

June 24, 2014

To,  
The Senior Branch Manager,  
Union Bank of India,  
Ponda Branch

Sub: Title Verification & Search Report in respect of two properties one being admeasuring 1635 sq. mtrs., bearing Survey No. 3/1 of Village Adcolna and other being admeasuring 2750 sq. mtrs., bearing Survey No. 3/2 of Village Adcolna, both forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa.

TITLE SEARCH REPORT & OPINION

The present Title Verification & Search Report and Opinion in respect two properties one being admeasuring 1635 sq. mtrs., bearing Survey No. 3/1 of Village Adcolna (hereinafter for the sake of brevity is referred to as "FIRST PROPERTY") and other being admeasuring 2750 sq. mtrs., bearing Survey No. 3/2 of Village Adcolna (hereinafter for the sake of brevity is referred to as "SECOND PROPERTY"), both forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, belonging to Shri Keshavnath Shantaram Naik and his wife Smt. Kavita Keshavnath Naik respectively, both residents of House No. 324/4, Ravalnath Nagar, Colim, Ilhas, Goa, is tendered at the instance of the Bank, for the purpose of ascertaining title & marketability of



Office : S-14, 2nd Floor, Wing No. 3,  
Kurtarkar Commercial Arcade, Ponda, Goa- 403 401  
Phone: (0832) 2315114  
E-mail : vivek71\_mauzekar@rediffmail.com

the said properties for proposed project approval of M/s. Civilco Engineers & Associates, a partnership firm with office at Shop No. 1, Shree Saish Co-operative Housing Society, near Savitri Hall, Haveli, Curti, Ponda, Goa.

Following documents are furnished for the purpose of present Title Search Report & Opinion in respect of said FIRST & SECOND PROPERTY.

1. Deed of Sale dated 07/03/2005.
2. Deed of Sale dated 29/09/2009.
3. Deed of Succession dated 27/04/2005.
4. Deed of Succession dated 17/06/1985.
5. Power of Attorney dated 18/02/2005.
6. Survey Form I & XIV of Survey No. 3/1 and 3/2 of Village Adcolna of Ponda Taluka.
7. Deed of Partnership dated 04/05/2010.
8. Agreement for Construction & Sale dated 11/02/2011.
9. Power of Attorney dated 31/03/2011.
10. Permission dated 10/06/2011 and 28/12/2011 issued by Town & Country Planning Department, Ponda.
11. Construction Licence dated 07/09/2011 and 28/09/2012 issued by Village Panchayat of Bhoma-Adcolana.
12. Final Order dated 16/11/1961 passed in Inventory bearing No. 219/1954 instituted before the Court of Comarca at Bicholim.
13. Will dated 22/04/1993.





## 14. Deed of Ratification dated 16/06/2014.

I have carefully scrutinized the aforementioned documents furnished to me and having made necessary search in the Office of Registration and survey records for the purpose mentioned hereinabove, have to opine on the said documents for the purpose of Title Verification & Search Report and Opinion in the requisite format on the subject as under:

1. Name and address of the Branch to whom the title report is given.

Union Bank of India, Ponda Branch, situated at Kaziwada, Ponda, Goa.

2. Name of the Account and details of the Borrower.

New Loan account of M/S. Civilco Engineers & Associates, a partnership business unit, with office at Shop No. 1, Shree Saish Co-operative Housing Society, near Savitri Hall, Haveli, Curti, Ponda, Goa.

3. Full Description of property.

a) All that two distinct landed properties, of which one being admeasuring 1635 sq. mtrs., bearing Survey No. 3/1 of Village Adcolna (FIRST PROPERTY) and other being admeasuring 2750 sq. mtrs., bearing Survey No. 3/2 of Village Adcolna (SECOND PROPERTY), both forming part of the bigger property known as "KOSME BETULBHAT" alias



“KOSME”, situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, said respective properties being bounded as under:

FIRST PROPERTY

On the East : By the part of the same property surveyed under No. 3/1 comprising an area of 240 sq. mtrs. acquired by the Government for road widening.

On the West : By the property surveyed under No. 4 of Village Adcolna.

On the North : By the limits of Village Tivrem.

On the South : By the property surveyed under No. 3/2 of Village Adcolna.

SECOND PROPERTY

On the East : By a public road.

On the West : Partly by the property surveyed under No. 3/3 and partly by the property surveyed under No. 4 of Village Adcolna.

On the North : By the property surveyed under No. 3/1 and partly by the property surveyed under No. 4 Village Adcolna.

