

Adv. Rutuja Ambekar

B. A. LLB.

'Kanakia Sevens', Flat 1801, 'C' Wing, Opp. Times Square Building,
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Tel No. 9004171500, 9324088995.

11.01.2025

FORMAT - A

(Circular No. 28/2021)

To
MahaRERA,
Housfin Bhavan, Near RBI, 'EII Block'
Bandra Kurla Complex, Bandra (East)
Mumbai - 400 051

LEGAL TITLE REPORT

Sub(i): **"Project Romell Espalier - Sale Component Plot"** : Title Report and Title Clearance Certificate in respect of NINE (9) plots : **Plot No. (1)** C.T.S. Nos.1474, 1475, F.P.No.442, TPS-V, 1484, F.P.No.430, TPS-V 1485, F.P.No.437, TPS-V, **Plot No. (2)** C.T.S. No. 1476, F.P.No.440, TPS-V, **Plot No. (3)** C.T.S. No. 1479, F.P.No.171, TPS-II, **Plot No. (4)** C.T.S. No. 1480, F.P.No.172, TPS-II, **Plot No. (5)** C.T.S. No. 1482, F.P.No.439, TPS-V, **Plot No. (6)** C.T.S. No. 1483, F.P.No.437, TPS-V, **Plot No. (7)** C.T.S. No. 1486, F.P.No.438, TPS-V, **Plot No. (8)** C.T.S. No. 1487, 1488, F.P.No.435, TPS-V, **Plot No. (9)** C.T.S. No. 1489, F.P.No.436, TPS-V of Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, having aggregate total area is 3,155.02 as per Property Cards (*the Said Property*)

Sub(ii): **"Rehab Component Plot"** - bearing CTS Nos. (F.P. 453) corresponding to 1490(pt), 1491(pt), 1492(pt), 1493, 1495 and (F.P. 458) corresponding to 1496, adm. in aggregate 786.25 sq. mtrs. whereupon the Rehab Building No. 1 of the Slum Society comprising of 3 Rehab Wings has been constructed (*the said "Rehab Plot"*)

Sub(iii): **"Commencement Certificate"** - No. SRA/ENG/2069/KE/PL/AP - revalidated on 10.01.2025 (*the said "Commencement Certificate"*)

ROMELL REAL ESTATE PVT. LTD., a Company incorporated under the Indian Companies Act, 1956 having its Registered Office at 101, B-Wing, Gharkul Co-op. Society, Azad Road, Vile Parle (East), Mumbai, 400 057, and having its Corporate Office at 4th floor, Prius Infinity, Subhash Road, Vile Parle (East), Mumbai-400 057; acting through its



Managing Director, Shri. Jude Romell, approached me for investigating their title to the property :

a) Description of the Property : ALL THAT piece and parcel of land being NINE (9) plots : **Plot No. (1)** C.T.S. Nos.1474, 1475, F.P.No.442, TPS-V, 1484, F.P.No.430, TPS-V 1485, F.P.No.437, TPS-V, **Plot No. (2)** C.T.S. No. 1476, F.P.No.440, TPS-V, **Plot No. (3)** C.T.S. No. 1479, F.P.No.171, TPS-II, **Plot No. (4)** C.T.S. No. 1480, F.P.No.172, TPS-II, **Plot No. (5)** C.T.S. No. 1482, F.P.No.439, TPS-V, **Plot No. (6)** C.T.S. No. 1483, F.P.No.437, TPS-V, **Plot No. (7)** C.T.S. No. 1486, F.P.No. 438, TPS-V, **Plot No. (8)** C.T.S. No. 1487, 1488, F.P.No.435, TPS-V, **Plot No. (9)** C.T.S. No. 1489, F.P.No.436, TPS-V of Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, having aggregate total area is 3,155.02 as per Property Cards, located at junction of N. P. Thakkar Road & Gujarati Mandal Road, Vile Parle (East) Mumbai - 400 057 (the Said Property)

b) Title documents of the said Property :

Plot No.(1)

1. Indenture of Conveyance dated 13th October, 1981.
2. Deed of Conveyance dated 10th September, 1996.
3. Indenture of Conveyance dated 16th June, 2006.
4. Deed of Confirmation dated 5th August, 2009.

Plot No.(2)

5. Agreement for Sale & Development dated 04th December 1987.
6. Deed of Conveyance dated 24th October 1994.
7. Deed of Conveyance dated 01st August 2007.

Plot No.(3)

8. Copy of registered Deed of Conveyance dated 02.08.2008.

Plot No.(4)

9. Indenture of Conveyance dated 31st December 2013.

Plot No. (5)

10. Deed of Conveyance dated 29.12.2020.

Plot No.(6)

11. Indenture (Deed of Conveyance) dated 17th August 1996.
12. Deed of Conveyance dated 15th March 2008

Plot No.(7)

13. Indenture of Conveyance dated 1/8/2007.

Plot No.(8)

14. Deed of Partition dated 20th November 1953.



15. Deed of Conveyance dated 23rd February 2023.

Plot No.(9)

16. Deed of Confirmation dated 18th May 2022.

c) Other Common Documents – P. R. Cards, Public Notice etc. :

