

Date: 20/01/2025

OPINION OF TITLE

ALCON CONSTRUCTIONS (GOA) PVT. LTD., having Office at 1st Floor, Sukerkar Mansion, M. G. Road, Panaji-Goa, has referred to me the property documents, to verify the title, in respect of All that part and parcel of land admeasuring 4530 sq. mts., carved out of an area admeasuring 9064.00 sq. mts., forming part and parcel of the property known as "VARCONDEM", totally admeasuring 29,900.00 sq.mts, Surveyed under Survey No. 32 sub-division 0 of Ponda.

DESCRIPTION OF THE PROPERTY UNDER SCRUTINY :

ALL that part and parcel of land admeasuring 4530sqmts, carved out of an area admeasuring 9064.00 sq. mts., forming part and parcel of the property known as "**VARCONDEM**", totally admeasuring 29,900.00 sq. mts, Surveyed under Survey No. 32 sub-division 0 of Ponda, within the jurisdiction of Ponda Municipal Council, Ponda, Taluka Ponda, Sub-District of Ponda of Registration District of North Goa, Described in Land Registration Office under No. 503 at page 176 of Book B-7 Old, recorded in the Taluka Revenue office of Ponda under Matriz numbers 444, 445, 467 and 468.

The Said land admeasuring 4,530 sq. mts., hereinafter called as 'Said Plot' more particularly described in Schedule III herein under written and bounded as follows:

North: By Municipal road leading to "Varkhand"
South: By Nallah



East: By small water drain
West: By remaining part of Survey No. 32 sub-division
0 of Ponda, admeasuring 2814.00 square
metres and 1720.00 square metres.

The Said land admeasuring 9,064 square meters is
bounded as follows:

North: By Municipal road leading to "Varkhand"
South: By Nallah
East: By small water drain and
West: By Ponda-Panaji-Road.

DOCUMENTS VERIFIED

The following documents have been placed before me for
verification of title:-

1. Photocopy of Civil letter of auction, Record and
Proceedings of Auction 1916.(English Translation)
2. Photocopy of Deed of Absolute Sale and Quittance
dated 23/08/1916. .(English Translation).
3. Photocopy of Certificate of Inscription bearing
No.9331.
4. Photocopy of Certificate of Description bearing
No.8124.
5. Photocopy of Matriz Certificate bearing No.109.
6. Photocopy of Form III.



7. Photocopy of Manual Form I and XIV of Survey No.32/0 of Village Ponda.
8. Photocopy of Will dated 11/07/1966.
9. Photocopy of Deed of Release 17/09/1971.
10. Photocopy of Deed of Succession dated 02/06/1972.
11. Photocopy of Agreement dated 31st March, 1992.
12. Photocopy of Agreements dated 19th April, 1992 (3 in Nos).
13. Photocopy of Award 14/05/1993.
14. Photocopy of Will dated 06/02/1996.
15. Photocopy of Government Notification dated 20/09/2002 under No. 22/179/91-RO issued by Under Secretary, Government of Goa.
16. Photocopy of Agreement dated 13/04/2002, executed between Ramabai Shridhar Ramchandra Naique Gaunekar, Laxmibai Soiru Ramchandra Naique Gaunekar, Ramchandra Soiru Naique Gaunekar, Prasad Soiru Naique Gaunekar, Smt. Rajashree Harish Dalvi married to Harish Manohar Dalvi and Alcon Constructions (Goa) Pvt. Ltd before Notary Ulhas B. Pai Raikar under registered No.6107/2002 on 13/04/2002.



