

Page 1 of 1

2/8332

पावती

Original/Duplicate

Wednesday, November 08, 2017

नोंदणी क्रं. :39म

4:47 PM

Regn.:39M

पावती क्रं.: 8717

दिनांक: 08/11/2017

गावाचे नाव: कोंढवा बुद्रुक

दस्तऐवजाचा अनुक्रमांक: हवल2-8332-2017 .

दस्तऐवजाचा प्रकार: 65-चुक दुरुस्ती पत्र

सादर करणाऱ्याचे नाव: दि पुना गुजराथी केळवणी मंडळ तर्फे चेअरमन किरीट रमणलाल शहा - -

्नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

पृष्ठांची संख्या: 29

₹. 580.00

आपणास मूळ दस्त , यंबनेल प्रिंट, सूची- २ 4:54 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.0.0 /-मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006994782201718E दिनांक: 08/11/2017 बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 580/-



08/11/2017

सूची क्र.2

दुय्यम निवंधक : सह दुःनि. हवेली 2

दस्त क्रमांक: 8332/2017

TWENTY RUP

नोदंणी: Regn:63m

गावाचे नाव: 1) कोंढवा ब्द्रक

(1)विलेखाचा प्रकार

65-चुक दुरुस्ती पत्र

7441 चौ.मीटरंः

0.0

(2)मोबदला

(3) वाजारभाव(भाडेपटटयाच्या वावतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

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

1) पालिकेचे नाव:पुणे म.न.पा. इतर वर्णन :, इतर माहिती: , इतर माहिती: पुणे येथील गाव कोंढवा बुद्दक येथील नवीन सर्व्हे नं.63 चा हिस्सा नं.2(जुना सर्व्हे नं.99 चा हिस्सा नं.2)यासी क्षेत्र हेंक्टर 02.40 आर पैकी लेआऊट मधील उत्तरेकडील प्लॉट नं.1 यासी क्षेत्र 7441 चौ.मी. या मिळकतीचे हवेली नं.2 मध्ये सिरीयल नं.7811/2017 अन्वये नोंदण्यात आलेल्या सेल डीड ला चूकदुरुस्ती( ( Survey Number : 63 ; HISSA NUMBER : 2 ; ) )

(5) क्षेत्रफळ

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयांचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व

1): नावः श्री पुना गुजराथी बंधू समाज तर्फे प्रेसिडेंट नितीनभाई रावजीभाई देसाई यांचे तर्फे व व्हाईस प्रेसिडेंट भरत केशवलाल शहा सांचे तर्फे कु.सु. स्हणूत दि पुना गुजराथी केळवणी मंडळ तर्फे चेअरमत किरीट रमणलाल शहा - वयः 73 पत्ताः - , वुधवार पेठ पुणे , ं.फूळे मार्केट, MAHARASHTRA, PUNE, Non-Government पिन कोड:-411002 पॅन नं:-

2): नाव:-श्री पुना गुजराथी बंधू समाज तर्फे प्रेसिडेंट नितीनभाई रावजीभाई देसाई यांचे तर्फे व भरत केशवलाल शहा व्हाईस प्रेसिडेंट यांचे तर्फ़िकु मुन्हणून दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी हरीकृष्ण प्रनश्यामदास शहा - - वयः 67 पत्ताः--, -, -, -, वधवार पेठ पुणे , ं फूळे मार्केट, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411002 पॅन नं:-AAATP2754L A PROCESSION OF THE

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-दि पुना गुजराथी केळवणी मंडळ तर्फे चेअरमन किरीट रमणलाल शहा - - वय:-62; पत्ता:--, -, -, -, 1433 कसबा पेठ पुणे , क़ास्वा पेठ, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411011 पॅन नं:-AAATT6313P

2): नाव:-दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी हरीकृष्ण घनश्यामदास शहा - - वय:-72; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 1433 कसवा पेठ पुणे , महाराष्ट्र, महाराष्ट्र, पुणे. पिन कोड:-411011 पॅन नं:-AAATT6313P

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

(12)वाजारभावाप्रमाणे मुद्रांक शुल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

100

100

08/11/2017

08/11/2017

8332/2017

मी नक्कल वाचली

मी रुज्वात घेतली

श्री दीर्टी

दस्तासोबतची नक्कल

यांना दिली.

अस्सलवर ह्कुम नक्कल

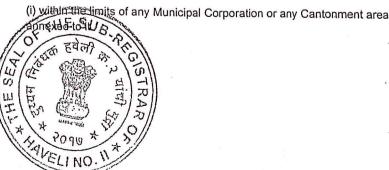
दिनांक 🤄 /९५ /२०१७

(14)शेरा

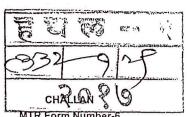
मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

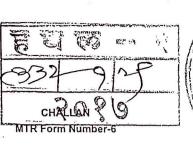
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

र्न.(वर्ग-२) हवेली क्र.२











GRN MH006994	782201718E	BARCODE	11 1111 1111	MINISTER MEMBERS	II DENII DIED DI	Date	07/11/2017-18:1	8:23 For	m ID	25.	2	
Department Inspe	ector General O	f Registration	`	to a territoria de Caracteria de		•••	Payer Detai	ls				
Type of Payment	Stamp Duty Registration Fee	1			TAX ID (If Any	<b>(</b> )						
					PAN No.(If App	plicable)						
Office Name HVL	2_HAVELI 2 JC	INT SUB REG	SISTRAR		Full Name		THE POONA GU	JARATI I	KELAV.	ANI M	ANDA	(L
Location PUN	IE											
Year 2017	7-2018 One Tin	ne			Flat/Block No	).	PLOT 1					
Ac	count Head De	tails		Amount In Rs.	Premises/Bu	Ilding						
0030046401 Stam	p Duty			100.00	Road/Street		KONDHWA BUDE	RUK				
30063301 Regis	tration Fee			100.00	Area/Locality	,	PUNE			j		
					Town/City/Di	strict						
		*		3	PIN ·			4 -	1 1	0	4	8
					Remarks (If	Any)	<u>-</u>					
					SecondParty	Name=S	HRI POONA GUJA	RATI BA	NDHU	SAM	AJ~	
FAC	ida											
OFFICE												
₹200.00												
					Amount In	Two H	undred Rupees Onl	У				
FFACE				200.00	Words							
Payment Details STATE BANK OF INDIA							FOR USE IN RECE	IVING B	ANK			
	Cheq	ue-DD Details			Bank CIN	Ref. No	. 000405720171	11077366	7 IK00	IWÏOE	6	
heque/DD No.					Bank Date	RBI Dai	le 07/11/2017-06	3:18:41	Not	Verifie	d with	RBI
Name of Bank					Bank-Branc	:h	STATE BANK	OF INDIA	4			
Name of Branch					Scroll No.,	Date	312 , 08/11/20	17 .				

Mobile No. : Not Available This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे . नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही . Not Available

### Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-2-8332	0003901004201718	08/11/2017-16:40:30	IGR009	. 100.00
2	(iS)-2-8332	0003901004201718	08/11/2017-16:40:30	IGR009	100.00
			Total Defacement Amount		200.



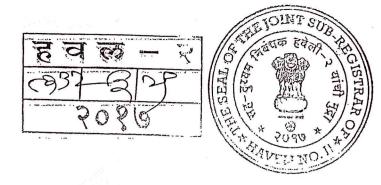
## CHALLAN MTR Form Number-6

GRN MH006994782201718E BARCODE IIIIII	H INNIET FINE HERIOT	[[[[ E 22][[ [] [ [ [ ]	III Date	07/11/2017-18:18:23	Form ID 25.2			
Department Inspector General Of Registration			Payer Details					
Slamp Duty .  Type of Payment Registration Fee		TAX ID (If A	ny)		-			
,		PAN No.(If A	pplicable)					
Office Name HVL2_HAVELI 2 JOINT SUB REGISTRA	R	Full Name		THE POONA GUJARAT	I KELAVANI MANDAL			
Location PUNE				4				
Year 2017-2018 One Time		Flat/Block N	۱o.	PLOT 1				
Account Head Details	Amount In Rs.	Premises/B	ullding	<b>.</b>				
0030046401 Stamp Duty	100.00	Road/Street	t	KONDHWA BUDRUK				
0030063301 Registration Fee	100.00	Area/Locali	ty	PUNE				
		Town/City/	District		-			
		PIN		4	1 1 0 4 8			
)		Remarks (If	Any)	( )	10250			
	Cina Gara	SecondPart	Name=Sf	RIPPONA GUJARATI E	ANDHU SAWAD			
	-237	,, ,,	100	0 1 11 - 1 - 000	#\ <u>is</u>			
	( )		P > 1	SEAL E-3757	ISTRAR Titl 33			
	3	808	6		(3) * 15)			
ž.,		Amount In	Two Hur	dred Rupees On AVE	LI NO.1			
Total	200.00	Words						
Payment Details STATE BANK OF INDIA	No Garage		F	OR USE IN RECEIVING B	BANK			
Cheque-DD Details		Bank CIN	Ref. No.	0004057201711077366	67 IK00IWIOE6			
Cheque/DD No.		Bank Date	RBI Date	07/11/2017-18:18;47	Not Verified with RBI			
Name of Bank		Bank-Branc	h	STATE BANK OF INDI	A			
Name of Branch		Scroll No.,	Date	Not Verified with Scroll				

...JTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंगी करावयाच्या दस्तांसाठी लागु आहे. नोदंगी न करावयाच्या दस्तांसाठी सदर चलन लागु







#### **CORRECTION DEED**

This <u>CORRECTION DEED</u> is executed here at Pune, on this  $\frac{g}{2}$  day of MoV month of the year 2017,



SHRI POONA GUJARATI BANDHU SAMAJ (PAN: AAA T P 2754 L), a public charitable trust, registered under the Bombay Public Trusts Act, 1950 (*now*, the Maharashtra Public Trusts Act), at PTR No.F-96/Pune, having its registered office at CTS No.953/1/3, Budhwar Peth, Bohari Ali, Popatlal Shah Smarak Trust Building, Pune 411002, represented by its duly authorized president trustee

(under Resolution dated 29.09.2017 of BOT),

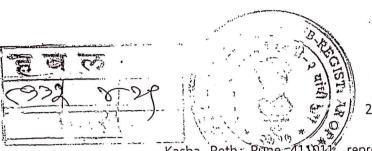
[1] **NITINBHAI RAOJIBHAI DESAI** [PAN: **ABO P D 1864 A**], aged about 73 years, occ: business, residing at 457, Sindh Housing Society, Baner Road, Pune 411007,

[2] BHARAT KESHAVLAL SHAH, [PAN: ADX PS 3821 M], aged about 67 years, occ: business, residing at, 12, Mukund Nagar, Sujay Garden, Bungalow No.27, Pune Satara Road, Marketyard, Pune: 411 037, ...hereinafter called as the "VENDOR", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, administrators and assigns, ...of the ONE PART,

and

THE POONA GUJARATI KELAVANI MANDAL (PAN: AAA T T 6313 P) a public charitable trust, registered under the Bombay Public Trusts Act, 1950 (now, the Maharashtra Public Trusts Act) at PTR No.F-136/Pune, having its registered office at CTS No. 1433,





Kasba Peth, Pune 41.1011, represented by its duly authorized trustee (under Resolution dated 03.10.2017 of BOT)

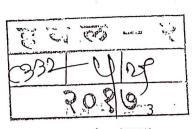
- (i) HARIKRISHNA GHANSHYAMDAS SHAH [PAN: ADW P S 9390 N], aged about 62 years, occ: Business, residing at "Harsh", 2, Rameshwardham Apartments, Next to Anand Park Society, Off Shankar Sheth Road, Pune 411037, and
- (ii) KIRIT RAMANLAL SHAH [PAN: ADWPS 9391P], aged about 72 years, occ: business, residing at 1076/20, Gokhale Road, "The Acropolis", Flat No.201, Shivaji Nagar, Opp. Firodia Garden, Pune 411016,

...hereinafter called as the "PURCHASER", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, administrators and assigns, ...of the OTHER PART,

#### WHEREAS,

by an Sale deed dated 16.10.2017, registered in the office of the Sub.Registrar Haveli No.2 at serial No.7811/2017 on 16.10.2017, the Vendor herein, sold, assigned, transferred and/or conveyed all that triangular shaped Plot No.1, being net land admeasuring "Hectare 0.74.41 Are" (7,441.00 sq.mt.) lying on northern side, out of proposed sub-division layout of all that land admeasuring "Hectare 02=40 Are", out of the land, bearing new Survey No.63, Hissa No.2, (old Survey No.99, Hissa No.2), in all admeasuring "Hectare 06=19 Are" (including fallow "Hectare 00=07 Are"), situate at village Kondhwa Budruk of City of Pune, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli Pune, and the Municipal Corporation of the City of Pune, more particularly described in the SCHEDULE-2 written therein,







22,50,00,000/- (Twenty two crore fifty lakh only) to the said Purchaser herein and the Purchaser agreed to purchase the same;

b. however due to accidental slip and error, in the Index-2 extract issued pertaining to the said document, the signatory No.2; Kirit Ramanlal Shah, has been erroneously mentioned as 'trustee' instead of 'Chairman', for correction of which, the parties have executed this instrument,

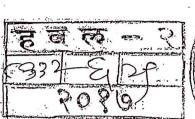
## NOW, THIS DEED OF CORRECTION TO SALE DEED WITNESSETH:

1. The error crept as a result of accidental slip in Index II extract dated 16.10.2017, is hereby corrected as follows:

Error	Correction				
The word 'trustee' mentioned	Replaced by word "Chairman"				
across signatory No.2 Kirit	instead of erroneously				
Ramanlal Shah for the Purchaser	mentioned 'Trustee' while				
in Index-2 pertaining to the said	mentioning the name of				
sale deed	signatory No.2 Kirit Ramanla				
	Shah for the Purchaser				

- 2. Subject to this correction and amendment as made hereby, all other terms, conditions, consideration and particulars mentioned, enumerated and agreed to in the said Sale deed shall stand as they are, and binding upon the parties hereto.
- 3. Registration Receipt, and Index-2 are annexed to this Deed of Correction.





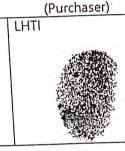


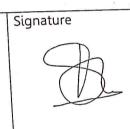
In witness where the parties hereto have signed and executed this <u>CORRECTION DEED</u> on the date and at the place herein before first mentioned.

Harikrishna Ghanshyamdas Shah

(duly authorized Trustee of and for the Poona Gujarati Kelavani Mandal, and also as duly constituted attorney of and for the VENDOR President Nitinbhai Raojibhai Desai and the Vice-President of and for Shri Poona Gujarati Bandhu Samaj, under POA 16.10.2017, Hvl-2 7812/2017)



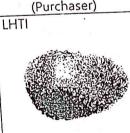




Kirit Ramanlal Shah

(duly authorized Chairman of and for the Poona Gujarati Kelavani Mandal, and also as duly constituted attorney of and for the VENDOR President Nitinbhai Raojibhai Desai and the Vice-President of and for Shri Poona Gujarati Bandhu Samaj, under POA 16.10.2017, Hvl-2 7812/2017)







S

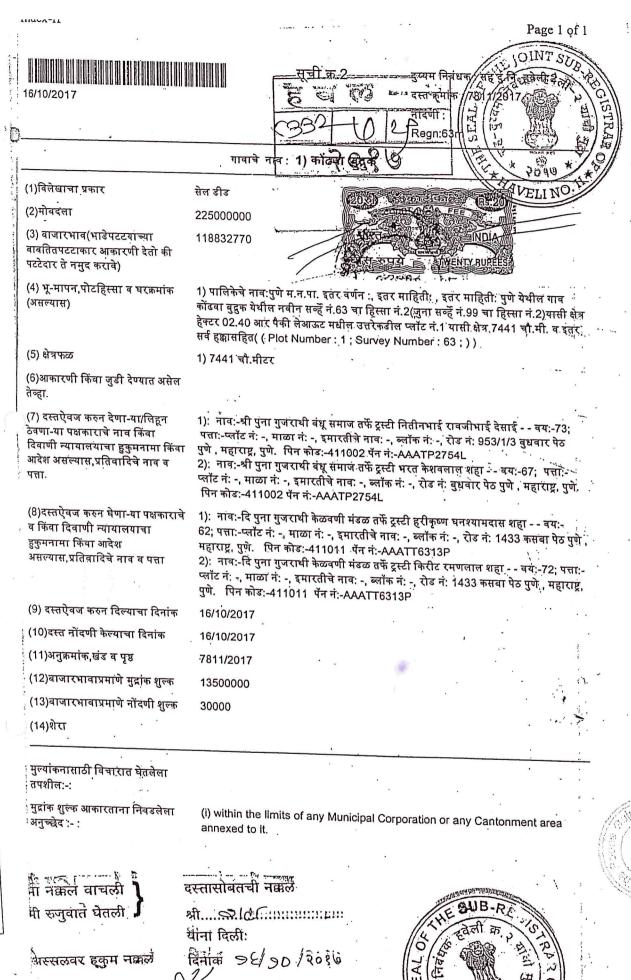
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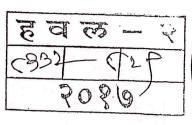
F



Witnesses	Signatures
Vinod N. Dedhin. Eli Mokund Nagar Poonum	Vine.
Manoj mulau Maxim puric coloni Nuvi peta pune	All



(वर्ग=२) हवेली क्र.२





2/7812

Monday,October 16,2017 6:06 PM पांवती----

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 8165

दिनांक: 16/10/2017

गावाचे नाव: कोंढवा बुद्रक

दस्तऐवजाचा अनुक्रमांक: ह्वल2-7812-2017 :

दस्तऐवजाचा प्रकार: पाँवर ऑफ अँटर्नी

सादर करणाऱ्याचे नाव: दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी हरीकृष्ण घनश्यामदास शहा - -

नोंदणी फी

₹. 100.00

.दस्त हाताळणी फी

₹. 360.00

पृष्ठांची संख्या: 18

एकण:

₹. 460.00

आपणास मूळ दस्त ,यंबनेल प्रिंट,सूची-२ अंदाजे 6:14 PM ह्या बेळेस मिळेल.

वाजार मुल्य: रु.0.0 /-

मोवदला रु.0/-

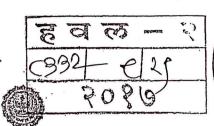
भरलेले मुद्रांक शुल्क : रु. 500/-

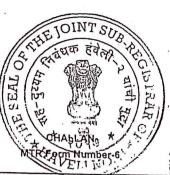
1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006245560201718M दिनांक: 16/10/2017 बेंकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्षम: रु 360/-

Senood of the se

10/16/2017





partment Inspector General Of Registration	T	<del></del>		11/10/2017-17:24			48(f)		_
·				Payer Details	I				
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ear 2017-2018 One Time		Flat/Block No	. Р	lot No 1					_
Account Head Details	Amount In Rs.	Premises/Bui	Iding						
030046401 Stamp Duty	500.00	Road/Street	К	Kondhwa Budruk					
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Challan Defaced Details

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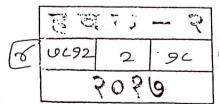




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Office Name HVL2_HAVELI 2 JOINT SUB REGISTRAR				THE POONA GUJARATI KELAVANI MANDAL				
ocation PUNE								
Year 2017-2018 One Time		Flat/Block N	0.	Plot No 1				
Account Head Details	Amount In Rs.	Premises/B	ullding					
0030046401 Stamp Duty	500.00	Road/Street	Road/Street Kondhwa Budruk					
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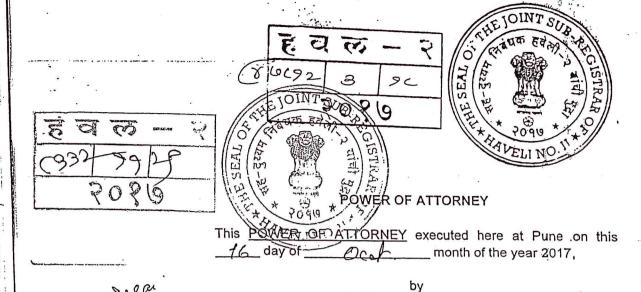
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SHRI POONA GUJARATI BANDHU SAMAJ (PAN: AAA T P 2754 L), a public charitable trust, registered under the Bombay Public Trusts Act; 1950 (now, the Maharashtra Public Trusts Act), at PTR No.F-96/Pune, having its registered office at CTS No.953/1/3, Budhwar Peth, Bohari Ali, Popatlal Shah Smarak Trust Building, Pune 411002, represented by its duly authorized president trustee (under Resolution dated 29.09.2017 of BOT),

[1] **NITINBHAI RAOJIBHAI DESAI** [PAN: ABO P<sub>1</sub>D 1864 A], aged about 73 years, occ: business, residing at 457, Singth Housing Society, Baner Road, Pune 411007,

[2] BHARAT KESHAVLAL SHAH, [PAN: ADX PS 3821 M], aged about 67 years, occ: business, residing at, 12, Mukund Nagar, Sujay Garden, Bungalow No.27, Pune Satara Road, Marketyard, Pune: 411 037, ...hereinafter called as the "EXECUTANT",

WHEREAS,

by the Sale Deed dated 16/10/2014 registered with the Sub-Registrar, Haveli No. T., Pune, at Serial No. 7811 / 2014 on 16/10/14 the Executant sold the property more particularly described in SCHEDULE given hereto (hereinafter referred to as the "PLOT"), to THE POONA GUJARATI KELAVANI MANDAL (PAN: AAA T T 6313 P) a public charitable trust, registered under the Bombay Public Trusts Act, 1950 (now, the Maharashtra Public Trusts Act) at PTR No.F-136/Pune, having its registered office at CTS No. 1433, Kasba Peth, Pune 411011 (hereinafted referred to as the said "PURCHASER"),

pursuant to the aforesaid conveyance, the name of the said Purchaser is required to be entered in the record of rights such as VF 7/7A/12, Property Register Card, so also the said Purchaser desires to seek necessary approvals to the sub-division layout, building layout or the approval of the building plans from the Municipal Corporation of City of Pune,



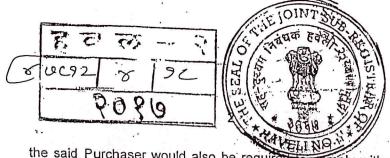


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Which

Proportion

b.



the said Purchaser would also be required to comply with various acts, deeds and things in that behalf and also comply with all incidental and complimentary matters and things in respect of the said Plot,

in the fitness of the things and in consideration of purchase of the said Plot by the Purchaser, the Executant by this instrument appointed the said Purchaser represented by its authorized trustees or any such trustee as may be empowered by the said Purchaser by appropriate resolution, as the an attorney.

NOW THIS POWER OF ATTORNEY WITNESSETH

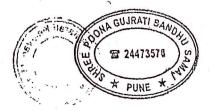
The Executant hereby appoints, nominates and constitutes

THE POONA GUJARATI KELAVANI MANDAL (PAN: AAA T T 6313 P) a public charitable trust, registered under the Bombay Public Trusts Act, 1950 (now, the Maharashtra Public Trusts Act) at PTR No.F-136/Pune, having its registered office at CTS No. 1433, Kasba Peth, Pune 411011, represented by its trustees

- (i) HARIKRISHNA GHANSHYAMDAS SHAH [PAN: ADW P S 9390 N], aged about 62 years, occ: Business, residing at "Harsh", 2, Rameshwardham Apartments, Next to Anand Park Society, Off Shankar Sheth Road, Pune 411037, and
- (ii) KIRIT RAMANLAL SHAH [PAN: ADW P S 9391 P], aged about 72 years, occ: business, residing at 1079/20, Gokhale Road, "The Acropolis", Flat No.201, Shivaji Nagar, Opp. Firodia Garden, Pune 411016, and
- (iii) any such trustee as may be authorized by the said Purchaser by appropriate resolution,

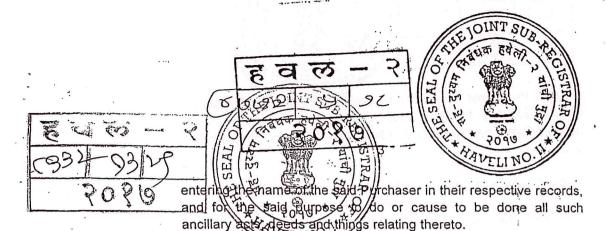
as the attorney/s for and on behalf of and in the name of the Executant, to jointly and/or severally and/or individually and/or through its delegate and/or representative, do or cause to be done generally, following acts, deeds and things relating to or in respect of or touching the said Plot, or any part thereof,

To appear and act before all or any of the authorities under the Maharashtra Land Revenue Code1966, the Maharashtra Regional and Town Planning Act 1966, the Maharashtra Municipal Corporations Act, or such other concerned statute, inter alia for







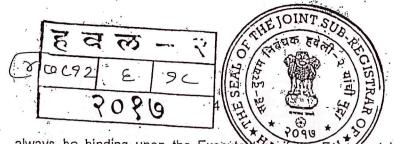


- 2. To appear and act before any or all authorities of the Maharashtra State Electricity Board, for availing and/or transferring the existing electric meter and/or electric lines in the name of the said Purchaser, vis a vis the said Plot, and for the said purpose to do or cause to be done all such ancillary acts, deeds and things relating thereto.
- 3. To submit and seek approval and sanctions, entirely at the cost of the Executant herein, to the sub-division layout, building layout or the approval of the building plans pertaining to the Larger Land and/or the said Plot from the Municipal Corporation of City of Pune and/or any or all authorities under the Maharashtra Regional and Town Planning Act, 1966, the Maharashtra Municipal Corporations Act and the Development Control and Promotions Rules 2017 or any such statute, rule or regulation and for the said purpose to do or cause to be done all such ancillary acts, deeds and things relating thereto.
- 4. To sign, execute and/or register all such documents as may be found necessary in compliance to or in conformity to the instrument of sale of the said Plot executed by the Executant, including supplement, confirmation and/or correction to the said instrument of sale and for the said purpose to do or cause to be done all such ancillary acts, deeds and things relating thereto.
- 5. To do all such acts, deeds and things such as to sign, to execute, to represent, to pay, to obtain, to withdraw, to state, to apply, to affirm, to verify, to declare, to depose, and to do or cause to be done all or any of such ancillary acts, deeds and things relating to any of the matters herein, concerning the said Plot.
- 6. The Powers hereby granted shall be in force till the preparation and/or segregation and/or taking place of mutation of the name of the said Purchaser in all concerned record of rights, and for the said purpose to do or cause to be done all such ancillary acts, deeds and things relating thereto
- 7. The Executant hereby ratifies and agrees to always ratify all such acts, deeds and things done and which would be done by the said attorney and further agree that all such acts, deeds and things shall







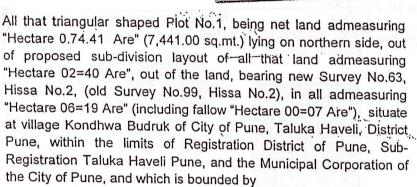


always be binding upon the Executant aby the Executant have done the same in person.

