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REF: PC/ SBI/B.D.B Br./LSR-360/20

11.11.2020

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 Bharat Diamond Bourse Bandra, Bandra (East), Mumbai.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Instruction received from the bank.
	c) Name of the Borrower	M/S. SHREE RAMKRISHNA EXPORTS PVT. LTD.
2.	a) Name of the Property/concern/person/company/person offering the property (is) as security	M/S. SHREE RAMKRISHNA EXPORTS PVT. LTD.
	b) Constitution of the Property/concern/person/body/authority offering the property for creation of charge.	Private 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 for creation of mortgage whether equitable/registered mortgage.	Office Premises bearing No.CC-6056 admeasuring 1756 sq. carpet area, equivalent to 2509 sq. feet saleable/built up area, in 'C' Tower, Central/East Wing, 6 th Floor situated at "Bharat Diamond Bourse Complex", 'G' Block, Bandra Kurla Complex Bandra East Mumbai 400 051, constructed on all that piece and parcel of land bearing Plot No.C-28 at G-Block & lying being situated at Village-Kolekalyan, Taluka Andheri, Registration District of Mumbai Suburban
	(a) City Survey No.	CTS No.4207



(b) Door No. (in case of house property)		Office Premises bearing No. CC-6056		
(c) Extent/area including plinth/built up area in case of house property		admeasuring 1756 sq. carpet area, equivalent to 2509 sq. feet		
(d) Locations like name of the place, village, city, registration, sub-district, etc.		Lying being situated at Village-Kolekalyan, Taluka Andheri, Registration District of Mumbai Suburban.		
(e) Boundaries		NA		
4.	a) Particulars of the documents scrutinized – serially and chronologically			
	(a) 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.			
Sr. No.	Date	Name Nature of the Document	Original/certified copy/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate
1.	16.10.2017	Registered Sale Deed dated 16/10/2017 executed between SRV Polished Diamond Company Pvt. Ltd. as the “Transferors” of the First Part and Shree Ramkrishna Exports Pvt. Ltd. , as the “Transferees” of the Second Part document duly registered under the Serial No.BDR-9-10126-2017 dated 16/10/2017, by Sub Registrar Andheri-3.	Xerox Copy	Original not scrutinized
2.	16.10.2017	Registration Receipt	Xerox Copy	Original not

			(Document Registered under Serial No. BDR-9-10126-2017 dated 16/10/2017 for Rs.31,280/- in the name of Shree Ramkrishna Exports Pvt. Ltd., by Sub registrar- Andheri-3.		scrutinized
	3.	27.12.2013	Registered Sale Deed Cum Transfer dated 27.12.2013, executed by Suraj Dimond's Industries Limited as the "Vendor" and SRV Polished Diamond Company Pvt. Ltd. as the "Purchaser" duly document registered under serial No.BDR4-49-2014 dated 03/01/2014, by sub registrar Andheri-3.	Xerox Copy	Original not scrutinized
	4.	3/01/2014	Registration Receipt (Document Registered under Serial No.BDR-4-49-2014 dated 03/01/2014 for Rs.31,140/- in the name of SVR Polished Diamond Pvt. Ltd., by Sub registrar- Andheri-2.	Xerox Copy	Original not scrutinized
	5.	04.04.2013	Registered Deed of Rectification and Modification dated 04.04.2013 executed	Xerox Copy	Original not scrutinized



			between Kohinoor Diamonds Pvt. Ltd. as the "Vendor" of the First Part and Suraj Diamond's Industries Limited, as the "Purchaser" of the Second Part document duly registered under the Serial No.BDR-4-2552-2013 dated 04.04.2013, by Sub Registrar Andheri-3.		
6.	04.04.2013	Registration Receipt (Document Registered under Serial No. BDR-4-2552-2013 dated 04.04.2013 for Rs.2,200/- in the name of Suraj Diamond's Industries Limited, by Sub registrar- Andheri-2.	Xerox Copy	Original not scrutinized	
7.	03.10.2012	Registered Sale Deed Cum Transfer dated 03.10.2012, executed by Kohinoor Diamonds Pvt Ltd., as the "Vendor" and Suraj Diamond's Industries Limited., as the "Purchaser" document duly registered under serial No.BDR-4-8525-2012 dated 04/10/2012, by sub registrar Andheri-2.	Xerox Copy	Original not scrutinized	
8.	04.10.2012	Registration Receipt	Xerox Copy	Original not	



