(6)

(Rupees one lakh Sixty two thousand five hundred only)

For CITIZENCREDIT™
Co-operative Bank Ltd.

Authorised Signatory

CITIZEN CREDIT CO-OPERATIVE BANK LTD
SHIVAJI MERCHER CO-OP. HSG SOCIETY LTD
ST.JOQUIM ROAD, BORDA,
MARGAO - GOA 403 602

D-5/STP(V)/C.R./35/3/2011-RO

भारत 01509 NON JUDICIAL ज्यूडि
172425 MAR 19 2012
13:38
Rs.0162500/- PB7223
INDIA STAMP DUTY GOA

Name of Purchaser. AMIT C. PRABHU

THE SEAL OF THE SUB-REGISTRAR OF SALCETE

Amit C. Prabhu

DEED OF SALE

THIS DEED OF SALE is executed at Margao, Taluka and Sub District of Salcete, State of Goa, on this 17th day of the month of March of the year Two Thousand Twelve (17/03/2012) BETWEEN:

1. MRS. VIBHA VORA alias MRS. VIBHA PRAKASH VORA alias S. VIBHA VORA, wife of Mr. Prakash Vora, aged 61 years, retired, Switzerland National of Indian Origin, Holder of OCI (Overseas Citizen of India) Card Under No. A 072339, issued at Geneva, on 1st November 2006, holder of Pan Card bearing No. AEIPV2151B, and her husband;

2. MR. PRAKASH VORA alias MR. PRAKASH MAGANLAL VORA, son of Mr. MAGANLAL PREMCHAND VORA, aged 70 years, retired, Switzerland National of Indian Origin, Holder of OCI (Overseas Citizen of India) Card Under No. A 072338, issued at Geneva, on 1st November 2006, holder of Pan Card bearing No. AEIPV2150A, both presently residing at Sourcus 5, 2022, Bevaix (NE), Switzerland, both Indian Nationals, hereinafter called the "VENDORS" (which expression shall unless repugnant to the context shall include their heirs, assigns and legal representatives) of the ONE PART;

Vibha Vora Prakash Vora.

AND,

MR. AMIT C. PRABHU, aged 30 years, s/o Mr. Chandrakant S. Prabhu, Bachelor, Businessman, holder of Pan card No. AJEPP3739Q, resident of Whistling Woods, Plot No. E – 17, Vasant Nagar, Gogol, Margao, Salcete Taluka, Goa, Indian National, hereinafter referred to as "PURCHASER", which expression unless repugnant to the context or meaning thereof, shall mean and include his heirs, legal representatives, administrators and / or assigns of the OTHER PART.

WHEREAS there is a property known as "PATONA GINA" also known as "PATONA", situated at Nagoa Village of Salcete Taluka and Sub-District, District of South Goa, State of Goa, within the jurisdiction of the village Panchayat of Nagoa, Verna and registered in the Land Registration Office under No. 38444 of new series and in the Land Revenue Office(matriz) under No. 67, surveyed under No. 44/7 of Nagoa Village, Salcete Taluka, Goa, described in detail in the schedule herein below and herein after referred to as the SAID PROPERTY.

WHEREAS the SAID PROPERTY was originally owned by Jose Antonio Noronha and Dulcina Paciencia Gomes and by virtue of sale deed dated 25th August 1972, registered in the Land registration office under No. 210 at page 253 to 256 of Book I, Volume 14, dated 26/8/1972, the SAID PROPERTY was sold to Mr. Antonio Joaquim Joao Dias, s/o Dionizio Dias, resident of Nagoa, Goa.

WHEREAS the said Mr. Antonio Joaquim Joao Dias, his wife Mrs. Carmina Fernandes, his brother Mr. Agnelo Jose Hilarios De Santa Cruz Dias, his wife Mrs. Silvia De Souza,Mr. Manuel Cristo Rei Dias and Mrs. Maria Dias, by virtue of a deed of sale dated 26th November 1997, registered before the Sub Registrar of Salcete at Margao, under No. 2585, at pages 321 to 340 Book No. I, Vol. No. 795, on 17th December 1997 sold the said property bearing survey No. 44/7, admeasuring 3650 sq.mts., situated at Nagoa of Verna Village, Salcete Taluka, Goa, to the VENDORS herein.

Vibha Vaz Prakash Vaz

WHEREAS the said Deed of sale was rectified by a Deed of Rectification dated 29th September 1999 duly registered before the Sub Registrar of Salcete at Margao, under No. 2305, at pages 488 to 502, Book No. I, Vol. No. 1008, on 30th September 1999, whereby the area mentioned in the said deed of sale dated 26th November 1997 was rectified from 3650sq.mts., to 3700sq.mts.

