



DHAVAL VUSSONJI

ADVOCATES & SOLICITORS

MUMBAI • BENGALURU • DELHI

Ref.No.DV11106/20-21

VAKRATUNDA BUILDCON PRIVATE LIMITED

70, Nagindas Master Road,

Fort, Mumbai – 400023

Maharashtra, India

Kind Attention: Mr. Rajesh Baxi

Opinion on Title

Re: All that piece or parcel of land bearing CTS No. 601 (part) admeasuring 1,646.72 square meters (“**Land**”), together with a Building bearing No. 28, standing thereon (“**Building**”) (collectively referred to as “**Property**”) situate at village Bandra, Mumbai Suburban District, situate, lying and being at Kher Nagar, Bandra in the Registration District and Sub-District of Mumbai Suburban.

*We have prepared this Opinion on Title in respect of the Property on the basis of (i) copies of certain documents of title and other related documents; (ii) Search Report dated 28th April, 2018 issued by Mr. Eknath S. Gaokar, Search Clerk and Search Report dated 16th January, 2021 issued by Manoj Satam, Search Clerk (“**Search Reports**”); (iii) Search Report dated 9th April, 2018 and 31st December, 2020 respectively issued by Ms. Jinal Dawda, Practising Company Secretary, in respect of the searches conducted on the website of Central Registry of Securitisation Asset Reconstruction and Security Interest of India (“**CERSAI Search Report**”); (iv) Search Report 29th December, 2020 respectively issued by Ms. Jinal Dawda, Practising Company Secretary, in respect of the searches conducted on the website of Ministry of Company Affairs, India (“**ROC Search Report**”); (v) Litigation Search Report dated 22nd February 2019 and 30th December, 2020 and 18th January, 2021 respectively issued by Cubictree Technology Solutions Private Limited (“**Litigation Search Report**”) and (vi) Declaration dated 9th April 2019 made by Mr. Ram Makhecha, in his capacity as Director of Vakratunda Buildcon Private Limited and 28th January, 2021 made by Mr. Nirav Dalal, in his capacity as Director of Vakratunda Buildcon Private Limited (“**VBPL**”) (“**Declaration**”). On perusal and on the basis thereof, we observe as under:*

A. Title Flow

1. On perusal of the Property Register Card dated 27th September, 2019 in respect of all that piece and parcel of land bearing CTS No. 601 admeasuring 5976.9 square meters, situate at village Bandra, Mumbai Suburban District, situate, lying and being at Kher Nagar, Bandra in the Registration District and Sub-District of Mumbai Suburban (“**Larger Land**”), we note that the name of the ‘Maharashtra Housing Board’ i.e. the predecessor of Maharashtra Housing and Area Development Authority (“**MHADA**”), is appearing in the holder’s column.
2. It appears that originally Maharashtra Housing Board, a Corporation established under the Bombay Housing Board Act, 1948 (hereinafter referred to as “**Board**”) was the owner of the Larger Land;



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3. It further appears that by and under Government Notification in the Public Works and Housing Department bearing No. ARD-1077 (I) Desk-44 dated 5th December, 1977, MHADA, a statutory corporation under the Maharashtra Housing Area and Development Act, 1976 (hereinafter referred to as "Act") was constituted with effect from 5th December, 1977 and the Board stood dissolved.
4. Under clauses (a) and (b) of Section 189 of the Act, all the property, rights, liabilities and obligations of the dissolved Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of MHADA.
5. It appears that a multistoried building known as Building No. 28, consisting of 54 tenements ("**Building**") was constructed on a portion of the Larger Land being an area admeasuring 1,646.72 square meters and bearing Survey No. 341 (part) and CTS No. 601 (part) situate at village Bandra, Mumbai Suburban District, situate, lying and being at Kher Nagar, Bandra in the Registration District and Sub-District of Mumbai Suburban ("**Land**"). The Land and the Building are hereinafter collectively referred to as "**Property**" and are more particularly described in the **First Schedule** hereunder written.
6. It appears that the tenements in the Building were allotted to individual allottees and the allottees formed themselves into a society known as 'Kher Nagar Swasadan Co-operative Housing Society Limited', a co-operative society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 and bearing registration no. BOM(W/H/I)/HSG (OH)/9167/95-96 dated 25th September 1995 ("**Society**"). We have been furnished with a copy of the registration certificate dated 25th September, 1995 in respect of the Society.
7. By and under an Indenture of Lease dated 6th February 1997 and registered with the Office of Sub-Registrar of Assurances under Serial No. P-BDR/1-67 of 1997 ("**Lease Deed**") made between the Maharashtra Housing and Area Development Authority, therein referred to as the Authority and Kher Nagar Swasadan Co-operative Housing Society Limited, therein referred to as the Society, MHADA demised by way of lease, the Land, unto the Society, for a period of 99 years commencing from 1st April 1980, for the rent reserved and the covenants on behalf of the Society to be observed and performed and on the terms and conditions contained therein. On perusal of the Lease Deed we note that under Clause 2 Sub-Clause (i), the Society cannot assign, sublet, underlet or otherwise transfer in any other manner whatsoever including parting with the possession of the whole or any part of the Land or its interest thereunder or benefit of this lease to any person or persons or change the user of the Land or any part thereof without the previous written permission of MHADA and further under Clause 2 Sub-Clause (l), the Society has *inter-alia* covenanted that the Society shall not make any excavation upon any part of the Land without the previous consent of MHADA in writing except for the purposes of repairing, renovating or rebuilding the existing structure standing on the Land or utilisation of permissible F.S.I, if any, as per Development Control Regulations.



