

To
Casa Luxury Realty Eight LLP.
First Floor, 42A,
Impression House,
G. D. Ambekar Marg,
Wadala, Mumbai – 400031.

OPINION ON TITLE

Re: All that plot of land admeasuring 1342 sq. mts., bearing new survey no.436 sub division no.1-A, forming a part of the property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 4922 sq. mts., bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz. The Said Plot is bounded as under:

On the East : By remaining part of the property bearing survey no.436/1-A-1, survey no.436/1-A-2 and survey no.436/1 reserved for the road;

On the West : By property bearing survey no.436/1;

On the North : By the property bearing survey no.440;

On the South : By remaining part of the property bearing survey no.436/1-A-3.

(hereinafter, for the sake of brevity be referred to as **"the Said Plot A"**)

1. LOCATION:

All that plot of land admeasuring 1342 sq. mts., bearing new survey no.436 sub division no.1-A, forming a part of the property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 4922 sq. mts., bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz. (hereinafter for the sake of brevity be referred to as **"the Said Plot A"**)

2. DOCUMENTS PERUSED:

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

1. Demarcation by the Directorate of Land Survey with respect to property bearing Cadastral Plan no.660. (In Portuguese alongwith the translation)
2. Registo Do Agrimensor (In Portuguese) alongwith the translation of the Registration of the Land Surveyor dated 30th October 2019, with respect to the property bearing Provisional No. 660 of Village Anjuna, Goa.
3. Index of Land of Village Anjuna, with respect to Old Survey no.660. (In Portuguese alongwith the translation)
4. Death Certificates of Edultrudes da Cruz and Joao Manuel Francisco da Cruz Alvares (In Portuguese alongwith the translation)
5. Burial Certificate of the Anita D'Souza dated 14th February 1987. (In Portuguese alongwith the translation)
6. Judgement dated 28th February 1994, passed by the Deputy Collector & Sub Divisional Officer, Mapusa.
7. Records and proceedings of the Inventory Proceedings no.247/1997 filed before the Civil Judge Senior Division at Mapusa, Goa.
8. Agreement for Sale dated 02nd August 1997, executed before Notary N.S. Porob.
9. Form No.9 issued by the Office of the Talathi of Anjuna, with respect to mutation entry no.468 with respect to survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa.
10. Power of Attorney dated 12th November 1998 executed before Notary N. S. Porob under registration no.17340/1998.
11. Deed of Sale dated 23rd October 2000, duly registered in the office of the Sub Registrar of Bardez under no.2002 of Book No.I, Volume No.772 dated 03rd November 2000.

12. Form No.9 issued by the Office of the Talathi of Anjuna, with respect to mutation entry no.812 with respect to survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa.
13. Deed of Relinquishment of Rights dated 04th September 2006, drawn in the Notary Book of Deed bearing no.813 at pages 18v to 49v dated 04th September 2006.
14. Application dated 29th November 2006 filed in Special Civil Suit No.20/2005/B filed before the Hon'ble Court of the Civil Judge Senior Division at Mapusa
15. Power of Attorney dated 30th April 2007 executed before Notary N. S.Porob and registered under no.5631/07.
16. Deed of Sale dated 25th April 2008, registered in the office of the Sub Registrar of Bardez under no.2428 at pages 115 to 139 of Book No.I, Volume No.2586 dated 05th May 2008.
17. Form I and XIV with respect to survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa.
18. Deed of Succession dated 05th November 2013, drawn in the Office of the Notary Ex-Officio, Pernem, Notary Book of Deeds bearing no.18 at pages 81 to 83 dated 05th November 2013.
19. Technical Clearance Order bearing reference no. TPB/4921/ANJ/TCP-19/752 dated 29th January 2019, issued by the office of the Town and Country Planning Department.
20. Nil Encumbrance Certificate dated 01st August 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa.
21. Land Use Zoning Information bearing reference no. TPBZ/ZON/6835/ANJ/TCP-19/4427 dated 25th September 2019 issued by the Office of the Town & Country Planning Department.
22. Certificate dated 21st October 2019 issued by Mr. Domiana Nazareth, Superintendent of Surveys and Land Records.
23. Missing Article Report bearing no.1341/2019 dated 06th November 2019 lodged with the Porvorim Police Station.

24. Nil Encumbrance Certificate dated 08th November 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa.

25. Public Notice dated 12th November 2019 published in the Navhind Times and Herald (in English) and Gomantak and Tarun Bharat (in Marathi).

3. BRIEF HISTORY:

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

- i. Upon perusal of the Act of Demarcation dated 15th February 1933, carried out by the Land Surveyor in terms of the Legislative Diploma No.764 of 26th November 1934, it appears that the property bearing Cadastral Survey no.660 was originally owned by one Jacob Cruz. Although, the Legislative Diploma No.764 is dated 26th November 1934, the Act of Demarcation was erroneously dated 15th February 1933.
- ii. Upon perusal of the translation of the Registration of the Land Surveyor (i.e. Registo Do Agrimensor) dated 30th October 2019, with respect to the property bearing Provisional (i.e. Cadastral Survey) No.660 of Village Anjuna, Goa, it appears that name of Jacob Da Cruz was recorded as the owner of the property, admeasuring 0.4922 hectares.
- iii. Upon perusal of the Certificate dated 21st October 2019 issued by Mr. Domiana Nazareth, Superintendent of Surveys and Land Records, it appears that the new survey no.436/1-A and survey no.436/1-A-3(Part) of Village Anjuna correspond to the old cadastral survey no.660 of Village Anjuna, Bardez Taluka, Goa.
- iv. Upon perusal of the Index of Land of Village Anjuna, with respect to Survey no.436/1, it appears that the name of the Comunidade of Anjuna was recorded in the Occupants Column. We have perused through the Judgement dated 28th February 1994, passed by the Deputy Collector & Sub Divisional Officer, Mapusa. Upon perusal of the same, it appears that one Leonildes Pinto e Alvares and Beryl Goveia Pinto had jointly filed an application dated 27th October 1992 under section 113 of the Land Revenue Code, 1968,

requesting resurvey of their property surveyed under no.436/1 of Village Anjuna. The said Application was filed before the Deputy Collector & Sub Divisional Officer, Mapusa Sub-Division, Mapusa, wherein the Director of Settlement and Land Records, Panaji and the Comunidade of Anjuna were arrayed as Respondents therein.

In the said application, the Applicants contended that although the area of the property as per the Old Cadastral No.660 is 4922 sq. mts, in the new survey records of survey no.436/1, the area is shown as 102775 sq. mts. Since, the Applicants held the land separately, vide Order no.16/122/92 dated 01.04.1993, the Deputy Collector had directed the Director of Land Survey, Panaji, to demarcate and re-fix the boundaries. Accordingly, the Director of Settlement and Land Records had revised the plan, showing the area of the survey no.436/1 as 102775 sq.mts and survey no.436/1-A as 4660 sq.mts. and road admeasuring 262 sq. mts. Pursuant thereto, the Government i.e. the Directorate of Settlement and Land Records, gave their no objection to include the area of the road in survey no.436/1-A.

