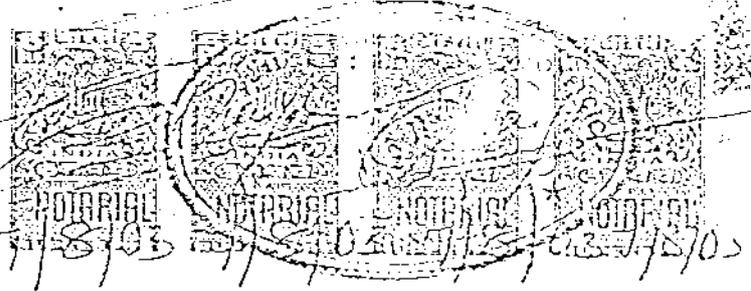


7/13/03
7/13/03
7/13/03

The Notary Public's Office



- Deed of Succession -

On this fifth day of the month of August of the year two thousand and three, in the Judicial Division of Salcedo City of Mangos, and in the Notary office functioning on the ground floor of the Mangos Municipal Council Building situated at Doctor Jorge Barreto's Square, before me Leonarde T. Charly de sa, Notary Public Ex-officio of the said Judicial Division, and before two fit and reliable witnesses named hereafter and signing at the end there appeared as "Declarants" Sri Sartajam Sri Kantak, major in age, married, businessman, residing at Mangos, Sri Datta, Espasa Poy Radhikan, major in age, married, businessman, resident of Mangos and Sri Arisya: Dorinda Sipai Prudai, major in age, married, retired doctor, residing at Mangos. and as "Interested Party" Sri Rama alias Riju Duranath Nair, major in age, married, businessman, residing at Comba, Mangos. I do hereby certify the identity of the declarants and

Charly

their responsibility that upon the death of said Dina-
nath Rama Naik, alias Dhanath Rama Naik alias
Dhanath Rama Naik the property share is said late
Dhanath Rama Naik, alias late Dhanath Naik and
the said and Universal heirs are said Rama Dhanath Naik
alias Rama Dhanath Naik alias Rajiv Dhanath Naik
Vinayak alias Rahul Dhanath Naik and said Vijay
Dhanath Naik, there being no other person or her heirs
in terms of Law of Succession still in force in this
state of Goa may prefer the said money share, and
the qualified heirs or may concern to the estate and
inheritance left by the said deceased person. The In-
terested Party then stated to me that all the decla-
rations made by the declarants are perfectly true and
Correct and as such accepts the same for all purposes
and intents. Were handed over to me five certificates
being one of death of the deceased person, one of
his marriage and three of birth of the qualified heirs
which I file in this office in the bunch of documents
pertaining to this book to be transcribed in the copies of
this deed. The witnesses whose fitness to this act I verified
were Shri Umesh Ananta Varkekar, major in age, married,
retired, residing at Comba, Margao and Shri Balchandra Poi Palandian
major in age, married, retired, residing at Comba, Margao
who are signing this deed along with the declarants Inter-
ested Party and with me the said Notary Sc-officio
after this deed having been read loudly by me in the

Done



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Government of Goa
DIRECTORATE OF PLANNING, STATISTICS AND EVALUATION

FORM No. 6
(See Rule 8)

CERTIFICATE OF DEATH

issued under section 12 of the Registration of Births
and Deaths Act, 1969.

This is to certify that the following information has been taken from the original record of death which is in the register for Margao Municipal Council of Taluka Salcete of District South - Goa of the State of Goa

Name DINANATH RAMA NAIK

Sex MALE

Date of Death 15/07/2003 Registration No. D/487/2003

Place of Death GRACE INTENSIVE HOSPITAL Date of Registration 21/07/2003

Name of Father/Husband RAMA YESHWANT NAIK

Clanina Vq3
Signature of Issuing Authority
SUB - REGISTRAR
BIRTHS & DEATHS
MARGAO MUNICIPAL COUNCIL
MARGAO - GOA
--Seal--



Chief Registrar
(Facsimile Signature)
[Facsimile Signature]

Date: 29/07/2003

* Note: In the case of death, no disclosure shall be made of particulars regarding the cause of death as entered in the register. See proviso to Sub-section 17(1).

No: 1185/03

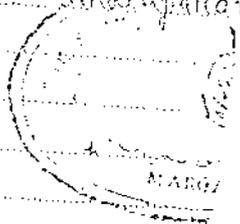
and residing at Ponda

Candrapaneri

Madava Sani
as a Madava Sani Candrapaneri

admitted on Eighteenth day

of the year two thousand and three
in the Civil Registration Office of Ponda



Paid fee of Twenty Rupees

Civil Registration Office of Ponda Eighteenth day of July of the year
two thousand and three



The Civil Registrar

SYA KUDYAP
PONDA

Govt. Dig. Press, Panaji-Gov - 1310/5,100 - 2/2013

[Signature]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this eighteenth day of July A.D. 2003

110
Certificate of Marriage No. 2018/2023

Receipt No. 27/31



1451
72
98
2003 YEAR OF THE CHURCH

Civil Registration Services of Goa

Chandrasekar Dinuzkar, Civil Registrar, Ponda

(Name and designation of the issuing authority)

I do hereby certify that on page No. * 186 against entry No. * 186

Searched by: of the Marriage Registration book for the year nineteen hundred and sixty-
nine is registered the marriage of Dhanata Rama Naikar

Daith
native from Rhander residing at Margao
legitimate son of Rama Sivonia Naikar
and of Sitabai Rama Naikar

Confirmed by:
in Lata Sina Candapuzar

native from Ponda

(P. T. O.)

GOVERNMENT OF GOA, DAMAN AND DIU
DIRECTORATE OF PLANNING, STATISTICS AND EVALUATION

FORM No. 9
(See Rule 9)

CERTIFICATE OF BIRTH

Issued under Section 12
Issued under Section 17

of the Registration
of Births and Deaths
Act, 1969

This is to certify that the following information has been taken from the original record of birth which is in the register for Craze of Taluka Sulca of District Goa of Union Territory of Goa, Daman and Diu.

Name Vinayak alias Babul Dhanraj Naik

Sex Male

Date of Birth 19th January 1972 Registration No. 236

Place of Birth Estor, Narsing, Mangaluru, Craze Date of Registration 21/1/72

Name of Father Dhanraj Naik Permanent address of Father/

Name of Mother Lata Dhanraj Naik Mother's No. E-34

Nationality of Father Indian

Nationality of Mother Indian

Name of Grandfather (father's side)

Name of Grandmother (father's side)

Signature of issuing authority



- Seal -

Chief Registrar
(Facsimile signature)

Prof. M. D. ...

Date 2/10/1986

12/60 L-11-7

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Exbt 7/B



TRUE XEROX COPY

IN THE COURT OF THE IIND ADDL.CIVIL JUDGE SENIOR DIVISION AT
MARGAO

Special Civil Suit No. 33/2012/II.

1. Mr. Rama alias Rajiv Dinanath Naik
Son of late Shri Dinanath Rama Naik,
Aged about 42 years, businessman,
And his wife,

2. Mrs. Siya alias Binda Rama Naik,
Aged about 41 years, housewife,
Both residents of "Bombi House"
H.N.E-74, behind New Telephone
Exchange, Margao Goa.

Plaintiffs

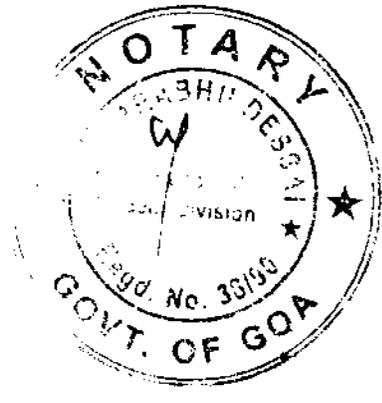
V/s

1. Mrs. Lata Dinanath Naik,
Widow of late Shri Dinanath Rama Naik,
Of major age, housewife,
Residing at "Bombi House"
H.No.E-74, behind New Telephone
Exchange, Margao, Goa.

2. Mr. Vinayak alias Rahul Dinanath Naik,
Son of late Shri Dinanath Rama Naik,
Aged about 40 years, businessman,
And his wife,

3. Mrs. Sayee Rahul Naik,
Aged about 36 years, housewife,

Both residents of Flat No.317,



Vassant Arcade, 3rd Floor, Behind
Police Station, Margao, Goa.

4. Mr. Ajay Dinanath Naik,
Son of late Shri Dinanath Rama Naik,
Aged about 37 years, married businessman,
And his wife,

5 Mrs. Sweta Ajay Naik,
Aged about 36 years, married, housewife,
Both residents of H.N.E-74,
Margao, taluka Salcete Goa.

...Defendants.

CONSENT DECREE

Suit Filed on : 11/07/2012
Suit Registered on : 12/07/2012
Suit Decided on : 05/12/2012.

This is a suit for Partition filed by the plaintiffs against defendants and
prayed as under :-

- a) By a Preliminary decree the shares of each of the parties be fixed.
- (b) By a final decree the properties be partitioned as per the shares.
- © Such other orders as this Honourable Court may deem fit and Proper.
- d) Costs of the suit.

This Suit is coming on this day for final disposal before Cholu M.
Gauns., IInd Addl. Adhoc Civil Judge Senior Division, Margao, in the
presence of Plaintiffs, Ld. Advocate Shri S.P.Patnekar for the plaintiffs and in
the presence of defendant No.2 & 4 it is ordered that this suit stands
decreed in terms of settlement terms incorporated in the Consent. terms and
Consent terms are as follows:

- a) Part of the residential house known as "BOMBI HOUSE" with plot which
forms part of the property known as "BOGTACHO DANDO alias COMBA"



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Superintendent

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Special Civil Suit No. 33/2012/II.

situated in the City of Margao, within the limits of Margao Municipal area, Taluka and Sub District of Salcete, District of South Goa and State of Goa and the said whole property is described in the Land Registration Office of Salcete under no. 4236 at page 226 overleaf of Book B No. 17, Old Series and no. 29640 at page no. 85 overleaf of Book B no. 76 new series and inscribed under no. 20218 at page 165 overleaf of Book G no. 25 and no. 23669 at page 106 of Book G no. 29 respectively and the property described under no. 4236 is enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 1223 and bounded on the East by public road, on the West by the property of the heirs of Gopal Sinai Virgincar, on the North by the property of the heirs of Shri. Jose Bento Dias and on the South by the property of Bombi Naik and the property described under no. 29640 is enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 1222 and bounded on the East by public road and the property of Shri. Teodolinda Pacheco, on the West by the property of the heirs of Esvonta Visnum Naique alias Bombi, on the North by the properties of Ricardo Antonio da Piedade e Costa and Gopal Virgincar, public road and property of Shri. Siurama Quencro and on the South by the property of Xembu Atmarama Poi Palondicar and of the said Teodolinda. And the said plot is a distinct part of the property which is surveyed under Chalta no. 82 of P. T. Sheet No. 233 and it admeasures 1458 sq. mts. and consisting of one residential house and the other premises as well as open space/land and the said plot is at present bounded on the East by the land surveyed under Chalta nos. 58(part) and 59 of P. T. S. No. 233 and Chalta no. 247(part) of P. T. S. No. 231 of Margao City Survey record, on the West by the land surveyed under Chalta no. 80 of P. T. S. No. 233, on the North by the land surveyed under Chalta no. 35 of P. T. S. No. 233 and on the South by land surveyed under Chalta no. 247 of P. T. Sheet No. 231. This property having an access of six metres wide road through the land surveyed under Chalta no. 58 of P. T. Sheet No. 233. This access is commonly shared by successors of Shri. Dinanath Rama Naik and successors of Shri. Yeshwa

Superintendent

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Special Civil Suit No. 33/2012/II.

Vassudev Naik. The right of access to this property goes alongwith the property itself.

b) (Shops and Offices at Sitara Co-Operative Housing Society Ltd.)