8. By and under a Deed of Sale dated 6th February 1997 and registered with the Office of Sub-Registrar of Assurances under Serial No. P-BDR/1-69 of 1997 (“Sale Deed”) made between the Maharashtra Housing and Area Development Authority, therein referred to as the Authority and Kher Nagar Swasadan Co-operative Housing Society Limited, therein referred to as the Society, MHADA sold, transferred, conveyed, assured and assigned the Building in favour of the Society, for the consideration and in the manner contained therein. The Sale Deed mentions that the Society shall join the federation of the Co-operative Housing Societies owning buildings in the scheme mentioned therein. However, we have been informed that no such federation and/or any apex body has been formed.
9. In the manner aforesaid, the Society became entitled to the Property.

B. Development of the Property

10. It appears that since the Building is more than 50 (years) old and the cost to be incurred for repairs would be exorbitant, the Society, in the meeting of its members held on 2nd January, 2011, resolved to redevelop the Property. We have been furnished with the copy of the Minutes of the aforesaid meeting dated 2nd January, 2011 and on perusal thereof we note that out of total 54 members of the Society, 41 members attended the aforesaid meeting and out of which 41 members, 37 members voted in favour of redevelopment, 3 members voted against it and 1 member refrained from voting and as such, it was resolved by majority members that the Building be redeveloped. We have been furnished with a copy of the undated Minutes of the aforesaid meeting held on 2nd January, 2011.
11. It appears that the members of the Society, in their General Body Meetings held on 29th January 2011 and 21st April 2011, resolved to appoint M/s. S. P. Consulting Engineers Pvt. Ltd. (“PMC”) as the Project Management Consultant and Architects to assist them in the process of redevelopment of the Property.
12. Pursuant thereto the Society issued Public Notice on 2nd November 2011, in the newspapers Times of India, Navshakti and Gujarat Samachar, inviting offers/bids from reputed developers for redevelopment of the Property and pursuant thereto it appears that the Society received several offers from several reputed developers for the redevelopment of the Property including from Vakratunda Realty Private Limited (“VRPL”) and Huges Real Estates Developers Private Limited (“HREDPL”). We have not been furnished with the copy of the newspapers being Times of India, Navshakti and Gujarat Samachar in which the aforesaid public notice was published on 2nd November, 2011.
13. It appears that the PMC scrutinized the bids received pursuant to the aforesaid Public Notice and issued a detailed report to the Society and the members of the Society in their General Body Meeting held on 12th May 2012, resolved to appoint HREDPL as the developer for the purpose of redevelopment of the Property and issued its Letter of Intent dated 10th July 2012 in favour of HREDPL.



