

VIDHYADHAR V. GANGURDE

Advocates High Court

Resi; D/604, Patidar Complex,
Kannamwar Nagar No.02
Vikroli (E), Mumbai - 400 083
Tel : 022 25771765
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Office : F-21, 1st Floor,
Sai Krupa Mall, L.T. Road,
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Mumbai - 400068
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STATE BANK OF INDIA

Ref. No. RN/SBI/BCK//01

Date: 17th December, 2020

Annexure-B

Report of Investigation of Title in respect of immovable Property
(All columns/items are to be completed/commented by the Advocate)

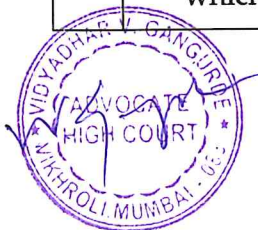
1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, Backbay Reclamation Branch, Mumbai
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Instructions from branch
	c) Name of the Borrower.	M/s. Edel Land Limited
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s. Edel Land Limited
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Ltd Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower/Guarantor
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	Non-Agricultural land approx. 18,478 Sq. Mtrs. along with the building and structures standing thereon at Survey No.56, Hissa No.02, lying, being and situate at Village-Bamansure, Taluka-Alibaug, District-Raigad
	a) Survey No.	Survey No.56, Hissa No.02
	b) Door/House no. (in case of house property)	Survey No.56, Hissa No.02
	c) Extent/ area including plinth/ built up area in case of house property	approx. 18,478 Sq. Mtrs.



	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Village-Bamansure, Taluka-Alibaug, District-Raigad			
	e) Boundaries	<p>On or towards the North: by the Property bearing Gat No.58 and 63;</p> <p>On or towards the South: by the Property bearing Gat No.55 and 56/1;</p> <p>On or towards the East: by the Property bearing Gat No.64;</p> <p>On or towards the West: by the Property bearing Gat No.56/1, 56/3, 57 and 58;</p>			
4.	<p>a) Particulars of the documents scrutinized-serially and chronologically.</p> <p>b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.</p>				
	Sr. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.
	1	20.02.2007	Agreement of Sale executed between M/s. Integrated Marketing Private Limited, through its Director Shri Dilip Kumar De, therein referred to as "Vendor" of the One Part and M/s. Crossborder Investments Private Limited, through its director Shri George Mathew, therein referred to as "Purchaser "	Photocopy	Photocopy Scrutinized by us
	2	20.02.2007	Registration Receipt dated February, 20, 2007, by Sub-Registrar, Alibaug	Photocopy	Photocopy Scrutinized by us
	3	05.07.2017	Order passed by the Hon'ble National Company Law Board in respect dated 12 th March, 2019 in respect of the Scheme of Arrangement between M/s. Edelweiss Finance and Investments Limited, therein referred to as	Photocopy	Photocopy Scrutinized by us



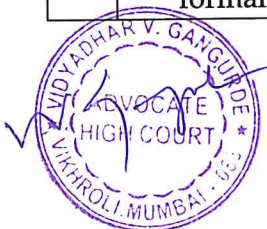
		'Demerged Company' and M/s. Edelweiss Finvest Private Limited, therein referred to as 'First resulting Company' and M/s. Edel Land Limited, therein referred to as 'Second resulting Company'		
4	12.03.2019	Deed of Confirmation dated 12 th March, 2019.	Photocopy	Photocopy Scrutinized by us
5	12.03.2019	Registration receipt dated March, 12, 2019, by Sub-Registrar, Alibaug	Photocopy	Photocopy Scrutinized by us
6	--	Latest 7/12 extracts.	Photocopy	Photocopy Scrutinized by us
7.		Copy of Ferfar		
5.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)		Yes	
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?		Yes	
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).		We have cross checked and nothing observed adverse.	
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?		Yes from the year 2002	
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		Yes	
	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?		Online not Possible	
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?		Sub-Registrar of Assurances at Alibaug	



	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?	Yes
	c) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title 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)	Separate Sheet is attached herewith.
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
10.	If leasehold, whether;	Free Hold
	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 the 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;	No
	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



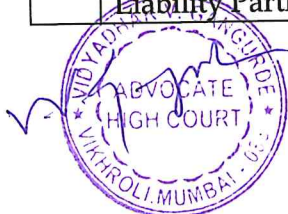
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
12.	If occupancy right, whether;	Not Applicable
	a) Such right is heritable and transferable,	Not Applicable
	b) Mortgage can be created.	Not Applicable
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
14.	If the property 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.	Not Applicable
	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



