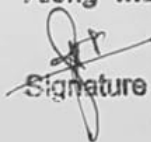




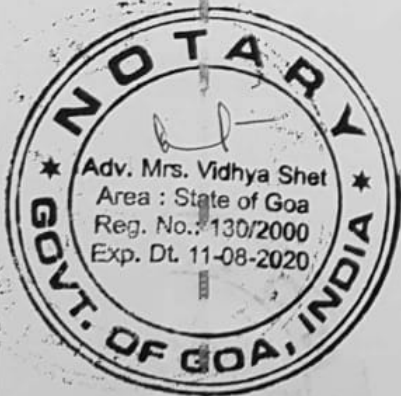
गोवा GOA


Serial No.: 63875 Place of Vending Vasco Date of Sale: 16 JAN 2018 447968
Vendor's Name : Apurva A. Shet Address: Chicalim
Licence No.: JUD/VEN-LIC/11/2015/AC-1
Value of Stamp Paper: Rs. 500/- (Rupees five hundred only)
Name of Purchaser: Mr. Avez Azim Shaikh
R/O: Vasco Name of Father: Abdul A. Shaikh Mohdin
Purpose: Affidavit cum Declaration transacting Parties.....
As there is no separate Stamp Paper for the value of Rs.....
Additional Stamp Paper for the completion of the value is attached
Along with.


Signature of Stamp Vendor


Signature of Purchaser

AFFIDAVIT CUM DECLARATION





Affidavit cum Declaration of Mr. Avez Azim Shaikh promoter of the project named "Mohidin's Iconia"

I, Shri. Avez Azim Shaikh son of Shri. Abdul Azim Shaikh Mohidin, aged 39 years, Indian national, promoter of the proposed project do hereby solemnly declare, undertake and state as under:

(1) That I/promoter have a legal title Report to the land on which the development of the project is proposed and a legally valid authentication of title of such land along with an authenticated copy of Deed of Sale between previous land owner and me/promoter for development of the real estate project is enclosed herewith.

(2) That the project land is free from all encumbrances.

(3) That the time period within which the project shall be completed by me/promoter from the date of registration of project is 31/01/2023.

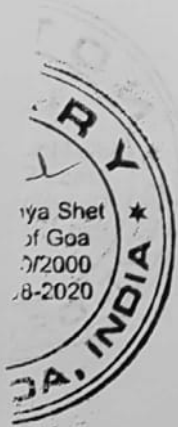
(4) That seventy per cent of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

(5) That the amounts from the separate account shall be withdrawn in accordance with section 4 (2) (l) (D) read with rule 5 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

(6) That I/the promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

(7) That I/the promoter shall take all the pending approvals on time, from the competent authorities, if applicable.

(8) That I/the promoter shall inform the Authority regarding all the changes if any that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of the said Rules, within seven days of the said changes occurring.



(Handwritten signature)

(9) That I/the promoter have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

(10) That I/the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Solemnly affirmed on this 17th day of January 2018 at Vasco-Da-Gama Goa.

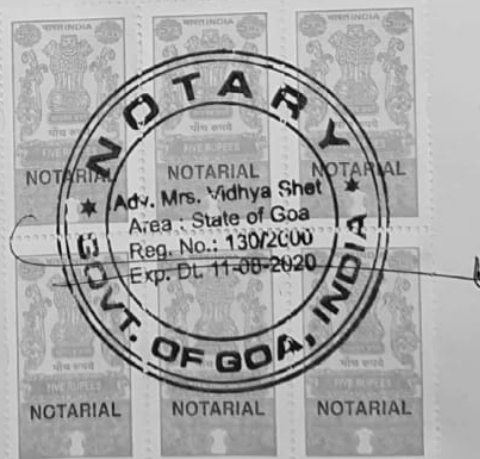
Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Vasco-da-Gama, Goa, 17th day of January 2018 .