17. Photocopy of Deed of Surrender dated 15/04/2005 duly executed before Sub-Registrar of Ponda under Registered No.796 at pages 146 to 156 in Book I, Volume No.829 on 12/05/2005.
18. Photocopy of Deed of Surrender dated 03/08/2010, duly executed before Sub-Registrar of Ponda under Registered No.1676/10 at pages 01 to 32 in Book I, Volume No.1676 on 19/08/2010.
19. Photocopy of Deed of Surrender dated 09/12/2010, duly executed before Sub-Registrar of Ponda under Registered No.2706 at pages 205 to 235 in Book I, Volume No.1750 on 28/12/2010.
20. Photocopy of Deed of Surrender dated 20/01/2011, duly executed before Sub-Registrar of Ponda under Registered No.263 at pages 198 to 212 in Book I, Volume No.1778 on 08/02/2011.
21. Photocopy of Agreement dated 20/10/2010 executed between Alcon Constructions (Goa) Pvt. Ltd and Mr. Ramkrishna Laxman Sawant before Notary Subhash P. Sawant, under registered No.6052/10 on 20/10/2010.
22. Photocopy of Addendum dated 09/04/2012, to the Agreement dated 20/10/2010.
23. Photocopy of Death Certificate Manoharrao Deshpande dated 02/10/1960.



24. Photocopy of Death Certificate Krishnaji alias Gurunathrao Vaikunthrao Deshpande dated 26/09/1995.
25. Photocopy of Death Certificate Ramendra Vishrama Sinai Khandeparkar dated 31/12/1995.
26. Photocopy of Deed of Sale dated 26/07/2012 executed between Ramabai Shridhar Ramchandra Naique Gaunekar, Laxmibai Soiru Ramchandra Naique Gaunekar, Ramchandra Soiru Naique Gaunekar, Prasad Soiru Naique Gaunekar, Smt. Rajashree Harish Dalvi married to Harish Manohar Dalvi and Alcon Constructions (Goa) Pvt. Ltd, before the Sub Registrar of Ponda under Registered No.2007/12 at pages 193 to 228 in Book No.I, Volume No.2149 on 10/10/2012.
27. Photocopy of Development Permission dated 18/11/2024 under Ref. No.SGPDA/P/2218/191/24-25 issued by South Goa Planning and Development Authority, Margao-Goa.
28. Photocopy of Form I and XIV of Village Ponda Survey No.32/0.
29. Photocopy of Conversion Sanad dated 30/10/2014 under No. RB/CNV/PON/COLL/50/2004 issued by Office of the District Collector, North Goa, Panaji.
30. Photocopy of Approved Plan of Construction.
31. Photocopy of Survey plan.



32. Nil Encumbrance Certificate dated 27/11/2024 under No.NEC/11/2024/1281 issued by Sub-Registrar of Ponda, Goa.

FLOW OF THE PROPERTY

There exist a property known as "**VARCONDEM**", admeasuring 29,900.00 square meters, described in Land Registration Office of Ilhas under number 503 at page 176 of book B-7 Old, and inscribed in Matriz Predial under numbers 444, 445, 467 and 468, presently surveyed under Survey No. 32 Sub-Division No. 0 of Ponda situated at Queula, Ponda Taluka, Goa, shall hereinafter referred to as **SAID LARGER PROPERTY**.

1. The document of auction proceedings of 1916 reveals that the Said larger Property originally belonged to one Latif Bay, resident of Nova Goa.
2. That the said document further reveals that said Latif Bay had mortgaged the said Larger Property to one Fransisco Xavier Gomes. After the death of Latif Bay, said Fransisco Xavier Gomes, initiated Civil proceedings of recovery of mortgage against the widow of Latif bay namely Fatu or Fatima Bi and her children namely (i) Casimo (ii) Abdul and (iii) Isufali Verodino (Widower) and his minor daughter Agma or Assumat bay, in the court of Judicial Division Ilhas Goa.



