

VIDHYADHAR V. GANGURDE

Advocates High Court

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STATE BANK OF INDIA

Ref. No.SBI/BCK/01/2021

Date: 01.07.2021

To
Assistant General Manager,
STATE BANK OF INDIA,
Backbay Reclamation Branch, Mumbai

Dear Sir/Madam,

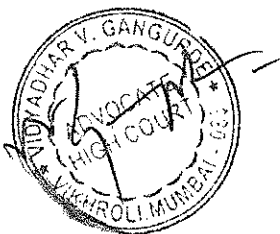
Annexure - B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

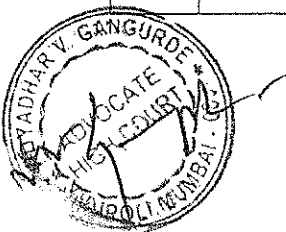
1. a)	Name of the Branch/ BU seeking opinion	STATE BANK OF INDIA, Backbay Reclamation Branch MUMBAI.
b)	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded.	By Hand
c)	Name of the Borrowers.	M/S. EDELWEISS RURAL & CORPORATE SERVICES LIMITED.
2. a)	Name of the Unit/Concern/Builders/Person offering the Property (ies) as Security.	M/S. EDELWEISS RURAL & CORPORATE SERVICES LIMITED. (hereinafter referred to as the Borrowers).
b)	Constitution of the Unit / Concern / person / body/authority offering the property for creation of charge.	Limited Company.
c)	State as to under what capacity is security offered (whether as joint applicant or Borrowers or as guarantor etc.)	Borrower.
3.	Complete or full description of the immovable property/ (ies) Offered as security for creation of mortgage whether Equitable/ registered mortgage.	



a)	Survey no.	Survey No.294, Hissa No.03, City Survey No.5443
b)	Door no. (in case of house property) :	Office Premises having area admeasuring 1450.45 sq. mtrs B/U area on 5 th Floor.
c)	Extent/area including plinth/built up area in case of House property	Area admeasuring 1450.45 sq. mtrs B/U.
d)	Locations like name of the place, village, city, registration, Sub-district etc.	Village-Kole Kalyan, Taluka-Andheri, Mumbai Suburban District, in the Registration District and Sub- District of Mumbai Suburban.
e)	Boundaries :	On or towards East: By Survey No. 94, Hissa No. 1. On or towards West: By Survey No. 204, Hissa No. 2 & Survey No. 293, Hissa No. 6. On or towards North: By Survey No. 294, Hissa No. 5 and party by a road. On or towards South: By Survey No. 294, Hissa No. 1.
4. A)	Particulars of the documents scrutinized-serially and Chronologically	<u>Title Deeds in Originals seen by us:</u> (i) Agreement for Sale dated 29 th September, 2011, executed between M/s. Comfort Projects Limited, therein referred to as 'Owner' and M/s. Edelweiss Broking Limited, therein referred to as 'Purchaser'. (ii) Registration Receipt No.453 for Rs.30680/, issued by Sub-Registrar, Andheri-2. (iii) Sale Deed dated 28 th



