



CHALLAN
MTR Form Number-6

GRN	MH002904713201617E	BARCODE	Date		22/07/2016-16:30:55	Form ID
Department			Inspector General Of Registration			
Type of Payment			Search Fee			
Other Items			TAX ID (If Any)			
Office Name			NGR_NAGPUR NO10 RURAL SUB REGISTRAR			
Location			NAGPUR			
Year			2016-2017 Monthly From 01/07/2016 To 31/07/2016			
Account Head Details			Amount In Rs.			
0030072201 SEARCH FEE			325.00			
			Flat/Block No.			
			Premises/Building			
			Road/Street			
			Area/Locality			
			Town/City/District			
			PIN			
			Remarks (If Any)			
			Search from 2004 to 2016 Mouza Jant			
			ha Kh No 216 P S K No 42 Teh Nagpur			
			Gramin			
			Amount In			
			Three Hundred Twenty Five Rupees Only			
Total			325.00			
Payment Details			STATE BANK OF INDIA			
Cheque/DD Details			FOR USE IN RECEIVING BANK			
			Bank CIN			
			REF No			
			00040572016072280961			
			IK58763295			
Cheque/DD No			Date			
			22/07/2016-16:31:18			
Name of Bank			Bank-Branch			
			STATE BANK OF INDIA			
Name of Branch			Scroll No. , Date			
			Not Verified with Scroll			

Mobile No. : Not Available

MAKARAND M. PATHAK
Plot No.100, Bank Colony,
Bhagwan Nagar, Nagpur - 440027.
Ph. No. 2756455; Mo. 9890387594
makarandpathak.2010@gmail.com

PNB HOUSING FINANCE LIMITED
LEGAL TITLE OPINION/ SRO SEARCHREPORT

Date: 22/07/2016

Ref No. APF :
Report : Positive
Search Receipt No. : GRN MH002904713201617E
Date of search receipt : 22/07/2016
Search for the period : 13 Years.
ANNEXURE : Search Receipts
Sub-Registrar office at Nagpur
Type of Case : APF

The Branch Manager,
PNBHFL,
Nagpur.

Sir,

As desired by you the records of Sub-Registrar, Nagpur, 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: -
1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech
- Name/s of the person/s offering mortgage: - APF Report
- Status of the Owner/s and Mortgagor/s: - Individual partners of Firm
- Description of the Property

All that piece and parcel of Eastern Portion of the land admeasuring about 1.42 Hectar R, from and out of land bearing Kh. No. 218, admeasuring about 3.08 HR, situated at Mouza - Jantlia, P. H. No. 42, within the limits of Tahsil Hingna and District Nagpur and the said land is bounded as below: -

East	:	Pandhan
West	:	Remaining Portion of Kh. No. 218
North	:	Kh. No. 217
South	:	Kh. No. 221 & 219

Particulars of all documents made available for verification

1. Copy of Sale Deed dt. 12/01/1965, bearing Sr. No. 150, executed by Shri. Mukund Gopalrao Moharir in favour of Shri. Marotrao Bajirao Dhage
2. Copy of Reconveyance Deed dt. 20/10/2015, bearing Sr. No. 7241, executed by Bank of India in favour of Shri. Abhimanyu Marotrao Dhage
3. Copy of Sale Deed dt. 27/04/2016, bearing Sr. No. 3296, executed by Shri. Abhimanyu Marotrao Dhage in favour of 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech
4. Copy of N A Order dt. 24/06/2016, in Rev. Case No. 147/ NAP - 34/ 2015- 16, passed by the Collector Nagpur

5. Copy of Letter dt. 12/07/2016, bearing No. EE(Metro)/ AE -1/7517, issued by the N.I.T.
6. Copy of Agreement dt. 12/07/2016, executed by N.I.T. with M/s Mahalaxmi Infratech through Partners 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain
7. Copy of Layout Plan sanctioned by the N.I.T.
8. Copy of 7/12 Extract dt. 30/06/2016, for Kh. No. 218, issued by the Talathi in the name of 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech
9. Copy of Deed of Partnership dt. 05/01/2016, executed by 1. Shri. Rahul Jagdish Bondre, 2. Shri. Subhash Lakhmichand Jain & 3. Shri. Atul Premchand Tajpuriya
10. Copy of Release Letter dt. 18/07/2016, issued by the N.I.T., for Plot No. 1, 2, 3, 4, 19, 20, 28, 31, 33 & 37.
11. Draft of Agreement to Sale

- Year up to which the property tax/society charge has been paid

NA Tax Receipt Required

- 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.
NA

- 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: -
NA Order dt. 24/06/2016, for residential Purpose is issued by the Collector Nagpur

- Whether there is any construction over the said land and any Permission or Approved Layout plan obtained from Competent Authority?
Layout Plan is finally sanctioned by the N.I.T.

