

18 OCT 1991

(9062-91)

IN THE BOMBAY CITY CIVIL COURT AT BOMBAY  
SUIT NO. 9172 OF 1990.

Kunverji Premji & Ors.....Plaintiffs.

Versus

Badruddin Jivraj Peerbhoy  
and Ors.....Defendants.

Ex.A  
Sd/-  
26-8-91.

CERTIFIED COPY OF:

CONSENT DECREE

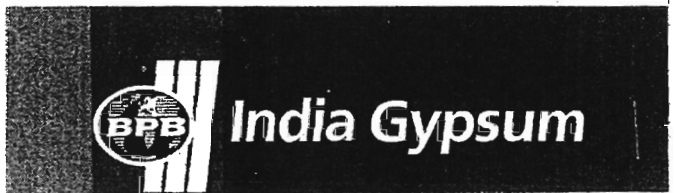
Dated this 26th day of August, 1990.

By Court consent Decree  
each plot was given separate  
CTS No. and sublease for  
each was given by all members  
to respective plot owner for  
98 years (one year less than original  
term)  
No sub-division



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(4)

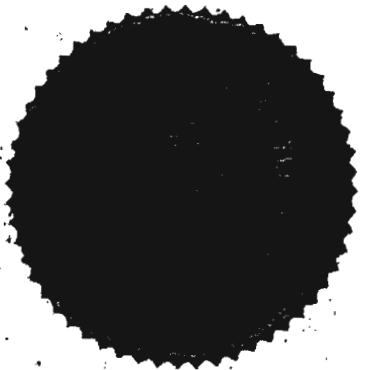
Ex-A

26/3/18

IN THE BOMBAY CITY CIVIL COURT AT BOMBAY

SUIT NO. 9172 OF 1990

- 1. Kunverji Premji )
- 2. Mahendra Ravji )
- 3. Kekin Kunverji )
- 4. Rasik Kunverji )
- 5. Ramesh Ravji )
- 6. Smt. Laxmiben Ravji ) ... Plaintiffs.




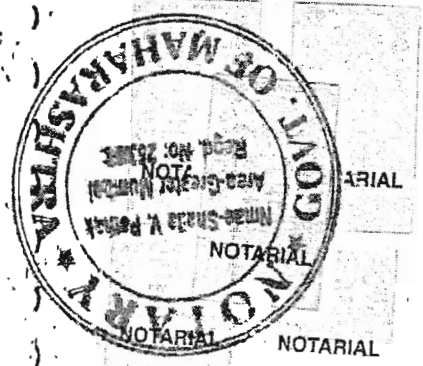
16 MAR 2018

Versus

CERTIFIED TO BE TRUE - COPY

- 1. Badrudin Jivra; Peerbhoy )
- 2. Tajdin Jivra; Peerbhoy )
- 3. Mulchand Bhavanji )
- 4. Popatlal Bhavanji )
- 5. Dhiraajlal Maganlal )
- 6. Maherbai Nadirshah Mulla )
- 7. Fardun Nadirshah Mulla )
- 8. Naval Nadirshah Mulla )
- 9. Amratlal Karsandas Makwana )
- 10. Mohanlal Karsandas Makwana )
- 11. Nanalal Karsandas Makwana )
- 12. Mrs. Dina Phiroz Cooper )
- 13. Damji Jethubhai )
- 14. Lakhamshi Arjan Dedhia )
- 15. Maganlal Arjan Dedhia )
- 16. Talakshi Arjan Dedhia )
- 17. Pheroze Bomanshaw Cooper )

  
**SHAILA V. PATHAK**  
 Advocate & Notary  
 3/9 Gundecha Chambers,  
 N. M. R. C., Fort, Mumbai - 400 023.  
 Notary Reg. No. 263/88  
 Mch. No.: 9324528491



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18. Tulsi Estates Pvt. Ltd. )  
19. Zia Sadruddin Peerbhoy )  
20. M/s. Bonny Enterprises )  
21. Pravin Himatlal Khandar )  
22. Narendra Himatlal Khandar )  
23. Kishore Himatlal Khandar. )  
24. Mukesh Himatlal Khandar )  
25. M/s. Super Construction Co. )  
26. Kishor Properties Pvt. Ltd. )  
27. Mazgaon Kishant Co-op. )  
Housing Society Ltd. )  
28. New Prabhat Darshan Co-op. )  
Housing Society Ltd. ) .. Defendants.



AGREED AND DECLARED that the Plaintiffs and Defendants Nos. 1 to 18 are the present co-lessees, hereinafter collectively referred to as "the co-lessees" of the property more particularly described in EX. "A" to the Plaint being the same as described in the First Schedule hereunder written, hereinafter referred to as "the said Larger Property" and shown on the plan thereof annexed hereto and thereon delineated by a red coloured boundary line, hereinafter referred to as "the said Plan" by virtue of the Indenture of Lease dated 22nd January 1968, hereinafter referred to as "the Head-lease" executed by the Governor of Maharashtra, hereinafter referred to as "the Head Lessor" and registered with the Sub-Registrar of Assurances at Bombay under serial No. 2313 and 2314 of 1968 in respect of the said larger property in favour of the predecessors in title of the co-lessees.

2. AGREED AND DECLARED THAT THE Agreement between the Plaintiffs and the Defendants Nos. 1 to 18 and the deceased Ravji Pteraji, Mrs. Rehmatbai widow of Jivraj Peerbhoy, Sadruddin

Jivraj Peerbhoy, Maneck Korshi, Devji Korshi, Narayandas Karsandas Makwana, Liladhar Arjan Dedhia, Himatlal Narottandas Khandhar, Maherbai Nadirshah Mulla and Ambalal Gulabchand and Harakchand Gulabchand all hereinafter referred to as "the said deceased and other Lessees" as the Co-lessees of the said larger property for sub-lease of Plot No. 1 to, it forming part of the said larger property in favour of the Plaintiffs, and the Defendants interse as particularised in Exhibit "C" to the Plaint is valid and subsisting and be specifically performed and the same be carried into execution as set out herein.

3. **AGREED AND DECLARED THAT:**

(a) Defendants Nos. 1, 2 and 19 are in possession of Plot No. 1 forming part of the said larger property, hereinafter referred to as "the said plot No. 1" and marked as No. 1 on the said plan and which said plot No. 1 is more particularly described in the Second Schedule hereunder written, as sub-lessees thereof from 15th October, 1968.

9b) Defendants Nos. 1, 2 and 19 are the owners of the structures standing on the said plot No. 1 and that the Municipal taxes and outgoings in respect thereof are being paid by the Defendants Nos. 1, 2 and 19.

4. **ORDERED AND DECREED** that this Decree, do operate as a sub-lease from the co-lessees in favour of Badrudin Jivraj Peerbhoy, Tajdin Jivraj Peerbhoy and Zia Saddurdin Peerbhoy being Defendant No. 1, 2 and 19 herein in respect of the said



Plot No. 1 more particularly described in the Second Schedule hereunder written and marked as No.1 on the said plan annexed hereto hereinafter referred to as "the sub-lessees of the said Plot NO. 1 for the residuary period of 99 years granted by the Head Lease less one month at the rent of Rs. 137.48 p. per annum payable by the sub-lessees of the said Plot No.1 to the Co-lessees for the period of sub lease without any deduction whatsoever subject to payment of all taxes by the sub-lessees of the said plot No.1 in respect of the said plot No.1 (Municipal taxes are not payable by the co-lessees as the structure on the said plot No.1 is owned by the Defendants Nos. 1, 2 and 19 and the said taxes are being paid by them) on the terms and conditions contained in the Annexure "A" hereto.

AGREED AND DECLARED THAT:

(a) Sherior Khudabax Irani was the monthly tenant of the predecessors in title of the co-lessees and thereafter is such tenant of the co-lessees of open Plot No.2/1 forming part of the said larger property hereinafter referred to as "the said plot No.2/1" and marked as No. 2/1 on the said plan and more particularly described in the Third Schedule hereunder written.

(b) The structures standing on the said Plot No. 2/1 have been constructed by the said Sherior Khudabax Irani and the rents and profits from the tenants/occupants of the said structures are being collected by the said Sherior Khudabax Irani and that the Municipal taxes and outgoings in respect thereof are being paid by the said Sherior Khudabax Irani.

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(c) The Co-lessees have agreed to grant sub-lease in respect of the said Plot No. 2/1 in favour of Plaintiffs herein with effect from 15th October 1968 subject to the monthly tenancy of the said Sherior Khudabax Irani in respect of the said Plot No. 2/1 for the residuary period of Head lease less one month.

