



# Sneha S. Desai

(B. A., L.L.M)

## & Associates

Advocate High Court

Off : Shop No. 4, Victoria CHSL, Ground Floor, Ext. Mathuradas Road, Kandivali (W), Mumbai - 400 067.

### FORMAT -A (Circular No.:-28/2021)

To,  
**Maharashtra Real Estate Regulatory Authority**  
6<sup>th</sup> & 7<sup>th</sup> floor, Housefin Bhavan,  
Plot No. C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (East),  
**Mumbai-400 050.**

### LEGAL TITLE REPORT

Sub:- All that piece and parcel of non-agricultural plot of land or ground admeasuring approximately 779.5 square meters or thereabout bearing CTS No.522 A of Revenue Village Valnai, Taluka Borivali, District Mumbai Suburban (former Survey No. 20 Hissa No.1) in the Registration District and Sub-District of Mumbai City and Mumbai Suburban(**said Plot**) together with the structure then standing thereon (since demolished) (**said Structures**) lying and being at D'Monte Lane, Valnai, Malad (West), Mumbai-400064, and bounded as follows: On or towards the East: by CTS No.522B; On or towards the West: by CTS No.522F under lane 13.4 mtrs. wide DP Road; On or towards the South: by CTS No.522D Cherry Blossom CHSL, and On or towards the North: by CTS No.522FD'Monty 9 Mtrs. wide DP Road The said Plot and the said structures (since demolished), unless referred separately shall hereinafter collectively referred to as the "**said Property**").

We have investigated the title of Modirealty Constructions LLP, a Limited Liability Partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered address at 701, 7th floor, Prem Sagar, 57 Swastik CHSL, N.S. Road No.3, Juhu Scheme, Vile

Parle (West), Mumbai-400056 (hereinafter referred to as “**the Present Owners/ Developer**”) we have investigated the title of (1) Stanislaus Mascarenhas, (2) Joseph Mascarenhas, (3) Maria wd/o John T. Mascarenhas, (4) Macrina d/o John T. Mascarenhas, (5) Rosy wd/o Alex Mascarenhas, (6) Anthony Thomas S/o Alex Mascarenhas, (7) Lydin S/o Alex Mascarenhas, (8) Julie D’Souza d/o Alex Mascarenhas, (9) Peter s/o Leticia Gonsalves, (10) Arlene d/o Leticia Gonsalves, (11) Glenn s/o Leticia Gonsalves and (12) Lester s/o Leticia Gonsalves (**said Erstwhile Owners**) in respect of the said Property, by causing to take searches in the office of Sub-Registrar of Assurances at Mumbai (old Custom House), Bandra, Goregaon and Borivali. We have also caused public notices to be published in two newspapers namely Free Press Journal (English edition) and Navshakti (Marathi edition) in their respective issues, both dated 26<sup>th</sup> June, 2024 inter alia inviting objections/ claims in respect of the said Erstwhile Owners’ title to the said Property. For the purpose of issuing this Legal Title Report we have perused documents listed in para 4 (A), (B) & (C) of the Report on Title annexed hereto as **Annexure “I”**.

1) **DESCRIPTION OF THE PROPERTY.**

All that piece and parcel of non-agricultural plot of land or ground admeasuring approximately 779.5 square meters or thereabout bearing CTS No.522 A of Revenue Village Valnai, Taluka Borivali, District Mumbai Suburban (former Survey No. 20 Hissa No.1) in the Registration District and Sub-District of Mumbai City and Mumbai Suburban(**said Plot**) together with the structure standing thereon (**said Structure**) (since demolished) lying and being at D’Monte Lane, Valnai, Malad (West), Mumbai–400064, and bounded as follows:

On or towards the East: by CTS No.522B;

On or towards the West: by CTS No.522F under lane 13.4 mtrs. wide DP Road;  
On or towards the South: by CTS No.522D Cherry Blossom CHSL, and  
On or towards the North: by CTS No.522FD'Monty 9 Mtrs. wide DP Road.

**2. THE DOCUMENTS OF ALLOTMENT OF PLOT;**

Documents in respect of the said Property and entitlement of the **Present Owners/Developer**, perused by us for the purpose of due diligence and for issuance of this Legal Title Report are as listed in para 1, 2, 3, 4 (A), (B) & (C) of the Report on Title annexed hereto as Annexure "I".

**3. REVENUE RECORDS:**

Property Card in respect of CTS No.522 A of Revenue Village Valnai, Taluka Borivali, District Mumbai Suburban is perused by us. As per the Property Card the said Plot is admeasuring 779.5 square meters. The occupancy is shown as "C" (Authorised NA Use).

**Note:-** There is following amongst other entries of the Property Card and we have narrated only the important mutation entries recorded on the Property Card:

- (i) We have perused Entry dated 16<sup>th</sup> March 1983 of the PR Card, recording names of 1) Anthony Thomas Mascarenhas, (ii) John Theodore Mascarenhas, (iii) Stanislaus Mascarenhas and (iv) Joseph John Mascarenhas, as "Holders" on the basis of Sale Deed bearing Registration No.18300 from Zaibunnisa Haji Ismail for the area admeasuring 811 sq. mtrs. The said Mutation

Entry dated 16<sup>th</sup> March 1983 certified by the City Survey Officer No.10, Mumbai Suburban Mumbai.

