

TAMHANE & CO.

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AJIT C. TAMHANE

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Date: 2nd September, 2016

To,

M/s. Ratan Builder
Office No. 202, Neelyog Square,
R.B. Mehta Marg, Patel Chowk,
Ghatkopar (East),
Mumbai- 400 077

Re: **FIRSTLY:**

Property bearing CTS Nos.3996(pt) admeasuring 7012.6 sq. mtrs. or thereabouts, CTS No.4001 admeasuring 41.4 sq. mtrs.,CTS No. 4002 admeasuring 6097.70 sq. mtrs. CTS No.4007 admeasuring 129 sq. mtrs. or thereabouts in aggregate admeasuring 13,280.7 sq. mtrs. equivalent to 15883.71 sq. yards of Village Kirol at Ghatkopar (hereinafter referred to as "the First Property").

SECONDLY:

Property bearing CTS No.3998 (part) admeasuring 162.60 sq. mtrs., CTS No.4000 (part) admeasuring 648 sq. mtrs., CTS No.4002 A admeasuring 112.90 sq.mtrs. and CTS No.4003 (part) admeasuring 422.20 sq. mtrs. in aggregate admeasuring 1345.70 sq. mtrs. equivalent to 1609.45 sq. yards together with structures standing thereon (hereinafter referred to as "the Second Property").

THIRDLY:

Property bearing CTS No.3997 (part) and bearing CTS No.3999 (part) in aggregate admeasuring 909.02 + 67.98 (977) sq. mtrs. equivalent to 1168.49 sq. yards (hereinafter referred to as "the Third Property").

situate at Ghatkopar, Village Kirol, Taluka Kurla Mumbai.

Dear Sir,

Pursuant to your instructions, we have investigated the title in respect of the aforesaid properties, by pursuing documents available with us including Search Report, Public Notice etc. we state as follows:-



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1. In respect of First property, Yousuf Abdul Kader H. Kachwala and 16 others by below mentioned Deed of Conveyance and title flow are became owners of the said First property:-

- (i) By Deed of Conveyance dated 14/11/1961 made between (1) Rahimatbai widow Gani Illahbux, (2) Mahomed Hussein Gani Illahbux, (3) Yaqub Gani Illahbux as the Vendors of the One Part and (1) Amtubai widow of Abdul Kadar Hassanally Kanchwala, (2) Naruddin son of Abdul Kadar Hassanally Kanchwala as the Purchasers of the Other Part, whereby the Vendors sold land bearing Survey No.186, Hissa No.1, Survey No.187, Hissa No.15, survey No.189, Hissa No.18A, and other Survey Numbers for a consideration sum of Rs.16,360/- to Amtubai widow of Abdul Kadar Hassanally Kanchwala and Others and the said document is duly registered in the office of Sub-Registrar of Assurances at Mumbai under Sr. No.BOM/R/7834/1961 on 21/05/1962.
- (ii) As such late Amtubai Abdul Kader Kachwala during her lifetime was absolutely seized and possessed of and or otherwise well and sufficiently entitled to all those pieces and parcels of land bearing CTS No.3996 admeasuring 7012.6 sq. mtrs. or thereabouts, CTS No.4001 admeasuring 41.4 sq.mtrs. or thereabouts C.T.S. No.4002 admeasuring 6097.7 or thereabouts, CTS No.4007 admeasuring 129 sq. mtrs. or thereabouts of Village Kirol at Ghatkopar in Mumbai "N" Ward in all admeasuring 13,280.7 sq. mtrs. or thereabouts and more particularly described Firstly in the Schedule hereunder written.
- (iii) The said late Amtubai Abdul Kader Kachwala died intestate at Mumbai on 31st March, 1985 leaving behind her sons (1) Mr. Yousuf Adbul Kader H. Kachwala, (2) Mr. Asgar Adbul Kader H. Kachwala, (3) Mr. Abidbhai Adbul Kader H. Kachwala, (4) Mr. Saifuddin Adbul Kader H. Kachwala, (5) Mr. Hoor Adbul Kader H. Kachwala, (6) Mr. Nuruddin Adbul Kader Kachwala (since deceased), (7) Mr. Fakhruddin Adbul Kader Kachwala (since deceased) and (8) Mr. Taher Adbul Kader H. Kachwala (since deceased) as her heirs and legal representatives according to Shia Muslim law as applicable to the Dawoodi Bohras by which she was governed at the time of her death.

