

SOMNATH B.KARPE

Advocate

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To,
RAJDEEP BUILDERS,
Office at Office No. 202, 2nd floor,
Mathias Plaza, Above Canara Bank,
18th June Road, Panaji Goa.

TITLE REPORT

Sir,

Subject: Title Report in respect of plot identified as Plot No. 8 admeasuring 7320 sq.mtrs., forming part of the larger property known as "PREDIO PALMAR CABECA" alias "CABECA" also known as "BHOKRE BHAT" identified as Lote 'A' situated at Santa Cruz, within the limits of Village Panchayat of Santa Cruz, Taluka of Tiswadi, Sub District of Ilhas, District of North, State of Goa. The said larger property known as "PREDIO PALMAR CABECA" alias "CABECA" also known as "Bhokre Bhat" identified as Lote 'A' is surveyed in the records of right under Survey No. 5/1 and 6/1 of Village Cujira and under Survey No. 110/1 and 111/1 of Village Calapor.



I. DESCRIPTION OF THE LARGER PROPERTY :

ALL THAT part and parcel of the property known as "**PREDIO PALMAR CABECA**" alias "**CABECA**" also known as "**BHOKRE BHAT**" identified as Lote 'A' situated at Santa Cruz, within the limits of Village Panchayat of Santa Cruz, Taluka of Tiswadi, Sub District of Ilhas, District of North, State of Goa. The said larger property "**PREDIO PALMAR CABECA**" alias "**CABECA**" also known as "**BHOKRE BHAT**" as per the survey records promulgated under the provisions of Land Revenue Code 1968 came to be surveyed under Survey No. 5/1 and 6/1 of Village Cujira and under Survey No. 110/1 and 111/1 of Village Calapor. The larger property being one half of the property was earlier described in the Land Registration office of Ilhas Taluka under no. 7324 of Book No. B-19 identified as Plot A which is now described in the Land Registration office of Ilhas Taluka under no. 15191 at page 50 of Book B-40 New. The said half disannexed from the property described under no. 7324 forms an distinct and independent property and is registered in the Land Revenue record bearing Matriz no. 83, 84, 88, 278, 328 of Village Calapor and under nos. 1 and 2 of Village Cujira, totally admeasuring an area of 2,11,944 sq. mts, and partly surveyed under Survey No. 110/1 and 111/1 of Village Calapor and Survey No. 5/1 and 6/1 of Cujira Village. The Said Larger Property is bounded as under :-

EAST : By the rain water drain, the plot "Horta de Mangueiral" of Ludovico Xavier Maureao and now of Francisco Cosme Matias Anjos Xavier Ribeiro Soares of Cujira and slopes of the hillock of "Colegio de Choro" and now of Remedio Santana de Souza of Cujira.

WEST : By the Plot B.

NORTH : By the same Plot B, plot valley drain, the annexed plot of Antonio Botelho of Santa Cruz and the said "Horta de Mangueiral".

SOUTH : By the Plot B, way that goes to Nauxim and hillock Gilmando of the Comunidades of Cujira and Calapor.

DESCRIPTION OF THE SAID PLOT.

All that part and parcel of the plot of the property identified as Plot No. 8 admeasuring 7320 sq.mtrs., forming part of the Said Larger Property known as "**PREDIO PALMAR CABECA**" alias "**CABECA**" also known as "**BHOKRE BHAT**" identified as **Lote 'A'** situated at Santa Cruz, within the limits of Village Panchayat of Santa Cruz, Taluka of Tiswadi, Sub District of Ilhas, District of North, State of Goa and surveyed in the records of right under Survey No. 5/1 and 6/1 of Village Cujira and under Survey No. 110/1, and 111/1 of Village Calapor. The SAID PLOT No. 8 admeasuring 7320 sq.mtrs. as per the sub division planis bounded as under:-

NORTH : By National Highway 66-A.

SOUTH : By 8 mtrs wide internal road.

EAST : By open space of Sub-division property.

