

Dated:- 21/02/2018.

SEARCH AND TITLE REPORT

To,

MR. MAHESH PANDURANG TALEKAR

alias **MAHESH TALEKAR,**

MRS. MANSI MAHESH TALEKAR,

KHANDOLA-GOA.

Legal Opinion.

1) Sub:- Title Report on property viz. the PLOT NO. Plot No. 250 situated at Devlay, Candola / Khandola, Ponda Taluka, Goa.

2) Name of the OWNER :- **MR. MAHESH PANDURANG TALEKAR** alias **MAHESH TALEKAR** & **MRS. MANSI MAHESH TALEKAR.**



Sr. No.	Date of Document	Details of registration of Document/Conveyance	Place of Sub-Regd. Office.	Whether document is original / certified / true copy / photo copy.	Remarks
1.	14/1/1997	Inventory Proceeding No. 42/73/B.	C.J.S.D. at Panaji	Photocopy	
2.	03/03/1997	Deeds of Conveyances (2/nos.), Reg. No. 366 at pages 199 to 245, Book No. I, Vol. 321 on 15/4/1997 & Reg. No. 367 at pages 246 to 287, Book No. I, Vol. 321 on 15/4/1997		Photocopy	
3.	06/03/1997	Deed of Conveyance. Reg. No. 401 at pages 551 to 595 Book No. I Vol. 322 on 17/4/1997			
4.	21/04/1990	Power of Attorney.		Photocopy	
5.	27/3/1987	Conversion Sanad issued by the Dy. Collector.	Dy. Collector, Ponda Goa.	Photocopy	
6.	29/08/1991	Final NOC for the development of the property granted by Panchayat.	V. P. Betqui-Candola.	Photocopy	
7.	24/7/1991	NOC of the PWD for the issue of final NOC for Development of the property.	PWD, Ponda, Goa.	Photocopy	
8.	1/9/1993	Final NOC for the development of the property granted by Panchayat.	V. P. Betqui Candola.	Photocopy	
9.	15/02/2006	Deed of Sale		Photocopy	
10.	15/02/2017	Deed of Sale		Certified	



6) Description of Property/Properties:

Sr.No.	Name of the Owner/	Extent of area (in acres/hect)	Survey No/ Gut No. / CST No. / House No.	Is property leasehold / freehold / Govt. Grant etc.	Nature of Property i.e. residential, commercial, industrial or Agricul. Etc.	Location	Boundaries.
1.	Mr. Mahesh Talekar.	Plot No. 250 admeasuring 531 Sq. Mtrs.	Survey Number 2 Sub-Div. No. 1 of Revenue Village Candola.	Freehold	Residential	Devlay, Candola, Ponda Taluka, Goa.	North: by open space; South: by Plot No. 251 of the same sub division; East: by 10 mtrs. Wide internal road of the same sub-division; West: by open space of the same sub division;



7) Trace of Title/History of Passing of title. Details of antecedent title deeds.

At Village Candola, which is within the limits of Village Panchayat of Betqui-Candola, Registration Sub-District of Ponda, Taluka Ponda, District of North-Goa, there exists ALL THAT Property known as "DULAY" or "DEULAE" or "DEULAY", shown in the survey records as "DEVLA BHAT", situated in Candola Village of Ponda, Taluka, South Goa, District of the State of Goa, within the jurisdiction of Betqui-Candola Village Panchayat, Registration Sub-District of Ponda, of the State of Goa. It is surveyed in the Revenue Survey of Candola under Survey Nos. 2/1 and 39/0, admeasuring totally 41.7760 Hectares described in the Land Registration Office of Ilhas, under No. 1153 at page 24 overleaf of the Book B.14 (old) and enrolled in the Land Revenue Office of Ponda, under Matriz No. 45 of Candola. It is bounded at present on or towards the East by Candola Comunidade pathway (pain) public road and properties under Survey Nos. 40/1, 40/2, 40/28, 2/2, 42/28, 42/24, 42/25, 1/1, 1/4 to 1/15, 1/17 and 1/18 of Candola Village; on or towards the South by the properties under Survey Nos. 41, 40/1, part of 39/0 conveyed to Surya P. Sawant, 40/2, public road and Candola Comunidade pathway (pains); on or towards the West by the said Candola Comunidade pathway (pains) and the properties under Survey No. 9 and Survey No. 10 of Candola, and; on or towards the North by the property under Survey No. 11 of Candola and Candola Comunidade pathway.

The said entire property originally belonged to one Smt. Odilia Freitas, alias, Maria Josefina Odilia Freitas da Fonseca and her husband Shri Luis Bonaparte Albino da Fonseca, Alias, Luis de Fonseca.

