

*Vinita Palyekar*  
Advocate

27/09/2022

To,  
LODHA LANDBUILD INFRASTRUCTURE PVT. LTD.  
(Formerly known as Varpan Land Developers Private Limited),  
Having its registered office at 3<sup>rd</sup>, Floor, Lodha Excelus,  
Apollo Mills Compound, N M Joshi Marg, Mahalaxmi, Mumbai-  
400011, represented by its Authorized Signatory,  
Shri. Deependra Gupta.

Respected Sir,

Kindly find attached the Title Opinion of Senior Adv. Sudin M. S. Usgaonkar in relation to the title of LODHA LANDBUILD INFRASTRUCTURE PVT. LTD. (Formerly known as Varpan Land Developers Private Limited), to the 95 distinct plots bearing Nos. 3 to 28, 47 to 61, 64 to 80, 87, 88, 90 to 93, 97 to 105, 109 to 122, 126 to 130, 132, 152 and 153 collectively admeasuring an area of 28,651 sq.mts. and the other earmarked areas namely, community centre (Plot No. 156) admeasuring 1,717 square metres, public utility area (Plot No. 157) admeasuring 225 square metres, open space area admeasuring 11,112 square metres and the internal roads admeasuring 13,500 square metres, thus aggregating to an area admeasuring 55,205 square metres (collectively referred to as the "said plots") and the area of 973 sq.mts. under road widening, all forming part of an immovable property known as "**PREDIO OITERAL BONOBO**" or "**BANDLO**" or "**BONDBO**", totally admeasuring an area of 73,273 sq.mts., surveyed under No. 20/1-A of Village Bainguinim, situated in the Village of Bainguinim, Taluka and Registration Sub-District of Tiswadi, District of North-Goa, State of Goa.



**VINITA V. PALYEKAR**

*Sudin M. S. Usgaonkar*


Senior Advocate

27/09/2022

To,  
Adv. Vinita Palyekar,  
Panaji-Goa.

**TITLE OPINION**

This Opinion relates to the title of LODHA LANDBUILD INFRASTRUCTURE PVT. LTD. (Formerly known as Varpan Land Developers Private Limited), to the following 95 distinct plots bearing Nos. 3 to 28, 47 to 61, 64 to 80, 87, 88, 90 to 93, 97 to 105, 109 to 122, 126 to 130, 132, 152 and 153 collectively admeasuring an area of 28,651 sq.mts. and the other earmarked areas namely, community centre (Plot No. 156) admeasuring 1,717 square metres, public utility area (Plot No. 157) admeasuring 225 square metres, open space area admeasuring 11,112 square metres and the internal roads admeasuring 13,500 square metres, thus aggregating to an area admeasuring 55,205 square metres (collectively referred to as the "**said plots**") and the area of 973 sq.mts. under road widening, all forming part of an immovable property known as "**PREDIO OITERAL BONOBO**" or "**BANDLO**" or "**BONDBO**", totally admeasuring an area of 73,273 sq.mts., surveyed under No. 20/1-A of Village Bainguinim, situated in the Village of Bainguinim, Taluka and Registration Sub-District of Tiswadi, District of North-Goa, State of Goa.

 The aforesaid **property bearing Survey No. 20/1-A** of Village Bainguinim, totally admeasuring an area of 73,273 sq.mts., is hereinafter referred to as the "**said property**" and is more particularly described below with its present following boundaries (as evident from the Survey Plan of the said property, downloaded from the

official website of the Directorate of Settlement and Land Records,  
Government of Goa: <http://dslr.goa.gov.in>):

- North: By the public road heading from Village Ella to Village Bainguinim;
- South: By the property bearing Survey No. 20/1-L of the same Village;
- East: By the public road heading from Village Ella to Village Bainguinim and the property bearing Survey No. 19/1 of the same Village and
- West: By the public road heading from Village Ella to Village Bainguinim and the properties bearing Survey Nos. 20/1 and 20/1-M of the same Village.

And the **aforsaid 95 plots** are more particularly described with their present boundaries and their respective areas (as evident from the approved plan of the Town and Country Planning Department, North Goa District, Goa, vide letter No. **TIS/1278/BA/03/399** dated **13/05/2003**) in the tabular form prepared below:

Plot No.	Area (sq. mtrs.)	Boundaries of the respective plot.
3	278	North: By the 10 mts. wide internal road; South: By Plot No. 4; East: By Plot No. 28; West: By the public road.
4	285	North: By Plot No. 3; South: By Plot No. 5; East: By Plot No. 27; West: By the public road.
5	285	North: By Plot No. 4;

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		South: By Plot No. 6; East: By Plot No. 26; West: By the public road.
6	285	North: By Plot No. 5; South: By Plot No. 7; East: By Plot No. 25; West: By the public road.
7	285	North: By Plot No. 6; South: By Plot No. 8; East: By Plot No. 24; West: By the public road.
8	285	North: By Plot No. 7; South: By Plot No. 9; East: By Plot No. 23; West: By the public road.
9	285	North: By Plot No. 8; South: By Plot No. 10; East: By Plot No. 22; West: By the public road.
10	285	North: By Plot No. 9; South: By Plot No. 11; East: By Plot No. 21; West: By the public road.
11	285	North: By Plot No. 10; South: By Plot No. 12; East: By Plot No. 20; West: By the public road.
12	285	North: By Plot No. 11; South: By Plot No. 13;

		East: By Plot No. 19; West: By the public road.
13	285	North: By Plot No. 12; South: By Plot No. 14; East: By Plot No. 18; West: By the public road.
14	300	North: By Plot No. 13; South: By Plot No. 15; East: By Plot No. 17; West: By the public road.
15	298	North: By Plot No. 14; South: By the internal 10mts. wide road; East: By Plot No. 16; West: By the public road.
16	298	North: By Plot No. 17; South: By the internal 10 mts. wide road; East: By the internal 10 mts. wide road; West: By Plot No. 15.
17	300	North: By Plot No. 18; South: By Plot No. 16; East: By the internal 10 mts. wide road; West: By Plot No. 14.
18	285	North: By Plot No. 19; South: By Plot No. 17; East: By the internal 10 mts. wide road; West: By Plot No. 13.
19	285	North: By Plot No. 20; South: By Plot No. 18; East: By the internal 10 mts. wide road; West: By Plot No. 12.
20	285	North: By Plot No. 21;

		South: By Plot No. 19; East: By the internal 10 mts. wide road; West: By Plot No. 11.
21	285	North: By Plot No. 22; South: By Plot No. 20; East: By the internal 10 mts. wide road; West: By Plot No. 10.
22	285	North: By Plot No. 23; South: By Plot No. 21; East: By the internal 10 mts. wide road; West: By Plot No. 9.
23	285	North: By Plot No. 24; South: By Plot No. 22; East: By the internal 10 mts. wide road; West: By Plot No. 8.
24	285	North: By Plot No. 25; South: By Plot No. 23; East: By the internal 10 mts. wide road; West: By Plot No. 7.
25	285	North: By Plot No. 26; South: By Plot No. 24; East: By the internal 10 mts. wide road; West: By Plot No. 6.
26	285	North: By Plot No. 27; South: By Plot No. 25; East: By the internal 10 mts. wide road; West: By Plot No. 5.
27	285	North: By Plot No. 28; South: By Plot No. 26; East: By the internal 10 mts. wide road;

		West: By Plot No. 4.
28	292	North: By the internal 10 mts. wide road; South: By Plot No. 27; East: By the internal 10 mts. wide road; West: By Plot No. 3.
47	289	North: By Plot No. 46; South: By Plot No. 48; East: By the internal 10 mts. wide road; West: By the property bearing Survey No. 20/1 of Village Bainguinim.
48	295	North: By Plot No. 47; South: By Plot No. 49; East: By the internal 10 mts. wide road; West: By the property bearing Survey No. 20/1 of Village Bainguinim.
49	302	North: By Plot No. 48; South: By Plot No. 50; East: By the internal 10 mts. wide road; West: By the property bearing Survey No. 20/1 of Village Bainguinim.
50	308	North: By Plot No. 49; South: By Plot No. 51; East: By the internal 10 mts. wide road; West: By the property bearing Survey No. 20/1 of Village Bainguinim.
51	308	North: By Plot No. 50; South: By Plot No. 52; East: By the internal 10 mts. wide road; West: By the property bearing Survey No. 20/1 of Village Bainguinim.
52	303	North: By Plot No. 51; South: By Plot No. 53; East: By the internal 10 mts. wide road; West: By the property bearing Survey No. 20/1-A of Village Bainguinim.

53	300	North: By Plot No. 52; South: By Plot No. 54; East: By the internal 10 mts. wide road; West: By the property bearing Survey No. 20/1-A of Village Bainguinim.
54	299	North: By Plot No. 53; South: By Plot No. 55; East: By the internal 10 mts. wide road; West: By the property bearing Survey No. 20/1-A of Village Bainguinim.
55	299	North: By Plot No. 54; South: By Plot No. 56; East: By the internal 10 mts. wide road; West: By the property bearing Survey No. 20/1-A of Village Bainguinim.
56	387	North: By Plot No. 55; South: By the property bearing Survey No.20/1-L of Village Bainguinim; East: By Plot No. 57; West: By the property bearing Survey No. 20/1-A of Village Bainguinim.
57	300	North: By the internal 10mts. wide road; South: By the property bearing Survey No.20/1-L of Village Bainguinim; East: By Plot No. 58. West: By Plot No. 56.
58	297	North: By the internal 10mts. wide road; South: By the property bearing Survey No 20/1-L of Village Bainguinim; East: By Plot No. 59. West: By Plot No. 57.
59	285	North: By the internal 10mts. wide road; South: By the property bearing Survey No 20/1-L of Village Bainguinim; East: By Plot No. 60.



		West: By Plot No. 58.
60	286	North: By the internal 10mts. wide road; South: By the property bearing Survey No.20/1-L. of Village Bainguinim; East: By Plot No. 61. West: By Plot No. 59.
61	295	North: By the internal 10mts. wide road; South: By the property bearing Survey No.20/1-L. of Village Bainguinim; East: By Plot No. 62. West: By Plot No. 60.
64	327	North: By the internal 10mts. wide road; South: By the property bearing Survey No.20/1-L. of Village Bainguinim; East: By Plot No. 65. West: By Plot No. 63.
65	395	North: By Plot No. 66 and the internal 10 mts. road; South: By the property bearing Survey No.20/1-L. of Village Bainguinim; East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By Plot No. 64.
66	335	North: By Plot No. 67; South: By Plot No. 65; East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10 mts. road.
67	318	North: By Plot No. 68; South: By Plot No. 66; East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
68	310	North: By Plot No. 69; South: By Plot No. 67;

		East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
69	322	North: By Plot No. 70; South: By Plot No. 68; East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
70	322	North: By Plot No. 71, South: By Plot No. 69, East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
71	327	North: By Plot No. 72; South: By Plot No. 70; East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
72	316	North: By Plot No. 73. South: By Plot No. 71. East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
73	304	North: By Plot No. 74. South: By Plot No. 72. East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
74	293	North: By Plot No. 75. South: By Plot No. 73. East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
75	291	North: By Plot No. 76.

		South: By Plot No. 74. East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
76	296	North: By Plot No. 77. South: By Plot No. 75. East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
77	281	North: By Plot No. 78. South: By Plot No. 76. East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
78	252	North: By Plot No. 79. South: By Plot No. 77. East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
79	335	North: By Plot No. 80. South: By Plot No. 78. East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
80	268	North: By the common parking area admeasuring 1,622 sq.mts. South: By Plot No. 79. East: By the property bearing Survey No. 19/1 of Village Bainguinim. West: By the internal 10mts. road.
87	323	North: By Plot No. 86. South: By Plot No. 88. East: By Plot No. 91. West: By the internal 10mts. road.

88	344	North: By Plot No. 87. South: By Plot No. 89. East: By Plot No. 90 West: By the internal 10mts. road.
90	455	North: By Plot No. 91; South: By the internal 6mts. road; East: By the internal 6 mts. road; West: By Plots bearing Nos. 88 and 89.
91	430	North: By Plot No. 92; South: By Plot No. 91; East: By the internal 6 mts. road. West: By Plots bearing Nos. 86 and 87.
92	280	North: By Plot No. 93. South: By Plot No. 91. East: By the internal 6 mts. road. West: By Plot No. 85.
93	279	North: By Plot No. 94. South: By Plot No. 92. East: By the internal 6 mts. road. West: By Plot No. 84.
97	312	North: By the internal road 6 mts. road. South: By Plot No. 98. East: By Plot No. 108. West: By the internal 10 mts. road.
98	314	North: By Plot No. 97. South: By Plot No. 99. East: By Plot No. 107 West: By the internal 10mts. road.
99	314	North: By Plot No. 98. South: By Plot No. 100.

