



To  
Isprava Luxury Realty Six LLP  
First Floor, 42A,  
Impression House,  
G. D. Ambekar Marg,  
Wadala, Mumbai – 400031.

### REPORT ON TITLE

Re: All that plot admeasuring 2882 sq.mts., forming a part of the property known as "MAIRA", admeasuring 9300 sq.mts, bearing survey no. 243/12, which property is described in the Land Registration Office of Bardez under no.12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no.12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa.(hereinafter be referred to as the "**Said Plot B**").

---

#### 1. Documents perused:

- i. Copy of the Certificate of Description bearing No.12651 drawn up at folio 37 of Book No. B-33(N) of the Land Registration Records of Bardez.
- ii. Copy of the Deed of Agreement, Discharge, Release, Debt, Mortgage and Power of Attorney dated 23<sup>rd</sup> October 1914, drawn up at folio 6 of Book No. 152 of the notes of Caridade Frias, the Notary Public of the Judicial Division of Bardez.
- iii. Copy of the Certificate of Inscription bearing No. 12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18 of the Land Registration Records of Bardez.
- iv. Copy of the Certificate of Inscription bearing No. 5089, drawn up partly at folio 83 and partly at folio 83 reverse of Book No. C-14 of the Land Registration Records of Bardez.

+91-8446028461

[www.jrdlegal.co.in](http://www.jrdlegal.co.in)

Citicenter, 508, Fifth Floor, Patta Plaza, Panaji,  
Goa- 403001, India



- v. Copy of the Deed of Purchase, Sale and Discharge of Price dated 13<sup>th</sup> December 1915, drawn up partly at folio 87 reverse, folios 88, 88 reverse and partly at folio 89 of Book No. 153 of the year 1914 of the Notary Public of Bardez.
- vi. Copy of the Records and proceeding of Inventory Proceedings bearing no.230/2004/C filed in the Court of the Senior Division at Mapusa.
- vii. Copy of the Records and proceeding of Inventory Proceedings bearing No. 6/2015/A came to be initiated by their son, Mr. Dileep Mahatme in the Court of the Civil Judge Senior Division at Mapusa.
- viii. Copy of the Records and proceeding of Inventory Proceedings bearing no.596/2016/C was initiated in the Court of the Civil Judge Senior Division at Mapusa.
- ix. Copy of the Records and proceeding of Inventory Proceedings bearing no.413/2021/B came to be initiated in the Court of the Civil Judge Senior Division at Mapusa.
- x. Copy of the Records and proceeding of Inventory Proceedings bearing no.397/2021/A has been initiated in the Court of the Civil Judge Senior Division at Mapusa.
- xi. Copy of the Deed of Sale dated 25<sup>th</sup> February 2022, duly registered with the office of the Sub-Registrar of Bardez under no. BRZ-1-1332-2022 on 24<sup>th</sup> March 2022.
- xii. Copy of the Agreement to Sell dated 25<sup>th</sup> February 2022 was registered with the Sub Registrar of Bardez, Goa under no. BRZ-1-1336-2022, recorded in Book 1 Document, dated 24<sup>th</sup> March 2022.
- xiii. Copy of the Deed of Sale dated 10<sup>th</sup> October 2022 was duly registered with the office of the Sub-registrar of Bardez under no. BRZ-1-5518-2022 on 06<sup>th</sup> December 2022.

## **2. Flow of Title:**

On perusal of the photocopy, scanned copy or electronic copy, as the case may be, of documents mentioned in paragraph 1 above and responses given to our requisitions, we observe as follows:

1. Prior to 23<sup>rd</sup> October 1914, one Esvonta Balcustam Sinay Ladda alias Esvonta

+91-8446028461

[www.jrdlegal.co.in](http://www.jrdlegal.co.in)

Citicenter, 508, Fifth Floor, Patto Plaza, Panaji,  
Goa- 403001, India



Sinay Lada was the original owner in possession of the property known as "MAIRA" described in the Land Registration Office of Bardez under no.12651 drawn up at folio 37 of Book No.B-33(N), inscribed under no.12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18 but not enrolled in the Taluka Revenue Office, hereinafter be referred to as **"the Said Entire Property"**.

2. In the Certificate of Description bearing No. 12651 drawn up at folio 37 of Book No. B-33(N) in the Land Registration Records of Bardez, it is recorded that the property known as "Arecal de Diogo Martins", "Zoilem Cullagoro (Areca grove of Diogo Martins Zoilem Cullagoro)", also known by the name of "Zoixiachem Cullagoro", situated in the Village and Parish of Siolim was the  $\frac{3}{5}$ <sup>th</sup> part of the property described under no.5337 at folio 255 reverse of Book B 36 old and this property forms a separate and distinct property by itself. The said property was bounded on the east and west by the remaining  $\frac{2}{5}$ <sup>th</sup> parts of the said entire property belonging to Durgabay alias Auddubay and her husband Anta Sinai Quencro, on the north by the coconut grove "Tollomgrande" of Sebastiao Casimiro Drago, Antonio Joao Drago and others and on the south by the hill "Vaidongor" of the Comunidade of Siolim.
3. Vide an Deed of Agreement, Discharge, Release, Debt, Mortgage and Power of Attorney dated 23<sup>rd</sup> October 1914, drawn up at folio 6 of Book No. 152 of the notes of Caridade Frias, the Notary Public of the Judicial Division of Bardez, the said Esvonta Balcustam Sinay Ladda alias Esvonta Sinay Lada agreed to sell the Said Entire Property to (i) Dattaram Hory Sinai Matmo, (ii) Moresvor Hory Sinai Matmo and (iii) Vamona Datarama Sinay Matmo, for consideration and on the terms and conditions recorded therein.
4. Pursuant thereto, the property described under no.12651 at folio 37 of Book B 33 new, came to be provisionally inscribed in favour of the said Dattaram Hory Sinai Matmo, Moresvor Hory Sinai Matmo and Vamona Datarama Sinay Matmo in the

+91-8446028461

[www.jrdlegal.co.in](http://www.jrdlegal.co.in)

Citicenter, 508, Fifth Floor, Patto Plaza, Panaji,  
Goa- 403001, India





Certificate of Inscription bearing No.12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18 in the Land Registration Records of Bardez.