WHEREAS the VENDORS herein with due process of law did mutation and inserted their names in the form I and XIV of the SAID PROEPRTY bearing survey No. 44/7, Nagoa Village, Salcete Taluka, Goa.

WHEREAS the VENDORS are the sole, exclusive and absolute owners in possession of the SAID PROPERTY surveyed under No. 44/7, admeasuring 3700sq.mts., situated within the jurisdiction of Village Panchayat of Nagoa, Nagoa Village, Salcete Taluka, Goa.

AND WHEREAS, the VENDORS herein have agreed to sell and the PURCHASER has agreed to purchase the SAID PROPERTY surveyed under No. 44/7, admeasuring 3700sq.mts., situated in the Village of Nagoa, Salcete Taluka, Goa, more particularly described in the SCHEDULE II herein below, for a total price of Rs. 65,00,000/- (Rupees Sixty five lakhs Only), which is its fair market value.

NOW THIS DEED OF SALE WITNESSES AS UNDER:-

1. That in pursuance of the said understanding and in, consideration of sum of Rs. 65,00,000/- (Rupees Sixty five lakhs Only), which is the present market Price of the SAID PROPERTY, paid by the PURCHASER to the VENDOR No. 1 by demand draft bearing No. "635814", drawn on HDFC Bank, Mumbai Branch, dt. 12/03/2012, amounting to Rs.17,50,000/- (Rs. seventeen lakhs fifty thousand only); in favour of VENDOR No. 2 demand draft bearing No. "635815", drawn on HDFC Bank, Mumbai Branch, dt. 12/03/2012, amounting to Rs.17,50,000/- (Rs. seventeen lakhs fifty thousand only); a cheque bearing No. "026585", drawn on Development Credit Bank, Vasco Branch, dt. 31/05/2012, amounting to Rs.15,00,000/-

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(Rs. fifteen lakhs only), in favour of the Vendor No. 1, and a cheque bearing No. "026556", drawn on Development Credit Bank, Vasco Branch, dt. 31/05/2012, amounting to Rs.15,00,000/- (Rs. fifteen lakhs only), in favour of the Vendor No. 2. The payment and the receipt of which the VENDOR No. 1 and VENDOR No. 2 do hereby admit and acknowledge, subject to realization of the said cheques. The VENDORS do hereby transfer, convey and assign in favour of the PURCHASER all that SAID PROPERTY, admeasuring an area of 3700sq.mts., surveyed under No. 44/7, situated in the Village of Nagoa, Salcete Taluka, Goa, situated within the jurisdiction of Village Panchayat of Nagoa, Taluka and sub - District of Salcete, District of South Goa, State of Goa, known as "PATONA GINA" also known as "PATONA", admeasuring 3700sq.mts., surveyed under No. 44/7 of Nagoa Village, Salcete Taluka, Goa, described in detail in the schedule hereinafter appearing together with rights to the ways, paths, passages, water, water-course, lights, liberties, rights, privileges, easements and appurtenances whatsoever to the SAID PROPERTY" and hereditaments or any part thereof belonging to in anywise appertaining or usually had occupied therewith or reputed to belong or appurtenant thereto AND ALL the estate, right, title, interest, claim and demand whatsoever at law and in equity of the VENDORS of, in and to the SAID PROPERTY and hereditaments and every part thereof TO HAVE AND TO HOLD the SAID PROPERTY and hereditaments hereby granted, released and assured or expressed so to be with their appurtenances unto and to the use of the PURCHASER forever and the VENDORS DO AND DOTH hereby covenant that they have in themselves good right and absolute power to grant release and convey the SAID PROPERTY unto the PURCHASER in manner aforesaid AND it shall be lawful for the PURCHASER from time to time and at all times hereafter, peaceably and quietly to hold, possess and enjoy the SAID PROPERTY hereby granted with its appurtenances and receive the claims, rents and profits thereof for their own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or from / by any other person or persons lawfully or equitably claiming by, from, under, in trust for them AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the

Vibha Vaz Prakash Vaz

VENDORS sufficiently saved, defended, kept harmless and indemnified of from and against all estates, charges and encumbrances whatsoever either already or to be hereafter had, made, executed, occasioned and suffered by the VEDNORS or by any person or persons lawfully or equitably claiming by, from under or in trust for them AND further that the VENDORS and all persons having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the SAID PROPERTY hereby granted or any part thereof by, from, under or in trust for the VENDORS shall and will from time to time and at all times hereafter at the request and cost of the PURCAHSER do, execute or cause to be done and executed all such further lawful and reasonable acts, deeds, matters, thing and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring the SAID PROPERTY hereby granted unto and to the use of the PURCHASER in manner aforesaid as shall and may be reasonably required. THE VENDORS declare that they are the sole owners of the SAID PROPERTY and the same is free from any encumbrances or charges thereon.

