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TITLE REPORT

SHRI KISHOR VITHU GAWAS, R/o House No. 57, Zillalem, Morod, Taleigao, 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 Sale dated 7/5/1983	Photo copy.
2.	Deed of Partition dated 25/4/1989	Photo copy.
3.	Form I & XIV of Survey No. 114/1 of village Candola.	Photo Copy.
4.	Deed of Sale dated 29/06/2006	Photo Copy.
5.	Deed of Rectification dated 21/07/2006	Photo Copy.
6.	Final NOC for the sub-division of the Plots dtd. 14/3/1990	Photo Copy
7.	Conversion Sanad dated 2/6/1988 & dtd. 23/10/1990.	Photo Copy
8.	Construction Licence No. VP/BC/90-91/15/279 dated 9/11/1990.	Photo Copy.
9.	Agreement for Development & Sale dtd. 23/03/2021	Photo Copy.

SCHEDULE (I) HEREINABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece of land, being the Plot No. 26, admeasuring 49000 Square Metres or thereabouts, of the property known as "BAGUIRY" also known as "BAGUIRY PRABHULEM" alias "ODIABATA" situated in the Village of Candola within the Village Panchayat of Betqui-Candola, Taluka and Sub-District of Ponda, District of South Goa (earlier North Goa), which is described as a whole in the Land Registration Office of Ilhas at Panaji under No. 2037 at page 122 overleaf of the Book 24(0ld)and enrolled in the Taluka Revenue Office of Ponda under Matriz No. 169 and surveyed under New survey No. 144/1 (Part) of village Candola, PondaTaluka, Goa, This property, as distinct unit is bounded as follows:-

ON THE EAST :	By Caminhoreservedo, i.e. reserved road.
ON THE WEST :	Through the Property Odiabata" belonging to Shri Jagdischandra M. Sinai Khandeparkar.
ON THE NORTH:	By property "Odiabata" belonging to Shri Jagdischandra M. Sinai Khandeparkar.
ON THE SOUTH:	Property of Mukund Porob Colwalkars and Others.

This property represents 98/300 part of the bigger and entire property "Odiabata" of Shri Jagdiscahndra M. Sinai Khandeparkar.

SCHEDULE (II) HEREINABOVE REFERRED TO

(Description of the Plot No. 26)

ALL THAT Plot No. 26, admeasuring 530 Square Metres (Five hundred thirty square metres), forming part of the Property known as "BAGUIRY" or "BAGUIRY PRABHULEM" or "ODIABATA" situated at Candola, PondaTaluka, South Goa District of the State of Goa, Registration Sub-District of Ponda, surveyed **under Survey No. 114/1 (part) of village Candola,** more particularly described in the Schedule (I) hereinabove written, which Plot No. 26, as distinct plot is bounded as under:-

ON THE EAST :	By Plot No. 27;
ON THE WEST :	By Internal Road;
ON THE NORTH:	By Plot No. 24; and
ON THE SOUTH:	By Plot No. 28;

THE SAID PLOT being Plot No. 26 is coming under settlement zone, it is an officially approved sub-divided plot, land of which is converted for residential purpose, which is

FLOW OF TITLE:

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

The said property being Plot No. 26, originally belonged to Shri Jagdischandra M. Sinai Khandeparkar.

By a Deed of Sale dated 7/5/1983 which stands registered in the Office of the Sub-Registrar of Ponda, Goa, under No. 690 at pages 177 to 190 of Book No. 1, Volume No. 89, in which Mr. Jagdischandra Madeva Sinai Khandeparkar, bachelor, as Vendor, sold, conveyed and transferred the said Property admeasuring 49,000 Square Metres to Mr. Dadasaheb Anna Salunke and 53 Others as Purchasers. As per clause 6 of the said Sale Deed, the share of each of the purchasers in the land was proportionate to the contribution made by each of the purchasers towards the consideration and the expenses for the purchase of the said land and accordingly Mr. Dadasaheb Anna Salunke and others 43 formed first set of purchasers whose contribution was 1/52th of share.

The said fifty two parties by a Deed of Partition executed on 25/04/1989 and registered in the Office of Sub-Registrar at Ponda, Goa, on 24/7/89 under No. 470/89 sub-divided the said Plot No. 26 into 65 (Sixty Five) smaller, independent and distinct plots, the said distinct and separate plots bear Nos. from 1 to 62 (B).

Out of the said 65 plots, the said 52 parties hereto earmarked/reserved 8 plots, in common, for the development and sale which 8 plots bear nos. 6, 14, 25, 27, 29, 30, 36 and 50. The plot bearing No.4 reserved for installing a water tank, for the common benefit of the 52 parties. Area of 6925 sq. mts., reserved for open space, in common, area of 7130 sq.mts. occupied by the internal road and quarry admeasuring 3000 sq. mts. is situated outside the zone of partition area.

Keeping aside the said area of 6925 sq. mts. reserved for open space, in common, area of 7130 sq.mts. occupied by internal roads and area of 3000sq.metrs of quarry, the balance area of 31945 square meters was divided and partitioned into 65 (Sixty Five) smaller, distinct independent and plots which include said 8 plots reserved for sale, and said one plot reserved for water tank and balance 56 plots allotted to the said 52 parties by the said Deed of Partition, towards satisfaction of their respective shares.

The said 56 distinct, independent plots allotted amongst the said 52 parties, are of different areas, ranging from 270 to 560 sq. mts. and also differ in quality, and made in adjustment/satisfaction of the respective shares of the said 52 parties.

