



Advocates

To,

M/s. JAMBAVATI PROJECT REALTY FIVE LLP

having registered offices at First Floor 42A,

Impression House G. D. Ambekar Marg,

Wadala Mumbai 400031.

Kind Attn:

REPORT ON TITLE

All that property known as "MATHA MALIGHODYACHYA JAVALCHA SARVA", situated in the Village of Pernem, Goa, within the jurisdiction of the Village Panchayat of Pernem, Taluka and Registration Sub-District of Pernem, District of North Goa, State of Goa, registered in the Land registration Office of Bardez, Goa, under Description no. 17143 recorded at page 134 reverse of Book B-44(N) and enrolled in the Taluka Revenue Office of Bardez, Goa, under Matriz No. 3129 and is surveyed under Survey No. 269, Sub- Division No. 0, (Survey No. 269/0) of Village of Pernem, Pernem Taluka, Goa, totally admeasuring an area of 28,725 sq. mts.

The said property is presently bounded as follows:

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North: By the public road

South: By the properties bearing Survey Nos. 270/1, 254/1 and 25/1A;

East: By the properties bearing Survey Nos. 268/1-F, 268/1-D, 268/1-AU, 268/1-T, 268/1-Z, 268/1-U, 268/1-W, 268/1-AR, 268/1-AS, 268/1-BD, 254/2, and 254/1;

West: By the public road.

(hereinafter referred to as the “Said Property”).

1. **Documents perused:**

- a) Description Certificate bearing No. 17143 recorded at page 134 reverse of Book B-44(N) maintained in the Land registration Office of Bardez, Goa, along with the English Translation;
- b) Deed of Gift dated 17/04/1957 drawn before Camilo Manuel Antonio Henrique do Rosario e Souza, Notary Public of the Judicial Division of Bardez, Mapusa-Goa, recorded at pages 4reverse to 6 of Notarial Book No. 572 along with the English Translation;

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- c) Deed of Rectification dated 8/5/1969 duly registered with the Sub-Registrar of Pernem, Pernem-Goa, under No. 2853 recorded at pages 217 to 220 of Book I Volume 32 dated 07/07/1963 along with the English Translation;
- d) Judgment, Order and Decree dated 31/07/2000 passed by the Court of the IIInd Additional Civil Judge Senior Division at Mapusa, Goa, in Special Civil Suit No. 94/90/A/IISR;
- e) Oral Order dated 9/02/2001 passed by the Hon'ble High Court of Bombay at Goa, in First Appeal No. 12/2001,;
- f) Final Order dated 3/05/2001 passed by the Division Bench of the Hon'ble High Court of Bombay at Goa, in a Letters Patent Appeal No. 5/2001;
- g) Form III (Index of Lands), Form IX (entry dated 16/11/1971) and manual (handwritten) Survey Form I & XIV of the **Said Property**;
- h) Judgment, Order and Decree dated 22/12/2010 passed by the Court of the Civil Judge Senior Division "B" Court at Mapusa, Goa, in Special Civil Suit No. 43/2005/B;
- i) Deed of Sale dated 30/03/2016 duly registered with the Sub-Registrar of Pernem, Goa, under No. PNM-BK1-00285-2016 recorded in Book I Document, CD Number PNMD11 dated 21/04/2016;
- j) General Power of Attorney dated 28/05/1994 executed by Prabhakar Janardan Desai, Sharayu Sitaram Kshetramade, Shubhangi Suresh Kamat and Kunda

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- Bhalchandra Nadkarni, before Adv. K. S. Patil, Notary, Mumbai, in favour of Sudhir Janardhan Desai;
- k) General Power of Attorney dated 13/03/2004 executed by Usha Janardhan Desai before Adv. Ashok Pandya, Notary, Mumbai, in favour of Sudhir Janardhan Desai;
- l) General Power of Attorney dated 11/03/2004 executed by Suresh Upendra Kamat and Vijaylakshmi Sudhir Desai before Adv. Ashok Pandya, Notary, Mumbai, in favour of Sudhir Janardhan Desai;
- m) General Power of Attorney dated 23/03/2004 executed by Neeta Deepak Wagle, Milind Sitaram Kshetramade and Sujata Vinaykumar Sabnis before Adv. Ashok Pandya, Notary, Mumbai, in favour of Sudhir Janardhan Desai and
- n) General Power of Attorney dated 17/04/2004 executed by Deepak Chandrakant Wagle, Deepashri Milind Kshetramade and Vinaykumar Madhukar Sabnis before Adv. Ashok Pandya, Notary, Mumbai, in favour of Sudhir Janardhan Desai;
- o) Survey Form I & XIV dated 09/01/2024 of the **Said Property** in respect of the Mutation Entry No. 23923;
- p) Deed of Sale dated 18/12/2024, duly registered with the Sub-Registrar of Pernem, Pernem- Goa, under No. PNM-1-780-2024 dated 30/12/2024.

