

TITLE REPORT

To,

1. **Fernando Jose De Gouveia Pinto Mascarenhas**
Goa – India

2. **Priority Constructions**
Goa – India

1. I have perused the photocopies of the following documents:
 - 1.1. Survey Records, and Survey Plan and Form I & XIV bearing Survey No. 155 Sub-Division No. 1-N of Village Arpora, Bardez – Goa.
 - 1.2. Inscription and Description Certificate.
 - 1.3. Deed of Sale with Acquittance dated 24/07/1963, executed by and between Armando Joao Benedito Mascarenhas on the one side and Fernando Jose De Gouveia Pinto Mascarenhas, on the other side;
 - 1.4. Inventory Proceedings bearing No. 57/93 instituted upon the death of Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas, and one Mr. Mario Antonio Mascarenhas.
 - 1.5. Order dated 18/12/1998 passed by the Civil Judge Senior Division at Panaji.
 - 1.6. Order dated 09/03/2001 of the Hon'ble High Court of Bombay at Goa.
 - 1.7. (a) Agreement dated 21/07/2004, (b) Agreement dated 15/12/2007, (c) Addendum dated 29/12/2011, (d) Addendum dated 31/01/2012, executed by and between, Dr. Fernando Jose De Gouveia Pinto Mascarenhas, Mrs. Serena Mascarenhas and Mrs. Renee Sequeira Souza as Partners of the Firm BAGA PROPERTIES, and Alcon Hotels (Goa) Private Limited, on the other side.



- 1.8. Conversion Sanad dated 27/11/2023 bearing No. 4/170/CNV/ACIII/2023 issued by Add. Collector North Goa.
- 1.9. Deed of Transfer dated 01/02/2012 registered before Sub-Registrar of Bardez, Mapusa – Goa under registration no. BRZ-BK1-00699-2012, CD No. BRZD284 dated 13/02/2012, executed by and between, Dr. Fernando Jose De Gouveia Pinto Mascarenhas, Mrs. Serena Mascarenhas and Mrs. Renee Sequeira Souza as Partners of the Firm BAGA PROPERTIES, on the one side M/s Alcon Hotels (Goa) Private Limited, on the other side.
- 1.10. Agreement for Joint Venture dated 11/03/2025, registered before Sub-Registrar of Bardez, Mapusa – Goa under registration no. 2025-BRA-1523, executed by and between, Dr. Fernando Jose De Gouveia Pinto Mascarenhas, Mrs. Serena Mascarenhas and Mrs. Renee Sequeira Souza as Partners of the Firm BAGA PROPERTIES, on the one side and Priority Constructions, represented by its partners, Parind Ulhas Prabhu Nachinolcar and Swapneel Ulhas Prabhu Nachinolkar, on the other side.
- 1.11. Opinion dated 06/12/2025 provided by CA Russel T. Barreto.
- 1.12. Letter dated 13/12/2025 issued by Partners of the Firm BAGA PROPERTIES.



2. DESCRIPTION OF THE PROPERTY:**SCHEDULE - I**

ALL THAT property known as "SANQUADDY" and "MADIACHEM BAGA" comprised of coconut groves and other trees, situated at Village Arpora of Nagoa, within the limits of Village Panchayat of Arpora, Taluka and Sub-District of Bardez, North Goa District and State of Goa, which property is described in the Conservatoria do Registo Predial de Comarca of Bardez under No. 6712 at folio 29 of Book B-18 New and enrolled in the Land Revenue Office under Matriz No. 1374, surveyed under OLD Survey No. 749 and presently surveyed under Survey No. 155/1 and 154/5 of Village Arpora, admeasuring 1,15,160 sq. mts. and bounded as follows:

- Towards East: by the property bearing Survey No. 157 and river of salty water;
- Towards West: by the hill property of the heirs of Eusebio Mariano Lourenco de Goes from Parra, Fr. Eufemiano de Souza and Joao de Souza from Calangute;
- Towards North: by the coconut grove Sammuaddy of Fernando Ubaldino Silveira bearing Survey No. 156 and hill of Comunidade of Anjuna; and
- Towards South: by Saltpans Longaquecho Agor of Caetano Diogenes Mascarenhas bearing Survey No. 151.

