

TITLE REPORT

Ref. No.HSS/TCR/252

Date: 24/01/2023

To,
Chairmen/Secretary of
Gauravi Owners Association
128, Nehru Park, Vastrapur,
Ahmedabad.

Re: - In the matter of investigation of title to the Immovable Constructed Properties of the scheme which is known as “GAURAVI APARTMENT” of Gauravi Owners Association (An Association duly incorporated und the Bombay Non-Trading Corporation Act, 1959 bearing Reg. No. G/1431 dated 27/03/1987) Constructed on N.A. Land of Sub Plot No.47 admeasuring 1258 sq. yards i.e., 1052 sq. mtrs., made out from Survey Nos.119+ 122+ 123+ 124+ 126+ 128/paiki which has allotted Final Plot No.128 admeasuring 894 sq. mtrs., Town Planning Scheme No.1 having its City Survey No.688 admeasuring 894 sq. mtrs., situate, lying and being at Mouje Vastrapur, Taluka Vejalpur & District Ahmedabad and Registration District Sub-District at Ahmedabad-3 (Memnagar) and belongs to **Gauravi Owners Association** along with its present existing members viz. (1) Flat No.A/1 on Ground Floor-Sadhnaben Mahendrabhai Kothari (2) Flat No.A/2 on Ground Floor-Virendra S. Chalamati & Sudhaben V. Chalamati (3) Flat No.A/3 on 1st Floor- Joby Thomas & Reena Joby Thomas (4) Flat No.A/4 on 1st Floor Premalatha Ayyapan, (5) Flat No.A/5 on 2nd Floor-M.K. Appu & Relena Appu, (6) Flat No.A/6 on 2nd Floor- Nair Sunilkumar A.M., (7) Flat No.A/7 on 3rd Floor- P.K. Sivadasan, (8) Flat No.A/8 on 3rd Floor-Kamlesh Kaniyalal Nagar, (9) Flat No.B/1 on Ground Floor- Lisy Jose, (10) Flat No.B/2 on Ground Floor-Satishkumar Devilal Kalal, (11) Flat No.B/3 on Ground Floor – Legal heir of Late. Mansukhlal G. Dhamecha i.e. (a) Ranjanben Mansukhlal Dhamecha, (b) Chandreshkumar Mansukhlal Dhamecha & (c) Kirtidaben Atulkumar Sanchala, (12) Flat No.B/4 on 1st Floor-Rekha Madhavan Nampoothiry, Purvi Patel & Rohit Sean Nampoothiry, (13) Flat No.B/5 on 1st Floor - Chandrika Suryanarayanan Bhat, (14) Flat No.B/6 on 1st Floor -Binoy Joseph & Shiny Binoy, (15) Flat No.B/7 on 2nd Floor -N.C.S. Menon, (16) Flat No.B/8 on 2nd Floor- Pooja Vikas Desai, (17) Flat No.B/9 on 2nd Floor- Raj Nagarjun Kuchadiya & Nagarjun Arjan Kuchadiya and (18) Flat No.B/10 on 3rd Floor- N. Shashidharan Nair.



As per your instructions along with file and subsequent discussions, I have caused necessary searches to be taken with the Revenue, Sub-Registry records for a period of Last about **30 years** for above mentioned property through my search clerk and from that, and from the information given to me and believing the same to be true, correct and trustworthy, also believing the documents furnished in the file, to be true and genuine, and also based upon the revenue record along with information given by you and rely-upon that I hereby give my Title Report as follows:-

Tracing of Title:-

- 1) As a part of investigation of title I have scrutinized the revenue record as well as documents which furnished in the file before me and through it is found that, N.A. Land of Sub Plot No.47 admeasuring 1258 sq. yards i.e. 1052 sq. mtrs., made out from Survey Nos.119+122+123+124+126+128/paiki which has allotted Final Plot No.128 (old Final Plot No.115) admeasuring 894 sq. mtrs.,) of Town Planning Scheme No.1 was belonged to Gauravi Owners Association (An Association duly incorporated und the Bombay Non-Trading Corporation Act, 1959 bearing Reg. No. G/1431 dated 27/03/1987) by Sale Deed which was duly registered before the office of the Sub Registrar at Ahmedabad under Sr. No.14485 dated 14/08/1987. And thereafter, said Sale Deed was released from the said Sub Registrar Officer under its New Sr. No.12826 dated 14/07/1988 – refer Mutation entry No.3832 dated 25/07/1988 and said entry was duly certified by the concern revenue authority on 25/08/1988. Also, Later on said effect was entered into the City Survey Record under Entry No.43 dated 13/05/2005.
- 2) That, in respect of the said land a permission u/s.26 (2) (1) (1) had given by Competent Officer and Additional Collector, ULC, Ahmedabad on 13/08/1987 bearing Ref. No. ULC/Sec.26 (2) (1) (1) 5783 along with conditions stated threin. However, said ULC Act, 1976 have been repealed in the year 1999.
- 3) Thereafter, aforesaid Land of Final Plot No.128 had sub divided in the two Sub Plots accordance with the plan & permission which sanctioned by Ahmedabad Urban Development Authority on 19/08/1987 bearing Ref. No. PRM/5951/14274 along with conditions stated thererein and on that basis Sub Plot No.1 & Sub Plot No.2 were came into existence.
- 4) Thereafter, in respect of the land of Sub Plot No.1 & Sub Plot No.2 made out of Final Plot No.128, Development Permission & plans were sanctioned by Ahmedabad Urban Development Authority vide its permission under Letter bearing Ref. No. PRM/6075/14973 (for Sub Plot No.1, for 8 Residential units) and Ref. No. PRM/6076/Vastrapur/14971 (for Sub Plot No.2, for 10 Residential units) both dated 19/10/1987 alongwith conditions stated therein.



