Agreement

300, 92.29





Friday, October 01, 2010 12:02:53 PM

पावती

Original नॉदणी 39 म. Regn. 39 M

17111

पावती क्र. : 9204

गावाचे नाव बाणेर

दिनांक 01/10/2010

दस्तऐवजाचा अनुक्रमांक

- 09204 - 2010

दस्ता ऐवजाचा प्रकार

करारना

हवल19

सादर करणाराचे नाव: विकास दत्तात्रय दांगट

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

860.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (43)

000.00

एकूण रु.

30860.00

आपणास हा दस्त अंदाजे 12:17PM ह्या वेळेस मिळेल

दुय्यम निंबधक

मोबदला: 6700000रु.

बाजार मुल्यः 5104686 रु. मोबदलाः

भरलेले मुद्रांक शुल्कः 335000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ताः ॲक्सिस बॅक शाखा पुणे;

डीडी/धनाकर्ष क्रमांक: 022285; रक्कम: 30000 रू.; दिनांक: 01/10/2010

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दुय्यम निबंधक: दु.नि.हवेली 19

दस्तक्रमांक व वर्ष: 9204/2010

Friday, October 01, 2010

12:04:24 PM

सूची क्र. दोन INDEX NO. II

बाणेर

नोंदणी 63 म

Regn 63 m.e

गावाचे नाव :

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 6,700,000.00

बा भा. रू. 5,104,686.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) वर्णनः गाव मौजे बाणेर येथील स न 272 हिस्सा नं 4,5,6,7 या मिळकतीवर बांघलेल्या मॉट्रीयल बिझनेस सेन्टर या इमारती मधील सहाव्या मजल्यावरील कमर्शिअयल युनिट नं 603 चे कारपेट क्षेत्र 1162 चौ फुट म्हणजेच 107.95 चौ मी म्हणजेच 1608 चौ फुट म्हणजेच 149.39 चौ भी सेलेबल + बेसमेट मधील 2 कार पार्किंग तसेच स्टिल्ट मजल्यावरील 4 स्कूटरपार्किंग

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) आय एन सी डेव्हलपर्स प्रा. ति तर्फे सौ शुभांगी अमर माजरेकर तर्फे कज साठी कु म् म्हणून (कुम् दस्त नं 7601/2009 ह.क. 12)शशाक शशिकांत ताबवेकर - -; घर/फ़लॅट न: -; गल्ली/रेस्ताः -; ईमारसीचे नावः -; ईमारत नंः ;; पेठ/वसाहतः भांडारकर रोडः; शहर/गावः पूणे; तालुका: -: पिनः -; षॅन नम्बर: AABCl9252J.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किया दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

विकास दत्तात्रय दांगट, घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/कसाहेत: मॉब्डेल कॉलनी; शहर/गाव: शिवाजीनगर पुणे; तालुका: -;पिन: -; पॅन नम्बर: AEPPD4844L

(7) दिनांक (8)

करून दिल्याचा 28/09/2010 नोंदणीन्य 01/10/2010

(9) अनुक्रमांक, खंड व पृष्ठ

9204 /2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 335000.00

(11) बाजारभावाप्रमाणे नौंदणी

(12) शेरा

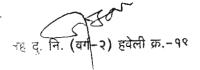
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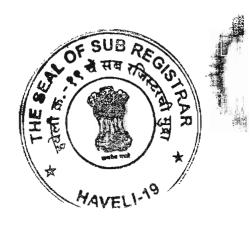


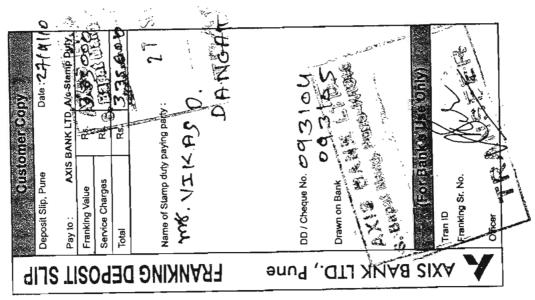
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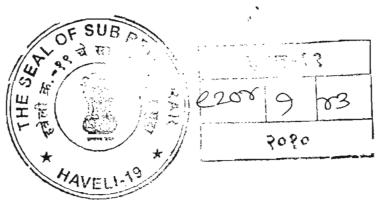
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09/90/2090









AGREEMENT TO SALE

THIS AGREEMENT TO SALE IS MADE AT PUNE ON THIS 28 DAY OF SEPTEMBER IN THE YEAR TWO THOUSAND NINE TEN

INC Developers Pvt. Limited Pan No. AABCI9252J having its office at Amar House, 892 Bhandarkar Road, Pune - 411 004.

Through its Director Mrs. Shubhangi Amar Manjrekar

Age: 52 years, Occ: Business, office at Amar House, 892 Bhandarkar Road,

Pune - 411 004.

Hereinafter referred to as the "BUILDER AND PROMOTER", (which expression unless repugnant to the context or meaning thereof shall mean and include successors in title and permitted assigns) PARTY OF THE FIRST PART

Vichas Du ADDRESS: 1101, Kladel Rol SIGNATURE : .

RECEIPT NO. : 5460

Axis Bank Ltd., Ground Floor, Sal Capital, Opp. International Conventional Center, Senapati Bapat Marg, Pune - 411016.

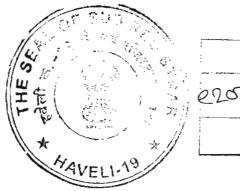
D-5/STP(V)/C.R.1044/08/09/ 917-920/09



INDIA

Axia Bank Ltd.

Authorised Signatory



FGE - 78 6208 3 ବିତ୍ୟିତ

Mr. / M/s. / WIKAS DATTATRAY DANGAT PAN NO. - AEPPD 48441

Age: 45 years; Occupation BUSINESS

R/at.: 1101, SILVER LEAF, MODEL COLONY,

NEAR MURATLAL BUNGLOW, OFF. UNIVERSITY ROAD.

SHIVATI NAGAR, BUNE, 9822055498/25659734

HEREINAFTER REFERRED TO AS "THE PURCHASER" (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their respective heirs executors, administrators.) PARTY OF THE SECOND PART.

WHEREAS

- a) Several pieces and parcels of land of amalgamated lands situated at following Hissa Nos.:
 - (i) Land admeasuring 0.6 Ares; i.e 60 sq.mtrs from total land admeasuring 8.8 Ares, at Hissa No.4
 - (ii) Land admeasuring 8.8 Ares, i.e 880 sq.mtrs at Hissa No. 5,
 - (iii) Land admeasuring 8.8 Ares i.e 880 sq.mtrs at Hissa No. 6,
 - (iv) Land admeasuring 280 sq.mtrs from total land admeasuring 8.8 Ares i.e 880 sq.mtrs at Hissa No.7,

from Survey No. 272, Village Baner, Taluka, Haveli, District Pune, totally admeasuring 2100 sq.mtrs within the limits of Pune Municipal Corporation and within the limits of Office of Sub-Registrar Haveli Pune, (hereinafter together referred to as "the Schedule I Property" and more particularly described in SCHEDULE I written hereunder is owned by INC Developers Pvt Ltd, and is developed by INC Developers Pvt Ltd. As such INC Developers Pvt Ltd is the Land Owner and Developer, Promoter, Builder and is hereinafter referred to as the Builder.

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- b) The land situated at Original Survey No. 272, 278 and 283, Village Baner, was originally held as Devasthan Inam Varg III by Shree Deva Sansthan Chinchwad, (Superior holder) a Public Trust registered under Bombay Public Trust Act 1950, having registration number PTR No.A/591(Pune) and was in the possession and occupation of Darshane family as Mirasdar (Inferior Holder) and each of the Mirasdar from the Darshane family had a definite undivided share in the said land at Survey No. 272, 278 and 283, Village Baner, and as Holders of Mirasi rights, the Darshane family paid annual cess of Rs 65.25 to Chinchwad Devasthan Sansthaan.
- c) In pursuance of partition between Pandurang Dhondiba Darshane and Bapusaheb Baburao Darshane, Pandurang Dhondiba Darshane became entitled to land admeasuring 1 Hector 87.5 Ares as follows, from total land situated at Survey No. 272, 278 and 283, village Baner:-

Survey No	Area in Ares
272/1	53.0
278/1	78.0
278/3	25.0
278/5	05.0
278/7	10.0
278/9	10.0
283	06.5
TOTAL	187.5

283, village Baner:-

d) In pursuance of partition between Pandurang Dhondiba Darshane and Bapusaheb Baburao Darshane, Bapusaheb Baburao Darshane became entitled to land admeasuring 1 Hector 57.5 Ares as follows, from total land situated at Survey No. 272, 278 and

_		Corso	
		4 20	EAG- 88
	Survey No	Area in Ages	
	272/2	4070 %	2200 76 783
	278/2	5 1.0 Million 21.	7090
	278/4	05.0 AAVELL	19
	278/6	25.0	
	278/8	10.0	
	278/10	20.0	
	283/1/2	06.5.0	
	TOTAL	157.5	

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- e) On the death of Pandurang Dhondiba Darshane in the year 1972, the name of his wife Jankibai and the names of his 6 sons namely Chandrakant, Arvind, Prakash, Sham, Shubash and Ram, three daughters Sushila Sadashiv Tilekakr, Meenakshi Raut and Sandhya Eknath Dokhe and younger brother Shrirang who were the legal heirs were mutated in the 7/12 extract of the said land admeasuring 1 Hector 87.5 Ares as specified above.
- f) Initially the name of younger brother of Pandurang Dhondiba Darshane namely Shrirang Dhondiba Darshane was mutated as guardian of Ram Pandurang Darshane but after appropriate applications by and recording statements by Shrirang Dhondiba Darshane, the name of Shrirang Dhondiba Darshane was mutated as independent Mirasdar by Mutation Entry No. 3890 dated 31/05/1989.
- g) Chandrakant Pandurang Darshane, Arvind Pandurang Darshane, Prakash Pandurang Darshane, Sham Pandurang Darshane, Shubash Pandurang Darshane, Ram Pandurang Darshane, Shrirang Dhondiba Darshane became absolutely seized and possessed of



the said Mirasi rights and were in possession of the Said Land admeasuring 1 Hector 87.5 Ares, as specified above.