The building scheme Sitara Co-Operative Housing Society Ltd. is built on a plot of land which plot is of the property known as "BOGTANCHO DANDO alias COMBA" and situated at Comba Margao, within the limits of Margao Municipal area, Taluka and Sub District of Salcete, District of South Goa and State of Goa and the said whole property is described in the Land Registration Office of Salcete under no. 4236 of Book B-17 (old Series) and 29640 of Book B\76(new) and enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 1222 & 1223 and the property described under no. 4236 is enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 1223 and bounded on the East by public road, on the West by the property of the heirs of Gopal Sinai Virgincar, on the North by the property of the heirs of Shri. Jose Bento Dias and on the South by the property of Bombi Naik and the property described under no. 29640 is enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 1222 and bounded on the East by public road and the property of Shri. Teodolinda Pacheco, on the West by the property of the heirs of Esvonta Visnum Naique alias Bombi, on the North by the properties of Ricardo Antonio da Piedade e Costa and Gopal Virgincar, public road and property of Shri. Siurama Quencro and on the South by the property of Xembu Atmarama Poi Palondicar and of the said Teodolinda. And the said plot is a distinct part of the property which is surveyed under Chalta no. 59 of P. T. Sheet No. 233 and it admeasures 833.00 sq. mts. and the said plot is at present bounded on the East by ten metres wide proposed road, on the West by the property of late Dinanath Rama Naik, on the North by the six metres wide road and on the South by the property of Xembu Atmarama Poi Palondicar. This property is having an access of six metres wide road through the land surveyed under Chalta no. 58 of P. T. Sheet No. 233. This access is commonly shared by the successors of



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Superintendent
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Special Civil Suit No. 33/2012/II.

Shri. Dinanath Rama Naik and successors of Shri. Yeshwant Vassudev Naik. The right of access to this property goes alongwith the property itself. The premises belonging to the parties and allotted to the Plaintiffs are shop nos. 8, 9 & 10 located on the ground floor and Office nos. 1 & 2 located on the first floor of the building Sitara Co-Operative Residential Housing Society Ltd. Situated at Comba Margao Goa. The super built up area of the Shop nos. 8, 9 & 10 is 79.20 sq. ms. and that of office nos. 1 & 2 is 166 sq. ms. (app.)

c) Tenancy rights in the Western part of shop which is on lease with M/s Rama Yeshwant Naik & Sons and it is situated at Panaji in the premises belonging to Shri. Mamai Kamat family and the said western part of the shop admeasures 48.00 sq. mts. is forming part of the land surveyed for the purpose of City Survey records of Panaji under Chalta no. 8 of P. T. Sheet No. 35 and this western portion is bounded on the East by the remaining part of the shop on lese with M/s Rama Yeshwant Naik & Sons, on the West shop belonging to Mamai Kamat family, on the North by public road and on the South by house property belonging to Shri. Mamai Kamat family.

d) Plot no. 17 admeasuring 300 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matríz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No.1(A) of P.T. Sheet No.293, Chalta No.13, 14(a), 15, 16, 17, 21 of P.T. Sheet No. 293 and Chalta No.44 of P.T Sheet No.281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P.T. S.No. 293, Chalta

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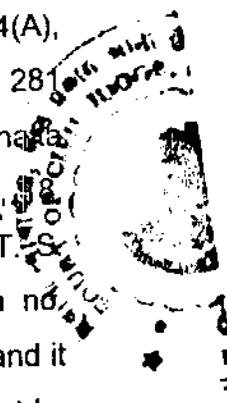
- 6 -

Special Civil Suit No. 33/2012/II.

nos. 17,18 and 21 of P.T. Sheet No.282 and Chalta nos 44, 46, 47 and 48 of P.T.S No.281 and this plot no.17 forms part of the land surveyed under Chalta no.13(part) of P.T.S No.293 of Margao City Survey records and it is bounded on the East by plot no.15 of the same property, on the West by six meters wide road, on the North by plot no.16 of the same property and on the South by plot no.18 of the same property.

e) Plot no. 18 admeasuring 300 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa situated at Navelim within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Go and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos 13, 15, 16, 17, 21,45, 46 and 47 of P.T.S. No. 293, Chalta nos. 17, 18, 19, 20, 21 and 22 of P.T. Sheet no.282 and Chalta nos. 44, 46, 47 and 48 of P.T. No.281 and this plot forms part of the land surveyed under Chalta no. 13(part) and 45(part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by Plot no.15 of the same property., on the West by six meters wide road, on the North by Plot no.17 of the same property and on the South by eight metres wide road.

f) Plot no. 22 admeasuring 495 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits



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Special Civil Suit No. 33/2012/II.

of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa situated at Navelim within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P.T.S. No. 293, Chalta Nos 17, 18 and 21 of P.T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P.T.S No.281 and this plot no.22 forms part of the land surveyed under Chalta no.13(part) and 45(part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by six metres wide road, on the West by plot no. 23 of the same property, on the North by plot no. 21 of the same property and on the South by eight metres wide road.

g) Plot no. 23 admeasuring 800 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa situated at Navelim. Within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146, 1060



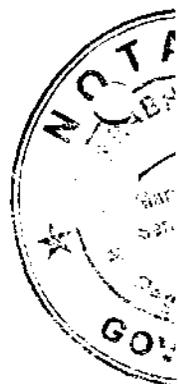
Superintendent

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Special Civil Suit No. 33/2012/11.

Surveyed under Chalta No.1(A) of P.T. Sheet No. 293, Chalta No.13, 14(A), 15, 16, 17, 21 of P.T. Sheet No.293, and Chalta No. 44 of P.T. Sheet No.281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P.T. S. No. 293, Chalta nos. 17, 18, and 21 of P.T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P.T.S No. 281 and this plot no. 23 forms part of the land surveyed under Chalta no.45(part) of P.T.S. No. 293 of Margao City Survey records and it is bounded on the East by plot no. 22 of the same property, on the West by the property of Shri. Luis Brito and others, on the North by plot no. 20 of the same property and on the South by eight metres wide road;

h) Plot no. 19 admeasuring 288 sq. mts. (approx.) properties known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and forming part of the described in the Land Registration Office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalata nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P.T. S.No. 293, Chalta nos. 17, 18 and 21 of P.T. Sheet No. 282 and Chalta nos. 44, 46 47 and 48 of P.T.S No. 281 and this plot forms part of the land surveyed under Chalta no.45(part) and 16 of P.T.S No.293 of Margao City Survey records and it is bounded on the East by six metres wide access road, on the West by open



space of the property, on the North by open space of the property and on the South by the plot no.20 of the same property.

i) Plot no. 20 admeasuring 688.00 sq. mts. properties known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa situated at Navelim., within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P.T. S, No. 293, Chalta nos. 17, 18, and 21 of P.T. Sheet No.282 and Chalta nos. 44, 46, 47 and 48 of P.T.S No. 281 and this plot no.20 forms part of the land surveyed under Chalta no.45 (part) and 47 of P.T.S. No.293 293 of Margao City Survey records and it is bounded on the East by six mts. wide access road and plot no. 21 of the same property, on the West by the property of Shri. Luis Brito and others, on the North by plot no. 19 and open space of the same property and on the South by plot no. 22 and 23 of the same property.

j) Plot no. 21 admeasuring 351.00 sq. mts. of properties known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and



State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta 13,15,16,17,21,45,46 and 47 of P.T.S.No.293, Chalta Nos. nos. 17, 18 and 21 of P.T. Sheet No.282 and Chalta nos. 44, 46, 47 and 48 of P.T.S No.281 and this plot no.21 forms part of the land surveyed under Chalta no. 45(part) and 46 of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by six metres wide access road, on the West and North by plot no. 20 of the same property and on the South by plot no. 22 of the same property

k) Flat no. F-1 admeasuring 78.67 sq mts. located on the First Floor of the building Bhardwaj Apartment A situated in the property surveyed under no. 12/7 of village Ponda and the said whole property is described in the Land Registration Office of Ilhas, Panaji Goa under no. 311 of Book B-4 Old and also enrolled in the Matriz records of the Taluka Revenue Office of Ponda under no. 423 and 425.

l) Old Chevrolet belair car bearing registration No. GDA 2833.

2. ~~The following properties are allotted to the Defendants nos. 2 and 3:-~~

Plot no. 1 of the property known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa alongwith the building known



as Ramsons Motor House and its workshop and the said plot no.1 is bounded on the East by 8.00 mts. wide road, on the West by the National Highway No. 17, on the North by the property of Shri. Luis Brito and others and on the South by the 10.00 mts. wide road; The area of the plot is 2660 sq.mts. and 47.00 sq. mts. additional area of a triangular portion from the plot no.23 thereby totalling 2707 sq. mts. In this plot no.1 there is building known as Ramson Motor house. This building comprises of ground and two floors having seven shops, six flats, one office premises and an open area on the 2nd floor and the details are as under..

The Ground floor consists of 3 shops lying at the North end admeasures built up area of 173 sq. mts. Four shops lying on the South end of the same building admeasures built up area of 232 sq. mts.

On the ground floor of the above referred building there exist a closed workshop shed and service centre with a total built up area of 405.26 sq. mts. and open shed of 73 sq. mts. with House No. 6/626 which is bounded on the east by open plot and a road thereafter, on the West by Ramson Motor House -2nd floor building, on the South by a road and on the North by property of Luis Britto and others.

The First Floor of the said Building consists of four flats and one office premises:-

a) Flat No.1 admeasuring a total built up area of 78.75 sq.mts. and the same is bounded on the East by workshop shed, on the West by Flat No.2, on the North by area left for side set back and on the South by staircase and remaining part of the Floor.

Flat No.2 admeasuring a total built up area of 117.00 sq. mts. bounded on the East by Flat No 1, on the West by front set back and thereafter road, on the North by area left for side set back and on the South by stair case and remaining part of the floor.



c) Flat no.3 admeasuring a total built up area of 78.76 sq. mts. bounded on the East by workshop shed, on the West by flat no.4, on the North by flat nos. 1 & 2 and on the South by set back thereafter road.

Flat no.4 admeasuring a total built up area of 117 sq. mts. bounded on the East by flat no.1, on the West by front set back and road thereafter, on the North by flat nos. 1 & 2 and on the South by side set back and 10.00 mts. road thereafter.

The Second Floor consists of four flats :-

Flat No.1 admeasuring a total built up area of 78.75 sq. mts. bounded on the East by workshop shed, on the West by flat no.2 on the North by area left for side set back and on the South by staircase and remaining part of the floor.

Flat no.3 & 4 which consists of an area of 215 sq. mts. approximately and the entire area of both these flats together is bounded on the East by workshop shed, on the West by front set back and thereafter road, on the North by Flat No.1 & 2 and on the South by side set back and thereafter road.

The above referred shops/flats/office are bearing House Nos. 6/902, 6/619, 6/620, 6/621, 6/622, 6/623, 6/624, 6/625.

Lease Hold rights in Mapusa Shop which is on lease with M/s RAMA YESHWANT NAIK & SONS and the same belongs to the family Dr. Mrs. Ratan Naik and her family and it is forming part of the land surveyed under Chaita no. 78, 78Aa and 78B of P. T. Sheet No. 135 of Mapusa City Survey records and the same is having an area of 46.50 sq. mts. and the same is located on the ground floor of the building known as "VRINDAVAN HOSPITAL"



3. The following properties are allotted to the Defendants nos. 4 and 5:-

a) Lease hold rights in the Eastern part of shop which is on lease with M/S RAMA YESHWANT NAIK & SONS and it is situated at Panaji in the premises belonging to Mamai Kamat family and the said eastern part of the shop admeasures 48.00 sq. mts. is forming part of the land surveyed for the purpose of City Survey records of Panaji under Chalta no. 8 of P. T. Sheet No. 35 and this eastern portion is bounded on the East by shop belonging to Mamai Karnat family, on the West by the remaining part of the shop on lease with M/s Rama Yeshwant Naik & Sons, on the North by public road and on the South by house property belonging to Shri. Mamai Kamat family;

b) Plot no. 14 admeasuring 900 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P.T.S No. 293, Chalta nos. 17, 18 and 21 of P.T. Sheet No.282 and Chalta nos. 44, 46, 47 and 48 of P.T.S No. 281 and this plot No.14 forms part of the land surveyed under Chalta no.13(part) and 45(part) of P.T.S No. 293 of Margao City Survey records and it is bounded on the East by plot no. 13 of the same property, on the West by plot nos. 15 and 16 of the

same property, on the North by open space and on the South by 8.00 mts. wide road.

c) Plot no 15 admeasuring 690 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P.T.S No.293, Chalta nos. 17, 18 and 21 of P.T. Sheet No.282 and Chalta nos. 44, 46, 47 sand 48 of P.T.S.No.281 and this plot no.15 forms part of the land surveyed under Chalta no.13(part) and 45(part) of P.T.S. No. 293 of Margao City Survey records and it is bounded on the East by plot. 14 of the same property, on the West by plot nos. 17 and 18 of the same property, on the North by plot no. 16 of the same property and on the South by eight metres wide road;

d) Plot no. 16 admeasuring 668 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD" of the cultivation of paddy field and barren land, situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page

82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293, Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P.T.S. No.293, Chalta nos. 17, 18 and 21 of P.T. Sheet No.282 and Chalta nos. 44, 46, 47 and 48 of P.T.S. No.281 and this plot no.16 forms part of the land surveyed under Chalta no. 13(part) and 45(part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by plot no. 14 of the same property, on the West by six metres wide road, on the North by the open space and on the South by plot nos. 15 and 17 of the same property.

e) The premises which is a shop and the land situated within the limits of Margao Municipal Council and is surveyed for the purpose of City Survey Record of Margao City under Chalta No. 274 of P. T. sheet No. 238 and it admeasures 165 sq. mts. approximately; Chalta no. 273 of P. T. S. No. 238 admeasuring about 43.00 sq. mts.; Chalta no. 275 of P. T. S. No. 238 admeasuring 22.00 sq. mts. Chalta no. 276 of P. T. S. No. 238 admeasuring 22.00 sq. mts. and Chalta no. 277 of P. T. S. No. 238 admeasuring 23.00 sq. mts. thereby totalling 275.00 sq. mts. approximately, which is situated in the property and the said property is described in the Land Registration Office of Salcete under no. 22464 of Book B 57 new series and enrolled in the Matriz Records of the Taluka Revenue Office of Salcete under no. 44(rustic) and 52, 53 and 54 (urban) and the said property is bounded on the East by the plot no. 2 of the same property, on the West by the public road, on the North by the property of Shri. Ananta Damum Xete Quenssorcar and on the South by adjoining building of Vissu Virgincar and sons.