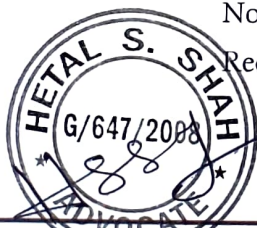
- 5) Thereafter, Gauravi Owners Association has commenced construction of 18 Residential Units on the said land of Sub Plot No.1 & Sub Plot No.2 made out of Final Plot No.128 for its prospective allottee member/s and which constructed scheme known as “GAURAVI APARTMENT”.
- 6) That, Land Records of Sub Plot No.47 admeasuring 1258 sq. yards i.e. 1052 sq. mtrs., made out from Survey Nos.119+122+123+124+126+128/paiki which has allotted Final Plot No.128 (old Final Plot No.115) admeasuring 894 sq. mtrs.,) of Town Planning Scheme No.1 had transferred to City Survey Limit and pursuant to thereof, City Survey No.688 was came into force.
- 7) **Flat No.A/1 on Ground Floor:-** That Gauravi Owners Association has allotted Flat No.A/1 on Ground Floor having its area admeasuring 96 sq. yards to Lucy M. Mathew vide its Allotment Letter dated 04/09/1987 and thereafter, said Association has issued its Share Certificate No.07 in favour of her on 04/04/1987.
- 8) Thereafter, in respect of the said Flat, Lucy M. Mathew had executed an Agreement for Sale in favour of Sadhnaben Mahendrabhai Kothari and which Agreement for Sale was duly registered before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 4709 dated 27/11/2003.
- 9) Thereafter, Lucy M. Mathew had sold and conveyed Flat No.A/1 on Ground Floor admeasuring 96 sq. yards in favor of Sadhnaben Mahendrakumar Kothari by Sale Deed which was duly registered before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 595 dated 31/01/2004 and thereafter, said property was transferred by the said Association in name of Sadhnaben Mahendrakumar Khothari on 03/01/2011 and effect thereof was entered into reverse side of Share Certificate. Also said effect entered into City Survey Record under Mutation entry No. 3230 dated 28/04/2022.
- 10) Thereafter, aforesaid Sadhnaben Mahendrakumar Khothari had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 04/09/1987. And Sadhnaben Mahendrakumar Khothari has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 5542 dated 06/05/2022.
- 11) **Flat No.A/2 on Ground Floor:-** That Gauravi Owners Association has allotted Flat No.A/2 on Ground Floor having its area admeasuring 96 sq. yards to Virendra S. Chalamati & Sudha Virendra Chalamati vide its Allotment Letter dated 28/01/1988. And also, said Association has issued its Share Certificate No. 16 in favour of them on same date. Also their names were recorded into the City Survey Record under Entry No.2414 on 22/08/2019.

Thereafter, against the said property they had obtained loan from Housing Development Finance Corporation Limited (HDFC) and created charge on the said property. Subsequently

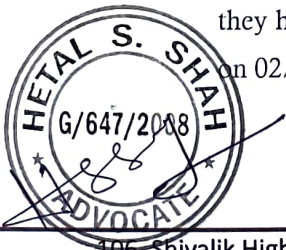


they have repaid the said loan and obtained No dues Certificate from Housing Development Finance Corporation Limited (HDFC) on 23/02/2022.

- 13) Thereafter, aforesaid Virendra S. Chalamati & Sudha Virendra Chalamati had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 28/01/1988. And Virendra S. Chalamati & Sudha Virendra Chalamati has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 7912 dated 20/10/2022.
- 14) **Flat No.A/3 on 1st Floor**:- That Gauravi Owners Association has allotted Flat No.A/3 on 1st Floor having its area admeasuring 96 sq. yards to N. Vishnu Namboodiri vide its Allotment Letter dated 15/12/1987 and thereafter, said Association has issued its Share Certificate No.011 in favour of him on 15/12/1987 also his name was recorded into the City Survey Record under Entry No.5 on 22/08/2005.
- 15) Thereafter, N. Vishnu Namboodiri had sold and conveyed Flat No.A/3 on 1st Floor having its area admeasuring 96 sq. yards to (1) Joby Thomas and (2) Reena Joby Thomas by Sale Deed which was duly registered before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 1593 dated 15/03/2017 and thereafter, said property was transferred by the said Association in names of (1) Joby Thomas and (2) Reena Joby Thomas on 15/03/2017 and effect thereof was entered into reverse side of Share Certificate as well as said transaction of the property was recorded into the City Survey Record under Entry No.2416 dated 22/08/2019.
- 16) Thereafter, against the said property (1) Joby Thomas and (2) Reena Joby Thomas had obtained loan from AXIS Bank Ltd., and created charge on the said property by Mortgage Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.1593 dated 15/03/2017 and accordingly lien of AXIS Bank Ltd., was recorded into reverse side of Share Certificate.
- 17) Thereafter, aforesaid (1) Joby Thomas and (2) Reena Joby Thomas had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 15/12/1987. And (1) Joby Thomas and (2) Reena Joby Thomas has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 7903 dated 20/10/2022.
- 18) **Flat No.A/4 on 1st Floor**:- That Gauravi Owners Association has allotted Flat No.A/4 on 1st Floor having its area admeasuring 96 sq. yards to Premalatha Ayyappan vide its Allotment Letter dated 15/12/1987 and thereafter, said Association has issued its Share Certificate No.015 in favour of her on 15/12/1987 also her name was recorded into the City Survey Record under Entry No.3 on 22/08/2005.



