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Ref. No. RN/SBI/BACKBAY/ERCSSL/01

September 06, 2021

To
The Deputy General Manager,
STATE BANK OF INDIA,
Backbay Reclamation Branch,
1st Floor, Tulsiani Chambers,
Nariman Point, Mumbai – 400 021

Dear Sir/Madam,

Annexure "B"

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1.	a) Name of the Branch/ Business Unit Office seeking opinion.	STATE BANK OF INDIA, Backbay Reclamation Branch, 1 st Floor, Tulsiani Chambers, Nariman Point, Mumbai – 400 021.
	b) Reference No. and date of the letter under the cover of the documents tendered for scrutiny.	By Hand
	c) Name of the Borrower.	M/S. ECL FINANCE LIMITED.
2.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) as security.	M/S. ECL FINANCE LIMITED.
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Limited Company.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	Borrowers
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Office Premises having area admeasuring 13,409.63 sq.ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (Built-up area) on 10 th Floor of the Building known as 'Edelweiss House' ("said Building"), situated at Windsor Lane, Off C.S.T. Road, Kalina, Santacruz (E), Mumbai-400098 (hereinafter referred to as 'said Office Premises').



	a) Survey No.	Survey No.294, Hissa No.03, City Survey No.5443, Village-Kole Kalyan, Taluka-Bandra, Mumbai Suburban District in the Registration District and Sub- District of Mumbai Suburban (hereinafter referred to as 'said Property').
	b) Door no. (in case of house property)	Office Premises having area admeasuring 13409.63 Sq.ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (Built-up area) on 10 th Floor.
	c) Extent/ area including plinth/ built up area in case of house property.	Area admeasuring 13409.63 Sq.ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (Built-up area).
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village-Kole Kalyan, Taluka-Bandra, Mumbai Suburban District, in the Registration District and Sub- District of Mumbai Suburban.
	e). Boundaries	On or towards East: By the property bearing survey number 94, Hissa No. 1. On or towards West: By the property bearing survey number 294, Hissa No. 2 and survey number 293, Hissa No. 6. On or towards North: By the property bearing survey number 294, Hissa No. 5 and party by a road. On or towards South: By the property bearing survey number 294, Hissa No. 1.
4.	a) Particulars of the documents scrutinized- serially and chronologically.	Mentioned herein under.
	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.	Mentioned herein under.



Sr. No.	Date of Document	Name of the parties	Original/Certified Photocopy/true copy
1.	06.11.2007	Commencement Certificate bearing Ref. No. CHE / 2434 /WS / AH/AK dated 06.11.2007, and revised Commencement Certificate dated 17 February 2009, 17 June 2009 and 05 December 2009 issued by Municipal Corporation of Greater Mumbai (MCGM).	Copy verified.
2.	07.05.2009	Fresh Certificate of Incorporation Consequent upon change of name issued by the Deputy Registrar of Companies, Mumbai whereby name of M/s. Sky Heights Developers Private Limited, was changed to M/s. Comfort Projects Private Limited	Copy verified.
3.	23.04.2010	Occupancy Certificate bearing Ref. No. CE / 2434 / WS/AH issued by Executive Engineer, Bldg. Proposals (W/S) H Ward, Municipal Corporation of Greater Mumbai.	Copy verified.
4.	13.01.2011	Fresh Certificate of Incorporation Consequent upon change of name issued by the Registrar of Companies, Mumbai whereby name of M/s. Comfort Projects Private Limited, was changed to M/s. Comfort Projects Limited.	Copy verified.
5.	29.09.2011	Agreement for Sale executed between Comfort Projects Ltd., therein referred to as 'Owner' and ECL Finance Limited, therein referred to as 'Purchaser'.	Original verified
6.	18.01.2012	Registration Receipt No.452 for Rs.30680/-, issued by Sub-Registrar, Andheri-2.	Original verified.
7.	18.01.2012	Index II issued by Sub-Registrar, Andheri-2.	Original verified.
8.	---	Receipt/s for Payment /Consideration.	Original verified.
9.	23.12.2011	Certificate of Registration of Company Law Board Order for change of Registered Office of M/s Comfort Projects Limited from Mumbai to Hyderabad issued by Registrar of Companies, Andhra Pradesh.	Copy verified.
10.	17.08.2012	Fresh Certificate of Incorporation Consequent upon change of name issued by the Registrar of Companies, Andhra Pradesh whereby name of M/s. Comfort Projects Limited, was changed to M/s. Edelweiss Commodities Services Limited.	Copy verified.
11.	12.03.2019	Fresh Certificate of Incorporation Consequent upon change of name issued by the Registrar of Companies, Hyderabad whereby name of M/s. Edelweiss Commodities Services Limited, was changed to M/s. Edelweiss Rural & Corporate Services Limited.	Copy verified.
12.	---	Property card.	Original verified.
13.	---	Copy of Electricity Bill.	Original verified.



