

Gular (6)

HITESH DINKARRAI PATEL
ADVOCATE HIGH COURT
B.COM. LLB.

26

OFFICE : D/4, Jay Vijay Apartment, OFF : L. T. Road, OPP : Punjabi Lane, Borivali (West). Mumbai - 400 092.
☎ : 898 2013 / 899 8280 / 265 5311

RESIDENCE : 202/203, Ashwin Apartment, Gymkhana Road, Near Himmat Nagar, Borivali (West). Mumbai-400 092.
☎ : 805 4249

TO,
THE MANAGER,
SYNDICATE BANK,
MAROL BRANCH,
ANDHERI (EAST),
MUMBAI : 400 093.

Palansh



20

SIR;

REF: MY LEGAL OPINION DATED 06/02/1999 IN RESPECT OF IMMOVABLE

PROPERTY BELONGS TO SHRI PARAS BHIKAMCHAND SIROHIA.

1. As per the requisitions of our Ahmedabad Regional Office I am forwarding herewith my Legal Opinion in respect of property situate at Village : Dadra inn the Union Territory of Dadra and Nagar Haveli, Silvassa bearing Survey No.202, Hissa No.1 admeasuring 5045 Square Meters. Owned by M/S AJAY ENTERPRISES.

2. I have instructed SHRI PRAKASH PALSAMKAR to take out search in respect of above property for the last 25 years for the investigation of title of said M/S AJAY ENTERPRISES and the said SHRI PRAKASH PALSAMKAR has taken out search in the Office of Sub-Registrar of Assurances at Silvassa and submitted his Search Report to me on 04/11/1995. It appears from the said Search Report dated 04/11/1999 and the facts mentioned in the said Deed of Sale dated 01/12/1997 that one SHRI MAGANLAL HANSRAJJI SHAH and Others were absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No.202, Hissa No.1 admeasuring 5045 Square Meters at Village : Dadra in the Union Territory of Dadra and Nagar Haveli, Silvassa. It appears from 7/12 Extract, Form No.6 which is a record of right which states that in all the revenue record the above property stood in the name of said SHRI MAGANLAL HANSRAJJI SHAH and Others and thereafter by a Deed of Conveyance executed between the said SHRI MAGANLAL HANSRAJJI SHAH and Others of the One Part and the said M/S AJAY ENTERPRISES of the Other Part the said SHRI MAGANLAL HANSRAJJI SHAH and Others sold, transferred and conveyed the said property to the said M/S AJAY ENTERPRISES at or for the price of Rs.50,00,000/- and upon such terms and conditions as more particularly set out in the said Deed of Conveyance. Thereafter the

*Scanned
At
28/11/2014
SR-2514
28/11/2014*

HITESH DINKARRAI PATEL

ADVOCATE HIGH COURT

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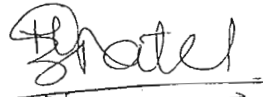
RESIDENCE : 202/203, Ashwin Apartment, Gymkhana Road, Near Himmat Nagar, Borivali (West). Mumbai-400 092.
☎ : 805 4249

...

Village : Dadra in the Union Territory of Dadra and Nagar Haveli, Silvassa is absolutely clear, marketable and free from all the reasonable doubts or encumbrances.

DATED THIS 5TH DAY OF NOVEMBER, 1999.

YOURS TRULY,



(HITESH D. PATEL)
ADVOCATE HIGH COURT

I. R. Act XVI of 1908, r. 5, p.
પહોંચ નં.

દસ્તાવેજનો
અરજનો

1652/97 27

NO 007116

B 4, 25, MW

તા. 21/11/97

માહે

સને ૧૬

દસ્તાવેજનો પ્રકાર—

રજી કરનારનું નામ—

નીચે પ્રમાણે ફી પહોંચી :-

ને. ફી ફી

નકલ ફી (ફાલીયા)

શેરાની નકલ ફી

ટપાલ ખર્ચ

નકલો અગર વાહીઓ (કલમ ૬૪ થી ૬૭)

શેઠ અગર તપાસણી

દંડ કલમ ૨૫

કલમ ૩૪

નકલ ફી (કલમ ૫૭) ફાલીયા

આ સિવાય બાબતોની ફી

બાબત (પાછળ જુઓ) નંબર

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ના દિવસે તૈયાર થશે અને તે

આવશે.

