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Dated: 08/01/2020

TITLE INVESTIGATION REPORT OF M/S. VEDANT REALTY

GENERAL DETAILS		
1	Name of the Customer(s)	M/S. Vedant Realty, a partnership firm registered under the Indian Partnership Act of 1932 represented by its partners Mr. Anant Yeshwant Navelcar and Mr. Prasad Prakash Bhandare.
2	Property Address	All that plot of land known as Plot-D , admeasuring 514 sq. mts. along with RESIDENTIAL BUILDING & COMPOUND WALL of the property denominated " ODLI XIR " situated at Morombi-O-Grande village, Parish of Merces, within the village Panchayat limits of Chimbél, Taluka of Tiswadi, Sub- District of Ilhas, District of North Goa, within the Registration District of Goa and Ilhas Registrations Sub- District, now bearing survey No. 204 sub-division No. 11 of Village Morombi-O-Grand, represents fraction of the property surveyed under survey No. 204 sub-division No.2, also represents fraction of the property described in the land registrations Office of Judicial Division of Ilhas under No. 20,630 at pages 59 of the Book 55B New and enrolled in the Taluka Revenue Office of Ilhas at Panaji under Matriz Predial No. 35, and henceforth the said Plot-D forming independent and separate unit. BOUNDED AS UNDER: East: By the public road Merces-Ribandar. West: By Survey No. 204, Sub-Division No. 5 of Village Morombi-O-Grande. North: By Survey No. 204, Sub-Division No. 14 of Village Morombi-O-Grande. South: By Survey No. 204, Sub-Division No. 12 of Village Morombi-O-Grande.
3	Date of Report	08/01/2020
DOCUMENTS SCRUTINIZED		
4	Title Documents in favour of the owner	1. Deed of Sale dated 16/09/2010 duly registered in the Office of the Sub- Registrar of Ilhas under Book-1 Document Reg. No. PNJ-BK1-02720-2010, CD No. PNJD2 dated 16/09/2010.

		<p>2. Agreement for Development Cum Sale dated 31/10/2018 registered in the Office of the Sub-Registrar of Ilhas in Book-1, Document Registration No. PNJ-BK1-03087-2018, CD No. PNJD69 dated 08/11/2018</p>
5.	Antecedent Documents	<p>1. Photocopy of Deed of Sale dated 16/09/2010 duly registered in the Office of the Sub- Registrar of Ilhas under Book-1 Document Reg. No. PNJ-BK1-02720-2010, CD No. PNJD2 dated 16/09/2010.</p> <p>2. Photocopy of Deed of Sale dated 25/03/1981 duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No. 95 at pages 73 to 81 of Book No. I, Vol. No. 168 dated 02/04/1982</p> <p>3. Photocopy of Conversion Sanad dated 24/06/1982 under No. 4(1)-1558-81-RB issued by Office of the Collector of Goa, Panaji.</p> <p>4. Photocopy of Panaji Planning and Development Authority have issued N.O.C. vide ref no. PDA/R/3511/1674/82 dated 12/11/1982</p> <p>5. Photocopy of Deed of Sale dated 09/07/1984 duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No. 971 at pages 248 to 254 of Book No. I, Vol. No. 206 dated 14/12/1984</p> <p>6. Photocopy of Deed of Sale dated 09/05/1994 duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No.1140 at pages 168 to 180 of Book No. I, Vol. No. 313 dated 26/07/1994</p> <p>7. Photocopy of Deed of Sale dated 21/04/2010 duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No.1287 at pages 01 to 14 in Book No. I, Vol. No. 2221 dated 27/04/2010</p> <p>8. Photocopy of Deed of Rectification dated 03/10/2017 duly registered in the Office of the Sub- Registrar of Ilhas in Book-1 Document Reg. No. PNJ-BK1- 02483-2017, CD No. PNJD59 dated 06/10/2017</p> <p>9. Photocopy of Agreement for Development Cum Sale dated 31/10/2018 registered in the Office of the Sub-Registrar of Ilhas in Book-1, Document Registration No. PNJ-BK1-03087-2018, CD No. PNJD69 dated 08/11/2018</p> <p>10. Photocopy of Construction Licence dated 05/08/2019 under Ref. No. VP/CHIM/2019-20/Const-11680 issued by the Office of the Village Panchayat Chumpe Tiswadi</p>

Goa.

