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TITLE REPORT

(1) ADITYA CONSTRUCTIONS, a Proprietorship of **(1) MR. CHANDRAKANT M. KOLI**, residing at and having registered Office at House No. 331, Golwada, Kumbharjua, Tiswadi Taluka, North Goa District of the State of Goa, approached me and produced before me the following documents:-



Sr.No.	Description of the Document	
1.	Deed of Partition dated 15/05/1978.	Photo copy.
2.	No Objection Certificate bearing Ref. No. VP/BC/124/78-79 dtd. 25/2/1979 granted by the V. P. Betqui-Candola for the Sub-Division of the Plots.	Photo copy.
3.	Deed of Sale dated 20/06/1979 registered under No. 223 at pages 44 to 50 in Book No. 1, Volume No. 56 dtd. 19/02/1980;	Photo copy.
4.	Order dtd. 31/10/2003 passed in LRC/PART/9/32/95/1632 granted Partiton of Holding under Survey No. 17 Sub-Div. No. 1-C of village Candola;	Photo Copy.
5.	Deed of Relinquishment drawn in Book No. 756 at pages 93 to 96 by Mrs. Evelyn Dias and her husband Mr. Dillan Luis Monteiro.	Photo Copy
6.	Construction Licence No. 04/25 dtd. 29/04/2022 issued by the V. P. Betqui-Candola.	Photo Copy
7.	Approved Construction Plan under Order No. TPP/742/Candola/17/1-C/2021-2022/414 dtd. 02/03/2022.	Photo Copy

DESCRIPTION OF THE PROPERTY:



SCHEDULE – (I) HEREINABOVE REFERRED TO

(DESCRIPTION OF THE WHOLE PROPERTY)

ALL THAT Property known as "CORJITEM" or "MADAPOI", situated in the village of Candola, within the area of the Panchayat limits of Betqui-Candola, Sub-District of Ponda, Taluka of Ponda, District of Goa, admeasuring 2,34,775.00 Square Metres,(Two lakhs thirty four thousand seven hundred and seventy five square meters) described in the Land Registration Office of Ilhas, Goa, under No. 158 at folio 546 of Book B-2 (Old), enrolled in Ponda Taluka Revenue Office under Matriz Nos. 2 and 3 and surveyed under the new Survey Nos. 17/1 and 17/2, and bounded as follows:

On the EAST:	With a stone wall which is separating the hill of the Comunidade of Candola;
On the WEST:	With the paddy field 'Ambiem' and 'Cantorla' of the said Comunidade, Bund which separates the said paddy field from the village Orgao;
On the NORTH:	With the ditch adjoining to the property 'Cantorla', of Balcrisna Xete and by the river; and
On the SOUTH:	With the property 'Madapoi' of Caetano Xavier Colaco and Vicente F. Pereira;

SCHEDULE (II) HEREINABOVE REFERRED TO

(DESCRIPTION OF THE SAID PLOT NO. F-7)

ALL THAT Plot of Land designated as **PLOT NO. 8**, admeasuring **600.00 Square Metres**, surveyed under Survey No. 17/1-C of village Candola which is a part of the property described in SCHEDULE (I) above, and bounded as follows:-



On the EAST :	With the public road Marcela Tonca;
On the WEST :	With the Plot No. 11 of the said property;
On the NORTH :	With the Plot No. 7 of the said property; and
On the SOUTH:	With the Plot No. 9 sold to Simao C. Meneses;

FLOW OF TITLE :

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

WHEREAS there exists all that Property known as "CORJITEM" or "MADAPOI", situated in the village of Candola, within the area of the Panchayat limits of Betqui-Candola, Sub-District of Ponda, Taluka of Ponda, District of Goa (Now South Goa District), admeasuring 2,34,775.00 Square Metres, described in the Land Registration Office of Ilhas, Goa, under No. 158 at folio 546 of Book B-2 (Old), enrolled in Ponda Taluka Revenue Office under Matriz Nos. 2 and 3 and surveyed under the new Survey Nos. 17/1 and 17/2, which property is more particularly described in THE SCHEDULE (I) hereunder written and for the sake of brevity is hereinafter referred to as "THE SAID LARGER PROPERTY".

W H E R E A S:

(1) The late Bernardo Miguel Angelo Pereira was the Owner of all that part and parcel of the property known as 'CORJITEM' or 'MADAPOI', registered in the Land Registration Office of Ilhas, Goa, under No. 158, at folio 546 of Book B-2, old, and enrolled in the Taluka Revenue Office at Ponda under Matriz Nos. 2 and 3, situated in the Village of Candola, Taluka and Sub-District of Ponda, District of Goa, (Now South Goa District), which is described in THE SCHEDULE (I) hereinabove mentioned.



