

Final



*P. Hari*

B. Com., (HONS), L.L.B. PGD-HRD., BM., IMP-EX  
ADVOCATE, HIGH COURT

**“LEGAL POINT”**  
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**Certificate of Title**

I am instructed by one **Leena Constructions Pvt. Ltd.**, having its address at 432/34, Rahim Chambers, Vijaywadi, Chirabazar, Mumbai – 400 002, to give my report on title in respect of property which is described hereunder:-

- 1) By diverse deeds, factors and circumstances, on late Mr. Paulo Shaily Gomes, during his lifetime, amongst various other properties, including lands bearing **(1) Old Survey No. 540, New Survey No. 45, Hissa No. 2**, admeasuring 430 sq. mtrs. & **(2) Old Survey No. 541, New Survey No. 44, Hissa No. 2**, admeasuring 3,470 sq. mtrs. [in aggregate admeasuring 3,900 sq. mtrs.], both situate at, being and lying at Revenue Village - Bhayandar, Taluka & District Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation [**“MBMC”**], hereinafter collectively referred to as **“The said Entire Land”**.
- 2) The said Entire Lands consist of following:-

| Sr. No. | Description                                   | Area [Sq. Mtrs.] |
|---------|---|------------------|
| 01.     | Demarcated Area                               | 3,562.27         |
| 02.     | Area Not In Possession                        | 113.69           |
| 03.     | Area Under DP Road                            | 1,904.11         |
|         | <b>Balance Area Considered For Sanction →</b> | <b>1,544.47</b>  |

- 3) The said Mr. Paulo Shaily Gomes died intestate on or about 1960-61, leaving behind him, 4 (four) nos. children viz:- (1) Mr. Jojeph Paulo Gomes (son), (2) Mr. Francis Paulo Gomes (son), (3) Mrs. Rosy Domic Rebello (married daughter) & (4) Mrs. Ritin Arthur D’souza (married daughter), as his only legal heirs and representatives, entitled to and/or

eligible to succeed or inherit his estates including the said Entire Land, as per the rule of succession applicable to Christians, having 1/4<sup>th</sup> undivided share and rights each, which fact is duly reflected in Mutation No. 5422 dated 13<sup>th</sup> February 1992.

- 4) Accordingly, the names of the abovesaid (1) Mr. Jojeph Paulo Gomes, (2) Mr. Francis Paulo Gomes, (3) Mrs. Rosy Domnic Rebello & (4) Mrs. Ritin Arthur D'souza, came to be entered into the Kabjedar coloumn of the 7/12 Extracts, as the legal heirs of late Mr. Paulo Shaily Gomes, by and vide Mutation Entry No. 5422 dated 13<sup>th</sup> February 1992.
- 5) The said Mr. Jojeph Paulo Gomes also died intestate on 11<sup>th</sup> September 1976, leaving behind him, Madlyan alias Melina Joseph Gomes [widow] who also died intestate on 26<sup>th</sup> July 2001, (1) Mr. Cassian Joseph Gomes, (2) Ms. Vergina Joseph Gomes alias Mrs. Vergina Jacob Correa & (3) Mr. Savey Joseph Gomes, as his only legal heirs and representatives, entitled to and/or eligible to succeed or inherit his estates, including his 1/4<sup>th</sup> undivided shares and rights in the said Entire Land, as per the rule of succession applicable to Christians, which fact is also duly reflected in Mutation Entry No. 6520 dated 29<sup>th</sup> February 2012.
- 6) The said Mr. Francis Paulo Gomes died intestate on 11<sup>th</sup> August 1975, leaving behind him, (1) Mrs. Rosy Francis Gomes (widow), (2) Mr. Walter Francis Gomes (son), (3) Mr. Lawrence Francis Gomes (son), (4) Mr. Melwin Francis Gomes (son) & (5) Mrs. Enid Moris D'souza, as his only legal heirs and representatives, entitled to inherit or succeed his estates including his 1/4<sup>th</sup> undivided shares and rights in the said Entire Land, as per the rule of succession applicable to Christians, which fact is also





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duly reflected in Mutation Entry No. 4898 dated 22<sup>nd</sup> June 1976.

