



दस्तावेज क्रमांक व वर्ष: 3752/2004

Saturday, September 04, 2004

11:07:50 AM

दुय्यम निबंधक: हवेली 12 (कोंढवा बुद्रुक)

नॉटणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कोंढवा बुद्रुक

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अभिहस्तांतरणपत्र
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 4,620,000.00
बा.भा. रु. 2,706,000.00

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

(1) सर्वे क्र.: 50/1 वर्णन: विभागाचे नाव - विभागाचे नाव : (वि.क्र.47) कोंढवे बुद्रुक (पुणे
महानगरपालिका), उपविभागाचे नाव - 47/628 - उर्वरीत क्षेत्रातील मालमत्ता निवासी. सदर
मिळकत सर्व्हे. नंबर - 50 मध्ये आहे. कोंढवा बु येथील स नं 50 यासी हि नं 1 यासी एकूण क्षेत्र
हे 2.05 आर पैकी खरेदीचे क्षेत्र हे 1.40 आर म्हणजेच 14000 चौ मी
(1) मिळकतीचे एकूण क्षेत्रफळ 14000 चौ.मी. आहे.

- (3) क्षेत्रफळ

- (4) आकारणी किंवा जुडी देण्यात
असेल तेव्हा

(1)-

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

(1) सुदाम निवृत्ती समगिर; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -;
पेट/वसाहत: कोंढवा बु; शहर/गाव: पुणे; तालुका: -; पिन: -; पॅन नम्बर: -.

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

(1) सिंहगड टेक्नीकल एज्युकेशन सोसायटी प्रेसिडेंट आणि चिफ मॅनेजिंग ट्रस्टी प्रो.मालती
निवृत्ती नवले; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: ग्रीन पार्क; ईमारत नं: -;
पेट/वसाहत: कर्वेनगर; शहर/गाव: पुणे; तालुका: -; पिन: 52; पॅन नम्बर: AABTS9900Q.

- (7) दिनांक करून दिल्याचा 04/09/2004
(8) नोंदणीचा 04/09/2004
(9) अनुक्रमांक, खंड व पृष्ठ 3752 /2004

दुय्यम



- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 231000.00

- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00

- (12) शेरा

दुय्यम



की नक्का केली
की बाचली
हस्ताक्षर घेतली

सदर नक्का मजदूर श्री गवेली
यांस त्याचे तारीख ४.९.२००४
चे अर्जावरून
यांस दिली तारीख ४.९.२००४

दुय्यम निबंधक हवेली नं. १२

दुय्यम निबंधक हवेली नं. १३





Saturday, September 04, 2004
11:05:36 AM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 3764

गावाचे नाव कोंढवा बुद्रुक

दिनांक 04/09/2004

दस्तऐवजाचा अनुक्रमांक हवल12 - 03752 - 2004

दस्ता ऐवजाचा प्रकार अभिहस्तान्तरणपत्र

सादर करणाराचे नाव:सिंहगड टेक्नीकल एज्युकेशन सोसा. तर्फे प्रेसिडेंट आणि चिफ मॅनेजिंग
ट्रस्टी प्रो.मारुती निवृत्ती नवले

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 420.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (21)

एकूण रु. 30420.00

आपणास हा दस्त अंदाजे 11:20AM ह्या वेळेस मिळेल

दुस्यम निबंधक
हवेली 12 (कोंढवा बुद्रुक)

बाजार मुल्य: 2706000 रु. मोबदला: 4620000रु.

भरलेले मुद्रांक शुल्क: 231000 रु.

देयकाचा प्रकार :डीडी/घनाकर्षाद्वारे:

बँकेचे नाव व पत्ता: सेन्ट्रल बँक ऑफ इंडिया टिळक रोड पुणे;

डीडी/घनाकर्ष क्रमांक: 058970; रक्कम: 30000 रु.; दिनांक: 02/09/2004



The Bank of
Rajasthan Ltd., Laxmi
Road, Funn-30
D-5/STP/VIC.R.1/2004
114648/04



भारत 01358
198814

Special Adhesive
महाराष्ट्र
SEP 03 2004

11:38

R.0231000/-PB5135

INDIA STAMP DUTY MAHARASHTRA

THE BANK OF RAJASTHAN LTD.

Br. Laxmi Road Date 03/09/04

Stamp Duty Rs. 2,31,000/-

Service Charges Rs. 00/-

Total Rs. 2,31,000/-

Name of stamp duty paying party

Sinhagad Technical Educa-
on Society, Wadgaon Br.