4. **SEARCH REPORT:**

Modirealty Constructions LLP perused the following Search Reports:

- i. Search Report dated 25<sup>th</sup> October, 2019 submitted by Search Clerk, Bharat Pawar for the searches taken in the various offices of Sub Registrar for a period of 60 years i.e., from 1960 to 2019 in the Office of Sub-Registrar of Assurances at Mumbai (old Custom House), Bandra, Goregaon and Borivali.
- ii. Search Report dated 11<sup>th</sup> November, 2022 submitted by Search Clerk, Purushottam Agari for the searches taken in the office of Sub Registrar of Assurances at Borivali for a period of 4 years i.e., from 2019 to 2022.
- iii. Search Report dated 20<sup>th</sup> April, 2024 submitted by Search Clerk, Purushottam Agari for the searches taken in the office of Sub Registrar of Assurances at Borivali for a period of 3 years i.e., from 2022 to 2024.
- iv. Search Report dated 6<sup>th</sup> May, 2025 submitted by Search Clerk, Purushottam Agari for the searches taken in the office of Sub Registrar of Assurances at Borivali for a period of 2 years i.e., from 2024 to 2025.

**Observation:-** The Search Reports are subject to (i) computerised records of Sub-Registrars offices not maintained properly (ii) some pages of Index II books are in torn condition, not ready for search (iii) some pages of Index II books (manual and computerised) are missing

*from the records and (iv) unavailable records in the respective offices of the Sub-Registrars for the years as mentioned in the Search Reports.*

**5. OWNERS OF THE LAND:**

**Modirealty Constructions LLP - CTS No.522 A of Revenue Village Valnai.**

6. The Report on Title reflecting the flow of title of the said Present Owners respect of the said Property and their right to redevelop the said Property is enclosed herewith as Annexure "I".

Dated this 11<sup>th</sup> day of December, 2025.

*Sneha S. Desai*  
**Mrs. Sneha S. Desai**  
**Advocate High Court**

**Sneha S. Desai & Associates**  
B. A., LL.M. Advocate High Court  
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**FORMAT –A**

(Circular No.: -28/2021)

**FLOW OF THE TITLE OF THE SAID PROPERTY**  
**(Annexure “I” referred in legal title report in respect of the said Property**  
**[defined therein and also defined in clause 3.5 herein below])**

**1. REVENUE RECORDS: -**

Property Card in respect of CTS No.522 A of Revenue Village Valnai, Taluka Borivali, District Mumbai Suburban is perused by us. As per the Property Card the said Plot is admeasuring 779.5 square meters. The occupancy is shown as “C” (Authorised NA Use).

**2. MUTATION ENTRIES:**

(i) We have perused Entry dated 16<sup>th</sup> March 1983 of the PR Card, recording names of 1) Anthony Thomas Mascarenhas, (ii) John Theodore Mascarenhas, (iii) Stanislaus Mascarenhas and (iv) Joseph John Mascarenhas, as “Holders” on the basis of Sale Deed bearing Registration No.18300 from Zaibunnisa Haji Ismail for the area admeasuring 811 sq. mtrs. The said Mutation Entry dated 16<sup>th</sup> March 1983 certified by the City Survey Officer No.10, Mumbai Suburban Mumbai.

**3. SEARCH REPORT:**

**3.1** Modirealty Constructions LLP perused the following Search Reports:

- i. Search Report dated 25<sup>th</sup> October, 2019 submitted by Search Clerk, Bharat Pawar for the searches taken in the various offices of Sub Registrar for a period of 60 years i.e., from 1960 to 2019 in the Office of Sub-Registrar of Assurances at Mumbai (old Custom House), Bandra, Goregaon and Borivali.
- ii. Search Report dated 11<sup>th</sup> November, 2022 submitted by Search Clerk, Purushottam Agari for the searches taken in the office of Sub Registrar of Assurances at Borivali for a period of 4 years i.e., from 2019 to 2022.
- iii. Search Report dated 20<sup>th</sup> April, 2024 submitted by Search Clerk, Purushottam Agari for the searches taken in the office of Sub Registrar of Assurances at Borivali for a period of 3 years i.e., from 2022 to 2024.
- iv. Search Report dated 6<sup>th</sup> May, 2025 submitted by Search Clerk, Purushottam Agari for the searches taken in the office of Sub Registrar of Assurances at Borivali for a period of 2 years i.e., from 2024 to 2025.

**Observation:-** *The Search Reports are subject to (i) computerised records of Sub-Registrars offices not maintained properly (ii) some pages of Index II books are in torn condition, not ready for search (iii) some pages of Index II books (manual and computerised) are missing from the records and (iv) unavailable records in the respective offices of the Sub-Registrars for the years as mentioned in the Search Reports.*

**4. ANY OTHER RELEVANT TITLE:**

**(A) TITLE DEEDS AND DOCUMENTS IN RESPECT OF THE**

**SAID SOCIETY: -**

- 1) Photocopy of DP Remark in respect of CTS Nos. 522A, 522F, 522 of Valnai.
- 2) Photocopy of City Survey Plan of CTS No.522/A of Valnai.
- 3) Photocopy of Order of Add. Tahsildar NA -1 Andheri bearing no. ATN/NA/1-D778 dated 5-11-80.
- 4) Photocopies of papers, proceedings, and Roznama in Suit No. 2271 of 1990 and Suit No. 5549 of 1993.
- 5) Photocopy of Deed of Conveyance dated 1<sup>st</sup> December, 1967 executed by and between said Zaibunnisa (as Vendor) and (i) Anthony Thomas Mascarenhas, (ii) John Theodore Mascarenhas, (iii) Stanislaus Mascarenhas and (iv) Joseph John Mascarenhas (as the Purchasers) and registered under Serial No. BOM/R-4887 of 1967 with the Office of the Sub-Registrar of Bombay.
- 6) Photocopy of General Power of Attorney dated 19<sup>th</sup> January, 2020 executed by 1) Lester Gonsalves, and 2) Arlene Gonsalves in favour of Peter Gonsalves, duly signed before the Consulate of India at Auckland
- 7) Photocopy of registered Indenture of Conveyance dated 15<sup>th</sup> July, 2024 executed by and between Stanislaus Mascarenhas (as Vendor therein), and Modirealty Constructions LLP (as Purchaser therein) duly registered

with the office of the Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/15098 of 2024;

