

# Gurudatt R. Mallya

ADVOCATE

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## OPINION ON TITLE

1. My opinion has been sought by M/S SUPREME REALTORS, a partnership firm having its place of business at "SUPREME", Behind New Telephone Exchange, opp. Bombi House, Comba, Margao, Goa on the following two questions, viz. :

- a) Whether the following persons are owners and have clear title to the property described in Para 2 below (hereinafter referred to as the "*Said Property*"), viz. (1) DAMODAR PURSHOTTAM *alias* LADU RAICAR and his wife INDIRA DAMODAR RAICAR (2) RAMANAND PARISRAM RAICAR and his wife KAMESHWARI RAMANAND RAIKAR and (3) GOURISH PARISRAM RAICAR and his wife KALPANA GOURISH RAICAR (hereinafter jointly referred to as the "*OWNERS*").
- b) Whether M/s SUPREME REALTORS is entitled to develop the Said Property.

## 2. THE SAID PROPERTY:

- a) The Said Property is the following property, but with the exclusion of an area of 170 M<sup>2</sup> referred to in sub-para (b) below, viz.

All that immovable property known as "*Balopa Locu Naicalem*", situated in Village Navelim, Taluka Salcete, District South Goa, State Goa, which is described in the erstwhile Land Registration Office of Salcete under No. 6322 at Folio 86 (overleaf) of Book B 25 (Old Series), enrolled in the Salcete Taluka land revenue roll under Matriz No. 1435, presently



surveyed under Survey No. 67/11 of revenue village Navelim of Salcete Taluka, having an area of 10,450 sq. mts. and bounded as per the erstwhile land registration records as follows, **East:** By the property of Geronimo Costa; **West:** By the coconut grove of the Coffor of Church of Margao and public access; **North:** By the coconut grove known as "Raular" of the Coffor of Church of Margao and **South:** By paddy fields "Calvade" of the Comunidade of Margao.

- b) An area admeasuring 170 M<sup>2</sup> has been acquired by the Government of Goa (Water Resources Department), which acquired portion is depicted in the plan forming part of the document referred to in Para 3(m) below.

3. DOCUMENTS PRODUCED:

The following documents have been produced for my perusal:

- a) Certificate dated 11.3.2019 issued by the Sub-Registrar of Salcete Taluka of the *Description* of the property registered under No 6322 in Book B 25 (Old Series) and of *Inscription* No. 48578 dated 12.7.1963, along with its English translation thereof.
- b) Deed of Succession dated 30.6.2000 drawn up by Sub-Registrar cum Notary-Ex-Officio of Salcete Taluka at Margao and recorded at Folios 13(overleaf) to 15 of Deeds Book No. 1416.





- c) Deed of Succession dated 7.10.2004 drawn up by the Sub-Registrar cum Notary-Ex-Officio of Salcete Taluka and recorded at Folios 62(overleaf) to 64 of Deeds Book No. 1469.
- d) Deed of Relinquishment of Illiquid and Undivided Rights and Deed of Succession dated 16.8.2007 drawn up by Sub-Registrar cum Notary-Ex-Officio of Salcete Taluka at Margao and recorded at Folio 34(overleaf) onwards of Deeds Book No. 1510.
- e) Deed of Partition dated 9.2.2009 registered in the Office of the Sub-Registrar of Salcete Taluka at Margao on 18.2.2009 under Registered No. 692 at Pages 1 to 35 in Book I, Volume 3289.
- f) Matriz Certificate dated 17.8.2012 issued by the Head of Salcete Taluka Revenue, Margao, Goa, in respect of the property enrolled in the Salcete Taluka land revenue roll under Matriz No. 1435, along with its English translation.
- g) Forms I & XIV of Survey No. 67/11 of Village Navelim, Salcete Taluka (downloaded from <https://egov.goa.nic.in/dslr> on 22.3.2019).
- h) Agreement executed on 14.2.2013 (though dated "12.2.2013") before Mr. Sachin S. Kolwalkar, Notary Public having jurisdiction over Salcete Taluka, between the OWNERS and M/s Supreme Realtors. This agreement is registered in the Notary's Register under No. 315/2013 on 14.2.2013.