S.No. 44/1, Pune-411041

Name of counter party Mr. Sudhir

Nivrutti Samaj

Purpose of transaction Deed of sale

Kondhwa Bk. S.No. 57

Cheque No. if any, 058969

Drawn on Bank Central Bank of

Branch Tilak



Cashier

Authorised signatory

A/HS-1722P/20L/304/JS

नांव / Name Sinhagad Technical Edu.
Society

पत्ता / Address Pune

हस्ते / By Nilesh S. S. S.

प्रवर्ती क्र. / Receipt No. 1358

THE BANK OF RAJASTHAN LTD.

(Signature)

AUTHORISED SIGNATORY



हवल-१२		
3042	9	20
२००४		

// SHRI //

DEED OF SALE

This Deed of sale is made at Pune on this 4th day of
September 2004.



हवल-१२		
3042	2	20
२००४		

BETWEEN

1)MR.SUDAM NIVRUTTI SAMGIR

Age. 53 Occ.: Agriculturist & Business
R/o.Kondhwa Bk. ,Pune

Hereinafter referred to and called as "**THE VENDOR**". (which expression unless repugnant to the context or meaning thereof shall mean and include her heirs, executors, adminis-trators, successors, and assigns etc.)

..PARTY OF THE FIRST PART

AND

SINHAGAD TECHNICAL EDUCATION SOCIETY, (PAN NO- AABTS 9900 2) w4-
A Society duly incorporated and Registered under the provisions of the Societies Registration Act, 1860, with the Registrar thereof being ex-officio, Deputy Charity Commissioner, Pune at Registration No. MAH/7199/93/Pune dtd.6/7/1993 and also a Charitable Trust duly registered under the provisions of the Bombay Public Trust Act, 1950, with the Deputy Charity Commissioner, Pune at No.F.8282/Pune dtd.12/8/1993, having its Office at 44/1, Vadgaon Bk. Off Sinhadgad Road, Pune - 411 041, by its duly authorised Founder President & Chief Managing Trustee,

PROF.MARUTI NIVRUTTI NAVALE

Age - 53 Yrs. Occ.: Service
R/o. Flat No.106, Green Park, 45/6-10,
Karve Nagar, Pune - 411 052

Hereinafter called "**THE PURCHASER**". (which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators, successors, and assigns etc.)

..PARTY OF THE SECOND PART



हवल-१२		
३७५२	३	२०
२००४		

WHEREAS the Property bearing **S.No.50 (old S.No.83) Hissa No.1 of Village Kondhwa Bk., Tal.Haveli, Dist.Pune** which is totally admeasuring about **H.2.05 Ares** which is more particularly described in schedule I was originally owned by **SMT.VITHABAI DAGDU KAMTHE** .

AND WHEREAS **SMT.VITHABAI DAGDU KAMTHE** expired on 27/6/83 who in her life time has executed her will by which she bequeathed the said land to her grand son (daughter's son) and as per mutation No. 3718 dated 19/1/84 the name of **MR. SUDAM NIVRUTTI SAMGIR** was recorded to the 7/12 extract as the owner occupier and possessor of the said land being the successor legal heir of the deceased.

AND WHEREAS on 21/7/88 **MR. SUDAM NIVRUTTI SAMGIR** sold out an area admeasuring **H.1.40 Ares**, out of **S.NO.83/1** to **Mr. Pravin Manikchand Dugad, Mr. Pramod Manikchand Dugad, Mr. Manikchand Narayandas Dugad, Mrs. Ujawala Pramod Dugad, Mrs. Pramila Pravin Dugad, Mrs. Pushpabai Manikchand Dugad and Mr. Nandlal Chandrakant Bothara** by executing 7 Sale Deeds of **H. 0.20 Ares** each.

AND WHEREAS as per the Deed of Exchange Executed on 4/3/1996 by **Mr. Sudam Nivrutti Samgir** of the one part and **Mr. Pravin Manikchand Dugad, Mr. Pramod Manikchand Dugad, Mr. Manikchand Narayandas Dugad, Mrs. Ujawala Pramod Dugad, Mrs. Pramila Pravin Dugad, Mrs. Pushpabai Manikchand Dugad, Mr. Nandlal Chandrakant Bothara, Mr. Shriram and Malini Gham, Mr. Pundlik Shivram Hirolikar, Mr. Anand S. Pared, Mr. Prmila P. Shaha, M.L. Ekbote, Sopan K. Kanade, H.J. Kabara** of the other part by which the land bearing **S.NO.50 Hissa No. 1** (pot Hissa No. 1/1, 1/2, 1/3, 1/4, 1/5, 1/6, 1/7, 1/5/1, 1/5/2, 1/5/3, 1/7/1, 1/7/2, 1/7/3, 1/7/4, 1/7/5, 1/7/6, were consolidated and merged) admeasuring **H. 1.40 Ares** was given to **Mr. Sudam Nivrutti Samgir**



