

**LAXMAN V. ASSOLDEKAR**

**B.Com, L.L.B**  
**ADVOCATE, HIGH COURT**

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Date: 10.09.2018

OPINION ON THE TITLE OF GOLDSHIELD REAL ESTATE PRIVATE LIMITED AND M/S.  
VILANOVA CONSTRUCTIONS TO THE PROPERTY BEARING SURVEY NO.111/2 OF  
VILLAGE GUIRDOLIM IN SALCETE TALUKA OF SOUTH GOA DISTRICT IN THE  
STATE OF GOA.

1. My opinion has been sought on whether the title of Goldshield Real Estate Private Limited and M/s. Vilanova Constructions Private Limited to the property described below is clear and marketable, viz.

The immovable property known as "CHITEMGUY" also known as "CHITEMGUY" is situated in Village Guirdolim of Salcete Taluka of the District of South Goa, the State of Goa, and is registered in the erstwhile Land Registration Records under No.21316 in Book B 54 and is hereinafter for brevity sake is referred to as the "SAID PROPERTY".

As per the erstwhile Portuguese land records, the said property enrolled under No.21316 is bounded as follows, viz. On the East: By land of the Comunidade of Guirdolim; On the West & North: By land of Joaquim Antao and on the South: By top of big hill where starts land of Ubaldino Pereira.

Vide a later entry made on 28.8.1911, the boundaries are shown as slightly modified and as per the said entry, the boundaries of the said property are as follows, viz. on


  
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the East: By the paddy field of the Comunidade of Guirdolim and land of the heirs of Proto Jacintho da Costa; on the West: By land of Joaquim Antao; on the North: By land of Joaquim Antao and paddy field of the Comunidade and on the South: By top of big hill where starts land of Ubaldino Pereira.

The said property is enrolled in the Taluka Land Revenue Roll under No.366 and presently surveyed under Survey No.111/2 of village Guirdolim of Salcete Taluka.


As per Forms I & XIV in respect of Survey No.111/2, the area of Survey No.111/2 is 52,825 sq. meters.

2. The following certified copies of documents of title have been furnished to me for my perusal, viz.
- a. Certified copy of the Land Registration Certificate under No. 21316 in Book B 54 along with Inscription No. 12185 dated 5.1.1911 recorded in Book G 15 at Folio 199 (overleaf) and Inscription No. 2976 dated 5.11.1911 recorded in Book F 6 at Folio 79 along with its English translation.
  - b. Matriz Certificate No. 366 along with its English translation.
  - c. Public Deed of Partition, Sale, Discharge and Declaration dated 29.6.1944 drawn before the then Assistant to the Notary of Salcete Judicial Division, Francisco Xavier Roque de Cruz along with its English translation.
  - d. Deed of Exchange, Sale and Glebal Division drawn up on 30.1.1953 drawn before the then acting Assistant Notary, Anandrau Babu Camotim Redcar at Margao along with its English translation.
  - e. Deed of Succession drawn up by the Sub-Registrar of Salcete Taluka at Margao - Goa on 30.8.1996 and recorded at Folios 5 (overleaf) to 7 in Deeds Book No. 1379.

  
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- f. Agreement For Development And Sale Without Possession dated 26.12.2003 registered on 13.1.2004 under Registered No. 166 at pages 330 to 366 in Book I, Vol. 1578.
- g. Addendum to the Agreement for Development and Sale without Possession dated 4.11.2004 registered on 10.11.2004 under Registered No. 3880 at pages 73 to 88 in Book I, Vol. 1716.
- h. Agreement of Modification dated 29.11.2004, registered on 7.12.2004 under Registered No. 4084 at Pages 521 to 543 in Book I, Vol. 1723.
- i. General Power of Attorney executed on 20.12.2005 before Mr. Narahari D. Keni, Notary Public having his Office at Margao and registered in his Notarial Registration No. 10900.
- j. Deed of Sale dated 17.3.2006, registered on 23.3.2006 under Registered No. 1411 at Pages 177 to 227 in Book I, Vol. 1986.
- k. Agreement of Development and Sale dated 25-06-2018 executed and registered before Notary, Sachin Kolwalkar under his Notarial Registration No. 1352/2018 on 25-06-2018.
- l. Resolution authorizing Mr. Animesh Bhattacharya, Director of GREPL to sign & execute all Agreements & Sale Deeds.
- m. Form I & XIV of the said property bearing Survey No. 111/2 of village Guirdolim of Salcete Taluka.
- n. Survey Plan of Survey No. 111/2 of village Guirdolim.