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 receipt along with the TIR.	Yes. Certified copy of the title deed has been obtained from online portal of the Maharashtra Government.
5b.	i) whether all pages in 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. No discrepancy observed.
	ii) Whether the Certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether to total pages number in the copy tally pages by page with the original produced. (In case original title deeds 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 office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	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 found.
	c) Whether the genuineness of the stamp paper is possible to be got verified from online portal and if so whether such verification was made?	Payment of stamp duty has been done offline hence genuineness of the stamp paper not possible to be got verified from online portal.
7.	a) Property offered as security falls within the Jurisdiction of which sub – registrar office?	Sub-Registrar Offices - 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/ registrar- general If so, please name all such office?	Yes, Sub-Registrar Offices - Andheri.
	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)
- We have perused papers, documents and observed that (under mutation entry No.424 of Property card) prior to 1967, M/s. Consolidated Crop Protection Private Limited, was the owner of land/property bearing Survey No.294, Hissa No.03, City Survey No.5443 admeasuring 3928.80 sq. yards equivalent to 3285.70 sq. mtrs. situated Village-Kole Kalyan, Taluka-Bandra, Mumbai Suburban District in the Registration District and Sub- District of Mumbai Suburban i.e. **said Property**.
- Further observed that, by Indenture dated 6th November, 1967 registered under No.4590/1967 on 9 June 1970 at office of Sub-Registrar, Mumbai, M/s Consolidated Crop Protection Private Limited sold/transferred/conveyed the said Property in favour of M/s. Precision Taps and Dies Private Limited.
- Further observed that, by virtue of Fresh Certificate of Incorporation consequent to Change in name dated 14 December 1998, issued by Deputy-Registrar of Companies, Mumbai, Maharashtra, name of M/s. Precision Taps and Dies Private Limited was changed to M/s. P.T.D Fasteners Private Limited.
- Further observed that, by Development Agreement dated 4th June 2007, executed between M/s. P.T.D Fasteners Private Limited (now, SGD Trading Company Pvt. Ltd.), therein referred to as 'Owner' and M/s. Sky Heights Developers Private Limited, therein referred to as 'Developer', whereby Owner therein granted development rights of said property to said Developer therein, 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.CE/2434/WS/AH/AK dated 06.11.2007, was issued by MCGM in favour of M/s. P.T.D Fasteners Private Limited and same was timely revised and lastly revised Commencement Certificate dated 05 December 2009 was issued for construction upto top to 14th floor.
- Further observed that, by virtue of Fresh Certificate of Incorporation consequent upon Change of name dated 07th October 2009 issued by Registrar of Companies, Mumbai, Maharashtra, name of M/s. P.T.D Fasteners Private Limited was changed to M/s. SGD Trading Company Private Limited.
- Further observed that, by virtue of Fresh Certificate of Incorporation consequent upon Change of name dated 7th May, 2009, issued by the Deputy Registrar of Companies, Mumbai, name of M/s. Sky Heights Developers Private Limited, was changed to M/s. Comfort Projects Private Limited.
- Further observed that, by Amendment Agreement dated 29th April 2010 executed between M/s. SGD Trading Company Private Limited and M/s. Comfort Projects Private Limited, certain terms and conditions of the Development Agreement dated 04 June 2007 was amended.



