

ADVOCATE (MRS) REENA STEVEN FERNANDES

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TITLE REPORT OF PROPERTY :-

- 1. Name of the Title Holder : M/S ARKA LANDMARKS LLP,**
Having Its registered office at :
Plot No. 22/B, Flat No.1,
Ground Floor, Happy Home Apartments,
Miramar, Panaji, Goa.

DESCRIPTION OF THE PROPERTY UNDER INVESTIGATION :

All that piece and parcel of land admeasuring 55,000.00 square meters forming part of the larger property known as "KHAU" or "KHAN" or "CASHEW GROVE DACTI FONDI" or "CAJUAL DACTI FONDI" OR 'MORGADO', situated at Village Curca within the limits of Village Panchayat of Curca- Bambolim-Talaulim, Registration Sub- District of Ilhas, North Goa District, State of Goa, surveyed under survey no. 20/1- A of Village Curca, which property as a whole is described in Land Registration office under no. 14392 of Book B-38 (New) not enrolled in the Taluka Revenue Office and is bounded as follows,



On the East : Boundary of Siridao Village;
On the South : Boundary of Siridao Village;
On the West : Survey No. 20; and
On the North : Survey No. 20.

2. DOCUMENTS SCRUTINIZED:

1. Photocopy of Description Certificate under no. No. 14392 of Book B-38 (new) of Ilhas in the Land Registration Office of Ilhas, Panaji, Goa.
2. Photocopy of Inscription certificate 11757 at page 35v of Book No. F-20 of Ilhas in the Land Registration Office of Ilhas, panaji, Goa.
3. Photocopy of Survey Form I and XIV of the property surveyed under no.20/1-A of the Village Curca-Talaulim, Babolim Tiswadi, Goa.
4. Photocopy of Survey Plan of the property surveyed under the no.20/1-A of the Village Curca-Talaulim, Babolim Tiswadi, Goa.
5. Photocopy of final order dated 19/02/1969 in Inventory Proceedings no.1286 of 1950 filed before the Civil Judge Senior Division of the 3rd office Ilhas, Panaji, Goa, proceeding also upon the death of Late Vishnum Atmarama Pandit and Late Ananta Atmarama Pandit.
6. Photocopy of Agreement for Sale dated 29/07/1988, registered before the Sub Registrar of Ilhas Tiswadi – Goa bearing registration No. 632/89, of Book No. I, Volume No. 87, on 28/07/1989.



7. Photocopy of Agreement dated 10/07/1989 between M/s Raghurai Tamba and Mr. Gopal Ondu Gauns, Mr. Chandravati Gopal Gauns, Mrs. Khushali Rama Gauns, Mr. Shrikant Rama Gauns and Mr. Devidas Rama Gaunsduly executed before Notary Shri Gopal Tamba at Panaji, Goa.
8. Photocopy of Agreement for Sale dated 30/12/1993 executed between M/s Raghurai Tamba and Dhruv Constructions.
9. Photocopy of Agreement dated 22/08/1996 executed before the Notary Mr. Wilfred A. F. Boadita registered in his office under no. 5755/A/96 dated 22/08/1996 at Panaji, Goa.
10. Photocopy of Addendum dated 13/12/1999 to the Agreement for Sale dated 22/08/1996 executed before the Notary Mr. Wilfred Boadita registered under no.14944/1999 at Panaji, Goa.
11. Photocopy of Deed of Sale dated 26/05/1999 registered under no. 909 at pages 326 to 359, Book No I, Volume No. 771, dated 03/06/1999 in the office of the Sub Registrar of Tiswadi at Panaji, Goa.
12. Photocopy of Deed of Rectification dated 26/07/1999 registered under no.1549, at pages 87 to 96, Book No.I, Volume No.795 on 24/09/1999 in the office of the Sub Registrar of Tiswadi at Panaji, Goa, to the Deed of sale dated 26/05/1999.
13. Photocopy of Deed of Sale dated 23/07/1999, registered under the no.1232 at pages 295 to 328 of Book No.I, Volume No.782 on 28/07/1999 in the office of the Sub Registrar of Tiswadi at Panaji, Goa.