Vide the said Judgment 28th February 1994, the Deputy Collector allowed the said Application dated 27th October 1992 and corrected the area of the property as follows:

- a. Survey No.436/1, admeasuring 98115 sq.mts., wherein the Occupant is Comunidade of Anjuna.
 - b. Survey No.436/1-A, admeasuring 4922 sq.mts, wherein the Occupant is Leonaldes Pinto e Alvares and Beryl Goveia Pinto.
- v. The property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 4922 sq. mts., bearing Old Cadastral Survey No.660 and new survey no.436 sub division no.1-A, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz, shall hereinafter be referred to as the "**Said Entire Property**".
- vi. It appears from the perusal of the records and proceedings of the Inventory Proceedings no.247/1997 filed before the Civil Judge Senior Division at Mapusa, Goa, that one Lawrence Conceicao Alvares alias Lourencinho

Alvares, son of Late Joao Manuel Francisco Da Cruz Alvares and Late Edeltrudes Da Cruz, had initiated the said inventory proceedings for partition of the estate of 1. Anthony Joseph Jacob D'Cruz alias Antonio Joao Jacob De Cruz, 2. Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares, 3. Estella Alvares alias Stella Alvares, 4. Leofredo Agenor de Gouvea Pinto, 5. Ludovico Inacio alias Ludovico Alvares, 6. Gertrude Alvares alias Gurty Alvares, 7. Delfina Alvares alias Delphine Alvares and 8. Beryl Alvares Gouveia Pinto (hereinafter referred to as the "deceased heirs"). In the absence of a Divergence Certificate, it is not known to us, if Jacob Da Cruz and Anthony Joseph Jacob D'Cruz alias Antonio Joao Jacob De Cruz is one and the same person.

- vii. It further appears from the perusal of the said Inventory Proceedings, that
- a. the said Anthony Joseph Jacob D'cruz alias Antonio Joao Jacob De Cruz expired as a bachelor on 01st September 1964 in Bombay, without any descendants or ascendants and without leaving any Will of his last disposition, leaving behind his sisters Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares and Edeltrudes Da Cruz.
 - b. the said Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares was married to one Pedro Ceaser Alvares. The said Pedro Ceaser Alvares expired on 19th October 1943 and the said Maria Piedade Da Cruz e Alvares alias Maria Quiteria Piedade D'Cruz e Alvares expired on 21st December 1971, leaving behind the following children as their sole and universal heirs:
 - a. Estella Alvares alias Stella Alvares;
 - b. Ludovico Alvares;
 - c. Gertrude Alvares alias Gurty Alvares;
 - d. Delfina Alvares alias Delphine Alvares;
 - e. Beryl Alvares Gouveia Pinto.
 - c. the said Estella Alvares alias Stella Alvares expired as a spinster on 09th April 1983, without leaving any descendants or ascendants and as her universal heirs all her other siblings.

- d. the said Beryl Alvares Gouveia Pinto was married to Leofredo Agenor de Gouvea Pinto. The said Leofredo Agenor de Gouvea Pinto expired on 10th February 1985.
- e. that the said Ludovico Alvares expired as a "bachelor" on 13th March 1986. However, upon perusal of the death Certificate of the said Ludovico Alvares, it appears that he was married to one Anita D'Souza. It is quite pertinent to note that the said Anita D'Souza, has not been shown in the said Inventory Proceedings as an Interested Party. We have been furnished the Burial Certificate of the said Anita D'Souza. Upon perusal of the same, it appears that she expired on 14th February 1987 and was buried on the same day at St. Peter's Cemeteries, Mumbai. In the absence of a Deed of Succession of the said Ludovico Alvares, we are unable to ascertain, if the said Ludovico Alvares had any other legal heirs. However, we have perused through the Death Certificate of the said Ludovico Alvares, wherein it has been stated that he was not survived by anyone.
- f. that the said Gertrude Alvares alias Gurty Alvares expired as a spinster on 03rd March 1989, without leaving any descendants or ascendants and as her universal heirs all her other siblings.
- g. that the said Delfina Alvares alias Delphine Alvares expired as a spinster on 08th September 1996, without leaving any descendants or ascendants and as her universal heirs all her other siblings.
- h. that the said Beryl Alvares Gouveia Pinto expired on 06th January 1997.

In the said Inventory Proceedings, it has been stated that Delfina Alvares alias Delphine Alvares and Beryl Alvares Gouveia Pinto had executed Wills of their Testamentary Disposition of their last wishes. We have not been furnished copies of the said Wills.

- viii. During the pendency of the said Inventory Proceedings, vide Agreement for Sale dated 16th May 1997, executed by Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares as the "Prospective Vendors" and Mr. Santosh Srinivas Naik as the "Prospective Purchaser", the Prospective Vendors agreed to sell to the Prospective Purchaser, an area admeasuring 2461 sq. mts. (i.e. Southern Part), forming a part of the Said

Entire Property. We have not been furnished with the copy of the said Agreement for Sale dated 16th May 1997, for our reference.

- ix. Subsequently, vide Agreement for Sale dated 02nd August 1997, executed before Notary N.S. Porob, by Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares as the "Prospective Vendors" and Santosh Srinivas Naik as the "Prospective Purchaser", the Prospective Vendors agreed to sell to the Prospective Purchaser, the balance area admeasuring 2461 sq. mts. (i.e. Northern Part), forming a part of the Said Entire Property.
- x. Upon perusal of the List of Assets dated 12th December 1997 filed in the aforementioned Inventory Proceedings no.247/1997, it appears that the Said Entire Property was listed at Item No.1 and valued at Rs.60,000/- (Rupees Sixty Thousand Only)
- xi. Upon perusal of the Order dated 01st April 1998 passed in said Inventory Proceedings, it appears that as per the Statement given on Oath by the said Lawrence Conceicao Alvares alias Lourencinho Alvares, the aforementioned deceased heirs had left no other heirs. Taking the same into consideration, the Hon'ble Court allotted the Said Entire Property to Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares.
- xii. It is pertinent to note that the Edultrudes da Cruz and her husband Joao Manuel Francisco da Cruz Alvares (i.e. the other sister of Anthony Joseph Jacob D'cruz alias Antonio Joao Jacob De Cruz and parents of the said Lawrence Conceicao Alvares) have not been made parties to the aforementioned Inventory Proceedings. We have been furnished Death Certificates of Edultrudes da Cruz and Joao Manuel Francisco da Cruz Alvares. Upon perusal of the same, it appears that Joao Manuel Francisco da Cruz Alvares expired on 17th May 1916 and Edultrudes da Cruz expired on 15th November 1916, leaving behind only one son as their heir.
- xiii. Upon perusal of the Form No.9 issued by the Office of the Talathi of Anjuna, with respect to mutation entry no.468 with respect to survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa, it appears that pursuant to the Order passed in the aforementioned Inventory Proceedings, on 11th June 1998, Lawrence Conceicao Alvares alias Lourencinho Alvares had filed

an application to mutate his name in the occupants column as the co-owner of the property bearing survey no.436/1-A of Village Anjuna. Pursuant thereto, the name of Beryl Goveia Pinto was deleted and the name of Lawrence Conceicao Alvares alias Lourencinho Alvares was recorded therein.

xiv. Vide Power of Attorney dated 12th November 1998 was executed before Notary N. S. Porob and registered under no.17340/1998, wherein Lawrence Conceicao Alvares alias Lourencinho Alvares appointed Leonildes Pinto e Alvares as his attorney, to do all acts and deeds, which included powers to sell the Said Entire Property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.

xv. By and under a Deed of Sale dated 23rd October 2000, duly registered in the office of the Sub Registrar of Bardez under no.2002 of Book No.I, Volume No.772 dated 03rd November 2000, Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto e Alvares, therein referred to as the "Vendors" and Srinivas Soiru Naik, therein referred to as the "Purchaser", the Vendors sold to the Purchaser their right, title and interest with respect to a plot of land admeasuring 1342 sq. mts., forming a part of the Said Entire Property (hereinafter referred to as the "Said Plot A"), on the terms and conditions recorded therein.

