

SOMNATH B. KARPE

Advocate

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TITLE REPORT

To,

M/S Manas Spaces LLP

A Limited Liability Partnership
Having its office at Plot No 22/B,
GF-I, happy Homes
Housing Society, La Campala,
Miramar Panaji Goa.
Through its partner
Tanmay Ulhas Kholkar alias
Jevottam Ulhas Kholkar.

Sir,

**Subject: Title Report in respect of all that part and parcel of
Property admeasuring 7825 sq.mts surveyed under Survey
no.48/4 forming part of the larger property known as
PADRIGUELEM BATA' or "KALIZOR' situated at the village of
Moir, within the limits of Village Panchayat of Moira, Taluka
and Sub-District of Bardez, District of North, State of Goa.**



I. DESCRIPTION OF THE PROPERTY

ALL THAT part and parcel of Said Property admeasuring 7825 sq.mts surveyed under Survey no.48/4 forming part of the larger property known as PADRIGUELEM BATA' or "KALIZOR' situated at the village of Moira, within the limits of Village Panchayat of Moira, Taluka and Sub-District of Bardez, District of North, State of Goa, not described in the Land Registration office but enrolled in the Land Revenue Records of Bardez Taluka under Matriz Nos. 1654, 1663 and 1670, District of North Goa in the State of Goa and as per the survey record bounded as follows;

On the North: rain water Drain and Survey No.49

On the South: By road beyond which lies, survey no. 67/19, the other portion of the Larger Property brought by Acron Developers Pvt. Ltd.

On the East: By the remaining Property bearing Survey No.48/4 admeasuring 975sqmts acquired by PWD Department of Goa.

On the West: By property bearing Survey No.48/3 and 48/6.

II. DESCRIPTION OF DOCUMENTS

1. Orphanological Inventory Proceedings bearing No.114/48.
2. Manual Form I and XIV pertaining to Survey No.48/4, Village Moira.
3. Certificate of Possession dated 07-09-1981, issued by the Asst Engineer Sub Division III WDXVII.
4. Deed of Renunciation dated 22/06/1987.
5. Deed of Declaration of Succession dated 23/06/1987.
6. Form I and XIV pertaining to Survey No.48/4, Village Moira.
7. Survey Plan Pertaining to Survey No.48/4, Village Moira.
8. Award dated 24/03/20003, passed in land acquisition case no. I/74/Dy.Col/REV/2000.
9. Sanad dated 09/02/2022, bearing No.4/334/CNV/AC-III/2021/91.
10. TCP NOC dated 06/09/2022 bearing no. TPB/7664/MOI/TCP-2022/4994.
11. NOC dated 09/09/2022, bearing No. AE/II/XVII/22-23/O&M/Tech-5/1099, issued by office of the Sub Divisional Engineer Sub Division -II Mapusa-Goa.

12. NOC dated 14/09/2022, bearing No. PWD/SDII/PHE- N/F.10/326/22-23, issued by Office of the Assistant Engineer Sub-Div-II, DXVII (PHE-N) PWD, Mapusa Goa.
13. NOC dated 19/09/2022 bearing No. PHC/ Aldona /NOC/ Const 2021-2022/I, issued by Primary Health Centre Aldona.
14. Construction License dated 20/10/2022 bearing no.nVP/Moi/F/Plan/Per/21/2022-23/900, issued by Village Panchayat of Moira.
15. Deed of Sale dated 29/09/2021.
16. Agreement for Development cum sale dated 30-04-2024.
17. Nil Encumbrance Certificate

III. FLOW OF TITLE:

A. There exists a Property known "PADRIGUELEM BATA' or "KALIZOR', Admeasuring 7825 sq. mts, surveyed under Survey No.48/4, situated at the Village of Moira, forming part of the Larger property admeasuring 8,800 sq. mts, Surveyed under Survey No.48/4 and 67/19, within the limits of Village Panchayat of Moira, not described in the Land Registration office but




enrolled in the Land Revenue Records of Bardez Taluka under Matriz Nos. 1654, 1663 and 1670, Taluka and Sub-District of Bardez, District of North, State of Goa, herein after referred to as **"SAID PROPERTY"**.

