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

LEGAL SCRUTINY REPORT

Date: 29/04/2026

To,
Hinduja Housing Finance Ltd.
Branch Nagpur.

Sub- Legal Scrutiny Report in respect of the File of **Pallavi Ashish Makh**

Date of Legal Initiation	28/07/2026
Application No.	MH/NGP/NPUR/A000001624
Name of Applicant	Pallavi Ashish Makh
Name of Co – Applicant/s	Ashish Makh
Relationship between Applicant and Co – Applicant/s	
Purpose of Loan	Existing Purchase
Lead amount	20,00,000/-
Name of property owner	Girish Gangaprasad Sharma and Meenakshi Girish Sharma
Name of Proposed Owner	Pallavi Ashish Makh
Search For	13 Years

PART-I DESCRIPTION AND SCHEDULE OF THE CONCERNED PROPERTY

All That R.C.C. Superstructures comprising **Apartment No. F-208** having Built-up Area of **44.070** Sq. Mtrs and total built up area of 56.412 Sq. Mtrs (i.e 607.21 Sq. fts) on the **Second Floor** of the Building known and styled as **“SHIV APARTMENTS”** togetherwith 2.840 % share and interest in all that Piece and Parcel of land bearing **Plot No. 3**, containing by admeasurements 860.67 Sq. Mtrs. (i.e 9266.40 Sq. Ft.) being a part or portion of the entire land bearing Kh. Nos. 43-A/2, of Mouza – Beltarodi , P H No. 38 within the limits of the Nagar Panchayat Besa-Pipla , in Tahsil and District – Nagpur .

Plot No.3, is bounded as under :

EAST	By Khasra No. 57
WEST	By Plot No. 2
NORTH	By Khasra No. 43/B
SOUTH	By Road

PART-II LIST OF DOCUMENTS SCRUTINISED BY ME :-

SR NO.	Date of Document	Name of description of Document	Whether Original/ Photostat
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KAILAS
REKHAWAR
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by KAILAS
REKHAWAR
Date: 2026.07.29
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1)	dated 16/10/2006 Sub Registrar Nagpur -7 at Reg Sr. No. 5671	Index II Registered Deed of Declaration Executed by M/s Shiv Trupti Builders & Promoters Nagpur through its partner Dynaneshwar Jangluji Kakade	Photocopy
2)	dated 24/01/2007 Sub Registrar Nagpur -7 at Reg Sr. No. 588	Index II Registered Agreement to sell Executed by M/s Shiv Trupti Builders & Promoters Nagpur through its partner Dynaneshwar Jangluji Kakade in favour of 1) Nanda Madhu Badhel and 2) Madhu Prayag Badhel	Photocopy
3)	dated 06/01/2009 Sub Registrar Nagpur -7 at Reg Sr. No. 112	Index II Registered Sale Deed Executed by M/s Shiv Trupti Builders & Promoters Nagpur through its partner Dynaneshwar Jangluji Kakade with consentors 1) Nanda Madhu Badhel and 2) Madhu Prayag Badhel in favour of Alhad Ashok Wangalwar	Photocopy
4)	dated 13/01/2010 Sub Registrar Nagpur -7 at Reg Sr. No. 433	Registered Sale Deed Executed by Alhad Ashok Wangalwar in favour of Girish Gangaprasad Sharma and Meenakshi Girish Sharma	Photocopy
5)	Dated	Draft of agreement to sell executed by Girish Gangaprasad Sharma and Meenakshi Girish Sharma in favour of Pallavi Ashish Makh	Photocopy