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- (iv) On and after the death of the said Amtubai, the names of her said sons have been brought on the Revenue Records and the City Survey and Land Record and the Property Card records pertaining to the said First property.
- (v) Thereafter, the said Nuruddin Abdul Kader Kachwala died at Mumbai on the 23rd January, 2002 leaving behind him (1) Mrs. Tarabai, (2) Mr. Abbas Nuruddin Kachwala, (3) Mr. Salim Nuruddin Kachwala, (4) Mr. Zulfikar Nuruddin Kachwala, (5) Mr. Mustufa Nuruddin Kachwala,, (6) Mrs. Nilufer Akbar Lokhandwala and (7) Mrs. Alifya Husein Dhoondia as his only heirs and legal representatives according to Shia Muslim Law as applicable to Dawoodi Bohras, by which he was governed at the time of his death.
- (vi) Thereafter, the said Mr. Fakhruddin Abdul Kader Kachwala died at Mumbai on 27th December, 2003 leaving behind him (1) Mrs. Khairunbai and (2) Mr. Hur Fakhruddin Abdul Kader Kachwala as his only heir and legal representative according to Shia Muslim Law as applicable to Dawoodi Bohras, by which he was governed at the time of his death.
- (vii) Thereafter, the said Mr. Taher Abdul Kader Kachwala died at Mumbai on 15th September, 2005 leaving behind him (1) Mr. Murtuza Taher Kachwala, (2) Mr. Yousuf Taher Kachwala and (3) Mrs. Arva Yousuf Nulwala as his only heir and legal representative according to Shia Muslim Law as applicable to Dawoodi Bohras, by which he was governed at the time of his death.
- (viii) As such Yousuf Abdul Kader H. Kachwala and 16 others are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property more particularly described Firstly in the Schedule hereunder written.

2. Thereafter, by the registered Development Agreement dated 15/02/2007 executed between Yousuf Abdul Kader H. Kachwala and 16 others therein referred to as "the Owners" and yourselves i.e. Ratan Builder, therein referred to as "the Developers", wherein the said Owners have given you right to redevelop the First property and subsequently by Power of Attorney dated 15/02/2007, the said Owners have appointed you as their Constituted Attorney for redevelopment of said First property which is more particularly described in the Schedule hereunder written. The said Development Agreement is duly registered with the

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Sub-Registrar of Assurances at Kurla bearing its Registration No.BDR-7/967 of 2007 dated 15/02/2007 and Power of Attorney date 15/02/2007 bearing its Registration No.BDR-7/968 of 2007. Both the said documents are valid, subsisting and binding on the parties.

3. We have perused the search report dated 12/08/2016 issued by Shri. Ramesh T. Lohakare in respect of said First property.

4. In respect of the said Second property, by the Conveyance Deed dated 07/11/2007 executed between Shri. Ramniklal Ratilal Mehta, therein referred to as "the Owner" and yourselves i.e. M/s. Ratan Builders, therein referred to as "the Purchaser" wherein said owner conveyed you the said Second property alongwith structures standing thereon for the consideration and upon the terms and conditions mentioned thereto. As such you become the owner of said Second property. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances at Kurla bearing Registration No.BDR-14/07193 of 2007. The said Deed of Conveyance is valid, subsisting and binding on the parties.

