

Title Report

Vinod C. Darji

B.Com., LL.B.

ADVOCATE

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Ref No.

Date:

File No. : 758/2022

To,

Prayasam Developers LLP

A Limited Liability Partnership Firm

Having registered office at: 403, 4th Floor,

3rd-Eye Vision, Opp. Shivalik Plaza,

IIM Road, Panjrapole, Ahmedabad

Through its Authorized Partner

Hiteshkumar Motilal Patel

Ref: IN THE MATTER OF INVESTIGATION of title to the Non-agricultural land for Multipurpose use bearing Final Plot No.102 admeasuring 2618 sq.mtrs of Draft Town Planning Scheme No. 406 (Bhadaj) comprised of Block No. 184/B admeasuring 4364 sq.mtrs. out of which as per approved plan Sub-Plot No. 1 admeasuring 1671.77 sq.mtrs. i.e. 2000 sq.yds. (proportionate land admeasuring 2787 sq.mtrs. of Block No. 184/B) together with proposed construction standing thereon, which is known as "PRAYASAM" situate, lying and being at Mouje Bhadaj, Taluka Ghatlodia in the Registration District of Ahmedabad and Sub-District of Ahmedabad-8 (Sola) belonging to **Prayasam Developers LLP.**



I refer to your instructions to give opinion on title to the captioned land, by taking necessary searches to be taken with the revenue and Sub-Registry records for a period of last about Thirty years. I have caused necessary searches to be taken accordingly through my search clerk. I have taken root of title commencing from about last Thirty years from now. My report on title and opinion thereof is as stated hereafter. For detailed facts and particulars reference may be taken from the documents, papers, writings and the records referred to herein below.

Ref No.

Date:

1. Originally, the land admeasuring Acre 0-27 Gunthas of old Survey No. 159/4 and Acre 0-39 Gunthas of old Survey No. 159/7 was independently owned, occupied and possessed by Keshavlal Mohandas prior to 1969.
2. Thereafter, as per the provisions of Prevention & Fragmentation and Consolidation of Holdings Act, Settlement Commissioner and Director of Land Records, Ahmedabad, Gujarat State had approved the Amalgamation Scheme of Bhadaj Village and in pursuance of that land bearing Block No. 184 admeasuring Acre 2-29 Gunthas was allotted in lieu of land bearing Survey Nos. 159/4, 159/7 & 159/5 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 1819 dated 01/06/1969, which was certified by the competent authority on 15/12/1970.
3. Thereafter, the owner of the said land has obtained loan from Bhadaj Group Vividh Karyakari Seva Sahakari Mandali Ltd. on the said land together with other lands and hence, charge of the said Mandali was created in the other rights of revenue record of said land and entry to that effect was mutated in the revenue record vide Mutation Entry No. 1839 dated 05/06/1971, which was certified by the competent authority on 14/10/1971.
4. Thereafter, the owner of the said land has obtained loan from Gujarat State Co Operative Land Development Bank Ltd. on the said land together with other lands and hence, charge of the said Bank was created in the other rights of revenue record of said land and entry to that effect was mutated in the revenue record vide Mutation Entry No. 2613 dated 01/09/1993, which was certified by the competent authority on 06/11/1993.
5. Thereafter, the owner of the said land Keshavlal Mohandas died intestate on 14/12/1994 leaving behind him his legal heirs as (1) Lilaben Keshavlal (2) Sombhai Keshavlal (3) Shambhubhai Keshavlal & (4) Babubhai Keshavlal and hence their names have been brought on the revenue record upon hereditary rights and entry to that effect was mutated in the revenue record vide Mutation Entry No. 2866



Ref No.

Date:

dated 17/12/1995, which was certified by the competent authority on 14/02/1996.

