

**IDRISH BENGALI & ASSOCIATES**

ADVOCATES (High Court)

Law firm since 1980

IDRISH M. BENGALI
B.A., LL.M.IRFAN I. BENGALI
B.Sc., LL.B.TAIMINA I. BENGALI
B.Com., LL.B.

E-mail : irfanbengali@yahoo.com

IB Law Chambers, B/h. City Gold Cinema, Nr. Railway Line, Ashram Road, Ahmedabad - 380 009. PH.: 079-26586657/58

To
Town Planning Officer
Gujarat Real Estate Regulatory Authority
4th Floor, Sahyog Sankul, Sector-11,
Gandhinagar-382010.
 Ph. No. 079-23258659

Dear Sir,

Ref.: RERA Registration of the project "HIMALAYA FALAKNUMA"

Sub: ENCUMBRANCE STATUS

This is to certify that, I the undersigned has investigated the title of the immovable property which is more particularly described herein under "Schedule of the property", which developed by **M/s.HIMALAYA DEVELOPERS**, a **Partnership Firm**(Hereinafter referred as owner). By pursuing the title deeds relating thereto and taking necessary searches I am of the opinion that the titles of the owner in respect of the said property are clear, marketable and free from all encumbrances charges except the charge of Indian Bank, MSME Branch, Ahmedabad of Rs. 89.00 Crores term loan, Plus Rs. 11.00 Crores Loan from Indian Bank under IND GECLS 2.0 COVID-19, totaling to Rs. 100.00 Crores.

SCHEDULE OF THE PROPERTY

All that piece and parcel of the land situated at N.A. Land Plot of Final Plot No. 39, O.P.No.39, T.P. Scheme No. 83(Vejalpur – Gyaspur - Maktampura), Survey No. 628and Mouje: Vejalpur, Taluka: Vejalpur, District & Sub-District: Ahmedabad, admeasuring about 12808.00 Sq.Mtr. in the state of GUJARAT. Upon that land **M/s. HIMALAYA DEVELOPERS**, a **Partnership Firm**,is going to construct residentialblocks under name and style of "**HIMALAYA FALAKNUMA**".

Yours truly,
 For, **IDRISH BENGALI & ASSOCIATES**

For,


 Advocate/Partner

Date: 19-11-2021

Place: Ahmedabad



THE KALUPUR COMMERCIAL
CO-OP BANK LTD
VASTRAPUR BRANCH
AHMEDABAD - 380015

GUJ/SOS/A/TM/AV/73/2006

भारत 27336

178453

SPL ADH गुजरात

NOV 22 2021



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सत्यमेव जयते
INDIA

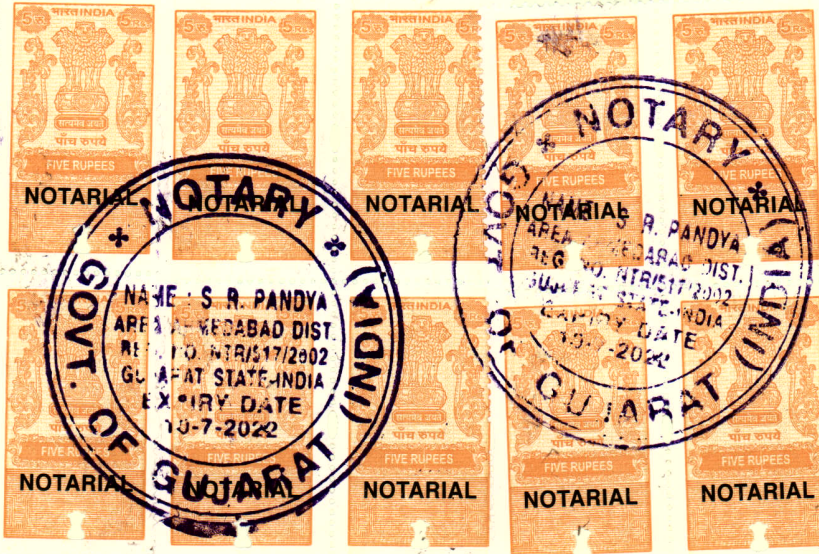
STAMP DUTY GUJARAT

Serial No. A-1255-2021

S. R. Pandya

NOTARY
S. R. PANDYA

23 NOV 2021



FORM 'B'
[(See rule 3(4)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE
PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

