



# ASD Associates

## ADVOCATES & SOLICITORS

**S. D. Mishra**  
sdmishra03@gmail.com

**Amit S. Mishra**  
amit.mishra1504@gmail.com

**Uttamjit Saini**  
uttam.saini@gmail.com

**Main Office :** 108, Vardhaman Chambers, 17 Cawasji Patel Street, Fort, Mumbai - 400 001.

**Branch Office :** 701, 7th Floor, 765 Fly Edge, Above Tirumala Showroom S.V. Road, Borivali (West), Mumbai - 400 092. • Tel : 2808 9596 / 2808 9505

**Email ID :** legal.associates@gmail.com

**(Correspondence at Branch Office only)**  
**FORMAT -A**

(Circular 28/2021 dated 08/03/2021)

To,  
Maha RERA,  
Housefin Bhavan,  
Plot No. C - 21, E- Block,  
Bandra Kurla Complex,  
Bandra (East), Mumbai 400 051.

### LEGAL TITLE REPORT

**Sub:** Title clearance certificate with respect to all that piece and parcel of leasehold land bearing Survey No. 341 (Part) and City Survey No. 604 (Part) admeasuring 1,611.52 square metres or thereabouts as per the Indenture of Lease and additional surrounding areas admeasuring 35.83 square meters being Tit Bit Land as per letter dated 21st July 2022 issued by MHADA aggregating to 1647.35 square meters or thereabouts ("**said Land**") along with one constructed building called Khernagar Bhagyodaya CHS Ltd. ("**said Society**"), Building No. 9 standing thereon ("**said Building**"), situate lying and being at Kher Nagar, Village Bandra, Mumbai 400 051 ("**said Property**").

1. We have investigated the title of the said Property on the request of Vakratunda Buildcon Private Limited ("**Vakratunda/VBPL**"), having its address at SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai 400 005, Maharashtra, India and on the basis of documents pertaining to the said Property.

- 1.1 **Description of said Property:** All that piece and parcel of leasehold land bearing Survey No. 341 (Part) and City Survey No. 604 (Part) admeasuring 1,611.52 square meters or thereabouts as per the Indenture of Lease and additional surrounding areas admeasuring 35.83 square meters being Tit Bit Land as per letter dated 21st July 2022 issued by MHADA aggregating to 1647.35 square meters or thereabouts along with one constructed building called Khernagar Bhagyodaya CHS Ltd., Building No. 9 standing thereon, situate lying and being at Kher Nagar, Village Bandra, Mumbai 400 051 ("**said**



**Property") and more particularly described in the First Schedule of Annexure A hereunder.**

1.2 The title documents in respect of the said Property are more particularly listed in the **Second Schedule of Annexure A** hereunder.

1.3 Copy of Property Register Card dated 16<sup>th</sup> December 2023 in respect of said Property.

1.4 **Search Report:**

i. Search Reports dated 8<sup>th</sup> July 2022, 14<sup>th</sup> July 2022, 25<sup>th</sup> March 2023 and 5<sup>th</sup> December 2023 all issued the Manoj Satam, for more than 30 years;

ii. Search Reports dated 3<sup>rd</sup> July 2022 and 15<sup>th</sup> March 2023 issued by Simply Cersai, Company Secretaries and Search Report dated 6<sup>th</sup> December 2023 issued by Kavita Shah, Company Secretary as regards the searches conducted on the online portal of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of the Property;

iii. Search Report dated 13<sup>th</sup> March 2023 issued by Simply Cersai, Company Secretaries as regards the searches conducted on the online portal of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of VBPL;

iv. Search Report dated 10<sup>th</sup> March 2023 issued by Simply CERSAI and 22<sup>nd</sup> December 2023 issued by Kavita Shah, Company Secretary as regards the searches conducted on the online portal of Ministry of Corporate Affairs in respect of the charges created by VBPL;

v. Search Reports dated 30<sup>th</sup> June 2022, 13<sup>th</sup> March 2023 and 4<sup>th</sup> December 2023, as regards online litigation searches conducted in respect of the litigations filed by or against (i) Society and (ii) VBPL.

