

Suresh Zumkhawala & Associates

ADVOCATES

1751/2021

05, April 2021

To,
M/s. Shreeji Procon
18, GF, Sundram Arcade,
Opp. Shukan Mall Sola,
Ahmedabad-60

Subject : Our Opinion and report on your Titles to the immovable property being non-agricultural lands of Sub-Plots nos. 8 and 9, admeasuring 445 Sq. Yards, and 400 Sq. Yards respectively, together with land of Sub-plot no. 12, admeasuring 648 Sq. Yards forming part of final plot no. 154 of T.P. scheme no. 19, now having consolidated City Survey no. 2288 admeasuring 1249.50 Sq. Mtrs., of T. P. 19, Memnagar Ward being in the sim of Shekhpur -Khanpur, alias Navrangpura, Taluka- Sabarmati, Dist. Ahmedabad.

Dear Sir,

Upon your instructions earlier given, we investigated the titles of the owners of the immovable property of "Shubhang Bungalow" constructed on the lands of Sub-Plot nos. 8 and 9 and the land of sub-plot no. 12 with construction of an apartment building of 9 apartments named "Sur Apartments" owned by "Sur Apartment Members Association" occupied by the Members Share-Holders.

For that, required documents, papers and records were received

~~from you. We had caused searches to be taken of both revenue as well as~~

101/102/103, Block B, ATMA House, Opp. Reserve Bank of India, Ashram Road, Ahmedabad-380 003

Tel.: 079-26577965, Tel.: 29700616 Email : stzlaw@yahoo.com





Sub-Registrar's office records through our search clerk, Public Notices were also published on 12-10-2018 and on 15/10/2018 in the local daily Gujarat Samachar inviting objections against issuance of clear and marketable titles of the owners and occupant members of the association of the said immovable properties. No Objection, protest or claim was made by anybody with us in response to the above Public Notices.

Based on the above our Report on Titles and Opinion are as follows:-

REPORT ON TITLES:-

(A) The immovable property of non-agriculture Lands held on permanent Lease of 999 years, of 445 Sq. Yards of Sub Plot no. 8 and 400 Sq. Yards of Sub Plot No. 9 with Construction admeasuring 398.06 Sq. Mtrs. thereon of Bungalow, forming Part of Final Plot no 154 P. of T.P. Scheme no. 19 given in lieu of revenue Survey nos. 131/1 and 131/2 in the Sim of Shekhpur-Khanpur, alias Navrangpura, Taluka Sabaramati, Dist. Ahmedabad, belonged lastly to (1). Shri Milan Anantrai Virani and (2). Shri Motibhai Rameshbhai Patel, jointly in equal share. The said property named "Shubhang Bungalow", on its inclusion in the City Survey was given city Survey no. 2288 admeasuring 685 Sq. Mtrs. of Memnagar-Ward, has been purchased by you "M/s. Shreeji Procon"

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partnership firm, on 2/8/2019 under the Sale Deed which was registered at Serial no. 7407 on the same date in the office of the Sub-Registrar of Assurances.

While investigating rights, titles, and interests in respect to the said property, we have found that;

1) The Lands of Survey nos. 131/1 admeasuring Acre -1. Gunthas -04 and 131/2 admeasuring Acre-0 Gunthas -02, were owned and possessed by Bai Vahali Pagi Wd/o. Ranchodji Banaji. She transferred the said lands in favour of one Bapalal Laxmichand around year 1930. Said Bapalal Laxmichand under one Lease Deed dated 28-03-1942, registered at Serial no. 2390, transferred the said lands on Lease for a period of 999 years to one Shantilal Chunilal Parikh, for a yearly rent of Rs. 836/-.

2) It appears that thereafter said Shantilal Chunilal Parikh, transferred the said land on lease in favour of 1) Champalaxmi Narandas Patel, 2) Vishnuprasad Pitambardas Gandhi, 3) Achratlal Prahladbhai Purani and 4) Somnath Shivaram Joshi, for a period of Five (5) years, with effect from 19-03-1946, under a Lease Deed which was executed and registered on 20-04-1946 at Serial no. 4151 in the office of Sub Registrar.





3) It appears that subsequently said Shantilal Chunilal Parikh also transferred by Sale his rights acquired by him for long Lease of 999 years in favour of abovenamed 1) Champalaxmi Narandas Patel, 2) Vishnuprasad Ptambardas Gandhi, 3) Achratlal Prahladbhai Purani and 4) Somnath Shivaram Joshi, under conveyance dated 22-06-1954; registered at serial no. 2950; in the office of Sub-Registrar.

4) Thereafter abovenamed co-owners submitted layout plans for 16 separate Sub-Plots and Plans for proposed constructions of 24 Tenaments over the said Lands of Survey no. 131/1 and 131/2. The same were approved by the local authority. In the meanwhile the T. P. Scheme no. 19 was implemented and land of Final Plot no. 154 admeasuring 6480 was allotted in lieu of the lands of Survey no. 131/1 and 131/2.

