NOTARY
VEERENDRA SHREERAM PATIL
ERANDWANA
PUNE-411004
(MAHARASHTRA)
REGD. NO. 9994
EXP. DT.
26/07/2026
GOVERNMENT OF INDIA

24 MAR 2025

BEFORE THE NATIONAL GREEN TRIBUNAL

WESTERN ZONE BENCH, PUNE

ORIGINAL APPLICATION NO. 32 OF 2025

Shashikant Vitthal Kamble ... Applicant

Vs.

Ministry of Environment, Forest and Climate Change & others. ... Respondents

Affidavit of Respondent No.9 abovenamed:

I, Vijay Narayan Dadhe, age about 78 years, Occupation: business, carrying on business at B-311, Paradise Towers, Baner Road, Pune 411 045, the Director of Respondent No. 9-Company abovenamed, do hereby solemnly affirm and state as under:

1. I am filing this Affidavit in reply to the above Original Application in the capacity as the Director of Respondent No.9. I have perused the papers of the present matter. I am conversant with the facts and circumstances of the case and hence, I am competent

DADHE CONSTRUCTIONS PVT. LTD. PUNE

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to file the present Affidavit. I am authorized to file the present Affidavit.

2. At the very outset, Respondent No.9 denies all and singular the allegations, statements, insinuations and contentions made in the Original Application to the extent that the same are contrary to and/or inconsistent with what is stated herein. Further, nothing shall be deemed to have been admitted by Respondent No.9, merely because the same may not have been specifically dealt with and/or traversed seriatim.

3. I say that the Applicant has not approached this Hon'ble Tribunal with clean hands. According to him, on 31.1.2025, he had given notice to all the Respondents, including Respondent No.9. I had given reply to the said notice through my Advocate on 5.2.2025. Hereto annexed and marked as **Exhibit-1** is a copy of the said Reply dated 5.2.2025. This reply is not annexed to the Original Application for reasons best known to the Applicant.

4. The learned Advocate for the Applicant admitted during the hearing on 17/3/2025 that his client, i.e. the Applicant, has received the said reply before the above Original Application was filed. It is submitted that the Applicant's learned Advocate is the best person to know about this fact because the reply was addressed to him.

5. From the averments in the Original Application, it is apparent that either the Applicant has not properly ascertained whether the averments are true or not or the Applicant proposes to harass Respondent No.9 by filing the above Original Application. I wonder, whose agenda the Applicant is carrying forward because I am afraid that due to this Original Application, the process of our getting environmental clearance for the proposed construction on the Plots "I" and "J" may get stalled for no fault of Respondent No.9. This would be clear from the forthcoming paragraphs.

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Applicants has complaint suppressed many material facts.

6. I say that the Original Application pertains to the construction on Plots 59/2/1, 59/2/3/4/5/6, 60/2/1, 60/2/2A/3/4/5/6, 61/2A/3/4/5/6, 61/3/2/3/4/5/6, City Survey Nos.1799, 1800, 1801, 1802, Village Kothrud, Taluka Haveli, District Pune. Respondent No.9 had executed registered Agreements, Power of Attorney documents, Confirmation Deeds with the original landlords of these properties since 1995. The total area of the said entire land is 32,318 sq. meters.

7. Later on, M/s. Dadhe Constructions Pvt. Ltd. (i.e. DCPL) executed Agreements with M/s. Bhushan Kulkarni & Associates Pvt. Ltd. on 26/11/1997. These Agreements pertain to two plots, viz. Plots "I" and "J", totally admeasuring 4,085 sq. meters of undivided land out of the entire layout. The first layout for the entire area of 32,318 sq mtrs was

sanctioned by the Pune Municipal Corporation on 4.3.1998. This layout was for total 12 buildings. M/s. Dadhe constructions had obtained the said layout sanction which was the first sanctioned layout on the said entire land. Hereto annexed and marked as **Exhibit 2** is the said PMC sanctioned layout of 4/3/1998.

8. The Respondent No 9 then executed a deed of Assignment of Development Rights on 3/6/2002 with M/s Viraj Properties. The subject matter of this agreement was the land I state that with regard to the plots left after the Agreements dated 26/11/1997 was executed with M/s. Bhushan Kulkarni & Associates Pvt. Ltd.. Hereto annexed and marked as **Exhibit-3** is a copy of the said Agreement dated 3/6/2002. This Agreement with M/s. Viraj properties pertains to 15,000 sq. meters out of the total land admeasuring 32,318 sq. meters.

9. It is relevant to note that the balance area had gone in DP Road 10,720 sq. meters, open space of the layout admeasuring 2159.80 sq. meters. and road widening area of 398.80 sq. meters. Regarding the area under 30 meters D P road out of the said layout land admeasuring 32318 sq mtrs , Possesion receipt was executed by Pune Muncipal Corporation on 24/01/2000 , which is annexed hereto and marked as **Exhibit 4** . Pune Muncipal Corporation had issued a letter on 27/11/2000 to Respondent no 9 , that possesion of 10,720 sq mtrs is taken and I am entitled for TDR from Pune Muncipal Corporation regarding the said land having D P Road reservation. This letter is annexed hereto and is marked as **Exhibit 5** .Thus, the area available for development as the net plot area of the said layout comes to 19,039.40 sq. meters. I had planted trees on both sides of the said DP Road in 2000 . I had obtained TDR from Pune Municipal Corporation regarding the said DP Road reservation land. The trees planted then are fully grown up and can be seen from

photographs submitted by Applicant with his complaint. I have annexed hereto photographs taken at site last week of these fully grown up trees, and these photographs are annexed hereto and marked as **Exhibit 6**.

10. As regards Plots "I" and "J", there was a dispute between the said M/s. Bhushan Kulkarni & Associates Pvt. Ltd. and Respondent No.9. The former filed Special Civil Suit No.1145 of 2000 in the Court of the Civil Judge, Senior Division, Pune. By a Judgment and Decree dated 28/3/2005, the said Special Civil Suit was decreed. Hereto annexed and marked as **Exhibit-7** is a copy of the said Judgment and Decree dated 28/3/2005 passed by the Court of the Civil Judge, Senior Division, Pune.

11. Respondent No.9 has filed First Appeal No.1074 of 2005. A Division Bench of the Hon'ble Bombay High Court was pleased to admit the Appeal. By way of an interim arrangement , the interim order passed in Appeal from Order No.837 of 2001 was agreed to be

continued. By the said order in A.O. No.837 of 2001, Respondent No.9 was restrained from carrying out any construction activities on Plots "I" and "J". Though the assignee of the development rights by the above-referred Agreement dated 3/6/2002 viz. M/s. Viraj Properties was not party to the Suit at the time of the interim order, it filed an undertaking before the Hon'ble High Court that it will abide by the injunction order passed in the said Appeal from Order Hereto annexed and marked as **Exhibit-8** is a copy of the said order dated 28.11.2001 passed in A.O. No.837 of 2001 by the Hon'ble Bombay High Court. Hereto annexed and marked as **Exhibit-9** is a copy of the order dated 19/9/2005 passed in Civil Application No. 2596 of 2005 in First Appeal No.1074 of 2005 passed by the Hon'ble Bombay High Court.

12. It is relevant to note that the said M/s. Viraj Properties never filed any First Appeal before the Hon'ble High Court. They have suffered the Decree.

13. I say that the Deed of Assignment dated 3/6/2002 which was registered wide registration No. 4581 of 2002 executed at SRO Haveli 4, Pune did not cover Plots "I" and "J". It covered rest of the layout land. The said M/s. Viraj Properties have developed the entire layout except Plots "I" and "J". On the other hand, regarding Plots "I" and "J", there was an injunction order throughout and, therefore, neither Respondent No.9 nor M/s. Bhushan Kulkarni & Associates Pvt. Ltd. could develop the said property. As it is made clear by Respondent No.9 in reply to the notice dated 5/2/2025, that still both these "I" & "J" plots are open and vacant pieces of land with no development on it. I am underlining this aspect because the Applicant has alleged that Respondent No.9 has carried out construction on Plots "I" and "J" without obtaining Environment Clearance. The photographs of the said I and J plots are at **Exhibit 10.**

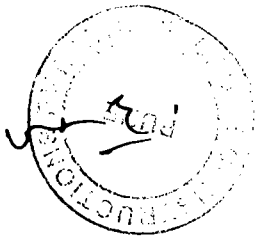
14. I say that Respondent No.9 has nothing to do with the construction that has been carried out by the

said M/s. Viraj Properties on that part of layout, which excluds Plots "I" and "J". In order to assist this Hon'ble Tribunal, I am placing on record the particulars of construction carried out by the said M/s. Viraj Properties as follows:

M/s. Viraj Properties has constructed 10 buildings viz. E1, B1, B2, C3, E Shop premises, C1, B3 and D, A1 & C2 in the project viz. Kumar Parisar. Out of these 10 buildings, i.e. E1, B1, B2, C3, E Shop premises, C1, B3 and D i.e. 8 buildings were constructed prior to initial Draft EIA Notification dated 7.7.2004. Hence these 8 buildings are clearly exempted from requirement of environment clearance. Details of plinth checking certificates of these 8 buildings are mentioned below:



Sr. No.	Building Number	Plinth checking Cert. Date	Plinth Cert. Number of PMC
1)	E1	27/01/2004	BCO/190
2)	B1	22/10/2002	BCO/141
3)	B2	27/01/2004	BCO/190
4)	C3	18/12/2002	BCO/175



5)	E Shop premises	27/01/2004	BCO/190
6)	C1	27/01/2004	BCO/190
7)	B3	27/01/2004	BCO/190
8)	D	27/01/2004	BCO/190

Hereto annexed and marked as **Exhibit 11** are the said plinth checking certificates.

M/s Viraj Properties had obtained revised layout sanctions in 2002, 2003 & subsequently in their name from Pune Municipal Corporation & had also obtained building plans sanctions in their name between 2002 to 2004 regarding their above mentioned all the ten buildings. Copy of revised sanctioned layout (which was prepared by partners of M/s Viraj Properties) of 2003 is annexed hereto for ready reference at **Exhibit 12.**

15. Construction of these 8 buildings was completed by M/S Viraj Properties and Occupancy Certificates were also obtained from the Pune Municipal Corporation. Details of these Occupancy Certificates are given below:

Sr. No.	Building Number	Date of which Occupancy Certificate was received	Occupancy Certificate number of PMC
1)	E1	19/05/2005	BCO/0051
2)	B1	19/11/2004	BCO/0165
3)	B2	19/05/2005	BCO/0051
4)	C3	19/11/2004	BCO/0165
5)	E Shop premises	19/11/2004	BCO/0165
6)	C1	30/03/2007	BCO/0613/06
7)	B3	30/03/2007	BCO/0613/06
8)	D	19/05/2005	BCO/0051

The said Occupancy Certificates are at **Exhibit 13**.

16. Remaining 2 buildings of M/s. Viraj Properties viz. A1 and C2 were constructed after 14.9.2006, details of their construction aspects and FSI & non FSI areas are as follows:

Building No.	Sanctioned FSI	Occupancy / Certificate date & Details	Non FSI construction areas	Total construction areas
A1	1309.03 sq mtrs	CC/2399/11 DATE:- 11/10/2011	1183.70 sq mtrs	2492.70 sq. mtrs.
C2	2534.01 sq mtrs	CC/2399/11 DATE:- 11/10/2011	1406 sq mtrs	3940 sq.mtrs

Total Construction areas of A1 and C2 buildings = 6432.70 sq mtrs.

The said Occupancy Certificates are annexed hereto at **Exhibit 14.**

It is Pertinent to note that no construction regarding these ten buildings was carried out by M/s Dadhe Constructions Pvt. Ltd. ie Respondent no 9. Secondly as remaining 2 plots i.e. Plots "I" & "J" are vacant plots as on today, hence M/s. Dadhe Constructions Pvt. Ltd. has not carried out any construction in he said entire layout land of 32, 318 sq, mtrs.

17. Thus FSI + Non-FSI areas of both A1 and C2 buildings constructed by M/s. Viraj Properties in total are 6432.70 sq. meters. It is less than stipulated threshold limit of construction area of 20,000 sq. meters as per EIA Notification 2006.

18. From the above, it is clear that

(i) "I" and "J" plots are open and vacant plots as on this date.

(ii) 8 buildings i.e. E1, B1, B2, C3, E Shop premises, C1, B3 and D building's plinths were constructed prior to initial EIA notification dated 7/7/2004; hence all theses eight buildings are clearly exempted from Environmental Clearance under the EIA Notification 2005;

(iii) 2 buildings of M/s. Viraj Properties viz. A1 & C2 were constructed after 14/9/2006, FSI + Non FSI areas of both A1 & C2 buildings in total is 6432.70 sq mtrs as per sanctioned plan which is less than stipulated threshold limit of construction area of 20,000 Sq. mtrs. of EIA Notification 2006. Still, even if the maximum development potential of 1.60 (as per then prevailing DC rules) (in view of permissible TDR loading of 60%) is considered then the FSI potential of I and J buildings is 6536 Sq.mtr. And construction area of I and J proposed buildings i.e. their FSI & Non FSI areas are maximum 11,110 Sq. mtrs (considering non fsi areas on much higher side) Hence the entire construction area of all these four buildings i.e. A1, C2, I and J will be maximum

17,542.70 Sq. mtrs., which is clearly less than 20,000 Sq. mtrs. threshold;

(iv)Considering that there was High Court's injunction / stay order regarding open plots "I" & "J" till 2023, no building plans could have been sanctioned till August 2023 i.e. till compromise between the parties (DCPL & Bhushan Kulkarni). Both these I" & "J" plots are having total undivided land area of 4085 Sq. mtrs. and are open / vacant plots as on this date; and

(v) DCPL has obtained IOD + layout sanction on 7/11/2023 with the consent of M/s. Bhushan Kulkarni & Associates Pvt. Ltd. from PMC and also have obtained initial building plans sanctions on 12/12/2023 vide Ref. CC2268/23, regarding both "I" & "J" plots.

19. The parties viz. Respondent No.9 and M/s. Bhushan Kulkarni & Associates Pvt. Ltd. have settled their disputes in August 2023 thereafter and Respondent No.9 has obtained IOD and Revised Layout sanction

from PMC in November 2023. Hereto annexed and marked as **Exhibit-15** (**collectively**) are copies of the IOD and Revised Layout sanction from PMC in November 2023. As due to increased development potential due to new DC Rules i.e. UDCPR 2020, the FSI & non FSI potential of "I" & "J" plots is more the threshold limit of 20,000 Sq. mtrs., application for Environment clearance was submitted prior to actual construction on "I" & "J" plots as per provisions of EIA notification of 2006 .

Existing construction areas of ten buildings constructed by M/s. Viraj properties were also mentioned in the said EC application , as the said sanctioned buildings layout is a multiple buildings layout on an undivided land.

The Applicant has tried to create confusion regarding these existing construction areas. FSI & non FSI areas of "EC exempted eight buildings" is 31,706.31 Sq.mtrs.

The FSI & non FSI areas of proposed I & J buildings are 29,057.83 sq mtrs and are also

mentioned in minutes of meeting of 194th SEAC meeting dated 16th August 2024 . And FSI & non FSI areas of A1 & C2 buildings of Kumar Parisar project , which were constructed by M/s Viraj Properties (as mentioned in above paragraph number 16 table & para 17) which is also mentioned in 194 th SEAC meeting's minutes is 6432.70 sq. mtrs. Thus the total areas (FSI and non FSI areas) of all constructions in the said entire layout including construction areas of existing structures are 67,196.91 Sq. mtrs and are also mentioned accordingly in minutes of meeting of 194th SEAC meeting dated 16th August 2024 . The said minutes of meeting & area tables are collectively annexed hereto at **Exhibit 16**.

In the said minutes of 194th SEAC meeting there are few "factually wrong contents" . Its wrongly mentioned as - *"However, the PP had continued with construction activity after 14th September 2006, i.e. after falling under the mandate of obtaining EC. Thus the PP has violated the provisions of Environment*

Impact Assessment Notification, 2006, r.w. Environment (protection) Act 1986, amended till date".

Infact PP i.e. M/s. Dadhe Constructions Pvt. Ltd. had not / never carried out any construction over the said entire layout property - as is wrongly mentioned in the said minutes , and detailed explainations regarding the same are mentioned above in this reply affidavit. M/s. Viraj Properties- 8 Buildings were clearly exempted from requirement of Environment clearance, as their plinths were completed prior to EIA (draft) notification dated 7 /7/ 2004 , and Occupancy certificates of completed constructions of six buildings were also obtained from PMC prior to 14/9/2006 ie prior to EIA notification of 2006. And regarding remaining 2 buildings (ie B1 & C3) majority of construction- ie almost 80% construction was also completed as on 14/9/2006, & their Occupancy Certificates were obtained from PMC on 30th March 2007, i.e. with just approx 6 months from EIA notification of 2006, All

details are mentioned regarding these aspects in paragraph number 13 to 17 of this affidavit.

It is submitted that due to these few wrong contentions / mentions in the said 194th minutes of meeting of SEAC, the decision of SEAC was also incorrect. M/s Dadhe Constructions Pvt. Ltd. had done correspondence with SEAC committee, SEIAA Committee & with Hon'ble Principle Secretary, Environment Department of State of Maharashtra regarding these wrong mentions and errors. The letter dated 9 th March 2025 is annexed hereto at **Exhibit 17.**

The said Environment Clearance proposal is now under consideration before SEIAA Committee,& last meeting was held on 27th Feb.. 2025. As Director of M/s. Dadhe Constructions Pvt. Ltd. - Shri Vijay Narayan Dadhe was physically ill, adjournment was taken of 27th Feb. 2025 meeting & matter will be listed soon before SEIAA Committee. The letter of Respondent no 9 regarding that is at **Exhibit 18.**

20. I wish to rely upon following Citations regarding this issue to show that Respondent no 9 is not at fault -

i) *Judgement of Hon'ble NGT in Appeal no 71 of 2016 [WZ] titled as Amit Maru Vs The Secretary , Ministry of Environment , Forest and Climate Change (dated 21 /11/2023) .*

ii) *Hon'ble Bombay HighCourt's Judgement in Glomore Construction and Others Vs The Union of India and Others.*

iii) *Decision of Hon'ble National Green Tribunal in Appeal no 26 of 2020 [WZ] titled as Mr Ajay Jaywantrao Bhosale Vs Union of India*

iv) *Judgement of Hon'ble Bombay HighCourt in Saumya Buildcon Pvt Ltd Vs MCGM and others - 2013 SCC Online Bom 405.*

v) *Hon'ble Supreme Court's Judgement in the case of Sa Baba Sales Pvt Ltd Vs Union of India and Others reported in 2021 SCC Online SC 1133.*

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It is pertinent to note that if the positions of - on site situation as on following important dates are considered, then it will be easily proved that there are no EC violations in this case even by M/s. Viraj properties regarding the said entire property

admeasuring 32318 Sq.mtrs on which ten buildings were constructed by M/s. Viraj Properties.

a) Position as on 14/9/2006- i.e. on EIA Notification of 2006 issuance date-

- Eight buildings of Kumar Parisar i.e. E1, B1, B2, C3, E shop premises, C1, B3 & D- were exempted from requirement of Environment clearance, as their plinths were completed prior to EIA (draft) Notification dated 7/7/2004.
- There were injunction / stay orders regarding both I & J plots, which are vacant even as on this date.
- A1 & C2 buildings were constructed by M/s. Viraj Properties after 14/6/2006, but their construction area (FSI + non FSI areas) were just 6432.70 sq. mtrs. -Which is much less than threshold limit of 20,000 sq. mtrs. as per EIA notification of 2006.
- And even if all four building's (i.e. A1, C2, I & J) construction areas are considered as on 14 September 2006 as per development potential

as per then prevailing DC Rules , then proposed FSI + non FSI areas are 17542.70 sq. mtrs. (by considering non FSI areas on higher side) – which is also "less than threshold limit of 20,000 sq. mtrs." as per EIA notification of 2006.

- Hence there is no violation regarding Environment clearance provisions.

b) Position as on 5/1/2017, i.e. position as on introduction of New DC Rules for PMC of 2017 ie on the date of sanction of Development plan of 2017-

- As A1 & C2 building's Occupancy Certificates were obtained on 11/10/2011 & as eight buildings were already exempted as mentioned above, only proposed I and J buildings development potential needs to be considered on while checking position on 5/1/2017.
- Development potential in view of 3 FSI for "I" & "J" plots admeasuring 4085 Sq. mtrs ie FSI & non FSI areas would not have exceeded

threshold limit of 20,000 Sq. mtrs. as per EIA Notification of 2006.

- So no violation of EC provisions as on 5/1/2017.

c) Position as on 26 December 2020, i.e. the day on which new DC Rules ie UDCPR 2020 were introduced for Pune City.

- "I" & "J" plots development potential was exceeding the threshold limit of 20,000 Sq. mtrs due to 3 FSI as the said I and J plots are abutting to 30 meters wide DP Road & due to introduction of ancillary FSI concept. EC permission prior to carrying out any construction was essential from this UDCPR rules introduction date.
- But there was HighCourt injunction / stay Order .The said matter was compromised between the parties in August 2023, & hence Respondent no 9 obtained IOD + layout sanctions there after , & application for Environment Clearance was also submitted

prior to carrying out any constructions on I and J buildings.

- As both "I" & "J" plots are vacant & open plots as on this date, hence there is no violation of EC provisions regarding both these plots.

21. The proposal for EC for the construction on Plots "I" and "J" is still pending for sanction . No construction has been carried out by Respondent No.9 on the said Plots "I" and "J". Therefore, there is no substance in the objection of the Applicant in this regard.

22. Respondent No.9 has obtained permission for felling of trees from the Competent Authorities on 10/10/2024. Hereto annexed and marked as **Exhibit-19** is a copy of the said permission and other related documents. Before handing over of the DP Road to the Pune Municipal Corporation, Respondent no 9 has planted number of trees. Hereto annexed and marked as **Exhibit-6** are the photographs of these trees which are fully grown up .

23. I finally submit that Respondent No.9 has assigned the development rights of the entire layout except Plots "I" and "J" on 30/6/2002 to M/s. Viraj Properties. Therefore, the entire constructions carried out on this part of layout is by the said M/s. Viraj Properties. Neither Respondent No.9 nor M/s. Bhushan Kulkarni & Associates Pvt. Ltd. is, in any way concerned with all those constructions completed by M/s Viraj Properties. As regards Plots "I" and "J", which is the only remaining vacant portion of the said entire layout, no construction works has yet begun. Respondent No.9 has obtained prior permission of the Government of India, Ministry of Jalshakti, Department of Water Resources, River Development and Ganga Rejuvenation, Central Ground Water Authority for Bore-wells by NOC dated 22.5.2024. Hereto annexed and marked as **Exhibit-20** is a copy of the said NOC dated 22.5.2024.

24. I undertake that I shall abide by all the legal obligations as and when the occasion arises.

25. In the circumstances aforesaid, it is respectfully submitted that the Original Application is frivolous and deserves to be dismissed with heavy compensatory costs and it is prayed accordingly.

Solemnly affirmed at Pune)
24 MAR 2025
This 24th day of March 2025)

For M/s Dadiee Constructions Pvt. Ltd.

Director

Before me,

Advocate for Respondent No.9
Nitin Deshpende
Advocate

NOTARY VEERENDRA SHREERAM PATIL ERANDWANA PUNE-411004 (MAHARASHTRA) REGD. NO. 9994 EXP. DT. 26/07/2028 GOVERNMENT OF INDIA

BEFORE ME
VEERENDRA S. PATIL
NOTARY (GOVT. OF INDIA)
ERANDWANA, PUNE (MAHARASHTRA)
REGN. No. 9994

NOTED AND REGISTERED AT
SERIAL NUMBER 210/2025
24 MAR 2025

EXHIBIT - 1

Exhibit-1

Nitin P. Deshpande
Advocate
Registration No. MHA729/1985

Residence: 22, "**Krupa**",
Swasti Shri Housing Society
Near Cosmos Co-op. Bank
Ganeshnagar Branch,
Pune 411052.
Tel. 020 2544 0054
Mb 9823301217 & 9422072853
Email:nitindeshpande0311@gmail.com

Date: 05.02.2025

NOTICE REPLY

To,

Mr. Viraj Uddhav Pawar,
Advocate, BBA, LL.B., LL.M., D.T.L, PGD.IB.
Contact: +91 89838 68386
E-mail: adv.virajpawar@gmail.com
Address: Pawar Building, 386
Krushna Haridas Path,Navi Peth,
Pune - 411030

Sub.: Your Notice dated 31.01.2025 addressed to M/s Dadhe Constructions Pvt. Ltd.

Sir,

My client M/s Dadhe Constructions Pvt. Ltd, through its Project Proponent Mr. Vijay Narayan Dadhe having office at: D-311, Paradise Tower, Baner, Pune-45 has placed in my hand your notice dated 31.01.2025, given under the instructions of Mr.Shashikant Vithal Kamble,

residing at S.No. Popular Colony, Flat No.C-1/13, Near Vithal Nagar, Warje-Malwadi, Warje, Pune-411 058:-

1. At the outset, my client instructs me to convey to you that your Client has chosen to give the above notice without verifying the record and Without studying the relevant provisions of law.

2. The said notice pertains to .Survey No.59/2/1,59/2/3/4/5/6, 60/2/1, 60/2/2A/3/4/5/6, 61/2A/3/4/5/6, 61/3/2/3/4/5/6, CTS No.1799, 1800, 1801, 1802 Village Kothrud, Taluka Haveli, District Pune 411038. With regard to the said Survey Numbers my client states that there is a common layout of these Survey numbers. Out of the total layout, my client is concerned with Plots I and J indicated in the said sanctioned layout. He or anybody on his behalf have not yet started any construction on the said portion. Whatever construction that one notices on the said entire layout has been done by M/s Viraj Properties to whom my

client has sold the 15000 Sq.mtr area by registered Agreement dated 03.06.2002.

3. In view of the above, the stand taken by your client in the said notice under reply is factually incorrect. There is no question of my client violating any environmental laws with regard to the said Plots I and J. To the best of my knowledge, the said M/s Viraj Properties have also not committed any breach of the said environmental laws.

4. Your notice also alleges violation of Sec.25 of Water (Prevention & Control of Pollution) Act, 1974 and Sec.21 of Air (Prevention & Control of Pollution) Act, 1981. The said allegations are denied. My client denies any construction having been carried out contrary to the approved plans. He also denies illegal extraction of groundwater. He has carried out sufficient plantations. Since construction is yet to start, the allegations with regard to the obligation of plantation of trees are misconceived. At the same

time, the obligation of sewage, wastewater management systems, and pollution monitoring schemes is yet to arise. The same can be said about solid waste management.

5. Your client has also made allegations regarding excess debris and dumping. These allegations are denied. Nobody resides in the plots I and J with regard to which my client is concerned. Therefore, the question of excess debris and dumping does not arise at all. I again repeat that construction is yet to start and therefore, the allegation of your client regarding jogging and cycling track, electricity generator, solar PV Panel, electricity units are denied.

6. The contents of Para 12 of your notice under reply suffers from total non-application of mind. In the said Para, you have referred to some disputed illegal construction alleged to be carried out by me when nothing has started.

7. In Para No.13 you have referred to the fact of your client being an active environmental and right to information activist. However, as far as this notice is concerned, the same makes general allegations without verifying the actual facts at the site. The said notice is nothing short of pressurising tactics for which my client is positively thinking of taking appropriate stern steps.

8. You have published false information about my client to several addressees of your notice. My client requests you to withdraw this notice unconditionally within a week from the date of receipt of this reply, otherwise my client would be forced to take unpleasant steps, which may include criminal complaint under appropriate legal provision.

9. Since, your client has harassed my client by giving this notice. My client is a reputed builder/developer in Pune city for the last 5 decades. Therefore, your client will pay my client an amount of Rs.10 Lakh for

the same. If your client takes further pressurising steps, my client would be constrained to continue to claim more money.

Thanking You,

under my instructions,

For Dadhe Constructions Pvt. Ltd.

Director

DADHE CONSTRUCTIONS PVT. LTD. PUNE

Yours Sincerely,

Nitin P. Deshpande
Advocate High Court

Copies to : for information and necessary action please.

01. Ministry of Environment and Forest and Climate Change (MOEF & CC), New Delhi. Through its Secretary, having office at: Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi - 110 003

02. Central Pollution Control Board (CPCB), New Delhi. Through its Member Secretary, having office at: Parivesh Bhawan, CBD-cum-Office Complex East Arjun Nagar, Delhi - 110 032.

03. State Environment Impact Assessment Authority (SEIAA), Maharashtra.
Through its Member Secretary,
having office at :
15th floor, Environment Department,
Mantralaya, Mumbai-400 032

04. State Expert Appraisal Committee (SEAC - III), Maharashtra.
Through its Chairman,

having office at:
15th floor, Environment Department,
Mantralaya, Mumbai-400 032

05. Maharashtra Pollution Control Board (MPCB),
Mumbai. Through its Member Secretary,
having office at :5 Kalpataru Point, 3rd and 4th
floor, Road No. 8, Sion Cir, opp. PVR Theater,
Mumbai 400022

06. Address: Pawar Building, 386, Krushna Haridas
Path, Navi Peth, Pune - 411 030.

07. Maharashtra Pollution Control Board (MPCB),
Pune. Through its Regional Officer
having office at: Jog Center, 3rd Floor,
Mumbai Pune Road, Wakdewadi,
Pune - 411 003

08. Maharashtra Water Resources Regulatory Authority
(MWRRA) Through its Chairman,
having office at : 9th floor, centre -1,
World Trade Centre, Cuffe Parade
Mumbai - 400005

09. The Commissioner, Pune Municipal Corporation
(PMC) Through its Municipal Commissioner
having office at: Main Building, Pune Municipal
Corporation, Congress House Road, Near Mangla
Theater, Shivajinagar, Pune - 411 005

10. Mr. Shashikant Vitthal Kamble, residing at: S No.
Popular Colony Flat No. C1 / 13, Near Vitthal Nagar,
Warje Malwadi, Warje, Pune - 411 058

7

भारतीय डाक

EM314905747IN IVR:697731490
SP DECCAN GYMKHANA S.O <411
Counter No:1,05/02/2025,11:52
To:MR. SHASHIKAN,.
PIN:411058, Warje S.O
From:NITIN P DESHPANDE,.
Wt:34gms
Amt:17.70,Tax:2.70,Amt.Paid:18.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EM314905733IN IVR:697731490
SP DECCAN GYMKHANA S.O <411
Counter No:1,05/02/2025,11:52
To:MR. VIRAJ UDDHAV PAWAR,.
PIN:411030, S.P. College S.O
From:NITIN P DESHPANDE,.
Wt:34gms
Amt:17.70,Tax:2.70,Amt.Paid:18.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EM314905645IN IVR:697731490
SP DECCAN GYMKHANA S.O <411
Counter No:1,05/02/2025,11:52
To:THE COMMISSIO,PUNE MUNICIPAL C
PIN:411005, Shivajinagar S.O (Pune)
From:NITIN P DESHPANDE,.
Wt:40gms
Amt:17.70,Tax:2.70,Amt.Paid:18.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EM314905631IN IVR:697731490
SP DECCAN GYMKHANA S.O <411
Counter No:1,05/02/2025,11:52
To:CENTRAL POLLU,.
PIN:110032, Shahdara SO
From:NITIN P DESHPANDE,.
Wt:40gms
Amt:41.30,Tax:6.30,Amt.Paid:41.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EM314906977IN IVR:697731490
SP DECCAN GYMKHANA S.O <411
Counter No:1,05/02/2025,11:52
To:MAHARASHTRA P,.
PIN:411003, Khadki S.O
From:NITIN P DESHPANDE,.
Wt:40gms
Amt:17.70,Tax:2.70,Amt.Paid:18.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EM314907093IN IVR:697731490
SP DECCAN GYMKHANA S.O <411
Counter No:1,05/02/2025,11:52
To:MAHARSHTRA MA,.
PIN:400005, Colaba SO
From:NITIN P DESHPANDE,.
Wt:40gms
Amt:41.30,Tax:6.30,Amt.Paid:41.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EM314907102IN IVR:697731490
SP DECCAN GYMKHANA S.O <411
Counter No:1,05/02/2025,11:52
To:MAHARSHTRA PO,.
PIN:400022, Sion SO
From:NITIN P DESHPANDE,.
Wt:40gms
Amt:41.30,Tax:6.30,Amt.Paid:41.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EM319014764IN IVR:697731901
SP DECCAN GYMKHANA S.O <411
Counter No:1,05/02/2025,11:52
To:STATE ENVIRON,.
PIN:400032, Mantralaya SO Mumbai
From:NITIN P DESHPANDE,.
Wt:40gms
Amt:41.30,Tax:6.30,Amt.Paid:41.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EM319014645IN IVR:697731901
SP DECCAN GYMKHANA S.O <411
Counter No:1,05/02/2025,11:52
To:MINISTRY OF E,.
PIN:110003, Lodi Road HO
From:NITIN P DESHPANDE,.
Wt:40gms
Amt:41.30,Tax:6.30,Amt.Paid:41.00(Cash)
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<Dial 18002666868> <Wear Masks, Stay Safe>

EM314905755IN IVR:697731490
SP DECCAN GYMKHANA S.O <41
Counter No:1,05/02/2025,
To:STATE EXPERT ,.
PIN:400032, Mantralaya SO Mumbai
From:NITIN P DESHPANDE,.
Wt:40gms
Amt:41.30,Tax:6.30,Amt.Paid:41.00(Cash)
<Track on www.indiapost.gov.in>

Exhibit-2

EXHIBIT – 2

Exhibit 141 – as per Decree of SCS 1145/2000

[Sanctioned PMC Layout of 6/3/1998]

AREA BY TRANGULATION.

1) 0.5 × 321.00 × (32.71+39.0) = 10679.25 SQ.M.
2) 0.5 × 99.00 × (98.4+49.0) = 4940.05 SQ.M.
3) 0.5 × 90.005 × (44.71+32.0) = 3451.60 SQ.M.
4) 0.5 × 82.00 × (32.2+24.0) = 2316.30 SQ.M.
5) 0.5 × 83.2095 × (29.9+8.7) = 1406.24 SQ.M.
6) 0.5 × 11.105 × (6.5+4.0) = 56.91 SQ.M.
7) 0.5 × 37.00 × 4.00 = 150.00 SQ.M.
8) 0.5 × 68.506 × (5.0+17.0) = 793.56 SQ.M.
9) 0.5 × 90.05 × (20.0129.5) = 2408.89 SQ.M.
10) 0.5 × 197.00 × (39.0+31.0) = 6994.00 SQ.M.
11) 0.5 × 56.99 × (3.2+6.0) = 319.19 SQ.M.
12) 0.5 × 13.00 × (5.0+5.0) = 65.00 SQ.M.
13) 0.5 × 25.00 × 3.0 = 37.50 SQ.M.
14) 0.5 × 17.00 × 3.5 = 22.95 SQ.M.
15) 0.5 × 34.00 × 2.75 = 46.75 SQ.M.

TOTAL = 32342.08 SQ.M.

AREA AS PER 7/12 – 11 32318.00 SQ.M.

∴ CONSIDERING MIN. AREA IE 32318.00 WE TAKE AS PLOT AREA.

INDUSTRIAL AREA = 9664.38 SQ.M
OPEN SPACE 10% = 966.43934 S.M.
PERMISSIBLE F.S.I = 6693.991 SQ.M.
152. F.S.I TO BE HANDED OVER TO P.M.C FREE OF COST. = 1304.690 SQ.M.
REMAINING F.S.I FOR RESIDENTIAL ZONE = 7393.261 SQ.M.

AREA UNDER EXISTING ROAD.

1) 0.5 × 11.105 × (6.25+4.0) = 56.91 SQM.
2) 0.5 × 36.99 × (5.21+6.0) = 219.14 SQM.
3) 0.5 × 13.0 × 3.50 = 22.75 SQM.

TOTAL = 298.83 SQM.

AREA UNDER D.P. ROAD SCALE = 1:1000

1) 0.5 × 321.00 × (75.3+35.0) = 10679.25 SQM.
2) 0.5 × 34.00 × 2.75 = 46.75 SQM.

TOTAL = 10720.00 SQM.

F.S.I AREA STATEMENT.

SR NO	BUILDING NO/NAME	NO OF TENEMENTS	GROUND COVERAGE	TOTAL F.S.I OF BUILDING	STAIRCASE AREA	BALCONEY STATEMENT PERMISSIBLE	BALCONEY STATEMENT PROPOSED
1	A	36	453.90	2897.39	138.49	434.88	434.88
2	B	36	453.90	2897.39	138.49	434.88	434.88
3	C	36	366.85	2339.81	136.71	360.93	360.93
4	D	36	453.90	2894.39	138.49	434.88	434.88
5	E	36	453.90	2663.94	138.49	434.88	434.88
6	J	36	366.85	2339.81	136.71	360.93	360.93
7	C	36	366.85	2339.81	136.71	360.93	360.93
8	H	36	453.90	2897.39	138.49	434.88	434.88
9	I	16	453.90	1281.91	70.52	193.96	193.96
10	J	16	453.90	1281.91	70.52	193.96	193.96
11	K	16	336.98	1336.98	60.36	184.00	184.00
12	L (1250 SQ.M. BUILDING)		226.17	1709.69		195.90	195.60
TOTAL		336	5001.59	27304.670	1405.22	4003.090	4050.60

AREA UNDER NALA/ PAD

1) 0.5 × 7.0 × 5.0 = 17.50 SQ.M.
2) 0.5 × 15.0 × 5.0 = 37.50 SQ.M.
3) 0.5 × 21.0 × (5.0+5.0) = 65.00 SQ.M.

TOTAL = 252.50 SQ.M.

AREA UNDER SURPLUS LAND

0.5 × 20.0 × (65.6+6.73) = 132.35 SQ.M.

OPEN SPACE AREA CALCULATION

1) 0.5 × 831093 × (6.2+2.5) = 1108.24 SQ.M.
2) 0.5 × 67.30 × (3.0+5.0) = 160.32 SQ.M.

TOTAL = 1268.56 SQ.M.

TRUE COPY
Asst. Engineer
(Dev. Plan Division)
Pune Mpl. Corporation

AREA UNDER INDUSTRIAL ZONE SCALE = 1:1000

1) 0.5 × 82.0 × (24.0+32.5) = 2316.50 SQ.M.
2) 0.5 × 90.005 × (32.01+44.7) = 2451.60 SQ.M.
3) 0.5 × 75.001 × (39.4+31.0) = 2625.03 SQ.M.
4) 0.5 × 83.2095 × (8.9+29.5) = 1406.24 SQ.M.

TOTAL = 8798.76 SQ.M.

AREA KEY PLAN (TYPICAL FLOOR).

NET AREA OF BLOCK:-
21.85 × 17.60 = 384.56 SQM.
DEDUCTIONS:-
1) 6.51 × 3.50 = 22.785 SQM.
2) 4.34 × 3.50 = 15.19 —"—
3) 1.52 × 2.475 × 2 = 7.503 —"—
4) 8.10 × 3.50 = 28.35 —"—
5) 14.65 × 1.20 = 17.58 —"—

TOTAL DEDUCTIONS = 88.496 SQM.
NET AREA
384.56 – 88.496 = 296.06 SQ.M.

AREA KEY PLAN TYPICAL FLOOR.

NET AREA OF BLOCK:-
29.35 × 20.25 = 594.33 SQM.
DEDUCTIONS:-
1) 2.40, 2.95 × 4 = 24.48 SQM.
2) 1.45 × 3.50 × 4 = 22.62 —"—
3) 4.35 × 5.05 = 22.20 —"—
4) 2.95 × 3.35 × 2 = 39.48 —"—
5) 3.50 × 1.20 × 4 = 19.48 —"—
6) 2.95 × 3.45 × 4 = 40.13 —"—
7) 2.95 × 4.50 × 4 = 49.98 —"—
8) 4.18 × 6.90 = 28.63 —"—
9) 2.0 × 1.30 × 2 = 5.20 —"—
10) 4.15 × 4.35 = 17.63 —"—

TOTAL DEDUCTIONS:-
255.03 SQ.M.
NET AREA
594.33 – 255.03
= 339.30 SQ.M.

SCHEMATIC SECTION.

Location PLAN.

AREA STATEMENT

		SQ.M.
1)	AREA OF THE PLOT	9318.00
2)	DEDUCTIONS FOR	
	a) LAND UNDER D.P. ROAD.	3011.68
	b) ANY RESERVATION (SURPLUS AREA)	132.35
3)	BALANCE AREA (1-2a)	21965.82
4)	DEDUCTIONS FOR	
	a) 10 % OPEN SPACE	2196.57
	b) INTERNAL ROADS	NIL
	c) AMENITY SPACE	NIL
5)	BALANCE AREA (3-4a)	19769.11
6)	ADDITION FOR F.S.I.	
	a) AGAINST D.P. ROAD	
	30% of 6 IE 3225.28	337.774
7)	NET PERMISSIBLE F.S.I (5+6a)	20106.75
8)	F.S.I. TO BE HANDED OVER TO P.M.C. FREE OF COST (15% of Balance F.S.I. of Industrial Zone.)	1304.690
9)	NET PERMISSIBLE F.S.I. FOR FREE SALE	25142.06
10)	ADD. FOR T.D.	1383.53
11)	TOTAL NET PERMISSIBLE F.S.I.	27046.75
12)	EXISTING FLOOR SPACE	NIL
13)	PROPOSED FLOOR SPACE	27046.75
14)	PERMISSIBLE COVERAGE 50% of 5	9659.59
15)	PROPOSED COVERAGE	5001.53

TENEMENT STATEMENT

16) PERMISSIBLE TENEMENT	250 NOS
FOR 1/2 ABOVE	833
17) PROPOSED TENEMENTS	336

PARKING SCHEDULE

	CARS.	SCOOTERS.	CYCLES
PARKING REQUIRED			
PARKING PROVIDED			

LEGEND:

PLOT BOUNDARY	THICK BLACK.
EXISTING WORK TO BE DEMOLISHED	YELLOW HATCHED.
PROPOSED WORK	RED.
DRAINAGE LINE	RED. DOTTED.
WATER LINE	BLACK. DOTTED.
ACCESS ROAD	GREEN DOTTED.
RECREATION GROUND	GREEN WASH.

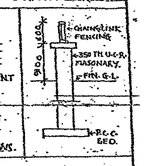
SCHEDULE OF OPENINGS

DOORS	WINDOWS
D1 – 1.00 × 2.10	W1 – 1.90 × 1.20
D2 – 1.00 × 2.10	W2 – 6.76 × 1.20
D3 – 0.90 × 2.10	W3 – 0.75 × 0.90
D4 – 0.75 × 2.10	W4 – 0.75 × 2.10
	W5 – 3.60 × 2.35
	W6 – 1.50 × 1.20
	W7 – 1.50 × 1.50

SPECIFICATIONS IN BRIEF

R.C.C. FRAME STRUCTURE
EXTERNAL WALLS 150
BLOCK/CLAY BRICK
INTERNAL WALLS 100 MM. BRICK
EXTERNAL PLASTER 1:6 P.C. CEMENT
INTERNAL PLASTER 1:4 P.C. CEMENT
FLOORING MARBLE/GRANITE
GLAZED TILE DADO IN TOILET
T.W. FRAMED DOORS
ALUMINIUM GLAZED WINDOWS.

SECTION THROUGH COMPOUND WALL.



PROPOSED BLDG. LAYOUT ON

R.NO 59/2, C.T.S.NO. 1802, R.NO 60/2 C.T.S NO 1804, R.NO 61/2, 2+3+4+5+6 C.T.S.NO 1800, & R.NO 61/1, 2+3+4+5+6 C.T.S NO.1799.
KOTHRUD, PUNE.

OWNERS NAME AND SIGNATURE:-
M. VIJAY JADHAV (PMC)

ARCHITECTS SIGNATURE:-

ARCHITECT:-
PRAKASH SHARMA
M.Arch (ENVIRONMENTAL ARCH.)
OFF. HOTEL PRODHAN,
PRODHAN COLONY, SHIVAJINAGAR, PUNE-5.

