

TITLE CERTIFICATE WITH SEARCH REPORT

To,

Ref : 4595

MARUTI BUILDERS, A PARTNERSHIP FIRM

Ahmedabad.

Ref : IN THE MATTER OF INVESTIGATION about rendering legal opinion for title of non - agricultural land being Sub Plot No. 5/A admeasuring 535 sq.mts., including the constructions standing thereon admeasuring about 209.02 sq.mts., (which is given Municipal Tenement No. 0517-29-0276-0001-I of Final Plot No. 276 + 277 of T. P. Scheme No. 3 / 3 – 4 (Shekhpur – Khanpur – Changispur) comprised of Survey No. 3/1 and 3/2 and subsequently the said property has been included into City Survey Record and its City Survey No. 2438 situate being lying at Mouje – Shekhpur - Khanpur Taluka Sabarmati in the Registration District of Ahmedabad and Sub – Ahmedabad-3 (Memnagar) in the State of Gujarat.

TITLE INVESTIGATION REPORT

Pursuant to the request of land owner, **MARUTI BUILDERS, a Partnership Firm** we have carried out of work of title investigation of the freehold of non - agricultural land being Sub Plot No. 5/A admeasuring 535 sq.mts., including the constructions standing thereon admeasuring about 209.02 sq.mts., (which is given Municipal Tenement No. 0517-29-0276-0001-I of Final Plot No. 276 + 277 of T. P. Scheme No. 3 / 3 – 4 (Shekhpur – Khanpur – Changispur) comprised of Survey No. 3/1 and 3/2 and subsequently the said property has been included into City Survey Record and its City Survey No. 2438 situate being lying at Mouje – Shekhpur - Khanpur Taluka Sabarmati in the Registration District of Ahmedabad and Sub – Ahmedabad-3 (Memnagar) in the State of Gujarat (the “**Said Land**”) presently owned and possessed by **MARUTI BUILDERS, a Partnership Firm (the Land Owner).**

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To this intent, we have caused the searches of the available records of the concerned Office of the Sub Registrar Assurances for a period of last Thirty Years and have perused and scrutinized copy of the documents / papers / revenue records as are made available to us and believing the same to be true, corrects and genuine and also based on the information / clarification as are made available to us by or through you and relying upon the same to be true and correct, we submit our title report as under :

1. Name of the Land Owner / s:

A. MARUTI BUILDERS, A PARTNERSHIP FIRM

2. Nature of the Land in Question and its Uses :

(a) Nature of the said Land

Freehold and non - agricultural land including the constructions standing thereon

(b) Use of the said Land

Non- agricultural use

3. Description of the immovable properties under investigation:

All that piece and parcel of freehold non - agricultural land being Sub Plot No. 5/A admeasuring 535 sq.mts., including the constructions standing thereon admeasuring about 209.02 sq.mts., (which is given Municipal Tenement No. 0517-29-0276-0001-I of Final Plot No. 276 + 277 of T. P. Scheme No. 3 / 3 – 4 (Shekhpur – Khanpur – Changispur) comprised of Survey No. 3/ 1 and 3/2 and subsequently the said property has been included into City Survey Record and its City Survey No. 2438 situate being lying at Mouje – Shekhpur - Khanpur Taluka Sabarmati in the Registration District of Ahmedabad and Sub - Ahmedabad-3

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(Memnagar) in the State of Gujarat more particularly described in the **Schedule** here under written (herein after referred to as the “**said Land**”)

4. Devolution of Title of the Land in Question :-

4.1 It has been observed by us that, the land bearing Survey No. 3/1 and 3/2 was occupied by (1) Ranchhodlal Bapalal and (2) Babubhai Bapalal by virtue of succession right meaning thereby they were the occupiers of the land within the meaning of Sub Section 16 of Section 3 of the Land Revenue Code as is expressly corroborated and evidenced by certified mutation entry No. 962 dated 04-04-1941.

4.2 It has been observed by us that, the joint holder of the said land namely Ranchhodlal Bapalal had died intestate without issue and his wife entered into remarriage and hence, his name was deleted from the revenue record of the said land as is expressly corroborated and evidenced by certified mutation entry No.1421 dated 05-04-1949.

