

Sahil M. Bhangde

LL.M

ADVOCATE

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LEGAL SCRUTINY REPORT

Ref. No. : SMB/ICICI-HFC/SEP/2026/46

Date:-21.09.2026

APP No.-77000354033

APS ID -10333540

To,

ICICI Home Finance Ltd.,

Nagpur

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of Shri. Sachin Kashyap

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s : Shri. Sachin Kashyap and Shri. Pankaj Hiralal Kashyap
2. Name of the Co-applicant/s: (if any): Shri Pankaj Hiralal Kashyap
3. Type of Loan : Regular Home Loan
4. Purpose of Loan : Resale Purchase
5. Name of the Property Owner/s : Shri. Praful Vitthal Kohade
6. Description of the Property (with Boundaries):

All that RCC Superstructure comprising of residential Duplex No. E covering built up area 80.463 Sq. Mtrs, together with 12.962 % undivided share and interest in all that piece and parcel of landbearing Plot No. 6, 7, 8, and 9 having total area about 690.72 Sq. Mtrs, being a portion of entire land bearing Kh. No.43/A-4 of Mouza-Beltarodi, bearing P. H. No. 38, situated within the limits of Nagar Panchayat Besa (Pipla) in Tahsil Nagpur (Rural) and District Nagpur and same is bounded as under:

- | | | |
|--------------|---|------------------|
| On the East | : | Ward No.57 |
| On the West | : | 6 Mtrs Wide Road |
| On the North | : | Duplex No. D |
| On the South | : | Duplex No. F |

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 Layout Plan.
2. Copy of Registered General Power of Attorney executed by Mrs. Uma Sunil Dammani in favour of Shri. Vijay Ramkisan Zawar, same was duly registered in the office of Sub-Registrar Amravati City-2, Sr. No.892, dated 05.03.2001.
3. Copy of NA Order passed by District Collector Nagpur in Revenue Case No.239-/NAP-34/2002-03, dated 14.07.2003.
4. Copy of Registered Sale Deed executed by Mrs. Uma Sunil Dammani, through Power of Attorney Shri. Vijay Ramkisan Zawar in favour of M/s. Metro Construction, through its Partner Shri. Prabhakarsingh Ramkumarsingh Baghel, same was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 2351/2006, dated 20.05.2006.
5. Original Registered Agreement to sell executed by M/s. Metro Construction, through its Partner Shri. Prabhakarsingh Ramkumarsingh Baghel in favour of Shri. Praful Vitthal Kohade, same was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No.2943/2006, dated 17.06.2006.
6. Original Registered Sale Deed executed by M/s. Metro Construction, through its Partner Shri. Prabhakarsingh Ramkumarsingh Baghel in favour of Shri. Praful Vitthal Kohade, same was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 198/2008, dated 09.01.2008.
7. Copy of Regularization Letter issued by Nagar Panchayat Besa (Pipla), bearing its Permit No.5733-25/03/2026, dated 25.03.2026
8. Original Title Search Report issued by Adv. Sahil M. Bhangde, dated 18.09.2026.

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

1. That originally all that piece and parcel of land bearing Kh. No. 43/A admeasuring about 2.33 Acre (0.94 HR) of Mouza-Beltarodi, bearing P. H. No. 38 belongs to 1) Shri. Mahesh Narayandas Hemrajani, 2) Mrs. Uma Sunil Dammani and 3) Shri. Vijay Ramkisan Zawar, being their self-acquired property having been acquired by them by virtue of Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 1, at Sr. No. 8127, dated 28.08.1998.