B. The documents which are furnished for my perusal namely Orphanological Inventory bearing No.114/48, instituted in the year 1948, that is about 74 years back upon death of Luis Gonzaga Pereira, reveals that the said property was owned and possessed by said Luis Gonzaga Pereira.

C. In the said Inventory Proceedings, his widow namely Ludovina Candida Eugenia De Souza e Pereira, was appointed as the administrator of estate left over by said Luis Gonzaga Pereira and in the said Inventory proceeding the above said property came to be listed as one of the assets left over by said Luis Gonzaga Pereira, under item no. I.

D. As per the statement of the Cabeça de Casal in the said Inventory Proceeding namely Ludovina Candida



Eugenia De Souza e Pereira, widow of said Luis Gonzaga Pereira, it came to be declared that said Luis Gonzaga Pereira expired on 3rd April 1948, leaving behind his moiety holder said declarant namely Ludovina Candida Eugenia De Souza e Pereira and as his sole and universal heirs his four children who were minors then namely;

1. Carlota Eugenia
2. Lilia Eugenia Pereira
3. Jose Gonzaga Pereira
4. Arsenia Bugenia Pereira.

E. That upon complying with the procedures of Law in the said inventory proceedings, a chart of partition came to be drawn on 14/01/1949, by virtue of which the said property came to be allotted jointly to widow of late Luis Gonzaga Pereira namely Ludovina Candida Eugenia De Souza e Pereira, to the extent of half share in the said property and balance $1/8^{\text{th}}$, $1/8^{\text{th}}$, $1/8^{\text{th}}$, $1/8^{\text{th}}$ share came to be allotted to his legal heirs namely Carlota Eugenia, Lilia Eugenia Pereira, Jose Gonzaga Pereira, Arsenia Bugenia Pereira. The said Chart of Partition came to be confirmed by the court of Civil Court of

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Comarca of Bardez, vide its order dated 14/01/11948.

By virtue of said allotment the Said Property of said Luis Gonzaga Pereira came to be inherited by Ludovina Candida Eugenia De Souza e Pereira, Carlota Eugenia, Lilia Eugenia Pereira, Jose Gonzaga Pereira and Arsenia Bugenia Pereira, as such they became absolute owners in possession of the SAID PROPERTY.

F. That by a Deed of Renunciation dated 22/06/1987, executed by some of the heirs of the late Luis Gonzaga Pereira namely the said Carlota Eugenia Pereira e Souza and her husband, Remegio Julio De Souza, Arsenia Eugenia Pereira e Pinto and her Husband Joao Francis Jose Caetano Pinto, and Lilia Eugenia Pereira e Gomes Pereira and her Husband, Custodio Manuel Gomes Pereira, above referred heirs surrendered, renounced, released and relinquished gratuitously all their rights interests claims in the inheritance of their late parents/ parents in law namely Luis Gonzaga Pereira and Ludovina Candida Eugenia De Souza e Pereira in favour of the other heir.

G. That by a deed of succession dated 23/06/1987, it came to be declared that said Ludovina Candida Eugenia De Souza e Pereira, widow of Luis Gonzaga Pereira expired on 20/04/1975, whilst making declaration, said deed of Renunciation dated 22/06/1987, was also taken into consideration and considering the fact that the said Carlota Eugenia Pereira e Souza and her husband, Remegio Julio De Souza, Arsenia Eugenia Pereira e Pinto and her Husband Joao Francis Jose Caetano Pinto, and Lilia Eugenia Pereira e Gomes Pereira and her Husband, Custodio Manuel Gomes Pereira has renounced their right, said Jose Gonzaga Pereira, came to be declared as the sole and universal heir and Successor of his late parents, namely Luis Gonzaga Pereira and Late Ludovina Candida Eugenia De Souza e Pereira.