- i) Agreement entered into and executed on 8.2.2014 between the OWNERS on the first part, ASMUÇAO C. REBELLO, BENEDITO HEDWIGE AFONSO *and his wife* MARGAROTA VIVIANA PEREIRA E AFONSO (hereinafter jointly referred to as the "*Afonso Family*") on the second part and M/s Supreme Realtors on the third part. This agreement was executed before Mr. Sachin S. Kolwalkar, Notary Public having jurisdiction over Salcete Taluka and is registered in his Notarial Register under No. 288/2014.
- j) Agreement entered into and executed on 25.2.2014 between the OWNERS on the first part, CAETANO MIRANDA, GABRIEL GOMES *and his wife* MARIA GOMES, MARIANO GOES *and his wife* PHILIPA GOMES, SANTANO GOMES *and his wife* ADELINA CARVALHO and FRANCISCA GOMES (hereinafter jointly referred to as the "*Gomes Family*") on the second part and M/s Supreme Realtors on the third part. This agreement was executed before Mr. Sachin S. Kolwalkar, Notary Public having jurisdiction over Salcete Taluka and is registered in his Notarial Register under No. 338/2014.
- k) Letter dated 7.1.1015 addressed by CRUZINHO ASSUNCAO DE SOUZA and JOAO MENINO FERNANDES to the male OWNERS and M/s Supreme Realtors, along with draft agreement signed by the said CRUZINHO ASSUNCAO DE SOUZA and JOAO MENINO FERNANDES. This draft is identical to agreement referred to in Para 3(n) below, except that this draft is dated 12.1.2015.
- l) Letter dated 7.1.1015 addressed by MILTON JOSE ROSARIO CARDOZO to the male OWNERS and M/s Supreme Realtors, along with draft agreement signed by the said MILTON JOSE





ROSARIO CARDOZO. This draft is identical to the agreement referred to in Para 3(n) below, except that this draft is dated 12.1.2015.

- m) Deed of Partition dated 28.3.2015 registered in the Office of the Sub-Registrar of Salcete Taluka at Margao on 11.5.2015 under Registration No. MGO-BK1-02301-2015 in CD No. MGOD84, executed inter-se the OWNERS.
- n) Agreement entered into and executed on 29.3.2015 between the OWNERS on the first part, ANTONETA SEQUEIRA E CARDOZO, MINGUEL ROSARIO CARDOZO *and his wife* SANTAN MANELA CARDOZO, JOAO FRANCISCO CARDOZO, EDWIN CARDOZO, ANTONIO BERNARDO MANUELINHO CARDOSO *and his wife* DENZY VAZ, MARILYN COUTINHO E CARDOZO, JAMES CARDOZO *and his wife* MEBERLDENNIA COELHO E CARDOZO, DOLLY CARDOZO and AIDA CARDOZO E FERNANDES (hereinafter jointly referred to as the "*Cardozo Family*") on the second part and M/s Supreme Realtors on the third part. This agreement was executed before Mr. Sachin S. Kolwalkar, Notary Public having jurisdiction over Salcete Taluka and is registered in his Notarial Register under No. 417/2015.

4. DEVOLUTION OF TITLE:

- a) The document at Para 3(a) above records that vide a Deed drawn up on 20.6.1963 before the Notary Santa Rita Vaz at Folio 63 (overleaf) onwards in his Deeds Book No. 1193, the property "*Balopa Locu Naicalem*" described under No. 6322 at Folio 86(overleaf) of Book B 25 (Old Series) was sold by BOGVANTA BABOIA NAIQUE and his wife RADABAI NAIQUE



in equal shares to: (1) LADU DAMODARA RAICAR *alias* PURXOTOMA DAMODARA RAICAR *married to* SARASVATIBAI RAICAR and (2) PARISRAMO DAMODARA RAICAR *married to* SHALINIBAI RAICAR.

