

Dayashankar Yadav

B.A. LL.B.

ADVOCATE, HIGH COURT

Contact: 8691990509

Off: Room no. 499, Mamta CHS Ltd. Akurli Road, Hanuman Nagar, Kandivali (E), Mumbai – 400 101 (Email: advdsyadav2012@gmail.com)

LEGAL TITLE REPORT

To

Maharera

Sub: Title clearance certificate with respect to plot no. 36, CTS no. 36/6 of Sion Division, in the registration District and Sub District of Mumbai City. (Hereinafter referred as the said plot).

I have investigated the title of the said plot on the request of (M/s. H. Mehta Realtors LLP) and following documents i.e.,

- 1) **Description of the property.**
All that piece and parcel of plot/land adm. 632.96 Sq.mtrs or thereabout together with a structure standing thereon known as 'Sion House' comprising Ground+3 upper floor and One Godown on the aforesaid land situated at Sion station Road no 3 Sion West Mumbai 400022, constructed on land bearing Plot no. 36, Sion Matunga scheme no 6, CTS no. 36/6 of Sion Division, in the registration District and Sub District of Mumbai City.
- 2) **The documents of allotment of plot-**
- 3) Copy of Deed of Assign nent dated 07.09.2020 Registered with the Sub Registrar of assurance under Sr. no. BE-E-4/6107/2020 dated 30.09.2020 said Arusha Vasudev, Kalyani Gupte, Shruti Gupte, Arjun Gupte, Nalini Pradhan, Vilasini Kharkar, Rajani Gupte, Vandana Palkar, Manik Gupte, Snehal Jayavant, Meena Ambegaonkar, Anish Gupte (Vendor) and M/s. H. Mehta Realtors LLP (Purchaser)
- 4) Copy of Rectification Deed dated 15.12.1998 registered under Sr no BBE-5192-1998 dated 15.12.1998 between Shrikant Gupte 'Releaseor' and Anand Gupte & Shrikant Gupte being executors appointed of Shalini Gupte 'Releasee'
- 5) Copy of Release Deed dated 03.12.1997 registered under Sr no BBE-4215-1997 dated 23.01.1998 between Shrikant Gupte 'Releasor' and Anand Gupte & Shalini Gupte 'Releasee'
- 6) Copy of Letter No. E.A.L. 3961 dated 14.02.1942 issued by the Deputy Municipal Commissioner (Improvements Committee)
- 7) Copy of Letter dated 07.07.1943 issued by the Deputy Municipal Commissioner
- 8) Copy of Application dated 01.01.1942 and Acceptance Letter dated 20.02.1942
- 9) Copy of Letter of Administrator dated 03.07.2016
- 10) Copy of Consent Terms dated 24.03.2014
- 11) Copy of Consent Terms dated 06.03.2017
- 12) Copy of death certificate of Rajiv Vasant Gupte, Anuradha Anand Gupte, Indumati Anand Gupte, Anand S Gupte, Vishwas Sadashiv Gupte, Shrikant Anand Gupte, Vasant Sadashiv Gupte, Gopinath Krishna Pradhan, Ramchandra Pradhan, Shalini Gupte
- 13) Copy of Letter dated 18.04.2017 issued by MCGM
- 14) Extract of property card and assessment bill
- 15) Copy of approved Building Plan



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3) Search report for 30 years from 07.10.2020 Till 31.07.2023

2. On perusal of the above-mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of (M/s. H. Mehta Realtors LLP) is clear, marketable and without any encumbrances.

3. The report reflecting the flow of the title of the (owner/ promoter/ developer/company) on the said land is enclosed herewith as annexure.

Encl:

Annexure.



Yours faithfully,

DAYASHANKAR YADAV
Dayashankar Yadav
Advocate

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FLOW OF THE TITLE OF THE SAID LAND.

