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Ref. No. Bjm/171/2022 of 2022 Date:

REPORT ON TITLE

Re: IN THE MATTER OF Due Diligence of Title of the non-agricultural lands situate at Khodiyar (sim), Taluka Daskroi, in the Registration District Ahmedabad and Sub District Ahmedabad – 8 (Sola), bearing

Revenue Block No.	Original Plot No.	Final Plot No.	Sub Plot No.	Area in sq.mts.
6/A,7/A,14 (part proportionate)	81/2 (part proportionate)	81/2/1	81/2/1/ D	2011.02

of applicable Priliminary Town Planning Scheme No. 61 (Khoraj – Khodiyar).

We refer to your instructions to verify your title to the lands above referred to. We have caused necessary searches to be taken with the revenue and sub registry records. We have taken root of title commencing from about 1980, prior to more than thirty-five years from now. Our Report on Title for private use is as stated hereafter. For detailed facts and particulars, references may be taken from the documents, papers, writings and records referred to hereinbelow.

A. DESCRIPTION OF LAND:

1. Sim : Khodiyar
Taluka : Daskroi
District : Ahmedabad
Sub District : Ahmedabad - 8 (Sola)

Revenue Block Nos.	:	As above
Original Plot No. and Area	:	As above
Final Plot No., Sub Plot No. and area	:	As above
Applicable Town Planning Scheme	:	61 (Khoraj-Khodiyar)

2. As regards allotment of Final Plots, The Town Planning Officer, Ahmedabad, Town Planning Scheme Unit No.-1, has given their Opinion for or in the matter of development permission, to the Assistant Town Planner, Ahmedabad Urban Development Authority dated 19th January, 2019, bearing No. NRYo 61 (Khoraj-Khodiyar)/Case No. 82/1157) and the said land of Block Numbers 6/A,7/A,14 are given Original Plot No. 82/1 of 34161 Sq.mts and Final Plot Nos. 81/2/1 and 81/2/2 of 17331 and 3166 Sq.mts. Possession Receipts have also been executed by/between the land holder Kalpesh I. Modi of the relevant time and concerned officer of AUDA and Survey Office, as per Final Plots.

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3. Said Final Plot No. 81/2/1 is sub-divided into four Sub Plots No. 81/2/1/A of 3419.45 Sq.mts. {3364 + (55.11 not in possession)}, 81/2/1/B of 8350.13 Sq.mts. {8347.14 + (2.99 not in possession)} 81/2/1/C of 3550.30 Sq.mts. and 81/2/1/D of 2011.02 Sq.mts. as per Development Permission granted by Senior Town Planner, Ahmedabad Urban Development Authority (AUDA) dated 25th September, 2021, bearing No. 1114LD21220064.

4. NON-AGRICULTURAL USE PERMISSION.

The lands effectively Final Plot Lands are granted permission for Non-Agricultural Use as per details given in para C.6 below.

B. TITLE HOLDER:

NAME	:	MODI KALPESH INDRAVADAN
PAN	:	ABCPM8165F
AADHAR	:	6565 5527 2008
Address	:	A1, Vrajbhoomi Flats, Maninagar Char Rasta, Maninagar, Ahmedabad.

C. DETAILS OF ACQUISITION OF LAND BY THE TITLE HOLDER, MODI KALPESH INDRAVADAN.

1. One Santrambhai Khanchand Varma and others (Hereinafter called the "Previous Owners") were owners of said lands of Block No. 6/A, 7/A and 14. Details about their acquisition of land by way of purchase and devolution of title for last more than thirty years are contained in Annexure-A hereto.