- b) The documents at Paras 3(b) and 3(c) above record that PURXOTOMA DAMODARA RAICAR and his wife SARASWATI, both died, the former on 14.5.2000 and the latter on 19.7.2003, leaving behind them as their only heirs, their two sons, viz. (1) DAMODAR LADU RAIKAR *married to* INDIRA DAMODAR NAIK and (2) MAHABALESHWAR RAIKAR *married to* GAURI RAIKAR.
- c) The document at Para 3(d) above records that:
- 1) PARISRAM RAIKAR *alias* PURISRAMA DAMODARA XETE RAIKAR *alias* PORISRAMA DAMODAR RAIKAR *alias* PARISRAM DAMODAR RAIKAR *alias* PORISRAMA DAMODAR RAIKAR and his wife XALINIM PARISRAMA RAIKAR *alias* XALINIBAI RAIKAR *alias* SHALINI RAIKAR, both died, the former on 13.8.1997 and the latter on 24.11.2002, leaving behind them the following as their only heirs, viz.
    - A. Daughter, SUCANTI RAIKAR *alias* LAKSHMI LAXIMIKANT KANEKAR *married to* LAXIMIKANT R. KANEKAR.
    - B. Daughter, JAIANTI RAIKAR *alias* JAYANTI WAMANDAS VERLEKAR *married to* WAMANDAS RAM VERLEKAR.





- C. Son, RAMANAND RAICAR *married to* KAMESHWARI RAMANAND RAIKAR and
- D. Son, GOURIXA RAICAR *married to* KALPANA GOURISH RAIKAR.
- 2) That the aforesaid SUCANTI RAICAR *alias* LAKSHMI LAXIMIKANT KANEKAR, LAXIMIKANT R. KANEKAR, JAIANTI RAICAR *alias* JAYANTI WAMANDAS VERLEKAR and WAMANDAS RAM VERLEKAR, all relinquished their rights to the estate of their parents/parents-in-law.
- 3) That, consequently, the heirs of PARISRAM RAIKAR and his wife SHALINI RAICAR are RAMANAND RAICAR *married to* KAMESHWARI RAMANAND RAIKAR and GOURIXA RAICAR *married to* KALPANA GOURISH RAIKAR.
- d) The document at Para 3(e) above records that the aforesaid DAMODAR LADU RAIKAR *and his wife* INDIRA DAMODAR NAIK on the one hand and the aforesaid MAHABALESHWAR RAIKAR *and his wife* GAURI RAIKAR partitioned the Said Property and one other property held in common between them and the Said property was allotted exclusively to DAMODAR PURSHOTTAM *alias* LADU RAIKAR and his wife INDIRA DAMODAR RAIKAR.
- e) The document at Para 3(f) above records that ½ (one-half) of the property enrolled under Matriz No. 1435 belongs to PARISRAMA DAMODARA RAIKAR and ½ (one-half) belongs to LADU DAMODARA RAIKAR *alias* PURXOTOMA.



- f) The document at Para 3(g) above records that:
- 1) Occupants of the property are: (a) Government of Goa S.I.P. W.R.D (b) RAMANAND P. RAICAR (c) KAMESHWARI R. RAIKAR (d) GOURIXA P. RAICAR (e) KALPANA G. RAIKAR (f) DAMODAR P. RAICAR and (g) INDIRA D. RAICAR.
  - 2) There are houses of the property belonging to SALJIT AFFONSO, DOMINGOS ROSARIO CARDOZO and LUIS F. GOMES.
- g) The document at Para 3(h) above records that the OWNERS have agreed to sell the Said Property to M/s Supreme Realtors, for the consideration and on the terms and conditions stated therein. This agreement permits M/s Supreme Realtors to undertake development of the Said Property by constructing multi-storeyed building(s) thereon and selling premises therein to members of the public.
- h) The document at Para 3(i) above records:
- 1) That the persons constituting the Afonso Family are the only heirs of SALJIT AFFONSO, whose name is shown in the document at Para 3(g) above as owning a house on the Said Property.
  - 2) That the Afonso Family has agreed to indemnify M/s Supreme Realtors if any other person(s) claim any rights as heirs of the said SALJIT AFFONSO.
  - 3) That ASMUÇAO C. REBELLO and BENEDITO HEDWIGE AFONSO (i.e. wife and son, respectively, of SALJIT





AFFONSO) have been declared as *Mundcars* by the Salcete Taluka Mamlatdar vide Order dated 6.6.2003, in respect of House No. 659 located on the Said Property.

