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STATE GOVT. COUNSEL

Date: 02/05/2014.

CERTIFICATE OF TITLE

This Certificate of title is in respect of Flat No. S-3, admeasuring 76.50 sq. mts. of built up area (including the incidence of staircase), on the second floor in building no. A/3 of "SHARANG GARDENS", situated at Chimbel, Tiswadi, Goa to be purchased by Shri Fayyazahmad Mulla, r/o. Chimbel, Tiswadi, Goa.

DESCRIPTION OF THE PROPERTY:

The building no. A/3 of "SHARANG GARDENS" is constructed in undivided portion of land, admeasuring 1040 sq. mts. of the Plot 'B-1' and undivided portion, admeasuring 1275 sq. mts. of the Plot 'B-2' as mentioned below:-

Undivided portion, admeasuring 1040 sq. mts.

ON THE EAST : by part of the same property;
ON THE WEST : by existing building no. A;
ON THE NORTH : by the part of the same property and Mundkar houses;
ON THE SOUTH : by property bearing survey no. 52.

Undivided portion, admeasuring 1275 sq. mts.

ON THE EAST : by internal road and part of the same property;
ON THE WEST : by paddy fields;
ON THE NORTH : by the part of the same property;
ON THE SOUTH : by Plot No. B-1 with new survey no. 54/1-I of the same property.

Hereinafter called said undivided portion of lands.



The said undivided portion, admeasuring 1040 sq. mts. forms the part of the Plot 'B-1', admeasuring 5798 sq. mts. and is bounded as under:-

ON THE EAST : by Chimbél – Ribandar road;
ON THE WEST : by property bearing survey no. 51/1;
ON THE NORTH : by Plot 'B-2' of the said property;
ON THE SOUTH : by property bearing survey no. 53/3.

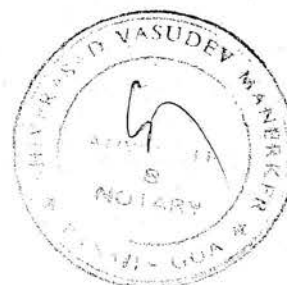
The said undivided portion, admeasuring 1275 sq. mts. forms the part of the land, admeasuring 5197 sq. mts. of the Plot 'B-2', admeasuring 5,197 sq. mts. and said Plot 'B-2', admeasuring 5,197 sq. mts. is bounded as under:-

ON THE EAST : by Chimbél – Ribandar Road;
ON THE WEST : by property bearing survey no. 52
ON THE NORTH : by Plot 'B-3' of the said property;
ON THE SOUTH : by Plot 'B-1' of the said property.

Hereinafter called said Plot 'B-1' & said Plot 'B-2'.

The said Plot 'B-1' & Plot 'B-2' forms the part of the property known as "GOULEM BATA", admeasuring 17392 sq. mts., together with structures thereon, situated at Chimbél, Tiswadi Taluka, within the Village Panchayat of Chimbél, District North Goa, State of Goa, described in the Land Registration Office of Ilhas under no. 15589 at page 63 overleaf of Book B-41 (new), enrolled in the Revenue Office under Matriz nos. 513 and 514, surveyed under no. 54/1(part) of Village Chimbél and bounded as under:-

ON THE EAST : by Chimbél-Ribandar road;



ON THE WEST : by the paddy field of Camilo Barbeiro of Chimbél, by the paddy field of the Goldsmith, Waman Shetye of Ponda and the paddy field of Comunidade of Chimbél;

ON THE NORTH : by Plot 'A' of the same property allotted and now belonging to Smt. Pramavati Tarcár;

ON THE SOUTH : by property bearing survey no. 52.

Hereinafter called said property.

I have examined the following documents which were handed over to me by Shri Fayyazahmad Mulla, Government Servant, resident of Chimbél, Tiswadi, Goa and the same are valid as per the prevailing laws:-

- i. Description no. 15589 at page 63 overleaf of Book B-41 (new) and Description no. 2811 at page 35 overleaf of Book B-8 (new) ; (photo copy).
- ii. Inscription no. 10822 at pages 95 of Book G-20 in the Land Registration Office of Ilhas; (photo copy).
- iii. Compromise Decree dated 23/01/1989 passed in Spl. Civil Suit no. 214/87 AD; (photo copy).
- iv. Judgement of the Court dt. 29/08/1936; (photo copy).
- v. Deed of Family Settlement and Partition dt. 08/01/1990; (photo copy).
- vi. Two Agreement, both dt. 26/10/1995; (photo copy).
- vii. Agreement dt. 24/06/1996; (photo copy).
- viii. Sanad dt. 04/06/1992 from Deputy Collector, Panaji; (photo copy).
- ix. Approval dt. 18/01/1996 and renewal dt. 15/07/2003 from Town and Country Planning, Panaji; (photo copy).



