

To,
Bhojani Developers,
A Partnership Firm
Office At: D-906, Ganesh Meridian,
Opp. Gujarat High Court, Sola Road,
S. G. Highway, Ahmedabad

Re : Investigation of title for the purpose of Re-
Development of the Non Agriculture Land bearing
Final Plot No. 387 admeasuring 1826 Sq. Mtrs. of
T. P .Scheme No. 6 along with 21 Shops and 51
Residential Flats in "Block No. A and B" to be
constructed in the scheme known as "Dalal
Apartments" situated within "Dalal Apartments
Co-Operative Housing Society Limited", situated,
lying and being at Mouje : Paldi, Taluka :
Sabarmati, Registration District, Ahmedabad and
Sub District Ahmedabad-4 (Paldi) in the state of
Gujarat belong to Dalal Apartments Co-Operative
Housing Society Limited.

With reference to the above, I have investigated the title to the
Land/Property in question, more particularly described in the Schedule
hereunder written and submit my report on title cum title clearance
certificate thereon as under:

That from the search of records being maintained by the Mamlatdar at
Sabarmati and that of Circle Inspector/Talati, Mouje Paldi as also from the



search of the available records being maintained by the Sub-Registrar, Ahmedabad-1 (City) and Ahmedabad-4 (Paldi) through my Search Clerk for the last 30 years as also from available the Village Form No 7 and 12, and Village Form No. 6, for mutation entries duly certified by the Talati Mouje Paldi produced before me and believing same to be true, correct and trust worthy and also believing the documents/ papers/ copies etc. shown to me to be true and genuine and also based upon the information given by owners that no transfer/agreement was made in respect of the said property during the period for which the record is not available which would make the title defective, I submit my report of title-cum-title clearance certificate thereon as under :

As a part of the investigation of the title, I gave public notice appeared in the daily newspaper DIVYA BHASKAR, Gujarati Edition on 17th October, 2020 inviting claims, if any, in upon or to the said Property in question from any person whomsoever. Stating that the Original title deed i.e. Sale Deed Reg. under Serial Nos. 9952 dated 23-8-1979 executed in favour of Dalal Apartments Co-operative Housing Society Limited, (ii) Original Share Certificate 36 for Shop No. A-11 issued by said society and (iii) Original Share Certificate 41 for Flat No. B-4 issued by said Society were lost and I have not received any objection/claim in response thereto till today.

Further, I have taken Search at the Office of Sub-Registrar, Ahmedabad, however I have found that, some part of the Index-II records are turned and the entries are also not up-to-date maintained and the computerized record of sub registrar is not well prepared / maintained / recorded by the agency which is appointed by the State Government and hence may be erroneous, resulting into our / my error. So I rely on documents submitted to me and also the land revenue records i.e. Village

Form No.7 & 12 and mutation entries i.e. Village Form No.6 recorded periodically under The Provision of the Bombay Land Revenue Code, 1879. These entries covering transfer, inheritance, tenancy rights and other diverse interest created on the property.

In view of what is stated hereinabove, I hereby certify that that title of the said land belong to the Dalal Apartments Co-Operative Housing Society Limited and the same is clear and marketable and free from reasonable doubts subject to :

1. Development Rights of Bhojani Developers, a Partnership Firm by of Development Agreement.
2. Get the project "Dalal Apartments" registered with Real Estate Regulatory Authority.
3. Fulfillment of The Provision of: Town Planning and Urban Development Act, The Bombay Stamp Act, The Registration Act, The Partnership Act, The Co-operative Societies Act, RERA ACT or any other act, Rule / notification, gazette, order(s) etc. in force from time to time as well as fulfillment of the terms and conditions laid down in any order, case issued for the said land including Plan and Construction Permission and GDCRA.
4. Detailed Title Report issued herewith is required to be pursued.
5. Usual declaration is required to be taken for this opinion as well as for future transfer of the said property in any manner from society and its members.

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of Non Agriculture Land bearing Final Plot No. 387 admeasuring 1826 Sq. Mtrs. of T. P. Scheme No. 6 along with 21 Shops



and 51 Residential Flats in "Block No. A and B" to be constructed in the scheme known as "Dalal Apartments" situated within "Dalal Apartments Co-Operative Housing Society Limited", situated, lying and being at Mouje : Paldi, Taluka : Sabarmati, Registration District, Ahmedabad and Sub District Ahmedabad-4 (Paldi) in the state of Gujarat and same is bounded as under...

East : Padmavati Apartment
West : Bhagvati Apartment after Road
North : Dev Status after Road
South : Bhagat Vyasvadi Hostel

Date : 10-12-2021

Place : Ahmedabad



A handwritten signature in cursive script, appearing to read "Amit".

AMIT V. PATEL

Advocate

(Enrol. G/2570/2010)

Note of caution and disclaimer:-

- (1) I am not able to trace out if any private party charge or any notary document executed in third party favor if any.
- (2) I hereby inform you and you please note that sub-registrar (registration) record for immediate last 2-3 months is not available as well as record of many years is illegible/not available/ torn out/destroyed hence it cannot be inspected or traced or verified and the computerized record is not prepared / maintained by the agency appointed by state govt. hence may be erroneous resulting into error and the govt. itself does not accept any responsibility.
- (3) Please ascertain that the Govt. authorities have not put any restrictions in making construction on said Land because of any historical monument/religious place/water body, etc. situated nearby, or road laying and widening, or proposed public transportation system in surrounding areas. Also verify that there is no acquisition/reservation in said Land and there are no pending litigations or injunction/status quo granted therein in respect of said Land.
- (4) I am informed that the present no litigation/suits are field/pending before any judicial/Quasi-judicial authorities.

To,
Bhojani Developers,
A Partnership Firm
Office At: D-906, Ganesh Meridian,
Opp. Gujarat High Court, Sola Road,
S. G. Highway, Ahmedabad.

Re : Opinion in the matter of title for the purpose
of Re-Development of the Non Agriculture
Land bearing Final Plot No. 387
admeasuring 1826 Sq. Mtrs. of T. P .Scheme
No. 6 along with 21 Shops and 51 Residential
Flats in "Block No. A and B" to be
constructed in the scheme known as "Dalal
Apartments" situated within "Dalal
Apartments Co-Operative Housing Society
Limited", situated, lying and being at Mouje :
Paldi, Taluka : Sabarmati, Registration
District, Ahmedabad and Sub District
Ahmedabad-4 (Paldi) in the state of Gujarat
belonging to Dalal Apartments Co-Operative
Housing Society Limited.

