

DROIT LEGAL SOLUTIONS

ADVOCATES HIGH COURT

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LEGAL SCRUTINY REPORT

Ref. No. DL-26-3572/77000357353

Dated: 16th /25th Sept. 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 Krishna Kumar Mishra & Mrs. Saroj Krishna Kumar Mishra.

PART I: PROPERTY DETAILS:

1. **Name of the Applicant/Borrower/s:** Krishna Kumar Mishra & Mrs. Saroj Krishna Kumar Mishra.
2. **Name of the Co-applicant/s: (if any):** Krishna Kumar Mishra & Saroj Mishra
3. **Type of Loan:** HL-Resale (Society formed)
4. **Purpose of Loan:** HL-Resale (Society formed)
5. **Name of the Property Owner/s:** Krishna Kumar Mishra & Mrs. Saroj Krishna Kumar Mishra.
6. **Description of the Property:**

Flat No.202, on the 2nd floor, Adm. **400 sq. ft.** (Carpet area), in the building known as “Koteshwar Building”, society known as “Koteshwar CHSL”, constructed on the land bearing Tikka No.05 CTS. No.189B & 190, situated at Thane (West) Village- Thane, Tal.& Dist.-Thane.
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 Mr. Milind Achyut Kale & Mrs. Sujata Milind Kale, as the, as the Transferors AND Krishna Kumar Mishra & Mrs. Saroj Krishna Kumar Mishra, as the Transferees.
- 2.2 Copy of Agreement dated 30/04/2007 (TNN-2-3240-2007), executed between Mr. Narendra Pandurang Datar, as the Vendor AND Mr. Milind Achyut Kale & Mrs. Sujata Milind Kale, as the Purchasers.

- 2.3 Copy of Challan slip dated -----, for Rs.13,100/-issued by -----.
- 2.4 Copy of Franking slip dated 27/04/2007, for Rs.47,760/-, issued by ICICI Bank.
- 2.5 Copy of Development Permission cum Commencement Certificate dated 24/06/1998, issued by Thane Municipal Corporation.
- 2.6 Copy of Property Register Card extract.
- 2.7 Copy of Letter_____ dated 14/03/1996, issued by _____.
- 2.8 Copy of Share Certificate no.03 (Distinctive no.11 to 15), dated 03/04/2011, issued by Koteswar CHSL.
- 2.9 Copy of Property Tax bill for the period 2026-2027, for Rs.4,940/-, issued by Thane Municipal Corporation.
- 2.10 Copy of Society Registration certificate of “Koteswar CHSL”, dated 07/07/2009, issued by Sub Registrar, Co-operative societies, Thane.
- 2.11 Copy of **Memorandum** of dated 07/07/2009, issued by Koteswar CHSL.
- 2.12 Copy of Article of Agreement dated 06/05/2002 (TNN-1-3038-2002) executed between M/s. Gurudev Enterprises, through its Partners, Hemant K Parekh & Other, as the Developer AND Mr. Narendra Pandurang Datar, as the Tenant Flat Purchaser
- 2.13 Copy of Registration receipt bearing no. TNN-1-3038-2002 dated 10/05/2002 for Rs. 3790/-, issued by Sub Registrar Thane-1
- 2.14 Copy of Stamp duty paid receipt dated 06/05/2002 for Rs. 3150/-, issued by Collector of Stamps
- 2.15 Copy of certificate dated 02/11/1996 issued by Thane Municipal Corporation
- 2.16 Copy of ULC order dated ___/03/1996 issued by office of additional Collector & Compete Authority Thane
- 2.17 Copy of Sanction of Development Permission/Commencement Certificate dated 24/06/1998 issued by Thane Municipal Corporation

PART III: FLOW OF TITLE OF PROPERTY:

- 3.1 As per the documents provided it appears that, said Mr. Pandurang Keshav Datar were the owner of land bearing land bearing Tikka No.05 CTS. No.189B & 190 Adm. 446 Sq. yds. situated at Village- Thane, Tal & Dist.-Thane. together with the structure standing thereon consisting of ground plus two floors **(said Property)**
- 3.2 Said Mr. Narendra Pandurang Datar was the tenant of Room. No.__, on 1st Floor, Adm. 537 sq. ft. carpet area & used to pay monthly rent of Rs. 32/- **(said tenanted Flat)**

