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SAVIO X. SOARES
ADVOCATE

206, 2nd Floor, Block A, Saldanha Business Towers, Near Civil & Criminal Court, Altinho,
Mapusa, Bardez, Goa - INDIA. Tel. Offi. 0832 6630262 Mobile: 9822685854
E-mail : adv.soaresandassociates@gmail.com

TITLE REPORT

I. DESCRIPTION OF WHOLE PROPERTY:

All that property known as "FOTQUIREACHEM GALLUM" also known as "FOTQUIREM" or "FOTKIREM" earlier stated to be in Serula Village this property being described in the Land Registration Office of Bardez under No.148 at Pages 149 of Book No.B-1 (new) and inscribed under No.67 at page 42 of Book G-1 not founded enrolled in the Taluka Revenue Office but recorded in the Record of Rights under Survey No.361/1 of Village Socorro, Bardez Taluka, admeasuring an area of 61875 sq.mtrs situated at Ambrina, Village of Socorro, Bardez, Goa the same being bounded on or towards as under:

On the East : By Property bearing Survey No.357/1 to 6 of Village of Socorro and partly by Survey No.358/5

On the West : By Property bearing Survey No.360/1 of Village of Socorro and by a Public road

On the North : By Property bearing Survey No.359/1 of Village Socorro and;

On the South : By Property bearing Survey No.362/1 of Village of Socorro and by a public road



II. DESCRIPTION OF SAID PROPERTY:

All that property admeasuring an area of 54717 sq.mtrs, forming a portion of the property bearing Survey No.361/1 of the Village Socorro in Bardez Taluka in the State of Goa, bifurcated by a road and forming two portions being Plot A inclusive of the area utilized for the road admeasuring 39882 sq.mtrs and area on other side of the road being Plot B admeasuring 14835 sq.mtrs this entire area of 54717 sq.mtrs being bounded as under:-

On the East : By Part of the property Survey No.359/1 and Survey No. 357/5 and 6 of Village of Socorro and partly by remaining portion of Survey No.361/1 of Village Socorro;

On the West : By property bearing Survey No.360/1 of Village of Socorro and by a Public road;

On the North : By property bearing Survey No.359/1 of Village Socorro, and;

On the South : By property bearing Survey No.362/1 of Village of Socorro and by a public road.

III. DESCRIPTION OF DOCUMENTS SCRUTINIZED

I have examined the following documents which are valid as per the prevailing laws:

1. Certificate of Inscription bearing No. 67 at page 42 of Book G-1 and Description bearing No. 148 at page 149 of Book B-1 New, from the Office of Land Registration of the Judicial Division of Bardez, alongwith a copy of its translation.



2. Form I and XIV concerning Survey No.361/1 of Village Socorro Bardez Goa.
3. Deed of Sale, Discharge of price and undertaking dated 23-09-1882, recorded at page 43 of the Notorail Book No. 86 of the Notorial Book no. 86 of the Notary of the Judicial Division of Bardez, Miguel Jose Rebeiro alongwith a copy of its English translation.
4. Extract of Inventory Proceedings initiated on death of Hipolito in the Court of Civil Judge Bardez, issued by the 3rd Court of the Civil Judge of Bardez on 31-12-1968, along with the copy of the English translation.
5. Will dated 08-11-1989 drawn at pages 59 of Book 156 in the office of Notary Public Ex - Officio Mapusa.
6. Deed of Succession dated 09-08-1990 drawn at Pages 53 to 55 of Book 747 in the Office of Notary Public Ex-Officio Mapusa.
7. Deed of Declaration dated 27-06-1994 registered under No.620 of Book - I Volume No.289 in the Office of Sub Registrar Mapusa.
8. Deed of Declaration dated 06-02-2013 registered under No.PNJ-BK1-00393-2013, CD Number PNJD20 on 07-02-2013 in the Office of Sub Registrar of Panaji.
9. Extract of Inventory Proceedings No.145/95 in the Court of Civil Judge Senior Division of Bardez, with the Order of the High Court in Appeal from Order No. 20/2000, registered



with the Sub-Registrar of Bardez, under No. 218, at pages 235 to 329, Book I, Volume No. 2999, on 13-07-2012.

10. Order dated 14-02-2000 in Revision Petition under No.39/99/A in the Court of Civil Judge Senior Division, at Mapusa.
11. Order dated 06-09-2011 passed by the High Court of Bombay, at Goa, in Appeal from Order No. 20/2000.
12. Agreement dated 24-09-2014 executed with M./s Devashri Real Estate Developers registered under No.BRZ-BK1-04287-2014, CD Number BRZD734 on 26-09-2014 in the Office of Sub Registrar Mapusa.
13. Sanad under No.RB/CNV/BAR/ AC/-11/55/2014 dated 06-11-2014 issued by the Office of Collector Panaji along with the copy of the plan.
14. Sanad under No.RB/CNV/BAR/COL/-47/2014 dated 07-11-2014 issued by the Office of Collector Panaji along with the copy of the plan.
15. Technical Clearance under No.TPS/796/TCP/14/3082 date 29-09-2014 issued by the Office of Town and Country Planning Department Mapusa.
16. Technical Clearance under No.TPB/797/TCP/14/3582 dated 10-11-2014 issued by the Office of Town and Country Planning Department Mapusa.



17. Technical Clearance under No.TPB/797/TCP/15/856 dated 05-03-2015 issued by the Office of Town and Country Planning Department Mapusa.
18. Technical Clearance under No.TPB/796/TCP/15/3696 dated 30-11-2015, issued by the Office of Town and Country Planning Department Mapusa.
19. Construction License under No.VP/SOC/325/2015-2016 dated 18-05-2015 issued by the Office of the Village Panchayat Socorro.
20. Construction License under No.VP/SOC/2139/2015-2016 dated 05-11-2015 issued by the Office of the Village Panchayat of Socorro.
21. Construction License under No.VP/SOC/2825/2015-2016 dated 30-01-2016 issued by the Office of the Village Panchayat of Socorro.
22. Construction License dated 17-05-2016 under Reference No.VP/SOC/374/2016-2017.
23. Survey Plans

IV) FLOW OF TITLE

- The whole property originally belonged to Late Antonio Jose Lobo and his wife Etelvina Amelia Pinto, as seen from the recital and certificate referred to, in the Deed of Sale and discharge dated 23-09-1882.



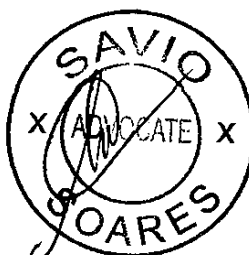
- That vide Deed of Sale, discharge of the price and undertaking dated 23-09-1882 Antonio Jose Lobo and his wife Etelvina Amelia Pinto sold the whole property to Mr.Hipolito Caetano Pinto.
- That the said Mr.Hipolito Caetano Pinto expired on 08/12/1897 and upon his death Inventory Proceedings were instituted in the Civil Court of the Judicial Division Mapusa. In the said Inventory Proceedings the heirs brought on record, were his wife Mrs. Maria Julia Francisca Vas and 2 daughters namely Maria Estela Pinto and Maria Francisca Pulqueria Pinto and Vide Order dated 05-08-1899 made in the said Inventory Proceedings, the whole property, which was described at Item No. 31 in the said proceedings, was allotted to the daughter Maria Estela Pinto, which is certified vide certificate dated 31-12-1968, issued by the 3rd Court of the Civil Judge of Bardez.
- That Maria Estela Pinto alias Maria Estella Dos Dolores Pinto alias Estela de Pinto de Andrade was married to Minguel Jose Pinto de Andrade. Minguel Jose Pinto de Andrade who died on 20/02/1955 and Maria Estela Pinto alias Maria Estella Dos Dolores Pinto alias Estella de Pinto de Andrade died on 06/07/1970, both were married without any ante-nuptial Agreement and therefore governed under the regime of Communion of Assets. Both died without any will or gift or any other testamentary disposition of their last wishes leaving behind their sole and universal heir their only son Mr. Luis Caridade Hipolito Antonio de Andrade married to Lucille Pinto de Andrade. Vide Deed of Succession or



Qualification of heirs executed on 09/08/1990 at the Office of the Notary Ex-Officio Bardez at Mapusa drawn in the Office of Notary Book No.747 at Pages 53 to 55 dated 09/08/1990 Mr. Luis Jose Pinto de Andrade and Lucille Pinto de Andrade were declared as the only successors of the deceased, Maria Estela Pinto alias Maria Estella Dos Dores Pinto alias Estela de Pinto de Andrade and her husband Minguel Jose Pinto de Andrade.