2. The Previous Owners agreed to sell the said lands and lands of other Block Nos. 15, 16, 17 part (17/1 or 17A) and 18A (said all lands) to Shreenath Enclaves Pvt. Ltd. (Hereinafter referred to as "Shreenath Company") by an Agreement for Sale, dated 21st January, 2006, registered under Sr. No. 651, read with Supplementary Agreement dated 17th October, 2006, registered under Serial No. 12006 for increase in price. Shreenath Company was purchasing the said lands for development and further sale. Therefore, this Agreement for Sale was also followed by Development Agreement by Previous Owners in favour of/with Shreenath Company, for the same consideration, of the same date, registered under Sr. No. 653. Full stamp duty as per Development Agreement was paid thereon.

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3. The Shreenath Company obtained Sale Conveyances of the said all lands in favour of one Modi Kalpesh Indravadan (Hereinafter referred to as "Kalpesh"), by seven separate Deeds of Conveyance all dated 17th October, 2006 from their respective Previous Owners.

Sr.No.	Block Nos.	Registration No. of Sub-Registrar
1	6 (6A)	12016
2	7 (7A)	12015
3	14	12019
4	15	12017
5	16	12021
6	17, part, (17/1 or 17A)	12017
7	18A	12018

4. The said Conveyances were obtained by Shreenath Company in favour of Kalpesh as per Understanding arrived at between them recorded in Memorandum of Understanding dated 17th October, 2006, modified as per Modification dated 16th June, 2018 (Hereinafter referred to as "MOU Modification").

NOTE:

(a) Said MOU records the circumstances under which the said Conveyances were obtained in favour of Kalpesh, and it provided for future sale of lands as developed land by joint efforts of Kalpesh and Shreenath Company, and Kalpesh to receive 5% of sale proceeds.

(b) Said MOU Modification, modified the said MOU to give 5% of Final Plot Land to Kalpesh instead of 5% of sale proceeds.

5. Since the said Conveyances were obtained by Shreenath Company from previous Owners in favour of said Kalpesh, the said Development Agreement between Previous Owners and Shreenath Company did not survive and was formally cancelled as per "Memorandum of Cancellation of Development Agreement", dated 17th October, 2006. Kalpesh executed new Development Agreement of said all lands in favour of the Shreenath Company dated 14th November, 2006, registered with the office of the Sub-Registrar Ahmedabad-2 (Wadaj), under Sr. No. 12740.

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6. Said all lands were granted permission for non-agricultural use as per details below:

Block No.	Area in Sq.mts. as per Revenue Record	Area in Sq.mts. of NA Land after making provision for land to be surrendered in TPS	Date and Number of NA Order
6 (6A)	13711	8226	By Collector, Ahmedabad dated 29th November, 2018, bearing No CB/NA/ Ahmedabad/Khodiyar/6/A/995762/2018
7 (7A)	4566	2739	By Collector, Ahmedabad dated 29th November, 2018, bearing No CB/NA/ Ahmedabad/Khodiyar/7/A/995731/2018
14	15884	9530.40	by an Order of District Development Officer, Ahmedabad, dated 14th March, 2007, bearing No. MSL/BKhP/SR-74/Vashi.1691-96/07
15	14545	8727	
17/A	18367	11020.20	
18/A	4949	2969.40	
16	405	304	by an Order of District Development Officer, Ahmedabad, dated 9th March, 2009, bearing No. CB/Jamin/NA/SR-488/2008/C-14008/09

7. Kalpesh, subsequent to grant of said permissions for Non-Agricultural Use of said all lands transferred and conveyed said all lands unto Shreenath Company by seven separate Deeds of Transfer as per details below and on the facts and circumstances recited therein.

Block No.	Date of Deed of Transfer	Registration No.
6 (6A)	26-12-2018	23471
7 (7A)	26-12-2018	23472
14	25-07-2018	11687
15	25-07-2018	11684
16	25-07-2018	11686
17, part (17A)	25-07-2018	11688
18A	25-07-2018	11683

8. These lands are all entered in the name of the Shreenath Company as per Revenue Entry Nos. 4445 dated 26th January, 2019, No. 4446 dated 18th January, 2019, and Nos. 4356, 4354, 4355, 4358 and 4357 all dated 18th July, 2018 respectively.