5. As per the Certificate of Inscription bearing No.5089, drawn up partly at folio 83 and partly at folio 83 reverse of Book No. C-14 in the Land Registration Records of Bardez, the said Esvonta Balcustam Sinay Ladda alias Esvonta Sinay Lada had mortgaged the Said Entire Property in favour of the said Datarama Hory Sinay Matmo, Moreshwar Hory Sinay Matmo and Vamona Datarama Sinay Matmo, as guarantee of the consideration of sale, with respect to property which the said Esvonta Balcustam Sinay Ladda had promised to sell to the aforesaid parties for the sum of Rs.5000/-, on the undertaking to execute the agreement by way of Deed, within the time period of three months from the date of the Deed dated 23<sup>th</sup> October 1914, subject to the other terms and conditions of the Deed dated 23<sup>rd</sup> October 1914.
6. Subsequently, vide Deed of Purchase, Sale and Discharge of Price dated 13<sup>th</sup> December 1915, drawn up partly at folio 87 reverse, folios 88, 88 reverse and partly at folio 89 of Book No. 153 of the year 1914 of the Notary Public of Bardez, the said Esvonta Balcustam Sinay Lada alias Esvonta Sinay Lada sold the Said Entire Property to Dattarama Hori Sinay Matmo, Moreshwar Hori Sinay Matmo and Vamona Datarama Sinay Matmo. The said Esvonta Balcustam Sinay Lada alias Esvonta Sinay Lada was represented in the said Deed by his attorney Ananta Balcustam Sinay Lada alias Ananta Sinay Lada, constituted vide Deed dated 23<sup>rd</sup> October 1913, drawn up at folio 6 of Book No.152 of the notes of Notary Public of the Judicial Division of Bardez, Joao Copertino da Caridade Frias.

We have not been furnished with the copy of the Deed dated 23<sup>rd</sup> October 1913, drawn up at folio 6 of Book No.152 of the notes of Notary Public of the Judicial Division of Bardez, Joao Copertino da Caridade Frias for our perusal.

+91-8446028461

[www.jrdlegal.co.in](http://www.jrdlegal.co.in)

Citicenter, 508, Fifth Floor, Patto Plaza, Panaji,  
Goa- 403001, India



7. Pursuant to the purchase of the Said Property vide the Deed dated 13<sup>th</sup> December 1914, the provisional inscription no.12671 in favour of Datarama Hory Sinay Matmo, Moresvar Hory Sinay Matmo and Vamona Datarama Sinay Matmo was made permanent.
8. From the Endorsement made to the Land Inscription No. 5089 drawn up partly at folio 83 and partly at folio 83 reverse of Book No. C-14 of the Land Registration Records of Bardez, it appears that pursuant to the purchase of the property described under no. 12651 at folio 37 of Book B 33 new vide the Deed dated 13<sup>th</sup> December 1914, the inscription of mortgage inscribed under no. 5089 in favour of Datarama Hory Sinay Matmo, Moreshwar Hory Sinay Matmo and Vamona Datarama Sinay Matmo was cancelled.
9. In the year 1971, the property came to be surveyed under survey no. 243/12 of Village Siolim. The property known as "MAIRA", admeasuring 9300 sq.mts, bearing survey no. 243/12, which property is described in the Land Registration Office of Bardez under no.12651 drawn up at folio 37 of Book No.B-33(N), inscribed under no.12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, shall herein after be referred to as the "**Said Property**".
10. The said Dattaram Hori Sinai Matmo expired on 19<sup>th</sup> October 1943, leaving behind his two sons, i.e. i) Vaman Dattaram Mahatme and ii) Bhairao Dattaram Mahatme as his legal heirs. We have derived the above narration from the records and proceeding of Inventory Proceedings bearing no.230/2004/C filed in the Court of the Senior Division at Mapusa, which were initiated upon the demise of one Hori Mahatme i.e. the father of Datarama Hory Sinay Matmo and Moreshwar Hory Sinay Matmo.

+91-8446028461

[www.jrdlegal.co.in](http://www.jrdlegal.co.in)