With reference to the above, I have investigated the title to the
Land/Property in question, more particularly described in the Schedule
hereunder written and submit my opinion on title thereon as under :

That from the Revenue records being maintained by the Circle
Inspector/Talati, Mouje : Paldi and Mamlatdar : Sabarmati as also from



the search of the available records being maintained by the Sub-Registrar, Ahmedabad-1 (City) and Ahmedabad-4 (Paldi) for the last 30 years produced before me by my search clerk and believing same to be true, correct and trust worthy and also believing the documents/ papers/ copies etc. shown to me to be true and genuine and also based upon the information given by you that no transfer/ agreement was made in respect of the said property during the period for which the record is not available which would make the title defective, I submit my opinion on title thereon as under :

It appears that, the land bearing Final Plot No. 387 (Old Survey No. 142/B) admeasuring 2244 Sq. Yards of T.P. Scheme No. 6 was belonged to Champaben Ratilal, vide mutation entry no. 4792 dated 19-8-1966.

Thereafter, Champaben Ratilal sold and conveyed the land bearing Final Plot No. 387 admeasuring 2244 Sq. Yards of T.P. Scheme No. 6 to Rasiklal Nathalal Dalal by Sale Deed, which was duly registered with the office of the Sub Registrar Ahmedabad under Serial No. 3134 dated 2-5-1961, and the entry to that effect was also entered in the revenue records of Mutation Entry book viz. Village Form No.6 under Serial No. 4882 dated 12-4-1967, duly confirmed by the concerned revenue authority.

Thereafter, Vide Order No. K.J.P./S.R./113 dated 8-7-1967 passed by Superintendent Land Records, Ahmedabad and Vide Durasti Patrak No. 158, Revenue Survey Number were cancelled because of Implementation of T.P. Scheme No. 6 and Revenue Records were entered as per Final Plot Numbers, and the entry to that effect was also entered in the revenue records of Mutation Entry book viz. Village Form No.6 under Serial No. 6062 dated 25-10-1971 duly confirmed by the concerned revenue authority and accordingly land bearing T.P. Scheme No. 6, Final Plot No. 387 admeasuring was entered in the name of Rasiklal Nathalal Dalal.

Further, Rasiklal Nathalal Dalal leased with condition of sale the said land bearing Final Plot No. 387 admeasuring 2244 Sq. Yards of T.P. Scheme No. 6 to Bhagyoday Builders, a Partnership Firm by Agreement to Sale dated 22-4-1972 and thereafter, Bhagyoday Builders, a Partnership Firm agreed to sale the said land in question to Shah Patel and Co., a Partnership Firm by Agreement to Sale on 10-10-1974 and thereafter, Shah Patel and Co., a Partnership Firm agreed to sale the said land in question to Suchit Dalal Apartments Co. Operative Housing Society by Agreement to Sale on 16-8-1975. As it is seen from Conditional Deed of Lease, reg. under Serial No. 11740 dated 18-8-1975. (However, copies of Agreements to Sale are not produce before me for my verification, So I rely upon Statement made in said Lease Deed)

Thereafter, Rasiklal Nathalal Dalal Leased the said land bearing Final Plot No. 387 admeasuring 2244 Sq. Yards of T.P. Scheme No. 6 to Suchit Dalal Apartments Co. Operative Housing Society through its Promoters (1) Ramanlal Dhulabhai Patel and (2) Thakorlal Bansilal Dakwala by Lease Deed with condition of Sale, with confirmation of (1) Bhagyoday Builders, a Partnership Firm through its Administrative Partner Rasiklal Jivanlal Shah and (2) Shah Patel and Co., a Partnership Firm through its Administrative Partner Natvarlal Ambalal Patel, which was duly registered with the office of the Sub Registrar Ahmedabad under Serial No. 11740 dated 18-8-1975, and the entry to that effect was also entered in the revenue records of Mutation Entry book viz. Village Form No.6 under Serial No. 7167 dated 23-8-1975, duly confirmed by the concerned revenue authority.

Thereafter, Rasiklal Nathalal Dalal executed a Declaration in relation to agree to sale the said land bearing Final Plot No. 387 admeasuring 2244



Sq. Yards of T.P. Scheme No. 6 to Suchit Dalal Apartments Co. Operative Housing Society, which was duly registered with the office of the Sub Registrar Ahmedabad under Serial No. 11772 dated 18-8-1975.

Further, Non-Agricultural use permission of the said land was duly sanctioned by City Deputy Collector, Ahmedabad vide its Order No. L.N.D/S.R.-5230 dated 28-5-1975.

Thereafter, Rasiklal Nathalal Dalal Sold and Conveyed the said land bearing Final Plot No. 387 admeasuring 2244 Sq. Yards of T.P. Scheme No. 6 to Dalal Apartments Co. Operative Housing Society (Suchit) through its Promoter Ramanlal Dhulabhai Patel by Sale Deed, with confirmation of (1) Bhagyoday Builders, a Partnership Firm through its Administrative Partner Rasiklal Jivanlal Shah and (2) Shah Patel and Co., a Partnership Firm through its Administrative Partner Natvarlal Ambalal Patel, which was duly registered with the office of the Sub Registrar Ahmedabad under Serial No. 9952 dated 23-8-1979, and the entry to that effect was also entered in the revenue records of Mutation Entry book viz. Village Form No.6 under Serial No. 7749 dated 12-9-1979, duly cancelled by the concerned revenue authority and again Mutation Entry book viz. Village Form No.6 under Serial No. 7995 dated 10-12-1980, duly confirmed by the concerned revenue authority.

Further, Plan and Construction Permission for was approved and granted by Ahmedabad Municipal Corporation, Ahmedabad vide its (1) Raja Chitthi No. 880, Case Nos. 2794/2 dated 19-12-1973 for Commercial Units, (2) Raja Chitthi No. 12, Case Nos. BNB/2794/2 dated 22-8-1978 for Residential Units (However Plan was not produce before me for my verification, so I rely upon the said Raja Chitthi).

Further, Plan and Construction Permission for Block No. C was approved and granted by Ahmedabad Municipal Corporation, Ahmedabad

vide its Raja Chitthi No. 33 Case Nos. BNB/2794/2 dated 9-6-1980 (However Plan and Raja Chitthi was not produce before me for my verification, so I rely upon the B. U. Permission issued by Ahmedabad Municipal Corporation dated 3-6-1981).

Further, Dalal Apartments Co-operative Housing Society Limited developed and constructed total Commercial and Residential Units in Block No. A, B and C in a scheme known as "Dalal Apartments" on the said piece of land as per Plan & Construction Permission approved and granted by Ahmedabad Municipal Corporation, Ahmedabad.

Thereafter, Building Use Permission for Block No. A, B and C was given by Ahmedabad Municipal Corporation, Ahmedabad vide its Ref. No. BNB/2794/2 dated 15-10-1979 and 3-6-1981 issued by Deputy Town Development Officer, Ahmedabad Municipal Corporation, Ahmedabad.

