

**TOWN & COUNTRY PLANNING DEPARTMENT**  
**Government of Goa**

**LANDUSE/ZONING INFORMATION**

04/01/2008

Ref. No. Inward No. 78

Dated: 04/01/08.

The Land use/zoning of the property bearing Sy.No. 462/1 Sub-Div. No. -- Plot No. -- of Tivim village of Bardez Taluka admeasuring 1791 M2 is as follows:

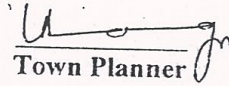
As per the revision carried out to the Regional Plan for Bardez 2001 A.D., the plot falls in Settlement zone as conveyed by the Chief Town Planner vide letter No. RP/442/TCP/03/3946 dated 14/10/03.

This information is issued based on the application received from Mrs. Mangala Chandrakant Pandit dated 4/1/08 to be read with note given below:

This information is valid only for six months from the date of issue of this letter or revision of the respective plan, whichever is earlier.

Processing fees Rs.500/= paid vide Challan No. 86 dated 07/01/08.

Ref No 1/TCP/20N/TIV/462/1/08/228  
Office of the Senior Town Planner  
District Level Office,  
Town & Country Planning Dept  
Govt. of Goa,  
Mapusa - Goa.  
Dated: 21/1/08

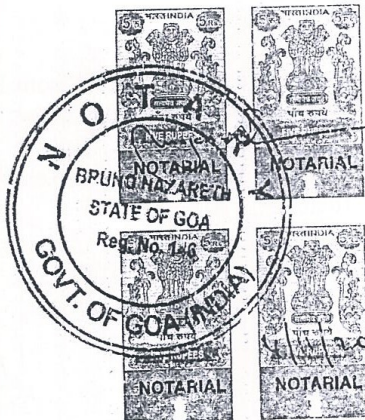
  
Town Planner  
Signature with Seal

To,  
Mrs. Mangala Chandrakant Pandit,  
Mapusa H.No. 96, Ansabhat,  
Bardez Goa.

**Note:** The landuse/zone information provided is as per Regional Plan/ODP/Zoning Plan in force as on date of issue of the above information and shall not be construed as NOC in any form for undertaking any development including construction, sub-division, etc.

Further any development shall be subject to provisions of Tenancy Act, Land use Regulation Act, Forest Conservation Act, Highways Act, Ancient Monuments and Archeological Sites and Remains Act. (State and Central), EIA notification issued by MOEF, Coastal Regulation Zone, including section 17A of the TCP Act.





**TRUE COPY**

Certified that this document is a true copy  
of the original document which is a...

*Land use / Zoning Information*

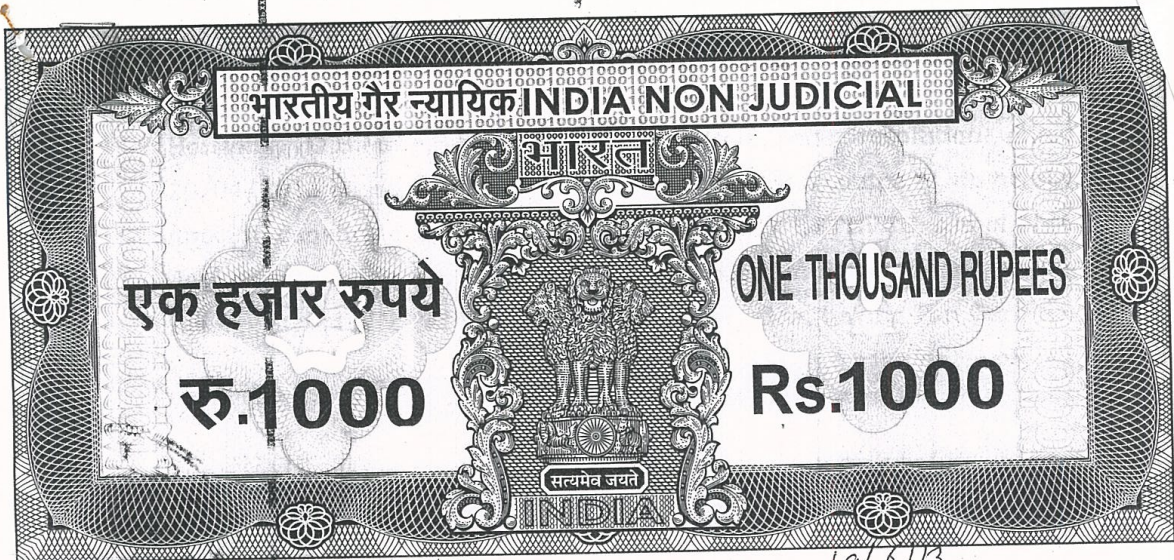
Place & Date. *Margao - Goa 4/11/2010*

Reg. No.

*2033/2010*

*Bruno Nazareth*  
BRUNO NAZARETH  
ADVOCATE & NOTARY  
STATE OF GOA - INDIA





गोवा GOA

5291. Place of Vendor: Panaji. Date of issue: 10/6/13.

225563

Val: 1000 LPDL

Name of the purchaser: LPDL

Residing at: LPDL

As there is no stamp, the value of Rs. 1000 is attached along with.

*Phar*  
Mangala N. Karapurkar  
License No AC/STP/VEN/747/99



### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, SHRI. PRAKASH JALAN, son of Shri. Surajmal Jalan, 47 years of age, married, Indian National, resident of B-33, F-1/S-1, Milroc Ribandar Retreat, Ribandar, Goa, Director of M/s Linc Property Developers Limited, a company registered under the companies Act, 1956, having its registered office at A2/2, New

*Prakash*



Horizons, D.B.Marg, Miramar, Panaji, Goa, vide resolution dated 30/04/2013 passed by the Board of Directors of the company, do hereby appoint, constitute and nominate **SHRI. ALBERT ESTEVES**, son of Shri. Jose Salvador Esteves, 46 years of age, married, Indian National, having his registered office at Vollan Engrove Mercedes, Goa, having Pan Card No. AAFPE7995M, Goa, as our true and lawful attorney, to act for us on our behalf to do all or any of the following acts, deeds and things concerning the said plot more particularly described in the schedule hereinbelow mentioned.




WHEREAS the company has agreed to sell the said property mentioned herebelow to **SHRI. ALBERT ESTEVES**, son of Shri. Jose Salvador Esteves, 46 years of age, married, Indian National, having its registered office at Vollan Engrove Mercedes, Goa, having Pan Card No. AAFPE7995M, and as due to my business work I remain out of the station most of the times, it becomes difficult to go about with the Government procedures, and hence I nominate **SHRI. ALBERT ESTEVES** to do all the acts, deeds and things mentioned herebelow at his own risk and responsibility.

- 1) To deal and correspond with the concerned Village Panchayat or Municipal Council and all its Department and offices or any other authority or authorities in connection with or relating to or concerning the said plot and in particular the following:-
  - (a) To apply for and obtain sanction of the plans to be sanctioned, with such alterations, additions as may be required.
  - (b) To apply and obtain permissions and licences from competent authorities for construction, to produce documents, plans, Maps and any other papers and to renew such permission and/or licences.
  - (c) To apply for and obtain the occupancy certificate in respect of the proposed construction of Unit/building/Row Houses/Villas.
  - (d) To deal with the assessment department of the village Panchayat and/or concerned Municipal Council and to dispose off and deal with all the matters in connection with the assessment of the said plot.
  - (e) For the plot mentioned hereinabove, to sign all applications, papers, affidavits, undertakings, terms and conditions as

*Signature*



may from time to time be thought necessary or as may be required by the concerned authorities.