Citicenter, 508, Fifth Floor, Patto Plaza, Panaji,  
Goa- 403001, India





- 10.1 The said Vaman Dattaram Mahatme was married to one Jankibai V. Mahatme. The said Vaman Dattaram Mahatme expired on 12<sup>th</sup> February 1982 and his wife Jankibai V. Mahatme expired on 07<sup>th</sup> December 1964.
- 10.2 In the year 2021, Inventory Proceedings bearing no.413/2021/B came to be initiated in the Court of the Civil Judge Senior Division at Mapusa, in order to partition the estate of said Vaman Dattaram Mahatme.
- 10.3 In the Affidavit/Statement on Oath of the Head of the Family dated 27<sup>th</sup> October 2021 filed in the said Inventory Proceedings, it is recorded that :
- a. The said Vaman Dattaram Mahatme was married to one Jankibai V. Mahatme. The said Vaman Dattaram Mahatme expired on 12<sup>th</sup> February 1982 and his wife Jankibai V. Mahatme expired on 07<sup>th</sup> December 1964, leaving behind the following legal heirs:
    - i. Hari Vaman Mahatme married to Suman Hari Mahatme;
    - ii. Vasant Vaman Mahatme married to Kusum Vasant Mahatme;
    - iii. Anand Vaman Mahatme married to Malini Anand Mahatme,
    - iv. Dinanath Vaman Mahatme married to Meera Dinanath Mahatme.
  - b. The said Hari Vaman Mahatme expired on 12<sup>th</sup> November 2010 and his wife Suman Hari Mahatme expired on 15<sup>th</sup> January 2014, leaving behind the following children as their legal heirs:
    - i. Milind Hari Mahatme married to Neeta Mahatme;
    - ii. Rajesh Hari Mahatme married to Rashmi Rajesh Mahatme;
  - c. The said Anand Vaman Mahatme expired on 15<sup>th</sup> June 2015 and his wife Malini Anand Mahatme expired on 27<sup>th</sup> March 2013, leaving behind the following children as their legal heirs:
    - i. Shailendra A. Mahatme (unmarried)



ii. Prasad A. Mahatme married to Gayatri P. Mahatme

10.4 In the Additional Affidavit/ Statement on Oath of the Head of the Family dated 18<sup>th</sup> February 2022, filed in the aforesaid Inventory Proceedings no.413/2021/B, it is recorded that :

a. The said Meera Dinanath Mahatme expired on 14<sup>th</sup> December 2017, leaving behind her husband Dinanath Mahatme as her moiety holder and the following children as her legal heirs:

i. Hira Mahatme Harris

ii. Arvind Mahatme married to Sheran Suryakant Mahatme

b. The said Vasant Vaman Mahatme expired on 13<sup>th</sup> July 2017, leaving behind his wife Kusum Vasant Mahatme and the following as his legal heirs:

i. Chandrashekhar Vasant Mahatme married to Sanjeevani Chandrashekar Mahatme

10.5 In the Final List of Assets filed in the said Inventory Proceedings no.413/2021/B, the 1/3<sup>rd</sup> share of Vaman Dattaram Mahatme in the Said Property was listed as Item No.1.

10.6 Vide the Final Chart of Allotment dated 22<sup>nd</sup> July 2022 filed in the said Inventory Proceedings No.413/2021/B, the 1/3<sup>rd</sup> share of Vaman Dattaram Mahatme in the Said Property came to be allotted to the following legal heirs in proportion to their respective shares:

i. Milind Hari Mahatme married to Neeta Mahatme;

ii. Rajesh Hari Mahatme married to Rashmi Rajesh Mahatme;

iii. Shailendra A. Mahatme (unmarried);

iv. Prasad A. Mahatme married to Gayatri P. Mahatme;

v, Kusum Vasant Mahatme;



- vi. Chandrashekhar Vasant Mahatme married to Sanjeevani Chandrashekar Mahatme;
- vii. Dinanath Mahatme;
- viii. Hira Mahatme Harris;
- xi. Arvind Mahatme married to Sheran Suryakant Mahatme.

10.7 By virtue of the Judgment and Decree dated 30<sup>th</sup> July 2022 passed in the said Inventory Proceedings No.413/2021/B, the Final Chart of Allotment was confirmed and made absolute and the consequently the share in the Said Property stood allotted to the respective parties.

10.8 The other son of Dattaram Hori Sinai Matmo, the said Bhairao Dattaram Mahatme was married to Manikbai Bhairao Mahatme. The said Bhairao Dattaram Mahatme expired on 03<sup>rd</sup> January 1970 and his wife Manikbai Bhairao Mahatme expired on 03<sup>rd</sup> July 1997. Pursuant to the demise the said Bhairao Dattaram Mahatme and Manikbai Bhairao Mahatme, Inventory Proceedings bearing No. 6/2015/A came to be initiated by their son, Mr. Dileep Mahatme in the Court of the Civil Judge Senior Division at Mapusa.

10.9 In the Statement on Oath dated 12<sup>th</sup> February 2015 filed in the aforementioned Inventory Proceedings bearing No.6/2015/A, it was recorded that :

- a. The said Bhairao Dattaram Mahatme expired on 03<sup>rd</sup> January 1970 and his wife Manikbai Bhairao Mahatme expired on 03<sup>rd</sup> July 1997, leaving behind the following heirs:
  - i. Vishwas Bhairao Mahatme married to Medha Vishwas Mahatme.
  - ii. Dileep Bhairao Mahatme married to Smita D. Mahatme;
  - iii. Ajita Vasant Kerkar married to Vasant Kerkar
  - iv. Aruna Bhairao Mahatme alias Seema Pai Verlekar married to Ramesh Pai Verlekar





v. Neelima Dilip Borkar married to Dilip Borkar

b. The said Ajita Kerkar expired in the year 1982 leaving behind her husband Vasant Kerkar as her half sharer and the following as her heir;

i. Mrs. Kiran Surendra Borkar married to Mr. Surendra Borkar;

c. The said Dilip Borkar expired in the year 1993, leaving behind his wife Neelima Dilip Borkar as his moiety holder and the following as his heir:

i. Bipin Dilip Borkar.

d. The said Vishwas Mahatme expired on 23<sup>rd</sup> August 1997, leaving behind his wife Medha Vishwas Mahatme as his moiety holder and half sharer and the following as his legal heir;

i. Paresh Vishwas Mahatme married to Shibani P. Mahatme;

e. The said Neelima Dilip Borkar expired in the year 2007 leaving behind her only son Bipin Dilip Borkar, as her legal heir.

f. The said Ramesh Pai Verlekar expired in the year 2014, leaving behind his wife Aruna Bhairao Mahatme alias Seema Pai Verlekar, as his moiety holder and half sharer and the following as his legal heirs:

i. Asha Ramesh Pai Verlekar;

ii. Nisha Ramesh Pai Verlekar.