2. The VENDORS hereby covenant that they are seized and possessed of the "SAID PROPERTY" and that the same is free from encumbrance or acquisition and that they are entitled to sell the "SAID PROPERTY" to the PURCHASERS on as is where is basis, as it has been done hereby.

3. The VENDORS further covenant that at the request and cost of the PURCHASER, they will execute and cause to be executed any document, which may be necessary to be executed or signed for conveying a valid title of the "SAID PROPERTY" hereby sold to the PURCHASER.

4. The VENDORS covenant that, they have whilst executing this Deed the lawful right and absolute title to the "SAID PROPERTY".

5. The VENDORS hereby covenant that the PURCHASER is at liberty to file for mutation of the "SAID PROPERTY" in his favour before

Vibha Rani Prakash

the Mamlatdar of Salcete, Salcete Taluka, Goa, and accordingly change the name in the column of the Occupants.

6. The VENDORS hereby give their no objection to the purchaser to carry out mutation entry in Form I and XIV of the survey No. 44/7, Village of Nagoa, Salcete Taluka, Goa.

7. The VENDORS hereby covenant that they have not entered into any agreement for sale or conveyance in respect of the above SAID PROPERTY surveyed under No. 44/7, admeasuring 3700sq.mts., situated in the Village of Nagoa, Salcete Taluka, Goa, with any third party or any person at any time herein before.

8. The VENDORS hereby undertake to indemnify and keep indemnified the PURCHASER of any claim against the defect in title, if any, of the Vendors over the SAID PROPERTY hereby sold unto the PURCHASER and it is hereby further declared by the VENDORS that they have not done anything whereby the PURCHASER or any person through them may be obstructed or disturbed on the enjoyment and possession of the SAID PROPERTY.

9. The VENDORS hereby covenant that there are no tenants on the SAID PROPERTY and the VENDORS are exclusively in occupation and possession of the same.

10. The VENDORS hereby covenant that the VENDORS and any person/s on their behalf have not created any right/s that may adversely affect the SAID PROPERTY or its development or interfere with the right/s of the PURCAHSER under the present Deed.

11. The VENDORS undertake to provide to the PURCAHSER at all times all data, documents or information as may be deemed necessary or required by the PURCHASER.

12. The VENDORS hereby declare that they are aware of notification bearing no. RD/LND/LCR/318/77, dated 21/08/1978 and Circular No. 16/04/2011-Rd, dated 06/06/2011 issued by the Government of Goa and hereby declare that they do not belong to the Schedule Castes or Schedule Tribes category.

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13. The parties hereto covenant that within 15 days from realization of the cheques bearing No. "026555" and "026556", issued in favour of the Vendor No. 1 and Vendor No. 2 respectfully, the VENDORS shall hand over the original sale deed dated 26th November 1997, registered before the Sub Registrar of Salcete at Margao, under No. 2585, at pages 321 to 340 Book No. I, Vol. No. 795, on 17th December 1997, and also the original deed of rectification 29th September 1999 duly registered before the Sub Registrar of Salcete at Margao, under No. 2305, at pages 488 to 502, Book No. I, Vol. No. 1008, on 30th September 1999.

14. The parties hereto covenant that in case the said cheques bearing No. "026555" and "026556", issued in favour of the Vendor No. 1 and Vendor No. 2 respectively by the PURCAHSER are dishonored, due to any reason or due to insufficient funds, the present deed of sale shall stand terminated and the entire amount paid by the PURCAHSER to the VENDORS shall stand forfeited. The PURCAHSER at his own cost shall apply for cancellation of mutation and shall remove his name from Form I and XIV in that case.

15. The PURCHASER shall pay all the necessary fees including the stamp duty and registration fees towards the execution of present deed.

