



WADIA GHANDY & CO. (AHMEDABAD)

ADVOCATES & SOLICITORS

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TITLE CERTIFICATE AND REPORT

To,

Seventh Infraspaces

9th Floor, D-904, Seventh Parisar,

Near Parivar Homes, Behind Vodafone Tower,

S. G. Highway, Gota, Ahmedabad-382481.

SUBJECT LAND:

All that piece and parcel of the land bearing Final Plot No. 33 admeasuring about 11043 sq. mtrs. forming a part of Town Planning Scheme No. 34 (Jagatpur) (allotted in lieu of land bearing Block No. 154 (Erstwhile Survey No. 146 and Erstwhile Survey No. 127) admeasuring about 16996 sq. mtrs. situated within the limits of Village: Jagatpur, Taluka: Ghatlodiya and District: Ahmedabad and more particularly described in the Schedule hereunder written (hereinafter referred to as the "said Land")

1. PREFACE:

We have been instructed by our client viz. **Seventh Infraspaces** (hereinafter referred to as the "Owner") to investigate their title to the said Land.

2. DISCLAIMERS:

2.1 This Title Certificate is restricted only to the ownership rights to the said Land based upon the revenue records and does not address any other issue.





- 2.2 The accuracy of this Title Certificate necessarily depends on the documents as furnished to us, gathered from the copies of revenue records and the information provided to us during the course of our verification of such records and which we have assumed to be the case. We therefore, disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us/gathered by us.
- 2.3 Unless specifically stated otherwise in the main section of this Title Certificate, we do not comment on whether the formalities which have a direct bearing on the enforceability of the contractual or other arrangements comprised in the documents furnished to us and/or the information provided to us have been complied with or not.
- 2.4 For the purpose of preparation of this Title Certificate we have conducted searches at the office of the concerned Sub-Registrar for the past 30 years. However, searches at the office of the above mentioned Sub-Registrar were subject to availability of the records and also to records being torn and mutilated. We, therefore, disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated. We were assigned to ascertain the devolution of title of the said Land for the period of last 30 years. However, where possible we have endeavored to ascertain the title beyond the said 30 years. However, we disclaim any responsibility with regard to details relating to such period beyond last 30 years from the date of this Title Certificate.
- 2.5 We have only ascertained the title to the said Land from the revenue records and we have not commented on the statutory, user, development and environmental permissions required for the development on the said Land.





2.6 We have not undertaken any on-site verification of the said Land, not carried out verification of any negative Court proceedings before any Court/forum/authority, not verified any acquisition by any Government/Semi-Government authorities other than that mentioned in the revenue records and therefore, disclaim any responsibility with regard to details relating to such aspects.

2.7 This Title Certificate has been prepared in accordance with and is subject to the applicable Land Revenue Laws of India.

3. **SCHEDULE OF THE SAID LAND:**

All that piece and parcel of the land bearing Final Plot No. 33 admeasuring about 11043 sq. mtrs. forming a part of Town Planning Scheme No. 34 (Jagatpur) (allotted in lieu of land bearing Block No. 154 (Erstwhile Survey No. 146 and Erstwhile Survey No. 127) admeasuring about 16996 sq. mtrs.) situated within the limits of Village: Jagatpur, Taluka: Ghatlodiya and District: Ahmedabad, and bounded as follows:

East : Final Plot No. 39/2
West : Final Plot No. 34 and Final Plot No. 52
North : Open playground
South : 18.00 meters wide T.P. Road

4. **DEVOLUTION OF TITLE OF THE SAID LAND:**

Based on the perusal of revenue records and other documents, the devolution of Title of the said Land is as under:

A. Erstwhile Survey No. 127 admeasuring about 32 Gunthas (inclusive of 1 Guntha of *Pot Kharabo*):





- (1) The old handwritten Village Form No. 7/12 from the year 2003 to 2005 for the land bearing Survey No. 127 are unavailable, therefore the details mentioned therein and any additional mutation entries appear in such Village Form No. 7/12, the same have not been verified by us.
- (2) We have been provided with a copy of the letter dated 19.4.2016 bearing No. City/A.D.M./Record/Nakal/Arji No. 85/2016, issued by The Mamlatdar, Ghatlodiya, where in it has been stated that copies of mutation entry no. 127 and mutation entry no. 128 are not available with the Concerned Office.
- (3) Upon perusal of the revenue records it is reflected that the land bearing Survey No. 127 was in the ownership of Kamaaluddin Mehmudkhan, subsequently, name of Ordinary Tenant i.e. Ganda Moti was entered in the revenue records on 24.12.1952 vide mutation entry no. 176.
- (4) Mutation entry no. 240 has not been verified by us, therefore the event and the details mentioned therein could not be ascertained.
- (5) Subsequently, vide a Taluka Hukam bearing Circular No. T.N.C. dated 7.3.1955, it was held that as the Ordinary Tenants were not involved in the process of cultivation of the land, their names were removed from the revenue records, by virtue whereof name of Gandaji Motiji was removed from the revenue records on 28.7.1956 vide mutation entry no. 271.
- (6) Mutation Entry No. 272 being in repetition with the aforementioned mutation entry no. 271 is not required to be elucidated herein again.





- (7) Thereafter, the land bearing Survey No. 127, was purchased by Bai Udi-widow of Mohan Ghela from Kamaaluddin Mehmudkhan, upon payment of Purchase Price under Section 32 (G) of The Gujarat Tenancy and Agricultural Land Act, 1948. The said event was entered in the revenue records on 28.12.1963 vide mutation entry no. 350.

B. Erstwhile Survey No. 146 admeasuring about 3 Acres and 16 Gunthas:

- (8) We have been provided with a copy of the letter dated 19.4.2016 bearing No. City/A.D.M./Record/Nakal/Arji No. 85/2016, issued by The Mamlatdar, Ghatlodiya, where in it has been stated that copies of mutation entry no. 127 and mutation entry no. 128 are not available with the Concerned Office.
- (9) Further, vide an order of the Government bearing No. 2450/45 dated 18.9.1950 and Taluka Hukam bearing No. T.N.C dated 3.11.1952, names of Ordinary Tenants were entered for various parcels of land, by virtue whereof for the land bearing Survey No. 146 name of Ganda Moti was entered in the revenue records on 24.12.1952 vide mutation entry no. 166.
- (10) Mutation entry no. 239 has not been verified by us, therefore the event and details mentioned therein could not be ascertained.
- (11) Subsequently, vide a Taluka Hukam bearing Circular No. T.N.C. dated 7.3.1955, it was held that as the Ordinary Tenants were not involved in the process of cultivation of the land, their names were removed from the revenue records, by virtue whereof name of Gandaji Motiji was removed from the revenue records on 28.7.1956 vide mutation entry no. 271.





- (12) Thereafter, for the land bearing Survey No. 146, name of Bai Udi- widow of Mohanji Ghelaji was entered as Ordinary Tenant. The said event was entered in the revenue records vide mutation entry no. 272.
- (13) Subsequently, the land bearing Survey No. 146 was purchased by Bai Udi- widow of Mohan Ghela from Kamaaluddin Mehmudkhan, upon payment of Purchase Price under Section 32 (G) of The Gujarat Tenancy and Agricultural Land Act, 1948. The said event was entered in the revenue records on 28.12.1963 vide mutation entry no. 349.
- (14) Thereafter, vide an Order passed by the Additional Mamlatdar in Taluka Hukam bearing Ganot Case 3/68 dated 26.12.1968, in accordance with Section 32 of the Tenancy Act, the tenant i.e. Bai Udi- widow of Mohanji Ghelaji had relinquished her rights to Purchase the said land. The said event was entered in the revenue records on 25.1.1969 vide mutation entry no. 509.
- C. Block No. 154 admeasuring about 4 Acres and 8 Gunthas i.e. equivalent to 16996 sq. mtrs.:**
- (15) Later, a Scheme of Consolidation was introduced in the Village: Jagatpur, and in furtherance of the same, vide an Order passed by The District Inspector of Land Records Officer, Gujarat Rajya dated 16.1.1967, which was published on page 1702 of Official Gazette, Government of Gujarat dated 23.2.1967, whereby, various parcels of land were consolidated and allotted Block Numbers, and this event of consolidation was entered in the revenue records on 3.3.1969 vide mutation entry no. 515.

Note: It appears that land bearing Survey No. 127 admeasuring about 32 Gunthas (inclusive of 1 Guntha of *Pot Kharabo*) and Survey No. 146 admeasuring about 3 Acres and 16 Gunthas in the ownership of Udiben-





widow of Mohanji Ghelaji were consolidated and allotted Block No. 154 admeasuring about 4 Acres and 8 Gunthas.

- (16) Subsequently, vide an Order passed by The Mamlatdar and Krushi Panch, in Case bearing No. 5/ Jagatpur/5 dated 11.9.1975, the said land was in the ownership of Kamaaluddin Mehmudkhan, however upon payment of Purchase Price by the Tenant i.e. Bai Udi- widow of Mohan Ghela, it was transferred in her favour after issuance of Purchase Certificate. The said event was entered in the revenue records on 15.9.1975 vide mutation entry no. 681.
- (17) Thereafter, upon demise of Bai Udi- widow of Mohanji Ghelaji, names of her legal heirs viz. (1) Jeevatben Mohanji and (2) Paliben Mohanji were entered in the revenue records on 7.9.1980 vide mutation entry no. 817.
- (18) Subsequently, Paliben Mohanji had willingly relinquished her rights, title and interest in favour of Jeevatben Mohanji for the land bearing Block No. 154. The said event was entered in the revenue records on 7.9.1980 vide mutation entry no. 818.
- (19) Thereafter, for the land bearing Block No. 154 (Restricted Tenure Land) (1) Jeevatben- Daughter of Mohanji and (2) Ahmed Alikhanji Mehmoodkhan had availed prior permission for sale from the Mamlatdar, Daskroi vide an Order No. Jaman/Va./7110 for selling the land in favour of Patel Harjeevandas Shivram. The said event was entered in the revenue records on 30.6.1981 vide mutation entry no. 830.

Note 1: The aforementioned mutation entry also reflects that Purchase Price was fixed as per the norms of Non-Agricultural Land after deduction of the Purchase Price paid as per the Tenancy Act, further it is also evinced





that the out of the amount of 60 Pat paid, 50% of the same has to be paid to the Government.

Note 2: In absence of any clarification as to how the name of Ahmed Alikhanji Mehmoodkhan was recorded in the revenue records, as the land bearing Block No. 154 was in sole ownership of Bai Udi and then her legal heirs, there is inconsistency in the title.

Note 3: We have not been furnished with copy of Order bearing No. Jaman/Va./7110 passed by the Mamlatdar, Daskroi, therefore the details mentioned therein have not been verified by us.

- (20) Subsequently, vide a letter issued by Ahmedabad Urban Development Authority bearing No. Estate/208/3034 dated 10.5.1985, the land bearing Block No. 154 was included under reservation, however mutation entry no. 953 was **cancelled** as it was not verified.

Note: Copy of Letter issued by Ahmedabad Urban Development Authority bearing No. Estate/208/3034 dated 10.5.1985 has not been verified by us and ergo the details mentioned in such letter have not been perused.