		East: By Plot No. 106. West: By the internal 10mts. road.
100	314	North: By Plot No. 99. South: By Plot No. 101. East: By Plot No. 105. West: By the internal 10mts. road.
101	314	North: By Plot No. 100. South: By Plot No. 102. East: By Plot No. 104. West: By the internal 10mts. road.
102	312	North: By Plot No. 101. South: By the internal 6mts. road. East: By Plot No. 103. West: By the internal 10mts. road.
103	312	North: By Plot No. 104. South: By the internal 6mts. road. East: By the internal 6 mts. road. West: By Plot No. 102.
104	314	North: By Plot No. 105. South: By Plot No. 103. East: By the internal 6 mts. road. West: By Plot No. 101.
105	314	North: By Plot No. 106. South: By Plot No. 104. East: By the internal 6 mts. road. West: By Plot No. 100.
109	260	North: By Plot No. 122. South: By the internal 10 mts. road.

		East: By Plot No. 110. West: By the internal 10 mts. road.
110	304	North: By Plot No. 121. South: By the internal 10 mts. road. East: By Plot No. 111. West: By Plot No. 109.
111	304	North: By Plot No. 120. South: By the internal 10 mts. road. East: By Plot No. 112. West: By Plot No. 110.
112	266	North: By Plot No. 119. South: By the internal 10 mts. road. East: By Plot No. 113. West: By Plot No. 111.
113	266	North: By Plot No. 118. South: By the internal 10 mts. road. East: By Plot No. 114. West: By Plot No. 112.
114	304	North: By Plot No. 117. South: By the internal 10 mts. road. East: By Plot No. 115. West: By Plot No. 113.
115	313	North: By Plot No. 116. South: By the internal 10 mts. road. East: By the internal 10 mts. road. West: By Plot No. 114.
116	265	North: By the internal 6 mts. road. South: By Plot No. 115. East: By the internal 10 mts. road.

		West: By Plot No. 117.
117	273	North: By the internal 6 mts. road. South: By Plot No. 114. East: By Plot No. 116. West: By Plot No. 118.
118	270	North: By the internal 6 mts. road. South: By Plot No. 113. East: By Plot No. 117. West: By Plot No. 119.
119	277	North: By the internal 6 mts. road. South: By Plot No. 112. East: By Plot No. 118. West: By Plot No. 120.
120	285	North: By the internal 6 mts. road. South: By Plot No. 111. East: By Plot No. 119. West: By Plot No. 121.
121	273	North: By the internal 6 mts. road. South: By Plot No. 110. East: By Plot No. 120. West: By Plot No. 122.
122	241	North: By the internal 6 mts. road. South: By Plot No. 109. East: By Plot No. 121. West: By the internal 10 mts. road.
126	292	North: By Plot No. 125. South: By Plot No. 127. East: By Plot No. 133. West: By the internal 6 mts. road.
127	292	North: By Plot No. 126. South: By Plot No. 128.

		East: By Plot No. 132. West: By the internal 6 mts. road.
128	292	North: By Plot No. 127. South: By Plot No. 129. East: By Plot No. 131. West: By the internal 6 mts. road.
129	290	North: By Plot No. 128. South: By the internal 6 mts. road. East: By Plot No. 130. West: By the internal 6 mts. road.
130	290	North: By Plot No. 131. South: By the internal 6 mts. road. East: By the internal 10 mts. road. West: By the Plot No. 129.
132	292	North: By Plot No. 133. South: By Plot No. 131. East: By the internal 10 mts. road. West: By the Plot No. 127.
152	490	North: By public road. South: By the properties bearing Survey Nos. 19/1 and 19/2-A of Village Bainguinim. East: By public road. West: By the internal 6 mts. road and the Plot No. 153.
153	270	North: By public road. South: By Plot No. 152 and the internal 6 mts. road. East: By Plot No. 152 and the public road. West: By the internal 6 mts. road and the Plot No. 154.
<b>Total:</b>		<b>28,651 sq.mts.</b>



**The following is the description of the earmarked areas:**

- a. Plot No. 156 admeasuring an area of 1,717 sq.mts. is reserved for Community Centre;
- b. Plot No. 157 admeasuring 225 sq.mts. is reserved for Public Utility ("**Public Utility**");
- c. Open space admeasuring an area of 11,112 sq. meters earmarked as **Open Space**) and
- d. Area admeasuring 13,500 sq.mts. under the internal 10mts. and 6 mts.. roads.

The aforesaid 95 plots along with the aforesaid earmarked areas (excluding the area of 973 sq.mts. under road widening of the said property), are collectively referred to as the "said plots".

**THE FOLLOWING PHOTOCOPIES OF THE DOCUMENTS HAVE BEEN FURNISHED FOR SCRUTINY FOR THE PURPOSE OF TITLE DUE DILIGENCE:**

- i. Description Certificate bearing No. 17021 recorded at page no. 53 reverse of Book B- 45(N) maintained in the Land Registration Office of Ilhas, Goa along with the English Translation;
- ii. Inscription Certificate bearing No. 24420 dated 29/04/1960 recorded at pages 31 to 31 reverse of Book G-38 maintained in the Land Registration Office of Ilhas, Goa along with the English Translation;
- iii. Inscription Certificate bearing No. 16325 dated 7/02/1945 at page 138 of Book G-161 maintained in the Land Registration Office of Ilhas, Goa, along with the English Translation;
- iv. Inscription Certificate bearing No. 16326 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 138 of Book G-28 maintained in the Land Registration Office of Ilhas, Goa, along with the English Translation;
- v. Inscription Certificate bearing No. 16327 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 138 reverse



- of Book G-28 maintained in the Land Registration Office of Ilhas, Goa, along with the English Translation;
- vi. Inscription Certificate bearing No. 16328 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 138 reverse of Book G-28 maintained in the Land Registration Office of Ilhas, Goa, along with the English Translation;
  - vii. Inscription Certificate bearing No. 16329 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 139 of Book G-28 maintained in the Land Registration Office of Ilhas, Goa, along with the English Translation;
  - viii. Inscription Certificate bearing No. 16330 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 139 of Book G-28 maintained in the Land Registration Office of Ilhas, Goa, along with the English Translation;
  - ix. Inscription Certificate bearing No. 16331 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 139 and 139 reverse of Book G-28 maintained in the Land Registration Office of Ilhas, Goa, along with the English Translation;
  - x. Matriz Certificates bearing Nos. 159 and 165 enrolled in the Taluka Revenue Office of Ilas, Goa, maintained in the Land Registration Office of Ilhas, Goa along with the English Translation in respect of the whole property;
  - xi. Old Cadastral records (Old Cadastral Plan and Registo do Agrimensur/Register of Old Cadastral Survey) along with the English Translation of the whole property bearing Old Cadastral No. 41 of Village Bainguinim;
  - xii. Deed of Sale and Mortgage dated 12/8/1976, duly registered under No. 773 at pages 151 to 160 of Book No. I, Volume No. 108 on 4/11/1976, before the Sub Registrar of Ilhas at Panaji, Goa and Deed of Release dated 10/10/1980 duly registered with the Sub-Registrar of Ilhas, Panaji, Goa under No 478 at pages 387 to 391 of Book No. 1, Volume No. 159 on 5/12/1981;
  - xiii. Agreement for Development dated 8/08/1992 executed before Adv. Ashok Mashelkar, Notary, Panaji, Goa, between M/s. Agrotek Enterprises, a partnership concern registered under the Indian Partnership Act, 1932, represented by its partner, Madhavi Sanjeev Pilgaonkar and the erstwhile owners, Venceslau Jose Vitorino Gonsalves and Anan Alexandrinha Fernandes e Gonsalves along with the Agreement of Assignment of Rights dated 10/05/1994 executed by M/s.



Agrotek Enterprises in favour of M/s. Landmark Developments with the said erstwhile owners as the Confirming Parties;;

- xiv. Deed of Sale and Mortgage dated 16/05/1994 duly registered with the Sub-Registrar of Ilhas, Goa, under No. 1960/94 recorded at pages 260 to 463 of Book I along with the (i) Deed of Partial Release dated 8/06/1995 duly registered with the Sub-Registrar of Ilhas, Panaji-Goa, under No. 1029/95 and (ii) Deed of Release dated 11/06/1996, duly registered with the Sub-Registrar of Ilhas, Panaji-Goa, under No. 1951 recorded at pages 424 to 444 of Book I, Volume No. 559;
- xv. Irrevocable Power of Attorney dated 16/05/1994 executed by Venceslau Jose Vitorino Gonsalves and Anan Alexandrinha Fernandes e Gonsalves in favour of the partners of M/s. Landmark Developments, Kunj Behari Gupta and Mr. Raj Nanrani, Karta of R. F. Nanrani, Hindu Undivided Family, for the development of the larger property. The said power of attorney is executed before Adv. Ulhas B. Pai Raikar, Notary Public, Panaji-Goa, bearing Registration Serial No. 764/95.
- xvi. Sanad bearing No. CNV/TIS/72/99 dated 4/04/2000 issued by the Office of the Deputy Collector, Government of Goa, whereby permission has been granted for change of use of the larger property bearing Survey No. 20/1-A of Village Bainguinim, totally admeasuring an area of 75,000 sq.mts. from agricultural to residential use;
- xvii. Letter bearing No. TIS/1278/BAI-03/399 dated 13/05/2003 issued by the Town and Country Planning Department, North Goa District along with the approved plan;
- xviii. Final Development Certificate bearing No. VP/SOG 67/15/2000-2004 issued by the Village Panchayat Se-Old-Goa;
- xix. Deeds of Sale executed by M/s. Landmark Developments in favour of third parties in respect of the plots (Plots bearing Nos. 142, 143, 146, 151, 141, 108, 135, 136, 134, 147, 150, 138, 148, 149, 82, 83, 95, 96, 94, 121, 124, 140, 137, 144, 145, 29 to 42, 139, 89, 123, 102, 131, 85 and 133) which are not included in the said plots) forming part of the said property as mentioned in para (35) hereinbelow;
- xx. Previously obtained Nil Encumbrance Certificates of the year, 2018 with respect to 95 plots which are included in the said plots as mentioned in para (36) hereinbelow;

- xxi. Previously obtained Nil Encumbrance Certificates of the year, 2022 with respect to 96 plots which are included in the said plots as mentioned in para (37) hereinbelow;
- xxii. Manual (handwritten) Survey Form I & XIV of the entire property bearing Survey No. 20/1 of Village Bainguinim;
- xxiii. Manual (handwritten) Survey Form I & XIV of the larger property bearing Survey No. 20/1-A of Village Bainguinim, admeasuring an area of 75,000 sq.mts.;
- xxiv. Recent Survey Forms I & XIV of the properties bearing Survey Nos. 20/1-A-1, 20/A-1-2, 20/1-A-3, 20/1, 20/1-B, 20/1-C, 20/1-D, 20/1-G, 20/1-H, 20/1-I, 20/1-J, 20/1-K, 20/1-L, 20/1-M, 20/1-D-1, 20/1-D-2 and 20/1-M-2 of Village Bainguinim downloaded from the official website of the Directorate of Settlement and Land Records, Government of Goa: <http://dslr.goa.gov.in>);
- xxv. Deed of Partnership dated 16/9/1993 of M/s. Landmark Developments, between Mr. Raj Nanrani, member of R. F. Nanrani HUF, as the First Part, Mrs. Sangeeta Gupta, as the Second Part and Mr. Kunj Behari, as the third part and the Certificate pertaining to the LLP Identification No. BA-64328;
- xxvi. Deed of Retirement dated 1/08/2008 whereby one of the partners of the present owner, R. F. Nanrani HUF had retired from the partnership Firm, M/s Landmark Developments.
- xxvii. Deed of Partnership dated 14/08/2008, executed between Smt. Sangeeta Gupta, as the First Part, Shri. Kunj Behari, as the Second Part and M/s. Adhiraj Constructions Pvt. Ltd., as the Third Part and M/s. Sheshraj Investment & Trading Private Ltd. as the Fourth Part and M/s. Adhiraj Investments & Finance Pvt. Ltd., as the Fifth Part along with the Memorandum and Articles of Association of M/s. Adhiraj Constructions Pvt. Ltd., Sheshraj Investment & Trading Private Ltd. and M/s. Adhiraj Investments & Finance Pvt. Ltd and their respective Certificates of Incorporation;
- xxviii. Letter dated 30/03/2022 addressed by M/s. Landmark Developments to Raj Nanrani, member of R. F. Nanrani HUF in respect of its full and final settlement of its rights, title and interest as a partner of M/s. Landmark Developments along with;
- xxix. Records of the Special Civil Suit No. 44/2015/B which civil suit was filed in the Court of the Civil Judge, Senior Division at Mapusa, Goa, by one of the partners of the present owner,

