



RAUNAQ RAO
a d v o c a t e

10th September, 2024

To,
Emgee Housing Private Limited
having its Office at 608, 6th Floor,
Citi Centre, Patto Plaza,
Panaji, Goa – 403 001.

TITLE REPORT

Re.: ALL THAT Land admeasuring 17,822 Sq. Mts. along with 100% FAR of the Road admeasuring approximately 960 Sq. Mts. forming part of the Larger Property known as “Palmar” or “Odxell” or “Mato” forming a part of the larger land holding admeasuring approximately 96,800 Sq. Mts., surveyed under Survey No. 234/2 of Village Taleigao, situated at Dona Paula, within Village Panchayat of Taleigao, Taluka Tiswadi, Goa.

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At the request of Emgee Housing Private Limited, I have undertaken inspection of the documents hereinafter contained, undertaken Title Search, and in summation thereof tender this Report of Title in respect of the all that Land admeasuring 17,822 Sq. Mts. along with 100% FAR of the Road admeasuring approximately 960 Sq. Mts. (*hereinafter referred to as 'the said property' for brevity sake*) forming part of the Larger Property known as "Palmar" or "Odxell" or "Mato" forming a part of the larger land holding admeasuring approximately 96,800 Sq. Mts., surveyed under Survey No. 234/2 of Village Taleigao, situated at Dona Paula, within the limits of Village Panchayat of Taleigao, Taluka and Registration Sub District of Ilhas, District North Goa, State of Goa, which property is described in the Land Registration Office of Ilhas under Description No. 19683 at folio 138 of book B-52 (New) but not enrolled in the Taluka Revenue Office, (*hereinafter referred to as 'the said Larger Property' for brevity sake*).

1. Location & Description: –

THE SAID LARGER PROPERTY

ALL THAT Property known as or , situated at Dona Paula, Taleigao, within the local limits of the Village Panchayat of Taleigao, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa, admeasuring approximately 96,800 Sq. Mts. bearing Survey No. 234/2

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of Village Taleigao, described in the office of the Land Registrar, Ilhas under No. 19683 at Folio 138 of Book B-52 (New), not enrolled in the Taluka Revenue Office and is bounded as under: -

On the East: - By property bearing Survey No. 227 of Taleigao;

On the West: - By River Zuari and Arabian Sea;

On the North: -By property bearing Survey Nos. 228, 229 & 230 of Taleigao, and;

On the South: - By River Zuari.

THE SAID PROPERTY

ALL THAT Land admeasuring 17,822 Sq. Mts. along with 100% FAR of the Road admeasuring approximately 960 Sq. Mts. forming part of the said Larger Property known as "Palmar" or "Odxell" or "Mato" m forming a part of the still Larger Property totally admeasuring approximately 96,800 Sq. Mts., surveyed under Survey No. 234/2 of Village Taleigao, situated at Dona Paula, within the limits of Village Panchayat of Taleigao, Taluka

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and Registration' Sub District of Ilhas, District North Goa, State of Goa, which property is described in the Land Registration Office of Ilhas under Description No. 19683 at folio 138 of book B-52 (New) but not enrolled in the Taluka Revenue Office and is bounded as under: -

On the East: - By property bearing Survey No. 227/1 of Village Taleigao, Goa;

On the West: - By property bearing Survey 234/2 (Part);

On the North: -By property bearing Survey Nos. 228, 229, and 230 of Village Taleigao,
Goa, and;

On the South: - By property bearing Survey No. 234/2-A.

2. Dimension/ Area:-

17,822 sq. mts.

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3. Documents Examined: –

For the purpose of this report, we have reviewed the following documents.

- i. Certificate of Description bearing No. 19681 at folio 137 of Book B-52 New (along with English translation);
- ii. Certificate of Description bearing No. 19682 at folio 137v of Book B-52 New (along with English translation);
- iii. Certificate of Inscription viz. the Registo de Transmissoes bearing No. 20068 at folio 120 of Book G-32 along with English translation;
- iv. Certificate of Inscription viz. the Registo de Transmissoes bearing No. 20069 at folio 120v of Book G-32 along with English translation;
- v. Cadastral Plan of property bearing Cadastral No. 824;
- vi. Gift Deed dated 22.02.1949 executed before notary Joaguim Joao Aleixo Do Rosario De Santa Rita Colaco (along with its English translation);
- vii. Form I & XIV of Record of Rights of Survey No. 234/2, Village Taleigao, Taleigao (Manual);
- viii. Form I & XIV of Record of Rights of Survey No. 234/2, Village Taleigao, Taleigao (Digital);

