

DROIT LEGAL SOLUTIONS

ADVOCATES HIGH COURT

502, 5th Floor, Paras Business Center, Carter Road no.1, Borivali (E), Mumbai – 400066

Email Id: dls@droitlegals.com

LEGAL SCRUTINY REPORT

Ref. No. DL-26-3191/ 77000341478

Dated: 25th /26th Aug. 2026

Status: Positive

Branch: Andheri

To
ICICI HFC Ltd.
C-23, G Block, Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051.

Dear Sir/Madam

Sub: Legal scrutiny report in respect of Shri. Keshav Deepak Jha & Shri. Vishal Deepak Jha.

PART I: PROPERTY DETAILS:

- 1. Name of the Applicant/Borrower/s:** Shri. Keshav Deepak Jha & Shri. Vishal Deepak Jha.
- 2. Name of the Co-applicant/s: (if any):** NA
- 3. Type of Loan:** Seller BT (ICICI Bank Ltd) (Society Formed).
- 4. Purpose of Loan:** Seller BT (ICICI Bank Ltd) (Society Formed).
- 5. Name of the Property Owner/s:** Shri. Keshav Deepak Jha & Shri. Vishal Deepak Jha.
- 6. Description of the Property:**

Flat No. 304, on 3rd floor, adm. 480 sq. ft. (Super built up area) in building known as “Shree Ganesh Krupa” & society known as Om Shree Ganesh Krupa CHSL, constructed on land bearing Old Survey No. 174, New Survey No. 45, Hissa No. 09, situated at Navghar Road, Bhayandar (East), **Village-Khari**, Tal & Dist. Thane-401105.
- 7. Nature / Status of the Property:** Residential.
- 8. Type of Property:** Residential.

PART II: LIST OF THE DOCUMENTS SUBMITTED TO US FOR LEGAL OPINION.

- 2.1** Copy of Draft Agreement for sale to be executed between Jitendra Kameshwar Roy & Sadhana Jitendra Roy, as the Transferors AND Shri. Keshav Deepak Jha & Shri. Vishal Deepak Jha, as the Transferees
- 2.2** Copy of Agreement for sale cum transfer dated 30/12/2020 (TNN-7-1639-2021) executed between Miss. C. N. Seshakumari, as Transferor AND Jitendra Kameshwar Roy & Sadhana Jitendra Roy, as Transferees.
- 2.3** Copy of Registration receipt bearing no. TNN-7-1639-2021, dated 28/01/2021, for Rs. 25,600/- issued by Joint Sub registrar Thane-7.
- 2.4** Copy of Challan slip dated 31/12/2020 for Rs. 1,00,000/- issued by State Bank of India.
- 2.5** Copy of Index II (TNN-7-1639-2021)
- 2.6** Copy of Share certificate no. 21, dated 29/09/1995 (Dist. no. 101 to 105) issued by Om Shree Ganesh Krupa CHSL.

- 2.7 Copy of Agreement for sale dated 23/09/1994 executed between M/s Patil Bandhu Developers, partnership as Vendor AND Miss. C. N. Seshakumari, as Purchaser.
- 2.8 Copy of Deed of Confirmation dated __/01/1995 (Photo-232/1995) M/s Patil Bandhu Developers, partnership as Vendor AND Miss. C. N. Seshakumari, as Purchaser.
- 2.9 Copy of Registrations receipt bearing no. Photo-232/1995, dated 17/01/1995 for Rs. **1,750/-** issued by Sub Registrar Thane.
- 2.10 Copy of Society Registration certificate of Om Shree Ganesh Krupa CHSL dated 01/08/1995 issued by Sub Registrar Co-op Society Thane.
- 2.11 Copy of Village specimen 7, 7A & 12 extract.
- 2.12 Copy of NOC for **construction dated __** issued by Grampanchayat Navghar **(Illegible copy)**.
- 2.13 Copy of Property tax bill for 2026-2027, for Rs. 4,732/- issued by Mira Bhayander Municipal Corporation.
- 2.14 Copy of LOD dated 24/08/2026, issued by ICICI Bank limited, in the name of Mr. Jitendra Lameshhwar Roy. (System generated).

