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Ref: 78

Date: 18/08/2025

TITLE REPORT

To,

Aekri infrastructure private limited

H no. 367, Second floor block 11,

Sunder Vihar Nangloi Pole No r184

Paschim Vihar

New Delhi 110087.

I. I have perused the photocopies of the following documents:

a) Survey Records Form I & XIV bearing Survey No. 122/1-A of Village Moira, Bardez – Goa.

b) Inscription & Description Certificates

c) Manual Form I & XIV

d) Form IX

e) FORM III


f) Deed of Partition and Gift dated 02/12/1930

g) Deed of Sale dated 17/10/1994, registered before Sub-Registrar of Bardez, Mapusa-Goa under Registration No. 1221 of Book No. I, Volume No. 309 dated 14/07/1995

h) Order dated 15/02/1996 passed by the Deputy Collector and Sub Divisional Officer Mapusa, Sub



Division, Mapusa- Goa in case No.  
15/132/95/Part/Land/1699

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- i) Deed of sale dated 20/02/2007, registered before Sub-Registrar of Bardez, Mapusa-Goa under Registration No. 1251 at pages 289 to 304 of Book No. I, Volumn No. 2031 dated 16/03/2007.
  - j) Judgement dated 26/04/2018 passed by the Hon'ble High Court of Bombay at Goa in First Appeal No. 136/2002.
  - k) Deed of sale dated 13/07/2022, registered before Sub-Registrar of Bardez, Mapusa-Goa under Registration No. BRZ-1-3188-2022 of Book No. I dated 15/07/2022.
  - l) Survey Plan.
  - m) Nil Encumbrance Certificate dated 05/08/2021 bearing No. 1621/2021.

## **II. DESCRIPTION OF THE PROPERTY**

### SCHEDULE-I

ALL THAT property known as "GOLPONENCHEM PALSEN" or "PIRZONA" situated in Village Moira, within the limits of Village Panchayat of Moira, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, surveyed in the Record of Rights under survey No. 122/1 of the Village Moira, Bardez Goa, which property is found described in the Land Registration office under Description No. 6988 of Book B-18 New and not enrolled in the taluka Revenue Office for Matriz Predial.

The property shall hereinafter be referred to as the SAID BIGGER PROPERTY.

### SCHEDULE - II

ALL THAT property admeasuring 6135 sqmts., surveyed in the Records of Rights under Survey no. 122/1-A of the Village of Moira, Bardez Goa forming part of the SAID



BIGGER PROPERTY more particularly described in  
SCHEDULE-I hereinabove and is bounded as under :-

Towards the East:- By the property bearing Survey Nos.  
122/1, 122/2, 122/10 and 122/11 of Village Moira.

Towards the West:- By the property bearing Survey No.  
122, sub-division Nos.15,16 and 17 of Village Moira

Towards the North:- By the road

Towards the South:- By the property bearing Survey No.  
122/18 of Village Moira

The property shall hereinafter be referred to as the SAID  
PROPERTY.

TRACING OF PARTIES TITLE:

1. The SAID BIGGER PROPERTY originally belonged to the  
Communidade of Moira, The Inscription Certificate bearing

No. 4321 of Book G-6/327 dated 28<sup>th</sup> October 1896 reveals as under:

a) That the SAID BIGGER PROPERTY was originally belonged to the Comunidade of Moira and was given on Aforamento Basis to one Mr. Caitano Xavier Correa from Moira vide order dated 2<sup>nd</sup> June 1892 of Governor General.


b) That on 9<sup>th</sup> January 1894, the Administrator of Comunidade of Bardez granted final possession of the SAID BIGGER PROPERTY in favour of the said Mr. Caitano Xavier Correa from Moira.

2. The Comunidade is a body of Villagers governed by the provisions of the Code of Comunidades. It bears mentioning that the code of Comunidades provides for a two-step procedure for grant, which includes a provisional handing over of possession and subject to compliance with the



conditions of grant, definitive or final possession being handed over to the Grantee. In the instant case, there was definitive possession granted to the Grantee.

3. The Comunidade is a body of villagers governed by the provisions of the Code of Comunidades. Relevant provisions of the Code of Comunidades for the purpose of this report are as under:



Article The Comunidades shall be under the administrative 5 tutelage of the state, in terms established in this code, and its immovable properties may be granted on emphyteusis and alienated in the manner provided in this code Article The canons (foros) payable on emphyteusis, by the 6 comunidades and any other installments or periodical Pensions that they may receive from the emphyteutas, owners, servants or individuals are redeemable, in terms of the general law that regulates the redemption of pension (foro), in all the respects not provided in this code.

