

SOMNATH B. KARPE

Advocate

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TITLE REPORT

To,
M/s. Alcon Construction (Goa) Private Ltd
Office at Sukerkar Mansion
1st Floor, M .G Road
Panjim, Goa.

Sir,

Subject: Title Report in respect to Plot No. 84 admeasuring approximately 951 sq.mtrs and Plot No. 85 admeasuring approximately 744 sq.mtrs, forming part of the larger property known as "SANQUADDY" and "MADIACHEM BAGA" surveyed in the records of rights of the Village Panchayat of Arpora - Nagoa under Survey No. 155/1, situated at Arpora – Nagoa, Taluka and Registration Sub District of Bardez of North Goa District.



I. DESCRIPTION OF THE PROPERTY :

All that part and parcel of the plot Plot No. 84, admeasuring approximately 951 sq.mtrs **AND** Plot No. 85, admeasuring approximately 744 sq. mtrs, forming part of the larger property known as **"SANQUADDY" and "MADIACHEM BAGA"** comprised of coconut groves and other trees and mundkarial houses, surveyed in the records of rights of the Village Panchayat of Arpora - Nagoa under Survey No. 155/1, situated at Arpora - Nagoa, Taluka and Registration Sub District of Bardez of North Goa District described in the Conservatoria do Registo Predial de Comarca of Bardez under No. 6712 at folio 29 of Book B-18 New and enrolled in Revenue Office under Matriz No. 1374, surveyed under Old Cadastral Survey No. 749 of Village of Arpora and New Survey No. 155/1 and 154/5 of Village Arpora, totally admeasuring 1,15,160 sq.mtrs.

The larger property admeasuring 1,15,160 sq.mtrs surveyed under Survey No. 155/1 and 154/5 of Village Arpora is bounded as under:

East: By the property bearing Survey No. 157 and river of salty water;

West: By the hill property of the heirs of Eusebio Mariano Lourenco de Mariano Lourenco de Goes from Parra, Fr. Eufemiano de Souza and Joao de Souza from Calangute.

North: By the coconut grove Sannuaddy of Fernando Ubaldino Silveira bearing Survey No. 156 and hill of Commundiade of Anjuna and

South: By Saltpans Longaquecho Agor of Caetano Diogenes Mascarenhas bearing Survey No. 151.



The Plot No. 84 admeasuring 951 sq.mtrs surveyed under Survey No. 155/1 of Village Arpora-Nagoa is bounded as under

EAST : By Plot No. 85 of the Colony;

WEST : By Plot No. 82 of the Colony;

NORTH : By 8.00 metres wide road of the colony and

SOUTH : By 8.00 metres wide road of the colony.

The Plot No. 85 admeasuring 744 sq.mtrs surveyed under Survey No. 155/1 is bounded as under

EAST : By Plot No. 86 of the Colony;

WEST : By Plot No. 84 of the Colony;

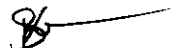
NORTH : By 8.00 metres wide road of the colony and

SOUTH : By 8.00 metres wide road of the colony

II. DESCRIPTION OF DOCUMENTS :

I have examined the following documents (Xerox) which are valid as per the prevalling laws:

- i) Deed of Sale, Discharge, Acknowledgement, Transaction and Debt dated 06/03/1896.
- ii) Deed of Sale dated 13/03/1896.
- iii) Deed of Gift, Declaration and Renouncement of Usufruct dated 12/07/1937.
- iv) Deed of Sale and Acquittance dated 30/11/1942.



- v) Certificate of Inscription bearing No. 38420
- vi) Deed of Gift dated 16/07/1956
- vii) Deed of Sale dated 24/07/1963
- viii) Inventory Proceedings bearing no.57/83
- ix) Inventory Court by Order dated 15/07/1996
- x) Order dated 10/10/1996.
- xi) by Order dated 18/12/1998, passed by Civil Judge Senior Division, Panaj
- xii) Order dated 23/07/2001 passed by Hon'ble Supreme Court
- xiii) Deed of Development Agreement dated 21/07/2004,
- xiv) Deed of Patnership dated 26/02/1997
- xv) Form I and XIV
- xvi) Survey Plan
- xvii) Deed of Transfer dated 01/02/2012
- xviii) Deed of Sale dated 30/08/2022 (Plot 84)
- xix) Deed of Sale dated 30/08/2022 (Plot 85)

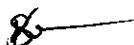
III. FLOW OF TITLE

- A. There exists a larger property known as **"SANQUADDY"** and **"MADIACHEM BAGA"** comprised of coconut groves and other trees and mundkarial houses, surveyed in the records of rights of the Village Panchayat of Arpora-Nagoa under Survey No. 155/1 and 154/5 of Village Arpora, and surveyed under Old Cadastral Survey No. 749 of Village of Arpora - Nagoa, Taluka and Registration Sub District of Bardez of North Goa District described in the Conservatoria do Registo Predial de Comarca of Bardez under No. 6712 at folio 29 of Book B-18 New and enrolled in Revenue Office under Matriz No. 1374, totally



admeasuring 1,15,160 sq.mtrs, shall hereinafter be referred to as to as the **"Said Larger Property"**.