- 7) The said Mrs. Rosy Francis Gomes died intestate on 26<sup>th</sup> July 2000, leaving behind him, the abovesaid (1) Mr. Walter Francis Gomes (son), (2) Mr. Lawrence Francis Gomes (son), (3) Mr. Melwin Francis Gomes (son) & (4) Mrs. Enid Moris D'souza as his only legal heirs and representatives, entitled to inherit or succeed his estates including his 1/4<sup>th</sup> undivided shares and rights in the said Entire Land, as per the rule of succession applicable to Christians.
- 8) The said Mr. Walter Francis Gomes also died intestate dated 09<sup>th</sup> February 1991, leaving behind him, (1) Mrs. Rufina Walter Gomes (widow) & (2) Ms. Blossy Walter Gomes alias Mrs. Blossy Nilesh Noon (married daughter), as his only legal heirs and representatives, entitled to inherit or succeed his estates including his undivided shares and rights in the said Entire Land, as per the rule of succession applicable to Christians, which fact is also duly reflected in Mutation Entry No. 7151 dated 16<sup>th</sup> April 2015.
- 9) The said Mr. Melvin alias Melville Francis Gomes also died intestate on 22<sup>nd</sup> January 2018, leaving behind him, (1) Sharal Melville Gomes, (2) Ms. Jennifer Melwyn Gomes & (3) Mr. Godwin Melville Gomes, as his only legal heirs and representatives, entitled to inherit or succeed his estates including his undivided shares and rights in the said Entire Land, as per the rule of succession applicable to Christians, which fact is also duly reflected in Mutation Entry No. 7390 dated 10<sup>th</sup> July 2018.

- 10) The said Mrs. Enid Maurice D'souza also died intestate on 1<sup>st</sup> June 2019, leaving behind her, (1) Mr. Newton Maurice D'souza, (2) Mrs. Mary R. Fernandes, (3) Mrs. Queeney Maria Silveria & (4) Mrs. Veldin Maurice D'souza, as her only legal heirs and representatives, entitled to inherit or succeed her estates including her undivided shares and rights in the said Entire Land, as per the rule of succession applicable to Christians, which fact is also duly reflected in Mutation Entry No. 7513 dated 06<sup>th</sup> August 2019.
- 11) The said Mr. Lawrence Francis Gomes died intestate on 04<sup>th</sup> April 2022, leaving behind him, (1) Mr. Lawel Lawrence Gomes & (2) Mrs. Floren Lawrence Gomes, as his only legal heirs and representatives, entitled to inherit or succeed his estates including his undivided shares and rights in the said Entire Land, as per the rule of succession applicable to Christians, which fact is also duly reflected in Mutation Entry No. 8242 dated 22<sup>nd</sup> August 2023.
- 12) The said Mrs. Ritin Arthur D'souza died intestate leaving behind her a registered Will by way of her Last Will & Testament, by which she had bequeathed and devised all her undivided rights and share in the said Entire Land in favour of her daughter viz:- Mrs. Aundrey Savy Mirinda.
- 13) The said Mrs. Rosy Domnic Rebello also died intestate, leaving behind her, Mrs. Cassie B. Gill (daughter), as her only legal heir and representative, entitled to inherit or succeed her estates, including her undivided shares and rights in the said Entire Land, as per the rule of succession applicable to Christians, which fact is also duly reflected in Mutation Entry No. 5805 dated 06<sup>th</sup> May 2000.





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- 14) One M/s. Lodha Builders, by diverse, deeds and writings executed by several groups of surviving legal heirs of late Mr. Paulo Shaily Gomes, including their last assignees so also by way of 8 (Eight) nos. Consent Decrees dated 21<sup>st</sup> March 1994, 21<sup>st</sup> March 1994 & 21<sup>st</sup> March 1994 in its favour, from the Hon. High Court, Judicature at Bombay, had acquired rights in respect of the said Entire Land, in which the several groups of co-owners and their assignees and last assignees were also parties to the same.
- 15) Similarly, one (1) Mr. Ganesh Hanuman Autee, (2) Mr. Najeeb Mustak Zulfar & (3) Mr. Bona Terry Demello, were also claiming to have acquired rights in respect of the said Entire Land from one group of co-owners viz:- Cassian Joseph Gomes, Virginia Jacob Correa, Savey Josphe Gomes.
- 16) By and vide a duly registered Agreement For Sale dated 06<sup>th</sup> December 2022 [Regn. No. TNN8-24076-2022 dated 21<sup>st</sup> December 2022], the said M/s. Lodha Builders subject to the condition of causing all the groups of surviving legal heirs of Mr. Paulo Shaliy Gomes, who are entitled to inherit or succeed his estates, executing conveyances of their respective rights, interest, benefits and claim in the said Entire Land has sold, transferred and assigned all and entire its rights, interest and benefits acquired by diverse writings from the group of co-owners of the said Entire Land, in favour of the abovesaid Leena Constructions Pvt. Ltd., at and on the terms and conditions and for consideration which are more particularly described in the said Agreement For Sale dated 06<sup>th</sup> December 2022.