WEST : By existing building No. 6 & 7 of Kenkre Estate in Survey No. 6 of Cujira Village.



II. DESCRIPTION OF DOCUMENTS:

I have examined the following photocopy of the documents which are valid as per the prevailing laws :-

- i. Certificate of Inscription along with its true English translation.
- ii. Certificate Description along with its true English translation.
- iii. Deed of Gift dated 30/09/1925, drawn up before the Notary of Judicial Division of Ilhas, Francisco Xavier Teodoro de Miranda recorded in his Book of Notes *No. 169 at folio 69 onwards.*
- iv. Instrument of Relinquishment drawn up on 08/10/1970 in the Judicial Court of Ilhas Judicial Division through the 1st Office of the Clerk.
- v. Deed of Partition dated 30/11/1970, registered before the Office of the Sub Registrar of Ilhas at Panaji under No. 42 at pages 342 to 364 in Book No. I, Volume No. 48 on 23/01/1971.
- vi. Deed of Sale dated 02/01/1973, registered before the Office of Sub-Registrar of Ilhas under No. 37 at pages 93 to 104 in Volume No. 71 on 19/01/1973.
- vii. Deed of Sale dated 19/03/1980, registered before the Sub-Registrar of Ilhas under No. 373 at page 337 to 346 in Book No. I, Volume No. 150 on 06/10/1980.
- viii. Deed of Partition dated 06/12/1990, duly registered in the Office of Sub Registrar of Ilhas under Registered No. 664/91, Book No. I, Vol. 140 dated 06/7/1991.
- ix. Deed of Succession dated 22/01/1983 came to be drawn in the Office of Sub Registrar and Notary Ex-Officio, Panaji at Ilhas Goa drawn in Book No. 617 at page 31 onwards.

- x. Deed of Succession dated 28/04/2016 came to be drawn in Book No. 728 at page 35v onwards dated 16/08/2016.
- xi. NOC dated 07/10/2013 issued by the Village Panchayat of Santa Cruz.
- xii. Technical Clearance Order dated 23/09/2013 issued by the Town and Country Planning Department, Panaji Goa along with Sub Division Plan.
- xiii. Form I & XIV of Survey No. 110/1 & 111/1 of Calapur Village and 5/1 and 6/1 of Cujira Village.
- xiv. Survey Plan of Survey No. 110/1 & 111/1 of Calapur Village and 5/1 and 6/1 of Cujira Village.
- xv. Form III of Survey No. 110/1 & 111/1 of Calapur Village and 5/1 and 6/1 of Cujira Village.
- xvi. Nil Encumbrance Certificate dated 25.12.2020 to 22-06-2023.
- xvii. Deed of Succession dated 18/10/2022.
- xviii. Gift Deed dated 05/05/2023.
- xix. Gift Deed dated 08/05/2023.
- xx. Joint Development Agreement dated 20/06/2023.
- xxi. Approved Plan

III. FLOW OF TITTLE:

- A. There exists a property known as **“PREDIO PALMAR CABECA”** alias **“CABECA”** also known as **“BHOKRE BHAT”** identified as **Lote ‘A’** situated at Santa Cruz in the Taluka of Tiswadi, Sub-District of Ilhas, in the State of Goa, the said entire property being one part of the property earlier described in the Land Registration office of Ilhas Taluka under No. 7324 of Book No. B-19 and identified as Plot A which is now described in the Land Registration Office of Ilhas Taluka

under No. 15191 at page 50 of Book B-40 New. The said half disannexed from the property described under No. 7324 forms an distinct and independent property and is registered in the Land Revenue record bearing Matriz No. 83, 84, 88, 278, 328 of Village Calapor and under Nos. 1 and 2 of Village Cujira, totally admeasuring an area of 2,11,944 sq. mts. Upon promulgation of survey records in terms of the Land Revenue Code 1968, the said larger property came to be surveyed under Survey No. 110/1 and 111/1 of Village Calapor of Tiswadi Taluka and Survey No. 5/1 and 6/1 of Cujira Village, and shall herein after be referred to as the **“SAIDLARGERPROPERTY”**.