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- ix. Survey Plan of Survey No. 234/2, Village Taleigao, Taleigao;
- x. Consent Terms dated 29.07.1991 filed before the Court of the Civil Judge Senior Division in SCS/82/1991/A;
- xi. Registration of Decree bearing Reg.No. 482, Vol No. 171 of Book No.I dated 10.06.1992;
- xii. Ante-Nuptial Agreement dated 07.03.1994 drawn in Book No. 648 at Page 81 onwards;
- xiii. Conversion Sanad bearing Ref. No. CNV/TIS/29/93 dated 31.03.1994 issued by the Office of the Deputy Collector & S.D.O., Sub Division, Panaji, Goa;
- xiv. Decree dated 20.05.1994 passed by the Court of the Civil Judge Senior Division at Panaji in SCS/83/1994/A;
- xv. Deed of Sale dated 14.02.1996 bearing Reg.No. 721 at page 449 to 494 at Book No. I, Volume No. 506;
- xvi. Order dated 31.05.2006, bearing Ref. No. NGPDA/ 346/504/06 passed by The North Goa Planning and Development Authority;
- xvii. Letter dated 21.03.2007 bearing Ref. No. PWD/DV(B-N)F.01 2006-07/SDI/1393 from the Office of the Assistant Engineer Sub Div I , Div V(B-N) Public Works Department, Panaji Goa;

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- xviii. Letter dated 09.04.2007, from the Oof Assistant Engineer, Elect Sub Div II, Div (U) Electricity Department Panaji Goa bearing Ref. No. AE/SD/II/(U)/PNJ/06-07/TECH-46/71;
- xix. No Objection Certificate for proposed construction dated 29.03.2007 bearing Ref. No. UHCP/DHS/NOC/06-07/1912 issued by the Directorate of Health;
- xx. NOC dated 29.03.2007 issued by the Directorate of Health Services bearing Ref.No. UHCP/DHS/NOS/2006-07/1912 with respect to Sy. No. 234/2 (Part), 225/1, 225/4 AND 227/1;
- xxi. Order for extension for conversion of use of Agricultural land to Non-Agricultural use dated 30.03.2007 bearing Ref. No. CNV/TIS/29/93 (Survey No. 234/2);
- xxii. Order dated 11.04.2008, bearing Ref. No. 17-A/TIS/23/TCP-07-08/1520, the Office of the Town Planner, Town and Country Planning Department;
- xxiii. Letter dated 01.09.2009, bearing Ref. No. 5/4330/09-PCB/3855 from the Goa State Pollution Control Board;
- xxiv. Order dated 27.10.2009 bearing reference no NGPDA/346/1757/09 passed by The North Goa Planning and Development Authority;
- xxv. Order dated 16.06.2010 bearing reference no NGPDA/895/10 passed by The North Goa Planning and Development Authority;

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- xxvi. Consent Terms dated 25.06.2010 passed by the Court of the Civil Judge Senior Division at Panaji in RCS/544/2000/B;
- xxvii. Deed of Sale dated 05.07.2010 bearing Reg. No. 2002 at page 538 to 553 at Book No.2, Volume No. 2246 dated 14.07.2010;
- xxviii. Agreement for Development and Sale dated 06.05.2011;
- xxix. Deed of Rectification dated 30.06.2012 bearing Reg. No. PNJ-BK1-01811-2012, C.D.No. PNJD16 dated 04.07.2012;
- xxx. Agreement for Development and Sale dated 02.05.2012 bearing Reg.No. PNJ-BK1-01156-2012;
- xxxi. Agreement for Development and Sale dated 05.07.2012 bearing Reg. No. PNJ-BK1-01820-2012, C.D.No. PNJD16 dated 05.07.2012;
- xxxii. Construction Licence dated 17.01.2014 bearing Ref No.VP/TLG/CONST.LIC/85/1314/2219 issued by the Village Panchayat of Taleigao;
- xxxiii. Memorandum of Understanding dated 29.12.2022 executed before Notary Adv. Arun Wadkar bearing Reg. No. 23343 dated 30.12.2022 with respect to Sy. No. 234/2 only;
- xxxiv. Consent Decree dated 30.12.2022 passed by the Ad-Hoc District Judge-II, FTC-II, Panaji in CS/13/2021 with respect to Sy. No. 234/2 only;

