

UMESH RAO & ASSOCIATES

ADVOCATES

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Umesh Rao

Raunaq Rao

TITLE CERTIFICATE

To,
Manager,
Oriental Bank of Commerce,
Dempo Tower,
Patto Plaza,
Panaji, Tiswadi-Goa.

Sir,

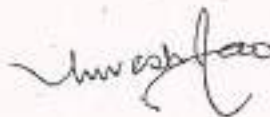
Re: Title and Search Report of property known as "BONOTO", situated in the Village of Bainguinim of Sub-District of Ilhas, of Tiswadi Taluka, of the District of North Goa, of the State of Goa admeasuring 52.117 sq. mts.

With reference to your letter No. Nil, dated Nil, and in continuation of the present legal opinion which is based on additional documents given to us by M/s Manglam Build Developers Limited after we had given our earlier Legal opinion dated 27/08/2014. I on the basis of the copies of title deeds forwarded to me as said above pertaining to the said immovable property and the other information submitted by you have conducted a detailed search and investigation and submit my report as under:-

1. NAME(S) AND ADDRESS(ES) OF THE MORTGAGOR(S)/TITLE HOLDER(S):

M/s Manglam Build Developers Limited
6th Floor, Apex Mall, Lal Kothi
Tonk Road, Jaipur

Through their Authorized Signatory
Mr. Avinash Poonia



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2) DESCRIPTION OF IMMOVABLE PROPERTY:-

Plot No. /Property	Area (in sq.yds./ Sq.mts/Sq.ft./ Acres	Location	Boundaries
Plot of land being the distinct and separated part of the property de-nominated "BONOTO"	The plot of land admeasuring 52,117 Sq. mts. in the property denominated "BONOTO".	situated in the property denominated "BONOTO" situated in the Village of Bainguinim of Taluka and Sub-District of Ilhas (Tiswadi), District of North Goa in the State of Goa.	Northern Segment East: by Survey Nos. 20/2&20 /2-A of Bainguinim village; West: by Survey No. 21/2-D of Bainguinim village; North: by Survey Nos. 21/2-D & 21/2-E of Bainguinim village; and South: by the Public Road bearing Survey No. 20/3. Southern Segment East: by Survey No. 20/3-A-1 of Bainguinim village; West: by another road and its junction

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with the
said P.W.D.
Road bearing
Survey No.
20/3 of
Bainguinim
village;
North: by
the said
P.W.D. Road
bearing
Survey No.
20/3 of
Bainguinim
village; and
South: by
the said
another road
and the
boundary
between
Bainguinim
village and
Goalim Moula
village.

SCHEDULE
(Description of the property)

All that land having an area of 52,117 sq. mts. being the distinct and separated part of the property denominated "BONOTO", situated in the Village of Bainguinim of Taluka and Sub-District of Ilhas (Tiswadi), District of North Goa in the State of Goa, a distinct and separated part of the land formed out of amalgamation of the lands enrolled under Matriz Nos. 159, 160, 161, 162, 163, 164 & 165 of Bainguinim

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village in the Land Registration Office of Ilhas, and also formed out of amalgamation of a part of the land presently surveyed under No. 20/3-B, part of land presently surveyed under No. 21/2 (part) of Bainguinim village. This land is formed out of an area of 11,045.59 sq. mts. in the present Survey No. 20/3-B, 28,760 sq. mts. in the present Survey No. 20/3-A and 6,934 sq. mts. of Survey No. 21/2 (part) which is lying on the western boundary of the present Survey No. 20/3-B. The area of this land hereby sold is shown in the Plan -I annexed hereto in red hatched lines.

This land has 2 (two) segments on account of the P.W.D. Road bearing Survey No. 20/3 passing through it in the east-west direction. The boundaries of each segment of this land are as under:

Northern Segment

East: by Survey Nos. 20/2 & 20/2-A of Bainguinim village;
 West: by Survey No. 21/2-D of Bainguinim village;
 North: by Survey Nos. 21/2-D & 21/2-E of Bainguinim village; and
 South: by the Public Road bearing Survey No. 20/3.

Southern Segment

East: by Survey No. 20/3-A-1 of Bainguinim village;
 West: by another road and its junction with the said P.W.D. Road bearing Survey No. 20/3 of Bainguinim village;
 North: by the said P.W.D. Road bearing Survey No. 20/3 of Bainguinim village; and.

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South: by the said another road and the boundary between Bainguinim village and Goalim Moula village.

Both the Segments of this land hereby sold are represented in the Plan-I annexed hereto in red colour hatched lines.

3. The chain of title deeds scrutinized by me, as per schedule annexed herewith.

1) Search in sub-Registrar's office:

All that land having an area of 52,117 sq. mts. being the distinct and separated part of the property denominated "BONOTO", situated in the Village of Bainguinim of Taluka and Sub-District of Ilhas (Tiswadi), District of North Goa in the State of Goa, a distinct and separated part of the land formed out of amalgamation of the lands enrolled under Matriz Nos. 159, 160, 161, 162, 163, 164 & 165 of Bainguinim village in the Land Registration Office of Ilhas, and also formed out of amalgamation of a part of the land presently surveyed under No. 20/3-B, part of land presently surveyed under No. 21/2 (part) of Bainguinim village. This land is formed out of an area of 11,045.59 sq. mts. in the present Survey No. 20/3-B, 28,760 sq. mts. in the present Survey No. 20/3-A and 6,934 sq. mts. of Survey No. 21/2 (part) which is lying on the western boundary of the present Survey No. 20/3-B. This land has 2 {two} segments on account of the P.W.D. Road bearing Survey No. 20/3 passing through it in the east-west direction.

