KISHORE L. BHAGAT
Advocate

Mobile : 9881313831

Residence :
H.No. 617,
"Shri Samarth Niwas,
Ganesh Nagar, Khandola,
P.O., Marcela - Goa (403 107)
Ph. : 2288013

Office :
Marcela - Amona Road,
Near K.T.C Bus Terminus,
Marcela - Goa.

Office :
GF-1,
Sindhura Bldg., St. Inez
Panaji - Goa 403 101
Email : kishore.l.bhagat@gmail.com

TITLE REPORT

(1) MRS. MANSI MAHESH TALEKAR, Sole Proprietor of M/S OMKAR BUILDER & DEVELOPER residing at House No. 443/5/1/3/TF/01/105, 3rd Floor, Adonis Blue Plaza Building, Marcela, Tivrem, P. O. Marcela (403 107), Ponda Taluka, South Goa District of the State of Goa, approached me and produced before me the following documents:-

(1) Description of documents scrutinized:-

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	Deed of Conveyance Reg. No. 364 at pages 329 to 362, Book No. I, Vol. No. 321 on 16/4/1997.	Sub-Reg. Ponda.	Photocopy	
3.	03/03/1997	Deed of Conveyance Reg. No. 365 at pages 165 to 198, Book No. I, Vol. No. 321 on 16/4/1997.	Sub-Reg. Ponda.	Photocopy	
4.		Form I and XIV of Survey No. 2/1;	Revenue Dept. Tiswadi Taluka.	Photocopy	
5.	27/03/1987	Conversion Sanad issued by the Dy. Collector, Ponda, Goa. Letter No. LRC/CONV/272/86	Dy. Collector, Ponda.	Photocopy	
6.	21/05/1987	NOC of PWD for Sub-Division of Plot, Letter No. PWD/SDI/WDXVIII/F.20/ 32/87-88.	PWD, Ponda, Goa.		
7.	10/6/1993	NOC of PWD for Sub-Division of Plot, Letter No. PWD/SDI/WDXVIII/F.20/ 32/87-88/233/1993-94.	PWD, Ponda, Goa.	Photocopy	
8.	1/9/1993	Final NOC for the development of the property granted by Panchayat, Letter No. VP/BC/93-94/SUB-DIV/FINAL N.O.C./501	V. P. Betqui Candola.	Photocopy	
9.	28/02/2025 01/03/2025	Deed of Sale of Plot No. 180. Book-1 Document, Reg. No.PON-1-338-2025 on 01/03/2025. Deed of Sale of Plot No. 181. Book-1 Document, Reg. No.PON-1-349-2025 on 01/03/2025.	Sub-Registrar, Ponda, Goa. Sub-Registrar, Ponda, Goa.	Photocopy Photocopy	
10.	17/07/2025	Construction Licence No. VP/BC/2025-26/517/07.	V. P. Betqui-Candola.	Photocopy .	
11.	23/06/2025	Technical Clearance Order No. TPP/99/Const/Candola/2/1/ 180/181/2025/1859.	T. C. P. Ponda, Goa.	Photocopy	
12.	25/06/2025	NOC on sanitation point of	Directorat	Photocopy	

K. L. BHAGAT
Near K.T.C. Bus Stand Margao Goa
ADVOCATE

		view. No. DHS/2025/DHS0901/O0055/41 dtd. 25/06/2025.	e of Health Services, PHC Betki.		
13.		Nil Encumbrance Certificate.	Sub-Registrar, Ponda, Goa.	Photocopy	

2) Description of Property/Properties:

SCHEDULE - I

(Description of the said Property)

