

To
Isprava Luxury Realty Three LLP
First Floor, 42A,
Impression House,
G. D. Ambekar Marg,
Wadala, Mumbai – 400031.

REPORT ON TITLE

Re: All that plot admeasuring 3630 sq.mts, forming a part of the property known as "KAJARYACHI GHATI", admeasuring 25,587 sq.mts, bearing survey no.365/1, situated at Village Mandrem, within the limits of Village Panchayat of Mandrem, Taluka and Registration Sub-District of Pernem, District of North Goa, State of Goa; which property is enrolled in the Revenue Records of Taluka Pernem under Matriz no.1395 and 1396.

The Said Plot is bounded as under:

On the East : By part of the property bearing survey no.365/1(part);

On the West : By part of the property bearing survey no.365/18;

On the North : By property bearing survey no.366;

On the South : By existing 6.00 mts road.

(hereinafter for the sake of brevity be referred to as **"the Said Plot C"**)

1. Documents perused:

- i. Copy of the Matriz Certificate bearing no.1395 and 1396.(in Portuguese alongwith its translation)
- ii. Copy of the Certificate issued by Antonio Agostinho Piedade Milagres Saldanha, Civil Registrar-cum-Sub-Registrar, which is recorded in the Conservatory (Preserva) of the Books of Bardez Taluka alongwith Certificate of Description bearing no.1920 drawn at folio no.99v of Book No.B-2(new) in the Land Registration Office of the Judicial Division of Bardez and Certificate of Inscription bearing no.29026 drawn at folio no.197 of Book

- No.G-34 in the Land Registration Office of the Judicial Division of Bardez.
(in Portuguese alongwith its translation)
- iii. Copy of the Certificate of Inscription bearing no.41833 drawn at folio no.25 of Book No.G-45 in the Land Registration Office of the Judicial Division of Bardez. (in Portuguese alongwith its translation)
 - iv. Copy of the Deed of Sale and Purchase, Deposit and Principal dated 26th January 1924. (in Portuguese alongwith its translation)
 - v. Copy of the Deed of Sale and Discharge dated 29th December 1939 executed before Guilherme Diogo Jose Conceicao Das Dores Lobo, Notary of the Judicial Division of Bardez
 - vi. Copy of the Deed of Qualification of Heirs, Sale, Discharge and Lease dated 16th July 1945 drawn at folio no.58 reverse to 61 reverse of Book no.450 before Notary Guilherme Lobo. (in Portuguese alongwith its translation)
 - vii. Copy of the Certificate of Inscription bearing no.41834 drawn at folio no.25 reverse of Book No.G-45 in the Land Registration Office of the Judicial Division of Bardez. (in Portuguese alongwith its translation)
 - viii. Copy of the Extract of the Government Gazette dated 23rd July 1981.
 - ix. Copy of the Deed of Renunciation dated 12th September 1980 drawn up at pages 17 to 18v of Book no.716, before the office of the Notary Ex-Officio-Bardez
 - x. Copy of the Deed of Succession dated 18th July 1981 drawn in the Book of Deeds bearing no.717 at pages 84 to 87 in the office of the Notary Ex-officio, Bardez.
 - xi. Copy of the Index of Lands with respect to survey no.365/1 of Village Mandrem issued by the Talathi of Mandrem.
 - xii. Copy of the Form 9 with respect to mutation entry no.989 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem.
 - xiii. Copy of the Form 9 with respect to mutation entry no. 640 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem.
 - xiv. Copy of the Form 9 with respect to mutation entry no. 273 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem.
 - xv. Copy of the Form 9 with respect to mutation entry no. 491 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem.

- xvi. Copy of the Form 9 with respect to mutation entry no. 686 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem.
- xvii. Copy of the Form 9 with respect to mutation entry no.33 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem.
- xviii. Copy of the Form 9 with respect to mutation entry no.35 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem.
- xix. Copy of the Manual Form I and XIV with respect to survey no.365/1 of Village Mandrem issued by the Talathi of Mandrem.
- xx. Copy of the Deed of Sale dated 20th June 2006 registered with the office of the Sub-Registrar of Bardez under no. 244 of Volume No.197 dated 27th June 2006.
- xxi. Copy of the Records and proceedings of Inventory Proceedings bearing no.36/2007 filed in the Court of the Civil Judge Junior Division at Pernem.
- xxii. Copy of the Records and proceedings of Inventory Proceedings bearing no.37/2007 filed in the Court of the Civil Judge Junior Division at Pernem.
- xxiii. Copy of the Deed of Succession dated 16th January 2009 drawn before the office of the Notary Ex-officio of the Judicial Division of Salcete,
- xxiv. Copy of the Records and proceedings of mutation case no.8868 filed before the Mamlatdar of Pernem
- xxv. Copy of the Sanad dated 22nd December 2006 issued by the office of the Collector, North Goa District.
- xxvi. Copy of the Sanad bearing reference no. RB/CNV/PER/4/2007 dated 24th September 2007 issued by the office of the Collector, North Goa District
- xxvii. Copy of the Nil Encumbrance Certificate dated 21st April 2009 issued by the office of the Sub Registrar of Pernem.
- xxviii. Copy of the Occupancy Certificates dated 28th December 2010 issued by the office of the Village Panchayat of Mandrem with respect to Villa No.01 to 09.
- xxix. Copy of the Sanad dated 14th July 2011 issued by the office of the Collector, North Goa District.
- xxx. Copy of the Records and proceedings of Inventory Proceedings bearing no.90/2016 filed in the Court of the Civil Judge Junior Division at Pernem.

- xxxi. Copy of the No Objection Certificate bearing reference no.49(6)/TCP/PER/51/2021/731 dated 14th July 2021 issued by the office of the Town and Country Planning Department.
- xxxii. Copy of the Nil Encumbrance Certificate dated 11th August 2021 issued by the office of the Sub Registrar of Pernem.
- xxxiii. Copy of the Letter dated 23rd August 2021 issued by the office of the Directorate of Settlement and Land Records.
- xxxiv. Copy of the Public Notice dated 12th September 2021 in the Navhind Times (in English), Herald (in English) and Gomantak (in Marathi).
- xxxv. Copy of the Letter dated 26th September 2021 issued by Advocate Shanker P. Chodankar, addressed on behalf of his client Mr. Ajay Kheterpal.
- xxxvi. Copy of the Letter dated 28th September 2021 addressed by Advocate Rajeev Kawatra.
- xxxvii. Copy of the Deed of Cancellation dated 02nd November 2021 executed by and between M/s Amrapali Realtors as the "Vendors" and Mr. Ajay Kheterpal as the "Purchaser".
- xxxviii. Copy of the No Objection Certificate bearing reference no.49(6)/TCP/PER/180/2021/1329 dated 03rd November 2021 issued by the office of the Town and Country Planning Department.
- xxxix. Copy of the Deed of Sale dated 12th November 2021 was duly registered with the office of the Sub-registrar of Pernem under no. PNM-1-436-2021 on 17th November 2021.

