

Jose Henriques Da Costa

ADVOCATE B.Com., LL.B.

672, Near Goa State Co-op. Bank, Borda, Margao, Goa. Tel. 9822132053

Dated 16th July 2019

Title Investigation Report

Schedule of the property:

Plot B of the property surveyed under survey No.259/8 (Part), of Village Sancoale, Taluka Mormugao, within the limits of Village Panchayat of Sancoale, Taluka and Sub-District of Mormugao, District of South Goa, State of Goa, admeasuring an area of 1,815 square metres, which Plot B is carved out of the entire property known as "PAMPACHEM PAMPAULEM", admeasuring 19,950 square metres, surveyed under survey Nos.260/9 and 259/8, of Village Sancoale.

The portion of the property surveyed under No.260/9 is bounded as follows:-

On the East: By survey No.261/1 of Village Sancoale;
On the West: By survey No.260/8 of Village Sancoale;
On the North: By survey No.260/2 of Village Sancoale;
and



On the South: By road.

The portion of the property surveyed under No.259/8 is bounded as follows:-

On the East: By survey No.259/9 of Village Sancoale;
On the West: By survey No.259/7 of Village Sancoale;
On the North: By road; and
On the South: By survey No.250/11 of Village Sancoale.

Plot B is bounded as follows:-

**On the East: By survey No.259/9 of Village Sancoale;
On the West: By survey No.259/7 of Village Sancoale;
On the North: By Plot A belonging to M/s. Estilo Moderno Realty Private Limited; and
On the South: By Balance property of the Survey No 259/8 of Village Sancoale.**

I have been provided with the following documents:-

- (a) Land Registration Certificate of description and inscription of the property known as "PAMPACHEM PAMPAULEM" described under No.7145 and inscribed under No.42101;
- (b) Deed of Purchase and Sale with Discharge dated 13.1.1965;
- (c) Form I & XIV of the property surveyed under survey Nos.260/9 and 259/8, of Village Sancoale, Taluka Mormugao, Goa;



- (d) Survey Plan of the property under survey No.260/9 and 259/8, of Village Sancoale, Taluka Mormugao, Goa;
- (e) Deed dated 27.3.1967 executed by Ms. Sunil Ramcrisna Salgaocar, registered under No.666 at pages 187 to 206 of Book No.I, Volume No.27, before the Sub-Registrar of Mormugao, at Vasco da Gama, Goa;
- (f) Deed dated 15.3.1974 executed by Ms. Surekha Ramcrisna Salgaocar, registered under No.165 at pages 372 to 390 of Book No.I, Volume No.19, before the Sub-Registrar of Mormugao, at Vasco da Gama, Goa;
- (g) Deed dated 29.3.1976 executed by Ms. Sushima Ramcrisna Salgaocar alias Sushama Ramcrisna Salgaocar, registered under No.165 at pages 68 to 85 of Book No.I, Volume No.28, dated 11.6.1976;
- (h) Memorandum of Understanding of Family Settlement (MOU) dated 4.4.2000;
- (i) Deed of Sale dated 13.11.2015 executed by Mr. Dilip Ramkrishna Salgaocar and his wife Dr. Mrs. Pramod Dilip Salgaocar in favour of M/s. Estilo Moderno Realty Private Limited, registered in the Office of the Sub-Registrar of Mormugao, at Vasco da Gama, Goa under Registration No.MOR-BK1-01641-2015 CD Number MORD11 ON 13-11-2015;
- (j) Agreement for Sale dated 02/07/2019 executed by Mr. Dilip Ramkrishna Salgaocar and his wife Dr. Mrs. Pramod Dilip Salgaocar in favour of M/s. Estilo Moderno Realty Private Limited, registered in the Office of the Sub-

Registrar of Mormugao, at Vasco da Gama, Goa under Registration No.MOR—1-1347-2019 dated 04/07/2019.

(k) Conversion Sanad of Plot B dated 15/04/2019

(l) Development permission dated 23/03/2018

(m) Licence for Construction Dated 17/04/2019

Flow of Title:

The above described property "PAMPACHEM PAMPAULEM" is situated in Village Sancoale. It is described in the Land Registration Office under description No.7145 and is inscribed under No.42101 in favour of Jose Rosario Damaciano de Souza alias Jose Damasceno Rosario de Souza alias Jose Rosario Damasceno de Souza.

