

Sahil M. Bhangde

LL.B

ADVOCATE

Plot No.167, Bajiprabhu Nagar, 5th Lane,

Near Madrasi Temple, Near Ramnagar,

NAGPUR-440 010

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PNB HOUSING FINANCE LIMITED
LEGAL TITLE OPINION/SRO SEARCH REPORT

Ref. No. :- 2017/SMB/PNB/OPN/LEG/JANUARY/26

Date: 13/02/2017

Report :- Positive

Search Receipt No. : GRN MH008438405201617E

Date of search receipt : 11th Feb, 2017

Search for the period from : 2004-2017 = 13 Years.

ANNEXURE : Search Receipt

Sub-Registrar office at Nagpur No. 1.

Type of Case : APF File "MAHALAXMI NAGAR - I"

To,

The Branch Manager,

PNBHFL,

Nagpur.

Sir,

As desired by you the records of Sub-Registrar, Nagpur No. 1, have been verified by me for the period of last 13 Years for investigation of title in respect of the below mentioned property. I have also verified documents mentioned in schedule. On the basis of said documents my REPORT/CERTIFICATE is given as under:-

SUB: - TITLE CLEARANCE CERTIFICATE

- Name/s of all the Title holders/Present Owner/s of the Property/Properties

M/s. Mahalaxmi Infra a registered Partnership Firm

Acting through its Partners

1) Shri. Rahul S/o. Jagdish Bondre,

Aged about 33 Year Occupation Business

2) Shri. Anish S/o. Bhawarlal Chhaged

Aged about 49 Years Occ. Business

Both R/o. Nagpur.

- Name/s of the person/s offering mortgage.

M/s. Mahalaxmi Infra a registered Partnership Firm

Acting through its Partners

1) Shri. Rahul S/o. Jagdish Bondre,

Aged about 33 Year Occupation Business

2) Shri. Anish S/o. Bhawarlal Chhaged

Aged about 49 Years Occ. Business

Both R/o. Nagpur.

Status of the Owner/s and Mortgage/s : Owner / Land Developer / Builder.

- Description of the Property

All that piece and parcel of Non-Agricultural Platable layout upon the land bearing Eastern Portion of Kh. No. 91 (Part), admeasuring about 1.62 HR (i.e. 4 Acres) out of total land admeasuring 3.92 H.R. held in Occupancy Right Class-I, Khate No. 163 situated at Mouza-Jamatha, within the limits of Tahsil Nagpur (Gramin) and District Nagpur, and the same is bounded as under:-

East : Survey No. / Kh. No. 92,

West : Remaining Portion of Kh. No. 91,

North : Pandhan,

South : Survey No. / Kh. No. 105/B-1.

Upon it a Layout known and styled as "MAHALAXMI NAGAR - I"

- Particulars of all documents made available for verification:

- Photocopy of Ferfar Patrak Dt. 13/12/2010
- Photocopy of registered Relinquishment Deed executed by 1) Smt. Shobhatai Vijayrao Salavi, 2) Smt. Shalutai Ashokrao Yelkar, 3) Smt. Rekhtai Harshwardhan Mohite in favour



- of 1) Shri. Prakash Bhagwantrao @ Bhagwandas Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwandas Jadhav, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 776/2008 Dt. 06/02/2008.
3. **Photocopy** of registered Relinquishment Deed executed by Smt. Kundaba Ashokrao Mane in favour of 1) Shri. Prakash Bhagwantrao @ Bhagwandas Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwandas Jadhav, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 1124/2008 Dt. 22/02/2008.
 4. **Photocopy** of Registered Power of Attorney executed by Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav in favour of 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 1859/2016 Dt. 28/04/2016.
 5. **Original** registered Agreement to Sell executed by 1) Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 3) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav, Party No. 1 acting through POA holders 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav in favour of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed, same was registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 7117/2016 Dt. 21/09/2016.
 6. **Original** Registered Sale Deed executed by 1) Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 3) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav Party No. 1 acting through POA holders 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav in favour of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed, same was registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 8113/2016 Dt. 27/10/2016.
 7. **Photocopy** of (Computerize) 7/12 extract in the name of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed Dt. 23/12/2016.
 8. **Photocopy** of Layout Plan issued by Nagpur Improvement Trust Nagpur Dt. 30/12/2016.
 9. **Original** Letter issued by Nagpur Improvement Trust Nagpur bearing letter no. Executive Engineer (Metro)-1/7202 Dt. 03/01/2017.
 10. **Photocopy** of N.A. Order passed by Hon'ble Collector Nagpur in revenue case No. 187/NAP-34/2016-17 Dt. 31/01/2017.
 11. **Photocopy** of Agreement of Development executed in between Nagpur Improvement Trust Nagpur and of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed bearing its No. EE/Metro(AE-1)/7518 Dt. 09/02/2017.

