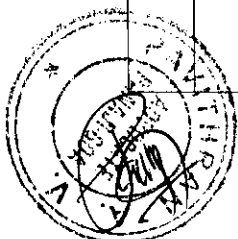
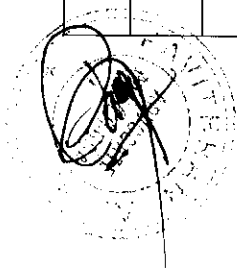


Dated: 30th October, 2019**INTERIM - TITLE REPORT****TITLE INVESTIGATION AND SEARCH REPORT FOR THE APPROVAL OF
PROJECT OF RESIDENTIAL/COMMERCIAL COMPLEX "CASA AMORA –
PHASE III" OF MANGLAM BUILD-DEVELOPERS LIMITED****ANNEXURE – 'B'**

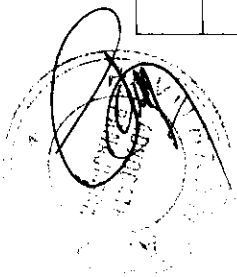
1.	a) Name of the Branch/Business Unit/Office seeking Opinion	S.B.I., Panaji Main Branch, Panaji, Goa
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Ref.No.NIL dated NIL
	c) Name of the Borrower/s	M/S. MANGLAM BUILD-DEVELOPERS LIMITED
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security	M/S. MANGLAM BUILD-DEVELOPERS LIMITED
	b) Constitution of the unit/concern/company/person offering the property for creation of charge	A Company incorporated under the Companies Act, 1956
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Project Approval
3.	Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/registered mortgage.	All that land having an area of 32893 sq.mtrs., bearing survey no. 20/3-A, being the distinct and separated part of the property denominated as "BONOTO", situated in the village of Bainguinim of Taluka and Sub-District of Ilhas, District of North Goa in the State of Goa, a distinct and separated part of the land formed out of amalgamation of the lands enrolled for the purposes of erstwhile Portuguese Land Revenue Roll in seven divisions being Matriz Nos. 159, 160, 161, 162, 163, 164 and 165 of Bainguinim Village, which land as a whole is described in the Land Registration Office of Ilhas Judicial Division under Description



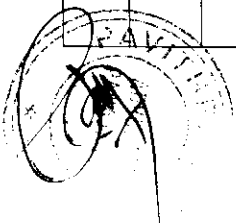
			No.17021 at page 53 of Book B.No.45 of New Series, and presently surveyed under Survey no. 20/3-B area of 12290 sq.mtrs., survey no. 20/3-A area of 32893 sq.mtrs., and survey no.21/2-F area of 5996 sq.mtrs., which is offered as security for creation of equitable mortgage.		
	a) Survey No.		Surveyed under Survey No.20/3-A of Village Bainguinim.		
	b) Door/House no.(in case of house property)		NA		
	c) Extent/ area including plinth/built up area in case of house property		NA		
	d) Location like name of the place, village, city, registration sub-district, etc., Boundaries:		<p>Situated at Bainguinim, within the limits of Village Panchayat Se-Old Goa, Taluka and Registration Sub-District of Ilhas, District of North Goa, in the State of Goa and is bounded as under:</p> <p>East : By Survey No. 20/3-B of Bainguinim Village;</p> <p>West:By Survey No. 21/2-D of Bainguinim Village;</p> <p>North:By Survey No. 21/2-D of Bainguinim Village; and</p> <p>South : By Survey no. 20/3 of Bainguinim Village;</p>		
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. Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.				
	Sl. No	Date	Name/Nature of the document	Original/certified copy/certified extract/photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate



1		Inscription and Description of the property	photocopy	Yes
2		Inscription in respect of inscription nos. 16325 - 16331	photocopy	Yes
3		Inscription in respect of inscription no. 16431	photocopy	Yes
4		Inscription in respect of inscription no. 16714	photocopy	Yes
5		Inscription in respect of inscription no. 10037	photocopy	Yes
6		Inscription in respect of inscription no. 24420	photocopy	Yes
7	02/01/1936	Deed of Sale	photocopy	Yes
8	20/10/1944	Deed of Sale and Acquittance	photocopy	Yes
9		Extract of Inventory Proceedings	photocopy	Yes
10	02/07/1974	Deed of Partition	photocopy	Yes
11	23/12/1975	Deed	photocopy	Yes
12	16/05/1988	Deed of Sale	photocopy	Yes
13	11/10/1988	Deed of Sale	photocopy	Yes
14	19/11/1988	Deed of Sale	photocopy	Yes
15	13/02/1990	Deed of Sale	photocopy	Yes
16	18/03/1990	Deed of Sale	photocopy	Yes
17	28/02/1994	Deed of Sale	photocopy	Yes
18	07/05/1994	Deed of Conveyance	photocopy	Yes
19	28/02/2006	Deed of Rectification	photocopy	Yes



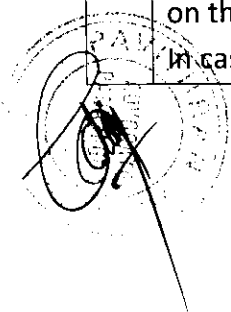
20	09/08/2006	Deed of Rectification	photocopy	Yes
21	31/10/2006	Agreement of Sale	Photocopy	Yes
22	24/11/2006	Deed of Sale	photocopy	Yes
23	22/3/2013	Environmental Clearance Report of GSEIAA	photocopy	Yes
24	06/08/2013	Deed of Succession	photocopy	Yes
25	19/9/2013	Resolution of Manglam Build-Developers Limited		
26	11/10/2013	Deed of Sale	Photocopy	Yes
27	11/09/2014	NOC from PWD	Photocopy	Yes
28		Survey Plan of Survey nos. 20/3A, 20/3B, 21/2 and 22/1	photocopy	Yes
29		Form I & XIV of Survey no. 20/3-A	photocopy	Yes
30		Form I & XIV of Survey no. 20/3-B	photocopy	Yes
31	2/4/2015	Structural Liability Certificate		
32	05/05/2015	Nil Certificate of Encumbrance on property	Photocopy	Yes
33	01/03/2016	Construction Licence of Village Panchayat Se-Old-Goa	Photocopy	Yes
34	27/12/2016	Conversion Sanad	Photocopy	Yes
35	5/1/2017	Revised Technical clearance Order/development permission	Photocopy	Yes



