



VIJAY B. CHAVAN

ADVOCATE HIGH COURT

Office : 3, Sarang Building, Sitaram Jadhav Marg, Lower Parel (W), Mumbai - 400 013.

Email : advvijaychavan@rediffmail.com • Mobile : 9320749383, 8108780899

Search Report

Date : 5TH AUGUST 2023

To,
The Manager,
Cosmos Bank,
Kandivali (W) Branch, Mumbai.

Ref: Flat bearing No. 706 on 7th floor of the said Wing / Real Estate Project and admeasuring 47.57 square meters (carpet area) equivalent to 512.04 square feet (carpet area) of the Project known as "Rustomjee's Virar Avenue L1, L2 and L4 Wing G", land admeasuring approximately 8,79,581 square meters, bearing new Survey nos. 5, 5B, 5D, 5F and 5G, situate, lying and being at Village Dongare (Dongar Pada) also known as Village Narangi, District Thane.

Dear Sir,

As per your instruction, I have carried out an independent search in respect of official website IGR MAHARASHTRA in respect of Sub Registrar's Offices Thane district for the period from 1994 to 2023 (30 Years) respectively.

While taking the search, I have found following documents Registered / Index-II therein (please see the pages attached herein).

Search at the Sub Registrar Office of Assurance at Thane, for the period from 1994 to 2023:-

1994	Nil / tornd
1995	Nil/ tornd
1996	Nil/ tornd
1997	Nil / tornd
1998	Nil/ tornd
1999	Nil/ tornd
2000	Nil/ tornd
2001	Nil/ tornd
2002	Nil/ tornd
2003	Nil
2004	Nil
2005	Nil
2006	Nil



2007	Nil
2008	Nil
2009	Nil
2010	Nil
2011	Nil
2012	Transaction

Schedule of property: मौजे डोंगरे (नारींगी) - स नं 5,5ब,5ड,5फ,5ग, एकूण शिल्लक एफ एम आय क्षेत्र 879581 चौ मी यापैकी *मे.एव्हरशाईन डेव्ह.च्या वाटणीस आलेली मिळकत - मौजे डोंगरे (नारींगी) - स नं 5,5ब,5ड,5फ,5ग, एफ एम आय क्षेत्र 1469566.88 चौ फूट यापैकी अॅव्हेन्यू के, बिल्डींग नं 3,4, आणि अॅव्हेन्यू एल,बिल्डींग नं 3,5,6,4(पार्ट) पैकी बिल्डींग नं 4 चे एफ एम आय क्षेत्र 11786 चौ फूट. *मे.इनिग्मा कन्स्ट्र प्रा लि.च्या वाटणीस आलेली मिळकत - स नं 5,5ब,5ड,5फ,5ग, एफ एम आय क्षेत्र 1469566.88 चौ फूट यापैकी अॅव्हेन्यू के, बिल्डींग नं 1,2, आणि अॅव्हेन्यू एल, बिल्डींग नं 1,2,4(पार्ट) चे एफ एम आय क्षेत्र 11786 चौ फूट वजा करून

Agreement for sale between: मे.एव्हरशाईन डेव्ह चे भागिदार लच्छमन लुधानी - - , मे.एव्हरशाईन डेव्ह चे भागिदार संतोष लुधानी - - , **And** मे.इनिग्मा कन्स्ट्र प्रा लि चे संचालक चंद्रेश मेहता - - ,

Date of execution of document: 13th October 2012,
Date of registration: 15th October 2012,
Document No.: Vasai-2/9924/2012.

2013	Nil
2014	Nil
2015	Nil
2016	Nil
2017	Nil
2018	Nil
2019	Nil
2020	Nil
2021	Nil
2022	Transaction

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Schedule of property: , इतर माहिती: , इतर माहिती: सदनिका नंबर 706,मजला 7,विंग- जी,रुस्तमजीज विंगर एव्हेतु एल1 एल2 अँड एल4 विंग जी,विरार पश्चिम,मौजे डोंगरे विभाग -1(सदनिकेचे एकूण क्षेत्रफळ -52.33 चौ मी वांधीव)

