

B. By an Indenture of Mortgage dated the 27th day of June, 1912 and made between the said RMC of the One Part and the said Jeejeebhoy of the Other Part All and singular the land hereditaments and premises comprised in and demised by the Head Lease dated 17th day of December, 1900 more particularly described in the 3rd Schedule to the said Indenture of Mortgage were inter alia demised unto the said Rustamji Byramji Jeejeebhoy for all the residue then unexpired of the said term of 999 years granted by the Head Lease except the last day thereof but subject to the said Sub-Lease dated the 13th day of December, 1905 and subject also to the proviso for redemption therein contained;

C. The said Jeejeebhoy filed a suit in the Hon'ble High Court of Judicature at Bombay being Suit No.129 of 1913 against the said RMC upon the said hereinbefore recited Indenture of Mortgage and inter-alia prayed for foreclosure of the right of the said RMC to redeem the said land hereditaments and premises comprised in the said hereinbefore recited Indenture of Mortgage;

D. By a Decree absolute for foreclosure dated 18th September, 1913 passed by the Hon'ble High Court of Bombay in the said hereinbefore recited suit the said RMC was absolutely debarred and foreclosed of and from all rights to redeem of the said land hereditaments and premises comprised in the said hereinbefore recited Indenture of Mortgage including the land hereditaments and premises intended to be thereby assigned or expressed so to be;

E. By an Indenture of Surrender of Lease dated the 16th day of February, 1914 and made between the said RMC (in Voluntary Liquidation) of the First Part, Pestonji Nusserwanji Wadia as Liquidator of the said RMC of the Second Part and the said Jeejeebhoy of the Third Part, and registered at the Office of the Sub Registrar of Assurances at Bombay under NO. 989A on 17th March, 1914 the said RMC, by the direction of the Liquidator, did surrender and assign and the said Liquidator did surrender, assign and confirm unto the said Jeejeebhoy his heirs, executors, administrators and assigns as Mortgagee of the said RMC as aforesaid all and singular the said land hereditaments and premises comprised in the Head Lease and more particularly described in the Schedule thereunder written as also in the Schedule to the Surrender of Lease and intended to be thereby assigned or expressed so to be, to the intent that the said residue of the said term of 999 years created by the said Sub-Lease and all other estates interests and rights of RMC and the said Liquidator under the said hereinbefore recited Lease might merge and be absolutely extinguished in the reversion and inheritance of the said premises;

F. The said Sub-Lease dated the 13th day of December, 1905 was at all times binding on and enforceable by the said Jeejeebhoy his heirs, executors, administrators and assigns as between him on the one hand and the said Essaji Tajbhoy his heirs, executors, administrators and assigns on the other hand;

G. The said Jeejeebhoy did after the date of the said hereinbefore recited Indenture of Surrender dated 16th February, 1914 recognize the said Sub-Lease dated the 13th day of December, 1905 and had been thereafter receiving the rents in terms of the said Sub-Lease from the said Essaji Tajbhoy;

H. The said Essaji Tajbhoy did subsequent to the date of the said Sub-Lease erect buildings, structure and other messuages on the land hereditaments and premises comprised in the said Sub-Lease;

3. TRANSFER OF RIGHT FROM ESSAJI TAJBOY TO (1) ABDUL HOOSEIN MAHOMEDALLY ADAMJI (2) HASSANALLY MOHOMEDALLY ADAMJI AND (3) ESMAILJI ALIBHOY ADAMJI.

A. By an Indenture of Assignment dated the 31st day of January, 1916 and made between the said Essaji Tajboy of the One Part and (1) Abdul Hoosein Mahomedally Adamji (2) Hassanally Mohomedally Adamji and (3) Esmailji Alibhoy Adamji all of Bombay Bohra Mohomedan Inhabitants of the Other Part and registered in the office of the Sub-Registrar of Assurances at Bombay under No. 684-A of Book No.1 on the 3rd day of March, 1916 the said Essaji Tajbhoy did thereby, in consideration of the sum of Rs. 2,51,000/- then paid by the said Abdul Hoosein Mohomedally Adamji, Hassanally Mohomedally Adamji and Esmailji Alibhoy Adamji to the said Essaji Tajbhoy, assigned and transferred to the said Abdul Hoosein Mohomedally Adamji, Hassanally Mohomedally Adamji and Esmailji Alibhoy Adamji all those the land hereditaments and premises comprised in and demised by the said Sub-Lease dated the 13th day of December, 1905 and all his right, title and interest therein to the said Abdul Hoosein Mohomedally Adamji, Hassanally Mohomedally Adamji and Esmailji Alibhoy Adamji to hold the same unto the said (i) Abdul Hoosein Mohomedally Adamji, (ii) Hassanally Mohomedally Adamji and (iii) Esmailji Alibhoy Adamji their respective executors, administrators and assigns for all the residue then unexpired of the said term of 999 years except the last day thereof as demised and expressed and contained by or in the said Sub-Lease at the rent and upon and subject to the covenants and conditions to the said Sub-Lease expressed and contained. Accordingly, these three assignees became entitled to 1/3 share each in the said property;

4. TRANSFER OF RIGHT FROM (1) ABDUL HOOSEIN MAHOMEDALLY ADAMJI (2) HASSANALLY MOHOMEDALLY ADAMJI AND (3) ESMAILJI ALIBHOY ADAMJI TO RANGAWALAS

A. From the Indenture dated 2nd January 1952, it appears that under an Indenture of Partition dated 7th April 1949, Esmailji Alibhoy Adamji assigned his 1/3 share in the said property in favour of (1) Abdul Hussain Mohamedali Adamji and (2) Amtoolbai (3) Nyamatbai in the following manner:

- (i) 6/8 share of 1/3 to Abdul Hussain Mohamedali Adamji
- (ii) 1/8 share of 1/3 to Amtoolbai and
- (iii) 1/8 share of 1/3 to Nyamatbai.

