



RASHMI WADEKAR & CO.

ADVOCATE HIGH COURT

Office 405, 4th floor, Nirma Plaza,
Makwana Road, Andheri East,
Mumbai-400059.

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APP No: 77000348890

Date: -8th /26th September, 2026

Ref. No. RW-2026

Status-Positive

To

ICICI HFC Ltd.,
C-23, G-Block, Bandra Kurla Complex, Bandra
(East), Mumbai-400051.

Dear Sir/Madam,

**Legal Scrutiny Report in respect of the file of MISS. AASHWINI LAXMAN NEVREKAR AND
SMT. URVASHI LAXMAN NEVREKAR**

PART I: PROPERTY DETAILS:

- 1. Name of the Applicant/Borrower/s: MISS. AASHWINI LAXMAN NEVREKAR**
- 2. Name of the Co-applicant/s: SMT. URVASHI LAXMAN NEVREKAR**
- 3. Type of Loan: RESALE**
- 4. Purpose of Loan: HL**
- 5. Name of the Property Owner/s: MISS. AASHWINI LAXMAN NEVREKAR AND
SMT. URVASHI LAXMAN NEVREKAR**
- 6. Description of the Property (with Boundaries):**

Legal Verification of Documents with respect to property being a Flat No. 308, on 3rd Floor, adm. 345 Sq. Ft. i.e. 32.06 Built Up Area, in the Building known as "Om Apartment" of Society known as "Om Mahavir Co. Op. Hsg. Soc. Ltd." situated at Navghar Cross S. V. Road, Bhayandar (East) and building is constructed on land bearing Old Survey No. 169, New Survey No. 32, Hissa No. 11 of Village Khari, Taluka & District Thane.

7. **Nature/Status of the Property: RESIDENTIAL**

8. **Type of Property: FREEHOLD RESIDENTIAL**

**PARTII:LISTOFDOCUMENTSSUBMITTEDBEFOREME/USFORSCRUTINYANDLE
GALOPINION:(SPECIFYTHEDOCUMENTSAREORIGINALORXEROX)**

1. Copy of Adequately Stamped /Adjudicated Agreement for Sale dated 12th January,1993 between M/s. Mahavir Enterprise (therein referred to as the Vendors) And Mrs. Premlatha Shekhar Shetty (therein referred to as the Purchaser). **(Paid Deficit stamp duty of Rs.1210/- and penalty of Rs.2420/- as decided by Collector of Stamps, Thane vide Challan No. 93 and 94 on 17/12/2011).**
2. Copy of Death Certificate of Mrs. Premlatha Shekhar Shetty died on 06-01-2017. **(inDeath Certificate her name written as Prema).**
3. Copy of Ration Card of Shetty Family.
4. Copy of Registered General Power of Attorney (Without Consideration) dated 24th March, 2023 executed by Mr. Shekhar Vasu Shetty in the favour of Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty. (Reg. BBE-1/2535/2023).
5. Copy of Registered Deed of Release dated 23rd May, 2023 between Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty and Mrs. Sarika Dhananjay Pande, (nee) Sarika Shekhar Shetty and Mrs. Renuka Simantkumar Sharma (nee) Renuka Shekhar Shetty (therein referred to as the Releasor) And Mr. Shekhar Vasu Shetty (therein referred to as the Releasee). (Reg. TNN-7/9773/2023).
6. Copy of Notarised Affidavit dated 23rd May, 2023 executed by 1) Mr. Shekhar VasuShetty (Husband) , 2) Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty ,3)Mrs. Sarika Dhananjay Pande, (nee) Sarika Shekhar Shetty and 4) Mrs. Renuka Simantkumar Sharma (nee) Renuka Shekhar Shetty.
7. Copyof Draft Agreement for Sale between Mr. Shekhar Vasu Shetty through his Power of Attorney Holder Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty (therein referred to as the Transferor) And Miss. Aashwini Laxman Nevrekar and Smt. Urvashi Laxman Nevrekar (therein referred to as the Transferees).
8. Copy of Share Certificate No. 024 issued by “Om Mahavir Co. Op. Hsg. Soc.Ltd.”

9. Copy of Public Notices published in two daily local news papers viz- Mumbai Lakshadeep and Active Times both dated 26-07-2026.
10. Copy of No Claim Certificate dated 31st August, 2026 issued by R.L. Mishra
11. Copy of Undated Title Certificate issued by Adv.H. H.Sharma.
12. Copy of 7/12 extract – mutated in the name of society