6. Thereafter, the owners of the said land have fully liquidated the loan taken from Gujarat State Co Operative Agricultural and Rural Development Bank Ltd. on the said land, and hence charge of the said Bank was deleted from the other rights of revenue record as per Form No. 58 dated 06/03/2000 issued by the said Bank and entry to that effect was mutated in the revenue record vide mutation Entry No. 3156 dated 20/03/2000, which was certified by the competent authority on 20/04/2000.
7. Thereafter, the owners of the said land have obtained loan from Bhadaj Seva Sahakari Mandali Ltd. on the said land together with other lands and hence, charge of the said Mandali was created in the other rights of revenue record of said land and other lands and entry to that effect was mutated in the revenue record vide Mutation Entry No. 3401 dated 26/09/2003 which was certified by the competent authority on 24/11/2003.
8. Thereafter, the co-owner of the said land of Block No. 184 namely Lilaben Keshavlal Patel has released her rights in favour of (1) Sombhai Keshavlal (2) Shambhubhai Keshavlal & (3) Babubhai Keshavlal and hence, her name was deleted from the revenue records of said land and entry to that effect was mutated in the revenue record vide Mutation Entry No. 4045 dated 10/07/2007, which was certified by the competent authority on 30/08/2007.
9. Thereafter, co-owners of the said land of Block No. 184 namely (1) Shambhubhai Keshavlal & (2) Babubhai Keshavlal have sold and conveyed of the land bearing Block No. 184, admeasuring 11028 sq.mtrs. paiki out of their undivided share land admeasuring 7000 sq.yds. i.e. 5852.84 sq.mtrs. to Hitesh Kantilal Barot by sale deed registered in the office of the Sub-Registrar of Assurances at Ahmedabad-2 (Vadaj) under Serial No. 15973 dated 10/09/2008 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 4277 dated 17/09/2008, which was certified by the competent authority on 15/11/2008.

Ref No.

Date:

10. Thereafter, said Somabhai Keshavlal etc. have sold and conveyed the land bearing Block No. 184, admeasuring 11028 sq.mtrs. paiki land admeasuring 5852.84 sq.mtrs. to Hitesh Kantilal Barot and land of admeasuring 810 sq.mtrs. to Mohanbhai Kalabhai and Bhadreshkumar Bechardas by registered sale deeds and as per retrospective effect, Deputy Collector, Viramgam Prant, Ahmedabad has given permission for block division vide its order No. ADM/Bhadaj/Block Vibhajan/SR-319/08 in October, 2008 with certain terms and conditions mentioned therein and entry to that effect was mutated in the revenue record vide Mutation Entry No. 4304 dated 16/10/2008, which was certified by the competent authority on 06/01/2009.
11. Thereafter, owners of the said land of Block No. 184 namely (1) Somabhai Keshavlal (2) Shambhubhai Keshavlal & (3) Babubhai Keshavlal have sold and conveyed the land bearing Block No. 184, admeasuring 11028 sq.mtrs. paiki undivided land admeasuring 810 sq.mtrs. to (1) Mohan Kalidas Patel (owner of 50% share) and (2) Bhadreshbhai Bechardas Oza (owner of 50% share) by sale deed registered in the office of the Sub-Registrar of Assurances at Ahmedabad-2 (Vadaj) under Serial No. 12689 dated 20/06/2008 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 4348 dated 31/12/2008, which was certified by the competent authority on 18/04/2009.
12. Thereafter, the District Inspector Land Records, Ahmedabad has passed an order No.SRV/Du.P/Bhadaj/09 dated 26/02/2009 and as per Durasti Patrak No. 50, the land of Block No. 184 was divided into 3 (Three) Parts i.e. Block No.184/A admeasuring 810 sq.mtrs. owned by Mohanbhai Kalidas Patel and Bhadreshbhai Becharbhai Oza, Block No.184/B admeasuring 4364 sq.mtrs. owned by (1) Shambhubhai Keshavlal Patel (2) Babubhai Keshavlal Patel & (3) Somabhai Keshavlal Patel and Block No.184/C admeasuring 5853 sq.mtrs. owned by Hiteshbhai Kantilal Barot and entry to that effect was mutated in the revenue record vide Mutation Entry No. 4426



Ref No.

Date:

dated 15/07/2009, which was certified by the competent authority on 07/10/2009.