- 8) Photocopy of Power of Attorney dated 15<sup>th</sup> July, 2024, executed by Stanislaus Mascarenhas registered with the Sub Registrar of Assurances at Borivali-7 under serial No. BRL-7/15101 of 2024.
- 9) Photocopy of Declaration-cum-Indemnity dated 15<sup>th</sup> July, 2024 executed by Stanislaus Mascarenhas.
- 10) Photocopy of Letter of Possession dated 15<sup>th</sup> July, 2024 executed by Stanislaus Mascarenhas.
- 11) Photocopy of Indenture of Conveyance dated 15<sup>th</sup> July, 2024 executed by and between Joseph Mascarenhas (Vendor therein), and Modirealty Constructions LLP (Purchaser therein) duly registered with the office of the Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/15113 of 2024.
- 12) Photocopy of Power of Attorney dated 15<sup>th</sup> July, 2024, executed by Joseph Mascarenhas, registered with the Sub Registrar of Assurances at Borivali-7 under serial No. BRL-7/15116 of 2024.
- 13) Photocopy of Declaration-cum-Indemnity dated 15<sup>th</sup> July, 2024 executed by Joseph Mascarenhas.
- 14) Photocopy of Indenture of Conveyance dated 22<sup>nd</sup> July, 2024 executed by and between (1) Rosy wd/o Alex Mascarenhas, (2) Anthony Thomas s/o Alex Mascarenhas,

- (3) Lydin s/o Alex Mascarenhas and (4) Julie Dsouza d/o Alex Mascarenhas (Vendors therein), and Modirealty Constructions LLP (Purchaser therein) duly registered with the office of the Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/15513 of 2024.
- 15) Photocopy of Power of Attorney dated 22<sup>nd</sup> July, 2024, executed by (1) Rosy wd/o Alex Mascarenhas, (2) Anthony Thomas s/o Alex Mascarenhas, (3) Lydin s/o Alex Mascarenhas and (4) Julie Dsouza d/o Alex Mascarenhas, registered with the Sub Registrar of Assurances at Borivali-7 under serial No. BRL-7/15514 of 2024.
- 16) Photocopy of Declaration-cum-Indemnity dated 22<sup>nd</sup> July, 2024 executed by (1) Rosy wd/o Alex Mascarenhas, (2) Anthony Thomas s/o Alex Mascarenhas, (3) Lydin s/o Alex Mascarenhas and (4) Julie Dsouza d/o Alex Mascarenhas.
- 17) Photocopies of Four Separate Letter of Possessions all dated 22<sup>nd</sup> July, 2024 executed by (1) Rosy wd/o Alex Mascarenhas, (2) Anthony Thomas s/o Alex Mascarenhas, (3) Lydin s/o Alex Mascarenhas and (4) Julie Dsouza d/o Alex Mascarenhas, respectively.
- 18) Photocopy of Indenture of Conveyance dated 24<sup>th</sup> July, 2024 executed by and between (1) Peter s/o Leticia Gonsalves, (2) Arlene d/o Leticia Gonsalves, (3) Glenn s/o Leticia Gonsalves and (4) Lester s/o Leticia Gonsalves

- (Vendors therein), and Modirealty Constructions LLP (Purchaser therein) duly registered with the office of the Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/15663 of 2024.
- 19) Photocopy of Power of Attorney dated 24<sup>th</sup> July, 2024, executed by (1) Peter s/o Leticia Gonsalves, (2) Arlene d/o Leticia Gonsalves, (3) Glenn s/o Leticia Gonsalves and (4) Lester s/o Leticia Gonsalves in favour of Modirealty Constructions LLP, registered with the Sub Registrar of Assurances at Borivali-7 under serial No. BRL-7/15664 of 2024.
  - 20) Photocopy of Declaration-cum-Indemnity dated 24<sup>th</sup> July, 2024 executed by (1) Peter s/o Leticia Gonsalves, (2) Arlene d/o Leticia Gonsalves, (3) Glenn s/o Leticia Gonsalves and (4) Lester s/o Leticia Gonsalves.
  - 21) Photocopies of Four separate Letter of Possessions all dated 24<sup>th</sup> July, 2024 executed by (1) Peter s/o Leticia Gonsalves, (2) Arlene d/o Leticia Gonsalves, (3) Glenn s/o Leticia Gonsalves and (4) Lester s/o Leticia Gonsalves, respectively.
  - 22) Photocopy of Indenture of Conveyance dated 12<sup>th</sup> August, 2024 executed by and between (1) Maria wd/o John T. Mascarenhas, (2) Macrina d/o John T. Mascarenhas (Vendors therein), and Modirealty Constructions LLP (Purchaser therein) duly registered with the office of the

Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/16846 of 2024.