14. Photocopy of Deed of Sale dated 23/07/1999 registered under the no.1231 at pages 262 to 294 of Book No. I, Volume No.782 on 28/07/1999 in the office of the Sub Registrar of Tiswadi at Panaji, Goa.
15. Photocopy of Deed of Sale dated 20/09/1999, registered under no.1567, at pages 581 to 614 of Book No.I, Volume No. 795 on 24/09/1999 in the office of the Sub Registrar of Tiswadi, Panaji, Goa.
16. Photocopy of Deed of Sale dated 16/12/1999, registered under no.2057, at pages 193 to 224 of Book No.I, Volume No. 814 on 20/12/1999 in the office of the Sub Registrar of Tiswadi, Panaji, Goa.
17. Photocopy of Deed of Sale dated 19/04/2000 registered under the no. 787, at pages 517 to 550, Book No.I, Volume No.846 on 28/04/2000 in the office of the Sub registrar of Tiswadi, Panaji, Goa.
18. Deed of Sale dated 06/04/2000, registered under the no. 686 at pages 422 to 445, Book No.I, Volume No.842 dated 14/04/2000 in the office of the Sub registrar of Tiswadi, Panaji, Goa.
19. Deed of Sale dated 19/04/2000, registered under the no. 788 at pages 551 to 583, Book No. I, Volume No.846 on 28/04/2000 in the office of the Sub registrar of Tiswadi, Panaji, Goa.
20. Deed of Sale dated 10/07/2003 registered under no. 1648 at pages 373 to 405, Book No.I, Volume No. 1213 on 14/07/2003 in the office of the Sub registrar of Tiswadi, Panaji, Goa.



21. Photocopy of Judgment and Decree dated 03/05/2002 in Special Civil Suit no. 244/1991/A passed by the Civil Judge Senior Division Panaji, Goa.
22. Photocopy of Deed of Partition and Settlement dated 14/07/2003 registered under No. 1653 at pages 518 to 551 of Book 1, Volume No. 1213 dated 15/07/2003 in the office of the Sub Registrar of Tiswadi, Panaji, Goa.
23. Photocopy of Deed of Addendum dated 18/08/2003 to the Deed of Partition and Settlement dated 14/07/2003 registered under the no. 1947 at pages 524 to 556, Book No. I, Volume No. 1226 on 21/08/2003 in the Office of the Sub Registrar of Tiswadi, Panaji, Goa.
24. Photocopy of Deed of Addendum dated 16/04/2004, to Deed of Partition and settlement dated 14/07/2003 registered under No. 1062 at pages 362 to 392 of Book 1, Volume No. 1306 dated 21/04/2004 in the Sub Registrar of Tiswadi, Panaji, Goa.
25. Photocopy of Order dated 21/01/2006 in Land partition bearing case no. LND/PART/35/2005 passed by the Deputy Collector and SDO, Panaji, Goa.
26. Memorandum of Understanding dated 10/01/2019 entered into between Mr. Harshad Modi and his wife Mrs. Anjali Modi and M/s Arka Landmarks LLP executed before the Notary Mr. Sayed Abbas reg under serial no. 121/2019 on 10/01/2019 at Panaji, Goa.



27. Photocopy of Joint Development Agreement for Immovable Property dated 23rd December 2022 registered in the office of the Sub Registrar of Tiswadi, Goa under register no. PNJ-1-3196-2022 ON 26/12/2022 at Panaji, Goa.
28. Photocopy of Conversion Sanad dated 05/10/2011 under no. RB/CNV/TIS/Coll/13/2011 from the Collector of the North Goa at Panaji, Goa;
29. Photocopy of No Objection Letter dated 15/01/2020 under no. TIS/7117/CUR/TCP/2020/113 issued by the Town Country Planning and Development Authority, Panaji, Goa.
30. Photocopy of No Objection issued in partial modification by the Town and Country Planning Department, Panaji, Goa under No. TIS/7117/CUR/TCP/2020/1095 dated 13/08/2020 for sub Division of Plots 1 to 72 and Plot No.A (revised) of the said property.
31. Photocopy of No Objection under section 17A of the Town Country Planning Act under no. TIS/TCP/17-A/18/CURCA/TCP/2021/1724 dated 05/10/2021 issued by the Town and Country Planning Department.
32. Photocopy of Provisional No Objection under no. VP/CBT/2019-2020/P/NOC/1779 dated 25/01/2020 issued by the Village Panchayat of Curca, Bambolim and Talaulim, Tiswadi, Goa.
33. Photocopy of Proposed No Objection for provisional Sub Division of Plots in survey no.20/1-A of Curca, issued by the Town and Country Planning Development Authority under no. TIS/7117/CUR/TCP/2021/1095 dated 29/06/2021 for proposed sub division of plots 1 to 53 and plot A revised.



34. Photocopy of Provisional No Objection under no. VP/CBT/2021-2022/1536 dated 15/11/2021 issued by the Village Panchayat of Curca, Bambolim and Talaulim, Tiswadi, Goa for proposed sub division of plots 1 to 53 and plot A revised.
35. Approved plan of sub division by the Town and Country Planning Department and the Village Panchayat Curca, Bambolim, Tiswadi, Goa.
36. Photocopy of Nil Encumbrance dated 03/11/2021 under Certificate no.1489 issued by the Sub Registrar of Tiswadi at Panaji, Goa.
37. Photocopy of Nil Encumbrance dated 02/01/2023 under Certificate no.1902 issued by the Sub Registrar of Tiswadi at Panaji, Goa.