The Vendor No.1 therein was represented by his lawful attorney Leonildes Pinto e Alvares duly constituted vide Power of Attorney dated 12th November 1998 executed before Notary N. S. Porob and registered under no.17340/1998.

In terms of the Agreement for Sale dated 16th May 1997 and Agreement for Sale dated 02nd August 1997, Santosh Srinivas Naik had acquired rights, title and interest in the Said Entire Property. It is observed that Santosh Srinivas Naik was not made a Confirming Party to the said Deed of Sale dated 23rd October 2000.

xvi. Upon perusal of the Form No.9 issued by the Office of the Talathi of Anjuna, with respect to mutation entry no.812 with respect to survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa, it appears that the name of Shrinivas Soiru Naik alias Shrinivas Soiru Nayak was recorded in the occupants column as the co-owner of the property bearing survey no.436/1-A of Village Anjuna.

- xvii. We have perused through the Deed of Succession dated 05th November 2013, drawn in the Office of the Notary Ex-Officio, Pernem, Notary Book of Deeds bearing no.18 at pages 81 to 83 dated 05th November 2013. Upon perusal of the same, it appears that Srinivassa Naique alias Srinivassa Naique alias Srinivas Nayak alias Srinivas Soiru Naik alias Shrinivas Soiru Nayak alias Shrinivas Naik alias Srinivas Naik expired on 19th July 2006, leaving behind him his widow and half sharer Champavotibai alias Chempu alias Laxmibai Shrinivas Naik alias Laximibai Shrinivas Nayak alias Laximibai S. Naik alias Loximibai Naik and his following four children as his sole and universal heirs:
- a. Hanuman Nayak
 - b. Santosh Naik
 - c. Smita Srinivas Nayak
 - d. Shila Naik.
- xviii. We have also perused through the Application dated 29th November 2006 filed in Special Civil Suit No.20/2005/B before the Hon'ble Court of the Civil Judge Senior Division at Mapusa, wherein it is also recorded that Srinivas Soiru Naik expired on 19th July 2006, leaving behind him his widow and half sharer Laxmibai Shrinivas Naik and the following children as his sole and universal heirs:
- a. Hanuman Srinivas Naik
 - b. Sapna Hanuman Naik
 - c. Smita Srinivas Nayak alias Smita Debashish Majumdar
 - d. Debashish Majumdar
 - e. Santosh Srinivas Naik
 - f. Doris Jean Naik
 - g. Sheela Srinivas Naik alias Sheela Anil Arasavilli
 - h. Anil Shankar Arasavilli
- We have not perused through the records and proceedings of the said Special Civil Suit No.20/2005/B.
- xix. Vide Deed of Relinquishment of Rights dated 04th September 2006, drawn in the Notary Book of Deed bearing no.813 at pages 18v to 49v dated 04th September 2006, Smita Shrinivas Nayak and her husband Debashish

Majumdar, renounced and relinquished all their undivided rights, title, interest and share and demands to the estate / immovable properties left by their father /father-in-law Late Shrinivas Soiru Nayak alias Sirmivassa Naique.

- xx. Vide Power of Attorney dated 30th April 2007 executed before Notary N. S.Porob and registered under no.5631/07, 1. Laxmibai Srinivas Naik alias Laximibai Shrinivas Nayak, 2.Sapna Hanuman Nayak alias Sapna H. Nayak, 3. Santosh Shrinivas Naik alias Santosh Shrinivas Nayak, 4.Shila Naik alias Sheela Shrinivas Nayak and 5. Anil Shankar Arasavilli appointed Hanuman Shrinivas Naik alias Hanuman Shrinivas Nayak as their attorney, to do all acts and deeds, which included powers to sell their share in the property bearing survey no.436/1-A and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.
- xxi. Vide Deed of Sale dated 25th April 2008, registered in the office of the Sub Registrar of Bardez under no.2428 at pages 115 to 139 of Book No.I, Volume No.2586 dated 05th May 2008, 1.Laxmibai Shrinivas Naik, 2.Hanuman Shrinivas Naik alias Hanuman Shrinivas Nayak, 3.Sapna H. Naik alias Sapna H. Nayak, 4. Santosh Shrinivas Naik alias Santosh Shrinivas Nayak, 5. Doris Jean Naik alias Doris Jean Richmond Hinton, 6. Shila Naik alias Sheela Anil Arasavilli and 7. Anil Shankar Arasavilli (legal heirs of Srinivas Soiru Naik), therein referred to as the "Vendors" and Anjuna Goa Enterprises, represented therein by its Partner Rahul Shah, therein referred to as the "Purchasers", the Vendors sold the **Said Plot A** to the Purchasers, on the terms and conditions recorded therein.

Although, Santosh Srinivas Naik was not made a Confirming Party to the aforementioned Deed of Sale dated 23rd October 2000, he has been arrayed herein as the one of the Vendors, thereby conveying his rights, title and interest in the Said Plot B to the Purchasers herein.

The Vendor Nos.1, 3, 6 and 7 were represented by their attorney Hanuman Srinivas Naik alias Hanuman Srinivas Nayak duly constituted vide Power of Attorney dated 30th April 2007 executed before Notary N. S. Porob and registered under no.5631/07.

- xxii. Pursuant to mutation entry bearing no.49054, the name of Anjuna Goa Enterprises was recorded in the Occupants Column in the Form I and XIV

with respect to survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa, i.e. **Said Plot A**.

- xxiii. Upon perusal of the Technical Clearance Order bearing reference no. TPB/4921/ANJ/TCP-19/752 dated 29th January 2019, issued by the office of the Town and Country Planning Department, with respect to survey no.436 sub-division 1-A of Village Anjuna i.e. **Said Plot A**, it appears that Technical Clearance was granted for carrying out proposed construction of residential Villas A, B and C.
- xxiv. Upon perusal of the Nil Encumbrance Certificate dated 01st August 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa, it appears that there are no encumbrances affecting the **Said Plot A** for the period 03rd November 2000 till 01st August 2019.
- xxv. As per the Land Use Zoning Information bearing reference no.TPBZ/ZON/6835/ANJ/TCP-19/4427 dated 25th September 2019 issued by the Office of the Town & Country Planning Department, it appears that the property bearing survey no.436/1-A i.e. **Said Plot A** falls under "Settlement Zone", as per the Regional Plan for Goa 2021.
- xxvi. Upon perusal of the Missing Article Report bearing no.1341/2019 dated 06th November 2019 lodged with the Porvorim Police Station, it appears that the Deed of Sale dated 25th April 2008, registered in the office of the Sub Registrar of Bardez under no.2428 at pages 115 to 139 of Book No.I, Volume No.2586 dated 05th May 2008, by virtue of which Anjuna Goa Enterprises purchased the **Said Plot A** was lost on 05th September 2008 and complaint with reference to the same was lodged with the Porvorim Police Station 06th November 2019.
- xxvii. Upon perusal of the Nil Encumbrance Certificate dated 08th November 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa, it appears that there are no encumbrances affecting the **Said Plot A** for the period 25th April 2008 till 06th November 2019.
- xxviii. Upon perusal of the Public Notice dated 12th November 2019 published in the Navhind Times and Herald (in English) and Gomantak and Tarun Bharat (in

Marathi), it appears that a notice was published stating that the aforementioned Deed of Sale dated 25th April 2008, registered in the office of the Sub Registrar of Bardez under no.2428 at pages 115 to 139 of Book No.I, Volume No.2586 dated 05th May 2008, was lost. The public was cautioned about the same and were called upon to raise their claims within 15 days from date thereof. However, no objections/claims were received with reference to the same till date.