	<p>Further observed that, Occupancy Certificate bearing Ref. No.CE/2434/WS/AH dated 23rd April 2010 (for commercial building having 3 level basement car parking + Utilities + Ground (P) + Stilt (p) + 1st to 14th Upper Floors) was issued by Executive Engineer, Bldg. Proposals (W/S) H Ward, Municipal Corporation of Greater Mumbai in favour of M/s. Sky Heights Developers Pvt. Ltd.</p> <p>Further observed that, by Deed of Conveyance dated 29th April, 2010, executed between M/s. SGD Trading Company Private Limited, therein referred to as 'Vendor' and M/s. Comfort Projects Private Limited, therein referred to as 'Purchaser' whereby the Vendor sold/transferred/conveyed said Property and Building thereon to said Purchaser therein, registered under No.BDR4-4043-2010, at office of Sub-Registrar, Andheri-2.</p> <p>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.</p> <p>Further observed that, by virtue of Fresh Certificate of Incorporation consequent upon Change of name dated 13th January 2011 issued by the Registrar of Companies, Mumbai, name of M/s. Comfort Projects Private Limited was changed to M/s. Comfort Projects Limited.</p> <p>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. ECL Finance Limited, therein referred to as 'Purchaser' whereby said Owner therein sold / transferred said Office Premises i.e. 10th Floor admeasuring 13409.63 Sq.ft (Carpet area) i.e. 1495.49 sq. mtrs B/U area in the said Building to said Purchaser, registered under No.BDR4-449-2012 on 18/01/2012, at office of Sub-Registrar, Andheri-2.</p> <p>Further noted that the Registered Office of M/s Comfort Projects Limited was changed from Mumbai to Hyderabad in December 2011 and a Certificate of Registration of Company Law Board Order for the aforesaid change of Registered Office has been issued by Registrar of Companies, Andhra Pradesh on 23rd December 2011.</p> <p>Further, by virtue of Fresh Certificate of Incorporation consequent upon Change of name dated 17th August 2012 issued by the Registrar of Companies, Andhra Pradesh, name of M/s. Comfort Projects Limited was changed to M/s. Edelweiss Commodities Services Limited.</p> <p>Further, by virtue of Fresh Certificate of Incorporation consequent upon Change of name dated 12th March 2019 issued by the Registrar of Companies, Hyderabad, name of M/s. Edelweiss Commodities Services Limited was changed to Edelweiss Rural & Corporate Services Limited.</p> <p>M/S. ECL FINANCE LIMITED acquire/s valid, clear, legal, marketable title in respect of the said Office Premises, which is free from any encumbrances.</p>
9.	<p>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.)</p> <p>Ownership Rights.</p>
10.	<p>If leasehold, whether;</p> <p>a) lease Deed is duly stamped and registered</p> <p>Freehold Property.</p> <p>Not Applicable.</p>



	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
	a) grant/ agreement provides for alienable rights to the mortgagor with or without conditions,	Not Applicable.
	b) The mortgagor is competent to create charge on such property.	Not Applicable.
	c) 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;	
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes, with consent from the Builder/Society/Association formed, if any.
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.	No Minor's interest involved.
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;	No
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No
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.	No partition /settlement deed 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 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? (a) In case of wills, whether the will is registered will or unregistered will?	No Testamentary documents / wills involved.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable.
	(c) Whether the property is mutated on the basis of will?	Not Applicable.
	(d) Whether the original will is available?	Not Applicable.
	(e) Whether the original death certificate of the testator is available?	Not Applicable.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Not Applicable.
17.	(a) Whether the property is subject to any wakf rights?	Not Applicable.



	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable.
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable.
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable.
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable.
	c) If so additional precautions/ permissions to be obtained for creation of valid mortgage?	Not Applicable.
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.	Not Applicable.
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	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.).	Not Applicable.
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.	No
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 enforcement?	Not Applicable.
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case, please comment on such seal/marking.	No
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
	(b) Property belonging to partners, whether thrown on hotchpots? 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 Company 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. We have conducted a limited online ROC search to verify the prior charges over the subject property, if any, and did not find any charges over the subject property. However, the Bank may obtain a detailed ROC search report.
	i) Whether the property (to be Mortgage) is purchased by the above Company from any other Company or Limited Liability Partnership (L.L.P) Firm? Yes/No.	Yes
	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, search has been carried out in the name of ECL FINANCE LIMITED
	iii) Whether the Search of above charges reveals any prior charges / encumbrances, on the property (Proposed to be Mortgaged) created by the vendor company (Seller) Yes/No	No



	iv) If the Search Reveals encumbrances / charges, whether such charges / encumbrances have been satisfied? Yes/No	NA
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 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. 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 document 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.