2. Flow of Title:

On perusal of the photocopy, scanned copy or electronic copy, as the case may be, of documents mentioned in paragraph 1 above and responses given to our requisitions, we observe as follows:

- (i) Upon perusal of the Certificate issued by Antonio Agostinho Piedade Milagres Saldanha, Civil Registrar-cum-Sub-Registrar, which is recorded in the Conservatory (Preserva) of the Books of Bardez Taluka, it is observed that in the Certificate of Description bearing no.1920 drawn at folio no.99v

of Book No.B-2(new) in the Land Registration Office of the Judicial Division of Bardez, the plot known as "Boroddo Cazriacho-Goll" also known as "Cazreachi Ganti" or "Bol" is situated in the Village of Mandrem, Parish of Arambol. The said property is bounded on the east by the property belonging to Atmarama Zoixy and others, on the west with the creditor Bascora Locximonn Dessai and others, on the south by the property belonging to Balcustam Porobo Dessai and other and on the north by the property belonging to Rogunata Givagy and others. It is recorded therein that the said property corresponds to $1/3^{\text{rd}}$ of the property enrolled in the Revenue Records of Taluka Pernem registered under Matriz No. 1395. The aforementioned property shall hereinafter be referred to as the **"Said Entire Property"**)

It is further recorded therein that $1/8^{\text{th}}$ part of the property described under no.1920 drawn at folio no.99v of Book No.B-2(new) in the Land Registration Office of the Judicial Division of Bardez was inscribed in favour of Balcrisna Vishnu Zoica. The said property was purchased by the said Balcrisna Vishnu Zoica from one Esvonta Manggi Dessai, vide Deed dated 29th December 1939 drawn at folios 41reverse of Book no.385 before Notary Licenciante Guilherme Lobo. The same is recorded in the Certificate of Inscription bearing no.29026 drawn at folio no.197 of Book No.G-34 in the Land Registration Office of the Judicial Division of Bardez.

- (ii) Upon perusal of the Certificate of Inscription bearing no.41833 drawn at folio no.25 of Book No.G-45 in the Land Registration Office of the Judicial Division of Bardez, it is observed that on 15th March 1923, $1/8^{\text{th}}$ part of the property described under no.1920 drawn at folio no.99v of Book No.B-2(new) in the Land Registration Office of the Judicial Division of Bardez was inscribed in favour of Pondori Sinai Lotlecar alias Pondorinata Sinai Lotlecar married to Sushilabai Sinai Lotlecar. The said portion was allotted to him in the orphanological inventory initiated upon the demise of his grandmother Umabai.

In the absence of any title document, we are unable to ascertain, how the said Umabai came to be the owner of 1/8th part of the property described under no.1920 hereinabove. Further, we have not been furnished with the copy of the said Inventory Proceedings.

- (iii) Vide Deed of Sale and Purchase, Deposit and Principal dated 26th January 1924, executed by Manguexa Vitola Dessai and his wife Aileabai as the "First Grantor" and Vinay Naraena Dessay as the "Second Grantor", the First Grantor sold to the Second Grantor, 1/4th part of the property described under no.1920 drawn at folio no.99v of Book No.B-2(new) in the Land Registration Office of the Judicial Division of Bardez.

In the absence of any title document, we are unable to ascertain, how the said Manguexa Vitola Dessai and his wife Aileabai came to be the owner of the 1/4th part of the property described under no.1920 hereinabove.

- (iv) Vide Deed of Sale and Discharge dated 29th December 1939 executed before Guilherme Diogo Jose Conceicao Das Dores Lobo, Notary of the Judicial Division of Bardez, by Esvonta Manggi Dessai as the First Party and Balcrisna Visnum Zoixi as the Second Party, the First Party sold to the Second Party, 1/8th part of the property described under no.1920 drawn at folio no.99v of Book No.B-2(new) in the Land Registration Office of the Judicial Division of Bardez.

In the absence of any title document, we are unable to ascertain, how the said Esvonta Manggi Dessai came to be the owner of the 1/8th part of the property described under no.1920 hereinabove.

- (v) In the Certificate of Inscription bearing no.29026 drawn at folio no.197 of Book No.G-34 in the Land Registration Office of the Judicial Division of Bardez, the 1/8th part of the property described under no.1920 drawn at folio no.99v of Book No.B-2(new) in the Land Registration Office of the Judicial Division of Bardez was inscribed in favour of Balcrisna Vishnu

Zoica, having purchased the same from Esvonta Manggi Dessai vide the aforementioned Deed of Sale and Discharge dated 29th December 1939.

(vi) In the Deed of Qualification of Heirs, Sale, Discharge and Lease dated 16th July 1945 drawn at folio no.58 reverse to 61 reverse of Book no.450 before Notary Guilherme Lobo, it is recorded that one Votsol or Otsala or Votsola alias Otshu Sinai Lotlecar expired in the year 1936, in the status of unmarried, without any will or any other disposition of his last wish and without descendants, leaving behind as his sole and universal heir his brother Pondorinata Sinai Lotlecar alias Pondori Sinai Lotlecar. It is further recorded therein that the said Pondorinata was the owner in possession of all the properties which belong to said Vatsala and the properties which were inherited by the said Vatsala from her mother Jaiabai Loximona Dessai.

(vii) Upon perusal of the Certificate of Inscription bearing no.41834 drawn at folio no.25 reverse of Book No.G-45 in the Land Registration Office of the Judicial Division of Bardez, it is observed that on 31st December 1964, 1/16th part of the property described under no.1920 drawn at folio no.99v of Book No.B-2(new) in the Land Registration Office of the Judicial Division of Bardez was inscribed in favour of Pondori Sinai Lotlecar alias Pondorinata Sinai Lotlecar married to Sushilabai Sinai Lotlecar. The said portion was allotted to him, as he was the sole heir of the aforesaid Vatsala or Otsala or Otshu Sinai Lotlecar.

In the absence of any title document, we are unable to ascertain, how the said Vatsala or Otsala or Otshu Sinai Lotlecar came to be the owner of 1/16th part of the property described under no.1920 hereinabove.

(viii) Upon perusal of the Certificate of Matriz bearing no.1395, it is observed that names of Loximona Mangogy Dessae-2/4th share, Balcrisna Visnum Zoixy-1/4th share and Pondori Sinai Lotlecar alias Pondorinata Sinai Lotlecar-1/4th share are recorded as Owners of half of the property known as "Cazreachy Ganty". Further, upon perusal of the Certificate of

Matriz bearing no.1396, it is observed that name of Vencagi Narana Dessai, was recorded as the Owner of 1/4th part in the half of the property known as "Cazreachy Ganty". It is observed that the property known as "Cazreachy Ganty" was enrolled under the aforementioned Matriz nos.1395 and 1396 and as a whole were bounded on the East by Goile Porto, on the West by Tilancho Sorvo and on the South by Arady Madeu Naique and on the North by Loconcho sorvo.