  
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3. A perusal of the documents enumerated in Para 2 above reveals the following, viz.

A. Certified copy of the Land Registration Certificate under No. 21316 in Book B 54 along with Inscription No. 12185 dated 5.1.1911 recorded in Book G 15 at Folio 199 (overleaf) and Inscription No. 2976 dated 5.11.1911 recorded in Book F 6 at Folio 79 along with its English translation.

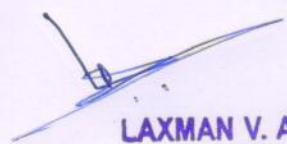
1. The said property bearing No.21316, along with other properties, was purchased by SANT ANNA SEBASTIAO BARBOZA from his brother FR. ERASMO LUSITANO LOURENCO CUSTODIO PIEDADE DAS NEVES PEDRO BARBOZA alias FR. CUSTODIO LUSITANO ERASMO BARBOZA with reservation of usufruct recorded under Inscription No.12185.

2. That the usufruct of the said property bearing No.21316, along with the usufruct of other properties is reserved in favour of FR. ERASMO LUSITANO LOURENCO CUSTODIO PIEDADE DAS NEVES PEDRO BARBOZA alias FR. CUSTODIO LUSITANO ERASMO BARBOZA as per Inscription No.2976.

3. Subsequently a marginal note dated 20.08.1952 records that FR. ERASMO LUSITANO LOURENCO CUSTODIO PIEDADE DAS NEVES PEDRO BARBOZA alias FR. CUSTODIO LUSITANO ERASMO BARBOZA had died and therefore upon his death his right of usufruct to the said property along with other properties stood extinguished.

B. Matriz Certificate No. 366 along with its English translation.

1. The Matriz Certificate records denote that the said property enrolled under Matriz No.366 is inscribed in the name of FR. CUSTODIO LUIZ ERASMO BARBOZA from Guirdolim (  $\frac{1}{2}$  ) and HONORATO EDUARDO MARIA BARBOSA from Guirdolim (  $\frac{1}{2}$  ).

  
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C. Public Deed of Partition, Sale, Discharge and Declaration dated 29.6.1944 drawn before the then Assistant to the Notary of Salcete Judicial Division, Francisco Xavier Roque de Cruz along with its English translation.


1. This Public Deed of Partition, Sale, Discharge and Declaration dated 29.6.1944 denotes that SANT ANNA SEBASTIAO BARBOZA alias SANTANA SEBASTIAO BARBOSA expired leaving behind his widow, AUGUSTA FELESMINA LEOCADIA ELVINA MONIZ alias FELESMARIA MONIZ and as his universal heirs, his three children namely, 1) INACIO MARIA JOSE CUPERTINO BARBOSA, 2) HONORATO EDUARDO MARIA BARBOSA and 3) MARIA CORNELIA FRANCISCA BARBOSA married to SILVESTRE REGINALDO ASSIZ CASTELO.

2. Further by the very said Public Deed of Partition, Sale, Discharge and Declaration dated 29.6.1944 the said property was partitioned whereby  $\frac{5}{6}$ <sup>th</sup> part of the said property was allotted to the said INACIO MARIA JOSE CUPERTINO BARBOSA and HONORATO EDUARDO MARIA BARBOSA and the remaining  $\frac{1}{6}$ <sup>th</sup> part thereof was allotted to the said MARIA CORNELIA FRANCISCA BARBOSA.

3. And further by virtue of the same Deed the said MARIA CORNELIA FRANCISCA BARBOSA and her husband, SILVESTRE REGINALDO ASSIS CASTELO sold their  $\frac{1}{6}$ <sup>th</sup> right/share in the said property to their brothers/brothers-in-law, the said INACIO MARIA JOSE CUPERTINO BARBOSA and HONORATO EDUARDO MARIA BARBOSA in equal parts;

D. Deed of Exchange, Sale and Glebal Division drawn up on 30.1.1953 drawn before the then acting Assistant Notary, Anandrau Babu Camotim Redcar at Margao along with its English translation.

