

SUNIL PRABHAKAR LAHANE

ADVOCATE, HIGH COURT, MUMBAI

1206, B-Wing, Dalamal Tower, Nariman Point, Mumbai 400 021 - Mob: 9892744138,
Email: advsunillahane@gmail.com

Ref: SPL/85-2017

Date: 31.07.2017

TO WHOMSOEVER IT MAY CONCERN

Title Certificate cum Legal Opinion in respect of All that pieceand parcel of open plot of land bearing Plot No. 727, Plot No. 726, C. S. No. 573A/10 86 573/10, land forms a portion of New Survey No. 1180 86 Plot No. 688, bearing 584/10, land forms a portion of New Survey No. 1109, of Dadar-Matunga Estate of the Trustees for the Improvement District of Bombay, Matunga Division with the building thereon assessed by the Bombay Municipality under F Ward No. 6838 (11), Ward No. 6838 (10) and Ward No. 6836 (71), situated at Parsi Colony, Dadar, owned by Shubh Enterprises.

We have investigated the title of aforementioned property owned by Shubh Enterprises taking search in the offices of the Sub-Registrar of Assurances at Mumbai, for 30 years from 1987 to 2016 and upon verifying the document lodged with the office of Sub-Registrar of Assurance at Mumbai and have to state as follows.

I) COPY OF THE DOCUMENTS SCRUTINIZED:

- a) Copy of Registered Indenture dated 04.02.1983 executed by and between Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia as the Continuing Trustee of the one part AND Feroze Hormasji Bamboat as the New Trustee of the other part.
- b) Copy of Order bearing No. J/4/201-83/16755 dated 19.07.1983 issued by Office of the Charity Commissioner of Maharashtra State, Bombay.
- c) Copy of Certificate u/s. 230-A (1) of the Income-tax Act, 1961 dated 05.03.1987.
- d) Copy of Partnership Deed dated 02.12.1991 executed by Shri. Sohrab Nariman Panthaky, Shri. Pravinchandra Chhotalal Kamdar, Shri. Ajay Pravinchandra Kamdar, Shri. Hemant Kanaiyalal Vakharia, Shri. Kirit Natverlal Thaker, Shri. Vijay Chhotalal Kamdar and Shri. Kishor Kantilal Gandhi, Shri. Sanjay Amrutlal Desai, Shri. Sanjay Damji Shah, Shri. Mehul Jadavji Shah, in the name and style of M/s. Shubh Enterprises.
- e) Copy of Partnership Deed dated 16.03.1992 executed by Shri. Sohrab Nariman Panthaky as the party of the first part Shri. Sanjay Amrutlal Desai party of the second part Shri. Sanjay Damji Shah party of the third part Shri. Mehul Jadavji Shah party of the fourth



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part AND Shri. PravinchandraChhotalalKamdar, Shri. Ajay PravinchandraKamdar, Shri. Hemant Kanaiyalal Vakharia, Shri. KiritNatverlalThaker, Shri. Vijay ChhotalalKamdar and Shri. Kishor Kantilal Gandhi in the name and style of M/s. Shubh Enterprises.

- f) Copy of Retirement Deed dated 16.03.1992 executed by Shri. PravinchandraChhotalalKamdar, Shri. Ajay PravinchandraKamdar, Shri. Hemant Kanaiyalal Vakharia, Shri. KiritNatverlalThaker, Shri. Vijay ChhotalalKamdar and Shri. Kishor Kantilal Gandhi referred as the Retiring partners and Shri. Sohrab Nariman Panthaky as the party of the first part Shri. Sanjay Amrutlal Desai party of the second part Shri. Sanjay Damji Shah party of the third part Shri. Mehul Jadavji Shah party of the fourth part referred to as the Continuing Partners of M/s. Shubh Enterprises.
- g) Copy of Registration of Firm dated 20.05.1992 of M/s. Shubh Enterprises.
- h) Copy of Certificate of Registration dated 20.05.1992 of M/s. Shubh Enterprises.
- i) Copy of Indemnity Bond dated 20.10.1999 executed by M/s. Shubh Enterprises.
- j) Copy of Affidavit-Cum-Undertaking dated 20.10.1999 executed by M/s. Shubh Enterprises.
- k) Copy of Registered Indenture dated 24.02.2000 executed by and between Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia and Feroze Hormasj iBamboat as trustees of the public trust known as P. A. Hormarjee Charities as the Assignors of the one part AND Shubh Enterprises as the Assignee of the other part, in respect of the aforementioned property.
- l) Copy of Registration Receipt No. 895/2000 dated 24.02.2000 issued by Sub Registrar of Assurances at Mumbai.
- m) Copy of Index II document No. 895/2000 dated 24.02.2000 issued by Sub Registrar of Assurances at Mumbai.
- n) Copy of Property Registered Card.
- o) Copy of Rights of Record Card.
- p) Copy of Block Plan.