13. Thereafter, the City and Daskroi Taluka of Ahmedabad District were reconstituted vide Resolution No. PFR/102011/275/L/1 dated 17-03-2012 and formed as Ahmedabad (East) and Ahmedabad (West) and accordingly Bhadaj Village of Daskroi Taluka was covered within the Taluka Boundaries of Ahmedabad City (West) and entry to that effect was mutated in the revenue record by Mutation Entry No. 5191 dated 03/05/2012, which was certified by the competent authority on 05/05/2012.
14. Thereafter, the co-owner of the said land of Block No. 184/B namely Somabhai Keshavlal Patel has released his rights without consideration in favour of the co-owner of said land (1) Shambhubhai Keshavlal Patel & (2) Babubhai Keshavlal Patel by executing release deed registered in the office of the Sub-Registrar of Assurances at Ahmedabad-13 (City) under Serial No. 1612 dated 09/07/2018 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 6319 dated 10/09/2018, which was certified by the competent authority on 27/11/2018.
15. Thereafter, the owners of the said land bearing Block No. 184/B (1) Shambhubhai Keshavlal Patel & (2) Babubhai Keshavlal Patel have filed an application to enter the names of their family members (1) Kapilaben Shambhubhai Patel (2) Rishi Shambhubhai Patel (3) Sudhaben Babubhai Patel (4) Nishaben Babubhai Patel (5) Meghaben Babubhai Patel & (6) Nidhishkumar Babubhai Patel as co-owners of the said land and hence, their names were entered as co-owners of the said land and entry to that effect was mutated in the revenue record by Mutation Entry No. 6384 dated 12/12/2018, which was certified by the competent authority on 16/02/2019.
16. Thereafter, the owners of the said land bearing Block No. 184/B has obtained loan from The Bhadaj Group Seva Sahakari Mandali Ltd. on the said land and hence, charge of the said Mandali was created in the other rights of revenue record of said land and entry to that effect was mutated in the revenue record vide Mutation Entry No.

f No.

Date:

6549 dated 27/06/2019, which was certified by the competent authority on 20/08/2019.

17. Thereafter, the provisions of the Town Planning Scheme made applicable to the lands of mouje Bhadaj and accordingly, the land of Block No. 184/B admeasuring 4364 sq.mtrs. was merged into Draft Town Planning Scheme No. 406 (Bhadaj) and allotted Final Plot No. 102 and the area was fixed to the extent of 2618 sq.mtrs.
18. Thereafter, the District Collector, Ahmedabad has granted permission for the non-agriculture use of the said land of Final Plot No. 102 admeasuring 2618 sq.mtrs. for multipurpose use of Draft Town Planning Scheme No. 406 (Bhadaj) comprised of Revenue Block No. 184/B vide its Order No. 610/07/17/059/2021 dated 16/03/2021 and entry to that effect was mutated in the revenue record by Mutation Entry No. 7005 dated 18/03/2021, which was certified by the competent authority on 21/05/2021.
19. Thereafter, the owners of the said land have fully liquidated the loan taken from Bhadaj Group Seva Sahakari Mandali Ltd. on the said land, and hence charge of the said Mandali was deleted from the other rights of revenue record as per Certificate dated 30/04/2021 issued by the said Mandali and entry to that effect was mutated in the revenue record vide mutation Entry No. 7043 dated 27/05/2021, which was certified by the competent authority on 05/07/2021.
20. Thereafter, said (1) Shambhubhai Keshavlal Patel (2) Babubhai Keshavlal Patel (3) Kapilaben Shambhubhai Patel (4) Rishi Shambhubhai Patel (5) Sudhaben Babubhai Patel (6) Nishaben Babubhai Patel (7) Meghaben Babubhai Patel & (8) Nidhishkumar Babubhai Patel have entered into Development Agreement with M. N. Infinity, a Partnership Firm to develop the non-agriculture land of Final Plot No. 102 admeasuring 2618 sq.mtrs. paiki undivided land admeasuring 1399 Sq.Mtrs. i.e. 1673 Sq.yds., which was registered in the office of the Sub-Registrar of Assurances at Ahmedabad-8 (Sola) under Serial No. 11198 dated 09/06/2021.



Date:

ef No.

