

D S A

DIVYA SHAH ASSOCIATES
advocates, solicitors and notaries

DMS/

/2010

OF ALL WHOM THESE PRESENTS CONCERN

Re. ALL THAT place or parcel of Leasehold land situate on the 11th Road (Khar) in the Village of Bandra Taluka South Salsette District Bombay Suburban in the Registration Sub-District of Bandra and District Bombay Suburban being Plot No.166 and 175 in the Suburban Scheme No.VII (Khar) admeasuring 1311 sq. yards equivalent to 1096.1 sq. mtrs. or thereabouts bearing CTS Nos. 597, 598, 599 together with a residential bungalow standing thereon known as "Lalit Kunj" along with an outhouse together with 10 shares of the Laxmi Co-operative Housing Society Limited bearing Distinctive Nos.001 to 010 and bounded as follows:

On or towards the North by : 9th Road
On or towards the South by : plot Nos 167/175
On or towards the East by : plot No 174/175
On or towards the West by : 11th Road

1. We have investigated the title of **SHISHIR GORDHANDAS SHAH** ("the said Original Owner") as to the aforesaid property by perusing relevant original title deeds and by causing to take searches in the office of the Sub-Registrar of Assurances at Bombay, Bandra, Andheri for 61 years i.e. from the year 1948 to 2009 and also by causing to publish public notices in two news papers namely the Free Press Journal in its issue dated 10th November 2009 and Mumbai Samachar in its issue dated 10th November 2009.
2. We have also investigated the title of **Vijay Thakkar** ("the said Present Owner") by perusing the Agreement for Assignment dated 23rd October 2009 executed by and between Shishir Gordhandas Shah (as Assignor) and Vijay Thakkar (as Assignee) and registered with the office of the Sub Registrar of Assurances at Bandra on the 23rd day of October, 2009 under registration No. BDR-4/09721/2009 and Deed for Assignment dated 20th January 2010 executed by and between Shishir Gordhandas Shah (as



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Assignor) and Vijay Thakkar (as Assignee) and registered with the office of the Sub-Registrar of Assurances at Bandra on 20th January 2010 under Serial No. BDR-4/ 00711/2010. Upon perusal of the title deeds we have to state as follows:-

3. One Popatlal Govindlal Shah was a member and registered shareholder of Laxmi Co-operative Housing Society Ltd. and as such member he was holding 10 fully paid up shares of Rs.50/- each bearing Distinctive Nos. 001 to 010 issued under Share Certificate No. One (the said Shares) and was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece of leasehold land situate at 11th Road, Khar in the Laxmi Co-operative Housing Society Limited bearing Plot Nos.166 and 175, admeasuring 1311 sq. yards equivalent to 1096.1 sq. mts. (the said Plot) together with the residential bungalow standing thereon known as "Lalit Kunj" (the said Bungalow) along with an outhouse (hereinafter referred to as "the said Property").
4. The said Popatlal Govindlal Shah became entitled to the said property in the manner set out hereinafter:
 - a) By an Indenture of Lease dated 14th March 1925 and made between The Laxmi Co-operative Housing Society Limited, (as the Landlord of the One Part) and Popatlal Govindlal Shah, (as the Tenant of the Other Part) and registered with the Sub-Registrar of Assurances at Bombay on 23rd September 1925 under Register No.1526 at Pages 108 to 112 Volume 117 of additional Book No.I on 23rd September 1925 Bombay, the Landlord thereby granted in favour of the said Tenant lease of a plot of land situate at 11th and 9th Road, Khar bearing Plot No.166, Suburban Scheme No.VII (Khar) admeasuring 1008 sq. yds. and described in the Schedule thereunder written.
 - b) By a Deed of Surrender of Lease dated 11th August 1929 and Registered with the Sub-Registrar of Assurances at Bombay on 22nd August 1929 under No.3747 of Book No.I Bombay, one Ramniklal Tapidas Mehta surrendered in favour of the Laxmi Co-



- operative Housing Society Limited, Plot No.175 of Suburban Scheme No.VII admeasuring 700 square yards.
- c) By a Perpetual Lease dated 11th August 1929 and registered with the Sub-Registrar of Assurances at Bombay under No.3748 of 1929 of Book No.I and made between the Laxmi Co-operative Housing Society Limited, (as Landlord of the One Part) and Popatlal Govindlal Shah (as the Tenant of the Other Part) the Landlord granted a portion of Plot No.175 admeasuring 386 square yards of Village Bandra in favour of Popatlal Govindlal Shah the Lessee in perpetuity.
 - d) By an Indenture of Assignment dated 11th August 1929 and registered with the Sub-Registrar of Assurances at Bombay under No.3745 of Book No.I dated 27th August 1929 and executed between Popatlal Govindlal Shah therein called the Vendor of the One Part and Laxmi Co-operative Housing Society Limited as the society of the Second Part and Prabhashanker Kashiram Padhya therein called the Purchaser of the Third Part, the Vendor therein with the consent of the said Society assigned to the Purchaser a piece of land situate at Khar admeasuring 83 sq. yards being a portion of plot Nos.166 and 175 in the Suburban Scheme No.VII (Khar) of the Development Department Bombay.
 - e) The Original Lease dated 14th March 1925 (the said Lease) is granted by the Laxmi Co-operative Housing Society Limited in favour of Popatlal Govindlal Shah and the said Lease document is registered with the Sub-Registrar of Assurances in Bombay under Register No.1526 of Book No.I Bombay of 1925 dated 23rd September 1925.
5. The said Popatlal Govindlal Shah died at Bombay on 13th January 1969, prior thereto having made his last Will and Testament dated 18th May 1967 whereby he devised and bequeathed the said Property to his daughter Vinodini Gordhandas Shah.