PART-III 1. BRIEF HISTORY OF THE PROPERTY AND HOW THE OWNER/ MORTGAGOR HAVE DERIVED THE TITLE -

- I. WHEREAS Originally the entire land bearing Khasra No. 43/A, admeasuring about 2.33 Acres equivalent to 0.94 HR having Occupation Class-1 Rights, situated at Mouza- Beltarodi, P. S. K. No. 38, in Tahsil and District Nagpur, belonged to Shri Mahesh Narayandas Hemrajani, Mrs. Uma Sunil Dhammani & Shri Vijay Ramkisan Zanwar, having purchased by them from Shri Kesharao Ramchandra Banalt, vide Registered sale deed, which is duly registered in the office of Sub-Registrar Nagpur-1 at Serial No. 8127 dated 28-08-1998. That in view of this sale deed Mahesh Narayandas Hemrajani, Mrs. Uma Sunil Dhammani & Shri Vijay Ramkisan Zanwar becomes the joint & Co-owners of the said land, having heritable and transferable rights.
- II. WHEREAS in view of Mutual Partition dated 05-03-2001 the aforesaid land divided into three parts. As per partition deed the Northern portion of land admeasuring about 0.32 Hectare comes in the share of Shri Vijay Ramkisan Zanwar and middle portion of land admeasuring about 0.32 Hectare comes in the share of Shri Mahesh Narayandas Hemrajani and remaining Southern portion of land admeasuring about 0.31 Hectare comes in the share of Mrs. Uma Sunil Dhammani. They have mutated their names in revenue records in respect of their share, the Revenue Department also issued separate 7/12 extract in respect of their share. That in view of this partition deed Shri Mahesh Narayandas Hemrajani becomes the absolute owner of land bearing Khasra No. 43/A-2, admeasuring about 0.32 Hectare, equivalent to 3200 Square Meters, Rental Rs. 64 having Occupation Class-1 Rights, situated at Mouza: Beltarodi, P. S. K. No. 38, In Tahsil and District Nagpur,, having heritable and transferable rights., having heritable and transferable rights.
- III. WHEREAS Shri Mahesh Narayandas Hemrajani through his power of attorney to Shri Vijay Ramkisan Zanwar sold land bearing Khasra No. 43/A-2, admeasuring about 0.32 Hectare, equivalent to 3200 Square Meters, Rental Rs. 64 having Occupation Class-1 Rights, situated at Mouza: Beltarodi, P. S. K. No. 38, In Tahsil and District Nagpur to Shri Pravin Brijvallabha Chandak & Shri Krushnakumar Brijvallabha Chandak, vide Registered Sale deed, which is duly registered in the office of Sub-Registrar Nagpur Gramin-10 at Serial No. 2752 dated 19-04-2005.

- IV. WHEREAS, Shri Pravin Brijvallathe Chandak & Shri Krushnakumar Brijvallabha Chandak have filed a return on 30-04-2005 under section 6 (2) of Urban Land (Ceiling & Regulation) Act 1976 for the total area admeasuring about 3200.00 Square Meters, bearing Khasra No. 43/A-2 of Village Beitarodi. That the Competent Authority U.L.C. vide order dated 15-06-2005 has allowed 3000 square meters retainable land and an area of land admeasuring about 200 square meters was declared as surplus vacant land. Also allowed the owner to submit a scheme in respect of surplus land under section 20 (1) (a) of Urban Land (Ceiling & Regulation) Act 1975 on the Pattern of Talegaon Dabhade Scheme.
- V. WHEREAS, The aforesaid land comprising Survey No. 43/A-2 admeasuring about 3200 Square Meters is converted for Non-Agricultural (Residential) Use by the Hon'ble Collector, Nagpur vide Order Dated 14-07-2003 passed in Revenue Case No. 241/NAP-34/2002-2003 of Mouza Beltarodi. Accordingly the Shri Pravin Brijvallabha Chandak & Shri Krushnakumar Brijvallabha Chandak have demarcated a layout in the land by subdividing the land into various plots of the different sizes.
- VI. WHEREAS Shri Pravin Brijvallabha Chandak & Shri Krushnakumar Brijvallabha Chandak sold out **Plot No. 3**, containing by admeasurements 860.67 Sq. Mtrs. (i.e 9266.40 Sq. Ft.) being a part or portion of the entire land bearing Kh. Nos. 43-A/2, of Mouza – Beltarodi , P H No. 38 in Tahsil and District – Nagpur to M/s Shiv Trupti Builders & Promoters Nagpur through its partner Dynaneshwar Jangluji Kakade by a Sale Deed which is duly registered in the Office of Sub Registrar Nagpur -7 at Reg Sr. No. 4251 dated 23/08/2006.
- VII. WHEREAS M/s Shiv Trupti Builders & Promoters Nagpur prepared a building plan of multistoried buildings known as SHIV APARTMENT on the **Plot No. 3**, containing by admeasurements 860.67 Sq. Mtrs. (i.e 9266.40 Sq. Ft.) consisting of various residential apartments therein and same is duly sanctioned by Gram Panchayat Besa
- VIII. Whereas M/s Shiv Trupti Builders & Promoters Nagpur submitted the entire scheme to the Provisions of the Maharashtra Apartment Ownership Act 1970 by executing Deed of Declaration under section 2 of the said act which is registered at Sub Registrar Nagpur -7 at Reg Sr. No. 5671 dated 16/10/2006.
- IX. WHEREAS M/s Shiv Trupti Builders & Promoters Nagpur through its partner Dynaneshwar Jangluji Kakade agreed to sell **Apartment No. F-208** having Built-up Area of **44.070** Sq. Mtrs and total built up area of 56.412 Sq. Mtrs (i.e 607.21 Sq. fts) on the **Second Floor** of the Building known and styled as “**SHIV APARTMENTS**” togetherwith 2.840 % share and interest in all that Piece and Parcel of land bearing **Plot No. 3**, to 1) Nanda Madhu Badhel and 2) Madhu Prayag Badhel vide agreement to sell which is duly registered in the Office of Sub Registrar Nagpur -7 at Reg Sr. No. 588 dated 24/01/2007
- X. WHEREAS 1) Nanda Madhu Badhel and 2) Madhu Prayag Badhel found it difficult to retain the property has approached to M/s Shiv Trupti Builders & Promoters Nagpur to sell it to Alhad Ashok Wangalwar .
- XI. WHEREAS M/s Shiv Trupti Builders & Promoters Nagpur through its partner Dynaneshwar Jangluji Kakade with consentors 1) Nanda Madhu Badhel and 2) Madhu Prayag Badhel sold **Apartment No. F-208** having Built-up Area of **44.070** Sq. Mtrs and total built up area of 56.412 Sq. Mtrs (i.e 607.21 Sq. fts) on the **Second Floor** of the Building known and styled as “**SHIV APARTMENTS**” to Alhad Ashok Wangalwar vide sale deed which is duly registered in the Office of Sub Registrar Nagpur -7 at Reg Sr. No. 112 dated 06/01/2009
- XII. WHEREAS Alhad Ashok Wangalwar sold **Apartment No. F-208** having Built-up Area of **44.070** Sq. Mtrs and total built up area of 56.412 Sq. Mtrs (i.e 607.21 Sq. fts) on the **Second Floor** of the Building known and styled as “**SHIV APARTMENTS**” to Girish Gangaprasad Sharma and Meenakshi Girish Sharma vide sale deed which is duly registered in the Office of Sub Registrar Nagpur -7 at Reg Sr. No. 433 dated 13/01/2010.
- XIII. That Girish Gangaprasad Sharma and Meenakshi Girish Sharma availed loan on aforesaid property from Tirupati Urban Co-op Bank Ltd vide mortgage deed duly registered in the Office of Sub Registrar Nagpur -7 at Reg Sr. No. 446 dated 13/01/2010
- XIV. That for cogent reason Girish Gangaprasad Sharma and Meenakshi Girish Sharma decided to sell aforesaid property and Pallavi Ashish Makh agreed to purchase it .