Deponent



EXECUTED BEFORE ME
BY Mr. Azim Shaikh
.....
WHICH I ATTEST

Adv. (Mrs.) VIDHYA A. SHET
NOTARY
STATE OF GOA
47, GROUND FLOOR, APNA BAZZAR,
VASCO-DA-GAMA, GOA-403802
PH: 0832-2514130
Date: 17/01/2018
Reg. No.: 1290/2018

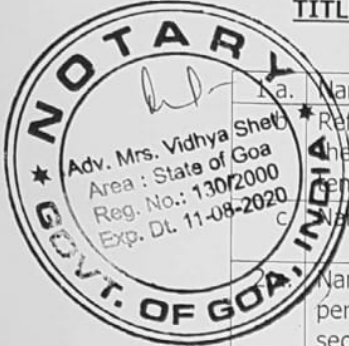
Manguirish Kenkre
B. Com., LL.B.
ADVOCATE & NOTARY

CERTIFIED TRUE COPY

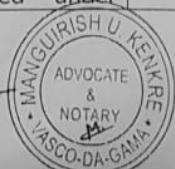
FO-3, 1ST Floor, Gurukrupa Bldg.,
Opp. Sai Color Lab,
F. L. Gomes Road,
Vasco-Da-Gama, Goa-403802
☎ 2511770, (Mob) 9422641631
Email : adv.mkenkre@gmail.com

ANNEXURE-B.

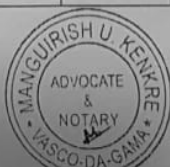
**TITLE REPORT FOR PROJECT APPROVAL OF "MOHIDIN'S ICONIA"
UNDERTAKEN BY M/s. Mohidin Properties and Holdings**



1. a.	Name of the Branch/BU seeking opinion.	Vasco-Da-Gama, Goa.			
	* Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil.			
	c. Name of the Borrower	M/s. Mohidin Properties and Holdings.			
	Name of the unit/ concern/ company/ person offering the property/ (ies) as security.	M/s. Mohidin Properties and Holdings.			
b.	Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Proprietorship.			
c.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Not applicable.			
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details	Plot 'F' admeasuring an area of 4486.00 sq. mtrs. being part and parcel of the property known as 'Gally' or 'Zamboligalli' situated at Dabolim, surveyed under Survey No.23/1-M.			
a.	Survey No.	Survey No.23/1-M of Dabolim village.			
b.	Door No. (in case of house property)	Not Applicable.			
c.	Extent/ area including plinth/ built up area in case of house property :	4486.00 sq. mtrs.			
d.	Locations like name of the place, village, city, registration, sub-district etc.:	Dabolim, Mormugao, South Goa, Goa.			
4. a.	Particulars of the documents scrutinized-serially and chronologically				
b.	Nature of documents verified as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.				
	Sl. No.	Date	Name/Nature of the Document	Original / certified copy/ certified extract/ photocopy, etc.	
	1.		Form I & XIV in respect of the property surveyed under	Xerox	



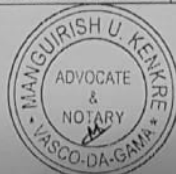
		No.23/1-M of Dabolim village.		
2.		Survey Plan in respect of the property surveyed under No.23/1-M of Dabolim village.	Xerox	
3.		Description Certificate under No.1263 of new series.	Xerox	
4.		Matriz Certificate	Xerox	
5.	15/01/1961	Deed of Gift, Sale and Exchange drawn at the reverse of folio thirty onwards of Book of Deeds No.1117.	Xerox	
6.	22/08/1974	Deed of Renunciation of Usufruct duly registered before the Sub-Registrar of Mormugao at Vasco-Da-Gama under Reg. No.200 at pages 151 to 153 of Book No.I, dated 28/08/1974.	Xerox	
7.	06/04/1976	Deed of Partnership.	Xerox	
8.		Approved sub-division Plan	Xerox	
9.	13/05/1976	Deed of Sale duly registered in the office of the Sub-Registrar of Mormugao at Vasco-Da-Gama under No.160 pages 45 to 50 of Book No.I, Volume No.28 dated 03/06/1976.	Xerox	
10.	13/05/1976	Deed of Sale duly registered in the Office of the Sub-Registrar of Mormugao at Vasco-Da-Gama under No.199 pages 221 to 226 of Book No.I, Volume No.28 dated	Xerox	



