

SITARAM SINGBAL

ADVOCATE

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Date : 15/05/2023

To,

M/s Sarthak Developers,

Through Managing Partner,

Mr. Rajesh Shivdas Shet Verenkar,

Ponda-Goa.

Sub : **TITLE REPORT AND LEGAL OPINION**

1. **Description of the property under scrutiny:**

All that land marked as Plots. No. 1, No. 8 and No. 9 admeasuring 815 sq. mts., 704 sq. mts. and 3027 sq. mts. respectively in the larger property known by name CHUDJI RAMJI totally admeasuring 14700 sq. mts. wherein the Plot Nos. 1 and 8 are surveyed under Sy. No. 75/2 and Plot No. 9 is surveyed under New survey No. 75/2-B of village Ponda, and which larger property is registered in the Land Registration office of Ilhas under Reg. No. No. 13259 and repeated under No. 13424 of Book B-35 New and enrolled in the taluka revenue office under Matriz No.444.

The above Plots bearing Nos. 1, 8 and 9 for the sake of brevity shall be referred to hereinafter as the “ **Said Plots**”

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I have been handed over the copies of the following documents.

List of documents scrutinised :

- i. Form I & XIV of Survey No. 75/2 and 75/2-B of village Ponda, Goa.
- ii. Copy of Deed of Partition dated 07/11/1988.
- iii. Copy of Deed of Sale dated 31/05/2016.
- iv. Copy of the consent terms and consent decree dated 07/05/2016 passed by the Court of the District Judge-II, North Goa sitting at Ponda, in Regular Civil Appeal No. 106/2011.
- v. Copy of the Deed of Sale dated 04/10/2016.
- vi. Copy of Sanad issued by the Addl. Collector III at Ponda, Goa, under No. CAD3PON12-22-81/173 Dated 28/02/2023.
- vii. Land Registration Certificate of Inscription and land Description of the property described under No. 13259 at page 79 of Book C-22 in the land Registration office of Ilhas Panaji,
- viii. Deed of Sale dated 04/10/2016.
- ix. Nil Encumbrance Certificates from 01/01/1989 to 02/05/2023.

1. Tracing the title of the property :

- a. From the perusal of the above documents it is seen as under :

That there exists the property by name "CHUDJI RAMJI" situated at Curti, taluka Ponda, Goa, within the limits of the Village Panchayat of Curti-Khandepar, admeasuring about 14700 sq. mts. surveyed under Sy. No. 75/2 of village Curti, which is registered in the Land Registration office of Panaji under No. 13259 and repeated under No. 13424 of Book B-35 New and enrolled in the taluka revenue office of Ponda under Matriz No. 444 and is bounded as under :

On the East : By remaining portion of the same property now being possessed by Shri. Krishnanath Baburao Naik and others.

On the West : By Nallah beyond which lies the property of Rei de Sondem

On the North : By the property of Kundoikar

On the South : By a big Nallah.

- b. That the above said larger property was registered in the name of one Vithal Shivram Verenkar.

- c. That upon the death of said Vithal Shivram Verenkar, an Inventory Proceeding was initiated on 28/4/1919 wherein the said property was allotted to four children of late Vithal Shivram Verenkar namely (a) Late Shivram Verenkar (b) Smt. Radhabai Alve (c) Smt. Tulshi Dhume and (d) Late Shambu Verenkar.
- d. That upon death of late Shambu Verenkar who died as a minor, his share in the said property reverted back to his mother Rukmini, widow of late Vithal Verenkar.
- e. That by a Deed of Gift dated 20/09/1957 said Rukmini gifted her half right of $1/4^{\text{th}}$ share in the said property to one Shivram Verenkar which was reverted back to her in view of demise of her minor son.
- f. That the said property was jointly owner thereafter by the following shares i.e. (i) Shivram Verenkar was entitled to $3/8^{\text{th}}$ share (ii) Smt. Rukmini Vithal Verekar was entitled to $1/8^{\text{th}}$ share (iii) Smt. Tulshi Dhume and her husband were entitled to $1/4^{\text{th}}$ share and (iv) Smt. Radhabai Alve and her husband were entitled to $1/4^{\text{th}}$ share in the said property.
- g. That said Rukmini expired leaving behind her son Shivram Verenkar and his wife and two daughters namely Radhabai and Smt. Tulshi and their husbands.
- h. That after the death of Rukmini her $1/8^{\text{th}}$ share in the said property devolved on Shri Shivram Vernkar and two daughters my name Smt Radha bhai and Smt. Tulshi.