- 
- 2) To deal and correspond with the, forest department, town and country planning department, electricity Department, PWD or any other bodies or authorities for obtaining electric connection for and/or in respect of the Construction of the proposed complex on the said plot and for that purpose to sign all letters, applications, undertakings, terms and conditions and other papers as may from time to time be thought necessary or as may be required by the authorities concerned.
  - 3) To sign any NOC of the banks or financial institutions for mortgaging the built up units or flats or Row Villas in the said property.
  - 4) To appoint Architects, structural Engineers, Consultants and other professionals as may from time to time be found necessary to carry out and/or implement any of the provisions herein contained.
  - 5) To pay all the necessary deposits to all concerned authorities and other valid receipts thereof and also to apply for refund of deposits which may be paid in respect of the said plot and to sign receipts of the same.
  - 6) To survey, re-survey, sub-divide and demarcate the said plot.
  - 7) To represent before any Government offices including Mamlatdar, Dy. Collector, Collector, Municipal Councils, Corporation of the City of Panaji, Village Panchayat offices, Town and Country Planning Department, Land Survey Department and its Sub ordinate offices, Inquiry offices and its sub ordinate offices.
  - 8) To delegate all or any of the powers to any person/persons as our attorney deems fit.

AND GENERALLY to do and execute all acts, deeds, matters, and things relating to or concerning or touching the said plot, described in the schedule hereunder and the proposed building/unit/Row House/Villa to be constructed thereon as fully and effectually as ourselves would effectively in our person do.



AND WE HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever our said attorney shall lawfully do or purport to do by virtue of these presents.

#### SCHEDULE

All that part and parcel of land admeasuring 3000 m2 part and parcel of land admeasuring 3000 m2 , duly partitioned in the office of the Deputy Collector and the same is surveyed under survey no. 463/15D1 admeasuring 409 m2, 463/15D2 admeasuring 2184 m2 and 463/15D3 admeasuring 407 m2 of Village Tivim identified as GOGOL or GOGAL BHATLEM situated at Tivim within the limits of Village Panchayat Tivim Taluka Bardez and Registration Sub-District of Bicholim North Goa District in the state of Goa, which property is not described in the Land Registrar of Bardez but enrolled in the Taluka Revenue Office under no. 248,255,325,334,341,350,358,352,353,362,256,327,329,332, 339, 369, 367 and 348 of Village Thivim.

The SAID PLOT admeasuring 3000 m2, comprising of survey no. 463/15D1 admeasuring 409 m2, 463/15D2 admeasuring 2184 m2 and 463/15D3 admeasuring 407 m2 as one unit is bounded as under:

Towards the North : Survey No. 463/15D (part)

Towards the South : Survey No. 462/1-I

Towards the East : Survey No. 463/15-C, C-1, C-2 and 463/1J

Towards the West : Government acquired land (Survey No. 449/1-A.

IN WITNESS WHEREOF the parties have executed this Power of Attorney at Panaji on 13<sup>th</sup> day of <sup>June</sup> May 2013.

*S. Tanbo*

*Prakash Jalan*

Shri. Prakash Jalan  
Executant



- INDIA





ACCEPTANCE

I, SHRI. ALBERT ESTEVES, hereby accept this Power of Attorney.



SHRI. ALBERT ESTEVES



*Signature*

I hereby attest the execution of this <sup>Power of</sup>  
~~Attorney~~ by Prakash Talan  
s/o Ribarden Goa  
 who is/are personally known to me, having  
 appeared before me and signed in my  
 presence admitting the execution of this  
 Instrument.

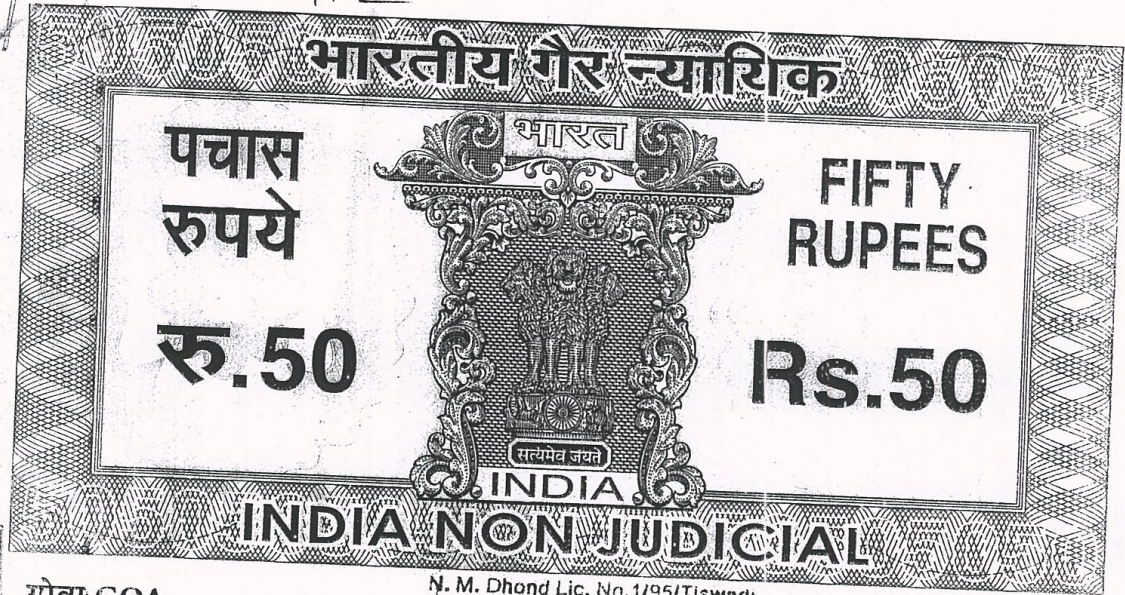
Office of the Notary at Panaji, on this 15<sup>th</sup>  
 of June 2013

Not. Stamp Rs. 30/-  
 Fees Rs. 15/-  
 Reg. No. 41303

S. Tambe  
 (SHRIDHAR TAMBA)  
 NOTARY  
 PANAJI - GOA  
 - INDIA -



2674/12



गोवा GOA

N. M. Dhond Lic. No. 1/95/Tiswadi

337440

Sr. No. 3662 Place of Vendor Panaji Date: 08/10/11  
Value of Stamp Rs.: 50/-  
Name of Purchaser: Albert Esteves  
Place of Residence: Mercedes Goa  
Purpose:

Sign. of Vendor

Sign. of Purchaser



POWER OF ATTORNEY

Monteiro

[Signature]





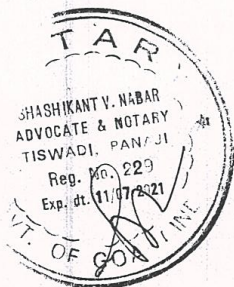
-2-

KNOW ALL MEN BY THESE PRESENTS THAT I, **MARGARATE ESTEVES**, wife of Shri. Albert Esteves, of 44 years, housewife, residing at H.no.260, Firguem Bhat, Mercos Ilhas Goa, do hereby appoint, constitute and nominate my husband **SHRI. ALBERT ESTEVES**, son of Shri. Jose Salvador Esteves, of 45 years, residing at H.no.260, Firguem Bhat, Mercos Ilhas Goa, to be my true and lawful Attorney to act for me in my name and on my behalf to do all or any of the following acts, deeds and things namely:-

1.- To look after, manage and administer all my moveable and immoveable properties including house/houses belonging to me or which may belong to me in future and to do all general administration and for that purpose to enter into agreements and contracts pertaining to and required for the management of all my properties.

