

K. P. GALA & ASSOCIATES

ADVOCATES

K. P. Gala
Anil L. Gala
G. S. Yadav
Harita Shah (Gala)
Pawankumar Prasad
Jigisha Vira (Gala)

ADVOCATE HIGH COURT

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(Regd. AD/U.P.C./Courier/HD/SPEED POST)

OFFICE :

292, Jamna Bldg.,
2nd Floor, Room No. 34,
L. T. Marg, Mumbai - 400 002.

Timing : 5.30 p.m. to 7.30 p.m.
(Except Sat. & Holidays)

Ref.

To,
M/s Regent Associates,
A partnership firm having address at
603, 6TH Floor,
Inizio,
Cardinal Gracious Rd,
Opp P&G Plaza,
Chakala,
Andheri (E),
Mumbai - 400 099

Date :

Re:- Plot of land property bearing CTS No. 252 of Village Vile Parle (West), situated at Plot No. 5, Swastik Society, N.S. Road No. 1, JVPD Scheme, Vile Parle (West), Mumbai - 400056 total admeasuring 887 sq. yards approximately equivalent to 742.2 sq. meters.

Sub:- Title Note

M/s Regent Associates through their Partner, Shri Hitendra K. Shah have handed over to me the papers and documents relating to the above said property and requested me to issue Title Note. Relying upon the papers and documents and contents mentioned in the Affidavits of M/s Regent Associates I have found following facts:-

- a. The Swastik Co-operative Housing Society deemed to be registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 [hereinafter referred to as "the Society"] is the Owner of various pieces and parcels of lands and have granted leasehold right to various parties of plots and also have issued Share Certificate to various plot holders, who have also become members of the said Society;
- b. Prior to 3rd November 1981, one Amratlal Mavji Bhatt, since deceased during his life time was the member of the Society and was also holding 5 fully paid-up shares of the face value of Rs. 50/- each bearing Distinctive Numbers 6 to 10 (both inclusive) and comprised under Share Certificate bearing Nos. 005 dated 11/11/1968 issued (in lieu of the old Share Certificate No. 5) issued by the Society (hereinafter referred to as "the Shares") in respect of the land bearing Plot No.5 admeasuring 742.2 square meters in the layout of the

Society and bearing CTS No.252 of Vile Parle (West) Division, Taluka Vile Parle situate and lying and being at Narsee Monjee Road (North South Road No.1), Vile Parle (West), Mumbai-400 056 hereinafter referred to as "the Plot".

- c. As such member, the said Amratlal Mavji Bhatt, [since deceased] during his life time was, inter alia, granted a lease of the Plot by the society and the said Amratlal Mavji Bhatt had constructed the structure known as "Bhatt Bungalow" consisting of ground and three (part) upper floors and 2 (two) enclosed garages which was constructed in phased manner and was occupied by Occupants/ Owners/ Tenants till it was vacated and demolished as per the notice under section 354 bearing no. KW/354 (Pull Down)/ 137 / BF/ DO-IV dated 29/08/2019 issued by the MCGM.
- d. The said Amratlal Mavji Bhatt died on 3rd November, 1981 leaving his Last Will & Testament dated 21st January 1975 (hereinafter referred to as "Amratlal's Will") where under he, inter alia appointed his two sons, Kanaiyalal Amratlal Bhatt and Vaikunthrai alias Yogendra Amratlal Bhatt as executors of his said Will and bequeathed the Property to his two sons that is, the said Kanaiyalal Amratlal Bhatt and Vaikunthrai alias Yogendra Amratlal Bhatt, in equal share;
- e. Upon the application made by the said Kanaiyalal Amratlal Bhatt, before the Hon'ble Bombay High Court, and the Hon'ble Bombay High Court by its order dated 20th January 1984, passed in Probate Petition No.316 of 1982 granted probate in respect of Amratlal's Will to the said Kanaiyalal Amratlal Bhatt;
- f. Pursuant to the order dated 8th August, 2003, passed in the Misc. Petition No.15 of 2003, filed in the said Probate Petition No.316 of 1982, Ms. Adeline Rodrigues in her capacity as then Prothonotary and Senior Master, Bombay High Court of the one part and Shri Yogendra alias Vaikunthrai Amratlal Bhatt executed the Deed of Transfer dated 14th February 2005, which was duly registered in the Office of the [Joint] Sub-Registrar of Assurances at Bandra under Serial No.BDR-4/2358 of 2005 whereby the 50% share (i.e. Northern portion) in the said property bequeathed under the Will was formally conveyed, assigned and transferred in favor of Shri Yogendra alias Vaikunthrai Amratlal Bhatt as absolute Owner thereof in the manner and upon the terms and conditions mentioned therein;
- g. The said Kanaiyalal Amratlal Bhatt died intestate in Mumbai on or about 16th January, 2008 then leaving behind his wife, Mrs. Anjana

Kanaiyalal Bhatt and his sons, Bhadrakant Kanaiyalal Bhatt, Uday Kanaiyalal Bhatt (since deceased) and Manoj Kanaiyalal Bhatt as his only heirs according to the Hindu law by which he was governed at the time of his death and, inter alia, entitled to inherit 50% share of the said Kanaiyalal in the said property herein;