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9. Accordingly, said all lands of Block Nos. 6A, 7A, 14, 15, 16, 17A and 18A belonged to Shreenath Enclaves Pvt. Ltd.. They are as per Opinion of the Town Planning Officer referred to in A.2 above given Final Plots as below:

Revenue Block No.	Original Plot No.	Original Plot Area (Sq.mts.)	Final Plot No.	Area of Final Plot (Sq.mts.)
6/A,7/A,14	81/2	34161	81/2/1 & 81/2/2	17331 & 3166
16, 17/A	81/1	18772	81/1	11263
18A	81/4	4949	81/4	2969
15	81/3	14545	81/3	8727

10. As stated in para A.3 above the land of Final Plot No. 81/2/1 is divided into four Sub Plots being 81/2/1/A, 81/2/1/B, 81/2/1/C and 81/2/1/D.

11. Kalpesh as per said MOU read with Modification was entitled to receive from the Shreenath Company 5% land share of Said Final Plot Lands which calculated 1736.50 sq.mts. (Hereinafter referred to as "Kalpesh Share"). As mutually agreed between the Shreenath Company and the Kalpesh, the Shreenath Company agreed to give, grant, convey and assign unto the Kalpesh, the said land of

Final Plot No. 81/2/1, Sub Plot No. 81/2/1/D of 2011.02 Sq.mts., in the manner, 1736.50 Sq.mts. as representing said Kalpesh Share and remaining 274.52 Sq.mts. by way of sale. Such land of Final Plot No. 81/2/1, Sub Plot No. 81/2/1/D of 2011.2 Sq.mts., is transferred and conveyed by the Shreenath Company called "Transferor" unto Kalpesh called "Transferee" by or under a Deed of Transfer dated 22nd December, 2021, registered under Serial No. 24926.

12. The Kalpesh in the said Deed of Transfer has agreed that thereupon all right, claim and interest of the Kalpesh under the said MOU and Modification upon remaining said all lands and their Final Plot lands, more particularly described in the Second Schedule thereunder written, stands released, discharged and satisfied.

13. Accordingly, the land under due diligence of title belong to Modi Kalpesh Indravadan.

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D. PUBLIC NOTICE.

1. As part of due diligence of title, we gave public notice appeared in the daily newspaper Sandesh of 17th March, 2022, inviting claims, if any, in upon or to the lands above referred to. We have not received any claim or objection.

E. DISCLAIMER

1. The aforesaid Report is reference of available revenue and sub registry records, only relevant for the purposes to study the devolution of title, and to ascertain any charge or encumbrance, and does not contain entire revenue or sub registry records. We have relied upon the same without going into the details or further legal validation / scrutiny of records and proceedings referred to therein and implications thereof.

2. We have relied on the documents, papers, writings, records, proceedings and information furnished to us as true, genuine and reliable.

3. As reported by our Search Clerk / Search Advocate, who has taken search of the revenue and sub registry records, it is found that some of the record is not maintained properly or damaged / torn, or not otherwise available. Also, in case of Sub-Registry records.

Physical search of last about 13 years is not given by the office of the Sub-registrar, and on application, SR office has given prescribed details of encumbrances/transactions in their prescribed form. However, many a times it is not accurate or correct or complete. Search may lack or miss some particulars, in these circumstances.

4. Title Holder to make Title Declaration and Indemnity that the said lands have not been given in security, nor entered into any transaction with any person whomsoever, nor created any charge or encumbrance of any nature whatsoever thereon, nor the said lands are subject matter of any pending proceedings, nor any order, decree, attachment or any order of restriction, injunction or status-quo of any court or authority is operating against the said lands adversely affecting the title, nor any portion thereof is under acquisition or requisition under any law in force, nor the said lands have been declared to be unfit for human habitation and there are no other facts or particulars which can adversely affect title.

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5. The land under due diligence of title is non-agricultural land. Therefore, we have not examined agricultural land laws implications.

