

REPORT OF TITLE AND SCRUTINY OF DOCUMENTS.

NEELESH ANANT TAKKEKAR

ADVOCATE

Chambers:AL-6, Alfran Plaza, 4th Floor, M.G. Road, Panaji

– Goa.

Name:- M/s. Goan Real Estate and Construction Pvt. Ltd.
Having its office at D.B. House, Yashodhan, Gen. A.K.
Vaidya Marg, Goregaon (E), Mumbai- 400063

Description:- Independent Report on title and scrutiny of
document handed over by Shri. Pravin Fernandes C/o. M/s.
Goan Real Estate and Construction Pvt. Ltd.

PART – I

I. PRELIMINARY:

1a.) The present subject matter of this report concerns a plot of land which is identified as Plot – B admeasuring an area of 3866 sq. mts which forms a part of larger immovable property which is known as “METADADE ULTIMA ADICAO DE PORSEM BHAT” situated at Village Bambolim, and presently surveyed under Survey No. 101/3 of Village Bambolim, which totally admeasures an area of 5775 square meters which is described in the Land Registration Records of Ilhas, Panaji under No. 6006, folio 72 of Book B - 16

(NEW) and enrolled in the Taluka Revenue Office for Matriz No. 137 located within the jurisdiction of village Panchayat of Curca Bambolim of Tiswadi Taluka, North Goa District, State of Goa.

Ib.) Further upon reference to the above- mentioned landed property which is surveyed under Survey no. 101/3 Village Bambolim, admeasuring 5775 square meters which is described in the Land Registration Records of Ilhas, Panaji under No. 6006, folio 72 of Book B - 16 (NEW) and enrolled in the Taluka Revenue Office for Matriz No. 137 located within the jurisdiction of village Panchayat of Curca Bambolim of Tiswadi Taluka, North Goa District, State of Goa, an examination is done on the aspect of origin of property and its final devolution of title qua the said property which shall be herein after referred to as "Said Property" and more particularly described under the heading "IV. Description of Property"

II. METHODOLOGY FOR PREPARING THE REPORT:

The present report has been prepared by scrutinizing the documents relating to title which has been provided and procured from Government/semi-government and statutory authorities within the State of Goa. The validity of documents are determined viz-a-viz the laws applicable as on date of preparing the report.

III. SHORT TITLES AND DEFINITIONS:

- i.) Owner of the subject property shall mean M/s. Goan Real Estate and Construction Pvt. Ltd where ever the context shall require;
- ii.) Subject/Said property: Shall mean Plot B which forms a part of the larger landed property which as per Land Registration records during the Portuguese regime was denominated as "METADADE ULTIMA ADICAO DE PORSEM BHAT" which is situated in the village

Bambolim, in Taluka Tiswadi of North District in the State of Goa. The said property has an area of 3866 sq. mts. which forms a part of the larger property admeasuring an area of 5775 as per the survey records available.

IV. DESCRIPTION OF LANDED PROPERTIES:

The original landed property comprises of a holding which is identified as follow:

- A) "METADADE ULTIMA ADICAO DE PORSEM BHAT" which is situated in the village Bambolim, in Tiswadi Taluka, within the jurisdiction of Village Panchayat of Curca, Bambolim, admeasuring 5775 square meters which is described in the Land Registration Records of Ilhas, Panaji under No. 6006, folio 72 of Book B - 16 (NEW) and enrolled in the Taluka Revenue Office for Matriz No. 137 located within the jurisdiction Tiswadi Taluka, North Goa District, State of Goa and the same is described to be bounded as follow;

9

East :- By a hill and spring

West :- By properties belonging to Mr. Visvonata

Porobo Sinary of Ribander

North :- By road that goes from the demolished church of the Parish of Bambolim

South :- By drain

This property shall be herein referred to as the said property.

Remark: The above description of the landed property is given on the basis of Deed of sale dated 12/06/2023 bearing Registration No. PNJ-1-1705-2023

V. ORIGIN OF THE PROPERTY AND FLOW OF TITLE

1959

V.a) It is seen that the Subject property was originally owned by Mr. Gregorio Gaspar do Rego and his wife Maria Mafalda de Souza e Rego who had purchased the same from

Ana Regina Piedade Fernandes widow of Marcos Vicente Fernandes, Albina Fernandes and her husband Manuel Gregorio Dias, Jose Fernandes and his wife Maria Josefa Fernandes, Maria Victoria Fernandes and her husband Rosario Periera and Esmeralda Fernandes; pursuant to a deed of sale with discharges executed between the parties in furtherance of which the name of said Mr. Gregorio Gaspar do Rego and his wife Maria Mafalda de Souza e Rego was inscribed in the inscription certificate under No. 24261 at Sr. No. 3 dated 05/08/1959 with respect to the property described under No. 6006 at Pages 72 overleaf of Book B – 16 (New) which is identified as “METADADE ULTIMA ADICAO DE PORSEM BHAT” which is situated Village Bambolim, admeasuring 5775 square meters which is described in the Land Registration Records of Ilhas, Panaji under No. 6006, folio 72 of Book B - 16 (NEW) and enrolled in the Taluka Revenue Office for Matriz No. 137 located within the jurisdiction of village Panchayat of Curca Bambolim of Tiswadi Taluka, North Goa District, State of Goa.



Remark: The above statement is made on the basis of translation in English of the Portugues document i.e. the Inscription and Description.

1995

V.b) It is seen that the said Mr. Gregorio Gaspar do Rego and his wife Maria Mafalda de Souza e Rego, have passed away leaving behind their sole and universal legal heir who is identified as Ms. Matilda Milagrine Josefina Finiana De Rego who succeeded to the estate left behind by her deceased parents. The said statements are based on the succession certificate which has been furnished to me, dated 28/04/1995 drawn up in the office of Notary Public ex – Officio of the Judicial Division of Ilhas. In the said deed of declaration and succession it was declared that Mr. Gregorio Gaspar do Rego and his wife Maria Mafalda de Souza e Rego passed away on 12/05/1973 and 02/05/1993 respectively leaving behind as their sole and universal heir their only daughter Ms. Matilda Milagrine Josefina Finiana De Rego.