- That Mr. Luis Jose Pinto de Andrade had executed a Will dated 08/11/1989 drawn at Pages 59 of Book 156 in the Office of the Civil Registrar cum Sub-Registrar and Notary Ex-Officio in the Judicial Division of Bardez at Mapusa. However the aforesaid whole property does not stand allotted vide the said will.
- Mr. Luis Jose Pinto de Andrade expired on 21/01/1991 and upon his death a Deed of Declaration was executed on 27/06/1994 in the Office of the Sub-Registrar and Notary Ex-Officio of Bardez at Mapusa duly registered under No.620 of Book I Vol No.289 dated 18/04/1995 wherein the universal heirs declared along with their share entitlement are as under:

- 1) Mrs. Lucille Pinto de Andrade entitled to half undivided right in the Whole property.
- 2) Mrs. Jamila Maria Colaco and her husband Mr. Manuel Francisco Colaco entitled to 1/8th undivided right in the Whole property.



3) Rosalie Srivastava and her husband Alok Srivastava entitled to 1/8th undivided right in the Whole property.

4) Mr. Michael Pinto de Andrade and his wife Cynthia Pinto de Andrade entitled to 1/8th undivided right in the Whole property.

5) Mr. Carl Pinto de Andrade entitled to 1/8th undivided right in the Whole property.

➤ That upon the death of Mr. Luis Pinto de Andrade, Inventory Proceedings were also instituted in the Court of Civil Judge, Senior Division at Mapusa bearing No.140/95/A and vide Order dated 09/02/1999, the whole property admeasuring 61875 sq.mtrs along with another property known as "CUNGO" admeasuring 8875 sq.mtrs i.e. in all 70750 sq.mtrs , which were described as one property at item no. 4 of the said proceedings, were then allotted to the heirs of late Mr. Luis Pinto de Andrade.

➤ That a Revision Petition was filed before the Civil Judge Senior Division at Mapusa, challenging this order dated 09/02/1999, being CMA No.39/99/A and an order dated 14/02/2000 was then made by the Civil Judge Senior Division at Mapusa. That during the pendency of this Revision Petition, Ms. Jamilia Maria Colaco, expired at Houston, Texas on 14/03/1999.

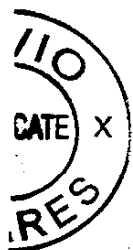
➤ That as against this Order dated 14/02/2000 made by the Civil Judge, Senior Division, at Mapusa, an appeal from



Order No.20/2000, was filed by Mr. Manuel Francisco Colaco, husband of late Ms. Jamilia Maria Colaco, before the High Court of Bombay at Goa and this Appeal from Order No.20/2000 was then disposed off by the High Court of Bombay, vide Judgment dated 06/09/2011, as per the Consent Terms executed, by the parties.

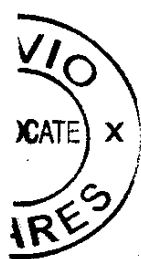
- That as per the Consent Terms, filed by the parties and approved by the High Court of Bombay at Goa vide its Judgment dated 06/09/2011, and the re-allotment made, pursuant to the said order dated 06-09-2011, of the High Court of Bombay at Goa, in the inventory proceedings bearing No.140/95/A, by the Court of the Civil Judge Senior Division, vide chart of allotment drawn up on 07-10-2011, the Whole property stands allotted as under:-

- 1) Mrs. Lucille Pinto de Andrade entitled to 4/6th share equivalent to an area of 47167 sq.mtrs
- 2) Mrs. Rosalie Srivastava a plot of an area of 2000 sq.mtrs
- 3) Mr. Michael Pinto de Andrade a Plot of an area of 1000 sq.mtrs
- 4) Mr. Carl Pinto de Andrade a Plot of an area of 1000 sq.mtrs
- 5) ½ (half) of the balance of Whole property to Mr. Michael Pinto de Andrade equivalent to 9791.50 sq.mtrs
- 6) ½ (half) of the balance of Whole property to Mr. Carl Pinto de



Andrade equivalent to 9791.50 sq.mtrs

- That the Judgment dated 06/09/2011 made in Appeal from Order No.20 of 2000 along with the Consent Terms filed in the said Appeal from Order No.20/2000 along with the Description of the Properties and the Chart of Allotment in Inventory Proceedings No.140/1995/A before the Civil Judge, Senior Division at Mapusa was registered in the Office of the Sub-Registrar of Bardez, at Mapusa under No.218 at Pages 235 to 329 in Book No.1 Volume No.2999 on 13/07/2012.



- That in view of the Consent Terms filed and accepted by the Hon'ble High Court, which resulted in the Judgment dated 06-09-2011 made in Appeal from Order No. 20/2000, and the fresh chart of allotment drawn up on 07-10-2011, by the Court of the Civil Judge Senior Division, Mapusa, in the inventory proceedings bearing No.140/95/A, the title of the Whole Property stood Conferred in favour of Mrs. Lucille Pinto de Andrade, Mrs. Rosalie Srivastava, Mr. Alok Srivastava, Mr. Michael Pinto de Andrade, Mrs. Cynthia Pinto de Andrade, Mr. Carl Joseph Pinto de Andrade.

- Mr. Carl Pinto de Andrade was married to Veena Couto alias Veena Maria Couto alias Veena Pinto de Andrade and the parties filed for divorce by mutual consent under N.F-579 of 2008 before the Family Court, Mumbai at Bandra and vide Order dated 14/10/2008, a decree of dissolution of marriage



under Section 10(A) of the Indian Divorce Act was made as per the Consent Terms filed by the Parties, on 10-04-2008.

- That Vide Deed of Declaration dated 06/02/2013 registered in the Office of Sub-Registrar of Ilhas Panaji under No.PNJ-BK1-00393-2013, CD No.PNJD20 on 07/02/2013 Mr. Carl Pinto de Andrade and Veena Couto alias Veena Maria Couto alias Veena Pinto de Andrade declared that they do not have any claim against each other of whatsoever nature and that they unconditionally and irrevocably renounce and surrender any rights in any and all immovable properties that were acquired during the subsistence of their marriage and further they declared that each of them shall be free to own, hold, enjoy or possess their own properties movable or immovable, self acquired or inherited or awarded as part of the said consent terms from the date of the said decree as their own and to deal with the same without interference from or reference to the other party.

- That in view of the Order/Decree of Dissolution of Marriage dated 14/10/2008, passed by the Family Court, of Mumbai at Bandra, dissolving the marriage of Mr. Carl Pinto de Andrade and Veena Couto alias Veena Maria Couto alias Veena Pinto de Andrade and the Deed of Declaration dated 06/02/2013 registered in the Office of Sub-Registrar of Ilhas Panaji under No.PNJ-BK1-00393-2013, CD No.PNJD20 on 07/02/2013, no rights of the SAID WHOLE PROPERTY or the SAID PROPERTY, vests in the said Veena Couto alias Veena Maria Couto alias Veena Pinto de Andrade.



- That vide Agreement dated 24-09-2014 executed before the Sub-Registrar of Bardez under Book -I Document, Registration No.BRZ-BK1-04287-2014, CD No.BRZD734 dated 26/09/2014, the said Mrs. Lucille Pinto de Andrade (represented by her attorney Mr. Michael Pinto de Andrade by virtue of Power of Attorney dated 24/07/2014, executed before the Notary D.S.Petkar at Mapusa under No.17087/2014 dated 24/07/2014), Mrs. Rosalie Srivastava and her husband Mr. Alok Srivastava (represented by her attorney Mr. Michael Pinto de Andrade by virtue of Power of Attorney dated 26/09/2008 executed before the Notary Public, State of New Jersey and is duly endorsed by Additional Collector of North Goa on 30/10/2008) Mr. Michael Pinto de Andrade, Mrs. Cyntia Pinto de Andrade (represented by her attorney Mr. Micheal Pinto de Andrade by virtue of Power of Attorney dated 02/08/2014 executed before the Notary Smt. Shilpa Salgaokar at Mapusa under No.2445/2014 dated 02/08/2014), Mr. Carl Pinto de Andrade (represented by his attorney Mr. Michael Pinto de Andrade by virtue of Power of Attorney dated 24/07/2014 executed before the Notary D.S.Petkar at Mapusa under No.17088/2014 dated 24/07/2014) as Vendors/Owners agreed to sell and permitted development of the SAID PROPERTY admeasuring 54717 sq.mtrs, (by retaining part undivided rights of the said 54717 sq.mtrs, for the Vendors/owners), to M/s Devashri Real Estate Developers (A Division of Devashri Nirman Limited Liability Partnership) represented by Shri.Kiran Shivram Hegde (Power of Attorney of Shri. Shrinivas V. Dempo, Smt. Neela Dempo & Smt.



