

PAVITHRAN. A. V.

B.A., LL.M,
ADVOCATE

S-3, IInd Floor, Bhanav Apartments,
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Dated: 28th February, 2019

TITLE REPORT

**M/S ENKAY DEVELOPERS
OFFICE AT NIZMAR RESORT, NAIKAWADDO, CALANGUTE, GOA**

ANNEXURE - 'B'

1.	a) Name of the Branch/Business Unit/Office seeking Opinion	T.J.S.B BANK, Panaji Goa
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Ref.No.NIL dated NIL
	c) Name of the Borrower/s	M/S Enkay Developers Office at Nizmar Resort, Naikawaddo, Calangute, Goa
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security	M/S Enkay Developers
	b) Constitution of the unit/concern/company/person offering the property for creation of charge	Individual/s
	c) State as to under what capacity is security offered (whether as joint	Borrower/s

	<p>of Chalta no. 9, both of P. T. Sheet No. 99.</p> <p>Property II: All that Plot No. 4 admeasuring 500 sq.mts., together with the open adjacent space of about 100 sq.mts., total 600 sq.mts, corresponds to the 5 meters trip reserved for the widening of the Gasper Dias Road, forming part of the larger property known as "TERCEIRO CANTO CHINCHECHO OR TERCEIRO CANTO CHINCHECHO COM SEU ALTO DE AREA DA PROPRIEDADE BAILLY VELLY" situated at Campal Miramar, within the limits of Corporation of City of Panaji Taluka Tiswadi and Registration Sub District of Ilhas, District North Goa in the State of Goa, which property is described in the Office of Land Registration Ilhas under No. 2671 of Book B-30 (old) and enrolled in the Taluka Revenue Office under Matriz No. 124, which is offered as security for creation of equitable mortgage.</p>
a) Survey No.	P. T. Sheet No. 99 of Chalta no.7, 8 & 9
b) Door/House no.(in case of house property)	House No. 706-C-13
c) Extent/ area including plinth/built up area in case of house property	PLOT No. 10 Admeasuring 1110 sq.mtrs PLOT No. 4 admeasuring 500 sq.mts
d) Location like name of the place, village, city, registration sub-district, etc., Boundaries:	Situated at Campal, Miramar, within the limits of Corporation of City of Panaji, Sub-District of Ilhas, District of North Goa, in the State of Goa;

		<p>Residential Colony, Properties surveyed under Chalata No.6,5 & 10 of P.T.Sheet No.99;</p> <p>Towards the North: By Plots No.3 and 4 of La Campala Residential Colony, Property surveyed under Chalata No. 7 of P.T. Sheet No. 99 and internal road; and</p> <p>Towards the South: By property of Mariano Abreu and others and Properties surveyed under Chalata no. 12 & 15 of P.T. Sheet No.99.</p> <p><u>The Plot No. 4 is bounded as under:</u></p> <p>Towards the East : By plot No. 14 of Campal Housing Colony;</p> <p>Towards the West: By the Campal Miramar road;</p>
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		certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.		
Sl. No	Date	Name/Nature of the document	Original/certified copy/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate
1		Inscription and description of the property	Photocopy	Yes
2	02.04.1970	Conveyance of Sale	Photocopy	Yes
3	15.12.1973	Conveyance of Sale	Photocopy	Yes
4	03.06.1975	Deed of Gift	Photocopy	Yes
5	04.01.2007	Deed of Sale	Photocopy	Yes
6	22.03.2013	Deed of Sale	Photocopy	Yes
7	24.10.2013	Deed of Sale	Photocopy	Yes
8	01.08.2017	Deed of Reconstitution	Photocopy	Yes
9	11.08.2017	Order of North Goa Planning & Development Authority	Photocopy	Yes
10	12.12.2017	Conversion Sanad	Photocopy	Yes
12	12.12.2017	Conversion Sanad	Photocopy	Yes
13	15.12.2017	Construction License	Photocopy	Yes
14		Approved	Photocopy	Yes

	mortgagor? (please also enclose all such certified copies and relevant fee receipts along with the TIR)	
6	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	No
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	NA
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	NO
7	a) Property offered as security falls within the jurisdiction of which Sub-Registrar Office?	Within the Jurisdiction of Sub-Registrar of Ilhas, Panaji, Goa.
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of Sub-Registrar/District Registrar/Registrar-General. If so, please name all such offices?	The details are available with the Sub-Registrar of Ilhas, Panaji, Goa.
	c) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration	NO

for a further period, depending on the need for clearance of such clog on the title.