This Deed denotes that the said INACIO MARIA JOSE CURPERTINO BARBOSA and his wife, MRS. ADELAIDE ISABEL LAURIANA LOBO E BARBOSA sold their (1/2) half share in the said property to HONORATO EDUARDO MARIA BARBOSA and his wife MRS. MARIA HELENA FALEIRO.

  
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E. Deed of Succession drawn up by the Sub-Registrar of Salcete Taluka at Margao - Goa on 30.8.1996 and recorded at Folios 5 (overleaf) to 7 in Deeds Book No. 1379.

The Deed of Succession denotes that the said HONORATO EDUARDO MARIA BARBOSA expired on 28.11.1981 and his wife, MRS. MARIA HELENA FALEIRO expired on 22.07.1986 leaving behind them as their sole and universal heir, their daughter, MRS. MARIA FATIMA FILISMINA BARBOSA alias MARIA FATIMA FILISIMA BARBOSA alias MARIA BARBOSA COUTO married to JOSE SALVADOR FRANCISCO ANTONIO AGNELO COUTO alias JOSEPH COUTO;

F. Agreement for Development and Sale without Possession dated 26.12.2003 registered on 13.1.2004 under Registered No. 166 at pages 330 to 366 in Book I, Vol. 1578:-

By this Agreement, MARIA FATIMA FELISMINA BARBOSA alias MARIA BARBOSA COUTO and JOSE SALVADOR COUTO alias JOSE SALVADOR FRANCISCO ANTONIO AGNELO COUTO alias JOSEPH COUTO agreed to entrust development of the said property to MR. RAJAN NAGUESH LOTLIKAR, which development contemplated subdivision of the said property into plots of land and disposal by sale of such plots with sharing of the sale proceeds in an agreed proportion.

G. Addendum to the Agreement for Development and Sale without Possession dated 4.11.2004 registered on 10.11.2004 under Registered No. 3880 at pages 73 to 88 in Book I, Vol. 1716.

The Addendum denotes that the MARIA FATIMA FELISMINA BARBOSA alias MARIA BARBOSA COUTO and JOSE SALVADOR COUTO alias JOSE SALVADOR FRANCISCO ANTONIO AGNELO COUTO alias JOSEPH COUTO agreed that RAJAN NAGUESH LOTLIKAR will sell a plot of land at Margao to MARIA FATIMA FELISMINA BARBOSA



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and JOSE SALVDOR COUTO and that the sale consideration for this plot of land at Margao would be adjusted from the sale proceeds of plots of the said property.

H. Agreement of Modification dated 29.11.2004, registered on 7.12.2004 under Registered No. 4084 at Pages 521 to 543 in Book I, Vol. 1723.


The Agreement of Modification dated 29.11.2004 denotes that in supersession of the documents described by me at Para 3(F) and 3(G) above, MRS. MARIA FATIMA FELISMINA BARBOSA and JOSE SALVADOR COUTO shall sell the said property (with or without sub-division) to MR. RAJAN NAGUESH LOTLIKAR for an agreed consideration.

I. General Power of Attorney executed on 20.12.2005 before Mr. Narahari D. Keni, Notary Public having his Office at Margao and registered in his Notarial Registration No. 10900.

It is established by the said General Power of Attorney, that pursuant to documents described by me at paras 3(F), 3(G) and 2(H) above, MARIA FATIMA FELISMINA BARBOSA and JOSE SALVADOR COUTO have received from RAJAN NAGUESH LOTLIKAR, the entire agreed consideration stipulated in the documents at Paras 3(F), 3(G) and 2(H) above and further empowered and authorized the said RAJAN NAGUESH LOTLIKAR to, inter-alia, sell and/or dispose off the said property.

J. Deed of Sale dated 17.3.2006, registered on 23.3.2006 under Registered No. 1411 at Pages 177 to 227 in Book I, Vol. 1986.