Pallavi Dempo, by virtue of Power of Attorney dated 10/08/2014 executed before the Notary Smt. Kishori N. Fugro at Panaji under No.715 dated 25/08/2014) as the purchasers/developers.

- Form I & XIV dated 25-09-2017 in respect of Survey No.361/1 of Socorro Village shows the name of Mrs. Lucille Pinto de Andrade, Mrs. Rosalie Srivastava, Mr. Michael Pinto de Andrade, and Mr. Carl Joseph Pinto de Andrade in the Occupant Column.
- That various Government Departments, have issued the following permission, for the development of the SAID PLOT, namely,



- The Office of the Collector North Goa District issued Conversion Sanad dated 06/11/2014 under No.RB/CNV/BAR/AC-II/55/2014.
- The Office of the Collector North Goa District issued Conversion Sanad dated 7/11/2014 under No. RB/CNV/BAR/COLL/47/2014.
- The Office of the Senior Town Planner, Mapusa Goa issued a Technical Clearance Order dated 10/11/2014 under Reference No.TPB/797/TCP-14/3582, Technical Clearance order No. TPB/797/TCP-15/856, dated 05-03-2015, Technical Clearance order No. TPB/797/TCP-14/3082, dated 29-09-2014, and Technical Clearance order No. TPB/797/TCP-15/3696, dated 30-11-2015, for carrying out



construction of residential complex comprising of building blocks, club house, swimming pool and compound wall.

- The Office of the Village Panchayat of Socorro Bardez Goa issued Construction License dated 18/05/2015 under Reference No.VP/SOC/325/2015-2016 for the construction of Residential Building.
- The Office of the Village Panchayat of Socorro Bardez Goa issued Construction License dated 05-11-2015 under Reference No.VP/SOC/2139/2016-2016, for the construction of Residential Building.
- The Office of the Village Panchayat of Socorro Bardez Goa issued Construction License dated 30-01-2016 under Reference No.VP/SOC/2825/2015-2016, for the construction of Residential Building.
- The Office of the Village Panchayat of Socorro Bardez Goa issued Construction License dated 17-05-2016 under Reference No.VP/SOC/374/2016-2017, for the construction of Residential Building.




V) OPINION

That based upon the documents mentioned herein above, copies of which were produced for my scrutiny, more particularly the Judgment dated 06-09-2011 made in Appeal from Order No. 20/2000, by the Hon'ble High Court of Bombay, at Goa, and the Chart of Allotment dated 07-10-2011, by the Court of the Civil Judge Senior Division,



Mapusa, in the inventory proceedings bearing No.140/95/A, It is my opinion that, Mrs. Lucille Pinto de Andrade, Mrs. Rosalie Srivastava, Mr. Alok Srivastava, Mr. Michael Pinto de Andrade, Mrs. Cynthia Pinto de Andrade, and Mr. Carl Joseph Pinto de Andrade, are the lawful owners in possession, occupation and enjoyment of the whole property, bearing survey no. 361/1 of Socorro Village, and M/s Devashri Real Estate Developers (A Division of Devashri Nirman LLP), has developmental rights to SAID PLOT, admeasuring 54717 sq. mts., bearing survey no. 361/1(Part) of Socorro Village, which rights are subject to the terms and conditions of the Agreement dated 24-09-2014.

Mapusa-Goa
25th September, 2017



Adv. Savio X Soares

(This Report of Title is given by me, to MR.MICHAEL PINTO DE ANDRADE, son of late Luis Jose Pinto de Andrade resident of residing at 871/3, Fotquirem, behind SBI Varsha Colony, Alto-Porvorim, Bardez Goa 403521, based on the Xerox copies of documents listed in the Title Report hereinabove, made available to me for scrutiny, on the premise, that the said documents are true, correct and accurate.)



गोवा GOA

7/8/17

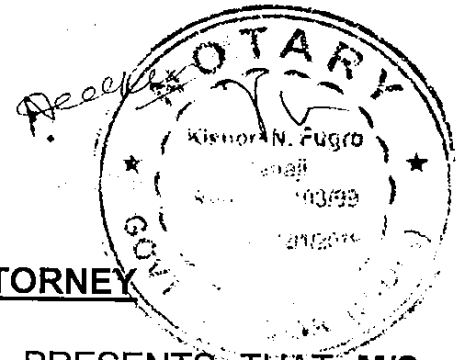
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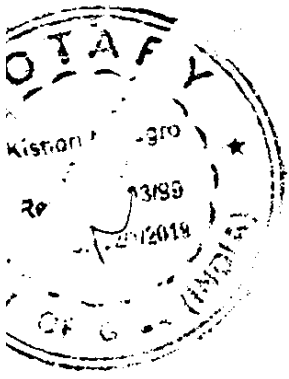
Devashri Nirman LLP

Paraji

**GENERAL POWER OF ATTORNEY**

BE IT KNOWN TO ALL BY THESE PRESENTS THAT M/S **DEVASHRI NIRMAN LIMITED LIABILITY PARTNERSHIP** a Limited Liability Partnership Firm having its registered office at 203, Tulsiani Chambers, Free Press Journal Marg, Nariman Point, Mumbai 400 021, Maharashtra and its Administrative Office at 710-712, Seventh floor, Dempo Towers, Patto Plaza, Panaji, Goa represented by its Partners (1) **SHRI. SHRINIVAS VASSUDEVA DEMPO**, son of Late Vasudeva Venkatexa alias Vasantryao Sinai Dempo, aged 48 years, married, Industrialist, (2) **SMT. NEELA VASSUDEVA DEMPO**, wife of Late Vasudeva Venkatexa alias Vasantryao Sinai Dempo, aged 76

N.V.D.



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years, married, businesswoman and **(3) SMT.PALLAVI SHRINIVAS DEMPO**, wife of Shri. Shrinivas Vasudeva Dempo, aged 42 years, married, businessman, all Indian Nationals, resident of Dempo Villa, Althinho, Panaji, Goa, do hereby appoint, nominate and constitute **SHRI. DATTAPRASAD PRABHAKAR PRIOLKAR**, son of Late Shri. Prabhakar Priolkar, aged 46 years, married, **DY. GENERAL MANAGER (PROJECTS) of M/S DEVASHRI NIRMAN LIMITED LIABILITY PARTNERSHIP**, Indian National, residing at Flat No.B1, Mitasu Manor, Sadar, Ponda, Goa, as our duly constituted Attorney, for us on our behalf and in the name of the said Firm to do the following activities.

1. To start the development work including sub-division of plots if need be and construction of Multi-storeyed Buildings for residence as well as for Commercial purposes in respect of the Properties owned by the said Firm hereinafter referred to as the "SAID PROPERTIES" and also to enable / facilitate to get the necessary plans approved for the same.
2. Without prejudice to the generality of the foregoing power which the grantor declared to be given the fullest and widest interpretation and for the purpose merely of affording further protection to person or persons dealing with the constituted attorney, we hereby expressly authorise the attorney for us, in our name and on behalf of the grantor Firm to execute, sign and do all or any of the deeds, instruments, acts and things specified hereinbelow.