6. ORDERED AND DECREED that this Decree do operate as a sub-lease from the co-lessees in favour of Kunvarji Premji, Mahendra Ravji, Kekin Kunverji Rasik Kunverji, Ramesh Ravji and Smt. Laxmiben Ravji being Plaintiffs herein in respect of the said Plot No. 2/1 more particularly described in the Third Schedule hereunder written and marked as No. 2/1 on the said plan annexed hereto, hereinafter referred to as "the sub-lessees of the said Plot no. 2/1 for the residuary period of 99 years granted by the Head Lease less one month (subject to the monthly tenancy of the said Shrior Khudabax Irani in respect thereof) at the rent of Rs. 237.64 ps. per annum payable by the Sub lessees of the said plot No.2/1 to the co-lessees for the period of the sub-lease without any deduction whatsoever subject to the payment of all taxes in respect to the said Plot No. 2/1 by the sub lessees of the said Plot No. 2/1 (Municipal taxes are not payable by the co-lessees as the structure on the said plot No. 2/1 is owned by the said Sherior Khudabax Irani and the said taxes are being paid by him) together with the right to collect rent in respect of the said plot No. 2/1 from the said Sherior Khudabax Irani and/or his heirs, executors, administrators and assigns, on the terms and conditions contained in the Annexure "A" hereto.

7. AGREED AND DECREED THAT:

(a) the Plaintiffs are in possession of Plot No. 2/2 forming part of the said larger property, herein after referred to as "the said plot No. 2/2".



and marked as No. 2/2 on the said plan and more particularly described in the Fourth Schedule hereunder written as a sub-lessee thereof from 15th October, 1968.

(b) The Plaintiffs are the owners of the structure standing on the said Plot No. 2/2 known as "Premeagar" and that the Municipal taxes and outgoings in respect thereof are being paid by the Plaintiffs.

8. ORDERED AND DECREED that this Decree do operate as a sub-lease from the co-lessees in favour of Kunverji Premji, Mahendra Ravji, Keki Kunverji, Rasik Kunverji, Ramesh Ravji and Smt. Laxmiben Ravji being the Plaintiffs herein respect of the said Plot No. 2/2 and more particularly described in the Fourth Schedule hereunder written and marked as No. 2/2 on the said plan annexed hereto hereafter referred to as "the sub-lessees of the said Plot No. 2/2" for the residuary period of 99 years granted by the Head lease less one month at the rent of Rs. 659.90 per annum payable by the sub-lessees in respect of the said Plot No. 2/2 to the co-lessees for the period of the sub-lease without any deduction whatsoever subject to the payment of all taxes in respect of the said Plot No. 2/2 by the sub-lessees of the said plot No. 2/2 (Municipal taxes are not payable by the co-lessees as the structure on the said plot No. 2/2 is owned by the Plaintiffs and the said taxes are being paid by them) on the terms and conditions contained in the Annexure "A" hereto.

9. AGREED AND DECLARED THAT:



Y.H. Curmally was the monthly tenant of the predecessor in title of the co-lessees and thereafter is such tenant of the co-lessees of a portion hereinafter referred to as "the said portion" of Plot No. 2/3 forming part of the said larger property hereinafter referred to as "the said Plot No.2/3" and marked as No. 2/3 on the said plan and more particularly described in the Fifth Schedule hereunder written;

Schedule V

(b) The structures standing on the said portion have been constructed by the said Y.H. Curmally and the rents and profits from the tenants/occupants of the said structures are being collected by the said Y.H. Curmally and/or his assigns and that the Municipal taxes in respect thereof are being paid by the said Y.H. Curmally and/or his assigns;

(c) On the remaining portion of the said Plot No. 2/3 there is a building owned by the co-lessees hereinafter referred to as "the said building" and the tenements of the said building are occupied by five monthly tenants (one of whom is the said Y.H. Curmally also)

(d) That the co-lessees have filed the following suits in the Court of small causes at Bombay against the said Y.H. Curmally in respect of the said portion and against the tenants of the said building for ejectment hereinafter referred to as "the said





pending suits in the Court of Small Causes"

No. 1) LE & C 25/31 of 1985

No. 2) RAE 1924 of 1988

No. 3) 6636 of 1985

- (e) The Co-lessees have agreed to grant sub-lease in respect of the said Plot NO. 2/3 in favour of the Plaintiffs herein with effect from 15th October 1968 subject to the monthly tenancy of the said Y.H. Curmally in respect of the said portion and subject to the monthly tenancy of the several tenants of the said building for the residuary period granted by the Head Lease less one month.

10. ORDERED AND DECREED that this Decree do operate as a sub-lease from the Co-lessees in favour of Kunverji Premji, Mahendra Ravji, Kekan Kunverji, Rasik Kunverji, Ramesh Ravji and Laxmiben Ravji being the Plaintiffs herein in respect of the said Plot No. 2/3 and more particularly described in the Fifth Schedule hereunder written and marked as No. 2/3 on the said plan hereinafter referred to as "the sub-lessees of the said Plot No. 2/3" together with the said building standing on the remaining portion of the said Plot No. 2/3 and owned by the co-lessees for the residuary period of 99 years granted by the Head lease less one month subject to the monthly tenancy of the said Y.H. Curmally in respect of the said portion and subject to the monthly tenancy of several tenants in respect of the said building standing on the remaining portion at the rent of Rs. 252.96 per annum payable by the sub-lessees in respect of Plot No. 2/3 to the co-lessees for the period of the sub-lease without any deduction whatsoever subject to the payment of all taxes by the



(12)

Sub-lessees of the said plot No. 2/. (Municipal taxes are not payable by the co-lessees in respect of the structures on the said portion as structures on the said portion of the said Plot No. 2/3 is owned by said Shri Y.H. Curmally and that said taxes are being paid by him and the Municipal taxes in respect of the said building on the remaining portion being Rs. 3084.00 per annum are being paid by the co-lessees) together with the right to collect rent from the said Y.H. Curmally and/or his heirs, executors, administrators and assigns in respect of the said portion and to receive rent from the tenants of the said building together with the right to continue the said pending suits in the Court of Small Causes, on the terms and conditions contained in the Annexure "A" hereto.

1. AGREED AND DECLARED THAT:

(a) The co-lessees are the owners of the building hereafter referred to as "the said building" standing on plot No. 2/4 forming part of the said larger property hereafter referred to as "the said Plot NO. 2/4 and marked as No. 2/4 on the said plan and more particularly described in the Sixth Schedule hereunder written and the tenements of the said building and open plot are being occupied by several persons as monthly tenants/occupiers and that the BMC tax payable for the said building is Rs. 7874.00 p.a.

(b) That the co-lessees have filed the following suit for ejectment against the tenants/occupiers of the said building in the Court of Small Causes hereinafter referred to as "the said pending suits" in the Court of Small Causes at Bombay"

(1) No. 4934 of 1981

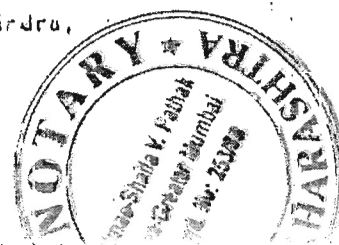


(c) The Co-lessees have agreed to grant sub-lease in respect of the said Plot No.2/4 in favour of the Plaintiffs herein with effect from 15th October, 1968 subject to the monthly tenancy of the several tenants of the said building standing on the said Plot No. 2/4 for the residuary period granted by the Head Lease less one month.

12. ORDERED AND DECREED that this Decree do operate as a Sub-Lease from the Co-lessees in favour of Kunverji Premji, Manendra Ravji, Kekin Kunverji, Rasik Kunverji, Ramesh Ravji, and Smt. Laxmiben Ravji, being the Plaintiffs herein in respect of the said Plot NO. 2/4 and more particularly described in the Sixth Schedule hereunder written and marked as No. 2/4 on the said plan annexed hereto, hereinafter referred to as "the sub-lessees of the said Plot No. 2/4" together with the said building standing thereon for the residuary period of 99 years granted by the Head Lease less one month subject to the occupancy of the said building by several tenants/occupants at the rent of Rs. 343.24 per annum payable by the sub-lessees of Plot No. 2/4 to the co-lessees for the period of the sub-lease without any deduction whatsoever, subject to payment of all taxes in respect of the said building being Rs.7874.00 p.a. thereof and together with the right to collect rent from the tenants/occupants of the said building subject to the obligation to pay Municipal taxes and also subject to payment of all taxes together with the right to continue with the said pending suits in the Court of Small Causes on the terms and conditions contained by the Annexed "A" hereto.

13. AGREED AND DECLARED THAT:

- (a) (1) Pranjivan Morarji, (2) Ujjibai Durlabhji Narayan,  
(3) Odhavji Narbheraji, (4) Mangal Prasad Birdra,



SCII (VII)

(5) Syed Gulam Hussain and (6) Y.H. Curmally hereinafter referred to as "the said tenants of the several portions hereinafter referred to as "the said portions of plot NO. 2/3" forming part of the plot No. 2/3 which in its that forms part of the said larger property hereinafter referred as "the said Plot No. 2/3" marked as No. 2/3 on the said plan and more particularly described in, the Seventh Schedule hereunder written were respectively the tenants of the said portions at Plot NO. 2/3 of the predecessors in title of the co-lessees and are now such tenants of the co-lessees.

