

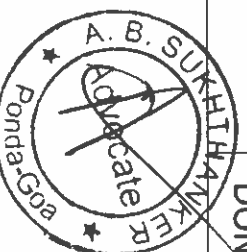
AUDUMBER SUKHTHANKER
B.Sc. L.L.M.
ADVOCATE

CENTRAL MANSION
PONDA - GOA.403-401
PH-2312266 (O)
M-9823669413

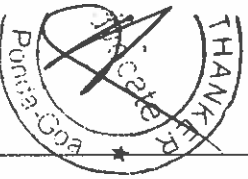
Date:- 16/03/2017

To,
The Chief Manager,
State Bank of India,
Ponda - Goa.

1.	a) Name of the Branch/Business Unit / Office seeking opinion.	State Bank of India, Ponda Goa Branch.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per the letter issued by the Chief Manager.
	c) Name of the Borrower.	SAAD Infrastructure India Pvt. Ltd., a registered Company having its Office at 48/B, Goa Dairy Road, Ganganagar, Curti, Ponda Goa.
2.	a) Name of the unit/ concern/ company/person offering the property/ (ies) as security.	SAAD Infrastructure India Pvt. Ltd., a registered Company having its Office at 48/B, Goa Dairy Road, Ganganagar, Curti, Ponda Goa
	b) Constitution of the unit/ concern /person/body/authority offering the property for creation of charge.	As an owner.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor)	As an owner.
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	All that Plot No.7 admeasuring 3772.55 square meters of the larger property known as "DONXIVORIL BORODO" also known as "DONXIVORIL BORODO POIQUIM



				GALVOTTA" or "DONXIVORIL BOROD POIQUIM GALVOTTA" or "DONXIVORIL BOROD" or "GHANERIVORIL BHARAD" or "DONXIVADEVORIL" or "GALVOTTA" or "DHONSI BHAT", situated at Bandora, within the limits of Village Panchayat of Bandora, Taluka and Registration, Sub - District of Ponda, District of South Goa, in the State of Goa, described in the Land Registration Office of Ilhas under No.20812 at Folio 169 of Book No.B-55 (New) and enrolled in Taluka Revenue Office under Matriz No.432 and Surveyed under Survey No.215/0 of Village Bandora of Ponda Taluka.
		(a) Survey No.		Survey No.215/0 of Village Bandora of Ponda Taluka.
		(b) Door/House no.(in case of house property)		-NA-
		(c) Extent/area including plinth/ built up area in case of house property		That Plot No.7 is admeasuring 3772.55 square meters.
		(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.		That the plot is situated at Bandora, within the limits of Village Panchayat of Bandora, Taluka and Registration, Sub - District of Ponda, District of South Goa, in the State of Goa.
4.		a) Particulars of the documents scrutinized-serially and chronologically, (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.		
	Sr.	Date	Name/ Nature of	Original/ In case of copies



No.	the Document	certified copy/certified extract /photocopy , etc.	whether original was scrutinized by the Advocate
1.	30/11/1984 Deed of Gift	Certified copy	Certified copy
2.	04/11/2009 Deed of Succession	Certified copy	Certified copy
3.	29/12/2011 Deed of Sale	Certified copy	Certified copy
4.	05/12/2012 NOC issued by Town Planning Department	Certified copy	Certified copy
5.	05/08/2014 Conversion Sanad	Certified copy	Certified copy
6.	10/11/2016 Deed of Sale	Original	Original verified.
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? .	All documents mentioned above. That document at Serial No.6 is verified in original.	
6.	a) Whether the records of registrar office or revenue authorities Relevant to the property in question are available for verification Through any online portal or computer system?	No. There is no such system in State of Goa.	
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	No. There is no such system in State of Goa.	
	c) Whether the genuineness of the stamp paper is possible to be	No. There is no such system in State of Goa.	