- Whether the property/properties is coming under the preview of Urban Land & Ceiling Act
No

- Whether the property/ properties are owned by the person/s offering mortgage or is on lease (freehold / leasehold)
Freehold

- Whether the whole/part of the property/properties being offered for mortgage is/are rented or leased out to any third party
NA

- 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

Search Receipt No.	:	GRN MH002904713201617E
Date of search receipt	:	22/07/2016
Search for the period from 2004-2016	:	13 Years.
Additional documents (if any obtained)	:	Nil

- Devolution of Title / Title Flow

From the paper submitted above it is clear that the land bearing Kh. No. 218 (old Kh. No. 121), admeasuring about 3.08 HR. situated at Mouza - Jamtha, P. H. No. 42, within the limits of Tahsil Hingna and District Nagpur initially belonged to Shri. Mukund Gopalrao Moharir.

That thereafter Shri. Mukund Gopalrao Moharir sold the said land bearing Kh. No. 218 (old Kh. No. 121), admeasuring about 3.08 HR, to Shri. Marotrao Bajirao Dhage, by virtue of the Sale Deed dt. 12/01/1965, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 150. As such Shri. Marotrao Bajirao Dhage became the owner of the said property.

That after the death of Shri. Marotrao Bajirao Dhage his sons namely Shri. Abhimanyu Marotrao Dhage, Shri. Moreshwar Marotrao Dhage and Shri. Rajus Marotrao Dhage became the owners of the said property. And as per the partition between them the said land bearing Kh. No. 121, came to the share of Shri. Abhimanyu Marotrao Dhage, as per Adhikar Abhilekh Panji. And as per the recitals of the Sale Deed.

That thereafter Shri. Abhimanyu Marotrao Dhage has mortgaged the said property with Bank of India, by virtue of the Mortgage Deed dt. 07/06/2011, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 2818.

That Shri. Abhimanyu Marotrao Dhage has repaid the loan of the Bank of India, and thereafter Bank of India has executed the Reconveyance Deed in favour of Shri. Abhimanyu Marotrao Dhage, on 20/10/2015, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 7241.

That thereafter Shri. Abhimanyu Marotrao Dhage sold the Eastern Portion of the land admeasuring about 1.42 Hectar R, out of the land bearing Kh. No. 218, to 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech, by virtue of the Sale Deed dt. 27/04/2016, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 3296. As such 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech became the owners of the land bearing Kh. No. 218.

That thereafter the said land was converted for the Non-Agricultural (Residential) Purpose, vide Order dt. 24/06/2016, duly passed, by the Collector Nagpur, in Rev. Case No. 147/ NAP - 34/ 2015-16. And the layout plan is duly sanctioned by the N.I.T.

I have taken the Search Index-II and day Book made available for inspection in the by paying requisite charges and the documents produced before me, I am of the Opinion 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech are the owners of the said property. However, charges or rights created by unregistered documents cannot be ascertained and known from the entries from the Govt. Record. Hence by way of an abundant precaution an affidavit from the owner be taken stating on oath that his title over the property is clear and marketable and that said property is not transferred or alienated in any manner whatsoever. This counsel has verified the document No. 3 & 4, on 08/07/2016 and document No. 5 to 7, on 13/07/2016, as mentioned in the list of documents studied, in Original

We understand that now the purchaser/borrower intends to purchase the said property by availing the loan facilities of PNB HFL.

Notes/Disclaimer:

This report does not comment upon: Technical regularity (adherence to building bylaws, approvals etc.); whether the property is subject matter of any litigation; Authenticity of the Original Counterparts of the documents supplied.

