

AIYUB H. MIR

Advocate

106, Aakar Arcade, Sanand-Ahmedabad Highway, Sanand, Dist- Ahmedabad-382 110.

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TO WHOMSOEVER IT MAY CONCERN

THIS IS TO NOTIFY THAT OTHER THAN THE PROJECT LOAN OF RS. 3,00,00,000/- (RUPEES THREE CRORE) PROCURED FROM THE KARUK VYSYA BANK LTD., THERE IS NO CHARGE OR ENCUMBRANCE ON THE TITLE OF THE PROJECT OF "RIVIERA GEEN BUNGLOWS." CONSTRUCTED AND DEVELOPED ON THE BELOW MENTIONED LAND.

REVENUE SURVEY NO. 273/2

KHATA NO. : 6017

FINAL PLOT NO. : 33/2

VILLAGE : SANAND

TEHSIL : SANAND

TPS : 2 (SANAND) OF VILLAGE SANAND

DATED THIS 20TH DAY OF FEBRUARY, 2019.



Aiyub H. Mir

(Advocate)

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Advocate

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TITLE CERTIFICATE

Re: In the matter of investigation of title to Non Agricultural Residential Use Land bearing Revenue Survey No.273/2 admeasuring 10168 sq. mts., now given Final Plot No. 33/2 admeasuring 6101 sq. mts. of Town Planning Scheme No. 2 (Sanand) situated, lying and being at Mouje Village: Sanand, Taluka: Sanand, Dist. Ahmedabad belonging to M/S. RIVIERA REALITY a partnership firm.

This is to certify that I have taken necessary searches with available records of sub registrar office and revenue records for last 30 years and investigated the title for the land which is more particularly described in the schedule here under written. I had issued a public notice in the Gujarati daily news paper "Sandesh" on 12/02/2019 inviting objections if any from the public in general for issuing my title clearance certificate in relation thereto and in response to the said public notice I have not received any objection from any person, body or authority.

That By Declaration-Cum-Indemnity dated 20/02/2019 made On Oath by said M/S. Riviera Reality a partnership firm represented by its Partner Devendrasinh Vinubhai Vaghela i.e. present parties duly attested by a Notary Public, has declared that the land in question is its self-acquired personal property and that other than project loan of Rs. 3,00,00,000/- procured from The Karur Vysya Bank Ltd., no other person, body or authority has any right, title and interest in the said land and the same has not been mortgaged, charged, assigned, leased or dealt with in any other manner of whatsoever nature and believing the same to be true, correct and trustworthy and also believing the revenue records/ documents/ papers/ copies etc furnished in the case file shown to me to be true and genuine, and also based upon the information given by the owner that no transfer/agreement was made in respect of the land during the period for which the record is not available which would make the title defective.

I have not found any charge or encumbrance of whatsoever nature existing on the said land other than the project loan of Rs. 3,00,00,000/- procured from The Karur Vysya Bank



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Ltd. and hereby, I opine that the said land is clear, marketable, free from all charges or encumbrances and free from reasonable doubts subject to,

01. The prevailing laws in force.
02. Fulfillment of conditions laid down in N.A Order.
03. Charge of The Karur Vysya Bank Ltd.

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel free hold Non Agricultural Residential Use Land bearing Revenue Survey No.273/2 admeasuring 10168 sq. mts., now given Final Plot No. 33/2 admeasuring 6101 sq. mts. of Town Planning Scheme No. 2 (Sanand) situated, lying and being at Mouje Village: Sanand, Taluka: Sanand, Dist. Ahmedabad.

DATED THIS 20th DAY OF FEBRUARY, 2019.



Aiyub H. Mir

A handwritten signature in blue ink, appearing to be "Aiyub H. Mir".

(Advocate)

AIYUB H. MIR

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REPORT ON TITLE

Sub: In the matter of investigation of title to Non Agricultural Residential Use Land bearing Revenue Survey No.273/2 admeasuring 10168 sq. mts., now given Final Plot No. 33/2 admeasuring 6101 sq. mts. of Town Planning Scheme No. 2 (Sanand) situated, lying and being at Mouje Village: Sanand, Taluka: Sanand, Dist. Ahmedabad belonging to M/S. RIVIERA REALITY a partnership firm.