3. That in the year 17/02/1912, an attachment and real seizure of the Said Larger property, was initiated and upon perusal of Record of Auction proceedings, it is evident that the Said Larger Property, was put to auction and one Ramchandra Shridhar Naique Gaunekar, being highest bidder the Said Larger Property was awarded to him and handed over by a deed of handing over possession dated 29/04/1916.
4. That pursuant to the allotment in auction, said Ramchandra Shridhar Naique Gaunekar, acquired absolute right and ownership the Said Larger Property and the Said Larger Property came to be inscribed in the name of said Ramchandra Shridhar Naique Gaunekar under inscription number 9331, in the land Registration office.
5. That said Ramchandra Shridhar Naique Gaunekar was married to one Sitabai Ramchandra Naique Gaunekar, under the regimes of communion of assets as such both acquired right to the Said Larger Property as co-owners.
6. That said Ramchandra Shridhar Naique Gaunekar with consent of his wife Sitabai Ramchandra Naique Gaunekar, executed a Will dated 11/07/1966, recorded in the books of Assistant Notary of Ponda, Shri. Sadassiva Sinai Colvalkar, at pages Twenty overleaf (20v) onwards of Book 14 and 15, and pages Four overleaf (4v) onwards of Book 15 respectively, by



virtue of which, the said Ramchandra Shridhar Naique Gaunekar, bequeathed his undivided share in the said larger property in favour of his two sons, namely Shridhar Ramchandra Naique Gaunekar and Soiru Ramchandra Naique Gaunekar.

7. That said Ramchandra Shridhar Naique Gaunekar expired on 01/08/1971, leaving behind his wife namely Sitabai Ramchandra Naique Gaunekaras his widow and moiety holder and as his sole and universal heirs following children namely;

(a) Shri Sridora Ramchandra Naique Gaunekar married to Smt. Ramabai Sridora Naique Gaunekar.

(b) Shri. Soiru Ramchandra Naique Gaunekar married to Laxmibai Soiru Naique.

(c) Smt. Champabai alias Ushabai widow of Manoharrao Shamrao Deshpande.

(d) Smt. Lilabai alias Shobhanabai married to Krishnaji alias Gurunathrao Vaikunthrao Deshpande.

(e) Smt. Calabai alias Casturabai alias Kasturbai married to Dinanath Shambhu Dalvi.

(f) Smt. Sumitrabai alias Mirabai married to Ramendra Vishrama Sinai Khandeparkar.



8. Upon the death of Ramchandra Shridhar Naique Gaunekar the legal heirs executed Deed of Succession dated 02/06/1972 in the Office of the Notary Ex-Officio Ponda.

9. After the death of said Ramchandra Shridhar Naique Gaunekar, by his daughters namely said (i) Smt. Champabai alias Ushabai Manoharao Deshpande, widow of Manoharao Shamrao Deshpande; (ii) Smt. Lilabai alias Shobhanabai Krishnaji alias Gurunathrao Deshpande and her husband, Shri. Krishnaji alias Gurunathrao Vaikunthrao Deshpande; (iii) Smt. Calabai alias Casturabai alias Kasturbai Dinanath Dalvi and her husband, Shri. Dinanath Shambhu Dalvi, (iv) Smt. Sumitrabai alias Mirabai Ramendra Sinai Khandeparkar and her husband Shri. Ramendra Vishrama Sinai Khandeparkar, executed Deed of Release dated 17/09/1971, registered before the Sub-Registrar of Ponda, recorded at page 84 of Book 587, by virtue of which they relinquished their rights in the movable as well as immovable properties, which inter alia includes the Said larger Property, in favour of the other heirs left behind by their late father namely Ramchandra Shridhar Naique Gaunekar.

10. That by virtue of Deed of Succession dated 02/06/1972 and by virtue of Deed of Release dated 17/09/1971, said Sitabai Ramchandra Naique Gaunekar, Shridhar Ramchandra Naique Gaunekar and Soiru Ramchandra Naique Gaunekar, acquired absolute right to the



undivided share of late Ramchandra Naique Gaunekar in the said larger property.

