

Kajal Dedhia
Advocate, High Court

FORMAT-A

(Circular No. 28/2021)

To,

Maharashtra Real Estate Regulatory Authority

6th & 7th floor, Housefin Bhavan,
Plot No. C-2, E-Block,
Bandra Kurla Complex,
Bandra (East), Mumbai-400 051

TITLE CERTIFICATE

REF: All that piece and parcel of land bearing Final Plot No. 86 of TPS Ghatkopar III admeasuring 650.50 sq. mtrs. of Village Ghatkopar Kirol, within the registration Sub-District of Kurla, Mumbai Suburban District along with the building standing thereon viz. Savita Co-operative Housing Society Ltd. situated at Plot No. 86, Shrimad Rajchandra Lane, Off Tilak Road, Ghatkopar (East), Mumbai – 400 077 (“The said Property”)

I, have investigated the title of the said Property i.e. Savita Co-operative Housing Society Limited (being the Owner/Society) on the request of **YASHODANAND DEVELOPERS (being the Promoter of the said property)**, a firm registered under the provisions of Partnership Act 1932 having its registered office Address at 102, Rite Perinto, Gumpha Darshan CHSL A & B, Ashra Colony, Borivali East, Mumbai 400 066 (hereinafter referred as “**my Client**”).

**Address: A/402, Sant Sudhama CHSL, Shivaji Nagar Road, Vakola Bridge, Santacruz (East), Mumbai- 400 055,
Mob No.: 9820799717, Email: advkajalassociates@gmail.com**

Kajal Dedhia
Advocate, High Court

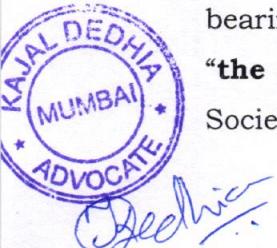
1. Description of the Property:

Plot bearing No. 86 of TPS Ghatkopar III admeasuring 650.50 sq. mtrs. of Village Ghatkopar Kirol within the registration Sub-District of Kurla, Mumbai Suburban District situated at Plot No. 86, Shrimad Rajchandra Lane, Off Tilak Road, Ghatkopar (East), Mumbai – 400 077 together with the existing buildings known as "**SAVITA CO-OPERATIVE HOUSING SOCIETY LIMITED**" ("**The said Property**").

A building known as "Savita" (consisting of Ground plus three upper floors and consists of 12 members and 2 Garages). '**Savita Co-operative Housing Society Ltd.**' Registered under the Maharashtra Co-operative Societies Act, 1960 and Rules framed thereunder bearing No. BOM/HSG/479 on 14th September, 1963.

2. Document of Title:

- a) I perused all the documents provided to me, Legal title flow is as under vide Indenture/Conveyance dated 30th January, 1964 executed by Mohanlal Shamdas Narang as Vendor in favour of the said Society being Savita Co-operative Housing Society Limited as Purchaser, registered with the Sub-Registrar of Assurances, Bombay under Sr. No. 338/64, Mohanlal Shamdas Narang being the Vendor therein sold and transferred unto the Purchaser therein (viz. the said Society herein) the said Property at or for the consideration and on the terms and conditions mentioned therein. The said land and the said old Building are hereinafter collectively referred to as "**the said Property**".
- b) By and under a Development Agreement dated 30th November, 2024 duly registered bearing No. KRL-5-31854 of 2024 dated 30th November, 2024 (hereinafter referred to as "**the said Development Agreement**") executed between Savita Co-operative Housing Society Limited being referred to as Society therein **Yashodanand Developers** being



Address: A/402, Sant Sudhama CHSL, Shivaji Nagar Road, Vakola Bridge, Santacruz (East), Mumbai- 400 055,
Mob No.: 9820799717, Email: advkajalassociates@gmail.com

Kajal Dedhia
Advocate, High Court

referred to as Developer therein and Developers herein and Members of the Society being referred to as Members of the society in respect of the said Property upon terms and conditions mentioned therein.

c) I perused, the Society therein also executed and delivered a Power of Attorney dated 30th November, 2024 (hereinafter referred to as "**the said Power of Attorney**") duly registered bearing No. KRL-5-31855 of 2024 dated 30th November, 2024, unto the partners of Developers to do various acts, deeds matters and things in respect of the development of the said Property.