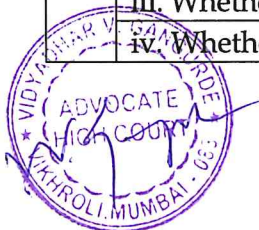
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills?	No
	a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable.
	c) Whether the property is mutated on the basis of will?	Not Applicable
	d) Whether the original will is available?	Not Applicable
	e) Whether the original death certificate of the testator is available?	Not Applicable
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	g) (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Not Applicable
17.	a) Whether the property is subject to any wakf rights?	No
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
	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 YES, 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?	Not Applicable
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Not Applicable
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No, no litigation found in search.
	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/markings?	Not Applicable
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not Applicable
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
25.	a) 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.	Yes
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	No



	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	Yes, Register Bank's charge over said Property with Registrar of Companies, in Form No.8 and 13, within stipulated period and get search carried out Office of Registrar of Companies, at regular intervals
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	Not Applicable
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	No
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?	No
	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 builder/developer and as such is irrevocable as per law.	Not Applicable
	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).	Not Applicable
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	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?	Not Applicable
	iii. Whether the POA is a special or general one?	Not Applicable
	iv. Whether the POA contains a specific authority for execution	Not Applicable



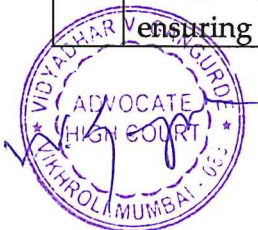
	of title document in question?	
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not Applicable
	g) Please comment on the genuineness of POA?	Not Applicable
	h) The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Ownership
	a) Promoter's/Land owner's title to the land/ building;	M/s. Edel Land Limited has ownership rights over the said Land.
	b) Development Agreement/Power of Attorney;	Not Applicable
	c) Extent of authority of the Developer/builder;	Not Applicable
	d) Independent title verification of the Land and/or building in question;	Not Applicable
	e) Agreement for sale (duly registered);	Deed of Conveyance is executed and duly registered.
	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.;	The Group Gram-Panchayat at Kihim have issued NOC bearing no. 1066/2007-08 dated 1.11.2007 for carrying construction activity at S. No. 56/1/2/3 at Village-Bamansure, Taluka-Alibaug, District-Raigad.
	i) Conveyance in favour of Society/ Condominium concerned;	Not Applicable
	j) Occupancy Certificate/allotment letter/letter of possession;	Occupancy Certificate obtained.
	k) Membership details in the Society etc.;	Not Applicable
	l) Share Certificates;	Not Applicable



	m) No Objection Letter from the Society;	Not Applicable
	n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Not Applicable
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not Applicable
	q) Whether the numbering pattern of the units/flats 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.	<u>Nil</u>
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.	Period covered under the Encumbrances Certificate is 30 Years.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Latest Property tax bill and payment receipt to be taken on record.
33	a) Urban land ceiling clearance, whether required and if so, details thereon.	<u>Not Applicable</u>
	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	No notice of the pendency of any proceedings by Income Tax Department is produced to us. <u>Declaration by mortgagor to this effect should be taken on record. In case of any pending proceedings, Certificate U/s 281 of the Income Tax Act, 1961 to be obtained.</u>
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
36	a) Whether the property offered as security is clearly demarcated?	Yes
	b) Whether the demarcation/ partition of the property is legally valid?	Yes
	c) Whether the property has clear access as per documents? (The property should be legally accessible through	Yes



	normal carriers to transport goods to factories / houses, as the case may be).	
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Not Applicable. Not Applicable. Not Applicable. 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.	Valuation Report not verified ✗
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.)	Valuation Report not verified. ✗
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 SARFAESI Act, if required against the property offered as security? Property is SARFAESI compliant (Y/N)	Yes 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 perfection of security.	Registered Mortgage



46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	All Designated Directors of M/s. Edel Land Limited
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Yes.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No. Registration Certificate to be obtained.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable

Place: -Mumbai



VIDYADHAR. GANGURDE
B.A. LLB
Advocate, High Court

Annexure-C: Certificate of title

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

2. 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), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). 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 Encumbrance Certificate for the period from 1991 to 2020, pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable). **NOT APPLICABLE.**

8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower **M/s. Edel Land Limited.**

