

Sahil M. Bhangde

LL.M

ADVOCATE

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LEGAL SCRUTINY REPORT

Ref. No. : SMB/ICICI-HFC/AUG/2026/65

Date:- 27.08.2026

APP No. - 77000336582

APS ID - 10317701

To,

ICICI Home Finance Ltd.,
Nagpur

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of Mrs. Sarita Ravindra Ghodeshwar

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s : Mrs. Sarita Ravindra Ghodeshwar
2. Name of the Co-applicant/s: (if any): NA
3. Type of Loan : Regular Home Loan
4. Purpose of Loan : New Flat Purchase
5. Name of the Property Owner/s : Shri. Jayant Shyam Lohabare
6. Description of the Property (with Boundaries):

All that RCC Superstructure comprising of residential **Apartment No.201** covering built up area **70.10 Sq. Mtrs**, situated on the **Second Floor** of the building Known and Styled as "**RADHEY KRISHNA HEIGHTS**" together with **14.29 %** undivided share and interest in all that piece and parcel of land bearing **Plot No. 11** admeasuring about **154.5893 Sq. Mtrs**, being a portion of entire land bearing **Kh. No. 60 & 72/1 of Mouza-Ajni**, bearing **P. H. No. 9**, having its **City Survey No. 2464 of Sheet No. 70 (225)**, situated within the limits of Nagpur Municipal Corporation Nagpur and Nagpur Improvement Trust, Nagpur and same is bounded as under :

On the East : Plot No. 10
On the West : Road
On the North : Plot No. 12
On the South : Road

7. Nature / Status of the Property : Freehold
8. Type of Property : Residential

PART II: LIST OF DOCUMENTS SUBMITTED BEFORE ME/US FOR SCRUTINY AND LEGAL OPINION: (SPECIFY THE DOCUMENTS ARE ORIGINAL OR XEROX)

1. **Copy of** Registered Sale Deed executed by 1) Shri. Gangaramji Maroti Borkute, 2) Shri. Kashinath Maroti Borkute, 3) Shri. Keshav Maroti Borkute, 4) Shri. Moreshwar Maroti Borkute, 5) Shri. Kawdu Doma Borkute and 6) Smt. Alokhibai Doma Borkute in favour of the Pragati Cooperative Housing Society Ltd, Nagpur, through its Secretary Shri. Govind Gunderao Khante, same was duly registered in the office of Sub-Registrar Nagpur No. 3, at Sr. No. 996, dated 01.04.1963. (**Kh. No.60 adm 0.98 HR, Kh. No.72/1 adm 3.02 HR**)
2. **Copy of** Registered Sale Deed executed by the Pragati Cooperative Housing Society Ltd, Nagpur, through its Secretary Shri. Shrikant Laxmanrao Giripunje in favour of Shri. Premchand Dashrath Lohabare, same was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No. 10 (P), dated 06.01.1972.
3. **Copy of** Registered Will executed by Smt. Kamal Premchand Lohabare, same was duly registered in the office of Sub-Registrar Nagpur No. 6, at Sr. No. 3522/2005, dated 30.12.2005.
4. **Copy of** Registered Re-conveyance Deed executed by Tirupati Urban Cooperative Bank, Ltd, Nagpur in favour of Smt. Kamal Premchand Lohabare and Smt. Vandana Jayant Lohabare a Proprietor of M/s. Vedant Industries, same was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 3368/2014, dated 25.05.2014.
5. **Copy of** Registered Gift Deed executed by Smt. Kamal Premchand Lohabare in favour of Shri. Jayant Shyam Lohabare, same was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No. 4397/2014, dated 06.06.2014.
6. **Copy of** No Due Certificate issued by SMFS India Credit Company Ltd, dated 19.12.2023.
7. **Copy of** Akhivpatrika in the name of Shri. Jayant Shyam Lohabare, dated 15.06.2024.

