



Friday, February 25, 2011

1:02:07 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

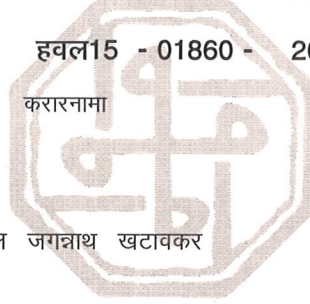
पावती क्र. : 1862

गावाचे नाव बावधन बुद्रुक

दिनांक 25/02/2011

दस्तऐवजाचा अनुक्रमांक हवेली 15 - 01860 - 2011

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: राहुल जगन्नाथ खटावकर

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (43) :- 860.00

एकूण रु. 30860.00

आपणास हा दस्त अंदाजे 1:16PM ह्या वेळेस मिळेल

सह. दुय्यम विभाग (वर्ग-२)
दुय्यम निबंधकपणे
हवेली क्र. हवेली 15 (दिघी)

बाजार मुल्य: 3584616 रु. मोबदला: 4996250रु.

भरलेले मुद्रांक शुल्क: 100000 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: भारतीय स्टेट बँक पुणे ;

डीडी/धनाकर्ष क्रमांक: 816430; रक्कम: 30000 रु.; दिनांक: 24/01/2011



गावाचे नाव : बावधन बुद्रुक

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 4,996,250.00
बा.भा. रु. 3,584,616.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: गाव मौजे बावधन बु. येथील स.नं.340/3,348/1पार्ट,स.नं.348/2 पार्ट या मिळकतीवर बांधलेल्या पेवल्स मधील विंग बी मधील दहाव्या मजल्यावरील फ्लॉट नं 1004 यासी क्षेत्र 73.29 चौ. मी. म्हणजेच 789 चौ.फुट कारपेट व लगतचे टेरेस क्षेत्र 4.73 चौ. मी. म्हणजेच 51 चौ.फुट कारपेट
- (3) क्षेत्रफळ (1)
- (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, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे.श्रीनिवास रेनबो डेव्हलपर्स ABSFS9450K तर्फे भागीदार शामकांत जगन्नाथ वाणी किंवा कैलास बाबुलाल वाणी तर्फे नोंदणीकरीता कु.मू. प्रशांत सुरेश मुनोत - -; घर/फ्लॉट नं: स्वारगेट पुणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(2) रेनबो वास्तुनिर्माण प्रा.लि. तर्फे डायरेक्टर सुनिल पोपटलाल नहार किंवा अरुण जगन्नाथ शिंदे तर्फे नोंदणीकरीता कु.मू. प्रशांत सुरेश मुनोत - -; घर/फ्लॉट नं: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; 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) राहुल जगन्नाथ खटावकर; घर/फ्लॉट नं: मिलेनियम टॉवर हारमोनी सोसा., अ 1-8-आय सेक्टर नं 9 सानपाडा नवी मुंबई; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AGRPCK2268F.
(2) जगन्नाथ धोंडीराम खटावकर; घर/फ्लॉट नं: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: BMXPK3670A.
- (7) दिनांक करून दिल्याचा 25/02/2011
- (8) नोंदणीचा 25/02/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 1860 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 99927.50
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा

मी वाचली
मी रुजवात घेतली

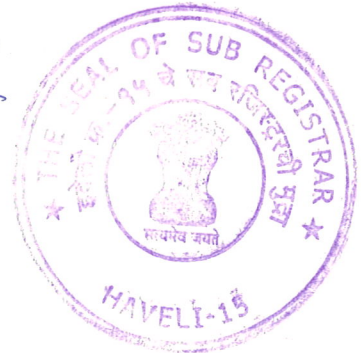
अस्सल वाहुकुम नकल यास दिली

सदर नकल अर्ज स्वताबकर

यांत त्यांचे तारीख 25/2/1999

अर्जावरून समक्ष

तारीख 25/2/1999



दुय्यम निबंधक, हवेली क्र. 94

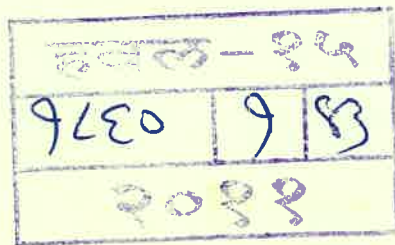
FRANKING DEPOSIT SLIP

AXIS BANK LTD., Pune

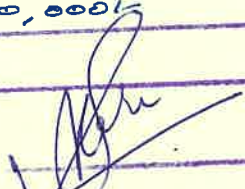
Customer Copy		
Deposit Slip, Pune	Date:	29/1/11
Pay to:	AXIS BANK LTD. A/c Stamp Duty	
Franking Value	Rs.	10000/-
Service Charges	Rs.	10/-
Total	Rs.	1,00,010/-
Name of Stamp duty paying party: Mr. Rahul Jagannath Khatavkar.		
DD / Cheque No. 816429		
Drawn on Bank SBI		
(For Bank's Use Only)		
Tran ID		
Franking St. No.		
Officer		

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is executed here at Pune, on this 25th day of ^{Feb} January month of the year 2011,



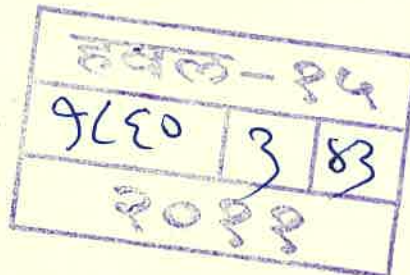
Sankar

Sub-Registrar Office / No:-	Haveli No - 15
Sr No. of Impression:-	09757/114619
Discription of Document:-	Agreement
Property Discription:-	Pebbles (Bardhan)
Consideration Price:-	49,96,250/-
First Party Name:-	Shri nivas developers
Second Party Name:-	Rahul Khatawkar
Stamp duty paid by:-	1,00,000/-
Amount of stamp duty:-	
Signature of Authorised Signatory:-	

a.

b.

c.

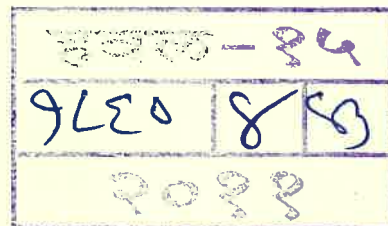


WHEREAS,

- a. all those pieces of land situated in village Bavdhan Bk, more particularly described in SCHEDULE.I written herein (hereinafter *collectively* referred to singularly as the "Said Property"), have been purchased by the Promoter herein, by following three instruments of sale:

Sr. No.	Name of the Vendor	Area	Details of Sale Deed
1	Panacea Builder	Land admeasuring about 18074.09 Sq. Mtrs. out of sanctioned layout of land admeasuring about 00 Hect. 92 Aars, 00 Hect. 69.22 Aars, 00 Hect. 60.75 Aars bearing S. No. 340/3, 348/1(pt), 348/2(pt)	09/06/2010, Registered Haveli No. II at Sr. No. 4268/2010.
2	Fali J Pastakiya and three others	Land admeasuring about 11.53 Aars out of S. No. 348/1(pt),	14/06/2010, Registered at Haveli No. II at Sr. No. 4269/2010.
3.	Panacea Hill Co-op Hsg. Society	Land admeasuring about 4123.01 Sq. Mtrs. (3189.54 Sq. Mts.plus 933.37 Sq. Mtrs. for R. P. Road) out of sanctioned layout of S. No. 340 Hissa No. 3, S. No. 348 Hissa No. 1 (pt), S. No. 348 /2(pt)	14/06/2010, Registered at Haveli No. II at Sr. No. 4270/2010.

- b. In the proceedings under the Urban Land (Ceiling and Regulation) Act, 1976, the Competent Authority, Pune Urban Agglomeration, Pune *vide* his Order dated 30.08.1995 and 15.06.2005, held the holding of the respective previous owners thereof, well within the ceiling limit contemplated therein and even otherwise, the provisions of this act is now repealed by the Urban Land (Ceiling and Regulation) Repeal Act,1999, adopted by the Legislative Assembly and Legislative Council of the State of Maharashtra, *vide* resolution dated 01.12.2007 published in MGG (Extra-ordinary) dated 05.12.2007, and save (i) the exemption granted under section 20, (ii) acquisition under section 10(3) thereof, and (iii) the orders already passed in any given case, all other proceedings lapsed as a result of the repealing Act, and consequently, there is neither any compliance warranted nor there is any impediment for development of and/or disposal of the said Property under the repealed Act,
- c. In conformity with provisions of Maharashtra Regional and Town Planning Act, 1966, the Government of the state of Maharashtra sanctioned/approved and enforced Final Regional Plan of Pune Region w.e.f. 10.02.1998, the said Property is in 'residential zone', and the Hon'ble



NOW THIS AGREEMENT TO SALE WITNESSETH:**1. DEVELOPMENT:**

the Promoter would be developing the said Property in phases, and accordingly would be constructing number of buildings of number of floors comprising of number of flats on the said Property in the housing complex named as "PEBBLES" by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/FSI") originating from the physical area of the said Property, so also additional FAR/FSI by way of Transferable Development Rights ("TDR"), as and when permissible, by availing the same from the market, as is and to the extent permissible under the Development Control Regulations ("DC REGULATIONS), framed under the Maharashtra Regional and Town Planning Act,1966, and/or slum Rehabilitation TDR and/or under any such concerned statute or rules,

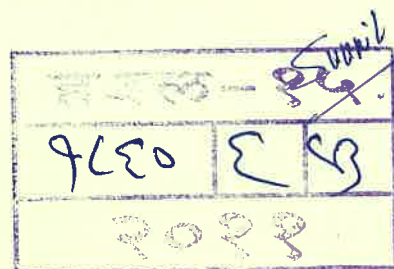
2. AGREEMENT:

Subject to the terms and conditions hereof, the Promoter herein has agreed to sell and the Purchaser herein agreed to purchase **Flat No. 1004** admeasuring carpet area about **73.29** sq mtrs. with adjoining same level terrace having area about **4.73** sq mtrs. On **Tenth** floor in building "**B**". which flat is more particularly described in SCHEDULE II written herein, at or for mutually concluded and agreed lump sum consideration of **Rs. 49, 96,250/- (Rupees Forty Nine Lac Ninety Six Thousand Two Hundred Fifty only)**, excluding expenses for stamp duty, registration fees, service tax (if applicable) or any other taxes levied which shall be paid by purchaser separately in the manner hereinafter mentioned.