3. PUBLIC NOTICE:

We have not issued a Public Notice with respect to the **Said Plot A**. Advocate Shivan Dessai had published a Public Notice dated 08th October 2019 in the Navhind Times (in English) and Gomantak (in Marathi), inviting claims/ objections from the public at large within 15 days from the date of publication, in respect of title of Anjuna Goa Enterprises, with respect to the **Said Plot A**.

Vide Letter dated 28th November 2019 issued by Advocate Shivan Dessai, we have been informed that after a elapse of 15 days, no objections were received.

4. CONCLUSION:

In our opinion and subject to what is stated hereinabove, Anjuna Goa Enterprises is entitled to and has free, clear and marketable title to the **Said Plot A** bearing survey no.436/1-A, admeasuring 1342 sq. mts, situated at Village Anjuna, Goa and can deal with the same.

5. GENERAL:

- a. This Opinion on Title merely certifies the matters expressly dealt with in the opinion. The Opinion on Title does not consider or certify any other questions not expressly answered in the opinion.
- b. This Opinion on Title is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Opinion on Title, and we

are under no obligation to update this Opinion on Title with any information, replies or documents we receive after this date.

- c. Save as specifically stated in this Opinion on Title, we have not inspected or reviewed the original documents in respect of the Property.
- d. We have not been provided with any plans or photocopies of plans [including as annexures to any documents] except as specifically mentioned in this Opinion on Title.
- e. We have not verified whether appropriate stamp duty has been paid on the various documents referred to in this Opinion on Title.
- f. In accordance with our scope of work and our qualifications:
 - i) We have not visited the site on which the Property is situated.
 - ii) We have not independently verified the area or boundaries of the Property. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the Property, as we have found them in various documents.
 - iii) We also do not express our opinion on matters related to actual physical use of the Property.
 - iv) We have not verified the market value of the Property or and we do not express any opinion on this issue.
 - v) We do not express an opinion relating to plan permissions, approvals or development potential of the Property.
- g. We express no view about the zoning, user, reservations or FAR of the Property.
- h. Save as otherwise stated in this Opinion on Title, we express no view with respect to any structures or buildings standing on the Property.

- i. We have been informed by you that you have not been served with or received any notice from the government or any other local body or authority with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Opinion on Title. Further, we have been informed by you that there is no legislative enactment or government ordinance, order or notification with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Opinion on Title. We have assumed the genuineness of these assertions and have not verified issues relating to acquisition, requisition, reservation or setback of the Property or any portion of the Property by governmental authorities.
- j. We have not independently validated the taxes / cess / duties / charges payable in respect of the Property and make no comment with respect to these and our comments in regard to these are based solely on documents you have provided.
- k. We have not issued any public notice to invite claims from the public at large in respect of the title of Anjuna Goa Enterprises, with respect to the **Said Plot A**. Advocate Shivan Dessai had published a Public Notice dated 08th October 2019 in the Navhind Times (In English) and Gomantak (in Marathi), inviting claims/ objections from the public at large within 15 days from the date of publication. Vide Letter dated 28th November 2019 issued by Advocate Shivan Dessai, we have been informed that after a elapse of 15 days, no objections were received with respect to the **Said Plot A**.
- l. We have not carried out a search of the registers or records maintained with the concerned offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities.
- m. We have not carried out any searches at the offices or websites of the Registrar of Companies.

- n. We have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the Property. Our comments relating to such dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.
- o. We have not conducted any searches with respect to the information available with the Goa Real Estate Regulatory Authority (RERA) or on the website of the Goa RERA relating to the Property.
- p. We have not independently verified the information submitted to the Goa RERA or displayed on the website of the Goa RERA in relation to the Property.
- q. For the purpose of this Opinion on Title, we have assumed :
- i) the legal capacity of all natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
 - ii) that the persons executing documents have the necessary authority to execute them;
 - iii) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
 - iv) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;
 - v) that there have been no amendments or changes to the documents we have examined;
 - vi) that all prior documents have been adequately stamped and duly registered;
 - vii) that each document binds the parties intended to be bound by it;
 - viii) that the photocopies provided to us are accurate photocopies of originals;
 - ix) that all translations of documents provided to us are complete and accurate;
 - x) the accuracy and completeness of all the factual statements and representations made in the documents;

- x) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;
- xii) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Opinion on Title are correct and otherwise genuine; and
- xiii) The following documents have not been furnished to us:
 - a. Divergence Certificate stating that Jacob Da Cruz and Anthony Joseph Jacob D'Cruz alias Antonio Joao Jacob De Cruz is one and the same person.
 - b. Wills executed by Delfina Alvares alias Delphine Alvares and Beryl Alvares Gouveia Pinto.
 - c. Agreement for Sale dated 16th May 1997, executed by Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares as the "Prospective Vendors" and Mr. Santosh Srinivas Naik as the "Prospective Purchaser".

- r. For the purposes of this Opinion on Title, we have relied upon:
 - i) Photocopies / typed copy of documents where original documents were not available.
 - ii) Photocopies of the documents provided to us as enlisted in Clause 2 above.

- s. For the purpose of this Opinion on Title, we have relied upon information relating to lineage as available in the revenue records and as provided by you.


- t. A certificate, determination, notification, opinion or the like provided by any professional 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 to the contrary in such a document.

- u. Even though this document is titled "Opinion on Title", it is in fact an opinion based on the documents we have reviewed. This Opinion on Title has been provided at the request of the client to whom it is addressed.

- v. This Opinion on Title is limited to matters related to Indian law alone (as on the date of this Opinion on Title) and we express no opinion on laws of any other jurisdiction.
6. This opinion is addressed to Casa Luxury Realty Eight LLP alone. This opinion may not be disclosed, furnished, quoted or relied on by any person or entity other than Casa Luxury Realty Eight LLP for any purpose without our prior written consent. It may however be disclosed or furnished by Casa Luxury Realty Eight LLP 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.
7. Our liability relating to the services provided in connection with the preparation of this opinion on title shall not exceed fifty percent (50%) of the professional fees paid by Casa Luxury Realty Eight LLP for these services. In no event shall we be liable for any consequential, special, incidental or punitive loss, damage or expense, even if we have been advised of the possibility of such loss, damage or expense.

Dated this 02nd December 2019.

M/s. Hariani & Co.


Partner

To,
Casa Luxury Realty Seven LLP
First Floor, 42A,
Impression House,
G. D. Ambekar Marg,
Wadala, Mumbai – 400031.