- Year up to which the property tax/society charge has been paid:
Not Provided.
- Whether the particulars of registration as given in the title deeds shown to the counsel tally with the particulars as stated in the records of the Registrar's office-
Yes.
- Whether the property/properties has/have been mutated in the name/s of the person/s offering the mortgagor
Yes.
- Where there is any bar under any local law for creation of the mortgage on the property. Whether there are any liabilities or encumbrances over the said property.
No.
- Whether all approval clearance/sanctions required for creation of the mortgage have been obtained, what are such sanctions, approvals and clearances yet to be obtained?
N.A.
- Whether equitable mortgage can be created on this property/properties:
Yes.
- Where the property/properties under consideration involves Land, whether the Land is Agricultural/ Non Agricultural land, in case of N.A. land/plot-whether it is allowed for use of Residential/Commercial/Industrial Purpose:-
The Schedule of Property is demarcated under the development plan of the competent authority.
- Whether there is any construction over the said land and any Permission or Approved Lay-out plan obtained from Competent Authority?
Please refer to from the technical report as submitted by empanelled professionals.
- Whether the property/properties is coming under the preview of Urban Land & Ceiling Act?
Not Applicable.



- Whether the property/ properties is/are owned by the person/s offering mortgage or on lease? (freehold / leasehold)
Owned on Freehold Basis.
- Whether the whole/part of the property/properties being offered for mortgage is/are rented or leased out to any third party:
Please Refer to Technical Report.
- Whether the Property is subject to the claim of any minor person :
No
- Whether the Property is subject to land acquisition proceedings :
No
- **Description of the Search/ Inspection Receipt:**

12. Search Receipt No. MH008438405201617E Date of search receipt: 11/02/2017 Search for the period from 2004-2017 = 13 Years. I found entry of following documents in the Index Book of the office of Sub-Registrar Nagpur 1) Copy of registered Relinquishment Deed executed by 1) Smt. Shobhatai Vijayrao Salavi, 2) Smt. Shalutai Ashokrao Yelkar, 3) Smt. Rekhtai Harshwardhan Mohite in favour of 1) Shri. Prakash Bhagwantrao @ Bhagwandas Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwandas Jadhav, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 776/2008 Dt. 06/02/2008. 2) Copy of registered Relinquishment Deed executed by Smt. Kundaba Ashokrao Mane in favour of 1) Shri. Prakash Bhagwantrao @ Bhagwandas Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwandas Jadhav, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 1124/2008 Dt. 22/02/2008. 3) Copy of Registered Power of Attorney executed by Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav in favour of 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 1859/2016 Dt. 28/04/2016. 4) Copy of registered Agreement to Sell executed by 1) Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 3) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav, Party No. 1 acting through POA holders 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 7117/2016 Dt. 21/09/2016. 5) Copy of Registered Sale Deed executed by 1) Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 3) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav Party No. 1 acting through POA holders 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav in favour of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed, same was registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 8113/2016 Dt. 27/10/2016.

