

LEGAL SCRUTINY REPORT

Application No: 77000330373

Date: 19/09/2026

To,

ICICI Home Finance Ltd.

Vasai.

Dear Sir/Madam,

Subject: Legal Scrutiny Report of Mr. Vijay Ganpat Kini.

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s: **Mr. Vijay Ganpat Kini.**
2. Name of the Co-applicant: **Mrs. Mansi Vijay Kini.**
3. Type of Loan: **Home Loan.**
4. Purpose of Loan: **Builder Non APF.**
5. Name of the Property Owner/s: **M/s. Mourya Developer**
6. Name of the proposed Owner/s: **Mr. Vijay Ganpat Kini & Mrs. Mansi Vijay Kini.**
7. Description of the Property (with Boundaries):

Flat No. 001 admeasuring 510.32 sq. ft. Carpet area i.e. 52.17 sq. mtrs. Built-up area, on the Ground floor, in the building known as “Arya Heritage”, in the society known as “Arya Heritage Co-operative Housing Society Limited”, constructed on the land bearing New Survey No. 45 Hissa No. 6 and 8 (Old Survey No. 52), lying, being and situate at Village Samel, Taluka Vasai and District Palghar (**“said Flat”**).

Boundaries- For Flat -Not Applicable

8. Nature / Status of the Property: **Freehold**
9. Type of Property: **Residential**

PART II: LIST OF PHOTOCOPIES OF DOCUMENTS SUBMITTED BEFORE ME/US FOR SCRUTINY AND LEGAL OPINION:

1. Draft Undated Agreement for Sale executed between M/s. Mourya Developer as the “Developer” and Mr. Vijay Ganpat Kini & Mrs. Mansi Vijay Kini as the “Purchasers”;
2. Development Agreement dated 16/02/2019 registered with the Sub-Registrar of Assurances Vasai-3 under Serial No. VSI-3/2255/2019 executed between M/s. Morya Developers through its partner Mr. Kiran Narayan Deshmukh as the “Party of the First Part” and Mrs. Nanibai Balwant Deshmukh & 19 others as the “Party of the Second Part” (*stamped page nos. 82 & 84 missing*);



3. Conveyance dated 19/03/1999 registered with the Sub-Registrar of Assurances Vasai-2 under Serial No. PHO-762/1999 executed between Mr. Umesh Dattatray Naik as the “Party of the First Part” and Nanibai Balwant Deshmukh, Dyaneshwar Balwant Deshmukh, Sushila Narayan Naik & Usha Ganesh Naik as the “Party of the Second Part” (*in respect of land bearing Survey No. 45 Hissa No. 8*);
4. Power of Attorney registered with the Sub-Registrar of Assurances Vasai-2 under Serial No. VSI-2/6851/2015 executed by Mr. Sachin Yadneshwar Deshmukh in favour of Mr. Parag Yadneshwar Deshmukh in respect of land bearing Survey No. 45 Hissa No. 8 (old Survey No. 52) of Village Samel;
5. Notarized Irrevocable Power of Attorney dated 18/11/1998 executed by Nanibai Balwant Deshmukh & others in favour of Mr. Umesh Dattatray Naik in respect of land bearing Survey No. 45 Hissa No. 8 of Village Samel;
6. Irrevocable Power of Attorney dated 01/06/1989 registered with the Sub-Registrar of Assurances Vasai under Serial No. 2688/1989 executed by Bhau Damodar Deshmukh & 28 others in favour of Mr. Umesh Dattatray Naik in respect of land bearing Survey No. 52 Hissa No. 8 of Village Samel;
7. 7/12 extract in respect of land bearing Survey No. 45/8 of Village Samel;
8. 7/12 extract in respect of land bearing Survey No. 45/6 of Village Samel;
9. Mutation Entry No. 531 dated 20/08/2015 for Survey no. 4;
10. Order dated 24/07/1998 bearing no. TNC/SP/Vasai/SR-273/97 passed by Office of Sub-Divisional Officer for the sale of land bearing Survey No. 45 Hissa No. 8 of Village Samel;
11. NA Order dated 19/11/1999 bearing no. MAHSOOL. K. 1. T. 9/NAP/SR-50/1989 passed by Collector Thane in respect of land bearing Survey No. 45 Hissa No. 6 and 8 (Old Survey No. 52) of Village Samel;
12. Grant of Occupancy Certificate dated 05/08/2019 bearing no. VVCMC/TP/OC/VP-3043/54/2019-2020 issued by Vasai Virar City Municipal Corporation in respect of 18 Flats of Residential Building comprising Ground + 4 upper floors on land bearing Survey No. 45 Hissa Nos. 6, 8 (Old Survey No. 52) of Village Samel;
13. Grant of Plinth Completion Certificate dated 25/10/2026 bearing no. VVCMC/TP/PCC/VP-3043/65/2016-2017 issued by Vasai Virar City Municipal Corporation in respect of Residential Building on land bearing Survey No. 45 Hissa Nos. 6, 8 (Old Survey No. 52) of Village Samel;
14. Commencement Certificate dated 10/08/2015 bearing no. VVCMC/TP/CC/VP-3043/1258/2015-2016 issued by Vasai Virar City Municipal Corporation in respect of Residential Building comprising of Ground + 4 upper floors on land bearing Survey No. 45 Hissa Nos. 6, 8 (Old Survey No. 52) of Village Samel.
15. Property Tax Bill for the year 2025-2026 issued by Vasai Virar Municipal Corporation addressed to Mourya Developers in respect of the said Flat.
16. Society Registration Certificate dated 14/02/2022 bearing no. PLR/VSI/HSG/(TC)/1520/2022 issued under the provisions of Maharashtra Co-operative Societies Act, 1960 in the name of Arya Heritage Co-operative Housing Society Limited.
17. RERA order dated 11/10/2019 passed by MAHARERA.

