267/1213
Thursday,February 09 ,2023
3:11 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 1839 दिनांक: 09/02/2023

गावाचे नाव: अजनी
दस्तऐवजाचा अनुक्रमांक: नगन4-1213-2023
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: मे. जे. डी. बिल्डकॉन प्रा. लि. तर्फे संचालक श्री. महेश शरदराव बंदे - -

DELIVERED

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1520.00
पृष्ठांची संख्या: 76	
एकूण:	रु. 31520.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
3:28 PM ह्या वेळेस मिळेल.

NGP4

सह दुय्यम निबंधक वर्ग-२
नागपूर शहर क्र. ४

बाजार मुल्य: रु.79019000 /-
मोबदला रु.71317176/-
भरलेले मुद्रांक शुल्क : रु. 3950950/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1520/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0902202307217 दिनांक: 09/02/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH015055416202223E दिनांक: 09/02/2023
बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

GRN MH015055416202223E	BARCODE	Date 09/02/2023-12:35:49	Form ID 25.2

Department: Inspector General Of Registration	**Payer Details**
Type of Payment: Stamp Duty / Registration Fee	TAX ID / TAN (If Any):
	PAN No.(If Applicable): AACCJ2256R
Office Name: NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name: MS J D BUILDCON PRIVATE LIMITED
Location: NAGPUR	
Year: 2022-2023 One Time	Flat/Block No.: PLOT NO. 4 IN BLOCK T
Account Head Details / **Amount In Rs.**	Premises/Building:
0030063001 Registration Fee / 30000.00	Road/Street: AJNI
	Area/Locality: SCIENTIFIC SOCIETY, LAXMI NAGAR, N
	Town/City/District: AGPUR
	PIN: 4 4 0 0 2 2
	Remarks (If Any): PAN2=AUBPS8152B~SecondPartyName=SMT MUKTA CHANDRAKANT BARVE~
Total / 30,000.00	Amount In Words: Thirty Thousand Rupees Only

Payment Details: STATE BANK OF INDIA		FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN / Ref. No.	00040572023020995129	CKW1304548
Cheque/DD No.		Bank Date / RBI Date	09/02/2023-12:24:40	Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date	Not Verified with Scroll	

Department ID: Mobile No. : 9730414589

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालय नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

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Print Date 09-02-2023 12:40:47


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Certificate u/s 32(1) (b) of the Maharashtra Stamp Act, 1958
(ADJ)

Office of the 460090
Collector of Stamps, Nagpur City
Adj. Case No. 27/2023
Date 11/12/2023

Received From S/Shri/M/s. J D BUILDCON PRIVATE LIMITED.
Residing at NAGPUR
Market Value Rs. 7,90,19,000/-
Stamps duty of Rs. 39502504/- in words Rs. Thirty nine lakh fifty thousand nine hundred-fifty only.
Paid vide e-Challan No. MH01495150820231C Date 5/12/2023

Certified under Section 32(1) (b) of the M.S. Act, 1958 that the full duty of Rs. 39502504/- in words Rs. Thirty nine lakh fifty thousand nine hundred fifty Rupees only with which instrument is chargeable has been paid as per Article 36-(g) of Schedule-I.

This certificate is subject to the provision of Section 53-A of Maharashtra Stamp Act, 1958.

Nagpur
Date : 11.12.23

Collector of Stamps
Nagpur City

* आदेश महाराष्ट्र मुद्रांक अधिनियम, १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८ च्या अधिनियमातील तरतुदी नुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील

मुद्रांक जिल्हाधिकारी
नागपूर शहर

Jt. Dist. Registrar CL-I & Collector of Stamps * NAGPUR CITY *

AGREEMENT OF RE-DEVELOPMENT

FOR RS. 7,13,17,176.00 ONLY

MARKET VALUE RS. 7,90,19,000.00 ONLY

THIS AGREEMENT OF RE-DEVELOPMENT is made on this 20th Day of December 2023 BETWEEN (1) SMT. MUKTA W/o LATE SHRI. CHANDRAKANT BARVE, Aged 71 Years, Occupation – Housewife **(PAN AUBPB8152B & AADHAR 9613 7192 9466)**; (2a) SMT. SMITA W/o LATE SHRI. SUBHASH BHALERAO, Aged 74 Years, Occupation – Housewife **(PAN ALHPB0609G & AADHAR 5478 1839 2501)**; (2b) MRS. POONAM W/o DILIP RAJURKAR, Aged 47 Years, Occupation - Housewife **(PAN AYKPR0705P & AADHAR 7103 8915 7639)**; (3) SHRI. SUDHIR S/o KESHAO VAKIL, Aged 68 Years, Occupation - Retired **(PAN AAUPV8920E & AADHAR 7302 8322 9812)**; (4) SHRI. VINAY S/o VASANT TATWAWADI, Aged 58 Years, Occupation - Service **(PAN AAIPT8534A & AADHAR 2483 0766 4576)**; (5) SHRI. KUNJBIHARI S/o HARIKISANDAS PARIKH, Aged 70 Years, Occupation - Retired **(PAN ACBPP3944P & AADHAR 5295 1184 0399)**; AND (6) SHRI. HARISH KUMAR S/o HARIKISAN PARIKH, Aged 77 Years, Occupation - Retired **(PAN ABIPP1597N & AADHAR 9873 8799 3950)**, All Residents of Plot No. T-4, Behind Suyog Mangal Karyalaya, Kanchan Trushna Housing Society, Laxminagar, Nagpur-440022, Tahsil and District – NAGPUR, hereinafter all jointly called the OWNERS, which expression shall unless repugnant to the context or meaning thereof always mean and include the said OWNERS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

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M/S. J. D. BUILDCON PRIVATE LIMITED **(PAN AACCJ2285R)**, A Company duly Incorporated under the Companies Act, 1956 bearing Incorporation Certificate No. U70102MH2009PTC196038 Dated 24-9-2009 having its Registered Office at M-007, Suprabhat Sankul, Buty Layout, Dharampeth Extension, Nagpur-440010 and acting through its Directors (1) SHRI. MAHESH S/o SHARADRAO DANDE, Aged 54 Years, Occupation – Business, Resident of Apartment No. 501, Tulip, Plot No. 167, Dharampeth Extension, Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR **(PAN ABMPD6924H & AADHAR 2280 7930 6375)**, AND (2) SHRI. SANJAY S/o LATE SHRI. SURESH JOSHI, Aged 55 Years, Occupation - Business, Resident of 36, Tilaknagar, Nagpur-440010, Tehsil and District - NAGPUR **(PAN ABLPJ1602R & AADHAR 3807 0576 6187)**, hereinafter called the DEVELOPER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY, as well as, its liquidators, administrators and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 4 in Block "T" out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 80 Ft. x 100 Ft. equal to 8000 Sq. Ft. (OR 743.218 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 26/1 and 26/2 of Mouza - AJNI, P.S.K. 9, bearing City Survey No. 151 and Sheet No. 84/34 of Mouza - AJNI, situate at Scientific Society, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Kanchan Co-operative Housing Society Limited, Nagpur, A Society duly Registered under The Maharashtra Co-operative Societies Act, 1960 (XXIV of 1961) bearing Registration No. NGP/HSG/770 having its Office at Ramdaspeth, Nagpur having purchased the same by it by a Sale Deed Dated 12-10-1979, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 4302 on even date; AND

WHEREAS the said Kanchan Co-operative Housing Society Limited, Nagpur lateron decided to develop the aforesaid Plot No. 4 in Block "T" into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Flats therein for the allotment to it's Shareholder Members; AND

WHEREAS accordingly it prepared a Plan of a Multistoreyed Building then proposed to be constructed on the said Plot of land and to be known and styled as "KANCHAN TRUSHNA" and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No. CS/7667/3532 Dated 13-8-1979; AND

WHEREAS the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Chandrakant S/o Govindrao Barve, by a Sale Deed Dated 23-1-

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1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 520(P) on even date. The said Shri. Chandrakant S/o Govindrao Barve having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. A-2 covering a Built-up area of 74.32 Sq. Mtrs. on the Ground Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Chandrakant S/o Govindrao Barve breathed his last on 10-10-2006 and consequent upon his death/demise the said Flat No. A-2 devolved upon his widow Smt. Mukta, only son Shri. Rakhal and only daughter Mrs. Nirguna W/o Ravindra Channe, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Shri. Rakhal S/o Late Shri. Chandrakant Barve and Mrs. Nirguna W/o Ravindra Channe lateron relinquished all their respective rights, title and interest in respect of the said Flat No. A-2 in favour of their Mother Smt. Mukta W/o Late Shri. Chandrakant Barve, the Owner No. 1 hereinabovenamed, by 2 separate Deeds of Release Dated 12-3-2019, which are duly Registered in the Office of the Joint Sub-Registrar, Nagpur in Book No.1 at Sr. Nos. 792 and 967 respectively on even date; AND

WHEREAS in the like manner the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Subhash S/o Dattatraya Bhalerao, by a Sale Deed Dated 23-11-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 521(P) on even date. The said Shri. Subhash S/o Dattatraya Bhalerao having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. A-1 covering a Built-up area of 74.32 Sq. Mtrs. on the Ground Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Subhash S/o Dattatraya Bhalerao breathed his last on 8-1-2014 and consequent upon his death/demise the said Flat No. A-1 devolved upon his widow Smt. Smita and only daughter Mrs. Poonam W/o Dilip Rajurkar, the Owners No. 2a and 2b hereinabovenamed, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Sudhir S/o Keshao Vakil, the Owner No. 3 hereinabovenamed, by a Sale Deed Dated 23-1-1981, which is duly Registered in the Office of the Joint Sub

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Registrar-III, Nagpur in Book No. 1 at Sr. No. 349(P) on even date. The Owner No. 3 having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. B-2 covering a Built-up area of 74.32 Sq. Mtrs. on the First Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS in the like manner the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Vinay S/o Vasant Tatwawadi, the Owner No. 4 hereinabovenamed, by a Sale Deed Dated 18-3-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 99(P) on even date. The Owner No. 4 having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. B-1 covering a Built-up area of 74.32 Sq. Mtrs. on the Ground Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Kunjbihari S/o Harkisandas Parikh, the Owner No. 5 hereinabovenamed, by a Sale Deed Dated 23-1-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 522(P) on even date. The Owner No. 5 having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. C-2 covering a Built-up area of 74.32 Sq. Mtrs. on the Second Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS in the like manner the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Harish Kumar S/o Harkisan Parikh, the Owner No. 6 hereinabovenamed, by a Sale Deed Dated 23-1-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 523(P) on even date. The Owner No. 6 having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. C-1 covering a Built-up area of 74.32 Sq. Mtrs. on the Second Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein. As a result therefore the Owners hereinabovenamed have now become the Joint/Co-owners of the said Plot No. T-4 and exclusive, absolute and full Owners of their respective Flats with heritable and transferable rights therein and the same is also accordingly mutated in their respective names in all relevant records; AND

