

JAGANNATH .J. MULGAONKAR*ADVOCATE*

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DELMON,

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Date: 06/08/2020

OPINION OF TITLE

This opinion of title is issued at the request of **MR. DAMODAR CHANDRAKANT KARAPURKAR**, son of Chandrakant Karapurkar, age 55 years , Businessman, proprietor of CITYSCAPE DEVELOPERS , resident of H.no3/4601,Fatorda ,Margao,Goa.

DESCRIPTION OF PROPERTY:**SCHEDULE I****(OF THE SAID PROPERTY)**

All that property known as “ JAPAO” wherein there are three houses bearing house no. 11/24, 25 and 26 situated at Panaji, Taluka and sub district of Panaji , district of North Goa not described in the Land Registration office and described in the land revenue office corresponding to one fifth of matríz no 988 having an area of 683 sq.mts surveyed under

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chalta no. 80A, 81, 82 , 83,84,85 , 86 and 87 of P.T.Sheet no. 61 of city survey of Panaji and bounded as under:

To the East: By Hotel Keni and Kadamba
Apartments;

To the West: By Swami Vivekananda Road

To the North: By Akbarally Building and Gujrat
Lodge

To the South: By Crystal Apartments, VisnumBorcar
and Karapurcar

DOCUMENTS PRODUCED BEFORE ME:

1. Form D documents corresponding to chalta no. 80A, 81, 82 , 83,84,85 , 86 and 87 of P.T.Sheet no. 61 of city survey of Panaji.
2. Survey Plan of property bearing chalta no. 80A, 81, 82 , 83,84,85 , 86 and 87 of P.T.Sheet no. 61 of city survey of Panaji.
3. Will dated 23/08/2000 LaxmibaivencatexaNaiqueBatcar
4. Will dated 23/08/2000 VencatexaNarainaNaiqueBatcar
5. Deed of Consent dated 23/08/2000.
6. Deed of Succession 02/01/2018 recorded at Folio 82 to 84 of Book no. 733 sub -registrar of Ilhas.
7. Deed of Sale and Acquittance dated 25/06/1928
8. letter dated 06/07/2020

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9. letter dated 08/07/2020

10. Marriage certificate of Mr.Damodar Chandrakant

Karapurkarand Mrs. Rakhi DamodarKarapurkar

FLOW OF TITLE

It can be seen from the above documents that there exists a property known as " JAPAO" wherein there existed three houses bearing house no. 11/24, 25 and 26 situated at Panaji, Tiswadi taluka and sub district of Panaji , District of North Goa not described in the land registration office and described in the Land Revenue office corresponding to one fifth (1/5TH) of Matriz no 988 having an area of 683 sq.mts surveyed under Chalta no. 80A, 81, 82 , 83, 84, 85, 86 and 87 of P.T.Sheet no. 61 of Panaji city , which is more particularly described in Schedule I and hereinafter referred to as the " Said Property ".

The Said Property was purchased by Mr. Vencatexa Narana Naique Batcar by Deed dated 25/06/1928. Mr. Vencatexa Narana Naique Batcar and Mrs. Laxmibai Vencatexa Naique Batcar, later married under the regime of communion of Assets became owners of the said property.Mr. Vencatexa Narana Naique Batcar and his wife Laxmibai Vencatexa Naique Batcar, were parents of VENDORS No.1,12,17,19 and 21 and parents in law of VENDORS No. 18,20, and 22 and grandparents of VENDORS No. 13 and 15 and grandparents-in-law of VENDORS No.14 and 16 in the Deed of Sale dated Deed of conveyance dated 22/11/2019.

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The said Laxmibai Vencatexa Naique Batcar expired on 28/12/2000 and her husband Vencatexa Narana Naique Batcar expired on 05/09/2010 and both the deceased persons have executed wills dated 23/08/2000 and Deed of Consent dated 23/08/2010 before the Civil Registrar cum Sub Registrar at Panaji whereby the "said property" was exclusively allotted to the VENDOR NO. 19.

The said two wills executed by the said two deceased parents are inherently defective having exceeded their respective disposable quota and are legally unsustainable.

It is seen from the Deed of conveyance dated 22/11/2019, registered at Book 1 registration letter PNJ-1-2394-2019 ON 22/11/2019 BEFORE THE SUB - REGISTRAR OF Panaji. that VENDOR No.19 and his spouse VENDOR No. 20 having due regard to the law on the subject acknowledged and admitted that by the said two wills they have acquired undivided right, title and interest only to the half of the "said property" and the remaining half belongs to all the children left behind by the said two deceased parents.

The marriage between VENDOR NO. 20 and is the wife of VENDOR NO.19 is governed under the law of communion of assets which is in force in Goa.

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It is seen from the said Deed of conveyance and sale that all vendors have admitted and acknowledged that VENDORS No. 19 and 20 are the owners and title holders of half undivided right, title and interest in the "said property" and the remaining undivided right, title and interest has devolved upon all heirs of the said two deceased parents including the VENDORS No. 19 and 20.