- Notwithstanding anything contained anywhere in these powers, the Attorney shall do or caused to be done, all such acts, deeds or things relating to the said Plot,
- save and except the sub-division plan to be submitted and obtain approval thereof from PMC, entirely at the cost, expenses, obligations, liabilities and risk of the Purchaser,

(b) the Attorney shall keep the Executant duly indemnified from any consequence or claim arising out of the acts so done by the attorney/s with cost and consequences.

SCHEDULE (description of the said "PLOTO \$ 9



On or towards east

Portion out of Survey No.63/2 under 24 meter wide DP Road and thereafter Kakade Nagar Road

On or towards south

Remaining land of Survey No.63/2

On or towards west

Gangadham Shatrunajay Road

On or towards north

Portion out of Survey No.63/2 under 24 meter wide DP Road and thereafter junction of Gangadham Shatrunajay Road

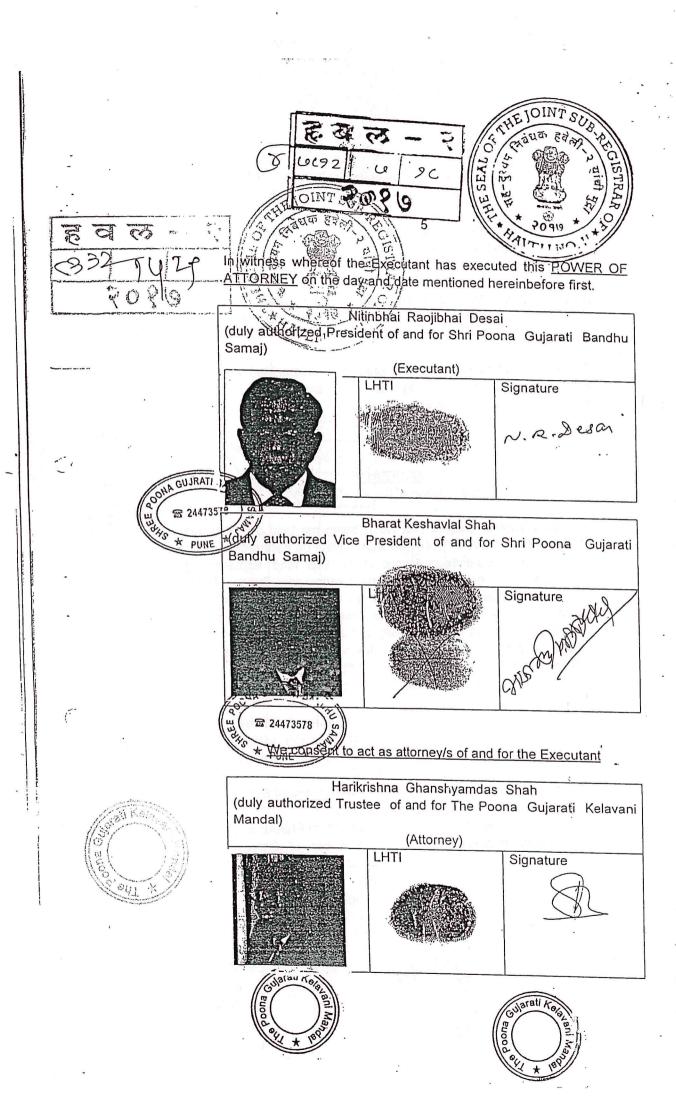
Gangadham Shatrunajay Road and Kakade Nagar Road

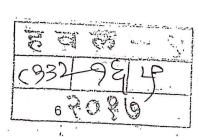
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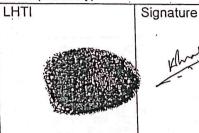


Kiritbhai Ramanlal Shah

(duly authorized chairman of and for The Poona Gujarati Kelavani Mandal)

(Attorney)

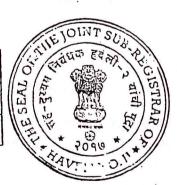




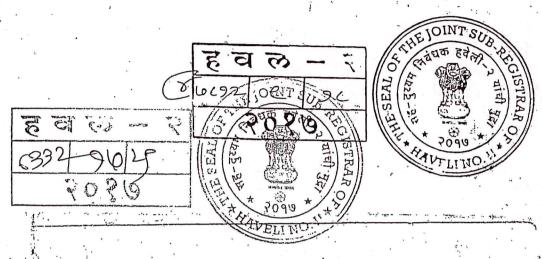
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Asset Charity Commissioner

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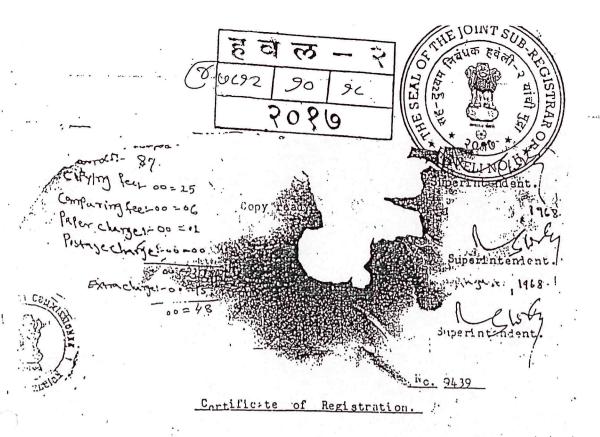
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quantastt. Charity Commissioner Pune Region, Pune.



Lit is hereby certified that the Public Brust described below has this day been duly registered under the Bombay Public Trusts Act, 1950( Bom. XXX : of 1050) at the Fublic Trusts Regist; ration Office, Forms Region, Poonn.

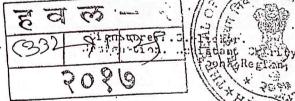
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## 189/A, Raviwar Peth, Poonia . 2.

Number in the degister of Public Trusts:- F. 96.

Certificate issued to Shri. Personahand: Dahy TOINT

Given under my hand, this 28th d



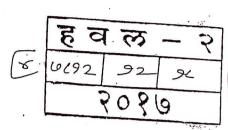
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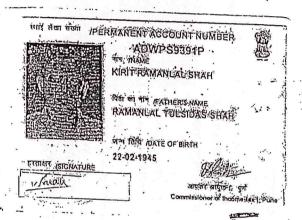
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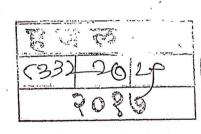


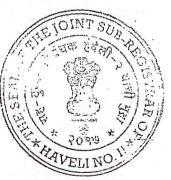
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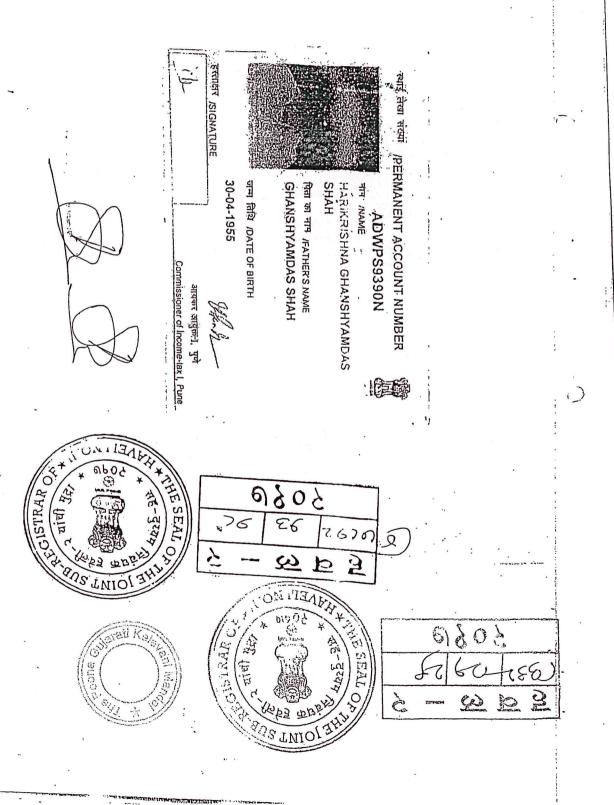


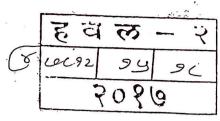
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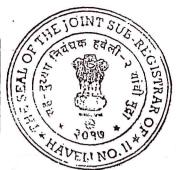










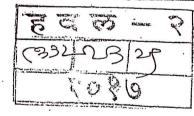


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THE POONA GUJRATI KELVANI MANDAL

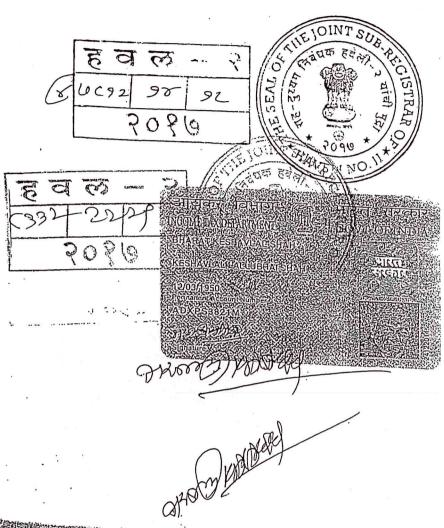
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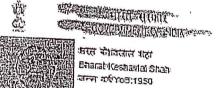












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आधार - सामान्य माणसाचा अधिकार



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Admissa. 12 Mukund Nagar Sulay Gardan Sanglow No 27, Puna Satara Road, Mukund Magar Puna City. Macket Yard, Puna

Maharashtra, 411037

Aadhaar - Aam Aadmi ka Adhikar

2/7812 गोमवार,16 ऑक्टोवर 2017 6:06 म.नं.

दस्त गोषवारा भाग-1

हवल2

दस्त क्रमांक: हवल2 /7812/2017

वाजार मुल्य: रु. 00/-

भरकैले मुद्रांक शुल्कः रु.500/-

मोवद् पावती:8165

दु. नि. सह. दु. नि. ह्वल2 यांचे कार्यालयात

अ. ग्रं. 7812 वर दि.16-10-2017

रोजी 5:54 म.नं. वा. हजर केला.

सादरकरणाराचे नाव: दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी हरीकृष्ण घनश्यामदास शहा - -

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दस्त हाताळणी फी

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🐧 सह दुयम निवंधक, हवेली-2

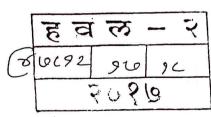
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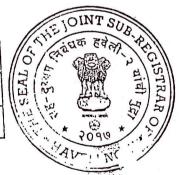
दस्ताचा प्रकार: पॉवर ऑफ अँटर्नी

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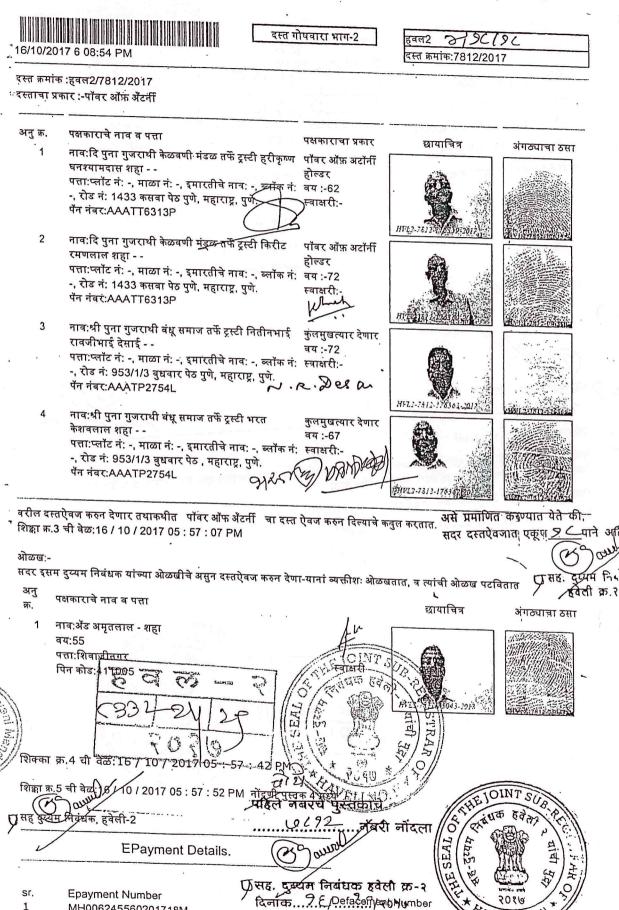
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Know Your Rights as Registrants

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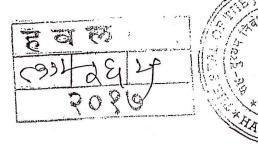
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घोषणापत्र

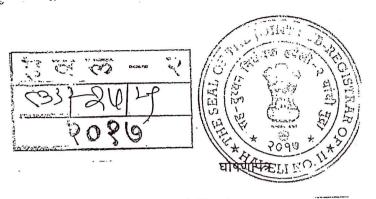
मी, हरीकृष्ण घनश्यामदास शहा ट्रस्टी ऑफ दि पुना गुजराथी केळवणी मंडळ याद्वारे घोषित करतो कि, दुय्यम निबंधक हवेली नं.०२ यांचे कार्यालयात करेक्शन डीड या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री पुना गुजराथी बंधू समाज चे प्रेसिडेंट व व्हाईस प्रेसिडेंट यांनी पुणे येथे मला दिलेल्या नोंदणीकृत कुलमुखत्यारपत्राच्या (दि.१६.१०.२०१७ हवल२-७८१२-२०१७) आधारे मी सदर दस्त नोंदणीस सादर केला आहे/ निष्पादित करून कबुलीज़बाब दिला आहे. सदर कुलमुखत्यार पत्र लिहून देणार यांनी रद्द केलेले नाही किंवा सदर कुलमुखत्यार पत्र लिहून देणार व्यक्ती पैकी कोणीही मयत झालेले नाही किंवा अन्य कोणात्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यार पत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये मी शिक्षेस पात्र राहीन यांची मला जाणीव आहे.

R. 8/11/2017



कुलमुखत्यारपत्रधारकाचे सही
हरीकृष्ण घनश्यामदास शहा ट्रस्टी
ऑफ दि पुना गुजराथी केळवणी मंडळ

Contraction of the contraction o



मी, किरीट रमणलाल शहा चेअरमन ऑफ दि पुना गुजराथी केळवणी मंडळ याद्वारे घोषित करतो कि, दुय्यम निबंधक हवेली नं.०२ यांचे कार्यालयात करेक्शन डीड या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री पुना गुजराथी बंधू समाज चे प्रेसिडेंट व व्हाईस प्रेसिडेंट यांनी पुणे येथे मला दिलेल्या नोंदणीकृत कुलमुखत्यारपत्राच्या (दि.१६.१०.२०१७ हवल२-७८१२-२०१७) आधारे मी सदर दस्त नोंदणीस सादर केला आहे/ निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यार पत्र लिहून देणार यांनी रद केलेले नाही किंवा सदर कुलमुखत्यार पत्र लिहून देणार व्यक्ती पैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यार पत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये मी शिक्षेस पात्र राहीन यांची मला जाणीव आहे.



कुलमुखत्यारपत्रधारकाचे सही

किरीट रमणलाल शहा चेअरमन
ऑफ दि पुना गुजराथी केळवणी मंडळ

2/8332 बुधवार,08 नोव्हेंबर 2017 4:48 म.नं.

दस्त गोषवारा भाग-1

हवल2 दस्त क्रमांक: 8332/201

दस्त क्रमांक: हवल2 /8332/2017

वाजार मुल्य: रु. 00/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह. दु. नि. हवल2 यांचे कार्यालयात

अ. क्रं. 8332 वर दि.08-11-2017

रोजी 4:29 म.नं. वा. हजर केला.

पावती:8717

पावती दिनांक: 08/11/2017

सादरकरणाराचे नाव: दि पुना गुजराथी केळवणी मंडळ तर्फे चेअरमन

किरीट रमणलाल शहा - -

नोंदणी फी

**হ. 100.00** 

दस्त हाताळणी फी

₹. 580.00

पृष्टांची संख्या: 29

दस्त हजर करणाऱ्याची सही:

एकुण: 680:00

सह दुय्यम् निबंधक, हवेली-2

र्निबंधक, हवेली-2

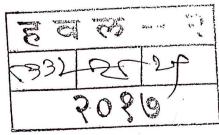
दस्ताचा प्रक्रार: 65-चुक दुरुस्ती पत्र

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 08 / 11 / 2017 04 : 29 : 58 PM ची वेळ: (सांदरीकरण)

शिक्का क्रं. 2 08 / 11 / 2017 04 : 34 : 27 PM ची वेळ: (फी)







٢	18/11/20	17 4 51 (	13 PM	Λ.	

दस्त गोषवारा भाग-2

दस्त क्रमांक:833

दस्त क्रमांक :हबल2/8332/2017 दस्ताचा प्रकार :-65-चुक दुरुस्ती पत्र

अन् क्र. पक्षकाराचे नाव व पता

> नाव:दि पुना गुजराथी केळवणी मंडळ तर्फे चेअरमन किरीट पना:-, -, -, -, 1433 कसवा पेठ पुणे , क्रास्वा पेठ, MAHARASHTRA, PUNE, Non-Government. पॅन नंबर:AAATT6313P

नाव:दि पुना गुजराथी केळवणी मंडळ तफें टस्टी हरीकृष्ण चनश्यामदास शहा - -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -रोड नं: 1433 कसवा पेठ पुणे , महाराष्ट्र, महाराष्ट्र, पुणे. पॅन नंबर:AAATT6313P

नाव:श्री पुना गुजराथी वंधू समाज तर्फे प्रेसिडेंट नि<del>तीनना</del>ई रावजीभाई देसाई यांचे तफें व व्हाईस प्रेसिडेंट भरत केशवलाल शहा यांचे तर्फे कु.मु. म्हणून दि पुना गुजराथी कळवणी मंडळ तर्फे चेअरमन किरीट रमणलाल शहा - -पत्ता:-, -, -, -, बुधवार पेठ पुणे , ं.फूळे मार्केट, MAHARASHTRA, PUNE, Non-Government. र्गन नंबर:AAATP2754L

नाव:श्री पुना गुजराथी बंधू समाज तर्फे प्रसिडेंट नितीनभाई 'रावजीभाई देसाई यांचे तफें व भरत केशवलाल शहा व्हाईस प्रेमिडेंट यांचे तर्फे कु.मु. म्हणून दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी हरीकृष्ण घनश्यामदास शहा - -पता:-, -, -, -, बुधवार पेठ पुणे , ं.फूळे मार्केट, MAHARASHTRA, PUNE, Non-Government. पॅन नंबर:AAATP2754L

पक्षकाराचा प्रकार लिहून घेणार वय :-62 स्वाक्षरी:-

लिहुन घेणार वय:-72 म्बाधुरी:-

लिहन देणार वय:-73 स्वाक्षरी:-

लिहन देणार वय:-67



HVL2-8332-177938**53**L(7













वर्गन दम्त्रऐवज करन देणार तथाकथीत 65-चुक दुरुस्ती पत्र चा दस्त ऐवज करन दिल्याचे कवल <u>करण्यात</u> येते की; शिक्का क्र.3 ची वेळ:08 / 11 / 2017 04 : 36 : 57 PM सदर दस्तिएवजात एकूण<u>ि</u> पाने आहेती शिक्षा क.3 ची वेळ:08 / 11 / 2017 04 : 36 : 57 PM

सदर इसम दुरुयम निवंधक यांच्या ओळखीचे असुन दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पनिर्वितित

भन् ऋः पक्षकाराचे नाव व पत्ता

नावः मेड अभूसलाय - शहा वय:57 पना:शिवाजीनगर पिन कोड:411005

PARKET

छायार्चित्र



页..社 अंगठ्याचा ठसा





शिक्का क.4 च्री वेर्क :08 / 11 / 2017 04 : 37 : 22 PM ां जरीं नोंदला विंधक, हवेली-2

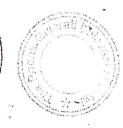
EPayment Details.

**Epayment Number** 

ऍसह. दुट्यम् निवंधक हवेली क्र

2099 Weldcement Number 0003901004201718





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8332 /2017

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Doc. Not 7811/2017.

Late: 16/10/2017.

Pages: 88+2:90



2/7811 Monday, October 16,2017 पावती

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

पावती क्रं.: 8164

दिनांक: 16/10/2017

गावाचे नाव: कोंढवा बुद्रुक

6:00 PM

दस्तऐवजाचा अनुक्रमांक: हवल2-7811-2017

दस्तऐवजाचा प्रकार : सेल डीड

सादर करणाऱ्याचे नाव: दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी हरीकृष्ण घनश्यामदास शहा - -

नोंदणी फी दस्त हाताळणी फी रु. 30000.00

रु. 1800.00

पृष्ठांची संख्या: 90

एकूण:

रु. 31800.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 6:08 PM ह्या वेळेस मिळेल.

**प**सह दुय्यमं निक्रंधक, हवेली-2

वाजार मुल्य: रु.118832770 /-मोबदला रु.225000000/-भरलेले मुद्रांक शुल्क : रु. 13500000/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-्र डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006245455201718M दिनांक: 16/10/2017 बँकेचे नाव व पत्ताः

2) देयकाचा प्रकार: By Cash रक्कम: रु 1800/-



**ZyWmh** 

10/16/2017



सुची क्र.2

दय्यम निवंधक : सह दु.नि. हवेली 2

दस्त क्रमांक: 7811/2017

नोदंणी: Regn:63m

# गावाचे नाव: 1) कोंढवा बुद्रक

(1)विलेखाचा प्रकार

सेल डीड

(2)मोबदला

225000000

(3) वाजारभाव(भाडेपटटयाच्या वावतितपटटाकार आकारणी देतो की 118832770

पटटेदार ते नमुद करावे) (4) भू-मापन,पोटहिस्सा व घरक्रमांक

1) पालिकेचे नाव:पुणे म.न.पा. इतर वर्णन :, इतर माहिती: , इतर माहिती: पुणे येथील गाव कोंढवा बुद्रक येथील नवीन सर्व्हे नं.63 चा हिस्सा नं.2(जुना सर्व्हे नं.99 चा हिस्सा नं.2)यासी क्षेत्र हेक्टर 02.40 आर पैकी लेआऊट मधील उत्तरेकडील प्लॉट नं.1 यासी क्षेत्र 7441 चौ.मी. व इतर सर्व हक्कासहित( ( Plot Number : 1; Survey Number : 63; ) )

(5) क्षेत्रफळ

(असल्यास)

1) 7441 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहून . ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-श्री पुना गुजराथी बंधू समाज तर्फे ट्रस्टी नितीनभाई रावजीभाई देसाई - - वय:-73; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 953/1/3 बुधवार पेठ पुणे , महाराष्ट्र, पुणे. पिन कोड:-411002 पॅन नं:-AAATP2754L

2): नाव;-श्री पुना गुजराथी बंधू समाज तर्फे ट्रस्टी भरत केशवलाल शहा - - वय:-67; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नावः -, ब्लॉक नं: -, रोड नं: बुधवार पेठ पुणे , महाराष्ट्र, पुणे. पिन कोड:-411002 पॅन नं:-AAATP2754L

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी हरीकृष्ण घनश्यामदास शहा - - वय:-62; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 1433 कसबा पेठ पुणे , महाराष्ट्र, पुणे. पिन कोड:-411011 पॅन नं:-AAATT6313P

2): नाव:-दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी किरीट रमणलाल शहा - - वय:-72; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 1433 कसबा पेठ पुणे , महाराष्ट्र, पुणे. पिन कोड:-411011 पॅन नं:-AAATT6313P

(9) दस्तऐवज करुन दिल्याचा दिनांक

16/10/2017

(10)दस्त नोंदणी केल्याचा दिनांक

16/10/2017

(11)अनुक्रमांक,खंड व पृष्ठ

7811/2017

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

13500000

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

मी रुज्वातं घेतली

दस्तासोबतची नक्कलै

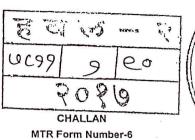
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यांना दिली:

दिनांक 98/90/२०१७ अस्सलवर हुकुम नक्रल











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Stamp Duty  Type of Payment Registration Fee		TAX ID (If Any	)						
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Office Name HVL2_HAVELI 2 JOINT SUB REGISTRAR	Full Name		THE POONA GUJAR	RATI KE	LAVA	ANI M	ANDA	ıL	
ocation PUNE									
Year 2017-2018 One Time		Flat/Block No.		Plot No 1 Survey No.6	63 Hissa	No.2	!		
Account Head Details	Amount In Rs.	Premises/Bui	lding	2					
0030046401 Slamp Duty	13500000.00	Road/Street		Kondhwa Budruk			,		
0030063301 Registration Fee	30000.00	Area/Locality		Pune					
<u> </u>		Town/City/Dis	strict						
		PIN			4 1	1	0	4	1
		Remarks (If A	Any)		×				
		PAN2=AAATI	P2754L~	SecondPartyName=Sl	HRI F	100	۱A <sub>.</sub>	GUJA	RATI
100		BANDHU SAI	MAJ~						
OFFICEO .									
₹13530000.00									
		Amount In	One Cr	ore Thirty Five Lakh T	hirty Tho	ousan	d Rup	ees	
MIEFACE	1,35,30,000.00	Words	Only						
Payment Details BANK OF MAHARASHTR	RA		-	FOR USE IN RECEIVI	NG BA	١K			
Cheque-DD Details		Bank CIN	Ref. No.	02300042017101	368697	1728	68949	717	
Cheque/DD No		Bank Date	RBI Dat	e 13/10/2017-10:27	:28	Not '	Verifie	d with	RBI
Name of Bank		Bank-Brancl	h	BANK OF MAHAR	RASHTE	RA			
Name of Branch		Scroll No., I	Date	71016 , 16/10/20	17				

Mobile No. : Mobile No. : Not Available NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे . नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही .

### Challan Defaced Details

Sr. No.	Ren	narks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-2-7811		0003545442201718	16/10/2017-17:53:44	IGR009	30000.00
2	(iS)-2-7811		0003545442201718	16/10/2017-17:53:44	IGR009	13500000.00
		J	II Kall	Total Defacement Amount		. 1,35,30,000.00



#### CHALLAN MTR Form Number-6

GRN MH006245455201718M BARCODE	E II IERIEER MAEI IEE EE IEEE	(II 1/21/3/10 (C.C.1)	Date	11/10/2017-17:22:31	Form ID 25.1	
Department Inspector General Of Registration	Payer Details					
Stamp Duty	TAX ID (If Any)					
rype of Payment Registration ree	ype of Payment Registration Fee			AAATT6313P	ATT6313P	
Office Name HVL2_HAVELI 2 JOINT SUB REGISTRA	AR	Full Name		THE POONA GUJARA	TI KELAVANI MANDAL	
Location PUNE		* .			ė	
Year 2017-2018 One Time		Flat/Block No.		Plot No 1 Survey No.63	3 Hissa No.2	
Account Head Details	Amount In Rs.	Premises/Build	ling			
0030046401 Stamp Duty	13500000.00	Road/Street	i)	Kondhwa Budruk		
0030063301 Registration Fee	30000.00	Area/Locality		Pune		
		Town/City/Dist	rict			
		PIN		4	1 1 0 4 1	
		Remarks (If Ar	ıy)			
		PAN2=AAATP2	2754L	SecondPartyNaGe=SH	POONA GUJARATI	
10 c 9°	9 2	BANDHŲ SAM	101	A A A A A A A A A A A A A A A A A A A	CULTRAR	
Total	1,35,30,000.0		One Gr	ofe Thirty Fixe Lake The	ny Tryusand Rupees	
Payment Details BANK OF MAHARASH			FOR USE IN RECEIVIN	G BANK 1.		
Cheque-DD Details _	<u>ik</u>	Bank CIN R	Ref. No.	0230004201710136	88697 001441810	
Cheque/DD No.		Bank Date F	RBI Date	e 13/10/2017-10:27:2	9 Not Verified with RBI	
Name of Bank		Bank-Branch		BANK OF MAHARA	ASHTRA	
Name of Branch		Scroll No. , Da	ale	Not Verified with S	croll	

Mobile No. : Not Available
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 कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे . नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु

N. R. Desai

OONA GUJRATI 9ANONO W \$\frac{1}{24473578}

\* PUNE

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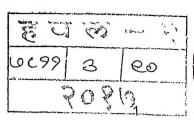
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Print Date 14-10-2017 02:50:57

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## SALE DEED

This <u>SALE DEED</u> is executed here at Pune, on this <u>10</u> day of <u>north</u> month of the year 2017,

between

SHRI POONA GUJARATI BANDHU SAMAJ (PAN: AAA T P 2754 L), a public charitable trust, registered under the Bombay Public Trusts Act, 1950 (now, the Maharashtra Public Trusts Act), at PTR No.F-96/Pune, having its registered office at CTS No.953/1/3, Budhwar Peth, Bohari Ali, Popatlal Shah Smarak Trust Building, Pune 411002, represented by its duly authorized president trustee (under Resolution dated 29.09.2017 of BOT),

[1] **NITINBHAI RAOJIBHAI DESAI** [PAN: ABO P D 1864 A], aged about 73 years, occ: business, residing at 457, Sindh Housing Society, Baner Road, Pune 411007,

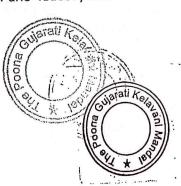
[2] BHARAT KESHAVLAL SHAH, [PAN: ADX PS 3821 M], aged about 67 years, occ: business, residing at, 12, Mukund Nagar, Sujay Garden, Bungalow No.27, Pune Satara Road, Marketyard, Pune: 411 037, ...hereinafter called as the "VENDOR", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, administrators and assigns, ...of the ONE PART,

and

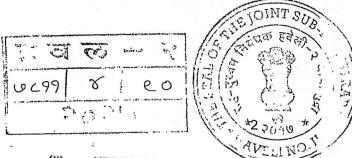
THE POONA GUJARATI KELAVANI MANDAL (PAN: AAA T T 6313 P) a public charitable trust, registered under the Bombay Public Trusts Act, 1950 (now, the Maharashtra Public Trusts Act) at PTR No.F-136/Pune, having its registered office at CTS No. 1433, Kasba Peth, Pune 411011, represented by its duly authorized trustee (under Resolution dated 03.10.2017 of BOT)

(i) HARIKRISHNA GHANSHYAMDAS SHAH [PAN: ADW P S 9390 N], aged about 62 years, occ: Business, residing at "Harsh", 2, Rameshwardham Apartments, Next to Anand Park Society, Off Shankar Sheth Road, Pune 411037, and





N.R. Jesai



(ii) KIRIT RAMANLAL SHAH [PAN: ADW P S 9391 P], aged about 7 years, occ: business, residing at 1079/20, Gokhale Road, "The Acropolis", Flat No.201, Shivaji Nagar, Opp. Firodia Garden, Pune 411016,

...hereinafter called as the "PURCHASER", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, administrators and assigns, ...of the OTHER PART,

### WHEREAS,

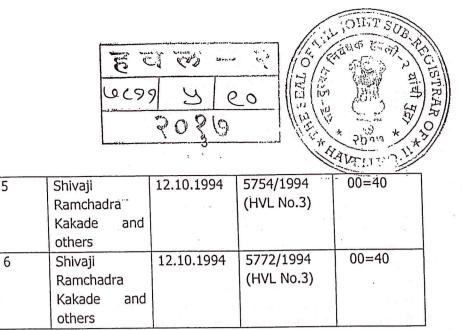
a. all that land admeasuring "Hectare 02=40 Are", out of the land, bearing new Survey No.63, Hissa No.2, (old Survey No.99, Hissa No.2), in all admeasuring "Hectare 06=19 Are", (inclusive of Pot Kharaba Hector 00=07 Ares), situate at village Kondhwa Budruk of City of Pune, Taluka Haveli, District Pune, more particularly described in <a href="SCHEDULE-1">SCHEDULE-1</a> given hereto and delineated in the map annexed herewith (hereinafter referred to as the said "LARGER LAND") is owned by the Vendor, having purchased it from its previous owners by following instruments of sale:

Serial No.	Name of the Previous	Sale Deed	Haveli/ Registration	Area "Hect.Are"
	Owner		No.	TICCLAIC
1	Shivaji Ramchadra Kakade and others	14.09.1994	5001/1994 (HVL No.3)	00=40
2	Shivaji Ramchadra Kakade and others	10.12.1994	5626/1994 (HVL No.3)	00=40
3	Shivaji Ramchadra Kakade and others	12.10.1994	5698/1994 (HVL No.3)	00=40
4	Shivaji Ramchadra Kakade and others	12.10.1994	5709/1994 (HVL No.3)	00=40







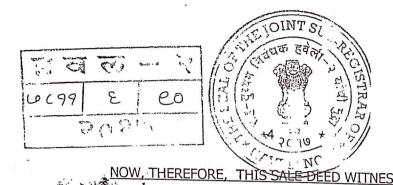


- b. the Vendor has drawn the plans for sub-division layout of the said Larger Land in conformity with the concerned Development Control and Promotion Regulations for Pune Municipal Corporation 2017 whereby it is proposed to sub-divide the Larger Land into separate plots as delineated in the map annexed herewith, for being submitted for approval to the Municipal Corporation of the City of Pune entirely at the cost and expenses of the Vendor,
- c. the Vendor and the Purchaser; both are public charitable trusts, and pursuant to negotiations taken place on number of occasions between their respective Board of Trustees, for better utilization of resources and pursuing their respective objects, the Vendor by Memorandum of Understanding dated 01.04.2017, agreed to sell, assign, transfer and otherwise convey all that tentative plot No.1, admeasuring "Hectare 00=74.41 Are" (7,441.00 sq.mt.). lying on the northern side, in a triangular shape, out of proposed subdivision layout of the said Larger Land, more particularly described in <u>SCHEDULE-2</u> given hereto and delineated in the map annexed herewith (hereinafter referred to as the said "PLOT", which is the subject matter of this instrument) unto and in favour of the Purchaser, for and at the *lump sum* price as hereinafter mentioned,
- d. the Hon'able Joint Charity Commissioner Pune under the provisions of Section 36 of the Maharashtra Public Trusts Act, *vide* its order dated 25.09.1971 passed in Application No.40/2017 (*which is annexed herewith*), permitted the Vendor to sell the said Plot unto and in favour of the Purchaser for the approved price,
- e. pursuant thereto, the Vendor by this instrument, sold, assigned, transferred and otherwise conveyed the said Plot, unto and in favour of the Purchaser, for and at the *lump sum* price agreed and approved, as hereinafter mentioned,









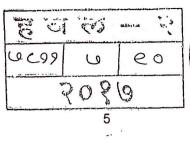
- 1. The Vendor hereby sold, assigned transferred and otherwise absolutely conveyed, the said Plot (described in <u>SCHEDULE-2</u> given hereto and delineated in the map annexed herewith) free from encumbrances and without any reservation, unto and in favour of the Purchaser, and the Purchaser accordingly acquired and purchased the said Plot from the Vendor, for and at the *lump sum* all inclusive price of Rs.22,50,00,000/- (twenty two crore fifty lakh only) paid by the Purchaser to the Vendor.
- 2. In consideration of said sale, assignment, transfer and otherwise absolute conveyance of the said Plot by the Vendor, to the Purchaser, the Purchaser paid the said total *lump sum* all inclusive price of Rs.22,50,00,000/- (twenty two crore fifty lakh only), to the Vendor, as under:

Amount (Rs)	Particulars
Rs.50,00,000/-	The Purchaser paid the amount mentioned across hereto, by duly drawn crossed cheque No.244272 dated 01.04.2017 drawn on ICICI Bank, Raviwar Peth, branch, Pune, on execution of MOU as mentioned above, to and in the name of the Vendor as and towards the price of the said Plot receipt of the amount whereof, is hereby acknowledged by the Vendor.
Rs.1,75,00,000/-	The Purchaser paid the amount mentioned across hereto, by duly drawn Demand Draft No.011105 dated 26.07.2017 drawn on ICICI Bank, Raviwar Peth branch, Pune, to and in the name of the Vendor as and towards the price of the said Plot receipt of the amount whereof, is hereby acknowledged by the Vendor.
Rs.2,20,50,000/-	The Purchaser paid the amount mentioned across hereto, by duly drawn crossed cheque No.101646 dated 16.10.2017 drawn on ICICI Bank, Raviwar Peth Branch, Pune, to and in the name of the Vendor as and towards the









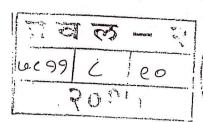


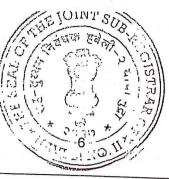
		price of the said Plot receipt of the amount			
	_	whereof, is hereby acknowledged by the			
		Vendor.			
-	Rs.4,50,000/-	Amount equivalent to 1% of the entire price,			
	13.1/30/000/	is being deducted and being separately paid			
		to the concerned authorities as and towards			
		TDS under section 194-IA of the Income Tax			
		A Section of the Control of the Cont			
		Act 1961, in the name of the Vendor.			
		TDC contigues to			
		The Purchaser shall issue TDS certificate to			
		that effect to the Vendor forthwith.			
	Rs.3,96,00,000/-	awn on ICICI Bank, Raviwar Peth Branch, une, to and in the name of the Vendor as not towards the price of the said Plot receipt the amount whereof, is hereby eknowledged by the Vendor.  mount equivalent to 1% of the entire price, being deducted and being separately paid to the concerned authorities as and towards DS under section 194-IA of the Income Tax			
		dated cheque No. 101647 dated 09.04.2018			
Ì		drawn on ICICI Bank, Raviwar Peth Branch,			
1		Pune, to and in the name of the Vendor as			
		and towards the price of the said Plot receipt			
		of the amount whereof, is hereby			
		acknowledged by the Vendor.			
	Rs.4,00,000/-				
	1.5. 1/55/555/				
		The state of the s			
		Act 1961, in the name of the Vendor.			
		Act 1501, if the name of the vendor			
	2	The Purchaser shall issue TDS certificate to			
		that effect to the Vendor forthwith.			
	D- 2.00 00 000	A CONTRACTOR OF THE PARTY OF TH			
	Rs.3,96,00,000/				
		across hereto, by duly drawn crossed <i>post</i>			
		dated cheque No. 101648 dated 06.10.2018			
		drawn on ICICI Bank, Raviwar Peth Branch,			
		Pune, to and in the name of the Vendor as			
		and towards the price of the said Plot receipt			
		of the amount whereof, is hereby			
		acknowledged by the Vendor.			
	Rs.4,00,000	/- Amount equivalent to 1% of the entire price,			
		is being deducted and being separately paid			
		to the concerned authorities as and towards			
		TDS under section 194-IA of the Income Tax			
		Act 1961, in the name of the Vendor.			









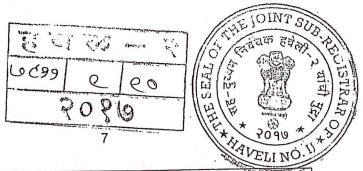


	The state of the s
All The second s	"UI IT 22 Afra at Land
	The Purchaser shall issue TDS certificate to that effect to the Vendor forthwith.
Rs.3,96,00,000/-	The Purchaser paid the amount mentioned across hereto, by duly drawn crossed post dated cheque No. 101649 dated 04.04.2019 drawn on ICICI Bank, Raviwar Peth Branch, Pune, to and in the name of the Vendor as and towards the price of the said Plot receipt of the amount whereof, is hereby acknowledged by the Vendor.
Rs.4,00,000/-	Amount equivalent to 1% of the entire price, is being deducted and being separately paid to the concerned authorities as and towards TDS under section 194-IA of the Income Tax Act 1961, in the name of the Vendor.
	The Purchaser shall issue TDS certificate to that effect to the Vendor forthwith.
Rs.1,98,00,000/-	The Purchaser paid the amount mentioned across hereto, by duly drawn crossed post dated cheque No. 101650 dated 01.10.2019 drawn on ICICI Bank, Raviwar Peth Branch,, Pune, to and in the name of the Vendor as and towards the price of the said Plot receipt of the amount whereof, is hereby acknowledged by the Vendor.
Rs.2,00,000/-	Amount equivalent to 1% of the entire price, is being deducted and being separately paid to the concerned authorities as and towards TDS under section 194-IA of the Income Tax Act 1961, in the name of the Vendor.  The Purchaser shall issue TDS certificate to that effect to the Vendor forthwith.
Rs.1,98,00,000/-	The Purchaser paid the amount mentioned across hereto, by duly drawn crossed post dated cheque No. 101651 dated 29.03.2020 drawn on ICICI Bank, Raviwar Peth Branch, Pune, to and in the name of the Vendor as









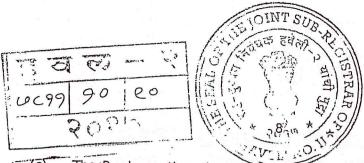
and towards the price of the said Plot receipt of the amount whereof, is hereby
acknowledged by the Vendor.
Amount equivalent to 1% of the entire price, is being deducted and being separately paid to the concerned authorities as and towards TDS under section 194-IA of the Income Tax Act 1961, in the name of the Vendor.
The Purchaser shall issue TDS certificate to that effect to the Vendor forthwith.
The Purchaser paid the amount mentioned across hereto, by duly drawn crossed post dated cheque No. 101652 dated 25.09.2020 drawn on ICICI Bank, Raviwar Peth Branch,, Pune, to and in the name of the Vendor as and towards the price of the said Plot receipt of the amount whereof, is hereby acknowledged by the Vendor.
Amount equivalent to 1% of the entire price, is being deducted and being separately paid to the concerned authorities as and towards TDS under section 194-IA of the Income Tax Act 1961, in the name of the Vendor.  The Purchaser shall issue TDS certificate to that effect to the Vendor forthwith.
Total amount (twenty two crore fifty lakh only) paid by the Purchaser to the Vendor.

3.(a) The Vendor hereby, granted, delivered and handed over, vacant and peaceful possession of the said Plot to the Purchaser.

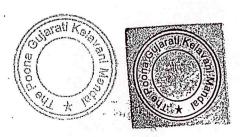
(b) The Purchaser hereby, confirmed and acknowledged to have received vacant and peaceful possession of the said Plot from the Vendor.



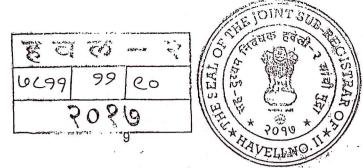




- (c) The Purchaser thus, is now in occupation and possession of the said Plot as the absolute owner.
- The Vendor hereby declared and assured the Purchaser that,
- (a) the Vendor is perfectly entitled to hold, occupy and possess the said Plot, and except the Vendor, no other person has any right, title, interest or claims relating thereto,
- (b) all rights, title, interest and claims of the Vendor relating to the said Plot, are free from encumbrances and are perfectly marketable,
- (c) the said Plot or any of the rights, title, interest or claims of the respective Vendor therein, have not been mortgaged, nor hypothecated, nor pledged nor sold, nor transferred in any other manner, nor leased, nor subjected to any rights of any nature by the Vendor,
- (d) the Hon'ble Additional Charitable Commissioner Pune, under the provisions of Section 36 of the Maharashtra Public Trusts Act, vide its order dated 25.09.2017 passed in Application No.40/2017 (which is annexed herewith) permitted the Vendor to sell the said Plot unto and in favour of the Purchaser for the price as mentioned in this instrument,
- (e) there is no impediment or prohibitory orders of any nature under any concern statute, rule, regulation, order of any courts or any other statutory authority, for sale of the said Plot by the Vendor,
- (f) the Vendor has not done any act or omission resulting into or have neither mortgaged nor gifted nor sold nor leased nor parted possession with nor created any third party interest in or relating to or over the said Plot or any part thereof, nor agreed expressly or impliedly to do so,
- (g) the said Plot is neither requisitioned nor acquired nor reserved, for any other purposes, nor the notices thereof, have been received by the Vendor, nor the same have been notified for the same, under any of the statute,





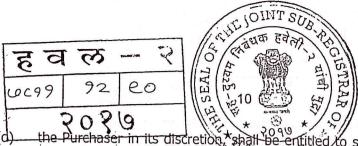


- (h) all outgoings such as taxes, cess or charges levied on the said Plot till today, under any statute/ enactment/ rules/ regulations/ any contract, by any statutory authority including the Municipal Corporation of the City of Pune till today have been satisfactorily paid by the Vendor,
- (i) in the event of any encumbrance or third party interest or arrears of any nature is found to have been levied and/or payable relating to the said Plot by the concerned Vendor, the Vendor undertake to pay and discharge the same at their own costs and expenses and in the event of the Purchaser is constrained to bear and pay the same, the Vendor undertake and agree to reimburse the same to the Purchaser forthwith,
- (j) the Purchaser shall be entitled to all the benefits available under any concerned statute in force or which would be in force from time to time vis a vis the said Plot, including the basic Floor Space Index ("FSI") originating from the area of the said Plot, any additional such FSI either by way of Transferable Development Rights ("TDR") or otherwise, and also the benefits pertaining to use the 'open space' of the layout in common with the Vendor.
- 5. The Vendor hereby further covenants that,
- (a) the Vendor shall, within a period of 30 (thirty) days, submit the sub-division plan of the said Larger Land for sanction to the Municipal Corporation of the City of Pune,
- (b) all expenses, charges including development charges, and fees as may be levied by the Municipal Corporation of the City of Pune, pertaining to drawing of the plans for sub-division of the said Larger Land or sanction thereof, shall be borne exclusively by the Vendor,
- (c) delay caused beyond 180 (one hundred and eighty) days in and/or failure on the part of the Vendor to seek approval and sanction to the sub-division layout of the Larger Land, shall entitle the Purchaser to get the same done on its own, at the cost and expenses of the Vendor,



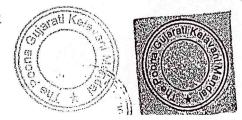






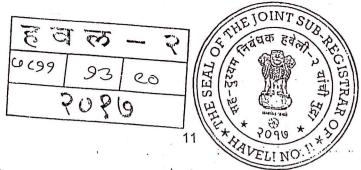
the Purchaser in its discretion, shall be entitled to seek permission or sanction to the plans for construction of the building on the said Plot together with permissible ground coverage pertaining to the said Plot in proportion to the Larger Land, treating the Larger Land as one plot, without in any way diluting the purchase of the said Plot by the Purchaser by this instrument,

- (e) the Purchaser shall also be entitled use the open space of the layout as may be sanctioned for its own use as may be permissible under concerned statute, rule or regulation, without any impediment of the Vendor or any person claiming through the Vendor,
- (f) the Purchaser shall also be entitled to effect any alteration, supplement, correction or confirmation, as may be found required incidental to sanction and/or non-sanction of the sub-division layout of the Larger Land, in this instrument as constituted attorney of the Vendor being separately executed by the Vendor consequent to this instrument.
  - (a) The Vendor doth hereby unconditionally and without any reservation, sell, assign, transfer and otherwise convey to the Purchaser the said Plot with all rights, title and interest therein.
  - (b) The Vendor doth hereby grant, sell, assign, release, convey, assure, unto the Purchaser forever all that said Plot together with all the original deeds, documents, writings and other evidence relating to the said Plot and all the estate, right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever at law and in equity of the Vendor in or upon the said Plot or any part thereof, to have and to hold all and singular the said Plot hereby granted, conveyed and assured to the Purchaser.
  - (c) The Vendor doth hereby for itself its successors, administrators and assigns, covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person claiming under it made, done, committed or omitted or knowingly suffered to the contrary in respect of the said Plot, the Vendor has in itself good title, full power and absolute authority to grant, convey and assure the said Plot hereby granted, conveyed and assured to the use of the said Purchaser.



6.





- (d) The Purchaser shall be entitled at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Plot and to receive the rents, profits etc., there from without any suit, lawful eviction, claim or demand whatsoever from the Vendor or anybody claiming under it.
- (e) The Vendor hereby covenants to do all such acts, deeds and things as may be required to assure, full, complete and better title and to record the same accordingly in various records of the said Plot unto the Purchaser forever to have and to hold, at the cost of the Purchaser.
- 7. All expenses relating to this instrument, such as stamp duty, registration fees and incidental thereto, have been, as agreed, borne by the Purchaser exclusively.

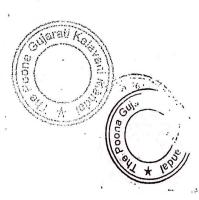
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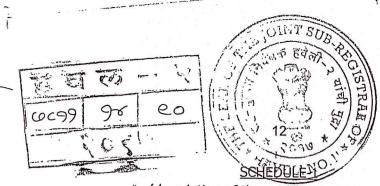
#### Stamp duty particulars

Location	The said Plot is located in village
	Kondhwa Budurk of Taluka Haveli, City
90	of Pune, as mentioned in Sector 47/628
	of Annual Ready Reckoner, 2017-18
Valuation:	Rs.15,970/- per sq.mt. prescribed rate x
Prescribed value	7,441.00 sq.mt. = Rs.11,88,33,000=00
Agreed price	Rs.22,50,00,000=00
Stamp duty	The stamp duty @ 5% on the agreed
	price being more than the prescribed
	valuation under Artilce 25(b)(i) of
Type to the second of	Schedule-I to the Maharashtra Stamp
_1 -	Act, and 1% surcharge under section
	149A of the Maharashtra Municipal
	Corporations Act, thus, aggregating to
	6%, which comes to Rs.1,35,00,000=00
	has been affixed herewith.

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(description of the said "LARGER-LAND")

All that land admeasuring "Hectare 02=40 Are", out of the land, bearing new Survey No.63, Hissa No.2, (old Survey No.99, Hissa No.2), in all admeasuring "Hectare 06=19 Are", (inclusive of Pot Kharaba Hector 00=07 Ares), situate at village Kondhwa Budruk of City of Pune, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli Pune, and the Municipal Corporation of the City of Pune, and which is bounded by

On or towards east On or towards south By Kakade Nagar Road

By Survey No.63 (part) Gangadham Shatrunjay road

On or towards west On or towards north

By Kakade Nagar Road

together with easements, appurtenances, ingress, egress and other incidental rights thereto.