Now Pallavi Ashish Makh and Ashish Pakh has approached to Hinduja Housing Finance Ltd for loan to purchase above property.

2. How did the said property devolve into the valid ownership of the present owner ?

- by virtue of sale

3. Whether the present owner has mutated his/her name in the land revenue records ?

-yes

4. Whether the present owner is paying land revenue tax to the state government ?

-not provided

5. Status Of Land Conversion-. Non-agricultural , Freehold

6. Whether Securitisation And Reconstruction of Financial Assets And Enforcement of Security Interest Act (SARFAESI ACT) is Applicable? -YES

PART-IV EVIDENCE OF TITLE OF THE PROPERTY

Type Of Deed Ascertaining Title	Registered Sale deed
Deed Number	Sub Registrar Nagpur -7 at Reg Sr. No. 433.
Deed Date	dated 13/01/2010

Part- V Nature And Status Of The Property

Status	Freehold
Nature	Residential

PART- VI OTHER PROVISIONS -

sr no.	particulars	yes/no	remarks, if necessary
1.	whether property to be given as security is subject to any minor's claim/share	No	
2.	whether property is affected by the revenue or tenancy obligation	No	
3.	in case of flat purchase, whether builder is a private / limited company?	No	
4.	whether upto date tax/land revenue has been paid	No	
5.	whether all the title documents for last 13 years has been verified	NO	
6.	whether required documents are available for creating mortgage.	YES	
7.	whether all the previous owners had the right/competency to transfer of the property.	YES	
8.	whether proposed mortgage by deposit of title document (equitable mortgage) is possible	YES	

9.	if the property is a flat/apartment, how many years independent title is ensured	N.A	
10.	whether property has been transferred/ to be transferred by POA holder of the original land owner in favour of the loan applicant	N.A	
11.	whether POA holder of the original land owner has/had authority under POA	Yes	
12.	whether POA recorded in sn11 is registered	Yes	
13.	whether the property is lease land, if yes what is the tenure of the lease and what is the residual period left?	No	
14.	whether the property/land is joint family property	No	
15.	Is the land/property/flat is subject to any reservations/acquisitions/requisitions.	No	
16.	whether property belongs to SC/ST (jharkhand)	NO	
17.	whether land is agricultural	No	
18.	whether real estate regulatory authority 2016 (rera) is applicable or not?	Yes	
19.	in case of balance transfer / takeover cases, whether original lod received from bank or not?	N.A	
20.	whether search report / non-encumbrance are applied for?	YES	
21.	whether provisions of urban land ceiling act are applicable?	No	
22.	whether the land is categorized under the CNT act?	No	
23.	whether the land is categorized under the santhal pargana act? (state specific)	No	
24.	whether approved map / sanction map has been provided?	No	