1. From the documents produce before us we are in the opinion that the Municipal Corporation of Greater Mumbai (the said MCGM) is the absolute and exclusive owner of a larger plot of land admeasuring approximately 1,909 square yards and bearing Plot No. 36 of Sion-Matunga Scheme No.6 being within the limits of MCGM, 'F/N' Ward, Sion Station Road, Road no 3 Mumbai, Sion (West), Mumbai 400022 (hereinafter referred to as the "**Larger Land**");

2. By and under an Application dated 01.01.1942, one Mr. Gopinath Krishna Pradhan offered to acquire leasehold rights in respect of the Larger Land, and had accordingly paid the applicable amounts to MCGM. Accordingly, by and under Improvements Committee's Resolution No. 666 dated February 10, 1942, the grant of lease in respect of the Larger Land in favour of Gopinath Pradhan for a lease term of 999 years (being lease in perpetuity) was sanctioned subject to the terms and conditions of Letter No. E.A.L. 3961 dated 14.02.1942 issued by the Deputy Municipal Commissioner (Improvements Committee);

3. Pursuant to the above, by and under an Acceptance dated February 20, 1942, the Deputy Municipal Commissioner (Improvements Committee) accepted the aforesaid offer from Gopinath Pradhan and further accepted the aforesaid grant of lease in respect of the Larger Land in favour of Gopinath Pradhan for the Lease Term, and by and under Letter dated March 11, 1942, possession of the Larger Land was offered to Gopinath Pradhan by The Estate Agent and Land Manager (MCGM) pursuant to which Gopinath Pradhan received possession of the Larger Land and accordingly, Gopinath Pradhan became absolutely seized and possessed of and well and sufficiently entitled to the absolute and exclusive ownership rights in respect of the Larger Land for the aforesaid Lease Term.

4. The said Gopinath Pradhan had requested for subdivision of the Larger Land, and accordingly, in another Meeting of the Improvements Committee held on April 27, 1943, the Committee referred to its earlier Resolution dated February 10, 1942 and accordingly passed Resolution No. 38 whereby *inter alia* the following were approved:

- a. Sub-division of the Larger Land into 2 (separate) plots bearing Plot No. 36 admeasuring 956 square yards, and Plot No. 36-A admeasuring 956 square yards
- b. Half portion of the Larger Land to the extent of all that piece and parcel of land admeasuring approximately 799.33 square metres or thereabouts equivalent to 956



square yards or thereabouts, bearing Plot No. 36 and bearing corresponding City Survey No. 36/6 of Sion-Matunga Scheme No. 6, F/N Ward, lying situate and being at Sion Station Road, Road no 3 within the limits of the Municipal Corporation of Greater Mumbai, Sion (West), Mumbai 400022 (hereinafter referred to as "Plot") would continue to be retained by Gopinath Pradhan; and

- c. The balance half portion of the Larger Land to the extent of Plot No. 36-A admeasuring 956 square yards was approved to be transferred to one Mr. D. M. Wagle.

5. Thereafter, said Gopinath Pradhan constructed, on a portion of the Plot, a commercial godown admeasuring about 20 square metres carpet area and a building known as 'Sion House' Property bearing No. SAC No. FN0101280090000 consisting of 1,510.1 square metres carpet area and comprising of ground + 3 (three) upper floors,

6. The said Gopinath Pradhan died intestate as a bachelor at Mumbai on July 26, 1990 leaving behind his sister Ms. Shalini Sadashiv Gupte and his brother Mr. Ramchandra Krishna Pradhan as his only legal heirs and representative under which he was governed during his lifetime, and accordingly Shalini Gupte and Ramchandra Pradhan became entitled to the joint and undivided rights in the Property in the ratio of 50% : 50% respectively.

7. The said Ramchandra Pradhan died a bachelor at Singapore on November 4, 1990 leaving behind his Last Will and Testament dated August 27, 1990 which was registered with the Sub Registrar of Assurances of Bombay under Serial No. P/BBK/2338 of 1990 under which he bequeathed his 50% undivided right/ share in the said Property in favour of his nephew Mr. Anand Sadashiv Gupte. One Mr. Shrikant Anand Gupte, and being the Executor under the aforesaid Last Will of Ramchandra Pradhan) filed Probate/ Testimony Petition No. 652 of 1991 before the Hon'ble Bombay High Court, which was subsequently converted into Testamentary Suit No. 18 of 1991, wherein, Minutes of Consent Order dated July 22, 1992 was executed amongst all parties thereto, and accordingly the aforesaid Testamentary Suit No. 18 of 1991 was disposed-off. Pursuant to the aforesaid Consent Order dated July 22, 1992, Shrikant Gupte was appointed as sole Administrator to the entire estate of Gopinath Krishna Pradhan. Probate was



granted in respect of the Last Will of Ramchandra Pradhan on December 22, 1994 in favour of the Shrikant Gupte whereby the 50% joint and undivided share of Ramchandra Pradhan in the Property devolved upon and stood bequeathed in favour of Anand Gupte (in accordance with the Last Will of Ramchandra Pradhan). Clause Nos. 7(iv) and 7(vi) of the aforesaid Consent Order dated July 22, 1992 clarified that the Last Will of Ramchandra Pradhan was *inter alia* only in respect of half rights in the Property.