- i. That the undivided right in the said property of Smt Radhabai Alve and her husband Jayaram Alve , which was 7/24th share was purchased by late Premanand verekar by a deed of conveyance dated 14/07/1975 and 7/24th undivided right in the said property of Smt. Tulshi and her husband Shantharam Dhume was purchased by Premanand Verekar under a deed of conveyance dated 09/12/1974.
- j. That late Shivram verekar died on 02 I on/04/1977 leaving behind is widow Smt. Saraswatibai Verenkar, his two sons, late Premanand Verekar married to Smt. Shrimati alias Sheilaja Verenkar and Shri. Vithal Verenkar married to Smt. Sandhya Verekar and two daughters, Smt. Kalindi Jairam Bhishe married to Jairam Bhise and Smt. Prafulla Shashikant shirsat married to Shashikant Shirsat.
- k. That late Shivram verekar was entitled to 10/24th share of the said property and after his death his widow Smt. Saraswatibai Vernkar was entitled to 5/24th undivided share of the said property.
- l. That half of the undivided rights of late Shivram Verenkar came to four children i.e. (i)late Premanand (ii) Vithal (iii) Kalindi and (iv) Prafulla.
- m. That Smt. Saraswatibai Verenkar gifted her half of the right i.e. 5/48th right of the said property to Shri Vithal Verenkar by a Deed of Gift dt. 10/8/1977.

- n. That after the said Deed of Gift dt. 10/8/1977 Smt. Saraswatibai Verenkar was entitled to 10/96; late Premanand was entitled to 61/96th; Vithal was entitled to 15/96th; Kalindi, was entitled to 5/96th and Prafulla was entitled to 5/96th share of the said property.
- o. That by Deed of Partition dt. 07/11/1988 entered into between Smt. Saraswatibai Verenkar as Party of the First Part; late Premanand Verenkar with his wife Smt. Shrimati alias Sheilaja Verenkar as Party of the Second Part; Shri Vithal Verenkar with his wife Smt. Sandhya Verenkar as Party of the Third Part,, Smt. Kalindi Bhise with her husband Jairam Bhise as Party of the Fourth Part, and Smt. Prafulla Shirsat with her husband late Shashikant Shirsat as Party of the Fifth part, partitioned the said property between themselves, wherein the Plot No. 1 admeasuring 815 sq. mts. was allotted to Party of the First Part, and Plots bearing Nos. 8 and 9 admeasuring 704 sq. mts. and 3883 sq. mts. respectively were kept in common possession.
- p. That a part of the Plot No. 9 admeasuring 300 sq. mts. was sold to the Mundkar Smt. Laxmi Pandurang Naik under the Goa Mundkar Act as a result of which the area of Plot No.9 has been reduced to 3027.45 sq. mts.
- q. That Smt. Saraswatibai Verenkar expired on 27/6/1990 whereupon her 10/96th share in the said property devolved upon her children namely all the remaining

four parties to the said Deed of Partition i.e. (i) Premanand; (ii) Vithal ;(iii) Kalindi and (iv) Prafulla.