3. CONSIDERATION:

- (a) In consideration thereof, the Purchaser has paid part consideration and agreed to pay the balance consideration to the Promoter, for purchase of the said Flat , the said agreed lump sum consideration and price of **Rs. 49, 96,250/- (Rupees Forty Nine Lac Ninety Six Thousand Two Hundred Fifty only)**, and the Promoter has accepted the part consideration and agreed to accept the balance amount of consideration from the

S.No.	Amount (Rs)	Particulars
1	9,99,250/-	Received Till Date
2	499625/-	On Commencement of the Plinth, (10%)



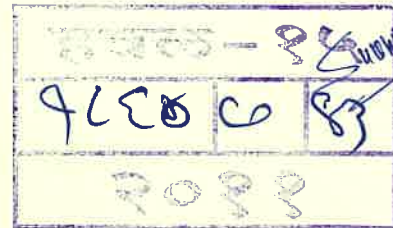
3	499625/-	On Commencement of the Second Slab, (10%)
4	499625/-	On Commencement of the Fourth Slab, (10%)
5	499625/-	On Commencement of the Sixth Slab, (10%)
6	499625/-	On Commencement of the Eighth Slab, (10%)
7	499625/-	On Commencement of the Tenth Slab, (10%)
8	299775/-	On Commencement of the Brick Work, (6%)
9	299775/-	On Commencement of the Plaster Work, (6%)
10	299775/-	On Commencement of the Flooring Work, (6%)
11	99925/-	At the time of Possession and/or at the time when the construction of the said flat is completed or the completion certificate in respect of the said flat is received from the local authority whichever is earlier (2%)
Rs. 49, 96,250/-		Total amount (100%)

The consideration agreed between the parties herein is on lump sum price.

- (b) All payments shall be made by the Purchaser by duly drawn crossed demand draft/ banker's cheque/Cheque payable at par at Pune, payable to and in the name of the Promoter; M/s.Shriniwas Rainbow Developers.
- (c) The time and installments of the balance amount of consideration and/or any other money by whatever name called, agreed to be paid and payable by the Purchaser to the Promoter as mentioned in this instrument, shall always be the essence of this agreement.

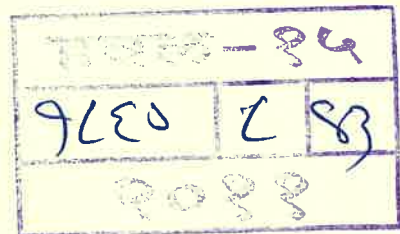
4. TERMINATION:

- (a) In the event of Purchaser committing any default in payment of the amount of consideration/price of the said Flat and/or any other money by whatever name called, payable by the Purchaser under this instrument and/or commits breach of any of the terms and conditions of this instrument, the Promoter shall be entitled to terminate this agreement, by issuing 15 (fifteen) days prior written notice to the Purchaser, which itself shall be, and shall be treated as the cancellation, revocation and termination of this agreement.
- (b) Without prejudice to the Rights of the Promoter to terminate this agreement and other rights of the Promoter available as per the terms and conditions hereof and the concerned statute, in case of default and delay committed by the Purchaser, in payment



of the amount as agreed to herein, the Promoter shall be entitled to claim interest @ 18% per annum from the day it becomes payable till the actual receipt thereof,

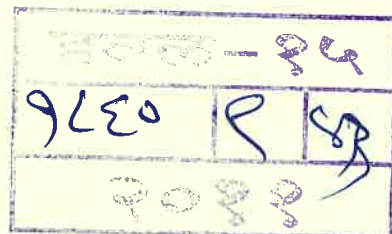
- (c) In case of termination of the said agreement by the Promoter, as mentioned above,
- i) the Promoter shall be entitled to deal with and/or dispose of the said Flat by sale or otherwise, at the risk and consequence of the Purchaser,
 - ii) On termination of this agreement, the Purchaser shall be entitled only to refund of the amount so far till then paid by the Purchaser to the Promoter under this instrument after deducting 2,00,000/- (Rs. Two Lakh Only) there from, towards administrative expenses. The Promoter shall make such refund of the balance amount to the Purchaser on sale of the said Flat and receipt of the such sale proceed,
 - iii) the Purchaser shall not be entitled to any refund of the amount till the said Flat is disposed of by the Promoter and/or the proceeds thereof, are realized,
 - iv) The Promoter shall be entitled to cause unilateral registration of the said notice of termination, witnessing the termination of this agreement.
- (d) In case of termination of the said agreement by the Purchaser,
- i) the Promoter shall be entitled to deduct an amount of Rs.2,00,000/- (Rupees Two lakh only) towards administrative expenses incurred,
 - ii) the Promoter shall be entitled to claim and/or deduct amount as and towards compensation for the damages caused to the Promoter as a result of termination of the said agreement by the Purchaser,
 - iii) The Promoter shall make such refund of the balance amount to the Purchaser on sale of the said Flat and receipt of the such sale proceed,
- (e) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Purchaser on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.



5. PURCHASERS DECLARATION:

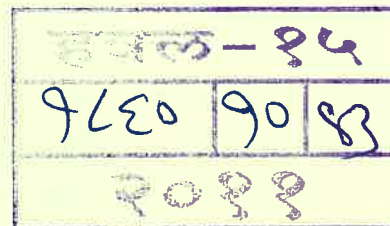
Notwithstanding anything contained anywhere in this Agreement, the Purchaser hereby declares, confirms and agrees that

- (a) The Purchaser is aware that, the promoter agreed to sell the said flat on the basis of the Carpet area and the area of carpet shall be measured wall to wall area before Plaster and does include the area of balcony /terrace the area of carpet shall be conclusive.
- (b) The area of Parking has been allotted for the convenience purposes and avoids the dispute between the flat purchasers and same does not have any co-relation with the price of the flat.
- (c) the Promoter has reserved all its rights to amalgamate and/or sub-divide the said Property and/or any other abutting/adjoining piece of land or otherwise, for which, the Purchaser hereby accorded his irrevocable consent and no objection to the Promoter,
- (d) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the said Property and/or such other adjoining/ abutting pieces of land and Transferable Development Rights ("TDR") as and when permissible and/or Floating Floor Space Index and/or otherwise as and when permitted, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter,
- (e) the Promoter has also reserved all its rights to avail, use, utilize and consume the additional FAR/FSI on the said Property and/or any part thereof and/or the portion later on amalgamated or not with the said Property, including Transferable Development Rights ("TDR") as and when permitted or as Floating Floor Space Index or otherwise by whatever name called, as may be permissible under the concerned rules and regulations,
- (f) the Promoter has also reserved all its rights to develop and/or dispose of by sale or otherwise transfer, the amenity space of the layout to any person of his choice, with or without construction as may be permissible under the concerned regulations and/or surrender such amenity space to the Hon'ble Collector, Pune or concern authority as may be declared as regulatory authority, in lieu or compensation and/or additional FAR/FSI, as the case may be and the Purchaser hereby irrevocably granted and shall be deemed



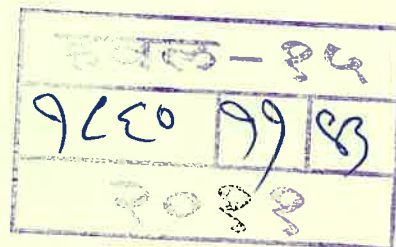
always to have granted his/ her consent for such grant of exclusive facility and/or disposal of amenity space of the layout by the Promoter.

- (g) the Promoter has also reserved all its rights to develop and/or construct upon the open space of the said Property as may be permissible under the concerned regulations,
- (h) the Promoter has also reserved all its rights and discretion to form one or more organizations for the buildings and/or some of the buildings, in phases and/or otherwise, either in the nature of co-operative housing society and/or such other organization as may be permissible in law, and as may be found suitable and convenient by the Promoter, either on the basis of building/s and/or piece of land and/or otherwise entirely at the discretion of the Promoter,
- (i) the Purchaser shall not cause any obstruction and/or impediment and/or raise any objection to the activities of development of the said Property being made phase-wise by the Promoter,
- (j) the Promoter shall be entitled to compensation from the Purchaser in case any obstruction or impediment of any nature raised to the development of the said Property and/or other pieces of land adjoining to the said Property either by amalgamation and/or sub-division and/or consumption of FAR/FSI for any building thereon, by and on behalf of the Purchaser, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment raised by the Purchaser,
- (k) the common area and facilities in the scheme on the said Property (sub-divided or not and subject to the right of the Promoter to add to the area thereof, by amalgamation of other pieces of land) is meant for all the purchasers of the flats in the scheme, irrespective of its conveyance in favour of any of the organizations of the flat purchasers in the project Pebbles,
- (l) the area of the said Flat mentioned in the SCHEDULE-2 given hereto is subject to tolerance therein up to 3%, meaning thereby, in the event of the area of the said Flat mentioned is found to be less up to 3% on completion of construction thereof, the Purchaser shall not be entitled reduce the agreed price, and in the event of the area of the said Flat mentioned is found to be more up to 3%, the Promoter shall not be entitled to any additional amount.



6. CONSTRUCTION:

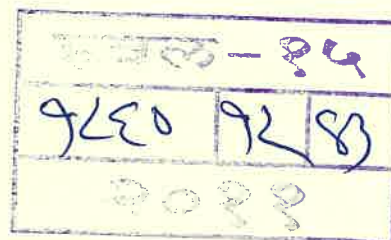
- (a) The Promoter shall complete the construction of the said Flat in accordance with the sanctioned /revised building Plans and specifications, fixtures, fittings and amenities by utilizing FAR/FSI originating from the physical area of the said Property and by utilizing FAR/FSI by way of,
- i) The additional FAR/FSI by way of TDR for amenity, development Plan road or Slum Rehabilitation or by whatever name called availing the same from the market, as is and to the extent permissible under the Development Control Regulations and/or under any such concerned statute or rules,
 - ii) the additional FAR/FSI granted in lieu of surrender of the amenity space relating to the said Property,
 - iii) the additional FAR/FSI granted in lieu of surrender of the area out of the said Property for road or road widening, (iii) the additional FAR/FSI in lieu of any incident relating to the said Property.
- (b) The Purchaser hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the layout of the said Property including amalgamation and/or sub-division thereof, of the plans of the building, (i) in case the same is required to be done under any rule, regulation, enactment then in force, or (ii) consequent to use, utilization and consumption of the additional FAR/FSI for construction of the building on the said Property and/or adding the construction thereto, without adversely affecting the construction of the said Flat as agreed to be purchased by the Purchaser.
- (c) For the afore stated purposes, the Purchaser hereby empowers the Promoter, to make necessary representations for and on behalf of the Purchaser before the concerned authorities, including the authorities of the Hon'ble Collector Pune, for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building; additional or otherwise, without prejudicially affecting the said Flat being purchased by the Purchaser.
- (d) The Promoter shall have preferential/ pre-emptor right to utilize the residual or available FAR/ FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said Property, to which the Purchaser hereby agrees and shall always be deemed to have agreed.



- (e) Subject to the right to revise and of revision of layout and/or the plans for construction of the building on the said Property by the Promoter, as hereinbefore agreed, no part of the said FAR/FSI has been utilized by the Promoter anywhere else.