	36	25/02/2017	Revised Construction Licence	Photocopy	Yes
	37	11/3/2019	Revised Infrastructure Order	Photocopy	Yes
	38	14/3/2019	Revised Technical Clearance Order	Photocopy	Yes
	39	27/03/2019	Revised Construction Licence	Photocopy	Yes
	40		Revised Approved building plan	Photocopy	Yes
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? (please also enclose all such certified copies and relevant fee receipts along with the TIR)			Authenticity of all the title documents are verified from the concerned Sub-Registrar and found to be genuine.	
	b(ii) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office been verified page by page with the original documents submitted?			NA	
	b(ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)			NA	



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
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	NA
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	NO
7	a) Property offered as security falls within the jurisdiction of which Sub-Registrar Office?	Within the Jurisdiction of Sub-Registrar of Ilhas, Panaji, Goa
	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?	The details are available with the Sub-Registrar of Ilhas at Panaji, 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. And wherever Minors, interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the title. In case of property offered as	All that land having an area of 52,117 sq.mtrs., (i.e. this land is formed out of an area of 12290 sq.mtrs., bearing survey no. 20/3-B, 32893 sq.mtrs., bearing survey no. 20/3-A and 6934 sq.mtrs., of survey no.21/2 (part)), being the distinct and separated part of the property denominated as "BONOTO", situated in the village of Bainguinim of Taluka and Sub-District of Ilhas, District of North Goa in the State of Goa, a distinct and separated part of the land formed out of



security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory.

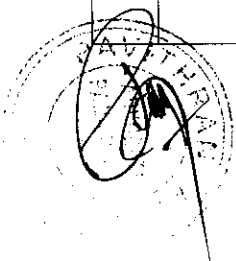
amalgamation of the lands enrolled for the purposes of erstwhile Portuguese Land Revenue Roll in seven divisions being Matriz Nos. 159, 160, 161, 162, 163, 164 and 165 of Bainguinim Village, which land as a whole is described in the Land Registration Office of Ilhas Judicial Division under Description No.17021 at page 53 of Book B.No.45 of New Series, and presently surveyed under Survey no. 20/3-B area of 12290 sq.mtrs., survey no. 20/3-A area of 32893 sq.mtrs., and survey no.21/2-F area of 5996 sq.mtrs., hereinafter referred to as the said "Property".

All that landed property admeasuring an area of 52,117 sq.mtrs., which landed property is forming part of the larger property known as "BONOTO" or "BONOBO" or "BONDABO", situated at Bainguinim Village, bearing survey nos. 20/3-B, 20/3-A and 21/2-F (presently surveyed).

The said larger property known as "BONOTO" or "BONOBO" or "BONDABO" originally belonged to Bernardo Jose Dcosta who hails from Neura, Ilhas Goa and upon his death the said property was allotted to his daughters in the inventory proceedings instituted in the court of Comarca of Ilhas.

The document of description of the entire property "BONOTO" which is described under no. 17021 of Book B No. 45 of new series of Land Registration office of Ilhas shows that, there are nine inscriptions of Book-G and one inscription of Book-C against the said entire property.

The first inscription no. 10037 of Book G-19, dated 17/01/1936 records in favour

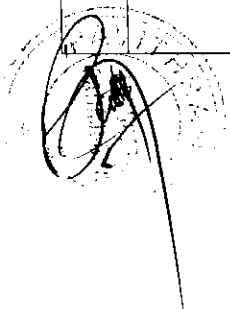


of Vencitexa Visvonata Camotim, Ananda Visvonata Camotim and Vassudeva Visvonata Camotim, 1/2 share in the said entire property for having purchased the same from one Miss Jovina da Costa vide Public Deed dated 24/01/1936, drawn at page 94 onwards of Notarial Book No. 306 by the Notary of Ilhas, Socrates da Costa.

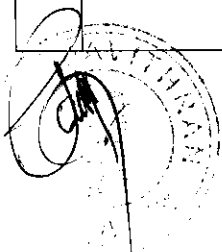
The second inscription no.16325, dated 07/02/1945 shows that 1/7th part of 2/3rds of the 1/2 share of the said entire property is inscribed in favour of Mr. Rosario Souza, he having purchased the same from one Vencitexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim by Public Deed dated 20/10/1944 drawn at page 15(v) onwards of Book No. 381 by the Notary of Ilhas, Socrates da Costa.

The third inscription no. 16326 dated 07/02/1945 shows that, 1/7th part of 2/3rd of the 1/2 share of the said entire property is inscribed in favour of Mr. Salvador Souza, he having purchased the same from Vencitexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim by Public Deed dated 20/10/1944 drawn at page 15(v) onwards of Book No. 381 by the Notary of Ilhas, Socrates da Costa.

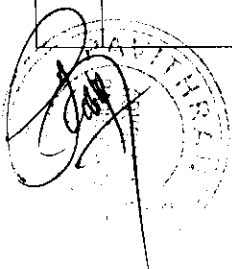
The fourth inscription no. 16327 dated 07/02/1945 shows that, 1/7th part of 2/3rds of the 1/2 share of the said entire property is inscribed in favour of Mr. Gonsalo Souza, he having purchased the same from Vencitexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim by the Public Deed dated 20/10/1944 drawn at page 15(v) onwards of Book No. 381 by the Notary of Ilhas,

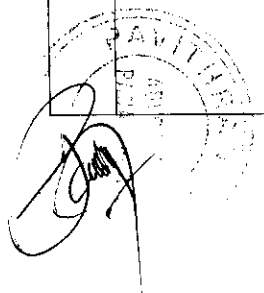


	<p>Socrates da Costa.</p> <p>The fifth inscription no. 16328 dated 07/02/1945 shows that, 1/7th part of 2/3rds of the 1/2 share of the said entire property is inscribed in favour of Mr. Antonio Francisco Souza, he having purchased the same from Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim by Public Deed dated 20/10/1944 drawn at page 15(v) onwards of Book No. 381 by the Notary of Ilhas, Socrates da Costa.</p> <p>The sixth inscription no. 16329 dated 07/02/1945 shows that 1/7th part of 2/3rds of the 1/2 share of the said entire property is inscribed in favour of Mr. Francisco Souza, he having purchased the same from Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim by Public Deed dated 20/10/1944 drawn at page 15(v) onwards of Book No. 381 by the Notary of Ilhas, Socrates da Costa.</p> <p>The seventh inscription no. 16330 dated 07/02/1945 shows that 1/7th part of 2/3rds of the 1/2 share of the said entire property is inscribed in favour of Mr. Simao Souza, he having purchased the same from Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim by Public Deed dated 20/10/1944 drawn at page 15(v) onwards of Book No. 381 by the Notary of Ilhas, Socrates da Costa.</p> <p>The eight inscription no. 16331 dated 07/02/1945 shows that 1/7th part of 2/3rds of the 1/2 share of the said entire property is inscribed in favour of Mr. Jose Caitano Souza, he having purchased the same from Venctexa Visvonata Camotim</p>
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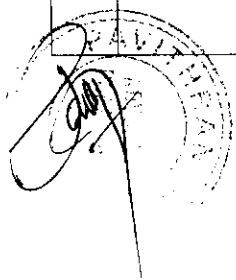