हवल-१२		
3642	8	20
२००४		

who was holding H.0.65 Ares land and then who becomes the holder owner and occupier of H.2.05 Ares of S.NO.50/1. The Said Deed of Exchange is Registered in the office of the Sub Registrar Haveli III at Sr.No. 1819 Dt. 14/3/96.

AND WHEREAS the Vendor thus becomes the absolute and exclusive owner of the property bearing No. 50/1 at Village Kondhwa Bk., Taluka Haveli, Dist Pune admeasuring 20500 Sq. Mtrs i.e. H.2.05 Ares having exclusive rights, title and interest in the same.

AND WHEREAS for good and sufficient reasons of satisfying the financial needs the present Vendor has decided to sell the said Property to the prospective Purchaser.

AND WHEREAS the Purchaser herein are in need and in search of the Property in the same vicinity and having came to knowledge the intention of the Vendor, the Purchaser approached to the present Vendor and expressed his/their desire to purchase the said Property.

AND WHEREAS the Vendor herein has sufficient clear marketable title the said property and the Vendor is fully empowered to sell and transfer the said property fully described in the schedule -II hereunder written to and infavour of the Purchaser herein.

AND WHEREAS the present Vendor after due discussions and negotiations with the Purchaser and upon the offer given by the Purchaser to the Vendor being found reasonable one and as the highest as per the prevailing market rate; the **Vendor** agreed to sell, transfer and convey the land admeasuring **14000 Sq. Mtrs i.e. H.1.40 Ares** and every part thereof which is market in RED colour in the plan accexed hereto and which is



हवल-१२		
31042	4	20
२००८		

subject matter of this Indenture , Which is more particularly mentioned and specifically described in Schedule II Written hereunder and hereinafter referred to as the said property to the Purchaser herein totally admeasuring 14000 Sq. Mtrs i.e. (H.1.40 ares) for the total agreed consideration price Rs.46,20,000/- (Rupees Fourty Six Lac Twenty Thousand Only) as agreed upon the parties hereto.

AND WHEREAS the consideration price of Rs.46,20,000/- (Rupees Fourty Six Lac Twenty Thousand Only) is accepted by the parties hereto and the Vendor herein has agreed to sell, convey and transfer the said Property and every part thereof to the Purchaser herein with the concurrence of the Consenting Party herein.

AND WHEREAS the purchasers have offered & the Vendor find it suitable the price for the said Property & the Vendor decided to sell & convey the said Property to the purchasers by receiving the entire consideration price from the Purchaser and as it is beneficial to the Vendor; the Vendor here by thus decided to execute a Sale-Deed of the said Property in favour of the purchaser.

AND WHEREAS the parties hereto are therefore desirous of recording by reducing the same into writing these presents :-

NOW THIS SALE DEED WITNESSTH AS UNDER :

1) In consideration of Rs.46,20,000/- (Rupees Fourty Six Lac Twenty Thousand Only) received entirely the Vendor hereby grant, convey, transfer & assured forever unto the purchasers the entire proprietary rights in the said property more particularly described in the schedule-II hereunder written & to have & to hold the said property alongwith easementary rights connected



हवल-१२		
3042	६	20
२००४		

with the same hereby granted, released & assured & to the purchaser forever.

2) The Vendor has received the said consideration of Rs.46,20,000/- (Rupees Fourty Six Lac Twenty Thousand Only) from the purchasers in the following manner :-

Rs.6,20,000/- Rupees.Six Lakh Twenty Thousand only
paid by the Purchaser to the Vendor by
Cheque No.240455 of Central Bank of
India STES EXTN Branch Pune dtd.4/9/04
upon execution of this Sale Deed.

Rs.10,00,000/- Rupees.Ten Lakh only
paid by the Purchaser to the Vendor by
Cheque No.240456 of Central Bank of
India STES EXTN Branch Pune dtd.6/9/04
upon execution of this Sale Deed.

Rs.30,00,000/- Rupees.Thirty Lakh only
paid by the Purchaser to the Vendor by
Cheque No.240457 of Central Bank of
India STES EXTN Branch Pune dtd.30/8/05
upon execution of this Sale Deed.

