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**S. N. Joshi**

ADVOCATE HIGH COURT

NOTARY PUBLIC

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Panaji - Goa 403 001

Ref. No. SNJ/043/2015

Date: 03/02/2015

ANNEXURE A 1

OBC LEGAL OPINION

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

Dear Sir,

Reg: Title Opinion in respect of Amalgamated Plot Nos D-23, D-24, D-25, D-26, D-27, D-28, D-29 and D-30 described herein below:

- A) ALL THAT Plot No.D-23, admeasuring an area of 296 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereunder written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot of land is hereinafter referred to as the '**Said Plot No.D-23**' and is more particularly described in Schedule II hereunder written.
- B) ALL THAT Plot No.D-24, admeasuring an area of 308 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1

(more particularly described in Schedule I hereunder written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot of land is hereinafter referred to as the 'Said Plot No.D-24' and is more particularly described in Schedule III hereunder written.

C) ALL THAT Plot No.D-25, admeasuring an area of 296 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereunder written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot of land is hereinafter referred to as the 'Said Plot No.D-25' and is more particularly described in Schedule IV hereunder written.

D) ALL THAT Plot No.D-26, admeasuring an area of 312 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereunder written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot of land is hereinafter referred to as the 'Said Plot No.D-26' and is more particularly described in Schedule V hereunder written.

E) ALL THAT Plot No.D-27, admeasuring an area of 314 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereunder written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne,



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Taluka Bardez, District North Goa, which Plot of land is hereinafter referred to as the 'Said Plot No.D-27' and is more particularly described in Schedule VI hereunder written.

F) ALL THAT Plot No.D-28, admeasuring an area of 329.80 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereunder written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot of land is hereinafter referred to as the 'Said Plot No.D-28' and is more particularly described in Schedule VII hereunder written.

G) ALL THAT Plot No.D-29 admeasuring an area of 336.60 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereunder written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot of land is hereinafter referred to as the 'Said Plot No.D-29' and is more particularly described in Schedule VIII hereunder written.

H) ALL THAT Plot No.D-30, admeasuring an area of 355.10 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereunder written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot of land is hereinafter referred

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to as the 'Said Plot No.D-30' and is more particularly described in Schedule IX hereunder written.

With reference to your letter CN/0164/UDTS/2014, dated December 18, 2014 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)

(i)M/s Ava Land Holdings, a Partnership Firm, (ii) M/s B. D. Constructions Pvt. Ltd. and (iii)M/s High Class Builders Pvt. Ltd. .

2. Description of immovable property:

Plot No. / Property No.	Area (in sq.yds./sq.mtrs/sq.ft. / acres/hectares)	Location	Boundaries
A) Plot No.D-23	admeasuring an area of 296 sq. mts..	situated at Pilerne Village, Taluka Bardez, situated within the limits of the Village Panchayat of Pilerne-Marra, Bardez-Goa.	On the North: By Plot No.D-20; On the South: By Plot No.D-24; On the East: By 6.00 mts. wide road and On the West: By Plot No.D-12.



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B) Plot No.D-24	admeasuring an area of 308 sq.mtrs.	situated at Pilerne Village, Taluka Bardez, situated within the limits of the Village Panchayat of Pilerne-Marra.	On the North: By Plot No.22; On the South: By Plot No. D-26; On the East: By 6.00 mts. wide road and On the West: By Plot No.23. On the North: By Plot No.23; On the South: By Plot No.27; On the East: By Plot No.26; On the West: By 15.00 mts. wide Road.
C. Plot No.D-25	admeasuring an area of 296 sq.mtrs.	situated at Pilerne Village, Taluka Bardez, situated within the limits of the Village Panchayat of Pilerne-Marra.	On the North: By Plot No.24; On the South: By Plot No.D-24;
C) Plot No.D-26	admeasuring an area of 312 sq.mtrs.	situated at Pilerne Village, Taluka Bardez, situated within the limits	On the North: By Plot No.D-24; On the South: By Plot No.D-

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<p>D)Plot No.D-27</p>	<p>admeasuring an area of 314 sq.mtrs.</p>	<p>of the Village Panchayat of Pilerne-Marra.  situated at Pilerne Village, Taluka Bardez, situated within the limits of the Village Panchayat of Pilerne-Marra.</p>	<p>28; On the East: By 6.00 mts. wide Road and On the West: By Plot No. D-25.  On the North: By Plot No.D-25; On the South: By Plot No.D-29; On the East: By Plot No.D-28 and On the West: By 15.00 mts. wide Road.</p>
<p>E)Plot No.D-28</p>	<p>admeasuring an area of 329.80 sq.mtrs.</p>	<p>situated at Pilerne Village, Taluka Bardez, situated within the limits of the Village Panchayat of Pilerne-Marra.</p>	<p>On the North: By Plot No.D-26; On the South: By Plot No.D-30; On the East: By 6.00 mts. wide road and On the West:</p>

