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TITLE REPORT

M/S OMKAR BUILDER & DEVELOPER, having its Office at Flat No. SF-2, House No. 820, Laxmannarayan Krupa Building, Ganesh Nagar, Candola, Marcela, Ponda Taluka (403 107), Goa, approached me and produced before me the following documents:-



1) Description of documents scrutinized:-

Sr. No.	Date of Document	Details of registration 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.	03/08/2012	Deed of Sale		Photocopy	
3.	22/08/2012	Deed of Sale			
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.	28/07/2020	Deed of Sale	Sub-Registrar, Ponda, Goa.	Photocopy	

2) 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.	M/s Omkar	Plot No. 36 admeasuring	Survey Number	Freehold	Residential	Devlay, Candola,	North: by part



	Builder & Developer.	797 Mtrs.	Sq.	2 Sub- Div. No. 1 of Revenue Village Candola.			Ponda Taluka, Goa.	of the same survey no. 2/1; South: by Plot No. 34 1 of the same sub division; East: by Survey No. ½; West: By Plots Nos. 35, 37 and by 6 Metres wide road;

FLOW OF TITLE:

(1) I have examined the documents mentioned above. From the documents examined it transpires that:

(2) **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 (painn); on or towards the West by the said Candola Comunidade pathway (painn) 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.

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.

By virtue of various Deeds of Sale duly registered in the Office of the Sub-Registrar of Ponda, the said MR. ANTONIO MARIANO J. PEGADO BRAGANZA and his wife MRS. MARIA FATIMA ALICE AFONSO BRANGANZA, MR. JOSE FILIPE PEGADO BRAGANZA, MRS. WILMA JACQUES BRAGANZA alias WILMA JAQUES BRAGANZA, MR. GORAKHNATH ATAMARAM FULARI, MRS. CHANDRIKA GORAKHNATH FULARI, MR. CHANDRAKANT ATMARAM DESSAI alias CHANDRAKANT DESAI alias CHANDRAKANT A. DESAI and MRS. JAYA CHANDRKANT DESAI, along with MRS. MELBA LIMA BRITO alias MRS. MELBA ESPECIOSA PEGADO LIMA E BRITO and MR. FERNANDO AZAVEDO REBEIRO and his wife MARIA WANDA DE LIMA PEREIRA E REBEIRO, independently purchased from the Original Owners of the said property viz; Edgar Bonaparte and his wife Myrtle Edgar Fonseca, certain portions/sub-divided approved plots of the said property and pursuant to the said Conveyances of Sale, the said of Sale duly registered in the Office of the Sub-Registrar of Ponda, the said MR. ANTONIO MARIANO J. PEGADO BRAGANZA and his wife MRS. MARIA FATIMA ALICE AFONSO BRANGANZA, MR. JOSE FILIPE PEGADO BRAGANZA, MRS. WILMA JACQUES BRAGANZA alias WILMA JAQUES BRAGANZA, MR. GORAKHNATH ATAMARAM FULARI, MRS. CHANDRIKA GORAKHNATH FULARI, MR. CHANDRAKANT ATMARAM DESSAI alias CHANDRAKANT DESAI alias CHANDRAKANT A. DESAI and MRS. JAYA CHANDRKANT DESAI (hereinafter referred to as erstwhile Owners/Vendors)



independently became the absolute owners in possession of their respective portions of the said property which includes approved sub-divided plots;

The said Owners/Vendors alongwith the said MRS. MELBA LIMA BRITO alias MRS. MELBA ESPECIOSA PEGADO LIMA E BRITO and MR. FERNANDO AZAVEDO REBEIRO and his wife MARIA WANDA DE LIMA PEREIRA E REBEIRO, in their respective Deeds of Sale also purchased undivided shares in the sub divided plots being plots nos. 34, 35, 36 & 37 and consequently the said plots were jointly owned by the said Owners/Vendors.

By virtue of a Deed of Sale dated 03/08/2012, and duly registered before the Sub-Registrar of Ponda Taluka at Ponda, under serial no. 1693/2012, the said MRS. MELBA LIMA BRITO alias MRS. MELBA ESPECIOSA PEGADO LIMA E BRITO sold all her 1/6th undivided share in the common plots in favour of the said Owners/Vendors namely MR. ANTONIO MARIANO J. PEGADO BRAGANZA MR. JOSE FILIPE PEGADO BRAGANZA, MR. GORAKHNATH ATAMARAM FULARI, and MR. CHANDRAKANT ATMARAM DESSAI alias CHANDRAKANT DESAI alias CHANDRAKANT A. DESAI.

By virtue of a Deed of Sale dated 22/08/2012, duly registered before the Sub-Registrar of Ponda Taluka at Ponda, under serial No. 2019/2012, the said MR. FERNANDO AZAVEDO REBEIRO and his wife MARIA WANDA DE LIMA PEREIRA E REBEIRO, sold all their 1/6th undivided share in the said common plots in favour of the Owners/Vendors namely MR. ANTONIO MARIANO J. PEGADO BRAGANZA MR. JOSE FILIPE PEGADO BRAGANZA, MR. GORAKHNATH ATAMARAM FULARI, and MR. CHANDRAKANT ATMARAM DESSAI alias CHANDRAKANT DESAI alias CHANDRAKANT A. DESAI.