Agreement for sale between: {"किस्टोन इन्फ्रास्ट्रक्चर प्रा लि चे संचालक चंद्रेश डी मेहता तर्फे मुखत्यार अतुल सक्सेता--"} **And** {"संकेत सतिश कांबळे--","सतिश कांबळे--","स्वाती कांबळे--","हिमांशू कांबळे--"}

Date of execution of document: 29th March 2022,

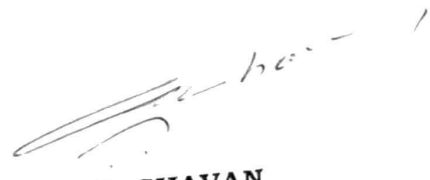
Date of registration: 29th March 2022,

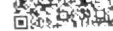
Document No.: Vasai-5/4740/2022.

2023

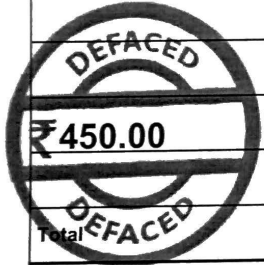
Nil

Note: This report is subject to mutilated records and torn pages.


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GRN	MH006198725202324P	BARCODE	Date 04/08/2023-10:44:37		Form ID
Department Inspector General Of Registration			Payer Details		
Search Fee			TAX ID / TAN (If Any)		
Type of Payment Other Items			PAN No.(If Applicable)		
Office Name PND1_JT DISTT REGISTRAR PUNE URBAN			Full Name VIJAY BHAGOJI CHAVAN		
Location PUNE			Flat/Block No.		
Year 2023-2024 One Time			Premises/Building		
Account Head Details		Amount In Rs.	Road/Street		
0030072201 SEARCH FEE		450.00	Area/Locality		
			Town/City/District		
			PIN		
			Remarks (If Any)		
			Amount In Four Hundred Fifty Rupees Only		
		450.00	Words		
Payment Details SBIEPAY PAYMENT GATEWAY			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	10000502023080400754 0859752955439
Cheque/DD No.		Bank Date	RBI Date	04/08/2023-10:45:01	Not Verified with RBI
Name of Bank		Bank-Branch		SBIEPAY PAYMENT GATEWAY	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	



Department ID : 214511536 Mobile No. : 9320749383
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
 सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे . इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही .

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0003215144202324	04/08/2023-11:02:37	IGR002	450.00
Total Defacement Amount					450.00

MH006242439202324P		BARCODE 		Date 04/08/2023-18:32:26	Form ID
Department Inspector General Of Registration			Payer Details		
Type of Payment Search Fee Other Items		TAX ID / TAN (If Any)			
		PAN No.(If Applicable)			
Office Name VSI1_VASAI NO 1 SUB REGISTRAR		Full Name		Mr Sanket Satish Kamble	
Location PALGHAR		Flat/Block No.			
Year 2023-2024 One Time		Premises/Building			
Account Head Details		Amount In Rs.			
0030072201 SEARCH FEE		300.00		Road/Street	
				Area/Locality	
				Town/City/District	
				PIN	
				Remarks (If Any)	
				Flat No 706 Rustomjee Virar Avenue survey No 5 Dongare Search From	
				1994 to 2005	
				Amount In Three Hundred Rupees Only	
Total		300.00		Words	
Payment Details SBIEPAY PAYMENT GATEWAY			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	10000502023080407453 4238992330817
Cheque/DD No.			Bank Date	RBI Date	04/08/2023-18:32:46 Not Verified with RBI
Name of Bank			Bank-Branch		SBIEPAY PAYMENT GATEWAY
Name of Branch			Scroll No. , Date		Not Verified with Scroll

Mobile No : 9320749383

Department ID :
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलान "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करता याच्या दरद्वारासाठी लागू नाही.

