CHALLAN
MTR Form Number-6

GRN	MH003292567201617E	BARCODE		Date 13/07/2016-11:32:07	Form ID
Department	Inspector General Of Registration			Payer Details	
Type of Payment	Search Fee			TAX ID (If Any)	
	Other Items			PAN No. (If Applicable)	
Office Name	NGP1_HQR SUB REGISTRAR NAGPUR 1			Full Name	Adv Makarand M pathak
Location	NAGPUR				
Year	2016-2017 Monthly From 01/07/2016 To 31/07/2016			Flat/Block No.	
Account Head Details		Amount In Rs.		Premises/Building	
0030072201 SEARCH FEE		325.00		Road/Street	
				Area/Locality	
				Town/City/District	
				PIN	
				Remarks (If Any)	Search from 2004 to 2016 Mouza Zing abal Taluk Plot No 12 Kh No 36/1 GT S No 53
				Amount In Words	Three Hundred Twenty Five Rupees Only
Total		325.00			
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK	
Cheque-DD Details				Bank CIN	REF No. 00040572016071322703 IKE7038417
Cheque/DD No				Date	13/07/2016-11:32:38
Name of Bank				Bank-Branch	STATE BANK OF INDIA
Name of Branch				Scroll No. , Date	Not Verified with Scroll

Mobile No. Not Available

For SHIBAAM INFRACON PVT. LTD.

Director

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

Ref No. APF — Date: 14/07/2016

Report	:	Positive
Search Receipt No.	:	GRN MH002629587201617E
Date of search receipt	:	13/07/2016
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: -
  Shibaam Infracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali
- Name/s of the person/s offering mortgage: - Not Applicable
- Status of the Owner/s and Mortgagor/s: - Private Limited Company
- **Description of the Property**

All that piece and parcel of land bearing Plot No. 12, admeasuring about 1207.90 Sq. Mtrs., being a part and portion of the entire land bearing Kh. No. 36/1, situated at **Mouza – Zingabai Takli,** bearing City Survey No. 53, Sheet No. 1025 (47), within the limits of N.I.T. and N.M.C., Tahsil and District Nagpur and the said land is bounded as below: -

East	:	Plot No. 13
West	:	Plot No. 11
North	:	Kh. No. 36/2
South	:	Road

Particulars of all documents made available for verification

1. Copy of Agreement to Sale dt. 31/03/2000, which is duly impounded on 29/11/2010, executed by Shri. Rajesh Yuvraj Manmode and others in favour of Smt. Kavita Raju Lohe
2. Copy of General Power of Attorney dt. 13/02/2007, bearing Sr. No. 880, executed by Ku. Madhuri Yuvraj Manmode (name after Marriage Mrs. Madhuri Ravindra Gudhade), Ku. Manisha Yuvraj Manmode (name after marriage Mrs. Manisha Rajendra Zatale) and Smt. Chindhabai Mahadeorao Wankhede in favour of Shri. Chandrakant Gaurishankar Tiwari

For SHIBAAM INFRACON PVT. LTD.