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(ii) Search and Investigation:

There exists in the village of Bainguinim within the limits of Village Panchayat of Bainguinim, Taluka and Sub-District of Tiswadi (Ilhas), District of North Goa in the State of Goa, the land denominated "PREDIO OITEIRO BONOTO" or "BONBO" also known as "BONDABO", which land as a whole is described in the Land Registration Office of Ilhas Judicial Division under Description No. 17021 at page 53 of Book B No. 45 of New Series, enrolled for the purposes of erstwhile Portuguese Land Revenue Kote in seven divisions being Matriz Nos. 159 to 165 pertaining to the village of Bainguinim in Tiswadi (Ilhas) Taluka Revenue Office and bounded as under:

- East: by the road which proceeds from the gate of fortress of Moula proceeds to the Arch of St. Agostinho;
- West: by hilly way which proceeds to the Church of Our Lady of Santana;
- North: by hillside way which proceeds to the Church of Our Lady of Santana; and
- South: by the wall of the fortress.

That the above referred entire land was surveyed under the Portuguese Cadastral Survey No. 41 of the village of Bainguinim.

That the above referred land is hereinafter referred to as "The Bigger Property" for the sake of brevity and convenience.

That with effect from 17/01/1936 half (½) of the bigger property was inscribed in favour of one Vencatexa Visvonata Camotim, one Ananda Visvonata Camotim and

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Vassudeva Visvonata Camotim under Inscription No. 10037 of Book G, No. 18, for having purchased the same half ($\frac{1}{2}$) from one Jovina da Costa, a spinster vide the Public Deed dated 2/1/1936, drawn by the Notary of Ilhas Judicial Division, Mr. Socrates Da Costa, at page 94 of his Notarial Book No. 306.

That the remaining half ($\frac{1}{2}$) share of the said bigger property stood inscribed in the name of Maria Ilda Amanda Botelho Da Costa, being wife of Carmo Gregorio de Souza on account of allotment made in her favour in the Orphanological Inventory Proceedings conducted by the First Office of the Civil Court of Ilhas, upon death of her father Bernardo Jose Da Costa, vide Inscription No. 24420 of Book G, No. 38 dated 29/04/1960.

That with effect from 7/2/1945, $\frac{1}{7}$ th part of $\frac{2}{3}$ rd parts of the half of the bigger property was inscribed in favour of one Rosario Souza under Inscription No. 16325 of Book G, No. 28 for having purchased such part from one Vencatexa Visvonata Camotim and Ananda alias Ananda Visvonata Camotim vide Public Deed dated 20/10/1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates Da Costa, at page 95(v) of his Notarial Book No. 381.

That with effect from 7/2/1945, $\frac{1}{7}$ th part of $\frac{2}{3}$ rd parts of the half of the bigger property was inscribed in favour of one Salvador Souza under Inscription No. 16326 of Book G, No. 28 for having purchased such part from one Vencatexa Visvonata Camotim and Ananda alias Ananda Visvonata Camotim vide the same Public Deed dated 20/10/1944 drawn by the Notary of Ilhas Judicial

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Division, Mr. Socrates Da Costa, at page 95(v) of his Notarial Book No. 381.

That with effect from 7/2/1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Goncalo Souza under Inscription No. 16327 of Book G, No. 28 for having purchased such part from one Vencatexa Visvonata Camotim and Ananda alias Ananda Visvonata Camotim vide the same Public Deed dated 20/10/1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates Da Costa, at page 95(v) of his Notarial Book No. 381.

That with effect from 7/2/1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Antonio Francisco Souza under Inscription No. 16328 of Book G, No. 28 for having purchased such part from one Vencatexa Visvonata Camotim and Ananda alias Ananda Visvonata Camotim vide the same Public Deed dated 20/10/1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates Da Costa, at page 95(v) of his Notarial Book No. 381.

That with effect from 7/2/1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Francisco Souza under Inscription No. 16329 of Book G, No. 28 for having purchased such part from one Vencatexa Visvonata Camotim and Ananda alias Ananda Visvonata Camotim vide the same Public Deed dated 20/10/1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates Da Costa, at page 95(v) of his Notarial Book No. 381.

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That with effect from 7/2/1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Simao Souza under Inscription No. 16330 of Book G, No. 28 for having purchased such part from one Vencatexa Visvonata Camotim and Ananda alias Ananda Visvonata Camotim vide the same Public Deed dated 20/10/1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates Da Costa, at page 95(v) of his Notarial Book No. 381.

That with effect from 7/2/1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Jose Caitano Souza under Inscription No. 16331 of Book G, No. 28 for having purchased such part from one Vencatexa Visvonata Camotim and Ananda alias Ananda Visvonata Camotim vide the same Public Deed dated 20/10/1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates Da Costa, at page 95(v) of his Notarial Book No. 381.

That the above said owner of the 1/7th part of 2/3rd parts of the half of the bigger property by name Rozario Souza also known as Rozario de Souza, was married to one Mrs. Carmelina Rozario Souza and upon death of the said Carmelina Rozario Souza, her husband i.e. the said Rozario de Souza initiated Orphanological Inventory Proceedings No. 1373 in the year 1945 in the Court of Judicial Division of Ilhas.

That pending disposal of the said Inventory Proceedings, the said owner Mr. Rozario Souza expired on 15/4/1925.