8. **Copy of** Registered Agreement of Development executed by Shri. Jayant Shyam Lohabare in favour of M/s. Radhey Krishna Builders and Developers, through its partner Shri. Vinayak Krishnaji Dambale and Shri. Sudesh Bhimrao Malode, same was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 10988/2024, dated 24.10.2024.
9. **Copy of** Registered Power of Attorney executed by Shri. Jayant Shyam Lohabare in favour of M/s. Radhey Krishna Builders and Developers, through its partner Shri. Vinayak Krishnaji Dambale and Shri. Sudesh Bhimrao Malode, same was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 10989/2024, dated 24.10.2024.
10. **Copy of** Sanctioned Building Plan and Permit duly sanctioned and approved by the Nagpur Municipal Corporation, Nagpur, bearing its Permit No. 243227/NMO/B/2024/APL/03236, dated 22.11.2024.
11. **Copy of** Tax Receipt Tax paid for the year 2025-27, vide its receipt dated 15.06.2026.
12. **Copy of** Registered Deed of Declaration executed by Shri. Jayant Shyam Lohabare, through Power of Attorney M/s. Radhey Krishna Builders and Developers, through its partner Shri. Vinayak Krishnaji Dambale and Shri. Sudesh Bhimrao Malode, same was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 7647/2026, dated 03.07.2026.
13. **Draft Copy of** Sale Deed
14. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 27.08.2026

PART III: FLOW OF TITLE OF PROPERTY: (HISTORY OF TITLE)

- 1) That originally all that piece and parcel land bearing Kh. No. 60 & 72/2 admeasuring about 4 Acres of Mouza-Ajni (Khurd) belongs to the Pragati Cooperative Housing Society Ltd, Nagpur, a registered cooperative society, bearing its Registration No. 1798, having been acquired by it by virtue of registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur, at Sr. No. 996, dated 01.04.1963.
- 2) That, the aforesaid society thereafter demarcated a residential layout thereupon, the said land which was duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur, vide its development agreement dated 19.01.1967.
- 3) That further the said land was pleased to converted for the non-agricultural use by the order passed by District Collector Nagpur on 06.05.1963.
- 4) That the Pragati Cooperative Housing Society Ltd, Nagpur, through its Secretary Shri. Shrikant Laxmanrao Giripunje, thereafter sold out the schedule Plot No. 11 admeasuring about 1664 sq. Ft to Shri. Premchand Dashrath Lohabare, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No. 10 (P), dated 06.01.1972.
- 5) That Shri. Premchand Dashrath Lohabare, had left for heavenly abode on 29.08.1986 and consequently upon his death, his share in the aforesaid property inherited by his only legal heir Smt. Kamal Premchand Lohabare by virtue of intestate succession.
- 6) That Smt. Kamal Premchand Lohabare, during her life time had executed a Registered Will in respect of the said property, thereby bequeathed the said property to Shri. Jayant Premchand Lohabare, the said registered Will has been duly registered in the office of Sub-Registrar Nagpur No. 6, at Sr. No. 3522/2005, dated 30.12.2005.
- 7) That during the course of time, Smt. Kamal Premchand Lohabare, had executed a Registered Gift Deed in respect of the schedule Plot No. 11, thereby gifted out the said plot to Shri. Jayant Shyam Lohabare, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No. 4397/2014, dated 06.06.2014.
- 8) That the aforesaid transaction was duly recorded in the Records of Rights i.e. in Akhivpatrika, as well as in the record of Municipal Corporation Nagpur and the name of Shri. Jayant Shyam Lohabare, has been duly recorded as the sole and absolute owner of the schedule Plot No.11.
- 9) That Shri. Jayant Shyam Lohabare, thereafter decided to develop the said plot by constructing a Multistoried building thereupon and accordingly assign the development work to M/s. Radhey Land Builders and Developers, through its partner Shri. Vinayak Krishnaji Dambale and Shri. Sudesh Bhimrao Malode, the said Agreement of Development, which was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 10988/2024, dated 24.10.2024 and in pursuance of the said Development Agreement, the Developer in addition to Consideration agreed to be paid shall construct the Residential Apartment No. 501 on Fifth Floor, Apartment No. 601 on Sixth Floor, and Apartment No. 702 which shall be retain by the Shri. Jayant Shyam Lohabare.
- 10) That Shri. Jayant Shyam Lohabare, thereafter executed a Registered Power of Attorney, thereby constituted and nominated M/s. Radhey Krishna Builders and Developers, through its partner Shri. Vinayak Krishnaji Dambale and Shri. Sudesh Bhimrao Malode, being his lawful attorney, the said Power of Attorney was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 10989/2024, dated 24.10.2024.
- 11) That the aforesaid owner through his Power of Attorney thereafter prepared a proposed building plan of the building to be known and styled as "RADHEY KRISHNA HEIGHTS" which was duly sanctioned

and approved by the Nagpur Municipal Corporation, Nagpur, bearing its Permit No. 243227/NMO/B/2024/APL/03236, dated 22.11.2024.