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Office : 3, Sarang Building, Sitaram Jadhav Marg, Lower Parel (W), Mumbai - 400 013.
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To

5th AUGUST 2023

The Manager,

The Cosmos Co-Operative Bank Ltd,
Kandivali Branch,

1. Sub:- Search and Title report for flat No. 706, 7th floor, area admeasuring 47.57 sq. mtrs carpet equivalent to 512.04 sq ft of the Project known as Rustomjee Virar Avenue L1, L2 AND L4 wing G situated on all that piece and parcel of New survey Nos. 5,5B, 5D, 5F and 5G, situate lying and being at village Dongare, dongar Pada also known as village Narangi district Thane owned by Mr. Sanket Satish Kamble, Mr. Satish Kamble and Mrs. Swati Kamble and Mr. Himanshu Kamble.
2. **Name of the Branch:** Kandivali Branch.
3. **Name of the Borrowers:** Mr. Sanket Satish Kamble, Mr. Satish Kamble and Mrs. Swati Kamble and Mr. Himanshu Kamble.
4. **Document seen:** Yes as mentioned below.

I have perused the following document for the purposes of furnishing this legal opinion

Sr. No	Document Number	Execution Date	Original duplicate	Attested copy and particulars of the document	photocopy of the document
(i)	Vasai-5/4740/2022	29 th March 2022		Agreement for sale between M/s Keystone Infrastructure Private Ltd., as the Promoter and Mr. Sanket Satish Kamble, Mr. Satish Kamble and Mrs. Swati Kamble and Mr. Himanshu Kamble as the Allottees, registration receipt and Index II extract	

DESCRIPTION OF PROPERTY PROPERTIES NATURE OF TITLE

1.	Name of the owner /Mortgagor	Mr. Sanket Satish Kamble, Mr. Satish Kamble and Mrs. Swati Kamble and Mr. Himanshu Kamble
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2.	Extent of Area	flat No. 706, 7 th floor, area admeasuring 47.57 sq. mtrs carpet equivalent to 512.04 sq ft of the Project known as Rustomjee Virar Avenue L1, L2 AND L4 wing G
3.	Survey No /Gat No./CST. No	situated on all that piece and parcel of New survey Nos. 5,5B, 5D, 5F and 5G
4.	Is property leasehold /freehold /Govt Grant etc	Freehold
5.	Nature of property	Ownership FLAT
6.	Location	lying and being at village Dongare, dongar Pada also known as village Narangi district Thane
7.	Boundaries on or towards for the plot /flat	Floor plan not provided
8.	Confirmed the boundaries of the flat/plot as per approved plan and as per title deed.	Floor plan not provided

Certificates
D.P. Roads
are rec
for

TRACE OF TITLE/ HISTORY OF PASSING OF TITLE DETAILS OF ANTECEDENT TITLE DEEDS.

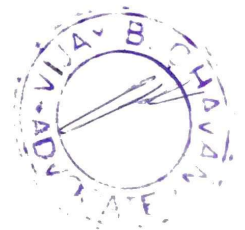
Enigma Constructions Private Limited, a Company incorporated under the Companies Act, 1956, having its registered office at 702, Natraj, MV Road Junction, Western Express Highway, Andheri-(East), Mumbai 400 069 (since amalgamated with keystone Realtors "Predecessor-in-title"), and Evershine Developers ("Evershine"), are jointly seized and possessed of or otherwise well and sufficiently entitled, as tenants-n-common, in equal one-half (1/2) shares, to the contiguous pieces or parcels of freehold non-agricultural lands, admeasuring in the aggregate approximatey 8,79,581 square meters, bearing new Survey nos. 5, 5B, 5D, 5F and 5G, situate, lying being at Village Dongare (Dongar Pada) also known as Village Narangi, District Thane, (hereinafter collectively referred to as the "Larger Land"); KRPL, and Evershine are hereinafter referred to as "Co-Owners". It appears that, the Lay-out Plan ("the Plan") and the Building Plan for the development of the Larger Land have also been approved by the City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "CIDCO") BY 282 (Two Hundred and Eighty-two) Commencement Certificates issued in the year 2008 (hereinafter collectively referred to as the "Commencement

certificates") issued by CIDCO/VVCMC/ Planning Authority; D.P. Roads, and non D.P. Roads, Internal / Access Roads, (hereinafter referred to as the "Infrastructure") are required to be constructed on the Larger Land in accordance with the Plan and for which the infrastructure work is in progress;

