

UMESH RAO & ASSOCIATES

ADVOCATES

OFF: 1B, Happy Home, St. Inez, Panaji - Goa.
☎: 0832 - 2224989 | 0823 - 2461351 Mob.: 9890708672 | 9284240083 | 9405939496
E-mail: umeshd.rao@gmail.com

Umesh Rao

TITLE SEARCH & SCRUTINY REPORT (To be issued on the Letter head of the Advocate)

To,
Indian Bank,
Parliament Street Branch,
Ground Floor, 17 Parliament Street,
New Delhi-110001.

Sub: Title Search & Legal Scrutiny Report with respect of Property surveyed under survey No. 212 sub division No. 12-A Assagao Bardez Goa, owned by Lilah Project Reality two LLP, now know as KAVA GREEN LLP having registered office at K-28, Green Park Extension, Delhi-110016.

Ref: Your letter dated 25/08/2025

Dear Sir,

As per, your instruction I Advocate Umesh D. Rao have conducted the Legal Scrutiny of the aforesaid property and investigated the Title of M/s KAVA GREEN LLP previously known as Lilah Project having registered office at K-28, GREEN PARK EXTENSION, Delhi 110016, over their immovable property as mentioned in the



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Schedule I & II and conducted a detailed investigation of Title and also conducted the Search of available (Search Fee receipt No. 66/16) of the Index II till..... In Sub Registrar's Office of Bardez at Mapusa Goa & property bearing survey No. 212/12- A admeasuring 3866 sq. mts. for last 30 years from 15/10/2024 with Revenue Departments to till date and submit my report as under.

Schedule-I (Land Owners Details)

Sr. No.	Particulars	Views/Comments/Opinion of the Advocate
1.	Name & Address of the Land owner (Present Owner of the immovable Property):	KAVA GREEN LLP K 28, Green Park extension New Delhi, 110016.
2.	Details & Address of the Mortgagor	K 28, Green Park extension New Delhi, 110016.
3.	Details of Sub registrar's Office, where the property is registered with along with details of registration & Area of land registered under Title Document.	Office of Civil Registrar Cum Sub Registrar of Bardez Mapusa Goa



Schedule-II

(Detailed of Immovable Property & Possession Status thereof)

Sr. No.	Particulars	Views/Comments/Opinion of the Advocate
1.	Plot No. / Land Revenue Survey Nos.Kh. No. with its area covered under Title Deed.	Plot No. 212/12-A admeasuring 3,866 sq. mts.
2.	Details address of aforesaid Land /Plot (Village, Patwari Halka No. Kasra No. Block, Municipal ward No. Tehsil, District, State, Pin Code)	Plot No. 212/12-A admeasuring 3,866 sq. mts.
3.	Area of land/Building proposed to be mortgaged.	Entire Plot of land along with residential building with 60 F. A. R.
4.	Boundaries as per Title Deed/Property documents.	North: - By properties bearing survey Nos. 212 /A, 210/27 and 210/25 of village Assagao. South-By the properties survey Nos. 212/22and 212/25 (said property 2 and 212/26 of village Assagoa) East:- By the properties bearing survey No. 212/3, 212/4, 212/6, 212/28-A of village Assagao and