LAYOUT PLAN SCALE = 1:500

EXISTING ROAD AREA = 2116.14 SQM.
EXISTING RD 3691 SQM.
OPEN SPACE AREA = 1606.24 SQM.
CLUB HOUSE G+1 AREA = 900 SQM.
P+4 HT=14.75m A=1606.00 SQM.
30.48 M. WIDE D.P. ROAD AREA = 10920.00 SQ.M.
Surplus land 132.35 Sq.m.
PROPOSED RETAINING WALL.
P+9 HT=30.60m
P+4 HT=14.75m
SOLID WASTE MANAGEMENT
SCHOOL
N

The P.M.C. will not be held responsible for any disputes regarding access, boundaries & ownership of the plot if arises.
Retaining wall along the Nalla should be constructed.
Nalla training work & surface drainage system should be carried out.
Completion of Dr. City Enclosed(drainage).
Any land affected under road widening should be obtained free of cost.
Any area under road widening free of cost to P.M.C.
F.S.I. in lieu of 15% built up area of permissible F.S.I. is to be handed over to P.M.C. free of cost, to be handed over to P.M.C. is permissible after policy decision.
Clearance Certificate of the property should be produced before any development.
Sketch from Dy. Superintending Engineering Development of Roads for open space & surplus area i.e. 132.42 m is to be produced before any development.

For the purpose of proper identification of land pertaining to layout consisting of the owner & consent/permission of the adjacent lands for P.L.D. & the undersigned hereby undertakes that the boundaries shown on the plan are correct & the layout is executed from the Recorded Demarcation.

Any dispute as to area or boundaries of a plot in layout will be determined and no building condition, be any cost to the layout will be granted unless such boundaries & the layout is executed from the Recorded Demarcation.

EXHIBIT- 3

Exhibit-3

(287)

6520007-

OFFICE OF THE
JOINT DISTRICT REGISTRAR
PUNE, MAHARASHTRA
MAH/CCRA/DIST/007

भारत STAMP DUTY महाराष्ट्र
INDIA SPECIAL ADHESIVE MAHARASHTRA
Rs. 0652000/- 31.5.02
277636 00044
#11318517134

२७ - रक्कम लाख बावन्न हजार फक्त

सह दुय्यम निबंधक
हवेली क्र. २

TRUE COPY

NOTARY

THE SEAL OF THE SUB REGISTRAR HAVELI - IV

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DEED OF ASSIGNMENT OF DEVELOPMENT RIGHTS

THIS DEED OF ASSIGNMENT OF DEVELOPMENT RIGHTS MADE AND EXECUTED AT PUNE ON THIS 3rd DAY OF June IN THE YEAR TWO THOUSAND TWO.

DADOHE CONSTRUCTIONS PVT. LTD. * PUNE *

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४५८१	२	८१
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BETWEEN

M/s. Dadhe Construction Private Limited, a Private Limited Company registered under the Indian Companies Act, 1956, having its registered office at 156/1 Anandghan, Opp. ITI, Aundh, Pune - 411 007 through its Managing Director Shri Vijay Narayan Dadhe, Age - 51 years, Occupation - Business, residing at - F.P. No. 438/1 Atharva, Gokhale Road, Pune - 411 001. who is duly authorised by the said company to execute these presents Hereinafter referred to as "the Assignor" (which expressions shall unless repugnant to the context or meaning thereof shall mean and include the said company, its directors, shareholders, their assigns, successors - in title)... PARTY OF THE FIRST PART.

AND

M/s. Viraj Properties, a registered Partnership Firm having its office at 783 Bhawani Peth, Pune - 411 042, through its Partners 1) Mr. Vimalkumar Kesarimal Jain, Age - Adult, Occupation - Business, residing at 11 , Napier Road Camp, Pune - 411 001 2) Mr. Aditya Jayant Dadhe, Age - Adult, Occupation - Business, residing at - 22 Mukundnagar, Vijay Apartments, Pune - 411 037. Hereinafter referred to as "the Assignee" (which expressions shall unless repugnant to the context or meaning thereof shall mean and include the said Partnership Firm, its present partners, their heirs, executors, administrators and assigns, and shall also include the person/s who may be admitted by the said firm as partner/s, but does not include the person/s who ceases to be the partner of the said firm)... PARTY OF THE SECOND PART.

WHEREAS the properties bearing Survey Numbers 59/2/1, 59/2/ 2 to 6, 59/2, 60/2/1, 60/2A/2 to 6, 60/2, 61/2A/2 to 6, 61/3/2 to 6, 61/3(Part), 61/2A, situated at Village Kothrud, Pune, totally admeasuring 6 H ; 0 · ७ R (hereinafter for the sake of brevity and convenience referred to as "the said entire property") belonged to Mr. Mahadeo Kondiba Korde, (1/2 undivided share) and Babulal Dagduram Mutha, Chandmal Dagduram Mutha, Mahilchand Dagduram Mutha, Vasantlal Dagduram Mutha, /

(Mutha Family 1/2 undivided share). In the entire properties Shri Mahadeo Kondiba Korde was having 1/2 (one half) undivided share, while the other 1/2 (one half) undivided share belongs to aforesaid Mutha family. The said entire property is more particularly described in the **Schedule - A** written hereunder.

AND WHEREAS Shri Mahadeo Kondiba Korde expired on July 27, 1987 leaving behind him his two widows 1) Smt. Shantabai Mahadeo Korde and 2) Smt. Jayawantabai Mahadeo Korde, four sons 1) Shri Ashok Mahadeo Korde, 2) Shri Prakash Mahadeo Korde, 3) Shri Ajit Mahadeo Korde and 4) Shri Vivekanand Mahadeo Korde and three married daughters 1) Smt. Kumudini alias Urmila Vijay Hemgude, 2) Jayashree Dilip Nanekar now Smt. Pushpavati Tanajirao Khirnar and 3) Chhaya Mahadeo Korde, now Mrs. Chhaya Sopan Chaudhari.

One of the heirs of Late Mahadeo Kondiba Korde viz. Smt. Shantabai Mahadeo Korde also expired intestate in the year 1998, leaving behind her only real son Mr. Prakash Mahadeo Korde as her heir and legal representative.

AND WHEREAS Mr. Babulal Dagaduram Mutha expired intestate on 27/11/1978 leaving behind him the following persons as his heirs and legal representatives.

1) Mr. Kantilal Babulal Mutha
2) Mrs. Indubai Kantilal Mutha
3) Mr. Sunil Kantilal Mutha
4) Mr. Ajit Kantilal Mutha
5) Mr. Ramanlal Babulal Mutha
6) Mr. Narendra Babulal Mutha
7) Mr. Subhash Babulal Mutha
8) Mr. Prakash Babulal Mutha
9) Mrs. Pushpa Kataria
10) Mrs. Shamabai Gandhi
11) Smt. Ichrajbai Chandmal Mutha
12) Mr. Jaikumar Chandmal Mutha

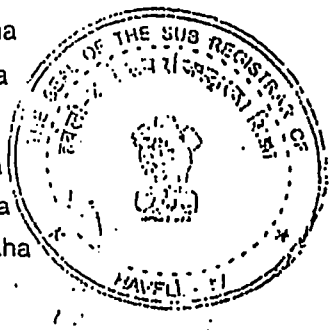
THE SEAL OF THE SUB REGISTRAR OF HAVELI - VI

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DEVRAJ CONSTRUCTIONS PVT. LTD. * PUNE *

AND WHEREAS Mr. Chandmal Dagaduram Mutha expired intestate on 01/02/1990 leaving behind him the following persons as his heirs and legal representatives.

1) Smt. Ichrajbai Chandmal Mutha
2) Mr. Jaikumar Chandmal Mutha
3) Mr. Satish Chandmal Mutha
4) Mr. Pradeep Chandmal Mutha
5) Mr. Rajendra Chandmal Mutha
6) Mrs. Devinanda Surendra Mutha
7) Mrs. Nandini Rajendra Mutha



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AND WHEREAS One of the widows namely Smt. Shantabai Mahadeo Korde expired intestate on 3 June, 1998 leaving behind Shri Prakash Mahadeo Korde as her real son. The other three sons and three married daughters of late Mahadeo Kondiba Korde are step sons and step daughters of Smt. Shantabai.

AND WHEREAS the said properties were allotted to Pune Municipal Corporation (PMC) and Western Maharashtra Development Corporation, (WMDC) in the year 1984 as they were surplus holdings as per the provisions of Urban Land (Ceiling & Regulation) Act, 1976.

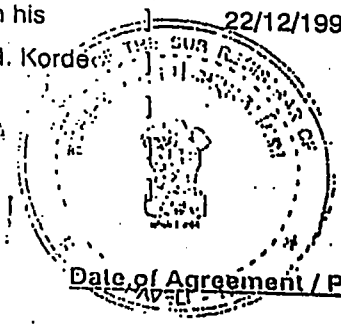
AND WHEREAS the Assignor in April 1994 came to know the status of the aforesaid entire properties and therefore approached members of Korde and Mutha families, and offered to acquire the said entire properties for valuable consideration. At the relevant time the members of Korde Family, authorised Shri Vijay Narayan Dadhe, Managing Director of M/s. Dadhe Construction Private Limited (DCPL) namely the Assignor herein to represent them before the various authorities and to get the allotment of PMC and WMDC cancelled u/s 34 of the ULCR Act.

AND WHEREAS the members of said Mutha and Korde Family have entered into diverse separate agreements of sale / development with the Assignor herein thereby entrusting sole and exclusive rights to develop the

said entire property referred to hereinabove, and execute ownership flats scheme thereon, or otherwise prepare building layout or plot layouts thereof and get the same sanctioned or dispose off the same.

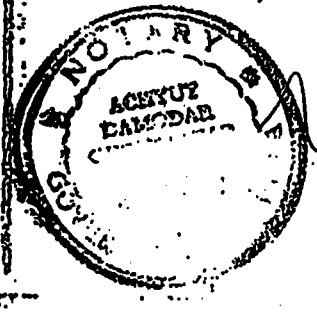
AND WHEREAS the details of the various agreements entered into between the Assignor and the Korde / and Mutha Family and the Power of Attorney's are given as follows :-

NAME	Date of Power Of Attorney
1) Smt. Shantabai Mahadeo Korde]	
2) Smt. Jaywantabai Mahadeo Korde]	
3) Shri Ashok Mahadeo Korde]	
4) Shri Prakash Mahadeo Korde]	
5) Shri Ajit Mahadeo Korde]	
6) Shri Vivekananad Korde through his]	22/12/1995
Constitute Attorney Shri Prakash M. Korde]	
7) Sou. Urmila Vijay Hemgude]	
8) Sou. Chhaya Sopan Chaudhari]	
9) Sou. Pushpa Tanaji Khairnar]	



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NAME	Date of Agreement / POA
1) Ashok Mahadeo Korde]	07/12/1999
2) Mr. Ajit Mahadeo Korde]	02/02/1999
3) Mr. Vivek Mahadeo Korde]	05/04/1999
through his Constituted Attorney	
Mr. Prakash Mahadeo Korde	
4) Mrs. Urmila Hemgude]	05/11/1998
5) Mrs. Chhaya Sopan Chaudhari]	05/11/1998
6) Mrs. Pushpa Tanaji Khairnar]	02/02/1999
7) Smt. Shantabai Mahadeo Korde]	12/08/1998
8) Mr. Prakash Mahadeo Korde]	19/03/1999
9) Smt. Jayawantabai M Korde]	02/02/1999





1) Mr. Kantilal Babulal Mutha]
2) Mrs. Indubai Kantilal Mutha]
3) Mr. Sunil Kantilal Mutha]
4) Mr. Ajit Kantilal Mutha]
5) Mr. Ramanlal Babulal Mutha]
6) Mr. Narendra Babulal Mutha]
7) Mr. Subhash Babulal Mutha]
8) Mr. Prakash Babulal Mutha]
9) Mrs. Pushpa Kataria] 28/12 1995
10) Mrs. Shamabai Gandhi]
11) Smt. Ichrajbai Chandmal Mutha]
12) Mr. Jaikumar Chandmal Mutha]
1) Smt. Ichrajmal Chandmal Mutha]
2) Mr. Jaikumar Chandmal Mutha]
3) Mr. Satish Chandmal Mutha]
4) Mr. Pradeep Chandmal Mutha]
5) Mr. Rajendra Chandmal Mutha]
6) Mr. Devinanda Surendra Mutha]
7) Mrs. Nandini Rajendra Mutha]
8) Mr. Manikchand Dagduram Mutha] 28/12/1995
9) Mrs. Gopibai Manikchand Mutha]
10) Mr. Motilal Manikchand Mutha]
11) Mr. Mahendra Manikchand Mutha]
12) Mr. Ajit Manikchand Mutha]
13) Mr. Vasantlal Dagduram Mutha]
14) Mrs. Kusumbai Vasantlal Mutha]

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AND WHEREAS the Assignor successfully conducted and obtained Final orders from Celling Authorities in Revision under ULC Act thereby cancelling the allotment of surplus land under ULC Act, in favour of PMC and WMDC and further obtained order for redelivery of possession from the said Authorities.

AND WHEREAS the ... has also entered into agreements of confirmation with the members of Mutha...

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the said owners of the said entire property have confirmed the assignment of the development rights by the Assignor unto the Assignee herein / the development rights of the Assignee. The details all the agreements / deed of confirmations / power of attorneys given by the said owners in favour of the partners of the Assignee and / Assignor are given in Annexure - A annexed hereto.

AND WHEREAS the Assignor has also obtained the sanctioned building layout from the Pune Municipal Corporation vide sanction No. DPO-4969/ III/700 dtd. 04/03/1990.

AND WHEREAS the Assignor proposed to carryout construction of various buildings namely Building Nos. A, B, C, D, E, F, G, H, I, J, K, L and a Club House as shown in the above mentioned sanctioned building layout plan and the detailed FSI statement thereto. The layout plan Sanctioned by the Pune Municipal Corporation is annexed hereto as Annexure - B which will be revised from time to time by the Assignee.

AND WHEREAS a portion of the holding of the said entire property admeasuring about 26481 sq.mtrs. (CTS No. 1888, S. No. 61/3/2+3+4+5+6 Kothrud) is developed by Assignor and a Co-operative Society by name Shantiban Co-operative Housing Society is formed by the Assignor and the portion is handed over to the said society, except the hill top hill slope portion and FSI of internal road, open space, and the balance residual FSI from the said portion and the right of way / permanent access to the hill top - hill slope portion through the portion of the said society.

AND WHEREAS the Assignor has already surrendered an area admeasuring about 10720 sq.mtrs. out of the said entire property to the Pune Municipal Corporation being the area under the 30.48 mtrs. (100 feet) wide D.P. Road and has received the compensation in relation thereto by way of FSI / TDR and has transferred the same to third party.

AND WHEREAS the Assignor has entered into separate agreements with M/s. Sharda Construction & Investment Company regarding 3994.79

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sq.mtrs. / (43000 sq.ft.) saleable FSI. 2) M/s. Bhushan Kulkarni & Associates Pvt. Ltd. regarding 4985 sq.mtrs./ (43970 sq.ft.) approx. FSI of Building No. I and J as per the sanctioned layout of P. M. C. (Which plan is annexed hereto as Annexure - B), 3) Shri Jaideep Moreshwar Kher of M/s. Kher & Associates, under a Joint Venture Agreement regarding 13006.31 sq.mtrs. / (140000 sq.ft.) saleable built-up area, 4) M/s. Omkar Properties Pvt. Ltd. through Shri Sunil Dattatraya Rane regarding 7060 sq.mtrs. / (76000 sq.ft.) FSI, on the earmarked portion of Building No. C and D as shown in the sanctioned layout plan a copy whereof is annexed hereto as Annexure - B, 5) M/s. T.T Gholap & Gholap Painting Company (Gholap Painter) regarding 2601.26 sq.mtrs. / (28000 sq.ft.) FSI (in respect of the building formerly named as "Godavari" and "Gomati" as shown in the Conceptual Layout plan attached to the agreement between the Assignor and the said Gholap's i.e. the corresponding building No. "L" as per the sanctioned layout plan) in respect of the development rights regarding the said various portions of FSI from and out of the said entire property.

AND WHEREAS M/s. Bhushan Kulkarni & Associates Pvt. Ltd. are claiming 4085 sq.mtrs. i.e. 43970 sq.ft. FSI of building I and J as per the layout sanctioned by PMC (and which Plan is annexed hereto as Annexure - B) Shri Bhushan Bal Kulkarni of the said Company has filed Special Civil Suit No. 1145/2000 in the Court of Civil Judge, Senior Division, Pune, against the Assignor. The application for temporary injunction filed by the said company in the said suit, is dismissed by the Civil Judge, Sr. Division, Pune. Against the said decision, the said company has filed appeal from order No. 837/2001 in the Honourable Mumbai High Court. In the said A.O. in Civil Application No. 1013/2001 the Honourable High Court has directed the Assignor as well as the Assignee that the Assignor shall ensure that FSI of 4085 sq.mtrs. and location of the land corresponding to building I and J shall be kept unused pending final decision of the suit, i.e. Special Suit No. 1145/2001. Further, the respondents in the said A.O. are restrained from dealing with or creating third party interest in respect of the said portion of the building I and FSI of 4085 sq.mtrs. of building I and J demarcated on the plan

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annexed to the Affidavit filed in the Honourable High Court. Location of the said portion is tentatively shown in the plan annexed hereto as Annexure - B. The Assignor as well the Assignee has various legal as well as factual claims, contentions and objections regarding the enforceability of the claim and suit of the said M/s. Bhushan Kulkarni & Associates Pvt. Ltd. Without prejudice to the said legal contentions and claims of Assignor / Assignee however, the said FSI admeasuring 43970 sq.ft. from building I and J is kept and to be kept unutilised / unconstructed as per direction of the Honourable Court. The Assignee is party to the said appeal.

AND WHEREAS M/s. A.V. Bhat & Company were claiming development rights in respect of the said entire property through an alleged Visar Pavti / Agreement executed by the land owners namely the Korde in their favour in the year 1979. The Said A.V. Bhat and Company has filed a suit against the Korde and Mutha family before the Civil Judge Junior Division at Pune bearing No. 1686/96.

AND WHEREAS M/s. Sukhwani Associates, were claiming rights against members of Korde and Mutha Family on the basis of certain agreement purported to have been executed by M/s. Korde Brothers, Mr. Prakash Mahadeo Korde and others in their favour in respect of a portion of land admeasuring 0H - 20 R out of S.No. 61 Kothrud, from the said entire property and the said M/s. Sukhwani Associates have filed a Special Civil Suit bearing No. _____/1998 before the Civil Judge Senior Division Pune, against Shri Mahadeo Kondiba Korde and 16 others.

AND WHEREAS in the mean time it transpired that Late Shri Mahadeo Kondiba Korde had executed a registered will dated 07/12/1984 which is registered in the office of the Sub Registrar Haveli No. - I at Sr. No. 9044/84 in the book No. III. As per the said will Shri Mahadeo Kondiba Korde had bequeathed the said entire property situated at Village - Vivehawad and other properties belonging to him in the will to his son Shri Mahadeo Korde absolutely.

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AND WHEREAS Shri Vivekanand Mahadeo Korde was residing in U.S.A. and after the discovery of the said will in his favour, he has filed a Special Civil Suit No. 786/99 in the Court of Civil Judge Sr. Divn. Pune, against other members of the Korde family claiming to be the sole and absolute owner of the properties belonging to Late Mahadeo Kondiba Korde which is inclusive of the said entire property.

AND WHEREAS the Assignor has entered into agreement with the said Shri Vivekanand Mahadeo Korde vide an agreement dated 05/03/1999 in respect of the share of the said Vivek Korde through his consituted attorney Shri Prakash Mahadeo Korde.

AND WHEREAS in the circumstances the Assignor herein thought it fit and proper to entrust the development rights in respect of the said entire land acquired by the Assignor by virtue of the various agreement/s, deed, documents, Power of Attornies, etc. executed by the owners of the said entire property unto and in favour of other developer by settling the claims of all the earlier developers / third parties / claimants mentioned herein above. The details of the agreements executed by the owners and the Assignor herein and with the above mentioned third party claimants are mentioned in the Annexure - C annexed hereto.

AND WHEREAS pursuant to the negotiations between the parties hereto the Assignor decided to grant, transfer, and assign all the rights of development of the said entire property EXCEPT the area admeasuring about 26481 sqmtrs. of Shantiban Society TOGETHERWITH the rights to obtain and utilise the FSI / TDR in respect of the the Hill Top - Hill Slope, Open Space, internal roads, the balance residual FSI / TDR with the rights of way and permanent access to the hill top and hill slope portion acquired by the Assignor under the aforesaid various agreement/s, deed, documents, Power of Attornies, etc. executed by the owners of the said entire property unto and in favour of the Assignor TOGETHER WITH the benefits of the said agreements, writings executed in favour of the Assignor by the owners and TOGETHER WITH the right to obtain and

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utilise for the benefit of the Assignee the Additional FSI, TDR on the said property unto and in favour of the Assignee. The area / portion of the property admeasuring 32318 sq.mtrs. in respect of which the Assignor has agreed to transfer, assign and grant the development rights to the Assignee is delineated in green ink in the plan annexed hereto as Annexure - B and the said portion under development is hereafter referred to as "the said property" for the sake of brevity and convenience and the same is more particularly described in the **Schedule - B** written hereunder. Pursuant to the same a Memorandum of Understanding dated 02/07/2001 was entered into between the parties hereto thereby recording the terms, conditions and consideration for the said assignment.

AND WHEREAS the parties hereto signed the usual Statement in Form 37-I prescribed under the provisions of Chapter XX-C of the Income Tax Act, 1961 in respect of the said Memorandum of Understanding dated 02/07/2001 and submitted the same to the Appropriate Authority of Income Tax, Ahmedabad with a view to procure the NOC of the said Appropriate Authority under the provisions of Section 269 UL (3) of the Income Tax Act, 1961. The Appropriate Authority of the Income Tax have issued their No-objection Clearance Certificate vide No. PN-3537/4407/2001-02 dtd. 11/10/2001 U/sec.269UL (3) for the transfer of the development rights in respect of the said property in favour of the Assignee herein in pursuance of the said Memorandum of Understanding dated 02/07/2001 at or for the consideration and on the terms and conditions mutually agreed upon which are setout hereinafter;

AND WHEREAS under the articles of the Memorandum of Understanding entered into between the parties hereto the Assignor herein has agreed to transfer, assign, grant the development rights in respect of entire FSI available in respect of the said property admeasuring 32318 sq.mtrs. which is described in Schedule - B written hereunder, together with the rights & benefits in respect of the internal road FSI, / or the entire remaining FSI from the portion of the aforesaid Shantiban Co - op. Hsg. Soc. Ltd, hill top hill slope portion and open space / balance residual FSI from the said

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portion at and for a consideration of Rs. 13,00,00,000/- (Rupees Thirteen Crores Only). This amount of consideration was determined on the assumption of 1.8 FSI (inclusive of 0.8 TDR) would be available to the Assignee for construction. The consideration was partly payable in the form of monetary consideration of Rs. 4,00,00,000/- (Rupees Four Crores only) and partly in the form of consideration in kind comprising of saleable built-up area of 90000 sq.ft. from the building/s to be constructed by the Assignee on the said property, which is separately valued at Rs. 9,00,00,000/- (Rupees Nine Crores only). The saleable built-up area of 90000 sq.feet was calculated assuming that the permissible TDR shall be 0.8 and third party claimants would be settled without commitment of any built-up area in the said property by the Assignor. However, under the aforesaid MOU it was agreed that if the permissible TDR is less than 0.8 then the consideration in kind i.e. saleable built-up area of 90000 sq. feet was to be reduced in proportion of entire consideration. The agreed consideration mentioned in the Memorandum of Understanding dtd. 02/07/2001 is calculated on the assumption of 1.8 FSI (i.e. inclusive of 0.8 TDR). However in view of the various developments pertaining to the rules regarding the grant of FSI / TDR the policy of the Pune Municipal Corporation, the FSI available now is 1.4 (i.e. inclusive of 0.4 TDR), and accordingly the actual saleable built up area available to the Assignee is reduced proportionately.

AND WHEREAS due to the orders passed by the Honourable Bombay High Court in the matter of Appeal from Order No. 837/2001 in the Civil Application No. 1013 filed by M/s. Bhushan Kulkarni & Associates Pvt. Ltd., FSI admeasuring 4085 sq.mtrs. in respect of "I" and "J" building is required to be kept unused and unutilised and further the FSI of 3344.48 sq.mtrs. / (36000 sq.ft.) of Building - D as per sanctioned layout which is to be allotted to M/s Omkar Properties Pvt. Ltd. towards their settlement by the Assignor under the terms of the MOU dated 06/05/2002, the net physical area of land admeasuring 15000 sq.mtrs. approximately from the Schedule property is available presently for commencement of development work of the Assignee over which presently FSI of about 17052.48 sq.mtrs. would be available for construction, which may be

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increased by utilisation of residual FSI of the entire land in Schedule - A as well as any permissible additional FSI / TDR etc. Accordingly, the total proportionate consideration payable to the Assignor by the Assignee for the grant, transfer, and assignment of the development rights in respect of the said FSI of 17052 sq.mtrs. comes to Rs. 6,51,99,000/- (Rupees Six Croros Fifty One Lakhs Ninety Nine Thousand only).

AND WHEREAS the Assignor has agreed and confirmed that the Assignor is not entitled to receive any other consideration over and above this amount from the Assignee on whatsoever account. However, in case if the additional TDR of 0.4 (i. e. in addition to the presently available 1.4 TDR making the total FSI = 1.8) is made available to the Assignee by the Assignor at the cost and responsibility of the Assignor then the Assignee has agreed to pay the additional consideration in respect of the saleable arising therefrom at the rate of Rs. 211/- per sq.ft of saleable FSI. However the payment shall be made on this account only after the D.R.C is obtained by the Assignor at his own cost.

AND WHEREAS In the meantime in pursuance of the deliberations, and negotiations the Assignor with the assistance and funds of the Assignee has settled / cancelled / assigned and / or agreed to settle the claim of the above mentioned third party claimants for the benefit of the Assignee and to enable the Assignee to commence and carry out the development of the said entire property.

AND WHEREAS Shri Vivekanand Mahadeo Korde has entered into agreement with the Assignor dtd. 09/10/2001 executed at Riverside California USA and a Deed of Confirmation dated 01/03/2002 and which is registered in the office of the Sub-Registrar Haveli No. IV vide document No. 1721/2002 where under he has confirmed the present transaction entered into between the Assignor and the Assignee. The Said Vivek [illegible] also given separate Registered Power Of Attorney to the Assignee registered vide Document No. 1722/2002. The entire consideration of Rs. 24,50,000/- (Rupees Twenty Four Lacs Fifty

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Thousand only) paid to Shri Vivekanand Mahadeo Korde is paid by the Assignee through the Assignor.

AND WHEREAS M/s. Sharda Constructions & Investment Company through Shri Aniruddh P. Deshpande has also relinquished, cancelled all their rights in respect 3994.79 sq.mtrs. / (43000 sq.ft.) saleable built up FSI out of the said entire property acquired by them by virtue of an Agreement / M.O. U. with the Assignor dtd. 05/05/1999 vide a Agreement of Cancellation dtd. 01/08/2001 for a total consideration of Rs. 65,00,000/- (rupees sixty five lakhs only) Out of the said amount the Assignor has paid Rs. 5,00,000/- (Rupees Five Lacs only) and the Assignee has paid the entire remaining of Rs. 60,00,000/- . (Rupees Sixty Lacs only).

AND WHEREAS the claim of M/s. Kher & Associates under the Joint Venture Agreement with the Assignor regarding 13006.31 sq.mtrs. / (140000 sq.ft.) saleable built-up area is settled by the Assignee herein for and on behalf of and at the instance of the Assignor at and for a consideration of Rs: 1,66,00,000/- (Rupees One Crore Sixty Six Lacs only) out of which the Assignor has contributed an amount of Rs. 24,00,000/- (Rupees Twenty Four Lacs only) out of the remaining amount of Rs. 1,42,00,000/- (Rupees One Crore Forty Two Lacs only) the Assignee has paid through the Assignor an amount of Rs. 32,00,000/- (Rupees Thirty Two Lacs only) and for the balance amount of Rs. 1,10,00,000/- (Rupees One Crore Ten Lacs only) on behalf of and on account of the Assignor the Assignee has issued post dated cheques for an amount of Rs. 1,10,00,000/- (Rupees One Crore Ten Lacs only) out of which Rs. 60,00,000/- (Rupees Sixty Lacs only) is already cleared and only an amount of Rs. 50,00,000/- (Rupees Fifty Lacs only) is outstanding.

AND WHEREAS M/s. Omkar Properties Pvt. Ltd., through Shri Sunil Dattatraya Rane have under the Articles of a Deed of Assignment dtd. 06/[illegible] executed between them and the Assignor have assigned and transferred all their rights in respect of 3716.09 sq.mtrs. / (40000 sq.ft.) FSI, on the earmarked portion of Building No. C as shown in the sanctioned layout plan a copy whereof is annexed hereto as Annexure -

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B, in favour of the Assignor herein. And further M/s. Omkar Properties Pvt. Ltd. on the one part and the Assignor herein on the other part have executed a Memorandum of Understanding dtd. 06/05/2002 where under the Assignor has agreed to construct and complete the construction of the "D" Building upon the terms and in the manner as more particularly stipulated in the said M.O.U. dtd. 06/05/2002. The Assignor herein has agreed and undertaken to comply with and fulfill the obligation / liability undertaken by the Assignor under the terms of the MOU dtd. 06/05/2002 entered into with the said Omkar Properties Pvt. Ltd. at the cost responsibility of the Assignor, and the Assignee herein shall not be responsible for the same in any manner. Without prejudice to the obligations and liabilities of the Assignor towards the said M/s. Omkar Properties Pvt. Ltd., through Shri Sunil Dattatraya Rane, it is further agreed that in case if the Assignor fails to discharge / abide / comply with the terms and conditions of the Assignment Deed / and M.O.U. entered into with M/s. Omkar Properties Pvt. Ltd., through Shri Sunil Dattatraya Rane then the Assignee shall have right to negotiate and deal with the said claimant upon such terms and conditions as may be deemed fit and proper by the Assignee and in such an event the consideration payable / expenses, costs incurred by the Assignee in respect of / to the said claimant will be deducted / appropriated out of and from the amount of consideration actually payable to the Assignor under the terms hereof, in case if it is found that any extra payment over and above agreed consideration under this agreement is paid by the Assignee to the claimant then such amounts will be adjusted, appropriated against the cost of the other personal properties of the Directors of the Assignor in particular the property bearing F.P. No. 430 /1 of Shivajinagar which is already agreed by the Directors of the Assignor to transfer the same to the Assignee in their personal capacity.

AND WHEREAS the Managing Director of the Assignor Shri Vijay Narayan Dadhe have undertaken the said responsibility as and by way of his personal guarantee.

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AND WHEREAS M/s. A. V. Bhat & Company - claiming the said entire property on the basis of agreement executed by Kordes / Muthas have agreed to assign / assigned all their rights / claim in respect of the said entire property in favour of the Assignor / Assignee at and for a consideration of Rs. 69,00,000/- (Rupees Sixty Nine Lacs only) out of which the Assignor has paid Rs. 9,00,000/- (Rupees Nine Lacs only) and remaining amount of Rs. 60,00,000/- (Rupees Sixty Lacs only) is agreed to be paid by the Assignee out of which Rs. 15,00,000/- (rupees fifteen lakhs only) is already paid and the balance amount of Rs. 45,00,000/- (rupees forty five lakhs only) is agreed to be paid by the Assignee to the said company for and on behalf of the Assignor for which post dated cheques are issued by the Assignee and the amount so paid shall be adjusted, appropriated, deducted from the actual total consideration payable to the Assignor by the Assignee in pursuance of these presents and / or towards the Assignment of Development Rights by the Assignor to the Assignee hereunder.

AND WHEREAS M/s. Sukhwani Associates, claiming rights against members of Korde and Mutha Family on the basis of certain agreement purported to have been executed by Korde brothers and Mr. Prakash Mahadeo Korde in their favour of the Portion admeasuring 20 R, out of S.No. 61, Kothrud. In settlement whereof the Assignor has agreed to give / allot, saleable built-up area of 371.60 sq.mtrs. / (4000 sq.ft.) each to Sukhwani and Punjabi in any of the building / projects of the Assignor. However without prejudice to the liability / obligation of the Assignor to give / allot the said built up area if the Assignor fails to give the same then in such a case the Assignee shall give / allot, saleable built-up area of 371.60 sq.mtrs. / (4000 sq.ft.) each to Sukhwani and Punjabi in the proposed scheme / building project to be constructed by the Assignee on the said property or any other property / building/s /project of the Assignee towards settlement / assignment of the right title, claim and interest of the said claimant in favour of the Assignee. For valuation purpose, the cost of the saleable built up area to be allotted by the Assignee will be Rs. 1000/- per sq.ft. of saleable built-up and which amount / price is agreed to be

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adjusted / deducted from the consideration payable to the Assignor under these presents.

AND WHEREAS as mentioned above out of the claim of all the third party claimants, the claim of M/s. Bhushan Kulkarni and Associates and M/s. T. T. Gholap and Gholap painting Company (Gholap Painter) is not yet settled. M/s. T. T. Gholap and Gholap Painting Company (Gholap Painter) are claiming an area of 2601 sq.mtrs. / (28000 sq.ft.) FSI on the portion shown in the plan annexed hereto as **Annexure - B** in respect of the building No. L (formerly building named "Godavari and Gomati" in the conceptual layout attached to the agreement of the said Gholap, with the Assignor) and accordingly pending the settlement of the said Gholap, the Assignee herein is very well entitled to commence, construct and develop the remaining portion of the FSI together with all the rights and profits accruing therefrom in the form of built-up area / saleable FSI / saleable built-up area out of the total FSI in respect of the said property which is agreed to be transferred, assigned to the Assignee under the M.O.U. dtd. 02/07/2001/ these presents. Without prejudice to the liability of the Assignor, the Assignor has fully empowered and authorised the Assignee to deal with claim and objection of M/s. Bhushan Kulkarni & Associates Pvt. Ltd. and M/s. T.T. Gholap & Gholap Painting Company (Gholap Painter) on such terms and conditions, as the Assignee might deem fit and proper. In such a case, the amount / consideration in kind or money promised and / or paid by the Assignee to the said claimant shall be adjusted from and out of the consideration payable to the Assignor under the terms of the M.O.U. dated 02/07/2001 and under the terms herein. The Assignor shall at its / his own responsibility shall deal with and settle the claim of M/s. Bhushan Kulkarni and Associates and in case if the claim of the said M/s. Bhushan Kulkarni and Associates is settled the Assignor shall assign, transfer, grant the development rights in respect of the area of FSI admeasuring about 4085 sq.mtr. presently under the claim of the said M/s. Bhushan Kulkarni and Associates to the Assignee at and for a price/consideration at the rate of Rs. 211/- per square feet saleable built up area and the same condition shall apply to the land / FSI released from the claim of M/s. T.T. Gholap and Gholap Painting Company.

AND WHEREAS during the settlement and execution of the agreements / and Confirmation Deeds with the Korde and Mutha Family as per Annexure - A annexed hereto the Assignee has paid / agreed to pay substantial amounts including consideration paid to Shri Vivekanand Mahadeo Korde who claims to be the sole owner of the said property as per the Will dtd. 07/12/84 executed by Late Shri Mahadeo Kondiba Korde.

AND WHEREAS as mentioned above during the settlement of various third party claimants and the land owners, the Assignee has paid and agreed to pay substantial amounts by cheque / pay order / demand draft / post dated cheques to the respective parties on behalf of the Assignor. The details of the agreements/cancellation deeds/assignment agreements and the settlement of the third party claimants referred above and the amount of consideration payable towards their settlement / paid / advanced and the remaining amount to be paid by the Assignee are given in the Annexure - C annexed hereto.

AND WHEREAS the said amounts paid by the Assignee to the claimants for and on behalf of the Assignor as per the details given in Annexure - C are agreed to be deducted, appropriated and adjusted from and out of the actual consideration under the MOU dated 02/07/2001 / the proportionate consideration / the actual consideration payable to the Assignor for the transfer, grant, assignment of the developments rights in respect of the said property under these presents in favour of the Assignee. However in case if the amounts so paid by the Assignee to the claimants and the owners exceeds the actual consideration payable to the Assignor (i.e. Rs. 6,51,99,000/-) then such excess amounts paid by the Assignee shall be deemed to have received by the Directors of the Assignor against the cost / consideration of their personal property of the Directors of the Assignor (of V.N. Dadhe) i.e property bearing Final Plot No. 438/1 Shivajinagar which is already agreed to be transferred to the Assignee.

AND WHEREAS the parties hereto have specifically agreed that in the event the Assignee deposits the requisite conversion charges in respect of a portion of the said entire property under Industrial zone / belt for

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getting the same converted into residential charges then such amount deposited by the Assignor towards the conversion fees to the PMC shall be deducted from the actual amount due and payable to the Assignor by the Assignee under the terms hereof. It is further agreed that the Assignee shall be solely entitled to all and whatsoever benefits, profits, on account of the conversion of the Industrial zone to residential zone of a portion of the said entire property without any claim of whatsoever nature by the Assignor in respect thereof.

AND WHEREAS In view of all the developments and events mentioned above the parties therefore, decided to execute this present Deed of Assignment of Development Rights and register the same with the Registrar of Assurances, Haveli No. IV in respect of the property described in Schedule - B. SAVE AND EXCEPT a) THE FSI OF 4085 SQ.MTRS. FOR THE PROPOSED BUILDINGS I AND J (RESERVED FOR M/S. BHUSHAN KULKARNI & ASSOCIATES PVT.LTD, as per High Court order, but without prejudice to claims and contentions of Assignor and Assignee). b) THE SALEABLE FSI OF 3344.44 SQ.MTRS. OF THE PROPOSED BUILDING D (RESERVED FOR M/S. OMKAR PROPERTIES PVT. LTD.) c) SALEABLE FSI OF 2601.26 SQ.MTRS. OF THE PROPOSED BUILDING L (formerly building name "Godavari" and "Gomati" in the conceptual layout attached to the agreement of said Gholap with Assignor, RESERVED FOR T.T. GHOLAP & M/S. GHOLAP PAINTING COMPANY (GHOLAP PAINTER) but without prejudice to the claims and contentions of the Assignor and Assignee against the said persons.

NOW THEREFORE THIS DEED WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1) The Assignor doth hereby admit and confirm the entrustment of development rights unto and in favour of the Assignee in pursuance of the Memorandum of Understanding dated 02/07/2001. As such, the Assignee shall be entitled to and have sole and exclusive right to develop the

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property which is more particularly described in the Schedule - B written hereunder and which being the subject matter of these presents and (the said property under development with the Assignee hereunder is hereinafter for the sake of brevity and convenience referred to or called as "the said plot" and the same is earmarked in green ink in the plan attached herewith as Annexure - B), execute scheme of ownership flats / shops / offices / tenaments / units etc. and / or layout plots or otherwise assign, transfer or alienate the development rights of the said property and / or flats, apartments, tenements, therein and / or layout plots of portions thereof.

2) The Assignor and Assignee do hereby agree, declare and confirm that the built-up area of 90,000 sq.ft. saleable built-up area as per the MOU dated 02/07/2001 is not to be given and allotted to the Assignor in view of various payments as per Annexure - A and C hereto made by the Assignee to the Assignor / owners / thirty party claimants, for being paid to the land owners / third party claimants in the said land. The said condition regarding allotment of 90,000 sq.ft. of built-up area, together with rights of parking etc. is hereby discharged by mutual consent of both the Assignor and the Assignee and henceforth the said condition is mutually waived by both the parties. Thus, the Assignor shall not have any right, title and interest of whatsoever nature into and upon the said proposed saleable built-up area of 90,000 sq.ft. as per agreement / MOU dated 02/07/2001. The Assignor shall not have any right or claim regarding any built-up area in the proposed development of the said plot and the portion of the said entire land by the Assignee. The Assignee shall be absolutely entitled to and shall have full power and authority to assign, sell, transfer, dispose off the said saleable built-up area to whomsoever as they may like, without any claim, hindrance or obstruction from the Assignor and / or without recourse to the Assignor. It is specifically agreed and declared that no consent / signature / any further deed or declaration of the Assignor shall be required for any such sale, allotment or disposal of the said built-up area by the Assignee to any third party and to derive / receive the sale proceeds therefrom for the exclusive benefit of the Assignee alone. This

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Deed itself shall be regarded as irrevocable consent of the Assignor for sale, disposal and transfer of the said built-up area by the Assignee.

3) In view of the High Court order in the case of M/s. Bhushan Kulkarni & Associates Pvt. Ltd. and also pending settlement of T.T. Gholap and Gholap Painting Company (Gholap Painter), the net area of which the development rights are assigned / transferred and conveyed to the Assignee hereunder is admeasuring about 17052.48 sq.mtrs. FSI out of the said property described in the Schedule - B written hereunder. For convenience, the said property of which the development rights are assigned, conveyed and transferred by the Assignor to the Assignee under these presents is more particularly described in Schedule - C written hereunder. The Assignor doth hereby assign, convey and transfer absolutely the said development rights in respect of the property described in the Schedule - C written hereunder unto the Assignee under these presents for total consideration of Rs. 6,51,99,000/- (Rupees Six Crores Fifty One Lacs Ninety Nine Thousand only). Out of the said consideration amount of Rs. 6,51,99,000/- (Rupees Six Crores Fifty One Lacs Ninety Nine Thousand only) the Assignor has received from the Assignee part consideration as stated in these presents / as follows :-

a) Rs. 4,55,17,788/-. Paid by the Assignee to the Assignor from time to time and the cheques paid to and in favour of / in the name of land owners, the third party claimants for and on behalf of the Assignor and at the instance of the Assignor aggregating to Rs. 4,55,17,788/-. (Rupees Four Crores Fifty Five Lacs Seventeen Thousand Seven Hundred and Eighty Eight only). The Assignor doth hereby acknowledge the receipt of the said amount and separate receipt for the same shall not be necessary.

b) Rs. 95,00,000/- Agreed to be paid by the Assignee at the instance and on account of Assignor that post dated cheques issued to the Claimants aggregating to Rs. 95,00,000/- (Rupees Ninety Five Lacs only). Assignor hereby admit and confirms the same and acknowledge the receipt of the said amount subject to realisation of the cheques and separate receipt for the same shall not be necessary.

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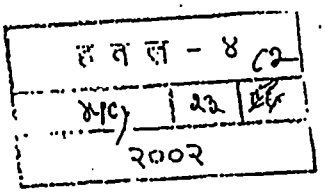
c) Rs. 1,01,81,212/-. Balance amount to be paid by the Assignee for and on behalf of and at the instance of the Assignor towards payment to the land owners / to be deposited to the P.M.C. for conversion charges, development charges etc. / to be adjusted towards Stamp Duty, Registration Charges / for and on behalf of and on account of the Assignor i.e. amount of Rs. 1,01,81,212/-. (Rupees One Crore One Lac Eighty One Thousand Two Hundred and Twelve only). It is agreed by the Assignor that the said balance amount may be paid directly to the owners by the Assignee and all incidental amounts to be deposited by the Assignee to the P.M.C., Stamp Duty, Registration Charges as aforesaid shall be deemed to have received and acknowledged by the Assignor and the amounts so paid by the Assignee shall be binding on the Assignor. The Assignor undertakes to confirm and ratify and issue the necessary receipts thereof.