- 19) Thereafter, aforesaid Premalatha Ayyappan had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 15/12/1987. And Premalatha Ayyappan has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 7906 dated 17/06/2022 & 20/10/2022.
- 20) **Flat No.A/5 on 2nd Floor:-** That Gauravi Owners Association has allotted Flat No.A/5 on 2nd Floor having its area admeasuring 96 sq. yards to Mr. K. N. Santhamohan vide its Allotment Letter dated 24/03/1988 and thereafter, said Association has issued its Share Certificate No.16 on 14/03/1988.
- 21) That, meanwhile Gauravi Owners Association had sold and conveyed said scheme paiki, Flat No.A/5 on 2nd Floor having its area admeasuring 96 sq. yards along with undivided share in the land in favour of Mr. K.N. Santhamohan by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad under Sr. No.16843 dated 31/08/1989. Also later on said effect was recorded into the City Survey Record under Entry No.49 on 17/05/2005.
- 22) Thereafter, against the said property Mr. K.N. Santhamohan had obtained loan from the Department of Space Government of India (Physical Research Laboratory) and created charge on the said property. Subsequently he has repaid the said loan and obtained No dues Certificate from Department of Space Government of India (Physical Research Laboratory) on 27/12/2004.
- 23) Thereafter, in respect of the said property of Flat No.A/5 on 2nd Floor, Mr. K.N. Santhamohan had executed and Agreement for Sale in favour of Mr. M.K. Appu & Miss. Relna Appu and which Agreement for Sale was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.7637 dated 30/12/2004.
- 24) Thereafter, Mr. K.N. Santhamohan had sold and conveyed Flat No. A/5 on 2nd Floor to Mr. M.K. Appu & Miss. Relna Appu by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.7683 dated 31/12/2004 and effect thereof was entered into reverse side of Share Certificate on 05/03/2005 as well as said transaction of the property was recorded into the City Survey Record under Entry No.50 dated 17/05/2005.
- 25) Thereafter, against the said property Mr. M.K. Appu & Miss. Relna Appu have obtained loan from State Bank of India and created charge on the said property and accordingly lien of the Bank was recorded into reverse side of Share Certificate on 12/09/2005. Subsequently they have repaid the said loan and obtained No dues Certificate from the State Bank of India on 02/04/2011.



- 26) **Flat No.A/6 on 2nd Floor:-** That Gauravi Owners Association has allotted Flat No.A/6 on 2nd Floor having its area admeasuring 96 sq. yards to Mr. C. K. Jayasankaran vide its Allotment Letter dated 15/12/1987 and thereafter, said Association has issued its Share Certificate No.012 in favour of him on 15/12/1987 also, his name later on was recorded into the City Survey Record under Entry No.424 on 18/03/2010.
- 27) Subsequently, Mr. C. K. Jayasankaran had sold and conveyed the property of Flat No. A/6 on 2nd Floor to Nair Sunilkumar A.M by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.6620 dated 11/05/2010 and thereafter, said Association had transferred the said property in name of Nair Sunilkumar A.M. and effect thereof was entered into Share Certificate on 12/05/2010. Also, effect of said transaction was entered into City Survey Record under Entry No.2415 dated 22/08/2019.
- 28) Thereafter, against the said property Nair Sunilkumar A.M.had obtained loan from Canara Bank and created charge on the said property by Mortgage Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.6722 dated 13/05/2010. Subsequently he has repaid the said loan and obtained No dues Certificate from Canara Bank on 11/08/2020 and thereafter, Canara Bank has executed a Release Deed in respect of the said property in favour of Nair Sunilkumar A.M. and which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.5256 dated 10/09/2020.
- 29) Thereafter, aforesaid Nair Sunilkumar A.M. had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 15/12/1987. And Nair Sunilkumar A.M. has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 7901 dated 17/06/2022 & 20/10/2022.
- 30) **Flat No.A/7 on 3rd Floor:-** That Gauravi Owners Association has allotted Flat No.A/7 on 3rd Floor having its area admeasuring 76 sq. yards along with Terrace Rights to Mr. Sivadasan P. K vide its Allotment Letter dated 08/02/1989 and thereafter, said Association has issued its Share Certificate No.022 in favour of him on 08/02/1989. Also, his name later on was recorded into the City Survey Record under Entry No.2411 on 22/08/2019.
- 31) That, meanwhile Gauravi Owners Association had sold and conveyed said scheme paiki Flat No.A/7 on 3rd Floor having its area admeasuring 76 sq. yards along with terrace rights and undivided share in the land in favour of Mr. Sivadasan P. K by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad under Sr. No.16848 dated 31/08/1989.
- 32) **Flat No.A/8 on 3rd Floor:-** That Gauravi Owners Association has allotted Flat No.A/8 on 3rd Floor having its area admeasuring 76 sq. yards along with Terrace Rightd to Mr. Anjan

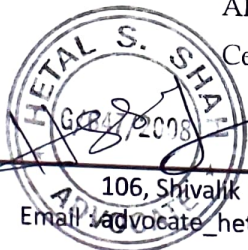
Mondal vide its Allotment Letter dated 09/06/1990 and thereafter, said Association has issued its Share Certificate No.024 in favour of him on 09/06/1990 also, his name later on was recorded into the City Survey Record under Entry No.2754 on 05/09/2020.