11. Photocopy of Form I & XIV

DESCRIPTION OF THE PROPERTY ALONGWITH THE SCHEDULE

All that plot of land known as **Plot-D**, admeasuring **514 sq. mts.** along with **RESIDENTIAL BUILDING & COMPOUND WALL** of the property denominated "**ODLI XIR**" situated at Morombi-O-Grande village, Parish of Mercês, within the village Panchayat limits of Chimbêl, Taluka of Tiswadi, Sub- District of Ilhas, District of North Goa, within the Registration District of Goa and Ilhas Registrations Sub- District, now bearing survey No. **204 sub-division No. 11** of Village Morombi-O-Grand, represents fraction of the property surveyed under survey No. 204 sub-division No.2, also represents fraction of the property described in the land registrations Office of Judicial Division of Ilhas under No. 20,630 at pages 59 of the Book 55B New and enrolled in the Taluka Revenue Office of Ilhas at Panaji under Matriz Predial No. 35, and henceforth the said Plot-D forming independent and separate unit.

BOUNDED AS UNDER:

East: By the public road Mercês-Ribandar.

West: By Survey No. 204, Sub-Division No. 5 of Village Morombi-O-Grande.

North: By Survey No. 204, Sub-Division No. 14 of Village Morombi-O-Grande.

South: By Survey No. 204, Sub-Division No. 12 of Village Morombi-O-Grande.

FLOW OF TITLE OF THE SAID PROPERTY / OBSERVATION

1. There exists all that plot of land known as Plot-D, admeasuring 514 sq. mts. of the property denominated "**ODLI XIR**" situated at Morombi-O-Grande village, Parish of Mercês, within the village Panchayat limits of Chimbêl, Taluka of Tiswadi, Sub- District of Ilhas, District of North Goa, within the Registration District of Goa and Ilhas Registrations Sub- District, now bearing survey No. 204 sub-division No. 11 of Village Morombi-O-Grand, represents fraction of the property surveyed under survey No. 204 sub-division No.2, also represents fraction of the property described in the land registrations Office of Judicial Division of Ilhas under No. 20,630 at pages 59 of the Book 55B New and enrolled in the Taluka Revenue Office of Ilhas at Panaji under Matriz Predial No. 35, and henceforth the said Plot-D forming independent and separate unit.

BOUNDED AS UNDER:

East: By the public road Mercês-Ribandar.

West: By Survey No. 204, Sub-Division No. 5 of Village Morombi-O-Grande.

North: By Survey No. 204, Sub-Division No. 14 of Village Morombi-O-Grande.

South: By Survey No. 204, Sub-Division No. 12 of Village Morombi-O-Grande.

2. The said property originally belonged to (1) Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael Gonsalves, (2) Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, (3) Mr. Germano Lima Caldeira Gonsalves, (4) Mrs. Esperanca Estela Cerejo E Gonsalves alias Esperanca Estela Cerejo or Esperanca Estella Gonsalves, (5) Mr. Jose Victor Bentecourt Gonsalves.

3. Vide Deed Of Partition Was Executed On 30/05/1972 duly registered in the Office of

the Sub- Registrar of Ilhas at Panaji- Goa under Reg. No. 392 at pages 105 to 114 of Book No. I, Vol. No. 66, dated 22/07/1972, the said whole property known as ODLI XIR admeasuring 3358 sq. mts. was partitioned and allotted as follows:

- i. The lifelong usufruct of the said property to Lourenco Francisco Vito Gonsalves to be enjoyed by him during his life time which usufruct shall be consolidated with the said property after he death of the said Lourenco,
 - ii. Right to 1/3rd of the proprietorship to the said Felizardo Basilio Rafael Arcanjo Gonsalves and his wife Marina Jessie Celia de Souza e Gonsalves;
 - iii. Right to 1/3rd of the proprietorship to the said Germano Lima Caldeira Gonsalves and his wife Esperanca Estela Cerejo e Gonsalves, and
 - iv. Right to 1/3rd of the proprietorship to the said Jose Victor Bentecourt Gonsalves.
4. The said Lourenco Francisco Vito Gonsalves died on 07/09/1975 at Ribandar- Goa and on his demise the said lifelong usufruct of the said property ODLI XIR consolidated with the said property.
5. Thus, (1) Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael Gonsalves, (2) Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, (3) Mr. Germano Lima Caldeira Gonsalves, (4) Mrs. Esperanca Estela Cerejo E Gonsalves alias Esperanca Estela Cerejo or Esperanca Estella Gonsalves, (5) Mr. Jose Victor Bentecourt Gonsalves were the absolute owners and proprietors with good and legal title of the said property being unseparated 1/3rd of it belongs to the said Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael Gonsalves and his wife Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, the other unseparated 1/3rd belongs to the said Germano Lima and his wife Esperanca Estela and their remaining unseparated 1/3rd belongs to the said Mr. Jose Victor Bentecourt Gonsalves.
6. (1) Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael Gonsalves, (2) Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, (3) Mr. Germano Lima Caldeira Gonsalves, (4) Mrs. Esperanca Estela Cerejo E Gonsalves alias Esperanca Estela Cerejo or Esperanca Estella Gonsalves, (5) Mr. Jose Victor Bentecourt Gonsalves have sub- divided the said property into six plots -A to F of various sizes and shapes.
7. The said sub- division of the said property into six plots has been approved by the Town and Country Planning Department of the Government of Goa, Daman and Diu, vide their **Letter No. DE/3034/5506 dated 05/03/1981.**
8. Vide **Deed of Sale dated 25/03/1981** duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No. 95 at pages 73 to 81 of Book No. I, Vol. No. 168 dated 02/04/1982, (1) Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael Gonsalves, (2) Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, (3) Mr. Germano Lima Caldeira Gonsalves, (4) Mrs. Esperanca Estela Cerejo E Gonsalves alias Esperanca Estela Cerejo or Esperanca Estella Gonsalves, (5) Mr. Jose Victor Bentecourt Gonsalves as the Vendors sold the said plot -D admeasuring 514 sq. mts. to Mr. Ganapati Timmappa Deshbhandari as the Purchaser.
9. Pursuant to the purchase of the said plot, the **Form I & XIV** pertaining to the said property surveyed under **survey No. 204 sub-division No. 11 of Village Morombi-O-**

Grand shows the names of **Mr. Ganapati Timmappa Deshbhandari** in Occupant's Column of the said property.

10. The Office of the Collector of Goa, Panaji, has granted **Conversion Sanad dated 24/06/1982 under No. 4(1)-1558-81-RB** for the purpose of conversion of said plot-D bearing Sy. No. 204/2(part 'D') admeasuring 452 sq. mts. to Residential purpose.
11. The Panaji Planning and Development Authority have issued **N.O.C. under Section 49(6) of the Town and Country Planning Act, 1974** for registration of sale deed of the said plot-D of the said property vide their reference no. **PDA/R/3511/1674/82 dated 12/11/1982**.
12. **Vide Deed of Sale dated 09/07/1984** duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No. 971 at pages 248 to 254 of Book No. I, Vol. No. 206 dated 14/12/1984, Shri. Ganapatti T. Deshbhandari and his wife Smt. Lata Ganapatti Deshbhandari as the Vendors sold the said plot D to Shri. Vassudev Pandurang Amonkar as the Purchaser which was further rectified by vide **Deed of Rectification dated 03/10/2017** duly registered in the Office of the Sub- Registrar of Ilhas in Book-1 Document Reg. No. PNJ-BK1- 02483-2017, CD No. PNJD59 dated 06/10/2017 as the description of the plot in the Schedule contained a few errors which were then rectified in the said Rectification Deed.
13. **Vide Deed of Sale dated 09/05/1994** duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No.1140 at pages 168 to 180 of Book No. I, Vol. No. 313 dated 26/07/1994, Shri. Vasudev Pandurang Amonkar and his wife Mrs. Sufala Vasudev Amonkar as the Vendors sold the **SAID PLOT** to Dr. Dilip Pandurang Amonkar as the Purchaser.
14. Dr. Dilip Pandurang Amonkar and Mrs. Lerise Dilip Amonkar are married under the law of communion of assets and therefore Mrs. Lerise Dilip Amonkar is also in the joint possession of the said plot.
15. **Vide Deed of Sale dated 21/04/2010** duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No.1287 at pages 01 to 14 in Book No. I, Vol. No. 2221 dated 27/04/2010, Dr. Dilip Pandurang Amonkar, and his wife Mrs. Lerise Dilip Amonkar as the Vendors sold the said **PLOT- D** to Shri. Vasudev Pandurang Amonkar as the Purchaser.
16. **Vide Deed of Sale dated 16/09/2010** duly registered in the Office of the Sub- Registrar of Ilhas under Book-1 Document Reg. No. PNJ-BK1-02720-2010, CD No. PNJD2 dated 16/09/2010, Shri. Vasudev Pandurang Amonker, and his wife Mrs. Sufala Vasudev Amonker as the vendors sold the said **Plot-D** to **Shri. Laxmikant Pandurang Amonkar** as the Purchaser.
17. **Vide Agreement for Development Cum Sale dated 31/10/2018** registered in the Office of the Sub-Registrar of Ilhas in Book-1, Document Registration No. PNJ-BK1-03087-2018, CD No. PNJD69 dated 08/11/2018, said Mr. Laxmikant Pandurang Amonkar and his wife Mrs. Lalita Laxmikant Amonkar as the Owners agreed to sell the Said Plot D admeasuring 514 sq. mts. to M/s. Vedant Realty, a partnership firm, registered under Indian Partnership Act of 1932 represented by its partners Mr. Anant Yeshwant Navalekar for self and attorney for Mr. Prasad Prakash Bhandare vide Power of Attorney dated 15/09/2015 executed before Notary Adv. Shridhar Tamba at Panaji under Reg. no. 44632