- 23) Photocopy of Power of Attorney dated 12<sup>th</sup> August, 2024, registered with the Sub Registrar of Assurances at Borivali-7 under serial No. BRL-7/16847 of 2024.
- 24) Photocopy of Declaration-cum-Indemnity dated 12<sup>th</sup> August, 2024 executed by (1) Maria wd/o John T. Mascarenhas, (2) Macrina d/o John T. Mascarenhas.
- 25) Photocopies of Two separate Letter of Possessions both dated 12<sup>th</sup> August, 2024 executed by (1) Maria wd/o John T. Mascarenhas, and (2) Macrina d/o John T. Mascarenhas, respectively.

**(B) DECLARATIONS:**

- i) Photocopy of Declaration-cum-Indemnity dated 15<sup>th</sup> July, 2024 executed by Stanislaus Mascarenhas.
- ii) Photocopy of Declaration-cum-Indemnity dated 15<sup>th</sup> July, 2024 executed by Joseph Mascarenhas.
- iii) Photocopy of Declaration-cum-Indemnity dated 22<sup>nd</sup> July, 2024 executed by (1) Rosy wd/o Alex Mascarenhas, (2) Anthony Thomas s/o Alex Mascarenhas, (3) Lydin s/o Alex Mascarenhas and (4) Julie Dsouza d/o Alex Mascarenhas.
- iv) Photocopy of Declaration-cum-Indemnity dated 24<sup>th</sup> July, 2024 executed by (1) Peter s/o Leticia Gonsalves, (2) Arlene d/o Leticia Gonsalves, (3) Glenn s/o Leticia Gonsalves and (4) Lester s/o Leticia Gonsalves.

- v) Photocopy of Declaration-cum-Indemnity dated 12<sup>th</sup> August, 2024 executed by (1) Maria wd/o John T. Mascarenhas, (2) Macrina d/o John T. Mascarenhas.

**(C) PUBLIC NOTICES: -**

- (i) We have caused public notices to be published in two newspapers namely Free Press Journal (English edition) and Navshakti (Marathi edition), both dated 26<sup>th</sup> June 2024 inter alia inviting objections/claims in respect of the Erstwhile Owner's (as defined herein below) namely title to the said Property.
- (ii) We state that in response to the public notices caused to be published by us, till date we have not received any objection/claim.

**5. LITIGATION:**

- a. The erstwhile owners (as defined herein below) have declared and confirmed in their respective declarations referred herein above that;
- b. That some disputes and differences arose between the Mascarenhas family and M/s Noelcon, leading to filing of Suit No. 2271 of 1990 by the said John and said Alex against M/s. Noelcon ("**the First Suit**"). The First Suit was dismissed for want of prosecution on 4<sup>th</sup> March, 1997. Further, one Austin D'Souza being the then proprietor of M/s. Noelcon had also filed a suit being Suit No. 5549 of 1993 in the Hon'ble Bombay City Civil

Court at Dindoshi against the said John, said Stanislaus, said Joseph, said Alex and said Leticia (“**the Second Suit**”). In the said Second Suit an Order dated 10<sup>th</sup> November, 1993 was passed in Notice of Motion No.4286 of 1993 taken out in the said Second Suit. The said Order was challenged by John Mascarenhas and another by filing Appeal for Order bearing No.182 of 1994 (**said AO**) in the Hon’ble Bombay High Court and said AO is disposed of by an Order dated 27<sup>th</sup> September, 1994. The Second Suit was dismissed for default by an Order dated 4<sup>th</sup> September, 2008 passed by the Hon’ble Bombay City Civil Court at Dindoshi.

- c. That the said M/s. Noelcon abandoned the said project and neither M/s. Noelcon nor Mr. Austin D’Souza or any of the partners have issued any further notice or revived the said Second Suit till date. M/s. Noelcon have waived their rights under the said Agreement.

6. The Erstwhile Owners (as defined herein below) have represented that the following original title deeds in respect of the said Property, are misplaced and the same are not traceable in spite of diligent search;

- a. Indenture of Conveyance dated 23<sup>rd</sup> January, 1965, executed by and between Epiphanio Stephen Cajetan D’Lima (as the Vendor) and Zaibunnisa Haji Ismail (as the Purchaser) and duly registered with the office of the Sub-Registrar of Assurances at Bandra under serial no. 1 178 of 1965 in Book No.1.
- b. Deed of Conveyance dated 1<sup>st</sup> December, 1967 executed by and between said Zaibunnisa (as Vendor) and (i) Anthony Thomas Mascarenhas, (ii) John Theodore Mascarenhas, (iii) Stanislaus

Mascarenhas and (iv) Joseph John Mascarenhas (as the Purchasers) and registered under Serial No. BOM/R-4887 of 1967 with the Office of the Sub-Registrar of Bombay.

7. We have for the purpose of issuance of legal title report perused deeds and documents listed in clause 1, 2, 3 and 4 hereinabove, provided to us by the said Modirealty Constructions LLP and have relied upon the contents thereof as true and correct. On the basis of the documents listed in clause 1, 2, 3 and 4 hereinabove, the Search Reports submitted to us by the Search Clerks and the Revenue records we have to state as follows: -