- 33) Thereafter, said Mr. Anjan Mondal had sold and conveyed Flat No.A/8 on 3rd Floor having its area admeasuring 76 sq. yards along with Terrace Rights to Mr. Kamlesh Kanaiyalal Nagar by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.2785 dated 13/03/2007 and thereafter said property was transferred by the said Association in name of Kamlesh K. Nagar and effect thereof was entered into reverse side of Share Certificate on 15/03/2007. As well as later on effect of said transaction was entered into City Survey Record under Entry No.2755 dated 05/09/2020.
- 34) Thereafter, in respect of Sale Deed No.2785/2007, a Rectification Deed (for the rectification of Payment Schedule) which was executed between Mr. Anjan Mondal and Mr. Kamlesh Kanaiyalal Nagar which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.4289 dated 17/04/2007.
- 35) It is found from the above referred Sale Deed No. 2785/2007 along with Rectification Deed No.4289/2007 that, by mistakenly Block-C erroneously mentioned in the both documents and therefore necessary Rectification Deed was duly registered before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 14064 dated 25/11/2022.
- 36) Thereafter, aforesaid Mr. Kamlesh Kanaiyalal Nagar had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 09/06/1990. And Mr. Kamlesh Kanaiyalal Nagar has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 4726 dated 12/04/2022 & 24/06/2022.
- 37) **Flat No.B/1 on Ground Floor:-** That Gauravi Owners Association has allotted Flat No.B/1 on Ground Floor having its area admeasuring 111 sq. yards to Lisy Jose vide its Allotment Letter dated 15/12/1987 and thereafter, said Association has issued its Share Certificate No.09 in favour of her on 15/12/1987 also thereafter, Possession of the Flat was handed over by the Association to Lisy Jose vide its Possession Letter dated 02/05/1989. Also, her name later on was recorded into the City Survey Record under Entry No.2413 on 22/08/2019.
- 38) Thereafter, against the said property Lisy Jose w/o Mr. T. K. Jose had obtained loan from the Hon'ble Government and created charge on the said property by Mortgage Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.18064 dated 03/08/1992. Subsequently, she has repaid the said loan and thereafter, Hon'ble Government through President of India had executed a Re-Conveyance Deed in respect of the said property in favour of Lisy Jose w/o Mr. T. K. Jose and which was duly



registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.3788 dated 30/09/2003.

- 39) Thereafter, aforesaid Lisy Jose had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 15/12/1987. And Lisy Jose has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 7908 dated 17/06/2022 & 20/10/2022.
- 40) **Flat No.B/2 on Ground Floor:-** That Gauravi Owners Association has allotted Flat No.B/2 on Ground Floor having its area admeasuring 74 sq. yards to Mr. Devji S. Patel vide its Allotment Letter dated 24/03/1988 and thereafter, said Association has issued its Share Certificate No.014 in favour of him on 15/12/1987 also thereafter, Possession of the Flat was handed over by the Association to him vide its Possession Letter dated 27/06/1989. Also, his name later on was recorded into the City Survey Record under Entry No.2756 on 05/09/2020.
- 41) That, meanwhile Gauravi Owners Association had sold and conveyed said scheme paiki Flat No.B/2 on Ground Floor having its area admeasuring 74 sq. yards together with undivided share in the land in favour of Mr. Devji S. Patel by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad under Sr. No.16844 dated 31/08/1989.
- 42) Thereafter, said Mr. Devji S. Patel had sold and conveyed Flat No.B/2 on Ground Floor to Satishkumar Devilal Kalal by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.5441 dated 07/07/2009 and thereafter said Association, had transferred the said property in name of Satishkumar Devilal Kalal and effect thereof was entered into reverse side of Share Certificate on 01/03/2012.
- 43) That, against the said property Mr. Devji S. Patel had obtained loan from the Department of Space Government of India (Physical Research Laboratory) and created charge on the said property. Subsequently he has repaid the said loan and obtained No dues Certificate from Department of Space Government of India (Physical Research Laboratory) on 19/11/2019.
- 44) Thereafter, in respect of above referred Sale Deed No.5441/2009 a Deed of Rectification (for the rectification of correct admeasuring of Flat No.B/2) had executed by & between Mr. Devji S. Patel and Satishkumar Devilal Kalal and which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.2207 dated 04/03/2020 and Later on name of Satishkumar Devilal Kalal recorded into City Survey Record under Entry No.2905 dated 08/03/2021.
- 45) **Flat No.B/3 on Ground Floor:-** That Gauravi Owners Association has allotted Flat No.B/3 on Ground Floor having its area admeasuring 92 sq. yards to Mr. M.G. Dhamecha vide its Allotment Letter dated 03/04/1988 and thereafter, said Association has issued its Share Certificate No.018 in favour of him on 03/04/1988.