10.10 Vide the Additional Statement on Oath dated 09<sup>th</sup> January 2019 filed in the aforementioned Inventory Proceedings bearing No. 6/2015/A, the name of Asha Ramesh Pai Verlekar was corrected to Asha Ramesh Prabhu Verlekar and the name of Nisha Ramesh Pai Verlekar was corrected to Nisha Ramesh Prabhu Verlekar



- 10.11 In the Additional Statement on Oath dated 05<sup>th</sup> July 2019 filed in the aforementioned Inventory Proceedings bearing No.6/2015/A, it was recorded that Paresh Vishwas Mahatme had initiated Inventory Proceedings bearing no.596/2016/C in respect of the share of Vishwas Bhairao Mahatme and the same has been concluded. In view of the same, the names of Paresh Vishwas Mahatme, Shibani P. Mahatme and his mother Medha Vishwas Mahatme be deleted from the present inventory.
- 10.12 In the Final List of Assets filed in the said Inventory Proceedings No.6/2015/A the 1/3<sup>rd</sup> share of Bhairao Dattaram Mahatme and Manikbai Bhairao Mahatme in the Said Property was listed as Item No. 11.
- 10.13 Vide the Final Chart of Allotment filed in the said Inventory Proceedings No.6/2015/A, the 1/3<sup>rd</sup> share of Bhairao Dattaram Mahatme and Manikbai Bhairao Mahatme in the Said Property which was listed as Item No. 11 was allotted to the following legal heirs in the following proportion:
- i. Dileep Bhairao Mahatme married to Smita D. Mahatme- 1/4<sup>th</sup> Share
  - ii. Vasant Kerkar -1/8<sup>th</sup> share
  - iii. Kiran Surendra Borkar and Surendra Borkar-1/16<sup>th</sup> share
  - iv. Aruna Bhairao Mahatme alias Seema Ramesh Prabhu Verlekar-1/8<sup>th</sup> share
  - v. Asha Ramesh Prabhu Verlekar-1/16<sup>th</sup> share
  - vi. Nisha Ramesh Prabhu Verlekar-1/16<sup>th</sup> share
  - vii. Bipin Dilip Borkar – 1/4<sup>th</sup> share
- 10.14 By virtue of the Judgment and Decree dated 06<sup>th</sup> March 2021 passed in the said Inventory Proceedings No.6/2015/A, the Final Chart of Allotment was confirmed and made absolute and the consequently the share in the Said Property stood allotted to the respective parties.



10.15 The said Asha Ramesh Prabhu Verlekar alias Asha Saeesh Joshi is married to Saeesh Atmaram Joshi and the said Nisha Ramesh Prabhu Verlekar alias Nisha Mayuresh Pai is married to Mayuresh Pai, under the regime of communion of assets.

11. A separate Inventory Proceedings bearing no.596/2016/C was initiated in the Court of the Civil Judge Senior Division at Mapusa, pursuant to the demise of the said Vishwas Mahatme, in order to partition his estate.

11.1 In the Statement on Oath dated 21<sup>st</sup> December 2016 filed in the aforesaid Inventory Proceedings, it is recorded that the said Vishwas Mahatme expired on 23<sup>rd</sup> August 1997, leaving behind his wife Medha Vishwas Mahatme as his moiety holder and half sharer and the following as his legal heir;

i. Paresh Vishwas Mahatme married to Shibani P. Mahatme.

11.2 In the List of Assets dated 18<sup>th</sup> July 2017, the 1/4<sup>th</sup> share of Vishwas Mahatme in the Said Property was listed as Item No.11.

11.3 In the Final Chart of Allotment dated 20<sup>th</sup> September 2017, the 1/4<sup>th</sup> share of Vishwas Mahatme in the Said Property, which was listed as Item No. 11 was allotted to the following legal heirs in the following proportion:

i. Medha Vishwas Mahatme (1/8<sup>th</sup> Share)

ii. Paresh Vishwas Mahatme and his wife Shibani P. Mahatme (1/16<sup>th</sup> share)

11.4 By virtue of the Judgment and Decree dated 26<sup>th</sup> October 2017 passed in the said Inventory Proceedings No.596/2016/C, the Final Chart of Allotment was confirmed and made absolute and the consequently the share in the Said Property stood allotted to the respective parties.