3. Owner of the Land:

I perused that "**SAVITA CO-OPERATIVE HOUSING SOCIETY LIMITED**" being society is **owner of the said land** i.e. The said Plot bearing No. 86 of TPS Ghatkopar III admeasuring 650.50 sq. mtrs. of Village Ghatkopar Kirol, within the registration Sub-District of Kurla, Mumbai Suburban District with old structure standing thereon situated at Plot No. 86, Shrimad Rajchandra Lane, Off Tilak Road, Ghatkopar (East), Mumbai – 400 077

4. Property Registration Card issued by City Survey Office:

The Property Card for the property is muted in the name of Savita Co-operative Housing Society Limited as owner of the said property.

5. Search Report:

Mr. Rakesh Pawar has searched for the 40 years and in the entire notes of search there are no entries found affecting the title.



(Signature)
Address: A/402, Sant Sudhama CHSL, Shivaji Nagar Road, Vakola Bridge, Santacruz (East), Mumbai- 400 055,
Mob No.: 9820799717, Email: advkajalassociates@gmail.com

Kajal Dedhia
Advocate, High Court

6. MCGM Approval:

I perused that on the plans and proposals being submitted file By Yashodanand Developers and MCGM sanctioned the plans and issued 0 FSI I.O.D. under reference No. P-25388/2025(5934)/N Ward/Ghatkopar/337/1/New dated 19th June, 2025 and Plinth CC dated 25th July 2025, for the purpose of construction of the proposed building.

7. Litigation:

I observed that there are no litigation pending before any court of law with respect to the property.

The Report reflecting the flow of the title of the said property i.e. Savita (The said property) and Developer **Yashodanand Developers** on the said land is enclosed herewith as annexure.

Encl: Annexure

Date: 4th August, 2025

Place: Mumbai



Kajal Dedhia
Advocate, High Court

Kajal Dedhia
Advocate, High Court

FORMAT-A

(Circular No. 28/2021)

FLOW OF THE TITLE OF THE LAND

1. I perused all the documents provided to me, Legal title flow is as under originally vide Indenture/Conveyance dated 30th January, 1964 executed by Mohanlal Shamdas Narang as Vendor in favour of the said Society being Savita Co-operative Housing Society Limited as Purchaser, registered with the Sub-Registrar of Assurances, Bombay under Sr. No. 338/64, Mohanlal Shamdas Narang being the Vendor therein sold and transferred unto the Purchaser therein (viz. the said Society herein) the said Property at or for the consideration and on the terms and conditions mentioned therein. The said Plot bearing No. 86 of TPS Ghatkopar III admeasuring 650.50 sq. mtrs. of Village Ghatkopar Kirol, within the registration Sub-District of Kurla, Mumbai Suburban District situated at Plot No. 86, Shrimad Rajchandra Lane, Off Tilak Road, Ghatkopar (East), Mumbai – 400 077 together with the existing buildings known as "**SAVITA CO-OPERATIVE HOUSING SOCIETY LIMITED**" (hereinafter collectively referred to as "**the said Property**").

2. I perused that the Savita Co-operative Housing Society Limited registered under The Maharashtra Co-operative Societies Act, 1960 with the Registrar of Co-operative Societies under Registration No. BOM/HSG/479 on 14th September, 1963 (hereinafter referred to as the said Society). The society consists of Ground plus three upper floors and consists of 12 members and 2 Garages.

3. The society had executed Development Agreement dated 20th April, 2015 with Sunshine Housing and Infrastructure Pvt. Ltd., registered with the Sub-Registrar of Assurances, Kurla – 1 under No. KRL-1/5101/2015 on 20th April, 2015 the said Society granted all the development rights in respect of the said property unto Sunshine Housing and Infrastructure Pvt. Ltd., at or for the consideration and on the terms and conditions



(Signature of Kajal Dedhia)

Address: A/402, Sant Sudhama CHSL, Shivaji Nagar Road, Vakola Bridge, Santacruz (East), Mumbai- 400 055,
Mob No.: 9820799717, Email: advkajalassociates@gmail.com

Kajal Dedhia
Advocate, High Court

therein contained. I perused the Society had executed Power of Attorney in favour of Directors of Sunshine Housing and Infrastructure Pvt. Ltd., registered with the Sub-Registrar of Assurances, Kurla-01 Under No. KRL-1/5102/2015 on 20th April, 2015, the said Society granted various powers interalia including powers to develop the said property.