14. It appears that since HREDPL had proposed/recommended substantial changes to the draft of the Development Agreement drafted by the Society in consultation with the PMC and its Legal Advisor, which was not acceptable to the Society, the Society in its General Body Meeting held on 13th January 2013, unanimously resolved to cancel the appointment of HREDPL and the aforesaid Letter of Intent dated 10th July 2012 issued in favour of HREDPL. Further, *vide* the aforesaid resolution, it was also resolved that instead of initiating the whole process for appointment of developers again, the Society should invite the other four developers viz. Saga Infraproject, Bajaj International Realty, Neev Infrastructure and VRPL, whose bids were previously rejected, to revise their offers. We have been furnished with the copy of the Minutes dated 20th January, 2013 in respect of the aforesaid Meeting held on 13th January, 2013 where the aforesaid resolutions were passed. On perusal of the Attendance Sheet in respect of the aforesaid Meeting dated 13th January 2013, we observe that 43 members were present at the aforesaid Meeting.
15. Pursuant to the resolution passed by the Society in its meeting held on 13th January 2013, the Society *vide* its letter dated 19th January 2013 issued to HREDPL, the Society terminated the Letter of Intent dated 10th July 2012 and the In-Principle Appointment of HREDPL as the developer of the Property and enclosed a Demand Draft dated 19th January 2013 bearing No. 004565, for an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only), being the Earnest Money Deposit deposited by the HREDPL with the Society, as and by way of refund. We note that by and under Letter dated 21st August 2013, HREDPL accepted the termination of the aforesaid Letter of Intent and its in-principle appointment as the developer and the refund of the earnest money deposit of Rs. 10,00,000/- (Rupees Ten Lakhs only). Under the aforesaid Letter dated 21st August 2013, HREDPL further confirmed that they do not have any further rights whatsoever in the redevelopment of the Building and that they have no objection to the Society appointing any other developer for redevelopment thereof.
16. By and under its Letter dated 14th January 2013, the Society invited revised financial bids from the aforesaid four developers viz. Saga Infraproject, Bajaj International Realty, Neev Infrastructure and VRPL.
17. By and under its Letter dated 7th February 2013, VRPL submitted its revised financial offer for redevelopment of the Property to the Society.
18. By and under a Letter dated 21st February 2013 bearing No. Mu M/Up Ni/B-3/Pra Adhi/812/2013, the Deputy Registrar, Co-operative Society, MHADA ("Deputy Registrar"), on the request of the Society contained in the Society's Letter dated 2nd February, 2013, appointed Ms. Varsha Patil, Assistant Cooperative Officer as the authorized representative, to observe the proceedings in the General Body Meeting to be held by the Society for appointment of a developer and report the Resolution passed therein to the said Deputy Registrar.
19. Thereafter in the General Body Meeting of the Society held on 10th March 2013, out of the 53 members of the Society (since one member was deceased), 48 members of the Society attended the meeting and out of the aforesaid 48 members of the Society, 44 members



consented to the appointment of VRPL as the developers to redevelop the Property and VRPL was *inter-alia* appointed as the developer to redevelop the Property. On perusal of the Minutes dated 19th March, 2013 in respect of the aforesaid Meeting dated 10th March, 2013 we note that the aforesaid meeting was also attended by Ms. Varsha Patil, Assistant Cooperative Officer and the attendance has been signed by her. The aforesaid minutes record that neither any revised bids/offer was received from Saga Infracore, Bajaj International Realty and Neev Infrastructure nor any of their representative were present in the meeting. By its Letter dated 15th April 2013, VRPL has accepted its appointment as the developer to redevelop the Property.

20. By and under its Letter dated 12th April 2013 bearing No. Mu M/Up Ni/B-3/1519/2013 issued by the Deputy Registrar, Co-operative Society, MHADA, a copy of which was marked to the Chairman of the Society, it is recorded that in the aforesaid General Body Meeting held on 10th March 2013 in terms of the Directive dated 3rd January 2009 bearing No. CHS 2007/CR554/14-C, issued by the Co-operation, Marketing and Textiles Department, Government of Maharashtra ("**Directive**"), under Section 79 (A) of the Maharashtra Co-operative Societies Act, 1960 ("**Societies Act**"), which was attended by Ms. Varsha Patil, the authorized representative of the said Deputy Registrar, 48 members being 89% of the members of the Society were present and out of which 44 members of the Society voted in favour of the appointment of VRPL as the developer and 4 members refrained and in terms thereof VRPL was appointed as the developer to redevelop the Property.
21. Pursuant to the aforesaid Resolution passed in the General Body Meeting dated 10th March 2013, by and under a Letter of Intent ("**LOI**") dated 13th April 2013, the Society recorded its intention to grant development rights in respect of the Property in favour of VRPL, on the terms and conditions contained therein.
22. By and under a Memorandum of Understanding dated 11th September 2013 made between the Society (therein also referred to as the Society) of the One Part and the VRPL (therein referred to as the Developers) of the Other Part ("**MOU**"), the Society *inter alia* agreed to grant development rights in respect of the Property, in favour of VRPL, for the consideration and on the terms and conditions contained therein.
23. By and under its Letter dated 29th October 2013 bearing No. Ka A/Va Vi/Up Vi-3/Mu M/669/2013, the Executive Engineer, MHADA, Mumbai, requested the Society to furnish him with consents of at least 70% members of the Society for redevelopment of the Property. In response to the Letter dated 29th October 2013, the Society, vide its Letter dated 9th November 2013, furnished the consents of 47 members out of 54 members (87%) to MHADA.
24. Vide its Letter dated 14th August 2014 issued to the Executive Engineer, MHADA, Mumbai, the Society furnished consents of 42 members in respect of appointment of VRPL as developer for the proposed redevelopment;



