



LEGAL SCRUTINY REPORT

Application No: **77000348764**

Date: 08/10/2026

To

ICICI Home Finance Ltd.

Vasai.

Dear Sir/Madam,

Legal Scrutiny Report in respect of the file of Ashish Kumar Rakesh Kumar Yadav.

PART I: PROPERTY DETAILS:

1. Name of the Applicant/Borrower/s: **Ashish Kumar Rakesh Kumar Yadav.**
2. Name of the Co-applicant: **Munnidevi Rakesh Kumar Yadav**
3. Type of Loan: Home Loan
4. Purpose of Loan: Resale
5. Name of the Property Owner: **Mr. Amiruddin Anwaruddin Shaikh.**
6. Name of the Proposed Owner: **Mr. Ashish Kumar Rakesh Kumar Yadav.**
7. Description of the Property (with Boundaries):

Flat No. 806 admeasuring 30.42 sq. mtrs. Carpet area, on the Eighth floor, in A Wing, in the LWC building no. 2 known as "AV Crystal Tower" in the Society known as "A V Crystal Tower LWC building no. 2 Co-operative Housing Society Limited" in Sector II, constructed on the land bearing Survey No. 62 Hissa No. 1, Survey No. 63 Hissa No. 2/1, Survey No. 64 Hissa No. 3, lying, being and situate at Village Gokhiware, Yashwant Smart City, 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 DOCUMENTS SUBMITTED BEFORE US FOR SCRUTINY AND LEGAL OPINION:

[Photocopies are provided to us]

1. Draft Agreement for Sale proposed to be executed between Mr. Amiruddin Anwaruddin Shaikh as the “Transferor” and Mr. Ashish Kumar Rakesh Kumar Yadav and Mrs. Munnidevi Rakesh Kumar Yadav as the “Transferee”;
2. Agreement for Sale dated 18/04/2024 registered with the Joint Sub-Registrar of Assurances Vasai 3 under Serial No. VSI 3 – 7627/2024 executed between Mr. Kirti Umesh Gandbhir and Mrs. Shailaja Umesh Gandbhir as the “Transferors” and Mr. Amiruddin Anwaruddin Shaikh as the “Transferee”;
3. Agreement for Sale dated 23/03/2021 registered with the Joint Sub-Registrar of Assurances Vasai 3 under Serial No. VSI 3 – 5098/2021 executed between M/s. A V Crystal Realtors as the “Promoter” and Mr. Kirti Umesh Gandbhir and Mrs. Shailaja Umesh Gandbhir as the “Allottee”;
4. Power of Attorney dated 31/07/2020 registered with the Joint Sub-Registrar of Assurances Vasai 4 under Serial No. VSI 4 – 2397/2020 executed by M/s. A V Crystal Realtors through its partners Mr. Amit V. Mishra and Mr. Salim Ahmed Ali Sayyed in favour of Mr. Javed Salim Shaikh and Mr. Dharmendra Ashwinkumar Mishra.
5. 7/12 extract in respect of the land bearing Survey No. 62 Hissa No. 1, Survey No. 63 Hissa No. 2/1, Survey No. 64 Hissa No. 3, of Village Gokhiware.
6. N.A. Order dated 04/04/2012 bearing no. MAHSUL/K-1/T-9/NAP/GOKHIWARE-VASAI/SR-174/2011 passed by Office of Collector, Thane in respect of the land bearing Survey No. 62 Hissa No. 1, Survey No. 63 Hissa No. 2/1, Survey No. 64 Hissa No. 3, of Village Gokhiware.
7. Commencement Certificate dated 23/03/2020 bearing no. VVCMC/TP/CC/VP-0329, 0815 & 0509/483/2019-20 issued by Vasai Virar City Municipal Corporation in respect of proposed LWC building no, 2 Wing A comprising of Stilt + 9 floor, in Sector II constructed on the land bearing Survey No. 62 Hissa No. 1, of Village Gokhiware.
8. Society registration certificate dated 03/07/2025 bearing no. PLR/VSI/HSG/(TC)/2673/Year 2025 issued under the provisions of the Maharashtra Co-operative Societies Act, 1960 in the name of A V Crystal Tower LWC building no. 2 Co-operative Housing Society Limited.
9. Project registration certificate dated 23/12/2020 bearing no. P99000027600 issued by the Maharashtra Real Estate Regulatory Authority in respect of project known as A V Crystal Tower.
10. Property tax bill dated 20/04/2026 for the year 2026-2027 issued by Vasai Virar City Municipal Corporation in the name of Mr. Kirti Umesh Gandbhir in respect of the said Flat.
11. Society maintenance bill dated 21/08/2026 for the month August 2026 issued by A V Crystal Tower LWC building no. 2 Co-operative Housing Society Limited in the name of Mr. Kirti Umesh Gandbhir in respect of the said Flat. (Mentions dues of Rs. 35,238)
12. Electricity bill dated 08/06/2026 for the month of June 2026 issued by Maharashtra State Electricity Distribution Company Limited in the name of Mr. Kirti Umesh Gandbhir. *(Trimmed)*



