

Anil R. Mishra

B.Sc. L.L.B.

Advocate High Court, Mumbai.

Chamber : 1 / 9 / 10 / 12, Mishra Kunj, Nagardas X Road,
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TO WHOMSOEVER IT MAY CONCERN

M/S. I.S. BUILDERS, Haji Mansion, having their address at Flat No. 2, Ground Floor, 5th Road, Khar (West), Mumbai – 400 052, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, have handed over to me, copies of documents/title deeds enlisted below with instructions to investigate their right and entitlement to redevelop/develop the immoveable properties more particularly described in the **Schedule** hereunder written (hereinafter referred to as the "**Said Properties**").

The following documents furnished to me for scrutiny.

- i. Title Report of Advocate Mr. Jerome F. Saldanha.
- ii. Development Agreement dated 2nd December, 2003 executed between Amish Anatrai Modi and M/s I.S. Builder, duly registered with the Sub-Registrar of Assurance Andheri - I (Bandra), vide Sr. NO. BDR-1/08492/2003.
- iii. Development Agreement dated 2nd December, 2003 executed between Ignatius Ronald Pereira And (2) Mrs. Hazel Fernandes and M/s I.S. Builder, duly registered with the Sub-Registrar of Assurance Andheri - I (Bandra), vide Sr. NO. BDR-1/08503/2003.
- iv. Property Cards.
- v. Title Report dated 04.03.2004 issue by Advocate R.V. Yadav.
- vi. Title Report dated 04.09.2015 issued by Advocate A. R. Mishra.
- vii. Undertaking cum Indemnity Bond dated 14.12.2017 duly registered with Sub Registrar of Assurance, Andheri – VI vide

Serial No. BDR-17/11509/28/17 executed by the partners of I. S. Builder in favour of executing officer (WS) Slum Rehabilitation Authority.

- viii. L.O.I. dated 28/11/2017 bearing No. SRA/DDTP/224/HE/PL/LOI for SRA Scheme under Regulation 33(14)(D) of modified DCR 1991.
- ix. Search Report dated 30.03.2018 issued by Manish Singh, Search Clerk.

On perusal of the above documents, it is observed that :

1. Mrs. Rose Duming Pereira alias Rosie John Pareira and Mrs. Annie Caroline John were co-owners of captioned property i.e. land bearing Survey No. 338, Hissa No. 8, C.T.S. No. 5036-A and 5036-B admeasuring 2797.20 sq. mtrs of village Kole-Kalyan, Taluka Andheri, Registration District Mumbai Suburban situate at Kalina, Santacruz (East), Mumbai - 400 098, each holding 50% undivided right, title and interest.

A. DEVOLUTION OF 50% UNDIVIDED RIGHT, TITLE AND INTEREST OF CO-OWNERS MRS. ROSE DUMING PEREIRA ALIAS ROSIE JOHN PEREIRA :-

- (a) Out of the above mentioned two co-owners of captioned property, being Mrs. Rose Duming Pereira alias Rosie John Pereira died intestate at Mumbai on 18th November, 1935 leaving behind her two daughters viz: (1) Jane Christine Pereira and (2) Mary Hilda Gomes, as her only heirs and legal representatives.
- (b) Mrs. Jane Christine Pereira, the first daughter of Mrs. Rose Duming Pereira alias Rosie John Pereira also died intestate at

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Mumbai on 14th April, 1973, leaving behind her two sons, Joseph Maurice Pereira, and Ignatious Ronald Pereira and one daughter Mrs. Hazel Fernandes, as her only heirs and legal representatives.

- (c) Second daughter Mrs. Mary Hilda Gomes of Mrs. Rose Duming Pereira alias Rosie John Pereira who died on 23rd August, 1983 intestate without leaving any children and on her death her share in one half share of the captioned property devolved upon her sister Jane Christine Pereira's children viz: (1) Joseph Maurice Pereira, (2) Ignatious Ronald Pereira and (3) Mrs. Hazel Fernandes.
- (d) The son Joseph Maurice Pereira, of Jane Christine Pereira also died intestate on 11th July, 1998 without leaving behind any children of his own and on his death his share in the captioned property devolved upon his brother Mr. Ignatious Ronald Pereira and sister Mrs. Hazel Fernandes.
- (e) Hence the death of original co-owners Mrs. Rose Duming Pereira alias Rosie John Pereira alias Rosie John Pereira her 50% undivided right, title and interest in the captioned devolved upon her grand children Ignatious Ronald Pereira and Mrs. Hazel Fernandes being the children of her first daughter Jane Christine Pereira and as such they jointly became entitled to 50% undivided share in the captioned property.
- (f) The said Ignatious Ronald Pereira and Mrs. Hazel Fernandes by a Development Agreement dated 2nd December, 2003 have granted development rights in favour of M/S. I. S. Builders in respect of their 50% undivided share in the captioned property.
- B. DEVOLUTION OF OTHER 50% UNDIVIDED RIGHT, TITLE AND INTEREST OF CO-OWNER MRS. ANNIE CAROLINE JOHN :-

