

अकोला महानगरपालिका, अकोला

(कार्यालयीन टिप्पणी)

दिनांक

२९/११/०६

कार्यालयीन नाव:- वातावर विभाग

विषय:- कागदीपरा, गौतमबुध मार्ग, अशोक नगर मधील म.न.पा व्यापारी संकुलातील दुकानदाराकडून करारनामा करणे व अलॉटमेंट लेटर देण्याबाबत.

महोदय,

अकोला महानगरपालिका हद्दीतील नड्डाल प्लॉट क्र. के ४२ शिट क्र. ३४ वी येथील कागदीपरा गौतमबुध मार्ग, अशोक नगर भागात व्यापारी संकुल उभारण्याचे कंत्राट महानगरपालिका अकोलाने श्री. सैय्यद जहूर सैय्यद रियाज रा. यांना देण्यास काला दिले होते. त्यांनी बांधलेल्या व्यापारी संकुलामध्ये १६ दुकाने असून या संपूर्ण व्यापारी संकुलाची मालकी त्यांच्या नावावर लिहिलेली आहे.

सदरील व्यापारी संकुल उभारते वेळी विकासक श्री. सैय्यद जहूर सैय्यद रियाज रा. अकोला आणि महानगरपालिका अकोला यांच्यात झालेल्या करारानुसार विकासकाने शिफारस केलेल्या व्यापा-यांना महानगरपालिका अकोलाने आवश्यक ते परवाना शुल्क आकारून निश्चित अटी व शर्तीवर सदरील दुकाने निश्चित कालावधी करीता वापरावयास देण्याचे ठरले आहे.

विकासक श्री. सैय्यद जहूर सैय्यद रियाज रा. अकोला यांनी केलेल्या शिफारसी नुसार श्री. ~~रायद रामदास शिंदे~~ ला सदरील व्यापारी संकुलातील तळमजल्यावरील गाळा क्र. १ वापरण्याचा परवाना सोबत जोडलेल्या करारनाम्यातील शर्ती व अटीवर मंजूरी देण्यास हरकत नाही. सोबत अर्जदाराचा अर्ज विकासकाने दिलेले ना हरकत प्रमाणपत्र व करारनाम्यांची प्रत सोबत जोडली आहे.

करारनाम्यातील अटीनुसार करारनामा केल्यानंतर अलॉटमेंट देण्यास मंजूरी द्यावी ही विनंती.

आदेशार्थ सविनय सादर.

वसुली लिपीक

अकोला महानगरपालिका, अकोला

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महोदय,

मी मनपा सोबत ३० वर्षांचा करारनामा करण्यास तयार आहे. तरी करारनामा करून आवंटन पत्र देण्याची कृपा करावी तसेच मनपाचे दुकान भाडे सुध्दा भरण्यास मी तयार आहे. सोबत विकासकाचे ना हरकत प्रमाणपत्र व विकासकासोबत करण्यात आलेला करारनामाची छायांकित प्रत सोबत जोडली आहे.

Dr. Zeleke

आपला नम्र

Revenue

(246 x 146/1000)

प्राप्त
१५/११/२०१८

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मा. आयुक्त
महानगरपालिका, अकोला

विषय :- श.स.स. यांना कादरीपुरा येथील दुकान क्र. १ देणे
बाबत.

महोदय,

आपणास कळविण्यात येते की, कादरी पुरा येथील दुकान क्र. १. नामे श.स.स.

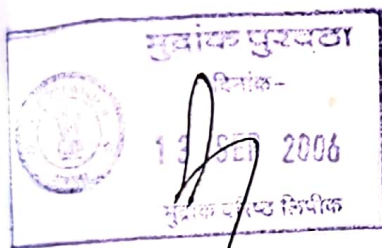
श.स.स. यांना दिलेली आहे. करिता आपल्या माहितीस्तव सादर.

