

S. N. Joshi

ADVOCATE HIGH COURT

NOTARY PUBLIC

E-mail: advsnjoshi@gmail.com

Office :
T-13, Third Floor, Jai Ram Complex,
Nevgi Nagar, Pousa de Ourem,
Panaji - Goa

Tel. No.: (0832) 2230770 / 2420100
Mobile: 9822102604 / 9423885061

Ref. No. SNJ/6213/2013

30/10/2013

Annexure-A

OBC LEGAL OPINION

To,
The Manager,
Oriental Bank of Commerce,
Panaji Branch, Patto Plaza
Panaji, Goa.

Dear Sir,

Reg : Title Opinion of a) ALL THAT Part/Portion of land admeasuring an area of 15,465 sq.mtrs., surveyed under Survey No.95/1 (part), forming part of the property known as 'Palmarinho' with its hill denominated "Horta", also known as 'Almachi Xerchibaram' or 'Odle Bhat', (hereinafter referred to as the 'Said Property 1' and more particularly described in Schedule I hereunder written), situated at Village Bambolim, Tiswadi Taluka, and which Part/portion of land is more particularly described in Schedule I-A hereunder written and is bounded hereto as follows:

On the North: By nallah and S.No. 102;
On the South: By the balance portion of S.No.95/1;
On the East: By the Property surveyed under S.No.94;
On the West: By property Surveyed under S.No.96

b) ALL THAT Part/Portion of land admeasuring an area of 6,785 sq.mtrs., surveyed under Survey No.100/1 (part), forming part of the property known as 'Palmgrove Velanchem Bhat Almas and New Plantation at Sea Shore' (hereinafter referred to as the 'Said Property 2' and is more particularly described in Schedule II hereunder written), situated at Village Bambolim, Tiswadi Taluka and which Part/portion of land is more particularly described in Schedule II-A hereunder written and is bounded hereto as follows:

On the North: By nallah and S.Nos. 101 and 102;

On the South: By the balance portion of S.No.100/1;

On the East: By Property surveyed under S.No.95/1 and 96/1;

On the West: By property Surveyed under S.No.99/2.

Both the portions of land being mortgaged are totally admeasuring an area of 22,250 sq.mtrs., and are shown in green and orange colour boundary line, in the Plan of the S.Nos.95/1(part) and S.No.100/1(part) annexed herewith.

With reference to your letter No.CN/1143/LOANS/1563/2013 dated 21/10/13, and the subsequent oral instructions, I, on the basis of the copies of title deeds forwarded to me pertaining to the said immovable property and the other information submitted by you, have conducted a detailed search and investigation and submit my report as under :

1. Name(s) and Address(es) of the Mortgagor(s) / Title holder(s)

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M/s Goan Real Estate and Construction Pvt. Ltd., a Private Limited Company incorporated under the Companies Act, 1956.

2. Documents submitted for verification and the present Title Investigation are as follows:

- i) Photocopy of the Portuguese extract of the Deed of Declaration, Partition and Sales dated 19th May, 1947, along with the translated copy, executed in the Judicial Division of Ilhas of Goa, Office of the Notary, Law Graduate, Doctor Joaquim de Santa Rita Colaco and before the Assistant of the said Notary, Shri Vinaeca Sinai Singbal, Assistant of the said Notary, recorded in Book No.381, at pages 38 to 64.
- ii) Photocopy of the Portuguese Inscription and Description Certificates, bearing Inscription Nos.19598, 19599, 19600, 19601, 19602, and 19603, along with the translated copies of the same, in respect to the property known as 'Palamarinho Com O Seu Oiteiro' (small palm grove with its hill) known as 'Horta', situated at Village Bambolim, described under No.1681.
- iii) Photocopy of the Deed of Sale dated 4/06/1990, executed between
1) Shri Esvonta Damu Candolkar, 2) Mrs.Yashodi Esvonta Candolkar, 3) Mr.Sitaram Damu Candolkar, 4) Mrs.Laxmi Sitaram Candolkar, 5) Mr.Mahanand Gajanand Candolkar, 6) Mrs. Sarita Candolkar, as the 'Vendors' and Mr. Jitendra C. Shah, H.U.F., 2)

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Shri Rajanikant Chhotalal Shah, H.U.F, 3) Smt. Taraben Chhotalal Shah and 4) Shri Sandeep Chhotalal Shah, Partners of M/s Tarasons Enterprises, as the 'Vendees', registered in the Office of the Sub-Registrar of Ilhas, at Panaji, under No.97/91, Book No.I, Vol.No.122, dated 15/1/1991.

- iv) Photocopy of the Deed of Sale-Cum-Mortgage dated 22/03/1991, executed between M/s Tarasons Enterprises, as 'the Vendors', and M/s Goan Real Estate and Construction Private Limited, as 'the Vendees', registered in the Office of the Sub-Registrar of Ilhas, under No.248/93, Book No.I, Volume No.215, dated 16/2/93.
- v) Photocopy of the Deed of Release dated 21/06/1993, executed by M/s Tarasons Enterprises, as the 'Releasors' and M/s Goan Real Estate and Construction Private Limited as 'the Releasees', registered in the Office of the Sub-Registrar of Ilhas, under No.1135/93, Book No.I, Vol.No.250, dated 8th September 93.
- vi) Photocopy of the Sanad No.CNV/TIS/81/92, dated 15/3/1994, issued by the Office of the Dy.Collector & S.D.O., Sub-Division, Panaji-Goa, in respect of Survey No.95/1(Part).
- vii) Photocopy of the Sanad No. RB/CNV/TIS/8/2006, dated 21st November, 2006, issued by the Office of the Collector, North Goa District, Govt.of Goa, Daman & Diu.

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viii) Photocopy of the Permission to M/s Goan Real Estate & Construction Private Limited, being Permission No.VP/CBT/Constn.Lic./96-97/8/401/, dated 24th December 1996 for the construction of Residential Complex-Phase-II (revised Plans), in respect to Survey Nos.95/1, 96/1 and 100/1, of Village Bambolim, Tiswadi-Goa, issued by the Office of the Village Panchayat of Curca, Bambolim Talaulim, Tiswadi, Goa.

ix) Photocopy of the Form I & XIV in respect of Survey No.95/1, situated at Village Bambolim, Tiswadi, Goa, wherein the name of M/s Goan Real Estate and Construction Private Limited is recorded in the Occupants Column.

x) Photocopy of the Portuguese extract of the Gift Deed dated 23/01/1926, along with the translation, executed at Murmugao, Goa, recorded in the Books of Deeds No.28 at pages 61 till page 64, the said (1) Indira Porob, widow of Morto Porob Sinari, together with her son Vasudev Porob Sinari and his wife Hirabai (2) Mathuri Porbini, wife of Anant Porob Sinari and her son Sripad Porob Sinari and his wife Kamlabai 3) Laximibai Pandit and her husband Pundalik Narayan Pandit and their son Raghvendra Pundalik Pandit and his wife Vatsal Pandit 4) Savitribai, widow of Gangaram Anant Shetye with their sons and daughters-in-law Narcinva Gangaram Shetye and his wife Mogabai and Anant Gangaram Shetye and his wife Xantabai.