All that property known as **" DULAY " or "DEULAE "** or **'DEULAY '** situated at Candola village of Ponda Taluka within the jurisdiction of the Betqui-Candola Village Panchayat,Registration Sub-District of Ponda, District of North Goa of the State of Goa, described in the Land Registration Office of Ilhas at Panaji under No. 1153 of the Book B.14 (old) at page 24 overleaf and enrolled in the Taluka Revenue Office of Ponda under Matriz represented in the Revenue Survey of Candola Village under Survey Nos. 2/1 and 39/0, admeasuring totally 41.7760 Hectares It is bounded at present on or towards the East: by the CandolaComunidade pathway (painn), 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 CandolaComunidade pathway (Painn); on or towards the West: by the said CandolaComunidade pathway (painn) and the properties under Survey Nos. 9 and Survey No. 10 of Candola and on or towards the North by the property under Survey No. 11 of Candola and said CandolaComunidade pathway (ain).

SCHEDULE (II) HEREINABOVE REFERRED TO

(Description of the said Plot No. 180 hereby conveyed/sold)

All that piece and parcel of land being part of the property described in Schedule I above and being its subdivided **Plot No. 180 admeasuring 374.00 square meters** or thereabouts from its Survey No. 2/1.

On or towards the NORTH:	By the Plot No. 185 of the same property;

On or towards the SOUTH:	By the road 8.00 Meters wide;
On or towards the EAST:	By Plot No. 181 of the same property; and
On or towards the WEST :	By open space of the said property;

SCHEDULE (II) HEREINABOVE REFERRED TO

(Description of the said Plot No. 181 hereby conveyed/sold)

All that piece and parcel of land being part of the property described in Schedule I above and being its subdivided **Plot No. 181 admeasuring 376.00 square meters** or thereabouts from its Survey No. 2/1.

On or towards the NORTH:	By the Plot No. 186 of the same property;
On or towards the SOUTH:	By the road 8.00 Meters wide;
On or towards the EAST:	By Plot No. 182 of the same property; and
On or towards the WEST :	By Plot No. 180 of the same property;

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

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

At Village Candola, which is within the limits of Village Panchayat of Betqui-Candola, Sub-District of Ponda Taluka, District of Goa, there exists an immovable property known as **"DULAY" or "DEULAE" or "DEULAY",** shown in the survey records as **"DEVLA BHAT".** The said entire property is presently surveyed under No. 2/1 and 39/0 and totally admeasures 41.7760 hectares. The said entire property is described in the Land Registration Office of Panjim, under No. 1153 of Book B-14 (old) at Pages 24 overleaf and enrolled in the Taluka Revenue Office at Ponda, under Matriz No. 45 of Candola (referred to hereinafter as the "SAID PROPERTY");

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;

K. L. BHAGAT
Near K.T.C.
Bus Stand
Margao Goa
ADVOCATE

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 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.

K. L. BHAGAT Near M.T.C. Bus Stand Mapusa Goa ADVOCATE

From time to time various portions of the SAID PROPERTY 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. 70/1996/A.

After a series of discussions, the said Special Civil Suit No. 70/1996/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 two Deeds of Conveyance executed on 3/03/1997, duly registered in the Office of the Sub-Registrar of Ponda, vide Registered No. 365 at pages 165 to 198 of the Book I, Volume 321, on 15/04/1997 and No. 369 at pages 329 to 362 of the Book I, Volume 321, on 16/04/1997, the said **MR. EDGAR BONAPARTE FONSECA and his wife MRS. MYRTLE EDGAR FONSECA, transferred and conveyed unto Shri FERNANDO CLAUDIO DE AZEVEDO RIBEIRO**, resident of Azevedo House, Subhashchandra Bose Road, Panaji, Goa, certain portions of the said Property, which included PLOTS Nos. 180 & 181 as well As various other sub-divided plots, which were developed as such, with the Final NOCs from the Competent Authorities and pursuant to the said Conveyances of Sale, the said **Shri FERNANDO CLAUDIO DE AZEVEDO RIBEIRO, who was married to SMT. MARIA WANDA DE LIMA PEREIRA e RIBEIRO** (Hereinafter for the sake of brevity are referred to as **" SHRI FERNANDO & SMT. MARIA"**), became the absolute owners in exclusive possession of the said Portions of the said Property, without any obstruction or interference from anyone whomsoever, and were entitled to sell, transfer or dispose of the said Portion of Land to any party whomsoever as per their discretion. The said Portions of Land of which the said PLOTS Nos. 180 & 181 forms a part, **are surveyed under Survey No. 2 Sub-Division No. 1 of village Candola.**

" SHRI FERNANDO & SMT. MARIA" were entitled to subdivide the said Portions of land into Plots with amenities and facilities such as internal tar roads, open space and rain water drains.