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II) DESCRIPTION OF PROPERTY

All that piece and parcel of open plot of land bearing Plot No. 727, Plot No. 726, C. S. No. 573A/10 & 573/10, land forms a portion of New Survey No. 1180 & Plot No. 688, bearing 584/10, land forms a portion of New Survey No. 1109, of Dadar-Matunga Estate of the Trustees for the Improvement District of Bombay, Matunga Division with the building thereon assessed by the Bombay Municipality under F Ward No. 6838 (11), Ward No. 6838 (10) and Ward No. 6836 (71), situated at Parsi Colony, Dadar.

III) FLOW OF TITLE

- a) It is observed from the documents submitted before us that by an Principal Indenture dated 11.07.1917 executed by and between PestonjeeArdaseerHormarjee as the Settlor of the one part AND PestonjeeArdaseerHormarjee, Serinbai wife of the said PestonjeeArdaseerHormarjee, NusserwanjeePestonjeeWadia and CurseetjeePestonjeeWadia as the Trustees of the other part, the said PestonjeeArdaseerHormarjee had settled all those funds, securities and investments specified for the time being representing them to hold the same unto the said PestonjeeArdaseerHormarjee and others as the trustees upon the trusts and with the subject to the power and provision therein declared and contained as modified by the Deed Poll dated 27.08.1923, registered in the office of the Sub-Registrar of Assurances at Bombay on 29.08.1923 under No. 3384 of Book No. IV.
- b) It is observed from the documents submitted before us that by clause three of the said Deed of Poll the said PestonjeeArdaseerHormarjee directed that one-third of the said trust fund should be applied Zoroastrian Community as the Trustees in their absolute discretion think fit and pursuant to the direction contained in the said deed of poll the trustees have been applying the said onethird of the Trust Fund in Charity for the Parsi Zoroastrian Community and have erected buildings form the poor of the Parsi Zoroastrian Community from the said Charity Fund.
- c) It is observed from the documents submitted before us that by virtue of Indenture of Lease dated 16.09.1930, registered with the Office of Sub Registrar of Assurances at Bombay under Serial No. 4497 of Book No. I on 06.12.1930, executed by and between

R. Lahane

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Trustees of Improvement of the City of Bombay as the Board of the one part the Parsi Central Association Co-operative Housing Society as the Society of the second part and the said SerinbaiPestanjeeHormarjee, NasarvanjeePestanjeeWadia, CursetjeePestanjeeWadia (remaining trustees of the said trust) the said trustees for the Improvement of the City of Bombay after reciting that by an Agreement dated 09.07.1927 registered with the Office of Sub Registrar of Assurances at Bombay under Serial No. 3644 of 1929 between Trustees of Improvement of the City of Bombay of the one part AND Parsi Central Association Co-operative Housing Society of the other part, the said Society became entitled by itself or its substitute tenants to enter upon the several plots of the Dadar-Matunga Estate of the Board and by an Agreement dated 07.11.1929 made between the said Parsi Central Association Co-operative Housing Society of the one part AND SerinbaiPestanjeeHormarjee and others, the Trustees of the said trust created by Late. Mr. PestanjeeArdaseerHormarjee by the said Deed of Settlement dated 11.07.1911 of the other part, the said SerinbaiPestanjeeHormarjee and others became entitled to enter upon the Plot No. 727 of the said Society as the substitute tenants of the society for the purpose of erecting a building thereon the said Board at the request and by the direction of the said society thereby demised and the said society confirmed unto the said Serinbai and other all that piece and parcel of land bearing Plot No. 727, land forms a portion of New Survey No. 1180, of Dadar-Matunga Estate of the Trustees for the Improvement District of Bombay, Matunga Division with the building thereon assessed by the Bombay Municipality under F Ward No. 6838 (11), Ward No. 6838 (10) and Ward No. 6836 (71), situated at Parsi Colony, Dadar together with the building standing therein to hold the same unto the said Serinbai and others as Joint Tenants from 25.01.1923 or the terms of 999 years, on the terms and conditions contained therein.

