

# H DESAI & CO

ADVOCATES & SOLICITORS  
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Ref: No. 26/2021/HHD/KHD of 2022 Date:

## REPORT ON TITLE



Re: IN THE MATTER OF VERIFICATION OF  
TITLE to the Non Agricultural Land for  
multipurpose use situate, lying and being at  
Hebatpur (sim), Taluka Ghatlodiya, in the  
Registration District Ahmedabad and Sub District  
Ahmedabad-9 (Bopal), bearing Block No. 117,  
admeasuring about 6880 Sq.mts., included in  
Draft Town Planning Scheme No. 301 (Bhadaj-  
Hebatpur-Shilaj) and given Final Plot No. 186,  
admeasuring about 3440 sq.mts.

We have undertaken the work of verification of title with respect to the property above referred to, by taking necessary searches with the revenue and sub registry records (Index-II) for a period of last about more than thirty years. We have caused necessary searches to be taken accordingly. We have taken root of title commencing from about 1985, prior to more than thirty years from August, 2022. Our Report on Title is stated hereafter. For detailed facts and particulars reference may be taken from the documents, papers, writings and records referred to herein below.

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A. Description of the Property:

- (1) Property under reference is land of Block No. 117, admeasuring about 6880 Sq.mts., included in Draft Town Planning Scheme No. 301 (Bhadaj-Hebatpur-Shilaj) and given Final Plot No. 186, admeasuring about 3440 sq.mts., situate, lying and being at Hebatpur (sim), Taluka Ghatlodiya, in the Registration District Ahmedabad and Sub District Ahmedabad-8 (Sola) (Hereinafter described as the "Said Land").
- (2) Said Land of Block No. 117, admeasuring about 6880 Sq.mts., has been included in Draft Town Planning Scheme No. 301 (Bhadaj-Hebatpur-Shilaj) and given Final Plot No. 186, admeasuring about 3440 sq.mts., situate, lying and being at Hebatpur (sim), Taluka Ghatlodiya, in the Registration District Ahmedabad and Sub District Ahmedabad-9 (Bopal) (*Reference: Copy of 'F' Form*).
- (3) The Premium for conversion of Said Land from new tenure to old tenure has been paid and Said Land is converted in to old tenure for Non Agricultural purposes, as per the order of District Collector, dated 24<sup>th</sup> February, 2020, bearing Order No. 470/07/060/2020 as per the terms and conditions stipulated therein. (*Reference: Revenue Entry No. 2263, dated 24<sup>th</sup> February, 2020*).
- (4) Non Agricultural Permission for multipurpose use with respect to the Land, admeasuring about 3440 sq.mts., (apparently land of Final Plot Land) is given as per the order of Collector, Ahmedabad, dated 22<sup>nd</sup> June, 2020, bearing No. 1294/07/17/060/2020 as per the terms and conditions stipulated therein. (*Reference: Revenue Entry No. 2276, dated 22<sup>nd</sup> June, 2020*).

B. Devolution:

- (1) Prior to 1975, the entire land of Block No. 117, admeasuring about 6880 sq.mts., belonged to and was registered in the revenue records in the names of Sanka Bava as the land of new tenure allotted in lieu of old Survey No. 131, upon implementation of Scheme of Consolidation by the Government



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in Revenue Village Hebatpur. (Reference: Revenue Entry No. 784, dated 17<sup>th</sup> July, 1966).

- (2) The Said Land has been converted into land of old tenure for agricultural purpose (subject to payment of premium at the time of conversion thereof in to Non Agricultural Land), by an order of Prant Officer, Viramgam, dated 5<sup>th</sup> June, 1982, bearing No. Land/Old Tenure/Vashi/1065. (Reference: Revenue Entry No. 1057, dated 6<sup>th</sup> June, 1982).

- (3) Said –  
Sanga Bava joined by –  
Ramabhai Sangabhai  
and Jivanbhai Sangabhai  
sold and conveyed the Said Land to –  
Chandan Kodhu,  
Shankabhai Becharbhai,  
Baldevbhai Sankabhai,  
by or under a Sale Deed dated 11<sup>th</sup> February, 1985, registered with the office of the Sub Registrar of Assurances, under Sr. No. 2261, in the manner and for the consideration recorded therein. (Reference: Revenue Entry No. 1136, dated 25<sup>th</sup> April, 1985).

Observation:

In the Revenue Entry, the name of Baldevbhai Sankabhai is mentioned as Baldevbhai Becharbhai.

- (4) Thereafter the names of –  
Parvatiben Chandan Kodhu,  
Sajan Chandan,  
Samir Chandan along with –  
Sankabhai Becharbhai and  
Baldevbhai Becharbhai  
were entered in the revenue records as co-owners. (Reference: Revenue Entry No. 1346, dated 5<sup>th</sup> October 1994).

- (5) Said –  
Sankabhai Becharbhai died on 22<sup>nd</sup> December, 2001 and names of –  
Baldevbhai Sankabhai,



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Jevarben Sankabhai ,  
Jivrajbhai Sankabhai and  
Ishwarbhai Sankabhai  
were entered in the revenue records. (Reference: Revenue Entry  
No. 1541, dated 30<sup>th</sup> December, 2001).