Additional documents (if any obtained):- **Not Applicable.**

▪ **Devolution of Title / Title Flow :-**

- A. Originally all that piece and parcel of land bearing Kh. No. 91 (64 Old) admeasuring about 3.92 H.R. of Mouza Jamtha was owned and possessed by Shri. Bhagwantrao @ Bhagwandas Jotiba Jadhav same was devolved upon the hands of said owner by the virtue of unregistered Partition Deed executed in between Shri. Bhagwantrao @ Bhagwandas Jotiba Jadhav and his 4 (four) brothers as per entry recorded in Govt. Record i.e. Ferfar Patrak.
- B. That on 21/11/1999 the aforesaid owner i.e. Shri. Bhagwantrao @ Bhagwandas Jotiba Jadhav had left to heavenly abode and upon it sad demise his entire property devolved upon the hands of is legal heirs i.e. his widow namely Smt. Nirmalabai Wd/o. Bhagwantrao @ Bhagwandas Jadhav, 2 sons namely Shri. Pradip and Shri. Prakash Bhagwantrao @ Bhagwandas Jadhav and 4 married daughters namely as 1) Smt. Shobhatai Vijayrao Salavi, 2) Smt. Shalutai Ashokrao Yelkar, 3) Smt. Rekhtai Harshwardhan Mohite, 4) Smt. Kundatai Ashokrao Mane and aforesaid persons became the joint owners of the schedule entire Kh. No. 91 by virtue of Hindu Succession Act, 1956.
- C. That on 06/02/2008 the aforesaid 1) Smt. Shobhatai Vijayrao Salavi, 2) Smt. Shalutai Ashokrao Yelkar, 3) Smt. Rekhtai Harshwardhan Mohite had relinquished their share in the schedule Kh. No. 91 in favour of their real brother namely 1) Shri. Prakash Bhagwantrao @ Bhagwandas Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwandas Jadhav by way of executing registered Relinquishment Deed, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 776/2008 Dt. 06/02/2008
That in like manner the aforesaid Smt. Kundaba Ashokrao Mane had also relinquished her share in the schedule Kh. No. 91 in favour of 1) Shri. Prakash Bhagwantrao @ Bhagwandas Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwandas Jadhav, by way of executing registered



Relinquishment Deed, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 1124/2008 Dt. 22/02/2008.

- E. That by virtue of the abovementioned two (2) separate Relinquishment Deeds 1) Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav 2) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 3) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav became the joint owners of schedule Kh. No. 91.
- F. That on 28/04/2016 the aforesaid Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav had executed Registered Power of Attorney in favour of 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav had appointed them as lawful Power of Attorney holder, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 1859/2016 Dt. 28/04/2016.
- G. That the aforesaid owners i.e. 1) Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 3) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav, Party No. 1 acting through POA holders 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav had agreed to sell the **Eastern Portion of Kh. No.91** i.e. land admeasuring about 1.62 H.R. out of total land of Kh. No. 91 admeasuring 3.92 HR. to M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed, by way of executing registered Agreement to Sell, same was registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 7117/2016 Dt. 21/09/2016.
- H. That in pursuance of the abovementioned agreement to sell the aforesaid owner had sold the schedule **Eastern Portion of Kh. No.91** i.e. land admeasuring about 1.62 H.R. out of total land of Kh. No. 91 admeasuring 3.92 HR. to M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed by way of executing registered Sale Deed, same was registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 8113/2016 Dt. 27/10/2016.
- I. That by virtue of the abovementioned sale deed M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed became the absolute owner of **Eastern Portion of Kh. No.91** i.e. land admeasuring about 1.62 H.R. out of total land of Kh. No. 91 and aforesaid transaction is also recorded in the Records of Rights i.e. 7/12 extract as M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed is be owner there upon.
- J. That the aforesaid owner M/s. Mahalaxmi Infra had decided to develop the schedule land by demarcating a residential layout upon schedule land to be Known and Styled as **"MAHALAXMI NAGAR - I"** for that purpose it had prepared layout plan which was duly sanctioned by Nagpur Improvement Trust Nagpur on 30/12/2016.
- K. That on 31/01/2017 the Hon'ble Collector Nagpur was also pleased convert of land area admeasuring about 1.62 H.R. out of the total area of Kh. No. 91 into Non-agricultural (residential) uses by passing order in revenue case no. 187/NAP-34/2016-17 Dt. 31/01/2017.
- L. That in order to carried out necessary development work upon the said layout the aforesaid owner i.e. M/s. Mahalaxmi Infra had entered into agreement of development with Nagpur Improvement Trust Nagpur on 09/02/2017 and were by the entre by work of development to be carried out as per the term and condition mentioned in the said agreement of development.
- M. That it is pertinent to note here that as per Condition mentioned in Point No. 17 of Agreement of Development executed in between M/s. Mahalaxmi Infra and Nagpur Improvement Trust Nagpur on 09/02/2017 that each plot situated in the said layout i.e. "MAHALAXMI NAGAR - I" is subject to Release letter to be issued by Nagpur Improvement Trust Nagpur hence a loan amount in respect of respective Plots may not be disburse before obtaining the same.
- N. That as per the sanctioned layout map, it is seen that there are in all 65 Plots of different sizes and dimensions along with open space in the said layout.