4.3 It has been observed by us that, the land bearing Survey No. 3/1 and 3/2 was merged in T. P. Scheme No. 3 and the said land was given Final Plot No. 276 and 277 and its areas is fixed to the extent of 5300 sq.yds. Further, it is observed by us that, the deceased Bapalal Maganlal had leased the said land to Parmanand Jagdivandas on permanent basis, but the said land was standing the name of Babulal Bapalal.

4.4 It has been observed by us that, the land bearing Final Plot No. 276 and 277 admeasuring 5300 sq.yds., was leased to



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Parmanand Jagjivandas on permanent basis, but Babulal Bapalal initiated legal proceedings in the Hon'ble the Bombay High Court by filling Appeal No. 60 / 1943 for cancellation of said Lease Agreement wherein the Hon'ble the Bombay High Court passed order on 09-08-1947 inter alia directing to cancell the said Lease Deed and hence, the name of Parmanand Jagjivandas as Lessor was deleted from the record as is expressly corroborated and evidenced by certified mutation entry No.1427 dated 26-07-1949.

4.5 It has been observed by us that, the holder of the said land namely Babubhai Bapalal had leased the land bearing Final Plot No.276 and 277 admeasuring 5300 sq.yds., paikee admeasuring 4330 sq.yds., to (1) Harjivandas Chhaganlal Patel, (2) Kantilal Somchand Mahadeviya, (3) Shantilal Trikamlal Sheth, (4) Somabhai Bechardas Prajapati, (5) Lakhabhai Naranjibhai Vaghela and (6) Mohansinh Harisinh Jadeja by executing Deed of Lease registered with the Office of the Sub – Registrar of Assurance at Ahmedabad under Sr. No.589 dated 08-02-1951 as is expressly corroborated and evidenced by certified mutation entry No.1539 dated 04-04-1951.

4.6 It has been observed by us that, the land bearing Final Plot No. 276 and 277 admeasuring 5300 sq.yds., paikee admeasuring 4330 sq.yds., was held by (1) Harjivandas Chhaganlal Patel, (2) Kantilal Somchand Mahadeviya, (3) Shantilal Trikamlal Sheth, (4) Somabhai Bechardas Prajapati, (5) Lakhabhai Naranjibhai Vaghela and (6) Mohansinh Harisinh Jadeja by virtue of lease right, but Somabhai Bechardas Prajapati sold and conveyed his undivided 1/6 share of lease right to (1) Harjivandas Chhaganlal Patel, (2) Kantilal Somchand Mahadeviya, (3) Shantilal Trikamlal



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Sheth, (4) Lakhabhai Naranjibhai Vaghela and (5) Mohansinh Harisinh Jadeja by executing Deed of Sale registered with the Office of the Sub – Registrar of Assurance at Ahmedabad on 27-10-1951 as is expressly corroborated and evidenced by certified mutation entry No.1561 dated 21-11-1951.

4.7 It has been observed by us that, the holder of the said land namely Babubhai Bapalal had leased the land bearing Final Plot No. 276 and 277 admeasuring 5300 sq.yds., paikie admeasuring 970 sq.yds., to (1) Harjivandas Chhaganlal Patel, (2) Kantilal Somchand Mahadeviya, (3) Shantilal Trikamlal Sheth, (4) Lakhabhai Naranjibhai Vaghela and (5) Mohansinh Harisinh Jadeja by executing Deed of Lease registered with the Office of the Sub – Registrar of Assurance at Ahmedabad under Sr. No. 4043 dated 27-10-1951 as is expressly corroborated and evidenced by certified mutation entry No.1562 dated 21-11-1951.

4.8 It has been observed by us that, such as the land bearing Final Plot No. 276 and 277 total admeasuring 5300 sq.yds., was held by (1) Harjivandas Chhaganlal Patel, (2) Kantilal Somchand Mahadeviya, (3) Shantilal Trikamlal Sheth, (4) Lakhabhai Naranjibhai Vaghela and (5) Mohansinh Harisinh Jadeja by virtue of lease right and they plotted -5- (Five) Sub-Plots thereon and lay out plan of the said five plots was sanctioned by the Ahmedabad Municipal Corporation as is expressly corroborated and evidenced by certified mutation entry No.1563 dated 25-11-1951.