I have taken necessary searches of revenue records and available records of the sub-Registrar Records of Sanand and certain documents, deeds, papers, permission for issuing title certificate and report of Non Agricultural Residential Use Land bearing Revenue Survey No.273/2 admeasuring 10168 sq. mts., now given Final Plot No. 33/2 admeasuring 6101 sq. mts. of Town Planning Scheme No. 2 (Sanand) situated, lying and being at Mouje Village: Sanand, Taluka: Sanand, Dist. Ahmedabad belonging to M/S. Riviera Reality a partnership firm having it's registered office at Riviera Greens Bungalows, Near G.E.B. office Sanand, Dist. Ahmedabad. (hereinafter referred to as the "said land") and I opine on the title to the said land more particularly described in the schedule hereunder written as under:

01. That from the searches of the available records by the Mamlatdar, Sanand Taluka, Talati Mouje Sanand and Sub-Registrar, Sanand as also on scrutiny of certain documents, papers and plans, etc. submitted by the owners, I have found that the said land was under the Joint Family Ownership of Ratilal Veniram wherein Baldevbhai Venibhai brother of Ratilal Veniram was joined as the co-owner of the said land. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.4556 dated 26/08/1941 duly certified by the concerned revenue authority.
02. That thereafter the name of Somchand Gulabchand was recorded as a protected tenant of the said land which was thereafter removed vide the Taluka Order No. T.N.C. dated 05/12/1947 whereby the said land came to the possession of Ratilal Venilal. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.5902 dated 21/09/1948 duly certified by the concerned revenue authority.



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03. That thereafter in consideration of cultivation on the said land by Gulabchand and Manaji Sagramji, their names were entered as being protected tenants of the said land. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.5916 dated 07/10/1948 duly certified by the concerned revenue authority.
04. That thereafter the name of Manaji Sagramji was removed as being a protected tenant of the said land vide the Taluka Order No. T.N.C. whereby the said land came to the possession of Ratilal Venilal. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.6035 dated 09/04/1949 duly certified by the concerned revenue authority.
05. That on application of The Bombay Personal Inams Abolition Act,1952 the said land was absolutely vested unto existing possessors thereof. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.6799 dated 01/08/1955 duly certified by the concerned revenue authority.
06. That thereafter Soma Gulabchand having left the possession as being an ordinary tenant, as per the circular issued in 1956-57 in absence of any ordinary tenant, the name of Soma Gulabchand was removed from the records of the said land. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.7179 dated 25/12/1956 duly certified by the concerned revenue authority.
07. That thereafter partition of the said land was done between Ratilal Veniram and Baldevbhai Veniram whereby the Revenue Survey No. 273 Acre 5-01 Guntha came to the part of Baldevbhai Veniram. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.7692 dated 14/04/1960 duly certified by the concerned revenue authority.
08. That thereafter Patel Baldevbhai Veniram sold the said land to Kantilal Naranbhai and Shamjibhai Girdharbhai as being a conditional sale by registering the conditional sale deed in the office of Joint Sub Registrar, Ahmedabad bearing Serial No. 3343 dated 20/04/1964. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.9346 dated 15/10/1964 duly certified by the concerned revenue authority.



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09. That thereafter Dharamshibhai Manilal and Parsottam Manilal agreed to purchase the said land from Baldevbhai Veniram for a total consideration amount of Rs.14,000/- for which an agreement for sale was created wherein it was mentioned that Bladevbhai Veniram had received Rs.6,000/- and Rs.7,000/- to be paid to Kantilal Naranbhai and Shamjibhai Girdharbhai having purchased the said land conditionally and the rest Rs.1,000 to be paid to Baldevbhai Veniram at the time of handing over the possession of the said land. The aforementioned agreement for sale was recorded in the revenue records till the existence of the aforementioned conditional sale. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.9926 dated 24/11/1964 duly certified by the concerned revenue authority.
10. That thereafter Shamjibhai Girdharbhai died and as per his Will half of the land bearing Revenue Survey No.273 Paiki was granted to his son Popatlal Shamjibhai Thakkar. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.11375 dated 25/11/1974 duly certified by the concerned revenue authority.
11. That thereafter to seek possession of the said land Dharamshibhai Manilal and Parsottam Manilal filed an application before the court which was purchased by them from Baldebhai Veniram and prior to that conditionally purchased by Kantilal Naranbhai and Shamjibhai Girdharbhai. The court rendered possession to Baldevbhai Veniram, asked to deposit Rs.1,000 to the court and on completion of the transaction of conditional sale of Kantilal Naranbhai and Popatlal Shamjibhai the court by its judgment dated 02/09/1975 ordered to remove the names of Baldevbhai Veniram and conditional purchasers Kantilal Naranbhai and Popatlal Shamjibhai from the revenue records and instead enter the names of Dharamshibhai Manilal and Parsottam Manilal. As per the judgment of the said court the Talati in presence of all the parties recorded their statements and entered the names of Dharamshibhai Manilal and Parsottam Manilal in the revenue records. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.14965 dated 27/12/1991 duly certified by the concerned revenue authority.
12. That thereafter owner of the said land Dharamshibhai Manilal sold his half part of land facing railway station road bearing Revenue Survey No. 273 Paiki admeasuring 10168 sq. mtrs. with confirmation of his brother Parsottambhai Manibhai Patel to Bhagwandas Jivrajbhai Patel by registering the sale deed in Sub-Registrar Office, Sanand bearing Serail No. 1033 dated 22/10/1999. Herein rest half of the land bearing Revenue Survey No. 273 Paiki under the ownership of Parsottambhai Manibhai Patel was not sold but nevertheless the name of



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Parsottambhai Manibhai Patel was joined in the aforementioned sale deed because the names of both the brothers jointly existed in the revenue records of the said land. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.17805 dated 22/10/1999 duly certified by the concerned revenue authority.