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WHEREAS the aforesaid Building known and styled as "Kanchan Trushna" is now too old and it requires major repairs and renovations. Moreover the Owners have found it expedient to demolish the existing building and to construct a New Building having all modern amenities and facilities. The Owners have accordingly passed a Resolution to that effect in their General Body Meeting held on 30-1-2022. The Owners have decided to entrust the entire work of Re-development of the said property to any interested Builder of the City. The District Deputy Registrar of Co-operative Societies, Nagpur City-1 vide his Letter No. जा.क्र. उपनिश-१/नियमन/विभाजन/आदेश/४५८०/२०२२ दिनांक १९-८-२०२२ has separated the aforesaid Kanchan Trushna from its parent society known and styled as Kanchan Co-operative Housing Society Limited, Nagpur bearing Registration No. 770 under Section 18 Rule 17 of The Maharashtra Co-operative Societies Act, 1960; AND

WHEREAS the Owners being thus desirous of re-developing the said property and the Developer hereinabovenamed, who is a reputed and well experienced Builder of the City, having expressed its desire, readiness and willingness to undertake the proposed work of Re-Development, the Owners after detailed negotiations have jointly decided to entrust the entire work of Re-Development of the said property to the Developer upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) THAT the OWNERS do hereby jointly and severally allow and permit the DEVELOPER to RE-DEVELOP and the DEVELOPER hereby agrees to RE-DEVELOP ALL THAT Piece and Parcel of land bearing Plot No. 4 in Block "T" out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 80 Ft. x 100 Ft. equal to 8000 Sq. Ft. (OR 743.218 Sq. Mtrs.) (as per City Survey Records the area is 762.30 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 26/1 and 26/2 of Mouza - AJNI, P.S.K. 9, bearing Corporation House Nos. 368, 368/A, 368/B, 368/C, 368/D and 368/E, City Survey No. 151 and Sheet No. 64/34 of Mouza - AJNI, situate at Scientific Society, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT the total price agreed is Rs. 7,13,17,176/- (Rupees Seven Crore Thirteen Lac Seventeen Thousand One Hundred Seventy Six) Only which the Developer has specifically agreed to pay to the Owners and to adjust in the following manner :-

MANNER OF PAYMENT :-

Rs. 42,00,000.00 (Rupees Forty Two Lac) Only paid by the Developer to the Owners by 6 separate Cheques bearing Nos. (i) 786871 Dated 1-11-2022 for Rs. 7,00,000/- (ii) 786872 Dated 1-11-2022

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for Rs. 3,50,000/- (iii) 766673 Dated 1-11-2022 for Rs. 3,50,000/- (iv) 766674 Dated 1-11-2022 for Rs. 7,00,000/- (v) 766675 Dated 1-11-2022 for Rs. 7,00,000/- (vi) 766676 Dated 1-11-2022 for Rs. 7,00,000/- AND (vii) 766677 Dated 1-11-2022 for Rs. 7,00,000/- all Drawn on Canara Bank, Law College Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.

Rs. 18,00,000.00 (Rupees Eighteen Lac) Only agreed to be paid by the Developer to the Owners within 3 Months from the date of Registration of this Deed.

Rs. 18,00,000.00 (Rupees Eighteen Lac) Only agreed to be paid by the Developer to the Owners within 6 Months from the date of Registration of this Deed.

Rs. 24,00,000.00 (Rupees Twenty Four Lac) Only agreed to be paid by the Developer to the Owners within 9 Months from the date of Registration of this Deed.

Rs. 1,02,00,000.00 **(TOTAL RUPEES ONE CRORE TWO LAC ONLY).**

THAT on the date of execution of Agreement of Re-Development, the Developer will hand over all Post Dated Cheques for the remaining amount to the Owners. The Developer undertakes unconditionally and unequivocally to honour all Post Dated Cheques on its presentation. The Developer further undertakes and agrees that post dated cheques are issued in discharge of liability accrued in terms of the execution as agreed to Owners. If the Cheques are dis-honoured due to any technical problem or Banking system issue, Developer shall rectify the issue to release the Cheques payment or arrange the payment through NEFT within a period of 7 days from the date of dishonor. The Developer undertakes that upon dis-honourment of any Cheques due to the fault of Developer or failure of Developer to arrange payment through alternate mode within 7 days, the agreement executed between the Developer and Owners shall be terminated. The Power of Attorney executed in favour of Developer shall simultaneously stand rescinded, withdrawn and terminated.

*THAT the Developer has specifically agreed to construct at its own costs a New Residential Complex/Building on the said Plot No. T-4 consisting of Ground Floor and Eight Upper Floors therein. The entire Ground Floor of the proposed Multistoreyed Building shall be meant for Covered Parking. There shall be 2 Apartments each on First to Eight Floor, thus totaling 16 Apartments. However, the said number of floors and number of Apartments as described herein shall be subject to the approval and

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sanction of Building Plans from the Sanctioning Authority. The Developer shall complete the proposed building in all respects and shall give, grant and convey 6 Independent and self contained separate Apartments out of the said building to the Owners in duly finished and completed condition and ready for occupation absolutely free of cost strictly within 30 (Thirty) Months from the date of obtaining sanction to the Building Plan. The P-Line area of each of the 6 Apartments shall be approximately 1474 Sq. Ft. (OR 136.937 Sq. Mtrs.). The proposed building shall be constructed in accordance with the Plans and specifications appended hereto as ANNEXURE-A. The cost of construction of the said 6 Apartments chosen to be retained by the Owners is fixed at Rs. 2,17,21,920/- (Rupees Two Crore Seventeen Lac Twenty One Thousand Nine Hundred Twenty) Only. The aforesaid 6 Apartments are provided with 6 allotted Car Parking and the cost of the same is Rs. 19,50,000/-. The Development Charges of the proposed scheme is estimated at Rs. 3,28,15,600/- which is inclusive of cost of TDR, Premium F.S.I. and Ancillary F.S.I. The entire cost of construction and the cost of Development of the proposed project shall be borne and paid by the Developer alone and the Owners are not liable to pay any amount for construction. The said 6 Apartments shall be allotted by the Developer to the Owners as per the Chart Annexed to this Agreement. It is specifically understood and agreed by the Developer that it shall be its sole liability and responsibility to pay the Stamp Duty and Registration Fees etc. payable on the Apartment Deeds in respect of the said 6 Apartments chosen to be retained by the Owners. In the like manner the Developer shall separately pay Goods and Services Tax payable on the said Apartments chosen to be retained by the Owners. The Developer at its own costs and expenses shall install the Electric Meters in the said Apartments chosen to be retained by the Owners. The Developer shall provide a common Water Meter and common Electric Meter to the said Complex at its own costs and expenses. The Developer has specifically agreed to provide the allotted Covered Parking facility for 1 Car to each of the Owner strictly as per the norms and guide lines as may be issued by the sanctioning authority. The Developer is not paying any Security Deposit, Corpus Fund and Maintenance Charges to the Owners. In the like manner the aforesaid transaction is free from any brokerage.

"THAT the entire cost of construction and the cost of Development of the proposed project shall be exclusively borne and paid by the Developer alone out of its own funds without availing any Loan, Project Loan, Mortgage, Lien, Charge of any kind on the entire property. Further the Developer can not avail any Loan, Mortgage, Lien, charge etc. of any kind on the aforesaid 6 Apartments to be allotted to the Owners. However the Developer or the prospective buyers shall be fully entitled to avail the Financial assistance and facility on the remaining 10 Apartments which are to be sold to the Prospective buyers.

"THAT the Owners are fully aware that the Developer wishes and desires to construct the proposed Multistoreyed Building consisting of 16 self contained separate Apartments therein. Out of the said Apartments, 6 Apartments will be allotted to the Owners and the remaining Apartments shall be sold by the Developer to various prospective buyers of its own choice. The Owners shall be duty bound to execute

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Collector of Stamps ★ KOLKATA
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proper Agreements to Sell and Sale Deeds each relating to the said Apartments in favour of the prospective Purchasers (Upto 10 apartments Only) as may be nominated by the Developer. Such Agreements to Sell and Sale Deeds shall be executed and Registered at the costs and expenses of the Prospective buyers. It is specifically understood and agreed by the Owners that the percentage and proportion of Undivided share in the said Plot of land belonging to them at present shall be subject to proportionate reduction as some additional Apartments shall be constructed by the Developer. The Owners shall not claim any proportionate refund of the cost price for such reduced share in land from the Developer.

*THAT the Owners do hereby allow and permit the Developer to demolish the existing Building standing on the said Plot of land exclusively at its own costs and expenses Only on obtaining due sanction to the proposed Building from the sanctioning authority and/or on payment of requisite deposit to the sanctioning authority as per demand note to obtain the sanction to the building Plan. All the old building materials taken out after such demolition shall always belong to the Developer with a right of disposal upon the same. The Owners shall vacate their respective Apartments of the existing Building within 2 months from the date of obtaining sanction to the Building Plan and on receiving due intimation in writing from the Developer.

*THAT the Owners shall allow and permit the Developer to use and consume the Water and Electricity from the existing connections for carrying out building construction activities. However the Developer shall punctually pay the Departmental Bills for the actual units consumed by it and shall always indemnify the Owners against such payments. If in case of any default for non-payment the Developer will reinstate/will bear the cost of reconnection or alternatively the Developer will surrender the existing meter and shall obtain a new connection for carrying out the work of Development and construction.