- (21) Thereafter, the land bearing Block No. 154 was sold and conveyed by (1) Jeevatben- daughter of Mohanji Ghelaji represented through her Power of Attorney Holder i.e. Somabhai Harjeevandas Patel and (2) Ahmedalikhanji Mehmudkhanji represented through his Power of Attorney Holder i.e. Kamlesh Somabhai Patel in favour of (1) Khemiben- widow of Harjeevandas Shivabhai (2) Patel Somabhai Harjeevandas (3) Patel Naranbhai Harjeevandas (4) Patel Jibhai Harjeevandas (5) Patel Amrutlal Harjeevandas and (6) Patel Savitaben- daughter of Harjeevandas Shivabhai vide a Sale Deed dated 5.5.1997 registered at the Office of Sub-Registrar of Assurances under serial no. 412326, however the said mutation entry no. 1074, was **cancelled** upon non-submission of Copy of Index.





Note 1: We have not perused copy of the Sale Deed dated 5.5.1997 registered at the Office of Sub-Registrar of Assurances under serial no. 412326.

Note 2: Thereafter, vide an Order passed by The Principle Senior Civil Judge in Special Civil Suit bearing No. 309/2007 dated 22.3.2017, filed by (1) Legal heirs of Khemiben- widow of Harjeevandas Shivabhai (2) Somabhai Harjeevandas and Others against (1) Legal heirs of Jeevatben- Daughter of Mohanji Ghelaji (2) Jadiben- Daughter of Punjaji Motiji and Others, the said suit was allowed to be withdrawn without levying any Cost and in accordance with Order 23 Rule 1 of The Civil Procedure Code, 1909.

Note 3: Further, a Declaration dated 7.4.2017 registered at the Office of Sub-Registrar of Assurances under serial no. 482 had been executed by (1) Somabhai Harjeevandas (2) Jibhai Harjeevandas (3) Naranbhai Harjeevandas (4) Amrutlal Harjeevandas (5) Vasudevabhai Harjeevandas and (6) Savitaben Harjeevandas.

Note 4: Confirmation Deed dated 7.4.2017 registered at the Office of Sub-Registrar of Assurances under serial no. 484, has also been executed by (1) Somabhai Harjeevandas (2) Jibhai Harjeevandas (3) Naranbhai Harjeevandas (4) Amrutlal Harjeevandas (5) Vasudevabhai Harjeevandas and (6) Savitaben Harjeevandas in favour of Nitaben Kamleshbhai Shah, where in they have confirmed that they have waived off their rights, title and interest in the said land.

Note 5: A Power of Attorney dated 7.4.2017 registered at the Office of Sub-Registrar of Assurances under serial no. 486 has also been executed between Savitaben Harjeevandas and Somabhai Harjeevandas.

Note 6: A Notice of Lis Pendens dated 24.9.2007 was recorded under serial no. 11042 by Somabhai Harjeevandas Patel, however vide a Cancellation of Notice dated 7.4.2017 registered under serial no. 483, executed by (1) Somabhai Harjeevandas (2) Jibhai Harjeevandas (3)





Amrutlal Harjeevandas and (4) Savitaben Harjeevandas, the aforementioned notice was cancelled upon withdrawal of Special Civil Suit bearing No. 309/2007.

- (22) Subsequently, name of Shantaben-Daughter of Mohanji and Wife of Varvaji Shivaji was erroneously omitted in the revenue records while recording mutation entry no. 817, in furtherance as Shantaben-Daughter of Mohanji had demised, names of her legal heirs viz. (1) Kanaji Varvaji and (2) Manguben Varvaji were entered in the revenue records, however mutation entry no. 1076 was **cancelled** vide Order Passed by The Mamlatdar, Ahmedabad bearing No. R.T.S/Vashi/815/98 dated 24.2.1998.

Note 1: Copy of order passed by The Mamlatdar, Ahmedabad bearing No. R.T.S/Vashi/815/98 dated 24.2.1998 has not been furnished to us, therefore the details mentioned therein has not been verified by us.

Note 2: We have been provided with an affidavit dated 8.2.1999, where in pedhinama of Bai Udi- widow of Mohanji Ghelaji had been submitted, whereby Shantaben-Daughter of Mohanji was also one of the legal heirs of Bai Udi, and upon demise of Shantaben names of her legal heirs i.e. (1) Kanaji Varvaji and (2) Manguben Varvaji were having ownership rights over the said land.

- (23) Thereafter, vide an Order passed by The Deputy Collector (Jamin Sudhara), Ahmedabad, the Ordinary Tenants were classified as Permanent Tenants in accordance with the Order passed by The Mamlatdar and Krushi Panch Ganot bearing No. 575/92, 577/92, 580/92 and 589/92 dated 23.11.1992 and in accordance with Section 43(1) (b) of The Gujarat Tenancy and Agricultural Lands Act, 1948, the restrictions were not applicable to the Permanent Tenants. The said event was entered in the revenue records on 15.3.1999 vide mutation entry no. 1127.





Note: Copy of Order passed by the Deputy Collector (Jamin Sudhara), Ahmedabad bearing No. Ganot/ Revi/ Ca. No. 113/96 has not been furnished to us, therefore the details mentioned therein have not been verified by us.

- (24) Subsequently, upon demise of Ahmed Ali MehmoodKhanji, names of his legal heirs viz. (1) Kulsumbib- widow of AhmedAliKhan (2) Khushidabanu AhmedAliKhan (3) JavedAliKhan AhmedAliKhan (4) Naahidbanu AhmedAliKhan (5) Femidabanu AhmedAliKhan and (6) Rukhsadbanu AhmedAliKhan. The said event was entered in the revenue records on 12.6.1999 vide mutation entry no. 1135.

- (25) Thereafter, vide Revision Order passed by The Registrar, Gujarat Revenue Tribunal bearing No. B.P/ 252/01 to 266/01 dated 5.9.2001, until final disposal of the Case, Status Quo was to be maintained on the said land, further vide Order passed by the Mamlatdar, Daskroi bearing No. Jamin/ Vasi/ 4455/01 dated 19.9.2001, it was recorded in the Column of Other Rights. The said event was entered in the revenue records on 10.10.2001 vide mutation entry no. 1248.

Note 1: The aforementioned cases bearing No. B.P./252/01 to 266/01 dated 5.9.2001 have been dismissed vide mutation entry no. 1707.

Note 2: Copies of (1) Revision Order passed by The Registrar, Gujarat Revenue Tribunal No. B.P/ 252/ 01 to 266/01 dated 5.9.2001 and (2) Order passed by The Mamlatdar, Daskroi bearing No. Jamin/ Vasi/ 4455/01 dated 19.9.2001, have not been verified by us and therefore names and details of the parties involved in such litigation could not be ascertained.

- (26) Subsequently, the land bearing Block No. 154 was sold and conveyed by (1) Jeevatben- daughter of Mohanji Ghelaji represented by her Power of





Attorney Holder i.e. Somabhai Harjeevandas Patel and (2) Ahmedalikhanji Mehmudkhanji represented by his Power of Attorney Holder i.e. Kamlesh Somabhai Patel in favour of (1) Khemiben- widow of Harjeevandas Shivabhai (2) Patel Somabhai Harjeevandas (3) Patel Naranbhai Harjeevandas (4) Patel Jibhai Harjeevandas (5) Patel Amrutlal Harjeevandas and (6) Patel Savitaben- Daughter of Harjeevandas Shivabhai vide a Sale Deed dated 5.2.2003 registered at the Office of Sub-Registrar of Assurances under serial no. 714 (Erstwhile Registration No. 1927/97). The said event was entered in the revenue records on 18.7.2003 vide mutation entry no. 1301.

Note 1: The aforementioned mutation entry although not reflected in the latest Village Form No. 7, however it pertains to the said land and therefore it is relevant for the purpose of this Title Certificate

(27) Thereafter, upon demise of Jeevatben- daughter of Mohanji and widow of Punjaji Motiji, names of her legal heirs viz. (1) Jadiben- daughter of Punjaji Motiji (2) Kachraji Punjaji and (3) Champaben Punjaji were entered in the revenue records on 18.6.2006 vide mutation entry no. 1457.

(28) Subsequently, vide an Order passed by The Gujarat Revenue Tribunal, Ahmedabad, in Case bearing No. 252/01 to 266/01, the Revision Application was dismissed; however mutation entry no. 1665 was **cancelled** upon non-submission of True Copy of Order.

Note 1: Copy of Order Passed by The Gujarat Revenue Tribunal, Ahmedabad, in Case bearing No. 252/01 to 266/01 has not been verified and therefore names and details of the parties involved in such litigation has not been verified by us.

Note 2: The aforementioned mutation entry has been certified vide ensuing mutation entry no. 1707.





- (29) Thereafter, the land bearing Block No. 154 admeasuring about 16996 sq. mtrs. was sold and conveyed by (1) Kulsumbibí- widow of AhmedAli Khan Mehmoodkhan (2) Khurshidbanu- Daughter of AhmedAliKhan (3) JavedAliKhan AhmedAliKhan (4) Nahidabanu AhmedAliKhan (5) Femidabanu- Daughter of AhmedAliKhan and (6) Ruksanabanu- Daughter of AhmedAliKhan in favour of (1) Patel Mahendrabhai Hargovandas (2) Patel Harshadbhai Narsinhbhai (3) Patel Ketaben Janakbhai (4) Patel Navinbhai Ambalal vide a Sale Deed dated 28.6.2007 registered at the Office of Sub-Registrar of Assurances under serial no. 7894, however mutation entry no. 1669 was **rejected** vide an Order passed by The Mamlatdar, Daskroi bearing No. R.T.S/ Ta. Ca. No.-159/08.

Note: Copy of Order passed by The Mamlatdar, Daskroi bearing No. R.T.S/ Ta. Ca. No.-159/08 has not been furnished to us, therefore the details mentioned therein have not been verified by us.

- (30) Subsequently, vide an Order passed by The Gujarat Land Revenue Tribunal, Ahmedabad, the Revision Application No. 252/01 to 266/01 was dismissed. The said event was entered in the revenue records on 30.1.2008 vide mutation entry no. 1707.

Note: Copy of Order Passed by The Gujarat Revenue Tribunal, Ahmedabad, in Case bearing No. 252/01 to 266/01 has not been verified by us and therefore names and details of the parties involved in such litigation could not be ascertained.

- (31) Thereafter, vide Rectification Order passed by The Mamlatdar, Daskroi bearing No. R.T.S/ Record Promulgation/ 62 /08 dated 29.8.2008, the errors in the Computerized Revenue Records were rectified by virtue whereof for the land bearing Block No. 154, (1) Names of Kulsumbibí – widow of Ahmedkhan Mehmoodkhan, Jadiben- Daughter of Punjaji Motiji





and Champaben Punjaji were entered and (2) Raw mutation entry no. 1301 was recorded. The said event was entered in the revenue records on 3.9.2008 vide mutation entry no. 1762.

Note 1: Copy of Rectification Order passed by The Mamlatdar, Daskroi bearing No. R.T.S/ Record Promulgation/ 62 /08 dated 29.8.2008 has not been verified by us.

Note 2: The aforementioned mutation entry reflects that raw mutation entry no. 1301 has been recorded, however prior to recording the said event, mutation entry no. 1301 has already been certified.