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- xxxv. Development Permission dated 26.04.2022 bearing Ref. No. GPPDA/732/TLG/76/2022 with respect to Sy. No. 234/2 (Part), 225/1, 225/4 AND 227/1;
- xxxvi. Construction License bearing Ref. No. VP/TLG/CONST. LIC/1/2/2022-23/494 dated 21.05.2022 with respect to Sy. No. 234/2, 225/1, 225/4 AND 227/1; and;
- xxxvii. Consent Decree dated 30.12.2022 passed in Civil Suit No. 13/2021 before the Ad-hoc District Judge-2, FTC – II, North Goa, Panaji, Goa.

4. Devolution of Title: –

Based on the aforesaid documents and the information furnished to us, we observe as follows: –

- i. That the said Larger Property originally belonged to one Jose Martins *alias* Fr. Jose Francisco do Rosario Lourdes da Assuncao Martins¹.

¹ Certificate of Inscription *viz.* the Registo de Transmissoes bearing No. 20069 at folio 120v of Book G-32 along with English translation;



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- ii. That Gift Deed dated 22.02.1949² executed before Notary Public namely, Joaquim Joao Aleixo Do Rosario De Santa Rita Colaco, the said Jose Martins *alias* Fr. Jose Francisco do Rosario Lourdes da Assuncao Martins gifted the said property to the Pious Salesian Society of Saint John Bosco.
- iii. It transpires that the family of one late Narayan Barreto *viz.* his wife Leela Barreto and heirs namely, Nailini Barreto, Milan Barreto, Sandeep Barreto and Shaila Barreto were began interfering with the said larger property on the premise that the same was leased to late Narayan Barreto and on that count raised a false claim of being tenants thereof.
- iv. Being aggrieved, the Pious Salesian Society of Saint John Bosco instituted a Civil Suit seeking Permanent and Temporary Injunction against the said Leela Barreto, Nailini Barreto, Milan Barreto, Sandeep Barreto, Shaila Barreto as well as Sadiq Shaikh and Armando Gonsalves *viz.* Special Civil Suit No. 182/1991/A³ before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court.

² Gift Deed dated 22.02.1949² executed before notary Joaquim Joao Aleixo Do Rosario De Santa Rita Colaco;

³ Special Civil Suit bearing No. 182 of 1991³ before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court;





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- v. That vide Consent Terms and Consent Decree dated 29.07.1991⁴ drawn in the said Special Civil Suit No. 182/1991/A, Armando Gonsalves, herein and Sadiq Sheikh were conveyed Plot 'A' identified with boundary marks A, B, C, D, E and F admeasuring 17,822 sq. mts. (hereinafter referred to as the said property) where upon, the said Armando Gonsalves and Sadiq Shaikh acquired absolute ownership to the said property.
- vi. It further transpires that one Dacle Barreto began interfering with the said larger property on the premise that the same was leased to late Narayan Barreto on account of which the Pious Salesian Society of Saint John Bosco instituted a Civil Suit seeking Permanent and Temporary Injunction against the said Leela Barreto, Nailini Barreto, Milan Barreto, Sandeep Barreto, Shaila Barreto as well as Sadiq Shaikh and Armando Gonsalves *viz.* Special Civil Suit No. 83/1994/A before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court.

⁴ Consent Decree dated 29.07.1991⁴ passed in Special Civil Suit bearing No. 182 of 1991 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court;





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- vii. That vide Decree dated 20.05.1994⁵ in Special Civil Suit No. 83 of 1994 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court it was declared by consent that the Consent Decree dated 29.07.1991 was binding all the parties thereto including Dacle Barreto. Further, Mr. Sadiq Sheikh and Mr. Armando Gonsalves conveyed two (2) Plots viz. Plots 7 & 8 to the Pious Salesian Society of Saint John Bosco which were in turn handed over to Nalini Barreto and Dacle Barreto. Correspondingly, Plot HIJB admeasuring 2,596 sq. mts., H(T)OJH admeasuring 30 sq. mts. and BCEMPO admeasuring 15,024 sq. mts., were conveyed in favour of Sadiq Shaikh and Armando Gonsalves.
- viii. It is further revealed that subsequent to decree dated 29.07.1991 passed in Special Civil Suit bearing No. 182 of 1991 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court and Decree dated 20.05.1994 in Special Civil Suit No. 83 of 1994 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court, one Mrs. Leela Barreto and others once again claiming to be the tenants of the said property filed Regular Civil Suit

⁵ Decree dated 20.05.1994⁵ in Special Civil Suit No. 83 of 1994 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court;





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No.72 of 1997⁶ before the Court of the Civil Judge Senior Division at Panaji, Goa, 'B' Court, which came to be subsequently re-registered as Regular Civil Suit No. 544 of 2000 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'B' Court, seeking declaration that the said Decrees were null and void.