7. POSSESSION:

- a. The Promoter shall handover possession thereof, to the Purchaser, on issuance of occupation/ completion certificate by the Hon'ble Collector, Pune, within a period of 30 (thirty) months from the date of Plinth checking Certificate. In default thereof, committed by the Promoter therein, however subject to as agreed herein, the Purchaser shall be entitled to terminate this agreement and refund the amount of consideration till then paid along with interest at the rate of 9% per annum from the date of payment/s thereof.
- b. The period of delay caused in completion of the construction of the said Flat on account *inter alia* of
- i) non-availability of building material such as steel, cement, sand, water, electricity,
 - ii) war, civil commotion, strike, hartal, bandh,
 - iii) act *vis majeure*,
 - iv) any notice, order, injunction, stay, rule, regulation, notification of any statutory or government authorities or court of law,
 - v) pendency of any litigation,
 - vi) delay or default in payment of any installment or dues by the Flat Purchaser,
 - vii) delay caused due to any act and/or omission on the part of the local authority in issuing or granting of any permission or approval or certificate including the completion certificate,
 - viii) changes in any rules, regulations, of any statutory authorities or bodies from time to time affecting the development and the project,
 - ix) delay caused in grant of any NOC/ permission/ license/ connection of any services such as elevators, electricity and water connections and meters to the scheme/ flat/ road *et cetera*,
 - x) and any other reason/cause, beyond the control of the Promoter,
 - xi) shall not be calculated/ included in the period for grant of possession of the said Flat as agreed to herein.

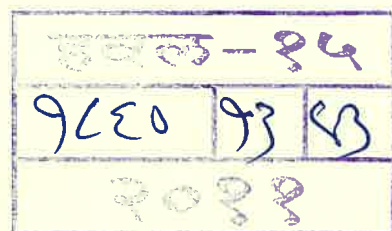


- c. The Purchaser shall take possession of the said Flat within seven days of the Promoter giving written notice to the Purchaser intimating completion of the construction of the said Flat for use and occupation.
- d. At the time of delivery of possession of the said Flat, the Purchaser shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be called upon by the Promoter,
- e. On failure on the part of the Purchaser to take possession accordingly without any reasonable cause (the decision of the Promoter as to reasonability of any such cause being final), the Promoter shall be entitled to terminate this agreement as agreed herein.
- f. Within one year, from the date of handing over of possession of the said Flat to the Purchaser, if any structural defect in the construction of the said Flat/ building is found out to have been done or caused by the Promoter, the Promoter wherever possible, shall be bound to rectify/ remove/ alter/ remedy the same, entirely at the cost of the Promoter.
- g. Under no circumstances the Purchaser shall be entitled to possession of the said Flat, unless the Purchaser shall have paid the entire amount of consideration and other dues as agreed to herein, to the Promoter.

8. PURCHASERS OTHER OBLIGATIONS:

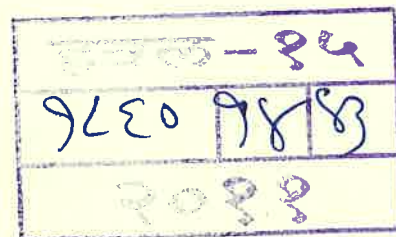
The Promoter has informed the Purchaser and the Purchaser is aware that the Purchase of the said Flat shall be subject to all the following conditions:

- (a) The Purchaser shall be bound and hereby undertakes to and continue to observe, comply with and follow all directions issued by the various authority including Maharashtra Pollution Control Board.
- (b) The Purchaser shall use the said Flat for the purposes permitted by the law of the Land.
- (c) The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- (d) The Purchaser shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever

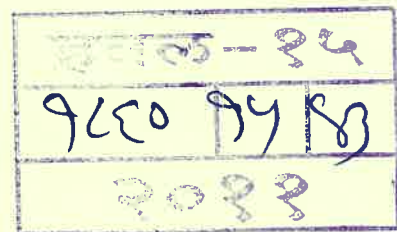


nature in or to the structure or construction of the said flat without the permission of Promoter and concern Planning authority.

- (e) The said Flat shall be imposable, and shall always remain as one. The Purchaser shall not sub-divide and/or dispose of the same in part.
- (f) The car parking area shall not be covered/ enclosed under any circumstances.
- (g) The Purchaser shall maintain the said Flat at his/ her own cost in good repairs and condition from the date of grant of possession of the said Flat is taken.
- (h) The Purchaser shall not store in the said Flat any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, and byelaws of the said organization, statutory or other authorities. Any damage so caused by act or omission on the part of the Purchaser to the said Flat or other Flats in the scheme shall entirely be at the risk as to cost, consequences, damages of such Purchaser.
- (i) The Purchaser shall carry at his/her own cost, all internal repairs to the said Flat and shall keep the said Flat in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.
- (j) The Purchaser shall be bound, observe and comply with all regulations, stipulations, terms and conditions, if any, relating to and in respect of electricity, water, environment laid down and called for from time to time, by any statutory authority including the State or Central Government under any concerned statute at any time either before or after the sanction of the plans for construction of the building or completion of construction as the case may be.
- (k) On delivery of possession, the entire responsibility or liability to retain and maintain the said flat as per the sanctioned plans shall be on the Purchaser. The Purchaser shall not make any deviation there from and in case of any act or omission or default committed therein, the Purchaser alone shall be liable and responsible for any consequence arising there from with cost.



- (l) The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Property/ building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.
- (m) The Purchaser shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Property and/or the building other than designated disposal space or facilities for the entire scheme.
- (n) The construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her Architect in writing
- (o) The installation of any grills or any doors shall only be as per the form prescribed and Promoter's Architect.
- (p) All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason.
- (q) All purchasers in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.
- (r) The Purchaser shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organisation for "use" of the flats in the said scheme or in any other part of the said Property.
- (s) Notwithstanding anything contained anywhere in this agreement, the Purchaser shall not:
- i) demolish or cause to be demolished the flat or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows / grills walls etc or in the flat or any part thereof,
 - ii) make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever

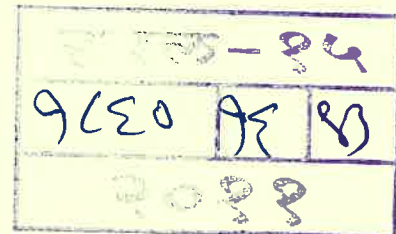


nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,

- iii) make any change in the external colour scheme of the building/ wing in which the flat is located,
- iv) extend the said flat or make any external attachments to the walls of the flat like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the flat,
- v) cover, fully or partially, any terrace or other projection with any structure,
- vi) use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- vii) obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- viii) raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- ix) use or permit any user of the parking space other than parking of the vehicles,
- x) use the elevators which has potentials to damage the same or its operation nor to misuse the elevators.

9. MAINTENANCE, TAXES AND OTHER CHARGES:

- (a) With a view to provide maintenance of the common areas, amenities and facilities for initial period 2 years from the date of possession of the flat and of an ownership project on the said Property, it has been agreed that all the flat purchasers including the Purchaser herein, shall pay to the Promoter lump sum charges **Rs. 2.50 (Two rupees fifty paise only)** per square foot per month of carpet area including the balcony/terrace area towards the outgoings, as may be decided in the best interest of common maintenance by the Promoter, towards the maintenance charges. In this event, prior to grant of



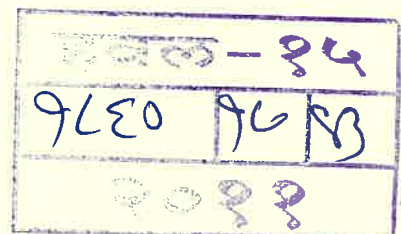
possession of the said Flat by the Promoter to the Purchaser, the Purchaser shall deposit the 2 years maintenance charges with the Promoter. In addition to the same the flat purchaser shall pay the service tax at actual.

(b) The maintenance referred to herein, shall include only following items:

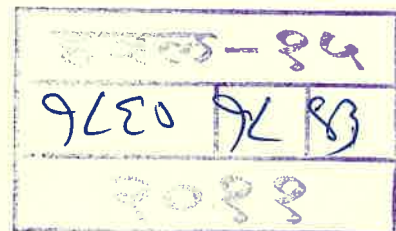
- i) Housekeeping and cleanliness
- ii) Maintenance contracts of Lifts, Generators, S.T.P., water pumps, swimming pool, gymnasium equipments, Dish Cable, Broad Band etc. as applicable
- iii) Running cost of all the equipments and instruments above, except however, the cost of prorated generator supply to individual flat/s,
- iv) Common Electricity Bills
- v) Security Charges
- vi) Gardening Charges
- vii) Running expenses for clubhouse and swimming pool, gymnasium, play grounds and equipments thereof
- viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- ix) N.A. Taxes and Refuge area taxes
- x) Pest Control charges
- xi) Garbage converter
- xii) Rain water harvesting
- xiii) Water Supply System
- xiv) Fire Fighting System
- xv) Gas Bank
- xvi) Intercom System

(c) It is agreed between the parties that said maintenance shall Not include the items mentioned below, and the Purchaser and/or the Association/ society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the flat purchasers.

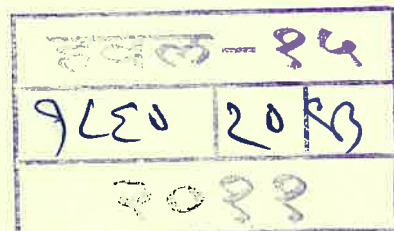
- i. Society and Managing Committee administration,
- ii. Insurance for building/ flats/ equipments/ machinery, towards theft, fire etc. and such any other related expenses,
- iii. Sinking funds etc.
- iv. Property taxes of building/ flats/ common amenities etc.



- v. Any other taxes, levies, cess etc. of the property,
 - vi. Any other statutory charges,
 - vii. Repairs and leakage/ seepage to the property or any part thereof.
 - viii. Wear and tear charges.
- (d) After the period mentioned herein, the Promoter shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of flat purchasers appointed by the Promoter.
- (e) The Purchaser has understood the entire scheme of maintenance in detail. The Purchaser admits and agrees to the same, so that the maintenance of the entire Scheme is not hampered in any way due to lack of or non-payment of the finance or charges by the members of the organization.
- (f) Any default therein, shall entitle the Promoter, to claim reasonable interest, without prejudice to the right of such Promoter to treat the same as default and breach of this agreement and rules and regulations.
- (g) The price of the said Flat as agreed to herein be inclusive of all charges and expenses for installation of electricity connection, transformer, electricity meter, electricity supply from MSEDCL or any such authority.
- (h) The Purchaser shall maintain at his/ her own cost the said Flat, fixtures, fittings, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.
- (i) The Purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Flat and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said Flat whichever, is earlier.
- (j) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax/ penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or



- (c) All the payments agreed to herein and otherwise required to be made by the Purchaser otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Purchaser.
- (d) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Property and the building/s or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to the Purchaser, and open spaces, parking, lobbies *et cetera*, will remain the property of the Promoter until the said Property and the building/s, save and except any part reserved by the Promoter is transferred to the Purchasers or the said organization. The Promoter shall be entitled to dispose of such open space, terrace, parking, garden space *et cetera*, to any Flat Purchaser for which the Purchaser hereby grants and is always deemed to have granted the consent.
- (e) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Purchaser by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer.
- (f) The Purchaser shall not, without the written permission of the Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Flat, terrace and/or parking nor shall assign this agreement to any person until the execution of the conveyance as mentioned hereinbefore. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.
- (g) The Purchaser shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Flat or any part thereof and to make good any defects found in respect of the said Flat or the entire building or any part thereof.
- (h) In the event of any organization as agreed being formed and registered before the sale and disposal of all the Flats in the building, all the powers and authorities and rights of the purchasers herein shall be always subject to the rights of the Promoter under the agreements entered into by the Promoter with the purchasers, development rights of the



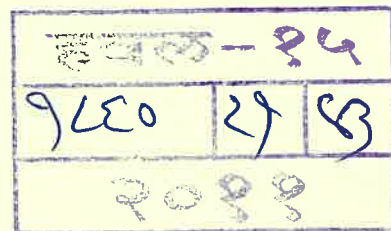
said Property of the Promoter, right to dispose of unsold flats and all other incidental, ancillary and supplementary rights thereto.