" SHRI FERNANDO & SMT. MARIA" sub-divided the said Portions 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 Portions 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 Portions 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.

P. W. D. vide Letter No. PWD/SDI/WDXVIII/F.20/32/87-88 dtd. 21/05/1987and Letter No. PWD/SDI/WDXVIII/F-20/32-87-88/233/1993-94 dtd. 10/06/1993 granted final N.O.C. for the sub-divided Plots Nos. 52 to 55, **119 to 228**, 236 to 249 and 335 to 398 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/93-94/Sub-Div/FINAL N.O.C./501 dtd. 01/09/1993 has granted final N.O.C. for the sub-divided Plots Nos. 52 to 55, 119 to 228, 236 to 249 and 335 to 398, forming part of the said Portion of Land, surveyed under Survey No. 2/1 of village Candola.

By virtue of two Deeds of Conveyance executed on the 3rd March, 1997 and registered in the Office of the Sub-Registrar at Ponda under No. 365 at pages 165 to 198 of the Book I, Volume 321, on 15/04/1997 and No. 369 at pages 329 to 362 of the Book I, Volume 321, on 16/04/1997, Shri **FERNANDO CLAUDIO DE AZEVEDO RIBEIRO**, and his wife, Smt. **MARIA WANDA DELIMA PEREIRA e RIBEIRO** purchased certain portions of the "said property " which include, Plots No. 180 and Plots No. 181 as well as various other sub-divided Plots which were developed as such, with the Final NOCs from the Competent Authorities pursuant to which they became the owners in possession of the aforesaid Plots Nos. 180 & 181;

Under a DEED OF SALE executed on 13/03/2020 and duly registered in the Office of the Sub-Registrar of Ponda, Goa, in Book-1 Document, Registration No. PON-1-338-2020 on 13/03/2020, The above mentioned Shri **FERNANDO CLAUDIO DE AZEVEDO RIBEIRO**, and his wife, Smt. **MARIA WANDA DELIMA PEREIRA e RIBEIRO**, sold, conveyed and transferred unto **SHRI RUDRESH AVINASH SAKHARDANDE** the said Plots No. 180; Under a DEED OF SALE executed on 31/10/2020 and duly registered in the Office of the Sub-Registrar of Ponda, Goa, in Book-1 Document, Registration No. PON-1-1151-2020 on 06/11/2020, The above mentioned Shri **FERNANDO CLAUDIO DE AZEVEDO RIBEIRO**, and his wife, Smt. **MARIA WANDA DELIMA PEREIRA e RIBEIRO**, sold, conveyed and transferred unto **SHRI RUDRESH AVINASH SAKHARDANDE** the said Plots No. 181, whereby **SHRI RUDRESH AVINASH SAKHARDANDE** became the absolute owner in possession of the said two Plots.

From the above flow of titles, it is clarified that the said entire property bearing Survey No. 2/1 of Candola village, was converted and sub-divided into different portions and one such portion was conveyed to the said Shri **FERNANDO CLAUDIO DE AZEVEDO RIBEIRO**, and his wife, Smt. **MARIA WANDA DELIMA PEREIRA e RIBEIRO**, who have sub-divided the said portion into different Plots, as mentioned hereinabove. So also other portions were sold to Shri Francisco Xavier de Souza e Brito, Mr. Jose Felipe Pegado Braganza, Mr. Goraknath Atmaram Fulari, Mr. Chandrakant Atmaram Dessai and Mrs. Maria Fatima Alica Afonso Braganza, who have also developed their respective portions into Plots. All the said six parties have sold sub-divided plots forming part of said Survey No. 2/1 to several different buyers, who have obtained mutation of the said plots in their names and accordingly their names are figuring in the Occupant's column of Survey No. 2/1. The names appearing in the same Occupant column are the owners of the respective sub-divided plots and not common co-owners of entire property. The names appearing in the Other Rights column are holding and enjoying other rights in certain portions of the said property, which are not located in the said portions sub-divided into Plots.