The said Smt. Odilia Freitas da Fonseca, alias, Maria Josefina Odilia Freseca da Fonseca, expired on 5th June, 1973, without any Will or Gift or any other disposition of her last wishes and leaving behind the said Shri Luis Bonaparte Albino da Fonseca, as her widower and moiety-holder and following children as her sole and universal heirs:-

- (i). Shri Edgar Bonaparte da Fonseca, alias, Edgar Fonseca, unmarried;
- (ii). Smt. Glenda Bonaparte da Fonseca, alias Glenda da Fonseca, unmarried;
- (iii). Shri Jose Rajendra Derek da Fonseca, alias Derek da Fonseca, unmarried;



Upon the death of the said Smt. Odilia Freitas da Fonseca, Inventory Proceedings among Majors bearing No. 42/1973/B, were instituted in the Court of Civil Judge, Senior Division, at Panaji, for partitioning the assets left behind by the deceased amongst the interested parties.

In the said Inventory Proceedings among Majors bearing No. 42/1973/B, a list of assets was filed and the said entire property " DULAY " described under Description No. 1153, at page 24 of Book No. B-14, in the Land Registration Office of Ilhas, was described under Item No. 13 thereto. In terms of the Final Order or homologation passed in the said Inventory Proceedings among Majors No. 42/1973/B, on 18th March, 1975, the said entire property " DULAY " enlisted under Item No. 13 was inter alia, allotted to the share of her son, Shri Edgar Bonaparte da Fonseca, alias, Edgar Fonseca. The said Shri Edgar Bonaparte da Fonseca, alias, Edgar Fonseca and after his marriage, his wife, became the absolute and exclusive owners inter alia, of the said entire property.

By virtue of an Agreement of Sale dated 1st November, 1985, entered into between late Shri Francisco Xavier de Souza e Brito, for himself and on behalf of five others, namely, Mr. Jose Felipe Pegado Braganza, Mr. Fernando Claudio De Azevedo Ribeiro, Mr. Goraknath Atmaram Fulari, Mr. Chandrakant Atmaram Dessai and Mrs. Maria Fatima Alica Afonso Braganza (hereinafter for the sake of brevity is referred to as " THE FIVE PARTIES ") and MR. EDGAR BONAPARTE FONSECA, and his wife MRS. MYRTLE EDGAR FONSECA (both of them for the sake of brevity are hereinafter collectively referred to as THE SAID OWNERS), the said Owners had agreed to sell the SAID PROPERTY to late Shri Francisco Xavier de Souza A Brito, and to the above five parties or to their nominees as and when directed by him to do so.

The said Francisco Xavier de Souza a Brito expired on 6/6/1989, and after his death, his widow Mrs. Melba Lima Brito, obtained confirmation from the said Owners that the aforesaid Agreement of Sale dated 1/11/1985 was entered into by her late husband Francisco Xavier de Souza e Brito on his behalf and on behalf of the five parties mentioned above.

The said Owners further confirmed that they were instructed by late Francisco Xavier de Souza e Brito to transfer as and when directed by him to do so, 1/10th of the



developed/developable area and 1/6th of the non-developable agricultural area, to each of the five parties above or their nominees and the rest in his favour or his nominees, and accordingly an agreement to this effect was signed by the said Melba Lima Brito with the aforesaid five parties, on 10/4/1990.

AND from time to time various portions of the SAID PROEPRTY were sold by the said Owners through the intervention of late Francisco Xavier de Souza e Brito and subsequently by his widow Melba Lima Brito to their nominees and as such various Sale Deeds were executed in order to honour the terms of the Agreement of sale dated 1st November, 1985.

The said Melba Lima Brito and the five parties above entered into a further agreement dated 5/5/1994, demarcating the areas to be allotted to each one of them including that of Melba Lima Brito, in pursuance of the agreement dated 1/11/1985 and 10/4/1990, which was subsequently intimated to the said Owners for the execution of the necessary conveyance, transfer.

The said Owners through their attorney created a dispute with MR. ANTONIO MARIANO J. PEGADO BRAGANZA, resident of Mapusa, Bardez, Goa, and the five parties above in connection with the balance payment of certain sum of money which was due and payable to the said Owners by the said Shri Francisco Xavier de Souza e Brito and the five parties above, and on this account the said Owners refused to convey the property in favour of these parties. The said dispute could not be settled amicably and as such the widow of the late Shri Francisco Xavier de Souza e Brito, Mrs. Melba Lima Brito along with the five parties above, with their respective spouses, had to file a suit for Specific Performance of the Agreement dated 1st November, 1985, in the Court of the Civil Judge Senior Division at Ponda. The said Civil Suit bears Special Civil Suit No. 70/96/A. After a series of discussions, the said Special Civil Suit No. 70/96/A was finally settled by virtue of the consent decree and terms of compromise entered between the said Owners on one side and the said Mrs. Melba Lima Brito along with the five parties aforesaid and their respective spouses on the other side as Defendants and Plaintiffs respectively. Pursuant to the said Court Decree dated 14/1/1997, the said Owners/Defendants agreed to transfer and convey in favour of the said Mrs. Melba Lima Brito and the five parties above and their spouses, all that property as demarcated and allotted to each of the aforesaid