Rs.46,20,000/- (Rupees Fourty Six Lac Twenty Thousand Only)

(11th 11th - 24th 11th)



हवल-१२		
3642	6	20
२००८		

The payment and receipt where-of the Vendor doth admit and acknowledges the amount of **Rs. 46,20,000/-** (**Rupees Fourty Six Lac Twenty Thousand Only**) and the Vendor hereby released, discharged and exonerate the Purchaser forever.

3. The Vendor hereby transferred vacant and peaceful physical possession of the said Property mentioned in the Schedule - 'II' written hereunder unto the Purchaser forever upon the execution of this Sale Deed.

4. The Vendor assured to the Purchaser that the said Property is free from all encumbrances and Vendor is having clean, clear and marketable title to the said Property and he is also having right to sell/convey the said Property to the Purchaser. The Vendor hereby undertakes to keep indemnified the Purchaser and/or their nominees from any third party interest or claims of whatsoever nature in reference of the said Property.

5. The Vendor further assures unto the Purchaser that the said Property is not the subject matter in any court of law and not encumbered in any way by attachment or is not the subject matter of any suit proceeding or litigation and the Vendor has not received any notice of acquisition and/or requisition or reservation of the said Property. The Vendor hereby assured the Purchaser that the owners of the adjoining properties have no easementary rights of whatsoever nature over the said Property.

6. The Vendor hereby undertake and give permission to the Purchaser for the easementary rights of the Purchaser.

7. The present Vendor has assured to the Purchaser that the said Property is his absolute Property and no one else than the present Vendor has any right, title



हवल-१२		
3642	C	20
२००८		

and interest in respect of the said Property. However, irrespective of this, if it is found that confirmation/consent of some other person is necessary, then the Vendor shall arrange for such confirmation/consent at his own costs on requisition of the present Purchaser.

8. That the Vendor hereby does undertake to indemnify the Purchaser or his nominee/s for any claim/s, demand/s if caused by defective title.

9. The Vendor hereby delivers the vacant & peaceful possession of the said property admeasuring **14000 sq.Mtrs i.e. H. 1.40 Ares.** which is more particularly described in the schedule -II written hereunder unto the Purchaser forever.

10. The Vendor has paid all the resorts, Taxes assessment dues & duties Till today in respect of the said Property. The purchaser shall from the date of this sale deed, pay all the rents taxes duties now chargeable upon the said property. The Vendor hereby undertakes to pay all the dues in respect of the said property if found outstanding in the future.

11. The Vendor hereby covenant with the purchasers that he has sufficient clear marketable title to the said property and that the said property is free from all encumbrances charges, lien or attachment, mortgages etc. Whatsoever and there is no execution or other process or notice of Reservation or acquisition or requisition, repairs etc. or any other impediments where by the Vendor is prevented from conveying the said property. The Vendor further cove-anants with the purchasers that she has full power & absolute authority to grant release, and transfer the said property unto the purchasers & that purchasers shall & may at all



हवल-१२		
342	e	20
२००४		

time herein after peaceably & quietly enter upon occupy possess & enjoy the rights, rents, issues, & profits there of to & for the purchasers benefits without any interruption, claim or demand whatsoever from the Vendor and/or her their respective heirs, or any persons/persons claiming through her.

12. The Vendor hereby covenant that he has good & marketable title to the said property which is free from all encumber-ences, lien or any other charge of whatso-ever nature.

13. The Vendor herein had already Submitted the returns under Section - 6(1) of Urban Land Ceiling and Regulation Act, to the competent Authority, Pune and then the Appeal was preferred to The Divisional Commissioner Pune Division Pune against The order of The competent Authority, Pune and The Divisional Commissioner Pune Division Pune was pleased to delete the property more particularly described in schedule written hereunder from the provisions of Urban Land Ceiling and Regulation Act, 1976.

14. The Vendor shall give co-operation to the Purchaser for entering the Purchaser's name in the 7/12 extract and record of rights for the said Property under this Sale Deed as and when required by the Purchaser. The Vendor should give the necessary consents and signatures for abovementioned purposes.

15. The expenses of stamp-duty & Registration Fees & all other incidental expenses are borne and paid by the purchaser.

16. The said property admeasuring **14000 sq.Mtrs i.e. H. 1.40 Ares.** which is subject matter of this Sale Deed is situated at Kondhwa Bk. and the agreed consideration price amongst the parties hereto is **Rs.46,20,000/-** and the same is considered for the sake of valuation and



हवल-१२		
3642	90	20
२००४		

the necessary stamp duty of Rs.2,31,000/- has been franked hereto and the necessary Registration Fees Rs.30,000/- been paid by Pay Order.

