housing project on portion of the land admeasuring 12,599.20 square meters bearing Survey Nos. 41A and 41B/1/2 ("Land").
- K. We have been informed by the representatives of the Promoter - Developer that the Promoter - Developer is undertaking construction and development of Luma Towers A & B buildings on land admeasuring 866.98 square meters (the land underlying Luma Tower

A admeasures 428.41 square meters and the land underlying Luma Tower B admeasures 438.57 square meters), bearing Survey Nos. 41A (part) and, 41B/1/2 (part) of land being a part of the undivided portion of the Land.

MORTGAGE:

In order to secure an aggregate amount of Rs. 30,00,00,000/- (Rupees Thirty Crore only) raised *inter-alia* by mortgaging the Property, by and under an Indenture of Mortgage dated March 26, 2014 registered with the Sub-registrar of Assurances under Serial No. BDR4-4756-2014, ECCPL has created a first charge of all its right, title, benefit and entitlement in respect of *inter-alia*, the Property in favor of ICICI Bank Limited, for the consideration and on the terms and conditions contained therein. By and under a No Dues Certificate dated December 13, 2023 issued by ICICI Bank Limited, we understand that the amounts pending against the facility under the aforementioned Indenture of Mortgage have been repaid and that there are no dues pending in respect of the same. We have been informed that the mortgage against the Property has been released, execution of formal deed of reconveyance shall be completed in due course.

LITIGATIONS:

As set out in **Annexure – “B”** annexed hereto.

TITLE:

Subject to the aforesaid, the title of Promoter - Developer to the Property is clear and marketable.

**SCHEDULE REFERRED TO HEREINABOVE
(DESCRIPTION OF THE PROPERTY)**

Sale buildings known as "Luma Towers A & B" being constructed on land admeasuring in aggregate 866.98 square meters (the land underlying Luma Tower A admeasures 428.41 square meters and the land underlying Luma Tower B admeasures 438.57 square meters), bearing Survey Nos. 41A(part) and 41B/1/2(part) being an undivided portion of the Land admeasuring 12,599.20 square meters bearing Survey Nos. 41A and 41B/1/2 situate, lying and being at Village Bapnala, Taluka Andheri in the Registration District and Sub-district of Mumbai.

This report is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our report.

Annexure "1"
List of title documents in respect of the Property

1. Letter cum Agreement for Sale dated July 25, 1981 / November 29, 1982.
2. Articles of Agreement dated August 26, 1986, executed by Kapadia Development Co-operative Housing Society Limited in favour of Veena Estate Private Limited.
3. Deed of Conveyance dated July 2, 2010 registered with the Sub-Registrar of Assurances under Serial No. BDR-1/8034 of 2010.
4. Letter dated May 22, 2015.
5. Notification dated October 27, 1977 bearing Ref. No. DC/ENC/A41/Technical Area.
6. Orders dated November 22, 1985 and December 17, 1985 passed by the Office of the Charity Commissioner, Maharashtra.
7. Articles of Agreement dated August 26, 1986 executed by Kapadia Development Co-operative Housing Society Limited in favour of Veena Estate Private Limited.
8. Consent decree dated December 22, 1994 passed by the High Court, which was subsequently registered with the Sub-registrar of Assurances under Serial No. BBN/4656/1995.
9. Corrigendum dated November 26, 1998, Collector of Mumbai Suburban District.
10. Order dated January 9, 2003 passed by the Hon'ble Bombay High Court in Company Petition No. 807 of 2002 and Company Application No. 200 of 2002.
11. Letter dated September 4, 2008 issued by the Slum Rehabilitation Authority under its Annexure II.
12. Deed of Conveyance dated July 2, 2010 registered under Serial No. BDR-1/8034 of 2010.
13. Joint Venture Agreement dated March 7, 2007 between ECCPL and DB Realty Limited.
14. Deed of Admission dated May 26, 2012 between Messrs. Konark Developers and ECC-DB JV.
15. Development Management Agreement dated May 28, 2018 executed by ECCPL, ECC DB JV and Zen Farms LLP.
16. Amendment Agreement dated May 29, 2018, the Joint Venture Agreement dated March 7, 2007.
17. Modification Deed to Joint Venture Agreement dated May 2, 2023 executed between Messrs. Konark Developers and ECC-DB JV.
18. Joint Venture Agreement dated July 24, 2023 executed between Messrs. Konark Developers and ECC-DB JV.
19. No Dues Certificate dated December 13, 2023 issued by ICICI Bank Limited.

ANNEXURE "B"

Sr. No.	Case Type and No.	Court	Parties	Status and Comments of the Promoter - Developer
1.	Short Cause Suit No. 1558 of 2011	City Civil Court at Dindoshi, Goregaon, Mumbai	(1) Vijay Shriram Patil (2) Satish Shriram Patil (Plaintiffs) Versus (1) Slum Rehabilitation Authority (2) Eversmile Construction Private Limited (Defendants)	Pending for hearing of Chamber Summons.
2.	Writ Petition No. 2294 of 2002	High Court of Bombay	(1) Kapadia Development Co-operative Housing Society Limited (2) Veena Estate Private Limited (3) Gobind K. Daryanani (Petitioners) Versus (1) MCGM (2) Director, Development Plan (3) Chief Engineer, Development Plan (4) Executive Engineer, Building Proposal (5) State of Maharashtra (6) Secretary, Urban Development Department (Respondents)	Pending for final hearing.
3.	Appeal No. 174 of 2016	High Power Committee, SRA, Bandra, Mumbai	(1) Lynton Coutinho (2) Betty V. Pai (3) Nataline Coutinho (4) Rosie Coutinho (Appellants) Versus (1) Additional Collector, Mumbai Suburban District (2) Deputy Collector, Andheri Mumbai (3) Eversmile Constructions Company Private Limited (4) Emannuel Lelewadi	The matter has been settled and the Developer has entered into agreements with each of the Appellants for Slum Dweller Rehabilitation Agreement and matter is reserved for final order.