12. The said Moreshwar Hari Mahatme was married to one Anandibai M. Mahatme. The said Moreshwar Hari Mahatme expired on 04<sup>th</sup> May 1986 and his wife Anandibai M. Mahatme expired on 02<sup>nd</sup> December 1971

12.1 In the year 2021, Inventory Proceedings bearing no.397/2021/A has been initiated in the Court of the Civil Judge Senior Division at Mapusa, in order to partition the estate of the said Moreshwar Hari Mahatme. In the Affidavit/Statement on Oath of the Head of the Family dated 27th October 2021, it is recorded that:

- a. The said Moreshwar Hari Mahatme expired on 04<sup>th</sup> May 1986 and his wife Anandibai M. Mahatme expired on 02<sup>nd</sup> December 1971, leaving behind the following legal heirs:
  - i. Anant Moreshwar Mahatme married to Sushila Anant Mahatme
  - ii. Manohar Mahatme married to Tejaswini Mahatme;
  - iii. Mira Gude married to Vasant Gude;
  - iv. Rama Mahatme (unmarried)
  - v. Surendra Moreshwar Mahatme (unmarried)
  - vii. Shamala Sabnis married to Dattaram Sabnis.
  - viii. Usha Suryakant Danait married to Suryakant Damodar Danait
- b. The said Anant Moreshwar Mahatme and the said Sushila Anant Mahatme, expired without leaving any legal heirs.
- c. The said Manohar Mahatme expired on 06<sup>th</sup> June 2001, leaving behind his wife Tejaswini Mahatme as his moiety holder and the following as his legal heir:
  - i. Niles Monohar Mahatme married to Dhanashree Niles Mahatme
- d. The said Mira Gude expired on 19<sup>th</sup> January 2016 and the said Vasant Jaiwant Gude expired on 20<sup>th</sup> March 1990, without leaving any legal heirs.



e. The said Rama Mahatme expired on 17<sup>th</sup> October 2004, without leaving any legal heirs.

f. The said Surendra Monohar Mahatme expired without leaving any legal heirs.

g. The said Usha Suryakant Danait expired on 10<sup>th</sup> October 2003 and the said Suryakant Damodar Danait expired on 30<sup>th</sup> August 2016, leaving behind the following legal heir:

a. Archana Phenany married to Shailesh Phenany

b. The said Pramila Venkatesh Hede married to Venkatesh Hede. The said Pramila Venkatesh Hede expired on 30<sup>th</sup> April 2020 and the said Venkatesh Shripad Hede expired on 28<sup>th</sup> April 1999, without leaving behind any legal heirs.

12.2 In the Final List of Assets dated 06<sup>th</sup> January 2022 filed in the said Inventory Proceedings No.397/2021/A, the 1/3<sup>rd</sup> share of Moreshwar Hari Mahatme in the Said Property was listed as Item No.1.

12.3 In the Additional Affidavit/Statement on Oath of the Head of the Family dated 11<sup>th</sup> February 2022 filed in the aforementioned Inventory Proceedings bearing No. 397/2021/A, it was clarified that the said Pramila Venkatesh Hede married to Venkatesh Hede was not the daughter of Usha Suryakant Danait and Suryakant Damodar Danait , but was the daughter of Late Moreshwar Hari Mahatme and his wife Late Anandibai M. Mahatme

12.4 Vide Final Chart of Partition dated 18<sup>th</sup> February 2022 filed in the said Inventory Proceedings No.397/2021/A, the 1/3<sup>rd</sup> share of Moreshwar Hari



Mahatme in the Said Property which was listed as Item No.1 was allotted to the following legal heirs:

- i. Tejaswini Mahatme
- ii. Nilesh Monohar Mahatme married to Dhanashree Nilesh Mahatme
- iii. Shamala Sabnis married to Dattaram Sabnis.
- iv. Archana Phenany married to Shailesh Phenany

12.5 By virtue of the Judgment and Decree dated 05<sup>th</sup> May 2022 passed in the said Inventory Proceedings No.397/2021/A, the Final Chart of Allotment was confirmed and made absolute and the consequently the share in the Said Property stood allotted to the respective parties.

13. The plot admeasuring 2882 sq.mts., forming a part of the property known as "MAIRA", admeasuring 9300 sq.mts, bearing survey no. 243/12, which property is described in the Land Registration Office of Bardez under no.12651 drawn up at folio 37 of Book No. B-33(N), inscribed under no.12671 drawn up at folio 151 reverse and partly at folio 152 of Book No. G-18, but not enrolled in the Taluka Revenue Office, situated at Village Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa shall hereinafter be referred to as the "**Said Plot B**".
14. Vide Deed of Sale dated 25<sup>th</sup> February 2022 executed by 1. Mrs. Medha Vishwas Mahatme, 2.Mr. Paresh Vishwas Mahatme, 3.Mrs. Shibani Paresh Mahatme, 4.Mr.Dileep Mahatme alias Dileep Bhairao Mahatme, 5.Mrs. Smita Mahatme alias Smita Dileep Mahatme, 6.Mr. Vasant Gangadhar Kerkar, 7.Mrs. Kiran Surendra Borkar, 8.Mr.Surendra Gurudas Borkar, 9.Mrs.Seema Verlekar alias Aruna Bhairao Mahatme, 10.Mrs.Asha Saeesh Joshi alias Asha Prabhu Verlekar, 11.Mr.Saeesh Atmaram Joshi, 12.Mrs.Nisha Mayuresh Pai alias Nisha Prabhu Verlekar, 13.Mr.Mayuresh Pai, 14.Mr.Bipin Borkar alias Bipin





Deelip Sinai Borkar, 15.Mrs.Tejaswini Mahatme alias Tejaswini Manohar Mahatme, 16.Mr.Nilesh Mahatme alias Nilesh Manohar Mahatme, 17.Mrs. Dhanashree Mahatme alias Dhanashree Nilesh Mahatme, 18.Mrs. Archana Shailesh Phenany, 19.Mr. Shailesh Vinayak Phenany, 20.Mrs. Shamala Dattaram Sabnis, 21.Mr.Dattaram Vaman Sabnis as the "Vendors" and Isprava Luxury Realty Six LLP as the "Purchaser", the Vendors sold their 2/3<sup>rd</sup> undivided share, right, title and interest in the **Said Plot B** to the Purchaser. The said Deed of Sale dated 25<sup>th</sup> February 2022, duly registered with the office of the Sub-Registrar of Bardez under no. BRZ-1-1332-2022 on 24<sup>th</sup> March 2022.

