

FORMAT – A  
(Circular No. 28/2021 dated 08/03/2021)

To,  
Housefin Bhavan,  
Plot No: C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (East), Mumbai – 400051

Date: 28.10.2025

**LEGAL TITLE REPORT**

**SUB:** Title Clearance Certificate with respect to all that piece and parcel of leasehold land bearing Plot No. 7 admeasuring 836 square meters and Plot No. 8 admeasuring 836 square meters aggregating to 1672 square meters and bearing C.T.S No. 791 (pt) of Village Bandra A ("**Plots**") together with buildings known as "Kaustubha" and "Indraneel" alongwith certain ancillary structures such as pump room etc. (since demolished) ("**Buildings**") situated at Krishnachandra Road, Bandra Reclamation, Bandra West, Mumbai 400050, in the Registration District and Sub – District of Mumbai City and Mumbai Suburban. The said Plots and said Buildings are hereinafter collectively referred to as the "**Property**".

I have investigated the title of the said Property on the request of **M & K Elements Realty LLP ("**Developer**")** and following documents, i.e.: -

1a) **DESCRIPTION OF THE SAID PROPERTY:**

All that piece and parcel of leasehold land bearing Plot No. 7 admeasuring 836 square meters and Plot No. 8 admeasuring 836 square meters aggregating to 1672 square meters and bearing C.T.S No. 791 (pt) of Village Bandra A ("**Plots**") together with buildings known as "Kaustubha" and "Indraneel" alongwith certain ancillary structures such as pump room etc. (since demolished) ("**Buildings**") situated at Krishnachandra Road, Bandra Reclamation, Bandra West, Mumbai 400050, in the Registration District and Sub – District of Mumbai City and Mumbai Suburban, in the Registration District and Sub – District of Mumbai City and Mumbai Suburban. The said Plots and said Buildings are hereinafter collectively referred to as "**Property**".



2) **DOCUMENTS OF ALLOTMENT OF THE PROPERTY:**

• **PLOT NO. 7:**

- (i) Vide Letter dated 09.06.1971, the Maharashtra Housing Board ("**Board**") decided to lease the Plot No. 7 ("**Plot No. 7**") for a term of 99 (Ninety – Nine) years from 23.03.1973 to Pradeep Co-operative Housing Society Limited, a Co-operative Society formed and registered in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG-2911 Year 1971 having its registered address at Indraneel Building, Plot No. 7, K.C. Marg, Bandra Reclamation, Bandra (West), Mumbai – 400050 ("**Pradeep Society**"), on the terms and conditions agreed and mentioned therein.
- (ii) As such the Pradeep Society became entitled to the leasehold rights of the Plot No. 7, however the name of the Pradeep Society does not reflect on the Property Register Card, till date.
- (iii) By virtue of holding leasehold rights of the Plot No. 7, the Pradeep Society constructed a Building known as "Indraneel" on the Plot No. 7 comprising of Ground plus 5 (five) upper floors consisting of 32 (Thirty - Two) residential flats by using the permissible FSI ("**Indraneel Building**") and accordingly the said 32 (Thirty - Two) Flats were allotted to the Members of the Pradeep Society. Unless referred individually, Plot No. 7 and Indraneel Building shall collectively refer to as "**Pradeep Property**".
- (iv) Vide Development Agreement dated 29.07.2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/13427/2024 ("**Development Agreement – 1**") the Pradeep Society (therein referred to as the Society) alongwith its Members (therein referred to as the Executing Members) granted development rights with respect to the Pradeep Property to



M & K Elements Realty LLP (therein referred to as the Developer), for consideration and on the terms and conditions agreed and mentioned therein.

(v) Simultaneously with the Development Agreement – 1, vide Power of Attorney dated 29.07.2024 Registered before Sub – Registrar of Assurance, Andheri – 4 under Serial No. BDR-15/13429/2024 the Pradeep Society (therein referred to as the said Society) granted power and authority to do all acts, deeds and things with respect to the Pradeep Property in favor of (i) Mr. Mulraj P. Mody and (ii) Mr. Sumit V. Mody partners of the Developer (therein referred to as the Attorney), on the terms and conditions agreed and mentioned therein.

(vi) Vide Lease Deed dated 29.11.2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR-15/582/2025, the Maharashtra Housing and Area Development Authority (therein referred to as the Lessor) granted and assigned leasehold rights with respect to Plot No. 7 for a term of 99 years in favor of the Pradeep Society (therein referred to as the Lessee), for consideration and on the terms and conditions agreed and mentioned therein.

