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

Office- Shop no. 24, Shalimar Corner,
Near New Court building,
Bhigwan Road Baramati
Email – skhandekar79@gmail.com

Santosh Shivajirao Khandekar
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Date: 2026.09.12 18:39:11 +05'30'

Date : 12/09/2026

LOAN APPLICATION NO. 77000347515

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. Kishor Arjun Dhotre 2)Mrs. Surekha Kishor Dhotre

PART I :PROPERTY DETAILS:

1. **Name of the Applicant/Borrower/s : 1) Mr. Kishor Arjun Dhotre**
2. **Name of the Co-Applicant/s: (if) : 2) Mrs. Surekha Kishor Dhotre**
3. **Type Of Loan : Builder Purchase**
4. **Purpose of Loan: Builder Purchase**
5. **Name of the Property Owner/s : M/s. Pansare Infratech through its partner Mr. Asif Yusuf Shaikh (Pansare)**

SCHEDULE I

Description of Property with Boundaries :

All that piece and parcel of **Flat no. 505** area adms. 46.55 Sq.Mtrs +Balcony area adms. 3.19 Sq Mtrs Carpet area situated on 5th floor in Building Namely **"Spring Village 2 "** constructed Upon Plot No. 1 area adms. 4250.82 Sq mtrs of Gat No. 382/8/2 of Village **Tandulwadi** and Expanded area of Municipal Council Baramati, Tal. Baramati, Dist. Pune.belonging to **M/s. Pansare Infratech (through its partner Mr. Asif Yosuf Shaikh Pansare.**

Upon Plot No. 1 in Gat No. 382/8/2 of village Tandulwadi bounded as follows -

East – Gat No. 382/8 property of Chaitanya Karande
South – 30 Mtr by pass road
West – 9 Mtr internal road
North – Plot No. 2 to 7 out of Gat No. 382/8/2

SCHEDULE II

Flat no. 505 area adms. 46.55 Sq.Mtrs +Balcony area adms. 3.19 Sq Mtrs Carpet area situated on 5th floor in Building Namely **"Spring Village 2 "** bounded as follows :.

East – By building Margin Space
South – By Flat No. 504
West – By Flat No. 506
North – By Building Marginal Space

(Hereafter called and Referred to as the **'Said Property'** for the sake of brevity and convenience)

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

Sr.no	Papers and documents	Type of Document
A	Agreement to Sale at Sr.No.DND-6290/2026 dt. 20/08/2026	**Xerox**

	executed in between **Mr. Kishor Arjun Dhotre and** M/s. Pansare Infratech through its partner Mr. Asif Yosuf Shaikh (Pansare) through his PA holder Ranjeet Anna Sawant.	
B	7/12 extract of Plot No. 1 out of Gat No. 382/8/2 of village Tandulwadi Tal. Baramati, Dist. Pune	**Xerox**
C	Vinishchitikaran Certificate issued by Tahsildar Baramati bearing No. 36/2023 Baramati t. 30/05/2023.	**Xerox**
D	Sanction of Building Permission and commencement Certificate issued by Baramati Municipal Council dt. 31/10/2023.	**Xerox**
C	Building plan	**Xerox**
D	RERA registration certificate bearing No. P52100055479 dt. 02/04/2024.	**Xerox**
E	Register Mortgage at Sr.No. 6001/2024 dt. 30/07/2024 executed by M/s. Pansare Infratech (through its partner Mr. Asif Yosuf Shaikh Pansare in favor of Bank of Maharashtra Branch Pune	**Xerox**
F	Sale deed at Sr.No. 1993/2023 dt. 02/03/2023 executed by Pritam Suryakant Pahade and Sachin Sadashiv Satav in favor of M/s. Pansare Infratech (through its partner Mr. Asif Yosuf Shaikh (Pansare).	**Xerox**
G	Power of attorney in favor at Sr.No. DND-4604/2025 dt. 19/09/2025 executed by M/s. Pansare Infratech through its partner Mr. Asif Yusuf Shaikh (Pansare) in favor of Ranjeet Anna Sawant.	**Xerox**
H	Agreement to sale at Sr.No.DND-3450/2026 dt. 13/05/2026 executed in between Juheb Abdul Shaikh and M/s. Pansare Infratech through its partner Mr. Asif Yosuf Shaikh (Pansare) through his PA holder Ranjeet Anna Sawant.	**Xerox**
I	Cancelation deed at Sr.No.DND-5798/2026 dt. 06/08/2026 executed in between Juheb Abdul Shaikh and M/s. Pansare Infratech through its partner Mr. Asif Yosuf Shaikh (Pansare) through his PA holder Ranjeet Anna Sawant.	**Xerox**

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

WHEREAS as per the documents and information submitted to me it is seen that land bearing Gat No. 382/1, situated at Tandulwadi Taluka Baramati District Pune was owned by Mr. Chaitanya Sitaram Karande.