②

Remark: The above statement is made on the basis of perusing the deed of Declaration and Succession dated 28/04/1995 drawn in Book No. 651 at page 89 onwards in Reg No. 142 in the Office of the Civil Registrar Cum Sub Registrar and Notary Ex – Officio, Panaji- Goa.

- ❖ It is pertinent to note that the name of Ms. Matilda Milagrine Josefina Finiana De Rego was duly recorded in for I & XIV as the sole occupant with respect to the said property. Therefore Ms. Matilda Milagrine Josefina Finiana De Rego was shown as the sole owner of the said property. However, the name of one Mr. Oswaldo Urbano Jose Antonio Gabriel D'Souza is seen reflected in the other rights column as a care taker.

1997

V.c) Mr. Oswaldo Urbano Jose Antonio Gabriel D'Souza whose name is reflecting Form I and XIV of the said survey number moved an application for declaration of tenancy and purchase before the Court of Joint Mamlatdar of Tiswadi, Panaji thereby claiming tenancy rights in the said property.

②

The said application was registered as Case No. TNC/jm-1/Bambolim/50/97

V.d) However the said application for declaration of Tenancy and Purchase was dismissed by the Court of Joint Mamlatdar – I of Tiswadi, Panaji in the year 2001 passed in Case No. TNC/jm-1/Bambolim/50/97 and it is seen that an appeal filed against the said Order has also been dismissed and the details thereof are adverted herein below.

1999

V.e) The said property which is described as “METADADE ULTIMA ADICAO DE PORSEM BHAT” was thereafter agreed to be sold in favour of Mr. Francisco Tomas Fortunate Braganza. This agreement for sale was not registered before the Sub Registrar of Tiswadi Taluka.

Remark: The above statement is made on the basis of perusing the copy of an agreement to sale dated 07/03/1999



2001

V.f) An appeal was filed by Mr. Oswaldo Urbano Jose Antonio Gabriel D'Souza against the Order of the Mamlatdar of Tiswadi dated 19/01/2001. The said appeal bearing No. TNC/DYCL/APPL/31/2001 filed before the Deputy Collector was dismissed vide Judgment and Order dated 16/03/2006.

Remark: The above statement is made on the basis of statements made in the Deed of Sale dated 12/06/2023 and a copy of said judgment passed in the above matter needs to be obtained to verify the said fact.

2006

V.g) Mr. Oswaldo Urbano Jose Antonio Gabriel D'Souza filed a revision application against the Order of the Deputy Collector dated 16/03/2006 which came to be registered as TNC/REV/24/2006 before the Administrative Tribunal of Goa. Mr. Oswald later withdrew the said revision petition vide his application dated 03/05/2007

②

V.h) Ms. Matilda Milagrine Josefina Finiana De Rego filed a civil suit against Mr. Oswald Urbano Jose Gabriel D'Souza which came to be registered as Regular Civil Suit bearing No. 90/2006/C. The said civil suit was accompanied with an application for temporary injunction seeking to prevent Mr. Oswald from trespassing into the larger property and interfering with the possession. Vide Judgment and Order dated 28/12/2006 the Hon'ble Civil Judge Junior Division allowed the application for temporary injunction. The said matter came to be dismissed on 16/05/2009 for non-prosecution/no appearance.

Remark: The status of this Civil Suit needs to be ascertained.

V.i) Ms. Matilda Milagrine Josefina Finiana De Rego executed an irrevocable power of attorney dated 19/07/2006 appointing Jeronimo D'Cunha as her duly constituted attorney to do all the acts with respect to the



said property known as “METADADE ULTIMA ADICAO DE PORSEM BHAT”.

V.j) Ms. Matilda Milagrine Josefina Finiana De Rego entered into an agreement to sale dated 22/04/2006, with respect to the said property with one Mr. Jerome D’Cunha to sell/convey to him the said property known as “METADADE ULTIMA ADICAO DE PORSEM BHAT” for a consideration of Rs. 1,15,00,000/- upon changing the land zone from orchard zone to settlement land for conversion and development purpose; pursuant to which the said individual became entitled to the lawful occupation of the said property. The said agreement was executed before the Notary Public Adv. Wilfred A.F. Boadita under registration No. 3956/2006 dated 22/04/2006

It is mentioned in the Deed of Sale dated 27/05/2014, that since no clear access to the said property was made available and as the name of Mr. Oswald Urbani Jose Gabriel D’Souza was reflecting in Other Rights Column of Form I & XIV and as the zoning of the property had

9

not been changed, the said deed of agreement 22/04/2006 was not followed up by a deed of sale.

Remark: The above statement is made by perusing the copy of an agreement to sale dated 22/04/2006 and copy of deed of sale dated 27/05/2014

2007

V.k) Ms. Matilda Milagrine Josefina Finiana De Rego executed a memorandum of understanding with respect to the said property in the year 2007

The memorandum of understanding dated 19/04/2007 was executed between Ms. Matilda Milagrine Josefina Finiana De Rego through her duly constituted power of attorney Mr. Jeronimo D'Cunha and Mr. Vilas Parmar by which understanding it was agreed to sell and develop the said subject property to the proposed purchaser i.e. Mr. Vilas Parmar for a consideration of Rs. 6,00,00,000/- subject to certain terms and conditions such as clearing the title of the property by Ms. Matilda Milagrine Josefina Finiana De Rego

by obtaining no objection from Mr. Oswaldo Urbano Jose Antonio Gabriel D'Souza (caretaker).

It is mentioned in the Deed of Sale dated 27/05/2014, that since the terms and conditions of the said MOU dated 19/04/2007 were not fulfilled the same was cancelled by mutual agreement.