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That in the said Inventory Proceedings, the 1/7th part of 2/3rd parts of the half (½) share was described under Item No. 4 and vide Final Order dated 15/11/1961 it was finally allotted in the following manner:

Sr. No.	Name of Allottee	Ideal Share Allotted
1.	Mrs. Putem Pereira alias Subodri Pereira (widow)	1/2
2.	Mrs. Xeuntu Saldanha married to Ladu Borges	1/12
3.	Mrs. Xeuntu Souza married to Joao Saldanha	1/12
4.	Mrs. Amrutem Souza married to Narana Fernandes	1/12
5.	Mr. Roulu Souza	1/12
6.	Ms. Rada Souza	1/12
7.	Mrs. Durguem Souza	1/12

That the other owner of the 1/7th part of 2/3rd parts of the half (½) share of the bigger property, namely Mr. Simao Souza expired on 9/4/1958 and upon his death, Mrs. Vimola Saldanha initiated Orphanological Inventory Proceedings No. 8/1958 before the Court of Judicial Division of Ilhas wherein the said part was described under Item No. 3 and allotted vide Final Order dated 28/09/1960 to the following persons:

Sr. No.	Name of Allottee	Ideal Share Allotted
1.	Mr. Gurnata Souza	43/56
2.	Mr. Tulxidas Souza	11/56
3.	Mrs. Vimola Saldanha (widow)	1/28

That from the Deed of Partition dated 02/07/1974, duly registered in the Office of the Sub-Registrar of Ilhas under No. 482, at pages 54 to 65, of Book No. 1, Volume No. 86, dated 23/08/1974, it is seen that the said Deed has been executed by the above mentioned successors of the part owner Mr. Rozario Souza, the said part owner, Mr. Salvador Souza, the said part owner Mr. Gonsalo

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Souza, the said part owner Mr. Antonio Francisco Souza, the widow and successors of the part owner Mr. Francisco Souza, the successors of the part owner Mr. Joaquim Jose Fernandes and successors of the part owner Mr. Simao Souza along with one Vassudeva Visvonata Camotim along with his wife, and one Carmo Gregorio de Souza along with his wife, Maria Ilda Amanda Botelho da Costa alias Maria Ilda Amalda Botelho da Costa or even Maria Ilda de Souza, it is observed that the bigger property was originally owned by one Bernardo Jose da Costa and in the Inventory Proceedings instituted upon his death, the bigger property was allotted in equal shares to his two daughters by names (i) Jovina da Costa (who has sold her half share in the bigger property vide the Public Deed dated 02/01/1936 to Vencatexa Visvonata Camotim, Ananda Visvonata Camotim and Vassudeva Visvonata Camotim) and (ii) Maria Ilda Amanda Botelho da Costa alias Maria Ilda de Souza or Maria Ilda Amanda da Costa who along with her husband is a party to the said Deed of Partition.

That in the said Deed of Partition the bigger land was mutually partitioned into three Plots, being Plot No. 1 of an area of 2,43,368 sq. mts. , the Plot No. 2 of an area of 1,21,684 sq. mts. and the Plot No. 3 of an area of 3,65,055 sq. mts. and in the said Deed of Partition, the Plot No. 3 was allotted exclusively to the said Maria Ilda Amanda Botelho da Costa alias Maria Ilda Amanda da Costa or Maria Ilda de Souza and her husband Mr. Carmo Gregorio de Souza, the Plot No. 2 was allotted to the said Mr. Vassudeva Visvonata Camotim and his wife Ratnabai Vassudeva Camotim and the Plot No. 1 was allotted to (i) Mrs. Subodri Souza Pereira (widow), (ii) Mrs. Xeuntu Souza and her husband Mr.

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Joao Saldanha, (iii) Mr. Joao Saldanha (son of Andre Saldanha), (iv) Mrs. Xeuntu Saldanha and her husband, Mr. Ladu Borges, (v) Mrs. Amruteu Souza and her husband Narana Fernandes, (vi) Mr. Roulu Souza (bachelor), (vii) Mrs. Rada Souza and her husband Mr. Narcinva Penchilaia Udguie, (viii) Mrs. Durquem Souza and her husband Mr. Visnum Fernandes, (ix) Mr. Salvador Souza (widower), (x) Mr. Gonsalo Souza (widower), (xi) Mr. Antonio Francisco Souza and his wife Mrs. Severina Fernandes, (xii) Mrs. Maria Fernandes (widow of Francisco Borges), (xiii) Mrs. Venu Souza (widow of Andre Saldanha), (xiv) Mr. Vital Souza and his wife Mrs. Cuxali Souza, (xv) Mrs. Quessor Souza and her husband Mr. Gopala Fernandes, (xvi) Mr. Gopala Souza and his wife Mrs. Xantu Fernandes, (xvii) Mr. Madu Souza and his wife Lila Berges, (xviii) Mr. Visvonata Souza and his wife Mrs. Vilaxi Saldanha), (xix) Mrs. Sumati Souza and her husband Mr. Pandu Sa, (xx) Mrs. Socu Souza and her husband Mr. Catarama Fernandes, (xxi) Mr. Babusso Souza (bachelor), (xxii) Mrs. Vimol Saldanha (widow of Simao Souza), (xxiii) Mrs. Seuntu Fernandes (widow of Joao Caetano Souza), (xxiv) Mr. Ananda Souza and his wife Mrs. Anunsuia Souza and (xxv) Mrs. Abolem Souza married to Mr. Molu Fernandes.