- 4) That in consideration of a plot of land in the Said Property admeasuring 300 sq. mts. being allotted to the Afonso Family and in consideration of a house admeasuring 147.10 sq. mts. being constructed for the Afonso Family on the said plot, they relinquish their rights in respect of their House No. 659 located on the Said Property.

i) The document at Para 3(j) above records:

- 1) That LUIS GOMES (whose name is shown in the document at Para 3(g) above as owning a house on the Said Property) was declared a *Mundcar* in respect of House No. 655 located on the Said Property, by the Salcete Taluka Mamlatdar (Jt. Mamlatdar-II) vide Order dated 1.8.2002.
- 2) That the persons constituting the Gomes Family are the only heirs of the said LUIS GOMES, by virtue of a Deed of Succession dated 25.7.2013 drawn up by the Sub-Registrar of Salcete and recorded at Folio 72(overleaf) onwards of Deeds Book No. 1590.
- 3) That the Gomes Family have agreed to indemnify M/s Supreme Realtors if any other person(s) claim any rights as heirs of the said LUIS GOMES.



- 4) That in consideration of a plot of land in the Said Property admeasuring 300 sq. mts. being allotted to the Gomes Family and in consideration of a house admeasuring 218.38 sq. mts. (along with open terrace of 42 sq. mts.) being constructed for the Gomes Family on the said plot, they relinquish their rights in respect of their House No. 655 located on the Said Property.
- j) By the document at Para 3(k) above, CRUZINHO ASSUNCAO DE SOUZA and JOAO MENINO FERNANDES state that they are some of the heirs of Late DOMINGOS ROSARIO CARDOZO *and his wife* ANTOETA CARDOZO and state:
- 1) that they have seen the agreement (draft of which agreement is attached to the letter and signed by them for confirmation, which draft matches the agreement referred to in Para 3(n) above) proposed to be executed by the other heirs of DOMINGOS ROSARIO CARDOZO and ANTONETA CARDOZO, whereby it has been agreed that in lieu of the said heirs relinquishing their rights in respect of House No. 658, the said heirs will be allotted a plot of land on the Said Property on which a new house shall be constructed;
  - 2) that they confirm their acceptance of the aforesaid agreement but are unable to sign the same as they are presently out of India but that they are agreeable if the other heirs sign the agreement.





k) By the document at Para 3(l) above, MILTON JOSE ROSARIO CARDOZO states that he is one of the heirs of Late DOMINGOS ROSARIO CARDOZO *and his wife* ANTOETA CARDOZO and states:

- 1) that he has seen the agreement (draft of which agreement is attached to the letter and signed by him for confirmation, which draft matches the agreement referred to in Para 3(n) above) proposed to be executed by the other heirs of DOMINGOS ROSARIO CARDOZO and ANTONETA CARDOZO, whereby it has been agreed that in lieu of the said heirs relinquishing their rights in respect of House No. 658, the said heirs will be allotted a plot of land on the Said Property on which a new house shall be constructed;
- 2) that he confirms his acceptance of the aforesaid agreement but is unable to sign the same as he is presently out of India but that he is agreeable if the other heirs sign the agreement.

l) The document at Para 3(m) above records that:

- 1) An area of 170 m<sup>2</sup> of the Said Property has been acquired by the Government of Goa (Water Resources Department) for construction of a canal.
- 2) That the OWNERS partitioned the Said Property into six plots, viz. plots designated alphabets AC, BD, E, F, G and H, and allotted the six plots inter-se them as follows, viz.