		<p>December, 2018, executed between M/s. Edelweiss Broking Limited, therein referred to as 'Vendor' and M/s. Edelweiss Commodities Services Limited, therein referred to as 'Purchaser',</p> <p>(iv) Registration Receipt No.14641 for Rs.30,920/, issued by Sub-Registrar, Andheri-2.</p> <p>(v) Index II issued by dated 28.12.2018 Sub-Registrar, Andheri-2.</p> <p>(vi) Occupancy Certificate bearing Ref. No. CE / 2434 / WS/AH dated 23.04.2010 (for Building having 3 level basement car parking + Utilities + Ground (P) + Stilt (p) + 1st to 14th Upper Floors) Municipal Corporation of Greater Mumbai.</p> <p>(vii) Release Letter issued by dated 28.11.2019 from Kotak Mahindra Bank Limited.</p> <p>(viii) Certificate of Incorporation dated 7th May, 2009, issued by Deputy-Registrar of Companies, Mumbai, Maharashtra, name of M/s. Sky Heights Developers Private Limited, was changed to M/s. Comfort Projects Private</p>
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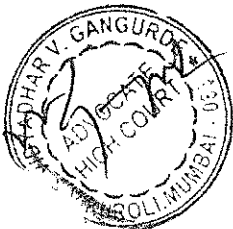
		Limited.
b)	Nature of documents verified and as to whether they are Originals or certified copies or registration extracts duly Certified. Note: Only originals or certified extracts from the Registering/land/revenue/other authorities be examined.	Yes
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	Yes
	i) Whether all pages in the certified copies of title document which are obtained directly from sub Registrar's office have been verified page with the original document submitted?	No
	ii) Whether the certified copies of title document are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page with the original produced. (In case original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)	NOT APPLICABLE
6 a)	Whether the records of registrar of Office or revenue authorities relevant to the property in question are available for verification through any online portal or computer systems?	Yes
b)	If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	We have cross checked and nothing adverse observed.



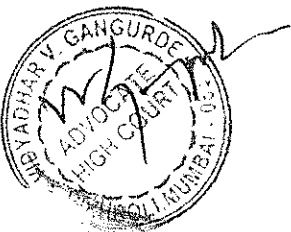
c)	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	The stamp duty is paid offline hence genuineness of the stamp paper is not possible to be got verified from any online portal.
7. a)	Property Offered as security falls within the jurisdiction of which Sub-Registrar Office?	SRO Andheri
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 – 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 question?	No
8.	Flow of titles tracing out the title, of the intended Mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, 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).	<u>As per Annexure-A-1.</u>
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 rights
10	If leasehold, whether, a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the leasehold right. c) duration of the Lease/unexpired	Not Applicable



	<p>period of lease,</p> <p>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.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?.</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	
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
	Whether 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;	Yes
	<p>a) Such right is heritable and transferable,</p> <p>b) Mortgage can be created.</p>	Yes - subject to the No objection/consent of the Owner.
13.	Nature of Minor's interest, if any and if so, whether Creation of mortgage could be possible-the Modalities/procedure to be followed and the reasons for Coming to such conclusion.	No Minor's interest involved.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether.	No Gift deed involved.
	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 are any restrictions 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 persons 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 /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.	No partition /settlement deeds involved.
	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 mortgage able 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 area executed in counterparts or in more than one set? It so additional precautions to be taken for avoiding multiple mortgages?	NOT APPLICABLE.
16.	Whether the title documents include any testamentary documents / wills?	No Testamentary documents / wills involved.
	a. In case of wills, whether the will is registered or unregistered Will?	NOT APPLICABLE.
	b. Whether the Will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NOT APPLICABLE.



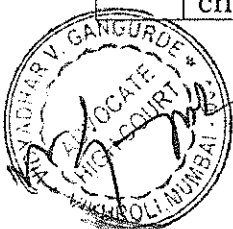
c.	Whether the property is mutated on the basis of will?	NOT APPLICABLE.
d.	Whether the Original Will is available?	NOT APPLICABLE.
e.	Whether the Original Death Certificate of the testator is available?	NOT APPLICABLE.
f.	What are the circumstances and/or documents to establish the will in question 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 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 Co-parceners 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?	No
	(b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property.	NOT APPLICABLE



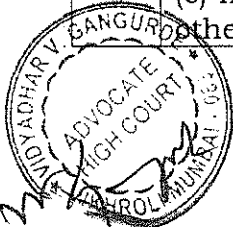
	(c) if so additional precautions/permissions to be obtained for creation of valid mortgage?	NOT APPLICABLE.
	(d) Requirements, if any creation of mortgage as per the central/state laws applicable to the trust in the matter.	NOT APPLICABLE.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	NO
	(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 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 any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal 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
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future	NOT APPLICABLE.