(2) On the death of the said Bernardo Miguel Angelo Pereira, Inventory Proceedings bearing No. 4235/1930 took place in the Court of the Civil Judge (Comarca de Bicholim).

(3) And in the said Inventory Proceedings, the shares in the said Property described in THE SCHEDULE (I) were applied in equal parts to Mario Victor Felizardo Francisco Pereira, **Luis Vicente Santana Pereira**, **Ana Melania Bertila Pereira**, Olivio Sidonia Pereira, Antero Pereira, Maria Zita Pereira, **Ivo Pereira and Celina Pereira**, the Owners have acquired the title of the said Property respectively by way of inheritance and gifts made by Celina Pereira, Ana Melania Bertila Pereira and Maria Zita Pereira and by way of purchase from Olivio Sidonio Pereira and his wife, Vera Margarida Ninfa Dias Colaco.

(4) The following are the gifts made by Ana Melania, Maria Zita and Celina Pereira, i. e. vide Deed of Gift dated 19/06/1972 registered in the Office of the Sub-Registrar of Ponda under No. 155 at Page 371 of Book I, Volume 18, on 05/07/1972, the said Ana Melania and Maria Zita Pereira, alongwith her husband, Antonio Francisco Roque Pompeia Vaz Falcao inter-alia gifted all that part and parcel of their 2/8th share in the property described in THE SCHEDULE (I) annexed hereto in favour of the persons hereafter mentioned, Viz. Mario Victor Felizardo Francisco Pereira, **Luis Vicente Santana Pereira**, Olivio Sidonio Pereira, Antero Pereira and **Ivo Pereira**.

(5) And subsequently, the said Ana Melania, Maria Zita and Celina Pereira vide Deed of Gift dated 31/08/1974, registered in the Office of the Sub-Registrar of Ponda under No. 257 of Book I, Volume 28, at Page 171 on 09/10/1974 gifted their respective shares in the said Larger Property described in THE SCHEDULE (I) in favour of Mr. Antero Pereira, Mr. Mario Victor Felizardo Francisco Pereira, **Mr. Luis Vicente Santana Pereira and Mr. Ivo Pereira**.

(6) So also vide Deed of Sale dated 23/12/1964 executed before the then Notary of Comarca of Salcete, Santa Rita Vaz, at Book 1224 at folio 54 onwards, the said Olivio Sidonio Pereira and his wife Vera Margarida



Ninfa Dias e Colaco sold to the Co-Owners, Viz. **Luis Vicente Santana Pereira and Ivo Pereira** 1/8th share in the said Larger Property described in THE SCHEDULE (I) hereto.

(7) Subsequently, by a Deed executed on 15/05/1978, the Co-Owners, **Luis Vicente and his wife, Maria Alzira, Ivo and his wife, Antoinete Cecilia Coelho Pereira**, and the Vendors Mario Victor, Antero and his wife, Maria Joana Clara Estefania Furtado partitioned their respective shares in the Larger Property described in THE SCHEDULE (I) hereto. The said Deed is registered with the Sub-Registrar of Ponda under No. 218 at pages 42 to 48 of Book I, Volume 55 on 26/02/1980.

(8) By inadvertence, the Co-Owners of the said Property namely, Miss Nina Pereira, Mr. Dario Luis M. Pereira, Mr. Gil dos Anjos Pereira, Mr. Olavo Francisco Pereira, Mr. Gustavo Joao Pereira, Mr. Eurico Ubaldo Bernardo Pereira and Mrs. Celia das Mercedes Pereira e Fernandes were not included in the said Deed, although they were the Co-Owners of the said Larger Property described in THE SCHEDULE (I) annexed hereto, having inherited a share in it, on the death of their mother, the said Ana Alice Carolina Fernandes, they being the children of the said Mario and his deceased wife, the said Ana Alice Carolina Fernandes.

(9) And to rectify the said mistake, a Deed of Rectification was executed on the 9th of January, 1985 and presented for registration before the Sub-Registrar of Ponda under Receipt No. 6, Serial No. 15/85 in Form I and as a result of the said Deed of Partition and Rectification, the above parties are the owners of the said Larger Property described in THE SCHEDULE (I) hereto.

(10) In terms of the said Deed of Partition referred to at (g) above dated 15/05/1978, the topographical situation of the shares of the respective parties in the said Larger Property described in THE SCHEDULE (I) hereto allotted to the parties was not indicated.

(11) Vide Deed of Declaration dated 09/09/1986 registered before the Sub-Registrar of Ponda under Serial No. 568/86 and registered under No.