3. SCRUTINY OF TITLE PROCUREMENT:

1. The property described hereinabove i.e. all that Property admeasuring 55,000 sqmts and forming part of the LARGER property known as 'KHAU' or 'CASHEW GROVE DACTI FONDI' or 'CAJUAL DACTI FONDI' OR 'MORGADO', situated at Curca village, within the limits of Village Panchayat of Curca- Bambolim – Talaulim, Taluka of Tiswadi, District of North Goa, state of Goa and presently surveyed under survey no. 20/1-A of village Curca, Tiswadi, Goa, which property is described in the Land Registration Office under No. 14392 of Book B-38 (new) of Ilhas, Tiswadi, Goa, (hereinafter referred to as the SAID PROEPRTY). The SAID PROPERTY was originally comprised in a larger property totally



admeasuring 83,900.00 sq.mts. (hereinafter referred to as the SAID LARGER PROPERTY) and found described under no. 14392 at page 27 of Book No.B-38 (new) and found inscribed under no. 11757 at page 35v of Book No. F-20 in the Land Registration office of Ilhas at Panaji, Goa, in the name of Mr. Atmarama Sitaram Pandit in terms of a Public deed dated 28/03/1921 registered before the Notary Carlos Pegado at pages 22 of notary book no. 126 at Ilhas, Tiswadi, Goa.

2. The aforesaid Mr. Atmaram Sitaram Pandit was married to Mrs. Janqui Atmaram Pandit alias Jankibai Atmarama Pandit and they both from their one and only nuptials had the following children;
- i. Mr. Vishnum Atmarama Pandit married to Mrs. Ramabai Pandit;
 - ii. Mr. Ananta Atmarama Pandit married to Mrs. Sundorabai Pandit; and
 - iii. Mrs. Gangabai Naraina Naique married to Naraina Ramachondra Naique.

The facts of which was confirmed in the declaration of the cabeca de Casal Janqui Pandit made on 07/07/1950 filed in the Inventory Proceedings amongst majors bearing no. 1286 of 1950 before the Civil Judge Senior Division of the 3rd office at Ilhas, Panaji, Goa filed upon the death of Late Atmarama Sitarama Pandit on 06/07/1936.



3. In the same Inventory Proceedings no.1286 of 1950 filed before the Civil Judge Senior Division of the 3rd office Ilhas, Panaji, Goa, proceeding also upon the death of Late Vishnum Atmarama Pandit and Late Ananta Atmarama Pandit confirmed the following as heirs of the Late Atmarama Sitarama Pandit and his wife Mrs. Janqui Pandit, Mr. Vishnum Atmarama Pandit and Mr. Ananta Atmarama Pandit as under:

- i. Mrs. Ramabai Pandit, as widow and moiety holder of late Vishnum Atmarama Pandit who expired in September 1955 and as his legal heirs his children, namely:
 - a) Mr. Roguvir alias Raghunath Visnu Pandit married to Mrs. Sushama Raghunath Pandit;
 - b) Mrs. Prema Pandit alias Nayantara Sunderrao Mone married to Mr. Sunderrao Anandrao Mone;
 - c) Mrs. Gulab Pandit alias Shrimati Dwarkanath Ghurye married to Mr. Dwarkanath Vishram Ghuye;
 - d) Mrs. Shalini Pandit alias Shalini Purshottam Kamat married to Mr. Purshottam Vishnu Kamat;
 - e) Mr. Sudha Pandit alias Sudha Vishwasrao Pandit married to Vishwasrao Raghavendrarao Pandit;
 - f) Mrs. Xarayu Pandit alias Sharayu Gajanan Waingankar married to Mr. Gajanan Shrikrishna Waingankar;
 - g) Mrs. Savitri Pandit alias Savitri Babu Bhatt married to Babu Mahadev Bhatt; and
 - h) Mrs. Usha Pandit alias Usha Vishnu Bhangle married to Mr. Vishnu Kashiram Bhangle.



- ii. Mrs. Sundorabai Pandit as widow and moiety holder of Late Mr. Ananta Atmarama Pandit who expired on 25/04/1952 without any legal heir or any other issue;
 - iii. Gangabai Gangabai Naraina Naique married to Naraina Ramachondra Naique.
4. In the same Inventory Proceeding, the SAID LARGER PROPERTY as described under Item No. 3 (a) and Item 8 (i) (b) was allotted and partitioned among the aforesaid legal heirs in terms of compromise terms amongst the heirs of Late Atmarama Sitarama Pandit and his wife Mrs. Janqui Pandit, Mr. Vishnum Atmarama Pandit and Mr. Ananta Atmarama Pandit, vide final order dated 19/02/1969 as under:-