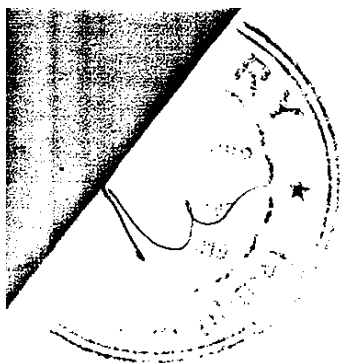
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- a) To survey and measure and verify the actual area of land of the "SAID PROPERTIES" owned by the Firm.
- b) To locate the boundaries of the "SAID PROPERTIES" on the site and to put the boundary marks for the same.
- c) To engage surveyor or surveyors and other persons necessary for such surveying, measuring and fixing boundary marks of the "SAID PROPERTIES"
- d) To enter and authorise others to enter into the "SAID PROPERTIES" for the purpose of surveying, measuring, demarcating boundary marks and/or for development of the same and any other thing necessary for or relating to the development of the "SAID PROPERTIES"
- e) To develop the "SAID PROPERTIES" by dividing the same into plots as well as by constructing buildings, flats, sheds or any other structure and to sell or agree to sell the said plots, buildings, flats, shops, sheds or structures as the case maybe to any person or persons for the consideration which the attorney may deem fit and proper and to accept the money either in part or otherwise and to execute the Agreements for Sale or Deed of Sale or any other document/ Agreement / Deeds for the same and to issue receipts for the money received by the attorney for such dealings.

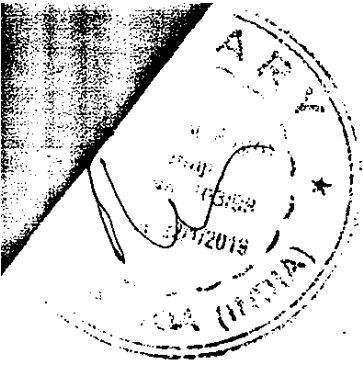
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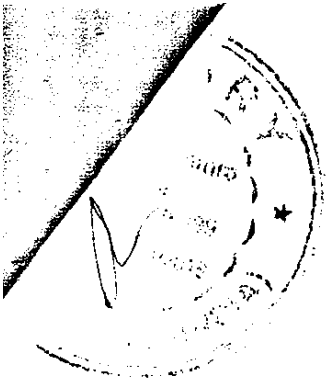
- f) To sign and file any applications and/or affidavit, petition or appeal in any Offices of the Government or local authorities, for any license permission or consent required by the Statute, Act, bye laws, Order or instrument in connection with correction and confirmation and modification of survey, demarcation of boundary lines, sub-divisions, or the development of the area of the "SAID PROPERTIES" in any manner and for conversion of land of the said area of the property or any part thereof and for construction of any Building, flats, shops, sheds or any other structure either of permanent or temporary nature in the "SAID PROPERTIES" or any part thereof.
- g) To apply for division or sub-division of the "SAID PROPERTIES" and to obtain approval of the plan or plans from The Town & Country Planning Department and/or Panaji Planning & Development Authority, and or Tourism Department or Collectorate and from any other authorities dealing with the matter pertaining to development of the said area of the "SAID PROPERTIES", sale of plots and property, construction of building and structures, payment of taxes and fees pertaining thereto, conversion of land etc.
- h) To appear before any Government offices, Development Authorities, Revenue Offices, including Collector, Land Survey Department, Mamlatdar Office and local bodies as well as any other Offices Central or State Government for any work pertaining to any of the things mentioned above.

BD / NVD
WY



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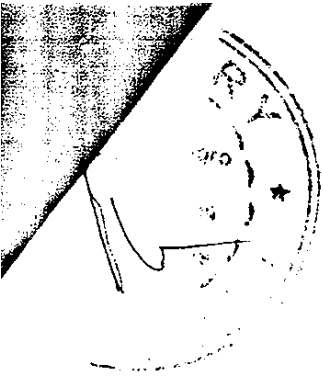
- i) To institute and to defend any suit or action or any proceeding against any person or persons in respect of any of the matter relating to or concerning the acts, things and deeds done or to be done relating to development and/or every other thing mentioned above in or pertaining to the "SAID PROPERTIES".
- j) To sign and verify complaints, written statements, applications, complaints, petitions, appeals, rejoinders, sur-joinders or any other document relating to or any other acts, things and deeds stated above and to engage and appoint Advocate or Advocates.
- k) To apply for conversion of land and to obtain Sand for the same in respect of the land of the "SAID PROPERTIES" or any part thereof.
- l) To apply, to obtain, to seek renewal, modifications, alterations in any manner in the licenses, plans or any other documents pertaining to any of the things stated above,.
- m) To sign, execute and deliver any Conveyance or Conveyances in favour of such person or persons or their nominees or assignee and to sign and execute all other deeds, instruments and assurances which the attorney shall consider necessary



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- n) To present any deed, conveyances, Agreement, Sale Deed, Rectification Agreement, Deed of Addendum, Agreement for Assignment of Rights or any document relation to the "SAID PROPERTIES" for registration when executed by the Firm through the attorney and to receive consideration and to admit execution thereof before the Sub-Registrar at any places in Goa and to do all other acts, deeds and things which the said attorney shall deem necessary and to sign as Confirming Party in Deed of Mortgage if any and if required entered into by the Purchasers/ Prospective purchasers with the recognized Banks/ Financial Institutions, Co-operative Societies/ Housing Societies, etc
- o) To apply to the Municipality/ PDA/ Panchayat in any place in Goa for obtaining Construction License, Technical License, Occupancy Certificate or any related document pertaining to the "SAID PROPERTIES" for getting approval to the RCC calculations and to get the alignment of the Buildings checked at the state of plinth
- p) To apply to the Forest Department for obtaining permission to cut trees which obstruct the proposed development in the "SAID PROPERTIES",

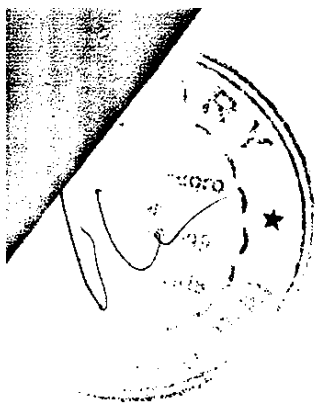
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
- q) To apply to the PWD (Public Health Engineering Division) to obtain permanent water connection for the proposed buildings to be constructed
- r) To apply to the Electricity Department for obtaining temporary Electricity Connection for construction purpose and after completion of construction to obtain permanent electric connection for the buildings in the SAID PROPERTIES.
- s) To apply to the City Corporation / Municipality/ PDA/ Panchayat/ Electricity Department & PWD Departments in any place in Goa to obtain the Occupancy Certificate, No Objection Certificate for obtaining electricity connection, water connection, House tax, for the premises and to issue NOC for transfer of house tax/ electricity connection in the name of the purchasers etc.
- t) To apply to the Telecommunication Department to seek the new telephone connection or any other matter with the said Department
- u) To engage Contractors, Sub-Contractors, Labourers, Professionals and other workers for the development of the plots in the SAID PROPERTIES and to carry out construction work thereon.

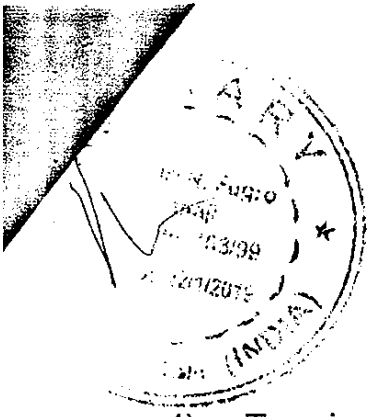
PWD / NVD
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: Page 8:

- v)To apply to P.W.D (Sewerage Department) for obtaining Sewerage Connection and also to obtain drainage completion certificate on execution of drainage work
- w)To apply to the Ministry of Environment and Forest to obtain their approvals/ NOC to the projects undertaken in the SAID PROPERTIES
- x)To apply to the Municipality / PDA / Panchayat in any place in Goa for Occupancy Certificate after completion of the Proposed development.
- y)To execute documents, papers, forms, pertaining to purchase and sale of vehicle, in the Office of RTO or any registering authority in the State of Goa
- z)To appoint Pleaders or Advocates or Agents in the matters and disputes on behalf of the Firm, in which the Firm has or may hereinafter have interest, claim demand relating to SAID PROPERTIES.
- 3)To rectify any mistakes, slips, errors, omissions and to rectify any acts, deeds, agreements, contracts, Deeds or any other writings and to purchase any stamp paper or to do franking and if necessary to cause refund of the same