		<p>West: - By properties bearing survey Nos. 212/31, 212/7, 212/8 and 212/11 of village Assagao.</p> <p>SCHEDULE II</p> <p>Plot D admeasuring 3347 forming part of the said property 1 known as BHAWATO WADO OR BOUNTA WADO OR BAUTA WADO OR PIMPLACHEM BATA Bounded as follows:</p> <p>North: By Property bearing survey No.210/25, 210/27, 212/1.</p> <p>South: By property bearing Survey No. 212/22, 212/25, 212/26.</p> <p>East; By property bearing Survey No. 212/3, 212/4, 212/6 and 212/28-A.</p> <p>West: By property bearing survey No. 212/7, 212/8, 212/11 and 212/31.</p> <p>The property known as Said property II BHAWATO WADO OR BOUNTA WADO OR BAUTA WADO OR PIMPLACHEM BATA Bounded as under:</p>
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		<p>North: By the said property I bearing survey No. 212/12, village Assagao,</p> <p>South: By public Road.</p> <p>East: By the property bearing survey No. 212/26 of village Assagao and</p> <p>West: By the property bearing survey No. 212/22 and 212/31 of village Assagao.</p> <p>The property known as Plot A admeasuring 781 sq. mts. with residential house bearing No. 516 presently admeasuring 182.15 sq. mts. and well existing thereon forming part of said property 2, presently surveyed under survey No. 212/25 admeasuring 1300 sq. mts. along with old residential house bearing No. 516 standing thereon and</p>
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		<p>bounded as under:</p> <p>North: By plot bearing No.211/12,</p> <p>South: By road</p> <p>East: By Plot B of the property bearing survey No.212/25.</p> <p>West: By property bearing survey No. 212/22.</p>
5.	Nature/Type of Land/Plot	Residential (Uncultivable area)/old settlement
6.	<p>Nature of Ownership of the Land Owner:</p> <p>a) Free Hold.</p> <ul style="list-style-type: none"> • Lease hold • Sub Lessee • License. • Undivided share/interest (with % of share interest) HUF property • Trust Property. • Title only by possession. • Any other Type (please mention the nature thereof). 	Free Hold.
7.	Who is in possession of the Property? (If possessed by the Mortgagor, state whether the Mortgagor is in unhindered	Possessed by the Mortgagor

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	Possession of the Property and if so, the Period for which he is in possession.	
8.	If possessed by the Tenants, please specify period and onerous terms of tenancy (Consent Letter/ Document to be taken from the Tenant with a view to hand over the possession by the Tenant in case of default the Borrower.	No
9.	Whether the property is accessible from Road? If yes, whether Public Road/Private Road/Right of way as easement? Whether access road/Pathway from Public Road to the property is through any other property not mortgaged to the Bank?	Yes No/Not applicable
10.	Whether SARFAESI Act is applicable on the property/land?	Yes

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Description of Documents Scrutinized & Verified

I have examined & verified the Documents as mentioned in the Schedule III attached herewith.

Schedule-III

Sr. No.	Date of Document	Name of Document	Registration Reference No. of Document with date	Whether Original Certified/True copy
1.	4 th April 2024	Deed of Sale	BRZ-I-1716-2024 dated 4/4/2024	Certified Original Copy
2.	7 th October 2024	Deed of Exchange	BRZ-I-5542-2024 dated 15/10/2024	Certified Original Copy
3.	10/06/2025	Form I & XIV		Certified Original Copy
4.	24/02/2025	Sanad	4/509/CNV/ACIII /2024/CAD3BAR 12-24-682	

Brief History of the Property and how the Owner/mortgagor has derived Title (If Possible please provide a flow chart also)

The property was partitioned in the Inventory Proceeding No. 94/2000 /A in the Court of Senior Civil Judge at Mapusa wherein Inventory Proceeding compromised between the Ms. Saira Filomena Alvares alias D'Mello retired, widow aged 70 years, and her son Alan Victor John D'Mello aged 41 years, and his wife Mrs. Shyamashree Chakravarty D'Mello between whom the properties



bearing survey No. 212/25 and 212/12 were allotted in which Mr. Alan Victor John D'Mello got as his share 3975 sq. mts. and Mrs. Saira Filomena Alvares D'Mello as 1,300 sq. mts.

The mortgagor purchased entire property admeasuring 1300 sq. mts. from Saira from which the company sold 781 sq. mts. to Mr. Alan and in exchange got 3347 sq. mts. along with 519 sq. mts thereby holding 3866 sq. mts. which plot was separately surveyed under survey No. 212/12A.

(Brief history of the properties and how the Present owner has acquired /derived the Title. In case the original title documents covering last 13 years are available, please mention the name of the Vendor who was in possession of the land /property 13 years back and also the names of the subsequent person in narrative form. If original documents corresponding to last 13 years is /are not available, then certified so as to cover a minimum period of 30 years(If space is found insufficient, please furnish information in an Additional Sheet).