2.- To sell and/or to purchase any moveable or immoveable properties,

*Monteiro*



-3-

lands, houses, flats/built-up units etc. in whole or in plots or parts for the prices and under covenants and conditions deemed convenient.

3.- To enter into Agreements for sale and Purchase, pay and/or receive prices and earnest moneys and accept and give effectual discharges and receipts for the same. To receive also prices of any acquisitions which may be made as regards the immoveable properties and to give valid receipts thereof.

4.- To give on lease all or any of my landed properties and houses in whole or in parts and under rents, period, terms, conditions, clauses, and covenants which my said attorney may deem fit and proper, to make agreements for lease and agreements of Leave and Licence, to renew them, to collect rents and issue valid receipts.

5.- To execute Lease Deed/Leave and Licence Agreement and for that purpose appear before the concerned Sub-Registrar, to sign, execute and

*Monteiro*





-4-

admit execution of the said Lease Deed, Leave and Licence Agreement, and/or Deed of Rectification if need be. ✓

6.- To renew the Lease Deed/Leave and Licence Agreement from time to time, under such terms and conditions and at rents my attorney may deem fit and proper.

7.- To execute cancellation/termination of Lease Deed/Leave and Licence Agreement and for the purpose to appear before concerned authorities, Sub-Registrar and to sign, execute and admit execution thereof.

8.- To receive the monthly compensation/rent and/or the security deposit from the Lessee/Licensee on my behalf and to deposit the same if need be.

9.- To issue notice for eviction/vacating the said flat if need be and also to accept any correspondence relating to issues concerning the flat, and to reply to the same.

*Ashikant V. Nabar*  
*[Signature]*



-5-

10.- To apply for conversion into non-agricultural properties from any agricultural properties belonging to me, to produce documents and maps, to sign and to collect sanad, to pass receipts, to conduct all its Proceedings and to take part in such files.

11.- To engage contractors, labour contractors, employees, agents, etc. for the constructions of buildings or structures and construction as per plans approved and sanctioned by the proper authorities on any and/or all of my properties.

12.- To develop any and/or all of my property and to erect and/or construct shops, blocks, flats, commercial units and/or residential units or multi storied buildings and to sell the shops, blocks, flats, commercial and/or residential units to the respective Purchases on ownership and/or otherwise as she thinks fit and to receive consideration money and to execute and pass the receipts for such payments received by her.

*Monteiro's*  
*AB*





-6-

13.- To get prepared and execute the agreements for the sale of shops, blocks, flats, commercial units and/or residential units in any and/or all of my properties to respective Purchasers and to sign and hand over the same to the respective Purchasers.

14.- To appear at and represent me before the Office of Mamlatdar, Talathi, Plant Officer, Collector and/or any Revenue Authority at all stages concerning any and/or all of my properties.

15.- To construct any houses and buildings, including internal-repairs /renovation of any existing house/houses, to make agreements with any fit persons, for such constructions, under terms, conditions and clauses which my said attorney may deem proper, to apply for permissions and licences to Competent Authorities, to produce documents, plans, maps and any other papers, to obtain such permissions and licences, to renew them, to purchase all sort of materials for such constructions.

*Monteiro*  
*[Signature]*





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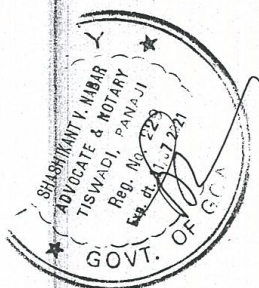
16.- To pay any sort of taxes and duties, to submit returns and statements before any Tax Authorities; to apply for refund of any taxes already paid, to appear before any Tax Authority including Income Tax Authorities and conduct all matters of any Tax payment.

17.- To appear before any Sub Registrar of Goa and to get registered any documents including Agreement of Sale, Deed of Sale, Deed of Rectification to present for registration the same, to sign, execute and admit execution of the same, to receive back the same and to pass necessary receipts, including those concerning the flats/units in any building Projects with the prospective purchasers.

18.- To apply for any sort of registration in any Land Registration Offices of any documents and properties, as well as any endorsements and cancellations and transfers and enrolments in Revenue Registration

*Monteiro*





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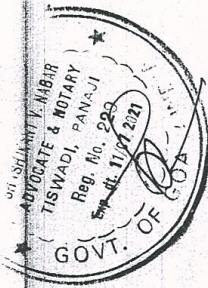
(Matriz Predial), to produce documents for this purpose.

19.- To collect and to receive all moneys, Principal, interests and any sort of dues, to solicit payments and to pass receipts.

20.- To appear before any Government Offices including Collector and Dy. Collectors Offices, Mamlatdar Offices, Municipal Councils, Village Panchayat Offices, Town Planning Department, Land Survey Department and its Subordinate Offices, Enquiry Officers, Secretariat and its subordinate Offices, Police Stations and any other Offices of Government, Semi-Government or Non-Government as well as before any Judicial Courts, Civil, Revenue or Criminal, whether original or appellate and to defend, before the same all my interests.

21.- To apply for NOC, for Registration of any documents to any development Authority, to produce documents, to collect the same and to conduct all its matters.

*Monteiro*



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22.- To appoint advocates, pleaders or any other legal practitioners, to produce documents and evidence, to make any sort of statements and affidavits, to apply for refund of Court fees and stamp duty, to accept service of any summons, to give notices, to apply for inspections and to inspect any Judicial Records, to apply for copies and Certificates, to compromise, compound and withdraw cases and to refer them for Arbitrators, to deposits moneys and to withdraw moneys.

23.- To rectify any mistakes and errors and to ratify any acts and contracts.

24.- To file or institute any kind of suits and to conduct it against any person including a suit for eviction and/or for Temporary, Permanent and/or for mandatory injunction and/or for possession of any property belonging to me.

*Monteiro*

*[Signature]*





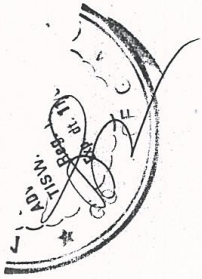
25.- And for the aforesaid purposes to sign, execute and do all such deeds, agreements, including agreements for sale, agreement for purchase, statements, affidavits, receipts, cheques, applications, petitions, forms, declarations, bonds and any other necessary papers as shall be required and sub delegate all or any of the Powers hereinabove contained upon any other fit person or persons.

I hereby agree that all acts, matters, deeds and things lawfully done by my said Attorney shall be construed as acts, deeds, matters and things done by me and I undertake to ratify and confirm whatever my attorney shall do or cause to be done for me by virtue of these presents.

