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 B.A.LL.B  
**Advocate**  
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Date :22/09/2026

**LOAN APPLICATION NO. 77000353238**

**LEGAL SCRUTINY REPORT**

**To**

BRANCH MANAGER

ICICI HOME FINANCE COMPANY LTD,

Baramati Branch.

**Dear Sir/Madam ,**

**Legal Scrutiny Report in respect of the file of: 1)Mr. Atul Ganpat Bandgar 2) Mrs. Kirti Atul Bandgar.**

**PART I: PROPERTY DETAILS:**

- 1. Name of the Applicant/Borrower/s : Mr. Atul Ganpat Bandgar**
- 2. Name of the Co-Applciant/s: (if any) : Mrs. Kirti Atul Bandgar**
- 3. Type Of Loan : Plot purchase**
- 4. Purpose of Loan: Plot purchase**
- 5. Name of the Property Owner:** 1)Dilip Jaywant Mohite 2)Pramod Jaywant Mohite 3) Nitin Sharad Vaidya 4)Mohana Sharad Vaidya 5) Sindhubai Jaywant Mohite Land owners through their PA holder and Developer M/s Prakash Homes through one of its partner Haresh Lalchand Lund as developer.
- 6. Description of Property with Boundaries :**

**All that pieces and parcels of Survey NO.27/2/1/A/1 Plot No.60 area adms. 2.39.37 R Sq Mtrs within limits of Village Gopalwadi Tal**

Daund Dist. Pune, belonging to 1)Dilip Jaywant Mohite 2)Pramod Jaywant Mohite 3) Nitin Sharad Vaidya 4)Mohana Sharad Vaidya as partner of M/s Shivananjani Developers 5) Sindhubai Jaywant Mohite Land owners through their PA holder and Developer M/s Prakash Homes through one of its partner Hareish Lalchand Lund.

**And bounded Plot No. 60 as per Draft Copy of Sale deed –**

On or towards East - Plot No. 07

On or towards South - Plot No. 61

On or towards West - Garden area

On or towards North - Plot No. 59

**7. Nature / Status Of The Property:** Freehold

**8. Type Of Property:** Plot Property

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

| <b>Sr.no</b> | <b>Papers and documents</b>                                                                                                                                                                                                                                                                                                                                                                                  | <b>Type of Document</b> |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>A</b>     | Draft Copy of Sale deed executed in <b>1) Mr. Atul Ganpat Bandgar 2) Mrs. Kirti Atul Bandgar &amp; 1)Dilip Jaywant Mohite 2)Pramod Jaywant Mohite 3) Nitin Sharad Vaidya 4)Mohana Sharad Vaidya as partner of M/s Shivananjani Developers 5) Sindhubai Jaywant Mohite Land owners through their PA holder and Developer M/s Prakash Homes through one of its partner Hareish Lalchand Lund as developer.</b> | <b>Xerox</b>            |
| <b>B</b>     | 7/12 Extract of S No.27/2/1/A/1 plot no 60 of village Gopalwadi, Tal – Daund Dist Pune.                                                                                                                                                                                                                                                                                                                      | <b>Xerox</b>            |
| <b>C</b>     | Mutation entry extract                                                                                                                                                                                                                                                                                                                                                                                       | <b>Xerox</b>            |

|   |                                                                                                                                                                                                                                 |              |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| D | Development Agreement executed in between <b>Sindhubai Jaywant Mohite</b> & M/s Prakash Homes through one of its partner Haresh Lalchand Lund vide document no. 5600/2014 dt.30/12/2014.                                        | <b>Xerox</b> |
| E | Power of Attorney executed in between <b>Sindhubai Jaywant Mohite</b> & M/s Prakash Homes through one of its partner Haresh Lalchand Lund vide document no. 5601/2014 dt.30/12/2014.                                            | <b>Xerox</b> |
| F | Development Agreement executed in between <b>Shivranjani Developers</b> through Nitin Sharad Vaidya and others 3 & M/s Prakash Homes through one of its partner Haresh Lalchand Lund vide document no. 5602/2014 dt.30/12/2014. | <b>Xerox</b> |
| G | Power of Attorney executed in between <b>Shivranjani Developers</b> through Nitin Sharad Vaidya and others 3 & M/s Prakash Homes through one of its partner Haresh Lalchand Lund vide document no. 5603/2014 dt.30/12/2014.     | <b>Xerox</b> |
| H | Final Layout approval of order of SDO Daund Purandhar bearing no Final Layout/SR/16/2020 Purandhar dt 01/02/2021                                                                                                                | <b>Xerox</b> |
| I | KAJAPA patrak                                                                                                                                                                                                                   | <b>Xerox</b> |
| J | Zone Certificate of Town planning office Pune dt. 25/05/2011.                                                                                                                                                                   | <b>Xerox</b> |
| K | Layout plan                                                                                                                                                                                                                     | <b>Xerox</b> |

### **PART III: FLOW OF TITLE OF PROPERTY - (HISTORY OF TITLE)**

As per the information given by our **Baramati Branch** and handed over the document related to above mentioned property and told me to take search in respect of above mentioned property and hereinafter schedule.

