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LEGAL TITLE REPORT

Sub.: Title Certificate with respect to all that piece and parcel of land bearing Final Plot No.29, corresponding C.T.S.No.5951 admeasuring 1394.70 sq. meters or thereabouts of Town Planning Scheme- Ghatkopar No. III situated at Tilak Road, Ghatkopar (E), Mumbai- 400 077 of Revenue Village Ghatkopar Kirol, Taluka Ghatkopar, within the limits of Greater Bombay ("**the said Property**").

I have investigated the entitlement of **M/S. SHREE SAI ENTERPRISES**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered address at 201, Sai Plaza, R. B. Mehta Road, Ghatkopar (E), Mumbai 400 077 to the said Property. This report is based on the documents inspected by me, factual particulars and information obtained by me from the Search Report:

1) Property Register Card in respect of land bearing Final Plot No.29 of TPS-3 bearing corresponding C.T.S.No.5951;

2) Registered Deed of Conveyance dated 30th December, 2011 duly registered with the Sub-Registrar of Assurances at Kurla-3 bearing registration no. BDR13-00127-2012 dated 6th January, 2012 executed between Smt. Laxmiben Jasraj Patel and Others (as the Vendors) and M/s. J.V Construction and Developers (as the Purchaser);

3) Notice of dissolution dated 9th January, 2020 addressed by Mr. Harjivan Rajabhai Patel (son of Mr. Rajabhai Bhagwanji Patel) to M/s. Bhaveshwar Construction Co;

4) Registered Deed of Conveyance dated 2nd November, 2020 duly registered with the Sub-Registrar of Assurances at Kurla-4 bearing registration no-KRL4-9957-2020- dated 2nd November, 2020 executed between M/s. J.V Construction and Developers (as the Vendors) and M/s. Shree Sai Enterprises (as the Purchaser);

5) Registered Deed of Conveyance dated 31st March, 2021 duly registered with the Sub-Registrar of Assurances at Kurla-2 bearing registration no-KRL5-9692-2021 dated 20th July,2021 executed between Shri Jayanti Premji Patel and Two Others (as the Vendors) and M/S. Shree Sai Enterprises (as the Purchaser);

6) Registered Deed of Conveyance dated 31st March, 2021 duly registered with the Sub-Registrar of Assurances at Kurla-5 bearing registration no-KRL5-14207-2021 dated 4th October, 2021 executed between Smt. Kantaben Jayantilal Patel and six others (as the Vendors) and M/S. Shree Sai Enterprises (as the Purchaser);

7) Registered Deed of Conveyance dated 30th June, 2022 duly registered with the Sub-Registrar of Assurances at Kurla-1 bearing registration no-KRL1-12145-2022 dated 30th June, 2022 executed between Shri. Mukesh Premji Patel (as the Vendor) and M/S. Shree Sai Enterprises (as the Purchaser);

8) Registered Deed of Conveyance dated 28th September, 2022 duly registered with the Sub-Registrar of Assurances at Kurla-5 bearing registration no-KRL5-19187-2022 dated 28th September, 2022 executed between Smt. Kuvarben Pachabhai Patel & 6 Others (as the Vendors) and M/S. Shree Sai Enterprises (as the Purchaser);

9) Registered Deed of Conveyance dated 28th December, 2022 duly registered with the Sub-Registrar of Assurances at Kurla-1 bearing registration no-KRL1-23274-2022 dated 28th December, 2022 executed between Smt. Jayshree Dhiraj Patel and Smt. Shikha Dhiraj Patel (as the Vendors) and M/S. Shree Sai Enterprises (as the Purchaser);

10) Registered unilateral Declaration dated 24th February, 2023 duly registered with the Sub-Registrar of Assurances at Kurla-5 bearing registration no-KRL5-4151-2023 dated 24th February, 2023 executed Mr. Harjivan Rajabhai patel (son of Mr. Rajabhai Bhagwanji Patel).

11) Deed of Partnership of M/s. Shree Sai Enterprises dated 1st April, 2019;

12) Public Notices dated 24th June 2023 issued in Free Press Journal in English and the Marathi translation thereof in Navshakti and Gujarati translation thereof in Janmabhoomi;

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. Shree Sai Enterprises to the said property is clear, marketable and without any encumbrances.