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



From the recitals of draft Agreement for sale and other documents provided to us, it appears that-

1. One, Nanibai Balwant Deshmukh & others are entitled to all those pieces and parcels of land bearing Survey No. 45 Hissa No. 6 and 8 totally admeasuring 1495.77 sq. mtrs., lying being and situated at Village Samel, Taluka Vasai and District Palghar. (**“said Land”**)
2. Nanibai Balwant Deshmukh & others vide a Notarized Irrevocable Power of Attorney dated 18/11/1998 granted powers in favour of Mr. Umesh Dattatray Naik to do all acts for them and on behalf of them in respect of land bearing Survey No. 45 Hissa No. 8 mentioned therein
3. By a Development Agreement dated 16/02/2019 registered with the Sub-Registrar of Assurances Vasai-3 under Serial No. VSI-3/2255/2019, Mrs. Nanibai Balwant Deshmukh & others through their POA Mr. Umesh Dattatray Naik granted development rights to construct Residential Building comprising of Ground + 4 upper floors consisting of 18 flats admeasuring 773.83 sq. mtrs. built-up area to M/s. Maurya Developers. (**“said Developer”**)
4. Accordingly, the said Developer constructed a Residential Building known as “Arya Heritage” comprising Ground + 4 upper floors consisting of 18 flats (**“said Building”**) on the said Land.
5. Accordingly, Mr. Vijay Ganpat Kini & Mrs. Mansi Vijay Kini intend to purchase the said Flat form the said Developer.

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

We have been provided with photocopies of:

1. Draft Agreement for Sale executed between M/s. Mourya Developer as the “Developer” and Mr. Vijay Ganpat Kini & Mrs. Mansi Vijay Kini as the “Purchasers”. The same is not registered.

PART V: OTHER PROVISIONS:

1. Whether provisions of urban land ceiling act are applicable? **No.**
2. Whether any property/ies intend to be given as security is subject to any minor's claim/share? **As per the documents provided to us, No.**
3. Whether the property is affected by any revenue and tenancy regulations; if yes then to what extent? **As per the documents provided to us, No.**
4. Whether the user land has been converted into Non-Agricultural for Residential use by the order of the competent Authority? **Yes, NA Order dated 19/11/1999 is provided to us.**
5. Whether up to date tax/land revenue has been paid in respect of the property? **To be ascertained.**
6. Whether all original documents for last 13/30 years have been scrutinized; if not give reasons? **No, photocopies are provided to us.**
7. Whether required documents are available for creating mortgage? **Yes, subject to what is stated herein and receipt of documents mentioned below.**
8. Whether all the previous owners of the property had the right and competency to transfer the property? **As per documents provided to us, Yes.**
9. Whether the proposed mortgage by deposit of title deeds is possible? **Yes, subject to what is stated herein and receipt of documents mentioned below.**



10. What is the tenure of the land; if it is leased? **NA.**
11. Whether the land is Adivasi (tribal) land? **No.**
12. Whether the land /property are joint family property? **No.**
13. Whether SARFAESI Act applicable? **Yes.**
14. Is land/property/flat being subject to any reservations /acquisitions/requisitions? **No.**
15. Whether the property has been transferred by a power of attorney (POA) holder of the original landowner in favour of the loan applicant? **No.**
16. Whether the said POA holder has/had authority to sell the property under POA? **NA**
17. Whether POA as recorded in 16 is registered? **NA**
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- **Permission to mortgage issued by the Society to be obtained prior to disbursement.**
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.**
20. Whether Search Report is obtained and submitted?
Search Report Details: -
Search Conducted Years: 2014 to 2026
Name of the Search clerk: Sopan Darekar
Search Report Date: 27/08/2026
Note: NIL.