In case of property offered as security for loans of Rs.1.00 Crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory.

admeasuring 663 sq.mts., of Chalta no. 9, both of P. T. Sheet No. 99, forming part of the larger property known as "TERCEIRO CANTO CHINCHECHO OR TERCEIRO CANTO CHINCHECHO COM SEU ALTO DE AREA DA PROPRIEDADE BAILLY VELLY" situated at Campal Miramar, within the limits of Corporation of City of Panaji Taluka Tiswadi and Registration Sub District of Ilhas, District North Goa in the State of Goa, which property is described in the Office of Land Registration Ilhas under No. 2671 of Book B-30 (old) and enrolled in the Taluka Revenue Office under Matriz No. 124 (hereinafter referred to as the said "Property").

The said property I originally belonged to Smt. Maria Lilia Sofia de Azavedo E Pinto, widow of Shri. Rogerio Jose Inacio Pinto and Shri. Jose Cristovam Pinto and his wife Telma Mergelina de Sa Pinto, in equal share of one half each having acquired the same by Deed of Exchange dated 12/02/1970, which deed is registered before the Sub Registrar of Ilhas, under No. 340 of Book I, Volume 49 on 27/06/1970.

After obtaining the approvals from the concerned authorities including letter no. DE/1246/1883/69 dated 27/11/1969 from Town and Country Planning Department and Letter no. RT/1471 dated 27/12/1969 from

divided Plot No. 10, admeasuring 447 sq. mts. of the said property to Dr. Gopalkrishna Kalyan Salelkar resident of Fontainhas, Panaji Goa.

By virtue of Deed of Gift dated 03/06/1975 the said Smt. Maria Lilia Sofia de Azavedo E Pinto and Shri. Jose Cristovam Pinto with his wife gifted Plot A and B, the open space and which are adjacent to the said plot no. 10 of the said property to Dr. Gopalkrishna K. Salelkar, which deed was registered under No.451 at pages 191 to 195 of Book I, Volume 93 on 18/06/1975, before the office of Sub Registrar of Ilhas.

After obtaining due approval from the Panaji Municipal Council a dwelling house was built in the said Plot No.10 which house is allotted House No. 706-C-13 by Panaji Municipal Council now Corporation of City of Panaji.

In new survey the said Plot no. 10 admeasuring 447 sq.mts. is shown under Chalta no. 8 and the said Plots A and B both total admeasuring 663 sq.mts are shown under Chalta no. 9, both of P. T. Sheet No. 99 of City Survey Panaji in the Records of Land Survey. The said Plot no. 10 along with dwelling house and said plot 'A' and 'B' together total as one unit admeasures 1110 sq.mts., hereinafter called as 'Said Plot'.

along with Smt. Usha Salelkar as his widow and moiety holder.

Vide Deed of Sale dated 04/01/2007, registered before the Sub Registrar of Ilhas under No. 144 at pages 87 to 121 of Book I, Volume 1740 dated 15/01/2007, the said Smt. Usha Salelkar, Sonia Harish Sharma and Shri. Shiraj Salelkar, as vendors along with the said Harish Sharma, as Confirming Party sold said Plot to the M/s R. M. S. Construction Pvt. Ltd.

The said Ms Sonia Salelkar being married to Shri. Harish Sharma who is of Non-Goan origin, he is not governed by the law of Communion of Assets and as such he is not holding moiety share in the share of Ms. Sonia.

Vide Deed of Sale dated 22/03/2012, which deed is registered before Sub Registrar of Ilhas under no. PNJ-BK-1-00727-2012, CD No. PNJD14 on 22/03/2012, the said M/s R. M. S. Construction Pvt. Ltd. sold the said Plot No.10 to the M/s. V. R. P. Land Base Pvt. Ltd.

Vide Deed of Sale dated 24/10/2013, which deed is registered before Sub Registrar of Ilhas under no. PNJ-BK1-02852-2013, CD No. PNJD26 on 24/10/2013, the said M/s. V. R. P. Land Base Pvt. Ltd sold the said plot No. 10 to

CHINCHECHO OR TERCEIRO CANTO CHINCHECHO COM SEU ALTO DE AREA DA PROPRIEDADE BAILLY VELLY" situated at Santa Inez, sub district of Ilhas, District North Goa, described as a whole in the Conservatoria do Registo Predial of Ilhas under No. 2671 in Book B-30 old, and registered in the Revenue Register (Matriz Predial) under No. 124 admeasuring as whole about 7,713 sq.mts,(hereinafter referred to as the said "Property II").