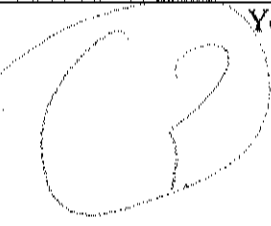


	(g) Please comment on the genuineness of POA?	Not Applicable.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether 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: a) Promoter's/Land owner's title to the land/building;	Office Premises in the Commercial Building constructed by M/s. Comfort Projects Limited. Yes
	b) Development Agreement/Power of Attorney;	Yes
	c) Extent of authority of the Developer/builder;	It appears that authority was to the extent of construction and sale the Office Premises, however copy of Development Agreement is not provided to us and also subsequent there is a Sale in favour of M/s. Comfort Projects Limited.
	d) Independent title verification of the Land and/or building in question;	Title verification to be taken of Office Premises.
	e) Agreement for sale (duly registered);	Yes, duly registered.
	f) Payment of proper stamp duty;	Yes, Stamp duty paid.
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	No
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society/ Condominium concerned;	Conveyance yet to be executed.
	(j) Occupancy Certificate/allotment letter/letter of possession;	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) + 1 st to 14 th Upper Floors) is issued by Executive Engineer, Bldg. Proposals (W/S) H Ward, Municipal Corporation of Greater Mumbai.
	(k) Membership details in the Society etc.;	Not Applicable.
	(l) Share Certificates;	Not Applicable.
	(m) No Objection Letter from the Society/Builder.	NOC Letter to be obtained from the said Owner.
	(n) All legal requirements under the local / Municipal laws, regarding ownership of flats/ Building Regulations, Development Control Regulations, Co-operative Societies 'Laws etc.;	Complied



	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Upon creation of mortgage of the subject property, the Builder should be intimated about the mortgage and a confirmation from the Builder of having noted the said mortgage is to be kept in record.
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	No
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
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.	We have conducted search for 30 years in Sub Registrar offices at Andheri noticed and have observed no encumbrances.
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.	We have taken search for the period of 30 years from 1992 to 2021 and it is found that the said Office Premises is registered in the name of M/S. ECL FINANCE LIMITED . No encumbrances found in search.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable.
	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	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.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Not Applicable.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes (With Sub-Registrar).
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.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Yes, no discrepancy observed.
	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.	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No discrepancy observed.
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.	No discrepancy observed.
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?	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.	Not Applicable.
44.	Additional aspects relevant for investigation of title as per local laws.	Nil
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Before sanctioning the loan to the prospective Borrower, physical verification of the property to be conducted.



46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Yes, M/S. ECL FINANCE LIMITED.
47.	a. Whether the Real Estate Project Comes Under Real Estate (Regulatory and Development) Act,2016?	No
	b. Whether the Project is Registered with the Real Estate Regulatory Authority? If so, the Details of such Registration Are To Be Furnished.	No
	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. There are no prior Mortgage/Charges/ encumbrances whatsoever, as could be seen from Search 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.**
8. We certify that **M/S. ECL FINANCE 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.



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

Sr. No.	Date of Document	Name of the parties
1. ✓	06.11.2007	Copy of Commencement Certificate bearing Ref. No. CHE / 2434 / WS / AH/AK dated 06.11.2007, and revised Commencement Certificate dated 17 February 2009, 17 June 2009 and 05 December 2009 issued by Municipal Corporation of Greater Mumbai (MCGM) and approved layout plan.
2. ✓	07.05.2009	Copy of Fresh Certificate of Incorporation Consequent upon change of name issued by the Registrar of Companies, Mumbai whereby name of M/s. Sky Heights Developers Private Limited, was changed to M/s. Comfort Projects Private Limited.
3. ✓	23.04.2010	Copy of 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) + 1 st to 14 th Upper Floors) is issued by Executive Engineer, Bldg. Proposals (W/S) H Ward, Municipal Corporation of Greater Mumbai.
4. ✗	13.01.2011	Copy of Fresh Certificate of Incorporation Consequent upon change of name issued by the Deputy Registrar of Companies, Mumbai whereby name of M/s. Comfort Projects Private Limited, was changed to M/s. Comfort Projects Limited.
5. ✓	29.09.2011	Original Agreement for Sale executed between M/s. Comfort Projects Limited, therein referred to as 'Owner' and M/s. ECL Finance Limited, therein referred to as 'Purchaser' whereby said Developers have sold / transferred said Office Premises having area admeasuring 1495.95 sq. mtrs B/U area on 10 th Floor to said Purchaser, registered under No.BDR4-449-2012 on 18/01/2012, at office of Sub-Registrar, Andheri-2.
6. ✓	18.01.2012	Original Registration Receipt No.452 for Rs.30680/, issued by Sub-Registrar, Andheri-2.
7. ✓	18.01.2012	Original Index II issued by Sub-Registrar, Andheri-2.
8. ✓	--	Original Receipt/s for Payment/Consideration.
9. ✗	17.08.2012	Copy of Fresh Certificate of Incorporation Consequent upon change of name issued by the Registrar of Companies, Andhra Pradesh whereby name of M/s. Comfort Projects Limited, was changed to M/s. Edelweiss Commodities Services Limited.
10. ✗	12.03.2019	Copy of Fresh Certificate of Incorporation Consequent upon change of name issued by the Registrar of Companies, Hyderabad whereby name of M/s. Edelweiss Commodities Services Limited, was changed to M/s. Edelweiss Rural & Corporate Services Limited.
11. ✓	--	Updated copy of Memorandum of Association of M/s. Edelweiss Rural & Corporate Services Limited and M/s ECL Finance Limited.
12. ✓	--	No Objection from M/s Edelweiss Rural & Corporate Services Limited (Owner of the Plot & Building) for mortgage of said Office Premises.
13. ✗	--	Latest Municipal/Assessment and Out-going Bills/Receipt.

