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## TO WHOMSOEVER IT MAY CONCERN

**THIS IS TO CERTIFY** that we have investigated the rights of **RISHIRAJ DEVELOPERS PRIVATE LIMITED**, as the developer of the property being leasehold Plot of Land bearing No. 778 of the Dadar-Matunga Estate of the Municipal Corporation of Greater Mumbai and C.S. No. 527/10 of Matunga Division situated at Tilak Road, Dadar, Mumbai 400 014 with a building by name "Homi Villa" standing thereon and as more particularly described in the schedule hereunder written ("**said Property**"), by:

- (l) Perusing the certified true copies of the following documents and writings handed over to us viz.
  - (a) Indenture of Lease dated 8<sup>th</sup> January, 1936 made between the Municipal Corporation of Greater Mumbai, Ivan Hope Taunton-the Municipal Commissioner, Rustomji Edulji Mehta, and Bai Bhicaiji Rustomji Mehta, registered under No. 724 at Pg. Nos. 51 to 85, Volume 197 of Book No. 1 (Additional) on 25<sup>th</sup> March, 1936;
  - (b) Deed of Gift dated 3<sup>rd</sup> October, 1945 made between Bai Bhicaiji Rustomji Mehta and Homi Rustomji Mehta, registered under No. 4955 of Book No. 1 on 22<sup>nd</sup> October, 1945;
  - (c) Indenture of Assignment dated 15<sup>th</sup> April, 1987 made between Homi Rustomji Mehta and Eruch Darashaw Master & Anr., registered under No. BBE-955 on 22<sup>nd</sup> April, 1987;
  - (d) Registration Certificate of Homi Villa Co-operative Housing Society limited, registered under No. BOM/(FN)HSG/TC/3799 dated 25<sup>th</sup> June, 1990;
  - (e) Indenture of assignment dated 10<sup>th</sup> April, 1991 made between Eruch Darashaw Master & Anr., members of Homi Villa Co-operative Housing Society Limited and Homi Villa Co-operative Housing Society Limited, registered under No. BBD-1181-1991 on 5<sup>th</sup> August, 1991;

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- (f) Appointment Letter dated 20<sup>th</sup> January, 2010 given by Homi Villa Co-operative Housing Society Limited in favour of Rishiraj Developers Private Limited;
  - (g) Deed of Transfer dated 7<sup>th</sup> April, 2010 made between Eruch Darashaw Master and Rishiraj Developers Private Limited, registered, under No. 3320-2010 on 7<sup>th</sup> April, 2010;
  - (h) Agreement for Development dated 31<sup>st</sup> December, 2010 made between Homi Villa Co-operative Housing Society Limited, members of Homi Villa Co-operative Housing Society Limited and Rishiraj Developers Private Limited, registered under No. BBE-1-00259-2011 on 11<sup>th</sup> January, 2011;
  - (i) Power of Attorney dated 31<sup>st</sup> December, 2010 executed by Homi Villa Co-operative Housing Society Limited in favour of Anil Ganesh Kulkarni & Anr., both Directors of Rishiraj Developers Private Limited, registered under No. BBE-1-00260-2011 on 11<sup>th</sup> January, 2011;
  - (j) Agreement for Permanent Alternate Accommodation dated 13<sup>th</sup> March, 2013 made between Rishiraj Developers Private Limited, Homi Villa Co-operative Housing Society Limited and Keshav Gopal Kamath, registered under No. BBE-5-1167-2013 on 13<sup>th</sup> March, 2013;
  - (k) Agreement for Permanent Alternate Accommodation dated 13<sup>th</sup> March, 2013 made between Rishiraj Developers Private Limited, Homi Villa Co-operative Housing Society Limited and Keshav Gopal Kamath, registered under No. BBE-5-1168-2013 on 13<sup>th</sup> March, 2013;
- (II) Instituting search of the said Property in the office of the Sub-Registrar of Assurances at Mumbai and Bandra;
- (III) Issuing a public notice dated 22<sup>nd</sup> June, 2010 in the newspapers "Free Press Journal" and "Navshakti", thereby inviting objections from the members of the public at large claiming to have rights in the said Property;
- (IV) Issuing a public notice dated 20<sup>th</sup> April, 2011 in the newspapers "Free Press Journal" and "Navshakti", thereby inviting objections from the persons, other than the persons named in the public notice (being the occupants named in MHADA's certified list).