Director

MAKARAND M. PATHAK
(ADVOCATE)
100, Bhagwan Nagar
Bank Colony, NAGPUR

3. Copy of Three Separate Irrevocable General Power of Attorney dt. 16/02/2008, 15/02/2008 & 15/02/2008, executed by Smt. Kavita Raju Lohe and others in favour of Shri. Chandrakant Gaurishankar Tiwari
4. Copy of Agreement to Sale dt. 16/02/2008, bearing Sr. No. 918, executed by Shri. Rajesh Yuvraj Manmode and others in favour of M/s Raghav Infra Developers and Builder (Private) Limited acting through it's authorized director Shri. Mahendra Roshansingh Thakur
5. Copy of Irrevocable General Power of Attorney dt. 16/02/2008, bearing Sr. No. 919, executed by Shri. Rajesh Yuvraj Manmode, Shri. Subhash Yuvraj Manmode, Shri. Dipak Yuvraj Manmode and Smt. Ashabai Yuvraj Manmode in favour of Shri. Chandrakant Gaurishankar Tiwari
6. Copy of Agreement of Development and Sale dt. 06/12/2013, bearing Sr. No. 3630, executed by Shri. Rajesh Yuvraj Manmode and others all acting through POA holder Shri. Chandrakant Gaurishankar Tiwari in favour of M/s Shamdeo Developers & Builders Promoters acting through it's partner Shri. Pravin Shamdeorao Raut
7. Copy of General Power of Attorney dt. 06/12/2013, bearing Sr. No. 3631, executed by 1. Shri. Rajesh Yuvraj Manmode and Six Others and 2. Smt. Kavita Raju Lohe and thirteen others (both Party No. 1 & 2 acting through POA holder Shri. Chandrakant Gaurishankar Tiwari) and 3. M/s Raghav Infra Developers and Builder (Private) Limited acting through it's authorized director Shri. Mahendra Roshansingh Thakur in favour of M/s Shamdeo Developers & Builders Promoters acting through it's partner Shri. Pravin Shamdeorao Raut
8. Copy of Sale Deed dt. 14/01/2015, bearing Sr. No. 317, executed by Shri. Rajesh Yuvraj Manmode and others all acting through POA holder Shri. Pravin Shamdeorao Raut in favour of Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali, for Plot No. 12
9. Copy of Deed of Declaration dt. 19/05/2016, bearing Sr. No. 3399, executed by Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali
10. Copy of R L Letter dt. 01/04/2015, issued by the N.I.T. for Plot No. 12
11. Copy of Building Permit dt. 25/01/2016, issued by the N.I.T.
12. Copy of Building Plan dt. 25/01/2016, sanctioned by the N.I.T.
13. Copy of Akhive Patrika dt. 21/07/2015, issued by the City Survey Office in the name of Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali
14. Copy of Tax Receipt dt. 19/05/2015, issued by the N.M.C.
15. Copy of Memorandum of Association and Articles of Association
16. Copy of Certificate of Incorporation dt. 05/02/2013, of Shibaam Infracon Pvt. Ltd.
17. Copy of Draft of Agreement to Sale.
18. Copy of ROC Search dt. 13/07/2016, issued by the S. G. Shah & Co.

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

Grampanchayat Tax is paid for the year2015-2016

- 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 crested on this property/properties
  Yes

For SHIBAAM INFRACON PVT. LTD.

Director

MAKARAND M. PATHAK
(ADVOCATE)
100, Bhagvan Nagar
Bank Colony, NAGPUR

- 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: -
  Not Applicable, being R L Letter issued
- Whether there is any construction over the said land and any Permission or Approved Lay-out plan obtained from Competent Authority?
  Building Plan 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 MH002629587201617E
Date of search receipt	:	13/07/2016
Search for the period from 2003-2015	:	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. 36/1, admeasuring about 1.22 HR, situated at **Mouza – Zingabai Takli,** within the limits of N.I.T. and N.M.C., Tahsil and District Nagpur initially belonged to Shri. Rajesh Yuvraj Manmode, Shri. Subhash Yuvraj Manmode, Shri. Dipak Yuvraj Manmode, Ku. Madhuri Yuvraj Manmode, Ku. Manisha Yuvraj Manmode, Smt. Ashabai Yuvraj Manmode and Smt. Chindhabai Mahadeorao Wankhede, as per the 7/12 Extract.

That thereafter Shri. Rajesh Yuvraj Manmode, Shri. Subhash Yuvraj Manmode, Shri. Dipak Yuvraj Manmode, Ku. Madhuri Yuvraj Manmode, Ku. Manisha Yuvraj Manmode, Smt. Ashabai Yuvraj Manmode and Smt. Chindhabai Mahadeorao Wankhede carved out a layout on the aforesaid land and agreed to Sale the Plot No. 12 to Smt. Kavita Raju Lohe, by virtue of the Agreement to Sale dt. 31/03/2000, which is duly impounded on 29/11/2010.

That thereafter Ku. Madhuri Yuvraj Manmode (name after Marriage Mrs. Madhuri Ravindra Gudhade), Ku. Manisha Yuvraj Manmode (name after marriage Mrs. Manisha Rajendra Zatale) and Smt. Chindhabai Mahadeorao Wankhede have executed the General Power of Attorney in favour of Shri. Chandrakant Gaurishankar Tiwari, on 13/02/2007, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 880.

Similarly Shri. Rajesh Yuvraj Manmode, Shri. Subhash Yuvraj Manmode, Shri. Dipak Yuvraj Manmode, Ku. Madhuri Yuvraj Manmode, Ku. Manisha Yuvraj Manmode, Smt. Ashabai Yuvraj Manmode and Smt. Chindhabai Mahadeorao Wankhede have agreed to sale the remaining Plot No. 1 to 11, 13 & 14 to various individual purchasers. And thereafter all the individual purchasers of the Plot No. 1 to 14 have executed the Three Separate Irrevocable General Power of Attorney in favour of Shri. Chandrakant Gaurishankar Tiwari, on 16/02/2008, 15/02/2008 & 15/02/2008, which are duly notarized.