That, the details of the Plots will be as follows:

- A) That the said layout known and styled as **"MAHALAXMI NAGAR - I"** will consist of sanctioned layout demarcated upon the aforesaid land was comprising of various residential plots and the details of the Plots are as follows :

Total Area of land of Survey No. 91	=	39200.00 sq. mtrs.
Total Area under layout	=	16200.00 sq. mtrs.
Total Area under open space	=	1620.015 sq. mtrs.
Area under Roads	=	3803.317 sq. mtrs.
Area under Plots	=	10714.481 sq. mtrs.



6. Photocopy of Registered Sale Deed executed by 1) Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 3) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav Party No. 1 acting through POA holders 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav in favour of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed, same was registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 8113/2016 Dt. 27/10/2016.
 7. Photocopy of 7/12 extract in the name of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed Dt. 23/12/2016.
 8. Photocopy of Layout Plan issued by Nagpur Improvement Trust Nagpur Dt. 30/12/2016.
 9. Photocopy of Letter issued by Nagpur Improvement Trust Nagpur bearing letter no. Executive Engineer (Metro)-1/7202 Dt. 03/01/2017.
 10. Photocopy of N.A. Order passed by Hon'ble Collector Nagpur in revenue case No. 187/NAP-34/2016-17 Dt. 31/01/2017.
 11. Photocopy of Agreement of Development executed in between Nagpur Improvement Trust Nagpur and of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed bearing its No. EE/Metro(AE-1)/7518 Dt. 09/02/.
 12. Indemnity Bond (Must to have)
 13. Affidavit of aforesaid owner that the said property is not mortgaged, sold or subject matter of dispute is pending in any court. (Must to Have).
 14. Draft of Sale Deed.
- In our opinion, the following documents are required to be taken for creation of security:

Annexure-'B'

At the time of Delivery of Pay Order(s)/ Demand Draft (s) to the Seller/Borrowers:-

Critical Documents

1. Copy of Release Letter to be issued by NIT (In respect of respective plot) (Must to Have)
2. Original Allotment Letter issued by M/s. Mahalaxmi Infra in favour of prospective purchaser. (In respect of respective plot) (Must to Have)
3. Original Own Contribution receipt issued by M/s. Mahalaxmi Infra in favour of prospective purchaser. (Must to Have)
4. Original of registered Sale Deed to be executed by M/s. Mahalaxmi Infra in favour of Prospective purchaser. (In respect of respective plot) (Must to Have)
5. Original Possession Letter issued by M/s. Mahalaxmi Infra in favour of prospective purchaser. (In respect of respective plot) (Must to Have).

Annexure-'C'

Post Disbursal

-----nil-----

▪ Document nice to have

Not Applicable

▪ Pay order/Demand Draft/Cheque favoring made by PNBHFL in favour of:-

That the disburse payment should be made in favour of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed as being owner / developer after the submission of the original registered sale Deed or as per the policy of the PNB Housing Finance Ltd.,

CERTIFICATE

THIS IS TO CERTIFY that the M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilalji Chajed is the owner & developer of the scheduled property i.e. All that piece and parcel of land in the form of plots in the sanction layout to be known and styled as "Mahalaxmi Nagar- I" being developed and sanctioned All that piece and parcel of Non-Agricultural Plotable layout upon the land bearing Eastern Portion of Kh. No. 91, admeasuring about 1.62 HR (i.e. 4 Acres) out of total land admeasuring 3.92 H.R. held in occupancy Class-I, Khate No. 163 situated at Mouza-Jamatha, within the limits of Tahsil Nagpur (Gramin) and District Nagpur and Prospective Purchasers will have valid, *absolute, clear and marketable title* to the property and the Prospective Purchaser can create a valid mortgage in favour of PNBHFL after the submission of original document mentioned above in the report and only thereafter The said Property / mortgage can be enforced (if required) under the provisions of The Securitization and Reconstruction of Financial Assets and Enforcement of Securities Act, 2002 and amendments thereto ("SARFAESI") by PNBHFL. Office

Place: Nagpur

Date : 13/02/2017.



