

PRAVIN D SANGVIKAR
ADVOCATE

"SAMADHAN", N-7, R-28, H-
 15/28, MHADA, H.I.G., CIDCO
 AURANGABAD.

MOBILE NO. 9890337164

LEGAL SCRUTINY REPORT

LAN No:

Date: 03.09.2026

To
The Credit Manager
ICICI HFC Ltd.
Aurangabad.

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of Shri Sandip Pandhari Borkar and Smt Sandhya Sandip Borkar

Application No. 77000343972

PART I: PROPERTY DETAILS:

- 1. Name of the Applicant/Borrower/s : Shri Sandip Pandhari Borkar**
- 2. Name of the Co-applicant/s: (if any): Smt Sandhya Sandip Borkar**
- 3. Type of Loan : HL**
- 4. Purpose of Loan: Builder Purchase**
- 5. Name of the Property Owner/s: M/s Nirman India (A Registered Partnership Firm represented through its partners: Shri Sachin Pandurang Gondale, Shri Siddheshwar Umakant Bhosale, Sau. Yashoda Sandu Sakhare, Sau. Vrushali Kiran Pardeshi, Sau. Archana Hanumant Parkhe, Shri Madhukar Sheshrao Jadhav, and Shri Dnyaneshwar Ramrao Pawar)**
- 6. Description of the Property (with Boundaries):**
 All that piece and parcel of **Flat No. 404**, admeasuring Carpet Area of 74.83 Sq. Meters, on Fourth Floor, A-Wing in the project named 'Venkateshwara Heights', situated on Land Gat No. 172, Plot No. 05, Village Shendra Jahangir, Taluka and District Chhatrapati Sambhajinagar, bounded as under:
 East: Flat No. 403
 West: 45.00 Meter D.P. Road
 South: Side Margin
 North: Flat No. 401
- 7. Nature / Status of the Property: Residential**
- 8. Type of Property: Free Hold**

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

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1. Copy of 7/12 extract for Gut No 172 in the name of M/s Nirman India (A Registered Partnership Firm represented through its partners: Shri Sachin Pandurang Gondale, Shri Siddheshwar Umakant Bhosale, Sau. Yashoda Sandu Sakhare, Sau. Vrushali Kiran Pardeshi, Sau. Archana Hanumant Parkhe, Shri Madhukar Sheshrao Jadhav, and Shri Dnyaneshwar Ramrao Pawar)
2. Copy of Sale Deeds No. 17/1999, 16/1999, 4571/2011, 18/1999, 2050/1999, 3603/2011, and 3590/2013 executed between 01/01/1999 to 14/05/2013 by Predecessor Owners in favour of M/s. Ambarwadikar and Company.
3. Copy of Sale Deed No. 3604/2011 dated 14/10/2011 executed by M/s. Ambarwadikar and Company in favour of Shri Vitthal Kachru and others.
4. Copy of Layout Plan Approval, issued by Assistant Director of Town Planning, Aurangabad, dated 16/02/2015.
5. Copy of NA 44 Order, issued by District Collector, Aurangabad, dated 25/03/2015.
6. Copy of Agreement to Sale No. 2668/2016 dated 14/07/2016 executed by M/s. Ambarwadikar and Company in favour of M/s. Platinum Infra.
7. Copy of Sale Deed No. 3510/2016 dated 06/09/2016 executed by M/s. Ambarwadikar and Company in favour of M/s. Platinum Infra.
8. Copy of NA 42(A) Order, issued by District Collector, Aurangabad, dated 06/05/2017.
9. Copy of Release of Charge Confirmation Letter Reference No. 38/2020-21, issued by Buldana Urban Co-op Credit Society Ltd, dated 06/07/2020.
10. Copy of Sale Deed No. 7116/2022 dated 24/11/2022 executed by M/s Platinum Irfa (Infra) through its Partners Shri Mahesh Subhash Sokhiya (HUF) and Shri Pawan Amritlal Motwani in favour of Shri Sachin Pandurang Gondale, Shri Siddheshwar Umakant Bhosale, Sau. Yashoda Sandu Sakhare, Sau. Vrushali Kiran Pardeshi, Sau. Archana Hanumant Parkhe, Shri Madhukar Sheshrao Jadhav, and Shri Dnyaneshwar Ramrao Pawar.
11. Copy of Building Permission No. AMRDA/B/2023/APL/00353, issued by Chhatrapati Sambhaji Nagar Metropolitan Regional Development Authority (AMRDA), dated 22/11/2023.
12. Copy of Partnership Deed, dated 01/12/2023, executed among Shri Sachin Pandurang Gondale and six other co-owners constituting the firm M/s Nirman India.