SCHEDULE

All that property known as "PATONA GINA" also known as "PATONA", situated at Nagoa Village of Salcete Taluka and Sub-District, District of South Goa, State of Goa, within the jurisdiction of the village Panchayat of Nagoa, Verna and registered in the Land Registration Office under No. 38444 of new series and in the Land Revenue Office(matriz) under No. 67, surveyed under No. 44/7 of Nagoa Village, Salcete Taluka, Goa, and bounded on the East by nallah/waterway/drain, on the west by a public road, on the North by the property belonging to Mohandas Vissu Xete Verenkar, bearing survey no. 44, sub-division No. 6 on the South by the property presently belonging to Josepho Joaquim Castello, Necessidade Dias, Bernard Gonsalves, Antonio Dias and Sebastial Menino C. Carvalho, bearing survey No. 44, sub-division No. 8.

IN WITNESS WHEREOF the parties hereto sign this agreement at the place and on the date first herein abovementioned.

Vibha Vas.

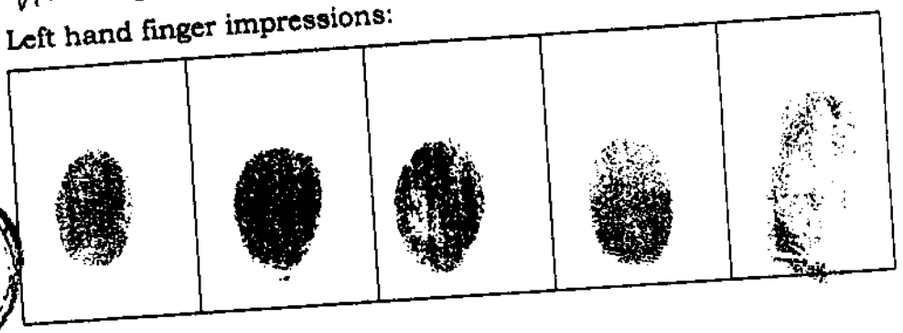
Prakash Vas

Signed and delivered by the
Vendor MRS. VIBHA VORA alias
MRS. VIBHA PRAKASH VORA alias
S. VIBHA VORA and her husband

Vibha

Vibha Vora.

Left hand finger impressions:



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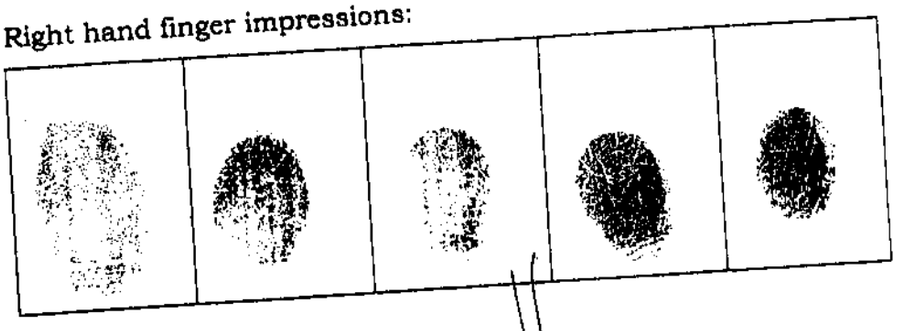
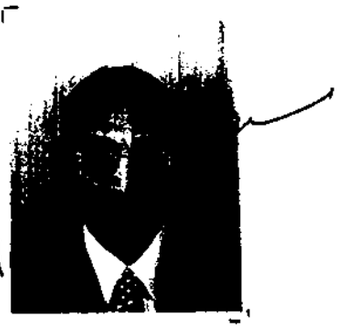


Vibha Vora.

Prakash Vora.

MR. PRAKASH VORA alias
MR. PRAKASH MAGANLAL VORA.



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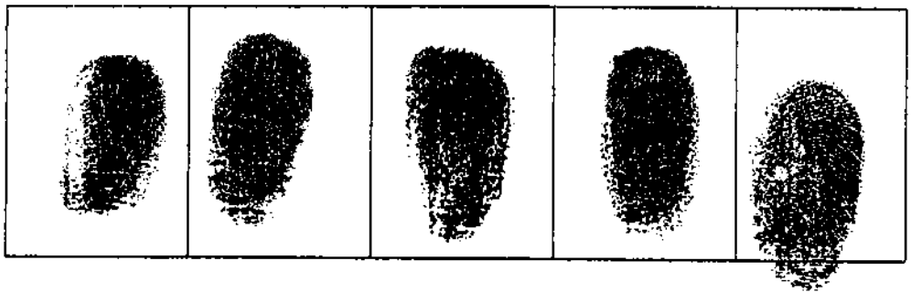