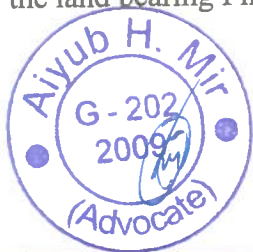
13. That thereafter in consideration of the aforementioned sale of half portion of the said land under the entry no. 17805, Dharamshibhai Manilal withdrew all his rights, share and interests over the remaining portion of the said land under the ownership of Parsottambhai Manibhai Patel. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.18278 dated 03/12/2001 duly certified by the concerned revenue authority.

14. That thereafter as per the letter no. D.R.K.-Pu.Pa.-52/2011 dated 11/10/2011 of District Inspector Land Records, Ahmedabad the said land bearing Revenue Survey No. 273 was divided into two parts and thereby part no. 2 land admeasuring 10168 sq. mts. came to the share of Parsottambhai Manibhai Patel and part no. 1 land admeasuring 10168 sq. mts. came to the share of Bhagwandas Jivrajbhai Patel. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.25099 dated 14/10/2011 duly certified by the concerned revenue authority.

15. That thereafter as per aforementioned entry no. 25099 the said Survey No. 273 was split into two parts however the entry of which not being recorded in the said survey no. the Mamlatdar, Sanand ordered for its recordation vide Order No. E.DHARA/Su.Hukm/Sanand/S.R-34/15 dated 06/04/2015. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.27849 dated 06/04/2015 duly certified by the concerned revenue authority.

16. That thereafter Parsottambhai Manibhai Patel being unable to conduct cultivation himself due to old age added the names of his sons 1) Balbhadrabhai Parsottambhai Pael, 2) Jayeshbhai Parsottambhai Patel and 3) Dashrathbhai Parsottambhai Patel as co-owners of the said land in consideration of their aid and assistance in cultivation. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.28339 dated 02/02/2016 duly certified by the concerned revenue authority.

17. That thereafter the said land bearing Revenue Survey No. 273/2 admeasuring 10168 sq. mts. was included in the Draft Town Planning Scheme No. 2 (Sanand) whereby the land bearing Final Plot No. 33/2 admeasuring 6101 sq. mts. created.



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18. That thereafter District Collector, Ahmedabad vide Order No. CB/CTS-1/N.A/Sanand/Block No. 273/2/S.R. No. 1216/2016 dated 03/09/2016 granted permission to utilize the said land under T.P. Scheme No. 2 bearing Revenue Survey No. 273/2 admeasuring 6101 sq. mts. for residential purpose. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.28926 dated 20/09/2016 duly certified by the concerned revenue authority.
19. That thereafter owners of the said land (1) Parsottam Manilal Patel (2) Balbhadrabhai Parsottambhai Patel (3) Jayeshbhai Parsottambhai Patel and (4) Dashrathbhai Parsottambhai Patel all himself and on behalf of his HUF sold and conveyed the said land bearing Revenue Survey No.273/2 admeasuring 10168 sq. mts., now given Final Plot No. 33/2 admeasuring 6101 sq. mts. of Town Planning Scheme No. 2 (Sanand) to M/S. Riviera Reality a partnership firm represented by its Partner Devendrasinh Vinubhai Vaghela. A Deed of Conveyance in respect thereof was executed by and between them on 04/10/2016 and duly registered with Sub-Registrar, Sanand on same day under Serial No.7382. The entry to that effect was entered in the revenue records of mutation entry book under Serial No.29039 dated 21/10/2016 duly certified by the concerned revenue authority.
20. That during the course of investigation of title to the land in question I had issued a public notice in the Gujarati Daily News Paper "Sandesh" on 12/02/2019 inviting objections if any from the Public in General for issuing my Title Clearance Certificate in relation thereto and in response to said public notice I have not received any objection from any person, body or authority claiming any right, title or interest of whatsoever nature directly or indirectly in the said land.
21. That By Declaration-Cum-Indemnity dated 20/02/2019 made On Oath by said M/S. Riviera Reality a partnership firm represented by its Partner Devendrasinh Vinubhai Vaghela i.e. present party duly attested by a Notary Public, has inter-alia declared therein that the said land in question is its self acquired separate property and that other than project loan of Rs. 3,00,00,000/- procured from The Karur Vysya Bank Ltd., no other person, body or authority has any right, title and interest in the said land and the same has not been mortgaged, charged, assigned, leased or dealt with in any other manner of whatsoever nature and believing the same to be true, correct and trustworthy and also believing the revenue records/ documents/ papers/ copies etc furnished in the case file shown to me to be true and genuine, and also based upon the information given by the owner that no transfer/agreement was made in respect of the land during the period for which the record is not available which would make the title defective.