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<p>F) Plot No.D-29</p>	<p>admeasuring an area of 336.60 sq.mtrs.</p>	<p>situated at Pilerne Village, Taluka Bardez, situated within the limits of the Village Panchayat of Pilerne-Marra.</p>	<p>By Plot No.D-27.  On the North: By Plot No.D-27; On the South: By 8.00 mts. wide road; On the East: By Plot No.D-30 and On the West: By 15.00 mts. wide road.</p>
<p>H) Plot No.D-30 All forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1</p>	<p>admeasuring an area of 355.10 sq.mtrs.</p>	<p>situated at Pilerne Village, Taluka Bardez, situated within the limits of the Village Panchayat of Pilerne-Marra.</p>	<p>On the North: By Plot No. D-28 On the South: By 8.00 mts. wide road; On the East: By 6.00 mts. wide road and On the West: By Plot No.D-29.</p>

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**Schedule I**

**(Description of the said Property)**

ALL THAT Property Known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', admeasuring an area of 1,81,100 sq.mtrs. surveyed under Survey No.52/1, situated at Pilerne Village, within the limits of the Village Panchayat of Pilerne, Registration and Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office at Panjim under No.956 of Book B-1 (New) and enrolled in Taluka Revenue Office under Matriz No.1113, which property is hereinafter referred to as the 'Said Property' and is bounded as under:

- On the East: By property surveyed under No.53 & 36;
- On the West: By property surveyed under Survey No.38, road and Survey No.51
- On the North: By boundary of Sangolda Village and
- On the South: By property surveyed under No.37.

**Schedule II**

**(Description of the Said Plot No.D-23)**

ALL THAT Plot No.D-23, admeasuring an area of 296 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereinabove written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot is bounded as follows:





On the North: By Plot No.D-20;  
On the South: By Plot No.D-24;  
On the East: By 6.00 mts. wide road and  
On the West: By Plot No.D-12.

**Schedule III**

**(Description of the Said Plot No.D-24)**

ALL THAT Plot No.D-24, admeasuring an area of 308 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereinabove written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot is bounded as follows:

On the North: By Plot No.22;  
On the South: By Plot No. D-26;  
On the East: By 6.00 mts. wide road and  
On the West: By Plot No.23.

**Schedule IV**

**(Description of the Said Plot No.D-25)**

ALL THAT Plot No.D-25, admeasuring an area of 296 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereinabove written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot is bounded as follows:



On the North: By Plot No.23;  
On the South: By Plot No.27;  
On the East: By Plot No.26;  
On the West: By 15.00 mts. wide Road.

**Schedule V**  
**(Description of the Said Plot No.D-26)**

ALL THAT Plot No.D-26, admeasuring an area of 312 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereinabove written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot is bounded as follows:

On the North: By Plot No.D-24;  
On the South: By Plot No.D-28;  
On the East: By 6.00 mts. wide Road and  
On the West: By Plot No. D-25.

**Schedule VI**  
**(Description of the Said Plot No.D-27)**

ALL THAT Plot No.D-27, admeasuring an area of 314 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereinabove written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot is bounded as follows:



On the North: By Plot No.D-25;  
On the South: By Plot No.D-29;  
On the East: By Plot No.D-28 and  
On the West: By 15.00 mts. wide Road.

**Schedule VII**

**(Description of the Said Plot No.D-28)**

ALL THAT Plot No.D-28, admeasuring an area of 329.80 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereinabove written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot is bounded as follows:

On the North: By Plot No.D-26;  
On the South: By Plot No.D-30;  
On the East: By 6.00 mts. wide road and  
On the West: By Plot No.D-27.

**Schedule VIII**

**(Description of the Said Plot No.D-29)**

ALL THAT Plot No.D-29, admeasuring an area of 336.60 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereinabove written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot is bounded as follows:

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On the North: By Plot No.D-27;  
On the South: By 8.00 mts. wide road;  
On the East: By Plot No.D-30 and  
On the West: By 15.00 mts. wide road.

**Schedule IX**

**(Description of the Said Plot No.D-30)**

ALL THAT Plot No.D-30, admeasuring an area of 355.10 sq. mts., forming part of the Property known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', surveyed under Survey No.52/1 (more particularly described in Schedule I hereinabove written) situated at Pilerne, within the limits of the Village Panchayat of Pilerne, Taluka Bardez, District North Goa, which Plot is bounded as follows:

On the North: By Plot No. D-28  
On the South: By 8.00 mts. wide road;  
On the East: By 6.00 mts. wide road and  
On the West: By Plot No.D-29.

3. Chain of title Deeds scrutinized by me	As per Annexure A2 attached herewith
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*[Handwritten mark]*

<p><b>i) Search in Sub-Registrar's Office</b> (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)</p>	<p>The details have already been given in the Schedules hereinabove written.</p>
<p><b>ii) Search and Investigation</b> (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</p>	<p>There exists a property Known as 'Goddebaim' or 'Pentacho' also known as 'Bodko Vhodd', admeasuring an area of 1,81,100 sq.mtrs. surveyed under Survey No.52/1, situated at Pilerne Village, within the limits of the Village Panchayat of Pilerne, Registration and Sub-District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office at Panjim under No.956 of Book B-1 (New) and enrolled in Taluka Revenue</p>

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, 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).

Office under Matriz No.1113,  
Originally the said property belonged to late Diago Manuel Francisco De Silva.