The said property shall hereinafter referred to as **THE SAID ENTIRE PROPERTY**



SCHEDULE – II

ALL THAT property, admeasuring **20700 sq. mts.**, surveyed under survey no. 155/1-N, forming part and parcel of the property more particularly described in **SCHEDULE II** hereinabove, which property is bounded as follows:

- Towards **East**: by property bearing Survey No. 156/0 and 157/34-D-1
Towards **West**: by property bearing Survey No. 155/1;
Towards **North**: by property bearing Survey No. 155/1 and 156/0; and
Towards **South**: by property bearing Survey No. 155/1.

The said property shall hereinafter referred to as **THE SAID PROPERTY**

3. TRACING OF PARTIES TITLE:

3.1. The **SAID ENTIRE PROPERTY** is described under No. 6712 at folio 29 of Book B-18 New and inscribed on 24th April 1957 under No. 16276 in favour of Antonio Constancio de Expectacao Bras Mascarenhas alias Antonio Constancio Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas alias Ana Gouveia Pinto Mascarenhas and further inscribed on same date i.e. 24th April 1957 under No. 16277. The Inscription Certificate reveals that the **SAID ENTIRE PROPERTY** was gifted by the said Antonio Constancio de Expectacao Bras Mascarenhas alias Antonio Constancio Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas alias Ana Gouveia Pinto Mascarenhas in favour of their son Dr. Armando Joao Benedito Mascarenhas vide Deed of Gift dated 16/07/1956.

3.1.1. *Inscription and Description Certificates are records maintained during the Portuguese Regime wherein the record of title was maintained. Portuguese Regime in Goa continued upto 1961 and post 1961, the Land Registration records are not updated. However the said records are still recognized by the Courts and departments for the purpose of title to the property. In terms of the system then prevailant, every*



property had a description number which describes the property and a corresponding inscription number which records the name of the owner of the same which document is referred to as Description & Inscription Certificate. In terms of the Portuguese Law which is still applicable in Goa and in terms of the principles of law laid down by the courts in Goa, the Inscription & Description Certificate (Land Registration Certificate) is a title document for all legal and practical purposes and therefore the same is a vital document for assessment of title to the property.

- 3.1.2. *Any property before its registration was to be identified with reference to the boundaries and once a number was assigned to it in Book B (called as "Livro de Descricoes Prediaes"), transaction had to be done with reference to that number and the entries of the transfer were made in Book G (called as "Livro de Inscricao Prediaes" or "Registo de Transmissoes") with cross reference to Book B and likewise, the encumbrances or hypothecation (mortgage) would be registered in Book C and the court attachment of the property or other obligations like payment of annual quit rent (foro) to the Comunidades in the Book F with cross reference to Book B.*
- 3.1.3. *The Hon'ble High Court of Bombay at Goa in the case of Jossephine D' Costa V/s. Khushali Govind Naik Desai and other reported at Manu/MH/1303/2004 has observed that "The Plaintiffs property has been inscribed in the names of the Plaintiffs from 14th August, 1937. One of the main objects of the Code of Land Registration was to give publicity to the inherent rights to immovable properties. Article 953 of the Civil Code, 1860 provides that the inscription in the registration of a title of conveyance without condition precedent, involves, irrespective of any other formality, the transfer of possession in favour of a person in whose favour such inscription has been done. In other words, by virtue of the aforesaid article, the Plaintiffs had in their favour evidence of both of title and possession in respect of the property claimed by them against none proved by the Defendants."*

- 3.2. Deed of Transfer dated 01/02/2012 registered before Sub-Registrar of Bardez, Mapusa – Goa under registration No. BRZ-BK1-00699-2012, CD No. BRZD284 dated 13/02/2012 reveals as under:



- 3.2.1. That the **SAID ENTIRE PROPERTY** originally consisted of two properties known as "SANQUADDY" and "MADIACHEM BAGA" and belonged to, (i) Mrs. Emiliana Pinto, widow of late Placido Antonio Monteiro, (ii) Jose Joao Monteiro and his wife, Mrs. Maria Clotildes da Costa Monteiro and (iii) Gustavo Tiburcio Valerio Monteiro and his wife, Mrs. Maria Esmeralda Christalina Pinto e Monteiro.
- 3.2.2. Vide Deed of Sale, Discharge, Acknowledgement, Transaction and Debt dated 06/03/1896, the said, (i) Mrs. Emiliana Pinto, widow of late Placido Antonio Monteiro, (ii) Jose Joao Monteiro and his wife, Mrs. Maria Clotildes da Costa Monteiro, and (iii) Gustavo Tiburcio Valerio Monteiro and his wife, Mrs. Maria Esmeralda Christalina Pinto e Monteiro sold the **SAID ENTIRE PROPERTY** in favour of Joaquim Antonio Gonsalves and his wife, Mrs. Theodolinda Esmeralda Julia Nunes.
- 3.2.3. Vide Deed of Sale, Discharge and Annulment of loan dated 13/03/1896, the said Joaquim Antonio Gonsalves and his wife, Mrs. Theodolinda Esmeralda Julia Nunes sold the **SAID ENTIRE PROPERTY** in favour of Caetano Benedito Mascarenhas.
- 3.2.4. Vide Deed of Gift, Declaration and Renouncement of Usufruct dated 12/07/1937, the said Caetano Benedito Mascarenhas along with his wife, Ana Eulalia Adelmina Leonor Afonso Mascarenhas gifted the **SAID ENTIRE PROPERTY** in favour of Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas.
- 3.2.5. Vide said Deed of Gift, Declaration and Renouncement of Usufruct dated 12/07/1937, the said Caetano Benedito Mascarenhas along with his wife, Ana Eulalia Adelmina Leonor Afonso Mascarenhas reserved the usufruct of the **SAID ENTIRE PROPERTY** unto his then spinster daughters namely Ana Eugenia Elvira Carmina Ludomila

Mascarenhas and Maria Julia Adelmina Mascarenhas until they are spinsters.

- 3.2.6. Vide Deed of Sale and Acquittance dated 30/11/1942, the said Maria Julia Adelmina Mascarenhas sold her usufruct right in respect of the **SAID ENTIRE PROPERTY** in favour of her brother, the said Dr. Antonio Constancio de Expectacao Bras Mascarenhas.
- 3.2.7. Upon the marriage of the said Ana Eugenia Elvira Carmina Ludomila Mascarenhas, her usufruct right in respect of the **SAID ENTIRE PROPERTY** which she derived from the said vide Deed of Gift, Declaration and Renouncement of Usufruct dated 12/07/1937 got extinguished.
- 3.2.8. Vide Deed of Gift dated 16/07/1956, the said Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas gifted the **SAID ENTIRE PROPERTY** in favour of Dr. Armando Joao Benedito Mascarenhas. The **SAID ENTIRE PROPERTY** was listed as item no.10 which Deed is drawn in the Office of Notary Vinaeca Singbal of Panaji.
- 3.3. Vide Deed of Sale with Acquittance dated 24/07/1963, the said Dr. Armando Joao Benedito Mascarenhas transferred the **SAID ENTIRE PROPERTY** in favour of Dr. Fernando Jose De Gouveia Pinto Mascarenhas, which deed is drawn in the Office of Orlando Jose Lobo of Panaji.
- 3.4. Inventory Proceedings bearing No. 57/93 instituted upon the death of Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas, and one Mr. Mario Antonio Mascarenhas, brought on record the **SAID ENTIRE PROPERTY** in the LIST OF ASSETS, notwithstanding the fact that the **SAID ENTIRE PROPERTY** was gifted vide Deed of Gift dated 16/07/1956 by the said Dr. Antonio Constancio de Expectacao Bras Mascarenhas and Ana Maria Palmira de Gouveia Pinto Mascarenhas in favour of Dr. Armando Joao Benedito Mascarenhas.