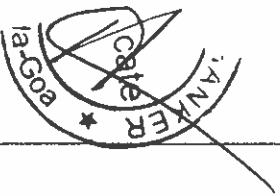
	got verified from any online portal and if so whether such verification was made?	
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub – Registrar of Ponda.
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?	Registration of the property in question is possible in Sub – Registrar of Ponda only. There is no serial wise index maintained at the Office of Sub – Registrar, Ponda Goa.
	c) Whether search has been made at all the offices named at (b) above?	Yes.
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
8.	Chain of title tracing the title from the oldest title deed to The latest title deed establishing title of the property in Question from the predecessors in title/interest to the Current title holder.	a.) That there exists a property known as "DONXIVORIL BORODO" also known as "DONXIVORIL BORODO POIQUIM GALVOTTA" or "DONXIVORIL BOROD POIQUIM GALVOTTA" or "DONXIVORIL BOROD" or "GHANERIVORIL BHARAD" or "DONXIVADEVORIL" or "GALVOTTA" or "DHONSI BHAT", situated at Bandora, within the limits of Village Panchayat of Bandora, Taluka and Registration, Sub – District of Ponda, District of South Goa, in the State of Goa, described in the Land Registration Office of



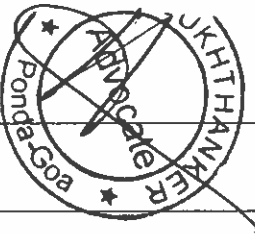
	Ilhas under No.20812 at Folio 169 of Book No.B-55 (New) and enrolled in Taluka Revenue Office under Matriz No.432 and Surveyed under Survey No.215/0 of Village Bandora of Ponda Taluka. b.) That the aforesaid property was originally owned, enjoyed and possessed by Comunidade of Bandora granted the same on "Aforamento" to Shri. Purushuram Nagoji Palang resident of Bandora, Ponda Goa on payment of yearly rent of Rs.5.50/- c.) That interms of an Inventory proceedings instituted in Comarca Court at Panaji after demise of Purushuram Nagoji Palang, said property was allotted to his widow Smt. Radhabai Purushottam Naik Palang towards her moiety share, which allotment was confirmed by Final order dated 28/09/1922 passed in the said proceedings. d.) That Smt. Radhabai Purushottam Naik Palang interms of Will dated 30/03/1953 drawn by Notary of Ilhas at Panaji Shri. Samta Rita Colaco at pages 23 (V) onwards of Book of Wills No.23, bequeathed the said property to her son Shri. Dottu Purushottam Naik Palang. e.) That said Shri. Dottu
--	--



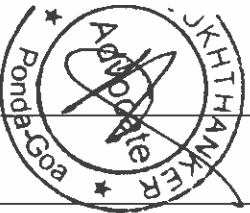
Purushottam Naik Palang effected the payment of sum of Rs.115.50 to Comunidade of Bandora towards remission of ground rent for 21 years in respect of said property, the entry of which payment was recorded under Item No.34 at pages 27(V) to 28(V) of Cash Book No.26 on 07/05/1965 and consequently acquired the ownership rights in the said property.	f.) That interms of Will dated 12/11/1965 recorded by Shri. Xaba Dattaram Sinai Capdi at Folio 25(V) onwards of Book of Wills No.44 said property was bequeathed to Shri. Ramanand Nagoji Naik Palang and Shri. Mahadeo Nagoji Palang.	g.) That after death of Dottu Purushottam Naik Palang on 12/02/1971, his widow Smt. Hirabai Dottu Naik Palang executed Deed of Gift dated 30/11/1984 registered before Sub - Registrar of Ponda under registered No.455 at Folio 163 to 167 Book No.I Volume No.105 dated 05/12/1986, thereby gifting her undivided half share in favour of Shri. Ramanand Nagoji Naik Palang and Shri. Mahadeo Nagoji Palang.	h.) That interms of Deed of Succession dated 04/11/2009 recorded at pages 82 to 83 (V) of Notarial Book of Deeds No.402
--	---	---	--