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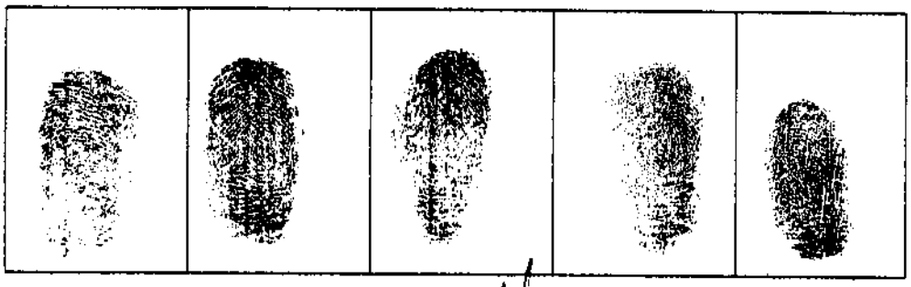
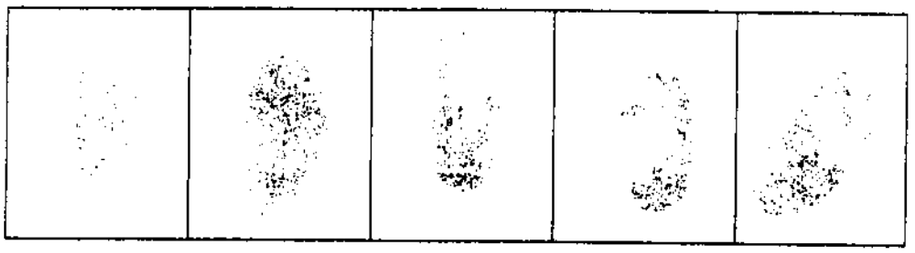


Vibha Vora Prakash Vora.

Signed and delivered by the
Purchaser Mr. Amit C. Prabhu

Left hand finger impressions:



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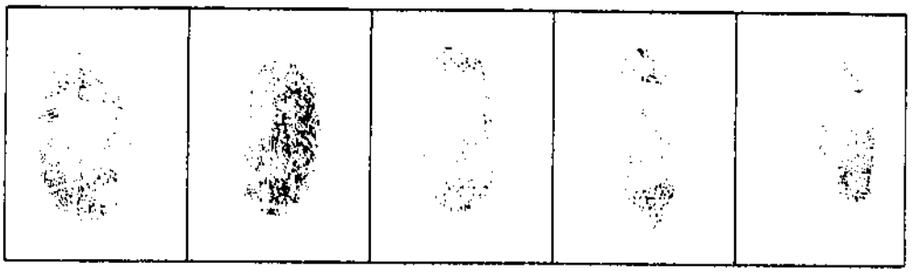


Witnesses:

1. Sanjog V. Puri

2. Balkrishna Shah

Vibha Vora Prakash Vora

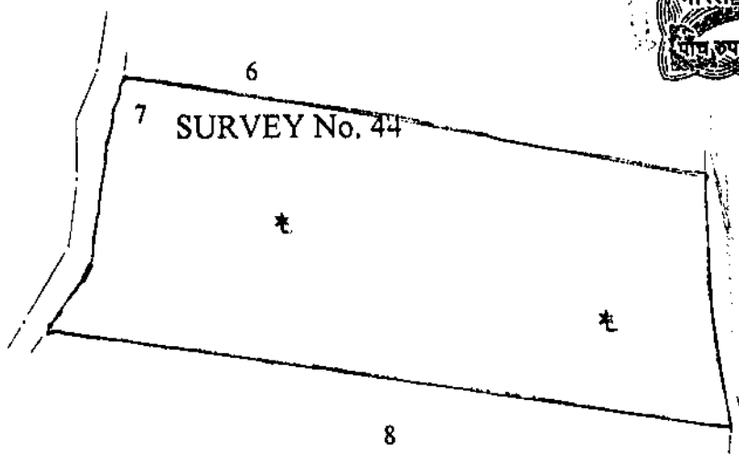
GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MARGAO - GOA

Inward No: 949

N

Plan Showing plots situated at
Village : NAGOA
Taluka : SALCETE
Survey No./Subdivision No. : 44/ 7
Scale : 1 :1000

Inspector of Survey & Land Records.



Vibha Vaz
VENDOR(1)

Prakash Vaz
VENDOR (2)

PURCHASER.