- (32) Subsequently, upon demise of Jadiben- wife of Ukaji Punjaji and Daughter of Punjaji Motiji, names of her legal heirs viz. (1) Rameshbhai Ukaji (2) Amarsing Ukaji (3) Kishorbhai Ukaji (4) Kalaben Ukaji and (5) Lasiben Ukaji were entered in the revenue records on 19.3.2010 vide mutation entry no. 1928.

Note: We have not verified supporting documents to mutation entry no. 1928.

- (33) Thereafter, the land bearing Block No. 154 admeasuring about 16996 sq. mtrs. was sold and conveyed by (1) Mahendrabhai Hargovandas Patel (2) Harshadbhai Narsinhbhai Patel (3) Ketaben Janakbhai Patel (4) Navinbhai Ambalal (5) Javedalikhan Ahmedalikhan (6) Rukaiyabibi Javedalikhan (7) Nashratbanu Javedalikhan (8) Ishratbanu Javedalihan (9) Sabnambanu Javedalikhan (10) Khurshidbanu Ahmedkhan (11) Moinuddin Gyaanudin Shaikh (12) Naimuddin Gyaanuddin (13) Femidabanu Ahmedalikhan (14) Mahmmd Irfaan Quadri (15) Tehsinbanu Hajimiya Qaadri (16) Rukhshanabanu Ahmedalikhan (17) Dilsaatkhanji Iliyaaskhanji Baabi (18) Navshaadkhanji Iliyaaskhanji Baabi (19) Jadiben- Daughter of Punjaji Motiji and Wife of Ukaji Punjaji (20) Ramesh Keshaji *alias* Ukaji Thakor (21) Amarsing Keshani *alias* Ukaji Thakor (22) Kishor Keshaji *alias* Ukaji





Thakor (23) Kaliben Ukaji (24) Lasiben Ukaji (25) Champaben- Daughter of Punjaji Motiji and Wife of Jenaji Punjaji (26) Kachraji Punjaji Motiji (27) Kanaji Varvaji Thakor and (28) Manguben-Daughter of Varvaji Shivaji Thakor and wife of Jentiji Bhikhaji Thakor, the vendors from serial no. (19) to (28) being represented through their Power of Attorney Holder i.e. Shivakant Someshwar Pandey in favour of Nitaben Kamleshbhai Shah vide a Sale Deed dated 23.9.2010/1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559, however mutation entry no. 2029 was **rejected** upon receiving objections from Amratbhai Harjeevandas Patel and vide an Order passed in R.T.S- Taktari Case No. 183/11 dated 10.1.2011.

Note 1: The aforementioned mutation entry has been certified vide an Order passed by The District Collector, Ahmedabad bearing No. L.B. / Re. A. No. 246/2017 dated 28.2.2019 as appearing in ensuing mutation entry no. 2911.

Note 2: Upon Perusal of the aforementioned Sale Deed it is reflected that (a) Sursuta Co-operative Housing Society Limited represented through its Secretary i.e. Kaushikbhai A. Shah and (b) Adani Agro Private Limited represented through its Director i.e. Bhavikbhai B. Shah had joined the said Sale Deed as Confirming Parties as vide an Agreement to Sell dated 5.9.1997 registered at the Office of Sub-Registrar of Assurances under serial no. 3745, Sursuta Co-operative Housing Society Limited had assigned Development Rights vide a Development Agreement in favour of Adani Agro Private Limited, further the Confirming Parties have confirmed rights of Nitaben Kamleshbhai Shah over said Land and have also received their share of consideration.

Note 3: A Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233 has also been executed by (1) Kachraji Punjaji (2) Champaben- Daughter of Punjaji Motiji Thakor and Wife of Punjaji Thakor (3) Rameshbhai Ukaji (4) Amarsang Ukaji (5)





Kishorbhai Ukaji (6) Kaaliben Ukaji and (7) Lasiben Ukaji where in it has been evinced that they have waived off all their rights, title and interest in the said Land and have confirmed rights of Nitaben Kamleshbhai Shah over said Land.

Note 4: A Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18245 has been executed by (1) Kanaji Varvaji (2) Manguben-Daughter of Varvaji Shivaji and (3) Madhiben- wife of Kanaji Varvaji in favour of Nitaben Kamleshbhai Shah where in it has been evinced that they have waived off all their rights, title and interest in the said Land and have confirmed rights of Nitaben Kamleshbhai Shah over said Land.

Note 5: We have not perused the copy of Order passed in R.T.S/ Case No. 150/12 dated 12.1.2012, vide which the mutation entry no. 2029 pertaining to Sale of the said Land was rejected.

(34) The aforementioned event of Sale was re-iterated, vide mutation entry no. 2155, however the same was **rejected** upon receiving objection from Amratbhai Harjeevandas Patel which was recorded under R.T.S/ Case No. 150/12 dated 12.1.2012 and vide an Order passed in R.T.S- Takrari Case No. 183/11 dated 10.1.2011.

(35) Subsequently, vide an Order passed by The Principle Senior Civil Judge, Ahmedabad in Special Civil Suit No. 465/09 dated 18.2.2012, where in the Suit filed by Natwarbhai Maalajibhai (Appellant) against Bhikhiben Aataji Thakor and Others (Respondent) was allowed to be withdrawn and disposed off, however mutation entry no. 2203 was **cancelled** upon non-submission of certified copy of the Application.

Note 1: Vide ensuing mutation entry no. 2237, the aforementioned Special Civil Suit No. 465/09 dated 18.2.2012 has been withdrawn.





Note 2: We have not perused copy of the Order passed by The Principle Senior Civil Judge, Ahmedabad in Special Civil Suit No. 465/2009 dated 18.2.2012, and therefore the details mentioned therein have not been verified by us.

- (36) Thereafter, vide a Resolution dated 17.03.2012 passed by the Revenue Department bearing no. PaFaRa/ 102011/ 275/ La/ 1, reorganization of the Taluka: City and Taluka: Daskroi of District: Ahmedabad was undertaken and pursuant thereto, two new Talukas viz. Ahmedabad (West) and Ahmedabad (East) were formed and whereby Village: Jagatpur of Taluka: Daskroi came under the purview of Taluka: Ahmedabad City (West). The said event was entered in the revenue records on 3.5.2012 vide mutation entry no. 2216.
- (37) Subsequently, vide an Order passed by The Principle Senior Civil Judge, Ahmedabad in Special Civil Suit No. 465/2009 dated 18.2.2012, it was held that the suit filed by Natwarbhai Maaljiibhai (Appellant) against Bhikhiben Aataji Thakor and Others (Respondent) was allowed to be withdrawn and disposed off. The said event was entered in the revenue records on 25.6.2012 vide mutation entry no. 2237.
- (38) Further, vide an Order passed by The Principle Senior Civil Judge, Ahmedabad in Special Civil Suit No. 510/2012 and upon submission of application, Conveyance Deed registered at the Office of Sub-Registrar of Assurances under serial no. 1011, Lis Pendens was recorded in the Column of other rights. The said event was entered in the revenue records on 1.8.2012 vide mutation entry no. 2257.

Note: The aforementioned Special Civil Suit No. 510/2012 was filed by Arpan Anubhai Shah (Appellant) against Ashokbhai Devjibhai Patel and Others (Respondents), however the said suit has been subsequently





withdrawn and the order pertaining to the withdrawal of the suit has been recorded in the revenue records vide mutation entry no. 2289.

(39) Thereafter, vide an Order dated 2.10.2012 passed by The Principle Senior Civil Judge (Rural), Ahmedabad in Special Civil Suit bearing No. 510/2012, it was held that upon submission of withdrawal application, the said suit filed by Arpan Anubhai Shah (Appellant) against Ashokbhai Devjibhai Patel and Others (Respondents) was allowed to be withdrawn. The said event was entered in the revenue records on 25.10.2012 vide mutation entry no. 2289.

(40) Subsequently, in Special Civil Suit No. 97/2013 filed by Arpan Anubhai Shah, a notice of Lis Pendens dated 27.2.2013 was issued which was registered in the Office of Sub-Registrar of Assurances under serial no. 446 and the same was recorded in the column of other rights, however mutation entry no. 2362 was **rejected** upon receiving objection from Nitaben Kamleshbhai Shah and vide an Order passed by The Mamlatdar, Ahmedabad in R.T.S/ Takrari Nondh/ Jagatpur/ Case No. 97/2013 dated 17.6.2013.

Note 1: The Special Civil Suit No. 97/2013, filed in the Court of Principle Senior Judge, Ahmedabad has been disposed off.

Note 2: The copy of Order passed by The Mamlatdar, Ahmedabad in R.T.S/ Takrari Nondh/ Jagatpur/ Case No. 97/2013 dated 17.6.2013 has not been furnished to us, pursuant to which the details mentioned therein have not been verified by us.

(41) Thereafter, aforementioned event of recording Lis Pendens on the said land was re-iterated vide mutation entry no. 2374, however it was **rejected** upon receiving objections from Nitaben Kamleshbhai Shah and vide an





Order passed by The Mamlatdar, Ahmedabad in R.T.S/ Takrari Nondh/ Jagatpur/ Case No. 112/2013 dated 6.7.2013.

Note: Copy of the Order passed by The Mamlatdar, Ahmedabad in R.T.S/ Takrari Nondh/ Jagatpur/ Case No. 112/2013 dated 6.7.2013 has not been furnished to us, therefore the details mentioned therein have not been verified by us.

- (42) Subsequently, upon demise of Naahida Mustaakhussen Shaikh names of her legal heirs viz. (1) Shaikh Ashfaqhussain Mustaakhussen and (2) Shaikh Saadikhussain Mustaakhussen were entered in the revenue records, however mutation entry no. 2375 was **cancelled** as Naahida Mustaakhussen Shaikh had already sold the said land vide a Sale Deed registered under serial no. 7759 recorded vide mutation entry no. 2029.

Note: We have not verified supporting documents to mutation entry no. 2029.

- (43) Thereafter, upon demise of Kishorbhai Hukaji Thakor names of his legal heirs viz. (1) Savitaben- widow of Kishorbhai Hukaji Thakor (2) Atulkumar Kishorbhai (3) Minor Vishal Kishorbhai and (4) Minor Rahul Kishorbhai were entered in the revenue records, however mutation entry no. 2545 was **rejected** vide an Order passed by The City Deputy Collector (West), Ahmedabad bearing No. R.T.S/ Appeal/ Ca. No. 121/13 dated 31.12.2014.

Note: We have not verified supporting documents to mutation entry no. 2545 and further we have not been furnished with copy of Order passed by The City Deputy Collector (West), Ahmedabad bearing No. R.T.S/ Appeal/ Ca. No. 121/13 dated 31.12.2014, therefore the details mentioned in the order have not been verified by us.





- (44) Subsequently, vide an Order passed by The City Deputy Collector (West), Ahmedabad bearing No. R.T.S/ Appeal/ Ca. No. 121/13 dated 31.12.2014, it was held that the Appeal was dismissed and the Final Order passed in Special Civil Suit No. 309/97 was reiterated. The said event was entered in the revenue records on 9.2.2015 vide mutation entry no. 2553.

Note: We have not been furnished with copy of Order passed by The City Deputy Collector (West), Ahmedabad bearing No. R.T.S/ Appeal/ Ca. No. 121/13 dated 31.12.2014, therefore the details mentioned therein have not been verified by us.