To Ramabai Vishnum Pandit - $\frac{1}{2}$ share in the item3(a) and Item 8(i) (b) and amongst the other heirs of late Vishnum Atmarama Pandit each with $\frac{1}{14}$ th Share namely.:

- a) Mrs. Prema Pandit alias Nayantara Sunderrao Mone married to Mr. Sunderrao Anandrao Mone;
- b) Mrs. Gulab Pandit alias Shrimati Dwarkanath Ghurye married to Mr. Dwarkanath Vishram Ghurye;
- c) Mrs. Shalini Pandit alias Shalini Purshottam Kamat married to Mr. Purshottam Vishnu Kamat;
- d) Mrs. Sudha Pandit alias Sudha Vishwasrao Pandit married to Vishwasrao Raghavendrarao Pandit;
- e) Mrs. Xarayu Pandit alias Sharayu Gajanan Waigankar married to Mr. Gajanan Shrikrishna Waingankar;



- f) Mrs. Savitri Pandit alias Savitri Babu Bhatt married to Babu Mahadev Bhatt; and
- g) Mrs. Usha Pandit alias Usha Vishnu Bhangle married to Mr. Vishnu Kashiram Bhangle.

5. The son of Late Atmarama Sitarama Pandit, Mr. Roghuvir Atamaram Pandit was allowed to keep the properties in his respective share as allotted and bequeathed to him respectively in terms of Deed of Gift dated 2/01/1933 registered in the office of the Notary Santa Rita Colaco and Public Will Dated 10/01/1957 executed in his favour by Late Janqui Pandit in favour of Raghuvir Pandit, which also comprised a portion of the SAID LARGER PROPERTY.

6. Consequently, upon the death of the aforesaid Ramabai Vishnum Pandit on 22/10/1984, her share was inherited by all her eight children as stated hereinabove. Consequently for the sake of convenience the shares of all the legal heirs was attested to 1/8th share declaring all the aforesaid children as the legal heirs of the aforesaid Late Atmarama Sitarama Pandit and his wife Mrs. Janqui Pandit, Mr. Vishnum Atmarama Pandit and Mr. Ananta Atmarama Pandit. The SAID LARGER PROPERTY, thus came into the peaceful enjoyment and possession of the aforesaid children as the legal heirs of the aforesaid Late Atmarama Sitarama Pandit and his wife Mrs. Janqui Pandit, Mr. Vishnum Atmarama Pandit and Mr. Ananta Atmarama Pandit.



7. As the absolute and exclusive owners in possession of the "SAID LARGER PROPERTY" the aforesaid;

- a) Mr. Raghunath alias Raghuvir Vishnu Pandit and his wife Sushama Raghunath Pandit ;
- b) Mr. Raghavendra Vishwasrao Pandit , only son of Mrs. Sudha Pandit alias Sudha Vishwasrao Pandit and Vishwasrao Raghavendrarao Pandit and his wife Mrs. Meghana Raghavendra Pandit;
- c) Mrs. Xarayu Pandit alias Sharayu Gajanan Waigankar and her husband Mr. Gajanan Shrikrishna Waingankar;
- d) Mrs. Savitri Pandit alias Savitri Babu Bhatt and her husband Mr. Babu Mahadev Bhatt;
- e) Mrs. Shalini Pandit alias Shalini Purshottam Kamat and her husband Mr. Purshottam Vishnu Kamat;
- f) Mrs. Prema Pandit alias Nayantara Sunderrao Mone;
- g) Mrs. Usha Pandit alias Usha Vishnu Bhangle and her husband Mr. Vishnu Kashiram Bhangle;
- h) And the children of late Mrs. Gulab Pandit alias Shrimati Dwarkanath Ghurye and her husband Mr. Dwarkanath Vishram Ghurye namely: (i) Mr. Ashok dwarkanath Ghurye and his wife Mrs. Ashalata Ashok Ghurye, (ii) Miss Pushapalata Dwarkanath Ghurye, (iii) Mrs. Sulabha Narendra Bhatia and (iv) Mrs. Usha Balkrishna Ghurye, entered into an Agreement for Sale dated 29/07/1988 registered before the Sub Registrar of Ilhas Tiswadi – Goa bearing registration No. 632/89, of Book No. I, Volume No. 87, on 28/07/1989 with M/s Raghurai Tamba, a registered Partnership firm through its Partner Mr. Raghurai Tamba, wherein all the co-owners



agreed to convey their undivided share, right, title and interest in the "SAID LARGER PROPERTY" to M/s Raghurai Tamba on the terms and conditions set out therein.