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- xi) Photocopy of the Portuguese extract of the Certificate of Inventory Proceedings of Orphonological Jurisdiction No.6/68, along with the translation, carried out in the Court of the Civil Judge Senior Division at Panaji,
- xii) Photocopy of the Deed of Release dated 26/05/1975, recorded by Shri Balkrishna Sadashiv Sinai Vagle, Notary Ex-Officio, of Ilhas Taluka, Goa in the Book of Deeds No.606 at pages 86 overleaf onwards, the daughters of the aforesaid late Vasudev Morto Porob Sinari, namely 1) Pramodini Porobo Sinari alias Shaila Anand Saudagar and her husband Anand Shivram Saudagar; 2) Indira Porobo Sinari alias Sunita Sadaguru Prabhu Salgaunkar and her husband Sadguru Shantaram Prabhu Salgaunkar 3) Nalini Vassudeva Porobo Sinari alias Snehalata Vasant Dhond and her husband Vasant Panduranga Dhond 4) Gulaba Vassudeva Sinari alias Sheela Pondharinath Dukle and her husband Pondarinath Podmanaba Dukle 5) Kunda Vassudeva Porobo Sinari 6) Surekha Vassudeva Porobo Sinari and 7) Bharatha Vassudeva Porobo Sinari.
- xiii) Photocopy of the Certificate comprising the Noting of Repudiation of Inheritance dated 18th April, 1980.
- xiv) Photocopy of the Deed of Partition dated 22/5/1980, executed between (i) Laxmikant Vassudev Sinari alias Laxmikant Sinari and his wife (ii) Prashila Laxmikant Sinari and (iii) Suresh Vassudev Sinari alias Suresh Sinari, as 'the Parties of the First Part' and

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- (i) Anant Sripad Sinari and his wife Kusum Anant Sinari (ii) Shyamsundar Sripad Sinari and his wife Kishori Shyamsundar Sinari, (iii) Guruprasad Sripad Sinari and his wife Minaxi Guruprasad Sinari, as 'the Parties of the Second Part', registered in the Office of the Sub-Registrar of Ilhas, under No.464, at pages 338 to 353 of Book No.I, Vol.No.152 dated 26/11/1980.
- xv) Photocopy of the Matriz Certificate dated 7th August 1990, issued by the Office of the Mamlatdar & Head of Taluka Revenue Office, Tiswadi Taluka, Panaji.
- xvi) Photocopy of the Special Power of Attorney 25/08/1990, executed by Shri Anant Sripad Sinari and his wife Smt.Kusum Anant Sinari in favour Shri Shyamsundar Sripad Sinari, executed before Shri Shrihar Tamba, under No.10524.
- xvii) Photocopy of the Agreement for Sale dated 17/10/1991, executed between 1) Shri Anant Sripad Sinari and his wife 2) Smt.Kusum Anant Sinari; 3) Shri Shyamsundar Sripad Sinari alias Sham Sinari and his wife Smt. 4) Kishori Shyamsundar Sinari; 5) Shri Guruprasad Sripad Sinari and his wife; 6) Smt.Minaxi Guruprasad Sinari, as the 'Vendors' and M/s Goan Real Estate and Construction Private Limited, as the 'Vendee'.
- xviii) Photocopy of the Agreement of Sale dated 2/3/1992, executed between 1) Shri Laxmikant Vassudev Porobo and his wife 2) Smt. Prashila Laxmikant Sinai 3) Shri Suresh Vasudev Porob

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Sinari and his wife 4) Smt Shoba Suresh Sinari, as the 'Vendors' and M/s Goan Real Estate and Construction Pvt. Limited, as the 'Purchasers', registered before the Notary Shri Atmanand Verlekar, under Reg.No.499.

- xix) Photocopy of the Addendum to the aforesaid Agreement dated 2/3/1992, was carried out, by an Addendum to the Agreement dated 14/11/1992, executed between 1) Shri Laxmikant Vassudev Porobo and his wife 2) Smt. Prashila Laxmikant Sinai 3) Shri Suresh Vasudev Porob Sinari and his wife 4) Smt Shoba Suresh Sinari, as the 'Vendors' and M/s Goan Real Estate and Construction Pvt. Limited, as the 'Purchasers', attested before the Notary V.N. Lawande, at Panaji, under Reg.No.1987.
- xx) Photocopy of the Deed of Sale dated 11/05/1993, executed between (1) Smt.Kusum Anant Sinari (2) Shri Sripad Anant Sinari (3) Shri Shyamsundar Sripad Sinari (4) Smt. Kishori Shyamsundar Sinari (5) Shri Guruprasad Sinari (6) Smt.Minaxi Guruprasad Sinari, as the 'First Vendors' and (7) Shri Laxmikant Vasudev Porob Sinari, (8) Smt.Prashila Laxmikant Sinari (9) Shri Suresh Vasudev Porob Sinari (10) Smt.Shobha Suresh Sinari, as the 'Second Vendors' and M/s Goan Real Estate and Construction Limited, as the 'Vendee', registered in the Office of the Sub-Registrar of Ilhas under No.9/94, Book No.I, Vol.No.271, dated 4th January 1994.

- xxi) Photocopy of the letter under Ref.No.VP/CBT/257, dated 24th September, 1994, the Village Panchayat of Curca-Bambolim & Talaulim, Tiswadi-Goa, submitted the file to the Chief Town Planner, Town and Country Planning Department, Panaji-Goa, for Amalgamation of the Plots bearing Nos.95/1, 96/1 and 100/1 of Bambolim Village, Tiswadi, Goa.
- xxii) Photocopy of the Award dated 10/10/1995 passed by the Office of the Land Acquisition Officer PWD (Cell), Altinho, Panaji-Goa, in Case No.10/297/92/LAO-PWD.
- xxiii) Photocopy of the Civil Suit bearing RCS No.111/06/D, filed in the Court of the Civil Judge Senior Division at Panaji, by M/s Goan Real Estate & Construction Pvt.Ltd.against Mrs.Sebastian Andrade and others, along with the Consent Terms filed therein and Order in respect of said Consent Terms.
- xxiv) Photocopy of the Plan showing the proposed construction of residential buildings on S.Nos.95/1, 96/1 and 100/1 of Bambolim Village, Tiswadi Taluka.
- xxv) Photocopy of the Sanad bearing No.CNV/TIS/13/93, dated 31/3/1994, issued by the Office of the Dy.Collector & S.D.O., Panaji-Goa, in respect of plots bearing Survey Nos.11/1, 12/1, 101/1, 99/2, 96/1 and 100/1, admeasuring an area of 163250 sq.mtrs. for the purpose of Residential (Commercial Housing).