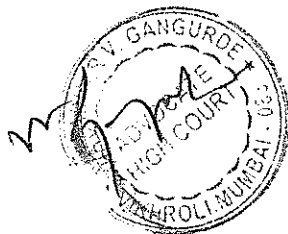
	enforcement?	
	(c) Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question" In such case please comment on such seal/markings.	NOT APPLICABLE.
24.	(a) In case of partnership firm, Whether the property belongs to the firm and the deed is property registered.	NO
	(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.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Builders Registrar (ROC), Articles of Association / provision for common seal etc.	Property belongs to a Limited Company. The Bank is advised to verify the borrowing powers, board resolutions and authorization to create mortgage/execution of documents. The bank is also advised to obtain a ROC search report to verify the prior charges over the property, if any.
	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) ?	NOT APPLICABLE.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the	NOT APPLICABLE.



	property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.	
	iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied? Yes/No	NOT APPLICABLE.
26.	In case of Societies, Associations, the required authority/power to Borrowers 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 registered document and hence it has created an interest in favor of the Builders/Owners 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 involves is (i) one executed by the Owners viz. Companies / Firms / Individual or Proprietary Concerns in favor of their Partners /Employees/Authorized Representatives to sign Flat Allotment Letter, NOC'S Agreements of Sale, Sale Deeds, etc. in favor of buyers of flats/units (Promoter's POA) or (ii) other type of POA (common POA).	NOT APPLICABLE.
	(d) In case of Promoter'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 Owners' POA) please	NOT APPLICABLE.



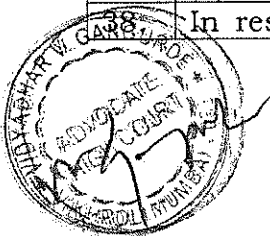
	clarify the following clauses in respect of POA.	
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	NOT APPLICABLE.
	ii. Whether the POA is a registered one?	NOT APPLICABLE.
	iii. Whether the POA is a special or general one?	NOT APPLICABLE.
	iv. Whether the POA contains a specific authority for execution of title documents in question?	NOT APPLICABLE.
	(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 the 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 property 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:-	Commercial Premises in the Building constructed by M/s. Comfort Projects Limited.
a.	Owner's/Land owner's title to the land/building	Yes, Commercial Premises in the Building constructed by M/s. Comfort Projects Limited.
b.	Development Agreement for Sale /power of Attorney	Development Agreement is executed but not Registered.
c.	Extent of authority of the Owners/Builders.	Sell
d.	Independent title verification of the land and/or building in Question.	Yes



e.	Agreement for Sales for Sale (duly registered)	Yes
f.	Payment of proper stamp duty	It is duly stamped under the provisions of the Stamp Act.
g.	Requirement of Registration of Sale Agreement Development Agreement, POA etc.	NOT APPLICABLE
h.	Approval of Building Plan, permission of appropriated/local authority etc.	Yes
i.	Conveyance in favor of Society / Condominium concerned.	NOT APPLICABLE
j.	Occupancy Certificate/ Allotment Letter/Letter of Possession.	Furnished
k.	Membership details in the Society etc;	NOT APPLICABLE
l	Share Certificate.	NOT APPLICABLE
m.	No objection letter from the society.	No Objection from said Owner for mortgage is to be obtained.
n.	All legal requirements under the local/Municipal laws, Regarding ownership of Shops/Apartments/Building Regulation, Development Control Regulations, Co-operative Societies Laws etc.	Yes
o.	Requirements, for noting the Bank charges on the records of the Housing Society, if any.	Yes, With Owner
p.	If the property is vacant land and construction is yet to be made, approval by lay-out and other precautions, if any.	Building is standing there-on.
q.	Whether the numbering the pattern of the Units/flats tally in all documents such as approved plan, agreement plan etc.	Yes
30.	Encumbrance, Attachments, and/or claims whether of Government, Central or State or other local authorities or Third Party claim, Leins etc. And details thereof.	<u>Nil</u>
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of chare if any.	We have taken search with the Sub-Registrar Office at Borivali for a period of 30 years from 1992 to 2021.



