

PRAVIN D SANGVIKAR
ADVOCATE

"SAMADHAN", N-7, R-28, H-
 15/28, MHADA, H.I.G., CIDCO
 AURANGABAD.

MOBILE NO. 9890337164

LEGAL SCRUTINY REPORT

LAN No:

Date: 23.09.2026

To
The Credit Manager
ICICI HFC Ltd.
Aurangabad.

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of Shri Sachin Gopinath Rathod and Smt Vandana Sachin Rathod

Application No. 77000359050

PART I: PROPERTY DETAILS:

- 1. Name of the Applicant/Borrower/s : Shri Sachin Gopinath Rathod**
- 2. Name of the Co-applicant/s: (if any): Smt Vandana Sachin Rathod**
- 3. Type of Loan : HL**
- 4. Purpose of Loan: plot purchase**
- 5. Name of the Property Owner/s: Shri Rajendra Narayan Giri**
- 6. Description of the Property (with Boundaries):**

All that piece and parcel of **House No. 2**, admeasuring 123.2 Square Meters, on Plot No. R.M. 101/Part, situated on the project named 'Waluj MIDC Area', situated on Land Mauje Wadgaon Ko, Taluka and District Chhatrapati Sambhajinagar bounded as under:

East: Plot No. R.M. 100

West: Plot No. R.M. 102

South: Plot No. R.M. 101/1

North: Plot No. R.M. 101/3

- 7. Nature / Status of the Property: Residential**
- 8. Type of Property: Lease Hold**

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 Lease Deed No. 2343/1995 dated 04/12/1995, registered on 05/12/1995 before the Sub-Registrar Aurangabad Class-4, executed by Maharashtra Industrial Development Corporation (MIDC) in favour of Sarvashri Khule Parashram Atmaram, Joshi Sunil Bhalchandra, Rajendra Narayan Giri, Kulkarni Yogesh Govindrao, and Ramdhare Avinash Rangnath.**

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2. Copy of Building Plan for Plot No RM-101 approved by MIDC in the year 1995.
2. Draft copy of Issarpavati executed by Shri Rajendra Narayan Giri in favour of Shri Sachin Gopinath Rathod dated 18/08/2026.

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

1. That, the historical derivation of the title in respect of the captioned property i.e Plot No. RM-101 in the Residential Zone of Waluj Industrial Area, admeasuring 616.00 Square Meters is intrinsically traced back to the paramount owner, the Maharashtra Industrial Development Corporation (MIDC), which conceptualised and formulated the Waluj Industrial Area situated within the territorial limits of Village Wadgaon, Taluka and District Chhatrapati Sambhajanagar.
2. That, by a Registered Lease Deed bearing No. 2343/1995 dated 04/12/1995, registered on 05/12/1995 before the Sub-Registrar Aurangabad Class 4, executed between Maharashtra Industrial Development Corporation (MIDC) through its Regional Officer as the Lessor, and five individuals, namely Sarvashri Khule Parashram Atmaram, Joshi Sunil Bhalchandra, Rajendra Narayan Giri, Kulkarni Yogesh Govindrao, and Ramdhare Avinash Rangnath, collectively as the Lessees, the paramount owner demised ALL that piece and parcel of land known as Plot No. RM-101 in the Residential Zone of Waluj Industrial Area, admeasuring 616.00 Square Meters. The said lease was effectuated for a substantial term of Ninety-Five (95) years, computed retrospectively from 01/08/1994, upon the payment of a consolidated premium amounting to INR 55,500 (Rupees Fifty-Five Thousand Five Hundred Only) alongside an annual ground rent of INR 1 (Rupees One Only) and other stipulations as covenanted therein. **(Ref: Registered Lease Deed, 04/12/1995, Registration No. 2343/1995, Sub-Registrar Aurangabad Class 4).**
3. It is evidently discerned from the subsequent documentary record that the said larger Plot No. RM-101 was conceptually or physically apportioned among the five co-lessees, wherein Shri Rajendra Narayan Giri assumed exclusive absolute possessory and developmental rights over a specifically demarcated fraction designated as Plot No. R.M. 101 Part / House No. 2, admeasuring precisely 123.2 Square Meters (which constitutes a 1/5th arithmetic proportion of the overarching 616.00 Square Meters land parcel).
4. That, subsequently, exercising his purported absolute possessory rights and expressing his unequivocal volition to alienate his right, title, and interest in the aforementioned demarcated portion, Shri Rajendra Narayan Giri executed an

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Unregistered Isar / Kararnama (Earnest Money Agreement) dated 18/08/2026 in favour of the prospective purchaser, Shri Sachin Gopinath Rathod. Pursuant to this instrument, a total sale consideration of INR 55,00,000 (Rupees Fifty-Five Lakhs Only) was mutually agreed upon. Out of the said consideration, an earnest sum of INR 1,00,000 (Rupees One Lakh Only) was tendered by the purchaser (comprising INR 50,000 via PhonePe and INR 50,000 via RTGS through Lokvikas Bank, Waluj Branch on 14/08/2026) and was duly acknowledged by the seller. The execution and registration of the ultimate Sale Deed are strictly contingent upon the remittance of the residual balance amounting to INR 54,00,000 (Rupees Fifty-Four Lakhs Only) within an expressly stipulated window of three months, fundamentally envisioned to be funded via a bank loan facility. **(Ref: Isar / Kararnama, 18/08/2026).**