8. In furtherance of the aforesaid Consent Order dated 22.07.1992 and in accordance with the Last Will of Ramchandra Pradhan, a Deed of Release dated 03.12.1997 was executed and registered at the office of the Sub Registrar of Assurances under Serial No. BBE-4215-1997 r/w. Rectification Deed dated 15.12.1998 registered under Sr. no.BBE-5192-1998, whereby Shrikant Gupte (as the Sole Administrator under the Last Will of Ramchandra Pradhan and as 'Releasor' therein) released the entire rights whatsoever of Ramchandra Pradhan in the Property in favour of Anand Gupte & Shalini Gupte (collectively as Releasees therein), without any consideration.

9. The said Shalini Gupte died at Mumbai on 15.12.1999 leaving behind her Last Will and Testament dated August 27, 1990 registered under Serial No. P/BBK/2339 of 1990 and Codicil dated May 4, 1996 (in Marathi) registered under Serial No. 600 of 1996 under which she bequeathed her 50% undivided right/ share in the Property in favour of her son Anand Gupte.

10. The said Shalini Gupte's husband Mr. Sadashiv Vaman Gupte had pre-deceased her and had died sometime in the year 1960. Accordingly, Shalini Gupte had died leaving behind the following 5 family members namely sons Mr. Vasant Sadashiv Gupte, Vishwas Sadashiv Gupte, Anand Gupte and daughters Nalini Pradhan & Vilasini Kharkhar as her only legal heirs/ successors under which she was governed during her life time.

11. The said Mr. Vasant Sadashiv Gupte who died intestate at Pune on 25.04.2003 leaving behind him his wife Mrs. Kumudini Vasant Gupte, son Mr. Rajiv Vasant Gupte & daughter Vandana Palkar as his only legal heirs/ successors under which he was governed during his life time



12. And said Mrs. Kumudini Vasant Gupte who died at Pune on July 3, 2003 leaving behind her Last Will & Testament dated May 25, 1998 under which she had *inter alia* bequeathed all her assets/ share in favour of her children Rajiv Gupte and Vandana Palkar

13. The said Vishwas Sadashiv Gupte died intestate at Pune on August 28, 2012 leaving behind him his wife Manik Gupte, daughters Snehal Jayavant, Meena Ambegaonkar and Son Anish Gupte as his only legal heirs and representative under which he was governed during his lifetime.

14. The said Mr. Anand Gupte who died intestate at Mumbai on 09.10.2013 leaving behind his daughter Arusha Vasudev as his only legal heirs and representative under which he was governed during his lifetime.

15. The said Shrikant Gupte (being the executor of the aforesaid Last Will and Codicil of Shalini Gupte) had, during his lifetime, filed Probate/ Testimony Petition No. 1176 of 1998 before the Hon'ble Bombay High Court for grant of probate in respect of the Last Will and Codicil of Shalini Gupte. However, the aforesaid Probate/ Testimony Petition was subsequently converted into Testamentary Suit No. 51 of 1999 as the aforesaid Nalini Pradhan, Vilasini Kharkar and Vishwas Gupte (during his lifetime) filed caveats in the aforesaid Probate/ Testimony Petition. However, during pendency of the aforesaid Testamentary Suit No. 51 of 1999, the aforesaid Shrikant Gupte died on 03.03.2007 leaving behind his him Kalyani Shrikant Gupte, Arjun Shrikant Gupte and Shruti Shrikant Gupte as his only legal heirs and representative, and accordingly, after obtaining liberty/ permission of the Hon'ble Bombay High Court, Anand Gupte filed another Testamentary Petition No. 39 of 2010 which was subsequently converted into Testamentary Petition No. 282 of 2008. By and under Consent Terms dated 24.03.2014 filed in the aforesaid Testamentary Petition No. 282 of 2008 by all legal heirs of aforesaid Shalini Gupte, the aforesaid Arusha Vasudev was appointed as the Administrator of the estate of Shalini Gupte (which estate included her 50% joint and undivided share in the Property).