1. Copies of Property Cards issued by City Survey, Vile Parle, in respect of all the nine plots.
2. Copies of Public Notices in daily newspapers viz., Free Press Journal, Navshakti and Mumbai Samachar inviting claims and objections in respect of the title of Romell Real Estate Pvt. Ltd. in respect of the said Property, all 9 plots,
3. Original Letters from Advocate indicating that, from the date of publication of the aforesaid Public Notice, upto the date of issuance of the said letter, no objection regarding the said Public Notice has been received,

d) Search Reports :

I have been provided Separate Search Reports taken from the concerned Sub Registrar of Assurances, in respect of the said Property, till December 2024. I found no any adverse remarks affecting the title of the said Property in the Register maintained for the said purpose under the Indian Registration Act, 1908.

e) Opinion :

On perusal of and after scrutinizing and verifying the above title deeds and documents in respect of the aforesaid NINE plots (the said Property), I am of the opinion that the title of Romell Real Estate Pvt. Ltd., the Owner to the 'said Property' on which the Project "ROMELL ESPALIER" is being constructed as per the said Commencement certificate is clear, unencumbered and marketable.

f) Ownership of land :

'ROMELL REAL ESTATE PVT. LTD.' is the owner of the said property bearing ALL THAT piece and parcel of land being NINE (9) plots :

Sr. No.	Plot Nos.	CTS Nos.	Area as per P. R. Cards Sq. Mtrs.	Final Plot Nos.	Area as per Final Plots Sq. Mtrs.
1	Plot - 1	1474,1474/1 & 2	275.20	442	443.10
1	Plot - 1	1475, 1475/1 to 4	155.80	442	

1	Plot - 1	1484	13.70	430	1118.40
1	Plot - 1	1485	143.70	437	
1	Plot - 1	1485/1	178.80	437	180.10
2	Plot - 2	1476, 1476/1 to 9	313.40	440	319.70
3	Plot - 3	1479, 1479/1	85.00	171	497.50
4	Plot - 4	1480, 1480/1	506.70	172	573.00
5	Plot - 5	1482, 1482/1 to 10	321.60	439	306.40
6	Plot - 6	1483	205.52	437	=====
7	Plot - 7	1486, 1486/1 to 7	379.00	438	299.60
8	Plot - 8	1487, 1487/1 to 7, 1488	403.20	435	268.90
9	Plot - 9	1489, 1489/1 to 8	173.40	436	231.00
		TOTAL	3,155.02		4,237.70

located at junction of N. P. Thakkar Road & Gujarati Mandal Road, Vile Parle (East) Mumbai - 400 057 (*herein after referred to as the Said Property*)

g) Note for Commencement Certificate :

The Rehab Building No. 1 of the Slum Society comprising of **3 Rehab Wings** has been constructed on the **“Rehab Component Plot”** bearing CTS Nos. (**F.P. 453**) corresponding to 1490(pt), **1491(pt), 1492(pt), 1493, 1495** and (**F.P. 458**) corresponding to 1496. The said CTS / Plot numbers are mentioned on the Commencement Certificate in addition to the numbers of **“the Sale Component Plot”**, since the entire project is sanctioned by the Slum Rehabilitation Authority, under MRTP Act, 1966, vide a single file No. SRA/ENG/2069/KE/PL/AP, though the Sale Component Plot, i.e., ‘ROMELL ESPALIER’ is being constructed as a separate unit on separate plot, being “the Sale Component Plot” which the subject matter of this Title Report.

The Report reflecting the flow of the title of the Owner / Developer / Promoter, i.e., Romell Real Estate Pvt. Ltd. of the said Property on which the Project “ROMELL ESPALIER” is being constructed as per the said Commencement certificate is enclosed herewith as **‘Annexure’**.



[Handwritten signature]

(Rutuja Ambekar)
Advocate, High Court

Adv. Rutuja Ambekar

B. A. LLB.

'Kanakia Sevens', Flat 1801, 'C' Wing, Opp. Times Square Building,
Andheri-Kurla Road, Marol, Andheri (East) Mumbai, 400 059.
Tel No. 9004171500, 9324088995.

11.01.2025

Annexure

FLOW OF TITLE OF THE SAID PROPERTY

The Owner / Promoter has shown, given copies of several documents in respect of the said Property, i.e., **all NINE plots**. I have investigated the title of ROMELL REAL ESTATE PVT. LTD. in respect of the said Property. I propose to indicate the nature of documents and brief narration of the contents of the said documents as also my comments on the said documents. From the perusal of above referred documents, following things can be easily deduced:

Plot No. (1) :

**C.T.S. Nos.1474, 1475, F. P. No. 442, TPS - V, C.T.S. 1484,
F. P. No. 430, TPS - V, C.T.S. 1485, F. P. No. 437, TPS - V**

Area as per P.R. Cards - 767.20 square meters

Area as per Final Plots - 1,741.60 square meters

1. Dominic Chrysostom Misquitta and 5 others, jointly owned as descendants in common (co-owners) several ancestral properties situated at Vile Parle. On account of various deaths which occurred, the said properties devolved on various members of the Original Co-Owners. The said Owners from 6 branches executed a Partition Deed dated 11th August, 1955 made with one original and five duplicates, registered in the office of Sub-Registrar, bearing Bandra Nos.859 to 864 of Book No.1, between the said parties by which most of the immovable properties belonging to them were partitioned but some vacant lands in Vile Parle East Gaothan were kept undivided as belonging to the six sharers in undivided equal shares;

2. By Conveyance dated 13th October, 1981 executed by Frederick Servilius Arthur Vanderhyde and 6 others, the two pieces of land totally admeasuring about 782 sq. yards, equivalent to 653.86 sq. meters, situated lying and being at Misquitta Street, East Gaothan, Vile Parle (East), viz., land Survey No.146/A, Hissa No.1 (part), C.T.S. Nos.1474, 1474/1 and 1474/2, admeasuring 346.16 sq. meters and land bearing Survey No.146-A, Hissa No.8 corresponding C.T.S.Nos.1475,



1475/1 to 4, admeasuring 307.70 sq. meters, have been sold in favour of M/s. Soni Builders.