0-0-0-0

#### SCHEDULE-2

(description of the said "PLOT", which is the subject matter of this instrument)

All that triangular shaped Plot No.1, being net land admeasuring "Hectare 0.74.41 Are" (7,441.00 sq.mt.) lying on northern side, out of proposed sub-division layout of all that land admeasuring "Hectare 02=40 Are", out of the land, bearing new Survey No.63, Hissa No.2, (old Survey No.99, Hissa No.2), in all admeasuring "Hectare 06=19 Are" (including fallow "Hectare 00=07 Are"), situate at village Kondhwa Budruk of City of Pune, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli Pune, and the Municipal Corporation of the City of Pune, and which is bounded by

On or towards east

Portion out of Survey No.63/2

under 24 meter wide DP Road and thereafter Kakade Nagar

Road

On or towards south

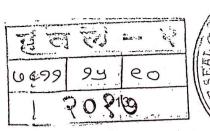
Remaining land of Survey

No.63/2









On or towards west On or towards north

Gangadham Shatrunajay Road
Portion out of Survey No.63/2

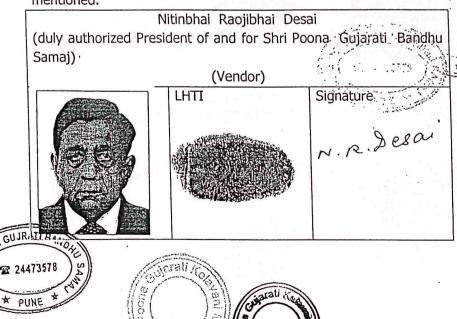
Portion out of Survey No.63/2 under 24 meter wide DP Road and thereafter junction of Gangadham Shatrunajay Road and Kakade Nagar Road

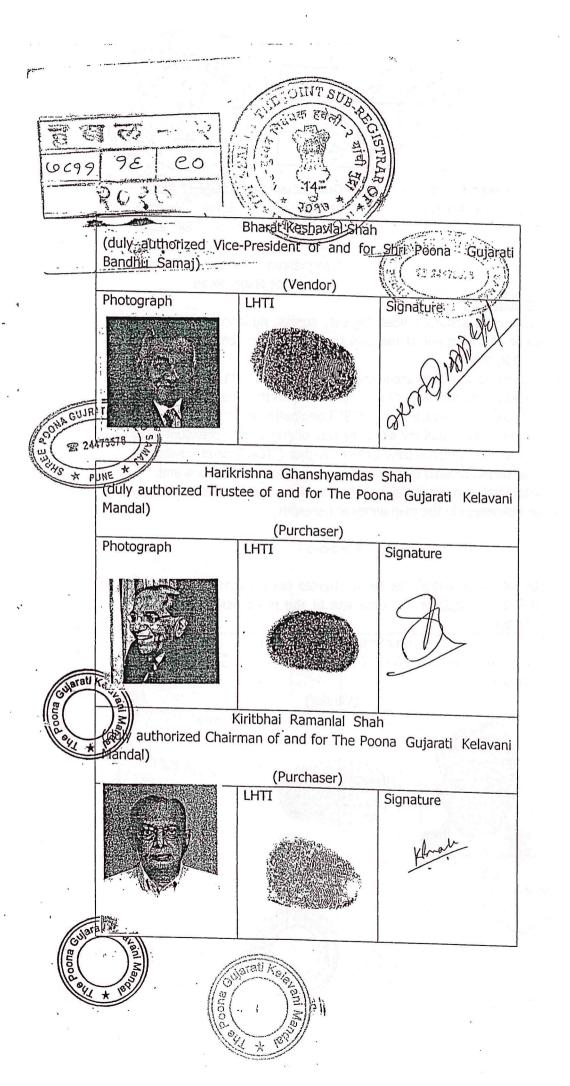
### together with

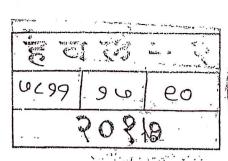
- easements, appurtenances, ingress, egress, right to use the open space of the layout of the said Larger Land, in common with the Vendor, and
- all benefits available under any concerned statute in force or which
  would be in force from time to time vis a vis the said Plot, including
  the basic Floor Space Index ("FSI") originating from the area of the
  said Plot, additional FSI either by way of payment of premium or by
  way of Transferable Development Rights ("TDR") or otherwise, as
  may be permissible under concerned statute or regulations and
- · incidental, consequential and other ancillary rights thereto, and
- as delineated in the map annexed herewith.

#### 0-0-0-0-0

In witness whereof, the parties hereto have signed and executed this <u>SALE DEED</u> on the date and at the place herein before first mentioned.







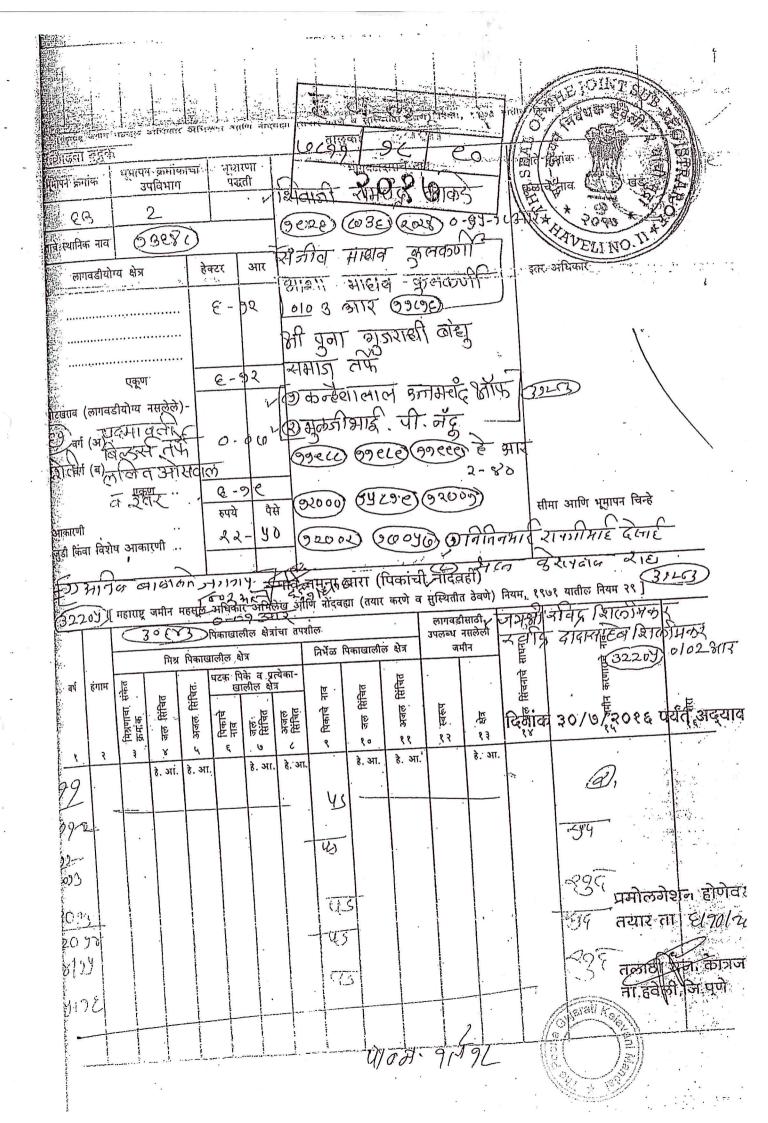


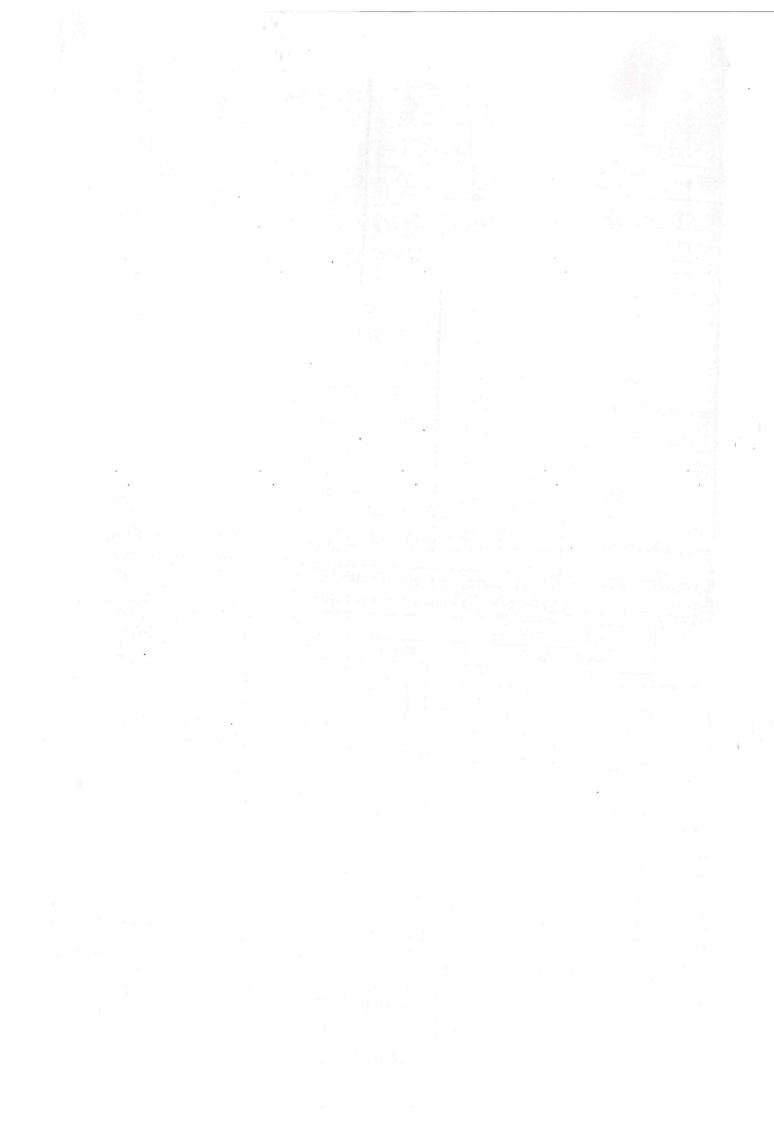
Witnesses	Signatures
Rupali Kulkanni Kaitraj, Pune 46	Phuloeru
Rupesh vijay kumar shuh padharusi Mosar H-13 Dhenkawasi puncs	5 Showing

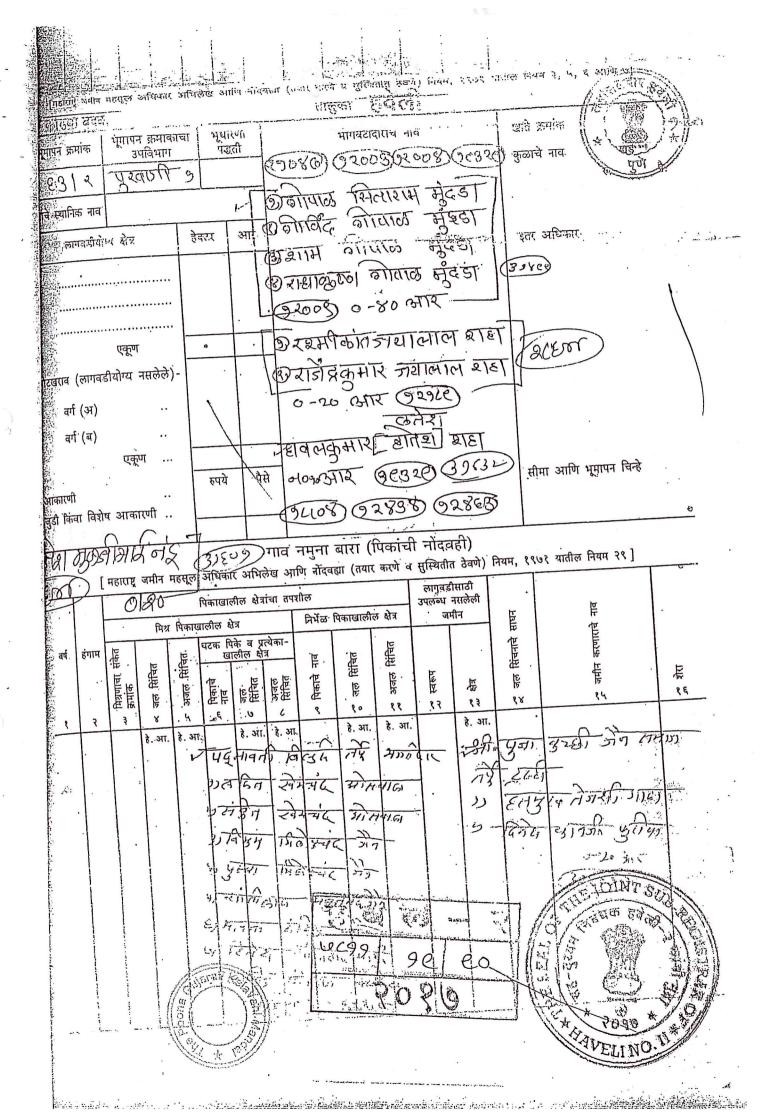


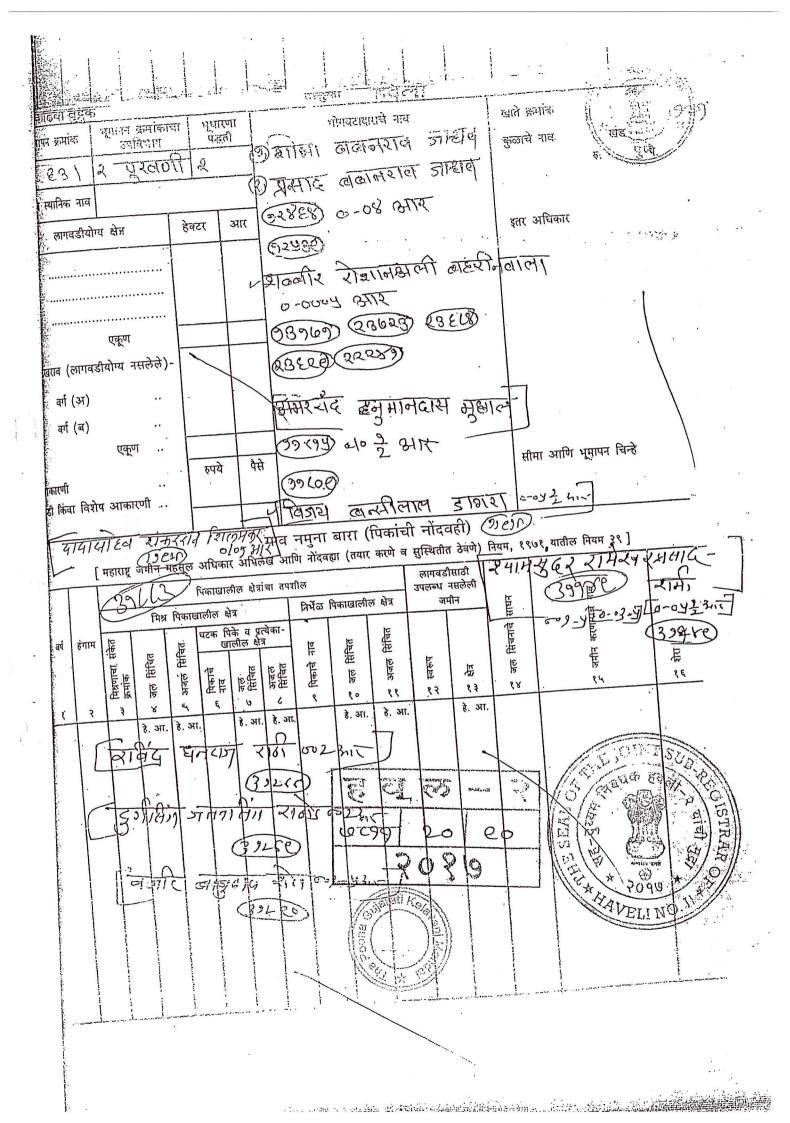


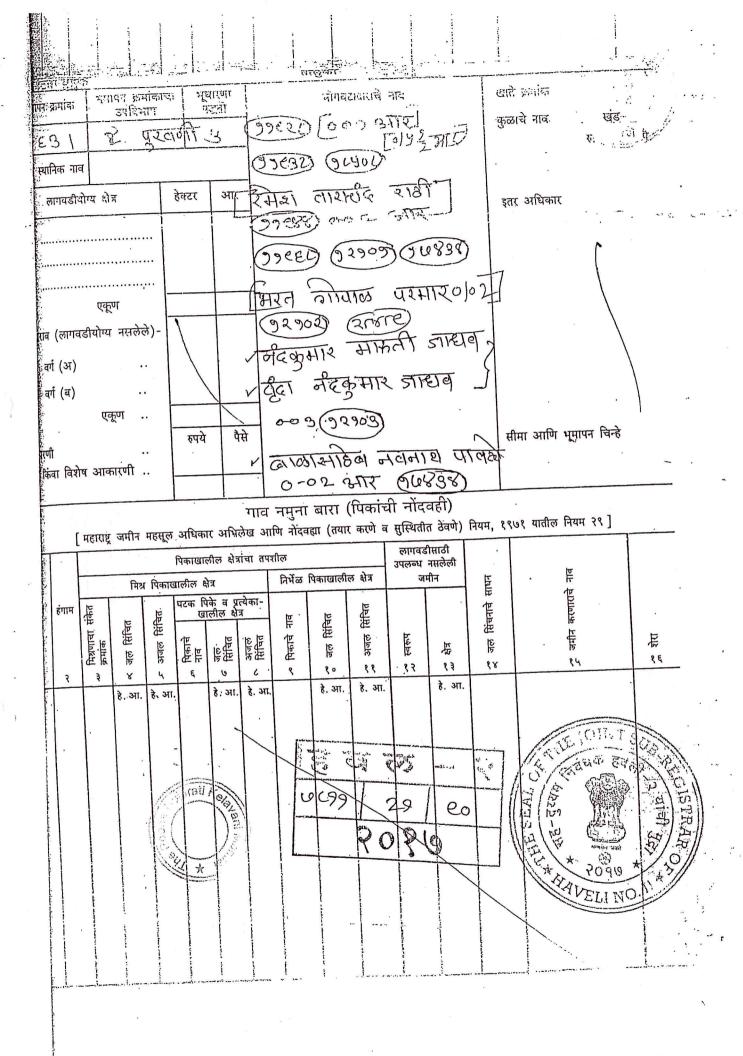
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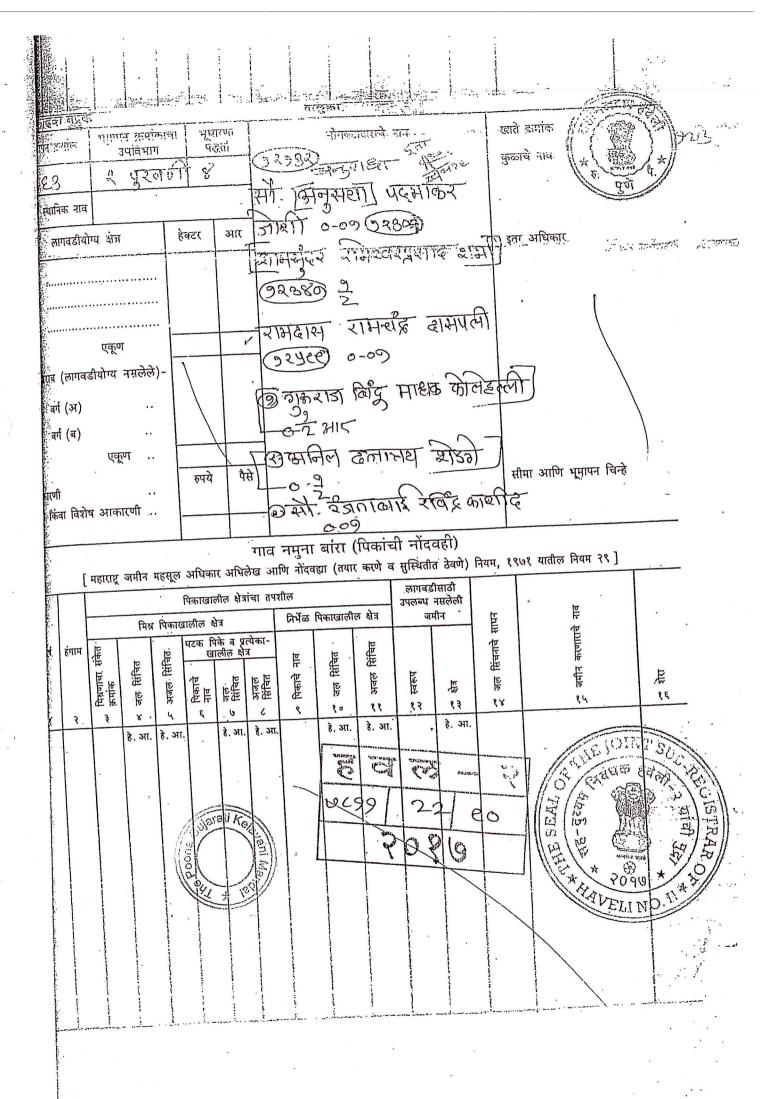




