

**MIHIR LAKHIA ASSOCIATES**  
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**TITLE CLEARANCE REPORT**

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To,

Kalp Infracon Pvt. Ltd.  
11, Arun Society,  
Mahalaxmi Cross Roads,  
Paldi,  
Ahmedabad.

Sub.: Investigation of Title to the Property of  
District Sub District Ahmedabad - 4(Paldi)  
Taluka Sabarmati (Old City), of Mouje Kochrab  
Sim, having its T.P. Scheme No. 3, Final Plot No.  
799, 800, 803, 804, 806, 807, 808-1-2, being  
The New Brahmakshatriya Co-op. Housing Society  
Ltd. and on the said property, Sub-Plot No. 32,  
which is included in Final Plot no. 800,  
admeasuring about 709.03 sq. mts. i.e. 848 sq.  
yds., along with construction thereon admeasuring  
257.22 sq. mts. constructed area.



I have gone through the papers of the above mentioned property lying and situate at District Sub District Ahmedabad - 4(Paldi) Taluka Sabarmati (Old City), of Mouje Kochrab Sim, having T.P. Scheme No. 3, Final Plot No. 799, 800, 803, 804, 806, 807, 808-1-2, being The New Brahmakshatriya Co-op. Housing Society Ltd. and on the said property, Sub-Plot No. 32, which is included in Final Plot no. 800, admeasuring about 709.03 sq. mts. i.e. 848 sq. yds., along with construction thereon admeasuring 257.22 sq. mts. constructed area, herein after referred to as 'the said immovable property. Presently, the said immovable property stands in the name of Kalp Infracon Pvt. Ltd.

1. History of the property :

(1) The New Brahmakshatriya Co-op. Housing Society Ltd. is a registered society vide Registration No.BS-60 registered on 23.03.1927 under the Co-operative Societies Act, and various plottings have been made out therein. Out of the said plots, the Sub Plot (Bungalow) No.32 was originally standing in the name of its owner Chunilal Nandlal Desai, as per the record of the Society. The said Sub-Plot No.32 was allotted by the Society to Chunilal Nandlal Desai. Thereafter by Resolution No. 3 dated 09.05.1948 passed by the Society, the said property was transferred in the name of the son of Chunilal Nandlal Desai i.e. Pushkarrai Chunilal Desai. Chunilal Nandlal Desai passed away. Pushkarrai Chunilal Desai then became the full and absolute owner of the said immovable property. During the lifetime of Pushkarrai Chunilal Desai, the name of his wife - Mudrika

Pushkarrai Desai was added as joint owner by Resolution No. 1 dated 25.02.1978 passed by the society. The names of the sons of Pushkarrai Chunilal Desai and Mudrika Pushkarrai Desai i.e. Timir Pushkarrai Desai and Shekhar Pushkarrai Desai, were added as Nominee of the said immovable property.

(2) Pushkarrai Chunilal Desai passed away on 03.07.1982. Mudrika Pushkarrai Desai, Timir Pushkarrai Desai and Shekhar Pushkarrai Desai then became the full and absolute owners of the said immovable property and the society passed resolution no.7 dated 02.08.1982 as per the nomination and will and the said immovable property was in the name of Mudrika Pushkarrai Desai, Timir Pushkarrai Desai and Shekhar Pushkarrai Desai.

(3) Shekhar Pushkarrai Desai passed away on 30.10.1986. At the time of his death, Shekhar Pushkarrai Desai was unmarried, mentally-ill and did not have any legal heirs. The name of Shekhar Pushkarrai Desai was deleted by the Society by Resolution No. 1 dated 24.03.1987 and the name of Shaila Timir Desai was nominated.

(4) Mudrika Pushkarrai Desai passed away on 16.07.1989. The name of Mudrika Pushkarrai Desai was deleted and the name of Shaila Timir Desai was added as joint owner of the said immovable property as per nomination. The society passed resolution no. 3 dated 18.08.1989. Timir Pushkarrai Desai and Shaila Timir Desai became the full and absolute owners of the said immovable property and members of the society.



(5) The original Share Certificate pertaining to the said immovable property had torn and become worn out and therefore the society issued Share Certificate No.32 bearing Shares Distinctive Nos. 301 to 310 on 27.01.1998. Timir Pushkarrai Desai and Shaila Timir Desai were the full and absolute owners of the said immovable property.

(6) Timir Pushkarrai Desai and Shaila Timir Desai were the full and absolute owners of the said immovable property and the possession of the said immovable property was held with them.

(7) Pushkarrai Chunilal Desai and Mudrika Pushkarrai Desai had two daughters – (1) Rekha Pushkarrai Desai, Wife of Bhupendra Thakore and (2) Rohini Pushkarrai Desai, Wife of Mahendra Desai.