32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid what remedy?	Obtain Latest Municipal/Assessment and Out-goings Bill/Receipt.
33.	<p>a. Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>-----</p> <p>b. Whether No Objection Certificate under the income Tax Act is required/ obtained.</p>	<p>Not Applicable</p> <p>As per Section 281 of Income Tax Act, prior permission of Income Tax Department is required to create mortgage of the subject Property. However, in the absence of any notice of pendency of any proceedings or demand notice by Income Tax Department, a Declaration cum Indemnity by Mortgagor along with Certificate from a Chartered Accountant to this effect may be taken till the Mortgagor obtain, Certificate u/s 281 of the Income Tax Act 1961.</p>
34.	Details of RTC extracts /mutation extracts/ Katha extracts Pertaining to the property in question.	Nil
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Property card Stands in name of Owners
36.	(a) Whether the property offered as security is clearly demarcated?	Yes, no discrepancy observed.
	(b) Whether the demarcation / partition of the property is legally valid?	
	(c) Whether the property has clear access as per documents?	
37.	<p>Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any reveled on such scrutiny?</p> <p>(a) Document in relation to electricity connection.</p> <p>(b) Document in relation to water connection.</p> <p>(c) Document in relation to Sales Tax Registration, if any applicable.</p> <p>(d) Other utility, if any.</p>	Yes, no discrepancy observed.
	In respect of the boundaries of the	No discrepancy observed.



	property, whether there is a difference / discrepancy if 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.	
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 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)	No discrepancy observed.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of property registration of documents, payment of property Stamp duty	NO
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property as security?	Yes
42.	In case of absence of original titles 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.	Need to verify
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.	Nil
45.	Additional suggestions, if any to	Notice of Intimation and CERSAI



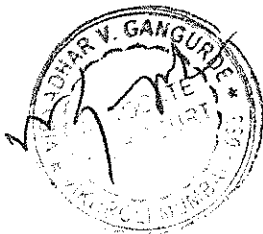
	safeguard the interest of Bank / ensuring the perfection of Security.	should be done within 30 days from the creation of equitable mortgage and/or disbursement of loan amount.
46.	The specific person who are required to create Mortgage/to deposit document creating mortgage.	M/S. EDELWEISS RURAL & CORPORATE SERVICES LIMITED.
47.	a. Whether the Real Estate Project Comes Under Real Estate (Regulatory and Development) Act,2016?	No, Permission is prior to 2016.
	b. Whether the Project is Registered with the Real Estate Regulatory Authority? If so, the Details of such Registration Are to Be Furnished.	NOT APPLICABLE
	c. Whether the Registered Agreement for Sale as Prescribed in the Above Act/Rules there Under is executed?	NOT APPLICABLE
	d. Whether the Details of the Apartment/Plot in Question are Verified with the List of Apartments or Plots Booked as Uploaded by the Promoter in the Website of Real Estate Regulatory Authority?	NOT APPLICABLE

CERTIFICATE OF TITLE

Annexure C

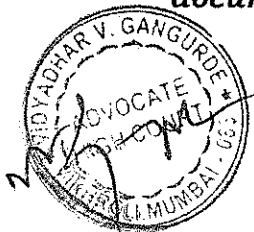
We have examined the original of Title Deeds intended to be deposited relating to the Schedule property/(ies) to be offered as security by way of Registered Mortgage and that the copies/original of documents of title referred to in the Opinion are valid evidence of Right, Title and Interest and that the said **Registered Mortgage** to be created on production of original title deeds will satisfy the requirements of creation of Registered Mortgage and we further certify that:

1. We have examined the original/copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
2. We confirm having made a search in the Land/ Revenue Records. We also Confirm having verification and checked the records of the relevant Government offices/ Sub Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of the Companies, Wakf Board



(Wherever Applicable) we do not find anything adverse which would prevent the Title Holder from creating a valid Mortgage. We are liable/responsible, if any loss is caused to the Bank due to negligence on our part or by our agent in making search.

3. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, Certified Copies of such the Title Deeds obtained from the Concerned Registrar office and encumbrance certificate (E.C) we hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
4. Subject to charge of Kotak Mahindra Bank Limited, there are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from Encumbrance Certificate for the period from 1992 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds.
5. 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. : NOT APPLICABLE.
6. 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).
7. Therefore subject to above mortgage if created will be available to the Bank for the Liability of the Intending Borrowers, **M/S. ECL FINANCE LIMITED, M/S. EDELWEISS HOUSING FINANCE LIMITED AND M/S. EDELWEISS RETAIL FINANCE LIMITED.**
8. We certify that **M/S. EDELWEISS RURAL & CORPORATE SERVICES LIMITED** have an absolute, clear and Marketable title over the Schedule property/(ies).
9. We further certify that the above title deeds are genuine and a valid mortgage can be created and the Mortgage would be enforceable.
10. It is certified that the property is SARFAESI compliant.
11. ***In case of creation of Mortgage by Deposit of Title deeds, we certify that deposit of following Title deeds/documents would create a valid and enforceable mortgage.***



1. **Original** Agreement for Sale dated 29th September, 2011, executed between M/s. Comfort Projects Limited, therein referred to as 'Owner' and M/s. Edelweiss Broking Limited, therein referred to as 'Purchaser'
 2. **Original** Registration Receipt No.453 for Rs.30680/, issued by Sub-Registrar, Andheri-2.
 3. **Original** Sale Deed dated 28th December, 2018, executed between M/s. Edelweiss Broking Limited, therein referred to as 'Vendor' and M/s. Edelweiss Commodities Services Limited, therein referred to as 'Purchaser',.
 4. **Original** Registration Receipt No.14641 for Rs.30,920/, issued by Sub-Registrar, Andheri-2.
 5. **Original** Index II issued by dated 28.12.2018 Sub-Registrar, Andheri-2.
 6. **Original** Receipt/s for Payment / Consideration.
 7. Copy of Occupancy Certificate
 8. **Original** Release Letter issued by dated 28.11.2019 from Kotak Mahindra Bank Limited.
 9. Copy Of Certificate of Incorporation dated 7th May, 2009, issued by Deputy-Registrar of Companies, Mumbai, Maharashtra, name of M/s. Sky Heights Developers Private Limited, was changed to M/s. Comfort Projects Private Limited.
- 12. There are no legal impediments for creation of Mortgage under any applicable Law/ Rules in force.**

SCHEDULE OF PROPERTY

Office Premises having area admeasuring 1450.45 sq. mtrs B/U area on 5th Floor in Building known as 'Edelweiss House', at Windsor Lane, Off C.S.T. Road, Kalina, Santacruz (E), Mumbai-400098 constructed on a forming part of land bearing Survey No.294, Hissa No.03, City Survey No.5443, Village-Kolekalyan, Taluka-Andheri, Mumbai Suburban District in the Registration District and Sub-District of Mumbai Suburban.

V. V. Gangurde
Advocate



Bank: State Bank of India, Backbay Reclamation
Ann.A-I
A/c. M/S. EDELWEISS RURAL & CORPORATE SERVICES LIMITED.

Flow of Title

We have perused papers, documents and observe that (under mutation entry No.424 of Property card) prior to 1967, that M/s. Consolidated Crop Protection Private Limited, was owner of land/property bearing Survey No.294, Hissa No.03, City Survey No.5443, Village-Kolekalyan, Taluka-Andheri, Mumbai Suburban District in the Registration District and Sub- District of Mumbai Suburban i.e. **said Property**.

Further observed that, by Deed of Conveyance dated 6th November, 1967, executed between M/s. Consolidated Crop Protection Private Limited, therein referred to as 'Vendors' and M/s. Precision Taps and Dies Private Limited, therein referred to as 'Purchasers' whereby said Vendors have sold/transferred/conveyed said Property to said Purchasers, registered under No.4590/1967 of 1967 at office of Sub-Registrar, Mumbai.

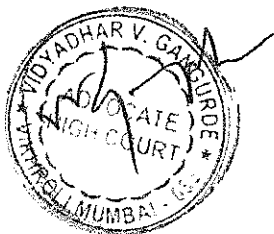
Further observed that, in terms of Certificate of Incorporation dated 14.12.1998, issued by Deputy-Registrar of Companies, Mumbai, Maharashtra, name of M/s. Precision Taps and Dies Private Limited, was changed to M/s. Precision Taps and Dies Fasteners Private Limited.