*THAT if the Developer fails or neglects to handover the actual physical possession of the said Apartments chosen to be retained by the Owners in duly completed and finished condition strictly within the time stipulated hereinabove, then in such event the Developer shall be liable to pay a sum of Rs. 10,000/- Only per month to each Owner towards the liquidated damages from the date of default till the date of actual delivery of possession of the said Apartments to the Owners. Further in the event of delay beyond the time stipulated herein above the rent shall stand increase to Rs. 25,000/- per month till the date of actual delivery. The Developer specifically agrees to complete the Project in a time period of 30 Months from the date of sanction of Plans from Nagpur Municipal Corporation. In the event that the Project is not completed in 30 Months time frame, the Developer shall put further efforts and complete the Project in shortest possible time thereafter. Additional grace period of further 18 Months is agreed for completion of the work and handing over the

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possession. (Total maximum permissible period is 30 + 18 = 48 Months). This additional grace period is subject to applying the liquidated damage clause and increase in the Rent as mentioned above in clause No. 8.

*However, in the event that the work is not completed within a period of maximum 48 Months from date of sanctioning of Plan of any reason whatsoever, whether within the control or beyond the control of either of the Party, this Agreement shall become null and void. The entire ownership of land and any incomplete construction thereon shall rest with Owners. The Developer shall not claim any amount for the expenses made by them on the Project. Possession shall be peacefully handed over by Developer to Owners in as is where is condition. Further, the responsibility of repaying the advances taken by Developer from any of the prospective Purchasers and refunding of any loans taken by Developer shall rest solely with the Developer. It is specifically agreed that Developer shall not have any right or claim in the property and the agreement shall stand terminated at the end of 48 Months Owners will have full right to further develop or dispose-off the property at their own discretion. Amount paid by Developer to Owners shall not be refunded to the Developer and it shall not lodge any claim or proceeding to recover the amount before any court of Law from Owners.

*THAT during the period of Building Construction activities the Developer has specifically agreed to pay the Rent to the tune of Rs. 20,000/- (Rupees Twenty Thousand) Only per Owner per Month. The Rent shall be payable from the date of vacating the aforesaid premises. There shall hike of 7% in the existing rent per year. The Rent for such hired premises shall be paid Monthly/Quarterly to the Owners by the Developer. The difference in rent exceeding the aforesaid limit shall be borne and paid by the Owners. On delivery of the actual physical possession of the chosen Apartments to the Owners as mentioned above, the liability of the Developer to pay such monthly rent shall cease automatically. In these circumstances it shall be obligatory on the part of the Owners to receive the possession of the chosen Apartments strictly within 1 Month from the date of receiving intimation from the Developer in writing. It is further understood and agreed by the Owners that it shall be their sole liability and responsibility to pay the Electricity and water charges for the actual units consumed by them as per Departmental Bills for such hired premises. The Owners shall arrange for shifting of their belongings from the Rental Accommodation to Newly Constructed Premises exclusively at their own costs and expenses.

*THAT it is specifically assures by Owners that there is no Loan outstanding against the property and the property is not mortgaged. The Developer has satisfied itself that there is no lien/charge encumbrance on the property and there is no legal impediment in execution of this Deed. However in the event it is found on a later date that any Loan, Charge, lien or Mortgage is existing on any of the Apartments belonging to the Owners it is specifically understood and agreed by the Owners that it shall be

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their sole liability and responsibility to repay any Loan availed by them against the aforesaid property from any Financial Institution Together with an interest as may be accrued thereon to such Financial Institutions within 1 Month from the date of execution of this Agreement and to get their respective Apartments freed and discharged from the Mortgage of such Financial Institutions exclusively at their own costs, expenses and efforts and shall deliver a No Dues Certificate to that effect in Original to the Developer immediately on its receipt.

(3) THAT the development wil be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Corporation Taxes, Cesses, Electricity and Water Charges and all other outgoings etc. levied on the property hereby agreed to be developed and payable by the Owners upto the date of Registration of this Agreement.

(4) THAT the Owners further assure the Developer that the property hereby agreed to be developed is their separate and self acquired property belonging to them alone and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(5) THAT the Owners shall answer all reasonable requisitions on the title to be made by the Developer and shall establish good, valid and marketable title to the property hereby agreed to be developed.

(6) THAT the property hereby agreed to be developed is believed and shall be taken to be correctly described in the Schedule hereunder written and in the event any mis-statement, error or omission shall be discovered, the same shall not annul the Contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(7) THAT on receipt of the balance sale consideration and possession of the chosen Apartments from the Developer, the Owners shall deliver the actual physical possession of the property hereby agreed to be developed to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s). Till then the factual and legal possession shall always be with the Owners.

(8) THAT it is clearly understood and agreed by the Owners that pending Registration of the Sale Deed(s) the Developer intends to develop the said property into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein. The Owners do hereby agree to sign the Proposed/Revised Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to the Nagpur Improvement Trust/Nagpur Municipal Corporation for securing sanction to such

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plans. They also agree to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the proposed/revised plans, provided the Developer pays/deposits necessary sums in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation in the names of the Owners who in their turn agree to return back to the Developer such sums as may be refunded to them by such local Authorities/Nagpur Improvement Trust/Nagpur Municipal Corporation.

(9) THAT it is clearly understood and agreed by the Owners that they shall deliver a vacant and peaceful possession of the aforesaid property to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s).

(10) THAT the Owners shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer after getting the Plans sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation. However the Owners shall have every right to enter into the said Premises and to inspect the construction and quality of materials to be used in the Apartments chosen to be retained by them.

(11) THAT the Owners do hereby allow and permit the Developer to display it's board at site at any time after registration of this Agreement.

(12) THAT the Developer shall have full liberty to advertise for the sale of the proposed Built-up spaces (excluding the Apartments chosen to be retained by the Owners) to the intending buyers and it shall also have absolute right, power and authority to receive all money from such buyers being the agreed sale price therefor and to retain and appropriate the same in it's absolute discretion. The Owners shall not be entitled to share any part of the same, nor shall they question the accountability thereof in any manner whatsoever. The corpus fund if any, collected by the Developer will be deposited in the Bank Account of the Association of the Apartment Owners. The Developer shall not sale exclusive rights or open spaces to any buyers. Increased F.S.I of the said Plot of land will be used and utilised by Association of Apartment Owners.

After executing all Sale Deeds by Owners with the buyers of proposed 10 Apartments, the Developer shall hand over possession/maintenance of entire property to the Association of Apartment Owners. The Developer will not claim any right/title interest on any portion in the said piece of land or Apartments (Except un-sold Apartments, remaining in the possession of the Developer).

(13) THAT the Developer shall be entitled to call for any objections from the persons concerned or claiming to be concerned in the said property by issuing a Public Notice in the News Papers or by any other manner as the Developer may deem fit and

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on receiving any such objections the Developer shall be entitled to call upon the Owners to give their replies, explanations with reference to the same duly supported by documentary proof, as far as possible and in the event of there appearing to be any dispute, burden, charge, encumbrance, claim, demand etc. the Owners agree with the Developer and/or the prospective buyers to get the same freed and discharged from all such burdens.

(14) THAT the Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said land hereby agreed to be developed and it shall have absolute right and full authority and power to develop the said land in accordance with the Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various Built-up spaces (excluding the Apartments chosen to be retained by the Owners) in the proposed building to the prospective buyers for such price as it may fix or agree upon in its absolute discretion. It is further agreed by the Developer that, the construction shall be strictly as per plan and Occupancy Certificate will be provided for the entire project.

(15) THAT the Owners shall on receipt of the balance sale consideration and possession of the chosen Apartments from the Developer as stated above execute various Sale Deeds each relating to an independent Apartment in favour of the respective individual buyers as may be nominated by the Developer, as and when may be called upon by it, for the proportionate price therefor and they shall also get the same duly registered in accordance with the law in force.

(16) THAT the draft Sale Deeds or any other documents necessary to complete the transfer of the property hereby agreed to be developed shall be got prepared by the Developer at its own costs and the Owners agree to execute the same subject to such actual changes as the facts and events may warrant.

(17) THAT the Owners shall execute an Irrevocable General Power of Attorney empowering and authorising any person to be nominated by the Developer to sign/execute various Agreements to Sell, Sale Deeds, Deed of Declaration, Deeds of Apartment etc. and all other kinds of documents on their behalf and also to carry out and observe all the obligations on their part herein contained or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to developed and this power will not be withdrawn or revoked by the Owners until the transaction envisaged herein is completed in all respects. However the Owners shall not incur any monetary responsibility arising out of the nomination of the Attorney. Notwithstanding anything herein contained the Attorney to be so appointed shall in no case however sign and execute any such Sale Deed for and on behalf of the

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Owners unless it confirms from them (Owners) that they have already received the possession of the chosen Apartments from the Developer.

The Owners shall give General Irrevocable Power of Attorney to the Developer for Liaison work with Planning Authority i.e. submission of Applications, sanctioning of Building Plan, Signing of Map copies etc. in respect of Entire property. Developer will use this Power of Attorney for liasoning with NIT/NMC/Other Government Offices where ever required in relation to re-development of Plot No. T-4.

This Power of Attorney shall give authority to Developer to sign Apartment Deeds , Sale Deeds in respect of 6 Apartments to be allotted to Owners. However the Developer shall not have authority for execution of Mortgage Deed or create any lien in respect of 6 Apartments to be allotted to Owners.

Further, the Developer shall have full authority to sign Apartment Deeds, Sale Deeds, Agreements, Mortgage deeds etc. in respect of balance 10 Apartments. This power of Attorney shall not be misused by the Developer. The Power of Attorney executed in favour of the Developer by the Owners will not create any ownership, right, title interest on entire Plot No. T-4.

(18) THAT in case of Owners fail or neglect to fulfill and observe all or any of the obligations on their part as hereinabove contained or otherwise required by law and also to execute various Agreements to Sell, Sale Deeds and all other kinds of documents as stipulated above, the Developer shall be entitled to enforce specific performance of this Contract by instituting legal proceedings against the Owners and in such event the Owners shall be liable to reimburse all costs and damages to the Developer and the Developer shall also have the choice to get the Sale Deeds executed in it's favour or in favour of it's nominee(s) being the prospective buyers, through the Civil Court of proper Jurisdiction.