- a. MRS. ANNIE CAROLINE JOHN died on 7th January, 1940 living behind her daughter Mrs. Ruth Elfrida John (since deceased) and on the death of Mrs. Annie Caroline John her 50% undivided right, title and interest devolved upon her said daughter.
- b. Mrs. Annie Caroline John's 50% undivided right, title and interest in the captioned property ultimately devolved upon Mr. Ignatious Gonsalves.
- c. The said Ignatious Gonsalves by an Agreement dated 25th November, 1993, agreed to sell, his undivided right, title and interest in the captioned property to one Mr. Bahavuddin C. Saxena for the consideration and on the terms and conditions therein contained.
- d. The said Ignatious Gonsalves died at Mumbai on or about 10th April, 1995 living behind his last Will and Testament dated 7th June, 1990 bequeathing thereby his 50% undivided right, title and interest in the captioned property to Mrs. Agnes Anthony D'abreo and her husband Anthony Felix D'Abreo as tenants-in-common in equal shares.
- e. Mrs. Agnes Anthony D'abreo filed Petition bearing No. 1150 of 1998 in the High Court of Judicature at Bombay, for grant of the Letters of Administration and she was granted the same on 19th January, 2000.
- f. The husband Felix D'Abreo of Mrs. Agnes Anthony D'abreo died at Mumbai on or about 28th February, 2002 living behind his last Will and Testament dated 26th June, 1997 whereby he appointed Agnes Anthony D'abreo as his sole Executrix and thereunder bequeathed his undivided right, title and interest in 50%

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undivided right, title and interest in the captioned property to his wife the said Agnes Anthony D'abreo. The said Will left by Felix D'Abreo was duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1816 of 1997;

- (g) Thus, Mrs. Agnes Anthony D'abreo became entitled to 50% undivided right, title and interest in the captioned property;
- (h) Mr. Bahavuddin C. Saxena with whom late Ignatious Gonsalves had entered into Agreement dated 25th November, 1993, for sell of his 50% undivided interest in the captioned property also died at Lucknow on or about 26th June, 2002 leaving behind his last Will and Testament dated 12th May, 2002 bequeathing thereby the benefits of the said Agreement dated 25th November, 1993 to his son Mr. Hyder Ali Saxena;
- (i) the other heirs of the said late Bahavuddin C. Saxena have executed writings whereby they have accepted of the said Will of late Bahavuddin C. Saxena and acknowledged that the said Hyder Ali Saxena alone is entitled to the benefits under the said Agreement dated 25th November, 1993.
- (j) in the circumstances, the said Hyder Ali Saxena became entitled to the benefits of the said Agreement dated 25th November, 1993;
- (k) By an Indenture made at Mumbai on 10th April, 2003 Mrs. Agnes Anthony D'abreo , in her capacity as the Administratrix of the estate of late Ignatious Gonsalves as also as the sole surviving beneficiary under the last Will dated 7th June, 1990 left by Ignatious Gonsalves as Vendor of the One Part and Mr. Hyder Ali Saxena as the Confirming Party of the Other Part, granted, sold, assigned and conveyed 50% undivided right, title and interest in

the captioned property to Shri. Amish Anantrai Modi for the consideration and on the terms, conditions and covenants mentioned therein.

- (l) By virtue of the Indenture dated on 10th April, 2003, the said Shri. Amish Anantrai Modi became entitled to one-half undivided right, title and interest in the captioned property.
- (m) The said Shri. Amish Anantrai Modi by Development Agreement dated 2nd December, 2003 have granted development rights in favour of M/S. I. S. Builders in respect of his 50% undivided share in the captioned property.

2. Thus there are two registered Development Agreements viz: (1) Development Agreement dated 2nd December, 2003 executed by Ignatious Ronald Pereira and Mrs. Hazel Fernandes and (2) Development Agreement dated 2nd December, 2003 executed by Shri. Amish Anantrai Modi in favour of M/S. I. S. Builders, for development of the captioned Property. I have been informed that the total consideration agreed therein has been paid to Vendor/Owner/Executor of the said documents and same is subsistent and no notice of termination and/or cancellation of the said document has been issued by any executor/owner of the property and no suit of any nature challenging the entitlement and development right of M/s I.S. Builder has been filed by the executants of the said document. I have been also informed by M/s I.S. Builder that there is no litigation of nature is pending against them in respect of the said property. I have been also informed by M/s. I. S. Builder that they have not created any encumbrances on the said property and have not raise any kind of loan and/or created any mortgage thereon. 

Anil R. Mishra

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3. That M/s I.S. Builder have submitted the S.R. Scheme for development under Regulation 33(14)(d) of modified DCR 1991 and the Slum Rehabilitation Authority issued L.O.I. on 22/11/2016 which was revised on 28/11/2017 bearing No. SRA/DDTP/224/HE/PL/LOI and as required, have also given Undertaking and executed Indemnity Bond dated 14/12/2017 duly registered with Sub Registrar of Assurance, Andheri VI vide Serial No. BDR/17/11501/2017.

4. From aforesaid documents it is clear that M/s I.S. Builder have all right, title and interest to develop/redevelop the said property pursuant to the registered Development Agreements referred hereinabove as per the plan sanction by the Competent Authority in respect thereof and their title for development is clear and marketable and have no encumbrances thereon as informed by M/s. I. S. Builder and have submitted SRA Scheme under Regulation 33(14)(d) of modified DCR 1991 and the Slum Rehabilitation Authority have issued LOI on 22/11/2016, which was revised on 28/11/2017.

THE SCHEDULE ABOVE REFERRED TO

Piece of land bearing Survey No. 338, Hissa No. 8, C.T.S. No.5036A and 5036-B admeasuring 2797.20 sq. mtrs of Village Kolkalyan, Taluka Andheri, Registration District Mumbai Suburban, together with the structures standing thereon, situate at Kalina, Santacruz (East), Mumbai - 400 098 in the Registration District of Mumbai City and Mumbai Suburban.

Dated this 15th day of January, 2019

A.R. Mishra
(Advocate)