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- q) Survey Form I & XIV dated 17/01/2025 of the **Said Property** in respect of the Mutation Entry No. 38523;
- r) Survey Plan of the **Said Property**;
- s) Nil Encumbrance Certificate bearing No. NEC/3/2024/241 dated 04/11/2024, issued by the Civil Registrar cum Sub Registrar, Pernem;
- t) NOC dated 21/02/2025, issued by the office of the Dy Town and Country Planning Department, Pernem Taluka office, Pernem Goa bearing reference no. NOC/49(6)/TCP/PER/127/2025/354
- u) Deed of Ratification and Rectification dated 17/03/2025 duly registered with the Sub-Registrar of Pernem, Pernem-Goa, under No. PNM-1-138-2025 recorded in Book 1 Document dated 18/03/2025;
- v) General Power of Attorney dated 24/10/2024 executed before Adv. Vikesh K. Harmalkar, Notary, Mapusa, Goa, bearing Registration Serial No. 6396/2024, by Mrs. Sify Houda in favour of Mr. Sitaram Damodar Sina Desai;
- w) Certificate of Marriage bearing No. 1767 dated 17/06/2021 issued under the Special Marriage Act, 1954, by the Government of Maharashtra;
- x) Deed of Sale dated 18th March 2025, duly registered with the Sub-Registrar of Pernem, Pernem-Goa, under No. PNM-140-2025 recorded in Book 1 Document dated 18/03/2025;

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- y) Sanad bearing Ref No. CAD1PER04-24-27/1334 dated 07/04/2024 issued by the Additional Collector-I, North Goa District, Panaji-Goa;
- z) Survey Form I & XIV of the **Said Property** in respect of the Mutation No. 39150;
- aa) Recent Survey Forms I & XIV of the property bearing Survey No. 269/0 of Village Pernem;
- bb) Survey Plan of the property bearing Survey No. 269/1-A and the property bearing Survey No. 269/0 of Village Pernem;
- cc) Public Notice dated 05/02/2025 published in three local dailies i.e. The Navhind Times (English), O Heraldo (English) and Gomantak (Marathi) and the objection bearing Ref No. HO/MD/ADM/61/358 dated 11/02/2025 received from the Goa Urban Co-operative Bank Ltd., Mapusa Branch, Goa, in response to the said Public Notice;
- dd) Letter dated 17/03/2025 addressed by the Goa Urban Co-operative Bank Ltd., Panaji, Goa, to Sitaram Damodar Sinai Desai and
- ee) Certificate dated 17/04/2025 issued by Satyendra Kumar, Chartered Accountant, Mumbai

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2. Flow of Title:

On perusal of the photocopy, scanned copy or electronic copy, as the case may be, of documents mentioned in para 1 above, we observe as follows:

- i. There exists all that that property known as "**MATHA MALIGHODYACHYA JAVALCHA SARVA**", situated in the Village of Pernem, Goa, within the jurisdiction of the Village Panchayat of Pernem, Taluka and Registration Sub-District of Pernem, District of North Goa, State of Goa, registered in the Land registration Office of Bardez, Goa, under Description no. 17143 recorded at page 134 reverse of Book B-44(N) and enrolled in the Taluka Revenue Office of Bardez, Goa, under Matriz No. 3129 and is surveyed under Survey No. 269, Sub- Division No. 0, (Survey No. 269/0) of Village of Pernem, Pernem Taluka, Goa, totally admeasuring an area of 28,725 sq. mts. (hereinafter referred to as the **Said Property**).
- ii. Vide Deed of Gift dated 17/04/1957 drawn before Camilo Manuel Antonio Henrique do Rosario e Souza, Notary Public of the Judicial Division of Bardez, Mapusa-Goa, recorded at pages reverse to 6 of

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Notarial Book No. 572 it is observed that the **Said Property** originally belonged to Shri. Sitaram Ghanashyam Sinai Dessai alias Sitarama Ganaxama Sinai Dessai alias Sitaram Ghanashyam Shenvi Dessai.

- iii. It is further observed that Shri. Sitaram Ghanashyam Sinai Dessai alias Sitarama Ganaxama Sinai Dessai alias Sitaram Ghanashyam Shenvi Dessai in capacity of a widower, had gifted the **Said Property** to his two sons, namely:
- a. Shri. Damodar Sitaram Sinai Dessai alias Damodora Sitarama Sinai Dessai alias Damodar Sitaram Shenvi Desai (bachelor then) and
 - b. Shri. Purushottam Sitaram Sinai Dessai alias Purxotoma Sitarama Sinai Dessai alias Puurshottam Sitaram Shenvi Desai married to Tarabai also known as Ramabai Purushottam Sinai Dessai alias Ramabai Purxotoma Sinai Dessai.
- iv. It is also observed that vide the aforesaid gift, Sitaram Ghanashyam Sinai Dessai alias Sitarama Ganaxama Sinai Dessai gifted the **Said Property** out of his free disposable quota with the reservation of lifetime usufruct and subject to a condition that the **Said Property**

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gifted to the donees i.e. said Damodar Sitaram Sinai Dessai and said Purushottam Sitaram Sinai Dessai shall be further transmitted by Damodar Sitaram Sinai Dessai and said Purushottam Sitaram Sinai Dessai on their death to their male sons and in the event of any of them not having sons, the **Said Property** shall be transmitted to the male son or sons of one of the donees.