AND pursuant to the said two Deeds of Sale dated 03/08/2012 & 22/08/2012, the said MR. ANTONIO MARIANO J. PEGADO BRAGANZA and his wife MRS. MARIA FATIMA ALICE AFONSO BRANGANZA, MR. JOSE FILIPE PEGADO BRAGANZA, MRS. WILMA JACQUES BRAGANZA alias WILMA JAQUES BRAGANZA, MR. GORAKHNATH ATAMARAM FULARI, MRS. CHANDRIKA GORAKHNATH FULARI, MR.



CHANDRAKANT ATMARAM DESSAI alias CHANDRAKANT DESAI alias CHANDRAKANT A. DESAI and MRS. JAYA CHANDRKANT DESAI became the exclusive owners in possession of the the said common sub divided plots bearing nos. 34, 35, 36 & 37, which forms a part and parcel of the said property described in Schedule (I) hereunder written :-

SCHEDULE – (I) HEREINABOVE REFERRED TO
(DESCRIPTION OF THE WHOLE PROPERTY)

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 (earlier North 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 of village Candola, admeasuring totally 2,98,800 Square Metres, 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 as follows:-

On or towards the NORTH:	by the property under Survey No. 11 of Candola and Candola Comunidade pathway;
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 (painn);
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 WEST:	by the said Candola Comunidade pathway (painn) and the properties under Survey No. 9 and Survey No. 10 of Candola;



In the original sub division plan, plot no. 37, admeasuring 662 Square Metres has been reduced to 587.30 Sq. Mtrs., the difference area of 75 Square Metres is being used to widen the existing access to plot no. 36. As per the original sub division approval, it was a 3 Metres wide access to plot no. 36 and currently the access to the said plot no. 36 has been widened. Hence a No Objection Certificate from the Office of the Town & Country Planning Department, Ponda Taluka, has been obtained for the sale of Plot No. 36, admeasuring 797 Square Metres, which forms a part and parcel of the said property described in Schedule (I) above mentioned and the same bears Reference No. TPP/362/49(6)CANDOLA/2/1/2019/29 dated 10/01/2019.

By a Deed of Sale executed on 28/07/2020 and duly registered in the Office of the Sub-Registrar of Ponda, Goa, in Book-1 Document, Registration Number PON-1-736-2020 ON 06/08/2020, the said MR. ANTONIO MARIANO J. PEGADO BRAGANZA and his wife MRS. MARIA FATIMA ALICE AFONSO BRANGANZA, MR. JOSE FILIPE PEGADO BRAGANZA, MRS. WILMA JACQUES BRAGANZA alias WILMA JAQUES BRAGANZA, MR. GORAKHNATH ATAMARAM FULARI, MRS. CHANDRIKA GORAKHNATH FULARI, MR. CHANDRAKANT ATMARAM DESSAI alias CHANDRAKANT DESAI alias CHANDRAKANT A. DESAI and MRS. JAYA CHANDRKANT DESAI, sold, conveyed and transferred unto M/S OMKAR BUILDER & DEVELOPER, one amongst the said Common Plots i.e. PLOT NO. 36 having area of 797.00 Square Metres for the total consideration of Rs. 67,74,500/- which Plot is more particularly described in THE SCHEDULE (II) hereunder written :-

SCHEDULE (II) HEREINABOVE REFERRED TO
(DESCRIPTION OF THE SAID PLOT NO. 36)

ALL THAT PLOT OF LAND designated as PLOT NO. 36 having an area of 797.00 Square Metres of the property described in THE SCHEDULE (I) hereinabove, situated within the limits of Village Panchayat Betki-Candola, Taluka Ponda, District of North Goa, State of Goa. The said entire property in which the said Plot No. 36 is located is surveyed under Survey No. 2, Sub-Division No. 1 of village Candola, situated at Candola, Ponda Taluka, Goa. The said Plot No. 36 having an area of 797.00 Square Metres is bounded as under:-



ON THE NORTH :	By part of the same property under survey no. 2/1;
ON THE SOUTH :	By Plot No. 34;
ON THE EAST :	By survey No. 1/2;
ON THE WEST :	By Plot No. 35 & 37;

THE SAID PLOT being Plot No. 36 is coming under settlement zone, it is an officially approved sub-divided plot, land of which is converted for residential purpose. The same is shown on the plan annexed to the said Deed of Sale and for better clarity marked thereon with red colour boundary lines and for the sake of brevity is hereinafter referred to as "THE SAID PLOT". The N.O.C. issued by the Town and Country Planning Department, Ponda, Goa, bearing Ref. No. TPP/362/49 (6) Candola /2/1/2019/29 dtd. 10/01/2019 for the registration of the deed of sale of the said Plot is annexed hereto.

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:-

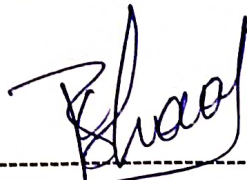
Possession is delivered to the owner by the said Erstwhile Owners.

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 Plot and therefore I certify that M/s OMKAR BUILDER & DEVELOPER represented by **MRS. MANSI MAHESH TALEKAR** and **MR. MAHESH PANDURANG TALEKAR** has an absolute, clear and marketable title over the said Plot without any encumbrance.

Date:- 01 / 03 / 2021.

Place:- Marcela-Goa.



Signature & Seal of Advocate



K. L. BHAGAT
ADVOCATE
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