4 The Defendant no. 1 hereby relinquishes her rights existing in the said properties. However she shall be entitled to stay/reside in the house during her lifetime, with all the basic amenities, which is referred to in the property allotted to the Plaintiffs and more particularly described in clause no. 1(a) hereinabove.

5 The rights of other parties, other than to whom the properties are allotted, shall stand transferred in favour of the persons to whom such properties are allotted under these terms.

6 The Plaintiffs and the Defendants nos. 2 and 3 jointly shall each contribute an amount of Rs. 4000/- (Rupees Four Thousand only) per month and the Defendants nos. 4 and 5 jointly shall contribute Rs. 2000/- (Rupees Two Thousand only) per month and shall hand over the same to the Defendant no. 1 on the first of every succeeding month for her maintenance during her lifetime.

7 The parties to present suit shall sign such other documents or deeds or applications as may be required by the parties to whom the properties are allotted under this deed for the purpose of effective transfer of such properties in their respective names in the records of the Government including the deeds of rectification.

8 The taxes, liabilities and other dues payable in respect of any of the properties including the Wealth Tax etc. as on today shall be shared equally by the Plaintiffs, the Defendants nos. 2 and 3 and the Defendants nos. 4 and 5. Henceforth all such taxes and liabilities shall be separately borne by each of the parties.

9 The Development in the property surveyed under no. 24/7 and admeasuring 9425 of village Vanelim was started by the Plaintiff no. 1 through the firm M/s SITARA REAL ESTATES during the lifetime of late Shri. Dinanath Rama Naik and some of the plots were already sold and some of the

plots have agreed to be sold to different parties and the amount was partially received. Henceforth the development charges are to be deducted from the sale price receivable of the said remaining plots and the amount thereafter shall be equally distributable among the Plaintiffs, the Defendants nos. 2 and 3 and the Defendants nos. 4 and 5. However the entire development work shall be looked and managed by the Plaintiff no. 1 alone and the other parties shall execute the necessary irrevocable power of attorney in favour of the Plaintiff no. 1 for execution of the agreements of the agreement of sale of the plots from this property and also to shift the necessary accesses.

10. The Defendant no. 1 shall have the usufructory right in respect of the premises namely Flat no. F-1 admeasuring 78.67 sq mts. located on the First Floor of the building Bhardwaj Apartment A situated in the property surveyed under no. 12/7 of village Ponda and the said whole property is described in the Land Registration Office of Ilhas, Panaji Goa under no. 311 of Book B-4 Old and also enrolled in the Matriz records of the Taluka Revenue Office of Ponda under no. 423 and 425 during her lifetime and she shall enjoy the income derived from the licence fees exclusively of the same premises and the ownership rights shall exclusively vest in favour of the Firm of M/s SITARA REAL ESTATE as against the due amount of Rs. 7,95,326.23 (Rupees Seven Lakhs Ninety Five Thousand Three Hundred and Twenty Six and paise twenty three only) which was payable by late Shri. Dinanath Naik to M/s SITARA REAL ESTATE.

11. Towards the retirement from the Partnership Firm of M/s SITARA REAL ESTATES, the Plaintiffs shall compensate the Defendant no. 2 by paying the amount Rs. 10,53,000/- (Rupees Ten Lakhs and Fifty Three Thousand Only) within a period of two years towards the entire capital account of the Defendants nos. 2.

12. The rights over the roads, open spaces as well as the shifting of the unsold plots in the properties known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal

Special Civil Suit No. 33/2012/II

area, taluka and Sub District of Salcete, District of South Goa and State of Goa and now surveyed under Chalta nos. 13, 15,16, 17,21,45, 46 and 47 of P.T.S.No.293, Chalta nos. 17,18 and 21 of P.T. Sheet No.282 and Chalta nos 44, 46, 47 and 48 of P.T.S No.281 shall be exclusively dealt by the Plaintiffs and the other parties shall have no right of whatsoever nature to the same and shall not raise any objection thereto and the Plaintiffs alone shall be entitled to create the rights over the same in favour of any other person.

13 It is clearly understood between the parties that M/S SITARA REAL ESTATES have at the moment developed only a part of the said properties "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and surveyed Chalta 13, 15, 16,17,21, 45, 46 and 47 of P.T.S No. 293, Chalta nos. 17,18 and 21 of P.T. Sheet No.282 and Chalta nos. 44, 46, 47 and 48 of P.T.S No.281 and accordingly has maintained certain areas for open spaces, roads,etc. However M/S SITARA REAL ESTATES shall be entitled to develop the remaining part of the said properties and change the present open spaces, roads, etc. as may be decided by M/S SITARA REAL ESTATES in line with the permissions for development to be obtained from the concerned authorities from time to time and the other parties hereby admit that the other parties shall not object for such changes. Any change in the open space or roads shall not be obstructed by any of the parties to this deed on any of the grounds. The right to the existing open spaces and roads shall be solely enjoyed by M/S SITARA REAL ESTATES.

14. The common properties which are not included in the present deed shall be enjoyed equally in ownership between the Plaintiffs, the Defendants nos. 2 and 3 and the Defendants nos. 4 and 5 and they shall also be entitled to dispose of the same by sharing equally the sale proceeds received thereof. The first opportunity shall be given to purchase to any of the parties to this deed for the highest value.



Superintendent

- 19 -

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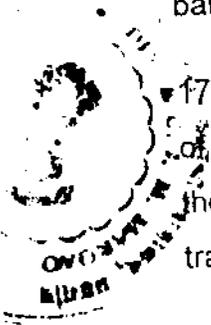
15. The powers of attorney executed in favour of the Plaintiff no. 1 shall not be revoked in respect of the agreement for development executed in favour of M/s SITARA REAL ESTATES pertaining to the plots nos. 10, 11, 12 and 13 and part of the property surveyed under Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 of the properties situated at Colmorod, Navelim, shall not be revoked by the other parties to this deed till the entire development work is over including the Power of attorney executed on 17-10-2003 and 30-09-2005. Since the claim of the occupants of the houses under Chalta nos. 17 and 18 of P. T. S. No. 282 is required to be settled, the Defendants hereby relinquish their rights in respect of Chalta Nos. 17, 18 and 21 of P. T. S. No. 282 in favour of the Plaintiffs so as to enable the Plaintiffs to settle such claims.

16. The parties hereby agree to abide by the Agreement for Development executed on 19th August, 1991 with M/s SITARA REAL ESTATES by virtue of which the said M/s SITARA REAL ESTATES were entitled to develop the said property and divide the same into sub-plots and procure prospective buyers and arrange the sale of the sub-divided plots and this agreement for development is hereinafter referred to as "the said Development Agreement" and as per the said Agreement of Development, the parties to this Deed have agreed to pay 60% of the total price to the parties to this deed and 40% of the balance price to the M/s SITARA REAL ESTATES;

17. The tenancy rights of M/s RAMA YESHWANT NAIK & SONS in respect of the tenanted premises shall stand allotted to the respective parties to whom the respective shops are allotted and the rights of the other parties shall stand transferred in favour of such party to whom the shop stands allotted.

18. In case there are any area, if reduced or found in excess, shall be adjusted between the parties.

19. Due to requirements of set back of 4.75 mts. to the building "SITARA RESIDENCY" which is now under construction by the Plaintiffs in the

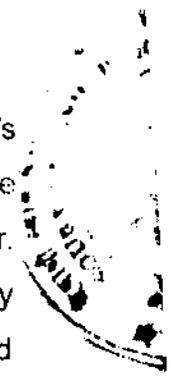


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amalgamated plot nos. 12 and 13 jointly in the property "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa, a triangular portion admeasuring 120 sq. mts. approximately on the eastern side of the plot no.14, as shown in the plan annexed to these terms, is separated from the plot no.14 of the same property and the same is included to the amalgamated plot nos. 12 and 13 of the same property, thereby the area of the plot no. 14 is now reduced to 900 sq. mts. approximately from the existing area of 1020 sq. mts. and the area of the amalgamated plot nos. 12 and 13 is increased to 1264 sq. mts. approximately from the existing area of 1144 sq. mts. and the new dimensions of the plot no. 13 are having the length of 33.00 .and 6.00 mts.(from South to North) , on the West the length of 30.00 mts.and 16.00 mts. (from South to North), on the north the width of the plot is 18.00 mts. and on the South the width of the of the plot is 12.00 mts. and 12.50 mts. (from West to East) as described hereinabove. The new dimensions of the plot no.14 are on the East 39.00 meters, on the West 46.00 meters, on the North 18.00 meters and on the South 12.00 meters plus 12.50 meters. It is clearly understood between the parties that this arrangement is made only with a view to have a set back of 4.75 mts. from the edge of the building to the eastern boundary of the plot no. 14.

20. All the rights and benefits in respect of the 22500 equity shares of M/s SITARA MOTORS PVT. LTD. held by late Shri. Dinanath Rama Naik are unconditionally and exclusively passed on and transmitted in the name of Mr. Rahul Dinanath Naik, the Defendant no. 2 as the affairs of the said Company are exclusively run by the Defendant no. 2 as per the arrangements arrived between the parties to this deed and accordingly the book adjustment, if any, are made without having any reflect on the actual accounts of the Company or of the Partnership business or that of the individual business of the parties.

21. Since the existing business in the name of M/s SITARA MOTORS PVT. LTD. is exclusively run by the Defendant no. 2 and the other parties have



Special Civil Suit No. 33/2012/II

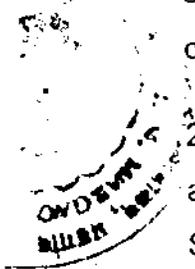
relinquish their rights and benefits from the Pvt. Ltd. Co., as it was agreed mutually upon the death of late Shri. Dinanath Rama Naik that such business shall be exclusively looked after and enjoyed and possessed by the Defendant no. 2 alone and accordingly, whatever nature of the documents required for transfer and transmission of the shares registered in the name of late Shri. Dinanath Rama Naik shall be executed between all the parties, thereby the Defendant no. 1, the Plaintiff no. 1 and the Deendant no. 4 have relinquish their individual rights and benefits from the Private Ltd. Company and exit peacefully from the said business without claiming any compensation or reward from the Defendant no. 2;

22. The Partnership business in the name and style of M/S SITARA REAL ESTATE is already allotted to the Plaintiffs. The Defendant no. 2 and 4 have executed the necessary deed of retirement by joining the Plaintiffs as parties to the said deed of retirement so that the Plaintiffs shall continue the same Partnership business.

23. The Partnership business in the name style of M/s RAMSONS, is hereby allotted to the Defendant no. 4 and 5. A separate deed of retirement have been executed between the parties thereby and the Plaintiff no. 1 and the Defendant nos. 1 and 2 who are partners in the said Firm relinquished their rights from the said Partnership firm and have exited peacefully from the said business, by making notional book entries, without claiming any compensation or reward from the Defendant no. 4.

