

अनुक्रमांक नंबर 8200

से 9999 के वरिष्ठ

के तारखेस 9 व. 2

के दरम्यान उल्हासनगर ये

दुय्यम निबंधक यांचे कचेरीत

आणून दिला.

Resubmission

Sd/- D. G. Nijal
दुय्यम निबंधक उल्हासनगर - 9.

१) से. आर्या लक्ष्मणायक

तर्फे आशीशर अनंतरामत

आर्या

वम - 22, व्यापार

व. उल्हासनगर - 9

२) व्ही. वाद्याकिशिन

विनयमिकात आर्या

वम - 22, व्यापार

व. उल्हासनगर - 9

दस्तावेज करून देणार

अधिकारी

वस्तु कर्म दिल्हाचे कबूल

करता

Sd/-

खालील प्रमाणे की घेतली

नोंदणी की - 8600

छायाचित्रण की - 00

(98) पाने 2

शेरे की - 3

रुजवात की - 3

फायलिंग की - 9

टपाल की - 0

एकूण की - 8600

Sd/- D. G. Nijal

दुय्यम निबंधक उल्हासनगर - 9.

व्ही. व्हीचंद्र पी. धन

देणार

व. उल्हासनगर - 9

२) व्ही. वाद्याकिशिन

विनयमिकात आर्या

वम - 22, व्यापार

व. उल्हासनगर - 9

दस्तावेज करून देणार

अधिकारी

वस्तु कर्म दिल्हाचे कबूल

करता

Sd/-

खालील प्रमाणे की घेतली

नोंदणी की - 8600

छायाचित्रण की - 00

(98) पाने 2

शेरे की - 3

रुजवात की - 3

फायलिंग की - 9

टपाल की - 0

एकूण की - 8600

Sd/- D. G. Nijal

दुय्यम निबंधक उल्हासनगर - 9.

व्ही. व्हीचंद्र पी. धन

देणार

व. उल्हासनगर - 9

२) व्ही. वाद्याकिशिन

विनयमिकात आर्या

वम - 22, व्यापार

व. उल्हासनगर - 9

दस्तावेज करून देणार

अधिकारी

वस्तु कर्म दिल्हाचे कबूल

करता

Sd/-

Sd/- D. G. Nijal

दुय्यम निबंधक उल्हासनगर - 9

पुस्तक क्रमांक

क्रमांकावर नोंदला.

3000

Sd/- D. G. Nijal

दुय्यम निबंधक

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व. उल्हासनगर - 9

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of any other concerned authority, will be borne by all the Shop/Godowns/Office premises/Residential flats holders, as per the ratio of Shops/Godowns/Office premises/Flats, and the Vendor (Builder) aforesaid shall not contribute any thing towards the same.

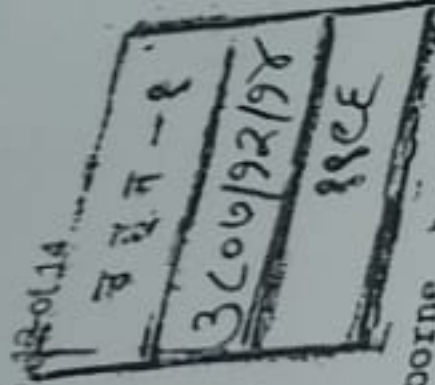
That the Purchaser aforesaid has inspected the documents of the said building and he is also satisfied with the documents, hereafter the purchaser aforesaid shall not complaint regarding the title of the said building.

Before taking the vacant physical possession of the said Flat, the Purchaser aforesaid has inspected the said Flat in all respects and he is satisfied with the construction and other work of the said building. hereafter the Purchaser aforesaid shall not complaint regarding the quality of construction and other work of the said building.

That the Vendor (Builder) aforesaid shall clear off all the arrears of Municipal Taxes (if any), Government dues (if any), water & electric bills, Maintenance Charges, etc. in respect of the said Flat, upto the vacant physical possession of the said Flat, delivered to the purchaser and thereafter, the purchaser will be paying always

That this Agreement of Sale shall always relate to the Maharashtra Flats & Apartments

Ownership Act and the rules, made thereunder. cont.....13



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SCHEDULE OF THE PROPERTY UNDER THE SALE.