	before Notary Ex - Officio Ponda Shri. Ramanand Nagoji Naik Palang and Shri. Mahadeo Nagoji Palang were declared to be heirs of late Dottu Purushottam Naik Palang. i.) That upon death of Smt. Radhabai Purushottam Naik Palang, interms of an Order dated 21/10/2008 passed in Inventory Proceedings No.1/1992/A before Civil Judge Senior Division at Panaji, said property was allotted to Shri. Ramanand Nagoji Naik Palang and Shri. Mahadeo Nagoji Palang. j.) That interms of Deed of Sale dated 29/12/2011 registered before Sub - Registrar of Ponda under registered No.393 at pages 34 to 57 Book No.I, Volume No.1998 dated 04/04/2012, Shri. Ramanand Nagoji Naik Palang and Shri. Mahadeo Nagoji Palang along with their respective spouses sold and transferred 40760.00 square meters in favour of M/s. Sunrise Cashew Industries, a partnership firm having its office at Nagargao, Valpoi, Sattari Goa. k.) That Town & Country Planning Department gave its no objection for issuing provisional NOC for Sub - Division Scheme vide its Letter No.Tpp/ Sub-Div/Band/215/12/964 dated 05/12/2012 and Village
--	---



Panchayat gave its NOC vide letter No.VPB/2013-14/527 dated 20/09/2013.	l.) That Plot Nos.29, 42, 43, 44, 45, 46, 54, 55, 57 and 58 were allotted to Shri. Ramanand Nagoji Naik Palang and Shri. Mahadeo Nagoji Palang interms of Agreement dated 29/12/2011.
m.) That Office of Collector, North Goa Panaji gave Conversion Sanad under No.RB/CNV/PON/COLL/09/2012 dated 05/08/2014.	n.) That Town & Country Planning Department gave its final no objection for issuing provisional NOC for Sub – Division Scheme vide its Letter No.Tpp/ Sub-Div/Band/215/2015/592 dated 22/05/2015 and Village Panchayat gave its NOC vide letter No.VPB/Final Noc/2015-16/494 dated 01/06/2015.
o.) That interms of Deed of Sale dated 10/11/2016 registered before Sub – Registrar of Ponda under registered No.2910/16 at pages 233 to 272 Book No.I Volume No.3303 dated 21/11/2016, M/s. Sunrise Cashew Industries sold and transferred Plot No.7 in favour of SAAD Infrastructure India Pvt. Ltd., for ₹1,50,00,000/- (Rupees one crore fifty lakhs only).	



9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	As an owner.
10.	If lease hold, whether;	There is no leasehold right in the property.
	a) lease Deed is duly stamped and registered	"NA" as there is no leasehold right in the property.
	b) lessee is permitted to mortgage the Lease hold right,	"NA" as there is no leasehold right in the property.
	c) duration of the Lease/ unexpired period of lease,	"NA" as there is no leasehold right in the property.
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	"NA" as there is no leasehold right in the property.
	e) Whether the lease hold rights permits for the creation of any superstructure (if applicable)?	"NA" as there is no leasehold right in the property.
	f) Right to get renewal of the lease hold rights and nature thereof.	"NA" as there is no leasehold right in the property.
11.	If Govt. grant/allotment/Lease-cum/ Sale Agreement, whether;	There is no Govt. grant / allotment/Lease-cum/ Sale Agreement in the property.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	"NA" as there is no Govt. grant / allotment/Lease-cum/ Sale Agreement in the property.
	the mortgagor is competent to create charge on such property,	"NA" as there is no Govt. grant / allotment/Lease-cum/ Sale Agreement in the property.
	whether any permission from Govt. or any other authority is	"NA" as there is no Govt. grant / allotment/Lease-cum/ Sale