1. Plots F and G were allotted to DAMODAR PURSHOTTAM *alias* LADU RAICAR and his wife INDIRA DAMODAR RAICAR;
  2. Plot H was allotted jointly to RAMANAND PARISRAM RAICAR and his wife KAMESHWARI RAMANAND RAIKAR and to GOURISH PARISRAM RAICAR and his wife KALPANA GOURISH RAIKAR and
  3. Plots AC, BD and E jointly to DAMODAR PURSHOTTAM *alias* LADU RAICAR and his wife INDIRA DAMODAR RAICAR, RAMANAND PARISRAM RAICAR and his wife KAMESHWARI RAMANAND RAIKAR and to GOURISH PARISRAM RAICAR and his wife KALPANA GOURISH RAIKAR.
- 3) The partition plan annexed to the document and forming part of the document clearly shows the six plots, viz. Plots AC, BD, E, F, G and H as also the area acquired by the Government of Goa.
- m) The document at Para 3(n) above records:
- 1) That DOMINGOS ROSARIO CARDOZO was a *Mundcar* in respect of House No. 658 located on the Said Property.
  - 2) That the person constituting the Cardozo Family along with CRUZINHO ASSUNCAO DE SOUZA, JOAO MENINO FERNANDES and MILTON JOSE ROSARIO CARDOZO are the only heirs of DOMINGOS ROSARIO CARDOZO (whose name is shown in the document at Para 3(h)





above as owning a house on the Said Property) and his wife ANTONETA CARDOZO.

- 3) That the Cardozo Family have agreed to indemnify M/s Supreme Realtors if any other person(s) claim any rights as heirs of the said DOMINGOS ROSARIO CARDOZO.
- 4) That in consideration of a plot of land in the Said Property admeasuring 729 sq. mts. being allotted to the Gomes Family and in consideration of two houses admeasuring, in the aggregate, 381 sq. mts. being constructed for the Cardozo Family on the said plot, they relinquish their rights in respect of their House No. 658 located on the Said Property.

5. OPINION:

- a) Upon a perusal of the documents produced before me and enumerated in Paras 3(a), 3(b), 3(c), 3(d), 3(e), 3(f) and 3(g) above and in the light and based on the description of the Said Property as informed to me by the said M/s Supreme Realtors and as contained in the aforesaid documents produced before me, I am of the considered opinion that the OWNERS are the legal owners of and have a clear legal title to the Said Property.
- b) A Nil Encumbrance Certificate in respect of the Said Property must be obtained from the Office of the Sub-Registrar of Salcete Taluka to certify that the Said Property is not encumbered.




- c) Since the OWNERS are the legal owners of and have clear legal title to the Said Property as stated in Para 5(a) above and in the light of the document produced before me and enumerated in Para 3(h) above, M/s Supreme Realtors is entitled to develop the Said Property by constructing multi-storeyed building(s) thereon and selling premises therein to members of the public.
- d) It may be here stated that though post execution of the document at Para 3(h) above, the OWNERS have partitioned the Said Property into various plots as stated in Para 4(l) above by virtue of the document at Para 3(m) above, the rights of M/s Supreme Realtors to develop the Said Property is not affected and they are entitled to develop *any of the plots* formed out of the partitioning of the Said Property
- e) The document enumerated at Para 3(g) above refers to the existence of three houses on the Said Property, viz. houses belonging to SALJIT AFFONSO, DOMINGOS ROSARIO CARDOZO and LUIS F. GOMES.
- f) However, by virtue of the documents enumerated at Paras 3(i), 3(j), 3(k), 3(l) and 3(n) above, it appears that the rights of the heirs of SALJIT AFFONSO, DOMINGOS ROSARIO CARDOZO and LUIS F. GOMES have been satisfactorily and amicably dealt with by M/s Supreme Realtors and all these person have agreed to relinquish their rights to their respective houses on the terms and conditions set out in the documents at enumerated at Paras 3(i), 3(j), 3(k), 3(l) and 3(n) above.





- g) In view of the aforesaid documents enumerated at Paras 3(i), 3(j), 3(k), 3(l) and 3(n) above and subject to the fulfilment of the terms and conditions contained in the said documents, the rights of M/s Supreme Realtors to develop the Said Property is not affected or restricted in any manner.

Date: 25<sup>th</sup> March, 2019.

  
(Gurudatt R. Mallya)  
Advocate  
(Enrolment No: MAH / 1874-1989)

