

**CERTIFICATE OF TITLE**

To,

**RAJDEEP BUILDERS,**

#708-710, 7<sup>th</sup> Floor, Gera Imperium Star,

Near Central Library, Panaji-Goa, 403001.

**1) Name and Address of the Title Holder :-**

- a) THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED,** a Co-operative Housing Society with its office at C/o. Mrs. Natalina Bastiao Dias e Seixas, AB- 2, IInd Floor, Silver Tower Co-operative Housing Society Ltd., Building A, Near Cine Vishant, Aquem, Alto Margao, Goa- 403601, duly registered with the Registrar of Co-operative Societies, Panaji, Goa, Under No. ARCS/SZ/HSG (b)-6/80/South Zone, dated 17.05.1980.
- b) RAJDEEP BUILDERS,** A Proprietary concerned, owned by Shri Rajesh Tarkar, having his office at Patto, Panaji Goa.



**2) Description of the property including complete property address as per title documents, Dimension details as per title documents, Area of property as per title documents, Cadastral Survey No. (if applicable) and the Nature of the Land (Residential / Commercial / Industrial) :-**

ALL THAT landed property admeasuring **1556.00** Sq. mts. forming part of the property known as **"NAICALEM"** (2/6<sup>th</sup>), described in the Land Registration Office of Salcete under No. 43165 of Book B-112 (new) and which corresponds to 2/6<sup>th</sup> fraction of the property enrolled under Taluka Revenue office under Matriz No. 228, Surveyed under **Chalta No. 18 of P. T. Sheet No. 242 of City Survey of Margao**, at ward Aquem, within the limits of Margao Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, and is bounded as follows:-

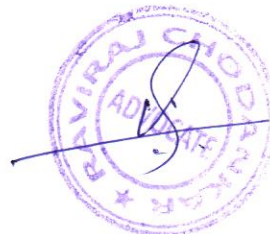
To the East:-	By the Property bearing Chalta No. 40 and Chalta No. 19 of P. T. Sheet No. 228;
To the West:	By the Property bearing Chalta No. 11, 12 & 66 of P. T. Sheet No. 228 and Chalta No. 12 of P. T. Sheet No. 242.;
To the North:	By property bearing Chalta No. 10 of P. T. Sheet No. 228; and
To the South:	By Municipal Road which is leading from Margao to Gogol 1.

(hereinafter shall be referred as **the said property**).



**3) A list of documents studied by me is as under:-**

- a) Photocopy of Land Description and Inscription of the property along with the English translation.
- b) Photocopy of Agreement of Sale dated 01.08.1978.
- c) Photocopy of Form B dated 15.11.1980 issued by Office of the Enquiry Officer, City Survey Margao.
- d) Photocopy of Deed of Sale dated 22.10.1980, duly registered before the Sub Registrar, Salcete Taluka at Margao, bearing Registration No. 4 at pages 202, Book No. I Vol. 242, dated 04.01.1982.
- e) Photocopy of N.O.C. for construction bearing Ref.No. SPD/P/1261/TDS/80-81 dated 23.02.81 issued by the office of Southern Planning and Development Authority, Margao Goa.
- f) Photocopy of Construction Licence issued by Margao Municipal Council, Margao-Goa dated 06.03.1981.
- g) Photocopy of Mortgage Deed dated 10.07.1981.
- h) Photocopy of Deed of Release dated \_\_.04.2004, registered before Sub Registrar of Salcete, Margao bearing Registration No. 1662 at pages 343 to 351, Book I, Volume No. dated 14.05.2004.
- i) Photocopy of Notice under Section 190 of The Goa Municipalities Act, 1968 dated 20.01.2014 bearing No. MMC/TECH/(ILL) /13-14/2949.