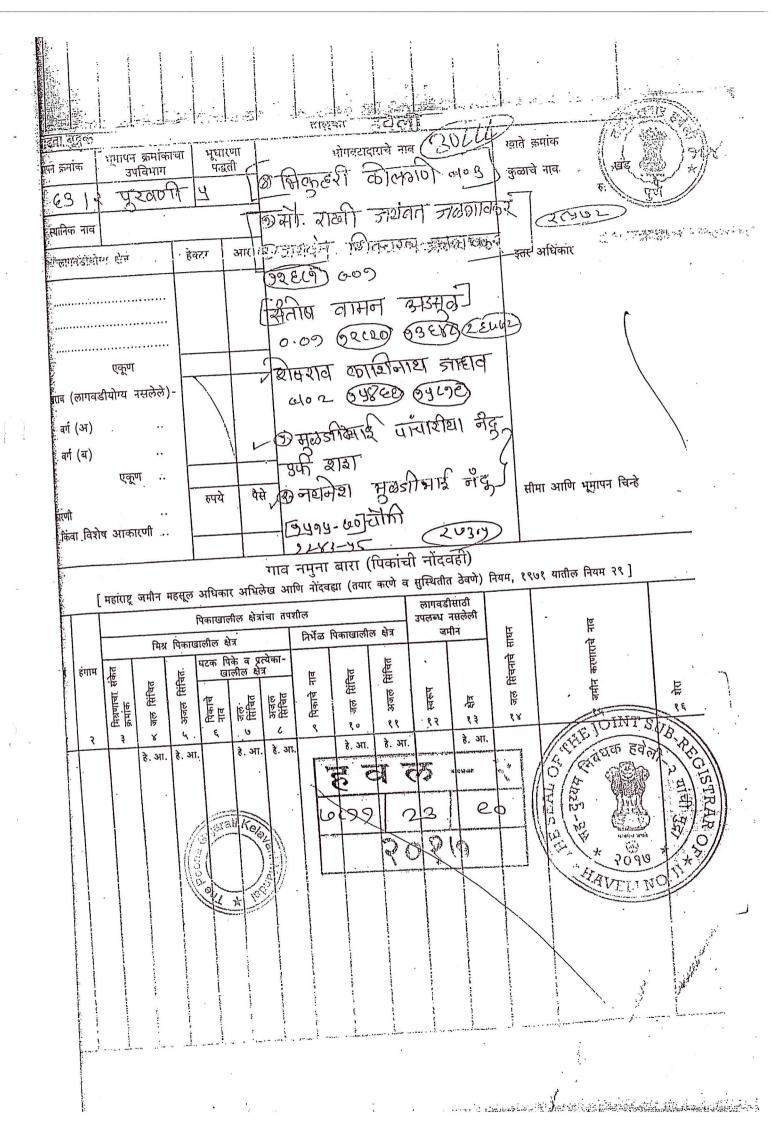


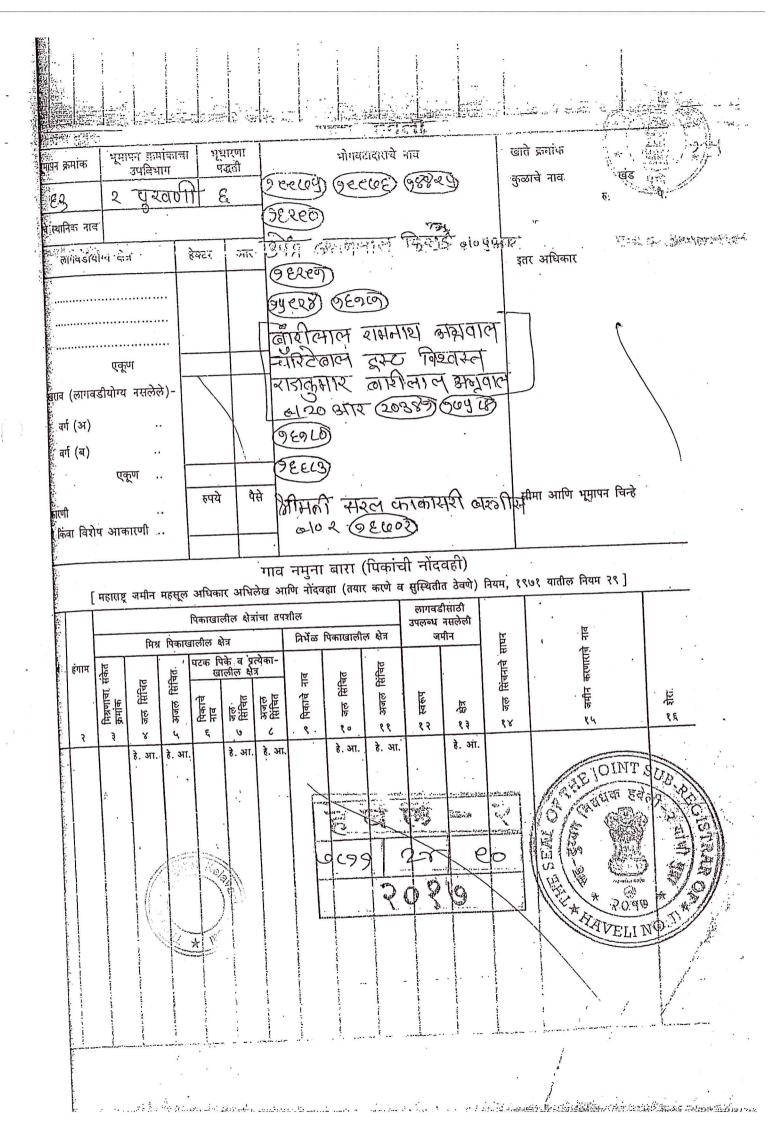


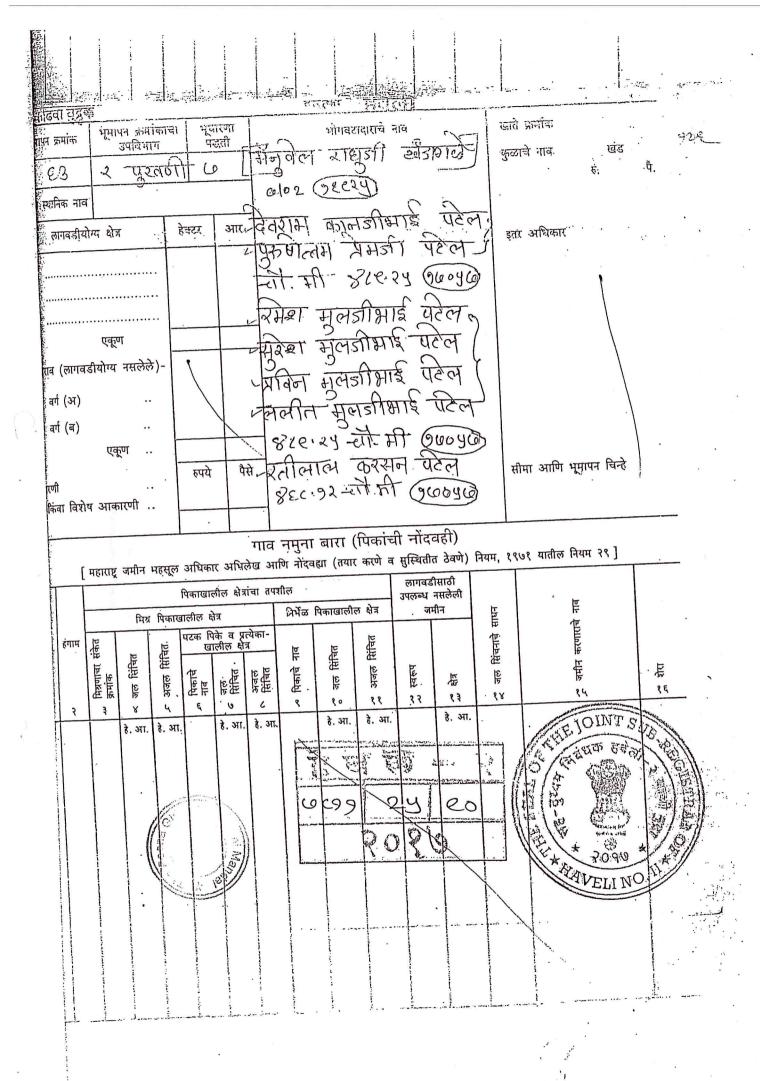




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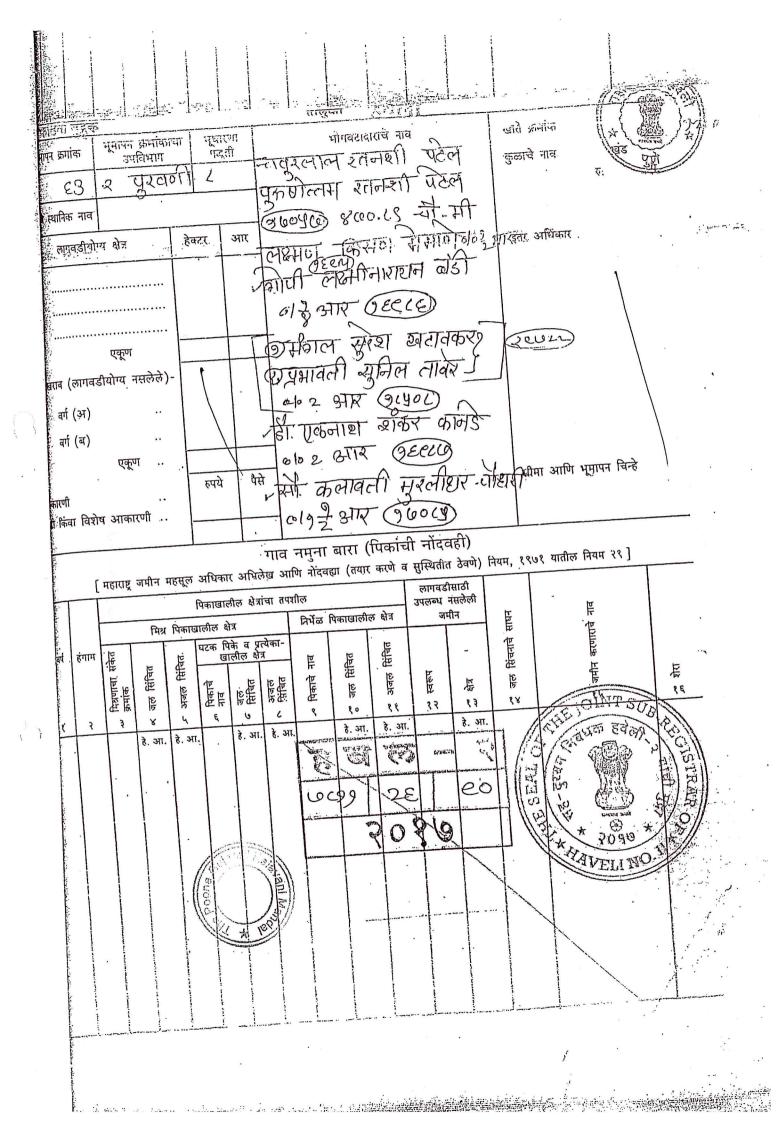






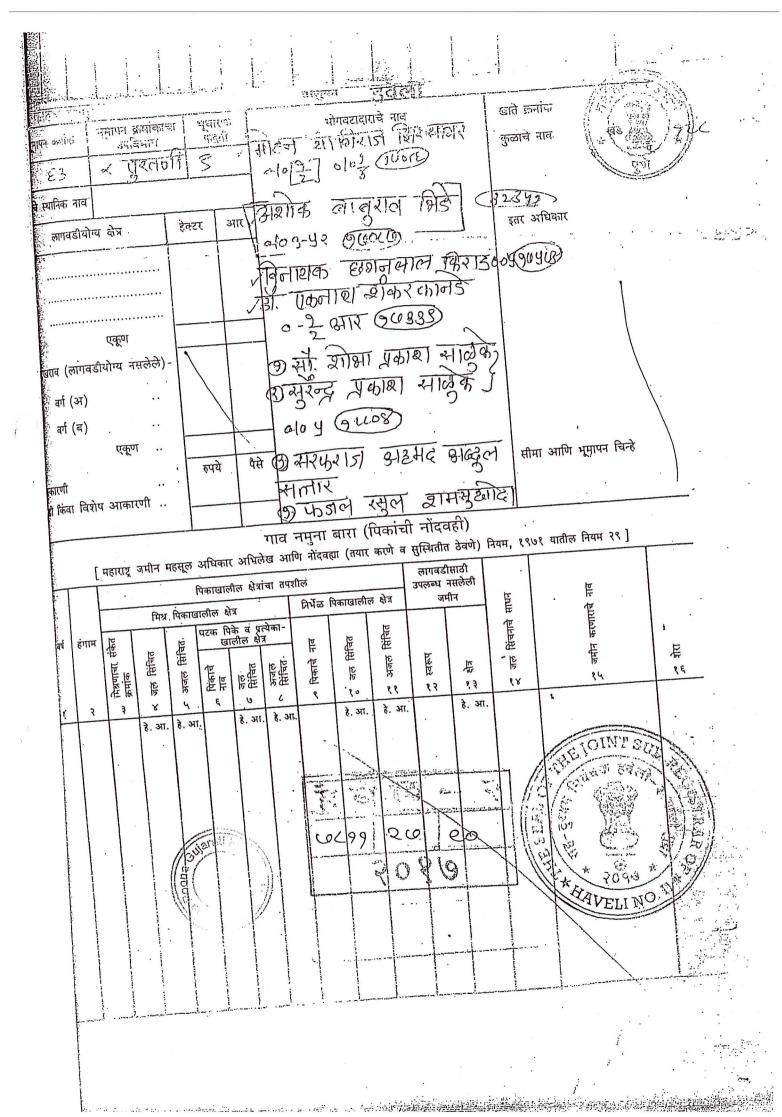
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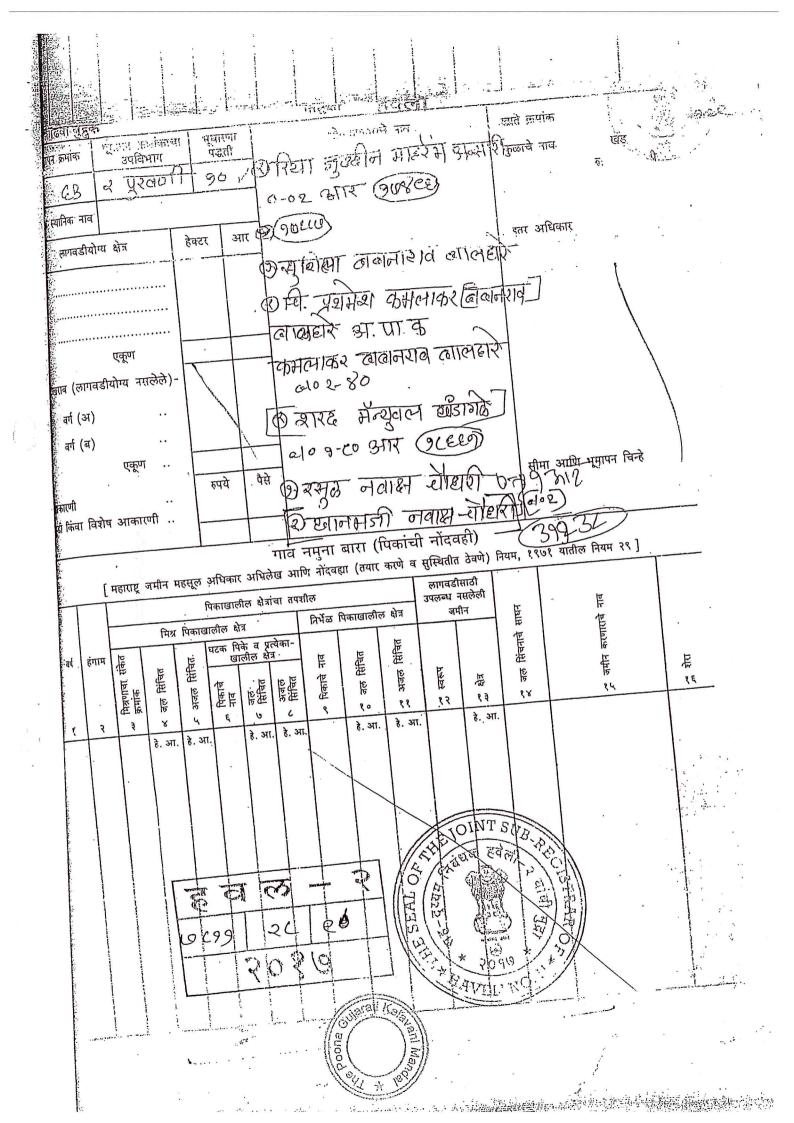
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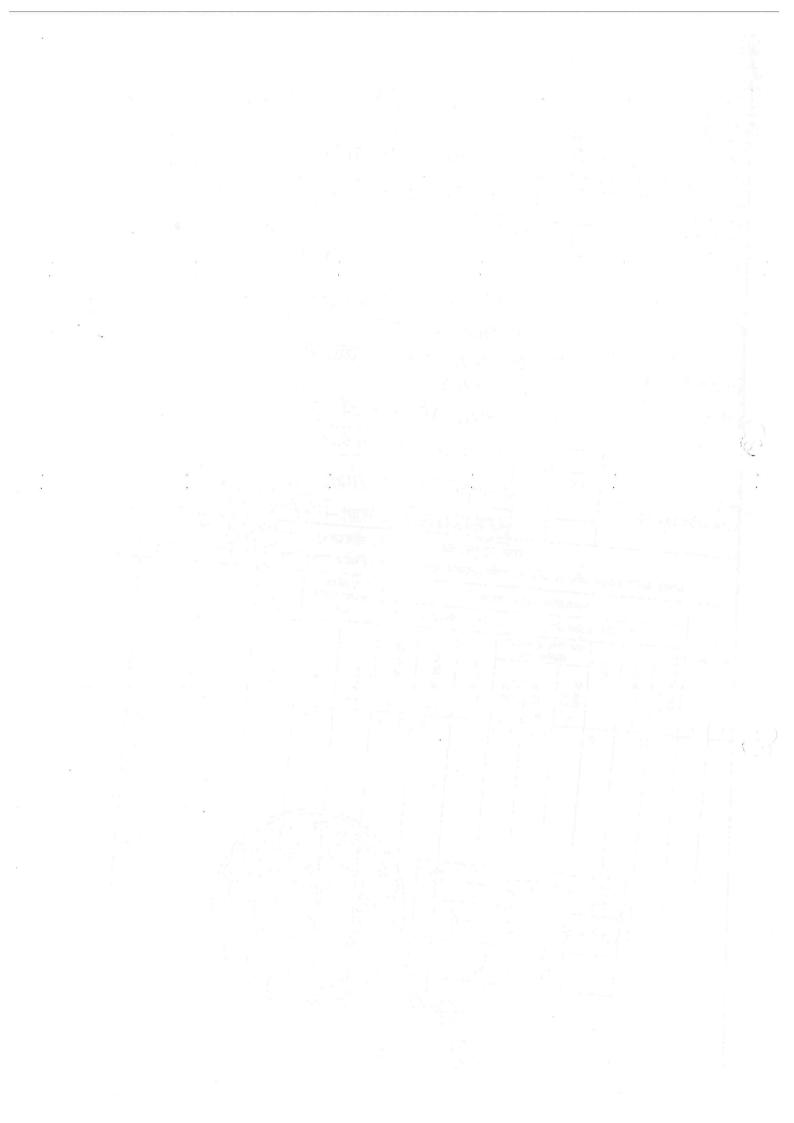


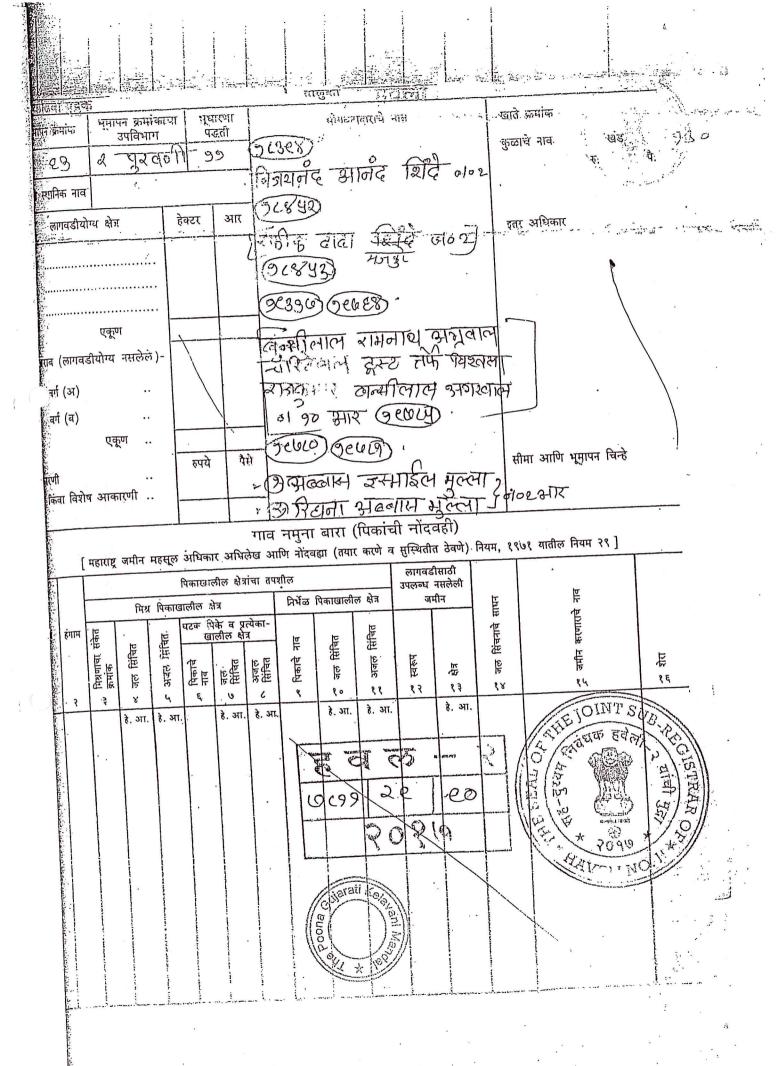
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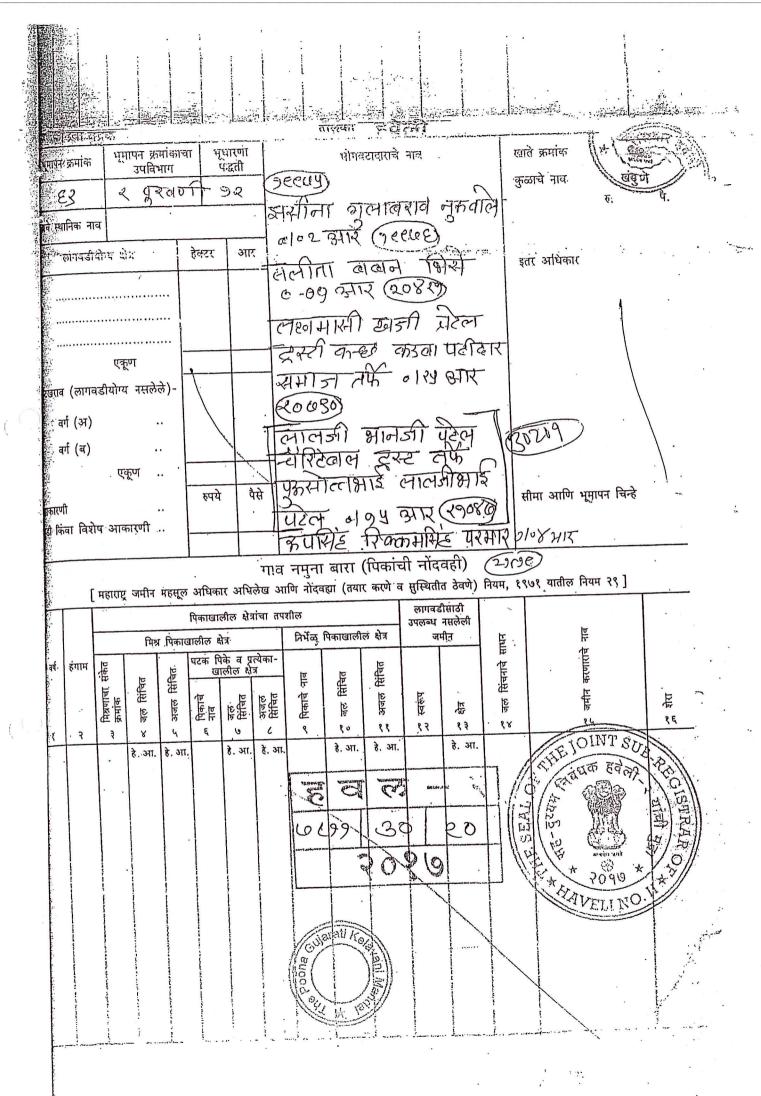
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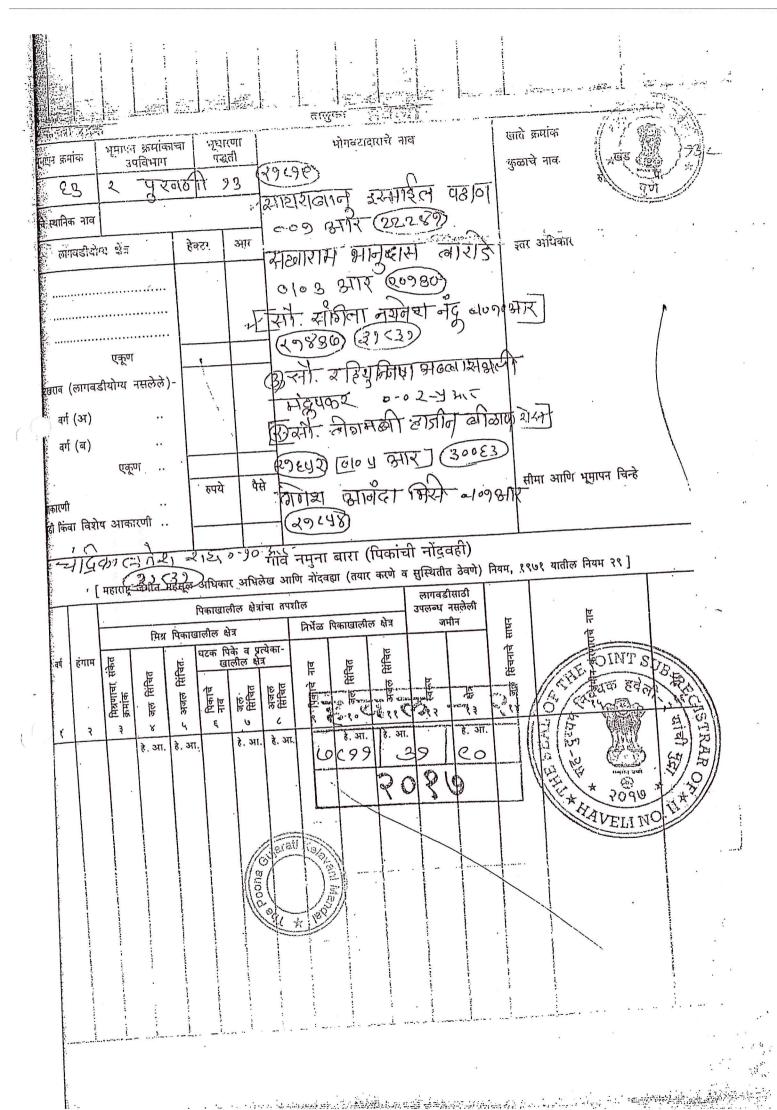