It appears that, under a Joint Venture Agreement dated 20 March 2009, executed by and between the Co-owners and registered in the Office of the Sub Registrar of Assurances, vide Serial no. 1996 of 2009 (hereinafter referred to as the "Joint Venture Agreement") the Parties to the Joint Venture Agreement agreed to jointly develop the Larger Land, inter alia, with a view to setting up and constructing a Residential-cum-Commercial Complex thereon to be known as "Rustomjee Evershine Global City" to be undertaken in a phase-wise manner by constructing Residential Buildings (comprising of flats, shops, car parking spaces and garages) and Commercial Buildings (comprising of offices, shops, car parks and garages) on the Larger Land through utilization of the full potential of the Land through utilization of the existing, new and additional F.S.I. and Compensatory F.S.I and Transferable Development Rights (hereinafter referred collectively to as "FSI/TDR") which may be applicable/permisible/ available in respect of the Larger Land from time to time in accordance with the sanctioned 1 jan, as may be modified from time to time and the Commencement Certificates and further Commencement Certificates to be issued by CIDCO/VVCMC/ Planning Authority, from time to time.

It appears that, by an Agreement dated 13 October 2012, between the Co-Owners, and registered with the Sub-Registrar of Assurances at Vasai-Virar City Municipal under Serial no Vasai-2/9924 of 2012, on 15 October, 2012 (hereinafter referred to as the "Inter-se Agreement") the Co-Owners have jointly and mutually agreed to the division and distribution of the said part of the Development Potential that is 29,39,133.77 square feet between themselves in equal shares to the intent and effect that Evershine will be absolutely and exclusively entitled to part of the Development Potential aggregating to 14,69,566.88 square feet as per details set out in Part I of the Second Schedule thereunder written (hereinafter referred to as "Evershine's FSI) and KRPL shall be absolutely and exclusively entitled to part of the Development Potential aggregating to 14,69,566.88 square feet as per details set out in Part II of the Second Schedule there under written (hereinafter referred to as "KRPL's FSI"), and that each of them that is, Evershine and KRPL are and shall be entitled to exclusively and separately exploit their respective shares being Evershine's FSI and KRPL's FSI

Continuation Sheet...



in the construction of residential buildings to be constructed on portions of the Larger Land. By and under an Order dated 7th November 2014, passed in Company Petition Nos 403 to 411 in the Hon'ble Bombay High Court, the Predecessor-in-title was duly amalgamated with KRPL, whereby all assets, properties, liabilities and obligations of the Predecessor-in- title including its one-half undivided share, right, title and interest in the Larger Lands vested absolutely and exclusively in KRPL, in the manner as stated therein.

It appears that, by and under an order dated 13th April 2018 passed by the National Company Law Tribunal, Mumbai Bench under Company Scheme Petition Nos. 106/230-232/NCLT/MB/MAH/2018, the Tribunal allowed the arrangement of a Scheme sought by KRPL under section 230-232 of the Companies Act, 2013 by virtue of which KRPL demerged the Promoter in terms of the Section

Pursuant to the above, KRPL transferred to the M/s Keystone Infrastructure Private Ltd., absolute right to develop all that piece and parcel of land admeasuring 33,417.25 square meters forming part of Old Survey nos. 93 (pt), 200 (pt), 201 (pt), 193 (pt), 192 (pt), 194 (pt), and 197 (pt) and part of new survey no. 5 comprising Avenue D1 admeasuring 9,863.14 square meters, Avenues L1 and L2 collectively admeasuring 14,133.74 square meters and Avenue L4 admeasuring 9,420.37 square meters (hereinafter referred to as "Avenue Land") KRPL inter alia, transferred its full, free, unhindered, unfettered, exclusive and absolute right to develop the Avenue Land by using and exploiting development potential of 77,199 44 square meters (whether by way of FSI or TDR or compensatory FSI or Fungible FSI or premium FSI or any other FSI related scheme by whatsoever name called) on the Avenue Land (without any ownership rights to the Avenue Land) by constructing and developing a residential project on the same in a phase wise manner.

