

Sahil M. Bhangde

LL.M

ADVOCATE

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LEGAL SCRUTINY REPORT

Ref. No. : SMB/ICICI-HFC/SEP/2026/59

Date:-20.09.2026

APP No.-77000358824

APS ID -10338519

To,

ICICI Home Finance Ltd.,

Nagpur

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of **Shri. Pankaj Vaidya**

PART I: PROPERTY DETAILS:

1. **Name of the Applicant/Borrower/s :** Shri. Pankaj Vaidya and Mrs. Sonu Pankaj Vaidya
2. **Name of the Co-applicant/s: (if any):** Sau. Sonu Pankaj Vaidya
3. **Type of Loan :** Regular HL
4. **Purpose of Loan :** House Purchase-Resale
5. **Name of the Property Owner/s :** 1) Shri. Kushal Marotrao Panchal
2) Shri. Dilip Marotrao Panchal

6. **Description of the Property (with Boundaries):**

All that piece and parcel of land bearing **Southern Portion of Plot No. 71** admeasuring about **55.76 Sq. Mtrs (680 Sq. Ft)** out of **111.48 Sq. Mtrs (1200 Sq. Ft) (As per City Survey Record 117 Sq. Mtrs)**, being a portion of entire land bearing **Kh. No. 583/3 of Mouza-Nagpur**, having its **City Survey No.220 of sheet No.323**, situated within the limits of Nagpur Municipal Corporation in **Ward No.20**, bearing Corporation **House No. 1701** and Nagpur Improvement Trust, Nagpur and same is bounded as under:

On the East	:	Road and thereafter Plot No. 70
On the West	:	Plot No. 72, 77 & 78
On the North	:	Remaining Portion of Plot No. 71
On the South	:	Plot No. 78

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. **Original (Laminated)** Registered Lease Deed executed by Nagpur Improvement Trust, Nagpur in favour of Shri. Marotrao Vitthalrao Panchal, same was duly registered in the office of Sub-Registrar Nagpur, at Sr. No.3522, dated 22.12.1965.
2. **Copy of** Tax Receipt tax paid for the year 2017-18, dated 20.12.2017.
3. **Original** Registered Relinquishment Deed executed by 1) Sau. Kusum Parmeshwar Wankhede, @ Ku. Kusum Marotrao Panchal, 2) Sau. Kala Chandrashekhar Kalbande @ Ku. Kala Marotrao Panchal, 3) Sa. Pramila Pralhad Mire @ Ku. Pramila Marotrao Panchal and 4) Sau. Meena Suresh Pund @ Ku. Meena Marotrao Panchal in favour of Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, same was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 174/2021, dated 07.01.2021.
4. **Original** Registered Renewal of Lease Deed executed by Nagpur Improvement Trust, Nagpur in favour of Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, same was duly registered in the office of Sub-Registrar Nagpur No. 3, at Sr. No. 7040/2022, dated 21.10.2022.
5. **Copy of** Akhivpatrika in the name of Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, dated 18.06.2026.
6. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 20.09.2026.

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

1. That originally all that piece and parcel of land bearing Plot No. 71 admeasuring about 1200 Sq Ft, being a portion of entire land bearing Kh. No. 583/3 of Mouza-Nagpur belongs to Nagpur Improvement Trust, Nagpur under its Industrial Basti Scheme.
2. That Nagpur Improvement Trust, Nagpur, initially allotted the schedule plot to Shri. Marotrao Vitthalrao Panchal and accordingly executed a Registered Lease Deed in his favour, which was duly registered in the office of Sub-Registrar Nagpur, at Sr. No.3522, dated 22.12.1965, thereby lease out the schedule plot for the period of 30 years which commencing from 18.02.1958 and ending on 31.03.1988.
3. That Shri. Marotrao Vitthalrao Panchal, thereafter constructed a residential house upon the said Plot in pursuance of the sanctioned building plan and permit duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur, bearing its Permit No.IA/10733/8216, dated 30.11.1976.