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- 13.**Copy of MahaRERA Registration Certificate No. P51500054374, issued by Maharashtra Real Estate Regulatory Authority, dated 18/01/2024.
- 14.**Copy of Deed of Declaration No. 10016/2024 dated 11/11/2024 executed by Shri Sachin Pandurang Gondale and other partners of M/s Nirman India.
- 15.**Copy of Certificate of Registration of Firm (Form 'H') No. AU000013798, issued by Assistant Registrar of Firms, Aurangabad, dated 07/01/2025.
- 16.**Copy of Earnest Money Receipt / Agreement for Sale (Isarpawti) dated 28/04/2026 executed by M/s Nirman India through its Partners in favour of Sau. Sandhya Sandip Borkar and Shri Sandip Pandhari Borkar.

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

- 1.** That, the historical genesis of the subject property reveals that the first known absolute owners, being M/s. Ambarwadikar and Company, systematically acquired vast tracts of contiguous agricultural land situated at Village Shendra Jahangir, Taluka and District Aurangabad, aggregating to an expansive area of 04 Hectares and 26 R across Gat Nos. 171, 172, and 174. The firm executed this acquisition over an extended timeline, stretching from the year 1999 to 2013, through a series of duly executed and registered instruments of conveyance. By a Registered Sale Deed bearing No. 17/1999, 16/1999, 4571/2011, 18/1999, 2050/1999, 3603/2011, and 3590/2013 dated between 01/01/1999 to 14/05/2013, executed between the Predecessor Owners and M/s. Ambarwadikar and Company, the property was devolved and vested absolutely in favour of the said firm. Subsequently, in a partial divestment of their holdings, the firm alienated an admeasuring area of 10.14 R from Gat No. 172 in favour of Shri Vitthal Kachru and others. By a Registered Sale Deed bearing No. 3604/2011 dated 14/10/2011, executed between M/s. Ambarwadikar and Company and Shri Vitthal Kachru and others, the aforementioned portion was transferred, resulting in the retention of a net balance area of 04 Hectares and 15.86 R (equivalent to 41,600 Sq. Meters) earmarked for infrastructural and residential progression.
(Ref: Multiple Registered Sale Deeds of Acquisition and Sale Deed No. 3604/2011 dated 14/10/2011, Sub-Registrar Aurangabad).
- 2.** In pursuit of modern residential colonisation, M/s. Ambarwadikar and Company initiated the statutory conversion of the retained 41,600 Sq. Meters landmass. The Assistant Town Planning Office, Aurangabad, accorded its formal approbation to a comprehensive layout plan encompassing 159 individual demarcated plots on 16/02/2015, establishing a total layout plan area of 39,865 Sq. Meters.

Subsequently, the District Collector, Aurangabad, promulgated the preliminary Non-Agricultural conversion mandate via an NA 44 Order dated 25/03/2015. Encountering complex financial obligations, M/s. Ambarwadikar and Company strategically opted to alienate the entirety of the newly sanctioned "Platinum Square" layout. By a Registered Agreement to Sale bearing No. 2668/2016 dated 14/07/2016, and a subsequent Registered Sale Deed bearing No. 3510/2016 dated 06/09/2016, executed between M/s. Ambarwadikar and Company and the developer consortium M/s. Platinum Infra, the absolute title and developmental privileges were transferred, assigned, and vested unequivocally in favour of M/s. Platinum Infra. Consolidating their statutory compliance, M/s. Platinum Infra procured the final deemed Non-Agricultural imprimatur under the NA 42(A) order rendered by the Collector Office, Aurangabad, on 06/05/2017, authorising exclusive residential utility over the entire layout. **(Ref: Agreement to Sale No. 2668/2016 dated 14/07/2016; Sale Deed No. 3510/2016 dated 06/09/2016; NA 44 Order dated 25/03/2015; NA 42(A) Order dated 06/05/2017).**