2. That the aforesaid owners thereafter mutually partitioned the said land, vide mutual partition dated 05.03.2001 and in pursuance thereof the northern portion of land admeasuring about 0.32 HR out of 0.94 HR came to the share of Shri. Vijay Ramkisan Zanwar and the middle portion of land admeasuring about 0.31 HR came to the share of Shri. Mahesh Narayandas Hemrajani, however, remaining southern portion of land admeasuring about 0.31 HR came to the share of Mrs. Uma Sunil Dammani and accordingly their names have been duly mutated in respect of their respective shares and in pursuance thereof the portion of land admeasuring about 0.31 HR came to the share of Mrs. Uma Sunil Dammani re-numbered as Kh. No. 43/A-4.
3. That the aforesaid land bearing Kh. No. 81 was falls within the purview of Urban land (Ceiling and Regulation) Act, 1976 and accordingly the aforesaid owner had filed return U/s. 6 (2) of the said Act, and in pursuance thereof the Additional Collector and Competent Authority ULC had declared the land admeasuring 1500 Sq. Mtr. as a retainable by Mrs. Uma Sunil Dammani, however remaining land admeasuring about 1600 Sq. Mtrs declared as surplus vacant land by its order dated 10.05.2005.
4. That the aforesaid owners thereafter submitted the scheme under Talegaon Dabhade pattern and sought exemption under Section 20 of the said Act by filing appropriate application and in pursuance thereof the Additional Collector and Competent Authority ULC had exempted the surplus vacant land under Talegaon Dabhade scheme by its order passed in ULC case No.ATP/ULC/TD/515(BELTARODI)/932, dated 02.07.2005.
5. That further the aforesaid land bearing Kh. No. 43/A-4 admeasuring about 0.31 HR (3100 Sq. Mtrs) was pleased to converted for non-agricultural use by the order passed by District Collector Nagpur in Revenue Case No.239/NAP-34/2002-03, dated 14.07.2005.
6. That the aforesaid owners thereafter sold out the schedule Plot No. 6, 7, 8 & 9 out of the said layout demarcated under Talegaon Dabhade scheme admeasuring about 690.72 Sq. Mtrs to M/s. Metro Construction, through its Partner Shri. Prabhakarsingh Ramkumarsingh Baghel, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 2351/2006, dated 20.05.2006.
7. That M/s. Metro Construction, through its Partner Shri. Prabhakarsingh Ramkumarsingh Baghel, thereafter decided to develop the said Plot No. 6, 7, 8 & 9 jointly by constructing a Row House and duplex scheme thereupon and sanctioned and approved by the then Grampanchayat Besa on 02.03.2006.
8. That M/s. Metro Construction, through its Partner Shri. Prabhakarsingh Ramkumarsingh Baghel, thereafter agreed to sell the schedule Row House No. E out of the said scheme to Shri. Praful Vitthal Kohade, by executing a Registered Agreement to sell, which was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 2943/2006, dated 17.06.2006.
9. That in pursuance of the agreement to sell, dated 17.06.2006, M/s. Metro Construction, through its Partner Shri. Prabhakarsingh Ramkumarsingh Baghel, had sold out the schedule Row-House No. E to Shri. Praful Vitthal Kohade, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 198/2008, dated 09.01.2008.
10. 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 Nagar Panchayat Besa (Pipla) had regularized the schedule Duplex No. E to the extent area admeasuring about 75.57 Sq. Mtrs, vide its Permit bearing No.5733-25/2003/2026, dated 25.03.2026.
11. That Shri. Praful Vitthal Kohade, now agreed to sell the schedule property to Shri. Sachin Kashyap for valued consideration.
12. That it is pertinent to note here that as per the regularization letter the schedule Duplex No. E has been regularized to the extent area admeasuring about 75.57 Sq. Mtrs, however, the built up area is not regularized by the said authority, and therefore the property can be mortgage strictly as per the policy of ICICI Home Finance.

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. Praful Vitthal Kohade** 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 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. Sachin Kashyap** 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:

- 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 :

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:

21.09.2026
- 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. Sachin Kashyap** 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. Sachin Kashyap**.

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 Layout Plan.
2. Copy of Registered General Power of Attorney executed by Mrs. Uma Sunil Dammani in favour of Shri. Vijay Ramkisan Zawar, same was duly registered in the office of Sub-Registrar Amravati City-2, Sr. No.892, dated 05.03.2001.
3. Copy of NA Order passed by District Collector Nagpur in Revenue Case No.239-/NAP-34/2002-03, dated 14.07.2003.
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5. Original Registered Agreement to sell executed by M/s. Metro Construction, through its Partner Shri. Prabhakarsingh Ramkumarsingh Baghel in favour of Shri. Praful Vitthal Kohade, same was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No.2943/2006, dated 17.06.2006.
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7. Copy of Regularization Letter issued by Nagar Panchayat Besa (Pipla), bearing its Permit No.5733-25/03/2026, dated 25.03.2026

- 8. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 18.09.2026.
- 9. **Copy of** Latest 7/12 extract.
- 10. **Copy of** Latest Tax Receipt.
- 11. **Draft Copy of** Sale Deed.
- 12. **Original** Registered Sale Deed **to be** executed by Shri. Praful Vitthal Kohade, in favour of **Shri. Sachin Kashyap and Shri Pankaj Hiralal Kashyap.**

Following documents are required post disbursal: (if any): -
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NAGPUR
DATE : 21.09.2026

Yours Faithfully,
Sahil M. Bhangde
Digitally signed by Sahil M. Bhangde
Date: 2026.09.28 15:17:07 +05'30'
Sahil M. Bhangde
Advocate