It is seen from the Agreement for Sale dated 29/01/2019 executed between the VENDOR NO. 1, VENDOR NO. 12-22 and late Mr. CAMLACANTA GURUNATA DALAL alias KAMLAKANT GURUNATH DALAL and which agreement was duly registered in the Office of the Sub Registrar of Panaji at Document Serial No. 2019-PNJ-153 at Book 1 Document Registration No. PNJ-1-143-2019 on 29/01/2019, pursuant to which the Purchaser was given possession of the said property and the right to demolish the existing buildings and to construct a multi-storied by the name of "**Laxmi-Towers**" comprising of shops, offices and apartments.

It is seen that subsequently, the PURCHASER has taken possession of the land and houses on 29/01/2019 and thereafter demolished the existing structures in the said property and commenced the work for construction of the building therein.

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Subsequently on 02.02.2019 date late MR. CAMLACANTA GURUNATA DALAL alias KAMLAKANT GURUNATH DALAL expired without leaving any Will or any descendants and therefore by virtue of Deed of Succession dated 16/10/2019 executed and registered before the Sub-Registrar of Panaji, at book 742 at page 33V onwards the VENDORS NO. 2-11 have been declared to be the Universal Legal heirs of the said deceased.

It is seen that although in the agreement dated 29/01/2019 the VENDOR No. 1 and Late KAMLAKANT GURUNATH DALAL were to be paid their consideration in kind by way of units mentioned in SCHEDULE V to the said agreement, the VENDOR No.1 and the VENDORS No. 2-11 were paid in monetary terms instead of construction units in the said Deed of conveyance dated 22/11/2019 and therefore VENDORS No. 1-11 thereby transferred their undivided share in the property to the PURCHASER for consideration of Rs. 41,12,800/- which is paid to VENDOR No. 1-11 in the manner stated in the said Deed.

By Deed of Conveyance dated 22/11/2020, the VENDORS as the exclusive owners of the said property have transferred undivided right, title and interest to the extent of 385.40 sq.mts in the said property to Damodar Chandrakant Karapurkar.

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Pursuant to the said Deed of conveyance dated 22/11/2019, the Purchaser, Damodar Chandrakant Karapurkar acquired undivided right, title and interest to the extent of 385.40 sq.mts in the said property, which corresponding to units SH1, 101, 102, 201, 202, 203, 206, 301, 302, 303, 306, 401, 402, 403, 501, 502, 503, 504 and 505 in the proposed building which are more particularly in schedule Vb of the said Deed. The remaining undivided share of 297.60 sq.mts is allotted to the vendors as their consideration under the said Deed. The Damodar Chandrakant Karapurkar has therefore become the exclusive owner in possession of the 385.40sq.mts. undivided share in the said property, along with the right to sell all corresponding SH1, 101, 102, 201, 202, 203, 206, 301, 302, 303, 306, 401, 402, 403, 501, 502, 503, 504 and 505 in the proposed building which are more particularly in schedule Vb of the said Deed, on signing of the Deed of Conveyance and Sale.

It is seen that the Deed of Conveyance and Sale specifically states that it shall override and supersede all clauses and conditions contrary thereto which were contained in Agreement dated 29/1/2019.

It is seen from the marriage certificate that Mr. Damodar Chandrakant Karapurkar is married to Mrs. Rakhi DamodarKarapurkar under the regime of communion of assets applicable to the state of Goa.

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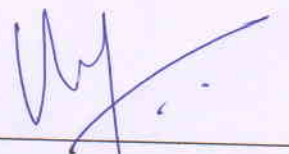
It is seen from letter dated 08/07/2020 issued by Mamlatdar of Tiswadi, in response to letter dated 06/07/2020 seeking a copy of Matríz no. 988, that the same cannot be issued as the records are spoiled/mutilated and unavailable. In view of the settled position of law (*ref. Fabrica Da Igreja De N.S. De vs Union of India 1995 (1) BomCR 588*) that Matríz is not an ownership document, I have proceeded to give my opinion in the absence of the same.

By virtue of the said Deed of conveyance dated 22/11/2019, the Purchaser, Damodar Chandrakant Karapurkar has acquired undivided right, title and interest to the extent of 385.40 sq.mts in the said property, which corresponding to units SH1, 101, 102, 201, 202, 203, 206, 301, 302, 303, 306, 401, 402, 403, 501, 502, 503, 504 and 505 in the proposed building which are more particularly in schedule Vb of the said Deed. It is seen that as per the Deed the Purchaser is entitled to sell each of the said units mentioned in SCHEDULE Vb of the said Deed to any third party and the VENDORS have expressly consented to the same.

Conclusion :

On perusal of the above documents I am of the opinion that Mr. Damodar Chandrakant Karapurkar married to Mrs. Rakhi Damodar Karapurkar are the exclusive owners of the said undivided right, title and interest to the extent of 385.40 sq.mts in the said property, which corresponding to units

SH1, 101, 102, 201, 202, 203, 206, 301, 302, 303, 306, 401, 402, 403, 501, 502, 503, 504 and 505 in the proposed building which are more particularly in schedule Vb of the said Deedand have clear and marketable to units SH1, 101, 102, 201, 202, 203, 206, 301, 302, 303, 306, 401, 402, 403, 501, 502, 503, 504 and 505 which correspond to the share of 385.40 sq.mts in the said property, subject to obtaining occupancy certificate and relevant compliances under Real Estate (Regulation and Development) Act, 2016.



(Jagannath .J. Mulgaonkar)

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