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22. At present the said land stands in the name of M/S. Riviera Reality a partnership firm in the revenue records concerned and from the search of the records concerned it appears that other than the project loan procured from The Karur Vysya Bank Ltd., there is no charge or encumbrances whatsoever nature thereon.

Thus after taking available revenue and registration record for last 30 years of Sub-Registrar, Sanand and from that and from the information given to me by the said land owner and from the declaration cum indemnity bond filed and believing the same to be true, correct and trustworthy and also believing the documents/copies/papers etc. furnished in their file to be true and genuine, and also based upon the information given by the owner that nothing was done in respect of the said land during the period for which the record is not available which would make the title defective, I hereby opine that the title of the said land, is clear, marketable, free from any charge or encumbrances and free from reasonable doubts subject to:

01. The prevailing laws in force;
02. Fulfillment of conditions laid down in N.A Order.
03. Charge of The Karur Vysya Bank Ltd.

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of Non Agricultural Residential Use Land bearing Revenue Survey No.273/2 admeasuring 10168 sq. mtrs., now given Final Plot No. 33/2 admeasuring 6101 sq. mtrs. of Town Planning Scheme No. 2 (Sanand) situated, lying and being at Mouje Village: Sanand, Taluka: Sanand, Dist. Ahmedabad:

On or towards the North	:	By Land of Survey no. 273/1
On or towards the South	:	By Land of Survey no. 275 and 276
On or towards the East	:	Road
On or towards the West	:	Neliya Road

DATED THIS 20th DAY OF FEBRUARY, 2019.



Aiyub H. Mir

(Advocate)

THE AHMEDABAD DISTRICT
CO-OPERATIVE BANK LTD
MAIN BAZAR ROAD
SANAND - 382110

GUJ/SOS/AUTH/AV/128/2006



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Rs.0000100/-PB5869

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SR. NO. 1193/201
BOOK NO. 3

C. K. SOLANKI
NOTARY
GOVT. OF INDIA

19 FEB 2019

A 1163

Form B

Rules 3 (4) of the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017

Affidavit cum Declaration

Affidavit cum declaration of **Mr. Darshit Shah** duly authorised by **Riviera Reality**, the promoter of the proposed project "**Riviera Greens Bungalows**", vide its authorization dated 4th December 2018;

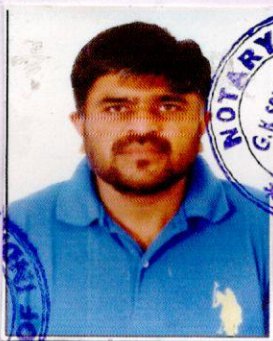
I, **Mr. Darshit shah** duly authorised by **Riviera Reality**, Promoter of the Proposed Project "**Riviera Greens Bungalows**", do hereby solemnly declare, undertake and state as underThat:

1. The Promoter has a legal title to the land on which the development of the project "**Riviera Greens Bungalows**" is to be carried out.
2. The said land is mortgaged as a security in favor of Karur Vyasya Bank towards a facility of project finance of Rs. 3 Crore obtained from Karur Vyasya Bank and the said mortgage is registered vide document number 1174 of year 2019 in the office of Sub Registrar, Bopal, Ahmedabad-09.
3. The time period within which the project shall be completed by us is 31th December, 2023.
4. Seventy percent of the amounts realized by us for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be





- maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. The amounts 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 withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
 7. We shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of account 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. We shall take all the pending approvals on time, from the competent authorities.
 9. We have furnished such other documents as have been prescribed by the rules and regulations made under the act.



For Riviera Reality

D.H. Shah

Mr. Darshit Shah

Authorised Signatory





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 Mr. Darshit shah on this _____ day of _____ 2019.

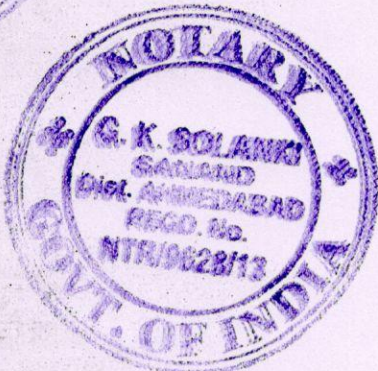


For RIVIERA REALITY

D. H. Shah

Mr. Darshit Shah

Authorised Signatory



SOLEMNLY AFFIRMED
BEFORE ME

G. K. SOLANKI
NOTARY
GOVT. OF INDIA

19 FEB 2019