8. Upon entering into the agreement for sale dated 29/07/1989, with the co-owners of the SAID LARGER PROPERTY, the said M/s Raghurai Tamba developed a portion admeasuring 20,550.00 sq.mts. of the SAID LARGER PROPERTY and constructed a housing complex by the name Galaxy Housing Complex. Thus the area of the SAID LARGER PROPERTY was reduced to 63,350.00 sq.mts.
9. Thereafter an area of 6000.00 sq.mts. from and out of the balance area of the SAID LARGER PROPERTY, came to be allotted to Mrs. Rama Gauns and Mr. Devidas Gauns and Mr. Gopal Gauns, in terms of Agreement for sale both dated 10/07/1989, by the partnership firm M/s Raghurai Tamba. This further reduced the area of the SAID LARGER PROPERTY to 57,350.00 sq.ms.
10. In the meanwhile, there arose some disputes between the aforesaid M/s Raghurai Tamba and the original co-owners of the SAID LARGER PROPERTY, to resolve the said disputes, the aforesaid M/s Raghurai Tamba filed a Special Civil Suit no. 244/1991/A before the Civil Judge Senior Judge against the Co-owners of the SAID LARGER PROPERTY seeking specific performance of the Agreement dated 29/07/1988 and for such other reliefs as prayed for therein.



11. During the pendency of the said Special Civil Suit no.244/1991/A before the Civil Judge Senior Division, the aforesaid M/s/ Raghurai Tamba entered into an agreement for Sale dated 30/12/1993 with Dhruv Construction for sale of a portion of the balance part of the SAID LARGER PROPERTY admeasuring 55,000 sq. mts. i.e. the SAID PROPERTY herein consisting Mr. Harshad C. Modi, as partner of the firm and put the firm in possession of the SAID PROPERTY.
12. Upon entering into the agreement with M/s Raghurai Tamba, the firm Dhruv Construction was reconstituted in terms of Deed of Reconstitution of Partnership dated 21/08/1996, executed before the Notary Mr. Wilfred A. F. Boadita under register no. 5757/96 on 22/08/1996 at Panaji, Goa, wherein Mr. Harshad C. Modi exited as partner from the firm Dhruv Construction. In lieu of his retirement from the said firm Dhruv Construction, the firm assigned all it rights, title and interest acquired by it in the SAID PROPERTY in terms of the said Agreement for Sale dated 30/12/1993 in favour of Mr. Harshad C. Modi and the firm ceased to have any right, title and interest in the SAID PROPERTY.
13. In view of the allotment of the SAID PROPERTY in terms of the agreement dated 30/12/1993 to Mr. Harshad C. Modi, the aforesaid M/s Raghurai Tamba as Vendors and M/s Dhruv Construction as confirming party vide Agreement dated 22/08/1996 executed before the Notary Mr. Wilfred A. F. Boadita registered in his office under no. 5755/A/96 dated 22/08/1996 at Panaji, Goa, agreed to sell the SAID PROPERTY to the Mr. Harshad C. Modi.



14. The disputes between the original owners of the SAID LARGER PROPERTY and the said M/s Raghurai Tamba could not be resolved and hence all the original owners after terminating the agreement dated 29/07/1988 with the said M/s Raghurai Tamba, filed another special civil suit bearing no. 116/1995/A before the Civil Judge Senior Division, Panaji, Goa, against M/s Raghurai Tamba seeking for possession of the SAID LARGER PROPERTY with mesne profits and such other reliefs as stated therein. Mr. Harshad C. Modi also joined the Special Civil Suit as intervening party and added as defendant to said SCS no.116/1995/A.
15. All the co-owners of the SAID LARGER PROPERTY with a view to end the pending litigation between the said M/s Raghurai Tamba and themselves approached Mr. Harshad C. Modi to purchase the SAID PROPERTY with a view to settle disputes and sell their respective 1/8th share in the SAID PROPERTY to Mr. Harshad C. Modi. In view of which both the aforesaid matter i.e. Speacial Civil Suit 244/1991/A and 116/1995/A were settled by all the heirs of the original co-owners of the SAID LARGER PROPERTY, M/s Raghurai Tamba and Mr. Harshad C. Modi before the Lokadalat in terms of the orders dated 03/05/2002 in Special Civil Suit no. 244/1991/A passed by the Civil Judge Senior Division, Panaji, Goa.
16. In terms of the aforesaid settlement before the Lokadalat, it was agreed by the parties to the Special Civil Suit 244/1991/A, that the heirs of original Co-owners shall be paid the consideration for the sale of their shares in the SAID LARGER PROPERTY in their respective shares by Mr. Harshad C. Modi and the said M/s Raghurai Tamba. On transfer of



the entire shares in favour of Mr. Harshad C. Modi and the said M/s Raghurai Tamba, a Deed of Partition and Settlement shall be executed to apportion the shares, more particularly the SAID PROPERTY admeasuring 55,000.00 sq.mts. was to be partitioned and allotted to Mr. Harshad C. Modi.