**In respect of Survey No. 27/2 :**

That the land which is subject of present search report Originally S.No. 487/2 of village Daund area adms 3Acre 26Gunta+P K 0Acre 6Gunta total area adms 3 Acre 31 Gunta was owned by and was belonging to Sindhbai Jaywant Mohite and Kalavati Hari Mohite said owners purchased said land from Baba Shankar Dongare & Jaywant Shankar Dongare in the year 1974. And thereby was standing their name by virtue of M.E. No. 7028.

There after said owners in the year 1976 have taken loan of Rs.11000/- from State Bank of India and said entry was mutated in other right column as per M.E. No.5473. Thereafter in the year 1991 said owners repaid loan taken from State Bank of India and as per said transaction encumbrance of bank was removed as per M.E. no 10875.

Thereafter in the year 1994 as per order of Tahsildar bearing no.Jama /Kavi/277/1994 Daund dt. 20/06/1994 separate revenue village of Gopalwadi came into existence and as per said order S.No.487 was renumbered and said land came within village Gopalwadi as per M.E. No.1. Thus S.No.487/2 got new S.no. 27/2 .

Thereafter in the year in the year 1999 as per application dt 26/04/1999 given by Kalavati Hari Mohite to Tahsildar partition of land S.No.27/2 takes place and land area adms.82 R+PK03R in the name of Kalavati Hari Mohite and area adms. 80R was mutated in the name of Vidya Mahesh Mohite as per M.E.No.474.

Thereafter Kalavati Hari Mohite sold out area adms 40R land out of her share in S.No. 27/2 to Jitendra Meghraj Munot by Register sale deed at Sr.No. 1737/1999 dt. 5/10/1999 as per said transaction name of purchaser Jitendra Meghraj Munot was mutated in record of right as per M.E.No 548.

Thereafter owners in the S.No. 27/2 of village Gopalwadi 1) Sindhbai Jaywant Mohite 2) Kalavati Hari Mohite 3) Jitendra Meghraj Munot 4) Vidya Mahesh Mohite have executed partition deed as per said partition deed 1) Sindhbai Jaywant Mohite has got 1H.63R+PK 0.3R total area adms 1H.66R 2) Kalavati Hari Mohite has got 0H.42R+PK 0.3R total area adms 0H.45R 3) Jitendra Meghraj Munot has got 0H.40R 4) Vidya Mahesh Mohite has got 0H.80R and said partition deed was register in the office of Sub Registrar Daund at Sr.No. 2589/2003 dt 7/08/2003 and as per said partition deed name of owner as per their owned area land was mutated in 7/12 extract as per

M.E.No.1190.

On the same day Vidya Mahesh Mohite sold out area adms 40R land out of her share in S.No. 27/2 to **Shivranjani Developers** through Nitin Sharad Vaidya and others 3 by Register sale deed at Sr.No. 2590/2003 dt. 07/08/2003 as per said transaction name of purchaser **Shivranjani Developers** through Nitin Sharad Vaidya and others 3 was mutated in record of right as per M.E.No 1189.

Thereafter in the year 2005 Jitendra Meghraj Munot sold out area adms 40R land out of her share in S.No. 27/2 to **Shivranjani Developers** through its partners Nitin Sharad Vaidya and others 3 by Register sale deed dt. 22/07/2005 as per said transaction name of purchaser **Shivranjani Developers** through Nitin Sharad Vaidya and others 3 was mutated in record of right as per M.E. No 1415.

Thereafter Vidya Mahesh Mohite sold out area adms 40R land out of her share in S.No. 27/2 to **Shivranjani Developers** through Nitin Sharad Vaidya and others 3 by Register sale deed as per said transaction name of purchaser **Shivranjani Developers** through Nitin Sharad Vaidya and others 3 was mutated in record of right as per M.E. No 1411.

