

KAMALAKANT N. PAI

ADVOCATE

B.A. (HONS.), LL.B.

Off. : 211, Second Floor,
Mapari Audi Plaza,
Behind Salgaocar Chambers
MARGAO - GOA

☎ : 2703544

Res. : F - 1/2, Roshan Apts.,
Opp. Borkar's Super Stores,
Vidyanagar,
MARGAO - GOA
☎ : 2750511

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Date _____

11th December 2020

CERTIFICATE OF TITLE AND SEARCH REPORT

This certificate and report is given at the request of Mr. Mujib Shaikh, sole proprietor of M/s. Roofmakers Realtors in respect of the following plots:

Description of plots:

All that Plot Nos.18, 19 and 20 of the eastern portion being 1/3rd of the property known as "UNHACHEM MOLA or UNHA MOLLA", situated at Fatorda, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.165 of Book B-2 of Old Series and enrolled in the Taluka Revenue Office under Matriz Nos.952 and 959.

The Plot No.18 admeasures 2,144 sq.mts and surveyed under Chalta No.22 of P.T.Sheet No.30, the Plot No.19 admeasures 2,194 sq.mts and surveyed under Chalta No. 23 of PTS No. 30 and Plot No.20 admeasures 2,021 sq.mts and surveyed under Chalta No. 49 of PTS No. 30.

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All the above Plots Nos.18, 19 and 20 have been amalgamated and together having an area of 6359 sq. mts and bounded on the east by road and property under Chalta No. 40 of PTS No. 30, on the west by 10 mts wide road, on the north also by 10 mts wide road and on the south by property under Chalta No.50 of P.T.Sheet No.30.

Documents scrutinised: (All in xerox copies)

- a) Certificate of inscription and description dt.09th November 2004 issued by Civil Registrar cum Sub-Registrar of Salcete, Margao;
- b) Matríz certificate dt. 23rd September 1998 issued by the Mamlatdar and Head of Taluka Revenue office, Sacete, Margao;
- c) Deed of Partition dated 23/11/1931;
- d) Certificate of the records of Inventory Orfanologico No. 40/1944;
- e) Deed of Gift dated 14/03/1972, duly registered in the office of the Sub-Registrar, Salcete under No. 599, at pages 311 to 317 of Book No.1, Vol. No. 90 dated 08/05/1972;
- f) Public Will drawn on 19th March 1980;
- g) Deed of Succession drawn on 24th October 1986;
- h) Deed of Partition dt.21st August 1987 registered in the office of the Sub-Registrar of Salcete, Margao under No.1307 at pages 466 to 486 of Book No.I Vol.53 dt. 29.11.1988;
- i) Form D and survey plan;

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- j) Construction licence from Margao Municipal Council under Licence No.A/54/2020-2021 dt. 30.10.2020;
- k) Development permission from South Goa Planning and Development Authority, Margao under No.SGPDA/P/6209/1819/19-20 dt. 21.02.2020;
- l) NOC from Urban Health Margao under Ref. No. UHCM/NOC/2020-21/138 dt. 11.05.2020;
- m) Approved plans;
- n) Three separate Agreements dt. 28.09.2020;

SCRUTINY OF RECORDS:

From certificate of description and Matriz certificate it is clear that the property "UNHACHEM MOLA or UNHA MOLLA", situated at Fatorda, Margao, Goa is described in the Land Registration Office of Salcete under description No.165 of Book B-2 of Old Series and enrolled in the Land Revenue Office of Salcete under Matriz Nos.952 and 959.

From certificate of inscription it is clear that the said property was originally owned and possessed by Mrs. Adelaide Florentina Quiteria de Menezes, widow of Mr. Manuel Expectacao de Almeida in whose name the same is inscribed under Inscription No. 3072;

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From Deed of Partition dated 23/11/1931 executed upon the death of said Mrs Adelaide Florentina Quitéria de Menezes before Notary Shri Francisco Xavier Theodore de Miranda, between the heirs of said Mrs Adelaide Florentina Quitéria de Menezes it is clear that the properties left by her were partitioned amongst her heirs and the said property was allotted to her son named Mr. Dulcidonio Expectacao Roque do Rosario Almeida;

From the certificate issued from the records of Inventory proceedings being Inventory Orfanologico No. 40/1944, that took place upon the death of said Dulcidonio Expectacao Roque do Rosario Almeida and his wife Elizena Carmelina dos Prazeres Torrado e Almeida, the said property was allotted to their son named Joaquim Antonio do Coracao de Jesus Almeida;

The said records also makes clear that said Joaquim Antonio do Coracao de Jesus Almeida, expired subsequently and upon his death the said inventory proceedings continued to distribute his assets and by final order dated 29/08/1947, the said property was allotted to his sister, Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida in whose name the properties under Matriz No. 952 and 959 are enrolled;