H. Pursuant to the said Deed of Declaration 23/06/1987 and Deed of Succession dated 22/06/1987, said Jose Gonzaga Pereira, came to be declared as the sole and



universal heir and Successor of his late parents, namely Luis Gonzaga Pereira and Late Ludovina Candida Eugenia De Souza e Pereira and as such Jose Gonzaga Pereira became the absolute owner in possession of the Said Property.

I. That upon promulgation of the Survey records in terms of the provisions of Land Revenue Code 1968, the Said Property came to be surveyed in the records of rights of Village Moira under Survey No.48/4 and the name of Jose Gonzaga Pereira came to be recorded as Occupant in respect of the Said Property.

J. Said Jose Gonzaga Pereira was married to Jane Francisca Pereira under the regime of communion of asset as such both became absolute owners in possession of the Said Property.

K. The perusal of the document at serial no.3 and 8, namely Certificate of Possession dated 07-09-1981, issued by the Asst Engineer Sub Division III WDXVII, reveals that an area admeasuring 600 Sq.mts, of the Siad Property came to be acquired under the provisions



of the Land Acquisition Act 1894, by the Public Works Division XVII, Government of Goa, on 07-09-1981 and by an Award dated 28/03/2003 passed in the case no.1/74/Dy. Col/Rev/2000, an area of 375 sqmts, from the larger property came to be acquired by the Government of Goa and under said award compensation payable for said land acquisition came to be paid to said Jose Gonzaga Pereira. The balance portion of the Said Larger Property to the extent of 8200Sq.mts, continued to be owned and possessed by said Jose Gonzaga Pereira and his wife Jane Francisca Pereira, as absolute owners thereof.

L. By a deed of sale dated 29/09/2021, said Jose Gonzaga Pereira and Jane Francisca Pereira, sold the 8200sqmts, to Akbar Amirali Jaffer, Zeenat Akbar Jaffer, Saurabh Ramesh Sangekar, Archana Saurabh Sangekar, Heena Karim Jaffer, Zeenat Ahmed Jaffer, Mumtaz Aziz Jaffer.

M. Upon acquiring absolute right title and interest to the SAID PROPERTY, said Akbar Amirali Jaffer, Zeenat Akbar Jaffer, Saurabh Ramesh Sangekar, Archana

Saurabh Sangekar, Heena Karim Jaffer, Zeenat Ahmed Jaffer, Mumtaz Aziz Jaffer, got their names recorded in the survey records of Form I and XIV of Said Property, surveyed under Survey No.48/4 of Village Moira, in the Occupants Column thereof.

N. That with an intention to construct a residential villa in the Said Property, one of the co-owners of the said property by virtue of sale deed dated 29/09/2021, namely Saurabh Ramesh Sangekar, applied for permissions from the competent authority and the followings permissions came to be granted by the competent authorities namely;

- i. Sanad dated 09/02/2022, bearing No.4/334/CNV/AC-III/2021/91.
- ii. TCP NOC dated 06/09/2022 bearing no.TPB/7664/MOI/TCP-2022/4994.
- iii. NOC dated 09/09/2022, bearing No. AE/II/XVII/22-23/O&M/Tech-5/1099, issued by office of the Sub Divisional Engineer Sub Division -II Mapusa-Goa.
- iv. NOC dated 14/09/2022, bearing No. PWD/SDII/PHE-N/F.10/326/22-23, issued



by Office of the Assistant Engineer Sub-Div-II,

DXVII (PHE-N) PWD, Mapusa Goa

v. NOC dated 19/09/2022 bearing No. PHC/
Aldona /NOC/ Const 2021-2022/I, issued by
Primary Health Centre Aldona.

vi. Construction License dated 20/10/2022
bearing no. VP/Moi/F/Plan/Per/21/2022-
23/900, issued by Village Panchayat of Moira.