Mr. Kunj Behari Gupta and M/s. Landmark Developments as the Plaintiffs against one Theodora Veronica alias Theodora Veronica Pinto and her children, (i) Diago V. Pinto along with his wife, Maria E. Pinto, (ii) Flavia Azavedo along with her husband, Luis Azavedo, (iii) Zena P. D'Souza along with her husband, Alan D. D'Souza, (iv) Theotimus A. Pinto (since deceased) represented by his heirs, Jason Pinto and Tricia Pinto and his wife, Juliet M. Pinto, (who are the Defendants Nos. 1 to 9) and the other defendants, M/s Viva Enterprises, Tousif Ahmed Momin, Bank of Maharashtra, Hafizullah Mujibullah Khan, Mohamed Iqbal Maqbool Khan, Mr. Sayyad Sayyadali alias Saiyed Ali, Rafiullah Mujibullah Khan, in respect of another property bearing Survey No. 86/5 of Village Sangolda, Bardez, which belongs to the ownership of M/s. Landmark Developments;

- xxx. Land Zoning Information bearing Ref No. TIS/1/2/ZON/2343/BAI/TCP-2022/1894 dated 6/09/2022 issued by the Deputy Town Planner, Office of the Town Planner, Town and Country Planning Department, Taluka Tiswadi, Panaji-Goa, the larger property (prior to its partition-bearing Survey No. 20/1-A of Village Bainguinim) (which includes the said plots);
- xxxi. Form IX entries pertaining to the Plots bearing Nos. 81, 144, 145, 108, 147, 150, 95, 96, 141, 134, 138, 94, 125, 124, 135, 136, 137, 146 and 151 (146 and 151 are presently surveyed under No. 20/1-A-1 of Village Bainguinim) and 29 to 42;
- xxxii. Survey Forms I & XIV (computerized) dated 21/07/2022, 04/08/2022 and 23/08/2022 of the said property wherein the name of M/s. Landmark Developments is duly found recorded in the column of "Occupant" of the said survey forms along with the Survey Plan of the said property;
- xxxiii. Title Report dated 22/02/2022 of Adv. M. N. Medhekar issued to M/s. Landmark Developments in respect of the larger property;
- xxxiv. Legal Scrutiny Report dated 14/06/1994 of Adv. Ulhas B. P. Raikar issued to M/s. Landmark Developments in respect of the larger property;
- xxxv. Copy of the public notice dated 12/08/2022 was issued in three local daily newspapers, namely, "The Navhind Times", "oHeraldo" and "Gomantak" all dated 12/08/2022 pertaining to the purchase of the said plots by our client, LODHA

- LANDBUILD INFRASTRUCTURE PRIVATE LIMITED, formerly known as Varpan Land Developers Private Limited) and  
xxxvi. Deed of Conveyance dated 12/09/2022 duly registered with the Sub-Registrar of Ilhas, Goa, under No. PNJ-1-2365-2022 recorded in Book 1 Document dated 13/09/2022.

**I HAVE CAREFULLY PERUSED THE DOCUMENTS FURNISHED FOR SCRUTINY AND OPINE AS UNDER:**

1. From the documents furnished for scrutiny, it appears that the said property earlier formed part of a larger property bearing the same survey no. as that of the said property, which larger property totally admeasured an area of 75,000 sq.mts..

The larger property (prior to its partition) is said to be bounded as follows:

North: By the public road;

South

& West: By the property bearing Survey No. 201/ of the same Village and

East: By the properties bearing Survey Nos. 19/1 and 19/2 of the same Village.

The aforesaid larger property which totally admeasured an area of 75,000 sq.mts. is hereinafter referred to as the "larger property".

2. The larger property presently stands surveyed under the following survey nos. of Village Bainguinim:

a. The said property bearing Survey No. 20/1-A of Village Bainguinim, totally admeasuring an area of 73,273 sq.mts.;

b. Survey No. 20/1-A-1 (Plots bearing Nos. 146 and 151 which have been amalgamated into one property), admeasuring an area of 492 sq.mts. (partitioned vide Order dated 12/04/2011 in Case No. LND/PART/146/2006) is recorded in the name of Gauresh Sancolcar alias Gauresh Govind Sancolcar and Bindiya Gauresh Sancolcar as "Occupants". The said entry is evident from the Survey Forms I & XIV (computerized) dated 21/07/2022 and 04/08/2022 of the said survey holding;

c. Survey No. 20/1-A-2, admeasuring an area of 675 sq.mts. (partitioned vide Order dated 7/06/2011 in Case No. LND/PART/292/2007) is recorded in the name of Douglas Xavier Afonso as "Occupant". The said entry is evident from the Survey Forms I & XIV (computerized) dated 21/07/2022 and 04/08/2022 of the said survey holding and

d. Survey No. 20/1-A-3, admeasuring an area of 560 sq.mts. (partitioned vide Order dated 30/09/2016 in Case No. LND/PART/151/2012) is recorded in the name of Florina Cristalina Pires Fernandes as "Occupant". The said entry is evident from the Survey Forms I & XIV (computerized) dated 21/07/2022 and 04/08/2022 of the said survey holding.

3. The larger property formed part of an entire property which entire property was surveyed under No. 20/1 of Village Bainguinim. The said entire property presently comprises of the following distinct properties:

Sr. No.	Survey No.	Total Area in sq.mts.
1	20/1	42,243
2	20/1-A (said property)	73,273
3	20/1-B	9,000

4	20/1-C	23,500
5	20/1-D	4,000
6	20/1-G	5,550
7	20/1-H	5,550
8	20/1-I	1,16,114
9	20/1-J	13,178
10	20/1-K	17,565
11	20/1-L	37,500
12	20/1-M	5,050
13	20/1-A-1	492
14	20/1-A-2	675
15	20/1-A-3	560
16	20/1-D-1	4,000
17	20/1-D-2	4,000
18	20/1-M-2	500
Aggregate Area		3,62,750

The aforesaid entire property totally admeasuring an area of 3,62,750 sq.mts. is hereinafter referred to as the "entire property". As per the manual (handwritten) Survey Form I & XIV of the entire property (prior to its partition into the aforesaid 18 sub-divisions), the total area of the entire property is found to be unclear (appears to be 3,52,450 sq.mts.).

4. The entire property in turn formed distinct half part of the whole property, which whole property was registered under the Description No. 17021 recorded at page no. 53 reverse of Book B-45(N) maintained in the Land Registration Office of Ilhas, Goa and enrolled in the Taluka Revenue Office of Ilhas, Goa, under Matriz Nos. 159 and 165.



The aforesaid whole property bearing Description No. 17021 is hereinafter referred to as the "whole property".

In the aforesaid Description Certificate, the whole property has been described as a "Hilly property Bonobo, situated in Monla of the Village Bainguinim and bounded as follows:

East: By the road which goes from the gate of the fortress Monta to the arch of Augustinho;

West

& North: By the property belonging to the Church of Our Lady of Santana and

South: By the border/wall.

5. Goa when it was under the Portuguese Regime, it was governed by a law called "Codigo de Registo Predial" (Law of Land Registration) which comprised of the following records:

A. **Description known as Descricoes:**

Under the said law, the property was described by way of boundaries which were identified by the names of the persons occupying such bounded properties or if it was surrounded by a natural boundary like a rivulet, river, hill, plateau, bund or by open sea, then by such landforms and water bodies. The said property was then allotted a description number and the same was recorded in the Land Registration Office of the Taluka where such property was located and the said details were recorded in a "Book of Land Description" known "Livro de Descricoes Predial" maintained in such offices, under a particular denomination as "Book-B", also having reference to the corresponding Inscription Number giving the details of the ownership over such property.

A Description Certificate was issued quoting the Description Number with respect to the property in question, giving the details of the boundaries of the said property.

B. **Inscription known as Inscriptcao :**

Under the said law, upon the acquisition of title over a land by a person (by way of sale, gift, will, succession, partition etc.), the said title came to be registered in the name of that person by way of inscription under a particular registration number corresponding to the Description Number with respect to the said land and the same was recorded in the Land Registration Office of the Taluka, where such property is located, in a Book of Land Inscription called as "Livro de Inscriptcao Predial"/ "Registo do Transmissao" maintained for such purposes and denominated as "Book-G". An Inscription Certificate was issued to the respective owner quoting the Inscription Number thus signifying that the land is now inscribed in the name of the respective owner. This signified conclusive proof of title and of possession in terms of Article 953 of the Portuguese Civil Code, 1867. The said provision is quoted below for your easy reference:

**Article 953** provides that "The inscription in the registration of a title of conveyance without condition precedent, involves, irrespective of any other formality, the transfer of possession in favour of a person in whose favour such inscription has been done."

The said inscription number varied each time, the acquisition of title over the land by a person changed.

Similarly for mortgages, there was a Book called as "Registo De Hypothecas" maintained in the Land Registration Offices, where in the Mortgage Inscription/Inscriptcoes Hypothecarias Certificates were issued to the mortgagee with respect to the hypothecated property.

C. **Revenue Record known as "Matriz":**

There existed another law called "Codigo Matriz Predial" which was a Land Revenue Law wherein the possessor/owner of the property had to pay tax with respect to the land occupied. Such tax was called as "Matriz Predial". A separate certificate was issued showing the payment of tax made by the party with respect to the property possessed by him and the said entry of payment was maintained in the Matriz Records of Land Revenue Office of the Taluka where such property was located. These records help to prove the possession of the person over the land. However, the said records bear no significance now, after the enactment of the Goa, Daman and Diu Land Revenue Code, 1968 wherein the survey entries were promulgated in the year, 1970, with respect to some Villages of the State of Goa.

6. **The Goa Land Revenue code, 1968**, is a comprehensive Legislation which provides for land survey, land classification, land revenue, land use, acquisition of rights, mutation of land records, etc.

Under Section 105 of the Goa Land Revenue Code, 1968, the Record of Rights provides for a presumption that the entries in the Survey Records are presumed to be true until the contrary is proved by way of evidence. Survey Records were promulgated only in the year, 1970 and the entries in the Survey Records show the lawful possession of the party over the land in question. The said Survey Form I & XIV (corresponding to 7/12 extract from the Land Register maintained by the Revenue Department of the Government of Maharashtra) consists of three following columns:

- A. Column of the Occupant (owner of the property).
- B. Column of tenants and



- C. Other Rights Column (names of caretakers, mundkars and watchmen) and
- D. Column of the Cultivator.

7. It appears that the survey under the Goa Land Revenue Code, 1968, came to be finalized/promulgated in respect of Village Bainguinim, on 25/02/1985 as per Annexure I at pages commencing from 617 under the Heading "Instructions for filling up of Form XIV (Crop Registration) (Primary Reporting System-Instructions issued by the Directorate of Planning, Statistics and Evaluation, Panaji in the year, 1985) of the Book "The Goa Land Revenue Code, 1968 (Act No. 9 of 1969) By N. D. Agarwal, Second Edition:2020.

8. From the documents furnished for scrutiny, it appears that the whole property originally belonged to Bernardo Jose Da Costa (hereinafter referred to as the said Bernardo").

It is represented to us that the whole property was originally surveyed under the Old Cadastral No. 41 of Village Bainguinim.

From the Registo de Agrimensur (Register of Old Cadastral Survey) of the whole property, it appears that the whole property totally admeasured an area of 7,30107 sq.mts. and belonged to said Bernardo, son of Antonio Francisco da Costa and that it was bounded as follows:

- North: By Village Ella and the pavement which leads from the New City of Goa to the Village of S. Anna;
- South: By the wall of the old fortress of Goa and the property bearing Old Cadastral No. 42 starting from the southeast by the property bearing Old Cadastral No. 42, Village Ella, pavement which

leads from the New City of Goa to the Village Ella and the wall of the old fortress of Goa;

East: By the property bearing Old Cadastral No. 42 and Village Ella;

West: By the aforesaid pavement and the wall of the old fortress of Goa.

9. Upon the death of said Bernardo, Orphanalógico/Orphanological Inventory Proceedings (when one of the interested parties is a minor) were instituted in the 1<sup>st</sup> Office of the Civil Court of the Judicial Division of Bardez, Goa, for the allotment of shares in his estate among his successors. In the said Inventory Proceedings, the whole property was allotted in equal shares to his two daughters one being Maria Ilda Amanda Bothelo De Costa alias Maria Ilda Amanda de Costa or Maria Ilda De Souza (hereinafter referred to as said Maria) and the other known by the name Jovina Da Costa (hereinafter referred to as said Jovina).

If one considers the total area of the whole property as stated in the Registo de Agrimensur which is 7,30107 sq.mts, half of the whole property would be 3,65,054 sq.mts.. Thus, the total area of the entire property should be around 3,65,054 sq.mts.. As per the calculations made in para (3) herein above, the total area of the entire property comprising of 18 sub-divisions as per the promulgated survey records under the Goa Land Revenue Code, 1968, is 3,62,750 sq.mts.. The said difference of around 2,304 sq.mts. can be overlooked as the records/plan of Village Bainguinim were not finalized as per the law then existing in force (the said endorsement is made on the Old Cadastral Plan and the Registo de Agrimensur of the whole property). However, the said documents can be relied upon for the limited purpose as to whether there is consistency in the title

flow of the entire property from the successors of Bernardo to the subsequent transferees. The said cadastral survey was repealed by the Goa Land Revenue Code, 1968.