• **PLOT NO. 8:**

(vii) Vide Letter dated 09.06.1971, the Maharashtra Housing Board ("**said Board**") decided to lease the Plot No. 8 ("**Plot No. 8**") for a term of 99 (Ninety – Nine) years from 23.03.1973 to Maharashtra Fisheries Co-operative Housing Society Limited, a Co-operative Society formed and registered in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG-2877 Year 1971 having its registered address at Kaustubha Building, Plot No. 8, K.C. Marg, Bandra Reclamation, Bandra (West), Mumbai – 400050 ("**Maharashtra Fisheries Society**"), on the terms and conditions agreed and mentioned therein.



- (viii) As such the Maharashtra Fisheries Society became entitled to the leasehold rights of the Plot No. 8, however the name of the Maharashtra Fisheries Society does not reflect on the Property Register Card, till date.
- (ix) By virtue of holding leasehold rights of the Plot No. 8, the Maharashtra Fisheries Society constructed a Building known as “Kaustubha” on the Plot No. 8 comprising of Ground plus 7 (Seven) upper floors consisting of 24 (Twenty - Four) residential flats by using the permissible FSI (“**Kaustubha Building**”) and accordingly the said 24 (Twenty – Four) Flats were allotted to the Members of the Maharashtra Fisheries Society. Unless referred individually, Plot No. 8 and Kaustubha Building shall collectively refer to as “**Maharashtra Fisheries Property**”.
- (x) Vide Development Agreement dated 18.06.2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/10757/2024 (“**Development Agreement – 2**”) the Maharashtra Fisheries Society (therein referred to as the Society) alongwith its Members (therein referred to as the Executing Members) granted development rights with respect to the Maharashtra Fisheries Property to M & K Elements Realty LLP (therein referred to as the Developer), for consideration and on the terms and conditions agreed and mentioned therein.
- (xi) Simultaneously with the Development Agreement – 2, vide Power of Attorney dated 18.06.2024 Registered before the Sub – Registrar of Assurance, Andheri – 4 under Serial No. BDR-15/10759/2024 the Maharashtra Fisheries Society (therein referred to as the said Society) granted power and authority to do all acts, deeds and things with respect to the Maharashtra Fisheries Property in favor of (i) Mr. Mulraj P. Mody and (ii) Mr. Rajesh Shreegopal Kabra partners of the Developer (therein referred to as the Attorney), on the terms and conditions agreed and mentioned therein.



- (xii) Vide Lease Deed dated 09.08.2024 registered before the Sub – Registrar of Assurances, Andheri – 3 under Serial No. BDR-9/13782/2024, the Maharashtra Housing and Area Development Authority (therein referred to as the Lessor) granted and assigned leasehold rights with respect to Plot No. 8 for a term of 99 (ninety – nine) years in favor of the Maharashtra Fisheries Society (therein referred to as the Lessee), for consideration and on the terms and conditions agreed and mentioned therein.
- (xiii) Pursuant to the Development Agreement – 2, vide Supplemental Development Agreement dated 31.01.2025 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/1699/2025 (**“Supplemental Development Agreement”**), one of the member of Maharashtra Fisheries Society (i) Varsha Ashok Yardi and (ii) Mr. Chetan Ashok Yardi (therein referred to as the Member) alongwith Maharashtra Fisheries Society (therein referred to as Society) and the Developer confirmed the terms agreed under the Development Agreement – 2.

Unless referred individually,

- (I) “Plot No. 7” and “Plot No. 8” shall collectively refer to as **“Plots”**;
- (II) “Indraneel Building” and “Kaustubha Building” shall collectively refer to as **“Buildings”**;
- (III) “Pradeep Property” and “Maharashtra Fisheries Property” shall collectively refer to as **“Property”**;
- (IV) “Pradeep Society” and “Maharashtra Fisheries Society” shall collectively refer to as **“Societies”**;
- (V) and “Development Agreement – 1”, “Development Agreement – 2” and “Supplemental Development Agreement” shall collectively refer to as **“Development Agreements”**.