Remark: A copy of this cancellation deed needs to be obtained and checked to verify the said statements.

V.I) Vide Agreement dated 02/05/2007 executed between Ms. Matilda Milagrine Josefina Finiana De Rego and Mr. Oswaldo Urbano Jose Antonio Gabriel D'Souza, the said Mr. Oswaldo D'Souza (caretaker) agreed that he has no title, claim or any interest with respect to the property known as "METADADE ULTIMA ADICAO DE PORSEM BHAT". This agreement was executed to come to an understanding and to avoid the mental tension and agony caused at the instance of the prolonged litigation between the two afore referred parties. Ms. Matilda Milagrine Josefina Finiana De Rego paid Rs. 35,00,000/- as consideration towards this

9

understanding to Mr. Oswaldo Urbano Jose Antonio Gabriel D'Souza.

2008

V.m) In furtherance of power of attorney dated 19/07/2006, Ms. Matilda Milagrine Josefina Finiana De Rego executed another irrevocable power of attorney giving additional powers to Jeronimo D'Cunha as her duly constituted attorney to further sub delegate the power vested in him to any other person with respect to the said property known as "METADADE ULTIMA ADICAO DE PORSEM BHAT".

2011

V.n) Mrs. Vinita Braganza and her husband Mr. Francisco Braganza entered into an agreement dated 07/10/2011 with one Mr. Ladislau Gonsalves and Lydia Rosario. It was agreed between the parties that a sale deed would be executed in terms of the agreement dated 07/03/1999

P

It was further agreed that the said parties would jointly sell the property known as “METADADE ULTIMA ADICAO DE PORSEM BHAT” and share the profits equally by reserving 40% of the sale proceeds and sharing the remaining 60% equally i.e. 20% each which will be the net profit.

V.o) Ms. Matilda Milagrine Josefina Finiana De Rego sold the subject property to Mrs. Vinita Braganza vide deed of sale dated 10/11/2011 executed before the sub registrar of Ilhas and registered in Book-I document, bearing registration No. PNJ-BK1-02987-2011, CD Number PNJD11 on 10/11/2011.

In the consent terms filed by the parties in RCS No. 41/2014/E and which is confirmed vide Judgment and Order dated 30/03/2023 the said deed of sale has been held to be valid, subsisting between the said parties.

2012



➤ On account of the multiple Agreements and Sale Deeds executed by the owner of the subject property Ms. Matilda Milagrine Josefina Finiana De Rego, with respect to the same property, there arose disputes in respect of the same and multiple Civil as well as Criminal Proceedings came to be instituted by different parties.

V.p) Mr. Jerome D'Cunha filed a private criminal complaint before the Judicial Magistrate First Class at Panaji bearing case No. IPC/129/2012/D under section 190(A) of C.R.P.C. read with section 193 and 465 of I.P.C. against Ms. Matilda Milagrine Josefina Finiana De Rego and Francisco Braganca.

V.q) Mr. Jerome D'Cunha instituted a Civil Suit No. 10/2012 against Ms. Matilda Milagrine Josefina Finiana De Rego, Mrs. Vinita Braganza, Mr. Francisco Braganza, State of Goa and the Mamlatdar of Tiswadi. The above-mentioned suit was filed seeking cancellation of Deed of Sale and permanent injunction along with an application for

temporary injunction. The Hon'ble Court taking into consideration the agreement dated 22/04/2006 passed an ex-parte order by which it allowed the application for Temporary injunction and directed the Defendants not to dispossess the Plaintiff from the subject property and not to dispose the said property.

Vide Order dated 30/10/2012, the Hon'ble Court stayed the execution of Order dismissing the application for Temporary Injunction and vacating the ex – parte relief for a period of 3 weeks.

2014

V.r) A Deed of Sale dated 27/05/2014 was executed between Ms. Matilda Milagrine Josefina Finiana De Rego through her duly constituted power of Attorney Mr. Jeronimo D'Cunha, who in turn appointed Mr. Vilas Parmar and Smt. Harsha Parmar where Mr. Vilas Parmar was the confirming party. Vide Deed of Sale dated 07/05/2014, Ms. Matilda Milagrine Josefina Finiana De Rego sold the subject property to Smt. Harsha Parmar.



V.s) Mr. Jerome D'Cunha filed a Regular Civil Suit bearing No. 41/2014/E before the Civil Judge Junior Division at Panaji – Goa against Ms. Matilda Milagrine Josefina Finiana De Rego, Mrs. Vinita Braganza and Mr. Francisco Braganza.

V.t) The above-mentioned suit bearing No. RCS/41/2014/E was disposed in view of the Consent terms dated 08/03/2023 that were signed between the parties. The Hon'ble Court passed a Judgment and Decree adjudging the sale deed dated 27/05/2014 as null and void and consequently cancelled.

V.u) Mrs. Vinita Braganza had filed a Regular Civil Suit No. 41/2014/E before the Civil Judge Junior Division at Panaji Goa against Ms. Matilda Milagrine Josefina Finiana De Rego. The above-mentioned suit bearing No. RCS/41/2014/E was disposed in view of the Consent terms that were signed between the parties. The Hon'ble Court passed a Judgment and Decree adjudging the sale deed



dated 27/05/2014 as null and void and consequently cancelled the said deed.

2016

V.v) Mrs. Vinita Braganza had filed a contempt petition bearing No. 41/2016/D before the Civil Judge Junior Division at Panaji Goa against Mr. Jerome D'Cunha, Mr. Vilas Parmar and Mrs. Harsha Parmar.

2018

V.w) Mrs. Vinita Braganza and Francisco Braganza filed a Regular Civil Suit No. 66/2018/D before the Civil Judge Senior Division at Panaji against Ms. Matilda Milagrine Josefina Finiana De Rego, Mr. Vilas Parmar and Mrs. Harsha Parmar for perpetual and mandatory injunction under section 38 and 39 of the Specific Relief Act, 1963

2023

9

V.x) Vide Judgment and Order dated 24/05/2023 the said deed of sale is held to be deemed to be for the benefit of Mrs. Vinita Braganca and her husband Francisco Braganca jointly in ratio of 50% each.