It has been informed to us that the Auto de demarcacao (Record of Demarcation) is not available with respect to the whole property. As per the numerical index maintained for Village Bainguinim during the Portuguese regime in the State of Goa, the name of said Bernardo is found recorded as the occupant of the whole property.

10. Inventory Proceedings are a special mode prescribed for allotment of shares in the estate of a deceased Goan. The same were governed by the Portuguese Civil Procedure Code, 1867. The provision relating to the Inventory Proceedings under the Portuguese Civil Code, 1867 have now been repealed by the new enactment i.e. the Goa Succession, Special Notaries and Inventory Proceeding Act, 2012. The said Act is said to have come into force on the 90<sup>th</sup> day from the date of its publication in the Official Gazette. The said Act has been published in the Official Gazette, Government of Goa, Series I No. 25 dated 21<sup>st</sup> of September, 2016 vide Notification dated 7/18/2016-LA dated 22<sup>nd</sup> of September, 2016. Thus, the said Act has come into force on 21<sup>st</sup> of December, 2016.

The said Act has repealed certain provisions of the Portuguese Civil Code, 1867 (hereinafter referred to as the said Code) relating to Succession and Inventory Proceedings relating to the allotment of shares in the estate belonging to the deceased estate leaver among his/her heirs, which governed the State of Goa prior to the coming into force of the said Act. The provisions of the said Code relating to Marriage, Divorce, Law for the Protection of Children (Incapacity due to Minority to enter into contracts and the manner of making it good)



and Law relating to Usages and Customs are still applicable to the State of Goa.

11. There are different types of Inventory Proceedings as provided under Sections 366 to 372 of the New Act:

a. **Mandatory Inventory:** is instituted when a person dies leaving behind a surviving spouse or an heir one of whom is an interdict, absent person, unknown, minor. In such cases, family council is appointed in the interest of such persons;

b. **Optional Inventory:** Where the interested parties do not fall in any of the categories as mentioned in the case of Mandatory Inventory;

c. **Inventory upon divorce or separation or annulment of marriage:** After the divorce or separation of persons or annulment of marriage is decreed, the spouses shall partition their assets by instituting inventory proceeding which shall be miscellaneous proceeding appended to the suit for divorce, separation of persons or annulment;

d. **Inventory where a person dies after allotment in Inventory Proceeding which were finally disposed of :** Where, after the partition is effected in any inventory, any interested party dies leaving no assets other than those that have been allotted in the inventory, such inheritance shall be partitioned in the same inventory proceeding that was finally disposed;

e. **Inventory upon the death of the surviving spouse:** Where the inventory of a predeceased spouse is concluded, the inventory on the death of the surviving spouse shall be continued in the former inventory;



f. Additional partition: Where, after the conclusion of an inventory, it is found that some assets are left out, such omission per se is not a ground to set aside the partition. An Additional partition is effected of the assets left out in the same proceeding if the parties do not opt for partition by deed. In no other case, the inheritance shall be partitioned and

g. Inventory in the event of dissolution of joint family: When a joint family is dissolved, the estate may be partitioned by instituting inventory proceeding and the procedure hereafter provided shall be applicable.

12. The distinct half of the whole property is said to correspond to the entire property, which entire property is inscribed in the name of said Maria under the Inscription No. 24420 dated 29/04/1960 recorded at pages 31 to 31 reverse of Book G-38 maintained in the Land Registration Office of Ilhas, Goa.

13. The other distinct half of the whole property which was allotted to said Jovina was sold by her to Venkatesh Vishwanath Kamat alias VencTexa Visvonata Camotim (hereinafter referred to said Venkatesh), Anand Vishwanath Kamat alias Ananda or Ananta Visvonata Camotim (hereinafter referred to as said Anand) and Vassudev Vishwanath Kamat (hereinafter referred to as said Vassudev) by virtue of a Deed of Sale dated 01/01/1936 drawn by Socrates Da Costa, Notary Public of the Judicial Division of Ilhas, Goa, recorded at page 94 onwards of Book No. 306 maintained in the Office of the said Notary.

The aforesaid distinct half of the whole property which was sold to said Venkatesh, said Anand and said Vassudev, came to be inscribed in their name under the Inscription No. 10037 dated



17/01/1936 in the Land Registration Office of Ilhas, Goa, at page 69 of Book G-19 maintained in the said Office.

14. Thereafter, said Venkatesh, said Anand and said Vassudev sold distinct parts of the distinct half of the whole property belonging to them to the following persons:

a. 4/7<sup>th</sup> part of the 2/3<sup>rd</sup> part of the aforesaid distinct half of the whole property was sold by said Venkatesh and said Anand, both bachelors to one Rozario Souza by virtue of a Deed of Sale dated 20/10/1944 drawn by Socrates Da Costa, Notary Public of the Judicial Division of Ilhas, recorded at page 95 reverse of Book No. 381 maintained in the Office of the said Notary and inscribed in the name of said Rozario Souza under the Inscription No. 16325 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 138 of Book G-161 maintained in the said Office;

b. 4/7<sup>th</sup> part of the 2/3<sup>rd</sup> part of the aforesaid distinct half of the whole property was sold by said Venkatesh and said Anand, both bachelors to one Salvador Souza by virtue of a Deed of Sale dated 20/10/1944 drawn by Socrates Da Costa, Notary Public of the Judicial Division of Ilhas, recorded at page 95 reverse of Book No. 381 maintained in the Office of the said Notary and inscribed in the name of said Salvador Souza under the Inscription No. 16326 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 138 of Book G-28 maintained in the said Office;

c. 4/7<sup>th</sup> part of the 2/3<sup>rd</sup> part of the aforesaid distinct half of the whole property was sold by said Venkatesh and said Anand, both bachelors to one Goncalo Souza by virtue of a Deed of Sale dated 20/10/1944 drawn by Socrates Da Costa, Notary Public of the Judicial Division of Ilhas, recorded at page 95 reverse of Book No. 381 maintained in the Office of the said Notary and inscribed in the

name of said Goncalo Souza under the Inscription No. 16327 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 138 reverse of Book G-28 maintained in the said Office;

d. 4/7<sup>th</sup> part of the 2/3<sup>rd</sup> part of the aforesaid distinct half of the whole property was sold by said Venkatesh and said Anand, both bachelors to one Antonio Francisco Souza by virtue of a Deed of Sale dated 20/10/1944 drawn by Socrates Da Costa, Notary Public of the Judicial Division of Ilhas, recorded at page 95 reverse of Book No. 381 maintained in the Office of the said Notary and inscribed in the name of said Antonio Francisco Souza under the Inscription No. 16328 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 138 reverse of Book G-28 maintained in the said Office;

e. 4/7<sup>th</sup> part of the 2/3<sup>rd</sup> part of the aforesaid distinct half of the whole property was sold by said Venkatesh and said Anand, both bachelors to one Francisco Souza by virtue of a Deed of Sale dated 20/10/1944 drawn by Socrates Da Costa, Notary Public of the Judicial Division of Ilhas, recorded at page 95 reverse of Book No. 381 maintained in the Office of the said Notary and inscribed in the name of said Francisco Souza under the Inscription No. 16329 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 139 of Book G-28 maintained in the said Office;

f. 4/7<sup>th</sup> part of the 2/3<sup>rd</sup> part of the aforesaid distinct half of the whole property was sold by said Venkatesh and said Anand, both bachelors to one Simao Souza by virtue of a Deed of Sale dated 20/10/1944 drawn by Socrates Da Costa, Notary Public of the Judicial Division of Ilhas, recorded at page 95 reverse of Book No. 381 maintained in the Office of the said Notary and inscribed in the name of said Simao Souza under the Inscription No. 16330 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 139 of Book G-28 maintained in the said Office;



g. 4/7<sup>th</sup> part of the 2/3<sup>rd</sup> part of the aforesaid distinct half of the whole property was sold by said Venkatesh and said Anand, both bachelors to one Jose Caetano Souza by virtue of a Deed of Sale dated 20/10/1944 drawn by Socrates Da Costa, Notary Public of the Judicial Division of Ilhas, recorded at page 95 reverse of Book No. 381 maintained in the Office of the said Notary and inscribed in the name of said Jose Caetano Souza under the Inscription No. 16331 dated 7/02/1945 in the Land Registration Office of Ilhas, Goa, at page 139 and 139 reverse of Book G-28 maintained in the said Office;

15. The name of said Bernardo along with the names said Venkatesh, said Anand and said Vassudev are found enrolled in the Taluka Revenue Office of Ilhas, Goa, under Matriz Nos. 159 and 165 in respect of the whole property.

16. Said Maria was married to one Carmo Gregorio De Souza (hereinafter referred to as said Carmo) under the regime of the Communion of Assets prevailing in the State of Goa.

17. A Goan male, if married, under the regime of Communion of Assets prevailing in the State of Goa, each spouse under such marriage shall hold half undivided right in the estate jointly belonging to the married couple or individually belonging to them, as co-sharers, which means that neither of the spouses can alienate their half undivided share without the consent of another and any such alienation done is a nullity in the eyes of law.

**Article 1108 of the Portuguese Civil Code, 1867**, provides that where the marriage is contracted as per the law of the country, it shall be governed by the regime of the Communion between the spouses of all their properties, present and future, not excluded by law.

Further, the marriages which are governed by the regime of the Communion of Assets, the local laws impose certain restrictions on the disposal or alienation of the properties by one spouse without the consent of the other. The said provisions are explained below: The immovable properties whether common or exclusive of either spouse, shall not be alienated or charged in any manner without the consent and agreement of both. However, in case of dissent or unfounded opposition, the consent of the dissenting spouse can be made good by Order of the Court. The same is provided in Article 1119 of the Code, 1867. Such is the concept of Communion of Assets. Article 1191 states that the husband is not permitted to alienate the immovable properties without the consent of his wife. Further, as per Article 1766 of the Code, 1867, those married as per the custom of the country shall not under penalty of nullity, dispose of certain and specific properties of the couple, except if the said properties have been allotted to them in partition, or are not included in the communion, or if the disposition has been made by one of the spouses in favour of another, or if the other spouse has given consent by authentic form. Thus, in view of the aforesaid articles, there is complete bar for one spouse to dispose or alienate the properties without the consent of the other spouse. Any such transaction entered into by one spouse without the consent of the other spouse, is a nullity and will have no legal effect.


18. Thereafter, said Carmo and said Maria sold a distinct part of the entire property, admeasuring an area of 75,000 sq.mts. (referred to herein as the larger property) to Venceslau Jose Vitorino Gonsalves (hereinafter referred to as said Venceslau) vide a Deed of Sale and Mortgage dated 12/8/1976, duly registered under No. 773 at pages 151 to 160 of Book No. I, Volume No. 108 on 4/11/1976, before the Sub Registrar of Ilhas at Panaji, Goa.

The larger property has been described therein to be bounded as follows:

North: By the Village Boundary of Village Ella;  
South  
& West: By the remaining portion of the entire property  
and  
East: By part of the Village Boundary of Village Ella and  
the property belonging to one Verediana Matildes  
Delgado e Sa and others.

19. The aforesaid Deed of Sale dated 12/8/1976 was executed in pursuance of an Agreement which was entered into prior to the execution of the said Deed of Sale, on 22/03/1974, between the aforesaid parties. By virtue of the said Agreement, said Venceslau had already been handed over the possession of the larger property by said Carmo and said Maria.

20. By the aforesaid Deed of Sale and Mortgage dated 12/08/1976, said Venceslau had mortgaged the larger property to said Carmo and said Maira by way of a simple mortgage, as a security against the unpaid purchase price of Rs. 1,00,000/- out of the total consideration of Rs. 2,00,000/-. Upon payment of the said balance amount being the mortgage money, by said Venceslau to said Carmo and said Maria, said Carmo and said Maria released and relinquished all their rights in the larger property in favour of said Venceslau by way of a Deed of Release dated 10/10/1980 duly registered with the Sub-Registrar of Ilhas, Panaji, Goa under No 478 at pages 387 to 391 of Book No. 1, Volume No. 159 on 5/12/1981.

 21. In both the aforesaid Deeds dated 12/08/1976 and 10/10/1980, said Carmo and said Maria are represented by their

duly Constituted Attorney, Mr. Francisco Xavier De Souza, authorized vide a Special Power of Attorney dated 14/09/1974 executed before Adv. Yeshwant M. Dessai, Notary, Maharashtra State, Bombay.

22. In pursuance of the aforesaid acquisition of title to the larger property, the name of said Venceslau came to be mutated in the Column of Occupant of the entire property vide Order bearing No. LRC/Misc/328/86/4603 16/12/1987 passed by the Mamlatdar, Panaji-Ilhas, Goa, under Section 96 of the Goa Land Revenue Code, 1968. The name of said Venceslau is duly found recorded in the Column of Occupant of the manual (promulgated) Survey Form I & XIV of the entire property.

Thereafter, said Venceslau initiated partition proceedings under Section 61 of the Goa Land Revenue Code, 1968, for partitioning of the larger property from the entire property. The same came to be registered as Case No. LND/PART/51/90. Vide Order dated 21/4/1992 passed by the Deputy Collector, North Goa District, Panaji-Goa, the larger property was partitioned from the entire property and was allotted a separate Survey No. being No. 20/1-A.