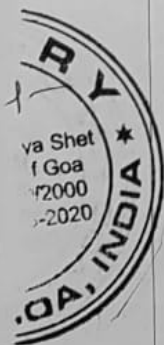
		07/07/1976.	
11.	13/03/2012	Deed of Ratification-cum-Confirmation duly registered before the Office of the Sub-Registrar of Mormugao at Vasco-Da-Gama under No.393 at pages 111 to 125 of Book No.I, Volume No.1381 dated 16/03/2012.	Xerox
12.	24/01/2008	Public Will drawn in the Notarial Book of Wills bearing No.51 at pages 23 to 25 in the Office of the Notary Ex-Officio, Mormugao.	Xerox
13.	14/12/2012	General Power of Attorney executed by Mrs. Kusumben Vishnuprasad Amin in favour of Mr. Vipul Vishnuprasad Amin before Notary Adv. Ulhas G. Shetye.	Xerox
14.	22/08/2014	General Power of Attorney executed by Mr. Mayur Amin in favour of Mr. Vipul Vishnuprasad Amin before Assistant Consular Officer, Consulate General of India, New York duly endorsed by Additional Collector, South Goa, Margao dated 27/10/2014.	Xerox
15.	14/12/2012	General Power of Attorney executed by Mrs. Amita Mayur Amin in favour of	Xerox



		Mr. Vipul Vishnuprasad Amin before Notary Adv. Ulhas G. Shetye.		
16.	29/10/2014	Deed of Sale duly registered before the Sub-Registrar of Mormugao at Vasco-Da-Gama under Book-1 Document, Registration No.MOR-BK1-01638-2014, CD No.MORD6 dated 30/10/2014.	Original	
17.	15/10/2015	Order passed in Case No.LRC/PART/95/2015/3900 before the Court of the Dy. Collector & SDO, Mormugao.	Xerox	
18.	07/02/1983	Conversion Sanad issued by the Collector, Panaji, Goa.	Xerox	
19.	18/03/2016	Development Permission Order No.MPDA/9-S-196/2015-16/1796 issued by Mormugao Planning and Development Authority.	Xerox	
20.	31/03/2016	Construction Licence under No.VP/CHI/11/2015-16/4201 issued by Village Panchayat of Chicalim.	Xerox	
21.		Approved Construction Plans.	Xerox	
22.	05/05/2016	Nil Certificate of Encumbrance on Property under No.473 of 2016 for the period from 01/01/1987 to 03/05/2016.	Xerox	
5.	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 mortgager? (Please also enclose		Not applicable.	



	all such certified copies and relevant fee receipts along with the TIR).	
6.a.	Whether the records of Registrar office or Revenue Authorities relevant to the property in question are available for verification through any online or computer system?	No.
b.	If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	No.
c.	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No.
7.a.	Property offered as security falls within the jurisdiction of which Sub-Registrar Office?	Mormugao, Vasco-Da-Gama.
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	No.
c.	Whether search has been made at all the offices named at (b) above?	Not applicable.
d.	Whether the searches in the offices of the Registering Authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing the tile of the property in question from the predecessors 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 for clearance of such clog on the title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory (separate sheets may be used).	<p>From the documents produced for verification it reveals that there exist a property known as "GALLY" or "ZAMBULGALLY" surveyed under No.23/1 of Dabolim village originally belonged to Smt. Bagem Caro alias Indira Sinai Caro also known as Indira Sinai Kare resident of Margao.</p> <p>Said Smt. Bagem Caro by virtue of Gift Deed dated 15/01/1961 recorded at pages 30 onwards, in the Book of Deeds 1117, gifted the said property to her son Mr. Jairam Vaikunth Kare reserving for herself during her lifetime usufruct of the said property.</p> <p>Said Smt. Bagem Caro by a Deed of Renunciation of Usufruct dated 22/08/1974 registered under No.200 at pages 151 to 153, Book I, dated 26/08/1974 renounced, surrendered and relinquished the usufruct of said property in favour of Mr. Jairam Vaikunth Kare thus making him the absolute owner of</p>



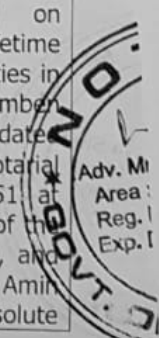
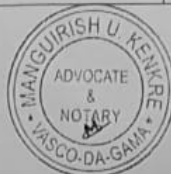
the said property.