That the owner of the $1/7^{\text{th}}$ part of $2/3^{\text{rd}}$ parts of the half (4) share of the bigger property, viz Antonio Francisco Souza who has become a co-owner of Plot No. 3 of the bigger property by virtue of said Deed of Partition dated 2/7/1974 expired on 2/7/1975 and upon his death, his widow Mrs. Severina Fernandes instituted Inventory Proceedings No. 50/1981 in the Court of the Civil Judge Senior Division at Panaji, in which it is declared that the said late Mr. Antonio Francisco left

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behind him his said widow and moiety sharer, Mrs. Severina Fernandes and as his heir, he only left behind his brother Mr. Gonsalo Souza (a widower).

That vide the Deed of Sale dated 16/05/1988 duly registered in the Office of the Sub-Registrar of Ilhas under No. 26/90, in Book I, Volume No. 68, on 19/01/1990, the co-owners of the said Plot No. 1 viz Mrs. Vimol Saldanha, Mr. Tulsidas Souza and his wife Mrs. Shali D'Souza sold their share in the Plot No. 1 of the bigger property defining such share as 1/7th right thereto in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.

That vide the Deed of Sale dated 11/10/1988 duly registered in the Office of the Sub-Registrar of Ilhas under No. 768/89, in Book I, Volume No. 61, on 14/10/1989, the co-owners of the said Plot No. 1 viz Mrs. Subodri Souza, Mrs. Durga Souza, Mr. Vishnu Fernandes, Mrs. Radha Souza and Mr. Narcinva P. Udaigir sold their share in the Plot No. 1 of the bigger property in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.

That vide the Deed of Sale dated 10/11/1988 duly registered in the Office of the Sub-Registrar of Ilhas under No. 1536/90, in Book I, Volume No. 114, on 23/11/1990, the co-owners of the said Plot No. 1 viz Mr. Gonsalo Souza, Mr. Uttam Souza, Mrs. Vassanti Souza, Mrs. Ganga de Souza, sold their share in the Plot No. 1 of the bigger property defining such share as 4/7th right thereto in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.

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That vide the Deed of Sale dated 19/11/1988 duly registered in the Office of the Sub-Registrar of Ilhas under No. 872, in Book I, Volume No. 85, on 28/11/1989, the co-owners of the said Plot No. 1 viz Mr. Roulu Souza and his wife Mrs. Rajani Souza, sold their share in the Plot No. 1 of the bigger property in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.

That vide the Deed of Sale dated 13/02/1990 duly registered in the Office of the Sub-Registrar of Ilhas under No. 1405/90, in Book I, Volume No. 110, on 05/11/1990, the co-owners of the said Plot No. 1 viz. Mr. Vithal Souza and his wife Mrs. Cuxali Vithal Souza, Mr. Gopal Souza (widower), Mr. Madu Souza and his wife Lila Souza, Mr. Visvonata Souza and his wife Mrs. Vilasini Souza, Mr. Babusso Souza and his wife Mrs. Aboleu Souza, Mrs. Venu alias Albina Souza alias Venu Saldanha Souza, Mrs. Kensor Souza alias Kensor Fernandes and her husband Mr. Gopal Fernandes, Mrs. Somati Sa and her husband Mr. Pandu Sa, Mrs. Socu Fernandes and her husband Mr. Dattaram Fernandes, Mrs. Quensor Saldanha (widow), Mrs. Tulsi Saldanha alias Tulsi Andrade and her husband Mr. Arjun Andrade, Mrs. Champu Fernandes and her husband Mr. Loximona Fernandes, Mrs. Socu Canconcar and her husband Mr. Narana Canconcar, Mr. Hiralal Souza and Mr. Popat Souza, sold their share in the Plot No. 1 of the bigger property defining such share as 1/7th right thereto in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.

That vide the Deed of Sale dated 18/03/1990 duly registered in the Office of the Sub-Registrar of Ilhas under No. 1520/90, in Book I, Volume No. 113, on

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27/11/1990, the co-owners of the said Plot No. 1 viz. Mrs. Shevtu Souza, Mrs. Shevtu Saldanha, Mr. Naraina Fernandes (widower) and the heirs of his wife Mrs. Amrutem Fernandes by names Mr. Atmara Naraina Fernandes and his wife Mrs. Shanti Atmaram Fernandes, Mr. Ashok Fernandes, Mr. Anand Fernandes, Mr. Arun Fernandes and Miss Prarthana Fernandes, sold their share in the Plot No. 1 of the bigger property defining such share as $3/12^{\text{th}}$ part of $1/7^{\text{th}}$ right thereto in favour of M/s Good Earth Real Estate & Developers Pvt. Ltd.

That vide the Deed of Sale dated 28/02/1994 duly registered in the Office of the Sub-Registrar of Ilhas under No. 798/94, at pages 390 to 475 in Book I, Volume No. 300, on 15/06/1994, M/s Good Earth Real Estate & Developers Pvt. Ltd. claiming to be the owners in possession of $2/3^{\text{rd}}$ parts of the half of the bigger property sold to (i) Mr. Francisco Menezes, (ii) Mr. Arnaldo Menezes, (iii) Mr. Thomas Menezes, (iv) Mr. Elliot Menezes and (v) Mr. Luis Filipe Menezes and area of 56,066 sq. mts. out of the said Plot No. 1 of the bigger property, being an area of 56,950 sq. mts. from Survey No. 20/3 and an area of 9,116 sq. mts. from Survey No. 22/1 and such area being bounded:

On the East:	by Plot No. 2 of the bigger property owned Vasudeva V. Camotim and his wife;
On the West:	by the remaining portion of the said Plot No. 1 of the bigger property bearing Survey Nos. 22/1 and 21/2;
On the North:	by the remaining portion of Plot No. 1 bearing survey No. 21/2; and
On the South:	by wall of the old Fort of Goa.

