

11/2
THE REGIONAL MANAGER:

FOR APPROVAL

THE CHIEF MANAGER (RB):

FOR RECOMMENDATION

SURENDRANAGAR, NAGPUR

MASTER SEARCH : M/S. PUSHKAR HOMES PVT. LTD.

SCHEME : ORCHID GREENS

The Master Search of the captioned project has been carried out by our empanelled Advocate Hemangli Dakhore and vetted by the Manager [Law] at this office. The observations of the Manager(Law) are as under.

Since row house is being constructed, building plan is not sanctioned as of now. However, for each and every row house housing loan sanctioned, the sanctioned map would have to be obtained.

3. The project has confirmed having obtained "Due Diligence Report" on the builder M/s. Pushkar Homes Pvt. Ltd.

4. In this regard, we propose the following arrangement.

i. To allot all the cases under the projects to the same empanelled advocate

ii. Advise the advocate to compile Title Search from Master Search date to agreement to sale date in all future cases of home loans under the project and charge ~~₹1000/-~~ only per case, so as to pass on benefit of this exercise to our home loan customers as hitherto.

0.1500

4. Please approve Master Search.

STATE BANK OF INDIA,
REGIONAL BUSINESS OFFICE-I,
ADMINISTRATIVE OFFICE,
NAGPUR.
DN 12 09.02.2012

DY. MANAGER(RB)

all future cases of home loans under the project

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Annexure-A

TITLE INVESTIGATION REPORT

1.	Name of the Branch/BU seeking opinion.	RACPC, State Bank of India, Zonal Office, Nagpur.
2.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	MASTER SEARCH/FILE M/s. Pushkar Homes Pvt. Ltd. through its Director Shri Neeraj Pravinkumar Agrawal
3.	Name of the unit / concern / company / person offering the property for creation of charge.	Master Search/File for prospective purchaser/borrower.
4.	Constitution of the unit /concern / person body/ authority offering the property for creation of charge.	Master Search/File for prospective purchaser/borrower.
5.	State as to under what capacity is security offered (Whether as joint applicant or borrower or as guarantor, etc.)	Master Search/File for prospective purchaser/borrower.
6 a)	Particulars of the documents scrutinized-serially and chronologically	<u>Separate Sheet Attached-Annexure-1</u>
b)	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering / land / revenue/other authorities be examined.	Verified from Original & Photocopy
7.	Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	
i)	Survey No.	Khasara No.182, P. H. No.74 Mouza - Borkhedi
ii)	Door No. (in case of house property)	Not Applicable
iii)	Extent/area including plinth/built up area in case of house property.	Land admeasuring : 1.21 Hectors
iv)	Location like name of the place, village, city, registration, sub-district etc.	Mouza-Borkhedi, Tahsil-Nagpur (Rural), District - Nagpur.
v)	Boundaries :	East : Pandhan West : Village Shirur Shivpandan North : Kh. No.183 South : Kh. No.181
8.	Flow of titles tracing out the title, of the intended mortgagor and his/its predecessors in interest from the mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further	<u>Separate Sheet Attached-Annexure-2</u>

हस्ताक्षर

नॉटरी 33 म.
Regd. 33 म.

दस्तावेज/अर्जा/अनुक्रमिक

दिनांक 9-90- सन 20 99

प्राप्त प्रकरण

स्थानांश 242

स्थान की विधि/नं.

नोटरी की

प्रमाण की (कॉपी)

प्रमाणनामा नकल की

प्रमाण खर्च

प्रमाण किया जाय (कालम 33 त 33)

प्रमाण किया जाय

दंड-प्रमाण 24 अन्वये

कालम 24 अन्वये

प्रमाणित नकल (प्रमाण 33) (कॉपी)

हस्ताक्षर की (मानांक प्रमाणित) याचक

क्र.	पक्ष
1	0401

प्रमाण

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नॉटरीकृत आदेश पाठवली जाईल
रोजी सुधार होईल व या कार्यालयत येणाल येईल.

सह दुय्यम सिबंयक, पग-3

इस खाली नाम दिहें न्याय करतीया
नाम नॉटरीकृत आदेश पाठवला
हस्ताक्षर कराया.