- B. The SAID LARGER PROPERTY was originally owned and possessed by Mrs. Emiliana Pinto, widow of Placido Antonio Monteiro, Jose Joao Monteiro and his wife Maria Clotildes da Costa Monteiro and Gustavo Tiburcio Valerio Monteiro and his wife Maria Esmeralda Christalina Pinto e Monteiro. That by virtue of Deed of Sale, Discharge, Acknowledgement, Transaction and Debt dated 06/03/1896, the said larger property was sold to Mr. Joaquim Antonio Gonsalves and his wife Mrs. Theodolinda Esmeralda Julia Nunes by the above referred owners.
- C. That upon acquiring right to the said property by Deed of Sale dated 13/03/1896, said Joaquim Antonio Gonsalves and his wife Mrs. Theodolinda Esmeralda Julia Nunes sold the Said Property to one Mr. Caetano Benedito Mascarenhas.
- D. That by a Deed of Gift, Declaration and Renouncement of Usufruct dated 12/07/1937, said Mr. Caetano Benedito Mascarenhas and his wife Mr. Ana Eulaila Adelimina Leonor Afonso Mascarenhas gifted the Said Property to their son namely Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife Mrs. Ana Maria Palmira de Gouveia Pinto Mascarenhas.
- E. That vide said Deed of Gift, said Mr. Caetano Benedito Mascarenhas and his wife Mr. Ana Eulaila Adelimina Leonor Afonso Mascarenhas reserved usufruct of the Said Property unto their then spinster daughters, Ana Eugenia Elvira Carmina



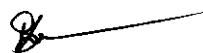
Ludomila Mascarenhas and Maria Julia Adelmina Mascarenhas until the respective daughters continued spinsters.

- F. That by Deed of Sale and Acquittance dated 30/11/1942, said Maria Julia Adelmina Mascarenhas sold the usufruct to the Said Property for a consideration to her brother Dr. Antonio Constancio de Expectacao Bras Mascarenhas.
- G. That said Ana Eugenia Elvira Carmina Ludomila Mascarenhas got married and upon her marriage, said usufruct reserved for her by virtue of said Deed of Gift, Declaration and Renouncement of Usufruct dated 12/07/1937 got extinguished.
- H. That upon acquiring right to the Said Property, the said property came to be inscribed under No. 38420 at page 30 of Book B-42 in the name of Dr. Antonio Constancio de Expectacao Bras Mascarenhas.
- I. That said Dr. Antonio Constancio de Expectacao Bras Mascarenhas was married to Mrs. Ana Maria Palmira de Gouveia Pinto Mascarenhas under the regime of communion of assets.
- J. That by Deed of Gift dated 16/07/1956, recorded in the books of Vinayak Singbal, Temporary Notary Public, in the Judicial Division of Ilhas, Panaji and registered in his Books at Book No. 491 at folio 14 to 23 overleaf, said Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife Mrs. Ana Maria Palmira de Gouveia Pinto Mascarenhas with the intervention of all the heirs of said Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife Mrs. Ana Maria Palmira de Gouveia



Pinto Mascarenhas namely Mrs. Fernanda Yvonne de Gouveia Pinto Mascarenhas and her husband Mr. Edmundo Sequeira, Mr. Mario Antonio Domingos Caetano de Gouveia Pinto Mascarenhas, Mr. Maria Helena de Gouveia Pinto Mascarenhas and her husband Mrs. Luis Antonio de Alvares e Brito, Mr. Alberto Francisco de Gouveia Pinto Mascarenhas, Mr. Fernando Jose de Gouveia Pinto Mascarenhas gifted the Said Property to Dr. Armando Joao Benedito Mascarenhas.