The said property II originally belonged to Smt. Maria Lilia Sofia de Azavedo E Pinto, widow of Shri. Rogerio jose Inacio Pinto and Shri. Jose Cristovam Pinto and his wife Telma Mergelina de Sa Pinto.

The said Property II has been divided into plots approved by the Town Planning Committee.

Vide Deed of Conveyance dated 02/04/1970, the said Smt. Maria Lilia Sofia de Azavedo E Pinto, widow of Shri. Rogerio Jose Inacio Pinto and Shri. Jose Cristovam Pinto and his wife Telma Mergelina de Sa Pinto sold the Plot No. 4 admeasuring 500 sq.mts to Mr. Jaisinh Maganlal, which deed registered before the Sub Registrar of Ilhas under No. 341 at pages 19 to 27 of Book No. I, Volume No. 49 on 30/06/1970.

The said Mr. Jaisinh Maganlal has

The said Shri. Jaisinh Maganlal expired on 27/11/2017 leaving behind his wife Smt. Hasumati Maganlal as moiety and following children namely:

(i). Mr.Kirit Maganlal married to Mrs. Andrea Maganlal

(ii).Mr.Nitin Maganlal married to Mrs.Rita Maganlal

(iii) Mr.Dhiresh Maganlal to Mrs. Gabriela Maganlal

(iv). Mr.Naresh Maganlal married to Mrs. Bela Maganlal as his universal heirs.

Thus, all the above mentioned legal heirs of late Jaisinh Maganlal became the owners of the said plot by virtue of inheritance.

The said Plot no. 4 was considered as the assets of M/s Magson Pvt. Ltd., even though there is no document on record to substantiate the same. However, in case the legal heirs of Shri. Jaisinh Maganla i.e. Smt. Hasumati Maganlal, Mr.Kirit Maganlal & Mrs. Andrea Maganlal, Mr.Nitin Maganlal & Mrs.Rita Maganlal, Mr.Dhiresh Maganlal & Mrs. Gabriela Maganlal and Mr.Naresh Maganlal married to Mrs. Bela Maganlal wish to transfer the said plot in favour of M/s Enkay Developers, the said M/s Magsons Network Pvt. Ltd also should be made as Confirming/ Consent Party.

On 12/12/2017, Conversion Sanad bearing No.16/CNV/TIS/17/2017/145, was issued by the Office of the Dy.Collector and Sub-Divisional Officer, Panaji, for conversion of the Plot admeasuring 275 sq.mts. respectively bearing surveyed under Chalta No. 8 of P.T. Sheet No. 99/8 situated at Panaji, Tiswadi, Goa

On 12/12/2017, Conversion Sanad bearing No.16/CNV/TIS/17/2017/146, was issued by the Office of the Dy.Collector and Sub-Divisional Officer, Panaji, for conversion of the Plot admeasuring 224 sq.mts., respectively bearing surveyed under Chalta No. 8 of P.T. Sheet No. 99/7 situated at Panaji, Tiswadi, Goa

On 15/12/2017, Corporation of the City of Panaji granted Construction licence, under No.F1/CCP/ENG/CONST-LIC-16/2017-2018/47 to M/s. Enkay Developers for Proposed Amalgamation of Property, Construction of Commercial cum Residential building and Compound wall.

By virtue of Deed of Sale dated 24/10/2013 and Deed of Conveyance dated 02/04/1970 the said M/s Enkay Developers and Smt. Hasumati Maganlal, Mr.Kirit Maganlal & Mrs. Andrea Maganlal, Mr.Nitin Maganlal & Mrs.Rita Maganlal, Mr.Dhiresk Maganlal