5) It appears that thereafter the Co-owners and their above named family members decided to partition the sub-plots lands amongst them. Therefore the partition deed was proposed, and duly executed on 30-03-1965 and registered on 11-06-1965 under registration no. 2951. Under the said Partition Deed Sub Plot lands of nos. 6, 18-A, 12, 17-A, 13, 17 B and 7 and 18-B came to the share of abovenamed Vishnuprasad Pitambardas Gandhi and his family the lands of sub-plot no. 9 to the share of

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Champaben Narandas and sub plot no. 8 to the share of Induben Sukhdevlal .

6) It appears from the contents of the partition deed that the leasehold rights of the said partition deed that co-owners Vishnuprasad Pitambardas Gandhi had purchased those rights as Benamidar of his sons Jitendra Vishnuprasad, Suresh Vishnuprasad, Shardaben Vishnuprasad Gandhi and Bai Achrat Wd/o. Ptambardas Jethalal.

Similarly Champaben Narandas Patel had also purchased her share in the leasehold property as Benamidar of her son Jyantilal Narandas and her daughter Shantaben Narandas and Induben Sukhdev Dalal.

Achratlal Prahladiji also purchased the share in the said property for beneficial interests of his joint family consisting of his wife, sons and daughters; Somnath Shivram Joshi also purchased his share in the said property as Benamidar of his wife Vasantiben and his sons Pravinkumar and Indravadan

7) It appears that in the joint family of said Vishnuprasad Pitambardas Gandhi, family partition took place under the formal





partition deed dated 18-05-1967, registered at serial no. 5329; in respect to the above lands in their shares and other lands.

Under the said partition, Leasehold Lands of Sub-Plot no. 8 admeasuring 461 Sq. Yards., came to the share of Induben Shukhdevlal Patel while sub-plot no. 9 admeasuring 421 yards came to the share of Champaben Narandas Patel. The said partition was recorded under mutation entry no. 3161 on 12-12-1965. Thereon the lands of Sub-Plot no. 8 + 9 admeasuring 707 sq. mtrs., of Final Plot no. 154 stood in the village Form no. 7 and 12 in the joint names of Induben Sukhdevlal Patel and Champaben Narandas Patel.

Under the said partition the land of Sub-Plot no. 12 admeasuring 648 Sq. Yards came to the share of Yogeshbhai Vishnuprasad Gandhi.

8) It appears that thereafter said Induben Sukhdevlal at her own expenses got approved the plans for construction of a bungalow on the lands of Sub-Plot no. 8+9; under order no. BNB/2183/15; and constructed a bungalow, which was on its completion granted Building use Permission on 23-07-1973 under order no. BU-202.

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9) It appears that thereafter on implementation of City Survey the Sub-Plots lands of no. 8 + 9 was given city Survey no. 2288 admeasuring 685 sq. mtrs., held jointly by Induben Sukhdevlal and Champaben Narandas; as 999 years Long Lease holders.

10) It appears that co-owner Champaben Narandas Patel died intestate on 16-01-1994. Her daughter Sarojben Naranlal had expired earlier on 22-12-1970. Sarojben Narandas Patel's husband Natvarlal Shakarabhai Patel also expired on 09-07-1994 therefore heirs of deceased Champaben, namely Jayantibhai Narandas Patel, Bhartiben Narandas Patel, Shantaben Narandas Patel, Sureshbhai Narandas Patel and Induben Narandas Patel Wi/o. Sukhdevlal Patel inherited $\frac{1}{2}$ undivided share of deceased Champaben Narandas Patel. The share of each of the heirs deceased was 68.50 Sq. Mtrs. therefore share of joint owner Induben Sukhlal Patel was increased from 342.50 Sq. Mtrs. to 411 Sq. Mtrs. in the meanwhile said Induben Sukhdevlal Patel transferred her rights in the land of sub plot no. 8 and the construction over it to her husband Sukhdevlal Ranchhodlal Patel under over Sale Deed executed on 20-11-1998 under registered no. 3319.





11) It appears that said Induben Sukhlal Patel expired on 08-09-2015; her husband Sukhdevlal Ranchhodbhai also had expired earlier on 18-04-1999. Therefore her share of 411 sq. mtrs. in the land of sub-plot no. 8 + 9; was inherited by her two sons Hemang and Shubhang as well as two Daughters Kalyani and Himani. Their names were mutated in the city survey records. Thus each of the heirs of deceased Induben Sukhdevlal was having undivided share to the extent of 102.75 Sq. Mtrs. in the land of Sub-Plot no. 8 + 9.

12) It appears that the said property was transferred in the names of Shubhag Sukhdevprasad, Jayantilal Narandas, Bhartiben d/o Narandas, Shantaben d/o Narandas, Hemang Sukhdevprasad, Kalyani d/o Sukhdevprasad, Himani Sukhdevprasad and Suresh Natvarlal Patel, on recording the demises of Champaben Narandas, Sarojben Narandas, Natverlal Shakarabhai, Sukhdev Prasad, Ranchhodbhai and Indumati Sukhdevprasad under mutation entry no. 4678 dated 8/9/2016.