- Details of Searches and Investigation and findings:

After scrutiny of the documents as mentioned in the Schedule III and searches of various records, viz., Revenue records available in the concerned Sub Registrar's Office (where property is registrable in more one Additional District Sub-Registrar (ADSR) Office, a verification is to be made in all such ADSR Offices), findings are give below:-



Sr. No.	Particulars	Views/Comments/ Opinion of the Advocate
1.	How the present Land Owner acquired Title over the Property? Whether by Purchase Gift/Partition/Release/Will/Inheritance/Allotment etc.?	It is an ancestral property.
2.	If the property has been transferred by way of Gift/Settlement Deed, whether:-	By Deed of Sale and by Deed of Exchange
2.1	The Gift /Settlement Deed is duly stamped and registered?	Deed of Sale and exchange is correctly stamped and registered.
2.2	Whether, the Gift-Settlement Deed has been duly attested by two witnesses?	Yes by two witnesses
2.3	Whether, the Gift/Settlement Deed transfers the property to Donee absolutely or under any condition?	Not Applicable
2.4	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions;	N.A.
2.5	Whether there is any restriction/legal impediment on the Donor in executing the Gift/settlement deed in question;	N.A.
2.6	Whether any life interest is reserved for the	N.A.

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	Donor or any other person and whether there is a need for any other person to join for the creating of mortgage;	
2.7.	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
2.8	What is the nature of Title of the Present Owner i.e. Tenancy Right, full ownership, occupancy right possessory right, clarify.	Full ownership and in possession
3.	If property is Lease Hold, then Tenure/ un-expired period of Lease.	N.A.
3.1	Name of the Lessor& Lessee;	N.A.
3.2	Whether Lease deed is registered lease deed, as required under State law/law?	N.A.
3.3.	Whether Terms and Conditions given in Lease deed complied with & Lease is valid and subsisting?	N.A.
3.4	Whether permission is /has been obtained by the Lessee for mortgage (Please mention the details of permission) Whether the same is required as per Lease? Effect of Not obtaining?	N.A.
3.5	Any other detrimental Clause in the Lease Deed?	No
3.6	Whether Bank can Enforce the Mortgage against the property under the provisions of respective Rent Control Acts.?	Yes

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4	If owner is Company, LLP, Partnership Firm. Trust, Temple (Nyas), Wakf or other entitles, how title is affected by its Memorandum and Article of Association, Partnership Deed of Rules of bye laws and what are the precautions to be taken compliances to be ensured under respective Deeds of Rules or by-Paws?	owner is LLP
4.1	Whether any resolution for creation of mortgage is necessary? If so, whether it was taken, give details.	Yes
4.2	Details of ROC Search with respect to Charge on Company's land.	N.A.
5	In case Ownership devolve through Partition Deed/Court Decree: i. Whether the same is registered under the Law for time being in force and Original thereof is available for deposit? ii. In case Original is not available and the Partition deed is made in more than one copy at the time of Registration duly signed by all executants, whether: * to get an affidavit/declaration from the holder of the original partition deed confirming the availability with him and the original not	N.A.

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	deposited with anybody as security over the share of the prospective mortgagor. * The shareholder or predecessor in title have been permitted to treat their copy of the partition deed as original for their share.	
6	If property to be mortgaged is a Flat/Apartment, in residential or commercial complex, how far, independent title is ensured and how the enjoyment of common area and facilities are ensured to the Flat owner (Mortgagor)?	Residential purpose land.
	What are the documents available for creating mortgage?	Deed of Sale and Deed of Exchange
	Whether Occupancy Certificate/Possession Certificate obtained by the Builder/Developer /owner from the competent authority? If no, reason thereof.	N.A.
	What are the documents/records to be taken from Builders/Developers/Owners/their bankers?	Sanad, Construction License from Panchayat Health and Sanitation.
	Status of approval obtained from Development Authority /Municipal body (Copy of Approval letter to be obtained)	Panchayat, Health & Sanitation, TCP

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	<p>Whether Purchase/Allottee is related to the Builder/Developer/Owner? If yes, nature of relationship.</p> <p>In case of purchase, whether purchaser has passed the consideration to the Builder/Developer/Owner)?</p>	N.A.
	<p>Whether allotment letter issued by the Builder/Developer/Owner has been verified from the records maintained with the Builder/Developer/Owner? Whether execution of Agreement to sale verified from Builder Developer/Owner/Registration Office, if registered?</p>	N.A.
	<p>Whether there is any other allotment letter issued or tripartite/bipartite agreement executed by the Builder/Developer/Owner in respect of same Flat? If yes details thereof.</p>	No
	<p>Reason for cancellation of earlier allotment, if any, with regard to the subject Flat. (copy of allotment records of Builder/Developer/Owner to be obtained).</p>	N.A.
	<p>Whether any other Agreement to sale has been executed by Builder/Developer/Owner in respect of property?</p>	No