3. That, during the interim developmental phase, M/s. Platinum Infra sought commercial financial accommodation from Buldana Urban Co-op Credit Society Ltd., pledging the vast layout as collateral security. By a Mortgage Deed bearing No. AGG-6/3511/35/2016 dated 03/09/2016, executed between M/s. Platinum Infra and Buldana Urban Co-op Credit Society Ltd., a formal encumbrance was formulated for an amount of INR 10,00,00,000/- (Rupees Ten Crores Only). Upon meticulous repayment, the lending institution issued an unequivocal Release of Charge vide Letter Reference No. 38/2020-21 dated 06/07/2020, expressly communicating to the Joint Sub-Registrar, Aurangabad, the complete extinguishment of the mortgage, thereby restoring the layout to an unencumbered, freehold status. **(Ref: Mortgage Deed No. AGG-6/3511/35/2016 dated 03/09/2016; Release of Charge Letter No. 38/2020-21 dated 06/07/2020).**
4. That, possessing an unblemished and marketable title over the constituent units, M/s. Platinum Infra resolved to convey a specifically delineated unit, namely Plot No. 05 admeasuring 1619.040 Sq. Meters from Gat No. 172. By a Registered Sale Deed bearing No. 7116/2022 dated 24/11/2022, executed between M/s Platinum Infra through its partners Shri Mahesh Subhash Sokhiya (HUF) and Shri Pawan Amritlal Motwani as the Vendors, and a consortium of seven individuals

namely Shri Sachin Pandurang Gondale, Shri Siddheshwar Umakant Bhosale, Sau. Yashoda Sandu Sakhare, Sau. Vrushali Kiran Pardeshi, Sau. Archana Hanumant Parkhe, Shri Madhukar Sheshrao Jadhav, and Shri Dnyaneshwar Ramrao Pawar as the Purchasers, the property was devolved absolutely for a total consideration of INR 15,000,000/- (Rupees One Crore Fifty Lakhs Only).

(Ref: Registered Sale Deed No. 7116/2022 dated 24/11/2022, Joint Sub-Registrar Chhatrapati Sambhajinagar 5).

5. That, the aforementioned seven absolute owners collaboratively constituted a Partnership Firm under the name and style of "M/s Nirman India" to jointly develop the said Plot No. 05. By an unregistered Partnership Deed dated 01/12/2023, the owners delineated their respective profit-sharing ratios and development responsibilities. This firm was subsequently formalized by a Certificate of Registration of Firm (Form 'H') bearing Registration No. AU000013798 dated 07/01/2025 issued by the Assistant Registrar of Firms, Aurangabad. Because the landowners themselves constituted the development firm, the share of the owner and the developer is mutually unified at 100 percent in favour of M/s Nirman India, with no separate Development Agreement required for revenue sharing. **(Ref: Partnership Deed dated 01/12/2023; Certificate of Registration No. AU000013798 dated 07/01/2025).**
6. That, to actualize the development, M/s Nirman India procured Building Permission from the Chhatrapati Sambhaji Nagar Metropolitan Regional Development Authority (AMRDA). By a Building Permission bearing Permit No. AMRDA/B/2023/APL/00353 dated 22/11/2023, the authority sanctioned a total built-up area of 5076.05 Sq. Meters. Subsequently, the project was registered with the Maharashtra Real Estate Regulatory Authority. By a MahaRERA Registration Certificate bearing No. P51500054374 dated 18/01/2024, the project named 'Venkateshwara Heights' was officially recorded. The firm further executed a Deed of Declaration to submit the property to the provisions of the Maharashtra Apartment Ownership Act. By a Registered Deed of Declaration bearing No. 10016/2024 dated 11/11/2024, the project comprising a total of 52 Residential Flats and 6 Commercial Shops across Wing-A and Wing-B was formally declared. **(Ref: Building Permission No. AMRDA/B/2023/APL/00353 dated 22/11/2023; MahaRERA Certificate No. P51500054374 dated 18/01/2024; Deed of Declaration No.**

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10016/2024 dated 11/11/2024, Joint Sub Registrar Class-II, Chhatrapati Sambhajanagar 6).