Further, Dalal Apartments Co. Operative Housing Society Limited, was registered with the District Registrar, Co-operative Societies, Ahmedabad, under Registration No. G-8706 dated 16-12-1980 and Assignment Deed without consideration was executed by Suchit Dalal Apartments Co. Operative Housing Society through its Promoter Ramanlal Dhulabhai Patel in favour of Dalal Apartments Co. Operative Housing Society Limited, and assigned its all rights, titles and interest in relation to the said land bearing Final Plot No. 387 admeasuring 2244 Sq. Yards of T.P. Scheme No. 6 in favour of Dalal Apartments Co. Operative Housing Society Limited, which was duly registered with the office with the office of the Sub Registrar, Ahmedabad under Serial No. 1668 dated 16-2-1981, and the entry to that effect was also entered in the revenue records of Mutation



Entry book viz. Village Form No.6 under Serial No. 8843 dated 5-4-1984, duly confirmed by the concerned revenue authority.

Thereafter, said society allotted Residential Flats and Shops to its members and some units are re-sale by its members and As this opinion is given for Re-development and Re-construction of Said Society or the Scheme, it is not necessary to go in the details of transfer of each Shop and Flat of the Society so, I hereby describe the last, that is to say, present Flat and Shop holders details as follows, as per the records of the Society:

(A) Shop Holders details as follows, as per the records of the Dalal Apartments Co-operative Housing Society Limited:

Sr. No.	Shop No.	Name of Occupier/Shareholder	Share Certificate No.
1	1-A Ground Floor	Vijaybhai Kamleshbhai Nagar	35
2	2-A Ground Floor (Old Shop Nos. A/2, A/12/A and A/12/B)	Legal heirs of Late Naranbhai Melabhai Rabari (1) Bhavnaben Gopalbhai Desai D/o. Naranbhai Rabari (2) Vijaybhai Naranbhai Rabari (3) Nishaben Amrutbhai Rabari D/o. Naranbhai Rabari (4) Zankhnaben Naranbhai Rabari (5) Jigisha Bhagirath Desai D/o. Naranbhai Rabari	13
3	3-A Ground Floor	Vijaybhai Naranbhai Rabari	51
4	4-A Ground Floor	(1) Prakashbhai Bhurabhai Prajapati (2) Kishorbhai Bhurabhai Prajapati	11

5	5-A Ground Floor	Daxaben Jitendrabhai Shah	12
6	6-A Ground Floor	Dr. Rajendrabhai Nanjibhai Patel	19
7	7-A Ground Floor	Shaileshbhai Mohanlal Gadhiya	27
8	7/2-A Ground Floor	Mahendrabhai Ramanlal Dharaiya	21
9	8-A Ground Floor	Dixit Nareshchandra Ghoda	52
10	9-A Ground Floor	Bharatbhai Kanubhai Jadhav	40
11	10-A Ground Floor	Pravinchandra Ramanlal Gandhi	43
12	11-A Ground Floor	(1) Durgesh Umedbhai Patel (2) Nimisha Durgesh Patel	36
13	A-11/A Ground Floor	Vadilal Tribhovandas Vora	17
14	1-B Ground Floor	(1) Natubhai Amarsinh Mistri (2) Kusumben Natubhai Mistri	26
15	2-B Ground Floor	(1) Kusumben Natubhai Mistri (2) Natubhai Amarsinh Mistri	47
16	3-B	(1) Karishma Rushabh Sherdalal	20



	Ground Floor	(2) Rushabh Prakashbhai Sherdalal	
17	4-B Ground Floor	(1) Paresh Mahavirbhai Jain (2) Rakesh Mahavirbhai Jain	22
18	5-B Ground Floor	Nittal Rajeshbhai Patel	23
19	6-B Ground Floor	Jyantilal Laxmichand Darji	29

(B) Flat Holders details as follows, as per the records of the Dalal Apartments Co-operative Housing Society Limited:

Sr. No.	Flat No.	Name of Occupier/Shareholder	Share Certificate No.
1	A/1 First Floor	(1) Rimaben Vijaybhai Nagar (2) Vijay Kamleshbhai Nagar	30
2	A/2 First Floor	Dinaben Nalinbhai Shah	34
3	A/3 First Floor	(1) Reshmaben Prakashbhai Sherdalal (2) Karishma Rushabhbhai Sherdalal	31
4	A/4 First Floor	Legal Heirs of Late Sumitraben Chhotalal Mehta (1) Abhaybhai Chhotalal Mehta (2) Pannaben Chhotalal Mehta (3) Pallaviben Chhotalal Mehta (4) Shilpaben Chhotalal Mehta	18
5	A/5 Second Floor	Arpita Dixit Ghoda	37
6	A/6 Second Floor	Kirtikumar Vadilal Pancholi	39

7	A/7 Second Floor	(1) Kamakshiben Ghanshyambhai Thakar (2) Gopalbhai Ghanshyambhai Thakar	38
8	A/8 Second Floor	Pankaj Arvindbhai Jani	42
9	B/1 First Floor	Rakesh Mahavirprasad Jain	49
10	B/2 First Floor	Dr. Rajendrabhai Nanjibhai Patel	32
11	B/3 Second Floor	Chadrakant Sakalchand Gandhi	33
12	B/3-2 Second Floor	(1) Kishorchandra Mohanlal Mavani (2) Krupa Kishorchandra Mavani	54
13	B/4 Second Floor	(1) Nehaben Rajendrabhai Patel (2) Rajendrabhai Nanjibhai Patel	41
14	C/1 Ground Floor	(1) Rajendrakumar Purushottamdas Patel (2) Gaurangkumar Purushottamdas Patel	2
15	C/2 Ground Floor	Pragnaben Rameshchandra Dholakia	45
16	C/3 Ground Floor	(1) Dharmendra Manubha Parmar (2) Jitubhai alias Jitendrasinh Manubha Parmar	15
17	C/4 First Floor	(1) Gaurangkumar Purushottamdas Patel (2) Rajendrakumar Purushottamdas Patel	48

18	C/5 First Floor	(1) Sudhaben Harivadan Trivedi (2) Ashish Harivadan Trivedi	44
19	C/6 Second Floor	Legal Heirs of Late Bipinbhai Jyantilal Parekh (1) Pratyusha Bipinbhai Parekh (2) Sanket Bipinbhai Parekh	50
20	C/7 Second Floor	Surekhaben Mukeshbhai Parekh	46

Thereafter, Resolution was passed in General Meeting of the said society held on 28-2-2020 for Re-Development of said Scheme "Dalal Apartments" and appointed Bhojani Developers, a Partnership Firm as Developers for Re-Development of said scheme.