IN WITNESS WHEREOF I, the said Executant have executed this Power of Attorney at Panaji on this 08th day of October 2012.

*Handwritten signature*  
*Handwritten signature*

*Handwritten signature*



11-

The Executant



*Margarate Esteves*

MARGARATE ESTEVES

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 5. \_\_\_\_\_

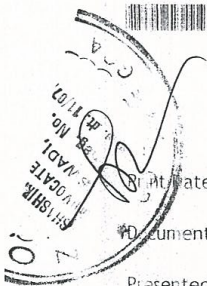
Witnesses:

1. *[Signature]* Mukund Shintekar

2. *[Signature]* Ashish S. Chaudhary

*[Signature]* *[Signature]*





Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Date & Time : 09-10-2012 09:50:47 AM

Document Serial Number : 2674

Presented at 09:44:00 AM on 09-10-2012 in the office of the Sub-Registrar( Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	140.00
	Total :	640.00

Stamp Duty Required: 20.00

Stamp Duty Paid: 50.00

Albert Esteves presenter

Name	Photo	Thumb Impression	Signature
Albert Esteves, s/o Jose Salvador Esteves , Married, Indian, age 45 Years, Business, r/o H/ no 260, Firguem Bhat, Mercas Tiswadi Goa			

#### Endorsements

Executant

1. Margarate Esteves, D/o late Pedro Lourenco Monteiro, Married, Indian, age 44 Years, Housewife, r/o H.No.260, Opp. Mercas Church, Firguem Bhat, Mercas, Goa

Photo	Thumb Impression	Signature

2. Albert Esteves, s/o Jose Salvador Esteves, Married, Indian, age 45 Years, Business, r/o H/ no 250, Pirguem Bhat  
Morces, Tiswadi Goa

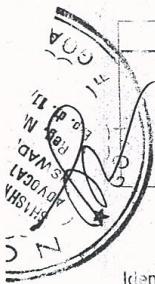
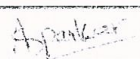


Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Ashish Khandeparkar , s/o Shivanand Khandeparkar, Married, Indian, age 29 Years, Service, r/o Taleigao Tiswadi Goa	

Sub-Registrar

10/11/2019  
5.1.1



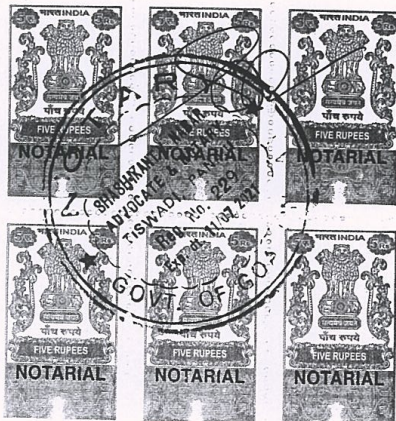
Book-4 Document  
Registration Number PNJ-BK4-00042-2012  
CD Number PNJ17 on  
Date 09-10-2012

Sub-Registrar (Ilhas/Tiswadi)

Scanned By:- R. Joshi

Signature:-

Designed and Developed by C-DAC, ACTS, Pune



TRUE COPY OF THE ORIGINAL  
REG. No. 4021 DATED 30/11/2017

SHASHIKANT V. NABAR  
Advocate & Notary  
Tiswadi Taluka  
Panaji-Goa. 403 001  
Reg. No. 229

**Siddharth J. Samant**  
&  
**Sonali S. Samant**  
*Advocates & Notary*



503, Edcon Mindspace,  
Behind Campal Trade Centre,  
Opp. Vivanta by Taj  
Campal – Panaji- Goa, 403001  
Ph: 2425587, Mob: 9422438960  
8390676367

Dated: 15/01/2018

To,

**Mr. Sanjay Jaysing Chougale & Mrs. Supriya Sanjay Chougale**

**SUB: Title Investigation Report.**

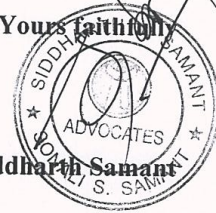
Find enclosed here with title search report of **Mr. Sanjay Jaysing Chougale & Mrs. Supriya Sanjay Chougale** pertaining to All that Flat No. 103, admeasuring 86 sq. mts., on the **Upper Ground Floor** of the building **"VINETH WOODS" "BLOCK B"**, constructed in the said plot admeasuring 3000 sq. mts. Situated at Tivim, within the limits of Village Panchayat Tivim, Taluka Bardez and registration sub – district of Bicholim, North Goa District in the State of Goa.

Kindly arrange to pay the fees amounting to **Rs. 4,300/- (Rupees Four Thousand Three Hundred Only)** towards preparation of title investigation report, search of documents at the Sub-registrar's office, search receipt fees, typing and other miscellaneous expenses.

Thanking you.

Yours faithfully,

Adv. Siddharth Samant







100006923103

**FORM I & XIV**

नमुना नं १ व १४

Date : 17/01/2018

Page 1 of 1

Taluka BARDEZ

Survey No. 463

तालुका

सर्वे नंबर

Village Tivim

Sub Div. No. 15-D-3

गांव

हेस्सा नंबर

Name of the Field Gogal Bhatlem

Tenure

शेताचें नांव

सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.04.07	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.04.07

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन	Grand Total. एकूण
0000.00.00	0000.00.00	0000.00.00	0000.04.07

Dy. Coll. Order No. 15/112/2012/Part/Land dtd. 17/12/2012 and corrigendum dated 22/01/2013

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	M/S LINC PROPERTY DEVELOPERS LIMITED		44029	407.00 sq. mtrs.

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	-----Nil-----			

Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार		
-----Nil-----		

**Details of Cropped Area पिकाखालील क्षेत्राचा तापशीत**

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Unirrigated जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Land not Available for Cultivation नापिक जमीन Nature प्रकार Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Source of irrigation सिंचनाचा प्राप्ति	Remarks शेरा
	-----Nil-----								

**End of Report**

For any further inquires, please contact the Mamlatdar of the concerned Taluka.



100006923119

**FORM I & XIV**

नमुना नं १ व १४

Date : 17/01/2018

Page 1 of 1

Taluka BARDEZ

Survey No. 463

तालुका

सर्वे नंबर

Village Tivim

Sub Div. No. 15-D-2

गांव

हेसा नंबर

Name of the Field Gagal Bhatlem

Tenure 0

शेताचे नांव

सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.21.84	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.21.84

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन	Grand Total एकूण	Dy. Collector order no.15/121/2012/PART/LAND dated 10/10/2012 and Area Adjustment Statement no.9/SLR/MAP/PART/LAND/239/12
0000.00.00	0000.00.00	0000.00.00	0000.21.84	

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेडियल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	M/s Linc Property Developers Limited		4525	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	-----Nil-----			

Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार -----Nil-----		

## Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Unirrigated जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Land not Available for Cultivation नापिक जमीन Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Source of irrigation सिंचनाचा प्राप्ति	Remarks शेरा
	-----Nil-----									

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.