In the absence of any title document, we are unable to ascertain, how the said Locximona Mangogy Dessae came to be the owner of 2/4th part of the property described under no.1920 hereinabove.

- (ix) As per the aforementioned documents furnished to us, the following have right, title and interest in the Said Entire Property:
- a. Locximona Mangogy Dessae;
 - b. Balcrisna Visnum Zoixy;
 - c. Pondori Sinai Lotlecar alias Pondorinata Sinai Lotlecar;
 - d. Vencagi Narana Dessai.
- (x) In the year 1971, the property came to be surveyed in the survey records under no.356/1 of Village Mandrem.
- (xi) In the Index of Lands with respect to survey no.365/1 of Village Mandrem issued by the Talathi of Mandrem, the following names are recorded in the Occupants column:
- a. Vishnu Balkrishna Joshi under mutation entry no.989;
 - b. Balchandra Venkoji Dessai under mutation entry no.640;
 - c. Govind Venkoji Desai under mutation entry no.273;
 - d. Pondorinata Sinai Lotlikar under mutation entry no.491;
 - e. Shripad Laxman Desai under mutation entry no.35;
 - f. Manohar Atmaram Nadkarni under mutation entry no.686;
 - g. Shripad Atmaram Nadkarni under mutation entry no.33;
 - h. Jagannath Atmaram Nadkarni under mutation entry no.301.

- (xii) We have been furnished the Manual Form I and XIV with respect to survey no.365/1 of Village Mandrem. Upon perusal of the same, it is observed that the following names are recorded in the Occupants column:
- a. Vishnu Balkrishna Joshi under mutation entry no.989;
 - b. Balchandra Venkoji Dessai under mutation entry no.640;
 - c. Govind Venkoji Desai under mutation entry no.273;
 - d. Pondorinata Sinai Lotlikar under mutation entry no.491;
 - e. Shripad Laxman Desai under mutation entry no.35;
 - f. Manohar Atmaram Nadkarni under mutation entry no.686;
 - g. Shripad Atmaram Nadkarni under mutation entry no.33;
 - h. Jagannath Atmaram Nadkarni under mutation entry no.301.
- (xiii) Upon perusal of the Form 9 with respect to mutation entry no.989 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem, it is observed that on 28th August 1970, the name of the said Vishnu Balkrishna Joshi was recorded in the occupant column, as his father Balkrishna Vishnu Joshi alias Balkrishna Vishnu Zoixy had purchased the same from one Atmaram Joshi on 29th June 1913. We have not been furnished with the copy of the said Deed dated 29th June 1913.
- (xiv) Upon perusal of the Form 9 with respect to mutation entry no.640 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem, it is observed that on 22nd August 1970 the name of the said Balchandra Venkoji Dessai was recorded in the occupant's column, being the occupant since before survey, i.e. prior to 1971.
- (xv) Upon perusal of the Form 9 with respect to mutation entry no.273 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem, it is observed that on 27th July 1970 the name of the said Govind Venkoji Desai was recorded in the occupant's column, being the occupant since before survey, i.e. prior to 1971.

- (xvi) Upon perusal of the Form 9 with respect to mutation entry no.491 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem, it is observed that on 20th August 1970, the name of the said Pondorinata Sinai Lotlikar was recorded in the occupant's column, being the occupant since before survey, i.e. prior to 1971.
- (xvii) Upon perusal of the Form 9 with respect to mutation entry no.686 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem, it is observed that on 20th August 1970, the name of the said Manohar Atmaram Nadkarni was recorded in the occupant's column, being the occupant since before survey, i.e. prior to 1971.
- (xviii) Upon perusal of the Form 9 with respect to mutation entry no.33 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem, it is observed that on 13th August 1970, the name of the said Shripad Atmaram Nadkarni was recorded in the occupant's column, being the occupant since before survey, i.e. prior to 1971.
- (xix) Upon perusal of the Form 9 with respect to mutation entry no.35 with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem, it is observed that on 13th August 1970, the name of the said Shripad Laxman Desai was recorded in the occupant's column, being the occupant since before survey, i.e. prior to 1971.
- (xx) However, we have not perused through the Form 9 with respect to mutation entry no.301, with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem, as the same is not available.
- (xxi) The property known as "CAZREACHI GANTI" or "KAJARYACHI GHATI", admeasuring 25,587 sq.mts, bearing survey no.365/1, situated at Village Mandrem, within the limits of Village Panchayat of Mandrem, Taluka and Registration Sub-District of Pernem, District of North Goa, State of Goa; which property is enrolled in the Revenue Records of Taluka Pernem under

Matriz no.1395 and 1396, shall hereinafter be referred to as the “**Said Larger Property**”.

- (xxii) Vide Deed of Sale dated 20th June 2006 executed by 1.Laxmibai Vishnu Joshi, 2.Krishna Kamat, 3.Kalpna Kamat, 4.Shrikrishna Agni, 5.Pushpalata Agni, 6.Laximan Dabholkar, 7.Sumitra Dabholkar, 8.Kashi Bishnu Joshi, 9.Manjusha Joshi, 10.Chandrika Vishnu Joshi, 11.Sharmila Joshi, 12.Anand Kharade, 13.Asha Anand Kharade, 14.Pushpanjali Joshi, 15.Madhav Joshi, 16.Pundalik Joshi, 17.Atmaram Joshi, 18.Nalini Umakant Desai, 19.Nikhil Desai, 20.Vinita Desai, 21.Netraja Desai, 22.Bhikaji Mangji Desai, 23.Prashila Bhikaji Desai, 24.Lalita Desai, 25.Ramakrishna Mangji Desai, 26.Laximan Sripad Dessai, 27.Umabai Laximan Desai, 28. Sharmila Balkrishna Desai, 29.Sripad Balkrishna Desai, 30.Suman Govind Desai, 31.Girish Desai, 32.Shubhangi Desai, 33.Pratap Desai, 34.Sudhir Desai, 35.Seema Desai, 36.Vrinda Balchandra Desai, 37.Makarand Balchandra Desai, 38.Smita Makarand Desai, 39.Nitin Balchandra Desai, 40. Neelima Desai, 41.Ashok Mahdev Desai, 42.Shripad Atmaram Nadkarni, 43.Bhanumati Shripad Nadkarni, 44.Jagannath Atmaram Nadkarni, 45.Vrinda Jagannath Nadkarni, 46. Manohar Atmaram Nadkarni, 47. Indumati Manohar Nadkarni, 48. Pondorinata Sinai Lotlikar, 49. Sharad Dhumatkar, 50. Mayadevi Damodar Cuncoliencar, 51.Damodar Voicunta Cuncoliencar, 52.Nilimadevi alias Laxmi Hanumant Sinai Mauzo, 53.Hanumant Sinai Mauzo, 54. Janardhan Gurudas Poi Anglo, 55.Tarulata alias Shaila Sharad Dhumatkar, 56. Devta Prasad alias Indira Janardhan Poi Anglo, 57.Subashchandra Sinai Lotlecar, 58.Jayanti Subashchandra Lotlecar, 59.Ajit Sinai Lotlecar, 60.Anjani alias Jaya Ajit Sinai Lotlecar, 61.Sarojini Devi alias Saroja Mahabaleshwar Kamat Dhakankar, 62.Vallabh Mahabaleshwar Kamat Dhakankar as the “Vendors” and M/s Amrapali Realtors, a partnership firm represented therein by its Partner Sanjeev Kumar as the “Purchaser”, the Vendors sold to the Purchaser, the property bearing survey no.336/4 and survey no.365/1 i.e. the **Said Larger Property**, for consideration and on the terms and conditions recorded therein. The said Deed was registered with the office of the Sub-Registrar