- 12) That Shri. Jayant Shyam Lohabare, through Power of Attorney M/s. Radhey Krishna Builders and Developers, through its partner Shri. Vinayak Krishnaji Dambale and Shri. Sudesh Bhimrao Malode, had submitted the proposed apartment scheme to the provisions of Maharashtra Apartment Ownership Act, by executing a Registered Deed of Declaration, which was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 7647/2026, dated 03.07.2026.
- 13) That Shri. Jayant Shyam Lohabare, through Power of Attorney M/s. Radhey Krishna Builders and Developers, through its partner Shri. Vinayak Krishnaji Dambale and Shri. Sudesh Bhimrao Malode, now agreed to sell said Apartment No. 201, situated on the Second Floor of the said apartment scheme to Mrs. Sarita Ravindra Ghodeshwar, for valued consideration.

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

- a) From the perusal of all the Xerox documents submitted and perusal thereof, I am of the opinion that **Shri. Jayant Shyam Lohabare** the owners of the scheduled of property and he has valid, clear and, marketable title over the scheduled property.
- b) That during the course of my inspection, I did not came across to entry as to encumbrance and charges over the said property, the schedule of property is free from all sort of encumbrances, charges, lien etc. and the owners are having clear, valid and marketable title over the scheduled property and further the prospective purchasers i.e. **Mrs. Sarita Ravindra Ghodeshwar** will also acquire equally good, valid and marketable title thereto only after upon execution of proper and duly registered Sale Deed in his favour.
- c) That it is needless to mention here that the property can be mortgage with a financial institution by way of security for repayment of loan, if any advance to the owners.
- d) *That it is needless to mention here that the ICICI Home Finance Ltd must verify the all original documents in respect of the schedule property before disbursement of loan amount.*

PART V: OTHER PROVISIONS:

- | | | |
|------|---|-----------|
| 5.1 | Whether provisions of urban land ceiling act are applicable? | No |
| 5.2 | Whether any property/ies intend to be given as security is subject to any minor's claim/share? | No |
| 5.3 | Whether the property is affected by any revenue and tenancy regulations; if yes then to what extent? | No |
| 5.4 | Whether the user land has been converted into Non-Agricultural for Residential use by the order of the competent Authority? | YES |
| 5.5 | Whether up to date tax/land revenue has been paid in respect of the property? | Till 2025 |
| 5.6 | Whether all original documents for last 13 years have been scrutinized; if not give reasons? | No, Bank |
| | Official decided to conduct original documents verification. | |
| 5.7 | Whether required documents are available for creating mortgage? | Yes |
| 5.8 | Whether all the previous owners of the property had the right and competency to transfer the property? | Yes |
| 5.9 | Whether the proposed mortgage by deposit of title deeds is possible? | Yes |
| 5.10 | What is the tenure of the land; if it is leased? | NA |
| 5.11 | Whether the land is Adivasi (tribal) land? | No |
| 5.12 | Whether the land /property are joint family property? | No |
| 5.13 | Whether SARFAESI Act applicable? | YES |
| 5.14 | Is land/property/flat being subject to any reservations /acquisitions/requisitions? | No |
| 5.15 | Whether the property has been transferred by a power of attorney (POA) holder of the original landowner in favour of the loan applicant? | NA |
| 5.16 | Whether the said POA holder has/had authority to sell the property under POA? | NA |
| 5.17 | Whether POA as recorded in 5.15 is registered? | NA |
| 5.18 | Whether any prior permission /NOC /consent required from any Authority to mortgage the Property (Authority may be Govt. / Municipal Corporation / Land Development Authority / Industrial Development Authority / Society etc.). If permission is required, specify the name of the authority from whom permission/NOC is required and list all permission/ No objection required | No |
| 5.19 | Whether any permission / consent is required to sell the property upon invocation of the mortgage. If so, indicate the Authority from whom the permission is required; Indicative Time line to obtain such permission; and any premium payable to the Authority upon such transfer | NA |
| 5.20 | Whether Search Report is obtained and submitted? | Yes |

