

**TITLE REPORT**

To,  
**KIBANA HOMES AND VILLAS,**  
Having Office at 49/23, First Floor,  
East Patel Nagar,  
New Delhi, 110008

- I. I have perused the photocopies of the following documents:
- a) Survey Records Form I & XIV bearing Survey No. 293/1 of Village Anjuna, Bardez - Goa.
  - b) Registo Do Agrimensor
  - c) Manual Form I & XIV
  - d) Deed of Ownership and Delivery dated 23/10/1894, registered under No. 1737
  - e) Deed of Ownership and Delivery dated 23/10/1894, registered under No. 1736
  - f) Deed of Ownership and Delivery dated 23/10/1894, registered under No. 1735



- g) Deed of Ownership and Delivery dated 23/10/1894, registered under No. 1734
- h) Deed of Sale dated 01/09/1895
- i) Redemption Certificate dated 27/06/1902
- j) Deed of Succession dated 06/03/2006
- k) Deed of Succession dated 04/02/2008
- l) Order dated 12/11/2009 passed by Administrative Tribunal, Panaji - Goa in Land Revenue Appeal No. 215/2004
- m) Order dated 22/09/2011 passed by Administrative Tribunal, Panaji - Goa in Misc. Appln. 325/09/SET ASIDE/LRA in Land Revenue Appeal No. 215/2004
- n) Order dated 30/03/2016 passed in Civil Misc. Application bearing No. 39/2015/F in Regular Civil Suit No. 115/2010/F



- o) Deed of Relinquishment dated 08/07/2016
- p) Judgement and Order dated 30/07/2016 passed in Regular Civil Suit No. 115/2010/F by the Civil Judge, Junior Division at Mapusa - Goa
- q) Technical Clearance Order dated 23/01/2015 bearing Ref. No. TPB/1311/TCP-15/267 issued by the Senior Town Planner, Mapusa - Goa.
- r) Judgement dated 26/04/2018 passed by the Hon'ble High Court of Bombay at Goa in First Appeal No. 136/2002
- s) Deed of Succession and Qualification of Heirs dated 29/05/2019
- t) Deed of Sale dated 09/07/2019, registered before Sub- Registrar of Bardez, Mapusa Goa under Registration No. BRZ-1-2887-2019 dated 11/09/2019



- u) Site Plan
- v) Agreement for Joint Venture Development dated  
06/11/2021

II. **DESCRIPTION OF THE PROPERTY:**

**SCHEDULE-I**

**ALL THAT** property known as "CHIVARI" or "DEULADI", admeasuring an area of **3,725 sq. mts.**, situated in Village Anjuna, Bardez - Goa, Sub-District of Bardez Taluka, District of North Goa, State of Goa and which is within the limits of Village Panchayat of Anjuna-Caisua, Bardez - Goa, the said property is not registered in the Land Registration Office of Bardez and is presently Surveyed under **Survey No. 293/1** of the Revenue Village Anjuna and bounded as under :-

Towards the North :- By the Public Road;

Towards the South :- By the Public Road;

Towards the East :- By the Public Road;

Towards the West :- By the Public Road;



The said property shall hereinafter referred to as the  
**SAID PROPERTY**

**TRACING OF PARTIES TITLE:**

1. Vide Deed of Ownership and Delivery dated 23/10/1894, registered under No. 1737, Comunidade of Anjuna leased plot known as "DEULADE" admeasuring 442.50 sq. mts. in favour of Piedade Fernandes.
2. Vide another Deed of Ownership and Delivery dated 23/10/1894, registered under No. 1736, Comunidade of Anjuna leased plot known as "DEULADE" admeasuring 442.50 sq. mts. in favour of Francisco Lobo.
3. Vide yet another Deed of Ownership and Delivery dated 23/10/1894, registered under No. 1735, Comunidade of Anjuna leased plot known as



"DEULADE" admeasuring 448 sq. mts. in favour of Jose Antonio de Noronha.

