

દિપક જી. પંડ્યા

બી.કોમ, એલ એલ. બી.(એડવોકેટ)

પ્રોપર્ટી કેર, શોપ નં.૧, ૨ અને ૩

શ્રીરામ નર્સિંગ હોમ પાસે, ઉપરકોટ,

કાળાનાળા, ભાવનગર

DEEPAK G. PANDYA

B. Com., LL.B. (Advocate)

Property Care, Shop No. 1, 2 &3, Nr.

Shree Ram Nursing Home, Uparkot,

Kalanala, Bhavnagar.

Mobile No.9429643800

Date: 21-10-2020

TO,

KARAN DEVELOPERS PARTNERSHIP FIRM – PARTNERS

[1] HARESHBHAI MANSUKHBHAI RAJYAGURU

[2] VORA HEMANT RASIKLAL

RESIDING AT BHAVANGAR.

Sub:-

ALL THAT PIECE AND PARCEL OF IMMOVEABLE PROPERTY OF
RESIDENTIAL UNDER CONSTRUCTION BUILDING NAMELY “
SERENITY HOMES” COMPRISED ON PLOT NO.15/A ADM.560.49
SQ.MTRS. AS PER BHAVNAGAR MAHANAGARPALIKA RECORD
AND ADM.562.00 SQ.MTRS. AS PER CITY SURVEY RECORD WHICH
WAS RECORDED IN CITY SURVEY OFFICE IN CITY SURVEY WARD
NO.7, SHEET NO.240, CITY SURVEY NO.2451/K SITUATED AT “SHRI
SHAKTI CO-OPERATIVE HOUSING SOCIETY LTD.” BEHIND ANDH
UDHYOGSHALA, VIDHYANAGAR, BHAVNAGAR OWNED AND
POSSESSED BY KARANA DEVELOPERS A PARTNERSHIP FIRM.

he captioned parties have produced before me the file and documents of above stated property. I have referred all the documents therein and my legal opinion as regards title for 30 years of above stated property is as follows:

1. It appears that the Collector , the Gohilvad (now Bhavnagar) District has issued the certificate no. 548/1957 dated 19/3/1957 stating that the fajal(surplus) land near the police line at Vidyanagar will be given to "Shri Shakti Society". The Collector, Bhavnagar passed the office order No. Land/1029 dated 7/5/1957 that as per the request of "Shri Shakti Housing Society" the land situated near Vidyanagar, Bhavnagar bearing R.S. No.462 which was recorded as agricultural land but in fact the land was not agricultural land and it was determined that after preparing sketch; the land admeasuring 10128 sq. yds. allotted to "Shri Shakti Housing Society" on the stipulated terms and conditions stated in circular Revenue No.2-4-A-6-6-35 dated 12/4/1954 and circular Revenue No.2-4- A-6-35 dated 9/4/1955 of Revenue Department with a condition to pay Rs.1/- per sq. yds. and Rs. 0-0-4 by way of lease every year. There is a remark dated 26/2/1961 by City Survey Inquiry officer stating that the land has been given to Shakti Co-Operative Housing Society.

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Operative Housing Society and the land has been recorded in the name of society as per physical possession thereof.

2. Shri Shakti Housing Society was registered vide No. B/164 on 16/4/1957 under the "Co-Operative Housing Societies Act" and copy of the bye-laws of the society are in the file. The members of the society were issued share certificates out of which Share Certificate No. 10, Share No.19 and 20 was issued to Shri R.M.Trivedi on 8/3/1957, Share Certificate No. 17, Shares No. 265-320 dated 24/2/1958 issued to Shri R.M Trivedi and Share Certificate No. 31, Share No. 913-916 dated 9/7/1958 issued to Shri R.M. Trivedi. Copies of the share certificates are in the file.
3. It appears that the said land was laid out into plots and copy of the said plan for sub division is in the file. It appears that Plot No.15 was developed by members of the society Shri R.M. Trivedi and subsequently additions and alterations of the bungalow were made as described in the sketch. It seems that copy of the sketch has been made from the blue print and it does not bear endorsement of approval by local authority. The approval for construction or completion certificate issued by Bhavnagar Municipal Corporation are not in the file, but at present the said plot is open plot hence it does not affect the title adversely.
4. The said land was recorded in the name of Shri Rameshwarbhai Trivedi in City Survey records, Bhavnagar. With the introduction of City Survey in Bhavnagar, City Survey Department issued sanad ward no. 7, sheet no. 240, Sur. No. 2451 admeasuring 1084.97sq.mtrs. Copy of the same is in the file. Shri Rameshwarbhai Trivedi deposited occupancy price (O.P) Rs. 1,956.57/- at Collector office as the land belonged to the government on 26/2/1969. The same was recorded by City Survey Superintendent at Tika No.240 vide entry no.20 and Shri Rameshwarbhai M. Trivedi declared as permanent owner as possession of the plot is with him. In City Survey sanad also there is no name of Bhavnagar Mahanagarpalika as owner of the land but the member's name and the society's name are mentioned. Thus, it becomes clear that the property is not a lease hold property and the right has been permanently given to members of the society i.e. Rameshwar M. Trivedi. Thus, the properties become free hold property instead of lease hold property.
5. It appears that Bhavnagar Nagarpalika issued Rajachitthy No. 63 on 20/5/1980 for Plot no. 15 and permission was granted to Dr. Rameshwarbhai Trivedi as