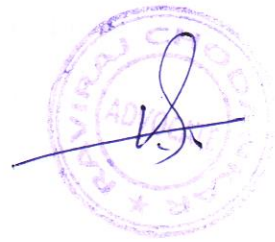




- j) Photo Copy of Share Certificates (28 in numbers) issued by The Sanskar Co-Operative Housing Society Limited, Aquem, Margao, Goa from Register Folio No. 1 to 28.
- k) Photocopy of Paper Cutting of Notice Inviting Tenders.
- l) Photocopy of conversion of use of land dated 14.11.2023 issued by Office of the Collector South Goa District along with plan.
- m) Photocopy of Re-Development Permission 15.09.2023 issued by South Goa Planning & Development Authority bearing Ref. No. SGPDA/P/6642/071/23-24 along with the Approved plan.
- n) Photocopy of NOC from urban Health Centre dated 23.09.2023 issued by Directorate of Health Services bearing Ref No. DHS/2023/DHS0901/00028/1879.
- o) Photocopy of Fire Permission dated 28.02.2024 issued by Directorate of Fire & Emergency Services bearing File No. DFES/FP/HB/273/23-24/417.
- p) Photocopy of Construction Licence bearing No. CONSTLIC/MARGAO/2024-2025/44 issued by the office of Margao Municipal Council, dated 14.08.2024.
- q) Photocopy of Nil Certificate of Encumbrance on property bearing Certificate No. NEC/2/2024/2349.
- r) Photo copy of the Offer dated 13.07.2018 given by RAJDEEP BUILDERS to the said Society.



- s) Photocopy of Extract of the Minutes of Special General Body Meeting dated 09.09.2018 of The Sanskar co-Operative Housing Society Ltd.
- t) Photocopy of the Letter dated 06.08.2020 issued by the RAJDEEP BUILDERS to the said Society.
- u) Photocopy of Extract of the Minutes of Special General Body Meeting dated 05.06.2022 of The Sanskar co-Operative Housing Society Ltd.
- v) Photocopy of Extract of the Minutes of Annual General Body Meeting dated 12.03.2023 of The Sanskar co-Operative Housing Society Ltd.
- w) Photocopy of Extract of the Minutes of Special General Body Meeting dated 05.06.2022 of The Sanskar co-Operative Housing Society Ltd.
- x) Photocopy of Re-Development Agreement dated 02.09.2024 duly registered before the Sub registrar, Salcete Taluka at Margao at Book-1, Document, bearing Registration No. MGO-1-4485-2024, dated 05.09.2024, Book 1 Document.
- y) Photocopy of Nil Certificate of Encumbrance on property bearing Certificate No. NEC/2/2024/2254.
- z) Photocopy of Form D dated 16.07.2024.
- aa) Photocopy of the Survey Plan dated 17.06.2024.





#### 4) History of the property (Flow of Title):-

That there exist an landed property admeasuring 1578.72 sq. mts. forming part of the property known as **"NAICALEM"** (2/6<sup>th</sup>), described in the Land Registration Office of Salcete under No. 43165 of Book B-112 (new) and which corresponds to 2/6<sup>th</sup> fraction of the property enrolled under Taluka Revenue office under Matriz No. 228, Surveyed under Chalta No. 18 of P. T. Sheet No. 242 of City Survey of Margao, at ward Aquem, within the limits of Margao Municipal Council, Taluka and Sub district of Salcete, District of South Goa, State of Goa and is bounded as follows:-

To the East:-	By the Property bearing Chalta No. 40 and Chalta No. 19 of P. T. Sheet No. 228;
To the West:	By the Property bearing Chalta No. 11, 12 & 66 of P. T. Sheet No. 228 and Chalta No. 12 of P. T. Sheet No. 242.;
To the North:	By property bearing Chalta No. 10 of P. T. Sheet No. 228; and
To the South:	By Municipal Road which is leading from Margao to Gogol 1.

(hereinafter shall be referred as **"the said property"**).

That, the said property is described under no. 431615 at Page 41 of Book B No. 112, of new series, **and Inscribed** under No. 48977 at page 173 of Book G No. 58 of the Land Registration Office of Salcete. As per the Inscription Number the said property was inscribed in favour of / owned by (1) Mr. Mohandas Ranum Porobo Loundo married to Mangalabai Porobo Loundo Ranum Porobo Loundo, (2) Mr. Damodar Ranum Porobo



Loundo married to Anjanibai Porobo Loundo and (3) Shri. Vinayak Ranum Porobo Loundo alias Vinnaeca Ranum Porobo Loundo.