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day



: Page 9 :




- 4) To sign and execute the Agreement for Construction-Cum-Sale/ Agreement for sale, Sale Deed, Deed of Conveyance, Deed of Partition, Deed of Rectification and Ratification/ Modification, Deed of Exchange, Deed of Addendum/Addendum to the Agreement for sale, Agreement for Assignment of Rights, all Agreements, Deeds, Documents, Indentures etc and also to act as Confirming Party in any Agreements, Deeds, instruments related to any transactions pertaining to Banks, Financial Institutions etc entered into by the Prospective Purchasers to raise funds for purchase of Apartments/ Flats / Villas/ Row House / Shopping Complex/ Offices/ Shops/ Commercial Premises constructed by the said Firm. To sign Deed of Acknowledgements and Declarations in respect of and in relation to any transactions and for and on our behalf to appear before the Sub Registrar of any place in Goa and within the State of Goa to present for registration of the abovesaid property documents wherein M/S DEVASHRI NIRMAN LIMITED LIABILITY PARTNERSHIP) are the Party. To Execute and to admit the execution thereof and to do any act or acts, incidental to that effect that may be necessary for the registration of the said documents including to sign and deliver a proper receipt for the same. To sign and execute application, letters, rejoinders, returns and or any other communication or letter or documents for us and on our behalf and in our name and in the name of the Firm in relation to and in respect of matters connected with the construction, execution and completion of the development, execution and completion of the development, execution and completion of the development work in the SAID PROPERTIES of the Firm

PND / NVD
WY



: Page 10 :

- 5) To act as a Chief Promoter/ Committee Member for formation of Co-operative Housing Society / Association of flat Owners/ Association of Office/ Shop Owners/ Maintenance Society / General Society etc and to execute all documents, papers, forms etc pertaining to the said Society/ Association and formation affairs.
- 6) To sign and execute all applications, forms, affidavits, Agreements, Deeds, Rectifications, Modifications, No Objection Certificate, Undertaking, letters and all related documents pertaining to the SAID PROPERTIES with respect to the Real Estate Regulation & Development Act (RERA) in the State of Goa.
- 7) To represent the firm before the Regulator appointed by the Government of Goa or any Government Authority / Officer / Body in respect of Real Estate Regulation & Development Act (RERA).
- 8) AND TO DO ALL ACTS WHATEVER AND WHENEVER THE ATTORNEY shall lawfully do or cause to be done by virtue of these presents, for us and our behalf and our behalf in the name of the said Firm M/s Devashri Nirman Limited Liability Partnership do hereby agree and undertake to ratify and confirm.


 NVD


: Page 11:

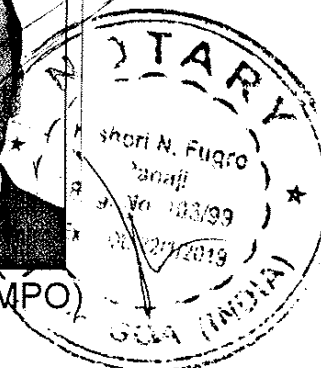
IN WITNESS WHEREOF we have signed this Power of Attorney at Panaji Goa on this 10TH day of the NOVEMBER of the Year Two Thousand Seventeen

M/S DEVASHRI NIRMAN LIMITED
LIABILITY PARTNERSHIP



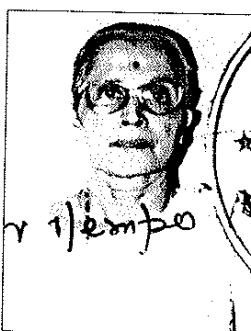
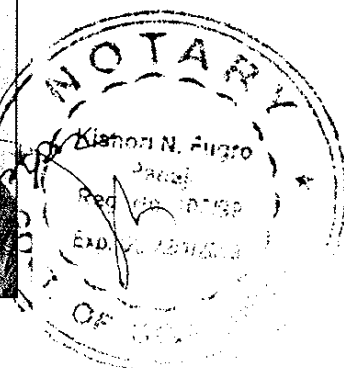
(SHRINIVAS V. DEMPO)

PARTNER



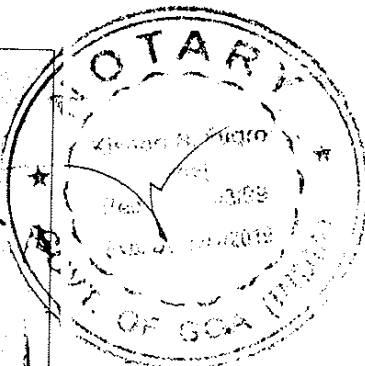
(PALLAVI S. DEMPO)

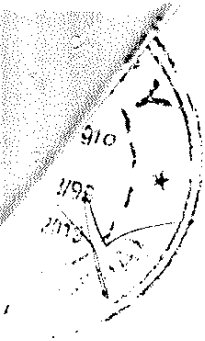
PARTNER



(NEELA V. DEMPO)

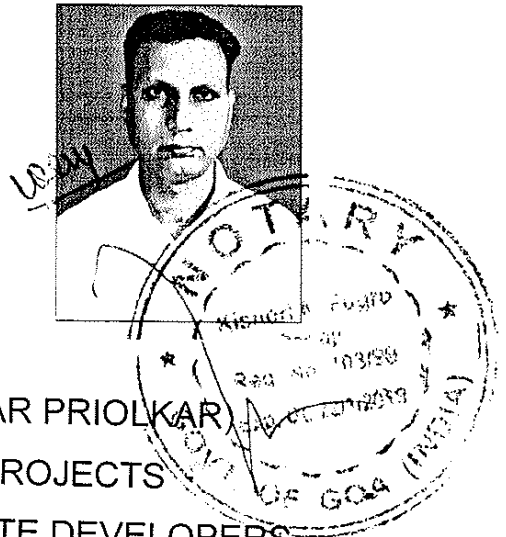
PARTNER





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I accept :



Why

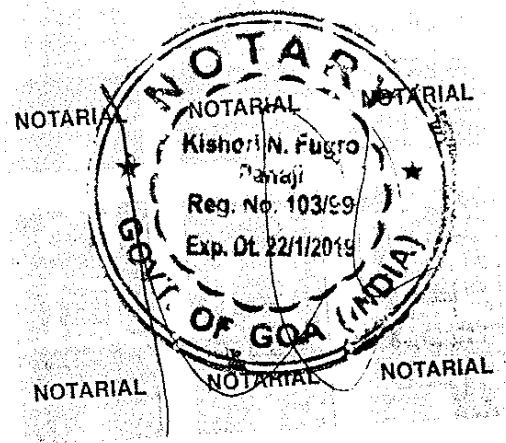
(DATTAPRASAD PRABHAKAR PRIOLKAR)
DY. GENERAL MANAGER (PROJECTS)
M/S DEVASHRI REAL ESTATE DEVELOPERS
(A DIVISION OF DEVASHRI NIRMAN LIMITED
LIABILITY PARTNERHIP)

Identified by me

In presence of Witnesses

- 1.. Nandana.. H.. K.. *ACE*
- 2.. Archana.. Prashu.. *ACE*

NVD
dy



Reg. No. 1854
Dated 19-12-2017

WITNESSED BEFORE ME
WHICH I ATTEST
[Signature]
Kishori N. Fugro
NOTARY
PANAJI
STATE OF GOA (INDIA)

Ajit R. Kantak
B.Sc.(Hons)LL.M.
ADVOCATE HIGH COURT

OFF: 1ST FLOOR, VIKAS BUILDING,
NEAR PHARMACY COLLEGE
PANAJI - GOA.
PHONE : OFFICE : 2223243
RES : 2463765

CERTIFICATE OF TITLE

I. DESCRIPTION OF FIRST PROPERTY:

All that property known as "FOTQUIREACHEM GALLUM" also known as "FOTQUIREM" or "FOTKIREM" earlier stated to be in Serula Village this property being described in the Land Registration Office of Bardez under No.148 at Pages 149 of Book No.B-1 (new) and inscribed under No .67 at page 42 of Book G-1 , not founded enrolled in the Taluka Revenue Office but recorded in the Record of Rights under Survey No. 361/1 of Village Socorro , Bardez Taluka , admeasuring an area of 61,875 square metres situated at Ambrina , Village of Socorro , Bardez , Goa the same being bounded on or towards the :

EAST : By Property bearing Survey No. 357/1 to 6 of Village Socorro and partly by Survey No. 358/5

WEST : By Property bearing Survey No. 360/1 of Village Socorro and by a Public road

NORTH: By Property bearing Survey No. 359/1 of Village Socorro and

SOUTH: By Property bearing Survey No. 362/1 of Village Socorro and by a public road .