Since the names appearing in the Occupant's column of Survey No. 2/1 are the individual owners of the different sub-divided plots, the partition of the said entire property amongst the Occupants of the said Sub-Divided Plots are not necessary and cannot be done, as they are not common co-owners of the said entire property.

The sanad granting permission for residential purpose is for an area of 2,19,220 Square Meters whereas Form I & XIV of Survey No. 2/1 is total admeasuring 2,89,730 Square Meters, wherein sanad issued is for lesser area. So also conversion sanad speaks Conversion of land is allowed for Residential use only.

It is not necessary that conversion sanad should be obtained for the entire area of the property. Sanad is obtained only for the area required to be sub-divided into different Plots. In the present case conversion sanad is obtained for an area of 2,19,220 Square Meters, and all the above said sub-divided Plots are located within the converted area. The area of land in which the said Mundkarial Houses and Chapel are located are not falling within the area of the said sub-divided Plots. Also the portion of the said property in which the said Mundkarial Houses and Chapel are situated is not located in the portion of the said area purchased by said Shri **FERNANDO CLAUDIO DE AZEVEDO RIBEIRO**, and his wife, Smt. **MARIA WANDA DELIMA PEREIRA e RIBEIRO.** Therefore the responsibility of safeguarding the title and interest of the said Mundkarial Houses and the said Chapel is of the Original Owners and neither of said Ribeiro or Mrs. Mansi Mahesh Talekar and Mr. Mahesh Talekar.

K. L. BHAGAT ADVOCATE

By virtue of above two Deeds of Sale and also **MRS. MANSI MAHESH TALEKAR** having married to **MR. MAHESH TALEKAR,** which is registered in the Office of the Civil Registrar cum Sub-Registrar at Goa, under the regime of Communion of Assets in force in Goa, they both have become moiety holders in the said Plots and thus being moiety holders have become entitled to half undivided share, rights, title and interest, in the said Plots in equal proportion.

Both the said Plots of land described in THE SCHEDULE (II) hereinabove referred to, for the sake of brevity are hereinafter collectively referred to as "THE SAID PLOTS".

M/S OMKAR BUILDER & DEVELOPER, a Proprietorship registered under Udyam Registration number. GA02A0000763 on 04/01/2017 with Udyog Aadhaar Office at Panaji, Goa, of **(1) MRS. MANSI TALEKAR alias MANSI MAHESH TALEKAR,** daughter of Baburao Yashwant Rane, aged 37 years, Married, Business, Indian National, (Having Permanent Account Number BJUPR7830P, Elector Photo Identity Card Number SST0231258, Mobile Number 7972147432 & Email ID omkarbuilderdeveloper@gmail.com), residing at House No. 443/5/1/3/TF/105,