- d) It is observed from the documents submitted before us that by virtue of Indenture of Lease dated 16.09.1930, registered with the Office of Sub Registrar of Assurances at Bombay under Serial No. 4495 of Book No. I on 06.12.1930, executed by and between Trustees of Improvement of the City of Bombay as the Board of the one part the Parsi Central Association Co-operative Housing Society as the Society of the second part and the said SerinbaiPestanjeeHormarjee, NasarvanjeePestanjeeWadia, CursetjeePestanjeeWadia (remaining trustees of the said trust) the said trustees for the Improvement of the City of Bombay after reciting that by an Agreement dated 09.07.1927 registered with the Office of Sub Registrar of Assurances at Bombay under Serial No. 3644 of 1929 between Trustees of Improvement of the City of Bombay of the one part AND Parsi Central Association Co-operative



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Housing Society of the other part, the said Society became entitled by itself or its substitute tenants to enter upon the several plots of the Dadar-Matunga Estate of the Board and by an Agreement dated 07.11.1929 made between the said Parsi Central Association Co-operative Housing Society of the one part AND SerinbaiPestanjeeHormarjee and others, the Trustees of the said trust created by Late. Mr. PestanjeeArdaseerHormarjee by the said Deed of Settlement dated 11.07.1911 of the other part, the said SerinbaiPestanjeeHormarjee and others became entitled to enter upon the Plot No. 726 of the said Society as the substitute tenants of the society for the purpose of erecting a building thereon the said Board at the request and by the direction of the said society thereby demised and the said society confirmed unto the said Serinbai and other all that piece and parcel of land bearing Plot No. 726, land forms a portion of New Survey No. 1180, of Dadar-Matunga Estate of the Trustees for the Improvement District of Bombay, Matunga Division with the building thereon assessed by the Bombay Municipality under F Ward No. 6838 (11), Ward No. 6838 (10) and Ward No. 6836 (71), situated at Parsi Colony, Dadar together with the building standing therein to hold the same unto the said Serinbai and others as Joint Tenants from 25.01.1923 or the terms of 999 years, on the terms and conditions contained therein.

- e) It is observed from the documents submitted before us that by virtue of Indenture of Lease dated 19.09.1933, registered with the Office of Sub Registrar of Assurances at Bombay under Serial No. 4042/1 of Book No. 1 on 01.12.1933, executed by and between Trustees of Improvement of the City of Bombay as the Board of the one part the Zoroastrian Building Society Ltd as the Society of the second part and the said SerinbaiPestanjeeHormarjee, NasarvanjeePestanjeeWadia, CursetjeePestanjeeWadia (remaining trustees of the said trust) the said trustees for the Improvement of the City of Bombay after reciting that by an Agreement dated 12.10.1926 registered with the Office of Sub Registrar of Assurances at Bombay under Serial No. 6361 between Trustees of Improvement of the City of Bombay of the one part AND Zoroastrian Building Society Ltd of the other part, the said Society became entitled by itself or its substitute tenants to enter upon the several plots of the Dadar-Matunga Estate of the Board and by an Arrangement made between the said Zoroastrian Building Society Ltd of the one part AND SerinbaiPestanjeeHormarjee and others, the said SerinbaiPestanjeeHormarjee and others became entitled to enter upon the Plot No. 688 of the said Zoroastrian Building Society Ltd as the substitute tenants of the society for the purpose of erecting a building thereon the said Board at the request and by the direction of the said Zoroastrian Building Society Ltd, the Board



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demised and the said society confirmed unto the said Serinbai and other all that piece and parcel of land bearing Plot No. 688, land forms a portion of New Survey No. 1180, of Dadar-Matunga Estate of the Trustees for the Improvement District of Bombay, Matunga Division with the building thereon assessed by the Bombay Municipality under F Ward No. 6838 (11), Ward No. 6838 (10) and Ward No. 6836 (71), situated at Parsi Colony, Dadar together with the building standing therein to hold the same unto the said Serinbai and others as Joint Tenants from 19.09.1922 or the terms of 999 years, on the terms and conditions contained therein.

