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LL.M

ADVOCATE

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LEGAL SCRUTINY REPORT

Ref. No. : SMB/ICICI-HFC/MAY/2026/35

Date : 16.05.2026

APP No.- 7800244564

APS ID - 10251275

To,

ICICI Home Finance Ltd.,

Nagpur

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of **Shri. Ajinkya Rajkumar Bhute**

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s : **Shri. Ajinkya Rajkumar Bhute**
2. Name of the Co-applicant/s: (if any): **Mrs. Suwarna Rajkumar Bhute**
3. Type of Loan : **Prime Home Loan -Resale**
4. Purpose of Loan : **Resale Purchase**
5. Name of the Property Owner/s : **Mrs. Madhu Anoopkumar Roy**
6. Description of the Property (with Boundaries):

All that RCC Superstructure comprising of residential **Apartment No. C-304** covering built up area **78.59 Sq. Mtrs**, situated on the **Third Floor** of the building to be Known and Styled as "**UTKARSH NIRMAN**" together with **0.55%** undivided share and interest in all that piece and parcel of land bearing admeasuring about 45640 Sq. Ft, being a portion of entire land bearing **Kh. No. 83/2** of **Mouza-Wadpakad**, having its **City Survey No. 471, Chalta no.19 of Sheet No. 196/15**, situated within the limits of Nagpur Municipal Corporation **Ward No. 63**, bearing **Corporation House No.151/614** and Nagpur Improvement Trust, Nagpur and same is bounded as under:

- | | | |
|--------------|---|---------------------------|
| On the East | : | PWD Bungalow and Compound |
| On the West | : | Road (To Gaddigudam) |
| On the North | : | Road |
| On the South | : | Property of Dr. Rangilal |

7. Nature/ Status of the Property : **Leasehold**
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** Sanctioned Building Plan and Permit duly sanctioned and approved by the City of Nagpur, bearing its Permit No. 312/PMW, dated 09.01.1989.
2. **Original** Registered Agreement to sell executed by M/s Anu Co-operative Housing Society Ltd. Nagpur acting through Power of Attorney Holder Shri. Sunil Vishwasrao Joshi as a vendor and M/s Utkarsh Real Estate Pvt. Ltd. acting through Director Shri. Sunil Vishwarrao Joshi as a consenter in faovur of Smt. Madhu Roy W/o Anoopkumar Roy same was duly registered in the office of Sub-registrar Nagpur No.01 at Sr. No.12530(P), dated 21/10/1989
3. **Copy of** Registered Deed of Declaration executed by M/s. Annu Cooperative Housing Society Ltd, Nagpur, through its Chairman Shri. Pratap Dayaram Devani and Secretary Shri. K. H. Chainani, through their Power of Attorney Shri. Sunil Vishwasrao Joshi, same was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No. 12177, dated 21.09.1991.
4. **Original** Registered Sale Deed executed by M/s. Annu Cooperative Housing Society Ltd, Nagpur, through its Chairman Shri. Pratap Dayaram Devani and Secretary Shri. K. H. Chainani through their Power of Attorney Shri. Sunil Vishwasrao Joshi in favour of Mrs. Madhu Anoopkumar Roy, which was duly registered in the office of Sub-Registrar Nagpur No. 11, at Sr. No. 4510 (P), dated 11.05.1992.
5. **Copy of** Akhivpatrika in the name of Mrs. Madhu Anoopkumar Roy, dated 11.08.2008.
6. **Copy of** registered Renewal Lease Deed executed by the Governor of Maharashtra through District Collector (Nazul) Nagpur in favour of the Utkarsh Nirman Plot Owners Co-operative Society, same was duly registered in the office of Sub-Registrar Nagpur-1, at SR. No. 6839/2019, dated 08.11.2019.
7. **Copy of** Tax Receipt Tax paid for the year 2025-2026, vide receipt dated 19.02.2026.
8. **Original** Title Search Report issued by Adv Sahil M Bhangde, dated 16.05.2026.