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

- a) We have perused the aforesaid documents and we find that, by various diverse deeds and documents, Shri Gajanan M. Patil has executed Deed of Conveyance dated Sept. 1988 which has been registered on 16-12-88 in the office of Sub Registrar Thane under S. N. 7595/88 in favour of Shreepat M. More and Shreepat M. More has executed an Agreement for sale dated 17th June 1990 in favour of **M/s. Mahavir Enterprises** of Bhayander Dist. Thane. And in pursuance with the said agreement dated 17th June 90, Shreepat M. More has executed an Irrevocable General Power of Attorney on 24th July 90 executed before executive Magistrate Thane.
- b) Whereas Shri Jaywant A. Patil of Bhayander Dist. Thane has executed Deed of Conveyance dated Sept. 1988 in favour of Shri. Shreepat M. More, which has been regd. on 16-12-88 under s.n. 7594/88 in the office of sub. registrar Thane and Shreepat M. More has executed an Agreement dated 17th June 1990 Shreepat M. More has executed an Irrevocable General Power of Attorney on 23rd July 1990 executed before Executive Magistrate Thane in favour of **M/s. Mahavir Enterprises** And now **M/s. Mahavir Enterprises** are in actual and physical possession of the said properties.
- c) Pursuant to that M/s. Mahavir Enterprise, got the development plans and specifications approved from the competent authority and constructed a building thereon known as “**OM APARTMENT**” on the said Property.
- d) We have perused Undated Title Certificate issued by Adv. H. H. Sharma.; inter alia certifying the title as therein stated.
- e) By and under Adequately Stamped/Adjudicated Agreement for Sale dated 12th January, 1993, Mrs. Premalatha Shekhar Shetty acquired Flat No. 308, on 3rd Floor, adm. 345 Sq. Ft. i.e. 32.06 Built Up Area, in the Building known as “Om Apartment” situated at Navghar Cross S. V. Road, Bhayandar (East) and building is constructed on land bearing Old Survey No. 169, New Survey No. 32, Hissa No. 11 of Village Khari, Taluka

& District Thane from M/s. Mahavir Enterprise for consideration and upon terms and conditions therein contained. **(THE SAID AGREEMENT IS ONE EXECUTED UNDER MOFA).**

- f) Thereafter society called “Om Mahavir Co. Op. Hsg. Soc. Ltd.” has been formed and registered on 04-03-1994 having registration No. TNA/(TNA)/HSG/(TC)/ 6777 of 1993-1994 and becoming member of the said society, society has issued 5 fully paid up shares of Rs.50/-each bearing distinctive nos. 116 to 120 (both inclusive) held under Share Certificate No.024 issued in the name Mrs. Premalatha Shekhar Shetty on 03-10-1995.
- g) Thereafter Mrs. Premalatha Shekhar Shetty died Intestate on 06-01-2017 leaving behind his only legal heirs i.e. Mr. Shekhar Vasu Shetty (Husband), and Three Daughters Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty, Mrs. Sarika Dhananjay Pande, (nee) Sarika Shekhar Shetty and Mrs. Renuka Simantkumar Sharma (nee) Renuka Shekhar Shetty. **(As per death Certificate deceased name is Prema and not Premalatha – Since release deed is already executed cover under Indemnity – In Ration Card also name of one of the daughter Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty, is missing- Since old Document and she has made party to release kindly cover under Indemnity)**
- h) Thereafter Society transferred said Shares to Mr. Shekhar Vasu Shetty on 19-08-2018.
- i) By and under Registered General Power of Attorney (Without Consideration) dated 24th March, 2023 Mr. Shekhar Vasu Shetty nominate, constitute and appoint Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty as his lawful Attorney and on his name and on his behalf to do and cause to be done and executed all alternate or any acts deeds, matters and things with respect to said Property.
- j) Vide Registered Deed of Release dated 23rd May, 2023 Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty and Mrs. Sarika Dhananjay Pande, (nee) Sarika Shekhar Shetty And Mrs. Renuka Simantkumar Sharma (nee) Renuka Shekhar Shetty have declared that they surrendered/transferred/released and assigned all their undivided entitled equal ancestral/inheritance their 75% Shares, lease/ownership rights, claims, title and interest in the said Flat in favour of Mr. Shekhar Vasu Shetty H/o. Mrs. Premalatha Shekhar Shetty.
- k) Whereas Mr. Shekhar Vasu Shetty become Sole & Absolute owner of said Property. Get reverse side of Share Certificate duly updated in the name of Releasee.

- l) Public Notices published in two daily local news papers viz- Mumbai Lakshadeep and Active Times both dated 26-07-2026 declaring legal heirs and upon completion of Notice period No Claim Certificate dated 31st August, 2026 issued by R.L. Mishra.
- m) By and under Draft Agreement for Sale, Miss. Aashwini Laxman Nevrekar and Smt. Urvashi Laxman Nevrekar have agrees to acquire said Flat and Shares from Mr.Shekhar Vasu Shetty through his Power of Attorney Holder Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty for consideration and upon terms and conditions therein contained. **Provided is Draft Agreement, kindly obtain Duly stamped and registered agreement in accordance with Law. POA to be documented at the time of registration.**
- n) **Occupancy Certificate is not available for perusal. Get technical aspects verified internally at your end.**

PARTIV:EVIDENCE OF THE TITLE OF PROPERTY:

Miss. Aashwini Laxman Nevrekar and Smt. Urvashi Laxman Nevrekar have agrees to acquire said Flat and Shares from Mr.Shekhar Vasu Shetty through his Power of Attorney Holder Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty **(Subject to Registered Agreement for Sale)** and we have initiated Searches and Will share Search report separately with challan, Report is subject to searches.

