

MR. M. A. KHEDEKAR
ADVOCATE
D-5, 3rd floor, Shetye Sankul,
Near Mamlatdar office
Ponda – Goa
Mob. 9823866837

Date: - 30/06/2023

LEGAL SCRUTINY REPORT

NAME OF THE BORROWER: - MR. DILIP DESSAI

R/o, Dhawali Ponda Goa

I. Description of the Document scrutinized:-

Sr. no	Date of Document	Name of document	whether original certified /true copy/photosets
1.		Records Inventory Proceedings bearing no. 6/1965	Xerox
2.	15/10/1970	Deed of Gift	Xerox
3.	25/09/1989	Records in Mis. Civil Appeal No 25/1982	Xerox
4.	05/06/1984	Deed of Family Arrangement	Xerox
5.	03/11/2020	Memorandum Of Understanding	Xerox
6.	02/07/2020	Conversion Sanad	Xerox
7.	26/06/2023	Form I & XIV of survey no. 23/1-A of Village Queula Ponda Goa	Certified copy
8.	18/05/2023	NOC from Health Center	Xerox
9.	23/05/2023	Nil Encumbrance Certificate	Original



10.	04/05/2023	Technical Clearance Order	Original Verifies Xerox obtained
11.	7/12/2022	Deed of Sale	Original Verifies Xerox obtained
12.	07/06/2023	Construction License	Original Verifies Xerox obtained
13.		Approved Plan	Xerox

II. Description of the Plot bearing Plot no. Y:-

Sr. No.	Plot No. and Survey no.	Extent/area (In acres/Sq. Mtrs.)	Location	Boundaries of the plot
1.	Plot No. Y of Survey No. 23/1-A of Village Queula	546.00 Sq. Mtrs	Queula Ponda Goa	East: By 6 mtrs Wide road West: By land reserved for water pipeline North: By land reserved for water pipeline South: By 10 Mtrs Wide Existing road

III. Search Report for 13 years: -

That there exists property known as “**BORODO**” situated at Queula Village within the limits of village Panchayat of Queula taluka and sub district of Ponda district of South Goa state



of Goa and which property is not described in the Land Registration Office but enrolled for the purpose of Mariz records under No. 830 Surveyed under no. 23/1-A (part) of Village Queula, Taluka Ponda.

That the above referred property is originally belonged to Mr. Joao Antonio Basilio Francisco de Santana Aguiar alias Jose Antonio Basilio Francisco de Santana Aguiar who was married to Maria Ilda Clmentina Amelia Da Graca Adelaide De Souza alias Ilda Dsouza Aguiar.

That upon the death of said Mr. Joao Antonio Basilio Francisco de Santana Aguiar alias Jose Antonio Basilio Francisco de Santana Aguiar, orpfanological Inventory Proceedings were initiated in the Judicial Court of Ponda being Inventory proceedings no. 37/1962 which inventory proceedings was subsequently transferred to Comarca of Ilhas Goa and renumbered as 6/1965 wherein above referred property enlisted under item no 7 and the said inventory was concluded by final order dated 21/12/1965 in the court of Civil Judge Senior Division at Panaji Goa.

That as per the said inventory proceedings the above referred property among other properties was allotted to the widow and moiety holder of Mr. Joao Antonio Basilio Francisco de Santana Aguiar alias Jose Antonio Basilio Francisco de Santana Aguiar namely Maria Ilda Clmentina Amelia Da Graca Adelaide De Souza alias Ilda Dsouza Aguiar.



That said Maria Ilda Clmentina Amelia Da Graca Adelaide De Souza alias Ilda Dsouza Aguiar divided the said property into three plots, being plot A area admeasuring 4939.00 Sq. Mtrs, plot B admeasuring an area of 3195.00 Sq. Mtrs and plot C admeasuring an area of 4093.50 Sq. Mtrs

That vide Deed of Gift dated 15/10/1970 said Maria Ilda Clmentina Amelia Da Graca Adelaide De Souza alias Ilda Dsouza Aguiar gifted the above referred plots A, B and C of the bigger property known as “BORODO” situated at Queula Village within the limits of village Panchayat of Queula taluka and sub district of Ponda district of South Goa state of Goa and which property is not described in the Land Registration Office but enrolled for the purpose of Mariz records under No. 830 Surveyed under no. 23/1-A (part) of Village Queula, Taluka and Sub District of Ponda District South Goa in the State of Goa to Ms. Maria Sulana Filomena D’souza Aguiar. The said Deed of Gift dated 15/10/1970 is duly registered before the Office of Sub Registrar of Ponda under Registration no. 191, at pages 171 to 175 of Book I, Vol. no XII dated 23/11/1970.