Thereafter in the year 2005 Kalavati Hari Mohite sold out area adms 45R land out of her share in S. No. 27/2 to **Shivranjani Developers** through Nitin Sharad Vaidya and others 3 by Register sale deed as per said transaction name of purchaser **Shivranjani Developers** through Nitin Sharad Vaidya and others 3 was mutated in record of right as per M.E.No 1412. Thus **Shivranjani Developers** through its partners 1)**Dilip Jaywant Mohite** 2)**Pramod Jaywant Mohite** 3) **Nitin Sharad Vaidya** 4)**Mohana Sharad Vaidya** becomes owner of area adms 1H:65R land out of S.No. 27/2.

**In respect of Survey No. 27/1A/1 :**

That the land which is subject of present search report Originally S. No. 487/1/1A/1 of village Daund area adms 1Acre 10 Gunta was owned by and was belonging to Jaywant Keshav Mohite said owners purchased said land from Babasaheb Shankar Dongare in the year 1980. And thereby was standing their name by virtue of M.E. No. 7689.

Thereafter in the year 1994 as per order of Tahsildar bearing no.Jama /Kavi/277/1994 Daund dt. 20/06/1994 separate revenue village of Gopalwadi came into existence and as per said order S.No.487 was renumbered as 27 and said land came within village Gopalwadi as per M.E. No.1.Thus S.No. 487/1/1A/1/1 got new S.no. 27/1/1A/1/1.

While observing M.E. No. 64 As per application of Jaywant Mohite partition takes place as per order of Tahsildar bearing No. Vatap /SR/ 665/95 Daund as per said partition Pramod Jaywant Mohite Got Land area adms 30R and 80 R land remains in the name of said land Jaywant Keshav Mohite.

Thereafter in the year 1996 Jaywant Keshav Mohite died on 9/08/1996 after his death name of his lehal heirs namely **1)Dilip Jaywant Mohite 2)Pramod Jaywant Mohite 3)Sindhubai Jaywant Mohite 4)Sangita Nishikant Patane** was mutated in record of right register as per M.E. No 157.

Thereafter in the year 2012 **1)Dilip Jaywant Mohite 2)Pramod Jaywant Mohite** sold out area adms 00H02R land and 20R and to Lalchand Bakhatrao Lund & Prataprao Bakhatrao Lund by executing sale at Sr.No. 3348/2012 and as per said transaction name of purchaser was mutated in record of right register as per M.E. No 2715.

Thereafter said owner **Sindhubai Jaywant Mohite** decided to develop said land for plotting as well as for Construction so she executed development agreement in respect of land out of S. No. 27/2 area adms 01H:66R land and area adms 10R out of S.No. 27/1A/1 in favor of M/s Prakash Homes through one of its partner Haresh Lalchand Lund and said document register in the office of Sub Registrar Daund at Sr.No. 5600/2014 on the same day land owner **Sindhubai Jaywant Mohite** also executed Power of Attorney in favor of Developer Firm and said document register in the office of Sub Registrar Daund at Sr.No. 5601/2014 dt.30/12/2014.

On the same day **Shivranjani Developers** through its partners **1)Dilip Jaywant Mohite 2)Pramod Jaywant Mohite 3) Nitin Sharad Vaidya 4)Mohana Sharad Vaidya** executed development agreement in respect of land out of S.No. 27/2 area adms 01H:65R land and in favor of M/s Prakash Homes through one of its partner Haresh Lalchand Lund and said document register in the office of Sub Registrar Daund at Sr.No. 5602/2014 on the same day land owner **Shivranjani Developers** through its partners also executed Power of Attorney in favor of Developer Firm and said document register in the office of Sub Registrar Daund at Sr.No. 5603/2014 dt.30/12/2014.

Thereafter PA holder M/s Prakash Homes through one of its partner Haresh Lalchand Lund prepared layout plan of area adms 34100 Sq.Mtrs of Land S.No. 27/2 and 27/1/A/1 and applied for NA permission to SDO Daund Purandhar and said Layout plan was approved and recommended for approval by Town planning Office Baramati vide its letter dated 26/11/2020. Thereafter SDO Daund Purandhar issued Final Layout approval vide its order dt 01/02/2021 bearing No. Final Lay as per order of TILR KAJAP order S.No. area was changed into plots and separate 7/12 extracts of plot no 1 to 87 came into existence and old 7/12 extracts were closed and new S.No. 27/2/1/A/1/1 to S No. 27/2/1/A/1/87 came into existence as per M.E. No 4517. And said plot were mutated in the name of **1) Dilip Jaywant Mohite 2) Pramod Jaywant Mohite 3) Nitin Sharad Vaidya 4) Mohana Sharad Vaidya 5) Sindhubai Jaywant Mohite**. I also observe that developer given to the name project as “**Prime Town**”

