

(अलॉटमेंट लेटर)

जाक्र./अ.म.न.पा./बाजार/ 321 105
अकोला महानगरपालिका, अकोला.
दिनांक :- 25/6/05

आदेश.

अकोला महानगरपालिका, अकोला शिट नं. 56, नझुल प्लॉट नं. 1 दक्षता नगर, सिंधी कॅम्प रोड समोरील जागेवर व्यापारी संकुल व अधिकारी निवासी गाळे उभारण्याचे कंत्राट महानगरपालिका अकोलाने श्रीकृपा डेव्हलपर्स रा. खामगांव यांना दिले होते. त्यांनी बांधलेल्या व्यापारी संकुलाला दक्षता नगर व्यापारी संकुल असे नांव देण्यात आले आहे. सदर बांधलेल्या व्यापारी संकुलामध्ये तळमजला व पहिल्या माळ्यावर एकंदरीत 54 (चौपन) दुकाने व दुसऱ्या माळ्यावर 18 (अठरा) ऑफीसचे गाळे असून या संपूर्ण व्यापारी संकुलाची मालकी अकोला महानगरपालिकेची आहे.

सदरील व्यापारी संकुल उभारते वेळी विकासक श्रीकृपा डेव्हलपर्स रा. खामगांव व अकोला महानगरपालिका अकोला यांच्यात झालेल्या दिनांक 18/08/2003 च्या करारानुसार विकासकाने शिफारस केलेल्या व्यापाऱ्यांना महानगरपालिका अकोलाने आवश्यक ते परवाना शुल्क आकारून निश्चित अटी व शर्तीवर सदरील दुकाने निश्चित कालावधीकरीता वापरावयास द्यावयाचे ठरले आहे.

विकासक श्रीकृपा डेव्हलपर्स रा. खामगांव अकोला यांनी केलेल्या शिफारसीनुसार श्री. प्रमोद आर जै सदरील व्यापारी संकुलातील दुकान क्र. 513 / तळमजला आपण महानगरपालिकेशी केलेल्या करारनाम्यानुसार त्यात नमुद केलेल्या अटी व शर्तीवर भाडेपट्ट्यावर देण्यात येत आहे. करारनाम्यातील शर्ती व अटी आपणांस बंधनकारक राहिल. या अटीवर मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 चे कलम 79 व त्याचे पोट कलम अन्वये भाडे पट्ट्याने संबंधीत गाळा करारनाम्यात नमुद केलेल्या मुदतीकरीता आपणांस देत आहे.

संबंधीत करारनाम्याची मुदत संपल्यावर आपला परवाना नुतनीकरण करून घेण्याची जबाबदारी आपणांवर राहिल.



12w उप-आयुक्त (प्र)
अकोला महानगरपालिका, अकोला.

PR Jan
25/6/05



shrikrupa developer's 8

"Samrudhi", Natraj Garden Road, KHAMGAON - 444 303

(T) : (O) 252204, (R) 252336, 252348

Mobile - 9422017622, 9422181111

Date : 13/07/2008

- नाहकरत प्रमाणपत्र -

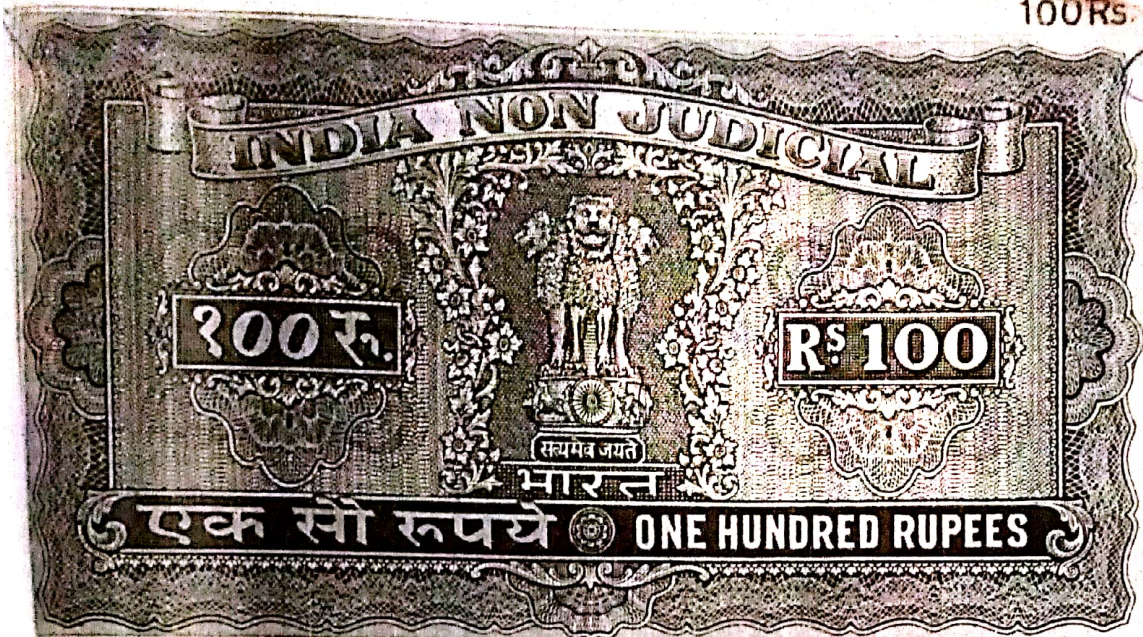
प्रति,
मा आयुक्त,
महानगर पालिका,
अकोला.