By a Public Will dated 19/03/1953 executed before the then Notary Public Shri J.J.F. Pinto de Menezes at Mapusa, Goa, at pages 43 onwards of Book No.45, said Diago Manuel Francisco de Silva bequeathed the said property to the Confraria of the Chapel of Our Lady of Livramento of Sangolda, Bardez, Goa.

Thereafter, by a Consent Decree passed in Special Civil Suit No.18/87/A , the Court of the Civil Judge Senior Division, Panjim declared that the said Confraria of the Chapel of Our Lady of Livramento of Sangolda, Bardez, Goa is the absolute owner in possession of the said property.

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Note: (We have verified the certified copy of the Consent Decree. The date of the Consent Decree is shown as 31/10/1980. This date is incorrect as the Suit itself is of 1987).

Vide a Deed of Sale dated 26/02/1990, said Confraria of the Chapel of Our Lady of Livramento of Sangolda, Bardez, Goa, sold to M/s Gopal Builders & Developers, a Partnership Firm, the said property admeasuring an area of 1,81,100 sq.mtrs., surveyed under Survey No.52/1, situated at Village Pilerne.

Further, By a Consent Decree passed in Special Civil Suit No.226/91/A, the Court of the Civil Judge Senior Division, Panjim ratified and confirmed the said Sale Deed dated 26/02/1990 made in favour of the aforesaid M/s Gopal Builders and Developers as the legal, valid and

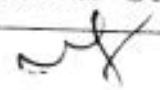
subsisting document.

In pursuance of the aforesaid Sale Deed dated 26/02/1990, said M/s Gopal Builders and Developers, became the owner in possession and enjoyment of the said property.

It is seen that M/s Gopal Builders & Developers is a Partnership Firm established on 01/10/1989 registered under No.62/1990 on 02/04/1990 in the Office of the Registrar of Firm at Panaji, constituted of the following Partners, namely,

- (1) Narottam J.Thakkar;
- (2) Surendra Sonba Rahalkar;
- (3) Shivram Gopal Dalvi;
- (4) Hemant Rasiklal Parikh and
- (5) Manish Vallbhdas Thakkar

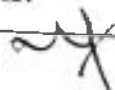
With an intention to develop the said property, M/s Gopal Builders and Developers obtained all the necessary permissions, approvals and licenses from the competent authorities as required under the law in force in the state of Goa.





The said documents included Conversion Sanad No.CNV/BAR/36/90 dated 11/05/1990 issued by the Office of the Dy.Collector & S.D.O, Mapusa, Goa; Provisional NOC under No.NPDA/P668/76/1990 dated 10/08/1990, issued by the Northern Planning Development Authority; Final N.O.C under No.VP/PM/F-1/Final/NOC/447 dated 06/06/2008 issued by the Office of the Village Panchayat of Pilerne - Marra, Bardez Goa.

In pursuance thereto, M/s. Gopal Builders and Developers Sub-divided the said Property into various sub-Plots in Phase II, being Plots No.D-1 to D-41, E-9 to E-30, F-1 to F-6, G-1 to G-17 and H-1 to H-17 in Survey No.52/1, so also developed the said property by making approach roads, internal tar roads, gutters, drainages, laying water, electric pipe line, bore well in terms of the above mentioned requisite permissions.



It is seen that by a Deed dated 08/04/1996 (i) Mr.Surendra Sonba Rahalkar; (ii) Mr.Hemant Rasiklal Parikh retired from the said Partnership Firm (ie. M/s Gopal Builders and Developers) and subsequently in terms of the Deed of Dissolution dated 18/07/1996, Mr.Manish Vallbhdas Thakkar also retired and the said partnership dissolved, whereby the assets of the Firm devolved upon Mr. Narottam J. Thakkar.

Vide Deed of Gift dated 16/05/2008, executed between said Mr. Narottam J. Thakkar as 'Donor' and Mr. Gautam Narottam Thakkar as 'Donee', registered in the Office of the Sub-Registrar of Bardez at Mapusa, under No.2789 at pages 146 to 161 at Book No.I, Vol.No.2613 dated 19/05/2008, the Donor therein gifted the Said Plot Nos D-23 to D-30 along with other plots as stated in the said Deed in favour of the Donee

therein and the total gifted area was **30,641.65 sq.mtrs.**

Thereafter it was realized that there was some error in mentioning the areas of some plots of the Gifted property, so also by inadvertence the Plot No.E-28 was missed out from being mentioned in the Schedule of the aforesaid Deed of Gift dated 16/05/2008.

In pursuance thereto, by a Deed of Rectification Cum Gift dated 18/10/2010, registered in the Office of the Sub-Registrar of Bardez at Mapusa, Goa under Registration No.BRZ-BK1-03830-2010, CD number BRZD89 on 18/10/2010, the aforesaid Deed of Gift dated 16/05/2008 was rectified and the total Gifted area was shown as **31,625 sq.mtrs.**

The name of the aforementioned Mr.Gautam Narottam Thakkar was recorded in the Occupants Column of Form I & XIV in respect of

**Deed of Sale, Mr. Rahul Khetrapal became the owner in possession and enjoyment of the Said Plot No.D-23 admeasuring an area of 296 sq. mtrs.**

Vide Deed of Sale dated 27/08/2012, executed between Mr. Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03851-2012, CD No.BRZD369 on 29/08/2012, the Vendor therein sold to the Purchaser the Said Plot No.D-24, admeasuring an area of 308 sq.mtrs.