21. Thereafter, owners of the said land bearing Final Plot No.102 (allotted in lieu of Block No. 184/B admeasuring 4364 sq.mtrs.) admeasuring 2618 sq.mtrs. of Draft Town Planning Scheme No. 406 (Bhadaj) Shambhubhai Keshavlal Patel etc. has obtained loan from The Kalol Nagrik Sahakari Bank Ltd. on the said land by executing Mortgage Deed registered in the office of the Sub-Registrar of Assurances at Ahmedabad-8 (Sola) under Serial No. 11201 dated 10/06/2021 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 7095 dated 02/08/2021, which was certified by the competent authority on 15/09/2021.
22. Thereafter, the owners of the said land Shambhubhai Keshavlal Patel etc. have fully liquidated the loan taken from The Kalol Nagrik Sahakari Bank Ltd. on the said land, and hence charge of the said Bank was deleted from the other rights of revenue record by executing Release Deed registered in the office of the Sub-Registrar of Assurances at Ahmedabad-8 (Sola) under Serial No. 20451 dated 21/10/2021 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 7244 dated 28/12/2021, which was certified by the competent authority on 08/03/2022.
23. Thereafter, aforesaid Development Agreement executed on 09/06/2021 registered under Serial No. 11198 has been cancelled by Cancellation of Development Agreement executed between M. N. Infinity, a Partnership Firm and (1) Shambhubhai Keshavlal Patel (2) Babubhai Keshavlal Patel (3) Kapilaben Shambhubhai Patel (4) Rishi Shambhubhai Patel (5) Sudhaben Babubhai Patel (6) Nishaben Babubhai Patel (7) Meghaben Babubhai Patel & (8) Nidhishkumar Babubhai Patel for the said land which was registered in the office of the Sub-Registrar of Assurances at Ahmedabad-8 (Sola) under Serial No. 8538 dated 19/04/2022.
24. Thereafter, the owners of the land of Final Plot No.102 admeasuring 2618 sq.mtrs. of Draft Town Planning Scheme No. 406 (Bhadaj) have submitted the lay-out plan for division and accordingly, Assistant Town Development Officer, Ahmedabad Municipal Corporation, Ahmedabad vide his Order No. 001LD22230188 dated

Ref No.

Date:

- 02/08/2022 sanctioned the plans for division of Final plot No. 102 as per the conditions mentioned therein and allotted the said Final Plot into 2 (Two) Parts i.e. Sub Plot No.1 admeasuring 1671.77 sq.mtrs. and Sub Plot No. 2 admeasuring 946.23 sq.mtrs. owned by Shambhubhai Keshavlal Patel & others.
25. Thereafter, Memorandum of Understanding executed amongst Shambhubhai Keshavlal Patel & others for the land of Final Plot No. 102 admeasuring 2618 and in pursuance thereof said land came to the equal share in all family members which was registered in the office of the Sub-Registrar of Assurances at Ahmedabad-8 (Sola) under Serial No. 20596 dated 14/09/2022.
26. Thereafter, co-owners of the said land namely (1) Shambhubhai Keshavlal Patel (2) Babubhai Keshavlal Patel (3) Kapilaben Shambhubhai Patel (4) Rishi Shambhubhai Patel (5) Sudhaben Babubhai Patel (6) Nishaben Babubhai Patel (7) Meghaben Babubhai Patel & (8) Nidhishkumar Babubhai Patel have sold and conveyed the land bearing Final Plot No.102 admeasuring 2618 sq.mtrs of Draft Town Planning Scheme No. 406 (Bhadaj) comprised of Block No. 184/B admeasuring 4364 sq.mtrs. out of which as per approved plan Sub-Plot No. 1 admeasuring 1671.77 sq.mtrs. i.e. 2000 sq.yds. (proportionate land admeasuring 2787 sq.mtrs. of Block No. 184/B) to Prayasam Developers LLP, a Limited Liability Partnership Firm through its authorized partner Hiteshkumar Motilal Patel by sale deed registered in the office of the Sub-Registrar of Assurances at Ahmedabad-8 (Sola) under Serial No. 21652 dated 29/09/2022 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 7595 dated 13/10/2022, which is to be certified.
27. Thereafter, legal heirs of Rishi Shambhubhai Patel namely (1) Bhartiben w/o Rishi Shambhubhai Patel (2) Minor Devansh and Dwiti through their natural guardian and father Rishi Shambhubhai Patel & Legal heir of Nidhishkumar Babubhai Patel namely Sneha w/o Nidhishbhai Patel & d/o Rasikbhai Patel have confirmed the aforesaid sale deed executed on 29/09/2022 registered under serial No. 21652 in favour of Prayasam Developers LLP, a Limited

Date:

Liability Partnership Firm, which is notarized by Notary Public Advocate shri Bhupendra D. Patel dated 30/09/2022 under serial No. D/260/2022.