(b) The structures standing on the said portions of the Plot No. 2/3 have been constructed by the said tenants of the said portions and the rents and profits from the tenants/occupants of the structures respectively standing on the said several portions are being collected by the said tenants of the said portions and the municipal taxes and outgoings in respect thereof are being paid by the said tenants of the said portions.

(c) that on the remaining portion of the said Plot No. 2/3 there are several buildings, hereinafter referred to as "the said several buildings" owned by the co-lessees and occupied by several persons as monthly tenants/occupations and municipal tax is payable by the co-lessees in respect of the said several building/s is Rs. 6042/- per annum.



(d) that the co-lessees have filed the following suits against the said tenants of the several portions and also against the tenants/occupiers of the said several building standing on the remaining portion of the said Plot No. 2/3 in the Court of Small Causes hereinafter referred to as "the said, pending suits in the court of Small Causes" :

- 1) LE & C 133 of 1985
- 2) LE & C 424 of 1985
- 3) LE 1569 of 1985
- 4) LE&C 155 of 1985
- 5) 801 of 1980
- 6) 2345 of 1972
- 7) 802 of 1979
- 8) 4882 of 1979
- 9) 5506 of 1981
- 10) 5507 of 1981
- 11) 803 of 1979
- 12) 4562 of 1972
- 13) 2536 of 1973
- 14) 2573 of 1973
- 15) 2346 of 1972
- 16) 4561 of 1972
- 17) 4709 of 1972
- 18) 3515 of 1986
- 19) 2737 of 1986
- 20) 2711 of 1990

(e) The co-lessees have agreed to grant sub-lease in respect of the said plot No. 2/3 in favour of the



the Plaintiffs herein with effect from 15th Oct. 1968 subject to the monthly tenancy of the said tenants of the said portions and subject to the monthly tenancy of several tenants of the said several buildings standing on the remaining portion of the said plot No. 2/3 for the residuary period granted by the Head-lease one month.

14. ORDERED AND DECREED that this Decree do operate as a sub-lease from the co-lessees in favour of Kunverji Premji, Mahendra Ravji, Kekin, Kunverji, Rasik Kunverji Ramesh Ravji, and Smt. Laxmiben Ravji being the Plaintiffs herein in respect of the said Plot No. 2/3 and more particularly described in the seventh schedule hereunder written and marked as No. 2/3 on the said plan annexed hereto, hereinafter referred to as "the sub-lessees of the said Plot NO. 2/3" together with the said several buildings standing on the remaining portion of the said Plot NO. 2/3 and owned by the co-lessees for the residuary period of 99 years granted by the Head-lease less month subject to the monthly tenancy of the said tenants of the said portions and subject to the monthly tenancy of the several tenants of the said buildings at the rent of Rs. 1001.04 per annum payable by the sub-lessees of the said plot No. 2/3 to the Co-lessees for the period of sub-lease without any deduction whatsoever subject to the payment of all taxes by the sub-lessees of the said plot No. 2/3 to (Municipal taxes are not payable by the co-lessees in respect structures on the said several portion as structures of the said portion are owned by the said tenants of the said portions and the municipal taxes in respect of the said buildings on the remaining portion being Rs. 602/- per annum (are being paid by the co-lessees) together with the right to collect rent from said tenants of the said portions and/or their



respective heirs, executors, administrators and assigns and to receive rent from the tenants of the said buildings together with the right to continue the said pending suits in the court of small causes on the terms and conditions contained in the Annexure "A" hereto.

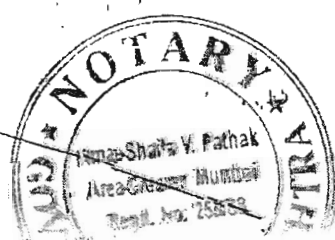
13. AGREED AND DECLARED THAT:

(a) Plot NO. 3 forming part of the said larger property hereinafter referred to as "the said Plot No. 3" and marked as No. 3 on the said plan and more particularly described in the Eighth Schedule hereunder written was in the possession of defendant No. 3, 4, the deceased Manek Korshi; the deceased Devji Korshi and/or the partnership firm of M/s. Bhavanji Tala & Co. as sub-lessees thereof from 15th October, 1968.

(b) The structure standing on the said plot no.3 was owned by the defendant No. 3, 4 the said deceased Manek Korshi, the said deceased Devji Korshi and/or the said firm of M/s. Bhavanji Tala & Co. and the Municipal taxes and out goings in respect thereof were being paid by the Defendant No. 3, 4 the said deceased Manek Korshi, the said deceased Devji Korshi and/or the said firm of M/s. Bhavanji Tala & Co.

(c) Differences and disputes arose between the Defendants No. 3, 4, the heirs and legal representatives of the said deceased Manek Korshi, the said deceased Devji Korshi and the partners of

(4)



(18)

the said M/s. Bhawanji Tala & Co., interae interalia in respect of the said Plot No. 3 and the structure standing thereon in respect of which suit No. 6096 of 1982 has been filed by the Defendant No. 3 herein which said suit is pending)

(ii) By an Order dated 27th April, 1983 in the Notice of Motion No. 3107 of 1982 taken out by the Plaintiffs in the said suit No. 6096 of 1982, Court Receiver High Court Bombay was appointed, receiver interalia in respect of the said Plot No. 3 and the Court Receiver High Court continue to be Receiver in respect of the said Plot No. 3

(iii) By a Consent Order of reference dated 27th June 1986 filed in the said suit the disputes between the parties in the said suit were referred to Arbitration and pending the Arbitration proceeding, the Defendants No. 3 and 4 herein were empowered to execute the necessary documents including Consent Terms for the purpose of granting sub-lease in respect of the plots forming part of the said larger property in favour of sub-lessees thereof except in respect of the said Plot No. 3.

(iv) In the premises the Defendants No. 3 and 4 have executed this consent terms for granting sub-lease in respect of the plots forming part of the said larger property other than the said Plot No. 3 herein.





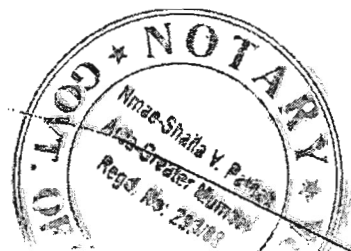
- (g) By reason of the pendency of the said suit and the appointment of the Court Receiver of the said Plot No. 3 no sublease is being granted by these consent terms in respect of the said Plot No. 3.
- h) The Co-lessees shall grant sub lease in respect of the said plot No. 3 upon the disposal of the said Bombay City Civil Court suit No. 6096 of 1982 in favour of such person or persons in accordance with the orders that may be passed by the Hon'ble Court in the said suit No. 6096 of 1982, hereafter referred to as "the sub-lessees of the said plot No. 3" as and when called upon, by the sub-lessees of the said plot No. 3 for residuary period of 99 years granted by the Head lease less one month at the rent of Rs. 54,20 p. per annum payable by the sub-lessees of the said plot No. 3 to the co-lessees for the period of the sub-lease without any deduction whatsoever subject to payment of all taxes in respect thereof (Municipal taxes are not payable by the co-lessees as the structure on the said Plot No. 3 is not owned by the co-lessees) and such sublease shall be executed only upon the orders being passed in the said Bombay City Civil Court No. 6096 of 1982, on the terms and conditions contained in Annexure "A" hereto.
- (i) For the purpose of executing sub lease in respect of the said Plot No. 3 upon the necessary Orders being passed in the said City Civil Court Suit No. 6096 of 1982 as provided in Sub-clause (h) above the co-lessees shall grant a power of Attorney in favour of Rasik Kunverji, Ramesh Ravji and Dhirajlal Magantlal, authorising any one of them to execute such sub-lease.



AGREED AND DECLARED THAT:

Sch. "X"

- (a) The Plaintiffs No. 1 to 5 as the present trustees of Premji Vershi Family Trust were in possession of Plot No. 4 forming part of the said larger property hereinafter referred to as "the said Plot No. 4" and marked as No. 4 on the said plan and more particularly described in the Ninth Schedule hereunder written as sub-lessees thereof from the date of the execution of the Head-lease.
- (b) The Plaintiffs No. 1 to 5 as trustees of the said Premji Vershi Family Trust agreed to sell the said Plot No. 4 to M/s. Super Construction Co. the Defendant No. 25 herein.
- (c) The Defendant No. 25 constructed a building on the said plot No. 4 known as 'Kaku Kunj' and sold tenements thereof to several tenants on "Ownership" basis.
- (d) In the premises Defendant No. 25 are the owners of structure standing on the said plot No. 4 and the Municipal taxes and outgoings in respect thereof are being paid by the Defendant No. 25.
- (e) The Plaintiffs have requested the co-lessees to grant a sub-lease in respect of the said Plot No. 4 in favour of the Defendant No. 25 and/or their nominees.