- h) On death of Bapusaheb Baburao Darshane, the name of his wife Parvatibai and son Vilas who were the legal heirs were mutated in the 7/12 extract of the said land admeasuring 1 Hector 57.5 Ares, as specified above and they became absolutely seized and possessed of the said land admeasuring 1 Hector 57.5 Ares.
- i) By Application dated 03/08/1995, the Darshane family applied to Shree Deva Sansthan Chinchwad (Chinchwad Devasthan Trust) to sale the above mentioned Lands admeasuring 1 Hector 87. 5Ares and 1 Hector 57.5 Ares to the respective Mirasi Right Holders from Darshane family and their Nominee Mr N.N. Pallod and by Resolution dated 05/08/1995, Chinchwad Devasthan Trust unanimously agreed to sale the said land to Darshane family and their nominee N.N. Pallod
- j) By Agreement dated 2nd August 1996, Shree Deva Sansthan Chinchwad (Chinchwad Devasthan Trust) agreed to sale, assign and transfer land admeasuring 53 Ares at Survey No. 272/1, Village Baner, Taluka Haveli, District Pune to Shrirang Dhondiba Darshane and his 4 sons Shashikant, Ravindra, Prakash and Ashok and Nandkishor Nathmal Pallod.
- k) By Order bearing No-J/1-96/US 36(1)(a) /1259/96 dated 26/02/1996 corrected by Order bearing No.J/16-96/MISC/3463/1996 dated 19/06/1996, the Hon'ble Joint Charity Commissioner, granted sanction under section 36(1) (a) of the Bombay Public Trust Act 1950 to the Trustees of the Chinchwad Devasthan Trust to sale the Trust Agricultural land including the Schedule Property to the Tenents Darshane or their nominee N.N. Pallod or his nominee.
- I) By Letter dated 17/03/1999, the Collector Pune informed the Order dated 7th October 1998 of the Government of Maharashtra granting permission as a special case for removing said land at Survey No. 272/1, from Devasthan Inam- Class-3, subject to the terms and conditions stated therein.



m) By Order dated 06/04/1999, bearing No. 159/PA, the Competent Authority and Deputy Collector, Pune Urban Agglomeration Pune declared that the Urban Land Ceiling and Regulation Act is not applicable to the said land at Survey No. 272/1.

- n) By Sale Deed dated 14th June 2000, registered in the office of Sub Registrar Haveli No. 4 at Sr.no 4590/2000, Shree Deva Sansthan Chinchwad (Chinchwad Devasthan Trust) along with Chandrakant Pandurang Darshane and his mother Jankibai and his brothers Arvind, Prakash, Sham and Shubhash, Savita(wife of late brother Ram) and his three sisters and Shrirang Dhondiba Dashane along with his four sons i.e 15 members of Darshane Family sold, assigned and transferred all their right, title and interest in land admeasuring 53 Ares at Survey No. 272/1, Village Baner, Taluka Haveli, District Pune to Shrirang Dhondiba Darshane (8.8 Ares), Shashikant Shrirang Darshane (8.8 Ares), Ravindra Shrirang Darshane (8.8 Ares), Prakash Shrirang Darshane (8.8 Ares) and Ashok Shrirang Darshane (8.8 Ares) and Nandkishor Nathmal Pallod(9Ares)
- o) As per Mutation Entry No. 12683 dated 07/02/2002, in pursuance of the Phalnibara of Survey No. 272, and corrected Plan along with Order of the Tahsildar bearing Haveli No/HaNo/181/2002, dated 07/02/2002, and Order of Taluka Inspector of Land Records bearing No. Haveli No/DRV154/02, dated 31/01/2002, the land at Survey No. 272 (i.e land at 272/1 and 272/2) was subdivided as follows to be owned by the below mentioned Owners (hereinafter referred to as earlier Owners).

Old	New	Area in	Earlier Owners
Survey No	Survey No	Ares	
272/2	272/1	40.0	Mr N.N Pallod
272/1	272/2	9.0	Mr. N.N Pallod
272/1	272/3	8.8	Shashikant Shrirang Darshane
272/1	272/4	8.8	Ravindra Shrirang Darshane
272/1	272/5	8.8	Prakash Shrirang Darshane
272/1	272/6	8.8	Ashok Shrirang Darshane
272/1	272/7	8.8	Shrirang Dhondiba Darshane
		93.0	

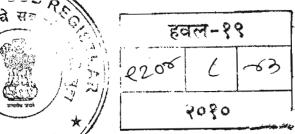
p) By three below mentioned Development Agreements all dated 26th December 2007 all registered at Haveli No. 15, at below mentioned Sr.Nos. the respective Earlier Owners granted Development rights in respect of their land mentioned below to Yugay Constructions Pvt Ltd, a Company registered under the Companies Act, through its Director Shri Mayuresh Mukund Joshi

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Name of Earlier Owners	Description	Area in	Registration no of
	of property	Ares	Development Agreement
			and P.O.A.
Prakash Shrirang Darshane	272/5	8.8	9572/2007 & 9573/2007
Ashok Shrirang Darshane	272/6	8.8	9574/2007 & 9575/2007
Shrirang Dhondiba Darshane	272/7	8.8	9576/2007 & 9577/2007

- q) To verify the title of the above mentioned Earlier Owners to land at Survey No. 272, Hissa No.5,6 and 7, Village Baner, Advocate M.S. Yande from Yande & Co, issued Public Notice in daily Prabhat dated 27/05/2008 and by Letter dated 15/06/2008, said Advocate M.S Yande from Yande & Co has issued Certificate that they have not received any objection with respect to the said Public Notice, till the date of the said Certificate.
- r) By three below mentioned Sale Deeds all dated 2nd September 2008 all registered at Haveli No. 15, at below mentioned Sr.Nos. the above mentioned Earlier Owners as Owners and Yugay Constructions Pvt Ltd as Builder sold, assigned and transferred their land as described below to INC Developers Pvt Ltd, the Builder herein.

Name of Earlier	Description	Area in	Registration no of Sale	
Owners	of property	sq.mtrs	Deed	
Prakash Shrirang	272/5	880	8905/2008	
Darshane			,	
Ashok Shrirang	272/6	880	8906/2008	
Darshane				
Shrirang Dhondiba	272/7	280	8907/2008	
Darshane				



- s) By Sale Deed dated 03/04/2008 registered in the Office of Sub-Registrar Haveli No.15 at Sr.No.2421/2008, Mr Ravindra Shrirang Darshane sold, assigned and transferred land admeasuring 8.8Ares i.e 880 sq.mtrs at Hissa No.4, Survey No. 272, Village Baner, to Mr Nandkishor Nathmal Pallod
- t) In view of INC Developers Pvt Ltd approaching Nandkishor Nathmal Pallod for purchase of an area admeasuring 60 sq.mtrs from total land admeasuring 880 sq.mtrs at Survey No.272, HissaNo.4, the INC Developers Pvt Ltd and Nandkishor Nathmal Pallod together submitted plan for amalgamation of Hissa No. 4 and Hissa No.5 from Survey No.272 to Pune Municipal Corporation and Pune Municipal Corporation sanctioned plan vide Commencement Certificate bearing No. DPO/PLU1/0031/09/6, dated 15/04/2009.
- u) To verify the title of Mr Nandkishor Nathmal Pallod to land at Survey No. 272, Hissa No.4, Village Baner Adv Sameer Arvind Ranade issued Public Notice in daily Prabhat dated 14th April 2009 and by Letter dated 28/04/2009, said Sameer Arvind Ranade has issued Certificate that he has not received any objection with respect to the said Public Notice, within the said notice period.
- v) By Sale Deed dated 18/05/2009 registered in the Office of Sub-Registrar Haveli No.15 at Sr.No.2972/2009 Mr Nandkishor Nathmal Pallod, sold, assigned and transferred land admeasuring 0.6 Ares i.e 60 sq.mtrs from total land admeasuring 8.8Ares i.e 880 sq.mtrs at Hissa No.4, Survey No. 272, Village Baner, to INC Developers Pvt Ltd
- w) In view of the above mentioned Sale Deeds, INC Developers Pvt Ltd the Builder herein, became absolutely seized and possessed of total land admeasuring 2100 sq.mtrs at following Hissa Nos situated at Survey No. 272, Village Baner, Taluka Haveli, District Pune i.e Schedule I Property
 - (i) Land admeasuring 60 sq.mtrs at Hissa No.4
 - (ii) Land admeasuring 880 sq.mtrs at Hissa No. 5,
 - (iii) Land admeasuring 880 sq.mtrs at Hissa No. 6,
 - (iv) Land admeasuring 280 sq.mtrs at Hissa No.7,