नागपूर शहर क्र. 9

सादरकरी

	period, depending on the need for clearance of such clog on the Title. (Separate Sheets may be used).	
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.)	Full ownership rights
10.(a)	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof. If yes, give the details thereof.	No encumbrances, attachments
(b)	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.	Not Applicable
11.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Taxes to be paid
12.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	Name of Shri Satish Banwarilal Jadodiya & others, land owner has been mutated in the Tahsil Office Nagpur (Rural) vide 7x12 Abstract.
13.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No bar/restriction for creation of mortgage under any local or special enactments. Documents are properly registered and proper stamp duty has been paid.
14.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	All Original title deeds are available with the Land owners Shri Satish Banwarilal Jadodiya & others.
15.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Master File/Search for prospective purchaser/borrower.

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 16.11.2011
Place: Nagpur

(Mrs. Hemangi Ashok Dakhore)
Advocate

Annexure-1

Sr. No.	Date of Document	Particulars and Type of Document	Name of the party/ies
1.	05.02.2005	7x12 Abstract	Talathi/Tahasil Office, Nagpur AND Shri Kisan Tukarnan Sonarkar
2.	09.02.2005	Sale Deed -Original	Shri Kisan Tukarnan Sonarkar AND Shri Vijay Anandram Shetke & others
3.	-	7x12 Abstract	Talathi/Tahasil Office, Nagpur AND Shri Vijay Anandram Shetke & others
4.	13.11.2009	Power of Attorney -Original	Shri Pankaj Madhuranjan Agrawal & Five others AND Shri Manoj Jagdish Modi & Shri Chetan Jagdish Modi
5.	17.11.2009	Sale Deed -Original	Shri Vijay Anandram Shetke & others AND Shri Satish Banwarilal Gadodia & Nine others
6.	-	7x12 Abstract -Original	Talathi/Tahasil Office, Nagpur AND Shri Satish Banwarilal Gadodia & others
7.	09.04.2010	General Power of Attorney -Original	Shri Satish Banwarilal Gadodia & 9 others AND M/s. Pushkar Homes Private Limited through Shri Nitesh Pravin Kumar Agrawal
8.	09.04.2010	Agreement of Development & Sale -Original	Shri Satish Banwarilal Gadodia & 9 others AND M/s. Pushkar Homes Private Limited through Shri Nitesh Pravin Kumar Agrawal
9.	29.06.2010	Final Layout Sanction/ Sanctioned Layout Map -Original	Town Planning Authority Nagpur AND Collector, Nagpur
10.	25.10.2010	N. A. Order -Original	Collector Nagpur AND Shri Manoj Jagdish Modi & Nine others
11.	07.05.2011	Development Agreement -Original	Nagpur Improvement Trust, Nagpur AND Shri Manoj Jagdish Modi & Nine others

Date: 16.11.2011
Place: Nagpur

(Mrs. Hemangi Ashok Dakhore)
Advocate

Annexure-2

Flow of titles tracing out the title, of the intended mortgagor and his/its predecessors in interest from the mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the Title.

