

Dated: 2/03/2024



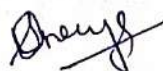
**SEARCH REPORT AND LEGAL OPINION**

Title verification/Search report in respect of the property/Plot, admeasuring an area of 733.00 sq. mtrs., situated at Shantinagar, Surveyed under survey No. 172/6-W of village Ponda, Taluka Ponda-Goa.

Sir,

This Title Verification Report Certificate is issued at the request of **M/s DESAI DEVELOPERS**, proprietor **SHRI. NARAYANRAO R. DESAI**, having office at Shop No.2, Golden Heritage Building, Dhavli, Ponda-Goa, in respect of the title of **Shri. Lavu Datta Dangui** towards the property described herein below, for the purpose of submitting it before Goa Real Estate Regulatory Authority, for registering of his project namely "**SHREEPURVI VASTU**", to be constructed in the property mentioned in clause 1.

I Sanjay P. D'souza, Advocate having office at Tisk, Ponda-Goa do hereby submit my report as under:





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**1. DESCRIPTION OF PROPERTY :-** under reference for search report and opinion;

**ALL THAT SAID PLOT** admeasuring an area of 733.00 sq. mtrs, being an independent unit Plot forming part of the bigger property known as "**SHANTINAGAR BHAT**" also known as "**LOCONDIEM**" situated within the limits of Ponda Municipal council, Ponda Taluka and Sub-District of Ponda, and now being identified and separately surveyed under new survey No.172/6-W of village Ponda, Taluka Ponda-Goa.

That the said property is bounded as under:

On the East: By plot No.15-C Surveyed Under  
Survey No.172/6-Z.

On the West: By Plot No.15-A Surveyed Under  
Survey No.172/6-V.

On the North: By existing 8.00 meters wide  
road.

On the South: By remaining part of the  
Property surveyed under  
Survey No.172/6.

Herein after for the sake of brevity called as "**said Plot**".

**2. LIST OF DOCUMENTS SCRUTINIZED:**

I have perused Xerox copies of the following documents, entrusted to me for investigation of title.

- i. Matrizado Certificate along with English translation.

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- ii. Manual Extract of Form I & XIV of a Survey No.172/6 of village Ponda., issued by Talathi.
- iii. Deed of sale dated 26/07/1963. [Portuguese documents along with English translation].
- iv. Gift Deed dated 24/02/1972, Registered in the office of the Sub-Registrar of Ponda, under Reg. No. 68 at pages 341 to 345, Book-I, Volume:- XVII, dated 3/03/1972.
- v. Deed of Rectification of Gift Deed dated 20/10/1993, Registered in the office of the Sub-Registrar of Ponda, under Reg. No. 23 at pages 147 to 160, Book-I, Volume:- 188, dated 6/01/1994.
- vi. Gift Deed dated 09/03/1972, Registered in the office of the Sub-Registrar of Ponda, under Reg. No. 78 at pages 379 to 382, Book-I, Volume:- XVII, dated 10/03/1972.
  - i. Form I & XIV of a Survey No.172/6 of village Ponda.
  - ii. Order dated 2/02/1995 permitting court receiver namely Dilip Dharma Kurtarkar to execute Sale Deed.
  - iii. Sale Deed dated 31/05/1995, Registered in the office of the Sub-Registrar of Ponda, under Reg. No. 383 at pages 49 to 62, Book-I, Volume:- 593, dated 18/03/2002.
  - iv. Deed of Partition dated 24/10/2018, executed in the office of the Civil Registrar cum Sub-Registrar of Ponda, under serial No.1705 dated 24/10/2018 and registered under No.PON-BK1-01656-2018, CD Number- POND4 dated 25/10/2018.
  - v. Form I & XIV of a Survey No.172/6-W of village Ponda.
  - vi. Survey Plan of the property Survey No.172/6-W of village Ponda.



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- vii. Agreement for Development and Sale dated 7/08/2023, presented in the office of the Civil Registrar cum Sub-Registrar Ponda under serial No.2023-PON-1311, Registered in Book: 1 Document, under No. PON-1-1260-2023, dated 08/08/2023.
- viii. Specific Power of Attorney dated 7/08/2023 executed by owners in favour of Builder Shri. Narayanrao R. Desai proprietor of M/s Desai Developers, presented in the office of the Civil Registrar cum Sub-Registrar Ponda under serial No.2023-PON-1317, Registered in Book: POA Register Document, under No. PON-POA Register-13-2023, dated 8/08/2023.
- ix. Certificate of Sanad bearing CAD3PON08-23-89/22 dated 10/01/2024, issued by the office of the ADDITIONAL COLLECTOR, Ponda-Goa.
- x. Development permission issued by the South Goa Planning & Development Authority (SGPDA) - vide order dated 05/01/2024 bearing Ref No.SGPDA/ P/3316/323/23-24.
- xi. Construction license issued by the Ponda Municipal Council bearing license No.32/2023-2024 dated 1/03/2024, along with approved plan.