AND WHEREAS Mr. Chaitanya Sitaram Karande sold OOH 70R land to Mr, Sachin Sadashiv Satav and Mr. Preetam Suryakant Karande vide Sale Deed which is registered in the office of Sub-Registrar Baramati at Sr. No. 5118/2014 on 09/06/2014 and thereby name of Mr. Sachin Sadashiv Satav and Mr. Preetam Suryakant Karande have been mutated on village 7/12 extracts vide M.E. No. 16485

AND WHEREAS, the Sub-Divisional Officer, Baramati, sanctioned a Non-Agricultural (NA) Order bearing No. NA/SR/175/2014, dated 10/11/2014, for Gat No. 382/8 admeasuring 70 R Accordingly, a Mutation Entry bearing No. 14924 was effected on the 7/12 extract.

AND WHEREAS as per Order No. Jamin/Kavi/733/2020, dated 20/07/2020, by the Sub Divisional Officer, Baramati, the non agricultural status for the 7000 Sq. Mites area of Gat No 382/8 held by Mr. Sachin Sadashiv Satav and Mr. Pritam Suryakant Pahade was reversed, and the land was restored to agricultural status. Accordingly, a Mutation Entry bearing No. 20061 was affected on the 7/12 extract, dated 13/02/2023.

AND WHEREAS, Mr. Pritam Suryakant Pahade and Mr. Sachin Sadashiv Satav executed a Registered Sale Deed, Document No. 1993/2023, dated 02/03/2023, SRO Baramati 2, in favor of M/s. Pansare Infratech (a partnership firm, through its partner Mr. Asif Yusuf Shaikh Pansare) for an area admeasuring 70 R (7000 Sq. Mtrs) from Gat No. 382/8 and a Mutation Entry bearing No. 20123 was affected on the 7/12 extract.

AND WHEREAS, a Correction Deed, Document No. 5880/2023, dated 13/07/2023, was executed between Mr. Pritam Suryakant Pahade, Mr. Sachin Sadashiv Satav, and M/s. Pansare Infratech for correction in boundaries of the aforesaid Sale Deed.

AND WHEREAS, as per Order No. 2489/2023, dated 08/08/2023, by the Tahasildar Baramati, the said Gat No. 382/8 was further divided into 382/8/2/Plot No. 1 to Plot No. 15.

Specifically, Plot No. 1 of Gat No. 382/8/2 admeasuring 42.50.82 R (4250.82 Sq. Mtrs) was allotted to M/s. Pansare Infratech. Accordingly, a Mutation Entry bearing No. 20598 was affected on the 7/12 extract, dated 11/08/2023.

AND WHEREAS, the Tahasildar Baramati issued a certificate for non-agricultural user (Vinischiti Pramanpatra) bearing No. Vinischiti/SR/36/2023, dated 30/05/2023, confirming that Gat No. 382/8 admeasuring 7000.00 Sq. Mtrs at Tandulwadi, Tal. Baramati, Dist. Pune, is held by M/s. Pansare Infratech (through its partner Mr. Asif Yusuf Shaikh Pansare) as Occupant Class-I and is free from encumbrances and not tribal land, for residential purposes, under Section 42-A (1) (a) of the Maharashtra Land Revenue Code, 1966.

AND WHEREAS, M/s. Pansare Infratech has proposed to construct a multi-storied building project named "SPRING VILLAGE II" on Plot No. 1 of Gat No. 382/8/2, with a building structure having Lower Ground + Upper Ground Floor + Six Floors and Parking + Six Floors.

AND WHEREAS, the project "SPRING VILLAGE II" on Plot No. 382/8/2 Plot No. 1 at Tandulwadi, Baramati, Pune, has been registered under the Real Estate (Regulation and Development) Act, 2016 (RERA) with Registration Number P52100055479, valid from 02/04/2024 and ending with 31/12/2027.

AND WHEREAS, the Baramati Municipal Council issued a Commencement Certificate bearing Permit No. CAPBC/B/2023/APL/02353, dated 31/10/2023, for the construction of "SPRING VILLAGE II (Mixed)" on Plot No. 1, Gat No. 382/8/2, sanctioning Lower Ground + Upper Ground Floor + First to Sixth Floor Plans.

AND WHEREAS, M/s. Pansare Infratech (through its partner Mr. Asif Yosuf Shaikh Pansare has mortgaged the project land, including "SPRING VILLAGE II A wing" on Plot No. 1 of Gat No. 382/8/2 (admeasuring 45755 Sq. Ft. i.e. 4250.82 Sq. Mtrs), in favor of Bank of Maharashtra Model Colony Branch, Pune, by way of a Registered Simple Mortgage Deed, Document No. 6001/2024, dated 30/07/2024, to secure a Project Term Loan of Rs. 3,00,00,000/-. This mortgage is recorded in the other rights column of the 7/12 extract vide Mutation Entry bearing No. 21800, dated 30/09/2024: This project loan is still continue.