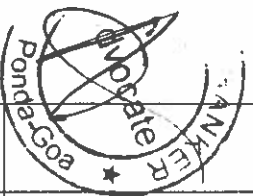


	required for creation of mortgage and if so whether such valid permission is available.	Agreement in the property.
12.	If occupancy right, whether;	Yes.
	a.) Such right is heritable and transferable,	Yes.
	b) Mortgage can be created.	Yes.
13.	Nature of Minor's interest, if any and if so, whether creation of Mortgage could be possible, the modalities/procedure to be Followed including court permission to be obtained and the Reasons for coming to such conclusion.	There is no minors interest in the property.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	There is no Deed of Gift in the chain of title for last 30 years.
	a) The Gift/Settlement Deed is duly stamped and registered;	"NA" as there is no Deed of Gift in chain of title.
	b) The Gift/Settlement Deed has been attested by two witnesses;	"NA" as there is no Deed of Gift in chain of title.
	c) The Gift/Settlement Deed transfers the property to Donee;	"NA" as there is no Deed of Gift in chain of title.
	d) Whether the Donee has accepted the gift by signing the Gift/ Settlement Deed or by a separated writing or by implication Or by actions;	"NA" as there is no Deed of Gift in chain of title.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	"NA" as there is no Deed of Gift in chain of title.
	f) Whether the Donee is in possession of the gifted property;	"NA" as there is no Deed of Gift in chain of title.
	g) Whether any life interest is reserved for the Donor or any	"NA" as there is no Deed of Gift in chain of title.



 ADVOCATE GENERAL
 GOVERNMENT OF KARNATAKA

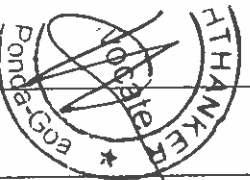
	other person and whether there is a need for any other person to join the creation of mortgage;	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	"NA" as there is no Deed of Gift in chain of title.
15.	(a) In case of partition/family settlement deeds, whether the Original deed is available for deposit. If not the modality/ procedure to be followed to create valid and enforceable mortgage,	There is no Deed of Family partition in the chain of title.
	(b) Whether mutation has been effected and whether the Mortagor is in possession and enjoyment of his share,	"NA" as there is no Deed of Family partition in chain of title.
	(c) Whether the partition made is valid in law and the Mortagor has acquired a mortgagable title thereon,	"NA" as there is no Deed of Family partition in chain of title.
	(d) In respect of partition by a decree of court, whether such Decree has become final and all other conditions/ formalities are completed/complied with,	
	(e) Whether any of the documents in question are executed In counter parts or in more than one set? If so, additional Precautions to be taken for avoiding multiple mortgages?	"NA" as there is no Deed of Family partition in chain of title.
16.	Whether the title documents include any testamentary documents /wills?	There is no Deed of Will in the chain of title for last 30 years.
	(a) Incase of wills, whether the	"NA" as there is no Deed of Will in



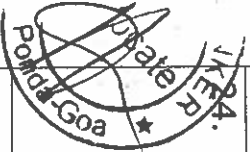
	will is registered will or unregistered will?	chain of title.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	"NA" as there is no Deed of Will in chain of title.
	(c) Whether the property is mutated on the basis of will?	"NA" as there is no Deed of Will in chain of title.
	(d) Whether the original will is available?	"NA" as there is no Deed of Will in chain of title.
	(e) Whether the original death certificate of the testator is available?	"NA" as there is no Deed of Will in chain of title.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	"NA" as there is no Deed of Will in chain of title.
17.	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church /temple or any religious/other institutions having any restriction in creation of charges on such properties?	Property does not belong to church /temple or any religious/other institutions.
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Nil
18.	(a) Where the property is a HUF/ Joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection /join in execution, minor's share if any, rights of female members etc.	Property does not belong to HUF, etc.
	(b) Please also comment on any other aspect which may	Property does not belong to HUF, etc.



	adversely affect the validity of security in such cases?	
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Property does not belong to trust, etc.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Property does not belong to trust, etc.
	(c) If so additional precautions / permissions to be obtained for creation of valid mortgage?	Property does not belong to trust, etc.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Property does not belong to trust, etc.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	That Office of Collector, North Goa Panaji has issued Conversion Sanad under No.RB/CNV/PON/COLL/09/2012 dated 05/08/2014.
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	That Office of Collector, North Goa Panaji has issued Conversion Sanad under dated 05/08/2014.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	Yes.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz.	That Office of Collector, North Goa Panaji has issued Conversion Sanad under dated 05/08/2014.