- (45) Thereafter, upon demise of Amarsang Ukaji *alias* Hukaji, names of his legal heirs viz. (1) Kailasben Amarsing Thakor (2) Minor Varshaben Amarsing Thakor and (3) Minor Karan Amarsing Thakor were entered in the revenue records, however mutation entry no. 2667 was **rejected** based on the rejection of mutation entry no. 2545.

Note: We have not verified supporting documents to mutation entry no. 2545.

- (46) Subsequently, vide an Order passed by The Principle Senior Civil Judge in Special Civil Suit bearing No. 309/2007 dated 22.3.2017, it was held that the in the suit filed by (1) Legal heirs of Khemiben- widow of Harjeevandas Shivabhai (2) Somabhai Harjeevandas (Appellants) and Others against (1) Legal heirs of Jeevatben- Daughter of Mohanji Ghelaji (2) Jadiben- Daughter of Punjaji Motiji and Others (Defendants), the said suit was allowed to be withdrawn without levying any Cost in accordance with Order 23 Rule 1 of The Civil Procedure Code, 1909. The said event was entered in the revenue records on 2.4.2018 vide mutation entry no. 2827.





- (47) Thereafter, upon demise of Champaben Punjaji names of her legal heirs (1) Manoj Jenaji (2) Rajeshbhai Jenaji and (3) Sangitaben Jenaji were entered in the revenue records, however mutation entry no. 2843 was **rejected** pursuant to the Order passed by The City Deputy Collector (West), Ahmedabad bearing No. R.T.S/ Appeal/ Case No. 121/13 dated 31.12.2014 and rejection of mutation entry no. 1301.

Note: We have not been furnished with copy of supporting documents to mutation entry no. 1301 ergo the Order passed by The City Deputy Collector (West), Ahmedabad bearing No. R.T.S/ Appeal/ Case No. 121/13 dated 31.12.2014 and other details have not been verified by us.

- (48) Subsequently, vide an Order passed by The District Collector, Ahmedabad bearing No. L.B./ Re. A. No. 246/2017 dated 28.2.2019, filed by Nitaben Kamleshbhai Shah (Appellant) against The Mamlatdar, Daskroi and Others (Respondent), where in it was held that (1) The Revision Application filed by The Appellant was allowed (2) The Order passed by the City Deputy Collector (West), Ahmedabad bearing No. R.T.S/ Appeal/ Ca. No. 121/2013 dated 31.12.2014 was dismissed and (3) Mutation Entry No. 2029 was certified. The said event was entered in the revenue records on 6.3.2019 vide mutation entry no. 2911.

Note: Copy of Order passed by The District Collector, Ahmedabad bearing No. L.B./ Re. A. No. 246/2017 dated 28.2.2019 has not been furnished to us, therefore the details mentioned therein have not been verified by us.

- (49) Thereafter, vide an Order passed by The Secretary, Revenue Department (Dispute), Ahmedabad bearing No. Ma.Vi.Vi/ HaKaPa/ AMD/ 45/ 2019 dated 4.6.2019, in reference to the application filed by Kachraji Punjaji Thakor and Others (Appellants) against Nitaben Kamleshbhai Shah and Others (Defendants) it was held that the procedure followed by The





Collector is appropriate and the suitable procedure has to be followed. The said event was entered in the revenue records on 14.6.2019 vide mutation entry no. 2936.

Note: The copy of Order passed by The Secretary, Revenue Department (Dispute), Ahmedabad bearing No. Ma.Vi.Vi/ HaKaPa/ AMD/ 45/ 2019 dated 4.6.2019 has not been furnished to us, therefore the details mentioned therein have not been verified by us.

- (50) Subsequently, vide an Order passed by The City Deputy Collector (West), Ahmedabad, bearing No. R.T.S/ Appeal/ S.R. 261/ 2018 dated 27.8.2019, an Application was filed by (1) Legal heirs of Amarsingh Ukaji *alias* Hukaji Thakor and (2) Kailasben Amarsingh Thakor (Appellants) against The Circle Officer, Sola (Defendant), where in it was held that the application filed by the Appellants was dismissed. The said event was entered in the revenue records on 9.9.2019 vide mutation entry no. 2970.

Note: Copy of Order passed by The City Deputy Collector (West), Ahmedabad, bearing No. R.T.S/ Appeal/ S.R. 261/ 2018 dated 27.8.2019 has not been furnished to us, therefore the details mentioned therein have not been verified by us.

- (51) Thereafter, vide an Order passed by The City Deputy Collector (West) Ahmedabad, bearing No. R.T.S/ Appeal/ S.R. 263/2018 dated 13.9.2019, an Application filed by Legal heirs of Kishorbhai Hukabhai Thakor viz. Savitaben- widow of Kishorbhai Ukaji Thakor and Others (Appellants) against The Circle Officer, Sola (Defendant), where in it was held that the said application filed by the Appellants was dismissed. The said event was entered in the revenue records on 21.9.2019 vide mutation entry no. 2977.

Note: Copy of Order passed by The City Deputy Collector (West) Ahmedabad, bearing No. R.T.S/ Appeal/ S.R. 263/2018 dated 13.9.2019 has not been verified.





(52) **Final Plot No. 33:** In consistence with the perused copy of the Form-F issued by Town Planning Inspector, Ahmedabad Municipal Corporation, the land bearing Block No. 154 (Erstwhile Survey No. 146 and Erstwhile Survey No. 127) admeasuring about 16996 sq. mtrs. situated within the limits of Village: Jagatpur, Taluka: Ghatlodiya and District: Ahmedabad was included in the purview of Town Planning Scheme No. 34 (Jagatpur) and in lieu thereof was allotted Final Plot No. 33 admeasuring about 11043 sq. mtrs. i.e. the said Land. Copy of the Form-F and Part Plan is attached herewith as **Annexure-I**.

(53) Subsequently, vide an Order dated 9.10.2019 passed by The District Collector, Ahmedabad bearing No. 1410/07/17/051/2019, for part land admeasuring about 11043 sq. mtrs., for the land bearing Block No. 154 admeasuring in aggregate to 16996 sq. mtrs., upon payment of premium the restrictions under Section 43 of The Gujarat Tenancy and Agricultural Lands Act, 1948 were removed, pursuant thereto the said Land was converted to Old tenure land subject to adherence and fulfillment of the conditions stated therein. The said event was entered in the revenue records on 9.10.2019 vide mutation entry no. 2986.

Note: Copy of the Order dated 9.10.2019 passed by The District Collector, Ahmedabad bearing No. 1410/07/17/051/2019 has not been perused by us.

(54) Thereafter, vide an Order passed by The Collector, Ahmedabad bearing No. 1973/07/17/051/2019 dated 5.11.2019, under the aegis of Section 65 of The Gujarat Land Revenue Code, 1879, it was iterated that part land admeasuring about 11043 sq. mtrs., for the land bearing Block No. 154 admeasuring in aggregate to 16996 sq. mtrs., had been converted into Non-Agricultural Land, subject to adherence and fulfillment of the conditions





stated therein. The said event was entered in the revenue records on 5.11.2019 vide mutation entry no. 2992.

Note: Copy of Order passed by The Collector, Ahmedabad bearing No. 1973/07/17/051/2019 dated 5.11.2019 has not been verified by us.

- (55) Subsequently, the said Land was sold and conveyed by Nitaben Kamleshkumar Shah in favour of Seventh Infraspaces vide a Sale Deed dated 7.7.2021 registered at the Office of Sub-Registrar of Assurances under serial no. 13143. The said event was entered in the revenue records on 9.7.2021 vide mutation entry no. 3137.

Note 1: The *Shera* section i.e. column no. 4 of the aforementioned mutation entry reflects that an Objection dated 12.7.2021 was received from Kachraji Punjaji represented through his Power of Attorney Holder i.e. Falgunbhai B. Patel pursuant to which mutation entry no. 3137 was categorized as *Takrari*, however vide an Order dated 26.10.2021 bearing Takrari Case No. 106/2021 the said mutation entry was certified.

Note 2: We have not been furnished with copy of Order dated 26.10.2021 bearing Takrari Case No. 106/2021, therefore the same has not been verified by us.

- (56) **Zoning Certificate:** In view of the perused copy of Zoning Certificate dated 24.9.2021 issued by Town Planning Inspector, Ahmedabad Municipal Corporation, Ahmedabad, the said Land was declared to fall in the 'Residential Zone- I i.e. R1'. Copy of the Zoning Certificate is attached herewith as **Annexure – II**

5. **DOCUMENTS VERIFIED:**

For the purpose of this Title Certificate, we have ascertained/verified the following documents:





1. Village Form no. 7/12 of the said Land;
2. Mutation entries in Form no. 6 relating to the said Land;
3. Form-F;
4. Sale Deed dated 5.2.2003 registered under serial no. 714;
5. Sale Deed dated 29.11.2004 registered under serial no. 7429;
6. Cancellation Deed dated 5.1.2005 registered under serial no. 127 (Old Registration No. 6446/2004);
7. Sale Deed dated 28.6.2007 registered under serial no. 7894;
8. Agreement to Sell dated 29.3.2010 registered under serial no. 5197;
9. Confirmation Deed dated 5.10.2010 registered under serial no. 18233;
10. Confirmation Deed dated 5.10.2010 registered under serial no. 18245;
11. Confirmation Deed dated 6.10.2010 registered under serial no. 18251;
12. Sale Deed dated 1.12.2010 registered under serial no. 17559;
13. Cancellation Deed dated 16.12.2010 registered under serial no. 23184;
14. Confirmation Deed dated 16.12.2010 registered under serial no. 23203;
15. Order passed in R.T.S. Takrari Case No. 183/11 dated 10.1.2011;
16. Order passed by The Principle Senior Civil Judge, Ahmedabad in Special Civil Suit No. 510/2012;
17. Agreement to Sell (Without Possession) dated 27.8.2012 registered under serial no. 1181;
18. Power of Attorney dated 27.8.2012 registered under serial no. 1182;
19. Agreement to Sell (Without Possession) dated 18.10.2012 registered under serial no. 1662;
20. Agreement to Sell (Without Possession) dated 19.12.2012 registered under serial no. 1991;
21. Power of Attorney dated 20.12.2012 registered under serial no. 1992;
22. Agreement to Sell (Without Possession) dated 20.3.2013 registered under serial no. 651;
23. Agreement to Sell (Without Possession) dated 20.7.2013 registered under serial no. 1706;





24. Agreement to Sell (Without Possession) dated 29.4.2013 registered under serial no. 993;
25. Order bearing No. R.T.S/ Appeal/ Ca. No. 121/13 dated 31.12.2014;
26. Confirmation Deed dated 28.7.2016 registered under serial no. 1755;
27. Order passed in Special Civil Suit bearing No. 309/2007 dated 22.3.2017;
28. Declaration dated 7.4.2017 registered under serial no. 482;
29. Confirmation Deed dated 7.4.2017 registered under serial no. 484;
30. Agreement to Sell (Without Possession) dated 28.2.2019 registered under serial no. 390;
31. Cancellation Deed dated 1.4.2019 registered under serial no. 649;
32. Cancellation Deed dated 1.4.2019 registered under serial no. 650;
33. Cancellation Deed dated 1.4.2019 registered under serial no. 651;
34. Cancellation Deed dated 1.4.2019 registered under serial no. 652;
35. Declaration dated 1.4.2019 registered under serial no. 656;
36. Agreement to Sell (Without Possession) dated 1.4.2019 registered under serial no. 657;
37. Cancellation Deed dated 1.4.2019 registered under serial no. 653;
38. Cancellation Deed dated 1.4.2019 registered under serial no. 654;
39. Declaration dated 1.4.2019 registered under serial no. 655;
40. Sale Deed dated 7.7.2021 registered under serial no. 13143; and
41. Zoning Certificate dated 24.9.2021.