17. The terms so agreed were recorded by the aforesaid M/s Raghurai Tamba and Mr. Harshad C. Modi in terms of Addenda dated 13/12/1999 to the Agreement for Sale dated 22/08/1996 executed before the Notary Mr. Wilfred Boadita registered under no.14944/1999 at Panaji, Goa.
18. In view of the settlement arrived at between the heirs of the original Co-owners of the SAID LARGER PROPERTY, Mr. Harshad C. Modi and his wife Mrs. Anjali Harshad Modi purchased the 5/8th undivided share i.e. area admeasuring 55,000.00 sq.mts. of the SAID LARGER PROPERTY from some of the heirs of the co-owners of the SAID LARGER PROPERTY as detailed herein under:
 - i. 1/8th share from Mrs. Sharayu alias Suhasini Gajanan Waingankar and her Children (i) Mr. Mahesh Gajanan Waingankar and his wife Mrs. Veena Mahesh Waingankar, (ii) Mr. Girish Gajanan Waingankar married and his wife Mrs. Poorva Girish Waingankar, (iii) Mrs. Vibha Gajanan Waingankar and her husband Mr. Nitin Samant, vide Deed of Sale dated 26/05/1999 registered under no. 909 at pages 326 to 359, Book No I, Volume No. 771, dated 03/06/1999 read with the Deed of Rectification dated 26/07/1999 registered under no.1549, at pages 87 to 96, Book No.I, Volume No.795 on



24/09/1999 in the office of the Sub Registrar of Tiswadi at Panaji, Goa.

- ii. 1/8th Share from the Children and heirs of Mrs. Prema Pandit alias Nayantara Sunderrao Mone i.e. (i) Ms Viajaylaxmi Sunderrao Mone , single, (ii) Mrs. Meena Sunderrao Mone alias Meena Ramchandra Pai and her husband Mr. Ramchandra Narayan Pai vide Deed of Sale dated 23/07/1999, registered under the no.1232 at pages 295 to 328 of Book No.I, Volume No.782 on 28/07/1999 in the office of the Sub Registrar of Tiswadi at Panaji, Goa;
- iii. 1/8th Share from the sole heirs of Mrs. Usha Pandit alias Usha Vishnu Bhangle and her husband Mr. Vishnu Kashiram Bhangle, Mr. Yogendra Vishnu Bhangle, vide Deed of Sale dated 23/07/1999 registered under the no.1231 at pages 262 to 294 of Book No. I, Volume No.782 on 28/07/1999 in the office of the Sub Registrar of Tiswadi at Panaji, Goa;
- iv. 1/8th Share from the heirs of Mrs. Gulab Pandit alias Shrimati Dwarkanath Ghurye and her husband Mr. Dwarkanath Vishram Ghurye i.e. **I.** (i) Mrs. Pushpalata D. Ghurye, single , (ii) Mrs. Sulabha N. Bhatia and her husband Mr. Narendra Roshanlal Bhatia, (iii) Mr. Ashok Dwarkanath Ghurye and his wife Mrs. Ashalata Ashok Ghurye, vide Deed of Sale dated 20/09/1999, registered under no.1567, at pages 581 to 614 of Book No.I, Volume No. 795 on 24/09/1999 in the office of the Sub Registrar of Tiswadi, Panaji, Goa and **II.** From Mrs. Usha Balkrishna Ghurye and her children (i) Mr. Nitin Balkrishna Ghurye, single, (ii) Mrs. Sandhya Balkrishna Ghurye alias Mrs. Sandhya Yogendra Despande and her husband



Mr. Yogendra Despande vide Deed of Sale dated 16/12/1999, registered under no.2057, at pages 193 to 224 of Book No.I, Volume No. 814 on 20/12/1999 in the office of the Sub Registrar of Tiswadi, Panaji, Goa;

- v. 1/8th share from the Mrs. Savitri Pandit alias Savitri Babu Bhatt and her children (i) Mr. Madhav baburao Bhatt and his wife Mrs. Jaya Madhav Bhatt, (ii) Mrs. Shailaja Baburao Bhatt alias Mrs Shailaja Bhaalchandra Karve and her husband Mr. Bhalchandra Gopal Karve vide Deed of Sale dated 19/04/2000 registered under the no. 787, at pages 517 to 550, Book No.I, Volume No.846 on 28/04/2000 in the office of the Sub registrar of Tiswadi, Panaji, Goa.

19. The balance 3/8th undivided share of the SAID LARGER PROPERTY was purchased from the remaining heirs of co-owners of the SAID LARGER PROPERTY in terms of their agreement dated 29/07/1988 by M/s Raghurai Tamba, as detailed herein under;

- i. The Only heir of Mr. Raghunath alias Raghuvir Vishnum Pandit and Sushama Raghuvir Pandit i.e. Mr. Chandrashekhar R.Pandit and his wife Mrs. Dafia Chandrasekhar Pandit alias Dafia Khan sold their 1/8th Share to M/s Raghurai Tamba vide Deed of Sale dated 06/04/2000, registered under the no. 686 at pages 422 to 445, Book No.I, Volume No.842 dated 14/04/2000 in the office of the Sub registrar of Tiswadi, Panaji, Goa.