28. Thereafter, the Ahmedabad Municipal Corporation has sanctioned plans for the construction of residential and commercial units on the non-agriculture land of Sub Plot No. 1 of Final Plot No.102 of Draft Town Planning Scheme No. 406 (Bhadaj) of mouje Bhadaj vide its case No. BHNTI/NWZ/120922/CGDCRV/A6452/Ro/M1 and issued Rajachitthi No.07019/120922/A6452/Ro/M1 dated 18/10/2022.
29. Accordingly, said Prayasam Developers LLP, a Limited Liability Partnership Firm has floated a scheme of residential and commercial units on the said Non-agricultural land for Multipurpose use bearing Final Plot No.102 admeasuring 2618 sq.mtrs of Draft Town Planning Scheme No. 406 (Bhadaj) comprised of Block No. 184/B admeasuring 4364 sq.mtrs. out of which as per approved plan Sub-Plot No. 1 admeasuring 1671.77 sq.mtrs. i.e. 2000 sq.yds. (proportionate land admeasuring 2787 sq.mtrs. of Block No. 184/B) of Mouje Bhadaj, which is known as "PRAYASAM" as per the approved plans.
30. As a part of investigation of title, I have published a public notice appeared in the daily newspaper "Gujarat Samachar" dated 11/11/2022 for inviting claim, objection, obligation, charges or lien in, on or upon said land, pursuant to which, I have not received any claim or objection in response thereto.
31. As a part of investigation of title, I have examined search report of Prayasam Developers LLP, a Limited Liability Partnership Firm duly registered under identification No. ABB-2583 dated 02/06/2022 under section 12 (1) of the Limited Liability Partnership Act 2008 and under Rule 11(3) of the Limited Liability Partnership Rules 2009 before Registrar Of Companies, Central Registration Centre, which is taken from Registrar of Companies,

Date:

dated 22/11/2022 duly certified by HDR & Associates (Company Secretary) though its proprietor Mr. Hiren Raiyani and as per mentioned in the said report that there is no lien or charge on the said firm.

32. Thereafter, by declaration cum indemnity bond on 22/11/2022 made on oath by said Prayasam Developers LLP, a Limited Liability Partnership Firm through its authorized partner Hiteshkumar Motilal Patel duly attested by Sohini B. Patel, Notary Public of Ahmedabad under Serial No. 2374/2022, has inter-alia declared therein that the Non-agricultural land for Multipurpose use bearing Final Plot No.102 admeasuring 2618 sq.mtrs of Draft Town Planning Scheme No. 406 (Bhadaj) comprised of Block No. 184/B admeasuring 4364 sq.mtrs. out of which as per approved plan Sub-Plot No. 1 admeasuring 1671.77 sq.mtrs. i.e. 2000 sq.yds. (proportionate land admeasuring 2787 sq.mtrs. of Block No. 184/B) together with proposed construction standing thereon, which is known as "PRAYASAM" situate, lying and being at Mouje Bhadaj, Taluka Ghatlodia in the Registration District of Ahmedabad and Sub-District of Ahmedabad-8 (Sola) is owned, occupied and possessed by them and no other person, body or authority has any right, title, share, claim and interest in the said land or any part thereof and the same has not been mortgaged, charged, assigned or transferred to anybody else in any manner of whatsoever nature and the same is free from all encumbrances, litigations and third party claims, disputes, charges, lien etc.