11. That the Said Larger Property, has been divided into two portions by a municipal road leading towards Varkhande. The Northern Part of the said road admeasures 17,363 square meters and the southern part of the road admeasures 9,064 square meters, respectively.
12. That vide Agreements dated 31st March, 1992 and another Three Agreements all dated 19th April, 1992, Smt. Sitabai Ramchandra Naique Gaunekar, Soiru Ramchandra Naique Gaunekar, and Shridhar Ramchandra Naique Gaunekar, agreed to sell the said northern portion of the said larger property i.e. an area of admeasuring 17,363 square meters to one M/s. Pednekar Developers Pvt. Ltd.
13. That vide Government Notification No.22/179/91-RD, dated 16/09/1991, published in the Government Gazette at page 750 Series III, No.41 dated 09/01/1992, an area of 6,250 square meters out of the said southern part admeasuring 9,064 square meters was proposed to be acquired under the Land Acquisition Act, 1894. During the pendency of the said acquisition, the Government of Goa formed an opinion that out of the area of 6,250 square meters proposed to be acquired, an area of 4,530 square meters was not required and that only an area of 1,720 square meters would continue to be under the purview of the



proposed acquisition, which was also withdrawn by the Government subsequently.

14. That said Shri. Soiru Ramchandra Naique Gaunekar, expired on 28/01/1993. Upon his death, a deed of succession dated 06/02/1995, came to be drawn at page 82(v) onwards in Book 382 by the ex-officio Notary of Ponda Judicial Division came to be drawn by virtue of which his wife Smt. Laxmibai Soiru Ramchandra NaiqueGaunekar, came to be declared as his widow and moiety holder and as his sole and universal heirs his children namely;

- i. Ramchandra Soiru Naique Gaunekar
- ii. Prasad Soiru Naique Gaunekar
- iii. Smt. Rajashree Harish Dalvi married to Harish Manohar Dalvi.

15. That said Sitabai Ramchandra Naique Gaunekar, expired on 05/04/1996, leaving behind a Will dated 06/02/1996, drawn before the Civil Registrar-Com-Sub-Registrar and Notary Ex-officio, Ponda, drawn at page 87 onwards of Notarial Book for wills No. 27, by virtue of which said Sitabai Ramchandra Naique Gaunekar, bequeathed her estate unto her daughter in laws namely Ramabai Shridhar Ramchandra Naique Gaunekar and Laxmibai Soiru Ramchandra Naique Gaunekar.

16. That said Shridhar Ramchandra Naique Gaunekar, expired on 04/01/2000 issueless and or disposition of his last will, but by leaving behind his widow and his moiety holder his wife



namely Ramabai Shridhar Naique Gaunekar.

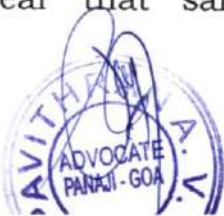
17. Therefore by virtue of the Death of Shridhar Ramchandra Naique Gaunekar his wife along with Ramchandra Soiru Naique Gaunekar, Prasad Soiru Naique Gaunekar, Smt. Rajashree Harish Dalvi and Harish Manohar Dalvi, have inherited the share of the late Shridhar Ramchandra Naique Gaunekar along with his sisters/brother-in-law namely, Champabai alias Ushabai Manoharrao Deshpande (widow), Smt. Lilabai alias Shobanabai Gurunathrao Deshpande (widow), Smt. Mirabai Ramendra Khandeparkar (widow) and Smt. Kalabai alias Kasturibai Dinanath Dalvi along with her husband Dinanath Shembu Dalvi, hence the right in the property to the extent of the share of Shridhar Ramchandra Naique Gaunekar got devolved unto his sisters and children of deceased brother namely Soiru Ramchandra Naique Gaunekar.
18. That some of the aforesaid owners namely said Ramabai Shridhar Ramchandra Naique Gaunekar, Laxmibai Soiru Ramchandra Naique Gaunekar, Ramchandra Soiru Naique Gaunekar, Prasad Soiru Naique Gaunekar, Smt. Rajashree Harish Dalvi and Harish Manohar Dalvi, agreed to sell portion of the PROPERTY, up to the extent of 4,530 square meters, i.e the **Said Plot**.
19. Vide Agreement dated 13/04/2002, executed by Ramabai Shridhar Ramchandra Naique Gaunekar, Laxmibai Soiru Ramchandra