- **AMALGAMATED SOCIETY**

- (xiv) Subsequently it was mutually agreed between the Maharashtra Fisheries CHSL and Pradeep CHSL and the Developer herein that the redevelopment of Maharashtra Fisheries CHSL and Pradeep CHSL should be carried out by the Developer jointly as an amalgamated project.
- (xv) Accordingly, vide Order dated 7<sup>th</sup> February 2025 the Deputy Registrar of Co-operative Societies, Mumbai granted the amalgamation of the Maharashtra Fisheries CHSL and Pradeep CHSL into a new society being Bandra Sea Link Co-operative Housing Society Limited (**Bandra Sea Link CHSL**) registered under the provisions of the Maharashtra Co-operative Societies Act 1960 under Registration No. MUM/MHADA/HSG/(TC)/13675/Year 2024-25 dated 19<sup>th</sup> March 2025 and accordingly the members of both the societies i.e. Pradeep Society and Maharashtra Fisheries Society were admitted as the members of the Amalgamated Society.
- (xvi) Pursuant to the Development Agreements and registration of the Amalgamated Society, the Developer obtained NOC for redevelopment from the Board i.e., MHADA vide NOC Letter dated 27.05.2025 with respect to redevelopment of the Property. Accordingly, the Developer obtained Intimation of Approval under File No. MH/EE/(BP)/GM/MHADA-89/2191/2025/IOA/1/New on 31.07.2025 from MHADA for redevelopment of the Property.
- (xvii) That vide Deed of Confirmation dated 09.08.2025 registered before the Sub – Registrar of Assurances, Mumbai – 10 under Serial No. MBE-10/14366/2025 (**“Deed of Confirmation”**), the Amalgamated Society (therein referred to as Society) and the Developer (therein referred to as the Developer) confirmed the terms of the Development Agreement on the terms and conditions as agreed and mentioned therein.



- (xviii) Simultaneously with the Deed of Confirmation, vide Power of Attorney dated 09.08.2025 registered before the Sub – Registrar of Assurances, Mumbai – 10 under Serial No. MBE -10/14367/2025, the Amalgamated Society (therein referred to as the said Society) granted power and authority to do all acts, deeds and things with respect to redevelopment of the Property in favor of (i) Mr. Mulraj P. Mody and (ii) Mr. Sumit V. Mody partners of the Developer (therein referred to as the Attorney), on the terms and conditions agreed and mentioned therein.
- (xix) Pursuant thereto, the members of Amalgamated Society executed and registered Permanent Alternate Accommodation Agreement for their respective new flats and accordingly vide Letter dated 10.08.2025, the Amalgamated Society handed over vacant and peaceful possession of the Property to the Developer.
- (xx) Prior to handing over vacant and peaceful possession of the Property, the Board i.e., MHADA vide its Letter dated 01.08.2025 had confirmed to execute to Lease Deed in favor of the Amalgamated Society and had shared the draft of the Lease Deed for approval of the Society. As such vide Letter dated 20.08.2025, the Amalgamated Society approved the draft of the Lease and also submitted the executed copy of the Lease Deed alongwith the payment receipt of the Lease Rent to the Board. The Lease Deed is duly executed by the Society and the same is duly adjudicated and stamped.
- (xxi) The report reflecting the flow of title of the said Property is enclosed herewith as "Annexure – A".

3) **PROPERTY REGISTER CARD ISSUED BY THE CITY SURVEY OFFICE:**

The Property Register Card with respect to the said Plot stands in the name of Maharashtra Housing and Area Development Board, Maharashtra Housing



Commissioner as Dharak (Holder) since the year 1973 however the name of Bandra Sea Link Co-operative Housing Society Limited does not reflect on the Property Register Card, till date.

4) **SEARCH REPORT FOR 60 (SIXTY) YEARS:**

Caused searches from the years 1971 to 2024 i.e. for a period of 54 (Fifty - Four) years for Plot Nos. 7 & 8 and bearing City Survey No. 791 (pt) of Village Bandra - A at the offices of the Sub-Registrar of Assurances at Mumbai (Old Custom House), Bandra and Andheri 1 to 7. However, searches at the offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated.

2/- On perusal of the above-mentioned documents and all other relevant documents relating to title of the Property, I am of the opinion that M & K Elements Realty LLP have the right to develop the Property and the title of Bandra Sea Link Co-operative Housing Society Limited, in respect of the Property is clear, marketable and without any encumbrances.

**OWNERS, LESSEE AND DEVELOPER OF THE SAID PROPERTY:**

Owners : Maharashtra Housing (now known as Maharashtra Housing and Area Development Authority (MHADA), its name reflects on the Property Register Card as Dharak (Holder) since the year 1973.