- 17) In pursuance to the Agreement For Sale dated 06<sup>th</sup> December 2022, the said M/s. Lodha Builders has also made and executed a duly registered General Power of Attorney in favour of the abovesaid Leena Constructions Pvt. Ltd., inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said Agreement For Sale dated 06<sup>th</sup> December 2022, including rights and powers to re-assign its rights, interest and benefits in the said Entire Land in favour of any third party or parties and also execute definite writings/transfer deeds in respect of the said Entire Land or any part or portion thereof and also appear before the concerned Sub-Registrar of Assurance and admit the execution thereof.
- 18) Simultaneously on execution of the said Agreement For Sale dated 06<sup>th</sup> December 2022, the said M/s. Lodha Builders have also handed over the quiet, vacant, peaceful, actual and physical possession of the said Entire Land in favour of the abovesaid Leena Constructions Pvt. Ltd.
- 19) As per the terms of the said Agreement For Sale dated 06<sup>th</sup> December 2022, the said M/s. Lodha Builders had caused the following final and definite deeds and writings in favour of the abovesaid Leena Constructions Pvt. Ltd. in respect of the said Entire Land:-
- a)(i) Deed of Conveyance dated 21<sup>st</sup> September 2022 (Regn. No.TNN4-15931-20223 dated 21<sup>st</sup> September 2022), made and executed by the said (1) Mr. Cassian Joseph Gomes, (2) Ms. Vergina Joseph Gomes alias Mrs. Vergina Jacob Corria & (3) Mr. Savey Joseph Gomes [**“Cassian & 2 Others”**], as the Vendors of the First Part and (1) Mr. Ganesh Hanuman Autee, (2) Mr. Najeeb Mustak Zulfar





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& (3) Mr. Bona Terry Demello [**“Ganesh & 2 Others”**], as the Confirming Party of the Second Part and the abovesaid Leena Constructions Pvt. Ltd., as the Purchaser of the Third Part, the said Cassian & 2 Others, with due consent and concurrence with the said Ganesh & 2 Others have conveyed their undivided shares and rights in the said Entire Land, which worked out to 975 sq. mtrs. in favour of the abovesaid Leena Constructions Pvt. Ltd.

(ii) Duly registered General Power of Attorney Regn. No. TNN4-15932-2022 dated 21<sup>st</sup> September 2022, executed by Cassian & 2 Others, Ganesh & 2 Others and the said M/s. Lodha Builders in favour of the abovesaid Leena Constructions Pvt. Ltd., inter-alia, irrevocably conferring upon various rights, powers and privileges, which are more particularly described in the said writing.

b)(i) Deed of Conveyance dated 24<sup>th</sup> March 2023 (Regn. No. TNN4-4915-2023 dated 24<sup>th</sup> March 2023), made and executed by (1) Mrs. Rufina Walter Gomes, (2) Ms. Blossy Walter Gomes (alias Mrs. Blossy Nilesh Noon), (3) Sharal Melville Gomes, (4) Ms. Jennifer Melwyn Gomes, (5) Mr. Godwin Melville Gomes (through his C.A. Sharal Melville Gomes) [**“Rufina & 4 Others”**], as the Vendors of the First Part and M/s. Lodha Builders, as the Confirming Party of the Second Part and the abovesaid Leena Constructions Pvt. Ltd., as the Purchaser of the Third Part, the said Rufina & 4 Others, with due consent and concurrence with the said M/s. Lodha Builders have conveyed their respective undivided shares and

rights in the said Entire Land, which worked out to 487.50 sq. mtrs. in favour of the abovesaid Leena Constructions Pvt. Ltd., for valid consideration.

- (ii) Duly registered General Power of Attorney [Regn. No. TNN4-4917-2023], executed by the said Rufina & 4 Others and the said M/s. Lodha Builders in favour of the abovesaid Leena Constructions Pvt. Ltd., inter-alia, irrevocably conferring upon various rights, powers and privileges, which are more particularly described in the said writing.
- c)i) Deed of Conveyance dated 29<sup>th</sup> May 2023 (Regn. No. TNN8-11605-2023 dated 29<sup>th</sup> May 2023), made and executed by (1) Mr. Newton Maurice D'souza, (2) Mrs. Mary R. Fernandes, (3) Mrs. Queeny Maria Silveria, (4) Mrs. Veldin Maurice D'souza, (5) Mr. Lawel Lawrence Gomes & (6) Mrs. Floren Lawrence Gomes [**“Newton & 5 Others”**], as the Vendors of the First Part and M/s. Lodha Builders, as the Confirming Party of the Second Part and the abovesaid Leena Constructions Pvt. Ltd., as the Purchaser of the Third Part, the said Newton & 5 Others, with due consent and concurrence with the said M/s. Lodha Builders have conveyed their respective undivided shares and rights in the said Entire Land, which worked out to 487.50 sq. mtrs. in favour of the abovesaid Leena Constructions Pvt. Ltd.
- (ii) Duly registered General Power of Attorney [Regn. No. TNN8-11607-2023 dated 29<sup>th</sup> May 2023], executed by the said Newton & 5 Others and the said M/s. Lodha Builders in favour of the abovesaid





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Leena Constructions Pvt. Ltd., inter-alia, irrevocably conferring upon various rights, powers and privileges, which are more particularly described in the said writing.