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




SCHEDULE OF THE PROPERTY

Office Premises admeasuring 13409.63 Sq.ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (B/U area) on 10th Floor in Building known as 'Edelweiss House', at Windsor Lane, Off C.S.T. Road, Kalina, Santacruz (E), Mumbai-400098 constructed on land bearing Survey No.294, Hissa No.03, City Survey No.5443, Village-Kolekalyan, Taluka-Bandra, Mumbai Suburban District in the Registration District and Sub-District of Mumbai Suburban.

Place: Mumbai

Signature of Advocate
For **Rekha Nair & Associates**



Rekha Nair
Advocate



CHALLAN
MTR Form Number-6



GRN	MH004852564202122E	BARCODE	Date		11/08/2021-19:14:14	Form ID
Department			Inspector General Of Registration			
Type of Payment			Payer Details			
Search Fee			TAX ID / TAN (If Any)			
Other Items			PAN No.(If Applicable)			
Office Name			Full Name		Sanjay Babariya	
BDR1_JT SUB REGISTRAR ANDHERI NO 1						
Location			Flat/Block No.		CTS No-5443	
MUMBAI						
Year			Premises/Building			
2021-2022 One Time						
Account Head Details		Amount In Rs.	Road/Street			
0030072201 SEARCH FEE		750.00				
			Area/Locality		Kolekalyan	
			Town/City/District			
			PIN			
			Remarks (If Any)			
			Search From 1992 To 2021 30 Years			
			Amount In		Seven Hundred Fifty Rupees Only	
			Words			
Total		750.00				
Payment Details			FOR USE IN RECEIVING BANK			
STATE BANK OF INDIA			Bank CIN		00040572021081132274	
Cheque-DD Details			Ref. No.		IK0BFNHCV1	
Cheque/DD No.			Bank Date		11/08/2021-19:24:15	
			RBI Date		Not Verified with RBI	
Name of Bank			Bank-Branch		STATE BANK OF INDIA	
Name of Branch			Scroll No. , Date		Not Verified with Scroll	

Department ID :

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

Mobile No. : 8286598598

सदर चलान "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करवयाच्या दस्त्यासाठी लागू नाही.



SEARCH REPORT

Date- 11/08/2021

To,
M/s. Rekha Nair and Associates
High Court, Mumbai.
Ref:

Search of property being Office Premises, Floor No: 10th Floor, Building Name: Edelweiss House, Block No: Santacruz East Mumbai-400098, Road No: Windsor Lane, Off CST Road ,Kalina, CTS Number: 5443 District Mumbai City and Mumbai suburban.

NOTE: Of Searches regarding the above mentioned property taken in the Andheri Sub-Registrar Office for the period 1992 To 2021 (i.e. 30 years)

Under your instructions I have taken search in respect of the said property for 30 years i.e. 1992 To 2021 on basis of record available with Sub-Registrar Office and paid necessary charges of Rs. 750/- to the Sub-Registrar Office, Andheri.

M/S. ECL FINANCE LIMITED

SUB REGISTRAR OFFICE AT ANDHERI

Following documents were found duly registered during the course of the search.