3. A Deed of Confirmation dated 8th February, 1996 has been executed by the seven co-owners/ members of Vanderhyde family viz., Frederick Servilius Arthur Vanderhyde and 6 others in favour of M/s. Soni Builders, which was duly registered in the office of Sub-Registrar, Bandra, under Serial No.551/1996 on 13th February, 1996. Thus, in my opinion, there is a valid transfer of title of the said property described in the Deed of Conveyance dated 13th October, 1981 and the Deed of Confirmation dated 8th February, 1996.

4. A perusal of Deed of Conveyance dated 10th September, 1996 executed between Mr. P. F. Lawrence alias Pius Floriano alias Pius Floriano in favour of M/s. Soni Builders, the firm through its partners (1) Rameshchandra Virchand Soni and (2) Deorajji Moolchandji Soni, which is duly registered in the office of Sub-Registrar, Bandra-1 at Serial No.3392/1996 shows that the land being piece or parcel of land or ground admeasuring about 208 sq. yards equivalent to 173.33 sq. meters or thereabouts and the adjoining Gaothan Plot of land admeasuring about 108 sq. yards equivalent to 90 sq. meters or thereabouts of East Gaothan bearing Survey No.146-A, Hissa No.7, C.T.S. No.1485, 1485/1 (part), and C. S. No.75 and City Survey No.1484 Original Plot No.430, together with the common permanent right of way and means of access over the private passage was duly conveyed in favour of M/s. Soni Builders. This clearly shows that M/s. Soni Builders had become owners of the said three lands admeasuring 263.33 sq. meters.

5. The said M/s. Soni Builders had executed an Indenture of Conveyance dated 16th June, 2006 in favour of M/s. Romell Real Estate Pvt. Ltd. in respect of land admeasuring 263.33 sq. meters bearing CTS Nos.1484, 1485 and 1485/1 (part) and land admeasuring 653.86 sq. meters comprised in CTS Nos.1474, 1474/1, 1474/2, 1475 and 1475/1 to 1475/4 whereby the said land has been conveyed by the partnership firm of M/s. Soni Builders in favour of M/s. Romell Real Estate Pvt. Ltd. Though the said Deed of Conveyance has not been registered, subsequently the said two partners of M/s. Soni Builders viz., Rameshchandra Veerchand Soni and Devraj Mulchand Soni would have executed a Deed of Confirmation dated 5th August, 2009 in favour of M/s. Romell Real Estate Pvt. Ltd. and acknowledged to have executed the aforesaid earlier Deed of Conveyance dated 16th June, 2006 and the said Deed of Confirmation has been duly registered in the office of the Joint Sub-Registrar, Andheri-1 (Bandra) at Serial No.7705/2009.



6. The perusal of Conveyance dated 16th June, 2006 by M/s. Soni Builders in favour of Romell Real Estate Pvt. Ltd. shows that the entire property, which is the subject matter of this Title Report, has been duly conveyed in favour of M/s. Romell Real Estate Pvt. Ltd.

Plot No. (2) :

C.T.S. No. 1476, F. P. No. 440, TPS - V

Area as per P.R. Cards - 313.40 square meters

Area as per Final Plots - 319.70 square meters

1. By an Agreement for Sale & Development dated 04th December 1987 executed between (i) Mrs. Ruby Dias (widow of Late Manuel Felix Dias), (ii) Don Manuel Dias, (iii) Miss Lorrain Manuel Dias and (iv) Mrs. Lynett Machado (daughter of Late Manuel Dias), the Vendors and M/s. Soni Builders, the Purchaser (for CTS 1483 & 50% share of CTS 1476, 1476/1 to 1476/9). The agreed consideration was shown towards ½ undivided share. Interest of Vendor No.1 i.e. Ruby widow of Late Manuel Felix Dias in the Second property, more particularly described in the Second Schedule i.e. 50% share of CTS 1476, 1476/1 to 1476/9. A perusal of the Agreement shows that the Purchaser, i.e. M/s Soni Builders, was put in possession of the property at the time of execution of the said Agreement for Sale & Development.

2. By a Deed of Conveyance dated 24th October 1994, said Don Manuel Dias, Mrs. Lynette Machado and Mrs. Lorraine Mehta, conveyed, sold, granted and transferred their undivided 50% share in the said Property, in favour of M/s Hira Constructions, upon the consideration mentioned therein.

3. By a Deed of Conveyance dated 01st August 2007, Edna Henriques, having 50% undivided share in the said Property and M/s Hira Constructions, having 50% undivided share in the said Property, conveyed, sold, granted and transferred their respective undivided 50% shares in the said Property, in favour of Romell Real Estate Pvt. Ltd., who became the sole owner of the said entire property.