II. DESCRIPTION OF SECOND PROPERTY

All that property adjoining the first property, known as "CUNGO" situated at Ambrina, Village of Socorro, Bardez Goa admeasuring an area of 8,875 square metres bearing Survey No. 358/5 part of Socorro.

Ajit R. Kantak

The **FIRST PROPERTY** along with the **SECOND PROPERTY** are referred to as the **WHOLE PROPERTY**.

III. DESCRIPTION OF DOCUMENTS SCRUTINIZED

I have examined the following documents which are valid as per the prevailing laws:

1. Certificate of Inscription and Description from the Office of Land Registration.
2. Form I and XIV concerning Survey No. 361/1 of Village Socorro Bardez , Goa .
3. Deed of Sale, Discharge of price and undertaking dated 23-09-1882
4. Extract of Inventory Proceedings initiated on death of Hipolito in the Court of Civil Judge Bardez along with the copy of the translation.
5. Will dated 08-11-1989 drawn at pages 59 of Book 156 in the Office of Notary Public Ex - Officio Mapusa
6. Deed of Succession dated 09-08-1990 drawn at Pages 53 to 55 of Book 747 in the Office of Notary Public Ex-Officio Mapusa
7. Deed of Declaration dated 27-06-1994 registered under No.620 of Book I Volume No. 289 in the Office of Sub Registrar of Bardez at Mapusa .
8. Deed of Declaration dated 06-02-2013 registered under No. PNJ-BK1-00393-2013, CD Number PNJ D20 on 07-02-2013 in the Office of Sub Registrar of Ilhas at Panaji .
9. Extract of Inventory Proceedings No.145/95 in the Court of Civil Judge Senior Division of Bardez
10. Order dated 14-02-2000 in Revision Petition No. 39/99/A in the Court of Civil Judge Senior Division at Mapusa .

Signature

11. Agreement dated 24-09-2014 executed with M/s Devashri Real Estate Developers registered under No. BRZ-BK1-04287-2014, CD No. BRZ D734 on 26-09-2014 in the Office of Sub Registrar of Bardez at Mapusa.
12. Technical Clearance under No.TPS/796/TCP/14/3082 date 29-09-2014 issued by the Town Planner , Office of Town and Country Planning Department Mapusa
13. Sanad under No. RB/CNV/BAR/AC/-II/55/2014 dated 06-11-2014 issued by the Office of Collector , Panaji along with the annexed plan .
14. Sanad under No. RB/CNV/BAR/COL/-47/2014 dated 07-11-2014 issued by the Office of Collector Panaji along with the annexed plan.
15. Technical Clearance under No.TPB/797/TCP/14/3582 dated 10-11-2014 issued by the Town Planner , Office of Town and Country Planning Department Mapusa
16. Technical Clearance under No.TPB/797/TCP/15/856 dated 05-03-2015 issued by the Town Planner , Office of Town and Country Planning Department Mapusa
17. Construction Licence under No. VP/SOC/323/2015-2016 dated 19-05-2015 issued by the Office of the Village Panchayat Socorro
18. Construction License under No. VP/SOC/324/2015-2016 dated 18-05-2015 issued by the Office of the Village Panchayat of Socorro
19. Construction License under No. VP/SOC/325/2015-2016 dated 18-05-2015 issued by the Office of the Village Panchayat of Socorro .
20. Survey Plans



IV) OFFICE SEARCHES:

I have given required searches in the Offices of the Land Registration/ Sub Registrar Bardez/ Land Revenue Office

V) FLOW OF TITLE

The whole property originally belonged to Late Antonio Jose Lobo and his wife Etelvina Amelia Pinto .

Vide Deed of Sale , discharge of the price and undertaking dated 23-09-1882 Antonio Jose Lobo and his wife Etelvina Amelia Pinto sold the whole property to Mr. Hipolito Caetano Pinto.

Mr. Hipolito Caetano Pinto expired on 08/12/1897 and upon his death Inventory Proceedings were instituted in the Civil Court of the Judicial Division Mapusa . In the said Inventory Proceedings the heirs on record , were his wife Mrs. Maria Julia Francisca Vaz and 2 daughters namely Maria Estela Pinto and Maria Francisca Pulqueria Pinto . Vide Order dated 31-12-1968 made in the said Inventory Proceedings , the whole property was allotted to his daughter Maria Estela Pinto .

Ms. Maria Estela Pinto alias Maria Estella Dos Dolores Pinto alias Estela de Pinto de Andrade was married to Minguel Jose Pinto de Andrade . Minguel Jose Pinto de Andrade died on 20/02/1955 and Maria Estela Pinto alias Maria Estella Dos



Dores Pinto alias Estella de Pinto de Andrade died on 06/07/1970 , both were married without any ante-nuptial Agreement and therefore governed under the regime of Communion of Assets . Both died without any will or gift or any other testamentary disposition of their last wishes leaving behind their sole and universal heir their only son Mr. Luis Jose Pinto de Andrade married to Lucille Pinto de Andrade . Vide Deed of Succession or Qualification of heirs executed on 09/08/1990 in the Office of the Notary Ex-Officio Bardez at Mapusa drawn in the Notary Book No. 747 at Pages 53 to 55 dated 09/08/1990 Mr. Luis Jose Pinto de Andrade and Lucille Pinto de Andrade were declared as the only successors of the deceased Ms. Maria Estela Pinto alias Maria Estella Dos Dores Pinto alias Estela de Pinto de Andrade and her husband Mr. Minguel Jose Pinto de Andrade.

Mr. Luis Jose Pinto de Andrade had executed a Will dated 08/11/1989 drawn at Pages 59 of Book 156 in the Office of the Civil Registrar cum Sub-Registrar and Notary Ex-Officio in the Judicial Division of Bardez at Mapusa. However the aforesaid whole property does not stand allotted vide the said Will .

Mr. Luis Jose Pinto de Andrade expired on 21/01/1991 and upon his death a Deed of Declaration was executed on 27/06/1994 in the Office of the Sub-Registrar and Notary Ex-Officio of Bardez at Mapusa registered under No. 620 of Book I

Agenda

Vol. No. 289 dated 18/04/1995 wherein the universal heirs declared along with their share entitlement are as under:

- 1) Mrs. Lucille Pinto de Andrade entitled to half undivided right in the Whole property.
- 2) Mrs. Jamila Maria Colaco and her husband Mr. Manuel Francisco Colaco entitled to 1/8th undivided right in the Whole property.
- 3) Rosalie Srivastava and her husband Alok Srivastava entitled to 1/8th undivided right in the Whole property.
- 4) Mr. Michael Pinto de Andrade and his wife Cynthia Pinto de Andrade entitled to 1/8th undivided right in the Whole property.
- 5) Mr. Carl Pinto de Andrade entitled to 1/8th undivided right in the Whole property.

Upon the death of Mr. Luis Pinto de Andrade, Inventory Proceedings were also instituted in the Court of Civil Judge , Senior Division at Mapusa bearing No. 140/95/A and vide Order dated 09/02/1999 the first property admeasuring 61,875



sq.mtrs along with second property known as "CUNGO" admeasuring 8875 square metres i.e. in all 70,750 square metres were then allotted to the heirs of Late Luis Pinto de Andrade.

A Revision Petition was filed before the Civil Judge Senior Division at Mapusa challenging this order dated 09/02/1999, being CMA No. 39/99/A and an order dated 14/02/2000 was then made by the Civil Judge Senior Division at Mapusa. During the pendency of this Revision Petition, Mr. Jamila Maria Colaco expired at Houston, Texas on 14/03/1999.

As against this Order dated 14/02/2000 made by the Civil Judge, Senior Division at Mapusa an appeal from Order No. 20/2000 was filed by Mr. Manuel Francisco Colaco before the High Court of Bombay at Goa and this Appeal from Order No. 20/2000 was then disposed off by the High Court of Bombay, vide Judgement dated 06/09/2011 as per the Consent Terms filed by the parties.