ALL that piece or parcel of the Residential Flat, admeasuring about 01101 Sq. Ft. Super Built up area (Super Built up area is equal to Carpet area + 33% of Carpet area), equivalent to 860 Sq. ft. (Built up area), known as Flat No.102 on 1st FLOOR of "PRABHU AASTHA APARTMENTS", which is constructed on Room No.20 of Bk.No.1779, Ulhasnagar-5, District Thana, Taluka and Sub-District Registration Ulhasnagar, District Registration Thana, Non-Agricultural, situated within the limits of Ulhasnagar Municipal Council and bounded as under:-

- To the East :- Drain of the double Barrack.
- To the West :- Main Road.
- To the North :- Room No.19 of Bk.No.1779.
- To the South :- Passage.

IN WITNESS WHEREOF, the parties herein have set their respective hands to this Agreement of Sale on the year and date, first mentioned hereinabove, in the presence of the witnesses:-

WITNESSES:-

1)
 Signature: P. Dignwar
 Date: 14/06/14
 Ulhasnagar

.....
 Shri Jagdish S/o Dha-
 -rajmal Bhatia (Part-
 -ner of M/s "AASTHA
 ENTERPRISES".)
 "VENDOR" (BUILDER).

.....
 Shri Radhakishin S/o
 Girdharilal Chhabria.
 "PURCHASER".

2)
 P. Prabhakar
 14/06/14
 Ulhasnagar



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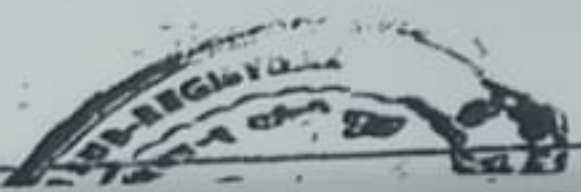
else, claiming through them. If any body objects or interrupts the Purchaser's possession and ownership, the same shall be removed by the Vendor (Builder) aforesaid at his own risk and cost and the Vendor (Builder) aforesaid doth hereby indemnifies the Purchaser against any loss on that ground.

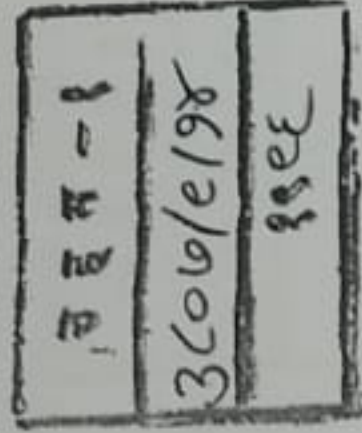
That the Purchaser aforesaid shall maintain the said Flat in good & Residential condition at his own cost and he shall not do any thing so that it may be cause danger to the said building, said Flat, Staircases of said building (For going to upper Storey of said building), common passage, etc. The Purchaser aforesaid has assured the Vendor (Builder) that he shall not do any thing, which may be against the rules, Regulations & bye-laws of Ulhasnagar Municipal Council or any other authority.

That the Purchaser aforesaid shall not make any alteration & addition in construction work of the said Flat or said building.

That the Purchaser aforesaid shall not use the said Flat other than Residential purpose, which may cause nuisance to other Flat holders of the said building & which may cause danger to the said building.

After taking the vacant physical possession of the said Flat, the Vendor (Builder) aforesaid shall not responsible for any action, taken by the local body, i.e. Ulhasnagar Municipal Council or any other concerned authority. If any penalty imposed by the Ulhasnagar Municipal Council Cont.....12





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Rs. 30,000/- By Cheque No. 839283 dated 07-6-1996,
drawn on Canara Bank, Ulhasnagar-5
(branch).

Rs. 02,530/- is received by Vendor (Builder)
aforesaid from the Purchaser by Cash at
the time of execution of this Agreement
of Sale, in the presence of the
witnesses.

Rs. 2,32,530/- Total.

THUS the Vendor (Builder) aforesaid has
received the full sale consideration of
Rs. 2,32,530/- (Rupees Two Lakh Thirty Two Thousand
five hundred thirty only) from the Purchaser and the
Vendor (Builder) aforesaid doth hereby admit to have
received the same and he acknowledges the receipt
thereof. The Vendor (Builder) aforesaid shall not
hereafter, raise any objection of any sort for not
having received the consideration or having received
the less consideration.

That the vacant physical possession of
the said Flat, has been peacefully delivered to the
purchaser, at the time of execution of this
Agreement of Sale, in the presence of the witnesses.