All the other agreements, sale deeds, memorandum of understanding etc. including agreement for sale dated 07/03/1999, agreement for sale dated 22/04/2006, memorandum of understanding dated 19/04/2007 and sale deed dated 27/05/2014 were declared as null and void.

V.y) An agreement for sale dated 03/02/2023 was executed with respect to the subject property. The parties to the said agreement were Mrs. Vinita Braganza and her husband Mr. Francisco Braganza as the Vendors and M/s. Goan Real Estate and Construction Pvt. Ltd., Mr. Laxmikant Vasudev Sinari, Mr. Vasudev Laxmikant Sinari, Mrs. Niketa Vasudev Sinari, Mr. Paresh Laxmikant Sinari, Mrs. Siddhi Paresh Sinari, Mr. Suresh Vasudev Sinari and Mrs. Shobha Suresh Sinari as Pruchasers; And Mr. Jeronimo D'Cunha, Ms.



Matilda Milagrine Josefina Finiana De Rego and Mr. Vilas Parmar and Smt. Harsha Parmar as confirming parties.

It was agreed that the afore referred parties would enter into a deed of sale within a period of 30 days from the date of signing of the present agreement.

- The purchasers of the said agreement dated 03/02/2023 on account of a property dispute were contesting a Regular Civil Suit bearing No. 151/2010/D.
- Thus, in view of the property dispute and to settle the same had jointly resolved to purchase the subject property admeasuring 5775 sq. mts. out of that allot an area of 1909 sq. mts to the Purchasers No. 2-8 and allot the balance area of 3866 sq. mts to the Purchaser No.1
- Accordingly consent terms were filed in RCS/151/2010/D.



VI.z) Vide Deed of Sale dated 12/06/2023 Mrs. Vinita Braganza and Mr. Francisco Braganza (Vendors) sold the subject property to M/s. Goan Estate and Construction Pvt. Ltd., Mr. Laxmikant Vasudev Sinari, Mr. Vasudev Laxmikant Sinari, Mrs. Niketa Vasudev Sinari, Mr. Paresh Laxmikant Sinari, Mrs. Siddhi Paresh Sinari, Mr. Suresh Vasudev Sinari and Mrs. Shobha Suresh Sinari as (Purchasers); wherein Mr. Jeronimo D'Cunha, Ms. Matilda Milagrine Josefina Finiana De Rego and Mr. Vilas Parmar and Smt. Harsha Parmar were the confirming parties.

Remark: In terms of the said deed of sale the larger property has been bifurcated/divided into 2 plots which are identified as Plot A and Plot B wherein Plot B has been conveyed in favour of M/s. Goan Real Estate and Construction Pvt. Ltd. Which admeasures an area of 3866 Sq. Mts.

VI. CONCLUSION/FINDINGS:

②

VI.a) After considering the facts which are narrated herein above sequence wise, I have come to the following conclusion.

- i. The origin and history of the subject landed property which as per Land Registration records during the Portuguese regime was denominated as immovable property consisting of coconut grove known as "METADADE ULTIMA ADICAO DE PORSEM BHAT" situated at Bambolim, survey under Survey No. 101/3 of Village Bambolim, admeasuring 5775 square meters which is described in the Land Registration Records of Ilhas, Panaji under No. 6006, folio 72 of Book B - 16 (NEW) and enrolled in the Taluka Revenue Office for Matriz No. 137 located within the jurisdiction of village Panchayat of Curca Bambolim of Tiswadi Taluka, North Goa District, State of Goa.



ii. The Subject property was originally owned by owned by Mr. Gregorio Gaspar do Rego and his wife Maria Mafalda de Souza e Rego who had purchased the same from Ana Regina Piedade Fernandes widow of Marcos Vicente Fernandes, Albina Fernandes and her husband Manuel Gregorio Dias, Jose Fernandes and his wife Maria Josefa Fernandes, Maria Victoria Fernandes and her husband Rosario Periera and Esmeralda Fernandes; pursuant to a deed of sale with discharges executed between the parties and pursuant to which the name of said Mr. Gregorio Gaspar do Rego and his wife Maria Mafalda de Souza e Rego were inscribed in the inscription certificate under No. 193 of Book G37 with respect to the property described under No. 6006, folio 72 of Book B - 16 (NEW) and enrolled in the Taluka Revenue Office for Matriz No. 137

②

located within the jurisdiction of village Panchayat of Curca Bambolim of Tiswadi Taluka, North Goa District, State of Goa.

Thus upon scrutinizing the documents and based on the narration given herein above, I am of the considered opinion that the flow of title in respect of the landed property which is known as "METADADE ULTIMA ADICAO DE PORSEM BHAT" situated at Bambolim, survey under Survey No. 101/3 of Village Bambolim, admeasuring 5775 square meters which is described in the Land Registration Records of Ilhas, Panaji under No. 6006, folio 72 of Book B - 16 (NEW) and enrolled in the Taluka Revenue Office for Matríz No. 137 located within the jurisdiction of village Panchayat of Curca Bambolim of Tiswadi Taluka, North Goa District, State of Goa, has been very clearly established.

I am further of the opinion that the ownership of M/s. Goan Real Estate and Construction Pvt. Ltd. With respect to Plot B admeasuring 3866 Sq. Mts. falling within the land bearing



survey No. 101/3 of Village Bambolim has been clearly established and the said company is having a clear and marketable title with respect to the said property. The documents listed herein below establish the flow of title from its original owner to the present owner M/s. Goan Real Estate and Construction Pvt. Ltd. who is in legal occupation and enjoying the property as a title holder.

VII. Zoning Certificate: - It is seen that vide communication dated 09/08/2023 bearing Reference No. TIS/1/2/ZON/2935/BAM/TCP/2023/1490 the Department of Town and Country Planning has identified the property as Settlement Zone.