13) It appears that thereafter;

(a). Said Himani D/o. Sukhdevlal Patel released her rights in favour of her two brothers, Shubhang and Hemang, without any consideration under a release deed dated 25-07-2017 registered at

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serial no. 5497. This release of her rights was recorded in city survey records under mutation entry no. 5501 dated 6/2/2018.

(b). Bharatiben D/o. Narandas Patel released her rights in favour of co-owner Shubhang Sukhdevlal and Hemang Sukhdevlal, without any consideration under a release deed dated 25-07-2017, registered at serial no. 5498. This release was also recorded in the city survey records under mutation entry no. 5502 dated 6/2/2018.

(c). Said Shantaben d/o Narandas Patel also released her rights in the same property under release deed dated 27/7/2017 registered under serial no. 5532 in favour of abovenamed Shubhang Sukhdevprasad and Hemang Sukhdevprasad. This release of her rights was recorded in the city survey records under mutation entry no. 5503 dated 6/2/2018.

(d). Said Kalyaniben D/o. Sukhdevlal Patel released her rights in favour of her two brothers Shubhang and Hemang, without any consideration under a release deed dated 31-07-2017, registered at serial no. 5627. This release of her rights was recorded in the city survey records under mutation entry no. 5504 dated 6/2/2018.





(e). Suresh Natvarlal Patel, heir of deceased Sarojben D/o. Naranbhai Patel also relinquished her share from the said property in favour of Shubhang Sukhdevlal Patel and Hemang Sukhdevlal Patel without any consideration under a release deed dated 31-08-2017 registered at serial no. 6374. This release of her rights was recorded in the city survey records under mutation entry no. 5505 dated 6/2/2018.

(f). Jyantibhai Narandas Patel also released his rights from the said land in favour of Shubhang Sukhdevlal and Hemang Sukhdevlal under a release deed dated 07-09-2017 registered at serial no. 6597. This release of his rights was recorded in the city survey records under mutation entry no. 5506 dated 6/2/2018.

14) It thus appears that thereafter the immovable property of sub-plots no. 8 and 9 with construction of the bungalow thereon; belonged only to Shubhang Sukhdevlal Patel and Hemang Sukhdevla Patel jointly in equal share

15) It appears that thereafter said property of "Shubhang Bungalow" on Sub-Plot no. 8 + 9 of final plot no. 154 of T. P. Scheme no. 19, bearing city survey no. 2288 admeasuring 685 Sq. Mtrs. in area with construction

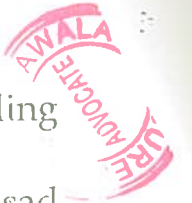
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of 398.06 Sq. Mtrs was transferred by sale its owners said Shubhang Sukhdevlal Patel and Hemang Sukhdevlal Patel, in favour of (1) Milan Anantra Virani and (2) Motibhai Ramabhai Patel; under the deed of Sale executed on 20-07-2018 which was registered at serial no. 7265. In the city survey records also the same was transferred in the name of abovenamed two purchasers under mutation entry no. 6533 dated 9/4/2019. The same was certified on 22/5/2019.

16) It appears that you have purchased the said property from its two abovenamed owners under a sale deed dated 2/8/2019 registered under serial no. 7407 on the same date.

(B) You have purchased the immovable property being land of Sub-plot no. 12 admeasuring 648 Sq. Yards, with construction of a apartment each having 85 Sq. Yards of carpet area of construction owned by "Sur Apartments Members Association" and occupied by the members i.e. all those immovable property of lands and construction there on being nos. 2289, 2289/I, 2289/II, 2890, 2890/I, 2890/II, 2291, 2291/I, 2291/II, 2292 and 2293 were purchased from "Sur Apartment Members Association" and the occupant members as per Annexure A. With this report and Opinion; which forms part of this report on Titles.





1). As per narrative hereinabove made that family understanding which took place between the family members of Vishnuprasad Pitambardas Gandhi i.e. Shardaben Vishnuprasad, Sureshbhai Vishnuprasad, Naveen Vishnuprasad, and Yogesh Vishnuprasad, where a Deed of Partition was registered in the Sub-Registrar of Assurances under serial no. 5329 on 18/5/1967, and Sub-plot no. 12 admeasuring 648 sq yds came to the share of Yogeshbhai Vishnuprasad Gandhi.

2) It appears that later on Yogeshbhai Vishnuprasad Gandhi agreed to sale Sub-plot no. 12 admeasuring 648 sq yds along with his leasehold rights to Vastu Corporation a partnership firm through its authorized partner Premshankar Sompura under an agreement dated 21/6/1974 and handed over the possession of the said land to the firm.