विषय - व्यापारी संकुल दक्षता नगर दुकान नं. C.F. S-13 माळा नं. S-13
श्री व. सी. प्रमोद आर. जैन
यांचे नावे करणेबाबत.

महोदय,

प्रशासन महानगर पालिका अकोला यांचेशी झालेल्या दिनांक १८ ऑगस्ट २००३ रोजी झालेल्या करारनाम्यानुसार मला सदर व्यापारी संकुलाच्या बांधकामानंतर त्यातील गाळ मिळाल्याची व्यक्ती आणि व्यापाऱ्यांना करारनाम्यातील अटी नुसार मंजूर करण्याचा अधिकार प्राप्त झालेला आहेत. त्या नुसार मी श्री व. सी. प्रमोद आर. जैन यांचे नावे सदर व्यापारी संकुलातील गाळा व / दुकान क्र. S-13 माळा क्र. Grand Floor यांचे नावे करण्याचा मी शिफारस करीत आहे. तरी विनंती की, संबंधित गाळ्याचा करारनामा करण्यात येवून त्यांना अलॉटमेंट देण्याची कृपा करावी ही विनंती.

Shrikrupa Developer's
श्रीकृपा डेव्हलपर्स
तर्फे भागीदार नरेंद्र सुरजमल संकलित
खामगांव



मुद्रांक प्रत्येक
12 DEC 2004

92660
धनमय

प्रेमर, सनगाव-जेन-अकोला
नं. सनगाव-जेन

अपेक्षित
मुद्रांक प्रिंटर, अकोला
प.क्र. ९/९८

प्रेमर, सनगाव-जेन-अकोला

AGREEMENT

Party No.1 : **SHRIKRUPA DEVELOPERS**
PARTNERSHIP Firm through its Partners.
1. Shri Narendera Surajmal Sankalecha,
Aged about 52 years. Occ: Business
2. Shri.Sunil Shriram Hatekar,
Aged about 39 years. Occ: Business
Having its office at Khamgaon, Tq.Khamgaon, Dist. Buldhana

(Hereinafter referred as "Developer" which reference unless repugnant to its context shall include their heirs, assignors, successors and executors etc. of one part.)

Party No. 2 : **Shri. Pramod R. Jain**
Age 29 Years, Occ: Business
Shrawagi Plot, Akola

(Hereinafter referred as "Occupant" which reference unless repugnant to its context shall include their heirs, assignors, successors and executors etc. of the other part.)

Whereas the Developer under the Agreement dated 18/8/2003 with Akola Municipal Corporation represented by the "Commissioner", Akola Municipal Corporation, Akola are entitled to develop the Property situated at Tq. Akola & Dist. Akola bearing Nazul Sheet No.56, Nazul Plot No. 1 in the area popularly known as **DAKSHTA NAGAR**, Near Sindhi Camp Square, Akola. Whereas under the said Agreement the Developer is entitled to construct Commercial Complex Building consisting of Shops on Ground Floor, Chambers/ Offices on First & Second Floor and a separate G+2 storied Residential Quarters Building for Akola Municipal Corporation.

Pramod R. Jain

For Shrikrupa Developers
Partners

--2--

And Whereas Party No. 1 has deposited an amount of premium which became payable as per agreement And Whereas the Construction work on the spot already commenced by the Developer and is at advance stage of construction. And Whereas in terms of agreement between Party No. 1 and Akola Municipal Corporation, the "Commissioner". Akola Municipal Corporation, Akola will have to grant license to use and enjoy the possession and carry on the activity in respect of shops/offices in the building of shopping complex as per the use permissible under Development Control Rules on the above plot in favour of persons nominated or recommended by Party No. 1 in lieu of premium paid to the Akola Municipal Corporation for a period of 60 (30+30) years extendable up to 90 years from time to time as per agreement And Whereas the sanctioned Map of the said construction is pursued by the Occupant And the Occupant approached to the Developer with a request to purchase the rights of license for occupation of a shop/chamber being Shop/Chamber No. S-13 situated on Ground floor surrounded from:

East: State Highway to Mangulpur West: Open Nazul Land
North: Shop No. S-14 South: Shop No. S-12

Measuring: East-West: 21' fts (6.40 mtrs.)
North-South: 10' fts (3.05 mtrs.)
Total Area 210' sqfts (19.55 sqmts) being carpet area.