2. On perusal of the documents listed in **Second Schedule of Annexure A** and all other relevant documents relating to title of the said Property we are of the opinion that, the development rights of VBPL are clear and marketable and



subject to the encumbrance of Vistra ITCL (India) Limited mentioned in detail at Paragraph No. 3.2.a.

3. **Owner/Lessee/Developer of the said Property:**

3.1 Khernagar Bhagyodaya CHS Ltd. i.e Said Society is entitled to (i) the Land as the Lessee thereof under the Indenture of Lease dated 18<sup>th</sup> December 2000; and (ii) the Building standing thereon as the Owner thereof; and

- a) MHADA (Owner / Lessor): Survey No. 341 (Part) and City Survey NO. 604 (Part) admeasuring 1,611.52 square meters or thereabouts as per the Indenture of Lease and additional surrounding areas admeasuring 35.83 square meters being TitBit Land as per the letter dated 21<sup>st</sup> July 2022 issued by MHADA aggregating to 1647.35 square meters or thereabouts along with one constructed building called Khernagar Bhagyodaya CHS Ltd, Building No. 9 standing thereon, situate lying and being at Kher Nagar, Village Bandra, Mumbai – 400 051;
- b) Khernagar Bhagyodaya CHS Ltd (Leasehold right holder / Lessee): Survey No. 341 (Part) and City Survey No. 604 (Part) admeasuring 1,611.52 square meters or thereabouts as per the Indenture of Lease and additional surrounding areas admesuring 35.83 square meters being TitBit Land as per the letter dated 21<sup>st</sup> July 2022 issued by MHADA aggregating to 1647.35 square meters or thereabouts along with one constructed building called Khernagar Bhagyodaya CHS Ltd, Building No. 9 standing thereon, situate lying and being at Kher Nagar, Village Bandra, Mumbai – 400 051;
- c) M/s. Vakratunda Buildcon Private Limitted (Developer): Survey No. 341 (Part) and City Survey No. 604 (Part) admeasuring 1,611.52 square meters or thereabouts as per the Indenture of Lease and additional surrounding areas admesuring 35.83 square meters being TitBit Land as per the letter dated 21<sup>st</sup> July 2022 issued by MHADA aggregating to 1647.35 square meters or thereabouts along with one constructed building called Khernagar Bhagyodaya CHS Ltd, Building No. 9 standing thereon, situate lying and being at Kher Nagar, Village Bandra, Mumbai – 400 051;

4. **Qualifying comments/ remarks :**

- a. Charge by way of registered mortgage created in respect of the BKC 9 Project and total RERA carpet area of 59,760 (Fifty-



Nine Thousand Seven Hundred and Sixty) square feet consisting of 90 unsold units (excluding BKC 9 excluded units) constructed/to be constructed on the Property by and under the Mortgage Deed dated 24<sup>th</sup> April 2023 ("**Vistra Mortgage**") registered with the Office of the Sub-Registrar of Assurances Andheri 4 under Serial No. BDR15-6823 of 2023 in favour of Vistra ITCL (India) Limited (as the Debenture Trustee) as detailed in the Mortgage Section hereinbelow.

5. The report reflecting the flow of title of VBPL in respect of the said Property, is hereto annexed as **Annexure 'A'**.

Dated this 24<sup>th</sup> day of January, 2024



  
ASD Associates  
Advocates & Solicitors

Encl: As above.

**Annexure "A"**  
**Flow of title in respect of the said Property**

Re: All that piece and parcel of leasehold land bearing Survey No. 341 (Part) and City Survey No. 604 (Part) admeasuring 1,611.52 square metres or thereabouts as per the Indenture of Lease and additional surrounding areas admeasuring 35.83 square meters being Tit Bit Land as per letter dated 21st July 2022 issued by MHADA aggregating to 1647.35 square meters or thereabouts ("**said Land**") along with one constructed building called Khernagar Bhagyodaya CHS Ltd. ("**said Society**"), Building No. 9 standing thereon ("**said Building**"), situate lying and being at Kher Nagar, Village Bandra, Mumbai 400 051 ("**said Property**").