- ix. That vide Consent Decree dated 29.06.2010⁷ filed in Regular Civil Suit No.72 of 1997 (re-registered as Regular Civil Suit bearing No. 544 of 2000) before the Court of the Civil Judge Senior Division at Panaji, Goa, 'B' Court the said suit was amicably settled. It was agreed by consent that said to Consent Decree dated 29.07.1991 passed in Special Civil Suit bearing No. 182 of 1991 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court and Consent Decree dated 20.05.1994 in Special Civil Suit No. 83 of 1994 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court, are subsisting, legal and binding on all the parties. Further, the title of Armando Gonsalves and Sadiq Sheikh in respect of the said property admeasuring 17,822

⁶ Regular Civil Suit No.72 of 1997⁶ before the Court of the Civil Judge Senior Division at Panaji, Goa, 'B' Court, thereafter re-registered as Regular Civil Suit bearing No. 544 of 2000 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'B' Court;

⁷ Decree dated 29.06.2010⁷ filed in Regular Civil Suit No.72 of 1997 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'B' Court;





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sq. mts. was confirmed by all the parties. The said Consent Decree dated 29.06.2010 was duly registered before the Sub Registrar of Ilhas at under No. PNJ-BK1- 00284-2011 at Book -1, CD Number PNJD6 on 02/02/2011⁸ and by virtue of the same Mr. Sadiq Sheikh and Mr. Armando Gonsalves were declared and held to be the joint owners in possession of the said property admeasuring 17,822 sq. mts.

- x. That vide Deed of Sale dated 14.02.1996⁹, duly registered before the Sub-Registrar of Ilhas under no. 721, at pages 449 to 494, of Book I, Volume 506, on 24.04.1996, Mr. Sadiq Sheikh sold part of the said property admeasuring about 456 sq.mts to one Mr. Tiburcio Lourenco Jose Gomes and Mrs. Lira Clara Gomes.
- xi. That vide Sale Deed dated 05.07.2010¹⁰ bearing registration no. 2002, pages 538 to 553, Book No. 2, Vol 2246, the said Mr. Tiburcio Lourenco Jose Gomes and

⁸ Decree duly registered before the Sub Registrar of Ilhas at under No. PNJ-BK1- 00284-2011 at Book -1, CD Number PNJD6 on 02/02/2011;

⁹ Deed of Sale dated 14.02.1996⁹, duly registered before the Sub-Registrar of Ilhas under no. 721, at pages 449 to 494, of Book I, Volume 506, on 24.04.1996;

¹⁰ Sale Deed dated 05.07.2010¹⁰ bearing registration no. 2002, pages 538 to 553, Book No. 2, Vol 2246;





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Mrs. Lira Clara Gomes sold part of the said property admeasuring about 456 sq.mts to Mr. Mudhit Madanlal Gupta.

- xii. Thereafter vide Agreement for Development and Sale dated 06.05.2011 bearing Reg. No. PNJ-BK1-01262-2011, C.D.No. PNJD8 dated 06.05.2011 ¹¹, Mr. Sadiq Sheikh and his wife Mrs. Sadia Sheikh agreed to grant development rights on the said property to Emgee Housing Private Limited to develop residential apartments bearing the name "Emgee Anantam" on the said property for the purpose of sale prospective buyers with absolute authority to the Emgee Housing Private Limited, where it was agreed that Emgee Housing Private Limited, to retain for themselves all the sale proceeds thereof without any reference to Mr. Sadiq Sheikh and his wife Mrs. Sadia Sheikh, subject to the delivery of the commitments mentioned in the said Agreement for Development and Sale. That due to a typographical error with regards to the net development, a Deed of Rectification dated 30.06.2012¹² bearing Reg. No. PNJ-BK1-01811-2012, C.D.No. PNJD16 dated 04.07.2012 and the said error