			(Document Registered under Serial No. BDR-4-8525-2012 dated 04.10.2012 for Rs.30,840/- in the name of Suraj Diamond's Industries Limited, by Sub registrar- Andheri-2.		scrutinized
	9.	09.11.2010	Registered Allotment dated 09/11/2010, executed by Bharat Diamond Bourse, in favour of Kohinoor Diamonds Pvt. Ltd., document duly registered under serial No.BDR-9-937-2011 dated 31/01/2011, by sub registrar Andheri-3.	Xerox Copy	Original not scrutinized
	10	31.01.2011	Registration Receipt (Document Registered under Serial No. BDR-9-927-2011 dated 31.01.2011 for Rs.26,500/- in the name of Kohinoor Dimond's Pvt. Ltd., by Sub registrar- Andheri-3.	Xerox Copy	Original not scrutinized
	11		Share Certificate No.C/0582 issued on distinctive 2509 share Nos. from 0357355 to 0359863 of Rs.1000/- each transferred in the name of standing in	Xerox Copy	Original not scrutinized



			the name of Kohinoor Diamonds Pvt. Ltd. duly transferred in the name of Shree Ramakrishna Exports Pvt. Ltd.	
5a.	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 applied
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? ii) Where the certified copies of the title documents are not available, the Copy of provided should be compared with the Original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)			Yes Yes
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? b) If such online/computer records are available, whether any verification or 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?			Yes (since 2003, records are available) Yes N/A
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?			Andheri-3
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?			Andheri-3
	c) Whether search has been made at all the offices named at (b) above?			Yes



	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 Crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	Separate sheet is attached herewith.
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Lease Property Hold
10.	If Leasehold whether	
	a) lease Deed is duly stamped and registered	YES
	b) lessee is permitted to mortgage the Leasehold right,	YES
	c) duration of the Lease/unexpired period of lease,	95 years from 1993.
	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.	N/A
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	YES
	f) Right to get renewal of the leasehold rights and nature thereof.	YES
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether :	No
	a) Grant/agreement, etc. provides for alienable rights to the mortgagor with or without conditions,	N/A
	b) The mortgagor is competent to create charge on such property.	N/A
	c) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid	N/A



	permission is available	
12.	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	N/A
	b) Mortgage can be created.	N/A
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.	None
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	No
	a) The Gift/Settlement Deed is duly stamped and registered;	N/A
	b) The Gift/Settlement Deed has been attested by two witnesses;	N/A
	c) The Gift/Settlement Deed transfers the property to Donee;	N/A
	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;	N/A
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N/A
	f) Whether the Donee is in possession of the gifted property;	N/A
	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;	N/A
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N/A
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
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N/A
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagee title thereon.	N/A
	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, 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?	N/A N/A
16.	Whether the title documents include any testamentary documents /wills? a) In case of wills, whether the will is registered will or unregistered will? b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? c) Whether the property is mutated on the basis of will? d) Whether the original will is available? e) Whether the original death certificate of the testator is available? f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? g) (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	No N/A N/A N/A N/A N/A N/A
17.	a) Whether the property is subject to any wakf rights? b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	No No N/A
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. b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No N/A



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?	N/A
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N/A
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	N/A
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?	N/A.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N/A
	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, 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.	N/A
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?	NO
	c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings?	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 hotchpot? Whether formalities for the same have been completed as per applicable laws?	N/A
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N/A
25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	YES, Board Resolution required.
a	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
b	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
c	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.	Charge of BOI (Consortium)
d	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No.	Not Applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N/A
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.	N/A



	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 Property Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of Property's/Property's (Builder's POA) or (ii) other type of POA (Common POA).	N/A
	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.	N/A
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N/A
	i Whether the original POA is verified and the title investigation is done on the basis of original POA? ii Whether the POA is a registered one? iii Whether the POA is a special or general one? iv Whether the POA contains a specific authority for execution of title document in question?	N/A
	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?)	N/A
	g) Please comment on the genuineness of POA?	N/A
	h) The unequivocal opinion on the enforceability and validity of the POA?	N/A
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	No
29.	If the property is a Property/Flat or residential/commercial complex, check and comment on the following:	Office Premises
	a) Promoter's/Land owner's title to the land/building;	Clear and marketable
	b) Development Agreement/Power of Attorney;	Verified
	c) Extent of authority of the Developer/builder	Full



