

Sahil M. Bhangde

LL.M

ADVOCATE

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LEGAL SCRUTINY REPORT

Ref. No. : SMB/ICICI-HFC/OCT/2026/15

Date:-13.10.2026

APP No.- 77000374789

APS ID -10352057

To,

ICICI Home Finance Ltd.,

Nagpur

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of Shri. Sanjay Gopalrao Khandare

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s : Shri. Sanjay Gopalrao Khandare
2. Name of the Co-applicant/s: (if any) : Sau. Surekha Sanjay Khandare
3. Type of Loan : Regular LAP
4. Purpose of Loan : Residence LAP
5. Name of the Property Owner/s : Shri. Sanjay Gopalrao Khandare
6. Description of the Property (with Boundaries):

All that piece and parcel of land bearing Plot No. 13 admeasuring about 183.48 Sq. Mtrs (i.e. 1975.00 Sq. Ft), being a portion of entire land bearing Kh. No. 200 of Mouza-Wanadongri, bearing P. H. No. 46, together with R.C.C. construction admeasuring about 96.62 Sq. Mtrs (i.e. 1040.00 Sq. Ft), bearing House/Property No. 2362 of Ward No. 2, situated within the limits of Municipal Council Wanadongri, Tah. Hingna, Dist. Nagpur and same is bounded as under :

On the East : Plot No. 14
On the West : 25 Ft. wide Layout Road
On the North : Plot No. 34
On the South : 25 Ft. wide Layout Road.

7. Nature / Status of the Property : Freehold
8. Type of Property : Commercial

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

- 1) Copy Registered Sale Deed (as Nomenclature Agreement to Sale) executed by Shahakar Gruh Nirman Sahakari Sanstha Maryadit, Nagpur acting through its President Shri. Sewakram Dinbaji Shahkar in favour of Shri. Devchand Raghunathji Walde, which was duly registered in the office of Sub-Registrar Nagpur, at Sr. No. 1430, dated 05.03.1997
- 2) Original Registered Agreement to Sale executed by Shri. Devchand Raghunathji Walde in favour of Shri. Panjabrao Shankarrao Zodape, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3103/2002, dated 29.11.2002.
- 3) Original Registered Sale Deed executed by Shri. Devchand Raghunathji Walde in favour of Shri. Pritam Panjabrao Zodape, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 891/2012, dated 03.03.2012.
- 4) Original Registered Sale Deed executed by Shri. Panjabrao Shankarrao Zodape as an Owner and Sau. Mahanandabai Panjabrao Zodape, Shri. Pritam Panjabrao Zodape and Sau. Varsha Suresh Gajbhiye as a consenting Party in favour of Shri. Sanjay Gopalrao Khandare, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 5270/2017, dated 30.11.2017.
- 5) Original Regularization Letter issued by Nagar Parishad Wanadongri having its Permit No.RL/3815/T.P.D/2023/2024
- 6) Copy of Tax Receipt tax paid for the year 2026-2027, dated 04.09.2026
- 7) Original Title Search Report issued by Adv. Sahil M. Bhangde, dated 13.10.2026.

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

- 1) That originally all that piece and parcel of land bearing Kh. No. 200 of Mouza-Wanadongri, bearing P. H. No. 46 belongs to Shahakar Gruh Nirman Sahakari Sanstha Maryadit, Nagpur, a registered cooperative society, bearing its Registration No. NGP/HSG/384/86.
- 2) That the aforesaid society had laid a layout upon the said entire land and sold out its various plots to its various members.
- 3) That the aforesaid society acting through its President Shri. Sewakram Dinbaji Shahkar had sold out the schedule Plot No. 13 admeasuring about 183.48 Sq. Mtrs to Shri. Panjabrao Shankarrao Zodape, by executing a Registered Sale Deed (Document named as Agreement to Sell), which was duly registered in the office of Sub-Registrar Nagpur, at Sr. No. 1430, dated 05.03.1997.