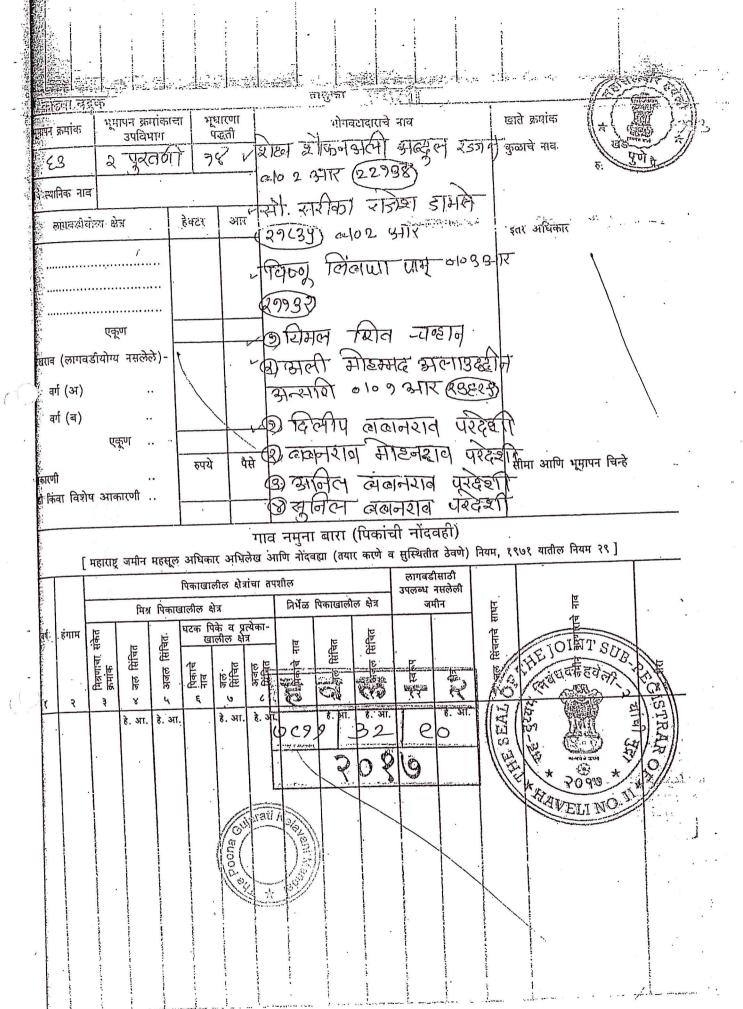


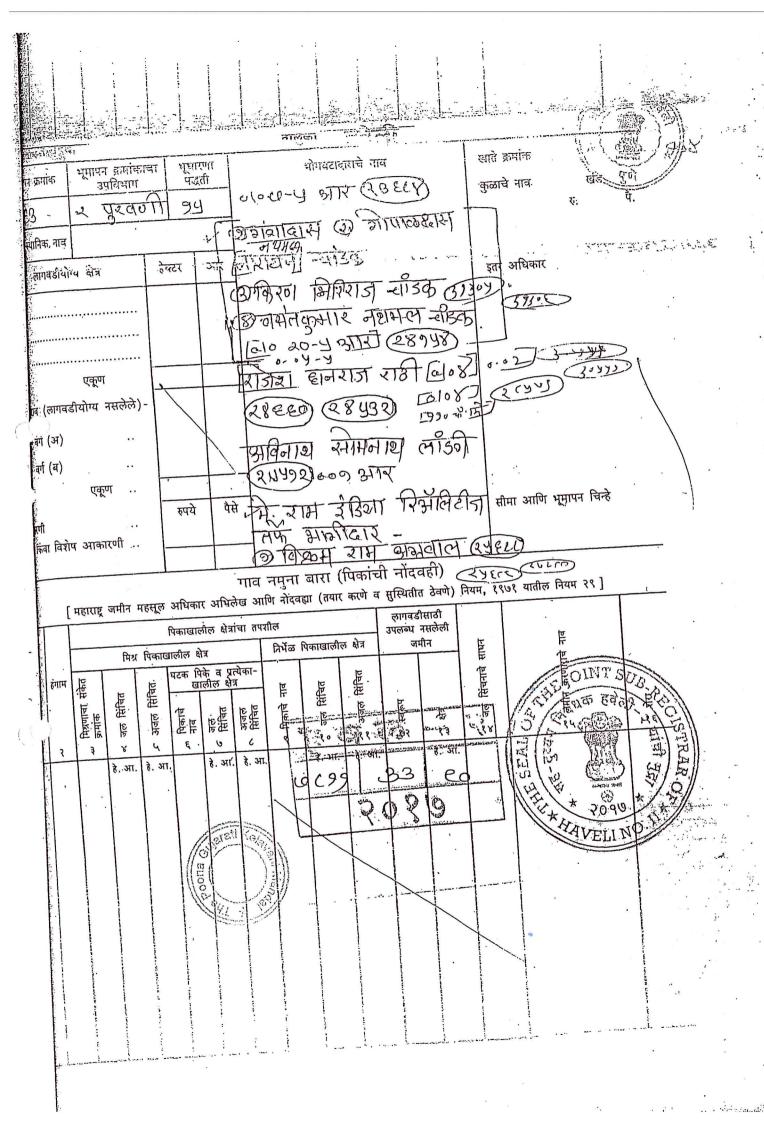


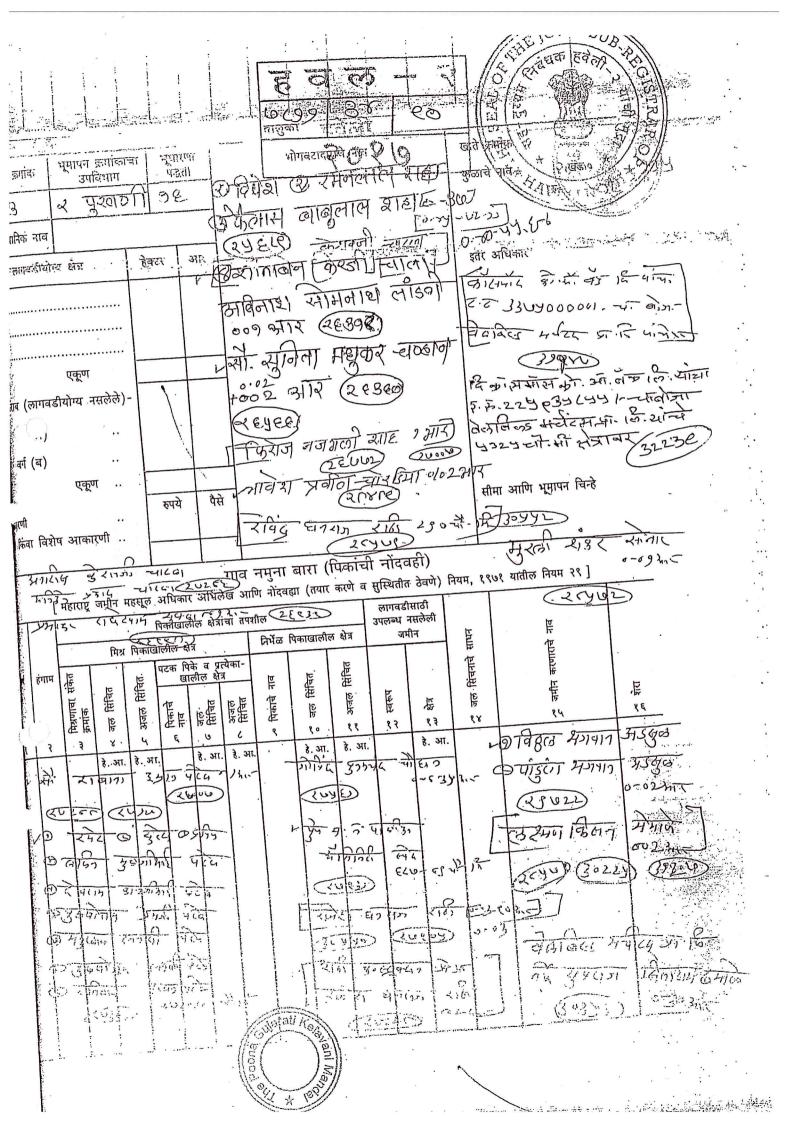
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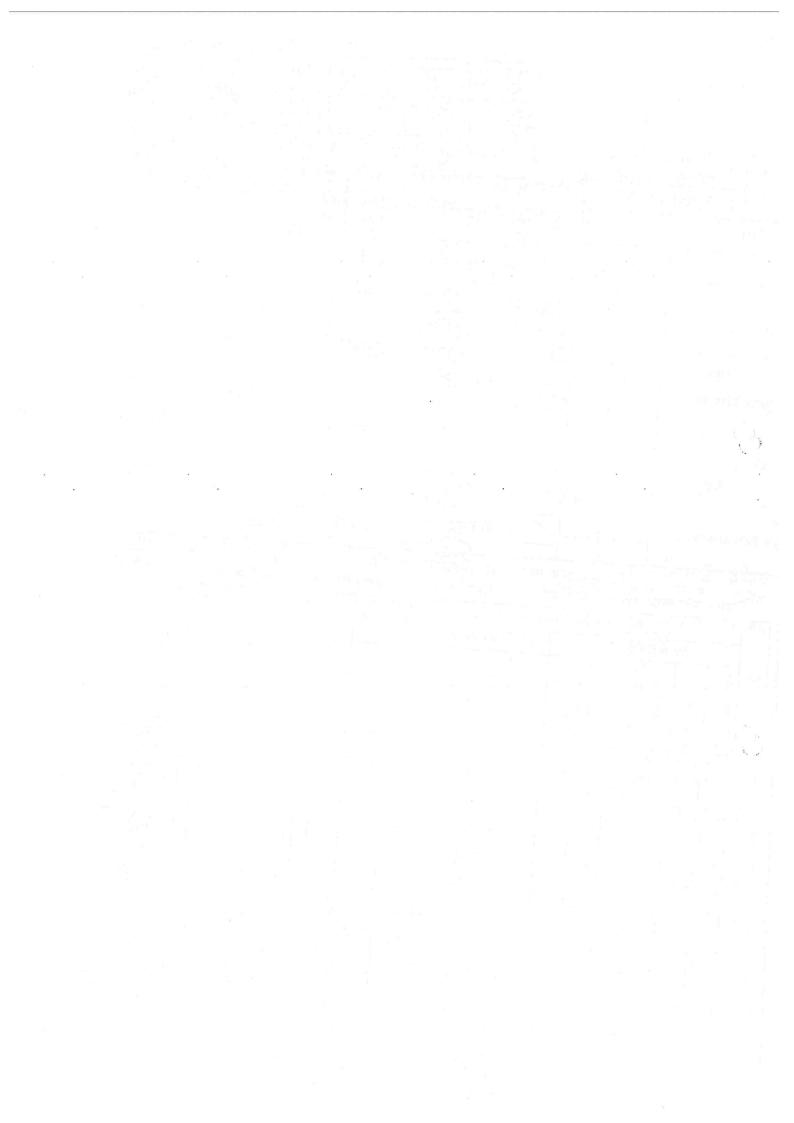


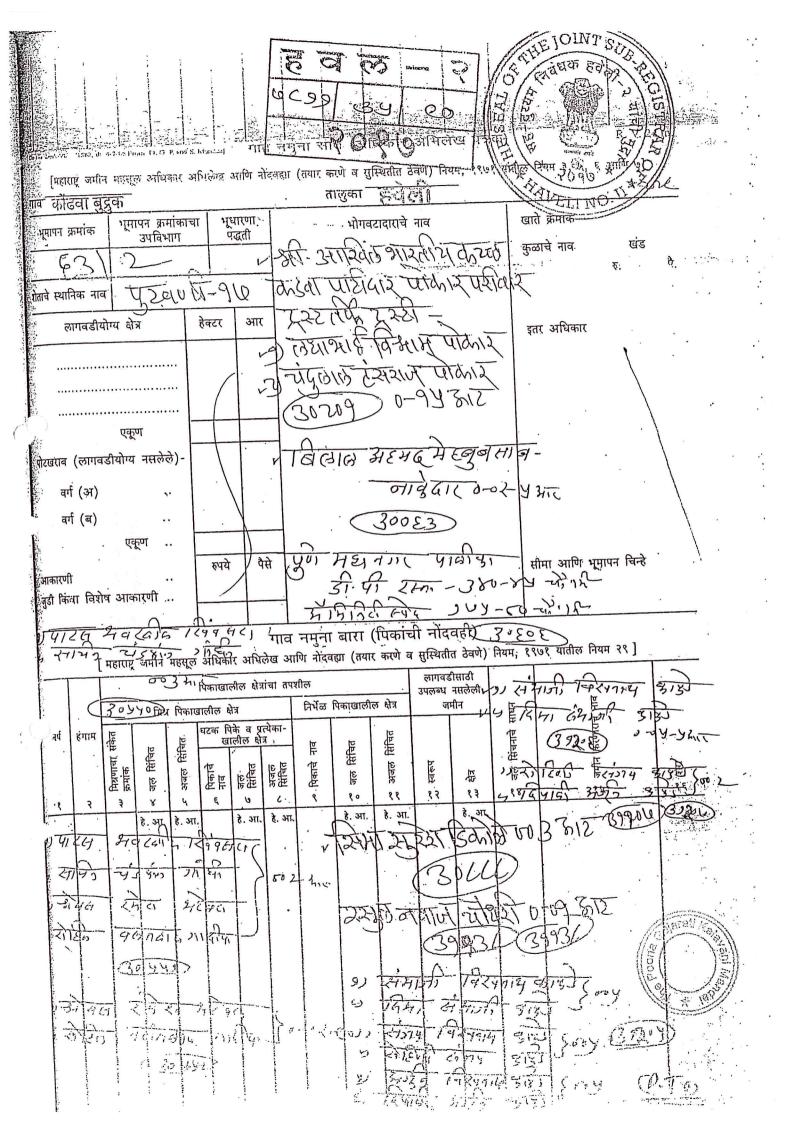
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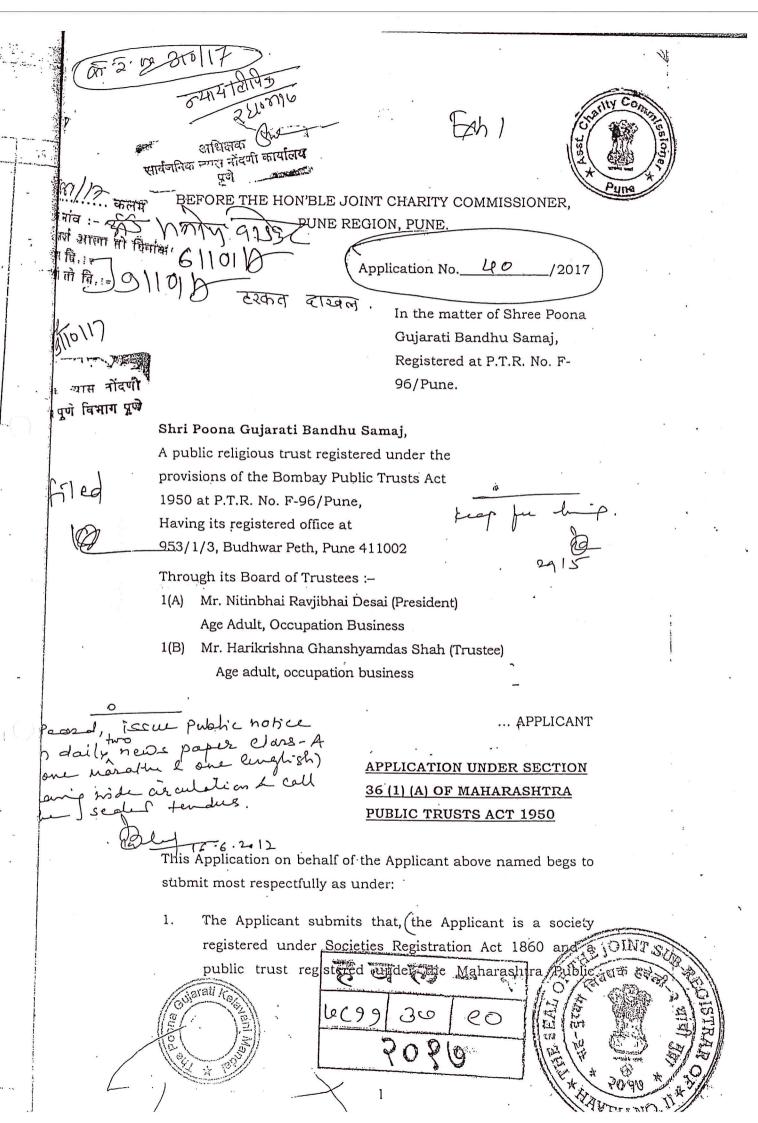










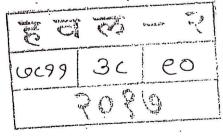


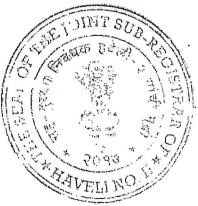
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Trusts Act, 1950, and is registered at P.T.R. No. F-96/Pune.)

2. (The Applicant submits that the Applicant Trust presently runs charitable and social activities established for the Gujarati community.)

Similarly, the Applicant Trust is running activities for providing a common platform to Gujarati community members in Pune by way of performing utsavs like Navratri, Diwali, Sharadotsav every year. By virtue of the same, the Applicant Trust is trying to create a pool between Maharashtrian people and the Gujarati community and to maintain harmony among the members.

Similarly, the Applicant Trust every year distributes prizes to meritorious Gujarati students from Pune who have secured good marks from 10<sup>th</sup> standard to post-graduation. By virtue of the same, the Trust tries to encourage those students to get higher education and support building of a concrete nation.

### 3. OBJECTS OF THE TRUST:

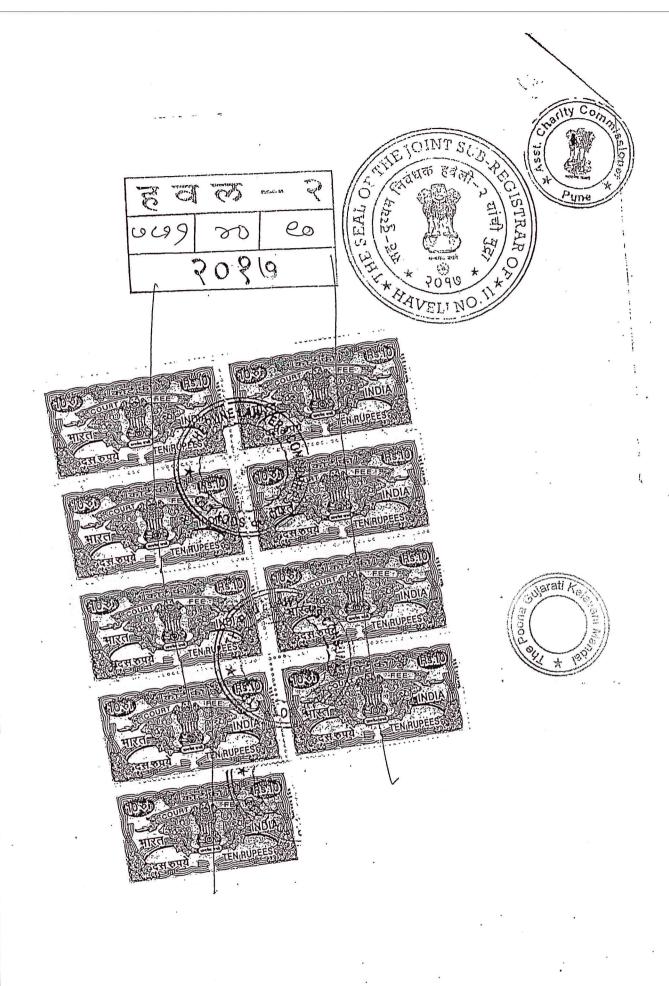
(The Objects of the Trust are mainly of Educational nature as follows:

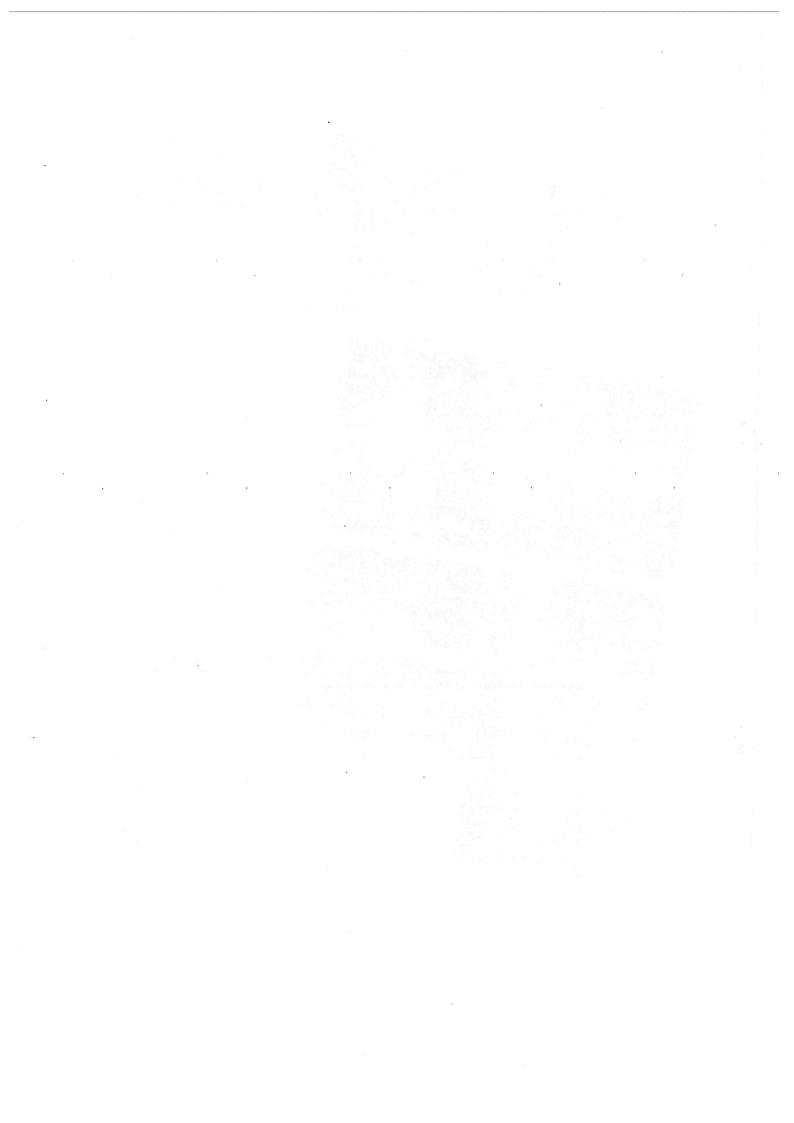
- a) For propagation of education and encouraging the young generation, the Trust shall construct hostels for students persuing studies, library, study-rooms, boarding house, sanatoriums, equipped with all facilities and amenities.
- b) To arrange seminars, meetings, lectures of renowned experts and personalities, in literatures, various sciences, developments, industries, cultural fields, arts etc. and make available auditoriums, meeting halls, offices, rest-house or any other facilities as and when found essential.

c) To arrange cultural programmes, social gatherings friendly get-together programmes, social company of the co



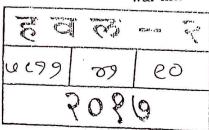
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social, cultural festivals, competitions, matches of national and international games.

- d) To work for medical aid and to arrange check-up camps, collect and record blood-groups, make available ambulance and mobile-vans for transport up to the hospitals in emergencies, maintain a data bank about the ailments, blood- groups, family circumstances of the members of the Trust.
  - e) For all- round upliftment of women, arrange their social groups, build-up and constitute charitable societies, arrange independent social, cultural programmes, debates etc.
  - f) Considering the social and cultural aspects, celebrate national, historical, preachers functions as well as of experts and renowned personalities in literature, social work, devoted workers in enlightenment of removal of pollution, addiction to vices, blind faiths, national integrity, nutrition and those for other charitable objects for the benefit of the public at large.
    - g) To make arrangements for providing vocational training, training centers for house-hold and small scale industries and those promoted by the Khadi and Village Industries Commission (KVIC) and the Council for Advancement of Peoples Action and Rural Technology (APART) so as to reduce unemployment.
      - h) To give donations to other registered public charitable institutions (societies or Trusts) working for similar objects those of this Trust, which for want of sufficient funds or for any other causes or purposes cannot be undertaken by this Trust.
        - i) To provide medical, financial aid to the orphans, disables, deserted persons. To provide ambulance and mobile medical service, conduct blood donations camps, set up first-aid centers or give any type of help for physical and mental infirmities.
        - j) To extend financial and other kind of help at the time of natural calamities like earth-quake, deluge, typhoon, war like situation, arson; prots and the like.







k) To provide and encourage the sports and games' counselling, facilities for offer and activities tournaments, kits etc.

l) To publish periodicals, books, conduct classes in in

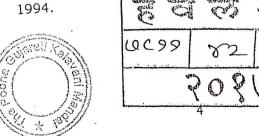
various fields of fine and traditional arts and undertake schemes for carrying out any charitable purpose for the

benefit of the public at large.

The Applicant submits that, in addition to the educational objects, the Trust desires to construct a Gujarat Bhavan and Atithi Bhavanwherein lodging and boarding facilities can be provided for Gujarati community people from all over India visiting Pune.

- The Applicant Trust also wants to construct a community hall wherein various functions and festivals can be 5. conducted with reasonable rates for members of the Gujarati community, and also wherein facilities of gathering, seminars, talks and recreational and leisure time activities can be provided for the members of the Trust.
  - The applicant submits that similarly the Trust desires to construct and run a hostel, study room, book bank and 6. library for encouraging the young generation to pursue their studies and help poor students coming to Pune to pursue their studies by making available the hostel facilities for the same.
    - The Applicant submits that, with this object, the Applicant Trust had purchased the property bearing survey No. 7. 63/2 Kondhwa Bk, Tal.Haveli, Dist.Pune. The said property was owned by various persons in part, and therefore the Applicant Trust purchased the same by way of executing in all six sale-deeds in the year 1994, and all the said sale-deeds are registered at the office of Sub-Registrar Haveli No.3, at serial Nos. 5001/1994, 5626/

1994, 5698/1994, 5709/1994, 5754/1994 and 57727





- 8. The total area of the said property is 24,072 sq.metres, i.e. 2,58,627 sq.ft.
- 9. The Applicant submits that, though the Applicant Trust had purchased the said properties in the year 1994, the Applicant Trust was not having sufficient financial resources, nor was it in a position to consider carrying out the activities of construction of any structure over the said property.

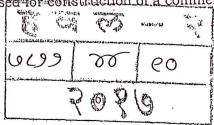


- 10. The Applicant submits that, in the Annual General Body meeting held on 13/4/2008, it was discussed about the use of the land at survey No.63/2, Kondhwa Bk., Pune, and it was held that the land should be used for development, upliftment and other useful social wellbeing purposes of Pune Gujarati community. It was also resolved that the trust should develop the land either from its own resources or should collaborate with other Gujarati social / educational institutes.
  - 11. The Applicant submits that, in order to give a concrete idea of the said desire which was expressed in the Annual General Body meeting of 2008, particularly about construction of social and educational institutes for the Gujarati community, the members of the Trust started contributing by way of ideas as to how the said property can be utilised, and pursuant to the same, in the Annual General Body meeting dated 30/1/2011, it was resolved to construct an engineering college, a management college, vocational college, Gujarati Bhavan, commercial complex, and hostel on the said property.
    - 12. The Applicant submits that, thereafter, the members of the Trust started discussing about construction of the educational college, and the predominant thought was of constructing the educational complex for Gujarati linguistic minority students.

linguistic minority trust from Pune, expressing their requirement of an area of about 80,000 sq.ft. for construction of an educational complex for the wider interests of the Gujarati community in Pune.

The said subject was considered in the meeting of the Board of Trustees of the Applicant Trust held on 12<sup>th</sup> April 2015, and it was inter alia resolved to inform all the three Gujarati minority educational institutes in Pune to submit their expression of interest in construction of the educational complex in the portion of the land of the Applicant Trust at Kondhwa Bk.

- 13. The Applicant submits that, accordingly, the necessary letters were written by the Applicant Trust on 14/4/2015 to:— (1) The Poona Gujarati Kelvani Mandal, Kasba Peth, Pune; (2) Shri Gujarati Kelvani Hitavardhak Mandal, Pune Camp; and (3) Gujarati Shikshan Prasarak Mandal, Ravivar Peth, Pune.
  - 14. The Applicant submits that, on 10/3/2016, the Poona Gujarati Kelvani Mandal responded with its expression of interest in construction of the educational complex by utilising 80,000 sq.ft. area out of the property belonging to the Applicant Trust. They also expressed their intention to purchase the said property.
    - 15. The Applicant submits that, as resolved in the year 2011, the Applicant Trust also wanted to construct a Gujarat Bhavan, hostel and some commercial complex in the remaining portion in the said property, and therefore, in the meeting of the Board of Trustees of the Applicant Trust dated 6/6/2016, the Building Committee submitted the project-report to construct a commercial-complex on the said property on 01/09/2016.
    - 16. The Applicant submits that a legal advice was obtained from advocates and the Statutory Auditor of the Trust, and accordingly informed that a property of the Trust cannot be used for construction of a commercial complex.