- 5. Executive Summary :** The subject property is a leasehold demarcated plot/house (123.2 Sq.Meters) forming a 1/5th share of a larger Plot No. RM-101 (616 Sq.Meters) located in Waluj MIDC Area. The paramount title vests with MIDC, which granted a 95-year lease in 1995 to five co-lessees, including the present seller, Shri Rajendra Narayan Giri. The seller has executed an unregistered Agreement to Sale (dated 18/08/2026) for INR 55,00,000 in favour of the applicant, Shri Sachin Gopinath Rathod. The title is conditional and requires a formal Registered Partition Deed among the original five lessees and an explicit MIDC NOC for transfer prior to final disbursement.

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

PART V: OTHER PROVISIONS:

- 5.1 Whether provisions of urban land ceiling act are applicable? **NA**
- 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? **Not Produce before me**
- 5.6 Whether all original documents for last 13/30 years have been scrutinized; if not give reasons? **Yes 13 Years**
- 5.7 Whether required documents are available for creating mortgage? **Yes**

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- 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** (remaining period)
- 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, it is applicable**
- 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 **NA**
- 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: **2014 to 2026**
- Name of the Advocate / Searcher: **Adv. Pravin D. Sangvikar**
- Search Report Date: **23.09.2026**
- Note:
- 5.21 Whether EC is obtained? **No**
- EC Details: **No**
- No. of Years EC Obtained:
- Any Encumbrance to Specify: **No**
- EC Applied by:

PART VI: CERTIFICATE:

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

I/We further certify that Mr./Ms **Shri Rajendra Narayan Giri** as has/would derive a valid, clear, marketable and unencumbered title in the property/ies stated above.

The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower / Co borrower Mr./Ms. **Shri Sachin Gopinath Rathod and Smt Vandana Sachin Rathod** as the following original documents to be collected by ICICI HFC for creation of registered/equitable mortgage of the said property: -

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

1. Copy of Registered Lease Deed No. 2343/1995 dated 04/12/1995, registered on 05/12/1995 before the Sub-Registrar Aurangabad Class-4, executed by Maharashtra Industrial Development Corporation (MIDC) in favour of Sarvashri Khule Parashram Atmaram, Joshi Sunil Bhalchandra, Rajendra Narayan Giri, Kulkarni Yogesh Govindrao, and Ramdhare Avinash Rangnath.
2. Draft copy of Issarpavati executed by Shri Rajendra Narayan Giri in favour of Shri Sachin Gopinath Rathod dated 18/08/2026..

Following document are required for post disbursal

1. Original Register Deed of Assignment to be executed by Shri Rajendra Narayan Giri in favour of Shri Sachin Gopinath Rathod.
2. Original Transfer Order issued by MIDC in favor of Shri Sachin Gopinath Rathod
3. Original Tri Partite Agreement to be executed between MIDC, Shri Sachin Gopinath Rathod and ICICI HFC Aurangabad.
4. Original consent for mortgage issued by MIDC in favor of ICICI HFC Aurangabad

PRAVIN
DILIPRAO
SANGVIKAR
 Digitally signed by PRAVIN
 DILIPRAO SANGVIKAR
 Issued by SignX
 sub-CA for Class 3 Individual 2022

Adv. Pravin D. Sangvikar

Note: - (It is presumed that documents and information submitted is genuine and present report is prepared as per the best of our know ledge, ability and on the basis of documents submitted and instructions given to us and record on the IGR website, if any loss suffered due to unavailable

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entries and corrupted files in the computer system/website of igrmaharashtra.gov.in, We should not be held responsible.

We do not claim any authenticity of the information which is out of our reach or kept deliberately out of our reach or the authenticity of the record, except Person/Bank/Financial Institution etc demanding no Person/Bank/Financial Institution etc including Person/Bank/Financial Institution etc claiming through it can claim the opinion.

It is exclusively prepared for the Person/Bank/Financial Institution etc demanding herein. In the process of legal verification of documents, we have relied upon the veracity of contents of documents and have assumed the identity and signatures of the parties, Govt. officers/officials to deeds, documents etc as authentic. All the documents are returned herewith without keeping copies of it,

if any further clarification is required, Please Check and Confirm the Sanction Plan of Building Floor and Completion if there is any Duplication found in both Sanction Plan of Building Floor and Completion, I am not liable for the same.

PRAVIN
DILIPRAO
SANGVIKAR

Digitally signed by PRAVIN
DILIPRAO SANGVIKAR
Issued by SignX
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Adv. Pravin D. Sangvikar