4) The following agreements entered into by the Assignor with third party claimants are got cancelled / settled / assigned by the Assignor with the assistance and fund of the Assignee unto and in favour of the Assignor / Assignee and for the benefit of Assignee so as to enable the Assignee to commence and complete the development, construction of / over the said property. The third party claimant as well as the owners have confirmed the transaction entered into between the parties hereto and have thereby confirmed the rights of development / construction /and sell of the Assignee.

a) M/s. Sharda Constructions & Investment Company through Shri Aniruddh P. Deshpande has also relinquished, cancelled all their rights in respect 3994 sq.mtrs. / (43000 sqft.) saleable built up FSI out of the said entire property acquired by them by virtue of an Agreement / M.O. U. with the Assignor dtd. 05/05/1999 vide a Agreement of Cancellation dtd. 01/08/2001 for a total consideration of Rs. 65,00,000/- (Rupees Sixty Five Lakhs only) out of the said amount the Assignor has paid Rs. 5,00,000/- (Rupees [illegible] Lacs only) and the Assignee has paid the entire remaining sum of Rs. 60,00,000/-

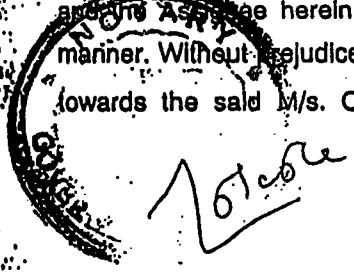
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b) The claim of M/s. Kher & Associates under the Joint Venture Agreement with the Assignor regarding 13006 sq.mtrs / (140000 sq.ft.) saleable built-up area is settled by the Assignee herein for and on behalf of and at the instance of the Assignor at and for a consideration of Rs. 1,66,00,000/- (Rupees One Crore Sixty Six Lacs only) out of which the Assignor has paid and contributed an amount of Rs. 24,00000/- (Rupees Twenty Four Lacs only). Out of the remaining amount of Rs. 1,42,00,000/- (Rupees One Crore Forty Two Lacs only) the Assignee has already paid Rs. 32,00,000/- (Rupees Thirty Two Lacs only) by various cheques through Assignor. The Assignee has given and issued post dated cheques aggregating to Rs. 1,10,00,000/- (Rupees One Crore Ten Lacs only) on behalf of and on account of the Assignor. From the said post dated cheques an amount of Rs. 60,00,000/- (Rupees Sixty Lacs only) is already cleared and only an amount of Rs. 50,00,000/- (Rupees Fifty Lacs only is outstanding.

c) M/s. Omkar Properties Pvt. Ltd., through Shri. Sunil Dattatraya Rane have under the articles of a Deed of Assignment dtd. 06/05/2002 and executed between them and the Assignor, the said M/s. Omkar Properties Pvt. Ltd. have assigned and transferred all their rights in respect of 3716 sq.mtrs. / (40000 sq.ft.) FSI, on the earmarked portion of Building No. C as shown in the sanctioned layout plan a copy whereof is annexed hereto as Annexure - B, in favour of the Assignor herein. And further M/s. Omkar Properties Pvt. Ltd. on the one part and the Assignor herein on the other part have executed a Memorandum of Understanding dtd. 06/05/2002 where under the Assignor has agreed to construct and complete at its / his own cost the construction of the "D" Building upon the terms and in the manner as more particularly stipulated in the said M.O.U. dtd. 06/05/2002. The Assignor herein has agreed and undertaken to comply with and fulfill the obligation / liability undertaken by the Assignor under the terms of the MOU dtd. 06/05/2002 entered into with the said Omkar Properties Pvt. Ltd. at the own cost, responsibility of the Assignor, and the Assignee herein shall not be responsible for the same in any manner. Without prejudice to the obligations and liabilities of the Assignor towards the said M/s. Omkar Properties Pvt. Ltd., through Shri Sunil





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Dattatraya Rane, It is further agreed that in case if the Assignor fails to discharge / abide / comply with the terms and conditions of the Assignment Deed and M.O.U. dated 06/05/2001 entered into with M/s. Omkar Properties Pvt. Ltd., through Shri Sunil Dattatraya Rane then the Assignee shall have right to negotiate and deal with the said claimant upon such terms and conditions as may be deemed fit and proper by the Assignee and in such an event the consideration payable by the Assignee to the said claimant will be deducted / appropriated out of and from the amount of consideration actually payable to the Assignor under the terms hereof, in case if it is found that any extra payment over and above the actual due amount payable to the Assignor is paid by the Assignee to the claimant then such amounts will be adjusted, appropriated against the cost of the other personal properties of the Directors of the Assignor in particular the property bearing F.P.No. 438 /1 of Shivajinagar which is already agreed by the Directors of Assignor in their personal capacity to transfer the same to the Assignee.

d) M/s. A. V. Bhat & Company - claiming the said entire property on the basis of agreement executed by Kordes / Muthas. have assigned / agreed to assign all their rights, claim in respect of the said entire property at and for a consideration of Rs. 69,00,000/- (Rupees Sixty Nine Lacs only) out of which the Assignor has paid Rs. 9,00,000/- (Rupees Nine Lacs only) and remaining amount of Rs. 60,00,000/- (Rupees Sixty Lacs only) is agreed to be paid by the Assignee out of which Rs. 15,00,000/- (Rupees fifteen lakhs only) is already paid and the balance amount of Rs. 45,00,000/- (rupees forty five lakhs only) is agreed to be paid by the Assignee to the said company for and on behalf of the Assignor for which post dated cheques are issued by the Assignee and the amount so paid shall be adjusted, appropriated, deducted from the actual total consideration payable to the Assignor by the Assignee in pursuance of these presents and / or towards the Assignment of Development Rights by the Assignor to the Assignee hereunder.

e) M/s. Sarawani Associates, claiming rights against members of Korde and Mutha Family on the basis of certain agreement purported to

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have been executed by Korde brothers and Mr. Prakash Mahadeo Korde in their favour of the Portion admeasuring 20 Ft. out of S.No. 61, Kothrud. In settlement whereof the Assignor has agreed to give / allot, saleable built-up area of 371 sq.mtrs. / (4000 sq.ft.) each to Sukhwani and Punjabi in any of the building / projects of the Assignor. However without prejudice to the liability / obligation of the Assignor to give / allot the said built up area if the Assignor fails to give the same then in such a case the Assignee shall give / allot, saleable built-up area of 371 sq.mtrs. / (4000 sq.ft.) each to Sukhwani and Punjabi in the proposed scheme / building project to be constructed by the Assignee on the said property or any other property / building/s /project of the Assignee towards settlement / assignment of the right title, claim and interest of the said claimant in favour of the Assignee. For valuation purpose, the cost of the saleable built up area to be allotted by the assingee will be Rs. 1000/- per sq.ft. of saleable built-up and which amount / price is agreed to be adjusted / deducted from the consideration payable to the Assignor under these presents.

Settled.

5) M/s. T T Gholap & Gholap Painting Company (Gholap Painter) are claiming rights of development about 26001 sq.mtrs. / (28000 sq.ft.) FSI on the portion shown in the plan annexed hereto as Annexure - B in respect of L building. Without prejudice to the liability of the Assignor, in settling the claim of said M/s. T.T Gholap & Company, the Assignor has, fully empowered and authorised the Assignee to deal with the claim and objection of the said M/s. T.T Gholap & Company, on such terms and conditions, as the Assignee might deem fit and proper. In such a case the amount / consideration promised and / or paid by the Assignee to the said claimant shall be adjusted, appropriated, deducted from and out of the consideration under the MOU dated 02/07/2001 / the proportionate consideration / the actual consideration payable to the Assignor for the transfer, grant, assignment of the developments rights in respect of the said entire property in favour of the Assignee. In any such case of settlement or release of the claim of M/s. T.T. Gholap and Gholap Painting Company (Gholap Painter) the Assignor shall assign, transfer and grant the development rights of the said released portion in favour of the

Assignee by executing and registering separate deed or instrument in favour of the Assignee without claiming any separate or additional consideration.

6) It is agreed between the Assignor and the Assignee to appropriate and adjust the above said payments and commitments by the Assignee to third party claimants (and to the owners if any) and the same is and shall be appropriated, acknowledged and adjusted in the consideration payable to the Assignor under these presents. In such a case, the amount / consideration promised and / or paid by the Assignee to the said claimant (and / to the owner if any) shall be adjusted from and out of the consideration payable to the Assignor under these presents. In case if it is found that any extra payment over and above the actual due amount payable to the Assignor is paid by the Assignee to the claimant then such amounts will be adjusted, appropriated against the cost of the other personal properties of the Directors of the Assignor in particular the property bearing F.P. No. 438 /1 of Shivajinagar which is already agreed by the Directors of the Assignor in their personal capacity to transfer the same to the Assignee. The Managing Director of the Assignor Shri Vijay Narayan Dadhe for himself and on behalf of the other Directors do hereby undertake personal liability, guarantee and responsibility for the same.

7) M/s. Bhushan Kulkarni & Associates Pvt. Ltd. are claiming 4085 sq.mtrs. / (43970 sq.ft.) FSI of building I and J as per the layout sanctioned by PMC, Shri Bhushan Bal Kulkarni of the said Company has filed Special Civil Suit No. 1145/2000 in the Court of Civil Judge, Sr. Divn. Pune, against the Assignor. The application for temporary injunction filed by the said company in the said suit, is dismissed by the Civil Judge, Sr. Division, Pune. Against the said decision, the said company has filed appeal from order No. 837/2001 in the Honourable Mumbai High Court. In A.O. in Civil Application No. 1013/2001 the Honourable High Court has directed the Assignor / Assignee that the Assignor shall ensure that FSI of 4085 sq.mtrs. and location of the land corresponding to building I and J shall be kept unused pending final decision of the suit, i.e. Special Suit No. 1145/2001. Further, the respondents in the said A.O. are

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restrained from dealing with or creating third party interest in respect of the said portion of the building I and J and FSI of 4085 sq.mtrs. of building I and J demarcated on the plan annexed to the Affidavit filed in the Honourable High Court. The Assignor has various contentions on merits against the claim of said M/s. Bhushan Kulkarni & Associates which will be canvassed in the court, in case there is no settlement with M/s. Bhushan Kulkarni & Associates. This covenant about the settlement of M/s. Bhushan Kulkarni & Associates, is without prejudice to all the claims and contentions of the respective parties in the legal proceedings. Location of the said portion is shown in the plan annexed hereto as Annexure - B and true copy of the said plan is annexed hereto. In case the said location is changed by directions of the Hon'ble High Court, to that extent there will be variation in Annexure - B. Hence, the said FSI admeasuring 4085 sq.mtrs. from building I and J is kept and to be kept unutilised / unconstructed as per direction of the Honourable Court. The Assignor shall at its / his own responsibility shall deal with and settle the claim of M/s. Bhushan Kulkarni and Associates and in case if the claim of the said M/s. Bhushan Kulkarni and Associates is settled the Assignor shall assign, transfer, grant the development rights in respect of the area of FSI admeasuring about 4085 sq.mtr. presently under the claim of the said M/s. Bhushan Kulkarni and Associates to the Assignee at and for a price / consideration at the rate of Rs. 211/- per square feet saleable built up area.

8) Except the aforesaid adjustment, appropriation and satisfaction of consideration, the other terms, conditions and obligations of the Assignor under the principal MOU and Agreement of Development dated 02/07/2001 shall continue to be binding on the Assignor. The copy of principal MOU / Agreement dated 02/07/2001 is annexed hereto for ready reference as Annexure - D.

9) The Assignee shall be entitled to raise finance from Financial Institutions, Banks, HDFC, LIC by mortgaging the said property and / or by offering the said or rights under these presents by way of security / charge

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co-lateral security. The Assignee alone shall be responsible for repayment of any such advance, finance loan as the case may be.

10) The Assignee shall also be entitled to assign or transfer all or any of the rights accrued by virtue of the MOU dated 02/07/2001 and this agreement and also otherwise in respect of the said property. The said assignment, transfer or entrustment may be full or partial or may be by appointment of another Developer or Sub-Developer or in Partnership and or by Joint Venture Association or Organisation. In any such case, consent or signature of Assignor shall not be required. The Assignor shall not claim any more or additional consideration, other than what is mentioned in this agreement. This agreement itself shall be regarded as irrevocable consent of the Assignor for any such assignment, entrustment or transfer, alienation by the Assignee.

11) The Assignor hereby assures, declares and represents the title of the said property is clean, clear and marketable and without encumbrances, claims or charges of any nature whatsoever. The Assignor further declares that the said property is not a subject matter of any litigation court cases or dispute or any other third party claims of any nature whatsoever. The Assignor hereby agreed to save and keep harmless and keep indemnified the Assignees from and against all losses, damages, costs or expenses which the Assignees may sustain or incur in respect of the said property by reason of any claim being made by anybody whomsoever arising out of any encumbrances like agreement, sale, lien, mortgage, litigation, tenancy, possession, easement, encroachment, attachment etc or any other defect in title created in writing or otherwise by The Assignor or any other person/s claiming through them. In case of dispute of any nature whatsoever by any person or persons arises at any stage, the Assignor shall get the same cleared off at their own costs and consequences. If at any stage, the Owners title in respect of the said property is found unclear or defective in any manner, then the Assignee shall have the option to cancel and terminate this and in that case the Assignor shall unconditionally refund all the amounts paid by the Assignees alongwith the expenses incurred by

the Assignees for causing the development and construction of the said property till such time alongwith the interest at the rate of 14% p.a. to the Assignor within a period of 60 days from the notice of termination by the Assignees .

THE ASSIGNOR DECLARE AND CONFIRM AS FOLLOWS :-

I. That they have not done, executed or perform any act, deed, matter or thing whereby they are prevented from granting/confirming the development rights in respect of the said property in favour of the Assignee. That they have not entered into any other agreement for sale in respect of the said property with any other person or party.

II. The title to the said property is free, clear and marketable and that there are no outstanding encumbrances, mortgages, charges, claims or doubts on or in respect thereof or any part or portion thereof.

III. That they have received no notice of acquisition or requisition in respect of the said land or any part thereof from any Government or Public Body or Authority under any Statute, Rule, Regulation or other Enactment of the Central or State Government.

IV. That the Assignor have a marketable title to the said property and that there are no outstanding encumbrances mortgages, lien notices for acquisitions, requisitions or reservation or assignments or rights of tenants protected or otherwise or any outstanding interest or claims by any other party except as enumerated herein. The Assignor do hereby agree to save harmless and keep indemnified the Assignees from and against all losses, damages, costs or expenses which the Assignees may sustain or incur in respect of the said portion of property by reason of any claim being made by anybody whomsoever arising out of any encumbrances like agreement, sale, lien, mortgage, litigation, acquisition, requisition, reservation, possession, tenancy, easement etc or any other defect in title created in

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writing by the Assignor or any other person/s claiming through them or otherwise.

V. The Assignor have on execution hereof executed a Power of Attorney in favour of the Assignees and/or their nominee/s to do all things, deeds and matters pertaining to all the development activities at the cost of the Assignees and for the purpose to approach the Pune Municipal Corporation and all the other competent Government / Semi Government authorities and the Local bodies or any other body in respect of any acts, deeds, matters and things which may be done or incurred by the Assignees as also to sign all letters, applications, agreements, documents, court proceedings, affidavits; and such other papers as may be from time to time required in this behalf. All the powers and authorities of the said Power of Attorney shall be exercised by the Assignees at their own costs, risks and responsibilities and the Assignor shall not be responsible or liable for the same. The Assignor shall at the cost of the Assignees also appoint Architect of the Assignees choice, and also submit the building plans prepared for sanction and apply for quotas, of all controlled building material such as cement, steel etc. to the relevant authorities, The Collector of Pune and all other authorities in connection with the building plan submitted and for the other establishments to be constructed by the Assignees and/or their nominees or assigns and sale thereof.

VI. The Assignor agree and affirm that they shall not do or execute any acts, deeds or things or cause to be done or executed any acts, deeds or things which will be against the terms and conditions or these presents and the said approved plan and scheme.

VII. The Assignor agree and affirm that they shall give all necessary assistance / co-operation to the Assignees for the building project as per the approved plan and the sanctioned scheme. The Assignor further agree and affirm that they shall give full co-operation and that the Assignees shall be entitled to further divide or sub-divide the said property in any manner the Assignees require.

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VIII. The Assignor agree and affirm that as a consideration of the Assignees developing the property the Assignees shall be entitled to realise the sale and other proceeds on the said property and from the sale of flats/shops/offices/parking spaces constructed thereupon for their exclusive benefits as also the Assignees are hereby absolutely entitled to sign all agreements with their prospective purchasers for the flats / shops / offices and other structure/s constructed on the said property.

IX. The Assignor agree and affirm that the Assignees shall be entitled to all the benefits of accounts or change in building rules and/or increase in F.S.I. subsequent to the execution of these presents and the Assignor shall not be entitled to claim any compensation in respect of the same.

X. That agreement/s entered into between them and the owners of the said property are valid and subsisting and in full force and effect and full consideration due and payable to the owner is paid discharge and the Assignee shall not be liable for any payment in respect thereof & the Assignor is fully entitled to execute these presents. However if any outstanding amounts / balance consideration amounts are required to be paid to the owner on any account at the time of execution of Confirmation Deeds especially in case of Mr. Prakash Mahadeo Korde then it will be the sole responsibility of the Assignor to deal and pay such amounts. There are no pending disputes, litigations between the Assignors and the owners of the said property.

XI. That the said property is free from the purview & ambit of the Urban Land (Ceiling & Regulation) Act 1976 .

XII. The Assignor, confirm that they have not entered into agreement of sale for flats, shops, tenaments, parking space or any other contract of construction on the said property or otherwise dealt with the same in any way and further the Assignor hereby undertakes not to execute / enter into any such agreements for sale of flats, shops, tenaments, etc by the Assignee on the said property by virtue of these presents.

ACHYUT DAMODAR GHO... GOVERNMENT OF INDIA

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XIII. The Assignor hereby declare that save and except the third party claimants mentioned above, the Assignor has not entered into any agreements either in writing or oral with any other person. The Assignor further declares that no other person/s except the above mentioned claimants have any right, claim of whatsoever nature in respect of the said property or any part thereof. The Assignor has not subjected the said property to any encumbrances, charges nor has the Assignee dealt with the same in such a manner so as to prejudicially / adversely affect the title of the said property.

XIV. The Assignee shall be entitled to sell the flats/units/open or closed parking spaces in the building/s or plots other structures so constructed by the Assignee over the said property to any person or party at such price or consideration and on such terms and conditions as the Assignee may deem fit and to appropriate for its own benefit the sale proceeds therefrom. Further, the Assignee shall be entitled to grant the exclusive use, occupation and enjoyment of all terraces in the buildings to be constructed by the Assignee on the said property to one or more of the purchasers of the flats/units. The Assignee shall also be entitled to grant such exclusive use, occupation and enjoyment of any part or portion of the said property which remains unbuilt upon to one or more of the said flat/unit purchasers and / or to any other person or persons to be used as a garden or sit-out or for any other permissible user. The Assignee shall be entitled to grant such exclusive right of users as aforesaid for such consideration amount without being liable to pay any part thereof to the Assignor, and the Owner.

XV. The Assignor hereby declare that the said property is mostly falling in the Residential Zone and a portion is in Industrial Zone (according to the Development Plan of Pune Municipal Corporation) and that they have not received any notice of acquisition or requisition in respect of the said property or any part or portion thereof from any Government or Public Body or Authority under any statute, Rule, Regulation or other enactment of the Central or State Government.

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XVI. The entire development and construction work upon the said property shall be carried out and completed by the Assignees themselves or through their nominee/s subject to the terms and conditions of this agreement, at the cost of the Assignees alone and The Assignor shall in no way be made liable or responsible for the same. The planning, developing, construction, sale and all things in respect of the proposed flats / shops / offices on the said property shall be at the absolute discretion of the Assignees who shall appoint an Architect and employ necessary person/s at their own costs to prepare such development/re-development, building plans, structural designs etc. and get the same approved from the Pune Municipal Corporation and/or any Appropriate Authority as the case may be to do the follow up work, the cost towards Architect Fees, Development Charges, P.M.C. Charges will be borne by the Assignor.

XVII. On getting the plans approved, the Assignees are free to carry out construction on the portion of the said property in accordance with the approved plans, and construct buildings containing Flats/Shops / Office Premises / Units etc and shall be entitled to sell/alienate in any manner the said Flats/Shops/Office Premises/Units etc to prospective purchasers by entering into Agreements thereof under the provisions of Maharashtra Ownership Flats Act, 1963 and the rules made thereunder or otherwise howsoever fully exploit the commercial potentiality of the said property and to receive and appropriate for the Assignees own benefits the sale/other proceeds/ benefits thereof. All the expenses, charges required to be paid to the PMC, the development Charges, Architect fees, and other incidental expenses in relation to the sanction of plans are to be borne and paid by the Assignor. The Assignee is further empowered and entitled to have the plans, layouts modified, revised from time to time as may be deemed fit and proper by them by appointing any Architect/s for the said purpose without any recourse or any consent of the Assignor

XVIII. It is mutually agreed between the parties hereto that all the expenses required to be incurred in respect of the development of the said property i.e. construction, all costs for construction, including costs for

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materials, Advocate fees, are to be borne by the Assignee and the Assignor shall be liable and/shall bear the expenses, charges required for taking all permissions from all the Departments, approval of plans from P.M.C., development charges, conversion charges, N.O.C. from Income Tax Department, permission/order from U.L.C. Department, Architect Fees and the Assignee shall in no way be responsible for the same. In the event if these charges agreed to be borne by the Assignor are paid by the Assignee the same shall be deducted, appropriated, and adjusted from the amount of the actual consideration payable to the Assignor under these presents. In case if it is found that any extra payment over and above the actual due amount payable to the Assignor is paid by the Assignee to the claimant then such amounts will be adjusted, appropriated against the cost of the other personal properties of the Directors of the Assignor in particular the property bearing F.P. No. 438 /1 of Shivajinagar which is already agreed by the Assignor to transfer the same to the Assignee in his personal capacity.

After the execution of this Agreement the Assignees shall be entitled to enter upon the said property, to do the following acts.

a) To prepare and submit plans for development and construction and to get them approved and or revised/ modified as per the choice of the Assignees from time to time if necessary, however actual construction shall be commenced only on approval of plans.

b) To enter upon said property the purposes of demarcation or survey work and on getting the requisite sanctions, permissions and approvals as required shall carry out development and construction of the new building thereon in accordance with the plans and specifications approved by the Pune Municipal Corporation and/or any other Appropriate Authority to obtain the completion certificate thereof.

To construct buildings upon the said property as mentioned and for that purpose the Assignee may amalgamate the said property with

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any other adjoining land/ properties or to sub-divide the said property as may be deemed fit and proper by the Assignees.

c) On getting the plans approved from the Pune Municipal Corporation the Assignee will be entitled to deal with and dispose of the flats and other premises in the proposed building to be constructed by them on the said property on ownership basis or otherwise for such consideration and upon the terms and conditions as the Assignees may in their absolute discretion deem fit and proper and for that purpose to enter into Agreements with the prospective purchasers and accept money from them for the purpose of recovery for their investment in this project and their profit. The Assignees shall be responsible for abiding observance and fulfillment of all the requirements under the Maharashtra Ownership Flats (Second Amendment) Act, 1986 when executing the Agreement with the Flat /Unit Holders of the building/s to be constructed on the said property. In order to enable the Assignees to develop the said property in such a manner as they may in their absolute discretion deem fit, it is mutually agreed by the Parties hereto that on execution of these presents the Assignor shall cause the owners of the said property to simultaneously execute a General Power of Attorney in favour of the nominees of the Assignees containing all such powers and authorities as may be required for the development, construction and sale of the constructed premises on the said property and implementation of scheme thereon and in general for the completion of the entire project thereon as herein contemplated. All the powers and authorities of the said Power of Attorney shall be exercised by the Assignees as per this agreement at their own costs, risks, and responsibilities and The Assignor shall not be responsible or liable for the same. The stamp duty payable on these presents as well as all the documents to be executed subsequently including Power of Attorney, shall be paid and borne by the Assignor and The Assignee shall not be made liable to incur any expenses of whatsoever nature on such documents.

All the actual and future benefits in respect of the said property shall be enjoyed by the Assignees alone, and The Assignor shall not be entitled

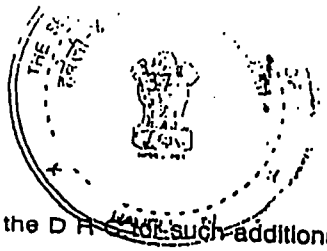
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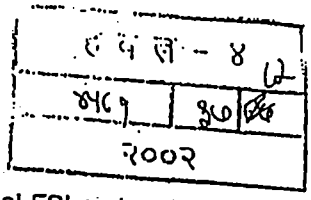
to claim any share therein. The Assignees shall be entitled to procure additional F. S. I. for construction on the said property particularly over the area of the plot in respect of which the consideration is paid to the Assignor by way of TDR. Correspondingly the Assignees shall be entitled to consume any F.S.I. arising from the said property on any other immoveable property or to alienate for consideration the same without being accountable to make any payment for the same to the Assignor

e) The Assignees shall be entitled to surrender any portion out of the said property if required by Pune Municipal Corporation and/or any other local body or authority for any purpose of road widening or for the purposes of any new proposed D.P. Road or any other purpose and shall be entitled to receive the compensation or TDR / FSI / Additional FSI in lieu thereof from the concerned authority. The Assignor shall not claim any right on such compensation or TDR / FSI / Additional FSI or any amount received by the Assignees. The Assignees shall also be entitled to get the F.S.I. increased in lieu of such compensation. However the Assignee shall pay the consideration at the agreed rate of Rs.211/- per sq.fts. of saleable built - up area which will be available for construction and sale as a result thereof. Provided the Assignor obtains the necessary DRC in respect of the Additional FSI / TDR at the cost of the Assignor and makes the same available, grant to the Assignee for its exploitement. The Assignee shall be entitled to sell the additional F.S.I. and/or TDR received as above, in part or full, to any Third Party and shall derive the proceeds arising out of it for themselves as the Assignee may deem fit and proper.

f) The Assignees shall be entitled to and shall have absolute authority to avail / obtain and/or acquire T. D. R. of any other property/ properties at the cost and expenses of the Assignor as aforesaid and in such event the Assignees shall be entitled to and shall have every right and authority to transfer and use such T.D.R. on the said property However the Assignor shall pay the consideration at the agreed rate of Rs.211/- per sq.fts. of saleable builtup area which will be available for construction and sale as a result thereof. In case if the Hon'ble Supreme Court of India permits/ allows/ decides to allow 0.8 TDR then in such case the Assignor at its / his

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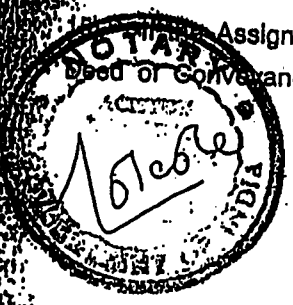
own cost shall procure the D R for such additional FSI and make them available to the Assignee and thereupon the Assignee shall pay the abovementioned consideration for such additional FSI at the rate of Rs. 211/- per sq.fts. of saleable built - up area.

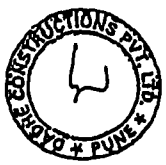
12) The Assignor hereby gives their irrevocable consent and shall have no objection if the Assignees assign, transfer the rights and all the benefits obtained by the Assignees in pursuance of these presents unto and in favour of any third Party upon the terms and conditions and for the consideration as may be deemed fit by the Assignees without any reference or recourse to the Assignor.

13) The Assignor shall give to the Assignees, their nominees, agents / Power of Attorney Holders, their entire co-operation as and when required for the completion of the development work on the said property. The Assignor shall unconditionally give signatures on various papers, plans, application etc. and give consent, written statements and shall present themselves in person before various Authorities if so required by the Assignees, without demanding any additional consideration for the same.

14) A Co-operative Housing Society/s or Association/s of Apartment or Condominium/s or Limited Company/s or any other common organization/s of the Purchasers/s of premises in building/s constructed on the said property, shall be formed as per the discretion of the Assignees and the Assignor shall unconditionally cause the owner to sign the One or more Conveyance or any other documents in respect of the proportionate areas of the land and building/s proposed to be constructed by the Assignee in favour of either one or more Co-operative Housing Society/s or Association/s of Apartment or Condominium/s or Limited Company/s or any other common organization/s of the Purchasers/s of premises in building/s constructed on the said property as and when required by the Assignees.

15) If the Assignor neglects to cause the owner to execute the Final Deed of Conveyance in favour of Assignees or their nominees or the





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Society / Apartment / Condominium / Limited Company or any Common Organisation or nominees of the Purchasers of Flat tenements/Shops etc in the buildings constructed on the said property, as may be required by the Assignees, or commit any breach or default or non-performance of obligations under the terms hereof, the Assignees shall be entitled to have the terms and conditions specifically performed through the court of law and also recover all costs, damages and expenses etc. in addition to the relief of Specific Performance.

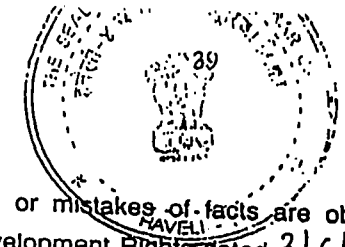
16) The Assignor has paid and discharged all dues, charges, taxes, ground rents, assessments etc. and all the outgoings in relation to the said property till the date of execution of these presents. If any arrears of any such charges, taxes, ground rents, assessments, etc. in respect of the said property till the execution of these presents are found unpaid then the same shall be paid by the Owner. The Assignee shall pay such the outgoings in respect of the said property after taking possession of the same whether whole or in part.

17) The Assignees shall be entitled to and/or shall have all the rights and authority to mortgage the said property and/or any part thereof as the case may be to any bank/s and/or any financial institute/s for and against the loans required for the purposes of raising the funds for the development of the said property. However, The Assignor shall not be liable and/or responsible for repayment any such loan and it shall be the sole responsibility of the Assignees to repay such loan at their own cost and expenses.

18) In case of the party / parties or signatories to ~~the~~ this Deed of Assignment of Development Rights dated 31/June/2002 or to the General Power of Attorney (executed in furtherance hereof) expire, the Agreement and the Power of Attorney shall remain binding upon all the heirs/successors of the parties hereto and shall remain in full force and effect under any circumstances between the heirs / successors of the Assignor and the heirs or succeessors in business of the Assignees.

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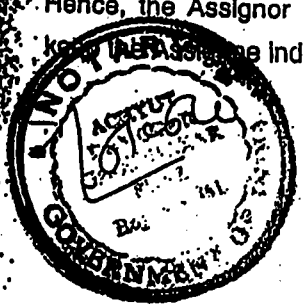
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19) If any flaws or mistakes of facts are observed in the Deed Of Assignment of Development Rights dated 31/6/2002, of whatsoever nature, description of the said property, and the contents of Sale Deed / Deed of Apartment Deed to be executed, the same shall be rectified by executing Deed of Rectification by the parties or through the Constitute Attorney of the Assignor without taking any additional consideration whatsoever, and all the expenses for the same shall be paid and borne by the Assignees alone.

20) In case, the FSI of the said property is increased or reduced or if TDR utilisation is increased or reduced, the final calculation of and adjustment of consideration between the Assignor and the Assignee shall be made at the rate of Rs. 211/- per sq.ft. of saleable FSI and accordingly, the consideration shall be increased or reduced. If however, any excess payment is made or required to be made by the Assignee then the Assignee shall be entitled to adjust the same towards potential right of getting extra 0.4 % TDR as may be declared by the Supreme Court or the Assignee shall be entitled to ask for refund of the same from the Assignor. And if such amount is not refunded by the Assignor then the same will be deemed to have received by the Directors of the Assignor in their personal capacity against the cost of the personal property of the Directors of the Assignor. i.e. property bearing F.P. No. 438 / 1 Shivajinagar which the Directors of the Assignor has already agreed to sell to the Assignee in the personal capacity.

21) The Assignor has hereby expressly conferred the rights unto the Assignee of seeking / filing Specific Performance suit against the Assignor in case of failure / non observance on the part of the Assignor in fulfilling the terms and conditions stipulated hereto.

22) The Assignor shall be responsible for any claim, objection or obstruction by anybody / any third party including the land owners. Hence, the Assignor at his own cost and expenses save harmless and keep the Assignee indemnified therefrom.





23) It is specifically agreed and understood that the Assignor at his own cost and expenses shall make available and or procure TDR for utilisation in the said property described in Schedule - B and C. This condition is applicable for initial 0.4 TDR as well as additional 0.4 TDR (total 0.8 TDR) and / or any further relaxation of utilisation of TDR. In case the Assignor fails, avoids and/or neglects to procure such TDR as aforesaid at his own cost, then the Assignee shall be entitled to procure and utilise TDR from the their own efforts and costs and in that case the Assignor shall be liable to reimburse the costs and expenses of the Assignee in procuring such TDR. If the Assignor fails to do so, the Assignee shall be entitled to recover the same from the Assignor with costs interest and expenses or at Assignee's option, the same may be adjusted :-

a) from the additional consideration payable in respect of such additional TDR utilisation by the Assignee to the Assignor @ Rs. 211/- per sq.ft. of saleable FSI and / or.

b) from the consideration payable in respect of personal property of the Director of the Assignor i.e. F.P. No. 438/1 Shivajinagar, Pune.

STAMP DUTY CALCULATION

This present document is in respect of Development Rights of area of land admeasuring approx. 15000 sq.mtrs. with the FSI of 17071 sq.mtrs. in respect of thereof as described in Schedule - C which is part of land and development rights described in Schedule - B in pursuance of the M.O.U. dated 02/07/2001. The Assignor and Assignee have obtained 37-I clearance under Income Tax Act from Appropriate Authority for the total apparent consideration under M.O.U. dated 02/07/2001. This agreement relates to portion of the subject matter of the M.O.U. dated 02/07/2001 for consideration of Rs. 6,51,99,000/- (Rupees Six Crores Fifty One Lacs Ninety Nine Thousand only). The market value as per the ready rekoner chart comes to Rs. 5,37,00,000/- (Rupees Five Crores Thirty Seven Lacs only) Workout @ Rs. 3580/- per sq.mtrs.(15000 sq.mtrs. x 3580). The consideration under these presents being more than the ready rekoner

value, stamp duty is paid on the larger valuation of Rs. 6,51,99,000/- (Rupees Six Crores Fifty One Lacs Ninety Nine Thousand only) as applicable for development agreement @ Rs. 5/- for every 500 or part thereof under articles 5 (g-a) of Schedule - I of the Bombay Stamp Act 1958. The stamp duty of Rs. 6,52,000/- (Rupees Six Lacs Fifty Two Thousand only) is paid herewith.

SCHEDULE - A

All that piece and parcels of the lands bearing Survey Numbers 59/2/1 admeasuring 981 sq.mtrs., S.No. 59/2/2 to 6 admeasuring 6300 sq.mtrs., S.No. 61/2/2 to 6 admeasuring 17250 sq.mtrs., S.No. 61/3A/2 to 6 admeasuring 26481.80 sq.mtrs., and having CTS. Nos. 1799, 1800, 1801, 1802 and CTS No. 1888 situated at Village Kothrud, Pune, within the limits of Pune Municipal Corporation, and within the Registration District Pune, Sub-Registration District, Taluka - Haveli owned by the above named Korde & Mutha Family.

SCHEDULE - B

From the piece and parcels of the portion of the property situated at Village Kothrud, Pune, within the limits of Pune Municipal Corporation, and within the Registration District Pune, Sub-Registration District, Taluka - Haveli admeasuring an area of 32318 sq.mtrs. or thereabouts as per the sanctioned layout plan of Pune Municipal Corporation vide No. DPO/41-42/III/63 dtd. 30/01/2001 out of which an area admeasuring 21598 sq.mtrs. after deducting the area under D.P. Road admeasuring 10720 sq.mtrs., physically remains for development together with the available FSI in respect thereof and in particular the rights to develop, construct and sale; howsoever exploit maximum saleable FSI / built-up area alongwith the rights of additional FSI/TDR as and when permitted by the P.M.C. in respect of the said property together with rights to obtain additional FSI of

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hill top, hill slope portion, open space, internal roads balance residual FSI from portion of 26481 sq.mtrs. of Shantiban Co-op. Hsg. Society together with the right of way and permanent access to the hill top, hill slope portion through the portion of the said society.

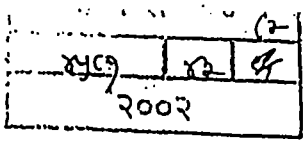
Schedule - C

Out of the land described in Schedule - B, the net physical area admeasuring 15000 sq.mtrs. approximately from the Schedule - B property is available presently for commencement of development work of the Assignee over which presently FSI of about 17052 sq.mtrs. would be available for construction, which may be increased by utilisation of residual FSI of the entire land in Schedule - A as well as any permissible additional FSI / TDR etc. which is hereunder assigned and transferred to the Assignee and the same is the subject matter of these presents AND TOGETHER WITH the rights to obtain the additional FSI of hill top hill slope portion, internal road, open space, balance residual FSI from the portion of 26481 sq.mtrs. of the Shantiban Co-operative Hsg. Society and with the right of way / permanent access to the hill top - hill slope portion through the said society. SAVE AND EXCEPT a) THE FSI OF 4085 SQ.MTRS. FOR THE PROPOSED BUILDINGS I AND J (RESERVED FOR M/S. BHUSHAN KULKARNI & ASSOCIATES PVT.LTD, as per High Court order, but without prejudice to claims and contentions of Assignor and Assignee). b) THE SALEABLE FSI OF 3344.44 SQ.MTRS. OF THE PROPOSED BUILDING D (RESERVED FOR M/S. OMKAR PROPERTIES PVT. LTD.) c) SALEABLE FSI OF 2601.26 SQ.MTRS. OF THE PROPOSED BUILDING L (formerly building name "Godavari" and "Gomati" in the conceptual layout attached to the agreement of said Gholap with Assignor, RESERVED FOR T.T. GHOLAP & M/S. GHOLAP PAINTING COMPANY (GHOLAP PAINTER) but without prejudice to the claims and contentions of the Assignor and Assignee against the said persons.

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The said portions a, b and c are shown in the plan annexed hereto as Annexure - B and marked and delineated in red ink.

The said land admeasuring 32318 sq.mtrs. is divided by 30.48 sq.mtrs. North-South D.P. Road and hence the same is divided in two portions A and B which are marked on the plan annexed hereto as Annexure - B, the boundaries of which are as follows :-

Portion - A

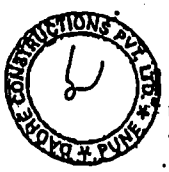
On or towards East	:	By 30.48 sq.mts. vide D.P. Road.
On or towards South	:	By 40 ft. wide Road.
On or towards West	:	By Sahajanand Society.
On or towards North	:	By Nala.

Portion - B

On or towards East	:	By Swaroop Nagari.
On or towards South	:	By 40 ft. wide Road.
On or towards West	:	By 30.48 sq.mtrs. vide D.P. Road.
On or towards North	:	By Nala.

Together with all development rights, hereditaments, privileges, right of way, easementary rights and appurtenances thereto, AND TOGETHER WITH right to consume, utilise and develop any residual balance additional FSI including TDR of this entire property and also right to consume FSI of internal road of the entire property and together with all the benefits, profits and the rights of the Assignor acquired by them by virtue of various agreements executed by the owners of the land in their favour and the agreements of third party claimants executed in their favour.

Any ommission / mistake or error in the description of the property and / or any misdescription / incorrect description of the property will not invalidate these presents as well as the MOU dated 02/07/2001 and the same shall be binding on the Assignor. In case due to inadvertent mistake oversight or otherwise any agreement with any land owner will not mention or refer



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ANNEXURE : A

SR.NO.	NAME OF THE OWNERS/AVELI - N	DATE OF AGREEMENT / POA
1	SMT. SHANTABAI MAHADEO KORDE	12-01-1998
2	SMT. JAYWANTABAI MAHADEO KORDE	02-02-1999
3	SHRI VIVEK MAHADEO KORDE THROUGH CONSTITUTED ATTORNEY SHRI PRAKASH MAHADEO KORDE	02-02-1999
4	SHRI AJIT MAHADEO KORDE	02-02-1999
5	SHRI ASHOK MAHADEO KORDE (REGISTERED AT SR.NO. 7740/99) HAVELI IV	07-12-1999
6	SHRI PRAKASH MAHADEO KORDE	19-03-1998
7	MRS. CHHAYA GOPAN CHAUDHARI	05-11-1998
8	MRS. URMILA VIJAY HEMGUDE	05-11-1998
9	MRS. PUSHPA TANAJI KHAIRNAR	05-11-1998
10	SHRI VIVEKANAND MAHADEO KORDE	09-10-2001
11	MRS. ICHRAJBAI CHANDMAL MUTHA	28-12-1995
12	SHRI JAIKUMAR CHANDMAL MUTHA	28-12-1995
13	SHRI SATISH CHANDMAL MUTHA	28-12-1995
14	SHRI RAJENDRA CHANDMAL MUTHA	28-12-1995
15	MRS. DEVANAND SURENDRA MUTHA	20-12-1995
16	MRS. NANDINI RAJENDRA MUTHA	28-12-1995
17	SHRI MANIKCHAND DAGDURAM MUTHA	28-12-1995
18	MRS. GOPIBAI MANIKCHAND MUTHA	28-12-1995
19	SHRI MOTILAL MANIKCHAND MUTHA	28-12-1995
20	SHRI MAHENDRA MANIKCHAND MUTHA	20-12-1995
21	SHRI AJIT MANIKCHAND MUTHA	28-12-1995
22	SHRI VASANTLAL DAGDURAM MUTHA	20-12-1995
23	MRS. KUSUMBAI VASANTLAL MUTHA	28-12-1995
24	MRS. INDUBAI KANTILAL MUTHA	28-12-1995
25	SHRI VINOD KANTILAL MUTHA	28-12-1995
26	SHRI SUNIL KANTILAL MUTHA	28-12-1995
27	SHRI AJIT KANTILAL MUTHA	28-12-1995
28	MRS. MANGALA SUDHIR JHALORI	28-12-1995
29	SHRI RAMANLAL BABULAL MUTHA	28-12-1995
30	SHRI NARENDRA BABULAL MUTHA	28-12-1995
31	SHRI SUBHASH BABULAL MUTHA	28-12-1995
32	SHRI PRAKASH BABULAL MUTHA	28-12-1995
33	MRS. PUSHPA SUMATILAL KATARIA	28-12-1995
34	SHAMABAI RAMESHLAL GANDHI	28-12-1995

GODREJ CONSTRUCTIONS PVT. LTD. * PUNE *

POWER OF ATTORNEY'S		
SR.NO.	NAME OF THE OWNERS	DATE OF P.O.A.
1	SMT. SHANTABAI MAHADEO KORDE	22-12-1995
2	SMT. JAYWANTABAI MAHADEO KORDE	22-12-1995
3	SHRI VIVEK MAHADEO KORDE THROUGH CONSTITUTED ATTORNEY SHRI PRAKASH MAHADEO KORDE	22-12-1995
4	SHRI AJIT MAHADEO KORDE SHRI ASHOK MAHADEO KORDE	22-12-1995
5	(REGISTERED AT SR.NO. 7740/99) HAVELI IV	22-12-1995
6	SHRI PRAKASH MAHADEO KORDE	22-12-1995
7	MRS. CHHAYA SOPAN CHAUDHARI	22-12-1995
8	MRS. URMILA VIJAY HEMGUDE	22-12-1995
9	MRS. PUSHPA TANAJI KHAIRNAR	22-12-1995

NOTE :- ALL THE ABOVE AGREEMENTS AND POWER OF ATTORNEY'S ARE EXECUTED BETWEEN M/S. DADHE CONSTRUCTION PVT. LTD. / SHRI VIJAY NARAYAN DADHE I.E. THE ASSIGNOR HEREIN.