6. SEARCH IN THE REVENUE RECORDS:

We have conducted search in the office of the concerned authority on 15.11.2019, 6.6.2020, 8.6.2020 and 16.11.2021 and the following additional documents are noted in the revenue records with regard to the said Land:

1. Agreement to Sell (without possession) dated 21.10.1995 registered at the Office of Sub-Registrar of Assurances under serial no. 5309 executed by (1) Jeevatben- Daughter of Mohanji Ghelaji and Widow of Punjaji Motiji (2)





Jadiben- Daughter of Punjaji Motiji (3) Kachraji Punjaji and (4) Champaben- Daughter of Punjaji Motiji in favour of Bhikhabhai Haribhai.

Note 1: It appears from the revenue records that post registration of the abovementioned Agreement to Sell (Without possession) dated 21.10.1995 registered at the Office of Sub-Registrar of Assurances under serial no. 5309 in favour of Bhikhabhai Haribhai, Bhikhabhai Haribhai has never claimed any rights over the said land. Further, said Bhikhabhai Haribhai has not raised any objection against the public notice issued to verify the title of Nitaben Kamleshbhai Shah.

Note 2: We have been informed that the copy of the aforementioned Agreement to Sell is not available with the concerned government office and therefore, the same has not been verified by us.

2. Agreement to Sell (without possession) dated 5.9.1997 registered at the Office of Sub-Registrar of Assurances under serial no. 3745 executed by (1) Ahmedkhanji Mehmudkhanji (2) Jeevatben Mohanji –Daughter of Ghelaji both represented by their Power of Attorney Holder i.e. Sureshbhai Hiralal in favour of Shree Sursuta Co-operative Housing Society Limited represented through its Chairman Mahasukhbhai Shantilal.

Note: It has been reflected that Shree Sursuta Co-operative Housing Society Limited represented through its Chairman Mahasukhbhai Shantilal had joined the Sale Deed as confirming party and therefore, their rights have been diluted from the said Land.

3. Sale Deed dated 29.11.2004 registered at the Office of Sub-Registrar of Assurances under serial no. 7429 executed by (1) Jeevatben- Daughter of Mohanji Ghelaji acting for self and Karta of H.U.F (2) Bhikhiben Aataji (3) Rameshji Aataji (4) Maniben- Daughter of Jesangji Motiji (5) Kulsumbibi- widow of Ahmedali Khanji Mehmudkhanji (6) Khurshidbanu AhmedaliKhanji (7) Javedalikhanji AhmedaliKhanji (8) Naahidbanu





AhmedaliKhanji (9) Femidabanu AhmedaliKhanji and (10) Rukhsanaben AhmedaliKhanji in favour of Nizammudin MohammadAli.

Note: Vide a Cancellation Deed dated 5.1.2005 registered at the Office of Sub-Registrar of Assurances under serial no. 127 (Old Registration No. 6446/2004) executed between (1) Nizamuddin Mahammadali Khan and (1) Jeevatben- Daughter of Mohanji Ghelaji acting for self and Karta of H.U.F (2) Bhikhiben Aataji (3) Rameshji Aataji (4) Maniben- Daughter of Jesangji Motiji (5) Kulsumbibu- widow of Ahmedali Khanji Mehmudkhanji (6) Khurshidbanu AhmedaliKhanji (7) Javedalikhanji AhmedaliKhanji (8) Naahidbanu AhmedaliKhanji (9) Femidabanu AhmedaliKhanji and (10) Rukhsanaben AhmedaliKhanji the aforementioned Sale Deed has been cancelled.

4. Notice of lis-pendens dated 24.9.2007 recorded under serial no. 11042, executed by Somabhai Harjeevandas Patel.

Note 1: It appears that the aforementioned notice is with reference to the Special Civil Suit bearing No. 309/2007 dated 22.3.2017, by virtue where of vide an Order passed by The Principle Senior Civil Judge, the said suit was allowed to be withdrawn without levying any Cost and in accordance with Order 23 Rule 1 of The Civil Procedure Code, 1909, further the said aspect was entered in the revenue records on 2.4.2018 vide mutation entry no. 2827.

Note 2: Further, vide a Cancellation of Notice dated 7.4.2017 registered under serial no. 483, executed by (1) Somabhai Harjeevandas (2) Jibhai Harjeevandas (3) Amrutlal Harjeevandas and (4) Savitaben Harjeevandas, the aforementioned notice was cancelled upon withdrawal of Special Civil Suit bearing No. 309/2007.





5. Notice of lis-pendens dated 6.10.2009 registered under serial no. 17755, issued in Special Suit No. 465/2009 in the name of Natwarbhai Maljibhai Verma.

Note: The Suit filed by Natwarbhai Maaljibhai (Appellant) against Bhikhiben Aataji Thakor and Others (Respondent) was allowed to be withdrawn and disposed off, vide an order passed by The Principle Senior Civil Judge, Ahmedabad in Special Civil Suit No. 465/2009 dated 18.2.2012.

6. Agreement to Sell dated 29.3.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 5197 executed by (1) Kulsumbibi- Widow of Ahmedalikhan Mehmudalikhan (2) Naahidbanu- daughter of Ahmedalikhan Mehmudalikhan and wife of Mustaak Hussain, both represented through their Power of Attorney Holder i.e. Gulaamhussain alias Aslam Mahammadrasid Qureshi in favour of Mahammad Samir Gulaam Mohammad Sandhi.

Note: Vide a Cancellation Deed dated 16.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 23184, executed between Mohammad Samir Gulaam Mohammad Sandhi and (1) Kulsumbibi- Widow of Ahmedalikhan MehmudAliKhanji (2) Naahidabanu- Daughter of Ahmedalikhan MehmudAliKhanji and wife of Mustaak Hussain, the aforementioned Agreement to Sell has been cancelled.

7. Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233, executed by (1) Kachraji Punjaji (2) Champaben- daughter of Punjaji Motiji Thakor and wife of Punjaji Thakor (3) Rameshbhai Ukaji (4) Amarsang Ukaji (5) Kishorbhai Ukaji (6) Kaaliben Ukaji and (7) Lasiben Ukaji in favour of Nitaben Kamleshbhai Shah.





Note: The aforementioned Confirmation Deed has been executed in furtherance of the Sale Deed dated 23.9.2010/1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559.

8. Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18245, executed by (1) Kanaji Varvaji (2) Minor Daksha- represented by Kanaji Varvaji (3) Madhiben- wife of Kanaji Varvaji and (4) Manguben- wife of Varvaji Shivaji Thakor in favour of Nitaben Kamleshbhai Shah.

Note: The aforementioned Confirmation Deed has been executed in furtherance of the Sale Deed dated 23.9.2010/1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559.

9. Confirmation Deed dated 6.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18251, executed by (1) Bhikhiben- Daughter of Aataji Jesangji and Wife of Bhikhaji Kalaji (2) Rameshji Aataji represented through his Power of Attorney Holder i.e. Bhikhiben Aataji (3) Maniben – Daughter of Jesangji Motiji in favour of Nitaben Kamleshbhai Shah.

Note: The aforementioned Confirmation Deed has been executed in furtherance of the Sale Deed dated 23.9.2010/1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559.

10. Power of Attorney dated 2.11.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 19078, executed by Khurshidbanu Ahmedalikhan in favour of Shamimbanu Jamsherkhan Pathan.

11. Confirmation Deed dated 16.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 23203 executed by (1) Kulsumbibbi- Widow of AhmedaliKhan MehmudAliKhanji (2) Naahidabanu- Daughter





of AhmedaliKhan MehmudAliKhanji and wife of Mustaak Hussien in favour of Nitaben Kamleshbhai Shah.

Note: The aforementioned Confirmation Deed has been executed in furtherance of the Sale Deed dated 23.9.2010/1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559.

12. Cancellation of Notice dated 23.2.2012 registered under serial no. 357, issued in Special Suit No. 465/2009 in the name of Natwarbhai Maljibhai Verma.

Note: The said cancellation is in pursuance of Notice dated 6.10.2009 registered under serial no. 17755 and Withdrawal of Case bearing no. 465/09.

13. Confirmation Deed dated 11.6.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 544, executed by (1) Ibrahimkhanji Sultan mahammadkhanji Babi (2) Ilyaaskhanji Sultan mahammadkhanji Babi (3) Mumtaazbegum- Widow of Mojudikhan Mehmud Pathan (4) Akhtaralikhan Mojudikhan Pathan (5) Bisumabibi alias Bismillabegum- Daughter of Kamalidikhan Mehmudkhan Pathan (6) Sidumabibi alias Sihumabibi- Kamaludinkhan Mehmudkhan Pathan and (7) Sikanderkhan Kamaluddinkhan Pathan and (8) Mehmudhan Kamaluddinkhan Pathan in favour of Vasantbhai Haribhai Gajera.

Note: The said confirmation deed has been executed in reference to the Sale Deed bearing No. 12989/2007, however we have not verified the copy of Confirmation Deed bearing No. 544/2012 and Sale Deed bearing No. 12989/2007.

14. Notice of lis-pendens dated 1.8.2012 registered under serial no. 1011, issued by The Principle Senior Civil Judge, Ahmedabad in Special Civil Suit No. 510/2012 in the name of Arpan Anubhai Shah.





Note: The aforementioned Special Civil Suit No. 510/2012 was filed by Arpan Anubhai Shah (Appellant) against Ashokbhai Devjibhai Patel and Others (Respondents), which had been subsequently withdrawn vide mutation entry no. 2289.

15. Agreement to Sell (Without Possession) dated 27.8.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 1181 executed by Kachraji Punjaji in favour of Vaadhubhai Kalubhai Desai.

Note 1: Vide a Cancellation Deed dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 653 executed by Thakor Kachraji Punjaji, the aforementioned Agreement to Sell (Without Possession) dated 27.8.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 1181 has been cancelled. Further, the said Cancellation Deed has been executed by Kachraji Punjaji alone and Vaadhubhai Kalubhai Desai, being the purchaser in the abovementioned Agreement to Sell, has not joined as a party to such cancellation deed. ,

Note 2: It can be evinced that Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said Land vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233, in favour of Nitaben Kamleshbhai Shah.

16. Power of Attorney dated 27.8.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 1182, executed between Kachraji Punjaji and Desai Sunilbhai Somabhai for the said Land.

Note: Vide a Declaration dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 655 executed between Thakor





Kachraji Punjaji and Desai Sunilbhai Somabhai, the aforementioned Power of Attorney has been cancelled.

17. Agreement to Sell (Without Possession) dated 18.10.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 1662 executed by Kachraji Punjaji in favour of (1) Pravin Chandubhai Patel and (2) Desai Maheshbhai Motibhai.

