

(443)

SHAH & SANGHAVI (Regd.)
ADVOCATES & SOLICITORS
OFFICE NO. 114/115, 11TH FLOOR,
MITTAL COURT, 'A' WING,
NARIMAN POINT, MUMBAI - 400 021.

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PJS/PB/11550/2009

TO WHOMSOEVER IT MAY CONCERN

Re: All that piece or parcel of land bearing Plot-A lying and being at Dockyard Road, Mazgaon, Bombay in the Registration Sub-District and District of Bombay City and Bombay Suburban and registered in the Books of the collector of land Revenue being a part of the Collector's New Survey No. 1, 2, 3/3597 and bearing Cadastral Survey No. 7/138 of Mazgaon Division, admeasuring 1201 sq. yards equivalent to 1004 sq. meters

Lessee: Jakhubhai Lalji Dal Mills Pvt. Ltd.

1. We have caused the search to be taken with the office of the Sub-Registrar of Assurances at Mumbai for the period 1895 to 2006; with the Office Sub-Registrar of Assurances at Bandra for the period 1973 to 1999 and Property Card. We have been informed by Jakhubhai Lalji Dal Mills Pvt. Ltd. that M/s. Mahesh Jani & Co. Advocates & Solicitors had issued a Public Notice dated 4th June, 2005 in Bombay Samachar inviting claims in respect of the captioned property to which no objections were received by M/s. Mahesh Jani & Co., Advocates & Solicitors. We have also perused the Certified Copy or photocopy of such of the title deeds pertaining to the captioned property as are produced before us for our perusal and have to report as under:

2.(a) By an Indenture dated 20th March, 1895 registered with the Office of Sub-Registrar of Assurances at Bombay under Sr. No. 844A on 8th April, 1895 executed between The Secretary of State for India in Council therein referred to as "the Lessor" and Anandrao Vinayak (in his capacity as the Sole surviving executor of the last Will and Testament of Purmanandass Vinayak) therein referred to as "the Lessee"; the Lessor therein demised unto the Lessee therein inter-alia property in aggregate admeasuring 86,567 sq. yds. bearing Old No. 19,

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For JAKHUBHAI LALJI DAL MILLS PVT. LTD.
DIRECTOR

Our Associates : ANDERSON & ANDERSON LLP, Hong Kong
RAJESH KHAITAN & CO., Kolkata

New Nos. 16245 and 16246, Collectors New Survey No. 1,2 and 3/3597 to hold the same for a period of 99 years with effect from 1st October, 1893 on the payment of the reserved rent and on the terms and conditions setout therein.

- (b) On perusal of certified copy of Agreement dated 15th September, 1941 registered with the office of Sub-Registrar of Assurances at Bombay under Sr. No. BOM/5633 of 1991, it reveals that by diverse means and assurances and acts in Law and ultimately by an Indenture of Conveyance and Assignment dated 11th July, 1918 registered with the office of the Sub-Registrar of Assurances at Bombay under Sr. No. 3273 of 1918 made between Dwarkadas Goverdhandas (in his capacity as Administrator Pendente Lite in Suit No. 347 of 1908 of the estate of Purmanandass Vinayak) of the first part, the said Dwarkadas Goverdhandas of the second part and Kaku alias Bhagwandas Goverdhandas of the third part; the said Dwarkadas Goverdhandas in his capacity as Administrator Pendente Lite in Suit No. 347 of 1908 as well as in his personal capacity and also in his capacity as the Karta and Manager of a joint and undivided family consisting of himself and his sons Jaisingh alias Khatao Bhagwandas and Ratansey Bhagwandas granted and confirmed unto the said Kaku alias Bhagwandas Goverdhandas certain portions of the premises comprised in and demised under the Indenture dated 20th March, 1895 recited hereinabove on the terms and conditions setout therein. The Indenture of Conveyance and Assignment dated 11th July, 1918 is not made available for our perusal.
- (c) The search report reveals that by a Deed of Mortgage dated 22nd July 1924 registered with the office of Sub-Registrar of Assurances at Bombay under Sr. No. BOM/3878/1928 dated 7th August 1928 executed between Mr. Kaku alias Bhagwandas Gordhandas, Jaisingh alias Khatao Bhagwandas and Ratansey Bhagwandas therein referred to as the Mortgagor and Mathuradas Vissionji therein referred to as the Mortgagee; the Mortgagor therein granted, released,

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For JAKHUBHAT LAL MILLS PVT. LTD.