- ii. Mrs. Shalini Pandit alais Shalini Purshottam Kamat and her Children (i) Mr. Vishnu Purshottam Kamat and his wife Mrs.



Seema Vishnu Kamat, (ii) Mrs. Savita Purshottam Kamat and her husband Mr. Nilkhant Ganesh Lad sold their 1/8th share to M/s Raghurai Tamba vide Deed of Sale dated 19/04/2000, registered under the no. 788 at pages 551 to 583, Book No. I, Volume No.846 on 28/04/2000 in the office of the Sub registrar of Tiswadi, Panaji, Goa.

iii. Mr. Raghavendra Vishwasrao Pandit, only son of Mrs. Sudha Pandit alias Sudha Vishwasrao Pandit and Vishwasrao Raghavendrarao Pandit and his wife Mrs. Meghana Raghavendra Pandit sold their 1/8th share to M/s Raghurai Tamba vide Deed of Sale dated 10/07/2003 registered under no. 1648 at pages 373 to 405, Book No.I, Volume No. 1213 on 14/07/2003 in the office of the Sub registrar of Tiswadi, Panaji, Goa.

20. The SAID LARGER PROPERTY, thus came to be jointly owned by the Mr. Harshad C. Modi and his wife Mrs. Anjali H. Modi and the aforesaid M/s Raghurai Tamba in terms of their respective Deed/s of Sale executed in their favour by all the heirs of the Co-owners and other original owners of the SAID LARGER PROPERTY.

21. In terms of the Addenda dated 13/12/1999 to the agreement for sale dated 22/08/1996 between the aforesaid M/s Raghurai Tamba and the Mr. Harshad C. Modi, the SAID LARGER PROPERTY was partitioned in terms of Deed of Partition and Settlement dated 14/07/2003 registered under No. 1653 at pages 518 to 551 of Book 1, Volume No. 1213 dated



15/07/2003 in the office of the Sub Registrar of Tiswadi, Panaji, Goa, read with;

- i. Deed of Addenda dated 18/08/2003 to the Deed of Partition and Settlement dated 14/07/2003 registered under the no. 1947 at pages 524 to 556, Book No. I, Volume No. 1226 on 21/08/2003 in the Office of the Sub Registrar of Tiswadi, Panaji, Goa, and another;
 - ii. Deed of Addenda dated 16/04/2004, registered under No. 1062 at pages 362 to 392 of Book 1, Volume No. 1306 dated 21/04/2004 in the Sub Registrar of Tiswadi, Panaji, Goa. the SAID PROPERTY admeasuring an area of 55,000 sq.mts. was allotted to Mr. Harshad Modi and his wife Mrs. Anjali H. Modi.
22. On partitioning the SAID PROPERTY, the said Mr. Harshad C. Modi, applied for partition of the SAID PROPERTY from and out of the SAID LARGER PROPERTY before the Deputy Collector and SDO, Panaji, Goa in Land Partition case no. LND/PART/35/2005. The SAID PROPERTY was partitioned vide order dated Order dated 21/01/2006 and allotted a new survey no.20/1-A of the Village Curca, Tiswadi, Goa with an area admeasuring 55,000.00 sq.mts. Thus the names of the Mr. Harshad C. Modi and his wife Mrs. Anjali H. Modi came to be recorded as occupants of the SAID PROPERTY.
23. The said Mr. Harshad Modi and his wife Mrs. Anjali H. Modi for further developing the SAID PROPERTY have entered into a Memorandum of Understanding dated 10/01/2019 with the M/s Arka Landmarks LLP and have agreed to jointly develop the SAID PROPERTY, upon the terms and



conditions as stated in the said Memorandum of Understanding dated 10/01/2019.

24. In terms of the aforesaid Memorandum of Understanding dated 10/01/2019 with the M/s Arka Landmarks LLP, the said Mr. Harshad Modi and his wife Mrs. Anjali H. Modi, have executed a Joint Development Agreement for Immovable Property dated 23rd December 2022 registered in the office of the Sub Registrar of Tiswadi, Goa under register no. PNJ-1-3196-2022 ON 26/12/2022 at Panaji, Goa and assigned development rights in the said property to M/s Arka Landmarks LLP as per the terms and conditions stipulated therein.
25. The said Mr. Harshad Modi and his wife Mrs. Anjali H. Modi and M/s Arka Landmarks LLP have obtained all requisite sanctions and permissions as detailed herein under for developing a colony of plots on the SAID PROPERTY;
 - i. Conversion Sanad dated 05/10/2011 under no. RB/CNV/TIS/Coll/13/2011 from the Collector of the North Goa at Panaji, Goa;
 - ii. No Objection Letter dated 15/01/2020 under no. TIS/7117/CUR/TCP/2020/113 issued by the Town Country Planning and Development Authority, Panaji, Goa.
 - iii. No Objection issued in partial modification by the Town and Country Planning Department, Panaji, Goa under No. TIS/7117/CUR/TCP/2020/1095 dated 13/08/2020.
 - iv. No Objection under section 17A of the Town Country Planning Act under no. TIS/TCP/17-A/18/CURCA/TCP/2021/1724 dated 05/10/2021.