M/s. Shree Sai Enterprises are the owners of the said Property.

The report reflecting the flow of title of M/s. Shree Sai Enterprises on the said Property is enclosed herewith as an Annexure.

Encl.: Annexure

ISSUED

ANKIT L. SHAH
MUMBAI
Advocate, High Court

13-07-2023

(Ankit L. Shah)
Advocate High Court

Date: 13.07.2023
Place: Mumbai

"ANNEXURE"

FLOW OF TITLE OF THE SAID PROPERTY

1. During their lifetime, i) Shri. Jasraj Ramji Patel ii) Shri. Bhagwanji Ramji Patel iii) Shri. Jivanbhai R. Patel and iv) Shri Premji Jasraj Patel were the joint owners and/or otherwise jointly well and sufficiently entitled to the immovable property being all that piece and parcel of land bearing final Plot No. 29, CTS No. 5951 admeasuring 1,394 square meters or thereabouts of Town Planning Scheme Ghatkopar No. III (**'the said land'**) together with buildings standing thereon known as Maheshwar Nagar Building No.1 and 2 having ground plus 2 upper floors along with 2 garages (**'the said buildings'**) situated at Tilak Road, Ghatkopar of Village Ghatkopar Kirol, Taluka Ghatkopar. The said land and the said buildings shall collectively be referred to as (**'the said property'**) each of them having their respective undivided share, right, title and interest therein.

2. There were in all 30 tenements in the said buildings, which were let-out to various tenants.

3. Shri. Jasraj Ramji Patel expired intestate at Mumbai on 27th April, 1978 leaving behind him the following legal heirs and next of kins as per the provisions of law by which he was governed at the time of his death:

   i. Smt. Laxmiben Jasraj Patel (his widow);
   ii. Shri. Prabhudas Jasraj Patel (his son);
   iii. Shri. Mohan Jasraj Patel (his son);
   iv. Shri. Ganesh Jasraj Patel (his son);
   v. Smt. Jaswanti Mohan Patel (his married daughter).

   who inherited the undivided share of Late Shri. Jasraj Ramji Patel in the said property.

4. Shri. Bhagwanji Ramji Patel expired intestate at Mumbai on 26th April, 1982 leaving behind him the following legal heirs and next of kins as per the provisions of law by which he was governed at the time of his death:

i. Smt. Laxmiben Bhagwanji Patel (his widow);
ii. Smt. Kanjibhai Bhagwanji Patel (his son);
iii. Shri. Rajabhai Bhagwanji Patel (his Son) who also expired intestate on 3rd January, 2017;
iv. Shri. Pachabhai Bhagwanji Patel (his Son) who has also expired intestate on 14th May, 2002.

who inherited the undivided share of Late Shri. Bhagwanji Ramji Patel in the said property.

5. Shri. Jivanbhai R. Patel expired intestate at Mumbai on 5th December, 1959 leaving behind him the following legal heirs and next of kins as per the provisions of law by which he was governed at the time of his death:

i. Smt. Jiviben Hiralal Patel (his daughter-in-law);
ii. Shri. Ashwin Hiralal Patel (his grandson);
iii. Shri. Amit Hiralal Patel (his grandson);
iv. Smt. Bharti Kanti Patel (his married granddaughter).

who inherited the undivided share of Late Shri. Jivanbhai R. Patel in the said property.

6. Shri. Premji Jasraj Patel expired intestate at Mumbai on 18th February 1998 leaving behind him the following legal heirs and next of kins as per the provisions of law by which he was governed at the time of his death:

i. Smt. Sakarben Premji Patel (his widow who has also expired intestate on 14th August2007) and the persons mentioned in sr. no. ii to vi below as his last legal heirs and next of kin, as per the provisions of the law by which he was governed at the time of his death;

ii. Smt. Chaturbala Pravin Patel (his married daughter) who has also expired intestate on 6th October, 2008 leaving behind her son Mr. Dhiren Pravin Patel as her last legal heir and next of kin, as per the provisions of the law by which she was governed at the time of her death as her husband Mr. Pravin Patel had predeceased her intestate on 14th August 2017.