That said Mrs. Maria Sulana Filomena D’souza Aguiar married to Mr. Neille D’Souza alias Neville Lawrence D’Souza, and both became the absolute owners in possession and enjoyment of the said plots, i. e. Plot A, B and C.

That plot A admeasuring an area of 4939 Sq. Mtrs is now identified in the survey records of Village Panchayat of Queula



under survey no. 23/1-A. and plot B is now identified as Survey no. 23/1-B and plot C is identifies as Survey no. 23/1-C.

That vide Agreement of Sale dated 25/01/1996 said Mrs. Maria Sulana Filomena D'souza Aguiar married to Mr. Neille D'Souza alias Neville Lawrence D'Souza agreed to sell to M/s J A Constructions expecting an area of 1103 Sq. Mtrs in consideration of the said plots.

That said M/s J A Constructions could not develop the said plots and comply with the terms and conditions of the said Agreement of Sale dated 25/01/1996, said M/s J A Constructions assigned the same by way of Deed of Assignment dated 16/10/1999 in favour of Aguiar Constructions Pvt. Ltd.

That said Aguiar Constructions Pvt. Ltd also could not complete the terms and conditions of the aid Agreement of Assignment dated 16/10/1999, said owners Mrs. Maria Sulana Filomena D'souza Aguiar married to Mr. Neille D'Souza alias Neville Lawrence D'Souza vide an Agreement to cancel contract of Development signed and executed on 02/02/2002 terminated both the documents with M/s J A Constructions and Aguiar Constructions Pvt. Ltd.

That as per the said Agreement to cancel contract of Development signed and executed on 02/02/2002 whatever development is carried out in the said plot is binding on the owners and they are liable to complete the execution of documents like



Agreement to Sell Deed of Sale in favour of perspective purchasers of the premises being constructed in plot A.

Thereafter the said owners have obtained the Conversion of Sanad from the Office of the Additional Collector III, Ponda dated 02/07/2020 under Ref. no. AC/PON.DG/CONV/06/2020/289 in respect of the plot A bearing Survey no. 23/1-A of Village Queula.

Thereafter the said owners have already executed various deed of Sale in favour of various prospective purchasers in the premises constructed in the area admeasuring 987.00 Sq. Mtrs of Plot A, and balance portion of Plot A i. e. 2857.00 Sq. Mtrs out of which an area of 330.00 Sq. Mtrs was acquired by the Government of Goa for passing water pipeline and remaining portion admeasuring 2527.00 Sq. Mtrs was divided into two plots plot X area admeasuring 1981.00 Sq. Mtrs and plot Y area admeasuring 546.00 Sq. Mtrs..

Thereafter vide Memorandum of Understanding dated 03/11/2020 M/s Araujo Realtors, a sole proprietary concern through its proprietor Mr. Ryan Anthony Araujo had agreed to purchase the plot X and Plot Y form the Owners.

Thereafter the owners have already received their consideration as mentioned in the Memorandum of Understanding dated 03/11/2020, the said M/s Araujo Realtors are entitled to deal with said to plots Plot X and Plot Y in any manner.



Thereafter the Mr. Dilip Dessai approached to said M/s Araujo Realtors for the purchase of Plot Y area admeasuring 546.00 Sq. Mtrs and vide Deed of Sale dated 07/12/2022, said Mrs. Maria Sulana Filomena D'souza Aguiar married to Mr. Neille D'Souza alias Neville Lawrence D'Souza as a Vendors, M/s Araujo Realtors, as a developer sold the plot Y area admeasuring 546.00 Sq. Mtrs of the bigger property plot A admeasuring an area of 4939 Sq. Mtrs of the known as "**BORODO**" situated at Queula Village within the limits of village Panchayat of Queula taluka and sub district of Ponda district of South Goa state of Goa and which property is not described in the Land Registration Office but enrolled for the purpose of Mariz records under No. 830 Surveyed under no. 23/1-A (part) of Village Queula, Taluka Ponda to Mr. Dilip Desai. The said Deed of Sale dated 07/12/2022 is duly registered before the Office of Sub Registrar of Ponda under reg. No. PON-1-1969-2022 dated 08/12/2022.

Thereafter Mr. Dilip Dessai applied for the Mutation and his name is appearing in the Occupant's Column of survey No. 23/1-A of Village Queula of Ponda Taluka.