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17. The Applicant submits that, in the light of the said opinions, the Board of Trustees of the Applicant Trust, in its meeting dated 10th November 2016, rejected the proposal of construction of a commercial complex, and it was insisted that the Trust should construct Gujarat Bhavan and Atithi Bhavan and community-hall, and the remaining area be exhausted for utilisation of the same for the educational complex.



Accordingly, it was decided to discuss on the proposal of the Poona Gujarati Kelvani Mandal to purchase land of 80,100 sq.ft. for its educational activities for Gujarati community members.

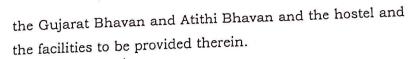
Trustees was held on 28/1/2017, where the Committee

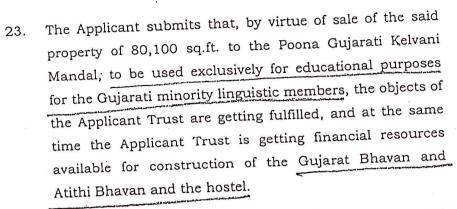
Trustees was held on 28/1/2017, where the Committee
gave its final report about the said proposal, inter alia
informing that the Poona Gujarati Kelvani Mandal has NT St
agreed to purchase the said property for an amount of Rst
22:50 crores and recommended to the AGM to consider
the same.

- meeting held on 3/3/2017 passed a resolution inter alian accepting to sell an area of 80,100 sq.ft. from the northern side of the open plot, to the Poona Gujarati Kelvani Mandal, for a total consideration of Rs. 22.50 crores.
- 20. The Applicant submits that, in pursuance of the said resolution, a memorandum of understanding (M.o.U.) was entered into with the Poona Gujarati Kelvani Mandal to sell 80,100 sq.ft. land on the northern side for Rs. 22.50 crores. The said M.o.U. was executed on 1st April 2017.

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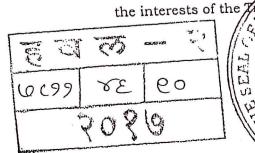
- 21. The Applicant submits that, as mentioned earlier, the Applicant Trust had resolved to construct a Gujarat Bhavan and Atithi Bhavan and a <u>hostel building</u> in the remaining area over the said land, pursuant to its object.
- 22. The Applicant submits that the architect of the Applicant Trust has given the valuation regarding construction of





## 24. COMPELLING NECESSITY OF PROPOSED ALIENATION:

- (i) The Applicant craves leave to read the foregoing paragraphs Nos. 10 to 23 as reasons for the compelling necessity.
- (ii) The Applicant Trust desires to construct Gujarat Bhavan and Atithi Bhavan as well as hostel pursuant to its objects, and in fact, with this desire in mind, the Applicant Trust had purchased the said property in the year 1994. The dream of the trustees will be fulfilled now, only if the Applicant Trust gets the financial support, which the Applicant Trust can obtain by selling the portion of the property which is not utilised by the Applicant Trust.
  - (iii) It will not be possible for the Applicant Trust to carry out the said construction of Gujarat Bhavan and Atithi Bhavan and hostel-building and develop the remaining property, unless the Applicant Trust received financial support, which can be obtained only by sale of the said property.
    - (iv) As such, sale of a portion of the said property which is not utilised, is extremely essential for raising funds for construction over the remaining portion of the property, and as such the proposed transaction is in







- (v) Presently the said property is lying vacant, and it is in the heart of the city, and there is every possibility of encroachment if the property or even a portion of it is kept vacant.
- (vi) Therefore, alienation of the said property is in the interest of the Trust, and there is a compelling necessity to alienate the property as mentioned above.

# 25. HOW THE PROPOSED ALIENATION IS IN THE INTEREST OF TRUST:

- The Applicant Trust will utilise the said funds for the purpose of starting activities which are in pursuance of fulfilment of its objects.
- ii. The Trust was striving hard for construction of the said structures for the purpose of fulfilment of the objects of the Trust since long, and it is now that the said dream of INTS the Trust seems to be materialising by carrying out the Edical Construction of Qujarat Bhavan and Atithi Bhavan and hostel-building QC99 VO CO
- permitted by this Hon'ble Authority, since it is orly then of that the Applicant Trust can use the funds which sample LINO utilised for its objects and therefore the proposed alienation is in the interests of the Trust.

## 26. VALUATION OF THE PROPERTY:-

- i) The Applicant submits that, out of the total property, the Applicant Trust shall be alienating (selling) a portion of the property admeasuring 7441 sq.metres, i.e. 80,100 sq.ft. area, which is more particularly described along with boundaries in the Schedule herein.
- ii) The registered valuer has given the valuation of the same. Further, the ready reckoner is also produced

on record, and as such the consideration/ purchase which Pune Gujarati Kelvani apprehends agreed to pay, is reasonable and fair market value.

However, as per the ready reckoner valuation valuation of the 80,100 sq.ft, area i.e. iii) sq.metres, comes to Rs. accordingly the present alienation of the property for an amount of Rs. 22.50 crores is in the interest of the Applicant Trust.

## THE ANNUAL INCOME FROM THE PROPERTY: -27.

The trust receives no income from the said property, But to any use for the the said profer likely to remai of the applicant trust 6 C 9 9 20 trust.

28. RESOLUTIONS:

The Applicant submits that the trustees of the Applican trust have passed necessary resolutions with alienation of the said property. The Applicant Trust has produced the said resolutions on record with this application.

### UTILISATION OF THE SALE PROCEEDS: -29.

The Applicant submits that, the proceeds received from the said alienation shall be utilised by the trustees for construction of Gujarat Bhavan and Atithi Bhavan & a hostel-building to be constructed pursuant to the objects of the trust.

Upon receiving the said amount, the Applicant Trust shall deposit the same in the form of a fixed deposit with a 30. nationalised bank, and as and when the said amount will be required towards construction of the structures as desired and resolved by the Applicant Trust, and the same shall be utilised pursuant to the resolutions passed to that effect by the Governing Body.

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- The Applicant submits that, it is agreed that, the expenses such as stamp duty and registration fees for the proposed 31. sell shall be borne by the purchasers.
  - The Applicant submits that, the proposed alienation of the said property is not prohibited under any law. 32.

### PRAYERS: 33.

- a. It is therefore prayed that, this Hon'ble Authority be pleased to grant permission for sale of the plot of land bearing survey No. 63/2 admeasuring 80,100 sq. ft. (7441 sq mtrs), situated at Kondhwa, Pune, in favour of The Poona Gujarathi Kelvani Mandal, for a consideration of Rs. 22.50 crores (Rs. 22,50,00,000 /--) (rupees twenty-two crores fifty lakhs only).
  - b. Any other just and fair order in the interest of justice be passed.

## SCHEDULE

All that part and parcel of bearing survey No. 63/2 admeasuring 80,100 sq. ft. (7441 sq mtrs), situated at Kondhwa, Pune, (out of the total property admeasuring 24,072 sq.metres, i.e. 2,58,627 sq.ft.(24,027 sq. mtrs.), bearing survey no. 63/2 Kondhwa Pune and within the limits of Pune Municipal Corporation.

And which is bounded as follows:

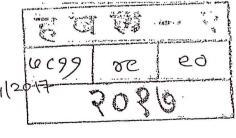
On or towards north: Gangadham Shatrunjay road; On or towards west: Gangadham Shatrunjay road On or towards south:Remaining portion of the property plot 63/2

On or towards east: Kakade nagar Road



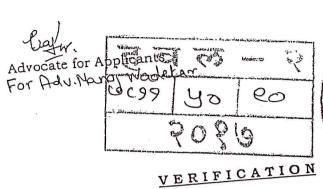


Dated: 26/04/20-17









I, Shri. Nitinbhai Ravjibhai Desai, Age: Adult, Occ. Business, the President of Applicant trust, do hereby state and verify that, the contents of above application are true and correct to the best of my knowledge, faith and factual information and hence I have N.R. Jesai signed the same today at Pune.

अधिक्षक

Applicant No.1a)

सार्यजनिक नगस नोंदणी कार्यालय

VERIFICATION

I, Shri Harikrishna Ghanshyamdas Shah, Age: Adult, Occ.:Business, the trustee of Applicant trust, do hereby state and verify that, the contents of above application are true and correct to the best of my knowledge, faith and factual information and hence I have signed the same today at Pune.

अधिक्षक सार्वजनिक नगस नोंदणी कार्यालय

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सही शिवयाची खरी नक्कल

निष्याल तयार के नी

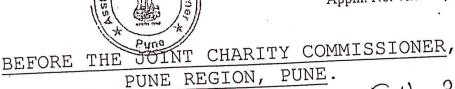
मी वाचली

मी रज्वात केली



**धधी**क्षक

सार्वजनिक गास नोंदणी कार्यालय पूर्ण विसाग पूर्ण



117 कलम मनिया अर्ज आला तो दिनांद्ध १ १०० १ नकल तथार दि :-(9:10112 नकत दिली तो दि. --

Exh-30

## Application No. 40/2017.

Under Section-36(1)(a) of the Maharashtra Public

M/0/17. र्वजिनयः ज्यास नोंदणी नागीलय पूर्णे विमाग पूर्वे

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trust known Gujarati

"Shree Poona Gujarati Bandhu Samaja Pune" through its Board of Trustees

- Mr. Nitinbhai Ravjibhai Desai. 1. (President) Age - Adult, Occ. - Business.
- Mr. Harikrishna Ghanshyamdas Shah. 2. (Trustee) Age - Adult, Occ. - Business.

Applicants

Appearance :- Shri M. M. Wadekar, advocate for applicants.

## JUDGMENT

(Delivered on 25-09-2017)

It is an application under Section-36(1)(a) c 1. 1950 (for shor the Maharashtra Public Trusts Act, 'M.P.T. Act') seeking permission to sell the trus property.



2. The brief facts of applicants case can be stated

"Shree Poona Gujarati Bandhu Samaj, Pune" (for ake of brevity hereinafter referred to 'applicant trust') is a registered public religious trust bearing P.T.R.No. F-96 (Pune). It is contended that, the applicant trust runs charitable and social activities for the Gujarati community, which includes providing the common platform to Gujarati community members in Pune by performing utsavs like Navratri, Diwali, Sharadostav every year. It is contended that, the applicant trust is trying to create a pool between Maharashtrian people and the Gujarati community and to maintain harmony amongst the members. It is contended applicant trust distributes prizes that, the meritorious Gujarati students from Pune who have secured from 10<sup>th</sup> std. to Post Graduation. good marks applicant trust is trying to encourage those students to get higher education and support building nation. GC99

3. The objects of the applicant

educational in nature, which includes

Para No. 3 of the application.

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It is contended by the applicant trust that the educational objects, applicant trust addition to desires to construct a Gujarat Bhavan and Atithi Bhavan, wherein lodging and boarding facilities can be provided over Indian for Gujarati community people from all wants also applicant trust The visiting Pune. construct a community hall wherein various functions and festivals can be conducted with reasonable rates for the members of Gujarati community so also wherein facilities seminars, talks and gathering, leisure time activities can be provided of the trust. 609 43 0 The applicant trust desire and Filipra 5. bank book hostel, study room, encouraging the young generation to pursue their studies and help poor students coming to Pune to pursue their studies by making available the hostel facilities for the same.

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6. It is contended by the applicant trust that, with these objects the applicant trust has purchased the property bearing Survey No. 63/2, Kondhwa Bk., Tal Haveli, Dist. Pune by way of executing in all six sal deeds in the year 1994, which are duly registered at the

of Sub-Registrar, Haveli No. 3, the detailed restription thereof are given in Para No. 7 of the application.

- 7. The total area of the said property is 24,072 sq. mtrs. i.e., 2,58,627 sq. ft.
- It is contended by the applicant trust that, though the applicant trust has purchased the aforesaid property in the year 1994, but for want of sufficient financial resources, the applicant trust could not consider carrying out the activities of construction of any structure over the said property. It is contended that, in the Annual General Body Meeting held on 13-04-2008, it was discussed about the use of the land and it was held that, the land should be used for development, upliftment and other useful social wellbeing purposes of Pune Gujarati community. It was also resolved that, the applicant trust should develop the land either from its own resources or should collaborate with other Gujarati social/educational institutes. In pursuance of the desire, which was expressed in the Annual General Body Meeting of 2008, the members of the trust contributed by

way of ideas as to how the said property can be utilized, pursuant thereto in the Annual General Body Meeting,

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resolved 30-01-2011 it to was dated Management College, Vocation . Engineering College, College, Gujarati Bhavan, Commercial Complex and host. on the said property. Thereafter, the members of t applicant trust started discussing about the constructi of the educational complex and predominant thought was educational complex for constructing the linguistic minority students.

g. It is contended that, at the same time the applicant trust had received a letter from Poona Gujarat Kelvani Mandal, which is a Gujarati linguistic minorit trust from Pune, expressing their requirement of an are of about 80,000 sq.ft. for construction of an educational complex for the wider interests of the Gujarati community in Pune. The said subject was considered in the meeting of Board of Trustees of the applicant trust held on 12 04-2015 and it was inter alia resolved to inform all the three Gujarati minority educational institutes in Pune the submit their expression of interest in construction of the educational complex in the portion of the land of the applicant trust at Kondhwa Bk.

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It is

contended) that, ne

written to the aforesaid three trusts

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Cure ati Kelvani Mandal responded with its expression of interest in construction of the educational complex by utilizing 80,000 sq.ft. area out of the property belonging to the applicant trust. They have also expressed their desire to purchase the said property.

It is contended that, as resolved in the year 11. 2011, the applicant trust also wanted to construct a Gujarat Bhavan, hostel and some commercial complex in the remaining portion of the property, and therefore, in the meeting of the Board of Trustees, dated 06-06-2016, the Building Committee submitted the project report construct a commercial complex on the said property on 01-09-2016. It is contended that, after the legal advice it is found that, the property cannot be used for the commercial purpose. In view thereof the Board of Trustees of the applicant trust in the meeting, dated 10-11-2016 rejected the proposal of construction of a commercial complex and it was insisted that the trust should construct Gujarat Bhavan, Atithi Bhavan and community hall and the remaining area be exhausted for utilization of the same for the educational complex. Therefore, it

was resolved to discuss on the proposal of Poona Gujarati

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Kelvani Mandal to purchase land of 80,100 sq.ft. for it educational activities for Gujarati community members.

is contended that, in the meeting of it 12. Ιt Board of Trustees held on 28-01-2017, the final report submitted by the committee, inter alia informing that the Poona Gujarati Kelvani Mandal has agreed to purchas the said portion of the property for an amount of R: 22.50 Cr. and recommended to the Annual General Meeting to consider the same. In the Annual General Box Meeting held on 03-03-2017, it is resolved to sell a area 80,100 sq.ft. from the northern side of the ope plot to the Poona Gujarati Kelvani Mandal for a tota consideration of Rs. 22.50 Cr. In pursuance of the sa resolution, MOU was executed between the applicant tru and Poona Gujarati Kelvani Mandal on 01-04-2017. It contended that, by selling portion of the propert applicant trust is getting financial resources, which c utilized to construct the Gujarat Bhavan, Atit Bhavan and the hostel. At the same time the portion the plot is to be sold to Poona Gujarati Kelvani Manda who agreed to use the said portion

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educational purpose for the Gujarati, minority

members.

Thus, the obyects enf

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genting fulfilled and at the same time the applicant taust is getting financial resources available for the construction of Gujarat Bhavan, Atithi Bhavan and hostel.

is contended that, since long it was the 13. Ιt the applicant trust to construct Gujarat desire of Bhavan, Atithi Bhavan as well as hostel pursuant to its objects, with this desire in mind, the applicant trust. had purchased the said property in the year 1994. If the applicant trust gets the financial support, its dream to have the aforesaid facilities will be fulfilled. It is further contended that, the applicant trust is utilizing the said portion of the property. Unless the applicant trust get the financial support until then it is not possible for the applicant trust to construct the Gujarat Bhavan, Atithi Bhavan and hostel. Even after selling the portion of the property, the applicant trust has taken precaution that, the said portion of the plot being utilized by the purchaser only is educational purpose and that too for the Gujarati 🦠 minority linguistic members, which is the object of the applicant trust. It is contended that, at present the property is lying vacant and it in the heart of the Therefore, \* there N possibility

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encroachment over the property or even a portion of it is kept vacant. It is therefore contended that, the alienation of the portion of the property is in the interest of the applicant trust. There is a compelling necessity to alienate the property.

It is contended that, the applicant trust will 14. said fund for the purpose of utilize the activities, which are in pursuance of fulfillment of its The applicant trust was striving hard objects. construction of the said structures for the purpose of fulfillment of the objects of the trust since long and it is now that, the said dream of the trust seems to be materializing by carrying out the construction of Gujarat Bhavan, Atithi Bhavan and the hostel building. This is possible only if the proposed alienation is permitted by this Authority. Hence, the present application is filed Nitinbhai Ravjibhai Desai, President Mr. Harikrishna Ghanshyamdas Shah, trust. 40 100

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15. The application is supported by an affidavi

Ext. 2 and the documents filed below SterExt: 4, which includes the copy of Scheme and Schedule-I of the

applicant trust, sale deeds,  $7 \times 12$  extracts of the

property demarcation map of the property, minutes of meetings, dated 13-04-2008 and 30-01-2011, presentation report of commercial complex, resolutions of Board of Trustees Meeting, dated 10-11-2016, 28-01-2017 and 16-02-2017, letters given to the three trusts, letter issued by Poona Gujarati Kelvani Mandal, dated 30-12-2016, audit reports for the years 2013-14 to 2015-16, etc.

- The applicant trust has also produced on record the valuation of the portion of the plot below list Ext.

  4B, demarcation map, cost of construction, copy of change reports filed below list Ext. 6.
- 17. Heard the ld. advocate of the applicant trust at length.
- 18. The public notice was issued in daily newspapers having wide circulation namely, 'Loksatta' and 'Indian Express', the said newspapers are placed on record below list Ext. 12. The applicant trust has put a condition to sell the portion of the said plot in the tender notice itself that, the applicant trust said property to a decided to sell the Gujarati linguistic trust based in Pune, who would be using the same only for construction 本於nal complex to be ucadion and Gujarathi 6630 60

the said condition, only "The Poon; language. In view of Gujarati Kelvani Mandal", a registered trust bearing P.T.R. No. F-136 (Pune) submitted the tender at Ext. 25 The said trust has shown its desire to purchase the portion of the property at the valuation of Rs. 22.50 Cr They undertake to utilize the said property to run the the school educational activities and auditorium for programme. It is also contended in the tender that, the applicant trust has already received an amount of Rs. 50/- Lakhs from the tenderer as per the MOU, dated 01-04-2017. The difference amount of Rs. 1,75,00,000/- has been submitted by way of D.D. dated 26-07-Bank Ltd. alongwith 40.99 20 Harikrishha Ghanshamda Shri 19. Trustee of applicant trust filed his afficient and justified the alienation of the trust property i favour of Poona Gujarati Kelvani Mandal for consideration condition and terms per the Cr. as 22.50 enumerated in the MOU, dated 01-04-2017. The Chairman has also filed Gujarati Kelvani Mandal Poona affidavit at Ext. 29 and justified how the considerati offered by its trust in favour of the applicant trust

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reasonable taking into condition of terms and sonditions of the MOU.

20. Herd the applicant trust, its advocate and the Poona Gujarati Kelvani Mandal. Following points arise for my consideration and I have recorded my findings thereon as under:

	POINTS	FINDINGS
1.	Whether there is a compelling necessity to justify the proposed alienation in question ?	Yes
2.	Whether the proposed alienation is fair and just ?	Yes
3.	Whether the proposed alienation, in anyway, adversely affects the interest of the trust?	No.
4	What order?	Down I lowed

21. As to Paint Nos. 1 to By: \* The wat plinant trust

is duly registered trust, it runs as per the Scheme framed under Section-50A(1) of the M.P.T. Act. The copy of the Scheme is placed on record at Ext. 4/1. On perusal of the same it appears that, the object of the applicant trust has been given in Clause-6 of the said Scheme, which includes educational, social, medical, etc. for all round upliftment of Gujarati community settled at Pune.

One of the object of the applicant trust is to giv donations to other charitable institutions working for similar objects those of this trust, which for want c sufficient funds or for any other causes or purpose cannot be undertaken by this trust. On perusal of th copy of sale deed filed on record t Ext. 4/3 it reveal that, in the year 1994, the applicant trust has purchase the property bearing Survey No. 63/2 at Kondhwa Bk., Tal Haveli, Dist. Pune by way of executing in all six sal deeds. On perusal of the 7 x 12 extracts filed at Ext 4/4 it reveals that, the said property has been recorde in the name of applicant trust. On perusal of the copy o Change Report Nos. 641/2003, 642/2003, 643/2003 697/2003 filed at Ext. 6 it reveals that, on the basis o sale deeds, the aforesaid property is recorded Schedule-I. Thus, it clearly reveals that, the applican aforesai posse property.

22. Operusali of One copies

the audit reports c

the years 2013-2014 to 2014-2015 and 2015-2016 filed o record at Ext. 4/17 it reveals that, the applicant trus do not have sufficient fund to carry out the constructic activities. On perusal of the various copies of minute

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ter at the same

General Body Meeting, Board of Trustees Meetings s that, the applicant trust has discussed this the ect thoroughly in the Board of Meeting as well as in the Annual General Body Meeting as regards to the use of the said property. In pursuance of the said discussion it appears that, the applicant trust had taken certain steps to develop the said property in various ways. One of the suggestion was to construct the commercial complex on the said property. However, the said proposal has been dropped, as the applicant trust being a charitable trust cannot utilize the said property for the commercial purpose. Therefore, the said subject was dropped. Then it was decided to sell some portion of the plot to the trust having similar objects to that of the applicant trust and who is willing to utilize the said portion of the property for educational complex and to advance the Gujarati language. Therefore, it is resolved to issue letters to the trusts namely, The Poona Gujarati Kelvani Mandal, Shri Gujarati Kelvani Hitvardhak Mandal Gujarati Shikshan Prasarak Mandal. The copies of leters are produced on record at Ext. 4/10. In pursuance of the said letters, The Poona Gujarati Kelvani Mandal by its letter, dated 30-12-2016/sho nterest in purchasing

the portion of the said proper

property and the state of the s



The applicante trust had obtained the valuation 23. of the portion of the said property from the approve Government, who valued the portion of the said property to the tune of Rs. 16.82 Cr. As pr the Government read reckoner the valuation of the said property is Rs. 9.3 Cr. On perusal of the affidavits filed by the Managir Trustee of applicant trust and The Poona Gujarati Kelvar Mandal filed at Exts. 28 and 29 respectively it reveal that, after receipt of the offer from The Poona Gujarat Kelvani Mandal, there was negotiation in between th applicant trust and The Poona Gujarati Kelvani Mandal a regards to the consideration. It seems that, initiall The Poona Gujarati Kelvani Mandal offered the price o Rs. 20/- Cr. However, being a charitable organization it become difficult to arrange such huge amount lump sum and therefore, request was made for installment in th payment. At the time of negotiation with the trustees o applicant trust it was expressed that, getting the amoun in installment may cause loss to the therefore, نوروم e o Rs increasing applicant trust shall further reveals that, the price offered by The Poeña Gujarat: Kelvani Mandal was found highly beneficial and to

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Price Poona Gujarati Kelvani Mandal was accepted, and thereafter, the present application is filed.

The applicant trust has purchased the aforesaid 24. property to start the educational complex thereon, but for want of sufficient funds, it is not possible for the applicant trust to utilize the said property. property is lying vacant. It is in the heart of the city. It is therefore contended that, the property is exposed to encroachment. The applicant trust though had desire to utilize the said property for educational complex, more particularly for the Gujarati students as per its aims and objects, but it is not possible for the applicant trust to use the said property for the purpose for which it was purchased. Therefore, the applicant trust has decided to sell the portion of the said property i.e., 80,100 sq. ft. and the amount received by selling the said property can be utilized to construct Gujarat Bhavan, Atithi Bhavan and the hostel building, which includes study room, book bank, library. From documents placed on record it clearly appears that, the Board of Trustees has taken approval to the resolution passed in the Board of Meeting, in Annual General Body

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17 (2) (Apple No. 40/2017, Sec. 36(1)(a

Meeting and the said resolutions have been approved k all the members except one.

pr the usual practice in order to have 25. better offer for the property proposed to be sold by th applicant trust, this Authority had given a public notic inviting the tenders. In the tender a condition wa. enumerated that, the property is decided to be sold to a Gujarati linguistic trust based in Pune, who would be using the same only for construction of education complex to be used for promotion of education and Gujarati. The tender notice was published language. in daily newspapers "Loksatta" and "Indian Express", dated 02-07-2017, copies thereof are placed on record below list Ext. In pursuance of the tender notice, 12. The Poona Gujarati Kelvani Mandal submitted its tender vide Ext. 24. It was opened in presence of the applicant trust as well as in presence of the tenderers. The Poona Gujarati Kelvani Mandal stick up with its offer to purchase the said portion of the property for valuation consideration of Rs. 22.50 Cr. Ϊt is specifically contended in the tender that the said

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aforesaid consideration

said

the commercial momplex and school activities, as per the terms and conditions enumerated in the MOU, dated 01-04-2017.

