

V. PATKE & CO.

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LEGAL SCRUTINY REPORT

Date: 30/07/2026 /
18/08/2026.

Status: - Positive.

App No.- 77000314740

To,

ICICI HOME FINANCE COMPANY LTD.

Dombivali Branch.

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of Mrs. Afsha Abuzar Dakhni and Mr. Abuzar Iqbal Dakhni

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s: Mr. Abuzar Iqbal Dakhni
2. Name of the Co-applicant/s:- NA
3. Type of Loan: Builder Purchase
4. Purpose of Loan: Builder Purchase
5. Name of the Property Owner/s: M/S. M. R. Developers, a Partnership Firm
6. Name of Proposed Owners: - Mrs. Afsha Abuzar Dakhni and Mr. Abuzar Iqbal Dakhni
7. Nature / Status of the Property: Residential
8. Description of the Property: Flat No. 103, on the 1st Floor, Carpet area admeasuring 60.54 Sq. Meters, in the building known as "Multani Residency", All the pieces and parcel of land bearing Survey No. 62 Hissa No.6/7 admeasuring 799.50 Sq. Mtrs., situate, lying and being at Village Chavindre, Taluka-Bhiwandi, within the limits of Bhiwandi Nizampur City Municipal Corporation, within the limits of Sub- Registration Bhiwandi, and Taluka Bhiwandi. Registration District and District Registration Thane-421302.

PART II: LIST OF DOCUMENTS SUBMITTED BEFORE ME/US FOR SCRUTINY AND LEGAL OPINION: (SPECIFY THE DOCUMENTS ARE ORIGINAL OR XEROX)

1. **Draft** Agreement for Sale executed Between **M/S. M. R. Developers, a Partnership Firm 1) Mr. Rizwan Alimohammad Multani 2) Mrs. Farzana Rehan Multani 3) Mr. Saumaan Aqeel Ahmad Momin 4) Mrs. Reshma Rizwan Multani** as the “Promoters” of the first part AND **Mrs. Afsha Abuzar Dakhni and Mr. Abuzar Iqbal Dakhni** as the “Purchasers” of the Second Part.
2. RERA Registration Certificate (**Registration No. P51700076655**) (**Project: Multani Residency**), dated 20.06.2024 in the name of **M/S. M. R. Developers**.
3. Title Certificate dated 29.05.2024 issued by **S.R.A. Multani (Advocate High Court)**. [As per RERA]
4. Title Investigation Report dated 17.08.2026 issued by **S.R.A. Multani (Advocate High Court)**.
5. Search Report dated 17.08.2026 issued by **S.R.A. Multani (Advocate High Court)**.
6. Notarized Reconstitution Deed dated 23.03.2024 Between **Mr. Rizwan Alimohammad Multani** as the “**Continuing Partner no. 1**” 2) **Mrs. Farzana Rehan Multani** as the “**Continuing Partner no,2**” 3) **Mr. Saumaan Aqeel Ahmad Momin** as the “**Continuing Partner no.3**” 4) **Mrs. Reshma Rizwan Multani** as the “**Incoming Partner**” of a partnership firm under the name and style of “**M/s. M R Developers**”
7. Commencement Certificate dated 10.11.2023 issued by **Bhiwandi Nizampur Municipal Corporation** in the name of **Mr. Rizwan Alimohammad Multani and other**. [As per RERA]
8. 7/12 extract showing in the name of **Rizwan Alimohammad Multani and others** for Survey No. 62/6/7 **[Online verified and N.A. Land Reflected]**

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

1. It appears that **MR. Rizwan Ali Mohammad Multani and Mrs. Reshma Rizwan Multani** herein after refer to as Land Lord have seized and possessed of or otherwise well and sufficiently entitled to free from encumbrance to the Non-Agricultural Land bearing Survey No. 62, Hissa No.6/4, total admeasuring 334.45 Sq. Mtrs., or there about. situate lying and being at Village Chavindre, Taluka- Bhiwandi, in the District of Thane, which they have purchased in co-ownership from Razia Rashid Multani & 3 Others as per registered conveyance Dated 24/03/2021 bearing registered No. 4844/2021 Dated 24/03/2021 of the Sub- Registrar of Assurance Bhiwandi, District Thane.
2. It appears that the Said Land Lord have entered into an Exchange Deed with one **Mr. Shoeb Rashid Multani** as per Exchange Deed Dated 17/06/2022 & 23.08.2022 and got it Registered with Sub- Registration of Assurance at the office of the joint Sub- Registration class- II Bhiwandi in 24.08.2022 vide Registration No. Reg.No.3289/2022 & 4703/2022 respectively.
3. It appears that as per Exchange Deed Dated 23.08.2022 the Land Lords have acquired the adjoin Non-Agricultural Land in consideration of his owned Non-Agricultural Land bearing Survey No.62 Hissa No.6/7, admeasuring 534.45 Sq. Mtrs, situate at Village Chavindre, Taluka-Bhiwandi, District Thane.
4. It appears that the Land Lord **MR. Rizwan Ali Mohammad Multani and Mrs. Reshma Rizwan Multani** have purchased Non Agricultural Land situate lying and being at Village Chavindre, Taluka- Bhiwandi, in the District of Thane, bearing Survey No. 62, Hissa No.6/7, total admeasuring 265.05 Sq. Mtrs., **from Mr. Shoeb Rashid Multani** and got it Registered with Joint Sub Registration of Assurance at the office of the joint Sub- Registration class-II, Bhiwandi Taluka Bhiwandi in the District of Thane, vide Registration No. BWD – 1, 12003/2023, Dated – 25.08.2023.
5. It appears that the Land Lords **MR. Rizwan Ali Mohammad Multani and Mrs. Reshma Rizwan Multani** have possessed and sufficiently entitled Non-Agricultural Land at Village Chavindre, Taluka- Bhiwandi, in the District of Thane, within the local limits of Bhiwandi Nizampur City Municipal Corporation, Bhiwandi in the District of Thane.