iii. Smt. Pushpaben Govind Patel (his Married Daughter) being the Vendor No. 2 herein.

iv. Shri. Jayanti Premji Patel (his Son).

v. Shri. Mukesh Premji Patel (his Son).

vi. Shri. Dhiraj Premji Patel (his Son) who has expired intestate on 11th November, 2018 leaving behind him Smt. Jayshree Dhiraj Patel (his widow) and Ms. Shikha Dhiraj Patel (his daughter), as his last legal heirs and next of kins, as per the provisions of the law by which he was governed at the time of his death.

who inherited the undivided share of Late Shri. Premji Jasraj Patel in the said property.

7. By a registered Deed of Conveyance dated 30th December, 2011 duly registered with the Sub-Registrar of Assurances at Kurla-3 bearing registration No- BDR13-00127-2012 dated 6th January, 2012 executed between i) Smt. Laxmiben Jasraj Patel, ii) Shri Prabhudas Jasraj Patel iii) Shri. Mohan Jasraj Patel iv) Shri. Ganesh Jasraj Patel v) Shri. Lalji Jasraj Patel vi) Shri. Jaswanti Mohan Patel vii) Smt. Laxmiben Bhagwanji Patel viii) Kanjibhai Bhagwanji Patel ix) Smt. Jiviben Hiralal Patel x) Shri. Ashwin Hiralal Patel xi) Shri. Amit Hiralal Patel xii) Smt. Bharti Kanti Patel being the Vendor therein referred to of the One Part and M/s. J.V Construction and Developers being the Purchaser therein referred to of the Other Part, Smt. Laxmiben Jasraj Patel and Eleven Others sold transferred and conveyed their 53.5 % undivided share, right, title and interest in the said property to M/s. J.V Construction and Developers for the consideration and upon the terms and conditions recorded therein.

8. *Vide* a Notice dated 9th January, 2020 addressed by Harjivan Rajabhai Patel *(grandson of Late. Bhagwanji Ramji Patel and son of Late. Rajabhai Bhagwanji Patel)* to M/s. Bhaveshwar Construction Co., Harjivan Rajabhai Patel gave notice to all Partners of his intention to dissolve the said firm with immediate effect for all intents and purposes in law. As the Partnership of M/s. Bhaveshwar Construction Co was a Partnership 'At Will', upon the date of the aforesaid notice, the said Firm stood dissolved with effect from 9th January, 2020.

9. By a registered Deed of Conveyance dated 2nd November, 2020 duly registered with the Sub-Registrar of Assurances at Kurla-4 bearing registration no-KRL4-9957-2020- dated 2nd November, 2020 executed between M/s. J.V Construction and Developers being the Vendor therein referred to of the One Part and M/S. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, M/s. J.V Construction and Developers sold transferred and conveyed their 53.5 % undivided share, right, title and interest in the said property to M/s. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

10. By a registered Deed of Conveyance dated 31st March, 2021 duly registered with the Sub-Registrar of Assurances at Kurla-2 bearing registration no-KRL5-9692-2021 dated 20th July,2021 executed between i) Shri Jayanti Premji Patel, ii) Smt. Pushpaben Govind Patel and iii) Shri. Dhiren Pravin Patel being the Vendors therein referred to of the One Part and M/s. Shree Sai Enterprises being as the Purchaser therein referred to of the Other part, Shri Jayanti Premji Patel and Two Others sold transferred and conveyed his 22.2 % undivided share, right, title and interest in the said property to M/s. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

11. By a registered Deed of Conveyance dated 31st March, 2021 duly registered with the Sub-Registrar of Assurances at Kurla-5 bearing registration no-KRL5-14207-2021 dated 4th October, 2021 executed between i) Smt. Kantaben Jayantilal Patel, ii) Shri. Ajay Jayanti Patel iii) Shri. Rajesh Jayantilal Patel iv) Smt. Poonam Jayanti Patel v) Shri Harjivan Rajabhai Patel vi) Shri Mahesh Rajabhai Patel vii) Shri. Suresh Rajabhai Patel viii) Smt. Hemlata Jayantilal Patel being the Vendors therein referred to of the One part and M/s. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, Smt. Kantaben Jayantilal Patel and Seven Others sold transferred and conveyed his 4.75 % undivided share, right, title and interest in the said property to M/s. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