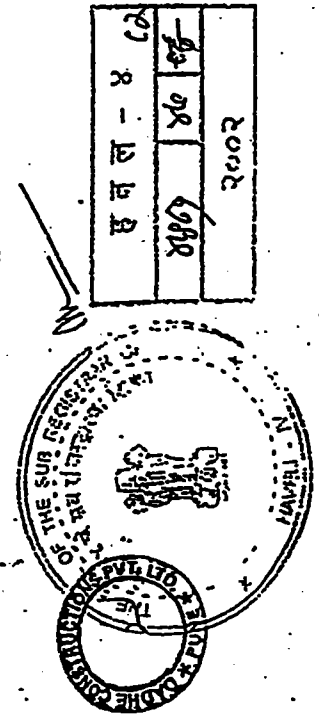
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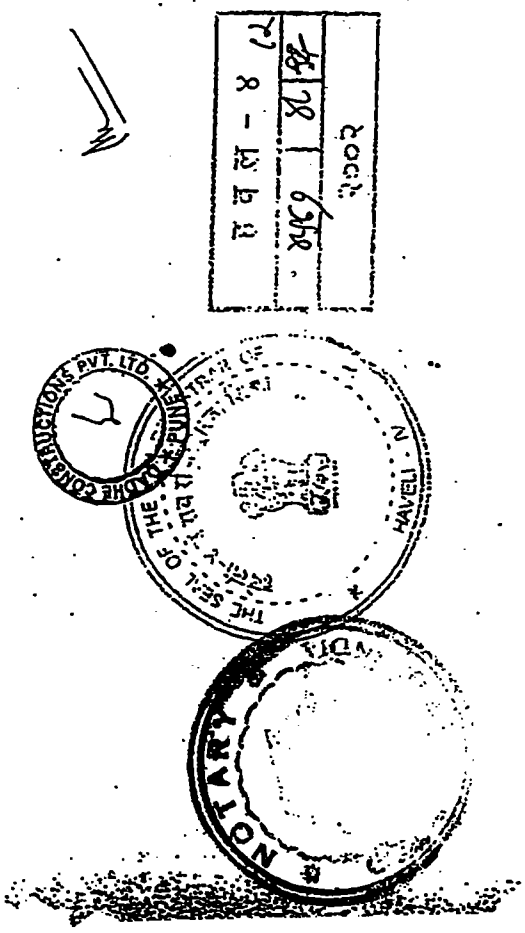
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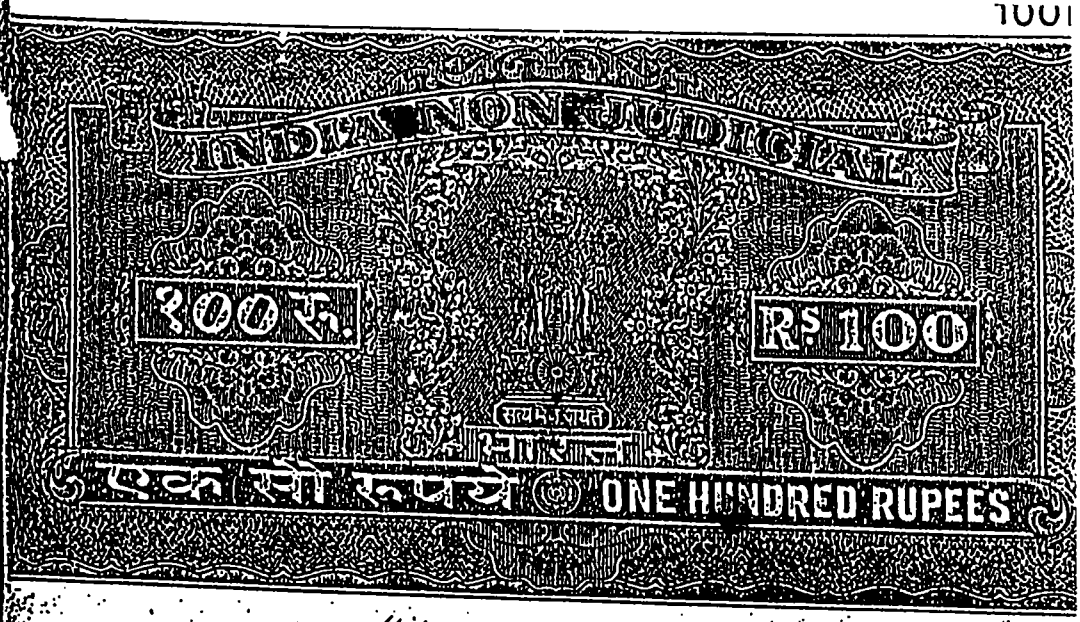
DETAILS OF DEED OF CONFIRMATION / REGISTERED P.O.A. EXECUTED BY OWNERS TO THE ASSIGNOR / ASSIGNEE			
SR.NO.	DEED OF CONFIRMATION / REGD. P.O.A.	REGISTRATION NO.	REGISTRATION DATE
1	MRS. CHHAYA SOPAN CHAUDHARI	9712/2001	20-08-2001
2	SHRI VIVEKANAND MAHADEO KORDE	1721/2002	01-04-2002
3	MRS. PUSHPA TANAJI KHAIRNAR	4172/2002	20-05-2002
4	SHRI ASHOK MAHADEO KORDE	7740/99	07-12-1999



ANNEXURE - C

1	KORDE'S AND MUTHA'S TO M/S. A.V. BHAT & COMPANY
2	SHRI PRAKASH KORDE & OTHERS TO M/S. SUKHWANI ASSOCIATES
3	SHRI PRAKASH KORDE & OTHERS TO PUNJABI FAMILY
4	M/S. D.C.P.L. TO SHARDA CONSTRUCTION & INVESTMENT COMPANY.
5	M/S. D.C.P.L. TO BHUSHAN KULKARNI & ASSOCIATES PVT. LTD.
6	M/S. D.C.P.L. TO M/S. KHER & ASSOCIATES
7	M/S. D.C.P.L. TO OMKAR PROPERTIES PVT. LTD.
8	M/S. D.C.P.L. TO GHOLAP PAINTING COMPANY / T.T. GHOLAP





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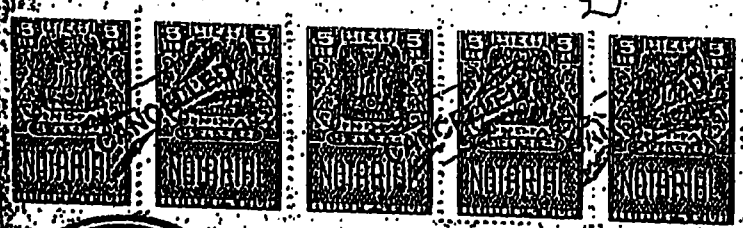
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REGD. No. 794
GOVT. OF MAHARASHTRA

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING Is made and executed at Pune on this 2nd day of July, 2001.



NOTARY

BETWEEN

M/S DADHE CONSTRUCTIONS PVT. LTD., a private limited company, registered under the Indian Companies Act, 1956, having its registered office at 156/1, Anandghan, Opp. ITI, Aundh, Pune-411 007, through its authorized Director Shri Vijay Narayan Dadhe, Age Adult, Occupation Business, Hereinafter referred to or called as **"THE ASSIGNOR"** (which expression shall unless repugnant to the context or meaning thereof mean and include it's successors and assigns).. PARTY OF THE FIRST PART.

AND

M/S VIRAJ PROPERTIES, a partnership firm, registered under the Indian Partnership Act, 1932, having its office at 783, Bhavani Peth, Opp. Nishat Talkies, Pune-411 002, through its authorized partners (1) Shri Aditya Jayant Dadhe, Adult, Occupation Business, residing at 22, Mukundnagar, Vijay Apartments, Pune-411 037, and (2) Shri Rajas Vimalkumar Jain, Adult, Occupation Business, residing at Napier Road, Camp, Pune-411 001, Hereinafter referred to or called as **"THE ASSIGNEE"**, (which expression unless repugnant to the context or meaning thereof shall mean and include the said partnership firm, its partners for the time being and the person/s who may be admitted in future from time to time, but shall not include the person/s who ceases to be the partner of

the said firm and successors and assigns of the said firm).. ---- PARTY OF THE SECOND PART.

WHEREAS

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(A) All that piece and parcel of land bearing Survey No. 59/2, CTS No. 1802, Survey No. 60/2, CTS No. 1801, Survey No. 61/2-A, 2 + 3 + 4 + 5 + 6, bearing CTS No. 1799 & 1800, totally admeasuring 32318 sq.mtrs. i.e. 347,870 sq.ft. Village Kothrud, Taluka Haveli, District Pune, and more particularly described in the Schedule written hereunder, (hereinafter referred to or called as "THE SAID PROPERTY") belonged to Shri Mahadeo Kondiba Korde / Mrs Shantabai Mahadeo Korde as well as Shri Babulal Dagadulal Mutha and other members of Mutha family.

(B) The said Korde's and Mutha family each have ½ undivided right, title and interest and share in the said property.

(C) The said Shri Mahadeo Kondiba Korde expired on 27th July 1987 leaving behind him his two widows namely Smt. Shantabai and Smt Jaywantabai and four sons namely Shri Ashok , Shri Prakash, Shri Ajit and Shri Vivekanand and three daughters Kumudini Vijay Hemgude, Jayashree Dilip Nanekar and Chhaya Mahadeo Korde (now Mrs Chhaya Sopan Chaudhary).

(D) One of the widows Smt. Shantabai died intestate on 3/6/1998, leaving behind Shri Prakash as her real son. The other sons and daughters of Mahadeo Kondiba Korde are her step sons and step daughters.

(E) The members of the said Mutha Family & Korde family have entered into diverse separate agreements of sale/development with the Assignor herein, the details whereof are given in the Annexure-A annexed hereto (hereinafter referred to as "the said development agreements") thereby entrusting sole and exclusive rights to develop the property referred hereinabove, and execute ownership flat scheme thereof or otherwise prepare building layout or plot layout thereof and get the same sanctioned or dispose off the same.

(F) The said properties were acquired by Pune Municipal Corporation and Western Maharashtra Development Corporation (PMC & WMDC) in the year 1984, then being surplus holding as per the provisions of Urban Land (Ceiling & Regulation) Act, 1976. Moreover, part of the said land is under hill top / hill slope zone and part is likely to be acquired for DP road.

(G) The Assignors successfully conducted and obtained final orders from the Ceiling Authorities in revision under ULC

Act thereby cancelling the allotment of surplus land in favour of the PMC and WMDC and further obtained orders of redelivery of possession from the said authorities.

(H) The Assignor approached the Pune Municipal Corporation and submitted building layout on the said land for sanction and construction of building and tenements thereon.

(I) The Pune Municipal Corporation has sanctioned the building layout vide its No. DPO-4969/III/700 dated 4.3.1998 and which is to be revised thereafter.

(J) Under the said layout initially sanctioned various buildings namely building A,B,C,D,E,F,G,H,I,J.K,L and a club house were shown and detailed FSI statement has been given.

(K) The Assignor wishes to change the said building planning and prepare a fresh building layout showing various building/s.

(L) The Assignor has entered into separate development agreements with (1) Sharda Construction & Investment Company, regarding 43000 sq.ft. saleable FSI (2) M/s Bhushan Kulkarni & Associates Pvt. Ltd., regarding 4970 sq.ft. approx. FSI of building I and J as per the

sanctioned layout by P.M.C. (3) Shri Jaideep Moreshwar Kher of M/s Kher & Associates, joint venture agreement regarding 140,000 saleable built up area (4) M/s Omkar Properties Pvt. Ltd., (Shri Sunil Dattatraya Rane) regarding 40,000 sq.ft. FSI, and (5) M/s T S Gholap & Company (Gholap Painter) regarding 28,000 sq.ft. FSI in respect of the development rights regarding the said various portions of FSI from and out of above properties, out of which portion of agreement with M/s Bhushan Kulkarni & Associates is subject matter of legal proceedings in the Court of Civil Judge, Sr. Division, Pune. (Special Civil Suit No. 1145/2000). Further, M/s A.V. Bhat & Company are claiming development rights in respect of the said property through an alleged Visar Pavati / Agreement executed by the land owners Kordes and settlement with M/s AV Bhatt has taken place by a separate agreement.

(M) In the mean time it transpired that Late Shri Mahadeo Kondiba Korde had executed a registered will dated 7th Dec 1984 which is registered at the office of the Sr Registrar Haveli no I at serial no 9844/ 1984 in the book no III. As per the said will the said Shri Mahadeo Kondiba Korde had bequeathed the said property at Kothrud and other properties belonging to him in the will to Shri Vivek Mahadeo Korde absolutely.

(N) Shri Vivek Mahadeo Korde was residing in U.S.A. and after the discovery of the said will in his favour, he has filed a Special Civil Suit no, 786/ 1999, against other members of Korde family claiming to be the sole and absolute owner of the properties belonging to Late Mahadeo Kondiba Korde which is inclusive of property situate at Kothrud.

(O) The Assignor has entered into agreement dated 5/3/1999 in respect of the share of the said Shri Vivek Mahadeo Korde through his constituted Attorney Shri Prakash Mahadeo Korde.

(P) The Assignor thought it fit to entrust the development rights of the said entire land under the said development agreement with the said owners namely Mutha Family and Korde Family to one single developer by settling the claims of all the earlier developers/ claimants as mentioned herein above.

(Q) The Assignee approached the Assignor and offered to acquire the right, title and interest of the Assignor as well as the development rights in respect of the entire FSI of the said property bearing Survey No. 59/2/1, 59/2/2 to 6 (CTS No. 1802) Survey No. 60/2/1, Survey No. 60/2/6 (CTS No. 1801), Survey No. 61/2A / 2 to 6 (CTS No. 1800) and Survey No. 61/3A/ 2 to 6 (CTS No. 1799)

admeasuring about 0 Hectare 73 R, 0 H 78 R, 1 H 82.R, and 2 H 74 R respectively, totally admeasuring 32318 sq.mtrs. situated at Revenue Village Kothrud, Taluka Haveli, District Pune, within the limits of the Pune Municipal Corporation (more particularly described in the Schedule written hereunder and Herein after referred to as THE SAID PROPERTY)

(R) After due negotiations between the parties, it is agreed between the Assignor and Assignee that the Assignee shall give total consideration of Rs. 13,00,00,000/- (Rupees thirteen crores only) to the Assignor, towards consideration in respect of full entire, absolute development rights of the said property and assignment and transfer all and whatsoever right, title and interest of the ASSIGNOR and the said Owners in favour of the ASSIGNEE.

(S) The parties have agreed that the said consideration is partly payable in the form of monetary consideration of Rs. 4,00,00,000/- (Rupees four crores only) and partly in the form of consideration in kind comprising of saleable built up area of 90,000 sq.ft. from the building/s to be constructed on the said property, which is separately valued at Rs. 9,00,00,000/- (Rupees nine crores only).

(T) The parties hereto have decided to record the terms and conditions of their Memorandum of Understanding in the following manner.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1) Subject to 37-I Clearance under the Income Tax Act, the Assignor agrees to assign and transfer all the entire rights, benefits, obligations under and by virtue of the said Agreements, the details whereof are given in the Annexure-A hereto, regarding the said properties, more particularly described in the Schedule written hereunder, with the said owners namely Korde Family and Mutha Family UNTO AND IN FAVOUR OF the Assignee together with all the development rights thereof for the total consideration valued at Rs.13,00,00,000/-, (Rupees thirteen crores only) payable by the Assignee partly monetarily(Rs. 4,00,00,000/= rupees four crore only) and partly in kind in the form of saleable built up area of 90,000 sq.ft in the proposed construction of the building in the said property, which is valued at Rs 9,00,00,000/= (Rupees nine crores only)

The consideration in kind is as follows :

The salable built up area of 90,000 sq.ft. shall include actual built up area including balconies , staircase and terraces and proportionate common area, whereby proportion of carpet to built up area should not exceed 25%. The said saleable area of 90,000 sq ft shall be constructed by the Assignee and given to the Assignor within 36 months from the date of sanction of building plans from P.M.C. by obtaining necessary permissions/ certificate from PMC. In addition to the said built up area, the Assignee shall allot and give proportionate parking of the entire sanctioned plan of the proposed building for the benefit and exclusive use of Assignors. The estimated cost of such saleable built up area is worked out to Rs.9,00,00,000/- (Rupees nine crores only), computed at the rate of Rs. 1,000/- per sq.ft. of saleable built up area. The consideration in kind mentioned in clause 2 hereinabove agreed to be given by the assignee to the assignor i.e a saleable built-up area of 90000 sq.ft is calculated assuming that the permissible T.D.R. shall be 08. .However if the permissible TDR is less than 0.8 ,the assignor shall be entitled to reduce the consideration in kind to be given to the assignee i.e a saleable built up area of 90000 sq.ft in proportion of entire consideration.

3. Consideration in monetary terms

Rs. 4,00,00,000/- (Rupees four crores only) to be paid by the Assignee to the Assignor as follows :

a) Rs. 15,00,000/- (Rupees fifteen lacs only) Paid by the Assignee to the Assignor by Pay order No. 000189 dated 28.6.2001 of The Vishweshwar Sahakari Bank Ltd., Market Yard Branch, Gultekadi, Pune, before the execution of this agreement, as earnest money. (The receipt whereof the Assignor doth hereby admit and acknowledge.)

b) Rs 31,00,000/- (Rupees thirty one lacs only) paid by Assignee to the Assignor by cheque No. 069323 dated 2/7/2001 drawn on Vishweshwar Co-operative Bank Ltd., Market Yard Branch, Pune, at the time of execution of this MOU. (The receipt whereof the Assignor doth hereby admit and acknowledge.)

c) Rs. 34,00,000/- (Rupees thirty four lacs only) to be paid by Assignee to the Assignor within 30 days from the receipt of 37 I clearance and against execution and registration of Development Agreement with vacant possession to be delivered to the Assignee for development.

c) Rs. 3,20,00,000/- (Rupees three crores and twenty lacs only) is to be paid in instalments to the Assignors as may be required for settling the claims of various persons as referred in clause (J) above and for charges payable to

PMC, Development charges, TDR expenses, and allied incidental charges.

Total : Rs. 4,00,00,000/- (Rupees four crores only)

It is agreed that from and out of payment of monetary consideration, certain amount is estimated to be paid to owners of the said property towards the balance payment and settlement of their claim. In addition, the Assignor at his own cost and responsibility settle, satisfy and/or remove claims of various developers and parties/ claimants referred to herein above by payment of compensation and/or by allotment of built up area from the Assignor's consideration herein contained.

Hence, it is specifically agreed by the parties that adherence to the payment schedules as stated above and time limit of construction is essence of this agreement, to enable the Assignor to settle the claims of the said persons. In the event of delay in payment of any of the instalment, the Assignor without prejudice to any of it's other legal right shall be entitled to recover overdue payment by charging interest @ 18% per annum and to claim liquidated damages of Rs. 2,50,000/- (Rupees two lacs fifty thousand only) towards delay if any, in completion of construction within agreed time, PROVIDED the Assignor have fulfilled and ready and willing to perform his part of the agreement and title of

the said property is clear, marketable and free from claims and objections of anybody.

4) The Assignee shall be entitled to use, utilize and consume D.P. road FSI and/or any residual/ additional FSI from the said property and /or any T.D.R. or FSI from DRC certificate of any other property in the said project. All expenses of T.D.R./ are solely to be borne and incurred by the Assignor. The Assignor shall also pay, bear and suffer the expenses of payment of development charges to the Pune Municipal Corporation, Architectural expenses, expenses of getting the plans sanctioned from PMC and conversion charges of converting portion of Industrial zone in the said property into residential zone. All the other expenses such as R.C.C Consultant or any other Consultant, Agent appointed for the project, including the wages of the labour, employees etc. are to be borne and incurred by the Assignee.

5) The Plans of the proposed development and construction are to be finalized in consultation with the Assignor. The Assignee shall be entitled to make any change / revision / alteration in the plans without the written consent of the Assignor, in respect of built up area to be sold by Assignee to the prospective buyers. The Assignor and Assignee shall mutually decide the choice regarding the 90,000 Sq.Ft. saleable built up area to be given to the assignor, within 1

(One) month from the sanction of the building plans by PMC. It is agreed that out of the said 90,000 sq.ft. saleable built up area, proportionate commercial premises (shopping and offices) will be allotted to the Assignor. The name of the project, the club house and swimming pool and facilities and nature and exert of other common areas and facilities/ restricted areas and facilities shall be mutually decided by the Assignor and the Assignees. Similarly the form and name of the common organization i.e. society or apartment association shall be decided by the Assignor and Assignee by mutual consultation.

6) The parties shall submit the necessary 37-I Form to the appropriate authority under the Income Tax Act. All expenses and costs of pursuing 37I proceedings and obtaining 37 I clearance shall be borne and incurred by the Assignee. The performance under this M.O.U. is subject to the said clearance under the Income Tax Act.

7) The Assignor agrees to execute and / or cause the owners of the property to execute the necessary conveyance deeds and apartment deeds / transfer documents in favour of the Assignee or its nominees after receipt of full consideration under this Agreement including the salable built up area to be given to the Assignor. It shall be the sole responsibility of the Assignor to procure and obtain at it's own costs all the

required consents and signatures of land owner's of the said property and to get executed and registered proper deeds and documents conveying and transferring absolute, clean, clear marketable title on the said property free from all encumbrances in favour of the nominees of the Assignee.

8) The Assignor undertakes to make out clear marketable title to the said property free from all claims, charges and encumbrances. As mentioned above, various developers/ claimants and third parties have their respective claim on the portion of the said property by virtue of their respective agreements. The Assignor at his own cost and expenses agrees and undertakes to settle and/or remove or satisfy their claim and keep the Assignee harmless and indemnified therefrom. Initially, three month's period from 37-I clearance is allowed for assignor to settle the claims of the above said persons. Thereafter, the assignee shall have option to negotiate with the said persons and claimants and enter into any settlement/arrangement/compromise with them on such terms and conditions as the Assignee may deem fit and proper. In any such case, consideration of the saleable built up area will be calculated at the rate of Rs. 1000/- per sq.ft. and accordingly, saleable built up area of 90,000 sq. ft. to be given to the Assignor will be proportionately reduced and / or if monetary consideration is paid by the Assignee to such third parties for settlement of

their claim, then the same shall be deducted form the monetary consideration payable to the Assignor. If there is any charge, encumbrance, claim or objection of anybody with regard to the transfer and development of the said property, the same shall be removed and cleared by the Assignor at its own costs. The Assignor agrees to supply all the necessary information, papers to enable Assignees to obtain and secure clean, clear and marketable title certificate from its Advocate for the purpose of Maharashtra Ownership Flats Act, for the prospective buyers, purchasers of flat etc.

9) If the marketable title is not made out by the Assignors, then the Assignee shall have option (a) to claim refund of the monetary consideration received by Assignor till date and get compensation/ damages/ entire loss from the Assignor or (b) the Assignee shall have all the rights and authorities to settle any claim, objection, litigation, of any person or remove the clog/ defect in the marketable title , if any, by paying any consideration to such claimant/ person. In any such case the Assignee shall have all the rights and authority to execute any composition deed / settlement deed with such third party. Any amount / consideration if required to be paid by the Assignee to such third party, shall be deducted from the amount/ consideration payable to the Assignor.

10) All costs of registration, Stamp duty etc. of this Agreement are to be borne and incurred by the Assignee. All costs of stamp duty registration of the built area to be given to the assignor shall be borne and incurred by the Assignor.

11) The Assignor and Shri Vijay Narayan Dadhe as Constituted Attorney of the land owers, do and each of them doth hereby agree to entrust the sole, absolute and exclusive rights of the development of the said property unto and in favour of the assignee, without reserving or retaining any rights in to or upon the said property. The assignors shall not have any other right or claim in to and upon the said property, save and except the consideration as provided hereunder. The Assignee shall have exclusive right to develop the said property and shall be entitled to construct ownership flats, tenements, offices, shops, therein by consuming and utilising full FSI and TDR including any additional FSI of the said property and development rights in respect thereof. The Assignee shall be entitled to enter into booking agreement with the intending flat purchasers / tenements / units in the proposed building on such terms and for such considerations as the Assignee in its absolute discretion may think fit and proper. The Assignee shall be entitled to incorporate one or more co-operative societies or association of apartment owners of the flats/units purchasers in accordance with the relevant provisions of law. The Assignor agrees and undertakes to cause the said

owners to convey and transfer the said property unto and in favour of the said common organization of flat purchasers or individual flat purchasers, as the case may be. The assignee at its option and shall be entitled to get one or more transfer deed or conveyance deed of the said property in their name or in the name of their nominee/s and/or assignees in its present condition or with development therein if any.

11) The Assignee is entitled to assign or transfer all or any of the rights accrued by virtue of this Agreement as also any other rights accrued by virtue of any separate rank / license / power of attorney / supplementary agreement / deed of confirmation pursuant hereto executed by the Assignors and/or by the said Owners in favour of any other transferee / nominee or assignee. In any such case, consent or signature of Assignor for such further assignment by the Assignee in favour of any third party shall not be required. The Assignor shall not claim any more or additional consideration, other than what is mentioned in this agreement.

12) The specifications of the built up area to be constructed for Assignor and amenities to be provided are attached herewith as Annexure - C

After 37-I clearance, the Assignor shall grant Irrevocable license to the Assignee to use, occupy and possess the said

property for the purpose of development and construction work as per the terms of this agreement. All costs and expenses relating to the development, construction including cost of labour, material, supervision shall be borne and incurred by the Assignee. The Assignee shall be entitled to make all necessary application for and on behalf of the land owners / Assignors with local authorities for securing water, electrical and drainage connections at the site. The Assignee shall also be entitled to use at its own cost and expenses the present development facilities on site, such as electricity, water and drainage connections and other service lines.

14) All claims whatsoever made by Suppliers of materials, equipments used in the constructions including claims for damages or otherwise, made by the Purchasers of the flats or tenements or any part of the building or for any delay in the performance of the contract or on account of any defect in construction or delay in completion of the building shall he borne and paid by the Assignee.

15) The Assignor declares that it has not received any notice of acquisition, requisition or reservation regarding the said property. The Assignor further assures the Assignee that the owners / occupiers of the adjoining properties have no [illegible]ntary rights of whatsoever nature over the said

property. The Assignor further declares that portion of holding of Mutha Family and Korde Family other than the property described in the Schedule written hereunder is developed by the Assignor and a Co-operative Society by name Shantiban Co-operative Housing Society Ltd., is formed and registered and the portion is handed over to the said Society. The Assignor expressly declares that the property described in the Schedule written hereunder namely the said property is not concerned with the said Society. The Assignor assures and represents that the said Society and/or members thereof do not have any concern or claim regarding the subject matter of these presents. The Assignor shall keep the Assignee harmless and indemnified therefrom. The Assignor further declares and confirms that the internal road FSI and/or the entire remaining FSI from the portion of the said Shantiban Co-operative Society is available to the Assignor for utilization. The said Society and/or its members do not have any right, title, interest or claim therein. The said FSI utilization shall be made available by the Assignor for the benefit of the Assignee as a part of this deal without any separate or extra consideration.

16) The Assignor shall fully satisfy the outstanding claim of the co-owners of the said property, which in fact, is mostly satisfied. The Assignor agrees and undertakes to get proper

deed of confirmation from Shri Vivek Mahadeo Korde in respect of Development Agreement of the full entire property. There is a civil suit pending interse between Members of Korde Family which is filed by Vivek Mahadev Korde against Prakash Mahadev Korde, Ajit Mahadev Korde, Ashok Mahadev Korde, Mrs. Urmila Vijay Hemgude, Mrs. Chhaya Sopan Chaudhary, Mrs. Jayashree Dilip Nanaker claiming sole proprietary and ownership rights in the said property on the basis of alleged will of Mahadev Kondiba Korde (father of Vivek and Ajit). The said suit is filed in the Court of Civil Judge, Sr. Division, Pune, bearing Spl. Suit No. 786 of 1999. The Assignor shall fully satisfy the said claims and keep the Assignee indemnified therefrom.

17) The Assignor shall execute and also cause the said owners execute an irrevocable general power of attorney in favour of the Assignee or its nominee/s conferring the rights and authorities for development, construction and other incidental acts, deeds and things in pursuance of these presents. The Assignor shall also authorise and give Power of Attorney to the Assignee or it's nominee to settle the claim of any person and / or remove the defect in title , if any in the said property in any manner, without prejudice to the primary liability of the assignor to execute and perform the said acts, deeds and things for the benefit of the Assignee

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18) The Assignor shall obtain all necessary certificates / permissions that may be required for development and/or execution of conveyance, sale deed etc. The Assignor shall execute and/or cause the said owners and/or members of their family to execute all such further deeds, documents, applications, affidavits, as may be reasonably required for enabling the assignee to implement, execute and complete the said scheme.

19) During the continuance of this agreement, the Assignor do hereby irrevocably agree and undertake not to alienate, transfer, encumber or otherwise deal with the said property or any part thereof, which may prejudicially affect the rights and authorities of the Assignees.

20) Both the parties under these presents shall have right of specific performance of this agreement against the other, in the event of failure / default / neglect in performance by the other party. In view of substantial stakes involved herein, and funds, efforts, costs and labour invested by either of the parties, such right of specific performance is expressly conferred by virtue of, or under these presents upon both the parties against each other. This is without prejudice to any other right available to either of the parties under any provision of law.

21) The Assignee shall be entitled to raise finance from Financial Institutions, Banks, HDFC, LIC by mortgaging the said property and/or by offering the same or rights under these presents by way of security / charge / co-lateral security. The Assignee alone shall be responsible for repayment of any such advance, finance, loan as the case may be.

22) The Assignor as Constituted Attorney of the said owners shall submit, sign and file all necessary plans, affidavits, applications, declarations and other documents as may be required by Assignee from time to time for developing the said property.

SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL OF LAND hereditaments, premises, bearing Survey No. 59/2/1, 59/2/2 to 6 (CTS No. 1802) Survey No. 60/2/1, Survey No. 60/2/6 (CTS No. 1801), Survey No. 61/2A / 2 to 6 (CTS No. 1800) and Survey No. 61/3A/ 2 to 6 (CTS No. 1799) admeasuring about 0 Hectare 73 R, 0 H 78 R, 1 H 82.R, and 2 H 74 R respectively, totally admeasuring 32318 sq.mtrs. situated at Revenue Village [illegible]rud, Taluka Haveli, District Pune, within the limits of the Pune Municipal Corporation, Registration District Pune Sub District Taluka Haveli, and bounded as follows :-

ON OR TOWARDS EAST : By Swaroop Nagari

ON OR TOWARDS SOUTH : By 40 ft. wide road

ON OR TOWARDS WEST : By Sahajanand co-op. Society

ON OR TOWARDS NORTH : By School and Nala

Together with all rights, easements, privileges, hereditaments, and appurtenances thereto and together with right to consume, utilise and develop any residual balance additional FSI thereon Including TDR AND TOGETHER WITH right to consume FSI of Internal Road and all and whatsoever balance FSI from the entire property.

ANNEXURE-A

Details of Agreement

Sr.No.	Name of Owner	Date of Agreement
	KORDE FAMILY	
1.	Smt.. Shantabai Mahadevo Korde	12/01/1998
2.	Smt. Jayawantibai Mahadeo Korde	2/2/1999
3.	Vivek Mahadev Korde (Through Constituted Attorney Prakash Mahadeo Korde)	5/4/1999
4.	Ajit Mahadev Korde	2/2/1999
5.	Ashok Mahadeo Korde (Registered At Sr. No. 7740/99, Sr.Haveli-IV)	7/12/1999
6.	Prakash Mahadev Korde	19/3/1999
7.	Mrs. Chhaya Sopan Chaudhary	5/11/1998
8.	Mrs. Urmila Vijay Hemgude,	5/11/1998

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9. Mrs. Pushpa Tanaji Khairnar 5/11/1998

MUTHA FAMILY

1. Mrs. Icharajbai Chandanlal Mutha 28/12/1995
2. Jaikumar Chandanlal Mutha
3. Satish Chandanlal Mutha
4. Pradip chandanlal Mutha
5. Rajendra Chandanlal Mutha
6. Mrs. Devanand Surendra Mutha
7. Mrs. Nandini Rajendra Chopda
8. Manikchand Dagduram Mutha 28/12/1995
9. Mrs. Gopibai Manikchand Mutha
10. Motilal Manikchand Mutha
11. Mahendra Manikchand Mutha
12. Ajit Manikchand Mutha
13. Vasantilal Dagduram Mutha 28/12/1995
14. Mrs. Kusumbai Vasantilal Mutha
15. Mrs. Indubai Kantilal Mutha 28/12/1995
16. Vinod Kantilal Mutha
17. Shri Sunil Kantilal Mutha
18. Ajit Kantilal Mutha
19. Mrs. Mangala Sudhir Jhalori
20. Shri Ramanlal Babulal Mutha
21. Narendra Babulal Mutha
22. Subhash Babulal Mutha
23. Prakash Babulal Mutha
24. Mrs. Pushpa Sumatilal Kataria

25. Shamabai Rameshlal Gandhi

Note :1) In case due to inadvertance ,mistake, oversight or otherwise any agreement with any land owner is not mentioned or omitted, then it is agreed and understood rights and benefits of all and whatsoever agreements are also included in this agreement

(2) In case the Assignor enters into any more / further agreement or Deed of Confirmation with any of the land owners hereafter, the rights and benefits of such other further deed and documents are also included in the agreement.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands and sealed on the day, month and year first hereinabove written.

DADHE CONSTRUCTION PVT.LTD

For DADHE CONSTRUCTIONS PRIVATE LIMITED

MANAGING DIRECTOR

(VIJAY N. DADHE)
MANAGING DIRECTOR
ASSIGNOR

BEFORE ME

HARISHCHANDRA S. NIMHAN
NOTARY, STATE MAHARASHTRA
PUNE
02-07-2001

1. ADITYA J. DADHE
2. RAJAS V. JAIN

PARTNERS VIRAJ PROPERTIES
ASSIGNEES

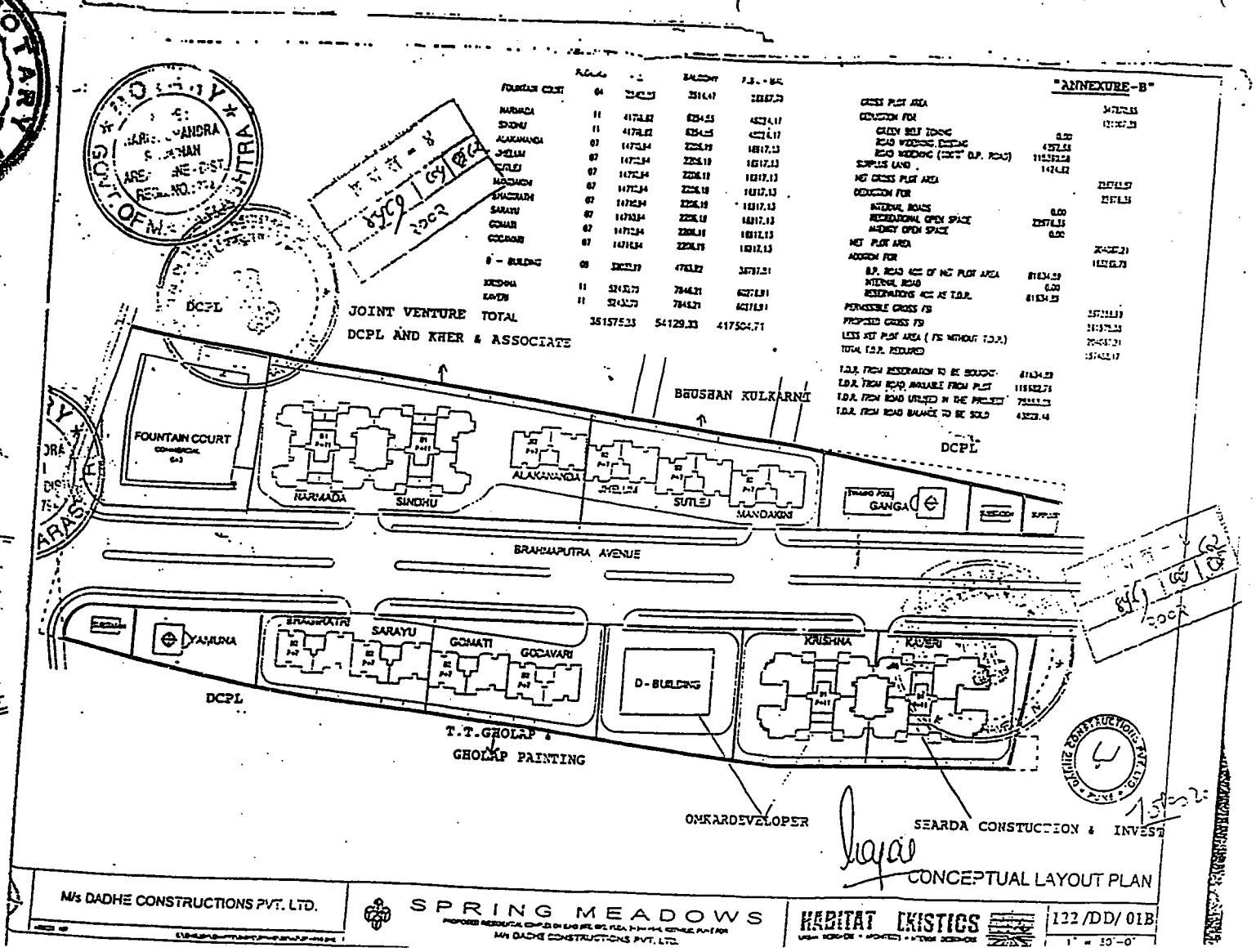
IN THE PRESENCE OF :

1. MRS. RATNA Y. DADHE
L1381; GOKHALE RD,
ATHARVA; PUNE-1.

NOTARY
NAME: HARISHCHANDRA S. NIMHAN
AREA: PUNE-DIST.
Lic. 794
MAHARASHTRA

- 26 -

Noted & Registered at Sr. No. T-1142-2001


"ANNEXURE-B"
JOINT VENTURE TOTAL
DCPL AND KHER & ASSOCIATE
DCPL
BHUSHAN KULKARNI
DCPL
FOUNTAIN COURT
NARMADA
SINDHU
ALAKNANDA
SUTLEJ
MANDAKINI
GANGA
BRAHMAPUTRA AVENUE
YAMUNA
BRAHMATRI
SARAYU
GOMATI
GODAVARI
D-BUILDING
KRISHNA
KAVERI
DCPL
T.T.GHOLAP &
GHOLAP PAINTING
OMKARDEVELOPER
SEARDA CONSTUCTION & INVEST
CONCEPTUAL LAYOUT PLAN
M/s DADHE CONSTRUCTIONS PVT. LTD.
SPRING MEADOWS
M/s DADHE CONSTRUCTIONS PVT. LTD.
HABITAT EKISTICS
122/DD/01B
1" = 50'-0"

ANNEXURE G

SPECIFICATION OF SALE ABLE BUILT UP AREA TO BE GIVEN TO DADHE CONSTRUCTION PVT; LTD.

1. The building will be RCC frame structure, all external walls 6" thick brick masonary and internal walls 4-1/2 " thick brick masonary with internal plaster of sanla finish and sand face plaster externally.
2. Flooring with 7' high dado , of glazed / of ceramic tiles in all toilets.
3. Ceramic flooring in all rooms
4. Granite kitchen platform with stainless steel sink with dado of glazed/ ceramic tiles
5. Aluminium powder coated windows for all rooms
6. Hot and cold mixing units in each toilet
7. Concealed electrification with copper wiring
8. Concealed plumbing with superior quality fittings
9. Solid core flush doors with superior quality fittings
10. Cable T.V. and telephone point in living room
11. Lift , swimming pool and club house

NOTARY * GOVT. OF MAHARASHTRA

DADHE CONSTRUCTION PVT. LTD. PUNE

(2)

Office of the

APPROPRIATE AUTHORITY, AHMEDABAD

(Income-tax Department)

4th Floor, Nature View Building,
Near I.I.K. House, Ashram Road,
Ahmedabad-380 009.

Ph: (079) 6583917, 6582016, 6585129, 6580448. Fax: (079) 5586478.

No.AHD/AA/ PN-3537/4407 /2001-02 Dated : // / 10/2001.

1. Proceeding No. : AHD/AA/ PN-3537/4407 /2001-02.

2. Name(s) of transferor(s) : M/s Dadhe Constructions Pvt. Ltd.
156/1 Anandghan, Opp:ITI,
Aundh, Pune-411 007.

3. Name(s) of transferee(s) : M/s Viraj Properties,
783, Bhawani Peth, Opp: Nishat Talkies,
Pune-411 002.

4. Description & location of the immovable property. : S.No.59/2, CTS No.1802, Survey No.60/ CTS No.1801, Survey No.61/2-A, 2+3+4+5+ bearing CTS No.1799 & 1800 at Revenue Village Kothrud, Taluka Haveli, Dist. Pune admeasuring 32318 sqmo.

5. Apparent consideration : Rs. 13,00,00,000/-

6. Date of agreement : 2/10/2001

7. Mode of transfer : Memorandum of Understanding

8. Date of certificate : //10/2001

CERTIFICATE UNDER SECTION 269UL(3) OF THE I.T. ACT, 1961.

Whereas a statement in Form No.37-1 together with an agreement in respect of the transfer of the immovable property described above and duly signed by/on behalf of the transferor(s) and by/on behalf of the transferee(s) was furnished to the Appropriate Authority on 19.7.2001.

P.T.O.

And whereas the apparent consideration set forth in the Form No.37-1 a agreement dated 2.7.2001 for the transfer of the said property at Rs. 13,00,00

And whereas the appropriate Authority has not made an order u/s 269UD(1) fo purchase by the Central Govt: of the said property.

Now, therefore, the Appropriate Authority hereby certified that it has no objecti the transfer of the said property by the said transferor to the said transferee for an ap consideration of Rs. 13,00,00,000/-

Notwithstanding anything contained in any other law for the time being in including any other proceedings pending or contemplated under any other provisions o Income-tax Act, 1961, this "No Objection Certificate" is issued subject to the condition th person shall alter the agreement of the transfer of the immovable property in respect of wh statement in Form No.37-1 along with an agreement has been furnished under section 269U the Act, for the transfer of the said property and that all the terms and conditions contained i said agreement shall be incorporated in the conveyance presented for registration to the Reg of properties under the Registration Act, 1908 (16 of 1908) by order of the Appropriate Auth Ahmedabad. The registration of the deed of conveyance shall not be in the name of the per or an assignee or any other authorised person of the transferee.

(V.B. SRIVASTAVA)	(C.S. MEHTA)	(P.M. SHARMA)
Commissioner of Income-tax, Member, Appropriate Authority, Ahmedabd.	Chief Engineer, Member Appropriate Authority, Ahmedabad.	Commissioner of Income-ta Member, Appropriate Autho Ahmedabd.

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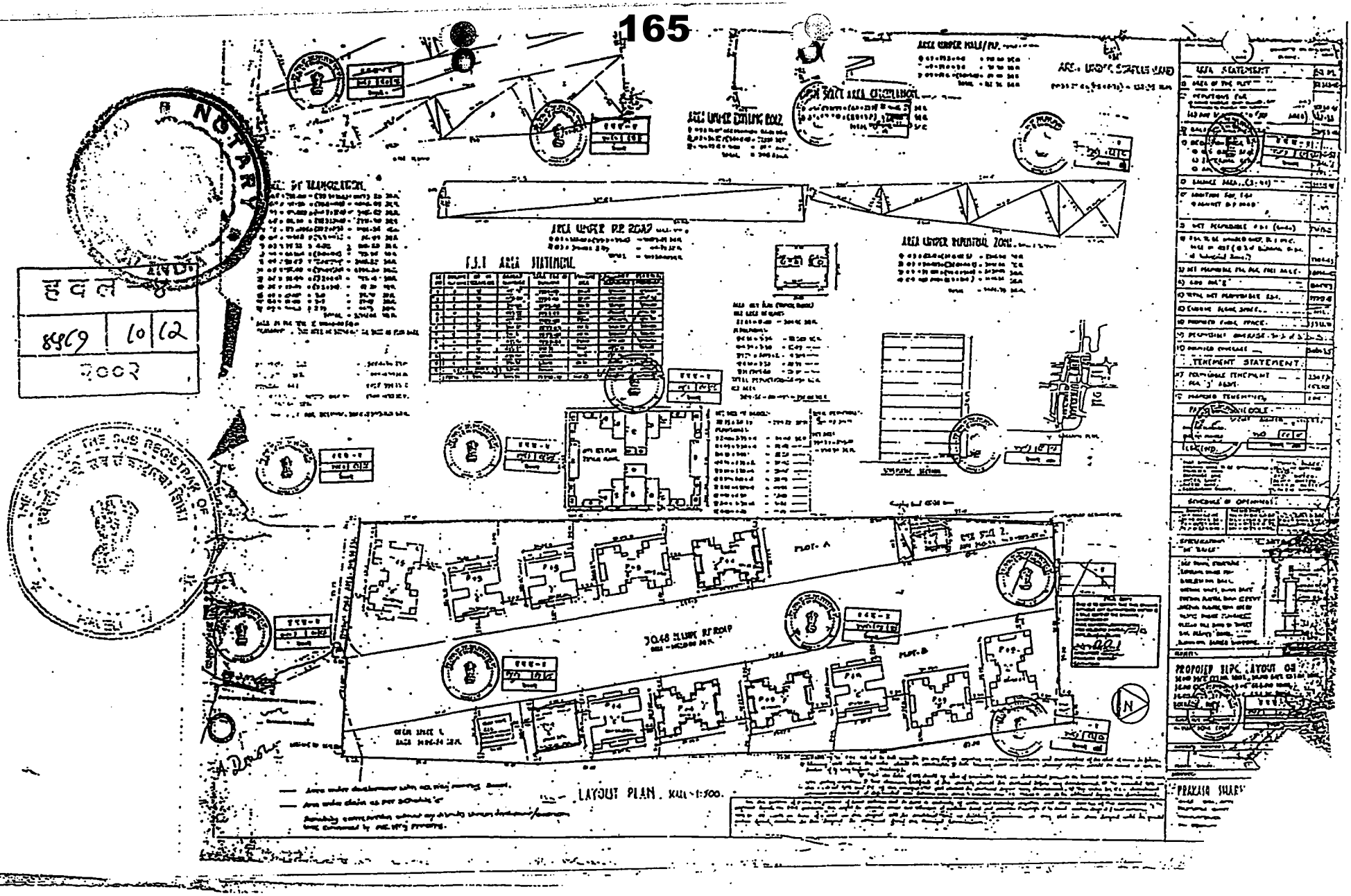
1. The tranferor (s)
2. The transferee(s)
3. The Sub-registrar, Ahmedabad/Pune/Baroda/Surat/Nagpur/ Indore/Dhopal.
4. D.I./D.G.

(M.S. THULASIDHARAN)
Income-tax Officer,
Appropriate Authority, Ahmedabad.

