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KARIM CHAMBERS,
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MUMBAI-400 023.

Ref. No.

**LEGAL SCRUTINY REPORT-
POSITIVE**

ICICI/EP/226

18th/23rd/25th September, 2026

Application No. 7792120197

To
ICICI HOME FINANCE COMPANY LIMITED
Borivali Branch

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of HARPREET MANCHANDA

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s: HARPREET MANCHANDA
2. Name of the Co-applicant/s: (if any): -
3. Type of Loan: LAP- BT -TOP UP
4. Purpose of Loan: BT
5. Name of the Property Owner/s: HARPREET MANCHANDA
6. Description of the Property (with Boundaries):

Flat no.102, admg. 110.86 Sq. ft. Carpet area equivalent to 122.50 sq ft built up area on 1ST floor, in the project known as Veena Saaz Complex, in Wing LAYA, in the society known as Veena Saaz Laya Co-operative Housing Society Limited, constructed on CTS No.724-A, 783 & 784, situated at Village Poisar, Opp. W.E. Highway, Village Poisar, Thakur Complex, Kandivali (E), Mumbai - 400 101

Boundaries:

On or towards the North by: Partly by property bearing CTS No.762 and 765, & 13.40 mtrs Wide D.P. Road

On towards the South by: Partly by property bearing CTS No.723, 721, 729 & 725

On or towards the East by: Partly by property bearing CTS No.784, 782, 786 & 787

On or towards the West by: Partly by property bearing CTS No.725 and 760

7. Nature / Status of the Property:

Flat – Freehold

Land – Freehold

8. Type of Property:

Residential

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

- A. A copy of Registered Agreement for Sale dated 5.3.2010 bearing Reg no:BDR-11-2365-2010 between M/s.Nikunj Developers (therein referred to as the "Promoter") and M/s.Veena Developers (therein referred to as Co-promoters) and Mr.Harpreetsingh Devinder Singh Manchanda, Narender Devender Singh Manchanda & Manpreet Singh Devinder Manchanda (therein referred to as the "Allottee");
- B. A copy of Registered Gift Deed dated 26.8.2016 bearing Reg no:BRL-2-8135-2016 between Narender Kaur Manchanda & Manpreet Singh Manchanda (therein referred to as Donors) and Mr.Harpreet singh Manchanda (therein referred to as "Donee");
- C. A copy of Title Certificate dated 17.12.2007 issued by Kantilal Underkat & Co
- D. A copy of Maintenance bill dated 1.7.2026 issued by Veena Saaz Laya CHSL
- E. A copy of share certificate no:2 issued by Society
- F. A copy of Part Occupation certificate dated 23.4.2012 issued by MCGM

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

- 1) We have perused the aforesaid documents and we find that by and under Conveyance dated 11th July, 1995 one Videocon Properties Ltd. had acquired the property being land bearing C.T.S. Nos.784 admg. 325 sq. mtrs of village Poisar, Taluka Borivali, Mumbai from M/s.Thakur Estate Development Pvt. Ltd. for consideration and upon terms and conditions mentioned therein. We further find that by and under Conveyance dated 23rd April, 2004 one Videocon Properties Ltd. had acquired the property being land bearing C.T.S. nos.724, 764 and 783 of village Poisar, Taluka Borivali, Mumbai. We further find that Videocon Properties Ltd. now known as Videocon Realty and Infrastructure Ltd. We further find that on the part of

portion of the said larger land the buildings known as Videocon Tower 'A' and Videocon Tower 'B' has been constructed. We further find that the rest of the larger land is vacant and known as the vacant smaller portion of land. We further find that Memorandum of understanding dated 17th February, 2004 one M/s.Nikunj Developers had acquired the development rights in respect of the aforesaid smaller portion of land from the Videocon Realty and Infrastructure Ltd. for consideration and upon terms and conditions mentioned therein. In the meantime said Thakur Estate Development Pvt. Ltd. had filed a Suit in the Bombay High Court being Suit No. 1232 of 2004 in which Notice of Motion No.1235 of 2000 dated 1st April, 2004 which was dismissed and against the same Appeal as well as Special Leave Petition was filed which were also dismissed. We further find that the flat purchasers in building known as Videocon Tower 'A' and 'B' had filed a Long Cause Suit No.5086 of 2006 against the B.M.C. and Videocon Properties Ltd and Chamber Summons No.1434 of 2006 and the same is pending. **Please obtain status of the aforesaid legal proceedings.** We further find that by and under Agreement for Development as well as Power of Attorney both dated 22nd November, 2006 one M/s.Nikunj Developers had acquired the development rights in respect of the aforesaid smaller portion of the property as well as FSI from Videocon Realty and Infrastructure Ltd. for consideration and upon terms and conditions mentioned therein. We further find that by and under Co-Development Agreement dated 19th December, 2007 one M/s.Nikunj Developers and M/s.Veena Developers had decided to develop the property jointly. Therefore, the Promoters and Co-Promoters are entitled to develop the aforesaid property.