1. By virtue of this Deed of Sale the original whereof was furnished to me at my request, it is confirmed that MRS. MARIA FATIMA FELISMINA BARBOSA alias MARIA BARBOSA COUTO and her husband, JOSE SALVADOR FRANCISCO ANTONIO AGNELO COUTO alias JOSEPH COUTO represented by RAJAN NAGUESH LOTLIKAR as their Attorney and as a Confirming Party therein, have sold the said property to GOLDSHIELD REAL ESTATE PRIVATE LIMITED.

  
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K. Agreement of Development and Sale dated 25.06.2018 executed and registered before Notary, Sachin Kolwalkar under his Notarial Registration No. 1352/2018 on 25-06-2018.

The Agreement of Development and Sale dated 25.6.2018, the original whereof was furnished to me at my request, denotes that GOLDSHIELD REAL ESTATE PRIVATE LIMITED (GREPL) has now entrusted the work of development and sale of the said property by sub-dividing the said property into plots for sale to prospective purchasers to M/S. VILANOVA CONSTRUCTIONS in accordance with the terms and conditions incorporated in the said Agreement of Development and Sale and as per the plan of approved sub-division of said property annexed thereto.

L. Resolution authorizing Mr. Animesh Bhattacharya, Director of GREPL to sign & execute all Agreements & Sale Deeds.

The Board of Directors GOLDSHIELD REAL ESTATE PRIVATE LIMITED have further by Resolution dated 06-10-2017, authorized Mr. Animesh Bhattacharya, Director of GOLDSHIELD REAL ESTATE PRIVATE LIMITED to sign and execute all Agreements of Sale and Sale Deeds and such other necessary and incidental documents being the owners of the said property, pertaining to the sale of such sub-divided plots developed in the said property by M/s. Vilanova Constructions for sale to prospective purchasers.

M. Form I & XIV of the said property bearing Survey No. 111/2 of village Guirdolim of Salcete Taluka.

The latest copy of Form I & XIV of Survey No. 111/2 of village Guirdolim of Salcete Taluka depicts the name of GOLDSHIELD REAL ESTATE PRIVATE LIMITED as the lawful occupant of the said property.

N. Survey Plan of Survey No. 111/2 of village Guirdolim.



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The latest survey plan of Survey No. 111/2 i.e the said property of village Guirdolim depicts the following boundaries:-

On the North : by Survey No. 110 and 95 of village Guirdolim.

On the East : by Survey No. 142 of village Guirdolim.

On the South: by Survey Nos. 112, 93/1, 93/2, 94/2, 94/3 and 94/4 of village Guirdolim.

On the West: by Survey No. 95 of village Guirdolim.

#### **CONCLUSION:**

To conclude, I am of the opinion that GOLDSHIELD REAL ESTATE PRIVATE LIMITED as the lawful and absolute owner of the said property has a free, clear and marketable title to the same.

M/s. Vilanova Constructions by virtue of the Agreement of Development and Sale dated 25.6.2018 are further fully entitled to develop the said property by dividing the same into sub-divided plots for sale to prospective purchasers.

#### **OPINION:**

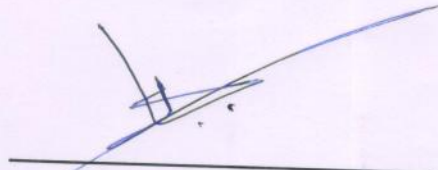
I have personally perused the documents furnished to me by GOLDSHIELD REAL ESTATE PRIVATE LIMITED and M/S. VILANOVA CONSTRUCTIONS and which form an integral part of this present report. My opinion therefore is as under:-

1. On the basis of the title traced till date, GOLDSHIELD REAL ESTATE PRIVATE LIMITED as the lawful and absolute owner of the said property has a free, clear and marketable title to the said property and M/S. VILANOVA CONSTRUCTIONS as the Developer by virtue of the Agreement of Development and Sale dated 25.6.2018 have a free, clear and marketable title to sell such sub-divided plots to prospective purchasers by arraigning GOLDSHIELD REAL ESTATE PRIVATE LIMITED as the owners and itself as a Developer/Promoter for such sale of sub-divided plots to prospective purchasers.



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2. Since the original copy of the Deed of Sale dated 17.3.2006 and the Agreement of Development and Sale dated 25.06.2018 have been furnished to me, I am of the considered opinion that there are no liens, encumbrances and/or mortgages in respect of the said property.



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Adv. Laxman V. S. Assoldekar

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