OPINION ON TITLE

Re: All that plot of land admeasuring 2490 sq. mts., bearing new survey no.436 sub division no.1-A-3, forming a part of the property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 4922 sq. mts., bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz. The Said Plot is bounded as under:

On the East : By the road;

On the West : By property bearing survey no.436/1;

On the North : By the property bearing survey no.436/1-A;

On the South : By the road.

(hereinafter, for the sake of brevity be referred to as "**the Said Plot C**")

1. LOCATION:

All that plot of land admeasuring 2490 sq. mts., bearing new survey no.436 sub division no.1-A-3, forming a part of the property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 4922 sq. mts., bearing Old Cadastral Survey No.660, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz. (hereinafter for the sake of brevity be referred to as "**the Said Plot C**")

2. DOCUMENTS PERUSED:

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

1. Demarcation by the Directorate of Land Survey with respect to property bearing Cadastral Plan no.660. (In Portuguese alongwith the translation)
2. Registo Do Agrimensor (In Portuguese) alongwith the translation of the Registration of the Land Surveyor dated 30th October 2019, with respect to the property bearing Provisional No. 660 of Village Anjuna, Goa.
3. Index of Land of Village Anjuna, with respect to Old Survey no.660. (In Portuguese alongwith the translation)
4. Death Certificates of Edultrudes da Cruz and Joao Manuel Francisco da Cruz Alvares (In Portuguese alongwith the translation)
5. Burial Certificate of the Anita D'Souza dated 14th February 1987. (In Portuguese alongwith the translation)
6. Judgement dated 28th February 1994, passed by the Deputy Collector & Sub Divisional Officer, Mapusa.
7. Records and proceedings of the Inventory Proceedings no.247/1997 filed before the Civil Judge Senior Division at Mapusa, Goa.
8. Agreement for Sale dated 02nd August 1997, executed before Notary N.S. Porob.
9. Form No.9 issued by the Office of the Talathi of Anjuna, with respect to mutation entry no.468 with respect to survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa.
10. Power of Attorney dated 20th October 1999 executed by Hanuman Naik, 2. Santosh Naik and Simita Naik infavour of Kanti Narayan Assagaokar and Janardhan Mandrekar.
11. Power of Attorney dated 21st October 1999 executed by Leonildes Alvares infavour of Lawrence Alvares

12. Deed of Sale dated 22nd October 1999, duly registered in the office of the Sub Registrar of Bardez under no.1675 of Book No.I, Volume No.684 dated 25th October 1999
13. Form No.9 issued by the Office of the Talathi of Anjuna, with respect to mutation entry no.673 with respect to survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa.
14. Power of Attorney dated 19th April 2006 executed before Notary P.G. Narulkar and registered under no.537/06.
15. Power of Attorney dated 03rd July 2006 executed before Mary Jane Briers, Notary Public, State of West Virginia and seen in the Consular Section of the Embassy of India, Washington DC on 11th July 2006
16. Deed of Sale dated 28th September 2006, duly registered in the office of the Sub Registrar of Bardez under no.5123 at pages 296 to 312 of Book No.I, Volume No.1833 dated 10th October 2006.
17. Deed of Sale dated 20th December 2006, registered in the office of the Sub Registrar of Bardez under no.6421 at pages 295 to 312 of Book No.I, Volume No.1931 dated 28th December 2006.
18. Form I and XIV with respect to survey no.436 sub-division 1-A-3 of Village Anjuna, Taluka Bardez, Goa.
19. Nil Encumbrance Certificate dated 16th July 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa.
20. Technical Clearance Order bearing reference no. TPB/5744/ANJ/TCP-19/39432747 dated 26th June 2019, issued by the office of the Town and Country Planning Department.
21. Land Use Zoning Information bearing reference no.TPBZ/ZON/6834/ANJ/TCP-19/4426 dated 25th September 2019 issued by the Office of the Town & Country Planning Department.
22. Certificate dated 21st October 2019 issued by Mr. Domiana Nazareth, Supdt. of Surveys and Land Records

23. Nil Encumbrance Certificate dated 08th November 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa.

3. BRIEF HISTORY:

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

- i. Upon perusal of the Act of Demarcation dated 15th February 1933, carried out by the Land Surveyor in terms of the Legislative Diploma No.764 of 26th November 1934, it appears that the property bearing Cadastral Survey no.660 was originally owned by one Jacob Cruz. Although, the Legislative Diploma No.764 is dated 26th November 1934, the Act of Demarcation was erroneously dated 15th February 1933.
- ii. Upon perusal of the translation of the Registration of the Land Surveyor (i.e. Registo Do Agrimensor) dated 30th October 2019, with respect to the property bearing Provisional (i.e. Cadastral Survey) No.660 of Village Anjuna, Goa, it appears that name of Jacob Da Cruz was recorded as the owner of the property, admeasuring 0.4922 hectares.
- iii. Upon perusal of the Certificate dated 21st October 2019 issued by Mr. Domiana Nazareth, Superintendent of Surveys and Land Records, it appears that the new survey no.436/1-A and survey no.436/1-A-3(Part) of Village Anjuna correspond to the old cadastral survey no.660 of Village Anjuna, Bardez Taluka, Goa.
- iv. Upon perusal of the Index of Land of Village Anjuna, with respect to Survey no.436/1, it appears that the name of the Comunidade of Anjuna was recorded in the Occupants Column. We have perused through the Judgement dated 28th February 1994, passed by the Deputy Collector & Sub Divisional Officer, Mapusa. Upon perusal of the same, it appears that one Leonildes Pinto e Alvares and Beryl Goveia Pinto had jointly filed an application dated 27th October 1992 under section 113 of the Land Revenue Code, 1968, requesting resurvey of their property surveyed under no.436/1 of Village Anjuna. The said Application was filed before the Deputy Collector & Sub Divisional Officer, Mapusa Sub-Division, Mapusa, wherein the Director of

Settlement and Land Records, Panaji and the Comunidade of Anjuna were arrayed as Respondents therein.

In the said application, the Applicants contended that although the area of the property as per the Old Cadastral No.660 is 4922 sq. mts, in the new survey records of survey no.436/1, the area is shown as 102775 sq mts. Since, the Applicants held the land separately, vide Order no.16/122/92 dated 01.04.1993, the Deputy Collector had directed the Director of Land Survey, Panaji, to demarcate and re-fix the boundaries. Accordingly, the Director of Settlement and Land Records had revised the plan, showing the area of the survey no.436/1 as 102775 sq mts and survey no.436/1-A as 4660 sq mts. and road admeasuring 262 sq. mts. Pursuant thereto, the Government i.e. the Directorate of Settlement and Land Records, gave their no objection to include the area of the road in survey no.436/1-A.