	<p>and Ananda alias Ananta Visvonata Camotim by Public Deed dated 20/10/1944 drawn at page 15(v) onwards of Book No. 381 by the Notary of Ilhas, Socrates da Costa.</p> <p>The ninth inscription no. 16431 dated 31/03/1951 of Book C-41 mentions that, there is a mortgage in favour of Ramachondra Vassudeva Poi alias Ramachondra Poi on the seventh part of 2/3rds of the 1/2 of the entire property, constituted by Rosario da Souza and his wife Subodra alias Subodri Gaude for security of payment of Rs. 11,000/-, being Rs. 10,000/- as per principal amount and Rs. 1000/- as interest @ 6%, vide Public Deed dated 26/03/1951 drawn by Asst. Notary of Ilhas, Mr. Tamba at pages 44(v) onwards of his Book No. 443.</p> <p>The tenth inscription no. 16714 dated 19/09/1952 of Book C-42 records another mortgage in favour of Mr. Francisco das Mercedes Joao created on 1/7th of 2/3rd of the 1/2 of the entire property constituted by the same Rosario da Souza and his wife, Subodra alias Subodri Gaude for the same loan of Rs. 10,000/-. However, vide Endorsement dated 14/08/1975 in its margin, the said inscription of Mortgage has been cancelled.</p> <p>The recitals further shows that, the said property was allotted to Maria Hilda Amanda Botelho D'costa married to Carmo Gregorio D'souza and Jovina D'costa in equal shares.</p> <p>The recital further shows that, the said Jovina D'costa sold her share in the said property to one Shri. Vencetexa Visvonata Camotim, Ananda Visvonata Camotim and Vasudeva Visvonata Camotim in</p>
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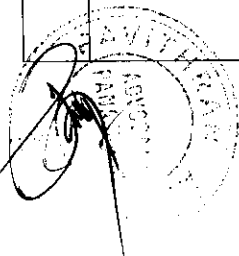


	<p>equal share vide Deed of Sale dated 02/01/1936, which deed stands recorded in Book No.306 at pages 95 of the then Notary Public Dr. Socrates D'costa.</p> <p>Thus, Maria Hilda Amanda Botelho Dcosta and her husband remained as owners of half share of the entire property and Shri. Venctexa Visvonata Camotim, Ananda Visvonata Camotim and Vasudeva Visvonata Camotim became as owners of other half of the said property.</p> <p>Vide Deed of Sale and Acquittance dated 20/10/1944, executed before the Notary Public which came to be recorded in the Notary Book at page 95 onwards of Book No. 381, Shri. Venctexa Visvonata Camotim and Ananda Visvonata Camotim sold and conveyed 2/3rd of half share of the property to one Shri. Rosario Souza, Salvador D'souza, Goncalo Souza, Antonio Francisco Souza, Francisco Souza, Simao Souza and Jose Caetano Souza.</p> <p>Thus Maria Hilda Amanda Botelho Dcosta and her husband remained as owners of half share of the entire property and Vasudeva Visvonata Camotim remained as owner of 1/3rd of half share of the property and Shri. Rosario Souza, Salvador D'souza, Goncalo Souza, Antonio Francisco Souza, Francisco Souza, Simao Souza and Jose Caetano Souza remained as owners of 2/3rd of half of the property.</p> <p>As per the Deed of Purchaser dated 20/10/1944 executed by Venctexa Visvonata Camotim and Ananda Visvonata Camotim in favour of Rosario Souza and other the share of each of the said purchasers in the said property was</p>
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	<p>1/7th of 2/3rd of the half of the property.</p> <p>The said Rosario Souza expired on 15/04/1958 and upon his death an Inventory Proceedings came to be initiated in the court of Civil Judge of Ilhas at Panaji and his 1/7th share of the 2/3rd of half of the said property came to be allotted to his legal heirs as per their entitlement.</p> <p>The documents further reveals that, the other co-owner of 2/3rd of half of the said property Salvador D'souza died in the year 1977 on 11th July issueless and in the inventory proceedings his right to the said property came to be allotted to his brother Goncalo Souza who is also the co-owner of the said property. The said fact is verified and confirmed on perusal of the judgment and decree dated 26/02/1981 and by virtue of the said allotment Shri. Goncalo Souza became the owner of 2/7th of 2/3rd of half of the property.</p> <p>The share of other co-owner Antonio Francisco Souza who expired on 02/07/1975 who also died without any issue also came to be allotted to Goncalo Souza vide inventory proceedings which allotment was confirmed by the decree dated 13/12/1975. The said Antonio Francisco Souza was married to Severina Fernandes and her 50% share to the 1/7th share of 2/3rd of half of the property she sold to Goncalo Souza by Deed dated 23/12/1975 thus, Goncalo Souza became owner of 3/7th of 2/3rd of half share of the property.</p> <p>The said Goncalo Souza thereafter, transferred his 1/7th share to Uttam Souza.</p>
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	<p>The other co-owners of $1/7^{\text{th}}$ of $2/3^{\text{rd}}$ of half of the property Shri. Jose Caetano Souza died subsequently and upon his death his wife and his son Ananda Souza sold their $1/7^{\text{th}}$ rights to Monurai Souza, who is son of Goncalo Souza by Deed dated 06/09/1976.</p> <p>The other Co-owner Francisco Souza also died subsequently and upon his death his $1/7^{\text{th}}$ share of $2/3^{\text{rd}}$ of half of the property devolved unto his sons Vitola Souza, Gopala Souza, Madu Souza, Visvonata Souza and Babuso Souza and their sisters respectively.</p> <p>The other co-owner Simao Souza died on 08/04/1958 and his $1/7^{\text{th}}$ rights of $2/3^{\text{rd}}$ of the half of the property came to be allotted to Gurunath Souza, Tulsidas Souza and Vimal Saldhana.</p> <p>The recital further shows that, Vide Deed of Sale and partition dated 24/07/1974, the three sets of owner's i.e Maria Hilda Amanda Botelho Dcosta and her husband, Vasudeva Visvonata Camotim and his wife and Shri. Rosario Souza and others partitioned the entire property into three plots.</p> <p>Plot No. 1 admeasuring 2,43,368 sq.mtrs., was allotted to the legal heirs of Shri. Rosario Souza and others.</p> <p>Plot No. 2 came to be allotted to Vasudeva V. Camotim and his wife and</p> <p>Plot No. 3 was allotted to Maria Hilda Amanda Botelho Dcosta and her husband.</p> <p>Vide Deed of Sale dated 16/05/1988, duly</p>
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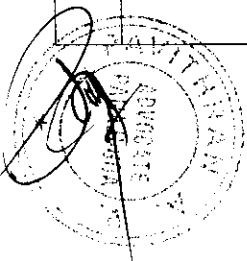