Note 1: Vide a Cancellation Deed dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 649 executed by Thakor Kachraji Pujaji, the Agreement to Sell dated 18.10.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 1662 has been cancelled. Further, the said Cancellation Deed has been executed by Kachraji Punjaji alone and (1) Pravin Chandubhai Patel and (2) Desai Maheshbhai Motibhai, being the purchasers in the abovementioned Agreement to Sell, have not joined as a party to such cancellation deed.

Note 2: It can be evinced that Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said Land vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233, in favour of Nitaben Kamleshbhai Shah.

18. Agreement to Sell (Without Possession) dated 19.12.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 1991, executed by (1) Kachraji Punjaji (2) Champaben- wife of Jenaji (3) Rameshbhai Ukaji *alias* Hukaji (4) Amarsang Ukaji (5) Kishorbhai Ukaji (6) Kaaliben Ukaji (7) Lasiben *alias* Lakshmiben Ukaji- wife of Rameshbhai in favour of Sanjaybhai Harshadbhai Patel.





Note 1: Vide a Cancellation Deed dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 654 executed by (1) Kachraji Punjaji (2) Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji, names of his legal heirs viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsang Thakor and (c) Minor Karan Amarsang Thakor – both minors represented by Gaurdian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor viz. (a) Savitaben- widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented by Gaurdian viz. Atulkumar Kishorbhai (6) Kaliben Ukaji and (7) Lasiben *alias* Lakshmiben Ukaji, the Agreement to Sell dated 19.12.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 1991 has been cancelled. Further, the said Cancellation Deed has been executed by Kachraji Punjaji and Others, and Sanjaybhai Harshadbhai Patel, being the purchaser in the abovementioned Agreement to Sell, has not joined as a party to such cancellation deed.

Note 2: It can be evinced that Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said Land vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233, in favour of Nitaben Kamleshbhai Shah.

19. Power of Attorney dated 20.12.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 1992 executed between (1) Kachraji Punjaji (2) Champaben- wife of Jenaji (3) Rameshbhai Ukaji *alias* Hukaji (4) Amarsang Ukaji (5) Kishorbhai Ukaji (6) Kaaliben Ukaji (7) Lasiben *alias* Lakshmiben Ukaji- wife of Rameshbhai and Pragnesh Harshadbhai Patel.





Note: Vide a Declaration dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 656, executed between (1) Thakor Kachraji Punjaji (2) Thakor Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji, viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsang Thakor and (c) Minor Karan Amarsang Thakor – both minors represented by Gaurdian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor viz. (a) Savitaben- widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented by Gaurdian viz. Atulkumar Kishorbhai (6) Kaliben Ukaji (7) Lasiben *alias* Lakshminiben Ukaji and Patel Pragnesh Harshadbhai, the aforementioned Power of Attorney has been cancelled.

20. Notice of lis-pendens dated 27.2.2013 registered at the Office of Sub-Registrar of Assurances executed by Arpan Anubhai Shah for the suit filed in the Court of Principle Senior Civil Judge, Ahmedabad in Special Civil Suit No. 97/2013.

Note: The Special Civil Suit No. 97/2013, filed in the Court of Principle Senior Judge, Ahmedabad has been disposed off.

21. Agreement to Sell (Without Possession) dated 20.3.2013 registered at the Office of Sub-Registrar of Assurances under serial no. 651 executed by Thakor Kachraji Punjaji in favour of Rajubhai Navdhanbhai Bharwad.

Note 1: Vide a Cancellation Deed dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 650 executed by Thakor Kachraji Pujaji, the aforementioned Agreement to Sell (Without Possession) dated 20.3.2013 registered at the Office of Sub-Registrar of Assurances under serial no. 651 has been cancelled. Further, the said Cancellation Deed has been executed by Kachraji Punjaji and Others, and Rajubhai Navdhanbhai Bharwad, being the purchaser in the





abovementioned Agreement to Sell, has not joined as a party to such cancellation deed.

Note 2: It can be evinced that Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said Land vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233, in favour of Nitaben Kamleshbhai Shah.

22. Agreement to Sell (Without Possession) dated 29.4.2013 registered at the Office of Sub-Registrar of Assurances under serial no. 993 executed by Kachraji Punjaji in favour of Amrutbhai Chhaganbhai Rabari for a portion of land admeasuring about 2832.66 sq. mtrs. from and out of land bearing Block No. 154 admeasuring in aggregate to 16996 sq. mtrs.

Note 1: Vide a Cancellation Deed dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 651, executed by Thakor Kachraji Pujaji, the aforementioned Agreement to Sell (Without Possession) dated 29.4.2013 registered at the Office of Sub-Registrar of Assurances under serial no. 993 has been cancelled. Further, the said Cancellation Deed has been executed only by Kachraji Punjaji and others and Amrutbhai Chhaganbhai Rabari, being the purchaser in the abovementioned Agreement to Sell, has not joined as a party to such cancellation deed.

Note 2: Further, vide a Confirmation Deed dated 20.2.2021 registered at the Office of Sub-Registrar of Assurances under serial no. 3650, Amrutbhai Chhaganbhai Rabari, has confirmed the cancellation of Agreement to Sell (Without Possession) dated 29.4.2013 registered at the Office of Sub-Registrar of Assurances under serial no. 993 and has further confirmed Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of





Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233 executed in favour of Nitaben Kamleshbhai Shah.

23. Agreement to Sell (Without Possession) dated 20.7.2013 registered at the Office of Sub-Registrar of Assurances under serial no. 1706 executed by Kachraji Punjaji in favour of Rohitbhai Dharabhai Bharwad.

Note 1: Vide a Cancellation Deed dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 652 executed by Thakor Kachraji Pujaji the aforementioned Agreement to Sell (Without Possession) dated 20.7.2013 registered at the Office of Sub-Registrar of Assurances under serial no. 1706 has been cancelled. Further, the said Cancellation Deed has been executed only by Kachraji Punjaji and others and Rohitbhai Dharabhai Bharwad, being the purchaser in the abovementioned agreement to sell, has not joined as a party to such cancellation deed.

Note 2: It can be evinced that Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said Land vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233, in favour of Nitaben Kamleshbhai Shah.

24. Cancellation of Notice dated 5.1.2016 registered under serial no. 51, issued by The Principle Senior Civil Judge, Ahmedabad in Special Civil Suit No. 510/2012 in the name of Arpan Anubhai Shah.

Note: The aforementioned Special Civil Suit No. 510/2012 was filed by Arpan Anubhai Shah (Appellant) against Ashokbhai Devjibhai Patel and Others (Respondents), which had been subsequently withdrawn and recorded in the revenue records vide mutation entry no. 2289.





25. Confirmation Deed dated 28.7.2016 registered at the Office of Sub-Registrar of Assurances under serial no. 1755, executed by (1) Legal heirs of Bhaaratsinh Shivabhai Parmar and (2) Legal heirs of Shanabhai Bhaaratsinh Parmar viz. (a) Birenabhai Shanaji and (b) Tarulataben- widow of Shanaji Bhaaratsinh in favour of Nitaben Kamleshbhai Shah.
26. Declaration dated 7.4.2017 registered at the Office of Sub-Registrar of Assurances under serial no. 482 executed by (1) Somabhai Harjeevandas (2) Jibhai Harjeevandas (3) Naranbhai Harjeevandas (4) Amrutlal Harjeevandas (5) Vasudevabhai Harjeevandas and (6) Savitaben Harjeevandas.
Note: The aforementioned Declaration has been executed with reference to the Sale Deed bearing registration numbers 714/2000, 7894/2007 and 17559/2010.
27. Cancellation of Notice dated 7.4.2017 registered under serial no. 483, in the name of (1) Somabhai Harjeevandas (2) Jibhai Harjeevandas (3) Amrutlal Harjeevandas and (4) Savitaben Harjeevandas.
Note: Vide aforementioned Cancellation of Notice, the Notice of Lis Pendens dated 24.9.2007 recorded under serial no. 11042 by Somabhai Harjeevandas Patel was cancelled upon withdrawal of Special Civil Suit bearing No. 309/2007.
28. Confirmation Deed dated 7.4.2017 registered at the Office of Sub-Registrar of Assurances under serial no. 484 executed by (1) Somabhai Harjeevandas (2) Jibhai Harjeevandas (3) Naranbhai Harjeevandas (4) Amrutlal Harjeevandas (5) Vasudevabhai Harjeevandas and (6) Savitaben Harjeevandas in favour of Nitaben Kamleshbhai Shah.





29. Power of Attorney dated 7.4.2017 registered at the Office of Sub-Registrar of Assurances under serial no. 486 executed between Savitaben Harjeevandas and Somabhai Harjeevandas.
30. Notice of lis-pendens dated 2.2.2018 registered under serial no. 261, issued by The Principle Senior Civil Judge, Ahmedabad in Regular Civil Suit No. 7/2018 in the name of Desai Mukeshbhai Versibhai.

Note 1: Regular Civil Suit No. 7/2018 filed in the Court of Principle Senior Civil Judge, Ahmedabad by Desai Mukeshbhai Versibhai is pending, further it can be adduced that Kachraji Punjaji (Respondent) had already sold and conveyed his rights, title and interest in the said land as reflected vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233, in favour of Nitaben Kamleshbhai Shah.

Note 2: We have not been furnished with any documents which reflect Desai Mukeshbhai Versibhai's rights over the said land. Further, Desai Mukeshbhai Versibhai could have verified the rights and title of Kachraji Punjaji prior to entering into an agreement. By virtue where of it appears that it is a non-maintainable suit, however the final outcome/order of the suit is pending and the same shall be taken into consideration as and when finality of the said suit is decided.

31. Agreement to Sell (Without Possession) dated 28.2.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 390 executed by (1) Kachraji Punjaji (2) Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsing Thakor and (c) Minor Karan Amarsing Thakor – both minors represented by Gaurdian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor viz. (a) Savitaben-





widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented through their Guardian viz. Atulkumar Kishorbhai (6) Kaliben Ukaji and (7) Lasiben *alias* Lakshmiben Ukaji in favour of (1) Vipulbhai Chinubhai Patel (2) Devashi Nareshkumar Thanaramji (3) Maheshbhai Nagjibhai Bharwad.

Note: It can be evinced that Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said land as reflected vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233, in favour of Nitaben Kamleshbhai Shah.

32. Agreement to Sell (Without Possession) dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 657 executed between (1) Thakor Kachraji Punjaji (2) Thakor Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsing Thakor and (c) Minor Karan Amarsing Thakor – both minors represented by Gaurdian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor viz. (a) Savitaben- widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented through their Guardian viz. Savitaben (6) Thakor Manojbhai Jenaji and (7) Thakor Rajeshbhai Jenaji in favour of Patel Prahladbhai Mohanbhai.

Note: It has been evinced that Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said land as reflected vide a Sale Deed dated





1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233 in favour of Nitaben Kamleshbhai Shah.

