



LAW SCRIBES

Advocates & Solicitors

Reference Number: **LS/NM/KRPL /173**

Date: **1st February, 2025**

To:

The Maharashtra Real Estate Regulatory Authority (MAHARERA)
6th & 7th Floor, 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 that piece and parcel of land admeasuring 1,872.40 square meters or thereabouts (as per the plans approved by the Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA")) bearing building/plot no. 72 and 73 and Plot nos. R5 (Tit-Bit Area) and R2 (being the plot between building nos. 72 and 85) in the layout of the MHADA at Gandhinagar, Bandra (East), and bearing Survey no. 341 (part) and CTS no. 629 (part) of Village Bandra (East), Taluka Andheri, Mumbai Suburban District and lying, being and situate at Gandhinagar, Bandra (East), Mumbai 400051 (hereinafter referred to as "the said Land").

1. On the request of **Keysky Realtors Private Limited**, a company incorporated under the provisions of the Companies Act, 2013, holding CIN U70109MH2021PTC371640 and having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400069 (hereinafter referred to as "the Developer"), we have investigated the Developer's entitlement in respect of the said Land and have perused copies of the following documents i.e.:
 - a. Indenture of Lease dated 26th June, 1996 registered with the Sub-Registrar of Assurances at Bombay (Bandra) under serial no. P/BDR-1-483-1996;
 - b. Deed of Sale dated 26th June, 1996 registered with the Sub-Registrar of Assurances at Bombay (Bandra) under serial no. P/BDR-1-482-1996;
 - c. Redevelopment Agreement dated 28th March, 2024 registered with the Joint Sub-Registrar of Assurances at Andheri no. 7 under serial no. BDR18-5528-2024;
 - d. Redevelopment Agreement dated 7th November, 2022 registered with the Joint Sub-Registrar of Assurances at Andheri no. 7 under serial no. BDR18-18397-2022;
 - e. Offer Letter dated 11th September, 2023 bearing no. CO/MB/REE/NOC/F-1493/2394/2023 issued by MHADA;
 - f. Offer Letter dated 20th August, 2024 bearing no. CO/MB/REE/NOC/F-1493/1925/2024 issued by MHADA;



- g. No Objection Certificate dated 10th December, 2024 bearing reference no. CO/MB/REE/F-1493/2814/2024 issued by MHADA;
 - h. Intimation of Approval dated 9th January, 2025 bearing reference no. MH/EE/(BP)/GM/MHADA94/1984/2025/IOA/1/New issued by MHADA;
 - i. Commencement Certificate dated 31st January, 2025, bearing reference no. MH/EE/(BP)/GM/MHADA-94/1984/2025/CC/1/New issued by MHADA;
 - j. Property Register Card in respect of the said Land viz. land forming part of larger land, bearing CTS No. 629 of Village Bandra (East), Taluka Andheri, Mumbai Suburban District;
 - k. Litigation Search Reports dated 1st February, 2025 by Cubic Tree Technology Solutions Private Limited; and
 - l. Search report of the searches taken with the offices of the Sub-Registrar of Assurances at Mumbai City, Bandra and Andheri Taluka for a period of 30 (thirty) years from 1994 to 2024.
2. We have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 1st April, 2023 for inviting claims in respect of portion of the said Land.
 3. On perusal of the above mentioned documents and all other relevant documents relating to title of the said Land, we are of the opinion that the entitlement of the Developer viz. Keysky Realtors Private Limited to undertake development of the said Land, is clear and without any encumbrances.

Owner: Maharashtra Housing and Area Development Authority – CTS No. 629 (part) of Village Bandra (East), Taluka Andheri, Mumbai Suburban District.

Lessees: (1) Gandhinagar Vivekanand Co-operative Housing Society Limited – CTS No. 629 (part) of Village Bandra (East), Taluka Andheri, Mumbai Suburban District – Plot nos. 72 and 73 area admeasuring 1,029.16 square meters or thereabouts (as per the plans approved by MHADA) and admeasuring 1,029.15 square meters or thereabouts (as per the title document). (2) Sagar Darshan Co-operative Housing Society Limited CTS No. 629 (part) of Village Bandra (East), Taluka Andheri, Mumbai Suburban District – Plot no. R2 (being the plot between building nos. 72 and 85) area admeasuring 521.99 square meters or thereabouts (as per the plans approved by MHADA) and admeasuring 495 square meters or thereabouts (as per the title document).