¹¹ Agreement for Development and Sale dated 06.05.2011 bearing Reg. No. PNJ-BK1-01262-2011, C.D.No. PNJD8 dated 06.05.2011;

¹² Deed of Rectification dated 30.06.2012¹² bearing Reg. No. PNJ-BK1-01811-2012, C.D.No. PNJD16 dated 04.07.2012;





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was rectified and the net development area was amended from 9395 sq.mts to 8939 sq.mts.

xiii. Thereafter vide Agreement for Development and Sale dated 02.05.2012¹³ bearing Reg.No. PNJ-BK1-01156-2012, Mr. Armando Gonsalves agreed to grant development rights on the said property to Emgee Housing Private Limited to develop residential apartments bearing the name "Emgee Anantam" on the said property for the purpose of sale prospective buyers with absolute authority to the Emgee Housing Private Limited, where it was agreed that Emgee Housing Private Limited, to retain for themselves all the sale proceeds thereof without any reference Mr. Armando Gonsalves, subject to the delivery of the commitments mentioned in the said Agreement for Development and Sale.

xiv. Thereafter vide Agreement for Development and Sale dated 05.07.2012¹⁴ bearing Reg. No. PNJ-BK1-01820-2012, C.D.No. PNJD16 dated 05.07.2012, Mr. Mudhit Madanlal Gupta agreed to grant development rights on the said

¹³ Agreement for Development and Sale dated 02.05.2012¹³ bearing Reg.No. PNJ-BK1-01156-2012;

¹⁴ Agreement for Development and Sale dated 05.07.2012¹⁴ bearing Reg. No. PNJ-BK1-01820-2012, C.D.No. PNJD16 dated 05.07.2012;





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property to Emgee Housing Private Limited to develop residential apartments bearing the name "Emgee Anantam" on the said property for the purpose of sale prospective buyers with absolute authority to the Emgee Housing Private Limited, where it was agreed that Emgee Housing Private Limited, to retain for themselves all the sale proceeds thereof without any reference Mr. Mudhit Madanlal Gupta, subject to the delivery of the commitments mentioned in the said Agreement for Development and Sale.

xv. It is seen that the following approvals, licenses and permissions have been issued in respect of the said property:-

- a. Conversion Sanad bearing Ref. No. CNV/TIS/29/93 dated 31.03.1994 issued by the Office of the Deputy Collector & S.D.O., Sub Division, Panaji, Goa in respect of an area of 29,539 Sq. Mts. of the said property;



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- b. Order dated 31.05.2006¹⁵, bearing Ref. No. NGPDA/ 346/504/06, order dated 27.10.2009¹⁶ bearing reference no NGPDA/346/1757/09, order dated 16.06.2010¹⁷ bearing reference no NGPDA/895/10, The North Goa Planning and Development Authority approved the plan and granted development permission for bearing the name “Emgee Anantam” on the said property;
- c. Letter dated 21.03.2007¹⁸, from the office of the Assistant Engineer Sub Div I, Div V(B-N) from the Public Works Department, Panaji Goa bearing Ref. No. PWD/DV(B-N)F.01 2006-07/SDI/1393;

¹⁵ Order dated 31.05.2006, bearing Ref. No. NGPDA/ 346/504/06 passed by The North Goa Planning and Development Authority;

¹⁶ Order dated 27.10.2009 bearing reference no NGPDA/346/1757/09 passed by The North Goa Planning and Development Authority;

¹⁷ Order dated 16.06.2010 bearing reference no NGPDA/895/10 passed by The North Goa Planning and Development Authority;

¹⁸ Public Works Department vide letter dated 21.03.2007¹⁸, from the office of the Assistant Engineer Sub Div I, Div V(B-N) PWD Panaji Goa bearing Ref. No. PWD/DV(B-N)F.01 2006-07/SDI/1393;





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- d. Letter dated 09.04.2007¹⁹ from the Electricity Department vide, from the office of Assistant Engineer, Elect Sub Div II, Div (U) PWD Panaji Goa bearing Ref. No. AE/SD/II/(U)/PNJ/06-07/TECH-46/71;
- e. Letter dated 01.09.2009²⁰, bearing Ref. No.5/4330/09-PCB/3855, The Goa State Pollution Control Board, granted consent to establish (NOC) for Development;
- f. Order dated 11.04.2008²¹, bearing Ref. No. 17-A/TIS/23/TCP-07-08/1520, the Office of the Town Planner, Town and Country Planning Department.