Further observed that, by Development Agreement dated 4th June, 2007, executed between M/s. Precision Taps and Dies Fasteners Private Limited, therein referred to as 'Owners' and M/s. Sky Heights Developers Private Limited, therein referred to as 'Developers', whereby said Owners granted development rights of said property to said Developers, registered under No.BDR1-5070-2007 on 05.06.2007, at office of Sub-Registrar, Andheri-1.

Further observed that, Building Plan/s were approved and Commencement Certificate bearing Ref. No.CHE/2434/WS//AH/AK dated 06.11.2007, was issued by MCGM.

Further observed that, in terms of Certificate of Incorporation issued by Deputy-Registrar of Companies, Mumbai, Maharashtra, name of M/s. Precision Taps and Dies Fasteners Private Limited, was changed to M/s. SGD Trading Company Private Limited.

Further observed that, in terms of Certificate of Incorporation dated 7th May, 2009, issued by Deputy-Registrar of Companies, Mumbai, Maharashtra, name of M/s. Sky Heights Developers Private Limited, was changed to M/s. Comfort Projects Private Limited.



Further observed from papers, documents including that M/s. Comfort Projects Private Limited, had necessary authority to develop, deal with premises on said Property

Further observed that, by Deed of Conveyance dated 29th April, 2010, executed between M/s. SGD Trading Company Private Limited, therein referred to as 'Vendors' and M/s. Comfort Projects Private Limited, therein referred to as 'Purchasers' whereby said Vendors have sold/transferred/conveyed said Property to said Purchasers, registered under No.BDR4-4043-2010 on 29.02.2010, at office of Sub-Registrar, Andheri-2.

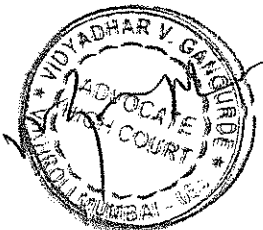
Further observed that, the said M/s. Comfort Projects Private Limited have constructed building known as 'Edelweiss House' having 3 level basement car parking + Utilities + Ground (P) + Stilt (p) + 1st to 14th Upper Floors, as per approved Plans and permissions obtained from concerned authorities._

Further observed that, in terms of Certificate of Incorporation issued by Deputy-Registrar of Companies, Mumbai, Maharashtra, name of M/s. Comfort Projects Private Limited, was changed to M/s. Comfort Projects Limited.

Further observed that, Occupancy Certificate bearing Ref. No.CE/2434/WS/AH dated 23.04.2010 (for Building having 3 level basement car parking + Utilities + Ground (P) + Stilt (p) + 1st to 14th Upper Floors) is issued by Executive Engineer, Bldg. Proposals (W/S) H Ward, Municipal Corporation of Greater Mumbai.

Further observed that, by an Agreement for Sale dated 29th September, 2011, executed between M/s. Comfort Projects Limited, therein referred to as 'Owner' and M/s. Edelweiss Broking Limited, therein referred to as 'Purchaser' whereby said Developers have sold/transferred said Office Premises having area admeasuring 1450.45 sq. mtrs B/U area on 5th Floor to said Purchaser, registered under No.BDR4-450-2012 on 18/01/2012, at office of Sub-Registrar, Andheri-2.

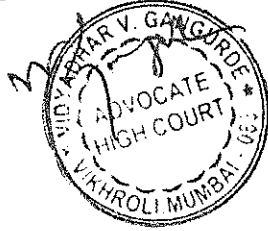
Further observed that, by Sale Deed dated 28th December, 2018, executed between M/s. Edelweiss Broking Limited, therein referred to as 'Vendor' and M/s. Edelweiss Commodities Services Limited, therein referred to as 'Purchaser', whereby said Vendor have sold/transferred Office Premises having area admeasuring 1450.45 sq. mtrs B/U area on 5th Floor to said Purchasers, registered under No.BDR4-12598-2018 on 28/12/2018, at office of Sub-Registrar, Andheri-2.