as the Developers.

18. Mr. Laxmikant Pandurang Amonkar and Mrs. Lalita Laxmikant Amonkar have obtained the necessary permissions from the concerned authorities, for the proposed construction of multi-storeyed building in the said plot bearing Sy. No. 204/11 of Village Chimbhel, Tiswadi Goa by **M/s. Vedant Realty, a partnership firm**, registered under Indian Partnership Act of 1932 represented by its partners Mr. Anant Yeshwant Navelcar and Mr. Prasad Prakash Bhandare:

a) Technical Clearance Order dated 17/05/2019 under Ref. No. TIS/9358/MOG/TCP/2019/885 issued by the Town & Country Planning Department, Panaji Goa to carry out construction of Residential building and Compound wall in the said plot bearing survey no. 204/11 at Chimbhel. (Details of the Technical Clearance Order mentioned in Construction Licence).

b) Construction Licence dated 05/08/2019 under Ref. No. VP/CHIM/2019-20/Const-Lic/4/680 issued by the Office of the Village Panchayat of Chimbhel, Tiswadi-Goa to carry out construction of Residential building and Compound wall in the said plot bearing survey no. 204/11 at Chimbhel. Which is valid for the period of **THREE YEARS** from the date of issue.

19. Based upon the documents produced and the searches conducted I opine that **Mr. Laxmikant Pandurang Amonkar and Mrs. Lalita Laxmikant Amonkar** are the absolute owners in possession of the said **Plot D** admeasuring **514 sq. mts.** of the larger property "**ODLI XIR**" bearing survey no. 204 sub-division No.11 of Village Chimbhel and have absolute right and title to the said property.

20. **M/s. Vedant Realty, a partnership firm**, registered under Indian Partnership Act of 1932 represented by its partners Mr. Anant Yeshwant Navelcar and Mr. Prasad Prakash Bhandare by virtue of **Agreement for Development Cum Sale dated 31/10/2018** is entitled to develop the said property by constructing buildings therein as per the permissions obtained from the concerned authorities for the project which shall be legal and permissible.

21. The prospective purchasers of the respective tenement/flat can create a valid equitable mortgage in favour of the bank on the basis of a Tripartite "**Agreement for Sale**" duly executed between the prospective Flatholders/Purchaser/s and **M/s. Vedant Realty, a partnership firm**, registered under Indian Partnership Act of 1932 represented by its partners Mr. Anant Yeshwant Navelcar and Mr. Prasad Prakash Bhandare as the Developer/Seller and **Mr. Laxmikant Pandurang Amonkar and Mrs. Lalita Laxmikant Amonkar** as the LandOwners with "**N O C For Mortgage**" from **M/s. Vedant Realty, a partnership firm** till the project is under construction, thereby mortgaging their respective tenement/flat.

22. After completion of the entire project & after payment of the entire consideration of the tenement/flat sought to be purchased by the prospective buyer, either there can be individual "**Sale Deed**" in favour of the Borrower, or general "**Conveyance Deed**" in favour of the society, accordingly either individual Sale deed or the Share Certificate, as the case may be, will have to be obtained.

Adv. Siddharth Samant