registered in the Office of the Sub-Registrar of Ilhas at Panaji, under no. 26/90 in Book I, Volume No. 68 on 19/01/1990, the Co-owners of the said Plot No. 1 viz. Mrs. Vimol Saldhana, Mr. Tulsidas Souza and his wife, Mrs. Shali D'souza sold their share in the Plot No. 1 of the bigger property in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.,

Vide Deed of Sale dated 11/10/1988, duly registered in the Office of the Sub-Registrar of Ilhas at Panaji, under no. 768/89 in Book I, Volume No. 61 on 14/10/1989, the co-owners of the said Plot No. 1 viz. Mrs. Subodri Souza, Mrs. Durga Souza, Mr. Vishnu Fernandes, Mrs. Radha Souza and Mr. Narcinva P. Udaigiri sold their share in the Plot No. 1 of the bigger property in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.,

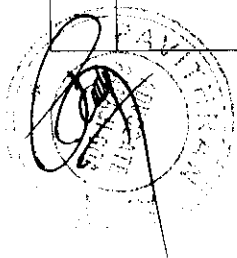
Vide Deed of Sale dated 10/11/1988, duly registered in the Office of the Sub-Registrar of Ilhas, under no. 1536/90 in Book I, Volume No. 114 on 23/11/1990, the Co-owners of the said Plot No. 1 viz. Mr. Goncalo Souza, Mr. Uttam Souza, Mrs. Vassanti Souza, Mrs. Ganga de Souza sold their share in the Plot No. 1 of the bigger property in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.,

Vide Deed of Sale dated 19/11/1988, duly registered in the Office of the Sub-Registrar of Ilhas under no. 872 in Book I, Volume No. 85 on 28/11/1989, the said Co-owners of the said Plot No. 1 viz. Mr. Roulu Souza and his wife, Smt. Rajani Souza sold their share in the Plot No. 1 of the bigger property in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.,

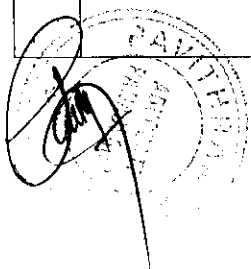


Vide Deed of Sale dated 13/02/1990, duly registered in the office of the Sub-Registrar of Ilhas under no. 1405/90 in Book I, Volume No. 110 on 05/11/1990, the Co-owners of the said Plot No. 1 viz. Mr. Vithal Souza and his wife Mrs. Khushali Vithal Souza, Mr. Gopal Souza (widower), Mr. Madu Souza and his wife Mrs. Leela Souza, Mr. Vishvonata Souza and his wife Mrs. Vilasini Souza, Mr. Babuso Souza and his wife Mrs. Abolem Souza, Mrs. Venu alias Albina Souza alias Venu Saldhana Souza, Mrs. Kensor Souza alias Kensor Fernandes and her husband Mr. Gopal Fernandes, Mrs. Somati Sa and her husband Mr. Pandu Sa, Mrs. Socu Fernandes and her husband Mr. Dattaram Fernandes, Mrs. Quensor Saldhana (widow), Mrs. Tulsi Saldhana alias Tulsi Andrade and her husband Mr. Arjun Andrade, Mrs. Champu Fernandes and her husband Mr. Loximona Fernandes, Mrs. Socu Canconcar and her husband Mr. Narana Canconcar, Mr. Hiralal Souza and Mr. Popat Souza sold their share in the Plot No. 1 of the bigger property in favour of M/s. Good Earth Real Estate & Developers Pvt. Ltd.,

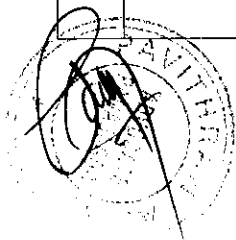
Vide Deed of Sale dated 18/03/1990, duly registered in the Office of the Sub-Registrar of Ilhas under no. 1520/90 in Book I, Volume No. 113 on 27/11/1990, the co-owners of the said Plot No. 1 viz. Mrs. Shevtu Souza, Mrs. Shevtu Saldhana, Mr. Naraina Fernandes (widower) and his son Mr. Atmaram Naraina Fernandes and his wife Mrs. Shanti Atmaram Fernandes, Mr. Ashok Fernandes, Mr. Anand Fernandes, Mr. Arun Fernandes and Miss Prarthana Fernandes sold their share in the Plot No. 1 of the bigger property in favour of M/s. Good Earth Real Estate &