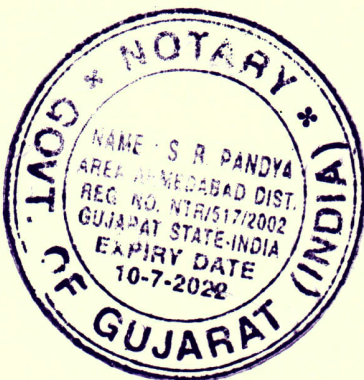
Affidavit cum Declaration

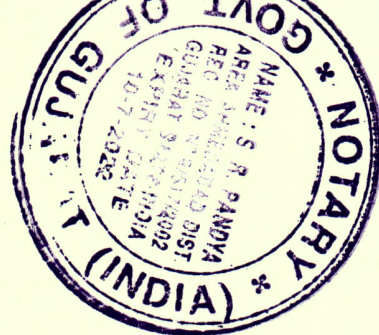
Affidavit cum declaration of Mr. Irshad Idris Bangali Promoter/Duly Authorized by the promoter of M/s. HIMALAYA DEVELOPERS, Promoter of the proposed project namely "HIMALAYA FALAKNUMA" N.A. Land situated at Final Plot No. 39, O.P.No.39, T.P. Scheme No. 83 (Vejalpur – Gyaspur - Maktampura), Survey No. 628 and Mouje: Vejalpur, Taluka: Vejalpur, District & Sub-District: Ahmedabad, admeasuring about 12808.00 Sq. Mtr. In the state of Gujarat duly authorized by the promoter's project, vide its/his/their authorization dated – 12th October, 2020.

I, Mr. Irshad Idris Bangali Promoter of the proposed project / duly authorized by the partners of the proposed project of HIMALAYA FALAKNUMA do hereby solemnly declare, undertake and state as under:

1. I, Mr. Irshad Idris Bangali promoter of M/s. HIMALAYA DEVELOPERS have a legal title to the land on which the development of the proposed project is to be carried out

Contd...





//2//

AND

A legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

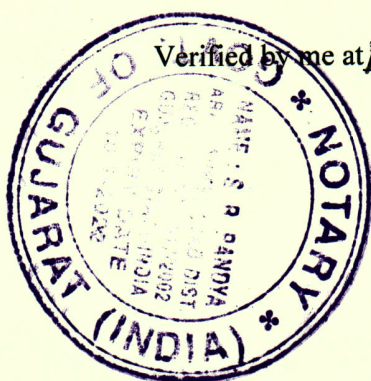
2. The said land is free from all encumbrances except, there is a charges of Indian Bank, MSME Branch, Ahmedabad of Rs. 89.00 Crores term loan, Plus Rs. 11.00 Crores Loan from Indian Bank under IND GECLS 2.0 COVID-19, totaling to Rs. 100.00 Crores.
3. The time period within which the project shall be completed by promoter is **28.02.2025**
4. Seventy percent of the amounts realised by promoter for the real estate project from the allottees from time to time, shall be deposited in a separate account to be maintained in a sheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. The amount from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. The amounts from the separate account shall be withdrwan after it is certified by an engineer, an architect and a chartered accountant on practice that the withdrwal is in proportion to the percentage of completion of the project.
7. The Promoter shall get the account audited within 6 (six) months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. The Promoter shall take all the pending approvals on time, from the competent authorities.
9. The Promoter has furnished such other documents as have been prescribed by the rules and regulation made under the act.



Deponent

Verification

The contents of my above affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.



Verified by me at Ahmedabad on this 23 day of NOV 2021

23 NOV 2021
1207/2021

BEFORE ME
S. R. Pandya
S. R. PANDYA
NOTARY
GOVT. OF GUJARAT

Deponent

23 NOV 2021



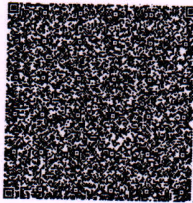
ભારત સરકાર
Unique Identification Authority of India
Government of India

નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 1249/01206/00083

To
બંગાળી ઈર્શદ
Bangali Irshad
S/O: Idrishbhai
1
sardar smruti society
maktampura
near s.o.g
Ahmedabad City
Chhapura
Ahmedabad Gujarat - 380055
9888710799

Signature valid

Digital Signature
AUTHORITY OF INDIA
Date: 2018-07-10 15:52:27
IST



QR Code with Photograph

તમારો આધાર નંબર / Your Aadhaar No. :

8868 6310 7561

VID : 9139 0218 3605 9811

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



બંગાળી ઈર્શદ
Bangali Irshad
જન્મ તારીખ/DOB: 11/11/1980
પુરુષ/ MALE

8868 6310 7561

VID : 9139 0218 3605 9811

મારો આધાર, મારી ઓળખ

NAME: S. R.
AREA: AHMEDABAD
REG. NO: NTP
GUJARAT STATE
EXPIRY DATE:
10-7-2018



Government of India



સૂચના

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નહિ.
- ઓળખાણનું પ્રમાણ ઓનલાઈન ઓથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો.
- આ ઇલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- આધાર દેશભરમાં માન્ય છે.
- આધાર ભવિષ્યમાં સરકારી અને બિન-સરકારી સેવાઓનો લાભ મેળવવામાં ઉપયોગી થશે.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