- h. In the circumstances, Shri Yogendra alias Vaikunthrai Amratlal Bhatt became absolutely entitled to the use and enjoyment of the northern portion of the Plot and the Bhatt Building along with 50% share in the said shares issued by the said Society and the legal heirs of Shri Kanaiyalal Amratlal Bhatt i.e. Anjana Kanaiyalal Bhatt, Bhadrakant Kanaiyalal Bhatt, Uday Kanaiyalal Bhatt and Manoj Kanaiyalal Bhatt being the heirs of late Kanaiyalal Amrutlal Bhatt became entitled to Southern portion of said Bhatt Building along with 50% share in the said shares;
- i. By and under the Deed of Assignment dated 11.08.2009, executed by and between the said Manoj Kanaiyalal Bhatt of the one part and one M/s. Regent Associates of the other and registered in the Office of the Sub-Registrar of Assurances under Serial No.BDR-4/7454 of 2009 r/w Deed of Rectification dated 20.07.2010 executed by and between the said Manoj Kanaiyalal Bhatt of the one part and the said M/s. Regent Associates of the other part and registered in the Office of the Sub-Registrar of Assurances under Serial No.BDR4-6868 of 2010, the said Manoj Kanaiyalal Bhatt assigned his 1/4th undivided share in the property [out of the said 50% share of his late father, [the said Kanaiyalal Bhatt] in favor of M/s. Regent Associates, at or for the consideration and upon the terms and conditions mentioned therein;
- j. Similarly, by and under the Deed of Assignment dated 08.11.2009, executed by and between the said Uday Kanaiyalal Bhatt and the said Anjana Kanaiyalal Bhatt of the one part and the said M/s. Regent Associates of the other part and registered in the Office of the Sub-Registrar of Assurances under Serial No.BDR4-10256 of 2009 r/w Deed of Rectification dated 28.07.2010 executed by and between the said Uday Kanaiyalal Bhatt of the one part, the said M/s. Regent Associates of the other part and the said Bhadresh alias Bhadrakumar Kanaiyalal Bhatt and Manoj Kanaiyalal Bhatt as confirming parties and registered in the Office of the Sub-Registrar of Assurances under Serial No.BDR4-7120 of 2010, the respective 1/4th undivided shares each in the property [out of the said 50% share of the late Kanaiyalal Bhatt] of the said Uday Kanaiyalal Bhatt and the said Anjana Kanaiyalal Bhatt

were assigned, in favor of M/s. Regent Associates at or for the consideration and upon the terms and conditions mentioned therein;

- k. By and under the Deed of Assignment dated 11.06.2010, executed by and between the said Bhadresh alias Bhadrakumar Kanaiyalal Bhatt of the one part and M/s. Regent Associates of the other part and registered in the office of the Sub-Registrar of Assurances at Andheri under Serial No.5461 of 2010, the said Bhadresh Bhatt assigned his undivided 1/4th share in the property [out of the said 50% share of late Kanaiyalal Bhatt] in favor of M/s. Regent Associates at or for the consideration upon the terms and conditions mentioned therein;
- l. By Agreement dt. 10/05/2018 bearing Registration No. BDR-9/6777/2018 of 2018 read with Deed of Rectification bearing No.BDR4-3564/2019. Shri Yogendra alias Vaikunthrai Amratlal Bhatt had agreed to assign the Development rights and of the said property on Northern side to the extent of 50% share to M/s. Maitree Constructions.
- m. by and under the Deed of Assignment dated 17th December 2019, executed by and between 1) Shri Yogendra alias Vaikunthrai Amratlal Bhatt as Assigner therein 2) Bhadraben wife of Yogendra Bhatt as the first confirming party 3) M/s. Maitree Construction through its partners (i) Manish son of Sobhagchand Varia (ii) Nirav Kanaiyalal Pandya as the the second confirming parties and 4) M/s. Regent Associates the "Assignees"/"Purchasers" therein registered in the office of the Sub-Registrar of Assurances under Serial No.BDR7-14698-2019, the said Shri Yogendra alias Vaikunthrai Amratlal Bhatt assigned their share in the property in favor of M/s. Regent Associates at or for the consideration upon the terms and conditions mentioned therein and M/s. Maitree Construction through its partners (i) Manish son of Sobhagchand Varia (ii) Nirav Kanaiyalal Pandya revoked and canceled the said Agreement dt. 10/05/2018 bearing Registration No. BDR-9/6777/2018 of 2018 and the Deed of Rectification bearing Registration No. BDR4-3564/2019.
- n. By virtue of notice under section 354 bearing no. KW/354 (Pull Down)/ 137 / BF/ DO-IV dated 29/08/2019 issued by the MCGM the said building "Bhatt Building" is completely vacated and demolished.
- o. The Property Card shows the name of Swastik Co-operative Housing Society as the owners of the said property and M/s Regent Associates as the lessee.

- p. I have taken search through the Search Clerk Mr. Nilesh Vagal and also verified the papers and documents mentioned above.
- q. I come to the conclusion that the said M/s. Regent Associates are entitled to the leasehold rights of said entire property bearing C.T.S. Nos. 252 of Village - Vile Parle, Taluka - Andheri.
- r. I have also obtained the Affidavit of the Partner of M/s Regent Associates and gone through the documents and papers submitted by them and as per their instructions. Regent Associates have not created any adverse right, title or interest or created any lien, mortgage, charge or taken any loan from Banks, Financial Institutions or any other parties.
- s. Relying upon the papers and documents and search clerk's report and Affidavits given by the Partner of M/s Regent Associates, I am prima facie of the opinion that the title of the above property is clear and marketable and free from encumbrances subject to whatever is stated above.

Encl : As above.

(Anil L. Gala)

Anil L. Gala
9/8/2020

Advocate, High Court.