Vide Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions

Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03876-2012, CD No.BRZD369 on 30/08/2012, the Vendor therein sold to the Purchaser the Said Plot No.D-25 admeasuring an area of 296 sq.mtrs.

Vide Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03875-2012, CD No.BRZD369 on 30/08/2012, the Vendor therein sold to the Purchaser the Said Plot No.D-26, admeasuring an area of 312 sq.mtrs.

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Vide Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03877-2012, CD No.BRZD369 on 30/08/2012, the Vendor therein sold to the Purchaser the Said Plot No.D-27, admeasuring an area of 314 sq.mtrs.

Vide Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03880-2012, CD No.BRZD369 on

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30/08/2012, the Vendor therein sold to the Purchaser the Said Plot No.D-28, admeasuring an area of 329.80 sq.mtrs.

Vide Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03872-2012, CD No.BRZD369 on 30/08/2012, the Vendor therein sold to the Purchaser the Said Plot No.D-29, admeasuring an area of 336.60 sq.mtrs.

Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as

'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03882-2012, CD No.BRZD369 on 30/08/2012, the Vendor therein sold to the Purchaser the Said Plot No.D-30, admeasuring an area of 355.10 sq.mtrs.

Vide a Deed of Sale dated 20/12/2012, executed between Mr.Rahul Khetrapal as the 'Vendor' and Ava Land Holdings ; M/s B.D. Constructions Pvt. Ltd.; and High Class Builders Pvt. Ltd. as the 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-00048-2013, CD No.BRZD419 on 07/01/2013, the Vendor therein sold to the Purchaser said Plot No.D-23, admeasuring an area 296 sq.mtrs.





Note: At Pt.10- there is an error made while mentioning the said plot as 'flat'.

Note: In all the Deeds, one of the Purchaser namely High Class Builder Pvt. Ltd. are represented by the Attorney Ashish Aggrawal in terms of the Power of Attorney dated 27/8/2012. The same is not on record.

In view of the above, M/s Ava Land Holdings, M/s B. D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd. became the joint owners in possession and enjoyment of the said Plot Nos.D-23 to D-30.

Vide Letter under Ref. No.TPBZ/46/Pilen/TCP-13/565, dated 8/2/2013, the Office of the Senior Town Planner, Mapusa, Goa, by its Technical Clearance Order, granted Technical Clearance for carrying out the Amalgamation

Of Plots, residential Villas and Compound Wall in respect to Survey No.52/1, Plot No.D-23 to D-30.

Thereafter, under Construction License No. VP/PM/F-45/Amalg./Bldgs/Com-Wall/2012-13/2001 dt.06/03/2013, the Office of the Village Panchayat of Pilerne-Marra, Bardez-Goa, granted license in favour of Ava Land Holdings, for carrying out the Amalgamation of Plots, Residential Villas & Compound Wall in the property situated at Pilerne Village bearing Survey No.52/1, Plot No.D-23 to D-30.

The Approved Site Plan, Floor Plan of Unit Type- R for the proposed Villas with Compound Wall in amalgamated Plots bearing Plot Nos.D-23 to D-30 in Survey No.52/1 (Part), of Village Pilerne, Bardez-Goa is on record. These plans refer to the approval given

by the Deputy Town Planner -  
Mapusa under No.  
TPB2/46/PIL/TCP-13/565 dated  
08/2/2013, Health Officer-  
Primary Health Centre, Candolim  
under No.  
PHCC/NOC/Const/1273/3019  
dated 19/2/2013 and Village  
Panchayat Permission under No.  
VP/PM/F.45/Bldgs/Amalg./Com-  
Wall/2012-13/2001 dated  
06/03/2012

From the Site Plan showing plots  
after Amalgamation, it is seen that  
the total area of the Amalgamated  
Plots D23-D30 is 2547.5 sq.mt.

Vide a Deed of Partnership dated  
14/08/2012, executed between 1)  
B.D. Constructions Private  
Limited, as 'the Party of the First  
Part' 2) High Class Builders Pvt.  
Ltd., as 'the Party of the Second  
Part'; 3) Mr. Vinod Kumar  
Aggarwal, as the 'Party of the  
Third Part'; 4) Mr. Aashish V.  
Aggarwal, as 'the Party of the

Fourth Part', the Parties therein entered into a Partnership in the name and style of 'M/s Ava Land Holdings'.

Vide a Deed of Partnership dated 21/02/2013, executed between Mr.Rahul Khetrapal, as 'the Party of the First Part'; Mr.Rajat Gulati, as 'the Party of the Second Part' and M/s Ava Land Holdings, as

'the Party of the Third Part' the

Parties therein came together to carry on the Business of partnership under the name and style of 'M/s Urbania Developers'. The Partnership business was for the development and sale of the properties in Survey No.52/1, situated at Pilerne, Bardez-Goa.