- (i) The Purchaser shall present this agreement at the office of the Sub-Registrar, Haveli, Pune, for registration within the time prescribed by the Registration Act and upon intimation thereof by the Purchaser, the Promoter shall attend such office and admit execution thereof.
- (j) All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by certificate of posting at his/her/ their address written hereinbefore first.

11. ORGANISATION:

The parties further agree that,

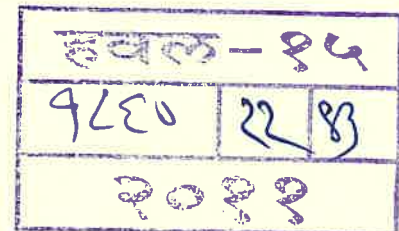
- (a) the scheme being implemented on the said Property shall always be known and called as "PEBBLES" and the buildings being constructed on the said Property shall always be known as A, B and C Building; the same shall not be changed ever,
- (b) it shall be the sole discretion of the Promoter either to form a co-operative society under the Maharashtra Co-operative Societies Act, 1960, and/or admit or cause to be admitted the purchaser herein in the said Society as a member and/or
- (c) form one or more associations of flat purchasers under the Maharashtra Apartment Ownership Act, 1970, by submitting the concerned portion of or the said Property with the buildings thereon, to the provisions thereof,
- (d) in the event an association of apartment owners is formed on submission of the said Property and the buildings constructed thereon,
- i) each flat shall have undivided share in the form of percentage, arrived at on the basis of the outer surface area of the given flat to the total area of all the flats in the entire scheme, in the said Property and in the common areas and facilities.
- ii) the Promoter shall execute or caused to be executed a conveyance in the nature of deed of apartment in favour of each of the purchaser within a period of 1 (one) year from the completion of the entire project and on selling all the flats/areas and obtaining final completion certificate of the entire project.



- (e) in the event the Promoter promotes a separate one or more co-operative housing societies for one or more buildings, the Purchaser shall become a member thereof, and the proposed Society, the Members and the Promoter shall execute or caused to be executed a conveyance in the nature of sale of the said Property and the buildings thereon; in part or otherwise, in favour of such society or societies, as the case may be,
- (f) under no circumstances, the Purchaser shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Purchaser either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser,
- (g) all expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Purchaser,
- (h) the execution of the conveyance of the flat and/or flats, buildings and the property in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations provided herein of and on the Purchaser and the flat being purchased by him *vis a vis* the Promoter.

12. LOAN:

- (a) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Plot, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Plot in favour of such bank/s and/or financial institute and/or person for the loan.
- (b) The Purchaser hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- (c) In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Purchaser.
- (d) However, the Promoter shall keep the Purchaser duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.



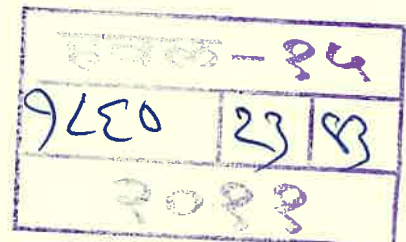
- (e) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Purchaser to make payment of the balance amount payable by the Purchaser to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Purchaser to such lender, shall be, and shall be treated to be the payment made by the Purchaser to the Promoter.

13. APPLICATION OF LAW:

- (a) The said Flat has been purchased as per the provision of the Article 5 (g-a) (ii) of the Bombay Stamp Act, 1958, by the said Purchaser has paid the said agreed consideration as mentioned in this agreement from time to time by way of investment for which the purchaser herein is entitled for adjustment of the stamp duty which is paid on this agreement on the conveyance or agreement to sale to subsequent purchaser.
- (b) Except otherwise mentioned and provided herein, this agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963.

STAMP DUTY:

The consideration of the said Flat / accommodation as agreed between the Promoter and the Purchaser herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Flat / accommodation. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule – 1, Articles 25(d). The Purchaser/s here has paid stamp duty of **Rs. 1, 00,000/- (Rupees One Lac only)** along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, livable on the conveyance, which is to be executed by the Promoter and the Owners/Consenting Party in favor of the Purchaser/s herein. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the purchaser/s.



SCHEDULE I
(description of the said "PROPERTY")

All those pieces of land,

- a. Land admeasuring about 18074.09 Sq. Mtrs. out of sanctioned layout of land admeasuring about 00 Hect. 92 Aars, 00 Hect. 69.22 Aars, 00 Hect. 60.75 Aars bearing S. No. 340/3, 348/1(pt), 348/2(pt)
- b. Land admeasuring about 11.53 Aars out of S. No. 348/1(pt),
- c. Land admeasuring about 4123.01 Sq. Mtrs. (3189.54 Sq. Mts.plus 933.37 Sq. Mtrs. for R. P. Road) out of sanctioned layout of S. No. 340 Hissa No. 3, S. No. 348 Hissa No. 1 (pt), S. No. 348 /2(pt)

situate at village Bavadhan Bk., Taluka Mulshi, District Pune, within the limits of the Registration District of Pune, Sub.Registrar, Mulshi and Zilla Parishad Pune District, Panchayat Samiti Mulshi and which are collectively bounded by as under:

East ... Ram Nadi
 South ... Part of Survey No. 348/2 and 4
 West ... Survey No. 340/2
 North ... 18 Meter Road

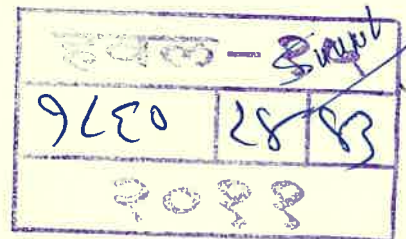
Together with easement, appurtenances, pathways, ingress, egress, incidental and other ancillary rights thereto.

SCHEDULE II
(Description of the said "FLAT")

All that

Building	B
Residential Flat No.	1004
Area	73.29 sq. mt. (789 sq. ft.) carpet area
Attached Terrace	4.73 sq. mt. (51 sq. ft.) carpet area
Floor	Tenth

being constructed on the said Property, more particularly described in the Schedule I written above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

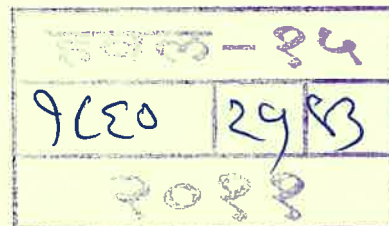


AMENITIES

- Club House with Gymnasium & indoor games.
- Swimming pool with splash pool.
- Children's play area.
- Basket ball court.
- Jogging track.
- Piped gas system.
- Amphitheatre.
- Rain Water Harvesting.
- Sewage treatment plant.
- R.C.C Footings and columns upto podium level.
- R.C.C. Load-Bearing monolithic RCC walls & slabs for super structure.

SPECIFICATIONS

- Modular Kitchen with Faber/ Equivalent hub and Chimney
- 24" X 24" Vitrified Tiles
- Anti Skid Floorings in terrace and Toilets
- Jaguar / Equivalent make Bath Fittings
- Legrand / Equivalent Electrical Switches
- Kohler / Equivalent Sanitary Fittings
- Anodised Windows With Mosquito net & Grills
- Windows Sill in Granite / Marble
- Exhaust Fans in Kitchen and Toilet
- Designer Entrance Door
- Internal OBD and Acrylic Paint for External Finish
- Colour LCD Touch Screen Panel with Intercom Facility
- Emergency Alarm / Panic Button Installed in All Apartments
- LPG gas Detector that Alerts you and Security at main Lobby
- Provision for Inverter



In witness whereof, the parties hereto have signed and executed this Agreement to sell on the date and at the place herein before first mentioned.

M/S SHRINIWAS RAINBOW DEVELOPERS,

Through its Partners,

MR. SHAMKANT JAGANNATH WANI

Or

MR. KAILAS BABULAL WANI

AND

RAINBOW VASTU NIRMAN PVT. LTD.,

Through its director

MR. SUNIL POPATLAL NAHAR

Or

MR. ARUN JAGANNATH SHINDE

PROMOTER/s



Shamkant



Sunil

Party of the First Part

Signed, sealed and delivered by the within named Purchaser /s,

1.MR. RAHUL JAGANNATH KHATAVKAR



Rahul

2.MR. JAGANNATH DHONDIRAM KHATAVKAR

PURCHASER/s



J. KhataVKAR

Party of the Second Part

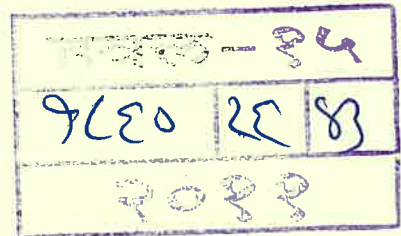
WITNESS

1. Sanket Vaidya
Bardhan Pune

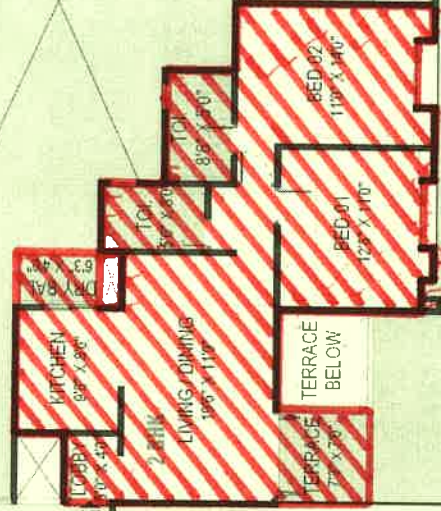
Sanket Vaidya

2. Nisha Zarekar
Shivajinagar, Pune.

Nisha Zarekar



**BLDG - 'B' (2 & 3BHK)
FLOOR 2,4,6,8,10**



Handwritten signature



Handwritten numbers and text in a box: 802, 801, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

JAGANNATH D KHATAVKAR
DHONDIRAM KHATAVKAR
 05/10/1941
 Permanent Account Number
BMXPK3670A

Signature 

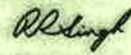


स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AGRPK2268F

नाम /NAME
RAHUL JAGANNATH KHATAVKAR

पिता का नाम /FATHER'S NAME
JAGANNATH DHONDIRAM KHATAVKAR

जन्म तिथि /DATE OF BIRTH
04-10-1974

हस्ताक्षर /SIGNATURE


आयकर निदेशक (पद्धति)
DIRECTOR OF INCOME TAX (SYSTEMS)



विवरण - १५
१८६० २८ १८
२०११

घोषणापत्र

मी प्रशांत सुरेश मुनेत याद्वारे घोषित करतो की, युद्धम निबंधक हवेली क्र. १५- यांचे वायव्येलायत जॉर्ज टॉपिंग - दरगा या शिर्षकाच्या वरत नोंदणीसाठी सादर करण्यात आला आहे. मे. मिनिवास रेन्डो डेव्हलपर्स यांनी दि. ०९/११/२०१२ - रोजी भूमा अ.क्र. २४/११/२०१२ हवेली-१५- अन्वये दिलेल्या कुलमुख्यास्थारपत्राच्या आधारे मी, सादर वरत नोंदणीस सादर घेतला आहे / निष्पादीत करून घेतली जाऊ शकते आहे. सादर कुलमुख्यास्थारपत्र लिहून देणार यांनी कुलमुख्यास्थारपत्र रद्द केलेले नाही किंवा कुलमुख्यास्थारपत्र लिहून देणार वयवतीपैकी नोंदणीची अयत झालेले नाही किंवा अन्य कोणाच्याही कारणांमुळे कुलमुख्यास्थारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुख्यास्थारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे वाचन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची भला जाणित आहे.