of Pernem under no.244 of Book No.I, Volume no.197 dated 27th June 2006.

The Vendor nos.1 to 14 were represented therein through their Constituted Attorney Mr. Madhav Vishnu Joshi, duly constituted vide Power of Attorney dated 29th October 1994 and 16th July 1998. The Vendor nos.18 to 24 were represented therein through their Constituted Attorney Mr. Ramkrishna Mangji Desai, duly constituted vide Power of Attorney dated 16th June 1999 and 30th July 2005. The Vendor nos.30 to 40 were represented therein through their Constituted Attorney Mr. Ashok Kumar alias Ashok Mahadev Desai, duly constituted vide Power of Attorney dated 12th May 2006 and 30th June 2006. The Vendor nos.43 to 47 were represented therein through their Constituted Attorney Mr.Laxman Sripad Desai, duly constituted vide Power of Attorney dated 03rd November 2004. The Vendor no.48 was represented therein through his Constituted Attorney Mr. Milind Ashok Desai, duly constituted vide Power of Attorney dated 17th June 2006 executed before Notary A. V. Prabhudessai. The Vendor nos.49 to 54 were represented therein through their Constituted Attorney Mrs. Tarulata alias Shrad Dhumarkar and Mrs Devtaprasad alias Indira Janardan Poi Anglo, duly constituted vide Power of Attorney dated 26th May 2006 executed before Notary K. S. Angle at Margao.

Upon perusal of the said Deed of Sale dated 20th June 2006, it is observed that:

- A. The said Vishnu Balkrishna Joshi (expired) was married to one Laxmibai Vishnu Joshi (Party no.1), who had the following children:
- a. Kalpana Kamat (Party no.3) married to Krishna Kamat (Party no.2)
 - b. Pushpalata Agni (Party no.5) married to Shrikrishna Agni (Party no.4)
 - c. Sumitra Dabholkar (Party no.7) married to Laximan Dabholkar (Party no.6)
 - d. Kashi Bishnu Joshi (spinster) (Party no.8)
 - e. Madhav Joshi (Party no.15) married to Manjusha Joshi (Party no.9)
 - f. Chandrika Vishnu Joshi (spinster) (Party no.10)

- g. Atmaram Joshi (Party no.17) married to Sharmila Joshi (Party no.11)
 - h. Asha Anand Kharade (Party no.13) married to Anand Kharade (Party no.12)
 - i. Pundalik Joshi (Party no.16) married to Pushpanjali Joshi (Party no.14)
- B. The said Balchandra Venkoji Desai (expired) was married to Vrinda Balchandra Desai (Party no.36), who had the following children:
- a. Makarand Balchandra Desai (Party no.37) married to Smita Desai (Party no.38)
 - b. Nitin Balchandra Desai (Party no.39) married to Neelima Desai (Party no.40)
- C. The said Govind Venkoji Desai (expired) was married to Suman Govind Desai (Party no.30), who had the following children:
- a. Girish Desai (Party no.31) married to Shubhangi Desai (Party no.32)
 - b. Pratap Desai (bachelor) (Party no.33)
 - c. Sudhir Desai (Party no.34) married to Seema Desai (Party no.35)
- D. The said Pondorinata Sinai Lotlikar (Party no.48) had the following children:
- a. Mayadevi Damodar Cuncolienkar (Party no.50) married to Damodar Voicunta Cuncolienkar (Party no.51)
 - b. Nilimadevi alias Laxmi Hanumant Sinai Mauzo (Party no.52) married to Hanumant Sinai Mauzo (Party no.53)
 - c. Tarulata alias Shaila Sharad Dhumatkar (Party no.55) married to Sharad Dhumatkar (Party no.49)
 - d. Devta Prasad alias Indira Janardhan Poi Anglo (Party no.56) married to Janardhan Gurudas Poi Anglo (Party no.54)
 - e. Subashchandra Sinai Lotlekar (Party no.57) married to Jayanti Subashchandra Lotlekar (Party no.58)
 - f. Ajit Sinai Lotlekar (Party no.59) married to Anjani alias Jaya Ajit Sinai Lotlekar (Party no.60)

g. Sarojni Devi alias Saroja Mahabaleshwar Kamat Dhakankar (Party no.61) married to Vallabh Mahabaleshwar Kamat Dhakankar (Party no.62)

E. The said Shripad Laximan Desai expired on 08th March 1983 and his wife Saraswatibai Shripad Desai expired on 12th July 1980, leaving behind the following children:

a. Laximan Sripad Dessai (Party no.26) married to Umabai Laximan Desai (Party no.27)

b. Balkrishna Sripad Desai (expired) was married to Sharmila Balkrishna Desai (Party no.28), who had one son, i.e. Sripad Balkrishna Desai (minor) (Party no.29)

F. In the absence of title/heir-ship documents, we are unable to ascertain, why the said Ashok Mahadev Desai (Party no.41) was added as a Party to the said Deed of Sale dated 20th June 2006.

(xxiii) We have perused through the Deed of Succession dated 18th July 1981 drawn in the Book of Deeds bearing no.717 at pages 84 to 87 in the office of the Notary Ex-officio, Bardez, wherein it is recorded that the said Mangji Laxman Desai was married to one Sitabai Desai. The said Mangji Laxman Desai expired on 26th October 1979 and his wife Sitabai Desai expired on 22nd January 1960, leaving behind the following children, as their sole universal heirs and successors:

a. Janabai Manaji Desai alias Parvatibai Nagesh Mahajan married to Nagesh Krishnaji Mahajan;

a. Muktabai Desai alias Sushilabai Ramnath Joshi married to Ramnath Vaikunth Joshi;

b. Venubai Desai alias Manikbai Sadanand Joshi married to Sadanand Vaikunth Joshi;

c. Ramakrishna Desai alias Ramkrishna Mangji Desai (married);

d. Xeroiu Desai alias Sharayn alias Sulabha Madhukar Nadkarni married to Madhukar Dattatray Nadkarni;

- e. Guitadevi Desai alias Gitadevi Pandurang Mahatme married to Pandurang Vishnu Mahatme;
- f. Umakanta Desai alias Umakant Mangji Desai (married);
- g. Mirabai Desai alias Mirabai Narayan Prabhu married to Narayan alias Madhukar Anant Prabhu;
- h. Bhicaji Desai alias Bhikaji Mangji Desai (married).