From Deed of Gift dated 14/03/1972, duly registered in the office of the Sub-Registrar, Salcete under No. 599, at pages 311 to 317 of Book No.1, Vol. No. 90 dated 08/05/1972 it is

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clear that said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida during her life time gifted the 2/3rd of western side of the said property in equal shares to her nephews, Antonio Agnelo Dulcidonio Almeida, Joaquim Santana Jose Almeida, Francisco do Rosario Almeida and Manuel Maria do Rosario Almeida, all sons of her brother Caetano Braancamp do Coracao de Jesus Almeida;

From Public Will drawn on 19th March 1980 it is clear that said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida then executed a Public Will on 19/3/1980 in favour of her said nephews, whereby she appointed them as her sole and universal heirs;

From Deed of Succession drawn on 24th October 1986 it is clear that said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida expired on 30/8/1984, in the state of spinster with no lineal ascendants or descendants who would be entitled to any LEGITIMA in her assets, leaving behind her said nephews, as her universal successors as witnessed by the said Deed of Succession dated 24/10/1986;

From Deed of Partition dt.21st August 1987 it is clear that the said Antonio Agnelo Dulcidonio Almeida, Joaquim Santana Jose Almeida, Francisco do Rosario Almeida and Manuel Maria do Rosario Almeida, not desirous of continuing to hold the properties inherited by them by virtue of the said Public Will

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dated 19/03/1980 and the said Deed of Succession dated 24/10/1986, in common, resorted to a family partition of the remaining eastern side of the said property forming a separate plot in itself divided into 25 plots, designated by numbers "1" to "25", and into roads designated by letters "A" to "C" as witnessed by Deed of Partition dated 21/8/1987, duly registered at Sr. No. 1309 at pages 466 to 468 of Book I Vol. 53 dated 29/11/88:

In the above said family partition among others Plot No.18 was allotted to Mr.Manuel Maria do Rosario Almeida, Plot No.19 to Mr. Joaquim Santana Jose Almeida and his wife and Plot No.20 to Mr. Francisco do Rosario Almeida and his wife from Fatorda, Margao, Goa

Thus said aforesaid persons became sole owners and possessors of the said respective plots. In survey records the said respective plots stands recorded in their names as sole occupants thereof.

From the construction licence from Margao Municipal Council under Licence No.A/54/2020-2021 dt. 30.10.2020 with prior development permission from South Goa Planning and Development Authority, Margao under No.SGPDA/P/6209/1819/19-20 dt. 21.02.2020 and NOC from Urban Health Margao under Ref. No. UHCM/NOC/2020-21/138 dt. 11.05.2020 it is clear that the aforesaid persons/owners amalgamated the said three plots to construct a

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buildings complex comprising of three buildings, consisting of shops and flats;

From three separate Agreements dt. 28th September 2020 executed between said owners (1), Mr. Manuel Maria do Rosario Almeida, (2) Mr. Joaquim Santana Jose Almeida and his wife and (3) Mr. Francisco do Rosario Almeida and his wife from Fatorda, Margao, Goa of the One Part and the developer said Mr. Mujib Shaikh, sole proprietor of M/s. Roofmakers Realtors of the Other Part, the said Owners agreed with the said developer for the development of their three separate plots, all adjoining one another and together forms one property, namely Plots No.18, 19 and 20 of the eastern portion, being one third of the property known as "UNHACHEM MOLA or UNHA MOLA", situated at Fatorda, Margao,

As per the said Agreements, said developer is entitled to develop the said plots by constructing said buildings complex and towards such development entitled for disposal and sale of following premises in following blocks/buildings, namely -

| S.No | Bldg | Floor | Premises | Type | Code | Saleable Area Sq.mts | Total Built up Area Sq.mts | Carpet Area Sq.mts |
|------|------|-------|----------|------|------|----------------------|----------------------------|--------------------|
| | | | | | | | | |

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BLOCK A

| | | | | | | | | |
|---|---|--------|-----------|-------|-------|-------|-------|-------|
| 1 | A | Second | Flat No.1 | 2 BHK | A-201 | 94.83 | 85.16 | 70.67 |
| | | | Flat No.2 | 2 BHK | A-202 | 98.90 | 88.81 | 73.53 |
| | | | Flat No.3 | 2 BHK | A-203 | 98.22 | 88.2 | 72.95 |
| | | | Flat No.4 | 1 BHK | A-204 | 70.54 | 63.35 | 49.26 |
| 1 | | | Flat No.5 | 2 BHK | A-205 | 95.74 | 85.98 | 71.37 |
| | | Third | Flat No.1 | 2 BHK | A-301 | 94.83 | 85.16 | 70.67 |
| | | | Flat No.2 | 2 BHK | A-302 | 98.90 | 88.81 | 73.53 |
| | | | Flat No.3 | 1 BHK | A-303 | 98.22 | 88.2 | 72.95 |
| | | | Flat No.4 | 2 BHK | A-304 | 70.54 | 63.35 | 49.26 |
| 1 | | | Flat No.5 | 2 BHK | A-305 | 95.74 | 85.98 | 71.37 |
| | | Fifth | Flat No.1 | 1 BHK | A-501 | 94.83 | 85.16 | 70.67 |
| | | | Flat No.2 | 2 BHK | A-502 | 98.90 | 88.81 | 73.53 |
| | | | Flat No.3 | 2 BHK | A-503 | 98.22 | 88.2 | 72.95 |
| | | | Flat No.5 | 1 BHK | A-505 | 95.74 | 85.98 | 71.37 |