		Mr.Nitin Maganlal & Mrs.Rita Maganlal, Mr.Dhiresk Maganlal & Mrs. Gabriela Maganlal and Mr.Naresh Maganlal married to Mrs. Bela Maganlal are the absolute owners of said Plot 10 total admeasuring 1110 sq.mts and Plot N. 4 admeasuring 500 sq.mts., respectively of the property known as "TERCEIRO CANTO CHINCHECHO OR TERCEIRO CANTO CHINCHECHO COM SEU ALTO DE AREA DA PROPRIEDADE BAILLY VELLY", bearing P. T. Sheet No. 99/7 and 99/8 and 99/9 of Panaji, by virtue of Deed of Conveyance dated 02/04/1970, Conveyance of Sale dated 15/12/1973, Deed of Gift dated 23/06/1975, Deed of Sale dated 04/01/2007, Deed of Sale dated 22/03/2012 and Deed of Sale dated 24/10/2013 respectively along with the ongoing construction of commercial cum residential construction on the said properties.
9	Nature of title of the intended Mortgagor over the property (whether full ownership rights, leasehold rights, occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee, etc.)	Ownership Rights.
10	If leasehold, whether, a) Lease Deed is duly stamped and registered	NA
	b) Lessee is permitted to mortgage the Leasehold right.	NA

	superstructure (if applicable)?	
	f) Right to get renewal of the leasehold rights and nature thereof.	NA
11	If Govt. grant/allotment/lease-cum-sale agreement, whether	NA
	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions.	NA
	The mortgagor is competent to create charge on such property	NA
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	NA
12	If occupancy right, whether:	-
	a) Such right is heritable and transferable	NA
	b) Mortgage can be created.	NA
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	NA
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	yes

	d) Whether the Donee has accepted the gift by signing the Gift/ Settlement Deed or by a separated writing or by implication or by actions;	Yes
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	No
	f) Whether the Donee is in possession of the gifted property;	Yes
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	No
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No
15	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	I have verified the certified copies of Deed of Conveyance dated 02/04/1970, Conveyance of Sale dated 15/12/1973, Deed of Gift dated 23/06/1975, Deed of Sale dated 04/01/2007, Deed of Sale dated 22/03/2012 and Deed of Sale dated 24/10/2013 respectively .
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	
	c) Whether the partition made is valid in law and the mortgagor has	Yes.

	set? If so, additional precautions to be taken for avoiding multiple mortgages?	
16	Whether the title documents include any testamentary documents/Wills? a) In case of Wills, whether the Will is registered Will or unregistered Will?	No
	b) Whether Will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	c) Whether the property is mutated on the basis of Will?	NA
	d) Whether the original Will is available.	NA
	e) Whether the original death certificate of the testator is available.	NA
	f) What are the circumstances and/or documents to establish the Will in question is the last and final Will of the testator? (Comment on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the Will, all parties have acted upon the Will, etc. which are relevant to rely on the Will, availability of Mother/original title deeds are to be explained.)	NA
17	a) Whether the property is subject to any wakf rights?	No
	b) Whether the property belongs to	NA

18	a) Where the property is a HUF/ joint family property, mortgage is created for family benefit/legal necessity. Whether the major coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	NA
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
19	a) Whether the property belongs to any trust or is subject to the rights of any trust?	NA
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	NA
	c) If so additional precautions/ permissions to be obtained for creation of valid mortgage?	NA
	d) Requirements, if any for creation of mortgage as per the Central/ State Laws applicable to the trust in the matter.	NA
20	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage.	NA

	<p>c) In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.</p>	<p>Conversion Sanad dated 12.12.2017 bearing No.16/CONV/TIS/17/2017/145 issued by the Office of Collector & Sub Divisional Officer, Sub Division Panaji, Goa, for conversion of the property admeasuring 275 sq.mts. respectively bearing P. T. Sheet No.99/8 situated at Panaji, Tiswadi, Goa.</p> <p>Conversion Sanad dated 12.12.2017 bearing No.16/CONV/TIS/17/2017/146 issued by the Office of Collector & Sub Divisional Officer, Sub Division Panaji, Goa, for conversion of the property admeasuring 224 sq.mts. respectively bearing P. T. Sheet No.99/7 situated at Panaji, Tiswadi, Goa.</p>
21	<p>Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)</p>	No
22	<p>a) Whether the property is subject to any pending or proposed land acquisition proceedings?</p>	No
	<p>b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.</p>	Search reveals that the property is not part of any proposed acquisition.

	c) Whether the title documents have any court seal/markings which point out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	NA
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	NA
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	NA
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	NA
25	Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorisation to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar, Article of Association/ provision for common seal etc.	NA
26	In case of Societies, Association, the required authority/power to borrower and whether the mortgage	NA