xxvi) Photocopy of Form I & XIV dated 19/07/2012 in respect to Survey No.100/1 of Village Bambolim, Tiswadi Taluka, wherein the name of P.W.D. Executive Engineer II (Roads), Panaji-Goa and M/s Goan Real Estate and Construction Private Limited is recorded in the Occupants Column.

xxvii) Photocopy of the Plan showing the part/portion to be mortgaged in respect to S.No.95/1 admeasuring an area of 15,465 sq.mtrs., the same being marked in green colour and the part/portion to be mortgaged in respect to the Survey No.100/1 admeasuring an area of 6,785 sq.mtrs, the same being marked in Orange colour in the said Plan.

3. Description of immovable property:

Plot No. / Property No.	Area (in sq.yds./sq.mtrs/sq.ft. / acres/hectares)	Location	Boundaries
Part/Portion of land surveyed under Survey No.95/1 (part) forming part of the Property	Admeasuring an area of 15,465 sq.mtrs.	Situated at Village Bambolim, Tiswadi Taluka.	North: By nallah and S.No. 102; South: By the balance portion of S.No.95/1; On the East:

known as 'Palmarinho' with its hill denominated "Horta", also known as 'Almachi Xerchibaram' or 'Odle Bhat',			By the Property surveyed under S.No.94; On the West: By property Surveyed under S.No.96
b)Part/Portion of land surveyed under Survey No.100/1 (part), forming part of the property known as 'Palmgrove Velanchem Bhat Almas	admeasuring an area of 6,785 sq.mtrs.,	Situated at Village Bambolim, Tiswadi Taluka.	On the North: By nallah and S.Nos. 101 and 102; On the South: By the balance portion of S.No.100/1; On the East: By Property surveyed

and New Plantation at Sea Shore'			under S.No.95/1 and 96/1; On the West: By property Surveyed under S.No.99/2.
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SCHEDULE I

(Description of the Said Property 1)

ALL THAT Property known as 'Palmarinho' with its hill denominated "Horta", also known as 'Almachi Xerchibaram' or 'Odle Bhat', admeasuring an area of 23750 sq.mtrs., surveyed under Survey No.95/1 of Village Bambolim, Sub-District of Ilhas, described in the Land Registration Office of Ilhas at Panaji, Goa, under No.1681 at folio 47 (overleaf) of Book B-5 New, bearing Matriz No.155 and bounded as under:

On the North: By the drain;

On the South: By the hill of the Comunidade;

On the East: By the property of Mainato of Taleigao

On the West: By the property of Sitaram Porobo Sinari
(SCHEDULE I-A)

(Description of the Said part/portion of the Property 1)

ALL THAT Part/Portion of land admeasuring an area of 15,465 sq.mtrs., surveyed under Survey No.95/1 (part), forming part of the property known as 'Palmarinho' with its hill denominated "Horta", also known as 'Almachi Xerchibaram' or 'Odle Bhat', which property is more particularly described in Schedule I hereinabove written, situated at Village Bambolim, Tiswadi Taluka.

The Boundaries of the aforesaid Part/Portion admeasuring an area of 15,465 sq.mtrs., surveyed under S.No.95/1 (part), is bounded hereto is as follows:

On the North: By nallah and S.No. 102;

On the South: By the balance portion of S.No.95/1;

On the East: By the Property surveyed under S.No.94;

On the West: By property Surveyed under S.No.96

SCHEDULE II

(Description of the Said Property 2)

ALL THAT Property, being a part of the property known as "Palmgrove Velanchem Bhat Almas and New Plantation at Sea Shore", admeasuring an area of 19125 sq.mtrs., surveyed under Survey No.100/1, situated at Village



Bambolim, within the area of the Village Panchayat of Curca, Bambolim, Santana, described as a whole in the Office of the Land Registrar of Ilhas, under No.1895 of Book B-5, New (number one thousand eight hundred ninety five of Book B-5, new), Taluka Sub-District of Ilhas, described in the Revenue Register (Matriz Predial) under No.117, 157 and 158 and is bounded as under:

On the North: By River Zuari;

On the South: By Palmgrove of Balcusts Sinai Dando and hill of Comunidade of Bambolim;

On the East: By Palmgrove of Father Gonsalves of Nazareth; property of Domingos Joao de Souza; property of Church of Chimbél; Property of the heirs of Antonio Jose and of David, Arecagrove and hill of Cacur Gaudó and hill of Comunidade of Bambolim;

On the West: By High Sea;

SCHEDULE II-A

(Description of the Said part/portion of the Property 2)

ALL THAT Part/Portion of land admeasuring an area of 6,785 sq.mtrs., surveyed under Survey No.100/1 (part), forming part of the property known as 'Palmgrove Velanchem Bhat Almas and New Plantation at Sea Shore'

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which property is more particularly described in Schedule II hereinabove written, situated at Village Bambolim, Tiswadi Taluka.

The Boundaries of the aforesaid Part/Portion, admeasuring an area of 6,785 sq.mtrs., surveyed under Survey No.100/1 (part), is bounded hereto is as follows:

On the North: By nallah and S.Nos. 101 and 102;

On the South: By the balance portion of S.No.100/1;

On the East: By Property surveyed under S.No.95/1 and 96/1;

On the West: By property Surveyed under S.No.99/2.

4. The Chain of title deeds scrutinized by me, as per Schedule I annexed herewith.

There exists a Property known as 'Palmarinho' with its hill denominated "Horta", also known as 'Almachi Xerchibaram' or 'Odle Bhat', admeasuring an area of 23750 sq. mtrs., surveyed under Survey No.95/1 of Village Bambolim, Sub-District of Ilhas, described in the Land Registration Office of Ilhas at Panaji, Goa, under No.1681 at folio 47 (overleaf) of Book B-5 New, bearing Matriz No.155, which property is more particularly described in Schedule I hereinabove written and is hereinafter referred to as the '**Said Property 1**'.

Originally the **Said Property 1** belonged to Vitorino de Melo also known as Victor de Melo and his wife Conceicao de Melo also known as Conie de Melo.



The said Vitorino de Melo expired on 10/11/1942 at Kurla Bombay, without any testament or any other disposition of his assets and left behind as his widow and half sharer the aforesaid Conceicao de Melo and as his sole and as universal heiress, Ms. Antonieta de Melo e Faria married to Joao Batista Purificacao de Faria.