Thereafter, Memorandum of Understanding in Respect of Re-Development for demolishing Old Construction of 19 Shops and 20 Flats and Constructing New 21 Shops and 47 Flats in the said entire land bearing Final Plot No. 387 admeasuring 1826 sq. mtrs. of Town Planning Scheme No. 6 situated at Mouje : Paldi, situated within Dalal Apartments Co-Operative Housing Society Limited was executed by and between (A) Dalal Apartments Co-Operative Housing Society Limited through its (1) Chairman Dharmendrasinh Manubha Parmar, (2) Secretary Gaurangkumar Parshottamdas Patel, (3) Committee Member Vijaybhai Kamleshbhai Nagar, (4) Committee Member Dr. Rajendrabhai Nagjibhai Patel, (5) Committee Member Gopalbhai Ghanshyambhai Thakar, (B) All Shop Holders (Members) of Dalal Apartments Co-operative Housing Society Limited (1) Vijaybhai Kamleshbhai Nagar (Shop No. 1-A), (2) Naranbhai Melabhai Rabari (Shop No. 2-A), (3) Vijaybhai Naranbhai Rabari (Shop No. 3-A), (4) (A) Prakashbhai Bhurabhai Prajapati, (B) Kishorbhai Bhurabhai Prajapati (Shop No. 4-A), (5) Daxaben Jitendrabhai Shah (Shop No. 5-A), (6) Dr. Rajendrabhai Nanjibhai Patel (Shop No. 6-A),

(7) Shaileshbhai Mohanlal Gadhiya (Shop No. 7-A), (8) Mahendrabhai Ramanlal Dharaiya (Shop No. 7/2-A), (9) Dixit Nareshchandra Ghoda (Shop No. 8-A), (10) Bharatbhai Kanubhai Jadhav (Shop No. 9-A), (11) Pravinchandra Ramanlal Gandhi (Shop No. 10-A), (12) (A) Durgesh Umedbhai Patel, (B) Nimisha Durgesh Patel (Shop No. 11-A), (13) Vadilal Tribhovandas Vora (Shop No. A-11-A), (14) (A) Natubhai Amarsinh Mistri, (B) Kusumben Natubhai Mistri (Shop No. 1-B), (15) (A) Kusumben Natubhai Mistri, (B) Natubhai Amarsinh Mistri (Shop No. 2-B), (16) (A) Karishma Rushabh Sherdalal, (B) Rushabh Prakashbhai Sherdalal, (Shop No. 3-B), (17) (A) Paresh Mahavirbhai Jain, (B) Rakesh Mahavirbhai Jain (Shop No. 4-B), (18) Nittal Rajeshbhai Patel (Shop No. 5-B), (19) Jyantilal Laxmichand Darji (Shop No. 6-B), (B) All Flat Holders (Members) of Dalal Apartments Co-operative Housing Society Limited (1) (A) Rimaben Vijaybhai Nagar, (B) Vijay Kamleshbhai Nagar (Flat No. A/1), (2) Dinaben Nalinbhai Shah (Flat No. A/2), (3) (A) Reshmaben Prakashbhai Sherdalal, (B) Karishma Rushabhbhai Sherdalal (Flat No. A/3), (4) Legal Heirs of Late Sumitraben Chhotalal Mehta (A) Abhaybhai Chhotalal Mehta, (B) Pannaben Chhotalal Mehta, (C) Pallaviben Chhotalal Mehta, (D) Shilpaben Chhotalal Mehta, (Flat No. A/4), (5) Arpita Dixit Ghoda (Flat No. A/5), (6) Kirtikumar Vadilal Pancholi (Flat No. A/6), (7) (A) Kamakshiben Ghanshyambhai Thakar, (B) Gopalbhai Ghanshyambhai Thakar (Flat No. A/7), (8) Pankaj Arvindbhai Jani (Flat No. A/8), (9) Rakesh Mahavirprasad Jain (Flat No. B/1), (10) Dr. Rajendrabhai Nanjibhai Patel (Flat No. B/2), (11) Chadrakant Sakalchand Gandhi (Flat No. B/3), (12) (A) Kishorchandra Mohanlal Mavani, (B) Krupa Kishorchandra Mavani (Flat No. B/3/2), (13) (A) Nehaben Rajendrabhai Patel, (B) Rajendrabhai Nanjibhai Patel (Flat No. B/4), (14) (A) Rajendrakumar Purushottamdas Patel, (B) Gaurangkumar Purushottamdas Patel (Flat No. C/1), (15) Pragnaben Rameshchandra



Dholakia (Flat No. C/2) through her POA Holder Dalal Apartments Co-Operative Housing Society Limited through its (1) Chairman Dharmendrasinh Manubha Parmar, (2) Secretary Gaurangkumar Parshottamdas Patel, (16) (A) Dharmendra Manubha Parmar, (B) Jitubhai alias Jitendrasinh Manubha Parmar (Flat No. C/3), (17) (A) Gaurangkumar Purushottamdas Patel, (B) Rajendrakumar Purushottamdas Patel (Flat No. C/4), (18) (A) Sudhaben Harivadan Trivedi, (B) Ashish Harivadan Trivedi (Flat No. C/5), (19) Legal Heirs of Late Bipinbhai Jyantilal Parekh (A) Pratyusha Bipinbhai Parekh, (B) Sanket Bipinbhai Parekh (Flat No. C/6) and (20) Surekhaben Mukeshbhai Parekh (Flat No. C/7) through her POA Holder Maheshkumar Hargovinddas Sheth and Bhojani Developers, a Partnership Firm through its Authorized Partner Narendrakumar Chandubhai Patel, which was duly signed before Sohini B. Patel, Notary Public, Ahmedabad, under Serial Nos. 35/A/02 dated 29-02-2020 and 107/A/02 dated 4-9-2020.

Thereafter, Specific Power of Attorney was duly executed by Dalal Apartments Co-Operative Housing Society Limited through its Members (A) Shop Holders (Members) (1) Vijaybhai Kamleshbhai Nagar (Shop No. 1-A), (2) Naranbhai Melabhai Rabari (Shop No. 2-A), (3) Vijaybhai Naranbhai Rabari (Shop No. 3-A), (4) (A) Prakashbhai Bhurabhai Prajapati, (B) Kishorbhai Bhurabhai Prajapati (Shop No. 4-A), (5) Daxaben Jitendrabhai Shah (Shop No. 5-A), (6) Dr. Rajendrabhai Nanjibhai Patel (Shop No. 6-A), (7) Shaileshbhai Mohanlal Gadhiya (Shop No. 7-A), (8) Mahendrabhai Ramanlal Dharaiya (Shop No. 7/2-A), (9) Dixit Nareshchandra Ghoda (Shop No. 8-A), (10) Bharatbhai Kanubhai Jadhav (Shop No. 9-A), (11) Pravinchandra Ramanlal Gandhi (Shop No. 10-A), (12) (A) Durgesh Umedbhai Patel, (B) Nimisha Durgesh Patel (Shop No. 11-A), (13) Vadilal Tribhovandas Vora (Shop No. A-11-A), (14) (A) Natubhai Amarsinh Mistri, (B) Kusumben Natubhai Mistri (Shop No. 1-B), (15) (A) Kusumben Natubhai Mistri, (B) Natubhai Amarsinh Mistri (Shop No. 2-B),