PART VII DOCUMENTS TO BE COLLECTED BY HINDUJA HOUSING FINANCE LIMITED FOR CREATING A VALID MORTGAGE

S NO.	DATE	NAME OF THE DOCUMENTS (DETAILS)	WHETHER ORIGINAL / PHOTOCOPY
1.	dated 16/10/2006 Sub Registrar Nagpur -7 at Reg Sr. No. 5671	Registered Deed of Declaration Executed by M/s Shiv Trupti Builders & Promoters Nagpur through its partner Dynaneshwar Jangluji Kakade	Photocopy
3.	dated 06/01/2009 Sub Registrar Nagpur -7 at Reg Sr. No. 112	Registered Sale Deed Executed by M/s Shiv Trupti Builders & Promoters Nagpur through its partner Dynaneshwar Jangluji Kakade with consentors 1) Nanda Madhu Badhel and 2) Madhu Prayag Badhel in favour of Alhad Ashok Wangalwar	Original
4.	dated 13/01/2010 Sub Registrar Nagpur -7 at Reg Sr. No. 433	Registered Sale Deed Executed by Alhad Ashok Wangalwar in favour of Girish Gangaprasad Sharma and Meenakshi Girish Sharma	Original

5.	Dated	No due certificate from Tirupati Urban Co-op Bank Ltd in name of Girish Gangaprasad Sharma and Meenakshi Girish Sharma	Original
6.	Dated	Reconveyances deed executed by Tirupati Urban Co-op Bank Ltd in name of Girish Gangaprasad Sharma and Meenakshi Girish Sharma	Original
8.	Dated	Proposed Sale deed executed by Girish Gangaprasad Sharma and Meenakshi Girish Sharma in favour of Pallavi Ashish Makh	Original
9.	Dated	Latest tax receipt issued by Nagar Panchayat Besa-Pipla in name of Girish Gangaprasad Sharma and Meenakshi Girish Sharma	Original
10.	Dated	Latest 7/12 extract	Original
11.	Dated	NOI in favour of Hinduja Housing Finance Ltd	Original

PART-VIII DOCUMENTS TO BE COLLECTED BY HINDUJA HOUSING FINANCE LIMITED POST DISBUSREMENT

S NO.	DATE	NAME OF THE DOCUMENTS (DETAILS)	WHETHER ORIGINAL/ PHOTOCOPY
1.		N.A.	
2.		N.A.	

PART-IX FINAL OPINION

The present owners Girish Gangaprasad Sharma and Meenakshi Girish Sharma having a valid title and possession upon the aforesaid properties and property is fit for equitable mortgage.

PART X -CERTIFICATE

I have scrutinized the Photo copies of the documents and title deeds relating to the property in respect of **Apartment No. F-208** having Built-up Area of **44.070** Sq. Mtrs and total built up area of 56.412 Sq. Mtrs (i.e 607.21 Sq. fts) on the **Second Floor** of the Building known and styled as **"SHIV APARTMENTS"** togetherwith 2.840 % share and interest in all that Piece and Parcel of land bearing **Plot No. 3**, containing by admeasurements 860.67 Sq. Mtrs. (i.e 9266.40 Sq. Ft.) being a part or portion of the entire land bearing Kh. Nos. 43-A/2, of Mouza – Beltarodi , P H No. 38 within the limits of the Nagar Panchayat Besa-Pipla , in Tahsil and District – Nagpur and found the title of Girish Gangaprasad Sharma and Meenakshi Girish Sharma iis clear and marketable. The Hinduja Housing Finance Ltd., can sanction Mortgage loan to Applicant in respect of aforesaid property after execution of sale deed and will be mortgage in Hinduja Housing Finance Ltd., and the property in question Comes Under the Purview of SECURITISATION AND RECONSTRUCTION

OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002 and also comes under Jurisdiction of DEBT RECOVERY TRIBUNAL Nagpur.

Remarks, if any: -No

Receipt No. MH007309950202627U dated 29/07/2026

**KAILAS
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WAR** Digitally signed
by KAILAS
REKHAWAR
Date:
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**Yours Faithfully,
ADV KAILAS.U. REKAWAR**