3rd Floor, Adonis Blue Plaza Building, Marcela, Tivrem, P. O. Marcela (403 107), Ponda Taluka, South Goa District of the State of Goa, **is the sole Proprietor of M/S OMKAR BUILDER & DEVELOPER,** and she is conducting business of Builder/Developer of the Plots by constructing buildings thereon and selling the premises of the same buildings to the various buyers on ownership basis, in the name and style **M/S OMKAR BUILDER & DEVELOPER,** and same business is branded in the name of **M/S OMKAR BUILDER & DEVELOPER** and all the bills books, receipt books, vouchers, are printed and maintained in the name of **M/S OMKAR BUILDER & DEVELOPER** and also the Bank Accounts are also opened in the name of **M/S OMKAR BUILDER & DEVELOPER.** The Pan Card and GST registration are also maintained in the name of **M/S OMKAR BUILDER & DEVELOPER.** In the Office of the RERA at Panaji, Goa, the proposed Project in the said Plots is going to be registered in the name of **M/S OMKAR BUILDER & DEVELOPER.** All the proposed Agreements, Sale Deeds and other conveyance Deeds, Documents, and all other papers would be in the name of **M/S OMKAR BUILDER & DEVELOPER and would be signed by MRS. MANSI TALEKAR alias MANSI MAHESH TALEKAR, as Sole Proprietor of M/S OMKAR BUILDER & DEVELOPER.**

MRS. MANSI TALEKAR alias MANSI MAHESH TALEKAR, is developing the above Plots by constructing building thereon and further to sell the Flats, Shops and other premises of such building to the Buyers for consideration. She has obtained all the approvals, N.O.Cs. from the concerned Statutory Public Authorities and the Construction Licence from the V. P. Betqui-Candola, for the proposed Project in the said Plots in the name of **Mrs. Mansi M. Talekar & Mr. Mahesh Talekar.**

Mrs. Mansi M. Talekar & Mr. Mahesh Talekar subsequently after having complied the prescribed procedures provided under the Land Revenue Code, got the said Plots mutated in their favour and accordingly their names appear in the Occupant Column of the Form I and XIV of the Records of Rights of Survey No. 2 Sub-Division No. 1 of village Candola, Ponda Taluka, Goa.

Mrs. Mansi M. Talekar & Mr. Mahesh Talekar own and seized the above referred Plots and they are the exclusive owners of the same without any obstruction or interference from anyone whomsoever.

The said **Mrs. Mansi M. Talekar, sole Prop. Of M/S OMKAR BUILDER & DEVELOPER (Hereinafter for the sake of brevity is referred**

to as "THE BUILDER/VENDOR") has decided to develop the said Plots by constructing building thereon. The Builder got the said two Plots amalgamated into one Plot.

The Builder/Vendor has obtained the necessary approvals and permission from the concerned authorities in the name of **Mrs. Mansi M. Talekar & Mr. Mahesh Talekar** as detailed hereunder for putting up the said project of construction of a building, to be known as " **OMKAR SHANTADURGA RESIDENCY** " as per the approved Plans and specification:-

(i) Construction Licence bearing Ref. No. VP/BC/2025-26/517/07 dated 17/07/2025 from Village Panchayat Betqui-Candola;

(ii) Technical Clearance Order bearing Ref. No. TPP/99/Const/Candola/2/1/180/181/2025/1859 dtd. 23/06/2025 from the Town and Country Planning Dept. Ponda, Goa;

(iii) N.O. Certificate on sanitation point of view bearing Ref. No. DHS/2025/DHS0901/O0055/41 dtd. 25/06/2025 issued by the Primary Health Centre, Betki;

(iv) Construction Plan duly approved by all the concerned Statutory Public Authorities;

The Builder/Vendor has confirmed that the Builder/Vendor shall be entitled to develop the said Plots by exploitation of the full development potential of the said Plots available as of the date on the said Plots and by loading Transferable Development Right (T.D.R.) purchased from the open market (totally at Builder's/Vendor's costs, charges and expenses) as per the Development Rules in force;

All the premises of the constructed area in the Building will entirely belong to the Builder/Vendor. The Builder/Vendor will have full rights to deal with/sell and/or dispose of all Premises of the proposed building to third parties as the Builder/VFendor may deem fit and proper and appropriate the consideration thereof to the own account of the Builder/Vendor viz. **"OMKAR BUILDER AND DEVELOPER OMKAR SHANTADURGA RESIDENCY RERA ACCOUNT"**.