VIII. TECHNICAL CLEARANCES:

VIII.a.) M/s. Goan Real Estate and Construction Pvt Ltd. has obtained Technical Clearance Order vide communication dated 14/03/2024 bearing reference No. TIS/1076/BAM/TCP/2024/151 wherein the office of



Town Planner, Town and Country Planning Department has granted Technical Clearance for carrying out the Amalgamation of plots and proposed construction of Residential/commercial building, swimming pool and compound wall as per the plans approved with respect to properties bearing survey Nos. 101/1 and 101/3 upon following the conditions mentioned in the said order.

VIII.b.) The present owner has also obtained NOC from Sanitary point of view from the directorate of Health Services vide communication dated 22/03/2024 bearing reference no. DHS092400820 for proposed construction in the property bearing survey No. 101/1 and 101/3 of Village Bambolim.

VIII.c.) A construction license has been obtained from the office of Village Panchayat of Curca, Bambolim and Talaulim vide communication dated 17/05/2024 bearing reference no. VP/CBT/2024-25/Const/273 which grants License for amalgamation of plots and for proposed construction of Residential/commercial



building, swimming pool and compound wall as per the plans approved with respect to properties bearing survey Nos. 101/1 and 101/3 upon following the conditions mentioned in the said communication.

***IX. REPORT ON SURVEY RECORDS
PERTAINING TO THE SUBJECT
PROPERTY:***

- a.) The recent survey records viz. Form – I & XIV needs to be obtained to know the exact position of the records. From what has been provided it appears that there is an entry with respect to the name of a caretaker who is identified as Oswaldo Urbano Jose Antonio Gabriel D'Souza.

Remark: In my considered opinion this entry should not be fatal as the said individual has accepted compensation from Ms. Matilda Milagrine Josefina



Finiana De Rego Vide Agreement dated
02/05/2007

- b.) The Form I and XIV in respect of the property bearing Sy. No. 101/3 of Bambolim reflects the name of present owner in occupants colum.
- c.) Nil Certificate of Encumbrance in respect of the Property surveyed under 101/3 needs to be obtained to check if there are any encumbrances on the said property.

X. SUGGESTIONS:

NIL

Exceptions:

- The report is prepared based on the documents submitted the list whereof is enclosed herewith.



- In case any clarification is required to any part of this report the same should be availed within a reasonable time.

Disclaimers and limitations:

- a.) ARCHITECTURAL ASPECT: Kindly take note that there are no advises/opinion offered on any architectural aspects, the report does not cover any architectural due diligence or review on any aspects in respect of the said Land as the same are within the domain of an architect / surveyor. It is advisable to appoint an independent architect and carry out the architectural due diligence in respect of the said Land to ascertain the FSI used or intended to be used on the said Land, whether the said Land is affected by any reservation or road set back or land acquisition proceedings, whether the development being carried out on the said

Land is in accordance with the applicable Development Control Regulations and other applicable laws and regulations. The Client is also requested to examine the building permissions, approvals, clearances (including zoning permissions, ULC permission, sub-division order, environmental clearances, commencement certificate etc.) obtained / to be obtained in respect of the project to be constructed on the Land through an independent Architect.

- b.) LITIGATION : Verification of subsisting litigation in respect of properties is often difficult on account of various reasons including that (i) such litigation can be instituted in different forums depending on the reliefs sought; (ii) litigation records maintained by Courts and other authorities (judicial or otherwise) are



neither updated nor maintained descriptively and are also not easily available / accessible; (iii) no registers are maintained in respect of matters referred to arbitration.

c.) ASSUMPTIONS AND DISCLAIMERS :

(i) I have relied upon the Title documents submitted to me by you and you therefore requested to independently refer and verify the Originals of documents which are referred in the present report.

(ii) To the extent that this Report contains or refers to reports, memoranda, lists, information, opinions or advice from any other person, that person remains exclusively responsible for the contents of such reports,

P

memoranda, lists, information,
opinions or advice;

- (iii) This Report is issued for the sole use of the Client and without my consent it is not to be referred to and relied upon by any other person whomsoever. The contents of this Report are confidential. Neither this Report or the Title Report nor any of its contents shall be copied, quoted, disclosed, referred to in any document or given to any third party, in whole or in part, other than by the Client, its professional advisors, officers and employees, without our express written consent. We accept no responsibility or legal liability to any person other than to the Client in relation to the contents

of this Report or the Title Report even if this Report or the Title Report has been disclosed with our consent;

- (iv) The maximum aggregate liability to the Client arising from or in relation to this Report (in contract, tort, negligence or otherwise howsoever arising) shall not in any circumstances exceed the professional fee payable to us for this specific mandate

Given under my hand on this 18th day of the Month May of year 2024 at Panaji – Goa.

Drafted and prepared by

NEELESH A.
TAKKEKAR
ADVOCATE

XI.LIST OF DOCUMENTS PERUSED:

1. Deed of Sale with Discharge dated 25-05-1959
2. inscription and description with translation
3. Deed of Declaration and succession dated 28-04-1995
4. Agreement for Sale dated 07-03-1999
5. Irrevocable Power of Attorney dated 19-07-2006
6. Agreement for Sale dated 22-04-2006
7. MOU dated 19-04-2007
8. Agreement dated 02-05-2007
9. Irrevocable Power of Attorney dated 26-07-2008
10. Agreement /MOU dated 07-10-2011
11. Civil Suit No.10/12
12. Deed of Sale dated 27-05-2014
13. Power of Attorney of Vinita Braganca
14. Power of Attorney of Sinari family
15. Agreement for sale dated 03-02-2023
16. Order dated 08/03/2024 in CMA No. 66/2018/D
17. Order dated 08/03/2024 in CMA No. 41/2016/o
18. Judgement and order in RSC No. 91/2012/D
19. Complaint and order dated 08-03-2023
20. Judgement in RSC 41/2014/E

REPORT OF TITLE AND SCRUTINY OF DOCUMENTS.