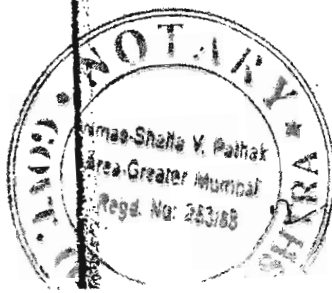


(f) The co-lessees shall grant a sub-lease in favour of Defendant No. 23 and/or their nominees in respect of the said Plot No. 4 more particularly described in the Tenth Schedule hereunder written and marked as No. 4 on the said plan annexed hereto hereinafter referred to as "the sub-lessees of the said Plot No.4" for the residuary period of 99 years granted by the head lease less one month at the rent of Rs. 474.84 p. per annum payable by the sub-lessees of the said plot No. 4 to the co-lessees for the period of sub-lease without any deduction whatsoever subject to payment of all taxes (Municipal taxes are not payable as the structure on the said Plot No. 4 is owned by the Defendant No. 23 and such taxes are paid by them and upon grant of sublease in favour of the nominees of Defendant No. 23 such taxes will be paid by such nominees) on the terms and conditions contained in the Annexure "A" hereto.

g) For the purpose of executing sub-lease as provided in sub-clause (f) hereof the co-lessees shall execute a power of Attorney in favour (1) Rasik Kshverji, (2) Ramesh Ravji, (3) Dhiraajal Maganlal to execute such sub-lease.

**AGREED AND DECLARED THAT:**

(a) The Defendants Nos. 1, 2 and 19 are in possession of plot NO.3 forming part of the said larger of the said larger property hereinafter referred to as "the said Plot No. 5" and marked as No. 5 on the said plan and more particularly described in the Tenth Schedule hereunder written as sub-lessees thereof from the date of the execution of the Head-lease.

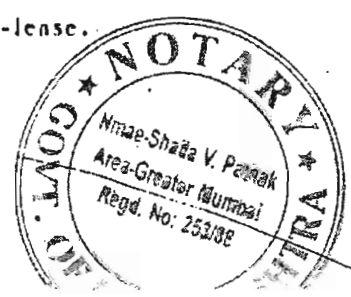


(a) Defendant Nos. 1, 2 and 19 are the owners of the structures standing on the said Plot No. 5 and that the municipal taxes and outgoings in respect thereof are being paid by the Defendants Nos. 1, 2 and 19.

18. ORDERED AND DECREED THAT this Decree do operate as a sub-lease from the co-lessees in favour of Burudin Jivraj Peerbhoy, Tajdin Jivraj Peerbhoy and Zin Sadruddin Peerbhoy being Defendant Nos. 1, 2 and 19 herein in respect of the said plot No.5 and more particularly described in the Tenth Schedule hereunder written and marked as No.5 on the said plan annexed hereto and hereafter referred to as the sub-lessees of the said Plot No.5" for the residuary period of 99 years granted by the Head-lease less one month at the rent of Rs. 294.60 p. per annum by the sub-lessees of Plot No.5 to the co-lessees for the period of the sub-lease without any deduction whatsoever (municipal taxes are not payable by the co-lessees as the structure on the said Plot No. 5 is owned by the Defendants Nos. 1, 2 and 19 and the said taxes are being paid by them) on the terms and conditions contained in the Annexure "A" hereto.

19. AGREED AND DECLARED THAT:

(a) Defendants No.5 was in possession of Plot No. 6, forming part of the said larger property hereinafter referred to as "the said Plot No. 6" and marked as No. 6 on the said plan and more particularly described in the eleventh schedule hereunder written as sub-lessees thereof from the date of the execution of the Head-lease.





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- b) The Defendant NO. 5 has constructed a building on the said plot No. 6 known as "Prabhat Apartments" and have sold tenement thereof to several persons on ownership basis.
- c) The purchases of the said several tenements have formed themselves into a Co-operative Society viz. New Prabhat Darshan Co-operative Housing Society Ltd. being Defendants No. 28 hereto.
- (d) In the premises Defendants No. 28 are the owners of the structure standing on the said Plot No. 6 and the municipal taxes and outgoings in respect thereof are being paid by the Defendants No. 28.
- (e) The co-lessees have at the request of the Defendant No. 5 agreed to the grant sub-lease in respect of the said plot No.6 in favour of Defendant No. 28 herein for residuary period of Head Lease less one month.

20. ORDERED AND DECREED that this Decree do operate as a sub-lease from the co-lessees in favour of New Prabhat Darshan Co-operative Housing Society Ltd., being Defendant NO. 28 herein in respect of the said Plot No. 6 and more particularly described in the Eleventh Schedule hereunder written and marked as No. 6 on the said plan annexed hereto and hereinafter referred to as "the sub-lessees of the said plot No.6" for the residuary period of 99 years granted by the Head lease less one month at the rent of Rs. 741.21 per annum payable by the sub-lessees of the said Plot No. 6 to the co-lessees for the period of the sub-lease

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: 21 :

without any deduction whatsoever subject to the payment of all taxes (municipal taxes are not payable by the co-lessees as the structure on the said Plot No. 6 is owned by the Defendant No. 28 and the said taxes are being paid by them) on the terms and conditions contained in the Annexure "A" hereto.

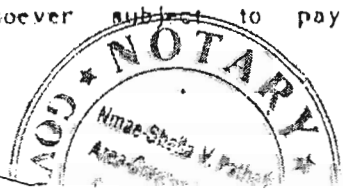
21. AGREED AND DECLARED THAT:

(a) MESSRS. DHUNJIBHOY ICE FACTORY PRIVATE LIMITED, was the monthly tenant of the predecessors in title of the Co-essees and thereafter as such tenant of the Co-lessees (and by mutual consent of the Co-lessee's attorned tenants to deceased Maherbai Nadirsha Mulla and defendants 7 and 8) of Plot No. 7 forming part of the said larger property (hereinafter referred to as "the said Plot No. 7") and marked as NC. 7 on the said Plan and more particularly described in the Fourteenth Schedule hereunder written.

SCH. XIV

(b) The structures standing on the said Plot No. 7 have been constructed by the said DHUNJIBHOY ICE FACTORY PRIVATE LIMITED and the factory portion of the same is being used and occupied by the said DHUNJIBHOY ICE FACTORY PRIVATE LIMITED and the rents and profits from the tenants/occupants of the remaining portion of the said structures are being collected by the said DHUNJIBHOY ICE FACTORY PRIVATE LIMITED and that the municipal taxes and outgoings in respect thereof are being paid by the said DHUNJIBHOY ICE FACTORY PRIVATE LIMITED.

22. ORDERED AND DECREE that this Decree do operate as a Sub-Lease from the Co-lessees in favour of FARDUN NADIRSHAH MULLA and NAVAL NADIRSHAH MULLA. being the Defendants 7 & 8 herein in respect of the said Plot No. 7, more particularly described in the Fourteenth Schedule hereunder written & marked as No. 7 on the said plan annexed hereto (hereinafter referred to as "the sub-lessee of the said Plot NO 7") for the residuary period of '99 years granted by the Head-lease less one month (subject to the monthly tenancy of the said DHUNJIBHOY ICE FACTORY PRIVATE LIMITED in respect thereof) at the rent of Rs. 1142.65 per annum payable by the Sub-Lessee of the said Plot No. 7 to the co-lessees for the period of the sub-lease without any deduction whatsoever subject to payment of all



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taxes in respect of the said Plot No. 7 by the sub-lessees of the said Plot No. 7 (municipal taxes are not payable by the Co-lessees, as the structures standing on the said Plot No. 7 are owned by the said DHUNJIBHOY ICE FACTORY PRIVATE LIMITED and the taxes are being paid by them) TOGETHER WITH the right to collect the rent in respect of the said Plot No. 7 from the said DHUNJIBHOY ICE FACTORY PRIVATE LIMITED and/or their successors in title or assigns on the terms and conditions contained in the Annexure "A" hereto.

23. AGREED AND DECREED THAT:

(a) Defendant Nos. 9, 10 and 11 are in possession of Plot No. 8 forming part of the said larger property hereinafter referred to as "the said Plot No. 8" and marked as No. 8 on the said plan and more particularly described in the Thirteenth Schedule hereunder written as sub-lessees thereof from the date of the execution of the Head-lease.

(b) Defendant Nos. 9, 10 and 11 are the owners of the structures standing on the said Plot No. 8 and the municipal taxes and outgoings in respect thereof are being paid by the Defendant Nos. 9, 10 and 11.