Lessee: Bandra Sea Link Co-operative Housing Society Limited

Developer : M & K Elements Realty were granted redevelopment rights by the Pradeep Society vide Development Agreement dated 29.07.2024 and by Maharashtra Fisheries Society vide Development Agreement dated 18.06.2024 read with Supplemental Development Agreement dated 31.01.2025 and

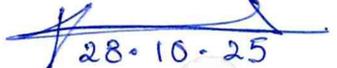


the same is confirmed by the Amalgamated Society – Bandra Sea Link Co-operative Housing Society Ltd., vide Deed of Confirmation dated 19.08.2025.

3/- The report reflecting the flow of the title of the Developer to develop the said Property is enclosed herewith as "Annexure – A".

ENCL : Flow of Title (Annexure – A)  
Date : 28.10.2025

For KJ Legal,

  
28.10.25

(Kunal S. Jain)  
Advocate, High Court



**FORMAT – A**  
**(Circular No. 28/2021 dated 08/03/2021)**

**FLOW OF THE TITLE OF THE SAID PLOT**

1. The Property Register Card with respect to the Plot stands in the name of Maharashtra Housing and Area Development Board, Maharashtra Housing Commissioner as Dharak (Holder) since the year 1973 and however the name of Amalgamated Society – Bandra Sea Link Co-operative Housing Society Limited does not reflect on the Property Register Card till date.
2. The name of the Amalgamated Society – Bandra Sea Link Co-operative Housing Society Limited does not reflect on the Property Register Card till date.
3. Caused searches from the years 1971 to 2024 i.e. for a period of 54 (Fifty - Four) years for Plot No. 9 and bearing City Survey No. 791 (pt) of Village Bandra - A at the offices of the Sub-Registrar of Assurances at Mumbai (Old Custom House), Bandra and Andheri 1 to 7. However, searches at the offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated.
4. **TITLE**
  - **PLOT NO. 7:**
    - 4.1. Vide Letter dated 09.06.1971, the Maharashtra Housing Board ("**Board**") decided to lease the Plot No. 7 ("**Plot No. 7**") for a term of 99 (Ninety – Nine) years from 23.03.1973 to Pradeep Co-operative Housing Society Limited, a Co-operative Society formed and registered in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG-2911 Year 1971 having its registered address at Indraneel Building, Plot No. 7, K.C. Marg, Bandra Reclamation, Bandra (West), Mumbai – 400050



(***Pradeep Society***), on the terms and conditions agreed and mentioned therein.

- 4.2. As such the Pradeep Society became entitled to the leasehold rights of the Plot No. 7, however the name of the Pradeep Society does not reflect on the Property Register Card, till date.
- 4.3. By virtue of holding leasehold rights of the Plot No. 7, the Pradeep Society constructed a Building known as “Indraneel” on the Plot No. 7 comprising of Ground plus 5 (five) upper floors consisting of 32 (Thirty - Two) residential flats by using the permissible FSI (***Indraneel Building***) and accordingly the said 32 (Thirty - Two) Flats were allotted to the Members of the Pradeep Society. Unless referred individually, Plot No. 7 and Indraneel Building shall collectively refer to as ***Pradeep Property***.”
- 4.4. Vide Development Agreement dated 29.07.2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/13427/2024 (***Development Agreement – 1***) the Pradeep Society (therein referred to as the Society) alongwith its Members (therein referred to as the Executing Members) granted development rights with respect to the Pradeep Property to M & K Elements Realty LLP (therein referred to as the Developer), for consideration and on the terms and conditions agreed and mentioned therein.
- 4.5. Simultaneously with the Development Agreement – 1, vide Power of Attorney dated 29.07.2024 Registered before Sub – Registrar of Assurance, Andheri – 4 under Serial No. BDR-15/13429/2024 the Pradeep Society (therein referred to as the said Society) granted power and authority to do all acts, deeds and things with respect to the Pradeep Property in favor of (i) Mr. Mulraj P. Mody and (ii) Mr. Sumit V. Mody partners of the Developer (therein referred to as the Attorney), on the terms and conditions agreed and mentioned therein.