For-SHIBAAM INFRACON PVT. LTD.

Director

MAHARAND M PATHAK
(ADVOCATE)
400, Bhagvan Nagar
Bank Colony, NAGPUR

That thereafter 1. Shri. Rajesh Yuvraj Manmode, 2. Shri. Subhash Yuvraj Manmode, 3. Shri. Dipak Yuvraj Manmode, 4. Smt. Ashabai Yuvraj Manmode, 5. Ku. Madhuri Yuvraj Manmode (name after Marriage Mrs. Madhuri Ravindra Gudhade), 6. Ku. Manisha Yuvraj Manmode (name after marriage Mrs. Manisha Rajendra Zatale) and 7. Smt. Chindhabai Mahadeorao Wankhede (No. 5 to 7 acting through POA holder Shri. Chandrakant Gaurishankar Tiwari) all have agreed to sale the said land bearing Kh. No. 36/1, admeasuring about 1.22 HR to M/s Raghav Infra Developers and Builder (Private) Limited acting through it's authorized director Shri. Mahendra Roshansingh Thakur, by virtue of the Agreement to Sale dt. 16/02/2008, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 918. And Smt. Kavita Raju Lohe has accorded her consent for the said transaction.

That thereafter Shri. Rajesh Yuvraj Manmode, Shri. Subhash Yuvraj Manmode, Shri. Dipak Yuvraj Manmode and Smt. Ashabai Yuvraj Manmode have executed the Irrevocable General Power of Attorney in favour of Shri. Chandrakant Gaurishankar Tiwari, on 16/02/2008, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 919.

That thereafter 1. Shri. Rajesh Yuvraj Manmode, 2. Shri. Subhash Yuvraj Manmode, 3. Shri. Dipak Yuvraj Manmode, 4. Smt. Ashabai Yuvraj Manmode, 5. Ku. Madhuri Yuvraj Manmode (name after Marriage Mrs. Madhuri Ravindra Gudhade), 6. Ku. Manisha Yuvraj Manmode (name after marriage Mrs. Manisha Rajendra Zatale) and 7. Smt. Chindhabai Mahadeorao Wankhede all acting through POA holder Shri. Chandrakant Gaurishankar Tiwari entered in to an Agreement of Development and Sale with M/s Shamdeo Developers & Builders Promoters acting through it's partner Shri. Pravin Shamdeorao Raut, on 06/12/2013, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 3630.

That thereafter 1. Shri. Rajesh Yuvraj Manmode and Six Others and 2. Smt. Kavita Raju Lohe and thirteen others (both Party No. 1 & 2 acting through POA holder Shri. Chandrakant Gaurishankar Tiwari) and 3. M/s Raghav Infra Developers and Builder (Private) Limited acting through it's authorized director Shri. Mahendra Roshansingh Thakur have executed the General Power of Attorney in favour of M/s Shamdeo Developers & Builders Promoters acting through it's partner Shri. Pravin Shamdeorao Raut, on 06/12/2013, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 3631.

That thereafter 1. Shri. Rajesh Yuvraj Manmode, 2. Shri. Subhash Yuvraj Manmode, 3. Shri. Dipak Yuvraj Manmode, 4. Smt. Ashabai Yuvraj Manmode, 5. Ku. Madhuri Yuvraj Manmode (name after Marriage Mrs. Madhuri Ravindra Gudhade), 6. Ku. Manisha Yuvraj Manmode (name after marriage Mrs. Manisha Rajendra Zatale) and 7. Smt. Chindhabai Mahadeorao Wankhede all acting through POA holder Shri. Pravin Shamdeorao Raut sold the Plot No. 12 to Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali, by virtue of the Sale Deed dt. 14/01/2015, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 317. As such Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali became the absolute owner of the said Property. And Smt. Kavita Raju Lohe has accorded her consent for the said transaction.

That the said property was under 1900 Lay- Out scheme of N.I.T. under Regularisation of Unauthorized Construction of The House/Plot as per Maharashtra Gunthewari Developments Act 2001. And the owner of the said property has Paid Development Charges to N.I.T. The N.I.T. has issued the Regularisation Letter for Plot No. 12 in favour of Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali, on 01/04/2015.