B. The perusal of the Certificate of Inscription bearing No. 13725 reveals that the said larger property was originally owned and possessed by one Shri. FotuBabu Sinai Quencro who acquired right to the said larger property by virtue of a Public Deed dated 23/06/1924 drawn up before the Notary Public Theodoro de Miranda and recorded in his books one hundred and sixty at page twenty overleaf, by virtue of which the said larger property came to be partitioned by metes and bounds. The said deed came to be executed between Shri. FotuBabu Sinai Quencro in the status of widower and his brother and sister in law VencetexaBabu Sinai Quencro and Crisnabai. By virtue of the said Public Deed dated 23/06/1924, the said larger property which came to be identified as Lote Acame to be exclusively allotted to said Shri. FotuBabu Sinai Quencro.

C. That in pursuance of the said allotment, by virtue of the said Public Deed dated 23/06/1924 referred to above, the said larger property came to be inscribed in the Land Registration

Office of Ilhas under Inscription No. 13725 in favour of Shri. FotuBabu Sinai Quencro.

- D. That by Deed of Gift dated 30/09/1925, drawn up before the Notary of Judicial Division of Ilhas, Francisco Xavier Teodoro de Miranda recorded in his Book of Notes No. 169 at folio 69 onwards, said Shri. FotuBabu Sinai Quencro, on account of his free and disposable quota, inter alia gifted the said larger property to his son Shri. Bhalchandra Fatu Kenkre alias Balchondra Fottu Sinai Quencro alias Xembu Fotu Sinai Quencro or Xembu Sinai Quencro alias Balchondra commonly known as Xembu Sinai Quencro (Hereinafter referred to as '**Shri. Bhalchandra Fatu Kenkre**'). The said Deed of Gift dated 30/09/1925 was executed inter alia with the clause that the Donee namely Shri. Bhalchandra Fatu Kenkre shall not be entitled to communicate and gift the said property to his wife and further with a condition that the said gifted property if not sold by said Shri. Bhalchandra Fatu Kenkre during his lifetime, shall be transmitted to his male children only whom he is surviving.
- E. That upon the death of said Shri. FotuBabu Sinai Quencro, an Inventory Proceedings amongst minors came to be filed in the Court of Judicial Court of Ilhas, Judicial Division through the clerk of third office. In the said Inventory Proceedings, upon consideration of the said Deed of Gift dated 30/09/1925, the said gifted properties came to be exclusively allotted to said Shri. Bhalchandra Fatu Kenkre (as is found recorded in the Deed of Partition dated 30/11/1970).



F. The said Shri. Bhalchandra Fatu Kenkre was married to Smt. Ramabai Sinai Quencro alias RamabaiBalchondra Kenkre alias Ramabai Kenkre under the regime of communion of assets prevailing in the State of Goa.

G. The said Shri. Bhalchandra Fatu Kenkre expired on 28/07/1970 leaving behind as his moiety holder his widow Smt. Ramabai Sinai Quencro alias RamabaiBalchondra Kenkre alias Ramabai Kenkre and as his sole and universal heirs his seven sons and three daughters namely :-

a) Shri. UmakantBhalchandra Kenkre alias UmacantaBalchondra Sinai Quencro married to Smt. DurgabaiUmacantaQuencro alias DurgabaiUmakant Kenkre.

b) Shri. Fatu Bhalchandra Kenkre alias Fotu Sinai Quencro married to Smt. VanashribaiFotu Sinai Quencro alias Vanashribai Fatu Kenkare.

c) Shri. TrimbakBhalchandra Kenkre alias TrimbocaBalchondra Sinai Quencro married to Smt. Carol Ann Trimbak Kenkre.

d) Shri. Diwakar Bhalchandra Kenkre alias DivacarBalchondra Sinai Quencro alias Divakar BhalchandraKenkare married to Smt. Elizabeth Brinkman Kenkare.

e) Shri. ShrikrishnaBhalchandra Kenkre alias SricrisnaBalchondra Sinai Quencro married to Smt. AnusuyabaiShrikrishnaKenkare.

f) Shri. Shripad Bhalchandra Kenkre alias ShripadaBalchondra Sinai Quencro married to Smt. Dolores Cristina SripadaQuencro.