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

- 1) That originally, all that piece and parcel of land bearing **Kh. No. 83/2 admeasuring about 45600 Sq. Ft of Mouza-Wadpakad**, having its City Survey No.471 of Sheet No.196, situated within the limits of Nagpur Municipal Corporation belongs to bearing P. H. No. 44 belongs to M/s. Annu Cooperative Housing Society Ltd, Nagpur under the Leasehold rights of Nazul Department, having been acquired by it by virtue of registered Lease Deed, dated 24/07/1990.
- 2) That the aforesaid society had decided to develop the said land by constructing a multistoried building thereupon and accordingly executed an Agreement of Development with M/s. Utkarsh Real-Estate Pvt. Ltd, on 24.09.1987.
- 3) That the aforesaid owner through M/s. Utkarsh Real-Estate Pvt. Ltd, had prepared a proposed building plan which has been duly sanctioned and approved by the City of Nagpur Municipal Corporation bearing its permit No. 312/PMW, dated 09.01.1989.
- 4) That M/s Anu Co-operative Housing Society Ltd. Nagpur acting through Power of Attorney Holder Shri. Sunil Vishwasrao Joshi as a vendor and M/s Utkarsh Real Estate Pvt. Ltd. acting through Director Shri. Sunil Vishwarao Joshi as a consentor had agreed to sell the schedule Apartment to Smt. Madhu Roy W/o Anoopkumar Roy by executing a registered Agreement to Sell, same was duly registered in the office of Sub-registrar Nagpur No.01 at Sr. No.12530(P), dated 21/10/1989
- 5) That M/s. Annu Cooperative Housing Society Ltd, Nagpur, through its Chairman Shri. Pratap Dayaram Devani and Secretary Shri. K. H. Chainani, through their Power of Attorney Shri. Sunil Vishvasrao Joshi, thereafter submitted the proposed apartment scheme to be constructed on the said piece of land and to be Known and Styled as "UTKARSH NIRMAN" to the provisions of Maharashtra Apartment Ownership Act, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No. 12177, dated 21.09.1991.
- 6) That M/s. Annu Cooperative Housing Society Ltd, Nagpur, through its Chairman Shri. Pratap Dayaram Devani and Secretary Shri. K. H. Chainani through their Power of Attorney Shri. Sunil Vishvasrao Joshi, had sold out the schedule Apartment No. C-304 to Mrs. Madhu Anoopkumar Roy, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 11, at Sr. No. 4510 (P), dated 11.05.1992.
- 7) That upon expiry of original term of lease, the Governor of Maharashtra through District Collector (Nazul) Nagpur had executed the registered Renewal of lease Deed in respect of schedule land in favour of the Utkarsh Nirman Plot Owners Co-operative Society, same was duly registered in the office of Sub-Registrar Nagpur-1, at SR. No. 6839/2019, dated 08.11.2019, thereby extended the period of lease for further period of 30 years commencing from 01.04.2008 ending on 31.03.2038
- 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 Mrs. Madhu Anoopkumar Roy, has been duly recorded as the joint owners of the schedule apartment.
- 9) That Mrs. Madhu Anoopkumar Roy now agreed to sell the schedule Apartment to Shri. Ajinkya Rajkumar Bhute 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 **Mrs. Madhu Anoopkumar Roy** is the owner of the scheduled of property and it 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. **Shri. Ajinkya Rajkumar Bhute** will also acquire equally good, valid and marketable title thereto only after upon execution of proper and duly registered Sale Deed in his favor.
- 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? | Property is in residential Zone of NMC |
| 5.5 | Whether up to date tax/land revenue has been paid in respect of the property? | Till 2026 |
| 5.6 | Whether all original documents for last 13 years have been scrutinized; if not give reasons? | Yes |
| 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?	Till 31.03.2038
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?	YES
5.16	Whether the said POA holder has/had authority to sell the property under POA?	YES
5.17	Whether POA as recorded in 5.15 is registered?	YES
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:	16/05/2026
	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. Ajinkya Rajkumar Bhute** would derive a valid, clear, marketable and unencumbered title in the property stated above, only after execution of registered Sale Deed in their favor.

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

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** Sanctioned Building Plan and Permit duly sanctioned and approved by the City of Nagpur, bearing its Permit No. 312/PMW, dated 09.01.1989.
2. **Original** Registered Agreement to sell executed by M/s Anu Co-operative Housing Society Ltd. Nagpur acting through Power of Attorney Holder Shri. Sunil Vishwasrao Joshi as a vendor and M/s Utkarsh Real Estate Pvt. Ltd. acting through Director Shri. Sunil Vishwarrao Joshi as a consenter in faovur of Smt. Madhu Roy W/o Anoopkumar Roy same was duly registered in the office of Sub-registrar Nagpur No.01 at Sr. No.12530(P), dated 21/10/1989
3. **Copy of** Registered Deed of Declaration executed by M/s. Annu Cooperative Housing Society Ltd, Nagpur, through its Chairman Shri. Pratap Dayaram Devani and Secretary Shri. K. H. Chainani, through their Power of Attorney Shri. Sunil Vishvasrao Joshi, same was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No. 12177, dated 21.09.1991.
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6. **Copy of** Tax Receipt Tax paid for the year 2025-2026, vide receipt dated 19.02.2026.
7. **Original** Title Search Report issued by Adv Sahil M Bhangde, dated 16.05.2026
8. **Copy of** Latest Akhivpatrika in the name of Mrs. Madhu Anoopkumar Roy.

9. **Original** NOC for Sale and Mortgage to be issued by District Collector (Nazul) in respect of propose Sale transaction.
10. **Original** Registered Sale Deed **to be** executed by executed by Mrs. Madhu Anoopkumar Roy in favour of **Shri. Ajinkya Rajkumar Bhute**.

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

NAGPUR
DATE : 16/05/2026

SAHIL
MURLIMANO HAR
BHANGDE

Yours Faithfully,
Digitally signed by SAHIL
MURLIMANO HAR BHANGDE
Date: 2026.05.30 12:02:00
+05'30'
Sahil M. Bhangde
Advocate