- a. By and under an Indenture of Conveyance dated 23<sup>rd</sup> January, 1965, executed by and between Epiphanio Stephen Cajetan D'Lima (therein referred to as the Vendor) and Zaibunnisa Haji Ismail (therein referred as the Purchaser and hereinafter referred to as "Zaibunnisa") and duly registered with the office of the Sub-Registrar of Assurances at Bandra under serial no.178 of 1965 in Book No.1, the Vendor therein did thereby sell, transfer and convey unto and in favour of the Purchaser therein the right title and interest in all that vacant piece and parcel of land bearing Survey No.20, Hissa No.1 admeasuring 3660.25 sq. yards (equivalent to 3060 sq. mtrs.) situate at D'Monte Lane, off Marve Road, at Village Valnai (Orlem), Taluka Borivali, in the Registration Sub-District of Mumbai Suburban (hereinafter referred to as "**the said Larger Plot**") for the consideration and in the manner setout therein;
- b. Zaibunnisa, laid out the said Larger Plot in four plots and got the layout sanctioned from the concerned planning authority. The

terms and conditions imposed by the concerned planning authority while sanctioning the layout, were accepted by Zaibunnisa vide her letter/writing dated 22nd September 1965 addressed to the Commissioner of the Bombay Municipal Corporation and registered under Serial No.2902 of 1965 of Book No.1 at the Bombay Sub-Registry. As per the said Layout the said Lager Plot was sub-divided into four plots. Out of the four sub-divided plots three plots being Plot Nos. 1, 2 and 3 were earmarked for construction of building and fourth plot admeasuring 475 sq. yards was reserved/earmarked for garden purposes. Zaibunnisa constructed on the Plot No.1 a structure having ground floor, admeasuring 1050 sq. feet constructed area (hereinafter referred to as "the Structure").

- c. By a Deed of Conveyance dated 1st December, 1967 executed by and between said Zaibunnisa (therein referred to as Vendor) and (i) Anthony Thomas Mascarenhas (Anthony), (ii) John Theodore Mascarenhas (John), (iii) Stanislaus Mascarenhas (Stanislaus) and (iv) Joseph John Mascarenhas (Joseph) (therein referred to as the Purchasers) and registered with the Office of the Sub-Registrar of Bombay under Serial No. BOM/R-4887 of 1967 the Vendor therein granted, sold, transferred, assigned and conveyed the said Plot admeasuring 811.04 sq. mtrs. or thereabouts (equivalent to approx. 970 sq. yards) and forming part of Survey No.20 Hissa No.1 together with the Structure standing thereon admeasuring 1050 sq. feet, in favour of the Purchasers therein for the consideration and on the terms and conditions as set out therein. Thus, Anthony, John, Stanislaus, and Joseph each became co-owners of the said Plot and the said Structure as

Tenants-in-common each having equal 1/4th undivided share right title and interest therein.

- d. Anthony expired on 24th January, 1977, leaving behind him surviving his widow namely (1) Mrs. Milligrin Mascarenhas and his five children namely, (2) said John, (3) said Stanislaus, (4) said Joseph, (5) Alex Mascarenhas (Alex) and (6) Leticia Gonsalves (Leticia), as his only heirs and legal representatives as per the provisions of law of succession by which he was governed at the time of his death. Thus, Milligrin, John, Stanislaus, Joseph, Alex and Leticia collectively inherited undivided 1/4th share of said Anthony in the said Property in equal shares.
- e. Milligrin, expired at Bombay on 19th February 1990, leaving behind surviving her five children namely said John, said Stanislaus, said Joseph, said Alex and said Leticia, (John, Stanislaus, Joseph, Alex and Leticia shall collectively referred to as "the heirs of Anthony and Milligrin") as per the provisions of the law of succession by which she was governed at the time of her death. Thus, the share of Milligrin in the said Property devolved upon her children namely John, Stanislaus, Joseph, Alex, and Leticia in equal shares;
- f. John, expired at Mumbai on 25th April 2010, leaving behind him surviving his widow namely Maria Mascarenhas and one daughter Macrina Mascarenhas as per the provisions of the law of succession by which he was governed at the time of his death (hereinafter referred to as "the heirs of John"). Thus, the share of John in the said Property devolved upon Maria and Macrina in equal shares;

- g. Leticia expired at Mumbai on 18th February 2016 leaving behind surviving her three sons namely (i) Peter Gonsalves, (ii) Glenn Gonsalves and (iii) Lester Gonsalves, and one daughter namely (iv) Arlene Gonsalves, as per the provisions of the law of succession by which she was governed at the time of her death (hereinafter referred to as “the heirs of Leticia”). Thus, the share of Leticia in the said Property devolved upon Peter, Glenn, Lester, and Arlene in equal shares;
- h. Alex, expired at Mumbai on 17th January, 1996, leaving behind him surviving his widow namely Rosy Mascarenhas, two sons namely Anthony Thomas Mascarenhas, Lydin Mascarenhas and one daughter namely Julie Mascarenhas, as per the provisions of the law of succession by which he was governed at the time of his death (hereinafter referred to as “the heirs of Alex”). Thus, the share of Alex in the said Property devolved upon Rosy, Thomas, Lydin and Julie in equal shares.
- i. Thus, the said Property was jointly owned by (1) Stanislaus Mascarenhas, (2) Joseph Mascarenhas, (3) Maria Mascarenhas, (4) Macrina Mascarenhas (Nos.3 and 4 being heir of John), (5) Rosy Mascarenhas (6) Anthony Thomas Mascarenhas (7) Lydin Mascarenhas (8) Julie Mascarenhas, (Nos.5 to 8 being the heirs of Alex) (9) Peter Gonsalves (10) Arlene Gonsalves (11) Glenn Gonsalves and (12) Lester Gonsalves (Nos. 9 to 12 being heirs of late Leticia), as co-owners and tenants-in-common and they had their respective undivided shares, right, title and interest in the said Property, (hereinafter referred to as “**Erstwhile Owners**”) as stated in the below table:

<b>Sr. no.</b>	<b>Name of Co-Owners</b>	<b>Respective shares</b>
(a)	Stanislaus Mascarenhas	30%
(b)	Joseph Mascarenhas	30%
(c)	(i) Maria wd/o John T. Mascarenhas; & (ii) Macrina d/o John T. Mascarenhas	30% Collectively
(d)	Rosy wd/o Alex Mascarenhas Anthony Thomas s/o Alex Mascarenhas Lydin s/o Alex Mascarenhas Julie d/o Alex Mascarenhas	5% Collectively
(e)	Peter s/o Leticia Gonsalves Arlene d/o Leticia Gonsalves Glenn s/o Leticia Gonsalves Lester s/o Leticia Gonsalves	5% Collectively
	<b>Total</b>	<b>100%</b>

- j. By an Indenture of Conveyance dated 15<sup>th</sup> July, 2024 executed by and between Stanislaus Mascarenhas (as Vendor therein), and the Present Owners viz. Modirealty Constructions LLP (as Purchaser therein) and duly registered with the office of the Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/15098 of 2024 (**said First Indenture of Conveyance**), the Vendor therein sold conveyed, transferred, granted, and assured, unto and in favour of Modirealty Constructions LLP absolutely and forever free from encumbrances of any nature whatsoever all his 30% undivided share, right, title and interest in the said Property for

the consideration and on terms and conditions more particularly set out in the said First Indenture of Conveyance.

*Observations;*

*In terms of the said First Indenture of Conveyance, Modirealty Construction LLP, the Purchasers therein have agreed to allot to Stanislaus Mascarenhas, the Vendor therein, two residential Flats viz. one admeasuring 650 sq. ft. Rera Carpet Area together with one car parking and one admeasuring 450 sq. ft. Rera Carpet Area together with one car parking in the new building proposed to be constructed by the Purchasers on the said Plot, free of cost and on ownership basis.*

- k. Pursuant to the said First Indenture of Conveyance Stanislaus executed a Power of Attorney dated 15<sup>th</sup> July, 2024, registered with the Sub Registrar of Assurances at Borivali-7 under serial No. BRL-7/15101 of 2024 (**said First Power of Attorney**), *inter-alia* appointing the Present Owners viz. Modirealty Constructions LLP (acting through its designated partners Keshav Modi and Gautam Modi) as his attorneys and granted various powers in respect of his undivided share in the said Property conveyed under the said First Indenture of Conveyance as set out therein.
- l. By an Indenture of Conveyance dated 15<sup>th</sup> July, 2024 executed by and between Joseph Mascarenhas (as Vendor therein), and the Present Owners viz. Modirealty Constructions LLP (as Purchaser therein) and duly registered with the office of the Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/15113 of 2024 (**said Second Indenture of Conveyance**), the Vendor therein sold conveyed, transferred, granted, and assured, unto and

in favour of Modirealty Constructions LLP absolutely and forever free from encumbrances of any nature whatsoever all his 30% undivided share, right, title and interest in the said Property for the consideration and on terms and conditions more particularly set out in the said Second Indenture of Conveyance.

*Observations:*

*In terms of the said Second Indenture of Conveyance, Modirealty Construction LLP, the Purchasers therein have agreed to allot to Joseph Mascarenhas, the Vendor therein, one residential Flat admeasuring 650 sq. ft. Rera Carpet Area together with one car parking in the new building proposed to be constructed by the Purchasers on the said Plot, free of cost and on ownership basis.*

- m. Pursuant to the said Second Indenture of Conveyance Joseph Mascarenhas executed a Power of Attorney dated 15<sup>th</sup> July, 2024, registered with the Sub Registrar of Assurances at Borivali-7 under serial No.BRL-7/15116 of 2024 (**said Second Power of Attorney**), inter-alia appointing the Present Owners viz. Modirealty Constructions LLP (acting through its designated partners Keshav Modi and Gautam Modi) as his attorneys and granted various powers in respect of his undivided share in the said Property conveyed under the said Second Indenture of Conveyance as set out therein.
- n. By an Indenture of Conveyance dated 22<sup>nd</sup> July, 2024 executed by and between (1) Rosy wd/o Alex Mascarenhas, (2) Anthony Thomas s/o Alex Mascarenhas, (3) Lydin s/o Alex Mascarenhas and (4) Julie Dsouza d/o Alex Mascarenhas ( as Vendors therein), and the Present Owners viz. Modirealty Constructions LLP ( as Purchaser therein) duly registered with the office of the Sub-

Registrar of Assurances at Borivali-7 under serial No.BRL-7/15513 of 2024 (**said Third Indenture of Conveyance**), the Vendors therein sold conveyed, transferred, granted, and assured, unto and in favour of Modirealty Constructions LLP absolutely and forever free from encumbrances of any nature whatsoever all their collective 5% undivided share, right, title and interest in the said Property for the consideration and on terms and conditions more particularly set out in the said Third Indenture of Conveyance.

*Observations;*

*In terms of the said Third Indenture of Conveyance, Modirealty Construction LLP, the Purchasers therein have agreed to allot to Rosy wd/o Alex Mascarenhas and 3 others, the Vendors therein, two residential Flats viz., one admeasuring 650 sq. ft. Rera Carpet Area together with one car parking and one admeasuring 450 sq. ft. Rera Carpet Area together with one car parking in the new building proposed to be constructed by the Purchasers on the said Plot, free of cost and on ownership basis.*

- o. Pursuant to the said Third Indenture of Conveyance (1) Rosy wd/o Alex Mascarenhas, (2) Anthony Thomas s/o Alex Mascarenhas, (3) Lydin s/o Alex Mascarenhas and 4) Julie d/o Alex Mascarenhas executed a Power of Attorney dated 22<sup>nd</sup> July, 2024, registered with the Sub Registrar of Assurances at Borivali-7 under serial No. BRL-7/15514 of 2024 (**said Third Power of Attorney**), inter-alia appointing the Present Owners viz. Modirealty Constructions LLP (acting through its designated partners Keshav Modi and Gautam Modi) as their attorneys and

granted various powers in respect of their undivided share in the said Property conveyed under the said Third Indenture of Conveyance as set out therein.