(19) THAT in the like manner if the Developer fails or neglects to fulfill and observe all or any of the obligations on its part as hereinabove contained or otherwise required by law, than in such event the Owners shall be fully entitled to claim the liquidated damages from the Developer by instituting legal proceedings in the Court of Law. The Developer hereby undertakes to indemnify the Owners against all claims, suits, litigation, damages, accident on site etc. arising out of this transaction of Development and Sale. The Developer shall construct the proposed Multistoreyed Building consisting various self contained separate Apartments therein strictly as per the Plan as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation and shall not deviate from the same. The Developer shall always indemnify the Owners against any claims, litigation both Civil and Criminal, Penalties, Damages etc., if any, arising out of the transaction of sale of Apartments between the Developer and the Prospective Buyers and for any deviation in the sanctioned plan. It is further agreed

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that while developing the said property if any mishap, accident, accidental death is caused or occurred on construction site due to negligence on the part of the Developer, then in such event it shall be the sole responsibility of the Developer to settle such disputes, litigations, claims, compensations etc arising out of such accident, mishap or death and it shall alwaye indemnify the Owners against such claims, litigations, disputes etc.

(20) THAT the permission to commence and carry on the construction of the proposed building hereby granted by the Owners is merely in the nature of a LICENSE and the same shall in no case be construed as actual delivery of possession within the meaning of Section 53 (A) of the Transfer of Property Act, 1882.

(21) THAT the Owners agree to pay and discharge all their Income Tax, Wealth Tax, and Capital Gain Tax liabilities, if any, arising out of this transaction.

(22) THAT all disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitrator. The decision of the Arbitrator shall be final and binding upon both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time and in force shall apply to such Arbitration. The place of Arbitration shall be at Nagpur Only. The entire Arbitration proceeding/s will be carried out in English Language only.

(23) THAT the Developer also agrees to pay Goods and Services Tax or any other Tax as may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid therefor and shall always keep the Owners indemnified against the same.

(24) THAT the Developer also agrees all the expenses towards construction and completion of the Project either direct or indirect including all Taxes, duties, levies from time by Central Government, State Government, Local authority or any other body from time to time including the deposits towards electricity and water connections, solar panel installation, sewerage connections etc. shall be borne by the Developer. No additional payment shall be demanded by the Developer for any reason whatsoever from Owners.

(25) THAT the Developer shall start the construction of the proposed building within 2 (TWO) Months from the date of sanction of Plans from the Nagpur Improvement Trust/Nagpur Municipal Corporation.

(26) THAT on Registration of the Sale Deeds, the Owners agree to render

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necessary assistance in obtaining the mutation of the respective Apartment in favour of each such individual prospective buyer in all relevant records.

(27) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connection and meters in the proposed building.

(28) THAT the Developer agrees to pay the Sales Tax may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid therefor and shall always keep the Owners indemnified against the same.

(29) THAT after completion of the Project if the F.S.I. increases, then in such event such increased F.S.I. shall be used and consumed by the Association of Apartment Owners of the proposed Building. The Developer agrees that, if the FSI increases any time between signing of this Deed and before the completion of the project, thereby giving a price advantage to the entire project, then the Developer shall voluntarily bring out an estimated calculation of such change, and the resultant price advantage shall be equally share between Owners and the Developer.

(30) THAT the Owners shall not have any objection of any kind whatsoever for using and consuming the T.D.R. by the Developer on the proposed Multistoreyed Building over and above the permissible F.S.I. as on date. However total number of Apartments shall be restricted to 16 only. Further it is agreed by the Developer that the Floor area of all the Apartments of the existing and new members shall be exactly same. All the members shall have equal right of 1/16th in total Plot area.

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(31) THAT all the provisions of The Real Estate (Regulation and Development) Act, 2016 i.e. Maharashtra Real Estate Regulatory Authority shall be applicable to this Agreement of Re-Development.

(32) The Developer agrees to complete all the procedures for executing the deeds and conveyance of Flats to respective owners and conveyance of the entire property to the Apartments owners association within 1 month of obtaining the completion certificate/OC from NMC all the costs towards this shall be borne by Developer.

(33) THAT this Agreement is subject to Jurisdiction of the Competent Civil Court at Nagpur.

(34) THAT all expenses on account of preparation of this Agreement of Development and Sale including the cost of Stamp Duty and Registration Fees payable thereon have been borne and paid by the Developer.

SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. 4 in Block "T" out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 80 Ft. x 100 Ft. equal to 8000 Sq. Ft. (OR 743.218 Sq. Mtrs.) (as per City Survey Records the area is 762.30 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 26/1 and 26/2 of Mouza - AJNI, P.S.K. 9, bearing City Survey No. 151 and Sheet No. 94/34 of Mouza - AJNI, situate at Scientific Society, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	- PLOT NO. 3 IN BLOCK 'T'.
ON THE WEST	- PLOT NO. 5 IN BLOCK 'T'.
ON THE NORTH	- PLOT NO. 11 IN BLOCK 'T'.
ON THE SOUTH	- 12 MTRS. WIDE ROAD.

IN WITNESS WHEREOF the OWNERS and the DEVELOPER hereinabovenamed have hereto set their respective hands and signed this DEED OF AGREEMENT OF RE-DEVELOPMENT at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Adv. A. S. Mulay

WITNESSES :



(1) _____ 1) _____
(SMT. MUKTA CHANDRAKANT BARVE)





(2) _____ 2a) _____
(MRS. SMITA SUBHASH BHALERAO)



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2b)

(MRS. POONAM DILIP RAJURKAR)



3)

(SUDHIR KESHAO VAKIL)



4)

(VINAY VASANT TATWAWADI)



5)

(KUNJBIHARI HARIKISANDAS PARIKH)



6)

(HARISH KUMAR HARIKISAN PARIKH)

OWNERS

FOR M/S. J. D. BUILDCON PRIVATE LIMITED



1)

(MAHESH SHARADRAO DANDE)



2)

(SANJAY SURESH JOSHI)

Directors

DEVELOPER

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CHART OF THE APARTMENTS TO BE ALLOTTED TO THE OWNERS

Sr. No.	Name of Owners	Present Apartment No.	Built-up area of Old Apartment Sq. Mtrs.	Approx P-Line Area in Sq. Mtrs. of New Apartment
1	Smt. Mukta Chandrakant Barve	A-2	74.32	136.937
2	Smt. Smita Subhash Bhalerao and Mrs. Poonam Dilip Rajurkar	A-1	74.32	136.937
3	Shri. Sudhir Keshao Vakil	B-2	74.32	136.937
4	Shri. Vinay Vasant Tatwawadi	B-1	74.32	136.937
5	Shri. Kunjbihari Harikisandas Parikh	C-2	74.32	136.937
6	Shri. Harish Kumar Harikisan Parikh	C-1	74.32	136.937

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PLUMBING

- CONCEALED PLUMBING PIPES OF CPVC, HOT AND COLD MIXERS AND FITTINGS OF STANDARD COMPANY (JAGUAR OR EQUIVALENT)

ELECTRIFICATION

- CONCEALED ISI MARK WIRING WITH REQUIRED ELECTRICAL POINTS TO ALL ROOMS.
- ONE REFRIGERATOR POINT IN KITCHEN
- ONE GEYSER POINT IN BATHROOMS
- ALL SWITCHES ARE MODULER SWITCHES. (TOTAL POINTS- TO BE)

WATERPROOFING

- SPECIAL WATERPROOFING TREATMENT TO TOILETS AND ON TOP FLOOR TERRACE

COMMON AMENITIES

- SOCIETY ROOM WITH 20 CHAIRS AND TOILETS (APPROX AREA 400 SQ FT)
- CCTV ON COMMON AREA & ON EACH FLOOR LOBBY
- COMMON SOLAR SYSTEM FOR COMMON ELECTRIC METER.
- GUARD ROOM AND TOILET ON GROUND FLOOR
- COMPOUND WALL
- FIRE FIGHTING SYSTEM
- INTERCOM WITH VIDEO DOOR PHONE FACILITY.
- GENERATOR BACKUP TO COMMON AREAS
- RAIN WATER HARVESTING FOR THE BUILDING
- WHEELCHAIR COMPATIBLE RAMP
- WATER TANK FOR CORPORATION AND BORE WELL
- MODULAR KITCHEN OF BUILDER'S DESIGN TO EACH FLAT.
- TWO (2) LIFTS TO THE BUILDING HAVING CAPACITY 6 PERSONS EACH.

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Kalpataru Vishwa Co-operative Housing Society Ltd.
Leena Nagar, Nagpur

SPECIFICATIONS

STRUCTURE

- R.C.C. FRAME STRUCTURE

BRICK WORK

- 230mm THICK BRICK WORK FOR EXTERNAL WALLS & 115mm THICK BRICK WORK FOR INTERNAL WALLS

PLASTER

- RACK PLASTER FOR EXTERNAL WALLS AND SMOOTH FINISH FOR ALL INTERNAL WALLS

PAINTING

- EXTERNAL WALL SHALL HAVE EXTERIOR EMULSION AND INTERNAL WALLS SHALL BE OF OIL BOUND DISTEMPER ON SMOOTH PUTTY FINISH.

FLOORING

- VITRIFIED TILES FLOORING TO ALL ROOMS OF SIZE 600 mm * 600 mm
- CERAMIC TILES FLOORING TO BALCONY
- ANTISKID CERAMIC TILES FOR TOILETS/BATHROOMS

DOORS/SHUTTERS

- FRONT DOOR DESIGNER DOOR AND OTHER DOORS ARE FLUSH TYPE DOORS WITH CONCREATE FRAMES AND ALUMINIUM FITTINGS.

WINDOWS

- POWDER COATED ALUMINIUM SLIDING WINDOWS WITH GLASS PANEL AND M.S.GRILLS.

GLAZED TILES

- GLAZED TILES SHALL BE PROVIDED UPTO 3FT. HEIGHT ABOVE KITCHEN OTTA AND DESIGNER TILES UPTO LINTEL LEVEL FOR WASH BASIN AND IN TOILETS.