- x) The name of INC Developers Pyty to has been mutated in the 7/12 Extract of Hissa No. 4 (for 60 sq.mtrs), Hissa No.5 (880 sq.mtrs) and Hissa No. 7 (for 280 sq.mtrs)
- y) INC Developers Pvt Ltd i.e the Builder herein, has proposed to construct on the Schedule I Property a multistoried building consisting of basement, stilt floor and ten upper floors hereinafter referred to as the Said Building.
- z) The Builder has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is the Agreement prescribed by the Council of Architect and has appointed a structural engineer for the preparation of structural design and drawings of the buildings and the Builder accepts professional supervision of the Architect and the Structural Engineer till the completion of the Said Building.
- aa) By Virtue of the above mentioned Sale Deeds of the Schedule I Property in favor of the Builder, and in view of construction of the Said Building carried out by the Builder on the Schedule I Property, the Builder alone has the sole and exclusive rights to sale the Units in the Said Building and to enter into Agreement with the Purchaser of the Units and to receive sale price in respect thereof.
- bb) The land admeasuring 60 sq.mtrs at Hissa No.4, Land admeasuring 880 sq.mtrs at Hissa No. 5, Land admeasuring 880 sq.mtrs at Hissa No. 6, and Land admeasuring 280 sq.mtrs at Hissa No.7, all together admeasuring 2100 sq.mtrs described as Schedule I Property was amalgamated by Pune Municipal Corporation vide Commencement Certificate bearing No. DPO/PLU1/0142/09/1402 dated 09/06/2009 and Pune Municipal Corporation has sanctioned Building Plans in respect of Schedule I Property vide Commencement Certificate bearing No. CC/1000/09/10 / dated 30/6/2009



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- cc) As per Zone Certificate dated 01/09/2005 issued by Pune Municipal o Corporation, the land at Survey No..272, which includes the Schedule I Property is in Residential Zone
- dd) By Order bearing No. PMH NA SR 303 09, dated 24 11 09, the Collector Pune, in exercise of the powers vested in him under Section 44 of Maharashtra Land Revenue Code 1966 granted Non Agricultural permission for construction of commercial building on Schedule I Property.
- ee) The Builder has commenced construction of the Commercial Building named MONTREAL BUSINESS CENTER having basement, stilt floor and ten floors, situated on Schedule I Property, in accordance with the plan sanctioned by Pune Municipal Corporation.
- ff) The Purchaser herein approached the Builder and offered to purchase Commercial Premises bearing Unit No. 603 admeasuring carpet area 1162 sq.ft i.e. 107.95 sq.mtrs i.e saleable area 1608 sq.ft i.e 149.39 sq.mtrs on the 6th floor, together with 760 car parks in the basement and 6000 Scooter parking in the stilt floor, in the said building named "MONTREAL BUSINESS CENTER", more particularly described in the Schedule II written hereunder and hereinafter referred to as the Schedule II Property
- gg) The Builder has given inspection to the Purchaser of all the documents of the title relating to the Scheduled I Property, including said Orders, the said Sanctioned Plans, and of such other documents as are specified by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963(Hereinafter referred to as "the Said Act / Rules").
- hh) The Purchaser has before execution of these presents independently scrutinized the foregoing / necessary documents with the help of his Advocate and has completely satisfied himself / herself in respect of the rights and the title of the Builder to the Schedule I Property and the rights of the Builder to construct building project thereon



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and to sale the same, and of the due compliance by the Builder of the relevant provisions contained in the said Acts and Rules.

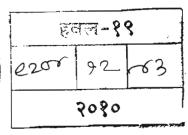
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ii) The Builder has accepted the offer of the Purchaser and agreed to sale, assign and transfer the Schedule II Property situated on Schedule I Property to the Purchaser, and to execute and register Agreement to Sale with the Purchaser, subject to the terms and conditions mentioned hereinafter

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

The Builder herein who is also the Promoter, has obtained sanction to the Building Plans in respect of the building to be constructed on Schedule I Property and the Builder has commenced construction and shall continue construction, and complete the said construction on Schedule I Property of the project named "MONTREAL BUSINESS CENTER " according to the plans and specifications that have been sanctioned by the Pune Municipal Corporation and have been seen and approved by the Purchaser. It is agreed by the Purchaser that the Builder is entitled to make any reasonable alterations or variations in the said plans as may be required by the Builder or by the concerned local It is further agreed by the Purchaser that if the local authority permits any additional construction in the said Unit and said building or in the said Schedule I Property, it shall be the sole and exclusive authority of the Builder to construct thereon. The Purchaser hereby gives his irrevocable consent under the provisions of Sec.7 of the said Act to such additional construction being constructed by the Builder in the said Schedule I either by using the T.D.R. or otherwise and such alteration, additions or modification being carried out by the Builder in the building provided it does not affect the area of the said Unit agreed to be purchased by the Purchaser. The Builder shall also be entitled to use and utilize the T.D.R. on the said Schedule I Property to construct as many floors as may be permitted by the local authority from time to time.





- 2. The Purchaser hereby agrees to purchase and the Builder hereby agrees to sale all that piece and parcel of Commercial Premises bearing Unit No. 603 admeasuring carpet area 1162 sq.ft i.e. 107.95 sq.mtrs i.e saleable area 1608 sq.ft i.e. 149.39 sq.mtrs on the 6th floor, together with 100 car parks in the basement and 6008 Scooter parking in the stilt floor, in the building named "MONTREAL BUSINESS CENTER" situated on Schedule I Property and which is more particularly described in the Schedule II hereunder written and hereinafter referred to as "the Said Unit" for the total cost of (Rs. 67,00,000 only) inclusive of MSEDCL deposit and electricity connection charges
- (a) Rs. 2,51,000/- I- (Rs. TWO LAKH FIFTY ONE THOUSAND ONLY only) by Cash/Cheque/D.D. bearing No. 538/12 dated 12-8-09 and drawn on STANDAR Bank by way of earnest money prior to the execution of this Agreement to Sale.
- (a) Rs. 25, 44,000/- /- (Rs. TWENTY FIVE LAKEN NENETY FOUR THOU FAMOUS) by Cash / Cheque / D.D. bearing No. VARIOUS dated VARIOUS and drawn on WARIOUS Bank on the execution of this Agreement to Sale The Builder hereby admits and acknowledges the receipt of sum of Rs. ______/- (Rs. ______ only) and release, discharge and acquit the Purchaser there from .
- (c) The Purchaser hereby agrees and undertakes to pay to the Builder the balance amount of Rs. 38, 55, 000/- I- (Rs. THIRTY EIGHT LAWH FIFTY FIVE THOUSAND) to the Builder in the following manner:



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iii. Rs — /-

iv. Rs

v. Rs 1, 70, 000/- /-

vi. Rs 3,35,000/-____/

vii. Rs 3,35,000/- 1-

viii. Rs 3,35,000/- 1-

ix. Rs 3,35,000/- 1-

x. Rs 3,35,000/- /-

xi. Rs 3,35,000/- /-

xii. Rs 3,35,000/- 1-

xiii. Rs 3,35,000/-1

xiv. Rs 3,35,000/- /

xv. Rs 3,35,000/-

xvi. Rs 3,35,000/- /-

TOTAL Rs. 67,00,000/-1-

On completion of 1st slab i.e. 5 %of the total cost

On completion of 2nd slab i.e. 5 %of the total cost

On completion of 3rd slab i.e. <u>5</u>%of the total cost

On completion of 4th slab i.e. 5 %of the total cost

On completion of 5th slab i.e. <u>5</u>%of the total cost

On completion of 6th slab i.e. <u>5</u>% of the total cost

On completion of 7th slab i.e. <u>5</u>%of the total cost

On completion of 8th slab i.e. <u>5</u>%of the total cost

On completion of 9th slab i.e. <u>5</u> %of the total cost

On completion of 10th slab i.e. 5 %of the total cost

On completion of Brick Work i.e. <u>5</u> % of the total cost .