BLOCK S

| | | | | | | | | |
|---|---|--------|------------|------|-------|-------|-------|-------|
| 1 | S | Ground | Shop No.1 | Shop | SH-01 | 36.92 | 36.92 | 32.3 |
| | | | Shop No.2 | shop | SH-02 | 35.19 | 35.19 | 32.3 |
| | | | Shop No.3 | Shop | SH-03 | 35.19 | 35.19 | 32.3 |
| | | | Shop No.4 | Shop | SH-04 | 35.19 | 35.19 | 32.3 |
| | | | Shop No.5 | Shop | SH-05 | 36.52 | 36.52 | 33.58 |
| | | | Shop No.13 | Shop | SH-13 | 42.27 | 42.27 | 37.29 |
| | | | Shop No.14 | Shop | SH-14 | 40.55 | 40.55 | 37.29 |
| | | | Shop No.15 | Shop | SH-15 | 42.27 | 42.27 | 37.29 |

BLOCK B

| | | | | | | | | |
|---|---|-------|-----------|-------|-------|-------|-------|-------|
| 1 | B | First | Flat No.1 | 2 BHK | B-101 | 88.08 | 81.34 | 67.04 |
| | | | Flat No.2 | 2 BHK | B-102 | 93.37 | 86.23 | 71.34 |
| | | | Flat No.3 | 2 BHK | B-103 | 88.27 | 81.52 | 66.52 |
| | | | Flat No.4 | 1 BHK | B-104 | 58.50 | 54.03 | 46.18 |
| 1 | B | Third | Flat No.1 | 2 BHK | B-301 | 88.08 | 81.34 | 67.04 |

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|---|---|-------|-----------|-------|-------|-------|-------|-------|
| | | | Flat No.2 | 2 BHK | B-302 | 93.37 | 86.23 | 71.34 |
| | | | Flat No.3 | 2 BHK | B-303 | 88.27 | 81.52 | 66.52 |
| | | | Flat No.4 | 1 BHK | B-304 | 58.50 | 54.03 | 46.18 |
| 1 | B | Fifth | Flat No.1 | 2 BHK | B-501 | 88.08 | 81.34 | 67.04 |
| | | | Flat No.2 | 2 BHK | B-502 | 93.37 | 86.23 | 71.34 |
| | | | Flat No.4 | 1 BHK | B-504 | 58.50 | 54.03 | 46.18 |

BLOCK C

| | | | | | | | | |
|---|---|--------|-----------|-------|-------|-------|-------|-------|
| 1 | C | Second | Flat No.1 | 2 BHK | C-201 | 94.38 | 85.96 | 69.79 |
| | | | Flat No.2 | 2 BHK | C-202 | 56.71 | 51.65 | 44.89 |
| | | | Flat No.3 | 1 BHK | C-203 | 95.15 | 86.66 | 69.15 |
| | | Fifth | Flat No.1 | 2 BHK | C-501 | 94.38 | 85.96 | 69.79 |

I have gone through the nil encumbrance certificate and also searched the records of the Sub-Registrar of Salcete, Margao and did not find any lien/charge/encumbrance recorded against the said plots.

CONCLUSION AND OPINION

From going through the above documents I have to conclude and opine that -

a) the said plots are free from all encumbrances, charges, liens, defects in title whatsoever;

b) Mr. Manuel Maria do Rosario Almeida is owner of said Plot No.18, Mr. Joaquim Santana Jose Almeida and his wife are owners of Plot No.19 and Mr. Francisco do Rosario Almeida and his wife are owners of the Plot No.20 of said property described hereinabove and their title to the said plots is free, clear, unencumbered and marketable;

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c) said Mr. Mujib Shaikh as per said Agreements are entitled to develop the said plots and dispose of the premises detailed hereinabove in proposed buildings in said buildings complex to his customers along with the proportionate share in land, and such purchasers/customers will acquire clear title to such premises.

d) If any customer/purchaser purchases any premises from the premises detailed above along with the proportionate share in land, described hereinabove from said Developer, Mr. Mujib Shaikh and duly confirmed by said owners of land mentioned above, such customer/purchaser will acquire clear title to the same.

Margao,

11th December 2020

Adv. Kamalakant Pai