- 3.5. An application for interim injunction was filed by the said Mr. Mario Antonio Mascarenhas in the said Inventory Proceedings bearing No. 57/93, restraining the said Dr. Fernando Jose De Gouveia Pinto Mascarenhas from encumbering and/or alienating the **SAID ENTIRE PROPERTY**.
- 3.6. Vide Order dated 18/12/1998 passed by the Civil Judge Senior Division at Panaji, the said application was dismissed. The said Order dated 18/12/1998 passed by the Civil Judge Senior Division at Panaji was challenged in Appeal from Order before Hon'ble High Court of Bombay at Goa which was dismissed vide Order dated 09/03/2001 by the Hon'ble High Court. The said Order dated 09/03/2001 of the High Court was further challenged before the Supreme Court which was again dismissed by the Supreme Court vide its order dated 23/07/2001.
- 3.7. In view of above, the said Dr. Fernando Jose De Gouveia Pinto Mascarenhas became owner in possession of the **SAID ENTIRE PROPERTY**.
- 3.8. The said Dr. Fernando Jose De Gouveia Pinto Mascarenhas entered into Partnership Firm, named and styled as "BAGA PROPERTIES" with Mrs. Serena Mascarenhas and Mrs. Renee Sequeira Souza and the **SAID ENTIRE PROPERTY** was brought into the Partnership Firm as its asset. Area admeasuring 7584 sq. mts. was transferred in favour of the 16 Mundkars having their residential houses in the **SAID ENTIRE PROPERTY** in view of settlement of their mundkarship rights.
- 3.9. The said Dr. Fernando Jose De Gouveia Pinto Mascarenhas, Mrs. Serena Mascarenhas and Mrs. Renee Sequeira Souza as Partners of the Firm BAGA PROPERTIES, entered into, (i) Agreement dated 21/07/2004, (ii) Agreement dated 15/12/2007, (iii) Addendum dated 29/12/2011, (iv) Addendum dated 31/01/2012 with Alcon Hotels (Goa) Private Limited, for the development of the **SAID ENTIRE PROPERTY** excluding the area admeasuring, (i) 7584 sq. mts. was transferred in favour of the 16 Mundkars, and (ii) 20,000 sq. mts. i.e. the **SAID PROPERTY** which was retained by, Dr. Fernando Jose De Gouveia Pinto Mascarenhas, Mrs. Serena Mascarenhas and Mrs. Renee Sequeira Souza as Partners of the Firm BAGA PROPERTIES.

- 3.10. Vide order dated 16/08/2023 passed by the Inspector of Survey and Land Records, Mapusa, Bardez, in Case No. PIBAR04-23-468/164, the Inspector of Survey and Land Records portioned Survey / Subdivision No. 155/1 of Arpora Village in Bardez Taluka, pursuant to which the portioned portion was given a new subdivision No. 155/1-N i.e. the **SAID PROPERTY**.
- 3.11. Vide Agreement for Joint Venture dated 11/03/2025, Dr. Fernando Jose De Gouveia Pinto Mascarenhas, Mrs. Serena Mascarenhas and Mrs. Renee Sequeira Souza as Partners of the Firm BAGA PROPERTIES granted Priority Constructions, represented by its partners, Parind Ulhas Prabhu Nachinolkar and Swapneel Ulhas Prabhu Nachinolkar, the exclusive right to undertake development and construction activity in the **SAID PROPERTY**.
- 3.12. Opinion dated 06/12/2025 provided by CA Russel T. Barreto provides that the **SAID PROPERTY** was withdrawn from the partnership firm M/s BAGA PROPERTIES on 1st April 2015. The partnership firm has fully divested itself of any rights, title, or interest (beneficial or otherwise) in the **SAID PROPERTY**. The firm's books of accounts for FY 2015-16 serve as evidence of this withdrawal from Fixed Assets. The entire legal and beneficial ownership of the said 20,000 sq. mts. property stands vested exclusively and absolutely in the name of Dr. Fernando Jose De Gouveia Pinto Mascarenhas.
- 3.13. Vide letter dated 13/12/2024 the partners of the partnership firm M/s BAGA PROPERTIES formally recorded that: (i) they have withdrawn all rights, title, and interest (beneficial or otherwise) in the **SAID PROPERTY** with effect from 1 April 2015, and have no subsisting claim, lien, charge, encumbrance, or interest over the same, and (ii) No-Objection to the proposed sale, transfer, conveyance, or any other mode of alienation of the **SAID PROPERTY** by Dr. Fernando José de Gouveia Pinto Mascarenhas.