Sub-Registrar,

Dadra and Nagar Haveli,
Silvassa.

રજીસ્ટર પોસ્ટથી નીચેના સરનામે મોકલશે.
ને આપશે.

રજી કરનાર





SILVASSA STAMP OF Rs. 1000/- issued to Shri/Smt. P. m. Sirohla
 No. 7300 OF Dadra handed over to Rodney 06-
 DATE _____

Sub-Treasury Officer
 DNH. Silvassa.

165247

Op. No. _____
 Presented at the office of the
 Sub-Registrar of Dadra & Nagar
 Haveli Silvassa between the
 hours of 3:30 to 2:45
 on 1.12.97

	Rs.	Ps.
Received fees for.....		
Registration.....	1073/-	
Copying (folios).....	15/-	
Copying endorsements.....	8/-	
Filing Fees.....	5/-	
Postage.....	2/-	
Total	1103/-	

P. m. Sirohla

M. Desai

7- DEC 1997

007116

P. m. Sirohla
 Sub Registrar
 Dadra & N. H. Silvassa.

P. m. Sirohla
 Sub Registrar
 Dadra & N. H. Silvassa.

.. DEED OF SALE ..

THIS DEED OF SALE made at SILVASSA in the Union Territory of Dadra and Nagar Haveli on 1st day of December, 1997, BETWEEN, M/s. AJAY ENTERPRISES a Partnership concern
P. m. Sirohla M. Desai



SILVASSA STAMP OF Rs. 1000/- issued to Shri/Smt. _____
 No. 13-07-2007 handed over to _____
 DATE: 9 DEC 1997

Sub-Treasury Officer
 DNH. Silvassa.

--: 2 :--



having its Registered Office at 6, Krunal Apartment, Opp. Cottage Hospital, Silvassa, Dadra and Nagar Haveli through its Partner SHRI. AJAYBHAI THAKORBHAI DESAI, Hindu by Religion, Adult, Businessman by Occupation, Residing at Krunal Appt., Opp. Cottage Hospital, Silvassa, Dadra and Nagar Haveli, hereinafter called as the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof mean and include the partners, for the time being their successor/successors their/his respective heirs, executors, administrators and assigns) of the ONE PART.

AND SHRI. PARAS MAL B. SIROHIA, Son of Bhikamchand Sirohia, Aged about 38 Years, Hindu by Religion, Occupation Business, Residing F-4-B, 507, Shankar Dham, Sundrivan Complex, Off. Lokhandwala Link Road, Andheri (West), Mumbai-53, hereinafter referred to as the "PURCHASER" (which

Handwritten signature: D. M. Desai

Contd.....3/-



SILVASSA STAMP OF Rs. 1000/- issued to Shri/Smt. S. S. S. S.
 No. 132 of 1997 issued over to Dadra
 DATE 19 DEC 1997

Sub-Treasury Officer
 DNH, Silvassa.