- v. Vide a Deed of Rectification dated 8/5/1969 duly registered with the Sub-Registrar of Pernem, Pernem-Goa, under No. 2853 recorded at pages 217 to 220 of Book | Volume 32 dated 07/07/1963, the aforesaid Deed of Gift dated 17/04/1957 was rectified whereby the aforesaid condition was rectified in the manner that the gifted properties shall be transmitted by the donees to the male issues without having any communion of assets with their wives.
- vi. It is further observed that the said Deed of Rectification was executed between Sitaram Ghanashyam Sinai Dessai alias Sitarama Ganaxama Sinai Dessai and Damodar Sitaram Sinai Dessai and said Purushottam Sitaram Sinai Dessai, wherein Ramabai Purxotoma

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Sinai Dessai wife of Purushottam Sitaram Sinai Dessai was also made a party to the said Deed of Rectification.

- vii. It is further observed that the Said Sitaram Ghanashyam Sinai Dessai expired on 29/07/1975 and upon his demise, the lifetime usufruct reserved by him in his favour of the gifted properties stood extinguished.
- viii. Damodar Sitaram Sinai Dessai was married to Jayantibai Damodar Sinai Dessai. Said Purushottam Sitaram Sinai Dessai and his wife, said Ramabai Purxotoma Sinai Dessai did not have any male issues and had two daughters, while a male issue was born to said Damodar Sitaram Sinai Dessai and his wife, Jayantibai Damodar Sinai Dessai on 5/09/1977, Sitaram Damodar Sinai Dessai alias Sitaram Damodar Sinai Desai (who was named after his grandfather).
- ix. And hence, in view of the aforesaid Deed of Gift dated 17/04/1957 and the Deed of Rectification dated 8/05/1969, the gifted properties which included the **Said Property**, devolved upon his grandson, said

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Sitaram Damodar Sinai Desai being the only son of Shri. Damodar Sitaram Sinai Dessai and said Jayantibai Damodar Sinai Dessai.

- x. Thereafter Purushottam Sitaram Sinai Dessai and his wife Ramabai Purxotoma Sinai Dessai filed a Special Civil Suit No. 94/90/A/ISR in the Court of the IIInd Additional Civil Judge Senior Division at Mapusa, Goa, against Damodar Sitaram Sinai Dessai, and his wife Jayantibai Damodar Sinai Dessai and their son, Sitaram Damodar Sinai Dessai, for a declaration of the condition of the aforesaid Deed of Gift dated 17/04/1957 and the Deed of Rectification dated 8/05/1969 be declared as ineffective and inoperative. It had been the main contention of said Purushottam Sitaram Sinai Dessai and said Ramabai Purxotoma Sinai Dessai that no male grandson was born or conceived at the time of the said Deed of Gift dated 17/04/1957 and the Deed of Rectification dated 8/05/1969 and that said Sitaram Damodar Sinai Dessai was born on 5/09/1977 and hence, in terms of law, he is debarred from having the properties under the said Deed of Gift dated 17/04/1957 and the Deed of Rectification dated 8/05/1969 and that the condition is ineffective, Purushottam Sitaram Sinai Dessai and Sitaram Damodar Sinai Dessai became, the absolute

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owners of the gifted properties which included the **Said Property** by virtue of the said Deed of Gift dated 17/04/1957 and the Deed of Rectification dated 8/05/1969.

- xi. Vide Judgment, Order and Decree dated 31/07/2000, the aforesaid Special Civil Suit No. 94/90/A/ISR, was dismissed by the Court of Ind Additional Civil Judge Senior Division at Mapusa, Goa. By virtue of the said Judgment, Order and Decree dated 31/07/2000 it was declared that the aforesaid Deed of Gift dated 17/04/1957 and the Deed of Rectification dated 8/05/1969 is effective and operative and in furtherance of the said Deeds, said Sitaram Damodar Sinai Dessai had acquired the gifted properties and that Purushottam Sitaram Sinai Dessai and said Damodar Sitaram Sinai Dessai were merely fiduciary heirs or substituted heirs upon whom an obligation was cast by the donor to maintain the gifted properties for transmission to a person designated by the donor which in this was his grandson, said Sitaram Damodar Sinai Dessai and it was further held that the said suit was barred by limitation.