- (V) By perusing certified true copies of the:
- (a) N.O.C. issued by the M.B.R.&R. Board bearing No. R/NOC/F-1911/2116/MBRRB-11 dated 3<sup>rd</sup> May, 2011 as revised vide No. Revised NOC/F-1911/3517/MBRRB-12 dated 30<sup>th</sup> June, 2012; and
  - (b) I.O.D. issued by M.C.G.M. bearing No. EB/6174/FN/A dated 29<sup>th</sup> December, 2015
- (VI) Obtaining a notarized declaration dated 20<sup>th</sup> June, 2016 from Rishiraj Developers Private Limited.
1. On perusal of the certified true copies of the documents mentioned in paragraphs (I)(a) to (I)(j) above, we have observed as under:
- (a) The Municipal Corporation of the City of Bombay (hereinafter referred to as "**the Corporation/M.C.G.M.**") was the owner of the said Property, it having been vested in the Corporation by virtue of the provision of Section 91 of the City of Bombay Municipal Act.
  - (b) By and under an Indenture of Lease dated 8<sup>th</sup> January, 1936 made between the Corporation of the First Part, Ivon Hope Taunton, the Commissioner of the Corporation of the Second Part, Rustomji Edulji Mehta as the Building Tenant of the Third Part and Bai Bhicaiji Rustomji Mehta as the Lessee of the Fourth Part, which has been registered with the Sub-Registrar of Mumbai under Serial No. 724 at Pages 51 to 85, Volume 197 of Book No. 1 (Additional) on 25<sup>th</sup> March, 1936, the Corporation under the directions of the said Rustomji Edulji Mehta, demised and the Commissioner of the Corporation and the said Rustomji Edulji Mehta confirmed demise unto the said Bai Bhicaiji Rustomji Mehta of the said Property together with the building standing thereon consisting of ground + one floor, which is now known as "**HOMI VILLA**" (hereinafter referred to as "**the said Building**") for a term of 999 years to

commence from 25<sup>th</sup> March, 1931, subject to the rent reserved by and the covenants and conditions therein contained.

- (c) By and under a Deed of Gift dated 3<sup>rd</sup> October, 1945 made between the said Bai Bhicaji Rustomji Mehta as the Donor of the one part and one Homi Rustomji Mehta as the Donee of the other part, which has been registered with the Sub-Registrar of Mumbai under Serial No. 4955 of Book No. 1 on 22<sup>nd</sup> October, 1945, the said Bai Bhicaji Rustomji Mehta, in consideration of natural love and affection which she bore towards the said Homi Rustomji Mehta who was her grandson and for diverse other good causes and consideration, assigned and transferred by way of gift the said Property in favour of the said Homi Rustomji Mehta for the residue then unexpired of the term of 999 years, subject to the rent reserved by the hereinbefore recited Indenture of Lease;
- (d) It appears that in or around the year 1967-68, the said Homi Rustomji Mehta constructed additional 02 floors i.e. second and third floor on the said Building, covered the open terrace thereof and constructed an underground storage tank and pump room in the compulsory open space of the said Property in accordance with the permission granted by the Corporation;
- (e) By and under an Indenture of Assignment dated 15<sup>th</sup> April, 1987, made between the said Homi Rustomji Mehta as the Assignors of the one Part and one Eruch Darashaw Master and Neena Eruch Master (now Smt. Neena H. Bhalia) as the Assignees of the other part, which has been registered with the Sub-Registrar of Mumbai under Serial No. BBE-955 on 22<sup>nd</sup> April, 1987, the said Homi Rustomji Mehta for the consideration therein mentioned assigned his leasehold rights in the said Property in favour of the said Eruch

Darashaw Master & Anr. for the residue then unexpired of the term of 999 years, subject to the rent reserved by the hereinbefore recited Indenture of Lease;

- (f) In or around the year 1989-90, 10 out of the 11 occupiers of the said Building, who were until then tenants of the said Eruch Darashaw Master & Anr. formed and registered amongst themselves a co-operative housing society by name "Homi Villa Co-operative Housing Society Limited (hereinafter referred to as "**the said Society**") with an intent and objective to acquire leasehold rights of the said Property from the then lessees i.e. the said Eruch Darashaw Master & Anr. The said Society has been registered under No. BOM/(FN)HSG/TC/3799 on 25<sup>th</sup> June, 1990;
- (g) By and under an Indenture of Assignment dated 10<sup>th</sup> April, 1991 made between the said Eruch Darashaw Master & Anr. as the Assignors of the first part, the then members of the said Society as the confirming Party of the second Part and the said Society as the Assignees of the third part, which has been registered with the Sub-Registrar of Mumbai BBD-1181-1991 on 5<sup>th</sup> August, 1991, the said Eruch Darashaw Master & Anr. for the consideration therein mentioned assigned their leasehold rights in the said Property in favour of the said Society for the residue then unexpired of the term of 999 years, subject to the rent reserved by the hereinbefore recited Indenture of Lease.
- (h) Vide an Appointment Letter dated 20<sup>th</sup> January, 2010, the said Society appointed Rishiraj Developers Private Limited (hereinafter referred to as "**the Developer**") as the developers to implement redevelopment scheme on the said Property. The said appointment was made after following the procedure laid down under the

Maharashtra Co-operative Societies Act, 1960. Under the said Appointment Letter, the Developer was required to:

- (i) negotiate and settle the dispute with the Eruch Darashaw Master, the owner of Flat No. 2 on the ground floor of the said Building; and
- (ii) negotiate and settle the dispute with one K.G. Kamath @ Keshav Gopal Kamath, the occupier of Flat No. 2 on the ground floor of the said Building; as also dispute regarding open space in the said Society and the proceedings pertaining to the same which were then pending in the Small Causes Court at Bombay being RAD Suit No. 1299 of 1998 (hereinafter referred to as "**the said RAD Suit**");

(i) The Developer settled the claim of the said Eruch Darashaw Master, by acquiring from him by way of transfer the ownership rights of Flat No. 2 on the ground floor of the said Building. The Deed of Transfer dated 7<sup>th</sup> April, 2010 executed between Eruch Darashaw Master and the Developer has been registered under No. 3320-2010 on 7<sup>th</sup> April, 2010. Incidental thereto, the said Society has admitted the Developer to its membership and issued Share Certificate in the name of the Developer.