- i) That a Deed of Surrender dated 15/04/2005, came to be executed by Smt. Champabai alias Ushabai Manoharrao Deshpande, wherein said Smt. Champabai alias Ushabai Manoharrao Deshpande, surrendered and relinquished all her rights with respect to said property in settlement of her claim and right to the said property in favour of the above referred original owners. Upon perusal of the death certificate of Manoharrao Deshpande, husband of Smt. Champabai alias Ushabai Manoharrao Deshpande, wherein said Smt. Champabai alias Ushabai Manoharrao Deshpande it is clear that said Manoharrao Deshpande, expired in the year 02/10/1960.



- ii) That a Deed of Surrender dated 03/08/2010, came to be executed by Smt. Lilabai alias Shobhanabai, wherein Smt. Lilabai alias Shobhanabai surrendered and relinquished all her rights with respect to said plot, in settlement of her claim and right to the said property, in favour of the above referred original owners. Upon perusal of the death certificate of Krishnaji alias Gurunathrao Vaikunthrao Deshpande, who was the husband of Smt. Lilabai alias Shobhanabai, it is clear that said Krishnaji alias Gurunathrao Vaikunthrao Deshpande, expired on 26/09/1995.
- iii) That a Deed of Surrender dated 09/12/2010, came to be executed by Smt. Sumitrabai alias Mirabai Ramendra Sinai Khandeparkar, and Alcon Construction (Goa) Pvt. Ltd, wherein Smt. Sumitrabai alias Mirabai Ramendra Sinai surrendered and relinquished all her rights with respect to said plot, in settlement of her claim and right to the said plot, in favour of the original owners referred to as above. Upon perusal of the death certificate of Ramendra Vishrama Sinai Khandeparkar, who was husband of said Smt. Sumitrabai alias Mirabai Ramendra Sinai Khandeparkar, it is clear that said Ramendra Vishrama



Sinai Khandeparkar, expired on 31/12/1995.

- iv) That a Deed of Surrender dated 20/01/2011, came to be executed by Smt. Calabai alias Casturabai alias Kasturbai Dinanath Dalvi and her husband Dinanath Shambu Dalvi, wherein both surrendered and relinquished all their rights with respect to said plot, in settlement of their claim and right to the said plot, in favour of the original owners.
- v) Vide Agreement dated 20/10/2010 M/s. Alcon Constructions Goa Pvt. Ltd., agreed to allot the ownership of 50% of the undivided share of the Said Plot to one Mr. Ramkrishna Laximan Sawant on the terms and conditions mentioned in the Said Agreement. This Agreement was entered into by M/s. Alcon Constructions Goa Pvt. Ltd., on the strength of Agreement dated 13/04/2002 entered into by M/s. Alcon Constructions Goa Pvt. Ltd and the owners of the Said Plots.
- vi) Vide Addendum to the Agreement dated 20/10/2010, on 09/04/2012, the parties to Agreement dated 20/10/2010 modified the terms of the Agreement more particularly of the entitlement, Vide Addendum dated 09/04/2012. The said Addendum reveals that Mr. Ramakrishna Sawant



agreed to accept super built up area in lieu of 50% undivided share in the land receivable by him in terms of Agreement dated 20/10/2010.

20. Vide Deed of Sale dated 26/07/2012, registered before Sub Registrar of Ilhas, bearing registration No.2007/12 at pages 193 to 228 book No.I Volume No.2149 dated 10/10/2012, executed the owners namely Ramabai Shridhar Ramchandra Naique Gaunekar, Laxmibai Soiru Ramchandra Naique Gaunekar, Ramchandra Soiru Naique Gaunekar, Prasad Soiru Naique Gaunekar, Smt. Rajashree Harish Dalvi and Harish Manohar Dalvi sold and conveyed the Said Plot in favour of Alcon Constructions (Goa) Pvt. Ltd.
21. That by virtue of Sale Deed dated 26/07/2012, and deed of Surrender dated 15/04/2005, 03/08/2010, 09/12/2010, 20/01/2011, respectively said Alcon Constructions (Goa) Pvt. Ltd, has acquired absolute right, title, interest to the SAID PLOT, however subject to the Agreement dated 20/10/2010 and Addendum dated 09/04/2012 executed with Mr. Ramakrishna Sawant.
22. That said Alcon Constructions (Goa) Pvt. Ltd, upon acquiring absolute right to the Said Property got its name included in the survey records, in the occupant's column of Form I and XIV, village Ponda.