24. ORDERED AND DECREED that this decree do operate as a sub-lease from the co-lessees in favour of Amratlal Karsandas Makwana, Mohanlal Karsandas Makwana, Nanalal Karsandas Makwana being the Defendants Nos. 9, 10 and 11 herein in respect of the said plot No. 8 more particularly described in the Thirteenth Schedule hereunder written and marked as No. 8 on the said plan annexed hereto hereinafter referred to as "the sub-lessees of the said Plot NO. 8" for the residuary period of 99 years granted by the said Head lease less one month at the rent of Rs. 681.12 per annum payable by sub-lessees of plot No: 8 or the co-lessees for the period of sub-lease without any deduction whatsoever subject

XIII

XIII

(26)

to payment of all taxes (municipal taxes are not payable by the co-lessees as the structure on the said plot No. 8 is owned by the Defendants Nos. 9, 10 and 11 and the said taxes are being paid by them) on the terms and conditions contained in the Annexure "A", hereto.

25. AGREED AND DECLARED THAT:

- (a) Defendant No. 12 was in possession of Plot No. 9 forming part of the said larger property hereinafter referred to as "the said Plot No. 9" and marked as No. 9 on the said plan and more particularly described in the Fourteenth Schedule hereunder written as sub-lessee thereof from the date of the execution of the Head lease.
- (b) The Defendant No. 12 along with others agreed to sub-lease the said Plot No. 9 to M/s. Bonny Enterprises, the Defendant No. 20 herein, who constructed a building on the said plot No. 9 known as "Pearl Harbour" and sold tenements thereof to several persons on ownership basis.
- (c) The purchasers of the said several tenements have proposed to form themselves into a co-operative Housing Society.
- (d) In the premises the proposed Co-operative Society will be the owners of the structures standing on the said Plot No. 9 and the municipal taxes and outgoings in respect thereof which are presently paid by the Defendants No. 20 will become payable by the proposed Co-operative Society.





(e) The co-lessees shall grant a sub-lease in favour of the Defendant No. 12 and/or his nominees in respect of the said plot No. 9 more particularly described in the fourteenth Schedule hereunder written and marked as No.9 in the said plan annexed hereto hereinafter referred to as "the sub-lessees of the said Plot No.9" for the residuary period of 99 years granted by the head-lease less one month at the rent of Rs. 527.13 per annum payable by the sub-lessees of the said Plot No.9 to the co-lessees for the period of sub-lease without any deduction whatsoever subject to payment of all taxes (municipal taxes are not payable by the co-lessees as the structure on the said, Plot No. 9 is owned by the Defendant No. 20 and the said taxes are being paid by them on the terms and conditions contained in the Annexure "A" hereto.

(f) For the purpose of executing sub-lease as provided in sub-clause (e) hereof the co-lessees shall execute a Power of Attorney in favour of (1) Mrs. Dina Phiroze Cooper, (2) Phiroze B. Cooper (3) Bomanshaw Phiroze Cooper (4) Rasik Kunverji, and (5) Ramesh Ravji, to execute such sub-lease.

(g) The Defendant No. 12 shall execute a sub-lease in favour of the proposed Co-operative Society in terms of the Agreement between the Defendant No. 12 and the Defendant No. 20.

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AGREED AND DECLARED THAT :

- (a) Defendant No. 3 was in possession of Plot No. 10 forming part of the said larger property hereinafter referred to as "the said Plot No. 10" and marked as No. 10 on the said plan and more particularly described in the Fifteenth Schedule hereunder written as sub-lessees thereof from the date of the execution of the head lease.
- (b) The defendant No. 13 agreed to sell the said Plot No. 10 to Mr. Kishore Karanseey.
- (c) The said Kishore Karanseey constructed a building on the said Plot No. 10 and sold tenements there to several persons on ownership basis.
- (d) In the premises the proposed co-operation society will be the owners of the structures standing on the said Plot No. 10 and the municipal taxes and outgoings in respect thereof which are presently paid by the said Kishore Karanseey will become payable by the proposed Co-operative Society.
- (e) The Defendant No. 13 have requested the co-lessees to grant sub-lease in respect of the said plot No. 10 in favour of the proposed co-operative society for the residuary period of Head-lease less one month.

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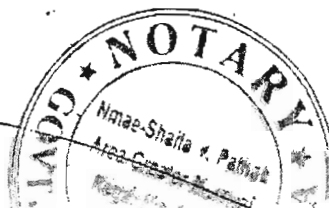


(f) The co-lessees shall grant a sub-lease in favour of the proposed co-operative society in respect of the said Plot No. 10 more particularly described in the Fifteenth Schedule hereunder written and marked as No. 10 in the said plan annexed hereto hereinafter referred to as "the sub-lessees of the said Plot No. 10 for the residuary period of 99 years granted by the Head-lease less one month at the rent of Rs. 350.37 per annum payable by sub-lessees of the said Plot No. 10 to the co-lessees for the period of sub-lease without any deduction whatsoever subject to payment of all taxes (municipal taxes are not payable by the co-lessees as the structure on the said Plot No. 10 is owned by the Defendants NO. 13 the said Kishore Karamsey and the said taxes are being paid by them and upon grant of sub-lease in favour of the proposed co-operative society will be paid by such proposed co-operative society) on the terms and conditions contained in the Annexure "A" hereto.

(g) For the purpose of executing sub-lease as provided in sub-clause (f) hereof the co-lessees shall execute a Power of Attorney in favour of (1) Rasik Kunverj., (2) Ramesh Ravji, (3) Dhiraajlal Maganlal to execute such sub-lease.

AGREED AND DECLARED THAT:

(a) Defendants No. 14, 15 and 16 along with the deceased Liladhar Arjan Dedhia were in possession of Plot



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SCH. XVI

No. 11 forming part of the said larger property hereinafter referred to as "the said Plot No. 11" and marked as No. 11 on the said plan and more particularly described in the Sixteenth Schedule hereunder written as sub-lessees thereof from the date of the execution of the Head-lease.

(b) The Defendants No. 14, 15, 16 and the said deceased Liladhar Arjan Dadhia agreed to sell the said Plot No. 11 to M/s. Kishora Properties Private Ltd. the Defendant No. 26.

(c) The Defendant No. 26 constructed a building of the said Plot No. 11 and sold tenements therein to several persons on ownership basis.

(d) The purchases of the said several tenants have formed a co-operative Housing Society viz. Mazgaon Kishant Co-operative Housing Society Ltd. being Defendants No. 27 herein.

(e) In the premises of the Defendants No. 27 are the owners of the structures standing on the said Plot No. 11 and the Municipal taxes and outgoings in respect thereof are being paid by the Defendants No. 27.

28. ORDERED AND DECREED THAT the Decree do operate as a sub-lease from the co-lessees in favour of Mazgaon Kishant Co-operative Housing Society Ltd. being the Defendants Nos. 27 herein in respect of the said Plot No. 11 more particularly described in



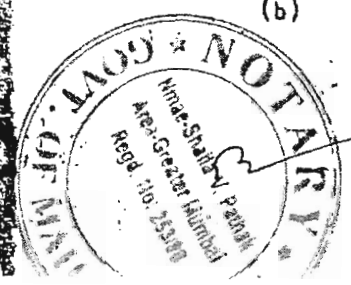
CH. XVI the Sixteenth Schedule hereunder written and marked as No. 11 on the said plan annexed hereto, hereinafter referred to as "the sub-lessees of the said Plot No. 11" and for the residuary period of 99 years granted by the Head-lease less one month at the rent of Rs. 675.61 per annum payable by the sub-lessees of Plot NO. 11 to the co-lessees for the period of the sub-lease without any deduction whatsoever subject to payment of all taxes. (municipal taxes are not payable by the co-lessees as the structure on the said Plot No. 11 is owned by the Defendant No. 27 and the said taxes are being paid by them) on the terms and conditions contained in the Annexure "A" hereto.

29. AGREED AND DECLARED THAT :

CH. XVII

(a) The deceased Himatlal Narotamdas Khandhar hereinafter referred to as the said deceased was in possession of Plot No. 12 forming part of the said larger property hereinafter referred to as "the said Plot No. 12" and marked as No. 12 on the said plan and more particularly described in the Seventeenth Schedule hereinafter written as sub-lessees thereof from the date of the execution of the head-lease and was the owner of the structure standing on the said plot NO. 12 (the municipal taxes and outgoings in respect thereof was being paid by the said deceased and presently same are being paid by the estate of the said deceased).

(b) The co-lessees shall grant a sub-lease in favour of the heirs of the said deceased and/or their nominees in respect of the said Plot No. 12 more particularly



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described in the Seventeenth Schedule hereunder written and marked as No. 12 in the said plan annexed hereto hereinafter referred to as "the sub-lease" of the said Plot No. 12 for the residuary period of 99 years granted by the Head-lease less one month at the rent of Rs. 338.98 p. per annum payable by sub-lessees of the said Plot No. 12 to the co-lessees for the period of sub-lease without any deduction whatsoever subject to payment of all taxes (municipal taxes are not payable by the co-lessees as the structure on the said Plot No. 12 is owned by the said deceased and/or the estate of the said deceased and the said taxes are being paid by them). The said sub-lease will be granted on the terms and conditions contained in the Annexure "A" hereto.