B. The said Hussanally Mohamedali Adamji died intestate and on his demise his $\frac{1}{3}$ share in the property devolved unto to his widow, sister and brother in the following manner:

- (1) $\frac{1}{4}^{\text{th}}$ of $\frac{1}{3}^{\text{rd}}$ share to Amtoolabai
- (2) $\frac{1}{4}^{\text{th}}$ of $\frac{1}{3}^{\text{rd}}$ share to Nyamatbai
- (3) $\frac{1}{2}$ of $\frac{1}{3}^{\text{rd}}$ share to Adbul Hussain Mohamedali Adamji.

C. In the circumstances, Adbul Hussain Mohamedali Adamji became entitled to his (i) $\frac{1}{3}$ original share in the property; (ii) $\frac{6}{8}$ of $\frac{1}{3}$ share from Esmailji Adamji and (iii) $\frac{1}{2}$ of $\frac{1}{3}$ share from Hussainali Mohamedali Adamji.

D. Subsequently, Adbul Hussain Mohamedali Adamji died intestate on 10th January 1950, leaving behind his only surviving legal heirs and next of kin as per Shia Muslim Law by which succession his widow Dyamatbai became entitled to $\frac{1}{4}$ share, and his sister Nyamatbai became entitled to $\frac{3}{4}$ share of his estate.

E. Accordingly, Dyamatbai became entitled to $\frac{1}{4}$ share of [(i) $\frac{1}{3}$ share (original) (ii) $\frac{6}{8}$ of $\frac{1}{3}$ share from Esmailji Adamji and (iii) $\frac{1}{2}$ of $\frac{1}{3}$ share from Hussainali Adamji] which is equivalent to $\frac{3}{16}$ th share in the said property.

F. Accordingly, Nyamatbai became entitled to $\frac{1}{8}$ share of $\frac{1}{3}$ (Original) from Esmailji Adamji, $\frac{1}{4}$ share of $\frac{1}{3}$ (original) from Husainali Adamji, and $\frac{3}{4}$ share from Adbul Adamji (which includes his original $\frac{1}{3}$ + share he received from Hussainali Adamji and Esmailji Adamji). In aggregate, the share acquired by Nyamatbai is equivalent to $\frac{11}{16}$ share in the entire property.

G. By and under Indenture dated 2nd January 1952, Nyamatbai of the One Part and Yahyabhai Esmailji Rangwala of the Other Part, the said Nyamatbai assigned her $\frac{11}{16}$ share in the said property in favour of Yahyabhai Esmailji Rangwala on the terms and conditions as recorded therein. The said Indenture was duly registered with the Sub-Registrar of Assurance at Mumbai under serial No. BOM- 43/1952.

H. In view of above distribution/assignments of shares, Amtoolabai also became entitled to (i) $\frac{1}{8}$ share of $\frac{1}{3}$ (original) from Esmailji Adamji and (ii) $\frac{1}{4}$ share of $\frac{1}{3}$ (original) from Hussainali Adamji, which is equivalent to $\frac{2}{16}$ share in the said property.

I. Under a joint Declaration dated 18th February 1961, Dyamatbai and Amtoolabai assigned their respective 3/16 and 2/16 shares in the said property in favour of Hasanali Yahyabhai Rangwala absolutely.

J. By and under Declaration dated 21st November 1968, Yahyabhai Rangwala transferred his 2/16 out of his 11/16 share in favour of his daughter Nusrat and retained the remaining 9/16 with himself.

K. The said Yahyabhai Esmailji Rangwala died at Heidelberg in the country of West Germany on or about the 14th day of November, 1969 leaving him surviving as his only heirs according to Shia Mohomedan Law by which he was governed, his son Hasan Esmailji Rangwala and daughter, Miss. Nusrat Yahyabhai Rangwala;

L. The said 9/16 undivided share of Mr. Yahyabhai Esmailji Rangwala or part of the said land hereditaments premises comprised in and demised unto the said Sub-Lease dated the 13th day of December, 1905 which he was absolutely entitled during his life time as aforesaid devolved after his demise according to Shia Mohamedan Law as to 6/16 undivided share or part thereof to his son the said Hasan Yahyabhai Rangwala and as to 3/16 of such undivided share or part thereof to his said daughter Miss. Nusrat Yahyabhai Rangwala;

M. The said Hasan Yahyabhai Rangwala was thus entitled absolutely in the aggregate to a 11/16 undivided share or part of the said land hereditaments and premises and the said Miss. Nusrat Yahyabhai Rangwala was absolutely entitled to the remaining 5/16 undivided share or part of the said land hereditaments and premises more particularly described in the Schedule hereunder written and intended to be hereby assigned and transferred to the Purchasers or expressed so to be;

N. It appears from the recitals of the Indenture of Assignment dated 29th July, 1978 that by diverse mesne assignments, assurances and transfers and acts in law the said land hereditaments and premises comprised in and demised by the said Sub-Lease dated 13th day of December, 1905 had before the 14th day of November, 1969 become and been vested as tenants-in-common in (1) Yahyabhai Esmailji Rangwala as to 9/16 undivided shares or part thereof and (2) in the said Hasan Yahyabhai Rangwala as to 5/16 undivided share or part thereof (3) in the said Miss. Nusrat daughter of the said Yahyabhai Esmailji Rangwala as to remaining 2/16 undivided share or part thereof as the sole and absolute owners of the said respective undivided shares or parts;

5. TRANSFER OF RIGHT FROM RANGAWALAS TO MESSRS. JECEE CORPORATION