100006923112

**FORM I & XIV**

नमुना नं १ व १४

Date : 17/01/2018

Page 1 of 1

Taluka BARDEZ

Survey No. 463

तालुका

सर्वे नंबर

Village Tivim

Sub Div. No. 15-D 1

गांव

हेस्ता नंबर

Name of the Field

Tenure

शेताचें नांव

सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मुरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.04.09	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.04.09

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन	Grand Total एकूण
0000.00.00	0000.00.00	0000.00.00	0000.04.09

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेडियल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	M/s Linc Property Developers limited.		38045	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	-----Nil-----			

Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार -----Nil-----		

**Details of Cropped Area पिकाखालील क्षेत्राचा तापशीत**

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Unirrigated जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Land not Available for Cultivation नापिक जमीन Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Source of irrigation सिंचनाचा प्रारि	Remarks शेरा
	-----Nil-----									

**End of Report**

For any further inquires, please contact the Mamlatdar of the concerned Taluka.

Siddharth J. Samant  
&  
Sonali S. Samant  
Advocates & Notary

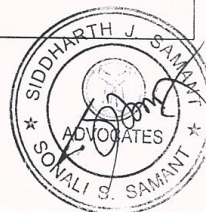


503, Edcon Mindspace,  
Behind Campal Trade Centre,  
Opp. Vivanta by Taj  
Campal - Panaji- Goa, 403001  
Ph: 2425587, Mob: 9422438960  
8390676367

Dated: 15/01/2018

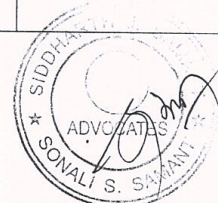
**TITLE INVESTIGATION REPORT OF MR. SANJAY JAYSING CHOUGALE &  
MRS. SUPRIYA SANJAY CHOUGALE**

1.	a) Name of the Branch /Business Unit /Office seeking opinion.	State Bank of India, Mapusa Branch, Panaji
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	2018-2019
	c) Name of the Borrower	Mr. Sanjay Jaysing Chougale & Mrs. Supriya Sanjay Chougale
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security	Mr. Sanjay Jaysing Chougale & Mrs. Supriya Sanjay Chougale
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	Individual/s
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc)	Borrower/s
3.	Complete or full description of the immovable property/(ies)( along with Boundaries); offered as security including the following details.	All that Flat No. 103, admeasuring 86 sq. mts., on the Upper Ground Floor of the building "VINETH WOODS" "BLOCK B", constructed in the said plot admeasuring 3000 sq. mts. Situated at Tivim, within the limits of Village Panchayat Tivim, Taluka Bardez and registration sub - district of Bicholim. North Goa District in the State of Goa.
	(a) Survey No.	Surveyed under Nos. 463/15D1 admeasuring 409 sq. mts., 463/15D2 admeasuring 2184 sq. mts., and 463/15D3 admeasuring 407 sq. mts.
	(b) Door/House no. (in case of house property)	Flat No. 103





	(c ) Extent/area including plinth/built up area in case of house property	Admeasuring 86 sq. mts	
	(d) Locations like name of the place, villages, city, registration, sub-district etc.	Situating at Tivim, within the limits of Village Panchayat Tivim, Taluka Bardez and registration sub – district of Bicholim, North Goa District in the State of Goa.	
4.	a) Particular of the documents scrutinized –serially and chronologically. (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified		
Name/Nature of the Document		Original/ Certified copy/ certified extract/ Photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate
1. Deed of Sale dated 31/01/1990 registered in the Office of the Sub Registrar Bicholim under registered no. 88 filed in Book no. 1 Volume no. 1990 dated 26/02/1990		Photocopy verified with the registered extract	No
2. Deed of Sale dated 21/02/1990 registered in the Office of the Sub-Registrar Bicholim under registered No. 34 of Book No. I, Volume No. 23 dated 09/04/1990.		Photocopy verified with the registered extract	No
3. Deed of Exchange dated 25//10/1994 registered in the Office of the Sub-Registrar Bicholim under registered No. 376 at pages 64 to 72 Book No. I Volume No. 68 dated 28/12/1994		Photocopy verified with the registered extract	No
4. Deed of Exchange dated 26/05/2008 duly registered in the Office of the Sub-Registrar Bardez under registered No. 2945 at pages 82 to 103 Book No. I Volume No. 2627 dated 27/05/2008.		Photocopy verified with registered extracts	No
5. Deed of Sale dated 04/11/2010 duly registered in the Office of the Sub-Registrar Bardez under registered No. 660 at pages 211 to 223 Book No. I Volume No. 2973 dated 10/11/2010.		Photocopy verified with registered extracts	No
6. Memorandum of Understanding dated 25/04/2011		Photocopy	No
7. Agreement for Development and Sale dated 06/06/2013 executed before Notary Shridhar Tamba under Reg. no. 41302 dated 15/06/2013.		Photocopy	No
8. Agreement for Construction cum Sale dated 23/10/2017 duly registered before the Office of the Sub Registrar of Bardez,		Original verified with registered extracts	Yes

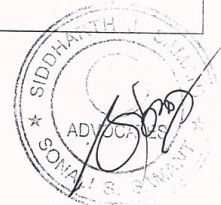


	under Book – 1 Document, Reg. No. BRZ-BK1-04376-2017, CD No. BRZD791 dated 02/11/2017.		
	<b>9. Deed of Rectification, Confirmation &amp; Addendum dated 06/12/2017</b> duly registered in the Office of the Sub-Registrar of Bardez under registration number BRZ-BK1-05015-2017, CD Number BRZD792 dated 15/12/2017	<b>Original verified with registered extracts</b>	<b>Yes</b>
	<b>10. Conversion Sanad dated 18/01/2011</b> under Ref. No. RB/CNV/BAR/COLL/19/2010 issued by the Office of the Collector North Goa District Panaji Goa	<b>Photocopy</b>	<b>No</b>
	<b>11. Approval dated 25/09/2013</b> under no. TPB/223/TCP/13/3671 issued by the Town & Country Planning Dept., Mapusa Goa.	<b>Photocopy</b>	<b>No</b>
	<b>12. Technical Clearance Order dated 22/03/2017</b> under Ref. No. TPB/223/TCP-17/737 issued by the Town & Country Planning Dept., Mapusa Goa	<b>Photocopy</b>	<b>No</b>
	<b>13. Construction License dated 06/04/2017</b> under Ref. No. VP/TIV/BAR/F. 1/2017-18/23 issued by the Village Panchayat Tivim Bardez Goa	<b>Photocopy</b>	<b>No</b>
	<b>14. Form I &amp; XIV</b> pertaining to survey no 463/15D1 , Survey No. 463/15D2 , Survey No. 463/15D3 of Village Tivim	<b>Photocopies</b>	<b>No</b>
	<b>15. Power of attorney dated 09/10/2012</b> executed before Sub registrar of Ilhas in book 4 under no. PNJ-BK4-00042-2012, CD No. PNJD17 dated 09/10/2012	<b>Photocopy</b>	<b>No</b>
	<b>16. Power of Attorney dated 02/09/2010</b> executed before Notary Adv. Bimal Kumar Banerjee under reg no. 64/10	<b>Photocopy</b>	<b>No</b>
	<b>17. Power of Attorney dated 06/04/2016</b> executed before Notary Adv. Shashikant Nabar under reg no. 526-27/02/2017.	<b>Photocopy</b>	<b>No</b>
	<b>18. Site Plan</b>	<b>Photocopy</b>	<b>No</b>
	<b>19. Approved Plan</b>	<b>Photocopy</b>	<b>No</b>
<b>5.</b>	Whether certified copy of all title documents are obtained from the relevant sub – registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	<b>Not required</b>	