कुलमुख्यास्थारपत्रधारकाचे नांव : प्रशांत सुरेश मुनेत

साही : 



हवेली-१५		
१६०	२९	१३
२०१२		

OFFICE : SANCHETI CHAMBERS, 307 NARAYAN PETH, LAXMI ROAD, PUNE-411 030.
TEL. : 020-2445 72 66, 2445 58 19 FAX : 020-2449 55 85. CELL # 98220 25120
RESI : 4, SUPARSHVANATH 'C' SOC., BIBVEWADI PUNE - 411 037
TEL. : 020- 2421 65 43, 2421 37 33. E-MAIL : kotharlavinash11@rediffmail.com

Avinash Kothari

B. Com., LL. B.

ADVOCATE & NOTARY (UNION OF INDIA)

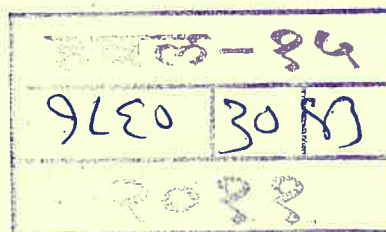
CERTIFICATE

This is to certify that I have investigated the title to the aforesaid property bearing a) S. No 340 Hissa No. 3, totally admeasuring H.0.92 Ares, assessed at Rs. 5.69 Paise and b) S. No 348 Hissa No. 1, totally admeasuring H.0.80.75 Ares, assessed at Rs. 1.70 Paise out of which area admeasuring 7910 sq.mtrs. and c) S. No 348 Hissa No. 2, totally admeasuring H.0.80.75 Ares, assessed at Rs. 2.75 Paise out of which area admeasuring H.0.60.75 Ares, which is more particularly described in the schedule there in the said documents and have perused the title-deeds and certify that, in my opinion the title of M/S. SHRINIWAS RAINBOW DEVELOPERS, PUNE is clean, clear and marketable and free from encumbrances & M/S. SHRINIWAS RAINBOW DEVELOPERS, PUNE Pune is perfectly entitled to develop the said area of the said property, and to construct & sale the flats or units thereon in the said ownership scheme called "PEBBLES" to the genuine purchasers.

Pune

Dtd. 02/10/2010

Avinash Kothari
(Advocate)



गा.न.नं.क्र. ७,७ अ व १२

शिका

गांव :- बावघन ॥

तालुका : मुळशी, जिल्हा : पुणे

भूमापन क्रमांक सर्व नं.गट क्रमांक	हि. क्र. शिका	धारणा प्रकार	गा. न. नं. ७	खाते क्रमांक
३४०	३	जा	मालकाचे नांव शिका श्री रामचंद्र चडवळ रंगनाथ रामचंद्र चडवळ	कुळाचे नांव
भूमापन क्रमांकांचे स्थानिक नांव	शिका		२१४ ११७५ १६०६ पॅनामिया हिल को. ऑ. अ. ली तर्फे डेव्हलपर्स श्री रामेंद्र उत्तमचंद्र डुड	इतर सविस्तर मेकायट्रेडर डेव्हलपर्स ५६१९ २६२५ २६२९ २७०३ २७२२ २७२६ २६४६ ४८०३
लागवड योग्य क्षेत्र जिरायत...	एकर हेक्टर	गुंटे आर	३६०४ डी.टा.७०११२१४ २४४ तलाठी	
बागाइत...	०-९९		जे. पॅनामिया लिडर्स तर्फे पॅनेल आजयशम व्हाइसम मुड्या	
भात शेती...	०-९९		सीमिटाव रेव्ही डेव्हलपर्स तर्फे श्रीगणेश रामकांत जगन्नाथ	
एकुण...			बाणी (खोडी) २२५० २२५१	
पो.ख...				
वर्ग (अ)...	०-०१			
वर्ग (ब)...				
एकुण...				
आकार	०-९२			
जुडी आथवा विशेष आकर पाण्याबाबत	५-९९			
एकुण	५-९९			

गा.न.नं.क्र. ७ अ

गा. न. क्र. १९

वर्ष	जमीन करणाऱ्याचे नांव	रीत	हंगाम खरीप रब्बी	पिकाखालील क्षेत्र									पडीक व पिकास निरुपयोगी अशा जमिनीचा तपशील		पाणी पुरवठ्याचे साधन	शेरा
				मिश्र पिकांचे एकुण क्षेत्र			मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र			अमिश्र पिकांचे क्षेत्र			प्रकार	क्षेत्र		
				मिश्र पिकाचा संकेतांक	जलसिंचित	अजलसिंचित	पिकांचे नांव	जलसिंचित	अजलसिंचित	पिकांचे नांव	जलसिंचित	अजलसिंचित				
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७
१९९९	२४															कोठार/केल

मुळे प्रतीचा असल उतारा दिला.

तारीख

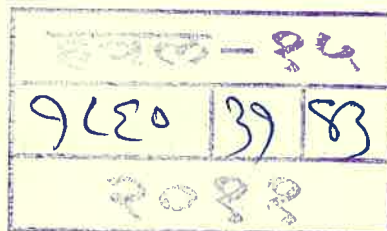
गावकायमागर तलाठी सही

तलाठी वसिधाम मुळशी

(मागे पहा)

स. मुळशी, जि. पुणे

20 DEC 2010



गा.न.नं.क्र. ७,७ अ व १२

नाव :- बावधन बुद्ध

तालुका : सुळशी, जिल्हा : पुणे

शिका

भुमापन क्रमांक सर्व नं.गट क्रमांक	हि. क्र.	धारणा प्रकार	गा. न. नं. ७	खाते क्रमांक
3819	सी पुरवणी			
भुमापन क्रमांकांचे स्थानिक नांव			मालकाचे नांव मि. पं. मी. वि. तर्फे पट्टेकर आनंदराव का. राम. मु. सा. फोन ०२२७१८८ आर (४९९०)	कुळाचे नांव
लागवड योग्य क्षेत्र जिरायत... बागाडत... भात शेती... एकुण...	एकर हेक्टर	गुंडे आर	क्षेत्रीय रिकॉर्ड डेव्हलपमेंट तर्फे आगीदार शामकांत प्रगणनाध्यायी (सीड) (४९५०) (४९५१) (४९५२)	इतर सविस्तर
पो.ख... वर्ग (अ)... वर्ग (ब)... एकुण...				
आकार				
नूडी आथवा विशेष आकार पाण्याबाबत				
एकुण				

गा.न.नं.क्र. ७ अ

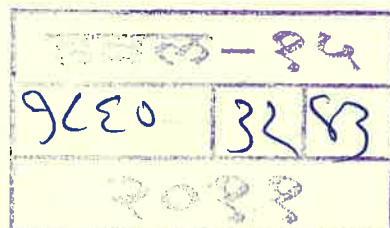
गा. न. क्र. १२

वर्ष	जमीन करणाऱ्याचे नांव	रीत	हंगाम खरीप रब्बी	पिकाखालील क्षेत्र									पडोके व पिकास निरूपयोगी अशा जमिनीया तपशील		पानी पुरवठ्याचे साधन	शेण
				मिश्र पिकांचे एकुण क्षेत्र			मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र			अमिश्र पिकांचे क्षेत्र			प्रकार	क्षेत्र		
				मिश्र पिकांचा संक्रमांक	जलसिंचित	अजलसिंचित	पिकांचे नांव	जलसिंचित	अजलसिंचित	पिकांचे नांव	जलसिंचित	अजलसिंचित				
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७
१९९९	कु						५५									
							०.५५०.७५									

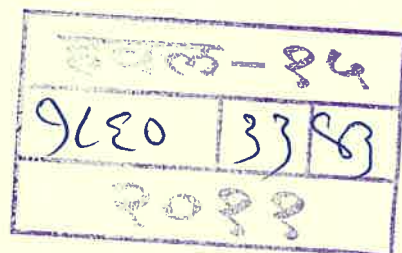
४ प्रतीचा अस्सल उतारा दिला.