5. We have perused the search report dated 12/08/2016 issued by Shri. Ramesh T. Lohakare in respect of said Second property. Our observation in respect to Mutation Entry Nos.1471 and 2138 regarding the said Second property are as follows:-

- i) The tenant as recorded in the said Mutation Entry we have been informed that one Jaikuverbai, the mother of said owner i.e. Shri. Ramniklal Ratilal Mehta had filed Suit bearing No.1855 of 1956 against the tenants i.e. Waman Govind Doke and 444 others in Hon'ble Bombay City Civil Court. On 14/10/1966 the Hon'ble Bombay City Civil Court had Decreed said Suit in favour of said mother of said owner i.e. Shri. Ramniklal Ratilal Mehta. Aggrieved by said Decree the said tenants i.e. Waman Govind Doke and 444 others who occupying property bearing Survey No.186, 187 and 189 situated at Ghatkopar, Near Ghatkopar Railway Station had filed Appeal before Hon'ble High Court of Bombay which was dismissed by the Hon'ble High Court of Bombay on 23/04/1964. Thereafter, said Owner i.e. Shri. Ramniklal Ratilal Mehta had initiated Execution proceeding, but, same

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could not proceeded. Further, the said property was thereafter notified as a "Slum" and you are in process of implementing Slum Rehabilitation Scheme under Regulation 33(10) of D.C. Rules thereon. We have been further informed by you that Slum dwellers occupying property described in Second Schedule have already vacated their respective premises after taking transit rent and executing Tripartite Agreements for Alternate Accommodation. Therefore, said Mutation Entries stands waived off and/or of no effect.

6. As far as property bearing C.T.S. No.3997 (Part) and C.T.S. No.3999 (part) in aggregate admeasuring 909.02 + 67.98 (977) sq. mtrs. equivalent to 1168.49 sq. yards., the said Third property which is more particularly described in the Schedule hereunder written belongs to Municipal Corporation of Greater Mumbai. The Municipal Corporation of Greater Mumbai has issued Annexure-II in respect of slum dwellers of the said property. We have perused the search report dated 12/08/2016 issued by Shri. Ramesh T. Lohakare in respect of said Third property.

7. All the three properties described hereinabove are notified as "Slum".

8. M/s. Ratan Builders by below mentioned Development Agreements and Power of Attorney(s) are entitled to redevelop the following Societies such as:-

(a) Development Agreement dated 17/12/2006 executed between Sadbhavana Co-operative Housing Society (Proposed) therein referred to as "the Society" and yourselves i.e. Ratan Builder, therein referred to as "the Developers", wherein Society have given yourselves i.e. M/s. Ratan Builders right to redevelop the said Society situate, laying and being at land bearing CTS Nos.3996 (pt), 3997 (pt), 3998 (pt), 3999 (pt), 4000 (pt), 4001, 4002 (pt), 4002A, 4003 (pt) and 4007 (pt) of Village Ghatkopar-Kirol approximately admeasuring 7561.10 sq. mtrs. or thereabouts, situated at Nityanand Nagar at Ghatkopar, Mumbai and more particularly described in the Schedule hereunder written and subsequently by Irrevocable General Power of Attorney dated 27/12/2006, the said Society have appointed you as their Constituted Attorney for redevelopment of their society. Both the said documents are valid, subsisting and binding on the parties.

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(6)

(b) Development Agreement dated 26/02/2009 executed between New Trimurti Co-operative Housing Society (Proposed) therein referred to as "the Society" and yourselves i.e. Ratan Builder, therein referred to as "the Developers", wherein Society have given you right to redevelop the said Society situate, laying and being at land bearing CTS Nos.3996 (pt), 3999 (pt), 4000 (pt), and 4002 (pt) of Village Ghatkopar-Kirol approximately admeasuring 4817.76 sq. mtrs. or thereabouts, situated at Nityanand Nagar at Ghatkopar, Mumbai and more particularly described in the Schedule hereunder written and subsequently by Irrevocable General Power of Attorney, the said Society have appointed you as their Constituted Attorney for redevelopment of their society. Both the said documents are valid, subsisting and binding on the parties.