(j) Thereafter, by executing an Agreement for Development dated 31<sup>st</sup> December, 2010 which has been duly registered with the Sub-Registrar of Assurances, Mumbai under No. BBE-1-00259-2011 on 11<sup>th</sup> January, 2011 the said Society has assigned and entrusted the development rights of the said Property in favour of Rishiraj Developers Private Limited.

(k) In pursuance to the said Agreement for Development, the said Society has also executed a Power of Attorney in favour of (1) Anil





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Ganesh Kulkarni; and (2) Rishiraj Anil Kurkarni, both Directors of the said Rishiraj Developers Private Limited thereby empowering and authorizing the said Developers to perform various acts in respect of redevelopment of the said Property. The said Power of Attorney has been duly registered with the Sub-Registrar of Assurances, Mumbai under No. BBE-1-00260-2011 on 11<sup>th</sup> January, 2011.

In the manner aforesaid, the rights of the Developer i.e. **RISHIRAJ DEVELOPERS PRIVATE LIMITED** to re-develop the said Property originate from the lawful owners thereof.

2. In the course of search of the said Property in the office of the Sub-Registrar of Assurances at Mumbai and Bandra, we have not found any documents in respect of the said Property which adversely affect or prejudice the rights of Rishiraj Developers Private Limited as the developers thereof.
3. We had issued Public Notices both dated 22<sup>nd</sup> June, 2010 in the newspapers Free Press Journal and Navshakti thereby inviting objections from the members of the public at large claiming to have rights in the said Property. We have not received any objections from any person(s) in response to the Public Notice dated 22<sup>nd</sup> June, 2010, save and except that of the said K.G. Kamath @ Keshav Gopal Kamath. However, the Developer has settled the dispute with the said K.G. Kamath @ Keshav Gopal Kamath in the said RAD Suit by executing with him two Agreements for Permanent Alternative Accommodations, both dated 13<sup>th</sup> March, 2013, which have been registered under No. BBE-5-1167-2013 and BBE-5-1168-2013 on 13<sup>th</sup> March, 2013.



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4. We had issued Public Notices both dated 20<sup>th</sup> April, 2011 in the newspapers Free Press Journal and Navshakti, thereby inviting objections from the persons, other than the persons named in the public notice (being the occupants named in MHADA's certified list) claiming to have rights in premises in the building "Homi Villa". We have not received any objections from any person(s) in response to the Public Notice dated 20<sup>th</sup> April, 2011.
5. M.B.R.&R. Board has sanctioned re-development proposal of the said Property and issued N.O.C. bearing No. R/NOC/F-1911/2116/MBRRB-11 dated 3<sup>rd</sup> May, 2011 as revised vide No. Revised NOC/F-1911/3517/MBRRB-12 dated 30<sup>th</sup> June, 2012 in favour of Rishiraj Developers Private Limited.
6. M.C.G.M. has sanctioned plans of the new building to be constructed on the said Property and issued I.O.D. bearing No. EB/6174/FN/A dated 29<sup>th</sup> December, 2015.

In our opinion therefore, Rishiraj Developers Private Limited is entitled to redevelop the said Property in accordance with the terms and conditions agreed with the said Society by constructing a new building thereon in conformity with the NOCs, permissions, approvals etc. that have been granted by M.B.R.&R. Board, M.C.G.M. and such other authorities and to dispose of the sale component tenements in such new building in their own name.

**THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**

**ALL THAT** piece or parcel of lease-hold land or ground together with the hereditaments and premises standing thereon situate on and being Plot No. 778 of the Dadar-Matunga Estate of the Municipal Corporation of Greater Mumbai situated on Tilak Road at Dadar, within Greater Mumbai and in the Registration

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Sub-District and District Mumbai City and Mumbai Suburban admeasuring  
594.39 Sq. Mtrs. i.e. 711 Sq. Yards or thereabouts and bounded as under:

On the North-East : By Plot No. 763 of the said Estate;

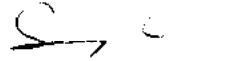
On the South-East : By Plot No. 777 of the said Estate;

On South-West : By the Tilak Road;

On North-West : By Plot No. 764-F of the said Estate;

and which piece of land bears Survey No. 1220 (Part) and Cadastral Survey No.  
527/10 of Matunga Division and assessed by the Assessor & Collector of  
Municipal Rates & Taxes under F-Ward (North) Zone 3 No. 6553(1) and Street  
No. 20 of Tilak Road.

**DATED THIS 21<sup>ST</sup> DAY OF JUNE, 2016**



**KADAM & COMPANY**  
Advocates