7. That, presently, the absolute owners and developers, M/s Nirman India, have agreed to convey a specific apartment to the prospective borrowers. By an unregistered Earnest Money Receipt / Agreement for Sale (Isarpawti) dated 28/04/2026, executed between M/s Nirman India through its partners as the Sellers, and Shri Sandip Pandhari Borkar alongside Smt Sandhya Sandip Borkar as the Purchasers, Flat No. 404, Fourth Floor, A-Wing, admeasuring 74.83 Sq. Meters, was agreed to be transferred. The total agreed consideration stands at INR 39,20,000/- (Rupees Thirty-Nine Lakh Twenty Thousand Only), out of which an initial earnest quantum of INR 2,10,700/- (Rupees Two Lakh Ten Thousand Seven Hundred Only) has been acknowledged, paving the way for the prospective execution of a Registered Sale Deed. **(Ref: Earnest Money Receipt/Agreement for Sale dated 28/04/2026).**
8. **Executive Summary :** The property identified as Flat No. 404 in 'Venkateshwara Heights', situated on Plot No. 05, Gut No. 172 at Shendra Jahangir, Chhatrapati Sambhajanagar, possesses a clear and marketable title. The root of title traces back to M/s Ambarwadikar and Company, devolving through a series of registered sale deeds to M/s Platinum Infra, and subsequently to the current developer entity, M/s Nirman India. All requisite statutory approvals including AMRDA Building Permission, NA 42(A) Order, and MahaRERA Registration have been successfully procured. An unregistered Earnest Money Receipt (Isarpawti) has been executed in favour of the prospective borrowers, Shri Sandip Pandhari Borkar and Smt Sandhya Sandip Borkar. Subject to the execution of a registered Sale Deed and builder NOC, the property is legally sound for the creation of an equitable mortgage.

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

PART V: OTHER PROVISIONS:

- 5.1 Whether provisions of urban land ceiling act are applicable? **NA**
- 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**

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- 5.5 Whether up to date tax/land revenue has been paid in respect of the property? **Not Produce before me**
- 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**
- 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** (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 Whether SARFAESI Act applicable? **Yes, it is applicable**
- 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 **NA**
- 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 **NA**
- 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. Pravin D. Sangvikar**
 Search Report Date: **03.09.2026**
 Note:
- 5.21 Whether EC is obtained? **Yes**

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EC Details: **No**

No. of Years EC Obtained:

Any Encumbrance to Specify: **No**

EC Applied by:

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 registered/equitable mortgage and the documents of title referred to above are perfect evidence of the title and that if the said registered/equitable mortgage is created in the manner required by law, it would satisfy the requirements of creation of registered/equitable mortgage.

I/We further certify that Mr./Ms **M/s Nirman India (A Registered Partnership Firm represented through its partners: Shri Sachin Pandurang Gondale, Shri Siddheshwar Umakant Bhosale, Sau. Yashoda Sandu Sakhare, Sau. Vrushali Kiran Pardeshi, Sau. Archana Hanumant Parkhe, Shri Madhukar Sheshrao Jadhav, and Shri Dnyaneshwar Ramrao Pawar)** as has/would derive a valid, clear, marketable and unencumbered title in the property/ies stated above.

