

*Sanjay A. Shirodkar*

ADVOCATE & NOTARY

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**TITLE REPORT IN RESPECT OF THE PROPERTY DESCRIBED IN  
SCHEDULE 'II' BELOW**

**Schedule 'I'**

**Description of entire property -**

The area admeasuring 4143 sq. mts. is the portion of the survey holding no.93/4 of village Varca and the same is the portion and/or the part of the landed property known as DUGAXETTVELY BHIM alias DUGAXETTVELY BHUIM alias FORCO DUKHASHELA VELLI BUE, situated in the village Varca, Salcete, Goa, and the area of 4143 sq. mts. is bounded on the :-

East - by the property of Aladina Fernandes;

West - by the property of the heirs of Angela Fernandes;

North - by public road;

South - by water drain;

This property shall hereinafter be referred to as the "SAID PROPERTY"

**Schedule - II**

All that major part of the property described above, situated at Varca, within the area of village panchayat of Varca, taluka of Salcete, district of south Goa, state of Goa, described in the land registration office of Salcete, under no.21986 of Book B-56 at pages 122v of new series, not enrolled in the land revenue office of salcete. The said part is surveyed under no.93/4-C of village Varca having an area of 3443 sq. mts. and is bounded on the :-





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East - by part of the entire property now surveyed under no.93/4-A;

West - by remaining part of the same property;

North - by village panchayat road; and

South - by property surveyed under no.94;

This portion of the property described in Schedule 'II' hereto shall hereinafter be referred to as the "SAID PORTION".

Xerox copies of the following documents were submitted for my scrutiny for issuing this Title Report :-

- ① Public Deed of Gift drawn on 04/07/1939 by the Assistant to Notary in charge of Salcete, Mr. Domingoes Augustinho Pereira, recorded at pages 8 to 10 of Book no.475.
2. Certificate of Inscription and Description issued by the Office of Land Registrar, in respect of Description no.21986, at pages 122v of Book B no.56 new series, along with its Inscription. X
3. Deed of Succession dated 04/08/2002 recorded at folio 26 of Deeds book no.1439 in the office of the Notary Public Ex-officio of Salcete, at Margao Goa; X
4. Deed of Relinquishment dated 06/05/2003, duly recorded at folio 1 of Deeds book no.1448 dated 8/7/2003, in the office of the Notary Public Ex-officio of Salcete, at Margao Goa. X
5. Deed of Partition executed on 06/05/2003, duly registered in the office of the sub registrar of salcete, at Margao, under no.1544 at pages 420 to 497 of Book no.I Vol. no.1475 dated 23/05/2003. X
6. Conversion Sanad dated 05/02/2008 issued by the Office of Collector, South Goa District, Margao, under no.AC-II/SG/CONV/194/2007. X

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7. Deed of Sale dated 15/04/2008 duly registered in the office of the Sub Registrar of Salcete, at Margao, under no.2327 at pages 47 to 67 of Book no.I Vol. no.2946 dated 29/04/2008,
8. Deed of Declaration dated 17/04/2008 duly registered in the office of the sub registrar of salcete, at Margao, under no.2328 at pages 68 to 84 of Book no.I Vol. no.2946 dated 29/04/2008, ~~202~~
9. Deed of Sale dated 01/07/2008 duly registered in the office of the sub registrar of salcete, at Margao, under no.3615 at pages 120 to 151 of Book no.I Vol. no.3043 dated 10/07/2008.
- 10(i) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3636 at pages 1 to 18 of book no.I vol. no.3045 dated 10/07/2008 for the sale of ROW HOUSE identified as RH-3 having super built-up area of 177.13 sq. mts. along Open terrace of 24.30 sq. mts and a Car Porch on the ground floor of the building.
- 10(ii). Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3634 at pages 268 to 289 of book no.I vol. no.3044 dated 10/07/2008 for the sale of SHOP identified as SH-14 having super built-up area of 23.58 sq. mts. to be located on the ground floor of the building.
- 10(iii) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3626 at pages 122 to 140 of book no.I vol. no.3044 dated 10/07/2008 for the sale of SHOP identified as SH-15 having super built-up area of 25.57 sq. mts. to be located on the ground floor of the building.
- 10(iv) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3630 at pages 196 to 213 of book no.I vol. no.3044 dated 10/07/2008 for the sale of SHOP identified as SH-16 having super built-up area of 25.57 sq. mts. to be located on the ground floor of the building.