आपला

Sh. S. S.
(सै. जहुर सै. रियाज)
ठेकेदार बि.ओ.टी



महाराष्ट्र MAHARASHTRA सय्यद जहूर सय्यद रियाज अकोला W 663355



५०२
२९/१२/०६

व. बी. शिंदेवाले

मुद्रांक विक्रेता
लायक क्र. ३३



AGREEMENT

This agreement made at Akola . 28/9/06 at Akola.

Between

Party No. 1 Developer

:- Sayeed Zahoor Sayeed Riyaz
R/o Akola Tq. & Disstt. Akola.
(Hereinafter referred as " Developer" which reference unless repugnant to its context or meaning shall include their heirs assignors, successors executors, etc. of one part.)

And

Party No. 2 Owners :-

Shri Sharad Ramdesh Banshod
Age. 48 yrs. Occ. Bigness
R/o BhoiPura Ashok Nagar Akola

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

Whereas the Developer under the agreement dated 15th January 2001 with Municipal Council, Akola are entitled to develop a property situated at Akola Tq. & Distt. Akola within Municipal limits of Akola out of Nazul Sheet No. 34 Nazul Plot No. K 42 in the area Kagdipura Gauthambuddha Road, Ashok Nagar. Whereas under the said agreement the Developer is entitled to construct a building Consisting of shops on ground floor. AND WHEREAS the sanctioned map of the said construction is perused by the occupant AND the occupant is interested in purchasing rights of one shop out of the above-referred construction.

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AND WHEREAS the Developer has agreed to sell those rights to the occupants *And* WHEREAS it is necessary to reduce into writing the terms and the conditions of the said agreement present agreement is executed.

Occupant has agreed to purchase on shop on Ground Floor bearing No 01 Surrounded from:-

East - Mpl. Land West - Road

North - Shop No. 2 South - Service Lane

Measuring - East-West - 10 fts. (. mtrs)

North South - 09 fts. (. mtrs)

Total area - 90.00 Sq Ft

1. That the Developer agreed to hand over possession of the premises subject matter of this agreement to occupant at a consideration of Rs. (in Words)
2. This amount of consideration is pay payable as under:
Rs.
Rs.
Rs.
3. That this condition of payment of the amount of consideration on their respective dated is the essence of contract and it is a important condition of this agreement. The occupant shall not be entitled to extend payment of their respective dated 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 for refund of amount or for getting possession of shop subject matter of this agreement.
4. That the occupant has verified the legal rights of the Developer to construct the shop and hand over the same to the occupant which includes the agreement executed by the Municipal Council, Akola 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 entitled to claim any damages or compensation from the Developer.
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 became due @ 24 % p.a. However, it is made clear that because of this condition the occupant cannot claim extension of period of any the instalment.
6. The occupant is aware that on getting possession from the Developer the occupant shall entitled to a long term lease of 30 yrs. from M.C. Akola and the M.C. Akola shall at the instance of Developer shall execute necessary legal documents. The occupant is also aware that the said lease will be at the rate of Rs. 2.00/- per sq.ft. per month and the said rate is revisable by 10% after every 5 yrs.
7. In case of any modification, amendment or alteration in the construction map and because of that there is any alteration 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 agreement between the Developer and M.C. Akola.
9. That the electricity connection will be taken be the occupant at his own expenses.
10. In case of demand made by MSEB of an extra money for installation of transformer of on 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.

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11. That the occupant has to pay apart from the amount of consideration an amount of Rs. 10,000/- or Rs.50/- per sq ft. whichever is higher. This amount shall be kept by the developer in any bank as their choice and interest accrued on the said deposit will be spent for the maintenance of the complex. In any contingency this amount will not be refundable to the occupant

This agreement is subject to terms and conditions of the agreement between M.C. Akola and Developer.

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

Akola :-

Date :-

Witnesses

1. Chandra

2. Amu

Signatures

Party No. 1 Sd. Jai Singh

Party No. 2 Amu