

Ref. SP/AM/ 483/11/2012

Date :

REPORT ON TITLE

Re.: Property bearing Survey No.13, Hissa No.17 (part) and Hissa No.25 (part) at present Hissa No. N.A 2 corresponding to old C.T.S. No.83 admeasuring in aggregate 2734.4 sq. mtrs., or thereabout and Survey No.15 Hissa No.1 (part) corresponding to old C.T.S. No. 84-A admeasuring 606 sq. mtrs., or thereabout and now after amalgamation and sub division being new C.T.S nos 83-A ,83-B and 83-C situate at Village Mandpeshwar Taluka Borivli.

We have investigated the title of M/s. Vora Associates in respect of the abovementioned property more particularly described in the Schedules hereunder written, by causing the searches taken from the office of the Sub-Registrar of Assurance at Mumbai, Bandra and Borivli and inviting objections through public notices published in the news papers in Mumbai and perusing copies of the relevant documents.

The following can be observed:

- 1(a) By a Deed of Conveyance dated 18th May, 1948 and made between Mrs. Natal Louis Mingel Patel and Mr. Jav Manu Borgi of the one part and Mr. Sebastian Placido Gonsalves and Mrs. Maria (Mary) Sebastian Gonsalves of the other part registered with the Sub-Registrar of Assurances at Mumbai under Serial No.EOM/2073 on 24th May, 1948 the said Mrs. Natal Louis Mingel Patel and Mr. Jav Manu Borgi did sell, transfer and convey to the said Mr. Sebastian Placido Gonsalves and Mrs. Maria Sebastian Gonsalves the properties situate at Village

Mandpeshwar, in the then Taluka Andheri and now in Taluka Borivali in Mumbai Suburban District bearing Survey No.13, Hissa No.17, admeasuring 1 Acre 4.25 gunthas and Survey No.13 Hissa No.25 and at present N. A. No.2 admeasuring 20 gunthas and aggregating to 1 Acre 24.25 gunthas i.e. 7774.25 square yards equivalent to 6500 square meters or thereabouts as per the said Deed of Conveyance (hereinafter referred to as "the said First larger property").

- (2) By a Deed of Conveyance dated 11th July, 1957 and made between Mr. Damodar Yeshwant Desai of the one part and the said Mr. Sebastian Placido Gonsalves of the other part registered with the Sub-Registrar of Assurance at Bandra, under Serial No.BHD/1077 of 1957 on 12th July, 1957 the said Mr. Damodar Yeshwant Desai did sell transfer and convey to the said Mr. Sebastian Placido Gonsalves the property situate at Village Mandpeshwar, in the then Taluka Andheri and now in Taluka Borivali in Mumbai Suburban District bearing Survey No.15 Hissa No.1 (part) admeasuring 726 square yards equivalent to 606 square meters or thereabouts (hereinafter referred to as "the said second property").

- 3(a) The said Sebastian Gonsalves died intestate at Mumbai on 17th May, 1963 leaving behind him his widow Mrs. Maria Gonsalves, his children, Hospicio Manual Gonsalves, Mrs. Betty Mendonca, Theo Gonsalves, Percy Gonsalves and Juliet Gonsalves as his only legal heirs and representatives according

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to the provisions of the Indian Succession Act, 1925 by which he was governed at the time of his death.

- (b) The said Theo Gonsalves died intestate at Mumbai on 24th February, 1974 leaving behind him surviving Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Daniel Theo Gonsalves and Ms. Nigel Theo Gonsalves as his only legal heirs and representatives according to the provisions of the Indian Succession Act, 1925 by which he was governed at the time of his death.
- (c) The said Juliet Sebastian Gonsalves, a spinster died intestate at Mumbai on 1st April, 1975 leaving behind her mother Mrs. Maria Gonsalves, her brothers, the said Hospico and Percy, her sister Mrs. Betty Mendonca and the widow and children of her predeceased brother Theo viz. Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Daniel Theo Gonsalves and Nigel Theo Gonsalves as her only legal heirs and representatives according to the provisions of Indian Succession Act, 1925 by which she was governed at the time of her death.
- (d) The said Percy Gonsalves died intestate at Mumbai on 13th June, 1980 leaving behind him surviving his widow Mrs. Mary Percy Gonsalves and his children Nirmala Annie Gonsalves, Sanjay Percy Gonsalves and Anil Tyrone Gonsalves as his only legal heirs and representatives according to the provisions of

Indian Succession Act, 1925 by which he was governed at the time of his death.