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

From the Draft Agreement for Sale and other documents provided to us, it appears that-

[Vasmum Note: From the Draft documents provided to us, we are unable to ascertain the entitlement of the landowners in respect of the Larger Land.]

1. In respect of the land bearing Survey No. 62 Hissa No. 1, of Village Gokhiware;

- a. 1) Waman Hari Patil, 2) Kishor Waman Patil, 3) Pradeep Waman Patil, 4) Yashoda Eknath Patil and 5) Nalini Waman Patil were the owners of all those piece and parcels of the land bearing Survey No. 62 Hissa No. 1 admeasuring 1-32-8 H.R, lying, being and situate at Village Gokhiware, Taluka Vasai and District Palghar (**“said Larger Land”**).
- b. By a Deed of Conveyance dated 18/09/2012 registered with the Sub-Registrar of Assurances Vasai 2 under Serial No. 9173/2012, 1) Waman Hari Patil, 2) Kishor Waman Patil, 3) Pradeep Waman Patil, 4) Yashoda Eknath Patil and 5) Nalini Waman Patil sold the land admeasuring 44.26 gunthas (**“said Land 1”**) out of the said Larger Land to M/s. Rashmi Ameya Developers Housing and Estate Realtors Pvt. Ltd. Through its director Mr. Devendra Rajnikant Ladhani upon the terms and conditions mentioned therein.
- c. Further by a Deed of Conveyance dated 27/06/2019 registered with the Sub-Registrar of Assurances Vasai 2 under Serial No. 9173/2012, M/s. Rashmi Ameya Developers Housing and Estate Realtors Pvt. Ltd. Through its director Mr. Devendra Rajnikant Ladhani sold the land admeasuring 11.8000 R. sq. mtrs. out of the said Land 1 to National Highspeed Railway Corporation Ltd. Through Deputy Chief Manager authorized representative Mr. Anup Shukla upon the terms and conditions mentioned therein.

2. In respect of the land bearing Survey No. 63 Hissa No. 2/1, of Village Gokhiware;

- a. 1) Raymond Duming @ Dominic Lopes, 2) Nelson Duming @ Dominic Lopes, 3) Richard Duming @ Dominic Lopes, 4) Rajan Duming @ Dominic Lopes, 5) Apolonia Martin Lopes and 6) Anna @Anibai Duming @ Dominic Lopes were entitled to area forming part of the land bearing Survey No. 63 Hissa No. 2/1, lying, being and situate at Village Gokhiware, Taluka Vasai and District Palghar (**“said Land 2”**).
- b. By a Deed of Conveyance dated 29/02/2012 registered with the Sub-Registrar of Assurance Vasai 3 under Serial No. 2506/2012, Raymond Duming @ Dominic Lopes, 2) Nelson Duming @ Dominic Lopes, 3) Richard Duming @ Dominic Lopes, 4) Rajan Duming @ Dominic Lopes, 5) Apolonia Martin Lopes and 6) Anna @Anibai Duming @ Dominic Lopes sold the aforementioned area forming part of the said Land 2 to Mr. Devendra Rajnikant Ladhani upon the terms and conditions mentioned therein.
- c. 1) Mr. Shobhana Walter @ Valin Lopes and 2) Mr. Roland Walter @ Valim Lopes were entitled to another part of the said Land 2.
- d. By a Deed of Conveyance dated 23/12/2014 registered with the Sub-Registrar of Assurance Vasai 4 under Serial No. 6476/2014, 1) Mr. Shobhana Walter @ Valin Lopes and 2) Mr. Roland Walter @ Valim Lopes sold the another part forming part of the said Land 2 to Mr. Devendra Rajnikant Ladhani upon the terms and conditions mentioned therein.



e. Accordingly, Mr. Devendra Rajnikant Ladhani became entitled to the said Land 2.