The Firm namely, M/s Urbania Developers is found registered in the Registrar of Firms of Ilhas on


Vide the Development Agreement dated 21/02/2013 executed between *M/s Ava Land Holdings*, as the 'Owner' and Urbania Developers consisting of Partners 1) Mr.Rahul Khetrapal; 2) Mr.Rajat Gulati and 3) *M/s Ava Land Holdings*, represented through its partner Mr.Ashish, all collectively represented by its Partner Mr.Rajat Gulati, as the 'Developers', the Owner therein agreed to allow the Developers to develop the said property consisting of the *Plots D-23 to D-41*.

There is no mention of the other two Companies *M/s. B.D. Constructions Pvt. Ltd.* and *High Class Builders Pvt. Ltd.* who were also the Purchaser along with *Ava Land Holdings* in the Deeds of Sale dated 27/08/2012 as mentioned above.

Note : From Deed of Partnership




	<p>of M/s Ava Land Holdings, it appears that M/s B. D. Constructions Pvt. Ltd., M/s High Class Builders Pvt. Ltd., Mr. Vinod Kumar Aggrawal and Mr. Ashish Aggrawal are the Partners in the said firm sharing the profits/loss in the proportion of 10%, 10%, 40% &amp; 40% respectively.</p> <p>The subject matter of the present opinion is Plot Nos. D-23 to D-30, more particularly described in Schedule II, III, IV, V, VI, VII, VIII and IX respectively hereinabove written.</p>
<p>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.</p>	<p>Not applicable</p>
<p>iv) Minor's delinquent, unsound, untraced person's interest (Any minor's interest if</p>	<p>Not Applicable</p> <p style="text-align: right;">JX</p>

<p>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)</p>	
<p>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):</p>	<p>Not Applicable</p>
<p>4. Whether Urban Land (Ceiling and Regulation) Act 1976 is applicable in</p>	<p>This Act is not extended to Goa. Hence, Not Applicable.</p> <p style="text-align: right;"></p>

<p>'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:</p>	
<p>5. Whether the property is acquired under the Land Acquisition Act, 1894 and applicability of other State Legislations.</p>	<p>Not Applicable</p>
<p>6. Lease hold 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</p>	<p>Not Applicable</p>

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<p>mortgage of such leasehold property and advice the precautions to be taken obtaining such property in mortgage):</p>	
<p><b>7. Investigation under Income Tax Act 1961</b>(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.)</p>	<p>Not Applicable</p>
<p><b>8. Investigation in regard to agricultural land</b> (Investigate and search the necessary records etc. with specific reference to the land if it is surplus, self-cultivated, if consolidation of holdings / acquisition proceedings etc. is in progress in the area, whether Government loan / any loan raised against the land and details about the charges / encumbrances may be</p>	<p>It is not an agricultural land. Hence, Not Applicable.</p> <p style="text-align: right;"></p>

specified, specifically with reference to the Agricultural Land Laws.)	
<b>9. The details of the certified copies of the revenue records obtained to confirm that the property in question has been mutated and no dues are outstanding against the mortgagor.</b>	Revenue records are available on record.
<b>10. Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title</b>	Not Applicable
<b>11. If it is a property owned by the Company the additional safeguards like search before the Registrar of Companies to be obtained be stated</b>	Not Applicable
<b>12. Whether documents given as chain of title deeds inspire any doubt / suspicion. Is it curable – how?</b>	Title of M/s Ava Land Holdings, M/s. B.D. Constructions Pvt. Ltd. and M/s. High Class Builders Pvt. Ltd. in respect of Plot Nos. D-23 to D-30 is clear and

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	<b>marketable.</b>
<b>13. Reason as to why equitable mortgage is not being created with the branch, where the property is situated ?</b>	We will recommend equitable mortgage
<b>14. 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?</b>	Not Applicable
<b>15. Whether any restriction on sale of property? e.g. J &amp; K, Uttaranchal &amp; HP etc.</b>	Not Applicable.
<b>16. Whether any approvals/clearances required or obtained, detail?</b>	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 title deeds (varying from case to case).

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Particulars	Comments of Advocate
1. House Tax assessment order pertaining to property to be mortgaged	N.A
2. Site Plan (sanctioned)	Approved Plans on Record. Need not be deposited for equitable mortgage.
3. House Tax receipt pertaining to property to be mortgaged	Not required for this Title Investigation.
4. Self assessment return form	Not required for this Title Investigation.
5. Electricity / Water Bill	Not required for this Title Investigation.
6. Copy of PAN Card / Driving License / Passport etc.	Not required for this Title Investigation.
7. Income Tax returns	Not required for this Title Investigation.
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	Not required for this Title Investigation.
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	Not required for this Title Investigation. 

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<p>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.</p>	
<p>10. In case the property to be mortgaged is related to the company, then relevant Resolutions along with copy of the minutes, MOA/AOA and ROC recored may be obtained</p>	<p>Resolution / Authorization should be obtained.</p>
<p>11. In any case wherever the previous original title deed is missing or retained by earlier owner, the original title deed be seen &amp; endorsed or an affidavit be obtained from the person retaining the original title deeds, that he will not misuse it.</p>	<p>Not required for this Title Investigation.</p>
<p>12. Affidavit that mortgagor deposited title deeds with intention, has deposited all documents, would not misuse</p>	<p>Can be obtained by the Bank before the disbursement of the Loan.</p> <p style="text-align: right;"></p>

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any document to detriment of bank etc., may also be obtained.	
13.The stamp duty payable on Oral Assent (if applicable)	Not applicable in Goa.
14.NOC/No dues certificate from lessor/land authority	Not required for this Title Investigation.
15.In case of leasehold property, the remaining period of lease, any provision for further renewal of lease etc. shall be specifically mentioned. The receipt for upto date payment of lease rent shall be obtained.	Not required for this Title Investigation.
16. In case of HUF / Trust, appropriate affidavit be obtained & further necessary documents be also obtained. In case of Trust properties, it should also be mentioned whether permission from Charity Commissioner or any other competent authority is required to be obtained.	Not required for this Title Investigation.
17.In case of flat belonging to Co-operative Housing Society, necessary further documents	Not required for this Title Investigation.