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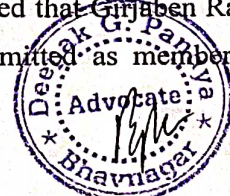
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member of the Shakti Co-Op. Housing Society to construct building thereat. Copies the said raja chithy with approved plan are in the file.

6. Shri Rameshwarbhai M. Trivedi died on 30/10/1989 at Lathi. He has made a registered will no. 187/1977 dated 4/3/1977 of his property and he has declared his heirs- (1) Mrs. Girjalaxmi - elder wife, (2) Mrs. Mangalalaxmi - younger wife, (3) Pramodrai Rameshwar Trivedi, (4) Hasmukhrai Rameshwar Trivedi, (5) Rajendra Rameshwar Trivedi, (6) Kokilaben Rameshwar Trivedi, (7) Bhavnaben Rameshwar Trivedi, (8) Anilkumar Rameshwar Trivedi, (9) Bharatkumar Rameshwar Trivedi, (10) Mukehkumar Rameshwar Trivedi, (11) Manojkumar Rameshwar Trivedi and it was stipulated there under that ground floor portion of the property at Shakti Housing Society plot no. 15 known as 'Rajmukul' total 1200 sq. yds. (600 sq. yds. open plot + 600 sq. yds. building) will be allotted to his younger wife Mrs. Manglalaxmi and first floor to his elder wife Mrs. Girjalaxmi and right of way will be common. It was further averred that Mrs. Girjalaxmi is educated and her son Pramodrai is also educated and serving as doctor at Khutavada, Tal. Mahuva while his second son Hasmukhrai is also a doctor and his third son Rajendra is also earning by doing business and their daughters Bhavnaben and Kokilaben are married and are happy with their in-laws. It has been further averred that four sons by younger wife are studying and the open space at the bungalow admeasuring 600 sq. yds. is bequeathed to all the four sons of Manglalaxmi. It has been further averred that the movable assets have already been settled and nothing is required to be done about the same.
7. Dr. Rameshwar M. Trivedi had executed another will which does not bear date but the will is on stamp paper wherein the date mentioned is 27/1/1988 under which it has been stipulated that Mrs. Girjalaxmi Rameshwar Trivedi and Manglalaxmi are nominated as heirs in respect of plot no. 15 at Shakti Co-Operative Housing society Adm.1244 Sq.yds. and Mrs. Girjalaxmi Rameshwar Trivedi and Manglalaxmi are nominated as heirs in respect of plot No.15 at Shakti Co. - Op. Housing Society.
8. Shri Rameshwar M. Trivedi died on 30/10/1989 and on the basis of his last will and death certificate Shri Shakti Co-Op. Housing Society passed the resolution no. 4 dated 26/5/1991 under which it was resolved that Girjalaben Rameshwarbhai and Manglaben Rameshwarbhai are jointly admitted as members of the said