That vide **Agreement for Sale dated 01.08.1978**, said (1) **Shri Mohandas Ranum Porobo Loundo** and his wife **Smt Mangalabai Mohandas Loundo**, (2) **Shri Damodar Ranum Porobo Loundo** along with his wife **Smt Anjanibai Damodar Porobo Loundo**, and (3) **Shri. Vinayak Ranum Porobo Loundo** alias **Vinnaeca Ranum Porobo Loundo**, alongwith his wife **Mrs. Milanbai Vinayak P. Loundo** agreed to sell, Develop the said property or any of their Nominees which shall include a Co-operative Housing Society, an area admeasuring an area of 1578.72 Sq Mts., on the terms and conditions mentioned therein to **M/s. S.K. Sansguiri** and Associates, A Proprietors owned by Shri Shailesh Sanguiri, Shri Ramnkant D Kare. Thus said **M/s S.K. Sansguiri** came to be in possession of the said property.

That vide **Deed of Sale dated 22.10.1980**, duly registered in the Office of Sub-Registrar of Salcete, under Registration No. 4 at pages 202 to 209 of Book No. I, Volume No. 242 on 04.01.1982 said (1) Shri Mohandas Ranum Porobo Loundo and his wife Smt Mangalabai Mohandas Loundo, (2) Shri Damodar Ranum Porobo Loundo along with his wife Smt Anjanibai Damodar Porobo Loundo, and (3) Shri Vinayak Ranum Porobo Loundo alias Vinaeca Ranum Porobo Loundo, along with his wife, Smt Milanbai Vinayak





P. Loundo sold, transferred, alienated the said property admeasuring an area of 1578.72 Sq Mts., to **THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED**, a Co-operative Housing Society, duly registered of Co-Operative Societies, under No. ARCS/32/HSG (b)-6/80, South Zone, having their office at Aquem, Margao, through its Chairman **Shri Shailesh Krishna Sanazguiri**, Hereinafter shall be referred as "**the said Society.**" Thus the said Society came to be in possession and became absolute owners and in possession of **the said property.**

That **the said Society** being desirous to construct multistoried buildings in **the said property** obtained the following permissions : -

- (a) NOC from the office of the Southern Planning and Development Authority, Margao, dated 23.02.1981.
- (b) Construction License from the office of the Margao Municipal Council, Margao-Goa, dated 06.03.1981.

That vide **Mortgage Deed dated 10.07.1981**, said Society mortgaged **the said property with Goa Daman and Diu Co-Operative Housing Finance Society Limited**, having their office at Panaji Goa.

That after constructing the Multi Storied Building in the said property, the Office of the Margao Municipal Council, Engineering Department, issued Occupancy Certificate dated 04.12.1982.





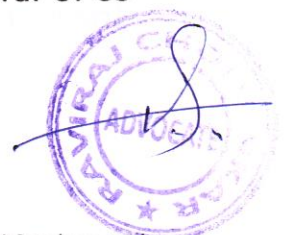
That vide Deed of Release dated \_\_\_\_ April 2004, duly executed before the Sub Registrar Salcete, at Margao bearing Registration No. 1662 at pages 343 to 351 at Book No. I, Volume No. 1633 dated 14.05.2004, the Goa State Co-Operative Housing Finance and Federation Ltd., released the said property in favour of the said Society **THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED,**

That **THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED,** a Co-operative Housing Society allotted to its member's respective flats in the said Building.

That the said building standing on the Said Property became dilapidated and for that reason, the Margao Municipal Council vide **Notice dated 20.01.2014,** bearing No. MMC/TECH/ILL/13-14/2949, directed **THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED,** a Co-operative Housing Society and the persons occupying the flats in the said building to vacate the building on account of risk to the life and to the properties.

That **THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED,** a Co-operative Housing Society issued Notice dated 31.05.2018 inviting Tenders for re-development of the Said Property in the local newspaper, which was published on 02.06.2018.

That and in response thereto, three offers were received, which all were opened in presence of the representative of the Assistant Registrar of Co-



operative Societies in the Special General Body Meeting held on 12.08.2018.

That **RAJDEEP BUILDERS** is one of the parties who had given the offer dated 13.07.2018 to **THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED**, a Co-operative Housing Society for re-development of the Said Property.

That, vide its Resolution dated 09.09.2018 taken by the majority of the members of THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society in its Special General Body Meeting of THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society, it was decided to accept the offer dated 13.07.2018 as given by RAJDEEP BUILDERS.

That, in addition to its offer dated 13.07.2018 the DEVELOPER gave to THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society a further offer dated 06.08.2020.

That, thereafter the said building of **THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED**, a Co-operative Housing Society was demolished leaving the Said Property as an open place.