KITCHEN OTTA

- MODULAR KITCHEN OTTA OF BUILDER'S DESIGN WITH BLACK GRANITE TOP AND STAINLESS STEEL SINK SINGLE BOWL OF 18 inch * 18 inch

SANITARYWARE

- WASH BASIN, COMMODE/ORRISA PAN OF WHITE COLOUR OF STANDARD COMPANY

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२३ / ६६

पुनर्विकास करारनामा अभि. प्रकरण क्र. २७/२०२३

सादर :-

विषय :- मूल्यांकन अहवाल

मौजा - आडगी, सि.स.न.- ४५२, सिट क्र.- ८४/३४, भूखंड क्र.- ४, समरा क्र. २६/१,२६/२

अभिनिर्णय प्रकरणी दस्तऐवजानुसार उपलब्ध माहिती :-

१) लिहून देणार :- श्रीमती मुक्ता अर्थे व इतर ५ सदनिका धारक

२) लिहून घेणार : मेसर्स डे.डी. बिल्डकान प्रा.लि. तर्फे श्री महेश लढे व इतर १

३) लिहून घेणारा पक्ष संस्था / कंपनी आहे काय - होय (डेव्हलपर)

४) दस्ताचा प्रकार :- पुनर्विकास करारनामा

५) दस्त निष्पादित आहे / नाही :- नाही

६) दस्तातील एकुण भूखंड क्षेत्रफळ :- ७४३.२१८ चौ.मी.

७) कर्जाचा भूखंड आहे काय ? - नाही

८) तारण मनाई आहे काय ? - नाही (१२ ब मी. मंजूर रस्ता)

९) दस्तात दर्शविलेला Consideration - अंकी :- ७,१३,१७,२७६/-

१०) पुनर्विकास करारनामानुसार विकसक जमीन मालकाला देत असलेला मोबदला / रक्कम - १,०२,००,०००/-

११) पुनर्विकास करारनामा नुसार विकसक जमीन मालकाला देत असलेले सदनिका क्षेत्र - एकुण ६ सदनिका (१३६.९३७ चौ.मी P Line एरीया प्रत्येकी , एकुण क्षेत्र - ८२२.६२२ चौ.मी.

१२) TDR मंजुर आहे काय ? - होय

१३) डिपॉझिट रक्कम मंजुर आहे काय ? - नाही

१४) विकसक जमीन मालकाला किराया रक्कम देणार आहे काय ? - होय (२०,००० / month for (३०) months

१५) वर्ष २०२२-२३ चे बाजारमूल्य दर तक्त्यानुसार

मूल्य विभाग क्र. १९,३१३/३४, जमीन दर रु. १३,४४०/- प्र.चौ.मी. मूल्य क्र. ५३१-५३२

बांधकाम दर रु. २६,६२०/- प्र.चौ.मी. (RCC)

१६) शेरा कॉलम -

एकुण ६ सदनिका समावेशीत देणार.

१७) बाजारमूल्य तक्त्यातील दरानुसार अंमलबजावणी सूचना क्र. २८ चे अनुषंगाने होणारे मूल्यांकन आकारणीसाठी

FSI calculations:

सोबत architect चे proposed map संलग्न आहे. तसेच UDCPR नुसार १२.० mt. wide road करीता permissible FSI

Basic FSI - १.१

Premium FSI - ०.५

TDR FSI - ०.६१

Ancillary FSI - १.३५

Total FSI - ३.६

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४४/६६

१५) अ

(अ)सोसायटी / सभासदांना मिळणा-या मोबदल्याचे खालीलप्रमाणे एकूण मूल्य

i) सोसायटीस / सभासदास सदनिका / इतर गाळे स्वरुपात मिळणारे एकूण बांधकाम क्षेत्राचे नविन बांधकाम दरानुसार येणारे मूल्य
= १३६.९३७ * ६ * २६६२० = ८२९.६२२ * २६६३० = २,१८,७१,५७८/-
दस्तात नमूद किंमत - १,१८,७१,५५४/- सबब ते विचारात घेतले आहे

ii) सोसायटीस मिळणारे सुविधा क्षेत्र, जलव हातरा, ओपनेस इत्यादी एकूण बांधकाम क्षेत्राचे नवीन बांधकाम दरानुसार येणारे मूल्य
- parking चे मूल्य -(१३.५) * ६ *२६६२० * ०.२५ = ४,९९,१२५/- (दस्तात नमूद मूल्य १९,५०,०००/-)
(As per UDCPR १२.५ sq.mt per car)
(दस्तात पान क्र. ७ वर ६ car parking slot देणार नमूद)

iii) सोसायटीस बांधकामाव्यतिरिक्त मिळणारा रोख मोबदला
१,०२,००,०००/- (दस्तात नमूद , पान क्र. ५ वर नमूद)

iv) विकसनकर्त्याने सोसायटीस दिलेले डिपॉझिट वरील प्रकल्प पूर्ण होईपर्यंतच्या कालावधीचे व्याज ६ % दराने सरळ व्याज - निरंक (दस्तात पान क्र. ७ वर देणार नसल्याचे नमूद)

v) सोसायटी / सभासदांना देण्यात येणार सोसायटी कॉर्पस फंड
- निरंक (दस्तात पान क्र. ७ वर देणार नसल्याचे नमूद)

vi) सभासदांसाठी दयावयाच्या तात्पुरत्या निवासाचे दस्तात नमूद कालावधीचे भाडे
= २०,०००/month * ३० month * ६ member = ३६,००,०००/-
(दस्तात पान क्र. १३ वर नमूद)

vii) सभासदांसाठी देण्यात येणारे शिफ्टींग चार्जेस
- निरंक (दस्तात owners shifting करणार असे नमूद)

viii) सभासदांसाठी तात्पुरते निवास उपलब्ध करुन देणेसाठी दावयाचे डिपॉजिट
निरंक (दस्तात पान क्र. ७ वर देणार नसल्याचे नमूद)

ix) सोसायटी / सभासदांना मिळणा-या एकूण बांधकाम क्षेत्राचे विकास शुल्क (MRTP Act, १९६६ नुसार)
= ८२९.६२२ * ५३४४० * ४ % = १७,५६,३००/-

x) सोसायटी / सभासदास जुन्या पुनर्रचनाधील विद्यमान बांधकाम क्षेत्राऐवजी जास्तीचे मिळणारे बांधकाम क्षेत्रावर जमीन दराच्या ३० % येणारे मूल्य. (फंजीबल प्रिमीयम, टि.डी.आर. प्रिमीयम ,एफ.एस.आय. इ. चा विचार करुन.)
= (८२९.६२२ - ४४५.१२) * ५३४४० * ०.३ = ३७५.७०२ * ५३४४० * ०.३ = ६०,२३,२५५/-
(दस्तात जुने क्षेत्र नमूद, ३४.४२ sq.mt each flat नमूद)

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xi) नमूद मुद्दयाव्यतिरिक्त विकसनकर्त्या मार्फत त्या अन्य कोणत्या जबाबदा-या पार पाडल्या जाणार आहेत त्याचे दस्तामध्ये नमूद असल्यास ते मूल्य - निरंक	
(५) विकसनकर्त्याला मिळणा-या हिस्स्याचे दस्तात नमूद बांधकाम क्षेत्राचे जमीन धराने मूल्य वजा खर्च एकूण बांधकाम क्षेत्र = ७४३.११८ * ३.६ = **२६७५.५९ sq.mt.** विकसन कर्त्याचे हिश्याचे बांधकाम क्षेत्र = (२६७५.५९ - ८२१.६२१) = १८५३.९६८ sq.mt. मूल्य = १८५३.९६८ * ५३४४० = ९,९०,७६,०५०/- वजा FSI चा खर्च - १. Premium fsi value = ७४३.११८ * ०.५ * ५३४४० * ०.३५ = ६९,५०,५७५/- २. TDR fsi value = ७४३.११८ * ०.६५ * ५३४४० * ०.३ = ७७,४४,१२६/- ३. Ancillary fsi value = ७४३.११८ * १.३५ * ५३४४० * ०.१ = ५३,६१,८७१/- एकूण खर्च = २,००,५७,३७२/- विकसन कर्त्याचे हिश्याचे मूल्य = ९,९०,७६,०५०/- वजा २,००,५७,३७२/- = ७,९०,१८,६७८/- Tip- As per UDCPR premium fsi value @ ३५% of ASR Rates Ancillary fsi value@ १०% of ASR Rates TDR fsi @ ३०% of ASR rates.	शेरा

-उपरोक्त १७ अ व १७ ब किंवा दस्तात नमूद मूल्य यापैकी जास्तीचे येणारे मूल्य :-

अ) सोसायटी / संस्थासदांना मिळणा-या मोबदल्याचे मूल्य (१७ अ i ते xi चे एकत्रित मूल्य) = २,१८,७१,६५४/- + १९,५०,०००/- + ३६,००,०००/- + १७,५६,३००/- + ६०,२३,२५५/- + १,०२,००,०००/- ४,५४,७१,२०९/-

ब) विकसनकर्त्याला मिळणा-या हिस्स्याचे मूल्य (१७ ब) = ७,९०,१८,६७८/-

क) दस्तात नमूद मूल्य = ७,१३,९७,९०६/-

करारनाम्यात निश्चित होत असलेले एकूण मूल्य = १७ ब = ७,९०,१८,६७८/-
(अ, ब व क पैकी जास्त)

सहायक संचालक, नगररचनाकार

दिनांक: ०८/०२/२३

मान्य / अमान्य

सह जिल्हा निबंधक वर्ग-१
तथा मुद्रांक जिल्हाधिकारी
नागपूर शहर

नगन-४
१२१३/२०२३
२६/६६

CHALLAN
MTR Form Number-6

GRN	MH014861508202223E	BARCODE		Date	07/02/2023-16:46:36	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR RoM	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NPJ1_JT DISTRICT REGI NAGPUR URBAN	Full Name	M/S J D BUILDCON PRIVATE LIMITED
Location	NAGPUR		
Year	2022-2023 One Time	Flat/Block No.	
Account Head Details	Amount in Rs.	Premises/Building	
0030051101 Amount of Tax	3950950.00	Road/Street	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	
		ADJUDICATION NO 27/2023	
Total	39,50,950.00	Amount In Words	Thirty Nine Lakh Fifty Thousand Nine Hundred Fifty Rupees Only

DEFACED ₹3950950.00 DEFACED

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572023020799694	OKW1117674
Cheque/DD No.		Bank Date	RBI Date	07/02/2023-04:43:29	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		39 , 08/02/2023	

Department ID :
Mobile No. : 9890193341

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयास नोंदणी करावयाच्या दस्तासाठी वापरू शकतो. नोंदणी न करावयाच्या दस्तासाठी सदर चलन वापरू नये.