That the said entire property was purchased vide a Deed of Purchase and Sale with Discharge by Ramacrisna Madeva Salgaoncar in the capacity of Head of the Family/Karta (Maioral da sua sociedade familiar tacita) from Jose Reginaldo Ralino de Souza and his wife D. Annie a Porta de Souza, Assumpcao Baltazar Oscar de Souza and his wife D. Lene de Souza, and Erlico Tiburcio de Santa Filomena de Souza, bachelor, all residents of London and represented in the Deed by their Attorney Jose Rosario Damaciano de Souza alias Jose Damascino Rosario de Souza. The said Deed was executed on 13th January 1965 in the notarial office of Special Municipal



Court of Mormugao before interim escrivao notary Solicitor Babacier de Menezes and registered in the Book of Deeds at No.144 at folio 34 to 37 overleaf.

That on 27.3.1967 a Deed was executed by Ms. Sunil Ramcrisna Salgaocar, daughter of Ramcrisna Madeva Salgaocar, who was aged 20 years and by the said Deed released in favour of Ramcrisna Madeva Salgaocar, Prakash Ramcrisna Salgaocar, Dilip Ramcrisna Salgaocar and Anand Ramcrisna Salgaocar, the latter being minor of age was represented by his father and natural Guardian Ramcrisna Madeva Salgaocar, all coparceners of Hindu Undivided Family, and the said Deed also contained as Parties of the Third Part Ramcrisna Madeva Salgaocar, Prakash Ramcrisna Salgaocar, Dilip Ramcrisna Salgaocar, Ms. Sunil Ramcrisna Salgaocar as Trustees. The said Deed was registered under No.666 at pages 187 to 206 of Book I, Volume 27, before the Sub-Registrar of Mormugao.

That by the above referred Deed the said Ms. Sunil Ramcrisna Salgaocar who was one of the members of the Hindu Undivided Family of which Shri. Ramcrisna Madeva Salgaocar was the Karta, agreed with the members of the Hindu Undivided Family to make provisions for her as set out in the Deed and in return Ms. Sunil Ramcrisna Salgaocar agreed to accept such provisions in full discharge of and release and surrender of all her rights,



interest, claim or demands whether for maintenance, marriage expenses, education, up-bringing and otherwise on any account whatsoever in, to, or, upon the said Hindu Undivided Family and in, to, or, upon all properties, movable and immovable, belonging to the said Hindu Undivided Family.

That by virtue of the same Deed a trust was formed named Sunil Trust and the members of the Hindu Undivided Family handed over to the trust the Trust Fund

That on 15.3.1974 a Deed was executed by Ms. Surekha Ramcrisna Salgaocar, daughter of Ramcrisna Madeva Salgaocar, who was aged 18 years and by the said Deed released in favour of Ramcrisna Madeva Salgaocar, Prakash Ramcrisna Salgaocar, Dilip Ramcrisna Salgaocar and Anand Ramcrisna Salgaocar, all coparceners of Hindu Undivided Family, and the said Deed also contained as Parties of the Third Part Ramcrisna Madeva Salgaocar, Prakash Ramcrisna Salgaocar, Dilip Ramcrisna Salgaocar, Ms. Surekha Ramcrisna Salgaocar as Trustees. The said Deed was registered under No.122 at pages 372 to 390 of Book I, Volume 19, before the Sub-Registrar of Mormugao.

That by the above referred Deed the said Ms. Surekha Ramcrisna Salgaocar who was one of the members of the Hindu Undivided Family of which Shri. Ramcrisna Madeva

Salgaocar was the Karta, agreed with the members of the Hindu Undivided Family to make provisions for her as set out in the Deed and in return Ms. Surekha Ramcrisna Salgaocar agreed to accept such provisions in full discharge of and release and surrender of all her rights, interest, claim or demands whether for maintenance, marriage expenses, education, up-bringing and otherwise on any account whatsoever in, to, or, upon the said Hindu Undivided Family and in, to, or, upon all properties, movable and immovable, belonging to the said Hindu Undivided Family.

That by virtue of the same Deed a trust was formed named Surekha Trust and the members of the Hindu Undivided Family handed over to the trust the Trust Fund.

That on 29.3.1976 a Deed was executed by Ms. Sushima Ramcrisna Salgaocar alias Sushama Ramcrisna Salgaocar, daughter of Ramcrisna Madeva Salgaocar, who was aged 19 years and by the said Deed released in favour of Ramcrisna Madeva Salgaocar, Prakash Ramcrisna Salgaocar, Dilip Ramcrisna Salgaocar and Anand Ramcrisna Salgaocar, all coparceners of Hindu Undivided Family, and the said Deed also contained as Parties of the Third Part Ramcrisna Madeva Salgaocar, Prakash Ramcrisna Salgaocar, Dilip Ramcrisna Salgaocar, Ms. Sushima Ramcrisna Salgaocar alias Sushama Ramcrisna Salgaocar as Trustees. The said

Deed was registered under No.165 at pages 68 to 85 of Book I, Volume 28, dated 11.6.1976, before the Sub-Registrar of Mormugao.