33. Notice of lis-pendens dated 12.2.2020 recorded under serial no. 2638, executed by (1) Thakor Kachraji Punjaji (2) Champaben Punjaji- daughter of Punjaji and wife of Thakor Jethaji (3) Legal heirs of Jadiben i.e. (a) Thakor Rameshbhai Ukaji *alias* Hukaji (b) Thakor Kaliben Ukaji *alias* Hukaji- daughter of Hukaji and wife of Thakor Jayantibhai (c) Thakor Lasiben *alias* Lakshmiben- daughter of Ukaji *alias* Hukaji (d) Legal heirs of Thakor Amarsang Ukaji *alias* Hukaji i.e. (i) Thakor Kailasben Amarsang (ii) Minor Thakor Varshaben Amarsing (iii) Minor Thakor Karankumar Amarsing- both minors being represented through their guardian i.e. Thakor Kailasben Amarsing (e) Legal heirs of Thakor Kishorbhai Ukaji *alias* Hukaji (i) Thakor Savitaben Kishorbhai (ii) Thakor Atulkumar Kishorbhai (iii) Minor Thakor Vishal Kishorbhai (iv) Minor Thakor Rahulkumar Kishorbhai- both minors represented through their guardian i.e. Thakor Savitaben Kishorbhai - all represented through their Power of Attorney Holder i.e. Patel Falgunbhai Bhikhabhai for a portion of land admeasuring about 8498 sq. mtrs. from and out of land bearing Block No. 154 admeasuring in aggregate to 16996 sq. mtrs.

Note: The said Notice of lis-pendens has been issued in contexture of Special Civil Suit bearing No. 25 of 2020, however the said Suit is pending before the Court of law and is yet to be decided by the Court.

34. Notice of lis-pendens dated 12.2.2020 recorded under serial no. 2641, issued in the name of (1) Thakor Kachraji Punjaji (2) Champaben Punjaji- daughter of Punjaji and wife of Thakor Jethaji (3) Legal heirs of Jadiben i.e. (a) Thakor Rameshbhai Ukaji *alias* Hukaji (b) Thakor Kaliben Ukaji *alias*





Hukaji- daughter of Hukaji and wife of Thakor Jayantibhai (c) Thakor Lasiben *alias* Lakshmiben- daughter of Ukaji *alias* Hukaji (d) Legal heirs of Thakor Amarsang Ukaji *alias* Hukaji (i) Thakor Kailasben Amarsang (ii) Minor Thakor Varshaben Amarsing (iii) Minor Thakor Karankumar Amarsing- both minors being represented through their guardian i.e. Thakor Kailasben Amarsing (e) Legal heirs of Thakor Kishorbhai Ukaji *alias* Hukaji (i) Thakor Savitaben Kishorbhai (ii) Thakor Atulkumar Kishorbhai (iii) Minor Thakor Vishal Kishorbhai (iv) Minor Thakor Rahulkumar Kishorbhai- both minors represented through their guardian i.e. Thakor Savitaben Kishorbhai, further all of them represented through their Power of Attorney Holder i.e. Patel Falgunbhai Bhikhabhai for a portion of land admeasuring about 8498 sq. mtrs. from and out of land bearing Block No. 154 admeasuring in aggregate to 16996 sq. mtrs.

Note: The said Notice of lis-pendens has been issued in contexture of Special Civil Suit bearing No. 25/2020, however the said Suit is pending before the Court of law and is yet to be decided by the Court.

35. Confirmation Deed dated 20.2.2021 registered at the Office of Sub-Registrar of Assurances under serial no. 3650, executed by Amrutbhai Chhaganbhai Rabari for a portion of land admeasuring about 2832.66 sq. mtrs. from and out of land bearing Block No. 154 admeasuring in aggregate to 16996 sq. mtrs.

Note: The aforementioned Confirmation Deed is in furtherance of the Agreement to Sell (Without Possession) dated 29.4.2013 registered at the Office of Sub-Registrar of Assurances under serial no. 993, wherein he has confirmed the cancellation of the said Agreement to Sell, and has further confirmed Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233 executed in favour of Nitaben Kamleshbhai Shah.





7. **PUBLIC NOTICE:**

For verification of title to the said Land we have issued public notice in local newspapers viz. "Divya Bhaskar-Ahmedabad Edition on 12.11.2019" and "Sandesh- Ahmedabad Edition on 13.11.2019" (copy of which is annexed hereto as **Annexure-II**) and pursuant to said public notices we have received below stated objections:

1. Prahlad Mohanbhai Patel (hereinafter referred to as 'Claimant No. 1') has come forth with this objection, pursuant to the Public Notice dated 13.11.2019, issued in Sandesh- Ahmedabad Edition. Claimant No. 1 claims that (1) Thakor Kachraji Punjaji (2) Thakor Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsang Thakor and (c) Minor Karan Amarsang Thakor – both minors represented through their Guardian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor viz. (a) Savitaben- widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented through their Guardian viz. Savitaben (6) Thakor Manojbhai Jenaji and (7) Thakor Rajeshbhai Jenaji had executed Agreement to Sell (Without Possession) dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 657. Claimant No. 1 claims that pursuant to the aforementioned Agreement to Sell, he has rights over the said land. Claimant No. 1 further claims that Nitaben Kamleshbhai Shah has unlawfully acquired the said Land, and she has no ownership rights over the said Land.

In response to the said objection, we had by our letter dated 19.12.2019, communicated to Claimant No. 1 that while executing aforementioned Agreement to Sell, Thakor Kachraji Punjaji and Others did not have any





rights, title or interest in the said land, and by virtue whereof they had fraudulently executed the said Agreement to Sell in favour of Prahlad Mohanbhai Patel. In response thereto, Claimant No. 1 in his reply, had provided us with copies of (1) Notarized Agreement to Sell dated 26.8.2005 (2) Agreement to Sell (Without Possession) dated 1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 657 and (3) Map and Panchnama as placed on record in Regular Civil Suit bearing No. 294/2019.

Further, the said objection is not tenable in view of the fact that no rights of Thakor Kachraji Punjaji and Others subsisted on the said Land on the date of execution of the said Agreement to Sell, as the said Land was in the ownership of Nitaben Kamleshbhai Shah as recorded in the revenue records vide mutation entry no. 2029. Further, Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said land in favour of Nitaben Kamleshbhai Shah as reflected vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233. With reference to the Regular Civil Suit bearing No. 294/2019 filed by Prahlad Mohanbhai Patel, verification of the rights and title of Kachraji Punjaji and others should have been carried upon by Claimant No. 1, prior to entering into an agreement, further as no proceedings have been initiated by the Claimant, therefore it appears that said suit is barred by limitation, however the said Suit is pending before the Court of law and is yet to be decided by the Court.

2. Mahendra Bhimjibhai Soni (hereinafter referred to as 'Claimant No. 2') has come forth with this objection, pursuant to the Public Notices dated 12.11.2019 and 13.11.2019, issued in Divya Bhaskar-Ahmedabad Edition and Sandesh- Ahmedabad Edition respectively. Claimant No. 2 claims that





(1) Thakor Kachraji Punjaji (2) Thakor Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsang Thakor and (c) Minor Karan Amarsang Thakor – both minors represented through their Guardian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor viz. (a) Savitaben- widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented through their Guardian viz. Savitaben (6) Thakor Manojbhai Jenaji and (7) Thakor Rajeshbhai Jenaji had executed a Notarized Agreement to Sell (Without Possession) dated 22.9.2017. Claimant No. 2 further claims that pursuant to the aforementioned Agreement to Sell, he has rights over the said Land. The Objector further claims that Nitaben Kamleshbhai Shah has unlawfully acquired the said Land and has no ownership rights over the said Land.

In response to the said objection, we had by our letter dated 19.12.2019, communicated to Claimant No. 2 that while executing aforementioned Agreement to Sell, Thakor Kachraji Punjaji and Others did not have any rights, title or interest in the said Land, and by virtue whereof they had fraudulently executed the said Agreement to Sell in favour of Mahendra Bhimjibhai Soni.

Further, the said objection is not tenable in view of the fact that no rights of Thakor Kachraji Punjaji and others subsisted on the said Land on the date of execution of the said Agreement to Sell, as the said Land was in the ownership of Nitaben Kamleshbhai Shah as recorded in the revenue records vide mutation entry no. 2029. Further, Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said land in favour of Nitaben Kamleshbhai Shah as reflected vide a Sale Deed dated 1.12.2010 registered at the Office of





Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233.

3. (a) Vipulbhai Chinubhai Patel (b) Devashi Nareshkumar Thanaramji and (c) Maheshbhai Nagjibhai Bharwad (hereinafter referred to as 'Claimant No. 3') have come forth with this objection, pursuant to the Public Notice dated 12.11.2019, issued in Divya Bhaskar-Ahmedabad Edition. Claimant No. 3 claims that (1) Kachraji Punjaji (2) Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsang Thakor and (c) Minor Karan Amarsang Thakor – both minors represented by Gaurdian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor viz. (a) Savitaben- widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented by Gaurdian viz. Atulkumar Kishorbhai (6) Kaliben Ukaji (7) Lasiben *alias* Lakshmiben Ukaji had executed an Agreement to Sell (Without Possession) dated 28.2.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 390.

Claimant No. 3 further claims that pursuant to the aforementioned Agreement to Sell, they have rights over the said land. Claimant No. 3 further claims that Nitaben Kamleshbhai Shah has unlawfully acquired the said Land, and has no ownership rights over the said Land.

In response to the said objection, we had by our letter dated 19.12.2019, communicated to Claimant No. 3 that while executing aforementioned Agreement to Sell, Thakor Kachraji Punjaji and Others did not have any rights, title or interest in the said Land, and by virtue whereof they had fraudulently executed the said Agreement to Sell in favour of (a) Vipulbhai





Chinubhai Patel (b) Devashi Nareshkumar Thanaramji and (c) Maheshbhai Nagjibhai Bharwad.

The said objection is not tenable in view of the fact that no rights of Thakor Kachraji Punjaji and Others subsisted on the said Land on the date of execution of the said Agreement to Sell, as the said Land was already in the ownership of Nitaben Kamleshbhai Shah as recorded in the revenue records vide mutation entry no. 2029. Further, Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said Land in favour of Nitaben Kamleshbhai Shah as reflected vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233.

4. Bhikhiben Aataji (hereinafter referred to as 'Claimant No-4') has come forth with this objection, pursuant to the Public Notices dated 12.11.2019 and 13.11.2019, issued in Divya Bhaskar-Ahmedabad Edition and Sandesh-Ahmedabad Edition respectively. The Objector claims that she has rights, title and interest in the said land, however Claimant No-4 has not submitted any document/ revenue records which reflect her ownership rights over the said Land.

In response to the said objection, we had by our letter dated 19.12.2019, communicated to Claimant No. 4 that a Confirmation Deed dated 6.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18251 had been executed by (1) Bhikhiben- Daughter of Aataji Jesangji and Wife of Bhikhaji Kalaji (2) Rameshji Aataji represented through his Power of Attorney Holder i.e. Bhikhiben Aataji and (3) Maniben – Daughter of





Jesangji Motiji in favour of Nitaben Kamleshbhai Shah, stating that they do not have any rights, title and interest in the said Land.