Year 1992 To 2001 SPT Nil						
Year 2002 To 2006 Nil						
Year 2007 Entry						
1	CTS No-5443, S No-294 Hissa No-3	Development Agreement	05 th Jun, 2007	Andheri-1-5070-2007	PTD Fasteners Pvt Ltd.	Sky Heights Developers Pvt Ltd.
Entry						
2	CTS No-5443, S No-294 Hissa No-3	Declaration Deed	04 th Oct, 2007	Andheri-1-5070-2007	PTD Fasteners Pvt Ltd.	Sky Heights Developers Pvt Ltd.
Year 2008 Entry						
1	CTS No 5443 Suit No 3155/08	Notice of lis Pendency	25 th Nov 2008	Andheri-4-10236-2008	K Raheja Universal Pvt Ltd. Through Sudhir Thakkarand Mohan P Ahuja	
Year 2009 - Nil						



Year 2010 Entry						
1	CTS No-5443, S No-294 Hissa No-3	Development Agreement	29 th April, 2010	Andheri-1-4760-2010	S.D.G Treading Company Pvt Ltd.	Comfort Project Pvt. Ltd.
Entry						
2	CTS No-5443, S No-294 Hissa No-3	Conveyance Deed	29 th April, 2010	Andheri-2-4043-2010	S.D.G Treading Company Pvt Ltd.	Comfort Project Pvt. Ltd.
Entry						
3	CTS No-5443, S No-294 Hissa No-3	Development Agreement	18 th May 2010	Andheri-1-5538-2010	S.D.G Treading Company Pvt Ltd.	Comfort Project Pvt. Ltd. Previous Name Sky Heights Developers Pvt. Ltd.
Year 2011 Nil						
Year 2012 Entry						
1	Office Premises Floor No 10th Floor	Sale Deed	18 th Jan, 2012	Andheri-2-449-2012	Comfort Project Ltd. Through director Priyank Govila	ECL Finance Limited Through Rajesh Saave
Year 2013 Nil						
Year 2014 Nil						
Year 2015 To 2020 Nil						
Year 2018 Nil						
Year 2019 To 2020 Nil						
Year 2021 Record not Ready (Nil)						

Remarks:

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



(Sr. Sanjay Babariya)

MH005556013202122E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
29 Aug 2021	Receipt	Receipt no.: 1112129997
	Name of the Applicant :	Nikhil Sansare
	Details of document has to be downloaded :	Dist :Mumbai Sub-urban District SRO :Andheri 2 (Andheri) Scanned Document No : 449 RequestID :4729de20dfd4403f
	Year :	2012
	Received Fee :	100
The above mentioned Search fee has been credited to government vide GRN no :MH005556013202122E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php'.		

CERTIFIED TRUE COPY

obtained from online Portal

For Rekha Nair & Associates

[Signature]
Rekha Nair
Advocates

VIDHYADHAR V. GANGURDE

Advocates High Court

Resi; D/604, Patidar Complex,
Kannamwar Nagar No.02
Vikroli (E), Mumbai - 400 083
Mob: 7900130455

Office Add: F-21, 1st Floor,
Sai Krupa Mall, L.T. Road,
Dahisar (W), Mum-400068
Mob. : 9821106464

STATE BANK OF INDIA

Ref. No.SBI/BCK/01/2021

Date: 07.09.2021

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. ECL FINANCE LIMITED.
2. a)	Name of the Unit/Concern/Builders/Person offering the Property (ies) as Security.	M/S. ECL FINANCE 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 13,409.63 sq. ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (Built-up area) area on 10 th Floor.

Page 1



c)	Extent/area including plinth/built up area in case of House property	area admeasuring 13,409.63 sq.ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (Built-up area)
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. ECL Finance Limited, therein referred to as 'Purchaser'. (ii) Registration Receipt No.452 for Rs.30680/, issued by Sub-Registrar, Andheri-2. (iii) Index II issued by dated 18.01.2012 Sub-Registrar, Andheri-2. (iv) 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) + 1 st to 14 th Upper Floors) Municipal



		<p>Corporation of Greater Mumbai.</p> <p>(v) 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.</p>
b)	<p>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>	As at 4 (a) above
5.	<p>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)</p>	No
	<p>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?</p>	No
	<p>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)</p>	NOT APPLICABLE
6 a)	<p>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?</p>	Yes
b)	<p>If such online/computer records are available, whether any verification or</p>	We have cross checked and nothing adverse observed.



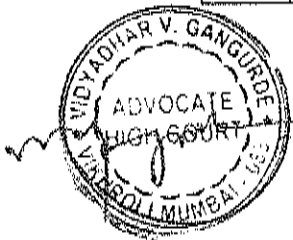
	cross checking are made and the comments/findings in this regard.	
c)	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	The stamp duty is paid offline hence genuineness of the stamp paper is not possible to be 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 period of lease, d) If, a sub-lease, check the lease deed in	Not Applicable



	favour of lessee As to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also. e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)? f) Right to get renewal of the leasehold rights and nature thereof.	
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; a) Such right is heritable and transferable, 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 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	NOT APPLICABLE.