That the Vendor (Builder) aforesaid has
assured the purchaser, that the said Flat or any
part thereof, has not in any way been encumbered,
charged or given by any way of Gift, Lease, Sale,
Mortgage, etc. or no agreement of any sort has been
made with any body else. Thus the said Flat is
unencumbered and free from all doubts and has been
sold to the purchaser, accordingly and given in
possession.

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Bk.No.1779, Ulhasnagar-5, District Thana, more particularly described in the Schedule, written hereunder and hereinafter called the "SAID FLAT".

AND WHEREAS the said Flat, with all its rights and benefits, as shown in the Government records, Municipal records and with the rights of roof (no right above the roof of the said flat), flooring, joint walls, doors, windows, ways, passages, easements, joint water connection and fittings, separate electric connection and fittings, Meter rights, and whatever rights may be accrued hereafter, in respect of the said Flat, is sold to the Purchaser for the agreed on fixed consideration of Rs.2,32,530/- (Rupees Two Lakh Thirty Two Thousand five hundred thirty only) at the rate of Rs.230/- (Rupees Two hundred Thirty only) per Sq.ft.

That the full sale consideration of Rs.2,32,530/- (Rupees Two Lakh Thirty two Thousand five hundred thirty only) is received by the Vendor

(Builder) aforesaid from the Purchaser as under:-
Rs.30,000/- By Cheque No.559438 dated 15-5-1996, drawn on Canara Bank, Ulhasnagar-5 (branch).

Rs.40,000/- By Cheque No.559439 dated 15-5-1996, drawn on Canara Bank, Ulhasnagar-5 (branch).

Rs.30,000/- By Cheque No.559440 dated 16-5-1996, drawn on Canara Bank, Ulhasnagar-5 (branch).

Rs.50,000/- By Cheque No.839281 dated 07-6-1996, drawn on Canara Bank, Ulhasnagar-5 (branch).

Rs.50,000/- By Cheque No.839282 dated 07-6-1996, drawn on Canara Bank, Ulhasnagar-5 (branch).

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That The Purchaser aforesaid shall enjoy all the common amenities, which are provided in the aforesaid building, i.e. "PRABHU AASTHA APARTMENT", along with the other Flat holders of the aforesaid building. The Purchaser aforesaid shall also be liable to pay the maintainance charges of all common amenities, which are to be provided in the aforesaid building, as per the ratio of Flats, along with the other Flat holders of the aforesaid building, i.e. "PRABHU AASTHA APPARTMENT".

That the Purchaser aforesaid will render his full co-operation, if & when a Co-Operative Housing, is to be formed by all the Flat holders of the aforesaid proposed building, i.e. "PRABHU AASTHA APARTMENT" or by the Vendor (Builder) aforesaid (as the case may be). The Purchaser aforesaid shall also be liable to pay the expenditure as per the ratio of Flats, along with the other Flat holders of the aforesaid building, i.e. "PRABHU AASTHA APPARTMENT" towards the formation of a Co-Operative Housing Society.

NOW HEREAFTER, the Vendor (Builder) aforesaid, his heirs, executors, administrators or any body else, claiming any right over the said Flat, will have no right whatsoever left in the said Flat. The Purchaser aforesaid has become an absolute owner of the said flat and he may enjoy all the right profits, according to his own free choice, wishes, without any interruption, interference or any obstruction from the Vendor (Builder) aforesaid, his heirs, executors, administrators or any body

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978 Date 31-8-96 Bhatia
 Jagdish D.
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has also authorised him to dispose off all the Shops, Godowns, Office premises & Residential Flats, etc. of the proposed building, to the Purchaser/ purchasers himself & on behalf of Shri Deepak S/o Premchand Wadhwa, Premchand Wadhwa, Shri Deepak S/o Premchand Wadhwa, had executed a GENERAL POWER OF ATTORNEY, in favour of Shri Jagdish S/o Dhanrajmal Bhatia, before the Executive Magistrate, Ulhasnagar, under Registered Sr. No.22189 dated 22-8-1995.

AND WHEREAS the Vendor (Builder) aforesaid has agreed to sell the Residential Flat, admeasuring about 1011 Sq.ft.Super Built up area (Super Built up area is equal to Carpet area + 33 % of Carpet area), equivalent to 860 Sq.ft. (Built up area) known as Flat No.102 on 1st Floor of 'PRABHU AASTHA APPARTMENTS', which is constructed on Room No.20 of

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1000Rs.