- f) It is observed from the documents submitted before us that by virtue of Indenture of Lease dated 19.09.1933 executed by and between Trustees of Improvement of the City of Bombay as the Board of the one part the Zoroastrian Building Society Ltd as the Society of the second part and the said Serinbai Pestonjee Hormarjee, Nasarvanjee Pestonjee Wadia, Cursetjee Pestonjee Wadia as the Lessees of the other part, registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No. 4546 of Book I Part II on 01.12.1933, the said Serinbai Pestonjee Hormarjee and others covenanted with the said Zoroastrian Building Society Ltd, that they lessees their heirs, executors, administrators and assigns will not suffer or permit any building or building then or thereafter standing on the said land or any part thereof to be occupied or used for purpose of residence by any person who is not a member of the Parsi Zoroastrian Community, on the terms and conditions contained therein.
- g) It is observed from the documents submitted before us that the said Pestonjee Ardaseer Hormarjee died on 24.02.1924 and also the said Serinbai wife of Pestonjee Ardaseer Hormarjee one of the trustee died on 27.02.1942. Further that by virtue of Deed of Appointment of New Trustees dated 22.12.1943 executed by and between Nusserwanjee Pestonjee Wadia and Cursetjee Pestonjee Wadia of the one part AND Adi Cursetjee Pestonjee Wadia, Mary Cursetjee Pestonjee Wadia, Ruty Cursetjee Pestonjee Wadia of the other part, the said Adi Cursetjee Pestonjee Wadia, Mary Cursetjee Pestonjee Wadia, Ruty Cursetjee Pestonjee Wadia were appointed Trustees jointly with the said Nusserwanjee Pestonjee Wadia and Cursetjee Pestonjee Wadia, the said Principal Indenture as modified by the said Deed of Poll dated 27.08.1923, the said Deed of Appointment of New Trustees is duly registered with the Sub Registrar of Assurances at Bombay under Serial No. 227 of Book No. I on 23.06.1944.
- h) It is observed from the documents submitted before us that the said



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Cursetjee Pestonjee Wadia died on 25.10.1968 and the said Adi Cursetjee Pestonjee Wadia died on 08.02.1982, the continuing Trustees are desirous of appointing the New Trustees to be trustees jointly with the continuing trustees in the place of Cursetjee Pestonjee Wadia, Adi Cursetjee Pestonjee Wadia and Chauhan Ratnaji Mistry, the New Trustees have consented to act as such trustees.

- i) It is observed from the documents submitted before us that by virtue of Registered Indenture dated 04.02.1983 executed by and between Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia as the Continuing Trustee of the one part AND Feroze Hormasji Bamboat as the New Trustee of the other part, the said Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia had admitted the said Feroze Hormasji Bamboat as the new Trustee of the said Trust, on the terms and conditions stipulated therein.
- j) It is observed from the documents submitted before us that by virtue of Agreement for Sale dated 21.03.1983 executed by and between Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia and Feroze Hormasji Bamboat as the Vendors of the one part AND Shubh Enterprises as the Purchaser of the other part, the said Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia and Feroze Hormasji Bamboat had sold, transferred and assigned all rights, title and interest of all that piece and parcel of open plot of land bearing Plot No. 727, Plot No. 726, C. S. No. 573A/10 86 573/10, land forms a portion of New Survey No. 1180 8s Plot No. 688, bearing 584/10, land forms a portion of New Survey No. 1109, of Dadar-Matunga Estate of the Trustees for the Improvement District of Bombay, Matunga Division with the building thereon assessed by the Bombay Municipality under F Ward No. 6838 (11), Ward No. 6838 (10) and Ward No. 6836 (71), situated at Parsi Colony, Dadar, for a consideration and on the terms and conditions contained therein.
- k) It is observed from the documents submitted before us that by an Order dated 19.07.1983 bearing Ref No. J/4/201/83/16755 issued by Charity Commissioner of Maharashtra the permission under section 36 of the Bombay Public Trust Act, 1950 was accorded to the said Agreement for Sale. Further that the Office of the Appropriate Authority, Bombay by an order dated 05.03.1987 bearing No. App. A 1547/Cest/86-87 certified its no objection to the transfer as proposed by the Agreement for Sale dated 21.03.1983.
- l) It is observed from the documents submitted before us that by virtue of Registered Indenture dated 24.02.2000 executed by and