4. Vide another Deed of Ownership and Delivery dated 23/10/1894, registered under No. 1734, Comunidade of Anjuna leased plot known as "DEULADE" admeasuring 448 sq. mts. in favour of Ignacio de Noronha.
5. Vide Deed of Sale dated 01/09/1895, the said Jose Antonio de Noronha and Ignacio de Noronha sold their respective plots admeasuring 448 sq. mts. each in favour of Francisco Lobo.
6. Vide Redemption Certificate dated 27/06/1902, the said Piedade Fernandes wife of the said Francisco Lobo, redeemed the emphytheutic amounts of four plots of land known as "DEULADE", registered under No. 4609 admeasuring 442.50 sq. mts., No. 4610



admeasuring 448 sq. mts., No. 4611 admeasuring 448 sq. mts. and No. 4612 admeasuring 442.50 sq. mts.

7. The Comunidade is a body of villagers governed by the provisions of the Code of Comunidades. It bears mentioning that the Code of Comunidades provides for a two step procedure for grant, which includes a provisional handing over of possession and subject to compliance with the conditions of grant, definitive or final possession being handed over to the Grantee. In the instant case, there was definitive possession granted to the Grantee.
8. The Comunidade is a body of villagers governed by the provisions of the Code of Comunidades. Relevant provisions of the Code of Comunidades for the purpose of this report are as under:

**Article** *The comunidades shall be under the*  
**5** *administrative tutelage of the State,*  
*in terms established in this Code,*



*and its immovable properties may be granted on emphyteusis and alienated in the manner provided in this Code.*

**Article 6** *The canons (foros) payable on emphyteusis, by the comunidades and any other installments or periodical pensions that they may receive from the emphyteutas, owners, servants or individuals are redeemable, in terms of the general law that regulates the redemption of pension (foro), in all the respects not provided in this Code.*

**Article 7** *The Comunidade do not enjoy, in regards to the immovable properties, granted on emphyteusis, the right conferred to the grantors, under*





*article 1662 of the Civil Code and its paragraphs, and the said immovable properties may be alienated and divided, however the comunidades shall have the right to increase the pension (foro) at the time of its division, in terms prescribed in this Code.*

**Article The Comunidade shall :**

- 30**      **1**      *Elect every three years the ordinary attorneys and its substitute, in the form provided in this Code;*
- 2**      *Appoint a special attorneys, when necessary, or have their services dispensed with according to circumstances and the interests of the comunidade;*



- 3 Opine on the statement of income and expenditure, the estimates for the ordinary and extraordinary auctions and their conditions, and on the finalization of the accounts and the extraordinary budgets;**
- 4 To deliberate on :**
- a The works and the extraordinary expenses to be incurred;**
  - b The loans to be borrowed;**
  - c Creation or abolition of medical posts, extension of the period of its duration and maintenance of the same, as well as the creation or abolition of any services or charges of**



- permanent nature;*
- d Introduction of the non-saline water in the khasanas - 'casanas'*
- e Acquisition of lands;*
- f Emphyteusis, sale or exchange of land;*
- g Institution, admissions, withdrawal and compromise of civil suit;*
- h Extension of time granted for utilization of land granted on emphyteusis;*
- i About the grant of rebate (quita) to the leaseholders;*
- j And in general, about all the extraordinary acts not provided for in the statement of income and*



*expenditure or in the provisions of this code, as well as relating to any matters about which the opinion is called for.*

**5** *To appoint and dismiss peons or criers, determining their rights and obligations.*

**Article 238** *The redemption of the foro of the emphyteusis of the comunidades or of any periodical payments that the comunidades receive from the properties, servants or other individuals under the article 6, shall be applied to the clerk of the comunidade, requesting that the amount may be calculated and received, mentioning in the petition the nature and the burden thereof of*



*which redemption is asked for.*

1. *The clerk, within the period of eight days and under his responsibility, shall calculate the amount of redemption. This shall be recorded on the reverse of the application, adding to the sum, the outstanding annuities due to the comunidade.*
2. *The amount payable for the redemption is the sum of twenty annuities of the foro or burden whose redemption is intended, plus the annuity relating to the year of redemption, when it is not done, with effective payment, by 31<sup>st</sup> March.*
3. *The application shall then be returned to the party, who has*