- x. Construction Licence dt. 19/03/1996 from Village Panchayat, Chimbel; (photo copy).
- xi. Occupancy Certificate dt. 05/08/2004 from Village Panchayat, Chimbel; (photo copy).
- xii. Agreement dt. 10/03/2004; (photo copy).
- xiii. Deed of Partnership dt. 05/02/2009; (photo copy).
- xiv. Deed of Sale dt. 27/10/2010; (photo copy).
- xv. Deed of Sale dt. 04/11/2010; (photo copy).
- xvi. Agreement for Development & Sale dt. 31/03/2011; (photo copy).
- xvii. Agreement for Development & Sale dt. 07/01/2013; (photo copy).
- xviii. Technical Clearance Order dt. 26/06/2012 from Town & Country Planning Department, Panaji; (photo copy).
- xix. Construction License dt. 30/08/2012 from Village Panchayat, Chimbel; (photo copy).
- xx. Agreement for Construction and Sale dt. 26/11/2013; (photo copy).
- xxi. NOC dt. 28/04/2014; (photo copy).

That upon the perusal of the aforesaid documents, I found that the said property "GOULEM BATA" at Chimbel, being 1/3rd still larger property, admeasuring 99131 sq. mts. originally described under no. 2811 at page 35 overleaf of Book B-8 (new), originally belonged Smt. Monocamabai Camotimim.

Said property was purchased by Shri Subraiv Camotim Tarcar and Shri Mucunda Camotim Tarcar in the Court Auction held by Judicial Division of Ilhas at Panaji, on 22/06/1936 in Mortgaged Execution Proceedings initiated against said Monocamabai Camotimim and others. The said purchase was confirmed by the Judgement of the Court dt. 29/08/1936.



Said property was inscribed under Inscription no. 10822 at pages 95 of Book G-20 since 17/03/1937 in the Land Registration Office of Ilhas in the names of said Subraiav Camotim Tarcar and said Mucunda Camotim Tarcar.

Upon the death of said Mucunda Camotim Tarcar, Inventory Proceedings were filed before Civil Court, Panaji by his widow Smt. Premavati alias Premabai Mucunda Camotim Tarcar and by Order dt. 21/12/1945 the half share in the said property was allotted to her.

Upon the death of Subraiav Camotim Tarcar, Inventario Orfanological No. 2692/950 were instituted before the Civil Judge Senior Division at Panaji by his widow and moiety holder Smt. Jaivanti Camotim Tarcar and his half share in the said property was allotted to his four sons, viz, namely Shrirang, Gajanan, Ramakant and Vassant as his legal heirs.

In the Compromise Decree dt. 23/01/1989 passed by the Civil Judge Senior Division at Panaji in Special Civil Suit No. 214/87/AD filed by said Premavati Camotim Tarcar against Shrirang Kamat Tarcar and others, the said property was divided into six plots: A, B, C, D, E and F and the Plots A, C and F (including one coconut godown in Plot C) were allotted to said Premavati. The Plots B, D and E (including an ancestral house and house having one flourmill in the Plot B) were allotted to said Shrirang Kamat Tarcar and others. The Court Decree was presented for registration on 29/12/1989 to the Sub Registrar, Panaji.

By Deed of Family Settlement and Partition dt. 08/01/1990 presented and ordered for registration under serial no. 48/90 on 02/02/1990 and duly registered with the Sub Registrar of Ilhas, the said Plot 'B', Plot 'D' & Plot 'E' were partitioned among



said Shrirang Subraya Kamat Tarcar and his wife Sunita S. K. Tarcar, said Gajanan S. K. Tarcar and his wife Sushma G. K. Tarcar, said Ramakant S. K. Tarcar and his son Rajesh R. K. Tarcar and said Vasant S. K. Tarcar and his wife Sucheta and in terms of which the Plot – 'B' was divided into plots 'B-1', 'B-2' and 'B-3' and Plot 'D' was allotted to said Shrirang Tarcar and wife, Plot 'B-1' was allotted to said Gajanan Tarcar and wife, Plot 'B-2' was allotted to said Vasant Tarcar and wife, Plot 'B-3' was allotted to said Ramakant Tarcar and his son Rajesh Tarcar and Plot 'E' was retained in common undivided ownership with one – fourth rights to each.