M/s Keystone Infrastructure Private Ltd., has planned the development of the said Avenue Land in phase-wise manner and more particularly the development of Avenue L1, L2, and L4 admeasuring 23,554,11 square meters (hereinafter referred to as the "Avenue L1, L2 and L4 Land"). M/s Keystone Infrastructure Private Ltd., submitted through the Project Architect a Building Proposal in respect of the said Avenue L1, L2 and L4 Land and the VVCMC was pleased to issue the Development Permission no. VVMC/TP/RDP/VP-0453/150/2018-19 dated 05.11.2018 (hereinafter referred to as the "Development Permission") for construction of the residential/commercial building's and through utilisation of the FSI sanctioned under such Commencement Certificate. A copy of the Certificate of Title dated

16.11.2018
Miskita and Co
showing the ne
Authority ha
It app
be

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ADVOCATE HIGH COURT

11.2018 in respect of the said Avenue L1, L2 and L4 Land issued by M/s. M. T. Miskita and Company. It appears that, the 7/12 extract issued by the Talathi office showing the nature of title of KRPL and Evershine to the said Larger Land. The Authority has duly issued the Certificate of Registration for the Real Estate Project,

It appears that, by and under Mortgage Deed dated 26 March, 2021 executed between the Promoter, KRPL and ICICI Bank Limited (therein and hereinafter referred to as the Mortgagee) and Mortgage Deed dated 26 March, 2021 executed between the Promoter and the Mortgagee ("said Mortgage Deeds"), a charge has been created with respect to the Real Estate Project;

It appears that, by Agreement for sale dated 29th March 2022 M/s Keystone Infrastructure Private Ltd., as the Promoter transferred and conveyed the right, title and interest in respect of the flat No. 706, 7th floor, area admeasuring 47.57 sq. mtrs carpet equivalent to 512.04 sq ft of the Project known as Rustomjee Virar Avenue L1, L2 AND L4 wing G situated on all that piece and parcel of New survey Nos. 5,5B, 5D, 5F and 5G, situate lying and being at village Dongare, Dongar Pada also known as village Narangi district Thane (hereinafter referred to as the said flat) in favour of Mr. Sanket Satish Kamble, Mr. Satish Kamble and Mrs. Swati Kamble and Mr. Himanshu Kamble as the Allottees for the price and on the terms and conditions mentined threin. The said Agreement for sale dated 29th March 2022 is duly registered under serial no. VSI5/4740/2022.

Detailed information about property to be mortgaged:

Details	Remark of counsel
1. Whether the document of title given raise any doubts or suspicion	No.
2. Are all the original title deeds available with the mortgagor if not the reason for non-availability of the same : in case the properties are mortgaged to some other entity is the original title deed lying with such entity does such entity have the certified true copy of any / all of the title deeds and lodgment receipt + acknowledgement	Documents at clause 25 be taken on record

letter from registrar for the same	
3. Whether any of the property intended to be given by way of mortgage is subject to any minor's or any other claims? If yes, state whether requisite permission from the concerned court has been obtained and produced or to be obtained?	No
4. Whether the property proposed to be mortgaged is subject to the provision contained under any special enactment / local laws state implications of such enactment on the charge proposed to be created?	No
5. Whether property to be mortgaged is coming under any restrictions on transfer & whether required permission/ consent as per terms of grant /Allotment etc obtained	No restriction for transfer of flat.
6. Whether provision of urban ceiling Act are applicable ? if applicable whether permission obtained	Not applicable
7. Whether the user land has been converted under land revenue law? Whether N.A permission /Change of user permission is obtained ?	Yes
8. Whether required documents are available for creating valid equitable mortgage?	Yes
9. What is the tenure of land? (in case of lease property) and whether necessary consent permission of lessor obtained	N.A.
10. Whether the land is adiwasi (Tribal Land?	NO