25. The Society held a Special General Body Meeting on 17th July, 2016 to consider and if thought fit, to grant extension of time to VRPL in respect of redevelopment of the Property. On perusal of the Minutes dated 20th July, 2016 in respect of the aforesaid Special General Body Meeting dated 17th July, 2016, we note that it was unanimously resolved that VRPL be granted extension till May 2018 in respect of redevelopment of the Property.
26. It appears that post the execution of the MOU, VRPL had time and again, revised its offer, ending with revised offer Letter dated 12th October 2017. We have been furnished with a copy of the revised offer Letter dated 12th October 2017. We note that the Society, in its General Body Meeting dated 14th October 2017, have accepted the revised offer;
27. By and under a Letter dated 8th November 2017, the Society *inter alia* intimated the resolution passed in the aforesaid General Body Meeting dated 14th October 2017 to VRPL and further, in the interest of expediting the processing of the building proposal for redevelopment, the Society permitted VRPL to represent the Society before MHADA in order to complete the necessary formalities.
28. Thereafter, the members of the Society, in its Special General Body Meeting held on 20th May 2018, resolved to appoint Vakratunda Buildcon Private Limited (“VBPL”), being another entity promoted by Mr. Ram Makhecha (the promoter of VRPL), as the developer in respect of redevelopment of the Property, in place and stead of VRPL and to grant development rights to VBPL for the same. On perusal of undated Minutes of the Special General Body Meeting held on 20th May 2018, we observe that instead of Vakratunda *Buildcon* Private Limited, the name of Vakratunda *Buildcom* Private Limited is mentioned. By and under the said Declaration, we have been informed that the mention of Vakratunda *Buildcom* Private Limited as aforesaid is erroneous and is actually a reference to Vakratunda *Buildcon* Private Limited (having CIN - U45201MH2007PTC171826). We have been furnished with the individual Irrevocable Consents of more than 70% members of the said Society addressed to MHADA, whereunder the respective members have *inter-alia* consented to the appointment of VBPL as the developer for redevelopment of the Property.
29. By and under its Letter dated 7th July 2018 addressed to the Deputy Registrar, Co-operative Societies, MHADA, the said Society intimated to the authority the aforesaid resolution passed in the General Body Meeting dated 20th May 2018 for appointment of VBPL as the developer in respect of the said Property. Though we have not been furnished with any response of the said Deputy Registrar to the aforesaid intimation sent by the said Society, however in the Deputy Registrar’s Order (*as defined and detailed in paragraph E hereinbelow*), the Deputy Registrar has taken cognizance of the appointment of VBPL as the developer in respect of the redevelopment of the said Property and has not raised any objection to the same.
30. In pursuance of the resolution passed in the aforesaid General Body Meeting dated 20th May 2018, by and under a Deed of Redevelopment dated 24th July 2018 made between the Society (therein also referred to as the Society) of the First Part, the persons listed in the Second Schedule thereunder written (therein referred to as the Existing Members) and VBPL



(therein referred to as the Developers) of the Third Part and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-4-7521 of 2018 (“**Deed of Redevelopment**”), the Society and the Existing Members granted development rights for redevelopment of the Property, in favour of VBPL, for the consideration and on the terms and conditions contained therein. On perusal of the Deed of Redevelopment, we observe that the same has been executed by 41 members of the said Society. Further, on perusal of the Deed of Redevelopment, we observe that:

- (i) as per Clause 2 (h), “*The Developer shall not be entitled to assign or transfer the rights under this Deed of Re-development for any consideration, benefit or interest without prior written approval of the Society in writing, which consent shall be issued only after passing an appropriate resolution approving such amendment in a general body meeting*”;
- (ii) as per Clause 6 (a) (xiv), “*The Developers shall be entitled to finance the entire development including the cost of construction, fees, premium, charges, deposits of all kinds to be paid to MHADA/MCGM, Government body or authorities concerned. The Developer shall be at liberty to take finance on the Free Sale Premises by way of loan from financial institutions on the security of the Free Sale Premises*”.

