

# **SUBHASH PRADHAN & CO. (REGD.)**

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Ref. No. : 136/2015

Date :

## **TO WHOMSOEVER IT MAY CONCERN**

THIS IS to certify that we have investigated the title of Shri Govind Shivram Mhaskar and Shri Prabhakar Shivram Mhaskar to the property at D.V. Pradhan Road, Dadar, Mumbai 400 014 bearing Cadastral Survey No.56/10 of Matunga Division and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said Property") and for that purpose zerox copies of the following documents have been furnished to us and our observations thereafter. In the course of our investigation we caused searches to be taken in the Offices of the Sub-Registrars at Mumbai Divisions. We also caused Public Notices inviting claims if any against the said property to be published in two daily newspapers, Free Press Journal in English and Navshakti in Marathi.

1. Indenture of Lease in perpetuity dated 20<sup>th</sup> October 1949 made between the Municipal Corporation of the City of Bombay of the First Part, Bhailal Khushaldas Patel of the Second Part, Shivram Govind Mhaskar of the Third Part and Mrs. Sitabai Shivram Mhaskar of the Fourth Part.
2. Indenture of Trust dated 19<sup>th</sup> October 1950 made between Mrs. Sitabai Shivram Mhaskar of the First Part, Shivram Govind Mhaskar of the Second Part and Mrs. Sitabai Shivram Mhaskar and four others of the Third Part.

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3. Probate dated 30<sup>th</sup> November 1993 issued by High Court of Bombay in respect of the last Will and Testament dated 12<sup>th</sup> August 1984 of Smt. Sitabai Shivram Mhaskar granted under Testamentary and Intestate Petition No.11 of 1986.
4. Writing called Points of Agreement made between Govind Shivram Mhaskar and five Others made in July 1995.
5. Agreement for Development dated 15<sup>th</sup> April, 2008 between Govind Shivram Mhaskar and another of the One Part and M/s. Shree Sai-Datta Developers of the Other Part.

By and under Indenture of Lease dated 20<sup>th</sup> October 1949 and registered with the Sub-Registrar of Assurances at Bombay under No.5364/1949 on 27<sup>th</sup> March 1950 and made between the Municipal Corporation of City of Bombay therein and hereinafter referred to as "the Corporation" of the First Part, Bhailal Khushaldas Patel, therein referred to as "the Commissioner" of the Second Part, Shivram Govind Mhaskar therein referred to as "the Building Tenant" of the Third Part and Mrs. Sitabai Shivram Mhaskar therein referred to as "the Lessee" of the Fourth Part, the Corporation at the request and by the direction of the Building Tenant demised and the Commissioner and the Building Tenant confirmed unto the Lessee all that piece or parcel of land situate at and being Plot No.58 (South) of the Dadar-Matunga Estate of the Municipal Corporation of the City of Bombay admeasuring 598 Sq.yards equivalent to 499.93 Sq.meters or



thereabouts and bearing Cadastral Survey No.56/10 of Matunga Division situated at First Lane, Hindu Colony, Dadar, Mumbai 400 028 and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said Property") at or for the rent reserved in and upon the terms and conditions and the lessee's covenants contained in the said Indenture of Lease for a term in perpetuity from 1<sup>st</sup> September 1932 at the yearly rent of Re.1/- to be increased in the manner stated therein.

The said Sitabai Shivram Mhaskar had three sons Govind Shivram Mhaskar, Prabhakar Shivram Mhaskar and Vithal Shivram Mhaskar and four daughters Smt. Vasanti Shridhar Pawar, Mrs. Sudha Madhukar Malwade, Mrs. Kusum Suresh Malwade and Hirabai Shivram Mhaskar. The said Hirabai Shivram Mhaskar was invalid and hence with the intention of providing for the said Hirabai during her lifetime the said Smt. Sitabai Shivram Mhaskar created a Trust under the Deed of Trust dated 19<sup>th</sup> October 1950 between the said Sitabai Shivram Mhaskar, therein called "the Settlor" of the First Part, Shivram Govind Mhaskar, therein called "the Confirming Party" of the Second Part and the said Sitabai Shivram Mhaskar, the said Shivram Govind Mhaskar, Vithal Shivram Mhaskar, Dattaram Narayan Mhaskar and Miss Naju Dhunjishaw Nazir therein called the Trustees of the Third Part (hereinafter referred to as "the said Deed of Trust") and settled the said property to the uses upon the Trusts and with under and subject to the power provisions agreements and declarations contained in the said Indenture of Trust mainly for providing and taking care of livelihood of the said Hirabai Shivram Mhaskar during her lifetime. Under the said Deed of Trust it was provided that from and after the death of the last survivor of the Settlor, the

Confirming Party, the said Hirabai Shivram Mhaskar and the said three sons of the settler the Trustees shall hold interalia the said property in Trust to divide the same into three equal parts and distribute one of such parts among the rightful heirs of the said Vithal Shivram Mhaskar, distribute another of such parts among the rightful heirs of the said son Govind and distribute the third of such parts among the rightful heirs of the said son Prabhakar.