- to effect the payment into the safe of the amount calculated.
4. At the time of payment, the clerk of the 'comunidade' shall mention below the calculation set out in the application the following note:  
"The above amount was paid on this date, by item no....., mentioned at pg..... of the Cash Book No. ... and noted the transference in the corresponding entry in the Register 2, No....."
5. The application containing the calculation and note referred to above, shall remain in possession of the interested party, who shall return it to the



*clerk no sooner he obtains the certified copy of the redemptions effected, with the designations contained in the respective lists, wherein reference is made to the payment effected.*

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

*redeemed.*

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





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

possession granted to the Grantee and the Redemption Certificate dated 27/06/1902 reveals that 20 years quit rent was paid.

13. In the light of Article 338 of the Code of Comunidades, the provisions of Portuguese Civil Code became applicable to the legal relations between the Comunidade and original allottee. Articles 1653 and 1654 of the Portuguese Civil Code, which are more particularly transcribed hereunder clearly provide that by way of Emphyteusis, owner of the property transfers its useful domain to another person in perpetuity and the holder of the grant is obligated to pay foro.

**Article**    *Meaning of Emphyteusis*    -    *The*  
**1653**       *contract of emphyteusis or*  
              *"aforamento" or concession takes*  
              *place when the owner of any property*  
              *transfers its useful dominium to*  
              *another person binding himself to*

*pay to him annually a certain fee called "foro".*

**Article 1654** *Perpetuity of the emphyteusis - Remission of fee* - *The contract of emphyteusis is perpetual in nature. Contracts entered into in the name and form of emphyteusis but stipulated for a limited time shall be treated as ordinary leases and as such regulated by the respective legislation.*

*1 The holder of an emphyteusis and sub emphyteusis of more than 20 years duration may remit the liability on the following basis :*

*a The price of remission is of 20*



*years annual fee plus  
any dues, the  
property being for  
this purpose valued  
by deducting the  
value of the "foro".*

*b If the fee consists in  
kind the value of this  
shall be calculated  
by the average of the  
prices prevalling in  
the village, where the  
fee is to be paid, in  
the last three  
agricultural years, in  
the absence of  
agreement this price  
being passed by the  
Judge in appropriate*

**proceedings.**

**c If the deposit is insufficient the depositor may either give up the remission or complete deposit.**

**d If there is no objection or if the objection is found not legally sustainable, the liability shall be considered as remitted from the date of deposit.**

**2 When a sub holder of emphyteusis desires to remit the liability he will have to institute appropriate**

*proceedings both against the holder of emphyteusis as well as the absolute owner of the property. The absolute owner shall receive the amount of the fee or foro alongwith the due which the holder is bound to pay to him and the balance of the emphyteutic fee (foro) not payable to the absolute owner shall be paid to the holder of the emphyteusis.*

**3** *The provisions of the preceding paragraphs are also applicable to censorial fees.*



14. **Article 1673** of Portuguese Civil Code stipulated that holder of Emphyteusis shall have the rights to enjoy the property and dispose off the same as his own, subject to the restrictions imposed by law.

**Article 1673** *Rights of the holder* - *Holder of emphyteusis shall have the right to enjoy the property and dispose of the same as his own subject to the restrictions imposed by law.*

15. **Section 293** of the Succession, Special Notaries and Inventories Act, 2012 which is in force in Goa specifically stipulates that the emphyteusis holder shall be the beneficial owner of the said property and shall have the right to alienate the property and the right of the original owner is limited to collection of the yearly rents.

16. In the Judgement dated 26/04/2018 passed by the Hon'ble High Court of Bombay at Goa in First Appeal

No. 136/2002 it was held at para 29 that ***"the net result is that there is no provision for reversion of the land granted on Aforamento basis, once the final/definitive possession is delivered and on remission of foro the land vests absolutely in the allottee."*** Upon payment of quit rent and delivery of definitive possession, ownership vests with the allottee.