4. **MANUAL FORM I & XIV, FORM IX AND FORM III:** Form III, Form IX, and Manual Form I & XIV are revenue records prepared and maintained in accordance with the Goa Land Revenue Code, 1968.
- 4.1. The said Manual Form I & XIV, Form III, and Form IX, in respect the **SAID PROPERTY**, have not been provided to verify the devolution of ownership.
- 4.2. Under Section 105 of the Goa Land Revenue Code, entry reflected in Form I & XIV is presumed to be true unless substituted by an appropriate proceeding in terms of law. In view of the same, there is presumption of possession in favour of a person reflected in Form I & XIV rebutted by cogent evidence in a Court of Law. The survey records were created in the year 1971 to 1975 and the entries are relatable to the said period of 1971 to 1975.
- 4.2.1. In the case of *Diksha Holdings V/s Sita Rama Naik* reported in 1998(2) GLT 444, the Hon'ble High Court of Bombay at Goa has held that "*upon promulgation of survey under the Goa Land Revenue Code, all the previous surveys ceased to exist and the presumption under Section 105 shall prevail*".
- 4.2.2. In the case of *Shri. Damodara Ranum Porobo Loundo versus Shri Bhaskar R. Jalmi* and others, reported in 1990(2) GLT 407, the Hon'ble High Court of Bombay at Goa has held as under:

"In fact, Section 105 of the Land Revenue Code provides that an entry in the Record of Rights and a certified entry in the register of mutation shall be presumed to be true until the contrary is proved or a new entry is lawfully substituted therefore. In other words, the presumption of correctness of the entries in the Record of Rights stands until duly rebutted or until the said entry is substituted by a fresh one."

"Therefore, affidavit evidence has got only prima facie value and does not constitute sufficient and

conclusive proof to disprove and rebut a presumption that arises by law in respect of the entries made in the Record of Rights after due inquiry."

4.3. As per Article 529 of the Portuguese Civil Code, 1867, when the possession of immovable property has lasted 30 (thirty) years, prescription shall operate regardless of bad faith or lack of title. The said provision of law essentially means that the principle of prescription shall be in favour of the occupant even if the same has been occupied in absence of a legal title document.

4.3.1. In the case of Shaikh Ibrahim Mamlekar reported in 2010(5) BCR 563, the Hon'ble High Court of Bombay at Goa has considered the various provisions of Portuguese Civil Code including Article 529 and has concluded that in terms of Article 529, right of ownership is crystalized upon possession over 30 years regardless of bad faith or lack of title. possession which is clear from documents and principles mentioned above.

4.3.2. In the case of Jayesh Dinesh Kadam & Anr Vs. Andrew David Fernandes & Ors. reported in 2025(1) ALL MR 546, the Hon'ble High Court of Judicature at Bombay has held as under:

"There is a presumption of title accrued on the basis of long standing mutation entries in favour of the holder of the property. Once this is the fact, rather admitted fact on the basis of registered sale deeds of 1969 and 2008, then there is gross delay and laches in filing the present suit which is hit by the bar of limitation"

"Registration of eight sale deeds between 1968 and 1970 and registration of the 2008 sale deed is a public notice to the world at large including the Plaintiff. The sale deeds have been followed by mutations in the revenue record which have a presumptive value which the Plaintiff has not challenged"

4.3.3. In the case of in the case of Suraj Lamp Industries Pvt. Ltd. v. State of Haryana and Anr. (2012) 1 SCC 656 that “Registration of a document gives notice to the world that such a document has been executed”. The said decision has been followed by the Hon’ble Supreme Court of India, in a recent case, Uma Devi and Ors. v. Anand Kumar and others (2025) 5 SCC198 wherein the Hon’ble Supreme Court of India reversed the order of the Hon’ble High Court of Punjab and Haryana thereby upholding dismissal of the partition suit filed after decades emphasizing that registered Deeds of Sale constitute constructive notice from the date of the registration and in such cases, presumption under Section 3 of the Transfer of Property Act, 1882 comes into operation. The Hon’ble Apex Court observed that the revenue records supported the fact of a family partition in 1968. Significantly, the Hon’ble Apex Court emphasized the legal principle that registration of a document gives notice to the world as established in Suraj Lamp Industries Pvt. Ltd. v. State of Haryana & Anr. Applying this, the Hon’ble Apex Court held that it could be safely assumed that the predecessors of the plaintiffs had notice of the registered sale deeds executed in 1978 and had slept on their rights for 45 years and could not reignite them in 2023.

