



Adv. Sandeep Maruti Jadhav

B.A. LL.B. (Spl.)

Office – 395/1B, Unit No.3, Royal Heritage, Assembly Road, Kolhapur. Mob. No.8275026155.

Date:-14/08/2026

LEGAL SCRUTINY REPORT

To,
Credit Manager,
ICICI HOME FINANCE CO. LTD.
Br. Kolhapur.

APP. ID. No.77000335476

Type of Case:-HL- Regular Resale- Purchase

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of **Dayanand Nagoji Patil**

PART I: PROPERTY DETAILS:

1: NAME OF THE APPLICANT/ BORROWERS:

Dayanand Nagoji Patil R/o- Kolhapur

2: NAME OF THE CO-APPLICANT/S BORROWER/S:

Pooja Dayanand Patil R/o –Kolhapur

3: TYPE OF LOAN: Resale- Purchase

4: PURPOSE OF LOAN: Purchase

5: NAME OF THE PROPERTY OWNER/S:

Sanjay Baswani Kurade & Rohidas Baswani Kurade R/o –Kolhapur.

6: DESCRIPTION OF THE PROPERTY: (with Boundaries):

Flat No.2 admeasuring 700.00 Sq. ft situated on First Floor in B Wing of the apartment building known as Landmark Pride constructed on Plot No.3 admeasuring 377.15 Sq. mtrs out of R. S. No.158/1/B/3 (Old R. S. No.352/1/B) at Mouje Gadhinglaj, Tal- Gadhinglaj, Dist- Kolhapur and bounded by-

Toward East- Staircase & Flat No.1 in B Wing

Toward West- Side Margin

Toward South- Side Margin

Toward North- Flat No.2 in A Wing

1. Nature / Status of the Property: Free hold property.

2. Type of Property: Residential

PART II: LIST OF DOCUMENTS SUBMITTED BEFORE ME/US FOR SCRUTINY AND LEGAL OPINION:

For the investigation of the said property and for the purpose of giving the search report of the following documents are perused by me.

- Photocopy of 7/12 extract dated 25/07/2026
- Photocopy of N. A. order dated 25/10/2005
- Photocopy of Sanction plan & Construction permission dated 27/06/2011
- Photocopy of Registered Sale Deed No.2494 dated 10/07/2018
- Draft Copy of Sale Deed

In addition thereto I have obtained search of title, encumbrances for the period of last 13 years is carried out on official website of IGR Maharashtra.

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

I have perused the documents forwarded to me and taken search on official website of IGR Maharashtra and found that Plot No.3 land area admeasuring 377.15 Sq. mtrs out of R. S. No.352/1/B at Mouje Gadhinglaj, Tal- Gadhinglaj, Dist- Kolhapur was owned Nagjyoti @ Sanjeev Krushanrao Biranje prior to year 2014.

Then it reveals that Nagjyoti @ Sanjeev Krushanrao Biranje developed said land by constructing multistoried building thereon as per sanction plan & construction permission from Grampanchayat, Badyachiwadi. After completion of building, Nagjyoti @ Sanjeev Krushanrao Biranje executed Registered Deed of Declaration No.967 dated 10/04/2017. Said property is one of the flat units said building to be known as "Landmark Pride".

Thereafter it seems that Nagjyoti @ Sanjeev Krushanrao Biranje sold Flat No.2 admeasuring 700.00 Sq. ft to Sanjay Baswani Kurade & Rohidas Baswani Kurade by executing Agreement to Sale No.704 dated 15/03/2017 which is registered in the office of Sub- Registrar, Gadhinglaj & Sale Deed No.2494 dated 10/07/2018 which is registered in the office of Sub- Registrar, Gadhinglaj. Thus Sanjay Baswani Kurade & Rohidas Baswani Kurade became owners of said property.

Further it seems from draft copy of sale deed that Sanjay Baswani Kurade & Rohidas Baswani Kurade agreed to sale Flat No.2 i.e. said property to Dayanand Nagoji Patil.

It seems that said land is converted from agricultural to non- agricultural thr order issued by The Collector, Kolhapur vide order No. Karyasan-3/ Binsheti/SR/11/05 dated 25/10/2005.

SEARCH-

I have taken the search of records on official website of IGR Maharashtra and other relevant records for last 13 years up to date by paying necessary search fees.

However, for the safer an Affidavit/Declaration be taken from the owner in respect the said property as regards neither any charge, encumbrances, lien, loan of private persons, financial institutions on anybody else has been created by them or any legal matters civil or criminal pending with respect to the said property.

In my search, I have not come across any cross entry which affects the title of the owner, while verifying the documents.

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

- Registered Sale Deed No.2494 dated 10/07/2018

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 known.**
- 5.6 Whether all original documents for last 13 years have been scrutinized; if not give reasons?.
- 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? _____ years (remaining period)—
Not Applicable.
- 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? **NO**
- 5.16 Whether the said POA holder has/had authority to sell the property under POA? **NO.**
- 5.17 Whether POA as recorded in 5.15 is registered? **N.A.**
- 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 – **Not Applicable.**
- 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 – **Not Applicable.**
- 5.20 Whether Search Report is obtained and submitted? **Yes.**
Search Report Details: -
Search Conducted Years: 2014 to 2026.
Name of the Advocate / Searcher: Adv. Sandeep. M. Jadhav.
Search Report Date: 14/08/2026 vide receipt no. MH001304161202627E
Note: Not Applicable.
- 5.21 Whether EC is obtained? No.
EC Details: - Not Applicable.
No. of Years EC Obtained: Not Applicable.
Any Encumbrance to Specify:
EC Applied by: **NIL**

PART VI: CERTIFICATE:

In view of the foregoing, I/We 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/We further certify that **Dayanand Nagoji Patil will have** derive a valid, clear, marketable and unencumbered title in the property stated above **after execution and registration of sale**

deed in his favor. The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower/Co borrower **Dayanand Nagoji Patil.**

Following documents needs to be submitted prior to disbursal of loan/at the time of disbursement of the loan: -

- Digital recent 7/12 extract
- Original Recent Assessment Extract/ Tax Paid Receipt
- Photocopy of N. A. order dated 25/10/2005
- Photocopy of Sanction plan & Construction permission dated 27/06/2011
- Photocopy of Registered Deed of Declaration No.967 dated 10/04/2017
- Original NOC from Builder for creation of mortgage
- Original Registered Agreement to Sale No.704 dated 15/03/2017 with R. R
- Original Registered Sale Deed No.2494 dated 10/07/2018 with R. R
- Original Registered Sale Deed in the name of borrower with R. R
- Original No encumbrance & no litigation affidavit from vendor.

Following documents are required Post disbursal: (PDD)-

NOTE: This report is subject to documents provided to me for perusal and record available on the IGR website, if any loss suffered due to unavailable entries and corrupted files in the computer system/ website of igrmaharashtra.gov.in, I should not be held responsible. Further, documents placed before me were scanned /xerox copies and I have not verified any original documents and/or its validity.

Remark-

It is to be noted that Maharashtra Apartment ownership Act, is not applicable to rural areas and said property is within limits of Grampanchayat Badyachiwadi, Gadhinglaj. Said fact needs to be considered.

Place – Kolhapur.

Date – 14/08/2026

Sandee
p Maruti
Jadhav

Digitally signed
by Sandeep
Maruti Jadhav
Date: 2026.09.21
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