On the South : Partly by a public road and partly by the property surveyed under No. 3/3.



b) Number/Identification details as per building map/plan.

Same as mentioned at Item No.3 (a) above.

c) Extent of Property.

Same as mentioned at Item No.3 (a) above.

d) Nature of ownership.

FIRST & SECOND PROPERTY described above is held by said Shri Keshavnath Shantaram Naik and Smt. Kavita Keshavnath Naik respectively on ownership basis by virtue of Deed of Sale dated 29/09/2009 and 07/03/2005 executed as mentioned herein below.

4. Tracing of title.

a) From the document of Deed of Sale dated 29/09/2009, it is apparent that said Shri Keshavnath Naik became entitled to said FIRST PROPERTY by virtue of Deed of Sale dated 29/09/2009, duly registered before the Office of Sub-Registrar of Ponda under No. 1903 at pages 41 to 60 of Book 1, volume 1501 on 22/10/2009 executed by one Smt. Gauri Govind Prabhu Kholkar & 9 others, being the predecessors in title in respect of the FIRST PROPERTY.

b) From the document of Deed of Sale dated 07/03/2005, it is apparent that said Smt. Kavita Keshavnath Naik became entitled to said SECOND PROPERTY by virtue of Deed of Sale dated 07/03/2005, duly registered before the Office of Sub-Registrar of Ponda under No. 538 at pages 323 to





331 of Book 1, volume 818 on 07/04/2005 executed by one Shri Surendra Shridhar Prabhu Kholkar, in his state as bachelor, being the predecessors in title in respect of the SECOND PROPERTY.

Said Deed of Sale dated 07/03/2005 is executed pursuant to Power of Attorney dated 18/02/2005 executed before Notary Smt. Vidya A. Shet at Vasco-da-Gama and registered in her books under No. 9856/05.

In the context of the Deed of Sale dated 07/03/2005, it is found that the said property bearing Survey No. 3/2 is surveyed in the Record of Rights prepared in the year 1970-71 in the name of Shri Surendra S. P. Kholkar i.e Vendor in the said Deed, being the elderly member from the family of Shridhar and Premavati Kholkar.

From the document of Inventory bearing No. 219/1954 instituted before the Court of Comarca at Bicholim, upon the death of Shridhar Fondu Kholkar and the Final Order dated 16/11/1961 passed therein, said SECOND PROPERTY listed at Item No. 10 came to be allotted to Premavati Shridhar Kholkar, widow of said Shridhar Fondu Kholkar.

Said Premavati having bequeathed said property to her son Prakash Shridhar Kholkar, in terms of Will dated 22/04/1993, drawn at pages 48 to 54 of Book of Wills No. 33 before Notary Public Ex-Officio of Mormugao and the inheritance being opened, said Prakash became entitled to the SECOND PROPERTY.

But, said SECOND PROPERTY being surveyed in the record of Rights in the name of Shri Surendra S. P. Kholkar i.e .the elder brother of



said Prakash and giving respect to the sentiments of mother expressed in the said Will towards said elder brother, said Prakash executed said Deed of Sale dated 07/03/2005 in the name of his said elder brother and acted as attorney for his said brother in the said Deed of Sale dated 07/03/2005. Therefore, consent of said Prakash is evident from the fact of execution of said Deed.

Having opined so, considering document of Inventory and Will mentioned above, it was requirement of law that said Shri Prakash Shridhar Prabhu Kholkar and his wife ratifies Deed of Sale dated 07/03/2005 and the same has been found complied by execution of Deed of Ratification dated 16/06/2014 duly presented for registration before the Office of Sub-Registrar of Ponda under No. 1395/14 on 16/06/2014.

c) Having verified the records from the Office of Registration, it is revealed that said FIRST PROPERTY earlier belonged to one Shri Jairam Govinda Kholkar, who having expired in status of being bachelor, Deed of Succession came to be executed on 17/06/1985 drawn at page 81 onwards of the Register Book No. 620 in the Office of the Notary Ex-Office of Comarca Ilhas, Panaji, Goa, under which his brother late Shri Srinivassa Porobo Colcar was qualified as his sole and universal heir.

d) Further, as revealed upon search made in the Office of Registration, said Shri Srinivassa Porobo Colcar and his son viz; Shri Madusudan Porobo Colcar also having expired, a Deed of Succession dated 27/04/2005 came to





be drawn in the Judicial Division of Ilhas, at Panaji, in the Office of the Notary Ex-Officio, Panaji, Goa, duly registered in Book of Deeds No. 686 at pages 5-V onwards, whereby one Smt. Gauri Govind Prabhu Kholkar & 9 others, were qualified to be the sole and universal heirs of the said deceased Shri Srinivassa Probo Colcar and Madusudan Srinivassa Porobo Colcar.