- 4) That Shri. Panjabrao Shankarrao Zodape had agreed to sell out the schedule **Plot No. 13** to Shri. Devchand Raghunathji Walde, by executing a Registered Agreement to Sale, which was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3103/2002, dated 29.11.2002.
- 5) That in pursuance of the aforesaid Agreement to Sale, Shri. Panjabrao Shankarrao Zodape had sold out the schedule **Plot No. 13** admeasuring about 183.48 Sq. Mtrs to Shri. Devchand Raghunathji Walde, by executing a Registered Sale Deed dated 27.01.2012, which was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 891/2012, dated 03.03.2012.
- 6) That by virtue of the aforesaid Sale Deed Shri. Devchand Raghunathji Balde, becomes the owner of the schedule **Plot No. 13**.
- 7) That Shri. Devchand Raghunathji Walde as a owners and Sau. Mahanandabai Panjabrao Zodape, Shri. Pritam Panjabrao Zodape and Sau. Varsha Suresh Gajbhiye, as a consenting Party had sold out the schedule **Plot No. 13** admeasuring about 183.48 Sq. Mtrs together with R.C.C. construction admeasuring about 96.62 Sq. Mtrs to Shri. Sanjay Gopalrao Khandare, by executing a Registered Sale Deed, which was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 5270/2017, dated 30.11.2017.
- 8) That the aforesaid Plot No. 13 falls within the purview of Maharashtra Gunthewari Development (Regulation, Up-gradation and Control) Act, 2001 and upon payment of necessary development charges by the owner, Nagar Parishad Wanadongri, Nagpur had regularized the schedule Plot No.13 by issuing the regularization letter bearing its Permit No.R.L/3815/T.P.D/2023.24.
- 9) That by virtue of the aforesaid Sale Deed Shri. Sanjay Gopalrao Khandare, becomes the owner of the schedule **Plot No. 13** together with construction standing thereon.
- 10) *It is pertinent to note here that the sanctioned layout plan, non-agricultural order and sanctioned building plan are not placed before me and therefore the ICICI Home Finance should verify the same and its technical report and therefore the present report is strictly subject to technical clearance and as per the policy of ICICI Home Finance Ltd., Nagpur.*
- 11) *It is pertinent to note here that, the document bearing Sr. No. 1430, dated 05.03.1997 is nomenclaturally shown as Agreement to sell, however the content of documents and effect of document is registered Sale Deed, which is subsequently acted upon and therefore, looking to this defect 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. Sanjay Gopalrao Khandare** is the owner of the scheduled of property and he has 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 she will also acquire equally good, valid and marketable title thereto.
- 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? | No |
| 5.5 | Whether up to date tax/land revenue has been paid in respect of the property? | Till 2017 |
| 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? | No |
| 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
- 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
- 5.20 Whether Search Report is obtained and submitted?
- Search Report Details: -**
- Search Conducted Years: 13 years
- Name of the Advocate / Searcher: Adv. Sahil M. Bhangde
- Search Report Date: 13.10.2026
- 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. Sanjay Gopalrao Khandare** would derive a valid, clear, marketable and unencumbered title in the property stated above.

The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower / Co borrower **Shri. Sanjay Gopalrao Khandare**.

The following original documents to be collected by ICICI HFC for creation of **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** Registered Sale Deed (as Nomenclature Agreement to Sale) executed by Shahakar Gruh Nirman Sahakari Sanstha Maryadit, Nagpur acting through its President Shri. Sewakram Dinbaji Shahkar in favour of Shri. Devchand Raghunathji Walde, which was duly registered in the office of Sub-Registrar Nagpur, at Sr. No. 1430, dated 05.03.1997
2. **Original** Registered Agreement to Sale executed by Shri. Devchand Raghunathji Walde in favour of Shri. Panjabrao Shankarrao Zodape, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3103/2002, dated 29.11.2002.
3. **Original** Registered Sale Deed executed by Shri. Devchand Raghunathji Walde in favour of Shri. Panjabrao Shankarrao Zodape, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 891/2012, dated 03.03.2012.
4. **Original** Registered Sale Deed executed by Shri. Panjabrao Shankarrao Zodape as an Owner and Sau. Mahanandabai Panjabrao Zodape, Shri. Pritam Panjabrao Zodape and Sau. Varsha Suresh Gajbhiye as a consenting Party in favour of Shri. Sanjay Gopalrao Khandare, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 5270/2017, dated 30.11.2017.
5. **Original** Regularization Letter issued by Nagar Parishad Wanadongri having its Permit No.RL/3815/T.P.D/2023/2024 on dated 16.11.2023.
6. **Original** Title Search Report issued by Adv. Sahil M. Bhangde, dated 13.10.2026.
7. **Copy of** Latest 7/12 extract.
8. **Copy of** Latest Tax Receipt.

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

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REMARKS (if any): -

NAGPUR

DATE : 13.10.2026

**Sahil M.
Bhangde**

Yours Faithfully,

Digitally signed by Sahil M. Bhangde
Date: 2026.10.15 16:38:22 +05'30'
Sahil M. Bhangde
Advocate