- d)i) Deed of Conveyance dated 25<sup>th</sup> January 2023 (Regn. No. TNN4-1488-2023 dated 25<sup>th</sup> January 2023), made and executed by the said Mrs. Aundrey Savy Mirinda, as the Vendor of the First Part and M/s. Lodha Builders, as the Confirming Party of the Second Part and the abovesaid Leena Constructions Pvt. Ltd., as the Purchaser of the Third Part, the said Mrs. Aundrey Savy Mirinda, with due consent and concurrence with the said M/s. Lodha Builders had conveyed her undivided shares and rights in the said Entire Land, which worked out to 975 sq. mtrs. in favour of the abovesaid Leena Constructions Pvt. Ltd., for valid consideration.
- (ii) Duly registered General Power of Attorney [Regn. No. TNN4-1498-2023 dated 31<sup>st</sup> January 2023], executed by the said Mrs. Aundrey Savy Mirinda and the said M/s. Lodha Builders in favour of the abovesaid Leena Constructions Pvt. Ltd., inter-alia, irrevocably conferring upon various rights, powers and privileges, which are more particularly described in the said writing.
- e)i) Deed of Conveyance dated 25<sup>th</sup> January 2023 (Regn. No. TNN4-1492-2023 dated 25<sup>th</sup> January 2023), made and executed by the said Mrs. Cassie B. Gill, as the Vendor of the First Part and M/s.

Lodha Builders, as the Confirming Party of the Second Part and the abovesaid Leena Constructions Pvt. Ltd., as the Purchaser of the Third Part, the said Mrs. Cassie B. Gill, with due consent and concurrence with the said M/s. Lodha Builders have conveyed her undivided shares and rights in the said Entire Land, which worked out to 975 sq. mtrs. in favour of the abovesaid Leena Constructions Pvt. Ltd., for valid consideration.

- (ii) Duly registered General Power of Attorney [Regn. No. TNN4-1495-2023 dated 31<sup>st</sup> January 2023], executed by the said Mrs. Cassie B. Gill and the said M/s. Lodha Builders in favour of the abovesaid Leena Constructions Pvt. Ltd., inter-alia, irrevocably conferring upon various rights, powers and privileges, which are more particularly described in the said writing.

- 20) The name of the estate holders of the said Entire Land i.e. The Estate Investment Co. Pvt. Ltd., was appearing in the 7/12 Extracts of the said Entire Land.
- 21) Accordingly, the said The Estate Investment Co. Pvt. Ltd., by and vide a duly registered Deed of Release dated 01<sup>st</sup> March 2023 [Regn. No. TNN4-3925-2023 dated 01<sup>st</sup> March 2023], had released, relinquished, renounced and assigned its rights in the said Entire Land in favour of the abovesaid Leena Constructions Pvt. Ltd..
- 22) Accordingly, by and vide Mutation Entry No. 8324, dated 18<sup>th</sup> December 2023 the said Entire Land came to be mutated in the name of the abovesaid Leena Constructions Pvt. Ltd.





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- 23) In the premises as aforesaid, the abovesaid Leena Constructions Pvt. Ltd. become sole, absolute and exclusive owner of the said Entire Land.
- 24) A search of the Said Land is caused to be carried for a period of 30 (thirty) years and during such search, save and except the abovesaid transactions, no other transaction is revealed or disclosed.
- 25) Upon the perusal of the aforesaid writings and also based on the report of search caused to be carried out, in my opinion, the title of the abovesaid Leena Construction Pvt. Ltd., in respect of the Said Land, more particularly described in the Second Schedule written hereunder, is clear and marketable title and free from all encumbrances of whatsoever nature.

**THE SCHEDULE HEREINABOVE REFERRED TO**

[Description of the Said Land]

**ALL THOSE** pieces and parcels of lands or grounds bearing **(1) Old Survey No. 540, New Survey No. 45, Hissa No. 2**, admeasuring 430 sq. mtrs. & **(2) Old Survey No. 541, New Survey No. 44, Hissa No. 2**, admeasuring 3,470 sq. mtrs. [in aggregate admeasuring 3,900 sq. mtrs.], both situate at, being and lying at Revenue Village - Bhayandar, Taluka & District Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation and which consist of the following:-

| Sr. No. | Description                                   | Area [Sq. Mtrs.] |
|---------|---|------------------|
| 01.     | Demarcated Area                               | 3,562.27         |
| 02.     | Area Not In Possession                        | 113.69           |
| 03.     | Area Under DP Road                            | 1,904.11         |
|         | <b>Balance Area Considered For Sanction →</b> | <b>1,544.47</b>  |

*D. J. J. J.*  
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(Advocate High Court, Bombay)

Mumbai,

07<sup>th</sup> March 2024

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