According to the aforesaid Section 3, a person is said to have notice of a fact, which he would have known, but for his “gross negligence” or “willful abstention from making an enquiry or search” does not know. In other words, constructive notice of facts are those facts which a person ought to have known, but because of gross negligence or willful abstention does not know it.

4.4. Applying the same principle to the **SAID PROPERTY**, from the date of Deed of Sale with Acquittance dated 24/07/1963, and consequently order dated 16/08/2023 passed by the Inspector of Survey and Land Records, Mapusa, Bardez, in Case No. PIBAR04-23-468/164, it follows that BAGA PROPERTIES acquired ownership rights in respect of the **SAID PROPERTY** hence it is understood that said Dr. BAGA PROPERTIES and prior to it, its predecessors in title, were holding exclusive ownership and lawful possession of the **SAID PROPERTY** for more than 30 years. However, vide letter dated 13/12/2025 and opinion dated 06/12/2025, it is indicated that the **SAID PROPERTY** has ceased to be an asset of BAGA PROPERTIES. However, there is no transfer

document in respect of the same and therefore for all legal and practical purpose BAGA PROPERTIES has to be a party to any transfer of any nature including a sale of the **SAID PROPERTY** for the transfer to be complete.

- 4.5. In light of above, considering the fact that the (i) Inscription and Description Certificate, (ii) Deed dated 24/07/1963, (iii) Inventory Proceedings bearing No. 57/93 instituted upon the death of Dr. Antonio Constancio de Expectacao Bras Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas, and one Mr. Mario Antonio Mascarenhas, (iv) Order dated 18/12/1998 passed by the Civil Judge Senior Division at Panaji, (v) Order dated 09/03/2001 passed by the High Court of Bombay at Goa, (vi) Deed of Retirement dated 21/07/2004, (vii) (a) Agreement dated 21/07/2004, (b) Agreement dated 15/12/2007, (c) Addendum dated 29/12/2011, (d) Addendum dated 31/01/2012, with Alcon Hotels (Goa) Private Limited, (viii) Agreement for Joint Development dated 11/03/2025, (ix) Opinion dated 06/12/2025 provided by CA Russel T. Barreto, (x) Letter dated 13/12/2025 issued by Partners of the Firm BAGA PROPERTIES, and the Survey Records in respect of the **SAID PROPERTY** have remained unchallenged and survey records corresponds to the devolution of title and are consistent with the ownership of the present owner, I am of the opinion that: Dr. Fernando Jose De Gouveia Pinto Mascarenhas, has a clear and marketable title in respect of the **SAID PROPERTY** subject to:

- 4.5.1. Rights of Priority Constructions, represented by its partners, Parind Ulhas Prabhu Nachinolkar and Swapneel Ulhas Prabhu Nachinolkar, in the **SAID PROPERTY**;
- 4.5.2. Production of Nil Encumbrance Certificate;
- 4.5.3. Production of Manual Form I & XIV, Form III and Form IX;
- 4.5.4. The Firm BAGA PROPERTIES being a party / signatory to any sale, transfer, conveyance, or any other transfer deed.
- 4.5.5. Publication of public notice; and



4.5.6. Inspection of originals of the documents mentioned at Sr. No. 1, above.

5. **IN ADDITION TO ABOVE, I HAVE TO MAKE THE FOLLOWING OBSERVATIONS:**

- 5.1. No tenants/Mundkars are reflected in the survey records of the **SAID PROPERTY**.
- 5.2. The Urban Ceiling Act is not applicable to the State of Goa.
- 5.3. Conversion Sanad dated 27/11/2023 bearing No. 4/170/CNV/ACIII/2023 issued by Add. Collector North Goa is furnished to establish that the said property is converted from agricultural to non-agricultural purposes.
- 5.4. No NOC is furnished from the Forest Department to establish that the **SAID PROPERTY** is not identified as a Forest Land.