23. Said Venceslau was married to Anan Alexandrinha Fernandes e Gonsalves (hereinafter referred to as said Anan) under the regime of the Communion of Assets.

24. Said Venceslau and said Anan entered into an Agreement for Development dated 8/08/1992 with M/s. Agrotek Enterprises, a partnership concern registered under the Indian Partnership Act, 1932, represented by its partner, Madhavi Sanjeev Pilgaonkar. The

said Agreement was executed before Adv. Ashok Mashelkar, Notary, Panaji, Goa.

Thereafter, since M/s. Agrotek Enterprises could not complete the development work of the larger property, vide Agreement of Assignment of Rights dated 10/05/1994, M/s. Agrotek Enterprises assigned all its rights, benefits, obligations and interest in the larger property in favour of M/s. Landmark Developments upon being paid an amount of Rs. 10,00,000/- as full and final settlement of their rights. Said Venceslau and said Anan were made the confirming parties to the said Agreement. The said Agreement was executed before Adv. Ulhas B. Pai. Raikar, Notary, Panaji-Goa, under Registration Serial No. 963/94.

25. Subsequently, said Venceslau and said Anan sold the larger property to M/s. Landmark Developments vide a Deed of Sale and Mortgage dated 16/05/1994 duly registered with the Sub-Registrar of Ilhas, Goa, under No. 1960/94 recorded at pages 260 to 463 of Book I, Volume No. 349, for a total consideration of Rs. 52,00,000/- (Rupees Fifty Two Thousand Only). M/s. Landmark Developments was represented therein by its partners, Mr. Kunj Behari Gupta and R. F. Nanigrani, Hindu Undivided Family, through its Karta, Mr. Raj Nanigrani. M/s. Agrotek Enterprises was made a Confirming Party to the said sale transaction and was represented by its partner, Madhavi Sanjeev Pilgaonkar.

Said Venceslau and said Anan, thereafter executed an Irrevocable Power of Attorney dated 16/05/1994 in favour of the partners of M/s. Landmark Developments, Kunj Behari Gupta and Mr. Raj Nanigrani, Karta of R. F. Nanigrani, Hindu Undivided Family, for the development of the larger property. The said power of attorney



is executed before Adv. Ulhas B. Pai Raikar, Notary Public, Panaji-Goa, bearing Registration Serial No. 764/95.

26. We have been furnished with a Deed of Partnership dated 16/9/1993 of M/s. Landmark Developments executed between Mr. Raj Nanigrani, member of R. F. Nanigrani HUF, as the First Part, Mrs. Sangeeta Gupta, as the Second Part and Mr. Kunj Behari Gupta, as the third part. The said partnership came into force from 16/09/1993 and the business of the said partnership firm is said to be that of the development of real estate, dealing in land, buildings or any rights therein, construction, brokerage and any other business as may be mutually agreed amongst the partners from time to time (Clause (4) of the said Deed of Partnership). Further Clause (15)(e) of the said Deed provides that no partner shall without the written consent of the other partners, **“Except in the course of the partnership business dispose of, pledge, sale, mortgage or otherwise transfer the partnership assets”**.

Vide the Deed of Retirement dated 14/08/2008, one of the partners of M/s. Landmark Developments, R. F. Nanigrani HUF had retired from the partnership Firm, M/s. Landmark Developments with effect from 14/08/2008. It has been mentioned in Clause (2) of the said Deed that the retiring partner shall be paid an amount of Rs. 15,00,00,000/- (Rupees Fifteen Crore Only) on its retirement in full and final settlement of its rights, title and interest as partner in the firm and that the said amount shall be paid within 12 months from the date of retiring, failing which an interest at the rate of 15% per annum shall be payable on the unpaid amount from the expiry of 12 months till the amount is full paid. Further in Clause (3) of the said Deed, it has been provided that on the payment of the said dues, the retiring partner would have no further claim or demand of



whatsoever nature on the assets of the firm or against the continuing partners.

We have been provided with a letter dated 30/03/2022 addressed by M/s. Landmark Developments to Raj Nangrani, member of R. F. Nangrani HUF stating that said R. F. Nangrani HUF has been paid the full and final settlement amount of Rs. 15,00,00,000/- (Rupees Fifteen Crore Only) in respect of its rights, title and interest as a partner of M/s. Landmark Developments within the period of 12 months from the date of its retirement. The receipt of the said payment has been duly acknowledged by Raj Nangrani, member of R. F. Nangrani HUF. In pursuance of the said payment, R. F. Nangrani HUF does not hold any claim or demand of whatsoever nature against M/s. Landmark Developments or on its assets or against its continuing partners.

27. Upon the retirement of one of partners, the aforesaid partnership was reconstituted on 14/08/2008 vide a Deed of Partnership dated 14/08/2008, executed between Smt. Sangeeta Gupta, as the First Part, Shri. Kunj Behari Gupta, as the Second Part and M/s. Adhiraj Constructions Pvt. Ltd., as the Third Part and M/s. Sheshraj Investment & Trading Private Ltd. as the Fourth Part and M/s. Adhiraj Investments & Finance Pvt. Ltd. as the Fifth Part. M/s. Adhiraj Constructions Pvt. Ltd., M/s. Sheshraj Investment & Trading Private Ltd. and M/s. Adhiraj Investments & Finance Pvt. Ltd. have been inducted as "Incoming Partners". of M/s. Landmark Developments. The business of M/s. Landmark Developments is the same as stated in the aforesaid Deed of Partnership dated 16/09/1993.

It has been mentioned in the aforesaid Deed dated 14/08/2008 that the Incoming Partners have been duly authorized



by their respective Memorandum of Association to carry on the business that of the partnership firm and also to join in the partnership firm as partner and that in pursuance of the said power, the said Incoming Partners have joined as partners in the aforesaid partnership firm (M/s. Landmark Developments).

The Board of Directors of M/s. Adhiraj Constructions Pvt. Ltd., has passed a Board Resolution dated 11/08/2008 wherein it has been decided that the said Company should join in the aforesaid partnership and has authorized one of its Director, Minal Gupta to represent the said Company in the said partnership and to execute the aforesaid Deed of Partnership dated 14/08/2008.

The Board of Directors of M/s. Sheshraj Investment & Trading Private Ltd., has passed a Board Resolution dated 11/08/2008 wherein it has been decided that the said Company should join in the aforesaid partnership and has authorized one of its Director, Brij Bushan Gupta to represent the said Company in the said partnership and to execute the aforesaid Deed of Partnership dated 14/08/2008.

The Board of Directors of M/s. Adhiraj Investments & Finance Pvt. Ltd., has passed a Board Resolution dated 9/08/2008 wherein it has been decided that the said Company should join in the aforesaid partnership and has authorized one of its Director, Minal Gupta to represent the said Company in the said partnership and to execute the aforesaid Deed of Partnership dated 14/08/2008.

Further Clause (16)(e) of the aforesaid said Deed dated 14/08/2008 provides that no partner shall without the written consent of the other partners, **"Except in the course of the partnership business dispose of, pledge, sale, mortgage or otherwise transfer the partnership assets"**.



28. M/s. Adhiraj Constructions Pvt. Ltd.. was incorporated on 5/03/1999 under the Indian Companies Act, 1956. The same is evident from the Certificate of Incorporation bearing No. 11-118665 dated 5/03/1999 issued by the Registrar of Companies, Maharashtra.

In the matter of purchase and sale of the larger property/said property/said plots, the relevant objects of the M/s. Adhiraj Constructions Pvt. Ltd.as stated in its Memorandum and Artilces of Association are quoted below for easy reference:

**“(A) MAIN OBJECTS OF THE COMPANY TO BE PERUSED BY THE COMPANY ON ITS INCORPORATION ARE:**

1. *To carry on business of buying, selling or otherwise dealing in land (leasehold or freehold) and buildings, flats, offices and other types of immoveable properties.*
2. *To amalgamate, enter into any partnership or partially amalgamate with or acquire interest in the business of any other company person or firm carrying on or engaged in, or about to carry on or engaged in any business or transaction included in the objects of the Company, or enter into any arrangement for sharing profits or for co-operation, or for limiting competition or for mutual assistance, with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or to acquire any property shares, debentures.*
9. *To amalgamate, enter into partnership or into any arrangement for, sharing profits union of interests, co-operation, joint venture or reciprocal concession, or for limiting competition with any individual, person or company having similar objects.*



**(B) OBJECTS INCIDENTAL OR ANCILLARY TO THE  
ATTAINMENT OF THE MAIN OBJECTS:**

22. *To purchase, hold, take on lease of exchange or mortgage and give on mortgage, hire or otherwise acquire and hold in any movable or immovable property including land, building houses, flats, bungalows, shops, offices, godowns, licences, any rights, interest and privileges therein or let them out on rent and or any manner."*

29. M/s. Adhiraj Investments & Finance Pvt. Ltd. was incorporated on 13/01/1992 under the Indian Companies Act, 1956. The same is evident from the Certificate of Incorporation bearing No. 11-64832 dated 13/01/1992 issued by the Registrar of Companies, Maharashtra, Mumbai. The name of M/s. Adhiraj Investments & Finance Pvt. Ltd. was changed to M/s. Adhiraj Ventures Pvt. Ltd. The said change of name is evident from the Certificate of Incorporation consequent upon change of name dated 25/11/2013 issued by the Registrar of Companies, Maharashtra, Mumbai. The said Company bears the Corporate Identity No. U74900MH1992PTC064832.

In the matter of purchase and sale of the larger property/said property/said plots, the relevant objects of the M/s. Adhiraj Investments & Finance Pvt. Ltd./ Adhiraj Ventures Pvt. Ltd. as stated in its Memorandum and Articles of Association are quoted below for easy reference:

**"A. MAIN OBJECTS OF THE COMPANY TO BE PERUSED BY  
THE COMPANY ON ITS INCORPORATION ARE:**



1. **To acquire, buy, purchase, lease, develop, renovate, improve, maintain, exchange or otherwise own property, estate, lands, buildings, hereditaments flats, garages, houses, halls, godowns, shops, warehouses, office premises, mills, factories, chawls, dwelling houses, residential accommodation, bridges or other immovable properties and to turn the same to account as may be expedient and in particular by laying out and preparing lands for building purposes and preparing building site by planting, paving, draining and cultivating lands by demolishing, constructing, reconstructing, altering, improving, furnishing, maintaining, administrating, equipping or subdividing properties by leasing or otherwise disposing off the same and to advance money and to enter into contracts and agreements of all lands with builders, tenants, occupiers, either in India to purchase, sell, deal inlands, estates, houses or other landed of any tenure whether freehold, leasehold or otherwise and to act as promoters, Organizers and Developers of land, estates, property, Co-op Housing Societies, Residential housing schemes, shopping centres, Commercial Complex, Farm Houses, Holiday Resorts, Hotels, Swimming Pools, Amusement Parlours parks and to deals with and improve such properties either as owner or as agents and to join with any other person, partnership firm or company in carrying the above objects.**

**B. OBJECTS INCIDENTAL OR ANCILLARY TO THE  
ATTAINMENT OF THE MAIN OBJECTS:**

28. **To sell, dispose, or transfer the business property and undertakings including grants, easements and other**



*rights of the company or any part thereof for any consideration which the company may deem fit to accept.*

34. ***To purchase, take on lease or in exchange, or hire or otherwise acquire any movable or immovable property, patents licence or rights or privileges which the Company may think necessary or convenient for the purpose of its business and particular and land, building, easements and stock-in trade.***

30. M/s. Sheshraj Investment & Trading Private Ltd. was incorporated on 13/01/1992 under the Indian Companies Act, 1956. The same is evident from the Certificate of Incorporation bearing No. 11-64831 dated 13/01/1992 issued by the Registrar of Companies, Maharashtra, Mumbai. The name of M/s. Sheshraj Investment & Trading Private Ltd. was changed to Sheshraj Ventures Pvt. Ltd. The said change of name is evident from the Certificate of Incorporation consequent upon change of name dated 25/11/2013 issued by the Registrar of Companies, Maharashtra, Mumbai. The said Company bears the Corporate Identity No. U74900MH1992PTC064831.