	<p>Developers Pvt. Ltd.,</p> <p>Vide Deed of Sale dated 28/02/1994, duly registered in the Office of the Sub-Registrar of Ilhas at Panaji, under no. 798/94 at pages 390 to 475 in Book I, Volume No. 300 on 15/06/1994, the said M/s Good Earth Real Estate & Developers Pvt. Ltd., sold 2/3rd parts of the half of the bigger property to Mr. Francis Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes, an area of 66066 sq.mtrs., out of the said Plot No. 1 of the bigger property, being an area of 56950 sq.mtrs., from survey no. 20/3 and an area of 9116 sq.mtrs., from survey no. 22/1.</p> <p>In the above mentioned Deed of Sale dated 28/02/1994, recitals have been made at the instance of M/s Good Earth Real Estate & Developers Pvt. Ltd., under the Land Acquisition Proceedings no. 10/140/53/LAQ/Panaji the Government has acquired 525 sq.mtrs., of the said Plot No. 1 of the bigger property out of survey no. 22/1 and further an area of 5275 sq.mtrs., of the said Plot No. 1 of the bigger property from survey no. 20/3 and that M/s.Good Earth Estate & Developers Pvt. Ltd., has sub-divided the remaining land in the said Plot No. 1 of the bigger property into 448 plots, after making provision for open spaces and internal road, after obtaining from the Planning and Development Authority permission under letter no. PDA/T/6163/2067/85 and the Plans approved thereunder; and that an area of 15150 sq.mtrs., in the form of 42 Plots have been sold M/s Good Earth Real Estate & Developers Pvt. Ltd., to various individuals by executing the Sale Deeds and such area pertains to</p>
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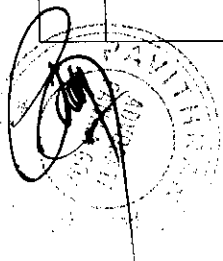
	<p>survey no. 20/3.</p> <p>Vide Deed of Rectification dated 28/02/2006, duly registered in the office of Sub-Registrar of Ilhas under no. 733 at pages 60 to 76 of Book No. I, Volume No. 1612 on 08/03/2006, the above said Deed of Sale dated 28/02/1994 was rectified between the parties thereto wherein it is clarified that, the area acquired by the Government is actually 525 sq.mtrs., from survey no. 22/1 and 2491 sq.mtrs., from Survey No. 20/3.</p> <p>Vide another Deed of Rectification dated 09/08/2006, duly registered in the Office of the Sub-Registrar of Ilhas under no. 2196 at pages 556 to 581 of Book No. I, Volume No. 1676 on 18/08/2006, the same Deed of Sale dated 28/02/1994 was further rectified by the parties thereto clarifying that, the land actually sold under the said Deed of Sale dated 28/02/1994 is actually the total area of 66,666 sq.mtrs., being an area of 59,732 sq.mtrs., in survey no. 20/3 and further area of 6934 sq.mtrs., from survey no. 21/1 and not from survey no. 22/1 as wrongly mentioned in the said Deed of Sale dated 28/02/1994.</p> <p>Vide Deed of Conveyance dated 07/05/1994, duly registered in the Office of the Sub-Registrar of Ilhas at Panaji, under no. 1288 at pages 550 to 574 of Book No. I, Volume No. 318 on 04/08/1994, the said M/s Good Earth Real Estate & Developers Pvt. Ltd., sold to M/s Machado Investment & Finance Pvt. Ltd., an area of 5650 sq.mtrs., which falls outside the area sold to Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes.</p>
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Under the Agreement of Sale dated 31/10/2006, duly registered in the Office of Sub-Registrar of Ilhas at Panaji, under no. 2931 at pages 61 to 122 of Book No. I, Volume No. 1709 on 07/11/2006, the said Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes along with their respective spouses agreed to sell to Mr. Rajendra Prasad Singla, a total area of 66,666 sq.mtrs.,

Subsequently, vide Deed of Sale dated 24/11/2006, duly registered in the Office of Sub-Registrar of Ilhas under no. 3168 at pages 1 to 51 of Book No. I, Volume No. 7023 on 29/11/2006, the said Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes along with their respective spouses Sold to Mr. Rajendra Prasad Singla, a total area of 66,666 sq.mtrs.,

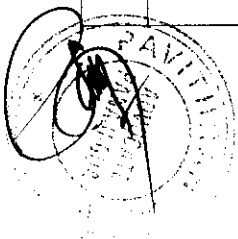
From the present Survey Plan of the area, it is seen that, there is a road passing in the east-west direction through the said land bearing survey no. 20/3, which separates the land bearing survey no. 21/2 and northern part of the said survey no. 20/3 from the remaining part i.e. southern part of the said survey no. 20/3 and such northern part of survey no. 20/3 has been separately surveyed under survey no. 20/3-B, such road is surveyed under no. 20/3 and the southern part is surveyed under nos. 20/3-A and 20/3-A-1, such area of new survey no. 20/3-A-1 being the area acquired by the Government for Corporation of the City Panaji, vide Award dated 13/11/2008 passed by the Dy. Collector (REV) & Land



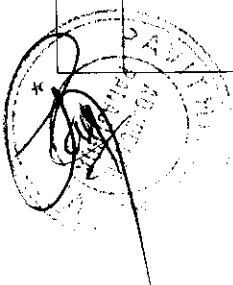
Acquisition Officer at Panaji in Land Acquisition case no. XVI/5/DC(REV)/2006 the Government of Goa, and such land under new survey no. 20/3-A-1 is now recorded in form no. I & XIV in the name of the Commissioner/Administrator of Corporation of City of Panaji and the remaining area of Old Survey no. 20/3 which now bears new survey nos. 20/3-A & 20/3-B are both recorded in Form No. I & XIV in the names of Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes as the Occupants thereof.

On account of such devolution, making of a road and land acquisition by Government, the said Mr. Rajendra Prasad Singla owned a total area of 52117 sq.mtrs., out of the total area of 66,666 sq.mtrs., purchased by him and such area then owned by him comprises of total area of present survey no. 20/3-A being 32893 sq.mtrs., total area of present survey no. 20/3-B being 12290 sq.mtrs., and the distinct and separated southernmost part of land surveyed under no. 21/2 comprising of an area of 6934 sq.mtrs., which area is intercepted by the above mentioned road made by the Public Works Department of Government of Goa and separately surveyed under new survey no. 20/3.