तारीख 20 DEC 2010 गावकामगार तलाठी सही

तालुकी बावधन बुद्ध
गा. सुळशी, जि. पुणे (भागे पहा)



भूमापन क्रमांक स. नं./गट क्र.	हिस्सा क्रमांक	धारण प्रकार	गा. नं. क्र. ७	खाते क्रमांक
३४८	२	भोवती	मालकाचे नांव १) तुकाराम २) अशोक ३) लाकडणा ४) शिवताळई शिकु कांबळे (११५२) (१५४०) (१८१६) (३१५४) पैनासिया जिला को. ऑ. ६०३३ बोसा. लि. तर्फे चिंमरमन पैनासिया फॉर्म क्षेत्र ०.२६०.७५ आर (३६४८)	कुळाचे नाव
भूमापन क्रमांकाचे स्थानिक नांव		[न.शती] जुनी शती		
लागवड योग्य क्षेत्र	हेक्टर	आर		
जिरायत	० = ८०.७५		अयिन रक्षाहणा जाथव क्षेत्र ०.२०२ आर (१३३६)	
बागायत			१) रतन उताम मरोडे २) रवि उताम मरोडे ३) लिंजळई उताम मरोडे ४) अंगल विजय मोसले ५) पिशाल विजय मोसले क्षेत्र ०.२०१५ आर (१५१५)	इतर अधिकार [नवीन शती] जुनी शती (३३२६) शोभा आनंद मोनवणे (११५२) (१५४०) (१८१६) (३६४८) शोनी व्यनरिक्त बापदस काजार भापयि (मुळ्याकनावे ५० इक्क रकम अरनेव पाम (३३२६) (१०२५)
भातशेती			१) निहल गणयत डावरे २) कोडीका बाबु मिडगुले ३) विश्वरा व्यंकटवा अंडारी उर्फ कलाल क्षेत्र ०.२०२ आर (१५१६)	१) सुमेधा अ वर्षी आनंद मोनवणे ३) अहसा संदिप वनसे (५०५०)
एकूण	०.२८०.७५		ज्योती पदमनामन अमारी क्षेत्र ०.२०३ आर (१५२५)	
पो. ख.			को. पैनासिया जिल्ही तर्फे पाईकर आनंदराम काडुसाम मुथ्या क्षेत्र ०.२६०.७५ आर (१२१०)	
वर्ग(अ)			श्रीनिवास रेवजी जेखलपती तर्फे भागीदार शासकीय अगव्याथ वाणी (३३३) क्षेत्र ०.२६०.७५ आर (१२५०) (१२५१)	
वर्ग (ब)			१०२७५, ५००२	
एकूण	०.२८०.७५			
आकार	रुपये	पैसे		
जुडी अथवा	२ -	७५		
विशेष आकार				
पाण्याबाबत				
एकूण	२ =	७५		

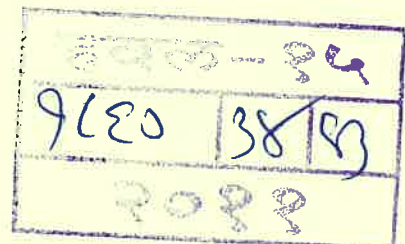


गा. न. क्र. ७ अ		गा. न. क्र. १२											पडीक व पीकास निरुपयोगी अशा जमिनीचा तपशील		पाणी पुरवठा	
वर्ष	जमिन करणाऱ्याचे नाव	रीत	हंगाम खरीप रब्बी	मिश्र पीकाचे एकूण क्षेत्र			मिश्र पीकातील प्रत्येक पीकाचे क्षेत्र			अमिश्र पीकाचे क्षेत्र			प्रकार	क्षेत्र		
				मिश्र पी. संकेतांक	जलसिंचित	अजलसिंचित	पिकाचे नांव	जलसिंचित	अजलसिंचित	पिकाचे नांव	जलसिंचित	अजलसिंचित				
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	
१९९९	शु						कैलास	पड								वडा
							०३१०	०००००५								
मकल तयार तारीख 20 DEC 2010																
टीप :- के. फा. नोंद क्र ४८५५, ५००२ निर्णयावर आहे.				तलाठी सावधान बुक ना. मुळशी, जि. पुणे												

अस्सल उतारा दिला

तो.

तलाठी



- वाचा :- १) पॅनासिया हिल को.ऑप.सोसायटी लि. तर्फे ट्रेझरर श्री. राजेंद्र उत्तमचंद्र दुगड व इतर तर्फे श्री. कैलास बाणी व श्री. सुनिल नहार रा. सणस मेमोरीज, एफ सी. रोड, शिवाजीनगर पुणे दि. १०/८/२०१० रोजीचा अर्ज
- २) मा.आयुक्त, पुणे विभाग पुणे यांचेकडील परिपत्रक क्रमांक मह-२२/ जमिन/ जनरल/ आरआर/७७२/०३ दिनांक २२/९/२००३
३. सहाय्यक संचालक, नगर रचना पुणे ३० यांचेकडील रेखांकन/एनएथीपी/मी. बायधन बु./ता. मुळशी/स.नं.३४०/३ व इतर /ससंपु/१५८९ दि. २८/९/२०१०
- ४) या कार्यालयाकडील आदेश क्र पमअ/एनए/एसआर/१८९/२००६ दि. १०/९/२००८



जिल्हाधिकारी कार्यालय पुणेठ-
महसूल शाखा
क्र.पमअ/एनए/एसआर/३४६/१०
पुणे १ दि.०९/१०/२०१०

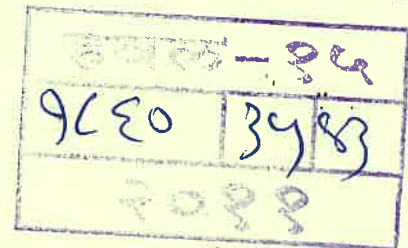
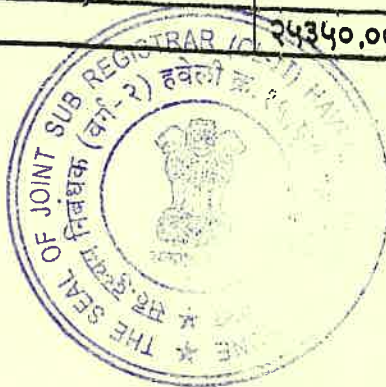
विषय :- मीजे. बायधन बु. तासुका मुळशी येथील स. नं. ३४०/३, ३४८/१पै., ३४८/२पै. मधील २३९८५.०० चौ.मी क्षेत्र म.ज.म. अधि.१९६६ कलम ४४ नुसार निवासी प्रयोजनार्थ सुधारित रेखांकन /बांधकाम आराखड्यांना मंजूरी मिळणेबाबत

आदेश

पॅनासिया हिल को.ऑप.सोसायटी लि. तर्फे ट्रेझरर श्री. राजेंद्र उत्तमचंद्र दुगड व इतर तर्फे श्री. कैलास बाणी व श्री. सुनिल नहार रा. सणस मेमोरीज, एफ सी. रोड, शिवाजीनगर पुणे यांनी दि. १०/८/२०१० रोजी विषयांकित जमीनीमध्ये निवासी वापरासाठी सुधारित रेखांकन व बांधकाम नकाशांना मंजूरी मिळणेकामी या कार्यालयाकडे विनंती अर्ज केलेला आहे.

मीजे बायधन बु. ता. मुळशी जि. पुणे येथील खालील वर्णनाची जमीन पॅनासिया हिल को.ऑप.सोसायटी लि. तर्फे ट्रेझरर श्री. राजेंद्र उत्तमचंद्र दुगड व इतर यांचे नावे खालील प्रमाणे हक्कनोंदणीस दाखल आहे.

४ जमिन मालकाचे नांव	स.नं.	७/१२प्रमाणे	बिनशेतीचे क्षेत्र (चौ.मी.)
पॅनासिया हिल को. ऑप. ही.लि. तर्फे ट्रेझरर श्री. राजेंद्र उत्तमचंद्र दुगड	३४०/३	९२००.०० चौ.मी.	९२००.०० चौ.मी.
पॅनासिया हिल को. ऑप. ही.लि. तर्फे चेअरमन प्रस्ताकिया फली श्री. राजेंद्र उत्तमचंद्र दुगड फली जहागिरजी प्रस्ताकिया आनंदराम दगडूराम मुथा	३४८/१	८०७५.०० चौ.मी.	७९१०.०० चौ.मी.
पॅनासिया हिल को. ऑप. ही.लि. तर्फे चेअरमन प्रस्ताकिया फली	३४८/२	८०७५.०० चौ.मी.	६०७५.०० चौ.मी.
एकूण क्षेत्र		२५३५०.०० चौ.मी.	२३९८५.०० चौ.मी.



अर्जदार यांना हक्कील आदेश क्र पमअ/एनए/एसआर/१८१/२००६ दि. १०/१/२००८ अन्वये एकूण ६३८११.७५ चौ.मी. क्षेत्रास रहिवास कारणास्तव अकृषिक परवानगी देणेत आलेली आहे.

सबब अर्जदार यांनी सादर केलेली हक्क नोंदणीची कागदपत्रे तसेच मा. विभागीय आयुक्त पुणे यांचेकडील परिपत्रक क्र. मह-२/जमीन/जनरल/आरआर/७७२/२००३, दि २२/९/२००३ अन्वये सादर केलेले शपथपत्र बंधपत्रानुसार आणि सहाय्यक संचालक नगररचना, पुणे यांनी दिनांक २८/९/२०१० अन्वये केलेल्या शिफारशी, अर्जदार नियासी प्रयोजनार्थ वापरास व सुधारित रेखांकन व बांधकाम आराखडयांना मंजूरी मिळणेस पात्र आहेत.

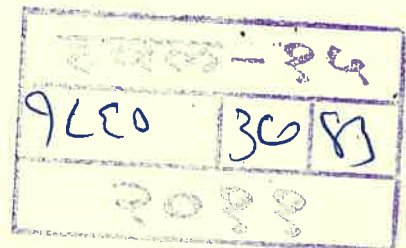
सबब महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ व महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम १९६६ चे कलम १८ नुसार जिल्हाधिकारी पुणे यांना प्रदान करणेत आलेल्या शक्तीनुसार पॅनासिया हिल को.ऑप.सोसायटी लि. तर्फे ट्रेझरर श्री. राजेंद्र उत्तमचंद्र दुगड व इतर तर्फे श्री. कैलास वाणी व श्री. सुनिल नहार यांस मौजे बावधन बु. ता. मुळशी येथील स.नं. ३४०/३ व इतर मधील २५३५०.०० चौ.मी. क्षेत्रासाठी निवासी प्रयोजनार्थ खालील कोष्टकात नमुद केलेप्रमाणे बांधकाम आराखडयास मंजूरी खालील अटी व शर्तीवर देणेत येत आहे.

विनशेती मंजूर करावयाच्या जमिनीचे वर्णन

गावाचे नाव	तालुका	ग.नं.	क्षेत्र (चौरस मीटर)	चौ .मी. क्षेत्र
बावधन बु.	मुळशी	३४०/३, ३४८/१, ३४८/२	अर्जदार यांनी रेखांकनामध्ये समाविष्ट केलेले क्षेत्र	२३१८५.०० चौ.मी.
			(-) रस्त्याखालील क्षेत्र	१७७.७९ चौ.मी.
			एकूण	२२२०७.२१ चौ.मी.
			निवासी सुधारित बांधकाम परवानगी देण्याचे निष्कल क्षेत्र	२२२०७.२१ चौ.मी.

• रेखांकन/ बांधकाम नकाशाचा तपशिल

नकाशा क्र	नकाशाचा तपशिल
१/८	ले-आऊट प्लॅन व क्षेत्र विवरण तपशिल
२/८	बांधकाम क्षेत्र विवरण तपशिल
३/८	इमारत क्र अ-१ ते ९ मजले प्लॅन
४/८	इमारत क्र अ-छेद नकाशा व इलिव्हेशन
५/८	इमारत क्र बी-१ ते ११ मजले प्लॅन
६/८	इमारत क्र बी-छेद नकाशा व इलिव्हेशन
७/८	इमारत क्र सी पहिल्या मजल्याचा प्लॅन
८/८	इमारत क्र सी चा छेद नकाशा व इमारत क्र एस चा तळ मजला पहिला मजला प्लॅन, इलिव्हेशन व छेद नकाशा.