In the matter of purchase and sale of the larger property/said property/said plots, the relevant objects of the M/s. Sheshraj Investment & Trading Private Ltd./ Sheshraj Ventures Pvt. Ltd. as stated in its Memorandum and Articles of Association are quoted below for easy reference:

**“A. MAIN OBJECTS OF THE COMPANY TO BE PERUSED BY THE COMPANY ON ITS INCORPORATION ARE:**

2. ***To acquire, buy, purchase, lease, develop, renovate, improve, maintain, exchange or otherwise own***



*property, estate, lands, buildings, hereditaments flats, garages, houses, halls, godowns, shops, warehouses, office premises, mills, factories, chawls, dwelling houses, residential accommodation, bridges or other immovable properties and to turn the same to account as may be expedient and in particular by laying out and preparing lands for building purposes and preparing building site by planting, paving, draining and cultivating lands by demolishing, constructing, reconstructing, altering, improving, furnishing, maintaining, administrating, equipping or subdividing properties by leasing or otherwise disposing off the same and to advance money and to enter into contracts and agreements of all lands with builders, tenants, occupiers, either in India **to purchase, sell,, deal inlands, estates, houses or other landed** of any tenure whether freehold, leasehold or otherwise and to act as promoters, Organizers and Developers of land, estates, property, Co-op Housing Societies, Residential housing schemes, shopping centres, Commercial Complex, Farm Houses, Holiday Resorts, Hotels, Swimming Pools, Amusement Parlours parks and to deals with and improve such properties either as owner or as agents and to join with any other person, partnership firm or company in carrying the above objects.*

**B. OBJECTS INCIDENTAL OR ANCILLARY TO THE  
ATTAINMENT OF THE MAIN OBJECTS:**

28. *To sell, dispose, or transfer the business property and undertakings including grants, easements and other rights of the company or any part thereof for any consideration which the company may deem fit to accept.*

34. *To purchase, take on lease or in exchange, or hire or otherwise acquire any movable or immovable property, patents licence or rights or privileges which the Company may think necessary or convenient for the purpose of its business and particular and land, building, easements and stock-in trade."*

31. By virtue of the aforesaid Deed of Sale and Mortgage dated 16/05/1994, two distinct portions of the larger property, one designated as "Portion B" admeasuring an area of 10,000 sq.mts. and the other designated "Portion C" admeasuring an area of 15,000 sq.mts., were mortgaged by M/s. Landmark Developments, by way of simple mortgage, in favour of Said Venceslau and said Anan against the payment of the balance consideration of Rs. 45,00,000/- . The said two portions have collectively referred to as "Portion A" and described in the Schedule II in the said Deed of Sale and Mortgage dated 16/05/1994 as follows:

North: partly by the existing road of Village Ella and partly by the remaining portion of the larger property;

South: By the property bearing Survey No. 20/1 of the same Village;

East: partly by the property bearing Survey No. 19 of the same Village and partly by the remaining portion of the larger property and

West: By the property bearing Survey No. 20/1 of the same Village.





"Portion B" admeasuring an area of 10,000 sq.mts. is described in the Schedule III in the said Deed of Sale and Mortgage dated 16/05/1994 as follows:

- North: by the remaining portion of the larger property;
- South: By the property bearing Survey No. 20/1 of the same Village;
- East: by the property bearing Survey No. 19 of the same Village and
- West: By the remaining portion of the larger property.

"Portion C" admeasuring an area of 15,000 sq.mts. is described in the Schedule IV in the said Deed of Sale and Mortgage dated 16/05/1994 as follows:

- North: by Village Ella Road;
- South: By the property bearing Survey No. 20/1 of the same Village;
- East: partly by "Portion B" and partly by the remaining portion of the larger property and
- West: By the property bearing Survey No. 201/ of the same Village.

It had been agreed therein that upon payment of Rs. 17,50,000/- out of the aforesaid balance consideration of Rs. 45,00,000/-, the "Portion C" shall stand released in favour of M/s. Landmark Developments and upon payment of the remaining amount of Rs. 27,50,000/-, the "Portion B" shall stand released in favour of M/s. Landmark Developments.



32. Upon making payment of the aforesaid amount of Rs. 17,50,000/- by M/s. Landmark Developments to said Venceslau and said Anan, by virtue of the Deed of Partial Release dated 8/06/1995, said Venceslau and said Anan released and relinquished all their rights in "Portion B" in favour of M/s. Landmark Developments. The said Deed is said to be registered with the Sub-Registrar of Ilhas, Panaji-Goa, under No. 1029/95. M/s. Landmark Developments is represented herein by one of its partners, Mr. Kunj Behari Gupta and R. F. Nangrani, H. U. F. through its Karta, Shri Raj Nangrani.

Likewise, upon making payment of the aforesaid amount of Rs. 27,50,000/- by M/s. Landmark Developments to said Venceslau and said Anan, by virtue of the Deed of Release dated 11/06/1996, said Venceslau and said Anan released and relinquished all their rights in "Portion C" in favour of M/s. Landmark Developments. The said Deed is said to be registered with the Sub-Registrar of Ilhas, Panaji-Goa, under No. 1951 recorded at pages 424 to 444 of Book I, Volume No. 559. M/s. Landmark Developments is represented herein by one of its partners, Mr. Kunj Behari Gupta.

33. In pursuance of the aforesaid acquisition of title, the entry of M/s. Landmark Developments came to be duly recorded in the Column of "Occupant" of the manual (handwritten) Survey Form I & XIV of the larger property. As evident from the said Form, there are no entries pertaining to any tenancy or entries of any mundkar, caretaker and watchmen found recorded in respect of the larger property.

34. Subsequent to the purchase of the larger property, M/s. Landmark Developments for the purpose of development of the larger property by constructing roads, storm water drains etc. got approved

a scheme for sub-division of the said land into smaller plots for residential/commercial/institutional use known as "Esmeralda Greens".

The following permissions have been obtained by M/s. Landmark Developments for the purpose of development of the larger property:

- a. Vide Sanad bearing No. CNV/TIS/72/99 dated 4/04/2000 issued by the Office of the Deputy Collector, Government of Goa, permission has been granted for change of use of the larger property bearing Survey No. 20/1-A of Village Bainguinim, totally admeasuring an area of 75,000 sq.mts. from agricultural to residential use;
- b. The Town and Country Planning Department, North Goa District, vide its letter bearing No. TIS/1278/BAI-03/399 dated 13/05/2003 granted Final No Objection for sub-division of the said plots of the larger property and the amenities attached thereto, as per the plan furnished by M/s. Landmark Developments;
- c. Final Development Certificate bearing No. VP/SOG 67/15/2000-2004 issued by the Village Panchayat Se-Old-Goa, in pursuance of the aforesaid letter bearing No. TIS/1278/BAI-03/399 dated 13/05/2003 and
- d. Letter bearing No. MS/REV-PF/DCF/WP/2021-22/855 dated 8/12/2021 has been issued by the Forest Department certifying that the property bearing Survey No. 20/1-A of Village Bainguinim, admeasuring an area of 73,273 sq.mts. does not appear in the list of Private Forest.

35. We have been informed that there are 157 plots forming part of the aforesaid sub-division, wherein 150 plots are approved for



residential use, 5 plots are approved for commercial use, 1 plot (Plot No. 156) is approved for community centre and 1 plot (Plot No. 157) is approved for public utility. Out of said 157 sub-divided plots, 56 plots have been sold by M/s. Landmark Developments to third parties vide duly registered Deeds of Sale. We have been provided with the following duly registered Deeds of Sale with respect to 46 sold plots out of the aforesaid 156 plots, the details of which are provided below:

<b>Plot No./Nos.</b>	<b>Area in sq.mts.</b>	<b>Details of the Deed of Sale</b>	<b>Purchaser</b>
<b>142</b>	357	Date of Execution: 20/07/2005 Reg No.: 2693 Page Nos.: 582 to 608 Book No.: I Vol No.: 1530	Pradeep Mathew Poonnoose and Reena Mary George
<b>143</b>	365	Date of Reg: 27/07/2005	
<b>146</b>	246	Date of Execution: 29/5/2006 Reg No. : 1536 Page Nos.: 1 to 33 Book No.: I Vol No.: 1648	Vijayanath M. K.
<b>151</b>	246	Date of Reg: 2/06/2006	
<b>141</b>	381	Date of Execution: 26/9/2006 Reg No. : 2567 Page Nos.: 278 to 298 Book No.: I Vol No.: 1692 Date of Reg: 28/09/2006	Vardhan Masurkar
<b>108</b>	312	Date of Execution: 26/9/2006 Reg No. : 2566 Page Nos.: 255 to 277 Book No.: I Vol No.: 1692 Date of Reg: 28/09/2006	Soma Chandar Gawas

<b>135</b>	292	Date of Execution: 15/12/2006 Reg No.: 3326 Page Nos.: 163 to 186 Book No.: I Vol No.: 1730	Dwarkesh Vishnu Sawant
<b>136</b>	290	Date of Reg: 18/12/2006	
<b>134</b>	292	Date of Execution: 9/2/2007 Reg No. : 467 Page Nos.: 39 to 77 Book No.: I Vol No.: 1754 Date of Reg: 14/02/07	Bharti Vishal Sawant
<b>147</b>	249	Date of Execution: 9/2/2007 Reg No.: 466 Page Nos.: 10 to 38 Book No.: I Vol No.: 1754	Omu Mahadev Kunkolkar
<b>150</b>	249	Date of Reg: 14/02/2007	
<b>138</b>	310	Date of Execution: 19/4/2007 Reg No.: 1220 Page Nos.: 317 to 345 Book No.: I Vol No.: 1791 Date of Reg: 8/05/2007	Damodar Babulal Zaveri
<b>148</b>	280	Date of Execution: 9/05/2007 Reg No.: 1385 Page Nos.: 435 to 457 Book No.: I Vol No.: 1799	Douglas Xavier Alonso
<b>149</b>	395	Date of Reg: 22/05/2007	
<b>82</b>	280	Date of Execution: 15/6/2007 Reg No.: 1740 Page Nos.: 548 to 575 Book No.: I Vol No.: 1815	Florina Cristalina Pires Fernandes
<b>83</b>	280	Date of Reg: 20/06/07	
<b>95</b>	280	Date of Execution: 15/06/2007 Reg No.: 1739	Vincent Jose Romualdo

<b>96</b>	277	Page Nos.: 521 to 547 Book No.: I Vol No.: 1815 Date of Reg: 20/06/2007	Gomes and Maria Ernestina Rodrigues e Gomes.
<b>94</b>	280	Date of Execution: 6/09/2007 Reg No.: 2555 Page Nos.: 582 to 607 Book No.: I Vol No.: 1854 Date of Reg: 11/09/2007	Pankaj Damodhar Jhaveri.
<b>125</b>	292	Date of Execution: 12/12/2007 Reg No.: 3325 Page Nos.: 81 to 103 Book No.: I Vol No.: 1889 Date of Reg: 13/12/2007	Madhav Dattaray Bhide
<b>124</b>	292	Date of Execution: 12/12/2007 Reg No.: 3324 Page Nos.: 59 to 80 Book No.: I Vol No.: 1889 Date of Reg: 13/12/2007	Madhav Dattatray Bhide
<b>140</b>	332	Date of Execution: 4/01/2008 Reg No.: 71 Page Nos.: 542 to 565 Book No.: I Vol No.: 1898 Date of Reg: 7/01/2008	Louis Francis Silveira and Marietta Ivy Silveira
<b>137</b>	308	Date of Execution: 2/4/2008 Reg No.: 1134 Page Nos.: 105 to 123 Book No.: I Vol No. : 1944 Date of Reg: 3/04/2008	Manoj Manohar Naik
<b>144</b>	310	Date of Execution: 22/07/2009 Reg No.: 1852 Page Nos.: 364 to 403	Boaventura Ferrao

<b>145</b>	308	Book No.: I Vol No.: 2108 Date of Reg: 24/07/2009	
<b>29</b>	418	Date of Execution: 30/03/2016 Reg No.: PNJ-BK1-00792-2016	Prateek Menezes Memorial Foundation.
<b>30</b>	286	Book No.: I CD No. PNJD45	
<b>31</b>	286	Date of Reg: 7/04/2016	
<b>32</b>	286		
<b>33</b>	286		
<b>34</b>	286		
<b>35</b>	335		
<b>36</b>	335		
<b>37</b>	286		
<b>38</b>	286		
<b>39</b>	286		
<b>40</b>	286		
<b>41</b>	286		
<b>42</b>	300		
<b>139</b>	316	Date of Execution: 8/8/2008 Reg No.: 2436 Page Nos.: - 318 to 355. Book No.: I Vol No.: - 1995 Date of Reg: 11/08/2008	Niranjana Ramniklal Modha
<b>89</b>	278	Date of Execution: 13/7/2022 Reg No.: PNJ-1-1892-2022	Kshitij Shashikant

		Book No.: I Date of Reg: 13/7/2022	Colvalkar alias Colvalkar Kshitij
123	290	Date of Execution: 18/4/2011 Reg No.: PNJ-BK1-01035-2011 Book No.: I C D No. PNJDJ Date of Reg: 18/4/2011	Madhav Dattatray Bhide
107	314	Date of Execution: 15/6/2022 Reg No.: PNJ-1-1677-2022 Book No.: I Date of Reg: 21/06/2022	Sujata Soma Gawas
131	292	Date of Execution: 15/7/2022 Reg No.: PNJ-1-1911-2022 Page Nos.: - Book No.: I Vol No.: - Date of Reg: 15/7/2022	Uday Mahadev Paranjape and Pramilla Uday Paranjape.
85	280	Date of Execution: 24/08/2022 Reg No. : PNJ-1-2264-2022 Book No. I Date of Reg: 25/08/2022	Aruna Rajan Naik and Rajan Janu Naik.
133	290	Date of Execution: 18/08/2022 Reg No. : PNJ-1-2253-2022 Book No. I Date of Reg: 25/08/2022	Vishal Sawant

**Note:** We have not been furnished with the remaining 10 sold out plots by M/s. Landmark Developments to third parties. Kindly provide the same.