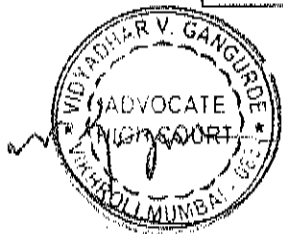
	whether there is a need for any other person to join the creation of mortgage.	
	h) Any other aspect affecting the validity of the title passed through the Gift/Settlement Deed.	NOT APPLICABLE.
15	In case of partition /settlement deeds, whether the original Deed is available for deposit. If not the modality /procedure to be followed to create a valid and enforceable mortgage.	No partition /settlement deeds involved.
a)	Whether mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share.	NOT APPLICABLE.
b.	Whether the partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon.	NOT APPLICABLE.
c.	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.
d.	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.
e.	Whether the title documents include any testamentary documents / wills?	No Testamentary documents / wills involved.
16.	In case of wills, whether the will is registered or unregistered Will?	NOT APPLICABLE.
a.	Whether the Will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NOT APPLICABLE.
b.	Whether the property is mutated on the basis of will?	NOT APPLICABLE.
c.	Whether the Original Will is available?	NOT APPLICABLE.
d.	Whether the Original Death Certificate of the testator is available?	NOT APPLICABLE.
e.	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.
f.		



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.	NO



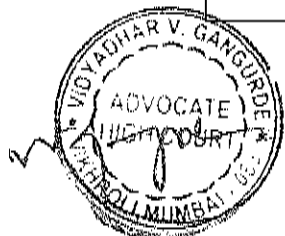
	Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	NO
	(b) Whether any search / enquiry is made with the land Acquisition 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 enforcement?	NOT APPLICABLE.
	(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	NO

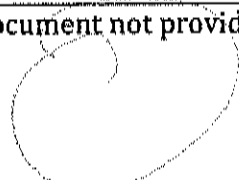
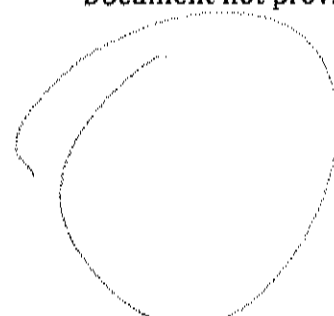
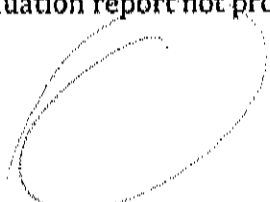
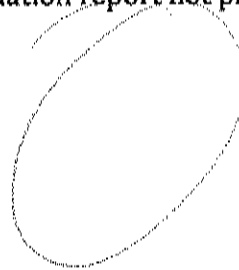


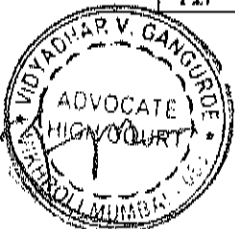
	Limited Liability Partnership (LLP) firm ? Yes / No.	
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	NOT APPLICABLE.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the 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	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	NOT APPLICABLE.



	certified copy of POA is available and the same has been verified /compared with the original POA.	
	(e) In case of Common POA (i.e. POA other than Owners' 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 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 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:-	It is Residential Flat
a.	Owner's/Land owner's title to the land/building	Yes
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.



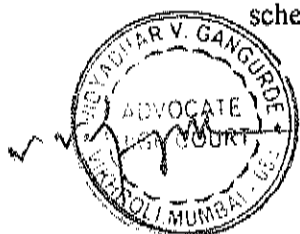
	required/ obtained.	
34.	Details of RTC extracts /mutation extracts/ Katha extracts Pertaining to the property in question.	Nil
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Property card Stands in name of Owners.
36.	(a) Whether the property offered as security is clearly demarcated?	Document not provided 
	(b) Whether the demarcation / partition of the property is legally valid?	
	(c) Whether the property has clear access as per documents?	
37.	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any reveled 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, if any.	Document not provided 
38.	In respect of the boundaries of the 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.	Valuation report not provided. 
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)	Valuation report not provided. 
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	Yes