- 2) We have perused Title Certificate dated 17.12.2007 issued by Kantilal Underkat & Co., inter alia, certifying the title as therein stated.
- 3) We find that by and under Registered Agreement for Sale dated 5.3.2010 bearing Reg no:BDR-11-2365-2010, Mr.Harpreetsingh Devinder Singh Manchanda, Narender Devender Singh Manchanda & Manpreet Singh Devinder Manchanda have acquired Flat no.102, admg. 110.86 Sq. ft. Carpet area equivalent to 122.50 sq ft built up area, on 1ST floor, in the project known as Veena Saaz Complex, in Wing LAYA, in the society known as Veena Saaz Laya Co-operative Housing Society Limited, constructed on CTS No.724-A, 783 & 784, situated at Village Poisar, Opp. W.E. Highway, Village Poisar, Thakur Complex, Kandivali (E), Mumbai - 400 101 from

M/s.Nikunj Developers (therein referred to as the "Promoter") and M/s.Veena Developers (co-promoters) for consideration and upon terms and conditions contained therein. THE SAID AGREEMENT IS UNDER MOFA.

- 4) We find that society known as Veena Saaz Laya Co-operative Housing Society Limited was formed in 2014 and society issued five fully paid-up shares bearing dist nos:011 to 20 under share certificate no:2 in favor of Mr.Harpreet Singh D. Manchanda, Narender D. Manchanda & Manpreet D. Manchanda on 18.9.2016 in respect of flat no:102. *Please note there is no society stamp on the share certificate.*
- 5) *We presume that Mr.Harpreet Singh D. Manchanda, Narender D. Manchanda & Manpreet D. Manchanda is same as Mr.Harpreetsingh Devinder Singh Manchanda, Narender Devender Singh Manchanda & Manpreet Singh Devinder Manchanda respectively.*
- 6) We find that by and under Registered Gift Deed dated 26.8.2016 bearing Reg no:BRL-2-8135-2016, Narender Kaur Manchanda & Manpreet Singh Manchanda gifted all their 2/3rd undivided right, title and share in the said flat in favor of Mr.Harpreet Singh Manchanda out of love and affection.
- 7) **We have not come across share certificate duly transferred in favor of Mr.Harpreet Singh Manchanda.** *You have confirmed that the same will be done in the next AGM.*
- 8) This case is appeared to be a Balance Transfer Case. **Kindly obtain a no dues certificate from BT Bank.** LOD makes a reference to an allotment letter which we have not perused.
- 9) Kindly obtain latest Maintenance Bill and Latest Property Tax.
- 10) **Your initiation mail states customer as Harpreetsingh Manchanda.**
- 11) **KINDLY OBTAIN A NO OBJECTION LETTER FROM THE SOCIETY FOR CREATION OF MORTGAGE IN FAVOUR OF YOUR BANK.**
- 12) 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 any false statements, misrepresentations or submission made in the documents submitted or for fraudulent documents submitted by the borrower or legal reports cleared as per your internal call. 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 not examined whether there is any litigation or dispute in respect of the said property, as it is out of the scope of our work. The inspection of index records as being made available at the office of concerned sub-registrar, are normally incomplete, scattered in nature & manually managed, due to which it is impossible to find out other registered entries (if any) related to the said property. Your empaneled Technical Team to verify & certify that the building containing the 'Said Property' is constructed/completed in accordance with requisite permissions and approvals from all concerned authorities.

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

As Above

PART V: OTHER PROVISIONS:

- 5.1 Whether provisions of urban land ceiling act are applicable? -**NO**
- 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?- Residential use as per OC perused
- 5.5 Whether up to date tax/land revenue has been paid in respect of the property? – ***We have not perused the latest Property Tax Bill in respect of the said flat***
- 5.6 Whether all original documents for last 13/30 years have been scrutinized; if not give reasons? - **NO**
- 5.7 Whether required documents are available for creating mortgage? – **NO**
- 5.8 Whether all the previous owners of the property had the right and competency to transfer the property?- **NO**
- 5.9 Whether the proposed mortgage by deposit of title deeds is possible? – **NO**
- 5.10 What is the tenure of the land; if it is leased? _____ years (remaining period)- **NO**

- 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? **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?- **NO**
- 5.16 Whether the said POA holder has/had authority to sell the property under POA? **Not Applicable**
- 5.17 Whether POA as recorded in 5.15 is registered?- **Not Applicable**
- 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-**SOCIETY is required**
- 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-**SOCIETY is required**
- 5.20 Whether Search Report is obtained and submitted? - **Search report is pending**

Search Report Details: - As instructed by you, we have caused search in respect of the above referred property in the Office of the Sub-Registrar Assurances at Goregaon, Bandra and Mumbai S.R.O. Manual Record.