Sl. No. 368 Date 31-8-96
 Issued to...
 Stamp Paper of Re...
 [Signature]

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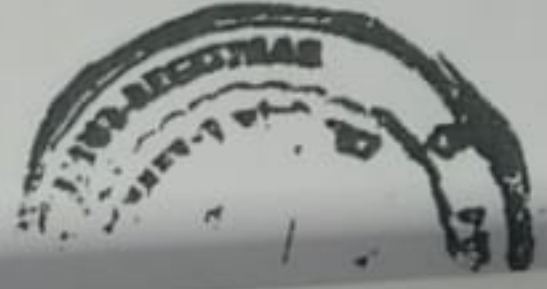
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from the Government of India, Through the Managing Officer, Office of the Regional Settlement Commissioner, Bombay. Vide C.D. Issued under No..M.O./UT/GBP/C.D.No.5296-99 dated 16-6-1965.

That the aforesaid property, i.e.Room No.20 of Bk.No.1779, Ulhasnagar-5, District Thana, totally admeasuring about 466 Sq.yards, Assessed by Ulhasnagar Municipal Council under Khata No.275/212 of Ward No.54 (For the year 1994-1995), Ulhasnagar-5, District Thana, according to Ulhasnagar Municipal Council Tax Receipt issued under No.34670 of Book No.347 dated 21-3-1995.

THUS the aforesaid property, i.e.Room 20 of Bk.No.1779, Ulhasnagar-5, District Thana, admeasuring about 466 Sq.yards is unencumbered and

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1000RS.



Sl. No. 5368 Date 31-8-96

Issued to: Shri. R. G. Chhabria

Stamp Paper of Rs. 1000

[Signature]
Sub-Registrar, Ulhasnagar

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from Shri Nandlal S/o Bhojraj, under a Registered Exchange Deed No.3260 dated 14-7-1995, Registered in the Office of the Sub-Registrar, Ulhasnagar.

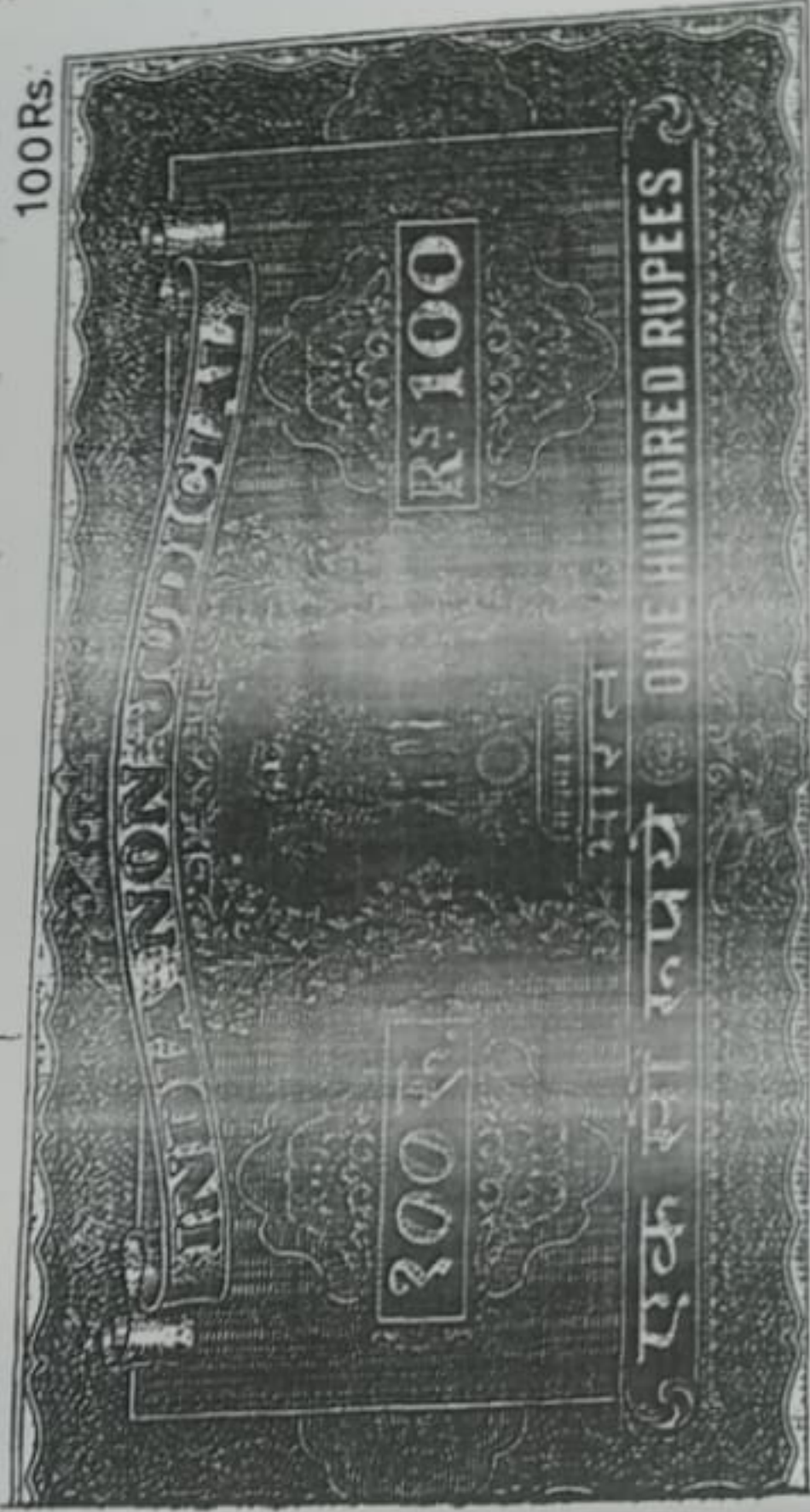
AND WHEREAS Shri Deepak S/o Premchand Wadhwa (partner of M/s "AASHA ENTERPRISES", has acquired the property, known as Major Part of Room No.20 of Bk.No.1779, Ulhasnagar-5, District Thana, admeasuring about 270 Sq.yards, by way of Exchange from Shri Nandlal S/o Bhojraj, under a Registered Exchange Deed No.3261 dated 14-7-1995 Registered in the Office of the Sub-Registrar, Ulhasnagar.

