

DROIT LEGAL SOLUTIONS

ADVOCATES HIGH COURT

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LEGAL SCRUTINY REPORT

Ref. No. DL-26-3855/77000366296

Dated: 27th Sept./05th /6th Oct. 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 Narendra T. Chounal.

PART I: PROPERTY DETAILS:

1. **Name of the Applicant/Borrower/s:** Narendra T. Chounal.
2. **Name of the Co-applicant/s: (if any):** NA.
3. **Type of Loan:** BT Top-up (Bank of India)(Society formed)
4. **Purpose of Loan:** BT Top-up (Bank of India) (Society formed)
5. **Name of the Property Owner/s:** Narendra T. Chounal.
6. **Description of the Property:**

Flat No. 204, on 2nd Floor, G-Wing, Adm. 475 Sq. ft. (S. Built-up area) in Building & Society known as “Gayatri Dham Phase-II CHSL”, constructed on land bearing Old S. no. 184, New S. no. 152, H. no. 3, Village- Mira, Tal. & Dist. Thane. **(Flat + land details as per Agreement for Sale dated 30/03/2005, (TNN-10-01842-2005)).**
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 Agreement for Sale dated 02/09/2015 (TNN-10-12954-2015), executed between Mr. Tanaji Namdeo Doltode, as the Transferor AND Narendra T. Chounal, as the Transferee.
- 2.2 Copy of registration receipt bearing no. TNN-10-12954-2015, dated 02/09/2015, for Rs. 30, 600/-, issued by Joint Sub-registrar, Thane-10.
- 2.3 Copy of e-SBTR dated 28/08/2015, for Rs. 2, 08,500/- & Rs. 30, 000/-, issued by Government of Maharashtra.

- 2.4 Copy of Index-2 (12954-2015) (Agreement).
- 2.5 Copy of Agreement for Sale dated 30/03/2005, (TNN-10-01842-2005), executed between M/s. Giriraj Construction Co., a partnership firm, as the Builders And Mr. Tanaji Namdeo Doltode, as the Purchaser.
- 2.6 Copy of registration receipt bearing no. TNN-10-01842-2005, dated 31/03/2005, for Rs. 4690/-, issued by Joint Sub-registrar, Thane-10.
- 2.7 Copy of Village Specimen 7, 7A and 12 extract.
- 2.8 Copy of Construction permission dated 03/01/2005, issued by MBMC.
- 2.9 Copy of title certificate dated 27/09/___, issued by Adv. D,G, Naik.
- 2.10 Copy of ULC Order dated 27/09/19_2, issued by Competent Authority, Thane.
- 2.11 Copy of order dated 14/07/2004, issued by Additional District collector, Thane.
- 2.12 Copy of General Power of Attorney dated 15/01/2005, executed between Mr. Suresh Panchmatia, partners of M/s. Giriraj Construction Co., constituted and appointed Mr. Nikhil Thakkar & 1 other.
- 2.13 Copy of Share certificate No. 32 (Distinctive No. 156 to 160) dated 14/08/2013 issued by Gayatri Dham Phase-II CHSL.
- 2.14 Copy of LOD dated 03/06/2026 issued by Bank of India
- 2.15 Copy of Property tax bill for the period of 2024- 2025 for Rs. 9,140/-, issued by MBMC

PART III: FLOW OF TITLE OF PROPERTY:

- 3.1 As per provided documents and title certificate it appears that, Mrs. Bodibai alias Bhudhabai Narayan Bhoir was the owner of land bearing Old S. no. 184, New S. no. 152, H. no. 3,Village- Mira, Tal. & Dist. Thane. **(Said land).**
- 3.2 Mrs. Bodibai alias Bhudhabai Narayan Bhoir died intestate on or around 1969, leaving behind her married daughter Mrs. Bhagubai Chandar Bhoir, Mrs. Radhabai Vishnu Patil as her legal heirs. (Names recorded in the Mumtation entry no. 1071, dated 04/01/1973).
- 3.3 By a Mutation entry no. 1585, dated 27/04/1992, ot appears that Mrs. Mrs. Bhagubai Chandar Bhoir had given a Vardi Application to the revenue officers to record the name of her daughter by name Mrs. Parvatibai Vasant Patil and her children Mr. Sashikant Vasant Patil, Mr. Manoj Vasant Patil and Suresh Vasant Patil.
- 3.4 Mrs. Bhagubhai bhoir, Mrs. Radhabai Vishnu Patil, Mrs. Parvatibai Vasant Patil, Mr. Sashikant Vasant Patil, Mr. Manoj Vasant Patil and Suresh Vasant Patil, were the owners of land bearing Old S. no. 184, New S. no. 152, H. no. 3,Village- Mira, Tal. & Dist. Thane. (Names reflected on 7/12 extract).
- 3.5 By an Agreement for Sale dated 02/11/1993, the said Mrs. Bhagubai Chandar Bhoir & others had agreed to sell the said property to Mr. Jitendra kisan Thakur, Mr. Manoj Kisan Thakur and Mr. Mangesh Kisan Thakur.

