

REPORT ON TITLE

TO WHOMSOEVER IT MAY CONCERN

Re: ALL THAT piece and parcel of leasehold land or ground together with the building standing thereon as Saroj Sadan consisting of ground and two upper floors and which leasehold land bears Plot No. 297 of Dadar-Matunga Estate, Scheme V admeasuring about 884 sq. yards, equivalent to 739.13 sq. mtrs. or thereabouts and bearing New Survey No. 859 of Dadar Matunga (South) Division and bearing CS No. 229/10 situated at Sir Bhalchandra Road, Matunga, Mumbai 400 019 and bounded as follows:-

On or towards the North East : By Bhimani Street
On or towards the South East : By Sir Bhalchandra Road
On or towards the North West : By Plot No. 296
On or towards the South West : By Plot No. 288

AND

The entire vacant Second Floor of the said building Saroj Sadan, having a total built up area of 2927.42 sq. ft. and an open terrace above the second floor having a built up area of 2621.43 sq. ft. with a passage at terrace level having built up area of 69.03 sq. ft. and one out building (motor garage) having built up area of 191.60 sq. ft. in the compound (hereinafter referred to as "THE SAID PREMISES");

1. We are issuing this Report on Title in respect of the title of M/s. Sahaj Buildcom, who has acquired the above properties.
2. We have perused the following documents:-
 - (a) Indenture of Lease dated 15th October, 1941;
 - (b) Probate of the Will dated 8th May 1963 of Ashabai Bhawanji Khimji from the Hon'ble Bombay High Court on 13th September, 1969 in T. & I. J. Petition No. 70 of 1967;

- (c) Deed of Transfer dated 18th June, 1970 between Bhawanji Narsey Chheda and Mrs. Ashabai Bhawanji Khimji;
- (d) Deed of Declaration dated 22nd June, 1970 of Mr. Bhawani Arjan Khimji;
- (e) Probate of late Bhawanji Arjan Khimji dated 29th September, 1972;
- (f) Deed of Transfer dated 18th January, 2006 between Bhawanji Narsey Chheda and Hanskumar Bhawanji Khimji;
- (g) Deed of Rectification dated 15th December, 2010;
- (h) Deed of Assignment-cum-Sale dated 30th July, 2013 in favour of M/s. Sahaj Buildcom;
- (i) Public Notice issued in Free Press Journal on 20th April, 2013 and public notices issued in Navshakti on 26th April, 2013 and 7th May, 2013.

3. Our observations and findings are as under:-

- (i) By an Indenture of Lease dated 15th October, 1941 made between the Municipal Corporation for the City of Bombay, therein and hereinafter called "the Corporation" of the First Part, Madhusudan Damodar Bhatt therein called "the Commissioner" of the Second Part, Bhawanji Arjan Khimji, Bhanji Devji Khimji therein called "the Confirming Parties" of the Third Part and Mrs. Ashabai Bhawanji Arjan Khimji therein called "the Lessee" of the Other Part and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 5313 of Book No. 1 on 23rd January, 1942, the said Municipal

Corporation for the City of Bombay granted a lease in perpetuity commencing from 11th September 1935 in favour of Mrs. Ashabai Bhawanji Khimji in respect of Plot of land bearing Plot No. 297 of Dadar Matunga Estate, Scheme-V, admeasuring 884 sq. yards equivalent to 739.13 sq. metres or thereabouts bearing New Survey No. 859, Dadar-Matunga (South) Division, and bearing CS No. 229/10 together with the building standing thereon known as "Saroj Sadan" consists of ground and two upper floors and more particularly described in the First Schedule hereunder written (hereinafter called "the said property") at or for the yearly lease rent and the terms, conditions, covenants and stipulations on the part of the Lessee to be paid, observed and performed as therein contained;

- (ii) The said Mrs. Ashabai Bhawanji Khimji died at Mumbai on 25th June, 1966 leaving behind her, her Last Will and Testament dated 8th May, 1963 whereby she appointed Bhawanji Narsey Chheda as the Executor of her said Will;
- (iii) Bhawanji Narsey Chheda in his capacity as the Executor of the said Will applied for and obtained Probate in respect of the Will dated 8th May 1963 of the said Ashabai Bhawanji Khimji from the Hon'ble Bombay High Court on 13th September, 1969 in T.&I. J. Petition No. 70 of 1967;
- (iv) By a Deed of Transfer dated 18th June, 1970 made between the said Bhawanji Narsey Chheda in his capacity as the Exccutor of the said Will dated 8th May, 1963 of the said Mrs. Ashabai Bhawanji Khimji, herein called the Transferor of the One Part and Bhawanji Arjan Khimji

therein called the Beneficiary under the said Will dated 8th May, 1963 of the said Ashabai Bhawanji Khimji of the Other Part and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 2085 of 1070 of Book No. I on 2nd September, 1970, the said Bhawanji Narsey Chheda in his capacity as the Executor of the said Will transferred the said property to Bhawanji Arjan Khimji and as a result thereof, Bhawanji Arjan Kimji became the absolute owner of the said property;