In view of what is stated above from that and from the information given to me that except what is stated herein above, the said land has not been given in security nor created any charge or encumbrance of any nature whatsoever thereon, nor the said land is subject matter of any pending proceedings, nor any order, decree, attachment or any order of any court or authority is operating against the said land which adversely affects the title of the said land and believing the same to be true, correct and trustworthy and also believing the documents/ papers/ copies/orders/ documentary evidences etc. furnished in the case file shown to me to be

Date:

true and genuine and also based upon the information given by owner/s that nothing was done in respect of the said land during the period of its occupancy and for which the record is not available, which would make the title defective; It appears that the titles of the captioned land belonging to Prayasam Developers LLP shall be clear and marketable and free from encumbrances and reasonable doubts subject to :-

1. Usual Declaration cum Indemnity Bond on title made by Prayasam Developers LLP, a Limited Liability Partnership Firm through its authorized partner Hiteshkumar Motilal Patel and note of caution and disclaimer written hereunder.
2. Verification of all original documents.
3. Provisions of Draft Town Planning scheme No. 406 (Bhadaj) and variations, if any and use of land as per zone of AMC.
4. Mutation Entry No. 7595 dated 13/10/2022 is being certified by the competent authority.
5. Relevant provisions of LLP Act 2008.
6. Rules and Regulations of The Real Estate (Regulation & Development) Act, 2016 and The Gujarat Real Estate (Regulation & Development) (General) Rules, 2017 and amendments made thereof, if any.
7. Fulfilment of terms and conditions laid down in N.A. Use permission and Approved Plans and revisions made thereof, if any.
8. Laws applicable and in force to effect legally and properly sale, transfer or any other transaction with respect to the said land.

SCHEDULE

ALL THAT piece or parcel of the Non-agricultural land for Multipurpose use bearing Final Plot No.102 admeasuring 2618 sq.mtrs of Draft Town Planning Scheme No. 406 (Bhadaj) comprised of Block No. 184/B admeasuring 4364 sq.mtrs. out of which as per approved plan Sub-Plot No. 1 admeasuring 1671.77 sq.mtrs. i.e. 2000 sq.yds. (proportionate land admeasuring 2787 sq.mtrs. of Block No. 184/B) together with proposed construction standing thereon, which is known as "PRAYASAM" situate, lying and being at Mouje Bhadaj, Taluka Ghatlodia in the Registration District of Ahmedabad and Sub-District of Ahmedabad-8 (Sola), which is

of No.

Date:

bounded with four boundaries as under (as mentioned in the sale deed executed in favour of present owner):-

Detail of four boundaries of Sub Plot No. 1 of Final Plot No. 102 are as follows (as per sale deed):-

Toward East	:	by 24 meters T.P. Road
Toward West	:	by land of Final Plot No.100/1
Toward North	:	by land of Sub Plot No. 2 of Final Plot No.102
Toward South	:	by land of Final Plot No.103

DATED THIS 22nd DAY OF NOVEMBER, 2022



VINOD C. DARJI
ADVOCATE

22/11/2022

Note of caution and disclaimer:-

- This is to inform that Search of complete registration records is not available due to destruction of record and tearing of pages of Books available for inspection. Moreover the registration record of the year 1990 to 1993 of sub-registrar office is destroyed/torn out, hence it cannot be inspected and its search is not available and search for the period of 1994 to dated 16/11/2022 is given by the office of sub registrar through computerized search report with condition that they do not give any assurance or binding regarding the correctness of the facts and they are not responsible for any loss due to the information/search provided through computerized search and based on that, the above Title Report is issued for its personal use.
- Please ascertain that the Government Authorities have not put any restrictions in making construction on said land because of any historical monument/religious place/water body/road lying and widening, etc. situated nearby or proposed public transportation system in surrounding areas.
- This title report is restricted only to the ownership rights to the said land based upon the revenue records and does not address any other issue and i have not commented on the statutory, user, development and environmental permissions required for the development on the said land, not undertaken any on-site verification of the said land, not carried out verification of any court proceeding before any court/forum/authority, not verified any acquisition/reservation by any Government/semi-government authorities other than that mentioned in the revenue record and therefore, disclaim any responsibility with regard to details relating to such aspects.
- Please ascertain that the rights of Third party such as booking, allotment, transfer, charges, lien, and encumbrances created if any is protected.

