

Ratnakar D. Rashinkar

Advocate

101, Aishwarya Laxmi Apartments, Maharshi Karve Road, Opp. Namdev Wadi Hall, Thane (W) 400 602.
Tel. : 2542 3465 • 2542 1916 • E-mail : rd_rashinkar@yahoo.com

- agreed to sell the said Plot-A and structures existing therein to her abovenamed three sons Gaurishankar, Pratap and Shankar, each having 1/3 undivided share, right, title, claim and interest therein.
- f. Gaurishankar died on or about 09/07/2002 survived by his only married daughter Geeta Bhatt as his only heir and legal representative.
- g. Shankar died on or about 16/11/2005 survived by his widow Sushila Bhatt as his only heir and legal representative.
- h. Pratap died on or about 24/02/2008 survived by his widow Smt. Sarla Pratap Bhatt, his married daughter Smt. Usha Uday Bhatt, his another married daughter Smt. Deepa @ Deepali Hitesh Pandya and through his predeceased son Mahesh Pratap Bhatt, who died on or about 23/01/2004, Smt. Varsha Mahesh Bhatt, Ms. Dhiral Mahesh Bhatt, Jaykumar Mahesh Bhatt and Devkumar Mahesh Bhatt, the last four being the widow, daughter and two sons respectively of Mahesh Pratap Bhatt as his only legal heirs and representatives.
3. Upon death of Gaurishankar, Geeta Bhatt; further upon death of Shankar, Sushila Bhatt, each became entitled to 1/3 share, right, title, claim and interest in the said Plot-A and the structures existing therein. Likewise, upon death of Pratap, his abovenamed legal heirs and representatives, jointly became entitled to remaining 1/3 undivided share, right, title, claim and interest in the said Plot-A and the structures existing thereon.



4. Pratap, in his lifetime, dealt with and developed the **Plot-C** by subdividing the same into sub-plots and constructing some buildings on some of such sub-plots with necessary permissions from the concerned authorities and created some third party interest in respect of such developed sub-plots and the premises in the buildings constructed thereon.

5. Under Agreement-A and Conveyance-A, Geeta Bhatt sold and transferred absolutely her 1/3 share, right, title, claim and interest in respect of Plot-A and the structures existing thereon to Rushabh and put Rushabh in possession thereof to that extent, subject to the covenants contained therein.

6. Under Agreement-B and Conveyance-B, Sushila Bhatt sold and transferred absolutely her 1/3 share, right, title, claim and interest in respect of Plot-A and the structures existing thereon to Rushabh and put Rushabh in possession thereof to that extent, subject to the covenants contained therein.

7. Under Conveyance-C, Sarla Bhatt, Usha Bhatt and Deepa Pandya jointly sold and transferred absolutely their 3/4 share, right, title, claim and interest in 1/3 share, right, title, claim and interest in respect of Plot-A and the structures existing thereon to Rushabh and put Rushabh in possession thereof to that extent, subject to the covenants contained therein.

8. In terms of Conveyance-A, Conveyance-B and Conveyance-C, Rushabh became entitled to 11/12, i.e. about 91.66% undivided share, right, title, claim and interest with respect to Plot-A and the structures existing thereon and possession thereof to that extent, which Rushabh in turn sold

Ratnakar D. Rashinkar
Advocate

101, Aishwarya Laxmi Apartments, Maharshi Karve Road, Opp. Namdev Wadi Hall, Thane (W) 400 602.
Tel. : 2542 3465 • 2542 1916 • E-mail : rd_rashinkar@yahoo.com

and transferred to Meridian under Conveyance-G and put Meridian in possession thereof to that extent, subject to the covenants contained therein.

9. Under Conveyance-E, Varsha Bhatt, Dhiral Bhatt, Jay Bhatt and Dev Bhatt jointly sold and transferred absolutely their 1/4 share, right, title, claim and interest in 1/3 share, right, title, claim and interest in respect of Plot-A and the structures existing thereon to Meridian and put Meridian in possession thereof to that extent, subject to the covenants contained therein.

10. In view of Conveyance-G and Conveyance-E, Meridian became the absolute owner and fully seized and possessed of Plot-A and the structures existing thereon, subject to the covenants contained therein.

11. Under Conveyance-D, Sarla Bhatt, Usha Bhatt and Deepa Pandya jointly sold and transferred absolutely their 3/4 share, right, title, claim and interest in respect of Plot-C and the structures existing thereon to Rushabh and put Rushabh in possession thereof to that extent, subject to the covenants contained therein.

12. Under Conveyance-F, Varsha Bhatt, Dhiral Bhatt, Jay Bhatt and Dev Bhatt jointly sold and transferred absolutely their 1/4 share, right, title, claim and interest in respect of Plot-C and the structures existing thereon to Meridian and put Meridian in possession thereof to that extent, subject to the covenants contained therein.



13. Under Conveyance-H, Rushabh sold and transferred absolutely 3/4 undivided share, right, title, claim and interest with respect to Plot-C, which they had acquired under Conveyance-D to Meridian and put Meridian in possession thereof to that extent, subject to the covenants contained therein.

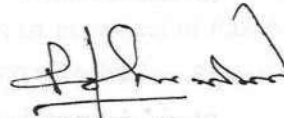
14. In view of Conveyance-F and Conveyance-H, Meridian became the absolute owner and fully seized and possessed of Plot-C and the structures existing thereon, subject to the covenants contained therein.

15. In the aforesaid Search Report, Form – I and Property Card Extracts, there are no encumbrances found.

16. In view of what is stated above, I find that Meridian has become entitled to and seized and possessed of Plot-A and Plot-C i.e. Final Plot No.394/A admeasuring 5966.56 Sq. mts and Final Plot No. 394/C admeasuring 6291.1 Sq. mts respectively of T.P. Scheme No. I and has good and marketable title to the same, subject to the covenants contained in the documents referred to hereinabove.

Thane

Date: 21st November 2012



R.D. Rashinkar
[Advocate]