	SARFAESI Act, if required against the property as security?	
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 safeguard the interest of Bank / ensuring the perfection of Security.	Notice of Intimation and CERSAI 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. ECL FINANCE 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

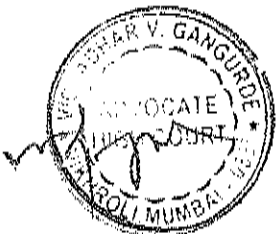
Annexure-C,
CERTIFICATE OF TITLE

We have examined the Original 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 Equitable Mortgage and we further certify that:

1. We have examined the 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 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). We do not find anything adverse which would prevent the Title Holders 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 title deeds obtained from the concerned registrar office and encumbrance certificate (EC), we hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
 4. There are no prior Mortgage/ Charges/ Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances,
 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 (Delete, whichever is inapplicable). Not Applicable.
 6. Minor(s) and his/ their interest in the property/(ies) is to the extent specify. (not applicable).
 7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers, **M/S. ECL FINANCE LIMITED**
1. We certify that **M/S. ECL FINANCE LIMITED** have an absolute, clear and Marketable title over the Schedule property/(ies).
 2. We further certify that the above title deeds are genuine and a valid mortgage can be created and the Mortgage would be enforceable.
 3. 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. ECL Finance Limited, therein referred to as 'Purchaser'.
- ✓ 2. Original Registration Receipt No.452 for Rs.30680/, issued by Sub-Registrar, Andheri-2.
- ✓ 3. Original Index II issued by dated 18.01.2012 Sub-Registrar, Andheri-2.
- ✓ 4. Original Receipt/s for Payment / Consideration.
- ✓ 5. Original No Objection from M/s Edelweiss Rural & Corporate Services Limited (Owner of the Plot & Building) for mortgage of said Office Premises.
- ✓ 6. Copy of Copy of Occupancy Certificate dated 23.04.2010 Municipal Corporation of Greater Mumbai.
- ✓ 7. 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.
- ✓ 8. Copy of Fresh Certificate of Incorporation Consequent upon change of name issued by the Deputy Registrar of Companies, Mumbai whereby name of M/s. Comfort Projects Private Limited, was changed to M/s. Comfort Projects 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 13,409.63 sq.ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (Built-up area) area on 10th 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



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

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. ECL FINANCE LIMITED**, therein referred to as 'Purchaser' whereby said Developers have sold/transferred said Office Premises having area admeasuring 13,409.63 sq.ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (Built-up area) area on 10th Floor to said Purchaser, registered under No.BDR4-449-2012 on 18/01/2012, at office of Sub-Registrar, Andheri-2.

Further, by virtue of Fresh Certificate of Incorporation consequent upon Change of name dated 17th August 2012 issued by the Registrar of Companies, Andhra Pradesh, name of M/s. Comfort Projects Limited was changed to M/s. Edelweiss Commodities Services Limited.

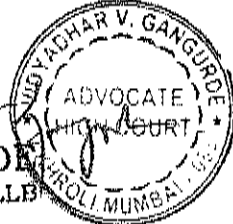
Further observed that, in terms of Certificate of Incorporation dated 12th March, 2019, issued by Registrar of Companies, Mumbai, Maharashtra, name of M/s. Edelweiss Commodities Services Limited, was changed to M/s. Edelweiss Rural & Corporate Services Limited.

We are of opinion that **M/S. ECL FINANCE LIMITED** has a valid, clear, legal, marketable title to said Flat and it is free from registered encumbrances,

Yours truly,

V. V. Gangurde
Advocate

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



SEARCH REPORT

Shri Rakesh Patel

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

Re: Search of Property being Office Premises having area admeasuring 13,409.63 sq.ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (Built-up area) area on 10th Floor 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. ECL FINANCE 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)

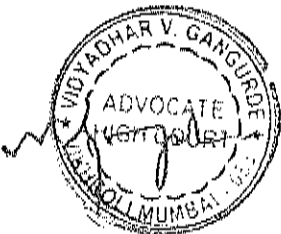
1998)
To Torn
2001)

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. ECL FINANCE LIMITED**, therein referred to as 'Purchaser' whereby said Developers have sold/transferred said Office Premises having area admeasuring 13,409.63 sq.ft. (Carpet area) i.e. around 1495.49 sq. mtrs. (Built-up area) area on 10th Floor to said Purchaser, registered under No.BDR4-449-2012 on 18/01/2012, at office of Sub-Registrar, Andheri-2.

2013)
To Nil
2020)

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)