<p>i.e. Share Certificate, No Objection Certificate from Society after verifying the related records and receipt for the payment of upto date dues to the Society be obtained.</p>	
<p>18. Since Central Registry u/s 20 of the SARFAESI Act has been created and Notification No.F-56/5/2007-BO-11 dated 31<sup>st</sup> March 2011 has been issued, inspection of records of central register through the website of the Central Registry shall also be made by the advocate concerned and the same shall be stated in the opinion.</p>	<p>All the records of Central Register have been duly verified.</p>

**CERTIFICATE**

I hereby certify that I have personally visited the Office of Registrar / Sub-Registrar / Revenue Authorities and also search the records of Central Registry created under Section 20 of the SARFAESI Act, 2002 and personally searched and verified the information furnished in this report. I have compared the following Sale Deeds given to me with the copy available in the Office of Sub-Registrar and have found that both are tallying with each other:



- i) Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03851-2012, CD No.BRZD369 on 29/08/2012, wherein the Vendor sold to the Purchaser the said Plot No.D-24 admeasuring an area of 308 sq.mtrs.
- ii) Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03876-2012, CD No.BRZD369 on 30/08/2012 wherein the Vendor sold to the Purchaser the said Plot No.D-25 admeasuring an area of 296 sq.mtrs.
- iii) Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03875-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold to the Purchaser the said plot No.D-26 admeasuring an area of 312 sq.mtrs.
- iv) Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in



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Book-1 Document, Registration No.BRZ-BK1-03877-2012, CD No.BRZD369 on 30/08/2012 wherein the Vendor sold to the Purchaser the said plot No.D-27 admeasuring an area of 314 sq.mtrs.

- v) Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03880-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold to the Purchaser the Said Plot No.D-28, admeasuring an area of 329.80 sq.mtrs.
- vi) Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03872-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold to the Purchaser the said plot No.D-29, admeasuring an area of 336.60 sq.mtrs.
- vii) Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03882-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold the said Plot No.D-30, admeasuring an area of 355.10 sq.mtrs.



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viii) Photocopy of the Deed of Sale dated 20/12/2012, executed between Mr.Rahul Khetrapal as the 'Vendor' and Ava Land Holdings ; M/s B.D. Constructions Pvt. Ltd.; and High Class Builders Pvt. Ltd. as the 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-00048-2013, CD No.BRZD419 on 07/01/2013, wherein the Vendor sold to the Purchaser the said Plot No.D-23, admeasuring an area 296 sq.mtrs.

**I also certify that the title deeds in respect of the captioned properties are genuine, original and properly executed.** The statement and other information given in the report are correct and true. I certify that M/s Ava Land Holdings, M/s B. D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd. have got a valid, clear, absolute and marketable title over Plot Nos. D-23 – D- 30 shown herein above. **If the original Title documents referred herein above at Serial Nos. (i) to (viii) are deposited by the Owners/Purchasers in the respective Deeds of Sale with intention to create equitable mortgage, the same will satisfy the requirements of creation of equitable mortgage.** Bank shall obtain the necessary Resolutions/ Authorizations in support of the documentation for loan including the deposit of the original title deeds with the Bank / Branch for creation of equitable mortgage:

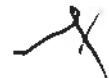
**The following documents in original shall be obtained at the time of creation of equitable mortgage.**

- i. Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of

- Bardez in Book-1 Document, Registration No.BRZ-BK1-03851-2012, CD No.BRZD369 on 29/08/2012, wherein the Vendor sold to the Purchaser the said Plot No.D-24 admeasuring an area of 308 sq.mtrs.
- ii. Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03876-2012, CD No.BRZD369 on 30/08/2012 wherein the Vendor sold to the Purchaser the said Plot No.D-25 admeasuring an area of 296 sq.mtrs.
- iii. Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03875-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold to the Purchaser the said plot No.D-26 admeasuring an area of 312 sq.mtrs.
- iv. Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03877-

2012, CD No.BRZD369 on 30/08/2012 wherein the Vendor sold to the Purchaser the said plot No.D-27 admeasuring an area of 314 sq.mtrs.