(xxiv) Vide Deed of Renunciation dated 12th September 1980 drawn up at pages 17 to 18v of Book no.716, before the office of the Notary Ex-Officio-Bardez, the aforementioned six daughters i.e.(a)Janabai Manaji Desai alias Parvatibai Nagesh Mahajan alongwith her husband Nagesh Krishnaji Mahajan, (b)Muktabai Desai alias Sushilabai Ramnath Joshi alongwith her husband Ramnath Vaikunth Joshi, (c)Venubai Desai alias Manikbai Sadanand Joshi(widow) alongwith her son Madhudadan Sadanand Joshi, (d)Xeroiu Desai alias Sharayn alias Sulabha Madhukar Nadkarni and her husband Madhukar Dattatrai Nadkarni,(e)Guitadevi Desai alias Gitadevi Pandurang Mahatme and her husband Pandurang Vishnu Mahatme, (f)Mirabai Desai alias Mirabai Narayan Prabhu and her husband Narayan alias Madhukar Anant Prabhu relinquished their rights in the estate of Late Mangji Laxman Desai and Late Sitabai Desai.

(xxv) We have also been furnished with the extract of the Government Gazette dated 23rd July 1981, wherein it is recorded that the six daughters i.e. (a)Janabai Manaji Desai alias Parvatibai Nagesh Mahajan alongwith her husband Nagesh Krishnaji Mahajan, (b)Muktabai Desai alias Sushilabai Ramnath Joshi alongwith her husband Ramnath Vaikunth Joshi, (c)Venubai Desai alias Manikbai Sadanand Joshi(widow) alongwith her son Madhudadan Sadanand Joshi, (d) Xeroiu Desai alias Sharayn alias Sulabha Madhukar Nadkarni and her husband Madhukar Dattatrai Nadkarni, (e)Guitadevi Desai alias Gitadevi Pandurang Mahatme and her husband Pandurang Vishnu Mahatme, (f)Mirabai Desai alias Mirabai Narayan Prabhu and her husband Narayan alias Madhukar Anant Prabhu have renounced their rights to the inheritance of their parents to their

brother and other co-heirs, in terms of Article 2020 of the Portuguese Civil Code.

- (xxvi) Accordingly, vide Deed of Succession dated 18th July 1981, the said Ramakrishna Desai alias Ramkrishna Mangji Desai, Umakant Mangji Desai and Bhikaji Mangji Desai were declared to be entitled to the estate of Late Mangji Laxman Desai and Late Sitabai Desai.

The said Umakant Mangji Desai (expired) was married to Nalini Umakant Desai (Party no.18), who had the following children:

- a. Nikhil Desai (Party no.19) married to Vinita Desai (Party no.20)
- b. Netraja Desai (unmarried) (Party no.21)

The said Bhikaji Mangji Desai (Party no.22) was married to Prashila Bhikaji Desai (Party no.23) and the said Ramakrishna Mangji Desai (Party no.25) was married to Lalita Desai (Party no.24)

Since, the name of the said Mangji Laxman Desai was recorded in occupant's column with respect the other property bearing survey no.336/4, his legal heirs were added as Parties to the said Deed of Sale dated 20th June 2006.

- (xxvii) We have not been furnished with the Deed of Succession of Umakant Mangji Desai, Shripad Laximan Desai and Balkrishna Sripad Desai. In the absence of the same, we are unable to ascertain, if the aforementioned deceased persons had any other legal heirs besides the ones arrayed as parties to the Deed of Sale dated 20th June 2006. It is pertinent to note that no claims have been raised by any persons claiming to be the heirs of Umakant Mangji Desai, or Shripad Laximan Desai, or Balkrishna Sripad Desai and/or any other persons claiming by, from under or in trust from them, with respect to the **Said Larger Property** from the date of execution of the aforementioned Deed of Sale till the date hereof and accordingly the period of limitation to challenge the aforementioned Deed of Sale has expired.

It is observed that the said M/s Amrapali Realtors has subsequently obtained permissions and approvals for construction of 9 Villas, in the Project known as "LE GARENIA", which Project is constructed on the southern portion of the **Said Larger Property**. As per the Occupancy Certificates dated 28th December 2010 issued by the office of the Village Panchayat of Mandrem with respect to said Villa nos.1 to 9, these Villas were duly completed in terms of the approved plans. However, no claims have been raised by any persons claiming to be the heirs of Umakant Mangji Desai, or Shripad Laximan Desai, or Balkrishna Sripad Desai and/or any other persons claiming by, from under or in trust from them, with respect to the **Said Larger Property**.

- (xxviii) We have been furnished the records and proceedings of Inventory Proceedings bearing no.36/2007 filed in the Court of the Civil Judge Junior Division at Pernem. The said Inventory proceedings were initiated upon the demise of Bhalchandra Vyankaji Desai.

In the Statement on Oath dated 27th September 2007 filed in the aforesaid Inventory Proceedings, it is recorded that the said Bhalchandra Vyankaji Desai was married to Vrinda Bhalchandra Desai. The said Bhalchandra Vyankaji Desai expired on 01st February 1996 in Mumbai, leaving behind his widow and moiety holder the said Vrinda Bhalchandra Desai and the following children as his heirs and legatees:

- a. Nitin Bhalchandra Desai married to Nilima Desai;
 - b. Makarand Bhalchandra Desai married to Shubhangi Makarand Desai.
- (hereinafter referred to as "Interested Parties")

In the List of Assets dated 18th October 2007 filed in the aforesaid Inventory Proceedings, the **Said Larger Property** was listed as Item No.3 and in the Final Chart of Allotment dated 15th January 2008, the **Said Larger Property** was allotted to the aforementioned legal heirs/Interested parties. Vide Judgment dated 07th February 2008, the assets enlisted in the said Final Chart of Allotment dated 15th January 2008 were allotted to the Interested parties.

It is pertinent to note that the aforementioned Interested Parties were signatories to the said Deed of Sale dated 20th June 2006, and by virtue of which the Interested Parties had transferred their all their rights, title and interest in the **Said Larger Property** by way of sale to M/s Amrapali Realtors, prior to the initiation of said Inventory Proceedings bearing no.36/2007. In view of the above, it appears that the said inventory proceedings were initiated by the Interested Parties with the purpose to establish the legal heirs of the deceased and that the **Said Larger Property** was erroneously listed in the same proceedings as an asset of the Interested Parties.