1. That, as per land and revenue records all that piece and parcel of agricultural land bearing Khasra/Gat No.182, admeasuring 1.21 H.R. Revenue Jama Rs.3.38, Bhogwatdar Class-2 Rights, situated at Mouza-Borkhedi, P.H.No.74, Tahasil-Nagpur (Rural) District-Nagpur was owned and possessed by Shri Kisan Tukaram Sonarkar.
2. That, Shri Kisan Tukaram Sonarkar sold above said land bearing Khasra/Gat No.182, admeasuring 1.21 H.R. Revenue Jama Rs.3.38, Bhogwatdar Class-2 Rights, situated at Mouza-Borkhedi, P.H.No.74, Tahasil-Nagpur (Rural) District-Nagpur to Shri Vijay Anandrao Shelke, Shri Rajesh Manoranjan Singh Gautam and Shri Ramakant Singh S/o Samsher Singh by way of Sale Deed dated 09.02.2005 duly registered in the office of Sub Registrar, Nagpur (Rural) at Sr. No.987(Chha) on 10.02.2005.
3. That, by virtue of above Sale Deed Shri Vijay Anandrao Shelke, Shri Rajesh Manoranjan Singh Gautam and Shri Ramakant Singh S/o Samsher Singh became absolute owner of Khasra/Gat No.182, admeasuring 1.21 H.R. Revenue Jama Rs.3.38, Bhogwatdar Class-2 Rights, situated at Mouza-Borkhedi, P.H.No.74, Tahasil-Nagpur (Rural) District-Nagpur. They have mutated their name in the respective land and revenue records.
4. That, Shri Vijay Anandrao Shelke, Shri Rajesh Manoranjan Singh Gautam and Shri Ramakant Singh S/o Samsher Singh sold their above said land bearing Khasra/Gat No.182, admeasuring 1.21 H.R. Revenue Jama Rs.3.38, Bhogwatdar Class-2 Rights, situated at Mouza-Borkhedi, P.H.No.74, Tahasil-Nagpur (Rural) District-Nagpur sold their land admeasuring 1.00 H.R. (Kh. No.168 Southern Part) to 1) Shri Satish Banwarilal Gadodia, 2) Shri Manoj Jagdish Modi, 3) Shri Chetan Janardan Hend, 4) Shri Ghanshyam Makhani Lal Khetan, 5) Shri Pankaj Madhusudan Agrawal, 6) Shri Sagar Rameshwar Modi (HUF) through its Karta Shri Sagar Rameshwar Modi, 7) Shri Akash Devilal Joshi, 8) Shri Umesh Prakashchand Agrawal, 9) Shri Jagdish Ratanlal Agrawal & 10) Shri Munnwar Saifuddin Babji (aforesaid Sr. No.5 to 10 acted through their constituted attorney Shri Manoj Jagdish Modi and Shri Chetan Janardan Hend) by way of Sale Deed duly registered in the office of Sub Registrar, Nagpur (Rural) No.10 at Sr.No.4830 on 17.11.2009.
5. That, 1) Shri Pankaj Madhusudan Agrawal, 2) Shri Sagar Rameshwar Modi 3) Shri Akash Devilal Joshi, 4) Shri Umesh Prakashchand Agrawal, 5) Shri Jagdish Ratanlal Agrawal & 6) Shri Munnwar Saifuddin Babji executed Power of Attorney in favour of Shri Manoj Jagdish Modi and Shri Chetan Janardan Hend which is registered in the office of Sub Registrar, Khamgaon on 13.11.2009 at Sr. No.4708.

6. That, by virtue of above Sale Deed 1) Shri Satish Banwarilal Gadodia, 2) Shri Manoj Jagdish Modi, 3) Shri Chetan Janardan Hend, 4) Shri Ghanshyam Makhanlal Khetan, 5) Shri Pankaj Madhusudan Agrawal, 6) Shri Sagar Rameshwar Modi (HUF) through its Karta Shri Sagar Rameshwar Modi, 7) Shri Akash Devilal Joshi, 8) Shri Umesh Prakashchand Agrawal, 9) Shri Jagdish Ratanlal Agrawal & 10) Shri Munnwar Saifuddin Babji became absolute joint owner of land bearing Khasra/Gat No.182, admeasuring 1.21 H.R. Revenue Jama Rs.3.38, Bhogwatdar Class-2 Rights, situated at Mouza-Borkhedi, P.H.No.74, Tahasil-Nagpur (Rural) District-Nagpur. They have mutated their name in the respective land and revenue records.

7. That, later on 1) Shri Satish Banwarilal Gadodia, 2) Shri Manoj Jagdish Modi, 3) Shri Chetan Janardan Hend, 4) Shri Ghanshyam Makhanlal Khetan, 5) Shri Pankaj Madhusudan Agrawal, 6) Shri Sagar Rameshwar Modi (HUF) through its Karta Shri Sagar Rameshwar Modi, 7) Shri Akash Devilal Joshi, 8) Shri Umesh Prakashchand Agrawal, 9) Shri Jagdish Ratanlal Agrawal & 10) Shri Munnwar Saifuddin Babji all joint owner of land bearing Khasra/Gat No.182, admeasuring 1.21 H.R. Revenue Jama Rs.3.38, Bhogwatdar Class-2 Rights, situated at Mouza-Borkhedi, P.H.No.74, Tahasil-Nagpur (Rural) District-Nagpur decided to develop/sale the afore said land into a Residential Estate by carving out various Residential Flats/Commercial Shops of different sizes therein and by constructing various independent Residential Houses/Row Houses/Bungalows etc. through M/s. PUSHKAR HOMES PRIVATE LIMITED, a company duly incorporated under the Companies Act, 1956 bearing incorporation Certificate No.U45202MH2009PTC-190843 having its registered office at Ramdaspath, Nagpur and acting through its Director SHRI NEERAJ S/o PRAVINKUMAR AGRAWAL and entered into an AGREEMENT OF DEVELOPMENT AND SALE on 09.04.2010 which is notarized by G.A.Qubbarwala, Notary on even date bearing notary Reg. No.223.

