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Ref. No. 484/11

Date _____

Date: 15th November, 2011

To,

M/s. M.K India Enterprises

Re: Property bearing C.S. No. 108/1721 of Mandvi
Division admeasuring 971.57 sq. mtrs. or
thereabouts

SMT. ZENI WD/O MOHAMMED HUSAIN GHADIALI &
ORS. ... OWNERS

M/S. M.K INDIA ENTERPRISES ... DEVELOPERS

Under instructions of **M/S. M.K INDIA ENTERPRISES**, We have investigated the title to the above captioned property more particularly described in the Schedule hereunder written and report as under:

1. By an Indenture of Lease dated 20th October, 1948 registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 5260 and made between the (1) Municipal corporation of Greater Mumbai and (2) Shri Bhallal Khushaldas Patel, the Municipal commissioner of Greater Mumbai, as the Lessors therein and M/s. MiahKhan Adamji Estate Ltd. as the Lessees, the said Lessors did thereby demise unto the Lessees in perpetuity all that piece and parcel of leasehold land or ground being Plot No. 94 situate, lying and being at Dr. Maheshwari Road, Mumbai containing by admeasurement an area of 971.57 sq. mtrs. and bearing C. S. Nos. 108/1721 of Mandvi Division and more particularly described in the Schedule thereunder written and in the schedule hereunder written, hereinafter referred to as 'the said property'.

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2. By diverse Deeds of Assignment, the said property ultimately came to be assigned in perpetuity unto 1) Nanabhai Essofali Ghadiali, 2) Ebrahim Essofali Ghadiali and 3) Mohamed Husein Essofali Ghadiali as the Lessees who became entitled to the said property as Tenants-in-common having equal shares.
3. By virtue of a Deed of Partition dated 13th November, 1975 the said Ebrahim Essofali Ghadiali, did thereby release and relinquish his one-third share right title interest in the said property in favour of the said [1] Nanabhai Essofali Ghadiali and the said [2] Mohamed Husein Essofali Ghadiali who became entitled to the said property as Tenants-in-common each having a one-half share in the said property.
4. The said Mohamed Husain Essofali Ghadiali died on 14th October, 1975 leaving behind his widow [1] Smt. Zeni, his three sons [2] Shabbar [3] Asgar [4] Yusuf and his two married daughters [5] Shehnaz alias Lubaina Dawood Jhanjaria and [6] Sabira alias Farida Iqbal Merchant as his only legal heirs in accordance to the Shia Muslim Dawoodi Bohra Law by which he was governed at the time of his death.
5. The said Nanabhai Essofali Ghadiali died on 18th February 1980 and his widow Smt. Namabai died on 31st December, 1993 leaving behind her four sons [1] Imdad [2] Zakir [3] Zueb [4] Yusuf and his daughter [5] Aliza as her only legal heirs in accordance to the Shia Muslim Dawoodi Bohra Law by which she was governed at the time of her death.
6. By a Declaration cum Indemnity dated 29th June, 2004 the heirs of the Deceased [1] Nanabhai Essofali Ghadiali and [2] Mohamed Husain Essofali Ghadiali were brought on record in the Property card in respect of the said property.

7. By a duly stamped and registered Deed of Family arrangement made at Mumbai on 19th December, 2007 between the heirs of the deceased Nanabhai Essofali Ghadiali and the heirs of the deceased Mohamed Husain Essofali Ghadiali, the heirs of Nanabhai Essofali Ghadiali did thereby record confirm and declare that the heirs of the deceased Mohamed Husain Essofali Ghadiali, would be entitled to the piece and parcel of land bearing Plot No. 94 bearing C. S. No. 108/1721 admeasuring 971.57 sq. mtrs. as absolute owners thereof with each group having full right and absolute authority to deal with, dispose off or develop their respective properties.

8. In the premises, [1] SMT. ZENI WD/O MOHAMMED HUSAIN GHADIALI [2] MS. SHEHNAZ ALIAS LUBAINA D/O. MOHAMMED HUSAIN GHADIALI AND WIFE OF DAWOOD JHANJHARIA [3] MS. SABIRA ALIAS FARIDA D/O. MOHAMMED HUSAIN GHADIALI AND WIFE OF IQBAL MERCHANT [4] SHABBIR S/O. MOHAMMED HUSAIN GHADIALI [5] ASGAR S/O. MOHAMMED HUSAIN GHADIALI and [6] YUSUF S/O. MOHAMMED HUSAIN GHADIALI being the heirs of the deceased Mohamed Husain Essofali Ghadiali, became alone entitled to the under mentioned leasehold property bearing C. S. No.108/1721 of Mandvi Division [hereinafter referred to as "the said property"] and more particularly described in Schedule hereunder written.

9. By a Development Agreement dated 10th May 2008 and registered with the Sub Registrar of Assurances at Bombay under Serial No. BBI-2/7604/2008 and made between the said SMT. ZENI WD/O MOHAMMED HUSAIN GHADIALI & Ors as Owners therein and you M/S. M.K INDIA ENTERPRISES as Developers therein the said Owners have granted unto you

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Development-cum-Sale rights in respect of the said property more particularly described in the Schedule hereunder written.

10. The said property described in the Schedule hereunder written comprises of structures, premises wherein are in use and occupation of monthly tenants. The Property Register Card remains to be mutated by deletion of the names of the heirs of Late Nanabhai Ghadiali who have relinquished their interest in terms of the aforerecited Family Arrangement.
11. We have perused search notes taken at the office of the Sub-Registrar of Assurances at Mumbai as well as the revenue record, title deeds, Property Register Card and Declaration on Title of the Owners, as also have caused Public Notices inviting claims to be published in Free Press Journal and Janmabhoomi Newspapers (and in respect whereof no claim have been received) and on the basis thereof and subject to what is stated herein we are of the opinion and do hereby Certify that the OWNERS SMT. ZENI MOHAMMED GHADIALI & OTHERS have a clear marketable title free of encumbrances and reasonable doubts to the undermentioned property.
12. You M/S. M.K INDIA ENTERPRISES as the appointed Developers of the property described in the Schedule hereunder written are accordingly entitled to develop the said property in accordance with the Development permissions as may be granted by the Concerned Authorities.

THE SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT piece and parcel of land or ground together with the messuage tenements or building standing thereon containing an area of 1,162 sq. yards equivalent to 971.57 sq. mtrs. or thereabouts

situate lying and being on Plot No.94 of the Nowroji Hill Estate of the Mumbai Municipal Corporation in the City and Island and in the Registration District of Mumbai; and which piece of land forms portion of New Survey No.3639 and bears Cadastral Survey No.108/1721 of Mandvi Division and the said premises are assessed by the Assessor and collector of Municipal Rates and Taxes under "B" Ward Nos.4195(3) and 41953(A) and bearing Street Nos.58 to 62E, 2-2E, 2F-21 but according to the latest Municipal bills the premises bear "B" Ward No.4195(3) and Street Nos.58-62E New Chinch Bunder Road now known as Dr. Maheshwari Road and No.2E Nowroji Hill Road No.5 and "B" Ward No.4195(3A) and Street Nos.2F-21 Nowroji Hill Road No.4 and bounded as follows, that is to say:

On the North East by	:	Plot No.80 of the said Estate leased to Miakhan Adamji Estates Private Limited;
On the South East by	:	Chinch Bunder Road;
On the South West by	:	No.5 Nowroji Hill Road; and
On the North West by	:	a Ten feet service passage;

Dated this 15 day of November, 2011.

For Kishore Thakordas & Co.

Partner

Advocates & Solicitors