16. Accordingly, pursuant to the above and based on the aforesaid Last Will and Codicil of Shalini Gupte and further pursuant to the aforesaid Consent Terms dated March 24, 2014 filed



in Testamentary Petition No. 282 of 2010, the entire right/ share in the Property (i.e. the 50% joint and undivided rights of Anand Gupte and the 50% joint and undivided rights of Shalini Gupte) stood devolved jointly in favour of the following individuals, and accordingly the following individuals became jointly, exclusively and absolutely entitled to the absolute joint and undivided leasehold rights in respect of the Plot for the Lease Term together with the joint and undivided ownership rights in respect of the Structures, in the following ratio: Arusha Vasudev (30%), Kalyani Gupte (10%), Shruti Gupte (10%), Arjun Gupte (10%), Nalini Pradhan (10%), Vilasini Kharkar (10%), Rajiv Gupte (5%), Vandana Palkar (5%), Manik Gupte (2.5%), Snehal Jayavant (2.5%) Meena Ambegaonkar (2.5%), Anish Gupte (2.5%)

17. By and under its Letter dated 18.04.2017 bearing No. AC/Estate/27631/LB-1 issued by the Assistant Commissioner (Estates-MCGM), MCGM stated/ informed *inter alia* that the leasehold rights in respect of the Plot now vests in the names of the various individuals owners namely Arusha Vasudev, Kalyani Gupte, Shruti Gupte, Arjun Gupte, Nalini Pradhan, Vilasini Kharkar, Rajiv Gupte, Vandana Palkar, Manik Gupte, Snehal Jayavant, Meena Ambegaonkar, Anish Gupte.

18. The said Rajiv Gupte died intestate at Mumbai on 16.07.2019 leaving behind his wife Rajani Gupte as his only legal heir/ successor. Accordingly, pursuant to the above and further pursuant to the demise of Rajiv Gupte, the entire right/ share in the Property (i.e. the 50% joint and undivided rights of Anand Gupte and the 50% joint and undivided rights of Shalini Gupte) stood devolved jointly in favour of the Assignors/ Vendors herein, and accordingly the Assignors/ Vendors herein became jointly, exclusively and absolutely entitled to the absolute joint and undivided leasehold rights in respect of the Plot for the Lease Term Together with the joint and undivided ownership rights in respect of the Structures, in the following ratio; Arusha Vasudev (30%), Kalyani Gupte (10%), Shruti Gupte (10%), Arjun Gupte (10%), Nalini Pradhan (10%), Vilasini Kharkar (10%), Rajani Gupte (5%), Vandana Palkar (5%), Manik Gupte (2.5%), Snehal Jayavant (2.5%) Meena Ambegaonkar (2.5%), Anish Gupte (2.5%).

19. By and Deed of Assignment dated 07.09.2020 Registered with the Sub Registrar of assurance under Sr. no. BBE-4/6107/2020 dated 30.09.2020 said Arusha Vasudev, Kalyani Gupte, Shruti Gupte, Arjun Gupte, Nalini Pradhan, Vilasini Kharkar, Rajani Gupte, Vandana Palkar, Manik



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Gupte, Snehal Jayavant, Meena Ambegaonkar, Anish Gupte agree to sale All that piece and parcel of plot/land adm. 632.96 Sq.mtrs or thereabout together with a structure standing thereon known as 'Sion House' comprising Ground+3 upper floor and One Godown on the aforesaid land situated at Sion station Road no 3 Sion West Mumbai 400022, constructed on land bearing Plot no. 36, Sion Matunga scheme no 6, CTS no. 36/6 of Sion Division, in the registration District and Sub District of Mumbai City to M/s. H. Mehta Realtors LLP for the consideration of Rs. 54,35,799/- and on the terms and conditions mentioned therein.

Hence, we are of the opinion that the flow of title in favour of M/s. H. Mehta Realtors LLP is proper and valid in law.

Date: 31.07.2023



Yours faithfully,

DAYASHANKAR YADAV

[Handwritten Signature]
Advocate