¹⁹ Electricity Department vide letter dated 09.04.2007¹⁹, from the office of Assistant Engineer, Elect Sub Div II, Div (U) Electricity Department, Panaji Goa bearing Ref. No. AE/SD/II/(U)/PNJ/06-07/TECH-46/71;

²⁰ letter dated 01.09.2009, bearing Ref. No.5/4330/09-PCB/3855, The Goa State Pollution Control Board

²¹ order dated 11.04.2008, bearing Ref. No. 17-A/TIS/23/TCP-07-08/1520, the Office of the Town Planner, Town and Country Planning Department





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- g. No Objection dated 29/03/07²² bearing Ref. No. UHCP/DHS/NOC/06-07/1912;
- h. Construction Licence dated 17.01.2014²³ bearing Ref No.VP/TLG/CONST.LIC/85/1314/2219 issued by the Village Panchayat of Taleigao in respect of the proposed construction of the said building i.e., bearing the name "Emgee Anantam" on the said property;
- i. Completion Certificate dated 21.03.2014 under Ref No.NGPDA/346/3221/2014 was issued by the North Goa Planning and Development Authority, Panaji, Goa;
- j. Occupancy Certificate dated 01.04.2014 under Ref No.VP/TLG/OCCUP.CERT/1/14-15/17 issued by the Village Panchayat of Taleigao.

²² No Objection Certificate for proposed construction Dated 29/03/07²² Ref. No. UHCP/DHS/NOC/06-07/1912 issued by the Directorate of Health

²³ Construction Licence dated 17.01.2014 bearing Ref No.VP/TLG/CONST.LIC/85/1314/2219.





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- xvi. It is thus borne out from the above that Emgee Housing Private Limited has completed the construction of Phase 1 Wing A to F and the A and B Wing of Phase 2 and has received the Occupancy Certificates for the same, however, the C, D and E Wing of Phase 2 and the A1, A2, A3 and A4 wing of Phase 3 are yet to be constructed.
- xvii. It transpires that certain disputes arose between Emgee Housing Private Limited and Armando Gonsalves on account of which Armando Gonsalves instituted Civil Suit No. 13/2021 before the Ad-hoc District Judge-2, FTC – II, North Goa, Panaji against Emgee Housing Private Limited & others for redressal of grievances and for other reliefs.
- xviii. Armando Gonsalves and Emgee Housing Private Limited entered into Terms Of Settlement filed on 30.12.2022, which was filed in the above civil suit and accordingly the said suit was decreed by consent terms on 30.12.2022.



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a) Opinion: –

This opinion of title is as of 10th September, 2024 and for the parties, to whom it is furnished, is not transferable, and may not be used by any other person or entity without the prior written consent of the undersigned. The undersigned assumes no responsibility if the same is used without such consent.

This Report of Title is based on legal examination of documents supplied and any additional information concerning the title which has come to my attention, subject only to the encumbrances, reservations, exceptions, defects, and as per the provisions of the Civil Code prevalent in the State of Goa.

i. Title: –

- a. It is observed that said property admeasuring 17,822 sq. mts., came to be acquired by Mr. Sadiq Sheikh and Mr. Armando Gonsalves by virtue of decree dated 29.07.1991 passed in Special Civil Suit bearing No. 182 of 1991 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'A' Court and Decree dated 20.05.1994 in Special Civil Suit No. 83 of 1994 before the Court of the Civil Judge Senior Division at Panaji, Goa,

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'A' Court, which was confirmed by Consent Decree dated 29.06.2010 filed in Regular Civil Suit No.72 of 1997 before the Court of the Civil Judge Senior Division at Panaji, Goa, 'B' Court (re-registered as Regular Civil Suit bearing No. 544 of 2000) before the Court of the Civil Judge Senior Division at Panaji, Goa, 'B' Court which consent decree is duly registered before the Sub Registrar of Tiswadi under Reg. No. PNJ-BK1-00284-2011 at Book -1, CD Number PNJD6 on 02/02/2011.