Thereafter by a Deed of Declaration, Partition and Sales dated 19/05/1947, executed in the executed in the Judicial Division of Ilhas of Goa, Office of the Notary, Law Graduate, Doctor Joaquim de Santa Rita Colaco and before the Assistant of the said Notary, Shri Vinaeca Sinai Singbal, Assistant of the said Notary, recorded in Book No.381, at pages 38 to 64, said Conceicao de Melo sold to Sitaram Damu Candolkar, Esvonta Damu Candolkar and Mahananda Gajanand Candolkar, 1/4th share respectively of her right to the said Property. Similarly, Antonieta and her husband Joao Batista Purificacao de Faria, sold to said Sitaram, Esvonta and Mahananda 1/4th share respectively of their right in the said Property.

(Note: It is seen that the said Sitaram Damu Candolkar, Esvonta Damu Candolkar, being minors had been represented in the said Deed by their father namely, Damu Ezzo Candolcar. Similarly, Mahananda Gajanand Candolkar also has been represented in the said Deed by their father namely, Gajanan Ezzo Candolcar.)

By a note in the aforesaid Deed of Declaration, Partition and Sales dated 19/05/1947, it is written that on 9th March, 1948, under No.6 of the Day

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Book, the transfer of the right to half of the useful domain of the said property is inscribed in favour of Conceicao de Melo, also known as Conie de Melo. By another note in the same Deed, it is written that on 9th March, 1948, under No.7 of the Day Book, the transfer of the other half of the useful domain of the said property is inscribed in favour of Antonieta de Melo e Faria married to Joao Batista Purificacao de Faria.

The Inscription and Description Certificates that are on record show as under:

- a) Inscription No.19598 shows the transfer of the right to 1/8th of the said Property in favour of aforesaid Sitaram Damu Candolcar, the same having been acquired by him from Conceicao de Melo;
- b) Inscription No.19599 shows the transfer of the right to 1/8th of the said property in favour of Esvonta Damu Candolcar, the same having been acquired by him from Conceicao de Melo;
- c) Inscription Nos.19600 shows the transfer of the right to 1/4th of the said property in favour of Mahananda Gajanana Candolcar, the same having been acquired by him from Conceicao de Melo;
- d) Inscription Nos.19601 shows the transfer of the right to 1/8th of the said property in favour of Sitaram Damu Candolcar the same having been acquired by him from Antonieta de Melo e Faria and her husband Joao Batista Purificacao de Faria;
- e) Inscription Nos.19602 shows the transfer of the right to 1/8th of the said property in favour of Esvonta Damu Candolcar, the same having been acquired by him from Antonieta de Melo e Faria and her husband Joao Batista Purificacao de Faria;

- f) Inscription Nos.19603 shows the transfer of the right to 1/4th of the said property in favour of Mahananda Gajanana Candolcar, the same having been acquired by him from Antonieta de Melo e Faria and her husband Joao Batista Purificacao de Faria;

In view of the above, transfer of 1/8th right each of the said property stands transferred in the name of Sitaram and Esvonta, acquired by them from said Conceicao and Antoneita and her husband Joao Batista respectively and 1/4th right each of the said property stands transferred in the name of Mahanada, also acquired by him from said Conceicao, Antoneita and her husband Joao Batista respectively.

By an Agreement dated 10/8/1988, the Vendors therein had agreed to sell to the Vendee the said property, upon such terms and conditions as stipulated in the said Agreement therein.

Thereafter, vide a Deed of Sale dated 4/06/1990, executed between 1) Shri Esvonta Damu Candolkar, 2) Mrs.Yashodi Esvonta Candolkar, 3) Mr.Sitaram Damu Candolkar, 4) Mrs.Laxmi Sitaram Candolkar, 5) Mr.Mahanand Gajanand Candolkar, 6) Mrs.Sarita Candolkar, as the 'Vendors' and Mr.Jitendra C. Shah, H.U.F., 2) Shri Rajanikant Chhotlal Shah, H.U.F, 3) Smt. Taraben Chhotlal Shah and 4) Shri Sandeep Chhotlal Shah, Partners of M/s Tarasons Enterprises, as the 'Vendees', registered in the Office of the Sub-Registrar of Ilhas, at Panaji, under No.97/91, Book No.I, Vol.No.122, dated 15/1/1991, the Vendors therein sold and conveyed to the Vendees the said property.

A Deed of Sale-Cum-Mortgage dated 22/03/1991 was executed between M/s Tarasons Enterprises, as 'the Vendors', and M/s Goan Real Estate and Construction Private Limited, as 'the Vendees', registered in the Office of the Sub-Registrar of Ilhas, under No.248/93, Book No.I, Volume No.215, dated 16/2/93. In the said Deed, M/s Goan Real Estate & Construction Private Limited, purchased the said property from M/s Tarasons Enterprises on paying some amount as stated therein at the time of execution of Deed of Sale-Cum-Mortgage and simultaneously creating a charge on the said property by way of mortgage of the same property in favour of the Vendors, i.e. M/s Tarasons Enterprises towards security of payment of the balance amount payable over a period of time as indicated in the said Deed of Sale-Cum-Mortgage therein.

Thereafter, by a Deed of Release dated 21/06/1993, executed by M/s Tarasons Enterprises, as the 'Releasors' and M/s Goan Real Estate and Construction Private Limited as 'the Releasees', registered in the Office of the Sub-Registrar of Ilhas, under No.1135/93, Book No.I, Vol.No.250, dated 8th September 93, the Releasors therein, i.e. M/s Tarasons Enterprises, upon having received the balance consideration amount from the Releasees i.e. M/s Goan Real Estate and Construction Private Limited, released the charge created by the aforesaid mortgage on the said property, thus making the said property free from all charges, liens and encumbrances.

In view of the above, it is seen that M/s Goan Real Estate and Construction Private Limited became the owners in possession of the Said Property 1, more particularly described in the Schedule I hereinabove



written from 21/06/1993. It is also further confirmed that the construction work being undertaken thereon is an ongoing Project.

Thereafter it is seen that by way of mutation, M/s Goan Real Estate & Construction Private Limited has got its name recorded in the Occupant Column of Form I & XIV in respect to the said Property I, Surveyed under Survey No.95/1(part).

M/s Goan Real Estate & Construction Private Limited has obtained a Conversion Sanad No.CNV/TIS/81/92, dated 15/3/1994, from the Office of the Dy.Collector & S.D.O., Sub-Division, Panaji-Goa, in respect of Survey No.95/1(Part) for an area admeasuring 21400 sq.mtrs. for the purpose of residential (Commercial Housing). It is required to be clarified that 95/1 and 95/0 is one and the same Survey Number. When there are no Sub-divisions Survey No.95 is referred to either as 95/1 or 95/0.