4.9 It has been observed by us that, the holders of said five plots on lease hold rights had entered into mutual partition of said the said five plots and by virtue of the said partition, the Sub Plot



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No. 1 admeasuring 830 sq.mts., came to the share of Mohansinh Harisinh Jadeja, Sub Plot No. 2 admeasuring 910 sq.mts., came to the share of Harjivanbhai Chhaganlal Patel, Sub Plot No. 3 admeasuring 1076 sq.mts., came to the share of Shantilal Trikamlal Shah, Sub Plot No. 4 admeasuring 1096 sq.mts., came to the share of Lakhaji Naranji Vaghela and Sub Plot No. 5 admeasuring 1288 sq.mts., came to the share of Kantilal Somabhai Mahadeviya as is expressly corroborated and evidenced by certified mutation entry No. 1572 dated 12-02-1952.

4.10 It has been observed by us that, the owners of the said sub plots had entered into family partition of the said land and by virtue of the said family partition the land bearing Sub Plot No. 5 came to the share (1) Babulal Bapalal and (2) Bai Shanta W/o. Babulal Bapalal and said Deed of Partition was registered in the Office of Sub Registrar of Assurance at Ahmedabad on 13-04-1956 as is expressly corroborated and evidenced by certified mutation entry No. 1572 dated 12-02-1952.

4.11 It has been observed by us that, the owner of Sub Plot No. 5 admeasuring 1288 sq.yds., namely Babulal Bapalal and Bai Shanta W/o. Babulal Bapalal had sold and convey the said Sub Plot to Kantilal Somchand Mahadeviya by executing Deed of Conveyance registered in the Office of Sub Registrar of Assurance at Ahmedabad under Sr. No. 2026 on 13-04-1956 as is expressly corroborated and evidenced by certified mutation entry No. 1886 dated 28-03-1957.

4.12 It has been observed by us that, the owner of Sub Plot No. 5 admeasuring 1288 sq.yds., namely Kantilal Somchand Mahadeviya had sold and conveyed the land bearing Sub Plot



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No. 5/B admeasuring 648 sq.yds., to Chandulal Rangjibhai Shah by Sale Deed registered in the Office of Sub Registrar of Assurance at Ahmedabad under Sr. No. 1730 on 13-03-1961 as is expressly corroborated and evidenced by certified mutation entry No. 3262 dated 04-07-1966.

4.13 It has been observed by us that, the owner of Sub Plot No. 5 namely Kantilal Somchand Mahadeviya had obtained loan of Rs. 10,000/- from the Ahmedabad Peoples Co-Operative Bank Ltd., and hence, the charge of the said Bank was created and other rights of record of 7/12 abstract of the said land as is expressly corroborated and evidenced by certified mutation entry No. 3286 dated 04-07-1966.

4.14 It has been observed by us that, the owner of Sub Plot No. 5 namely Kantilal Somchand Mahadeviya had obtained loan of Rs. 2,000/- from the Ahmedabad Peoples Co-Operative Bank Ltd., and hence, the charge of the said Bank was created and other rights of record of 7/12 abstract of the said land as is expressly corroborated and evidenced by certified mutation entry No. 3369 dated 07-07-1966.

4.15 It has been observed by us that, the owner of Sub Plot No. 5 namely Kantilal Somchand Mahadeviya had obtained loan of Rs. 2,000/- from the Ahmedabad Peoples Co-Operative Bank Ltd., and hence, the charge of the said Bank was created and other rights of record of 7/12 abstract of the said land as is expressly corroborated and evidenced by certified mutation entry No. 3370 dated 07-07-1966.

4.16 It has been observed by us that, the owner of Sub Plot No. 5 namely Kantilal Somchand Mahadeviya had obtained loan of Rs.



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1500/- from the Ahmedabad Peoples Co-Operative Bank Ltd., and hence, the charge of the said Bank was created and other rights of record of 7/12 abstract of the said land as is expressly corroborated and evidenced by certified mutation entry No. 3371 dated 07-07-1966.

4.17 It has been observed by us that, aforesaid all loans have been fully repaid and the Ahmedabad People Co-Operative Bank Ltd., issued the certificate in that respect.