Said Mr. Jairam Vaikunth Kare along with his wife Mrs. Lalita Jairam Kare and his brother Mr. Vasant Vaikunth Kare formed a partnership deed on 06/04/1976 in the name "Dabhill Real Estate" which is registered with the Registrar of Firms, Margao under No. 33 dated 14/04/1976, declaring the said property having an area of 95,000 sq. mts.

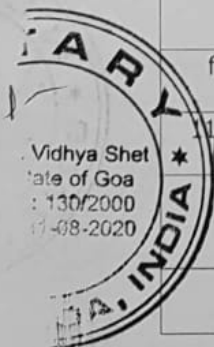
Said "Dabhill Real Estate" sub divided the said property into many sub divisions, identified as Block A to Block P.

Said M/s. Dabhill Real Estate sold one of the sub-divided plot being Block 'F' admeasuring 4486.00 sq. mtrs by two deeds viz. Deed of Sale dated 13/05/1976 duly registered in the office of the Sub-Registrar of Mormugao at Vasco-Da-Gama under No.160 pages 45 to 50 of Book No.I, Volume No.28 dated 03/06/1976 and Deed of Sale dated 13/05/1976 duly registered in the Office of the Sub-Registrar of Mormugao at Vasco-Da-Gama under No.199 pages 221 to 226 of Book No.I, Volume No.28 dated 07/07/1976 read with Deed of Ratification-cum-Confirmation dated 13/03/2012 duly registered before the Office of the Sub-Registrar of Mormugao at Vasco-Da-Gama under No.393 at pages 111 to 125 of Book I, Volume No. 1381 dated 16/03/2012 the said plot equally being half of the Block 'F' admeasuring 2243.00 sq. mtrs. each to Mr. Vishnubhai Maganbhai Amin and Mrs. Kusumben Vishnubhai Amin alias Kusumben Vishnuprasad Amin, respectively.

Aforesaid Mr. Vishnubhai Maganbhai Amin expired on 23/06/2012 but during his lifetime he bequeathed all his properties in favour of his wife Mrs. Kusumben Amin vide Public Will dated 24/01/2008 drawn in the Notarial Book of Wills bearing No.51 at pages 23 to 25 in the Office of the Notary Ex-Officio, Mormugao, and as such Mrs. Kusumben Amin became the sole and absolute



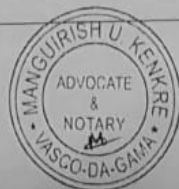
		<p>owner of the said plot.</p> <p>By a Deed of Sale dated 29/10/2014 duly registered before the Sub-Registrar of Mormugao at Vasco-Da-Gama under Book-1 Document, Registration No.MOR-BK1-01638-2014, CD No.MORD6 dated 30/10/2014, said Mrs. Kusumben Vishnubhai Amin alias Kusumben Vishnuprasad Amin, alongwith her children viz. Mr. Mayur Amin and his wife Mrs. Amita Mayur Amin and Mr. Vipul Vishnuprasad Amin sold the said Plot being Block 'F' admeasuring an area of 4486.00 sq. mtrs. (hereinafter referred to as the said plot) to Mr. Avez Azim Shaikh, Proprietor of M/s. Mohidin Properties and Holdings.</p> <p>Said Mr. Avez Azim Shaikh upon obtaining necessary development permission, construction licence and all other required approvals from the competent authorities drawn up plan for construction of commercial/multi family dwelling and compound wall on the said plot to be named as "Mohidin's Iconia" is legal in nature.</p>
9.	Nature of title of the intended Mortgagor over the property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee, etc.)	Ownership Right.
10.	If leasehold, whether :	Not applicable.
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 favour of lessee as to whether lease deed permits sub-leasing and mortgage by sub-lessee also	Not applicable.
e.	Whether leasehold rights permits for the creation of any superstructure (if applicable)?	Not applicable.
f.	Right to get renewal of the leasehold rights and nature thereof.	Not applicable.
11.	If Govt. grant/allotment/lease-cum/Sale Agreement, whether;	Not applicable.
	grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not applicable.
	the mortgagor is competent to create charge on such property	Not applicable.