Search Conducted Years: For the year from 2014 to 2026 (13 Years)

Name of the Advocate / Searcher: Mr.Harish Mestry, Title Investigator

Search Report Date: Search report dated 22/09/2026

Note: search report is sent separately.

We find that the **Gift Deed** dated 25/08/2016 made between Narendra Kaur Manchanda & Manpreet Singh Manchanda and Harpreet Singh Manchanda has been registered on 26/08/2016 in respect of the said flat. Further we find that the **Notice of Intimation** dated 03/02/2026 made between Harpreet Singh Manchanda and Cholamandalam Investment and Finance Co. Ltd has been registered on 06/02/2026 in respect of the said flat. The Physical search is restricted to the documents/books/indexes available on the date of the search and that are maintained in proper condition. Please note that records found torn or in mutilated condition shall not form part of this search. The online IGR search is restricted to the entries found on the date of the search on the Website of the Government of Maharashtra. There could be instances of glitches on the IGR website.

In such cases we are totally relying on the IGR website and capturing all such entries that appear on the date of the search. The said search report is being given in terms of the search report appended herein, obtain NOC of Mortgagee.

5.21 Whether EC is obtained? **NA as in Maharashtra we have the concept of search report**

EC Details: -

No. of Years EC Obtained:

Any Encumbrance to Specify:

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 and Mr.Harpreet Singh Manchanda 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 and Mr.Harpreet singh Manchanda.

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 disbursal of loan/at the time of disbursement of the loan: -

1. A copy of Registered Agreement for Sale dated 5.3.2010 bearing Reg no: BDR-11-2365-2010 between M/s.Nikunj Developers (therein referred to as the "Promoter") and M/s.Veena Developers (therein referred to as Co-promoters) and Mr.Harpreetsingh Devinder Singh Manchanda, Narender Devender Singh Manchanda & Manpreet Singh Devinder Manchanda (therein referred to as the "Allottee");
2. A copy of Registered Gift Deed dated 26.8.2016 bearing Reg no: BRL-2-8135-2016 between Narender Kaur Manchanda & Manpreet Singh Manchanda (therein referred to as Donors) and Mr.Harpreet Singh Manchanda (therein referred to as "Donee");
3. A copy of Title Certificate dated 17.12.2007 issued by Kantilal Underkat & Co.,
4. A copy of Maintenance bill dated 1.7.2026 issued by Veena Saaz Laya CHSL
5. A copy of Latest LOD dated 3/8/2026 issued by BT Bank

6. A copy of share certificate no:2 issued by society in favor of owners
7. A copy of Part Occupation Certificate dated 23.4.2012 issued by MCGM

Documents to be exchanged with the Disbursement

- a. A copy of Property Tax Bill for the year 2025-2026 in respect of the said flat
- b. A copy of Registration certificate of society (if share certificate is not yet issued)
- c. A copy of Occupation certificate as approved by your tech
- d. Current status of pending litigation

Following documents are required post disbursal: (if any): -

TAKE OVER

- a. Original Registered Agreement for Sale dated 5.3.2010 bearing Reg no: BDR-11-2365-2010 between M/s.Nikunj Developers (therein referred to as the "Promoter") and M/s.Veena Developers (therein referred to as Co-promoters) and Mr.Harpreetsingh Devinder Singh Manchanda, Narender Devender Singh Manchanda & Manpreet Singh Devinder Manchanda (therein referred to as the "Allottee");+ Original RR and SDR
- b. Original Registered Gift Deed dated 26.8.2016 bearing Reg no: BRL-2-8135-2016 between Narender Kaur Manchanda & Manpreet Singh Manchanda (therein referred to as Donors) and Mr.Harpreet singh Manchanda (therein referred to as "Donee") + Original RR and SDR
- c. Original share certificate no:2 issued by society in favor of owners
- d. **No Dues Certificate from BT Bank (chola)**
- e. All other document as per LOD
- f. Original allotment letter

NORMAL

- o **Original no-objection letter issued by the Society in your favour for creation of mortgage**

REMARKS (if any): -

As Above

Yours faithfully,
 For **M/S.BILAWALA & Co.,**
HEENA
BILAWALA
A
ENGINEER
 Digitally signed
 by HEENA
 BILAWALA
 ENGINEER
 Date: 2026.09.25
 15:14:46 +05'30'