24. The Defendants hereby relinquish their rights in respect of the reserved access surveyed under Chalta no. 58 of P. T. S. No. 233 of Margao City Survey record in the favour of the Plaintiffs.

25. The Plaintiffs and the Defendants shall cooperate with each other for the purpose of signing any further deeds or applications or affidavits etc. as may be required by any other parties so as to enable the respective party to



get the Government records transferred in the names of respective parties including in the survey records.

26. The existing gold ornaments weighing 2,300 gms., which is also inherited from grand parents, is equally distributed among the Plaintiffs and the Defendants and the Plaintiffs received 575 gms. of gold ornaments, the Defendant no. 1 all the four parties and each of the party has received 575 gms. received 575 gms. of gold ornaments, the Defendants nos. 2 and 3 received 575 gms. of gold ornaments and the Defendants nos. 4 and 5 received 575 gms. of gold ornaments.

27. The plots of the property known as "COLMOROD" and "RAQUESMOROD", situated at Navelim are approved by the South Goa Planning and Development Authority under their letter no. SGPDA/P/377/426/04-05 dated 11-06-04 having Chalta nos 13,15, 16, 17, 21,45, 46, and 47 of P.T.S. No.293 and Chalta nos. 44, 46,47 and 48 of P.T.S. No.281, However the Plaintiff no.1 is hereby authorized to move the appropriate authorities for correction of the plot numbers as well as of the area of such plots as agreed upon as also when need arises.

28. The Parties shall bear their own costs.

BILL OF COSTS.

| | <u>Plaintiffs</u> | <u>Defendants</u> |
|-----------------------------------|-------------------|-------------------|
| 1. Stamp for the Plaint | 00.00 | 00.00 |
| 2. Stamp for Exbts. | 00.00 | 00.00 |
| 3. Stamp for Power | 03.00 | 00.00 |
| 4. Process fee | 45.00 | 00.00 |
| 5. Pleaders fee on Rs.25,00,000/- | 6450.00 | 6450.00 |
| | <u>6498.00</u> | <u>6450.00</u> |
| | ===== | ===== |



Superintendent

Special Civil Suit No. 33/2012/II

Given under my hand and Seal of the Court this 5th day of December, 2012.



(Chotu Gauns)
Addl. Civil Judge, Senior Division,
MARGAO.

Prepared by: [Signature]

Compared by: [Signature]

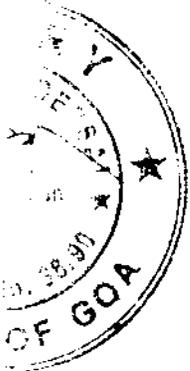
Checked by: [Signature]
Head Clerk

Advocate for the plaintiffs.

Advocate for the defendants.

Sm/-

Compared with original
[Signature]



UDAY CHODNEKAR
ADVOCATE: CIVIL, CRIMINAL, TAXATION

OFFICES:
MARGAO
Apna Bazar 2nd floor,
Building D, S-9,
Telephone: 2737458
CURCHOREM: Near Power
House, H. No.604, Pontemol.
MBL 9822167134

Residence:
HEERA
Near Amey Medical stores,
Opp Gauri Radio,
Hsg Board, Gogol, Margao
Telephone: 2752282

Date: 14/03/2013

To,
The Manager,
Goa Urban Co-operative Bank Ltd.
Margao -Goa

Ref. your letter No. dated 19/02/2013

FILE OF RAHUL DINANATH NAIK

Sub: Legal Opinion on Title verification, Ownership, and
Marketability of the property as given in Schedule
II, of the PLOT NO. 1, area 2702 Square mts.

Dear Sirs,

With reference to the above, I have to inform you, that I have carried out scrutiny of the documents, and title deeds and also search of the relevant records and wish to give my report as under:

(I) DESCRIPTION OF THE PROPERTY UNDER REFERENCE:

SCHEDULE I

ALL THAT property being the said addition A, constitutes itself a separate and distinct unit or property and it is bounded EAST by the property of Sra Herculano Soares and part of Addition B; On the WEST By the national road Margao - Canacona, Property of Shri Rosario Santana Dias, Sri Luis Brito and the paddy field of Comunidade of margao; On the NORTH By the paddy field of the

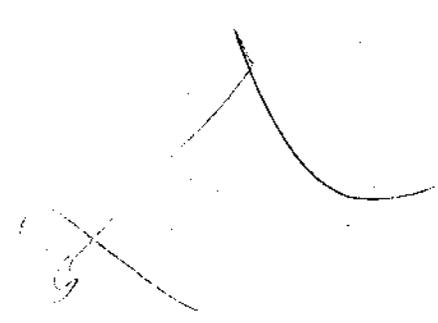
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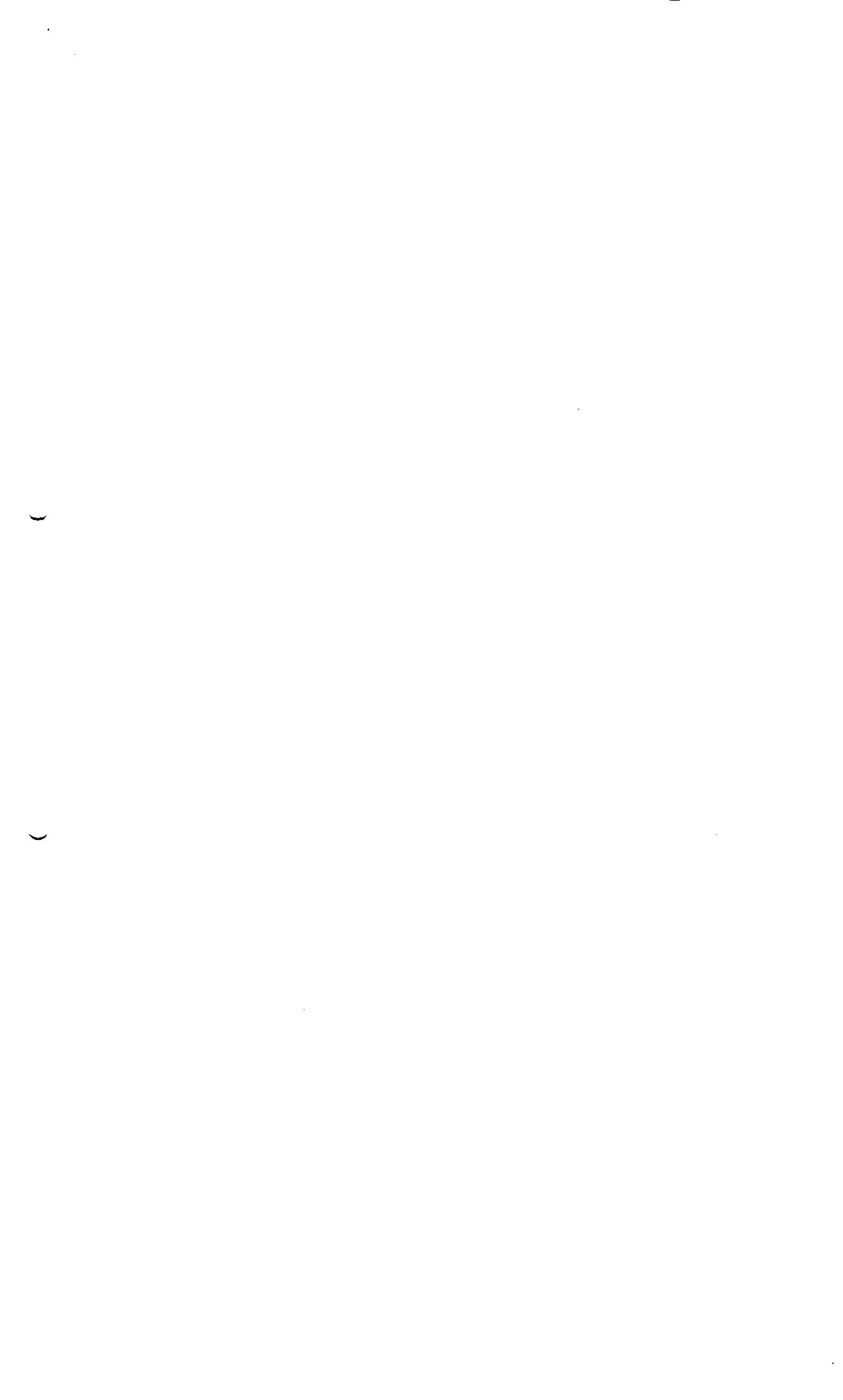
UDAY CHODNEKAR
ADVOCATE: CIVIL, CRIMINAL, TAXATION

----- 2 -----

Comunidade of Margao; and On the SOUTH By the addition B of the property aggregated described in Schedule E herein above. The addition A is comprising of chalta No. 1(A), 15, 16, 17, 21 of P. T. Sheet No. 293, chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293, and chalta No. 44 of P. T. Sheet No. 281 of Margao city survey record and now the same is re-surveyed and the new resurvey numbers are chalta Nos. 13, 15, 16, 17, 21, 45, 46, and 47 of P. T. Sheet No. 293, Chalta No. 17, 18 and 21 of P. T. Sheet No. 282 and chalta Nos. 44, 46, 47, and 48 of P. T. Sheet No. 281. situated on the property known as " COLMOROD " and " RAQUESMOROD " of the cultivation of paddy field and barren land, situated at Navelim, Taluka and sub-district of Salcete, District of South Goa, State of Goa, described in the land registration office of Salcete, under No. 10111, at page 82 of Book B26 new series under No. 23047 at page 77 of Book B 59 new series, No. 12051 or page 59 of Book B31 new series and No. 110625 at page 141 of Book B 27. new series and enrolled in the Matriz records of the Taluka revenue office under Nos. 1051, 1062, 146. and 1060 respectively

Contd on ----- 3 -----





UDAY CHODNEKAR
ADVOCATE: CIVIL, CRIMINAL, TAXATION

----- 3 -----

- On the EAST By Nualla after which lies the property of Sadanand Borkar and that of the comunidade of Margao;
- On the WEST By National road Margao - Canacona and the property Of Herculano Soares and nalla after which lies the Property of comunidade of Margao and ;
- On the NORTH By the paddy field of comunidade of Margao, And the property of Herculano Soares and nalla After which lies the property of Comunidade of Of Margao, and
- On the SOUTH By the property of the comunidade of Margao, And of Minguel Barreto, Filipe Xavier, Maria Fernandes, Rosario Xavier and of Gopal Nagvenkar.

SCHEDULE II

PART OF PROPERTY F.

ALL THAT PLOT NO. 1. admeasuring 2707 square metres of the property more particularly described in Letter F, as described in the Schedule I, above, and is bounded as Under:

On the EAST By 8.00 metres wide road;

On the WEST By the National Highway No. 17;

On the NORTH By the property of Shri Luis Brito and others; and

On the SOUTH By 10.00 metres wide road.

Contd on ----- 4 -----

UDAY CHODNEKAR
ADVOCATE: CIVIL, CRIMINAL, TAXATION

----- 4 -----

The area of the plot is 2660 square mts, and 47 square mts additional area of a triangular portion from the plot no. 23 thereby totaling 2707 square metres in this plot no. 1 there is building known as RAMSON MOTOR HOUSE. The Building comprises of ground and two floors having seven shops, six flats, one office premises and an open area on the 2nd floor and the details are as under:

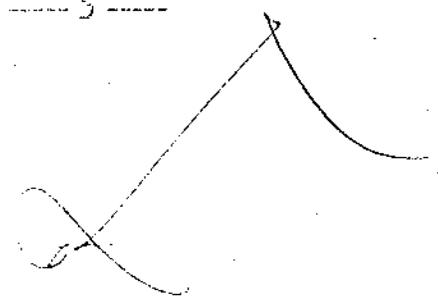
THE GROUND FLOOR consists of 3 shops lying at the North and admeasures built up area of 173 square mts, Four shops lying on the South end of the same building admeasures built up area of 232 square metres.

ON THE GROUND FLOOR of the above referred building there exist a closed workshop shed and service centre with a total built up area of 405.26 square metres and open shed of 73 square metres wit House No. 6/626 which is bounded on the EAST by open plot and a road thereafter. On the WEST By Ramson Motor House 2nd floor building, On the SOUTH By a road, and On the NORTH By property of Luis Britto and others.

THE FIRST FLOOR of the said building consists of four flats and one office premises:

a) FLAT NO. 1 admeasuring a total built up area of 78.75 sqare mts, and the same is bounded on the EAST By workshop shed, On the WEST By FLAT NO. 2, On the NORTH By area left for side set back, and On the SOUTH By staircase and remaining part of the floor.