NOTARY GOVT. OF INDIA

THE SEAL OF THE SUB REGISTRAR OF ASSURANCES

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LAYOUT PLAN
PROPOSED BPC LAYOUT OF

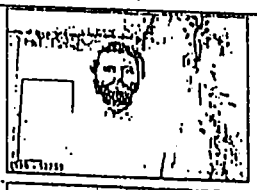
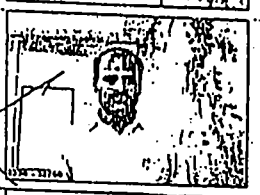
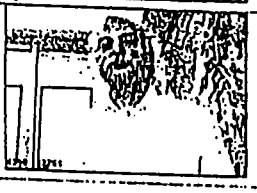
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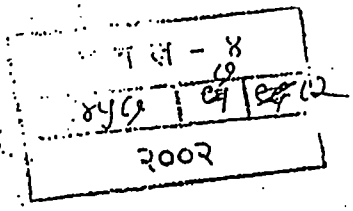
दस्त गोषवारा भाग-1

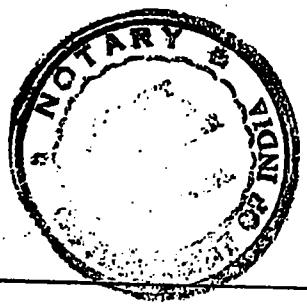
दस्त क्रमांक : 1581/2002

दस्ताचा प्रकार : Agreement or Its records or Memorandum Of Agreemen

अ.क्र.	पक्षकाराचे नाव	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	श्री. विश्राम प्रॉपर्टीज तर्फे भागीदार अक्षित्य जयंत दाते रा. 22, गुरुप्रेम नगर, पुणे 37	Executant सही A. Date		
2	श्री. विगलकुमार फेतारीगल जैन तर्फे कु. मु. नितीन चंद्रकांत रोलंग रा. पौंध पुणे 1	Executant सही		
3	दाते कन्स्ट्रक्शन प्रा. लि. तर्फे कार्यकारी संचालक विजय नारायण दाते रा. 430/1 गोखले रोड, पुणे 1	Executor सही		







(398)

दस्त गोषवारा भाग - 2

क्र. 16 4-4581-2002] चा गोषवारा
ा मुल्य :29535000 गोषवटा :65199000 भरलेले मुद्रांक शुल्क : 652000

पावती क्र.:4221 दिनांक:03/06/2002
पावतीचे वर्णन
नांव: मे. विराज प्रॉपर्टीज तर्फे भागीदार आदित्य जयंत दाढे A. Dadhe

हजर केल्याचा दिनांक :03/06/2002 04:46 PM
दगाचा दिनांक : 03/06/2002

20000 :नोंदणी फी
1680 :नकाल (अ. 11(1)), पृष्ठांकनाची नकाल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

ण प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवैयार
अ क्र. 1 ची वेळ : (सादरीकरण) 03/06/2002 04:46 PM
अ क्र. 2 ची वेळ : (फी) 03/06/2002 04:54 PM
अ क्र. 3 ची वेळ : (कबुली) 03/06/2002 04:57 PM
अ क्र. 4 ची वेळ : (ओळख) 03/06/2002 04:57 PM

21680: एकूण

नोंद केल्याचा दिनांक : 03/06/2002 04:57 PM

दु. निबंधकाची सही, दर्यली 4 (योथरूड)

देयज करून देणार तथाकथीत (करारनामा किंवा त्याचे अभिलेख किंवैयार) दस्तऐवज करून
ाचे कबूल केलात.

ख :
ा निबंधका यांचा ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना
ओळखतात, व त्यांची ओळख पटविलात.
ॅड. ए. डी. घोरपुरकर ,रा. युपीलनगर,-पुणे 4

पहिली नकाल पुरस्कार
नंबरी नोंदला

ाची सही
(योथरूड)

दुय्यम निबंधक हवेली
दिनांक 3/6

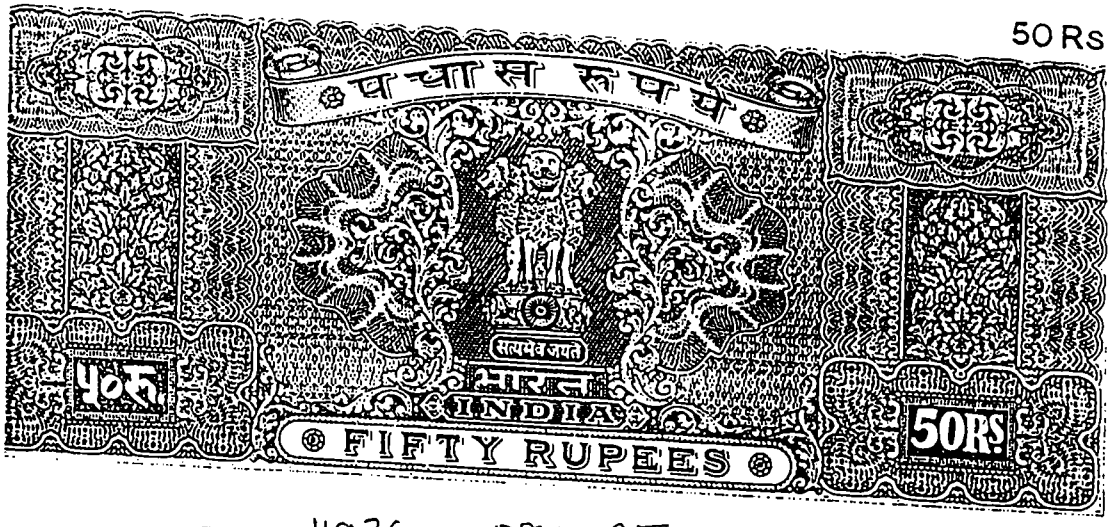
THE SEAL OF THE SUB REGISTRAR HAVELI - N

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NOTARY INDIA

TRUE COPY
A. D. GHORPURKAR
NOTARY UNDER GOVT

50 Rs



Regr. No. 11976 Date 28-12-95
Amount Rs 50/- = 50/-
Smt. Shri R. K. Mutha
Address Pune - 2
Through Adv. A. K. Dixit
Stamp Vender: C. S. MARWAHA
C-6, Pimpri PUNE-411 017.

SHRI GAJANAN PRASANNA

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS

We,

1.SMT . INDUBAI KANTILAL MUTHA
Age about 54 Years, Occ : Household,

2.SHRI. RAJENDRA KANTILAL MUTHA
Age about 32 Years, Occ : Business

3.SHRI SUNIL KANTILAL MUTHA
Age about 30 Years, Occ : Business

4.SHRI AJIT KANTILAL MUTHA
Age about 28 Years, Occ : Business

(No.1 to 4 All Residing at 134, Nana Peth,
Pune - 411 002.

...2/-

06/2002
57:50

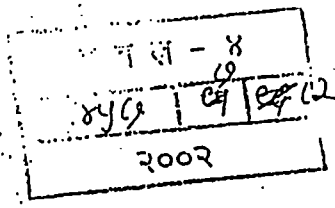
दस्त गोषवारा भाग-1

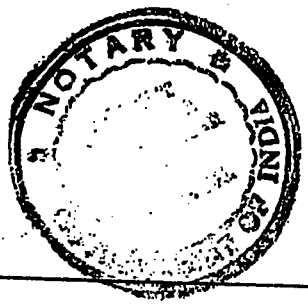
दस्त क्रमांक : 1501/2002

दस्ताचा प्रकार : Agreement or Its records or Memorandum Of Agreemen

अ. क्र.	पक्षकाराचे नाव	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	मे. विराज प्रॉपर्टीज तर्फे भागीदार आदित्य जयंत दाढे रा. 22, गुरुकृपा नगर, पुणे 37	Executant सही		
2	श्री. विमलकुमार पेनारीमल जैन तर्फे कु. मु. नितीन चंद्रकांत तेलंग रा. पुणे पुणे 1	Executant सही		
3	दाढे कन्स्ट्रक्शन प्रा. लि. तर्फे कार्यकारी संचालक विजय नारायण दाढे रा. 430/1 गोखले रोड, पुणे 1	Executor सही		







(398)

दस्त गोषवारा भाग - 2

क्र. [७ .4-4581-2002] चा गोषवारा
न मुल्य :29535000 गोषवला :65199000 भरलेले मुद्रांक शुल्क : 652000

पावती क्र.:4221 दिनांक:03/06/2002
पावतीचे वर्णन
नांव: मे. विराज प्रॉपर्टीज तर्फे भागीदार आदित्य जयंत दाढे A. Dadhe

हजर केल्याचा दिनांक :03/06/2002 04:48 PM
दगाचा दिनांक : 03/06/2002

या प्रकार :5) करारनामा किंवा त्याचे अभिलेख किर्वैकर
का क्र. 1 ची वेळ : (सादरीकरण) 03/06/2002 04:48 PM
का क्र. 2 ची वेळ : (फी) 03/06/2002 04:54 PM
का क्र. 3 ची वेळ : (कबुली) 03/06/2002 04:57 PM
का क्र. 4 ची वेळ : (ओळख) 03/06/2002 04:57 PM

नोंद केल्याचा दिनांक : 03/06/2002 04:57 PM

20000 :नोंदणी फी
1680 :नकाफल (अ. 11(1)), पृष्ठांकनाची नकाफल (अ. 11(2)),
रुजायात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

21680: एकूण

सेवन करून देणार तसायाचीरा (करारनामा किंवा त्याचे अभिलेख किर्वैकर) दस्तऐवज करून दिले म्याचे कबूल करतात.

दु. निबंधकाची सही, हवेली 4 (पोथरूड)

ख :
न निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना ओळखतात, व त्यांची ओळख पटवितात.
ठ. ए. डी. घोरपुरकर ,रा. याधीकनगर-पुणे 4

पोलीस नाईक पुरुषोत्तम नेमणूक पोलीस

काची सही
(पोथरूड)

दुय्यम निबंधक हवेली
दिनांक 3/6

THE SEAL OF THE SUB REGISTRAR HAVELI - IV

दस्त क्र. 4/2462
४५९ | ५५ | ५६
२००२

NOTARY INDIA

TRUE COPY
A. D. GHOSPURKAR
NOTARY GOVT OF INDIA

171

EXHIBIT - 4

Exhibit-4

मुसादासु (१५३७) २,०००१·९९

भूमी आणि जिदगी

(360)

भूमी आणि जिदगी कार्यालय,
पुणे महानगरपालिका.

25

ताबेयादी

ताबेयादी लिहून देणार :- श्री./श्रीमती [illegible] कौंडिन्य कोरडे व इतर ठिकाण देणगम मुख्य

पत्ता :- ३ डार मॅन्शनजी, जि विजय नारायण दाटे, PM.

४३८/७, गोखले रोड, पुणे ४११००१६.

मिळकतीचे वर्णन :- पुणे, पेठ कोथरूड येथील सर्वे नं. ५९/२/१७, ५९/२/३,४,५,६, ६०/२/१७,२,३,४,५,६, ६१/२३/२,३,४,५,६, फा. ली. नं. सि. स. नं. ७७९९ ते ७८८२ येथील मिळकतीपैकी १७०० फूट डी.पी. रस्त्याचे रुंदीकरणासाठी / नवीन रस्त्यांसाठी आवश्यक असलेली जागा.

वर नंमूद केलेली मिळकत ही माझे / आमचे मालकीची / ताब्यात असून, सदर मिळकतीपैकीची सुमारे १०,७२०.०० चौरस मीटर क्षेत्रफळाच्या जागेची पुणे महानगरपालिकेला रस्तारुंदीकरिता / नवीन रस्त्याकरिता आवश्यकता असल्यामुळे, ~~पुणे महानगरपालिकेने सदर जागेची मागणी मनपा अधिनियमाचे कलम २१३ नुसार नोटीस पाठवून जावक क्र. , दि. / /१९९ चे विनंतीपत्र पाठवून,~~ सोबतच्या नकाशात लाल रंगाने दर्शविलेल्या जागेची मागणी केल्यामुळे, सदरची जागा मी / आम्ही दि. २४/११/२००० रोजी,

आम्ही मागणी करू त्यावेळी अस्तित्वात असलेल्या नियमांनुसार ~~वाढीव चटईक्षेत्र निर्देशांक अथवा टी. डी. आर.~~ मान्य करण्याचे अटीवर, ~~किंवा~~

~~आम्ही ताब्यात दिलेल्या जागेच्या मोबदल्यात कायद्यानुसार देय असलेली नुकसानभरपाईची रक्कम आम्हास रोखीने व चेकने अदा करण्यात येईल, या अटीवर रस्तारुंदीचे~~ / रस्त्याचे कामासाठी पुणे महानगरपालिकेच्या ताब्यात देत आहोत.

ताब्यात दिलेल्या जागेचे मोजमाप : क्षेत्र :- १०,७२०.०० चौ.फू.

ताब्यात दिलेल्या जागेच्या चतुःसीमा खालीलप्रमाणे :-

(१) पूर्वेस :- [illegible] मिळकतीस कर्वेरोड

(२) पश्चिमेस :- [illegible] मिळकतीस कर्वेरोड

(३) दक्षिणेस :- फि.क्र. १०९६ व रस्ता

(४) उत्तरेस :- जावक

येणेप्रमाणे चतुःसीमापूर्वक मिळकत (जागा) आज रोजी पुणे मनपा यांच्या ताब्यात दिली आहे.

वर नंमूद केलेली या सोबतच्या नकाशात लाल रंगाने दर्शविलेली जागा आज रोजी ताब्यात मिळाली.

~~सदर जागेमध्ये जागा दुकाने, घरे, गोठे, झाडे, विहिर, बोअरवेल, कंपाऊंड वगैरे अडथळे~~

पुणे.

दिनांक : २४/११/२००० रोजी

जागा ताब्यात देणार (स्वाक्षरी)

जागा ताब्यात घेणार (स्वाक्षरी)

नाव :-

भूमी आणि जिदगी,

पुणे महानगरपालिका.

शासकीय माहिती अधिकार-अधिनियम २००५

सहायक अभियंता,
भूमी आणि जिदगी,
पुणे महानगरपालिका.

EXHIBIT – 5

Exhibit-5

महापालिका सहायक आयुक्त (वि.) (268)
भूमी आणि जिंदगी कार्यालय
पुणे महानगरपालिका

जा. क्र. एलईओ / ४०५२ (217)

दिनांक 26.11.1999 2000

प्रति,
श्री. बादव कोंडिबा कोरडे व इतर आनुषात दगडूशा मुथा व इतर त्यांच्या
श्री. विजय नारायण दंडे
पत्ता ४३८/१ गावकर रोड. पुणे - ४११०३८

यांस –

विषय :– पुणे, पेठ कोथरुड येथील सर्वे नं. ५९/२/१, ५१/२/३,४,५,६
६०/२/१,२,३,४,५,६ ६१/२३/१,२,३,४,५,६ १०० फुट डि.पी.
सिटी सर्वे नं. १६९९ ते १६०१ फा. प्लॉट नं. पैकी ३१ रस्त्याचे
रुंदीकरणासाठी / नवीन रस्त्यासाठी ताब्यात घेण्यात आलेल्या जागेबाबत.

संदर्भ :– (१) आमचेकडील मनपा अधिनियमाचे कलम २१३ अन्वये पाठविण्यात आलेली नोटीस
क्र. एलईओ / — , दिनांक —
(२) आमचेकडील विनंतीपत्र जा. क्र. एलईओ / — , दिनांक
(३) आपलेकडील दिनांक १५। २। १९९९ 2000 चे पत्र.

पुणे महानगरपालिकेच्या विकास योजना / भूमीप्रापण कार्यालयाने आखून दिल्याप्रमाणे १०० फुट डि.पी. या रस्त्याच्या रुंदीकरणासाठी / नवीन रस्त्यासाठी आमचेकडील संदर्भांकित नोटिशीद्वारे / विनंतीपत्राने आपल्या मालकीच्या / ताब्यातील वरील विषयांकित मिळकतीपैकी सुमारे १०६२०.०० चौ. मीटर क्षेत्रांचे जागेची मागणी आपणाकडे करण्यात आली होती. ज्या नुसार आपल्या मिळकतीपैकी सोबतच्या नकाशात दर्शविलेल्या १०,६२०.०० चौ. मी. / चौ. फूड क्षेत्रफळाच्या जागेचा ताबा आपण दिनांक २४।११।1999 2000 रोजी पुणे महानगरपालिकेस दिलेला आहे. दिनांक —।—।१९९९ रोजी पंचनामा करुन जागेचा ताबा घेण्यात आलेला आहे.

वरीलप्रमाणे रस्तारुंदीकरिता ताब्यात घेण्यात आलेल्या आपल्या जागेच्या मोबदल्यात आपण आपल्या मालकी हक्काचे व अधिकाराचे कागदपत्रांसह ज्यावेळी मागणी कराल, त्यावेळी आस्तित्वात असलेल्या नियमांनुसार चटई निर्देशांक (अगर टी.डी.आर. शासनाने मंजूर केल्यानंतर) मंजूर करण्यात येईल. किंवा नियमाने रस्तारुंदीसाठी ताब्यात घेण्यात आलेल्या जागेच्या मोबदल्यात कायद्यानुसार येणारी नुकसान भरपाईची रक्कम आपणास व्यक्तीत स्वरुपात किंवा करण्यात येईल.

वरील प्रकरणात आपणास वाढीव चटई निर्देशांक (अगर टी.डी.आर.) मंजूर करता येणे शक्य नसल्यास ताब्यात घेण्यात आलेल्या जागेच्या मोबदल्यात कायद्यानुसार येणारी नुकसान भरपाईची रक्कम आदा करण्यात येईल. आपणास त्यासाठी पुणे मनपा ताब्यात दिलेली जागेच्या मिळकतीपैकी पुणे महानगरपालिकेने रस्तारुंदीसाठी ताब्यात घेतलेल्या जागेची मोजणी फी आपणकडे भरणा भूमापन अधिकारीकडे पुणे यांचेकडे भरुन मोजणी करुन घ्यावयाची आहे. सदर मोजणीची नकाशा आमचेकडे सादर करावयाचा आहे. याबाबत कृपया नोंद घ्यावी ही विनंती.

कळावे.

शासकीय महिला अधिकार-अधिनियम 2004

महापालिका सहायक आयुक्त (वि.)
पुणे महानगरपालिका

(मागे पाहा)

सोबत – तावेयादी,

पंचनामा प्रत व नकाशा.

प्रत माहितीसाठी –

(१) मा. नगर भूमापन अधिकारी क्र. ७ , पुणे
शुक्रवार पेठ, पुणे २, यांचेकडेस माहितीसाठी व पुढील जरूर त्या तजविजीसाठी रवाना
(सोबत – नकाशा, तावेयादी व पंचनामा प्रत)

(२) मा. नगर अभियंता, पुणे महानगरपालिका,
यांजकडेस माहिती व पुढील तजविजीसाठी रवाना (सोबत – नकाशा, तावेयादी व पंचनामा प्रत)

(३) मा. विकास अभियंता (पथ) पुणे महानगरपालिका यांजकडे –
सदर ताब्यात घेतलेल्या जागेवर तातडीनें डांबरीकरणाचे काम करून जागा रस्त्यात समाविष्ट करण्यास विनंती आहे. (सोबत – नकाशा, तावेयादी व पंचनामा प्रत)

(४) मा. आरोग्य प्रमुख, पुणे म.न.पा. यांजकडेस, माहितीसाठी (सोबत – नकाशा)

(५) मा. नगर उपअभियंता, पाणीपुरवठा पुणे महानगरपालिका यांजकडे (सोबत नकाशा)

(६) मा. नगर उपअभियंता (विद्युत विभाग), पुणे महानगरपालिका यांजकडे (सोबत – नकाशा)

(७) मा. नगर उपअभियंता, (अतिक्रमण), पुणे महानगरपालिका यांजकडे (सोबत – नकाशा)

(८) मा. सहायक अभियंता (भूमीप्रापण), पुणे महानगरपालिका यांजकडे (सोबत – नकाशा व तावेयादी)

(९) मा. नगर उपअभियंता (जलोत्सारण), पुणे महानगरपालिका यांजकडे (सोबत – नकाशा)

७) क्र. भूमी संपादन अधिकारी क्र. १५ पुणे
शुक्रवार पेठ रस्ता रुंदीकरण योजना
पुणे - ४११००२

(११) क्र. तहसिलदार हवेली
शुक्रवार पेठ रस्ता रुंदी पुणे ४११००२ यांना माहितीसाठी व
योग्य त्या कार्यवाहीस्तव लागू होणारी
रेखांकन व तावेयादी नकाशा

EXHIBIT 174 ₹ 6

Exhibit-6













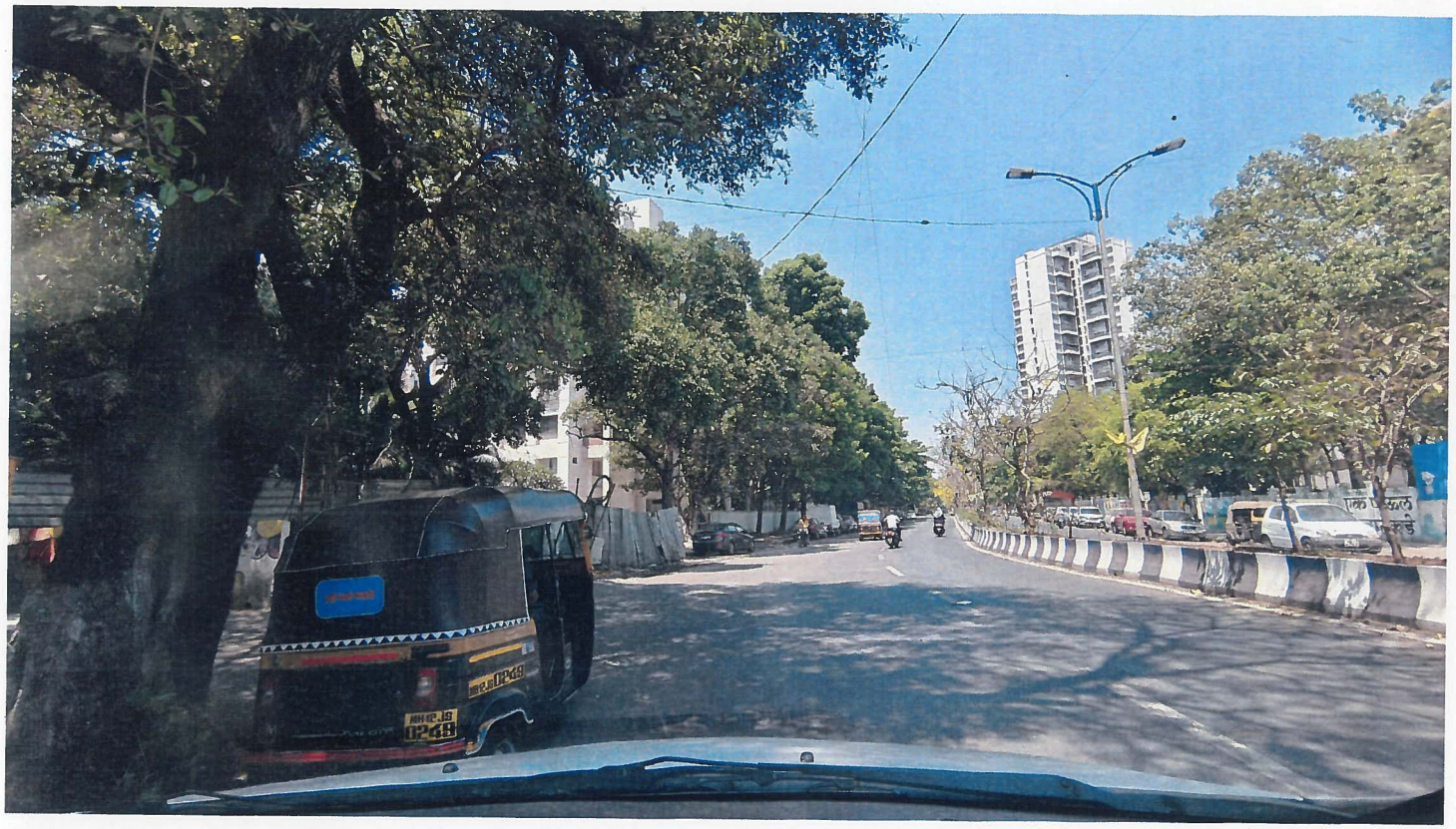




EXHIBIT- 7

PHOTOCOPY/TYPING

Exhibit-7

O-4540/2024 CASE NO.: Civil First Appeal No.1074/2005

Prepared by :	Mrs. S. S. Trimbakkar	Clerk	:
	Mrs. B. A. Surve	Clerk	:
	Mr. S. D. Raut	Clerk	:
	Mrs. N. S. Patil	Clerk	:
	Ms. V. D. Mulundkar	Clerk	:
	Mr. D R. Pawde	Clerk	: 14/11/2024
Compared by :	Mrs. N. S. Khodankar	Assistant Section Officer	:
	Mrs. S. A. Yadav	Assistant Section Officer	:
	Ms. V. D. Ghogare	Assistant Section Officer	:
	_____	Assistant Section Officer	:
Verified & Examined by :	Mrs. B. B. Shirke	Section Officer	:
	Mrs. S. D. Nerkar	Section Officer	: 16/11/24
	Mrs. M. S. Ganji	Section Officer	:
	Ms. V. P. Yadav	Section Officer	:

Pages : 41

Xeroxing and Comparing Charges TOTAL AMOUNT : Rs. 164/-

TOTAL RUPEES : One Hundred and Sixty Four Only

****

1) Date of Application : 01 / 08 / 2024
2) Date on which office objection removed : / / 20
3) The date on which application was completed : / / 20
4) The date on which copy was ready : 18 / 11 / 2024
5) The date on which copy was delivered : 19 / 11 / 2024

19/11/2024

Assistant Section Officer
Certified Copy Branch
High Court, Appellate Side, Bombay

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL FIRST APPEAL NO. 1074 OF 2005

District: Pune

Dadhe Constructions Private Limited and Anr.

...Appellants

Versus

Bhushan Kulkarni and Associates Private Limited and Ors.

...Respondents

IN THE COURT OF 3rd JOINT CIVIL JUDGE, SENIOR DIVISION, PUNE.

SPECIAL CIVIL SUIT NO. 1145 OF 2000

File No. A'
Exhibit Nos. 362 & 363
Judgment & Decree
Page Nos. 1 to 60

Spl. C.S.No. 1145 of 2000

Presented on: 24.11.2000
Registered on; 24.11.2000
Decided on; 28.3.05
Duration; 4 Y. 4 M. 1 D.

IN THE COURT OF 3rd Jt.CIVIL JUDGE (SENIOR DIVISION), PUNE.
(Presided over by R. K. Malabade)

Spl. C. S. No.1145 of 2000
Exhibit No. 362

M/s. Bhushan Kulkarni and Associates Pvt. Ltd. Through its, Director,
Shri. Bhushan Bal Kulkarni, Adult,
Occup.business. Res. 2, Indraprastha,
1- Mayur Colony, Karve road,
Pune- 411 029. — Plaintiff

V/s

1. M/s. Dadhe Constructions Pvt. Ltd.,
Its, director, Shri. Vijay Narayan Dadhe,
Adult, Occup. Business, at Anandghan,
156/1, Aundh. Pune-7.

2. Shri. Vijay Narayan Dadhe, adult,
Occup. Business, residence. 438/1,
Gokhale road, "Atharva" Pune- 6

3. Shri. Manikchand Dagduram Mutha,
Age. 73 yrs. Occup. Business. Resi. 134,
Nana peth, Pune.

4. Sou. Gopibai Manikchand Mutha, — Defendant
Age 65 yrs. Occup. Household. Resi. 134,
Nana peth, Pune

5. Shri. Motilal Manikchand Mutha,
Age 51 yrs. Occup. Business. Res. 134,
Nana peth, Pune.

6. Shri. Mahendra Manikchand Mutha,
Age 42 yrs. Occup. Business. Res. 134,

Nana peth, Pune.
7. Shri. Agit Manikchand Mutha,
Age 38yrs. Occup. Service. Resi. 134,
Nana peth, Pune.

8. Smt. Icharajbai Chandmal Mutha,
Age 70 yrs. Occup. Household. Resi. 134,
Nana peth, Pune.

9. Shri. Jaykumar Chandmal Mutha,
Age 48 yrs. Occup. Business. Resi. 134.
Nana peth, Pune

10. Shri. Satish Chandmal Mutha,
Age 42 yrs. Occup. Business. Resi. 134,
Nana peth, Pune

11. Shri. Rajendra Chandmal Mutha,
Age 39 yrs. Occup. Business. Resi. 134,
Nana peth, Pune

12. Sou. Devannada Surendra Mutha,
Age 36 yrs. Occup. Household. Res. Karve
Road Pune

13. Sou. Nandini Rajendra Chopda,
Age 34 yrs. Occup. Household. Resi. Satta
Colony, Ahmednagar. Defendant

14. Sou. Kussum Vsantlal Mutha,
Age 62 yrs. Occup. Household. Resi. Bhakti
Apartment, shankarsheth road, Pune.

15. Smt. Indubai. Kuntilal Mutha,
Age 54 yrs. Occup. Household. Resi. 134,
Nana peth, Pune.

16. Shri. Rajendra kantilal Mutha,
Age 32 yrs. Occup. Business. Resi. 134
Nana peth, Pune.

17.Shri. Sunil kantilal Mutha,
Age 30 yrs. Occup. Business. Resi. 134,
Nana peth, Pune.

18. Shri. Agit kantilal Mutha,
Age 28 yr. Occup. Business. Resi. 134,
Nana peth, Pune.

19. Sou. Mangala Sudhir Jhalori,
Age 35 yrs. Occup. Household. Resi.
Ravivar peth, Panchvati, Nasik.

20. Shri. Ramanalal Babulal Mutha,
Age 54 yrs. Occup.business. Resi. 134
Nana peth, Pune.

21. Shri. Narendra Babulal Mutha,
Age 52 yrs. Occup. Business. Resi. 134,
Nana peth, Pune.

22. Shri. Subhash Babulal Mutha,
Age 40 yrs. Occup. Business. Resi. 134,
Nana peth, Pune.

23. Shri. Prakash Babulal Mutha,
Age 40 yrs. Occup. Business. Resi. 134, Defendant
Nana peth, Pune.

24. Sou. Pushpa Sumatilal Kataria,
Age 53 yrs. Occup. Household. Resi. 134,
Nana peth, Pune.

25. Sou. Shamabai Rameshlal Gandhi,
Age 43 yrs. Occup. Household. Res. Khadki. Pune

26. Smt. Jaywantibai. Mahadev Korde.
Age 71 yrs. Occup. Household. Resi. 39. Sangam
Society, Sangam nagar, Padmavati, Pune.

27. Shri. Ashok Mahadev Korde,
Age 51 yrs. Occup. Business. Resi. 1206,
Shukrawar peth, Pune.

28. Shri. Prakash mahadeo Korde,
Age 45 yrs. Occup. Business. Resi. S. No. 61/1+2A.
Pune-Satara road, Pune

29.shri. agit mahadeo Korde,
Age 43 yrs. Occup. Business. Resi. 39, Sangam

Society, Sangam nagar, Pune.
30. Shri. Vivekanand mahadeo Korde,
Age 38 yrs. Occup. Business. At present U S A.
Through P.O.A. Sou. Seema Dilip Shinde,
Age 4 yrs. Occup. Household. Resi. Vasantbaug
Society,Bibewadi. Pune

31.Mrs. Urmila @ Kumud Vijay Hemgude,
Age 48 yrs. Occup.household. Resi. 521, Shukrawar
Peth, Pune

32. Smt. Pushpawati @ Jayashree Tanajirao Khairnar,
Age 45yrs. Occup. Business. Resi. Flat no. 1
Mahadeo Vihar, Pune.

33. Mrs. Chhaya Sopanrao Chaudhari, Defendant
Age 41 yrs. Occup. Household. Resi. 23-B
Shankarnanda society, Pune

34. M/s. Kher and Associates
Shri. Jaydeep Kher, age 36 yrs Occup. Builder
Resi. Madhuban co. op. society, Pune

35. M/s.Viraj property runs by Shri. Rajas Vimalkumar Jain,
Adult, Occup. Business. Resi. Pune.
And Shri. Aditya Jayant Dadhe,
Age adult, Occup. Business. Resi. 22, Mukundnagar,
Vijay Apartment, Pune.

APPEARANCE :

Adv. S .P. Deo for plaintiff.
Adv. D. R. Athawale for defendant no. 1 and 2
Adv. S. K. Jain for the defendant no. 35

JUDGMENT

1. This is a suit for specific performance, injunction and other consequential relief's in respect of the suit property.

2. In short the plaintiff's case is that the property bearing survey number 59/2/1, 59/2/2 to and CTS No. 1802, survey number. 60/2/1, 60/2+3+4+5+6, CTS No. 1801, Survey number. 61/2A/2+3+4+5+6 (CTS No. 1800) and Survey No. 61/3A/2+3+4+5+6 (CTS No. 1799) of village Kothrud, admeasuring about 6

rector 08.05 R, situated at Kothrud, within the limit of Pune municipal Corporation, more particularly mentioned in Para 1 of the plaint is jointly owned by Shri Mahadev Kondiba Korde, Shri Prakash Mahadev Korde constituted attorney of other members of the family and Shri Babulal Dagduram Mutha and his other family members. These owners have entrusted the said property for development by an agreement dated 28.12.95 in favour of the defendant number 1 company and also given the power of attorney in favour of the defendant number 2. In pursuance of the development rights in respect of 817 square meters of the property, as mentioned in Para 1 of the plaint, the defendant no1 and the owners of the property have, through the defendant no.2, assigned the rights, title, and interest and benefits acquired by it by virtue of the agreement dated 28.12.95 unto and in favour of the plaintiff by 5 agreements, area involved in the said transaction is 4085 square meters. The plaintiff has agreed to pay Rs 22 lacks towards each agreement totaling Rs 1, 100,000/-. Out of this amount the plaintiff has paid Rs 5 lacks by cheque number 94883, 64884, 94885, 94881, 94882 and cash Rs 4 lacks to the defendant number 1 and 2 from time to time. Subsequently some more amounts have also been paid to the defendant no1 and 2 towards these agreements and their respective installments. By these five agreements the defendant no1 has appointed, nominated and constituted the plaintiff to develop the said property either by itself or through its nominees, developers and or sub-developers and the assignees, in respect of 4085 square meters together with proportionate share and rights and benefits in respect of roads and open spaces etc of the said entire layout i.e. from building numbers I and j as shown on record plan, and attach them to these agreements. The consideration was calculated at the rate of Rs 2,693/- per square meters, taking into consideration the permissible FSI that would be sanctioned by the Pune municipal Corporation. The plaintiff and defendant had expressly agreed that the building number I and J shall form part of the retainable vacant land of the owners under urban land ceiling and regulations act 1976. The defendant number 1 has agreed to get the building layout sanctioned within a period of one month from the date of the agreements. It was also undertaken by the defendant number one to get the building plans sanctioned from the Pune municipal Corporation within two months as per the development control rules and bylaws. The defendant no1 has also undertaken to get the N. A. order from the additional collector of Pune and all other conditions that are required for development of the property. The defendant 1 has given sole and the exclusive right to develop the said property either by itself or through any other agency and or the plaintiff was authorised is to assign, transfer and alienate these rights to any other person. It was also agreed to remove the defects in title if any and to make the property clear, transferable and marketable and the costs of the defendant number 1. The defendant 1 has categorically assured and represented that the rights which were conferred upon the plaintiff were valid, a subsisting and binding on the owners. The defendant no1 has also undertaken to obtain the consent from the owners, if required for this assignment. In fact the defendant number 1 was under obligation even to get the consent from the owners for this assignment even though the defendant number 1 has right to assign the rights and benefits

of the scheme. The plaintiff contended that after getting the entire consideration as agreed between the parties, the defendant number 1 was under obligation to cause the necessary deeds, documents including the conveyance between the owners on the one hand and the plaintiff or its nominee, successors, flat purchasers, society or the association of the apartment, as desired by the plaintiff. The defendant no1 was under obligation to obtain a certificate under section 230 A of the income tax act of the getting clearance from the income tax authorities and other necessary permissions from the appropriate authorities. It was also made clear that in the event of the change in 100 feet DP Road, the location of the building number I andJ abutting to the DP Road, having full Road frontage will not affect in any manner . Plaintiff has paid the substantial amount under these agreements to the defendant number 1 and he was always ready and willing to pay the remaining/balance amount to the defendant number one as per the agreements. As against that the defendant number 1 and 2 have not made the compliance as per the terms of the agreements such as sanction of the plan, N.A. order, removing the defects of the title etc. As a matter-of-fact these compliance was to be done within a period of three months and if not, it is specifically agreed the defendant number 1 was under obligation to pay the interest at the rate of 14% per annum on the amount, till then paid by the plaintiff to the defendant number 1. The plaintiff has started playing the installments since the execution of the agreements and about three years are over since then. The defendant number 1 had accepted those amounts from the plaintiff from time to time, however has not made any compliance, which the defendant 1 is under obligation to do. Thus the defendant number 1 and 2 have committed the breach of breaches of the agreements executed between the plaintiff and defendant number 1 the plaintiff has taken booking of some flat in the scheme and now the prospective purchasers of the flat are demanding the possession of the concerned flats from the plaintiff. The defendant number 1 and 2 are causing wrongful loss to the plaintiff by not making compliance under the agreement. As against that the defendant number 1and 2 are trying to get round game at the cost of the plaintiff and the defendant number 1 is under obligation to make good these losses likely to be caused to the plaintiff. As the terms of the contract have been violated by the defendant number 1, the plaintiff has a right to seek the specific performance and other consequential relief's that is the remedy provided under the act and in addition to that the plaintiff is also entitled to get the interest at 24% per annum on the amounts paid by him to the defendants from time to time and towards the compensation of loss of business/delay which could be quantified at Rs one crore. It is further contention of the plaintiffs that the defendant number 1, 2and 35 have been raising contention that a rear portion of the suit property is the agreed plot number I and J and those they have kept open as per the order of the Hon High Court in A. O. No. 837/01. According to plaintiffs the plot numbers I and J on the front side as per the agreements dated 26.11.97 and as per the maps accompanied thereto. The Hon High Court has kept the question of location open in its order; however the defendant number 35 is constructing on front prime commercial location to gain additional profits wrongfully, without deciding the location issue. Under these circumstances if the

Hon'ble court comes to conclusion that specific performance cannot be granted because of substantial construction on front prime plots, as a maps highlighted attached to agreements dated 26.11.97, in that case the plaintiff claims for specific performance of the plots I and J as stated, admitted and suggested by the defendant number 1, 2 and 35. If those plots are allotted by specific performance , the plaintiff claims additional relief of compensation to the tune of Rs one crore for loss due to location difference, for loss of business, damages etc with interest at the rate of 24% per annum from the date of sanction of the layout from the PMC i.e. from 4.3.98. If the Hon court comes to conclusion that the specific performance of the contract cannot be given, then defendant number one and two be directed to pay Rs 4,50,00,000/- towards the amounts paid, interest at 24% from the date of the payment till its realization, damages, compensation for loss caused, loss of business, mental torture etc. hence plaintiff is constrained to file the present suit for specific performance, injunction and other consequential relief's, damages etc as more particularly prayed in Para 16 of the plaint,

3. The defendant number 1 and 2 filed written statement and additional written statement at exhibit 74A and 130. The defendants denied suit claim in toto. The defendants contended that the description of the suit property as given in Para 1 of the plaint is not correct. The plaintiff has intentionally avoided to describe the suit property which is FSI admeasuring 4085 square meters, hence unless the description is corrected hearing of the suit cannot be proceeded. The defendants admit to have executed said M.O.U. with regard to FSI to be consumed by constructing building I AND J in the layout of the property described in schedule. The plaintiff with ulterior motive trying to mislead this Hon court as to the scope of the said M.O.U.and location of the said building. At the time of execution of the said M.O.U. the word T.D.R. was alien. The plaintiff at the most was entitled to FSI 4085 square meters. And by no stretch of imagination the plaintiff is entitled to any additional FSI in form of T.D.R. or otherwise. The plaintiff cannot claim any rate of T D R that maybe now available to the defendant number1 in respect of DP Road. The defendants further contended that without admitting the said M.OU enforceable at law, the location of building I and J was not at the junction of two roads but the same is at the location shown on plan an annexed to the affidavit cum undertaking filed by the defendant number 2 in A. O. number 837/ 2003 in Hon High Court Bombay .These defendants shall rely upon the true interpretation of the memorandum of understanding. However the plaintiff has failed to comply with the terms and conditions of the said memorandum of understanding and has thus committed willful breach thereof. The defendant submitted that the then proposed D P Road was running through the property described in schedule two of the said memorandum of understanding from North to South. There is also a road which runs East West abutting to the southern boundary of the aforesaid property. The Road frontage referred to in clause 11 of the said refers to DP Road. The plaintiff is trying to mislead this Hon court with regard to the location of building i and j with reference to the East West Road. The location of building I and j was

on Eastern and Western side respectively of D P Road as shown in the layout then sent for approval. The defendant's contended that they are immerise as regards to substantial payment by the plaintiff under the said memorandum of understanding and its readiness and willingness to pay the balance amount are not true and correct and not admitted by the defendant number1. The plaintiff has paid a meager amount of consideration under the said memorandum of understanding and has failed to pay the further sums due and payable. The plaintiff company was shot of violence and only with a view to kept the said memorandum of understanding alive one of the directors of the plaintiff company has paid some amounts with an under holding to pay consideration of out funds of the plaintiff company and to get back amounts paid in cash. The plaintiff company was not able to do it. The defendants denied that the plaintiff has entered into agreements with the prospective purchasers of the flats and they are demanding possession of flats and that the purchasers may claim compensation/damages as from the plaintiff and that the plaintiff may face financial problems. The plaintiff has made the aforesaid false allegations with a view to make out a case for compensation. The plaintiff is not entitled to claim any amount from the defendant number1 much less the amount of Rs 4.5 Crore. No cause of action has arisen for the present suit. The plaintiff is not entitled to claim any relief much less the relief of specific performance and damage. For the reasons mentioned above the defendants prayed for dismissal of suit with costs.

4. The defendant number 35 filed written statement at exhibit 86 and 131 by denying suit claim in toto. The defendant contended that they are not necessary party to the suit but they have joined by the plaintiff just for causing harassment. The plaintiff suit is bad for misjoinder of parties and on this ground itself the suit deserves to be dismissed. The defendant number 35 has entered into as an agreement with defendant number1, a registered at the serial number 4581/1/12/2002 by which the defendant has acquired the development right from the defendant number1 to the extent of 32318 square meters. The said development agreement contains the map which is produced separately. As per the said map the defendant number 35 is developing the property and buildings which is shown as buildings number A, B, C, E, F, G, H, L, and K. The said development agreement specifically and categorically states that the area which is given to the present plaintiff is marked I and J and the said development agreement excludes the rights which are given to the plaintiff. The defendant number 35 sue moto filed affidavit before the Hon High Court Bombay in which the said layout was filed. The defendant is not carrying out construction upon the area which is marked for building I and J. The document executed between the plaintiff and defendant no1 i.e. Memorandum of understanding is not registered document and no proper stamp duty is paid on the said document and this document cannot be read in evidence and no relief can be sought on the basis of unregistered document. The plaintiff has paid only a meager amount towards consideration and failed to pay another amount to defendant number1. The plaintiff had not shown its readiness and willingness to perform its part of the

contract. The plaintiff has neither deposited the balance consideration in the court nor tendered the balance consideration at any time to the defendant number1. The plaintiffs are otherwise also not entitle to have decree of specific performance and also not entitle to have any relief against the defendant number 35. Hence the defendants prayed for dismissal of suit with costs.

5. The defendant number 3 to 34 except the defendant number 29, 32, 51 and 54 did not appear and hence the suit proceeded ex parte against them where as the defendant number 29, 32, 51 and 54 have not filed their written statement and hence the suit proceeded without written statement against them.

6. The following issues are framed and I record my findings thereon with reason hereinafter as below.

Issues	findings
1. Whether the plaint contains a description of the property sufficient to identify it?	Yes
2. Whether plaintiff proves that the location of Plot I and J situated at the junction of D P Road and Mahatma society road, with reference to property mentioned in the M.O.U?	No
3. Whether plaintiff proves that they have paid Rs 9 lacks and also paid some amounts from time to time to defendant number1 and two towards consideration as alleged?	Yes
4. Whether the defendant number1 proves that the plaintiff has willfully committed breach of the terms and conditions of the memorandum of understanding as alleged?	No
5. Whether plaintiff proves that they were and are ready and willing to perform their part of the contract?	Yes
6. Whether the plaintiff is entitled for specific performance of M.O.U in respect of F.S.I. of 4085 of plot I and J, situated at the junction of D.P.Road and Mahatma Society road ,in addition to the compensation of Rs. 1 Crore for loss of Business as prayed?	No
7. Whether the plaintiff in alterative is entitled for specific performance of the plot I and J as per sanctioned plan dt. 4.3.98 and F.S. I. Of 4085 is kept reserved as per the order of Hon'ble High Court in A.O.No.837/01	Yes

as prayed for?