(16) (A) Karishma Rushabh Sherdalal, (B) Rushabh Prakashbhai Sherdalal, (Shop No. 3-B), (17) (A) Paresh Mahavirbhai Jain, (B) Rakesh Mahavirbhai Jain (Shop No. 4-B), (18) Nittal Rajeshbhai Patel (Shop No. 5-B), (19) Jyantilal Laxmichand Darji (Shop No. 6-B), (B) Flat Holders (Members) (1) (A) Rimaben Vijaybhai Nagar, (B) Vijay Kamleshbhai Nagar (Flat No. A/1), (2) Dinaben Nalinbhai Shah (Flat No. A/2), (3) (A) Reshmaben Prakashbhai Sherdalal, (B) Karishma Rushabhbhai Sherdalal (Flat No. A/3), (4) Legal Heirs of Late Sumitraben Chhotalal Mehta (A) Abhaybhai Chhotalal Mehta, (B) Pannaben Chhotalal Mehta, (C) Pallaviben Chhotalal Mehta, (D) Shilpaben Chhotalal Mehta, (Flat No. A/4), (5) Arpita Dixit Ghoda (Flat No. A/5), (6) Kirtikumar Vadilal Pancholi (Flat No. A/6), (7) (A) Kamakshiben Ghanshyambhai Thakar, (B) Gopalbhai Ghanshyambhai Thakar (Flat No. A/7), (8) Pankaj Arvindbhai Jani (Flat No. A/8), (9) Rakesh Mahavirprasad Jain (Flat No. B/1), (10) Dr. Rajendrabhai Nanjibhai Patel (Flat No. B/2), (11) Chadrakant Sakalchand Gandhi (Flat No. B/3), (12) (A) Kishorchandra Mohanlal Mavani, (B) Krupa Kishorchandra Mavani (Flat No. B/3/2), (13) (A) Nehaben Rajendrabhai Patel, (B) Rajendrabhai Nanjibhai Patel (Flat No. B/4), (14) (A) Rajendrakumar Purushottamdas Patel, (B) Gaurangkumar Purushottamdas Patel (Flat No. C/1), (15) (A) Dharmendra Manubha Parmar, (B) Jitubhai alias Jitendrasinh Manubha Parmar (Flat No. C/3), (16) (A) Gaurangkumar Purushottamdas Patel, (B) Rajendrakumar Purushottamdas Patel (Flat No. C/4), (17) (A) Sudhaben Harivadan Trivedi, (B) Ashish Harivadan Trivedi (Flat No. C/5), (18) Legal Heirs of Bipinbhai Jyantilal Parekh (A) Pratyusha Bipinbhai Parekh, (B) Sanket Bipinbhai Parekh (Flat No. C/6) in favour of Dalal Apartments Co-Operative Housing Society Limited through its (1) Chairman Dharmendrasinh Manubha Parmar, (2) Secretary Gaurangkumar Parshottamdas Patel, (3) Committee Member Vijaybhai Kamleshbhai



Nagar, (4) Committee Member Dr. Rajendrabhai Nagjibhai Patel, (5) Committee Member Gopalbhai Ghanshyambhai Thakar, in relation to Re-Development work of "Dalal Apartments" situated within Dalal Apartments Co. Operative Housing Society Limited, which was duly signed before Sohini B. Patel, Notary Public, Ahmedabad under serial No. 36/A/02 dated 29-2-2020.

Further, Specific Power of Attorney was duly executed by Pragnaben Rameshchandra Dholakia in favour of Dalal Apartments Co-Operative Housing Society Limited through its (1) Chairman Dharmendrasinh Manubha Parmar, (2) Secretary Gaurangkumar Parshottamdas Patel in relation to Re-Development work of Flat No. C-2, and Pragnaben Rameshchandra Dholakia duly signed before K. D. Thacker, Notary Public, Kutch under serial No. 3013/2020 dated 3-3-2020 and Dalal Apartments Co-Operative Housing Society Limited through its (1) Chairman Dharmendrasinh Manubha Parmar, (2) Secretary Gaurangkumar Parshottamdas Patel duly signed before Sohini B. Patel, Ahmedabad under serial No. 74/A/02 dated 9-7-2020.

Further, Specific Power of Attorney was duly executed by Surekhaben Mukeshbhai Parekh in favour of Maheshkumar Hargovinddas Sheth in relation to Re-Development work of Flat No. C-7 and Surekhaben Mukeshbhai Parekh duly signed before Sherri L. Ford, Notary Public, State of Texas on dated 21-3-2020 and Maheshkumar Hargovinddas Sheth duly signed before Sohini B. Patel, Notary Public, Ahmedabad under serial No. 75/A/02 dated 9-7-2020.

Thereafter, Naranbhai Melabhai Rabari (Shop No.2-A) died intestate on 1-2-2021 hence said Shop No.2-A in Dalal Appartment came in the share of his legal heirs according to Hindu Law namely (1) Bhavnaben Gopalbhai Desai D/o. Naranbhai Rabari, (2) Vijaybhai Naranbhai Rabari,

(3) Nishaben Amrutbhai Rabari D/o. Naranbhai Rabari, (4) Zankhnaben Naranbhai Rabari, (5) Jigisha Bhagirath Desai D/o. Naranbhai Rabari.

Thereafter, Supplementary Cum Correction Agreement in respect of Memorandum of Understanding was duly executed by (A) Dalal Apartments Co-Operative Housing Society Limited through its (1) Chairman Dharmendrasinh Manubha Parmar, (2) Secretary Gaurangkumar Parshottamdas Patel, (3) Committee Member Vijaybhai Kamleshbhai Nagar, (4) Committee Member Dr. Rajendrabhai Nagjibhai Patel, (5) Committee Member Gopalbhai Ghanshyambhai Thakar acting for selves and as a Power of Attorney Holders of (B) Shop Holders (Members) (1) Vijaybhai Kamleshbhai Nagar (Shop No. 1-A), (2) Vijaybhai Naranbhai Rabari (Shop No. 3-A), (3) (A) Prakashbhai Bhurabhai Prajapati, (B) Kishorbhai Bhurabhai Prajapati (Shop No. 4-A), (4) Daxaben Jitendrabhai Shah (Shop No. 5-A), (5) Dr. Rajendrabhai Nanjibhai Patel (Shop No. 6-A), (6) Shaileshbhai Mohanlal Gadhiya (Shop No. 7-A), (7) Mahendrabhai Ramanlal Dharaiya (Shop No. 7/2-A), (8) Dixit Nareshchandra Ghoda (Shop No. 8-A), (9) Bharatbhai Kanubhai Jadhav (Shop No. 9-A), (10) Pravinchandra Ramanlal Gandhi (Shop No. 10-A), (11) (A) Durgesh Umedbhai Patel, (B) Nimisha Durgesh Patel (Shop No. 11-A), (12) Vadilal Tribhovandas Vora (Shop No. A-11-A), (13) (A) Natubhai Amarsinh Mistri, (B) Kusumben Natubhai Mistri (Shop No. 1-B), (14) (A) Kusumben Natubhai Mistri, (B) Natubhai Amarsinh Mistri (Shop No. 2-B), (15) (A) Karishma Rushabh Sherdalal, (B) Rushabh Prakashbhai Sherdalal, (Shop No. 3-B), (16) (A) Paresh Mahavirbhai Jain, (B) Rakesh Mahavirbhai Jain (Shop No. 4-B), (17) Nittal Rajeshbhai Patel (Shop No. 5-B), (18) Jyantilal Laxmichand Darji (Shop No. 6-B), (C) Flat Holders (Members) (1) (A) Rimaben Vijaybhai Nagar, (B) Vijay Kamleshbhai Nagar (Flat No. A/1), (2) Dinaben Nalinbhai Shah (Flat No. A/2), (3) (A) Reshmaben Prakashbhai



