

Adv. **Santosh Shivaji Khandekar**
B.A.LL.B
Advocate
Mob. no. 9767972506,

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Date : 10/09/2026

Loan Application No. 77000355377

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. Vijay Kaluram Jagdale 2) Mrs. Kaveri Vijay Jagdale.

PART I: PROPERTY DETAILS:

- 1. Name of the Applicant/Borrower/s : 1) Mr.Vijay Kaluram Jagdale**
- 2. Name of the Co-Applicant/s: (if any) : 2) Mrs. Kaveri Vijay Jagdale.**
- 3. Type Of Loan : Commercial LAP**
- 4. Purpose of Loan: Commercial LAP**
- 5. Name of the Property Owner/s : Mr.Vijay Kaluram Jagdale.**
- 6. Description of Property with Boundaries :**

All that pieces and parcels of **Shop No.08 area adms. 13.50 Sq Mtrs** situated upon Ground floor in a Building namely "**Shree Business Class**" Constructed upon Amenity Space Plot No.21 area adm.1513.16 Sq. mtrs. out of Survey No. 276/1/A within the limits of Village Baramati, & expanded area of Municipal Council Baramati, Tal – Baramati, Dist. Pune belonging to **Mr. Vijay Kaluram Jagdale.**

And Plot No. 21 bounded as per Sale Deed as follows –

On or towards East - Plot No. 3,2 & 1
 On or towards South -12 Mtr wide road
 On or towards West -12 Mtr wide road
 On or towards North -Survey No. 275

SCHEDULE II

Shop No.08 area adms. 13.50 Sq Mtrs situated upon Ground floor in a Building namely
"Shree Business Class" Bounded follows :

On or towards East - Shop No. 09
 On or towards South - Passage
 On or towards West - Passage
 On or towards North -Shop No. 07

7. Nature / Status Of The Property: Freehold

8. Type Of Property: Commercial Shop /Halls Property

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

Sr.no	Papers and documents	Type of Document
A	Sale deed at Sr.No.BMT2-2488/2021 dt. 18/03/2021 executed in between Mr. Vijay Kaluram Jagdale & Mr.Sudhir Ramchandra Shinde as developer and as co plot owner & P A holder of Mr. Nitin Ashok Londhe	Xerox
B	Agreement to sale at Sr.No.589/2019 dt. 25/01/2019 executed in between Mr. Vijay Kaluram Jagdale & Mr.Sudhir Ramchandra Shinde as developer and as co plot owner & P A holder of Mr. Nitin Ashok Londhe	Xerox

C	7x12 Extract of Amenity Space Plot No. 21 out of Survey No.276/1/A Village Baramati Tal Baramati Dist Pune .	Xerox
D	Mutation entry extracts	Xerox
E	N.A. order bearing its No. NA/SR/181/2015 Baramati dt.31/10/2015.	Xerox
F	Sale Deed executed between Sudhir Ramchandra Shinde & Nitin Ashok Londhe & Savita @ Vaijayanti Jayant Vairat etc 3 at Sr.No.6404/2016 DT. 16/09/2016.	Xerox
G	Development Agreement At Sr. No. 4497/2017 dt. 28/07/2017 executed by Mr. Nitin Ashok Londhe in favor of Mr.Sudhir Ramchandra Shinde	Xerox
H	Power of Attorney At Sr. No. 4498/2017 dt. 28/07/2017 executed by Mr. Nitin Ashok Londhe in favor of Mr.Sudhir Ramchandra Shinde.	Xerox
I	Commencement Certificate bearing no 10/2017-2018 dt 27/04/2017	Xerox
J	MAHA RERA registration certificate bearing no P52100013095 DT . 14/09/2017.	Xerox
K	Occupancy Certificate bearing No BNP/Karya-14/829/2018 dt.19/09/2018	Xerox
L	Supplementary Development Agreement At Sr. No. 6066/2018 dt. 06/10/2018 executed by Mr. Nitin Ashok Londhe in favor of Mr.Sudhir Ramchandra Shinde	Xerox
M	Confirmation deed at Sr. No. 6067/2018 dt. 06/10/2018 executed by Mr.Sudhir Ramchandra Shinde in favor of Mr. Nitin Ashok Londhe	Xerox

O	Declaration deed at Sr. No.BMT2-8429/2021 dt.21/12/2021 executed by Mr.Sudhir Ramchandra Shinde Mr. Nitin Ashok Londhe	Xerox
P	Building plan	Xerox

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

As per the information given by our **Baramati** Branch office 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.