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

1. Copy of Sale Deed dt. 12/01/1965, bearing Sr. No. 150, executed by Shri. Mukund Gopalrao Moharir in favour of Shri. Marotrao Bajirao Dhage

2. Copy of Reconveyance Deed dt. 20/10/2015, bearing Sr. No. 7241, executed by Bank of India in favour of Shri. Abhimanyu Marotrao Dhage
3. Copy of Sale Deed dt. 27/04/2016, bearing Sr. No. 3296, executed by Shri. Abhimanyu Marotrao Dhage in favour of 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech
4. Copy of N A Order dt. 24/06/2016, in Rev. Case No. 147/ NAP - 34/ 2015- 16, passed by the Collector Nagpur
5. Copy of Letter dt. 12/07/2016, bearing No. EE(Metro)/ AE -1/7517, issued by the N.I.T.
6. Copy of Agreement dt. 12/07/2016, executed by N.I.T. with M/s Mahalaxmi Infratech through Partners 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain
7. Copy of Layout Plan sanctioned by the N.I.T.
8. Copy of 7/12 Extract dt. 30/06/2016, for Kh. No. 218, issued by the Talathi in the name of 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech
9. Copy of Deed of Partnership dt. 05/01/2016, executed by 1. Shri. Rahul Jagdish Bondre, 2. Shri. Subhash Lakhmichand Jain & 3. Shri. Atul Premchand Tajpuriya
10. Copy of Release Letter dt. 18/07/2016, issued by the N.I.T., for Plot No. 1, 2, 3, 4, 19, 20, 28, 31, 33 & 37.
11. Draft of Agreement to Sale

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

- 1) Original Proposed Registered Sale Deed to be executed by 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech in the name of Borrower
- 2) Original Allotment Letter from Builder
- 3) Original NOC for mortgage from Builder
- 4) Original Demand Letter from Builder
- 5) Original Affidavit from Builder
- 6) Copy of Release Letter from N.I.T.

Annexure "C"

Post Disbursal: - Nil

Document nice to have: - Not Applicable

Pay Order /Demand Draft/ Cheque favouring made by PNBHFL in favour of: -

1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech

CERTIFICATE

THIS IS TO CERTIFY that, 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech are the owners of Property. The said property is free from all other sorts of encumbrances, lien, charges, mortgages, etc. and they will have valid, *absolute, clear and marketable title* to the property and can create a valid mortgage in favour of PNBHFL after the submission of original document mentioned above in the report. 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.

Nagpur: -
 Dt. 22/07/2016

MAKARAND M. PATIL
 Advocate

MAKARAND M. PATIL
Plot No. 100, Bank Colony,
Bhagwan Nagar, Nagpur - 440027.
Ph. No. 2756455; Mo. 9890387304
makarandpatil2010@gmail.com

CERTIFICATE

To
The Manager,
PNB Housing Finance Ltd.,
Branch Office: Kingsway,
Nagpur - 440 001

Reg: - All that piece and parcel of Eastern Portion of the land admeasuring about 1.42 Hectare (14,200 Sq. Mts.) from and out of land bearing Kh. No. 218, admeasuring about 3.08 HR. situated at Mouza - Jamtha, P. H. No. 42, within the limits of Tahsil Hingna and District Nagpur and the said land is bounded as below: -

East	:	Pandhan
West	:	Remaining Portion of Kh. No. 218
North	:	Kh. No. 217
South	:	Kh. No. 221 & 219

belongs to 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech, who are the owner, as requested I have conducted the legal investigation of the title and made a search of records in the registration office and other offices as required in the matter.

I have answered all the queries in the Special Report which is enclosed.

Chain of title relating to the property is complete as given in the Annexure hereto.

I hereby certify that 1. Shri. Rahul Jagdish Bondre & 2. Shri. Subhash Lakhmichand Jain both partners of M/s Mahalaxmi Infratech are the owners of the scheduled property & it is having clear, valid and marketable title over the above said property and prospective purchaser shall also derive the good marketable title over the scheduled property subject to submission of documents mentioned in the Annexure I, II, III and they are competent to create the mortgage. The property is not an Agriculture Land.

The valid mortgage can be created by deposit of the following original title deeds. This counsel has verified the document No. 3 & 4, on 08/07/2016 and document No. 5 to 7, on 13/07/2016, as mentioned in the List of Document studied, of Legal Report in Original.

1. Original Registered Sale Deed in the name of Borrower
2. Original Allotment Letter from Builder
3. Original NOC for mortgage from Builder
4. Original Demand from Builder
5. Original Affidavit from Builder
6. Original Proposed Registered Sale Deed in the name of Borrower

The search report of which is annexed hereto, conducted by me for the period from 2004 to 2016 not disclose any encumbrances/disclose encumbrances except the charge / mortgage of PNB Housing Finance Ltd., Nagpur as stated therein above.

I find no defects in the title of the persons offering mortgage: -

Nagpur: -
Dt. 22/07/2016

MAKARAND M. PATIL
Advocate