3) It appears that said partnership firm entrusted the work of construction of blocks on the said land to "Sur Builders" of one Vinodchnadra Jugaldas Soni. Said Vastu Corporation under an agreement dated 14/8/1974 in the meanwhile agreed to transfer by sale its rights acquired under Banakhat dated 21/6/1974 in favour of "Sur Apartments Members" Association.

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4) It appears that an Application for Non-Agricultural Use of the said sub-plot was made and pursuant to that application the Non-Agricultural Use permission has been obtained from the Dy Collector under order no. LND/5464 dated 6/1/1976. Permission for construction of residential units was also obtained under order no. BNB/2854-3 dated 28/6/1974, and Raja Chitti was received under serial no. 294 dated 28/6/1974 from local authority of Ahmedabad Municipal Corporation. Thereafter the construction of residential units was completed by said "Sur Apartments" on instructions of said "Vastu Corporation" for the members of "Sur Apartments Members Association" with help of the amounts received from the members and the construction was completed on or about 22/12/1975.

5) It appears that permission was received from the Dy Collector under order no. ULC/27(2)/1/1/3159 dated 13/7/1977 by Vastu Corporation through his authorized partner Shri Premshankar Sompura. Thereafter said Yogesh Vishuprasad Gandhi executed a Deed of Conveyance which was registered at the Sub-Registrar of Assurances for sale of leasehold rights of the said sub-plot no. 12 in favour of Sur Corporation Members Association under serial no. 2036 dated 3/3/1978.





The members and office bearers of the the said Association, Vastu Corporation and "Sur Builders" joined the said deed of transfer of leasehold rights in favour of the said Association and its members and confirmed the said transfer.

6) It appears that money was taken by Sur Corporation Members Association from the individuals who agreed to contribute the construction costs in equal share as promoter members to complete the construction of the scheme building known as "Sur Apartments" where 9 residential units were built each having 71.07 sq mtrs carpet area. Formal Deeds assigning in their favour were executed without consideration by the Association in favour of the members and share certificates were given to them hence they became the owners of the said flats of their choice.

7) That you M/s Shreeji Procon have purchased the land of sub-plot no. 12 and super structure of 9 Flats constructed on the same from The Sur Apartments members Association and each of the member/members shareholders of the each Flat unit, under 9 separate sale deeds which are listed in the Annexure-A to this Report.

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The devolutions of rights and titles of each of the 9 flat owners are as under:-

a) It appears that for ground floor Flat no. 1 of "Sur Apartments" on Agreement for Sale without consideration was executed by the said Association in favour of its member Dr. Rajnikant Dhirajlal Kapasi which was registered under serial no. 5384 on 2/4/1980. Thereafter the said **Flat no. 1** admeasuring 71.07 sq mtrs i.e. 85 sq yds was held by Dr. Rajnikant Dhirajlal Kapasi as member shareholder of the Association.

b) It appears that Agreement for Sale without consideration was executed on 13/11/1979 which was later on registered in the Sub-Registrar of Assurances by the said Association in favour of Chabildas Damodardas for **Flat no. 2** on ground floor admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area under serial no. 5385 dated 2/4/1980, where a share certificate was also received by the said Association.

It appears that Chabildas Damodardas conveyed the said flat no. 2 admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area to Dr. Piyush Manharlal Shah though a Deed of Conveyance registered at the Sub-Registrar of Assurances under serial no. 24305 dated 2/12/1992.





It further appears that Dr. Piyush Manharlal Shah thereafter conveyed the said **Flat no. 2** admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area to 1) Rajan Ravindrabhai Patel, and 2) Ravindrabhai Visatlal Patel, though a Deed of Conveyance registered at the Sub-Registrar of Assurances under serial no. 630 dated 19/1/2010, where their names were entered in the share certificate no. 8 dated 10/12/2012. They became the co-owners of the said flat.

c) It appears that Agreement for Sale without consideration was executed which later on was registered in the Sub-Registrar of Assurances by the said Association in favour of Shardaben Jagjivandas Patel for **Flat no. 3** on ground floor admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area where a share certificate was also received from the said Association on 31/1/2010. The said fact is reflected in the revenue records and new city survey no. 2289 showing 61.8125 sq mtrs of carpet area.

It appears that oral family understanding took place among the family members of Shardaben Jagjivandas Patel in the year 2011 which was later on put into writing, Notarized and executed on 12/6/2011 where the said flat came to the share of Chandrikaben d/o Shardaben,

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Hemantbhai s/o Shardaben, Minaben w/o Hemantbhai, Bhruhu s/o Hemantbhai. Later on the said flat was transferred under serial no. 10 to Sanjaybhai s/o Shardaben Jagjivandas Patel on 5/7/2011 and his name was entered in the share certificate.