Generated By : RUCHITA MADKAIKAR
On : 02-03-2012

Compared By:

Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 21-03-2012 12:56:34 PM

Document Serial Number : 1699

Presented at 12:03:00 PM on 21-03-2012 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	130000.00
2	Processing Fees	160.00
	Total :	130160.00

Stamp Duty Required: 137500.00 Stamp Duty Paid: 162500.00

Amit C. Prabhu presenter

Name	Photo	Thumb Impression	Signature
Amit C. Prabhu ,S/o. Chandrakant S. Prabhu , UnMarried,Indian,age 30 Years,Business,r/oWhistling Woods, Plot No. E - 17, Vasant Nagar, Gogal, Margao, Salcete - Goa			

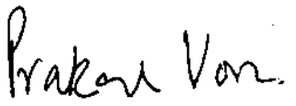
Endorsements

Executant

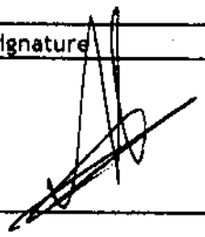
1 . Vibha Vora alias Mrs. Vibha Prakash Vora , W/o. Prakash Vora , Married,Switzerland National of Overseas Citizen of India,age 61 Years,retired ,r/opresently residing at Sourcus 5, 2022, Bevaix(NE), Switzerland.

Photo	Thumb Impression	Signature
		Vibha Vora

2 . Prakash Vora alias Prakash Maganlal Vora , S/o. Maganlal Premchand Vora , Married,Switzerland National of Overseas Citizen of India,age 70 Years,retired ,r/opresently residing at Sourcus 5, 2022, Bevaix(NE), Switzerland.

Photo	Thumb Impression	Signature
		

3 . Amit C. Prabhu , S/o. Chandrakant S. Prabhu , UnMarried,Indian,age 30 Years,Business,r/oWhistling Woods, Plot No. E - 17, Vasant Nagar, Gogol, Margao, Salcete - Goa

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Sanjog Pai , S/o. Vishwa Pai ,UnMarried,Indian,age 22 Years,Service,r/o Sanguem - Goa	

Sub-Registrar

Book-1 Document
Registration Number MGO-BK1-01697-2012
CD Number MGOD59 on
Date 21-03-2012

Sub-Registrar (Salcete/Margao)

Scanned By:- Madhu

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Gaurish M. Kudchadkar
B.com., LL.M.

Advocate, High Court,
Ph: 0832-2734907
Mob: 9822089087

(6)

Date: 16/12/2017

This Certificate of Title and Search is issued at the request of Mr. AMIT C. PRABHU, having office at Shop No. 1, Murgao Avenue, Near Desterro Church, Vasco, Goa, in respect of property known as "PATONA GINA" also known as "PATONA", admeasuring 3700.00 Sq. meters, situated at Nagoa, Taluka Salcete, surveyed under Survey No. 44/7 of Nagoa Village.

CERTIFICATE OF TITLE

With reference to the above described property, after scrutinizing the documents submitted to me, I submit herewith my legal opinion as under:-

I. Description of the Property under scrutiny:

A) *Name of the Property under Scrutiny:*

Property known as "PATONA GINA" also known as "PATONA".

B) *Location*:

The property under scrutiny is situated at Nagoa Village, within the jurisdiction of Village Panchayat of Nagoa, Taluka and Sub-District of Salcete, District of South Goa, State of Goa.

C) *Registration details of the Property:*

The Property under scrutiny is described in the Land Registration Office of Salcete under No. 38444 of new series.

D) *Survey Number of the property as per new Land Revenue Code*:

The Property is surveyed under Survey No. 44/7 of Nagoa Village.

E) *Boundaries of the Property:*

East : by Nallah/waterway/drain;

West : by Public Road;

North : by the property belonging to Mohandas Vissu Xete Verenkar, bearing Survey No. 44/6; and

South: by the property belonging to Josepho Joaquim Castelo, Necessidade Dias, Bernard Gonsalves, Antonio Dias and Sebastial Menino C. Carvalho, bearing Survey No. 44/8.

F) *Area of the Property under scrutiny*:

The Property under scrutiny admeasures 3700.00 sq. mts.

The above described property is hereinafter for the sake of convenience referred to as "Said Property".