On completion of Plaster Work i.e. 5 %of the total cost

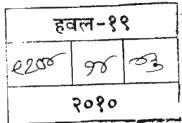
On completion of Flooring & Tilling i.e. <u>5</u>%of the total cost

On completion of Doors & Windows i.e. <u>5</u>%of the total cost

Being the balance amount of the purchase price to be paid against the delivery of the possession of the said i.e. <u>5</u>%of the total cost

(Rs. SIXTY SEVEN LAKH ONLY only)

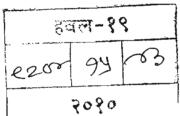




And all other sums which shall become due and payable in consequences of these presents to be paid by the Purchaser to the Promoter before the delivery of the possession of the said Unit. It is, hereby agreed by and between the parties hereto that if the stages contemplated above are not followed in the order mentioned above e.g. in event of instead of laying down the second slab brick work of the 1st floor and ground floor of the said building is completed the Purchaser shall have to pay the respective installments of the balance amount of the purchase price as per stage actually carried out by the Builder pertaining to the said Unit agreed to be purchased by the Purchaser.

The parties of these presents are specifically and distinctly covenant that the time for each of the payments as stated above, inclusive of proportionate share of taxes and other outgoings, levied by local authority under these presents is made an essence of this contract and in case the Purchaser commits any default in paying the amount under these presents which has become due and payable by the Purchaser to the Builder, the Purchaser agrees to pay to the Builder interest at the rate of 18% per annum on all the amounts which become due and payable under these presents to the Builder from the date such amount is due and payable together with interest at the rate of 18% per annum within a month from the date on which such amount is due and payable. If the Purchaser fails to pay within the said period of one month and / or Purchaser committing any default or breach of any terms and conditions herein contained the Promoters shall be entitled to terminate these presents and to forfeit the amount of earnest money paid by the Purchaser to the Builder. Provided always that the Builder shall not terminate these presents unless and until the Builder has given to the Purchaser 15 days prior notice in writing of the intention of the Promoters to terminate these presents specifying the reasons for which it is intended to terminate these presents. Provided further that on the termination as aforesaid, the Builder shall refund to the Purchaser the part payments which till then have been paid by the Purchaser to the Builder on reselling the said Unit to third person, but in no case the Builder shall be liable to pay any interest on the amount so refunded to the Purchaser and in such case the Builder shall be at liberty to dispose off and sale the said. Unit at any price and to any person as the Builder may think fit. In case of such resale / dispose if the Builder received lesser prices than agreed by and between the parties hereto in these





presents, in such event the Purchaser shall be bound to make good all the losses to the Builder within 15 days from the date of receipt of anotice from the Builder in that behalf.

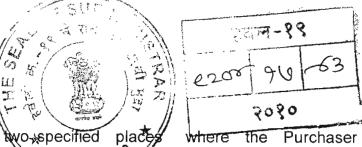
- 4. The specifications, amenities and facilities provided by the Builder in the said Unit and in the said buildings are those which are set out and attached hereunder, written and Purchaser has approved and satisfied himself about the same. It is agreed that if at the instance of the Purchaser, the Builder carries out any additional items in the said. Unit the Purchaser shall be responsible to make payments in respect thereof as per mutual understanding between the parties hereto.
 - The Builder shall hand over the possession of the said. Unit to the Purchaser within a period of to month from the date of this agreement. If the Builder fails to give possession by the end of this period on account of reasons beyond his control as per the provision of Section 8 of Maharashtra Ownership Flat. Act by the aforesaid date or the date/dates prescribed by Section 8 of the said Act, the Purchaser shall be entitled to give notice to the Builder terminating this agreement in which case the Builder shall within two weeks from the receipt of such notice, refund to the Purchaser the aforesaid amount of deposit, along with simple interest at the rate of Nine percent per annum. In such case, neither party shall have any right against each other in respect of said Unit or this agreement and the Builder shall be at liberty to deal with the said Unit in any manner as the Builder may deem fit, provided that the Builder shall be entitled to reasonable extension of time for giving possession, if the delay is on account of:
 - i) Act of God, flood, storm, earthquake or any other natural calamity water connection or other essential services from the local authority
 - ii) Non-availability of construction materials.
 - iii) Any notice, order of the Court, Rule, Notification of Government and/or Local Authority.
- 6. It is hereby agreed by and between the parties that the Builder shall give possession of the said Unit to VAISHALI VILLAS DANGAT as his /her Nominee, in case of death of the Purchaser before the possession of the said Unit is handed over to the Purchaser provided the said nominee is ready and willing to perform

and performs the remaining part of this Agreement. In such event, the said nominee shall be treated as representing all the legal heirs in case of intestate succession or Trustee in case of testamentary succession, for all the purposes of these presents and notices served on the said nominee shall be treated as sufficient service on all legal heirs of the deceased Purchaser or beneficiaries under the Will of the deceased Purchaser. The Builder shall not be liable for any disputes amongst the legal heirs of the Purchaser. In case the Purchaser wants to change his nominee he may do so by informing to the Builder in writing.

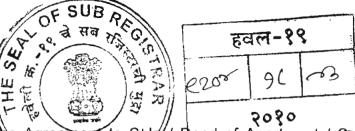
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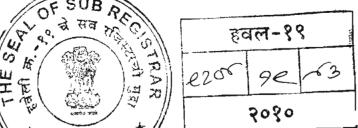
- 7. The Purchaser shall take possession of the said Unit within 15 days of the Builder giving written Notice to the Purchaser intimating him that the said Unit is ready for use and occupation after paying all arrears of purchase price and other dues, failing which the Purchaser shall lose forthwith all his right, title and interest in respect of the said Unit. The Builder shall then be entitled to forfeit the earnest money paid by the Purchaser and shall then refund all the rest of the amount received by him to the Purchaser without any interest whatsoever only after the said. Unit is sold to another Purchaser by the Builder. In such case the Builder shall be at liberty to deal with the said Unit in any manner the Builder may deem fit.
- 8. Commencing a week after a notice in writing is given by the Builder to the Purchaser that the said Unit is ready for possession, the Purchaser shall be liable to pay the Maintenance charges at the rate of Rs 2/- per sq.ft per month to the Builder on saleable area of the said Unit. The Purchaser shall also pay to the Builder a sum of Rs. 25,000/- (Rs. Twenty Five Thousand only) towards the Registration Charges of the Condominium. The Purchaser shall also be liable to pay the taxes, assessment, and levies levied by the Pune Municipal Corporation or any other local authorities from the date of obtaining Completion Certificate in respect of the said Unit.
- 9. The Purchaser shall use the said Unit or any part thereof and shall permit the same to be used only for the Commercial purposes which are permitted under the existing rules and regulations in respect of the same. The Purchaser hereby specifically agrees that the Purchaser shall not carry on business of Restaurant / Bar in the said Unit agreed to be purchased by the Purchaser.



- 10. The Builder has designated two specified places where the Purchaser or his nominee or his licensee is allowed to put up any sign on any other part of the said building to the said building. This condition of the builder shall be binding even after transfer of the said building.
- 11. The Builder shall have exclusive right to deal with, dispose off and sale in any manner the open spaces, parking spaces, terraces and lobbies set backs side margin etc. at any price and Purchaser shall not be entitled to question the same in any manner, subject to Maharashtra Apartment Ownership Act and building rules and regulations of Pune Municipal Corporation.
- 12. The Purchaser along with other Purchasers shall join in formation and registration of Condominium of the Apartment Owners that would be formed by the Builder in his absolute discretion. For this purpose the Purchaser shall sign and execute all relevant documents including the bye-laws, as prepared by the Advocate of the Builder to enable the Builder to register the organization within the time prescribed by the said Act.
- 13. The Builder shall within a period of three years after the registration as aforesaid and subject to the timely compliance of the various provisions of these presents by the Purchaser subject also to the disposal of other Units in the proposed building project and subject to the receipt of the entire amount of consideration from all the Purchasers of various types of tenements in proposed building project shall execute Deed of Declaration forming Montreal Apartments Condominium and shall convey and absolutely transfer the said Unit individually in favor of the Purchaser herein together with specified percentage in common areas and facilities and amenities



- 14. At the time of registration of the Agreement to Sale / Deed of Apartment / Sale Deed / Conveyance as aforesaid, the Purchaser shall be to the Builder his share of stamp duty and registration charges if any, payable by the Condominium on conveyances as aforesaid. Besides the aforesaid amounts and the amount of consideration as stated herein above the Purchaser shall separately bear Charges for formation and Registration Condominium of the Apartment Owners. Charges for legal fees may be determined by the Builder from time to time.
- 15. In the event of Condominium of the Apartment Owners is formed before the sale and disposal by the Builder of all the Units in the said buildings of the project as aforesaid, the power of the Condominium of the Apartment Owners, so formed shall be subject to overall authority and control of the Builder and in particular the Builder shall have absolute authority and control as regards the unsold Units and disposal thereof. In such case the Builder shall not be liable to pay maintenance or other charges in respect or the unsold Units to the Condominium of the Apartment Owners.
- 16. Even after the final conveyance of the said Scheduled I Property and buildings in favor of the Condominium of the Apartment Owners, the Builder shall have a right to dispose of the unsold Units in the said building in any manner and the sale proceeds thereof shall belong absolutely to the Builder and such Purchasers shall be accepted as members of such Condominium. The Builder in such case shall not be required to pay any transfer fee to the Condominium.
- 17. The Purchaser shall obtain prior permission from the Builder if the Purchaser intends to transfer or sale the said Units / his rights or benefits of this agreement before the final conveyance of the Schedule I Property together with the construction thereon in favor of the Condominium of the Apartment Owners, on payment of transfer fees to the Builder at the rate of 2% of the amount of consideration received by the Purchaser on such transfer or sale.