The Office of the Village Panchayat of Curca Bambolim Talaulim, Tiswadi, Goa, has granted Permission to M/s Goan Real Estate & Construction Private Limited, being Permission No.VP/CBT/Constn.Lic./96-97/8/401/, dated 24th December 1996 for the construction of Residential Complex-Phase-II (revised Plans), in respect to Survey Nos.95/1, 96/1 and 100/1, of Village Bambolim, Tiswadi-Goa.

There exists another Property known as "Palmgrove Velanchem Bhat Almas and New Plantation at Sea Shore", admeasuring an area of 19125 sq.mtrs., surveyed under Survey No.100/1, situated at Village Bambolim,

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within the area of the Village Panchayat of Curca, Bambolim, Santana, described as a whole in the Office of the Land Registrar of Ilhas, under No.1895 of Book B-5, New (number one thousand eight hundred ninety five of Book B-5, new), Taluka Sub-District of Ilhas, described in the Revenue Register (Matriz Predial) under No.117, 157 and 158, which Property is more particularly described in Schedule II hereinabove written and is hereinafter referred to as '**the Said Property 2**;

Originally the said **Property 2** originally belonged to Sitaram Porobo Sinari and his wife Janki Sinari. The said Sitaram Porobo and Janiki expired leaving behind the following heirs:

- 1) Bhaskar Porob Sinari (son) married to Laxmi Porbini;
- 2) Anant Porob Sinari (son) married to Mathuri Porbini;
- 3) Morto Porob Sinari (son) married to Indira Porob Sinari;
- 4) Laximibai Pandit (daughter) married to Pundalik Narayan Pandit;
- 5) Savitribai Shetye (daughter) married to Ganjaram Anant Shetye.

The aforesaid Bhaskar Porob Sinari and his wife Laxmi Porbini died without heirs.

The said Anant Porob Sinari and Mathuri Porbini had 2 sons and 2 daughters namely:

- 1) Shripad Porob Sinari (son);
- 2) Shantaram Porob Sinari (son);
- 3) Vatsal Pandit (daughter) married to Raghvendra Pandit;
- 4) Moga Shetye (daughter) married to Narcinva Gangaram Shetye and

The said Morto Porob Sinari and his wife Indira Porob Sinari had two sons, namely:

- 1) Vassudev Porob Sinari and
- 2) Manohar Porob Sinari.

Vide a Gift Deed dated 23/01/1926, executed at Murmugao, Goa, recorded in the Books of Deeds No.28 at pages 61 till page 64, the said (1) Indira Porob, widow of Morto Porob Sinari, together with her son Vasudev Porob Sinari and his wife Hirabai (2) Mathuri Porbini, wife of Anant Porob Sinari and her son Sripad Porob Sinari and his wife Kamlabai 3) Laximibai Pandit and her husband Pundalik Narayan Pandit and their son Raghvendra Pundalik Pandit and his wife Vatsal Pandit 4) Savitribai, widow of Gangaram Anant Shetye with their sons and daughters-in-law Narcinva Gangaram Shetye and his wife Mogabai and Anant Gangaram Shetye and his wife Xantabai, made mutual gifts as stipulated in the said Gift Deed therein, by which the said Property was to belong exclusively to the grandsons/male heirs of late Sitaram Porob Sinari, namely (i) Sripad Anant Porob Sinari (ii) Shantaram Anant Porob Sinari (iii) Vasudev Morto Porob Sinari and (iv) Manohar Morto Porob Sinari.

Thereafter, upon perusal of the Certificate of Inventory Proceedings of Orphonological Jurisdiction No.6/68, carried out in the Court of the Civil Judge Senior Division at Panaji, it is seen that Vasudev Morto Porob Sinari was married to Hirabai Porob Sinari. Said Hirabai died on 1/07/1940, leaving behind as her legal heirs, her moiety holder and

widower, her husband Vasudev Morto Porob Sinari and her two daughters namely Gulabai Porobo Sinari and Nalinibai Porobo Sinari. Upon her death, Partition Proceedings were initiated. In the said Inventory 1/4th of the Said Property 2 (i.e. Palmgrove Velanchem Bhat Almas and New Plantation at Sea Shore') was enlisted under item No.2. The Chart of allotment of assets was drawn therein and the Partition of the assets was carried out amongst the said legal heirs and the same was confirmed by an Order dated 20th January 1941, passed by the Court of the Civil Judge Senior Division at Panaji.

Thereafter, Vasudev Morto Porob Sinari expired on 17/10/1962, leaving behind as his widow and moiety-holder his second wife also named Hirabai Porobo Sinari and the following children as his legal heirs:

From the first marriage:

- 1) Nalini Vassudeva Porobo Sinari married to Vassanta Panduranga Dhondo and
- 2) Gulabi Vassudeva Porobo Sinari

From the second marriage:

- 1) Indira Porobo Sinari;
- 2) Loximicanta Porobo Sinari;
- 3) Pramodini Vassudeva Porobo Sinari;
- 4) Cunda Vassudeva Porobo Sinari;
- 5) Surexa Vassudeva Porobo Sinari;
- 6) Bharati Vassudeva Porobo Sinari;

It is seen that upon the death of said Vasudev Morto Porob Sinari, another Inventory Proceedings of Orphan's Jurisdiction were initiated which are appended to the Inventory Proceedings of Orphans Jurisdiction initiated upon the death of the aforesaid Hirabai Porobo Sinari (first wife of said Vassudev) and the Chart of allotment of assets owned by late Vasudeva was drawn and the said assets were partitioned amongst the aforesaid Legal heirs and the same was confirmed by an Order dated 31/3/1971, passed by the Court of the Civil Judge Senior Division, at Panaji.

It is further seen that said Shantaram Anant Porob Sinari died as bachelor in the year 1955 and said Manohar Porob Sinari died as bachelor in the year 1969.

Vide a Deed of Release dated 26/05/1975, recorded by Shri Balkrishna Sadashiv Sinai Vagle, Notary Ex-Officio, of Ilhas Taluka, Goa in the Book of Deeds No.606 at pages 86 overleaf onwards, the daughters of the aforesaid late Vasudev Morto Porob Sinari, namely 1) Pramodini Porobo Sinari alias Shaila Anand Saudagar and her husband Anand Shivram Saudagar; 2) Indira Porobo Sinari alias Sunita Sadaguru Prabhu Salgaunkar and her husband Sadguru Shantaram Prabhu Salgaunkar 3) Nalini Vassudeva Porobo Sinari alias Snehalata Vassant Dhond and her husband Vasant Panduranga Dhond 4) Gulaba Vassudeva Sinari alias Sheela Pondharinath Duple and her husband Pondarinath Podmanaba Duple 5) Kunda Vassudeva Porobo Sinari 6) Surekha Vassudeva Porobo Sinari and 7) Bharatha Vassudeva Porobo Sinari, relinquished, renounced

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gratuitously in favour of all the other co-heirs all their undivided rights to the inheritance of their late uncle Manohar Porobo Sinari.