**A. Devolution of the Property:**

1. It appears from the recitals of the Indenture of Lease dated 18<sup>th</sup> December 2000 that prior to the year 1977, the Maharashtra Housing Board was the owner of all that piece and parcel of land bearing Survey No. 341 (Part) and City Survey No. 604 (Part) admeasuring 1,611.52 square meters or thereabouts, situate lying and being at Kher Nagar, Village Bandra, Mumbai 400051 ("**said Land**").
2. Thereafter, that by and under a Government Notification issued by the Public Works and Housing Department bearing Serial No. ARD-1077 (I) Desk-44 dated 5<sup>th</sup> December 1977, a statutory corporation under the Maharashtra Housing Area and Development Act, 1976 ("**MHADA Act**") in the name 'MHADA' ("**MHADA**") was constituted with effect from 5<sup>th</sup> December 1977 and the Maharashtra Housing Board was dissolved. Under Section 189 (a) and (b) of the MHADA Act, all the properties, rights, liabilities and obligations of the Maharashtra Housing Board are vested in MHADA.
3. In pursuance of the aforesaid, MHADA became entitled to the Land as owner thereof. We have seen the Property Register Card ("**PRC**") dated 16<sup>th</sup> December 2023 in respect of CTS No. 604 (*more particularly set out hereunder*) and on perusal thereof we note that the name of MHADA is recorded therein as the holder of the Property (*defined hereinafter*).



4. It appears from the recitals of the Indenture of Lease dated 18<sup>th</sup> December 2000 that:
- 4.1. The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to industrial workers known as the Subsidized Industrial Housing Scheme.
  - 4.2. In pursuance of the aforesaid, MHADA had built a building bearing No. 9 ("**said Building**") on the Land for housing industrial workers as provided in the scheme.
  - 4.3. Thereafter, the tenements in the Building were allotted to individual allottees on rental basis.
  - 4.4. Thereafter, on the basis of the guidelines laid down by the Government of India, the Government of Maharashtra had *inter alia* directed that the buildings built by MHADA under certain schemes should be offered for sale on as is where is condition to the occupants whose occupation is regularized on their paying the penalty amounting to fifty percent of the cost of the tenements in lump sum for residential purposes on the basis of hire purchase after the occupants form a co-operative housing society.

The Land and the Building constructed thereon are hereinafter collectively referred to as "**the Society Property**".

5. By and under a Society Registration Certificate dated 29<sup>th</sup> June 1985 bearing registration No. BOM(W H/E)/HSG(OH)/1409/84-85, a society by the name of Khernagar Bhagyodaya Co-operative Housing Society Limited, Mumbai ("**Society**") was registered under the provisions of the Maharashtra Co-operative Societies Act 1960 and rules thereunder.
6. By and under an Indenture of Lease dated 18<sup>th</sup> December 2000 registered with the office of the Sub-Registrar of Assurances under Serial No. 2308 of 2000 and executed between MHADA therein referred to as the Authority of the One Part and the Society therein referred to as the Society of the Other Part, the Authority granted unto the Society, the lease of 99 years in respect of the Land commencing from 1<sup>st</sup> April 1980 for an annual lease rent of Rs. 702/- (Rupees Seven Hundred and Two only) on the terms and conditions set out thereunder *inter alia* that the Society would not assign/ sub-let or otherwise transfer (including parting with possession of whole/part of the subject land/interest) or benefit of lease/ user of the subject land without the previous written permission of the authority.