AND WHEREAS Shri Nandlal S/o Bhojraj, had acquired the aforesaid property, i.e.Room No.20 of Bk.No.1779, Ulhasnagar-5, District Thana, totally admeasuring about 466 Sq.yards, by way of purchase

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100RS.



Sr. No. 978 Date 31-8-96
Issued to Jagdish D. Bhatia
Stamp Value 100/-

Wahmaramani
Stamp Value 100/-

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free from all liens, charges etc. and if any other person would claim any right over the aforesaid property, the Vendor (Builder) aforesaid will be held responsible to answer the claim so made and the Vendor (Builder) aforesaid has constructed a Multy Storey building on the aforesaid property, in the name and style of "PRABHU AASTHA APARTMENT", as described hereinabove.

AND WHEREAS Shri Deepak S/o Premchand Wadhwa (Partner of M/s "AASTHA ENTERPRISES"), has authorised to Shri Jagdish S/o Dhanrajmal Bhatia (Partner of M/s "AASTHA ENTERPRISES"), as his Constituted Attorney to make all the correspondence with all Government Offices, Municipal Council, etc. in any matter relating to the aforesaid property. He

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1000RS.



Dr. No. 977
 Issued to: Dr. Poothay S. bin G. Chhabria
 Stamp: 1000/-

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Stamp: V. K. Mohanramani
 Stamp: Sub-Registrar



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(Builder) (which term and expression repugnant to the context or meaning thereof, include the Partners of the Firm, their heirs, executors, administrators and assigns.).....Party of the First Part.

A N D

2) Shri Radhakishin S/o Giridharilal Chhabria, Hindu, Adult, aged about 32 years, occupation business, residing at Room No.11 of Bk.No.1901, Section 40, Ulhasnagar-5, District Thana, hereinafter called the "PURCHASER" (Which term and expression shall unless repugnant to the context or meaning thereof, include hisheirs, executors, administrators and assigns.).....Party of the Second Part.



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1000RS.



9778 31-8-96
 Sr. No Date
 Issued to Jagdish D. Bhatia
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 Stamp of Ulhasnagar

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WHEREAS the Vendor (Builder) aforesaid has constructed a Multi Storey building, in the name and style of "PRABHU AASTHA APARTMENT", which is constructed on Room No.20 of Bk.No.1779, Ulhasnagar-5, District thana, totally admeasuring about 466 Sq.yards, in which the Vendor (Builder) aforesaid has constructed the various types of Shops, Godowns, residential Flats, etc. thereon, as per his plans, hereinafter referred to as the "SAID BUILDING".