6.	(a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	No
	(b) If such online/computer records are available, whether any verification or cross-checking are made the comments/findings in this regard.	Not Applicable
	(c) Whether the genuineness of the stamp paper is possible to be got verified from online portal and if so whether such verification was made?	Not Applicable
7.	(a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub- Registrar, Bardez.
	(b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar – general. If so, please name all such offices?	Not Possible
	(c) Whether search has been made at all the offices named at (b) above?	Not Applicable
	(d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
8.	<p><b>Chain of title</b> tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessor in title/ interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need of clearance of such clog on the Title.</p> <p><b>In case of property offered as security for loans of Rs. 1.00 Crore and above, search for title/ encumbrances for a period of not less than 30 years is mandatory. (Separate sheets may be used)</b></p>	
1.	<p>There exists all that part and parcel of land totally admeasuring 3000 Sq. Mts forming part of Survey No. 463/15D1 admeasuring 409 Sq. Mts., Survey No. 463/15D2 admeasuring 2184 Sq. Mts. and Survey No. 463/15D3 admeasuring 407 Sq. Mts of Village Tivim identified as 'GOGOL' or 'GOGAL BHATLEM' situated at Tivim within the limits of Village Panchayat Tivim Taluka Bardez and Registration Sub-District of Bicholim, North Goa District, in the State of Goa, which property is not described in the Land Registration of Bardez but enrolled in the Taluka revenue Office under Nos. 248, 255, 325, 334, 341, 350, 358, 352, 353, 362, 256, 327, 329, 332, 339, 369, 367 and 348 of Village Tivim.</p> <p>Said plot of land admeasuring 3000 Sq. Mts is</p> <p><b><u>BOUNDED AS UNDER</u></b></p>	





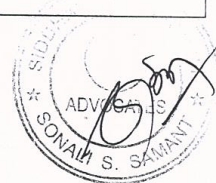
**North:** By Survey No. 463/15D (Part)

**South:** By Survey No. 462/1-I

**East:** By Survey No. 463/15-C, C1, C-2 and 463/1J

**West:** Government acquired land (Survey No. 449/1-A)

2. The said larger property 'GOGOL' or 'GOGAL BHATLEM' surveyed under no.463/15 and comprising of various plots totally admeasuring 18,275 sq.mts originally belonged to the ancestors of Mariquinha Fonseca e Lawrence and others.
3. **Vide Deed of Sale dated 31/01/1990** registered in the Office of the Sub Registrar Bicholim under registered no. 88 filed in Book no. 1 Volume no. 1990 dated 26/02/1990, Said, Mariquinha Fonseca e Lawrence along with her husband Agnelo Mario Lawrence, Carlota Fonseca, Paulo Sacrafamilia Fonseca, Romaldinha Justina Fonseca, Deniz Manuel Fonseca, Maru Fonseca, Emilia Padrina Fonseca, Mary Fonseca, Mrs. Joanita Fonseca alias Joanita Fernandes, Mrs. Claudina F. Fernandes, Mr. Joaquim Dameceno Fonseca alias Joao Damasceno Fonseca and his wife Mrs. Angelica Ezilda Engrancia, Elvino John Norhonha, Bernardino Evaristo Mendes and his wife Mrs. Annie Mendes, Martha Fonseca, Mr. Alex Fonseca and his wife Mrs. Viga Fonseca, Mr. Rafael Fonseca, Mr. Mathias Anthony Braganza all the co-owners as Vendors sold the said South-Western half admeasuring 9138 sq.mts of Plot A of the said property 'GOGOL' or 'GOGAL BHATLEM' surveyed under no.463/15 to Mr. Prakash Bablo Salgaonkar as Purchaser
4. **Vide Deed of Sale dated 21/02/1990** registered in the Office of the Sub-Registrar Bicholim under registered No. 34 of Book No. I, Volume No. 23 dated 09/04/1990 said Shri. Prakash Bablo Salgaonkar and his wife Mrs. Pragati Prakash Salgaonkar as Vendors sold a Plot admeasuring area of 5000 Sq. Mts. bearing survey No. 463/15 in favour of Shri. Chandrakant J. Pandit.
5. **Vide Deed of Exchange dated 25//10/1994** registered in the Office of the Sub-Registrar Bicholim under registered No. 376 at pages 64 to 72 Book No. I Volume No. 68 dated 28/12/1994 Shri. Chandrakant Jairam Pandit and his wife Mrs. Mangala Chandrakant Pandit as first party exchanged their plot admeasuring an area of 409m2 bearing Survey no. 463/15/D/1 out of the said 5000m2 with an area of 324m2 bearing Survey no.463/15/C/1 out of the total area of 1500 sq.mts belonging to Shri. Ratnakar Prakash Barve, as Shri. Ratnakar Prakash Barve has no proper access to go to his property bearing Survey no.463/15/C.
6. **Vide Deed of Exchange dated 26/05/2008** duly registered in the Office of the Sub-Registrar Bardez under registered No. 2945 at pages 82 to 103 Book No. I Volume No. 2627 dated 27/05/2008, said Mr. Chandrakant Jairam Pandit and his wife Mrs. Mangala Chandrakant Pandit as first party reverted the said plot under Survey No. 463/15-C1 and 463/15-C2 admeasuring an area of 264 S. Mts. and 60 Sq. Mts in exchange for the plot under Survey No. 463/15-D1 admeasuring an area of 409 Sq. Mts with Mr. Ratnakar Prakash Barve and his wife Mrs. Pradnya R. Barve as the Second Party.





7. **Vide Deed of Sale dated 04/11/2010** duly registered in the Office of the Sub-Registrar Bardez under registered No. 660 at pages 211 to 223 Book No. I Volume No. 2973 dated 10/11/2010, Shri. Chandrakant Jairam Pandit and his wife Smt. Mangala Chandrakant Pandit as Vendors sold the Said Plot admeasuring 3000 sq.mts comprising of 2591 sq.mts of survey no.463/15D and 409 sq.mts of survey no 463/15D1 as one unit to M/s Linc Property Developers Limited a Company incorporated under Companies Act represented by its Authorised Signatory Smt. Neeta Umesh Kamat as Purchaser.
8. Pursuant to purchase of the said property M/s Linc Property Developers Limited got their name mutated in survey records and accordingly their name figures in **Form I & XIV** of the Said Property admeasuring 409 sq.mts pertaining to survey no 463/15D1 of Village Tivim bearing Mutation entry No. 38045, admeasuring 2184 Sq. Mts pertaining to Survey No. 463/15D2 of Village Tivim at mutation entry no.45257 and admeasuring 407 Sq. Mts pertaining to Survey No. 463/15D3 of Village Tivim at mutation entry no.44029.
9. **Conversion Sanad dated 18/01/2011** under Ref. No. RB/CNV/BAR/COLL/19/2010 has been issued by the Office of the Collector North Goa District Panaji Goa for the use of land for residential purpose.
10. **Vide Memorandum of Understanding dated 25/04/2011** M/s. Linc Property Developers Limited a Company incorporated under Companies Act represented by its Authorised Signatory Smt. Neeta Umesh Kamat agreed to sell Said Plot admeasuring 3000 sq.mts to Shri. Soumen Mondal.
11. **Vide Agreement for Development and Sale dated 06/06/2013** executed before Notary Shridhar Tamba under Reg. no. 41302 dated 15/06/2013, said **M/s. Linc Property Developers Limited** a Company incorporated under Companies Act represented by its Director Shri. Prakash Jalan as Owner/Vendors along with Shri. Soumen Mondal represented by its duly constituted attorney holder Shri. Prakash Jalan vide **Power of Attorney dated 06/09/2010** executed before the Notary Adv. Bimal Kuar Banerjee at Calcutta under registration no. 64/10 as Assignor/Confirming Party agreed for development and sale of the **Said Plot** to **M/s. Albert Developers** represented by its sole proprietor Shri. Albert Esteves as Purchaser/Developer.
12. **Vide Approval dated 25/09/2013** under no. TPB/223/TCP/13/3671 issued by the Town & Country Planning Dept., Mapusa Goa, said Property admeasuring 409 sq.mts, admeasuring 2184 Sq. Mts and admeasuring 407 Sq. Mts totally admeasuring 3000 sq.mts has been amalgamated
13. **M/s. Albert Developers** with the intention of construction of a **RESIDENTIAL BUILDING** in the name and style of **VINETH WOODS** in the Said Plot, obtained following necessary permission approvals and licenses from the respective Civic Authorities:
  - a) **Technical Clearance Order dated 22/03/2017** under Ref. No. TPB/223/TCP-17/737 issued by the Town & Country Planning Dept..