Reference to this fact can be found in the Deed of Sale dated 29/09/2009.

Said property bearing Survey No. 3/1 is surveyed in the record of Rights prepared in the year 1970-71 in the name of Jairam Govind Kholkar, one of the elderly member from Kholkar family, who expired on 15/03/1977.

Document of Deed of Succession dated 17/06/1985 (referred in Deed of Sale dated 29/09/2009) and the annexures thereto clearly refer to the fact that said Jairam Govind Kholkar and his brother Vishvanata Govind Kholkar, both expired in the state of being bachelors and their brother Srinivasa Govind Kholkar was qualified to be sole universal heir to succeed to the estate.

Death Certificate of said Jairam Kholkar and Vishwanath Kholkar mention name of Govind Kholkar being their father. So also, Birth Certificate of Srinivasa Govind Kholkar make mention to one Jaganata Kholkar being their grandfather.

Devolution of the said property upon demise of said Jairam Govind Kholkar has been mentioned in Deed of Sale dated 29/09/2009 executed in favour of Keshavnath Shantaram Naik.





- e) Survey Form I & XIV of the said FIRST & SECOND PROPERTY placed before me indicate that the names of said Shri Keshavnath Naik and Smt. Kavita Keshavnath Naik have been duly mutated in the survey records supporting the title of said owners, said respective properties being earlier stood mutated in the name of said Jairam Govind Kholkar and Surendra Shridhar Kholkar.
- f) Thus, from the antecedents of title narrated above, said FIRST & SECOND PROPERTY mentioned hereinabove are legally possessed, owned and entitled by said Shri Keshavnath Naik and Smt. Kavita Keshavnath Naik respectively.
- g) In the circumstances above, construction of building comprising Row Duplex Villas, residential flats and shops in FIRST PROPERTY and Duplex Villas and residential flats in SECOND PROPERTY as proposed in terms of Agreement for Construction & Sale dated 11/02/2011 duly executed before the Sub-Registrar of Ponda and registered under No. 444 at pages 122 to 188 Book No. I Vol.1793 on 09/03/2011, entered into with the said owners subject to consideration to be paid to them as stipulated in the said Agreement, is fully justified in the eyes of law.
- h) To give effect to the said Agreement for Construction & Sale dated 11/02/2011, said owners have also executed said Power of Attorney dated



31/03/2011 duly executed before Notary Shri Shrikant B. Parab at Ponda and registered in his Books under No. 720 on 31/03/2011, in favour of one Shri Gous Mohammed Shiraguppi, being partner of said M/S. CIVILCO ENGINEERS & ASSOCIATES, to do and execute all acts, deeds and things, on behalf and in the name of the said owners and to sell the constructed premises, subject to consideration to be paid to the said owners as stipulated in the said Agreement .

i) Subsequently, said M/S. CIVILCO ENGINEERS & ASSOCIATES has also obtained permission for undertaking proposed construction in the FIRST PROPERTY and SECOND PROPERTY respectively from the Town & Country Planning Department, Ponda in terms of Letter under No. TPP/Const/BA/3/2/11/1484 dated 28/12/2011 and TPP/CONST/CUM/3/11/1629 dated 10/06/2011 and has also obtained Construction Licence from Village Panchayat of Bhoma-Adcolana bearing Licence No. VPBA/PF/2012-2013/908 dated 28/09/2012 and VPBA/PF3/2011-2012/1243 dated 07/09/2011 respectively.

j) In the light of above documents, said M/S. CIVILCO ENGINEERS & ASSOCIATES, a Partnership firm, formed in terms of Deed of Partnership dated 04/05/2010, duly executed before Notary Shri Datta A. Gaonkar at Ponda and registered in his Books under No. 1518/10 on 02/05/2010, is legally entitled to undertake proposed construction of building comprising





Row Duplex Villas and residential flats in the FIRST PROPERTY and SECOND PROPERTY forming subject matter of present title report.

5. Title deeds/documents details under which ownership is acquired.

- a) Deed of Sale dated 29/09/2009.
- b) Deed of Sale dated 07/03/2005.
- c) Deed of Ratification dated 16/06/2014.
- d) Agreement for Construction & Sale dated 11/02/2011.
- e) Power of Attorney dated 31/03/2011.

Other intermittent documents required for undertaking construction in the said FIRST PROPERTY and SECOND PROPERTY viz; conversion sanad, approved plan, construction licence etc. supporting marketability of the said FIRST PROPERTY and SECOND PROPERTY are already mentioned in Item No. 4 above.