It appears that Shardaben Jagjivandas Patel died intestate on 6/10/2016 as a result Sanjaybhai became the owner of the said flat. However due to family understanding which took place in the year 2011 consideration under the conveyance in your favour though executed by Sanjaybhai J. Patel was paid to family members i.e. 1) Hemantbhai s/o Shardaben, 2) Minaben w/o Hemantbhai, and 3) Bhruhu s/o Hemantbhai.

d) It appears that as per the resolution passed by the said Association **Flat no. 4** was allotted to 1) Ravindrabhai Visatbhai Patel and 2) Varshaben Ravindrabhai Patel on 11/9/1976, which later on Deed of Allotment without consideration was registered in the Sub-Registrar of Assurances on 17/1/2010 by the said Association in favour of 1) Ravindrabhai Visatbhai Patel and 2) Varshaben Ravindrabhai Patel for **Flat no. 4** on first floor admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area where name of only Ravindrabhai Visatbhai Patel was written in the





share certificate which was given by the said Association on 31/1/2011.

The said fact is reflected in the revenue records showing new city survey no. 2291/1 admeasuring 61.8125 sq mtrs of carpet area.

It appears that later on Varshaben Ravindrabhai Patel died on 17/10/2018. As per oral family understanding and being her only legal heir name of Rajan s/o Ravindrabhai Patel was written along with Ravindrabhai Patel in the share certificate without any consideration, for which a declaration was also made in that regards.

e) It appears that Agreement for Sale without consideration was executed by the said Association in favour of Shashankbhai Ranjitbhai Devitia for **Flat no. 5** on First Floor admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area under serial no. 2036 dated 3/3/1978.

It appears that later on Shashankbhai Ranjitbhai Devitia died on 13/8/2017 where name of his legal heir Gitaben wd/o Shashankbhai Divetia was entered in the records of Association, no rights were given to their married daughters namely 1) Sharvari, Amisha and Rucha in the said flat as a result they became confirming parties in the said property. Later on after the inclusion in the city survey records the said property

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was identified as new city survey no. 2290/1 was given showing 61.8125 sq mtrs of carpet area.

f) It appears that Agreement for Sale without consideration was executed in the year 1980 which was later on registered in the Sub-Registrar of Assurances by the said Association in favour of Yogeshkumar Vishuprasad Gandhi for Flat no. 6 on first floor admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area under serial no. 7065 dated 10/7/1985.

It appears that tenements were built by Vishnusmruti Co-op Housing Society Ltd on F.P. no. 154 where Smt Harshlataben Vishnuprasad Gandhi became the owner of tenement no. 21 admeasuring 73 sq mtrs.

Later on Yogeshkumar Vishnuprasad Gandhi and Smt Harshlataben Vishnuprasad Gandhi by mutual understanding in the year 1985 decided to exchange the property through a registered Deed of Exchange which was executed in the Sub-Registrar of Assurances under serial no. 13702 dated 21/11/1985, where Smt Harshlataben Vishnuprasad Gandhi became the owner of Flat no. 6 of Sur Apartments



and Yogeshkumar Vishnuprasad Gandhi became the owner of Tenement no. 21.



It appears that Harshlataben Vishnuprasad Gandhi conveyed the said Flat no. 6 admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area in favor of 1) Varshaben Ravindrabhai Patel, and 2) Ravindrabhai Visatbhai Patel though a Deed of Conveyance registered at the Sub-Registrar of Assurances under serial no. 12018 dated 9/9/2010, where their names were entered in the share certificate no. 9 and became the co-owners of the said flat.

Further it has been brought to our notice that 1) Varshaben Ravindrabhai Patel, and 2) Ravindrabhai Visatbhai Patel purchased the said property from their own funds and therefore the property was a self acquired property. The said fact is reflected in the revenue records showing new city survey no. 2289/1 admeasuring 61.8125 sq mtrs of carpet area.

It appears that later on Varshaben Ravindrabhai Patel died on 17/10/2018. As per oral family understanding and being her only legal heir name of Rajan s/o Ravindrabhai Patel was written along with

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Ravindrabhai Patel in the share certificate without any consideration, for which a declaration was also made in that regards.

g) It appears that Agreement for Sale without consideration was registered in the Sub-Registrar of Assurances by the said Association in favour of Sureshbhai Hiralal Kothari for Flat no. 7 on second floor admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area under serial no. 5387 dated 2/4/1980.

As per records Flat no. 7 admeasuring 85 sq yds was gifted by Sureshbhai Hiralal Kothari to his daughter-in-laws 1) Tejal Niravbhai Kothari and 2) Juli Nehalbhai Kothari by a registered Gift Deed and their names were entered in the share certificate no. 6 dated 30/8/2013 and became the co-owners of the said flat.

The said fact is reflected in the revenue records showing new city survey no. 2291/II admeasuring 61.8125 sq mtrs of carpet area.

It appears that later on Sureshbhai Hiralal Kothari died on 20/11/2001 and Surbhi wd/o Sureshbhai Hiralal Kothari died intestate on 22/7/2010 and their legal heirs viz. their sons 1) Nirav Sureshbhai Kothari, and 2) Nehal Sureshbhai Kothari, their married daughters 1)





Vaishaliben Parasbhai Shah and 2) Viralben Mukeshbhai Kuvadia were joined as Confirming Parties at the time of Sale Deed.

h) It appears that a Possession Letter was was given to Narendrabhai Popatlal Nayak by the Association for **Flat no. 8** on second floor admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area on 25/11/1977 hence he became the owner of the said property.