	d) Independent title verification of the Land and/or building in question	verified
	e) Agreement for sale (duly registered);	Yes
	f) Payment of proper stamp duty	Paid
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Registered
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes, approved
	i) Conveyance in favour of Society/ Condominium concerned.	Not Known
	j) Occupancy Certificate/allotment letter/letter of possession;	YES required
	k) Membership details in the Society etc.;	YES
	l) Share Certificates	YES issued
	m) No Objection Letter from the Society;	YES required
	n) All legal requirements under the local/Municipal laws, regarding ownership of Properties/Flats/Building Regulations, 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	At Society's 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 Properties/Properties 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.	Subject to charge of BOI (Consortium)
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.	30 Years
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	N/A CA certificate/Declar



		ation may be obtained.
34.	Details of RTC extracts/mutation extracts/Katha extract Pertaining to the property in question.	Verified by us.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes in the Revenue Record
36.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/ partition of the property is legally valid? c) Whether the property has clear access as per documents?	Yes Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No.
39.	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation Report verified
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	Nil
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes.
42.	In case of absence of original title deed s, 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	N/A



	precaution to be taken by the Bank in this regard.	
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	Registered Mortgage created
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	SHREE RAMKRISHNA EXPORTS PVT. LTD.
47.	a. Whether the Real Estate Project comes Under (Regulation and Development) Act, 2016?	N/A.
	b. Whether the Project is registered with the Real Estate Regulatory Authority? If so, the Details of such registration are to be furnished,	N/A.
	c. Whether the registered agreement for sale as prescribed in the Above Act/Rules there Under is executed?	N/A.
	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?	N/A.

Place: Mumbai


 Signature of the Advocate

Annexure – C: Certificate of Title

1. I have examined the Copies of Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Registered Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said of Registered Mortgage is created, it will satisfy the requirements of creation of Registered Mortgage and I further certify that:
2. I have examined the Document s in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. There is prior mortgage/charges of encumbrances of **BOI (Consortium)**, whatsoever as could be seen from the encumbrances certificate for the period from 1990 to 2020 pertaining to the immovable property i.e. covered by above said title deeds. The Property is free from all encumbrances,
6. In case of second/ subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable) **(Not Applicable).**
7. Minor (s) and his / their interest in the property (ies) to the extent of(specify the share of minor with name) strike out if not applicable **(Not Applicable).**



8. The Mortgage if created will be available to the bank for the liability of the intending borrower and **SHREE RAMKRISHNA EXPORTS PVT. LTD., Subject to charge of BOI (Consortium)**

9. Certify that **SHREE RAMKRISHNA EXPORTS PVT. LTD.,** have an absolute clear and marketable title over the schedule property/(ies). I Further certify that the above title deed are genuine and a valid mortgaged can be created and the said mortgaged would be enforceable, **Subject to charge of BOI (Consortium)**

10. 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:

1.	Original Registered Sale Deed dated 16/10/2017 executed between SRV Polished Diamond Company Pvt. Ltd. as the “Transferors” of the First Part and Shree Ramkrishna Exports Pvt. Ltd., as the “Transferees” of the Second Part document duly registered under the Serial No.BDR-9-10126-2017 dated 16/10/2017, by Sub Registrar Andheri-3.
2.	Original Registration Receipt (Document Registered under Serial No. BDR-9-10126-2017 dated 16/10/2017 for Rs.31,280/- in the name of Shree Ramkrishna Exports Pvt. Ltd., by Sub registrar- Andheri-3.
3.	Original Registered Sale Deed Cum Transfer dated 27.12.2013, executed by Suraj Dimond’s Industries Limited as the “Vendor” and SRV Polished Diamond Company Pvt. Ltd. as the “Purchaser” document duly registered under serial No.BDR-4-49-2014 dated 3/01/2014, by sub registrar Andheri-3.
4.	Original Registration Receipt (Document Registered under Serial No. BDR-4-49-2014 dated 3/01/2014 for Rs.31,140/- in the name of SVR Polished Diamond Pvt. Ltd., by Sub registrar- Andheri-2.
5.	Original Registered Deed of Rectification and Modification dated 04.04.2013 executed between Kohinoor Diamonds Pvt. Ltd. as the “Vendor” of the First Part and Suraj Dimond’s Industries Limited., as the “Purchaser” of the Second Part document duly registered under the Serial No.BDR-4-2552-2013 dated 04.04.2013, by Sub Registrar Andheri-3.
6.	Original Registration Receipt (Document Registered under Serial No. BDR-4-2552-2013 dated 04.04.2013 for Rs.2,200/- in the name of Suraj Dimond’s Industries Limited., by Sub registrar- Andheri-2.