By Agreement dt. 26/10/1995, executed before Notary Wilfred A. F. Boadita under serial no. 10598/95 B dt. 28/12/1995, said Vasant S. K. Tarcar and his wife Sucheta V. K. Tarcar have agreed to sell said Plot 'B-2', admeasuring 5797 sq. mts. to M/s. Space Constructions Pvt. Ltd., a Pvt. Ltd. Company registered under Companies Act, 1956 for the development and consideration of buildings on terms and conditions set out therein.

By Agreement dt. 26/10/1995, executed before Notary Wilfred A. F. Boadita under serial no. 1353/96 dt. 22/02/1996, said Gajanan Subraya Kamat Tarcar and wife Sushma G. K. Tarcar agreed to sell said Plot 'B-1', admeasuring 5798 sq. mts. to M/s. Space Constructions Pvt. Ltd., a Pvt. Ltd. Company registered under Companies Act, 1956 for the development and consideration of buildings on terms and conditions set out therein.

By Agreement dt. 24/06/1996, executed before Notary Wilfred A. F. Boadita under serial no. 4604/96 dt. 09/07/1996, said M/s. Space Constructions Pvt. Ltd. handed over the said project of construction in said Plots 'B-1' and 'B-2' to M/s.



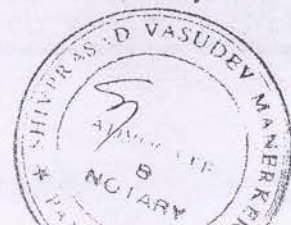
Budget Homes Pvt. Ltd., a Pvt. Ltd. Company duly registered under the Companies Act 1956.

Said M/s. Budget Homes Pvt. Ltd. developed portion of area of the said Plot 'B-2' by constructing and erecting a residential building thereon after obtaining approvals from the concerned authorities including Sanad vide No. CNV/TIS/19/91. dt. 04/06/1992 from Deputy Collector, Panaji, Approval vide No. TIS/678/CHI/96/59. dt. 18/01/1996 and renewal vide No. TIS/678/CHI-03/540. dt. 15/07/2003 from Town and Country Planning, Panaji, Construction Licence vide No. VP/CHIM/2/95-96/517. dt. 19/03/1996 from Village Panchayat, Chimbél and Occupancy Certificate vide its No. VP/CHIM/757/2004-2006 dt. 05/08/2004 from Village Panchayat, Chimbél.

By Agreement dt. 10/03/2004, executed before Notary Anant C. Pansheker under serial no. 459/AG/2007, said M/s. Budget Homes Pvt. Ltd. agreed to sell said Plot 'B-2' after excluding the area of 800 sq. mts. to M/s. Kudnekar Constructions, a Proprietorship Concern of Shri Rajan Vaman Kudnekar.

Shri Devendra K. Sardesai and Shri Umesh Rangswamy, formed Partnership under name and style M/s. Sharang Enterprises vide Deed of Partnership dt. 05/02/2009, executed before Notary J. S. Rebelo under serial no. 1402/09 dt. 09/02/2009.

By Deed of Sale dt. 27/10/2010, registered before Sub Registrar of Ilhas under Reg. No. PNJ-BK1-03207-2010 of CD No. PNJD3 dt. 04/11/2010, said Vasant S. K. Tarcar and his wife Sucheta V. K. Tarcar, as Vendors, said M/s. Budget Homes Pvt. Ltd., as First Confirming Party, said M/s. Space Constructions Pvt. Ltd., as Second Confirming Party, said M/s. Kudnekar Constructions, as Third Confirming Party sold



land, admeasuring 5197 sq. mts. along with the structures marked as 'B' 'C' and 'D' of the said Plot 'B-2' to M/s. Sharang Enterprises, a duly registered Partnership Firm.