8. Whether plaintiff in alterative is entitled for compensation of Rs 1 crore and Rs 4.5 crore along with interest as prayed in Para 16(c) (1) and16(e) of plaint respectively?	No
9. Whether plaintiff are entitled for relief of perpetual Injunction as prayed?	Yes
10. What order and decree?	As per final order

Reasons

7. ISSUE NO. 1 TO 9

Before proceeding to scrutinize evidence of the parties, it would be worthwhile to refer admitted facts between the parties. Admittedly the property described in Para 1 of plaint is jointly owned by Shri Mahadev Kondiba Korde, Prakash Mahadev Korde constituted attorney of other members of the family and Shri Babulal Dagduram Mutha and his other family members. These owners have entrusted the said property for development by an agreement dated 28.12.95 in favour of the defendant number 1 company where as the defendant number 2 is the director of the defendant number 1 company as well as the constituted attorney of the owners namely Kordes and Muthas. It is further admitted facts on record that the defendant no1 has appointed nominated and constituted the plaintiff to develope the property either by itself or through its nominees developers and or developers and assignees in respect of F.S.I. 4085 square meters of building numbers I and J and the consideration was at Rs. 2,693/- per sq. mtrs. And the building numbers I and J shall form part of the retainable vacant land of the owners under Urban Land Ceiling and Regulations Act 1976 by 5 memorandum of understanding dated 26.11.97. The defendant number 1 and 2 admitted in their evidence affidavit as well as in their cross-examination the execution of all 5 memorandum of understanding. They also accepted receipt of Rs 25 lacks towards consideration of these 5 memorandums of understanding. They admitted in cross-examination that there was assignment of FSI along with proportionate rights, title and interest in roads and open spaces. The defendant number1 and 2 were agreed to give possession of the property that to part of the retainable portion of land was to be handed over to the plaintiff. The defendant number two admitted in cross-examination that there was several litigation between Mutha and Korde family landlord and Messrs Dadhe construction private limited since 1997. The registered agreements and ratification, settlement of the dispute was done on 10.5.04 as per Index II of the agreement, produced at exhibit 313 and 314. This shows that there was dispute between the owner of the property and defendant no. 1 before execution of the memorandum of understanding (Ex.226-230) with the plaintiff. It is further

admitted fact on record that the plaintiff had preferred appeal from order number 837 of 2001 in the Hon High Court of Judicature, Bombay against the order passed below exhibit 5 in this suit. The Hon Lordship passed order in Para 3 that "the respondent shall ensure that FSI of 4085 square meters and location of the land corresponding to the buildings i and J shall be kept by the respondents unused pending and final decision of the suit. The location of the buildings I and J is demarcated on the plan annexed to the above affidavit. The statement of the learned counsel appearing on behalf of respondent number1 and two that FSI of 4085 square meters is available on the two plots on which the proposed buildings are mentioned and that the same shall be available thereon, is accepted. The area of 970.80 square meters., it was stated by Mr. Godbole , refers to the plinth area of the proposed buildings on the plots on which the proposed buildings I and j are mentioned. The respondent are restrained from dealing with, disposing of encumbering or creating any third party right title and interest in, two were, two or upon or in respect of the said two plots and FSI of 4085 square meters available thereon. Mr. Godbole states that the third party in whose favour rights have been created viz. M/s. Viraj Properties shall be bound by this order. He states that he is authorized to make a statement by M/s. Viraj Properties that they will be bound by this order. The Appellant is at liberty to forward a copy of this order to M/s. Viraj Properties and seeks their confirmation of the same". Admittedly the learned advocate for the plaintiff raised point of location before Hon'ble lordship in the said Appeal from Order and therein the learned advocate for the plaintiff contended that the location of the two plots I and J in respect of which injunction has been granted by this order, are not as per the agreement. The Hon'ble high court has kept open the point of location and observed that it would be open to the Appellant to make such claim, as he may desire in this respect. All rights and contentions of the parties kept open. It is to be noted that the Respondents in Appeal From Order filled affidavit before the Hon'ble high court and therein in Para 9 stated that the third party rights are already created in favour of M/s. Viraj Properties. The respondents have given undertaking that they are ready to ensure that the F S I of 4085 sq.mts. and the location of land corresponding to building I and J having total ground coverage of 907.80 sq.mts. Kept unused. Therefore the main crux of the suit is the location of land corresponding to building I and J.

8. Before dealing with the point of location of building I and J., I would like to deal with the issue as to whether the memorandum of understanding/contract is void as per the provisions of section 269 UC of the income tax act and section 23 of the contract act. The learned advocate for the defendants submitted that the 5 memorandum of understanding were at executed by the executants only with the intention to avoid the necessary permission as contemplated as per the provisions of income tax act. Section 10 of the contract act states that if the object of the parties to the contract is not lawful then the contract is void. The specific performance of void contract cannot be asked for. The defendant relied on reported case of "Diwan Rahul Nanda Vs Nitesh G. kotak and others 1998(2) Bom. C.R. 787, therein the Hon Lordship observed that under section 269 UC of

the income tax act it is provided that notwithstanding anything contained in the transfer property act, no transfer of immovable property shall be effected except after an agreement of transfer is entered into between the parties in accordance with the provisions of sub section (2), at least four months before the intended date of transfer, sub section (2) provides that the agreement referred to in sub section (1) shall be reduced to writing in the form of the statement by each of the parties . The agreement in the present case is admittedly an oral agreement, thus obviously no party can claim any relief on the basis of such an agreement". In the case at hand there is no case of oral agreement. Admittedly the plaintiff's case is based upon written agreement/memorandum of understanding. These memorandum of understanding are separate five document, executed by the defendant number1 in favour of plaintiff, and consideration mentioned in these separate memorandum of understanding are below Rs 25 lacks and hence the facts in the above authority and the present case are totally different, therefore The ratio laid down in the above authority is not applicable to the present facts of this case. On the other hand the plaintiff relied on reported case "Shri Rajesh Aggarwal Vs Shri. Balbir Singh and another, AIR 1994 DELHI 345, therein it is held that failure to obtain income tax clearance cannot be the ground to nonsuit plaintiff, on the ground the agreement was enforceable without income tax clearance". I have already discussed above that the memorandum of understanding/agreements are executed by the defendant one in favour plaintiff and consideration of each memorandum of understanding is below Rs 25 lacks and no permission is required as per the said Act. In view of above ratio and having regard to the facts and circumstances, I do not agree with the contention of the defendant's that the memorandums of understanding are not lawful and the contract is void.

9. On the point of description of the suit property and the location of plot I andJ with reference to the property mentioned in Para 1 of the plaint, the learned advocate for the defendants submitted that in a suit for specific performance the description of the property play a vital role and unless the complete description of the property, no relief of specific performance can be granted. The plaintiff has not described the boundaries of plot I and J and there is no complete description of the property mentioned in Para 1 of the plaint. The memorandum of understanding also no where mentioned the boundaries of plot I and J. The plaintiff is placing reliance upon the map annexed to memorandum of understanding. The learned advocate for the defendants relied upon certain material admission given by the plaintiff and his witnesses. Plaintiff's witness Shri Atul Panse admitted in cross-examination that building I and J had shown in the layout plan which was submitted to PMC prior to entering into transaction between the parties and the said layout plan was not annexed to agreement when he signed the same. He categorically admitted that the Annexure A, B, and C referred in all these agreements are not attached or along with the agreements exhibit 226-230. The last page 18 was only the last page of these agreements when he signed all these agreements as witness. He further admitted that the map along with all these agreements nowhere shows building I

and J. The map was not along with these agreements. The signature on map is not taken place in his presence in these entire agreements exhibit 226-230. The plaintiff admitted in cross-examination that it is mentioned in the agreement that both the buildings I and J have their frontage to D P Road. The I and J. plot building is not shown at corner of two roads i.e. junction of two roads in certified copy of the sanctioned layout plan exhibit 141. The plaintiffs witness from PMC Shri Sudhir Kadam admitted in cross-examination that the layout of the subject matter is sanction by PMC. He admitted that no location of building I and J is changed since1998 till today. Plaintiff's witness from building department of PMC admitted that at present FSI admeasuring 4085 square meters and location of the said FSI is still reserved. He further admitted that the complaints were inquired and which were filed by plaintiff and all the complaints were disposed off. The two buildings can be constructed by consuming FSI 4085 square meters at the location of building I and J. in plan exhibit 219. That location of building I and J. never changed since 1998 in sanctioned plan exhibit 141 till this date. The learned advocate for the defendants further submitted that the plaintiff is relying upon the documents which are executed by the defendant number1 with other developers and promoters, Shri Gholap, Shri Kher, and others. The map which is annexed to the agreement of Gholap and Kher, the location of building I and J. to be given to plaintiff are shown in the middle portion having full frontage to DP Road. The plaintiff relied upon the deed of assignment of development rights exhibit 264; therein the building I and J. are shown. The building I and J. were to be given to plaintiff, at no point of time were shown at the junction of two roads i.e. DP Road and a road leading to Mahatma Society. The defendant number1 has left building I and J unutilized. Accordingly there is an endorsement to their effect in plan was sanctioned by PMC Ex.219. Therefore it is the contention of the learned advocate for the defendants that the plaintiff has miserably failed to prove the location of building I and J, at the junction of two roads i.e. DP Road and a road leading to Mahatma Society.

10. No doubt the defendants admitted execution of the memorandum of understanding exhibit 226-230. The defendants admitted contents of all the said 5 memorandum of understanding. The defendants admitted the location of I and J. mentioned in Para 11 of the said memorandum of understanding. The memorandum of understanding made it clear the location of I and J that," it is specifically agreed by between the parties hereto that the location of the 100 feet DP Road is likely to be changed. In such an event even though the alignment of the road is changed the location of the building number I and J i.e. abutting to the DP Road having full Road frontage as shown in the copy of the tentative plan annexed hereto shall not be changed." The tentative plan no where mentioned the specific building I and J. The memorandum of understanding also no where mentioned the boundaries of building I and J. The defendant number2 has made his signature on the tentative plan. Admittedly U.L.C. order, the proposed layout of 10 buildings and the FSI statement and the retainable portion on which the building I and J are to be constructed including the proportionate FSI accruing as a result of DP Road and road widening, details whereof , i.e. Annexure A,B, and

C are not attached to these agreements. It is further admitted fact on record that the building plan was already submitted prior to execution of these agreements. The layout of the suit property described in Para 1 of the plaint was sanctioned on 4.3.98 by PMC, produced on record at exhibit 141. Plaintiff in cross-examination admitted that he took Xerox copy of sanctioned layout plan from defendant number1 and 2 from their Aundh office in March last week of 1998. He has produced copy of said the sanction layout plan which he received in 1998. Plaintiff admitted that I and J. plot is not shown at corner of two roads i.e. Junction of two roads in the said certified copy of layout sanctioned plan exhibit 141. Plaintiff admitted that numbering I and J. is not shown to building at junction of two roads shown in red boundaries in said tentative map of memorandum of understanding. Plan annexed with Mr. Khers agreement in which buildings are referred to by river names Ex. 239. It is seen from the agreement of Mr. Kher that the defendant had executed the said agreement with the said Mr. Kher in respect of property mentioned by river "NARMADA, SINDHU, ALKANANDA, ZELAM, SATLAJ & MANDAKINI." The defendant no. 2 Vijay Dadhe admitted in cross examination that the joint venture (Ex.239) is in respect of the property by river name as above. The conceptual plan annexed with the Agreement of Mr. Kher no where shows that the portion "FOUNTAIN COURT" is allotted to plaintiff. MR. Kher, who is defendant no. 34, has not filled written statement. Mr. Kher is not party the subject matter of M.O.U. Mr. Kher's agreement is not also the subject matter of M.O.U. and no pleading to that effect in plaint. Mr. Kher admitted that he was given the rear side buildings. Plan annexed with Mr. Gholap's agreement in which buildings are referred to by river names. Mr. Gholap's building was on the rear side i.e. middle portion of entire property by name GOMATI & GODAVARY, as shown in plan annexed with the plan of defendant no. 35 Ex 94. Mr. Gholap's agreement is not subject matter of the M.O.U.and there is no pleading to that effect in plaint. Admittedly the agreement of Mr. Kher and Mr. Gholap are cancelled. It appears from the evidence on record that, since 1998, the plaintiff was very much aware of the same building layout, in which the building I and J. are shown on the inner side of layout having full frontage to D P Road. No complaint is made by the plaintiff about the same since 1998. No relief sought by the plaintiff to get revised plan of building plot I and J as a case set up by the plaintiff against the defendants. From plain reading of the memorandum of understanding, clause 11 stated that building I and J having full frontage of D P Road but it is not stated that the buildings I and J having full frontage of D P Road and Tar road i.e. Junction of two roads. Moreover the plaintiff admitted in cross-examination that the building plot I and J. is shown on both the sides 100 feet D P Road, in the said certified copy of sanctioned layout plan exhibit 141. The plaintiffs witness Sunil Hingmire, who was Architect of plaintiff's projects, stated in cross examination that he had seen the sanctioned layout plan in 1998, which is same at Ex. 141. He admitted that the plot I and J is not shown at corner in plan Ex. 141. Plaintiffs witness Mr. Vijay Shivtare and Sudhir Kadam made it clear during cross examination that the location of building plot I and J are never changed, since 1998 (Ex. 141). Plaintiffs witness Atul Panse testified that at the time of execution of the M.OU, the plan was submitted to P.M.C. He has signed

the said 5 M.O.U. as a witness. However he made it clear in cross that the Annexure A, B and C referred in all these agreements are not attached with them. He further stated that the plaintiff and other persons had seen the said already submitted layout plan to P.M.C., when the agreement was entered into. Moreover the plaintiffs witness Pramod kulkarni, who is broker, stated in cross that he was not present when negotiations took place between plaintiff and defendant no. 1 and 2. He was not present at the time of executions of agreements (Ex.226-230). He learnt from Mr. Atul Panse that the transaction was F.S.I of 4085 sq. mtrs. His evidence is hearsay and not helpful to the plaintiff. In the circumstances and facts, I hold that the plaintiff has not satisfactorily produced documentary evidence to show that the defendant number1 and 2 had agreed to allot the F.S.I. on plot I and J, on location at the junction of D P Road and Mahatma Society Road. The documentary evidence shows that the plot I and J. is situated on both sides of D P Road, having full frontage of the said to D P Road. Therefore the plaintiff has not proved its theory as regards the location of plot I and J, situated at junction of DP Road and Mahatma Society Road.

11. As per order 7 rule 3 of civil procedure code, the plaint shall contain a description of the property sufficient to identify it. The learned advocate for the plaintiff submitted that since the suit property at junction of two roads and highlighted by red colour and properly demarcated with the description in schedule of agreements as well as a description in plaint, and hence can be properly identified by pleadings of the plaintiff. Admittedly the plaintiff is claiming FSI on retainable portion of land from and out of the entire land, which is the undivided property. Since the transaction is for acquiring FSI and of assignment of development rights of FSI on retainable portion along with proportionate rights, title and interest in roads and open spaces, as mentioned in the agreements. The defendants are denying the location of plot I and J., which is claiming by the plaintiff, situated at the junction of two roads. It is to be noted that the point of location plot I and J is kept open. The parties to suit clearly understood about plaintiffs contention of the location of suit property. The defendants have filed written statement by denying the location of the suit property, which is claiming by the plaintiff in the suit. The plaintiff is claiming specific performance of plot I and J as highlighted in red colour in map annexed to the agreements and the description of the property mentioned in schedule of the M.O.U. Hence I hold that the plaint contains a description of the property sufficient to identify it.

12. The learned advocate for the plaintiff submitted that the transaction is regarding FSI along with two plots and not mere FSI. In spite of order of the Hon High Court in appeal from order, the defendants have not left the and FSI of 4085 square meters. In the sanctioned layout the area for I and J. buildings is kept only 1287 square meters each, totaling 2574 square meters and not 4085 square meters as per the order of the Hon High Court. Even plinth area is not kept 970.80 square meters and it is kept around 647 square meters only and in some layouts it is kept 907 square meters. The defendant no.1, 2 and 35 has altered

the areas of injunction property also, while obtaining the sanction for revised layouts by the defendants from PMC. Admittedly the defendant number 35 filed affidavit before the Hon High Court about retaining 4085 square meter of FSI on I and J. plots. On this point the learned advocate for defendants submitted that their Architect Mr. Prakash Sharma has given certificate dated 31.7.04 that" in the approved layout building number I and J (along with other buildings) were shown as parking plus 4 Upper floors. Subsequently this layout i.e. (DPO/4969/III/700 dated 4.3.98) was modified and revised from time to time is required by the present developer M/s Viraj properties as well as the old developer M/s Dadhe constructions private limited while getting revised the approval from time to time to the original approved layout the location and all other things which were approved originally, were kept, unchanged for buildings I and J. while getting approval to the detailed buildings plans the FSI of 4085 square meters and ground coverage of 970 sq. mtrs. were kept unused against building numbers I & J as per the Hon'ble High Courts order dt. 28.11.2001. This 4085 sq. mtrs.F.S.I. is kept unused from the total permissible one F.S.I. of the said Kothrud Property. The permissible T.D.R. potential against F.S.I. of 4085 sq. mtrs. is also kept unused". The plaintiffs witness Vijay Shivtare made it clear during cross examination that at present FSI of 4085 is kept unused for Plot I and J and there is endorsement to that effect in plan at exhibit 219. From perusal of the said plan exhibit 219, it is seen that FSI of 4085 is kept unused/ reserved for plot I and J as per the order of the Hon High Court. As I have already discussed above that the plaintiff has not statistically proved that the location of building I and J situated at junction of DP Road and Mahatma Society Road. The tentative plan annexed with the memorandum of understanding nowhere described the building I and J. Already the plan was submitted to PMC, when the memorandum of understanding were executed and plaintiff was aware about the said plan and the said plan was sanctioned by PMC on 4.3.98 and therein the plot I and J is shown inner side i.e. middle portion of the property. The defendants no. 1and 2 have admitted that they have received total Rs. 25 lacks. The defendant no 1 and 2 categorically pleaded in Para 11, 12 and 13 of evidence affidavit (Ex.248) that they are and were ready and willing to give buildings I and J and T.D.R. of D P road as shown in plan dt. 4.3.98. It is to be noted that the defendant no. 35 has made substantial construction on front plots, at the junction of two roads. The plaintiff in alternatively claimed for specific performance of plot I and J as shown in sanctioned plan dt. 4.3.98, if court comes to the conclusion that the specific performance cannot be granted on front prime plots, at junction of two roads. The learned advocate for the plaintiff submitted that the plots mentioned in the agreements and maps accompanied thereto have greater commercial potentials than the plots suggested and stated by the defendant no. 1, 2, and 35. The defendants advocate strongly denied the above contention of the plaintiffs advocate as regards commercial potential. So far as point of location is concerned much is discussed above and hence I hold that if the plaintiff does not prove location of plot I andJ was at the junction of two roads, the question of granting specific performance of front plots at the junction of two roads will not survive and cannot be granted. However the agreements/

M.O.U. are still in force and never terminated by the defendants no. 1 and 2. and hence the plaintiff is entitled for specific performance of plot I and J as shown in plan dt. 4.3.98 and 4085 sq. mtrs.F.S.I of the said plot I and J along with proportionate rights on roads, open space etc. more particularly rights mentioned in these agreement.

13. On the point of compensation, the learned advocate for the plaintiff submitted that the government approved valuer Shri G. L. Kulkarni's valuation report and report about consequent damages/disadvantage to the plaintiff on due to change in location needs to be considered. As per the report of valuer plaintiff is deprived of Rs 153.50 lacks, due to changes in location of the scenario-I i.e. property at junction of two roads and location of scenario-II i.e. property at midway rear location, as mentioned with detailed calculations in report exhibit 142. If this Hon court comes to the conclusion that specific performance for front prime commercial property at junction of two roads cannot be granted, alternatively specific performance can be granted for rear midway location along with compensation for loss of business grew to difference in location. The Hon High Court in appeal from order number 837 of 2001 and ordered in conjunction of specific relief act, section 18 in Para 5 on page 5 of the order that it was submitted by the appellants that the location of the two plots I and J. in respect of which injunction has been granted by this order, are not as per the agreement, it would be open to the appellants to make such claim and he may desire in this respect. Admittedly I discussed above on the basis of voluminous documentary evidence that the location of plot I and J is never changed in sanctioned plan since 1988. The valuer Shri. Kulkarni made it clear during the course that he has assessed profit of plot I and J on the basis of M.O.U and plan annexed with these M.O.U. The valuer admitted that the transaction was of F.S. I. Of 4085 sq. mtrs. The valuer denied that the valuer can only assess the profits of construction of the exisisting building. Admittedly the plaintiff has not produced documentary evidence to show that he made booking of flat at plot I and J. One cannot assess the profit in construction of imaginary building. I am of the opinion that the plaintiff has not proved that the defendants have illegally changed location of plot I and J and since no breach is proved the question of calculating the compensation/damages in loss of business of plaintiff will not arise and plaintiff cannot entitle for any compensation/damages as prayed

14. Plaintiff and defendants relied on many authorities of various Hon'ble High Courts. Considering the nature of the dispute I would like to refer the relevant authorities only. In reported case therein it has been held that " the plaintiffs are professional builders/contractors and Gurudv Developers Vs Kurla Konkan Niwas Co-op. Hsg. Society 2000(3) Mh.L.J. 131, their aim in entering into the suit agreement was to make profit by completing building and selling the flats therein. Breach of such an agreement can be compensated by way of damages. No interest in land has been created by the defendants in favour of the plaintiffs under the said agreement." In reported case Lourdu Mari David and others Vs

Louis Chinnaya Arogiaswamy and others AIR 1996 S.C. 2814, therein it has been held that under section 20 of the Specific Relief Act," the decree for specific performance is in the discretion of the court but the discretion should not be refused arbitrarily. The discretion should be exercised on sound principles of law capable of correction by an appellate court." The above proposition of law is well accepted by both the parties. In the case at hand the plaintiff and defendant's no. 1, 2 and 35 are builders/contractors. The owners have entrusted the said property for development by an agreement dated 28.12.95 in favour of the defendant number 1 company and also given the power of attorney in favour of the defendant number 2. In pursuance of the development rights in respect of 817 square meters of the property, as mentioned in Para 1 of the plaint, the defendant no1 and the owners of the property have, through the defendant no 2, assigned the rights, title, and interest and benefits acquired by it by virtue of the agreements dated 28.12.95 unto and in favour of the plaintiff by 5 agreements dt.26.11.97., area involved in the said transaction is 4085 square meters. Admittedly the defendant's no. 1 and 2 have not terminated the suit agreements. The defendants admitted the receipt of payments of Rs. 25 lacks towards these agreements. The plaintiff is ready to pay balance consideration amount of Rs. 85 lacks to the defendant's no. 1 and 2, as per the agreements. The defendants in Appeal from Order before Hon'ble High Court filled affidavit that they are ready to ensure that the F.S.I of 4085 sq. mtrs. and the location of land corresponding to building I and J having total ground coverage of 907.80 sq.mts, is kept unused. Accordingly the defendants have kept reserved/unused F.S.I of 4085 sq. mtrs. of location of land corresponding building I andJ as per plan Ex. 219 and there is also endorsement to that effect therein the plan. The defendant no 1 and 2 categorically pleaded in Para 11, and 13 of evidence affidavit (Ex.248) that till 1999 or even thereafter and even after filling of this suit they were ready and willing to give buildings I and J with a potential to consume FSI admeasuring about 4085 sq.mtrs.to plaintiff as shown in plan dt. 4.3.98. In Para 12 of evidence affidavit the defendant pleaded that he has agreed to assign development rights in respect of entire layout except buildings I and J and TDR of 100' DP Road to M/s. Viraj Properties. He has mentioned the right of MR. Bhushan Kulkarni about building I and J. The defendant 2 admitted in cross that he is ready to perform his part of the contract as per M.O.U. Architect Mr. Prakash Sharma has given certificate dated 31.7.04 that the permissible T.D.R. potential against F.S.I. of 4085 sq. mtrs. is also kept unused In such set of facts, I am of the opinion that specific performance can be granted in favour of plaintiff on the basis of M.O.U. in respect of the plot I and J, having F.S. I. Of 4085 sq. mtrs. along with proportionate rights, title and interest in roads and open spaces, etc.i.e. F.S.I. as agreed between the parties, vide Para 1 of the M.O.U., as per location in sanctioned plan dt. 4.3.98 and as shown the reserved F.S.I of 4085 of plot I and J in plan at Ex. 219 as per the order of Hon'ble High Court and TDR potential against FSI of 4085 sq. mtrs.kept unused. The plaintiff is also entitled to get perpetual injunction against the defendants from creating any third party interest in favour of any person other than the plaintiff in respect of F.S.I./TDR of 4085 sq. mtrs. of plot I and J as per sanctioned plan dt. 4.3.98 and it is kept reserved

as per plan Ex. 219.

15. In view of the above discussion in forgoing paras, I have no hesitation to answer issue no. 1, 3, 5, 7, and 9 in affirmative and issue no. 2.4.6.and 8 in negative. Hence I proceed to pass following order.

ORDER

1. The suit is partly decreed with costs.

2. The defendant's no. 1 and 2 are hereby directed to execute necessary conveyance of the F.S.I. of 4085 sq.mtrs.of Plot I and J as per the sanctioned plan dt. 4.3.98 Ex. 141 and it is kept reserved/unused as per plan Ex. 219, along with proportionate right title and interest in roads and open spaces, etc. as per M.O.U.(Ex. 226-230) and TDR potential against F.S.I. of 4085 sq. mtrs. to plaintiff by accepting balance consideration of Rs. 85 lacks within two month, if defendants fails to execute necessary conveyance, plaintiff is to deposit Rs. 85 lacks in the court and to get execute conveyance by appointing court commissioner.

3. The defendant's no. 1 and 2 are hereby restrained by an order of perpetual injunction from alienating or creating any third party interest in any manner in the plot I and J, having F.S.I. of 4085 sq. mtrs.and TDR potential against F.S.I.of 4085 sq.mtrs, kept reserved/unused

4. Decree be drawn up accordingly.

Date; 28.3.05
Pune

(R.K.Malabade)
3rd Jt. C.J.S.D.PUNE.

SPL-1145/2000

Decree

Decided on

28/03/05

Decree.

IN THE COURT OF THE CIVIL JUDGE,
SR. DIVISION, PUNE
SPECIAL CIVIL SUIT NO. 1145/2000

Exh. 363

M/s. Bhushan Kulkarni & Associates Pvt. Ltd.
A Company incorporated under the
Companies Act, 1956, having its office at
2, Indraprastha Chambers,
Near Ambar Karyalaya, 1, Mayur Colony,
Karve Road, Pune – 411 029
Through it's Director,
Shri. Bhushan Bal Kulkarni,
Adult, Occupation – Business,
having his office at 2, Indraprastha,
1- Mayur Colony, Karve Road,
Pune – 411 029 **... PLAINTIFF**

Versus

1) **M/s. Dadhe Constructions Pvt. Ltd.**
a company incorporated under the
Companies Act, 1956, having its
Registered office at "Anandghan", 156/1,
Aundh, Opposite I.T.I., Pune – 411 007.
The summons to be served on its Director
Shri. Vijay Narayan Dadhe, Adult, '
Occupation : Business, having the office
At Anandghan, 156/1, Aundh,
Opponent. ITI, Pune-411 007 **... DEFENDENTS**

2) **Shri. Vijay Narayan Dadhe,**
Adult, Occupation : Business,
Residing at : 438/1, Gokhale Road,

"Atharva" Bunglow, Pune – 411016
For himself and also as the duly
Constituted Attorney of Landlords namely
Shri. Mahadev Dhondiba Korde,
Prakash Mahadev Korde and family
& Shri. Babulal Dagduram Mutha & members
of the family, (service to be made under Order
V Rule 12, 13, & 14 of the CPC)

3) **Shri. Manikchand Dagduram Mutha,**
Age about – 73 years, Occupation : Business,
Residing at 134, Nana Peth, Pune – 411002

4) **Sou. Gopibai Manikchand Mutha - Deceased**
Age about 65 years, Occupation – Household,
Residing at 134, Nana Peth, Pune – 411002

5) **Shri. Motilal Manikchand Mutha**
Age about 51 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

... DEFENDENTS

6) **Shri. Mahendra Manikchand Mutha**
Age about 42 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

7) **Shri. Ajit Manikchand Mutha**
Age about 38 years, Occupation – Service,
Residing at 134, Nana Peth, Pune – 411002

8) **Smt. Icharajbai Chandmal Mutha**
Age about 70 years, Occupation – Household,
Residing at 134, Nana Peth, Pune – 411002

9) **Shri. Jaykumar Chandmal Mutha**
Age about 48 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

10) **Shri. Satish Chandmal Mutha**
Age about 42 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

11) **Shri. Rajendra Chandmal Mutha**
Age about 39 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

12) **Sau. Devendra Surendra Mutha**
Age about 36 years, Occupation – Household,
Residing at Karve Road, Pune – 411 004

13) **Sau. Nandini Rajendra Chopda,**
Age about 34 years, Occupation – Household,
Residing at – Satta Colony, Ahmednagar

14) **Sau. Kussum Vasantlal Mutha,** **... DEFENDENTS**
Age about 62 years, Occupation – Household,
Residing at Bhakti Apartment,
Shankarsheth Road, Pune – 411 042

Smt. Indubai Kantilal Mutha
Age about 54 years, Occupation – Household,
Residing at 134, Nana Peth, Pune – 411002

16) **Shri. Rajendra Kantilal Mutha**
Age about 32 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

17) **Shri. Sunil Kantilal Mutha**
Age about 30 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

18) **Shri. Ajit Kantilal Mutha**
Age about 28 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

19) **Sou. Mangala Sudhir Jhalori,**
Age about 35 years, Occupation – Household,
Residing at Raviwar Peth, Panchvati, Nasik

20) **Shri. Ramanlal Babulal Mutha**
Age about 54 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

21) **Shri. Narendra Babulal Mutha**
Age about 52 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

22) **Shri. Subhash Babulal Mutha**
Age about 40 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

23) **Shri. Prakash Babulal Mutha** **... DEFENDENTS**
Age about 40 years, Occupation – Business,
Residing at 134, Nana Peth, Pune – 411002

24) **Sou. Pushpa Sumatilal Kataria,**
Age about 53 years, Occupation – Household,
Residing at – At and Post Daund, Dist. Pune

25) **Sou. Shamabai Rameshlal Gandhi,**
Age about 43 years, Occupation – Household,
Residing at – Khadki, Pune – 411003.

26) **Smt. Jaywantibai Mahadeo Korde,**
Age about 71 years, Occupation – Household,
Residing at – 39, Sangam Society, Sangam Nagar,
Pune – Satara Road, Padmavati, Near Viveknanda
Smarak, Pune – 411 037

27) **Shri. Ashok Mahadeo Korde,**
Age about 51 years, Occupation – Business,
Residing at 1206, Shukrawar Peth, Korde Bldg.
Near Jayashree Hotel, Tilak Road, Opponent. Petrol Pump

28) **Shri. Prakash Mahadeo Korde,**
Age about 45 years, Occupation – Business,
Residing at Mahadeo Vihar, S. No. 61/1 + 2A,
Pune – Satara Road (Behind Rawat Brothers,
Raymonds Show Room), Pune – 411037

29) **Shri. Ajit Mahadeo Korde,**
Age about 43 years, Occupation – Business,
Residing at – 39, Sangam Society, Sangam Nagar,
Pune – Satara Road, Padmavati, Near Vivekananda
Smarak, Pune – 411 037.

30) **Shri. Vivekanand Mahadeo Korde,** **... DEFENDENTS**
Age about 38 years, Occupation – Business,
At Present in the United States of America,
Through his Power of Attorney holder
Sou. Seema Dilip Shinde,
Age about 40 years, Occupation – Household,
Residing at Vasantbaug Society, Gayatri,
Bibwewadi, Pune – 411 037

31) **Mrs. Urmila Alias Kumud Vijay Hemgude,**
Age about 48 years, Occupation – Household,
Residing at – 521, Shukrawar Peth,
Shivaji Road, Pune

32) **Smt. Pushpawati Alias**
Jayashree Tanajirao Khairnar,
Age about 45 years, Occupation – Household,
Residing at – Flat No. 1, Mahadeo Vihar,
Pune – Satara Road, Pune – 411009

33) **Mrs. Chhaya Sopanrao Chaudhari,**
Age about 41 years, Occupation – Household,
Residing at – 23-B, Shankarnanda Society,
Pune – Satara Road, Pune – 9

34) **M/s. Kher and Associates,**
having its office at Diamond Palace,
571, Shaniwar Peth, Pune
run by Shri. Jaydeep Kher,
Age about 36 years, Occupation – Building Construction
Residing at – Madhuban Co. Op. Society, Near Vaishali,
Hostel, F. C. Road, Shivajinagar, Pune – 5

35) **M/s. Viraj Properties,**
Having its office at 783, Bhavani Peth,
Near Nishat Talkies, Pune – 411002
Run by Shri. Rajas Vimalkumar Jain,
Age Adult, Occupation – Business,
Residing at – Napier Road, Camp,
Pune – 411 001 and
Shri. Aditya Jayant Dadhe,
Age – Adult, Occupation – Business,
Residing at : 22, Mukundnagar,
Vijay Apartment, Pune – 411037 **... DEFENDENTS**

Suit for Specific performance, Injunction and other Consequential reliefs.

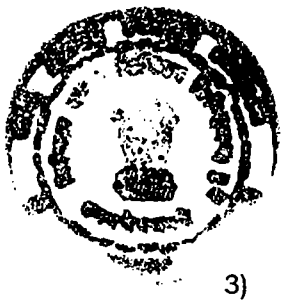
May it please this Hon'ble Court :

The Plaintiff abovenamed most respectfully states as under :

1) **Description of the Property :**

All that piece and parcel of the property bearing Survey No. 59/2/1, 59/2/2 to & (CTS No. 1802), Survey No. 60/2/1, Survey No. 60/2+3+4+5+6) CTS No. 1801, Survey No. 61/2-A/2+3+4+5+6 (CTS No. 1800) and Survey No. 61/3-A/2+3+4+5+6 (CTS No. 1799) of Village Kothrud, totally admeasuring about 6 H. 08.05 Arcs. situate at Kothrud, Taluka Haveli, Dist. Pune and also within the jurisdiction of Sub-Registrar Haveli No. 4 and within the local limits of Pune Municipal Corporation, Pune – 411005.

2) The property as described in para (1) above is jointly owned by Shri. Mahadev Kondiba Korde, Shri. Prakash Mahadev Korde (constituted attorney of other members of the family) and Shri. Babulal Dagduram Mutha and his other family members. These Owners have entrusted the said property for development by an agreement dated 28/12/1995 in favour of the Defendant No. 1 Company and also given the Power of Attorney in favour of the Defendant No. 2. It is submitted that the Defendant No. 2 is the Director of the Defendant No. 1 company as well as the constituted attorney of the Owners namely, the Kordes and Muthas.



3) In pursuance of the development rights in rcspcct of 817 sq. mtrs. Of the property as mentioned in para (i) above, the Defendant No. 1 and the Owners of the property have,



through the Defendant No. 2, assigned the rights, title, interest and benefits, acquired by it by virtue of the agreement/s dated 28/12/1995 unto and in favour of the Plaintiff by Five Agreements. Thus the area involved in the said transaction is 4085 sq. mtrs.

4) It is submitted that the Plaintiff has agreed to pay Rs. 22,00,000/- towards each agreement totaling Rs. 1,10,00,000/- (Rs. One Crore, Ten Lacs Only). Out of this amount the Plaintiff has paid the following amounts towards these agreements, to the Defendant No. 1. The amounts paid by the Defendant No. 2 from time to time is as under :

Rs. 1,00,000/-	Ch. No. 94883	Dated 30.11.97
Rs. 1,00,000/-	Ch. No. 64884	Dated 30.11.97
Rs. 1,00,000/-	Ch. No. 94885	Dated 30.11.97
Rs. 1,00,000/-	Ch. No. 94881	Dated 30.11.97
Rs. 1,00,000/-	Ch. No. 94882	Dated 30.11.97
Rs. 4,00,000/-	Cash paid	

Subsequently, some more amounts have also been paid to the Defendant No. 1 and 2 towards these agreements and their respective installments.

5) By these five agreements, the Defendant No. 1 has appointed, nominated and constituted the Plaintiff to develop the said property either by itself or through it's nominees

developers and/or sub-developers and assignees, in respect of 4085 sq. mtrs. (together with proportionate share and right and benefits in respect of roads and open spaces etc. of the said entire layout) i.e. from Building No.s I and J, as shows on 'record-plan', which is attached to these agreements. The consideration was calculated at the rate of Rs. 2,693/- per sq. mtrs., taking into consideration the permissible FSI that would by sanctioned by the Pune Municipal Corporation.

6) It is submitted that the Plaintiff and the Defendants had expressly agreed that the Building Nos. I and J shall form part of the retainable vacant land of the Owners under Urban Land (Ceiling & Regulations) Act, 1976.

7) The Defendant No. 1 has agreed to get the building lay-out sanctioned within a period of One month from the date of the agreements. It was also undertaken by the Defendant No. 1 to get the building plans sanctioned from the Pune Municipal Corporation within two months as per the Development Control Rules and bye-laws. The Defendant No. 1 has also undertaken to get the N.A. order from the Additional Collector, Pune and all other permissions that are required for development of the property. The Defendant No. 1 has given the sole and exclusive right to develop the said property either by itself or through any other agency and/or the Plaintiff, was authorized to assign, transfer and alienate

these rights to any other person. It was also agreed to remove the defects in title, if any, and to make the property clear, transferable and marketable at the costs of the Defendant No. 1. The Defendant No. 1 has categorically assured and represented that the rights which were conferred upon the Plaintiff were valid, subsisting and binding on the Owners. The Defendant No. 1 has also undertaken to obtain the consent from the Owners, if required, for this assignment. The Defendant No. 1, through the Defendant No. 2, has indemnified the Plaintiff and keep him indemnified in future. In fact the Defendant No. 1 was under obligation even to get the consent from the Owners for this assignment even though the Defendant No. 1 has a right to assign the rights and benefits of the scheme. It is submitted that after getting the entire consideration as agreed between the parties, the Defendant No. 1 was under obligation to cause the necessary deeds, documents including the conveyance/s between the Owners on the one hand and the Plaintiff or it's nominee, successors, flat purchasers, Society or the Association of the Apartment, as desired by the Plaintiff. The Defendant No. 1 was under obligation to obtain a certificate u/s. 230-A of the Income Tax Act after getting clearance from the Income Tax authorities and other necessary permissions from the appropriate authorities. The Plaintiff was also authorised to raise the finance from the bank or from any financial

institution by creating charge on the said property. It was also made clear that in the event of the change in 100 feet D.P. Road, the location of building No. I and J abutting to the D. P. Road, having full road frontage will not affect in any manner.

8) It is submitted that the Plaintiff has paid the substantial amount under these agreements to the Defendant No. 1 as mentioned in para (4) above and he was always ready and is ready and willing to pay the remaining / balance amount to the Defendant No. 1 as per the agreements. As against that the Defendant No. 1 and 2 have not made the compliance as per the terms of the agreements such as sanction of the plan, N. A. order, removing the defects of title etc. As a matter of fact this compliance was to be done within a period of three months and if not the Defendant No. 1 was under obligation to pay the interest at the rate of 14% p.a. on the amount, till then paid by the Plaintiff to the Defendant No. 1. It is submitted that the Plaintiff has started paying the installments since the execution of these agreements and about three years are over since then. In between also the Plaintiff has paid the stipulated installments from the time to time to the Defendant No. 1 towards this transaction. The Defendant No. 1 has accepted those amounts from the Plaintiff from time to time, however, has not made any compliance, which the Defendant No. 1 is under obligation to

do. The Defendant No. 1 and 2 have been misleading and giving false excuses from time to time to the Plaintiff since beginning. It is submitted that the Defendant No. 1 and 2 have committed the 'breach or breaches' of the agreements executed between the Plaintiff and the Defendant No. 1. As the terms of the contract have been violated by the Defendant No. 1, the Plaintiff has a right to seek the specific performance and other consequential reliefs, i.e. the remedy provided under the act.

9) The Defendant No. 1 and 2 are causing 'wrongful loss' to the Plaintiff by not making compliance under the agreement. As against that the Defendant No. 1 and 2 are trying to get 'wrongful gain' at the cost of the Plaintiff. And the Defendant No. 1 is under obligation to make good these losses likely to be caused to the Plaintiff.

10) It is submitted that the Plaintiff was authorised even to execute the agreements with the prospective purchasers of the flats in the proposed scheme as mentioned in para 7 of the plaint. It is also submitted that in pursuance of the said clause, the Plaintiff has booked certain / some flats in the scheme and now they are demanding the possession of the concerned flats from the Plaintiff. This situation has arisen due to the ulterior motive and malafide intentions of the Defendant No. 1 and 2. And hence the Defendant No. 1 is required to be directed to make the necessary compliance

under the agreements executed by it in favour of the Plaintiff.

11) It is submitted that the Plaintiff has invested huge amounts for the project since last three years. The Plaintiff has also made commitments to give the flats on the ownership basis to some of the purchasers. These purchasers are demanding immediate possession and the Plaintiff has no answer to give. It is likely that these purchasers may demand the compensation / damages if the possession of the respective flats are not given to them. Under these circumstances, the Plaintiff is under obligation to pay them the damages as per their demand. In this situation the Plaintiff may face financial problems and the Defendant No. 1 and 2 are liable and responsible for make good these losses.

12) It is submitted that even after paying a huge amounts the Plaintiff is not in a position even to start the ownership scheme on the said property. The Plaintiff is suffering due to the non-action and/or deliberate attempt to frustrate the agreement on the part of the Defendant No. 1 and 2. Under these circumstances, the Plaintiff will suffer irreparable loss which will not be compensated in terms of money. Not only that the Plaintiff is required to suffer for 'no fault' on it's part. As such the balance of convenience is also in favour of the Plaintiff. Hence the Defendant No. 1 and 2 are under obligation to make good the loss caused to the Plaintiff. The

Plaintiff is also entitled to get the proportionate rights and benefits in roads and Open spaces of the said Lay out. The Defendant No. 1 and 2 have acquired some TDR (Transfer of Development Rights) regarding roads in the said Layout and are trying to dispose of the said TDR illegally without giving any consideration to the Plaintiff.

13) Considering all these aspects, the Plaintiff is filing this suit for enforcement of it's right on the basis of these agreements praying for specific performance of the contract. It is likely that it will take some considerable time for the hearing of the suit and till then the Defendant No. 1 and 2 are required to be restrained by issuing injunction from alienating or transferring the property in dispute to any third party and/or disposing of TDR regarding Roads etc. to any third party. The Plaintiff is entitled to obtain the specific performance of the said property and in addition to that the Plaintiff is also entitled to get the interest at 24% p.a. on the amounts paid by him to the Defendants from time to time and towards the compensation of loss of business / delay which could be quantified at Rs. On Crore, in addition to the specific performance.

13 A) The Defendant nos. 1, 2 and 35 have been raising contention that a rear portion of the suit property is the agreed plot no. 'I' and 'J' and that they have kept those open as per the order of the Hon'ble High Court in A. O. No. 837/01. The

Plaintiffs state that the plot nos. 'I' and 'J' are on the front side as per the agreements dtd. 26/11/97 and as per the maps accompanied thereto. When the Defendant no. 35 started construction on the plots shown in the maps attached to the agreements dtd. 26/11/97, the Plaintiff complained to the Pune Municipal Corporation who had stopped the construction works. However, the Defendant no. 1, 2 and 35 could manage to get the works restarted from the corporation and have continued the construction activities. No injunction is granted by this Hon'ble Court on application filed by the Plaintiffs. This Hon'ble Court has kept the question of location open in its order. It is pertinent to note that without deciding the question of location issue and without making any application for deciding the location issue, the defendant no. 35 are constructing on front prime commercial location to gain additional profits wrongfully. Under these circumstances, and if the Hon'ble Court comes to the conclusion that specific performance can not be granted because of substantial constructions on front prime plots, as per maps highlighted attached to agreements dated 26/11/97, then in that case the plaintiff claims for specific performance of the plots "I" and "J" as stated, admitted and suggested by the Defendant no. 1, 2 & 35.