- v. Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03880-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold to the Purchaser the Said Plot No.D-28, admeasuring an area of 329.80 sq.mtrs.
- vi. Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03872-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold to the Purchaser the said plot No.D-29, admeasuring an area of 336.60 sq.mtrs.
- vii. Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03882-2012, CD



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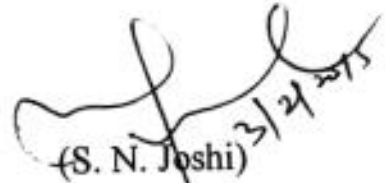
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No.BRZD369 on 30/08/2012, wherein the Vendor sold the said Plot No.D-30, admeasuring an area of 355.10 sq.mtrs.

viii. Photocopy of the Deed of Sale dated 20/12/2012, executed between Mr.Rahul Khetrapal as the 'Vendor' and Ava Land Holdings ; M/s B.D. Constructions Pvt. Ltd.; and High Class Builders Pvt. Ltd. as the 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-00048-2013, CD No.BRZD419 on 07/01/2013, wherein the Vendor sold to the Purchaser the said Plot No.D-23, admeasuring an area 296 sq.mtrs.

Hope present opinion will suffice your purpose.

With Regards

  
(S. N. Joshi) 3/2/2015

Signature of the Empanelled  
Advocate

Place: Panaji

Date: 03/02/2015

**Annexure A-2**

**Chain of Title Deed**

**Note:** All the documents marked as common documents are common to all the Plots namely Plot Nos. D-15 to D-22, D-23 to D-30, D-31 to D-37, D-38 to D-41 and E-16 to E-22.


- i. Photocopy of the Certificate of Incorporation under No.38947 of 1986 dated 14<sup>th</sup> February 1986 of B. D. Constructions Private Limited, issued by the Registrar of Companies, Maharashtra. *(Common document)*.
- ii. Photocopy of the Deed of Sale dated 26/02/1990, executed between (1) Confraria of the Chapel of Our Lady of Livramento of Sangolda, Bardez-Goa, as the 'Vendor' and M/s Cisco Group, as the 'Confirming Party' and M/s Gopal Builders, as the 'Purchasers', registered in the Office of the Sub-Registrar of Ilhas, under No.1573/93, Book I, Vol.No.114, dated 15/12/93. *(Common document)*
- iii. Photocopy of Sanad for Conversion dated 11<sup>th</sup> May 1990 and 30<sup>th</sup> April 1990 issued by Armando Mascarenhas, Deputy Collector and SDO, Mapusa, Bardez Goa *(Common document)*
- iv. Photocopy of the Order under Ref.No.NPDA/P 6681/76/1990 dated 10<sup>th</sup> Aug., 1990, issued by the Northern Planning & Development Authority, Alto Porvorim, Bardez-Goa, for carrying out the sub-division of the land in respect to Survey No.52/1 of Pilerme Village, in



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favour of Confraria of the Chapel of Our Lady of Livramento of Sangolda, Bardez-Goa. (*Common document*)

- v. Photocopy of the Certificate of Incorporation under No.11-79100 of 1994 dated 20<sup>th</sup> June 1994 of High Class Builders Private Limited, issued by the Addl.Registrar of Companies, Maharashtra. (*Common document*)
- vi. Photocopy of the Deed of Gift dated 16/05/2008, executed between said Mr. Narottam J. Thakkar as 'Donor' and Mr. Gautam Narottam Thakkar as 'Donee', registered in the Office of the Sub-Registrar of Bardez at Mapusa, under No.2789 at pages 146 to 161 at Book No.I, Vol.No.2613 dated 19/05/2008. (*Common document*)
- vii. Photocopy of the Letter under Ref.No.VP/PM/F-1/2008-09/Final NOC/447 dated 06/06/2008, issued by the Village Panchayat of Pilerne-Marra, Bardez-Goa, in regard to the Final N.O.C granted for sub-division of Plot Nos.D1 to D41, E-9 to E-30, F-1 to F-6, G-1 to G-17 & H-1 to H-17 (phase II only), bearing Survey No.52/1, Alto-Pilerne, bardez-Goa along with the receipt towards payment of fees thereto. (*Common document*)
- viii. Photocopy of the Approved Plan showing sub-division of Plots D-1 to D-41, E-9 to E-30 , F-1 to F-6 and G-1 to G-17, H-1 to H-17 of S.No.52/1 (Part) of the Village of Alto-Pilerne, Bardez, Goa. (*Common document*)
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- ix. Photocopy of the Deed of Rectification Cum Gift dated 18/10/2010, registered in the Office of the Sub-Registrar of Bardez at Mapusa, Goa under Registration No.BRZ-BK1-03830-2010, CD number BRZD89 on 18/10/2010. *(Common document)*
- x. Photocopy of the Nil Certificate of Encumbrance on Property dated 19/03/2012 issued by the Office of the Sub-Registrar of Bardez in favour of Mr.Gautam Thakkar. Latest Nil Encumbrance Certificate has to be obtained. *(Common document)*
- xi. Photocopy of the Deed of Sale dated 07/08/2012, executed Mr.Gautam Narottam Thakkar, as the 'Vendor' and Mr.Rahul Khetrapal, as the 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03556-2012, CD Number BRZD360 dated 09/08/2012, wherein the Vendor sold to the Purchaser the said Plot No.D-23 admeasuring an area of 296 sq.mtrs.
- xii. Photocopy of the Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03851-2012, CD No.BRZD369 on 29/08/2012, wherein the Vendor sold to the Purchaser the said Plot No.D-24 admeasuring an area of 308 sq.mtrs.