The Builder/Vendor herein prepared a scheme for the development of the said **Plots** by constructing a Residential Building having Stilt Floor, First Floor, Second Floor, Third Floor, Fourth Floor and Compound wall, consisting

of Five Flats on the First Floor, Five Flats on the Second Floor, Five Flats on the Third Floor, and five Flats on the Fourth Floor, (as per the existing approved construction plan), and Compound Wall, which building is shown in the approved construction plan and is hereinafter referred to as "THE SAID BUILDING", which is now named as " **OMKAR SHANTADURGA RESIDENCY** ".

That the construction of the said building is thus perfectly a legal construction. The construction of the said Building is being carried on by conforming to and in accordance with the approved plans and specifications. The Builder/Vendor is entitled to sell and/or transfer all the Flats, Stilt Parkings and other premises of the said Building or any part or portion of the said Building to any buyers of her choice.

(4) ENCUMBRANCE IF ANY –

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

(5) EVIDENCE OF POSSESSION:-

Possession is delivered to **MRS. MANSI MAHESH TALEKAR and MR. MAHESH PANDURANG TALEKAR alias MAHESH TALEKAR** by the said Erstwhile Owners.

(6) The said **M/S OMKAR BUILDER & DEVELOPER,** is entitled to the ownership, possession and title of the said Plots with development rights. All the premises of the constructed area in the Building will entirely belong to **M/S OMKAR BUILDER & DEVELOPER** , the Builder/Vendor will have full rights to deal with/sell and/or dispose of all Premises of the proposed building to third parties as may deem fit and proper and appropriate the consideration thereof to the own account of the Builder/Vendor.

(7) The said MR. MAHESH TALEKAR, being the owner of half undivided share, rights, title and interest in the said Plots, is also Landowner Promoter of the said Project and require to sign all the papers related to the said Project. However on account of his own work assignments, He is not able to look after, supervise, manage and to do the legal procedure/formalities in respect of the development of the said Plots personally and to remain present to execute and sign all the Deed/s of Sale, Agreement/s of Sale and all other Deed/s and

Document/s for the sale of the premises of the said building to the prospective buyers and further not able to appear before the Sub-Registrar of Ponda, Goa, Officer of the RERA, Town and Country Planning Department, V. P. Betqui-Candola or any other concerned Statutory Public Authorities for the purpose of registration of the Agreement, Sale Deeds, Conveyance Deeds and any other relevant documents, to obtain registration of the Project under RERA and for all other matters related to the said Project; and therefore MR. MAHESH TALEKAR vide a POWER OF ATTORNEY executed in favour of his wife **MRS. MANSI TALEKAR alias MANSI MAHESH TALEKAR, Sole Proprietor of M/S OMKAR BUILDER & DEVELOPER,** to brand, develop, market, sign agreements, sale deeds, collect payments, in the name of **MRS. MANSI TALEKAR alias MANSI MAHESH TALEKAR,** and operate bank accounts for the proposed Project **viz. "OMKAR BUILDER AND DEVELOPER OMKAR SHANTADURGA RESIDENCY RERA ACCOUNT";**

(8) I have inspected and verified all the documents presented to me and I am satisfied that they are properly executed, attested, signed and / or issued before / by the respective authorities and in accordance with the laws in force during the respective periods.

Certificate of title and No Encumbrance

I have examined the original title deeds relating to the property i.e. the said Plots, 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 Plots and therefore I certify that M/s OMKAR BUILDER & DEVELOPER Sole Proprietary concern of **MRS. MANSI MAHESH TALEKAR with MR. MAHESH PANDURANG TALEKAR** has an absolute, clear and marketable title over the said Plots without any encumbrance and they are entitled to develop the said Plots by constructing a building thereon and to sell the premises of the same building to the prospective buyers.

Date:- 11 / 03 / 2026.

Place:- Marcela-Goa.

Signature & Seal of Advocate

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

K. L. BHAGAT
Near K.T.C. Bus Stand
Marcela Goa
ADVOCATE