नमुना - 8
9212 / 2023
26/68

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1		0507437348202223	08/02/2023-12:45:28	IGR377	3950950.00
			Total Defacement Amount		39,50,950.00

Print Date 08-02-2023 12:45:33

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२८/७१०

महाराष्ट्र शासन

सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी, नागपूर शहर

३रा माळा, ए-विंग, नविन प्रशासकीय इमारत क्र.-२, विभागीय आयुक्त कार्यालय परिसर,
सिव्हील लाईन्स, नागपूर-४४०००१.
दूरध्वनी क्रमांक :- (०७१२) २५३८७८० Mail I'd :- jdr.nagpurcity@igrmaharashtra.gov.in

जा.क्र./का. क्र.-७/अभिनिर्णय प्रकरण क्र.-२७/२०२३/ ६२२ /२०२३ दिनांक :- ०६/०२/२०२३.

अभिनिर्णय प्रकरण क्रमांक :- २७/२०२३

-: अभिनिर्णय :-

****

विषय :- महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ३१ खाली दस्तऐवज अभिनिर्णित [Adjudication] करणे बाबत.

संदर्भ :- आपला दिनांक ०१/०२/२०२३ रोजीचा अभिनिर्णय मिळण्याबाबतचा अर्ज.

आपण विषयांकीत अर्जासोबत दाखल दस्ताचे प्रारुप / निष्पादित केलेला दस्त, त्यासोबत दाखल केलेले पुरक कागदपत्रे व आपले म्हणणे यांचे आधारे या प्रकरणात खालील प्रमाणे अभिनिर्णय कळविण्यात येत आहे.

अभिनिर्णय :-

अभिनिर्णयाकरिता या कार्यालयाकडे दाखल केलेले कागदपत्रे, पुरावे व दस्ताचे प्रारुप / निष्पादित केलेला असल्यामुळे दस्तावर अभिनिर्णय खालील प्रमाणे कळविण्यात येत आहे.

सदरच्या संलेखातील मिळकत ही मौजा अजनी, तह. नागपूर शहर, जि. नागपूर, येथील वार्ड क्र. ७५, प. ह. नं. २, खसरा क्र. २६/१ व २६/२, शिट क्र. ८४/३४, न. भु. क्र. १५१, भूखंड क्र. ४ मधील वि स्वान्टीवॉक को.-ऑप. हाऊसिंग सोसायटी लि., नागपूर यातील ब्लॉक क्र.-टी ची एकूण आराजी ७४७.२५ चौ. मी. (८,०००.०० चौ. फू.) इतकी आहे.

सदर प्रकरणी दाखल दस्त हा पुर्नःविकसन करारनाम्याचा आहे. त्यातील मिळकतीचे योग्य मुल्यांकन करुन मिळणेबाबत अर्जदार यांनी विनंती केलेली आहे.

सदर प्रकरण या कार्यालयाचे सहाय्यक नगर रचनाकार यांचेकडे मुल्यांकनाकरिता पाठविण्यात आले. त्यानुसार सहाय्यक नगर रचनाकार यांनी दिनांक ०६/०२/२०२३ रोजी मुल्यांकन अहवाल सादर केलेला असून, सन २०२२-२३ चे वार्षिक मुल्य दर तक्त्यातील दर गृहीत धरुन अभिनिर्णय प्रकरण क्र. २७/२०२३ मध्ये नमुद स्थावर मिळकतीचे [अ] सोसायटीच्या सभासदांना मिळणाऱ्या मोबदल्याचे मुल्य (मुल्यांकन अहवालातील १७(ब)(१) ते (११) यांची बेरीज) चे मुल्य रुपये ४,५४,०१,२०९/- इतके व [ब] विकसनकर्त्याला मिळणाऱ्या हिश्याचे मुल्य (मुल्यांकन अहवालातील १७ ब) चे मुल्य रुपये ७,९०,१८,६७८/- इतके आणि [क] दस्तात नमुद असलेले मोबदला मुल्य रुपये ७,१३,१७,१७६/- इतके नमुद आहे. मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, महाराष्ट्र राज्य, पुणे यांचे परिपत्रक क्र. ३५१, दिनांक ३१/०३/२०१८ मध्ये उपरोक्त [अ], [ब] व [क] पैकी जास्तीचे येणारे मुल्य पुर्नःविकसन करारनामा संलेखाचे बाजारमुल्य समजून मुद्रांक शुल्क आकारण्यात यावे असे निर्देश असल्याने, [ब] विकसनकर्त्याला मिळणाऱ्या हिश्याचे मुल्य रुपये ७,९०,१८,६७८/- समजा रुपये ७,९०,१९,०००/- इतके निश्चित करण्यात येत आहे.

-२-

वरिल प्रमाणे स्थावर मालमत्तेचे निश्चित केलेले बाजारमुल्य रुपये ७,९०,१९,०००/- एवढ्या मुल्यावर महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे अनुच्छेद ५ (ग-अ) [वाचा-२५ (ब) (१)] मध्ये मोडत असल्याने त्यास ५% प्रमाणे रुपये ३९,५०,९५०/- इतके मुद्रांक शुल्क देय आहे. मुळ संलेखास रुपये निरंक चे मुद्रांक शुल्क दिलेले असल्याने आता अभिनिर्णयाकरिता दाखल संलेखास रुपये ३९,५०,९५०/- इतके मुद्रांक शुल्क देय आहे. सबब अभिनिर्णय देण्यात येत आहे.

१] उक्त प्रमाणे मुद्रांक शुल्क शासन जमा केल्यानंतरच सदरचा संलेख कलम ३२(१)(ब) खाली प्रमाणित करुन देण्या येईल.

२] सदर अभिनिर्णय देण्यात आलेल्या संलेखामध्ये कोणत्याही प्रकारचे फेरबदल / खडाखोड करता येणार नाही.

३] हा निर्णय महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ५३ (अ) खालील तरतुदीचे अधिन राहुन देण्यात येत आहे. या अभिनिर्णयानुसार आपले संलेखावर निश्चित केलेले **मुद्रांक शुल्क मान्य नसल्यास** आदेश मिळाल्याचे दिनांकापासून ६० दिवसांमध्ये विहित अपील फी शासन जमा करुन मा. मुख्य नियंत्रक महसुल प्राधिकारी, महाराष्ट्र राज्य, पुणे यांचेकडे महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ५३(१-अ) अन्वये आपणास अपिल दाखल करता येईल

४] महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम २८ मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क / मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी संलेखात पुर्ण पणे व खरेपणाने नमुद केलेल्या आहे असे अर्जदारांनी प्रतिज्ञापत्राद्वारे खाली करुन दिली आहे. कलम २८ चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम ६२ अन्वये शास्तीची कार्यवाही करणेचे अधिन राहुन आदेश देत आहे.

५] कलम २८ चे अनुपालन न केल्याचे भविष्यात निर्देशनास आल्यास महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ४६ व महाराष्ट्र जमिन महसुल संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क वसुल करणेचे अधिन राहुन आदेश देण्यात येत आहे.

उक्त रक्कमेचा भरणा ग्रासप्रणालीच्या https://gras.mahakosh.gov.in/echallan/frmIndes.php/ किंवा https://gras.mahakosh.gov.in/igr/ या संकेतस्थळावर जावून **NPJ1_JTDISTRICT REGI NAGPUR URBAN** या कार्यालयाचे नावे मुद्रांक शुल्काची रक्कम **००३००५१७०१** या संगणकीय लेखाशिर्षात करावा व त्याबाबतची ई-चलान या कार्यालयास सादर करावी.

[सं. आ. तरासे]
मुद्रांक जिल्हाधिकारी,
नागपूर शहर.

प्रति,
मे. जे. डी. बिल्डकॉन प्रा. लि., नागपूर.
कार्या. पत्ता- एम.-००७, सुप्रभात संकुल, बुटी ले-आऊट,
धरमपेठ एक्सटेंशन, नागपूर-४४००१०.

नगन-४
९२९२/२०२३
२८/०६

महाराष्ट्र शासन

मालमत्ता पत्रक

UUID: 88878360507

[महाराष्ट्र जमीन महसूल (सन, नगर व शहर भूमापन) नियम,१९६९ यातील नियम ७ नमुना "अ"]

गाव/पेठ : आमणी	तालुका/न.भू.का. : न.भू.क्र.३ नागपूर				जिल्हा : नागपूर
नगर भूमापन क्रमांक	मिट नंबर	पोटहिस्सा नंबर	क्षेत्र चौ.मी.	आकारणीचा दर	मालमत्ता धारण करणाऱ्या व्यक्तीचे किंवा संस्थेचे नाव व पत्ता किंवा हस्तांतरणाचे तपशील
११२			७६२.३०		२ सहस्र तसील महाराष्ट्र पी.आय.सह.पत्र

सुविधाधिकार :	
हक्काचा मुळ धारक :	११
वर्ष : २१७०	[शासकीय महाराष्ट्र महाराष्ट्रमध्ये खरेदी ६७७१२]
एडेदार :	
इतर धार :	
इतर शेरे :	