31. The 2 (two) members of the said Society viz. Mr. Dayanand Nagesh Piru and Rajesh Bhoormal Shah, who had not executed the Deed of Redevelopment, have executed respective Deeds of Confirmation, both dated 29th October, 2018, registered with the Sub-Registrar of Assurances at Bandra bearing registration nos. BDR-18-11116 of 2018 and BDR-18-11117 of 2018 respectively, wherein the aforesaid members have *inter alia* unconditionally and irrevocably accepted and confirmed the said Development Agreement, Power of Attorney as also the appointment of VBPL as the developer in respect of the said Property, in the manner stated thereunder.

32. In pursuance of the Deed of Redevelopment, by and under a Power of Attorney dated 24th July 2018 executed by the Society and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-4-7522 of 2018 (“**Power of Attorney**”), the Society has nominated, constituted and appointed VBPL as their attorneys *inter-alia* for carrying out all acts, deeds, matters and things in respect of redevelopment of the Property in the manner contained therein. On perusal of the said Power of Attorney, we observe that as per Clause 33, “*In accordance with the provisions of the Development Agreement, to create security on the Free Sale Flat/s in the new building, in favour of any Banks or Financial Institute, for any financial facility/loan granted by them to the Developers and for that purpose to sign and execute all such documents as may be necessary from time to time*”.

33. By and under the Offer Letter bearing reference no. CO/MB/REE/NOC/F-892/782/2019 dated 29th May, 2019 issued by MHADA, Mumbai to the Secretary of Swa Sadan CHSL, approving the utilisation of additional built-up area aggregating to 5162.55 square metres of



layout under DCR 33(5) in respect of the Property upon the payment of a premium in instalments as recorded therein and upon terms and conditions contained therein.

34. Pursuant to the Offer Letter (as stated above), MHADA vide its Revised Offer Letter bearing reference no. CO/MB/REE/NOC/F-892/1592/2019 dated 16th November, 2019 addressed to The Secretary of the Society, revised the payment of the premium to be paid in installments as recorded therein and upon the terms and conditions contained therein;
35. By and under Letter bearing reference no. CO/REE/NOC/F-892/1849/2019 dated 31st December, 2019 addressed to Executive Engineer, Building Permission Cell, MHADA granted its NOC for redevelopment of the Building upon the terms and conditions contained therein.
36. By and under the Intimation of Approval bearing reference no. MH/EE/BPCCell/GM/MHADA-95/524/2020 dated 17th September, 2020 issued by MHADA to VBPL approving the proposal of development of the Building standing upon the said Property, upon the terms and conditions to be complied with as contained therein.

C. Mortgages

37. By and under a Debenture Trust Deed dated 20th November, 2019 and registered with the office of the Sub-registrar of Assurances under Serial No. 12657 of 2019, executed between VBPL as "Company/Issuer" of the One Part and IDBI Trusteeship Services Limited as the "Debenture Trustee" or "Trustee" of the Other Part (hereinafter referred to as the "IDBI Mortgage"), the VBPL mortgaged in favour of IDBI, the entire undertaking being all the right, title and interest in VBPL, whether present and future, arising from and in relation to all present free sale development potential and/or built-up area being not less than 11582.96 square metres (but not including the Excluded Areas) constructed on the Property, together with all the Project Receivables (as defined therein) of the Project Property (as defined therein), (hereinafter referred to as the "IDBI Mortgaged Property"), to secure the 4000 (four Thousand) non-convertible debentures of face value of Rs.1,00,000/- (Rupees One Lakhs Only) each, aggregating to Rs. 40,00,00,000/- (Rupees Forty Crores Only) ("Debentures") issued by VBPL.