That as per the Consent Terms filed and approved by the High Court of Bombay at Goa vide its Judgement dated 06/09/2011, the allotment of the Whole property stands agreed upon to be allotted as under :

By joint.

- 1) Mrs. Lucille Pinto de Andrade entitled to 4/6th share equivalent to an area of 47,167 square metres
- 2) Mrs. Rosalie Srivastava a plot of an area of 2,000 square metres
- 3) Mr. Michael Pinto de Andrade a Plot of an area of 1,000 square metres .
- 4) Mr. Carl Pinto de Andrade a Plot of 1,000 square metres .
- 5) ½ (half) of the balance of Whole property to Mr. Michael Pinto de Andrade equivalent to 9,791.50 square metres .
- 6) ½ (half) of the balance of Whole property to Mr. Carl Pinto de Andrade equivalent to 9,791.50 square metres .

That the Judgement dated 06.09.2011 made in Appeal from Order No. 20 of 2000 along with the Consent Terms filed in the said Appeal from Order No. 20/2000 and along with the Description of the Properties and the Chart of Allotment in Inventory Proceedings No. 140/1995/A before the Civil Judge , Senior Division at Mapusa was registered in the Office of the Sub-Registrar of Bardez at Mapusa under No.

Signature

218 at Pages 235 to 329 in Book No. I Volume No. 2999 on 13/07/2012.

In view of the Consent Terms filed and accepted by the Hon'ble High Court in view of the Judgement dated 6.9.2011 made in Appeal from Order No. 20/2000, the title to the Whole Property stood conferred in favour of Mrs. Lucille Pinto de Andrade , Mrs. Rosalie Srivastava , Mr. Alok Srivastava , Mr. Michael Pinto de Andrade , Mrs. Cynthia Pinto de Andrade , Mr. Carl Joseph Pinto de Andrade .

Mr. Carl Pinto de Andrade was married to Veena Couto alias Veena Maria Couto alias Veena Pinto de Andrade and the parties filed for divorce by mutual consent under No. F-579 of 2009 before the Family Court , Mumbai at Bandra and vide Order dated 14/10/2008 , a Decree of dissolution of marriage under Section 10(A) of the Indian Divorce Act was made as per the Consent Terms filed by the Parties .

Vide Deed of Declaration dated 06/02/2013 registered in the Office of Sub-Registrar of Ilhas Panaji under No. PNJ-BK1-00393-2013, CD No. PNJD20 on 07/02/2013 Mr. Carl Pinto de Andrade and Veena Couto alias Veena Maria Couto alias Veena Pinto de Andrade declared that they do not have any claim against each other of whatsoever nature and that they unconditionally and irrevocably renounce and surrender any

Signature

rights in any and all immovable properties that were acquired during the subsistence of their marriage and further they declared that each of them shall be free to own, hold, enjoy or possess their own properties movable or immovable, self acquired or inherited or awarded as part of the said Consent terms from the date of the said Decree as their own and to deal with the same without interference from or reference to the other party.

In view of the same, no rights whatsoever vest in Veena Couto alias Veena Maria Couto alias Veena Pinto de Andrade the divorced wife of Mr. Carl Joseph Pinto de Andrade.

VI PROJECT CONSTRUCTION

Vide Agreement dated 24-09-2014 executed before the Sub-Registrar of Bardez under Book - I Document, Registration No. BRZ-BK1-04287-2014, CD No. BRZ D734 dated 26.09.2014, the said Mrs. Lucille Pinto de Andrade (represented by her attorney Mr. Michael Pinto de Andrade by virtue of Power of Attorney dated 24/07/2014, executed before the Notary Mr. D. S. Petkar at Mapusa under No. 17087/2014 dated 24.07.2014), Mrs. Rosalie Srivastava and her husband Mr. Alok Srivastava (represented by her Attorney Mr. Michael Pinto de Andrade by virtue of Power of Attorney dated 26/09/2008 executed before the Notary Public, State of New Jersey, duly stamped by the

Dr. J. M. S.

Additional Collector of North Goa on 30/10/2008) Mr. Michael Pinto de Andrade , Mrs. Cynthia Pinto de Andrade (represented by her attorney Mr. Micheal Pinto de Andrade by virtue of Power of Attorney dated 02/08/2014 executed before the Notary Smt. Shilpa Salgaokar at Mapusa under No. 2445/2014 dated 02/08/2014), Mr. Carl Pinto de Andrade (represented by his attorney Mr. Michael Pinto de Andrade by virtue of Power of Attorney dated 24/07/2014 executed before the Notary D. S. Petkar at Mapusa under No. 17088/2014 dated 24/07/2014) as Vendors/Owners agreed to sell and permitted development of the SAID PROPERTY admeasuring 54,717 square metres by M/s Devashri Real Estate Developers (A Division of Devashri Nirman Limited Liability Partnership) as the PURCHASERS/DEVELOPERS.

Form I & XIV dated 01.10.2014 in respect of Survey No. 361/1 of Socorro Village shows the name of Lucille Pinto de Andrade and others in the Occupant Column.

The Office of the Collector North Goa District issued Conversion Sanad under No. RB/CNV/BAR/AC-II/55/2014 dated 06.11.2014 and the Office of the Collector North Goa District issued Conversion Sanad under No. RB/CNV/BAR/COLL/47/2014 dated 7.11.2014.



The Office of the Senior Town Planner, Mapusa Goa issued Technical Clearance Order under No.TPB/797/TCP-14/3582 dated 10.11.2014 and Technical Clearance Order No. TPB/797/TCP-15/856 dated 05.03.2015 for carrying out construction of residential complex comprising of building blocks , club house , swimming pool and compound wall.

The Goa State Environment Impact Assessment Authority, Panaji issued the Environmental Clearance to the said Project vide their letter dated 20.01.2015 under No. 3-181-2010/STE-DIR/81

The Office of the Village Panchayat of Socorro , Bardez Goa issued Construction License under No. VP/SOC/323/2015-2016 and under No. VP/SOC/324/2015-2016 and under No. VP/SOC/325/2015-2016 all dated 18.05.2015 for the construction of Residential Building .

M/s Devashri Real Estate Developers (A Division of Devashri Nirman LLP) has floated a residential project titled "**DEVASHRI GREENS**" in the Plot A admeasuring 39,882 square metres and a residential Project "**DEVASHRI PINTO VILLE**" in the Plot B admeasuring 14,835 square metres i.e. in all 54,717 square metres , forming a portion of the property bearing Survey No. 361/1 of Socorro Village Bardez Goa and for that purpose has obtained the requisite Permissions from the competent Authorities .

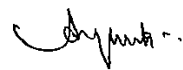
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VII) OPINION

Based upon the documents produced and scrutinized and the searches conducted , in my opinion , M/s Devashri Real Estate Developers (A Division of Devashri Nirman LLP hold development rights to the SAID PROPERTY admeasuring an area of 54,717 square metres in terms of the Agreement dated 24.09.2014 registered in the Office of the Sub-Registrar of Bardez under Book I Registration No. BRZ-BK1-04287-2014 , CD No. BRZ D734 dated 26.09.2014 , belonging to Mrs. Lucille Pinto de Andrade, Mrs. Rosalie Srivastava and her husband Mr. Alok Srivastava, Mr. Michael Pinto de Andrade, Mrs. Cynthia Pinto de Andrade and Mr. Carl Pinto de Andrade .

The Prospective Purchasers will be able to mortgage the tenements that may be allotted by depositing the executed Agreement for Sale between Prospective Purchaser and M/s Devashri Real Estate Developers (A Division of Devashri Nirman LLP) and the owners with NOC to mortgage from M/s Devashri Real Estate Developers (A Division of Devashri Nirman LLP) and after the entire Project is complete and Occupancy Certificate obtained , the Conveyance Deed to be executed with the individual purchasers or in favour of the Society that may be formed .

Yours faithfully ,



Ajit R. Kantak

Advocate



OFFICE OF THE DISTRICT COLLECTOR, NORTH GOA
Revenue Branch, Collectorate Bldg., Panaji - Goa - 403001.
Phone Nos: 2225383, 2225083, 2225383 (EPBX)
Fax No:- 2427690/2225083/2225383 (Ext. No.210 & 212)
Email:- dycrev-north.goa@nic.in

No. RB/CNV/BAR/COLL/47/2014

Date: 7/11/2014

Read: Application dated 14/07/2014 of Mr. Michael Pinto De Andrade & others r/o. H.No.871/3, Fotquirem, Alto, Porvorim, Bardez, Goa.

