



BENEDICT D. NAZARE & ASSOCIATES

Advocates, Solicitors & Notary Public

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Ms. Shivani Nazare (LL.B., (Hons.)
Mr. Kyle Ticlo (BBA., LL.B.)

Ref. No..

Date :

**SCRUTINY REPORT CUM OPINION IN THE
MATTER OF TITLE AND MARKEATABILITY OF
THE FOLLOWING IMMOVABLE PROPERTIES:-**

- 1) Property bearing Chalta no. 50 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa, admeasuring 922 sq. mts.
- 2) Property bearing Chalta no. 51 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa, admeasuring 22 sq. mts.
- 3) Property bearing Chalta no. 52 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa, admeasuring 103 sq. mts., in which there exists a residential house bearing house no.181 and 180.
- 4) Property bearing Chalta no. 53 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa, admeasuring 20 sq. mts.
- 5) Property bearing Chalta no. 54 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa, admeasuring 24 sq. mts.

At the instance of Mr. Mario Fernandes & Company,
having its office at 6, Comunidade Ghor, 2nd Floor,

Mapusa, Goa, we proceeded to scrutinize the documents that were placed in our hands for our scrutiny and opinion in the matter of title and marketability of the above mentioned properties and after scrutinizing the documents, we have to opine as under: -

SCHEDULE OF THE PROPERTIES:-

A) Property bearing Chalta no. 50 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa admeasuring 922 sq. mts.

The said property is bounded as follows:-

EAST – by remaining portion of the same property

WEST – by pathway

NORTH – by Chalta nos.59,57,47 of PTS NO.135

SOUTH – Chalta nso. 56 and 55 of PTS NO.135

B) ALL THAT Property bearing Chalta no. 51 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa admeasuring 22 sq. mts.

The said property is bounded as follows:-

EAST – By Chalta no.50 of PTS NO. 135

WEST – by Chalta No.50 of PTS NO.135

NORTH - BY Chalta no.50 of PTS NO.135

SOUTH - BY Chalta No.50 of PTS NO. 135

C) ALL THAT Property bearing Chalta no. 52 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa admeasuring 103 sq. mts., along with the house bearing H.Nos. 180 and 181

The said property is bounded as follows:-

EAST - By Chalta No.50 of PTS NO. 135

WEST - by Chalta No.50 of PTS NO.135

NORTH - By Chalta no.50 of PTS NO.135

SOUTH - BY Chalta No.56 of PTS NO. 135

D) ALL THAT Property bearing Chalta no. 53 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa admeasuring 20 sq. mts.

The said property is bounded as follows:-

EAST - By Chalta No.50 of PTS NO. 135

WEST - by Chalta No.54 of PTS NO.135

NORTH - By Chalta no.50 of PTS NO.135

SOUTH - BY Chalta No.50 of PTS NO. 135

E) ALL THAT Property bearing Chalta no. 54 of PT. Sheet no. 135 City Survey Mapusa, Bardez, Goa, admeasuring 24 sq. mts.

The said property is bounded as follows:-
EAST - By Chalta No.53 of PTS NO. 135
WEST - by Chalta No.50 of PTS NO.135
NORTH - By Chalta no.50 of PTS NO.135
SOUTH - BY Chalta No.50 of PTS NO. 135

DOCUMENTS SCRUTINIZED

1. Inscription Certificate bearing No.34675 at folios 178 of Bok G-38 (translation)
2. Description certificate bearing No.38103 at folios 185V of Book B-97 (translation)
3. Deed of Sale, Quittance and Consent dated 28/3/1947
4. Form 'D' in respect of Chalta No.50 of PTS No.135
5. Form 'D' in respect of Chalta No.51 of PTS No.135
6. Form 'D' in respect of Chalta No.52 of PTS No.135
7. Form 'D' in respect of Chalta No.53 of PTS No.135

8. Form 'D' in respect of Chalta No.54 of PTS No.135
9. Land Conversion Sanad dated 26/2/2024 in respect of Chalta No.50 of PTS no.135
10. Land Conversion Sanad dated 16/2/2024 in respect of Chalta No.51 of PTS no.135
11. Land Conversion Sanad dated 16/2/2024 in respect of Chalta No.52 of PTS no.135
12. Land Conversion Sanad dated 16/2/2024 in respect of Chalta No.53 of PTS no.135
13. Land Conversion Sanad dated 16/2/2024 in respect of Chalta No.54 of PTS no.135
14. Agreement of Family Settlement dated 5/9/2023
15. Agreement for sale dated 6/9/2023
16. Certificate dated 6.6.2024 issued by Ex-Inspector of Surveys and Land records City Survey Panaji, Mr, Mohandas Kambli.