17. In the instant case, the above documents establish that the definitive possession was handed over in respect of the said property and there was redemption of 20 years quit rent payment.

18. The proceedings in Regular Civil Suit No. 115/2010/F and in proceedings in land Revenue Appeal No. 215/2004 reveal as under :

A. That the said Francisco Lobo and his wife Piedade Fernandes expired without any will or any other disposition of their last wish and



leaving behind their two children as their sole and universal legal heirs, namely 1) Late Domingos Rosario Lobo alias D. R. Lobo and 2) Santana Felecida Lobo.

B. The said Santana Felecida Lobo was married to Mr. Felicio De Souza and both expired without having any children.

19. Registo do Agrimensor reveals that the said property bearing old Cadastral Survey No. **2104** admeasuring an area of 1936 sq. mts. belonged to the said Felecida de Souza AND the said property bearing old Cadastral Survey No. **2105** admeasuring an area of 1948 sq. mts. belonged to the said Domingos Rosario Lobo alias D. R. Lobo.

20. The said Late Domingos Rosario Lobo alias D. R. Lobo was married to Late Basilia Luiza Maria Fernandes and both expired on 18/09/1980 and 21/06/1958

respectively leaving behind their sole and universal legal heirs namely Carmina Matildes Elizabe Lobo alias Carmina Gonsalves married to Paulo Pio Sabino Gonsalves and Macario da Victoria Lira Lobo married to Filomena Maria Simoes Branco Lobo which succession was established vide Deed of Succession dated 04/02/2008.

21. The said Paulo Pio Sabino Gonsalves passed away on 09/08/1993 leaving behind his widow and moiety holder, the said Carmina Matildes Elizabe Lobo alias Carmina Gonsalves and his only daughter, Savitri Clara Christina Gonsalves which succession was established vide Deed of Succession dated 06/03/2006

22. Manual Form I & XIV in respect of the said property was in the name of D. R. Lobo and Felecida de Souza along with one Delicious D'Souza.



23. Order dated 12/11/2009 passed by Administrative Tribunal, Panaji - Goa in Land Revenue Appeal No. 215/2004 reveals as under :

A. That Delicious D'Souza filed application under Section 103 for correction of the entries in the Survey Records in respect of Survey No. 293/1 of Village Anjuna. It was her case that her name is recorded as Felicidade D'Souza.

B. That Deputy Collector & SDO, Mapusa has passed the Judgement and Order dated 21/06/2002 in Case No. 18/40/2002 LRC/Misc and had ordered that name of Felicidade D'Souza appearing in the Survey Records in respect of Survey No. 293/1 of Village Anjuna be corrected as Delicious D'Souza and directed Mamlatdar of Bardez and Talathi of Anjuna to correct the records accordingly.



- C. That aggrieved by the said Judgement and Order dated 21/06/2002, Mrs. Carmena Lobo Gonsalves filed Land Revenue Appeal No. 215/2004 before Administrative Tribunal, Panaji - Goa.
24. Vide Order dated 12/11/2009 passed in Land Revenue Appeal No. 215/2004, the Learned Administrative Tribunal, Panaji - Goa was pleased to allow the said appeal and quashed and set aside the Judgement and Order dated 21/06/2002 and further directed Land Survey Authorities to delete the name of Delicious D'Souza from the records of the suit property and maintain the name of Felicidade de Souza in occupant's column.
25. Order dated 22/09/2011 passed by Administrative Tribunal, Panaji - Goa in Misc. Appln. 325/09/SET ASIDE/LRA in Land Revenue Appeal No. 215/2004 reveals that application dated 30/12/2009 was filed

for setting aside the Judgement and Order dated  
12/11/2009

26. Vide Order dated 22/09/2011 passed in Misc. Appln.  
325/09/SET ASIDE/LRA in Land Revenue Appeal No.  
215/2004, the Learned Administrative Tribunal,  
Panaji - Goa was pleased to dismiss the said  
application for condonation of delay.