- (xxix) We have also been furnished the records and proceedings of Inventory Proceedings bearing no.37/2007 filed in the Court of the Civil Judge Junior Division at Pernem. The said Inventory proceedings were initiated upon the demise of Govind Venkoji Desai.

In the Statement on Oath dated 27th March 2007 filed in the aforesaid Inventory Proceedings, it is recorded that the said Govind Venkoji Desai was married to Suman Govind Desai. The Govind Venkoji Desai expired on 03rd November 1992 in Mumbai, leaving behind his widow and moiety holder the said Suman Govind Desai and the following children as his heirs and legatees:

- a. Pratap Govind Desai (bachelor);
- b. Girish Govind Desai married to Shubhangi Girish Desai;
- c. Sudhir Govind Desai married to Seema Sudhir Desai.

In the List of Assets dated 18th October 2007 filed in the aforesaid Inventory Proceedings, the **Said Larger Property** was listed as Item No.3. In the Final Chart of Allotment dated 15th January 2008, the **Said Larger Property** was allotted to the aforementioned legal heirs. Vide Judgment dated 07th February 2008, the assets enlisted in the said Final Chart of Allotment dated 15th January 2008 were allotted to the Interested parties.

It is pertinent to note that the aforementioned Interested Parties were signatories to the said Deed of Sale dated 20th June 2006, and by virtue of which the Interested Parties had transferred their all their rights, title and interest in the **Said Larger Property** by way of sale to M/s Amrapali Realtors, prior to the initiation of said Inventory Proceedings bearing no.37/2007. In view of the above, it appears that the said inventory proceedings were initiated by the Interested Parties with the purpose to establish the legal heirs of the deceased and that the **Said Larger Property** was erroneously listed in the same proceedings as an asset of the Interested Parties.

(xxi) We have perused through the Deed of Succession dated 16th January 2009 drawn before the office of the Notary Ex-officio of the Judicial Division of Salcete, wherein it is recorded that the said Pondorinata D.Sinai Lotlikar alias Pondorinata Sinai Lotlikar alias Pondorinata Sinai Lotlecar expired on 01st November 2008 in the status of a widower of Sushilabai Sinai Lotlecar alias Sushilabai Pondorinata Sinai Lotlecar alias Suxilabai Sinai Lotlicar alias Suxilabai Sinai Lotlecar, leaving behind the following children:

- a. Subashchandra Sinai Lotlecar married to Jayanti Anant Camotim;
- b. Sarojni Devi Sinai Lotlecar alias Saroja Mablesvar Camotim Dacancor alias Saroja Mahabaleshwar Kamat Dhakankar married to Mahabaleshwar Pundolika Camotim Daconcar alias Mableseshwar Pundalik Kamat Dhakankar
- c. Ajit Sinha Sinai Lotlecar married to Anjani Sardesai alias Anjani Ajit Sinai Lotlecar
- d. Taru Lata Sinai Lotlecar married to Sharad A. Dhumatkar Maya Devi Sinai Lotlecar married to Damodar Kuncoliencar
- e. Nilima Devi Sinai Lotlecar married to Hanumanta Mauzo
- f. Devata Prasad Sinai Lotlecar married to Janardhan Poi Anglo

(xxx) We have also been furnished the records and proceedings of Inventory Proceedings bearing no.90/2016 filed in the Court of the Civil Judge

Junior Division at Pernem. The said Inventory proceedings were initiated upon the demise of the said Vishnu Balkrishna Joshi and his wife Laxmibai Vishnu Joshi.

In the Statement on Oath dated 30th November 2016 filed in the aforesaid Inventory Proceedings, it is recorded that the said Vishnu Balkrishna Joshi expired on 20th March 1987 and his wife Laxmibai Vishnu Joshi expired on 20th July 2005, leaving behind the following children as their universal heirs:

- a. Kalpana Krishna Kamat married to Krishna Kamat
- b. Pushpalata Shrikrishna Agni married to Shrikrishna Agni
- c. Sumitra Laxman Dabholkar married to Laxman Jagannath Dabholkar
- d. Kashi Vishnu Joshi (spinster)
- e. Madhav Vishnu Joshi married to Manjusha Madhav Joshi
- f. Chandrika Vishnu Joshi (spinster)
- g. Asha Anand Kharade married to Anand Kharade
- h. Atmaram Vishnu Joshi married to Sharmila Atmaram Joshi
- i. Pundalik Vishnu Joshi married to Pushpanjali Pundalik Joshi.

(xxxi) Upon perusal of the records and proceedings of mutation case no.8868 filed before the Mamlatdar of Pernem, it is observed that:

- a. Pursuant to the execution and registration of the Deed of Sale dated 20th June 2006, the said M/s Amrapali Realtors filed an application dated 24th July 2006 before the office the Mamlatdar of Pernem seeking to mutate their name in the occupant's column of the Form I and XIV with respect to survey no.365/1, situated at Village Mandrem i.e. the **Said Larger Property**.
- b. Pursuant to the issue of the necessary notices by the Talathi, one Vasant alias Dilip Narayan Dharwadkar filed his objection before the Mamlatdar of Pernem to the said mutation, on behalf of himself and as the constituted attorney of 10 other co-heirs/occupants. It was contended that he along with the 10 other co-heirs/occupants were the owners/occupants of the **Said Larger Property** and that the Deed

of Sale dated 20th June 2006 was executed by some of the landowners with unclean hands. The said Vasant alias Dilip Narayan Dharwadkar sought time to file proper/detailed objection.

- c. On 03rd October 2006, the said objector moved an application before the Mamlatdar of Pernem with a request to withdraw the objection dated 09th August 2006 filed by him on behalf of himself and the other co-heirs and further gave his no-objection to mutate the **Said Larger Property** in favour of the applicant.
- d. Vide Order dated 03rd October 2006 passed by the office of the Mamlatdar of Pernem, the objection dated 09th August 2006 filed by the Objectors were rejected as withdrawn. Vide the said Order, the Talathi was directed to include the name of M/s Amrapali Realtors in the occupants Column alongwith the existing occupants, as they had purchased the area from some of the legal heirs of the land owners/original landowners.
- e. However, upon perusal of the Form I and XIV with respect to survey no.365/1, situated at Village Mandrem i.e. the **Said Larger Property**, it is observed that only the name of M/s Amrapali Realtors was recorded in the Occupant's column under mutation no.8868.

(xxxii) Vide Sanad bearing reference no.RB/CNV/PER/5/2006 dated 22nd December 2006 issued by the office of the Collector, North Goa District, M/s Amrapali Realtors was granted permission to use an area admeasuring 25098 sq. mts. (i.e.a portion of the **Said Larger Property** i.e. survey no.365/1, admeasuring 25,587 sq.mts, situated at Village Mandrem), for "Residential" purpose.