23. **It is to be noted that the entries in Form I and XIV of Survey No.32/0 of Village Ponda reveals 17 entries in other rights column. The Said Plot even though is a distinct and independent plot, it remains as part of Survey No.32/0 of Village Ponda. The partition has not been carried out to separate the Said Plot from the larger area of the Said Property.**
24. On 30/10/2014, Office of the District Collector, North Goa, Panaji issued Conversion Sanad under No. RB/CNV/PON/COLL/50/2004 for Conversion of Said Plot for commercial use.
25. On 18/11/2024, South Goa Planning and Development Authority, Margao-Goa issued Development Permission under Ref. No.SGPDA/P/2218/191/24-25 for construction of Commercial cum Residential Building & Compound Wall in the Said Plot bearing survey No.32/0 of Village Ponda.
26. In light of the above I am of the opinion that Alcon Constructions (Goa) Pvt. Ltd., has clear marketable title to the said Plot, however subject to the Agreement dated 20/10/2010 and Addendum dated 09/04/2012 executed with Mr. Ramakrishna Sawant and also subject to the observation made in Para No.23 of this Report as regards to Mundkarial rights.
27. In addition to the above I have to make the following observations:



- (a) No Tenants are reflected in the survey records of the said property.
 - (b) Other rights column of Form I & XIV of Survey No.32/0 of Village Ponda there are 17 entries prima facie showing mundkarship rights.
28. I have taken search in the office of the Sub-Registrar of Ponda-Goa and have not found any registered charge/ mortgage in respect of the Said Plot.
29. This report on title is prepared solely on the basis of documents furnished to me as set out herein above and I have not carried out the negative search in respect of any litigations in relation to the said property or the Said Plot.
30. The report on title has been prepared in accordance with and is subject to the Laws of India.

SCHEDULE I

ALL that part and parcel of property known as "**VARCONDEM**" situated at Varkhande, Ponda of Ponda Taluka, described under No. 503 at page 176 of Book B-7 Old, and recorded in the Taluka Revenue office of Ponda under Matriz numbers 444, 445 467 and 468, and Surveyed under Survey No. 32 sub-division No. 0 of Ponda and admeasuring 29,900.00 square meters or thereabout situated at Ponda, within the Jurisdiction of Ponda Municipal Council, Ponda Taluka, District of North Goa, State of Goa.



SCHEDULE II

ALL that part and parcel of the Land admeasuring 9064.00 square meters forming part of the larger property described in Schedule-I above and bounded as under:

North: By Municipal road leading to "Varkhand";

South: By Nallah;

East: By small water drain; and

West: By Ponda-Panaji road.

SCHEDULE III

ALL that part and parcel of land admeasuring 4,530 square meters forming part and parcel of the property described under Schedule II which is part of the larger property described in Schedule I hereinabove and part of Survey No. 32 sub-division 0 of Ponda, situated at Ponda-Goa within the jurisdiction of Ponda Municipal Council, Ponda, Taluka Ponda and Sub-District of Ponda of Registration District of North Goa, described in Land Registration Office under No. 503 at page 176 of Book B-7 Old, and recorded in the Taluka Revenue office of Ponda under Matriz numbers 444, 445 467 and 468 being bounded as under:

North: By Municipal road leading to "Varkhand";

South: By Nallah;

East: By small water drain; and



West: By remaining part of Survey No. 32 sub-division 0 of Ponda admeasuring 2814.00 square metres and 1720.00 square metres.

Panaji-Goa.

20/01/2025



Pavithran A.V.

Advocate