Further observed that, in terms of Certificate of Incorporation dated 12th March, 2019, issued by Registrar of Companies, Mumbai, Maharashtra, name of M/s. Edelweiss Commodities Services Limited, was changed to M/s. Edelweiss Rural & Corporate Services Limited.

We are of opinion that M/s. Edelweiss Rural & Corporate Services Limited has a valid, clear, legal, marketable title to said Flat and it is free from registered encumbrances,

Yours truly,
V. V. Gangurde
Advocate



SEARCH REPORT

Shri Rakesh Patel

To,
V. Gangurde,
Advocate, High Court, Mumbai.
Sir,

Re: Search of Property being Office Premises having area admeasuring 1450.45 sq. mtrs B/U area on 5th Floor in Building known as 'Edelweiss House', at Windsor Lane, Off C.S.T. Road, Kalina, Santacruz (E), Mumbai-400098 constructed on a forming part of land bearing Survey No.294, Hissa No.03, City Survey No.5443, Village-Kolekalyan, Taluka-Andheri, Mumbai Suburban District in the Registration District and Sub- District of Mumbai Suburban.

Belonging To: M/S. EDELWEISS RURAL & CORPORATE SERVICES LIMITED.

As per your instructions, I have taken Search in respect of above-mentioned Flat, from 1992 to 2021 (30 Years), at office of Sub-Registrar, Andheri

At Andheri S.R.O. from year 1992 to 2021

1992)
To S.P.T.
1997)

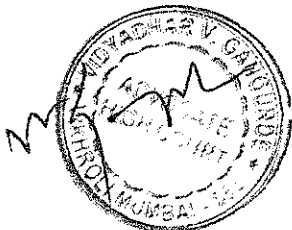
1998)
To Torn
2001)

2002)
To Nil
2006)

2007) Entry

Development Agreement dated 4th June, 2007, executed between M/s. Precision Taps and Dies Fasteners Private Limited, therein referred to as 'Owners' and M/s. Sky Heights Developers Private Limited, therein referred to as 'Developers', whereby said Owners granted development rights of said property to said Developers, registered under No.BDR1-5070-2007 on 05.06.2007, at office of Sub-Registrar, Andheri-1.

2007)



To Nil
2009)

2010) Entry

Deed of Conveyance dated 29th April, 2010, executed between M/s. SGD Trading Company Private Limited, therein referred to as 'Vendors' and M/s. Comfort Projects Private Limited, therein referred to as 'Purchasers' whereby said Vendors have sold/transferred/conveyed said Property to said Purchasers, registered under No.BDR4-4043-2010 on 29.02.2010, at office of Sub-Registrar, Andheri-2.

2011) Nil

2012) Entry

Agreement for Sale dated 29th September, 2011, executed between M/s. Comfort Projects Limited, therein referred to as 'Owner' and M/s. Edelweiss Broking Limited, therein referred to as 'Purchaser' whereby said Developers have sold/transferred said Office Premises having area admeasuring 1450.45 sq. mtrs B/U area on 5th Floor to said Purchaser, registered under No.BDR4-450-2012 on 18/01/2012, at office of Sub-Registrar, Andheri-2.

2013)
To Nil
2017)

2018) Entry

Sale Deed dated 28th December, 2018, executed between M/s. Edelweiss Broking Limited, therein referred to as 'Vendor' and M/s. Edelweiss Commodities Services Limited, therein referred to as 'Purchaser', whereby said Vendor have sold/transferred Office Premises having area admeasuring 1450.45 sq. mtrs B/U area on 5th Floor to said Purchasers, registered under No.BDR4-12598-2018 on 28/12/2018, at office of Sub-Registrar, Andheri-2.

2019) Nil
2020) Record Not ready
2021) Record Not ready

Remarks:

Above Search Report is subject to Records at Sub-Registrar's Office, in torn/mutilated/not filed/available, for several periods/years.

(Sh. Rakesh Patel)