Contd on ----- 5 -----



UDAY CHODNEKAR
ADVOCATE: CIVIL, CRIMINAL, TAXATION

----- 5 -----

b) FLAT NO. 2 admeasuring a total built up area of 117.00 square mts, and the same is bounded on the EAST By Flat No. 1, On the WEST By Front set back and thereafter road, On the NORTH By area left for side set back; and On the SOUTH By staircase and remaining part of the floor.

c) FLAT NO. 3 admeasuring a total built up area of 78.75 square mts, and the same is bounded on the EAST By Workshop Shed, On the WEST By Flat No. 4; On the NORTH By Flat Nos. 1, & 2 and On the SOUTH By Setback thereafter road.

d) FLAT NO. 4 admeasuring a total built up area of 117.00 square mts, and the same is bounded on the EAST By Flat No. 1, On the WEST By Front setback and road thereafter; On the NORTH By Flat Nos. 1. & 2 and On the SOUTH By side setback and 10.00 mts road thereafter.

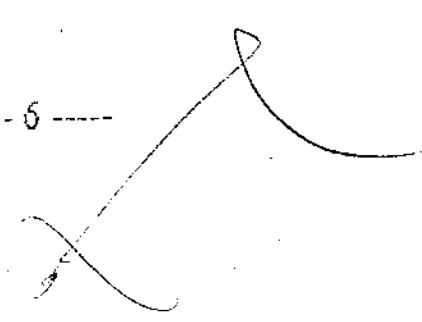
THE SECOND FLOOR of the said building consists of four flats:

a) FLAT NO. 1 admeasuring a total built up area of 78.75 square mts, and the same is bounded on the EAST By workshop shed, On the WEST By FLAT NO. 2, On the NORTH By area left for side set back; and On the SOUTH By staircase and remaining part of the floor.

b) FLAT NO. 3, & 4 totally admeasuring a total built up area of 215.00 square mts, and the entire area of both these flats together is bounded on the EAST By Workshop Shed, On the WEST By Front set back and thereafter road, On the NORTH By Flat No. 1. & 2; and On the SOUTH By Side setback and thereafter road.

The above referred shops/flats/office are bearing House Nos. 6/902, 6/619, 6/620, 6/621, 6/622, 6/623, 6/624, and 6/625.

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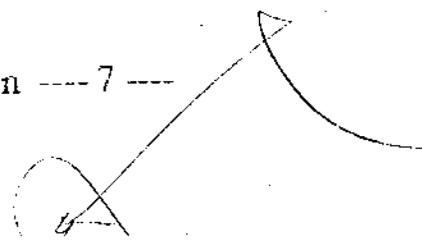
UDAY CHODNEKAR
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----- 6 -----

(II) LIST OF DOCUMENTS SCRUTINISED & EXAMINED

- (1) Deed of PARTITION, dated 22nd August, 1983, executed by the OWNERS, MR DINANATH RAMA NAIK, and others, of the four properties, A, B, C, AND D, duly registered with the office of the sub-registrar of Salcete, under no. 1022, at pages 349 to 360, of Book No. I, Volume No. 299, dated 18/05/1984 (Xerox copy)
- (2) Deed of SUCCESSION dated 05th May, 2003, drawn by the Notary Ex-Officio of Salcete, upon the death of DINANATH RAMA NAIK, under No. 31/99, dated 07/08/2003. (Xerox copy)
- (3) DEED OF ENGLISH MORTGAGE, executed on 19th April, 2003, by M/S SITARA MOTORS PVT LTD, through its Managing Director MR RAHUL DINANATH NAIK of the said SHOW ROOM, of the area admeasuring 234.00 square metres, on the ground floor of the building RAMSONS MOTOR HOUSE, at Navelim, in favour of GOA URBAN CO-OPERATIVE BANK LTD, duly registered with the office of the sub-registrar of salcete, under No. 1389, at pages 31 to 70, in Book I, volume NO. 1470, dated 08/05/2003. (Xerox copy)
- (4) DEED OF RELEASE, dated 12/12/2012, executed by GOA URBAN CO-OPERATIVE BANK LTD, in favour of LATA DINANATH NAIK, and others duly registered with the office of the sub-registrar of salcete, under No. MGO-BK1-01214-2013, CD NUMBER MGOD67, dated 05/03/2013. (Xerox copy)

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----- 7 -----

(5) MEMORANDUM OF UNDERSTANDING, dated 10th June, 2012, executed by and between, MRS LATA DINANTH NAIK, RAMA alias RAJIV DINANTH NAIK, with his wife MRS SIYA alias BINDA RAMA NAIK, MR VINAYAK alias RAHUL DINANTH NAIK, with his wife MRS SAYEE RAHUL NAIK, AND MR AJAY DINANTH NAIK, with his wife MRS SHWETA AJAY NAIK, in respect of the property owned by late Dinanath Rama Naik, duly registered with the Notary ADV VILAS ANANT NAIK, under No. 10550/2012, dated 18/06/2012. (Xerox copy)

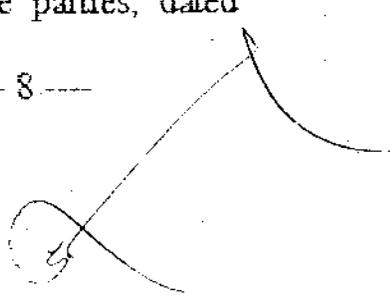
(6) POWER OF ATTORNEY executed by LATA DINANTH NAIK, along with RAMA alias RAJIV DINANTH NAIK, with his wife MRS SIYA alias BINA RAMA NAIK, MRS SAYEE RAHUL NAIK, and MR AJAY DINANTH NAIK, and his wife MRS SHWETA AJAY NAIK, in favour of MR VINAYAK alias RAHUL DINANTH NAIK, duly attested before the Notary Adv VILAS ANANT NAIK, under No. 10542/2012, dated 18/06/2012. (Xerox)

(7) DEATH CERTIFICATE issued by the office of the Registrar of Birth and death, under registration No. D/487/2003, on 21/07/2003, dated 29/07/2003. (Xerox copy)

(8) SUIT FOR PARTITION, dated 11/07/2012, filed by RAMA alias RAJIV DINANTH NAIK, and his wife MRS SIYA alias BINDA RMA NAIK, in the court of CIVIL JUDGE OF 2ND ADL, under SPECIAL CIVIL SUIT NO. 33/2012/II. (Xerox copy)

(9) CONSENT DECREE delivered by the court of CIVIL JUDGE OF 2ND ADL, under SPECIAL CIVIL SUIT NO. 33/2012/II, partitioning the properties and making allotments to the parties, dated 05/12/2012. (Xerox copy)

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(10) DEED OF SALE, executed on 21/06/1991 by SHRI DINANATA RAMA NAIQUE alias DINANATH RAMA NAIK, and M/S RAMA YESHWANT NAIK & SONS, a Partnership firm, of the said FLAT NO. 2, situated on the second floor of the building RAMSON MOTOR HOUSE, of the area admeasuring 54 square metres, at Navelim, in favour of KALPAKA TRANSPORT CO LTD, duly registered with the office of the sub-registrar of salcete under No. 332, at pages 493 to 525, in Book NO. I, Volume No. 216, dated 18/02/1992. (Xerox copy)

(11) DEED OF SALE, executed on 16/04/2004 by KALPAKA TRANSPORT CO LTD, with its office at Calicut, Kerala State, of the said FLAT NO. 2, situated on the second floor of the building RAMSON MOTOR HOUSE, of the area admeasuring 54 square metres, at Navelim, in favour of MR RAHUL DINANATH NAIK, duly registered with the office of the sub-registrar of salcete under No. 1541, at pages 71 to 92, in Book NO. I, Volume No. 1629, dated 10/05/2004. (Xerox copy)

(12) HOUSE TAX RECEIPTS of the above referred shops/flats/office are bearing House Nos. 6/902, 6/619, 6/620, 6/621, 6/622, 6/623, 6/624, and 6/625, issued by the Margao Municipal council paid up to the financial year 2012-13. (Xerox copies)

(13) ELECTRICITY BILL CUM RECEIPTS of the above referred shops/flats/office are bearing House Nos. 6/902, 6/619, 6/620, 6/621, 6/622, 6/623, 6/624, and 6/625, issued by the Electricity department, paid up to date. (Xerox copies)

(14) NIL CERTIFICATE OF ENCUMBRANCE, of the PLOT NO. 1, of area admeasuring 2707 square metres, including the premises situated on the plot, issued by the office of the sub-registrar of salcete, under No _____ of 2013, from 01/01/1997 till date. (Xerox copy)

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(III) TRACING OF PARTIES TITLE TO THE PROPERTY

i) The said Bigger property as mentioned in SCHEDULE I, was belonging to the late DINANATH NAIK, and his Brothers, which they had partitioned between the brothers as per the PARTITION DEED 26th of October, 1983, duly registered with the Sub-registrar office of Salcete under No. 349, at pages 349 to 360, in Book No. I, Volume No. 299, dated 18/5/1984, by virtue of which MR DINANATH RAMA NAIK, and his wife MRS LATA DINANATH NAIK, became the absolute OWNERS of the property mentioned in SCHEDULE I.

ii) The said DINANATH NAIK, AND his wife MRS LATA DINANATH NAIK, along with M/S SITARA MOTORS PVT LTD, have mortgaged the SHOW ROOM of 234.00 square metres, situated on the said property to GOA URBAN CO-OPERATIVE BANK LTD, Margao, against the credit facility of Rs 5,00,000/- (Rs Five lacs only) as per the DEED OF ENGLISH MORTGAGE dated 19th April, 2003, duly registered with the office of the sub-registrar of salcete, under No. 1389, at pages 31 to 70, in Book NO. I, Vollume No. 1470, dated 08/05/2003.

iii) The said building RAMSON MOTOR HOUSE, consists of various premises situated on the ground, first, and second floor, The above referred shops/flats/office are bearing House Nos. 6/902, 6/619, 6/620, 6/621, 6/622, 6/623, 6/624, and 6/625.

iv) The said OWNER MR DINANATH RAMA NAIQUE alias DINANATH RAMA NAIK, along with his wife MRS LATA DINANATH NAIK, along with M/S RAM YESHWANT NAIK & SONS, a Partnership firm have by a DEED OF SALE, dated 21/06/1991, sold the FLAT NO. 2, situated on the second floor of the building known as RAMSON MOTOR HOUSE, at Navelim, to KALPAKA TRANSPORT CO, LTD, a Ltd company with office at Calicut, Kerala, duly registered with the office of the sub-registrar of salcete, under No. 532, at pages 493 to 525, in Book No. I, Volume

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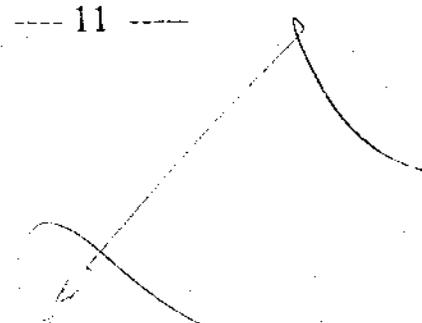
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No. 216, dated 18/02/1992, vide which the said KALPAKA TRANSPORT COMPANY LTD. became the absolute OWNER of the said FLAT NO. 2.

v) The said OWNER KALPAKA TRANSPORT CO. LTD, a Ltd company with office at Calicut, Kerala, have by a DEED OF SALE, dated 21/06/1991, sold the FLAT NO. 2, situated on the second floor of the building known as RAMSON MOTOR HOUSE, at Navelim, to MR RAHUL DINANATH NAIK, duly registered with the office of the sub-registrar of salcete, under No. 1541, at pages 11 to 92, in Book No. I Volume 1629, dated 10/05/2004, vide which MR RAHUL DINANATH NAIK, became the absolute OWNER of the said FLAT NO. 2, situated in the said building situated on the PLOT NO. 1.

vi) The said DINANATH RAMA NAIK, expired on 15th July, 2003, and upon his death his property was devolved unto his moiety sharer MRS LATA DINANATH NAIK, and his three children ie Son MR RAMA alias RAJIV DINANATH NAIK, married to SIYA alias BINDA RAMA NAIK, MR VINAYAK alias RAHUL DINANATH NAIK, married to MRS SAYEE RAMA NAIK, MR AJAY DINANATH NAIK married to SHWETA AJAY NAIK, by virtue of DEED OF SUCCESSION dated 5th August, 2003, drawn by the Notary Ex-Officio of salcete under No. 31/99, dated 07/08/2003.

