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LL.M

ADVOCATE

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LEGAL SCRUTINY REPORT

Ref. No. : SMB/ICICI-HFC/JUNE/2026/134

Date:-02.07.2026

APP No.-77000293796

APS ID -10275980

To,

ICICI Home Finance Ltd.,

Nagpur

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of **Shri. Tanveer Khan.**

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s : **Shri. Tanveer Khan**
2. Name of the Co-applicant/s: (if any): **Tabrez Khan Rauf Khan**
3. Type of Loan : **P+C**
4. Purpose of Loan : **Seller BT**
5. Name of the Property Owner/s : **Smt. Raisa Begam Sheikh Anis**
6. Description of the Property (with Boundaries):

All that piece and parcel of land bearing **Plot No. 247** having total admeasuring about **139.54 Sq. Mtrs, (1500 Sq. Ft.)** being a portion of entire land bearing **Kh. No. 64 of Mouza-Dighori**, bearing **P. H. No.34**, having its **City Survey No.287** of **Sheet No.381/41**, Ward No.20 situated within the limits of Nagpur Municipal Corporation, Nagpur in Ward No.20 and Nagpur Improvement Trust, Nagpur and same is bounded as under:

East : Plot No. 248
West : Plot No. 246
North : Plot No. 241
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 Nirala Co-operative Housing Society, Ltd, Nagpur acting through its Vice-President Shri. Gendasingh Rambali Singh Thakur, in favour of Shri. Bhujang Balkrishna Poddar, which was duly registered in the office of Sub-Registrar Nagpur No. 2, at Sr. No.1063 (P), dated 28.02.1983
2. **Copy of** Registered Sale Deed executed by Shri. Bhujang Balkrishna Poddar in favour of Shri. Abdul Rauf Abdul Shakur, same was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No.2964/2002, dated 31.08.2002.
3. **Copy of** Registered Power of Attorney executed by Shri. Abdul Rauf Abdul Shakur in favour of Shri. Nilkanth Harichandji Bagwe, same was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No.1693/2008, dated 07.03.2008.
4. **Copy of** Registered Cancellation Deed executed by Shri. Abdul Rauf Abdul Shakur in favour of Shri. Nilkanth Harichandji Bagwe, same was duly registered in the office of Sub-Registrar Nagpur No.6, at Sr. No.3265/2009 dated 17.07.2009.
5. **Copy of** Registered Sale Deed executed by Shri. Abdul Rauf Abdul Shakur in favour of Smt. Raeisa Begam Sheikh Anis, same was duly registered in the office of Sub-Registrar Nagpur No. 6, at Sr. No.3421/2009, dated 24.07.2009.
6. **Copy of** Regularization Letter issued by Nagpur Improvement Trust, Nagpur, bearing its Permit No.2804/Case No.200306195/Layout No.1900/S/DIG/706, dated 18.04.2011.
7. **Copy of** Registered Correction Deed executed by Shri. Bhujang Balkrishna Poddar in favour of Shri. Abdul Rauf Abdul Shakur, same was duly registered in the office of Sub-Registrar Nagpur No. 8, at Sr. No.3667/2013, dated 10.12.2013.
8. **Copy of** Registered Correction Deed executed by Shri. Abdul Rauf Abdul Shakur in favour of Smt. Raeisa Begam Sheikh Anis, same was duly registered in the office of Sub-Registrar Nagpur No. 8, at Sr. No. 3668/2013, dated 10.12.2013
9. **Copy of** List of document issued by Shishak Sahakari Bank Ltd, Nagpur, dated 15.06.2026.
10. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 02.07.2026.