4.6. Vide Lease Deed dated 29.11.2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR-15/582/2025, the Maharashtra Housing and Area Development Authority (therein referred to as the Lessor) granted and assigned leasehold rights with respect to Plot No. 7 for a term of 99 (ninety – nine) years in favor of the Pradeep Society (therein referred to as the Lessee), for consideration and on the terms and conditions agreed and mentioned therein.

• **PLOT NO. 8:**

4.7. Vide Letter dated 09.06.1971, the Maharashtra Housing Board (**“said Board”**) decided to lease the Plot No. 8 (**“Plot No. 8”**) for a term of 99 (Ninety – Nine) years from 23.03.1973 to Maharashtra Fisheries Co-operative Housing Society Limited, a Co-operative Society formed and registered in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG-2877 Year 1971 having its registered address at Kaustubha Building, Plot No. 8, K.C. Marg, Bandra Reclamation, Bandra (West), Mumbai – 400050 (**“Maharashtra Fisheries Society”**), on the terms and conditions agreed and mentioned therein.

4.8. As such the Maharashtra Fisheries Society became entitled to the leasehold rights of the Plot No. 8, however the name of the Maharashtra Fisheries Society does not reflect on the Property Register Card, till date.

4.9. By virtue of holding leasehold rights of the Plot No. 8, the Maharashtra Fisheries Society constructed a Building known as “Kaustubha” on the Plot No. 8 comprising of Ground plus 7 (Seven) upper floors consisting of 24 (Twenty - Four) residential flats by using the permissible FSI (**“Kaustubha Building”**) and accordingly the said 24 (Twenty – Four) Flats were allotted to the Members of the Maharashtra Fisheries Society. Unless referred individually, Plot No. 8



and Kaustubha Building shall collectively refer to as "**Maharashtra Fisheries Property**".

- 4.10. Vide Development Agreement dated 18.06.2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/10757/2024 ("**Development Agreement – 2**") the Maharashtra Fisheries Society (therein referred to as the Society) alongwith its Members (therein referred to as the Executing Members) granted development rights with respect to the Maharashtra Fisheries Property to M & K Elements Realty LLP (therein referred to as the Developer), for consideration and on the terms and conditions agreed and mentioned therein.
- 4.11. Simultaneously with the Development Agreement – 2, vide Power of Attorney dated 18.06.2024 Registered before Sub – Registrar of Assurance, Andheri – 4 under Serial No. BDR-15/10759/2024 the Maharashtra Fisheries Society (therein referred to as the said Society) granted power and authority to do all acts, deeds and things with respect to the Maharashtra Fisheries Property in favor of (i) Mr. Mulraj P. Mody and (ii) Mr. Rajesh Shreegopal Kabra partners of the Developer (therein referred to as the Attorney), on the terms and conditions agreed and mentioned therein.
- 4.12. Vide Lease Deed dated 09.08.2024 registered before the Sub – Registrar of Assurances, Andheri – 3 under Serial No. BDR-9/13782/2024, the Maharashtra Housing and Area Development Authority (therein referred to as the Lessor) granted and assigned leasehold rights with respect to Plot No. 8 for a term of 99 (ninety – nine) years in favor of the Maharashtra Fisheries Society (therein referred to as the Lessee), for consideration and on the terms and conditions agreed and mentioned therein.



4.13. Pursuant to the Development Agreement – 2, vide Supplemental Development Agreement dated 31.01.2025 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/1699/2025 (**“Supplemental Development Agreement”**), one of the member of Maharashtra Fisheries Society (i) Varsha Ashok Yardi and (ii) Mr. Chetan Ashok Yardi (therein referred to as the Member) alongwith Maharashtra Fisheries Society (therein referred to as Society) and the Developer confirmed the terms agreed under the Development Agreement – 2.

Unless referred individually,

- (I) “Plot No. 7” and “Plot No. 8” shall collectively refer to as **“Plot”**;
- (II) “Indraneel Building” and “Kaustubha Building” shall collectively refer to as **“Building”**;
- (III) “Pradeep Property” and “Maharashtra Fisheries Property” shall collectively refer to as **“Property”**;
- (IV) “Pradeep Society” and “Maharashtra Fisheries Society” shall collectively refer to as **“Societies”**;
- (V) and “Development Agreement – 1”, “Development Agreement – 2” and “Supplemental Development Agreement” shall collectively refer to as **“Development Agreements”**.