अटी व शर्ती

१. सदरची परवानगी महाराष्ट्र जमीन महसूल अधिनियम १९६६ व त्याखालील नियमान्वये देणेत येत आहे.
२. यशील जागेचा व नियोजित इमारतीचा वापर फक्त रहिवास वापरासाठी करण्यात यावा व बांधकाम मंजूर नकाशाप्रमाणे असावे.
३. येथे कोणतेही विकास कार्य सुरु करण्यापूर्वी हे रेखांकन जागेवर आखून भूमि अभिलेख खात्याकडून प्रमाणित करून घ्यावे लागेल. रेखांकन जागेवर आखलेवर, भूखंडाचे किमान क्षेत्रफळ, नकाशावर दर्शविल्यापेक्षा कमी भरता कामा नये. तसेच रस्त्यांची रुंदी, सुविधा जागा व खुल्या जागेचे क्षेत्र मंजूर रेखांकनात दर्शविल्यापेक्षा कमी भरता उपयोगी नाही. यामध्ये काही फेरफार झाल्यास अभिन्यास पुन्हा मंजूर करून घ्यावा लागेल.
४. रेखांकनातील रस्ते, गटारे, खुली जागा इत्यादी अर्जदारांनी सवनिका वितरित करण्यापूर्वी जागेवर स्वखर्चाने व समाधानकारकरित्या विकसित करणे आवश्यक आहे.
५. अभिन्यासातील रस्ते, व खुली जागा यांची देखभाल अर्जदाराने करावयास हवी. अन्यथा ते देखभाल करण्यासाठी सुयोग्य प्राधिकरणाच्या ताब्यात द्यावेत. या जागा व रस्ते सर्व जनतेच्या वापरासाठी खुले असतील. तसेच रस्ते शेजारच्या जमीन मालकास वापरण्यास खुले ठेवले पाहिजेत.
- ५अ. उपविभागीय अधिकारी मायळ उपविभाग पुणे यांचेकडील आदेश क्र आरटीएस/रिक्वीजन/६/२००७ दि. २०/११/२००९ चे आदेशास मा. अपर जिल्हाधिकारी पुणे यांचेकडील आदेश क्र आरटीएस/२/अपिल/२१ दि. ११/३/२०१० अन्वये महसूल अधिकार अभिलेखात जैसे थे परिस्थिती ठेवावी असे आदेश आहेत. विषयाकित प्रकरणी सदर अपिलाकामी होणारा निर्णय अर्जदारांवर बंधनकारक राहिल. तसेच फेरफार क्र ४७८४ पहाता "अप्पर जिल्हाधिकारी पुणे स्थगिती" असा शेरा शेर कोष्टकी नमूद आहे. तरी सदरचा निर्णय आपणाविरुद्ध गेल्यास अकृषिक परवानगीमधील ३४८/१ ची अकृषिक परवानगी रद्द समजणेत येईल.
६. पाणी पुरवठा व सांडपाणी निघरा व्यवस्था अर्जदारांनी स्वखर्चाने व समाधानकारकरित्या करणे आवश्यक राहिल.
७. नियोजित बांधकामानुळे भूखंडावर असलेल्या कोणाच्याही वडिवाटीचे हक्काचा भंग होणार नाही, याची जबाबदारी अर्जदार/मालकाने घेतली पाहिजे.
८. स्थलदर्शक नकाशावर दर्शविल्याप्रमाणे नियोजित बांधकामापासून पुढील, मागील व बाजूची अंतरे प्रत्यक्षात जागेवर असली पाहिजेत व त्याखालील जागा कायम खुली ठेवावी.
९. नियोजित बांधकामाचे, भूखंडातील अस्तित्वातील अन्य बांधकाम धरून एकूण क्षेत्र, सुविधा क्षेत्र व प्रादेशिक योजना रस्ते/रस्तारुंदी क्षेत्र वगळत, उर्वरित निव्वळ क्षेत्राच्या नकाशावर दर्शविल्या इतके प्रत्यक्ष जागेवर कमाल राहिले पाहिजे.
१०. जमिनीची मालकी, हद्दी, वडिवाट इत्यादीबाबत खात्री करून घेण्यात यावी. व याबाबत काही वाद उत्पन्न झालेस त्यास अर्जदार जबाबदार राहिलील.
११. नियोजित इमारतीसाठी आवश्यक असणाऱ्या पाण्याची सोय व सांडपाण्याची व मैला निर्मुलनाची व्यवस्था नसल्यास प्रत्यक्ष वापरापूर्वी अर्जदाराने केली पाहिजे.
१२. नियोजित बांधकामात मंजूरीपेक्षा येगळे बदल करावयाचे असल्यास किंवा वापर बदलावयाचा असल्यास पूर्ण परवानगी घेणे आवश्यक आहे.
१३. जमिनीचा वापर आवेशाचे दिनांकापासून सुरु झाला आहे असे समजणेत येत आहे. जमिनीचा वापर आवेशापूर्वीच सुरु केलेचे निदर्शनास आलेस अर्जदार महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४५ चे तरतुदीस पात्र राहिलील.
१४. प्रकाश व वायुविजन यासाठी ठेवलेल्या खिडक्याचे क्षेत्र हे त्या संबंधित खोलीच्या १/८ पेक्षा कमी असू नये.
१५. सदरची अकृषिक परवानगी नागरी जमीन कमाल धारणा कायदा १९७६, मुंबई शेतजमीन व कुळकायदा १९४८, महाराष्ट्र ग्रामपंचायत कायद्याचे तरतुदीस पात्र राहून देणेत आली आहे.
१६. विषयाकित बांधकाम नकाशाची छाननी अनुसूची-२ च्या क्षेत्र, भूव्याप्त क्षेत्र या बाबतीत केलेली



हवेल-१५
१८६० ३८ ११
२०११



१७. प्रस्तुत जमीनीमध्ये या आदेशाचे दिनांकापासून अकृषिक वापर सुरु झालेचे समजणेत येत असून अर्जदारांनी सदर दिनांकापासून अकृषिक सारा नियमितपणे भरावा.
१८. प्रस्तुत जमीनीवर रु.०.१० प्रती चौ.मी./प्रती वर्षी या दराने अकृषिक आकारणी करणेत आली असून सदरची आकारणी ही तात्पुरत्या स्वरूपाची आहे. दिनांक १/८/२००६ पासून सुधारीत दर अंमलात आल्यानंतर त्यानुसार आकारणी करणेत येईल व सदर आकारणीनुसार रक्कम भरणे अर्जदारांवर बंधनकारक असेल.
१९. सादर प्रस्ताव हा समुहगृह बांधणी योजना प्रकरातील असून सुविधा क्षेत्र वजा जाता उर्वरित क्षेत्राचे निव्वळ क्षेत्र म्हणजे ०.७५ इतके घटई क्षेत्र विचारात घेतले आहे. भविष्यात सुविधा क्षेत्र व अंतर्गत रस्ते या करिता आवश्यक पूर्तता करून घटई क्षेत्र अपेक्षितेस ते सुविधा क्षेत्राचे घटई क्षेत्रासह ०.९० इतके मर्यादित अनुज्ञेय होईल.
२०. सादर प्रस्तावामध्ये अर्जदारांनी विषयाधिन जमीनीचे दक्षिण हद्दीवरील ६.०० मी रुंद विद्यमान रस्त्यास ३.०० मी रुंदीने रुंदीकरण दर्शवून सुविधा क्षेत्र नियोजित केले आहे. या सुविधा भूखंडास मौ. बांधन बु. गावापासून सुविधा भूखंडापर्यंत ९.०० मी रुंदीचा रस्ता प्रत्यक्षामध्ये विकसित झालेनंतरच सदरचा भूखंड हस्तारित करून त्या मोबदल्यात घटई क्षेत्र निर्देशांक अनुज्ञेय होईल. या अनुषंगाने अर्जदारांनी या कार्यालयात दिनांक २७/९/२०१० रोजी सादर केलेले हमीपत्र त्यांचेवर बंधनकारक राहिल.
२१. अर्जदाराने सादर केलेले कागदपत्रे खोटी अथवा दिशाभूल करणारी आढळल्यास सदरी मंजूरी रद्द समजणेत येईल व अर्जदार भारतीय दंडविधान कायद्यांतर्गत कारवाईस पात्र ठरेल.
२२. सदर भूखंडाचे क्षेत्रफळ ५००.०० चौ.मी. पेक्षा जास्त आहे. त्यामुळे प्रत्येक ८०.० चौ.मी. क्षेत्रासाठी एक झाड याप्रमाणे वृक्षलागवड करणे व जोपासना करणे बंधनकारक राहिल.
२३. शासनाच्या नगर विकास विभागाकडील दि. २८/८/२००८ रोजीचे प्रारूप प्रसिध्द अधिसूचनेस अनुसरून अर्जदारांनी छाननी फी बाबत या कार्यालयात दाखल केलेले बंधपत्र/हमीपत्र अर्जदारांवर बंधनकारक आहे.
२४. शासन नगर विकास विभागाच्या जा.क्र. टिपीव्ही-४३०८/४९०२/प्र.क्र.३५९/०८ /नवि/११ दि. १९/११/२००८ च्या परिपत्रकाप्रमाणे बांधकाम नकाशामध्ये प्रत्येक सदनिकेचे एकूण घटईक्षेत्र नमूद केलेले आहे. याबाबत गणितीय चुका इ. बाबत वास्तुशिल्पी व अर्जदार जाबाबदार राहतील.
२५. स्टिल्ट भविष्यात बंदिस्त करण्यात येऊ नये. तसेच स्टिल्टचा वापर फक्त पार्किंगसाठीच करण्यात यावा.
२६. प्रादेशिक योजनेतील १८ मी रुंद रस्त्याने/रस्तारुंदीने बाधित क्षेत्र सार्वजनिक वापरासाठी कायमस्वरूपी खुले ठेवणे आवश्यक राहिल व समुचित प्राधीकरणाने ही जागा मागणी केल्यानंतर ती विनातक्रार, प्राधिकरणाच्या ताब्यात देणे अर्जदारांवर बंधनकारक राहिल.
२७. सहाय्यक संचालक नगररचना पुणे यांनी यापूर्वी या प्रकरणात दि. २०/१०/२००६ रोजी पत्र क्र ३६५७ नुसार व इकडील आदेश क्र पमअ/एनए/एसआर/१८१/२००६ दि. १०/१/२००८ अन्वये देण्यात आलेली अकृषिक परवानगी रद्द समजणेत येत आहे.
२८. उक्त प्रस्तावामध्ये समाविष्ट स.नं. ३४०/३ व इतर एकूण क्षेत्र २३९८५.०० चौ.मी. या एकत्रित क्षेत्रावर प्रकरण सादर आहे. सदरचे एकत्रिकरण हे नियोजनाचे दृष्टीने दर्शविलेले आहे. सबब उपर स.नं. मधील क्षेत्रामध्ये एकत्रितकरण बाबतची सक्षम अधिका-याची मान्यता घेवून त्यानुसार आवश्यक ती नोंद महसूल दफ्तरी होऊन तसा नोंदीबाबतचा ७/१२ उतारा /मोजणी नकाशा सादर करणे अर्जदार यांच्यावर बंधनकारक आहे.
२९. प्रस्तुत प्रकरणातील जमीनीवर कोणतेही बांधकाम सुरु केले नंतर जोते तपासणी प्रमाणपत्र घेतल्याशिवाय पुढील बांधकाम करताना येणार नाही व सदरचे बांधकाम पूर्ण झालेनंतर वापर सुरु



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करणेपूर्वी भोगवटा प्रमाणपत्र घेणे अर्जदारावर बंधनकारक राहिल. अन्यथा नियमानुसार कारवाईस पात्र राहिल.