27. Judgement and Order dated 30/07/2016 passed in  
Regular Civil Suit No. 115/2010/F by the Civil Judge,  
Junior Division at Mapusa - Goa reveals that the said  
Carmina Matildes Elizabe Lobo and Savitri Clara  
Christina Gonsalves have filed suit against Mrs.  
Deliciosa D'Souza and others for declaration that they  
are the absolute owners of the suit property; for  
consequential declaration to amend the survey records  
of the suit property accordingly; mandatory injunction  
to demolish two illegal structures constructed by the  
Defendants in the suit property and to restore the

land to its original condition; consequential permanent injunction; mesne profits along with application for temporary injunction.

28. Vide Order dated 01/08/2013, the said application for temporary injunction was partly allowed and Defendants namely Mrs. Deliciosa D'Souza and others were restrained from doing any further construction in the suit property.

29. The daughter of Deliciosa D'Souza namely Ana Francisca D'Souza had filed Civil Misc. Application bearing No. 39/2015/F in Regular Civil Suit No. 115/2010/F seeking Temporary Injunction against Carmelina Matildes Elizabe Lobo Gonsalves alias Carmelina Gonsalves and Savitri Clara Christina Gonsalves and the same has been dismissed with cost vide Order dated 30/03/2016.



30. Vide Deed of Relinquishment dated 08/07/2016, the said Macario da Victoria Lira Lobo and his wife, Filomena Maria Simoes Branco Lobo relinquish/repudiate/renounce all their rights to inheritance of the estate left behind by their parents/parents in law, Domingos Rosario Lobo and Basilia Luiza Maria Fernandes in favour of co-heirs in terms of Article 2034 of Portuguese Civil Code.

31. Vide Judgement and Order dated 30/07/2016 passed in Regular Civil Suit No. 115/2010/F, the Civil Judge, Junior Division at Mapusa - Goa was pleased to partly decree the suit and further declared that the Plaintiffs namely Carmina Matildes Elizabe Lobo and Savitri Clara Christina Gonsalves are the absolute owners in possession of the suit property; further declared that Plaintiffs are entitled to enter their names in the survey records by deleting the names of Mr. D. R. Lobo and Felicidade D'Souza from the Survey Records of the Suit Property bearing Survey No. 293/1 (293) of

Village Anjuna and enter the names of the Plaintiffs as the sole occupants after moving appropriate proceedings before the Revenue Authorities; further Defendants were restrained from interfering in the suit property in any form or manner and restrained from conducting any business in the suit property and/or obtaining any licences and/or any statutory licences for any nature from any authority (statutory or otherwise) for running any type of business in the suit property.

32. In pursuance to Judgement and Order dated 30/07/2016 passed in Regular Civil Suit No. 115/2010/F, the Civil Judge, Junior Division at Mapusa - Goa, the said Carmina Matildes Elizabe Lobo and Savitri Clara Christina Gonsalves became absolute owner in possession of the SAID PROPERTY. It bears mentioning that in the said suit bearing Regular Civil Suit No. 115/2010/F, it was specifically stated by the said Carmina Matildes Elizabe Lobo and



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Savitri Clara Christina Gonsalves that they are the only legal heirs of Pedro Francisco Lobo and Piedade Fernandes entitled to the SAID PROPERTY and it was specifically claimed that Cadastral Survey Nos. 2104 and 2105 relate to the SAID PROPERTY. The said contention of the said Carmina Matildes Elizabe Lobo and Savitri Clara Christina Gonsalves as Plaintiffs was accepted and the Plaintiffs were declared as the sole owners of the SAID PROPERTY. The said Judgement and Order dated 30/07/2016 passed in Regular Civil Suit No. 115/2010/F, the Civil Judge, Junior Division at Mapusa - Goa confirms the link of the cadastral survey records and other deeds of ownership and delivery, deed of sale dated 01/09/1895 and the Redemption deed dated 27/06/1902 to the SAID PROPERTY and further confirms that the said documents relate to the SAID PROPERTY and confirms the ownership of the aid Carmina Matildes Elizabe Lobo and Savitri Clara Christina Gonsalves to the SAID PROPERTY