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UDAY CHODNEKAR
ADVOCATE: CIVIL, CRIMINAL, TAXATION

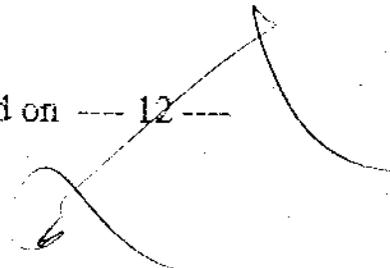
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vii) Thereafter the said OWNERS/HEIRS, have by an MEMORANDUM OF UNDERSTANDING, dated 18/06/2012, agreed in the said MOU, that properties specified in the MOU, are allotted to the respective parties, and as such MR RAHUL DINANATH NAIK, has been allotted the PLOT NO. 1 of the area admesuring 2707 square metres, along with the buildings structures, on the said property, AND MAPUSA SHOP situated on the ground floor of the VRINDAVAN HOSPITAL, which was a Leased premises.

viii) As per the MEMORANDUM OF UNDERSTANDING, dated 18/06/2012, MR RAHUL DINANATH NAIK, and his wife MRS SAYEE RAHUL NAIK, has been allotted the said property as mentioned in SCHEDULE II, it is not TITLE DOCUMENT OF THE SAID PROPERTY, but it is a temporary arrangement and understanding between the OWNERS, but does not give absolute TITLE OF OWNERSHIP to the Individual of the allotted property.

ix) The OWNERS ie MRS LATA DINANATH NAIK, wife of late DINANATH RAMA NAIK, along with RAMA alias RAJIV DINANATH NAIK, with his wife MRS SIYA alias BINDA RAMA NAIK, MRS SAYEE RAHUL NAIK, and MR AJAY DINANATH NAIK, with his wife MRS SHWETA AJAY NAIK, have given a Power of attorney to MORTGAGE the property allotted to MR VINAYAK alias RAHUL NAIK, with any Bank as security for the loan.

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UDAY CHODNEKAR
ADVOCATE: CIVIL, CRIMINAL, TAXATION

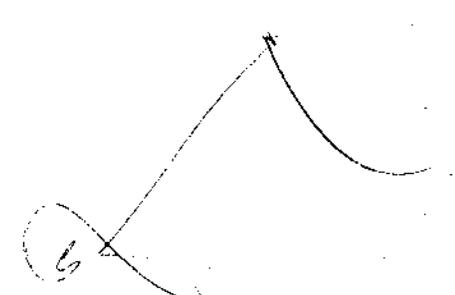
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x) The said RAMA alias RAJIV DINANATH NAIK, and his wife MRS SIYA alias BINDA RAMA NAIK, have filed a SPECIAL CIVIL SUIT NO 33/2012/2ND ADL. at Margao, against MRS LATA DINANATH NAIK, MR VINAYAK alias RAHUL DINANATH NAIK, and his wife MRS SSAYEE RAHUL NAIK, AND MR AJAY DINANATH NAIK. and his wife MRS SWETA AJAY NAIK, dated 11/07/2012. and thereafter the consent DECREE was decided by the COURT OF THE IIND ADL. Margao, dated 05/12/2012. and as per the said DECREE, MR VINAYAK alias RAHUL DINANATH NAIK, and his wife MRS SAYEE RAHUL NAIK, became the OWNER of the said property as mentioned in SCHEDULE II, as above along with the building existing on the said plot of land.

xi) Now the said OWNER MR VINAYAK alias RAHUL DINANANTH NAIK, is constructing the buildings on the said plot of land as per the construction Licence issued by the Margao Municipal council, under No. A/114/12-13, consisting of flats/Shops/godowns etc. which plan was duly approved by the South Goa and planning and development authority, under No. SGPDA/P/5444/2170/12-13, dated 30/01/2013.

xii) Now the said OWNER MR VINAYAK alias RAHUL DINANATH NAIK, intends raising TERM LOAN from the GOA URBAN CO-OPERATIVE BANK LTD, Margao, against the ENGLISH MORTGAGE of the said PLOT NO. 1, along with existing buildings, and the new construction.

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UDAY CHODNEKAR
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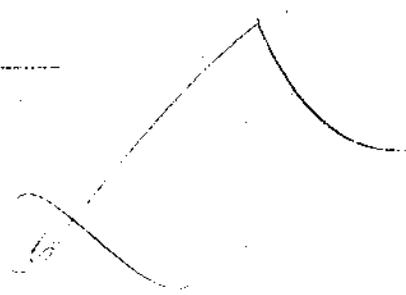
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LEGAL OPINION

From the Scrutiny of the documents and search of relevant records I have found that the TITLE of the OWNERS MR. RAHUL DINANATH NAIK, and his wife MRS SAYEE RAHUL NAIK, in respect of the PLOT NO. 1, admeasuring 2707 square meres, along with the existing building consisting of shops/Flats, workshop, etc, can be MORGAGED to the GOA URBAN CO-OPERATIVE BANK LTD, Margao, and the said PLOT NO. 1, along with the premises situated in the said building, is having a clean, clear, and readily Marketable Title.

I am further of the Opinion that MR VINAYAK alias RAHUL DINANATH NAIK, along with his wife MRS SAYEE RAHUL NAIK, can MORTGAGE the said PLOT No. 1, of the area admeasuring 2707 square metres, along with the existing Buildings, structures, PLUS the NEW CONSTRUCTION of the buildings to the BANK, under ENGLISH MORTGAGE, to be registered with the office of the sub-registrar of Salcete, for seeking the TERM LOAN.

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UDAY CHODNEKAR
ADVOCATE: CIVIL, CRIMINAL, TAXATION

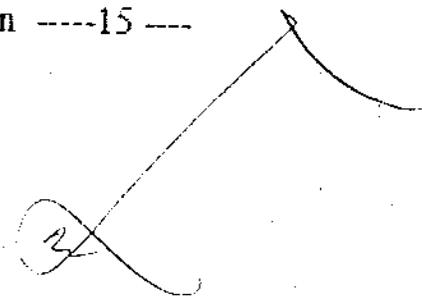
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I did not come across any encumbrance, charge or lien on the said plot of land situated on the property as mentioned above, and admeasuring 2707.00 square metres, surveyed under chalta Nos. 1(A) of P. T SHEET NO. 293, chalta No. 13, 14(A), 15, 16, 17, 21 of the P. T. Sheet No. 293, and chalta No. 44 of P. T. Sheet No. 281 of Margao cit survey record and now the same is resurveyed and the new resurvey numbers are chalta Nos. 17, 18, and 21 of P. T. Sheet No. 282, and chalta Nos. 44, 46, 47 and 48 of P. T. Sheet No. 281.

THE PARTY SHOULD submit the following DOCUMENTS for the pupose of ENGLISH MORTGAGE of the said property, to their bank.

- (1) Deed of PARTITION, dated 22nd August, 1983, executed by the OWNERS, MR DINANATH RAMA NAIK, and others, of the four properties, A, B, C, AND D, duly registered with the office of the sub-registrar of Salcete, under no. 1022, at pages 349 to 360, of Book No. 1, Volume No. 299, dated 18/05/1984 (Xerox Certified copy)
- (2) Deed of SUCCESSION dated 05th May, 2003, drawn by the Notary Ex-Officio of Salcete, upon the death of DINANATH RAMA NAIK, under No. 31/99, dated 07/08/2003. (Xerox certified copy)

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UDAY CHODNEKAR
ADVOCATE: CIVIL, CRIMINAL, TAXATION

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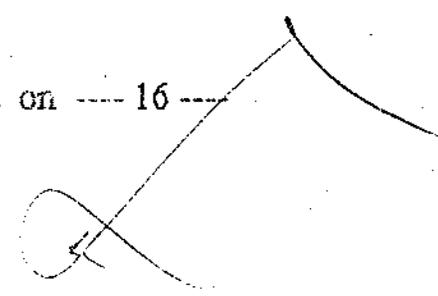
(3) DEED OF ENGLISH MORTGAGE, executed on 19th April, 2003, by M/S SITARA MOTORS PVT LTD, through its Managing Director MR RAHUL DINANATH NAIK of the said SHOW ROOM, of the area admeasuring 234.00 square metres, on the ground floor of the building RAMSONS MOTOR HOUSE, at Navelim, in favour of GOA URBAN CO-OPERATIVE BANK LTD, duly registered with the office of the sub-registrar of salcete, under No. 1389, at pages 31 to 70, in Book I, volume NO. 1470, dated 08/05/2003. (Xerox copy)

(4) DEED OF RELEASE, dated 12/12/2012, executed by GOA URBAN CO-OPERATIVE BANK LTD, in favour of LATA DINANATH NAIK, and others duly registered with the office of the sub-registrar of salcete, under No. MGO-BK1-01214-2013, CD NUMBER MGOD67, dated 05/03/2013. (Xerox copy)

(5) NIL CERTIFICATE of Encumbrance of the plot of land along with the existing building, consisting of SHOPS/FLATS/SHOW ROOM, etc, issued by the office of the sub-registrar of Salcete, under No. ___ of 2012, for the period from 01/01/1997 till ___/03/2013, dated ___/___/2013. (ORIGINAL)

(6) DEED OF SALE, executed on 21/06/1991 by SHRI DINANATA RAMA NAIQUE alias DINANATH RAMA NAIK, and M/S RAMA YESHWANT NAIK & SONS, a Partnership firm, of the said FLAT NO. 2, situated on the second floor of the building RAMSON MOTOR HOUSE, of the area admeasuring 54 square metres, at Navelim, in favour of KALPAKA TRANSPORT CO LTD, duly registered with the office of the sub-registrar of salcete under No. 332, at pages 493 to 525, in Book NO. I, Volume No. 216, dated 18/02/1992. (ORIGINAL)

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(7) DEED OF SALE, executed on 16/04/2004 by KALPAKA TRANSPORT CO LTD, with its office at Calicut, Kerala State, of the said FLAT NO. 2, situated on the second floor of the building RAMSON MOTOR HOUSE, of the area admeasuring 54 square metres, at Navelim, in favour of MR RAHUL DINANATH NAIK, duly registered with the office of the sub-registrar of salcete under No. 1541, at pages 71 to 92, in Book NO. I, Volume No. 1629, dated 10/05/2004. (ORIGINAL)

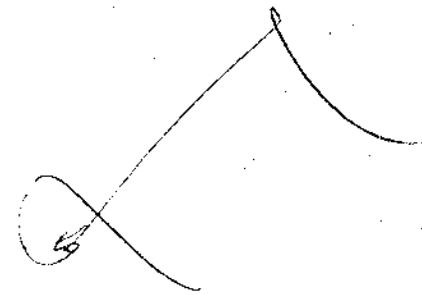
(8) HOUSE TAX RECEIPTS of the above referred shops/flats/offices (8 Premises) are bearing House Nos. 6/902, 6/619, 6/620, 6/621, 6/622, 6/623, 6/624, and 6/625, issued by the Margao Municipal council, paid up to the financial year 2012-13. (ORIGINALS)

(9) ELECTRICITY BILLS CUM RECEIPTS of the above referred shops/flats/office (8 PREMISES) are bearing House Nos. 6/902, 6/619, 6/620, 6/621, 6/622, 6/623, 6/624, and 6/625, issued by the Electricity department, paid up to date. (ORIGINALS)

(10) ENGLISH MORTGAGE of the property executed by VINAYAK alias RAHUL DINANATH NAIK, along with PLOT NO. 1, with existing buildings with shops/flats/godowns etc, (8 Premises) along with NEW CONSTRUCTION, in favour of BANK duly registered with the office of the sub-registrar of salcete. (ORIGINAL)

(11) SUIT FOR PARTITION, dated 11/07/2012, filed by RAMA alias RAJIV DINANATH NAIK, and his wife MRS SIYA alias BINDA RMA NAIK, in the court of CIVIL JUDGE OF 2ND ADL, under SPECIAL CIVIL SUIT NO. 33/2012/II. (Xerox certified copy)

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Superintendent

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IN THE COURT OF THE IIND ADDL.CIVIL JUDGE SENIOR DIVISION AT MARGAO

Special Civil Suit No. 33/2012/II.