- 3.6 By an Agreement for Sale dated __, Mr. Jitendra kisan Thakur and others had sold the said property to M/s. Giriraj Construction Co.
- 3.7 The said M/s. Giriraj Construction Co., obtained necessary construction permission from competent authority and constructed a building thereon.
- 3.8 By an Agreement for Sale dated 30/03/2005, (TNN-10-01842-2005) read along with Agreement for extra amenities dated 31/03/2005 (TNN-10-1843-2005), M/s. Giriraj Construction Co. had sold Flat No. 204, on 2nd Floor, G-Wing, Adm. 475 Sq. ft. (S. Built-up area) in Building known as “Gayatri Dham Phase-II” to Mr. Tanaji Namdeo Doltode. **(Consideration was paid slab-wise).- we have not been provided the** Agreement for extra amenities dated 31/03/2005 (TNN-10-1843-2005)
- 3.9 By an Agreement for Sale dated 02/09/2015 (TNN-10-12954-2015), executed between Mr. Tanaji Namdeo Doltode, had sold Flat No. 204, on 2nd Floor, G-Wing, Adm. 475 Sq. ft. (S. Built-up area) in Building & Society known as “Gayatri Dham Phase-II CHSL”, to Narendra T. Chounal. **(Verify regarding final payment receipt).**
- 3.10 All the flat purchasers formed Co-op. Society in the name and style as “Gayatri Dham Phase-II CHSL” Reg. No. TNA/HSG/TC/22310/2010 & said society issued Share certificate No. 32 (Distinctive No. 156 to 160) dated 14/08/2013, in the name of Tanaji Namdeo Doltode & Which duly transferred in the name of Narendra Taradutt Chounal on 04/10/2017
- 3.11 Said flat is mortgaged with Bank of India, **Obtain no dues letter.**

PART IV: EVIDENCE OF THE TITLE OF PROPERTY:

Registered Agreement for Sale dated 02/09/2015 (TNN-10-12954-2015), executed between Mr. Tanaji Namdeo Doltode, as the Transferor AND Narendra T. Chounal, as the Transferee, **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 **Narendra T. Chounal** 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 **Narendra T. Chounal**.

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: -

- a. Copy of Agreement for Sale dated 02/09/2015 (TNN-10-12954-2015), executed between Mr. Tanaji Namdeo Doltode, as the Transferor AND Narendra T. Chounal, as the Transferee.
- b. Copy of registration receipt bearing no. TNN-10-12954-2015, dated 02/09/2015, for Rs. 30, 600/-, issued by Joint Sub-registrar, Thane-10.
- c. Copy of e-SBTR dated 28/08/2015, for Rs. 2, 08,500/- & Rs. 30, 000/-, issued by Government of Maharashtra.
- d. Copy of Index-2 (TNN-10-12954-2015) (Agreement).
- e. Copy of Agreement for Sale dated 30/03/2005, (TNN-10-01842-2005), executed between M/s. Giriraj Construction Co., a partnership firm, as the Builders And Mr. Tanaji Namdeo Doltode, as the Purchaser. **Along with Stamp duty paid receipt**
- f. Copy of registration receipt bearing no. TNN-10-01842-2005, dated 31/03/2005, for Rs. 4690/-, issued by Joint Sub-registrar, Thane-10.
- g. **Original** Share certificate No. 32 (Distinctive No. 156 to 160) dated 14/08/2013 issued by Gayatri Dham Phase-II CHSL. **(Read with Remark-3)**
- h. **Original** LOD dated 03/06/2026 issued by Bank of India. **(Read with Remark 4).**

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

1. **Original** Agreement for Sale dated 02/09/2015 (TNN-10-12954-2015), executed between Mr. Tanaji Namdeo Doltode, as the Transferor AND Narendra T. Chounal, as the Transferee.
2. **Original** registration receipt bearing no. TNN-10-12954-2015, dated 02/09/2015, for Rs. 30, 600/-, issued by Joint Sub-registrar, Thane-10.
3. **Original** e-SBTR dated 28/08/2015, for Rs. 2, 08,500/- & Rs. 30, 000/-, issued by Government of Maharashtra.
4. **Original** Index-2 (TNN-10-12954-2015) (Agreement).
5. **Original** Agreement for Sale dated 30/03/2005, (TNN-10-01842-2005), executed between M/s. Giriraj Construction Co., a partnership firm, as the Builders And Mr. Tanaji Namdeo Doltode, as the Purchaser. **Along with Stamp duty paid receipt along with Index II.**

6. **Original** registration receipt bearing no. TNN-10-01842-2005, dated 31/03/2005, for Rs. 4690/-, issued by Joint Sub-registrar, Thane-10.
7. **Original** Agreement for extra amenities dated 31/03/2005 (TNN-10-1843-2005) executed between M/s. Giriraj Construction Co., a partnership firm, as the Builders And Mr. Tanaji Namdeo Doltode, as the Purchaser. **Along with Registration receipt, Stamp duty paid receipt along with Index II. (Read with Remark-2)**
8. **Original** NOC for Mortgage issued by Gayatri Dham Phase-II CHSL
9. **Original** No dues letter issued by Bank of India.

Remarks:-

1. Kindly note that we have not been provided with OC. **As per Mail confirmation same is not available kindly verify the stability of the building through your technical team at your end.**
2. Kindly Obtain Agreement for extra amenities dated 31/03/2005 (TNN-10-1843-2005) (as per LOD)
3. Kindly note that in provided LOD detail of share certificate is not mentioned so take it up front.
4. During search we found entry for –Notice Of Intimation Dated 03/02/2020 (TNN-4/446/2020), executed between executed between Narendra Chounal, the Party of first part And Bank of India, the Party of second part. (In respect of Flat No. G 204, Building Known as “Gayatri Dham Phase-2 Chs. Ltd.”). **We have been provided with LOD from Bank of India.**

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 available

Place: Mumbai

Dated: 27th Sept./05th /6th Oct. 2026

Droit Legal Solutions

VIMLENDRAKU
MAR
RAMESHCHAN
D DUBE

Digitally signed by
VIMLENDRAKUMA
R RAMESHCHAND
DUBE

Advocate