- b. That 456 sq.mts of the said property came to be acquired by Mr. Mudhit Madanlal Gupta vide Sale Deed dated 05.07.2010 bearing registration no. 2002, pages 538 to 553, Book No. 2, Vol 2246.
- c. That vide Agreement for Development and Sale dated 06.05.2011, Agreement for Development and Sale dated 02.05.2012 and Agreement for Development and Sale dated 02.05.2012, Mr. Sadiq Sheikh and his wife Mrs. Sadia Sheikh, Mr. Armando Gonsalves and Mr. Mudhit Madanlal Gupta have granted development rights on the said property to Emgee Housing Private Limited to develop residential apartments bearing the name "Emgee Anantam" on the said property.

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- d. Pursuant to execution of Terms of Settlement dated 30.12.2022 filed in the Civil Suit No. 13/2021 before the Ad-hoc District Judge-2, FTC – II, North Goa, Panaji, the said suit was decreed by consent terms on 30.12.2022 the disputes between Armando Gonsalves and Emgee Housing Private Limited have been resolved.
- e. The said property admeasuring 17,822 sq. mts., is jointly owned by Mr. Sadiq Sheikh, his wife Mrs. Sadia Sheikh, Mr. Armando Gonsalves and Mr. Mudhit Madanlal Gupta who have conferred development rights in respect thereof upon Emgee Housing Private Limited.
- f. That Emgee Housing Private Limited has completed the construction of Phase 1 Wing A to F and the A and B Wing of Phase 2 and has received the Occupancy Certificates for the same. However, the C, D and E Wing of Phase 2 and the A1, A2, A3 and A4 wing of Phase 3 are to be constructed.
- g. It is therefore opined that Mr. Sadiq Sheikh and his wife Mrs. Sadia Sheikh, Mr. Armando Gonsalves and Mr. Mudhit Madanlal Gupta

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possess valid clear and marketable title in respect of the said property
admeasuring 17,822 sq. mts.

- h. It is further opined that Emgee Housing Private Limited subsisting
possesses the development rights in respect of the said property
admeasuring 17,822 sq. mts. subject to confirmation by Mr. Sadiq Sheikh
and his wife Mrs. Sadia Sheikh, Mr. Armando Gonsalves and Mr. Mudhit
Madanlal Gupta.

a) General: –

- a) This opinion is issued on the basis of the documents as mentioned hereinabove
and we have no obligation to update the opinion with any information or replies
or documents received by us beyond this date.
- b) Unless specifically stated otherwise, we have not inspected or perused the
original documents in respect of the said Property.

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- c) We are not qualified to and have not independently verified the area of the said Property. We have referred to and retained the admeasurements in Sq. Mts., as we have found them in various documents.
- d) For the purpose of this Title Opinion, we have assumed: –
- i. The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
 - ii. That there have been no amendments or changes to the documents examined by us.
 - iii. The accuracy and completeness of all the factual representations made in the documents.
 - iv. That all prior documents have been adequately stamped and duly registered.

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- v. Any statements in the documents, authorization or any opinions or confirmations relied upon by us for issuance of this title opinion is correct and otherwise genuine.
 - vi. Each document binds the parties intended to be bound thereby.
 - vii. Copies provided to us are accurate copies of originals.
- e) For the purposes of this opinion, we have relied upon information relating to:
- i. All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - ii. Boundaries on the basis of the documents provided to us by the clients.
- f) For the purposes of this opinion, we have relied upon:
- i. Copies of documents where original documents of title were not available.

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- ii. For the purpose of this opinion, we have relied upon information relating to lineage, on the basis of revenue records and information provided to us by you.
- iii. We are not certifying the boundaries of the said Property nor are we qualified to express our opinion on physical identification of the said Property. We also do not express our opinion on matters related to actual physical use of the said Property.
- iv. We have not verified issues relating to acquisition and / or reservation of the said Property or any portion thereof by Governmental Authorities.
- v. We are not authorized or qualified to express an opinion relating to plan permissions, approval or development potential of the said Property.
- vi. An opinion, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.

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- vii. Even though this document is titled "Title Report" it is in fact an opinion based on the documents perused by us. The Title Report has been so given at the request of the client to whom it is addressed.
- viii. This opinion is limited to the matters pertaining to Indian Law (as on the date of this opinion) alone and we express no opinion on laws of any other jurisdiction.
- g) This opinion is addressed to Emgee Housing Private Limited. This opinion may not be disclosed, furnished, quoted or relied on by any other person or entity, for any purpose without our prior written consent. It may however be disclosed or furnished as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.

Dated this 10th September, 2024.

Yours sincerely,


(Raunaq Rao, Advocate)

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