Sherdalal, (B) Karishma Rushabhbhai Sherdalal (Flat No. A/3), (4) Legal Heirs of Late Sumitraben Chhotalal Mehta (A) Abhaybhai Chhotalal Mehta, (B) Pannaben Chhotalal Mehta, (C) Pallaviben Chhotalal Mehta, (D) Shilpaben Chhotalal Mehta, (Flat No. A/4), (5) Arpita Dixit Ghoda (Flat No. A/5), (6) Kirtikumar Vadilal Pancholi (Flat No. A/6), (7) (A) Kamakshiben Ghanshyambhai Thakar, (B) Gopalbhai Ghanshyambhai Thakar (Flat No. A/7), (8) Pankaj Arvindbhai Jani (Flat No. A/8), (9) Rakesh Mahavirprasad Jain (Flat No. B/1), (10) Dr. Rajendrabhai Nanjibhai Patel (Flat No. B/2), (11) Chadrakant Sakalchand Gandhi (Flat No. B/3), (12) (A) Kishorchandra Mohanlal Mavani, (B) Krupa Kishorchandra Mavani (Flat No. B/3/2), (13) (A) Nehaben Rajendrabhai Patel, (B) Rajendrabhai Nanjibhai Patel (Flat No. B/4), (14) (A) Rajendrakumar Purushottamdas Patel, (B) Gaurangkumar Purushottamdas Patel (Flat No. C/1), (15) Pragnaben Rameshchanra Dholkiya (Flat No. C/2), (16) (A) Dharmendra Manubha Parmar, (B) Jitubhai alias Jitendrasinh Manubha Parmar (Flat No. C/3), (17) (A) Gaurangkumar Purushottamdas Patel, (B) Rajendrakumar Purushottamdas Patel (Flat No. C/4), (18) (A) Sudhaben Harivadan Trivedi, (B) Ashish Harivadan Trivedi (Flat No. C/5), (19) Legal Heirs of Bipinbhai Jyantilal Parekh (A) Pratyusha Bipinbhai Parekh, (B) Sanket Bipinbhai Parekh (Flat No. C/6), (20) Sureshaben Mukeshbhai Parekh (Flat No. C-7) through her Power of Attorney Holder Maheshkumar Hargovandas Sheth, (D) Legal heirs of Late Naranbhai Melabhai Rabari (1) Bhavnaben Gopalbhai Desai D/o. Naranbhai Rabari, (2) Vijaybhai Naranbhai Rabari, (3) Nishaben Amrutbhai Rabari D/o. Naranbhai Rabari, (4) Zankhnaben Naranbhai Rabari, (5) Jigisha Bhagirath Desai D/o. Naranbhai Rabari in favour of Bhojani Developers, a Partnership Firm through its administrative Partner Narendrakumar Chandubhai Patel, which was duly signed before Sohini B. Patel, Notary Public, Ahmedabad under serial No. 167/A/02 dated 24-7-2021.

Thereafter, Development Agreement for demolishing Old Construction of total 19 Shops and 20 Flats and contracting new 22 Shops and 51 Flats in the said entire land bearing Town Planning Scheme No. 6 and Final Plot No. 387 admeasuring 1826 Sq. Mtrs. situated at Mouje : Paldi, situated within Dalal Apartment Co-Operative Housing Society Limited was executed by and between (A) Dalal Apartments Co-Operative Housing Society Limited through its (1) Chairman Dharmendrasinh Manubha Parmar, (2) Secretary Gaurangkumar Parshottamdas Patel, (3) Committee Member Vijaybhai Kamleshbhai Nagar, (4) Committee Member Dr. Rajendrabhai Nagjibhai Patel, (5) Committee Member Gopalbhai Ghanshyambhai Thakar acting for selves and as a Power of Attorney Holders of (B) Shop Holders (Members) (1) Vijaybhai Kamleshbhai Nagar (Shop No. 1-A), (2) Vijaybhai Naranbhai Rabari (Shop No. 3-A), (3) (A) Prakashbhai Bhurabhai Prajapati, (B) Kishorbhai Bhurabhai Prajapati (Shop No. 4-A), (4) Daxaben Jitendrabhai Shah (Shop No. 5-A), (5) Dr. Rajendrabhai Nanjibhai Patel (Shop No. 6-A), (6) Shaileshbhai Mohanlal Gadhiya (Shop No. 7-A), (7) Mahendrabhai Ramanlal Dharaiya (Shop No. 7/2-A), (8) Dixit Nareshchandra Ghoda (Shop No. 8-A), (9) Bharatbhai Kanubhai Jadhav (Shop No. 9-A), (10) Pravinchandra Ramanlal Gandhi (Shop No. 10-A), (11) (A) Durgesh Umedbhai Patel, (B) Nimisha Durgesh Patel (Shop No. 11-A), (12) Vadilal Tribhovandas Vora (Shop No. A-11-A), (13) (A) Natubhai Amarsinh Mistri, (B) Kusumben Natubhai Mistri (Shop No. 1-B), (14) (A) Kusumben Natubhai Mistri, (B) Natubhai Amarsinh Mistri (Shop No. 2-B), (15) (A) Karishma Rushabh Sherdalal, (B) Rushabh Prakashbhai Sherdalal, (Shop No. 3-B), (16) (A) Paresh Mahavirbhai Jain, (B) Rakesh Mahavirbhai Jain (Shop No. 4-B), (17) Nittal Rajeshbhai Patel (Shop No. 5-B), (18) Jyantilal Laxmichand Darji (Shop No. 6-B), (C) Flat Holders (Members) (1) (A) Rimaben Vijaybhai Nagar, (B) Vijay Kamleshbhai Nagar (Flat No. A/1), (2) Dinaben Nalinbhai Shah (Flat No.