That in the above mentioned Deed of Sale dated 28/02/1994 duly registered in the Office of the Sub-

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Registrar of Ilhas under No. 798/94, at pages 390 to 475 in Book I, Volume No. 300, on 15/06/1994, recitals have been made at the instance of M/s Good Earth Real Estate & Developers Pvt. Ltd. under the Land Acquisition Proceedings No. 10/140/53/LAO/Panaji the Government has acquired 525 sq. mts. of the said Plot No. 1 of the bigger property out of Survey No. 22/1 and further an area of 5,275 sq. mts. of the said Plot No. 1 of the bigger property from Survey No. 20/3 and that M/s Good Earth Real Estate & Developers Pvt. Ltd. have sub-divided the remaining land in the said Plot No. 1 of the bigger property into 448 Plots after making provision for open spaces and internal road, after obtaining from the Planning and Development Authority permission under letter No. PDA/T/ 6163/2067/85 and the Plans approved thereunder, and that an area of 15,150 sq. mts. in the form of 42 plots have been sold by M/s Good Earth Real Estate & Developers Pvt. Ltd. to various individuals by executing the Sale Deeds and such area pertains to Survey No. 20/3.

That vide Deed of Rectification dated 28/02/2006, duly registered in the Office of Sub-Registrar of Ilhas under No. 733 at pages 60 to 76 of Book I Vol. 1612 on 08/03/2006, the above mentioned Deed of Sale dated 28/02/1994, was rectified between the parties thereto wherein it is clarified that the area acquired by the Government is actually 525 sq. mts. from Survey No. 22/1 and 2,491 sq. mts. from Survey No. 20/3.

That vide another Deed of Rectification dated 09/08/2006 duly registered in the Office of Sub-Registrar of Ilhas under No. 2196 at pages 556 to 581 of Book No. I Vol. 1676 on 18/08/2006, the same Deed of

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Sale dated 28/02/1994, was further rectified by the parties thereto clarifying that the land actually sold under the said Deed of Sale dated 28/02/1994 is actually the total area of 66,666 sq. mts. being an area of 59,732 sq. mts. in Survey no. 20/3 and further area of 6,934 sq. mts. from Survey No. 21/2 and not from Survey No. 22/1 as wrongly mentioned in the said Deed of Sale dated 28/02/1994.

That vide the Deed of Conveyance dated 07/05/1994, duly registered in the Office of Sub-Registrar of Ilhas under No. 1288 at pages 550 to 574 of Book No. I Vol. 138 on 04/08/1994, M/s Good Earth Real Estate & Developers Pvt. Ltd. sold to M/s Machado Investment & Finance Pvt. Ltd. and area of 5,650 sq. mts. which area falls outside the area sold to Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes under the above mentioned Deed of Sale dated 28/02/1994, duly rectified by the above mentioned Deeds of Rectification dated 28/02/2006 and 09/08/2006.

That under the Agreement of Sale dated 31/10/2006, duly registered in the Office of Sub-Registrar of Ilhas under No. 2931 at pages 61 to 122 of Book No. I Vol. 1709 on 07/11/2006, the said Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes along with their respective wives agreed to sell to Mr. Rajendra Prasad Singla, late husband of the Seller Mrs. Kailash Singla, a total area of 66,666 sq. mts. which was purchased by them being an area of 59,732 sq. mts. forming part of Survey no. 20/3 and an area of 6,934 sq. mts. forming part of Survey No. 21/2.

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That vide the Deed of Sale dated 24/11/2006 duly registered in the Office of Sub-Registrar of Ilhas under No. 3168 at pages 1 to 51 of Book No. I Vol. 7023 on 29/11/2006, the said Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes along with their respective wives sold to the said Mr. Rajendra Prasad Singla late husband of the Seller Mrs. Kailash Singla, the said area of 66,666 sq. mts. i.e. an area of 59,732 sq. mts. forming part of Survey no. 20/3 and an area of 6,934 sq. mts. forming part of Survey No. 21/2, which was purchased by them from M/s Good Earth Real Estate & Developers Pvt. Ltd., as stated above.

That from the up to date Survey Plan of the area, it is seen that there is a road passing in the east-west direction through the said land bearing survey No. 20/3 which separates the land bearing No. 21/2 and northern part of the said Survey No. 20/3 from the remaining part i.e. southern part of the said Survey No. 20/3 and such northern part of Survey No. 20/3 has been separately surveyed under Survey No. 20/3-B, such road is surveyed under No. 20/3 and the southern part is surveyed under Nos. 20/3-A and 20/3-A-1 such area of new Survey No. 20/3-A-1 being the area acquired by the Government for Corporation of the City of Panaji, vide Award dated 13/11/2008 passed by the Dy. Collector (REV) & Land Acquisition Officer at Panaji in Land Acquisition Case No. XVI/5/DC(REV)/ 2006 the Government of Goa, and such land under new Survey No. 20/3-A-1 is now recorded in Form No. I & XIV in the name of the Commissioner/Administrator of Corporation of City of Panaji and the remaining area of old Survey No. 20/3

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which now bears new Survey Nos. 20/3-A & 20/3-B are both recorded in Form No. I & XIV in the names of Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes as the Occupants thereof, and from whom the said Mr. Rajendra Prasad Singla, late husband of the Seller Mrs. Kailash Singla has purchased the same as stated above.