Further it is seen that, said Sripad and his wife Kamlabai Sinari, both expired (*date not known*) leaving behind their following heirs, namely:

- 1) Anant Sripad Porob Sinari (son);
- 2) Shyamsundar Sripad Porob Sinari (son);
- 3) Pramila Manohar Lotlikar (daughter) married to Manohar Vectesh Sinai Lotlikar ;
- 4) Shanti Dattatray Kamat (daughter), widow of late Dattatray Kamat.

By an Indenture dated 17th April, 1980, executed before the Civil Judge Senior Division, the aforesaid Pramila Manohar Lotlikar and her husband Manohar Vencatesh Lotlikar and Shanti Dattatray Kamat widow of late Dattatray Kamat and her son Subhash Dattatray Kamat, represented therein by their Power of Attorney Holder namely, Mrs. Quixori Sinary, repudiated their inheritance to the estate of late Sripad Anant Sinari and his wife late Kamalbai Sripad Sinari.

(Note: The Certificate comprising the Noting of Repudiation of inheritance is on record)

Thereafter, vide a Deed of Partition dated 22/5/1980, executed between (i)Laxmikant Vassudev Sinari alias Laxmikant Sinari and his wife (ii) Prashila Laxmikant Sinari and (iii) Suresh Vassudev Sinari alais Suresh Sinari, as 'the Parties of the First Part' and (i)Anant Sripad Sinari and his wife Kusum Anant Sinari (ii) Shyamsundar Sripad Sinari and his wife



Kishori Shyamsundar Sinari, (iii) Guruprasad Sripad Sinari and his wife Minaxi Guruprasad Sinari, as 'the Parties of the Second Part', registered in the Office of the Sub-Registrar of Ilhas, under No.464, at pages 338 to 353 of Book No.I, Vol.No.152 dated 26/11/1980, the Parties of the First Part and the Parties of the Second Part who were in joint possession of the Said Property 2 (i.e. Palmgrove Velanchem Bhat Almas and New Plantation at Sea Shore'), for the purpose of partition, sub-divided the said Property 2 into 15 sub-plots and accordingly, sub-plots 1, 3, 5, 7, 11, 13 and 14 (i.e. Part I) of the Said Property 2 were allotted to the Parties of the First Part and sub-plots 2, 4, 6, 8, 9, 10, 12 and 15 (i.e. Part II) of the Said Property 2 were allotted to the Parties of the Second Part.

In view of the above, it is further seen that half of the right, title and interest of the said sub-plots in Part I, would be held jointly by the aforesaid Laxmikant Vassudev Sinari and his wife Prashila Laxmikant Sinari and the other remaining half right, title and interest of the said sub-plots in Part I would be held Suresh Vassudev Sinari. Similarly, each of the Second Parties referred to herein above, namely, Anant Sripad Sinari and his wife Kusum Anant Sinari; Shyamsundar Sripad Sinari and his wife Kishori Shyamsundar Sinari and Guruprasad Sripad Sinari and his wife Minaxi Guruprasad Sinari, would be entitled to one third right, title and interest, of the aforesaid sub-plots in Part II, to be held by them respectively.

Thereafter, by an Agreement for Sale dated 17/10/1991, executed between 1) Shri Anant Sripad Sinari and his wife 2) Smt.Kusum Anant Sinari; 3) Shri Shyamsundar Sripad Sinari alias Sham Sinari and his wife

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Smt. 4) Kishori Shyamsundar Sinari; 5) Shri Guruprasad Sripad Sinari and his wife; 6) Smt. Minaxi Guruprasad Sinari, as the 'Vendors' and M/s Goan Real Estate and Construction Private Limited, as the 'Vendee', attested before the Notary Shridhar Tamba, under Reg.No.10524, the Vendors therein agreed to sell to the Vendee therein Plot Nos.2, 4, 6, 8, 9, 10, 12 and 15 forming part of the Said property 2, upon such terms and conditions as stipulated in the said Agreement therein.

Vide an Agreement of Sale dated 2/3/1992, executed between 1) Shri Laxmikant Vassudev Porobo and his wife 2) Smt. Prashila Laxmikant Sinai 3) Shri Suresh Vasudev Porob Sinari and his wife 4) Smt Shoba Suresh Sinari, as the 'Vendors' and M/s Goan Real Estate and Construction Pvt. Limited, as the 'Purchasers', attested before the Notary Public Shri Atmanand, Notary at Curchorem, under No.499, on 2/3/1992, the Vendors therein agreed to sell to the Purchasers therein, the aforesaid Plots Nos. 1, 3, 5, 7, 11, 13 and 14 forming part of the Said property 2, upon such terms and conditions as stipulated in the said Agreement therein.

Thereafter, an Addendum to the aforesaid Agreement dated 2/3/1992, was carried out, by an Addendum to the Agreement dated 14/11/1992, executed between 1) Shri Laxmikant Vassudev Porobo and his wife 2) Smt. Prashila Laxmikant Sinai 3) Shri Suresh Vasudev Porob Sinari and his wife 4) Smt Shoba Suresh Sinari, as the 'Vendors' and M/s Goan Real Estate and Construction Pvt. Limited, as the 'Purchasers', whereby the Vendors therein repealed and modified the clause no.(xi) of the said Agreement dated 2/3/1992.

Vide a Deed of Sale dated 11/05/1993, executed between (1) Smt. Kusum Anant Sinari (2) Shri Sripad Anant Sinari (3) Shri Shyamsundar Sripad Sinari (4) Smt. Kishori Shyamsundar Sinari (5) Shri Guruprasad Sinari (6) Smt. Minaxi Guruprasad Sinari, as the 'First Vendors' and (7) Shri Laxmikant Vasudev Porob Sinari, (8) Smt. Prashila Laxmikant Sinari (9) Shri Suresh Vasudev Porob Sinari (10) Smt. Shobha Suresh Sinari, as the 'Second Vendors' and M/s Goan Real Estate and Construction Limited, as the 'Vendee', registered in the Office of the Sub-Registrar of Ilhas under No.9/94, Book No.I, Vol.No.271, dated 4th January 1994, the Vendors therein sold and conveyed their respective Plots as mentioned in said Deed of Sale therein Surveyed under S.Nos.11/1, 12/1, 96/1, 99/2, 100/1 and 101/1 in favour of the Vendee therein.