Yours faithfully,

Sahil M. Bhangde
Sahil M. Bhangde
(ADVOCATE)

"MAHALAXMI NAGAR - I"

SCHEDULE OF PLOTS

Plot No.	Plot Area (In Sq. Mt.)	Net Area (In Sq. Mt.)	No. of Plots
1	281.654	281.654	1
2	303.873	303.873	1
3	347.741	347.741	1
4	361.861	361.861	1
5	322.00	322.000	1
6	459.970	459.970	1
7	475.230	475.230	1
8	130.340	130.340	1
9 to 13	128.856	644.280	5
14	127.280	127.280	1
15 to 24	135.000	1350.000	10
25	158.100	158.100	1
26	133.076	133.076	1
27 to 36	135.000	1350.00	10
37	127.280	127.280	1
38	127.280	127.280	1
39 to 48	135.000	1350.000	10
49	132.675	132.675	1
50	176.099	176.099	1
51 to 52	174.900	349.800	2
53	167.180	167.180	1
54	166.960	166.960	1
55	174.295	174.295	1
56	173.391	173.391	1
57	155.579	155.579	1
58	154.950	154.950	1
59 to 60	150.00	300.000	2
61	149.780	149.780	1
62 to 65	140.952	563.806	4

Kindly recheck the same as per the Valuer's report.

▪ **Note/Disclaimer:-NA**

▪ **Documents required while creating E.M.:-**

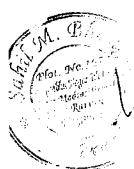
[List/Details of title deeds/documents to be deposited for creating mortgage by deposit of title deeds]: -

Annexure-'A'

Prior to sanction of loan

Critical Documents

1. **Photocopy of Ferfar Patrak Dt. 13/12/2010**
2. **Photocopy of registered Relinquishment Deed executed by 1) Smt. Shobhatai Vijayrao Salavi, 2) Smt. Shalutai Ashokrao Yelkar, 3) Smt. Rekhatrai Harshwardhan Mohite in favour of 1) Shri. Prakash Bhagwantrao @ Bhagwandas Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwandas Jadhav, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 776/2008 Dt. 06/02/2008.**
3. **Photocopy of registered Relinquishment Deed executed by Smt. Kundaba Ashokrao Mane in favour of 1) Shri. Prakash Bhagwantrao @ Bhagwandas Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwandas Jadhav, same was registered in the office of Sub-Registrar Nagpur - 10(Gramin) at Sr. No. 1124/2008 Dt. 22/02/2008.**
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5. **Photocopy of registered Agreement to Sell executed by 1) Smt. Nirmalabai Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 3) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav, Party No. 1 acting through POA holders 1) Shri. Prakash Bhagwantrao @ Bhagwanrao Jadhav, 2) Shri. Pradip Bhagwantrao @ Bhagwanrao Jadhav in favour of M/s. Mahalaxmi Infra, through its partners (1) Shri Rahul Jagdish Bondre, 2) Shri Anish Bhawarilaji Chajed, same was registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 7117/2016 Dt. 21/09/2016.**





CHALLAN
MTR Form Number-6

GRN	MH008438405201617E	BARCODE	11/02/2017-18:18:25		Date	11/02/2017-18:18:25	Form ID
Department			Inspector General Of Registration				
Type of Payment			Search Fee				
Office Name			NGR_NAGPUR NO10 RURAL SUB REGISTRAR				
Location			NAGPUR				
Year			2016-2017 From 10/02/2004 To 11/02/2017				
Account Head Details			Amount In Rs.		Premises/Building		
0030072201 SEARCH FEE			325.00		Road/Street		
					Area/Locality		
					Town/City/District		
					PIN		
					Remarks (If Any)		
					East Part Kh.No.91 adm.1.62 H.R.Mz.Jamtha KhateNo.168 Upon it Layout		
					Mahalaxmi Nagar I		
					Amount In		
					Words		
Total			325.00		Three Hundred Twenty Five Rupees Only		
Payment Details			STATE BANK OF INDIA				
Cheque-DD Details			FOR USE IN RECEIVING BANK				
			Bank CIN		Ref. No.		00040572017021128189
Cheque/DD No.			Date		11/02/2017-18:20:39		
Name of Bank			Bank-Branch		STATE BANK OF INDIA		
Name of Branch			Scroll No. , Date		Not Verified with Scroll		

Mobile No. : 9422148978

INDEMNITY-BOND

THIS Indemnity Bond is executed on this ____ day of _____-2016 BY

EXECUTANT: M/s. Mahalaxmi Infra a registered Partnership Firm
Acting through its Partners
1) Shri. Rahul S/o. Jagdish Bondre,
Aged about 33 Year Occupation Business
2) Shri. Anish S/o. Bhawarlal Chhaged
Aged about 49 Years Occ. Business
Both R/o. Nagpur.

That, the indemnifiers/executants had availed the financial assistance from the PNB Housing Finance Ltd., Nagpur by way of creating the equitable mortgage over the scheduled property.