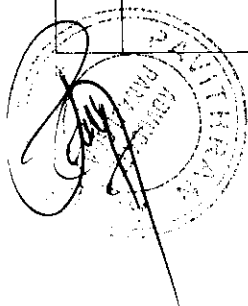
The said Mr. Rajendra Prasad Singla obtained permissions for the construction of the proposed group housing and Residential/Commercial Projects in the said property presently surveyed under Survey no. 20/3-B area of 12290 sq.mtrs., survey no. 20/3-A area of 32893 sq.mtrs., and survey no. 21/2-F area of 5996 sq.mtrs., from the various concerned



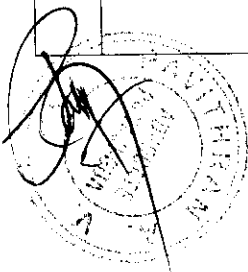
	<p>Departments/Licensing Authorities.</p> <p>Vide Agreement for Sale dated 24/04/2013, duly registered in the Office of the Sub-Registrar of Ilhas at Panaji, under no. PNJ-BK1-01266-2013, CD Number PNJD22 on 15/04/2013, the said Mr. Rajendra Prasad Singla and his wife agreed to sell an area admeasuring 52,117 sq.mtrs., to Manglam Build-Developers Limited.</p> <p>Upon execution of the said Agreement of Sale dated 24/04/2013, the said Rajendra Prasad Singla expired on 23/06/2013 leaving behind him his widow and moiety sharer his wife Smt. Kailash Singla and six children as the only successors as declared by Deed of Succession drawn before the Substitute Notary Ex-Officio of Canacona on 06/08/2013, recorded at pages 48 to 50 Reverse of Notorial Book of Deeds no. 37.</p> <p>All the six children of Late Rajendra Prasad Singla have relinquished all their illiquid and unascertained rights in the estate left by their father in favour of their mother Smt. Kailash Singla vide two Deed of Relinquishment dated 04/07/2013 recorded at folio 27V to 28V of Deeds Book No. 1590 and Deed of Relinquishment dated 15/07/2013 recorded at folio 13 to 14 of Deeds Book No. 37.</p> <p>Thus the said Smt. Kailash Singla became the exclusive owner in possession of the said Property.</p> <p>Vide Deed of Sale dated 11/10/2013, the said Smt. Kailash Singla Sold and Conveyed the area admeasuring 52,117 sq.mtrs., to Manglam Build-Developers</p>
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	<p>Limited, which deed was registered before the Sub-Registrar of Ilhas at Panaji under no. PNJ-BK1-02768-2013, Book 1 Document, CD Number PNJD25 on 15/10/2013.</p> <p>The said Manglam Build-Developers Limited intended to develop the part of the said property i.e. property having an area of 32893 sq.mtrs., bearing survey no. 20/3-A and obtained the following permissions other than the permissions already obtained by the original owners for the proposed construction of commercial project identified as "CASA AMORA PHASE – III" on the said property.</p> <ol style="list-style-type: none"> (1) Environment Clearance issued by Goa-State Environment Impact Assessment Authority under No.3-181-2010/STE-DIR/100, dated 22nd March, 2013. (2) Conversion Sanad under no.RB/CNV/TIS/AC-II/10/2015 dated 27/12/2016, issued by the Office of the District Collector, North Goa, for conversion of the land under survey no. 20/3-A of village Bainguinim. (3) Technical Clearance Order under Ref. No.TIS/7158/BAI/TCP/2017/18, dated 05/01/2017, the Town Planner, Town and Country Planning Department Tiswadi Taluka Office Panaji Goa granted for proposed construction in the property surveyed under survey no. 20/3-A of village Bainguinim. (4) Construction Licence under no. VP/SOG/TIS/2016-2017/1883, dated 25/02/2017, from the Village Panchayat of Se Old Goa, Tiswadi Taluka for construction in the said property surveyed under survey no. 20/3-A of village Bainguinim. (5) Technical Clearance Order under Ref. No. TIS/7158/BAI/TCP/11 dated
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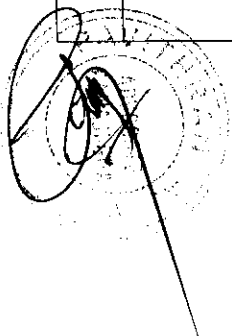
	<p>16/12/ 2011 in respect of property surveyed under survey no. 20/3-A of village Bainguinim, issued by the Town Planner, Town and Country Planning Department Tiswadi Taluka Office Panaji Goa;</p> <p>(6) Power Availability Certificate under Ref.No.AE/COR/SD.I(R)/TECH-26/1706, dated 29/12/2011 issued by Asst. Executive Engineer Elect.Sub-Div.I(R) Panaji.</p> <p>(7) NOC issued by Executive Engineer – III, under Ref.No. 1/1/12-13/PHE/ ADM/ 111 dated 01/10/2012 for the proposed construction site and permission to take access in survey no. 20/3-A, 20/3-B and 21/2;</p> <p>(8) Permit No. 212/2012 dated 02/04/2012 for sinking well under section 5 (4) of the Goa Ground Water Regulation Act, 2002 for bore well issued by Ground Water Officer, Executive Engineer, Works Division – I Water Resources Department Panaji – Goa.</p> <p>(9) NOC under No.1/2014-15/WDIII (PHEPWD/ADM/1013, dated 11/9/2014, issued by Office of the Executive Engineer, Works Division III(PHE-N), P.W.D., St.Inez, Panaji, Goa.</p> <p>(10) Revised Infrastructure Order under Ref.No.TIS/7158/BAI/TCP/2019/552, dated 11/3/2019;</p> <p>(11) Revised Technical Clearance Order under Ref.No.TIS/7158/BAI/TCP/2019/585, dated 14/3/2019;</p> <p>(12) Revised Construction Licence under no.VP/SOG/TIS/2018-2019/1558, dated 27/03/2019, from the Village Panchayat of Se Old Goa, Tiswadi Taluka.</p> <p>(13) Revised Approved building plan</p>
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The said Manglam Build-Developers Limited subsequently mortgaged the said properties to Union Bank of India and Oriental Bank both located at Jaipur and thus there is an encumbrance on the said properties.

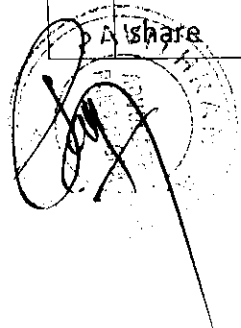
Even though the area of the entire property is 52,117 sq.mtrs., consist of three survey nos. 20/3-B, 20/3-A and 21/2-F, the said Manglam Build-Developers Limited have obtained all the approvals/licences in respect of property bearing Survey no.20/3-A, having an area of 32893 sq.mtrs., for the proposed construction of building project "CASA AMORA PHASE – III" for better identity, therefore, the Construction carried out / under construction in survey No.20/3-A, is legal, Valid and as per approved plans and other approvals issued by the competent authorities from time to time.