Mapusa Goa.

b) **Construction License dated 06/04/2017** under Ref. No. VP/TIV/BAR/F. 1/2017-18/23 issued by the Village Panchayat Tivim Bardez Goa.

c) **Approved Plan**

14. **Vide Agreement for Construction cum Sale dated 23/10/2017** duly registered before the Office of the Sub Registrar of Bardez, under Book – 1 Document, Reg. No. BRZ-BK1-04376-2017, CD No. BRZD791 dated 02/11/2017, M/s. Albert Developers represented by its sole proprietor Mr. Albert Esteves along with his wife Mrs. Margarate Esteves represented by her husband vide **Power of attorney dated 09/10/2012** executed before Sub registrar of Ilhas in book 4 under no.PNJ-BK4-00042-2012, CD No.PNJD17 dated 09/10/2012 as Developers agreed to sell the SAID FLAT to **Mr. Sanjay Jaysing Chougale and Mrs. Supriya Sanjay Chougale** as the “Flat Holder”.

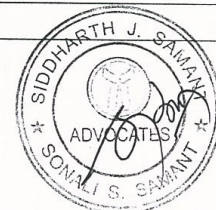
15. **Vide Deed of Rectification, Confirmation & Addendum dated 06/12/2017** duly registered in the Office of the Sub-Registrar of Bardez under registration number BRZ-BK1-05015-2017, CD Number BRZD792 dated 15/12/2017, M/s. Albert Developers represented by its sole proprietor Mr. Albert Esteves along with his wife Mrs. Margarate Esteves represented by her husband vide **Power of attorney dated 09/10/2012** executed before Sub registrar of Ilhas in book 4 under no.PNJ-BK4-00042-2012, CD No.PNJD17 dated 09/10/2012 as the Developers and M/s. Linc Property Developers Limited, a company incorporated under the Companies Act 1956, represented by its representative Mrs. Neeta Umesh Kamat as the Ratifying Party along with Shri. Soumen Mondal **represented by his attorney Shri. Prakash Jalan vide Power of Attorney dated 02/09/2010** executed before Notary Adv. Bimal Kumar Banerjee under reg no. 64/10 as the Confirming Party agreed to sell the said flat to **Mr. Sanjay Jaysing Chougale and Mrs. Supriya Sanjay Chougale** as the “Flat Holder”, added the parties which had been omitted.

16. Said Prakash Jalan has been represented by his attorney Mrs. Neeta Umesh Kamat vide **Power of Attorney dated 06/04/2016** executed before Notary Adv. Shashikant Nabar under reg no.526-27/02/2017.

17. Based upon the documents produced and the searches conducted I opine that **Mr. Sanjay Jaysing Chougale & Mrs. Supriya Sanjay Chougale**, will have clear and marketable title to the “SAID FLAT” on the payment of entire consideration amount and on the execution of due conveyance deed .

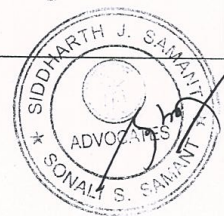
18. **Mr. Sanjay Jaysing Chougale & Mrs. Supriya Sanjay Chougale** can create valid mortgage of the “SAID FLAT” which shall be legal and enforceable.

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder of Govt. Grantee/ Allottee etc.)	Ownership
10.	If leasehold, whether;	No



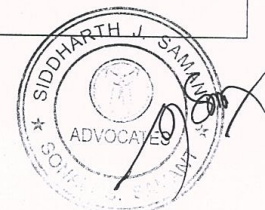


	(a) Lease Deed is duly stamped and registered	Not Applicable
	(b) Lessee is permitted to mortgage the Leasehold right,	Not Applicable
	(c) Duration of the Lease/unexpired period of lease	Not Applicable
	(d) If, a Sub-lease, check the lease deed in favor of Lessee as to whether Lease Deed permits Sub-Leasing and Mortgage by Sub-Lessee also.	Not Applicable
	(e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether; Grant/agreement etc. provides for alienable right to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No
12.	If occupancy right, whether;	Not Applicable
	(a) Such right is heritable and transferable,	Not Applicable
	(b) Mortgage can be created	Not Applicable
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
14.	If the property to be mortgaged has been transferred by way of Gift/Settlement Deed, whether:	No
	(a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	(b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	(c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	(d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by action;	Not Applicable
	(e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not Applicable
	(f) Whether the Donee is in possession of the gifted property;	Not Applicable
	(g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
	(h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid	Not Applicable



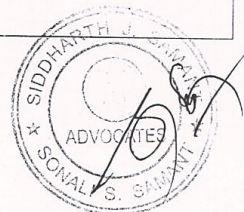


	and enforceable mortgage.	
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not Applicable
	(d) In respect of partition by a decree of Court, whether such decree has become final and all other conditions/formalities are complied/complied with.	Not Applicable
	(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents to be mortgaged include any testamentary documents will?	No
	(a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	(c) Whether the property is mutated on the basis of will?	Not Applicable
	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained).	Not Applicable
17.	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	Precautions/permissions, if any in respect of the above cases for creations of mortgage?	Not required
18.	(a) where the property is a HUF/joint family property mortgage is created for family benefit/legal necessity whether the Major Coparceners have no objection/join in execution minor's share if any, rights of female members etc.	Not Applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such	Not required



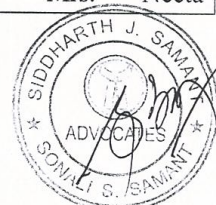


	cases?	
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not Applicable
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	<b>Yes Conversion Sanad dated 18/01/2011 under Ref. No. RB/CNV/BAR/COLL/19/2010 issued by the Office of the Collector North Goa District Panaji Goa for the use of land for residential purpose.</b>
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	No
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not Applicable
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such Seal/ marking.	Not Applicable