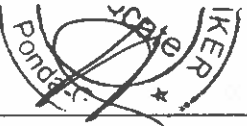
	Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	As per documents, No.
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	As per documents, No.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	As per the documents produced there are no litigations pending or concluded.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	As per the documents produced there are no litigations pending or concluded.
	(c) Whether the title documents have any court seal/marking which points out any litigation/ attachment /security to court in respect of the property in question? In such case please comment on such seal/ marking.	Nil
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	The property/ Plot No.7 to be mortgaged does not belong to partnership firm.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed	The property/ Plot No.7 to be mortgaged does not belong to partnership firm.



as per applicable laws?	
(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	The property/ Plot No.7 to be mortgaged does not belong to partnership firm.
25. Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	The resolution of Board of Directors to be obtained for borrowing and execution of documents. The certificate from ROC to be obtained in respect of any charge existing on the property. Articles of Association, Certificate of Registration, memorandum, to be obtained and kept for banks records.
26. In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	The property/ Plot No.3 to be mortgaged does not belong to Society, Association, etc.
27. (a) Whether any POA is involved in the chain of title?	Yes. i.) Power of Attorney is dated 05/01/2012 executed before Notary Shri. U. R. Timble under No.82/1/M/2012. ii.) POA is dated 14/05/2014 executed before Sub – Registrar of Sattari under Reg. No.2/2014
(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as	POA is given for the purpose of execution of Deed of Sale.


Notary-Goa

	such is irrevocable as per law.	
	(c) Incase the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms /Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats /units (Builder's POA) or (ii) other type of POA (Common POA).	POA is executed by Shri. Shaikh Altaf Hussein in favour of Ms. Gauri Thali for execution of documents before Sub – Registrar.
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified /compared with the original POA.	Certified copy of POA is verified.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Certified copy of POA is verified.
	ii. Whether the POA is a registered one?	POA is dated 14/05/2014 executed before Sub – Registrar of Sattari
	iii. Whether the POA is a special or general one?	under Reg. No.2/2014
	iv. Whether the POA contains a specific authority for execution of title document in question?	POA is special Yes.
	(f) Whether the POA was in force	POA was in force on day of execution



 K. R. S. P. S. Sattari

[illegible]

~~SECRET~~

	agreement, POA, etc.;	
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	NA
	(i) Conveyance in favour of Society/Condominium concerned;	NA
	(j) Occupancy Certificate/ allotment letter /letter of possession;	NA
	(k) Membership details in the Society etc.;	NA
	(l) Share Certificates;	NA
	(m) No Objection Letter from the Society;	NA
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	NA
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	NIL
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	NA
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	NA
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other local authorities or Third Party claims, Liens etc. and	Nil as per the certificate of Nil Encumbrance dated 11/02/2016 issued by Sub - Registrar of Ponda under No.187/2016.

ANKER
date
daGob

	details thereof.	
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Nil as per the certificate of Nil Encumbrance dated 11/02/2016 issued by Sub – Registrar of Ponda under No.187/2016.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NA as property to be mortgaged is Plot No.7.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon,	NA in the State of Goa.
	(b) Whether No Objection Certificate under the Income Tax Act is required /obtained.	NA in the State of Goa.
34.	Details of RTC extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	That names of original owners are reflected in Form I & XIV. That borrowers be advised to complete mutation formalities.
35.	Whether the name of mortgagor is reflected, as owner in the revenue/ Municipal /Village records?	NA as property to be mortgaged is Plot No.7.
36.	(a) Whether the property offered as security is clearly demarcated?	Yes.
	(b) Whether the demarcation /partition of the property is legally valid?	NA
	(c) Whether the property has clear access as per documents?	Yes.
37.	Whether the property can be identified from the following documents, and discrepancy /doubtful circumstances, if any	NA as property to be mortgaged is Plot No.7.



