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At Court: - Court Chamber No. 625 on 6th Floor, New Building, District Court, Civil Lines, Nagpur.

LEGAL SCRUTINY REPORT

DATED: 29/09/2026

To

ICICI Home Finance Co. Ltd
Branch Nagpur

Dear Sir/Madam,
Legal Scrutiny Report in respect of the file of PRITI VISHVAJIT DHONE

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s: PRITI VISHVAJIT DHONE
2. Name of the Co-applicant/s: (if any) : VISHVAJIT SUSHILKUMAR DHONE
3. Type of Loan – PRIME HOME LOAN
4. Purpose of Loan: BT+TOP UP
5. Los id - 10336073
6. App id – 77000356768
7. Name of the Property Owner/s: PRITI VISHVAJIT DHONE (BEFORE MARRIAGE PRITI HEMRAJ MANKAR)
8. Description of the Property (with Boundaries):

Schedule I -All that piece and parcel of land bearing **Plot no. R-4** admeasuring area 1500 Sq Mtrs (about 16146 Sq fts) being portion of entire land bearing Khasra No. 38/2 & 38/3 , of Mouza -Besa , P H No. 38 situated within the limits and jurisdiction of Nagar Panchayat Besa-Pipla ,Tahsil Nagpur (Rural) & District Nagpur and bounded as under:

On the East: By Plot No. 28, 29, 30 & 31, 32, 33
On the West: By 24.00 Mtrs wide Road
On the North: By 9.00 Mtrs wide road
On the South: By Plot No. R-5

Schedule II -All that R.C.C superstructures bearing **Apartment No. 302** covering built up area 66.738 Sq Mt and Super built up area 89.525 Sq Mtrs , on the **Third Floor** of the building named and styled as “SWAPNASHILP HEIGHTS -I ” together with a proportionate undivided **2.943 %** share and interest in All that

piece and parcel of land bearing **Plot no. R-4** admeasuring area 1500 Sq Mtrs (about 16146 Sq fts) being portion of entire land bearing Khasra No. 38/2 & 38/3 , of Mouza -Besa , P H No. 38 situated within the limits and jurisdiction of Nagar Panchayat Besa-Pipla ,Tahsil Nagpur (Rural) & District Nagpur and bounded as under:-

On the East: By Plot No. 28, 29, 30 & 31, 32, 33

On the West: By Passage & open to Sky

On the North: By Apartment No. 301

On the South: By Apartment No. 303

9. Nature / Status of the Property: Freehold / Leasehold

10. Type of Property: - Residential /Commercial

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

- 1. Photocopy** - Registered Deed of Declaration executed by M/s Swapnashilp Developers through its partner Rajendra Madhukar Saoji duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 924 dated 29/01/2010
- 2. Photocopy** - Registered Agreements to sale executed by M/s Swapnashilp Developers through its partner Rajendra Madhukar Saoji in favour of Abhishek Ghanshyam Vaidya duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 8173 dated 15/12/2010 .
- 3. Photocopy** - Registered Sale Deed executed by M/s Swapnashilp Developers through its partner Rajendra Madhukar Saoji in favour of Abhishek Ghanshyam Vaidya duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 4036 dated 30/05/2011
- 4. Photocopy** - Registered Sale Deed executed by Abhishek Ghanshyam Vaidya in favour of Priti Vishvajit Dhone (Before Marriage Priti Hemraj Mankar) duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 3811 dated 21/04/2023 .
- 5. Photocopy- List of Documents** issued by Aadhar Housing Finance Limited

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

- 1. Whereas** all that piece and parcel of Land bearing Khasra No. 38/2 & 38/3 admeasuring land area of 2.92 HR , Occupancy Class I , of Mouza -Besa , P H No. 38 situated within the limits and jurisdiction of Nagar Panchayat Besa-Pipla ,Tahsil Nagpur (Rural) & District Nagpur was originally belonged to Baban Sayamraoji Menghre & others having received the same as per Decree of Partition of the court executed by the Tahsildar Nagpur (Gramin) .
- 2. Whereas** aforesaid owners lateron decided to develop aforesaid land hence entrusted the entire development work to M/s Rajeshwar Builders by an Agreement of Development and sale dt 28/10/2003,
- 3. Whereas,** as the aforesaid land was within the limits of Nagpur Urban Agglomeration and was shown under "Residential Zone" in the revised Development Plan of Nagpur Region sanctioned in the year 2001, the provisions of Urban Land (Ceiling & Regulation) Act 1976 are applicable to it the aforesaid Owners through DEVELOPER filed a statement/return U/s 6(1) of the said Act before the Additional Collector. and Competent Authority U.L.C. Nagpur which was registered as ULC Case No. 130/04 and on completion of enquiry in

respect of the aforesaid case, the said Competent Authority vide its Order Dt. 09/02/04 declared 7500 sq. mtrs. of land out of the aforesaid entire land as retainable land 1700 sq. mtrs. as a non-vacant land within the meaning of the said Act, and remaining 20,000 sq. mtrs. as surplus vacant land .