By Deed of Sale dt. 04/11/2010, registered before Sub Registrar of Ilhas under Reg. No. PNJ-BK1-03204-2010 of CD No. PNJD3 dt. 04/11/2010, said Gajanan S. K. Tarcar and wife Sushma G. K. Tarcar, as Vendors, said M/s. Budget Homes Pvt. Ltd., as First Confirming Party, said M/s. Space Constructions Pvt. Ltd., as Second Confirming Party sold said Plot 'B-1' to M/s. Sharang Enterprises, a duly registered Partnership Firm.

By Agreement for Development & Sale dt. 31/03/2011, executed before Notary Ujwala T. Kouthankar under serial no. 76/AGR/2011, said M/s. Sharang Enterprises agreed to sell undivided portion of land, admeasuring 1200 sq. mts. along with building no. 2 under construction thereon with floor coverage area of 956.71 sq. mts. of said Plot 'B-1' and undivided portion of land, admeasuring 1040 sq. mts. along with building no. 1 under construction thereon with floor coverage area of 829 sq. mts., of said land, admeasuring 5197 sq. mts. of said Plot 'B-2' to M/s. Sharang, a Sole Proprietorship concern of Smt. Sharmila D. Sardessai.

By Agreement for Development & Sale dt. 07/01/2013, executed before Notary Ujwala T. Kouthankar under serial no. 3/AGR/2013, said M/s. Sharang Enterprises agreed to sell undivided portion of land, admeasuring 1040 sq. mts. identified as Plot -1 of said Plot B-1, and undivided portion of land, admeasuring 1275 sq. mts. as Plot - 2 of said Plot B-2 to M/s. Sharang, a Sole Proprietorship concern of Smt. Sharmila D. Sardessai for development, on terms and conditions set out therein.



Town & Country Planning Department, Panaji granted Technical Clearance Order vide its No. Tis/6549/CHI/TCP/12/635 dt. 26/06/2012 for construction of residential complex in said undivided portion of lands.

Village Panchayat, Chimbel granted Construction License vide its No. VP/CHIM/2012-2013/798 dt. 30/08/2012 for construction of residential building i.e. revised plan of building 'A1' and proposed 'A2', 'A3' in said undivided portion of lands.

Said M/s. Sharang named the building project in said in said undivided portion of lands as "SHARANG GARDENS".

By Agreement for Construction and Sale dt. 26/11/2013, registered before Sub Registrar of Ilhas under Reg. No. PNJ-BK1-03137-2013 of CD No. PNJD26 dt. 26/11/2013, said M/s. Sharang agreed to sell Flat No. S-3, admeasuring 76.50 sq. mts. of built up area (including the incidence of staircase), on the second floor in building no. A/3 of "SHARANG GARDENS", situated at Chimbel, Tiswadi, Goa to Shri Fayyazahmad Mulla, r/o. Chimbel, Tiswadi, Goa.

The Manager, Jadeed Urdu High School, Chimbel, Goa, has issued NOC vide its No. JUHS/13-14/5367 dt. 28/04/2014 in terms of Rule 18(2) of CCS (Conduct) Rules 1964 to said Fayyazahmad Mulla for the purchase of said flat.

NIL Encumbrance Certificate from Sub Registrar of Ilhas in respect of said flat is not produced.



I, ADV. S. V. MANERKER, STATE GOVT. COUNSEL, do hereby on scrutiny of the documents as mentioned earlier certify that said M/s. Sharang Enterprises holds absolute clear valid and marketable title to the said Plot 'B-1' and said land, admeasuring 5197 sq. mts. along with the structures marked as 'B' 'C' and 'D' of the said Plot 'B-2' and to enter into Agreement for Development & Sale dt. 31/03/2011 and Agreement for Development & Sale dt. 07/01/2013 with said M/s. Sharang to do the construction of building therein "SHARANG GARDENS" and therefore Agreement for Construction and Sale dt. 26/11/2013 with said Fayyazahmad Mulla in respect of said flat can create equitable mortgage for the security of loan.

The immovable property i.e. said flat proposed to be mortgaged by said Fayyazahmad Mulla for availing House Building advances shall have absolute, clear, valid and marketable title without any charge or any encumbrances and said Fayyazahmad Mulla and his wife incase married deposit the original from the list of documents at xx & xxi along with the NIL Encumbrance Certificate issued by Sub Registrar of Ilhas in respect of said flat with intention to create equitable mortgage will satisfy the requirements of creation of equitable mortgage.

I have issued this Certificate based on the above listed documents at the request of said Fayyazahmad Mulla.



(ADV. S. V. MANERKER)
STATE GOVT. COUNSEL