दिनांक	व्यवहार	खंड क्रमांक	नवीन धारकाचा, गहाणदाराचा किंवा भाग (हे)	शेरेबाबत
03/03/2005	खरेदीने ९,८७,५२०/- दि.२३/१२/८५ जमावे रु.१०,०००/- यावरे मु.क.२-४ क्षेत्र ७६२.०० चौ.मी. जागा अधिनियमीत धारकाकडून.		११ कविता को.ऑप.हौ.सो.नागपूर	दिनांक क्र. ३७५८ जमाने वही- 03/03/2005 न.भू.क्र.३,नागपूर
03/03/2005	खरेदीने ९,८७,५२०/- दि.२३/१२/८५ जमावे रु.१३,०००/- यावरे मु.क.५ यावरि ९ क्षेत्र ७६२.०० चौ.मी. जा कविताना प्लॉट नं.१८-१ क्षेत्र ८०० चौ.फुट व्हि. ५५ यात महिला भाग्यश्री कविता को.ऑ.सोसा. नागपूर.		११ कविता नागपूर व इतरांस अकरा विमुक्त दिले	दिनांक क्र. ३७५८ जमाने वही- 03/03/2005 न.भू.क्र.३,नागपूर
03/03/2005	खरेदीने ९,८७,५२०/- दि.२३/१२/८५ जमावे रु.१३,०००/- यावरे मु.क.५ यावरि ९ क्षेत्र ७६२.०० चौ.मी. जा कविताना प्लॉट नं.१८-१ क्षेत्र ८०० चौ.फुट व्हि. ५५ यात राजमाता अधिनियमीत संस्था नागपूर.		११ [मुळचा धारकाचा खरेदीचा रु.क्र.१७४७८ जमावे]	दिनांक क्र. ३७५८ जमाने वही- 03/03/2005 न.भू.क्र.३,नागपूर
29/03/2005	खरेदीने ९,८७,५२० दि.२३/१२/८५ जमावे रु.१०,०००/- यावरे मु.क.५ यावरि ९ क्षेत्र ७६२.०० चौ.मी. जागा यातुदेव महादेव महाराष्ट्रमध्ये यांचे नागपूर.		११ [अनिल नागपूरकर] [अकरा विमुक्त दिले ने.क्र.३५८८]	दिनांक क्र. ३५८८ जमाने वही- 29/03/2005 न.भू.क्र.३,नागपूर
29/03/2005	खरेदीने ९,८७,५२० दि.२३/१२/८५ जमावे रु.१३,०००/- यावरे मु.क.५ यावरि ९ क्षेत्र ७६२.०० चौ.मी. जा कविताना प्लॉट नं.१८-२ यात या महिला भाग्यश्री कविता. क्षेत्र ८०० चौ.फुट व्हि. ५५ यात अधिनियमीत संस्था नागपूर.		११ [नागपूर हाउसिंगसहकार फायनेंस	दिनांक क्र. ३५८८ जमाने वही- 29/03/2005 न.भू.क्र.३,नागपूर
29/03/2005	खरेदीने ९,८७,५२० दि.२३/१२/८५ जमावे रु.१०,०००/- यावरे मु.क.५ यावरि ९ क्षेत्र ७६२.०० चौ.मी. नागपूरचा यात राजमाता पहा.		११ [कविता को.ऑप.हौ.सो.नागपूर ने.क्र.३५८८]	दिनांक क्र. ३५८८ जमाने वही- 29/03/2005 न.भू.क्र.३,नागपूर
29/03/2005	खरेदीने ९,८७,५२० दि.२३/१२/८५ जमावे रु.१०,०००/- यावरे मु.क.५ यावरि ९ क्षेत्र ७६२.०० चौ.मी. जा कविताना प्लॉट नं.१८-१ क्षेत्र ८०० चौ.फुट व्हि. ५५ यात महिला भाग्यश्री अधिनियमीत संस्था नागपूर.		११ [कविता हाउसिंगसहकार फायनेंस	दिनांक क्र. ३५८८ जमाने वही- 29/03/2005 न.भू.क्र.३,नागपूर

नगन-४
9992/2023
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17/09/2005	खरेदीने श्री.दत्त पांडे दि.२३/९/८१ क्षेत्रफळ ९.३३,०००/- रुपये मुद्रांक क्रमांक ? सेल ८००० चौ.फुट पर बांधलेला जमीनीवर १,५/२ विभागलेला प्लॉट, क्षेत्र ८०० चौ.फुट प्र.नि. १५ सह दस्तावेजीकरण लेखक नागपुर.		मे [पंजीयक नोंदीकरण क्रमांक पी.ज.नं.१७०७० क्षेत्रफळ]	दिनांक क्र. क्षेत्रफळ क्षेत्रफळ सही- 17/09/2005 पी.जी.क्र.३, नागपुर
10/10/2006	खरेदीने श्री.दत्त.एन.पांडे दि.१८/३/८१ क्षेत्रफळ ३३,०००/- रुपये मुद्रांक ? क्रमांक ? दरम्यान ईसमतबीने तक्रार नगरपालिका दस्तिल प्लॉट क्रं-१ क्षेत्र ८,००० चौ.फी, जांबि पक्का क. दारात पांढरे कलुन खरेदीने प्लॉट.		मे श्री. विनय गणेश साबळकर	दिनांक क्र. प्लॉट क्षेत्रफळ सही- 10/10/2006 पी.जी.क्र.३, नागपुर
24/07/2014	खरेदीने श्री.दत्त.क्र.एन दि.२३/३/८१ क्षेत्रफळ रु.३३,०००/- रुपये पक्का क्र.८–२ पांढरा नकाश बांध क्षेत्र ८,८ चौ.फी क्र.दि दिनांक ४१ दारांचे नक्त विक्रयपत्र करीता श्री.जीवनदास जोशी नाग, खरेदी नकुल खरेदी केलाचार पावतीनी प्लॉट.		मे श्री. सुधीर केशवराव साळिक	दिनांक क्र. प्लॉट क्षेत्रफळ सही- 24/07/2014 पी.जी.क्र.३, नागपुर
30/09/2015	खरेदीने प्लॉटिकरण क्र.५१७८ दि.२८/७/२०१५ क्षेत्रफळ श्री पंजीकृत नोंदीकरण नागपुर दि.१७/१०/२०१५, दोनी पक्षकार खरेदीने स्वतंत्र पावतीने प्लॉट.		मे श्रीमती. सुलता गोंडकोटा वर्मा [श्री. राजकुमार गोंडकोटा वर्मा पी.ज.नं.१८१७१ क्षेत्रफळ] [श्री. निर्मुल गोंडिया वर्मा पी.ज.नं.१८१७२ क्षेत्रफळ]	दिनांक क्र. प्लॉट क्षेत्रफळ सही- 30/09/2015 पी.जी.क्र.३, नागपुर
23/12/2015	खरेदीने प्लॉटिकरण नोंदणी ९.७८८९ दि.१/१०/२०१५ क्षेत्रफळ श्री सुलता वसंतराव भांडेकर दि दि.८/१२/२०१५ रोजी नकाश प्रमाणपत्री दोनपक्षकार नकाशी प्लॉट दर्शवी.		मे श्रीमती. सिमा सुधाकरराव भांडेकर श्री. सुधाकर दिलीप नागुलवार	दिनांक क्र. प्लॉट क्षेत्रफळ सही- 23/12/2015 पी.जी.क्र.३, नागपुर
30/05/2019	हा करारनामा लेखन ९.८३ क्र.३७८ दि.१८/३/२०१९ क्षेत्रफळे नकाश पंजीकरण श्री खरेदी क्र.ज.८-२ पांढरा नकाश क्षेत्र ८८.०० चौ.मी पैकी खरेदी क्षेत्रफळ ४१ दिनांक दस्तावेज पुरावा दी. श्री खरेदी दस्तावेज पंजीकरणकरीने स्वतंत्र नकाशी प्लॉट खरेदी.		दस्तावेजीत नोंदणीकर्ता प्लॉट खरेदी	दिनांक क्र. प्लॉट क्षेत्रफळ सही- 30/05/2019 पी.जी.क्र.३, नागपुर
30/05/2019	हा करारनामा लेखन ९.८३ क्र.३७८ दि.१८/३/२०१९ क्षेत्रफळे निर्मुल गोंडिया वर्मा खरेदी क्र.ज.८-२ पांढरा नकाश क्षेत्र ८८.०० चौ.मी पैकी खरेदी क्षेत्रफळ अविभाजित हिस्सा दस्तावेज ४२ दिनांक पुरावा दी. श्री खरेदी दस्तावेज पंजीकरणकरी स्वतंत्र नकाशी प्लॉट खरेदी.		दस्तावेजीत नोंदणीकर्ता प्लॉट खरेदी	दिनांक क्र. प्लॉट क्षेत्रफळ सही- 30/05/2019 पी.जी.क्र.३, नागपुर

ई सिक्का पंजीका दिनांक **30/04/2023 06:04:39 PM** पंजी). डिजिटल नकाशी मेळी असल्यामुळे सक्षम प्रमाणपत्री सही शिक्काची आवश्यकता नाही.

सिक्का पंजीका वाटप नंबर दिनांक **05/05/2023 12:55:54 PM**

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J.D. Building (Laxmi Nagar)

-: महाराष्ट्र शासन :-
उपनिबंधक सहकारी संस्था नागपूर शहर-1 यांचे कार्यालय

32-ए, तिसरा माळा, प्रगती कॉलनी छत्रपती चौक वर्धा रोड,नागपूर-15,
जा.क.उपनिश-1/विलमन/विभाजन/आदेश/ 32-40 /2022 दि. 6/06/2022

महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम 18 व नियम 17 अन्वये संस्था विभाजनाचा मसुदा आदेश

संदर्भ :-1)कांचन को-ऑप हाउसींग सोसा. लि.नागपूर र.न.770 च्या कांचनत्रिष्णा अपार्टमेन्ट मधील सभासदांचा अर्ज दि.29/04/22
2)या कार्यालयाचे पत्र जा.क.2554/2022 दि.04/05/22
3)सचिव कांचन को-ऑप हाउसींग सोसा. लि. नागपूर यांचे पत्र जा.क. 5318/22 दि.30/05/2022

ज्याअर्थी, कांचन को-ऑप हाउसींग सोसा. लि. नागपूर र.न.770 प्लॉट न. 8-अ फार्मलॅंड रामदासपेठ, नागपूर ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम 9 अन्वये नोंदणीकृत संस्था असुन ती या कार्यालयाचे अधिकार क्षेत्रात येते. सदर संस्थेचा नोंदणी क्रमांक एनजीपी/सीटिवाय-1/ एच.एस.जी. /770/1972 दि 25/09/72 असा आहे.

ज्याअर्थी,सदर संस्थेला महाराष्ट्र सहकारी संस्था अधिनियम 1960 व नियम 1961,संस्थेची मंजुर उपविधी तसेच शासन व मा.सहकार आयुक्त व निबंधक म.रा. पूणे यांनी वेळोवेळी निर्गमीत केलेल्या आदेश परिपत्रके तसेच दिलेल्या मार्गदर्शक सुचनानुसार कामकाज करणे बंधनकारक आहे.

ज्याअर्थी, कांचन को-ऑप हाउसींग सोसा. लि. नागपूर र.न.770 च्या कांचनत्रिष्णा सदनिकेत राहणा-या गाळेधारक सभासदांनी सहमतीने उपरोक्त संदर्भ क्र.1 अन्वये या कार्यालयास अर्ज सादर करुन संस्थेच्या विभाजनाबाबत व त्यांना वेगळी संस्था करुन देणेबाबत प्रस्ताव सादर केलेला आहे व सदर अर्जाबरुन त्यांनी प्रस्तावाचे समर्थनार्थ खालील कारणे नमुद केलेली आहे.