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7	In case of Inherited property, whether the Family genealogy ascertained and floor of Title considered in the light of genealogy bearing in mind the provisions of succession laws as applicable to the Parties. The genealogy must be sworn by means of affidavit by the Party/parties. Whether Property belongs to HUF?	No.
8	If yes, whether major coparceners have no objections/join in execution, minor's share if any? Rights of female members etc. & effect thereof on the mortgage? (kindly note that after coming into force of the Hindu succession (Amendment) Act, 2005, a daughter under Mitakshara Law by birth became a coparcener in her own right like a son.	No
9	In case of devolution of property by a will, whether the Will has been probated or Letters of Administration is obtained?	N.A.
10	In case of Purchase through Sale deed: Whether the Seller is/was competent to sell?	Yes
10.1	How the Seller acquired the Property?	Ancestral property
10.2	Whether all the previous deeds & link documents till in the name of Present landowner is	Yes

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	available? If not available then what is the effect and what is required to be done to make the title perfect? Please specify.	
10.3	Whether Seller has transferred clear, legal, marketable title free from all encumbrances in favor of Present Land Owner?	Yes
10.4	Whether Sale consideration has been fully paid by the purchaser and the same has been accepted by the seller?	Yes
	In case the Sale consideration has been paid through Cheque (as mentioned in the conveyance/sale deed), there are no litigations pending regarding dishonor of cheque between Seller and Purchaser.	Yes
11	<p>In case of Transferor is Power of Attorney (POA) Holder:</p> <ul style="list-style-type: none"> • Whether the validity & genuineness of the POA and extent of Powers verified? • Whether, the POA is properly executed (stamped/authenticate/ Enforceable as per the law of the Place? • Whether, it authorizes the Agent to deposit the Title deeds for creation of mortgage over the properties of the 	N.A.

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	<p>Principal for the loan to be availed from Indian Bank by the prospective borrower?</p> <ul style="list-style-type: none"> • Whether, Power of Attorney empowers the PA holder to borrow on behalf of the Principal. 	
12	If the property is acquired from Govt/Local Authorities, whether the conveyance deeds are verified with Government records as to its genuineness and whether executed by Competent Authority?	N.A.
12	If the property is acquired from Govt/Local Authorities, whether the conveyance deeds are verified with Government records as to its genuineness and whether executed by Competent Authority?	N.A.
12.1	Whether the property forms part of a concession agreement? If yes, details thereof.	No.
12.2	Whether Concessionaire is allowed to hypothecate, create charge/mortgage or other encumbrances for raising fund availing financial form the lender/s for the purpose of project? If yes, whether any permission is required and obtained?	No.

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12.3	Period of concession granted.	N.A.
12.4	Whether during the period of suspension of concessionaire, lenders have right to substitute the concessionaire?	N.A.
12.5	Whether on financial defaults by the concessionaire, lenders have right to require Authority to undertake Suspension or Termination?	No
12.6	Whether concession Agreement stipulated conditions of issuance of NOC from the lenders before making Termination payment to the concessionaire and in the event of failure of Concessionaire procuring NOC, Authority shall be entitled to pay the Termination payment directly to the Lender/s towards the outstanding Debt due to the lender/s.	No.
13.	Whether minor's interest is involved in the property? If yes Precautions/Permission to be taken to make mortgage perfect/Date of Court permission for mortgage, if permission is already taken (Please provide certified copy of the order also)	No.
14.	Whether search is made in the registers and the records maintained in the office of Collector	Yes