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- society. Mrs. Girjaben Rameshwarbhai and Manglaben Rameshwarbhai have paid the occupancy price, interest, price of share and lease interest on 22/8/1993.
9. Mrs. Bhavnaben Kiritkumar Trivedi and Mrs. Kokilaben Dineshchandra Trivedi - daughters of Shri Rameshwarbhai Trivedi have voluntarily relinquished their rights from the said property on 15/9/1993. The Kabuliyat dated 21/9/1993 executed by [1] Girjalaxmi Rameshwarbhai Trivedi, [2] Manglalaxmi Rameshwarbhai Trivedi, [3] Pramodbhai Rameshwarbhai Trivedi, [4] Hasmukhbhai Rameshwarbhai Trivedi, [5] Rajubhai Rameshwarbhai Trivedi, [6] Bharatbhai Rameshwarbhai Trivedi, [7] Mukeshbhai Rameshwarbhai Trivedi, [8] Manojbhai Rameshwarbhai Trivedi stating that they have been holding the said property jointly with Anilkumar Rameshwarbhai Trivedi and they have No Objection if Anilbhai Rameshwar Trivedi makes construction on the open portion of the plot. Copy of the said Kabuliyat is in the file. On the basis of death certificate of Rameshwarbhai Mohanbhai and affidavit of Bhavnaben and Kokilaben the entry no. 80 dated 27/9/1993 was made and the property was recorded in the joint names of [1] Girjalaxmi Rameshwarbhai Trivedi, [2] Manglalaxmi Rameshwarbhai Trivedi, [3] Pramodbhai Rameshwarbhai Trivedi, [4] Hasmukhbhai Rameshwarbhai Trivedi, [5] Rajubhai Rameshwarbhai Trivedi, [6] Anilbhai Rameshwarbhai Trivedi, [7] Bharatbhai Rameshwarbhai Trivedi, [8] Mukeshbhai Rameshwarbhai Trivedi, [9] Manojbhai Rameshwarbhai Trivedi.
10. It appears that addition and alteration of the building plan for plot no. 15/A was presented for approval and Bhavnagar Mahanagarpalika issued Rajachitthy no. 217 dated 29/9/1993. Copy of the said rajachitthy along with copy of approved plan is in the file. The Bhavnagar Mahanagarpalika issued Raja chitthy no. 226 dated 4/10/1993 to Girjaben R. Trivedi and Manglaben R. Trivedi for sub-division of plot no. 15 into 15/A, 15/B and 15/C. Copy of the said rajachitthy along with approved layout plan is in the file. As per the approved plan the area of plot no. 15/A is 547.72 sq. mtrs. having existing built-up area of 192.56 sq. mtrs.
11. Agreement between first part - (i) Rajubhai Trivedi (ii) Hasmukhbhai Trivedi (iii) Girjaben Rameshwarbhai Trivedi, second part - (i) Bharatbhai (ii) Mukeshbhai (iii) Manglaben, third part - (i) Pramodbhai (ii) Manojkumar, forth part - Anilkumar under which partition of plot no. 15 between them was recorded on 17/11/1993. The same has been notarized by Shri Trambaklal Patel.

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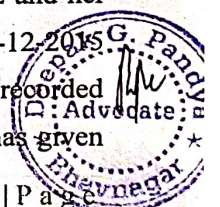
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public. This agreement is not registered according to law and it has been executed in compliance of the registered will no. 187/1977. dated 4/3/1977. As per the agreement plot no. 15/A ground floor was received by Shri Rajubhai Trivedi and Hasmukhbhai (first part) while Girjaben will have permanent right in the portion of both Rajubhai Trivedi and Hasmukhbhai. Similarly Bharatbhai and Mukeshbhai (second part) received first floor of plot no. 15/A while Manglaben will have permanent right in the portion both Bharatbhai and Mukeshbhai. The agreement was also executed for plot no. 15/B and 15/C with which we are not concerned. In the City Survey records the entries no. 140, 141 and 142 dated 26/11/1993 were made on the basis of the will and the agreement. On the basis of sub-division the entry no. 143 dated 6/1/1994 was made in City Survey Records by measuring the portion as 15/A, 15/B and 15/C and on the basis of the same the Survey No. 2451 was divided into 2451/A, 2451/B and 2451/C and sketch were issued.