- g) Shri. Rajendra BhalchandraKenkare alias Rajendra Balchondra Sinai Quencro married to Smt. Jayce Elizabeth Kenkre.
- h) Smt. XantabaiQuencro alias AmicabaiDulbaNaique Pratap Rau PrimeiroSardesai married to Shri. DulbaXivajiNaique Pratap Rau PrimeiroSardesai.
- i) Smt. Anandibai Sinai Quencro alias BhalchandraTilway alias AnandiBalchandraAnantbhat married to Shri. Bhalchandra Laxman Anantbhat.
- j) Smt. Latabai Sinai Quencro alias Lata PracashTimblo alias LatabaiPracashCamotimTimblo married to Shri. PracashVencatexaCamotimTimblo.

H. By virtue of an Instrument of Relinquishment drawn up on 08/10/1970 in the Judicial Court of Ilhas Judicial Division through the 1st Office of the Clerk, the said three daughters of late Shri. Bhalchandra Fatu Kenkre namely Smt. XantabaiQuencro alias AmicabaiDulbaNaique Pratap Rau PrimeiroSardesai and her husband Shri. DulbaXivajiNaique Pratap Rau PrimeiroSardesai, Smt. Anandibai Sinai Quencro alias BhalchandraTilway alias AnandiBalchandraAnantbhat and her husband Shri. Bhalchandra Laxman Anantbhat and Smt. Latabai Sinai Quencro alias Lata PracashTimblo alias LatabaiPracashCamotimTimblo and her husband Shri. PracashVencatexaCamotimTimblorelinquished, repudiated and or ceded their right, title and interest to the inheritance of their late father Shri. Bhalchandra Fatu Kenkre in favour of their other co-heirs as such the above referred seven sons of late Bhalchandra Fatu Kenkre acquired right, title and interest to the said Larger Property in equal shares.



- I. By virtue of Deed of Partition dated 30/11/1970, executed between the widow of Shri. Bhalchandra Fatu Kenkre namely Smt. Ramabai Sinai Quencro alias RamabaiBalchondra Kenkre alias Ramabai Kenkre and his above referred seven sons, the said larger property came to be partitioned in the proportion of one seventh share each and each share corresponding to 1/7th came to be allotted to the afore referred seven male heirs of late Shri. Bhalchandra Fatu Kenkre. The said Deed of Partition dated 30/11/190 is registered before the Office of the Sub Registrar of Ilhas at Panaji under No. 42 at pages 342 to 364 in Book No. I, Volume No. 48 on 23/01/1971.
- J. By Deed of Sale dated 02/01/1973, registered before the Office of Sub-Registrar of Ilhas under No. 37 at pages 93 to 104 in Volume No. 71 on 19/01/1973, Shri. TrimbocaBalchondra Sinai Quencro alias Trimbak Kenkre alias TrimbakBhalchandra Sinai Kenkre i.e. son of said Balchandra Kenkre along with his wife Smt. Carol Ann Trimbak Kenkre sold and or transferred their undivided one seventh share in respect of the said larger property in favour of Smt. Vanashri Fatu Kenkre alias VanashribaiFotu Sinai Quencro alias Vanashribai Fatu Kenkare, Shri. UmakantBhalchandra Kenkre alias UmacantaBalchondra Sinai Quencro and his wife Smt. Durgabaialias Durga Umakant Kenkre alias DurgabaiUmacantaQuencroalias DurgabaiUmakant Kenkreand Shri. Rajendra BhalchandraKenkare alias Rajendra Balchondra Sinai Quencro.