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- xiii. Photocopy of the Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03876-2012, CD No.BRZD369 on 30/08/2012 wherein the Vendor sold to the Purchaser the said Plot No.D-25 admeasuring an area of 296 sq.mtrs.
- xiv. Photocopy of the Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03875-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold to the Purchaser the said plot No.D-26 admeasuring an area of 312 sq.mtrs.
- xv. Photocopy of the Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03877-2012, CD No.BRZD369 on 30/08/2012 wherein the Vendor sold to the Purchaser the said plot No.D-27 admeasuring an area of 314 sq.mtrs.



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- xvi. Photocopy of the Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03880-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold to the Purchaser the Said Plot No.D-28, admeasuring an area of 329.80 sq.mtrs.
- xvii. Photocopy of the Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03872-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold to the Purchaser the said plot No.D-29, admeasuring an area of 336.60 sq.mtrs.
- xviii. Photocopy of the Deed of Sale dated 27/08/2012, executed between Mr.Gautam Narottam Thakkar, as the 'Vendor' and Ava Land Holdings; M/s. B.D. Constructions Pvt. Ltd. and High Class Builders Pvt. Ltd as 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-03882-2012, CD No.BRZD369 on 30/08/2012, wherein the Vendor sold the said Plot No.D-30, admeasuring an area of 355.10 sq.mtrs.
- xix. Photocopy of the Deed of Sale dated 20/12/2012, executed between Mr.Rahul Khetrapal as the 'Vendor' and Ava Land Holdings ; M/s

- B.D. Constructions Pvt. Ltd.; and High Class Builders Pvt. Ltd. as the 'Purchaser', registered in the Office of the Sub-Registrar of Bardez in Book-1 Document, Registration No.BRZ-BK1-00048-2013, CD No.BRZD419 on 07/01/2013, wherein the Vendor sold to the Purchaser the said Plot No.D-23, admeasuring an area 296 sq.mtrs.
- xx. Photocopy of the Deed of Partnership dated 14/08/2012, executed between 1) B.D. Constructions Private Limited 2) High Class Builders Pvt. Ltd. 3) Mr.Vinod Kumar Aggarwal 4) Mr. Aashish V. Aggarwal, for constitution of a Partnership Firm 'M/s Ava Land Holdings' along with the certificate of Registration thereto. (*Common document*).
- xxi. Photocopy of the Construction License No. VP/PM/F-45/Amalg./Bldgs/Com-Wall/2012-13/2001 dt.06/03/2013, issued by the Office of the Village Panchayat of Pilerne-Marra, Bardez-Goa, thereby granting license in favour of Ava Land Holdings, for carrying out the Amalgamation of Plots, Residential Villas & Compound Wall in the property situated at Pilerne Village bearing Survey No.52/1, Plot Nos.D-23 to D-30.
- xxii. Photocopy of the Approved Site Plan showing proposed villas with compound wall in amalgamated Plots, Floor Plan for the proposed Villas with Compound Wall in amalgamated Plots, Site Plan showing individual plots as well as Plots after amalgamation and the Plan showing the Villas including the Floor Plan.



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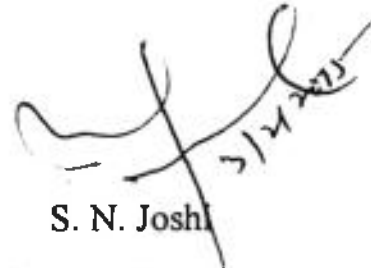
- Photocopy of the Deed of Partnership dated 21/02/2013, executed between Mr.Rahul Khetrapal, as 'the Party of the First Part'; Mr.Rajat Gulati, as 'the Party of the Second Part' and M/s Ava Land Holdings, as 'the Party of the Third Part'.
- xxiv. Photocopy of Form No. I &XIV in respect of Survey No. 52/1 of Village Pilerne, Taluka Bardez wherein the name of Gautam Narottam Thakkar is shown as a Co-occupant for an area of 30,641.65 sq. mts. (*Common document*).
- xxv. Final NOC for Sub-division of Plots bearing Survey No. 52/1, (II) Phase, Pilerne BARdez Goa along with Receipt for payment and the Site Plan showing final approval for sub-division. (*Common document*).
- xxvi. Photocopy of Power of Attorney dated 27/2/1991 by Akhtar Hassan Rizvi in favour of M/s Gopal Builders & Developers in support of assignment of rights, title and interest in favour of the said Firm attested before Adv. & Notary Public Suhas G. Thali under Registration No. 47/1991(*Common document*).
- xxvii. Photocopy of the Development Agreement dated 21/02/2013 executed between *M/s Ava Land Holdings*, as the 'Owner' and Urbania Developers consisting of Partners 1) Mr.Rahul Khetrapal; 2) Mr.Rajat Gulati and 3) M/s Ava Land Holdings, represented through its partner Mr.Ashish, all collectively represented by its Partner Mr.Rajat Gulati, as the 'Developers'.



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xxviii. Photocopy of the Compromised Terms dated 08/08/1996 in Execution Application No. 32/96/A between Cajetan A. S. Cordeiro V/s M/s Gopal Builders & Developers along with the Order passed thereon by Civil Judge Senior Division at Panaji as also NOC dated 01/07/2000 issued by Cajetan A. S. Cordeiro. (*Common document*)



S. N. Joshi

Signature of the Empanelled Advocate