- 3.3 By an agreement dated 14/07/1994 said Mr. Pandurang Keshav Datar had sold said Property to Gurudev Enterprises, through its Partners, Hemant K Parekh & Other
- 3.4 By an Article of Agreement dated 06/05/2002 (TNN-1-3038-2002) said M/s. Gurudev Enterprises, through its Partners, Hemant K Parekh & Other, had allotted New Flat No. No.202, on the 2nd floor, Adm. **400 sq. ft.** (carpet area), in the building known as “Koteshwar Building” in lieu of said tenanted Flat on free of cost on ownership basis to Mr. Narendra Pandurang Datar
- 3.5 By an Agreement for Sale dated 30/04/2007 (TNN-2-3240-2007), said Mr. Narendra Pandurang Datar had sold the Flat No.202, on the 2nd floor, adm. **400 sq. ft.** (carpet area), in the building known as “Koteshwar Building”, to Mr. Milind Achyut Kale & Mrs. Sujata Milind Kale.
- 3.6 Copy of Draft Agreement for sale to be said Mr. Milind Achyut Kale & Mrs. Sujata Milind Kale, has agreed to sell Flat No.202, on the 2nd floor, adm. **400 sq. ft.** (carpet area), in the building known as “Koteshwar Building” & society known as “Koteshwar CHSL” to Krishna Kumar Mishra & Mrs. Saroj Krishna Kumar Mishra. **(Note-Balance amount of Rs. 44,00,000/- shall be paid within 60 days from handing over Mortgage NOC from Society by obtaining loan from any Bank / Financial Institution)**
- 3.7 All the Flat Purchasers of the said building formed a society in the name and style of “Koteshwar CHSL”, bearing Reg. No.TNA/TNA/HSG/TC/21053/2009-2010, year 2009 & said society issued Share certificate No. 03 (Distinctive no.11 to 15), dated 03/04/2011, in the Name of Mr. Milind Achyut Kale & Mrs. Sujata Milind Kale.

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

Registered Agreement for sale to be executed between Mr. Milind Achyut Kale & Mrs. Sujata Milind Kale, as the, as the Transferors AND Krishna Kumar Mishra & Mrs. Saroj Krishna Kumar Mishra, 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 **Krishna Kumar Mishra & Mrs. Saroj Krishna Kumar Mishra** 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 **Krishna Kumar Mishra & Mrs. Saroj Krishna Kumar Mishra.**

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 Mr. Milind Achyut Kale & Mrs. Sujata Milind Kale, as the, as the Transferors AND Krishna Kumar Mishra & Mrs. Saroj Krishna Kumar Mishra, as the Transferees, **along with registration receipt, stamp duty paid receipt & Index II. (Read with Remark 1, 5).**
2. **Original** Agreement dated 30/04/2007 (TNN-2-3240-2007), executed between Mr. Narendra Pandurang Datar, as the Vendor AND Mr. Milind Achyut Kale & Mrs. Sujata Milind Kale, as the Purchasers.
3. Copy of Challan slip dated -----, for Rs.13,100/-issued by -----.
4. **Original** Franking slip dated 27/04/2007, for Rs.47,760/-, issued by ICICI Bank.
5. **Original** Share Certificate no.03 (Distinctive no.11 to 15), dated 03/04/2011, issued by Koteswar CHSL. **(Read with Remark 2).**
6. **Original** Article of Agreement dated 06/05/2002 (TNN-1-3038-2002) executed between M/s. Gurudev Enterprises, through its Partners, Hemant K Parekh & Other, as the Developer AND Mr. Narendra Pandurang Datar, as the Tenant Flat Purchaser
7. **Original** Registration receipt bearing no. TNN-1-3038-2002 dated 10/05/2002 for Rs. 3790/-, issued by Sub Registrar Thane-1
8. Copy of Stamp duty paid receipt dated 06/05/2002 for Rs. 3150/-, issued by Collector of Stamps
9. **Original** Indemnity Bond. **(Read with Remark 4).**
10. **Original** NOC for Mortgage **cum clarification letter** issued by Koteswar CHSL. **(Read with Remark 1).**

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

Remarks

1. Kindly note that in Reg. page no. 4 of provided Agreement for Sale dated 30/04/2007 admeasuring area and type mentioned as **480 sq. ft. Built up area** whereas scheduled part admeasuring area and type mentioned as **400 sq. ft. Carpet area.** whereas in scheduled part of provided draft Adm. area of 400 carpet and 480 sq. foot (built up) is mentioned **Kindly confirm the correct in society NOC & rectify the draft accordingly before final execution.**
2. Kindly Obtain Back leaf of share certificate.

3. Kindly note that we have not been provided with OC. **Kindly verify the stability of the building through your technical team at your end.**
4. Kindly note that in the schedule part of the provided Agreement for Sale dated 30/04/2007 the **land details are not mentioned** + registration no. of Article of Agreement dated 06/05/2002 is wrongly mentioned as **TNN- 2031-2002** instead of correct i.e. **TNN-1-3038-2002** it is **advisable to do indemnity bond int his regard.**
5. Kindly note that in provided draft registration no. of Article of Agreement dated 06/05/2002 is wrongly mentioned as **TNN- 2031-2002** instead of correct i.e. **TNN-1-3038-2002** + registration no. of Agreement for Sale dated 30/04/2007 i.e. TNN-2-3240-2007 is not mentioned + **400 Sq. Foot** mentioned instead of correct i.e. **400 Sq. Ft.+ Village Thane has not been mentioned Kindly provide rectify draft accordingly before final execution**

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.

Place: Mumbai

Dated: 16th /25th Sept.2026

Droit Legal Solutions

VIMLENDRAKUMA
R RAMESHCHAND
DUBE

Digitally signed by
VIMLENDRAKUMA
R RAMESHCHAND
DUBE

Advocate