Plot No. (3) :

C.T.S. No. 1479, F. P. No. 171, TPS - II

Area as per P.R. Cards - 85.00 square meters

Area as per Final Plots - 497.50 square meters

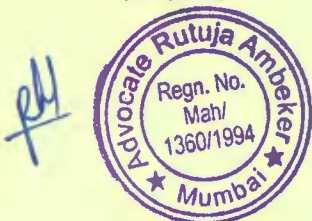


1. The property was originally owned by Mr. Jerome F. Misquitta who was married to Mary (Marye) Misquitta. The said husband and wife died intestate leaving behind only one daughter Ms. Beatrice Jerome Misquitta. The said Beatrice was married to Mr. Manuel Fernandes. The said Beatrice had died leaving behind her two sons Thomas Fernandes and William Fernandes and one daughter Annie (Roseana) Manuel Fernandes. The said Thomas Fernandes was married to Helen Thomas Fernandes. They had one son named Remegias Thomas Fernandes. The said Remegias died on 24.4.1948. The wife of Thomas Fernandes viz., Helen Thomas Fernandes died on 31.5.1983. Subsequently, Mr. Thomas Fernandes died on 10.8.1986.

2. In so far as the branch of William Fernandes is concerned, he was married to Cecelia Fernandes and they had no children. The said William Fernandes died on 14.7.1984. His wife/widow Cecelia was his only heir according to the provisions of Section 33 of the Indian Succession Act, 1925. The said Cecelia was the only heir of deceased William Fernandes and hence, his share in the property devolved on her. The said Cecelia Fernandes died intestate on 30.1.1995.

3. Annie (Roseana) was married to Dominic Sebastian Rodrigues. They had five daughters and one son viz, Eva, M. Veena, Thelma, Duris, and Geni and one son Vernon. The said Vernon died intestate without married on 7.1.1980. Eva was married to Robert Gonsalves. The said Robert Gonsalves and Eva Gonsalves had six children viz., Antonate, Bebina, Savio, Gerdet, Sarina and Yolanda. Their father and husband of Eva Remegias Gonsalves died on 23.8.1984. Eva Gonsalves died on 8.12.1985 and in accordance with Section 33 of the Indian Succession Act, 1925, her share in the property devolved on her six children viz., Antonate, Bebina, Savio, Gerdet, Sarina and Yolanda.

4. By a Deed of Conveyance dated 2.8.2008, having Regn. No. BDR/4/6670 of 2008, Romell Real Estate Pvt. Ltd. has purchased the said land from all the heirs and legal representatives of late Thomas Fernandes and William Fernandes. Considering the aforesaid documents, the relations between Thomas Fernandes and William Fernandes and the ten persons who have executed Deed of Conveyance in favour of Romell Real Estate Pvt. Ltd. have already explained, with a view to ensure that there is a complete clarity as to how property had devolved on the ten Vendors propose to highlight the flow of title.



Plot No. (4) :

Final Plot No. 172, TPS - II, CTS No.1480 & 1480/1

Area as per P.R. Cards - 506.70 square meters

Area as per Final Plots - 573.00 square meters

1. The property was originally owned by Michael Domnic D'Lima. By Deed of Conveyance dated 11th June 1949 registered at Sr. No. 631 of 1949 with the Sub Registrar, Bandra, the said owner Mr. Michael Domnic D'Lima sold the said property to Shri Balwant Virji Jani and Smt. Girija Balwant Jani. Consequently, their names were entered in the revenue record as owners.

2. Thereafter by an Indenture of Lease dated 17th December 1966 registered at Sr. No. BND/2843 of 1966, the said Balwant Virji Jani and Girija Balwant Jani therein referred to as Lessors and Smt. Chandanben R. Shah therein referred to as the Lessee, the said plot of land was given on lease for 90 years commencing from 17th December 1966 for a lease rent of Rs.445/- p.m. Thereafter, the said Lessee Smt. Chandanben R. Shah constructed a building named as 'Chetan Kunj'.

3. By a Deed of Gift dated 11th November 1974 registered at Sr. No. 1805 of 1974 in the office of Sub Registrar, Bandra which was registered on 09th June 1975, the said owners Shri Balwant Jani and Girija Jani gifted the plot of land bearing F.P. No. 172 to their daughter Mrs. Trinetri Bharat Pandya nee Ms. Trinetri Balwant Jani and consequently, she became owner.

4. By Deed of Conveyance dated 05th May 2008 registered at Sr. No. 6813 of 2008 in the office of Sub Registrar, Andheri-1, Bandra on 11th July 2008 by said Mrs. Trinetri Pandya nee Trinetri Balwant Jani therein referred to as 'Vendor', Smt. Chandanben Shah therein referred to as 'Confirming Party', the land bearing F.P. No. 172 was conveyed to M/s Smith Buildcon. By the said document, Smt. Chandanben Shah, who was the Lessee of the land and owner of the superstructure of the ground + 3 floor building known as 'Chetan Kunj' and two garages, surrendered her leasehold rights and transferred the superstructures of the buildings in favour of M/s Smith Buildcon. Consequently, the leasehold rights created by the Indenture of Lease dated 17th September 1966, got extinguished on account of the principle of merger and M/s Smith Buildcon became owner of the land of all the superstructures of the buildings standing thereon.