6. We have not made or carried out visit, verification, inspection or measurements at the site of the said property under due diligence of title.

F. <u>OPINION.</u>

Accordingly, we hereby certify that title of Modi Kalpesh Indravadan to the land above referred to in the manner,

Revenue Block No.	Original Plot No.	Final Plot No.	Sub Plot No.	Area in sq.mts.
6/A,7/A,14 (part proportionate)	81/2 (part proportionate)	81/2/1	81/2/1/D	2011.02

are clear, marketable, free from all encumbrances and reasonable doubt, subject to :-

a) Declaration-Cum-Indemnity on Title being made as aforesaid.

b) Preliminary Town Planning Scheme No. 61 (Khoraj-Khodiyar).

c) Laws applicable and in force, at the relevant time, to effect legally and properly sale, transfer or other transaction with respect to the said lands.

DATED THIS 17TH DAY OF DECEMBER, 2022

H. Desai & Co.

ADVOCATES AND SOLICITORS

To
Modi Kalpesh Indravadan,
Ahmedabad.

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ANNEXURE "A"

FLOW / DEVOLUTION OF TITLE

Re: IN THE MATTER OF lands situate at Khodiyar (sim), Taluka Daskroi, in the Registration District Ahmedabad and Sub District Ahmedabad – 2 (Wadaj), bearing

Sr.Nos.	Block Nos.	Area in Sq.mts.
1	6/part (6A)	13711
2	7/part (7A)	4566
3	14	15884

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1. BLOCK NO.6/PART (6A), ADMEASURING ABOUT 13711 SQ.MTS.

a) i) Block No. 6 corresponds to old Revenue Survey Nos. 3, 10 and 11/1. (Ref. Consolidation records referred to in Revenue Entry No. 1287, dated 20th January, 1967).

ii) The lands of said Survey Nos. 3 and 10, admeasuring about 4 Acres 10 Gunthas and 1 Acre 0 Guntha, respectively, were of New Tenure and the land of Survey No. 11/1, admeasuring about 0 Acres 11 Gunthas was of Old Tenure.

iii) The said land of New Tenure is converted to Old Tenure for Agricultural Use as per order of Mamlatdar, Daskroi, dated 6th March, 2003, bearing No. Jamin (Old Tenure) / Vashi-3939/SR/63/2003 read with further letter of Deputy Collector, Viramgam Prant, Ahmedabad, dated 2nd July, 2003, bearing No. Jamin/Vashi/1246/SR/53/03. Effect thereof is given in the Record of Right. (Ref. Revenue Entry No. 2541, dated 18th August, 2003).

b) The land above referred to, prior to 1975, as per revenue record and said scheme of Consolidation was registered in the name of one Ambaram Talsibhai, who died on 9th June, 1982 and the names of

Khodabhai,
Rasikbhai,
Pushpaben, and
Madhuben, .. all of Ambaram Talsibhai
were entered in the revenue records. (Ref. Revenue Entry No. 1634, dated 10th December, 1983).

c) Said Khodabhai and others sold and conveyed the said land as ancestral / HUF land to
Santrambhai Khanchand Varma,
Usharani Santrambhai Varma,
Tarunbhai Santrambhai Varma,
Gaurav Santrambhai Varma,
Mrunal Santrambhai Varma,
Pritiben Tarunbhai Varma,
Kiloliben Rajeshbhai Shah,
Pritiben Jayeshbhai Shah, and
Kaushaben Jigneshbhai Shah
by a Deed of Conveyance on Sale, dated 2nd August, 2003, registered under Sr. No. 3620, (Ref. Revenue Entry No. 2553, dated 3rd September, 2003), supported by Indemnity Bond, dated 2nd August, 2003, registered under Sr. No. 3621.

