



Date: 17th October 2016

TRIDHAATU MADHU VILLA DEVELOPERS LLP,
5th Floor, B-Wing, Shrikant Chambers,
Near R.K. Studio, Chembur,
Mumbai 400071

Re: Legal Scrutiny Report in relation to land bearing City Survey Nos. 4C-10 of Matunga Division, bearing Plot No. 522C, Scheme No. 5 of Dadar Matunga Estate of the Corporation admeasuring 520.91 sq. m. or thereabouts situated, lying and being at Sir Hormusji Adenwalla Road, Matunga, Mumbai - 400019.

The photocopies of the following documents with respect to land bearing land bearing City Survey Nos. 4C-10 of Matunga Division, bearing Plot No. 522C, Scheme No.5 at Dadar Matunga Estate of the Corporation, admeasuring 520.91 sq. m. or thereabouts situated, lying and being at Sir Hormusji Adenwalla Road, Matunga, Mumbai - 400019 (herein referred to as the Scheduled Property and more specifically described under the Schedule of Property provided herein below), have been provided to us for the purpose of title scrutiny. Our report is subject to the presumption that the photocopies, which were provided to us, are the same as the originally executed documents.

I) DOCUMENTS FURNISHED:

- 1.) 16th August 1950 Indenture registered with the office of the Sub-Registrar of Assurances at Bombay under serial No. 4570, executed by and between (a) Municipal Corporation of the City of Bombay and (b) Bhailal Kushaldas Patel, BA, ICS, Municipal Commissioner as the Lessor and (c) Govindji Madhavji and Bai Jaswantibai, wife of Govindji Madhavji as the Lessee.
- 2.) 19th February 1980 Indenture registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 785 executed by and between (a) Municipal Corporation of Greater Bombay, Babu Kallappa Chougule the Municipal Commissioner of Greater Bombay and Jaswantibai, widow of Govindji Madhavji
- 3.) 1st September 1986 Last will and testament of Jaswantibai, widow of Govindji Madhavji



- 4.) 19th September 1991 Probate dated 19th September 1991 granted in Petition No. 369 of 1990 by the High Court of Judicature at Bombay under its Testamentary and Intestate Jurisdiction
- 5.) 7th October 1997 Deed of Transfer registered before the Sub-Registrar, Mumbai at Serial No.BBE-3487-1997 executed by (a) Madhukant Govindji Kacharia, (b) Jitendra Govindji Kacharia and (c) Pravin Govindji Kacharia
- 6.) 14th August 2015 Public Notice in The Times of India and The Maharashtra Times in respect of the Scheduled Property.
- 7.) 05th October 2015 Search Report issued by Vishwas J. Daware with respect to the Scheduled Property.
- 8.) 22nd December 2015 Development Agreement registered with the office of the Sub-Registrar of Assurances at Mumbai-1 under Serial No. 13263 of 2015, executed by and between (a) Mr. Sandeep Madhukant Kacharia, (b) Mr. Prashant Jitendra Kacharia, (c) Mr. Jignesh Pravin Kacharia and (d) Mr. Parag Pravin Kacharia jointly the Owners and M/s. Tridhaatu Madhu Villa Developers LLP as the Developers with respect to the Scheduled Property.
- 9.) 22nd December 2015 Power of Attorney registered with the office of the Sub-Registrar of Assurances at Mumbai-1 under Serial No. 13267 of 2015 executed by between (a) Mr. Sandeep Madhukant Kacharia, (b) Mr. Prashant Jitendra Kacharia, (c) Mr. Jignesh Pravin Kacharia and (d) Mr. Parag Pravin Kacharia jointly the Owners and M/s. Tridhaatu Madhu Villa Developers LLP as the Developers with respect to the Scheduled Property.
- 10.) 1st February 2016 Order in R.A.E. & R Suit No. 670/1080 of 2012
- 11.) 5th February 2016 Order in Civil Revision Application No. 1008 of 2014
- 12.) 17th July 2016 Public Notice in The Free Press Journal and Navshakti giving notice of redevelopment being initiated by M/s. Tridhaatu Madhu Villa Developers LLP in the Schedule Property.
- 13.) 26th July 2016 No Claim Certificate

**II) SCHEDULE OF PROPERTY**

ALL THAT piece and parcel of land admeasuring 520.91 square meters or thereabouts, bearing City Survey No. 4C-10 of Matunga Division, bearing Plot No. 522C, Scheme No.5 at Dadar Matunga Estate of the Corporation, in the City and Island and Sub-Registration District of Mumbai together with Building standing thereon of Ground and two floors and part third floor thereon known as 'Madhu Villa' along with one (1) covered garage lying, being and situated at Adenwalla Road, Matunga, Mumbai 400019, assessed to Municipal Taxes under 'F/North' Ward Nos. (i) 7034 (11B) Street No. 23 (ii) 7034 (11BA) Street No. 23A and bounded on four sides as under:

On the East: By Plot No. 522B

On the West: By Sir Hormusji Addenwalla Road

On the North: By Plot No. 522

On the South: By Plot No. 523

III) TRACING OF TITLE

- 1.) Vide the Indenture dated 16th August 1950 (hereinafter referred to as Document 1), the Municipal Corporation of the City of Bombay along with the then Municipal Commissioner, Mr. Bhailal Kushaldas Patel, BA, ICS, granted a lease of the land admeasuring 520.91 square meters bearing Plot No.522C, scheme no. 5 of Dadar Matunga Estate of the Corporation, bearing C. S. No. 4C/10 of Matunga Division (hereinafter referred to as "the said Plot") together with the building standing thereon and comprising of a ground and two upper floors, a sitting-out place, with a sanitary block and an out-building of ground floor in favour of Mr. Govindji Madhavji and Mrs. Bai Jaswantibai, wife of Mr. Govindji Madhavji, in perpetuity commencing from 16th August 1950 for a period of 983 (Nine Hundred and Eighty Three) Years, 10 (Ten) Months and 5 (Five) days, subject to terms and conditions stated therein.
- 2.) From the Indenture dated 19th February 1980, (hereinafter referred to as Document 2), we understand the following:
 - a. That Mrs. Bai Jaswantibai, wife of Late Govindji Madhavji constructed an additional (part) third floor on the building standing on the said Plot in accordance with permission/license granted under the indenture dated 19th February 1980;
 - b. Thereafter, the entire building comprising of a ground floor and two upper floors and part third floor, a sitting-out place, with a sanitary block and an out-building (garage) of ground floor came to be known as "Madhu Villa" (hereinafter referred to as the said Building). The said Plot and the said Building are collectively referred to as "the said Property".

3.) From the Last will and testament of Bai Jaswantibai, (hereinafter referred to as Document 3) we understand the following:

a. That Bai Jaswantibai bequeathed the said Property to her grand children in the following proportion:

SANDEEP MADHUKANT KACHARIA	33%
PRASHANT JITENDRA KACHARIA	33%
JIGNESH PRAVIN KACHARIA	17%
PARAG PRAVIN KACHARIA	17%

b. That Bai Jaswantibai appointed her 3 (three) sons namely, (1) Madhukant Govindji Kacharia, (2) Jitendra Govindji Kacharia and (3) Pravin Govindji Kacharia as the executors of the said Will.

4.) From the Probate dated 19th September 1991 (hereinafter referred to as Document No. 4) we understand the following:

a. That Mrs. Bai Jaswantibai, widow of Govindji Madhavji, died on 17th December 1988 at Bhavnagar, State of Gujarat;

b. That the said Will was proven and registered and the Administration of the Property and Credits of the said Late Jaswantibai, widow of Govindji Madhavji and in anyway concerning the said Will, was granted to (1) Madhukant Govindji Kacharia, (2) Jitendra Govindji Kacharia and (3) Pravin Govindji Kacharia being the "Executors" named in the said Will.

5.) From the Deed of Transfer dated 7th October 1997 (hereinafter referred to as Document No. 5) we understand the following:

a. That the Executors, i.e. (1) Madhukant Govindji Kacharia, (2) Jitendra Govindji Kacharia and (3) Pravin Govindji Kacharia transferred/assigned all leasehold rights, title and interest of Late Jaswantibai, widow of Govindji Madhavji in the said Property in favor of (a) Mr. Sandeep Madhukant Kacharia (33%), (b) Mr. Prashant Jitendra Kacharia (33%), (c) Mr. Jignesh Pravin Kacharia (17%) and (d) Mr. Parag Pravin Kacharia (17%) as directed under the said Will.

b. (a) Mr. Sandeep Madhukant Kacharia, (b) Mr. Prashant Jitendra Kacharia, (c) Mr. Jignesh Pravin Kacharia and (d) Mr. Parag Pravin Kacharia thus became the Owners of the Said Property being the Scheduled Property herein.