Developer: Keysky Realtors Private Limited – land admeasuring 1,872.40 square meters or thereabouts (as per the plans approved by the MHADA bearing building/plot no. 72 and 73 and Plot nos. R5 (Tit-Bit Area) and R2 (being the plot between building nos. 72 and 85) in the layout of the MHADA at Gandhinagar, Bandra (East), and bearing Survey no. 341 (part) and CTS no. 629 (part) of Village Bandra (East), Taluka Andheri, Mumbai Suburban District.

4. The report reflecting the flow of the entitlement of the Developer to redevelop the said Land is enclosed herewith and marked as Annexure 'A'.

Yours faithfully
For *Law Scribes*

(Neil Mandevia)
Advocate & Solicitor
Encl: Annexure

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**Annexure 'A'****Flow of the entitlement of the Developer to redevelop the said Land.**

1. On instructions of our clients viz. the Developer being **Keysky Realtors Private Limited**, a company incorporated under the provisions of the Companies Act, 2013, holding CIN U70109MH2021PTC371640 and having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400069, we have investigated the Developer's entitlement to put up construction on the said Land as more particularly described in the **Schedule** hereunder written, and as requested by the Developer, we are issuing this report in respect of the Developer's entitlement in respect of the said Land.
2. The said Land comprises of 4 (four) distinct plots in the layout of the MHADA at Gandhinagar, Bandra (East), and bearing Survey no. 341 (part) and CTS no. 629 (part) of Village Bandra (East), Taluka Andheri, Mumbai Suburban District, as follows:
 - a. Plot Nos. 72 and 73 which are leased by MHADA to Gandhinagar Vivekanand Co-operative Housing Society Limited admeasuring 1,029.16 square meters or thereabouts (as per the plans approved by MHADA) and admeasuring 1,029.15 square meters or thereabouts (as per the title document) (hereinafter referred to as "**Vivekanand Plot**");
 - b. Plot No. R2 which is leased by MHADA to Sagar Darshan Co-operative Housing Society Limited and admeasuring 521.99 square meters or thereabouts (as per the plans approved by MHADA) and admeasuring 495 square meters or thereabouts (as per the title document) being the plot between building nos. 72 and 85, (hereinafter referred to as "**Sagar Darshan Plot**"); and
 - c. Plot No. R5 owned by MHADA admeasuring 321.25 square meters or thereabouts (as per the plans approved by MHADA) (hereinafter referred to as "**MHADA Plot**"), which is also referred to in the NOC dated 10th December, 2025 as the tit-bit area.
3. In the course of such investigation of the entitlement of the Developer to put up construction on the Vivekanand Plot we have caused necessary searches to be taken with the office of the Sub-Registrar of Assurances at Mumbai City, Bandra and Andheri Taluka for a period of 30 (thirty) years from 1994 to 2024 and have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 1st April, 2023 for inviting claims in respect of the Vivekanand Plot.
4. The Developer has furnished to us photocopies of certain documents with regard to the said Land as elaborated hereinafter; and in the course of investigation, we have perused the same and the following emanates therefrom:
 - a. The Maharashtra Housing and Area Development Authority (viz. MHADA) is the owner (subject to what is set out hereinafter) of the said Land.



- b. MHADA had constructed on the Vivekanand Plot, 2 buildings known as 'Building Nos. 72 and 73' each comprising of ground plus 3 (three) upper floors and containing in aggregate 16 (Sixteen) self-contained flats/tenements (hereinafter collectively referred to as "**the Old Buildings**"); and such self-contained flats/tenements were allotted by MHADA to various persons. The said Vivekanand Plot and the said Old Buildings are hereinafter collectively referred to as "**the Vivekanand Property**".
- c. The various allottees of the flats in the said Old Buildings have with the consent and concurrence of MHADA, formed themselves into a co-operative housing Society viz. Gandhinagar Vivekanand Co-operative Housing Society Limited, a co-operative society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under registration no. BOM/HSG/7962 of 1982 dated 31st December, 1982 and having its registered office at Building nos. 72 and 73, MIG Colony, Gandhinagar, Bandra (East), Mumbai 400 051 (hereinafter referred to as "**the Vivekanand Society**").
- d. By and under an Indenture of Lease 26th June, 1996 made and executed by MHADA in favour of the Vivekanand Society, MHADA has granted a lease in respect of the Vivekanand Plot to and in favour of the Vivekanand Society for the period of ninety/ninety-nine years commencing from 16th March, 1981 at and for the rent reserved thereby and for the consideration and on the terms and conditions as more particularly stated therein. The said Indenture of Lease dated 26th June, 1996 registered with the Sub-Registrar of Assurances at Bombay (Bandra) under serial no. P/BDR-1-483-1996.
- e. By and under a Deed of Sale dated 26th June, 1996 made and executed by MHADA in favour of the Vivekanand Society, MHADA have sold and transferred the said Old Buildings to and in favour of the Vivekanand Society at and for the consideration and on the terms and conditions as more particularly stated therein. The said Deed of Sale dated 26th June, 1996 is registered with the Sub Registrar of Assurances at Bombay (Bandra) under serial no. P/BDR-1-482-1996.
- f. MHADA had allotted a plot of land originally recorded as admeasuring 350 square meters or thereabouts (*between building nos. 72 and 85*), in the layout of MHADA at Gandhinagar, Bandra (East) Mumbai (being the Sagar Darshan Plot) to and in favour of one Sagar Darshan Co-operative Housing Society Limited, a co-operative society registered under Maharashtra Co-operative Societies Act, 1960, bearing registration no. MUM/W-H-East/HSG (TC)-11029/2000-01 and having its registered office at Gandhinagar, Bandra (East), Mumbai 400 051 (hereinafter referred to as "**the Sagar Darshan Society**"). The area of the Sagar Darshan Plot was subsequently rectified as per the title documents (referred to hereunder) as admeasuring 495 square meters.
- g. By and under an Indenture of Lease dated 20th February, 2006, made and executed by MHADA in favour of the Sagar Darshan Society, MHADA has granted a lease *inter alia* in respect of the Sagar Darshan Plot, to and in favour