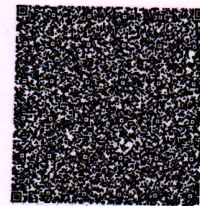
Signature



ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

સરનામું :
S/O: ઈદ્રિશભાઈ, 1, સરદાર સ્મૃતિ સોસાયટી,
અસ.ઓ.જી.વી.પાસે, મકતામપુરા, અમદાવાદ શહેર,
અમદાવાદ,
ગુજરાત - 380055

Address:
S/O: Idrishbhai, 1, sardar smruti society,
near s.o.g, maktampura, Ahmedabad
City, Ahmedabad,
Gujarat - 380055



QR Code with Photograph

8868 6310 7561

VID : 9139 0218 3605 9811

Help ID: 1800-121-0000

www.uidai.gov.in

Date :1-8-17

TITLE SEARCH REPORT

Reg: Investigation of the titles of the property
being non agricultural land bearing
Survey No.628, Khata No.2238,
admeasuring 21347 Sq.Mtrs., T.P.S.
No.83, F.P. No.39 admeasuring 12748
Sq.Mtrs. of Village Vejalpur, Taluka
Vejalpur, District Ahmedabad

Owner: M/s. Himalaya Developers

In pursuance to the request of partners of M/s.
Himalaya Developers, the owner of the land of Survey
No.628 admesuring 21347 Sq.Mtrs., T.P.S. No.83, F.P.
No.39 admeasuring 12748 Sq.Mtrs. of Village Vejalpur,
I have investigated the titles of the said land and my
findings to its are as under :

(1) The land of Survey No.628 admesuring 21347
Sq.Mtrs., T.P.S. No.83, F.P. No.39 admeasuring 12748
Sq.Mtrs. of Vejalpur is non agriculture land.

(2) Rasulbhai Pirbhai Pinjara (Mansuri) was the
occupier of the said land and his name was shown as
the owner and occupier of the said piece of land in
Village Form No.7 & 12 and therefore by Mutation Entry
No.35 dtd.8-2-56 Rasulbhai Pirbhai Pinjara (Mansuri)
was considered as perpetual owner and occupier of the
said piece of land.



[Handwritten signature]

(2)

(3) Name of Bhalabhai Mathurbhai was shown as ganotiya, but he was not cultivating the land and therefore his name was deleted from revenue record by Mutation Entry No.589 dtd.8-9-57.

(4) Mutation Entry No.628 dtd.29-12-57 is not related to this land.

(5) On the basis of the order of revenue authority dtd. 14-10-58, Mutation Entry No.728 dtd.22-10-58 was made in revenue record and it was confirm that the land owner is entitled to continue with the possession of the said land and to cultivate the same.

(6) Names of Mohmadyusuf Rasulbhai, Jafarhusen Rasulbhai, Hajibhai Rasulbhai, Jamalbhai Rasulbhai, Mehmudbhai Rasulbhai, Mohmadshafi Rasulbhai, and Ahmedhusen Rasulbhai were entered in revenue record as co-owners of the said land by Mutation Entry No.2056 dtd.11-1-71.

(7) Said Rasulbhai Pirbhai died on dtd.24-4-90 and names of his sons was in revenue record, his name was deleted Mutation Entry No.10104 dtd.5-5-14.

(8) Mutation Entry No.12959 dtd.20-11-09 is related to correction in computerized record in respect of land of Survey No.628.

(9) Mutation Entry No.13190 dtd.27-4-10 is related to charge in favour of Bombay Merchantile Bank, but the

(3)

said entry was not certified and therefore new Entry No.13349 dtd.2-8-10 was made in revenue record and same was certified. Thereafter, loan was repaid and charge was deleted by Mutation Entry No.16272 dtd. 9-6-16.

(10) Hajibhai Rasulbhai died on dtd.14-10-11 and therefore by Mutation Entry No.14128 dtd.10-1-12, names of Madinabibi Hajibhai, Rubina Hajibhai, Rizwana Hajibhai and Ayan Hajibhai were entered in revenue record as successors of said deceased.

(11) Mutation Entry No.14422 dtd.20-8-12 is related to an order in appeal against mutation entry creating charge in favour of the bank.