A/2), (3) (A) Reshmaben Prakashbhai Sherdalal, (B) Karishma Rushabhbhai Sherdalal (Flat No. A/3), (4) Legal Heirs of Late Sumitraben Chhotalal Mehta (A) Abhaybhai Chhotalal Mehta, (B) Pannaben Chhotalal Mehta, (C) Pallaviben Chhotalal Mehta, (D) Shilpaben Chhotalal Mehta, (Flat No. A/4), (5) Arpita Dixit Ghoda (Flat No. A/5), (6) Kirtikumar Vadilal Pancholi (Flat No. A/6), (7) (A) Kamakshiben Ghanshyambhai Thakar, (B) Gopalbhai Ghanshyambhai Thakar (Flat No. A/7), (8) Pankaj Arvindbhai Jani (Flat No. A/8), (9) Rakesh Mahavirprasad Jain (Flat No. B/1), (10) Dr. Rajendrabhai Nanjibhai Patel (Flat No. B/2), (11) Chadrakant Sakalchand Gandhi (Flat No. B/3), (12) (A) Kishorchandra Mohanlal Mavani, (B) Krupa Kishorchandra Mavani (Flat No. B/3/2), (13) (A) Nehaben Rajendrabhai Patel, (B) Rajendrabhai Nanjibhai Patel (Flat No. B/4), (14) (A) Rajendrakumar Purushottamdas Patel, (B) Gaurangkumar Purushottamdas Patel (Flat No. C/1), (15) Pragnaben Rameshchanra Dholkiya (Flat No. C/2), (16) (A) Dharmendra Manubha Parmar, (B) Jitubhai alias Jitendrasinh Manubha Parmar (Flat No. C/3), (17) (A) Gaurangkumar Purushottamdas Patel, (B) Rajendrakumar Purushottamdas Patel (Flat No. C/4), (18) (A) Sudhaben Harivadan Trivedi, (B) Ashish Harivadan Trivedi (Flat No. C/5), (19) Legal Heirs of Bipinbhai Jyantilal Parekh (A) Pratyusha Bipinbhai Parekh, (B) Sanket Bipinbhai Parekh (Flat No. C/6), (20) Sureshaben Mukeshbhai Parekh (Flat No. C-7) through her Power of Attorney Holder Maheshkumar Hargovandas Sheth, (D) Legal heirs of Late Naranbhai Melabhai Rabari (1) Bhavnaben Gopalbhai Desai D/o. Naranbhai Rabari, (2) Vijaybhai Naranbhai Rabari, (3) Nishaben Amrutbhai Rabari D/o. Naranbhai Rabari, (4) Zankhnaben Naranbhai Rabari, (5) Jigisha Bhagirath Desai D/o. Naranbhai Rabari and Bhojani Developers, a Partnership Firm through its administrative Partner Narendrakumar Chandubhai Patel which was duly registered with the office of the Sub-Registrar, Ahmedaad-4 (Paldi), under serial no. 9519 dated 23-7-2021.

Thereafter, Plan and Constriction Permission for Commercial 21 Shops and 51 Residential Flats (First Celler + Ground Floor + 1st to 7th Floor) was approved and granted by Ahmedabad Municipal Corporation, Ahmedabad vide its Rajachiththi No. 05530/130921/A5152/R0/M1 and Case No. BLNTI/WZ/130921/CGDCRV/A5152/R0/M1 dated 3-12-2021 issued by Assistant Town Development Officer (B.P.S.P), Ahmedabad Municipal Corporation, Ahmedabad.

And As per the Terms and Conditions decided between Dalal Apartments Co-Operative Housing Society Limited and it's existing Member and Bhojani Devekopers, a Partnership Firm i.e. Developers, the said Developer i.e. Bhojani Devekopers, a Partnership Firm will Re-Develop the said Scheme known as "Dalal Apartments" and will build new 21 Commercial Shops and 51 Residential Flats and out of them, and below mention Shops and Flats will be given to existing 19 Shops and 20 Flats holder/Members against their old Shops and Flats.....

Sr. No.	Shop No.	Name of Occupier/Shareholder	New Shop No. and Floor.
1	1-A Ground Floor	Vijaybhai Kamleshbhai Nagar	GF01 Ground Floor
2	2-A Ground Floor (Old Shop Nos. A/2, A/12/A and A/12/B)	Legal heirs of Late Naranbhai Melabhai Rabari (6) Bhavnaben Gopalbhai Desai D/o. Naranbhai Rabari (7) Vijaybhai Naranbhai Rabari (8) Nishaben Amrutbhai Rabari D/o. Naranbhai Rabari (9) Zankhnaben Naranbhai Rabari (10) Jigisha Bhagirath Desai D/o. Naranbhai Rabari	GF02 Ground Floor



3	3-A Ground Floor	Vijaybhai Naranbhai Rabari	GF03 Ground Floor
4	4-A Ground Floor	(1) Prakashbhai Bhurabhai Prajapati (2) Kishorbhai Bhurabhai Prajapati	GF04 Ground Floor
5	5-A Ground Floor	Daxaben Jitendrabhai Shah	GF05 Ground Floor
6	6-A Ground Floor	Dr. Rajendrabhai Nanjibhai Patel	GF06 Ground Floor
7	7-A Ground Floor	Shaileshbhai Mohanlal Gadhiya	GF07 Ground Floor
8	7/2-A Ground Floor	Mahendrabhai Ramanlal Dharaiya	GF08 Ground Floor
9	8-A Ground Floor	Dixit Nareshchandra Ghoda	GF09 Ground Floor
10	9-A Ground Floor	Bharatbhai Kanubhai Jadhav	FF07 First Floor
11	10-A Ground Floor	Pravinchandra Ramanlal Gandhi	FF04 First Floor
12	11-A Ground Floor	(1) Durgesh Umedbhai Patel (2) Nimisha Durgesh Patel	FF05 First Floor
13	A-11/A Ground Floor	Vadilal Tribhovandas Vora	FF03 First Floor
14	1-B Ground Floor	(1) Natubhai Amarsinh Mistri (2) Kusumben Natubhai Mistri	GF14 Ground Floor

15	2-B Ground Floor	(1) Kusumben Natubhai Mistri (2) Natubhai Amarsinh Mistri	GF13 Ground Floor
16	3-B Ground Floor	(1) Karishma Rushabh Sherdalal (2) Rushabh Prakashbhai Sherdalal	GF12 Ground Floor
17	4-B Ground Floor	(1) Paresh Mahavirbhai Jain (2) Rakesh Mahavirbhai Jain	GF11 Ground Floor
18	5-B Ground Floor	Nittal Rajeshbhai Patel	GF10 Ground Floor
19	6-B Ground Floor	Jyantilal Laxmichand Darji	FF06 First Floor

Sr. No.	Flat No.	Name of Occupier/Shareholder	New Flat No. and Floor
1	A/1 First Floor	(1) Rimaben Vijaybhai Nagar (2) Vijay Kamleshbhai Nagar	A-202 Second Floor
2	A/2 First Floor	Dinaben Nalinbhai Shah	A-502 Fifth Floor
3	A/3 First Floor	(1) Reshmaben Prakashbhai Sherdalal (2) Karishma Rushabhbhai Sherdalal	A-201 Second Floor
4	A/4 First Floor	Legal Heirs of Late Sumitraben Chhotalal Mehta (1) Abhaybhai Chhotalal Mehta (2) Pannaben Chhotalal Mehta (3) Pallaviben Chhotalal Mehta (4) Shilpaben Chhotalal Mehta	A-204 Second Floor