36. The following Nil Encumbrance Certificates issued by the Civil Registrar cum Sub-Registrar, Tiswadi, Goa, have been provided with respect to the 95 plots included in the said plots, certifying that there are no encumbrances affecting the said 95 plots for the following



period as per the searches made in Book 1 and in the indexes relating thereto:

Plot No.	Details of the Nil Encumbrance Certificate with respect to the concerned plot.	Period during which no encumbrances are recorded in respect of the concerned plot.	
3	No. 1646 dated 12/11/2018	15 yrs. (1/01/2003 to 1/01/2018).	
4	No. 1647 dated 12/11/2018		
5	No. 1648 dated 12/11/2018		
6	No. 1649 dated 12/11/2018		
7	No. 1650 dated 12/11/2018		
8	No. 1645 dated 12/11/2018		
9	No. 1644 dated 12/11/2018		
10	No. 1643 dated 12/11/2018		
11	No. 1642 dated 12/11/2018		
12	No. 1641 dated 12/11/2018		
13	No. 1640 dated 12/11/2018		
14	No. 1639 dated 12/11/2018		
15	No. 1638 dated 12/11/2018		
16	No. 1637 dated 12/11/2018		
17	No. 1636 dated 12/11/2018		
18	No. 1635 dated 12/11/2018		
19	No. 1619 dated 12/11/2018		15 yrs, 9 months (1/01/2003 to 24/09/2018)
20	No. 1618 dated 12/11/2018		
21	No. 1616 dated 12/11/2018		
22	No. 1617 dated 12/11/2018		
23	No. 1615 dated 12/11/2018		
24	No. 1614 dated 12/11/2018		
25	No. 1613 dated 12/11/2018		
26	No. 1612 dated 12/11/2018		
27	No. 1611 dated 12/11/2018		
28	No. 1610 dated 12/11/2018		
47	No. 1605 dated 12/11/2018		
48	No. 1597 dated 12/11/2018		
49	No. 1598 dated 12/11/2018		
50	No. 1599 dated 12/11/2018		

51	No. 1600 dated 12/11/2018	
52	No. 1601 dated 12/11/2018	
53	No. 1602 dated 12/11/2018	
54	No. 1603 dated 12/11/2018	
55	No. 1604 dated 12/11/2018	
56	No. 1634 dated 12/11/2018	
57	No. 1633 dated 12/11/2018	
58	No. 1632 dated 12/11/2018	
59	No. 1631 dated 12/11/2018	
60	No. 1630 dated 12/11/2018	
61	No. 1629 dated 12/11/2018	
64	No. 1626 dated 12/11/2018	
65	No. 1625 dated 12/11/2018	
66	No. 1624 dated 12/11/2018	
67	No. 1623 dated 12/11/2018	
68	No. 1622 dated 12/11/2018	
69	No. 1621 dated 12/11/2018	
70	No. 1620 dated 12/11/2018	
71	No. 1652 dated 13/11/2018	
72	No. 1653 dated 13/11/2018	
73	No. 1654 dated 13/11/2018	
74	No. 1655 dated 13/11/2018	
75	No. 1656 dated 13/11/2018	
76	No. 1657 dated 13/11/2018	15 yrs, (1/01/2003 to
77	No. 1658 dated 13/11/2018	1/01/2018)
78	No. 1659 dated 13/11/2018	
79	No. 1660 dated 13/11/2018	
80	No. 1661 dated 13/11/2018	
87	No. 1665 dated 13/11/2018	
88	No. 1666 dated 13/11/2018	
90	No. 1668 dated 13/11/2018	
91	No. 1669 dated 13/11/2018	
92	No. 1670 dated 13/11/2018	
93	No. 1671 dated 13/11/2018	
97	No. 1672 dated 13/11/2018	
98	No. 1673 dated 13/11/2018	
99	No. 1674 dated 13/11/2018	

100	No. 1675 dated 13/11/2018
101	No. 1676 dated 13/11/2018
102	No. 1677 dated 13/11/2018
103	No. 1678 dated 13/11/2018
104	No. 1679 dated 13/11/2018
105	No. 1680 dated 13/11/2018
109	No. 1683 dated 13/11/2018
110	No. 1684 dated 13/11/2018
111	No. 1685 dated 13/11/2018
112	No. 1708 dated 13/11/2018
113	No. 1707 dated 13/11/2018
114	No. 1706 dated 13/11/2018
115	No. 1705 dated 13/11/2018
116	No. 1704 dated 13/11/2018
117	No. 1703 dated 13/11/2018
118	No. 1702 dated 13/11/2018
119	No. 1701 dated 13/11/2018
120	No. 1700 dated 13/11/2018
121	No. 1699 dated 13/11/2018
122	No. 1698 dated 13/11/2018
126	No. 1697 dated 13/11/2018
127	No. 1696 dated 13/11/2018
128	No. 1695 dated 13/11/2018
129	No. 1694 dated 13/11/2018
130	No. 1693 dated 13/11/2018
132	No. 1691 dated 13/11/2018
152	No. 1689 dated 13/11/2018
153	No. 1688 dated 13/11/2018

37. The following recent Nil Encumbrance Certificates issued by the Civil Registrar cum Sub-Registrar, Tiswadi, Goa, have been provided with respect to the following 96 plots among the said plots, certifying that there are no encumbrances affecting the said 96 plots for a period of 4 years 7 months commencing from 1/01/2018 till

31/07/2022 as per the searches made in Book 1 and in the indexes relating thereto:

<b>Plot No.</b>	<b>Details of the Nil Encumbrance Certificate with respect to the concerned plot.</b>
3	No. 1039 dated 3/08/2022
4	No. 1040 dated 3/08/2022
5	No. 1041 dated 3/08/2022
6	No. 1042 dated 3/08/2022
7	No. 1043 dated 3/08/2022
8	No. 1044 dated 3/08/2022
9	No. 1045 dated 3/08/2022
10	No. 1046 dated 3/08/2022
11	No. 1063 dated 5/08/2022
12	No. 1064 dated 5/08/2022
13	No. 1065 dated 5/08/2022
14	No. 1066 dated 5/08/2022
15	No. 1067 dated 5/08/2022
16	No. 1068 dated 5/08/2022
17	No. 1069 dated 5/08/2022
18	No. 1070 dated 5/08/2022
19	No. 1071 dated 5/08/2022
20	No. 1072 dated 5/08/2022
21	No. 1084 dated 12/08/2022
22	No. 1085 dated 12/08/2022
23	No. 1022 dated 2/08/2022
24	No. 1023 dated 2/08/2022
25	No. 1024 dated 2/08/2022
26	No. 1025 dated 2/08/2022
27	No. 1026 dated 2/08/2022
28	No. 1027 dated 2/08/2022
47	No. 1029 dated 2/08/2022
48	No. 1030 dated 2/08/2022
49	No. 1031 dated 2/08/2022
50	No. 1086 dated 12/08/2022
51	No. 1087 dated 12/08/2022
52	No. 1088 dated 12/08/2022

53	No. 1089 dated 12/08/2022
54	No. 1090 dated 12/08/2022
55	No. 1091 dated 12/08/2022
56	No. 1092 dated 12/08/2022
57	No. 1093 dated 12/08/2022
58	No. 1107 dated 16/08/2022
59	No. 1108 dated 16/08/2022
60	No. 1109 dated 16/08/2022
61	No. 1110 dated 16/08/2022
64	No. 1113 dated 16/08/2022
65	No. 1114 dated 16/08/2022
66	No. 1115 dated 16/08/2022
67	No. 1116 dated 16/08/2022
68	No. 1150 dated 19/08/2022
69	No. 1151 dated 19/08/2022
70	No. 1152 dated 19/08/2022
71	No. 1153 dated 19/08/2022
72	No. 1154 dated 19/08/2022
73	No. 1155 dated 19/08/2022
74	No. 1156 dated 19/08/2022
75	No. 1157 dated 19/08/2022
76	No. 1158 dated 19/08/2022
77	No. 1159 dated 19/08/2022
78	No. 1168 dated 22/08/2022
79	No. 1169 dated 22/08/2022
80	No. 1170 dated 22/08/2022
87	No. 1171 dated 22/08/2022
88	No. 1172 dated 22/08/2022
90	No. 1173 dated 22/08/2022
91	No. 1174 dated 22/08/2022
92	No. 1175 dated 22/08/2022
93	No. 1176 dated 22/08/2022
97	No. 1177 dated 22/08/2022
98	No. 1184 dated 24/08/2022
99	No. 1185 dated 24/08/2022
100	No. 1186 dated 24/08/2022
101	No. 1187 dated 24/08/2022

102	No. 1188 dated 24/08/2022
103	No. 1189 dated 24/08/2022
104	No. 1190 dated 24/08/2022
105	No. 1191 dated 24/08/2022
109	No. 1193 dated 24/08/2022
110	No. 1226 dated 26/08/2022
111	No. 1227 dated 26/08/2022
112	No. 1228 dated 26/08/2022
113	No. 1229 dated 26/08/2022
114	No. 1230 dated 26/08/2022
115	No. 1231 dated 26/08/2022
116	No. 1232 dated 26/08/2022
117	No. 1233 dated 26/08/2022
118	No. 1234 dated 26/08/2022
119	No. 1235 dated 26/08/2022
120	No. 1236 dated 26/08/2022
121	No. 1237 dated 26/08/2022
126	No. 1251 dated 29/08/2022
127	No. 1252 dated 29/08/2022
128	No. 1253 dated 29/08/2022
129	No. 1254 dated 29/08/2022
130	No. 1255 dated 29/08/2022
132	No. 1256 dated 29/08/2022
152	No. 1257 dated 29/08/2022
153	No. 1258 dated 29/08/2022
156 (Community Centre)	No. 1261 dated 29/08/2022

We have been furnished with the Nil Encumbrance Certificate bearing No. 1380 dated 26/09/2022 issued by the Civil Registrar cum Sub-Registrar, Tiswadi, Goa, certifying that there are no encumbrances affecting the Plot No. 122 forming part of the said plots, for a period of 4 years 9 months commencing from 1/01/2018 till 23/09/2022 as per the searches made in Book 1 and in the indexes relating thereto.



38. We have been provided with the records of the Special Civil Suit No. 44/2015/B which civil suit was filed in the Court of the Civil Judge, Senior Division at Mapusa, Goa, by one of the partners of the present owner, Mr. Kunj Behari Gupta and M/s. Landmark Developments as the Plaintiffs against one Theodora Veronica alias Theodora Veronica Pinto and her children, (i) Diago V. Pinto along with his wife, Maria E. Pinto, (ii) Flavia Azavedo along with her husband, Luis Azavedo, (iii) Zena P. D'Souza along with her husband, Alan D. D'Souza, (iv) Theotimus A. Pinto (since deceased) represented by his heirs, Jason Pinto and Tricia Pinto and his wife, Juliet M. Pinto, (who are the Defendants Nos. 1 to 9) and the other defendants, M/s Viva Enterprises, Tousif Ahmed Momin, Bank of Maharashtra, Hafizullah Mujibullah Khan, Mohamed Iqbal Maqbool Khan, Mr. Sayyad Sayyadali alias Saiyed Ali, Rafiullah Mujibullah Khan.

The subject matter of the suit was an immovable property known by the names "Bela Vista Vaddo" or "Gaicho Golo", totally admeasuring an area of 1,125 sq.mts., enrolled in the Taluka Revenue Office of Bardez, Goa, under the Matriz No. 1529, situated in the Village of Sangolda, Taluka Bardez, District of North-Goa, State of Goa, bearing Survey No. 86/5 of Village Sangolda (hereinafter referred to as the suit property). The suit property was purchased by M/s. Landmark Developments from its erstwhile owners, Theodora Veronica alias Theodora Veronica Pinto and her husband, Domingos Xavier Da Santa Cruz, vide a Deed of Sale dated 17/09/1993 duly registered with Sub-Registrar of Bardez, Mapusa-Goa, under No. 251 of Book No. I, Volume No. 229 dated 25/03/1994.