7. By and under a Deed of Sale dated 18<sup>th</sup> December 2000 registered with the office of the Sub-Registrar of Assurances under Serial No. 2289 of 2000 and executed between MHADA therein referred to as the Authority of the One Part and the Society therein referred to as the Society of the Other Part, the Authority thereunder sold transferred conveyed assured and assigned the Building in favour of the Society, at or for the consideration and in the manner set out thereunder.
8. By and under a Development Agreement dated 7<sup>th</sup> December 2022 ("**Development Agreement**") registered with the office of the Sub-Registrar of Assurances under Serial No. 998 of 2023 executed between (i) the Society therein referred to as the Society of the First Part, (ii) Alok Nandan, Babu Tukaram Mahadgut, Shubhangi Kiran Kakad, Maina P. Chhajeve, Dilip Lokuram Arora, Kiran Laxman Kakad, Surendra R. Gavde, Divyesh R. Muni, Roy Dsilva, Neeta Aatmaram Khanvi, Atul Vishnu Redkar, Savita Dattaram Rane, Rakhi Ramchandra Tavte, Sahas S. Jahagirdar, Hemant Bhikasi More, Vinod Panchal, Deepak Bandodkar, Amruta Deepak Mantri, Indrajit Patel, Eknath Babaji Puralkar, Sunil Madukar Nayik, Shailja Saabnath Gosavi, Vinod Eknath Karekar, Janardan Mahadev Rane, Satyajit V. Khare, Joshi Bhagyalaxmi Prabhakar, Pandey Rajeshkumar Adyaprasad, Chhaya Suryakant Katkdond, Sharad Pandurang Nandodskar, Vipul Shivkumar Birla, Bowalekar Sashikant Sahdev, Prakash Vithalrao Patil, P.K. Gopinadhan, Madhav Shriram Parajape, Pushpalata S. Bhandary, Jayesh Anant Lad, Laxmi Narendra Chickar, Supriya Anilkumar Aroskar, Cisily Jose, Anita Tarachand Gupta, Pushpa Rajeev Gupta, Poojari Shankar Kanthappa, Suresh N. Khandeparkar, M.R. Deshpande, Peter Cardoz, Harshad P. Kerkar, Suryakant Ingle Tuljaram, Mary Cardoz Peter, Surendra Ramchandra Tulaskar, Ranjana Vinay Naidu, Manoj Manohar Desai, Bhushan Laxman More, Nandkumar Kerkar Shantaram therein and herein referred to as the Existing Members of the Second Part and (iii) Vakratunda Buildcon Private Limited ("**Vakratunda/VBPL**") therein referred to as the Developers of the Third Part, the Society and the Existing Members appointed Vakratunda as the developer of the Society Property and additional surrounding area admeasuring 35.83 square meters being tit-bit land (as per letter dated 18<sup>th</sup> July 2022 issued by MHADA) aggregating to a total area admeasuring 1647.35 square meters or thereabouts (The Society Property and the tit bit land are hereinafter collectively referred to as "**Property**" and more particularly set out in the **First Schedule** hereunder) and to redevelop the Society Property under



Regulation 33(5) of the Development Control and Promotion Regulation, 2034 at the consideration and on the terms and conditions set out thereunder.

9. In pursuance of the aforesaid Development Agreement, a Power of Attorney dated 8<sup>th</sup> February 2023 registered under Serial No. 1406 of 2023 was executed by the Society through Amruta Deepak Mantri (Chairman) and Sunil Madhukar Naik (Secretary) and Hemant Bhikaji More (Treasurer) in favour of Vakratunda through Ram Kantilal Makhecha (Director) as their constituted attorney to do all such acts, deeds and things in respect of the Property as set out thereunder.
10. In the manner as aforesaid, the Society became entitled to the Property as the lessee of the Land and the owner of the Building and Vakratunda became entitled to the development rights of the Property, subject to the mortgage created in favour of Vistra.

**B. MORTGAGE:**

1. By and under a Mortgage Deed dated 24<sup>th</sup> April 2023 ("**Vistra Mortgage**") registered with the Office of the Sub-Registrar of Assurances Andheri- 4 under Serial No. BDR15-6823 of 2023 executed between Vakratunda therein referred to as the Mortgagor of the First Part and Vistra ITCL (India) Limited ("**Vistra**") therein referred to as the Debenture Trustee of the Second Part, the Mortgagor for a facility of Rs. 55,00,00,000/- (Rupees Fifty-Five Crores Only) created a first ranking and exclusive charge by way of English mortgage on the BKC 9 Project ("**BKC 9**") documents, and in the total RERA carpet area of 59,760 (Fifty-Nine Thousand Seven Hundred and Sixty) square feet consisting of 90 unsold units (excluding BKC 9 excluded units) constructed/to be constructed on the Property together with all the present and future free sale development potential and/or built-up area thereon including any additional/incremental development potential which Vakratunda may be entitled to in relation to the Property more particularly described in the aforesaid Mortgage Deed dated 24<sup>th</sup> April 2023 by way of security for due repayment of the facility on the terms and conditions more particularly mentioned therein. Upon perusal of the aforesaid Mortgage Deed, we note that the Mortgagor i.e., Vakratunda is required to take previous consent in writing from Vistra prior to inter alia leases, sale or any other disposal thereof in respect of the Property.