1.Mr. Rama alias Rajiv Dinanath Naik
Son of late Shri Dinanath Rama Naik,
Aged about 42 years, businessman,
And his wife,

2. Mrs. Siya alias Binda Rama Naik,
Aged about 41 years, housewife,
Both residents of "Bombi House"
H.N.E-74, behind New Telephone
Exchange, Margao Goa.

...Plaintiffs

V/s

1.Mrs. Lata Dinanath Naik,
Widow of late Shri Dinanath Rama Naik,
Of major age, housewife,
Residing at "Bombi House"
H.No.E-74, behind New Telephone
Exchange, Margao, Goa.

2. Mr. Vinayak alias Rahul Dinanath Naik,
Son of late Shri Dinanath Rama Naik,
Aged about 40 years, businessman,
And his wife,

3. Mrs. Sayee Rahul Naik,
Aged about 36 years, housewife,

Both residents of Flat No.317,

Ech 6-B

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION AT
MARGAO

Special Civil Suit No. of 2012.

Mr. Rama alias Rajiv Dinanath Naik & anr. ...Plaintiffs

V/s

Mrs. Lata Dinanath Naik & ors. ...Defendants.

CONSENT TERMS

The parties to the suit have compromised the suit on the following terms and conditions:-

1. The Plaintiffs are allotted the following properties:-

a) Part of the residential house known as "BOMBI HOUSE" with plot which forms part of the property known as "BOGTACHO DANDO alias COMBA" situated in the City of Margao, within the limits of Margao Municipal area, Taluka and Sub District of Salcete, District of South Goa and State of Goa and the said whole property is described in the Land Registration Office of Salcete under no. 4236 at page 226 overleaf of Book B No. 17 Old Series and no. 29640 at page no. 85 overleaf of Book B no. 76 new series and inscribed under no. 20218 at page 165 overleaf of Book G no. 25 and no. 23669 at page 106 of Book G no. 29 respectively and the property described under no. 4236 is enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 1223 and bounded on the East by public road, on the West by the property of the heirs of Gopal Sinai Virgincar, on the North by



[Handwritten signatures and names]
 R. Haik B. Haik J. Haik
 B. Haik B. Haik B. Haik

metres wide road through the land surveyed under Chalta no. 58 of P. T. Sheet No. 233. This access is commonly shared by the successors of Shri. Dinanath Rama Naik and successors of Shri. Yeshwant Vassudev Naik. The right of access to this property goes alongwith the property itself. The premises belonging to the parties and allotted to the Plaintiffs are shop nos. 8, 9 & 10 located on the ground floor and Office nos. 1 & 2 located on the first floor of the building Sitara Co-Operative Residential Housing Society Ltd. Situated at Comba Margao Goa. The super built up area of the Shop nos. 8, 9 & 10 is 79.20 sq. ms. and that of office nos. 1 & 2 is 166 sq. ms. (app.)

c) Tenancy rights in the Western part of shop which is on lease with M/s Rama Yeshwant Naik & Sons and it is situated at Panaji in the premises belonging to Shri. Mamai Kamat family and the said western part of the shop admeasures 48.00 sq. mts. is forming part of the land surveyed for the purpose of City Survey records of Panaji under Chalta no. 8 of P. T. Sheet No. 35 and this western portion is bounded on the East by the remaining part of the shop on lease with M/s Rama Yeshwant Naik & Sons, on the West shop belonging to Mamai Kamat family, on the North by public road and on the South by house property belonging to Shri. Mamai Kamat family.



d) Plot no. 17 admeasuring 300 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page

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77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot no. 17 forms part of the land surveyed under Chalta no. 13(part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by Plot no. 15 of the same property, on the West by six meters wide road, on the North by plot no. 16 of the same property and on the South by plot no. 18 of the same property;

e) Plot no. 18 admeasuring 300 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD" situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are



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surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot forms part of the land surveyed under Chalta no. 13(part) and 45(part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by Plot no. 15 of the same property, on the West by six metres wide road, on the North by plot no. 17 of the same property and on the South by eight metres wide road.

f) Plot no. 22 admeasuring 495 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa (situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matríz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T.



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S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot no. 22 forms part of the land surveyed under Chalta no. 13(part) and 45 (part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by six metres wide road, on the West by plot no. 23 of the same property, on the North by plot no. 21 of the same property and on the South by eight metres wide road.

g) Plot no. 23 admeasuring 800 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matríz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot no. 23 forms part of the land surveyed under Chalta no. 45(part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East



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by plot no. 22 of the same property, on the West by the property of Shri. Luis Brito and others, on the North by plot no. 20 of the same property and on the South by eight metres wide road;

h) Plot no. 19 admeasuring 288 sq. mts. (approx.) properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot forms part of the land surveyed under Chalta no. 45 (part) and 16 of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by six metres wide access road, on the West by open space of the property, on the North by open space of the property and on the South by the plot no. 20 of the same property.



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i) Plot no. 20 admeasuring 688.00 sq. mts. properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matríz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot no. 20 forms part of the land surveyed under Chalta no. 45 (part) and 47 of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by six mts. wide access road and plot no. 21 of the same property, on the West by the property of Shri. Luis Brito and others, on the North by plot no. 19 and open space of the same property and on the South by plot no. 22 and 23 of the same property;

j) Plot no. 21 admeasuring 351.00 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of

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Salcete, District of South Goa and State of Goa situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot no. 21 forms part of the land surveyed under Chalta no. 45 (part) and 46 of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by six metres wide access road, on the West and North by plot no. 20 of the same property and on the South by plot no. 22 of the same property.



k) Flat no. F-1 admeasuring 78.67 sq mts. located on the First Floor of the building Bhardwaj Apartment A situated in the property surveyed under no. 12/7 of village Ponda and the said whole property is describe din the Land Registration Office of Ilhas, Panaji Goa under no. 311 of Book B-4 Old and also enrolled in the Matriz records of the Taluka Revenue Office of Ponda under no. 423 and 425.

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- 1) Old Chevrolet belair car bearing registration No. GDA 2833.
2. The following properties are allotted to the Defendants nos. 2 and 3:-

a) Plot no. 1 of the property known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa alongwith the building known as Ramsons Motor House and its workshop and the said plot no. 1 is bounded on the East by 8.00 mts. wide road, on the West by the National Highway No. 17, on the North by the property of Shri. Luis Brito and others and on the South by the 10.00 mts. wide road; The area of the plot is 2660 sq. mts. and 47.00 sq. mts. additional area of a triangular portion from the plot no. 23 thereby totalling 2707 sq. mts. In this plot no. 1 there is building known as Ramson Motor House. This building comprises of ground and two floors having seven shops, six flats, one office premises and an open area on the 2nd floor and the details are as follows:-

The Ground floor consists of 3 shops lying at the North end admeasures built up area of 173 sq. mts. Four shops lying on the South end of the same building admeasures built up area of 232 sq. mts.

On the ground floor of the above referred building there exist a closed workshop shed and service centre with a total built up area of 405.26 sq. mts. and open shed of 73 sq. mts. with House No. 6/626 which is bounded on the east by open plot and a road thereafter, on the West by

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Ramson Motor House – 2nd floor building, on the South by a road and on the North by property of Luis Britto and others.

The First Floor of the said Building consists of four flats and one office premises:-

- a) Flat No. 1 admeasuring a total built up area of 78.75 sq. mts. and the same is bounded on the East by workshop shed, on the West by Flat No. 2, on the North by area left for side set back and on the South by staircase and remaining part of the Floor.
- b) Flat No. 2 admeasuring a total built up area of 117.00 sq. mts. bounded on the East by Flat No. 1, on the West by front set back and thereafter road, on the North by area left for side set back and on the South by stair case and remaining part of the floor.
- c) Flat no. 3 admeasuring a total built up area of 78.76 sq. mts. bounded on the East by workshop shed, on the West by flat no. 4, on the North by flat nos. 1 & 2 and on the South by set back and thereafter road.
- d) Flat no. 4 admeasuring a total built up area of 117 sq. mts. bounded on the East by flat no. 1, on the West by front set back and road thereafter, on the North by flat nos. 1 & 2 and on the South by side set back and 10.00 mts. road thereafter.

The Second Floor consists of four flats:-

- a) Flat No. 1 admeasuring a total built up area of 78.75 sq. mts. bounded on the East by workshop shed, on the West by flat no. 2, on the North by area left for side set back and on the South by staircase and remaining part of the floor.

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b) Flat no. 3 & 4 which consists of an area of 215 sq. mts. approximately and the entire area of both these flats together is bounded on the East by workshop shed, on the West by front set back and thereafter road, on the North by Flat No. 1 & 2 and on the South by side set back and thereafter road.

The above referred shops/flats/office are bearing House Nos. 6/902, 6/619, 6/620, 6/621, 6/622, 6/623, 6/624, 6/625.

b) Lease Hold rights in Mapusa Shop which is on lease with M/s RAMA YESHWANT NAIK & SONS and the same belongs to the family Dr. Mrs. Ratan Naik and her family and it is forming part of the land surveyed under Chalta no. 78, 78A and 78B of P. T. Sheet No. 135 of Mapusa City Survey records and the same is having an area of 46.50 sq. mts. and the same is located on the ground floor of the building known as "VRINDAVAN HOSPITAL".

3. The following properties are allotted to the Defendants nos. 4 and 5:-

a) Lease hold rights in the Eastern part of shop which is on lease with M/S RAMA YESHWANT NAIK & SONS and it is situated at Panaji in the premises belonging to Mamai Kamat family and the said eastern part of the shop admeasures 48.00 sq. mts. is forming part of the land surveyed for the purpose of City Survey records of Panaji under Chalta no. 8 of P. T. Sheet No. 35 and this eastern portion is bounded on the East by shop belonging to Mamai Kamat family, on the West by the remaining part of the shop on lease with M/s Rama Yeshwant Naik & Sons, on the North by public road and on the South by house property belonging to Shri. Mamai Kamat family;

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b) Plot no. 14 admeasuring 900 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot no. 14 forms part of the land surveyed under Chalta no. 13(part) and 45(part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by plot no. 13 of the same property, on the West by plot nos. 15 and 16 of the same property, on the North by open space and on the South by 8.00 mts. wide road.

c) Plot no. 15 admeasuring 690 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of

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The building scheme Sitara Co-Operative Residential Housing Society Ltd. is built on a plot of land which plot is of the property known as "BOGTANCHO DANDO alias COMBA" and situated at Comba Margao, within the limits of Margao Municipal area, Taluka and Sub District of Salcete, District of South Goa and State of Goa and the said whole property is described in the Land Registration Office of Salcete under no. 4236 of Book B-17 (old Series) and 29640 of Book B\76(new) and enrolled in the Matríz records of the Taluka Revenue Office of Salcete under no. 1222 & 1223 and the property described under no. 4236 is enrolled in the Matríz records of the Taluka Revenue Office of Salcete under no. 1223 and bounded on the East by public road, on the West by the property of the heirs of Gopal Sinai Virgincar, on the North by the property of the heirs of Shri. Jose Bento Dias and on the South by the property of Bombi Naik and the property described under no. 29640 is enrolled in the Matríz records of the Taluka Revenue Office of Salcete under no. 1222 and bounded on the East by public road and the property of Shri. Teodolinda Pacheco, on the West by the property of the heirs of Esvonta Visnum Naique alias Bombi, on the North by the properties of Ricardo Antonio da Piedade e Costa and Gopal Virgincar, public road and property of Shri. Siurama Quencro and on the South by the property of Xembu Atmarama Poi Palondicar and of the said Teodolinda. And the said plot is a distinct part of the property which is surveyed under Chalta no. 59 of P. T. Sheet No. 233 and it admeasures 833.00 sq. mts. and the said plot is at present bounded on the East by ten metres wide proposed road, on the West by the property of late Dinanath Rama Naik, on the North by the six metres wide road and on the South by the property of Xembu Atmarama Poi Palondicar. This property is having an access of six



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Salcete, District of south Goa and State of Goa within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot no. 15 forms part of the land surveyed under Chalta no. 13(part) and 45(part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by plot. 14 of the same property, on the West by plot nos. 17 and 18 of the same property, on the North by plot no. 16 of the same property and on the South by eight metres wide road;

Plot no. 16 admeasuring 668 sq. mts. of the properties known as "COLMOROD" and "RAQUESMOROD" of the cultivation of paddy field and barren land, situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and forming part of the described in the Land Registration office of

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Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 2051 at page 59 of Book B 31 new series and No. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and the said whole properties are surveyed under Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and the same are now resurveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 and this plot no. 16 forms part of the land surveyed under Chalta no. 13(part) and 45(part) of P. T. S. No. 293 of Margao City Survey records and it is bounded on the East by plot no. 14 of the same property, on the West by six metres wide road, on the North by the open space and on the South by plot nos. 15 and 17 of the same property;

e) The premises which is a shop and the land situated within the limits of Margao Municipal Council and is surveyed for the purpose of City Survey Record of Margao City under Chalta No. 274 of P. T. sheet No. 238 and it admeasures 165 sq. mts. approximately; Chalta no. 273 of P. T. S. No. 238 admeasuring about 43.00 sq. mts.; Chalta no. 275 of P. T. S. No. 238 admeasuring 22.00 sq. mts.; Chalta no. 276 of P. T. S. No. 238 admeasuring 22.00 sq. mts. and Chalta no. 277 of P. T. S. No. 238 admeasuring 23.00 sq. mts. thereby totalling 275.00 sq. mts. approximately, which is situated in the property and the said property is described in the Land Registration Office of Salcete under no. 22464 of Book B 57 new series and enrolled in the Matriz Records of the



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8. The taxes, liabilities and other dues payable in respect of any of the properties including the Wealth Tax etc. as on today shall be shared equally by the Plaintiffs, the Defendants nos. 2 and 3 and the Defendants nos. 4 and 5. Henceforth all such taxes and liabilities shall be separately borne by each of the parties.