PART V: OTHER PROVISIONS:

- 5.1 Whether provisions of urban land ceiling act are applicable ?**NO**
- 5.2 Whether any property/ies intend tobegivenassecurityissubjecttoanyminor'sclaim/share?**NO**
- 5.3 Whether the property is affected by any revenue and tenancy regulations; if yes then to what extent? **N.A.**
- 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 upto date tax/land revenue has been paid in respect of the property?
Documents Not on records.
- 5.6 Whether all original documents for last13/30years have been scrutinized ;if not give reasons?

Vetting Report will be issued for Originals.

- 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) –**N.A.**
- 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? **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:- **NOC from SOCIETY must be obtained**
- 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 regards.
Search Report Details: -**As per search report to be issued separately**
Search Conducted Years: **13 yrs.**
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, 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 **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 Mr. /Mrs.: **MISS. AASHWINI LAXMAN NEVREKAR AND SMT. URVASHI LAXMAN NEVREKAR** 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. /Mrs.: **MISS. AASHWINI LAXMAN NEVREKAR AND SMT. URVASHI LAXMAN NEVREKAR**.

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

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

1. Original Adequately & Collector Stamped Agreement for Sale dated 12th January, 1993 between M/s. Mahavir Enterprise (therein referred to as the Vendors) And Mrs. Premlatha Shekhar Shetty (therein referred to as the Purchaser). (**Paid Deficit stamp duty of Rs.1210/- and penalty of Rs.2420/- as decided by Collector of Stamps, Thane vide Challan No. 93 and 94 on 17/12/2011**). AND Cover Non-Registration Under Indemnity
2. Copy of Death Certificate of Mrs. Premlatha Shekhar Shetty died on 06-01-2017.
3. Original /Copy of Registered General Power of Attorney (Without Consideration) dated 24th March, 2023 executed by Mr. Shekhar Vasu Shetty in the favour of Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty. (Reg. BBE-1/2535/2023). Along with RR, SDR and Index-II.
4. Original Registered Deed of Release dated 23rd May, 2023 between Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty and Mrs. Sarika Dhananjay Pande, (nee) Sarika Shekhar Shetty and Mrs. Renuka Simantkumar Sharma (nee) Renuka Shekhar Shetty (therein referred to as the

Releasor) And Mr. Shekhar Vasu Shetty (therein referred to as the Releasee). (Reg. TNN-7/9773/2023). Along with RR, SDR and Index –II.

5. Original Notarised Affidavit dated 23rd May, 2023 executed by 1) Mr. Shekhar VasuShetty (Husband) , 2) Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty ,3)Mrs. Sarika Dhananjay Pande, (nee) Sarika Shekhar Shetty and 4) Mrs. Renuka Simantkumar Sharma (nee) Renuka Shekhar Shetty.
6. Original Registered Agreement for Sale between Mr. Shekhar Vasu Shetty through his Power of Attorney Holder Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty (therein referred to as the Transferor) And Miss. Aashwini Laxman Nevrekar and Smt. Urvashi Laxman Nevrekar (therein referred to as the Transferees). Along with RR, SDR and Index –II. **READWITH** Power Of Attorney Executed in favor of Mrs. Mallika Sachin Gangan (Nee) Mallika Shekhar Shetty
7. Original Public Notices published in two daily local news papers viz- Mumbai Lakshadeep and Active Times both dated 26-07-2026.
8. Original No Claim Certificate dated 31st August, 2026 issued by R.L. Mishra.
9. Copy of Ration Card of Shetty Family
10. Original Share Certificate No. 024 issued by “Om Mahavir Co. Op. Hsg. Soc. Ltd.” duly transferred in the name of your Customers.
11. Original NOC from the **SOCIETY** addressed to the ICICI HFC., inter alia, granting its consent for creation of mortgage in your favour.
12. Original Notarized Indemnity bond to cover Part –III (e) point.
13. Copy of Construction Permission/ Occupancy Certificate(as approved by TechTeam).
14. Copy of Latest Property Tax/ Society Maintenance Receipt.

Following documents are required post disbursal: (ifany):-

N.A.

Disclaimer

The report is based on the representations made in the copies of the documents submitted by you and no separate verification of original documents is carried out and no

responsibility is taken for a false statements, misrepresentation or submission made in the documents submitted or for fraudulent documents submitted by the borrower. Also the documents perused do not reflect any violations of any of the statutes or do not demonstrate any irregularities in respect thereof.

We have perused copies of the documents forwarded to us. Subject to the above, the title to said property is free from all sorts of encumbrances ,lien, charges, mortgages, etc .The Borrower is having valid, absolute, clear and marketable title to the property.

REMARKS (if any):-

Yours Faithfully,

Rashmi
Chandrakant
Wadekar
Advocate
Digitally signed
by Rashmi
Chandrakant
Wadekar
Date: 2026.09.26
17:21:38 +05'30'