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- xii. Further an appeal was preferred against Order and Decree dated 31/07/2000 by Purushottam Sitaram Sinai Dessai and his wife Ramabai Purxotoma Sinai Dessai before the Hon'ble High Court of Bombay at Goa, by an appeal bearing First Appeal No. 12/2001, which appeal was also dismissed by an Oral Order dated 9/02/2001 thereby upholding the said Judgment, Order and Decree dated 31/07/2000.
- xiii. The aforesaid Order dated 9/02/2001 passed by the Hon'ble High Court was further challenged by said Purushottam Sitaram Sinai Dessai and said Ramabai Purxotoma Sinai Dessai before the Division Bench of the Hon'ble High Court of Bombay at Goa, in a Letters Patent Appeal No. 5/2001, which appeal was also dismissed vide final Order dated 3/05/2001. The said Order had attained finality for want of appeal.
- xiv. In view of the aforesaid Judgment, Order and Decree dated 31/07/2000, aforesaid Oral Order dated 9/02/2001 and the Final Order dated 3/05/2001, Sitaram Damodar Sinai Dessai was declared as the rightful owner of the properties which included the **Said Property**

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gifted to him by his late grandfather by way of the aforesaid Deed of Gift dated 17/04/1957 and the Deed of Rectification dated 8/05/1969.

xv. Upon promulgation of survey under the Goa Land Revenue Code, 1968, in respect of Village Pernem, in the year, 1972, it is observed that the names of said Sitaram Ghanashyam Sinai. Dessai and one Janardan Vishnu Sinai Desai came to be recorded in the Occupants Column of the Manual (handwritten) Form I & XIV of the **Said Property**. The names of said Sitaram Ghanashyam Sinai Dessai and said Janardhan Vishnu Shenvi Desai figured as occupants right from inception of the survey under the Goa Land Revenue Code, 1968, in respect of Village Pernem i.e. Form III (Index of Lands) and Form IX (entry dated 16/11/1971).

xvi. It is further observed that Janardhan Vishnu Shenvi Desai expired on 1/09/1988 leaving behind his widow, said Laxmibai Janardan Desai and their following children as their universal heirs:

- a) Prabhakar Janardan Desai (son) married to Usha Prabhakar Janardhan Desai;
- b) Sudhir Janardan Desai (son) married to Vijaylaxmi Sudhir Desai;
- c) Sharayu Sitaram Kshetramade (daughter) married to Sitaram

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Kshetramade, the latter having expired leaving behind his widow, Sharayu Sitaram Kshetramade as his half sharer and their five children, namely:

- (i) Milind Sitaram Kshetramade married to Deepashri Milind Kshetramade and their daughter,
- (ii) Neeta Deepak Wangle married to Deepak Chandrakant Wagle and
- (iii) Sujata Vinaykumar Sabnis married to Vinaykumar Madhukar Sabnis, as his universal heirs;
- (iv) Shubhangi Suresh Kamat (daughter) married to Suresh Upendra Kamat and
- (v) Kunda Bhalchandra Nadkarni (daughter).

xvii. Vide Special Civil Suit No. 43/2005/B, It is further observed that Sitaram Damodar Sinai Desai filed a Special Civil Suit bearing No. 43/2005/B in the Court of the Civil Judge Senior Division at Mapusa, Goa, against said Laxmibai Janardhan Desai and the aforesaid heirs of late Janardhan Vishnu Shenvi Desai, seeking two reliefs: (a) to declare said Sitaram Damodar Sinai Dessai as the exclusive owner of the **Said Property** and to declare that the name of said Janardhan

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Vishnu Shenvi Desai recorded in the survey records of the **Said Property** was an erroneous entry.

xviii. Vide Special Civil Suit No. 43/2005/B, Laxmibai Janardhan Desai and the aforesaid heirs of late Janardhan Vishnu Shenvi Desai claimed to be the co-owners of the **Said Property** claiming half undivided right in the **Said Property** based upon the entry of said Janardhan Vishnu Shenvi Desai which figured in the survey records right since inception of survey in respect of Village Pernem which entry remained unchallenged till 2005 and that the other half belonged to said Sitaram Ghanashyam Shenvi Dessai.

xix. It is further observed that vide Judgment, Order and Decree dated 22/12/2010 passed by the Court of the Civil Judge Senior Division "B" Court at Mapusa the Special Civil Suit bearing No. 43/2005/B was dismissed and that said Sitaram Damodar Sinai Dessai and said Laxmibai Janardhan Desai were declared as co-owners of the **Said Property** in joint possession thereof.

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- xx. It is further observed that Sitaram Damodar Sinai Dessai preferred an appeal against the Judgment, Order and Decree dated 22/12/2010 before the Court of Adhoc District Judge- 1 and Assistant Sessions Judge, Mapusa-Goa and came to be registered as Regular Civil Appeal bearing No. 23/2011.
- xxi. In order to resolve the dispute, Sitaram Damodar Sinai Dessai withdrew the aforesaid Regular Civil Appeal No. 23/2011 and purchased the half undivided right in the **Said Property** as claimed by said Laxmibai Janardhan Desai and the aforesaid heirs of late Janardhan Vishnu Shenvi Desai, vide a Deed of Sale dated 30/03/2016 duly registered with the Sub-Registrar of Pernem, Goa, under No. PNM-BK1- 00285-2016 recorded in Book | Document, CD Number PNMD11 dated 21/04/2016. From the reading of the said Deed of Sale, it appears that the said heirs had exclusively acquired the ownership of the half undivided right in the **Said Property**.
- xxii. In the aforesaid Deed of Sale dated 30/03/2016, said Prabhakar Janardan Desai, said Usha Prabhakar Desai, said Vijaylakshmi Sudhir Desai, said Sharayu Sitaram Kshetramade, said Milind Sitaram Kshetramade, said Deepashri Milind Kshetramade, said