- 18. The project of the buildings on the Schedule Property shall always be known as "MONTREAL BUSINESS CENTER" and subject to the approval of the Assistant Registrar of the Co-operative Societies. The Condominium of the Apartment Owners to be formed shall bear the same name.
- 19. Provided it does not affect or prejudice in any way the rights of the Purchaser, the Builder shall be at liberty to sale, assign, transfer or otherwise to deal with in any manner with the rights, title and interest of the Builder in the said Schedule I Property and/or in the said buildings constructed thereon as the Promoter may deem fit.
- 20. The Purchaser or the persons to whom the said Units are let, sub-let, transferred, assigned by the Purchaser or the person who is put in possession of the said Units by the Purchaser, shall execute all applications, documents etc. and shall also do all acts, things and deeds as may be required by the Builder for safeguarding interest of the Builder and/or the Purchasers in the said building project.
- 21. It is hereby agreed by and between the parties hereto that the Builder or the nominee of Builder shall have absolute and perpetual right of displaying advertisement, sign boards, hoarding, etc. in or upon the Schedule I Property and building and to receive rent or such other income in respect thereof, and shall also be liable to pay all municipal or the other taxes in respect thereof.
- 22. It is hereby agreed by and between the parties hereto that the Builder shall have the right to utilize the balance FAR(FSI) and /or TDR in respect of the Schedule I, Property as per the rules and regulations of the Pune Municipal Corporation.
- 23. In case if any tax, levy, assessments, betterment or development charges are levied by the local authority or planning authority or any other local or Govt. body or if there is any increase in such taxes, levies, assessments, betterment or development charges or in case there is any increase in the amount of deposit or other charges to be paid for securing



water connection, the Purchaser shall contribute proportionately towards payments of such taxes and increases in taxes, levies, deposits, etc.

- 24. Nothing contained in this Agreement is intended to be construed as a grant, demise of or assignment in law of the said Units or said Schedule I Property or building. The Purchaser shall have no claim save and except in respect of the said Units hereby agreed to be sold to him and all open spaces, parking spaces, staircases, terraces, lobbies etc. will remain the property of the Builder until the final conveyance in favor of the Condominium which is formed then.
- 25. Any delay tolerated in enforcing the terms and conditions of this agreement or any forbearance or giving of time to Purchaser shall not be constructed as waiver on the part of the Builder, nor shall the same in any manner prejudice the rights of the Builder under this Agreement.
- 26. The Purchaser shall present this Agreement as well as the conveyance at the proper registration office within the time limit prescribed by Registration Act, the Purchaser shall inform the office at which it is presented and the Builder shall attend such office and admit execution thereof.
- 27. All the Notices to be served on the Purchaser shall be deemed to be properly served, if served to the Purchaser under Certificate of Posting on his address as given in the caption of this agreement.
- 28. This Agreement shall always be subject to the Maharashtra Ownership Flats Act, 1963, the Maharashtra Apartment Ownership Act, 1970 and the Maharashtra Co-Operative Societies Act 1960, and the Rules made there under.
- 29. All the expenses of stamp duty, registration charges, sales tax or service tax, if any, including attorneys costs and all the incidental expenses pertaining to the presents and the final conveyance have been agreed to be borne by the Purchaser.



Several pieces and parcels of amalgamated land situated at following Hissa Nos:

- (i) Land admeasuring 0.6 Ares i.e 60 sq.mtrs from total land admeasuring 8.8 Ares, at Hissa No.4
- (ii) Land admeasuring 8.8 Ares i.e 880 sq.mtrs at Hissa No. 5,
- (iii) Land admeasuring 8.8 Ares i.e 880 sq.mtrs at Hissa No. 6,
- (iv) Land admeasuring 280 sq.mtrs from total land admeasuring 8.8 Ares i.e 880 sq.mtrs at Hissa No.7,

from Survey No. 272, Village Baner, Taluka Haveli, District Pune, totally admeasuring 2100 sq.mtrs within the limits of Pune Municipal Corporation and within the limits of Office of Sub-Registrar Haveli Pune and bounded as follows:

On Or Towards East

: Survey No. 277

On Or Towards South

: Part of Hissa No.7, Survey No. 272

On Or Towards West

: Road

On Or Towards North

: Part of Hissa No.4, Survey No. 272

SCHEDULE II PROPERTY

All that piece and parcel of Commercial Premises bearing Unit No. 603 admeasuring carpet area 1162 sq.ft i.e. 107.95 sq.mtrs i.e saleable area 1608 sq.ft i.e. 149.39 sq.mtrs on the 6th floor together with 760 car parks in the basement and 6008 Scooter parking in the stilt floor, in the building named "Montreal", situated on land admeasuring in the aggregate 2100 sq.mts. comprising of land bearing Hissa No.4 (60 sqmts), Hissa No.5 (880 sq.mtrs) and Hissa No.6 (880 sq.mtrs) and Hissa no.7 (280 sq.mtrs) from Survey no. 272 have been amalgamated situated at Village Baner, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation and within the limits of Office of Sub-Registrar Haveli, Pune,

The Plan of Unit No. 603 and the Plan of Parking is attached herewith



Specifications & Amenities

Flooring Vitrified Tile Flooring

Window systems

Powder coated aluminum sliding windows

Toilet Block

One toilet block given for each office
Sufficient ducts provided for flexibility in placing toilet blocks within offices.

Automation

Campus wide surveillance system

Lobby

Exceptionally finished modern lobby with waiting area and reception overlooking the large landscaped green space.

Lifts

Two passenger lifts with generator backup

Internal wall finishing

POP Finish with Luster paint

Electricity

14 KW capacity for each office.

10 sg mm cable with main connection provided per office.

100% generator backup for all offices and lifts

Each office pre wired for Broadband Connectivity.

Fire fighting

Hi-Tech fire fighting system

Security

Security Cabin with state-of-the-art surveillance system Security Gate & Boom bar barrier

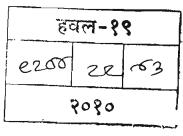
Landscaping

Huge open space fully landscaped with outdoor Cafeteria and informal meeting areas

Cafeteria

Outdoor Cafeteria with shaded sitting areas and serving counter





IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SIGNATURE ON THE DAY AND DATE FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED

By within named promoter

M/S INC DEVELOPERS PVT. LTD.

Through its Director

MRS. SHUBHANGI A. MANJREKAR

S.A. Mangelean

(PROMOTIOR)

SIGNED, SEALED AND DELIVERED

By within named purchaser

VILAS DATTATRAY

Eam-??

Eam-??

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(PURCHASER)

MTHE PRESENCE OF WITNESSES

1. SIGNATURE:

NAME

MR. NAVAL GURUMUKHI

ADDRESS

: KARVE NAGAR, PUNE.