That on account of such devolution, making of a road and land acquisition by Government, the Seller Mrs. Kailash Singla owns a total area of 52,117 sq. mts. out of the total 66,666 sq. mts. purchased by her and such area now owned by her comprises of total area of present Survey No. 20/3-A being 32,893 sq. mts., total area of present Survey No. 20/3-B being 12,290 sq. mts. and the distinct and separated southernmost part of land surveyed under No. 21/2 comprising of an area of 6,934 sq. mts. which areas are shown with green boundary lines in the Plan-I annexed hereto and forming part hereof and which area is intercepted by the above mentioned road made by the Public Works Department of Government of Goa and separately surveyed under new Survey No. 20/3.

That vide Agreement of Sale dated 24.04.2013, duly registered in the Office of the Sub-Registrar of Ilhas at Panaji, under Registration No. PNJ-BK1-01266-2013, CD No. PNJD22, on 15/04/2013, the Seller Mrs. Kailash Singla along with her late husband Mr. Rajendra Prasad Singla agreed to sell to the Purchaser and the Purchaser M/s Manglam Build Developers Limited agreed to purchase an area of 52,117 sq. mts. which is fully described in the Schedule hereto and demarcated by red hatched lines in the Plan-I annexed hereto and forming



integral part hereof for total consideration of Rs. 30,00,00,000/- (Rupees Thirty Crores only).

That upon the execution of the said Agreement of Sale dated 24.04.2013, the husband of the Seller, Mr. Rajendra Prasad Singla expired on 23/06/2013 leaving behind him his widow and moiety sharer, the Seller and six children as the only successors as declared by Deed of Succession drawn before the Substitute Notary Ex-officio of Canacona on 06/08/2013 records at pages 48 to 50 reverse of Notarial Book for Deeds No. 37.

That all the six children of late Rajendra Prasad Singla have relinquished all their illiquid and unascertained rights in the estate left by their father in favour of the mother i.e. the Seller vide Deed of Relinquishment dated 04/07/2013 recorded at folio 27v to 28v of Deeds Book No. 1590 and Deed of Relinquishment dated 15/07/2013 recorded at folio 13 to 14 of Deeds Book No. 37.

That thus the Seller Mrs. Kailash Singla became the exclusive owner in possession of the said property.

That the Seller Mrs. Kailash Singla at her expense and cost has obtained following permissions for the construction of the proposed Residential/ Commercial Project in the said property from various concerned Departments/Licensing Authorities:

- a) Technical Clearance Order under Ref. No. TIS/7157/BAI/TCP/11 dated 16-12-2011 in respect of property surveyed under Survey No. 21/2 (Part) of village Bainguinim, issued by the Town

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Planner, Town and Country Planning Department,
Tiswadi Taluka Office, Panaji, Goa.

- b) Technical Clearance Order under Ref. No. TIS/7158/BAI/TCP/11 dated 16-12-2011 in respect of property surveyed under Survey No. 20/3-A of village Bainguinim, issued by the Town Planner, Town and Country Planning Department, Tiswadi Taluka Office, Panaji, Goa.
- c) Technical Clearance Order under Ref. No. TIS/7159/BAI/TCP/11 dated 16-12-2011 in respect of property surveyed under Survey No. 20/3-B of village Bainguinim, issued by the Town Planner, Town and Country Planning Department, Tiswadi Taluka Office, Panaji, Goa.
- d) NOC issued by Executive Engineer-III, under Reference No. 1/1/12-13/PHE/ADM/111 dated 01-10-2012 for the proposed construction site and permission to take access in Survey No. 20/3-A, 20/3-B and 21/2.
- e) Permit No. 212/2012 dated 02-04-2012 for sinking well under Section 5(4) of the Goa Ground Water Regulation Act 2002 for bore well issued by Ground Water Officer, Executive Engineer, Works Division-I, Water Resources Department, Panaji, Goa.
- f) Power Availability certificate under Ref. No. AE/COR/SD.I(R)/TECH-26/1706 dated 29-12-2011, issued by Asst. Executive Engineer Elect. Sub Div. I (R), Panaji.
- g) Environmental Clearance issued by Goa - SEIAA.

That the Purchaser, M/s Manglam Build Developers Limited has now requested the Seller Mrs. Kailash Singla to complete the sale by executing the present

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Deed and the Seller Mrs. Kailash Singla has agreed for the same.

That vide Deed of Sale dated 11.10.2013, duly registered in the Office of the Sub-Registrar of Ilhas at Panaji, under Registration No. PNJ-BK1-02768-2013, CD No. PNJD25, on 15/10/2013, the Seller Mrs. Kailash Singla has completed the sale of the property admeasuring 52,117 sq. mts. in favour of M/s Manglam Build Developers Limited upon receipt of total sale consideration of Rs. 30,00,00,000/- (Rupees Thirty Crores only).

That the name of the company M/s Manglam Build Developers Limited is now recorded in Form No. I & XIV in respect of Survey No. 21/2, 20/3-A and 20/3-B in the "Name of the Occupant" column.

I therefore hold that M/s Manglam Build Developers Limited, hold valid, clear and marketable title in respect of the said property situated in Village Bainguinim, admeasuring an area of 52,117 sq. mts. sq. mts. in the bigger property known as "BONOTO".

iii) Whether the property is ancestral and/or under joint ownership

The said property is not ancestral property of M/s Manglam Build Developers Limited. The said plot admeasuring 52,117 square meters, situated in Village Bainguinim is purchased from the Seller Mrs. Kailash Singla.

iv) Minor's delinquent unsound, untraced person's interest

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There are no minor's delinquent unsound, untraced person's interest in the property in question.

v) Documents pending for registration

No.