of the Sagar Darshan Society for a period of 30 (thirty) years commencing from 20th February, 2006 at and for the rent reserved thereby and for the consideration and on the terms and conditions as more particularly stated therein. The said Indenture of Lease dated 20th February, 2006 is registered with the Sub Registrar of Assurances at Andheri no. 1 under serial no. BDR1-1442-2006. We have perused a photocopy of the said Indenture of Lease.

- h. By and under a Supplementary Lease Deed dated 6th February, 2013, made and executed by MHADA in favour of the Sagar Darshan Society, MHADA has granted a lease in respect of an additional area of land admeasuring 145 square meters or thereabouts (being tit-area adjoining the original Sagar Darshan Plot viz. in aggregate admeasuring 495 square meters or thereabouts), to and in favour of the Sagar Darsha Society, for the period as mentioned in the said Indenture of Lease and for the consideration and on the terms and conditions as more particularly stated in the Supplementary Lease Deed. The said Supplementary Lease Deed is registered with the Sub-Registrar of Assurances at Andheri no. 3 under serial no. BDR9-992-2013. We have perused a photocopy of the said Supplementary Lease Deed.
- i. Thus, as per the Indenture of Lease dated 20th February, 2006 and Supplementary Lease Deed dated 6th February, 2013 Sagar Darshan Society was entitled as the lessee of MHADA in respect of *inter alia* the Sagar Darshan Plot.
- j. The names of Vivekanand Society or Sagar Darshan Society are not presently reflected in the Property Register Card in respect of the said Land, as lessee/s of MHADA. We have perused a photocopy of the Property Register Card in respect of the said Land viz. land forming part of larger land, bearing CTS No. 629 of Village Bandra (East), Taluka Andheri, Mumbai Suburban District.
- k. By and under a Re-development Agreement dated 7th November, 2022 (hereinafter referred to as "**the Sagar Darshan Development Agreement**") made and executed between the Sagar Darshan Society, the members of the Sagar Darshan Society and the Developer, the Sagar Darshan Society has granted development rights in respect of *inter alia* the Sagar Darshan Plot to and in favour of the Developer, at and for the consideration and on terms and conditions more particularly contained therein. The Development Agreement is registered with the Sub-Registrar of Assurances at Andheri no. 7 under serial no. BDR18-18397-2022. We have perused a photocopy of the Sagar Darshan Development Agreement. The said Sagar Darshan Development Agreement pertains to two distinct plots in the layout of the MHADA at Gandhinagar, Bandra (East), Mumbai, out of which no development of the rehabilitation component for the members of Sagar Darshan Society is contemplated on the Sagar Darshan Plot as referred to herein.
- l. In addition to the Sagar Darshan Development Agreement, the Sagar Darshan Society has also executed a Power of Attorney dated 7th November, 2022 in favour of the Developer (acting through its directors and representatives) and



has conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect inter alia to the Sagar Darshan Plot (hereinafter referred to as "**the Sagar Darshan Power of Attorney**"). The said Power of Attorney is registered with the Sub-Registrar of Assurances at Andheri no. 7 under no. BDR18-18399-2022.