5. By Indenture of Conveyance dated 31st December 2013 which has been executed by M/s Smith Buildcon in favour of ROMELL REAL ESTATE PVT. LTD. which is duly registered in the office of Sub Registrar, Bandra 2 at Sr. No. BDR-9/186 of 2014, ROMELL REAL ESTATE PVT. LTD. has become owner of entire land bearing F.P. No. 172 and all the buildings standing thereon. Based on this, the name of ROMELL REAL ESTATE PVT. LTD. has been entered in the Property Register Cards of the said land.

Plot No. (5) :

C.T.S. Nos.1482, 1482/1 to 1482/10, F.P. No.489, TPS-V

Area as per P.R. Cards - 321.60 square meters

Area as per Final Plots - 306.40 square meters

1. By an Indenture dated 04th May, 1972, duly registered in the office of the Sub-Registrar of Assurances at Bandra at Serial No. BND-772 of Book No. I on 4th May, 1972, executed by Mrs. Nancy Gomes, therein called 'the Vendor' of the One Part in favour of Mrs. Priscilla Winefred Gonsalves, therein called 'the Purchaser' of the Other Part, the Vendor therein conveyed and transferred in favour of the Purchaser therein, her right, title and interest in the Property, being ALL THAT piece and parcel of land or ground bearing Survey No. 146, Hissa No. 13 corresponding to CTS Nos. 1482, 1482/1 upto CTS No. 1482/10 situated at Vile Parle (East), Taluka Andheri, Mumbai Suburban District admeasuring in the aggregate 321.6 sq. mtrs., as per property register card and corresponding to Original Plot No. 438 and Final Plot No. 439 of Town Planning Scheme of Vile Parle No. V (Principal) (Final) admeasuring 306.40 sq. mtrs.

2. By an Indenture made in the month of September, 1996, executed by Mrs. Priscilla Winefred Gonsalves, therein referred to as 'the Vendor' of the One Part in favour of Romell Real Estate Pvt. Ltd., therein referred to as 'the Purchasers' of the Other Part, the Vendor therein conveyed and transferred, her right, title and interest in the aforesaid Property, in favour of Romell Real Estate Pvt. Ltd., the Purchasers therein, the said deed is not registered;

3. On perusal of a Will and Testament dated 20th October, 2000, executed by said Mrs. Priscilla Winefred Gonsalves (duly registered at the office of the Sub-Registrar of Assurances at Serial No.BBE-5554 of 2000 on 07th November, 2000), the aforesaid Property being conveyed by Mrs. Priscilla Winefred



Gonsalves in favour of Romell Real Estate Pvt. Ltd., by the said Indenture dated September, 1996, the rights of Mrs. Priscilla Winefred Gonsalves, in the said Property stood extinguished hence the assets described in the said Will and Testament dated 20th October, 2000 does not refer to and include the aforesaid sold Property, as part of the assets of said Mrs. Priscilla Winefred Gonsalves. Mrs. Priscilla Winefred Gonsalves has bequeathed and given absolutely unto and to her daughter, Eventa Andrea Gonsalves, all her other moveable and immovable properties as described in paragraph 2(A) to 2(D) of the said Will, as the sole legatee under the said Will. Mrs. Priscilla Winefred Gonsalves has also bequeathed her residual rights in all her moveable and immovable properties which then or thereafter belonged to or be of her ownership and/or where her name happens to appear as the sole or joint holder, the same has also been bequeathed and given absolutely to her daughter, Ms. Eventa Gonsalves;

4. In view of Mrs. Priscilla Winefred Gonsalves, by her said Last Will bequeathing her residual rights in all her moveable and immovable properties then or thereafter belonging to or be of her ownership and/or where her name happens to appear as the sole or joint holder, absolutely to her daughter, Ms. Eventa Gonsalves, accordingly said Ms. Eventa Gonsalves has the right to deal with all the properties where her mother Mrs. Priscilla Winefred Gonsalves was the owner including the said Property;

5. By an Indenture dated 29.12.2020, (Regn. No.BDR-18/3560/2021) said Ms. Eventa Andrea Gonsalves conveyed the aforesaid property in favour of M/s. Romell Real Estate Pvt. Ltd., for agreed consideration as recorded therein. The said indenture is being treated as confirmation and ratification of the old transaction between her mother, i.e., Late Priscilla Winefred Gonsalves and Romell Real Estate Pvt. Ltd.;

Plot No. (6) :

C.T.S. Nos.1483, Final Plot No. 437, TPS-V

Area as per P.R. Cards - 205.520 square meters

Area as per Final Plots - =====

1. Prior to March 1952, one Mr. Gabriel Misquitta was entitled as the owner of the aforesaid Property. The said Gabriel Misquitta died intestate and his wife and Mrs. Natalie Misquitta also died intestate leaving behind (1) Ms. Rita Misquitta, daughter, (2) Dr. Francis Misquitta, son, (3) Mrs. Isabella Fernandes, daughter and (4) Ms Rose Mary Misquitta, daughter

as their heirs and legal representatives and next-of-kin as per the Indian Succession Act, 1925 by which they were governed at the time of their death;

2. Isabella Fernandes died intestate on or about 29th December, 1978 and her husband Mr. Austin Fernandes died intestate on or about 9th December, 1993, leaving behind two daughters viz., Mrs. Rita Austin Fernandes & Mrs. Anselma Austin Fernandes, as their heirs and legal representatives and next-of-kin as per the Indian Succession Act, 1925 by which they were governed at the time of their death;

3. Rose Mary Misquitta was a spinster and died intestate on or about 17th May, 1989. Rita Misquitta was a spinster and died testate on or about 2nd July, 1988 leaving behind her last Will & Testament dated and 7th May, 1988; under which she had bequeathed her undivided share, title and interest in the said Property in favour of Rita Fernandes & Anselma Fernandes in equal share.