12. The society was not managed properly hence District Registrar Co-Op. Society passed the interim order No. ફડચ૧૯૮૪/૩૯૧/૪-બ/ dated 12/7/1994 to appoint liquidator of the society and subsequently final order No. ફડચ/૮૫૮૭ ફ/ઉપર/બ-૧૯૮૪/૪૩૦/૪ dated 19-22/7/1994 was passed and Shri K.B.Upadhyay was appointed as liquidator. After completing all the procedure by liquidator K.B.Upadhyay the registration of Shakti Co.-Operative society is cancelled vide order No. ફડચ૧૯૮૫/૫૯૬/૪-બ/૦૧/ dated 28/8/1995. We have been orally informed by you that the records regarding the liquidation procedure are not available at the office of Registrar of the Co-Operative Housing Societies; hence the liquidation order for arrangement of the property is not in the file but the liquidator has reported that the whole procedure of liquidation has been completed by him and thereupon the final order has been passed.

13. The said plot no. 15/A, 15/B and 15/C were amalgamated and then again sub-divided into 15/A. (Adm.560.49 sq. mtrs.) and 15/B & C (Adm. 521.24 sq. mtrs.) as per Raja chhitthy No. 17 dated 30/3/2015 issued by Bhavnagar Mahanagarpalika. The copy of Raja chhitthy and approved plan are in the file.

14. Mrs. Girjalaxmiben – Wife of Rameshbhai Trivedi died on 30-03-2012 and her names was deleted from city Survey Record vide Entry No.12574 Dt.21-12-2015 and Hasubhai, Pramodbhai, Rajubhai, Kokilaben and Bhavnaben were recorded as co-owners of Plot No.15/A. Shri Pramodbhai, Rameshbhai Trivedi has given



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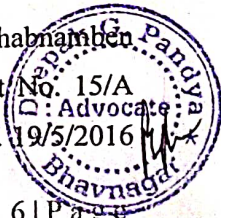
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Power of Attorney Vide Regd. No.3182/2015 Dt.23-09-2015 and Bhavnaben Rameshbhai Trivedi – wife of Kiritkumar Trivedi has a given power of Attorney (which is notarized on 25/09/2015 at Gandhinagar) to their sister Kokilaben Rameshbhai Trivedi - wife of Dineshbhaichandra to sing, execute and for Regd. of the Release Deed. The said Power of Attorney are attached with the Release Deed No.3651/2015 Dt.02-11-2015 was executed by [1] Kokilaben Rmeshbhai Trivedi wife of Dineshchandra Trivedi for self and constituted Attorney of [2] Pramodbhai Remeshbhai Trivedi and [3] Bhavnaben Rameshbhai Trivedi wife of Kiritkumar Trivedi in favour of Hasubhai @ Hasmukhbhai Rameshbhai Trivedi. Subsequently, theanother co-owner Rajubhai @ Rajendrabhai Rameshbhai Trivedi executed Release Deed No.3844 Dt.16-11-2015 in favour of Hasubhai @ Hasmukhbhai Rameshbhai Trivedi. Thus, Hasubhai @ Hasmukhbhai Rameshbhai Trivedi become sole owner of undividedun-demarcate 25% share of free hold Plot No.15/A. the entry same was made in city Survey No.12903 Dt.22-04-2016.

15. Shri Hasubhai @ Hasmukhrui Rameshwar Trivedi sold his 25% undivided un-demarcated portion of plot no. 15/A admeasuring 140.13 sq. mtrs. along with construction thereon to Shabnamben Kutubhbhai Kapasi vide Regd. Sale Deed no.1751/2016 dated 19/05/2016. He made affidavit declaring the facts that the title of the captioned property is clear.

16. The name of Shabnamben Kutubhbhai Kapasi was mutated in the City Survey records vide Entry No.13145 Dt.02-07-2016 the revenue cess and education cess have been paid on 15/9/2016 and Revenue Talati for City Sur. Ward no. 7 has issued no due certificate on 15/9/2016. The said certificate and the receipts are in the file.

17. Shabnamben Kutubhbhai Kapasi have also purchased another 75% portion of the said Plot no. 15/A from remaining co-sharers by three different sale deeds - (1) Sale Deed No. 949/2014 dated 12/3/2014 executed by Rajubhai @ Rajendraprakash @ Dr. Rajendrakumar Rameshwar Trivedi in favour of Shabnamben Kutubhbhai Kapasi for undivided un - demarcated 25% portion of plot No. 15/A admeasuring 140.50 sq.mtrs. (2) Sale Deed No. 1888/2016 dated 01-06-2016 executed by Bharatbhai Rameshwar Trivedi in favour Shabnamben Kutubhbhai Kapasi for undivided un-demarcated 25% portion of plot No. 15/A admeasuring 140.50 sq.mtrs. and (3) Sale Deed No. 1752/2016 dated 19/5/2016