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- 10(v) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3628 at pages 160 to 177 of book no.I vol. no.3044 dated 10/07/2008 for the sale of SHOP identified as SH-17 having super built-up area of 29.56 sq. mts. to be located on the ground floor of the building.
- 10(vi) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3632 at pages 232 to 249 of book no.I vol. no.3044 dated 10/07/2008 for the sale of SHOP identified as SH-18 having super built-up area of 30.81 sq. mts. to be located on the ground floor of the building.
- 10(vii) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3629 at pages 178 to 195 of book no.I vol. no.3044 dated 10/07/2008 for the sale of FLAT identified as A-S-1 having super built-up area of 98.20 sq. mts. to be located on the Second Floor of the building.
- 10(viii) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3627 at pages 141 to 159 of book no.I vol. no.3044 dated 10/07/2008 for the sale of FLAT identified as A-S-2 having super built-up area of 98.20 sq. mts. to be located on the Second Floor of the building.
- 10(ix) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3625 at pages 103 to 121 of book no.I vol. no.3044 dated 10/07/2008 for the sale of FLAT identified as A-S-3 having super built-up area of 98.20 sq. mts. to be located on the Second Floor of the building.
- 10(x) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3635 at pages 286 to 303 of book no.I vol. no.3044 dated 10/07/2008 for the sale of FLAT identified as A-S-5 having super built-up area of 98.20 sq. mts. to be located on the Second Floor of the building.

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10(xi) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3633 at pages 250 to 267 of book no.I vol. no.3044 dated 10/07/2008 for the sale of FLAT identified as A-S-7 having super built-up area of 98.20 sq. mts. to be located on the Second Floor of the building.

10(xii) Agreement for Construction and Sale dated 1/7/2008 duly registered in the office of the Sub Registrar of Salcete at Margao, under no.3631 at pages 214 to 231 of book no.I vol. no.3044 dated 10/07/2008 for the sale of FLAT identified as A-S-8 having super built-up area of 97.22 sq. mts. to be located on the Second Floor of the building.

11(i) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04323-2015 dated 22/09/2015.

11(ii) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04324-2015 dated 22/09/2015.

11(iii) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04326-2015 dated 22/09/2015.

11(iv) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04325-2015 dated 22/09/2015.

11(v) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04320-2015 dated 22/09/2015.





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- 11(vi) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04321-2015 dated 22/09/2015.
- 11(vii) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04327-2015 dated 22/09/2015.
- 11(viii) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04328-2015 dated 22/09/2015.
- 11(ix) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04315-2015 dated 22/09/2015.
- 11(x) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04318-2015 dated 22/09/2015.
- 11(xi) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04319-2015 dated 22/09/2015.
- 11(xii) Deed of Cancellation dated 22/09/2015 of the Agreement for Construction and Sale dated 1/7/2008, which Deed is duly registered in the office of the Sub Registrar of Salcete at Margao, under no.MGO-BK1-04322-2015 dated 22/09/2015.
12. Judgment and Order dated 13/04/2010 passed by the Dy. Collector in Partition Case no.LRC/PART/253/2009-III.





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13. Form I & XIV in respect of the property bearing survey no.93 sub-division no.4-C of village Varca.

14. Deed of Sale dated 23/09/2015 duly registered in the office of the sub registrar of Salcete at Margao, under no.MGO-BK1-04331-2015, in respect of the said Portion described in Schedule 'II' above.