24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Register (ROC), Articles of Association /provision for common seal etc.	<b>Mortgage shall be created by the individual mortgager(flat holder) and not the company.</b>
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
27.	(a) Whether any POA is involved in the chain of title?	Yes
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created and interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	(c) In case the title document is executed by the PCA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/ Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/ units (Builders POA) or (ii) other type of POA (Common POA).	<p>Mrs. Margarate Esteves represented by her husband Mr. Albert Esteves vide <b>Power of attorney dated 09/10/2012</b> executed before Sub registrar of Ilhas in book 4 under no.PNJ-BK4-00042-2012, CD No.PNJD17 dated 09/10/2012</p> <p>Shri. Soumen Mondal represented by his attorney Shri. Prakash Jalan vide <b>Power of Attorney dated 02/09/2010</b> executed before Notary Adv. Bimal Kumar Banerjee under reg no. 64/10</p> <p>Said Prakash Jalan has been represented by his attorney Mrs. Neeta</p>

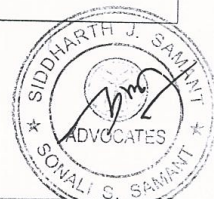




		Umesh Kamat vide <b>Power of Attorney dated 06/04/2016</b> executed before Notary Adv. Shashikant Nabar under reg no.526-27/02/2017.
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	No
	ii. Whether the POA is a registered one?	Executed before notary and sub registrar.
	iii. Whether the POA is a special or general one?	General
	iv. Whether the POA contains a specific authority for execution of title document in question?	POA contains a specific authority for execution of title document
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	POAs were in force and not revoked nor had become invalid on the date of execution of the document.
	(g) Please comment on the genuineness of POA?	POAs are genuine POAs contains a specific authority for execution of title document
	(h) The unequivocal opinion on the enforceability and validity of the POA?	POAs are enforceable and valid, and requisite powers to execute documents are granted and said Power of Attorneys are adequately stamped and duly executed and are in accordance with law.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29.	If the property is a flat/ apartment or residential/commercial complex, check and comment on the following:	Property is Flat
	(a) Promoter's/Land owner's title to the land/building	Checked

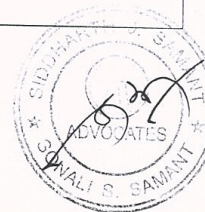


	(b) Development Agreement / Power of Attorney;	Checked
	(c) Extent of authority of the Developer/ builder	Checked
	(d) Independent title verification of the Land and/or building in question	Checked
	(e) Agreement of sale/Sale Deed (duly registered)	Agreement for construction cum sale checked
	(f) Payment of proper stamp duty	Paid
	(g) Requirement of registration of sale agreement, development agreement, POA, etc	Not Applicable
	(h) Approval of building plan, permission of appropriate/ local authority etc	Checked
	(i) Conveyance in favour of Society/ Condominium concerned	Building under construction
	(j) Occupancy Certificate/ allotment letter/ letter of possession	Building under construction
	(k) Membership details in the Society etc	Not Applicable
	(l) Share Certificates	Not Applicable
	(m) No Objection Letter from the Society	Not Applicable
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies Laws etc	Not Applicable
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	Not Applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any	Not Applicable
	(q) Whether the numbering pattern of the units/flats/villa tally in all documents such as approved plan, agreement plan, etc	Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities of Third Party claims, Liens etc. and details thereof.	Nil
31	The Period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrances is created and if so, satisfaction of charge, if any.	Latest Nil Encumbrances Certificate to be obtained
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not Applicable
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable





	(b) Whether No Objection Certificate under the Income Tax Act is required / obtained.	
34.	Details of RTC extracts/ mutation extracts/ Katha extract pertaining to the property in question.	M/s Linc Property Developers Limited got their name mutated in survey records and accordingly their name figures in Form I & XIV of the Said Property admeasuring 409 sq.mts pertaining to survey no 463/15D1 of Village Tivim bearing Mutation entry No. 38045, admeasuring 2184 Sq. Mts pertaining to Survey No. 463/15D2 of Village Tivim at mutation entry no.45257 and admeasuring 407 Sq. Mts pertaining to Survey No. 463/15D3 of Village Tivim at mutation entry no.44029.
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?	Not Applicable
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable. (d) Other utility bills, if any.	Building under construction
38.	In respect of the boundaries of the property, whether there is a difference/ discrepancy in any of the title documents or any other documents (Such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	Not applicable
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said documents and	Approved Plan Available




	that in the title deeds. (If the valuation report and/or approved pan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details or proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes, <b>THE PROPERTY IS SARFAESI COMPLIANT</b>
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	<b>Original Documents available</b>
43.	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	<b>Mortgage can be created</b>
44.	Additional aspects, relevant for investigation of title as per local laws.	Not required
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not required
46.	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	<b>Mr. Sanjay Jaysing Chougale &amp; Mrs. Supriya Sanjay Chougale</b>

Date: 16/01/2018

Place: Panaji

Signature of the Advocate



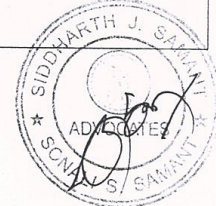


### **CERTIFICATE OF TITLE**

I have examined the **Original Title Deeds** intended to be deposited relating to the schedule property/ (ies) and offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
2. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices, /Sub-Registrar(s) Office(s), Revenue Records, Municipal /Panchayat Office. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
3. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deed. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
4. There are no prior Mortgage/ Charges/ encumbrances whatsoever, pertaining to the Immovable Property/(ies) covered by the above said Title. The property is free from all Encumbrances. **Latest Nil Encumbrance Certificate to be obtained.**
5. The Mortgage if created will be available to the Bank for the Liability of the intending Borrower/s, **Mr. Sanjay Jaysing Chougale & Mrs. Supriya Sanjay Chougale.**
6. I certify that **Mr. Sanjay Jaysing Chougale & Mrs. Supriya Sanjay Chougale** have absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
7. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.

- |   |
|---|
| 1. <b>Agreement for Construction cum Sale dated 23/10/2017</b> duly registered before the Office of the Sub Registrar of Bardez, under Book – 1 Document, Reg. No. BRZ-BK1-04376-2017, CD No. BRZD791 dated 02/11/2017.     |
| 2. <b>Deed of Rectification, Confirmation &amp; Addendum dated 06/12/2017</b> duly registered in the Office of the Sub-Registrar of Bardez under registration number BRZ-BK1-05015-2017, CD Number BRZD792 dated 15/12/2017 |
| 3. <b>Latest Nil Encumbrance Certificate</b>  |



**4. NOC for mortgage from the builder.**

There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

**THE PROPERTY IS SARFAESI COMPLIANT**

**SCHEDULE OF THE PROPERTY/IES**

All that **Flat No. 103**, admeasuring 86 sq. mts., on the **Upper Ground Floor** of the building **"VINETH WOODS" "BLOCK B"**, constructed in the said plot admeasuring 3000 sq. mts. Situated at Tivim, within the limits of Village Panchayat Tivim, Taluka Bardez and registration sub – district of Bicholim, North Goa District in the State of Goa.

Date: 15/01/2018

Place: Panaji-Goa