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Neeta Deepak Wagle, said Deepak Chandrakant Wagle, Sujata Vinaykumar Sabnis, said Vinaykumar Madhukar Sabnis, said Shubhangi Suresh Kamat, said Suresh Upendra Kamat and said Kunda Bhalchandra Nadkarni, have been represented by their duly constituted attorney, said Sudhir Janardhan Desai, authorized vide the following Power of Attorneys:

- a) General Power of Attorney dated 28/05/1994 executed by said Prabhakar Janardan Desai, said Sharayu Sitaram Kshetramade, said Shubhangi Suresh Kamat and said Kunda Bhalchandra Nadkarni, before Adv. K. S. Patil, Notary, Mumbai;
- b) General Power of Attorney dated 11/03/2004 executed by said Usha Janardhan Desai (the said Power of Attorney is dated 13/03/2004) before Adv. Ashok Pandya, Notary, Mumbai;
- c) General Power of Attorney dated 11/03/2004 executed by said Suresh Upendra Kamat and said Vijaylakshmi Sudhir Desai before Adv. Ashok Pandya, Notary, Mumbai;

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- d) General Power of Attorney dated 23/03/2004 executed by said Neeta Deepak Wagle, said Milind Sitaram Kshetramade and said Sujata Vinaykumar Sabnis before Adv. Ashok Pandya, Notary, Mumbai and
- e) General Power of Attorney dated 17/04/2004 executed by said Deepak Chandrakant Wagle, said Deepashri Milind Kshetramade and said Vinaykumar Madhukar Sabnis before Adv. Ashok Pandya, Notary, Mumbai.

The relevant clause pertaining to the execution of the aforesaid Deed of Sale dated 30/03/2016 is clauses (i) and (m) which is quoted below for reference. The **Said Property** is listed as one of the properties that belonged to the inheritance of said Janardhan Vishnu Shenvi Desai:

"(i). To sell, transfer, the said property or flats or premises constructed thereon and to enter into agreements for sale/Conveyance Deed, etc, in respect of the said property.

(m) To execute in our name and on our behalf any deed, documents, agreements, Conveyance and lodge the same for registration before the Sub-Registrar of Assurances or any other

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Authority and to admit execution of any agreements, Conveyance documents or papers, deeds, already executed by us or to be executed by us hereafter."

xxiii. In pursuance of the aforesaid Deed of Gift dated 17/04/1957 and the Deed of Rectification dated 8/05/1969 and the Deed of Sale dated 30/03/2016, the name of said Sitaram Damodar Sinai Dessai came to be mutated in the Survey Form I & XIV dated 09/01/2024 of the **Said Property** as an "occupant" under the Mutation No. 23923 by deleting the entries of said Sitaram Ghanashyam Shenvi Dessai and said Janardhan Vishnu Shenvi Desai from the Column of Occupant of the said Survey Form I & XIV of the **Said Property**.

xxiv. Vide Nil Encumbrance Certificate bearing No. NEC/3/2024/241 dated 04/11/2024, issued by the Civil Registrar cum Sub Registrar, Pernem, it appears that there were no encumbrances affecting the "**Said Property**" i.e., Survey no. 269/0, from 30/03/2016 to 1/11/2024 (i.e. for eight years) as per the searches made in Book I and the indexes relating thereto.

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xxv. Subsequently, vide a Deed of Sale dated 18/12/2024, duly registered with the Sub-Registrar of Pernem, Pernem- Goa, under No. PNM-1-780-2024 dated 30/12/2024, said Sitaram Damodar Sinai Dessai sold the **Said Property** to FABRIZIO INDUSTRIES PRIVATE LIMITED.

xxvi. Pursuant to the Deed of Sale dated 18/12/2024, the name of FABRIZIO INDUSTRIES PRIVATE LIMITED came to be mutated in the Form I & XIV dated 17/01/2025 of the **Said Property** as an "occupant" under the Mutation No. 38523 by deleting the entry of said Sitaram Damodar Sinai Dessai under the Mutation No. 23923 from the Column of Occupant of the said Survey Form I & XIV of the **Said Property**.

xxvii. A Public Notice dated 05/02/2025, was published in three local dailies i.e. The Navhind Times (English), O'Heraldo (English) and Gomantak (Marathi), inviting objections from the general public pertaining to the proposed sale of the **Said Property** by its erstwhile owner, FABRIZIO INDUSTRIES PRIVATE LIMITED and in response to the said public notice, an objection bearing Ref No. HO/MD/ADM/61/358 dated 11/02/2025 was received from the Goa Urban Co-operative Bank Ltd.,

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Mapusa Branch, Goa, stating that said Sitaram Damodar Sinai Desai had mortgaged half undivided right in the **Said Property** to the said Bank against the credit facility availed by FABRIZIO INDUSTRIES PRIVATE LIMITED and in pursuance of the same, the title deeds in respect of the **Said Property** have been deposited with the said Bank by said Sitaram Damodar Sinai Desai. Thereafter, the Goa Urban Co-operative Bank Ltd., Panaji, Goa, issued a letter releasing the **Said Property** and the title documents in respect of the **Said Property** to said Sitaram Damodar Sinai Desai for having cleared the dues/loan.

xxviii. It is further observed that Said Sitaram Damodar Sinai Dessai is married to Mrs. Sify Houda under the Special Marriage Act, 1954, on 17/06/2021. The same is evident from the Certificate of Marriage bearing No. 1767 dated 17/06/2021 issued under the Special Marriage Act, 1954, by the Government of Maharashtra.