AND WHEREAS Shri Jagdish S/o Dhanrajmal Bhatia partner of M/s "AASTHA ENTERPRISES", has acquired the property, known as Part of Room No.20 of Bk.No.1779, Ulhasnagar-5, District Thana, admeasuring, about 196 Sq.yards, by way of Exchange

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Off. 1 : "Rishi Prasad" Block No. C/45/165, Shiv Colony, Ulhasnagar-3, Dist. Thane. (For Correspondence)
Off. 2 : C/o. S.D. Avhad, 3rd Floor, Shivalaya Shopping Centre, Opp. Natraj Cinema, Chembur, Mumbai 400 071.

No. RSP/TITLE/UCO-UNR/044-2013

Date:-01.06.2013

To,

The Branch Manager,
UCO Bank,
Ulhasnagar Branch,

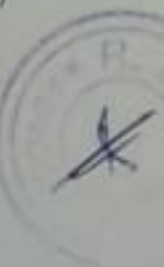
LEGAL OPINION

Shri Radhakishin Girdharilal Chhabria

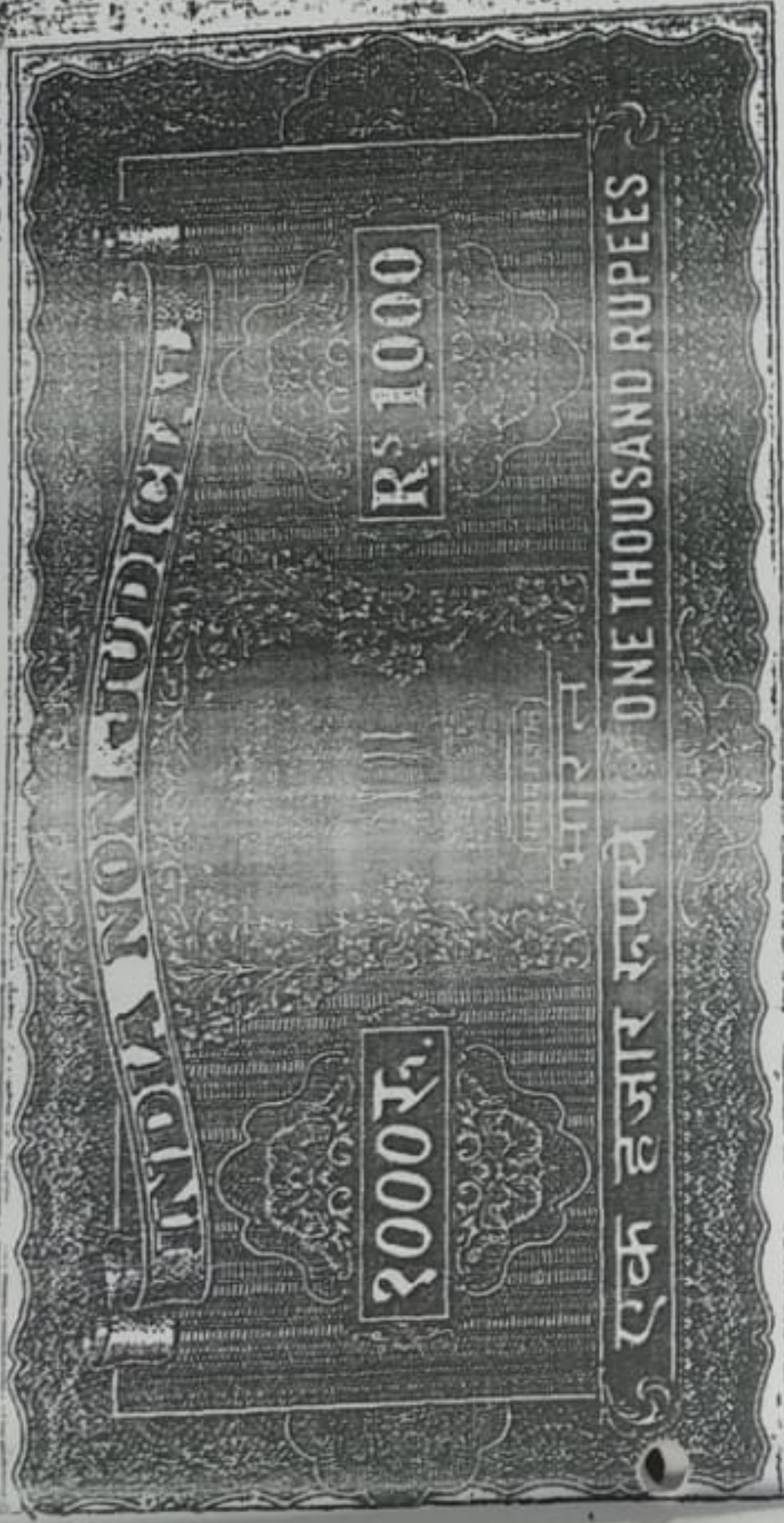
Sub:-Scrutiny of Title Deeds and legal opinion in respect of a residential Flat No. 102, First Floor, Building Known as "Prabhu Aashtha Apartment, admeasuring about 1011 Sq ft (Super Built up), constructed on room No.20, Block No.1779 situated at Ulhasnagar-5, Tal. Ulhasnagar, Dist Thane Registration District & Sub-Registration District Thane & within the limit of Ulhasnagar Municipal Corporation Ulhasnagar.