Search Report Details: -

Search Conducted Years:	13 years
Name of the Advocate / Searcher:	Adv. Sahil M. Bhangde

Search Report Date:	27.08.2026
Note:	-----
5.21 Whether EC is obtained?	NO
EC Details: -	
No. of Years EC Obtained:	
Any Encumbrance to Specify:	

EC Applied by:
PART VI: CERTIFICATE:

In view of the foregoing, I certify that the title deeds intended to be deposited, relating to the property and offered as security by way of equitable mortgage and the documents of title referred to above are perfect evidence of the title and that if the said equitable mortgage is created in the manner required by law, it would satisfy the requirements of creation of equitable mortgage.

I further certify that **Mrs. Sarita Ravindra Ghodeshwar** would derive a valid, clear, marketable and unencumbered title in the property stated above, only after execution of registered Sale Deed in his favour.

The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower / Co borrower **Mrs. Sarita Ravindra Ghodeshwar**.

The following original documents to be collected by ICICI HFC for creation of registered/equitable mortgage of the said property: -

Following documents needs to be submitted prior to disbursal of loan/at the time of disbursement of the loan: -

1. **Copy of** Registered Sale Deed executed by 1) Shri. Gangaramji Maroti Borkute, 2) Shri. Kashinath Maroti Borkute, 3) Shri. Keshav Maroti Borkute, 4) Shri. Moreshwar Maroti Borkute, 5) Shri. Kawdu Doma Borkute and 6) Smt. Alokhibai Doma Borkute in favour of the Pragati Cooperative Housing Society Ltd, Nagpur, through its Secretary Shri. Govind Gunderao Khante, same was duly registered in the office of Sub-Registrar Nagpur No. 3, at Sr. No. 996, dated 01.04.1963. (Kh. No.60 adm 0.98 HR, Kh. No.72/1 adm 3.02 HR)
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13. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 27.08.2026.
14. **Copy of** Latest Akhivpatrika Shri. Jayant Shyam Lohabare
15. **Draft Copy of** Sale Deed

- 16. **Original** Allotment Letter **to be** issued M/s. Radhey Krishna Builders and Developers, through its partner in favour of **Mrs. Sarita Ravindra Ghodeshwar. (Must to Have)**
- 17. **Original** Demand Letter **to be** issued M/s. Radhey Krishna Builders and Developers, through its partner in favour of **Mrs. Sarita Ravindra Ghodeshwar. (Must to Have)**
- 18. **Original** NOC for Mortgage **to be** issued M/s. Radhey Krishna Builders and Developers, through its partner in favour of **Mrs. Sarita Ravindra Ghodeshwar** in favour of ICICI Home Finance Ltd. **(Must to Have).**
- 19. **Original** Own Contribution Letter **to be** issued M/s. Radhey Krishna Builders and Developers, through its partner in favour of **Mrs. Sarita Ravindra Ghodeshwar. (Must to Have)**
- 20. **Original** Registered Agreement to Sell **to be** executed by executed by **Shri. Jayant Shyam Lohabare** as a owner and M/s. Radhey Krishna Builders and Developers, through its partner Shri. Vinayak Krishnaji Dambale and Shri. Sudesh Bhimrao Malode as a confirming Party in favour of **Mrs. Sarita Ravindra Ghodeshwar. (Must to Have).**

Following documents are required post disbursal: (if any): -

- 1. **Original** Registered Sale Deed **to be** executed by executed by **Shri. Jayant Shyam Lohabare** as a owner and M/s. Radhey Krishna Builders and Developers, through its partner Shri. Vinayak Krishnaji Dambale and Shri. Sudesh Bhimrao Malode as a confirming Party in favour of **Mrs. Sarita Ravindra Ghodeshwar. (Must to Have).**
- 2. **Original** Possession Letter **to be** issued M/s. Radhey Krishna Builders and Developers, through its partner in favour of **Mrs. Sarita Ravindra Ghodeshwar. (Must to Have)**

REMARKS (if any): -

NAGPUR
DATE : 27.08.2026

SAHIL M
BHANGDE

Yours Faithfully,
Digitally signed by SAHIL
M BHANGDE
Date: 2026.08.29 14:14:14
+05'30'
Sahil M. Bhangde
Advocate