33. Technical Clearance Order dated 23/01/2015 bearing Ref. No. TPB/1311/TCP-15/267 issued by the Senior Town Planner, Mapusa - Goa has been obtained by the said Carmina Matildes Elisebe Lobo E Gonsalves for carrying out construction of Compound Wall in the said property.
34. The said Carmina Matildes Elizabe Lobo alias Carmina Matildes Elisebe Lobo E Gonsalves passed away on 08/05/2019, leaving behind the said Mrs. Savitri Clara Christina Gonsalves alias Savitri C. C. Gonsalves married to Mr. Rahul Shah as her only legal heirs and rightful successors in respect of the SAID PROPERTY which was established vide Deed of Succession and Qualification of Heirs dated 29/05/2019.
35. Vide Deed of Sale dated 09/07/2019, registered before Sub- Registrar of Bardez, Mapusa Goa under Registration No. BRZ-1-2887-2019 dated 11/09/2019,

the said Mrs. Savitri Clara Christina Gonsalves alias Savitri C. C. Gonsalves and her husband, Mr. Rahul Shah sold the SAID PROPERTY in favour of Mrs. Ragini Walia; Mrs. Shashi Kataria; Mr. Bhavuk Verma; Mr. Ryan Alexandre Pinto Semelhago and Mr. Amit Kumar Mahato.

36. The said Deed of Sale dated 09/07/2019 was signed by Dr. Marvin Anselmo Cota and his wife Dr. Shirley Cota as Confirming party in pursuance to Memorandum of Understanding dated 23/09/2014 read with Renewal and Rectification of Memorandum of Understanding dated 29/06/2016.

37. Public notice was published in Gomantak (Marathi) and Navhind Times dated 18/06/2021 wherein objections within a period of 07 days from the date of publication were invited from the general public for sale of the **SAID PROPERTY** by the said Mrs. Ragini Walia; Mrs. Shashi Kataria; Mr. Bhavuk Verma; Mr.



Ryan Alexandre Pinto Semelhago and Mr. Amit Kumar Mahato and after elapse of 07 days no objection are received.

38. The said Mrs. Ragini Walia; Mrs. Shashi Kataria; Mr. Bhavuk Verma; Mr. Ryan Alexandre Pinto Semelhago and Mr. Amit Kumar Mahato entered into Agreement for Joint Venture Development dated 06/11/2021 with Kibana Homes and Villas, A Partnership Firm for development of the SAID PROPERTY.

39. In light of above, considering the fact that the Deeds of Ownership and Delivery dated 23/10/1894; Deed of Sale dated 01/09/1895; Redemption Certificate dated 27/06/1902; Deed of Succession dated 04/02/2008; Deed of Succession dated 06/03/2006; Order dated 12/11/2009 passed in Land Revenue Appeal No. 215/2004 by the Learned Administrative Tribunal, Panaji - Goa; Order dated 22/09/2011 passed in Misc. Appln. 325/09/SET ASIDE/LRA in Land

Revenue Appeal No. 215/2004 by the Learned Administrative Tribunal, Panaji - Goa; Order dated 30/03/2016 passed in Civil Misc. Application bearing No. 39/2015/F in Regular Civil Suit No. 115/2010/F; Deed of Relinquishment dated 08/07/2016; Judgement and Order dated 30/07/2016 passed in Regular Civil Suit No. 115/2010/F by the Civil Judge, Junior Division at Mapusa - Goa AND Deed of Sale dated 09/07/2019 and the Survey Records in respect of the said property, have remained unchallenged and in light of the fact that the Judgement of the Civil Court confirms the ownership and survey records corresponds to the devolution of title and are consistent with the ownership of the present owners and that no objections were received in pursuance to the Public Notice, I am of the opinion that **MRS. RAGINI WALIA; MRS. SHASHI KATARIA; MR. BHAVUK VERMA; MR. RYAN ALEXANDRE PINTO SEMELHAGO AND MR. AMIT KUMAR MAHATO** have clear and marketable title in respect of the said

property **SUBJECT** to rights of Kibana Homes and Villas, A Partnership Firm in pursuance to Agreement for Joint Venture Development dated 06/11/2021 and production of updated NIL Encumbrance Certificate.