- K. That by a Deed of Sale dated 24/07/1963, executed before the Notary Public Mr. Antonio Orlando Lobo, recorded in his book at **Book No. 561 at pages 39 to 41 overleaf, said Dr. Armando Joao Benedito Mascarenhas** sold the Said Property to his brother namely Dr. Fernando Jose de Gouveia Pinto Mascarenhas.
- L. Upon the death of said Ana Maria Palmira de Gouveia Pinto Mascarenhas, an Inventory Proceedings were instituted as appended to the Inventory Proceedings, which were proceeded on the death of the said Dr. Antonio Constancio de Expectacao Bras Mascarenhas, namely Inventory Proceedings bearing No.57/83
- M. In the said Inventory Proceedings, one of the heirs of late Dr. Antonio Constancio de Expectacao Bras and the said Ana Maria Palmira de Gouveia Pinto Mascarenhas, namely Mario Antonio Mascarenhas sought to list the said larger property as one of the assets, of deceased Ana Maria Palmira de Gouveia Pinto Mascarenhas and late Dr. Antonio Constancio de Expectacao Bras Mascarenhas.




- N. In the said Inventory Proceedings, an application for interim injunction was moved seeking to restrain the said late Dr. Armando Joao Benedito Mascarenhas and Dr. Fernando Jose de Gouveia Pinto Mascarenhas, inter alia from alienating and or transferring and or disposing off the assets inherited by the said Dr. Armando Joao Benedito Mascarenhas and Dr. Fernando Jose de Gouveia Pinto Mascarenhas pursuant to the said Deed of Gift dated 16/07/1956. The application for injunction was dismissed by the Inventory Court by Order dated 15/07/1996.
- O. That said Mr. Mario Antonio Mascarenhas filed an appeal against the said order before the Hon'ble High Court of Bombay and Goa at Panaji namely Appeal from Order No. 59/96. The said Appeal was rejected by Order dated 10/10/1996.
- P. Subsequently by an application dated 31/07/1997, the said Mr. Mario Antonio Mascarenhas made another application, again seeking Injunction, restraining the said late Dr. Armando Joao Benedito Mascarenhas and Dr. Fernando Jose de Gouveia Pinto Mascarenhas from disposing and or transferring all the immovable assets acquired by them, pursuant to the said Deed dated 16/07/1956. The said application also was rejected by the Civil Judge Senior Division, Panaji by Order dated 18/12/1998, reply to the said application it was disclosed by the said Dr. Fernando Jose de Gouveia Pinto Mascarenhas that he had entered into an agreement with M/s. Aakash Land Contracts Pvt. Ltd., for development/sale of the Said Property.
- Q. That said Mr. Mario Antonio Mascarenhas filed an Appeal against the said order before the Hon'ble High Court. By Order dated



09/03/2001, the said Appeal was dismissed on the following findings, inter alia rendered by the Hon'ble High Court, (i) that the Gift Deed has been accepted by the parties, (ii) that the properties were partitioned and accordingly everybody acted under the gift and had exercised their rights in respect of their properties, which had come to their share, (iii) that after a lapse of many years, said Maria Antonio Mascarenhas could not be permitted to have recourse to Article 2098 of the Portuguese Civil Code, by placing reliance on the Judgment of the Supreme Court of Lisbon dated 08/03/1949, where it has been inter alia held that in a valid gift of all the assets, the following ingredients of para 6 of Article 2107 of the Civil Code should be found for an authentic document to which it refers to have validity and full efficiency, (a) 1st participation of all the interested parties, (b) fixation of value of gifted properties and (c) fixation of shares to which each of the interested parties was entitled, the Learned Judge of the Hon'ble High Court, inter alia held that on the perusal of the Gift Deed dated 16/07/1956, indicated that all the interested parties had participated that the value of gifted properties was fixed and the shares of each of the interested parties was also fixed and hence it was inter alia held by the learned judge that he was not in a position to accept the contention on behalf of the said Maria Antonio Mascarenhas, that the Gift Deed was not exempted from collation under Article 2098, and inter alia on this ground he dismissed the appeal.

- R. The main claim of the said Mr. Mario Antonio Mascarenhas in the Inventory Proceedings, seeking to list the properties was that the said Gift Deed dated 16/07/1956 was the subject to collation under Article 2098.