SCHEDULE - 'I'

ALL THAT piece and parcel of land bearing S.No.50 Hissa No.1 of Village Kondhwa Bk., Tal.Haveli, Dist.Pune which is totally admeasuring about H.2.05 Ares within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli No.- Pune and bounded as follows :-

On or towards the EAST : By Land of Mr. Tilekar

On or towards the SOUTH : By land in S.No.81

On or towards the WEST : By the land Of Mr.

Hole And Jagtap

On or towards the NORTH : By land in S.No.90

SCHEDULE - 'II'

(The description of land which is subject matter of this Sale Deed)

All that piece and parcel of the PORTION admeasuring 14000 sq.Mtrs i.e. H. 1.40 Ares. or thereabout for lying as described schedule-I hereinabove situated at Village Kondhwa Bk Tal. Haveli, Dist.Pune and within the limits of Sub-Registrar Haveli No. and within the limits of Pune Municipal Corporation and which is bounded as under :-

On or towards the EAST : By The land of Mr. Tilekar

On or towards the SOUTH : By The Remaining land Admeasuring 65 Ares Mr. Sangirir Vendor

On or towards the WEST : By The land of Mr. Hole & Jagtap

On or towards the NORTH : By The land in S.No.90

Togetherwith easements, appurtenances, ingress, egress, pathways, access, other incidental and ancillary rights thereto, as delineated in the RED colour in the plan annexed herewith which is subject matter of the sale deed.

सह-व. सांगिर



हवल-१२		
3642	99	20
२००८		

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED,
SALED, & DELIVERED BY THE WITHIN NAMED VENDOR.

WITNESS :- *Atosh*.

1) MR. ABHAY N. JOSHI

Anandnagar, Pune - 51

VENDOR

Signature
2) Nilesh Surve
Narayampeth
Pune-411030

(सि. (वि. समीर)
MR. SUDAM NIVRUTTI SAMGIR

PURCHASER

Signature
For SINHAGAD TECHNICAL EDUCATION SOCIETY,
PROF. MARUTI NIVRUTTI NAVALE

I MR. SUDAM NIVRUTTI SAMGIR (VENDOR) being the party of
the First Part herein i.e. the VENDOR hereinabove
mentioned has received the amount of Rs. 46,20,000/-
(Rupees Fourty Six Lac Twenty Thousand Only) as against
the entire consi-deration price for the sale of Plot
fully described in the schedule-II hereinabove vide
Ch.No. 240455, Ch.No. 240456, Ch.No. 240457 of
Central Bank of India, STE EXTN Branch Pune dtd.
totally amounting to Rs. 46,20,000/- from the Purchaser.

I SAY RECEIVED.

(सि. (वि. समीर)

MR. SUDAM NIVRUTTI SAMGIR

(VENDOR)

WITNESS :- *Atosh*.

1) MR. ABHAY N. JOSHI

Anandnagar, Pune - 51

Signature
2) Nilesh Surve
Narayampeth
Pune-411030

शिक्षा

गाव कामगार तलाठी सही

In the Court of Additional Commissioner, Pune Division, Pune

No. ULC Appeal No. 2270/2001

1. Shri. Sudam Nivrutti Samgir
Residing at Kondhwa Budruk,
Pune.

V/s.

The Additional Collector &
Competent Authority,
Pune Urban Agglomeration, Pune.



Appellant

हवल-१२		
3042	93	20
२००४		

Respondent

Appeal U/s 33 of the Urban Land
(Ceiling & Regulation) Act 1976

JUDGEMENT

The present appeal has been preferred against the order passed by the Additional Collector & Competent Authority Pune Urban Agglomeration, Pune in case No. ULC / Desk VII / 1999 dated 08/01/1999.

The Additional Collector and Competent Authority issued No Objection Certificate instead of Order declaring the area of the land as " Non Vacant Land " in respect of the following land.

<u>Sr.No.</u>	<u>Village</u>	<u>S.No./Hissa No.</u>	<u>Total Area (Sq.m.)</u>
1	Kondhwa Budruk	S.No. 50/1	20500.00 Sq.mtrs.

Being aggrieved and dissatisfied with the said decision, the present appeal has been preferred by the Appellant.