३०. उक्त विनशेतीसाठी प्रस्तावित जागेचे अथवा गट नंबर मधील उर्वरित जागेचे तुकडे पाखून अथवा गठेवारी प्रमाणे अनाधिकृतारित्या भूखंड पाडता येणार नाहीत. किंवा विक्री करता येणार नाही. अशाप्रकारे अनाधिकृतारित्या तुकडे पाडल्यास किंवा विक्री केल्यास ही परवानगी रद्द समजण्यात येईल.

३१. १५ मी पेक्षा जास्त उंचीच्या इमारतीबाबत

अ) अ वर्ग नगरपरिषदेच्या प्रमाणित विकास नियंत्रण नियमावलीतील नियम क्रं १३. ४ (२) नुसार प्रस्तावित इमारती सभोवताली ६ मी. रुंदीचे पाथवे किमान ४५ टन वजनाचे फायर इंजिनचा भार पेलू शकेल याप्रमाणे डिझाईन करून विकसित करणेची जाबाबदारी विकासकत्यांची /अर्जदाराची राहिल.

ब) अर्जदारांनी प्रस्ताविल्यानुसार सर्व उंच इमारती स्ट्रिक्ट वर असणे आवश्यक राहिल त्याचबरोबर वाहनतळ सुविधा शासनाने दि. २८/८/२००९ च्या नोटीसी अन्वये अंतिम केलेल्या नियमानुसार प्रस्तावित करणे आवश्यक राहिल.

क) नगर विकास विभागाच्या दि. २८/८/००९ रोजीच्या अधिसूचना प्रमाणे नियम क्रं ४ मधील टीप २ प्रमाणे पुणे महानगरपालिकेच्या मुख्य अग्निशमन अधिकारी यांनी १५ मी. पेक्षा जास्त उंच इमारतीच्या नियोजनातील जिऱ्याचे लिफ्टचे स्थान मान्य केलेले आहे. त्यानुसार इमारतीचे नियोजनात बदल करणे आवश्यक झाल्यास पुन्हा मुख्य अग्निशमन अधिकारी यांची मंजूरी घ्यावी लागेल. तसेच प्रत्येक इमारतीमधील एक स्टेअरकेस व एक लिफ्ट एनबीसी मधील तरतुदीप्रमाणे फायर रेजिस्टन्ट असणे आवश्यक आहे. तसेच उंच इमारतीचे नियोजनाअनुषंगाने मुख्य अग्निशमन अधिकारी, पुणे महानगरपालिका यांनी दि. २३/८/२०१० पत्र क्रं एफ. बी. /२२३१ ने दिलेल्या प्रोव्हिजनल फायर एन.ओ.सी मधील अटी/शर्तीची पूर्तता करणे अर्जदारांवर बंधनकारक राहिल.

ड) अ वर्ग नगरपरिषदेच्या प्रमाणित विकास नियंत्रण नियमावलीमधील नियम क्रं ६.२ ६.१ नुसार बाबींची पूर्तता तसेच अग्निप्रतिबंधकन उपाययोजनाबाबत परिशिष्ट पी मधील बाबींची पूर्तता करणे अर्जदारांवर बंधनकारक राहिल.

इ) नेहमीच्या वापराशियाय अग्निप्रतिबंधक व्यवस्थेकरिता, पाणीपुरवठा, जलनिस्सारण, सांडपाण, कचरा विल्हेवाट इ. बाबींची पूर्तता अर्जदाराने स्वखर्चाने, स्वजबाबदारीवर करणे आवश्यक राहिल.

एफ) अ वर्ग नियमावलीतील नियम क्रं १८.१ नुसार लिफ्टची सुविधा उपलब्ध करून देणे आवश्यक राहिल.

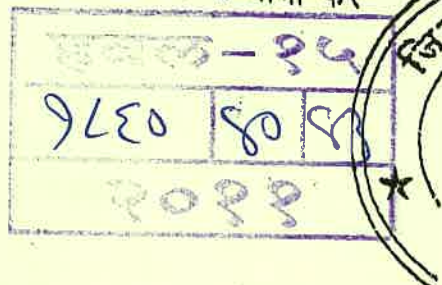
जी) अशा विकासासाठी इमारतीचे Structural Stability बाबत शासनाच्या नोंदणीकृत Structural Engineer चे प्रमाणपत्र अर्जदाराने आपले कार्यालयात जमा करणे आवश्यक राहिल.

एच) विकासकाने जोत्यापर्यंतचे बांधकाम केल्यानंतर या कार्यालयाला कळविणे आवश्यक आहे. जोत्यापर्यंतच्या बांधकामांना या कार्यालयाने प्रमाणित केल्यानंतरच पुढील बांधकाम करावे.

आय) अशा इमारतींना भोगवटा प्रमाणपत्र घेणे बंधनकारक आहे व असे भोगवटा प्रमाणपत्र देण्यापूर्वी सर्व अग्निशमन यंत्रणेची पूर्तता व वर नमूद अटींची पूर्तता होणे आवश्यक राहिल. रेन वॉटर हार्वेस्टिंग बाबतची यंत्रणा अर्जदार यांनी स्वखर्चाने करावयाची आहे.

सौर उर्जेवर पाणी तापविण्यासाठीची यंत्रणा अर्जदार यांनी स्वखर्चाने करावयाची आहे. तसेच शक्यतर सौर उर्जेवर रस्त्याच्या लगतचे पथदिवे वसविण्याचे आहेत.

वेस्ट वॉटर ट्रीटमेंट प्लॅन्ट यंत्रणा स्वखर्चाने अर्जदार यांनी करावयाची आहे. व पाण्याचा फेर वापर बगीचा झाडाची जोपासना यासाठी करणे आवश्यक आहे.

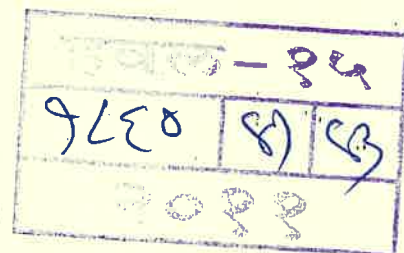
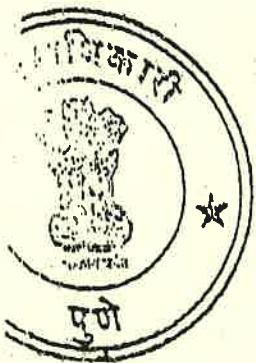


३५. विघटन होणा-या ओल्या कच-यासाठी गाखूळखत प्रकल्प अर्जदार यांनी स्वयंघाने करावयाचा आहे.
३६. अर्जदार यांनी अर्जासोबत सावर केलेली माहिती चुकिची अथवा विशाभुल करणारी आढळल्यास प्रस्तुतची परवानगी रद्द समजेण येईल.

प्रति,

पॅनासिया हिल को.ऑप.सोसायटी लि.
 तर्फे ट्रेझरर श्री. राजेंद्र उत्तमचंद्र वुगड व इतर
 तर्फे श्री. कैलास वाणी व श्री. सुनिल नहार
 रा. सणस मेमोरीज, एफ सी, रोड, शिवाजीनगर पुणे

सि.म.पुणे
 जिल्हाधिकारी पुणे





25/02/2011

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

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दस्त क्र 1860/2011

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दस्त क्रमांक : 1860/2011

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: राहुल जगन्नाथ खटावकर पत्ता: घर/फ्लॅट नं: मिलेनियम टॉवर हारमोनी सोसा., अ 1-8-आय सेक्टर नं 9 सानपाडा नवी मुंबई गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव	लिहून देणार वय 36 सही 	 78311 - 284519	
2	नाव: जगन्नाथ धोंडीराम खटावकर पत्ता: घर/फ्लॅट नं: सदर गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: BMXPK3670A	लिहून देणार वय 70 सही 	 78311 - 284520	
3	नाव: मे.श्रीनिवास रेनबो डेव्हलपर्स ABSFS9450K तर्फे भागीदार शामकांत जगन्नाथ वाणी किंवा कैलास बाबुलाल वाणी तर्फे नोंदणीकरीता कु.मू. प्रशांत सुरेश मुनोत - - पत्ता: घर/फ्लॅट नं: स्वारगेट पुणे गल्	लिहून देणार वय 35 सही 	 78311 - 284521	
4	नाव: रेनबो वास्तुनिर्माण प्रा.लि. तर्फे डायरेक्टर सुनिल पोपटलाल नहार किंवा अरुण जगन्नाथ शिंदे तर्फे नोंदणीकरीता कु.मू. प्रशांत सुरेश मुनोत - - पत्ता: घर/फ्लॅट नं: सदर गल्ली/रस्ता: - ईमारतीचे	मान्यता देणार वय 35 सही 	 78311 - 284522	





दस्त गोषवारा भाग - 2

हवल15
दस्त क्रमांक (1860/2011)
83/83

दस्त क्र. [हवल15-1860-2011] चा गोषवारा
बाजार मुल्य :3584616 मोबदला 4996250 भरलेले मुद्रांक शुल्क : 100000

पावती क्र.:1862 दिनांक:25/02/2011
पावतीचे वर्णन
नाव: राहुल जगन्नाथ खटावकर

दस्त हजर केल्याचा दिनांक :25/02/2011 12:59 PM
निष्पादनाचा दिनांक : 25/02/2011
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी
860 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 25/02/2011 12:59 PM
शिकका क्र. 2 ची वेळ : (फी) 25/02/2011 01:02 PM
शिकका क्र. 3 ची वेळ : (कबुली) 25/02/2011 01:03 PM
शिकका क्र. 4 ची वेळ : (ओळख) 25/02/2011 01:03 PM

30860: एकूण

दस्त नोंद केल्याचा दिनांक : 25/02/2011 01:03 PM

दु. निबंधकाची सही, हवेली 15 (दिघी)

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

- 1) अँड एस. व्ही. कुंभार ,घर/फ्लॉट नं. कोढवा बु. पुणे
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

प्रमाणित करणेत येते की, या दस्तऐवजात
एकूण 83 पृष्ठे आहेत

सह.दुय्यम निबंधक (वर्ग-२)
हवेली क्र.१५, पुणे शहर, पुणे
पहिले नंबर पुस्तकाचे

9660 नंबरी नोंदला

सह.दुय्यम निबंधक (वर्ग-२)
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दिनांक २५/२ /२०११

दु. निबंधकाची सही
हवेली 15 (दिघी)