- p. By an Indenture of Conveyance dated 24<sup>th</sup> July, 2024 executed by and between (1) Peter s/o Leticia Gonsalves, (2) Arlene d/o Leticia Gonsalves, (3) Glenn s/o Leticia Gonsalves and (4) Lester s/o Leticia Gonsalves (as Vendors therein), and the Present Owners viz., Modirealty Constructions LLP (as Purchaser therein) duly registered with the office of the Sub-Registrar of Assurances at Borivali-7 under serial No.BRL-7/15663 of 2024 (**said Fourth Indenture of Conveyance**), the Vendors therein sold conveyed, transferred, granted, and assured, unto and in favour of Modirealty Constructions LLP absolutely and forever free from encumbrances of any nature whatsoever all their collective 5% undivided share, right, title and interest in the said Property for the consideration and on terms and conditions more particularly set out in the said Fourth Indenture of Conveyance.

*Observations:*

*In terms of the said Fourth Indenture of Conveyance, Modirealty Construction LLP, the Purchasers therein have agreed to allot to Peter s/o Leticia Gonsalves and 3 others, the Vendors therein, one residential Flat one admeasuring 650 sq. ft. Rera Carpet Area together with one car parking in the new building proposed to be constructed by the Purchasers on the said Plot, free of cost and on ownership basis.*

- q. Pursuant to the said Fourth Indenture of Conveyance (1) Peter s/o Leticia Gonsalves, (2) Arlene d/o Leticia Gonsalves, (3) Glenn s/o Leticia Gonsalves and (4) Lester s/o Leticia Gonsalves,

executed a Power of Attorney dated 24<sup>th</sup> July, 2024, registered with the Sub Registrar of Assurances at Borivali-7 under serial No. BRL-7/15664 of 2024 (**said Fourth Power of Attorney**), inter-alia the Present Owners viz. Modirealty Constructions LLP (acting through its designated partners Keshav Modi and Gautam Modi) as their attorneys and granted various powers in respect of their undivided share in the said Property conveyed under the said Fourth Indenture of Conveyance as set out therein.

- r. By an Indenture of Conveyance dated 12<sup>th</sup> August, 2024 executed by and between (1) Maria wd/o John T. Mascarenhas, (2) Macrina d/o John T. Mascarenhas (as Vendors therein), and to the Present Owners viz. Modirealty Constructions LLP (as Purchaser therein) duly registered with the office of the Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/16846 of 2024 (**said Fifth Indenture of Conveyance**), the Vendors therein sold conveyed, transferred, granted, and assured, unto and in favour of Modirealty Constructions LLP absolutely and forever free from encumbrances of any nature whatsoever all their collective 30% undivided share, right, title and interest in the said Property for the consideration and on terms and conditions more particularly set out in the said Fifth Indenture of Conveyance.

*Observations:*

*In terms of the said Fifth Indenture of Conveyance, Modirealty Construction LLP, the Purchasers therein have agreed to allot Maria wd/o John T. Mascarenhas and another, the Vendors therein, one residential Flat one admeasuring 650 sq. ft. Rera Carpet Area together with one car parking in the new building*

*proposed to be constructed by the Purchasers on the said Plot, free of cost and on ownership basis.*

- s. Pursuant to the said Fifth Indenture of Conveyance Maria and Macrina, executed a Power of Attorney dated 12<sup>th</sup> August, 2024, registered with the Sub Registrar of Assurances at Borivali-7 under serial No. BRL-7/16847 of 2024 (**said Fifth Power of Attorney**), inter-alia appointing the Present Owners viz. Modirealty Constructions LLP (acting through its designated partners Keshav Modi and Gautam Modi) as their attorneys and granted various powers in respect of their undivided share in the said Property conveyed under the said Fifth Indenture of Conveyance as set out therein.
- t. The said First, Second, Third, Fourth and Fifth Indenture of Conveyances are hereinafter unless referred separately be collectively referred to as “**the said Indenture of Conveyances**” and the said First, Second, Third, Fourth and Fifth Power of Attorney are hereinafter unless referred separately collectively be referred to as “**the said Power of Attorneys**”).
- u. The said Erstwhile Owners have by and under separate Declaration-cum-Indemnities, executed simultaneously with execution of the said Indentures of Conveyances, made various representations in respect of the said Property to the Present Owners viz. Modirealty Constructions LLP and declared and confirmed that the representations and declarations made in their respective Indenture of Conveyances and made by and under their respective Declaration cum Indemnities are true and correct and nothing is suppressed and misrepresented by them and further confirmed that relying upon the statements,

representations, declaration, confirmations and assurances made by them the Purchasers have purchased and acquired their respective undivided share in the said Property and indemnified the Present Owner viz. Modirealty Constructions LLP against the same.

v. Pursuant to the said Conveyances the said Erstwhile Owners have handed over quiet, vacant and peaceful possession of the said Property to the Present Owners viz. Modirealty Constructions LLP.