**C. REVENUE RECORDS:**

11. I, have been furnished with the copy of a Property Register Card in respect of CTS No. 604 dated 16<sup>th</sup> December 2023 and on perusal thereof, we note as under:

| CTS No. | Area (in square meters) | Tenure | Holder                             |
|---------|-------------------------|--------|------------------------------------|
| 604     | 13,876 square meters    | C      | Maharashtra Housing Board (Holder) |

**D. PUBLIC NOTICE:**

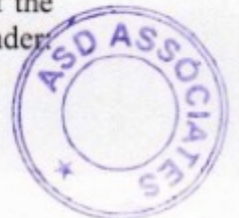
12. We have been furnished with a copy of the Public Notice published on 3<sup>rd</sup> July 2023 in the Times of India (English) and Loksatta (Marathi) newspapers by Dhaval Vussonji & Associates, Advocates and Solicitors, inviting claims / objections in respect of *inter alia* the said Property and we have been informed by Dhaval Vussonji & Associates, Advocates and Solicitors that that no claims and objections have been received in respect thereof, till date.

**E. SEARCHES CONDUCTED IN THE OFFICE OF THE SUB-REGISTRAR OF ASSURANCES**

13. On perusal of the Search Reports dated 8<sup>th</sup> July 2022, 14<sup>th</sup> July 2022, 25<sup>th</sup> March 2023 and 5<sup>th</sup> December 2023 for the period of 1993 to 2022 and 2022 to 2023 all issued by Manoj Satam, Search Clerk as regards to the searches conducted in the concerned offices of Sub-Registrar of Assurances in respect of the said Property, we note that save and except the documents recorded herein, no other additional documents are reflected therein affecting the rights of VBPL to the Property.

**F. SEARCHES CONDUCTED ON THE WEBSITE OF CENTRAL REGISTRY OF SECURITIZATION ASSET RECONSTRUCTION AND SECURITY INTEREST OF INDIA:**

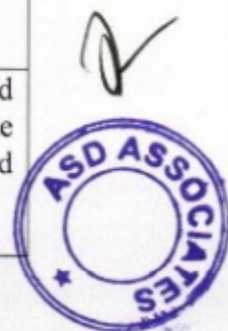
14. On perusal of the Reports dated 3<sup>rd</sup> July 2022, 15<sup>th</sup> March 2023 and 6<sup>th</sup> December 2023, both issued by Simply Cersai in respect of the searches conducted on the Website of Central Registry of Securitization Asset Reconstruction and Security Interest of India ("CERSAI") in respect of the said Property, we observe that the following charges are reflected thereunder:



| Asset ID     | Date of charge creation        | Borrower                    | Lender                            | Property Description                                                         |
|--------------|--------------------------------|-----------------------------|-----------------------------------|------------------------------------------------------------------------------|
| 200035644053 | 20 <sup>th</sup> November 2019 | Vakratunda                  | IDBI Trusteeship Services Limited | Survey No. 341 (Part), Plot No. 604 (part) admeasuring 1689.92 square meters |
| 200056548474 | 17 <sup>th</sup> August 2021   | V Laxmi Ekta Developers LLP | IBDI Finance Private Limited      | Survey No. 341, City Survey No. 604                                          |
| 200059857254 | 25 <sup>th</sup> January 2022  | Vakratunda                  | Vistra ITCL (India) Limited       | Survey No. 341, Plot No. 601.                                                |

15. On perusal of the aforesaid search report, it appears that the aforesaid charges do not pertain to the Property or any part thereof.
16. We observe that the aforesaid Deed of Mortgage dated 24<sup>th</sup> April 2023 registered with the Office of the Sub-Registrar of Assurances Andheri 4 under Serial No. BDR15-6823 of 2023 recorded in paragraph 1 hereinabove has not been reflected thereunder.
17. On perusal of the Report dated 13<sup>th</sup> March 2023 and 6<sup>th</sup> December 2023 issued by Kavita Shah, Company Sectaries issued by Simply CERSAI in respect of the searches conducted on the website of CERSAI in respect of VBPL, we observe that the following charges are reflected thereunder:

| Asset ID     | Date of charge creation        | Borrower   | Lender                      | Property Description                                    |
|--------------|--------------------------------|------------|-----------------------------|---------------------------------------------------------|
| 200059838976 | 28 <sup>th</sup> December 2021 | Vakratunda | Vistra ITCL (India) Limited | As described under the unattested Deed of Hypothecation |



|              |                                      |            |                                            |                                                                                             |
|--------------|--------------------------------------|------------|--------------------------------------------|---------------------------------------------------------------------------------------------|
|              |                                      |            |                                            | dated 28 <sup>th</sup><br>December 2021                                                     |
| 200035644053 | 20 <sup>th</sup><br>November<br>2019 | Vakratunda | IDBI<br>Trusteeship<br>Services<br>Limited | Survey No. 341<br>(part), Plot No.<br>604 (part)<br>admeasuring<br>1689.92 square<br>meters |
| 200059857254 | 25 <sup>th</sup> January<br>2022     | Vakratunda | Vistra ITCL<br>(India)<br>Limited          | Survey No. 341,<br>Plot No. 601.                                                            |

18. On perusal of the aforesaid search report, it appears that the aforesaid charges do not pertain to the Property or any part thereof.

19. We observe that the aforesaid Deed of Mortgage dated 24<sup>th</sup> April 2023 registered with the Office of the Sub-Registrar of Assurances Andheri 4 under Serial No. BDR15-6823 of 2023 recorded in paragraph 1 hereinabove has not been reflected thereunder.

**G. SEARCHES CONDUCTED ON THE IBSITE OF MINISTRY OF CORPORATE AFFAIRS:**

20. On perusal of the Report dated 10th March 2023 issued by Simply CERSAI and 22<sup>nd</sup> December 2023 issued by Kavita Shah, Company Secretaries in respect of the searches carried out on the online portal of the Ministry of Corporate Affairs ("MCA") with respect to the charges created by VBPL, we note that the following charges are reflected thereunder:

| Sr. No. | Charge Holder                     | Status    | Amount (In Rs.)  | Property                                                                                  |
|---------|-----------------------------------|-----------|------------------|-------------------------------------------------------------------------------------------|
| 1.      | IDBI Trusteeship Services Limited | Satisfied | 4000,00,00,000/- | (Not specified)                                                                           |
| 2.      | Vistra ITCL (India) Limited       | Active    | 7500,00,00,000/- | Survey no. 341 (part), CTS no. 601 (part) admeasuring 1689.92 square meters together with |

|    |                               |        |                |                                                                                                                                                                                                                           |
|----|-------------------------------|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                               |        |                | building bearing no. 28.                                                                                                                                                                                                  |
| 3. | The South Indian Bank Limited | Active | 12,50,000/-    | (i) Lien over Fixed Deposit No. 266.101.13935 for the amount of Rs. 9,50,000/- (Rupees Nine Lacs Fifty Thousand only) and (ii) Fixed Deposit No. 266.101.13840 for the amount of Rs. 3,00,000/- (Rupees Three Lacs only). |
| 4. | Vistra ITCL (India) Limited   | Active | 55,00,00,000/0 | CTS No. 341 (part) and CTS No. 604 (part) admeasuring 1611.52 square meters.                                                                                                                                              |
| 5. | Vistra ITCL (India) Limited   | Active | 55,00,00,000/- | Hypothecation of movables                                                                                                                                                                                                 |

On perusal of the aforesaid search report, we understand that the charge at Sr. No. 4 hereinabove is the same as the Vistra Mortgage and the charge at Sr. No. 5 is the hypothecation on respect of the same. The charges at Sr. No. 1, 2 and 3 do not appear to relate to the Property or any part thereof.

#### H. ONLINE LITIGATION SEARCHES:

21. On perusal of the Report dated 30<sup>th</sup> June 2022, 13<sup>th</sup> March 2023 and 6<sup>th</sup> December 2023 in respect of the Society and Report dated 13<sup>th</sup> March 2023 and 6<sup>th</sup> December 2023 in respect of VBPL, all issued by Cubictree Technology Solutions Private Limited in respect of the online searches conducted in respect of the litigations filed by or against the Society and VBPL, we note that there are no litigations recorded by or against the Society.
22. In respect of Vakratunda, certain litigations are reflected under the Search Report dated 13<sup>th</sup> March 2023. On perusal of the documents, orders and



writings provided, we observe that the litigations do not pertain to the Property/Project.