3. ***In respect of the land bearing Survey No. 64 Hissa No. 3, of Village Gokhiware;***

- a. 1) Mrs. Martha Martus Lopes, 2) Bless Michael Lopes, 3) Santan Dominic Po, 4) Louis Michael Lopes, 5) Dolly Johny D'mello 6) Robert Michael Lopes and 7) Roma Alex Colaco were the owners of all those piece and parcels of the land bearing Survey No. 64 Hissa No. 3, lying, being and situate at Village Gokhiware, Taluka Vasai and District Palghar (**"said Land 3"**).
- b. By a Deed of Conveyance dated 21/11/2011 registered with the Sub-Registrar of Assurances Vasai 3 under Serial No. 14636/2011, 1) Mrs. Martha Martus Lopes, 2) Bless Michael Lopes, 3) Santan Dominic Po, 4) Louis Michael Lopes, 5) Dolly Johny D'mello 6) Robert Michael Lopes and 7) Roma Alex Colaco sold the said Land 3 to Mr. Devendra Rajnikant Ladhani upon the terms and conditions mentioned therein.

*[The said Land 1, said Land 2 and said Land 3 hereinafter collectively referred as **"said Land"**]*

4. By a Development Agreement dated 14/08/2020 registered with the Sub-Registrar of Assurances Vasai 3 under Serial No. 7156/2020, 1) Mr. Devendra Rajnikant Ladhani, 2) M. Anil Ramchandra Gupta, 3) M/s. Sai Rydam Realtors Private Limited, 4) M/s. Rashmi Ameys Developers Housing & Estate Realtors Private Limited and 5) i) Mrs. Fatema Aliasgar Bhaanpurwala, 5) ii) Mr. Quaidjhar Mawbulhussain Miyajiwala, 5) iii) Mr. Minhaj Siraj Ahmed and 5) iv) Mr. Israr Moinuddin Khan granted development rights in respect of FSI area admeasuring 1503.91 sq. mtrs. out of total FSI admeasuring 1939.57 sq. mtrs. built-up area in Wing A of LWC building no. 2 in Sector No. II in favour of M/s. A V Crystal Realtors (**"Promoter"**) upon the terms and conditions mentioned therein.
5. By another Development Agreement dated 14/08/2020 registered with the Sub-Registrar of Assurances Vasai 3 under Serial No. 7158/2020, 1) Mr. Devendra Rajnikant Ladhani, 2) M. Anil Ramchandra Gupta, 3) M/s. Sai Rydam Realtors Private Limited and 4) M/s. Rashmi Ameys Developers Housing & Estate Realtors Private Limited granted development rights in respect of FSI area admeasuring 435.66 sq. mtrs. out of total FSI admeasuring 1939.57 sq. mtrs. built-up area in Wing A of LWC building no. 2 in Sector No. II in favour of the said Promoter upon the terms and conditions mentioned therein.
6. Commencement Certificate dated 23/03/2020 bearing no. VVCMC/TP/CC/VP-0329, 0815 & 0509/483/2019-20 was issued by Vasai Virar City Municipal Corporation in respect of proposed LWC building no, 2 Wing A comprising of Stilt + 9 floor, in Sector II constructed on the said Land 1.
7. The said Promoter constructed a building no. 2 known as A V Crystal Tower consisting of Wing A comprising of Stilt + 9 floor on the said Land 1. (**"said Building"**)
8. By an Agreement for Sale dated 23/03/2021 registered with the Joint Sub-Registrar of Assurances Vasai 3 under Serial No. VSI 3 – 5098/2021, the said Promoter sold the said Flat to Mr. Kirti Umesh Gandbhir and Mrs. Shailaja Umesh Gandbhir upon the terms and conditions mentioned therein.



9. By an Agreement for Sale dated 18/04/2024 registered with the Joint Sub-Registrar of Assurances Vasai 3 under Serial No. VSI 3 – 7627/2024, Mr. Kirti Umesh Gandbhir and Mrs. Shailaja Umesh Gandbhir sold the said Flat to Mr. Amiruddin Anwaruddin Shaikh upon the terms and conditions mentioned therein.
10. Now, the borrowers i.e. Mr. Ashish Kumar Rakesh Kumar Yadav and Mrs. Munnidevi Rakesh Kumar Yadav intend to purchase the said Flat from Mr. Amiruddin Anwaruddin Shaikh.