AND WHEREAS, M/s. Pansare Infratech (through its partner Mr. Asif Yusuf Shaikh Pansare) has executed Registered Agreement to sale in respect of Flat no. 505 area adms. 46.55 Sq.Mtrs +Balcony area adms. 3.19 Sq Mtrs Carpet area situated on 5th floor in Building Namely "Spring Village 2 " at Sr.No.DND-3450/2026 dt. 13/05/2026 in favor of Mr. Juheb Abdul Shaikh which is registered at the sub registrar Daund and thereby agreed to Sell the said subject.

AND WHEREAS Mr. Juheb Abdul Shaikh has executed registered Cancellation Deed of Flat No. 505 which was register at Sr.No.DND-5798/2026 dt. 06/08/2026 in favor of M/s. Pansare Infratech (through its partner Mr. Asif Yusuf Shaikh Pansare) which is registered at the sub registrar Daund in respect of Registered Agreement dated 13/05/2026, bearing no. 3450/2026.

AND WHEREAS Mr. Kishor Arjun Dhotre is intended to purchase Caption Flat No. 505 from M/s. Pansare Infratech (through its partner Mr. Asif Yusuf Shaikh Pansare).for the consideration of Rs. 2678700/- and both of them have executed Agreement to sale at Sr.No.DND-6290/2026 dt. 20/08/2026.As per said transaction our borrower has got right to purchase said Flat No. 505.

PART IV:EVIDENCE OF TITLE OF PROPERTY

Agreement to Sale at Sr.No.DND-6290/2026 dt. 20/08/2026 executed in between **Mr. Kishor Arjun Dhotre and** M/s. Pansare Infratech through its partner Mr. Asif Yosuf Shaikh (Pansare) through his PA holder Ranjeet Anna Sawant.

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**

Whether the user land has been converted into Non-Agricultural for Residential use by the order of the competent Authority? **– Said land is converted to Non Agriculture**

5.4 Whether up to date tax/land revenue has been paid in respect of the property? **– Not provided to me**

5.5 Whether all original documents for last 13/30 years have been scrutinized; if not give reasons? **– Not provided to me**

5.6 Whether required documents are available for creating mortgage? –**Yes**

5.7 Whether all the previous owners of the property had the right and competency to transfer the property? **- Yes**

5.8 Whether the proposed mortgage by deposit of title deeds is possible? – **Yes**

5.9 What is the tenure of the land; if it is leased? **–** Not Applicable
years (remaining period)

5.10 Whether the land is Adivasi (tribal) land? **– Not Applicable**

5.11 Whether the land /property are joint family property? **– No**

5.12 **Whether SARFAESI Act applicable -YES**

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
Whether POA as recorded in 5.15 is registered? **– Only to present document**

5.16 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 from Society-NOC to mortgage required from the developer in favor of ICICI Home Finance) Company Ltd. **NOT APPLICABLE**

5.17 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.

5.18 Whether Search Report is obtained and submitted? **- Yes**
Search Report Details:- MH010031765202627U Receipt no.: 1115447535
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? **– Not Applicable in State of Maharashtra**

EC Details:**- Nil**

No. of Years EC Obtained: **- Nil**

Any Encumbrance to Specify:**- Nil**

EC Applied by:**- N/A**

PART IV: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 **M/s. Pansare Infratech.**as plot owner and developer has Valid clear ,Marketable and unencumbered title in the said **Flat Property Subject to loan charge of Bank of Maharshtra.**

The mortgage if created will be available to ICICI HFC Ltd for the liability of the intending Borrower / Co borrower **1)Mr. Kishor Arjun Dhotre 2)Mrs. Surekha Kishor Dhotre .**

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

1. Agreement to Sale at Sr.No.DND-6290/2026 dt. 20/08/2026 executed in between **Mr. Kishor Arjun Dhotre and** M/s. Pansare Infratech through its partner Mr. Asif Yosuf Shaikh (Pansare) through his PA holder Ranjeet Anna Sawant along with index II and RR (Original).
2. Agreement to sale at Sr.No.DND-3450/2026 dt. 13/05/2026 executed in between Juheb Abdul Shaikh and M/s. Pansare Infratech through its partner Mr. Asif Yosuf Shaikh (Pansare) through his PA holder Ranjeet Anna Sawant along with index II and RR (Original).
3. Cancelation deed at Sr.No.DND-5798/2026 dt. 06/08/2026 executed in between Juheb Abdul Shaikh and M/s. Pansare Infratech through its

partner Mr. Asif Yosuf Shaikh (Pansare) through his PA holder Ranjeet Anna Sawant. along with index II and RR (Original).

4. NOC of **M/s. Pansare Infratech**.(Original).
5. Advance payment receipt issued by **M/s. Pansare Infratech.(Original).**
6. **NOC of Bank Of Maharashtra Branch Pune (Original).**

Following documents are required post disbursal (if Any) :

Original NOI executed 1)Mr. Kishor Arjun Dhotre 2)Mrs. Surekha Kishor Dhotre in favor of ICIC HFC ltd .

Remarks, if any:- ICICI HFC can take additional document required for creation mortgage as per their policy.

Thanking You,

Dated .12/09/2026

Yours faithfully

Santosh Shivajirao Khandekar

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