- 46) That, meanwhile Gauravi Owners Association had sold and conveyed Flat No.B/3 on Ground Floor having its area admeasuring 92 sq. yards together with undivided share in land to Mr. M.G. Dhamecha by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad under Sr. No.16849 dated 31/08/1989. Also, his name later on was recorded into the City Survey Record under Entry No.15 on 09/11/2005.
- 47) Thereafter, Mr. M.G. Dhamecha died intestate on 18/11/2020 and therefore, property of Flat No. B/3 on Ground Floor by way of succession right came to belonged to his legal heirs viz. (1) Ranjanben wd/o Mansukhlal Dhamecha, (2) Chandreshkumar Mansukhlal Dhamecha and (3) Kirtidaben d/o Mansukhlal Dhamecha w/o Atulkumar Sanchla and accordingly said Association has transferred the said property in favour of them and effect thereof was entered into reverse side of Share Certificate. Also, thereafter their names were entered into the City Survey Record under Entry No. 3333 on 11/07/2022.
- 48) Thereafter, aforesaid (1) Ranjanben wd/o Mansukhlal Dhamecha, (2) Chandreshkumar Mansukhlal Dhamecha and (3) Kirtidaben d/o Mansukhlal Dhamecha w/o Atulkumar Sanchla had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 03/04/1988. And (1) Ranjanben wd/o Mansukhlal Dhamecha, (2) Chandreshkumar Mansukhlal Dhamecha and (3) Kirtidaben d/o Mansukhlal Dhamecha w/o Atulkumar Sanchla has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 3379 dated 17/03/2022.
- 49) **Flat No.B/4 on 1st Floor:-** That Gauravi Owners Association has allotted Flat No.B/4 on 1st Floor having its area admeasuring 111 sq. yards to C.K. Lekshmiddevi vide its Allotment Letter dated 15/12/1987 and thereafter, said Association has issued its Share Certificate No.010 in favour of her on 15/12/1987.
- 50) Thereafter, said C.K. Lekshmiddevi died intestate on 28/01/1997 also her husband Madhavan Narayan Nampoothiri died on 30/04/2017 hence aforesaid property of Flat No.B/4 by way of succession right came to belonged to her legal heir viz. (1) Manoj Madhavan Nampoothiry & (2) Rekha d/o Madhavan Nampoothiri.
- 51) Thereafter, said Manoj Madhavan Nampoothiry died intestate on 07/05/2019 hence, his share in the said property by way of succession right devolved upon his legal heir viz. Purvi wd/o Manoj Madhavan Nampoothiry as a self and as a guardian of minor Rohit Sean Nampoothiry and effect thereof was entered into the City Survey Record under Entry No.3000 dated 23/07/2021.
- 52) **Flat No.B/5 on 1st Floor:-** That Gauravi Owners Association has allotted Flat No.B/5 on 1st Floor having its area admeasuring 78 sq. yards to K.V. Suryanarayanan vide its Allotment Letter dated 15/12/1987 and thereafter, said Association has issued its Share Certificate



- No.013 in favour of her on 15/12/1987. Also his name was recorded into the City Survey Record under Entry No.4 on 22/08/2005.
- 53) Thereafter, said K.V. Suryanarayanan died intestate on 12/05/2022 hence, his share in the said property by way of succession right devolved upon his legal heir viz. (1) Chandrika Wd/o. Suryanarayanan Bhat, (2) Sujit Embrandiri s/o. Suryanarayanan Bhat & (3) Suchita d/o. Suryanarayanan Bhat, and effect thereof was entered into the City Survey Record under Entry No.3385 dated 05/09/2022.
- 54) Further, aforesaid Sujit Embrandiri s/o. Suryanarayanan Bhat & Suchita d/o. Suryanarayanan Bhat had willingly relinquished their rights, title and interest in favour of Chandrika Wd/o. Suryanarayanan Bhat vide Release Deed which indenture was duly registered before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. no. 6436 dated 18/05/2022 & 08/06/2022, and effect thereof was entered into the City Survey Record under Entry No.3386 dated 05/09/2022.
- 55) **Flat No.B/6 on 1st Floor:-** That Gauravi Owners Association has allotted Flat No.B/6 on 1st Floor having its area admeasuring 92 sq. yards to K.M. Sebastian vide its Allotment Letter dated 15/12/1987 and thereafter, said Association has issued its Share Certificate No.08 in favour of him on 07/12/1987. Also his name was recorded into the City Survey Record under Entry No.2410 on 22/08/2019.
- 56) Thereafter, said K.M. Sebastian had sold and conveyed the property of Flat No. B/6 on 1st Floor admeasuring 92 sq. yards to (1) Binoy Joseph & (2) Shiny Binoy by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.12588 dated 18/12/2007 and accordingly, thereafter said Association has transferred the said property in favour of them and effect thereof was entered into reverse side of Share Certificate on 04/03/2017. Also their names were recorded into the City Survey Record under Entry No.2417 on 22/08/2019.
- 57) Thereafter, against the said property (1) Binoy Joseph & (2) Shiny Binoy have obtained loan from State Bank of India, Drive in Road Branch, Ahmedabad and created charge on the said property. Subsequently they have repaid the said loan and obtained No dues Certificate from State Bank of India on 02/08/2013.
- 58) Thereafter, aforesaid (1) Binoy Joseph & (2) Shiny Binoy had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 15/12/1987. And (1) Binoy Joseph & (2) Shiny Binoy has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 7910 dated 17/06/2022 & 20/10/2022.
- 59) **Flat No.B/7 on 2nd Floor:-** That Gauravi Owners Association has allotted Flat No.B/7 on 2nd Floor having its area admeasuring 111 sq. yards to Mr. N.C.S. Menon vide its Allotment



Letter dated 15/12/1987 and thereafter, said Association has issued its Share Certificate No.19 in favour of him on 04/04/1988 also thereafter, Possession of the Flat was handed over by the Association to Mr. N.C.S. Menon vide its Possession Letter dated 25/07/1989 Also, Later on his name was recorded into the City Survey Record under Entry No.2412 on 22/08/2019.