**SANAD
SCHEDULE-II**

(See Rule 7 of the Goa, Daman and Diu Land Revenue (Conversion of use of land and non-agricultural Assessment) Rules, 1969).

Whereas an application has been made to the Collector of North Goa (hereinafter referred to as "the Collector" which expression shall include any officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under Section 32 of the Goa, Daman and Diu Land Revenue Code, 1968 (hereinafter referred to as "the said code" which expression shall, where the context so admits, include the rules and orders thereunder) by Mr. Michael Pinto De Andrade, Lucilla Pinto De Andrade, Carl Pinto De Andrade & Rosalie Shrivastava being the occupants of Survey No. 361/1 (Plot A) known as Fotquirem in the village of Socorro, Bardez Taluka (hereinafter referred to as "the applicant", which expression shall, where the context so admits, include his/her heirs, executors, administrators and assignees) for permission to use the plots of land (hereinafter referred to as the "said plot") described in the Appendix I hereto, forming a part of Survey No.361/1 (Plot A) admeasuring 39882.00 Square Metres, be the same a little more or less, for the purpose of Residential.

Now, this is to certify that the permission to use for the said plots is hereby granted, subject to the provisions of the said Code, and rules thereunder, and on the following conditions, namely:-

1. Levelling and clearing of the land - The applicants shall be bound to level and clear the land sufficiently to render suitable for the particular non-agricultural purpose for which the permission is granted, to prevent insanitary conditions.

2. Assessment - The applicants shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules thereunder with effect from the date of this Sanad.

3. Use - The applicants shall not use the said land and building erected thereon for any purpose other than Residential without the sanction of the Collector.

4. Liability for rates - The applicants shall pay all taxes, rates and cesses payable on the said land.

5. Penalty clause - (a) If the applicants contravene any of the foregoing conditions, the Collector may, without prejudice to any other penalty to which the applicants may be liable under the provisions of the said Code, continue the said plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

(b) Notwithstanding anything contained in sub-clause (a) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as specified in that behalf by the Collector, and on such removal or alteration not being carried out, recover the cost of carrying out the same from the applicant as arrears of land revenue.

6.a) If any information furnished by the applicant for obtaining the Sanad is found to be false at a later stage, the Sanad issued shall be liable to be withdrawn without prejudice to the legal action that may be taken against the applicant.

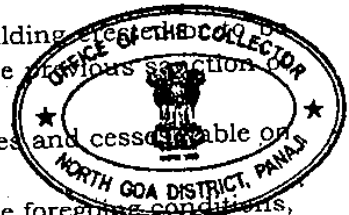
b) If any dispute arises with respect to the ownership of the land, the Sanad granted shall stand revoked and the construction/development carried out shall be at the cost and risk of the applicants.

c) The necessary road widening set-back is to be maintained before any development in the land

d) Traditional access passing through the plot, if any, shall be maintained.

e) No trees shall be cut except with prior permission of the competent authority.

Contd....2



7. Code provisions applicable -Save as herein provided the grant shall be subject to the provisions of the said Code and rules thereunder.

APPENDIX - I

APPENDIX - 1

Length and Breadth		Total Superficial Area	Forming (part of Survey No. or Hissa No.	BOUNDARIES				Remarks
North to South	East to West							
1	2	3	4	5				6
				North	South	East	West	
249.80 Mts	128.95 Mts	39882 sq.mts	Survey No. 361/1(Part) Plot 'A'	Survey No. 361/1	Survey No. 362/1-B	Survey No. 361Sub Div No. 1, Survey No. 357 Sub Div No. 5 & 6	S.No.359/1 & Survey No. 362/1-B	NIL

Village : Socorro

Taluka : Bardez

Village : Socorro
Taluka : Bardez

Remarks:-

1. The applicant has paid*conversion fees of Rs.53,84,070/- and conversion fine of Rupees 54,810/- both amounting to Rupees 54,38,880/--(Rupees Fifty Four Lakhs Thirty Eight Thousand Eight Hundred Eighty Only) vide e- Challan No. 201400158149 & Ref. No. 86/14-15 dated 31/10/2014.
2. The Conversion has been approved by the Dy.Town Planner, Town and Country Planning Department, Mapusa vide his reports No. TPB/978/TCP-14/3024 dated 25/09/2014
3. The Asst. Conservator of Forests, North Goa Division, Ponda has given NOC for conversion vide reports No. 5/CNV/BAR/DCFN/TECH/2014-15/704 dated 30/09/2014.
4. The development/construction in the plot shall be governed as per laws/rules in force.

In witness whereof the **COLLECTOR OF NORTH GOA** District, has hereunto set her hand and the seal of this Office on behalf of the Governor of Goa and **Mr. Michael Pinto De Andrade** applicant & POA holder for **Lucilla Pinto De Andrade, Carl Pinto De Andrade & Rosalie Shrivastava**, also hereunto sets her/his hands this 7th day of November, 2014.

M. P. de Andrade
(Michael Pinto De Andrade)
Applicant & POA holder

Nil Mohanan
(NILA MOHANAN IAS)
COLLECTOR NORTH

Signature & Designature of Witnesses

1. Dege Chief Executive (Operations) Kivan S. Hegde.

2. Man (Sr. manager). Rajesh. N. Savant

Complete address of Witness

1. 129/57, Alhobella V'sha, sangolda, Bardez

2. B-201, Gopika Vihar, Taleigao, Tiswadi - GOA

We declare that **Mr. Michael Pinto De Andrade**, who has signed this Sanad is, to our personal knowledge, the person he/she represents to be, and that he/she has affixed his/her signature hereunto in our presence.

1. Dege

2. Man

To,

1. The Town Planner, Town and Country Planning Department Mapusa.
2. The Mamlatdar of Bardez Taluka.
3. The Inspector of Survey and Land Records, Mapusa - Goa.
4. The Sarpanch, Village Panchayat, Socorro, Bardez-Goa.

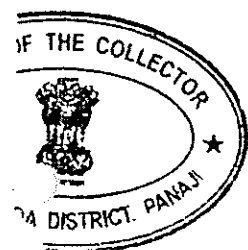
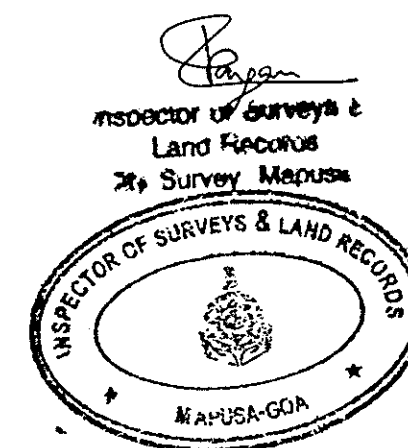
REVISED PLAN

OF THE PART LAND HOLDING SHOWING 'PLOT A' PORTION UNDER
SURVEY No. 361/1, SITUATED AT SOCORRO VILLAGE OF BARDEZ TALUKA
APPLIED BY MR. MICHAEL PINTO DE ANDRADE & OTHERS
CONVERSION OF USE OF LAND FROM AGRICULTURAL INTO NON AGRICULTURAL
PURPOSE, VIDE CASE NO. RB/CNV/BAR/COLL/47/2014 DATED 08-10-2014
FROM THE OFFICE OF THE DISTRICT COLLECTOR, NORTH GOA DISTRICT, PANAJI.

SCALE : 1:1000



AREA APPLIED FOR CONVERSION. 39882 Sq. Mts.



Newly constructed structure (G+1) admeasuring plinth area 203sq.mt

Newly constructed tar road

S.No.359

I-PART

SURVEY No. 361

S.No.357

5

6

S.No.362

PREPARED BY

Santosh Chodankar

SANTOSH CHODANKAR
Field Surveyor

VERIFIED BY:

Yogesh B. Mashelkar

YOGESH B. MASHELKAR
Head Surveyor

SURVEYED ON: 13/10/2014

FILE NO: 8/CNV/MAP/270/14