4. Dr. Francis Misquitta and his widow Bertha Misquitta died intestate and issueless on or about 7th August, 1979 and 18th January, 2001, respectively. The said Bertha Misquitta, prior to her death, had executed a registered Indenture of Conveyance dated 17th August, 1996 referred above, in favour of Romell Real Estate Pvt. Ltd. Consequently, the entire rights of Bertha were duly transferred to Romell Real Estate Pvt. Ltd.

5. In the above circumstances, ultimately said Rita Fernandes & Anselma Fernandes became the co-owners of and otherwise sufficiently seized, possessed and entitled to the said Property.

6. By the aforesaid Indenture of Conveyance dated 15th March, 2008 duly registered with the Sub-Registrar of Assurance at Andheri-2 under registration serial number BDR-4/02276/2008 dated 17th March, 2008, made between Rita Fernandes & Anselma Fernandes, therein referred to as "the Vendors" of the One Part and M/s. Romell Real Estate Private Limited, therein referred to as "the Purchasers" of the "Other Part", the Vendors therein sold, transferred and conveyed in favour of the Purchaser therein, the said Property for the valuable consideration as set out therein.

Plot No. (7) :

C.T.S.Nos.1486,1486/1to1486/7, F.P.No.438,TPS-V

Area as per P.R. Cards - 379.00 square meters

Area as per Final Plots - 299.60 square meters



1. Prior to July 1994, one Victor Pereira was entitled as the absolute Owner of the land bearing S. No. 146, H. No. 10, C.T.S. Nos. 1486, 1486/1 to 1486/7 of Village Vile Parle (East) Taluka Andheri.

2. By a Deed of Conveyance dated 15th July 1994, (Regn. No. SRO-4490 of 1994) said Victor Diago Pereira conveyed, sold, granted and transferred the said Property, in favour of M/s Hira Constructions, upon the consideration mentioned therein.

3. By a Deed of Conveyance dated 01st August 2007, (Regn. No. BDR-4/5777 of 2007) said M/s Hira Constructions, conveyed, sold, granted and transferred the said Property, in favour of Romell Real Estate Private Limited, upon the terms and consideration mentioned therein.

Plot No. (8) :

C.T.S. No.1488, C.T.S. No.1487, F.P. No.435, TPS-V

Area as per P.R. Cards – 483.20 square meters

Area as per Final Plots – 268.90 square meters

1. Prior to 1953, one Mr. Philip Ellis Misquitta was the original owner of *inter alia* the several pieces and parcels of lands situated at village Vile Parle which include the property having new Survey No. 146-A, Hissa No. 9, corresponding C.T.S. No. 1488, and Survey No. 146-A, Hissa No. 12, corresponding C.T.S. Nos. 1487, 1487/1 to 1487/7, F. P. No.435, TPS-V of Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District. The said Philip Ellis Misquitta died at Mumbai on or about 01st July, 1940, leaving behind (1) Mrs. Luiza Madeline Misquitta (widow), (2) Mr. Jerome alias Zuran Phillips Misquitta, (3) Mr. Felix Phillip Misquitta, and (4) Mr. Lawrence Phillip Misquitta (sons), as his only heirs and legal representatives and next-of-kin.

2. A Deed of Partition dated 20th November 1953 was registered before the Sub-registrar of Assurances at Bandra bearing registration Serial Number 982 of 1953, executed between (a) Mrs. Luiza Madeline Misquitta, (b) Mr. Jerome alias Zuran Phillip Misquitta, (c) Mr. Felix Phillip Misquitta and (d) Mr. Lawrence Phillip Misquitta, whereby the said property was partitioned and allotted in favour of Mr. Lawrence Phillip Misquitta. Pursuant to the said Deed of Partition dated 20th November, 1953, the property mentioned above, (F. P. No.435, TPS-V) came to the share of Lawrence Phillip Misquitta, (the

predecessor-in-title of the said Mrs. Bernice Damaso Colaco alias Mary Louisa Bernice Colaco, being his daughter).

3. The said Lawrence Philip Misquitta died on or about 08th January, 1968 leaving behind, his widow Mrs. Monica Elizabeth Lawrence Misquitta and daughter Mrs. Bernice Damaso Colaco as his only heirs and legal representatives who became entitled to the said Property, as per the provisions of Indian Succession Act, 1925;

4. From a perusal of Death Certificate of Mrs. Monica Misquitta, who died on 18th January 2005 it is clear that Mrs. Bernice Colaco became the exclusive owner of the said property.

5. By an Indenture of Conveyance dated 23rd February 2023 duly registered with the Sub-Registrar of Assurance at Andheri-4 under registration serial number BDR-15/3141/2023, made between Mrs. Bernice Damaso Colaco alias Mary Louisa Bernice Colaco (alias Bernice Lawrence Misquitta, alias Bernice Colaco), therein referred to as "the Vendor" of the One Part and M/s. Romell Real Estate Private Limited, therein referred to as "the Purchaser" of the "Other Part", the Vendor therein sold, transferred and conveyed in favour of the Purchaser therein, the said Property for the valuable consideration as set out therein.