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

1. That originally all that piece and parcel of land bearing **Kh. No. 64 of Mouza-Dighori**, bearing **P. H. No. 34** belongs to Nirala Co-operative Housing Society, Ltd, Nagpur, a registered cooperative housing society, bearing it Registration No. NGP/HSG/298/68.
2. That the aforesaid society had laid an unauthorized layout upon the said entire land and sold out its various plots to its various members.
3. That the aforesaid society acting through its Vice-President Shri. Gendasingh Rambali Singh Thakur, had sold out the schedule Plot No. 246 & 247 having total area about 3000 Sq. Ft to Shri. Bhujang Balkrishna Poddar, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 2, at Sr. No.1063 (P), dated 28.02.1983.
4. That Shri. Bhujang Balkrishna Poddar, thereafter sold out the schedule Plot No. 246 & 247 to Shri. Abdul Rauf Abdul Shakur, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No.2964/2002, dated 31.08.2002.
5. That Shri. Abdul Rauf Abdul Shakur, thereafter sold out the schedule Plot No. 246 & 247 to Smt. Raisa Begam Sheikh Anis, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 6, at Sr. No.3421/2009, dated 24.07.2009.
6. That the schedule Plot was falls within the purview of Maharashtra Gunthewari Developments (Regulation, Up-gradation and Control) Act, 2001 and accordingly upon payment of necessary development charges by the owners, the Nagpur Improvement Trust, Nagpur had regularized the schedule Plot No. 246 & 247 jointly by issuing the regularization letter bearing its permit No. 2804/Case No.200306195/Layout No.1900/S/DIG/706, dated 18.04.2011.
7. That Shri. Bhujang Balkrishna Poddar, thereafter executed a registered correction deed to the sale deed dated 31.01.2002 in favour of Shri. Abdul Rauf Abdul Shakur, the said Correction Deed which was duly registered in the office of Sub-Registrar Nagpur No. 8, at Sr. No.3667/2013, dated 10.12.2013, thereby carried out the necessary correction in respect of the city survey number and ward number.
8. That in the same like manner, Shri. Abdul Rauf Abdul Shakur, had also executed a Registered Correction Deed to the Sale deed dated 24.07.2009 in favour of Smt. Raisa Begam Sheikh Anis, the said Correction Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 8, at Sr. No. 3668/2013, dated 10.12.2013, thereby carried out the necessary correction in respect of the City Survey Number and Ward Number.
9. 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 Smt. Raisa Begam Sheikh Anis, has been duly recorded as the sole and absolute owner of the schedule Plot No. 247.
10. That Smt. Raisa Begam Sheikh Anis, now agreed to sell the said plots to Shri. Tanveer Khan, for valued consideration.
11. **That the aforesaid owner had availed the financial assistance from Shishak Sahakari Bank Ltd, Nagpur by executing a registered Deed of Mortgage, which was duly registered in the office of Sub-Registrar Nagpur-2, at Sr. No. 6745/2025, dated 05.07.2025 and all the original deeds and documents pertaining to schedule of property are kept in the custody of said financial institution and the aforesaid financial institution had issued List of documents dated 15.06.2026 to that effect.**

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 **1) Smt. Raisa Begam Sheikh Anis** is the owner of the scheduled of property and he has valid, clear and, marketable title over the scheduled property subject to charge of **Shishak Sahakari Bank Ltd, Nagpur.**
- b) That during the course of my inspection, I came across to entry as to encumbrance and charges over the said property, the schedule of property is mortgage with **Shishak Sahakari Bank Ltd, Nagpur** and the prospective purchasers i.e. **Shri. Tanveer Khan** will also acquire equally good, valid and marketable title thereto only after upon execution of proper and duly registered Sale Deed in their favour and only after redemption of the said charge of **Shishak Sahakari Bank Ltd, Nagpur.**
- 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? | The property is regularized under Gunthewari Development Act. |
| 5.5 | Whether up to date tax/land revenue has been paid in respect of the property? | Not provided |
| 5.6 | Whether all original documents for last 13 years have been scrutinized; if not give reasons? | No, property is mortgage with Shishak Sahakari Bank Ltd, Nagpur. |
| 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

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:

13 years
- Name of the Advocate / Searcher:

Adv. Sahil M. Bhangde
- Search Report Date:

02.07.2026
- 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 **Shri. Tanveer Khan** would derive a valid, clear, marketable and unencumbered title in the property stated above, only after execution of registered Sale Deed in his favour and after redemption of the said charge of Shishak Sahakari Bank Ltd, Nagpur.

The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower / Co borrower **Shri. Tanveer Khan**.