In view of the above and by virtue of the documents scrutinised by me I am of the opinion that Manglam Build-Developers Limited are the absolute owners in possession and holds absolute marketable title to the said land admeasuring 52,117 sq.mtrs., by virtue of Deed of Sale dated 11/10/2013, along with the residential Complex "CASA AMORA PHASE III", subject to the existing mortgage with Union Bank of India and Oriental Bank and the permissions and approvals obtained by the Owners from the various competent authorities shows that the ongoing construction of residential complex in the said Plot is legal and permissible and the prospective purchasers of his/her/their respective tenement/s can create an equitable valid mortgage with SBI on deposit of the agreements to be executed along with the NOC/letter of release issued by the



		Union Bank of India and Oriental Bank.
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.)	Ownership Rights.
10	If leasehold, whether,	NA
	a) Lease Deed is duly stamped and registered	
	b) Lessee is permitted to mortgage the Leasehold right.	NA
	c) Duration of the Lease/unexpired period of lease.	NA
	d) If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease Deed permitted sub-leasing and mortgage by Sub-Lessee also.	NA
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
	f) Right to get renewal of the leasehold rights and nature thereof.	NA
11	If Govt. grant/allotment/lease-cum-sale agreement, whether	NA
	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions.	NA
	The mortgagor is competent to create charge on such property	NA
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	NA
12	If occupancy right, whether:	-
	a) Such right is heritable and transferable	NA
	b) Mortgage can be created.	NA
13	Nature of Minor's interest, if any and	NA

	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.	
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	NA
	a) The Gift/Settlement Deed is duly stamped and registered;	NA
	b) The Gift/Settlement Deed has been attested by two witnesses:	NA
	c) The Gift/Settlement Deed transfers the property to Donee:	NA
	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
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	NA
	f) Whether the Donee is in possession of the gifted property;	NA
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	NA
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NA
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 a valid and enforceable mortgage.	NA
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his	Mutation has been effected in favour of previous owner as the occupant of the said Property.

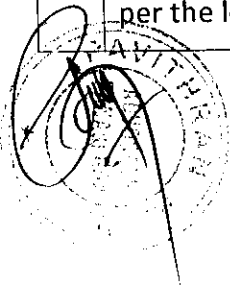


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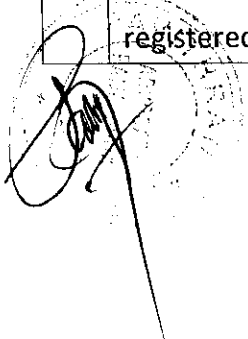
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	NA
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	NA
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	NA
16	Whether the title documents include any testamentary documents/Wills?	NA
	a) In case of Wills, whether the Will is registered Will or unregistered Will?	NA
	b) Whether Will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	c) Whether the property is mutated on the basis of Will?	NA
	d) Whether the original Will is available.	NA
	e) Whether the original death certificate of the testator is available.	NA
	f) What are the circumstances and/or documents to establish the Will in question is the last and final Will of the testator? (Comment on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the Will, all parties have acted upon the Will, etc. which are relevant to rely on the Will, availability of Mother/original title deeds are to be explained.)	NA



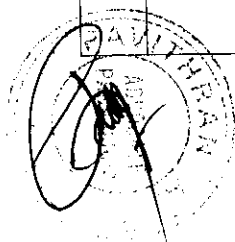
17	a) Whether the property is subject to any wakf rights?	No
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	NA
	c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	NA
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.	NA
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
19	a) Whether the property belongs to any trust or is subject to the rights of any trust?	NA
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	NA
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	NA
	d) Requirements, if any for creation of mortgage as per the Central/ State Laws applicable to the trust in the matter.	NA
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.	NA
	b) In case of agricultural property other relevant records/documents as per the local laws, if any are to be	NA



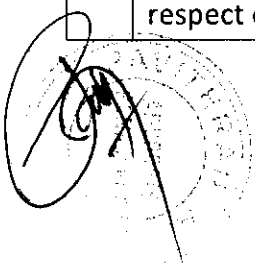
	verified to ensure the validity of the title and right to enforce the mortgage?	
	c) In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	Conversion Sanad under no.RB/CNV/TIS/AC-II/10/2015 dated 27/12/2016, issued by the Office of the District Collector, North Goa for conversion of the land under survey no. 20/3-A of village Bainguinim.
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz.Agricultural Laws, weaker sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	No
22	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Search reveals that the property is not part of any proposed acquisition.
23	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NA
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	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.	NA
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	NA



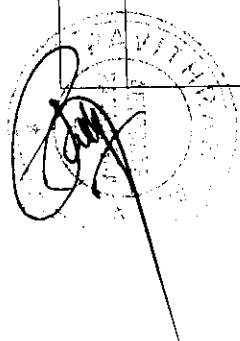
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	NA
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	NA
25	a) Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorisation to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Article of Association/provision for common seal etc.	NA
	b) i) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited Liability Partnership (LLP) firm?	NA
	b ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such Vendor Company/LLP (Seller) and the Vendee company (purchaser)?	NA
	b)iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the Vendor Company (Seller)?	NA
	b iv) If the search reveals encumbrances/charges, whether such charges/	NA



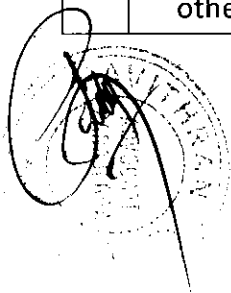
	encumbrances have been satisfied?	
26	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws	NA
27	a) Whether any POA is involved in the chain of title?	NA
	b) Whether the POA involved is one coupled 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 such is irrevocable as per law.	NA
	c) In case 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, Agreement of Sale, Sale Deeds, etc., in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	NA
	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.	NA
	e) In case of common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	NA



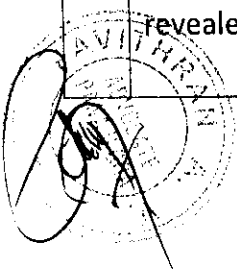
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?.	NA
	ii. Whether the POA is a registered one?	NA
	iii. Whether the POA is a special or general one?.	NA
	iv. Whether the POA contains a specific authority for execution of title document in question?	NA
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub-Registrar also?)	NA
	g) Please comment on the genuineness of POA?	NA
	h) The unequivocal opinion on the enforceability and validity of the POA?	NA
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticate in terms of the Law of the place, where it is executed.	NA
29	<p>If the property is a flat/ apartment or residential/ commercial complex, check and comment on the following:</p> <p>a) Promoter's/Land Owners' title to the land/building:</p>	<p>M/s.Manglam Build-Developers Limited are the absolute owners in possession and holds absolute marketable title to the said land admeasuring 52,117 sq.mtrs., by virtue of Deed of Sale dated 11/10/2013, along with the residential Complex "CASA AMORA PHASE III", subject to the existing mortgage with</p>