- r. That Shri Shashikant Sirsat husband of Prafulla Shirsat died on 24/5/2013 leaving behind the only son Shri Rudresh Sirsat married to Smt. Shraddha Sirsat.
- s. That late Premanand Shivram Verenkar, husband of Smt. Shrimati alias Sheilaja Verenkar, died on 27/8/2011 leaving behind Shri Vijaykumar Premanand Verenkar married to Smt. Ruby Vijaykumar Verenkar, Smt. Shobha Ramdas Prabhugaunkar, married to Shri Ramdas G. Prabhugaunkar, Smt.Cima Ghanashyam Teli alias Seema G. Teli, married to late Ghanashyam Teli.
- t. That Ghanashyam Teli died on 29/7/2013 leaving behind Ms. Sayali Ghanashyam Teli and Shri Sparsh Ghanashyam Teli as his sole heirs.
- u. That by a Deed of Sale dated 31/5/2016 presented for registration in the Office of Sub-Registrar Ponda under Serial No. 1362/16 on 31/5/2016, Shri Jairam Vassudev Bhise and his wife Smt. Kalindi Jairam Bhise have sold the Plot no.7 and their undivided 2.5/90 share in Plot No. 1 and their undivided 7.5/90 share in Plot No.8 and 9 of the said property and Smt. Prafulla S. Sirsat and her son Shri Rudresh S. Sirsat with his wife Smt. Shraddha Rudresh Sirsat have sold the Plot No.6 and their undivided 2.5/96th share in Plot No. 1 and their undivided 7.5/90th share in Plot No.8 and 9 of the said property to Sarthak Developers.

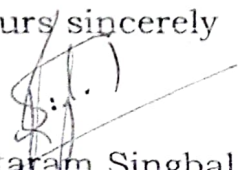
- v. That in terms of the Consent Terms dt. 7/5/2016 between the parties to the Regular Civil Appeal No. 106/2011 in the Court of District Judge-2 North Goa at Panaji Sitting at Ponda, in terms of which the Decree dt. 7/5/2016, passed by the said Court, the respondents in the said Regular Civil Appeal No. 106/2011 namely the legal representatives of late Gajanan G. Naik are entitled to be sold a portion of the said property admeasuring 2082 sq. mts. corresponding to Plot Nos. 6, 7 and 8 of the said property.
- w. That under a Deed of Sale dated 04/10/2016 registered in the office of the Sub-Registrar of Ponda, Goa under Reg. No. 2675/16 at pages 96 to 141 of Book No I Volume No. 3281 dated 27/10/2016, M/s Sarthak Developers purchased from its erstwhile owners their remaining undivided shares in the said Plot No. 1, 8 and 9.
- x. That said Sarthak Developers is in peaceful possession of the Plots No. 1, 8 and 9 since its date of purchase.
- y. That from the conversion Sanad produced it is observed that the Plot No. 9 has been partitioned and given a new survey No. 75/2-B admeasuring an area of 2704 sq. mts. which has been granted conversion sanad for non-agricultural use.
- z. That from the Nil Encumbrances Certificates produced it can be seen that there are no encumbrances on the said Plots.

2. Legal opinion :

From the scrutiny of the above documents, it is observed as under :

- i. That as per documents listed above, the link in the chain of title to the Plots Nos. 1, 8 and 9 in survey No. 75/2 and 75/2-B of village Curti, in taluka Ponda, Goa has been properly established and the said Plots have been validly and legally transferred in the name of M/s Sarthak Developers, a Partnership Firm, having its place of business at Ponda, Goa, who is the present owner in possession of the said Plots.
- ii. The documents pertaining to the approvals and conversion of the said area shows that an area admeasuring 2704 sq. mts. of Plot No. 9 under Sy. No. 75/2-B has been approved for non-agricultural use.
- iii. Therefore, I am of the considered opinion that M/s Sarthak Developers, a Partnership Firm, having its place of business at Ponda, Goa, has clear and marketable title to the said Plots without any encumbrances and appropriate amount deemed fit subject to valuation of the said Plots may be advanced as loan in exchange of the Mortgage of the said Plots.

Yours/ sincerely


Sitaram Singbal

Advocate