- (c) For the purpose of executing sub-lease as provided in Sub-clause (a) hereof the co-lessees shall execute a Power of Attorney in favour of (1) Rasik Amverji, (2) Ramesh Ravji, (3) Dhirajlal Maganlal to execute such sub-lease.

30. AGREED AND DECLARED THAT:

- (a) Defendant No.18 is in possession of Plot No.13/1 forming part of the said larger property hereinafter referred to as "the said plot No.13/1 and marked as No.13/1 on the said plan and more particularly described in the Eighteenth Schedule hereunder written as a sub-lessees thereof from the date of execution of the Head-lease.

Defendant No.18 are the owners of the structures standing on the said Plot No.13/1 and that the municipal taxes and outgoings in respect thereof are being paid by the Defendant No.18

- 31. ORDERED AND DECREED THAT this Decree do operate as a sub-lease from the co-lessees in favour of Tulsi Estate Pvt. Ltd. being Defendant No. 18 herein in respect of the said Plot.



No. 13/1 and more particularly described in the Eighteenth Schedule hereunder written and marked as No. 13/1 on the said plan annexed and hereafter called the sub-lessees of the said Plot No. 13/1 for the residuary period of 99 years granted by the Head lease less one month at the rent of Rs. 760.85 p. per annum payable by the sub-lessees of the said Plot NO. 13/1 to the co-lessees for the period of the sub-lease without any deduction whatsoever subject to payment of all taxes (municipal taxes are not payable by the co-lessees as the structure on the said Plot No. 13/1 is owned by the Defendants Nos. 18 and the said taxes are being paid by them) on the terms and conditions contained in the Annexure "A" hereto.

32. AGREED AND DECLARED THAT:

(a) Defendant No. 18 is in possession of Plot No. 13/2 forming part of the said larger property hereinafter referred to as the said plot No. 13/2 and marked as No. 13/2 on the said plan and more particularly described in the Nineteenth Schedule hereunder written as sub-lessees thereof from the date of the execution of the head-lease.

(b) Defendant Nos. 18 is the owner of the structure standing on the said plot No. 13/2 and that the (municipal taxes) and outgoings in respect thereof are being paid by the Defendants No. 18.

33. ORDERED AND DECREED THAT this decree to operate as a sub-lease from the co-lessees in favour of Tulsi Estates Pvt. Ltd being Defendant No. 18 herein in respect of the said Plot No. 13/2 and marked as No. 13/2 on the said



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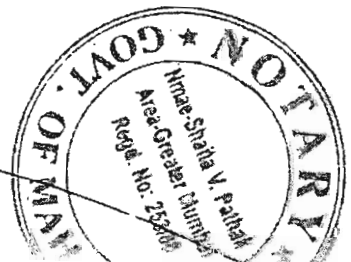
plan and more particularly described in the Nineteenth Schedule hereunder written and hereinafter referred to as "the sub-lessees" in respect of Plot No. 13/2 for the residuary period of 99 years granted by the head-lease less one month at the rent of Rs. 883.01p; per annum payable by the sub-lessees of plot No. 13/2 to the co-lessees for the period of the sub-lease without any deduction whatsoever subject to payment of all taxes (municipal taxes are not payable by the co-lessees as the structure on the said plot No. 13/2 is owned by the Defendants No. 18 and the said taxes are being paid by them) on the terms and conditions contained in the Annexure "A" hereto.

36. AGREED AND DECLARED THAT:

(a) Defendant No. 17 was in possession of Plot No. 14 forming part of the said larger property hereinafter referred to as "the said Plot No. 14" and marked as No.14 on the said plan and more particularly described in the Twentieth Schedule hereunder written as sub-lessees thereof from the date of the execution of the head-lease.

(b) The Defendant No. 17 along with others agreed to sub-lease the said Plot No. 14 to the Defendant No. 20 herein. The Defendant No. 20 have constructed a building on the said Plot No. 14 known as Harbour Crest and sold the tenements thereto several persons on ownership basis.

(c) The purchasers of the said several tenements have proposed to form themselves into a co-operative Housing Society.





(d) In the premises the proposed co-operative Society will be the owners of the structures standing on the said Plot No. 16 and the Municipal taxes and outgoings in respect thereof which are presently paid by the Defendant No. 20 will become payable by the proposed Society.

(e) The co-lessees shall grant a sub-lease in favour of the Defendant No. 17 and or his nominees in respect of the said Plot No. 14 more particularly described in the Sixteenth Schedule hereunder written and marked as No. 14 in the said plan annexed hereto hereinafter referred to as "the sub-lessees of the said Plot No. 14" for the residuary period of 99 years granted by the head-lease less one month at the rent of Rs. 1124.19 p. per annum payable by sub-lessees of the said Plot No. 14 to the co-lessees for the period of sub-lease without any deduction whatsoever subject to payment of all taxes (municipal taxes are not payable by the co-lessees as the structure on the said Plot No. 14 is owned by the Defendants No. 20 and the said taxes are being paid by them on the terms and conditions contained in the Annexure "A" hereto.



- (f) For the purpose of executing 'sub-lease' as provided in Sub-clause (e) hereof the co-lessees shall execute a Power of Attorney in favour of (1) Mrs. Dina Phiroze Cooper, (2) Mr. Phiroze B. Cooper, (3) Mr. Bomanshay P. Cooper, (4) Rasik Kunverji, and (5) Ramesh Rayji, to execute such sub-lease.
- (g) The Defendant No. 17 shall execute a sub-lease in favour of the proposed Co-operative Society in terms of the Agreement between the Defendant No. 17 and the Defendant No. 20.

35. ORDERED and decreed that the sub-lessees of each of the plots jointly and/or severally shall be entitled to apply to the Collector of Bombay or the concerned authorities for allotment of separate survey number in respect of each of the plots and that the Collector of Bombay upon receiving such application do allot separate survey number in respect of each the plots.

36. ORDERED that in the event of the Co-lessees not executing sub-lease in respect of the said plots Nos. 3, 4, 9, 10, 12, 14 the Defendants to whom such sub-lease is to be granted as provided in the said clauses 15, 16, 25, 26, 29 35 shall have liberty to apply to this Hon'ble Court.



(36)

FIRST SCHEDULE

Description of a larger portion of the Property:

ALL THOSE pieces of land containing by admeasurement 25,440.92 square metres (30427 square yards) or thereabouts together with the building and structures standing thereon situate lying and being at Mazgaon in the Island of Bombay in the Registration Sub-District of Bombay and bounded as follows: that is to say, on or towards the EAST partly by Gunpowder Road, Second lane and partly by Dockyard Road; On or towards the WEST partly by Shivdas Champsai Marg and partly by C.S. No. 123 of Mazgaon Division, On or towards the SOUTH partly by the Dockyard Road, and partly by Sardar Balwant Singh Dodhy Marg, and On or towards the NORTH partly by Mharapakadi Road, and partly by Gunpowder Road and which said premises are registered in the Books of the Collector of Bombay under Collector's Rent Roll No. 7830 and bearing Cadastral Survey Nos. 124 (New No. 10/124), 3/124, 3A/124, 4/124, 5/124, 6/124, 8/124, 9/124, 312, 313 and 314 of Mazgaon Division.

SECOND SCHEDULE

ALL THAT Plot No. 1 forming part of the large property described in the First Schedule above referred to admeasuring 330 sq. Yards. equivalent to 292.64 sq. meters or thereabout (together with the buildings standing thereon) and bearing C.S. No. 3/124 (part) of Mazgaon Division and bearing Municipal No. E-4820(4A)/11/A and bounded follows:

- On or towards the NORTH by Plot NO.2
- On or towards the SOUTH by Dockyard Road.
- On or towards the East by Plot NO. 3.
- On or towards the West by Mazgaon Road.



(38)

THIRD SCHEDULE

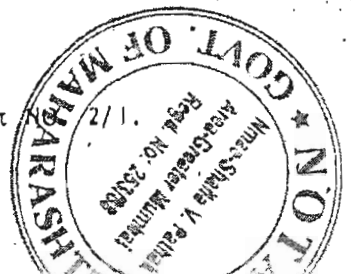
ALL THAT Plot No. 2/1 forming part of the larger property described in the First Schedule above referred to admeasuring 603 sq. yards, equivalent to 503.85 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 3A/124 of Mazgaon Division and bearing Municipal E-4817(2-3) 43-43A; E-4817 (9) A (3); E-4817 (2A-3A) and bounded as follows:

- On or towards the North by Sardar Balwantsingh Dodhi Marg.
- On or towards the South by Plot NO.1
- On or towards the East by Plot No. 2/2.
- On or towards the West by Mazgaon Road.