- (6) Thereafter Said –  
Baldevbhai Becharbhai  
released and renounced his share, right, title and interest in the  
Said Land in favour of other co-owners. (Reference: Revenue  
Entry No. 1551, dated 18<sup>th</sup> September, 2002).

Observation:

*It appears that name of Baldevbhai Becharbhai was inserted in  
the revenue records due to inadvertence instead of Baldevbhai  
Sankabhai as referred hereinabove and therefore his name was  
deleted.*



- (7)(a) Said –  
(i)(a) Baldevbhai Sankabhai,  
(b) Jevarben Sankabhai ,  
(c) Jivrajbhai Sankabhai,  
(d) Ishwarbhai Sankabhai  
(ii)(a) Parvatiben Chandan Kodhu,  
(b) Sajan Chandan,  
(c) Samir Chandan and  
(d) Chandan Kodhu (Kochu) Nayar  
No. (ii) represented through their Power of Attorney  
Varunbhai Bharatbhai  
sold and conveyed the Said Land to –  
Mukeshbhai Ramanlal Prajapati Self and as the Karta and  
Manager of his HUF, by or under a Sale Deed dated 27<sup>th</sup> July,  
2006, registered with the office of the Sub Registrar of  
Assurances, under Sr. No. 7848, in the manner and for the  
consideration recorded therein. (Reference: Revenue Entry No.  
1643, dated 31<sup>st</sup> July, 2006).
- (b) Said Parvatiben Chandan Kodhu and three others confirmed the  
Said Sale by executing a Confirmation Deed before Notary  
Public, on 11<sup>th</sup> September, 2006.

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- (8) Said –  
Mukeshbhai Ramanlal Prajapati as self and as Karta and Manager of his HUF sold and conveyed the Said Land to –  
Ranchhodbhai Lilabhai Desai,  
Ramabhai Lilabhai Desai,  
Manekbhai Jesingbhai Desai,  
Chhganbhai Bababhai Desai,  
Menaben daughter of Govabhai Ganeshbhai,  
by or under a Sale Deed dated 17<sup>th</sup> October, 2006, registered with the office of the Sub Registrar of Assurances, under Sr. No. 10712, in the manner and for the consideration recorded therein.  
(Reference: Revenue Entry No. 1646, dated 14<sup>th</sup> November, 2006).
- (9) Names of –  
Babarbhai Manekbhai Desai,  
Raghubhai Manekbhai Desai and  
Baldevbhai Manekbhai Desai  
were entered in the revenue records as co-owners along with the name of Said Manekbhai Jesingbhai Desai.  
(Reference: Revenue Entry No. 1664, dated 17<sup>th</sup> February, 2007).
- (10) Said –  
Manekbhai alias Mankabhai Jesingbhai Desai died on 19<sup>th</sup> January, 2011 and his wife Menaben Manekbhai Desai died on 27<sup>th</sup> June, 2002 and names of –  
Babarbhai Manekbhai Desai,  
Raghunathbhai Manekbhai Desai,  
Baldevbhai Manekbhai Desai,  
Jabuben daughter of Manekbhai Desai and wife of Gandabhai Punjabhai Desai,  
Maniben daughter of Manekbhai Desai and wife of Abhubhai Ramjibhai Desai  
were entered in the revenue records as co-owners. (Reference: Revenue Entry No. 1878, dated 7<sup>th</sup> July, 2011).
- (11) Thereafter Said Jabuben Manekbhai Desai wife of Gandabhai Punjabhai Desai and Maniben Manekbhai Desai wife of



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Abhubhai Ramjibhai Desai released and renounced their respective share, right, title and interest in the Said Land in favour of Babarbhahi Manekbhahi Desai, Raghunathbhahi Manekbhahi Desai and Baldevbhahi Manekbhahi Desai. (Reference: Revenue Entry No. 1879, dated 7<sup>th</sup> July, 2011).

(12) Thereafter Said –

Baldevbhahi Manekbhahi Desai

released and renounced his share, right, title and interest in the Said Land in favour of Babarbhahi Manekbhahi Desai and Raghunathbhahi Manekbhahi Desai. (Reference: Revenue Entry No. 1884, dated 10<sup>th</sup> August, 2011).

(13) Said –

Raghunathbhahi Manekbhahi Desai

died on 9<sup>th</sup> May, 2017 and his son Sanjay Raghunathbhahi Desai died on 11<sup>th</sup> June, 2016 and names of –

- (a) Revaben Raghunathbhahi Desai,
- (b) Surekhaben Raghunathbhahi Desai,
- (c) Ajaybhahi Rughnathbhahi Desai,
- (d) Kishmatben Sanjaybhahi Desai,
- (e) Minor Divyansh Sanjaybhahi Desai and
- (f) Minor Yana Sanjaybhahi Desai

were entered in the revenue records as co-owners. (Reference: Revenue Entry No. 2135, dated 3<sup>rd</sup> March, 2018).