1)संस्थेच्या महानगर पालीकेच्या हद्दीत जवळपास तेवीस सदनिका असुन कांचनचन ही सदनिका नागपूर महानगरपालीकेच्याच हद्दीत बांधण्यात आलेली आहे.

2)सदर गैरअर्जदार संस्थेची कांचन त्रिष्णा अपार्टमेन्ट 35 वर्षापूर्वी बांधलेली असुन तेथील सभासदांना ताबापत्रे व भाग प्रमाणपत्रे दिलेली आहेत.

3) प्रत्येक सभासदांनी त्यांच्या त्यांच्या सदनिकांचे सरकारी दप्तरात नोंदणी केलेली आहे, त्याचप्रमाणे सभासद त्यांचे त्यांचे कर नागपूर महानगरपालीका येथे वेळोवेळी भरणा करीत असतात.

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4) मागील 35 वर्षापासुन सदर कांचन त्रिष्णा अपार्टमेन्ट येथील सदनिकांचा देखभाल खर्च, पाण्याचे बील,वीज बील तसेच इतर खर्च हे सदनिकांचे गाळेधारक करीत असतात त्यामुळे मुळ संस्थेवर वरील बाबीचा कुठलाही भुर्दड होत नाही.

5)आजमितीस कांचन त्रिष्णा ही ईमारत जीर्ण अवस्थेत आहे.या ईमारतीचे बांधकाम मोडकळीस आलेले असुन सद्यस्थितीत विचाराचे दृष्टीने ही ईमारत धोकादायक आहे. आणि त्यामुळे जीवीत व वित्तीय हानी होण्याची शक्यता आहे. असे असल्यामुळे संस्थेच्या ईमारतीचा पुर्नविकास करण्यास सभासद ईच्छुक आहेत.

6)मुळ संस्थेच्या एकुण 23 सदनिका असुन त्या अपार्टमेन्टमधील प्रत्येक ईमारतीचे नियोजन व व्यवस्थापन मुळ संस्था योग्य रितीने करु शकत नाही.

7) मुळ संस्था आर्थिकदृष्टया सक्षम नसल्यामुळे संभाविक रिंवा होणा-या बोयप्याचे वेळी आर्थिक मदत करण्यास असमर्थ आहे.

8) कांचन त्रिष्णा ही ईमारत जुनी झालेली असुन तीची देखभाल/दुरुस्ती तेथे राहत असलेले सभासदच करीत असतात त्यामुळे पारीजात ईमारतीचा मुळ संस्थेशी कसलाही संबंध येत नाही. तसेच मुळ संस्थेला पारीजात ईमारतीचा देखभाल व दुरुस्तीचा कुठलाही आर्थिक भुर्दड होत नाही.

9)ईमारतीचे पुर्नविकास करणेकामी पुर्तता करण्यास इतर ईमारतीचे/सदनिकांचे सभासद उदासीन असल्यामुळे ते अशक्य आहे.त्याचप्रमाणे संस्थेच्या प्रत्येक सदनिकांचे व्यवस्थापन देखभाल बिल जोडणी पाणीपुरवठा हे त्या त्या सदनिकामधील सभासद वर्गणी जमा करुन करीत असतात त्यामुळे इतर कुठल्याही अपार्टमेन्टशी संबंध नसतो.

10)संस्थेचा विस्तार मोठा असल्याचे ईमारतीच्या देखरेखीबाबत तसेच दुरुस्ती करण्याबाबत संस्थेची सबळ उपाययोजना करण्याची स्थिती नाही.

11)ईमारतीचा पुर्नविकास करणेकामी पुर्तता करण्यास इतर ईमारतीचे/सदनिकांचे सभासद उदासीन असल्यामुळे ते अशक्य आहे.

12)त्याचप्रमाणे संस्थेच्या प्रत्येक सदनिकांचे व्यवस्थापन, देखभाल,बिज जोडणी पाणी पुरवठा हे त्या त्या सदनिकामधील सभासद वर्गणी जमा करुन करत असतात त्यामुळे इतर कुठल्याही अपार्टमेन्टशी संबंध नसतो.

ज्याअर्थी, उपरोक्त कारणावरुन प्रस्तुत अर्जादारे विद्यमान परिस्थितीचा जोखिमेने विचार करुन त्याची दखल घेवून, महाराष्ट्र सहकारी संस्था कायदयातील तरतुदीनुसार कांचन गृहनिर्माण सहकारी संस्था मर्या. नागपूर र.न.770 या संस्थेचे विभाजन करावे व कांचनत्रिष्णा या ईमारतीचे सर्व गाळेधारक सभासदांची वेगळी संस्था करुन दयावी जेणेकरुनया नवीन संस्थेचे योग्य नियोजन, व्यवस्थापन व गरज पडल्यास पुर्नविकास करणे साईस्कर ठरेल अशी विनंती संयुक्तरित्या करण्यात आलेली आहे.

ज्याअर्थी, कांचनत्रिष्णा सदनिकेत वास्तव्य करणा-या गाळेधारक सभासदांनी संस्था विभाजन संबंधीच्या प्रस्तावासोबत पुराव्या दाखल आवश्यक कागदपत्रे जोडलेली आहे. आणि उपरोक्त कारणावरुन प्रस्तुत अर्जादारे विद्यमान परिस्थितीचा जोखीमेने विचार करुन त्याची दखल घेवून महाराष्ट्र सहकारी संस्था अधिनियमातील तरतुदीनुसार

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कांचन को-ऑप हाउसींग सोसा. लि. नागपूर र.न.770 या संस्थेचे विभाजन करावे व कांचनबन या ईमारतीच्या सर्व गाळेधारक सभासदांची वेगळी संस्था करून द्यावी, जेणेकरून या नवीन संस्थेचे योग्य नियोजन, व्यवस्थापन व गरज पडल्यास पुनर्विकास करणे सोईस्कर ठरेल अशी संयुक्तरित्या विनंती करण्यात आलेली आहे.

ज्याअर्थी वरील प्रकरणी विभाजन बाबतचा प्रस्ताव कांचनत्रिष्णा ईमारतीत राहणा-या सर्व गाळेधारक सभासदाकडून प्राप्त झाला असुन त्यांचे हितार्थ कांचन को-ऑप हाउसींग सोसा. लि. नागपूर र.न.770 ची महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम कलम 18 अंतर्गतच्या तरतुदीप्रमाणे विभाजन आदेशीत करून वर नमुद ईमारतीच्या सभासदाकरीता नवीन संस्था पंजीबध्द करण्ये गरजेचे आहे असे वाटल्यावरुन, सर्व दृष्टीने सर्व संबंधीताचे म्हणणे ऐकुण घेणेकरिता या कार्यालयात दि.20/05/22 रोजी सुनावणी निश्चित करण्यात आली. सदर सुनावणीस मुळ संस्थेतर्फे व कांचनत्रिष्णा अपार्टमेन्ट तर्फे कुणीही उपस्थित झाले नाही. परंतु दि. 30/05/22 चे पत्राच्याये मुळ संस्थेनी विभाजनाकरिता संस्थेची काही हरकत नसल्याबाबत नाहरकत प्रमाणपत्र सादर केले.

ज्याअर्थी, उपरोक्त प्रमाणे नमुद पत्रव्यवहार व मुळ संस्थेनी कांचनत्रिष्णा या ईमारतीकरिता त्यांची काहीही हरकत नसल्याबाबतचे सादर केलेले नाहरकत प्रमाणपत्र याची समीक्षा करून त्यावर साराासार विचार करून सुनावणी दरम्यान संस्थेचे विभाजन करून वेगळी संस्था स्थापन करणेकरिता खात्री करण्यात आलेली आहे.

त्याअर्थी कांचन को-ऑप हाउसींग सोसा. लि. नागपूर र.न.770 या संस्थेचे कायदेशीर विभाजन करून प्रस्तावाप्रमाणे नवीन संस्था पंजीबध्द करण्यास याजवी करणे आहेत अशा माझी खात्री झाल्यावरुन मी खालीलप्रमाणे मसुदा आदेश पारीत करीत आहे.

-: मसुदा आदेश :-

महाराष्ट्र सहकारी संस्था अधिनियम 1960 चे कलम 17(1) सहेब महाराष्ट्र सहकारी संस्था नियम 1961 चे नियम 12 नवील तरतुदीनुसार तसेच महाराष्ट्र शासन, सहकार व उद्योगीक विभाग, मंत्रालय, मुंबई यांचेकडील अधिसुचना क्रमांक अप्रदा 0519/प्र.क.59/13-स दि.24/11/21,अन्वये प्रदत्त अधिकाराचा वापर करून मी राजेन्द्र वैसडीकर, उपनिबंधक, सहकारी संस्था, नागपूर शहर-1 याव्दारे कांचन को-ऑप हाउसींग सोसा. लि. नागपूर र.न.770या संस्थेचे विभाजन करून या संस्थेच्या कांचन त्रिष्णा ईमारतीत राहणा-या सभासदासाठी नवीन गृहनिर्माण सहकारी संस्था पंजीबध्द करण्याचे योजिले आहे. या विभाजनाच्या नियोजनाचे प्रारूप खेणेप्रमाणे आहे.

1) विभाजनामुळे कांचन को-ऑप हाउसींग सोसा. लि. नागपूर र.न.770या संस्थेच्या आर्थिक परिस्थितीवर काहीच प्रभाव पडणार नाही. मुळ संस्थेचे अस्तित्व पूर्वीप्रमाणेच राहील तसेच संस्थेचे संचालक मंडळ सुध्दा त्यी विहील, मुदत संपूष्टात येईपर्यंत तेच राहील.

2)विभाजनाचे अंतीम आदेश पारीत झाल्यानंतर नवीन वेगळी संस्था पंजीकृत करून नोंदणीचे प्रमाणपत्र व आदर्श सुधारीत उपविधी निर्गमीत करून देण्यात येईल.

3)संपत्ती हस्तांतरण अधिनियम 1982 व भारतीय नोंदणी अधिकायत 1908 मध्ये नमुद केले असले तरीही मुळ संस्थेचे विभाजन करून नवीन संस्थेची नोंदणी केल्यामुळे संस्थेची मत्ता व दायीत्वे नवीन संस्थेच्या नावे होण्याबाबत पुरेसे अधिहस्तांतरणपत्र असेल.

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