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	<p>and/or revenue authorities Municipal corporation /Town and Planning Department and the Civil Court (Whichever are applicable) to ensure:</p> <ul style="list-style-type: none">• Necessary consent of Civic Body or authority to transfer the property was obtained.• No litigation in respect of the property to be mortgaged is pending before any Forum• Identity of the property has been established and there are no circumstances which would create doubts or suspicions, e.g. any material document is alleged to be lost or any document is alleged to be lost or any document bears any marks or endorsement indicative of having been earlier in evidence in a Court or produced as Surety.• Whether any Revenue Authority attachment/Statutory dues attachment /court attachment is reflected?• Whether Certified copy of the Title deeds and Parent document tracking back to at least last 13 years from the Title	
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	<p>document are obtained from the Sub Registrar's Office by the Panel Advocate and compared with the Original one submitted by the borrower for the LSR for its correctness?</p> <ul style="list-style-type: none"> • No Objection certificate and other documents issued by builders or to her organizations Department/Institutions are carefully examined for their genuineness? 	
15	<p>Period upto which you have verified all the current & previous deeds, chain documents, revenue records, khasra, Nakal/Khatoni& Rin Pushika (at least for the 13 years in case of all original title chain is available or 30 years in case of any previous owners.)</p> <p>Whether same is found correct and title from person to person have been legally transferred till present owners?</p>	30
16	<p>Whether you have verified the contents of the Title deeds?</p> <p>Whether any defect is found in the same? Please elaborate.</p>	<p>Yes</p> <p>No defect found</p>
16.1	<p>Whether the chain of title deeds is original, complete and genuine?</p>	Yes

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	Or Whether the chain of title deeds has been verified from Certified Copies thereof?	
16.2	Whether title deed contains any restrictive clause in respect of free transfer? In case of property purchased by mortgagor is portion of large extent of property, whether availability of original parent document confirmed.	NA
16.3	Whether property is demarcated and site plan is available, can it be identified from the Schedule of the Title Documents? Please specify.	Yes
17.	Whether any acquisition proceeding is in progress in the area or proposed to be initiated? Whether the same will affect the mortgage or transfer of title of units in favor of respective buyers?	No.
18	Whether property is mutated in the name of present Land owners/Transferor & if yes, where? (pl. specify below).	Yes By Form I & XIV
18.1	With revenue authority /Municipal Corporation/DA/MPHB/Nazul/Any other. (Mention the name of the Document by which it is ascertained)	Yes By Form I & XIV

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18.2	If non mutated, reasons thereof and effect of non-mutation.	N.A.
19	Whether the provisions of the Indian Registration Act and the Indian Stamps Act been complied with, in the transaction?	Yes
20.	Whether Ownership in the name of present land owner is legal, clear, marketable and free from all encumbrance?	Yes
21	Whether upto date Diversion Rent/Tax, property Tax, lease rent and other government Taxes are paid? If paid, whether upto date tax receipts have been verified?	N.A.
22.	<p>If the property is a superstructure like buildings house, flat factory shed etc.</p> <ul style="list-style-type: none"> • Whether it is located/proposed to be located in an approved Layout? • Whether the building is constructed / proposed to be constructed as per the Plan approved by the competent authorities (Corporation, Municipal Council, cantonment Board etc.)? • Whether the Plan s approved subject to any condition. If so what are the conditions and whether the conditions 	<p>No-it's a land</p> <p>Yes</p> <p>Yes</p> <p>Plans are approved without any conditions.</p> <p>No, they are without any</p>

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	<p>have been complied with?</p> <ul style="list-style-type: none"> • Whether superstructure is assessed to Tax (In case of ready built superstructure)? If yes, then it has been paid up to date. • Whether clearance/License/Permit have to be obtained from Authorities constituted under Special Acts like Environment Protection Act 1986, the Air Crafts Act 1934 etc., and if so, whether the same has been obtained. (If any conditions are stipulated while giving clearance/license/ Permit the same has to be mentioned in the report. The report should also mention whether the condition has been complied? 	<p>condition.</p> <p>N.A.</p> <p>NA</p>
23	Whether provisions of Urban land Ceiling Act/Disturbed Areas Act applicable? ULC clearance/Permission (Please mention Number & date of permission) or any restriction in transfer of title by the present Land owner? Whether the land belonged to SC/ST and transfers were made as per extant provisions?	N.A.
24.	Income Tax clearance certificate, if to be obtained or not to be obtained, please specify.	N.A.
25	Whether all the legal requirements/ permission,	Yes