The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower / Co borrower Mr./Ms. **Shri Sandip Pandhari Borkar and Smt Sandhya Sandip Borkar** as the following original documents to be collected by ICICI HFC for creation of registered/equitable mortgage of the said property: -

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

1. Original Letter of Builder M/s Nirman India (A Registered Partnership Firm represented through its partners: Shri Sachin Pandurang Gondale, Shri Siddheshwar Umakant Bhosale, Sau. Yashoda Sandu Sakhare, Sau. Vrushali Kiran Pardeshi, Sau. Archana Hanumant Parkhe, Shri Madhukar Sheshrao Jadhav, and Shri Dnyaneshwar Ramrao Pawar) that there is no project loan/ mortgage loan in favour of ICICI HFC Ltd., Chhatrapati Sambhajinagar.
2. Original Builder NOC of M/s Nirman India (A Registered Partnership Firm represented through its partners: Shri Sachin Pandurang Gondale, Shri Siddheshwar Umakant Bhosale, Sau. Yashoda Sandu Sakhare, Sau. Vrushali Kiran Pardeshi, Sau. Archana Hanumant Parkhe, Shri Madhukar Sheshrao Jadhav, and Shri Dnyaneshwar Ramrao Pawar) in favour of ICICI HFC Ltd., Chhatrapati Sambhajinagar

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3. Copy of Earnest Money Receipt / Agreement for Sale (Isarpawti) dated 28/04/2026 executed by M/s Nirman India through its Partners in favour of Sau. Sandhya Sandip Borkar and Shri Sandip Pandhari Borkar
4. Original Register Agreement to Sale to be executed by M/s Nirman India (A Registered Partnership Firm represented through its partners: Shri Sachin Pandurang Gondale, Shri Siddheshwar Umakant Bhosale, Sau. Yashoda Sandu Sakhare, Sau. Vrushali Kiran Pardeshi, Sau. Archana Hanumant Parkhe, Shri Madhukar Sheshrao Jadhav, and Shri Dnyaneshwar Ramrao Pawar) in favour of Sau. Sandhya Sandip Borkar and Shri Sandip Pandhari Borkar with Index II and ORR Receipt.

Following document are required for post disbursal

1. Original Register Sale Deed to be executed by M/s Nirman India (A Registered Partnership Firm represented through its partners: Shri Sachin Pandurang Gondale, Shri Siddheshwar Umakant Bhosale, Sau. Yashoda Sandu Sakhare, Sau. Vrushali Kiran Pardeshi, Sau. Archana Hanumant Parkhe, Shri Madhukar Sheshrao Jadhav, and Shri Dnyaneshwar Ramrao Pawar) in favour of Sau. Sandhya Sandip Borkar and Shri Sandip Pandhari Borkar with Index II and ORR Receipt.

PRAVIN
DILIPRAO
SANGVIKAR

Digitally signed by PRAVIN
 DILIPRAO SANGVIKAR
 Issued by SignX
 sub-CA for Class 3 Individual 2022

Adv. Pravin D. Sangvikar

Note: - (It is presumed that documents and information submitted is genuine and present report is prepared as per the best of our know ledge, ability and on the basis of documents submitted and instructions given to us and record on the IGR website, if any loss suffered due to unavailable entries and corrupted files in the computer system/website of igrmaharashtra.gov.in, We should not be held responsible.

We do not claim any authenticity of the information which is out of our reach or kept deliberately out of our reach or the authenticity of the record, except Person/Bank/Financial Institution etc demanding no Person/Bank/Financial Institution etc including Person/Bank/Financial Institution etc claiming through it can claim the opinion.

It is exclusively prepared for the Person/Bank/Financial Institution etc demanding herein. In the process of legal verification of documents, we have relied upon the veracity of contents of documents and have assumed the identity and signatures of the parties, Govt. officers/officials to deeds, documents etc as authentic. All the documents are returned herewith without keeping copies of it,

if any further clarification is required, Please Check and Confirm the Sanction Plan of Building Floor and Completion if there is any Duplication found in both Sanction Plan of Building Floor and Completion, I am not liable for the same.

Adv. Pravin D. Sangvikar

PRAVIN
DILIPRAO
SANGVIKAR

Digitally signed by PRAVIN
 DILIPRAO SANGVIKAR
 Issued by SignX
 sub-CA for Class 3 Individual 2022