Originally S. no.276/1/A of Village Baramati was previously owned by Shankar Eknath Pote in the year 1961 said owner made an application for partition for entering names of his family member to said land as per said application name of his three sons 1) Mallikarjun Pote 2) Murlidhar Pote 3)Shreedhar Pote came in the record of right register.

Thereafter Mallikarjun Shankar Pote died on 14/12/1996 and his Heirs Sons 1)Manik Mallikarjun Pote , 2)Shivling Mallikarjun Pote,3) Deepak Mallikarjun Pote 4)Parvin Mallikarjun Pote 5)Uvraj Mallikarjun Pote 6)Married daughter Vijaya Krushnakat Sonane 7)Kanchan Mallikarjun Pote were mutated in the record of right register of Village Baramati by M.E. no 22028 on 12/04/1994 & said entry certified by C.O. Baramati.

Thereafter Murlidhar Shankar Pote died on 17/03/2005 and his heirs Sons 1)Nitin Murlidhar Pote 2)Savita @ Vaijayanti Jayant Vairagde 3)Sangita Sandip Rayate 4)Meera Murlidhar Pote, were mutated in the record of right register of Village Baramati by M.E. no 27621on 05/03/2009 & said entry certified by C.O. Baramati on 12/05/2009.

Thereafter Shreedhar Shankar Pote died on 21/03/2010 and his heirs Sons 1)Shailesh Shreedhar Pote 2) Urmila Chandramohan Shelar 3) Nirmala Shreedhar Pote, 4) Mahesh Shreedhar Pote 5)Nanda Shreedhar Pote But Prior to his death Shreedhar Shankar Pote has made Will deed on 11/01/2010 as per his will deed name of his son Shailesh Shreedhar Pote mutated in the record of right register of Village Baramati by M.E. no 28918 on 10/05/2010 & said entry certified by C.O. Baramati.

Thereafter Heirs of Murlidhar Pote ,Smt.Meera Murlidhar Pote sold her undivided share out of S.no.276/1/A to 1)Savita @ Vaijayanti Jayant Vairagde 2)Sangita Sandip Rayate and Nitin Murlidhar Pote has given consent & said transaction register @ Sr. no. 3895/2013 in the office of sub registrar Baramati. the effect of said transaction mutated as per M.E. no. 31988 on 10/05/2013 & said entry certified on 28/05/2013.

Thereafter Heir of Shreedhar Pote Shailesh Shreedhar Pote sold his undivided share out of S. no.276/1/A to 1)Urmila Chandramohan Shelar 2)Nirmala Shreedhar Pote and said transaction register @ Sr. no. 3896/2013 in the office of sub registrar Baramati. Effect of said transaction mutated as per M.E. no. 31989 on 10/05/2013 & said entry certified on 28/05/2013.