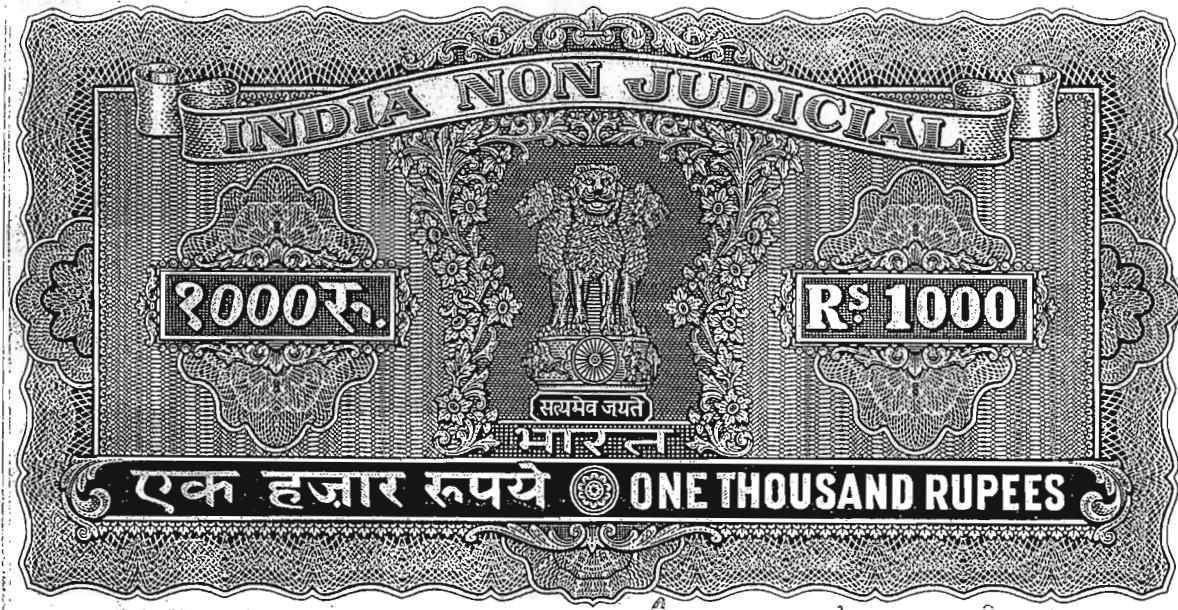
expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the OTHER PART.

Whereas the VENDOR is an owner and in possession of non-agricultural land bearing Plot No. 1 of Survey No. 202 admeasuring 5045 Sq. Mtrs. at Village Dadra in the Union Territory of Dadra and Nagar Haveli, more particularly described in the Schedule 'A' hereunder written.

AND Whereas the VENDOR became lawful owner and in possession of the said land. AND Whereas Administration of Dadra and Nagar Haveli, Silvassa by their Official Order No. TPS/CP/FB/Srv.No./Pt.No./1178 dated 10/10/1997, issued construction permission for building constructed on said

Contd.....4/-

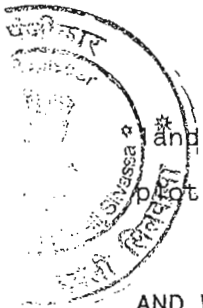
B. A. Desai



SILVASSA STAMP OF RS. 1000 issued to Shri/smt. *Sachin*
 No. *1300* OF *8232* handed over to *Sachin*
 DATE *9 DEC 1997*

Sub-Treasury Officer
 DNH, Silvassa.

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and and whereas the construction of building on the said plot is already completed.

AND Whereas the VENDOR applied to the competent authority to issue Occupancy Certificate for the Ground Floor of the building 'A' on the said Survey Number and the Associate Town and Country Planner have issued the necessary Occupancy Certificate vide his Order No. ATP/OC/Dadra/S.No.202/1/97/1357 dated 25/11/1997.

AND Whereas the PURCHASER having demanded from the Vendor inspection of building plan, construction permission letter, specifications, amenities, provided, services provided, quality of construction. Provided and other documents relating to the said land/property. Such inspection has been given to and verified and checked by the PURCHASER.

A *An Desai*

Contd.....5/-



SILVASSA STAMP OF Rs. 100/- issued to Shri/Smt. Pansamal Saxhi
 No. 1307 OF Dudra handed over to Rudra PL-
 DATE 7 DEC 1997

Sub-Treasury Officer
 DNH. Silvassa,

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AND Whereas the PURCHASER has taken inspection of the documents relating to the title of the said land/property and has satisfied himself about the title of the said property of the VENDOR there and whereas to the knowledge of the VENDOR there is no encumbrance on the said property and that the title of the lands clear and marketable.