 HANKER

 10-02-2016

 Goa

	revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents	NA
39.	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds.	That valuation report is not available. That Plot No.7 is bounded as under:- East:- part of 15.00 mts wide road and part by property under Survey No.217/1-A, West:- Part of Plot No.2 and part of Plot No.3, 4, 5, 6 and road 10.00mts wide, North:- part Plot No.2 and part of Survey No.217/1-A, and South:- public road to housing board colony and also part of Plot No.3, 4, 5, 6 and road 10.00mts wide.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No.
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Provisions of SARFESI Act will be applicable on the compliance of the conditions laid down in the report.
42.	In case of absence of original title	Original title deeds are available for

HANDED
TO
JUDGE
JUDGE
JUDGE

	deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	creation of Equitable Mortgage.
43.	Whether the governing law/ constitutional documents of the mortgagor permits creation of mortgage and additional precautions, if any to be taken in such cases.	NA
44.	Additional aspects relevant for investigation of title as per local laws.	NA
45.	Additional suggestions, if any to safe guard the interest of Bank/ensuring the perfection of security.	NA
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mortgage is to be created by all the Directors of SAAD Infrastructure India Pvt. Ltd. as per the resolution passed in the meeting of Board of Directors. The said resolution to be kept along with loan documents.

Ponda dated 16/03/2017



AUDUMBER B. SUKHTANKER

Advocate,

Annexure - C:

Certificate of title



I have examined the Original Title Deeds intended to be deposited relating to the schedule property and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:-

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate dated 11/02/2016 under No.187/2016 for the period pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).—NA---

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable). ---NA---

HAANKER
SPECIAL
AGENCY
PVT. LTD.

8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower SAAD Infrastructure India Pvt. Ltd., a registered Company.

9. I certify that SAAD Infrastructure India Pvt. Ltd., a registered Company having its Office at 48/B, Goa Dairy Road, Ganganagar, Curti, Ponda Goa has an absolute, clear and Marketable title over the Scheduled property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, I certify that the deposit of following original title deeds/ documents would create a valid and enforceable interim equitable mortgage:

FOLLOWING ORIGINAL DOCUMENTS TO BE DEPOSITED FOR CREATING EQUITABLE MORTGAGE:-

a. Deed of Sale dated 10/11/2016 registered before Sub - Registrar of Ponda under registered No.2910/16 at pages 233 to 272 Book No.1 Volume No.3303 dated 21/11/2016.

b. Nil Certificate of Encumbrance issued by Sub - Registrar of Ponda of Plot No.7

11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY

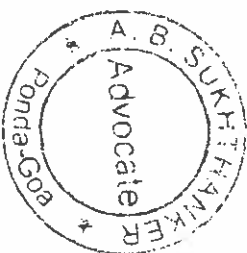
All that Plot No.7 admeasuring 3772.55 square meters of the larger property known as "DONXIVORIL BORODO" also known as "DONXIVORIL BORODO POIQUIM GALVOTTA" or "DONXIVORIL BOROD POIQUIM GALVOTTA" or "DONXIVORIL BOROD" or "GHANERIVORIL BHARAD" or "DONXIVADEVORIL" or "GALVOTTA" or "DHONSI BHAT", situated at Bandora, within the limits of Village Panchayat of Bandora, Taluka and Registration, Sub - District of Ponda, District of South Goa, in the State of Goa, described in the Land Registration Office of Ilhas under No.20812 at Folio 169 of Book No.B-55 (New) and enrolled in Taluka Revenue Office under Matriz No.432 and Surveyed under Survey No.215/0 of Village Bandora of Ponda Taluka. That Plot No.7 is bounded as under:- East:- part of 15.00 mts wide road and part by


Ponda-Goa

property under Survey No.217/1-A, West:- Part of Plot No.2 and part of Plot No.3, 4, 5, 6 and road 10.00mts wide, North:- part Plot No.2 and part of Survey No.217/1-A, and South:- public road to housing board colony and also part of Plot No.3, 4, 5, 6 and road 10.00mts wide.

Ponda dated 16/03/2017


ADDUMBER B. SUKHTHANKER
Advocate,



A handwritten signature in a circular shape, with the letters "V.K.B." and the word "Goa" visible.