- m. In the circumstances, by virtue of the Sagar Darshan Development Agreement and the Sagar Darshan Power of Attorney, the Developer has become entitled to undertake redevelopment inter alia of the Sagar Darshan Plot on the terms and conditions mentioned in the Sagar Darshan Development Agreement.
- n. As per the terms of the Sagar Darshan Development Agreement, none of the members of the Sagar Darshan Society are to be rehabilitated on the Sagar Darshan Plot; and the Sagar Darshan Society has agreed to assign the entitlements of the Sagar Darshan Society in respect of the Sagar Darshan Plot to the Developer or a nominee of the Developer.
- o. You have informed us that, the Vivekanand Society has 17 (Seventeen) members, who are the holders of flats/premises/tenements in the said Old Buildings (hereinafter referred to as "**the Vivekanand Existing Members**").
- p. It appears from the Redevelopment Agreement dated 28th March, 2024 (*referred to hereinafter*) that the Vivekanand Society had previously resolved to appoint Keystone Realtors Limited (hereinafter referred to as "**Keystone**") (being the parent company of the Developer) as the developer to undertake the redevelopment of the Vivekanand Property by demolishing the Old Buildings and putting up construction of a new multistoried building on the said Land (hereinafter referred to as "**the Proposed Building**").
- q. It is recorded in the recitals of the Redevelopment Agreement dated 28th March, 2024 (*referred to hereinafter*) that Keystone vide its letter dated 15th October, 2022 intimated the Vivekanand Society that in line with the terms of the letter dated 12th October, 2022 (being letter confirming appointment of Keystone), the redevelopment of the Vivekanand Property would be undertaken by the Developer, which is a wholly owned subsidiary of Keystone and Keystone has submitted to the Vivekanand Society a Declaration Cum Undertaking dated 2nd February, 2023 in this regard.
- r. Pursuant thereto, by and under a Redevelopment Agreement dated 28th March, 2024 (hereinafter referred to as "**the Vivekanand Development Agreement**") made and executed between the Vivekanand Society, the Vivekanand Existing Members and the Developer, the Vivekanand Society has granted development rights in respect of the Vivekanand Property to and in favour of the Developer, at and for the consideration and on terms and conditions more particularly contained therein. The Development Agreement is registered with the Joint Sub-Registrar of Assurances at Andheri no. 7 under serial no. BDR18-5528-2024. We have perused a photocopy of the Development Agreement.



- s. In addition to the Development Agreement, the Vivekanand Society has also executed a Power of Attorney dated 28th March, 2024 in favour of the Developer and has conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the redevelopment of the Vivekanand Plot (hereinafter referred to as "**the Vivekanand Power of Attorney**"). The Vivekanand Power of Attorney is registered with the Joint Sub-Registrar of Assurances at Andheri no. 7 under serial no. BDR18-5530-2024. We have perused a photocopy of the Power of Attorney.
- t. As per the terms of the Vivekanand Development Agreement, the Developer has agreed to provide certain constructed areas to the Vivekanand Existing Members as and by way of their respective permanent alternate accommodation in lieu of their respective premises in the Old Buildings; and the Developer has been authorized by the Society to sell or otherwise create third party rights in respect of the additional units/premises in the new building/s to third parties.
- u. In the circumstances, by virtue of the Vivekanand Development Agreement and the Vivekanand Power of Attorney, the Developer has become entitled to undertake redevelopment of the Vivekanand Property on the terms and conditions mentioned in the Development Agreement.
5. The Developer has informed us that the Developer proposed to undertake the redevelopment of the Vivekanand Property as an amalgamated scheme along with the Sagar Darshan Plot as well as the MHADA Plot and that MHADA has approved such a development on the amalgamated scheme on the entire said Land, as is reflected from the various approvals granted by MHADA, as referred to hereunder.
6. As regards development and construction on the said Land as proposed by the Developer, from the documents and information furnished to us it appears that:
- a. MHADA has initially issued an Offer Letter dated 11th September, 2023 bearing no. CO/MB/REE/NOC/F-1493/2394/2023 and has thereafter issued an Offer Letter dated 20th August, 2024 bearing no. CO/MB/REE/NOC/F-1493/1925/2024, and has subject to the terms and conditions thereof and subject to payment of the amounts therein mentioned, permitted to undertake the redevelopment of the Vivekanand Plot and the MHADA Plot;
- b. Thereafter, MHADA has issued its No Objection Certificate (NOC) for the proposed redevelopment dated 10th December, 2024 and has thereby conveyed its no objection for development on the said Land admeasuring 1,872.40 square meters;



