

Sahil M. Bhangde

LL.M

ADVOCATE

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LEGAL SCRUTINY REPORT

Ref. No. : SMB/ICICI-HFC/SEP/2026/38

Date:- 15.09.2026

APP No. - 77000353456

APS ID - 10333137

To,

ICICI Home Finance Ltd.,

Nagpur

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of **Shri. Shubham Pande**

PART I: PROPERTY DETAILS:

1. **Name of the Applicant/Borrower/s :** Shri. Shubham Pande
2. **Name of the Co-applicant/s: (if any):** NA
3. **Type of Loan :** Regular HL
4. **Purpose of Loan :** House Purchase-Resale
5. **Name of the Property Owner/s :** Shri. Prashant S/o. Dattatray Kulkarni
6. **Description of the Property (with Boundaries):**

All that RCC Superstructure comprising of residential **Apartment No. 101** covering built up area **46.88 Sq. Mtrs (504.42 Sq. Ft)** situated on the **First Floor** of the building Known and Styled as "**CHINTAMANI APARTMENTS**" together with **6.88 %** undivided share and interest in all that piece and parcel of land bearing **Plot No.77, 78 & 79** admeasuring about **667.95 Sq. Mtrs (7200.00 Sq. Ft)**, being a portion of entire land bearing **K.H. No.71/1** of **Mouza-Somalwada**, bearing **P. H. No. 44**, having its **City Survey No.534 of Sheet No.697/54**, situated within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur and same is bounded as under :

- | | | |
|--------------|---|--|
| On the East | : | Flat No.102 |
| On the West | : | Front Marginal open Space of Apartment |
| On the North | : | Open Terrace-I & Side Marginal open Space of Apartment |
| On the South | : | Open Terrace-II & Flat No.104 |

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** Regularization Letter issued by Nagpur Improvement Trust, Nagpur bearing its Permit No. BE(W)572/434/32/5723/Case No.20030722549/Layout No.572/Som/3889, dated 01.04.2004. (**Plot No.77**)
2. **Copy of** Regularization Letter issued by Nagpur Improvement Trust, Nagpur bearing its Permit No. BE(W)572/434/34/5725/Case No.20030722550/Layout No.572/Som/3889, dated 01.04.2004. (**Plot No.78**)
3. **Copy of** Regularization Letter issued by Nagpur Improvement Trust, Nagpur bearing its Permit No.BE(W)572/434/33/5727/Case No.20030722551/Layout No.572/Som/3889, dated 01.04.2004. (**Plot No.79**)
4. **Copy of** Registered Agreement of Development, executed by 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane in favour of M/s. Siddhivinayak Builders, acting through its Proprietor Shri. Shaligram S/o. Balaji Farkase, same was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.1491/2007, dated 23.03.2007.
5. **Copy of** Registered Irrevocable General Power of Attorney executed by 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane in favour of Smt. Nayana W/o. Prafulla Farkase, same was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.1492/2007, dated 23.03.2007.
6. **Copy of** Sanctioned Building Plan and Permit duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur, vide its building permit bearing No. BE(W)572/434/34/2534, dated 22.09.2008.
7. **Copy of** Registered Deed of Declaration executed by 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane through their duly constituted attorney Smt. Nayana W/o. Prafulla Farkase, same was duly registered in the office of Sub-Registrar Nagpur No.6, at Sr. No.2422/2010, dated 13.04.2010.

8. **Copy of** Registered Agreement of Sale executed by 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane through their duly constituted attorney Smt. Nayana W/o. Prafulla Farkase, along with M/s. Siddhivinayak Builders, acting through its Proprietor Shri. Shaligram S/o. Balaji Farkase in favour of Shri. Prashant S/o. Dattatray Kulkarni, same was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.6603/2011, dated 03.12.2011.
9. **Copy of** Registered Sale Deed executed by 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane through their duly constituted attorney Smt. Nayana W/o. Prafulla Farkase, along with M/s. Siddhivinayak Builders, acting through its Proprietor Shri. Shaligram S/o. Balaji Farkase in favour of Shri. Prashant S/o. Dattatray Kulkarni, same was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.2671/2012, dated 30.04.2012.
10. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 15.09.2026.