- 26. On perusal of the cost of construction report filed below list Ext. 4/3 it reveals that, the cost of construction of Gujarat Bhavan, Atithi Bhavan and the hostel building is around Rs. 25/- Cr. If the applicant trust is permitted to sell the portion of the said property, the applicant trust would get an amount of Rs. 22.50 Cr. as stipulated in the MOU, it can be utilized to carry out the construction of Gujarat Bhavan, Atithi Bhavan and the hostel building.
  - 27. Here in this case, even if the portion of the property is sold, the nature of the property would remain same i.e., to say that, the property would remain as rust property. The object of both trusts appears to be identical. Both trusts have been registered to advance the educational activities for Gujarati community. The property sold is going to be utilized for educational purpose. The very object of the applicant trust is to advance the educational facilities to its Gujarati

community. On sale of the portion of the property, the same object is going to be fulfilled by the another 9299 Et eo thing

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Thus, even after the sale of the portion of the property, it will remain as the property of Gujarati community and it can be utilized in their wellbeing. Therefore, the sale of the portion of the property in favour of another trust having the same objects, is in the interest of the applicant trust. At the same time the applicant trust would get an amount of Rs. 22.50 Cr., it is too high as per the ready reckoner and the valuation report. This point is also in favour of the applicant trust. Therefore, it appears to me that, the applicant trust has shown the legal necessity to sell the portion of the property. The said sale is in the interest of the applicant trust. Therefore, I have to the aforesaid 6670 28.

application, this Authority has received TOPPHIOD ections, Shri Ashvin Wadilal Sheth, Ext. 15, Shri Dipak Ratilal Mehata, Ext. 17, Shri Girish G. Patel, Ext. 20 and Shri Rajendra Shaha, Ext. 21. However, all of them have made general allegations. In support of their contentions they have not placed on record any documentary evidence even though opportunity was being given vide Ext. 22. Beside this, the resolution passed by the Board of Trustees has

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in the Annual General Body Meeting. The Annual General Body has approved the resolutions passed ing of Board of Trustees. Therefore, I find no substance in their objections. Therefore, all objections have been rejected.

On perusal of the terms of MOU, dated 01-04-29. 2017, it appears that, the applicant trust would get the installment amount by way of consideration particular date as mentioned therein. However, in order to secure the interest of the applicant trust, it is just and necessary to pass stringent condition to the effect that, in case of failure of paying any of the installment on the given date, the permission granted would stands automatically revoked. By imposing such condition this Authority is ensuring that, the applicant trust would get consideration amount on the given dates, otherwise the Hence, have onsequences. will purchaser

pass following order :

answer to this point COC 99 60 60

Application No. 40/2017EisNal Fowed.

accorded under is hereby sanction The 1 2..... 36(1)(a) of the Maharashtra Public Trusts Act, 1950 trustees οf "Shree Poona Gujarati the

(Pune) for consideration of

Twenty-Two-Grores

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passing of this order.

The applicant trost og execute

premises in favour of "The

F-136

following e

Samaj, Pune", bearing P.T.R.No. F-96 (Pune) to the plot of land bearing Survey No. 63/2, admeasu 80,100 sq. ft (7441 sq. mtrs.), more particul shown in map situated at Kondhwa Bk., Tal. Hav Dist. Pune in favour of "The Poona Gujarati Kel CC Mandal, Pune" a registered trust, bearing P.T.R.

Mandal, Pune" within three months from the dat

The prospective purchaser to bear the cost of state registration fees and other ancillary charges.

The prospective purchaser shall pay the consider 5. amount as agreed in MOU, dated 01-04-2017 to applicant trust. In default, the permission gra would comes to an end.

amount received by the applicant The utilized for the construction of Gujarat Bh Atithi Bhavan and the hostel building. In cast

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siphoning of amount for other purpose the trustees will be held responsible personally.

After completion of said transaction necessary change report be filed before concerned Authority.

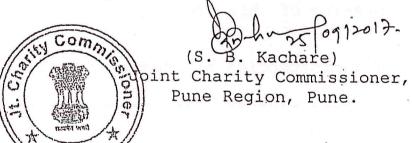
This order is subject to the trustees complying all the provisions and prohibitions, if any, that are contained in any other laws for the time in force, which are applicable to this transaction.

Entry of this order be taken in Schedule-I of the Register of Public Trust.

0. Proceeding closed.

lace : Pune

ate : 25-09-2017



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to to

THE POONA GUJARATI KELVANI MANDAL

PROF. J. P. TRIVEDI VIDYA BHAVAN

1433, KASBA PETH, PUNE - 411 011.

www.pgkmandal.com

 $\mathbf{\Xi}: 02024577291$ 

ail:pgkmandalpune@gmail.com

RESOLUTION PASSED IN THE MEETING OF THE BOARD OF TRUSTEES OF THE POONA GUJARATI KELAVANI MANDAL HELD ON 03-10-2017 AT THE CONERENCE HALL, RCM CAMPUS, PUNE AT 4.00 PM.

To decide about authorizing signatories to sale deed by Shri Poona Gujarati Bandhu Samaj and other relevant documents, as per order of The Charity commmissioner

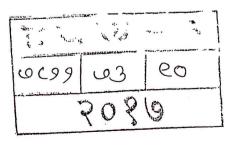
Trustee Haribhai Shah read out the order of the Jt Charity commissioner Pune region. After discussion it was decided to execute the sale deed by Shri Poona Gujarati Bandh Samaj at earliest to The Poona Gujarati Kelavani Mandal. It was decided to authorize any two of four trustees / office bearers viz. Trustee Haribhai shah, Chairman Kiritbhai Shah, Trustee Naliniben Gujarathi and Trustee Ashokbhai Shah to authorise to sign the deed on behalf of The Poona Gujarati Kelavani Mandal.

Resolved that any two of four trustees / office bearers viz. Trustee Haribhai shah, Chairman Kiritbhai Shah, Trustee Naliniben Gujarathi and Trustee Ashokbhai Shah be authorised to sign the sale deed by Shri Poona Gujarati Bandhu Samaj to The Poona Gujarati kelavani Mandal on behalf of the trust.

Por The Poona Gujarati Kelavani mandal

Trustee Haribhai Shah







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## શ્રી પૂના ગુજરાતી બંધુ સમાજ

કાર્યાલય – સભાગૃહ ઃ શ્રી પોપટલાલ શાહ સ્મારક ટ્રસ્ટ બિલ્ડીંગ, ૯૫૩/૧/૩, બુધવાર પેઠ, પુણે – ૪૧૧.૦૦૨. ફોન નં ઃ ૨૪૪૭૩૫૭૮ નિયોજીત ગુજરાત ભવન : સ.નં.૬૩/૨,(જુનો – ૯૯) કોંઢવા બુદ્ધક, કાકડેવસ્તી પાસે, પૂણે – ૪૧૧ ૦૪૮

RESOLUTON PASSED IN THE MEETING OF THE BOARD OF TRUSTEES OF SHRI POONA GUJARATI BANDHU SAMAJ HELD ON 29-09-2017 AT THE POONA GUJARATI KELAVANI MANDAL CONERENCE HALL, PUNE AT 5.00 PM.

To decide about executing sale deed and other relevant documents in respect of sale deed, as per order of The Charity commmissioner and to authorize signatories to execute and sign the same

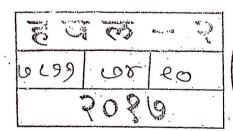
Managing trustee Haribhai Shah read out the order of the Jt Charity commissioner Pune region. After discussion it was decided to execute the sale deed with The Poona Gujarati Kelavani Mandal at earliest. It was decided to authorize any two of four trustees viz. Nitinbhai Desai, Bharatbhai Shah, Rajeshbhai Shah and Vinod Dedhia to sign the deed on behalf of Shri Poona Gujarati Bandhu Samaj.

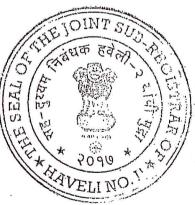
Resolved that any two of four trustees viz. Nitinbhai Desai, Bharatbhai Shah, Rajeshbhai Shah and Vinod Dedhia be authorised to sign documents for sale on behalf of Shri Poona Gujararti Bandhu Samaj.

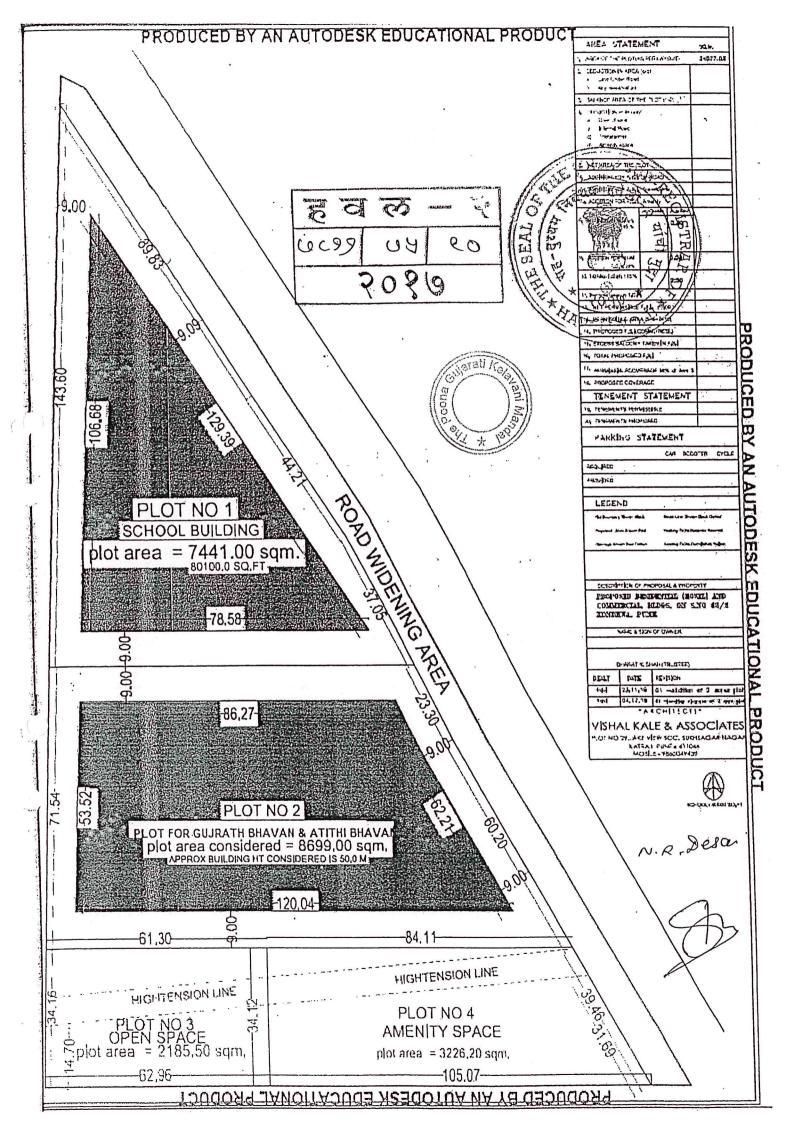
For Shri Poona Gujarati Bandhu Samaj

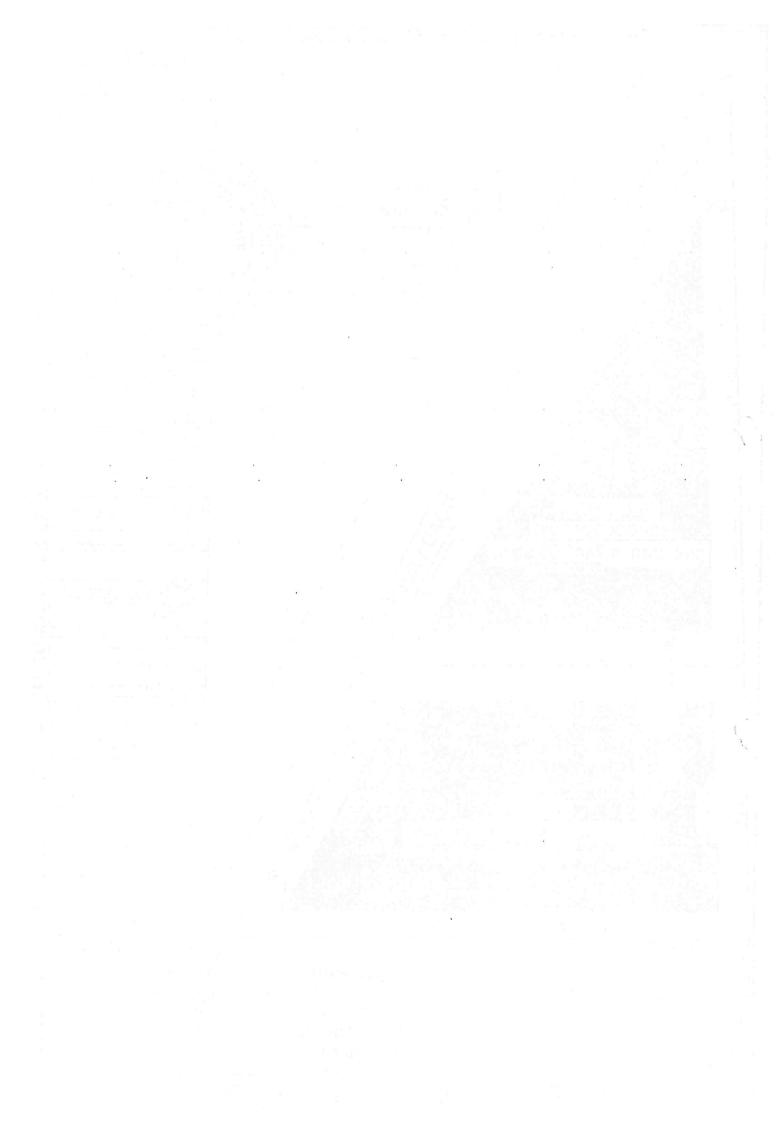
Managing trustee

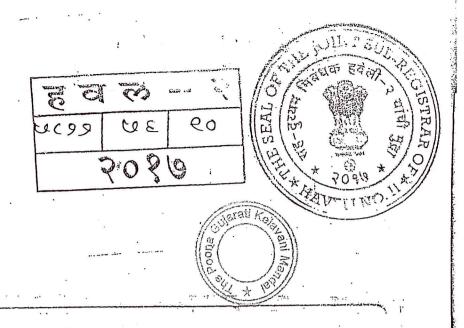












#### Duplicate (entitients)

Assit Charity Commissioner

Pune Region Pune,
याद्वारे प्रमाणपत देण्यात येत की, खाली वर्णन केलेली सावजीनक विश्वस्तव्यवस्था ही आज, मुंबई
सार्वजीनक विश्वस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम क्रमांक २९) या अन्वये

सार्वजीनक विश्वस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम क्रमांक २९) या अन्वये

सार्वजीनक विश्वस्तव्यवस्था नोंदणी कार्यालयात योग्य रीतीने
नोंदण्यात आहेली आहे

सार्वजनिक विश्वस्तव्यवस्थेचे नाव

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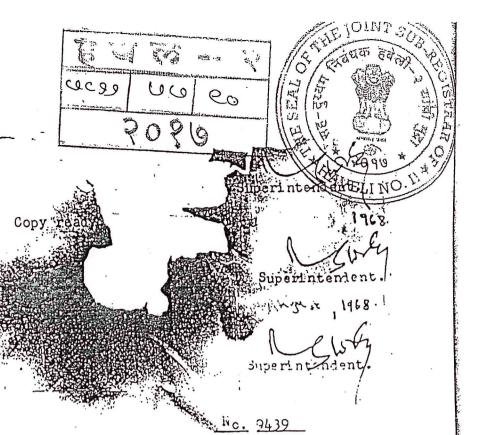
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पदनार्भेड़stt. Charity Commissioner Pune Region, Pune.



#### Cortificate of Registration.

Lit is hereby certified that the Public Brust described below has this day been duly registered under the Bombay Public Trusts Act, 1950( Bom.XXX of 1050) at the Public Trusts Registration Office, Poone Region, Poons.

Name of Pholici- Froma Gujrated madha bamaj.

189/A, Raviwar Peth, Poona. 2.

Number in the Register of Public Trusts:- F. 96.

Certificate issued to Shri. Punemehand Dahyabhai Amerati.

Given under my hand, this 28th d y of Nov. 1952.



eler charges - 00 = 11

Designature (.G. Altekar. Designation, Assistant Charity Commissioner, Poons Region, Foos:

Dopied by: - (WAlegaonki).

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True Copy.

Superincenses /
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#### सार्वजनिक विश्वस्त ब



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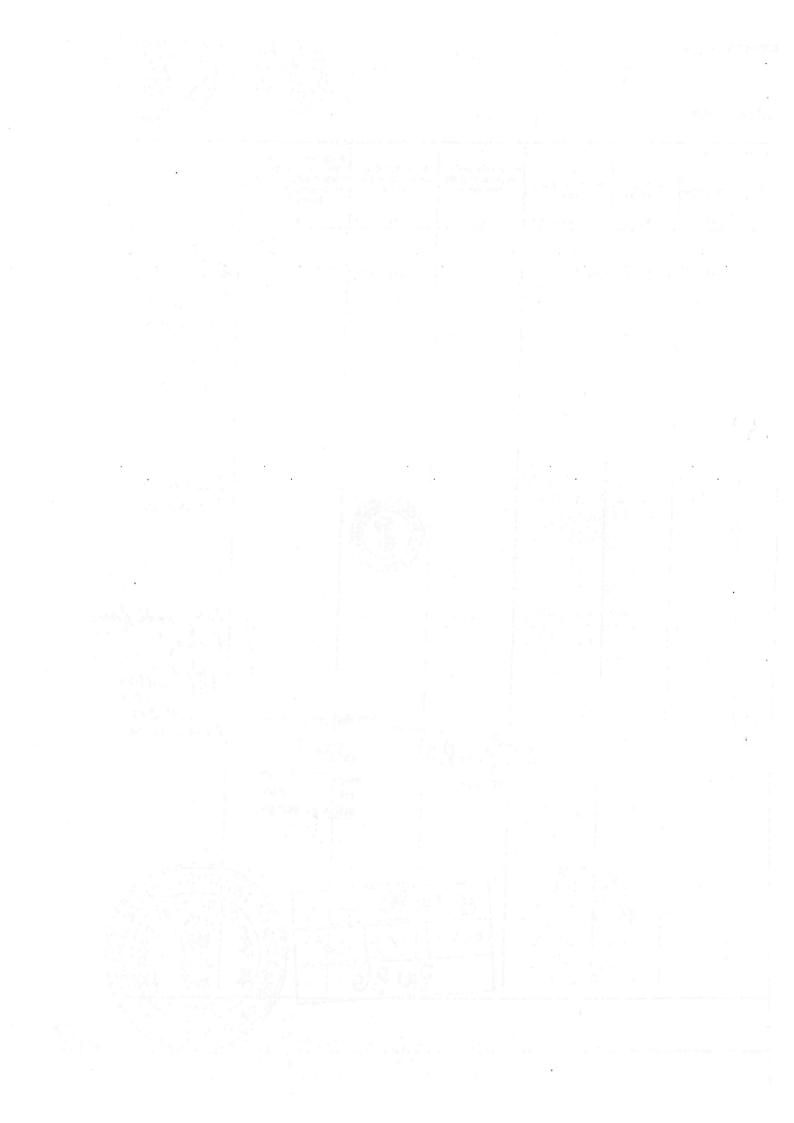
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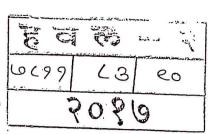


### व नोंदणी पुस्तक

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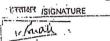




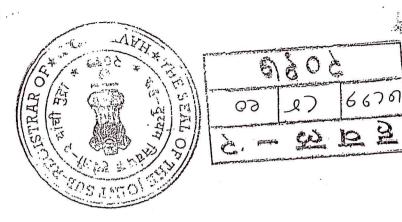
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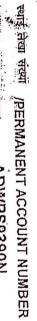
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22-02-1945









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HARIKRISHNA GHANSHYAMDAS
SHAH

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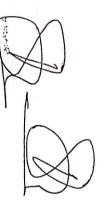
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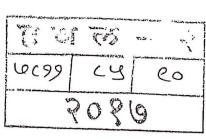
Commissioner of Income-tex I, Pune



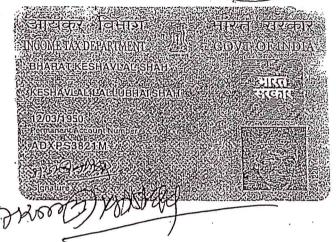












करते चीक्षांजाल धरा Eharat Keshaylat Shah जन्म कर्षY08:1980 पुज्य Mata



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Maharashtra, 411037

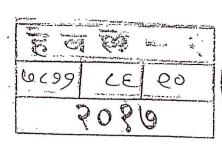
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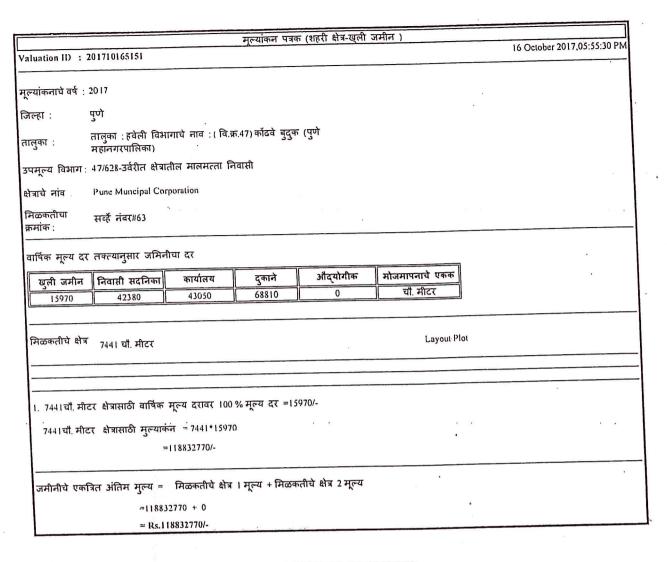
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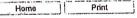
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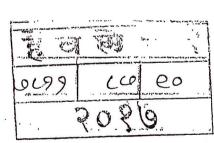


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2/7811

सोमवार, 16 ऑक्टोबर 2017 6:00 म.नं.

दस्त गोषवारा भाग-1

दस्त क्रमांक: 7811/2017

दस्त क्रमांक: हवल2 /7811/2017

बाजार मुल्य: रु. 11,88,32,770/-

मोबदला: रु. 22,50,00,000/-

भरलेले मुद्रांक शुल्क: रु.1,35,00,000/-

दु. नि. सह. दु. नि. हवल2 यांचे कार्यालयात

अ. क्रं. 7811 वर दि.16-10-2017

रोजी 5:47 म.नं. वा. हजर केला.

दस्त हजर करणाऱ्याची सही:

पावती:8164

पावती दिनांक: 16/10/2017

सादरकरणाराचे नाव: दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी

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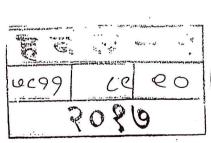
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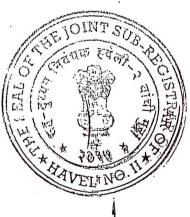
सह दुय्यम निबंधक, हवेली-2

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का कं. 1 16 / 10 / 2017 05 : 47 : 27 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 16 / 10 / 2017 05 : 48 : 15 PM ची वेळ: (फी)





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16/10/2017 6 05:31 PM

दस्त गोषवारा भाग-2

20120 हवल2

दस्त क्रमांक:7811/2017

दस्त क्रमांक :हवल2/7811/2017 दस्ताचा प्रकार :-सेल डीड

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

नाव:दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी हरीकृष्ण लिहून घेणार वय:-62 स्वाक्षरी:-

घनश्यामदास शहा - -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्र्यॉक नं -, रोड नं: 1433 कसवा पेठ पुणे , महाराष्ट्र, पुणे.

पॅन नंबर:AAATT6313P

नाव:दि पुना गुजराथी केळवणी मंडळ तर्फे ट्रस्टी किरीट रमणलाल शहा - -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: स्वाक्षरी:

-, रोड नं: 1433 कसवा पेठ पुणे , महाराष्ट्र, पुणे.

पॅन नंबर:AAATT6313P

लिहून घेणार वय:-72

> लिहून देणार वय:-67

नाव:श्री पुना गुजराथी वंधू समाज तर्फे ट्रस्टी नितीनभाई लिहन देणार वय:-73 रावजीभाई देसाई - -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: स्वाक्षरी:--, रोड नं: 953/1/3 बुधवार पेठ पुणे , महाराष्ट्र, पुणे पॅन नंबर:AAATP2754L

नाव:श्री पुना गुजराथी वंधू समाज तर्फे ट्रस्टी भरत केशवलाल शहा - -

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पॅन नंबर:AAATP2754L

छायाचित्र

HFT2-7811-176335-2017

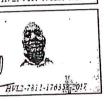














वरील दस्तऐत्रज करुन देणार तथाकथीत सेल डीड चा दस्त ऐवज करुन दिल्याचे कवुल करतात.

शिक्का क.3 ची वेळ:16 / 10 / 2017 05 : 51 : 51 PM

असे प्रमाणित करण्यात येते की, सदर दस्तऐयजात एकूण ८०गाने आहे

सदर इसम दुय्यम निवंधक यांच्या ओळखीचे असुन दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची पक्षकाराचे नाव व पत्ता

ओळख:-

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नाव:अँड अमृतलाल - शहा वय:57 पत्ता:शिवाजीनगर पिन कोड:411005

स्वाक्षरी





शिक्का क्र.4 ची वेळ:16 / 10 / 2017 05 : 52 : 53 PM

पहिल नंबरचे पुरसकाचे वारी जोदला

10 / 2017 05 : 53 : 06 PM नोंदणी पुस्तूक व्रेर्वधक, ह**वे**ली-2

EPayment Details.

द्रुखम निबंधक हवेली क्र-२

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