(14) Said –

- (1) Ranchhodbhahi Lilabhahi Desai,
- (2)(a) Revaben Rughnathbhahi Desai,
- (b) Ajaybhahi Raghunathbhahi Desai,
- (c) Kishmatben Sanjaybhahi Desai,
- (d) Minor Divyesh Sanjaybhahi Desai and
- (e) Minor Thana Sanjaybhahi Desai,
- (3) Ramabhahi Lilabhahi Desai,
- (4) Chhaganbhahi Bababhahi Desai,
- (5) Menaben Govabhahi wife of Valubhai Desai,
- (6) Babarbhahi Manekbhahi Desai

No. 2(d) and (e) through their mother and natural guardian Kishmatben Sanjaybhahi Desai



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sold and conveyed the Said Land (corresponding to the land of Final Plot No. 186, admeasuring about 3440 sq.mts.) to –  
Pallavi Ajay Shridhar (50% share)  
Trupti Yogesh Bhavsar (50% share)  
by or under a Sale Deed dated 1<sup>st</sup> July, 2020, registered with the office of the Sub Registrar of Assurances, under Sr. No. 4262, in the manner and for the consideration recorded therein.  
(Reference: Revenue Entry No. 2280, dated 17<sup>th</sup> July, 2020).



(15) Said Pallavi Ajay Shridhar and Trupti Yogesh Bhavsar sold and conveyed the Said Land (corresponding to the land of Final Plot No. 186, admeasuring about 3440 sq.mts.) to Oryn Infra LLP, a Limited Liability Partnership Firm, represented through its Authorized Partner Jay Sudhirbhai Patel, by or under a Sale Deed dated 21<sup>st</sup> April, 2022, registered with the office of the Sub Registrar of Assurances, under Sr. No. 6434, in the manner and for the consideration recorded therein. (Reference: Revenue Entry No. 2420, dated 16<sup>th</sup> May, 2022). To support and supplement the Said Sale, the Vendors therein have executed a Declaration-cum-Indemnity Bond on the same day, registered with the office of the Sub Registrar of Assurances, under Sr. No. 6435.

(16) Accordingly, the Said Land, in the revenue records stands in the name of Oryn Infra LLP, a Limited Liability Partnership Firm.

C. ROC Search:

(1) As per the ROC Search carried out by Hetanshi Shah, Company Secretary, on 2<sup>nd</sup> September, 2022, no charge are recorded in the records of Ministry of Corporate Affairs against Said Oryn Infra LLP.

D. Public Notice:

(1) As a part of investigation of Title, we had given public notice appeared in the daily newspaper "Gujarat Samachar, on 5<sup>th</sup> February, 2021, (in the names of previous Owners viz. Pallavi Ajay Shridhar and another), inviting claims, if any, in upon or to the Said Land from any person whomsoever. We have not received any claim/objection in response thereto.

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E. Disclaimer:

- (1) The aforesaid Report is reference of available revenue records and sub registry records, relevant for the purposes to study devolution of title and to ascertain any charge or encumbrance, and does not contain entire revenue or sub registry records. We have relied upon the same without going into the details or further legal validation/scrutiny of records and proceedings referred to therein and implication thereof.
- (2) As reported by our Search Clerk/ Search Advocate, who has taken search of the revenue and sub registry records, it is found that some of the record is not maintained properly or damaged and not available. Search may lack or miss some particulars. Therefore, it is required that Usual Declaration-cum-Indemnity on Title to be made at the time of sale.
- (3) As informed to us, the Said Land has not been given in security nor created any charge or encumbrance of any nature whatsoever thereon, nor the Said Land is subject matter of any pending litigations and/or proceedings, nor above any order, decree, attachment or any order of any court or authority is operating against the Said Land adversely affecting the title thereto. We have relied upon the same and hereby disclaim any liability in respect thereof.
- (4) Said Land is a non agricultural land. Therefore, we have not examined the laws relating to non agricultural land and implications thereof.
- (5) We have further relied on the Declaration-cum-Indemnity on Title made by Oryn Infra LLP, represented through its Designated/Authorized Partner Jay Sudhirkumar Patel, dated 2<sup>nd</sup> September, 2022, attested before Notary Public.
- (6) This Certificate and Report on Title is based on the available searches taken with the Revenue Records and available Records of the Sub Registrar (Index II) only for the period of from 30 years up to August, 2022. However, where possible we have



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endeavored to ascertain the title beyond such period of 30 years.  
We disclaim any liability in respect thereof.

IN VIEW OF WHAT HAS BEEN STATED HEREINABOVE, we are of the Opinion that the Title of ORYN INFRA LLP, a Limited Liability Partnership Firm to the land above referred to in the manner aforesaid is clear and free from all encumbrances and reasonable doubt subject to Town Planning Scheme and Zoning, subject to terms and conditions of Non Agricultural Permission, subject to Usual Declaration-Cum-Indemnity on Title being made, subject to above devolution on title, our observations(s) and note(s), subject to the applicable Provisions of the Hindu Minority and Guardianship Act, 1956 and subject to and any other laws, acts, rules and regulations as may be applicable.

DATED THIS 2<sup>ND</sup> DAY OF SEPTEMBER, 2022



H. Desai & Co  
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