**FIRST SCHEDULE**  
(Description of Property)

All that piece and parcel of leasehold land bearing Survey No. 341(part) and City Survey No. 604 (Part) admeasuring 1,611.52 square metres or thereabouts as per the Indenture of Lease and additional surrounding areas admeasuring 35.83 square meters being Tit Bit Land as per letter dated 21st July 2022 issued by MHADA aggregating to 1647.35 square meters or thereabouts along with one constructed building called Khernagar Bhagyodaya CHS Ltd., Building No. 9 standing thereon, situate lying and being at Kher Nagar, Village Bandra, Mumbai 400 051 ("**Property**").

|                       |                    |
|-----------------------|--------------------|
| On or towards North : | By Building No 7,  |
| On or towards South : | By Building No 10, |
| On or towards East :  | By Service Road    |
| On or towards West :  | By Building No 8   |

**SECOND SCHEDULE**  
(List of Title Documents)

1. Indenture of Lease dated 18<sup>th</sup> December 2000 registered with the office of the Sub-Registrar of Assurances under Serial No. 2308 of 2000 and executed betlen MHADA therein referred to as the Authority of the One Part and the Society therein referred to as the Society of the Other Part;
2. Deed of Sale dated 18<sup>th</sup> December 2000 registered with the office of the Sub-Registrar of Assurances under Serial No. 2289 of 2000 and executed between MHADA therein referred to as the Authority of the One Part and the Society therein referred to as the Society of the Other Part;
3. Development Agreement dated 7<sup>th</sup> December 2022 registered with the office of the Sub-Registrar of Assurances under Serial No. 998 of 2023 executed between (i) the Society therein referred to as the Society of the First Part, (ii) Alok Nandan, Babu Tukaram Mahadgut, Shubhangi Kiran Kakad, Maina P. Chhajeve, Dilip Lokuram Arora, Kiran Laxman Kakad, Surendra R. Gavde, Divyesh R. Muni, Roy Dsilva, Neeta Aatmaram Khanvi, Atul Vishnu Redkar, Savita Dattaram Rane, Rakhi Ramchandra Tavte, Sahas S. Jahagirdar, Hemant Bhikasi More, Vinod Panchal, Deepak Bhandodkar, Amruta Deepak Mantri,



Indrajit Patel, Eknath Babaji Puralkar, Sunil Madukar Nayik, Shailja Saabnath Gosavi, Vinod Eknath Karekar, Janardan Mahadev Rane, Satyajit V. Khare, Joshi Bhagyalaxmi Prabhakar, Pandey Rajeshkumar Adyaprasad, Chhaya Suryakant Katkdond, Sharad Pandurang Nandodskar, Vipul Shivkumar Birla, Bowalekar Sashikant Sahdev, Prakash Vithalrao Patil, P.K Gopinadhan, Madhav Shriram Parajape, Pushpalata S. Bhandary, Jayesh Anant Lad, Laxmi Narendra Chickar, Supriya Anilkumar Aroskar, Cisily Jose, Anita Tarachand Gupta, Pushpa Rajeev Gupta, Poojari Shankar Kanthappa, Suresh N. Khandeparkar, M.R. Deshpande, Peter Cardoz, Harshad P. Kerkar, Suryakant Ingle Tuljaram, Mary Cardoz Peter, Surendra Ramchandra Tulaskar, Ranjana Vinay Naidu, Manoj Manohar Desai, Bhushan Laxman More, Nandkumar Kerkar Shantaram therein and herein referred to as the Existing Members of the Second Part and (iii) Vakratunda Buildcon Private Limited therein referred to as the Developers of the Third Part;

4. Power of Attorney dated 8<sup>th</sup> February 2023 registered under Serial No. 1406 of 2023 was executed by the Society through Amruta Deepak Mantri (Chairman) and Sunil Madhukar Naik (Secretary) and Hemant Bhikaji More (Treasurer) in favour of Vakratunda through Ram Kantilal Makhecha (Director); and
5. Property Register Card in respect of CTS No. 604 dated 16<sup>th</sup> December 2023.