Article The Comunidade do not enjoy, in regards to the immovable 7 properties, granted on emphyteusis, the right conferred to the grantors, under article 1662 of the Civil code and its paragraphs, and the said immovable properties may be alienated and divided, however the comunidades shall have the right to increase the pension (foro) at the time of its division, in terms prescribed in this code.

Article The Comunidade shall: 30

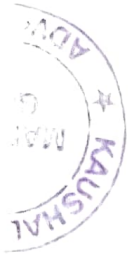
1. Elect every three years the ordinary attorneys and its Substitute, in the form provided in this Code;
2. Appoint a special attorney, when necessary, or have their Services dispensed with according to circumstances and the interests of the Comunidade;
3. Opine on the statement of income and expenditure, the estimates for the ordinary and extraordinary auctions and their conditions, and



on the finalization of the accounts and the extraordinary budgets;

4. To deliberate on:

- a. The works and the extraordinary expenses to be incurred.;
- b. The loans to be borrowed;
- c. Creation or abolition of medical posts, extension of the period of its duration and maintenance of the same, as well as the creation or abolition of any services or charges of permanent nature;
- d. Introduction of the non-saline water in the Khasanas-‘casanas’
- e. Acquisition of lands;
- f. Emphyteusis, sale or exchange of land;
- g. Institution, admission, withdrawal and compromise of civil suit;



- h. Extension of time granted for utilization of land granted on emphyteusis;
  - i. About the grant of rebate (quita) to the leaseholders;
  - j. And in general, about all the extraordinary acts not provided for in the statement of income and expenditure or in the provisions of this code, as well as relating to any matters about which the opinion is called for.
5. To appoint and dismiss peons or criers, determining their rights and obligation.



Article The redemption of the foro of the emphyteusis of the 238 comunidades or of any periodical payments that the comunidades receive from the properties, servants or other individuals under the article 6, shall be applied to the clerk of the

comunidade, requesting that the amount may be calculated and received, mentioning in the petition the nature and the burden thereof of which redemption is asked for.

1. The clerks, within the period of eight days and under his responsibility, shall calculate the amount of redemption. This shall be recorded on the reverse of the application Adding to the sum, the outstanding annuities due to the comunidade.

2. The amount payable for the redemption is the sum of twenty annuities of the foro or burden whose redemption is Intended, plus the annuity relating to the year of redemption, when it is not done, with effective payment, by 31<sup>st</sup> March.

3. The application shall then be returned to the party, who has to effect the payment into the safe of the amount calculated.

4. At the time of payment, the clerk of the 'comunidade' shall mention below the calculation set out in the application the Following note: "The above amount was paid on this date, by

item no....., mentioned at pg.....of the cash Book No. .... and noted the transference in the corresponding entry in the Register 2, No.....”

5. The application containing the calculation and note referred to above, shall remain in possession of the interested party, who shall return it to the clerk no sooner he obtains the certified copy of the redemptions effected, with the designations contained in the respective lists, wherein reference is made to the payment effected.

Article After the redemption, when this is of the entire foro or of the 241 other charges regarding the property, the clerk of the comunidade shall cancel the mutation of the same property made in the Register - 2 (Tombo 2), and when only of a part of the foro or charge, have been redeemed, necessary note of the same is made in the registration of the property, reducing its foro or charge to the part that has not been redeemed.



4. In the light of the above facts, the relevant provisions of the Code of Comunidades and the Portuguese Civil Code need to be considered. Article 324 to 340 contemplates fixing of foro (rent), which needs to be paid by the Grantee, Article 238 provides for redemption of foro of the Emphytosis and further postulates that upon payment of 20 annuities of foro plus the annuity relating to the year of redemption, the redemption of foro shall be complete. Moreover Article 239 stipulates that the redemption of foro may be applied for by the Grantee without thereby acquiring any title by this fact. Article 241 further contemplates that after the redemption, the Comunidade shall effect cancellation of mutation in its records (tombo two) thereby cancelling the registration of the said property in the name of Comunidade.

5. The above provisions of the code of Comunidades contemplate redemption of foro by payment of 20 years annuity.
6. Article 338 of the code of Comunidades stipulates that the provisional delivery of the land granted as Emphyteusis cannot be considered in legal relations. However, the handing over of definitive possession confers on the Grantee the rights recognized under the Civil Law (Portuguese Civil Code). In view of the above, after definitive possession is granted in favour of the Grantee, the rights under the Civil Law crystallized in favour of the Grantee.
7. It bears mentioning that the code of Comunidades provides for a two-step procedure for grant, which includes a provisional handing over of possession and subject to compliance with the conditions of grant, definitive or final possession being handed over to the



Grantee. In the instant case, there was definitive possession granted to the Grantee.