There is an Award dated 10/10/1995 passed by the Office of the Land Acquisition Officer PWD (Cell), Altinho, Panaji-Goa, in Case No.10/297/92/LAO-PWD, wherein it is stated that the Executive Engineer, Works Division II, P.W.D., Panaji had proposed for acquisition of an area of 1950 sq.mtrs. *(for construction and widening of road Nauxi Bambolim to Siridao)* for which Notification under Section 4 of the said Act bearing No.22/176/92-RD dated 23/11/92 was issued and published. Subsequently the land was properly demarcated and surveyed by the Land Survey Department and the area worked out as 1025 sq.mtrs. for which Notification No.22/175/92-RD dated 29/10/93 under Section 6 was issued and published. Therefore 1025 sq.mts. was held to be the true area of the land under acquisition for the purpose of the said Award. From the

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available records, it is seen that the said area acquired for acquisition is from Survey Ns. 11/1 (part), 101/1(part) and 100 part.

(Note: These details have been taken from the aforesaid Award dated 10/10/1995).

From the perusal of the Documents, it has been seen that there have been various tenancy Cases filed from time to time by some Parties claiming their tenancy right in respect to the Said Property 2.

Points to be noted in respect to the aforementioned subject:

- 1) There was a Special Civil Suit No.115/92/A filed in the Court of the Civil Judge Senior Division, by one Santana Andrade and others, claiming tenancy rights, which Case was dismissed by an Order dated 6th April, 1999.
- 2) There was another Tenancy Case No.34/1994 and the same was dismissed by the Mamlatdar of Tiswadi.
- 3) Tenancy Case No.27/1995, was dismissed by an Order dated 4/6/2002, passed by the Jt. Mamlatdar-II of Tiswadi.
 - a) Thereafter an Appeal was filed by the Dy. Collector i.e. tenancy Appeal No.25/2003;
 - b) Dy.Collector dismissed the contentions in said tenancy Appeal No.25/2003 by Judgment and Order dated 8/2/2006 and the Order of the Trial Court (i.e. Jt. Mam.- III) dtd.4th June, 2002 in tenancy Case No.4th June, 2002 in tenancy case No.27/95 is upheld.

- c) Thereafter Writ Petition No. 51/2006 was filed against the Order of the Dy. Collector and the same was dismissed on 2/3/2006 on 2nd March, 2006.
- 4) Another Suit bearing Spl. Civil Suit No.142/2003/B – In the pendency of this Suit, an application for temporary Injunction was, being Civil Misc. Application No.259/2003/B was filed and the said Application was dismissed by the Civil Judge Senior Division at Panaji by Order dated 5th July, 2005.
- 5) It is thereafter seen that the Parties claiming tenancy rights formed various groups and once again filed 11 different tenancy applications before the Mamlatdar of Tiswadi, bearing Case Nos.JM/TNC/DECL/1/06, 2/06, 3/06, 5/06, 6/06, 7/06, 8/06, 9/06, 10/06, 11/06 and 13/06 and in the pendency of the said applications applied for temporary injunction. The said Cases were filed against the Original owners and against M/s Goan Real Estate & Construction Pvt. Ltd.
- a) The Jt. Mamlatdar-III of Tiswadi vide common Judgment and Order dated 30/10/2006 dismissed the said applications for temporary injunction.

Note: The aforementioned facts have been taken from Civil Suit bearing RCS No.111/06/D, filed in the Court of the Civil Judge Senior Division at Panaji, by M/s Goan Real Estate & Construction Pvt. Ltd. against Mrs. Sebastian Andrade and others.

Further, it is seen that Consent Terms had been filed by said Sebastian Andrade and others in Regular Civil Suit No.111/06/B. In view of the said

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Consent Terms filed, the Suit was disposed off by the Court of the Civil Judge Senior Division at Panjim, setting at rest all the ongoing disputes in respect of the said Property 2, paving way for uninterrupted/undisturbed possession and enjoyment of the said Property 2 by M/s Goan Real Estate and Construction Pvt. Ltd.

By a letter under Ref. No.VP/CBT/257, dated 24th September, 1994, the Village Panchayat of Curca-Bambolim & Talaulim, Tiswadi-Goa, submitted the file to the Chief Town Planner, Town and Country Planning Department, Panaji-Goa, for Amalgamation of the Plots bearing Nos.95/1, 96/1 and 100/1 of Bambolim Village, Tiswadi, Goa.

In view of the permission (Construction Licence under No.VP/CBT/Constn.Lic./96-97/8/401/, dated 24th December 1996), as mentioned hereinabove, issued by the Village Panchayat of Curca Bambolim Talaulim, Tiswadi, which also refers to the Approval by the Town and Country Department, there is no requirement for a separate Order for amalgamation in respect to Survey Nos.95/1 (part) and 100/1(part).

Vide Sanad bearing No.CNV/TIS/13/93, dated 31/3/1994, the Office of the Dy.Collector & S.D.O., Panaji-Goa, granted permission to use the plots bearing Survey Nos.11/1, 12/1, 101/1, 99/2, 96/1 and 100/1, admeasuring an area of 163250 sq.mtrs. for the purpose of Residential (Commercial Housing).

Form I & XIV dated 19/07/2012 in respect to Survey No.100/1 of Village Bambolim, Tiswadi Taluka, shows the name of P.W.D. Executive Engineer II (Roads), Panaji-Goa and M/s Goan Real Estate and Construction Private Limited recorded in the Occupants Column.

M/s. Goan Real Estate and Construction Ltd. have applied for the Nil Encumbrance Certificate and the same will be deposited with the Bank once collected.

5. Search in Sub-Registrar's Office:

i) Location of property of the sub-district within which the property is located and the address of the registering officer. In case the property is situated in more than one sub-district / districts, the particulars of all the concerned sub-districts/districts and address of the registering offices to be given: **the details have already been given in the Schedules hereinabove written.**

ii) Search and Investigation

(The search in the records such as index No.1, Index No.2, Book No.1/Supplementary Book No.1 should be made atleast for the past 13 years to trace any encumbrance is created on the property. A brief narration may be given on the route and chain of title to the extent of complete chain and how the title is conferred on the mortgagor. The details of the books/indexes searched by Advocate to be stated. In the event of any break in the chain of title or incase of any mortgage,

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charge or encumbrance subsists over the property, the details thereof specifying how the break in the chain of title took place to be stated. Confirm and state that the original title deeds submitted are originals registered before the Registrar of Assurance).

We have verified the Photocopies of the Documents to be deposited for equitable mortgage. The Originals are yet to be produced.