हवल-१२		
३०५२	१४	२०
२००४		

It is the contention of the Appellant that properties bearing S. No. 50/1, Kondhwa Budruk, was in agriculture zone and construction was not allowed on the land which was not buildable then and as such could not become part of 'vacant land' as the ruling of the Hon'ble Supreme Court in case of Atia Mohammadi Begum Vs. State of Uttar Pradesh and others is applicable in this case. Though the respondent took into account this point and issued No Objection Certificate, yet failed to issue order to that effect. It is the contention of the Appellant that the property herein above mentioned was in agriculture zone on 17/02/1976 and construction was not allowed on the said land which was not buildable then and as such could not become part of 'vacant land'. Even if the property comes in residential zone on 10/02/1998, it does not come in the purview of U.L.C. Act, as the change in zone after the commencement date of the U.L.C. Act will not affect the status of the land in question as 'non vacant'.

On the date fixed for hearing the counsel for the appellant appeared and argued the matter orally.

I have considered the points of arguments, also gone through the case papers submitted by Appellant and also considered the legal position and various case laws. My observations in the matter are as under:

The appellant's only submission is that the properties in question at S. No. 50/1, Kondhwa Budruk, was reserved in the development plan of the Pune Municipal Corporation for agriculture zone at the time of commencement of the U.L.C. Act. The Appellant has produced the zone certificates dated 21/08/1998 No. KA-3/Zone/Kondhwa Budruk/98 issued by the office of Additional Collector Competent Authority which shows that the land in question was in agriculture zone on the commencement day of the U.L.C. Act. Thus it is admitted position that the land in question was not buildable





हवल-१२	
3042	9420
२००८	

at the time of coming into force of U.L.C. Act and subsequently as per the zone certificate issued by the office of Town Planning Authority Pune dated 08/06/2000 bearing No. Pune / Zone/DK / 339. the properties came in residential zone on 10/02/1998. The facts being so, the lands do not attract the provisions of U.L.C. Act. The ruling of the Hon'ble Supreme Court in case of Atia Mohammadi Begum Vs. State of Uttar Pradesh and others is applicable in this case. The Hon'ble Supreme Court has held that the master plan existed on the date of the commencement of the U.L.C. Act, alone is the criteria to calculate the " Vacant Land " held by the person and not the Master Plan prepared after the date of commencement of the U.L.C. Act. The Govt. of India also vide their circular GIN/WARD Housing Department No. 1/132/76-ULC dated 29/12/1976 have also clarified that reference to the Master Plan should be construed as reference to the Master Plan in force at the relevant time i.e. on the date of the commencement date of the Urban Land Ceiling Act. The competent Authority therefore, should have issued Order declaring the area of the land as " Non Vacant Land " rather than No Objection Certificate in respect of the above mentioned land held by the Appellant.

In view of this position, the area of this land, therefore, appears to be liable for exclusion from the holding of the Appellant and if so the Appellant will have to be declared as ' non surplus holder'.

The Appellant has attempted for the first time to avail the benefits of the said ruling before this authority. As the law point involved in the present matter goes to the root of the case, the delay caused in filing an appeal being a technical matter needs to be condoned and so it is done accordingly in the interest of natural justice. In the result the following order :-





हवल-१२		
3042	9E	20
२००४		

The appeal is allowed. The No Objection Certificate issued by order of the Additional Collector and Competent Authority, Pune Urban Agglomeration Pune in case No. ULC / Desk VII / 1999 dated 08/01/1999 is set aside. As the land in question bearing S. No. 50/1, Kondhwa Budruk, totally admeasuring 20500 Sq.mtrs. does not attract the provisions of Urban Land Ceiling Act, hence as discussed in the body of the judgement, the same is declared as " Non Vacant Land ". The Provisions of U.L.C. Act cannot be made applicable to the above land. The Appellant is declared to be non surplus holder. The Competent Authority is directed to record this order for the reference. No order as to the costs. Parties be informed of the decision accordingly.

Pune-1

Date. 26/10/2001

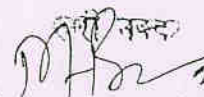



Additional Commissioner
Pune Division, Pune.

Copy fues to The Addl. Collector and Competent Authority;
Pune Urban for information and necessary action.

26-9-08 कार्यवाही २
26-9-08 कार्यवाही 3-9
26-9-08 कार्यवाही 92-80
26-9-08 कार्यवाही 92-80




28/11/01
अध्यायक, पुणे विभाग
पुणे

93

मुमादामु. ८७६ (१०० पानी १०० पेंड्रस)



हवल-१२		
3642	१७	20
२००४		

विकास योजना

पुणे महानगरपालिका

नगर अभियंता कार्यालय

विकास योजना विभाग

भा.क्र. : डी.पी.ओ./३३९

दिनांक : ८.६.२००३

श्री. सुदाम रमसिंग

पुणे प्रादेशिक

विषय :- मान्यताप्राप्त सुधर्मित-विकास योजना आराखड्यानुसार झोनिंग दाखला मिळण्याबाबत.