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

1. That originally all that piece and parcel of land bearing Khasra No.71/1/KHA of Mouza-Somalwada, bearing P. H. No.44, belongs to Jai Durga Gruha Nirman Sahakari Sanstha Maryadit, Nagpur, a registered cooperative society, bearing its Registration No. NGP/HSG/932/1981.
2. That the aforesaid society had laid an unauthorised layout upon the said entire and its various plots to its various members.
3. That Jai Durga Gruha Nirman Sahakari Sanstha Maryadit, Nagpur, had sold out Plot No.78 admeasuring about 222.65 Sq. Mtrs to Shri. Pramod Kumar S/o. Gajanan Bramhane, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.4522(4), dated 27.05.1983.
4. That Jai Durga Gruha Nirman Sahakari Sanstha Maryadit, Nagpur, had sold out Plot No.77 admeasuring about 222.65 Sq. Mtrs to Shri. Rekhendra Kumar S/o. Gajanan Bramhane, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.4523(4), dated 27.05.1983.
5. That Jai Durga Gruha Nirman Sahakari Sanstha Maryadit, Nagpur, had sold out Plot No.79 admeasuring about 222.65 Sq. Mtrs to Shri. Harshad Kumar S/o. Gajanan Bramhane, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.648, dated 20.02.1984.
6. That the schedule Plot No.77 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 owner, the Nagpur Improvement Trust, Nagpur had regularized the schedule Plot No.77 by issuing the regularization letter bearing its Permit No. BE(W)572/434/32/5723/Case No.20030722549/Layout No.572/Som/3889, dated 01.04.2004.
7. That the schedule Plot No.78 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 owner, the Nagpur Improvement Trust, Nagpur had regularized the schedule Plot No.78 by issuing the regularization letter bearing its Permit No. BE(W)572/434/34/5725/Case No.20030722550/Layout No.572/Som/3889, dated 01.04.2004.
8. That the schedule Plot No.79 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 owner, the Nagpur Improvement Trust, Nagpur had regularized the schedule Plot No.79 by issuing the regularization letter bearing its Permit No. BE(W)572/434/33/5727/Case No.20030722551/Layout No.572/Som/3889, dated 01.04.2004.
9. That Shri. Rekhendra Kumar S/o. Gajanan Bramhane, Shri. Pramod Kumar S/o. Gajanan Bramhane and Shri. Harshad Kumar S/o. Gajanan Bramhane, thereafter decided to develop the said Plot Nos.77, 78 and 79 and accordingly entered into a Registered Agreement of Development, dated 29.12.2006 with M/s. Siddhivinayak Builders, a proprietary concern, acting through its Proprietor Shri. Shaligram S/o. Balaji Farkase, which was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.1491/2007, dated 23.03.2007.
10. That Shri. Rekhendra Kumar S/o. Gajanan Bramhane, Shri. Pramod Kumar S/o. Gajanan Bramhane and Shri. Harshad Kumar S/o. Gajanan Bramhane, thereafter executed a Registered Irrevocable General Power of Attorney thereby constituted and nominated Smt. Nayana W/o. Prafulla Farkase being their lawfull attorney for development and disposal of the said property, which was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.1492/2007, dated 23.03.2007.
11. That the aforesaid owners thereafter prepared a proposed building plan of the building which was duly sanctioned and approved by Nagpur Improvement Trust, Nagpur, vide its building permit bearing No.BE(W)572/434/34/2534, dated 22.09.2008.
12. That further the aforesaid owners through their duly constituted attorney Smt. Nayana W/o. Prafulla Farkase had submitted the proposed Apartment scheme to be Known and Styled as "**CHINTAMANI APARTMENTS**" to the provisions of Maharashtra Apartment Ownership Act, 1970, by executing a Registered Deed of Declaration, which was duly registered in the office of Sub-Registrar Nagpur No.6, at Sr. No.2422/2010, dated 13.04.2010.
13. That 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane and 3) Shri. Harshad Kumar S/o. Gajanan Bramhane, through their duly constituted attorney Smt. Nayana W/o. Prafulla Farkase, along with M/s. Siddhivinayak Builders, acting through its Proprietor Shri. Shaligram S/o. Balaji Farkase, had agreed to sell the schedule Apartment No.101 to

Shri. Prashant S/o. Dattatray Kulkarni, by executing a Registered Agreement of Sale, which was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No. 6603/2011, dated 03.12.2011.