PART VI: CERTIFICATE:

In view of the foregoing, we 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 Equitable mortgage.

We further certify that subject to execution and registration of Agreement for Sale in favour of Mr. Vijay Ganpat Kini & Mrs. Mansi Vijay Kini, what is stated herein and technical approval in respect of the said Flat being an authorized construction, the title of Mr. Vijay Ganpat Kini & Mrs. Mansi Vijay Kini is valid, clear, marketable and unencumbered over the said Flat.

The mortgage if created will be available to ICICI HFCL for the liability of the intending Borrower / Co borrowers i.e., Mr. Vijay Ganpat Kini & Mrs. Mansi Vijay Kini.

The following original documents to be collected by ICICI HFCL for creation of Equitable mortgage of the said Flat: -



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

1. Original Agreement for Sale duly executed between M/s. Mourya Developer as the “Developer” and Mr. Vijay Ganpat Kini & Mrs. Mansi Vijay Kini as the “Purchasers” and registered at the local Sub-Registrar’s Office along with registration, payment receipts & Index II;
2. Original Permission to Mortgage issued by the Society in favour of ICICI Home Finance Limited in respect of the said Flat and clarifications on non-issuance of share certificate
3. Original Share Certificate issued by Arya Heritage Co-operative Housing Society Limited in respect of the said Flat.
4. Photocopy of Grant of Occupancy Certificate dated 05/08/2019 bearing no. VVCMC/TP/OC/VP-3043/54/2019-2020 issued by Vasai Virar City Municipal Corporation
5. Photocopy of utility bills/receipts i.e. society maintenance, electricity, property tax in respect of the said Flat.

Following documents are required post disbursal: -

1. Notice of intimation filed with the local Sub Registrar of Assurances in respect of the said Flat.

OBSERVATIONS: -

As informed to us, RERA is not applicable to said Project as the Occupation Certificate was received before any sale/advertise/marketing of the new flats in the Project.

QUALIFICATIONS AND ASSUMPTIONS:

This Report is given subject to the following qualifications:

1. We have presumed that the document as shown to us are true copies of original and final and have not been further amended or modified in any manner.
2. Save and except the documents mentioned in Part II (List of documents provided) we have not been provided with any other documents
3. This opinion does not extend to any oral amendment (s) of any term of the aforementioned document, which may be amended orally by the parties and substantiated by their conduct despite provisions in the aforementioned document to the contrary;
4. This opinion does not cover any discussion on any Litigation, suits etc. filed in any Court in respect of the said Property.
5. We have relied on the copy of building permissions/approvals i.e., occupancy / commencement certificate, if any provided to us. However, technical team to check and confirm the building is an authorized construction and the unit/ flat/shop forms part of the same. The technical team to take physical inspection of the property and verify the plans/approvals/ permissions.
6. It may be pertinent to note that Sub- registrar searches are based on the entries reflected and searches carried out by the team on the website of IGR Maharashtra and we solely rely upon the same.
7. We have not been instructed to issue any Public Notice in any newspaper in respect of said Property.
8. This opinion is solely for the benefit of the addressee and may be relied upon by potential syndicate lenders and can be shared with them for advisory purpose only. However, the same is not referred to and relied upon by any other person Whomsoever without our written consent.



9. Please note that our scope of services excludes any physical inspection of the said / Flat and our report is based on examination of document and these searches carried out on the title. It is recommended that the physical possession of said Property is verified.
10. In case of under construction projects, share certificate and occupation certificate must be deposited as and when received.
11. Unless specifically required by the Client and agreed by us we express no opinion/ view on consumed, current or potential user, zoning, reservations, development and F.S.I sanctioned/consumed related approvals including environmental sanction pertaining to the said Property which should form part of valuer/ architect's report.

It may be noted that we have not commented upon the title of the developer/ land in respect of the said Property.

Place: Vasai

Date: 19th September, 2026

Averil
Fredrick
Pinto

Digitally signed
by Averil
Fredrick Pinto
Date: 2026.09.19
13:57:26 +05'30'

(For Manish N. Rajani)

Managing Partner

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