4. **Whereas** the aforesaid Owners through DEVELOPER applied for exemption of the aforesaid surplus vacant land for the sale of plots and construction of the building/houses as per the guidelines issued under Government Resolution No. CSC-ULC-1091/5(3977)/D-XIII 15/01/1992 by the General Administration Department of the Government of Maharashtra Housing and Special Assistance Department, through Competent Authority ULC Nagpur in exercise of the powers conferred by Sub-Section (1) (a) of Section 20 of the said act by its Order No. ATP/ULC/TD/(377)376/2004 DT. 11/03/2004 exempted the aforesaid surplus vacant land from the provisions of chapter III of the said act subject to the conditions contained therein on the Talegaon Dabhade Pattern.
5. **Whereas**, aforesaid entire land got converted into non-agricultural land for residential purpose vide order of Addl. Collector Nagpur in N.A. case No. 447/NAP/-34/2003-2004 Dt. 22/07/2004.
6. **Whereas** the aforesaid developer M/s Rajeshwar Builders prepared a layout plan of the aforesaid land and the same is duly approved and sanctioned by the Asst. Town Planner, Town planning Department, Nagpur.
7. **Whereas**, Shri Baban S/O Shyamraoji Menghre & Others & M/S Rajeshwar Builders, sold **Plot no. R-4** admeasuring area 1500 Sq Mtrs (about 16146 Sq fts) being portion of entire land bearing Khasra No. 38/2 & 38/3 , of Mouza -Besa , P H No. 38 situated within the limits and jurisdiction Tahsil Nagpur (Rural) & District Nagpur to M/s Swapnashilp Developers through its partner Rajendra Madhukar Saoji by virtue of Registered Sale deed duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 6093 dated 07/11/2006.
8. **Whereas**, M/s Swapnashilp Developers developed the aforesaid plot of land **Plot no. R-4** admeasuring area 1500 Sq Mtrs (about 16146 Sq fts) into the RESIDENTIAL ESTATE by constructing Multistoried Building thereon consisting of various self-contained separate Apartments known as **SWAPNASHILP HEIGHTS -I** has got the sanctioned building Plan Dt. 29/11/2006 issued by the Sarpanch, Grampanchayat, Besa, Nagpur (Gramin)
9. **Whereas** the Property got submitted to the Provisions of the Maharashtra Apartment Ownership Act, 1970, by executing and Registering a DEED OF DECLARATION under section 2 in the form-A in the said Act and same is Registered in the office of the Joint Sub-Registrar Nagpur-7 at serial No. 924 on 29/01/2010.
10. **Whereas** Abhishek Ghanshyam Vaidya being desirous of owing a flat in said scheme had approached to M/s Swapnashilp Developers with an offer to purchase Apartment No. 302 covering built up area 66.738 Sq Mt and Super built up area 89.525 Sq Mtrs , on the Third Floor of the building named and styled as "SWAPNASHILP HEIGHTS -I "for a valuable consideration.
11. **Whereas** after detailed negotiations an agreement to sell was executed by M/s Swapnashilp Developers through its partner Rajendra Madhukar Saoji in favour of Abhishek Ghanshyam Vaidya for Apartment No. 302 covering built up area 66.738 Sq Mt and Super built up area 89.525 Sq Mtrs , on the Third Floor of the building named and styled as "SWAPNASHILP HEIGHTS -I "duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 8173 dated 15/12/2010 .
12. **Whereas** thereafter M/s Swapnashilp Developers through its partner Rajendra Madhukar Saoji executed sale deed in favour of Abhishek Ghanshyam Vaidya in respect to Apartment No. 302 covering built up area 66.738 Sq Mt and Super built up area 89.525 Sq Mtrs , on the Third Floor of the building named and styled as "SWAPNASHILP HEIGHTS -I "duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 4036 dated 30/05/2011
13. **Whereas** lateron Abhishek Ghanshyam Vaidya sold Apartment No. 302 covering built up area 66.738 Sq Mt and Super built up area 89.525 Sq Mtrs , on the Third Floor of the building named and styled as "SWAPNASHILP HEIGHTS -I "to Priti Vishvajit Dhone (Before Marriage Priti Hemraj Mankar) vide sale deed duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 3811 dated 21/04/2023.