PART III: FLOW OF TITLE OF PROPERTY:

- 3.1 As per the documents it appears that, Bhaskar Patil, Ramchandra Patil & Krishna Patil were the owners of land bearing Old Survey No. 174, New Survey No. 45, Hissa No. 09, situated at Navghar Road, Bhayandar (East), Village-Khari, Tal & Dist. Thane-401105. **(Name reflects on 7/12 extract)**.
- 3.2 It appears that said Bhaskar Patil, Ramchandra Patil & Krishna Patil formed partners in the name of M/s Patil Bandhu Developers, partnership
- 3.3 Said M/s Patil Bandhu Developers, partnership obtained permission and constructed building thereon.
- 3.4 By an Agreement for sale dated 23/09/1994 registered with Deed of Confirmation dated **17/01/1995** (Photo-232/1995) said M/s Patil Bandhu Developers, partnership as sold Flat No. 304, on 3rd floor, adm. 480 sq. ft. (Super built up area) in building known as “Shree Ganesh Krupa” to Miss. C. N. Seshakumari.
- 3.5 By registered Agreement for sale cum transfer dated 30/12/2020 (TNN-7-1639-2021) said Miss. C. N. Seshakumari sold Flat No. 304, on 3rd floor, adm. 480 sq. ft. (Super built up area) in building known as “Om Shree Ganesh Krupa” & society known as Om Shree Ganesh Krupa CHSL to Jitendra Kameshwar Roy & Sadhana Jitendra Roy. **(Note- balance amount of Rs. 17,00,000/- will be paid within 60 working days from the date of registration by way of loan from Bank/FI).**
- 3.6 By a Draft Agreement for sale to be executed between Jitendra Kameshwar Roy & Sadhana Jitendra Roy, has agreed to sell Flat No. 304, on 3rd floor, adm. 480 sq. ft. (Super built up area) in building known as “Om Shree Ganesh Krupa” & society known as Om Shree Ganesh Krupa CHSL to Shri. Keshav Deepak Jha & Shri. Vishal Deepak Jha **(Note- balance amount of Rs. 61,89,000/- will be paid within 60 working days from the date of registration by the way of availing housing loan or from any other sources).**
- 3.7 All the Flat purchasers of said building formed society in the name of Om Shree Ganesh Krupa (Regn No. TNA/(TNA)/HSG/(TC)/ 7745 of 1995-1996) and said society issued Share certificate no. 21, dated 29/09/1995 (Dist. no. 101 to 105) in the name of Miss. C. N. Seshakumari .
- 3.8 Said flat is mortgaged with **ICICI Bank Ltd. Obtain no dues letter.**

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

Registered Agreement for sale to be executed between Jitendra Kameshwar Roy & Sadhana Jitendra Roy, as the Transferors AND Shri. Keshav Deepak Jha & Shri. Vishal Deepak Jha, as the Transferees, **along with registration receipt, stamp duty paid receipt and Index II. (Subject to Remarks).**

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? Documents not on record.
- 5.6 Whether all original documents for last 13/30 years have been scrutinized; if not give reasons? Original will be verified during vetting.
- 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? N.A.
- 5.11 Whether the land is Adivasi (tribal) land? N.A.
- 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? N.A.
- 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? N.A.
- 5.16 Whether the said POA holder has/had authority to sell the property under POA? N.A.
- 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:- **from Society.**
- 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: N.A.
- 5.20 Whether Search Report is obtained and submitted? Separate Search report will be issued in this regard.
Search Report Details: As per search report to be issued separately.
Search Conducted Years: 13 years.
Name of the Advocate / Searcher: As per search report to be issued separately.
Search Report Date: As per search report to be issued separately.
Note: As per search report to be issued separately.
- 5.21 Whether EC is obtained? N.A.

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, assuming that same is to be genuine, 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. Subject to the remarks, receipt of below mentioned documents.

I/We further certify that **Shri. Keshav Deepak Jha & Shri. Vishal Deepak Jha** 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 **Shri. Keshav Deepak Jha & Shri. Vishal Deepak Jha**.