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

We have been provided with photocopies of:

1. Draft Agreement for Sale proposed to be executed between Mr. Amiruddin Anwaruddin Shaikh as the “Transferor” and Mr. Ashish Kumar Rakesh Kumar Yadav and Mrs. Munnidevi Rakesh Kumar Yadav as the “Transferees”;
2. Agreement for Sale dated 18/04/2024 registered with the Joint Sub-Registrar of Assurances Vasai 3 under Serial No. VSI 3 – 7627/2024 executed between Mr. Kirti Umesh Gandbhir and Mrs. Shailaja Umesh Gandbhir as the “Transferors” and Mr. Amiruddin Anwaruddin Shaikh as the “Transferee”;
3. Agreement for Sale dated 23/03/2021 registered with the Joint Sub-Registrar of Assurances Vasai 3 under Serial No. VSI 3 – 5098/2021 executed between M/s. A V Crystal Realtors as the “Promoter” and Mr. Kirti Umesh Gandbhir and Mrs. Shailaja Umesh Gandbhir as the “Allottees”;

PART V: OTHER PROVISIONS:

1. Whether provisions of urban land ceiling act are applicable? **As per the documents provided to us, 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, by an Order dated 04/04/2012.**
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, photocopy is provided to us.**
7. Whether required documents are available for creating mortgage? **To be ascertained, 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? **To be ascertained, subject to what is stated herein and receipt of documents mentioned below.**



9. Whether the proposed mortgage by deposit of title deeds is possible? **To be ascertained, subject to what is stated herein and receipt of documents mentioned below.**
10. What is the tenure of the land; if it is leased? **Not Applicable. Land is freehold.**
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 5.15 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: - 1115440560
Search Conducted Years: 2014 -2026
Name of the Search clerk: Rashmi Tank.
Search Report Date: 09/09/2026

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 due execution and registration of agreement in favour of Mr. Ashish Kumar Rakesh Kumar Yadav and Mrs. Munnidevi Rakesh Kumar Yadav, what is stated herein and technical approval on the said Flat being an authorised construction, the title of Mr. Ashish Kumar Rakesh Kumar Yadav and Mrs. Munnidevi Rakesh Kumar Yadav shall be valid, clear, marketable and unencumbered over the said Flat.



The mortgage if created will be available to ICICI HFCL for the liability of the Borrowers i.e., Mr. Ashish Kumar Rakesh Kumar Yadav and Mrs. Munnidevi Rakesh Kumar Yadav.

Occupancy Certificate issued by competent authority in respect of the said Building is not provided to us. The technical team to check the said Building is an authorised construction.

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 Mr. Amiruddin Anwaruddin Shaikh as the “Transferor” and Mr. Ashish Kumar Rakesh Kumar Yadav and Mrs. Munnidevi Rakesh Kumar Yadav as the “Transferees” registered with the local Sub-Registrar of Assurances along with registration, payment receipts and Index II.
2. Original Agreement for Sale dated 18/04/2024 registered with the Sub-Registrar of Assurances Vasai 3 under Serial No. VSI 3 – 7627/2024 executed between Mr. Kirti Umesh Gandbhir and Mrs. Shailaja Umesh Gandbhir as the “Transferors” and Mr. Amiruddin Anwaruddin Shaikh as the “Transferee” along with registration receipt and Index II.
3. Original Agreement for Sale dated 23/03/2021 registered with the Sub-Registrar of Assurances Vasai 3 under Serial No. VSI 3 – 5098/2021 executed between M/s. A V Crystal Realtors as the “Promoter” and Mr. Kirti Umesh Gandbhir and Mrs. Shailaja Umesh Gandbhir as the “Allottees” along with registration, payment receipt and Index II.
4. Original Permission to mortgage issued by the Society in favour of ICICI HFCL in respect of the said Flat and confirming that Share Certificate is not yet issued by the Society and that the said Land and Flat are free from any adverse claims, encumbrances.
5. Photocopy of latest utility bills /receipts i.e., property tax, electricity, society maintenance in respect of the said Flat.

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

1. Notice of Intimation filed with the local Sub Registrar of Assurances in respect of charge over the said Flat.

OBSERVATIONS: NIL

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/ Shop /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 Promoter/ land in respect of the said Property.

Place: Vasai.

Date: 08th October, 2026

Suchita
Jaywant
Shinde
Digitally signed
by Suchita
Jaywant Shinde
Date: 2026.10.08
15:10:07 +05'30'

For Manish N. Rajani

Managing Partner

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