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 disbursement of loan/at the time of disbursement of the loan: -

1. **Certified Copy of** Registered Sale Deed executed by Nirala Co-operative Housing Society, Ltd, Nagpur acting through its Vice-President Shri. Gendasingh Rambali Singh Thakur, in favour of Shri. Bhujang Balkrishna Poddar, which was duly registered in the office of Sub-Registrar Nagpur No. 2, at Sr. No.1063 (P), dated 28.02.1983
2. **Copy of** Registered Sale Deed executed by Shri. Bhujang Balkrishna Poddar in favour of Shri. Abdul Rauf Abdul Shakur, same was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No.2964/2002, dated 31.08.2002.
3. **Copy of** Registered Power of Attorney executed by Shri. Abdul Rauf Abdul Shakur in favour of Shri. Nilkanth Harichandji Bagwe, same was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No.1693/2008, dated 07.03.2008.
4. **Copy of** Registered Cancellation Deed executed by Shri. Abdul Rauf Abdul Shakur in favour of Shri. Nilkanth Harichandji Bagwe, same was duly registered in the office of Sub-Registrar Nagpur No.6, at Sr. No.3265/2009 dated 17.07.2009.
5. **Copy of** Registered Sale Deed executed by Shri. Abdul Rauf Abdul Shakur in favour of Smt. Raeisa Begam Sheikh Anis, same was duly registered in the office of Sub-Registrar Nagpur No. 6, at Sr. No.3421/2009, dated 24.07.2009.
6. **Copy of** Regularization Letter issued by Nagpur Improvement Trust, Nagpur, bearing its Permit No.2804/Case No.200306195/Layout No.1900/S/DIG/706, dated 18.04.2011.
7. **Copy of** Registered Correction Deed executed by Shri. Bhujang Balkrishna Poddar in favour of Shri. Abdul Rauf Abdul Shakur, same was duly registered in the office of Sub-Registrar Nagpur No. 8, at Sr. No.3667/2013, dated 10.12.2013.

8. **Copy of** Registered Correction Deed executed by Shri. Abdul Rauf Abdul Shakur in favour of Smt. Raeisa Begam Sheikh Anis, same was duly registered in the office of Sub-Registrar Nagpur No. 8, at Sr. No. 3668/2013, dated 10.12.2013
9. **Original** List of Document issued by Shishak Sahakari Bank Ltd, Nagpur, dated 15.06.2026.
10. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 02.07.2026.
11. **Original** Missing Report in respect of loss of original title documents duly acknowledged by concern police station.
12. **Original** Public Notice to be issued by Concern Advocate in respect of loss of original title documents.
13. **Original** No Claim Certificate in respect of public notice issued for loss of original title documents.
14. **Copy of** Latest Tax Receipt.
15. **Copy of** Latest Akhivpatrika.
16. **Original** NOC for Sale to be issued by Shishak Sahakari Bank Ltd, Nagpur
17. **Original** Registered Sale Deed **to be** executed by Smt. Raeisa Begam Sheikh Anis in favour of **Shri. Tanveer Khan.**

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

1. **Original** Registered Sale Deed executed by Shri. Bhujang Balkrishna Poddar in favour of Shri. Abdul Rauf Abdul Shakur, same was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No.2964/2002, dated 31.08.2002.
2. **Original** Registered Cancellation Deed executed by Shri. Abdul Rauf Abdul Shakur in favour of Shri. Nilkanth Harichandji Bagwe, same was duly registered in the office of Sub-Registrar Nagpur No.6, at Sr. No.3265/2009 dated 17.07.2009.
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5. **Original** Registered Correction Deed executed by Shri. Abdul Rauf Abdul Shakur in favour of Smt. Raeisa Begam Sheikh Anis, same was duly registered in the office of Sub-Registrar Nagpur No. 8, at Sr. No. 3668/2013, dated 10.12.2013.
6. **Original** No Dues Certificate **to be** issued by the Shishak Sahakari Bank Ltd, Nagpur.
7. **Original** registered Reconveyance Deed to be executed by Shishak Sahakari Bank Ltd, Nagpur.

REMARKS (if any): -

NAGPUR
DATE : 02.07.2026

Yours Faithfully,
Sahil M.
Bhangde
Sahil M. Bhangde
Advocate

Digitally signed by Sahil M. Bhangde
Date: 2026.07.30 16:28:30 +05'30'