4.18 It has been observed by us that, the T. P. Scheme No. 3/3 of mouje : Shekhpur – Khanpur was varied and hence, the District Inspector Land Record, Ahmedabad issued Durasti Patrak No. 278 vide their order bearing No. KJP / S.R.-23 dated 31-09-1978 as is expressly corroborated and evidenced by certified mutation entry No. 5591 dated 29-09-1979.

4.19 It has been observed by us that, the land bearing Final Plot No. 276 and 277 was converted into non-agricultural land by the competent authority in accordance with the Provision of Section 65 of Land Revenue Code vide their order bearing No. LND.P-366 dated 18-11-1958.

4.20 It has been observed by us that, the owner of Sub Plot No. 5/A namely Kantilal Somchand Mahadeviya died on 30-03-1977, but before his demise, he had executed his last unregistered WILL on 12-02-1977 during his survival and by virtue of the Provision of said WILL, the land bearing Sub Plot No. 5/A admeasuring 640 sq.yds., was inherited to (1) Shardaben Kantilal Mahadeviya, (2) Atulkumar Kantilal Mahadeviya and (3) Akshay Kantilal Mahadeviya as is expressly corroborated and evidenced by certified mutation entry No. 5274 dated 07-10-1977.

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4.21 It has been observed by us that, the property under investigation was included in City Survey Record and the property of Sub Plot No. 5/A admeasuring 640 sq.yds., was given City Survey No. 2438 and its City Survey Ward - T. P. No. is 3/3-4 (Shekhpur – Khanpur – Changispur) and it has been to the extent of 535 sq.mts., and such as Property Card has been issued in the names of (1) Shardaben Kantilal Mahadeviya, (2) Atulkumar Kantilal Mahadeviya and (3) Akshay Kantilal Mahadeviya.

4.22 It has been observed by us that, the co-owner of the said property namely Pankajbhai Kantilal Mahadeviya had died intestate on 25-06-1983 leaving behind him his lineal descendant as (1) Kalpanaben Wd/o. Pankajbhai Mahadeviya, (2) Minor Kartavya Pankajbhai Mahadeviya and (3) Minor Kruti Pankajbhai Mahadeviya and hence, their names were brought in City Survey Record as is expressly corroborated and evidenced by certified mutation entry No. 6395 dated 07-12-1994.

4.23 It has been observed by us that, the co-owner of the said property namely Shardaben Wd/o. Kantilal Somchand Mahadeviya and his son Pankajbhai Kantilal Mahadeviya had died leaving behind him his lineal descendant as (1) Atulkumar Kantilal Mahadeviya, (2) Akshaybhai Kantilal Mahadeviya, (3) Kajalben D/o. Kantilal Somachand Mahadeviya, (4) Kalpanaben Wd/o. Pankajbhai Mahadeviya, (5) Kartavya Pankajbhai Mahadeviya, (6) Kruti Pankajbhai Mahadeviya, (7) Parthiv S/o. Krishnaben Kantilal Mahadeviya and (8) Dhaivat S/o. Krishnaben Kantilal Mahadeviya, but the names of Parthiv S/o. Krishnaben Kantilal Mahadeviya and Dhaivat S/o. Krishnaben Kantilal Mahadeviya were deleted on the basis of affidavit from the City Survey Record.

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4.24 It has been observed by us that, the co-owner of Sub Plot No. 5/A namely Shardaben Wd/o. Kantilal Somchand Mahadeviya died on 24-04-2005, but before her demise, she had executed her last WILL on 28-02-2005 during her survival and by virtue of the Provision of said WILL, the land bearing Sub Plot No. 5/A admeasuring 535 sq.mts., was inherited to (1) Atulkumar Kantilal Mahadeviya, (2) Akshay Kantilal Mahadeviya and (3) Kalpanaben Pankajbhai Mahadeviya and the name of Kalpanaben Panjakbhai Mahadeviya was also entered as executor of the said WILL in City Survey Record as is expressly corroborated and evidenced by certified mutation entry No. 5688 dated 03-06-2017.