K. By another Deed of Sale dated 19/03/1980, registered before the Sub-Registrar of Ilhas under No. 373 at page 337 to 346 in Book No. I, Volume No. 150 on 06/10/1980, Shri. Shripad Bhalchandra Kenkre alias ShripadaBalchondra Sinai Quencro and his wife Smt. Dolores Cristina SripadaQuencro, Shri. ShrikrishnaBhalchandra Kenkre alias SricrisnaBalchondra Sinai Quencro and his wife Smt. AnusuyabaiShrikrishnaKenkare, Shri. Diwakar Bhalchandra Kenkre alias DivacarBalchondra Sinai Quencro alias Divakar BhalchandraKenkare and his wife Elizabeth Brinkman Kenkare, Shri. Rajendra BhalchandraKenkare alias Rajendra Balchondra Sinai Quencro and his wife Smt. Jayce Elizabeth Kenkre, sold and or transferred their undivided right, title and interest in the said larger property in favour of Shri. Fatu Bhalchandra Kenkre alias Fotu Sinai Quencro and his wife Smt. Vanashri Fatu Kenkre alias VanashribaiFotu Sinai Quencroalias Vanashribai Fatu Kenkare and Shri. UmakantBhalchandra Kenkre alias UmacantaBalchondra Sinai Quencro and his wife Smt. Durgabaialias Durga Umakant Kenkre alias DurgabaiUmacantaQuencroalias DurgabaiUmakant Kenkre.

L. As such by virtue of the above said Deeds, namely Deed of Sale dated 02/01/1973 and Deed of Sale dated 19/03/1980,said Shri. UmakantBhalchandra Kenkre alias UmacantaBalchondra Sinai Quencroand his wife Smt. Durgabai alias Durga Umakant Kenkre alias DurgabaiUmacantaQuencroalias DurgabaiUmakant Kenkre and said Shri. Fatu Bhalchandra Kenkre alias Fotu Sinai Quencroand his wife Smt. Vanashri Fatu Kenkre alias VanashribaiFotu Sinai Quencro alias Vanashribai Fatu

Kenkareacquired absolute right, title and interest in equal proportion to the Said Larger Property.

M. Said Shri. Fatu Bhalchandra Kenkre alias Fotu Sinai Quencro expired on 11/12/1982 and upon his death a Deed of Succession dated 22/01/1983 came to be drawn in the Office of Sub Registrar and Notary Ex-Officio, Panaji at Ilhas Goa drawn in Book No. 617 at page 31 onwards, wherein it came to be declared that said Shri. FotuBalchandra Kenkre alias FotuBalchandra Sinai Quencro expired on 11/12/1982 leaving behind as moiety holder and his widow said Smt. Vanashri Fatu Kenkre alias VanashribaiFotu Sinai Quencro alias Vanashribai Fatu Kenkare and as the sole and universal heirs his only son namely Shri. Nitin Fatu Kenkre married to Smt. Pratibha Nitin Kenkre.

N. By a Deed of Partition dated 06/12/1990, duly registered in the Office of Sub Registrar of Ilhas under Registered No. 664/91, Book No. I, Vol. 140 dated 06/7/1991, interaliaexecuted between Shri. UmakantBhalchandra Kenkre alias UmacantaBalchondra Sinai Quencro, and his wifeSmt. Durgabai alias Durga Umakant Kenkre alias DurgabaiUmacantaQuencro alias DurgabaiUmakant Kenkre, Smt. Vanashri Fatu Kenkre alias VanashribaiFotu Sinai Quencroalias Vanashribai Fatu Kenkare,Shri. Nitin Fatu Kenkre and others, the said property forming part of the property bearing Survey No. 5/1 and 6/1 of Village Cujira and Survey No. 110/1 and 111/1 of Village Calaporinteralia came to be allotted to Shri. UmakantBhalchandra Kenkre alias UmacantaBalchondra Sinai Quencro, and his wife Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai

Umacanta Quencro alias Durgabai Umakant Kenkre, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkre, Shri. Nitin Fatu Kenkre.