It appears that thereafter Narendrabhai Popatlal Nayak conveyed flat no. 8 admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area in favor of Darshna Birenbhai Nayak though a Deed of Conveyance registered at the Sub-Registrar of Assurances under serial no. 7611 dated 29/12/2014. The said fact is reflected in the revenue records showing new city survey no. 2290/II admeasuring 61.8125 sq mtrs of carpet area.

i) It appears that an Allotment Letter was was given to Damodar G. Sovan by the Association for **Flat no. 9** on second floor admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area on 25/11/1977 and his name was entered in the share certificate no. 9 and became the owner of the said flat.

Later on Damodar G. Sovan died on 29/8/1999 and names of his legal heirs viz 1) Divakar D. Sovani, 2) Vidyaben H. Dharpure, and 3)

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Shobhaben V. Vahi were entered in the records of the Association. Later on 1) Divakar D. Sovani, 2) Vidyaben H. Dharpure released their rights, interests, and titles in Flat no. 9 in favour of Shobhaben V. Vahi.

It appears that Shobhaben V. Vahi conveyed flat no. 9 admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area in favor of Nileshbhai Patel though a Deed of Conveyance registered at the Sub-Registrar of Assurances under serial no. 6561 dated 26/06/2006.

It further appears that later on Nileshbhai Hirabhai Patel transferred his rights, interests, and titles for **Flat no. 9** admeasuring 71.07 sq mtrs i.e. 85 sq yds carpet area in favor of 1) Palak Rameshchandra Shah and 2) Rameshchandra Kantilal Shah though a Deed of Conveyance registered at the Sub-Registrar of Assurances under serial no. 9122 dated 31/8/2007, hence became the co-owners of the said flat.

Further it has been brought to our notice that 1) Palak Rameshchandra Shah and 2) Rameshchandra Kantilal Shah purchased the said property from their own funds and therefore the property is a self acquired property. The said fact is reflected in the revenue records





showing new city survey no. 2289/II admeasuring 61.8125 sq mtrs of carpet area.

j) It further appears that the Association and its members who were the flat owners had decided unanimously to transfer by sale, the said immovable property of the land admeasuring 648 sq yds of F.P. no. 154 together with the entire construction of nine (9) flats occupied by them under unanimous resolution no. 3 passed in the circular meeting of the Association held on 14/8/2018.

k) Thus you acquired the ownership of the leasehold properties of sub-plot no. 8, sub-plot no. 9 and sub-plot no. 12 of F.P no. 154 of T.P. Scheme no. 19 which is now is having a consolidated city survey no. 2288 admeasuring 1249.50 sq mtrs in area of T.P. Scheme no. 19 Memnager ward.

l) Earlier it appears that in the city survey records the area of CTS No. 2280 was being wrongly shown as 685 sq mtrs instead of 707 sq mtrs. The said mistake was corrected under order of city Dy Collector (West) Ahmedabad in CTS Appeal no. 63 of 2019 dated 3/2/2020 and the order of city survey Suprentendent-1, Ahmedabad in CTS Remand Cse no. 23/T.P. 19 memnagar/C.S. No. 2288/2020. These orders are reported in

Suresh Zumkhawala & Associates**ADVOCATES**

the city survey records under mutation entries no. 7412 dated 18/2/2020 and no. 7561 dated 6/6/2020.

m) It appears that city survey nos. 2288 to 2293 were, on application of the owner M/s Shreeji Procon, amalgamated in city survey no. 2288 cancelling the city survey cards of CTS no. 2289 to 2293. Pursuant to that the area of CTS no. 2288 was made 1249.50 sq mtrs under order of city survey Suprentendent-1, Ahmedabad under his order dated 10/6/2020 being no. CTS/TP-19 Memnagar/Consolidation/C.A. No. 2288 to 2293/2020. This order has been recorded in the city survey records under mutation entry no. 7641 dated 11/7/2020.

You have also supplied to us the copy of commencement letter (Rajachitthi) dated 5/3/2021 bearing no. 04628/121020/A4061/RO/M1 issued by Assistant T.D.O. (B.P.S.P.) of Ahmedabad Municipal Corporation authorizing you to erect a commercial complex of ground plus six floors construction of shops and offices as per approved plans to the extent of total 4819.49 sq mtrs.

We have not found any subsisting charge over the land owned by you. We have not received any objection or protest from any individual,





institution or any authority against issuance of certificate of clear and marketable title.

Opinion:-

Based on Contents of the Report on Title hereinabove narrated and relying upon all and whatever has been stated, assured and undertaken in the declaration executed by the unit holder members of the Association, our opinion on your titles in respect to the land described in the schedule hereunder is clear, marketable, without any reasonable doubt, subject to usual declaration on title by you.