7.	Original Registered Sale Deed Cum Transfer dated 03.10.2012, executed by Kohinoor Diamonds Pvt Ltd., as the "Vendor" and Suraj Dimond's Industries Limited., as the "Purchaser" document duly registered under serial No.BDR-4-8525-2012 dated 04/10/2012, by sub registrar Andheri-2.
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11.	Original Share Certificate No.C/0582 issued on distinctive 2509 share Nos. from 0357355 to 0359863 of Rs.1000/-each transferred in the name of standing in the name of Kohinoor Diamonds Pvt. Ltd. duly transferred in the name of Shree Ramakrishna Exports Pvt. Ltd.
12.	Original No Objection Letter issued by Bharat Diamond Bourse for creating mortgage of the said office premises in favour of bank.
13.	No objection letter issued by MMRDA for creating mortgage of the said office premises in favour of bank.

11. There are no legal impediments for creation of the mortgage under any applicable law/rules of force
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

Office Premises bearing No. CC-6056 admeasuring 1756 sq. carpet area, equivalent to 2509 sq. feet saleable/built up area, in 'C' Tower, Central/East Wing, 6th Floor situated at "Bharat Diamond Bourse Complex", 'G' Block, Bandra Kurla Complex Bandra East Mumbai 400 051, constructed on all that piece and parcel of land bearing Plot No.C-28 at G-Block & lying being situated at Village-Kolekalyan, Taluka Andheri, Registration District of Mumbai Suburban

Place: Mumbai.



Date: 11/11/2020

**ANNEXURE - 1:
FLOW OF TITLE**

1. It is observed from the documents submitted before us that, Metropolitan Regional Development Authority (MMRDA) well and possessed of all that piece and parcel of land bearing CTS No.4207, lying being situated at Village-Kolekalyan, Taluka Andheri, Registration District of Mumbai Suburban (herein after referred to as said Plot).
2. Further it is observed that, Agreement to Lease dated 01/03/1993 & 18th May 1993 executed between Metropolitan Regional Development Authority (MMRDA) as the "Lessor" of the One Part and Bharat Diamond Bourse, as the "Lessee" of the Other Part, the said lessor agreed to acquire lease of said plot to Bharat Diamond Bourse.
3. Further it is observed that, Bharat Diamond Bourse being registered under provision of section 25 of the companies Act, 1956 has been incorporated with the main object of establishing a Bourse for the promotion of exports of Gem & Jewelry from India for Indian and overseas buyers and sellers of Gem Jewelry. The Company has in pursuance of its Memorandum and Articles of Association acquired the said plot for the construction of the bourse comprising of buildings of association of the company.
4. Further it is observed that, the company has accordance with the Intimation of Disapproval (IOD) and Commencement Certificate (CC), granted by the concerned authority constructed a commercial of the comprising of eight towers known as Bharat Diamond Bourse competed on the said plot having several offices on the subject articles rules and regulations of the company MMRDA & MCGM.
5. Further it is observed that, the entire lease premium paid by the Bharat Diamond Bourse to Mumbai Metropolitan Region Development Authority for the acquisition of the said Plot and other related matters, and he entire cost of construction of the Bharat Diamond Bourse Complex, has been borne and paid by the Company from and out of the funds contributed by the proposed allottees of the office premises and other tenements in the Bharat Diamond Bourse Complex.
6. Further it is observed that, Registered Lease Deed dated 31/03/2010 executed between Metropolitan Regional Development Authority



(MMRDA) as the "Lessor" of the One Part and Bharat Diamond Bourse., as the "Lessee" of the Other Part, document duly and registered under Sr. No. BDR-9-03277-2010 dated 31/03/2010, by the Sub Registrar-Andheri-3. the said lessor agreed to acquire lease of said plot to Bharat Diamond Bourse.

7. Further it is observed that, Share Certificate No.C-0582 issued on distinctive 2509 share Nos. from 0357355 to 0359863 shares each of Rs.1,000/-standing in the name of Kohinoor Diamonds Pvt. Ltd., as the bonafide member of the "Bharat Diamond Bourse.

8. Further it is observed that, by a Registered Allotment dated 09/11/2010, executed by Bharat Diamond Bourse, in favour of SJR Commodities and Consultancies Pvt. Ltd., document duly registered under serial No.BDR-9-932-2011 dated 31/01/2011, by sub registrar Andheri-3., the said Bharat Diamond Bourse agreed to sell to SJR Commodities and Consultancies Pvt. Ltd.