- O. That said Shri. Umakant Bhalchandra Kenkre alias Umacanta Balchondra Sinai Quencro expired on 09/08/2009 and upon his death a Deed of Succession dated 28/04/2016 came to be drawn in Book No. 728 at page 35v onwards dated 16/08/2016, wherein it came to be declared that said Shri. Umakant Bhalchandra Kenkre expired leaving behind as his moiety holder and his wife said Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre and as sole and universal heirs his two children namely Dr. Sunil Umakant Kenkre married to Mrs. Seema Sunil Kenkre and said Dr. Sandeep Umakant Kenkre married to Dr. Ashwini Sandeep Kenkre.
- P. That somewhere in the year 2013, said Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Dr. Sandeep Umakant Kenkre, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkre, Shri. Nitin Fatu Kenkre with an intention to develop the balance portion of the Said Larger Property, applied for permission from Town and Country Planning Department, Panaji Goa and Village Panchayat of Santa Cruz for sub division of the said balance area into various sub divided plots. The Town and Country Planning Department, Panaji Goa vide Technical Clearance Order dated 23/09/2013, granted approval for sub-division and the Village Panchayat of Santa Cruz vide Final NOC dated 07/10/2013, granted NOC

for sub-division of the said balance portion of the said larger property into various plots and one of such Plot is identified as Plot No. 8, admeasuring **7320** sq. mts which shall herein after be referred to as the "**SAID PLOT**". The said Plot is bounded as under:-

NORTH : By National Highway 66-A.

SOUTH : By 8 mtrs wide internal road.

EAST : By open space of Sub-division property.

WEST : By existing building No. 6 & 7 of Kenkre Estate in Survey No. 6 of Cujira Village.

Q. As such, the Said Plot which forms part of the Said Larger Property by virtue of the documents referred to above, came to be devolved in favour of Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkre, Shri. Nitin Fatu Kenkre married to Smt. Pratibha Nitin Kenkre to the proportion of 50% undivided share and the balance 50% of undivided share of the Said Plot came to be devolved unto the moiety holders / heirs of Shri. Umakant Bhalchandra Kenkre alias Umacanta Balchondra Sinai Quencro namely Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre married Mrs. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre married to Dr. Ashwini Sandeep Kenkre, as such the above referred persons became the exclusive owners in possession in respect of the Said Plot.

R. That said Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre

expired on 24/02/2022. Upon her death Deed of Succession dated 18/10/2022, recorded at Folio 138 to 143 Book No. 756, drawn before Civil Registrar Cum Sub Registrar, Special Notary, Tiswadi Taluka, Panaji Goa by virtue of which Dr. Sunil Umakant Kenkre and his wife Mrs. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre and his wife Dr. Ashwini Sandeep Kenkre, as declared as her sole and universal heir.

- S. That vide Deed of Gift dated 05/05/2023, registered before the Civil Registrar Cum Sub Registrar Tiswadi, bearing Registration No. PNJ -1-1316-2023, Book 1, dated 08/05/2023, said Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkre, gifted her half of the undivided share in the SAID PLOT, which corresponds to 12.5% in the SAID PLOT, to her granddaughter namely Miss Rhea Nitin Kenkre.
- T. That vide Deed of Gift dated 08/05/2023, registered before the Civil Registrar Cum Sub Registrar Tiswadi, bearing Registration No. PNJ-1-1332-2023, Book 1, dated 09/05/2023, said Dr. Sandeep Umakant Kenkre and his wife Dr. Ashwini Sandeep Kenkre, gifted their entire undivided share in the Said Plot, which corresponds to 25% of the Said Plot, to their only daughter Miss Namrata Sandeep Kenkre.
- U. As such the right, title, interest in the Said Plot devolved in favour of Sunil Umakant Kenkre, Mrs. Seema Sunil Kenkre, Miss Namrata Sandeep Kenkre, Miss Rhea Nitin Kenkre, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro

alias Vanashribai Fatu Kenkare, Shri. Nitin Fatu Kenkre and Smt. Pratibha Nitin Kenkre, who as absolute owner thereof and in exercise of their proprietary rights they have entered into an Joint Development Agreement and entrusted the development rights to one **Rajdeep Builders**, a Proprietorship Firm, having registered office at Office No. 202, 2nd floor, Mathias Plaza, Above Canara Bank, 18th June Road, Panaji Goa represented through its sole proprietor Mr. Rajesh Tarcar. In terms of the said Agreement dated 20/06/2023, said Rajdeep Builders is empowered to develop Said Plot by constructing multi storied building and in terms of the said development agreement 41% of developed area in teh Said Plot is agreed to be allotted to the above referred owners, and balance 59% is agreed to be allotted to the owners.