It is further observed that the wife of Sitaram Damodar Sinai Dessai i.e. Sify Houda was not made party to the Deed of Sale 18/12/2024 at the time of the execution and registration of the aforesaid Deed of

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Sale dated 18/12/2024, she could not be made a consenting party to the said Deed of Sale though she had accorded her consent to the said execution and registration. Hence, a Deed of Ratification and Rectification came to be executed between Said Sitaram Damodar Sinai Dessai, the Vendor and said Sify Houda whereby it is observed that Sify Houda as the "Confirming Party" ratified the Principal Deed of Sale dated 18/12/2024 thereby confirming the absolute sale of the **Said Property** to the Purchaser. Vide a Deed of Ratification of Ratification dated 17/03/2025 rectified the said Principal Deed of Sale thereby correcting the errors pertaining to the description of the **Said Property** to the extent of the substituting the phrase "neither described in the Land Registration Office of Pernem nor enrolled in the Taluka Revenue Office but" in the said Principal Deed with the phrase registered in the Land registration Office of Bardez, Goa, under Description no. 17143 recorded at page 134 reverse of Book B-44(N) and enrolled in the Taluka Revenue Office of Bardez, Goa, under Matriz No. 3129". The said Deed is duly registered with the Sub-Registrar of Pernem, Pernem-Goa, under No. PNM-1-138-2025 recorded in Book 1 Document dated 18/03/2025. In the said Deed of Rectification, said Sify Houda was represented by her husband, said

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Sitaram Damodar Sinai Desai as her duly Constituted Attorney authorized vide the General Power of Attorney dated 24/10/2024 executed before Adv. Vikesh K. Harmalkar, Notary, Mapusa, Goa, bearing Registration Serial No. 6396/2024. The relevant clause in the said Power of Attorney relating to the execution of the said Deed of Ratification and Rectification is clause (6) which reads as follows: "*To rectify errors or mistakes and ratify acts, deeds and contracts by signing the respective Deeds of Rectification and Ratification and for the said purpose to execute and present the said Deeds before the Sub-Registrar and to admit the execution thereof.*"

xxix. Vide NOC dated 21/02/2025, issued by the office of the Dy Town and Country Planning Department, Pernem Taluka office, Pernem Goa bearing reference no. NOC/49(6)/TCP/PER/127/2025/354, the Dy Town Planner granted their NOC under Section 49(6) of the Goa, Daman and Diu, Town and Country Planning Act, 1974, to sell a plot of land admeasuring 19864 Sq. mts , delineated as "Plot 1" forming part of the **Said Property**. The said Plot 1 has been earmarked therein as "Settlement Zone" as per the Regional Plan for Goa, 2021.

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xxx. The said Plot 1 has been described to be bounded as follows;

On the North: By the existing public road (Proposed 25.00mts wide Major District Regional Plan road) and the properties bearing Survey Nos. 268/1 and 268/1-Y of Village Pernem;

On the South: By the remaining part of the property bearing Survey No. 269/0 of Village Pernem and the property bearing Survey No. 270/1 of Village Pernem;

On the East: by the remaining part of the property bearing Survey No. 269/0 of Village Pernem and the properties bearing Survey Nos. 268/1-F, 268/1-D, 268/1-AU, 268/1-T, 268/1-Z, 268/1-U, 268/1-W, 268/1-AR, 268/1-AS and 268/1-BD of Village Pernem and

On the West: By the existing public road and the property bearing Survey No. 270/1 of Village Pernem.

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xxxi. Vide Deed of Sale dated 18th March 2025, FABRIZIO INDUSTRIES PRIVATE LIMITED, sold the said Plot 1 admeasuring 19864 Sq. Mts. forming part of the **Said Property** to JAMBAVATI PROJECT REALTY FIVE LLP, duly registered with the Sub-Registrar of Pernem, Pernem-Goa, under PNM-140-2025 recorded in Book 1 Document dated 18/03/2025.

xxxii. Pursuant to the aforesaid purchase of the aforesaid Plots 1 of the **Said Property**, the name of Jambavati Project Realty Five LLP came to mutated as "occupants" in the Column of Occupant of the Survey Form I & XIV of the **Said Property** under the Mutation Nos. 39151, by deleting the entry of FABRIZIO INDUSTRIES PRIVATE LIMITED recorded therein under the Mutation No. 38523.

xxxiii. And the name of "Jambavati Project Realty Five LLP" is duly found recorded as an "Occupant" in the recent Survey Form I & XIV of the property bearing Survey No. 269/0 (269/1) {said Plot 1 admeasuring 19864 Sq. Mts.} of Village Pernem under the Mutation No. 39150.