- S. Against this Judgment dated 09/03/2001, rendered in appeal from Order No. 17/99, the said Mr. Mario Antonio Mascarenhas preferred a Special Leave Petition to the Hon'ble Supreme Court, which also was rejected by Order dated 23/07/2001. Though the findings rendered by the Hon'ble High Court are on, an interim application where the said findings which have been in terms confirmed by the Hon'ble Supreme Court on rejecting the Special leave Petition are findings rendered on a question of law adjudicating the claim of the said Mario where he sought restraint against the said Dr. Armando Joao Benedito Mascarenhas and Dr. Fernando Jose de Gouveia Pinto Mascarenhas from transferring and/or alienating inter alia the said property pending the disposal of Inventory Proceedings.
- T. As a matter of fact the said Inventory Proceedings got concluded pursuant to the final judgement dated 18/4/2017, by virtue of which the Chart of Partition came to be confirmed. In the said Chart of Partition it came to be recorded that the consent terms, have been filed by the parties to the Inventory Proceedings, whereby the parties acknowledged and admitted that the immovable property which is the subject matter of Gift Deed dated 16/07/1956, shall not be part of list of assets and that the said items which were gifted by virtue of Gift Deed dated 16/07/1956, shall be assets of respective Donee. Considering the said terms filed between the parties which have been duly recorded in the final chart of partition which culminated into Order dated 18/4/2017, the right of the Donee under the said Deed of Gift dated 16/07/1956, got crystalised without any further issues on title of Dr. Armando Joao Benedito



Mascarenhas, as such the title of Dr. Armando Joao Benedito Mascarenhas got perfected, by virtue of which the gift executed in favour of Dr. Armando Joao Benedito Mascarenhas achieved finality and consequently the title derived by Dr. Fernando Jose de Gouveia Pinto Mascarenhas from his brother Armando Joao Benedito Mascarenhas also attain finality without there being any being any further issue raised on the title and on the validity of the gift which has been put to rest in the said Inventory Proceedings.

- U. In the survey records, in Form I & XIV, the said Dr. Fernando Jose de Gouveia Pinto Mascarenhas is shown as occupant of the said property and the persons listed at Annexure I are shown as Mundcars of the property in the Other Rights Columns.
- V. The said Dr. Fernando Jose de Gouveia Pinto Mascarenhas and his wife Mrs. Serena Mascarenhas formed a Partnership Firm known as "Baga Properties", registered under the Partnership Act with the Registrar of Firms under No. 34, dated 26/02/1997 and brought in as an asset of the firm the said property.
- W. By an Agreement dated 21/07/2004, the said Partnership Firm, Baga Properties entrusted development of the said property to M/s. Alcon Hotels (Goa) Pvt. Ltd., on terms and conditions stipulated in the said agreement and in the said agreement it was recorded that the claims of the persons shown in the Other Rights Columns, as having houses in the said property have been settled by Deeds of Transfer of land effected in their favour.



X. On pursuant to the said Agreement dated 21/07/2004, said M/s. Alcon Hotels (Goa) Pvt. Ltd., obtained following permissions for proposed sub division of land namely :-

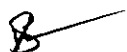
- a) Order dated 19/11/2004 bring Ref. No. MPDA/D/ARP/778/6282/04 issued by the Mapusa Planning and Development Authority, Mapusa, Goa.
- b) Order dated 05/01/2005 bring Ref. No. MPDA/D/ARP/965/7185/04 issued by the Mapusa Planning and Development Authority, Mapusa, Goa.
- c) Provisional NOC dated 24/02/2005 under Ref. No. VP/AN/Const/04-05/468 issued by the Village Panchayat of Arpora-Nagoa.
- d) Provisional NOC dated 01/03/2005 under Ref. No. VP/AN/Const/04-05/473/32 issued by the Village Panchayat of Arpora-Nagoa.
- e) Sanad dated 14/06/2006 under Ref. No. RB/CNV/BAR/103/2005 issued by the Office of Collector, North Goa District.

Y. That upon obtaining permissions and or licenses from the competent authorities, M/s. Alcon Hotels (Goa) Pvt. Ltd., have completed the development of the said property in the name and style of "DR. CONSTANCIO MASCARENHAS RIVERVIEW" and have obtained the Final N.O.C. from the following competent authorities namely :-

- a) Final NOC/Order dated 10/12/2007 under Ref. No. DB/21101/07/2571 issued by the Mapusa Town and Country Planning Department.



- b) Final NOC/Order dated 17/06/2008 under Ref. No. DB/21101/08/1793 issued by the Mapusa Town and Country Planning Department.
 - c) Final NOC/Order dated 23/10/2008 under Ref. No. DB/20212/08/2978 issued by the Mapusa Town and Country Planning Department.
 - d) Final NOC dated 13/05/2008 under Ref. No. VP/A-N/Const/2008-09/166/6 issued by the Village Panchayat of Arpora-Nagoa.
 - e) Letter dated 17/06/2008 under Ref. No. VP/A-N/Const/08-09/249 issued by the Village Panchayat of Arpora-Nagoa.
 - f) Letter dated 08/12/2008 under Ref. No. VP/A-N/Const/08-09/654/29 issued by the Village Panchayat of Arpora-Nagoa.
- Z. That by a Deed of Transfer dated 01/02/2012, registered before the Sub Registrar of Bardez under Registration No. BRZ-BK1-00699-2012, CD No. BRZD284 on 13/02/2012, said Baga Properties sold and or transferred Said Property to M/s. Alcon Hotels (Goa) Pvt. Ltd.
- AA. That by virtue of said Deed of Transfer dated 01/02/2012, said M/s. Alcon Hotels (Goa) Pvt. Ltd., became the absolute owners in respect of the Said Property.
- BB. That upon purchase of the said property, a mutation came to be effected in respect of the said property and the name of M/s. Alcon Hotels (Goa) Pvt. Ltd., is found recorded in the occupant's