Thereafter in the year 2015 1)Savita @ Vaijayanti Jayant Vairagde 2)Sangita Sandip Rayate 3) Urmila Chandramohan Shelar 4) Nirmala Shreedhar Pote prepared Layout plan of area admeasuring 10071.00 Sq.Mtrs out of S.no.276/1/A and apply for NA permission to Baramati Municipal Council & SDO Baramati and Baramati Municipal Council has recommended for tentative NA permission vide its letter BNP/Karya-14/TRP/1630/2015 dt.07/08/2015 and SDO Baramati issued tentative N.A. order bearing its No. NA/SR/181/2015 Baramati dt. 31/10/2015. Thereafter Final layout sanction by town planning authority Baramati on 07/08/2015. Thereafter Baramati Municipal Council issued Final layout approval letter on 01/03/2016 vide its letter No. BNP/Karya-14/69/2016. And SDO Baramati has issued NA order bearing no.NA/SR/102/2015 dt.06/11/2015. As per the order of Assistant measurement bearing order No. 5007/2015 separate 7/12 extract of every plot came into existence. And effect of said order mutated in the record of right register of Village Baramati as per M.E. No. 34090. I observed that Plot No. 1 to 19 came into existence & Plot No. 21 was Amenity Space.

Thereafter in the year 2016 I observe that Owners of Plot No. 21 i.e. 1) Savita @ Vaijayanti Jayant Vairagde 2)Sangita Sandip Rayate 3)Urmila Chandramohan Shelar 4)Nirmala Shreedhar Pote sold out said Plot to Sudhir Ramchandra Shinde & Mr. Nitin Ashok Londhe. & said transaction register @ Sr. no. 6404/2016 in the office of sub registrar Baramati. the effect of said transaction mutated as per M.E. no. 34490.

As per said transaction Sudhir Ramchandra Shinde & Mr. Nitin Ashok Londhe becomes absolute owner of Amenity Space Plot No. 21 area adm.1513.16 Sq. mtrs.

Thereafter owners Sudhir Ramchandra Shinde & Mr. Nitin Ashok Londhe apply for Construction permission on 24/10/2016 & 30/03/2017 along with building Plan said plan sanction by Municipal Council Baramati & issued Commencement Certificate bearing no.10/2017-2018 on 27/04/2017.

Thereafter I found that Mr. Nitin Ashok Londhe in respect of his $\frac{1}{2}$ share in Plot No. 21 i.e. area admeasuring 756.58 Sq. Mtrs. executed Development Agreement in favor Sudhir Ramchandra Shinde on 28/07/2017 in the office of sub registrar Baramati & said document registered at Sr. No. 4497/2017 & Mr. Nitin Ashok Londhe executed Irrevocable Power of Attorney in favor of Sudhir Ramchandra Shinde on the same day said document also registered in the office of sub registrar Baramati at Sr. No. 4498/2017 as per the development agreement developer agreed to give Construction area to land owner & said area bearing Gala No. 11,12,Clinic 1B upon ground floor & Hall No.1, 2 along with enclosed balcony ,Health Club along with enclosed balcony ,Gents Yoga Centre upon Second floor & from eastern side 3 Four wheeler Parking in parking right as a consideration of land area.

And Sudhir Ramchandra Shinde received Shop no. 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 13, 14, Clinic 1, 1A, 2, 3 upon ground floor, Cyber library upon 1st floor , Ladies Yoga Centre, Health Centre , Dispensary ,Clinic 3C,Clinic 5,Clinic 6,Clinic 4D, Cyber Library 01 Cyber Library 02 ,Ladies Yoga Centre upon 2nd floor and Hall No. 1,2 Health Club,, Cyber Library 01,Gentes Yoga Centre , Ladies Yoga Centre , Cyber Library 02 upon 3rd floor and from eastern side 3 Four wheeler Parking & & Parking of 6 Four wheelers in ground floor in parking right as a consideration as Co-owner & Developer.

Developer given to name said Project as a **“Shree Business Class”** I also observed Sudhir Ramchandra Shinde registered said Project with the Maharashtra Real Estate Regulatory authority on 14/09/2017 bearing registration No. P52100013095.

After completion Baramati Municipal Council Baramati has issued Occupancy Certificate bearing No BNP/Karya-14/829/2018 dt.19/09/2018.

Thereafter said Developer and plot owner executed supplementary Development Agreement in favor Sudhir Ramchandra Shinde on 05/10/2018 in the office of sub registrar Baramati & said document registered at Sr. No. 6066/2018 as per said document developer

agreed to give additional Gents Yoga Centre situated upon 2nd floor as a consideration to plot owner.