8. The above document clearly establishes the definitive possession of the Said Property No. 1 being granted in favour of Joao Domingos de Souza and the other aspect of the quit rent is more particularly dealt with in the foregoing paras of this report.

9. In the judgement dated 26/04/2018 passed by the Hon'ble High Court of Bombay at Goa in First Appeal No. 136/2002 it was held at para 29 that "the net result is that there is no provision for reversion of the land granted on Aforamento basis, once the final/definitive possession is delivered and on remission of foro the land vests absolutely in the allottee." Upon payment of quit rent and delivery of definitive possession, ownership vests with the allottee.

10. The SAID BIGGER PROPERTY is described under no. 6988 of Book B-18 New and inscribed on 28<sup>TH</sup> OCTOBER 1896 under No. 4321 of Book G-6/327 in favour of Ana Paula Dorotea de Nazareth, wife of Jose Salvador de Souza. The Inscription Certificate reveals that the SAID BIGGER PROPERTY was purchased by the said Ana Paula Dorotea de Nazareth, wife of Jose Salvador de Souza vide Deed dated 3<sup>rd</sup> August 1895 from Mr. Caitano Xavier Correa, widower.



11. Inscription and Description Certificates are records maintained during the Portuguese Regime wherein the record of title was maintained. Portuguese Regime in Goa continued upto 1961 and post 1961, The land Registration records are not updated. However the said records are still recognized by the Courts and departments for the purpose of title to the property. In



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

12. The said Mr. Caitano Xavier Correa sold the aforesaid property to one Ana Paula Dorotea de Nazareth, wife of Jose Salvador de Souza vide deed of Sale dated 03/08/1895 having described accordingly under no. 6988 of Book B-18 New and found inscribed on 28<sup>th</sup>

October 1896 under no.4321 of Book G-6/327 in the name of said Ana Paula Dorotea de Nazareth.

13. Vide Deed of Partition and Gift dated 02/12/1930 executed between the said Ana Paula Dorotea de Nazare, widow of Jose Salvador de Souza AND Graciano Wenceslau de Sousa and his wife, Carlota Santana de Sousa; Marcelino Felicio de Sousa and his wife Purificacao Escolastica Mendes and Cirilo Sebastiao de Sousa (unmarried), HALF of the SAID BIGGER PROPERTY was allotted in favour of Ana Paula Dorotea de Nazare, widow of Jose Salvador de Souza and ONE-FOURTH each of the SAID BIGGER PROPERTY was allotted in favour of Graciano Wenceslau de Sousa and his wife, Carlota Santana de Sousa and Cirilo Sebastiao de Sousa. FURTHER vide same Deed of Partition and Gift dated 02/12/1930, the said Ana Paula Dorotea de Nazare, widow of Jose Salvador de Souza gifted her HALF share in the SAID

BIGGER PROPERTY in favour of allotted in favour of Graciano Wenceslau de Sousa and his wife, Carlota Santana de Sousa and Cirilo Sebastiao de Sousa.

14. Vide Deed of Sale dated 17/10/1994, registered before the Sub-Registrar of Bardez, Mapusa- Goa under Registration No. 1221 of Book No. I, Volume No. 309 dated 14/07/1995, Mr. Joaquim Casiano Nazareth and his wife, Mrs. Elsy Nazareth alias Maria Elsi D'Souza as legal heirs of Graciano Wenceslau de Sousa and his wife, Carlota Santana de Sousa and the said Mr. Cirilo Sebastiao de Sousa sold a part admeasuring 6085 sqmts., forming part of the SAID BIGGER PROPERTY in favour of M/s. United Builders And Developers, A Registered Partnership Firm. However, there is no Deed of Succession/ Inventory Proceedings of the said Graciano Wenceslau de Sousa and his wife, Carlota Santana de Sousa.

15. The said M/s. United Builders And Developers, A Registered Partnership Firm initiated Partition Proceedings under the provisions of Land Revenue Code to Partition the plot admeasuring 6135 sqmts., forming part of the SAID BIGGER PROPERTY and vide Order dated 15/02/1996 passed by the Deputy Collector and Sub Divisional Officer Mapusa, Sub Division, Mapusa-Goa in case No. 15/132/95/Part/Land/1699, the said plot admeasuring 6135 sqmts., forming part of the SAID BIGGER PROPERTY was partitioned and a separate Survey No. 122/1-A of Village Moira, Bardez- Goa was obtained which plot is more particularly described in SCHEDULE II herein above and referred to as the SAID PROPERTY.