AND Whereas the PURCHASER has taken inspection of the building thoroughly and has satisfied about quality of construction, specification, amenities provided, services provided.

AND Whereas the VENDOR has already informed the PURCHASER that in the event of more area of construction being made available by the Administration, in respect of the said

Contd.....6/-

B An Desai



SILVASSA STAMP OF Rs. 100/- issued to Shri/Smt. Ramesh Sushma
 No. 730 OF Dadra handed over to Sushma Oh
 DATE 1 DEC 1997

Sub-Treasury Officer
 DNH, Silvassa.

--- 6 ---

property, the right to construct the additional the same shall remain with the VENDOR only and that the PURCHASER shall not obstruct the same and the PURCHASER will not demand any compensation whatsoever. And under this condition one Gala described in the Schedule 'B' hereinafter is sold to the PURCHASER.

AND Whereas on the aforesaid understanding and terms and conditions hereinafter mentioned the Industrial Gala Bearing No. 6, in the Building 'A' on Ground Floor at Dadra Industrial Estate, Opp. Check Post, Dadra in the Union Territory of Dadra and Nagar Haveli, admeasuring 1463.80 Sq. Fts. (135.99 Sq. Mtrs.) Super Built up area on the Plan ANNEXURE-I is sold to the PURCHASER. The said Gala is more particularly described in Schedule 'B' hereunder written referred to as the said Industrial Gala.

D In Decu

Contd.....7/-



SILVASSA STAMP OF Rs. 50/- issued to Shri/Smt. Prasanna Sankar
 No. 130 OF 2000 handed over to Ratna (11)
 DATE 7 DEC 1997

Sub-Treasury Officer
 DNH. Silvassa.

--: 7 :--



AND Whereas the VENDOR has sold and the PURCHASER has purchased the above said Gala more particularly described in the Schedule 'B' hereunder written hereinafter described for the total lumpsum price consideration of Rs. 4,25,000/= (Rupees Four Lacs Twenty Five Thousand Only).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1] The VENDOR has constructed two buildings on the said plot consisting of 18 Galas each in accordance with the plan, specifications seen and approved by the concerned authority with such variations and modifications as the VENDOR may in his discretion consider necessary and desirable hereafter or as may be required to be done by government or local Authority the PURCHASER shall not

B. N. Desai

Contd.....8/-

be entitled to object to such alterations, variations and or modifications of the said plan & construction.

- 2] The PURCHASER has taken inspection of the said Gala has satisfied about the quality of work specifications, amenities provided, services provided.
- 3] The PURCHASER has purchased the said Gala in building as showing on plan approved by the PURCHASER for the total sum of Rs. 4,25,000/= (Rupees Four Lacs Twenty Five Thousand Only). And Whereas the PURCHASER has paid the full amount of consideration to the VENDOR. And the VENDOR hereby admits and acknowledge the receipt of Rs. 4,25,000/= (Rupees Four Lacs Twenty Five Thousand Only) and the VENDOR does hereby sell, grant, convey and assure unto the PURCHASER forever all that piece or parcel of immovable property more particularly described in the schedule hereunder written together with all rights and previlages whatsoever connected to the said Industrial Gala held & enjoyed by the VENDOR and all the right, title, interest, claim and demand whatsoever of the VENDOR into or upon the said immovable property and every part of the said Gala, sold granted & conveyed unto and to the use of the PURCHASER forever and absolutely subject nevertheless to the payment of all the taxes now or hereafter become payable to the Government or Panchayat in respect

Contd.....9/-

B
A - Desai

thereof and business activities etc. of the PURCHASER from today onwards.