	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;	
a.	such right is heritable and transferable,	Yes.
b.	Mortgage can be created.	Yes.
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 has been transferred by way of Gift/Settlement Deed, whether:	Not applicable.
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 actions;	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 and enforceable mortgage.	Not applicable.
b.	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	Yes.
c.	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable 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 completed/ 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?	No.
16.	Whether the title documents include any testamentary documents /wills?	Not applicable.



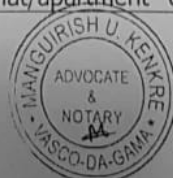
a.	In case of wills, whether the will is registered will or unregistered will?	Not applicable.
b.	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable.
c.	Whether the property is mutated on the basis of will?	Not applicable.
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?	Not applicable.
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.
c.	Precautions/permissions, if any in respect of the above cases for creation of mortgage?	Not applicable.
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.	No.
b.	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable.
19.a	Whether the property belongs to any trust or is subject to the rights of any trust?	Not applicable.
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	Yes. ✓
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?	Not applicable.
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?	Not applicable.
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 hotchpots? Whether formalities for the same have been completed as per applicable laws?	No.
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, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Not applicable.
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 an interest in favour of the	Not applicable.



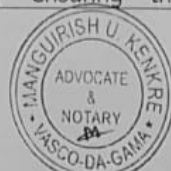
	builder/developer and as such is irrevocable as per law.	
c.	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Yes. POA are executed by 1. Mrs. Kusumben Vishnubhai Amin alias Kusumben Vishnuprasad Amin, 2. Mr. Mayur Amin and 3. Mrs. Amita Mayur Amin all in favour of Mr. Vipul Vishnuprasad Amin.
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.	Yes.
e.	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not applicable.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not applicable.
	ii. Whether the POA is a registered one?	1 st POA is executed and notarised before Notary Adv. Ulhas G. Shetye dated 14/12/2012, 2 nd POA dated 22/08/2014 is executed before Assistant Consular Officer, Consulate General of India, New York duly endorsed by Additional Collector, South Goa, Margao dated 27/10/2014 and 3 rd POA is executed and notarised before Notary Adv. Ulhas G. Shetye dated 14/12/2012.
	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?	Yes.
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 are in force.
g.	Please comment on the genuineness of POA?	POAs seem to be genuine.
h.	The unequivocal opinion on the enforceability and validity of the POA?	The POAs are valid in the eyes of law and seem to be genuine. The same are not revoked and as such they are in full force.
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.	No.
29.	If the property is a flat/apartment or	Project consists of Commercial/



	residential/commercial complex, check and comment on the following:	Multi-Family Dwelling and Compound Wall.
a.	Promoter's/Land owner's title to the land/building;	Full.
b.	Development Agreement/Power of Attorney;	Not available.
c.	Extent of authority of the Developer/builder;	Full.
d.	Independent title verification of the Land and/or building in question;	Not available.
e.	Agreement for sale (duly registered);	Sale deed is duly executed.
f.	Payment of proper stamp duty;	Yes.
g.	Requirement of registration of sale agreement, development agreement, POA, etc.;	Not applicable.
h.	Approval of building plan, permission of appropriate/local authority, etc.;	Approved plan produced & verified.
i.	Conveyance in favour of Society/Condominium concerned;	Not applicable.
j.	Occupancy Certificate/allotment letter/letter of possession;	Not applicable.
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.;	In order.
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 tally in all documents such as approved plan, agreement plan, etc.	Not applicable.
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Not applicable.
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Not applicable.
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 to the State of Goa.
33.a	Urban land ceiling clearance, whether required and if so, details thereon.	Not applicable to the State of Goa.
b.	Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not applicable to the State of Goa.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	13346