1. DOCUMENTS SCRUTINISED: -

1. Original copy of 'Agreement for Sale' dated 02.09.1996 registered before the Sub- Registrar, Ulhasnagar-1 vide Regi. No. 3807/1996 dated 02.09.1996 executed between M/s Aastha Enterprises through its partner Shri Jagdish Dhanrajmal Bhatia as the Vendor/Builder being the Party of the First Part and Shri Radhakishin Girdharilal Chhabria as the Purchaser of the Second Part.
2. Original copy of Index II of Registered document bearing No. 3807/1996 dated 02.09.1996.
3. Zerox copy of 'Deed of Exchange' dated 11.07.1995 registered before the Sub- Registrar, Ulhasnagar-1 vide Regi. No. 3260/1995 dated 14.07.1995 executed between Shri Nandlal Bhojrajmal as the Party of the First Part and Shri Jagdish Dhanrajmal Bhatia , of M/s Aastha Enterprises as the party of the Second Part.
4. Zerox copy of 'Deed of Exchange' dated 13.07.1995 registered before the Sub- Registrar, Ulhasnagar-1 vide Regi. No. 3261/1995 dated 14.07.1995 executed between Shri Nandlal Bhojrajmal as the Party of the First Part and Shri Deepak Premchand Wadhwa, partner of M/s Aastha Enterprises as the party of the Second Part.
5. Xerox copy of Deed of Conveyance dated 16.06.1965 Pc. No. 6462 in the name of Shri Nandlal Bhojraj issued by President of India ,through its Managing officer Ulhasnagar in respect of Room No. 20,Bk. No. 1779 Ulhasnagar.
6. Xerox copy of Commencement Certificate and approved plan vide No. UMC/TPD/BP/72/95/213 dated 14.07.1995 issued by Ulhasnagar Municipal Council in the name of Nandlal Bhoraj.



1000RS.



Sr. No. 977
 Date 31-8-96
 Issued by *Smt. Pankajkishin G. Chikudkar*
 Stamp *load*
Vijayaramani
 Stamp Value: ULHASNAGAR
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 31/08/96
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A G R E E M E N T O F S A L E O F A F L A T .

FOR RS.2,32,530/- (Stamp-Duty For Rs.3,78,500/-)

THIS AGREEMENT OF SALE OF A FLAT is made at Ulhasnagar, District Thana, State Maharashtra, this 2nd day of September, 1996 BETWEEN:-

- 1) M/s "AASTHA ENTERPRISES" A Registered Partnership Firm, Registered under the Partnership Act, 1932, under Registered Sr.No.MA-13734 dated 16-8-1995, having their Office at Room No.20 of Bk.No.1779, Ration Office, Ulhasnagar-5, District Thana, THROUGH its Partner, Shri Jagdish S/o Dhenrajmal Bhatia, Hindu, Adult, aged about 29 years, occupation business, residing at Room No.1734 of Blk.No.C-867, Bhatia Hospital Road, Ulhasnagar-5, District Thana, hereinafter called the "VENDOR"

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