4] The PURCHASER has to pay all the necessary deposit against taxes, water and electricity deposits charges etc. and all incidental charges if any as may be required to be paid as may be the actuals.

5] The VENDOR has today given the physical and peaceful possession of the said Gala hereinafter described in the Schedule 'B' hereunder written. Now onwards the PURCHASER shall be free to enjoy and use the said Gala as owner and possessor of the said Gala the VENDOR has not reserved any right in the said Gala to be PURCHASER by these presents.

6] The PURCHASER has right to use the common passage, road, open space, parking place etc. as co-owner. The PURCHASER has also right to take water from the overhead water tank build over the terrace of the said building as co-owner and the PURCHASER shall have to pay the proportionate operating and maintenance cost of water pump from time to time as co-owner.

7] The PURCHASER shall maintain the said Gala from today at his own costs in good and tenantable condition and repairs.

D. An Desai

Contd.....10/-

- 8] The PURCHASER shall use the said Gala for manufacturing activities and business.
- 9] If further construction is allowed by the authority of the said land the VENDOR would be entitled to put additional or other construction and that the PURCHASER will not obstruct the VENDOR in exercising the additional construction.



- 10] The PURCHASER shall be liable to bear and pay all taxes and charges proportionately for electricity operating, maintenance costs of water supply, drainage lighting, the common passage, terrace and stair case cleaning the common passage, staircase and terrace land and other outgoings whatsoever it may be from today onwards.
- 11] If at any time development and or betterment charges or other levy are/is charged, levied or sought to be recovered by the panchayat, government and/or any other public authority in respect of the said land and/or building, the same shall be responsible of all the PURCHASER of floor space in the building proportionately.
- 12] The PURCHASER shall have no right to claim whatsoever except for one Gala hereby sold.
- 13] The present PURCHASER and future PURCHASER shall abide by the terms and conditions contained in this Sale-Deed strictly.

Contd.....11/-

A
A. Desai

14] The PURCHASER shall not create any nuisance in front of the property to disturb its elevational beauty and harming for healthy environment.

15] In this sold premises no inhygynic hazardous and illegal materials/goods will be sold, manufacture, stored. Which may create nuisance to any other/ adjacent co-holders.

16] The PURCHASER shall have share in undivided land on which Building 'A' is constructed alongwith the other owners of the gala in case of collapse/reconstruction of the building.

17] Any alteration, basically in the structure is not allowed in any case.

18] The PURCHASER shall have the right to let sub-let, transfer, assign, mortgage etc. as per the prevailling rules of the Government and Panchayat etc. from time to time for the Gala to the PURCHASER by the VENDOR alongwith all terms and conditions which are fixed between the VENDOR and PURCHASER in this Sale Deed.

19] The PURCHASER of all Galas in the said building will form and join a limited company or co-operative society or any other incorporated body, as the VENDOR may decide as per sales and the PURCHASER agrees to join

Contd.....12/-


A. Desai

such body. All cost, charges and expenses in connection with the formation/registration etc. of the co-operative society as well as the cost of preparing executing and registering of the conveyance and any other documents as also the professional fees of the advocates and stamp duties applicable at the time of the conveyance & registration charges shall be born and paid proportionately by all the PURCHASER of the said building and VENDOR shall not be liable to contribute towards such expenses.



20] The said gala is not offered, sold, mortgaged to any other company or financial institutes by the VENDOR prior to execution of this agreement and the title of the above said gala is clear and marketable and free from any kind of encumbrances. If at all in future the title of the said gala found defective in such case the VENDOR hereby indemnify to the PURCHASER for all loss, damage occurs to the PURCHASER.

21] It is agreed by and between the parties hereto that this agreement shall be subject to the exclusive jurisdiction of the civil courts of Dadra and Nagar Haveli. The PURCHASER shall be entitled to get his name entered in the Government and Panchayat records by producing this Sale Deed and the VENDOR does hereby agree to give their statement or signature whereas the

M. D. Desai

Contd.....13/-

wherever necessary to transfer this property in the name of the PURCHASER.