2. SIGNATURE:

X. d. Slyle.

NAME

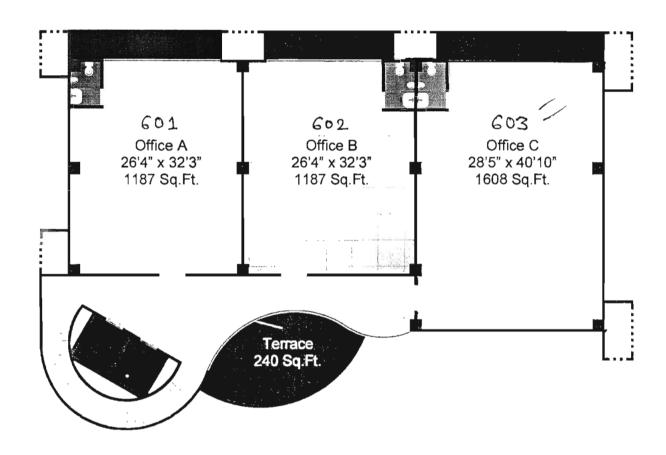
: Mr. Pravin L. Shinde

ADDRESS

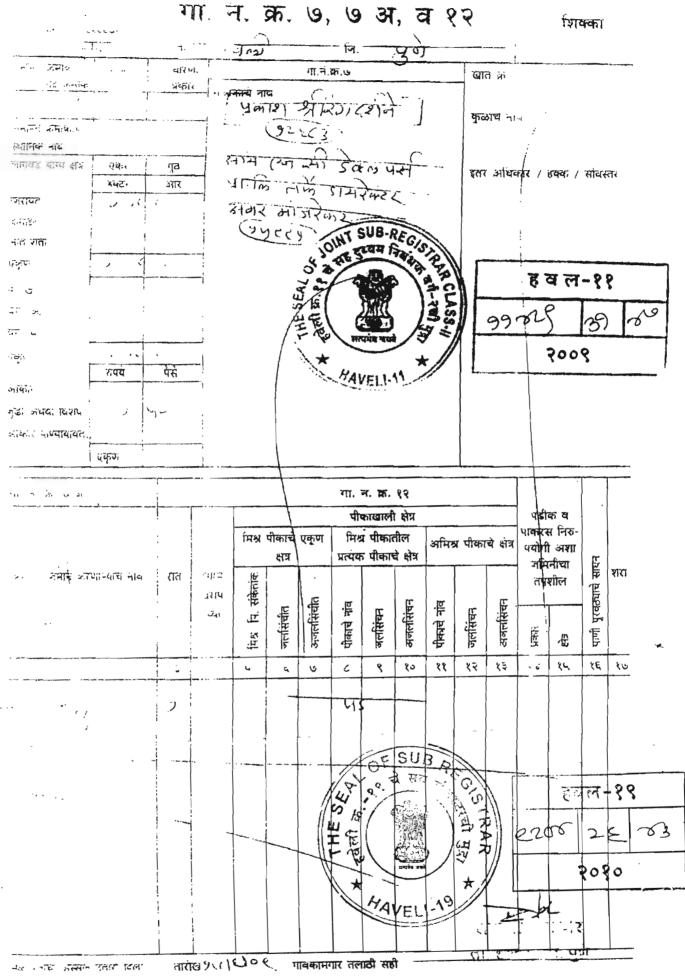
: Amar House, 892 Bhandarkar Rd., Pune-4

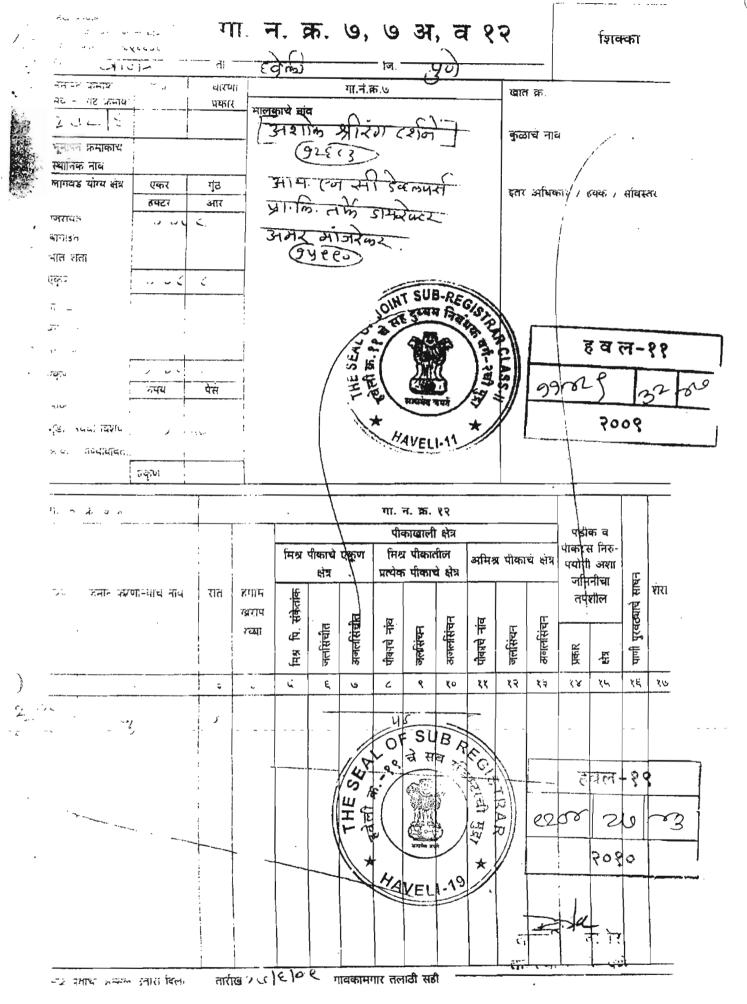


TYPICAL FLOOR PLAN 1ST TO 9TH FLOOR



Office No. 603	on 6 th floor shown in Red Boundary
Com	
Developer	Purchaser





हाथ पर्से पर्से १००९ निश्च प्रति । १००९ निश्च प्रत	33 80
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🕖 विश्वीसार सन्द्रश्चा सुकृत्वसार्थस्य 🥶

नांध्यास चाल् करण्याद एता साङ्

(५७२-४६५२) सर्वेद्या व्यक्ति

ु**ः यो**तीनः तारतोद्यक्तर त

ाकानी । विविधः **महाराष्ट्र नगा ग**ार आधानन

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Se o come acces a manjerkar SEO CL S. FL MILE O CHAUDHRI WHIRWRYN, 👣 WAG WEG 🕏 क्तार कार अपने अभिनेत्रमा **, एन १९४६ को करतो ४४/४५/४९ व सुंभा प्रांतिक महानगर।दिनमा अभिन**गम्_रक्षन १९४५ को करतो

१८२५ ००५ मार्गन पुष प्रक्षम**ापारिकोच्या स्रोतिकार, पेठ BANER पार्गक सम्बे पं. Survey No: 272 (pure),Hissa No: ४ २० २०००** प्लीट 👀 👂 भवीस्त चौनवसम् मृत्यमानाजी महस्ववसमिकेता हुन्स बोडोस दिला. हो - 🛣 संतर्भ : अध्यवस्थापाण व्याप्तिकरा ५०० १००५ १००५ १००५ करण्यास टाम्पी विविद्योल्या सुचन व सर्व अर्थेश बंबराजा हैनाहः के आहे.

ात र प्रसारक विकास भा**जना आएखदा महाराष्ट्र सरकारने दि. ५/१/१९८७ या दिवशी मान्य केला आहे. त्यास अनुसरन नवान कारी अशसग पाठाचत आसरक र ५५० वर्ग के असरव्यास स्थाप्रित्यर्थ <mark>क्षेणत्याही प्रकारकी भ्रामणार नाही व ती देण्याची जनामदारी महानगरपालिकदार नाह</mark>**

नवकारक एक वर्ष हुन्यत नक्का**शात दास्यविरूपाप्रमाणे काम केले पाहिजे.**

कारता कर कर कार कार मार्जिन्स ओपन स्पेलिस इ. नाबी नांधन्तम निम्नण कार्यालयाकहन तपासन घ्यानाए, त्याशिकाय जोत्यावराल काम सुरु कर नर त करायक व्यक्तिस्तार पुनिकाषण) योष्ट्या कार्यालयामार्फत रस्त्याची प्रमाणरेना जागेनर आखून घेणार व मनच नांधकार सुरु करणार या अरीवरच हे समर्रापन्न रेपनर

क्रमेत का क्रिक्स वर भाग **लिहिलेल्या / चिकटबलेल्या अटींबर हे संमर्तापत्र देण्यात येत आहे.**

्य अन्तर्वात् अयात्र अमारत **बांधण्यात आली आहे त्या इमारतीचे धोगक्यापत्र माण्यापुर्वी प्रत्येक मालकान इमारतीसमीर धामा भितीच्या आहा व बाहर क्रियान आहे हार** लापुन को व्यवस्थित वा**र्वावण्याच्या दुर्धाने यीग्य ती व्यवस्था व खबरदारी ज्याबी. त्याशिवाय भोगवटा पत्र मिळणार नाहो - रस्त्यावरील झाडांना जरू न संरक्षण कृषण** अर्बदारान क्राविधाचि अहि.

इनातीच भागवटापत्र दतानः **रस्त्यावर्धाल व आतील बाजूस टाकण्यात आलेले इमारतीचे अविशिष्ट सामा**न व रा**डारोडा** उचलू**न जागा साप** केल्याशिकाय अजीचा र्वन्त करण कामार नहार, राजधेश **काँठ सकाया याचायत प्रशासी विभागामार्फत मार्गदर्शन के**ले जाईल.

काम पुरु करण्यापूर्यों मा. नगर **उपअभियंता (जलोत्सारम) व (पाणीपुरवठा) यांच्याकडे नकारो दाखल करून संबंधित** कामानराता पुर्वमान्यता घतल्याखराज जागक फोणतेही काम सुर कर पर्ने.