12. By a registered Deed of Conveyance dated 30th June, 2022 duly registered with the Sub-Registrar of Assurances at Kurla-1 bearing registration no-KRL1-12145-2022 dated 30th June, 2022 executed between Shri. Mukesh

Premji Patel being the Vendor therein referred to of the One Part and M/s. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, Shri. Mukesh Premji Patel sold transferred and conveyed his 7.40 % undivided share, right, title and interest in the said property to M/s. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

13. By a Registered Deed of Conveyance dated 28th September, 2022 duly registered with the Sub-Registrar of Assurances at Kurla-5 bearing registration no-KRL5-19187-2022 dated 28th September, 2022 executed between i) Smt. Kuvarben Pachabhai Patel ii) Smt. Sathvara Sonal Bharat iii) Smt. Diptiben Bhogilal Patel iv) Shri. Jayesh Pachabhai Patel v) Shri. Hitesh Shivji Patel vi) Shri. Nirav Hitesh Patel vii) Smt. Ekta Krunal Merchantbeing the Vendors therein referred to of the One Part and M/S. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, Smt. Kuvarben Pachabhai Patel and Six Others sold transferred and conveyed their 4.75 % undivided share, right, title and interest in the said property to M/s. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

14. By a Registered Deed of Conveyance dated 28th December, 2022 duly registered with the Sub-Registrar of Assurances at Kurla-1 bearing registration no-KRL1-23274-2022 dated 28th December, 2022 executed between Smt. Jayshree Dhiraj Patel and Smt. Shikha Dhiraj Patel being the Vendors therein referred to of the One Part and M/S. Shree Sai Enterprises being the Purchaser therein referred to of the Other Part, Smt. Jayshree Dhiraj Patel and Smt. Shikha Dhiraj Patel sold transferred and conveyed their 7.40 % undivided share, right, title and interest in the said property to M/s. Shree Sai Enterprises for the consideration and upon the terms and conditions recorded therein.

15. By a Registered unilateral Declaration dated 24th February, 2023 duly registered with the Sub-Registrar of Assurances at Kurla-5 bearing registration no-KRL5-4151-2023 dated 24th February, 2023 executed Mr. Harjivan Rajabhai patel *(grandson of Late. Bhagwanji Ramji Patel and son of Late. Rajabhai Bhagwanji Patel)* recorded manner of dissolution of the

Partnership Firm of M/s. Bhaveshwar Construction Co. Based on the said registered Unilateral Declaration dated 24th February, 2023 the name of M/s. Bhaveshwar Construction Co was deleted from the relevant property card pertaining to the said land.

16. Under the circumstances, M/s. Shree Sai Enterprises became entitled to the said property.

17. M/s. Shree Sai Enterprises have entered into separate registered Agreements For Permanent Alternate Accommodation with the 30 Tenants/Occupants who were in occupation of the said erstwhile tenanted buildings upon the terms and conditions recorded in the said registered Agreements and upon the Tenants/Occupants vacating their respective premises in the said erstwhile tenanted buildings, the Owners have demolished the said tenanted buildings and at present the said property is clear and vacant.

18. On my instructions a search was conducted by Search Clerk Mr. Arvind Kadam, in the offices of the Sub-Registrar of Assurances at Mumbai, Bandra and Kurla and based on his report dated 4th July, 2023 it can be inferred that there are no encumbrances or charges on the said property.

19. Public Notices were published in issues dated 24th June 2023 of The Free Press Journal (in English) and the Marathi translation thereof in Navshakti and Gujarati translation thereof in Janmabhoomi newspapers *inter alia* inviting claims to the entitlement of M/s. Shree Sai Enterprises to the said Property and no adverse claims were received in response thereto.

20. In my opinion the title of M/S. Shree Sai Enterprises to the said property is clear, marketable and free from all encumbrances and beyond reasonable doubts and the tenure of the land is freehold.

ISSUED

Date: 13.07.2023
Place: Mumbai

ANKIT L. SHAH
MUMBAI
Advocate, High Court

13-07-2023

(Ankit L. Shah)
Advocate High Court