16. Vide Deed of Sale dated 20/02/2007, registered before Sub-Registrar of Bardez, Mapusa-Goa under Registration No. 1251 at pages 289 to 304 of Book No. I, Volume No. 2031 dated 16/03/2007/, M/s. United Builders And Developers, A Registered Partnership Firm sold the SAID PROPERTY admeasuring 6135 sqmts. In favour of Mr. Maheeb Ismail Virani.

17. Vide Deed of sale dated 13/07/2022, registered before Sub-Registrar of Bardez, Mapusa-Goa under Registration No. BRZ-1-3188-2022 of Book No. I dated 15/07/2022 , AEKRI INFRASTRUCTURE PRIVATE LIMITED became owner of the SAID PROPERTY admeasuring 6135 sqmts and the same was purchased from Mr. Maheeb Ismail Virani and his wife Mrs. Yasmin Mehboob Virani and accordingly the name of AEKRI INFRASTRUCTURE PRIVATE LIMITED was mutated in the revenue records of the said property described in Schedule II.

18. Manual form I & XIV, Form IX and Form III are Revenue Records prepared under the applicable Goa Land Revenue code

Form IX and Form III:

In respect of Survey No. 122/1 of Village Moira, Bardez – Goa clearly shows the name of Maira Elsi D'Souza in the Occupants column.

Manual Form I & XIV:

In respect of Survey No. 122/1 of Village Moira, Bardez- Goa clearly shows the names of United Builders & Developers and its Partner, Ismail Jusab Virani, Vasanali Hasam Isani and Tajdin Noorani, Mahebab Ismail Virani in the Occupants Column and after deleting the said names, the name of AEKRI INFRASTRUCTURE PRIVATE LIMITED was added. The said Manual Form I & XIV is consistent with the Devolution of ownership.



19. Under the Comunidade Rules, 10% of the consideration of sale has to be paid to the Comunidade. However the said payment is not effected.

20. In light of above, although there is no succession deed of Graciano Wenceslau de Sousa and his wife, Carlota Santana de Sousa, considering the fact that the Inscription & Description Certificates, Manual Form I & XIV, Form IX, Form III, Deed of Partition and Gift Dated 02/12/1930, Deed of Sale dated 17/10/1994, Order dated 15/02/1996 passed by the Deputy Collector and Sub Divisional Officer Mapusa, Sub Division, Mapusa- Goa in case No. 15/132/95/Part/Land/1699, Deed of sale dated 20/02/2007 and Judgement dated 26/04/2018 passed by the Hon'ble High Court of Bombay at Goa in First Appeal No. 136/2002 and Survey Records in respect of the SAID PROPERTY have remained unchallenged and the survey records

corresponds to the devolution of title and is consistent with the ownership of the present owners, I am of the opinion that, the said AEKRI INFRASTRUCTURE PRIVATE LIMITED has clear and marketable title in respect of the SAID PROPERTY admeasuring 6135 sqmts. SUBJECT to the following:



- i. Publication of Public Notice inviting objections from the general public, if any
- ii. Production of updated Land use Zoning Certificate
- iii. Inspection of originals of the following documents:
  - (a). Deed of Sale dated 17/10/1994, registered before Sub- Registrar of Bardez, Mapusa- Goa under Registration No. 1221 Of Book No. 1, Volumn No. 309 dated 14/07/1995

(b). Deed of Sale dated 20/02/2007,  
registered before Sub- registrar of Bardez,  
Mapusa- Goa under Registration No. 1251  
at pages 289 to 304 of Book No. I, Volumn  
No. 2031 dated 16/03/2007

(C)Deed of sale dated 13/07/2022, registered  
before Sub-Registrar of Bardez, Mapusa-  
Goa under Registration No. BRZ-1-3188-  
2022 of Book No. I dated 15/07/2022

iv. Subject to Observation made at Para 14  
and Para 18 above

**III.** In addition to above, I have to make the following  
observation:

1. No tenants are reflected in the survey records of the  
SAID PROPERTY.

2. The Urban Ceiling Act is not applicable to the State of Goa.
3. No Conversion Sanad had been furnished to establish that the SAID PROEPRTY is converted from agricultural to non-agricultural purposes.
4. Land Use Zoning Certificate dated 30/01/2019 bearing Ref. No. TPBZ/ZON/5527/MOIRA/TCP-19/770 issued by the Senior Town Planner, Town & Country Planning Department, Mapusa- Goa has been furnished which reveals that the SAID PROPERTY admeasuring 6135 sqmts falls in "Settlement Zone" as per final regional plan for Goa 2021. However, the said Land use Zoning Certificate dated 30/01/2019 is valid only for six months from the date of issuance.