(xxxiii) Vide Sanad bearing reference no. RB/CNV/PER/4/2007 dated 24th September 2007 issued by the office of the Collector, North Goa District, M/s Amrapali Realtors was granted permission to use an area admeasuring 3072 sq.mts. (i.e. a portion of the **Said Larger Property** i.e. survey no.365/1, admeasuring 25,587 sq.mts, situated at Village Mandrem), for "Residential" purpose. It is recorded therein, that the aforementioned Sanad bearing reference no.RB/CNV/PER/5/2006 dated

22nd December 2006 was withdrawn due to withdrawal of the Regional Plan 2011.

- (xxxiv) Subsequently, the said M/s Amrapali Realtors obtained permissions and approvals for construction of 9 Villas, in the Project known as "LE GARENIA". Upon perusal of the Revised Plan of the Project, it is observed that the same was constructed on the southern portion of the **Said Larger Property**.
- (xxxv) The balance area admeasuring 22095 sq. mts. forming a part of the property known as "CAZREACHI GANTI" or "KAJARYACHI GHATI", aggregately admeasuring 25,587 sq.mts, bearing survey no.365/1, situated at Village Mandrem, within the limits of Village Panchayat of Mandrem, Taluka and Registration Sub-District of Pernem, District of North Goa, State of Goa; which property is enrolled in the Revenue Records of Taluka Pernem under Matriz no.1395 and 1396, shall hereinafter be referred to as the "**Said Property**".
- (xxxvi) As per Nil Encumbrance Certificate dated 21st April 2009 issued by the office of the Sub Registrar of Pernem, it appears that no encumbrances are affecting the **Said Larger Property** for the period 15th June 1997 to 20th April 2009.
- (xxxvii) Vide Sanad dated 14th July 2011 issued by the office of the Collector, North Goa District, M/s Amrapali Realtors was granted permission to use an area admeasuring 22095 sq.mts. of the **Said Larger Property** i.e. survey no.365/1, situated at Village Mandrem), for "Residential" use.

We have also perused through the Letter bearing reference no. MAM/PER/Conv/C-I(I)/410/1188 dated 21st October 2006 from the office of the Mamlatdar of Pernem Taluka, North Goa, wherein it was categorically recorded that there are no Tenants/Mundkars/Lease holders on the Said Property.

- (xxxviii) Vide No Objection Certificate bearing reference no.49(6)/TCP/PER/51/2021/731 dated 14th July 2021 issued by the office of the Town and Country Planning Department, no objection was granted for registration of the Deed of Sale with respect to the **Said Property**.
- (xxxix) As per Nil Encumbrance Certificate dated 11th August 2021 issued by the office of the Sub Registrar of Pernem, it appears that no encumbrances are affecting the **Said Larger Property** for the period 01st January 2009 to 11th August 2021.
- (xl) Upon perusal of the Letter dated 23rd August 2021 issued by the office of the Directorate of Settlement and Land Records, it is observed that Old Cadastral plan for Village Mandrem of Pernem Taluka is not available.
- (xli) We have issued a Public Notice dated 12th September 2021 in the Navhind Times (in English), Herald (in English) and Gomantak (in Marathi), inviting claims/ objections from the public at large within 21 days from the date of publication, with respect to the title of M/s Amrapali Realtors to the **Said Property**.
- (xlii) Pursuant thereto, we received a legal notice dated 26th September 2021 issued by Advocate Shanker P. Chodankar, addressed on behalf of his client Mr. Ajay Kheterpal stating that vide Agreement for Sale dated 05th March 2021, M/s Amrapali Realtors had agreed to sell the Said Property to his client and part consideration was paid thereunder by the said Mr. Ajay Kheterpal to the said M/s Amrapali Realtors.
- (xlili) Subsequently, we received another legal notice dated 28th September 2021 from Advocate Rajeev Kawatra stating that he alongwith his wife Tripta Kawatra are the owners of Villa no.40 i.e. Bungalow no. 4 in the Project known as "LE GARENIA", which was constructed by the said M/s Amrapali Realtors on the **Said Larger Property**. It was inter alia contended therein that all the Villa owners were entitled to common amenities or the proportionate FAR of the **Said Larger Property**.

Although the Project known as "LE GARENIA" has been built, the claims raised by Advocate Rajeev Kawatra with reference to the common amenities will have to be addressed by and between M/s Amrapali Realtors and Advocate Rajeev Kawatra.

(xliv) We have been furnished with a copy of a Deed of Cancellation dated 02nd November 2021 executed by and between M/s Amrapali Realtors as the "Vendors" and Mr. Ajay Kheterpal as the "Purchaser". Vide the said Deed, the aforementioned Agreement for Sale dated 05th March 2021 executed by and between M/s Amrapali Realtors as the "Vendors" and Mr. Ajay Kheterpal as the "Purchaser" was cancelled with effect from 02nd November 2021. Further, the amount of Rs.1,01,00,000/- (Rupees One Crore One Lakh Only) paid under the said Agreement, was refunded by the Vendor to the Purchaser as under:

- a. Vide Demand Draft bearing reference no.269237 for a sum of Rs.50,00,000/- (Rupees Fifty Lakhs Only) dated 01st November 2021.
- b. Vide Demand Draft bearing reference no.269238 for a sum of Rs.51,00,000/- (Rupees Fifty One Lakhs Only) dated 01st November 2021.

In view of the same, the said Mr. Ajay Kheterpal has no claim, right, title or interest in the Said Property.

(xlv) An area admeasuring 3630 sq.mts, forming a part of the property known as "KAJARYACHI GHATI", admeasuring 25,587 sq.mts, bearing survey no.365/1, situated at Village Mandrem, within the limits of Village Panchayat of Mandrem, Taluka and Registration Sub-District of Pernem, District of North Goa, State of Goa; which property is enrolled in the Revenue Records of Taluka Pernem under Matriz no.1395 and 1396 shall hereinafter be referred to as "**Said Plot C**".

(xlvi) Vide No Objection Certificate bearing reference no.49(6)/TCP/PER/180/2021/1329 dated 03rd November 2021 issued by the office of the Town and Country Planning Department, no objection was granted for registration of the Deed of Sale with respect to the **Said Plot C**.

- (xlvii) Vide Deed of Sale dated 12th November 2021 executed by M/s Amrapali Realtors as the Vendors" and Isprava Luxury Realty Three LLP as the "Purchaser", the Vendors have sold the **Said Plot C** to the Purchaser, for consideration and on the terms and conditions recorded therein. The said Deed of Sale dated 12th November 2021 was duly registered with the office of the Sub-registrar of Pernem under no. PNM-1-436-2021 on 17th November 2021.