- v. Provisional No Objection under no. VP/CBT/2019-2020/P/NOC/1779 dated 25/01/2020 issued by the Village Panchayat of Curca, Bambolim and Talaulim, Tiswadi, Goa, for proposed subdivision of plot bearing no.1 to 77.
- vi. Proposed Revised No Objection for provisional Sub Division of Plots no.1 to 53 and Plot No. A (revised) in survey no.20/1-A of Curca, issued by the Town and Country Planning Development Authority under no. TIS/7117/CUR/TCP/2021/1095 dated 29/06/2021.
- vii. Provisional Revised No Objection under no. VP/CBT/2021-2022/1536 dated 15/11/2021 of Plots no.1 to 53 and Plot No. A (revised) in survey no.20/1-A of Curca, issued by the Village Panchayat of Curca, Bambolim and Talaulim, Tiswadi, Goa.
- viii. Approved sub division plan by the Village Panchayat of Curca Bambolim, Tiswadi, Goa and Town and Country Planning Department, Panaji, Goa.

4. CERTIFICATE OF TITLE :

- a. The aforesaid Mr. Harshad C. Modi and his wife Mrs. Anjali H. Modi are therefore the owners in possession of all that property admeasuring 55,000.00 sq.mts. originally constituting a part of a larger property known as "KHAU' or "KHAN" or "CASHEW GROVE DACTI FONDI' or ' CAJUAL DACTI FONDI' OR 'MORGADO', situated at Village Curca within the limits of Village Panchayat of Curca- Bambolim-Talaulim, Registration Sub- District of Ilhas, North Goa District, State of Goa, surveyed under survey no. 20/1- A of Village Curca, which property as a whole is described in Land Registration office under no. 14392 of Book B-38 (New)



not enrolled in the Taluka Revenue Office of Ilhas, Tiswadi, Panaji, Goa.

- b. The aforesaid Mr. Harshad C. Modi and his wife Mrs. Anjali Harshad Modi have entered into a Joint Development Agreement for Immovable Property dated 23rd December 2022 registered in the office of the Sub Registrar of Tiswadi, Goa under register no. PNJ-1-3196-2022 ON 26/12/2022 at Panaji, Goa, with M/s Arka Landmarks LLP to jointly develop the SAID PROPERTY in terms of the terms and condition agreed therein and thus the said M/s Arka Landmarks LLP have acquired right, title and interest in the SAID PROPERTY.
- c. The M/s Arka Landmarks LLP have in terms of the aforesaid Joint Development Agreement for Immovable Property dated 23rd December 2022 have been granted possession of the said property for development, marketing and sale of the plots to be developed in the said property with due consent of the said Mr. Harshad Modi and his wife Mrs. Anjali H. Modi as the owners/ Vendors to the agreement for sale / Deed or any such documents with such prospective purchasers.
- d. **ENCUMBRANCE:** There are no encumbrances on the property admeasuring 55,000.00 sq.mts. surveyed under the no20/1-A, of the Village Curca, Bambolim, Talaulim, Tiswadi, Goa, as per the Nil Encumbrance Certificate under no.1489 dated 03/11/2021 and Nil Encumbrance Certificate under no.1902 dated 02/01/2023 the



aforesaid property is free from any legal encumbrance and impediments for its development and sale of the plots as per approvals granted by the relevant authorities.

5. REGULATORY ISSUES :

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| 1. Whether the SAID PROPERTY is affected by any Land ceiling Statute or Goa Land Use (Regulation) Act 1991 or Urban Land Ceiling Law any such Act that can bar its development? | No. |
| 2. Whether the SAID PROPERTY is affected by any Land fragmentation law for the time being in force? | No. |
| 3. Whether the SAID PROPERTY is affected by any Forest Act and Rules ? | No. |
| 4. Whether the SAID PROPERTY is affected by any Planning Law that affects its development? | No. |
| 5. Whether the SAID PROPERTY is affected by any rent restriction /Control Law ? | No. |
| 6. Whether the SAID PROPERTY is affected by any user restriction under any Panchayat/revenue Laws ? | No. |