- 4(a) By and under an Agreement dated 25th June, 1980 the said Maria (Mary) Sebastian Gonsalves, Hospicio Manuel Gonsalves, Mrs. Betty Mendonca, Mrs. Synora Gonsalves, Giselle Gonsalves, Naile Gonsalves, Daniel Gonsalves, Nigel Gonsalves (Nos. 5, 6, 7 and 8 then being minors under the age of 18 years through their mother and natural guardian Mrs. Synora Gonsalves) Mrs. Mary Gonsalves, Nirmala Gonsalves, Sanjay Gonsalves and Anil Gonsalves (Nos. 10, 11 and 12 then being minors under the age of 18 years through their mother and natural guardian Mrs. Mary Gonsalves) agreed to sell her right title and interest in the said properties bearing Survey No.13, Hissa No.17 (part) and Hissa No.25 (part) then corresponding to C.T.S. No.83 and 83 1 to 17 admeasuring 2734.4 sq. mtrs., or thereabout and more particularly described Firstly in the Schedule hereunder written and property bearing Survey No.15 Hissa No.1 (part) then corresponding to C.T.S. No. 84-A admeasuring 606 sq. mtrs., or thereabout and more particularly described Secondly in the Schedule hereunder written both forming part of the said first larger property to M/s. H. L. Builders on the terms and conditions therein contained.
- (b) Some disputes and differences arose between the said Mrs. Maria Sabastian Gonsalves and others heirs of the said Mr. Sabastian Gonsalves on the one part and the said M/s. H.

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L. Builders on the other part and therefore the said M/s. H. L. Builders filed a Suit in the High Court of Judicature at Bombay being O.O.C.J. Suit No.1401 of 1982 wherein M/s. Vora Associates were joint as 2nd Plaintiff for specific performance of the said agreement.

- 5(a) The said Mrs. Maria (Mary) Sebastian Gonsalves died on 17th July, 1988 leaving behind her sons the said Hospico and Percy, her daughter Mrs. Betty Mendonca and the widow and children of her predeceased son Theo viz. Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Daniel Theo Gonsalves and Nigel Theo Gonsalves as her only legal heirs and representatives according to the provisions of Indian Succession Act, 1925 by which she was governed at the time of her death.
- (b) The said Hospicio Manual Gonsalves, a widower died intestate on 4th July, 1989 leaving behind him surviving his children Rex Gonsalves, Glenda Singh, Alien Gonsalves, Clarence Gonsalves and Odette Gonsalves, as his only heirs and legal representatives according to the provisions of Indian Succession Act, 1925 by which he was governed at the time of his death.
6. By an Agreement dated 27th August, 1993, the said M/s. H. L. Builders agreed to convey, transfer and assign all their beneficial rights, title and interest in the said property described Firstly and secondly in the Schedule hereunder written to the said M/s. Vora

Associates at or for the consideration and on the terms and conditions mentioned therein.

7(a) The appropriate authority appointed under the Income Tax Act, 1961, by an Order dated 27th October, 1993 granted its permission for sale of the said property and rights by M/s. H. L. Builders to the said M/s. Vora Associates.

(b) By an Agreement dated 9th November, 1993 and made between Rex Gonsalves, Glenda Singh, Alien Gonsalves, Clarence Gonsalves, Odette Gonsalves, Mrs. Betty Mendonca, Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Daniel Theo Gonsalves, Nigel Theo Gonsalves, Mrs. Mary Percy Gonsalves, Nirmala Anne Gonsalves, Sanjay Perciyal Gonsalves and Anil Tyrone as the owners of the property of the one part and the said M/s. Vora Associates herein as the Purchaser therein of the other part, the said Owners also agreed to sell the said property described in the Firstly and Secondly in Schedule hereunder written to the said M/s. Vora Associates at or for the price and on the terms and conditions mentioned therein.

8. The appropriate authority by an Order dated 28th January, 1994 granted its permission for sale of the said property by the Owners to the said M/s. Vora Associates.

9. The said M/s. Vora Associates were brought on records of the said High Court Suit No.1401 of 1982 as the 2nd Plaintiff.

For:

10. By and under a Consent Decree dated 26th July, 1994 passed in the High Court of Judicature at Bombay (O.O.C.J.) Suit No.1401 of 1982 the said Rex Gonsalves, Glenda Singh, Alien Gonsalves, Clarence Gonsalves, Odette Gonsalves, Mrs. Betty Medonca, Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Danielle Theo Gonsalves, Nigel Theo Gonsalves, Mrs. Mary Percy Gonsalves, Nirmala Anne Gonsalves, Sanjay Perciyal Gonsalves and Anil Tyrone have jointly and severally agreed to execute the Deed of Conveyance and take all effective steps to register such Deed of Conveyance for consideration on the terms and conditions therein contained. The said Consent Decree is now registered with the Sub-Registrar of Assurance at Borivli-5, Mumbai under Serial No.BVL-5/8900 of 2012. 7

11. The said M/s. Vora Associates have constructed a building on a portion of the said property and have sold the flats and shops therein on ownership basis and have entered into agreements for sale of the flats and shops therein on ownership basis with the respective purchasers thereof and the said purchasers have formed and incorporated a co-operative society known as Leela Cliff Co-operative Housing Society Ltd., and as per the said agreements the said M/s. Vora Associates have agreed to convey the said building and the periphery area of the said property to the said Society.