नवान पाधवर्गन सुर करताना संबंधित **जागेमध्ये झाढे असल्यास ती ट्रा अँधाँरिटीची पुर्वपत्वानगी घेतल्यात्रिवाय तोड्** नथल; अन्यथा फायदेशीर कारवाहं करण्यात थन

भाषकान नियप्रण खात्यान ज**रा सप्टांक टॅन्कसाठी मान्य केलेल्या नकारामध्ये जागा दर्शविली असली तरी त्यासाठी मा. नगर उपअभियंता (जलात्सारण विभाग)** याच्याक्य नकाशे दाखल करून त्याची मंजुरी <mark>घेतल्याखेरीय सेप्टीक टेन्क अगर ड्रेनेबसंबंधी बांधकाम सरू कर नवे व भोगवटा पत्र मागण्यापूर्वी ड्रेनेंब कामाचा पुर्णत्वाचा</mark>

2 15

... भागवटापत्र भागण्यापूर्वा मन<mark>पाचे कर भरत्याचे दाखला सादर करणभ</mark>ः

वंदाः तमतापत्राप्रमाण भाग करताना नगररचना अधिनियम् असर त्यासं अनुसरन्निर्देशी

अधिक अधिमा भारतीय अधिक स्थान स्थान

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इमारत निरीक्षक

વાધવાન દિવસળ નાર્વાલય,

MAVELLING सहाय्यक अभियतः (बाधकाम नियंत्रण) पुणे महनिगरपालिका.

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- वाचले:-.१) आय.एन.सी. डेव्हलपर्स प्रा. लि. तर्फे डायरेक्टर श्री. अमर एच मांजरेकर रा. अमर हाऊस ८९२ भांडारकर रोड, डेक्कन जिमखाना पुणे ४ यांचा दिनांक २०/७/२००९
 - २) मा.आयुक्त, पुणे विभाग पुणे यांचेकडील परिपत्रक क्रमांक मह-२२/ जमिन/ जनरल/ आरआर /७७२/०३ दिनांक २२/९/२००३
 - ३)पुणे महानगरपालिका, यांचे पत्र क्रं डी.पी.ओ./पीएलयु१/१४०२/०९दिनांक ९/६/२००९



जिल्हाधिकारी कार्यालय पूणे महसूल शाखा क्र.पमह/एनए/एसआर/३९३/०९ पुणे १ दि.२४ /११/२००९

विषय:- अकृषिक परवानगी मौजे बाणेर ता. हवेली स.नं.२७२/४,५,६,७ मधील

२१००चौ.मी.वाणिज्य प्रयोजनार्थ म.ज.म.अधि.१९६६ चे कलम ४४ अन्वये बांधकाम व अकृषिक परवानगी मिळणेबाबत

आदेश

आय.एन.सी. डेव्हलपर्स प्रा. लि. तर्फे डायरेक्टर श्री. अमर एच मांजरेकर रा. अमर हाऊस ८९२ भांडारकर रोड, डेक्कन जिमखाना पुणे ४ यांनी किनुमंदिक जमीनीस वाणिज्य प्रयोजनार्थ अकृषिक परवानगी मिळणेकामी दि. २०/७/२००९ रोजी या क्रिकीच्याकडू किन्स अर्ज केलेला आहे. मौजे बाणेर ता. हवेली येथील खालील वर्णनाची जमीन आय्र रहे ही देखता के क्रिकेटर श्री

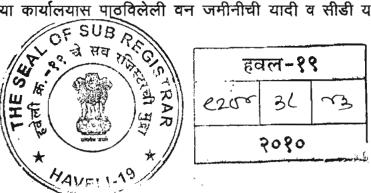
एच मां	जरेकर यांचे ना वे हक्कनोदणीस दाख	ल सहि	9971	8 300
अ.क्र.	मूळ जमीन मालकाचे नांव	TIC THE TRUM TO THE	स्थलकारे नावे	विभागती कारकप्रशाचे क्षेत्र
9	आय.एन.सी. डेव्हलपर्स प्रा. लि. तर्फे डायरेक्टर अमर एच. मांजरेकर	२७२/४	٥٥.٥٥	ξο.00
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अर्ज ठराविक नमुन्यात दिलेला आहे. अर्जासोबत सादर केलेल्या सर्व हक्कनोंद उताऱ्यावरुन असे दिसून येते की,

- विषयांकित जमीन आय.एन.सी. डेव्हलपर्स प्रा. लि. तर्फे डायरेक्टर अमर एच. मांज़रेकर यांचे खुद मालकीची असून त्यांनी स्वतः अर्ज सादर केला आहे.
- तहसिलदार हवेली यांचा अहवाल व कार्यालयातील ॲलिनेशन रजिस्टर मधील नोंदी पहाता सदर जमीन वतन नाही

वनसंरक्षक पुणे, विभाग यांनी या कार्यालयास पाठविलेली वन जमीनीची यादी व सीडी यावरुन

सदर जमीन वन संवर्गापैकी नाही.



ाहसिलदार हवेली यांचेकडील दिनांक ३/७/२००९ रोजीच्या स्थळ पहाणी अहवालानुसार प्रस्तावित क्षेत्रातून उच्च दाबाची विद्युत वाहिनी जात नाही. तसेच जागेमध्ये अनाधिकृत बांधकाम वसलच नम्द कले आहे.

विषयांकित जमीनीबाबत नागरी जमीन (कमाल धारणा व विनियमन) अधिनियम १९७६ अन्वये विवरणपत्र दाखल केले नसलेबाबत तसेच सदर क्षेत्र अतिरिक्त घोषित केले नसलेबाबत रू. ३००/- च र्टन्यपेपरवर शपथपत्र/बंधपत्र सादर केलेले आहे.

तसंच पुणे महानगरपालिका यांचे कमेंन्समेंट पत्र क्रे. डी. पी.ओ./पीएलयु१/१४०२/०९ दिनांक र/६/२००९ अन्वये आराखडे मंजूर करुन बांधकाम सुरु करणेचा दाखला देणेत आलेला आहे.

पुणे आयुक्त, पुणे विभाग यांचेकडील परिपन्नक संज्ञाभीन/जनरल/आरआर/७७२/२००३, दिनांक २२.९.२००३ मधील तरतुदीनुसार विहीत नमुन्यात अर्जदार यांनी प्रतिज्ञापत्र व क्षतिपत्र दाखल केले आहे. सदर प्रतिज्ञापत्रात विषयांकीत जमीनीचे बाबत क्षालील नमुद केलेल्या कोणत्याही कायदयाच्या तरतुदीचा भंग झालेला नाही असे विशव केले आहे.

पानंबई कुळ वहिवाट व शेतजमीन अधिनियम १९४८

महाराष्ट्र जमीन महसुल अधिनियम १९६६

३ महाराष्ट्र शेत जमीन, जमीन धारण कायदा कमाल मर्यादा अधिनियम १९७६

ह इनाम जमीनी **खालसा करण्यासाठीचे निर्गमित के केर्न**

न मुंबई तुकडे पाडण्यास प्रतिबंध करणे व जमीन किया करणे । ५ भहाराष्ट्र अनुसूचित जमातींच्या जमीनी प्रत्यापित केरणे अधिकार

७ महाराष्ट्र खाजगी वने भूसंपादन अधिनियम भिराजी ८ नागरी जमीन कमाल धारणा अधिनियम १९७६

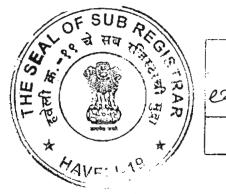
९. महाराष्ट्र प्रकल्पवाधित व्यक्तिचे पुनर्वसन अधिनिका ५००

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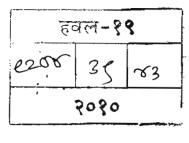
उपरोक्त नमुद कायदयातील तरतुदीचा भंग होत नसकेथे तसीय विषयंकित अमीन वर्ग २ पका नसलेचे प्रतिज्ञापत्रात नमुद केलेले आहे. १८६५% चौ.मी. क्षेत्रासाठी रु. १.८९६ प्रतीवर्षी या दराने बिनशेती करावयाच्या क्षेत्रावरील वार्षिक आकारणी रु. ३५३६/- व रुपांतरीत कर रु.१७६८० /-एकूण २५२५६/- दिनांक १९/१९/२००९ रोजी शासकीय कोषागारात जमा केली आहे. तसेच मोजणी फी रक्कम रुपये ४५००/- दिनाक १९/१९/२००९ रोजी जमा करुन चलन सादर केलेले आहे.

वरील परिस्थिती विचारात घेता, अर्जदार यांना वाणिज्य वापरासाठी अकृषिक परवानगी देण्यास हरकत नाही, म्हणून, महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ व त्याखालील नियभानुसार जिल्हाधिकारी, पूणे यांना प्रदान करणेत आलेल्या शक्तीनुसार मी जिल्हाधिकारी पूणे --आय एन सी डेव्हलपर्स प्रा. लि. तर्फे डायरेक्टर अमर एच. माजरेकर यांस खालील जिमनीमधील क्षेत्रावर वाणिज्य वापरासाठी खालील अटी व शर्तीवर अकृषिक परवानगी देत आहे.