Vide the said Judgment 28th February 1994, the Deputy Collector allowed the said Application dated 27th October 1992 and corrected the area of the property as follows:

- a. Survey No.436/1, admeasuring 98115 sq.mts., wherein the Occupant is Comunidade of Anjuna.
 - b. Survey No.436/1-A, admeasuring 4922 sq.mts, wherein the Occupant is Leonaldes Pinto e Alvares and Beryl Goveia Pinto.
- v. The property known as "Borde Chiva" or "Kate Munag Chivar", admeasuring 4922 sq. mts., bearing Old Cadastral Survey No.660 and new survey no.436 sub division no.1-A, situated in the Village of Anjuna, Bardez-Goa and Sub-District of Goa in the State of Goa, which is neither found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office of Bardez for Matriz, shall hereinafter be referred to as the "**Said Entire Property**".
- vi. It appears from the perusal of the records and proceedings of the Inventory Proceedings no.247/1997 filed before the Civil Judge Senior Division at Mapusa, Goa, that one Lawrence Conceicao Alvares alias Lourencinho Alvares, son of Late Joao Manuel Francisco Da Cruz Alvares and Late Edeltrudes Da Cruz, had initiated the said inventory proceedings for partition of the estate of 1. Anthony Joseph Jacob D'Cruz alias Antonio Joao Jacob De

Grúz, 2. Maria Piedade Da Grúz e Alvares alias Maria Guleria Piedade D'Grúz e Alvares; 3. Estella Alvares alias Stella Alvares; 4. Leofredo Agenor de Gouvea Pinto; 5. Ludovico Inacio alias Ludovico Alvares; 6. Gertrude Alvares alias Gurty Alvares; 7. Delfina Alvares alias Delphine Alvares and 8. Beryl Alvares Gouveia Pinto (hereinafter referred to as the "deceased heirs"); in the absence of a Divergence Certificate, it is not known to us, if Jacob Da Grúz and Anthony Joseph Jacob D'Grúz alias Antonio Joao Jacob Da Grúz is one and the same person.

- vii. It further appears from the perusal of the said Inventory Proceedings, that
- a. the said Anthony Joseph Jacob D'grúz alias Antonio Joao Jacob Da Grúz expired as a bachelor on 01st September 1964 in Bombay, without any descendants or ascendants and without leaving any Will of his last disposition, leaving behind his sisters Maria Piedade Da Grúz e Alvares alias Maria Guleria Piedade D'Grúz e Alvares and Edeltrudes Da Grúz;
 - b. the said Maria Piedade Da Grúz e Alvares alias Maria Guleria Piedade D'Grúz e Alvares was married to one Pedro Ceaser Alvares. The said Pedro Ceaser Alvares expired on 19th October 1943 and the said Maria Piedade Da Grúz e Alvares alias Maria Guleria Piedade D'Grúz e Alvares expired on 21st December 1971, leaving behind the following children as their sole and universal heirs:
 - a. Estella Alvares alias Stella Alvares;
 - b. Ludovico Alvares;
 - c. Gertrude Alvares alias Gurty Alvares;
 - d. Delfina Alvares alias Delphine Alvares;
 - e. Beryl Alvares Gouveia Pinto.
 - c. the said Estella Alvares alias Stella Alvares expired as a spinster on 09th April 1963, without leaving any descendants or ascendants and as her universal heirs all her other siblings.
 - d. the said Beryl Alvares Gouveia Pinto was married to Leofredo Agenor de Gouvea Pinto. The said Leofredo Agenor de Gouvea Pinto expired on 10th February 1965.
 - e. that the said Ludovico Alvares expired as a "bachelor" on 13th March 1966. However, upon perusal of the death Certificate of the said Ludovico

Alvares, it appears that he was married to one Anita D'Souza. It is quite pertinent to note that the said Anita D'Souza, has not been shown in the said Inventory Proceedings as an Interested Party. We have been furnished the Burial Certificate of the said Anita D'Souza. Upon perusal of the same, it appears that she expired on 14th February 1987 and was buried on the same day at St. Peter's Cemeteries, Mumbai. In the absence of a Deed of Succession of the said Ludovico Alvares, we are unable to ascertain, if the said Ludovico Alvares had any other legal heirs. However, we have perused through the Death Certificate of the said Ludovico Alvares, wherein it has been stated that he was not survived by anyone.

- f. that the said Gertrude Alvares alias Gurty Alvares expired as a spinster on 03rd March 1989, without leaving any descendants or ascendants and as her universal heirs all her other siblings.
- g. that the said Delfina Alvares alias Delphine Alvares expired as a spinster on 08th September 1996, without leaving any descendants or ascendants and as her universal heirs all her other siblings.
- h. that the said Beryl Alvares Gouveia Pinto expired on 06th January 1997.

In the said Inventory Proceedings, it has been stated that Delfina Alvares alias Delphine Alvares and Beryl Alvares Gouveia Pinto had executed Wills of their Testamentary Disposition of their last wishes. We have not been furnished copies of the said Wills.

- viii. During the pendency of the said Inventory Proceedings, vide Agreement for Sale dated 16th May 1997, executed by Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares as the "Prospective Vendors" and Mr. Santosh Srinivas Naik as the "Prospective Purchaser", the Prospective Vendors agreed to sell to the Prospective Purchaser, an area admeasuring 2461 sq. mts. (i.e. Southern Part), forming a part of the Said Entire Property. We have not been furnished with the copy of the said Agreement for Sale dated 16th May 1997, for our reference.
- ix. Subsequently, vide Agreement for Sale dated 02nd August 1997, executed before Notary N.S. Porob, by Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares as the "Prospective Vendors" and Santosh Srinivas Naik as the "Prospective Purchaser", the Prospective

Vendors agreed to sell to the Prospective Purchaser, the balance area admeasuring 2461 sq. mts. (i.e. Northern Part), forming a part of the Said Entire Property.

- x. Upon perusal of the List of Assets dated 12th December 1997 filed in the aforementioned Inventory Proceedings no.247/1997, it appears that the Said Entire Property was listed at Item No.1 and valued at Rs.60,000/- (Rupees Sixty Thousand Only)
- xi. Upon perusal of the Order dated 01st April 1998 passed in said Inventory Proceedings, it appears that as per the Statement given on Oath by the said Lawrence Conceicao Alvares alias Lourencinho Alvares, the aforementioned deceased heirs had left no other heirs. Taking the same into consideration, the Hon'ble Court allotted the Said Entire Property to Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares.
- xii. It is pertinent to note that the Edultrudes da Cruz and her husband Joao Manuel Francisco da Cruz Alvares (i.e. the other sister of Anthony Joseph Jacob D'cruz alias Antonio Joao Jacob De Cruz and parents of the said Lawrence Conceicao Alvares) have not been made parties to the aforementioned Inventory Proceedings. We have been furnished Death Certificates of Edultrudes da Cruz and Joao Manuel Francisco da Cruz Alvares. Upon perusal of the same, it appears that Joao Manuel Francisco da Cruz Alvares expired on 17th May 1916 and Edultrudes da Cruz expired on 15th November 1916, leaving behind only one son as their heir.
- xiii. Upon perusal of the Form No.9 issued by the Office of the Talathi of Anjuna, with respect to mutation entry no.468 with respect to survey no.436 subdivision 1-A of Village Anjuna, Taluka Bardez, Goa, it appears that pursuant to the Order passed in the aforementioned Inventory Proceedings, on 11th June 1998, Lawrence Conceicao Alvares alias Lourencinho Alvares had filed an application to mutate his name in the occupants column as the co-owner of the property bearing survey no.436/1-A of Village Anjuna. Pursuant thereto, the name of Beryl Goveia Pinto was deleted and the name of Lawrence Conceicao Alvares alias Lourencinho Alvares was recorded therein.
- xiv. Vide Power of Attorney dated 20th October 1999 executed before Notary S. V. Thali, a. Hanuman Srinivas Naik alias Hanuman Srinivas Nayak, b. Santosh

Srinivas Naik and c. Smita Srinivas Naik alias Smita Shrinivas Nayak appointed Kanti Narayan Assagaokar and Janardhan Gurudas Mandrekar, to do all acts and deeds, which included powers to purchase or agree to purchase any immovable or movable property in Goa and to present the same before the Sub-Registrar for the purpose of registration.