6. List of encumbrances.

No encumbrances are attached to the said FIRST PROPERTY and SECOND PROPERTY as found upon search made in the Office of Registration.

7. View on encumbrance.

Not Applicable.



8. Regulatory Issues.

Not Applicable.

9. Views on regulatory hurdles.

Not Applicable.

10. List of documents/deeds provided to the Advocate and perused by him.

- i) Deed of Sale dated 07/03/2005.
- ii) Deed of Sale dated 29/09/2009.
- iii) Deed of Succession dated 27/04/2005.
- iv) Deed of Succession dated 17/06/1985.
- v) Power of Attorney dated 18/02/2005.
- vi) Survey Form I & XIV of Survey No. 3/1 and 3/2 of Village Adcolna of Ponda Taluka.
- vii) Deed of Partnership dated 04/05/2010.
- viii) Agreement for Construction & Sale dated 11/02/2011.
- ix) Power of Attorney dated 31/03/2011.
- x) Permission dated 10/06/2011 and 28/12/2011 issued by Town & Country Planning Department, Ponda.
- xi) Construction Licence dated 07/09/2011 and 28/09/2012 issued by Village Panchayat of Bhoma-Adcolana.
- xii) Final Order dated 16/11/1961 passed in Inventory bearing No. 219/1954 instituted before the Court of Comarca at Bicholim.
- xiii) Will dated 22/04/1993.
- xiv) Deed of Ratification dated 16/06/2014.





11. List of documents found out, while examining the deeds as above and in the search in the offices or registrar/revenue authorities affecting the property and examined.

Originals of document at Item No.10 (i), (ii), (vii), (viii) & (ix) are examined and the same are verified from the Office of Sub-Registrar. Photo copies of other documents are examined and verified from concerned offices/court.

12. List of further documents called for, examined and perused.

Further documents are not required in the circumstances of the present case for Title Report for ascertaining the marketability of title of said Shri Keshavnath Shantaram Naik and his wife Smt. Kavita Keshavnath Naik in respect of the said FIRST PROPERTY and SECOND PROPERTY and consequently that of M/s. Civilco Engineers & Associates.

13. Whether the documents examined are duly stamped as per the Stamp Act.

Document at Item No.10 (i) to (iv), (vii) to (ix), (xiii) & (xiv) for which stamping is required, has been duly stamped as per the Stamp Act.

14. Whether the Registration endorsements are in order.

Document at Item No. 10 (i) to (iv), (vii) to (ix), (xiii) & (xiv) on which registration endorsement is required, has been duly endorsed.



SECOND PROPERTY can be lawfully mortgaged in favour of the bank for the housing loan which may be availed by any prospective purchasers of such premises and there shall be nothing prejudicial against the said Owners, said Developer and the prospective Purchaser of any such premises and the Bank and any such premises constructed in the said FIRST PROPERTY and SECOND PROPERTY can be considered a valid and marketable security for the bank.

17. List of documents to be deposited for creating the mortgage by deposit of title deeds.
- a) For creating Equitable Mortgage by deposit of title deed, original Agreement for Sale or Deed of Sale which shall be executed with any prospective buyer in respect of the premises to be constructed in FIRST PROPERTY and SECOND PROPERTY be taken in custody of the bank.
- b) No Objection Certificate in writing be obtained from said Developer. M/s. Civilco Engineers & Associates (acting for self as well as on behalf of said owners Shri Keshavnath Shantaram Naik and Smt.. Kavita Keshavnath Naik) for creating mortgage in favor of the bank of any premises to be constructed in said FIRST PROPERTY and SECOND PROPERTY.
- c) Needless to mention that all other documents viz; Declaration from any prospective Borrower (i.e. prospective purchaser of any such premises) and the documents which are required to be executed in the normal course of





sanctioning of loan and for creation of security by way of mortgage in favour of the Bank, are required to be executed by any such Borrower and his/her spouse as the case may be in connection with the proposed loan as a process for creation of valid security in favour of the bank.

18. Any other suggestion or Advise to protect the security interest of the Bank.

I am sure that the bank will execute Tripartite Agreement with said M/s. Civilco Engineers & Associates (acting for self as well as on behalf of said owners Shri Keshavnath Shantaram Naik and Smt.. Kavita Keshavnath Naik) and any prospective purchaser of the constructed premises being the Borrower of the Bank.



*Vivek V. S. Mauzekar*  
Vivek V. S. Mauzekar  
Advocate