The Vendors nos. 1, 2 and 3 were represented therein by their Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 02<sup>nd</sup> March 2022 executed before Notary Sayed Abbas and registered under no.972 on 02<sup>nd</sup> March 2022.

The Vendors no.5 was represented therein by her Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 09<sup>th</sup> February 2022 executed before Notary Manjiri Deshmukh Pawar and registered under no.15 of 09<sup>th</sup> February 2022.

The Vendors nos.6, 7 and 8 were represented therein by their Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 02<sup>nd</sup> March 2022 executed before Notary Sayed Abbas and registered under no.970 on 02<sup>nd</sup> March 2022.

The Vendors nos. 09, 10, 11, 12 and 13 were represented therein by their Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 02<sup>nd</sup> March 2022 executed before Notary Sayed Abbas and registered under no.971 on 02<sup>nd</sup> March 2022.

+91-8446028461

[www.jrdlegal.co.in](http://www.jrdlegal.co.in)

Citicenter, 508, Fifth Floor, Patto Plaza, Panaji,  
Goa- 403001, India



The Vendors no.14 was represented therein by his Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 02<sup>nd</sup> March 2022 executed before Notary Sayed Abbas and registered under no.969 on 02<sup>nd</sup> March 2022.

The Vendors nos. 15, 16, and 17 were represented therein by their Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 23<sup>rd</sup> February 2022 executed before Notary R.K. Gupta.

The Vendors nos. 18 and 19 were represented therein by their Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 23<sup>rd</sup> February 2022 executed before Notary R.K. Gupta.

The Vendors nos. 20 and 21, were represented therein by their Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 23<sup>rd</sup> February 2022 executed before Notary R.K. Gupta.

15. Since, the aforementioned Inventory Proceedings bearing no.413/2021/B filed in the Court of the Civil Judge Senior Division at Mapusa, in order to partition the estate of said Vaman Dattaram Mahatme, was still pending adjudication, vide Agreement to Sell dated 25<sup>th</sup> February 2022 executed by 1.Mr.Milind Hari Mahatme, 2.Mrs.Neeta Milind Mahatme, 3.Mr.Rajesh Hari Mahatme, 4.Mrs.Rashmi Rajesh Mahatme, 5.Mrs. Kusum Vasant Mahatme, 6.Mr.Shailendra Anand Mahatme, 7.Mr.Prasad Anand Mahatme, 8.Mrs.Gayatri Prasad Mahatme and 9.Mr.Dinanath Vaman Mahatme as the "Vendors" and Isprava Luxury Realty Six LLP as the "Purchaser", the Vendors agree to sell their 1/3<sup>rd</sup> undivided share, right, title and interest in the **Said Plot B** to the Purchaser. The said Agreement to Sell dated 25<sup>th</sup> February 2022 was

+91-8446028461

[www.jrdlegal.co.in](http://www.jrdlegal.co.in)

Citicenter, 508, Fifth Floor, Patto Plaza, Panaji,  
Goa- 403001, India



registered with the Sub Registrar of Bardez, Goa under no. BRZ-1-1336-2022, recorded in Book 1 Document, dated 24<sup>th</sup> March 2022.

The Vendors nos. 1 and 2 were represented therein by their Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 10<sup>th</sup> February 2022 executed before Notary Rakesh Kumar Yadav.

The Vendors nos. 3 and 4 were represented therein by their Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 10<sup>th</sup> February 2022 executed before Notary Rakesh Kumar Yadav.

The Vendors nos.5 was represented therein by her Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney 10<sup>th</sup> February 2022 duly apostille before Notary Public California Frank Dias, United States of America on 16<sup>th</sup> February 2022.

The Vendors nos. 6, 7 and 8 were represented therein by their Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 10<sup>th</sup> February 2022 executed before Notary Rakesh Kumar Yadav.

The Vendors nos.9 was represented therein by her Power of Attorney holder Mr. Dileep Bhairao Mahatme duly authorised vide Power of Attorney dated 25<sup>th</sup> February 2022 duly apostille before Notary Public Briana Singleton Ford, State of Florida on 03<sup>rd</sup> March 2022.

16. Subsequently, vide Deed of Sale dated 10<sup>th</sup> October 2022 executed by 1.Mr.Milind Hari Mahatme, 2.Mrs.Neeta Milind Mahatme, 3.Mr.Rajesh Hari Mahatme, 4.Mrs.Rashmi Rajesh Mahatme, 5.Mrs. Kusum Vasant Mahatme, 6.Mr.Chandrashekhar Vasant Mahatme, 7.Mrs.Sanjeevani Chandrashekhar





Mahatme, 8.Mr.Shailendra Anand Mahatme, 9.Mr.Prasad Anand Mahatme, 10.Mrs.Gayatri Prasad Mahatme, 11.Mr.Dinanath Vaman Mahatme 12.Mrs.Hira Mahatme Harris, 13.Mr.Arvind Mahatme, 14.Mrs.Sheran Suryakant Mahatme as the "Vendors" and Isprava Luxury Realty Six LLP as the "Purchaser", the Vendors sold their 1/3<sup>rd</sup> undivided share, right, title and interest in the **Said Plot B** to the Purchaser. The said Deed of Sale dated 10<sup>th</sup> October 2022 was duly registered with the office of the Sub-registrar of Bardez under no. BRZ-1-5518-2022 on 06<sup>th</sup> December 2022.