column in respect of the said property bearing Survey No. 155/1 of the Village of Arpora.

- CC. That M/s. Alcon Hotels (Goa) Pvt. Ltd divided the Said Property into plots and that vide Deed of Sale dated 30/08/2022, registered before the Sub Registrar of Bardez under Registration No. BRZ-1-3925-2022, Book No. 1, on- 13/09/2022, M/s. Alcon Hotels (Goa) Pvt. Ltd sold Plot No 84 to M/s. Alcon Constructions (Goa) Pvt. Ltd.
- DD. That vide Deed of Sale dated 30/08/2022, registered before the Sub Registrar of Bardez under Registration No. BRZ-1-3924-2022, Book No. 1 on 13/09/2022, M/s. Alcon Hotels (Goa) Pvt. Ltd sold Plot No 85 to M/s. Alcon Constructions (Goa) Pvt. Ltd.
- EE. That upon purchase of the said plots namely Plot 84 and Plot 85 M/s. Alcon Constructions (Goa) Pvt. Ltd. acquired absolute ownership to the said plots.

IV. **OPINION**

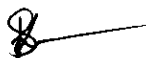
Considering the documents referred to above, I confirm that said M/s. Alcon Constructions (Goa) Pvt. Ltd., acquired absolute right, title and interest in respect of (i) Plot No.84 admeasuring approximately 951 sq.mtrs **AND** (ii) Plot No.85 admeasuring approximately 744 sq.mtrs forming part of the larger property known as **"SANQUADDY" and "MADIACHEM BAGA"** comprised of coconut groves and other trees and mundkarial houses, surveyed in the records of rights of the Village Panchayat of Arpora



Nagoa under Survey No. 155/1, situated at Arpora -Nagoa, Taluka and Registration Sub District of Bardez of North Goa District described in the Conservatoria do Registo Predial de Comarca of Bardez under No. 6712 at folio 29 of Book B-18 New and enrolled in Revenue Office under Matriz No. 1374, surveyed under Old Cadastral Survey No. 749 of Village of Arpora and New Survey No. 155/1 and 154/5 of Village Arpora, totally admeasuring 1,15,160 sq.mtrs, by virtue of a Deed of Sale dated 30/08/2022, registered before the Sub Registrar of Bardez under Registration No. BRZ-1-3924-2022, Book No. 1 on 13/09/2022 and Deed of Sale dated 30/08/2022, registered before the Sub Registrar of Bardez under Registration No. BRZ-1-3925-2022, Book No. 1, on 13/09/2022, subject to what is stated above and subject to producing latest Nil Encumbrance Certificate from the Office of Sub Registrar of Bardez.

GENERAL QUALIFICATIONS AND ASSUMPTIONS

- i. This report on title is prepared solely on the basis of documents furnished to me particularly documents referred to above.
- ii. For the purpose of issuing this report on title, I have assumed:
 - a) The legal capacity of all natural persons, the genuineness of all signatures, the conformity to original documents of all documents of title submitted to me, as photocopies or scanned copies and the authenticity of the originals of such documents.



- b) That the documents of title set out in the report above have not been modified in any manner and are valid, subsisting and remain in force.
- c) That all the documents relating to the said Plot No. 84 admeasuring approximately 951 sq.mtrs and Plot No. 85 admeasuring approximately 744 sq.mtrs being and furnished to me have been validly executed and delivered by the parties to them.
- d) That all documents are within the capacity and powers of each party and have been validly authorized by each party.
- iii. This report is issued to M/s. Alcon Constructions (Goa) Pvt. Ltd., and the same is not transferrable.
- iv. This report on title is confined to the said property only.

Place: Panaji-Goa.

Date: 28/09/2022



ADV. SOMNATH B. KARPE

SOMNATH B. KARPE
ADVOCATE

Off. No. 4, 5th Floor, Bhanav Appa
Neer Mahalaxmi Temple
Panaji - Goa 403001