4. Whether urban Land (Ceiling and Regulation) Act 1976 is applicable in 'State where the property is located.

The urban Land (Ceiling and Regulation) Act 1976 is not applicable in State of Goa where the plot is located.

5. Whether the property is acquired under the Land Acquisition Act, 1894 and applicability of order state Legislations.

There are no Land Acquisition proceedings pending in respect of the said property/plot under the Land Acquisition Act 1894. The other state Legislation does not come in the way of Land Development.

6. Leasehold immovable property (where land/building is leasehold, please verify the terms of lease, whether any permission/NOC. From the Lessors/competent authority is required for creation of Mortgage of such leasehold property and advise the precaution to be taken obtaining such property in Mortgage.

The property in question is a private property and is free hold.

7. Investigation under Income Tax Act 1961.

There are no proceedings pending under the Income Tax Act 1961. However it is advisable to obtain an Affidavit to that effect that the parties have filed their up-to-date returns of Tax prior to the creation of Mortgage.

8. Investigation in regard to agricultural Land

The property in question is already converted to non agricultural purpose.

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9. The details of the certified copies of the revenue records obtained to confirm that the property in question has been mutated and no dues are outstanding against the Mortgagor.

The property is registered in Land Registration Office of Ilhas under Matriz Nos. 159 to 165.

10. Any other special enactment which is applicable to the property proposed to be Mortgaged and affects the Title.

No special enactment is applicable to the property proposed to be Mortgaged.

11. If it is a property owned by the company the additional safeguards like search before the Registrar of companies to be obtained be stated.

The property Mortgaged is owned by M/s Manglam Build Developers Limited which is a Limited Company and therefore search is required from the records of Registrar of Companies at Jaipur, State of Rajasthan.

12. Whether documents given as chain of title deeds inspire any doubt/suspicion. Is it curable-how?

The documents submitted furnish proper chain of Title to the Title of the property.

13. Reason as to why equitable mortgage is not being created with the branch, where the property is situated?

Equitable mortgage in respect of the said plot in question is possible as the said plot admeasuring an area of 52,117 Sq. mts, is purchased from Mrs. Kailash Singla and now belongs to M/s Manglam Build Developers Limited vide Deed of Sale dated 11/10/2013 along with Form I & XIV of record of rights in respect of the said plot in question.

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14. Whether any bar to create mortgage as in case of agricultural land in Delhi? Any CLU/house tax/notification of land vesting in municipal authority?

The property in question is a private property and is converted for non agricultural use. There is no impediment for Registration for either equitable or Registered Mortgage.

15. Whether any restriction on sale of property? e.g. J & K, Uttaranchal & HP etc.

There is no restriction for sale of the property proposed for Mortgage in the state of Goa.

16. Whether any approvals/clearances required or obtained, detail?

Necessary approvals for sub division and construction have been obtained. Necessary permissions have been obtained from the Village Panchayat of Bainquinim for construction of buildings/flats. The property is in settlement zone in Regional plan for Goa 2021. There is no need for obtaining NOC under section 49 (6) of Goa Daman and Diu Town and Country Planning Act in view of the recent amendment to Goa, Daman and Diu Town and Country Planning Act.

The following documents in addition to documents mentioned in chain of documents in original as well as copies as the case may be along with additional documents mentioned above. Varying from case to case may also be obtained of the title deeds (varying from case to case).

1. House Tax Assessment order pertaining to property to be Mortgaged.
2. Site Plan (Sanctioned).

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3. House Tax Receipt pertaining to properties to be Mortgaged
4. Self assessments return form.
5. Electricity/water Bill.
6. Copy of PAN card/Driving License/Passport, etc.
7. Income Tax Returns.

17. Affidavit of Mortgage as to how he/she is connected with the account in which he/she is furnishing his/her property as security.

The Xerox copies of the relevant documents have been supplied by the Party. The originals of the said documents should be obtained from the Party concerned prior to the disbursal of loan.

18. In case property of builders, in addition to the CPA/SPA, Collaboration/ Builders Agreement, the PAN NO. & ITCC of builder his history copy of some registered documents and endorsement on the original Sale Deed (if retained by original owner/builder) be made. If possible so that previous document even if retained by the owner/builder cannot be misused.

The Original Deed of Sale to be taken on record by the Bank, before disbursal of the loan.

19. In case the property to be Mortgaged is related to the company, then relevant resolutions along with copy of the minutes, MOA/AOA and ROC record may be obtained.

The Plot is owned by a Limited Company hence Equitable mortgage in respect of the said plot in question is possible as the said plot admeasuring an area of 52,117 Sq. mts, forming part of the bigger property known as "BONOTO", within the limits of Village Panchayat of Bainguinim, Taluka and Sub-District of Tiswadi, North Goa, State of Goa, was purchased from Mrs. Kailash Singla and now belongs to M/s Manglam Build Developers Limited, through its

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authorized representative Mr. Avinash Poonia, by Deed of Sale dated 11/10/2013. The Certified copy of the Resolution passed in 2013 in its meeting held at Jaipur, State of Rajasthan duly certified by the Company Secretary/Director of the Company has to be obtained by the Bank prior to the disbursal of loan.