35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes.
36.a	Whether the property offered as security is clearly demarcated?	Yes.
b.	Whether the demarcation/ partition of the property is legally valid?	Yes.
c.	Whether the property has clear access as per documents?	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;	Not applicable.
b.	Document in relation to water connection;	Not applicable.
c.	Document in relation to Sales Tax Registration, if any applicable;	Not applicable.
d.	Other utility bills, if any.	Not applicable.
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.	No.
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 document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	The boundaries mentioned on the title document tallies with the approved plan.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of 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.
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.	Not applicable.
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.	Yes.
44.	Additional aspects relevant for investigation of title as per local laws.	Not applicable.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the	No.



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	perfection of security.	—
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective buyers alongwith their respective spouses or as the case may be.

Date : 05/05/2016.
Place: Vasco-Da-Gama.



M Kenkre

**(Manguirish Kenkre)
Advocate**



[Signature]
Adv. (Mrs.) VIDHYA A. SHET
NOTARY
STATE OF GOA
47, GROUND FLOOR, APNA BAZZAR,
VASCO-DA-GAMA, GOA-403802
PH: 0832-2514130

Date: 17/01/2018
Reg. No.: 1292/2018

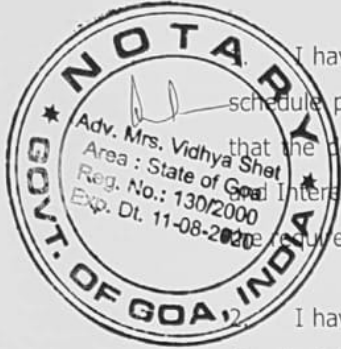
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Manguirish Kenkre
B. Com., LL.B,
ADVOCATE & NOTARY

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ANNEXURE – C.

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 Interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that:

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.

3. 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), 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.

4. 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 Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Nil Certificate of Encumbrance on Property bearing No.473 of 2016 dated 05/05/2016 for the period from 01/01/1987 to 03/05/2016, pertaining to the Immovable Property/(ies) covered by above said Title Deeds.

6. The Mortgage if created by the prospective buyers alongwith their respective spouses (as the case may be) will be available to the Bank for the Liability of the intending Borrower.

7. I certify that M/s. Mohidin Properties and Holdings has an 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.



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8. 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:

- a. Agreement for Sale duly executed between 1. Mr. Avez Azim Shaikh as proprietor of M/s. Mohidin Properties and Holdings and his wife 2. Mrs. Arshiya Avez Shaikh through her duly constituted attorney Mr. Avez Azim Shaikh as "Vendors" and Prospective Purchaser(s).
- b. Conveyance Deed after the entire project is completed and Share Certificate, if Co-operative Housing Society is formed or the individual sale deeds, if no Co-operative Housing Society is formed.

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

(DESCRIPTION OF THE PROPERTY)

All that distinct, separate, well demarcated Plot identified as Block 'F' admeasuring an area of 4486.00 sq. mtrs, being part and parcel of the larger property identified and known as 'Gally' or 'Zamboligalli' situated at Dabolim, within the limits of Village Panchayat, Taluka and Sub District of Mormugao, South Goa, Goa described in the Land Registration Office under No.1263 at the reverse of folio 35 of Book B-4 of new series and enrolled in the Taluka Revenue Office under Matriz No.8 now surveyed under survey No.23/1-M of Dabolim Village and the said plot is bounded as follows :-

- On the North : By 8 meters wide road followed by Block 'G';
- On the South : By property of Nagindas Thakker;
- On the East : By 15 meters wide access road; and
- On the West : By land of Comunidade of Sancoale.

Date: 05/05/2016.
Place: Vasco-Da-Gama.



Manguirish U. Kenkre

**(Manguirish Kenkre)
Advocate**



Vidhya A. Shet
**Adv. (Mrs.) VIDHYA A. SHET
NOTARY
STATE OF GOA
47, GROUND FLOOR, APNA BAZZAR,
VASCO-DA-GAMA, GOA-403802
PH. 0832-2514130**

Date: 17/01/2018
Req. No.: 1293/2018