parties as per the Agreement dated 5/5/1994 and which had been intimated to the said Owners. By a Deed of Conveyance executed on 3/03/1997, duly registered in the Office of the Sub-Registrar of Ponda, vide Registered No. 366 at pages 199 to 245, Book No. I, Vol. No. 321, on 15/4/1997, the said MR. EDGAR BONAPARTE FONSECA and his wife MRS. MYRTLE EDGAR FONSECA, transferred and conveyed unto MRS. MARIA FATIMA ALICE AFONSO BRAGANZA, (a) the undivided half right to all that piece and parcel of land from the said Property described in detail in THE SCHEDULE-II to the said Deed of Conveyance as parcels F.1 to F.16 consisting of 41 sub-divided plots, admeasuring totally 15,513 sq. mts. or thereabouts and shaded brown in the plan Annexure "A" to the said Deed of Conveyance, inclusive of 1/12 undivided rights to all the roads and open spaces shown in the sub-division plans approved by the Competent authority.

(b) undivided 1/12th right to that parcel of land from the said Property described in detail in THE SCHEDULE-II to the said Deed of Conveyance, as parcel G.1 consisting of 4 sub-divided plots, admeasuring totally 2,452 sq. mts. or thereabouts and shaded red in the plan Annexure "A" to the said Deed of Conveyance.

(c) undivided 1/12th right to that parcel of land from the said Property described in detail in THE SCHEDULE-II to the said Deed of Conveyance, as parcels H.1 to H.4, consisting of 4 agricultural plots, admeasuring totally 24,980 sq. mts. or thereabouts and shaded dark blue in the plans at Annexure "A" and "B" to the said Deed of Conveyance.

(d) undivided 1/10th right to all that piece and parcel of land from the said Property described in detail in THE SCHEDULE-II to the said Deed of Conveyance, as parcels J.1 and J.2, consisting of 2 agricultural/hilly plots, admeasuring totally 93,330 sq. mts. or thereabouts and shaded dark green in the plans at Annexure "A" and "B" to the said Deed of Conveyance.

By a Deed of Conveyance executed on 6/03/1997, duly registered in the Office of the Sub-Registrar of Ponda, vide Registered No. 401 at pages 551 to 595, Book No. I, Vol. No. 322, on 17/4/1997, the said MR. EDGAR BONAPARTE FONSECA and his wife MRS. MYRTLE EDGAR FONSECA, transferred and conveyed unto MRS. MARIA FATIMA ALICE AFONSO BRAGANZA, (a) the undivided half right to all that piece and parcel of land from the said Property described in detail in THE SCHEDULE-II to the said Deed of Conveyance,



as parcels F.1 to F.16 consisting of 41 sub-divided plots, admeasuring totally 15,513 sq. mts. or thereabouts and shaded brown in the plan Annexure "A" to the said Deed of Conveyance, inclusive of 1/12 undivided rights to all the roads and open spaces shown in the sub-division plans approved by the Competent authority.

(b) undivided 1/12th right to that parcel of land from the said Property described in detail in THE SCHEDULE-II to the said Deed of Conveyance, as parcel G.1 consisting of 4 sub-divided plots, admeasuring totally 2,452 sq. mts. or thereabouts and shaded red in the plan Annexure "A" to the said Deed of Conveyance.

(c) undivided 1/12th right to that parcel of land from the said Property described in detail in THE SCHEDULE-II to the said Deed of Conveyance, as parcels H.1 to H.4, consisting of 4 agricultural plots, admeasuring totally 24,980 sq. mts. or thereabouts and shaded dark blue in the plans at Annexure "A" and "B" to the said Deed of Conveyance.

(d) undivided 1/10th right to all that piece and parcel of land from the said Property described in detail in THE SCHEDULE-II to the said Deed of Conveyance, as parcels J.1 and J.2, consisting of 2 agricultural/hilly plots, admeasuring totally 93,330 sq. mts. or thereabouts and shaded dark green in the plans at Annexure "A" and "B" to the said Deed of Conveyance.