20. In any case, wherever the previous original title deed is missing or retained by earlier owner, the original title deed be seen and endorsed or an affidavit be obtained from the person retaining the original deeds, that he will misuse it.

No documents are missing in respect of previous original title deed. However, original Deeds of the Seller in respect of the said property have to be obtained from the previous owner.

21. Affidavit that Mortgagor deposited title deeds with intention has Deposited all documents, would not misuse any document to detriment of bank etc. may also be obtained.

The Xerox copies of the relevant documents have been supplied by the party. The originals of the said documents should be obtained from the party concerned prior to the disbursal of loan.

22. The stamp duty payable on oral Assent (if applicable).

There are no oral agreements. The stamp duty is already paid on the documents executed before the concerned Sub-Registrar.

23. NOC/No Dues Certificate from Lessor/land authority.

No dues certificate has to be obtained from the Revenue authorities/ Mamlatdar of Tiswadi, Panaji.

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24. In case of leasehold property, the remaining period of lease, any provision for further renewal of lease etc. shall be specifically mentioned.

The property in question is free hold and hence is not subject to terms and conditions of any lease agreement. There is no Leasehold property in the present case.

25. In case of HUF/Trust, appropriate affidavit be obtained & further necessary documents be also obtained. In case of Trust properties, it should also be mentioned whether permission from charity commissioner or any other competent authority is required to be obtained.

The property is owned by a Limited Company.

26. In case of flat belonging to cooperative Housing Society, necessary further documents i.e share certificate, No objection certificate from society after verifying the related records and receipt for the payment of up to date dues to the society be obtained.

The plot in question is owned by a Limited Company.

27. Since Central Registry u/s 20 of the SARFAESI Act has been created and notification No.F-56/5/2007-BO-11 dated 31st March 2011 has been issued, inspection of records of central register through the website of the central Registry shall also be made by the advocate concerned and the same shall be stated in the opinion.

Necessary procedure as required under the Act is being followed.

28. The Vendor hereby declares that the said plot is not owned by Scheduled caste or Schedule Tribes. The said declaration is given as per Notification RD/LND/LRC/318/77 dated 24/8/1978.

CERTIFICATE

I herby certify that I have personally visited the office of Registrar/Sub-Registrar and Notary Ex-officio, Tiswadi, Panjim Municipal Council, Panaji, Department of Archives &

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Archaeology, Panaji, Directorate of Settlement and Land Records, Panaji, North Goa Planning and Development Authority, Office of Deputy Collector & SDO, Sub-Division Panaji, Goa, and also searched the records of Central Registry created under section 20 of the SARFAESI Act, 2002 and personally searched and verified the information furnished in this report. I have compared the Deed of Sale dated 11/10/2013 given to me with the copy of it available in the office of Sub-Registrar of Tiswadi, and have found that both are tallying with each other. I also certify that the title deeds in respect of the captioned properties are genuine, original and properly executed. The statement and other information given in the report are correct and true. I certify that M/s Manglam Build Developers Limited hold valid, clear, absolute and marketable title over the property shown above. If Mr. Avinash Poonia, son of Mr. I. S. Poonia, aged 28 years, married, service, representing M/s Manglam Build Developers Limited, personally present (along with Pan Card and identity proof) of the Purchaser along with Pan Card No. AAFCM48620, belonging to the Company, Indian National, resident of Plot No. 54, Karle River Ville, Poolwado, Benaulim, Salcete, Goa, and deposits the title deed in original or as mentioned in Schedule along with documents mentioned hereunder, with intention to create Equitable Mortgage, it will satisfy the requirements of creation of Equitable Mortgage. The following persons should be present personally (along with identity proof) to deposit the original title deeds with your Bank/Branch for creation of equitable mortgage.

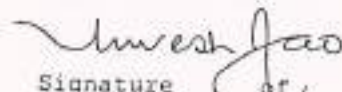
The following documents shall be obtained at the time of creation of mortgage:

1. Nil Encumbrance certificate issued by Sub-Registrar of Ilhas in favour of M/s Manglam Build Developers Limited (Original)
2. Agreement of Sale dated 24/04/2013(original)
3. Agreement of Sale dated 31/10/2006.
4. Deed of Sale dated 11/10/2013.

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5. Deed of Sale dated 24/11/2006
6. Form I & XIV of Survey No. 20/3-A (original)
7. Form I & XIV of Survey No. 20/3-B (original)
8. Form I & XIV of Survey No. 21/2 (original)
9. Survey Plan (certified copy)
10. Matrix Certificate Nos. 159 to 165 issued by the Mamlatdar of Panaji. (Certified True copy)
11. Technical Clearance Order No. TIS/7157/BAI/TCP/11 dated 16-12-2011.
12. Technical Clearance Order No. TIS/7158/BAI/TCP/11 dated 16-12-2011.
13. Technical Clearance Order No. TIS/7159/BAI/TCP/11 dated 16-12-2011.
14. NOC issued by Executive Engineer-III, No. 1/1/12-13/PHE/ADM/111 dated 01-10-2012 for the proposed construction site and permission to take access in Survey No. 20/3-A, 20/3-B and 21/2.
15. Permit No. 212/2012 dated 02-04-2012 for sinking well.
16. Power Availability certificate under Ref. No. AE/COR/SD.I(R)/TECH-26/1706 dated 29-12-2011, issued by Asst. Executive Engineer Elect. Sub Div. I(R), Panaji.
17. Environmental Clearance issued by Goa - SEIAA

Yours faithfully,


Signature of the
empanelled Advocate

Place: Panaji-Goa

Date: 11/09/2014

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