8. That, 1) Shri Satish Banwarilal Gadodia, 2) Shri Manoj Jagdish Modi, 3) Shri Chetan Janardan Hend, 4) Shri Ghanshyam Makhanlal Khetan, 5) Shri Pankaj Madhusudan Agrawal, 6) Shri Sagar Rameshwar Modi (HUF) through its Karta Shri Sagar Rameshwar Modi, 7) Shri Akash Devilal Joshi, 8) Shri Umesh Prakashchand Agrawal, 9) Shri Jagdish Ratanlal Agrawal & 10) Shri Munnwar Saifuddin Babji became absolute joint owner of land bearing Khasra/Gat No.182, admeasuring 1.21 H.R. Revenue Jama Rs.3.38, Bhogwatdar Class-2 Rights, situated at Mouza-Borkhedi, P.H.No.74, Tahasil-Nagpur (Rural) District-Nagpur executed General Power of Attorney in favour of M/s. PUSHKAR HOMES PRIVATE LIMITED acting through its Director SHRI NEERAJ S/o PRAVINKUMAR AGRAWAL in respect of above said land bearing Khasra/Gat No.182, admeasuring 1.21 H.R. Revenue Jama Rs.3.38, Bhogwatdar Class-2 Rights, situated at Mouza-Borkhedi, P.H.No.74, Tahasil-Nagpur (Rural) District-Nagpur, which is registered in the office of Sub Registrar, Nagpur (Rural) No.10 at Sr. No.1572 on 09.04.2010.

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9. That, Shri Manoj Jagdish Modi and 9 others through their P.O.A.M/s. Pushkar Homes Private Ltd. through its Director Shri Neeraj Agrawal applied to the Collector Nagpur for conversion of said agricultural land bearing Kh. No.182, admeasuring 1.21 Hecter (12100 Sq. Mtrs.) for residential purpose (Group Housing). After completion of modalities and after receipt of No Objection Certificates from all concerned Govt./Semi Govt., and other departments the Collector Nagpur permitted conversion of said Agricultural land for the use of residential purpose (Group Housing) vide आदेश पत्र कं. प्रस्तुत/जिल्हाधिकारी/कावे-901/2010. (रा. मा. क 785/एन. ए. पी.-34/2009-2010)

10. That, Shri Manoj Jagdish Modi and 9 others through their P.O.A.M/s. Pushkar Homes Private Ltd. through its Director Shri Neeraj Agrawal formed a layout which has been sanctioned by the Town Planning Department, Nagpur vide Letter No.2370 dated 29.06.2010.

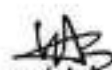
11. That, Shri Manoj Jagdish Modi and 9 others through their P.O.A.M/s. Pushkar Homes Private Ltd. through its Director Shri Neeraj Agrawal entered into an Agreement of Development of above said land bearing Kh. No.182, Mouza-Borkhedi, Tahsil-Nagpur(Gramin), District-Nagpur with the Nagpur Improvement Trust, Nagpur on 05.05.2011.

12. That, Shri Manoj Jagdish Modi and 9 others through their P.O.A.M/s. Pushkar Homes Private Ltd. through its Director Shri Neeraj Agrawal shall construct housing project (Group Housing) as per the building plan duly sanctioned by the Town Planning Authority and Collector, Nagpur for the benefit of public at large.