<p>b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement cum Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.</p>	NA
<p>c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/ Individual or Proprietary concerns in favour of their partners/ Employees/Authorized Representatives to sign flat Allotment Letters, NOCs, Agreement of Sale, Sale Deeds, etc., in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).</p>	NA
<p>d) In case of Builder's POA whether a certified copy of POA is available and the same has been verified/compared with the original POA.</p>	NA
<p>e) In case of common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i. Whether the original POA is</p>	

	iv. Whether the POA contains a specific authority for execution of title document in question?	NA
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub-Registrar also?)	NA
	g) Please comment on the genuineness of POA?	NA
	h) The unequivocal opinion on the enforceability and validity of the POA?	NA
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticate in terms of the Law of the place, where it is executed.	NA
29	If the property is a flat/ apartment or residential/ commercial complex, check and comment on the following: a) Promoter's/Land Owners' title to the land/building:	M/S. Enkay Developers and Smt. Hasumati Maganlal, Mr.Kirit Maganlal & Mrs. Andrea Maganlal, Mr.Nitin Maganlal & Mrs.Rita Maganlal, Mr.Dhires Maganlal & Mrs. Gabriela Maganlal and Mr.Naresh Maganlal

	Conveyance of Sale dated 15/12/1973, Deed of Gift dated 23/06/1975, Deed of Sale dated 04/01/2007, Deed of Sale dated 22/03/2012 and Deed of Sale dated 24/10/2013 respectively
b) Development Agreement/ Power of Attorney	NA
c) Extent of authority of the Developer/ builder	NA
d) Independent title verification of the Land and/ or building in question	Title is independently verified.
e) Agreement of Sale (duly registered)	Deed of Sale duly registered.
f) Payment of proper stamp duty	Duly paid
g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes. Duly registered
h) Approval of building plan, permission of appropriate/local authority, etc.,	NA
i) Conveyance in favour of Society/ Condominium concerned	NA
j) Occupancy Certificate/ allotment letter/ letter of possession	NA
k) Membership details in the Society etc.	NA
l) Share Certificates	NA
m) No Objection Letter from the Society	NA
n) All legal requirements under the	

	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	NA
	q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	NA
30	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other local authorities or third party claims, liens, etc. and details thereof.	The said properties are presently mortgaged with Indusind Bank, Panaji Branch, hence there is an encumbrance on the said properties.
31	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	NA
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NA
33	a) Urban land ceiling clearance, whether required and if so, details thereon.	NA
	b) Whether no objection certificate under the Income Tax Act is required/obtained.	NA
34	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	Mutation has been effected in favour of Shri. Gopal Krishna Salelkar, in respect of Plot 10, bearing P. T. Sheet No. 99 Chalta No.8 and 9 of Panaji Goa.

	valid? c) Whether the property has clear access as per the documents?	Yes
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable. d) Other utility bills, if any.	Yes Yes Yes NA NA
38	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/comment on the same.	No
39	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide	Valuation Report is not made available

41	Whether the bank will be able to enforce SARFESI Act, if required against the property offered as security.	Yes
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Deed of Conveyance dated 02/04/1970, Conveyance of Sale dated 15/12/1973, Deed of Gift dated 23/06/1975, Deed of Sale dated 04/01/2007, Deed of Sale dated 22/03/2012 and Deed of Sale dated 24/10/2013 respectively can create a proper, valid and enforceable mortgage.
43	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44	Additional aspects relevant for investigation of title as per local laws	NA
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	NA
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Enkay Developers

PAVITHRAN. A.V.²⁵

B.A., LL.M,

ADVOCATE

S-3, IInd floor, Bhanav Apartments,
Next to Axis Bank, Near Mahalaxmi
Temple, Panaji-Goa 403 001

ANNEXURE - 'C'