(12) Ahmedhusen Rasulbhai waived his right from the said land in favour of his real brother Mohmadshafi Rasulbhai by registered release deed dtd.29-4-16 and therefore Mutation Entry No.16263 dtd.31-5-16 was made in revenue record and thereby name of Ahmedhusen Rasulbhai was deleted.

(13) The land of Survey No.628 was owned and possessed by Rasulbhai Pirbhai Pinjara (Mansuri). He was having seven sons and five daughters. He died intestate and therefore his all the successors were entitled to the share in the said land.

(14) Deseased Rasulbhai Pirbhai was having seven sons namely Mohmadyusuf Rasulbhai, Jafarhusen



(4)

Rasulbhai, Hajibhai Rasulbhai, Jamalbhai Rasulbhai, Mehmudbhai Rasulbhai, Mohmadshafi Rasulbhai, and Ahmedhusen Rasulbhai.

(15) Deseased Rasulbhai Pirbhai was having five daughters namely Noorbibi Rasulbhai, Khatunbibi Rasulbhai, Rabubibi Rasulbhai, Sufiyabibi Rasulbhai and Mehrunbibi Rasulbhai.

(16) Hajibhai Rasulbhai died and therefore his successors are Madinabibi Hajibhai, Rubina Hajibhai, Rizwana Hajibhai and Ayan Hajibhai.

(17) Mohmadyusuf Rasulbhai died and therefore his successors are MohmadIqbal Mohmadyusuf, Rukaiya Mohmadyusuf, Ruksana Mohmadyusuf, MohmadFaruk Mohmadyusuf, MohmadNoor Mohmadyusuf and PirMohmad Mohmadyusuf.

(18) Khatunbibi Rasulbhai died and therefore her successors are Muzaffar Kasambhai, Suhana Kasambhai, Harun Kasambhai, Nasimben Kasambhai, Jahul Kasambhai, Munavvar Kasambhai, Mukhtyar Kasambhai, Aayshaben Kasambhai and Manjur Kasambhai.

(19) Rabubibi Rasulbhai died and her successors are Madinabibi Jafarbhai, Salmaben Jafarbhai, Rafikbhai Jafarbhai, Iqbal Jafarbhai and Jakir Jafarbhai.

(5)

(20) Noorbibi Rasulbhai died and therefore her successors as Mohmadshafi Gulamali, Yasin Gulamali, Umarbhai Gulamali, Shafwan Mohsin, Sarfaraz Mohsin, Shabana Mohsin, Shabnam Mohsin and Mumtaz Mohsin.

(21) Jafarhusen Rasulbhai, Hajibhai Rasulbhai, Jamalbhai Rasulbhai, Mehmudbhai Rasulbhai, Mohmadshafi Rasulbhai, MohmadIqbal Mohmadyusuf, Rukaiya Mohmadyusuf, Ruksana Mohmadyusuf, MohmadFaruk Mohmadyusuf, MohmadNoor Mohmadyusuf, PirMohmad Mohmadyusuf, Madinabibi Hajibhai, Rubina Hajibhai, Rizwana Hajibhai and Ayan Hajibhai have executed sale deed in respect of said land of Survey No.628 admesuring 21347 Sq.Mtrs., T.P.S. No.83, F.P. No.39 admeasuring 12748 Sq.Mtrs. of Vejalpur in favour of M/s. Himalaya Developers on dtd.4-4-17. Said sale deed was registered with Sub-Registrar, Ahmedabad-10 (Vejalpur) on the same day at Sr. No.1453.

(22) The successors of deceased daughters and living daughters of deceased Rasulbhai Pirbhai have joined as confirming party in the said sale deed. In other words, Mohmadshafi Gulamali, Yasin Gulamali, Umarbhai Gulamali, Shafwan Mohsin, Sarfaraz Mohsin, Shabana Mohsin, Shabnam Mohsin, Mumtaz Mohsin, Muzaffar Kasambhai, Suhana Kasambhai, Harun Kasambhai, Nasimben Kasambhai, Jahul Kasambhai, Munavvar Kasambhai, Mukhtyar Kasambhai, Aayshaben Kasambhai, Manjur Kasambhai, Madinabibi Jafarbhai,



(6)

Salmaben Jafarbai, Rafikbai Jafarbai, Iqbal Jafarbai, Jakir Jafarbai, Sufiyabanu Rasulbai and Mehrunbibi Rasulbai have joined as confirming party in the sale deed and confirm the sale transaction. All of them are paid amount of consideration of their shares as per the the Muslim Law.

(23) In view of the registered sale deed as mentioned above, M/s. Himalaya Developers became the owner and occupier of the said piece of land with clear and marketable titles.