That the owners of the said land intended to develop the said property by constructing a multistoried building thereon to be known and styled as **"ROYAL HEIGHTS"** and the Building Plan Sanctioned by the N.I.T. on 25/01/2016. And aforesaid property was submitted to the MAHARASHTRA APARTMENT OWNERSHIP ACT and Deed of Declaration to that effect which is duly registered before the Sub-Registrar Nagpur at Sr. No. 3399, dt. 19/05/2016.

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 Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali is the owner of the said property. However, charges or rights created by unregistered documents

For SHIBAAM INFRACON PVT. LTD.

Director

MAKASAND M. PATHAK
[illegible] ATE
100, [illegible]
Bank Colony, NAGPUR

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. And this counsel has verified the document No. 8 to 14 as mentioned in the list of documents studied in Original, on 23/06/2016.

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 Agreement to Sale dt. 31/03/2000, which is duly impounded on 29/11/2010, executed by Shri. Rajesh Yuvraj Manmode and others in favour of Smt. Kavita Raju Lohe
2. Copy of General Power of Attorney dt. 13/02/2007, bearing Sr. No. 880, executed by Ku. Madhuri Yuvraj Manmode (name after Marriage Mrs. Madhuri Ravindra Gudhade), Ku. Manisha Yuvraj Manmode (name after marriage Mrs. Manisha Rajendra Zatale) and Smt. Chindhabai Mahadeorao Wankhede in favour of Shri. Chandrakant Gaurishankar Tiwari
3. Copy of Three Separate Irrevocable General Power of Attorney dt. 16/02/2008, 15/02/2008 & 15/02/2008, executed by Smt. Kavita Raju Lohe and others in favour of Shri. Chandrakant Gaurishankar Tiwari
4. Copy of Agreement to Sale dt. 16/02/2008, bearing Sr. No. 918, executed by Shri. Rajesh Yuvraj Manmode and others in favour of M/s Raghav Infra Developers and Builder (Private) Limited acting through it's authorized director Shri. Mahendra Roshansingh Thakur
5. Copy of Irrevocable General Power of Attorney dt. 16/02/2008, bearing Sr. No. 919, executed by Shri. Rajesh Yuvraj Manmode, Shri. Subhash Yuvraj Manmode, Shri. Dipak Yuvraj Manmode and Smt. Ashabai Yuvraj Manmode in favour of Shri. Chandrakant Gaurishankar Tiwari
6. Copy of Agreement of Development and Sale dt. 06/12/2013, bearing Sr. No. 3630, executed by Shri. Rajesh Yuvraj Manmode and others all acting through POA holder Shri. Chandrakant Gaurishankar Tiwari in favour of M/s Shamdeo Developers & Builders Promoters acting through it's partner Shri. Pravin Shamdeorao Raut
7. Copy of General Power of Attorney dt. 06/12/2013, bearing Sr. No. 3631, executed by 1. Shri. Rajesh Yuvraj Manmode and Six Others and 2. Smt. Kavita Raju Lohe and thirteen others (both Party No. 1 & 2 acting through POA holder Shri. Chandrakant Gaurishankar Tiwari) and 3. M/s Raghav Infra Developers and Builder (Private) Limited acting through it's authorized director Shri. Mahendra Roshansingh Thakur in favour of M/s Shamdeo Developers & Builders Promoters acting through it's partner Shri. Pravin Shamdeorao Raut
8. Copy of Sale Deed dt. 14/01/2015, bearing Sr. No. 317, executed by Shri. Rajesh Yuvraj Manmode and others all acting through POA holder Shri. Pravin Shamdeorao Raut in favour of Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali, for Plot No. 12
9. Copy of Deed of Declaration dt. 19/05/2016, bearing Sr. No. 3399, executed by Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali
10. Copy of R.L. Letter dt. 01/04/2015, issued by the N.I.T. for Plot No. 12
11. Copy of Building Permit dt. 25/01/2016, issued by the N.I.T.

For SHIBAAM INFRACON PVT. LTD.

Director

MAKARAND M. PATHAK
ADVOCATE
100, Bhagwan Nagar
Bank Colony, NAGPUR

12. Copy of Building Plan dt. 25/01/2016, sanctioned by the N.I.T.
13. Copy of Akhive Patrika dt. 21/07/2015, issued by the City Survey Office in the name of Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali
14. Copy of Tax Receipt dt. 19/05/2015, issued by the N.M.C.
15. Copy of Memorandum of Association and Articles of Association
16. Copy of Certificate of Incorporation dt. 05/02/2013, of Shibaam Infracon Pvt. Ltd.
17. Copy of Draft of Agreement to Sale.
18. Copy of ROC Search dt. 13/07/2016, issued by the S. G. Shah & Co.
19. Copy of Latest Akhive Patrika of owner.