CERTIFICATE OF TITLE

I have examined the Certified Copies of Deed of Conveyance dated 02/04/1970, Conveyance of Sale dated 15/12/1973, Deed of Gift dated 23/06/1975, Deed of Sale dated 04/01/2007, Deed of Sale dated 22/03/2012 and Deed of Sale dated 24/10/2013 respectively and all the documents pertaining to part and parcel of Plot No. 10 admeasuring 447 sq.mts, of La Campala Residencial colony bearing Chalta No. 8 of P. T. Sheet 99 of City of Survey Panaji along with a dwelling house bearing House No. 706-C-13 standing thereon along with the adjoining Plot admeasuring 663 sq.mts., of Chalta no. 9, both of P. T. Sheet No. 99; and Plot No. 4 admeasuring 500 sq.mts., together with the open adjacent space of about 100 sq.mts., total 600 sq.mts, corresponds to the 5 meters trip reserved for the widening of the Gasper Dias Road forming part of the larger property known as "TERCEIRO CANTO CHINCHECHO OR TERCEIRO CANTO CHINCHECHO COM SEU ALTO DE AREA DA PROPRIEDADE BAILLY VELLY" situated at Campal Miramar, within the limits of Corporation of City of Panaji Taluka Tiswadi and Registration Sub District of Ilhas, District North Goa in the State of Goa, which property is described in the Office of Land Registration Ilhas under No. 2671 of Book B-30 (old) and enrolled in the Taluka Revenue Office under Matriz No. 124, and the documents of title referred to in the opinion are valid evidence of right, title and interest and the legal heirs of late Shri. Jaisinh Maganlal and M/s Enkay Developers are the absolute owners of Plot No. 4, admeasuring 500 sq. mtrs and Plot No. 10 of the bearing Survey No.99/7 and 99/8 of Panaji, by virtue of Deed of Sale dated

become the absolute owners of the said Plot NO.4 alongwith Plot No.10.

1. I have examined the Documents in details, taking into account all the Guidelines in the check list vide Annexure 'B' and the other relevant factors.
2. I confirm having made a search in the Land/revenue records. I also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, I do not find anything adverse which would prevent the title holders from creating valid mortgage. I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or my agent in making search.
3. Following scrutiny of Land records/ Revenue Records and relative title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
4. In case of second/subsequent charge in favour of the bank, there are no other mortgages/charges other then already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
5. The Mortgage if created will be available to the bank for the liability of the intending borrowers, M/s Enkay Devlopers.
6. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable.

7. Deed of Conveyance/ Transfer to be executed in favour of M/s Enkay Developers which shall be executed simultaneously with the disbursement.

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

SCHEDULE OF THE PLOT 10

All that part and parcel of Plot No. 10 admeasuring 447 sq.mts, of La Campala Residential colony bearing Chalta No. 8 of P. T. Sheet 99 of City of Survey Panaji along with a dwelling house bearing House No. 706-C-13 and standing thereon along with the adjoining Plot admeasuring 663 sq.mts., of Chalta no. 9, both of P. T. Sheet No. 99, forming part of the larger property known as "TERCEIRO CANTO CHINCHECHO OR TERCEIRO CANTO CHINCHECHO COM SEU ALTO DE AREA DA PROPRIEDADE BAILLY VELLY" which property is described in the Office of Land Registration Ilhas under No. 2671 of Book B-30 (old) and enrolled in the Taluka Revenue Office under Matriz No. 124 situated at Campal Miramar, within the limits of Corporation of City of Panaji Taluka Tiswadi and Registration Sub District of Ilhas, District North Goa in the State of Goa, and is bounded as under:

Towards the East: By 10 mts. Wide internal road of the Colony;

Towards the West: By Plot No.3 of La Campala Residential Colony,
Properties surveyed under Chalata No.6, 5 & 10 of

SCHEDULE OF THE PLOT 4

All that Plot No. 4 admeasuring 500 sq.mts., together with the open adjacent space of about 100 sq.mts., total 600 sq.mts, corresponds to the 5 meters trip reserved for the widening of the Gasper Dias Road forming part of the larger property known as "TERCEIRO CANTO CHINCHECHO OR TERCEIRO CANTO CHINCHECHO COM SEU ALTO DE AREA DA PROPRIEDADE BAILLY VELLY" described as a whole in the Conservatoria do Registo Predial of Ilhas under No. 2671 in Book B-30 old, and registered in the Revenue Register (Matriz Predial) under No. 124 admeasuring as whole about 7,713 sq.mts situated at Santa Inez, Sub district of Ilhas, District North Goa,

Towards the East: By plot No. 14 of Campal Housing Colony;

Towards the West: By the Campal Miramar road;

Towards the North: By 10 meters wide road of the colony; and

Towards the South: By plot no. 3 of the said colony.

Date : 27/02/2019

Place : Panaji, Goa



(Adv. Pavithran A. V.)