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

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

1. **Original** Agreement for sale to be executed between Jitendra Kameshwar Roy & Sadhana Jitendra Roy, as the Transferors AND Shri. Keshav Deepak Jha & Shri. Vishal Deepak Jha, as the Transferees, **Along with Registration receipt Stamp duty paid receipt & Index-II**
2. Copy of Agreement for sale cum transfer dated 30/12/2020 (TNN-7-1639-2021) executed between Miss. C. N. Seshakumari, as Transferor AND Jitendra Kameshwar Roy & Sadhana Jitendra Roy, as Transferees.
3. Copy of Registration receipt bearing no. TNN-7-1639-2021, dated 28/01/2021, for Rs. 25,600/- issued by Joint Sub registrar Thane-7.
4. Copy of Challan slip dated 31/12/2020 for Rs. 1,00,000/- issued by State Bank of India.
5. Copy of Index II (TNN-7-1639-2021)
6. Copy of Deed of Confirmation dated _/01/1995 (Photo-232/1995) M/s Patil Bandhu Developers, partnership as Vendor AND Miss. C. N. Seshakumari, as Purchaser. **Along with stamp duty paid receipt**
7. Copy of Registrations receipt bearing no. Photo-232/1995, dated 17/01/1995 for Rs. 1,750/- issued by Sub Registrar Thane.
8. Copy of Agreement for sale dated 23/09/1994 executed between M/s Patil Bandhu Developers, partnership as Vendor AND Miss. C. N. Seshakumari, as Purchaser. **Along with stamp duty paid receipt**
9. Copy of Share certificate no. 21, dated 29/09/1995 (Dist. no. 101 to 105) issued by Om Shree Ganesh Krupa CHSL. **(Read with Remark-1)**
10. **Original** Indemnity bond **(Read with Remark-2)**
11. **Original** LOD dated 24/08/2026, issued by ICICI Bank limited, in the name of Mr. Jitendra Lameshhwar Roy. (System generated).

Following documents are required post disbursal: (After BT):-

1. **Original** Agreement for sale cum transfer dated 30/12/2020 (TNN-7-1639-2021) executed between Miss. C. N. Seshakumari, as Transferor AND Jitendra Kameshwar Roy & Sadhana Jitendra Roy, as Transferees.
2. **Original** Registration receipt bearing no. TNN-7-1639-2021, dated 28/01/2021, for Rs. 25,600/- issued by Joint Sub registrar Thane-7.
3. Copy of Challan slip dated 31/12/2020 for Rs. 1,00,000/- issued by State Bank of India.
4. **Original** Index II (TNN-7-1639-2021)
5. **Original** Deed of Confirmation dated _/01/1995 (Photo-232/1995) M/s Patil Bandhu Developers, partnership as Vendor AND Miss. C. N. Seshakumari, as Purchaser. **Along with stamp duty paid receipt**
6. **Original** Registrations receipt bearing no. Photo-232/1995, dated 17/01/1995 for Rs. 1,750/- issued by Sub Registrar Thane
7. **Original** Agreement for sale dated 23/09/1994 executed between M/s Patil Bandhu Developers, partnership as Vendor AND Miss. C. N. Seshakumari, as Purchaser **Along with stamp duty paid receipt**
8. **Original** Share certificate no. 21, dated 29/09/1995 (Dist. no. 101 to 105) issued by Om Shree Ganesh Krupa CHSL (**Read with Remark-1**)
9. **Original** NOC for Mortgage issued by Om Shree Ganesh Krupa CHSL
10. **Original** No dues letter issued by ICICI Bank Ltd.

Remarks: -

1. Kindly **Obtain** share certificate duly transferred in the name of Jitendra Kameshwar Roy & Sadhana Jitendra Roy.
2. Kindly note that latest property tax bill of 2026-2027 still issued in **the name of owner** Miss. C. N. Seshakumari. **Kindly verify about transfer of tax bill/Gharpatti in the name of present owners. As per mail confirmation present owner haven't changed the name on tax bill however the buyer will get it done till the next year updation additionally same will be covered under indemnity bond**
3. Kindly note that we have not been provided with OC **As per mail confirmation said property was constructed in 1995, there is no OC additionally same has been approved by the Technical team**
4. Kindly note in the provided Agreement for sale dated 23/09/1994, village is mentioned as **Bhainder**, whereas in registered Agreement for sale cum transfer dated 30/12/2020 (TNN-7-1639-2021), Village-**Khari** is mentioned. **As per Mail confirmation correct Village is Khari**

Disclaimer:

This report has been prepared from the documents and data provided to us as mentioned in above points. Information is believed to be reliable, but please note that no representation or warranty is made by us regarding accuracy or reliability data/content of the documents. In no event the liability of Droit Legal Solutions, its partners, officers or employees for any damages for whatever cause shall exceed the amount charged by Droit Legal Solutions for making this report available.

Place: Mumbai

Droit Legal Solutions

VIMLENDRAK
UMAR
RAMESHCHAND
DUBE
Digitally signed by
VIMLENDRAKUMA
R RAMESHCHAND
DUBE

Dated: 25th /26th Aug. 2026

Advocate