**3. TRACING TITLE OF THE PROPERTY:** Title history of the property described above in para 1, since last more than 30 years onwards.

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That from the perusal of the aforesaid documents and other connected records verified by me it is seen and is observed as under:

**I. From the perusal of the following documents ;**

**(1) Matrizado Certificate**

From the perusal of the documents Matrizado Certificate mentioned in para 2(1) above it is seen that the property "**LOCONDIEM**" also known as "**SHANTINAGAR BHAT**" is found registered in Land revenue registrar (Matrizado) in favour of the Shri. Shrikrishna Jagannath Kamat.

**(2) Deed of Sale dated 26/07/1963**

From the Deed of Sale dated 26/07/1963, duly written in the Book No.1195 at pages 47 of the Notary of Margao, mentioned in para 2(iii) above it is seen as under;

That Shri. Shrikrishna Jagannath Kamat and his brother Shri. Vithal Jagannath Kamat acquired jointly ownership of the below mentioned property by Deed of Sale dated 26<sup>th</sup>, from its previous owners namely Dr. Francisco Orlando Coelho in equal shares, the description of property is as under:-

"ALL THAT LANDED PROPERTY admeasuring an area of 2,23,448.00 Sq.mtrs named as "**LOCONDIEM PREIMEIRA ADICAO**" consisting of two sub-division or Glebes, the first named as "**LOCONDIEM**" also known as "**SHANTINAGAR BHAT**" and the second glebe named as "**CUMBARBATA**"



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initially situated in the old village of Queula and presently in the Shantinagar ward within the limits of Ponda Municipal Council, Taluka and Sub-District of Ponda, District of South-Goa, (earlier North-Goa), in State of Goa, described as a whole in the Land Registration Office of Ilhas under number 299 of the Book B-1 New, enrolled in the Land Revenue Role under Matriz No.1032. The first glebe known as "LOCONDIEM" being bounded on the **East:** By limits of "Corrente Taboleiros", **West:** By Pimpol trees, **North:** By property of Verenkar, and **South:** By the limits of Quartela do oitavo de Companhia and, the Second glebe known as "CUMBARBATA" being bounded on the **East:** By the Anciquity, **West:** By the boarder of drain **North:** By old fence of the drain to the right, and on the **South:** By cumbio tree, the said property is surveyed under No 172/6 and 183/1, of village Ponda, hereinafter referred to as the "SAID WHOLE PROPERTY".

- (3) **Gift Deed dated 24/02/1972**, Registered in the office of the Sub-Registrar of Ponda, under Reg. No. 68 at pages 341 to 345, Book-I, Volume:- XVII, dated 3/03/1972, and;
- (4) **Deed of Rectification of Gift Deed dated 20/10/1993**, Registered in the office of the Sub-Registrar of Ponda, under Reg. No. 23 at pages 147 to 160, Book-I, Volume:- 188, dated 6/01/1994



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That vide Deed of Gift dated 24/2/1972 and subsequently vide Deed of Rectification of Gift dated 20/10/1993, Shri. Shrikrishna J. Kamat and his wife Smt. Gangabai S. Kamat transferred their ideal and undivided share in the said Property in favour of their sons namely Shri. Ravindra Shrikrishna Kamat, unmarried, and Jaganath Shrikrishna Kamat & his wife Usha Jaganath Kamat.

- (5) Gift Deed dated 09/03/1972**, Registered in the office of the Sub-Registrar of Ponda, under Reg. No. 78 at pages 379 to 382, Book-I, Volume:- XVII, dated 10/03/1972

That vide another Deed of Gift dated 10/03/1972, registered in the Office of the Sub- Registrar Ponda, under No.78 at pages 379 to 382 of Book No.I Volume No.17, dated 10/03/1972, said Vithal Jaganath Kamat and his wife Rucmini transferred their ideal and undivided share in the said property in favour of their only son Virendra Vithal Kamat.

That by virtue of aforesaid Gift Deeds sons of Shrikrishna Kamat namely Ravindra and Jaganath become the owner of half of the undivided share in the said property and son of Vithal Jaganath Kamat namely Virendra Vithal Kamat, become the owner of the other half of the undivided share in the said property.

- (6) Order dated 2/02/1995** permitting to execute Sale Deed:-

That there existed houses of **Shri. Lavu Datta Dangui** & his brothers in the part of the property surveyed under



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No.172/6 of village Ponda, and on account of same said Kamat brothers had agreed for the sale of pieces of land occupying their houses.