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between Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia and Feroze Hormasj iBamboat as trustees of the public trust known as P. A. Hormarjee Charities as the Assignors of the one part AND Shubh Enterprises as the Assignee of the other part, the said assignors had assigned all rights, title and interest in respect of all that piece and parcel of open plot of land bearing Plot No. 727, Plot No. 726, C. S. No. 573A/10 & 573/10, land forms a portion of New Survey No. 1180 & Plot No. 688, bearing 584/10, land forms a portion of New Survey No. 1109, of Dadar-Matunga Estate of the Trustees for the Improvement District of Bombay, Matunga Division with the building thereon assessed by the Bombay Municipality under F Ward No. 6838 (11), Ward No. 6838 (10) and Ward No. 6836 (71), situated at Parsi Colony, Dadar to Shubh Enterprises, for a consideration of Rs. 13,21,000/- and on the terms and conditions contained therein. The said Indenture is duly registered with the office of Sub Registrar of Assurances at Mumbai under Serial No. BBE-895/2000 on 24.02.2000.

II) EVIDENCE OF TITLE OF PROPERTY:

- a) By virtue of Agreement for Sale dated 21.03.1983 executed by and between Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia and Feroze Hormasj iBamboat as the Vendors of the one part AND Shubh Enterprises as the Purchaser of the other part, the said Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia and Feroze Hormasj iBamboat had sold, transferred and assigned all rights, title and interest of all that piece and parcel of open plot of land bearing Plot No. 727, Plot No. 726, C. S. No. 573A/10 & 573/10, land forms a portion of New Survey No. 1180 & Plot No. 688, bearing 584/10, land forms a portion of New Survey No. 1109, of Dadar-Matunga Estate of the Trustees for the Improvement District of Bombay, Matunga Division with the building thereon assessed by the Bombay Municipality under F Ward No. 6838 (11), Ward No. 6838 (10) and Ward No. 6836 (71), situated at Parsi Colony, Dadar, for a consideration and on the terms and conditions contained therein.
- b) Vide Order dated 19.07.1983 bearing Ref
No. J/4/201/83/16755 issued by Charity Commissioner of Maharashtra the permission under section 36 of the Bombay Public Trust Act, 1950 was accorded to the said Agreement for Sale. Further that the Office of the Appropriate Authority, Bombay by an order dated 05.03.1987 bearing No. App. A 1547/Cest/86-87 certified its no objection to the transfer as proposed by the Agreement for Sale dated 21.03.1983.
- c) Vide Registered Indenture dated 24.02.2000 executed by and between



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Mary Cursetjee Pestonjee Wadia, Rutty Cursetjee Pestonjee Wadia and Feroze Hormasji Bamboat as trustees of the public trust known as P. A. Hormasjee Charities as the Assignors of the one part AND Shubh Enterprises as the Assignee of the other part, the said assignors had assigned all rights, title and interest in respect of all that piece and parcel of open plot of land bearing Plot No. 727, Plot No. 726, C. S. No. 573A/10 85 573/10, land forms a portion of New Survey No. 1180 85 Plot No. 688, bearing 584/10, land forms a portion of New Survey No. 1109, of Dadar-Matunga Estate of the Trustees for the Improvement District of Bombay, Matunga Division with the building thereon assessed by the Bombay Municipality under F Ward No. 6838 (11), Ward No. 6838 (10) and Ward No. 6836 (71), situated at Parsi Colony, Dadar to Shubh Enterprises, for a consideration of Rs. 13,21,000/- and on the terms and conditions contained therein. The said Indenture is duly registered with the office of Sub Registrar of Assurances at

Mumbai under Serial No. BBE-895/2000 on 24.02.2000, and the said Shubh Enterprises becomes the legal owner of the said plot of land and are entitled to redevelop the same upon obtaining the necessary permission from the competent authorities.

CERTIFICATE

In the circumstance mentioned hereinabove, on perusal of the documents furnished to us and after taking search in the Sub Registrar of Assurance at Mumbai for period of 30 years from 1987 to 2016.

We certify that the title of the aforementioned property owned by Shubh Enterprises is clear, marketable and free from encumbrances.

Yours faithfully,



Adv. Sunil P. Lahane