Thereafter the said Mr. Dilip Dessai decided to construct the three Residential Bungalows and applied for the Construction Licence before the Office of the Village Panchayat of Queula, which was granted under no VP/Que/Pon/385/2023 dated 07/06/2023.

Thereafter the said project is duly approved by the office of the Town and country planning department under no.



TPP/563/ Queula/23/1-A/2023/1016 dated 04/05/2023 and the said project is named as the “**PUSHP RESIDENCY**” consisting of 3 Bungalow i.e. (A1, A2 and A3).

Thereafter office of the Primary Health Center Ponda Goa has granted the No Objection for the construction of the said project vide its letter bearing no. DHS/2023/DHS0901/00052/724 dated 18/05/2023.

Therefore the links in the chain of title has been properly established for last 13 years. I certify that the plot Y area admeasuring 546.00 Sq. Mtrs of the bigger property plot A admeasuring an area of 4939 Sq. Mtrs of the known as “**BORODO**” situated at Queula Village within the limits of Village Panchayat of Queula taluka and sub district of Ponda district of South Goa state of Goa and which property is not described in the Land Registration Office but enrolled for the purpose of Mariz records under No. 830 Surveyed under no. 23/1-A (part) of Village Queula, Taluka Ponda along with the residential bungalows to be constructed thereon and the same is owned and possessed by Mr. Dilip Dessai and the title of the said plot is clean, clear and marketable.

IV – Encumbrance Certificate: -

The Nil Certificate of Encumbrance bearing no. NEC/11/2023/529 dt. 23/05/2023 for a period starting from 23/05/1993 to 23/05/2023 shows that there is no encumbrances, lien or charge on the said plot no. Y affecting the same.



V- Evidence of possession:-

That Deed of Sale dated 07/12/2022 duly registered before Sub Registrar of Ponda Construction licence, Form No I and XIV, Nil Encumbrance Certificate, proves that Mr. Dilip Desai are in peaceful possession of the plot Y area admeasuring 546.00 Sq. Mtrs of the bigger property plot A admeasuring an area of 4939 Sq. Mtrs of the known as “BORODO” situated at Queula Village within the limits of village Panchayat of Queula taluka and sub district of Ponda district of South Goa state of Goa and which property is not described in the Land Registration Office but enrolled for the purpose of Mariz records under No. 830 Surveyed under no. 23/1-A (part) of Village Queula, Taluka Ponda along with the residential bungalows to be constructed thereon.

VI- Certificate of title: -

That Mr. Dilip Desai is the absolute owner in Possession of the plot Y area admeasuring 546.00 Sq. Mtrs of the bigger property plot A admeasuring an area of 4939 Sq. Mtrs of the known as “BORODO” situated at Queula Village within the limits of village Panchayat of Queula taluka and sub district of Ponda district of South Goa state of Goa and which property is not described in the Land Registration Office but enrolled for the purpose of Mariz records under No. 830 Surveyed under no. 23/1-A (part) of Village Queula, Taluka Ponda along with the residential bungalows to be constructed thereon.



The said Plot no. Y to be mortgaged is not subject to any minor's or others claim.

CERTIFICATE OF THE SCRUTINY DOCUMENT

I have gone through the original title deeds intending to relate the property offered as scrutiny by way of equitable mortgage and that the documents of the title reference to above are perfect evidence of title and that the said equitable mortgage can be created by depositing documents in the manner by law. It will satisfy the requirement of equitable mortgage and that I further certify that

1. There are no prior mortgage/charges of whatsoever as could be seen from Nil Encumbrance bearing no. NEC/11/2023/529 dt. 23/05/2023 for a period starting from 23/05/1993 to 23/05/2023 relating to immovable property covered by above said title deed.
2. There are no prior mortgages/charges to any extent of whatsoever nature could be cleared or satisfied by complying the following.
3. There are no claims from minors or their interest in the property is to the extent of whatsoever nature.
4. There is no undivided or any other types of share of the minor or any minor does not have any claim in property to be mortgaged.



5. The property is not subject to the payment of amount to anybody else.
6. Provisions of Urban ceiling Act are not applicable.
7. There is no separate holding or acquisition and therefore provision of land reforms Act are not applicable to it.
8. I certify that Mr. Dilip Dessai and his wife Mrs. Nita Dilip Dessai have valid and marketable title in the property mentioned hereinabove.

Place: - Ponda -Goa

Date: 30/06/2023

(Adv. M. A. Khedekar)

Advocate/Legal

Adviser