The said Shivram Govind Mhaskar and the said Hirabai Shivram Mhaskar died during the lifetime of the said Sitabai Shivram Mhaskar and of the Trustees under the said Deed of Trust the said Shivram Govind Mhaskar died on 6<sup>th</sup> January 1954, the said Vithal Shivram Mhaskar died on 30<sup>th</sup> June 1988, the said Dattaram Narayan Mhaskar died on 20<sup>th</sup> October 1994, the said Miss Najoo Dhunjishaw Nazir died on 9<sup>th</sup> July 2004, the said Sitabai Shivram Mhaskar died on 9<sup>th</sup> February 1985.

It was provided under the said Indenture of Trust dated 19<sup>th</sup> October 1950 that from and after the death of the last survivor of the said three sons of the settler the Trustees shall hold interalia the said property in Trust to divide the same into three equal parts and distribute one of such parts among the rightful heirs of the said Vithal Shivram Mhaskar at the period of distribution according to the Hindu Law prevailing at that time, distribute another of such parts among the rightful heirs of the said son Govind and distribute the last of such parts among the rightful heirs of the said son Prabhakar.

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There is no documentary evidence before us to show that any new Trustee was appointed after the death of any of the Trustees under the said Indenture of Trust dated 19<sup>th</sup> October 1950 and as a result thereof after the death of the last of the surviving Trustees under the said Indenture of Trust dated 19<sup>th</sup> October 1950 there was no Trustee under the said Indenture of Trust and consequently the Trust created under the said Indenture of Trust became inoperative.

Even upon reading of the said Indenture of Trust dated 19<sup>th</sup> October 1950 it becomes clear that the intention of the Settlor of the Trust, the said Sitabai Shivram Mhaskar, was to take care of the livelihood of the said Hirabai and to ultimately distribute the said property amongst the heirs of her said three sons.

The said Sitabai Shivram Mhaskar before her death had made and published her last Will and Testament dated 12<sup>th</sup> August 1984 under which she gave, devised and bequeathed all her right, title and interest in the said property to her two sons the said Govind Shivram Mhaskar and the said Prabhakar Shivram Mhaskar as tenants in common in equal shares absolutely.

Probate was obtained on 30<sup>th</sup> November 1993 by the beneficiaries of the last Will and Testament of Smt. Sitabai Shivram Mhaskar dated 12<sup>th</sup> August 1984 from the High Court of Judicature at Bombay to which all the said three living sisters of the beneficiaries and Smt. Snehlata, widow of the said Vithal Shivram Mhaskar had duly consented.

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The said Smt. Vasanti Shridhar Pawar, the said Mrs. Sudha Madhukar Malwade and the said Mrs. Kusum Suresh Malwade have confirmed in writing called Points of Agreement or a Family Arrangement made and signed in July, 1995 by all of them, the said late Smt. Snehlata Vithal Mhaskar who was then living and since died on 23<sup>rd</sup> November 1998 and the said Govind Shivram Mhaskar and the said Prabhakar Shivram Mhaskar that the said Govind Shivram Mhaskar and the said Prabhakar Shivram Mhaskar are absolute owners of the said property as tenants-in-common in equal shares.

Having regard to what is stated above the title, in our opinion, of the said Govind Shivram Mhaskar and the said Prabhakar Shivram Mhaskar to the said property is clear and marketable.

DESCRIPTION OF THE PROPERTY

ALL THAT piece or parcel of land or ground with the building known as "Govind Niwas" situate at and bearing Plot No.58 of the Dadar Matunga Estate of the Municipal Corporation of Greater Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban containing by admeasuring 598 Sq.yards equivalent to 499.93 Sq.Mtrs. or thereabouts and Cadastral Survey No.56/10 Matunga Division and in the books of the Collector of Municipal Rates and Taxes under 'F' Ward No.FN-6729(3) and

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Street Nos.5 and 5-C, 1<sup>st</sup> Lane, Hindu Colony, Dadar, Mumbai 400 028 and bounded as follows, i.e. to say:-

On or towards the North	:	D.V. Pradhan Road
On or towards the West	:	Plot No.57
On or towards the East	:	Tilak Bridge
On or towards the South	:	Plot No.59 & 60

Dated this 23<sup>rd</sup> day of April 2015.

FOR SUBHASH PRADHAN & CO.



PARTNER  
ADVOCATES AND SOLICITORS.