Note:

While conducting search in the office of the Sub-Registrar of Assurances, we have found that certain Index-II Books are torn while the entries are also not maintained up to date and are also not in good condition. Further, we have relied on computer report provided by the Sub-Registrar assuming to be correct, we shall not be responsible for any error committed by the said office in the said search receipt. We have also relied on the land revenue record i.e. village form no. 7/12 and mutation entries reflect transfers, intervener, inheritance tenancy rights and other diverse interests created in the said land. The mutation entries so far as the said land are concerned are only relevant extract and they depict the position of the said land.

Our view of documents and records as per the allocable Indian laws is as deemed appropriate under the circumstances but do not necessarily include any internal circulars or policies of regulators not available in the public domain.

We shall not be responsible for any losses, damages, costs, expenses or other consequences, of information material in this report in with held or concealed from or misrepresented to us.

SCHEDULE

All the Immovable Property held on 999 years permanent Lease being Sub-Plot no. 8 admeasuring 445 Sq. Yards, and Sub-Plot no. 9 admeasuring 400 Sq. Yards, and sub-plot no. 12 admeasuring 648 sq yards forming part of Final plot no. 154 of T.P. Scheme no. 19, having consolidated city survey no. 2288 admeasuring 1249.50 sq mtrs in T.P. Scheme no. 19 Memnagar ward being in the sim of Sheikhpur-Khanpur alias Navrangpura Taluka Sabarmati, District Ahmedabad with all the rights of raise and facilities all drainage line, Meter line, Electric connection lines and other incidental rights and the same is bounded as under:-

On East	:	Road Leading to Meethila Colony
On West	:	Balaji Sigma Complex
On North	:	Main road to words Navrang Circle
On South	:	Sub-plot nos. 13-14





Annexure

Details of Transfer of Leasehold Land of Sub-Plot no. 12 of F. P. no. 154 of T. P. Scheme no. 19 being City Survey nos. 2293, 2292 with construction of Flat nos. 1 (One) to 9 (Nine) in favour of M/s. Shreeji Procon a Partnership Firm.

Sr. no.	Property	Vendors	Sale Deed Reg. no. / Date.
1.	Flat no. 1 GF. City Survey no. 2290/II of 71.07 Sq. Mtrs., carpet area (61.815 Sq. Mtrs, as per City Survey records) with 1/9 undivided right interest in the land to the extent of 60.20 Sq. Mtrs.	1. Sur Apartment Members Associations 2. Members of Flat a. Rajnikant Dhirajlal b. Saruben Rajnikant Kapasi.	<u>7003</u> 23-07-2019
2.	Flat no. 2 GF. City Survey no. 2290/II of 71.07 Sq. Mtrs., carpet area (61.815 Sq. Mtrs, as per City Survey records) with 1/9 undivided right interest in the land to the extent of 60.20 Sq. Mtrs.	1. Sur Apartment Members Associations 2. Members of Flat a. Rajanbhai Ravindrabhai Patel b. Ravindrabhai Visatbhai Patel	<u>7006</u> 23-07-2019

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— ADVOCATES —

- | | | |
|---|---|--------------------|
| 3. Flat no. 3 GF. City Survey no. 2290/II of 71.07 Sq. Mtrs., carpet area (61.815 Sq. Mtrs, as per City Survey records) with 1/9 undivided right interest in the land to the extent of 60.20 Sq. Mtrs. | 1. Sur Apartment
Members Associations
2. Members of Flat
Sanjaybhai Jagjigandas
Patel | 7291
30-07-2019 |
| 4. Flat no. 4 GF. City Survey no. 2290/II of 71.07 Sq. Mtrs., carpet area (61.815 Sq. Mtrs, as per City Survey records) with 1/9 undivided right interest in the land to the extent of 60.20 Sq. Mtrs. | 1. Sur Apartment
Members Associations
2. Members of Flat
Ravindrabhai Visatlal
Patel | 7008
23-07-2019 |
| 5. Flat no. 5 GF. City Survey no. 2290/I of 71.07 Sq. Mtrs., carpet area (61.815 Sq. Mtrs, as per City Survey records) with 1/9 undivided right interest in the land to the extent of 60.20 Sq. Mtrs. | 1. Sur Apartment
Members Associations
2. Members of Flat
Gitaben Shahankbhai
Divetiya | 7009
23-07-2019 |





6. **Flat no. 6 GF.** City Survey no. 2290/I of 71.07 Sq. Mtrs., carpet area (61.815 Sq. Mtrs, as per City Survey records) with 1/9 undivided right interest in the land to the extent of 60.20 Sq. Mtrs.

7. **Flat no. 7 GF.** City Survey no. 2290/II of 71.07 Sq. Mtrs., carpet area (61.815 Sq. Mtrs, as per City Survey records) with 1/9 undivided right interest in the land to the extent of 60.20 Sq. Mtrs.