NEELESH ANANT TAKKEKAR

ADVOCATE

Chambers:AL-6, Alfran Plaza, 4th Floor, M.G. Road, Panaji

- Goa.

Name:- M/s. Goan Real Estate and Construction Pvt. Ltd.
Having its office at D.B. House, Yashodhan, Gen. A.K.
Vaidya Marg, Goregaon (E), Mumbai- 400063

Description:- Independent Report on title and scrutiny of
document handed over by Shri. Pravin Fernandes C/o. M/s.
Goan Real Estate and Construction Pvt. Ltd.

PART – I

I. PRELIMINARY:

Ia.) The present subject matter of this report concerns a plot
of land which forms a part of the larger property which is
identified and described as follows:

A.) All that Plot admeasuring an area of 970 sq. mts.
which forms a part of the larger property admeasuring
an area of 2125 sq. mts. which is surveyed under No.
101/1 of Village Bambolim, Taluka Tiswadi – Goa
which is known and identified as “PALMGROVE
VELANCHEM BHAT and NEW PLANTATION AT

SEA SHORE” which is described as a whole under No. 1895 of Book B – 5 (New) and is described in the Revenue Matriz Predial under No. 117, 157 and 158 which is surveyed under Sy. No. 101/1 amongst other survey numbers.

Ib.) Further upon reference to the above- mentioned landed property admeasuring an area of 970 sq. mts. which forms a part of the larger property admeasuring an area of 2125 sq. mts. which is surveyed under No. 101/1 of Village Bambolim, which is known and identified as “PALMGROVE VELANCHEM BHAT and NEW PLANTATION AT SEA SHORE” which is described as a whole under No. 1895 of Book B – 5 (New) and is described in the Revenue Matriz Predial under No. 117, 157 and 158 which is surveyed under Sy. No. 101/1 amongst other survey numbers; an examination is done on the aspect of origin of the property and its final devolution of title qua the said property which shall be herein after referred to as “Said Property” and more particularly described under the heading “IV. Description of Properties”

II. METHODOLOGY FOR PREPARING THE REPORT:

The present report has been prepared by scrutinizing the documents relating to title which has been provided and procured from Government/semi-government and statutory authorities within the State of Goa. The validity of documents are determined viz-a-viz the laws applicable as on date of preparing the report.

III. SHORT TITLES AND DEFINITIONS:

- i.) Owner of the subject property shall mean M/s. Goan Real Estate and Construction Pvt. Ltd where ever the context shall require;
- ii.) Subject/Said property: Shall mean Land admeasuring an area of 970 sq. mts. which forms a part of the larger property admeasuring an area of 2125 sq. mts. which is surveyed under No. 101/1 of Village Bambolim, which is known and identified as "PALMGROVE VELANCHEM

BHAT and NEW PLANTATION AT SEA SHORE” which is described as a whole under No. 1895 of Book B – 5 (New) and is described in the Revenue Matriz Predial under No. 117, 157 and 158 which is surveyed under Sy. No. 101/1 amongst other survey numbers

IV. DESCRIPTION OF LANDED PROPERTY:

ALL THAT Land admeasuring an area of 970 sq. mts. which forms a part of the larger property admeasuring an area of 2125 sq. mts. which is surveyed under No. 101/1 of Village Bambolim, which is known and identified as “PALMGROVE VELANCHEM BHAT and NEW PLANTATION AT SEA SHORE” which is described as a whole under No. 1895 of Book B – 5 (New) and is described in the Revenue Matriz Predial under No. 117, 157 and 158 which is surveyed under Sy. No. 101/1 amongst other survey numbers and which is bounded as follows:

North: By River Zuari.

South: By Palmgrove of Balcusta Sinai Dando and Hill of Comunidade of Bambolim.

East: By Palmgrove of Father Gonsalves de Nazareth and Others.

West: By High Seas.

**V. ORIGIN OF THE PROPERTY AND FLOW OF
TITLE**

V.a.) It is noticed that the larger property is registered with the Land Registration Office of Ilhas, Taluka Tiswadi as there is a mention of registration number 1895 of Book B – 5 (New) since the document was un-available for scrutiny I unable to comment on the same and if possible the said document should be obtained from archives to understand the nature of rights conferred on the erstwhile owner.

Remark: Even though the said document is not available the same would not affect the title as this document would be relied upon by me only to ascertain the flow of rights from the original owner unto the subsequent title holder.

Similarly the Matriz certificate in respect of the subject land has been identified and the same should also be made available.

1980

Vb.) I have further come across that there was a deed of partition executed between the family of Sinari's wherein their immovable assets came to be partitioned vide deed of partition dated 22-05-80 registered under No. 464 at pages 338 to 353 of Book No. 1 Volume No. 159 dated. 26-11-80 which was executed before the sub Registrar, Ilhas at Panaji, which sub divided the properties surveyed under Nos. 11/1, 12/1, 96/1, 99/2, 100/1 and 101/1 into 15 plots out of which 8 plots namely plots Nos. 2; 4; 6; 8; 9; 10; 12; and 15 were allotted to the following individuals namely (1) Smt. Kussum Anant Sinari, daughter of Narayan Mhambre, aged about 51 years, residing at Khernagar, Bandra, Bombay, (2) Shri. Sripad Anant Sinari, aged about 17 years, residing at Bombay, represented in this act by his guardian Shri. Shyamsunder Sripad Sinari, (3) Shri. Shyamsunder Sripad Sinari alias Shyam Sinari, son of late Shri. Sripad Porob