The Vendor nos. 1 and 2 were represented therein through their Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 10<sup>th</sup> February 2022 executed before Notary Rakesh Kumar Yadav.

The Vendor no.5 was represented therein through her Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney 10<sup>th</sup> February 2022 duly apostille before Notary Public California Frank Dias, United States of America on 16<sup>th</sup> February 2022.

The Vendor nos.6 and 7 were represented therein through their Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney 10<sup>th</sup> February 2022 duly apostille before Notary Public California Frank Dias, United States of America on 16<sup>th</sup> February 2022.

The Vendor nos. 8, 9 and 10 were represented therein through their Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 10<sup>th</sup> February 2022 executed before Notary Rakesh Kumar Yadav.

The Vendor no.11 was represented therein through his Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 25<sup>th</sup>



February 2022 duly apostille before Notary Public Briana Singleton Ford, State of Florida on 03<sup>rd</sup> March 2022.

The Vendor nos.12 was represented therein through her Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 05<sup>th</sup> May 2022 duly apostille before Notary Public Eric Beckley, State of West Virginia on 18<sup>th</sup> May 2022.

The Vendor nos.13 and 14 were represented therein through their Constituted Attorney Mr. Dileep Bhairao Mahatme, duly constituted vide Power of Attorney dated 27<sup>th</sup> April 2022 duly apostille before Notary Public Loren Washington, State of Wisconsin on 10<sup>th</sup> May 2022.

Vide Power of Attorney dated 10<sup>th</sup> February 2022 executed before Notary Rakesh Kumar Yadav, the Vendor nos. 3 and 4 had constituted Mr. Dileep Bhairao Mahatme, as their Constituted Attorney and had further given powers to sub-delegate the powers granted unto him. Vide General Power of Attorney dated 09<sup>th</sup> March 2022, duly registered with the office of the Sub-Registrar of Bardez under no. BRZ-POA Register-30-2022 dated 29<sup>th</sup> March 2022, the said Mr. Dileep Bhairao Mahatme has further sub-delegated to Isprava Luxury Realty Six LLP, represented herein by its Partner Mr. Aditya Naik, the powers granted unto him by the aforementioned Powers of Attorney. The Vendor no.3 and 4 were represented therein by Isprava Luxury Realty Six LLP, represented therein by its Partner Mr. Aditya Naik, duly constituted vide the aforementioned General Power of Attorney dated 09<sup>th</sup> March 2022.

By virtue of the Judgment and Decree dated 30<sup>th</sup> July 2022 passed in the said Inventory Proceedings No.413/2021/B, certain share in the Said Property also devolved upon 1..Mr.Chandrashekhar Vasant Mahatme, 2.Mrs.Sanjeevani Chandrashekhar, 3.Mrs.Hira Mahatme Harris, 4.Mr.Arvind Mahatme,

+91-8446028461

[www.jrdlegal.co.in](http://www.jrdlegal.co.in)

Citicenter, 508, Fifth Floor, Patto Plaza, Panaji,  
Goa- 403001, India



5.Mrs.Sheran Suryakant Mahatme, In view of the same, they were arrayed as Vendors in the said Deed.

**3. Property Register Cards/Revenue Records:**

- i. In the Index of Lands/ Form III with respect to the Said Property, the name of Mahatme's came to be recorded in the Occupants Column under mutation entry nos. 434, 1199, 1632 and 1647.
- ii. In the Manual Form I and XIV in respect of the Said Property, the names of Moreshwar Hari Mahatme, Vaman Dattaram Mahatme, Vishwas Bhairao Mahatme and Dilip Bairao Mahatme are recorded in the Occupants Column under mutation entry nos.1199, 1632, 1647 and 434 respectively.
- iii. In the Form 9 with respect to mutation entry no. 434, with reference to survey no.243/12 of Village Siolim, issued by the Talathi of Siolim, the name of Dilip Bhairao Mahatme is recorded as an occupant of the Said Property, since before survey, i.e. prior to 1971.
- iv. In the Form 9 with respect to mutation entry no. 1199, with reference to survey no.243/12 of Village Siolim, issued by the Talathi of Siolim, the name of Mr. Moreshwar Hari Mahatme is recorded as an occupant of the Said Property, since before survey, i.e. prior to 1971.
- v. In the Form 9 with respect to mutation entry no. 1632, with reference to survey no.243/12 of Village Siolim, issued by the Talathi of Siolim, the name of Vaman Dattaram Mahatme is shown as an occupant of the Said Property, since before survey, i.e. prior to 1971.
- vi. In the Form 9 with respect to mutation entry no. 1647, with reference to survey



no.243/12 of Village Siolim, issued by the Talathi of Siolim, the name of Vishwas Bhairao Mahatme is recorded as an occupant of the Said Property, since before survey, i.e. prior to 1971.

**4. Public Notice:**

We have issued a Public Notice dated 19<sup>th</sup> August 2021 in the Navhind Times (in English), Herald (in English) and Gomantak (in Marathi), with respect to the **Said Property**, no claims and/or objections and/or Notice and/or Letters and/or any written correspondence were received.

**5. Qualifications/ Verifications:**

- (i) We have not carried out any independent searches, unless otherwise specifically mentioned herein.
- (ii) We have perused through the aforementioned documents as mentioned in clause 1.