O. By an Agreement for Development Cum Sale dated
30/04/2024, duly registered before the Registrar of
Bardez, bearing registration no.BRZ-1-2597-2024,
dated 03-06-2024, came to be executed between said
Akbar Amirali Jaffer, Zeenat Akbar Jaffer, Saurabh
Ramesh Sangekar, Archana Saurabh Sangekar, Heena
Karim Jaffer, Zeenat Ahmed Jaffer, Mumtaz Aziz Jaffer,
with one M/S MANAS SPACES LLP, limited liability
Partnership, for development of the Said Property
admeasuring 7825 sqmts, that being the area left over
after acquisition of the portion of the Said Larger
Property, which fact is set out in para K herein above.

P. In terms of the said agreement the Manas Spaces LLP has been handed over with the possession of the Said Property, to commence development in accordance with the stipulation contained in the Joint Development Agreement.

Q. In terms of the consideration clause of the said agreement more particularly clause 5, Manas Spaces LLP are obliged to construct and handover 2300.39sqmts of built up area to the owners by way of 6 villas better described in schedule III to the said agreement, on proportionate undivided share in the said land corresponding to said 6 villas and retain the balance 8 villas to be constructed in the said property and in lieu of the same the owners shall convey the balance area and 4370.40 sqmts, undivided share in the property to Manas Spaces LLP and or its nominees, corresponding to the said 8 villas of Manas Spaces LLP. The description of the Villas is also set out in the said agreement.

R. In terms of clause 4.2(u)(x) of the said agreement, said Manas Spaces LLP are authorised to enter into agreement for sale of the villas allotted to them under said agreement with any third party.



S. From the perusal of the Agreement for Development

cum Sale dated 30/04/2024, it is observed that as

regards Heena Karim Jaffer, Zeenat Ahmed Jaffer,

Mumtaz Aziz Jaffer, though they are referred to in the

said agreement as housewives, their spouses are not

made parties to the said development agreement. There

is no clarity also, as to whether, they are governed under

Goan law or not. In view of what is stated above, in my

opinion, it might be advisable that spouses of respective

owners namely Heena Karim Jaffer, Zeenat Ahmed

Jaffer, Mumtaz Aziz Jaffer be added in the said

Agreement for development cum sale dated

30/04/2024, by way of addendum. In the event the said

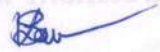
parties are not persons of Goan origin and are not

governed under Goan law, they can be made as

confirming parties by way of addendum wherein they

can declare that they are not governed under Goan law

and they do not have right to Said Property.



LEGAL OPINION:

Subject to what is observed above and considering the documents referred to above and the perusal of joint development agreement, it becomes amply clear that said Akbar Amirali Jaffer, Zeenat Akbar Jaffer, Saurabh Ramesh Sangekar, Archana Saurabh Sangekar, Heena Karim Jaffer, Zeenat Ahmed Jaffer, Mumtaz Aziz Jaffer, along with their respective spouses acquired absolute owners in possession of said property and their title in respect of the SAID PROPERTY is absolutely clear and marketable and in exercise of their proprietary right, the joint development agreement which has been executed by Akbar Amirali Jaffer, Zeenat Akbar Jaffer, Saurabh Ramesh Sangekar, Archana Saurabh Sangekar, Heena Karim Jaffer, Zeenat Ahmed Jaffer, Mumtaz Aziz Jaffer, in favour of Manas Spaces LLP, has conferred absolute right in favour Manas Spaces LLP, to develop the said property and Manas Spaces LLP, upon development of the said property shall be entitled to sell the villas to be constructed in the SAID PROPERTY, which are assigned to their share in terms of said development agreement dated 30/04/2024, to the third party.

LEGAL OPINION

V. GENERAL QUALIFICATIONS AND ASSUMPTIONS

- i. This report on title is prepared solely on the basis of documents furnished to me particularly documents referred to above.
- ii. 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 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 of land admeasuring 7825 sqmts. 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.
- iii. This report on title is confined to the Said Property admeasuring 7825 sqmts only and is issued to M/s Manas Spaces LLP.

Place: Panaji-Goa.

Date: 06.9 .2024



ADV. SOMNATH B. KARPE