That, in its Special General Body Meeting dated 05.06.2022 and in subsequent Annual General Body Meeting held on 12.03.2023 majority of the members of THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED

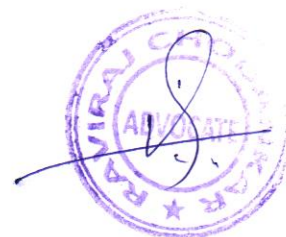




a Co-operative Housing Society resolved to go ahead with the re-development by way of constructing a new building/s through THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society as per its previous Resolution dated 09.09.2018;

That vide Re-Development Agreement dated 02.09 .2024, duly registered before this office of the Sub-Register, Salcete Taluka at Margao at Book-1, Document, bearing Registration No. MGO-1-4485-2024, said **THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED**, devolved the said property an area admeasuring 1556 Sq Mts., to **RAJDEEP BUILDERS**, A Proprietary concerned owned by **Shri Rajesh Tarkar**, having his office at Patto, Panaji Goa on the terms and conditions mentioned therein.

That as per the said **Re-Development Agreement dated 02.09.2024**, the project to be named as "**RAJDEEP SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED**", that SAID **RAJDEEP BUILDERS**, shall construct buildings as per the approved plan on **the said property** and handover 28 flats to the respective shareholders of the said Society as per **Schedule C** of the said Re-Development Agreement as far as other flats are concerned, said **Rajdeep Builders**, is entitle to construct and sell whims and wishes to his prospective customers the remaining flats as per the approved Plans and the Constructions Licenses dated 14.08.2024 issued by the office of the Margao Municipal Council, Margao-Goa.



That **the said Society** is the absolute owners and in possession of **the said property** admeasuring an area of 1556 Sq Mts which is as per the latest **Form D of the said property**, further the Member of **the said Society** were in exclusive possession of their respective flats since December 1982, which is more then **40 years** until the Buildings were Demolished by **the said Society** in the year 2022 and now **the said Society vide Re-Development Agreement dated 02.09.2024** have bestowed / handed over **the said property to Rajdeep Builders** on the terms and conditions mentioned therein. Thus, **Rajdeep Builders** has absolute rights to construct Buildings as per the Construction License issued by the Margao Municipal Council, Margao, as also as per the terms and conditions of the **said Re-Development Agreement dated 02.09.2024** and have rights to sell the remaining area apart from those 28 flats mentioned in **the Schedule C of the Re-Development Agreement dated 02.09.2024**.

Thus as far as respective members of **the said Society** is concerned, the respective members are entitled for an area as per **Schedule C** of the said Re-Development Agreement dated 02.09.2024 and as far as **RAJDEEP BUILDERS** are concerned the remaining tenantments / flats are concerned, said **Rajdeep Builders** are entitle to sell, transfer, alienate the remaining flats as per the approved plans, subject to the other terms and conditions of the Re-Development Agreement dated 02.09.2024.





That as per the Nill Certificate of Encumbrance on property issued by the office of the Sub Registrar, Salcete taluka at Margao bearing Certificate no. NEC/2/2024/2254, the said property is free from any encumbrance from 24.12.2020 to 01.09.2024.

**5)Based on the documents produced for my perusal which are enlisted herein above and the certification regarding the said property is made by me entirely on documents produced to me, I hereby declare that.**

**a. I have perused the documents enlisted and Confirm purely on document produced to me, that THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED and RAJDEEP BUILDERS have & holds absolute, valid and marketable title to the said PROPERTY.**

**b. I further confirm that the said THE SANSKAR COOPERATIVE HOUSING SOCIETY LIMITED and RAJDEEP BUILDERS have acquired valid title to the said PROPERTY.**

**c. I hereby ascertain that there are no pending tenancy disputes and that there are no compensation claims payables in respect of the said PROPERTY to be mortgaged.**

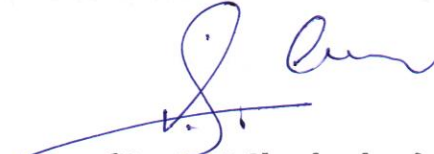




d. I hereby certify that the Land Ceiling Act, Minor interest in property does not apply the property in question.

Place: Panaji.

Date: 20.10.2024



(Raviraj Chodankar)

Advocate



**Raviraj Chodankar**  
Advocate  
Office No. 723, 7th Floor,  
Gera Imperium Star,  
Next to Central Library,  
Patto Plaza, Panaji-Goa.403001