In pursuance of the said Deed of Partition dated 25/04/1989 ,one of the sub-divided and independent plot identified as **PLOT NO. 26 admeasuring 530 Square Metres,** was allotted to Shri Janardhan Shanker Sawant and his wife Mrs. Vassanti Janardhan Sawant, in satisfaction of their share in the said entire property and by virtue of the said Deed of Partition, the said Plot No. 26 came to be vested in the said Shri Janardhan Shanker Sawant and his wife Mrs. Vassanti Janardhan Sawant, and they both became the absolute lawful owners in possession and enjoyment of the said plot.

Subsequently by a Deed of Sale executed on 10/11/1992 and duly registered in the Office of Sub-Registrar, Ponda, Goa, under Registered under Serial No. 875 at pages 251 to 268 of Book No. I, Volume No. 153 dated 24/05/1993, in which the said Shri Janardhan Shanker Sawant and

his wife Mrs. Vassanti Janardhan Sawant, as Vendors, sold, conveyed and transferred unto Mrs. Clenie Pulqueria Varela E Gonsalves, resident of Deulwada, Marcela, Goa, as Purchaser therein, the said **PLOT NO. 26 admeasuring 530 Square Metres, and** she was put in possession of the said plot and thereby she became the absolute owner of the said Plot.

Thereafter, by a Deed of Sale executed on 29/06/2006 and duly registered in the Office of the Sub-Registrar of Ponda, Goa, under Registered No. 1115 at pages 16 to 42 of Book No. I, Volume No. 977 dated 3/07/2006, the said Mrs. Clenie Pulqueria Varela E Gonsalves and her husband Mr. Custodio Roque Gonsalves, both residents of Deulwada, Marcela, Goa, as Vendors therein, sold, conveyed and transferred unto **Shri Kishor Vithu Gawas,** the then resident of House No. C-19/57, Taleigao, Ilhas, Goa, as Purchaser therein the said Plot No. 26 having an area of 530 Square Metres, forming part of the said Property described in the Schedule (I) to the said Deed of Sale and the said Plot No. 26 which is a distinct plot is described in the Schedule (II) to the said Deed of Sale, shown on the plan annexed thereto and better clarity marked thereon with red colour boundary lines, for the total consideration of Rs. 6,89,000/-. By virtue of the said Deed of sale, the said **Shri Kishor Vithu Gawas,** became the absolute owner in possession and enjoyment of the said Plot and is entitled to sell or dispose of the said Plot at his own discretion.

Subsequently a Deed of Rectification has been executed on 21/07/2006 and registered in the Office of the Sub-Registrar of Ponda, Goa, under Registered No. l232 at pages 64 to 74, Book No. I, Volume No. 984 on 25/07/2006, the error in the name of said Shri KishorVithu Gawas, at page No. 9 and at page No. 24 of the said Deed of Sale dtd. 29/06/2006 has been rectified.

By virtue of the said Deed of Sale, the legal title and possession of the said Plot No. 26 came to be vested in the said **Shri KishorVithu Gawas,** Vendor No. 1 herein and he became the absolute owner in possession and enjoyment and well seized and possessed of THE SAID PLOT No. 26, and

is entitled to sell, transfer or dispose of THE SAID PLOT to any party whomsoever as per his discretion.

The said Plot No. 26, which is surveyed under **Survey No. 114/1**(Part) for the sake of brevity is hereinafter referred to as "THE SAID PLOT".

The said Plot is a developed plot of approved sub-division and formed itself into separate and distinct unit having separate boundary marks.

Shri Kishor Vithu Gawas, having married to **MRS. REGINA KISHOR AZAVEDO,** under the regime of Communion of Assets in force in Goa, and thus being moiety holder, she is entitled to half undivided share, rights, title and interest in THE SAID PLOT.

Shri Kishor Vithu Gawas subsequently after having complied the prescribed procedures provided under the Land Revenue Code, got the said Plot mutated in their favour and accordingly his name appears in the Occupant Column of the Form I and XIV of the Records of Rights of Survey No. 114 Sub-Division No. 1 of village Candola, PondaTaluka, Goa.

The **Shri Kishor Vithu Gawas** being unable to develop the said Plot have decided to entrust the work of developing the said Plot, by putting up a multi storeyed building on the said Plot to any Builders/Developers.

M/s OMKAR BUILDER & DEVELOPER, represented by Mrs. Mansi Mahesh Talekar, the Builders/Developers who are carrying on business of Builders and Developers and having requisite financial and managerial resources and infrastructure to carry out development and marketing of the premises proposed to be constructed on the said Plot, being desirous of developing the said Plot by constructing the Building thereon, approached **Shri Kishor Vithu Gawas** and they the said **Shri Kishor Vithu Gawas,** and his wife **MRS. REGINA KISHOR AZAVEDO** under Agreement for Development & Sale agreed to sell, assign, transfer and convey their rights in the total FSI/FAR of the said Plot and also their construction rights in the proposed Building to be constructed

in the said Plot to the said Builders/Developers for a total consideration of **Rs. 92,00,000/- (Rupees ninety two lakhs only)** and further allow the Builders/Developers to develop the said Plot by carrying out construction of the proposed Building thereon for consideration more particularly set out in the said Agreement. The Builders/Developers have agreed to carry out the construction of the said Building at their own funds or the money.

CERTIFICATE

I have gone through the title deeds relating to the property and I further certify that said **Shri Kishor Vithu Gawas,** and his wife **MRS. REGINA KISHOR AZAVEDO,** holds absolute, clear, valid and marketable title to the said Plot. Also under the said Agreement for Development the said Builders / Developers have acquired right to develop the said Plot by constructing a Building thereon and to sell the same to the prospective Buyers at their own discretion.

PLACE: - MARCELA-GOA.
DATE: - 17 /08/2021.

(K. L. BHAGAT)

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