Sinari, aged about 56 years and his wife (4) Smt. Kishori Shyamsunder Sinari, daughter of Shri. Govind Kamat, Panjekar, aged about 52 years, both residents of Chicalim, Vasco Da Gama, (5) Shri. Guruprasad Sinari, son of late Shri. Sripad Porob Sinari, aged about 50 years, and his wife (6) Smt. Minaxi Guruprasad Sinari, daughter of late Shri. Raya Laxman Bale, aged about 48 years both residents of Ribandar, Ilhas, Goa, and the remaining 7 plots Nos. 1; 3; 5; 7; 11; 13 and 14 were allotted to second set of owners who are identified as follows (1) Shri. Laxmikant Vasudev Porob Sinari, son of late Vasudev Porobo Sinari, aged about 48 years, businessman, Landlord, Indian National, and his wife (2) Smt. Prashila Laxmikant Sinari, daughter of Tulsidas Subray Sinai Bhangui, aged about 44 years, housewife and landlady, Indian National, both residents of Patto, Ribandar, Ilhas, Goa, (3) Shri. Suresh Vasudev Porob Sinari, son of late Shri. Vasudev Porob Sinari, aged about 40 years, businessman and landlord, Indian National, and his wife, (4) Smt. Shobha Suresh Sinari, daughter of Prabhakar Deshpande.

V.c.) It is by virtue of aforesaid partition deed the respective set of owners became lawfully entitled to hold and possess the holdings as referred in the said partition deed and thus also became entitled to deal with their respective plots in a manner know to law.

Vd.) It is seen that the break up of holdings as per the survey number in which each plot is located has been elaborately spelt out in the narration of the sale deed and is also confirmed from the said deed which states as follows: the plots 1; 2; 3; 4; 5; and 6 are contained in the property surveyed under No. 12/1 of Bambolim; the plots 7 and 8 are contained in the property surveyed under No. 11/1 of Bambolim; the plot No. 9 is contained in survey No. 101/1 of Bambolim; the plots 10 and 11 are contained in Survey No. 99/2 of Bambolim; the plots 12 and 13 are contained in Survey No. 100/1 of Bambolim and plots 14 and 15 are contained in Survey no. 96/1 of Bambolim.

V.e.) It is thus seen that the plot falling in Survey No. 101/1 is identified as Plot No. 9 which has an area of 2125 sq. mts.

and which form the subject matter of present report and the First set of owners whose details are already spelt above have by an agreement dated 17-10-91 attested by Notary Shridhar Tamba of Panaji, agreed to sell plots identified under Nos. 2; 4; 6; 8; 9; 10; 12 and 15 to the present owner/M/s. Goan Real Estate and Construction Company Pvt Ltd with the exclusion of one Bungalow plot admeasuring 2,500 sq. mts.

Comment: The above facts are stated on the basis of Agreement copy provided to me and the deed of sale executed in the year 1993 in favour of the present owner.

1993

V.f.) The present owner has purchased the subject larger property along with other properties from the family of Sinari's whose details are already spelt out in the prior portion of this report pursuant to which the present owner/M/s. Goan Real Estate and Construction Company Pvt Ltd became the lawful owner in possession of the subject land.

V.g.) The said deed of sale is duly registered with the sub registrar of Ilhas, Tiswadi Taluka and based on this deed the owner successfully mutated its name in the occupants column. The said deed of sale is bearing Reg. No. 9/1994 of Book No. I, Vol. No. 271 dated 04/01/1994 with the office of Sub – registrar of Ilhas.

2023

V.h.) The present owner has sold an area admeasuring 552 sq. mts. to the Government of Goa (through PWD) which is forming a part of the larger property bearing Sy. No. 101/1 of Village Bambolim out of the larger property which in toto admeasures an area of 2125 sq. mts. and a further area annexing the said land which was sold which comprised an area of 603 sq. mts. was already in occupation of the PWD which resulted in a total area of 1155 sq. mts being under the control and possession of the Government of Goa through its instrumentality/department which is identified as Public Works Department.

V.i.) The said deed of sale which officially conveyed an area of 552 sq. mts. in favour of the Government is duly registered under Reg. No. PNJ-1-294-2023 dated 07/02/2023

V.j.) It is therefore seen that out of the total area admeasuring 2125 sq. mts. an area of 1155 sq. mts. is in occupation and possession of the State Government and the present owner is left with an area of 970 sq. mts.

VI. CONCLUSION/FINDINGS:

VI.a) After considering the facts which are narrated herein above sequence wise, I have come to the following conclusion.

- i. The origin and history of the subject landed property which as per Land Registration records during the Portuguese regime was denominated as immovable property consisting of coconut grove known as

“PALMGROVE VELANCHEM BHAT and NEW PLANTATION AT SEA SHORE” which is described as a whole under No. 1895 of Book B – 5 (New) and is described in the Revenue Matriz Predial under No. 117, 157 and 158 which is surveyed under Sy. No. 101/1 amongst other survey numbers falling within the Taluka of Tiswadi, State of Goa.

ii. The Subject property was originally owned by owned by the family of Sinari’s who later partitioned the holdings by mutual agreement which was witnessed by execution of a deed of partition in the year 1980.

iii. The said owners have later sold the subject land along with other immovable properties in favour of the present owner who became the lawful owner in possession of the subject land. A part of the land to the extent of 1155

sq. mts. has been in the control and possession of the State Government which is fairly admitted and the remainder to the extent of 970 sq. mts. is in lawful possession and occupation of the present owner who is entitled to deal with the same without any obstruction or hindrance from any person whatsoever.

Thus upon scrutinizing the documents and based on the narration given herein above, I am of the considered opinion that the flow of title in respect of the landed property which is known as "PALMGROVE VELANCHEM BHAT and NEW PLANTATION AT SEA SHORE" which is described as a whole under No. 1895 of Book B – 5 (New) and is described in the Revenue Matriz Predial under No. 117, 157 and 158 which is surveyed under Sy. No. 101/1 amongst other survey numbers located within the jurisdiction of village Panchayat of Curca Bambolim of Tiswadi Taluka, North Goa District, State of Goa, has been very clearly established.