However, the Plaintiffs would be causing great loss and damage by obtaining specific performance of the plots

suggested, stated and admitted by the Defendants. The plots mentioned in the agreements and the maps accompanied there to have greater commercial potentials than the plots suggested and stated by the Defendant nos. 1, 2 and 35. If those plots are allotted by specific performance, the Plaintiff claims additional relief of compensation to the tune of Rs. 1 crore for loss due to location difference, for loss of business, damages etc. with interest at the rate of 24% per annum from the date of sanction of the layout plan from the P.M.C. i.e. from 4/3/98. This claim for compensation & damages is made in addition to the specific performance, as per directives of Hon'ble High Courts order in A. O. No. 837/2004.

14) It the Hon'ble Court comes to the conclusion that the 'specific performance' of the contract can not be given, then the Defendant No. 1 and 2 be directed to pay Rs. 4,50,00,000/- towards the amounts paid, interest at 24% from the date of the payment till it's relisation, damages, compensation for loss caused, loss of business, mental torture etc. It is submitted that as this property was taken for development the Plaintiff could not negotiate any other property for the development and hence he is stuck up in the deal.

15) The cause of action is within the jurisdiction of this Hon'ble Court, first arose on 26/11/97 and continued to arise every day thereafter.

The suit is valued at Rs. 4,50,00,000/- and adequate court fee is paid thereon.

16) The Plaintiff therefore prays that :

a) The Defendants may be directed to make the necessary compliance as stated in the agreements and execute the conveyance in favour of the Plaintiff and decree for the specific performance be passed in the suit along with Rs. One Crore for loss of business.

b) The Defendant No. 1 and 2 be restrained from transferring or alienating the suit property and / or TDR in respect of the said Lay-out and / or creating the third party interest.

c) The Interim relief in terms of prayer No. 16(b) be given.

16 (C1) It is prayed that in case the Hon'ble Court comes to the conclusion that the specific performance in respect of plots as per maps attached to agreements dated 26/11/97 and highlighted are not possible, then in that case the plaintiffs, may be granted the specific performance of the plots 'I' and 'J' as stated and suggested by Defendant no. 1, 2 & 35 and as per

Hon'ble High Court's directives in A. O. No. 837/2001 alongwith additional relief of compensation to the tune of Rs 1 Crore (Rupees one crore) against damages, loss due to location difference, loss of business etc. alongwith interest at the rate of 24% per annum from the date of sanction of the layout plan from PMC i.e. 4/3/98.

d) The costs for the suit be awarded to be Plaintiffs.

e) ALTERNATELY, the Defendant Nos. 1 and 2 may be directed to pay Rs. Four Crore Fifty Lacs Only to the Plaintiff.

f) Any other just and equitable relief/s in the interest of justice be passed in the matter.

This suit is coming before Shri R. K. Malabade 3rd Jt. Civil Judge, Senior Division, Pune for final disposal. Shri S. P. Deo Advocate for Plaintiff, Shri D. R. Athawale Advocate for defendant No. 1 and 2, defendant No. 3 to 34 Ex Partie, Shri S. K. Jain Advocate for defendants No. 35.

It is ordered that,

ORDER

1) Suit is partly decreed with costs.

2) The defendant No. 1 and 2 are hereby directed to execute necessary conveyance of the F.S.I. of 4085 Sq. Mtrs. of Plot I and J as per sanctioned plan dated 4/3/98, Exh - 141 and it is kept reserved / unused as per plan Exh - 219, along with proportionate right title and interest in roads and open space etc as per M.O.U. (Exh. 226 to 230) and T.D.R. potential against F.S.I. of 4085 Sq. Mtrs. to Plaintiff by accepting balance consideration of Rs. 85 lacks within two months, if defendants fails to execute necessary conveyance, plaintiff is to deposit Rs. 85 lacks in the court and to get execute conveyance by appointing court commissioner.

3) The defendant's no. 1 and 2 are hereby restrained by an order of perpetual injunction from alienating or creating any third party interest in any manner in the plot I and J, having F.S.I. of 4085 sq. mtrs. and TDR potential against F.S.I. of 4085 sq.mtrs, kept reserved/unused.

4) Decree be drawn up accordingly.

Date : 28/3/2005
Pune

Sd/-xxx
(R. K. Malabade)
3rd Jt. C.J.S.D.PUNE

Costs of suit.

Plaintiff		Defendant.	
1. Stamp on Exh.1.	2,08,250-00	1. Vakalatnama Exh.8 deft.1,2	3.00
2. Vkalatnama Exh.12	3-00	2. Advocate fee	2,85,250.00
3. Process Fee on Exh, 25,62,68,77,170	267-55	Total..	28 5,253.00
4. Advocate Fee	28 5,250-00	1. Vakalanama Exh.88..deft 35	10.00
		2. Advocate Fee	2,85,250.00
Total.	4,93,770.55	Total..	2,85,260.00

Given under my hand and seal of the court this 28th March 2005.

Prepared by:

(R.K. Malabade)
3rd Jt.Civil Judge,S.D.
Pune.

Assistant Superintendent
Civil Court, Pune.

Advocate for plaintiff. Shri [illegible] D.S.

Advocate for Defendant No. 1 and 2 Shri.D.R. Athawale.

Advocate for Defendant No.35 Shri.S.K.Jain.

Expartee order against defendant Nos. 3 to 34.

TRUE COPY

16/11/24

(Mrs. S. D. Kadam)
Assistant Registrar
High Court, Appellate Side
Bombay 400 032

EXHIBIT — 8

220

Exhibit-8

Read By :

Compared By:

Examined By: Shri.V.D.Kode,
Shri.S.K.Dadhe,

A.S. :
S.O. : 4
S.B. : 2111

Paggas: 6

Typing and Comparing charges :

	Rs.	Ps.
	15	00
Total :	15	00

(1) Date of Application 20/1/10
(2) Date of objection
(3) Application
(4) Copy for 18/1/10
(5) Copy was ready on 21/1/10
(6) Copy was delivered on 21/1/10

Total Rupees Fifteen and Paise — only.

Compared
Bombay Branch
Sides

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE

Order passed by the High Court in the case of :-

M/s.Bhusham Kulkarni & Associates Private Limited, a Company incorporated under the Companies Act, 1956, having its Office at – 2, Indraprastha Chambers, Near Amber Karyalaya, 1, Mayur Colony, Karve Road PUNE 411029, through its Director, Shri BHUSHAN BAL KULKARNI Age-Adult, occ: Business, having his Office at 2, Indraprastha 1, Mayur Colony Karve Road, PUNE 411029

...APPELLANT
(Original Plaintiff)

v/s

(1) M/s.Dadhe Constructions Private Limited A Company incorporated under the Companies Act, 1956, having its Registered Office at "Anandghan", 156/1, Aundh, Opposite I.T.I., PUNE 411007

2/—

118

(35)

Summons to be served on its Director
Shri VIJAY NARAYAN DADHE
Age-Adult, occ: Business, having his
Office at Anandghan, 156/1, Aundh,
Opp.I.T.I, PUNE 411007

(2) Shri VIJAY NARAYAN DADHE
Age-Adult, occ: Business, residing at
138/1, Gokhale Road, "Atharva" Building
PUNE 411016

For himself and also as the duly constituted
Attorney of Landlords – viz.
MAHADEV DHONDIBA KORDE,
PRAKASH MAHADEV KORDE & Family
BABULAL DAGDURAM MUTHA
Members of the family,

(Services to be made under Order 5, Rule 12,
13, 14 of the Code of Civil Procedure, 1908) ...DEFENDANTS

Being Appeal From Order No.837 of 2001, Preferred against the Order dated 5th September,2001, below Exh.16 passed by the II Joint Civil Judge Senior Division at Pune in Special Civil Suit No.1145 of 2000.

AO 837/01

Shri Nitin P. Deshpande for the Appellant
Shri Girish S. Godbole for Respondent Nos.1 and 2.

CORAM : S.J. VAZIFDAR, J.
DATED : 28TH NOVEMBER, 2001.

P.C. :

The impugned order dated 5th October, 2001, rejected the Appellant's application for injunction, restraining the Resoondents from changing the lay-out and from re-allotting the disputed plot and creating any third party interest as well as making any construction on the disputed land pending the final decision in the suit.

2. The said agreement was entered on 26th November, 1997. Thereafter third party interests have also intervened. The agreement however, had not been terminated and the Appellants had already paid a sum of Rs:9,00,000/to Respondent No.1 pursuant to the agreement. The Respondents have made the following statement in affidavit in reply filed in this Court :-

"The Respondents are ready to ensure that the F.S.I. of 4085 sq. mtrs. and the location of land corresponding to buildings I and J having a total ground coverage of 907.80 sq. meters, is kept unused; subject to such terms and conditions as this Honourable Court may impose on the Appellant."

3. In view of the intervening circumstances, the ends of justice would be met if the following order in terms of the statement is bassed :-

The Respondents shall ensure that F.S.I. of 4085 sq.mtrs. and the location of the land corresponding to the buildings 'I' and 'J' shall be kept by the Respondents unused pending and final decision of the suit. The location of the buildings 'I' and 'J' is demarcated on the plan annexed to the above affidavit. The statement of the learned counsel appearing on behalf of Respondent Nos.1 and 2 that F.S.I. of 4085 sq.mtrs. is available on the two plots on which the proposed buildings 'I' and 'J' are mntioned and that the same shall be available thereon, is accepted. The area of 970.80 sq.mtrs., it was stated by Mr.Godbole, refers to the plinth area of the proposed buildings on the plots on which the proposed buildings 'I' and 'J' are mentioned. The Respondents are restrained from dealing with, disposing of, encumbering or creating any

third party right, title and/or interest in, to, upon or in respect of the said two plots and F.S.I. of 4085 sq.mtrs. available thereon. Mr.Godbole states that the third party in whose favour rights have been created viz. M/s.Viraj Properties shall be bound by this order. He states that he is authorized to make a statement by M/s.Viraj Properties that they will be bound by this order. The Appellant is at liberty to forward a copy of this order to M/s.Viraj Properties and seeks their confirmation of the same.

4. Mr.Godbole contended that the Appellant should be put to terms. The fact remains that on 26th November, 1997, agreement was entered into pursuant to which, at least a sum of Rs.9,00,000/- was paid. The Appellant's case is that he has paid Rs.25,00,000/-. The agreement has not been terminated. In the circumstances, I do not see any reason why the Appellant should be put to any further terms.

5. It was submitted by the Appellant that the location of the two plots 'I' and 'J' in respect of which injunction has been granted by this order, are not as per the agreement. It would be open to the Appellant to make such claim as he may desire in this respect.

6. In view of the fact that not only the interest of the parties but also the interest of various other purchasers would also affected by this litigation, the suit

(37)

is expedited. The Trial Court is requested to dispose of the suit as expeditiously as possible and in any event on or before 30th April, 2003.

7. All the rights and contentions of the parties are kept open.

The A.O. and C.A. are accordingly disposed of.

Parties to act on an ordinary copy of this order, duly authenticated by the P.S./Sheristedar of this Court.

28/11/2001

Sd/-D.V.Naik,
07/12/2001.
For Additional Registrar

TRUE COPY

ASSISTANT REGISTRAR

THE DAY OF 2001.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO. 1083 OF 2001

IN

APPEAL FROM ORDER NO. 837 OF 2001

NOTARY
NAME
DILIP R.
ATHAVALE
AREA PUNE - DIST.
REGD NO. 811
OF MAHARASHTRA

DISTRICT:PUNE

M/s Bhushan Kulkarni and Associates Pvt.Ltd ..Appellant

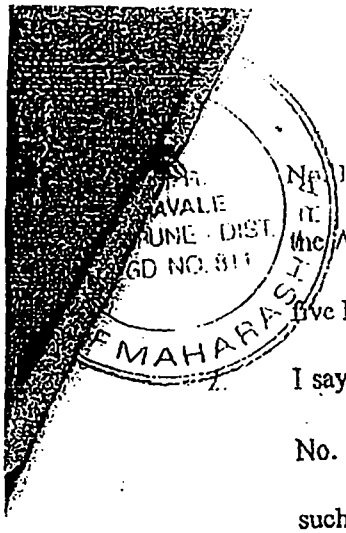
Versus

M/s Dadhe Constructions Pvt.Ltd. & Another ..Respondents

UNDERTAKING OF PARTNER OF M/S VIRAJ PROPERTIES

Herein, I, Rajas Vimalkumar Jain, the partner of M/s. Viraj Properties do hereby state on solemn affirmation as under.

1. I say that I am a partner of M/s Viraj Properties which is a partnership firm duly registered under the Indian Partnership act, 1932 having its office at 733, Bhavani Peth, Opp. Nishat Talkies, Pune 411 002. I say that M/s Viraj Properties has entered into a Memorandum of Understanding dated 2nd July 2001 with M/s Dadhe Constructions Pvt. Ltd., Respondent No. 1 herein. The said M.OU. is in respect of assignment/ transfer of development rights of various lands totally admeasuring 32318 sq.mtrs. from out of Survey No. 59/2/1, 59/2/2 to 6 (C.T.S. No. 1802) Survey No. 60/2/1, Survey No. 60/2/6 (C.T.S. No. 1801), Survey No. 61/2A/2 to 6 (C.T.S. No. 1800) and Survey No. 61/38/2 to 6 (C.T.S. No. 1799). I say that in the said M.O.U. the Assignor viz., Respondent No. 1 herein has made a specific reference to the fact that the appellant herein has filed Special Civil suit No. 1145 of 2000 which is pending in the Civil Court at Pune and the Respondent



Notice has made our firm fully aware about the five M.O.Us. executed in favour of the Appellant and the extent of rights conferred on the Appellant under the said five M.O.Us.

I say that my firm M/s Viraj Properties has stepped into the shoes of Respondent No. 1 herein and accordingly, my firm is aware that all the legal consequences of such assignment will follow. I say that my firm will not make any change in the location of building I and J even if the sanctioned lay out of the area admeasuring 32318 sq.mtrs. is modified or revised in future.

3. I undertake to this Hon'ble Court that subject to the orders passed by this Hon'ble Court, till the disposal of Special Civil Suit No. 1145 of 2000 filed by the Appellant in the Civil Court at Pune, my firm will keep the plots of land where building I and J are located in the sanctioned lay out having a total land coverage of 907.80 sq.mtrs. vacant and my firm will also keep an F.S.I. of 4085 sq.mtrs. unused in respect of the said two plots earmarked for buildings I and J.

Solemnly affirmed at Pune)

This 30th day of Oct. 2001)

Deponent

Identified by me:

Advocate

BEFORE ME

DILIP R. ATHAVALE
NOTARY, STATE OF MAHARASHTRA
PUNE

Noted & Registered
Sr. No. O - 8744
30 OCT 2001

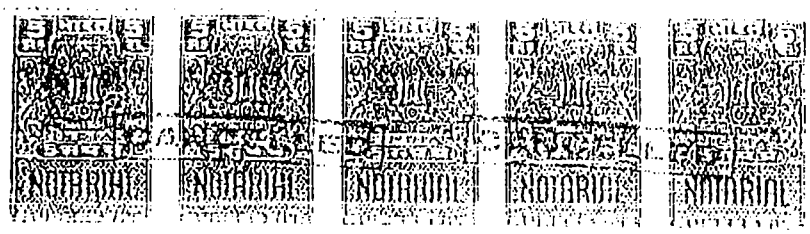


EXHIBIT – 3J

228

HIGH COURT, BOMBAY

0252666

Exhibit-9

FORM CONFIRMATION SHEET NO.:
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
FIRST APPEAL NO.1424 OF 2005

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's orders.

Mr.A.V.Anturkar with Mrs.Vinita V. Bakre-Shastry for appellants.
Mr.N.P. Deshpande for res.No.1.
Ms.Manjiri Parasnis for Mr.G.S.Godbole for res.Nos.2 to 31 and 34.

CORAM : H.L GOKHALE &
SMT.R.S.DALVI, JJ.
DATED : 19th September 2005

P.C. :

1. Heard the learned Counsel for the parties.

2. Appeal is admitted.

3. Mr.Deshpande appearing for Respondent No.1 waives service.

(H.L.GOKHALE, J.)

(SMT.R.S.DALVI, J.)

TRUE COPY
K.G.Patankar
Section Officer
High Court, Appellate Side
Bombay.

HIGH COURT, BOMBAY 0252663

FARAD CONTINUATION SHEET NO.:
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
CIVIL APPLICATION NO.2396 OF 2005
IN
FIRST APPEAL NO.1074 OF 2005

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's orders.
	Mr.A.V.Anturkar with Mrs.Vinita V. Bhave-Shastry for applicants. Mr.N.P. Deshpande for res.No.1. Ms.Mridiri Parasnis for Mr.S.S.Godbole for res.Nos.2 to 31 and 34.

CORAM : H.L GOKHALE &
SMT.R.S.DALVI, JJ.
DATED : 19th September 2005

P.C. :

1. Heard the learned Counsel for the parties.

2. Mr.Deshpande, learned Counsel appearing for respondent No.1 (original plaintiff), has a statement that respondent No.1 will not execute the impugned decree till the disposal of the Appeal. This is on the feeting of the statement made by Mr.Anturkar, learned Counsel appearing for the applicants, that the order passed by Vijifdar, J. in Appeal from

HIGH COURT, BOMBAY

Order No.837 of 2001 on 28th November 2001 will operate as an interim arrangement. Mr.Deshpande, learned Counsel appearing for respondent No.1 has no objection to it. Mr.Ambekar has offered to deposit Rs.41 lakhs in Court, but Mr.Deshpande has not insisted on any such deposit being made.

3. Civil Application stands disposed of in view of what is stated above.

4. Although the Civil Application is disposed of, in view of the statements made by both the Counsel, we expect them to arrive at an amicable understanding between the parties outside the Court.

(H.L.GOKHALE, J.)

(SMT.R.S.DALVI, J.)

TRUE COPY

Section Officer
High Court, Appellate Side
Bombay.

2024:BHC-AS:28662-DB

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION (ST.) NO. 12257 OF 2024
IN
FIRST APPEAL NO. 1074 OF 2005

LAXMI SUBHASH SONTAKKE

Digitally signed by LAXMI SUBHASH SONTAKKE
Date: 2024.07.22 20:08:41 +0530

Dadhe Constructions Pvt. Ltd. & Anr. .. Applicants

Versus

M/s. Bhushan Kulkarni and Associates Pvt. Ltd. & Ors. .. Respondents

Adv. Vishal Kanade a/w Janhavi Joshi i/b. Jayesh Joshi for the Applicants.

Adv. Nitin Deshpande for Respondent No.1/Original Defendant.

Adv. Manjiri Parasnis for Respondent Nos. 2 to 4.

CORAM: B. P. COLABAWALLA &
FIRDOSH P. POONIWALLA, JJ.
DATE: JULY 19, 2024

P. C.

1. This Interim Application is filed by the Appellants seeking permission to modify the statement recorded on their behalf in paragraph 2 of an earlier order dated 19th September, 2005 (Exhibit-C, Page 47 of the Interim Application) passed in the instant First Appeal.

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2. It is seen from the record that Respondent No.1 had filed a suit for specific performance of an agreement along with an application for interim injunction. This Court, vide its order dated 28th November, 2001 [Exhibit-A, Page 19 of the Interim Application] passed in Appeal from Order No. 837 of 2001 filed by Respondent No.1, recorded that the Applicants herein shall ensure that pending the final disposal of the suit, FSI of 4085 sq.mts. and the location of the land corresponding to building "I" & "J" shall be kept reserved/unused and the location of the said building was demarcated on the plan annexed to the affidavit submitted by the Applicants. Certain other statements were also made on behalf of the Applicants. The said order binds Respondent No.35 i.e. M/s. Viraj Properties.

3. Subsequently, the suit was partly decreed on 28th March, 2005 and the Applicants filed the present First Appeal which came to be admitted. An application for interim protection in the said First Appeal came to be disposed of by order dated 19th September, 2005, wherein a statement was made that the earlier order dated 28th November, 2001 will continue to operate as an interim arrangement to which Respondent No.1 gave its no objection. When the said order was passed, the sanctioned layout of 4th March, 1998 was in operation.

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4. However, thereafter, the layout was revised in the years 2002 and 2003. Since the suit was decreed in the year 2005, at the relevant time, the sanctioned layout of 2003 was holding the field. The Applicants were directed to execute the necessary conveyance of FSI 4085 sq.mts. of plots "I" and "J" as per the sanctioned plan dated 4th March, 1998 and were also directed to keep it reserved/unused as per the said plan, along with the proportionate right, title, and interest in roads and open spaces as per the MOU etc.

5. Thereafter, pending the Appeal, Respondent No.35 herein i.e. M/s. Viraj Properties, obtained a revised sanction for the layout in the years 2007, 2010 and 2011. Since these layouts, including the one of 2003 specifically mention in its area table at serial nos. 7, 8 and 9 that plots "I" and "J" admeasuring 4085 sq.mts. of plot area along with 4085 sq.mts. of FSI are kept reserved/unused, the Applicants gave physical possession to Respondent No.1 of both these plots out of the entire sanctioned layout.

6. These plot areas "I" and "J" of which the possession was earlier given to Respondent No.1 were also marked in the registered agreement dated 3rd June, 2002 executed between the Applicants and Respondent No.35.

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7. Recently, the Applicants have got a layout sanctioned in the year 2023 with the consent of Respondent No.1 and in the light of the said sanctioned plan of 2023, the statement of the Applicants recorded in the order dated 19th September, 2005 along with the no objection of Respondent No.1 has now become ineffective and is against the spirit of the decree under challenge as the Development Control Rules applicable to the city of Pune are now changed.

8. Vide order dated 10th February, 2023, this Court permitted Respondent No.1 to fence the plots "I" and "J" which was later clarified vide order dated 27th February, 2024 that the said fencing can be carried out up to the height of 25 ft on the property as per the sanctioned plan. However, it is rather difficult to protect the suit property of which the sanctioned layout is not clear. Hence, it is imperative that order dated 19th September, 2005 is modified and a fresh statement of the Applicant is taken on record.

9. Thus, Mr. Kanade, the learned Counsel appearing for the Applicants, on instructions, undertakes that the order dated 28th November, 2001 will operate as an interim arrangement with a modification that the obligation to keep plots "I" and "J" vacant, reserved, and unused, be as per the latest sanctioned layout of 2023.

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10. The learned Counsel appearing for Respondent No.1 [Original Plaintiff] has fairly stated that the modification sought by the Applicants is agreeable to Respondent No.1 and the Interim Application can be disposed of as per the modified statement/undertaking given by Mr. Kanade's client.

11. In these circumstances, the above Interim Application is disposed of by accepting the undertaking given by the Applicants as recorded in paragraph 9 above. However, there shall be no order as to costs.

12. This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[FIRDOSH P. POONIWALLA, J.] [B. P. COLABAWALLA, J.]

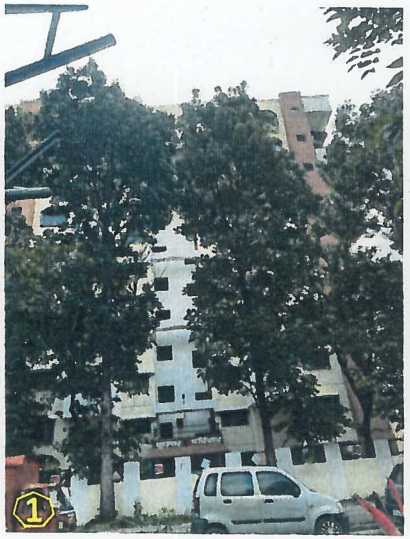
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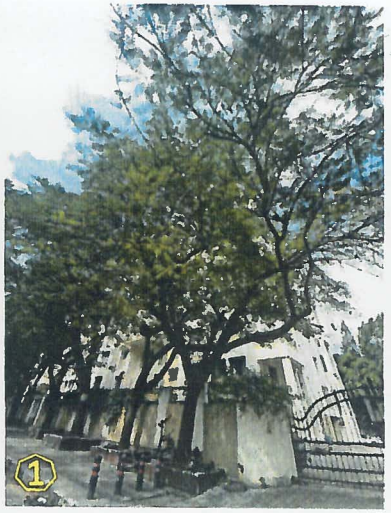
SITE PHOTOS

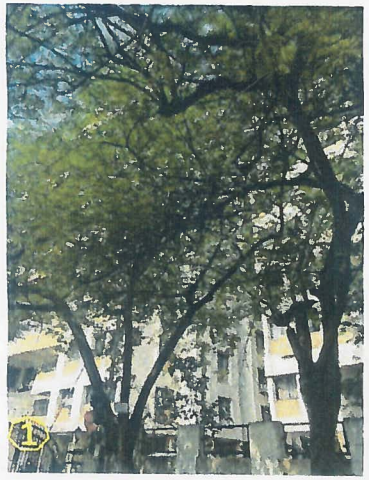


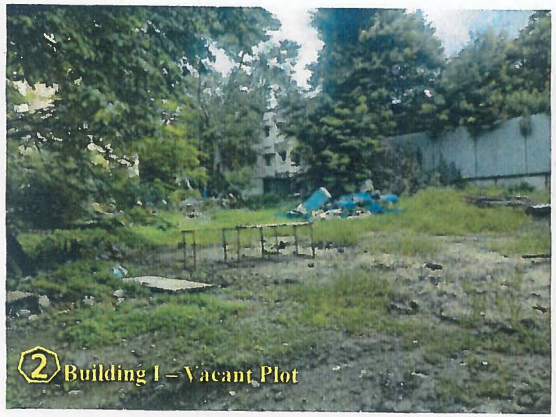
Existing Bldgs (1)















Existing 30 m DP road

I Plot Photo

J Plot Photo

Exhibit-10

EXHIBIT 236

237 EXHIBIT – 11

Exhibit-11

1300/1987/वि-22/30/02

(156)

MMDM. (612) 10,000-7-97

Building Control Dept.

PUNE MUNICIPAL CORPORATION

Building Control Department

Approval of Work upto Plinth Level

Part Plinth Bldg. No "B1" only.

पुणे महानगरपालिका कॉर्पोरेशन

Ref. No. ..... स्या. १९५०

Date 1.10.02 ESTD. 1950

PROPOSAL NO.	PAGE NO. 78

SITE DETAILS	
PETH/ T.P. SCHEME	
VILLAGE	Kothrud
SOCIETY	——
C.T.S. NO.	——
SURVEY NO.	59/2+60/2+61/2A
FINAL PLOT NO.	
SUB. PLOT NO.	
LAND MARK	

To :

Shri Prakash Sharma

A-45 Sita Apts., Kasturba Soc.

Vishrantwadi, Pune-5

Sir,

With reference to your intimation No. —— dated 1.10.02 regarding the completion of construction work upto plinth level in the above mentioned site I have to inform on verification at site that :—

1. The further work may be proceeded with as per sanctioned plans. Sanctioned under Commencement Certificate No. : 5355 , dated : 19.9.02

X 2. The Work shall not be proceeded with. Bldg. No "B1"

(a) As it is not as per sanctioned plans.

(b) .....

(c) ..... शासकीय माहिती अधिकार - अधिनियम २००५

(d) .....

3. .....

.....

Yours faithfully,

23/10

Sub / Junior Engineer,
Building Control,
Pune Municipal Corporation.
Date :

Asst. Engineer,
Building Control No. 5
Pune Municipal Corporation.
Date :

Received 23/10/02

BCO/1064/दि. १८/१२/०२
(170)

CORPORATION OF THE CITY OF POONA
पुणे म्युनिसिपल कॉर्पोरेशन
स्था. १९५०
EST. 1950

MDM. (396) 10,000-4-02

Building Control Dept.

PUNE MUNICIPAL CORPORATION

Building Control Department

Approval of Work upto Plinth Level

Part. II Bldg. No. C-3 only.

PROPOSAL NO.	PAGE NO.
	85

Ref. No. .....

Date : 28.10.02

To :

Shri Prakash Sharma
A-45 Sita Apts.
Kasturba Soc.
Vishrantwadi, Pune. 15

SITE DETAILS	
PETH/ T.P. SCHEME	
VILLAGE	Kothrud
SOCIETY	—
C.T.S. NO.	—
SURVEY NO.	59/2+60/2+61/1 2to6
FINAL PLOT NO.	—
~~SUB. PLOT~~ Bldg. NO.	C-3
LAND MARK	—

Sir,

With reference to your intimation No. — dated 28.10.02 regarding the completion of construction work upto plinth level in the above mentioned site I have to inform on verification at site that :—

1. The further work may be proceeded with as per sanctioned plans. Sanctioned under Commencement Certificate No. : 5355 , dated : 19.9.02

2. The Work shall not be proceeded with.

(a) As it is not as per sanctioned plans.

(b) .....

(c) .....

(d) .....

3. .....

.....

शासकीय माहिती अधिकार-अधिनियम २००५

Yours faithfully,

Sub / Junior Engineer,
Building Control,
Pune Municipal Corporation.

Date :

Asst. Engineer,
Building Control No. 5
Pune Municipal Corporation.

Date :

B co/960
20/12/2003 116

MMDM. (396) 10,000-4-02

Building Control Dept.

PUNE MUNICIPAL CORPORATION

Building Control Department

Approval of Work upto Plinth Level

Bldg. No. B2, E1, E, D, B3, C1 Only

PROPOSAL NO.	PAGE NO.
53	

Ref. No. .....

Date : 30.12.03

To :

Shri Prakash Verma
A-45 Sita Apts.
Kasturba Society
Vishrantwadi, Pune-15

SITE DETAILS	
PETH/ T.P. SCHEME	———
VILLAGE	Kothrud
SOCIETY	———
C.T.S. NO.	———
SURVEY NO.	59/2+60/2/1 to 6, 61/1+1/2 to 6
FINAL PLOT NO.	———
SUB. PLOT NO.	———
LAND MARK	———

Sir,

With reference to your intimation No. ..... dated 30.12.2003 regarding the completion of construction work upto plinth level in the above mentioned site I have to inform on verification at site that :—

1. The further work may be proceeded with as per sanctioned plans. Sanctioned under Commencement Certificate No. : 1052/03 , dated : 19.12.03

X 2. The Work shall not be proceeded with शासकीय माहितीचा अधिकार-अधिनियम २००५

X (a) As it is not as per sanctioned plans.

(b) ..... पार्किंग / पूर्ण ओनवर पाणी व्यवस्था ..... बांधकाम

(c) ..... व पुढील .....

(d) ..... ३ मजलेपर्यंत .....

3. .....

.....

Yours faithfully,

Sub / Junior Engineer,
Building Control,
Pune Municipal Corporation.
Date :

Asst. Engineer,
Building Control No. 7
Pune Municipal Corporation.
Date :

Received

EXHIBIT – 12

(1)
Which is EXH 219 as per Decree of SCS 1145/2000 (sanctioned PMC layout of 20/5/2003

Exhibit- 12

EXHIBIT 47

F. S. I. STATEMENT (for 1.4 FSI) (SQ.M.)

BUILDING/ UNIT	GROUND COVERAGE		FLOOR BUILT UP AREA												TOTAL AREA	TEN. NOS.
	FOR PARKING	FOR BLDG.	GROUND	FIRST	SECOND	THIRD	FOURTH	FIFTH	SIXTH	SEVENTH	EIGHTH	NINTH	TENTH	ELEVENTH		
B1	533.00	436.13	——	414.62	414.62	414.62	414.62	414.62	414.62	414.62	414.62	414.62	——	——	3731.58	36
B2	512.96	436.71	——	403.94	403.94	403.94	403.94	403.94	403.94	403.94	403.94	302.50	403.94	403.94	4341.90	43
C3	399.08	311.54	——	289.20	289.20	289.20	289.20	289.20	289.20	289.20	289.20	289.20	——	——	2602.80	36
E1	307.32	307.32	307.32	——	——	——	——	——	——	——	——	——	——	——	307.32	——
A1	362.16	301.21	——	270.07	270.07	270.07	270.07	250.00	250.00	180.00	180.00	180.00	100.00	100.00	2320.28	43
B3	512.96	436.71	——	403.94	403.94	200.00	200.00	200.00	200.00	200.00	200.00	150.00	200.00	186.64	2544.72	43
C1	399.08	311.54	——	289.20	289.20	289.20	289.20	289.20	200.86	200.86	200.86	112.52	200.86	200.86	2562.82	43
C2	399.08	311.54	——	289.20	289.20	289.20	289.20	289.20	200.86	200.86	200.86	112.52	200.86	200.86	2562.82	43
D	453.90	330.67	——	330.67	330.67	330.67	330.67	330.67	330.67	330.67	330.67	330.67	——	——	2976.03	36
E	687.29	687.29	687.29	——	——	——	——	——	——	——	——	——	——	——	687.29	——
J	453.90	321.93	——	321.93	321.93	321.93	321.93	——	——	——	——	——	——	——	1287.72	16
I	453.90	321.93	——	321.93	321.93	321.93	321.93	——	——	——	——	——	——	——	1287.72	16
COVERED PARKING	42.60	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——
TOTAL	5118.17	4516.52	994.61	3334.70	3334.70	3150.75	3150.75	2466.83	2290.15	2220.15	2220.15	1892.03	1105.66	1092.50	27213.00	355

# #

OPEN SPACE AREA CALCULATIONS

a – 0.5 X 49.71 X 21.863 = 543.93
b – 0.5 X 49.71 X 15.50 = 385.25
c – 0.5 X 89.50 X 17.50 = 783.12
d – 0.5 X 89.50 X 10.00 = 447.50
TOTAL —— = 2159.80 SQM

AREA UNDER EXISTING ROAD

1 – 0.5 X 11.105 X (6.254+4.0) = 56.91
2 – 0.5 X 56.99 X (5.20+6.0) = 319.14
3 – 0.5 X 13.00 X 3.00 = 22.75
TOTAL —— = 398.80 SQM

GROUND COVERAGE STATEMENT

NET PLOT AREA = 19039.40 SQM
PERMISSIBLE 20% COVERAGE = 3807.88 SQM
TOTAL BUILDING COVERAGE = 4516.52 SQM
PERMISIBLE COVERAGE AS PER CIRCULER NO.133-(56%) = 5711.82 SQM
EXCESS COVERAGE = 4516.52-3807.88 = 708.64 SQM

COVERED PARKING CALCULATIONS

CV-1 = 6.40 X 3.00 = 19.20
CV-2 = 7.80 X 3.00 = 23.40
TOTAL = 42.60 SQM

CLUB HOUSE IN OPEN SPACE

PERM. F.S.I.15% = 323.97 SQ.M.
GR. FLOOR-(10%) = 215.98 SQ.M.
1ST. FLOOR-(5%) = 107.99 SQM
PROP. F.S.I.
GR. FLOOR-(10%) = 215.98 SQ.M
1ST. FLOOR-(5%) = 107.99 SQM
TOTAL F.S.I. 323.97 SQ.M.

For the purpose of proper execution of road projects and to have a continuity of the water & drainage system and other services for the development of adjacent lands, the P M C reserves the right to pursue access and extension of the internal roads & services through this land under reservation/s.

Note:-No sale or lease of a plot in layout will be recognised and no building permission for any plot in the layout will be granted unless final sanction to the layout is obtained from the Municipal Commissioner.

FOOTH MUNICIPAL CORPORATION DEVELOPMENT PLAN DIVISION PUNE

STAMP OF APPROVAL

REVISED
(PLAN PREVIOUSLY APPROVED UNDER C.P.O.3725/III/32 DATE 30.7.02)
Exhibit 'I'
subject to his compliance with the
this office letter No. DPO .../114
dated 20-5-03
City Engineer, (I.F.)
P. M. C.

TRUE COPY
Asst. Engineer
(Dev. Plan Division)
Pune Mpl. Corporation

AREA STATEMENT	SQ.M.
1. NET AREA OF PLOT	32316.00
2. DEDUCTIONS FOR	
(a) ROAD ADMISION AREA	10720.00
(b) PROPOSED ROAD	
(c) ANY RESERVATION (GREEN BELT)	
TOTAL (a+b+c)	
3. NET GROSS AREA OF PLOT	21596.00
4. DEDUCTIONS FOR:	
(a) OPEN SPACE 10%	2159.80
(b) EXISTING ROAD:	398.80
(c) TOTAL (a+b)	2558.60
5. NET AREA OF PLOT	19039.40
6. ADDITION FOR F.A.R.	
(a) INTERNAL ROAD	398.80
7. TOTAL AREA	19438.20
8. ADDITION FOR F.A.R. (40%)	7775.28
9. TOTAL AREA	27213.48
10. F.A.R.PERMISIBLE	1.4
11. PERMISIBLE FLOOR AREA	27213.48
12. EXISTING FLOOR AREA	——
13. PROPOSED FLOOR AREA	27213.00
14 PROPOSED RESIDENTIAL AREA	26218.39
15. PROPOSED COMMERCIAL AREA	994.61
16. TOTAL RESIDENTIAL + COMMERCIAL AREA	27213.00
17. F.A.R. CONSUMED	0.999
18. PERMISIBLE GROUND COVERAGE FOR PARKING (50%)	9719.10
19. PROPOSED GROUND COVERAGE FOR PARKING	5118.17
20. PERMISIBLE GROUND COV. FOR BLDG.ABOVE PARKING(20%)	3807.88
21. PROPOSED GROUND COV. FOR BLDG.ABOVE PARKING	4516.52

TENEMENT STATEMENT

18. TENEMENTS PERMISSIBLE (For item 5 above) (250/HA)	650
19. TENEMENTS PROPOSED	355

PARKING STATEMENT

	CARS	SCOOTERS	CYCLES
20. PARKING REQUIRED BY RULES			
21. PARKING PROVIDED			
22. GARAGES PERMISSIBLE			
23. GARAGES PROVIDED			

LEGEND

Plot Boundary Shown Thick Black — Water Line Shown Back (Dotted)
Proposed Work Shown Red — Existing Work To Be Retained Blue
Drainage Line Shown Red (Dotted) — Existing Work To Be Demolished Yellow

PROPOSAL AND PROPERTY:

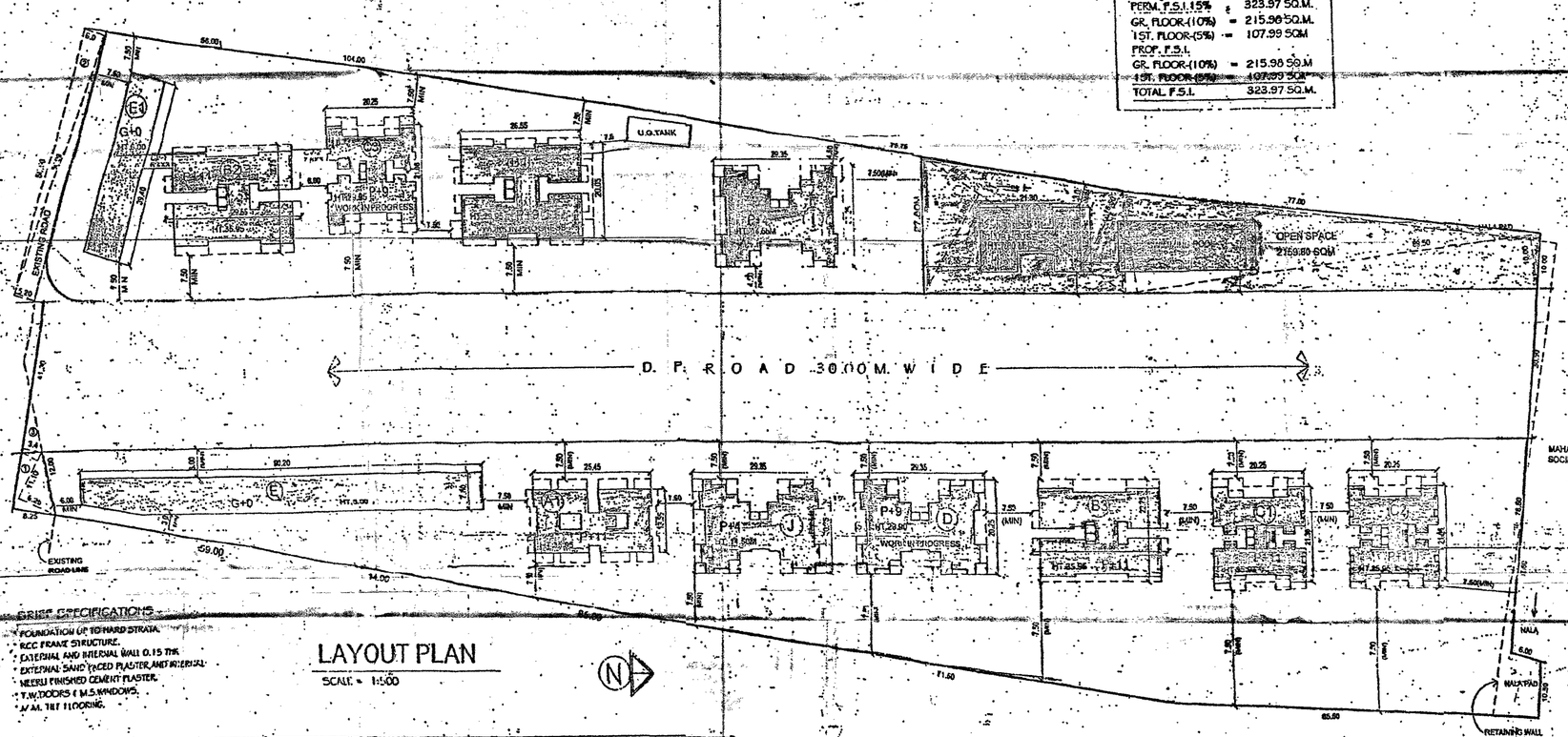
REVISED BUILDING LAYOUT AT S.NO.59/2,S.NO.60/2/1+2+3+4+5+6,61/2A/2+3+4+5+6,S.NO.61/2A/2+3+4+5+6, C.T.S.NO.1799,1800,1801,1802 AT KOTHRUD,PUNE.

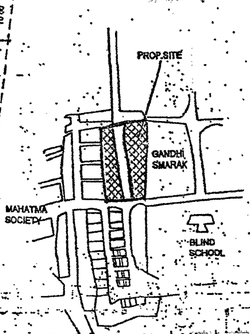
NAME ADDRESS OF OWNER:
MR.RAJAS V.JAIN
M/S.VIRAJ PROPERTIES
MR.ADITYA L.DADRE

SIGN.OF OWNER.

ARCHITECT
PRAKASH SHARMA
A-7,501 KUMAR PRERANA, S.No.159(P),1, PLOT-A, AUNDH, PUNE-411007 PH.5892844
(CA/84/3589)
SIGN.OF ARCH.

JOB NO.	DRG.NO.	SCALE	DATE	DRN
83	MD/DP/5	1:500	29.3.2003	SB





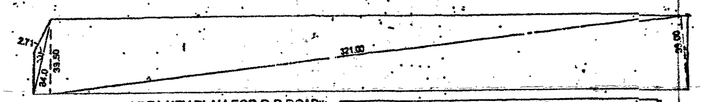
LOCATION PLAN

BRIEF SPECIFICATIONS

* FOUNDATION UP TO HARD STRATA.
* RCC FRAME STRUCTURE.
* EXTERNAL AND INTERNAL WALL 0.15 THK.
* EXTERNAL SAND FACED PLASTER AND INTERNAL NEERU FINISHED CEMENT PLASTER.
* T.W.DOORS & M.S.WINDOWS.
* V.V.I.P. TILE FLOORING.