9. Finally it is observed that, by Sale Deed Cum Transfer dated 03.10.2012, executed by Kohinoor Diamonds Pvt Ltd., as the "Vendor" and Suraj Dimond's Industries Limited., as the "Purchaser" document duly registered under serial No.BDR-4-8525-2012 dated 04/10/2012, by sub registrar Andheri-2. Bharat Diamond Bourse has Transferred the share Certificate c-0582 pertaining to the said Office premise in the name of Suraj Diamonds Industries Ltd on 23.10.2012.

10. Finally it is observed that, by sale Deed of Rectification and Modification dated 04.04.2013 executed between Kohinoor Diamonds Pvt. Ltd. as the "Vendor" of the First Part and Suraj Dimond's Industries Limited., as the "Purchaser" of the Second Part document duly registered under the Serial No.BDR-4-2552-2013 dated 04.04.2013, by Sub Registrar Andheri-3.

11. Finally it is observed that, Sale Deed Cum Transfer dated 27.12.2013, executed by Suraj Dimond's Industries Limited as the "Vendor" and SRV Polished Diamond Company Pvt. Ltd. as the "Purchaser" document duly registered under serial No.BDR-4-49-2014 dated 3/01/2014, by sub registrar Andheri-3. Bharat Diamond Bourse has transferred the share Certificate C-0582 pertaining to the said Office



premises in the name of SRV Polished Diamond Pvt. Ltd. on 15.01.2014.

12. Finally it is observed that, Registered Sale Deed dated 16/10/2017 executed between SRV Polished Diamond Company Pvt. Ltd. as the "Transferors" of the First Part and **Shree Ramkrishna Exports Pvt. Ltd.**, as the "Transferees" of the Second Part document duly registered under the Serial No.BDR-9-10126-2017 dated 16/10/2017, by Sub Registrar Andheri-3. Bharat Diamond Bouse has transferred te share Certificate c-0582 pertaining to the said office premises in the name of Shree Ramakrishna Exports Pvt. Ltd. on 04.05.2018, Shree Ramakrishna Exports Pvt. Ltd. is having occupancy rights in respect of said office premises.

13. We are of the opinion that, **M/S.SHREE RAMKRISHNA EXPORTS PVT. LTD.**, have quiet, vacant and peaceful possession of the captioned Office Premises together with structure standing thereon and are entitled to Office Premises which is valid and marketable title to the said Office Premises, **Subject to charge of BOI (Consortium).**





CHALLAN
MTR Form Number-6



GRN	MH006927339202021E	BARCODE			Date	11/11/2020-16:30:28	Form ID
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Search Fee		TAX ID / TAN (If Any)				
	Other Items		PAN No.(If Applicable)				
Office Name	BDR4_JT SUB REGISTRAR ANDHERI 2		Full Name		S R Padiyar		
Location	MUMBAI		Flat/Block No.		CTS No.4207		
Year	2020-2021 One Time		Premises/Building				
Account Head Details	Amount In Rs.		Road/Street				
	0030072201 SEARCH FEE		750.00				
Area/Locality		Village Kolkalyan					
Town/City/District		PIN					
Remarks (If Any)		30 years 1990-2020 Office No.CC-6055 CC-6056 and CC-6057 C TOWER					
BDB							
Total	Amount In		Seven Hundred Fifty Rupees Only				
	750.00		Words				
Payment Details		CORPORATION BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	03502302020111100447	CS111120201835098		
Cheque/DD No.		Bank Date	RBI Date	11/11/2020-16:30:40	Not Verified with RBI		
Name of Bank		Bank-Branch	CORPORATION BANK				
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
सदर चालन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.



SEARCH REPORT

11/11/2020

Sub: Office Premises bearing No.CC-6056 admeasuring 1756 sq. carpet area, equivalent to 2509 sq. feet saleable/built up area, in 'C' Tower, Central/East Wing, 6th Floor situated at "Bharat Diamond Bourse Complex", 'G' Block, Bandra Kurla Complex Bandra East Mumbai 400 051, constructed on all that piece and parcel of land bearing Plot No.C-28 at G-Block & lying being situated at Village-Kolekalyan, Taluka Andheri, Registration District of Mumbai Suburban

A/C - SHREE RAMKRISHNA EXPORTS PVT. LTD.

State Bank of India, B.D.B. Branch-LSR No.360/20

Dear Sir,

As per your instruction, I have taken search of the above-mentioned property in the Sub-Registrar office Andheri-3 from the year of 1990 to 2020.