12. By and under a Memorandum of Understanding dated 19th December 2006 almost all the members of the said Society gave

consent to construct an additional wing on the said property and also on the adjoining property bearing C.T.S. No.84-B/1 of Village Mandapeshwar to the said M/s. Vora Associates and to connect the said building Leela Cliff with the proposed building on the said adjacent property. As agreed, the said M/s. Vora Associates obtained Occupation Certificate in respect of the said building Leela Cliff. However, some disputes and differences arose between the said Society and the said M/s. Vora Associates and therefore the said M/s. Vora Associates have filed a suit for specific performance of the said Agreement in the High Court of Judicature at Bombay (O.O.C.J.) bearing Suit No.1708 of 2011. In retaliation of the said suit filed by the said M/s. Vora Associates the said Society has filed a suit against Brihanmumbai Municipal Corporation and the M/s. Vora Associates inter alia for cancellation of the Occupation Certificate and for other reliefs in the Bombay City Civil Court at Dindoshi bearing Suit No.1773 of 2012. Both the said suits are pending and no interim and/or ad-interim reliefs have been granted.

In our opinion, subject to what is stated hereinabove, the said Rex Gonsalves, Glenda Singh, Alien Gonsalves, Clarence Gonsalves, Odette Gonsalves, Mrs. Betty Mendonca, Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Daniel Theo Gonsalves, Nigel Theo Gonsalves, Mrs. Mary Percy Gonsalves, Nirmala Anne Gonsalves, Sanjay Perciyal Gonsalves and Anil Tyrone to the said properties described in the Schedules hereunder written free from all encumbrances and reasonable doubts and the said M/s.

Vora Associates have valid subsisting and binding development rights in respect thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO;

FIRSTLY:-

ALL THOSE pieces or parcels of land situate, lying and being at Village Mandpeshwar, in the then Taluka Andheri and now in Taluka Borivli, Mount Poisar Road bearing Survey No.13, Hissa No.17 (part) and Survey No.13, Hissa No.25 (part) then corresponding to C.S. No. is 83 and 83 (1 to 7) and at present N. A. No.2 admeasuring in aggregate 2734.4 square meters or thereabout in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

SECONDLY:-

ALL THAT piece or parcel of land situate, lying and being at Village Mandpeshwar, in the then Taluka Andheri and now in Taluka Borivli, Mount Poisar Road bearing Survey No.15, Hissa No.1 (Part) then corresponding to C.T.S. No. 84A admeasuring 607 square meters or thereabout in the Registration District or Sub-District of Mumbai City and Mumbai Suburban.

And now after amalgamation and sub-division the new C.T.S. Nos. formed out of above mentioned properties described firstly and secondly hereinabove are 83-A , 83-B and 83-C.

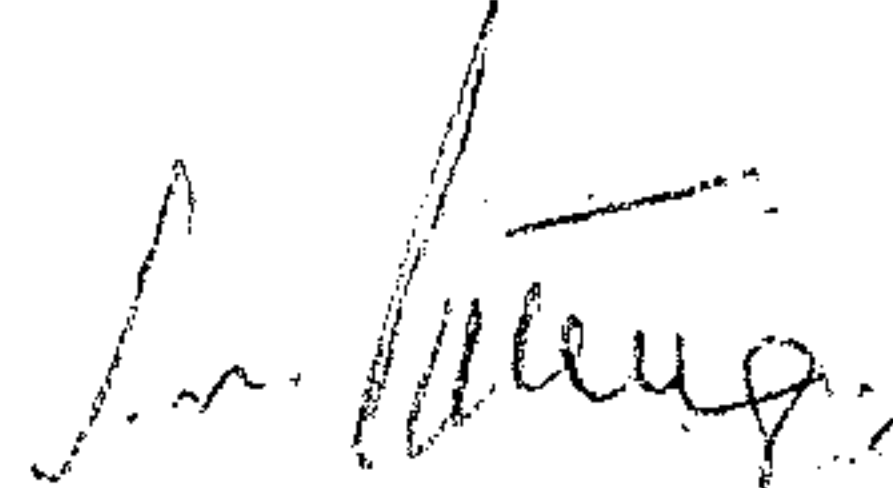
THE SECOND SCHEDULE ABOVE REFERRED TO;

ALL THAT pieces or parcels of land/property bearing Survey No.15 Hissa No.2 (part) then corresponding to C.T.S. No.157 (part)

and now bearing C. T.S. No.84-B/1 and 84-B/2 admeasuring in aggregate 608 square meters or thereabout of Village Mandpeshwar, in the then Taluka Andheri and now in Taluka Borivali, Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and in the Registration District and Sub-District of Mumbai City and Suburban.

Dated this 2nd day of November, 2012

For S. Pathak & Co.,



Partner
Advocates & Solicitors