## L D SHAH & CO

ADVOCATES SOLICITORS & NOTARY

L.D. Sesser

SHADROW SHAPE

SENERAL ASSURANCE BLDS OF EAR 838 D N ROAD HUHBAI 400 00 I

PETITE FLEUR BS RAHADE ROAD SHIVAJI PARK HUMBAI 400 DZG TEL ZHAB ROB7/2894/7207 FAX (022) ZHAB BHAS E-HAIL (HPS@LDEHAR) ZG

## TO WHOMSOEVER IT MAY CONCERN

- Prior to 1962 it appears that (1) Mahadev Damodar Kini (2) Vinayak Damodar Kini (3) Hari Damodar Kini (4) Ramchandra Mahadev Kini (5) Kamlakar Mahadev Kini (6) Kesarinath Mahadev Kini (7) Yeshwant Hari Kini (8) Vasant Mahadev Kini (9) Keshav Mahadev Kini (10) Madhukar Ramchandra Kini and (11) Devidas Yeshwant Kini ('Lessors') were entitled to the plot of land presently situate at Datta Mandir Road Bhandup (West) Mumbai 400 078 within the limits of Greater Mumbai in the revenue village of Bhandup taluka Kurla (Mulund) in the district and registration sub district of Mumbai City and Mumbai Suburban formerly bearing Old Survey no 55 and 56(part) New Survey No 209 and now bearing CTS No 303(p) admeasuring 53,767 sq yrds ie 44,956.20 sq mts ('Entire Plot').
- 2 By a Deed of Lease dated 23<sup>rd</sup> June 1962 registered under no BND/1595 of 1962 on the same day with the Sub-Registrar at Bandra ('Lease') the Lessors granted unto K Mahadev and Company Private Limited ('Lessee') the lease in respect of the said Entire Plot for the period of ninetynine (99) years commencing from 1<sup>st</sup> January 1963 and for the rent and upon the covenants therein mentioned.
- 3 By an Agreement dated 3<sup>rd</sup> December 1962 registered under No 2849 of 1962 on the same day with the Sub-registrar at Bandra made between (1) Jaywant Mahadev Kini (2) Mohan Jaywant Kini and (3) Ashok Jaywant Kini of the one part and the Lessee of the other, the said Jaywant Mahadev Kini and Ors confirmed ratified and adopted the said Lease.
- By a Deed of Sub Lease dated 11th May 1963 registered under no BND/1163 of 1963 on the same day with the Sub-Registrar at Bandra ('Sub Lease') the said Lessee granted unto Patel Rolling Mills the sub lease in respect of the sub divided land bearing Plot no 6 admeasuring 6,165 sq yrds ie 5,156.60 sq mts forming a part of the said Entire Plot ('Plot') with the factory buildings and structures thereon ('Factory Buildings') for a period of ninety-five (95) years commencing from 1st January 1963 and for the rent and upon the covenants therein mentioned.

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- 5 The said Plot with the Factory Buildings thereon shall hereinafter collectively be referred to as the 'Property'.
- 6 By a Consent to Assign dated 11<sup>th</sup> September 1967 the Lessee granted unto Patel Rolling Mills the permission to assign and transfer the sub lease in respect of the said Property unto Nariman Khurshedji.
- 7 By a Deed of Assignment dated 11<sup>th</sup> October 1967 registered under no BOM/R/4122 of 1967 on 30<sup>th</sup> March 1968 with the Sub-Registrar at Mumbai, Patel Rolling Mills assigned and transferred unto Nariman Khurshedji its leasehold right title and interest in the said Property subject to the said Lease and Sub Lease and on the terms and conditions therein mentioned.
- 8 By its Letter bearing No M/6/12/87 dated 31<sup>st</sup> March 1987 the Lessee granted unto Nariman Khurshedji the permission to assign and transfer the sub-lease in respect of the said Property unto Print House (India) Private Limited (then known as Mazda Hospital & Industrial Equipment Private Limited) ('Assignor') upon payment of the compensation of Rs 36,990/- to the Lessee.
- By an Agreement dated 12<sup>th</sup> August 1987 readwith a Deed of Assignment dated 28<sup>th</sup> January 1988 registered under no S/BBJ/275 of 1988 on the same day with the Sub-Registrar at Mumbai the said Nariman Khurshedji assigned and transferred unto the said Assignor its leasehold right title and interest in the said Property subject to the said Lease and Sub Lease and on the terms and conditions therein mentioned.
- 10 In the circumstances the Assignor became seized possessed and absolutely entitled to leasehold rights in respect of the said Property
- 11 The name of the Assignor was changed to its present name and a Fresh Certificate of Incorporation consequent on the change of name was granted by the Deputy Registrar of Companies on 29th December 1999. Accordingly the name of the Assignor was mutated in the records of the City Survey and the Property Register Card as the Sub-Lessee in respect of the said Property.
- 12 By an Order bearing No C/Desk-II-D/LND/NAP/SR K-443 dated 14<sup>th</sup> October 2003 issued by the Collector Mumbai Suburban District has granted his permission to convert the user of the said Property to Non Agricultural Industrial use.

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- 13 By a letter dated 29<sup>th</sup> December 1999, the Lessee confirmed the leasehold rights of the Assignor and granted to the Assignor- Print House India Private Limited the unequivocal permission to assign transfer the rights granted to them to its prospective assignee/transferee.
- In or about 10<sup>th</sup> October 2010 the industrial activity/factory of the Assignor on the said Property was discontinued and the Assignor shifted most of its employees to its present factory at Rabale Navi Mumbai. The residual employees were paid their dues and settled. By its letter bearing No NAHPRA-102011/PR No 150/KAM-2 dated 22<sup>nd</sup> February 2012 the State Government granted its NOC to the closure of the factory. By an Order bearing No KAAA/NAHPRA/PR No 90/2011/ KARYASAN-7 dated 17<sup>th</sup> March 2012 the Labour Commissioner of Industries has granted the closure of the factory on the said Property.
- By a Deed of Assignment dated 24th December 2013 registered under No 10850 of 2013 with the Sub Registrar at Kurla-1 on 27th December 2013, the said Assignor assigned and transferred and the Lessee confirmed unto Krishna Enterprise ('Assignee') the leasehold rights in the said Property.
- We have caused the public notices to be issued, the searches to be taken in the records of the competent Sub Registrars, inspected the aforesaid title deeds in original and otherwise investigated the title of the Assignee to the said Property and state that in our opinion the same is clear and free from all encumbrances beyond reasonable doubts and as such marketable

Mumbai, Dated this 27th day of June 2014

For L D Shah & Company

Advocates Solicitors & Notary