That due to disagreement in partitioning of property, Civil Suit came to be filled bearing Special Suit No.49/79/I (B), In the Court of 1<sup>st</sup> Adl. Civil Judge Senior Division at Margao, and during the pendency of their disputes the Kamat brothers filed application to the Court Receiver Shri. Dilip Dharma Kurtarkar, requesting him to seek permission from the Hon'ble Court to execute Sale Deed in favour of Dangui brothers. That pursuant to said request, said Court Receiver filed an application dated 20/1/1995, before the Court and Ld. Judge vide order dated 2/2/1995, permitted said Shri. Dilip Dharma Kurtarkar the Court Receiver to execute sale Deed.

**(7) Sale Deed dated 31/05/1995**, Registered in the office of the Sub-Registrar of Ponda, under Reg. No. 383 at pages 49 to 62, Book-I, Volume:- 593, dated 18/03/2002:

That pursuant to the said order of the court dated 2/02/1995, a Deed of Sale dated 31/05/1995, came to be executed by the said Court Receiver on behalf of Kamat brothers by which Plot No.15 admeasuring an area of 2215.00 Sq. mtrs, more particularly describe in schedule-II, of said deed, was jointly purchased by Shri. Lavu Datta Dangui and his other two brothers.



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**(8) Deed of Partition dated 24/10/2018**, executed in the office of the Sub-Registrar of Ponda, and presented under serial No.1705 dated 24/10/2018 and registered under No.PON-BK1-01656-2018, CD Number- POND4 dated 25/10/2018.

That after purchase of the said Plot said Dangui brothers by virtue of Deed of Partition dated 24/10/2018, amicably sub-divided above mentioned said Plot No.15 described in para 1, into three sub-Plots bearing Plot No.15-A, 15-B and 15-C.

That by virtue of aforesaid Deed of Partition dated 24/10/2018, said Shri. Lavu Datta Dangui and his wife Smt. Kalpana Lavu Dangui became exclusive owner of the Plot No.15-B, admeasuring an area of 733.00 Sq. mtrs, of the property surveyed under No.172/6 of village Ponda, more specifically described in Para-1, and as such they are fully entitle to sell, convey, grant, transfer, assigns and assure their rights in the said Sub-plot to any person or persons whomsoever without any claim or objections.

**(9) Form I & XIV and Survey Plan of the property Survey No.172/6-W of village Ponda.**

From perusal of the aforesaid document of Form I & XIV and Survey Plan, as mentioned in para 2(v) & (vi) above it is seen that the name of Shri. Lavu Datta Dangui, is appearing in the occupant column of Form I & XIV of the property surveyed under No.172/6 of village Ponda.





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That Shri. Lavu Datta Dangui after having become the absolute owner by virtue of said Deed of Partition dated 24/10/2018, got mutation of his name in the occupant coloumn of Form I & XIV of the property surveyed under No. No.172/6 of village Ponda and subsequently vide Judgment and Order dated 27/07/2020, in case No. PON/LRC/PART/405/2019, got his portion of holding separated from the survey No.172/6 of village Ponda.

That said Plot 15B, admeasuring an area of 733.00 sq. mtrs, is the part of the Plot No.15 admeasuring 2285.00 square meters and now independently surveyed under No. 172/6-W of village Ponda.

**(10) Agreement for Development and Sale dated 7/08/2023,** presented in the office of the Civil Registrar cum Sub-Registrar Ponda under serial No.2023-PON-1311, Registered in Book: 1 Document, under No. PON-1-1260-2023, dated 08/08/2023.

That from the perusal of the Agreement for Development and Sale as mentioned in para 2(vii) it is seen and observed that said Lavu Datta Dangui and his wife Smt. Kalpana Lavu Dangui, as owners have entered into an Agreement for Development and Sale with **Shri. Narayanrao R. Desai** proprietor of M/S Desai Developers, for the development of said Plot admeasuring an area of 733.00 sq. mtrs, survey under No.172/6-W of village Ponda, for the purpose of construction of the residential building. That in pursuance of said Agreement

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the possession of said property has been delivered to said M/S Desai Developers with full right and authority to commence, carry on and complete development work thereof upto the completion of the proposed building in all respect, And further to sell and/or allot the premises in the proposed building and/or to enter into any package deal or arrangement, except those Flats reserved for the owners as mentioned in clause- 4, and other terms and conditions as set out there in said Agreement for Development and Sale.

- (11) **Specific Power of Attorney dated 7/08/2023** executed by owners in favour of Builder Shri. Narayanrao R. Desai proprietor of M/s Desai Developers, presented in the office of the Civil Registrar cum Sub-Registrar Ponda under serial No.2023-PON-1317, Registered in Book: POA Register Document, under No. PON-POA Register-13-2023, dated 8/08/2023.