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d) i) Thereafter said Santrambhai and others sold and conveyed the said land to Modi Kalpesh Indravadan, by a Deed of Conveyance on Sale, dated 17th October, 2006, registered under Sr. No. 12011, supported by Declaration on Title, attested by Public Notary. The said Deed of Conveyance is, also, executed by Shreenath Enclaves Pvt. Ltd. as Confirming Party, being the previous intending purchaser / developer of the said land.

ii) Said Pritiben Jayeshbhai and Kiloliben Rajeshbhai were represented through their Power of Attorney Holder Jigneshbhai Pravinbhai Shah, being family members. However, subsequent to said completion of sale, said Pritiben and Kiloliben have confirmed the completion of sale as per Declaration / Confirmation made by them, dated 12th October, 2007, attested by Public Notary.

e) Original area of Block No. 6 was 22359 Sq.mts., rectified to 21303 Sq.mts. (Ref. Revenue Entry No. 2283, dated 11th November, 1998). The said Deed of Conveyance was with respect to such entire land of Block No. 6, admeasuring about 21303 Sq.mts. Out

of this 7592 Sq.mts. is going in acquisition for ONGC. The clear land is 13711 Sq.mts. given Block No. 6A. Necessary Rectification-Clarification as regards said Deed of Conveyance, dated 17th October, 2006 for the same, is made and registered, dated 26th December, 2007, registered under Sr. No. 14265.

f) Accordingly, Modi Kalpesh Indravadan became Registered Holder of the said land. (Ref. Revenue Entry No. 2968, dated 21st January, 2008).

2. BLOCK NO.7/PART (7A), ADMEASURING ABOUT 4566 SQ.MTS.

a) Block No. 7 corresponds to old Revenue Survey Nos. 4/1, 4/2 and 4/3. (Ref. Consolidation records referred to in Revenue Entry No. 1287, dated 20th January, 1967).

b) The land above referred to, prior to 1975 as per revenue record and said scheme of Consolidation, was registered in the name of one
Purshottamdas Naranbhai,
Nathiben Naranbhai,
Shantaben Naranbhai (then minor),
Bai Karsan widow of Naranbhai Nagarbhai.

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Note:-

i) In the record as regards allotment of Block, the land through mistake was shown as land of Restricted Tenure. However, such mistake is subsequently rectified as per order of Mamlatdar, Daskroi, dated 19th April, 2002. (Ref. Revenue Entry No. 2447, dated 26th April, 2002).

c) Said Nathiben, Shantaben and Karsanben released their share and their names were deleted from the record of rights. (Ref. Revenue Entry No. 1362, dated 14th October, 1972).

d) Said Purshottam Naranbhai sold and conveyed the said land, as ancestral / HUF land to
Santrambhai Khanchand Varma,
Usharani Santrambhai Varma,
Tarunbhai Santrambhai Varma,
Gaurav Santrambhai Varma,
Mrunal Santrambhai Varma,
Pritiben Tarunbhai Varma,

Kiloliben Rajeshbhai Shah,
Pritiben Jayeshbhai Shah, and
Kaushaben Jigneshbhai Shah
by a Deed of Conveyance on Sale, dated 10th April, 2003, registered under Sr. No. 1827, (Ref. Revenue Entry No. 2530, dated 24th April, 2003), supported by Indemnity Bond, dated 17th April, 2003, registered under Sr. No. 1828, supported by Confirmation made by family members of Purshottamdas Naranbhai, dated 17th April, 2003, attested by Public Notary.

e) i) Thereafter said Santrambhai and others sold and conveyed the said land to Modi Kalpesh Indravadan, by a Deed of Conveyance on Sale, dated 17th October, 2006, registered under Sr. No. 12015, supported by Declaration on Title, attested by Public Notary. The said Deed of Conveyance is, also, executed by Shreenath Enclaves Pvt. Ltd. as Confirming Party, being the previous intending purchaser / developer of the said land.