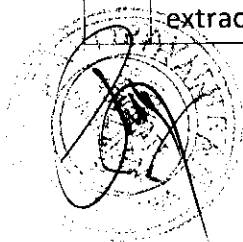
	Union Bank of India and Oriental Bank.
b) Development Agreement/ Power of Attorney	NA
c) Extent of authority of the Developer/ builder	NA
d) Independent title verification of the Land and/ or building in question	Title is independently verified.
e) Agreement of Sale (duly registered)	NA
f) Payment of proper stamp duty	NA
g) Requirement of registration of sale agreement, development agreement, POA, etc.;	NA
h) Approval of building plan, permission of appropriate/local authority, etc.,	Yes. Approved building plan and all necessary permissions are obtained from the concerned authorities.
i) Conveyance in favour of Society/ Condominium concerned	NA
j) Occupancy Certificate/ allotment letter/ letter of possession	Building is under construction.
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.	Yes
o) Requirements, for noting the Bank charges on the records of the Housing Society, if any.	NA
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.	Yes
30	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other local authorities or third party claims, liens, etc. and details thereof.	There is an encumbrance on the said properties as the same are presently mortgaged with Union Bank of India and Oriental Bank, which fact may be considered by the bank before disbursement.
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.	NA
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NA
33	a) Urban land ceiling clearance, whether required and if so, details thereon.	NA
	b) Whether no objection certificate under the Income Tax Act is required/obtained.	NA
34	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	Form I & XIV shows previous owner as the occupant of the said Property.
35	Whether the name of mortgagor is reflected as owner in the revenue/ municipal/village records?	No
36	a) Whether the property offered as security is clearly demarcated?	Yes
	b) Whether the demarcation/ partition of the property is legally valid?	Yes
	c) Whether the property has clear access as per the documents?	Yes
37	Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny?	Yes



	a) Document in relation to electricity connection;	NA
	b) Document in relation to water connection;	NA
	c) Document in relation to Sales Tax Registration, if any applicable.	NA
	d) Other utility bills, if any.	NA
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 (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/comment on the same.	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. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation Report is not made available.
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.	NA
41	Whether the bank will be able to enforce SARFESI Act, if required against the property offered as security.	Yes
42	In case of absence of original title 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	Original Agreement of Sale/Deed of Sale to be executed shall be available for deposit.



	any precaution to be taken by the Bank in this regard.	
43	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes.
44	Additional aspects relevant for investigation of title as per local laws	NA
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	NIL
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	The prospective Purchaser/s of respective tenements can create mortgage of their respective tenements.
47	a) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016	NA
	b) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	NA
	c) Whether the registered agreement for sale as prescribed in the above Act/Rule there under is executed?	NA
	d) Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulation Authority?	NA

Date : 30/10/2019

Place : Panaji, Goa

(Adv. Pavithran A. V.)

ANNEXURE – 'C'

CERTIFICATE OF TITLE

I have examined the Certified copies of Deeds and Title documents relating to land having an area of 52,117 sq.mtrs., (i.e. this land is formed out of an area of 12290 sq.mtrs., bearing survey no. 20/3-B, 32893 sq.mtrs., bearing survey no.20/3-A and 6934 sq.mtrs., of survey no. 21/2 (part)), being the distinct and separated part of the property denominated as "BONOTO", situated in the village of Bainguinim of Taluka and Sub-District of Ilhas, District of North Goa in the State of Goa, a distinct and separated part of the land formed out of amalgamation of the lands enrolled under Matriz Nos. 159, 160, 161, 162, 163, 164 and 165 of Bainguinim Village in the Land Registration Office of Ilhas, and presently surveyed under no. 20/3-B area of 12290 sq.mtrs., survey no.20/3-A area of 32893 sq.mtrs., and survey no. 21/2-F area of 5996 sq.mtrs.,

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

2. 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 valid mortgage. I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or my agent in making search.

3. Following scrutiny of Land records/ Revenue Records and 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.

4. The prospective purchasers upon executing agreement for sale/deed of sale with Manglam Build-Developers Limited, which shall be registered before the Sub-Registrar of Ilhas shall derive a



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marketable title to their respective tenements and can create a valid mortgage with the bank upon depositing the original Agreement for Sale/Deed of Sale after its execution. Since the entire project is mortgaged with Union Bank of India. It is necessary that, the required NOC / letter of release to be obtained from Union Bank of India and oriental bank before disbursement.

5. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable.

In case of creation of Mortgage by Deposit of the deeds, I certify that the deposit of the following title deeds/documents would create a valid and enforceable mortgage;

1. Agreement for Sale/Deed of Sale of prospective purchaser/s of his/her/their respective tenement/s.
2. Latest Nil Encumbrance Certificate.
3. NOC from the owners.
4. NOC/Releasing letter from Union Bank of India and Oriental Bank;

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

SCHEDULE OF THE PROPERTY

All that land having an area of 52,117 sq.mtrs., (i.e. this land is formed out of an area of 12290 sq.mtrs., bearing survey no. 20/3-B, 32893 sq.mtrs., bearing survey no. 20/3-A and 6934 sq.mtrs., of survey no. 21/2 (part)), being the distinct and separated part of the property denominated as "BONOTO", situated in the village of Bainguinim of Taluka and Sub-District of Ilhas, District of North Goa in the State of Goa, a distinct and separated part of the land formed out of amalgamation of the lands enrolled under Matriz Nos. 159, 160, 161, 162, 163, 164 and 165 of Bainguinim Village in the Land Registration



Office of Ilhas, and presently surveyed under no. 20/3-B area of 12290 sq.mtrs., survey no. 20/3-A area of 32893 sq.mtrs., and survey no. 21/2-F area of 5996 sq.mtrs., and land bearing survey no. 21/2-F is bounded as under:

East : By Survey No. 20/3-B of Bainguinim Village;

West : By Survey No. 21/2-D of Bainguinim Village;

North : By Survey No. 21/2-D of Bainguinim Village; and

South : By Survey no. 20/3 of Bainguinim Village;

Date : 30/10/2019

Place : Panaji, Goa


(Adv. Pavithran A. V.)