II. Documents verified and scrutinized by me:

Sr. No.	Description	Date, if any
1.	Deed of Succession and Partition	24/02/1958
2.	Inventory proceeding No. 122/68	
3.	Deed of Sale	25/08/1972
4.	Deed of Sale	26/09/1997
5.	Deed of Rectification	29/09/1999
6.	Deed of Sale	17/03/2012
7.	Conversion Sanad No. COL/SG/CONV/31/2012	17/08/2012
8.	Technical Clearance Order No. PM/24113/Nagoa/44/7/2012/40/2	18/10/2012
9.	Construction Licence	08/06/2017
10.	Final NOC from PHC	13/06/2017
11.	Survey Plan of S. No. 44/7	
12.	Form I and XIV of S. No. 44/7	16/12/2017

III. Scrutiny of Documents-Search and Investigation:

(i) Deed of Succession and Partition dated 24/02/1958:

From the perusal of this deed, following facts transpired:

a) This deed is duly drawn before Substitute Notary of Salcete Division, Mr. Dinanata Sinai Narconim.

b) By this Deed, it is declared that, Ernestina Coelho, unmarried, expired on 17/01/1958, without any decedents or ascendants, leaving behind as her only and universal testamentary heirs, Jose Antonio Noronha and Sapiencia Gomes, instituted by Will dated 17/02/1956 drawn by then Notary Mr. Xencora Camotim at page 23 V onwards of Book of Wills No. 308.

c) That the Said Property described at Item No. b) in the said Deed, was partitioned and allotted in equal parts to said Jose Antonio Noronha and Sapiencia Gomes.

(ii) Inventory Proceeding No. 122/68:

From the perusal of this document, following facts transpired:

a) The said proceedings were instituted by Duleina Paciencia Gomes upon the death of Sapencia Gomes who expired on 05/11/1961, without any descendants or ascendants, leaving behind her universal heirs her sister Duleina Paciencia Gomes and children of her predeceased sister Claudina Gomes as detailed in the Statement on Oath given by Head of the Family.

b) The share of late Sapencia Gomes in the Said Property was described under No. 2 of the List of Assets and Item No. 3 of the Description of Assets dated filed in the said proceeding and vide Final Chart of Partition drawn in the Said Inventory

the share of Mrs. Sapencia Gomes in the Said Property came to be allotted to Duleina Paciencia Gomes, a widow.

(iii) Deed of Sale dated 25/08/1972:

From the perusal of this document following facts transpired:

a) This deed is duly registered in the office of Sub-Registrar, Salcete under No. 210 at pages 253 to 256 of Book No. I, Volume No. 14 dated 26/08/1972.

b) This deed is executed by and between (i) Mr. Jose Antonio Noronha, bachelor and Duleina Paciencia Gomes, widow, referred therein as the "Vendors"; (ii) Mr. Antonio Joaquim Joao Dias, referred therein as the "Purchaser".

c) By this deed, the Vendors sold unto the Purchaser, the Said Property along with another two properties.

(iv) Deed of Sale dated 26/09/1997:

From the perusal of this document following facts transpired:

a) This deed is duly registered in the office of Sub-Registrar, Salcete under No. 2585 at pages 321 to 340 of Book No. I, Volume No. 795 dated 17/12/1997.

b) This deed is executed by and between (i) Mr. Antonio Joaquim Joao Dias, his wife Mrs. Carmina Fernandes, his brother Mr. Agnelo Jose Hilarios De Santa Cruz Dias and his wife Mrs. Silvia De Souza, Mr. Manuel Cristo Rei Dias and Mrs. Maria Dias, referred therein as the "Vendors"; (ii) Mrs. Visha Vora and her husband Mr. Prakash Vora, referred therein as the "Purchasers".

c) By this deed the Vendors sold the property known as "PATONA GINA" also known as "PATONA", admeasuring

3650.00 Sq. meters, situated at Nagoa Village, surveyed under Survey No. 44/7 of Nagoa Village unto the Purchasers.

(v) Deed of Rectification dated 29/09/1999:

From the perusal of this document following facts transpired:

a) This deed is duly registered in the office of Sub-Registrar, Salcete under No. 2305 at pages 488 to 502 Book No. I, Volume No. 1008 dated 30/09/1999.

b) This deed is executed by and between (i) Mr. Antonio Joaquim Joao Dias, his wife Mrs. Carmina Fernandes, Mr. Agnelo Jose Hilarios De Santa Cruz Dias and his wife Mrs. Silvia De Souza, Mr. Manuel Cristo Rei Dias and Mrs. Maria Dias, referred therein as the "Vendors"; (ii) Mrs. Vibha Vora and her husband Mr. Prakash Vora, referred therein as the "Purchasers".

c) Vide this Rectification Deed, the mistake in the Deed of Sale dated 26/09/1997 in mentioning the area of the Survey No. 44/7 of Nagoa Village has been corrected form 3650.00 Sq. meters to 3700.00 Sq. meters.