I am further of the opinion that the ownership of M/s. Goan Real Estate and Construction Pvt. Ltd. with respect to the said plot to the extent of 970 sq. mts. falling within the land bearing survey No. 101/1 of Village Bambolim has been clearly established and the said company is having a clear and marketable title with respect to the said property. The documents listed herein below establish the flow of title from its original owner to the present owner M/s. Goan Real Estate and Construction Pvt. Ltd. who is in legal occupation and enjoying the property as a title holder.

VII. Zoning Certificate: - It is seen that vide communication dated 09-08-2023 bearing Reference No. TIS/1/2/ZON/2935/BAM/TCP/2023/1490 the Department of Town and Country Planning has identified the property as Settlement Zone.

VIII. TECHNICAL CLEARANCES:

VIII.a.) M/s. Goan Real Estate and Construction Pvt Ltd. has obtained Technical

Clearance Order vide communication dated 14/03/2024 bearing reference No. TIS/1076/BAM/TCP/2024/151 wherein the office of Town Planner, Town and Country Planning Department has granted Technical Clearance for carrying out the Amalgamation of plots and proposed construction of Residential/commercial building, swimming pool and compound wall as per the plans approved with respect to properties bearing survey Nos. 101/1 and 101/3 upon following the conditions mentioned in the said order.

VIII.b.) The present owner has also obtained NOC from Sanitary point of view from the directorate of Health Services vide communication dated 22/03/2024 bearing reference no. DHS092400820 for proposed construction in the property bearing survey No. 101/1 and 101/3 of Village Bambolim.

VIII.c.) A construction license has been obtained from the office of Village Panchayat of Curca, Bambolim and Talaulim vide communication dated 17/05/2024

bearing reference no. VP/CBT/2024-25/Const/273 which grants License for amalgamation of plots and for proposed construction of Residential/commercial building, swimming pool and compound wall as per the plans approved with respect to properties bearing survey Nos. 101/1 and 101/3 upon following the conditions mentioned in the said communication.

***IX. REPORT ON SURVEY RECORDS
PERTAINING TO THE SUBJECT
PROPERTY:***

- a.) The recent survey records viz. Form – I & XIV needs to be obtained to know the exact position of the records.
- b.) The Form I and XIV in respect of the property bearing Sy. No. 101/1 of Bambolim reflects the name of present owner in occupants colum.

- c.) Nil Certificate of Encumbrance in respect of the Property surveyed under 101/1 needs to be obtained to check if there are any encumbrances on the said property.

X. SUGGESTIONS:

NIL

Exceptions:

- The report is prepared based on the documents submitted the list whereof is enclosed herewith.

- In case any clarification is required to any part of this report the same should be availed within a reasonable time.

Disclaimers and limitations:

- a.) ARCHITECTURAL ASPECT: Kindly take note that there are no advises/opinion offered on any architectural aspects, the report does not cover any architectural due

diligence or review on any aspects in respect of the said Land as the same are within the domain of an architect / surveyor. It is advisable to appoint an independent architect and carry out the architectural due diligence in respect of the said Land to ascertain the FSI used or intended to be used on the said Land, whether the said Land is affected by any reservation or road set back or land acquisition proceedings, whether the development being carried out on the said Land is in accordance with the applicable Development Control Regulations and other applicable laws and regulations. The Client is also requested to examine the building permissions, approvals, clearances (including zoning permissions, ULC permission, sub-division order, environmental clearances, commencement certificate etc.) obtained /

to be obtained in respect of the project to be constructed on the Land through an independent Architect.

- b.) LITIGATION : Verification of subsisting litigation in respect of properties is often difficult on account of various reasons including that (i) such litigation can be instituted in different forums depending on the reliefs sought; (ii) litigation records maintained by Courts and other authorities (judicial or otherwise) are neither updated nor maintained descriptively and are also not easily available / accessible; (iii) no registers are maintained in respect of matters referred to arbitration.

- c.) ASSUMPTIONS AND DISCLAIMERS :
- (i) I have relied upon the Title documents submitted to me by you

and you therefore requested to independently refer and verify the Originals of documents which are referred in the present report.

(ii) To the extent that this Report contains or refers to reports, memoranda, lists, information, opinions or advice from any other person, that person remains exclusively responsible for the contents of such reports, memoranda, lists, information, opinions or advice;

(iii) This Report is issued for the sole use of the Client and without my consent it is not to be referred to and relied upon by any other person whomsoever. The contents of this

Report are confidential. Neither this Report or the Title Report nor any of its contents shall be copied, quoted, disclosed, referred to in any document or given to any third party, in whole or in part, other than by the Client, its professional advisors, officers and employees, without our express written consent. We accept no responsibility or legal liability to any person other than to the Client in relation to the contents of this Report or the Title Report even if this Report or the Title Report has been disclosed with our consent;

- (iv) The maximum aggregate liability to the Client arising from or in relation to this Report (in contract, tort, negligence or otherwise howsoever

arising) shall not in any
circumstances exceed the
professional fee payable to us for this
specific mandate

Given under my hand on this 18th day of the Month May of
year 2024 at Panaji – Goa.

Drafted and prepared by

NEELES A.

TAKKEKAR

ADVOCATE

XI. LIST OF DOCUMENTS PERUSED:

1. Deed of Partition 22-05-80
2. Agreement dated 17-10-91
3. Deed of Sale dated 11/05/1993
4. Deed of Sale bearing Reg. No. PNJ-1-294-2023
5. Form I & XIV
6. Zoning certificated dated 09-08-2023

CERTIFICATE

This is to certify that upon the instructions of M/s. Goan Real Estate and Construction Pvt Ltd, having its registered office at D.B. House, Yashodhan, Gen. A.K. Vaidya Marg, Goregaon (E), Mumbai- 400063, I have prepared the report of title and scrutiny of documents which were furnished to me and I state that what is stated in the report on pages 1 - 24 are my observations based on documents which are handed over to me.

Dated: 18/07/2024.

Panaji – Goa.

Neelesh A. Takkekar