संदर्भ :- आपला दि. ८.६.२००३ चा अर्ज. डी.पी.ओ. २४९

पुणे प्रादेशिक

मान्यताप्राप्त सुधर्मित-विकास योजना आराखड्यामधील नकाशांनुसार संपूर्ण क्रमांकासाठी आरक्षण वर्गना तपशील खालीलप्रमाणे आहे.

(१) कोटवा सु.य.न.५८ (अर्ज) ही मिळकत मान्यताप्राप्त सुधर्मित-विकास योजना आराखड्यानुसार निवासी विभागामध्ये समाविष्ट केली आहे.

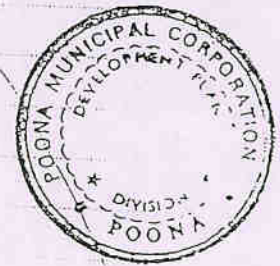
(२) वरील मिळकत / मिळकतीचा काही भाग आरक्षित केली आहे.

(३) वरील मिळकतीचा काही भाग मान्यताप्राप्त सुधर्मित-विकास योजना आराखड्यामधील

२४९५ (१) आर.पी. रत्यात जात आहे.

- (३) ४२
- (६) *उदर मिळकतीचा झोन दाखला/झोनिंग-
विकास क्षेत्र हे प्रादेशिक योजना आराखडा /
ग्राम-विकास-योजना आराखडा या प्रमाणे
दिलेले अग्रगण्य विकास योजना आराखड्यात
(६) जलम मान्यता मिळतेवेळी वामध्ये बंद
होण्याची शक्यता नाकारता येईल नाही, याची
(७) नोंद घ्यावी.

कळाये.



सहायक अभियंता,

विकास योजना,

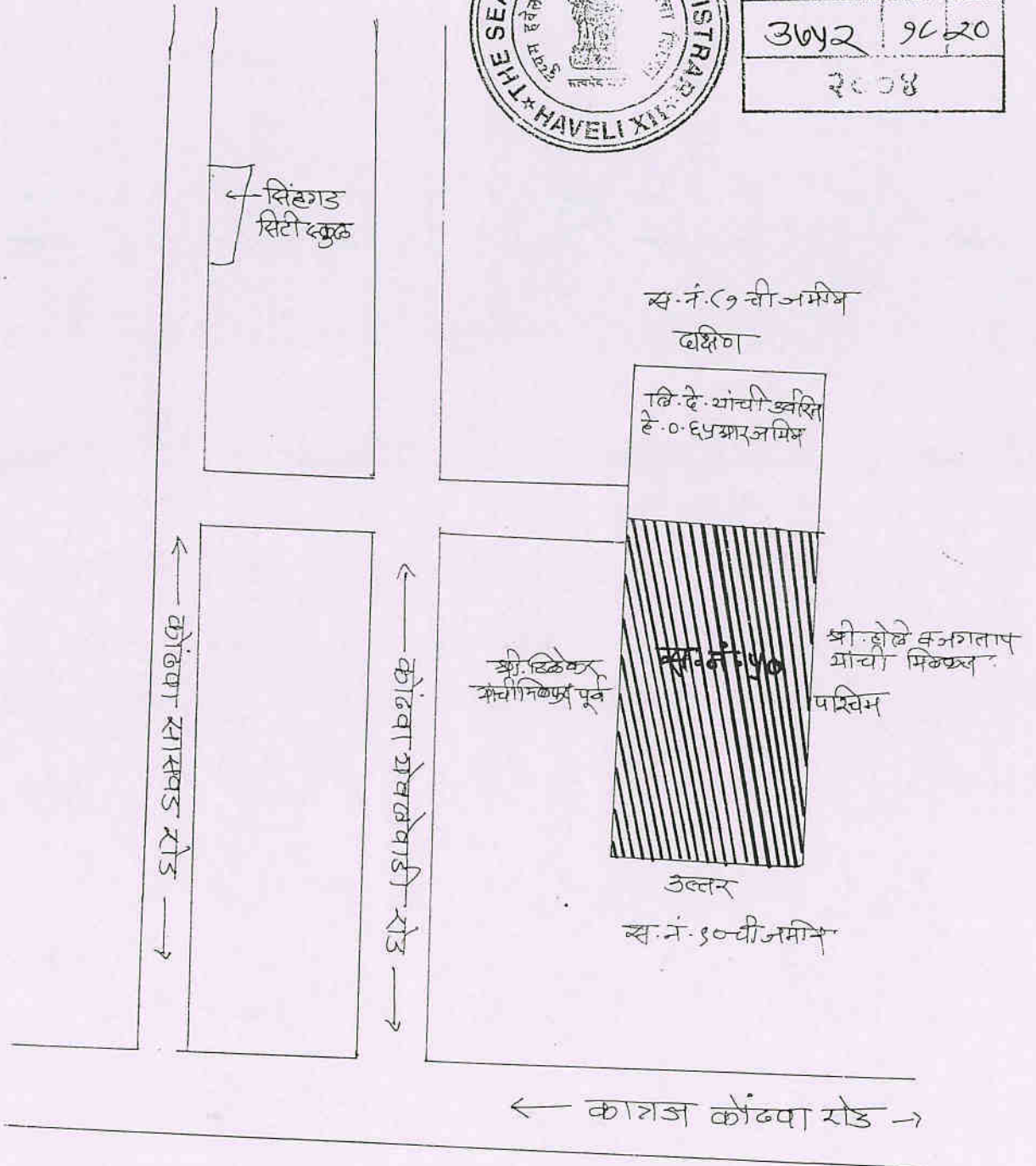
पुणे महानगरपालिका.