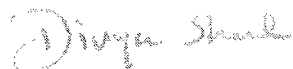


6. Madhukar Thakordas Munim (Solicitor) and Vinodini Gordhandas Shah the Executors of the last Will of the Popatlal Govindlal Shah obtained from the Hon'ble High Court of Judicature at Mumbai in its Testamentary & Intestate Jurisdiction, Probate of the last Will and Testament of the said Popatlal Govindlal Shah on 3rd August 1971.
7. In the circumstances, Vinodini Gordhandas Shah the mother of the Owner herein became absolutely entitled to the said Property.
8. Vinodini Gordhandas Shah died on 26th June 1984 leaving behind her surviving her husband Gordhandas Ratilal Shah and her two sons Dilip Gordhandas Shah and Shishir Gordhandas Shah and one daughter Dolly Gordhandas Shah as her only heirs and legal representatives as per the Hindu Succession Act 1956 by which she was governed.
9. Gordhandas Ratilal Shah, died on 18th January 1991 leaving him surviving his two sons Shishir Gordhandas Shah and Dilip Gordhandas Shah and one daughter Dolly Gordhandas Shah as his only heirs and next of kins as per Hindu Succession Act 1956 by which he was governed.
10. Dolly Gordhandas Shah died intestate as a spinster on 22nd June 2005 leaving behind her surviving her two brothers Shishir Gordhandas Shah and Dilip Gordhandas Shah as her only heirs and legal representative as per Hindu Succession Act 1956 by which she was governed.
11. In the circumstances, recited hereinabove each of the two brothers Shishir Gordhandas Shah and Dilip Gordhandas Shah became the Owners and each one became equally entitled to the half share in the said Property (along with ten shares of the Laxmi Co-operative Housing Society Limited bearing Distinctive Nos.001 to 010 under Share Certificate No. One (1) dated 16th March, 1991 (the said Shares) issued in lieu of original Share Certificate No. One (1) which was defaced and mutilated).
12. By a Deed of Release made and executed on 8th day of October, 2009 between the said Dilip Gordhandas Shah (therein called the Releasor of



the One Part) and the Original Owner namely Shishir Gordhandas Shah (therein called the Releasee of the Other Part) and registered with the Sub Registrar of Assurances at Mumbai on the 8th day of October, 2009 under registration No. BDR-1/9900/2009 the said Dilip Gordhandas Shah on account of natural love and affection which he had towards his brother Shishir Gordhandas Shah, the said Original Owner, did without any monetary consideration renounce and released his undivided half share, right, title, and interest in the said property along with his half share in the ten shares of the Society and more particularly described in the Schedule thereunder written in favour of the said Original Owner being the Releasee therein absolutely to the intent and purposes that the Releasor's half share in the property and in the ten shares of the society belonged absolutely to and vested in the Releasee to the exclusion of the Releasor and all persons claiming under him.

13. Thus by virtue of the said Deed of Release dated 8th day of October, 2009, the said Shishir Gordhandas Shah became absolutely entitled to the said property .
14. By an Agreement for Assignment dated 23rd October, 2009 and registered with the office of Sub Registrar of Assurance at Bandra under Serial No. BDR-4/09721/2009 executed by and between the said Original Owner and the said present Owner, the Original Owner agreed to sell, convey, transfer and assign his right, title and interest in the said Property and the said shares to the Present Owner for the consideration and on the terms and conditions setout therein.
15. By a Deed for Assignment dated 20th January 2010 and registered with the office of Sub Registrar of Assurance at Bandra under Serial No. BDR-4/ 00711/2010 executed by and between the said Original Owner and the said present Owner, the Original Owner sold conveyed, transferred and assigned his right, title and interest in the said Property absolutely in favour of the Present Owner for the consideration and on the terms and conditions setout therein.



16. We hereby confirm that we have not received any objection / claim in response to the public notices caused to be published by us. We have also not found any charge, clog on title registered in respect of the above-referred property with the Office of Sub-Registrar of Assurances at Bombay and Bandra and/or in the City Survey Office.
17. The Present Owner has represented to us that he has not created any charge on the said property by way of mortgage or otherwise howsoever.
18. On the basis of investigations we hereby certify that the title of original owner to the said Property is clear and marketable and on the basis of the documents perused by us and what is stated hereinabove, we hereby certify that the title of the present owner to the said Property is clear marketable and free from encumbrances of any nature whatsoever.

Dated this 4th day of February, 2010.

Yours Faithfully,
Divya Shah Associates


Partner