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 Agreement to Sale 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

Annexure "C"

Post Disbursal: - Nil

Document nice to have: - Not Applicable

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

Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali

CERTIFICATE

THIS IS TO CERTIFY that, Shibaam Indracon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali is the owner 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.14/07/2016

MAKARAND M PATHAK
Advocate
MAKARAND M. PATHAK
(ADVOCATE)
100, Bhagwan Nagar
Bank Colony, NAGPUR

For SHIBAAM INFRACON PVT. LTD.

Director

BEFORE THE EXECUTIVE MAGISTRATE/
PUBLIC NOTARY, NAGPUR

DEPONENT: - Shibaam Indracon Private Limited
acting through it's authorized director
Mr. Taher Ali S/o Abde Ali
Aged about ___ Years, Occupation:
R/o.

AFFIDAVIT

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

01) I the above named deponent to hereby take oath and state that I am the resident of the above mentioned address

02) I the above named deponents to hereby take oath and state that I owned and possessed the schedule property.

The details of schedule property is as under: -

All that piece and parcel of land bearing Plot No. 12, admeasuring about 1207.90 Sq. Mtrs., being a part and portion of the entire land bearing Kh. No. 36/1, situated at **Mouza – Zingabai Takli,** bearing City Survey No. 53, Sheet No. 1025 (47), within the limits of N.I.T. and N.M.C., Tahsil and District Nagpur and the said land is bounded as below: -

East	:	Plot No. 13
West	:	Plot No. 11
North	:	Kh. No. 36/2
South	:	Road

For SHIBAAM INFRACON PVT. LTD.

Director

03) I state on oath that there is no minor's interest in the said property.

04) I 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. I had obtained all the permission consent and approvals salutatory or otherwise and has complied with all the requirements as may be necessary for the creation of effect mortgage.

05) I 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.

06) I 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 I will personally indemnify the PNB Housing Finance Ltd Nagpur for the same.

07) I further state on oath that I shall be liable for the Criminal Prosecution as per the law if the contents of the above pems are found false.

Hence this affidavit

Nagpur
Dt.

Deponent

VERIFICATION

The Content of Para 1 to 7 are true to my personal knowledge and belief hence verified and signed on this ____ day of July 2016 at Nagpur.

Deponent

For SHIBAAM INFRACON PVT. LTD.

Director

INDEMNITY-BOND

THIS Indemnity Bond is executed on this ____ day of July 2016, by

EXECUTANT: Shibaam Indracon Private Limited
acting through it's authorized director
Mr. Taher Ali S/o Abde Ali
Aged about ___ Years, Occupation:
R/o.

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 land bearing Plot No. 12, admeasuring about 1207.90 Sq. Mtrs., being a part and portion of the entire land bearing Kh. No. 36/1, situated at **Mouza – Zingabai Takli,** bearing City Survey No. 53, Sheet No. 1025 (47), within the limits of N.I.T. and N.M.C., Tahsil and District Nagpur and the said land is bounded as below: -

East	:	Plot No. 13
West	:	Plot No. 11
North	:	Kh. No. 36/2
South	:	Road

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/EXECUTAN

For SHIBAAM INFRACON PVT. LTD.

Director

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

CERTIFICATE

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

Reg: - All that piece and parcel of land bearing Plot No. 12, admeasuring about 1207.90 Sq. Mtrs., being a part and portion of the entire land bearing Kh. No. 36/1, situated at **Mouza – Zingabai Takli,** bearing City Survey No. 53, Sheet No. 1025 (47), within the limits of N.I.T. and N.M.C., Tahsil and District Nagpur and the said land is bounded as below: -

East	:	Plot No. 13
West	:	Plot No. 11
North	:	Kh. No. 36/2
South	:	Road

belongs to Shibaam Indrucon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali, who is the owner, as requested I have condocted 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 Shibaam Indrucon Private Limited acting through it's authorized director Mr. Taher Ali S/o Abde Ali is the owner 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. 8 to 14, as mentioned in the list of documents studied, of Legal Report in Original, on 23/06/2016.

1. Original Proposed Registered Agreement to Sale 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.14/07/2016

MAKARAND M PATHAK
Advocate
MAKARAND M. PATHAK
[ADVOCATE]
100, Bhagwan Nagar
Bank Colony, NAGPUR

For SHIBAAM INFRACON PVT. LTD.

Director