Sr. No.	Case Type and No.	Court	Parties	Status and Comments of the Promoter - Developer
			SRA CHS (Respondents)	
4.	Writ Petition No. 3011 of 2002	High Court of Bombay	(1) Kapadia Development Co-operative Housing Society Limited (2) Veena Estates Private Limited (3) Gobind K. Daryanani (Petitioners) Versus (1) MCGM (2) Director, Development Plan (3) Chief Engineer, Development Plan (4) Executive Engineer, Building Proposal (5) State of Maharashtra (6) Secretary, Urban Development Department (Respondents)	Pending for final hearing.
5.	Civil Revision Application 23 of 2014	High Court at Bombay	Eversmile Construction Company Private Limited (Applicant) Versus (1) Vijay Shriram Patil (2) Satish Shriram Patil (3) Slum Rehabilitation Authority (Respondents)	Pending for final hearing.
6.	LC Suit No. 1782 of 2006	High Court at Bombay	(1) Malkit Mohan (2) Harban Mohan Singh (Plaintiff) Versus (1) Goyenka Builders (2) MCGM (Defendants)	Pending for hearing of Notice of Motion.
7.	Original Application No. 170 of 2020	Debt Recovery Tribunal, Mumbai – 1	ICICI Bank Limited (Applicant) Versus (1) DB Realty Limited (2) Eversmile Construction Company Private Limited (3) Shahid Balwa	The outstanding amounts have been repaid and the charge against the security has been released. The parties are in process of executing the reconveyance deed and filing application for disposal of the matter.
8.	Appeal No. 110 of 2023	Apex Grievance Redressal	(1) Stephen Soans (2) Mario Pinho (3) Albert A. Dominic	Pending.

Sr. No.	Case Type and No.	Court	Parties	Status and Comments of the Promoter - Developer
		Committee, SRA, Bandra, Mumbai	(4) Pratap Saudagar More (5) Trupti Muradkar (6) Suresh Baburao Dafle (7) Felecia Sheikh Versus (1) The Collector (Special Cell) (2) Eversmile Construction Company Private Limited (3) Emmanuel Lelewadi (SRA) CHS Ltd. (Respondents)	
9.	Appeal No. 1005 of 2023	Additional Collector, Western Suburbs	(1) Bajrang Pandurang Kumbhar (2) Shankar Nathuram Shelar (since deceased) Sarita Shankar Shelar (heir) (3) Suresh Tukaram Tembe (4) Philisia David (5) Mohansingh Saduram Kohli (6) Anand Daji Bhitam (7) Vasanti Jaya Ancham (8) Nanda D'souza (9) Laxman Nathuram Sanap (10) Lidwin C. Varma (Appellants) Versus (1) Additional Collector, Andheri (2) Competent Authority, Andheri (3) Officer / Secretary, Emmanuel Lelewadi SRA CHS (4) Eversmile Construction Company Private Limited (5) City Survey Officer, Vile Parle (Respondents)	The parties are in process of arriving at a settlement and pursuant to the same, the Appellants shall withdraw the said Appeal as and when the same is listed for hearing.
10.	Appeal No.	Additional	Shankar Nathuram	The matter has been

Sr. No.	Case Type and No.	Court	Parties	Status and Comments of the Promoter - Developer
	1004 of 2023	Collector, Western Suburbs	Shelar (since deceased) Sarita Shankar Shelar (heir) Versus (1) Additional Collector, Andheri (2) Additional Collector, Bandra (3) Officer / Secretary, Emmanuel Lelewadi SRA CHS (4) Eversmile Construction Company Private Limited (5) City Survey Officer, Vile Parle (6) Rosie Coutinho (Respondents)	settled through consent terms filed in Civil Writ Petition No. 9609 of 2023 and the matter is reserved for final order.
11.	Appeal No. ____ of 2023	Apex Grievance Redressal Committee, SRA, Bandra, Mumbai	Shalini Bhaskar Shetty, heir of late Bhaskar Ramanana Shetty (Appellant) Versus (1) Tahsildar – 1 (Special Cell) (2) Eversmile Construction Company Private Limited (3) Chairman / Secretary, Old and New Technical SRA CHS (4) Emmanuel Lelewadi SRA CHS (5) Pramod Shetty, heir of late Nagesh Shetty (Respondents)	Pending.
12.	Writ Petition (L) No. 19898 of 2023	High Court at Bombay	Pravin Nagesh Shetty and Ors. (Petitioners) Versus Slum Rehabilitation Authority and Ors. (Respondents)	Pending.