- iii) Whether the property is ancestral and/or under joint ownership. If so, details of the co-parceners/Karta and/or the co-owners. The respective shares should be incorporated specifically: Not applicable
- iv) **Minor's delinquent, untraced person's interest:**
(Any minor's interest if involved in the property proposed to be mortgaged or any other claims. If minor's interest is involved what precautions are to be taken to protect Bank's interest as a mortgagee to be stated. Please note that if the property belongs to a minor, permission of Court is generally required to create the mortgage of the property): **Not applicable.**
- v) **Documents pending for registration :**
(the enquiry is to be made whether any document creating mortgage, charge or encumbrance is pending for registration in the concerned Sub-Registrar's/Registrar's office are to be stated. If so, full details of such charge etc. of charge holders' should be specified): Not applicable.

6. Whether Urban Land (Ceiling and Regulation) Act 1976 is applicable in 'State where the property is located. If applicable whether the immovable property(ies) fall(s) within the purview of the Act, verification and investigation should be made under Section 26, 27 and 28 of the Act to ensure that mortgagor(s) has / have obtained necessary permission from the competent authority under the Act. Documentary evidence showing such permission is obtained has to be attached with the report: **Not applicable**
7. Whether the property is acquired under the Land Acquisition Act, 1894 and applicability of other State Legislations.: **Not applicable**
8. Leasehold immovable Property (where land / building is leasehold, please verify the terms of lease, whether any permission/NOC from the lessors / competent authority is required for creation of mortgage of such leasehold property and advice the precautions to be taken obtaining such property in mortgage): **Not applicable.**
9. Investigation under Income Tax Act 1961

(Any permission of the concerned Assessing Officer under any of the provisions of Act is required for creating mortgage or any Certificate to be submitted to the Bank to show that no dues are outstanding to Income Tax Dept.): **Not applicable.**
10. Investigation in regard to agricultural land:

16. Whether any bar to create mortgage as in case of agricultural land in Delhi ? Any CLU / house tax / notification of land vesting in municipal authority?

Not Applicable.

17. Whether any restriction on sale of property? N.A.

e.g. J & K, Uttaranchal & HP etc.

18. Whether any approvals / clearances required or obtained, detail ?

Not applicable

The following documents in addition to documents mentioned in Chain of documents in original as well as copies as the case may be alongwith additional documents mentioned above, varying from case to case may also be obtained for creation of valid equitable mortgage by deposit of the title deeds (varying from case to case).

1. House Tax assessment order pertaining to property to be mortgaged.
2. Site Plan (sanctioned)
3. House Tax receipt pertaining to property to be mortgaged
4. Self assessment return form
5. Electricity / Water Bill
6. Copy of PAN Card / Driving License / Passport etc.
7. Income Tax returns
8. Affidavit of mortgagor as to how he/she is connected with the account in which he / she is furnishing his / her property as security.
9. In case of property of Builders, in addition to the GPA / SPA, Collaboration / Builders Agreement, the PAN No. & ITCC of Builder,

his history, copy of some regd. Documents and endorsement on the original sale deed (if retained by original owner / builder) be made, if possible, so that previous document even if retained by the Owner / Builder cannot be misused.

10. In case the property to be mortgaged is related to the company, then Resolutions, MOA / AOA and ROC record may be obtained.

11. In any case where ever the previous original title deed is missing or retained by earlier owner, the original title deed be seen & endorsed or an affidavit be obtained from the person retaining the original title deeds, that he will not misuse it.

12. Affidavit that mortgagor deposited title deeds with intention, has deposited all documents, would not misuse any document to detriment of bank etc., may also be obtained.

13. The stamp duty payable on Oral Assent (if applicable)

14. NOC / No Dues certificate from lessor / land authority.

15. In case of HUF / Trust, appropriate affidavit be obtained & further necessary documents be also obtained.

(In view of the details given at column 1 to 17, this column is not applicable for this Opinion.)

CERTIFICATE:

I hereby certify that I have personally searched and verified the information furnished in this report. The statement and other information given in the report are correct and true. I certify that M/s Goan Real Estate and Construction Pvt. Ltd. have got a valid, clear, absolute and marketable title over the property shown above. If M/s Goan Real

Estate Construction Private Limited through any of it's Directors or Authorized Signatory supported with the Resolution to be passed by BOD *is personally present (alongwith identity proof) deposits the title deeds in original or as mentioned herein above along with documents mentioned hereunder, with intention to create equitable mortgage will satisfy the requirements of creation of equitable mortgage. On deposit of the following title documents in original, equitable mortgage can be created on the said Property, which are hereto as follows: The following person/s should be present personally (alongwith identity proof) to deposit the original title deeds with your Bank / Branch for creation of equitable mortgage :*

(Note: The particulars marked in Italics are the details as per the Bank's Format)

- a) Original Deed of Sale-Cum-Mortgage dated 22/03/1991, executed between M/s Tarasons Enterprises, as 'the Vendors', and M/s Goan Real Estate and Construction Private Limited, as 'the Vendees', registered in the Office of the Sub-Registrar of Ilhas, under No.248/93, Book No.I, Volume No.215, dated 16/2/93.
- b) Original Deed of Release dated 21/06/1993, executed by M/s Tarasons Enterprises, as the 'Releasors' and M/s Goan Real Estate and Construction Private Limited as 'the Releasees',

registered in the Office of the Sub-Registrar of Ilhas, under No.1135/93, Book No.I, Vol.No.250, dated 8th September 93.

- c) Original Deed of Sale dated 11/05/1993, executed between (1) Smt. Kusum Anant Sinari (2) Shri Sripad Anant Sinari (3) Shri Shyamsundar Sripad Sinari (4) Smt. Kishori Shyamsundar Sinari (5) Shri Guruprasad Sinari (6) Smt. Minaxi Guruprasad Sinari, as the 'First Vendors' and (7) Shri Laxmikant Vasudev Porob Sinari, (8) Smt. Prashila Laxmikant Sinari (9) Shri Suresh Vasudev Porob Sinari (10) Smt. Shobha Suresh Sinari, as the 'Second Vendors' and M/s Goan Real Estate and Construction Limited, as the 'Vendee', registered in the Office of the Sub-Registrar of Ilhas under No.9/94, Book No.I, Vol.No.271, dated 4th January 1994.
- d) Original Board Resolution of M/s. Goan Real Estate & Construction Pvt. Ltd. for creation of equitable Mortgage.

Note:

The Borrowers/Mortgagors have applied for the Nil Certificate of Encumbrance in respect to the Plots of land, before the Sub-Registrar of Ilhas at Panaji. They have agreed to submit the same to the Bank as soon as it is received.

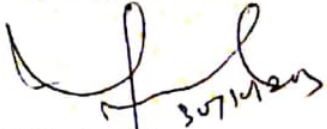
The Bank should get registered its charge with ROC.

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Hope present opinion will suffice your purpose.

With Regards



(S. N. Joshi)

Signature of the
Empanelled
Advocate

Place: Panaji

Date: 30/10/2013