FOURTH SCHEDULE

ALL THAT Plot No. 2/2 forming part of the larger property described in the First Schedule above referred to admeasuring 1680 sq. yards equivalent to 1404.69 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 3/124 (part) of Mazgaon Division and bearing Municipal No. E-4820 (3AA) 7-B and bounded as follows.

- On or towards the North by Sardar Balwantsingh Dodhi Marg,
- On or towards the South by Dockyard Road.
- On or towards the East by Plot No. 3,
- On or towards the West by Plot NO. 1 and Plot



FIFTH SCHEDULE

ALL THAT Plot No. 2/3 forming part of the larger property described in the First Schedule above referred to admeasuring 644 sq. yards equivalent to 553.46 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No.9/124 (part) of Mazgaon Division and bearing Municipal No. E-4824 (3-3 D); E-4823 (1)/43-43A, 43B) and bounded as follows.

- On or towards the North by Plot NO. 8
- On or towards the South by Sardar Balwantalingh Dodhi Marg.
- On or towards the East by C.S. No. 2/124
- On or towards the West by Mazgaon Road.

SIXTH SCHEDULE

ALL THAT Plot No. 2/4 forming part of the larger property described in the First Schedule above referred to admeasuring 1383 sq. yards equivalent to 1136.46 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 124 (Part) of Mazgaon Division and bearing Municipal No. E-4827(2)/5-11. and bounded as follows:

- On or towards the North by Mahtar Pakhado Road.
- On or towards the South by Plot No. 14.
- On or towards the East by Plot No. 13/2.
- On or towards the West by Magaon Road;



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(10)

SEVENTH SCHEDULE

ALL THAT Plot No. 2/5 forming part of the larger property described in the First Schedule above referred to admeasuring 2550 Sq. yards equivalent to 2137.22 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 124 (part) of Mazgaon Division and bearing Municipal No. (1) E-4825(4)/115D, (2) E-4825(5)/115E, (3) E-4825(6)/115 F, (4) E-4825(8)/115H, (6) E-4825(10)/115J, (7) E-4830(2)/115AA, (8) E-5216(1)/195B, (9) E-4825(35B)/1 NB, (10) E-4827(4)/115B, (11) E-4825(3B)/1B, (12) E-4825(11)/115M, (13) E-4827(4B)/115BHB, (14) E-4825(3C)/47, (15) E-4825(9A)/115JA, (16) E-4825(988)/115JB, (17) E-5216(1A)/115K, (18) E-5216(1C)/415A, (19) E-4825(3BC)/1BC, (20) E-4825(3D)/1D, and (21) E-5216 (1B)/115 and (2) E-4825(8)/115H, and bounded as follows:

- On or towards the North by Plot No. 12 and Partly by Gunpowder Rd.
- On or towards the South by Plot NO. 13/1 and Plot No. 11
- On or towards the East by Gunpowder 2nd Lane.
- On or towards the West by Internal Road

EIGHTH SCHEDULE

ALL THAT Plot No. 3 forming part of the larger property described in the First Schedule above referred to admeasuring 1388 Sq. Yards equivalent to 1160.34 Sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 3/124 (part) of Mazgaon Division and bearing Municipal No. E-4840(3)/50 SH and bounded as follows:

- On or towards the North by Sardar Balwantsingh Dodhi Marg
- On or towards the South by Dockyard Road.
- On or towards the East by Plot No. 4
- On or towards the West by Plot No. 2/2.



(2)

NINTH SCHEDULE

ALL THAT Plot No. 4 forming part of the larger property described in the First Schedule above referred to admeasuring 1209 sq. yards equivalent to 1010.87 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 3/124 (part) of Mazgaon Division and bearing Municipal No. E-4820(3B) 1-3A; E-4820 (3B)/1-3 and bounded as follows:

- On or towards the North by Sardar Balwantsingh Dodhi Marg,
- On or towards the South by Dockyard Road,
- On or towards the East by Plot No.3
- On or towards the West by Plot No.3

TENTH SCHEDULE

ALL THAT Plot NO. 5 forming part of the larger property described in the First Schedule above referred to admeasuring 750 sq. yards equivalent to 627.09 sq.metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 3/124 (part) of Mazgaon Division and bearing Municipal No. E-4820(3D)/40 and bounded as follows:

- On or towards the North by Plot No.4 and Sardar Balwantsingh Dodhi Marg.
- On or towards the South by Dockyard Road,
- On or towards the East by Dockyard Road.
- On or towards the West by Plot No. 4.



ELEVENTH SCHEDULE

ALL THAT Plot No. 6 forming part of the larger property described in the First Schedule above referred to admeasuring 3887 Sq. Yards, equivalent to 1577.77 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 124(part) and 4/124(part) of Mazgaon Division and bearing Municipal No. E-5215(7) and bounded as follows:

- On or towards the North by Plot No.10.
- On or towards the South by Sardar Balwantsingh Dodhi Marg.
- On or towards the East by Gun Powder 2nd Lane.
- On or towards the West by Plot No.7

TWELFTH SCHEDULE



ALL THAT plot NO, 7 forming part of the larger property described in the first Schedule above referred to admeasuring 2909 sq.yards equivalent to 2432.30 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 124 (part) and C.S. No. 312 of Mazgaon Division and bearing Municipal No. E-4824(4)/4A; E-4824(5C)/3336; E-4824(4A) and bounded as follows.

- On or towards the North by Plot NO.9 Internal Road & Plot No.8
- On or towards the South by Sardar Balwantsingh Dodhi Marg and C.S.No.2/124
- On or towards the East by Plot No.6.
- On or towards the West by C.S.No.2/124 and Plot NO.8.



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THIRTEENTH SCHEDULE

ALL THAT Plot No. 8 forming part of the larger property described in the First Schedule above referred to admeasuring 1734 sq.yards equivalent to 1449.84 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 124(Part) or Mazgaon Division and bearing Municipal No. E-4822(5) and 4823(2)/33, E-4820(1B), 4822(4)4823(3AA), 4824(3E) 33-33E and bounded as follows:

On or towards the North by Internal Road  
On or towards the South by Plot No. 2/3 and C.S. No. 2/124.  
On or towards the East by Internal Road and C.S. No. 2/124  
On or towards the West by Mazgaon Road.

FOURTEENTH SCHEDULE

ALL THAT Plot No. 9 forming part of the larger property described in the First Schedule above referred to admeasuring 1342 sq.yards equivalent to 1122.08 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 124(Part) or Mazgaon Division and bearing Municipal No. E-4824(1) and bounded as follows:

On or towards the North by Internal Road and Plot No. 13/1  
On or towards the South by Plot No. 7  
On or towards the East by Plot No. 10  
On or towards the West by Internal Road.



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FIFTEENTH SCHEDULE

ALL THAT Plot No. 10 forming part of the larger property described in the First Schedule above referred to admeasuring 892 sq.yards equivalent to 745.82 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No. 124(Part) or Mazgaon Division and bearing Municipal No. E-5215(2A)311 and bounded as follows:

On or towards the North by Plot No. 11 and Plot NO.13/1  
On or towards the South by Plot No. 6  
On or towards the East by Gun Powder 2nd Lane  
On or towards the West by Plot No.9

SIXTEENTH SCHEDULE

ALL THAT Plot No. 11 forming part of the larger property described in the First Schedule above referred to admeasuring 1702 sq.yards equivalent to 1423.08 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No.5/124(Part) or Mazgaon Division and bearing Municipal No. E-4823(3)3 and bounded as follows:

On or towards the North by Plot No.2/5  
On or towards the South by Plot No. Plot No.10  
On or towards the East by Gun Powder 2nd Lane  
On or towards the West by Plot No. 13/1 and Plot No.10



SEVENTEENTH SCHEDULE

ALL THAT Plot No. 12 forming part of the larger property described in the First Schedule above referred to admeasuring 863 sq.yards equivalent to 72.57 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No.124(Part) or Mazgaon Division and bearing Municipal No. E-4825(3)115C; E-4825-(9)/115I and bounded as follows:

On or towards the North by Gun Powder Road.

On or towards the South by Plot NO. 2/5

On or towards the East by Plot No.2/5

On or towards the West by Plot No.2/5

EIGHTEENTH SCHEDULE

ALL THAT Plot No. 13/1 forming part of the larger property described in the First Schedule above referred to admeasuring 1937 sq.yards equivalent to 1619.57 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No.124(Part) or Mazgaon Division and bearing Municipal No. E-4824(2)/33B; and bounded as follows:

On or towards the North by Plot No.2/5.