- (v) By a Deed of Declaration dated 22nd June, 1970 the said Bhawanji Arjan Khimji declared that he is the Karta of his joint and undivided Hindu family which then consisted of himself, his son Hanskumar Bhawanji and his daughter-in-law Bharati Hanskumar Khimji and declared that on and from the date of the execution of the said Declaration, he unequivocally declared that he has relinquished his independent ownership rights in the said property and impressed the said property with the character of his joint Hindu Undivided Family property and threw the said property into the common hotch-pot of the said Hindu Undivided Family.
- (vi) The said Bhawanji Arjan Khimji died on or about 27th September, 1970 leaving behind him his Last Will and Testament dated 11th July, 1957 along with two Codicils dated 18th March, 1970 and 23rd July, 1970 whereby he appointed Bhawanji Narsey Chheda as the Executor thereof and bequeathed the said property to the Assignors/ Vendors herein.

- (vi) Bhawanji Narsey Chheda in his capacity as the Executor of the said Will of the late Bhawanji Arjan Khimji applied for and obtained Probate in respect of the Will dated 11th July, 1957 from the Hon'ble Bombay High Court on 29th September, 1972.
- (viii) By a Deed of Transfer dated 18th January, 2006 made between the said Bhawanji Narsey Chheda in his capacity as the Executor of the said Will dated 11th July, 1957 of the late Bhawanji Arjan Khimji, therein called the Transferor of the One Part and Hanskumar Bhawanji Khimji therein called the Beneficiary of the Other Part and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BBE-2/545 of 2006, the said Bhawanji Narsey Chheda in his capacity as the Executor of the said Will transferred the said property to Hanskumar Bhawanji Khimji;
- (ix) In the said Deed of Transfer the name of the beneficiary was mentioned on the first page, at line seven of the said Deed as "Hanskumar Bhawanji Khimji" instead of "Hanskumar Bhawanji Khimji Karta of the Hanskumar Bhawanji Khimji HUF" and in the Schedule mentioned therein the name of the building was written as "Saroj Sadan" and not "Saroj Sadan a HUF property";
- (x) By a Deed of Rectification dated the 15th day of December, 2010 made between Bhawanji Narsey Chheda therein called "the Transferor" of the One Part, and the Assignors therein called "the Beneficiary" of the Other Part, and registered with the office of the Sub Registrar of

Assurances at Bombay under Serial No. BBE-2 9812 of 2010, the aforesaid errors were rectified;

- (xi) Thereafter the said M/s. Sahaj Buildcom initiated talks with the owners to acquire all their right, title and interest in the said properties. Pursuant to the same, a Public Notice was issued in Free Press Journal on 20th April, 2013 and in Navshakti on 26th April, 2013 and 7th May, 2013 inviting claims, if any, to the title of the above named persons viz. Hanskumar Bhawanji Khimji and Bharti Hans Khimji. No claims have been received pursuant to the said public notice.
- (xii) By a Deed of Assignment-cum-Sale dated 30th July, 2013 between Hanskumar Bhawanji Khimji karta of Hanskumar Bhawanji Khimji HUF as the Vendors and M/s. Sahaj Buildcon as the Purchasers, whereby the Vendors have assigned and sold all their right, title and interest under the Indenture of Lease dated 15th October, 1941 as far as they relate to the piece and parcel of land along the entire second floor as more particularly described in the First and Second Schedule hereunder written in favour of the Purchasers. The said document is stamped and registered.

4. Thus the Purchasers are the absolute owners of the properties described in the First and Second Schedules hereunder written.

5. In view of the above, we opine that the title of M/s. Sahaj Buildcom to the properties mentioned in the First and Second Schedules is clear and marketable and free from all encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of leasehold land or ground together with the building standing thereon as Saroj Sadan consisting of ground and two upper floors and which leasehold land bears Plot No. 297 of Dadar-Matunga Estate, Scheme V admeasuring about 884 sq. yards, equivalent to 739.13 sq. mtrs. or thereabouts and bearing New Survey No. 859 of Dadar Matunga (South) Division and bearing CS No. 229/10 situated at Sir Bhalchandra Road, Matunga, Mumbai 400 019 and bounded as follows:-

On or towards the North East :	By Bhimani Street
On or towards the South East :	By Sir Bhalchandra Road
On or towards the North West :	By Plot No. 296
On or towards the South West :	By Plot No. 288

THE SECOND SCHEDULE ABOVE REFERRED TO

The entire vacant Second Floor of the said building Saroj Sadan, having a total built up area of 2927.42 sq. ft. and an open terrace above the second floor having a built up area of 2621.43 sq. ft. with a passage at terrace level having built up area of 69.03 sq. ft. and one out building (motor garage) having built up area of 191.60 sq. ft. in the compound (hereinafter referred to as "THE SAID PREMISES");

Dated this 22nd of April, 2014.

Yours faithfully,
M/s. Thakore Jariwala & Associates


Partner