6. It appears that by the said land owners **Mr. Rizwan Ali Multani and Mrs. Reshma Rizwan Multani** in to the partnership firm of **M/s. M.R. Developers, a Partnership Firm** on 28th Feb 2023 which was further reconstituted on 23rd March 2024 and become the Partners in the Profit/Loss of the partnership firm;
7. It appears that the **M/s. M.R. Developers a Partnership Firm** are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
8. It appears that the Original Owner and Promoters are in possession of the project land
9. It appears that **M/S. M. R. Developers, a Partnership Firm** develop the said land by constructing the building known as **"Multani Residency"**.
10. It appears that **M/s. M.R. Developers a Partnership Firm** have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Bhiwandi, No. **P51700076655** Dated – 20.06.2024.
11. It appears that **Draft** Agreement for Sale executed Between **M/S. M. R. Developers, a Partnership Firm 1) Mr. Rizwan Alimohammad Multani 2) Mrs. Farzana Rehan Multani 3) Mr. Saumaan Aqeel Ahmad Momin 4) Mrs. Reshma Rizwan Multani** as the **"Promoters"** of the first part AND **Mrs. Afsha Abuzar Dakhni and Mr. Abuzar Iqbal Dakhni** as the **"Purchasers"** of the Second Part; the said promoter agreed to sell the said **Flat No. 103, on the 1st Floor, Carpet area admeasuring 60.54 Sq. Meters, in the building known as "Multani Residency"**, for the terms and conditions mentioned therein.

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

Subject to above & **SUBJECT TO REGISTRATION OF AGREEMENT FOR SALE** the title of the said property based on the plain reading of the documents provided to us, appear to be clear and marketable and bank may create a Lawful mortgage thereon after obtaining documents herein appearing.

PART V: OTHER PROVISIONS:

- 5.1 Whether provisions of urban land ceiling act are applicable? NA
- 5.2 Whether any property/ies intend to be given as security is subject to any minor's claim/share?
NA
- 5.3 Whether the property is affected by any revenue and tenancy regulations; if yes then to what extent? NA
- 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? NA
- 5.6 Whether all original documents for last 13/30 years have been scrutinized; if not give reasons?
YES
- 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? NA
- 5.10 What is the tenure of the land; if it is leased? NA years (remaining period)
- 5.11 Whether the land is Adivasi (tribal) land? NA
- 5.12 Whether the land /property are joint family property?
- 5.13 Whether SARFAESI Act applicable? YES
- 5.14 Is land/property/flat being subject to any reservations /acquisitions/requisitions? NA
- 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? NA
- 5.16 Whether the said POA holder has/had authority to sell the property under POA? NA
- 5.17 Whether POA as recorded in 5.15 is registered? NA
- 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 No

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 No

5.20 Whether Search Report is obtained and submitted? YES

Search Report Details: -

Search Conducted Years: 13 Year

Name of the Searcher: Bhavesh Manve

Search Report Date: 18/08/2026

Note:

5.21 Whether EC is obtained? NO

EC Details: - NO

No. of Years EC Obtained: NO

Any Encumbrance to Specify: NO

EC Applied by: NO

PART VI: CERTIFICATE:

In view of the foregoing, It appears 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 **Mrs. Afsha Abuzar Dakhni and Mr. Abuzar Iqbal Dakhni** has/would derive a valid, clear, marketable and unencumbered title in the property/ies stated above AND **SUBJECT TO REGISTRATION OF AGREEMENT FOR SALE.**

The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower / Co borrower **Mrs. Afsha Abuzar Dakhni and Mr. Abuzar Iqbal Dakhni**

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 of **Registered** Agreement for Sale executed Between **M/S. M. R. Developers, a Partnership Firm 1) Mr. Rizwan Alimohammad Multani 2) Mrs. Farzana Rehan Multani 3) Mr. Saumaan Aqeel Ahmad Momin 4) Mrs. Reshma Rizwan Multani** as the “Promoters” of the first part AND **Mrs. Afsha Abuzar Dakhni and Mr. Abuzar Iqbal Dakhni** as the “Purchasers” of the Second Part; **[DULY STAMPED AND REGISTERED]** ALONG WITH Lodgement Receipt, Stamp duty Receipt and Index II for the aforesaid Agreement.
2. Original of Own Contribution Receipt
3. Original of no-objection letter issued by “**M/S. M. R. Developers, a Partnership Firm**” granting it's no objection in favour of the Bank for creation of mortgage and noting the Bank's lien and certifying that there are no encumbrances on the **said Flat**.
4. Copy of Occupancy Certificate / Approved Plans / RERA Certificate issued by Municipal Corporation/Appropriate Authority for the said Building. (To be verified by Technical/Valuation).

REMARKS (if any): -NA

**Yours faithfully,
For V. Patke & Co.
(Advocates)**

VANDANA
AJAY THAKUR

Digitally signed by
VANDANA AJAY THAKUR
Date: 2026.08.18 18:21:47
+05'30'

Adv. Vandana Patke