(Signature)
DIRECTOR

conveyed and assured unto the Mortgagees therein, properties described in the Schedule thereunder written one of them being property adm. 8674 sq. yds. bearing New S. No. 1,2 and 3/3597 and C.S. No. 138 (Part) of Mazgaon Division subject to the proviso for redemption on the payment of the sum of Rs. 10 lacs on 14th June 1927 or such sum as may be then due from the Mortgagor to the Mortgagees and on the terms and conditions setout therein. The Deed of Mortgage dated 22nd July, 1924 is not made available for our perusal.

(d) By an Agreement dated 15th September, 1941 registered with the office of the Sub-Registrar of Assurances at Bombay under Sr. No. BOM/5633/1941 on 9th March 1942 made between Bhagwandas Goverdhandas in his personal capacity and also in his capacity as the Karta and Manager of a joint and undivided family consisting of himself and his sons Jaisingh alias Khatao Bhagwandas and Ratansey Bhagwandas therein referred to as the Lessor and Havabai Hassan Abdulla Pathan therein referred to as the Lessee; the Lessor therein demised unto the Lessees therein property adm. 2704 sq. yds. bearing Collectors New Survey No.1-2-3/3597 and C.S. No. 138 (part) of Mazgaon Division to hold the same for a term of 10 years on payment of the reserved rent and on the terms and conditions set out therein.

(e) The Search Report and photocopy of Indenture dated 2nd January, 1950 referred to hereinafter reveals that by a Deed of Assignment dated 28th November, 1949 registered with the office of the Sub-Registrar of Assurances at Bombay under Sr. No. BOM/ 5311/1949 on 11th December, 1950 made between Shri Mathuradas Vissionji & Karsondas Vissionji being the surviving partners of M/s Vissionji Sons & Co. therein referred to as the Assignors of the first part, Bhagwandas Goverdhandas & Ors. therein referred to as 'the said Joint family' of the second part, Bai Kusumbai & ors therein referred to as the Executrix and executors of the last will and testament of Vithaldas Kanji therein referred to as 'the Confirming'

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(Signature)
DIRECTOR

parties' and the Bombay Company Limited therein referred to as the Assignees; the Assignors therein with the consent and confirmation of the said joint family and the Confirming parties thereto assigned unto the assignees therein the properties described in the Schedule thereunder written one of them being property adm. 8674 sq. yds. bearing Collectors New Survey Nos. 1-2-3/3597 and bearing C.S. No. 138 (part) of Mazgaon Division for the residual unexpired term of 99 years under the Indenture of Lease dated 20th March, 1895 referred to above for the consideration and on the terms and conditions setout therein.

- (f) Photocopy of Indenture dated 2nd January, 1956 registered with the Office of Sub-Registrar of Assurances at Bombay under Sr. No. BOM/551/1956 on 11th March 1958 made between Bombay Company Ltd. therein referred to as the Assignors and Wallace Flour Mills Company Ltd. therein referred to as the Assignees, the Assignors therein assigned unto the Assignees therein properties more particularly described in the Schedule thereunder written one of them being property adm. 8674 sq. yds. bearing Collectors New Survey Nos. 1-2-3/3597 and bearing C.S. No. 138 (part) of Mazgaon Division for the residual unexpired term of 99 years under the Indenture of Lease dated 20th March, 1895 referred to above for the consideration and on the terms and conditions setout therein.
- (g) By a Deed of Lease dated 20th December, 1964 registered with the Office of Sub-Registrar of Assurances at Bombay under Sr. No. BOM/720/1965 on 9th February 1967 made between Wallace Flour Mills Co. Ltd. therein referred to as the Lessors and Hawabi Hassan Abdulla Pathan therein referred to as the Confirming Party and Amanulla H. Pathan, therein referred to as the Lessees, the Lessors therein with the consent and confirmation of the Confirming Party therein, demised unto the Lessees therein the captioned property for the period of 28 years w.e.f. 1st July 1964 on payment of the reserved rent and on the terms and conditions set out therein.

For JAKHUBHALLALJI DAL MILLS PVT. LTD.