- V. From the perusal of Nil Encumbrance dated 25.12.2020 to 22-06-2022, it appears that the SAID PLOT identified as Plot No. 8 admeasuring 7320 is free from encumbrances, charge, lien and or defect in title.

IV. OPINION:

Considering the documents referred to above, I am of the considered opinion that said Sunil Umakant Kenkre, Mrs. Seema Sunil Kenkre, Miss Namrata Sandeep Kenkre, Miss Rhea Nitin Kenkre, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare, Shri. Nitin Fatu Kenkre and Smt. Pratibha Nitin Kenkre are the absolute owners in respect of the SAID PLOT identified as Plot No. 8, admeasuring 7320 sq.mtrs., forming part of the Said Larger Property known as **"PREDIO PALMAR CABECA" alias "CABECA" also**

known as "BHOKRE BHAT" identified as **Lote 'A'** situated at Santa Cruz, within the limits of Village Panchayat of Santa Cruz, Taluka of Tiswadi, Sub District of Ilhas, District of North, State of Goa and surveyed in the records of right under Survey No. 5/1 and 6/1 of Village Cujira and under Survey No. 110/1 and 111/1 of Village Calapor, have clear, valid, absolute and marketable title and in exercise of its proprietary rights and by the virtue of the Joint Development Agreement dated 20/06/2023, entered between Sunil Umakant Kenkre, Mrs. Seema Sunil Kenkre, Miss Namrata Sandeep Kenkre, Miss Rhea Nitin Kenkre, Smt. Vanashri Fatu Kenkre alias VanashribaiFotu Sinai Quencro alias Vanashribai Fatu Kenkare, Shri. Nitin Fatu Kenkre and Smt. Pratibha Nitin Kenkre and **Rajdeep Builders**, a Proprietorship Firm, having registered office at Office No. 202, 2nd floor, Mathias Plaza, Above Canara Bank, 18th June Road, Panaji Goa represented through its sole proprietor Mr. Rajesh Tarcar, the development rights in respect of Said Plot has been exclusively allotted to Rajdeep Builders, in terms of the said agreement as agreed between the parties 41% of the constructed portion in the Said Plot, shall stand allotted to the owners and 59% of the constructed portion, shall stand allotted to Rajdeep Builders, in lieu of development cost for development of the Said Plot. Said Rajdeep Builders in terms of the said agreement is entitled to develop the Said Plot and is also entitled to market and or sell 59% of the developed area agreed to be allotted to Rajdeep Builders, in terms of Joint Development Agreement dated 20/06/2023. In exercise of the powers conferred under the said Joint Development Agreement dated 20/06/2023, said Rajdeep Builders are entitled to sell and or market the area earmarked as Developers area in the said agreement, by entering into an agreement for sale with any prospective purchaser, who shall acquire absolute right, title and interest in respect of the said built-up premises as and when constructed, in accordance with the approval granted by competent authority and with the intervention of

the owners of the Said Plot by executing a deed of sale in favour of such prospective purchasers.

GENERAL QUALIFICATIONS AND ASSUMPTIONS.

- This report on title is prepared solely on the basis of documents furnished to me particularly documents referred to above.
- 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 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 PLOT of land 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.
- This report on title is confined to the SAID PLOT No. 8 only,

Place: Panaji-Goa.

Date: 07/07/2023

Adv. Somnath B. Karpe

SOMNATH B. KARPE
ADVOCATE
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