AND WHEREAS the Party No. 1 agreed to nominate the name of the Party No. 2 and Whereas it is necessary to reduce in to writing the terms and conditions of the agreement between the parties this agreement is executed.

Now this agreement witnesses and confirms as under:

1. That the Developer agreed to hand over possession of the premises subject matter of this agreement to occupant at a consideration of Rs. 300,000/- (In words: Rs. Three lakhs only)
2. This amount of consideration is paid/ payable as under
 - a) Amount Paid:
 - i) Rs. 100,000/- by Cheque No. Cash of Bank, Akola Dt. 28/1/04
 - ii) Rs. 100,000/- by Cash Dt - 26/4/04
 - iii) Rs. 100,000/- by Cash Dt - 3/12/04
 - b) Balance Amount of Rs. 100,000/- Payable up to
3. That this condition of payment of the amount of consideration on their respective dated is the essence of contract and it is an important condition of this agreement. The occupant shall not be entitled to extension of payment on their respective dates on any ground. In case of default in payment of any of the installment payable as per this agreement, this agreement shall stand cancelled automatically, without any requirement of notice. In case of cancellation of this agreement, the amount already paid by the occupant shall stand forfeited. The occupant shall not be entitled to make any claim either of refund of amount or for getting possession of shop subject matter of this agreement and if possession is in advance, will be delivered back to Party no. 1 forthwith.
4. That the occupant has verified the legal rights of the Developer to construct the Shop/Chambers/offices and hand over the same to the occupant with includes the agreement executed by the Akola Municipal Corporation in favour of the Developer. The occupant hereby agrees that in case of any contingency which is unforeseen or due to any legal hurdle there is no possibility of handing over possession by the Developer to occupant, in that case the occupant shall not be entitle to claim any damages.
5. That without prejudice to the terms and conditions referred above in case of delay in payment of installment the Developer shall be entitled to charge interest on the amount become due @ Rs. 1 per thousand per day However it is made clear that because of this condition the occupant cannot claim extension of period of any the installment.

For Signature

Ramendra R. Jain

S. K. S. S. S.

N. S. S. S.

C. N. S. S. S.

Partner

-3-

6. The occupant is aware that on getting possession from the Developer, the occupant shall entitled to a long term License Period of 60 years (30+30) extendable up 90 year from A.M.C. Akola and the A.M.C. Akola shall at the instance of Developer execute necessary legal document. The occupant is also aware that the said License Fee will be at the rate of Rs. ~~2.50~~ per sq.ft. Per month and the said License Fee rate is revisable by an increment of 10 % after every 5 years.
7. In case of any modification, amendment or alternation in the construction map and because of that there is any alternation in the size, height or structure of the shop and chamber, the occupant shall be entitled only to the altered construction, on this count the occupant shall not be entitled to claim any damages or compensation from the Developers.
8. This agreement is subject to the terms and conditions of the agreement between the developer and A.M.C. Akola
9. At the time of taking up possession/ allotment of the said Shop/Chamber by the Occupant from the Developer, the occupant shall not have any objection with regards to quality of Construction work.
10. That the electricity connection will be taken by the occupant at his own expenses.
11. In case of demand made by MSEB of an extra money for installation of a transformer of or any other count the occupant shall be liable to share the said liability along with other occupants of the shops in market constructed by the developer.
12. That the occupant has to pay apart from the amount of consideration, an amount of Rs.10000/- OR Rs.50/- per sq.ft. which ever is higher. This amount shall be kept by the developer in any bank as per their choice and interest accrued on the said deposit will be spent for the maintenance of the complex. If more sum is required for the purpose of Maintenance of the Building then the balance amount shall be payable by the Occupant in proportion as per the Carpet area of Shop/Chamber in his possession. In any contingency this amount will not be refundable to the occupant.
13. After fulfilling all the above terms and conditions, the Occupant shall obtain the Allotment Letter from the Developer and shall enter in to License Deed with Akola Municipal Corporation at the instance of Developer or A.M.C. The necessary charges for Stamp Duty and other charges & Municipal Taxes as applicable for proper execution of this License deed will be borne by the Occupant.

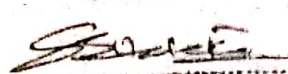
Having agreed to the terms and condition of this agreement both parties has put their signatures in presence of witnesses.

Akola:

Date: 16/12/04

Witnesses

For Shrikripa



Developer (Party No.1)

Partners



Occupant / Licensee
(Party No.2)

(N.S. Santhi)