**6. Conclusion:**

In our opinion and **subject** to what is stated hereinabove, Isprava Luxury Realty Six LLP are entitled to and have free, clear and marketable title to the **Said Plot B** and can deal with the same.

**7. General:**

- a. This Report on Title merely certifies the matters expressly dealt with in the report. The Report on Title does not consider or certify any other questions not expressly answered in the report.
- b. This Report on Title is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Report on Title, and we are under no obligation to update this Report on Title with any information, replies or documents we receive after this date.





- c. Save as specifically stated in this Report on Title, we have not inspected or reviewed the original documents in respect of the **Said Property** and/or the **Said Plot B**.
- d. We have not been provided with any plans or photocopies of plans [including as annexures to any documents] except as specifically mentioned in this Report on Title.
- e. We have not verified whether appropriate stamp duty has been paid on the various documents referred to in this Report on Title.
- f. In accordance with our scope of work and our qualifications:
- i) We have not visited the site on which the **Said Property** and/or the **Said Plot B** is situated.
  - ii) We have not independently verified the area or boundaries of the **Said Property** and/or the **Said Plot B**. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the **Said Property** and/or the **Said Plot B**, as we have found them in various documents.
  - iii) We also do not express our opinion on matters related to actual physical use of the **Said Property** and/or the **Said Plot B**.
  - iv) We have not verified the market value of the **Said Property** and/or the **Said Plot B** or and we do not express any opinion on this issue.
  - v) We do not express an opinion relating to plan permissions, approvals or development potential of the **Said Property** and/or the **Said Plot B**.
- g. We express no view about the zoning, user, reservations or FAR of the **Said Property** and/or the **Said Plot B**.



- h. Save as otherwise stated in this Report on Title, we express no view with respect to any structures or buildings standing on the **Said Property** and/or the **Said Plot B**.
- i. We have been informed by you that you have not been served with or received any notice from the government or any other local body or authority with respect to the **Said Property** and/or the **Said Plot B** or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the **Said Property** and/or the **Said Plot B** or any portion of it save as disclosed in the Report on Title. Further, we have been informed by you that there is no legislative enactment or government ordinance, order or notification with respect to the **Said Property** and/or the **Said Plot B** or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the **Said Property** and/or the **Said Plot B** or any portion of it save as disclosed in the Report on Title. We have assumed the genuineness of these assertions and have not verified issues relating to acquisition, requisition, reservation or setback of the **Said Property** and/or the **Said Plot B** or any portion of the **Said Property** and/or the **Said Plot B** by governmental authorities.
- j. We have not independently validated the taxes / cess / duties / charges payable in respect of the **Said Property** and/or the **Said Plot B** and make no comment with respect to these and our comments in regard to these are based solely on documents you have provided.
- k. We have not carried out a search of the registers or records maintained with the concerned offices or websites of the Registrar/Sub-Registrar of Assurances or any other authorities.
- l. We have not carried out any searches at the offices or websites of the Registrar of Companies.



- m. We have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the **Said Property** and/or the **Said Plot B**. Our comments relating to such dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.
- n. We have not conducted any searches with respect to the information available with the Goa Real Estate Regulatory Authority (RERA) or on the website of the Goa RERA relating to the **Said Property** and/or the **Said Plot B**.
- o. We have not independently verified the information submitted to the Goa RERA or displayed on the website of the Goa RERA in relation to the **Said Property** and/or the **Said Plot B**.
- p. For the purpose of this Report on Title, we have assumed :
- i) the legal capacity of all natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
  - ii) that the persons executing documents have the necessary authority to execute them;
  - iii) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
  - iv) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;
  - v) that there have been no amendments or changes to the documents we have examined;
  - vi) that all prior documents have been adequately stamped and duly registered;
  - vii) that each document binds the parties intended to be bound by it;



- viii) that the photocopies provided to us are accurate photocopies of originals;
  - ix) that all translations of documents provided to us are complete and accurate;
  - x) the accuracy and completeness of all the factual statements and representations made in the documents;
  - xi) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;
  - xii) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Report on Title are correct and otherwise genuine; and
- q. For the purposes of this Report on Title, we have relied upon:
- i) Photocopies/typed copy of documents where original documents were not available.
  - ii) Photocopies of the documents provided to us as enlisted in Clause 1 above.
- r. For the purpose of this Report on Title, we have relied upon information relating to lineage as available in the revenue records and as provided by you.
- s. A certificate, determination, notification, report or the like provided by any professional 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 to the contrary in such a document.
- t. Even though this document is titled "Report on Title", it is in fact a report based on the documents we have reviewed. This Report on Title has been provided at the request of the client to whom it is addressed.
- u. This Report on Title is limited to matters related to Indian law alone (as on the date of this Report on Title) and we express no opinion on laws of any other jurisdiction.
8. This Report is addressed to Isprava Luxury Realty Six LLP alone. This Report may not be disclosed, furnished, quoted or relied on by any person or entity other than Isprava Luxury Realty Six LLP for any purpose without our prior written consent. It may however be disclosed or furnished by Isprava Luxury Realty Six LLP as may be





required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.

9. Our liability relating to the services provided in connection with the preparation of this Report on Title shall not exceed fifty percent (50%) of the professional fees paid by Isprava Luxury Realty Six LLP for these services. In no event shall we be liable for any consequential, special, incidental or punitive loss, damage or expense, even if we have been advised of the possibility of such loss, damage or expense.

Dated this 26<sup>th</sup> December 2022.

JRD Legal

  
Ms. Sujai Joshi  
Managing Partner