- 60) Thereafter, against the said property Mr. N.C.S. Menon had obtained loan from the Hon'ble Government and created charge on the said property by Mortgage Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.21532 dated 24/09/1995. Subsequently, he has repaid the said loan and thereafter, Hon'ble Government through President of India had executed a Re-Conveyance Deed in respect of the said property in favour of Mr. N.C.S. Menon and which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.1260 dated 01/02/2007.
- 61) Thereafter, aforesaid Mr. N.C.S. Menon had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 15/12/1987. And Mr. N.C.S. Menon has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 8436 dated 28/06/2022 & 20/10/2022.
- 62) **Flat No.B/8 on 2nd Floor:-** That Gauravi Owners Association has allotted Flat No.B/8 on 2nd Floor having its area admeasuring 78 sq. yards to Devendrakumar Meghajibhai Suthar vide its Allotment Letter dated 07/02/1989 and thereafter, said Association has issued its Share Certificate No.021 in favour of him on 07/02/1989. Also thereafter, Possession of the Flat was handed over by the Association to Devendrakumar Meghajibhai Suthar vide its Possession Letter dated 06/06/1989.
- 63) That, meanwhile Gauravi Owners Association had sold and conveyed Flat No.B/8 on 2nd Floor together with undivided share in the land in favour of Devendrakumar Meghajibhai Suthar by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad under Sr. No.16845 dated 31/08/1989. Also, his name later on was recorded into the City Survey Record under Entry No. 3260 on 23/05/2022.
- 64) Thereafter, said Devendrakumar Meghajibhai Suthar alias Panchasara died intestate on 20/11/1993 hence property of Flat No.B/8 on 2nd Floor by way of Succession right devolved upon his legal heir viz. (1) Kusumben wd/o Devendrakumar Suthar, (2) Jigna Devendrabhai Panchasara, (3) Keyur Devendrabhai Panchasara and (4) Shreya Devendrabhai Panchasara.
- 65) Subsequently, said Kusumben wd/o Devendrakumar Suthar died on 26/03/2020 hence her undivided respective share in the said property by way of Succession right came to the share of her legal heir viz. (1) Jigna d/o Devendrabhai Panchasara w/o Vipul Boraniya, (2) Keyur



Devendrabhai Panchasara and (3) Shreya d/o Devendrabhai Panchasara w/o Manishbhai Gajjar.

- 66) That, against the said property Mr. Devendrakumar Meghajibhai Suthar had obtained loan from the Department of Space Government of India (Physical Research Laboratory) and created charge on the said property. Subsequently, upon his demise said loan has repaid by his legal heirs and obtained No dues Certificate from Department of Space Government of India (Physical Research Laboratory) on 08/10/2021.
- 67) Thereafter, (1) Jigna d/o Devendrabhai Panchasara w/o Vipul Boraniya, (2) Keyur Devendrabhai Panchasara and (3) Shreya d/o Devendrabhai Panchasara w/o Manishbhai Gajjar had sold and conveyed Flat No.B/8 on 2nd Floor together with undivided share in the land in favour of Pooja Vikas Desai by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad under Sr. No.5601 dated 02/05/2022. Also, her name later on was recorded into the City Survey Record under Entry No. 3273 on 26/05/2022.
- 68) **Flat No.B/9 on 2nd Floor**:- That Gauravi Owners Association has allotted Flat No.B/9 on 2nd Floor having its area admeasuring 92 sq. yards to Miss. Sophia Xavier vide its Allotment Letter dated 22/12/1988 and thereafter, said Association has issued its Share Certificate No.020 in favour of her on 22/12/1988 and thereafter, said Association has handed over the possession of the said Flat under its possession Letter dated 01/09/1989. Later on her name was recorded into the City Survey Record under Entry No.2789 on 15/10/2020.
- 69) Thereafter, said Miss. Sophia Xavier through her Power of Attorney Holder Mr. Padamadan Rocky Xavier had sold and conveyed the property of Flat No. B/9 on 2nd Floor admeasuring 92 sq. yards to (1) Mrs. Viju Utthamrajan Nair & (2) Mr. Utthamrajan Kumaran Nair by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.12401 dated 11/12/2006 and accordingly, thereafter said Association has transferred the said property in favour of them and effect thereof was entered into reverse side of Share Certificate on 30/11/2006. Later on their names were recorded into the City Survey Record under Entry No.2790 on 15/10/2020.
- 70) Thereafter, against the said property (1) Mrs. Viju Utthamrajan Nair & (2) Mr. Utthamrajan Kumaran Nair have obtained loan from Axis Bank Ltd., and created charge on the said property. Subsequently they have repaid the said loan and obtained No dues Certificate from the Axis Bank Ltd., on 09/06/2016.
- 71) Thereafter, said (1) Mrs. Viju Utthamrajan Nair & (2) Mr. Utthamrajan Kumaran Nair had sold and conveyed the property of Flat No. B/9 on 2nd Floor admeasuring 92 sq. yards to (1) Kuchhadia Rajbhai Nagarjunbhai (62% Part) & (2) Kuchhadia Nagarjunbhai Arjanbhai (38% Part) by Sale Deed which was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.5064 dated 02/07/2016 and accordingly, thereafter