Thereafter said Developer and plot owner executed Confirmation Deed on 05/10/2018 in the office of sub registrar Baramati & said document registered at Sr. No. 6067/2018 as per said document both of them made declaration about construction made in the plot No. 21.

Thereafter in the year 2019 developer Mr.Sudhir Ramchandra Shinde in respect of shops allotted to him **Shop No.08 area adms. 13.50 Sq Mtrs** situated upon Ground floor in a Building namely "**Shree Business Class**" executed agreement to sale in favor of Mr.Vijay Kaluram Jagdale and said Agreement to sale register at Sr.No.589/2019 dt. 25/01/2019.

Thereafter in the year 2021 Mr.Sudhir Ramchandra Shinde after receiving full and final payment from Mr.Vijay Kaluram Jagdale executed Sale deed at Sr.No.BMT2-2488/2021 dt. 18/03/2021 as per said transaction **Mr. Vijay Kaluram Jagdale Mr. Vijay Kaluram Jagdale** has got absolute title of said shop property. Now said owner approached to our company for financial Assistance.

PART IV:EVIDENCE OF TITLE OF PROPERTY”

Agreement to sale at Sr.No.589/2019 dt. 25/01/2019 executed in between Mr. Vijay Kaluram Jagdale & Mr.Sudhir Ramchandra Shinde as developer and as co plot owner & P A holder of Mr. Nitin Ashok Londhe.

Sale deed at Sr.No.BMT2-2488/2021 dt. 18/03/2021 executed in between **Mr. Vijay Kaluram Jagdale & Mr.Sudhir Ramchandra Shinde as developer and as co plot owner & P A holder of Mr. Nitin Ashok Londhe**

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, 13 Years**
- 5.7 Whether required documents are available for creating mortgage? – **yes Sale deed**
- 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? – No
years (remaining period)
- 5.11 Whether the land is Adivasi (tribal) land? – **No**
- 5.12 **Whether SARFAESI Act applicable -YES**
- 5.13 Whether the land /property are joint family property? - **No**
- 5.14 Is land/property/flat is 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 land owner in favor of the loan applicant? - **Yes**
- 5.16 Whether the said POA holder has/had authority to sell the property under POA? **Yes**
- 5.17 Whether POA as recorded in 5.15 is registered? - **Yes**
- 5.18 Whether Search Report is obtained and submitted? - **Yes**
Search Report Details:- MH009971662202627U Receipt no.: 1115445160
Search Conducted Years: - **13 Years**
Name of the Advocate / Searcher: - **Adv Santosh Khandekar**
Search Report Date: 10/09/2026
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 **Mr.Vijay Kaluram Jagdale** have derive a valid, clear, marketable and unencumbered title in the said property.

The mortgage if created will be available to ICICI HFC Ltd for the liability of the intending Borrower / Co borrower **1) Mr.Vijay Kaluram Jagdale 2) Mrs. Kaveri Vijay Jagdale.**

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

- 1) Sale deed at Sr.No.BMT2-2488/2021 dt. 18/03/2021 executed in between Mr.Vijay Kaluram Jagdale & Mr.Sudhir Ramchandra Shinde as developer and as co plot owner & P A holder of Mr. Nitin Ashok Londhe along with Index II & registration Receipt **.(Original).**
- 2) Agreement to sale at Sr.No.589/2019 dt. 25/01/2019 executed in between Mr.Vijay Kaluram Jagdale & Mr.Sudhir Ramchandra Shinde as developer and as co plot owner & P A holder of Mr. Nitin Ashok Londhe along with Index II & registration Receipt **.(Original).**
- 3) Latest tax paid receipt of Shop No.08 issued by Baramati Municipal Council **.(Xerox).**

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)

Remarks, if any:-

Thanking You,

Dated:-10/09/2026

Yours faithfully