11. /prope
yes th
tal

11. Whether the land /property is owned by HUF? If yes then what precautions to be taken by the Bank while accepting property owned by HUF	NO.
12. Is land /property subject to any reservations/ acquisitions requisitions?	NO
13. Whether plans for constructions are sanctioned?	Not provided for confirmation, called upon in required documents at clause 25.
14. Whether commencement certificate issued?	Yes -
15. Whether the project is registered under RERA? And registration certificate is obtained on record	Not provided for confirmation, called upon in required documents at clause 25
16. Whether completion certificate is obtained? (applicable to property which is of ready possession /resale)	No IT IS UNDER CONSTRUCTION PROJECT
17. Whether there are any restriction from corporation such as education Zone". "Green Zone Etc?	No.
18. Is the land taken on lease from state industrial Development corporation? if yes whether tripartite agreement executed?	N.A.
19. Whether there are any prior encumbrances if yes details thereof?	Yes
20. Evidence of possession findings on documents and revenue records details of property Tax land revenue society maintenance charged or any other statutory dues paid upto date or payable)	Latest Property tax paid receipt.
21. In case of companies / societies / association / trust whether	--

a. Memorandum /bye laws of the society / association authorize to offer its property as security	NOC to mortgage issued by the Developer
b. Requisite resolutions have been duly passed by the company / society /Association permitting mortgage of the properties in favour of the Bank	No.
c. Such resolution sets out the names of the persons who are authorized to create charge over the properties	No.
b. in case of public charitable trust whether permission of charity commissioner for borrowing & mortgaging trust property is obtained and conditions stipulated if any.	Not applicable.
22. In case of devolution of property by a will succession	No
A. Whether probate of will succession certificate / Letters of Administration obtained Details thereof	Not applicable
B. If probate / succession certificate not obtained the how the mortgagor proposes to prove the title ?	Not applicable.
C. The safeguards suggested to ensure title to the property offered as security .	Not applicable.
23. a whether title deeds perused are in conformity with the search taken? b. whether the registered title deeds are in conformity with the scanned copies of the same on IGR site?	index II extract confirmed with the IGR Site
24. Whether the chain of title is complete without any missing links	Yes
25. Whether any other documents to be obtained	Following documents are required to be complied and or deposited with the

compliance to be made so as to
create valid mortgage. bank:


1. Original Agreement for sale dated 29th March 2022 between M/s Keystone Infrastructure Private Ltd., as the Promoter and Mr. Sanket Satish Kamble, Mr. Satish Kamble and Mrs. Swati Kamble and Mr. Himanshu Kamble as the Allottees, registration receipt and Index II extract.
2. Original full payment receipt and possession letter issued by M/s Keystone Infrastructure Private Ltd.
3. Original demand letter from M/s Keystone Infrastructure Private Ltd.
4. Original N.O.C. to mortgage to be issued by the Promoter.
5. Original Detail visit report (Inspection of project site, confirming the development permissions and NOC to mortgage with the office of the developer)
6. Original Affidavit of non-encumbrance.
7. Photocopy of RERA registration certificate.
8. Photocopy of Latest Architect report/Occupation certificate.
9. Photocopy of revised/ latest Commencement certificate (



	<p>issued within a year).</p> <p>10. Photocopy of NOC to sell and release issued by the ICICI bank.</p> <p>11. Photocopy of Property Tax Paid receipt.</p> <p>12. Photocopy of demarcated area of the flat on the sanctioned floor plan issued by the corporation.</p>
<p>26. A. whether any charge on subject property is found on CERSAL portal b. if yes its Details</p>	<p>No.</p>

CERTIFICATE OF TITLE AND NO ENCUMBRANCE

I have examined the original title deeds relating to the flat No. 706, 7th floor, area admeasuring 47.57 sq. mtrs carpet equivalent to 512.04 sq ft of the Project known as Rustomjee Virar Avenue L1, L2 AND L4 wing G situated on all that piece and parcel of New survey Nos. 5,5B, 5D, 5F and 5G, situate lying and being at village Dongare, Dongar Pada also known as village Narangi district Thane, I have taken the search with the sub- Registrar of Assurances & Record of Rights for last 30 years vide search Receipt GRN No. MH006198725202324P (Copy of Challan is enclosed herewith). I certify that Mr. Sanket Satish Kamble, Mr. Satish Kamble and Mrs. Swati Kamble and Mr. Himanshu Kamble have an absolute clear and marketable title over the property shown above. I further certify that the documents of title referred to under the opinion are perfect evidence of right title and interest of the borrower / Mortgagor.


VIJAY B. CHAVAN
Advocate