4.25 It has been observed by us that, the owners of Sub Plot No. 5/A admeasuring 535 sq.mts., namely (1) Atulkumar Kantilal Mahadeviya, (2) Akshay Kantilal Mahadeviya, (3) Kalpanaben Pankajbhai Mahadeviya, (4) Kruti Pankajbhai Mahadeviya and W/o. Paritosh Shah, (5) Kartavya Pankajbhai Mahadeviya and (6) Kalpanaben Pankajbhai Mahadeviya (As executor of the WILL), had sold and conveyed the land non- agricultural land bearing Sub Plot No. 5/A admeasuring 535 sq.mts., including the constructions standing thereof about admeasuring 209.02 sq.mts., to Maruti Builders, a partnership firm by Sale Deed registered in the Office of Sub Registrar of Assurance at Ahmedabad-3 (Memnagar) under Sr. No. 7100 on 10-10-2017 and (1) Dineshbhai Satishbhai Patel, (2) Vijaykumar Babubhai Patel, (3) Shreyan Nareshbhai Doshi, (4) Manish Kanubhai Patel and (5) Kishan Jitendrabhai Patel confirmed the said Sale Deed by virtue of Agreement for Sale registered in the Office of Sub Registrar of Assurance at Ahmedabad-3 (Memnagar) under Sr. No. 4016 dated 05-06-2017.



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5. Searches :

5.1 We have caused the searches of the available records through our search clerk for last 30 years from the office of the concerned Sub-Registrar of Assurances and on bare perusal of said Sub-Registry record, we have not found any objectionable matter.

5.2 Perusal of the revenue record as are made available to us:

Nothing objectionable found in the copies of the revenue records as are produced by the land owners to us except the special observations made in para-8.

5.3 Lis pendence / Litigations :

That, the principal of Lispendence is governed under the Provision of Section 52 of Transfer of Property Act, as well as the Provision of Section 18 of the Registration Act. It has been observed by us that, no any suit or matter is appeared as pending litigation in respect of said land in available search of Sub-Registry record and as per the say of the land owner /s no suit or litigation is pending in respect of the said land in any court established by the law including revenue court except the litigation referred in para-8.

6. Public Notice:

As a part of investigation of title, we have published a public notice appeared in the daily newspaper " **SANDESH** " dated **05-05-2017** for inviting claim, objection, obligation, charges or lien in, on or upon said land, pursuant to which, we have not received any claim or objection in response thereto.



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7. Boundaries of the said land :

We have mentioned the details of boundaries of the land in question on the basis of Sale Deed bearing No. 7100 dated 10-10-2017.

8. Conclusions :

In view of what is stated in forgoing paras and the observations made by us, we are of the legal opinion that, the title of the land owner to its land more particularly described in Schedule hereunder written is clear subject to :

1. Affidavit on title being made by Maruti Builders, a partnership firm
2. Fulfilment of the terms and condition laid down in N. A. Order and Laws applicable and in force to effect legally and properly sale, transfer or any other transaction with respect to the said land.
3. Mutation entry in respect of Sale Deed No. 7100 dated 10-10-2017 being entered in City Survey Record and being certified by the competent authority.

9. Legal Opinion about Title:

We opine that, **MARUTI BUILDERS, A PARTNERSHIP FIRM** has a valid, clear free from any charges or reasonable doubts and marketable title to the said land subject to the observations made in all forgoing paras and especially the observation made in para-10 above.

SCHEDULE

(Description of the land in question)

ALL THAT piece or parcel of non - agricultural land being Sub Plot No. 5/A admeasuring 535 sq.mts., including the constructions standing

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thereon admeasuring about 209.02 sq.mts., (which is given Municipal Tenement No. 0517-29-0276-0001-I of Final Plot No. 276 + 277 of T. P. Scheme No. 3 / 3 – 4 (Shekhpur – Khanpur – Changispur) comprised of Survey No. 3/1 and 3/2 and subsequently the said property has been included into City Survey Record and its City Survey No. 2438 situate being lying at Mouje – Shekhpur - Khanpur Taluka Sabarmati in the Registration District of Ahmedabad and Sub – Ahmedabad-3 (Memnagar) in the State of Gujarat.

Date : November 22, 2019.

Place : Ahmedabad.



Manish Kanubhai Patel, Advocate
Enrolment No. G / 1504 / 2006



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 and hence it cannot be inspected and its search is not available and on that condition the above Title Report/Opinion is issued exclusively for his/her/their/it's 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. Also verify that there is no acquisition/reservation in said land and there are no pending litigations or injunction/status quo granted therein in respect of the said land.