8. **Flat no. 8 GF.** City Survey no. 2290/II of 71.07 Sq. Mtrs., carpet area (61.815 Sq. Mtrs, as per City Survey records) with 1/9 undivided right interest in the land to the extent of 60.20 Sq. Mtrs.

1. **Sur Apartment Members Associations**
2. **Members of Flat Ravindrabhai Visatlal Patel**

7013
23-07-2019

1. **Sur Apartment Members Associations**
2. **Members of Flat**
a. **Tejalben Niravbhai Kothari**
b. **Juliben Nehalbhai Kothari**

7399
02-08-2019

1. **Sur Apartment Members Associations**
2. **Members of Flat Darshna Birenbhai Nayak**

7000
23-07-2019

Suresh Zumkhawala & Associates

ADVOCATES

9. Flat no. 9 GF. City Survey no. 2290/II of 71.07 Sq. Mtrs., carpet area (61.815 Sq. Mtrs, as per City Survey records) with 1/9 undivided right interest in the land to the extent of 60.20 Sq. Mtrs.

1. Sur Apartment Members Associations
2. Members of Flat
a. Palakbhai Rameshchandra Shah
b. Rameshchandra Kantilal Shah.

7016
23-07-2019

DATED THIS 05th DAY OF APRIL 2021.


Suresh Zumkhawala
Advocate



1764/2021

16, June 2021

To,
M/s. Shreeji Procon
18, GF, Sundram Arcade,
Opp. Shukan Mall Sola,
Ahmedabad-60

Subject : Supplementary Report on Title to Our Opinion and report on your Titles dated 5th April 2021, to the immovable property being non-agricultural lands of Sub-Plots nos. 8 and 9, admeasuring 445 Sq. Yards, and 400 Sq. Yards respectively, together with land of Sub-plot no. 12, admeasuring 648 Sq. Yards forming part of final plot no. 154 of T.P. scheme no. 19, now having consolidated City Survey no. 2288 admeasuring 1249.50 Sq. Mtrs., of T. P. 19, Memnagar Ward being in the sim of Shekhpur -Khanpur, alias Navrangpura, Taluka- Sabarmati, Dist. Ahmedabad.

Dear Sir,

Upon your instructions earlier given, we investigated the titles of the owners of the immovable property of "Shubhang Bungalow" constructed on the lands of Sub-Plot nos. 8 and 9 and the land of sub-plot no. 12 with construction of an apartment building of 9 apartments named "Sur Apartments" owned by "Sur Apartment Members Association" occupied by the Members Share-Holders. Our Opinion and Report in that regard was received by you on 5th April 2021.

After the above report sent to you it appears that your application for secured cash credit loan of Rs. 5,50,00,000/- for a period of 12 months was sanctioned by Shree Kadi Nagrik Sahakari Bank Ltd, Kadi on 27th April 2021.

You have submitted to us the said letter received by you from the said bank together with copy of Index-II in respect to Deed creating Mortgage charge over the properties of lands of sub-plots nos. 8-9 and 12 of Final Plot no. 154 bearing city survey no. 2288, of T.P. Scheme no. 19, Memnagar ward being in the sim of Shekhpur-Khanpur alias Navrangpura, Taluka Sabarmati, District Ahmedabad.

The Mortgage Deed above referred to is registered at serial no 4426 on 26th May 2021. You have provided us with the copy of Index-II.

In view of the development mentioned above, the immovable property described in the certificate and opinion/Report on your titles earlier given on 05/4/2021 is supplemented with this opinion and we have to state that your titles in respect to the said property described in the schedule hereunder are subjected to the mortgage charge of cash credit loan amount of Rs. 5,50,00,000/- availed by you from the abovenamed bank

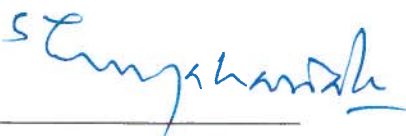
Therefore subject to the above mortgage charge of the Shree Kadi Nagrik Sahakari Bank Ltd, your rights titles in respect to the immovable property are clear and marketable.

SCHEDULE

All the Immovable Property held on 999 years permanent Lease being Sub-Plot no. 8 admeasuring 445 Sq. Yards, and Sub-Plot no. 9 admeasuring 400 Sq. Yards, and sub-plot no. 12 admeasuring 648 sq yards forming part of Final plot no. 154 of T.P. Scheme no. 19, having consolidated city survey no. 2288 admeasuring 1249.50 sq mtrs in T.P. Scheme no. 19 Memnagar ward being in the sim of Sheikhpur-Khanpur alias Navrangpura Taluka Sabarmati, District Ahmedabad with all the rights of raise and facilities all drainage line, Meter line, Electric connection lines and other incidental rights and the same is bounded as under:-

On East	:	Road Leading to Meethila Colony
On West	:	Balaji Sigma Complex
On North	:	Main road to words Navrang Circle
On South	:	Sub-plot nos. 13-14

DATED THIS 16th DAY OF JUNE 2021.



Suresh Zumkhawala
Advocate