After going through all the above documents submitted to me by Mr. Antonio M. Pinto r/o Varca, Salcete, Goa, the Partner of M/s. WE BUILDERS & REALTORS, a partnership firm having registered office at Varca, Salcete, Goa, and based on the said documents, I have issued this Title Certificate as under -

1. As per document no.1, which is a Deed of Gift dated 4/7/1939, Maria Aurora Policena Cota alias Maria Policena Cota, during her lifetime executed this document gifting the SAID PROPERTY among other properties, in favour of her grandson, ANTONIO PEDRO PAULO ADRIAO DE PURIFICACAO FURTADO E NORONHA alias ANTONIO ADRIAO FURTADO and his wife, LIRA ANATALIA AURORA FERNANDES, by retaining for herself, during her lifetime, the usufruct of the same, which Usufruct subsequently came to an end upon the death of said Maria Aurora Policena Cota.

2. As per document no.2, which is Certificate of Inscription and Description, the SAID PROPERTY is found inscribed in the Land Registration Records of Salcete, under Inscription no.31739 in favour of said Antonio Pedro Paulo Adriaio de Purificacao Furtado e Noronha and his wife, Lira Anatalia Aurora Fernandes.





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3. As per document no.3, which is Deed of Succession dated 04/08/2002, it is confirmed that said Antonio Pedro Paulo Adriaio de Purificacao Furtado e Noronha alias Antonio Pedro Paulo Adriaio Purificacao Noronha Furtado alias Antonio Adriaio Furtado also known as Adriaio Furtado who hailed from Carmona, died on 29/6/2001 intestate, without executing any will or other disposition of his last wish, but leaving behind him, his widow Lira Anatalia Aurora Fernandes as his "moiety sharer", and as his heirs, his three children, namely -

- i) Mr. Maria Oxler Bailon Exaltacao de Antonio Furtado alias Oxler Furtado married to Veneta Levia Noronha e Furtado;
- ii) Mrs. Zita Polecena Agnela Furtado alias Zita Policena Furtado married to Alvaro Barreto; and
- iii) Mr. Agnelo Paulo Joaquim Pizarro de Jesus Furtado married to Maria Flavia D'Souza;

4. As per document no.4, which is a Deed of Relinquishment dated 06/05/2003, the above referred daughter of Antonio Adriaio Furtado, namely, Zita Policena Agnela Furtado alias Zita Policena Furtado e Barreto along with her husband Alvaro Barreto alias Jose Antonio Francisco Alvaro do Rosario Barreto both residents of Velsao, Goa, relinquished, released and renounced gratuitously and voluntarily all their illiquid rights to the inheritance left by their deceased father/father-in-law, Antonio Adriaio Furtado, in terms of Article 2029 of the Portuguese Civil Code still in force in the state of Goa, in favour of other co-heirs or remaining heirs.







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5. As per document no.5, which is Deed of Partition executed on 06/05/2003, the remaining heirs of late Antonio Adriano Furtado, namely, (1) Lira Anatalia Aurora Fernandes, widow (2) son, Mr. Maria Oxler Bailon Exaltacao de Antonio Furtado alias Oxler Furtado & his wife, Veneta Levia Noronha e Furtado alias veneta Noronha; and (3) son, Mr. Agnelo Paulo Joaquim Pizarro de Jesus Furtado & his wife, Maria Flavia De Souza; the entire estate of late ANTONIO ADRIAO FURTADO, was divided into meets and bounds, wherein, Mr. Maria Oxler Bailon Exaltacao de Antonio Furtado alias Oxler Furtado & his wife, Veneta Levia Noronha e Furtado were allotted among other properties, the SAID PROPERTY described in Schedule 'I' hereto.
6. As per document no.6, which is Conversion Sanad dated 05/02/2008, the Office of Addl. Collector II, South Goa, Margao, has allowed the conversion of the said property bearing survey no.93/4(part) of an area of 3135 sq. mts. for the purpose of residential use only.
7. As per document no.7, which is a Deed of Sale dated 15/04/2008, said Mr. Oxler Furtado and his wife, sold a larger portion of the SAID PROPERTY which PORTION is described in Schedule 'II' above, to M/s. UNICON INFRABUILD PVT. LTD. a company incorporated under the Companies Act 1956, having its registered office at A-21, Lajpat Nagar-3, New Delhi.
8. As per document no.8, which is a Deed of Declaration dated 17/04/2008, the document no.7, i. e. Deed of Sale dated 15/04/2008, was rectified for payment of additional stamp duty.