- 6.) From the Investigation of title of said Property dated 05th October 2015 by Vishwas J. Daware (hereinafter referred to as Document No. 6), we understand that a search has been conducted for 66 years (1950 to 2015) at the office of the concerned Sub-Registrar of Assurances at Mumbai. It needs to be noted that at the time the search was conducted at the offices of the Sub-Registrar of Assurances some of the records for the Index II were unavailable and/or torn and mutilated. We, therefore, disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated.
- 7.) It is clarified that apart from relying on the Search report dated 05th October 2015 issued by Vishwas J. Daware, no fresh independent search has been carried out by us in any of the office of concerned Sub-Registrar of Assurances at Mumbai. We, therefore, disclaim any responsibility for the consequences which may arise on account of not carrying out fresh independent search in respect of the Scheduled Property and relying on the photocopies provided to us.
- 8.) Vide the Development Agreement dated 22nd December, 2009 (Document No. 7), (a) Mr. Sandeep Madhukant Kacharia, (b) Mr. Prashant Jitendra Kacharia, (c) Mr. Jignesh Pravin Kacharia and (d) Mr. Parag Pravin Kacharia, being the Joint Owners of the Scheduled Property, granted the right to redevelop the Scheduled Property, by utilising the basic / originating buildable FSI and additional FSI, to M/s. Tridhaatu Madhu Villa Developers LLP. From the said Development Agreement dated 22nd October 2009 (Document No. 7) we understand the following:
- a. 4 (four) Flats are occupied by 3 Tenants who are family members of the Owners;
 - b. 5 (five) Flats are occupied by 4 Tenants and by the Occupant of Flat No. 9;
 - c. As per the terms of the aforesaid Agreement, out of the Total FSI of 2109.69 sq. m. i.e. 22,708.65 sq. ft. (carpet area) to be utilized for construction, M/s. Tridhaatu Madhu Villa Developers LLP is entitled to 615.63 sq. m i.e. 6,626.67 sq. ft. (therein referred to as "the Developers FSI"), which is inclusive of the area to be surrendered to MHADA, and is entitled to sell / dispose of the flats that remain after allotment to the Owners, the Owner Tenants and the Tenants and are entitled to enter into agreements for sale and such other suitable documentation as may be necessary for the sale of the flats to any intending purchasers.
 - d. A Civil Revision Application No. 1008 of 2014 before Hon'ble Bombay High Court challenging the Order dated 17th December 2013 and R.A.D. Suit No. 670/1080 of 2012 filed by Owners against Occupants of Flat No. 9 before Small Causes Court at Mumbai is pending till date.

- 9.) In furtherance of the Development Agreement dated 22nd December, 2015 (Document No. 7), the Owners have executed a Power of Attorney (Document No. 8), in favour of M/s. Tridhaatu Madhu Villa Developers LLP to perform and execute all acts, deeds, matters and things pertaining to the development of the Scheduled Property.
- 10.) From review of the Order dated 1st February 2016 passed by the Hon'ble Small Causes Court at Mumbai in R.A.E. & R Suit No. 670/1080 of 2012 (Document 9) and the Order dated 5th February 2016 passed by the Hon'ble Bombay High Court in Civil Revision Application No. 1008 of 2014 (Document 10), we understand that the R.A.E. & R. Suit No. 670/1080 of 2012 filed by Owners against Occupants of Flat No. 9 before Small Causes Court at Mumbai has been withdrawn by the Owners and similarly the Civil Revision Application No. 1008 of 2014 filed by the Owners before Hon'ble Bombay High Court challenging the Order dated 17th December 2013 has also been withdrawn.
- 11.) From the No Claim Certificate dated 26th July 2016 issued by Advocate Sreejit Nair (hereinafter referred to as Document 11), it is evident that no claims were raised in response to the Public Notice published in 'Free Press Journal' and 'Navshakti' on 07th July 2016 (Document 12).
- 12.) It is clarified that no fresh public notice has been given by us in any of the newspapers or publications in respect of the Scheduled Property.
- 13.) Based on our observations, clarifications and comments above, we are of the view that M/S. TRIDHAATU MADHU VILLA DEVELOPERS LLP is entitled to the Development Rights to the Scheduled Property and entitled to Developers FSI as provided under the Development Agreement and to sell the Flats/units constructed by utilizing the Developers FSI, subject to the rights of the Owners, MHADA and the tenants/occupants of the building on the said Land.

IV) General

- 1.) For the purpose of this report we have assumed:
 - a. the legal capacity of all natural persons, genuineness of all signatures and authenticity of all documents submitted to us as photocopies.
 - b. that there have been no amendments or changes to the documents examined by us.
 - c. the accuracy and completeness of all the factual representations made in the documents.



- d. the correctness of the references, dates and facts of the documents referred to in the documents reviewed by us.
- 2.) This report does not cover searches for any litigation, suits etc. filed in any court in respect of the Schedule Property.
- 3.) This report has been prepared based on the documents perused by us and given at the request of the client to whom it is addressed.
- 4.) This report may not be relied upon by any other person or for any other person. This report may not be quoted or referred to in any public document or disclosed without our prior written consent.

Yours Sincerely

Sreejit Nair
M/s. Legal Catalyst
Advocates and Consultants