SCHEDULE OF PROPERTY

All that piece and parcel of Non-Agricultural Platable layout upon the land bearing Eastern Portion of Kh. No. 91, admeasuring about 1.62 HR (i.e. 4 Acres) out of total land admeasuring 3.92 H.R. held in occupancy Class-I, Khate No. 163 situated at Mouza-Jamatha, within the limits of Tahsil Nagpur (Gramin) and District Nagpur, and the same is bounded as under:-

East	:	Survey No. / Kh. No. 92,
West	:	Remaining Portion of Kh. No. 91,
North	:	Pandhan,
South	:	Survey No. / Kh. No. 105/B-1.

Upon it a Layout known and styled as "MAHALAXMI NAGAR - I"

AND WHEREAS during the course of the said transaction and while its completion, the indemnifiers/executants represented unto the PNB Housing Finance Ltd., Nagpur that the former had an absolute legal right and authority to sell, transfer and convey the said property;

NOW, THIS BOND WITNESSES as follows:-

1. That the indemnifiers/ executants does hereby agree and undertake to indemnify the PNB Housing finance ltd, Nagpur for any loss or damage caused in respect of the said property.
2. That the indemnifiers/executants has been executing this bond only as a part and by way of the promise given by him /her to indemnify the loss or damage, if caused, in respect of the said transaction or property.
3. That indemnifiers/executants has been assured the PNB Housing finance Ltd., Nagpur that he /she will provide all the necessary post disbursement documents i.e. Registered Sale Deed of the scheduled property and required Property Card, Tax Receipt, No-objection Certificate to Sale etc OR as per the legal search report at the earliest to the PNB Housing Finance Ltd., Nagpur.

IN WITNESS WHEREOF the indemnifier/executants hereto have signed hereunder at Nagpur.

INDEMNIFIER/EXECUTANT

BEFORE THE EXECUTIVE MAGISTRATE/ PUBLIC NOTARY, NAGPUR

DEPONENT :- M/s. Mahalaxmi Infra a registered Partnership Firm
Acting through its Partners
1) Shri. Rahul S/o. Jagdish Bondre,
Aged about 33 Year Occupation Business
2) Shri. Anish S/o. Bhawarlal Chhaged
Aged about 49 Years Occ. Business
Both R/o. Nagpur.

AFFIDAVIT

The above named Deponent do hereby takes oath and states as under :-

- 01) We the above named deponent to hereby take oath and state that we are the resident of the above mentioned address
- 02) We the above named deponents to hereby take oath and state that we owned and possessed the schedule property.

The details of schedule property is as under :-

All that piece and parcel of Non-Agricultural Platable layout upon the land bearing Eastern Portion of Kh. No. 91, admeasuring about 1.62 HR (i.e. 4 Acres) out of total land admeasuring 3.92 H.R. held in occupancy Class-I, Khate No. 163 situated at Mouza-Jamatha, within the limits of Tahsil Nagpur (Gramin) and District Nagpur, and the same is bounded as under:-

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South	:	Survey No. / Kh. No. 105/B-1.

Upon it a Layout known and styled as "MAHALAXMI NAGAR - I"

- 03) We state on oath that there is no minor's interest in the said property.
- 04) We further state on oath that there is no bar or restrictions under the land ceiling laws or any other laws for the time being in force for holding the aforesaid property nor the aforesaid property is in process of acquisition under the land acquisition act. We had obtained all the permission consent and approvals salutatory or otherwise and have complied with all the requirements as may be necessary for the creation of effect mortgage.
- 05) We further state on We have not sold alienated, leased, gifted, the said property nor the said property was mortgaged else where nor any charge or encumbrances of any kind whatsoever is created over the property.
- 06) We further state on oath that the aforesaid property is not subject matter of any litigation, dispute, nor title over the said property had been challenged before any court, forum or authority nor it is under attachment or acquisition.
- 07) We further state on oath that the that in near future if any loss is caused to the PNB Housing Finance Ltd Nagpur due to the aforesaid transactions in that event We will personally indemnify the PNB Housing Finance Ltd Nagpur for the same.
- 08) We further state on oath that We shall be liable for the Criminal Prosecution as per the law if the contents of the above paras are found false.

Hence this affidavit

Deponent

Date :

VERIFICATION

The Content of paras 1 to 8 are true to my personal knowledge and belief hence verified and signed on this ____ day of _____ 2015 at Nagpur.

Deponent