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- executed by Mukeshbhai Rameshwar Trivedi in favour Shabnamben Kutubbbhai Kapasi for undivided un-demarcated 25% portion of plot No. 15/A admeasuring 140.50 sq.mtrs. Thus, Shabnamben Kutubbbhai Kapasi becomes sole owner of whole property i.e. plot no. 15/A.
18. Thereafter, executed Cancellation Notarize Agreement for Sale between [1] Bharatsinh Ghansyamsinh Gohil [2] Khaimjibhai Shamjibhai Patel and [3] Ketanbhai Pradipbhai Parmar and [1] Rajendrabhai urfe Rajubhai R. Trivedi [2] Dr.Hasmukhbhai R. Trivedi [3] Dr.Mukeshbhai R. Trivedi and [4] Bharatbhai R. Trivedi vide Notarized serial no.1117/2017 dtd.07-10-2017 regarding the said property.
19. Thereafter, Special Civil Suit No.63/2017 was filled before Principal Civil Judge Bhavnagar Regarding Declaration and permanent Injection of the said property and Regd. Leasependas Notice No.2331 No.17-07-2017 was Register before the sub Registrar office Bhavnagar.
20. Thereafter, plaintiff of the Special Civil Suit No.63/2017 withdraw the said suit vide Exh. No.14 and in result of that the senior Civil Judge order for disposed of Civil Suit on 18-11-2017.
21. Thereafter, Bhavnagar Mahanagarपालिक issued by Resolution No.1164 Dt.20-01-2018 in the name of Shabnamben Kutubbbhai Kapasi.
22. Thereafter, Public notice was issued in "Saurashtra Samachar" about title clear of the property before purchase on 02-02-2020 and not received any objections till the date. (for Plot No.15/A)
23. Thereafter, Shabanmben Kutubbbhai Kapasi executed Notarised Affidavit for Title clears certificate vide Serial No.2572/20 on 05-02-2020 for Plot No.15/A.
24. Thereafter, in result of disposal of the said suit no.63/2017 the Regd. Lease pendas Notice No.2331 on 17-07-2017 was cancelled vide Reg. Document No.2088 dtd.29/6/2020 for Plot No.15/A.
25. Thereafter, Shabanamben Kutubbbhai Kapasi executed Regd. Sale Deed No.754 Dt.13-02-2020 in favour of Karan Developers Partnership Firm – Partners [1] Hareshbhai Mansukhbhai Rajyaguru and [2] Hemant Rasiklal Vora regarding Plot No.15/A.
26. Thereafter, Bhavnagar Mahnagarपालिका issued a Resolution No.4253 Dt.29-03-2020 in the name of Karan Developers Partnership Firm – Partners [1] Hareshbhai Mansukhbhai Rajyaguru and [2] Hemant Rasiklal Vora.



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27.

I HAVE EXAMINED THE ALL DOCUMENTS AND REVENUE RECORDS OF THE SAID PROPERTY. I AM OF THE OPINION THAT THE TITLE OF THE PROPERTY DESCRIBED HEAR UNDER IN DETAILED OWNED AND POSSESSED BY KARAN DEVELOPERS A PARTNERSHIP FIRM IS CLEAR, MARKETABLE AND FREE FROM ENCUMBRANCES. I HAVE TAKEN THE SEARCH OF LAST 30 YEARS FROM THE SUB REGISTRAR OFFICE-BHAVNAGAR-1 CITY VIDE RECEIPT NO. 2020011010633 DTD. 21-10-2020.

:: Description of Property ::

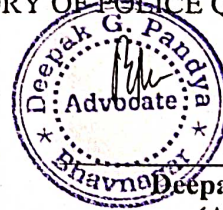
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BOUNDARY

NORTH : BOUNDRY OF PLOT NO. 16
SOUTH : BOUNDRY OF PLOT NO. 15/B & C
EAST : 17.70 Mtrs. PUBLIC ROAD
WEST : BOUNDRY OF POLICE QUARTERS

Bhavnagar

Date: 21-10-2020



Deepak G. Pandya
(Advocate)

(THE SAID TITLE CLEAR CERTIFICATE IS ONLY FOR RERA REGISTRATION)

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