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	under various act/laws viz. Local laws, Municipal laws, Town & Country Planning Act, Apartment Ownership Act, Land laws, Laws applicable for development of land & Construction of building, Building Regulations, Development Control Regulations, Co-Operative Societies Act etc., in order to develop the project land and or project have been completed and complied?	
26	<p>Whether Real Estate (Regulation and Development) Act, 2016 (RERA) is Applicable?</p> <ul style="list-style-type: none"> • If so, Whether Registration was done by Developer/ Promoter as per RERA. The details. • Whether Dedicated/Escrow account was opened by Developer? Promoter as per RERA, 2016? • Whether all the applicable provisions were complied with? • Whether details of Flat proposed to be purchased, forms part of approved plan available on RERA website? • Incomplete projects of builder/developer, if any. 	<p>Yes</p> <p>Building is yet to be constructed</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p>

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	<ul style="list-style-type: none"> • Date of registration of projects & Status thereof, including the project in which the Flat is being financed. • Whether the project in which the property situate is complete/incomplete? • Proposed date of completion & delays if any. • Details of Complaints/Cases against the builder/developer. 	Nil
27	Investigation in regard to Agricultural Land:	N.A.
	Whether the land is under self-cultivation	No.
	If land is owned in different Khatas or is under joint share, give specific share in each Khata.	No.
	Whether land is mutated in the name of land owner? If no Reasons thereof and legal issues involved therein.	Yes
	If consolidation of holdings/acquisition proceedings etc. is in progress in the area whether transfer of land is possible under state enactments?	Nil
	Whether any prior charge/hidden charge/ revenue charge exists against the land, non-encumbrance should be of 13 years preceding the date of the Non Encumbrance Certificate (NEC).	No.

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28	If agricultural land is being offered for mortgage.	No Now it is not agricultural land as dues have been paid and land is converted.
	Whether permission for conversion of lands from agricultural use to residential/commercial use is obtained as per local state law (specify date of order/permission and provide a copy thereof).	Yes through Sanad certify copy is already attached.
	Whether taking mortgage of such land for non-agricultural purpose is possible as per local law.	Yes
	Whether there is any hindrance in applicability of SARFAESI Act on the property?	No
29	Whether from the documents produced there exists any pending litigation with respect to the property offered as security. If yes, please furnish the details.	No, as no litigation is pending.
30	Whether certified copy of title documents obtained and compared with the original Title deeds? a) If no, the reason thereof b) If yes, whether any discrepancy observed The details of such discrepancies:	Yes
31	Details of CERSAI Registration verification:	Yes

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	Whether, details have been verified based on relevant parameters i.e. Plot No. /Dag No.? Khasra No./Survey No./Division, Sub-Davison No. Flat No. Building Name/Previous owner/s name/Present owners name etc.	Yes
	Whether any charge subsists in CERSAI? Details thereof.	No.
32	Details of Physical visit to the property:	Nil
	Date & time.	Nil
	Observation if any.	Nil

(A) CONCLUSION & OPINION:

(B) Accordingly chain of title complete and legally passed from person and accordingly thereby said M/S. KAVA GREENS LLP derived legal, valid, clear and marketable title over said immovable property Plot and they are able to create equitable mortgage of the said Property in favor of Bank by deposit of Original Registered Title deed of the aforesaid property. With respect to your queries, I opine as under:

Sr. No.	Queries	Opinion on Creation of Mortgage
1.	Whether the mortgage by deposit of original title deeds is possible on the strength of the title deeds scrutinized. If so, the list of documents to be	Yes



	deposited for creation of equitable mortgage over the property offered as security. The person (s) who shall deposit the title deeds with the bank may be stated.	
2.	If the equitable mortgage by deposit of title deeds is not possible, can there be simple/registered mortgage. If son, list out the documents to be held with the bank in addition to the registered in mortgage deed.	Yes
3.	Any other opinion on simplified procedure/ remission of stamp duty for creation of charge over agricultural/other properties in favor of Commercial Banks as in some states like U.P. Karnataka etc.	Nil

CERTIFICATE OF TITLE

I, Mr. Umesh Dinanath Rao advocate certify that M/s. KAVA GREENS have a valid clear, absolute, good perfect and marketable title to the properties shown above and the title deeds to the property concerned being original and not duplicate or fake.



UMESH D. RAO ASSOCIATES
ADVOCATES

OFF: 1B, Happy Home, St. Inez, Panaji - Goa.

☎ : 0832 - 2224989

E-mail: umeshd.rao@gmail.com