- **AMALGAMATED SOCIETY**

4.14 Subsequently it was mutually agreed between the Maharashtra Fisheries CHSL and Pradeep CHSL and the Developer herein that the redevelopment of Maharashtra Fisheries CHSL and Pradeep CHSL should be carried out by the Developer jointly as an amalgamated project.

4.15 Accordingly, vide Order dated 7<sup>th</sup> February 2025 the Deputy Registrar of Co-operative Societies, Mumbai granted the amalgamation of the Maharashtra Fisheries CHSL and Pradeep CHSL into a new society being Bandra Sea Link



Co-operative Housing Society Limited (**Bandra Sea Link CHSL**) registered under the provisions of the Maharashtra Co-operative Societies Act 1960 under Registration No. MUM/MHADA/HSG/(TC)/13675/Year 2024-25 dated 19<sup>th</sup> March 2025 and accordingly the members of both the societies i.e. Pradeep Society and Maharashtra Fisheries Society were admitted as the members of the Amalgamated Society.

- 4.14. Pursuant to the Development Agreements and registration of the Amalgamated Society, the Developer obtained NOC for redevelopment from the Board i.e., MHADA vide NOC Letter dated 27.05.2025 with respect to redevelopment of the Property. Accordingly, the Developer obtained Intimation of Approval under File No. MH/EE/(BP)/GM/MHADA-89/2191/2025/IOA/1/New on 31.07.2025 from Building Permission Cell, Greater Mumbai / MHADA for redevelopment of the Property.
- 4.15. That vide Deed of Confirmation dated 09.08.2025 registered before the Sub – Registrar of Assurances, Mumbai – 10 under Serial No. MBE-10/14366/2025 (**“Deed of Confirmation”**), the Amalgamated Society (therein referred to as Society) and the Developer (therein referred to as the Developer) confirmed the terms of the Development Agreement on the terms and conditions as agreed and mentioned therein.
- 4.16. Simultaneously with the Deed of Confirmation, vide Power of Attorney dated 09.08.2025 registered before the Sub – Registrar of Assurances, Mumbai – 10 under Serial No. MBE -10/14367/2025, the Amalgamated Society (therein referred to as the said Society) granted power and authority to do all acts, deeds and things with respect to redevelopment of the Property in favor of (i) Mr. Mulraj P. Mody and (ii) Mr. Sumit V. Mody partners of the Developer (therein referred to as the Attorney), on the terms and conditions agreed and mentioned therein.



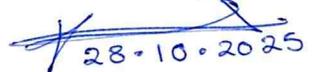
- 4.17. Pursuant thereto, the members of Amalgamated Society executed and registered Permanent Alternate Accommodation Agreement for their respective new flats and accordingly vide Letter dated 10.08.2025, the Amalgamated Society handed over vacant and peaceful possession of the Property to the Developer.
- 4.18. Prior to handing over vacant and peaceful possession of the Property, the Board i.e., MHADA vide its Letter dated 01.08.2025 had confirmed to execute Lease Deed in favor of the Amalgamated Society and had shared the draft of the Lease Deed for approval of the Society. As such vide Letter dated 20.08.2025, the Amalgamated Society approved the draft of the Lease and also submitted the executed copy of the Lease Deed alongwith the payment receipt of the Lease Rent to the Board. The Lease Deed is duly executed by the Society and the same is duly adjudicated and stamped.
- 4.19. The Developer have demolished the Buildings and obtained Commencement Certificate upto Plinth level under the File No. **MH/EE/(BP)/GM/MHADA-89/2191/2025/CC/1/New** issued on 01/10/2025 from Building Permission Cell, Greater Mumbai / MHADA.
- 4.20. By Indenture of Mortgage dated 30<sup>th</sup> September 2025 bearing Reg. Sr. No.MBE-11/18505/2025 executed by the Developers in favour of Tata Capital Housing Finance Limited, the Developers have raised finance for the project as per the terms thereof. The Developers accordingly require the NOC of Tata Capital Housing Finance Limited for sale of each of the Developers' premises in the new building.
- 4.21. I have issued Public Notice dated 16<sup>th</sup> October, 2025 in Free Press Journal and Nav Shakti calling out claims with respect to the Property, however till date I have not received any claims.



5. There is no litigation pending with respect to the Property against the said Pradeep Society, Maharashtra Fisheries Society, Amalgamated Society and/or the Developer.

Date: 28.10.2025

For KJ Legal,

  
28-10-2025

(Kunal S. Jain)

Advocate, High Court



Housiey.com