SUB - REGISTRAR OFFICE AT Andheri-3 FOR 30 YEARS.

YEAR LIEN / CHARGE

1990	Nil
1991	Nil
1992	Nil
1993	Nil
1994	Nil
1995	Nil
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil
2005	Nil
2006	Nil
2007	Nil
2008	Nil
2009	Nil



- 2010 Nil
- 2011 Registered Allotment dated 09/11/2010, executed by Bharat Diamond Bourse, in favour of Kohinoor Diamonds Pvt. Ltd., document duly registered under serial No.BDR-9-937-2011 dated 31/01/2011, by sub registrar Andheri-3.
- 2012 Registered Sale Deed Cum Transfer dated 03.10.2012, executed by Kohinoor Diamonds Pvt Ltd., as the "Vendor" and Suraj Dimond's Industries Limited., as the "Purchaser" document duly registered under serial No.BDR-4-8525-2012 dated 04/10/2012, by sub registrar Andheri-2.
- 2013 Registered Sale Deed Cum Transfer dated 27.12.2013, executed by Suraj Dimond's Industries Limited as the "Vendor" and SRV Polished Diamond Company Pvt. Ltd. as the "Purchaser" document duly registered under serial No.BDR-4-49-2014 dated 3/01/2014, by sub registrar Andheri-3.
- Registered Sale Deed of Rectification and Modification dated 04.04.2013 executed between Kohinoor Diamonds Pvt. Ltd. as the "Vendor" of the First Part and Suraj Dimond's Industries Limited., as the "Purchaser" of the Second Part document duly registered under the Serial No.BDR-4-2552-2013 dated 04.04.2013, by Sub Registrar Andheri-3
- Indenture of Mortgage dated 16.01.2013 executed between Shree Ramkrishna Exports Pvt. Ltd. and others in favour of Bank of India (Lead Bank), registered under Sr. No.310/2013 on 16.01.2013 at the office of Sub Registrar, Mumbai City-2**
- 2014 **Indenture of Mortgage dated 07.01.2014 executed between Shree Ramkrishna Exports Pvt. Ltd. and others in favour of Bank of India (Lead Bank), registered under Sr. No.203/2014 on 07.01.2014 at the office of Sub Registrar, Mumbai City-2**
- 2015 **Indenture of Mortgage dated 23.03.2015 executed between Shree Ramkrishna Exports Pvt. Ltd. and others in favour of Bank of India (Lead Bank),**



registered under Sr. No.2686/2015 on 23.03.2015 at the office of Sub Registrar, Mumbai City-2

Indenture of Mortgage dated 08.10.2015 executed between Shree Ramkrishna Exports Pvt. Ltd. and others in favour of Bank of India (Lead Bank), registered under Sr. No.9380/2015 on 08.10.2015 at the office of Sub Registrar, Mumbai City-2.

2016

Indenture of Mortgage dated 16.03.2016 executed between Shree Ramkrishna Exports Pvt. Ltd. and others in favour of Bank of India (Lead Bank), registered under Sr. No.1384/2016 on 16.03.2016 at the office of Sub Registrar, Mumbai City-4

2017

Registered Sale Deed dated 16/10/2017 executed between SRV Polished Diamond Company Pvt. Ltd. as the "Transferors" of the First Part and **M/s.Shree Ramkrishna Exports Pvt. Ltd.**, as the "Transferees" of the Second Part document duly registered under the Serial No.BDR-9-10126-2017 dated 16/10/2017, by Sub Registrar Andheri-3.

2018

Indenture of Mortgage dated 05.02.2018 executed between Shree Ramkrishna Exports Pvt. Ltd. and others in favour of Bank of India (Lead Bank), registered under Sr. No.986/2018 on 16.02.2018, at the office of Sub Registrar, Mumbai City-3

2019

Indenture of Mortgage dated 19.06.2019 executed between Shree Ramkrishna Exports Pvt. Ltd. and others in favour of Bank of India (Lead Bank), State Bank of India, Saraswat Co-op. Bank Ltd., Andhra Bank, Kotak Mahindra Bank Ltd., Yes Bank Ltd., Indusind Bank Ltd., Corporation Bank, IDBI Bank Ltd., Union Bank of India, RBL Bank Ltd., Bank of Baroda, Syndicate Bank, registered under Sr. No.6884/2019 on 20.06.2019, at the office of Sub Registrar, Mumbai City-4

2020

Nil

The Government Fee is paid vide Receipt No.MH006924339202021E

Dated 11 /11/2020.

Truly yours


Advocate