5. No NOC is furnished from the Forest Department to establish that the SAID PROPERTY is not identified as a forest land.

IV. EVIDENCE OF POSSESSION:-

The SAID PROPERTY bearing Survey No. 122/1-A reflects the name of AEKRI INFRASTRUCTURE PRIVATE LIMITED in Form I & XIV issued by the Department of Survey, Government of Goa which establishes the ownership of the present owner in respect of the said Property.

V. ENCUMBRANCE ON PROPERTY:-

I have taken search in the Office of the Sub-Registrar of Mapusa, Bardez- Goa and have not found any registered mortgages in respect of the SAID PROPERTY. Nil Encumbrance certificate dated 05/08/2021 bearing No. 1621/2021 in respect of the

SAID PROPERTY is furnished to establish that there is no encumbrance in the SAID PROPERTY but the same is observed that latest NIL encumbrance certificate is not furnished.

CERTIFICATE

From the document produced from my scrutiny, I hereby verify that AEKRI INFRASTRUCTURE PRIVATE LIMITED has a clear and marketable title in respect of the SAID BIGGER PROPERTY admeasuring 6135 sqmts. SUBJECT to the following:

- i. Publication of Public Notice inviting objections from the general public, if any
- ii. Production of updated Land use Zoning Certificate



iii. Inspection of originals of the following documents:

(a). Deed of Sale dated 17/10/1994, registered before Sub- Registrar of Bardez, Mapusa- Goa under Registration No. 1221 Of Book No. I, Volumn No. 309 dated 14/07/1995

(b). Deed of Sale dated 20/02/2007, registered before Sub- registrar of Bardez, Mapusa- Goa under Registration No. 1251 at pages 289 to 304 of Book No. I, Volumn No. 2031 dated 16/03/2007

(C)Deed of sale dated 13/07/2022, registered before Sub-Registrar of Bardez, Mapusa- Goa under Registration No. BRZ-1-3188-2022 of Book No. I dated 15/07/2022

iv. Subject to Observation made at Para 14 and  
Para 18 above

➤ General Qualifications and Assumptions

- This report on title is prepared solely on the basis of documents furnished to me as more particularly set out as 'I' above.
  
- For the purpose of issuing this report in title:
  - (a) I have not carried out a negative search in respect of litigations (i) in relation to the said PROPERTY and or (ii) against the larger property;
  
  - (b) I have taken the title documents under which Ana Paula Dorotea de Nazareth, wife of Jose Salvador de Sousa acquired the land as the root of title.



- For the purpose of issuing this report on title, I have assumed:

(a) The legal capacity of all natural persons, the genuineness of all signatures, the conformity to original documents of all documents of title submitted to me, as set out at 'I' above, as photocopies or scanned copies and the authenticity of the originals of such documents;

(b) That the documents of title set out in the report above have not been modified in any manner and are valid, subsisting and remain in force;

(c) That all the documents relating to the SAID PROPERTY and furnished to me have been validly executed and delivered by the parties to them;



- (d) That all documents are within the capacity and powers of each party and have been validly authorized by each party;
- (e) That there are no pending litigations in respect of the SAID PROPERTY; and
- (f) That names of persons spelt differently in different documents in respect of the SAID PROPERTY are the same person;
- The accuracy of this report on title necessarily depends on the documents furnished to me and the information provided to me during the course of my discussions, being true, complete and accurate and which I have assumed to be the case. I therefore disclaim any responsibility for any misinformation or incorrect or



incomplete information arising out of the documents, responses and other information furnished to me.

- This report on title is confined to the SAID PROPERTY only
- The search conducted at the office of the Sub-Registrar of Mapusa, Bardez – Goa is subject to non-availability of certain records and certain land registration records being torn at the concerned Sub-Registrar's Office.
- The availability / existence of the access to the SAID PROPERTY is not within the scope of this report.
- A certificate determination, notification, opinion or the like 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

in the title documents to the contrary. The report on title has been prepared in accordance with and is subject to the laws in India.



A handwritten signature in blue ink, appearing to read "Kshetye".

**Adv.Kaushal Shetye**

KAUSHAL T. SHETYE  
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