(7.1) During her lifetime, Rekha Pushkarrai Desai got married in the year 1958, and she had signed and executed a Notarised Affidavit-cum-Release Deed dated 22.12.1995, wherein she has declared and confirmed that as per the will and nomination made by Pushkarrai Chunilal Desai and Mudrika Pushkarrai Desai, the above mentioned immovable property was to be given to Timir Pushkarrai Desai and Shekhar Pushkarrai Desai and that she did not have any objection to the same. Shekhar Pushkarrai Desai passed away on 30.10.1986. Rekha Pushkarrai Desai had waived her right in the said immovable property and had no objection to the transfer of the said immovable property in favour of her brother Timir Pushkarrai Desai.



(7.2) Rohini Pushkarrai Desai passed away on 01.10.1985. Her husband Mahendra Pandurao Desai passed away on 17.10.1996. They have one son and legal heir – Deven Mahendra Desai. The said Deven Mahendra Desai has signed and executed an Indemnity Bond – cum – Declaration – cum – Affidavit dated 13.11.2021 and confirmed that the said immovable property was of the ownership of Timir Pushkarrai Desai and that he had no right, title or interest in the said immovable property and that he would not raise any right or claim in the said immovable property.

(8) Timir Pushkarrai Desai and Shaila Timir Desai have three daughters –

- (1) Vaishalee Jayvant Vaidya, also known as Vaishalee Timir Desai
- (2) Alpana Shilpan Nelson, also known as Alpana Timir Desai
- (3) Hiral Naman Desai, also known as Hiral Timir Desai

All the three above mentioned daughters have signed and executed Declarations dated 22.03.2022 declaring that the said immovable property is of the full and absolute ownership of Timir Pushkarrai Desai and Shaila Timir Desai and that they have No Objection to the sale of the said immovable property and that they shall not raise any claim or right over the said immovable property.

2. Timir Pushkarrai Desai and Shaila Timir Desai signed and executed a Banakhat dated 05.04.2022 which is registered with



the Sub-Registrar, Paldi, Ahmedabad, under Registration No.5945 of 2022 in favour of Kalp Infracon Pvt. Ltd.

3. Timir Pushkarrai Desai and Shaila Timir Desai signed and executed a Sale Deed dated 26.05.2022 which is registered with the Sub-Registrar, Paldi, Ahmedabad, under Registration No.9109 of 2022 in favour of Kalp Infracon Pvt. Ltd. Kalp Infracon has become the full and absolute owner of the said immovable property.

4. The New Brahmakshatriya Co-operative Housing Society Ltd. has transferred the said immovable property being Sub-Plot No.32 and Share Certificate No. 32 and shares bearing Distinctive Nos. 301 to 310 in favour of Kalp Infracon Pvt. Ltd. The resolution bearing no. 2 dated 02.06.2022 has been passed by the Managing Committee of the New Brahmakshatriya Co-operative Society Ltd. to the said effect.

5. Kalp Infracon is the full and absolute owner of the said immovable property and is in possession of the said immovable property.

6. I further state that for the purpose of issuing Title Certificate of the above mentioned property i.e. Sub Plot No. 32, The New Brahmakshatriya Co-operative Society Ltd., Ahmedabad, I have published a Public Notice on 15.03.2022 in Gujarat Samachar daily and in response to that, till today I have not received any claim or objection from anybody.

7. I have not found any charge or encumbrance on the said property.



In view of what is stated above, I am of the opinion and hereby certify that the Title of the said property i.e. property lying and situate at District Sub District Ahmedabad - 4(Paldi) Taluka Sabarmati (Old City), of Mouje Kochrab Sim, having its T.P. Scheme No. 3, Final Plot No. 799, 800, 803, 804, 806, 807, 808-1-2, being The New Brahmakshatriya Co-op. Housing Society Ltd. and on the said property, Sub-Plot No. 32, which is included in Final Plot no. 800, admeasuring about 709.03 sq. mts. i.e. 848 sq. yds., along with construction thereon admeasuring 257.22 sq. mts. constructed area, standing in the name of Kalp Infracon Pvt. Ltd. appears to be clear, marketable and free from all encumbrances and beyond reasonable doubt.

#### SCHEDULE

District Sub District Ahmedabad - 4(Paldi) Taluka Sabarmati (Old City), of Mouje Kochrab Sim, having its T.P. Scheme No. 3, Final Plot No. 799, 800, 803, 804, 806, 807, 808-1-2, being The New Brahmakshatriya Co-op. Housing Society Ltd. and on the said property, Sub-Plot No. 32, which is included in Final Plot no. 800, admeasuring about 709.03 sq. mts. i.e. 848 sq. yds., along with construction thereon admeasuring 257.22 sq. mts. constructed area. The Boundary of the said plot is as under :



East : Sahajanand Complex

West : 30 Feet T. P. Road

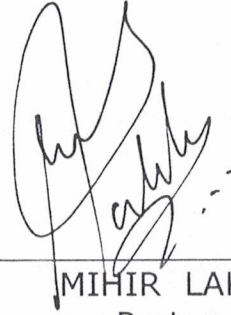
North : 40 Feet T. P. Road

South : Kanishk Flats

Date : 07.06.2022.

Ahmedabad.

MIHIR LAKHIA ASSOCIATES  
Advocates

A handwritten signature in black ink, appearing to read 'Mihir Lakhia', is written over a horizontal line.

MIHIR LAKHIA  
Partner