14. That by virtue of above sale deed Priti Vishvajit Dhone (Before Marriage Priti Hemraj Mankar) become absolute owner of Apartment No. 302 covering built up area 66.738 Sq Mt and Super built up area 89.525 Sq Mtrs , on the Third Floor of the building named and styled as "SWAPNASHILP HEIGHTS -I " together with a proportionate undivided 2.943 % share and interest in All that piece and parcel of land bearing Plot no. R-4 admeasuring area 1500 Sq Mtrs (about 16146 Sq fts) being portion of entire land bearing Khasra No. 38/2 & 38/3 , of Mouza -Besa , P H No. 38 situated within the limits and jurisdiction of Nagar Panchayat Besa-Pipla ,Tahsil Nagpur (Rural) & District Nagpur
15. Thereafter Priti Vishvajit Dhone (Before Marriage Priti Hemraj Mankar) availed loan on aforesaid property from Aadhar Housing Finance Limited . At present the said property is mortgage in Aadhar Housing Finance Limited

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 **Priti Vishvajit Dhone (Before Marriage Priti Hemraj Mankar)** is the owner of the schedule of property and he/she/they is/are having valid, clear and marketable title over the schedule property except charge of **Aadhar Housing Finance Limited**
- b) 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? Not provided
- 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 13/30 years have been scrutinized; if not give reasons? No, only photocopies provided
- 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** Whether the property is lease land? If yes, then what is the tenure of the lease? **No**
- 5.11 Whether the land is Adivasi (tribal) land? No
- 5.12 Whether the land /property are joint family property? No
- 5.13 Whether Securitisation And Reconstruction of Financial Assets And Enforcement of Security Interest Act (SARFAESI ACT) is Applicable ? Yes
- 5.14 Is land/property/flat is 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? No
- 5.16 Whether the said POA holder has/had authority to sell the property under POA? No
- 5.17 Whether POA as recorded in 5.15 is registered? No
- 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 who 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? No.
- 5.20 Whether Search Report is obtained and submitted? _YES
- Search Report : Details:- **MH010833083202627U** dated 24/09/2026
- Search Conducted Years: 13 years
- Name of the Advocate / Searcher: **Adv Kailas U Rekawar**
- Search Report Date:
- Note:
- 5.21 Whether EC is obtained? EC Details:- No
- No. of Years EC Obtained
- Any Encumbrance to Specify: EC Applied by

PART VI: CERTIFICATE:

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 Priti Vishvajit Dhone has/would derive a valid, clear, marketable and unencumbered title in the property after receiving no due certificate from Aadhar Housing Finance Limited

The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower / Co borrower Priti Vishvajit Dhone.

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. **Original** – latest Tax receipt issued by Nagar Panchayat Besa-Pipla in the name of Priti Vishvajit Dhone
2. **Original** – latest Tax Assessment issued by Nagar Panchayat Besa-Pipla in the name of Priti Vishvajit Dhone

3. **System generated** - Latest 7/12 extract
4. **Original/ System generated - List of Documents** issued by Aadhar Housing Finance Limited dated

Following documents are required post disbursal:

1. **Photocopy** - Registered Deed of Declaration executed by M/s Swapnashilp Developers through its partner Rajendra Madhukar Saoji duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 924 dated 29/01/2010
2. **Original** - Registered Agreements to sale executed by M/s Swapnashilp Developers through its partner Rajendra Madhukar Saoji in favour of Abhishek Ghanshyam Vaidya duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 8173 dated 15/12/2010 .
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4. **Original** - Registered Sale Deed executed by Abhishek Ghanshyam Vaidya in favour of Priti Vishvajit Dhone (Before Marriage Priti Hemraj Mankar) duly registered in the office of Sub Registrar Nagpur -7 at Serial no. 3811 dated 21/04/2023 .
5. **Original**- No due certificate from Aadhar Housing Finance Limited
6. **Original**- **NOI/RM in favour of ICICI HFC.**

REMARKS (IF ANY) :-- NO

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ADV. KAILAS REKAWAR