By virtue of the said two Deeds of Conveyance, the said MR. ANTONIO MARIANO J. PEGADO BRAGANZA and his wife MRS. MARIA FATIMA ALICE AFONSO BRANGANZA, became the absolute owners in possession and enjoyment and well seized and possessed the said entire portion of land designated as Parcels F. 1 to F.16, G. 1, H. 1 to H. 4 and J. 1 to J. 2, described hereinabove and the said two Deeds of Conveyance (for the sake of brevity the said entire parcels of land is hereinafter referred to as " THE SAID PORTION OF LAND ") and were entitled to sell, transfer or dispose of the said Portion of Land to any party whomsoever as per their discretion. **The said Portion of Land is surveyed under Survey No. 2 Sub-Division No. 1 of village Candola.**

The said MR. ANTONIO MARIANO J. PEGADO BRAGANZA and his wife MRS. MARIA FATIMA ALICE AFONSO BRANGANZA, were entitled to subdivide the said Portion of land into Plots with amenities and facilities such as internal tar roads, open space and rain water drains. They sub-divided the said Property into various Plots for residential



purposes by constructing a network of roads and water drains as per the plans for sub-division/development approved by the competent authorities. The Dy. Collector, S.D.O. Ponda, vide his letter No. LRC/CONV/272/86 DTD. 27/03/1987 granted Sanad for the conversion of the land of the said Portion of Land for residential use. P. W. D. vide Letter No. PWD/SDI/WDXVIII/F-152-86-87/401/1991-92 dtd. 24/07/1991 granted final N.O.C. for the sub-divided Plots Nos. 34 to 37, 113 to 118, 229 to 235, **250 to 325**, 325A and 326 to 334, forming part of the said Portion of Land, surveyed under Survey No. 2/1 of village Candola. V. P. Betqui-Candola vide its letter No. VP/BC/91-92/324 dtd. 29/08/1991 has granted final N.O.C. for the sub-divided Plots Nos. 34 to 37, 113 to 118, 229 to 235, 250 to 325, 325A and 326 to 334, forming part of the said Portion of Land, surveyed under Survey No. 2/1 of village Candola.

The said MR. ANTONIO MARIANO J. PEGADO BRAGANZA and his wife MRS. MARIA FATIMA ALICE AFONSO BRANGANZA, by a Deed of Sale executed on 15/02/2017, duly registered in the Office of the Sub-Registrar of Ponda, under Reg. No. 280/17 at pages 25 to 44 of Book No. I, Vol. No. 3350 dated 17/02/2017, sold, conveyed and transferred to **MR. MAHESH PANDURANG TALEKAR alias MAHESH TALEKAR & MRS. MANSI MAHESH TALEKAR** resident of House No. 820, Flat No. SF-2, Laxminarayan Krupa Building, Ganeshnagar, Khandola, Marcela, Goa, the said Plot No. 250 admeasuring 531.00 Sq. Mtrs. described in THE SCHEDULE (II) herein.

The said **MR. MAHESH PANDURANG TALEKAR alias MAHESH TALEKAR** having married to **MRS. MANSI MAHESH TALEKAR**, which marriage is governed by the regimen of general communion of assets, in accordance with Article 1108 of the Portuguese Civil Code, in force in Goa, and thus they being moiety holders, each one of them is entitled to half undivided share, right, title and interest in "THE SAID PLOT", and therefore both of them are lawful and absolute owners in exclusive possession and otherwise well and sufficiently entitled to the "THE SAID PLOT" which may be gifted, sold, transferred, mortgaged or in any way alienated by them at their own discretion..

The Dy. Collector, S.D.O. Ponda, vide his letter No. LRC/CONV/272/86 DTD. 27/03/1987 granted Sanad for the conversion of the land of the said Plot of Land for residential use.



8) **ENCUMBRANCE IF ANY –** (Narrate what indicated on the property documents).

NIL Encumbrance Certificate from Sub Registrar of Ponda in respect of the said Flat is produced from which it transpires that the said Flat is free from encumbrances.

9) **EVIDENCE OF POSSESSION:-**

Possession is delivered to the owner by the said Erstwhile Owners.

Certificate of title and No Encumbrance

I have examined the original title deeds relating to the property i.e. the said Plot, situated at Candola, Ponda Taluka, Goa. I certify that the documents of title referred to under the opinion are perfect evidence of right, title and interest and. I have taken search of the aforesaid property for last 30 years and do not found any encumbrance on the said property and therefore I certify that **MR. MAHESH PANDURANG TALEKAR alias MAHESH TALEKAR having married to MRS. MANSI MAHESH TALEKAR**, has an absolute, clear and marketable title over the said Plot without any encumbrance.

Date:- 21 / 02 / 2018.

Place:- Marcela-Goa.

Signature & Seal of Advocate



**K. L. BHAGAT
ADVOCATE
NEAR K.T.C. BUS STAND
MARCELA - AMONA ROAD
MARCELA-GOA - 403 107**