(vi) Deed of Sale dated 17/03/2012:

From the perusal of this document following facts transpired:

a) This deed is duly registered in the office of Sub-Registrar, Salcete under No. MGO-BK1-01697-2012, CD No. MGOD59 dated 21/03/2012.

b) This deed is executed by and between (i) Mrs. Vibha Vora and her husband Mr. Prakash Vora, referred therein as "Vendors"; (ii) Mr. Amit C. Prabhu, referred therein as the "Purchaser".

c) By this deed the Vendors sold the Said Property unto the Purchaser.

(vii) Conversion Sanad No. COL/SG/CONV/31/2012 dated 17/08/2012:

By this Sanad issued by Office of the Collector, South Goa, permission has been granted to Mr. Prakash Vora and Mrs. Vibha Vora to use an area admeasuring 3482.00 Sq. metres from the property surveyed under Survey No. 44/7 of Nagoa Village for residential use.

(viii) Technical Clearance Order No. TPM/24113/Nagoa/44/7/2012/40/2 dated 18/10/2012:

By this Technical Clearance Order issued by the Town and Country Planning Office, Margao-Goa, technical clearance has been granted to carry out work of construction of residential building and compound wall in the property surveyed under Survey No. 44/7 of Nagoa Village.

(ix) Construction Licence dated 08/06/2017:

This Licence under No. 324/VP/NAG-SAL/2017-18/274 dated 08/06/2017 is issued by the Office of the Village Panchayat of Nagoa, granting licence to Mr. Amit C. Prabhu for the construction of residential building and compound wall in the property under Survey No. 44/7 of Nagoa Village.

(x) Final NOC issued by Primary Health Centre, Cortalim, Goa:

This NOC is issued by Primary Health Centre, Cortalim under Ref. No. PHC/CORT/NOC/CONST/17-18/539, communicating its no objection from Sanitation Point of View for construction of residential building in the property under Survey No. 44/7 of Nagoa Village.

(xi) Form I and XIV of Surevy No. 44/7 of Nagoa Village:

From the perusal of this form it is seen that the property under Surevy No. 44/7 denominated as "Patona" admeasures 3700.00 Sq. meters and is recorded in the name of Mr. Amit C. Prabhu.

There is no entry in Tenant or other rights column of the said survey holding.

(xii) Survey Plan of Survey No. 44/7 of Nagoa Village:

The boundaries of the property under Survey No. 44/7 of Nagoa Village as could be seen from the survey plan of the said survey holding when compared with the boundaries as mentioned in the Deed of Sale dated 17/03/2012, were found to be tallying with each other.

IV. FLOW OF TITLE AND MY LEGAL OPINION

From the scrutiny of the documents referred in this report, I give hereto the manner in which the title of the said property has devolved for last 60 years and my opinion on the title of the Said Property:

- The SAID PROPERTY, to the extent traceable, was owned by Ernestina Coelho, unmarried, who expired on 17/01/1958, leaving behind as her only and universal testamentary heirs, Jose Antonio Noronha and Sapiencia Gomes, instituted by Will dated 17/02/1956.

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- Mr. Jose Antonio Noronha and Duleina Paciencia Gomes, who vide Deed of Sale dated 25/08/1972 sold the Said Property to Mr. Antonio Joaquim Joao Dias.

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- That vide Deed of Sale dated 26/11/1997 read with Deed of Rectification dated 29/09/1999, said Mr. Antonio Joaquim Joao Dias, his wife Mrs. Carmina Fernandes, his brother Mr. Agnelo Jose Hilarios De Santa Cruz Dias and his wife Mrs. Silvia De Souza, Mr. Manuel Cristo Rei Dias and Mrs. Maria Dias sold the

SAID PROPERTY unto Mrs. Vibha Vora and her husband Mr. Prakash Vora.

↓

- That vide Deed of Sale dated 17/03/2012, said Mrs. Vibha Vora and her husband Mr. Prakash Vora sold the SAID PROPERTY unto Mr. Amit C. Prabhu.

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- Thus Applicant is the owner in possession of the SAID PROPERTY.

Certificate:

I hereby certify that I have personally searched and verified the information furnished in this report. The statements and other information given in this report are correct and true. I hereby certify that Mr. Amit C. Prabhu is the owner in possession of the Said Property under scrutiny and holds clean, clear and marketable title thereto.

This Title Report which is issued at the request of Mr. Amit C. Prabhu is solely based on the documents submitted to me which I have referred in my report and the undersigned does not assure any liability to any third person for the opinion expressed in this report.

Yours in Service

Gaurish M. Kudchadkar
B.Com., LL.M.
ADVOCATE, HIGH COURT
Kamat Commercial,
Second Floor, Opp.Hari Mandir,
Margao-Goa - 403601