Plot No. (9) :

C.T.S. Nos.1489, F. P. No.486, TPS-V

Area as per P.R. Cards - 173.40 square meters

Area as per Final Plots - 231.00 square meters

1. Prior to July 1940, one Philip Elias Misquitta was entitled as Owner of the land bearing S.No.146-A, Hissa No.4 (part), and S. No.146-A, Hissa No.9 (part), corresponding CTS Nos. 1489, 1489/1 to 8, (now bearing Final Plot 436 of TPS - V) situated at Misquitta Street, Vileparle (East) Mumbai - 400 057, in the Registration Sub-District of Bandra, Mumbai Suburban.

2. By virtue of various registered documents and finally by the registered Deed of Gift dated 09th October 1956, the aforesaid property was ultimately owned by Mrs. Kannie Clara Jerome Misquitta, as reflected on the Property Cards. Said Kannie Clara Jerome Misquitta died at Mumbai on or about 28th February 1997. As an effect of the Certificate of Probate, issued by the Hon'ble Bombay High Court in Testamentary Petition No. 1004 of 1998 on 30th March, 1999, (1) Mr. Anselm Misquitta, (2) Miss Lorna Misquitta, (3) Mrs. Hyrill D'souza, (4) Mrs. Odeal D'souza, (5) Miss Jessie Misquitta and (6) Mrs.



Fatima Pereira, became the owners and well and sufficiently entitled to the aforesaid property.

3. By a Deed of Conveyance dated 14th July 2002, said (1) Mr. Anselm Misquitta, (2) Miss Lorna Misquitta, (3) Mrs. Hyrill D'souza, (4) Mrs. Odeal D'souza, (5) Miss Jessie Misquitta and (6) Mrs. Fatima Pereira, conveyed, sold, granted and transferred their respective undivided shares in the said Property, in favour of Romell Real Estate Pvt. Ltd. However the said Conveyance is not registered.

4. The recitals in the said Deed of Conveyance dated 14th July 2002 indicate as follows:-

i. One Philip Ellis Misquitta, the Owner, died on 01st July 1940, leaving behind him his widow, Louiza Misquitta, three sons - Jerome Misquitta, Felix Misquitta and Lawrence Misquitta. By virtue of an Indenture of Partition dated 20th November 1953, the said Property came to the ownership of Mr. Jerome Philip Misquitta. Said Mr. Jerome Misquitta, in turn gifted the said Property by a registered Deed of Gift dated 09th October 1956, in favour of his wife, Mrs. Kannie Clara Misquitta, who died on 28th February 1997. By virtue of Testamentary and Intestate Petition No. 1004 of 1998, the Probate was obtained declaring (1) Mr. Anselm Misquitta, (2) Miss Lorna Misquitta, (3) Mrs. Hyrill D'souza, (4) Mrs. Odeal D'souza, (5) Miss. Jessie Misquitta and (6) Mrs. Fatima Pereira, (the Vendors of the said Conveyance dated 14th July 2002), as the beneficiaries, co-owners of the aforesaid Property.

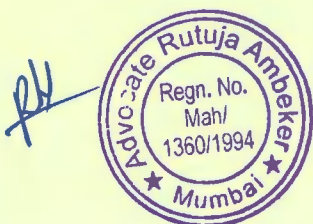
5. The said Vendors had also executed General Power of Attorney dated 14th July 2002, in favour of (i) Jude Romell, (ii) Domnic Romell and (iii) Romell Real Estate Private Limited, to do various acts and deeds in respect of the said Property, which included power to execute conveyance. The said Power of Attorney is notarized before Notary, Greater Bombay. Though this Power of attorney is not registered, it was not a power to admit execution but was a power to execute conveyance. Hence, as held by the Supreme Court in the case of Rajani Tandon V/S Dulal Ranjan Ghosh Dastidar & others, reported in (2009) 14 SCC 782, the said Power of Attorney was not required to be registered. Hence, though the instrument which is finally registered is the Deed of Confirmation dated 15th April 2011, registered at the Office of the Sub Registrar of Assurances at Andheri-3, under Serial No. BDR-9/3454 / 2011, ALONGWITH Deed of Conveyance dated 14th July 2002 and though this will not have the effect of registration of the Deed of Conveyance dated 14th July 2002, in my opinion the said Deed of Confirmation dated 15th April 2011, though styled as a Deed of

Confirmation, will really operate as a Conveyance executed in favour of Romell Real Estate Pvt. Ltd. as a registered instrument conveying title, who became the sole owner of the said property.

6. Since the aforesaid Deed of Confirmation dated 15th April 2011, was executed by Jude Romell being Attorney of the Owners, a Deed of Confirmation dated 18th May 2022 is executed by (1) (a) Mrs. Iris Misquitta, (b) Mr. Barry Philip Misquitta, (c) Mrs. Candida Ramona Misquitta, (d) Miss Debbie Misquitta, [Nos. 1 (a) to 1 (d) above being the heirs and legal representatives of late Anslem Misquitta, who is stated to have died intestate on 15.08.2007 and who was one of the co-vendors under the Indenture of Conveyance dated 14th July 2002, (2) Miss Lorna Misquitta, (3) Mrs. Hyrill D'souza, (4) Mrs. Patricia Odeal D'souza, (5) Miss Jessie Misquitta, and (6) Mrs. Fatima Noel Pereira (the Confirmers – being the heirs / Owners) AND Romell Real Estate Pvt. Ltd. (the Purchaser).