118 at pages 424 to 443 of Book I Vol. 4 dated 23/09/1986, the Parties hereto, namely, The said Owners Nos. 1 to 15(a) and all the Co-Owners had declared and indicated in the plan annexed to the said Deed of Declaration, what portion of the said Property described in THE SCHEDULE (I) hereto was actually allotted to them in terms of the said Deed of Partition, given the fact that the same was not indicated in the Deed of Partition as a plan factually and topographically indicating the said portion was not annexed to the Deed of Partition.

(12) There were certain disputes and/or claims by eight mundcars who had their dwelling houses within the said property described in THE SCHEDULE (II) annexed hereto.

(13) The said disputes have been settled and a Consent Decree has been obtained on 15/03/1983 in Civil Suit No. 77/82 instituted in the Court of the Civil Judge, Senior Division, Bicholim.

(14) In terms of the said Deed of Partition, the eastern portion of the said property Corjitem or Madapoi situated at Candola under Survey No. 17 of village Betqui-Candola were allotted to Mr. Luis Vicente Santana Pereira and his wife Maria Alzira Tereza De Jesus Mascarenhas E Pereira and Mr. Ivo Pereira and his wife Antoniette Cecilia Coelho E. Pereira.

(15) For the purposes of sale one part of the said property eastern portion allotted to these Mr. Luis Vicente Santana Pereira and his wife and Mr. Ivo Pereira and his wife were divided into various plots to which the Village Panchayat of Betqui-Candola issued their No Objection by their letter No. VP/BC/124/78-79 dtd. 25/2/1979.

(16) By virtue of a Deed of Sale dtd. 20/06/1979 registered under No. 233 at pages 44 to 50 in Book No. 1, Volume No. 56 dtd. 19/02/1980 in the Office of the Sub-Registrar of Ponda, Shri Antonio Lucas Evangelista Dias purchased Plot No. 8 having an area of 600 Sq. Mtrs. from Luis Vicente Santana Pereira and his wife and Mr. Ivo Pereira and his wife, owners thereby became the absolute owners of the said Plot, which Plot is



described in SCHEDULE (II) to the said Deed of Sale and herein after referred to as "THE SAID PLOT".

(17) Vide order dtd. 31/10/2003 passed in LRC/PART/9/32/95/1632 filed before Deputy Collector of Ponda Taluka said Plot is partitioned and allotted separate Survey Number being Survey No. 17 Sub-Division 1-C of village Candola.

(18) Said Shri Antonio Lucas Evangelista Dias expired leaving behind his widow Smt. Melinda Dias alias Ana Maria Melinda Gomes and two Sons namely Mr. Trivett Sebastiao Francis Dias and Mr. Stenson Agnelo Anthony Dias and one Daughter Mrs. Evelyn Dias married to Mr. Dillan Luis Monteiro.

(19) Vide Deed of Relinquishment executed before Office of the Civil Registrar Cum Sub-Registrar of Tiswadi Taluka at Panaji, Goa, under Book No. 756 pages 93 to 96 Mrs. Evelyn Dias and her husband Mr. Dillan Luis Monteiro relinquished their right in the said Plot.

(20) (1) Smt. Melinda Dias alias Ana Maria Melinda Gomes; (2) Mr. Trivett Sebastiao Francis Dias and (3) Mr. Stenson Agnelo Anthony Dias, all three residing at House No. 601, Palmar, St. Estevam, Ilhas, Goa, approached **ADITYA CONSTRUCTIONS**, a Proprietorship of (1) **MR. CHANDRAKANT M. KOLI**, residing at and having registered Office at House No. 331, Golwada, Kumbharjua, Tiswadi Taluka, North Goa District of the State of Goa, with a request to develop the said Plot and construct building on the said Plot and sell the same to the prospective buyers by compensating the said Owners in kind.

(21) By agreement for development cum sale executed on 19/11/2022 and duly registered in the Office of the Sub-Registrar of Ponda, Goa, in Book-1 Document, Registration Number PON-1-1938-2022 on 05/12/2022, the said Owners have agreed to authorize the said Developer to develop the said Plot by constructing new building thereon on Flat Ownership basis and the Owners have agreed to directly convey the proportionate corresponding share in the said plot of land with the new building thereon to any



Maintenance Co-Operative Housing Society or other body that will be formed by the Purchasers of flats and other premises in such building, on the terms and conditions set out in the said Agreement.

(22) In consideration of the Owners granting the Development Rights in respect of the said Plot to and in favour of the said Developer, as aforesaid, The Developer has agreed to construct at his own cost and provide to the Owners; (a) Flat being 1 BHK bearing No. F-1 on the first floor having super built up area of 78.141 Sq. Mtrs. Exclusive balcony area, external walls and proportionate common area of 15.120 Sq. Mtrs. With parking area P-1 having super built-up area of 23.77 Sq. Mtrs.