(24) Name of M/s. Himalaya Developers was entered in revenue record by Mutation Entry No.16602 dtd. 12-4-17 and said entry was duly certified by the revenue authority.

(25) The District Collector, Ahmedabad has granted N.A. permission to the said land as per his order No.Jamin-2/NA/SR/1399/16 dtd.24-11-16.

(26) As part of investigation of the titles, I issued public notice in the Gujarat Samachar on dtd.1-5-16. The objection received in response thereto is settled.

(27) Our search cleark has taken search of available sub-registry record as well as available revenue record for a period of last 30 years. I have verified relevant papers and documents produced before me by the party. On verification of such record and papers and documents,

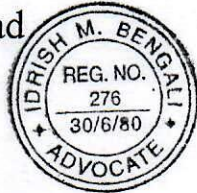
(7)

I have not found any claim and/or encumbrance, charge over the said piece of land.

(28) Looking to the transactions which took place, search of available sub-registry record as well as available revenue record and verification of papers and documents, I am of the opinion that the titles of the land under reference are clear, marketable and beyond reasonable doubts and I therefore certify the rights and titles of the said land as clear and marketable.

Place: Ahmedabad

Date : 1-8-17




Idrish M. Bengali
B.A., LL.M., Advocate

DESCRIPTION OF THE PROPERTY

All that piece and parcle of property being non agricultural land bearing Survey No.628, Khata No.2238, admeasuring 21347 Sq.Mtrs., T.P.S. No.83, F.P. No.39 admeasuring 12748 Sq.Mtrs. of Village Vejalpur, Taluka Vejalpur, District Ahmedabad and bounded as follows :

East : Road

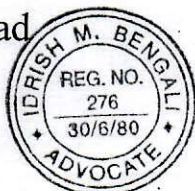
West : Al-kamar Society

North: Road

South: Road

Place: Ahmedabad

Date : 1-8-17




Idrish M. Bengali
B.A., LL.M., Advocate

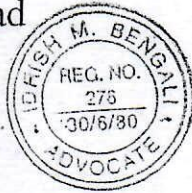
Date : 1-8-17

NON-ENCUMBRANCE CERTIFICATE

This is to certify that we have investigated the titles of the property being non-agricultural land bearing Survey No. 628, Khata No.2238, admeasuring 21347 Sq.Mtrs., T.P.S. No.83, F.P. No.39 admeasuring 12748 Sq.Mtrs. of Mouje Vejalpur, Taluka Vejalpur, District Ahmedabad of M/s. Himalaya Developers. We have taken search of available sub-registry record as well as revenue record. We found no charge, lien and/or encumbrance over the said property. We therefore certify that there is no encumbrance of any nature over the said property in any manner.

Place: Ahmedabad

Date : 1-8-17




Idrish M. Bengali
B.A., LL.M., Advocate



Date :1-8-17

TITLE CLEARENCE CERTIFICATE

Reg: Investigation of the titles of the property
 being non agricultural land bearing
 Survey No.628, Khata No.2238,
 admeasuring 21347 Sq.Mtrs., T.P.S.
 No.83, F.P. No.39 admeasuring 12748
 Sq.Mtrs. of Village Vejalpur, Taluka
 Vejalpur, District Ahmedabad

Owner: M/s. Himalaya Developers

In pursuance to the request of partners of M/s. Himalaya Developers, the owner of the land of Survey No.628 admesuring 21347 Sq.Mtrs., T.P.S. No.83, F.P. No.39 admeasuring 12748 Sq.Mtrs. of Village Vejalpur, I have investigated the titles of the above piece of land. Our search cleark has taken search of available sub-registry record as well as available revenue record for a period of last 30 years. I have verified the relevant papers and documents produced to me. I have not found any charge, lien and/or encumbrance over the said piece of land. On such searches and verification of documents, I am of the opinion that the titles of the land under reference are clear, marketable and beyond any reasonable doubts. I accordingly, certify the rights and tiles as clear and marketable.

Place: Ahmedabad

Date : 1-8-17




 Idrish M. Bengali
 B.A., LL.M., Advocate

(2)

DESCRIPTION OF THE PROPERTY

All that piece and parcle of property being non agricultural land bearing Survey No.628, Khata No.2238, admeasuring 21347 Sq.Mtrs., T.P.S. No.83, F.P. No.39 admeasuring 12748 Sq.Mtrs. of Village Vejalpur, Taluka Vejalpur, District Ahmedabad and bounded as follows :

East : Road

West : Al-kamar Society

North: Road

South: Road

Place: Ahmedabad

Date : 1-8-17




Idrish M. Bengali
B.A., LL.M., Advocate