गावाचे नाव	रेखांकनात नकाशात समाविष्ट केलेले क्षेत्र	२१००.०० चौ.मी.
बाणेर-हवेली	(-) रस्त्याखालील क्षेत्र	००,००- चौ.मी.
	(-) आरक्षण खालील क्षेत्र	२३५. ४१ चौ.मी.
	बिनशेती करावयाचे निव्वळ क्षेत्र	१८६५. ०० चौ.मी.
	बिनशेती वापराचे प्रयोजन	वाणिज्य



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- सदरची परवानगी महाराष्ट्र जमीन महसुल अधिनियम १९६६ व त्याखालील नियमान्वये देणेल यत आहे
- अर्जदार यांनी जमीनीचा वापर त्यावरील इमारतीसह ज्या कारणासाठी परवानगी दिली आहे त्या कारणासाठीच करावा. जमीनीचा वापर अन्य कारणासाठी जिल्हाधिकारी यांचे परवानगी शिवाय करु नये.
- जमीनीचा अकृषिक वापर या आदेशाचे दिनांकापासून सुरु झाला असे समजणेत येत आहे.
- ४. जमीनीचा अकृषिक वापर आदेशापूर्वीच सुरु केलेचे निदर्शनास आलेस अर्जदार महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४५ चे तरतुदीस पात्र राहतील.
- ५. अर्जदार यांनी इमारतीचे बांधकाम पुणे महानगरपालिका यांचे कमेंन्समेंट पत्र क्रं. डी.पी.ओ /पीएलयु१/१४०२/०९ दि ९/६/२००९ अन्वये मंजूर केलेल्या बांधकाम नकाशाप्रमाणे केले पाहिजे

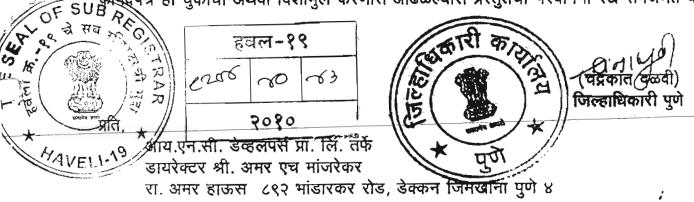
व त्यामध्ये कोणत्याही प्रकारचा फेरबदल सक्षम प्राधिकाऱ्यांच्या परवानगी शिवाय करु नये.

६. अर्जदार यांनी प्रतिवर्षी वाणिज्य प्रयोजनासाठी रु. १.८९६ प्रती चौ.मी. या दराने रुपये ३५३६/- अकृषिक सारा शासनास भरावा. सदर आकारणी तात्पुरत्या स्वरुपाची असून दिनांक १/८/२००६ ते ३९/७/२०११ या कालावधीसाठी अकृषिक प्रमाणदर अंमलात आल्यानंतर फरकाची रक्कम असलेस तो शासनास जमा करणे अर्जदार यांचेवर बंधनकारक राहील.

७. सदरची अकृषिक परवानगी नागरी जमीन कमाल धारणा कायदा १९७६, मुंबई शेतजमीन व कुळकायदा १९४८, महाराष्ट्र ग्रामपंचायत कायदा, महानगरपिलका कायदयाचे तरतुदीस पात्र राहून देणेत आली आहे.

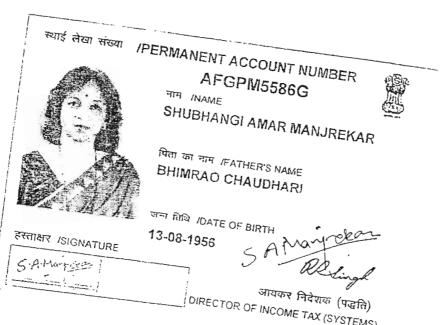
- ८. सदरच्या आदेशातील अकृषिक क्षेत्र व अकृषिक सारा यामध्ये तालुका निरीक्षक भूमि अभिलेख हवेली यांचेकडून प्रत्यक्ष मोजणी नंतर जो फेरबदल होईल तो करण्यास पात्र राहील.
- ९. अर्जदार यांनी महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व अकृषिक आकारणी) नियम १९६९ चे परिशिष्ट ४ व ५ मधील सर्व अटी व शर्तीचा उल्लेख करुन सनद करुन घ्यावी.
- १० सदर आदेशातील अटी व शर्तीचा भंग केल्यास अर्जदार महाराष्ट्र जमीन महसुल अधिनियम १९६६ व त्याखालील नियमानुसार दंडास पात्र राहील तसेच दिलेली अकृषिक परवानगी रद्य समजणेत येईल.

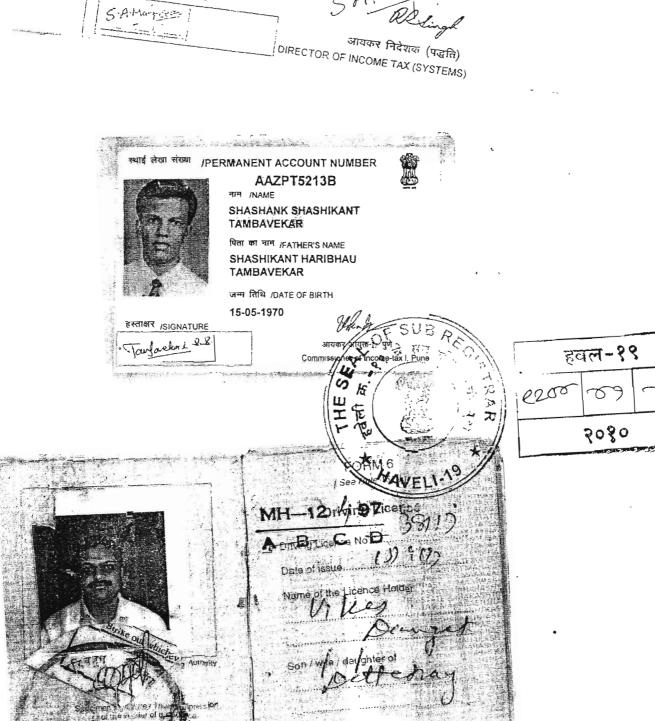
99. अर्जदार यांनी सादर केलेली कोणतीही माहिती तसेच प्रतिज्ञापत्रात नमुद केलेली बाब अथवा SUB SUB परवानगी रद्य समजणेत येईल.











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द्वस्यम निबंधकः दस्त गोषवारा भाग-1

12:03:45 pm

01/10/2010

दु.नि.हवेली 19

दस्त क्रमांक : 9204/2010

दस्ताचा प्रकार : करारनामा अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

अंगठ्याचा ठसा

नावः विकास दत्तात्रय दांगट पत्ताः घर/फ़्लॅट नंः -गल्ली/रस्ताः -

ईमारतीचे नावः -ईमारत नं: -पेट/वसाइतः सॉ

पेट/वसाहतः मॉडेल कॉलनी शहर/गावः शिवाजीनगर पुणे तालकाः -

तालुकाः -पिनः -

पॅन नम्बर: AEPPD4844L

लिहून घेणार

वय 45

सही



छायाचित्र



नावः आय एन सी डेव्हलपर्स प्रा लि तफें सो शुमांगी अमर मांजरेकर तफें कज साठी कु मु म्हणुन (कुमु दस्त नं 7601/2009 ह.क.12)शशांक शशिकांत तांबवेकर

पत्ताः घर/फ़्लॅट नं: -गल्ली/रस्ताः -ईमारतीच लिहून देणार

वय ३१

सही _____





जिह दुष्यम निवधक (पर्ग-२) हवेली-१°





दस्त गोषवारा भाग - 2

हवल19

दस्त क्रमांक (9204/2010)

दस्त क्र. [हवल19-9204-2010] चा गोषवारा

बाजार मुल्य :5104686 मोबदला 6700000 भरलेले मुद्रांक शुल्क : 335000

दस्त हजर केल्याचा दिनांक :01/10/2010 12:00 PM

निष्पादनाचा दिनांक : 28/09/2010 दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 01/10/2010 12:00 PM

शिक्का क्र. 2 ची वेळ : (फी) 01/10/2010 12:02 PM शिक्का क्र. 3 ची वेळ : (कबुली) 01/10/2010 12:04 PM शिक्का क्र. 4 ची वेळ : (ओळख) 01/10/2010 12:04 PM

दस्त नोंद केल्याचा दिनांक : 01/10/2010 12:04 PM

पावती क्र.:9204

दिनांक:01/10/2010

पावतीचे वर्णन

नांव: विकास दत्तात्रय दांगट

30000 :नोदणी फी

860 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

30860: एकूण

दु. निबंधकाची सही, 🕻 . नि . हवेली 🛚 19

ओळख:

दुय्यन निबंधक याच्या ओळखीचे इसम असे निवेदीत करतात कीं, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख ध्टवितात.

1) ॲड अे सी देशमाने ,घर/फ़लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः नारायण पेठ

शहर/गाव: पुणे तालुका: -पिन: -

नोंदणी की रक्कम रू.डे.डे.२००.(डी.डी/पे ऑडर) भारतीय स्टेट बँक समाग्रोधनाच्या अधिन राहन सदर दस्ताची नोंदणी केली आहे.

सद् दुव्यम निसंधक (व

दु.नि.हवेली∖ 19

ा उण्ताऐवजात एकूण, ०५.५७० आहत) हवेली क्र.-१९

> परिने कंत्रके गुराकाचे ९२०४ . वर्ध संद्र्ला.

> > होली क.-१९ 90/1080