(b) Flat being 3 BHK bearing No. F-3 on the first floor having super built up area of 136.311 Sq. Mtrs. Exclusive balcony area, and proportionate common area of 15.120 Sq. Mtrs. With parking area P-2 having super built-up area of 23.77 Sq. Mtrs.

(c) A shop bearing No. 2 on the lower ground floor having superbuilt-up area of 16.796 Sq. Mtrs. External walls and proportionate common area.

(d) Set back area having super built up area 128.16 Sq. Mtrs. And the area of 4.02 Sq. Mtrs. Attached to the stilt parking P-2 on lower ground floor of the building and Open Terrace having an area 251.225 Sq. Mtrs.

(23) In terms of the said Development Agreement, the Developer is entitled to develop the said Plot by constructing a Building thereon comprising of Residential Flats and Shops and the Developer has acquired the following rights :-

(i) Full rights to deal with/sell and/or dispose off the Flats Premises to third parties as the Developer may deem fit and proper and appropriate the consideration thereof to his own account. (ii) The right of consuming and utilising the full and maximum potential of the said Plot, in accordance with the terms and conditions of the said Development



Agreement, at his own costs and expenses. (iii) An irrevocable and exclusive licence to enter upon the said Plot. (iv) The right to load T.D.R. and benefit of any reservations (if any) on the said Plot or any part thereof at his own costs and expenses. (v) The development benefit as of today with respect to the said Plot or any part thereof as agreed in the Development Agreement. (j) The Developer is entitled to market, sell, transfer and/or dispose off in the manner he deems fit and proper.

(24) The Owners have delivered the possession of the said Plot to the Developer and the Developer agreed to carry out the construction of the said Building at his own funds or the money to be received from the prospective buyers of the premises of the said Building. The Said Owners' Premises to be constructed and allotted for the use and occupation of the Owners (towards the consideration of the said Plot in kind) are more particularly shown on the plan annexed to the said Development Agreement, and for better clearness marked thereon with red colour boundary lines and hereinafter referred to as **"THE SAID OWNERS' PREMISES"**. The Developer in terms of the said Development Agreement prepared a scheme for the development of the said **Plot No. 8** by constructing one Residential Building (as per the existing approved construction plan), which building is shown in the approved construction plan.

(25) The Owners agreed to sell to The Developer or his nominee/s THE SAID PLOT described in THE SCHEDULE (II) hereinabove written with the exception of the area corresponding to the built up area to be delivered to the Owners as per the terms and conditions set out in the said Agreement.

(26) In terms of the said Agreement for development and sale, the Developer is entitled to commence or carry out the proposed construction works of the said Building, on the said Plot and that the Developer is entitled to agree to sell, or sell, transfer to any of their customer/s or



buyer/s, all the premises of the said Building (except the said "Owners' Premises" reserved for the Owner) and the Owners shall not have any right, charge, lien or claim over the said Premises. The Developer is further entitled to enter into any agreement/s to sell the said Premises to any prospective buyers, and receive any advances and appropriate the same in the manner the Developer desire at his sweet will and the Owners shall join as confirming party to such agreement/s entered into by the Developer with the proposed purchaser/s of the said Premises of the said Building, however the Owners shall not be liable for any obligations arising from such agreement/s. The Developer is entitled to construct or raise the said building and obtain all the necessary approvals if any more require and the Owners have expressly agreed and undertaken to make execute and sign all the applications, papers, documents and other instruments whatsoever as may be necessary or requisite to be signed, made or executed for obtaining necessary approvals, licences, permission or Authorizations N.O.C's, either in the name of the Owners or in the names of the Developer, in respect of the development of the said Plot and construction of the said Building thereon from the concerned Authorities.

CERTIFICATE

I have gone through the title deeds relating to the Plot and I further certify that said (1) Smt. Melinda Dias alias Ana Maria Melinda Gomes; (2) Mr. Trivett Sebastiao Francis Dias and (3) Mr. Stenson Agnelo Anthony Dias, all three residing at House No. 601, Palmar, St. Estevam, Ilhas, Goa, holds absolute, clear, valid and marketable title to the said Plot. Also under the said Agreement for Development the said Developer has acquired right to develop the said Plot by constructing a Building thereon and to sell the same to



the prospective Buyers at his own discretion and to appropriate the sale proceeds thereof.

PLACE: - MARCELA-GOA.

DATE: - 25 /10/2023.



(K. L. BHAGAT)



K. L. BHAGAT
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