Though, said Theodora and said Domingos had sold the suit property to M/s. Landmark Developments vide the said duly registered Deed of Sale dated 17/09/1993, said Theodora and her

aforementioned children, thereafter, illegally and fraudulently sold the suit property to Tousif Ahmed Momin (Defendant No. 11) vide a Deed of Sale dated 1/1/2011 duly registered with the Sub-Registrar of Bardez, Mapusa-Goa, under No. BRZ-BK1-00016-2011 recorded in Book 1, CD No. BRZD112 dated 03/01/2011. The Defendant No. 11 had stood as a guarantor for M/s Viva Enterprises (Defendant No. 10) which defendant had obtained a loan of Rs. 3,50,00,000/- from the Bank of Maharashtra (Defendant No. 12) and since the Defendant No. 10 had defaulted in repayment of the said loan, the Defendant No. 12 proceeded under SARFAESI (Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest) Act, 2002 for attachment of the suit property which was represented to be the only asset of the Defendant No. 11 on the basis of the said fraudulent sale transaction dated 1/1/2011. Thereafter, the Defendant No. 12 conducted an auction of the suit property which was allotted to the successful bidders, Hafizullah Mujibullah Khan, Mohamed Iqbal Maqbool Khan, Mr. Sayyad Sayyadali alias Saiyed Ali, Rafiullah Mujibullah Khan (the Defendants at Serial Nos. 13 to 16). The Defendant No. 12 issued a sale certificate dated 10/04/2014 to the said defendants. The said sale certificate has been duly registered with the Sub-Registrar of Bardez, Mapusa-Goa, under No. BRZ-BK1-01842-2014, CD No. BRZD666 dated 28/04/2014.

Hence, the Plaintiffs filed the aforesaid suit seeking the declaration that the aforesaid Deeds of Sale dated 1/01/2011 and the sale certificate dated 10/04/2014 be declared as illegal and void-ab-initio and liable to be cancelled from the records of registration and for a permanent injunction restraining the Defendants at serial Nos. 13 to 16 from carrying out any construction in the suit property and restraining all the Defendants from interfering with M/s. Landmark Developments' possession of the suit property.



The Defendants at Serial Nos. 12 to 16 filed an application under Order 7, Rule 11 of the Civil Procedure Code, 1908, for rejection of the plaint on the ground that the same is barred by law as M/s. Landmark Developments has to approach the Debt Recovery Tribunal or the Appellate Tribunal against the actions of the Defendant No. 12. The jurisdiction of the Civil Court is clearly barred by Sections 34 and 35 of the SARFAESI Act. The said application was allowed by the Civil Court vide its Order dated 11/02/2019 as consequence of which the suit of the Plaintiffs was dismissed. The said Order dated 11/02/2019 has been challenged in the Hon'ble High Court of Bombay at Goa, in appeal bearing First Appeal No. 62/2019 which has been admitted on 16/07/2019 and is pending final disposal.

The subject matter of the aforesaid suit is an immovable property bearing Survey No. 86/5 of Village Sangolda and not the said property.

The aforesaid records have been furnished for scrutiny to us in the matter of litigation search conducted by our client.

39. The name of M/s. Landmark Developments is duly found recorded in the column of "Occupant" of the Survey Forms I & XIV (computerized) dated 21/07/2022, 04/08/2022 and 23/08/2022 of the said property. As evident from the said forms, there are no tenancy and other rights found recorded with respect to the said property. There are following entries found recorded in the Column of Occupant along with the entry of M/s. Landmark Developments:

- a) Soma Chandro Gawas (Plot No. 108)
- b) Omu Mahadev Kunkolkar (Plot Nos. 147 and 150)
- c) Maria Ernestina Rodrigues E Gomes (Plot Nos. 95 and 96)
- d) Vincente Jose Romualdo Gomes (Plot Nos. 95 and 96)
- e) Vardhan G. Masurkar (Plot No. 141)

- f) Bharati Vishal Sawant (Plot No. 134)
- g) Damodar Babulal Zaveri (Plot No. 138)
- h) Pankaj Damodar Jhaveri (Plot No. 94)
- i) Madhav Dattatray Bhide (Plot No. 125)
- j) Madhav Dattatray Bhide (Plot No. 124)
- k) Dwarkesh Vishnu Sawant (Plot Nos. 135 and 136)
- l) Manoj Manohar Naik (Plot No. 137)
- m) Prateek Menezes Memorial Foundation (Plot Nos. 29 to 42)

There are additional entries found recorded in the aforesaid survey forms, of one Coimbatore Sreenivasan Krishnamurthy (C.S.Krishnamurthy), one Rajesh Chunilal Thakkar and Kirit Prakash Ladahni as "Occupants" of the said property. The said entry of said Coimbatore Sreenivasan Krishnamurthy has been made in pursuance of the purchase of the Plot bearing No. 81 admeasuring an area of 277 sq.mts. (among the sold out plots of the said property) by said Coimbatore Sreenivasan Krishnamurthy from one Edwien Anthony Cassiano Mucal Seby Colaco vide a Deed of Sale dated 15/07/2010 duly registered with the Sub-Registrar of Ilhas, Panaji, Goa, under No. PNJ-BK1-02098-2010 recorded in Book I Document dated 15/07/2010. Said Edwien Anthony Cassiano Mucal Seby Colaco had indeed purchased the said plot vide a Deed of Sale dated 23/06/2010 duly registered with the Sub-Registrar of Ilhas, Panaji-Goa, recorded at pages 19 to 33 of Book No. 1, Volume No. 2241 dated 23/06/2010 (could have purchased from M/s. Landmark Developments). The same is evident from Form IX pertaining to the Plot bearing Nos. 81, furnished for scrutiny.

Similarly, said Rajesh Chunilal Thakkar has purchased the Plot bearing No. 145 (as mentioned in para 28 hereinabove) admeasuring an area of 308 sq.mts. (among the sold out plots of the said property) from Boaventura Ferrao (who had purchased the same from M/s. Landmark Developments) vide a Deed of Sale dated 6/08/2010 duly registered with the Sub-Registrar of Ilhas, Panaji-Goa, under No. PNJ-BK1-02338-2010 recorded in Book I Document,

CD No. PNJD1 dated 6/08/2010. The same is evident from Form IX pertaining to the said plot, furnished for scrutiny.

Likewise, said Kirit Prakash Ladhani has purchased the Plot bearing No. 144 (as mentioned in para 28 hereinabove) admeasuring an area of 310 sq.mts. (among the sold out plots of the said property) from Boaventura Ferrao (who had purchased the same from M/s. Landmark Developments) vide a Deed of Sale dated 6/08/2010 duly registered with the Sub-Registrar of Ilhas, Panaji-Goa, under No. PNJ-BK1-02337-2010 recorded in Book I Document, CD No. PNJD1 dated 6/08/2010. The same is evident from Form IX pertaining to the said plot, furnished for scrutiny.

40. As per the Land Zoning Information bearing Ref No. TIS/1/2/ZON/2343/BAI/TCP-2022/1894 dated 6/09/2022 issued by the Deputy Town Planner, Office of the Town Planner, Town and Country Planning Department, Taluka Tiswadi, Panaji-Goa, the larger property (prior to its partition- bearing Survey No. 20/1-A of Village Bainguinim) {which includes the said plots}, has been earmarked as "Settlement Zone with FAR 80". The said zoning information is stated to be valid for three years or till the Regional Plan for Goa, 2021, is in force, whichever is earlier from the date of issue of this land zoning information.

41. A public notice dated 12/08/2022 was issued in three local daily newspapers, namely, "The Navhind Times", "oHeraldo" and "Gomantak" all dated 12/08/2022 pertaining to the purchase of the said plots by our client, LODHA LANDBUILD INFRASTRUCTURE PRIVATE LIMITED, formerly known as Varpan Land Developers Private Limited, wherein a period of fifteen days was scheduled for receiving objections from the interested parties, if any, to the said purchase. No such objections have been received by the Advocate

representing the present owner in response to the said purchase within the said period of fifteen days which expired on 27/08/2022 or even till today.

42. Vide Deed of Conveyance dated 12/09/2022 duly registered with the Sub-Registrar of Ilhas, Goa, under No. PNJ-1-2365-2022 recorded in Book 1 Document dated 13/09/2022, M/s. Landmark Developments, sold the said plots to the present owner.

M/s. Landmark Developments in the aforesaid sale transaction, is represented by its following partners:

- a. Mrs. Sanjita Gupta;
- b. Mr. Kunj Behari Gupta;
- c. M/s. Adhiraj Constructions Pvt. Ltd.,
- d. M/s. Sheshraj Investment & Trading Private Ltd. and
- e. M/s. Adhiraj Ventures Pvt. Ltd.

All the aforesaid three companies represented by their, authorized signatory, Mr. Kunj Behari Gupta in pursuance of the Letter of Authority dated 5/09/2022 and the Power of Attorney dated 28/04/2022 registered with the Sub-Registrar of Assurances under Registration Serial No. 7033 of 2022.

The present owner is represented therein by its duly authorized signatory, Shri. Deependra Gupta, authorized vide the Board Resolution dated 12/07/2022.

43. In addition to the said plots, vide the aforementioned Deed of Conveyance dated 12/09/2022, the present owner has purchased a portion of land admeasuring 973 sq.mts. forming part of the said property, which portion has been stated to be earmarked for road widening. The said area of 973 sq.mts. is subject to the proposed land acquisition by the Government of Goa, for public purpose,



under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

44. Kindly note that with respect to the earmarked areas namely, community centre (Plot No. 156) admeasuring 1,717 square metres, public utility area (Plot No. 157) admeasuring 225 square metres, open space area admeasuring 11,112 square metres and the internal roads admeasuring 13,500 square metres, forming part of the said plots shall be held by the present owner as a trustee of the plot owners as mentioned in para (35) hereinabove and the "would be" plot owners of the 95 plots which form subject matter of this Opinion, until a co-operative society or legal entity is formed of all the plots owners including the plot owners as mentioned in para no. (35) hereinabove and the "would be" plot owners of the 95 plots which form subject matter of this Opinion.

In my opinion, reserving any site for any street, open space, park, school etc. in a layout plan is normally for a public purpose as it is inherent in such reservation that it shall be used by the public in general. The effect of such reservation is that the owner ceases to be a legal owner of the land in dispute and he holds the land for the benefit of the society or the public in general. It may result in creating an obligation in nature of trust and may preclude the owner from transferring or selling his interest in it. The interest which is left in the owner is a residuary interest which may be nothing more than a right to hold this land in trust for the specific purpose specified by the coloniser in the sanctioned layout plan. The owner holds the said open space as a custodian of public interest to manage it in the interest of the society in general.

In view of the above, the present owner shall hold the earmarked areas forming part of the said plots as merely a custodian of all the plot owners of the said property including those mentioned

in para (35) hereinabove or shall hold the same in trust for the specific purpose specified in the sanctioned layout plan and shall be entitled to use it only for the specific purpose as mentioned in the sanctioned layout plan and shall have to maintain the said earmarked areas as per the sanctioned layout plan.

**CONCLUSION:** In view of the aforesaid observations, it can be safely concluded that the present owner has a clear, legal and marketable title to the aforesaid 95 plots forming part of the said plots subject to the requirements raised in the form of "Note" in para (35) hereinabove and holds the earmarked areas forming part of the said plots as a custodian or trustee of all the plots owners including the plots owners as mentioned in para no. (35) hereinabove and the "would be" plot owners of the 95 plots which form subject matter of this Opinion in view of the observations made in para (44) hereinabove. The acquisition of the area of 973 sq.mts. under road widening by the present owner, is subject to the observations made in para (43) hereinabove.

  
**SUDIN M. S. USGAONKAR**

*Vinita Palyekar*

Advocate

27/09/2022

To,  
LODHA LANDBUILD INFRASTRUCTURE PVT. LTD.  
(Formerly known as Varpan Land Developers Private Limited),  
Having its registered office at 3<sup>rd</sup>, Floor, Lodha Excelus,  
Apollo Mills Compound, N M Joshi Marg, Mahalaxmi, Mumbai-  
400011, represented by its Authorized Signatory,  
Shri. Deependra Gupta.

Respected Sir,

This is to inform you that no objections were received by our office in response to the public notice dated 12/08/2022 issued in three local daily newspapers, namely, "The Navhind Times", "oHeraldo" and "Gomantak" all dated 12/08/2022 pertaining to the purchase by our client, LODHA LANDBUILD INFRASTRUCTURE PRIVATE LIMITED (Formerly known as Varpan Land Developers Private Limited), of the 94 distinct plots bearing Nos. 3 to 28, 47 to 61, 64 to 80, 87, 88, 90 to 93, 97 to 105, 109 to 122, 126 to 130, 132, 152 and 153 collectively admeasuring an area of 28,651 sq.mts. and the other earmarked areas namely, community centre (Plot No. 156) admeasuring 1,717 square metres, public utility area (Plot No. 157) admeasuring 225 square metres, open space area admeasuring 11,112 square metres and the internal roads admeasuring 13,500 square metres, thus aggregating to an area admeasuring 55,205 square metres (collectively referred to as the "**said plots**"), all forming part of an immovable property known as "**PREDIO OITERAL BONOBO**" or "**BANDLO**" or "**BONDBO**", totally admeasuring an area of 73,273 sq.mts., surveyed under No. 20/1-A of Village Bainguinim, situated in the Village of Bainguinim, Taluka and Registration Sub-District of Tiswadi, District of North-Goa, State of Goa, wherein a period of 15 days was scheduled for receiving objections from the interested parties, if any, to the said purchase. The said period of 15 days expired on 27/08/2022 and even thereafter, no such objections were received by our office till today.



**VINITA V. PALYEKAR**