Further, the said objection is not tenable in view of the fact that a Sale Deed dated 29.11.2004 registered at the Office of Sub-Registrar of Assurances under serial no. 7429 was executed by (1) Jeevatben- Daughter of Mohanji Ghelaji acting for self and Karta of H.U.F (2) Bhikhiben Aataji (3) Rameshji Aataji (4) Maniben- Daughter of Jesangji Motiji (5) Kulsumbibí- widow of Ahmedali Khanji Mehmudkhanji (6) Khurshidbanu AhmedaliKhanji (7) Javedalikhanji AhmedaliKhanji (8) Naahidbanu AhmedaliKhanji (9) Femidabanu AhmedaliKhanji and (10) Rukhsanaben AhmedaliKhanji in favour of Nizammudin MohammadAli. However, the said Sale Deed was cancelled vide a Cancellation Deed dated 5.1.2005 registered at the Office of Sub-Registrar of Assurances under serial no. 127 (Old Registration No. 6446/2004) executed between (1) Nizamuddin Mahammadali Khan and (1) Jeevatben- Daughter of Mohanji Ghelaji acting for self and Karta of H.U.F (2) Bhikhiben Aataji (3) Rameshji Aataji (4) Maniben- Daughter of Jesangji Motiji (5) Kulsumbibí- widow of Ahmedali Khanji Mehmudkhanji (6) Khurshidbanu AhmedaliKhanji (7) Javedalikhanji AhmedaliKhanji (8) Naahidbanu AhmedaliKhanji (9) Femidabanu AhmedaliKhanji and (10) Rukhsanaben AhmedaliKhanji. Further, Bhikhiben Aataji did not have any ownership rights in the said land at any point in time.

5. Khurshidbanu Ahmedalikhan (hereinafter referred to as 'Claimant No. 5') has come forth with this objection, pursuant to the Public Notice dated 13.11.2019, issued in Sandesh- Ahmedabad Edition. The Objector claims that the said land being an ancestral property, she has rights, title and interest in the said land.





In response to the said objection, we had by our letter dated 19.12.2019, communicated to Claimant No. 5 that vide a Sale Deed dated 24.9.2010/1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559, Khurshidbanu Ahmedalikhan along with Others had personally executed the said Sale Deed in favour of Nitaben Kamleshbhai Shah, by virtue whereof she had transferred all her rights, title and interest in the said Land, pursuant to which the said objection is not tenable.

6. (a) Chandrakant Thakkar and (b) Prashant Babubhai (hereinafter referred to as 'Claimant No. 6') have come forth with this objection, pursuant to the Public Notice dated 13.11.2019, issued in Sandesh- Ahmedabad Edition. Claimant No. 6 claims that (1) Thakor Kachraji Punjaji (2) Thakor Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsang Thakor and (c) Minor Karan Amarsang Thakor – both minors represented by Gaurdian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor viz. (a) Savitaben- widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented through their Guardian viz. Savitaben (6) Thakor Manojbhai Jenaji and (7) Thakor Rajeshbhai Jenaji had executed a Notarized Agreement to Sell (Without Possession) dated 25.4.2019. Claimant No. 6 further claims that pursuant to the aforementioned Agreement to Sell, they have rights over the said Land. Claimant No. 6 further claims that Nitaben Kamleshbhai Shah has unlawfully acquired the said Land, and has no ownership rights over the said Land.

In response to the said objection, we had by our letter dated 19.12.2019, communicated to Claimant No. 6 that, while executing aforementioned Agreement to Sell, Thakor Kachraji Punjaji and Others did not have any





rights, title or interest in the said land, and by virtue whereof they had fraudulently executed the said Agreement to Sell in favour of Claimant No. 6.

Further, the said objection is not tenable in view of the fact that vide a Notarized Cancellation Deed dated 3.2.2021 Chandrakant Thakkar and Prashant Babubhai had confirmed the cancelled of the aforementioned Agreement to Sell and vide a Confirmation Deed and Affidavit-cum-Declaration dated 3.2.2021, they had confirmed Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233 executed in favour of Nitaben Kamleshbhai Shah.

7. Pravin Chandubhai Patel and Desai Maheshbhai Motibhai (hereinafter referred to as 'Claimant No. 7') have come forth with this objection, pursuant to the Public Notice dated 13.11.2019 issued in Sandesh-Ahmedabad Edition. Claimant No. 7 claims that Thakor Kachraji Punjaji had executed an Agreement to Sell (Without Possession) dated 18.10.2012 registered at the Office of Sub-Registrar of Assurances under serial no. 1662. Claimant No. 7 further claims that pursuant to the aforementioned Agreement to Sell, he has rights over the said land. Claimant No. 7 also claims that Nitaben Kamleshbhai Shah has unlawfully acquired the said Land, and has no ownership rights over the said Land.

The said objection is not tenable in view of the fact that no rights of Thakor Kachraji Punjaji and others subsisted on the said land on the date of execution of the said Agreement to Sell, as the said Land was already in the ownership of Nitaben Kamleshbhai Shah as recorded in the revenue records vide mutation entry no. 2029. Thereafter, vide a Cancellation Deed dated





1.4.2019 registered at the Office of Sub-Registrar of Assurances under serial no. 649 executed by Thakor Kachraji Pujaji alone, the aforementioned Agreement to Sell had been cancelled and (a) Pravin Chandubhai Patel and (b) Desai Maheshbhai Motibhai were not made parties to the said Cancellation Deed. Further, Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said land as reflected vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233 in favour of Nitaben Kamleshbhai Shah.

8. Bharwad Vijaykumar Govindbhai (hereinafter referred to as the 'Claimant No. 8') has come forth with this objection, pursuant to the Public Notice dated 13.11.2019, issued in Sandesh- Ahmedabad Edition. Claimant No. 8 claims that (1) Thakor Kachraji Punjaji (2) Thakor Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsang Thakor and (c) Minor Karan Amarsang Thakor – both minors represented by Gaurdian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor viz. (a) Savitaben- widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented through their Guardian viz. Savitaben (6) Thakor Manojbhai Jenaji and (7) Thakor Rajeshbhai Jenaji had executed a Notarized Agreement to Sell (Without Possession) dated 6.3.2019. Claimant No. 8 claims that pursuant to the aforementioned Agreement to Sell, he has rights over the said land. Claimant No. 8 further claims that Nitaben Kamleshbhai Shah has unlawfully acquired the said Land, and has no ownership rights over the said Land.





The said objection is not tenable in view of the fact that no rights of Thakor Kachraji Punjaji and Others subsisted on the said Land on the date of execution of the said Agreement to Sell, as said Land was in the ownership of Nitaben Kamleshbhai Shah as recorded in the revenue records vide mutation entry no. 2029. Further, while executing aforementioned Agreement to Sell, Thakor Kachraji Punjaji and Others did not have any rights, title or interest in the said Land, and by virtue whereof they had fraudulently executed the said Agreement to Sell in favour of Claimant No. 8, as Kachraji Punjaji and Others, who had executed the said Agreement to Sell, had already sold and conveyed their rights, title and interest in the said land as reflected vide a Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233 in favour of Nitaben Kamleshbhai Shah.

9. Amrutbhai Rabari (hereinafter referred to as the 'Claimant No. 9') has come forth with this objection, pursuant to the Public Notices dated 12.11.2019 and 13.11.2019, issued in Divya Bhaskar-Ahmedabad Edition and Sandesh-Ahmedabad Edition respectively. Claimant No. 9 claims that Thakor Kachraji Punjaji had executed Agreement to Sell (Without Possession) dated 29.4.2013 registered at the Office of Sub-Registrar of Assurances under serial no. 993. Claimant No. 9 further claims that Nitaben Kamleshbhai Shah has unlawfully acquired the said Land, and has no ownership rights over the said Land.

The said objection is not tenable in view of the fact that vide a Confirmation Deed dated 20.2.2021 registered at the Office of Sub-Registrar of Assurances under serial no. 3650, Amrutbhai Chhaganbhai Rabari, has confirmed the cancellation of Agreement to Sell (Without Possession) dated 29.4.2013 registered at the Office of Sub-Registrar of Assurances under





serial no. 993 and has further confirmed Sale Deed dated 1.12.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559 and Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233 executed in favour of Nitaben Kamleshbhai Shah.

10. (1) Thakor Kachraji Punjaji (2) Thakor Champaben Punjaji (3) Rameshbhai Ukaji (4) Legal heirs of Amarsang Ukaji *alias* Hukaji viz. (a) Kailasben Amarsing Thakor (b) Minor Varshaben Amarsang Thakor and (c) Minor Karan Amarsang Thakor – both minors represented through their Guardian viz. Kailasben Amarsing Thakor (5) Legal heirs of Kishorbhai Hukaji Thakor names of his legal heirs viz. (a) Savitaben- widow of Kishorbhai Hukaji Thakor (b) Atulkumar Kishorbhai (c) Minor Vishal Kishorbhai and (d) Minor Rahul Kishorbhai- both minors represented through their Guardian viz. Savitaben Thakor (hereinafter referred to as the 'Claimant No. 10') have come forth with this objection, pursuant to the Public Notice dated 13.11.2019, issued in Sandesh- Ahmedabad Edition. Claimant No. 10 claims that the said land was in their ownership and Nitaben Kamleshbhai Shah has unlawfully acquired the said Land, and pursuant thereto has no ownership rights over the said Land.

Claimant No. 10 further claims that they had earlier executed a Power of Attorney, by virtue whereof they had appointed Shivakant Someshwar Pandey as their Attorney Holder, however on 26.4.2007 the said Power of Attorney was cancelled. However, for execution of Sale Deed dated 23.9.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559, Shivakant Someshwar Pandey to whom the objectors had granted Power of Attorney, misused his authority and executed the Sale Deed in favour of the purchaser i.e. Nitaben Kamleshbhai. Therefore, the Sale Deed dated 23.9.2010 registered at the Office of Sub-Registrar of





Assurances under serial no. 17559 is void in nature and has been fraudulently executed.

The said objection is not tenable in view of the fact that no rights of Objectors subsisted on the said land, as they had executed a Confirmation Deed dated 5.10.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 18233, stating that in furtherance of the Sale Deed dated 23.9.2010 registered at the Office of Sub-Registrar of Assurances under serial no. 17559, they have willingly appointed Shivakant Someshwar Pandey as their Attorney Holder to execute the Sale Deed, and further in the Confirmation Deed they have agreed that upon such execution of the said Sale Deed, they do not have any rights, title or interest in the said land and their legal heirs shall also not claim any rights, title or interest in the said Land.

8. **STATUS OF THE SAID LAND:**

The Village Form No. 7/12 as on 13.01.2022 reflects the tenure of the said Land to be non-agricultural land.

9. **FINAL OBSERVATIONS/REMARKS:**

On the basis of the investigation of title carried out by us as aforesaid and subject to what is stated hereinabove; the Owner *viz.* Seventh Infraspaces has a clear and marketable title to the said Land without any charge or encumbrance in any manner, subject to the ensuing:

Observations:

1. Final outcome/order in the pending proceedings mentioned herein above in clause nos. 4, 6 and 7;
2. Relevant provisions under the extant Laws applicable in the State of Gujarat; and

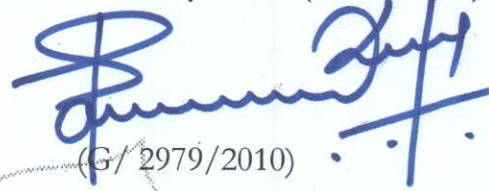




3. Other observations as stated herein above in the Title Certificate.

DATED THIS 20TH DAY OF JANUARY, 2022

For, Wadia Ghandy & Co. (Ahmedabad)


(G/ 2979/2010)

Partner