5	A/5 Second Floor	Arpita Dixit Ghoda	B-701 Seventh Floor
6	A/6 Second Floor	Kirtikumar Vadilal Pancholi	A-501 Fifth Floor
7	A/7 Second Floor	(1) Kamakshiben Ghanshyambhai Thakar (2) Gopalbhai Ghanshyambhai Thakar	A-401 Fourth Floor
8	A/8 Second Floor	Pankaj Arvindbhai Jani	A-601 Sixth Floor
9	B/1 First Floor	Rakesh Mahavirprasad Jain	A-302 Third Floor
10	B/2 First Floor	Dr. Rajendrabhai Nanjibhai Patel	B-601 Sixth Floor
11	B/3 Second Floor	Chadrakant Sakalchand Gandhi	B-301 Third Floor
12	B/3-2 Second Floor	(1) Kishorchandra Mohanlal Mavani (2) Krupa Kishorchandra Mavani	B-304 Third Floor
13	B/4 Second Floor	(3) Nehaben Rajendrabhai Patel (4) Rajendrabhai Nanjibhai Patel	B-501 Fifth Floor
14	C/1 Ground Floor	(1) Rajendrakumar Purushottamdas Patel (2) Gaurangkumar Purushottamdas Patel	A-701 Seventh Floor
15	C/2 Ground Floor	Pragnaben Rameshchandra Dholakia	B-402 Fourth Floor
16	C/3 Ground Floor	(1) Dharmendra Manubha Parmar (2) Jitubhai alias Jitendrasinh Manubha Parmar	A-602 Sixth Floor

17	C/4 First Floor	(1) Gaurangkumar Purushottamdas Patel (2) Rajendrakumar Purushottamdas Patel	A-301 Third Floor
18	C/5 First Floor	(1) Sudhaben Harivadan Trivedi (2) Ashish Harivadan Trivedi	B-401 Fourth Floor
19	C/6 Second Floor	Legal Heirs of Late Bipinbhai Jyantilal Parekh (1) Pratyusha Bipinbhai Parekh (2) Sanket Bipinbhai Parekh	B-201 Second Floor
20	C/7 Second Floor	Surekhaben Mukeshbhai Parekh	B-502 Fifth Floor

As a part of the investigation of the title, I gave public notice appeared in the daily newspaper DIVYA BHASKAR, Gujarati Edition on 17th October, 2020 inviting claims, if any, in upon or to the said Property in question from any person whomsoever. Stating that the Original title deed i.e. Sale Deed Reg. under Serial Nos. 9952 dated 23-8-1979 executed in favour of Dalal Apartments Co-operative Housing Society Limited, (ii) Original Share Certificate 36 for Shop No. A-11 issued by said society and (iii) Original Share Certificate 41 for Flat No. B-4 issued by said Society were lost and I have not received any objection/claim in response thereto till today.

That the searches in the concerned Sub-registrar of Ahmedabad i.e. (I) Ahmedabad-1 (City) on 22-2-2020 and (II) Ahmedabad-4 (Paldi) on 22-2-2020 and 9-12-2021 was made.

The above said opinion is given on the basis of available revenue records and Sub Registry record for the purpose of study of devolution of title and to ascertain any charge or encumbrance only and does not contain



entire revenue records or Sub Registry record, however I have found that, some part of the Index-II records are turned and the entries are also not up-to-date maintained and the computerized record of sub registrar is not well prepared / maintained / recorded by the agency which is appointed by the State Government and hence may be erroneous, resulting into our / my error.

In view of what is stated here in above from that and from the information given to me stating that the said Land has not been given in security nor created any charge or security also free from encumbrance of any nature whatsoever thereon. The said Land is not subject matter of any pending proceedings nor any order, decree, attachment or any order of any court operating against the said Land which adversely affects the title and believing the same to be true, correct and trustworthy and also believing the document/papers/copies etc. furnished in the case file shown to me to be true and genuine and also based upon the information given by you that nothing was done in respect of the said Land during the period for which the revenue and registration record is not available which would make the title defective and from the available manual and computer searches obtained through Concerned Office of Sub Registrar and on that basis I hereby certify that title of the said land belong to the **Dalal Apartments Co-Operative Housing Society Limited** and the same is clear and marketable and free from reasonable doubts subject to :

1. Development Rights of Bhojani Developers, a Partnership Firm by of Development Agreement.
2. Get the project "Dalal Apartments" registered with Real Estate Regulatory Authority.
3. Fulfillment of The Provision of: Town Planning and Urban Development Act, The Bombay Stamp Act, The Registration Act, The Partnership Act, The Co-operative Societies Act, RERA ACT or any other act, Rule / notification, gazette, order(s) etc. in force from time

to time as well as fulfillment of the terms and conditions laid down in any order, case issued for the said land including Plan and Construction Permission and GDCRA.

4. Usual declaration is required to be taken for this opinion as well as for future transfer of the said property in any manner from society and its members.

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of Non Agriculture Land bearing Final Plot No. 387 admeasuring 1826 Sq. Mtrs. of T. P. Scheme No. 6 along with 21 Shops and 51 Residential Flats in "Block No. A and B" to be constructed in the scheme known as "Dalal Apartments" situated within "Dalal Apartments Co-Operative Housing Society Limited", situated, lying and being at Mouje : Paldi, Taluka : Sabarmati, Registration District, Ahmedabad and Sub District Ahmedabad-4 (Paldi) in the state of Gujarat and same is bounded as under...

East : Padmavati Apartment
West : Bhagvati Apartment after Road
North : Dev Status after Road
South : Bhagat Vyasvadi Hostel

Date : 10-12-2021

Place : Ahmedabad



Amit

AMIT V. PATEL

Advocate

(Enrol. G/2570/2010)

Note of caution and disclaimer:-

- (1) I am not able to trace out if any private party charge or any notary document executed in third party favor if any.
- (2) I hereby inform you and you please note that sub-registrar (registration) record for immediate last 2-3 months is not available as well as record of many years is illegible/not available/ torn

out/destroyed hence it cannot be inspected or traced or verified and the computerized record is not prepared / maintained by the agency appointed by state govt. hence may be erroneous resulting into error and the govt. itself does not accept any responsibility.

- (3) Please ascertain that the Govt. authorities have not put any restrictions in making construction on said Land because of any historical monument/religious place/water body, etc. situated nearby, or road laying and widening, or proposed public transportation system in surrounding areas. Also verify that there is no acquisition/reservation in said Land and there are no pending litigations or injunction/status quo granted therein in respect of said Land.
- (4) I am informed that the present no litigation/suits are field/pending before any judicial/Quasi-judicial authorities.