Now Developer firm agreed to sale **Survey NO.27/2/1/A/1 Plot No.60 area adms. 2.39.37 R Sq Mtrs** to our borrower **1) Mr. Atul Ganpat Bandgar 2) Mrs. Kirti Atul Bandgar** for the consideration of Rs. 24,00,000/- to that effect both of them have executed draft copy of sale deed but said sale deed till not register in the office of Sub Registrar Daund after register said sale deed our borrower **1) Mr. Atul Ganpat Bandgar 2) Mrs. Kirti Atul Bandgar** will get absolute title to said plot property.

#### **PART IV: EVIDENCE OF TITLE OF PROPERTY**

7/12 Extract of S No.27/2/1/A/1 plot No.60 of village Gopalwadi , Tal – Daund Dist Pune

#### **PART V: OTHER PROVISIONS:**

5.1 Whether provisions of urban land ceiling act are applicable?

**N/A**

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? - **No**
- 5.6 Whether all original documents for last 13/30 years have been scrutinized; if not give reasons? – **Yes**
- 5.7 Whether required documents are available for creating mortgage? – **Sale deed after register**
- 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 but after register Sale deed**
- 5.10 What is the tenure of the land; if it is leased? – No  
years (remaining period)
- 5.11 Whether the land is Adivasi (tribal) land? – **No**
- 5.12 Whether the land /property are joint family property? - **No**
- 5.13 Is land/property/flat is subject to any reservations /acquisitions/requisitions? - **No**
- 5.14 Whether the property has been transferred by a power of attorney (POA) holder of the original land owner in favor of the loan applicant? – **Yes**
- 5.15 Whether the said POA holder has/had authority to sell the property under POA? - **Yes**
- 5.16 Whether POA as recorded in 5.15 is registered? – **Yes**
- 5.17 **Whether SARFAESI Act applicable -YES**
- 5.18 Whether Search Report is obtained and submitted? - **Yes**  
Search Report Details:- MH010582078202627U Receipt no.: 1115478110  
Search Conducted Years: - **13 Years**  
Name of the Advocate / Searcher: - **Adv Santosh Khandekar**  
Search Report Date: 21/09/2026  
Note:
- 5.19 Whether EC is obtained? - **No**  
EC Details:- **N/A**  
No. of Years EC Obtained: - **N/A**

Any Encumbrance to Specify:- N/A

EC Applied by:- N/A

**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 mortgage.

I further certify that **1)Dilip Jaywant Mohite 2)Pramod Jaywant Mohite 3) Nitin Sharad Vaidya 4)Mohana Sharad Vaidya 5) Sindhubai Jaywant Mohite Land owners through their PA holder and Developer M/s Prakash Homes through one of its partner Haresh Lalchand Lund as developer** would derive a valid, clear, marketable and unencumbered title in the Plot property.

The mortgage if created will be available to ICICI HFC Ltd for the liability of the intending Borrower / Co borrower **1) Mr. Atul Ganpat Bandgar 2) Mrs. Kirti Atul Bandgar.**

The following original documents to be collected by ICICI HFC Ltd for creation of mortgage of the said property:-

1. Sale Deed executed in between **1) Mr. Atul Ganpat Bandgar 2) Mrs. Kirti Atul Bandgar and 1)Dilip Jaywant Mohite 2)Pramod Jaywant Mohite 3) Nitin Sharad Vaidya 4)Mohana Sharad Vaidya 5) Sindhubai Jaywant Mohite Land owners through their PA holder and Developer M/s Prakash Homes through one of its partner Haresh Lalchand Lund as developer. along with index II & RR After register.(Original).**
2. **Latest 7/12 Extract of S No.27/2/1/A/1 Plot no 60 of village Gopalwadi , Tal – Daund Dist Pune .(Certified/Digital).**
3. **NOC of M/s Prakash Homes through one of its partner Haresh Lalchand Lund as developer.(Original).**

**Following documents need to be submitted prior to disbursal of loan/at the time of disbursement of the loan**

Following documents are required post disbursal (if Any)

**After register sale deed 7/12 Extract of S No.27/2/1/A/1 Plot no 60 of village Gopalwadi , Tal – Daund Dist Pune in the name of 1) Mr. Atul Ganpat Bandgar 2) Mrs. Kirti Atul Bandgar must be obtained**

**Remarks, if any:-**

**Thanking You,**

Dated.: 22/09/2026

**Yours faithfully**