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xxxiv. Subsequent to the aforesaid partition, the property bearing Survey No. 269/1-A (said Plot 2 admeasuring 8861 Sq. Mts.) of Village Pernem, is bounded as follows:

On the North: By the property bearing Survey No. 269/0 of Village Pernem and by a 8.00 mts. wide existing road and by the property bearing Survey No. 268/1-BD of Village Pernem;

On the South: By the properties bearing Survey Nos. 270/1, 254/1 and 253/1-A of Village Pernem;

On the East: By the properties bearing Survey Nos. 254/1 and 254/2 of Village Pernem and

On the West: By the property bearing Survey No. 269/0 of Village Pernem and the property bearing Survey No. 270/1 of Village Pernem.

And the property bearing Survey No. 269/0 (said Plot 1 admeasuring 19864 Sq. Mts. is bounded as follows:

On the North: By the existing public road (Proposed 25.00mts wide Major District Regional Plan road) and the

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properties bearing Survey Nos. 268/1 and 268/1-Y
of Village Pernem;

On the South: By the property bearing Survey No. 269/1-A of
Village Pernem and the property bearing Survey
No. 270/1 of Village Pernem;

On the East: by the property bearing Survey No. 269/1-A of
Village Pernem and the properties bearing Survey
Nos. 268/1-F, 268/1-D, 268/1-AU, 268/1-T, 268/1-
Z, 268/1-U, 268/1-W, 268/1-AR, 268/1-AS and
268/1-BD of Village Pernem and

On the West: By the existing public road and the property
bearing Survey No. 270/1 of Village Pernem.

xxxv. Further, we have been provided with a Certificate issued by Satyendra
Kumar, Chartered Accountant, Mumbai that there are no proceedings
pending against FABRIZIO INDUSTRIES PRIVATE LIMITED, under
the Income Tax Act, 1961 and there are no dues or other sums
payable by FABRIZIO INDUSTRIES PRIVATE LIMITED under the

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Income Tax Act, 1961. The said certificate was issued in relation to the transfer of the **Said Property** by FABRIZIO INDUSTRIES PRIVATE LIMITED.

3. **Form I and XIV /Revenue Records of Survey No. 269 Sub Division 0 of Pernem Village Pernem Taluka:**

1. In the Form III (Index of Lands) the names of Sitaram Ghanashyam Sinai. Dessai and one Janardan Vishnu Sinai Desai were appearing.
2. Vide Form IX (entry dated 16/11/1971) the names of Sitaram Ghanashyam Sinai. Dessai and one Janardan Vishnu Sinai Desai were appearing.
3. Vide Manual Form I and XIV the names of Sitaram Ghanashyam Sinai. Dessai and one Janardan Vishnu Sinai Desai were recorded as Occupants
4. Vide the Mutation Entry No. 23923 the name of said Sitaram Damodar Sinai Dessai came to be mutated in the Survey Form I & XIV of the **Said Property** as an "occupant" by deleting the entries of said Sitaram

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- Ghanashyam Shenvi Dessai and said Janardhan Vishnu Shenvi Desai from the Occupants Column of the Form I & XIV of the **Said Property**.
5. Vide the Mutation Entry No. 38523 the name of FABRIZIO INDUSTRIES PRIVATE LIMITED came to be mutated in the Form I & XIV of the **Said Property** as an "occupant" in the Column of Occupant of the Survey Form I & XIV of the **Said Property** by deleting the entry of said Sitaram Damodar Sinai Dessai under the Mutation No. 23923 from the said Column;
6. Vide the Mutation Entry Nos. 39151, the name of Jambavati Project Realty Five LLP came to mutated as "occupants" respectively in the Column of Occupant of the Survey Form I & XIV of the **Said Property** by deleting the entry of FABRIZIO INDUSTRIES PRIVATE LIMITED recorded therein under the Mutation No. 38523.
7. The name of "Jambavati Project Realty Five LLP" is duly found recorded as an "Occupant" in the recent Survey Form I & XIV of the property bearing Survey No. 269/0 (269/1) {said Plot 1 admeasuring 19864 Sq. Mts.} of Village Pernem under the Mutation No. 39150.

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4. **Permissions and Approvals:**

1. Vide Land use zoning Information bearing Ref No. PERIZON/422/PER/TCP/2024/1995 dated 13/11/2024 issued by the Deputy Town Planner, Office of the Deputy Town Planner, Town and Country Planning Department, Taluka Revenue Office Pernem, Pernem-Goa, the **Said Property** has been earmarked as "Settlement Zone with 100 F.A.R M2 and affected by 25.00 mts. wide (MDR) right of way towards the northern sides of the plot" as per the Regional Plan for Goa, 2021 and
2. Vide Sanad bearing Ref No. CAD1PER04-24-27/1334 dated 07/04/2024 issued by the Additional Collector-I, North Goa District, Panaji-Goa, permission has been granted to use the **Said Property** which includes the aforesaid plots, Plot 1 and Plot 2 of the **Said Property**, for residential purpose with 100 F.A.R.