- c. The Developer had thereafter made an application to MHADA for sanction of plans for carrying out construction on the said Land and based on such application, the MHADA has issued an Intimation of Approval dated 9th January, 2025 bearing reference no. MH/EE/(BP)/GM/MHADA94/1984/2025/IOA/1/New, in respect of the said Land admeasuring 1,872.40 square meters; and
- d. Thereafter, the MHADA has also issued the commencement certificate dated 31st January, 2025 bearing no. MH/EE/(BP)/GM/MHADA-94/1984/2025/CC/1/New thereby permitting the Developer to commence construction on the said Land to the extent set out therein as per the plans approved on 9th January, 2025 along with the Intimation of Approval.
- e. As per the approvals issued from time to time by MHADA, it is evident that the project is to be constructed on the said Land admeasuring 1,872.40 square meters, which includes: (a) the Vivekanand Plot reflected as admeasuring 1,029.16 square meters, (b) the Sagar Darshan Plot reflected as admeasuring 521.99 square meters, and (c) the MHADA Plot reflected as admeasuring 321.25 square meters.
7. It is clarified that the Vivekanand Society presently holds leasehold title to the Vivekanand Plot, the Sagar Darshan Society holds leasehold title to the Sagar Darshan Plot and the MHADA Plot is owned by MHADA and no lease is executed in respect of the MHADA Plot till date. However, MHADA has in the NOC dated 10th December, 2024, recorded that a Supplementary Lease Deed will have to be executed for the area admeasuring 843.24 square meters (being the aggregate area of the Sagar Darshan Plot and the MHADA Plot) in favour of Vivekanand Society before making an application for occupancy certificate. The Developer has informed us that such a Supplementary Lease Deed is yet to be executed.
8. In the course of the searches caused to be taken by us with the offices of Sub-Registrars of Assurances, at Mumbai City, Bandra and Andheri Taluka from 1994 to 2024 as aforesaid, we have not come across any entries of registration of any documents, whereby the Vivekanand Society's title to the Vivekanand Plot and/or the Developer's entitlement to put up construction on the Vivekanand Plot in accordance with the terms of the Development Agreement, may be adversely affected, save and except as expressly set out herein.
9. In pursuance of the above referred public notices issued by us, we have not received any claims/objections.
10. As per the Litigation Search Report dated 1st February, 2025 issued by Cubic Tree Technology Solutions Private Limited in respect of the Vivekanand Society viz. Gandhinagar Vivekanand Co-operative Housing Society Limited, we have observed that the Vivekanand Society is not a party to any pending litigation. As per the Litigation Search Report dated 1st February, 2025 issued by Cubic Tree Technology Solutions Private Limited in respect of the Developer, we have observed that the Developer is not a party to any pending litigation. The Developer has also informed us



that there is no pending litigation or pending legal proceeding pertaining to the said Land and/or the construction of the new building thereon.

11. The Developer has informed us, that the Developer shall be making an application to the Maharashtra Real Estate Regulatory Authority for registering the project of construction on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA").
12. In the circumstances, in our opinion, subject to what is stated hereinabove and subject to compliance of the terms and conditions as laid down by MHADA and other concerned authorities in the above referred approvals granted by MHADA and other concerned authorities, we are of the opinion that the Developer viz. Keysky Realtors Private Limited is entitled to undertake development of the said Land by constructing new multi-storeyed building/s on the said Land in accordance with the terms and conditions of the Sagar Darshan Development Agreement and the Vivekanand Development Agreement and in accordance with the approvals already granted and to be further granted by the MHADA and the other concerned authorities and as may hereafter be granted by MHADA for carrying out construction on the said Land and the Developer will be entitled to create third party rights in respect of the units/premises available to the Developer for sale, as per the terms and conditions set out in the Vivekanand Development Agreement.

SCHEDULE

(Description of the said Land)

All that piece and parcel of land admeasuring 1,872.40 square meters or thereabouts (as per the plans approved by MHADA) bearing building/plot no. 72 and 73 and Plot nos. R5 (Tit-Bit Area) and R2 ((being the plot between building nos. 72 and 85) in the layout of the MHADA at Gandhinagar, Bandra (East), and bearing Survey no. 341 (part) and CTS no. 629 (part) of Village Bandra (East), Taluka Andheri, Mumbai Suburban District and lying, being and situate at Gandhinagar, Bandra (East), Mumbai 400051.

Dated this 1st day of February, 2025

For *Law Scribes*

(Neil Mandevia)
Advocate & Solicitor