SCHEDULE - A :-

All that piece and parcel of non-agricultural bearing Plot No. 1 of Survey No. 202, admeasuring 5045 Sq. Mtrs. situated at Village Dadra in the Union Territory of Dadra and Nagar Haveli, which is bounded as follows :-



On or towards the North : Silvassa-Vapi Main Road.
On or towards the South : Plot No. 2 of Survey No. 202.
On or towards the East : Survey No. 201.
On or towards the West : Survey No. 206 & Village Road.

SCHEDULE - B :-

The Industrial Gala No. 6 in Building 'A', on Ground Floor at Dadra Industrial Estate, Opp. Check Post, Dadra of the Union Territory of Dadra and Nagar Haveli, having Super Built up area of 1463.80 Sq. Fts. (135.99 Sq. Mtrs.) upon the plot referred to in Schedule 'A' hereinabove. Bounded as follows :

On or towards the North : Vapi-Silvassa Main Road.
On or towards the South : Building 'B' of Survey No. 202/1.
On or towards the East : Gala No. 5 of Building 'A'.
On or towards the West : Gala No. 7 of Building 'A'.

A
Mr. Desai

Contd.....14/-

IN WITNESSESS WHEREOF the parties hereto have hereunto set their respective hands on the day and year first hereinbefore mentioned.

Signed, Sealed & Delivered by]
the within named "VENDOR"]
M/s. AJAY ENTERPRISES]
through its Partner SHRI.]
AJAYBHAI THAKORBHAI DESAI]
In the presence of.....]
1]]
2]]

A. Desai
(AJAYBHAI THAKORBHAI DESAI)
Partner of
M/s. AJAY ENTERPRISES
" VENDOR "



Signed, Sealed & Delivered by]
the within named "PURCHASER"]
SHRI PARAS MAL B. SIROHIA]
Son of Bhikamchand Sirohia]
In the presence of.....]
1]]
2]]

P.M. Sirohia
[PARAS MAL B. SIROHIA]
" PURCHASER "

" RECEIPT "
~ - = * = * = * = - ~

RECEIVED of and from the PURCHASER within named the sum of Rs. 4,25,000/= (Rupees Four Lacs Twenty Five Thousand Only) being the full and final consideration money paid to the VENDOR. The details mentioned are as under :

Sr. No.	Cheque No.	Date	Name of the Bank	Amount Rs.
1.	086780	28/10/97	Syndicate Bank, Marol	2,50,000=00
2.	897373	28/10/97	Syndicate Bank, Marol	1,75,000=00
Total Rs.....				4,25,000=00

I SAY RECEIVED.

A. Desai

(AJAYBHAI THAKORBHAI DESAI)
Partner of
M/s. AJAY ENTERPRISES
" VENDOR "

UNION TERRITORY OF
DADRA AND NAGAR HAVELI,
S I L V A S S A .

DATE : 01/12/1997.


WITNESSES :-

- 1] *S. R. Mahon*
- 2]

P. M. Simha




FOOT NOTE
mistake-NIL


Sub-Registrar,
Dadra Nagar Haveli,
Silvassa.

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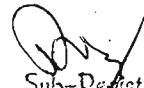
Read by pu. Patel


Endorsed by


Sub-Registrar,
Dadra Nagar Haveli,
Silvassa.


Compared by


Examined by pu. Patel


Sub-Registrar,
Dadra Nagar Haveli,
Silvassa

Total pages from 1 to 17
This document is
do Sub-Registrar, Dadra Nagar Haveli, Silvassa

Chintan Das
Laxman Rao

Start 6.12.01


Sub-Registrar,
Dadra Nagar Haveli,
Silvassa.

Registered No. 396
at page 129 to 130
Volume 70 of Book No. I
Date: 1 / 12001
6.12.01