5. **Qualifications/ Verifications:**

- (i) We have not carried out any independent searches, unless otherwise specifically mentioned herein.
- (ii) We have perused through the aforementioned documents as mentioned in clause 1.

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6. **Conclusion**

In view of what is stated herein above, the title of **JAMBAVATI PROJECT REALTY FIVE LLP** in respect of the “Said Property” are clear and marketable, and a valid and enforceable mortgage / charge / security interest can be created over the “Said Property”.

7. **General:**

- (i) This Report on Title merely certifies the matters expressly dealt with in the report. The Report on Title does not consider or certify any other questions not expressly answered in the report.
- (ii) This Report on Title is issued solely on the basis of the documents that have been furnished to date, as specifically mentioned in this Report on Title, and we are under no obligation to update this Report on Title with any information, replies or documents we receive after this date.
- (iii) Save as specifically stated in this Report on Title, we have not inspected or reviewed the original documents in respect of the “Said Property”.

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- (iv) We have not been furnished with any plans or photocopies of plans including as annexures to any documents except as specifically mentioned in this Report on Title.
- (v) We have not verified the market value of the property involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
- (vi) In accordance with our scope of work and our qualifications:
 - a) We have not visited the site on which the **"Said Property"** is situated.
 - b) We have not independently verified the area or boundaries of the **"Said Property"**. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the **"Said Property"**, as we have found them in various documents.

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- c) We also do not express our opinion on matters related to actual physical use of the **“Said Property”**.
- d) We do not express an opinion relating to plan permissions, approvals or development potential of the **“Said Property”**.
- (vii) We express no view about the user, reservations or FAR of the **“Said Property”**.
- (viii) Save as otherwise stated in this Report on Title, we express no view with respect to any structures standing on the **“Said Property”**.
- (ix) Unless specifically stated herein, we have not independently validated the taxes / cess / duties / charges payable in respect of the **“Said Property”** and make no comment with respect to these and our comments in regard to these are based solely on documents that have been furnished to us.
- (x) Save as otherwise stated in this Report on Title, we have not issued any further public notice to invite claims from the public at large in respect of

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the title to the **“Said Property”**.

- (xi) We have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the Property. Our comments relating to such dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.
- (xii) For the purpose of this Report on Title, we have assumed:
 - a) the legal capacity of all-natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
 - b) that the persons executing documents have the necessary authority to execute them;
 - c) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;

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- d) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;
- e) that there have been no amendments or changes to the documents we have examined;
- f) that all prior documents have been adequately stamped and duly registered;
- g) that each document binds the parties intended to be bound by it;
- h) that the photocopies furnished to us are accurate photocopies of originals;
- i) that all translations of documents furnished to us are complete and accurate;
- j) the accuracy and completeness of all the factual statements and representations made in the documents;
- k) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;
- l) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Report on Title are correct and otherwise genuine; and
- m) that the mutation entries and other revenue records, which are

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not available do not have any adverse effect on the title of the
"Said Property";

- (xiii) For the purposes of this Report on Title, we have relied upon:
 - a) Photocopies / typed copy of documents where original documents were not available as mentioned in clause 1.
 - b) Photocopies of Property Register Cards furnished to us.
- (xiv) For the purpose of this Report on Title, we have relied upon information relating to lineage as available in the revenue records and as provided by you.
- (xv) For the purpose of this Report on Title, we have relied on information regarding the factual position furnished.
- (xvi) A certificate, determination, notification, opinion or the like furnished by any professional will not be binding on an Indian court or any arbitrator or judicial or regulatory body, which would have to be independently



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satisfied, despite any provision to the contrary in such a document.

(xvii) Even though this document is titled "Report on Title", it is in fact an opinion based on the documents we have reviewed. This Report on Title has been furnished at the request of the client to whom it is addressed.

(xviii) This Report on Title is limited to matters related to Indian law alone (as on the date of this Report on Title) and we express no opinion on laws of any other jurisdiction.

8. This Report on Title is addressed to **JAMBAVATI PROJECT REALTY FIVE LLP**. This Report on Title may not be furnished, quoted or relied on by any person or entity other than **JAMBAVATI PROJECT REALTY FIVE LLP**, for any purpose without our prior written consent. It may however be disclosed or furnished by **JAMBAVATI PROJECT REALTY FIVE LLP**, as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.

9. Our liability relating to the services provided in connection with the preparation of this opinion on title shall not exceed fifty percent (50%) of the professional

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fees paid by **JAMBAVATI PROJECT REALTY FIVE LLP**, for these services.

In no event shall we be liable for any consequential, special, incidental or punitive loss, damage or expense, even if we have been advised of the possibility of such loss, damage or expense

Dated this 06/06/2025.

M/s. JRD Legal.

Managing Partner

Ms. Sujai Joshi

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