9. I certify that **M/s. Edel Land Limited** have 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.



10. In case of creation of **Registered Mortgage**, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

Sr. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.
1	20.02.2007	Agreement of Sale executed between M/s. Integrated Marketing Private Limited, through its Director Shri Dilip Kumar De, therein referred to as "Vendor" of the One Part and M/s. Crossborder Investments Private Limited, through its director Shri George Mathew, therein referred to as "Purchaser "	Original
2	20.02.2007	Registration Receipt dated February, 20, 2007, by Sub-Registrar, Alibaug	Original
3	05.07.2017	Order passed by the Hon'ble National Company Law Board in respect dated 12 th March, 2019 in respect of the Scheme of Arrangement between M/s. Edelweiss Finance and Investments Limited, therein referred to as 'Demerged Company' and M/s. Edelweiss Finvest Private Limited, therein referred to as 'First resulting Company' and M/s. Edel Land Limited, therein referred to as 'Second resulting Company'	Original
4	12.03.2019	Deed of Confirmation dated 12 th March, 2019.	Original
5	12.03.2019	Registration receipt dated March, 12, 2019, by Sub-Registrar, Alibaug	Original
6	--	Latest 7/12 extracts.	Original
7.		Copy of Ferfar	Original
8.	13.05.1997	N.A. Permission bearing Ref. No.Masha/A-1/S.R./110/1996 dated 13 th May, 1997, was issued by Collector Raigad, Alibaug for use of Hotel and resorts on said Property	Copy
9.		Latest Property Tax Paid Receipt;	Copy



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

12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

Non-Agricultural land approx. 18,478 Sq. Mtrs. along with the building and structures standing thereon at Survey No.56, Hissa No.02, lying, being and situate at Village-Bamansure, Taluka-Alibaug, District-Raigad.

Place: -Mumbai

Advocate



ANNEXURE-1
FLOW OF TITLE

We have perused papers, documents, Search Report etc. and observe that Shri Dinkar M. Patil, was original owner of all that Non-Agricultural land approx. 18,478 Sq. Mtrs. at Survey No.56, Hissa No.02, lying, being and situate at Village-Bamansure, Taluka-Alibaug, District-Raigad.

Shri Dinkar M. Patil by Agreement of Sale dated 13/07/1988 assigned/transferred Non-Agricultural land approx. 18,478 Sq. Mtrs. at Survey No.56, Hissa No.02, lying, being and situate at Village-Bamansure, Taluka-Alibaug, District-Raigad to M/s. Integrated Marketing Private Limited, through its director Shri Dilip Kumar De.

By and under mutation entry No.34 name of M/s. Integrated Marketing Private Limited is entered/mutated in 7/12 extract.

We also observe that the area admeasuring 0.020 Are (approx. 2 Sq. Mtrs.) out of said Property is acquired for lying down the gas pipeline for the I.P.C.L. as per mutation entry No.161 dated June, 07, 1993.

N.A. Permission bearing Ref. No.Masha/A-1/S.R./110/1996 dated 13thMay, 1997 issued by Collector Raigad, Alibaug

We also observe that Survey No.56, Hissa No.A, changed to Survey No.56, Hissa No.01, and Survey No.56, Hissa No.C now changed to Survey No.56, Hissa No.03, for computerized purpose

M/s. Integrated Marketing Private Limited, through its Director Shri Dilip Kumar De assigned/transferred Non-Agricultural land approx. 18,478 Sq. Mtrs. at Survey No.56, Hissa No.02, lying, being and situate at Village-Bamansure, Taluka-Alibaug, District-Raigad to M/s. Crossborder Investments Private Limited M/s. Crossborder Investments Private Limited, by executing a Agreement of Sale dtd.20.02.2007 which is duly registered with Sub-Registrar, Alibaug dtd.20.02.2007, Under Sr. No. 882-2007, Mentioned in Mutation Entry No.594.

In terms of fresh Certificate of Incorporation dated 20.08.2009, issued by the Deputy-Registrar of Companies, Mumbai, Maharashtra Name of M/s. Crossborder Investments Private Limited, changed to M/s. Edelweiss Finance and Investments Private Limited, as per record in Mutation entry No.789 dated 24, July, 2009

By Order dated 05th July 2017 passed by the Hon'ble National Company Law Board in respect of the Scheme of Arrangement between M/s. Edelweiss Finance and Investments Limited, therein referred to as 'Demerged Company' and M/s. Edelweiss Finvest Private



Limited, therein referred to as 'First resulting Company' and M/s. Edel Land Limited, therein referred to as 'Second resulting Company' all the assets and immovable properties of Demerged undertaking have been transferred to the second Resulting Company without execution of any Deed/Instrument of conveyance for the same and have become the property of the second Resulting Company and said Order along with Deed of Confirmation was executed and registered on 12th March, 2019, which is duly registered with Sub-Registrar, Alibaug dtd.12.03.2019, Under Sr. No. 897-2019, Mentioned in Mutation Entry No.1080.

In view of what is stated hereinabove, we are of the opinion that M/s. Edel Land Limited. have quiet, vacant and peaceful possession of the captioned property and have marketable title to the said property.

Place: -Mumbai

Advocate