- xv. Vide Power of Attorney dated 21st October 1999 executed before Notary S. V. Thali, Leonildes Pinto e Alvares appointed Lawrence Conceicao Alvares alias Lourencinho Alvares as her attorney, to do all acts and deeds, which included powers to sell the Said Entire Property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.
- xvi. By and under a Deed of Sale dated 22nd October 1999, duly registered in the office of the Sub Registrar of Bardez under no.1675 of Book No.I, Volume No.684 dated 25th October 1999, 1.Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife 2.Leonildes Pinto e Alvares therein referred to as the "Vendors" and 1. Hanuman Srinivas Naik alias Hanuman Srinivas Nayak, 2. Santosh Srinivas Naik and 3. Smita Srinivas Naik alias Smita Shrinivas Nayak, therein referred to as the "Purchasers", the Vendors sold to the Purchasers, their right, title and interest with respect to a plot of land admeasuring 2490 sq.mts., forming a part of the Said Entire Property, (hereinafter referred to as the "Said Plot C"), on the terms and conditions recorded therein.

The Vendor No.2 therein was represented by her lawful attorney Lawrence Conceicao Alvares alias Lourencinho Alvares duly constituted vide Power of Attorney dated 21st October 1999 executed before Notary S. V. Thali. The Purchasers therein were represented by their lawful attorney Kanti Narayan Assagaokar duly constituted vide Power of Attorney dated 20th October 1999 executed before Notary S. V. Thali.

- xvii. Upon perusal of the Form No.9 issued by the Office of the Talathi of Anjuna, with respect to mutation entry no.673 with respect to survey no.436 sub-division 1-A of Village Anjuna, Taluka Bardez, Goa, it appears that the names 1.Hanuman Srinivas Naik alias Hanuman Srinivas Nayak, 2. Santosh Srinivas Naik and 3. Smita Srinivas Naik alias Smita Shrinivas Nayak were recorded in

the occupants column as co-owners of the property bearing survey no.436/1-A of Village Anjuna.

- xviii. Vide Power of Attorney dated 19th April 2006 executed before Notary P.G. Narulkar and registered under no.537/06, 1. Santosh Srinivas Naik alias Santosh Shrinivas Nayak, 2. Smita Shrinivas Nayak, 3. Debashish Majumdar appointed Hanuman Shrinivas Nayak alias Hanuman Srinivas Naik as their attorney, to do all acts and deeds, which included powers to sell the **Said Plot C**, purchase any immovable property and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.
- xix. Vide Power of Attorney dated 03rd July 2006 executed before Mary Jane Briers, Notary Public, State of West Virginia and seen in the Consular Section of the Embassy of India, Washington DC on 11th July 2006, Doris Jean Naik alias Doris Jean Richmond appointed her husband Santosh Naik alias Santosh Srinivas Nayak and her brother-in-law Hanuman Shrinivas Nayak alias Hanuman Srinivas Naik as her attorneys, to do all acts and deeds, jointly or severally, which included powers to sell the **Said Plot C** and execute Deed of Sale, etc. and to present the same before the Sub-Registrar for the purpose of registration.
- xx. Vide Deed of Sale dated 28th September 2006, duly registered in the office of the Sub Registrar of Bardez under no.5123 at pages 296 to 312 of Book No.I, Volume No.1833 dated 10th October 2006, Smita Shrinivas Nayak and her husband Debashish Majumdar, therein referred to as the "Vendors" and Santosh Srinivas Naik alias Santosh Shrinivas Nayak, therein referred to as the "Purchaser", the Vendors sold to the Purchaser, their undivided share in the **Said Plot C**, which is equal to 830 sq.mts., on the terms and conditions recorded therein.

The Vendors and the Purchaser therein were represented by their lawful attorney Hanuman Shrinivas Nayak alias Hanuman Srinivas Naik duly constituted vide Power of Attorney dated 19th April 2006 executed before Notary P.G. Narulkar and registered under no.537/06.

- xxi. By and under a Deed of Sale dated 20th December 2006, registered in the office of the Sub Registrar of Bardez under no.6421 at pages 295 to 312 of Book No.I, Volume No.1931 dated 28th December 2006, 1.Santosh Srinivas

Naik alias Santosh Shrinivas Nayak, his wife 2. Doris Jean Naik alias Doris Jean Richmond, 3. Hanuman Srinivas Naik alias Hanuman Srinivas Nayak and his wife 4. Sapna H. Naik alias Sapna H. Nayak, therein referred to as the "Vendors" and Rahul Shah, therein referred to as the "Purchaser", the Vendors sold the **Said Plot C** to the Purchaser, on the terms and conditions recorded therein.

The Vendor Nos.1 and 2 were represented by their attorney Hanuman Srinivas Naik alias Hanuman Srinivas Nayak duly constituted vide Power of Attorney dated 03rd July 2006 executed before Mary Jane Briers, Notary Public, State of West Virginia and seen in the Consular Section of the Embassy of India, Washington DC on 11th July 2006.

- xxii. Pursuant to mutation entry bearing no.51890, the name of Rahul Shah was recorded in the occupants column in the Form I and XIV with respect to survey no.436 sub-division 1-A-3 of Village Anjuna, Taluka Bardez, Goa, i.e. **Said Plot C**.
- xxiii. Upon perusal of the Nil Encumbrance Certificate dated 16th July 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa, it appears that there are no encumbrances affecting the **Said Plot C** for the period 28th December 2006 to 16th July 2019.
- xxiv. Upon perusal of the Technical Clearance Order bearing reference no. TPB/5744/ANJ/TCP-19/39432747 dated 26th June 2019, issued by the office of the Town and Country Planning Department, with respect to survey no.436 sub-division 1-A-3 of Village Anjuna i.e. **Said Plot C**, it appears that Technical Clearance was granted for carrying out proposed construction of residential Villas A and B.
- xxv. As per the Land Use Zoning Information bearing reference no.TPBZ/ZON/6834/ANJ/TCP-19/4426 dated 25th September 2019 issued by the Office of the Town & Country Planning Department, it appears that the property bearing survey no.436/1-A-3 i.e. **Said Plot C** falls under "Settlement Zone", as per the Regional Plan for Goa 2021.

xxvi. Upon perusal of the Nil Encumbrance Certificate dated 08th November 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa, it appears that there are no encumbrances affecting the **Said Plot C** for the period 20th December 2006 to 06th November 2019.

3. PUBLIC NOTICE:

We have not issued a Public Notice with respect to the **Said Plot C**. Advocate Shivan Dessai had published a Public Notice dated 08th October 2019 in the Navhind Times (in English) and Gomantak (in Marathi), inviting claims/ objections from the public at large within 15 days from the date of publication, in respect of title of Mr. Rahul Shah, with respect to the **Said Plot C**.

Vide Letter dated 28th November 2019 issued by Advocate Shivan Dessai, we have been informed that after a elapse of 15 days, no objections were received.