8. We state that the documents listed in paragraph no.4A are the only documents provided by the said Erstwhile Owners and the Present Owners viz. Modirealty Constructions LLP to us for the purpose of due diligence. We further state that all the statements and observations in this certificate of title are based on the documents provided to us by the said Erstwhile Owners and the Present Owners viz. Modirealty Constructions LLP for the purpose of due diligence as listed in paragraph no.4A.

9. This Title Certificate has been prepared on the basis of the documents listed in paragraph no.4A, that have been furnished to us by the said Erstwhile Owners and the Present Owners viz. Modirealty Constructions LLP and presuming that the contents of the aforesaid documents, are true and correct. We take no responsibility for not having envisaged in this Title Certificate, the contents of the documents, that may be relating to the said Property but which have not been provided to us for our perusal. Further, the said Erstwhile Owners, have executed their respective Declaration cum Indemnity confirming their right and title as

absolute owners of their respective undivided share, right, title and interest in said Property and we have issued this Title Certificate relying upon the same.

**10.** For the purpose of this Title Certificate, we have relied upon the following:

- i. Information relating to lineage on the basis of Revenue Records, as well as copies of Title Documents provided to us by the said Erstwhile Owners and the Present Owners viz. Modirealty Constructions LLP as listed in Annexure A hereto;
- ii. Copy of Property Cards in respect of the said Property;
- iii. Copy of Search Report submitted by the search clerks Bharat Pawar and Purushottam Agari;
- v. The copies of Declaration-cum-Indemnity executed by the said Erstwhile Owners respectively at the time of execution of the said Indenture of Conveyances.

**11.** This Title Certificate is issued based on the title documents perused by us and same is based on the assumption:

- i. of the legal capacity of all natural persons, genuineness of all signatures;
- ii. authenticity of copies of the documents submitted to us;
- iii. that there have been no amendments or changes to the documents examined by us;
- iv. of the accuracy and completeness of all the factual representations made in the documents;

vi. that all prior title documents have been adequately stamped and registered.

12. We have not raised requisitions on title to the said Erstwhile Owner but we are relying upon the Declaration cum indemnity executed by the said Erstwhile Owners respectively at the time of execution of the said Indenture of Conveyances declaring and confirming amongst other the following facts:

i) By and under an unregistered Agreement dated 8<sup>th</sup> February, 1982 (said Agreement), executed by and between Mrs. Milligrin Mascarenhas, John Mascarenhas, Stanislaus Mascarenhas, Joseph Mascarenhas, Alex Mascarenhas and Leticia Gonsalves (as the Vendors therein) and one M/s Noelcon, the then partnership firm (as the Purchaser therein), the vendors therein agreed to sell the said Plot and the said Structure to the purchaser therein for the consideration and upon the terms and conditions more particularly mentioned therein. The said Erstwhile Owners have further represented and confirmed that pursuant to the Agreement dated 8<sup>th</sup> February, 1982 no registered Conveyance Deed or Development Agreement was executed by them in favour of M/s. Noelcon.

**13. DISCLAIMER:**

i. We express no view about the user/reservations/FSI/or development potential in respect of said Property.

- ii. We have not verified any circulars/notifications/regulations issued by any State/Central Governmental Authority(ies) relating to reservation in respect of the said Property or any portion thereof.
  - iii. We are not authorized or qualified to express an opinion relating to plan permission, approvals or development potential in respect of the said Property.
  - iv. We are not certifying the boundaries of the said Property and/or physical condition of the said Property since we have not visited the captioned property.
  - v. A certificate/s, determination, notification/s, opinion/s or the like shall not be binding on any Indian Court(s) or Arbitrator(s) or Quasi-Judicial Authority(ies) or Regulatory Body(ies) or Tribunal(s) which would have to be independently satisfied, despite any provision/reference made in the documents recited herein above, to the contrary thereof.
  - vi. This opinion is limited to the matter pertaining to Indian Law (as on the date of this Opinion) alone and we express no opinion on laws of any other jurisdiction.
14. This Title Certificate is issued at the instructions of Modirealty Constructions LLP and strictly for the benefit of Modirealty Constructions LLP only.
  15. In the circumstances aforesaid and subject to what is stated hereinabove and subject to what is stated in the said five Declaration-cum-Indemnities executed by the said Erstwhile Owners respectively, we

hereby certify that the said Erstwhile Owners' title to the said Property is clear, marketable and free from any encumbrances on the basis of the said Indenture of Conveyances, we opine that Modirealty Constructions LLP is the present owner of the said Property.

Dated on this 11<sup>th</sup> day of December, 2025.

*Sneha S. Desai*

Mrs. Sneha S. Desai

Advocate High court

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ADVOCATE

BAR COUNCIL OF  
MAHARASHTRA & GOA

HIGH COURT, BOMBAY

☎ : 2267 3371/ 2265 6567



NAME: Sneha Snehansu Desai

RESIDENCE: Kandivli, Mumbai.

ROLL No.: Mah/ 4228/1999

ENROLLED ON: 22-07-1999

DATE OF BIRTH: 18-03-1976

*Handwritten signature*  
SECRETARY

SECRETARY

1. IN CASE OF MISUSE OF THIS IDENTITY CARD, DISCIPLINARY ACTION SHALL BE TAKEN.
2. IF THE HOLDER OF THIS CARD CEASES TO PRACTICE FOR WHATEVER REASONS OR IF HIS NAME IS TRANSFERRED TO ANOTHER STATE, THIS CARD SHOULD BE SURRENDERED TO THE BAR COUNCIL.
3. IF IT IS LOST THE SAME SHOULD BE REPORTED TO THE BAR COUNCIL IMMEDIATELY.

*Sneha S. Desai*  
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