3. Critical Observations:

- i. In the absence of any title/heir ship documents, we are unable to ascertain, why the said Ashok Mahadev Desai (Party no.41) was added as a Party to the said Deed of Sale dated 20th June 2006.
- ii. We have not been furnished with the Deed of Succession/Inventory Proceedings of Umakant Mangji Desai, Shripad Laximan Desai and Balkrishna Sripad Desai. In the absence of the same, we are unable to ascertain, if the aforementioned deceased persons had any other legal heirs besides the ones arrayed as parties to the Deed of Sale dated 20th June 2006. It is pertinent to note that no claims have been raised by any persons claiming to be the heirs of Umakant Mangji Desai, or Shripad Laximan Desai, or Balkrishna Sripad Desai and/or any other persons claiming by, from under or in trust from them, with respect to the **Said Larger Property** from the date of execution of the aforementioned Deed of Sale dated 20th June 2006 till the date hereof and accordingly the period of limitation to challenge the aforementioned Deed of Sale dated 20th June 2006 has expired.

4. Conclusion

In our opinion and **subject** to what is stated hereinabove, Isprava Luxury Realty Three LLP is entitled to and has free, clear and marketable title to the **Said Plot C**.

5. General:

- a. This Report on Title merely certifies the matters expressly dealt with in the report. The Report on Title does not consider or certify any other questions not expressly answered in the report.
- b. This Report on Title is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Report on Title, and we are under no obligation to update this Report on Title with any information, replies or documents we receive after this date.
- c. Save as specifically stated in this Report on Title, we have not inspected or reviewed the original documents in respect of the **Said Property** and/or the **Said Plot C**.
- d. We have not been provided with any plans or photocopies of plans [including as annexures to any documents] except as specifically mentioned in this Report on Title.
- e. We have not verified whether appropriate stamp duty has been paid on the various documents referred to in this Report on Title.
- f. In accordance with our scope of work and our qualifications:
 - i) We have not visited the site on which the **Said Property** and/or the **Said Plot C** is situated.
 - ii) We have not independently verified the area or boundaries of the **Said Property** and/or the **Said Plot C**. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the **Said Property** and/or the **Said Plot C**, as we have found them in various documents.
 - iii) We also do not express our opinion on matters related to actual physical use of the **Said Property** and/or the **Said Plot C**.
 - iv) We have not verified the market value of the **Said Property** and/or the **Said Plot C** or and we do not express any opinion on this issue.

- v) We do not express an opinion relating to plan permissions, approvals or development potential of the **Said Property** and/or the **Said Plot C**.
- g. We express no view about the zoning, user, reservations or FAR of the **Said Property** and/or the **Said Plot C**.
- h. Save as otherwise stated in this Report on Title, we express no view with respect to any structures or buildings standing on the **Said Property** and/or the **Said Plot C**.
- i. We have been informed by you that you have not been served with or received any notice from the government or any other local body or authority with respect to the **Said Property** and/or the **Said Plot C** or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the **Said Property** and/or the **Said Plot C** or any portion of it save as disclosed in the Report on Title. Further, we have been informed by you that there is no legislative enactment or government ordinance, order or notification with respect to the **Said Property** and/or the **Said Plot C** or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the **Said Property** and/or the **Said Plot C** or any portion of it save as disclosed in the Report on Title. We have assumed the genuineness of these assertions and have not verified issues relating to acquisition, requisition, reservation or setback of the **Said Property** and/or the **Said Plot C** or any portion of the **Said Property** and/or the **Said Plot C** by governmental authorities.
- j. We have not independently validated the taxes / cess / duties / charges payable in respect of the **Said Property** and/or the **Said Plot C** and make no comment with respect to these and our comments in regard to these are based solely on documents you have provided.
- k. We have not carried out a search of the registers or records maintained with the concerned offices or websites of the Registrar/Sub-Registrar of Assurances or any other authorities.

- l. We have not carried out any searches at the offices or websites of the Registrar of Companies.
- m. We have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the **Said Property** and/or the **Said Plot C**. Our comments relating to such dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.
- n. We have not conducted any searches with respect to the information available with the Goa Real Estate Regulatory Authority (RERA) or on the website of the Goa RERA relating to the **Said Property** and/or the **Said Plot C**.
- o. We have not independently verified the information submitted to the Goa RERA or displayed on the website of the Goa RERA in relation to the **Said Property** and/or the **Said Plot C**.
- p. For the purpose of this Report on Title, we have assumed :
 - i) the legal capacity of all natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
 - ii) that the persons executing documents have the necessary authority to execute them;
 - iii) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
 - iv) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;
 - v) that there have been no amendments or changes to the documents we have examined;
 - vi) that all prior documents have been adequately stamped and duly registered;
 - vii) that each document binds the parties intended to be bound by it;
 - viii) that the photocopies provided to us are accurate photocopies of originals;

- ix) that all translations of documents provided to us are complete and accurate;
 - x) the accuracy and completeness of all the factual statements and representations made in the documents;
 - xi) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;
 - xii) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Report on Title are correct and otherwise genuine.
- q. The following documents have not been furnished to us:
- a. Orphanological inventory initiated upon the demise of Umabai.
 - b. Deed dated 29th June 1913, executed by one Atmaram Joshi infavour of Balkrishna Vishnu Joshi.
 - c. Form 9 with respect to mutation entry no, 301, with reference to survey no.365/1 of Village Mandrem, Goa, issued by the Talathi of Mandrem.
- r. For the purposes of this Report on Title, we have relied upon:
- i) Photocopies/typed copy of documents where original documents were not available.
 - ii) Photocopies of the documents provided to us as enlisted in Clause 1 above.
- s. For the purpose of this Report on Title, we have relied upon information relating to lineage as available in the revenue records and as provided by you.
- t. A certificate, determination, notification, report or the like provided by any professional will not be binding on an Indian court or any arbitrator or judicial or regulatory body, which would have to be independently satisfied, despite any provision to the contrary in such a document.
- u. Even though this document is titled "Report on Title", it is in fact a report based on the documents we have reviewed. This Report on Title has been provided at the request of the client to whom it is addressed.

- v. This Report on Title is limited to matters related to Indian law alone (as on the date of this Report on Title) and we express no opinion on laws of any other jurisdiction.
6. This Report is addressed to Isprava Luxury Realty Three LLP alone. This Report may not be disclosed, furnished, quoted or relied on by any person or entity other than Isprava Luxury Realty Three LLP for any purpose without our prior written consent. It may however be disclosed or furnished by Isprava Luxury Realty Three LLP as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.
7. Our liability relating to the services provided in connection with the preparation of this Report on Title shall not exceed fifty percent (50%) of the professional fees paid by Isprava Luxury Realty Three LLP for these services. In no event shall we be liable for any consequential, special, incidental or punitive loss, damage or expense, even if we have been advised of the possibility of such loss, damage or expense.

Dated this 30th November 2021.

M/s. Hariani & Co.



Partner