A. Pandey
DIRECTOR

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- (h) By an Indenture dated 26th September, 1972 registered with the Office of Sub-Registrar of Assurances at Bombay under Sr. No. BOM/2931/1972 on 23rd December, 1974 made between Amanulla Hassan Pathan therein referred to as the Assignor and Hurbai Yusuf Chunawalla and Hanifabai Dawood Chunawalla therein referred to as the Assignees, the Assignor therein with the consent of Wallace Flour Mills Co. Ltd. vide their letter dated 5th December, 1964 assigned unto the Assignees therein as tenants-in-common in equal share the captioned property to hold the same for the residual unexpired term of 28 years under the Indenture of lease dated 20th December, 1964 for consideration and on payment of the reserved rent and on the terms and conditions set out therein.
- (i) By a Deed of Partition dated 16th February 1981 registered with the office of Sub-Registrar of Assurances at Bombay under Sr. No. BOM/423/1981 executed between Mrs. Hanifabai Dawood Chunawalla therein referred to as party of the First Part and Hurbai Yusuf Chunawalla therein referred to as party of the Second Part; whereby the parties thereto, partitioned the captioned property amongst themselves; whereunder the captioned property came to the share of the party thereto of the Second Part i.e. Hurbai Yusuf Chunawalla on payment of the consideration by party thereto of the Second Part to the party thereto of the First Part i.e. Mrs. Hanifabai Dawood Chunawalla.
- (j) By an Indenture dated 4th April, 1985 registered with the office of Sub-Registrar of Assurances at Bombay under Sr. No. BOM/984/1985 made between M/s. Wallace Flour Mills Company Ltd., therein referred to as the Assignors and Anjalibai Ashok Kumar Londhe and Ashok Kumar Gulabrao Londhe therein referred to as the Assignees, the Assignors therein assigned unto the Assignees therein the captioned property to hold the same for the residual unexpired term of 99 years under the Indenture of Lease dated 20th March, 1895 for the

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For JAKHUBHALLAL MILLS PVT. LTD.

A. Pandey
DIRECTOR

consideration and on payment of the reserved rent and on the terms and conditions set out therein.

- (k) By a Deed of Assignment dated 19th October, 1993 registered with the Office of Sub-Registrar of Assurances at Bombay under Sr. No. BBE/2644/1993 made between Hurbai Yusuf Chunawala, therein referred to as the Assignor and Jakhubhai Lalji Dal Mills Pvt. Ltd. therein referred to as the Assignees, the Assignor therein assigned all her right title and interest in the captioned property unto the Assignees therein for the consideration on payment of the reserved rent and on the terms and conditions set out therein.

- (l) By a Deed of Assignment dated 29th April, 1994 registered with the Office of Sub-Registrar of Assurances at Bombay under Sr. No. BBE/1355/1994 made between Anjalibai Ashok Kumar Londhe and Ashok Kumar Gulabrao Londhe, therein referred to as the Assignors and Jakhubhai Lalji Dal Mills Pvt. Ltd. therein referred to as the Assignees, the Assignors therein assigned unto the Assignees therein all their reversionary rights in the captioned property for the residual unexpired term of 99 years under the Indenture of lease dated 20th March, 1895 for the consideration on payment of the reserved rent and on the terms and conditions set out therein.

- (m) The said Indenture of Lease dated 20th March 1895 has come to an end by efflux of time on 30th September, 1992. In view of the Lease dated 20th March 1895 having come to an end by efflux of time on 30th September, 1992 Jakhubhai Lalji Dal Mills Pvt. Ltd., have already made an application to the Collector of Mumbai City for renewal of the lease in respect of the captioned property and in pursuance thereto have given an undertaking to the Collector of Mumbai City to accept the terms and conditions which will be fixed by the Government for the renewal of the lease of the captioned property. We have been informed that the Government of Maharashtra has so far not renewed the lease, but Jakhubhai Lalji Dal Mills

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Pvt. Ltd., have continued to pay the lease rent as per the Indenture of Lease dated 20th March 1895 and thus are the Lessees holding over

3. Subject to what is stated hereinabove and subject to the renewal of Indenture of Lease dated 20th March, 1895 by Government of Maharashtra. We are of the opinion that the title of Jakhubhai Lalji Dal Mills Ltd. in respect of the captioned property is clear, marketable, free from encumbrances and reasonable doubts.

Dated this 25th day of May, 2009

For M/s. Shah & Sanghavi

Partner

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For JAKHUBHAI LALJI DAL MILLS PVT. LTD.
A. Pandey
DIRECTOR

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