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9. As per document no.9, which is Deed of Sale dated 01/07/2008, said M/s. UNICON INFRABUILD PVT. LTD. sold the SAID PORTION to Mr. MILIND BALWANT NENE, Sole proprietor of M/s. SIDHIVINAYAK CONSTRUCTIONS, having office at SH-8, Krish Residency, Malbhat, Margao, Goa, and resident of A/10, Suyog Co-op. Hsg. Society, Mulund (E), Mumbai, on certain terms and conditions including construction of premises in the SAID PORTION, and for the purpose of construction of the premises, separate Agreements were executed between said M/s. UNICON INFRABUILD PVT. LTD. and Mr. MILIND BALWANT NENE, which are documents no.10(i) to 10(xii).

10. As per documents no.10(i) to 10(xii), the Owner said Mr. Milind Balwant Nene had agreed to construct and allot to M/s. Unicon Infrabuild Pvt. Ltd., premises in the SAID PORTION, however, said Mr. Milind Balwant Nene could not carry on the development and construction of the premises in the SAID PORTION owing to technical difficulties and both the parties agreed not to act upon the said Agreements i.e. documents no.10(i) to 10(xii), and to dispose of the same on the terms and conditions to be agreed between them. 

It was also agreed between said M/s. Unicon Infrabuild Pvt. Ltd. and Mr. Milind Balwant Nene that the said Agreements i.e. documents no.10(i) to 10(xii) entered into between the parties will not be binding legally since the parties have agreed to dispose of the SAID PORTION on agreed terms. 



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11. As per documents no.11(i) to 11(xii), said Mr. Milind Balwant Nene sole proprietor of M/s. Sidhivinayak Constructions and M/s. Unicon Infrabuild Pvt. Ltd. have mutually arrived at a settlement and cancelled the documents no.10(i) to 10(xii) executed between them.

12. As per document no.12, which is Judgment and Order dated 13/04/2010 passed by the Dy. Collector in Partition Case no.LRC/PART/253/2009-III, the area purchased by M/s. Unicon Infrabuild Pvt. Ltd. was partitioned i.e. an area of 3443 sq. mts. and was allotted a separate sub-division number i.e. 93/4-C.

13. As per document no.13, which is Form I & XIV, the SAID PORTION bearing survey no.93 sub-division no.4-C of village Varca, is recorded in the name of the Company, said UNICON INFRABUILD PVT. LTD.

14. As per document no.14, said Mr. Milind Balwant Nene, Sole proprietor of M/s. SIDHIVINAYAK CONSTRUCTIONS, as the "VENDOR" and M/s. Unicon Infrabuild Pvt. Ltd., as the "CONFIRMING PARTY" sold the SAID PORTION described in Schedule 'II' above, to M/s. WE BUILDERS & REALTORS, a partnership firm having registered office at Varca, Salcete, Goa, who are now the OWNERS and in possession of the SAID PORTION described in Schedule 'II' above, and they are entitled to develop the same and construct thereon buildings/row houses etc.





*Sanjay A. Shirodkar*

ADVOCATE & NOTARY

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That the Agreements executed between said M/s. Unicon Infrabuild Pvt. Ltd. AND Mr. Milind Balwant Nene have not been acted upon by the parties and have no legal effect of whatsoever nature, as the same are cancelled and terminated.

Considering all the above documents, the title of the said portion is clean, clear, legal and marketable.

This Certificate of Title has been issued by me, at the request of Mr. Antonio M. Pinto r/o Varca, Salcete, Goa, Partner of M/s. WE Builders & Realtors.

Dated : 08th April, 2016  
Place : Margao Goa.



Sanjay Shirodkar  
Advocate.