ii) Said Pritiben Jayeshbhai and Kiloliben Rajeshbhai were represented through their Power of Attorney Holder Jigneshbhai Pravinbhai Shah, being family members. However, subsequent to said completion of sale, said Pritiben and Kiloliben have confirmed the completion of sale as per Declaration / Confirmation made by them, dated 12th October, 2007, attested by Public Notary.

iii) Said Deed of Conveyance was with respect of such entire land of Block No. 7, admeasuring about 8600 Sq.mts.. Out of this 4034 Sq.mts. is going in acquisition for ONGC. The clear land is 4566 Sq.mts. given Block No. 7A. Necessary Rectification-Clarification as regards said Deed of Conveyance, dated 17th October, 2006 for the same, is made and registered, dated 26th December, 2007, registered under Sr. No. 14264.

f) Accordingly, Modi Kalpesh Indravadan became Registered Holder of the said land. (Ref. Revenue Entry No. 2969, dated 21st January, 2008).

3. BLOCK NO.14, ADMEASURING ABOUT 15884 SQ.MTS.

a) Block No. 14 corresponds to old Revenue Survey Nos. 8/2/A, 8/2/B, 8/3 and 9/2. (Ref. Consolidation records referred to in Revenue Entry No. 1287, dated 20th January, 1967).

b) The land above referred to, prior to 1975 as per revenue record and said scheme of Consolidation, was registered in the name of one Ambaram Talsibhai.

c) He sold and conveyed portion of the said land, admeasuring about 8903 Sq.mts. (2 Acres 8 Gunthas) to one Purshottamdas Narandas, by a Deed of Conveyance, dated 27th October, 1980, registered under Sr. No. 14133 and his two sons, namely Khodabhai and Rasikbhai also joined as seller in the said Deed of Conveyance. (Ref. Revenue Entry No. 1723, dated 26th May, 1988).

d) Said Ambaram Talsibhai died on 9th June, 1982 and the names of
Khodabhai,
Rasikbhai,
Pushpaben, and
Madhuben, .. all of Ambaram Talsibhai
were entered in the revenue records. (Ref. Revenue Entry No. 1634, dated 10th December, 1983).

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e) Thereafter said Khodabhai and others sold and conveyed the remaining land of said Block Number, admeasuring about 6981 Sq.mts. to said Purshottamdas Narandas, by a Deed of Conveyance, dated 21st May, 1988, registered under Sr. No. 9289. (Ref. Revenue Entry No. 1724, dated 26th May, 1988).

f) Accordingly, said Purshottamdas Narandas became entitled to the said land of Block No. 14.

g) Said Purshottamdas Narandas sold and conveyed the said land to
Santrambhai Khanchand Varma (Self and HUF),
Tarunbhai Santrambhai Varma (Self and HUF),
Jignesh Pravinbhai Shah,
Jayesh Pravinbhai Shah, and
Rajesh Pravinbhai Shah
by a Deed of Conveyance on Sale, dated 8th February, 2002, registered under Sr. No. 475. (Ref. Revenue Entry No. 2463, dated 18th July, 2002).

h) i) Thereafter said Santrambhai Khanchand Varma (Self and HUF) and others sold and conveyed the said land to Modi Kalpesh Indravadan, by a Deed of Conveyance on Sale, dated 17th October, 2006, registered under Sr. No. 12019, supported by Declaration on Title, attested by Public Notary. The said Deed of Conveyance is, also, executed by Shreenath Enclaves Pvt. Ltd. as Confirming Party, being the previous intending purchaser / developer of the said land.

ii) Said Jayeshbhai and Rajeshbhai were represented through their Power of Attorney Holder Jigneshbhai Pravinbhai Shah. However, subsequent to said completion of sale, said Jayeshbhai and Rajeshbhai have confirmed the completion of sale as per Declaration / Confirmation made by them, dated 12th October, 2007, attested by Public Notary.

i) Accordingly, Modi Kalpesh Indravadan became Registered Holder of the said land. (Ref. Revenue Entry No. 2845, dated 7th December, 2006).

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