9. The Development in the property surveyed under no. 24/7 and admeasuring 9425 sq. mts. of village Vanelim was started by the Plaintiff no. 1 through the firm M/s SITARA REAL ESTATES during the lifetime of late Shri. Dinanath Rama Naik and some of the plots were already sold and some of the plots have agreed to be sold to different parties and the amount was partially received. Henceforth the development charges are to be deducted from the sale price receivable of the said remaining plots and the amount thereafter shall be equally distributable among the Plaintiffs, the Defendants nos. 2 and 3 and the Defendants nos. 4 and 5. However the entire development work shall be looked and managed by the Plaintiff no. 1 alone and the other parties shall execute the necessary irrevocable power of attorney in favour of the Plaintiff no. 1 for execution of the agreements of the agreement of sale of the plots from this property and also to shift the necessary accesses.

10. The Defendant no. 1 shall have the usufructory right in respect of the premises namely Flat no. F-1 admeasuring 78.67 sq mts. located on the First Floor of the building Bhardwaj Apartment A situated in the property surveyed under no. 12/7 of village Ponda and the said whole property is described in the Land Registration Office of Ilhas, Panaji Goa under no. 311 of Book B-4 Old and also enrolled in the Matríz records of the Taluka Revenue Office of Ponda under no. 423

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8. The taxes, liabilities and other dues payable in respect of any of the properties including the Wealth Tax etc. as on today shall be shared equally by the Plaintiffs, the Defendants nos. 2 and 3 and the Defendants nos. 4 and 5. Henceforth all such taxes and liabilities shall be separately borne by each of the parties.

9. The Development in the property surveyed under no. 24/7 and admeasuring 9425 sq. mts. of village Vanelim was started by the Plaintiff no. 1 through the firm M/s SITARA REAL ESTATES during the lifetime of late Shri. Dinanath Rama Naik and some of the plots were already sold and some of the plots have agreed to be sold to different parties and the amount was partially received. Henceforth the development charges are to be deducted from the sale price receivable of the said remaining plots and the amount thereafter shall be equally distributable among the Plaintiffs, the Defendants nos. 2 and 3 and the Defendants nos. 4 and 5. However the entire development work shall be looked and managed by the Plaintiff no. 1 alone and the other parties shall execute the necessary irrevocable power of attorney in favour of the Plaintiff no. 1 for execution of the agreements of the agreement of sale of the plots from this property and also to shift the necessary accesses.

The Defendant no. 1 shall have the usufructory right in respect of the premises namely Flat no. F-1 admeasuring 78.67 sq mts. located on the First Floor of the building Bhardwaj Apartment A situated in the property surveyed under no. 12/7 of village Ponda and the said whole property is described in the Land Registration Office of Ilhas, Panaji Goa under no. 311 of Book B-4 Old and also enrolled in the Matríz records of the Taluka Revenue Office of Ponda under no. 423

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Pravin

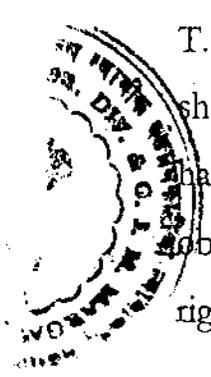
and 425 during her lifetime and she shall enjoy the income derived from the licence fees exclusively of the same premises and the ownership rights shall exclusively vest in favour of the Firm of M/s SITARA REAL ESTATE as against the due amount of Rs. 7,95,326.23 (Rupees Seven Lakhs Ninety Five Thousand Three Hundred and Twenty Six and paise twenty three only) which was payable by late Shri. Dinanath Naik to M/s SITARA REAL ESTATE.

11. Towards the retirement from the Partnership Firm of M/s SITARA REAL ESTATES, the Plaintiffs shall compensate the Defendant no. ~~1~~ 2 by paying the amount Rs. 10,53,000/- (Rupees Ten Lakhs and Fifty Three Thousand Only) within a period of two years towards the entire capital account of the Defendants nos. 2.

12. The rights over the roads, open spaces as well as the shifting of the unsold plots in the properties known as "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and now surveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 shall be exclusively dealt by the Plaintiffs and the other parties shall have no right of whatsoever nature to the same and shall not raise any objection thereto and the Plaintiffs alone shall be entitled to create the rights over the same in favour of any other person.

13. It is clearly understood between the parties that M/S SITARA REAL ESTATES have at the moment developed only a part of the said properties "COLMOROD" and "RAQUESMOROD", situated at

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parties to this deed till the entire development work is over including the Power of attorney executed on 17-10-2003 and 30-09-2005. Since the claim of the occupants of the houses under Chalta nos. 17 and 18 of P. T. S. No. 282 is required to be settled, the Defendants hereby relinquish their rights in respect of Chalta Nos. 17, 18 and 21 of P. T. S. No. 282 in favour of the Plaintiffs so as to enable the Plaintiffs to settle such claims.

16. The parties hereby agree to abide by the Agreement for Development executed on 19th August, 1991 with M/s SITARA REAL ESTATES by virtue of which the said M/s SITARA REAL ESTATES were entitled to develop the said property and divide the same into sub-plots and procure prospective buyers and arrange the sale of the subdivided plots and this agreement for development is hereinafter referred to as "the said Development Agreement" and as per the said Agreement of Development, the parties to this Deed have agreed to pay 60% of the total price to the parties to this deed and 40% of the balance price to the M/s SITARA REAL ESTATES;

17. The tenancy rights of M/s RAMA YESHWANT NAIK & SONS in respect of the tenanted premises shall stand allotted to the respective parties to whom the respective shops are allotted and the rights of the other parties shall stand transferred in favour of such party to whom the shop stands allotted.



In case there are any area, if reduced or found in excess, shall be adjusted between the parties.

19. Due to requirements of set back of 4.75 mts. to the building "SITARA RESIDENCY" which is now under construction by the

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Plaintiffs in the amalgamated plot nos. 12 and 13 jointly in the properties "COLMOROD" and "RAQUESMOROD", situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa, a triangular portion admeasuring 120 sq. mts. approximately on the eastern side of the plot no. 14, as shown in the plan annexed to these terms, is separated from the plot no. 14 of the same property and the same is included to the amalgamated plot nos. 12 and 13 of the same property, thereby the area of the plot no. 14 is now reduced to 900 sq. mts. approximately from the existing area of 1020 sq. mts. and the area of the amalgamated plot nos. 12 and 13 is increased to 1264 sq. mts. approximately from the existing area of 1144 sq. mts. and the new dimensions of the plot no. 13 are having the length of 33.00 and 6.00 mts. (from South to North), on the West the length is 30.00 mts. and 16.00 mts. (from South to North), on the north the width of the plot is 18.00 mts. and on the South the width of the plot is 12.00 mts. and 12.50 mts. (from West to East) as described hereinabove. The new dimensions of the plot no. 14 are on the East 39.00 metres, on West 46.00 metres, on the North 18.00 metres and on the South 12.00 metres plus 12.50 metres. It is clearly understood between the parties that this arrangement is made only with a view to have a set back of 4.50 mts. from the edge of the building to the eastern boundary of the plot no. 14.



20. All the rights and benefits in respect of the 22500 equity shares of M/s SITARA MOTORS PVT. LTD. held by late Shri. Dinanath Rama Naik are unconditionally and exclusively passed on and transmitted in the name of Mr. Rahul Dinanath Naik, the Defendant

[Signature 1] [Signature 2] [Signature 3]

no. 2 as the affairs of the said Company are exclusively run by the Defendant no. 2 as per the arrangements arrived between the parties to this deed and accordingly the book adjustment, if any, are made without having any reflect on the actual accounts of the Company or of the Partnership business or that of the individual business of the parties.

21. Since the existing business in the name of M/s SITARA MOTORS PVT. LTD. is exclusively run by the Defendant no. 2 and the other parties have relinquish their rights and benefits from the Pvt. Ltd. Co., as it was agreed mutually upon the death of late Shri. Dinanath Rama Naik that such business shall be exclusively looked after and enjoyed and possessed by the Defendant no. 2 alone and accordingly, whatever nature of the documents required for transfer and transmission of the shares registered in the name of late Shri. Dinanath Rama Naik shall be executed between all the parties, thereby the Defendant no. 1, the Plaintiff no. 1 and the Defendant no. 4 have relinquished their individual rights and benefits from the Private Ltd. Company and exit peacefully from the said business without claiming any compensation or reward from the Defendant no. 2;

22. The Partnership business in the name and style of M/S SITARA REAL ESTATE is already allotted to the Plaintiffs. The Defendant no. 2 and 4 have executed the necessary deed of retirement by joining the Plaintiffs as parties to the said deed of retirement so that the Plaintiffs shall continue the same Partnership business.

23. The Partnership business in the name style of M/s RAMSONS, is hereby allotted to the Defendant no. 4 and 5. A separate deed of



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retirement have been executed between the parties thereby and the Plaintiff no. 1 and the Defendant nos. 1 and 2 who are partners in the said Firm relinquished their rights from the said Partnership firm and have exited peacefully from the said business, by making notional book entries, without claiming any compensation or reward from the Defendant no. 4.

24. The Defendants hereby relinquish their rights in respect of the reserved accesses surveyed under Chalta no. 58 of P. T. S. No. 233 of Margao City Survey record in favour of the Plaintiffs.

25. The Plaintiffs and the Defendants shall cooperate with each other for the purpose of signing any further deeds or applications or affidavits etc. as may be required by any other parties so as to enable the respective party to get the Government records transferred in the names of respective parties including in the survey records.

26. The existing gold ornaments weighing 2,300 gms., which is also inherited from grand parents, is equally distributed among the Plaintiffs and the Defendants and the Plaintiffs received 575 gms. of gold ornaments, the Defendant no. 1 all the four parties and each of the party has received 575 gms. received 575 gms. of gold ornaments, the Defendants nos. 2 and 3 received 575 gms. of gold ornaments and the Defendants nos. 4 and 5 received 575 gms. of gold ornaments.



27. The plots of the property known as "COLMOROD" and "RAQUESMOROD", situated at Navelim are approved by the South Goa Planning and Development Authority under their letter no. SGPDA/P/377/426/04-05 dated 11-06-04 having Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293 and Chalta nos. 44, 46, 47

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and 48 of P. T. S. No. 281. However the Plaintiff no. 1 is hereby authorised to move the appropriate authorities for correction of the plot numbers as well as of the area of such plots as agreed upon as also when need arises.

28. The parties shall bear their own costs.

29. The suit may kindly be decreed on the above terms.

Margao, 5th day of ~~November~~^{December}, 2012.

The Plaintiffs.

The Defendants.

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. <u>Zonas Municipais</u> 2. <u>R. Nair</u> | <ol style="list-style-type: none"> 1. <u>John Dinamto Alcala</u> 2. <u>Colloquium</u> 3. <u>Brazil</u> 4. <u>John</u> 5. <u>Walt</u> |
|---|---|

Adv. for the Plaintiffs
S. I. Feliciano
Atty 5/12/12

Suit stands
decreed in
terms of settlement
is incorporated
in the consent
terms. Decree shall be
drawn. Proceeds clear.
5/12/2012
C. J. Brown

Compared with original
& found