4. Sunshine Housing and Infrastructure Pvt. Ltd. had failed to comply with their obligation under as mentioned in the agreement including making payments to the members as per terms and conditions mentioned in Agreement, hence, the said Society had terminated the Development Agreement dated 25th April 2015 vide termination letter dated 30th March 2019.
5. I perused letter dated 2nd April, 2019 by Sunshine Housing and Infrastructure Pvt. Ltd. addressed to society wherein they had accepted the termination along with Board resolution dated 10th December 2018 and state that "we hereby accept the termination and cancellation of the agreement for development dated 20th April, 2015 and revocation of the Power of Attorney dated 20th April 2015 executed by the society in our favour absolutely and unconditionally." It was further recorded that "henceforth, neither you shall have any claim against us nor we shall have any claims against you. You are free to appoint a new developer of your choice."
6. I perused the offer dated 11th October, 2023 by **Yashodanand Developer** further in society called up the meeting of the Special General Body has accepted the final offer of Yashodanand Developer and society had issued appointment of Developer vide appointment letter dated 15th October, 2023.
7. I perused the photos of old structure and old Building was in a dilapidated condition and BMC has issued C-1 Notice under section 354 of MMC Act. All the members of the society have vacated the building, and old structure got demolished by the society.



Address: A/402, Sant Sudhama CHSL, Shivaji Nagar Road, Vakola Bridge, Santacruz (East), Mumbai- 400 055,
Mob No.: 9820799717, Email: advkajalassociates@gmail.com

Kajal Dedhia
Advocate, High Court

8. By and under a Development Agreement dated 30th November, 2024 duly registered bearing No. KRL-5-31854 of 2024 dated 30th November, 2024 (hereinafter referred to as "**the said Development Agreement**") executed between Savita Co-operative Housing Society Limited being referred to as Society therein **Yashodanand Developers** being referred to as Developer therein and Developers herein and Members of the Society being referred to as Members of the society in respect of the said Property upon terms and conditions mentioned therein.
9. I perused, the Society therein also executed and delivered a Power of Attorney dated 30th November, 2024 (hereinafter referred to as "**the said Power of Attorney**") duly registered bearing No. KRL-5-31855 of 2024 dated 30th November, 2024, unto the partners of Developers to do various acts, deeds matters and things in respect of the development of the said Property.
10. I issued Public Notice in 2 local newspapers viz. Free Press Journal and Nav Shakti dated 07th March 2025, calling upon objections from any person on the said society property, but I did not receive any objection or claim from any party on the said public notice.
11. I perused the Property Card which is muted in the name of Savita Co-operative Housing Society Limited as owner of the said property.
12. I perused that on the plans and proposals being submitted file by Yashodanand Developers and MCGM sanctioned the plans and issued 0 FSI I.O.D. under reference No. P-25388/2025(5934)/N Ward/Ghatkopar/337/1/New dated 19th June, 2025 and Plinth CC dated 25th July 2025, for the purpose of construction of the proposed building.
13. I observed that there are no litigation pending before any court of law with respect to the property.



Address: A/402, Sant Sudhama CHSL, Shivaji Nagar Road, Vakola Bridge, Santacruz (East), Mumbai- 400 055,
Mob No.: 9820799717, Email: advkajalassociates@gmail.com

Kajal Dedhia
Advocate, High Court

14. The said property is free, clear, marketable, and free from any encumbrances.

In the aforesaid premises my client is the Promoter Yashodanand Developers of the said property and well sufficiently entitled for the redevelopment of the said property.

On the perusal of the above-mentioned document and all other relevant documents relating to Title of the said property i.e. Savita Co-operative Housing Society Limited (Owner of the Property) I am of the opinion that my client **Yashodanand Developers (being the Promoter of the said property)** has clear, marketable and without any encumbrances.

Date: 4th August, 2025

Place: Mumbai



A handwritten signature in blue ink that appears to read "Kajal Dedhia".

Kajal Dedhia
Advocate, High Court