- said Association has transferred the said property in favour of them and effect thereof was entered into reverse side of Share Certificate on 07/10/2017. Later on their names were recorded into the City Survey Record under Entry No.2791 on 15/10/2020.
- 72) Thereafter, aforesaid (1) Kuchhadia Rajbhai Nagarjunbhai (62% Part) & (2) Kuchhadia Nagarjunbhai Arjanbhai (38% Part) had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 22/12/1988. And (1) Kuchhadia Rajbhai Nagarjunbhai (62% Part) & (2) Kuchhadia Nagarjunbhai Arjanbhai (38% Part) has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 8438 dated 28/06/2022 & 20/10/2022.
- 73) **Flat No.B/10 on 3rd Floor:-** That Gauravi Owners Association has allotted Flat No.B/10 on 3rd Floor having its area admeasuring 90 sq. yards along with Terrace Rights to Mr. N. Sashidharan Nair vide its Allotment Letter dated 09/11/1989 and thereafter, said Association has issued its Share Certificate No.23 in favour of him on 09/11/1989 and thereafter, said Association has handed over the possession of the said Flat under its possession Letter dated 25/01/1990. Later on her name was recorded into the City Survey Record under Entry No.7 on 06/09/2005.
- 74) Thereafter, aforesaid Mr. N. Sashidharan Nair had paid appropriate Stamp Duty before the Stamp Duty Valuation Department Part-1 on the Allotment Letter dated 09/11/1989. And Mr. N. Sashidharan Nair has executed Declaration for the same before the office of the Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No. 8437 dated 28/06/2022 & 20/10/2022.
- 75) **GENERAL:-** Thus, (1) Flat No.A/1 on Ground Floor-Sadhnaben Mahendrabhai Kothari (2) Flat No.A/2 on Ground Floor-Virendra S. Chalamati & Sudhaben V. Chalamati (3) Flat No.A/3 on 1st Floor- Joby Thomas & Reena Joby Thomas (4) Flat No.A/4 on 1st Floor Premalatha Ayyapan, (5) Flat No.A/5 on 2nd Floor-M.K. Appu & Relena Appu, (6) Flat No.A/6 on 2nd Floor- Nair Sunilkumar A.M., (7) Flat No.A/7 on 3rd Floor- P.K. Sivadasan, (8) Flat No.A/8 on 3rd Floor-Kamlesh Kaniyalal Nagar, (9) Flat No.B/1 on Ground Floor- Lisy Jose, (10) Flat No.B/2 on Ground Floor-Satishkumar Devilal Kalal, (11) Flat No.B/3 on Ground Floor – Legal heir of Late. Mansukhlal G. Dhamecha i.e. (a) Ranjanben Mansukhlal Dhamecha, (b) Chandreshkumar Mansukhlal Dhamecha & (c) Kirtidaben Atulkumar Sanchala, (12) Flat No.B/4 on 1st Floor -Rekha Madhavan Nampoothiry, Purvi Patel & Rohit Sean Nampoothiry, (13) Flat No.B/5 on 1st Floor - Chandrika Suryanarayana Bhat, (14) Flat No.B/6 on 1st Floor -Binoy Joseph & Shiny Binoy, (15) Flat No.B/7 on 2nd Floor -N.C.S. Menon, (16) Flat No.B/8 on 2nd Floor- Pooja Vikas Desai, (17) Flat No.B/9 on 2nd Floor- Raj Nagarjun Kuchadiya & Nagarjun Arjan Kuchadiya and (18) Flat No.B/10

on 3rd Floor- N. Shashidharan Nair are belonging to present existing members of the Gauravi Apartment of Gauravi Owners Association.

- 76) That, constructions of the Gauravi Owners Association has become very old and dilapidated conditions at present and therefore, Gauravi Owners Association and its present members have mutually decided to re-develop the scheme as per the amendment/changes of G.D.C.R.
- 77) Thereafter, Memorandum of Understanding for demolishing old Construction was executed by & between the Gauravi Owners Association and its existing all members i.e. Gauravi Owners Association and M/s. Keshav Narayan Builtinfra a partnership Firm and which Memorandum of Understanding for Re-Development were duly signed and notarized before notary public on 24/05/2022, 04/07/2022 and 19/01/2023.
- 78) Thereafter, Gauravi Owners Association along with its present existing members of the Association viz. (1) Flat No.A/1 - Sadhnaben Mahendrabhai Kothari (2) Flat No.A/2 - Virendra S. Chalamati & Sudhaben V. Chalamati (3) Flat No.A/3 - Joby Thomas & Reena Joby (4) Flat No.A/4 -Premalatha Ayyapan, (5) Flat No.A/5 - Appu & Relena Appu, (6) Flat No.A/6 - Nair Sunilkumar A.M., (7) Flat No.A/7 - P.K. Sivdasan, (8) Flat No.A/8 - Kamlesh Kaniyalal Nagar, (9) Flat No.B/1 - Lisy Jose, (10) Flat No.B/2 - Satishkumar Devlal Kalal, (11) Flat No.B/3 - Legal heir of Late. Mansukhlal G. Dhamecha i.e. (a) Ranjanben Mansukhlal Dhamecha, (b) Chandreshkumar Mansukhlal Dhamecha & (c) Kirtidaben Atulkumar Sanchala, (12) Flat No.B/4 - Rekha Madhavan Nampoothiry, Purvi Patel & Rohit Sean Nampoothiry, (13) Flat No.B/5 - Chandrika Suryanarayanan Bhat, (14) Flat No.B/6 - Binoy Joseph & Shiny Binoy, (15) Flat No.B/7 - N.C.S. Menon, (16) Flat No.B/8 - Pooja Vikas Desai, (17) Flat No.B/9 - Raj Nagarjun Kuchadiya & Nagarjun Arjan Kuchadiya and (18) Flat No.B/10 - N. Shashidharan Nair had entered into Development Agreement with M/s. Keshav Narayan Builtinfra and which Development Agreement was duly registered before the office of Sub Registrar at Ahmedabad-3 (Memnagar) under Sr. No.680 dated 19/01/2023.
- 79) That aforsaid Gauravi Owners Association obtained revise construction permission from Ahmedabad Municipal Coporation bearing Rajachitthi No. 07267/230822/A6397/R0/M1 dated 08/12/2022 along with condition stated therein for 28 flats
- 80) Further as a part of Investigation of titles I had published a Public Notice in local daily Newspaper **"Divya Bhaskar"** dated 24/03/2022 for inviting claims, Rights or any objection from public in general and/or any individual, Bank or NBFC against same. However, I have not received any claim, objection in response to same till today.

I have taken searches from the Sub Registrar Office at **Ahmedabad-3 (Memnagar)** dated **23/01/2023 & 24/01/2023** records, which is perused herewith and no registered charge/lien/mortgage is found in respect of aforesaid Constructed properties & land.