That subsequently after execution of Agreement for Development and Sale said Owner namely Lavu Datta Dangui and his wife Smt. Kalpana Lavu Dangui, has executed Specific Power of Attorney dated 7/08/2023, as mentioned in para 2(xi), in favour of **Shri. Narayanrao R. Desai** proprietor of M/s Desai Developers thereby authorizing to act execute and perform all the acts mentioned in said Power of Attorney on their behalf and further authorizing to sell and transfer flats to the prospective purchasers of Builder choice, except those Flats reserved for the owners as mentioned in clause- 4, and other



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terms and conditions as set out there in said Agreement for Development and Sale.

- (12) Certificate of Sanad** bearing CAD3PON08-23-89/22 dated 10/01/2024, issued by the office of the ADDITIONAL COLLECTOR, Ponda-Goa.

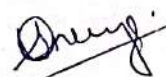
From document of Certificate of Sanad mentioned in para 2(ix) above, it is seen that Additional Collector-III, Ponda, has granted the permission to use the said plot/property admeasuring 733.00 sq.mtrs, survey under No. 172/6-W of village Ponda, for residential purpose subject to the conditions mentioned in said order.

- (13) Development permission** issued by the South Goa Planning & Development Authority (SGPDA) - vide order dated 05/01/2024 bearing Ref No. SGPDA/ P/3316/323/23-24. as mentioned in para 2(x)

That M/s Desai Developers on behalf of owner Shri. Lavu Datta Dangui obtained Development permission from South-Goa, Planning and Development Authority under section 44 of the Goa Town and Country Planning Act 1974, for carrying out the construction of Residential building in the property zoned as settlement S-1 zone surveyed under No. No. 172/6-W of village Ponda.

- (14) Construction License** No. 32/2023-2024 dated 01/03/2024, along with copy of approved plan issued by Ponda Municipal Council.





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That M/s Desai Developers on behalf of the owners also obtained License from the Ponda Municipal Council under License No.32/2023-2024 dated 01/03/2024 for construction of Residential building in said Plot bearing survey No.172/6-W of village Ponda.

**4. LEGAL OPINION:**

That link in the chain of the flow of the title of the property from 26/07/1963, onwards have been properly established. All the transactions have been duly verified from the relevant documents issued by Civil Registrar, Additional Collector office, SGPDA, Ponda municipal Council, Mamlatdar office etc.

I am satisfied that the property admeasuring an area of 733.00 sq. mtrs, surveyed under No. No. 172/6-W of village Ponda, more particularly described and mentioned at para 1 above is clean, clear, free from any encumbrances, charges, liens, effecting the clear title of the ownership of Shri. Lavu Datta Dangui and his wife Smt. Kalpana Lavu Dangui as on date and as such the same is clear, marketable and transferable..

All necessary parties have been found joined in documents and the document have desired effect, facts and events material to title have been satisfactorily proved.

I am satisfied that all documents and all others relevant papers are duly stamped wherever stamp duty is payable in

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said document in accordance with the provisions of Indian stamp Act 1899.

On basis of searches and scrutiny of documents mentioned at Para 2, **I CERTIFY THAT** Shri. Lavu Datta Dangui and his wife Smt. Kalpana Lavu Dangui, both resident of House No. 172/16, Shantinagar, Ponda-Goa, is the lawful owner of the said Plot No.15B, admeasuring an area of 733.00 sq. mtrs, surveyed under No. 172/6-W of village Ponda, more particularly described in para 1. above.

I have perused Agreement for Development and Sale executed by the owners namely Shri. Lavu Datta Dangui and his wife Smt. Kalpana Lavu Dangui, in favour of the Promoter/Builder namely **Shri. Narayanrao R. Desai** proprietor of M/s Desai Developers, allowing the Promoter to develop the said Plot by carrying out the construction of Residential building in the property admeasuring an area of 733.00 sq. mtrs, surveyed under No. 172/6-W of village Ponda.

I have also perused the Specific Power of Attorney executed by the owners in favour of the Builder namely Shri. Narayanrao R. Desai. The said Agreement for Development and Sale and Specific Power of Attorney executed by the owners of the property vis-à-vis adequately safeguards the interest of the Builder/Promoter and there is nothing prejudicial to the interest of the Promoter.



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On the basis of the documents placed before me **I CERTIFY THAT SHRI. NARAYANRAO R. DESAI** proprietor of M/s Desai Developers is entitled to enter into Agreement of Sale and/or to execute Deed of sale with prospective purchasers in respect of the premises which he is authorized to transfer as per the Agreement for Development and Sale and Power of Attorney.

In the result, I have to state that as discussed in detail above and searches made by me based on document place before me I am satisfied that the title to the property in question is clear and marketable.



  
Mr. Sanjay P. D'souza  
Advocate