7. Vide this registered Deed of Confirmation dated 18th May 2022, the said Confirmers – being the heirs / Owners have confirmed and ratified earlier Deed of Conveyance dated 14th July 2002 and the registered Deed of Confirmation dated 15th April 2011. In my opinion, apart from the legal position that Deed of Confirmation dated 15th April 2011, referred in Sub Para (d) above will operate as a Conveyance, in any case the said Deed of Confirmation dated 18th May 2022, will operate as a Conveyance executed in favour of Romell Real Estate Pvt. Ltd. as a registered instrument conveying title, who became the sole owner of the said property.

8. All the property cards, which are the subject matter of this Title Opinion/ Report, are shown to be having C-tenure, the properties bearing CTS Nos. 1489, 1489/1 to 8, Final Plot 436 of TPS – V, and the name of Romell Real Estate Pvt. Ltd. is shown as the Holders. From the discussion hereinabove, it is clear that the said property, bearing CTS Nos. 1489, 1489/1 to 8, Final Plot 436 of TPS – V, originally owned by Philip Elias Misquitta, was ultimately devolved unto (1) Mr. Anselm Misquitta, (2) Miss Lorna Misquitta, (3) Mrs. Hyrill D'souza, (4) Mrs. Odeal D'souza, (5) Miss Jessie Misquitta and (6) Mrs. Fatima Pereira and in turn, the said (1) Mr. Anselm Misquitta, (2) Miss Lorna Misquitta, (3) Mrs. Hyrill D'souza, (4) Mrs. Odeal D'souza, (5) Miss Jessie Misquitta and (6) Mrs. Fatima Pereira, conveyed their respective shares in the said property to Romell Real Estate Pvt. Ltd. by Deed of Conveyance dated 14th July 2002. In view of this M/s. Romell Real Estate Pvt. Ltd. has got a valid title to the said Property.



A. Litigations :

Plot No. (4) Final Plot No. 172, TPS - II, CTS No.1480 & 1480/1

- (i) City Civil Suit No. 5708 of 2024, Mr. Bharat K. Shah, Plaintiff V/S Romell Real Estate Pvt. Ltd , Defendant,
- (ii) City Civil Suit No. 5814 of 2024, Mr. Mukesh K. Shah, Plaintiff V/S Romell Real Estate Pvt. Ltd, Defendant,

It is informed by Romell Real Estate Pvt. Ltd., the Owner / Promoter that both the above suits are filed by two tenants, who were occupying their respective residential premises, in the old building known as 'Chetan Kunj', which was in dilapidated conditions and demolished by BMC by giving notice u/s 354 of MMC Act, 1888. It is informed by Romell Real Estate Pvt. Ltd., that separate agreements are already executed and registered with the said two tenants and Owner / Promoter has agreed to provide permanent alternate accommodation in the new building to be constructed to the said two tenants. The aforesaid litigations are not challenging the title of the Owner / Promoter. Till date no any order is passed in the said Suits. Even in the event of passing any adverse order, there won't be any adverse effect on the title of the Owner / Promoter.

As on today there are no litigations on Plot Nos.1,2,3,5,6,7,8 and 9 affecting the title of the said Property.

B. From the various Search Reports obtained from time to time, till December 2024 in respect of all the (9) plots, with respect to the said Property, there are no remarks found affecting the said Property in the Register maintained for the purpose under the Indian Registration Act, 1908. Further, I am informed by Adv. Rupali Modi that she has not received any objection in response to the public notices, published in daily newspapers referred hereinabove.

C. In view of the aforesaid discussions and analysis, I have therefore no hesitation to opine that the title of Romell Real Estate Pvt. Ltd., being the Owner / Developer / Promoter, to the aforesaid lands described in the beginning of this Title Report, being the NINE (9) PLOTS, bearing **Plot No. (1)** C.T.S. Nos.1474, 1475, F.P.No.442, TPS-V, 1484, F.P.No.430, TPS-V 1485, F.P.No.437, TPS-V, **Plot No. (2)** C.T.S. No. 1476, F.P.No.440, TPS-V, **Plot No. (3)** C.T.S. No. 1479, F.P.No.171, TPS-II, **Plot No. (4)** C.T.S. No. 1480, F.P.No.172, TPS-II, **Plot No. (5)** C.T.S. No. 1482, F.P.No.439, TPS-V, **Plot No. (6)** C.T.S. No. 1483,

F.P.No.437, TPS-V, **Plot No. (7)** C.T.S. No. 1486, F.P.No.438, TPS-V, **Plot No. (8)** C.T.S. No. 1487, 1488, F.P.No.435, TPS-V, **Plot No. (9)** C.T.S. No. 1489, F.P.No.436, TPS-V of Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, having aggregate total area is 3,155.02 as per Property Cards *(the Said Property)* is clear, unencumbered and marketable.

Yours Sincerely,



(Rutuja Ambekar)

Advocate