On or towards the South by Plot No. 9 and Plot No.10

On or towards the East by Plot No.11 and Plot NO.2/5

On or towards the West by Internal Road and Plot NO.9



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NINETEENTH SCHEDULE

ALL THAT Plot No. 13/2 forming part of the larger property described in the First Schedule above referred to admeasuring 2248 sq.yards equivalent to 1879.58 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No.124(Part) of Mazgaon Division and bearing Municipal No. E-4824(2A)/33C; E-4830(4-5)/115-23,77, E-4820(1); E-4830(3)/125-25B; E-4827(3), 115-A; E-4824(2A); E-4830(4-5); E-4830(3); E-4827(3); E-4824(1A); E-4827 (4A), E-4827(3A) and bounded as follows:

- On or towards the North by Mahtar Pakhadi Road.
- On or towards the South by Plot No. 14
- On or towards the East by Internal Road
- On or towards the West by Plot No.2/4 and Plot NC.14

TWENTIETH SCHEDULE

ALL THAT Plot No. 14 forming part of the larger property described in the First Schedule above referred to admeasuring 2862 sq-yards equivalent to 2393 sq. metres or thereabout (together with the buildings standing thereon) and bearing C.S. No.124(Part) 313 and 3.4 of Mazgaon Division and bearing Municipal No. E-4820(1A); E-4820(1C); E-4820(3C); E-4823(2); E-4823(2C); E-4820(1); E-4820(7); E-4823(1), E-4825 (2A), E-4825(2B) and bounded as follows:

- On or towards the North by Plot No.2/4 and Plot No.13/2
- On or towards the South by Internal Road.
- On or towards the East by Plot No.13/2 and Internal Road
- On or towards the West by Mazgaon Road.



TWENTY FIRST SCHEDULE

ALL THAT Internal Road forming part of the larger property described in the First Schedule above referred to admeasuring 1492 Sq. yards equivalent to 1247.49 sq. metres or thereabout and bearing C.S. No. 124 (Part) of Mazgaon Division as shown in the Plan.

PLAINTIFFS

DEFENDANTS

*Kunverji Premji*

*Badrudin Jivraj Peerbhoy*

No.1 KUNVERJI PREMJI

No. 1 BADRUDIN JIVRAJ PEERBHOY

*Mahendra Ravji*

*Tajdin Jivraj Peerbhoy*

No.2 MAHENDRA RAVJI

No. 2 TAJDIN JIVRAJ PEERBHOY

*Kekin Kunverji*

*Mulchand Bhavanji*

No.3 KEKIN KUNVERJI

No. 3 MULCHAND BHAVANJI

*Rasik Kunverji*

*Popatlal Bhavanji*

No.4 RASIK KUNVERJI

No. 4 POPATLAL BHAVANJI

*Ramesh Ravji*

*Dhirajlal Maganlal*

No. 5 RAMESH RAVJI

No. 5 DHIRAJLAL MAGANLAL

16 MAR 2018

*Laxmiben Ravji*

*Maherbat Nadirshah Mulla*

No.6 Smt. LAXMIBEN RAVJI

No. 6 MAHERBAT-NADIRSHAH MULLA

CERTIFIED TO BE  
TRUE - COPY

*Fardun Nadirshah Mulla*

No. 7. FARDUN NADIRSHAH MULLA

*Naval Nadirshah Mulla*

NAVAL NADIRSHAH MULLA

Advocates for Plaintiffs

**SHAILA V. PATHAK**

Advocate & Notary  
8/9, Gundecha Chambers,  
N. M. Rd., Fort, Mumbai - 400 023,  
Notary Reg. No. 263/88  
Mob. No.: 9324528491

M/s. M.P. Savla & Co.

No.9

AMRATAL KARSANDAS MAKWANA

|                    |     |
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*Mohanlal Karsandas Makwana*

MOHANLAL KARSANDAS  
MAKWANA

*Nanalal Karsandas Makwana*

NANALAL KARSANDAS  
MAKWANA

*Jina R Cooper*

Mrs. DINA PHIROZ COOPER



(17)

ANNEXURE "A"

Each of the Sub-lessees of each of the Plots forming part of the said larger property shall:

- (a) Pay to the Co-lessees the said annual lease rent payable in respect of each plot in advance without any deduction on or before 10th of February in each year.
- (b) Pay, bear and discharge all rents, rates, taxes, assessments duties, charges and outgoings which are or may become due and payable in respect of each of the plots by sub-lessees of each of the plots.
- (c) Shall and will during the terms of the sub-lease of each of the plots maintain in good and substantial repair and conditions all buildings and erections for the time being upon each of the plots or any part thereof;
- (d) From time to time have each of the plots properly drained and make such arrangements for this purpose as the sub-lessees shall require;
- (e) At the expiration or sooner determination of the term of the sub-lease quietly deliver upto the sub-lessees each of the sub-leased plots together with the erections and buildings thereon.
- (f) Observe and perform all the terms and conditions of the Head-lease as far as they relate to the plot, sub-leased to each of the sub-lessees;



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2. If the rent payable in respect of any plot by any of the sub-lessees of such plot shall be unpaid for one calendar month next after any of the days of payment, whereon the same ought to be paid as aforesaid, whether the same shall have been legally demanded or not or if there is any breach, non-performance or non-observance of any of the covenants and conditions herein contained on the part of Sub-Lessees of each of the plots to be observed and performed, it shall be lawful for the co-lessees to enter into and upon such plot in the name of the whole to possess and enjoy the same as if the sub-lease in respect of such plot was not granted.

3. The internal road showed on the plan shall be common and each of the sub-lessees and/or their servants, agents and visitors shall be entitled to use same either by foot or by vehicles.

4. Each of the sub-lessees shall contribute for the maintenance of the internal road, proportionately on the basis of area of each of the plots.

5. Each of the sub-lessees of each plot shall be entitled to-

(a) receive rents from the persons occupying portions of the respective plot and/or the structure standing thereon and the tenants thereof shall become the tenants of each of the sub-lessees of such plot;

(b) To file and/or continue suit against any tenant or occupant of any of the plots and/or the structures standing thereon and to recover possession thereof and retain such possession;

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(c) To demolish the existing construction and construct new structure on each of the plot in accordance with the municipal rules and regulations and for that purpose to submit plans and make such applications as each of the sub-lessees of each of the plots may deem fit.

(d) to let, underlet, assign or transfer the plot given on sub-lease to each of the sub-lessees thereof and/or the structure thereon and/or any part thereof in such manner as they shall think fit.

6. Each of the sub-lessees shall be entitled to the utilisation of F.S.I. that may be available in respect of the respective plot given on sub-lease to such sub-lessees and sub-lessees of each plot shall not utilise any F.S.I. in respect of any other than the plot given on sub-lease to such sub-lessees.

Provided however that in respect of the internal road shown on the plan and referred in clause 3 hereof, without in any way affecting the right of each of the sub-lessees to use the said internal road as provided in clause 3 hereof, F.S.I. if any available in respect of the area of the said internal road shall enure for the benefit of each of the plots in proportion to the area of each plot to the entire property or in such other manner as may be permissible by Municipal Corporation of Greater Bombay.

7. All the terms and conditions contained in the Head-lease shall be binding upon the sub-lessees.





8. The co-lessees hereby declare that under the said Head-lease they are entitled to receive a new lease of the said larger property demised by the said Head-lease at the expirations of or sooner determination of the term granted by the said Head-lease as provided in the said Head-Lease on the same covenants, provisos and stipulations as are contained in the said Head-lease including the covenant for renewal, but at such rent, increased or reduced as the Head-Lessor may deem fit.

9. The co-lessees agree and declare that they shall exercise their right to receive a new lease in respect of the said larger property prior to the expiration or sooner determination of the term granted by the said Head-Lease in accordance with the proviso for receiving a new lease as contained in the said Head-lease and that each of the sub-lessees of each plot shall in their turn upon the co-lessees receiving renewed lease in respect of the said larger property, become entitled to receive a new sub-lease in respect of each of the plots sub-demised to each of the sub-lessees of each plot at the cost of the sub-lessees for a period of 99 years less one month at the expiration or sooner determination of the renewed term granted thereby on the same covenants, proviso and stipulations as are contained herein including the covenant for renewal, but at such revised rent increased or decreased, proportionately as attributable to the area of the said plot as the co-lessees are made liable to pay under the said Head-lease.

10. AGREED AND DECLARED that each of the sub-lessees of each plot shall be entitled to apply to the Head Lessors and/or any other authority to execute a separate and direct lease in respect of each of the plots given on sub-lease to them in their favour



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for the residue, of the period of the said Head Lease and upon grant of such separate lease the sub-lease granted hereby in respect of each such plot shall stand determined.

II AGREED AND DECLARED that all the covenants terms and conditions contained herein shall be binding upon the heirs, executors and administrators and assigns of the co-lessees and sub-lessees respectively.

*(checked by ...)*



CERTIFIED TO BE A TRUE COPY  
This 14th day of Oct 1971

*[Signature]*  
For Registrar,  
City Civil Court, Bombay.

*[Signature]*  
Stalor

This 14th day of Oct 1971

(R. P. Ghogale)  
Asst. Registrar  
City Civil Court, Bombay.