D. Revenue Records

1. It appears that the Land bearing CTS No. 601 (part) corresponds to Survey No. 341 (part) of village Bandra.
2. We have not been furnished with the copy of any 7/12 extracts or any mutation entries in respect of Survey No. 341 and/or any part thereof. We have been furnished with the copy of the property register card ("PRC") dated 27th September, 2019 in respect of the Larger Land and on perusal thereof we note as under:-



CTS No.	Area (Square Meters)	Holder	Other Rights Column	Tenure
601	5976.9	Maharashtra Housing Board (i.e. predecessor of MHADA)	-	11-1

E. Searches in the Office of the Sub-registrar of Assurances

3. We have caused searches to be conducted in the office of the concerned Sub-Registrar of Assurances in relation to the Property, for the period extending from 1988 to 2018 (31 years) and have been furnished with the Search Report dated 28th April 2018 issued by Mr. Eknath Gaokar, Search Clerk ("**Search Report**"), in respect thereof. On perusal thereof, we note that there are no documents reflected therein, which adversely affect the title of the Society to the Property. However, there are certain documents related to the individual flats in the Building reflected therein, which are listed in the **Second Schedule** hereunder written. We have been informed that none of the aforesaid documents adversely affect the Property, in any manner whatsoever.
4. We have caused further searches for the period from 2018 till January, 2021 (3 years) and have been furnished with the Search Report dated 16th January, 2021 issued by Mr. Manoj Satam, Search Clerk in respect thereof. On perusal thereof, save and except the documents recorded hereinabove, we note that there are no additional documents reflected therein.

F. Searches conducted on the website of Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI")

5. We have caused searches to be conducted on the website of Central Registry of Securitisation Asset Reconstruction and Security Interest of India, in relation to the Property and have been furnished with the CERSAI Search Report dated 9th April 2018 issued by Ms. Jinal Dawda, Practising Company Secretary ("**CERSAI Search Report**"), in respect thereof. On perusal thereof, we note that a mortgage/charge is reflected therein, which is listed in the **Third Schedule** hereunder written. We have been informed that the aforesaid charge/mortgage is not in respect of and/or affecting the Property in any manner whatsoever. We have caused further searches to be conducted on the website of Central Registry of Securitisation Asset Reconstruction and Security Interest of India, in relation to the Property and have been furnished with the CERSAI Search Report dated 31st December, 2020 issued by Ms. Jinal Dawda, Practising Company Secretary, in respect thereof. On perusal thereof, we note that there is no mortgage/charge reflected therein affecting the Property in any manner whatsoever.



G. ROC Searches

6. We have also caused searches to be conducted on the website of Ministry of Company Affairs, India, in relation to VBPL and have been furnished with the ROC Search Report dated 29th December, 2020 issued by Ms. Jinal Dawda, Practising Company Secretary (“**ROC Search Report**”), in respect thereof. On perusal thereof, we note that there save and except the aforesaid Mortgage as mentioned hereinabove, there are no charges/mortgages reflected therein that affect the rights of VBPL in respect of the Property.

H. Litigation Searches

7. We have been furnished with a Litigation Search Report dated 22nd February 2019 issued by Cubictree Technology Solutions Private Limited (“**Litigation Search Report**”) and on perusal thereof, we observe that there are no existing litigations reflected therein, in respect of the said Society, VRPL and VBPL. We have been further furnished with a Litigation Search Report dated 23rd December, 2020 issued by Cubictree Technology Solutions Private Limited and on perusal thereof, we observe that there are no existing litigations reflected therein, in respect of the said VRPL and VBPL.

I. Litigation

8. One Mr. Anant Chavan son of Laxmi Vishnu Chavan (being member of the Society) together with 3 others, had filed a complaint dated 13th May 2018 before Deputy Registrar, Co-operative Societies, MHADA, *inter alia* challenging the appointment of VBPL as the developer in respect of the Property. We have not been furnished with the papers and proceedings in respect of the aforesaid complaint. By and under an Order dated 13th December 2018 bearing no. Ja.Kra.Mumbai/UpNi/SanS/Mu.Pa.U./11183/2018 passed by the Deputy Registrar, Co-operative Societies, MHADA, the aforesaid complaint was disposed off (“**Deputy Registrar’s Order**”). We have been furnished with the Irrevocable Consent of Laxmi Vishnu Chavan addressed to MHADA, whereunder she *inter-alia* consented to the appointment of VBPL as the developer for redevelopment of the Property. By and under the said Declaration, we have been informed that to the best of the knowledge of VBPL, there are no litigations and/or any proceedings in respect of the premises.

J. General Observations

9. We have been furnished with Letter dated 24th January 2018 bearing No. EE/HBD/MB/Dmc./214/2018 issued by Executive Engineer, MHADA and the Demarcation Plan annexed therewith. On perusal of the same, we note that although the area of the Land as per the title documents is 1646.72 square meters, the area as per site admeasurement is 1689.92 square meters, which includes the tit-bit area of land admeasuring 43.20 square meters (“**Tit-bit Land**”).