4. CONCLUSION:

In our opinion and **subject** to what is stated hereinabove, Mr.Rahul Shah is entitled to and has free, clear and marketable title to the **Said Plot C** bearing survey no.436/1-A-3, admeasuring 2490 sq. mts, situated at Village Anjuna, Goa and can deal with the same.

5. GENERAL:

- a. This Opinion on Title merely certifies the matters expressly dealt with in the opinion. The Opinion on Title does not consider or certify any other questions not expressly answered in the opinion.
- b. This Opinion on Title is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Opinion on Title, and we are under no obligation to update this Opinion on Title with any information, replies or documents we receive after this date.

xxvi. Upon perusal of the Nil Encumbrance Certificate dated 08th November 2019 issued by the Office of the Sub-Registrar of Bardez at Mapusa, it appears that there are no encumbrances affecting the **Said Plot C** for the period 20th December 2006 to 06th November 2019.

3. PUBLIC NOTICE:

We have not issued a Public Notice with respect to the **Said Plot C**. Advocate Shivan Dessai had published a Public Notice dated 08th October 2019 in the Navhind Times (in English) and Gomantak (in Marathi), inviting claims/ objections from the public at large within 15 days from the date of publication, in respect of title of Mr. Rahul Shah, with respect to the **Said Plot C**.

Vide Letter dated 28th November 2019 issued by Advocate Shivan Dessai, we have been informed that after a elapse of 15 days, no objections were received.

4. CONCLUSION:

In our opinion and **subject** to what is stated hereinabove, Mr. Rahul Shah is entitled to and has free, clear and marketable title to the **Said Plot C** bearing survey no.436/1-A-3, admeasuring 2490 sq. mts, situated at Village Anjuna, Goa and can deal with the same.

5. GENERAL:

- a. This Opinion on Title merely certifies the matters expressly dealt with in the opinion. The Opinion on Title does not consider or certify any other questions not expressly answered in the opinion.
- b. This Opinion on Title is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Opinion on Title, and we are under no obligation to update this Opinion on Title with any information, replies or documents we receive after this date.

- c. Save as specifically stated in this Opinion on Title, we have not inspected or reviewed the original documents in respect of the Property.
- d. We have not been provided with any plans or photocopies of plans (including as annexures to any documents) except as specifically mentioned in this Opinion on Title.
- e. We have not verified whether appropriate stamp duty has been paid on the various documents referred to in this Opinion on Title.
- f. In accordance with our scope of work and our qualifications:
- i) We have not visited the site on which the Property is situated.
 - ii) We have not independently verified the area or boundaries of the Property. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the Property, as we have found them in various documents.
 - iii) We also do not express our opinion on matters related to actual physical use of the Property.
 - iv) We have not verified the market value of the Property or and we do not express any opinion on this issue.
 - v) We do not express an opinion relating to plan permissions, approvals or development potential of the Property.
- g. We express no view about the zoning, user, reservations or FAR of the Property.
- h. Save as otherwise stated in this Opinion on Title, we express no view with respect to any structures or buildings standing on the Property.
- i. We have been informed by you that you have not been served with or received any notice from the government or any other local body of authority with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion

of it save as disclosed in the Opinion on Title. Further, we have been informed by you that there is no legislative enactment or government ordinance, order or notification with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Opinion on Title. We have assumed the genuineness of these assertions and have not verified issues relating to acquisition, requisition, reservation or setback of the Property or any portion of the Property by governmental authorities.

- j. We have not independently validated the taxes / cess / duties / charges payable in respect of the Property and make no comment with respect to these and our comments in regard to these are based solely on documents you have provided.
- k. We have not issued any public notice to invite claims from the public at large in respect of the title of Rahul Shah, with respect to the **Said Plot C**. Advocate Shivan Dessai had published a Public Notice dated 08th October 2019 in the Navhind Times (in English) and Gomantak (in Marathi), inviting claims/ objections from the public at large within 15 days from the date of publication. Vide Letter dated 28th November 2019 issued by Advocate Shivan Dessai, we have been informed that after a elapse of 15 days, no objections were received with respect to the **Said Plot C**.
- l. We have not carried out a search of the registers or records maintained with the concerned offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities.
- m. We have not carried out any searches at the offices or websites of the Registrar of Companies.
- n. We have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the Property. Our comments relating to such

dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.

- o. We have not conducted any searches with respect to the information available with the Goa Real Estate Regulatory Authority (RERA) or on the website of the Goa RERA relating to the Property.
- p. We have not independently verified the information submitted to the Goa RERA or displayed on the website of the Goa RERA in relation to the Property.
- q. For the purpose of this Opinion on Title, we have assumed :
 - i) the legal capacity of all natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
 - ii) that the persons executing documents have the necessary authority to execute them;
 - iii) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
 - iv) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;
 - v) that there have been no amendments or changes to the documents we have examined;
 - vi) that all prior documents have been adequately stamped and duly registered;
 - vii) that each document binds the parties intended to be bound by it;
 - viii) that the photocopies provided to us are accurate photocopies of originals;
 - ix) that all translations of documents provided to us are complete and accurate;
 - x) the accuracy and completeness of all the factual statements and representations made in the documents;
 - xi) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;
 - xii) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Opinion on Title are correct and otherwise genuine; and

- xiii) The following documents have not been furnished to us:
- a. Divergence Certificate stating that Jacob Da Cruz and Anthony Joseph Jacob D'Cruz alias Antonio Joao Jacob De Cruz is one and the same person.
 - b. Wills executed by Delfina Alvares alias Delphine Alvares and Beryl Alvares Gouveia Pinto.
 - c. Agreement for Sale dated 16th May 1997, executed by Lawrence Conceicao Alvares alias Lourencinho Alvares and his wife Leonildes Pinto Alvares as the "Prospective Vendors" and Mr. Santosh Srinivas Naik as the "Prospective Purchaser".
- r. For the purposes of this Opinion on Title, we have relied upon:
- i) Photocopies / typed copy of documents where original documents were not available.
 - ii) Photocopies of the documents provided to us as enlisted in Clause 2 above.
- s. For the purpose of this Opinion on Title, we have relied upon information relating to lineage as available in the revenue records and as provided by you.
- t. A certificate, determination, notification, opinion or the like provided by any professional 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 to the contrary in such a document.
- u. Even though this document is titled "Opinion on Title", it is in fact an opinion based on the documents we have reviewed. This Opinion on Title has been provided at the request of the client to whom it is addressed.
- v. This Opinion on Title is limited to matters related to Indian law alone (as on the date of this Opinion on Title) and we express no opinion on laws of any other jurisdiction.

6. This opinion is addressed to Casa Luxury Realty Seven LLP alone. This opinion may not be disclosed, furnished, quoted or relied on by any person or entity other than Casa Luxury Realty Seven LLP for any purpose without our prior written consent. It may however be disclosed or furnished by Casa Luxury Realty Seven LLP 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.
7. Our liability relating to the services provided in connection with the preparation of this opinion on title shall not exceed fifty percent (50%) of the professional fees paid by Casa Luxury Realty Seven LLP for these services. In no event shall we be liable for any consequential, special, incidental or punitive loss, damage or expense, even if we have been advised of the possibility of such loss, damage or expense.

Dated this 02nd December 2019.

M/s. Hariani & Co.

Sujai Joshi

Partner