In view of what is stated hereinabove and TRACING OF TITLE, Xerox papers and documents furnished to me and information provided and believing same to be true and genuine, free from all reasonable doubts, I hereby certify that Title to the Immovable Properties of the scheme which is known as “GAURAVI APARTMENT” of Gauravi Owners Association (An Association duly incorporated und the Bombay Non-Trading Corporation Act, 1959 bearing Reg. No. G/1431 dated 27/03/1987) Constructed on N.A. Land of Sub Plot No.47 admeasuring 1258 sq. yards i.e., 1052 sq. mtrs., made out from Survey Nos.119+ 122+ 123+ 124+ 126+ 128/paiki which has allotted Final Plot No.128 admeasuring 894 sq. mtrs., of Town Planning Scheme No.1 having its City Survey No.688 admeasuring 894 sq. mtrs., situate, lying and being at Mouje Vastrapur, Taluka Vejalpur & District Ahmedabad and Registration District Sub-District at Ahmedabad-3 (Memnagar) and belongs to **Gauravi Owners Association** along with its present existing members viz. (1) Flat No.A/1 on Ground Floor-Sadhnaben Mahendrabhai Kothari (2) Flat No.A/2 on Ground Floor-Virendra S. Chalamati & Sudhaben V. Chalamati (3) Flat No.A/3 on 1st Floor- Joby Thomas & Reena Joby Thomas (4) Flat No.A/4 on 1st Floor Premalatha Ayyapan, (5) Flat No.A/5 on 2nd Floor-M.K. Appu & Relena Appu, (6) Flat No.A/6 on 2nd Floor- Nair Sunilkumar A.M., (7) Flat No.A/7 on 3rd Floor- P.K. Sivadasan, (8) Flat No.A/8 on 3rd Floor- Kamlesh Kaniyalal Nagar, (9) Flat No.B/1 on Ground Floor- Lisy Jose, (10) Flat No.B/2 on Ground Floor-Satishkumar Devilal Kalal, (11) Flat No.B/3 on Ground Floor – Legal heir of Late. Mansukhlal G. Dhamecha i.e. (a) Ranjanben Mansukhlal Dhamecha, (b) Chandreshkumar Mansukhlal Dhamecha & (c) Kirtidaben Atulkumar Sanchala, (12) Flat No.B/4 on 1st Floor - Rekha Madhavan Nampoothiry, Purvi Patel & Rohit Sean Nampoothiry, (13) Flat No.B/5 on 1st Floor - Chandrika Suryanarayanan Bhat, (14) Flat No.B/6 on 1st Floor -Binoy Joseph & Shiny Binoy, (15) Flat No.B/7 on 2nd Floor -N.C.S. Menon, (16) Flat No.B/8 on 2nd Floor- Pooja Vikas Desai, (17) Flat No.B/9 on 2nd Floor- Raj Nagarjun Kuchadiya & Nagarjun Arjan Kuchadiya and (18) Flat No.B/10 on 3rd Floor- N. Shashidharan Nair is clear, marketable and free from encumbrances subject to.....

1. That, I hereby remark that, as per my report which flat is mortgage with any bank or financial institute hence No dues Certificate/No Objection Certificate is required to be taken from the concen bank or financial institute.
2. For the Redevelopment if any permission for removing or demolishing the existing structure is required then obtain the same.
3. For the Redevelopment or re-construction necessary permission is required to be obtain from various government or semi government authority including AMC
4. Compliance of condition of construction permission dated 08/12/2022 which issued by Ahmedabad municipal Corporation

Hetal S. Shah (Advocate)

Enrollment No.G/647/2008

HSS

5. Compliance of the Rules & Regulation of the Association.
6. M/s. Keshav Narayan Builtinfra having Re-Development Rights in said property as per Development Agreement under Sr. No.680 dated 19/01/2023.
7. Compliance of the terms and conditions of GDCRA.
8. Any other prevailing Rules Regulation & Law Act in force
9. Usual Notarised Property Declaration.



Hetal S. Shah
(Advocate)



Disclaimers:-

1. This Title Report is given as per instruction given by you conducted a due diligence relating to the ownership right to the said property for the purpose of issuing my title Report. It is expressly clarified that this title Report is restricted only to the ownership right and does not address any other issue. This Report is only given to you and shall not be used by others without contacting me or without my prior written permission.
2. This Report is based upon the copies of the documents as provided to me by you. Wherever required I have received instructions and information in relation to preparation of this updated Title Report from you.
3. In connection with this Title Report it may be noted that:
 - a. The accuracy of the Title Report necessarily depends on the documents as furnished to me and the information provided to me during the course of my discussion, being true, complete and accurate. I therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to me.
 - b. For the purpose of updating the Title Report I have conducted searches at the Office of the concerned Sub Registrar. However, Searches at the Office of the Sub Registrar were subject to availability of the records and also to records being torn and mutilated. I therefore, disclaim any responsibility for the consequences which may arise on account of such non-availability of records on account of records being torn and mutilated.
 - c. The accuracy of the report is to be ascertained with regard to past 30 years for which I have carried out my search in the revenue records. Any reference prior to the period of 30 years only for reference to related the flow of title and I disclaim any responsibility in this regard.
 - d. This Title Report has been prepared in accordance with and is subject to the laws of India.
 - e. This Title Report is always subject to available search of Registration Record provided by Sub Registrar Office and also presumption of non-commission of fraud, misrepresentation, forgery or cheating in any manner with the undersigned and in case though not on record, but found in future that the titles of the said property in question are affected by any previous deeds/documents or Civil or Criminal Proceedings that are not disclosed before me or provided to me and also defective under any applicable law then this Title Report shall not overcome those documents, proceedings and defects and shall always be subject to the decision or outcome thereof, with that caution, conditions and understandings this Title report is issued by the undersigned.