14. That in pursuance of agreement to sell dated 03.12.2011, 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane, through their duly constituted attorney Smt. Nayana W/o. Prafulla Farkase, along with M/s. Siddhivinayak Builders, acting through its Proprietor Shri. Shaligram S/o. Balaji Farkase, thereafter sold out the schedule Apartment No.101 on First Floor together with 6.88% undivided proportionate share and interest in the land described above to Shri. Prashant S/o. Dattatray Kulkarni, by executing a Registered Sale Deed which was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.2671/2012, dated 30.04.2012.
15. That Shri. Prashant S/o. Dattatray Kulkarni, now agreed to sell the schedule Apartment No.101 to Shri. Shubham Pande, 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 **Shri. Prashant S/o. Dattatray Kulkarni** is the owner of the scheduled of property and he is having valid, clear and, marketable title over the scheduled property.
- b) That during the course of my inspection, I did not come 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. Shubham Pande** will also acquire equally good, valid and marketable title thereto only after upon execution of proper and duly registered Sale Deed in his favour.
- 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:

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|------|---|------------------------------|
| 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? | Yes |
| 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? | 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? | 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 | 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 : | Yes NOC for Sell |
| | from Nagpur Improvement Trust, Nagpur is require | |
| 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: | 15.09.2026 |
| | 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. Shubham Pande** would derive a valid, clear, marketable and unencumbered title in the property stated above, only after execution of registered Sale Deed in his favour. The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower / Co borrower **Shri. Shubham Pande**.

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** Regularization Letter issued by Nagpur Improvement Trust, Nagpur bearing its Permit No. BE(W)572/434/32/5723/Case No.20030722549/Layout No.572/Som/3889, dated 01.04.2004. **(Plot No.77)**
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5. **Copy of** Registered Irrevocable General Power of Attorney executed by 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane in favour of Smt. Nayana W/o. Prafulla Farkase, same was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.1492/2007, dated 23.03.2007.
6. **Copy of** Sanctioned Building Plan and Permit duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur, vide its building permit bearing No. BE(W)572/434/34/2534, dated 22.09.2008.
7. **Copy of** Registered Deed of Declaration executed by 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane through their duly constituted attorney Smt. Nayana W/o. Prafulla Farkase, same was duly registered in the office of Sub-Registrar Nagpur No.6, at Sr. No.2422/2010, dated 13.04.2010.
8. **Original** Registered Agreement of Sale executed by 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane through their duly constituted attorney Smt. Nayana W/o. Prafulla Farkase, along with M/s. Siddhivinayak Builders, acting through its Proprietor Shri. Shaligram S/o. Balaji Farkase in favour of Shri. Prashant S/o. Dattatray Kulkarni, same was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.6603/2011, dated 03.12.2011.
9. **Original** Registered Sale Deed executed by 1) Shri. Rekhendra Kumar S/o. Gajanan Bramhane, 2) Shri. Pramod Kumar S/o. Gajanan Bramhane 3) Shri. Harshad Kumar S/o. Gajanan Bramhane through their duly constituted attorney Smt. Nayana W/o. Prafulla Farkase, along with M/s. Siddhivinayak Builders, acting through its Proprietor Shri. Shaligram S/o. Balaji Farkase in favour of Shri. Prashant S/o. Dattatray Kulkarni, same was duly registered in the office of Sub-Registrar Nagpur No.3, at Sr. No.2671/2012, dated 30.04.2012.
10. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 15.09.2026.
11. **Copy of** Latest Akhivpatrika in the name of Shri. Prashant S/o. Dattatray Kulkarni.
12. **Copy of** Latest Tax Receipt.
13. **Draft Copy of** Sale Deed.
14. **Original** Registered Sale Deed **to be** executed by Shri. Prashant S/o. Dattatray Kulkarni, in favour of **Shri. Shubham Pande**.

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

-----NA-----

NAGPUR
DATE : 15.09.2026

SAHIL M
BHANGDE

Yours Faithfully,
Digitally signed by SAHIL
M BHANGDE
Date: 2026.09.16 10:12:50
Sahil M. Bhangde
Advocate