

ANNEXURE - C

MULLA & MULLA & CRAIGIE BLUNT & CAROE

(REGISTERED)
ESTABLISHED 1895

TELEPHONE
2044960 (5 LINES)
2876121 (8 LINES)

Advocates, Solicitors and Notaries

MULLA HOUSE, 51 MAHATMA GANDHI ROAD,
MUMBAI - 400 001.

022-2040246 / 2044717 (NAT.)
91-22-2040246 / 2044717 (INT.)

E : Mail

mullas@vsnl.com

TELEX

011-838674MUL-IN

TELEGRAM

LEGER MUMBAI

N. B. MISTRY

(CONSULTANT)

E. B. DESAI
C. M. POPAT
E. A. K. FAIZULLABHOY
H. D. NANAVATI
A. P. MAVANI
B. H. ANTIA
B. S. BHESANIA
S. D. COLABAYWALLA
N. N. MULLA
S. J. THACKER
R. K. KRISHNAMURTHI
C. N. MISTRY
Y. P. DANDIWALA
D. J. KAKKALA
H. S. R. VAKIL
J. N. MISTRY
S. B. JIJINA
T. A. MAVANI
R. N. MULLA

OUR REF. BSB/ 4860

TO WHOMSOEVER IT MAY CONCERN

SCHEDULE OF THE PROPERTY

All that piece or parcel of agricultural land and ground hereditaments and premises commonly known as "Mulla Baug" bearing Survey Nos.312(part), 313, 314, 315, 316(part), 317, 318(part), 319(part), and 321(part) , admeasuring in aggregate approximately 43.37 acres together with the farm house thereon lying and being and situate at Mouje (village) Majiwade Taluka, Sub-District and District of Thane and bounded as follows:-

On or towards the East - Land agreed to be conveyed to M/s.Lok

Holdings but as of date standing in the name of the Owners;

On or towards the South- By proposed D.P Road;

On or towards the West- By Forest Land

On or towards the North- By Forest land.

Under instructions of our clients, Mr.Fardun Nadirshah Mulla, Mr.Navel Nadirshah Mulla, Mr.Rustam Navel Mulla, Mr.Maneck Navel Mulla, Mrs.Dinavan A. Mehta (hereinafter referred to as " the Owners").

(A) We have perused the following documents:-

- 1) Copy of Indenture of Conveyance dated 8th July 1944 made between Bomnaji Hornnusi Taraporewalla and Another And Mr.Nadirshah Rustanji Mulla and Meherbai N.Mulla; whereunder the said Nadirshah and the said Meherbai purchased thereunder approx.87 acres and 27 $\frac{3}{4}$ Gunthas of agricultural land (the original property);
- 2) Copy of Indenture of Sale dated 28th February 1974 made between Nadirshah Rustanji Mulla and Another And Uni-Abex Alloy Products Ltd; whereunder the said Nadirshah and the said Meherbai sold thereunder 10.57 acres.of the original property.
- 3) Copy of Indenture of Sale dated 29th March 1974 made between Nadirshah Rustanji Mulla and Another And Universal Ferro and Allied Chemicals Ltd; whereunder the said Nadirshah and the said Meherbai sold thereunder 9.42 acres of the original property

- 4) Copy of Indenture of Sale dated 5th August 1974 made between Nadirshah Rustamji Mulla and Another And Dai-ichi Karkaria Pvt Ltd, whereunder the said Nadirshah and the said Meherbai sold thereunder 4.99 acres of the original property
- 5) Copy of the Order dated 10th March 1980 passed by the Deputy Collector (Private Forest), Thane under Section 6 of the Maharashtra Private Forest (Acquisition Act), 1975; with respect to the balance property [original property less property sold]
- 6) Copy of Probate of the Will of late Mr.Nadirshah R.Mulla dated 7th May 1990 in Bombay High Court Testamentary Petition No.124 of 1985; whereby the Owners became entitled to 100% of the right, title and interest of the late Nadirshah Rustamji Mulla in the balance property.
- 7) Copy of Probate of the Will of late Mrs.Meherbai Nadirshah Mulla dated 21st October 1992 in Bombay High Court Testamentary Petition no.229 of 1992; whereby the Owners became entitled to 100% of the right, title and interest of the late Meherbai Nadirshah Mulla in the balance property.
- 8) Copy of the Order dated 27th October 1999 embodying thereunder Consent Terms dated 26th October 1999 filed in Bombay High Court, Suit No. 2104 of 1999 entered into

between the Owners and M/s.Lok Holdings, whereunder the balance property was sub-divided, leaving the Scheduled Property with the Owners.

- 9) Copy of the Order dated 3rd October 2000 passed by the Additional Collector and Competent Authority, Thane Urban Agglomeration under the provisions of Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976;
- 10) Copies of the relevant 7/12 Extracts of Village Majiwade. Thane with respect to the Schedule Property.

(B) We have also carried out search in the office of the Sub-Registrar of Assurances at Mumbai and confirm that there are no encumbrances whatsoever with respect to the property described in the Schedule hereinabove written.

On examination of the documents enlisted hereinabove, it is clear that the property described in the schedule belongs to the owners absolutely, and that the Owners alone have the power to deal with and/or alienate and/or sell the scheduled property.

We may however clarify that the land admeasuring 14 acres as recorded in the above referred Consent Terms dated 26th October 1999, has been duly demarcated but till date has not been conveyed to the said

M/s.Lok Holdings; since the said M/s.Lok Holdings have not as yet called upon the Owners to transfer the said land to their name, despite the Owners continuing willingness to do so.

It is also noted that there is a right of way granted to the said Uni-Abex Alloy Products Ltd, Universal Ferro and Allied Chemicals Ltd and Dai-ichi Karkaria Pvt Ltd. in terms of the said three indentures of Conveyance in favour of each of such parties. There is also a right of way to the said M/s.Lok Holdings in terms of the Consent Terms dated 26th October 1999. All the aforesaid rights of way are limited to the existing common road on Survey No.321 (part), and with respect to M/s.Lok Holdings there is also some common right of way on part of Survey No.319(part) as delineated on the plan annexed to the said Consent Terms.

On the basis of the aforesaid and subject to what is stated aforesaid the title of the Owners with respect to the property described in the schedule hereinabove written is clear, marketable, free from encumbrances, charges and reasonable doubts.

Dated this 21st day of February 2002.

Yours faithfully,

Mulla & Mulla & Craigie Blunt & Caroe

Partner