6. **EVIDENCE OF POSSESSION: -**

The said property bearing Survey No. 155/1 of Village Arpora, Bardez - Goa reflects the names of Dr. Fernando Jose Mascarenhas in Form I & XIV issued by the Department of Survey, Government of Goa.

7. **ENCUMBRANCE ON PROPERTY:-**

I have taken search in the Office of the Sub-Registrar of Mapusa, Bardez - Goa and have not found any registered mortgages in respect of the said property. No Nil Encumbrance Certificate in respect of the **SAID PROPERTY** is furnished to establish that there is no encumbrance. **However updated Nil Encumbrance Certificate needs to be furnished in respect of the SAID PROPERTY.**



CERTIFICATE

From the documents produced from my scrutiny, I hereby certify that Dr. Fernando Jose De Gouveia Pinto Mascarenhas, has a clear and marketable title in respect of the **SAID PROPERTY** subject to the following:

- i. Rights of Priority Constructions, represented by its partners, Parind Ulhas Prabhu Nachinolcar and Swapneel Ulhas Prabhu Nachinolkar, in the **SAID PROPERTY**;
- ii. Production of Nil Encumbrance Certificate;
- iii. Production of Manual Form I & XIV, Form III and Form IX;
- iv. The Firm BAGA PROPERTIES being a party / signatory to any sale, transfer, conveyance, or any other transfer deed.
- v. Publication of public notice; and
- vi. Inspection of originals of the documents mentioned at Sr. No. 1, above.

GENERAL QUALIFICATIONS AND ASSUMPTIONS

- i. This report on title is prepared solely on the basis of documents furnished to me as more particularly set out at 'I' above.
- ii. For the purpose of issuing this report on title:
 - (a) I have not carried out a negative search in respect of litigations (i) in relation to the **SAID PROPERTY** and/or (ii) against the **SAID ENTIRE PROPERTY**;
 - (b) I have taken the title documents under which Antonio Constancio de Expectacao Bras Mascarenhas alias Antonio Constancio Mascarenhas and his wife, Ana Maria Palmira de Gouveia Pinto Mascarenhas alias Ana Gouveia Pinto Mascarenhas acquired the Land as the root of title.



- iii. For the purpose of issuing this report on title, I have assumed:
- (a) the legal capacity of all natural persons, the genuineness of all signatures, the conformity to original documents of all documents of title submitted to me, as set out at 'I' above, as photocopies or scanned copies and the authenticity of the originals of such documents;
 - (b) that the documents of title set out in the report above have not been modified in any manner and are valid, subsisting and remain in force;
 - (c) that all the documents relating to the **SAID PROPERTY** and furnished to me have been validly executed and delivered by the parties to them;
 - (d) that all documents are within the capacity and powers of each party and have been validly authorized by each party;
 - (e) that there are no pending litigations in respect of the **SAID PROPERTY**; and
 - (f) that names of persons spelt differently in different documents in respect of the **SAID PROPERTY** are the same person;
- iv. The accuracy of this report on title necessarily depends on the documents furnished to me and the information provided to me during the course of my discussions, being true, complete and accurate and which I have assumed to be the case. I therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to me.
- v. This report on title is confined to the **SAID PROPERTY** only.
- vi. The search conducted at the Office of the Sub-Registrar of Mapusa, Bardez - Goa is subject to non-availability of certain records and certain land registration records being torn at the concerned Sub-Registrar's Office.
- vii. The availability/existence of the access to the **SAID PROPERTY** is not within the scope of this report.
- viii. A certificate determination, notification, opinion or the like will not be binding on an Indian court or any arbitrator or judicial or



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regulatory body which would have to be independently satisfied despite any provision in the title documents to the contrary. The report on title has been prepared in accordance with and is subject the laws of India.

Place:-Panaji-Goa.
Date:- 13/12/2025



(Adv. Shivan S. Desai)