4. That Shri. Marotrao Vitthalrao Panchal, had left for heavenly abode on 31.08.2003 and his wife Smt. Sushilabai Marotrao Panchal died on 26.02.2012 consequently upon their death, the aforesaid property inherited by their following legal heirs 1) Sau. Kusum Parmeshwar Wankhede, @ Ku. Kusum Marotrao Panchal, 2) Sau. Kala Chandrashekhar Kalbande @ Ku. Kala Marotrao Panchal, 3) Sau. Pramila Pralhad Mire @ Ku. Pramila Marotrao Panchal and 4) Sau. Meena Suresh Pund @ Ku. Meena Marotrao Panchal, 5) Shri. Kushal Marotrao Panchal and 6) Shr. Dilip Marotrao Panchal, by virtue of intestate succession.
5. That 1) Sau. Kusum Parmeshwar Wankhede, @ Ku. Kusum Marotrao Panchal, 2) Sau. Kala Chandrashekhar Kalbande @ Ku. Kala Marotrao Panchal, 3) Sau. Pramila Pralhad Mire @ Ku. Pramila Marotrao Panchal and 4) Sau. Meena Suresh Pund @ Ku. Meena Marotrao Panchal, thereafter relinquished their undivided share out of the said property in favour of Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, by executing a Registered Relinquishment Deed, which was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 174/2021, dated 07.01.2021.
6. That by virtue of the aforesaid Relinquishment Deed Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, becomes the joint owners of the schedule Plot No. 71.
7. That upon expiry of the original term of lease, the Nagpur Improvement Trust, Nagpur, had executed a Registered Renewal of Lease Deed in favour of Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, the said renewal of lease deed, which was duly registered in the office of Sub-Registrar Nagpur No. 3, at Sr. No. 7040/2022, dated 21.10.2022, thereby lease out the schedule plot for the period of 60 years which commencing from 01.04.1988 and ending on 31.03.2048.
8. That Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, now agreed to sell the southern portion of Plot No. 71 admeasuring about 55.76 Sq. Mtrs (680 Sq. Ft) out of 1200 Sq. Ft to Sau. Soni Pankaj Vaidya, for valued consideration.
9. *It is pertinent to note here that, the present borrower is intended to be purchase half portion of the schedule Plot without any approved sub-division and therefore, the property can be mortgage strictly as per the policy of ICICI Home Finance Ltd., Nagpur*

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. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal** 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. **Sau. Soni Pankaj Vaidya** 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? | Property is in residential Zone of Nagpur Improvement Trust, Nagpur. |
| 5.5 | Whether up to date tax/land revenue has been paid in respect of the property? | Till 2018 |
| 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 31.03.2048 |
| 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: 20.09.2026
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 **Sau. Soni Pankaj Vaidya** 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. Pankaj Vaidya and Sau. Soni Pankaj Vaidya**.

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** Registered Lease Deed executed by Nagpur Improvement Trust, Nagpur in favour of Shri. Marotrao Vitthalrao Panchal, same was duly registered in the office of Sub-Registrar Nagpur, at Sr. No.3522, dated 22.12.1965.
2. **Certified Copy of** Registered Relinquishment Deed executed by 1) Sau. Kusum Parmeshwar Wankhede, @ Ku. Kusum Marotrao Panchal, 2) Sau. Kala Chandrashekhar Kalbande @ Ku. Kala Marotrao Panchal, 3) Sa. Pramila Pralhad Mire @ Ku. Pramila Marotrao Panchal and 4) Sau. Meena Suresh Pund @ Ku. Meena Marotrao Panchal in favour of Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, same was duly registered in the office of Sub-Registrar Nagpur No. 4, at Sr. No. 174/2021, dated 07.01.2021.
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4. **Copy of** Akhivpatrika in the name of Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, dated 18.06.2026.
5. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 20.09.2026.
6. **Copy of** Latest Tax Receipt.
7. **Copy of** Latest Ground Rent receipt.
8. **Draft Copy of** Sale Deed.
9. **Original** NOC for Sale from Nagpur Improvement Trust, Nagpur in respect of proposed sale transaction.
10. **Original** Registered Sale Deed to be executed by Shri. Kushal Marotrao Panchal and Shr. Dilip Marotrao Panchal, in favour of **Shri. Pankaj Ramkrushna Vaidya and Sau. Sonu Pankaj Vaidya**.

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

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NAGPUR
DATE : 20.09.2026

Yours Faithfully,
Sahil M. Bhangde
Sahil M. Bhangde
Advocate
Digitally signed by Sahil M. Bhangde
Date: 2026.09.23 13:17:01 +05'30'