13. That, I have taken 30 years search and physically verified the relevant records maintained in the office of Jt. Sub Registrar, Class-2, Nagpur City No.01 for the period 1982 to 2011 by paying necessary search fee Rs.750/- vide receipt No.3544406 dated 01.10.2011 and found that the property is legal marketable free from any anomalies.

14. That, the 30 years chain of transactions to the title have been properly established and all necessary parties have been joined in the document and documents have desired effect. Facts and events material to the title have been satisfactorily proved and all the transactions have duly verified from the office of registrar of documents and other relevant records.

Date: 16.11.2011
Place: Nagpur


(Mrs. Hemangi Ashok Dakhore)
Advocate

Annexure-C

Checklist for the Guidance of the Advocates Verifying the title to the property(ies) offered as security

1.	Nature of title (Ownership/Leasehold/ Occupancy/Govt. grant/ allotments etc.	Ownership
2.	If leasehold, whether; a) lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the lease/unexpired period of lease, d) If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease Deed permits sub-leasing and mortgage by Sub- Lessee also.	Not Applicable
3.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether; a) grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions, b) the mortgagor is competent to create charge on such property.	Not Applicable
4.	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	Not Applicable
5.	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.	Not Applicable Not Applicable
6.	Nature of Minor's interests, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed and the reason for coming to such conclusion.	No Minor's interests
7.	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcing thereon.	Not Applicable
8.	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes, permission obtained.
9.	Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Land Laws etc.)	Not Applicable
10.a	In case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
f.	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
c.	Whether the partition made is valid in law and the mortgagor has acquired a mortgage-able title thereon.	Not Applicable

11.a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable
b	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
12.a	Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage / execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association/provision for common seal etc.	Not Applicable
b.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
13.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the law of the place, where it is executed.	Not Applicable
14.	If the property is a flat/apartment or residential/commercial complex, check	Not Applicable
a.	Promoter's/Land owner's title to the land/building	Not Applicable
b.	Development Agreement/Power of Attorney	Not Applicable
c.	Extent of authority of the Developer/builder	Not Applicable
d.	Independent title verification of the Land and/or building in question.	Not Applicable
e.	Agreement for sale (duly registered)	Not Applicable
f.	Payment of proper stamp duty	Not Applicable
g.	Conveyance in favor of Society/Condominium concerned	Not Applicable
h.	Occupancy Certificate/allotment letter/letter of possession.	Not Applicable
i.	Membership details in the Society etc.	Not Applicable
j.	Share Certificates	Not Applicable
k.	No Objection Letter from Society	Not Applicable
l.	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.	Not Applicable
15.	Where the property is a 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.	Not Applicable
16.	Pending Litigations/Court attachments/injunction/ stay orders/acquisition by the Govt. /Local authorities etc. that could be ascertained.	No pending litigations
17.	Any other details required for the purpose.	An affidavit regarding no encumbrances has been obtained from the owner/developer.

Date: 16.11.2011
Place: Nagpur

(Mrs. Hemangi Ashok Dakhore)
Advocate

Annexure D

CERTIFICATE OF TITLE

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of "Equitable Mortgage" and the documents of title referred to in the Opinion are valid evidence of Right, title interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that :

I have examined the Documents in detail, taking into account all the details in the check list vide Annexure C and the other relevant factors.

I confirm having made a search in the Land/Revenue records. 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.

Following scrutiny of Land Records/Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.

The property is free from all Encumbrances.

The Mortgage if created will be available to the Bank for the Liability of the intending prospective purchaser/Borrower.

I certify that prospective purchaser/borrower/s has / have an absolute, clear and marketable title over the Schedule property/(ies) after registration of Sale Deed in their favour. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

SCHEDULE OF THE PROPERTY

It is that piece and parcel of non agricultural land bearing Khazra/Gat No.182, measuring 1.21 H.R. Revenue Jama Rs.3.38, Bhogwatdar Class-1 Rights, situated Mouza-Borkhedi, P.H.No.74, Tahasil-Nagpur (Rural) District-Nagpur, and bounded as under :

On the East :	By Pandhan
On the West :	By Village Shirur Shivpandan
On the North :	By Kh. No.183
On the South :	By Kh. No.181.

cc. Nagpur
Date: 16.11.2011

(Mrs. Homangi Ashok Dakhore)
Advocate