A meticulous perusal of the said documents referred to hereinabove reveals the following:-

That by virtue of a Deed of sale, Quittance and Consent dated 28/3/1947, one Pascoal Goes and his wife Cristalina Fernandes, sold 1/4th part of the larger property known as 'Fraldas de Oiterio', described in the Land Registration office of Bardez under No. 275 of Book B-1 (new) which admeasures 1003 sq.mts., to one Jose Caetano Fernandes who was also known as Joseph Fernandes, who was a minor at the relevant time, through his father Rosario Fernandes.

That a perusal of the Description certificate bearing No. 38103 at Folios 185V of Book B 97, reveals that the said property is known as 'FRALDA DE OITEIRO' and is part of the property described under No. 275 at folios 276 of Book First New.

That the Inscription certificate bearing no. 34675 at folios 178 of Book G-38 reveals that the same is inscribed in favour of Jose Caitano Fernandes, having purchased the same from Pascoal Goes and his wife Cristalina Fernandes.

That a further perusal of the documents reveals that the said Jose Caetano Fernandes alias Joseph Fernandes, was married to Maria Angela Fernandes.

A perusal of the Agreement of Family Settlement dated 5/9/2023 reveals that the same has been executed by Jose Caetano Fernandes alias Joseph Fernandes, Maria Angela Fernandes as First parties, Mrs. Marilyn Shailendra Karkera and Shailendra Karkera as Second parties, Mr. Wilfred J. Fernandes and Mrs. Skeeter Fernandes as Third Parties and William Rozario Fernandes married to Vanita V. Fernandes as Fourth parties.

By virtue of the said Agreement of Family Settlement the parties mentioned herein above, in order to avoid any misunderstandings in future and for the purpose of making a provision for an equitable distribution of the assets presently owned by the said Joseph Fernandes and his wife Maria Angela Fernandes, among their children (i.e.) the Second Party, Third Party And Fourth Party therein, decided

to bring about a family settlement by partitioning the properties A,B,C,D and E above in their life time in order to avoid conflicts and to maintain a good and harmonious relationship.

A perusal of the Agreement for sale dated 6/9/2023 reveals that by virtue of the said Agreement the parties to the Agreement of Family Settlement agreed to sell the said properties to Mario Beraldo Fernandes, on the terms and conditions and for the price and consideration mentioned therein.

Although the said Jose Caetano Fernandes alias Joseph Fernandes, Maria Angela Fernandes claims to have acquired right, title and interest in the said property by virtue of a Deed of sale, Quittance and Consent dated 28/3/1947 and taking into consideration that the subject matter of the Deed of sale is 1/4th part of the larger property known as 'Fraldas de Oiterio', described in the Land Registration office of Bardez under No. 275 of Book B-1(New) which admeasures 1003 sq.mts., which

thereafter has been separately described under a separate and distinct Description No.38103 at folios 185V of Book B-97, the title of Jose Caitano Fernandes and his wife Maria Angela Fernandes, can be considered to be clear and marketable and the issue of discrepancy in the area found mentioned in the Deed of sale, Quittance and Consent dated 28/3/1947 and the aggregate area shown in the property card /Form `D' being in excess of 88 sq.mts., has been addressed in the Certificate issued by Mohandas P.Kambli, Ex-Inspector of Surveys and Land Records, City Survey Mapusa, who has certified that the properties now surveyed of Chalta No.50 of PTS No.135., Chalta No.51 of PTS No.135, Chalta No.52 of PTS No.135, Chalta No.53 of PTS No.135 and of Chalta No.54 of PTS No.135 of Mapusa City corresponds to a part of the property surveyed under old Cadastral survey no. 657 and therefore we have to confirm that the title of Jose Caitan Fernandes and his wife is clear and marketable

As far as the Deed of family settlement is concerned, the fact remains that when parents are alive children have no right to their assets, and the parents are the exclusive VENDORSs of their properties, however, for the purpose of securing the children by apportioning the share in the property in the life time of the parents, Family Agreement is envisaged as is evident in the present case and therefore notwithstanding the fact that the children would possess no right, yet on account of the family settlement, arrived at, the purchase consideration would have to be apportioned in the manner set out in the Deed of Family settlement and for the said purpose all the parties to the family settlement would have to be arrayed as sellers/VENDORS.

It is also advisable to insert a public notice in any English daily circulating in the State of Goa

Dated: 24/7/2024


(B.D.NAZARETH)