IV. **In addition to above, I have to make the following observations:**

1. No tenants/Mundkars are reflected in the survey records of the said property.
2. The Urban Ceiling Act is not applicable to the State of Goa.
3. Conversion Sanad dated 10/06/2021 bearing No. 4/26/CNV/AC-III/2017/687 issued by the Additional Collector-III, North Goa District, Mapusa - Goa is furnished to establish that the **SAID PROPERTY**, admeasuring **3725 sq. mts.** is converted for the purpose of Residential with **60 FAR.**



4. No NOC is furnished from the Forest Department to establish that the **SAID PROPERTY** is not identified as a Forest Land

V. **EVIDENCE OF POSSESSION:-**

The said property bearing Survey No. 293/1 of village Anjuna, Bardez - Goa reflects the names of Ragini Walia, Shashi Kataria, Bhavuk Verma, Ryan Alexandre Pinto Semelhago and Amit Kumar Mahato in Form I & XIV issued by the Department of Survey, Government of Goa, which establishes the possession of the present owners.

VI. **ENCUMBRANCE ON PROPERTY:-**

I have taken search in the Office of the Sub-Registrar of Mapusa, Bardez - Goa and have not found any registered mortgages in respect of the said property. No Nil Encumbrance Certificate in respect of the said property is furnished to establish that there is no encumbrance in the said property. **HOWEVER**

**updated Nil Encumbrance Certificate in respect of  
the said property needs to be furnished.**

**CERTIFICATE**

From the documents produced from my scrutiny, I hereby certify that **MRS. RAGINI WALIA; MRS. SHASHI KATARIA; MR. BHAVUK VERMA; MR. RYAN ALEXANDRE PINTO SEMELHAGO AND MR. AMIT KUMAR MAHATO** have a clear and marketable title in respect of the said property **SUBJECT** to rights of Kibana Homes and Villas, A Partnership Firm in pursuance to Agreement for Joint Venture Development dated 06/11/2021 and production of updated NIL Encumbrance Certificate

➤ **General Qualifications and Assumptions**

- This report on title is prepared solely on the basis of documents furnished to me as more particularly set out at 'I' above.





- For the purpose of issuing this report on title:
  - (a) I have not carried out a negative search in respect of litigations (i) in relation to the said PROPERTY and/or (ii) against the larger property;
  - (b) I have taken the title documents under which Francisco Lobo and Piedade Fernandes acquired the Land as the root of title.
- For the purpose of issuing this report on title, I have assumed:
  - (a) the legal capacity of all natural persons, the genuineness of all signatures, the conformity to original documents of all documents of title submitted to me, as set out at 'I' above, as photocopies or scanned copies and the authenticity of the originals of such documents;
  - (b) that the documents of title set out in the report above have not been modified in any manner and are valid, subsisting and remain in force;



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



- This report on title is confined to the said **PROPERTY** only.
- The search conducted at the Office of the Sub-Registrar of Mapusa, Bardez - Goa is subject to non-availability of certain records and certain land registration records being torn at the concerned Sub-Registrar's Office.
- The availability/existence of the access to the **SAID PROPERTY** is not within the scope of this report
- A certificate determination, notification, opinion or the like will not be binding on an Indian court or any arbitrator or judicial or regulatory body which would have to be independently satisfied despite any provision in the title documents to the contrary. The report on title has been prepared in accordance with and is subject the laws of India.

Place:-Panaji-Goa.

Date:- 08/12/2021



(Adv. Shivan S. Desai)