टीप :- संपूर्ण क्रमांकाऐवजी पोट हिश्याप्रमाणे दाखला ह्या अस्तित्वास या कार्यालयाकडून जागेवर आणखी कलम घेणे आवश्यक आहे. त्यामधील पोट हिश्याची शारनाच्या भूमापन कार्यालयाकडून जागेवर मोजणी करून त्याप्रमाणे तयार केलेल्या नकाशाच्या तीन प्रती व शुल्क रु. २-५० महापालिकेकडे भरल्याची पावती अर्जासोबत

मौजे कोठवा बुद्रुक, ता. हवेली, जि. पुणे ज़ेमीन स.नं.
५०, हिस्सा नं. १ चा कारणापुरता स्थलदर्शक नकाशा :-



हवल-१२	
३७५२	१८२०
२००४	





दस्त गोषवारा भाग - 2

हवल12

दस्त क्रमांक (3752/2004)

20/20

दस्त क्र. [हवल12-3752-2004] चा गोषवारा
बाजार मुल्य :2706000 मोबदला 4620000 भरलेले मुद्रांक शुल्क : 231000

दस्त हजर केल्याचा दिनांक :04/09/2004 11:03 AM
निष्पादनाचा दिनांक : 04/09/2004
दस्त हजर करणा-याची सही :

पावती क्र.:3764 दिनांक:04/09/2004
पावतीचे वर्णन
नाव: सिंहगड टेक्नीकल एज्युकेशन सोसा तर्फे
प्रेसिडेंट आणि चिफ मॅनेजिंग ट्रस्टी प्रो.मारुती
निवृत्ती नवले

30000 :नॉदणी फी
420 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्का
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

30420: एकूण

दु. निबंधकाची सही, हवेली 12 (कोंढवा बुद्रुक)

दस्ताचा प्रकार :25) अमिहस्तांतरणपत्र
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 04/09/2004 11:03 AM
शिक्का क्र. 2 ची वेळ : (फी) 04/09/2004 11:05 AM
शिक्का क्र. 3 ची वेळ : (कबुली) 04/09/2004 11:06 AM
शिक्का क्र. 4 ची वेळ : (ओळख) 04/09/2004 11:06 AM

दस्त नोंद केल्याचा दिनांक : 04/09/2004 11:06 AM

ओळख :
दुय्यम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना
व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) अविनाश गुलाबचंद कोठारी ,घर/फ्लॅट नं: 307

गल्ली/रस्ता : -

ईमारतीचे नाव : -

ईमारत नं: -

पेट/वसाहत: नारायण पेट

शहर/गाव: पुणे

तालुका: -

पिन: 30

दु. निबंधकाची सही
हवेली 12 (कोंढवा बुद्रुक)

प्रमाणित करण्यात येते की,
या दस्तामध्ये एकूण 20 पाने आहेत

दुय्यम निबंधक हवेली क्र. 12 पुणे

पहिले नंबरचे पुस्तकाचे

3042 नवरी नोंदला

दुय्यम निबंधक हवेली क्र 12

दिनांक 21/9/2004