That by the above referred Deed the said Ms. Sushima Ramcrisna Salgaocar alias Sushama Ramcrisna Salgaocar who was one of the members of the Hindu Undivided Family of which Shri. Ramcrisna Madeva Salgaocar was the Karta, agreed with the members of the Hindu Undivided Family to make provisions for her as set out in the Deed and in return Ms. Sushima Ramcrisna Salgaocar alias Sushama Ramcrisna Salgaocar agreed to accept such provisions in full discharge of and release and surrender of all her rights, interest, claim or demands whether for maintenance, marriage expenses, education, up-bringing and otherwise on any account whatsoever in, to, or, upon the said Hindu Undivided Family and in, to, or, upon all properties, movable and immovable, belonging to the said Hindu Undivided Family.

That by virtue of the same Deed a trust was formed named Sushama Trust and the members of the Hindu Undivided Family handed over to the trust the Trust Fund.

That on 4.4.2000 a Memorandum of Understanding of Family Settlement (MOU) was executed between Ramkrishn Madeva Salgaocar as the First Party and Prakash Ramkrishna Salgaocar, Dilip Ramkrishna

Salgaocar, Anand Ramkrishna Salgaocar, Mrs. Sunil Somnath Prabhu Dessai, Mrs. Surekha Gautam Herekar and Mrs. Sushama Prakash Kuncolienkar as the Second Parties. By the said MOU of Family Settlement the assets of Ramkrishna Madeva Salgaocar HUF (I), Ramkrishna Madeva Salgaocar HUF (II) and Ramkrishna Madeva Salgaocar HUF (III) were divided upon the death of Mrs. Radhabai Ramkrishna Salgaocar who was the member of the said three HUF's.

That by the said Memorandum of Understanding of Family Settlement dated 4.4.2000 the scheduled property along with some other properties came to be allotted to Dilip Ramkrishna Salgaocar.

That thereafter vide a Deed of Sale dated 13th November 2015, registered in the Office of the Sub-Registrar of Mormugao at Vasco da Gama under Registration Number MOR-BKI-01641-2015 CD Number MORD11 on 13-11-2015 Mr. Dilip Ramkrishna Salgaocar and his wife Dr. Mrs. Pramod Dilip Salgaocar sold the scheduled property being Plot A of the property surveyed under survey No.259/8 (Part), of Village Sancoale, Taluka Mormugao, admeasuring 3,024 square metres described hereinabove to M/s. Estilo Moderno Realty Private Limited, a Company registered under the Companies Act 1956, with its registered office at Tivim Industrial Estate, Karaswada, Mapusa, Bardez, Goa.

On perusal of Form I & XIV of survey No.259/8, of Village Sancoale it is seen that mutation entry has been carried out and the name of M/s. Estilo Moderno Realty Private Limited appears in the Occupant's column of said survey No.259/8, of Village Sancoale, Taluka Mormugao.

That in view of the above referred Sale Deed, M/s. Estilo Moderno Realty Private Limited came to be the owners in possession of the Plot A.

Thereafter vide Agreement for Sale dated 02/07/2019 executed by Mr. Dilip Ramkrishna Salgaocar and his wife Dr. Mrs. Pramod Dilip Salgaocar in favour of M/s. Estilo Moderno Realty Private Limited, registered in the Office of the Sub-Registrar of Mormugao, at Vasco da Gama, Goa under Registration No.MOR—1-1347-2019 dated 04/07/2019 Plot B has been agreed to be sold to M/s Estilo Moderno Realty Private Limited on the conditions set therein.

Opinion:

That from the documents seen by me listed above, I am of the opinion that M/s. Estilo Moderno Realty Private Limited has got subsisting right in Plot B described in the Schedule herein above and by virtue of the Agreement for

Sale dated 02/07/2019 can develop Plot B i.e. (Scheduled property)

I further opine that that M/s. Estilo Moderno Realty Private Limited will have a clear and marketable title to the same after executing the Sale Deed of the Plot B,

I further Opine that by virtue of the Agreement for Sale dated 02/07/2019, M/s. Estilo Moderno Realty Private Limited can develop the said Plot B as all permissions have been obtained by them

That the development can start only after RERA registration

This report is given at the request of M/s. Estilo Moderno Realty Private Limited.


Advocate