9. We have been informed that upon requisite irrevocable consent being granted by more than 70% slum dwellers occupying the said properties more particularly described Firstly, Secondly and Thirdly in Schedule hereunder written, the Deputy Collector (ENC) and Competent Authority has issued Annexure-II in 2008 for Sadbhavana CHS Ltd., on 18/11/2011 for Trimurti CHS Ltd. and Supplementary Annexure II on 22/08/2013 for Sadbhavana CHS Ltd and MCGM has issued Annexure- II on 22/07/2009 for Sadbahavana CHS Ltd. and Slum Rehabilitation Authority has issued Letter of Intent bearing No.SRA/ENG/1778/N/PL/LOI and No.SRA/ENG/2219/N/PL and MCGM/LOI dated 06/01/2012 and revised letter of intent dated 14/06/2016. We have been further informed that the Slum Rehabilitation Authority has also issued an Intimation of Approval dated 20/06/2015 and Commencement Certificate dated 30/12/2015 in respect of free Sale Building No.1 which is being constructed on the said properties and more particularly described in the Schedules hereunder written.

10. We have also perused public notice published in Free Press Journal and Janmabhoomi both dated 16/07/2016 caused to be issued by M/s. Shiralkar & Co., Advocate and Solicitor. We have also perused the letter dated 19/08/2016, inter alia stating that, they have not received any claim in respect of the said properties.

11. Under the circumstances, the title in respect of the First property described hereinabove belongs to Yousuf Abdul Kader H. Kachwala is clear and marketable

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subject to what is stated hereinabove. In respect of the Second property described hereinabove acquired by you is clear and marketable subject to what is stated hereinabove and in respect of the Third property described hereinabove belongs to Municipal Corporation of Greater Mumbai, who has authorized due commencement of Slum Scheme which is also clear. -

12. In the premises, you are entitled to redevelop the property more particularly described Firstly, Secondly and Thirdly in Schedule hereunder written and construct sell and dispose off free sale component area subject to the terms and conditions set out in Letter of Intent dated 06/01/2012 issued by Slum Rehabilitation Authority.

THE SCHEDULE OF THE ABOVEREFERRED PROPERTIES TO:

I. FIRSTLY:

All those pieces and parcels of land bearing CTS Nos.3996 admeasuring 7012.6 sq. mtrs. or thereabouts, CTS No.4001 admeasuring 41.4 sq. mtrs., CTS No. 4002 admeasuring 6097.70 sq. mtrs. CTS No.4007 admeasuring 129 sq. mtrs. or thereabouts in aggregate admeasuring 13,280.7 sq. mtrs. equivalent to 15883.71 sq. yards of Village Kiroi at Ghatkopar and in the Registration Sub-District of Kurla and in the Registration District of Mumbai Suburban and Municipal Ward "N", Ghatkopar, Mumbai.

II. SECONDLY:

All those pieces and parcels of land bearing CTS No.3998 (part) admeasuring 162.60 sq. mtrs., CTS No.4000 (part) admeasuring 648 sq. mtrs., CTS No.4002 A admeasuring 112.90 sq.mtrs. and CTS No.4003 (part) admeasuring 422.20 sq. mtrs. in aggregate admeasuring 1345.70 sq. mtrs. equivalent to 1609.45 sq. yards together with structures standing thereon situate lying and being at Ghatkopar, Village Kiroi, Taluka Kurla in the Registration District of Mumbai Suburban and Municipal Ward "N", Ghatkopar, Mumbai.

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III. THIRDLY:

All those pieces and parcels of land bearing CTS No.3997 (part) and bearing CTS No.3999 (part) in aggregate admeasuring 909.02 + 67.98 (977) sq. mtrs. equivalent to 1168.49 sq. yards, situate, lying and being at Ghatkopar, Village Kiroi, Taluka Kurla in the Registration District of Mumbai Suburban and Municipal Ward "N", Ghatkopar, Mumbai.

Yours faithfully
For M/s Tamhane & Co.



Advocates & Solicitors