LAYOUT PLAN

SCALE :- 1:500



AREA KEY PLAN FOR D.P.ROAD

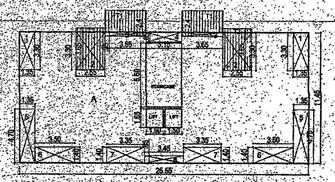
D.P.ROAD AREA CALCULATIONS

1 – 0.5 X 521.00 X (33.50+33.00) = 10673.25
2 – 0.5 X 3.40 X 2.75 = 46.75
TOTAL —— = 10720.00 SQM

PMC Sanctioned layout of 2002

Exh 12(2)

BUILDING TYPE 'A'



AREA KEY PLAN FOR TYPICAL FLOOR (BLDG.TYPE A)

AREA CALCUALTIONS FOR BUILDING TYPE 'A'
TYPICAL FLOOR (1ST TO 9TH FLOOR)

A = 25.65 X 11.46 = 292.55

DEDUCTIONS

1. = 1.05 X 8.30 X 2 = 8.91
2. = 2.65 X 3.00 X 2 = 15.90
3. = 3.60 X 0.35 X 2 = 2.52
4. = 3.15 X 0.85 = 2.68
5. = 1.50 X 4.70 X 2 = 12.66
6. = 5.40 X 1.40 X 2 = 9.80
7. = 3.35 X 1.40 X 2 = 6.38
8. = 3.45 X 0.65 = 2.24

TOTAL DEDUCTIONS = 65.09

GROSS AREA = 227.46

DEDUCT:

STAIRCASE = 3.15 X 5.60 = 17.64
LIFT = 1.50 X 1.65 X 2 = 4.95

NET AREA = 204.87 SQM

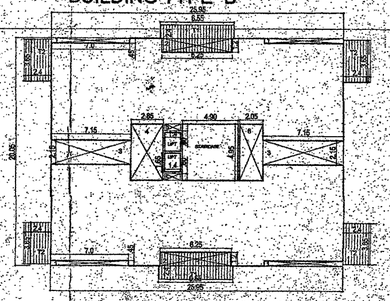
TERRACE AREA

T1 = 3.65 X 2.40 X 2 = 17.52
T2 = 2.55 X 3.60 X 2 = 18.61

TOTAL = 36.13 SQM

GROUND COVERAGE FOR BUILDING TYPE 'A'
FIRST FLOOR NET AREA + TERRACE AREA
204.87 + 36.13 = 241.00 SQM

BUILDING TYPE 'B'



AREA KEY PLAN FOR TYPICAL FLOOR (BLDG.B TYPE)

AREA CALCUALTIONS FOR BUILDING TYPE 'B'
TYPICAL FLOOR (1ST TO 9TH FLOOR)

A = 25.85 X 20.05 = 590.90

DEDUCTIONS

1. = 7.00 X 0.45 X 4 = 12.60
2. = 6.25 X 1.60 X 2 = 35.00
3. = 7.15 X 2.15 X 2 = 30.75
4. = 2.85 X 4.95 = 14.11
5. = 1.40 X 0.60 X 2 = 1.68
6. = 2.05 X 4.95 = 10.15

TOTAL DEDUCTIONS = 84.29

GROSS AREA = 436.01

DEDUCT:

STAIRCASE = 4.90 X 4.95 = 24.25
LIFT = 1.40 X 1.65 X 2 = 4.62

NET AREA = 407.14 SQM

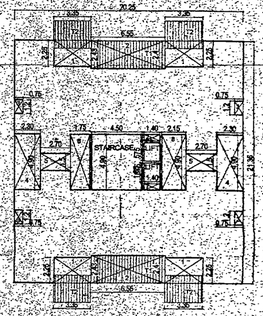
TERRACE AREA

T1 = 6.55 X 2.40 X 2 = 31.44
T2 = 3.65 X 2.40 X 4 = 35.04

TOTAL = 66.48 SQM

GROUND COVERAGE FOR BUILDING TYPE 'B'
FIRST FLOOR NET AREA + TERRACE AREA
407.14 + 66.48 = 473.62 SQM

BUILDING TYPE 'C'



AREA KEY PLAN FOR TYPICAL FLOOR (BLDG.TYPE C)

AREA CALCUALTIONS FOR BUILDING TYPE 'C'
TYPICAL FLOOR (1ST TO 9TH FLOOR)

A = 20.25 X 21.36 = 432.54

DEDUCTIONS

1. = 3.35 X 2.25 X 4 = 30.15
2. = 6.55 X 2.40 X 2 = 31.44
3. = 0.75 X 1.20 X 8 = 7.20
4. = 2.30 X 4.90 X 2 = 22.54
5. = 2.70 X 1.50 X 2 = 8.10
6. = 1.75 X 4.90 = 8.58
7. = 1.40 X 0.575 X 2 = 1.61
8. = 2.15 X 4.90 = 10.53

TOTAL DEDUCTIONS = 116.94

GROSS AREA = 315.60

DEDUCT

STAIRCASE = 4.80 X 4.95 = 22.05
LIFT = 1.40 X 1.65 X 2 = 4.62

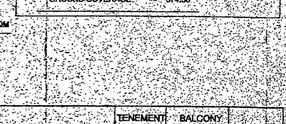
NET AREA = 288.93 SQM

TERRACE AREA

T1 = 6.55 X 2.40 X 2 = 31.44
T2 = 3.35 X 2.40 X 4 = 32.16

TOTAL = 63.60 SQM

GROUND COVERAGE FOR BUILDING TYPE 'C'
FIRST FLOOR NET AREA + TERRACE AREA
288.93 + 63.60 = 352.53SQM



AREA CALCULATIONS BUILDING 'E'

A = 40.00 X 7.802 = 374.50

GROUND COVERAGE = 374.50

AREA UNDER INDUSTRIAL ZONE = 9664.39 SQM

DEDUCT = 10% PROPORTIONATE OPEN SPACE = 966.43

PERMISSIBLE INDUTRIAL F.S.I. = 2697.98 SQM.

OPEN SPACE AREA CALCULATIONS

A = 0.5 X 49.71 X 21.885 = 543.99 SQM
B = 0.5 X 49.71 X 15.50 = 385.25 SQM
C = 0.5 X 89.50 X 17.50 = 783.10 SQM
D = 0.5 X 89.50 X 16.30 = 447.50 SQM
TOTAL AREA = 2159.80 SQM

COVERED PARKING AREA CALC

CP-1 = 1.30 X 5.00 X 8 = 120.00 SQM
CP-2 = 7.50 X 3.50 X 2 = 67.50 SQM
CP-3 = 29.00 X 6.00 = 174.00 SQM
CP-4 = 7.50 X 6.00 X 4 = 180.00 SQM
CP-5 = 7.50 X 3.00 = 22.50 SQM

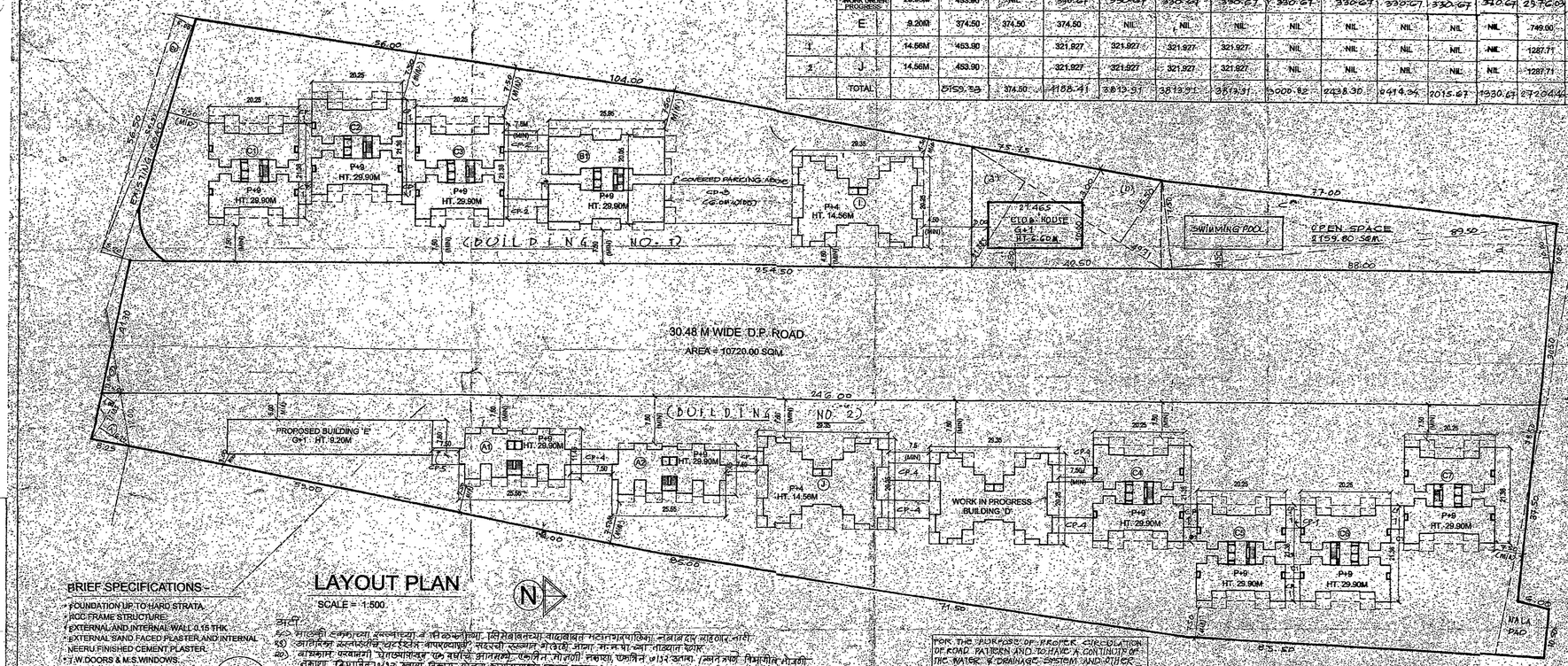
TOTAL COV. PARKING = 564.00 SQM

CLUB HOUSE IN OPEN SPACE
PERM. F.S.I. 15% = 323.97 SQM
GR. FLOOR (10%) = 215.98 SQM
1ST. FLOOR (10%) = 107.99 SQM
PROP. F.S.I.
GR. FLOOR (10%) = 215.98 SQM
1ST. FLOOR (10%) = 107.99 SQM
TOTAL F.S.I. = 323.97 SQM

AREA UNDER EXISTING ROAD
A = 0.5 X 11.105X (6.25+4.00) = 56.91
B = 0.5 X 56.99 X (5.20+6.00) = 319.14
C = 0.5 X 13.00 X 3.00 = 22.75
TOTAL AREA = 398.80 SQM.

F.S.I. COVERAGE, TENAMENT STATEMENT (SQM)

BLDG NO:	UNIT NO:	HEIGHT OF BLDG.	GROUND COVERAGE	BUILT UP AREA IN SQM												TENEMENT No:	BALCONY	
				GROUND FLOOR	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR	FOURTH FLOOR	FIFTH FLOOR	SIXTH FLOOR	SEVENTH FLOOR	EIGHTH FLOOR	NINTH FLOOR	RESIDENTIAL TOTAL	COMMERCIAL TOTAL	NET TOTAL		PERMISSIBLE	PROPOSED
2	A1	29.95M	241.00	NIL	204.87	204.87	204.87	204.87	204.87	204.87	204.87	100.00	100.00	1634.03			18		206.20
	A2	29.95M	241.00	NIL	204.87	204.87	204.87	204.87	204.87	204.87	204.87	100.00	100.00	1634.03			18		206.20
	B1	29.95M	473.62	NIL	407.14	407.14	407.14	407.14	407.14	407.14	407.14	100.00	100.00	3357.12			36		359.91
	C1	29.95M	352.53	NIL	288.93	288.93	288.93	288.93	288.93	288.93	288.93	100.00	100.00	2411.44			36		359.91
	C2	29.95M	352.53	NIL	288.93	288.93	288.93	288.93	288.93	288.93	288.93	100.00	100.00	2411.44			36		359.91
	C3	29.95M	352.53	NIL	288.93	288.93	288.93	288.93	288.93	288.93	288.93	100.00	100.00	2411.44			36		359.91
	C4	29.95ME	352.53	NIL	288.93	288.93	288.93	288.93	246.62	105.99	100.00	100.00	100.00	1808.33			36	115.7	271.25
	C5	29.95M	352.53	NIL	288.93	288.93	288.93	288.93	246.62	105.99	100.00	100.00	100.00	1808.33			36	115.7	271.25
	C6	29.95M	352.53	NIL	288.93	288.93	288.93	288.93	246.62	105.99	100.00	100.00	100.00	1808.33			36	115.7	271.25
	C7	29.95M	352.53	NIL	288.93	288.93	288.93	288.93	246.62	105.99	100.00	100.00	100.00	1808.33			36	115.7	271.25
	D	WORK UNDER PROGRESS	29.05M	453.90	NIL	330.67	330.67	330.67	330.67	330.67	330.67	330.67	330.67	2579.09			36	115.7	434.50
	E		9.20M	374.50	374.50	374.50	NIL	NIL	NIL	NIL	NIL	NIL	NIL	749.00			10		192.35
1	I		14.56M	453.90		321.927	321.927	321.927	321.927	NIL	NIL	NIL	NIL	1287.71			16		193.05
2	J		14.56M	453.90		321.927	321.927	321.927	321.927	NIL	NIL	NIL	NIL	1287.71			16		193.05
	TOTAL			5159.53	374.50	4155.41	3813.91	3813.91	3813.91	3000.92	2423.30	2414.94	2015.67	32784.04	1930.67	27204.44	438	4080.61	4056.90



BRIEF SPECIFICATIONS

- FOUNDATION UP TO HARD STRATA.
- RCC FRAME STRUCTURE.
- EXTERNAL AND INTERNAL WALL 0.15 THK.
- EXTERNAL SAND FACED PLASTER AND INTERNAL NEERU FINISHED CEMENT PLASTER.
- T.W.DOORS & M.S.WINDOWS.
- M.M. TILE FLOORING.

P.M.C. SEAL

LAYOUT PLAN

SCALE = 1:500

N

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१) मंजूरीची दिनांकापासून वर्षाच्या आत बांधकाम सुरु करणे आवश्यक आहे.

२) आवश्यक ठिकाणी पाणीपुरवठा व मलनिस्सारण व्यवस्था करणे आवश्यक राहील.

३) बांधकाम परवानगी घेतल्यापासून दोन वर्षांचे आतमध्ये, एकतीन मजली, एकतीन मजली पेक्षा जास्त मजले, एकतीन मजली पेक्षा जास्त परंतु सात मजली पेक्षा कमी, सात मजली पेक्षा जास्त परंतु चौदा मजली पेक्षा कमी, चौदा मजली पेक्षा जास्त उंचीच्या इमारती बांधून पूर्ण करणे आवश्यक आहे.

४) बांधकाम परवानगी मुदतीमध्ये पोटविभागणी विकसित करणे.

५) आवश्यक तेथील ओपन स्पेस स्वतः जतन व्यवस्थित ठेवणे.

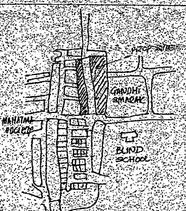
६) पूर्णविकास साठी लागणारी स्वतः ची बंदोबस्त करणे.

७) ४ थ्या टी.डी.आर.पी.रेग्युलेशन प्रमाणे टी.डी.आर.ची मंजूरी घेतल्याशिवाय टी.डी.आर. चे वापर करणे.

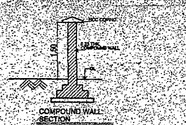
सोसायटीतील ड्रेनेज व्यवस्था सेप्टिक टँक

FOR THE PURPOSE OF PROPER CIRCULATION OF ROAD PATTERN AND TO HAVE A CONTINUITY OF THE WATER DRAINAGE SYSTEM AND OTHER SERVICES FOR THE DEVELOPMENT OF ADJACENT LANDS THE P.M.C. RESERVES THE RIGHT TO PERMIT ACCESS, AND EXTENSION OF THE INTERNAL ROAD ACCESS, THROUGH THE LAND UNDER LAYOUT/ SUB-DIVISION.

NOTE:- NO SALE OR LEASE OF A PLOT IN LAYOUT WILL BE RECOGNISED AND NO BUILDING PERMISSION IN ANY PLOT IN THE LAYOUT WILL BE GRANTED UNLESS FINAL SANCTION TO THE LAYOUT IS OBTAINED FROM THE MUNCIPAL COMMISSIONER.



LOCATION PLAN



COMPOUND WALL SECTION

STAMP OF APPROVAL

THIS IS AN ACCOMPANIMENT TO THIS OFFICE LETTER NO P.P.O.-3125/III/32 DATE 30/1/02

SANCTIONED BY CITY ENGINEER (D.P.) P.M.C.

TRUE COPY

THIS IS TO CERTIFY THAT THIS DRAWING WITHOUT ANY SUPRIMPOSED MATTER IS A TRUE COPY OF THE DRAWING SANCTIONED BY THE PUNE MUNICIPAL CORPORATION VIDE NO. 3125/3125/III/32 DATE 30/01/02

ARCHITECT PRAKASH SHARMA CA/84/6589

AREA STATEMENT

	SQM
1. AREA OF THE PLOT	32318.00
2. DEDUCTIONS IN AREA (a+b)	
a. Land under D.P.Road HANDED OVER TO PMC (No:EO/4872 DATED 27.11.2000)	10720.00
b. Any Reservation (SURPLUS AREA)	
3. BALANCE AREA OF THE PLOT (1-2)	21598.00
4. DEDUCTIONS FOR (a+b)	
a. Open Space 10%	2159.80
b. Amenity space	
c. Internal Road	
d. existing road	398.80
5. NET AREA OF THE PLOT (3-4)	19039.40
6. a. ADDITION FOR F.S.I. (2a)	
b. IN LIEU OF INTERNAL ROAD	
c. EXISTING ROAD	398.80
7. NET PERMISSIBLE F.S.I.(5+6)	19438.20
8. ADDITION FOR 20% OPEN SPACE	3887.64
9. TOTAL AREA A	23325.84
10. RESIDENTIAL F.S.I. AS PER FLOOR SPACE PERMISSIBLE	
11. EXISTING RESIDENTIAL FLOOR SPACE	NIL
12. PROPOSED RESIDENTIAL FLOOR SPACE	21804.44
13. TOTAL RESIDENTIAL F.S.I. & FLOOR SPACE	21804.44
14. COMMERCIAL F.S.I. & FLOOR SPACE PERMISSIBLE	
15. EXISTING COMMERCIAL FLOOR SPACE	NIL
16. PROPOSED COMMERCIAL FLOOR SPACE	
17. TOTAL (COMMERCIAL + RESIDENTIAL)	21804.44
18. PERMISSIBLE COVERAGE (20%)	3887.88
19. PROPOSED COVERAGE	3519.53

TENEMENT STATEMENT

18. TENEMENTS PERMISSIBLE (For item 5 above) @50/M	690
19. TENEMENTS PROPOSED	438

PARKING STATEMENT

	CARS	SCOOTERS	CYCLES
20. PARKING REQUIRED BY RULES			
21. PARKING PROVIDED			
22. GARAGES PERMISSIBLE			
23. GARAGES PROVIDED			

GROUND COVERAGE STATEMENT

NET PLOT AREA = 19039.40 SQM.
PERMISSIBLE 20% COVERAGE = 3807.88
TOTAL BUILDING COVERAGE = 3519.53 SQM.
PERMISSIBLE COVERAGE AS PER CIRCULER NO.433/(3016) = 2711.62 SQM.
EXCESS COVERAGE = 3519.53 - 3807.88 = 1351.65 SQM.

NET PLOT AREA = 19039.40 SQM.
PERMISSIBLE 60% COVERAGE = 11423.64 SQM.
TOTAL COVERAGE AT PARKING LEVEL
BUILDING COVERAGE & COVERED PARKING
= 3519.53 + 564.00 = 4083.53 SQM.

LEGEND

Plot Boundary Shown Thick Black	Water Line Shown Blue (Colour)
Proposed Work Shown Red	Existing Work To Be Retained Blue
Drainage Line Shown Red (Colour)	Existing Work To Be Demolished Yellow

PROJECT

PROPOSED BUILDING LAYOUT S.NO.59 H.NO.2 S.NO.60 H.NO.2/1+2+ +3+4+5+6,S.NO.61H.NO.2A/2+3+4+5+6 C.T.S.NO.1799,1800,1801,1802 AT KOTHRUD PUNE.

पुणे महानगरपालिका मालकीचे असलेले सर्व रस्ते सार्वजनिक रस्ते म्हणून विकसीत करणे बंधनकारक राहील

OWNER'S NAME & SIGNATURE

MR. ADITYA L. DAGHE (P.A.H.) MR. ANIL T. JAIN (P.A.H.)
FOR, M/S. VIRAJ PROPERTIES, PUNE.

ARCHITECT

PRAKASH SHARMA
A-45 SITA APTS. (GA/84/6589)
KASTURBA SOCIETY
VISHRANTWADI, PUNE-15
TELE.No. 5883619
(DATE-22/01/02) SIGN. OF ARCHITECT

EXHIBIT – 13

Exhibit- 13

पुणे महानगरपालिका

No 003335

शिवाजीनगर, पुणे ४११००५. मुद्रांक – १९		
६२२४	४१	२२४
२०१६		

बांधकाम नियंत्रण कार्यालय
क्रमांक : B ८०/००५१
दिनांक : १७/०५/२००५

[मुंबई प्रांतिक महानगरपालिका अधिनियम, १९४९ कलम २६३ (१) अन्वये]

भोगवटा पत्र पार्ट फॉर्म १

श्री. / श्रीमती वितेक कोरडे व इतर तर्फे श्री. राजेश जैन व इतर

राहणार ८०, श्री प्रकाश शर्मा, ३ रा मजला, सिता अपार्टमेंट, कुरतुरल / शोभा विश्रांतवाडी, पुणे – ४५ यांस –

आपणांस मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, कलमे २५३ / २५४ व एम्. आर. टी. पी. ॲक्ट कलमे ४५/६९ प्रमाणे पुणे, पेठ कोंढवा येथील सर्वे नं. ——— पार्सल ——— प्लॉट नं. / ——— यावर इ.नं.५९/२-१ ते ८/२/१ ते ८ ही/बी=फीस=नंबर २३/२ ते ६ यांत इमारती इमारती इमारती

बांधकाम नियंत्रण कार्यालय
क्रमांक : BCO/0९६५
दिनांक : २९/११/२००४

[मुंबई प्रांतिक महानगरपालिका अधिनियम, १९४९ कलम २६३ (१) अन्वये]

भोगवटा पत्र पार्ट क्र.१

श्री. / श्रीमती वितेक कोरडे व इतर तर्फे श्री राजेश जैन व इतर (PAH)
राहणार C/o श्री प्रकाश शर्मा, १०१ कुमारवास्तु, भोसले नगर

यांस -

आपणांस मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, कलमे २५३ / २५४ व एम्. आर. टी. पी. ॲक्ट कलमे ४४/४९ प्रमाणे पुणे, पेठ क्र. येरवडा पार्सल — फायनल प्लॉट क्र. / सर्वे क्र. ५९/२+६०/२+१ ते ६ + ८१/२३/२ ते ६ टी. पी. स्कीम नंबर — गांव इमारती

इकडील संमती पत्र / कंप्लेशन सर्टिफिकेट क्रमांक 9042, दिनांक २९/१२/2003 अन्वये बांधकाम करण्यास परवानगी देण्यात आली आहे. सदरील संमती पत्र / कंप्लेशन सर्टिफिकेटप्रमाणे सर्व / काही भागाचे काम पुरे झाल्याबद्दल व सदर नवीन बांधलेल्या इमारतीची जागा उपयोगात आणावयास संमती मिळण्याबाबत दिनांक २६/३/२००४ रोजी अर्ज केल्यावरून आपणांस मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, कलम २६३ (१) प्रमाणे कळविण्यात येते की, खालील नमूद केलेल्या अटींवर पुढील वर्णनाच्या इमारतीचा भाग उपयोगात आणण्यास संमती देण्यात येत आहे.

उपयोगात आणावयाच्या बांधकामाचे वर्णन

मजला	इमारत क्रं बी-1	इमारत क्रं. सी.3	इमारत क्रं. ई	एक
पार्किंग/तळ	एक टॉयलेट	एक टॉयलेट	शॉप क्रं. 1 ते 23	= दोन टॉ
पहिला	सदनिका क्रं. १०१, १०२, १०३, १०४	१०१, १०२, १०३, १०४	—	= आठ स
दुसरा	सदनिका क्रं. २०१, २०२, २०३, २०४	२०१, २०२, २०३, २०४	—	= आठ स
तिसरा	सदनिका क्रं. ३०१, ३०२, ३०३, ३०४	३०१, ३०२, ३०३, ३०४	—	= आठ स
चौथा	सदनिका क्रं. ४०१, ४०२, ४०३, ४०४	४०१, ४०२, ४०३, ४०४	—	= आठ स
पाचवा	सदनिका क्रं. ५०१, ५०२, ५०३, ५०४	५०१, ५०२, ५०३, ५०४	—	= आठ स
सहावा	सदनिका क्रं. ६०१, ६०२, ६०३, ६०४	६०१, ६०२, ६०३, ६०४	—	= आठ स
सातवा	सदनिका क्रं. ७०१, ७०२, ७०३, ७०४	७०१, ७०२, ७०३, ७०४	—	= आठ स
आठवा	सदनिका क्रं. ८०१, ८०२, ८०३, ८०४	८०१, ८०२, ८०३, ८०४	—	= आठ स
नववा	सदनिका क्रं. ९०१, ९०२, ९०३, ९०४	९०१, ९०२, ९०३, ९०४	—	= आठ स

असे एकूण दोन टॉयलेट, तेवीस शॉप्स, बाहत्तर सदनिकांचे इमारत क्रं. बी-1, सी-3 संपूर्ण व इमारत क्रं. ई पार्ट फ्लॉन.

नोट : "नविधारक नाव्य नकाशाव्यतिरिक्त कोणतीही बांधकामे (उदा. सर्व मार्जिनल अंतरात व टेरेसवरील शेड, पार्टिशन वॉल करणे अगर ग्रील लावून पार्किंग बंदिस्त करणे इ.) केल्यास, कोणतीही पूर्व सूचना न देता सदरची संपूर्ण अनधिकृत बांधकामे गाडण्यात येतील व त्याकरिताचे येणारा संपूर्ण खर्च फ्लॅटधारक / मालक यांचेकडून वसूल करण्यात येईल."

सहायक अभियंता,

हवेली

9090 | ५६

२०१

पुणे महानगरपालिका No 003335

हडपसर-११		
२०१०	५७	००००
२०१४		

बांधकाम नियंत्रण कार्यालय
क्रमांक : BC०/००५१
दिनांक : १७/०५/२००५,

[महाराष्ट्र प्रादेशिक नगररचना अधिनियम, १९६६ कलम २६३ (१) अन्वये]

भोगवटा पत्र पार्ट क्रं १

श्री./श्रीमती तिलेक कोरडे व इतर तर्फे श्री. राजेश जैन व इतर

राहणार C/o डी. प्रकाश शाह, ७ रूपा चित्रा आपार्ट, लक्ष्मण रोड, सिंहगडरोड, पुणे - ३५ यांस -

आपणांस मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, कलमे २५३ / २५४ व एम्. आर. टी. पी. ॲक्ट कलमे ४५/६९ प्रमाणे पुणे, पेठ हडपसर/५ येथील क्रमांक ——— फायनल प्लॉट नं. / ——— सर्वे क्र.११९/२+१८०/२/१ ते ८६१/सी.टी.एस.नंबर २३१/२ ते ६ यात इमारती

इकडील संमती पत्र / कमेन्समेंट सर्टिफिकेट क्रमांक ३०५२, दिनांक २९.१२.२००४ अन्वये बांधकाम करण्यास परवानगी देण्यात आली आहे. सदरील संमती पत्र / कमेन्समेंट सर्टिफिकेटप्रमाणे सर्व / काही भागाचे काम पुरे झाल्याबद्दल व सदर नवीन बांधलेल्या इमारतीची जागा उपयोगात आणण्यास संमती मिळण्याबाबत दिनांक 30.3.२००५ रोजी अर्ज केल्यावरून आपणांस मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, कलम २६३ (१) प्रमाणे कळविण्यात येते की, खालील नमूद केलेल्या जागेवर पुढील वर्णनाच्या इमारतीचा भाग उपयोगात आणण्यास संमती देण्यात येत आहे.

उपयोगात आणावयाच्या बांधकामाचे वर्णन.

	इमारत क्रं. बी-१	इमारत क्रं. डी	इमारत क्रं. ई	एकूण
तळ	एक टॉयलेट	एक टॉयलेट	शॉप क्रं. १ ते १२ दोन टॉयलेट ब्लॉक	
१ ला	सदनिका क्रं. १०१ ते १०४	१ ते ४	———	८ सदनिका
२ रा	सदनिका क्रं. २०१ ते २०४	५ ते ८	———	८ सदनिका
३ रा	सदनिका क्रं. ३०१ ते ३०४	९ ते १२	———	८ सदनिका
४ था	सदनिका क्रं. ४०१ ते ४०४	१३ ते १६	———	८ सदनिका
५ वा	सदनिका क्रं. ५०१ ते ५०४	१७ ते २०	———	८ सदनिका
६ वा	सदनिका क्रं. ६०१ ते ६०४	२१ ते २४	———	८ सदनिका
७ वा	सदनिका क्रं. ७०१ ते ७०४	२५ ते २८	———	८ सदनिका
८ वा	सदनिका क्रं. ८०१ ते ८०४	२९ ते ३२	———	८ सदनिका
९ वा	सदनिका क्रं. ९०१ ते ९०४ + २ लक्झुरिया	३३ ते ३६	———	१० सदनिका
१० वा	सदनिका क्रं. १००१ ते १००४	———	———	४ सदनिका
११ वा	सदनिका क्रं. ११०१ ते ११०४	———	———	४ सदनिका

सोबत दोन सेट, टॉयलेट, लारा शॉप्स, एक्झीक्युटीव सदनिका, तीन मजली इमारत

"गणिप्रमाणे मंजूर नकाशाप्रमाणेच कोणतीही बांधकामे (उदा. सर्व्हिस गॉडिनल अंडरग्राउंड व टेरेसवरील शेड, पार्टिशन वॉल्स वगैरे जादा क्षेत्र धरून पार्किंग बंधित्व वगैरे इ.) केल्यास, अनधिकृत पूर्व सूचना न देता सदरची संपूर्ण अनधिकृत बांधकामे पाडण्यात येतील व त्याकरिता येणारा संपूर्ण खर्च पर्यायाने / मालक यांचेकडून वसूल करण्यात येईल".

सहायक अभियंता,
बांधकाम नियंत्रण वि. -)
पुणे महानगरपालिका.

EXHIBIT — 14

Exhibit- 14



हवल-११
४३५/२०१७
२०१६

पुणे महानगरपालिका

बांधकाम नियंत्रण कार्यालय

क्रमांक ०८८/०७५४/१७

दिनांक 23/01/2017

02637

[पुणे प्रांतिक महानगरपालिका अधिनियम, १९४९ कलम १६३ (१) अन्वये]

भोगवटा पत्र पार्ट फ्र.४

श्री. / श्रीमती विवेक खोरडे व इतर तर्फे श्री राजेश जैन व इतर (PAH)

राहणार ५० श्री. प्रकाश शर्मा (ए.आर्कि.) १०१ कुमार वास्तु, सोमवार पेठ, पुणे २०

यांस -

आपणांस पुणे प्रांतिक महानगरपालिका अधिनियम १९४९, कलमे २५३ / २५४ व एन्. आर. टी. पी. ॲक्ट कलमे ४१/६१ प्रमाणे पुणे, पेठ शिवाजीनगर भरांक — फायनल प्लॉट क्र. / — नगर भू.क्र. ५९, ६०, ६१ पै टी. पी. स्कीम नंबर — यांत इमारती इमारत पूर्णता प्रमाणपत्र / कंप्लेशन सर्टिफिकेट क्रमांक सी/सी/२३५/१७ दिनांक २३/१/२०१७ अन्वये बांधकाम करण्यास परवानगी देण्यात आली आहे. सदरील संमती पत्र / कंप्लेशन सर्टिफिकेटप्रमाणे पूर्ण / अंशी परिसरातील काम पूर्ण झाल्याबाबत व सदर नवीन बांधलेल्या इमारतीची जागा उपयोगात आणण्याबाबत संमती मिळण्याबाबत दिनांक २३/१/२०१७ रोजी अर्ज केल्यावरून आपणांस पुणे प्रांतिक महानगरपालिका अधिनियम १९४९, कलम २६३ (१) प्रमाणे बजावण्यात येते की, खालील नमूद केलेल्या इमारत पुर्तता वर्णनाचा इमारतीचा भाग उपयोगात आणण्यास संमती देण्यात येत आहे.

उपयोगात आणण्याच्या बांधकामाचे वर्णन

इमारत अे १,सी २ व इ.

मजले		इमारत अे-१	इमारत सी-२	इमारत इ	एकूण
तळ मजला	शॉप नं.	पार्किंग	पार्किंग	२४,२५	२ शॉप्स
पहिला मजला	सदनिका क्र.	१०१ व १०२	१०१ ते १०४	-	६ सदनिका
दुसरा मजला	सदनिका क्र.	२०१ व २०२	२०१ ते २०४	-	६ सदनिका
तिसरा मजला	सदनिका क्र.	३०१ व ३०२	३०१ ते ३०४	--	६ सदनिका
चौथा मजला	सदनिका क्र.	४०१ व ४०२	४०१ ते ४०४	-	६ सदनिका
पाचवा मजला	सदनिका क्र.	५०१ व ५०२	५०१ ते ५०४	-	६ सदनिका
सहावा मजला	सदनिका क्र.	६०१ व ६०२	६०१ ते ६०४	-	६ सदनिका
सातवा मजला	सदनिका क्र.	७०१	७०१ ते ७०४	-	५ सदनिका
आठवा मजला	सदनिका क्र.	-	८०१,८०२, व ८०४	-	३ सदनिका
नववा मजला	सदनिका क्र.	-	९०१ ते ९०४	-	४ सदनिका
एकूण		१३ सदनिका	३५ सदनिका	२ शॉप्स	४८ सदनिका व २ शॉप्स

एकूण इमारत अे-१मधील १३ सदनिका, इमारत सी-२ मधील ३५ सदनिका पार्किंगसह व इमारत इ मधील २ शॉप्स फक्त.

सहाय्यक अभियंता,
बांधकाम नियंत्रण क्र.
पुणे महानगरपालिका.

CamScanner

EXHIBIT – E 15

Exhibit- 15

शहरअभियंता कार्यालय
बांधकाम विकास विभाग, झोन क्र.६
पुणे महानगरपालिका
जा.क्र. : झोन६/५०५९
दिनांक : ३१/१०/२०२३

नियोजित विकसन दाखला (IOD+ Layout)

प्रति,

१) श्री.एम.एस. दाढे कन्स्ट्रक्शन प्रा.लि.
तर्फे श्री.विजय नारायण दाढे
डी ३११ पॅराडाईज टॉवर बाणेर पुणे –४११०४५

२) ला.आर्कि. मंगेश गोटल
अ ७०५ वनाज परिवार सोसायटी
पौड रोड, कोथरूड, पुणे –४११०३८.

यांस.....

विषय :– पुणे, पेठ कोथरुड स.नं. ५९, हिस्सा नं. २/१,२/३/४/५/६ , स.नं.६० हिस्सा नं.२/१,२/२अ,/३/४/५/६ , स.नं. ६१ हिस्सा नं. २अ/३/४/५/६, ३/२/३/४/५/६ सिटीएस नं. १७९९, १८००,१८०१,१८०२ कुमार परिसर येथील भूखंडावरील पर्यावरण मंजूरीकामी सुधारित बांधकाम व्यावसीबाबत दाखला देणेबाबत.

संदर्भ :–१) मा. महापालिका आयुक्त यांचेकडील कार्यालयीन परिपत्रक जा.क्र. मआ/शअजा/जा/४७८७, दि. १५/६/२०२२.
२) महाराष्ट्र शासन यांचेकडील आदेश क्र. टिपीएस/१८१८/१०५८/प्र.क्र. २४९/१८/नवि–१३, दि. ११/१०/२०१८.
३) मिळकतीचे मालक/विकसक, मे.दाढे कन्स्ट्रक्शन प्रा.लि. तर्फे श्री.विजय दाढे तर्फे ला. आर्कि. श्री. मंगेश गोटल यांचा दाखल अर्ज आ.क्र. केटीएन/००९९/०६दि. ११.१०.२०२३

पुणे महानगरपालिका यांचेकडून पुणे महानगरपालिका हद्दीतील पुणे, पेठ **स.नं. ५९, हिस्सा नं. २/१,२/३/४/५/६ , स.नं.६० हिस्सा नं.२/१,२/२अ,/३/४/५/६ , स.नं. ६१ हिस्सा नं. २अ/३/४/५/६, ३/२/३/४/५/६ सिटीएस नं. १७९९, १८००,१८०१,१८०२**मधील भूखंड व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व त्याअंतर्गत युडीसीपीआर–२०२० अन्वये मंजूर झालेल्या नियमाप्रमाणे संदर्भ क्र. २ नुसार निश्चित केलेल्या कार्यप्रणालीप्रमाणे नियोजित विकसनासाठी आपण अर्ज केलेला आहे. त्यास अनुसरुन खालील अटीस अधिन राहून आपल्या वरील प्रस्तावास भूखंड क्षेत्र ३२३१८.०० चौ. मी. व एकूण बांधकाम क्षेत्र २१३४७.६५ चौ.मी. (एफ.एस.आय.एरिया ४५८६९.६१ चौ.मी. + नॉन एफ. एस.आय. १०२८४.१० चौ.मी.) एकुण एफ.एस.आय. +नॉन एफ.एस.आय. = ५६१५३.७१ चौ.मी. साठी नियोजित विकसन नाहरकत दाखला देणेत येत आहे.

१) सदर दाखल्याचा वापर फक्त पर्यावरण विभागाची मंजूरी (मा. SEACSव SEIAA पर्यावरण व वनविभाग, भारत सरकार) प्राप्त करण्यासाठी करावयाचा आहे.

२) सदरचा सोबत जोडलेला दाखला हा अर्जदारास कुठल्याही प्रकारचे बांधकाम सुरु करण्याची परवानगी नसून अर्जदाराने त्यासाठी स्वतंत्रपणे परवानगी घेणे बंधनकारक राहील.

३) अर्जदाराने जिल्हा अधिक्षक, भुमी अभिलेख, पुणे यांचेकडील मोजणीनूसार भूखंडाच्या हद्दी कायम करणे आवश्यक राहील.

४) सोबतचा नकाशा व त्यावरील क्षेत्रफळाचा तक्ता हा या दाखल्याचा भाग आहे.

५) सदरचा नियोजित विकसन दाखला हा निर्गमित दिनांकापासून एक वर्षापर्यंत वैध राहील.

६) सदर प्रस्तावाकरीता एसटीपीसाठी महाराष्ट्र प्रदुषण महामंडळाचे कन्सेन्ट टू इस्टयाब्लीश तसेच कन्सेन्ट टू ऑपरेट प्रमाणपत्र घेणे बंधनकारक राहिल.

७) सदर प्रस्तावात कुठलेही प्रकारचा एफएसआय वाढ झाल्यास सुधारीत पर्यावरण ना हरकत दाखला घेणे बंधनकारक राहिल.

८) प्रस्तावित इमारत उंची ७४.५५ मी करीता एमओडी ना- हरकत प्रमाणपत्र घेणे बंधनकारक राहिल.

कळावे.

27/10/23		27/10/23
कनिष्ठ अभियंता	उप अभियंता	कार्यकारी अभियंता
बांधकाम विकास विभाग झोन क्र. ६	बांधकाम विकास विभाग झोन क्र. ६	बांधकाम विकास विभाग झोन क्र. ६
पुणे महानगरपालिका	पुणे महानगरपालिका	पुणे महानगरपालिका

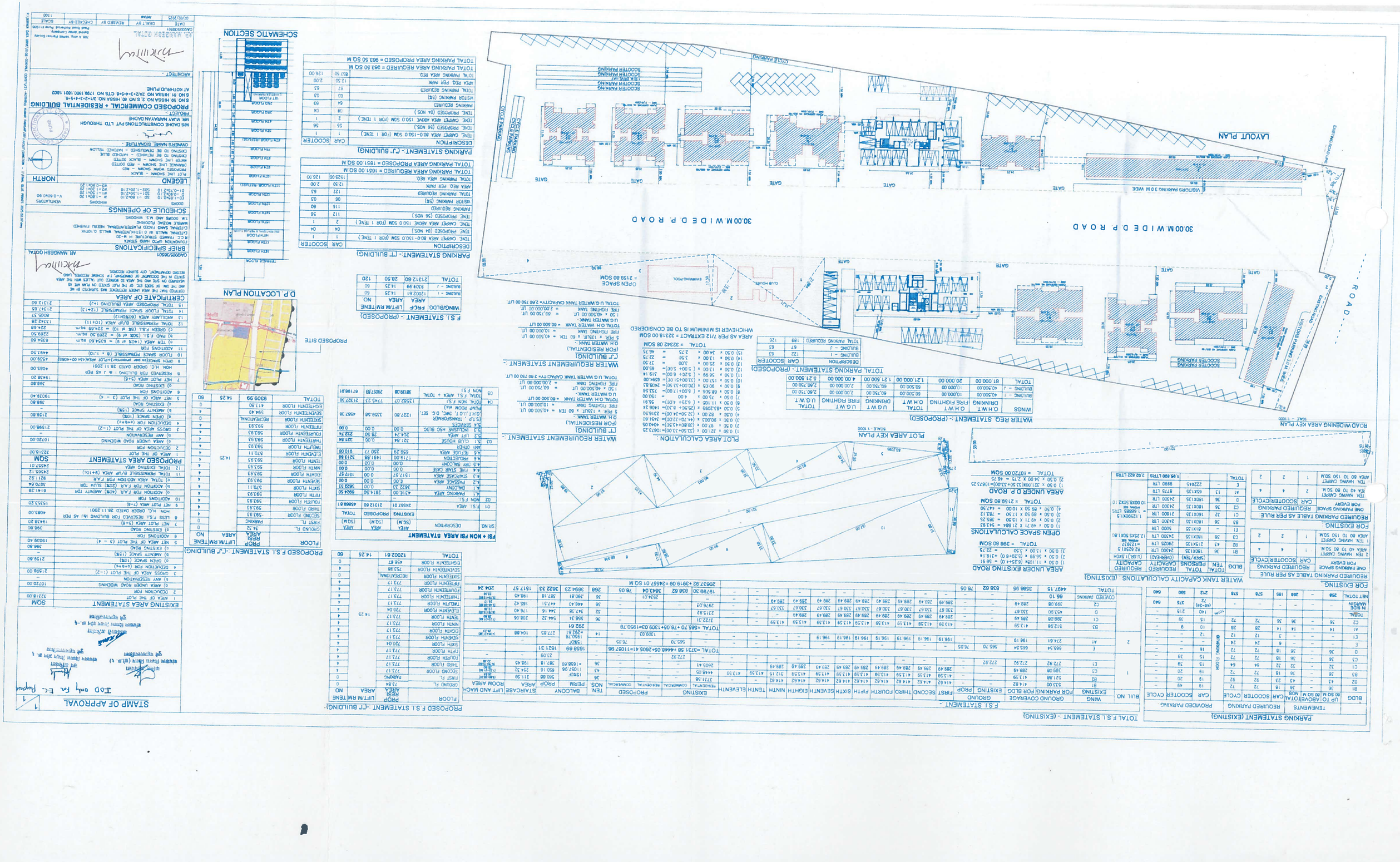

30.00 M. WIDE D.P. ROAD
LAYOUT PLAN
SCHEMATIC SECTION
D.P. LOCATION PLAN
PROPOSED SITE
ROAD WIDENING AREA KEY PLAN
PLOT AREA KEY PLAN
PLOT AREA CALCULATION :
OPEN SPACE CALCULATIONS
AREA UNDER D.P. ROAD
AREA UNDER EXISTING ROAD
WATER REQ. STATEMENT :- (PROPOSED)
TOTAL PARKING STATEMENT :- (PROPOSED)
WATER REQUIREMENT STATEMENT :- CF BUILDING
WATER REQUIREMENT STATEMENT :-
F.S.I. STATEMENT :- (PROPOSED)
PARKING STATEMENT :- CF BUILDING)
PARKING STATEMENT :- (PROPOSED)
PROPOSED D.P. STATEMENT :- CF BUILDING)
PROPOSED F.S.I. STATEMENT :- CF BUILDING)
TOTAL F.S.I. STATEMENT :- (EXISTING)
WATER TANK CAPACITY CALCULATIONS (EXISTING)
REQUIRED PARKING TABLE AS PER RULE
FOR EXISTING
PARKING STATEMENT (EXISTING)
EXISTING STATEMENT
PROPOSED STATEMENT
EXISTING ROAD
PROPOSED COMMERCIAL + RESIDENTIAL BUILDING
M/S DADHE CONSTRUCTIONS PVT LTD THROUGH
SHRI VIJAY NARAYAN DADHE
ARCHITECT :-
OWNER'S NAME SIGNATURE :-
NORTH
LEGEND
SCHEDULE OF OPENINGS
BRIEF SPECIFICATIONS
CERTIFICATE OF AREA
STAMP OF APPROVAL
TOD only for E.C. Purpose

EXHIBIT – ₹ 16

Exhibit- 16

38.	SIA/MH/INFRA2/475337/2024	**Proposed development at S. no. 59/2/1, 59/2/3/4/5/6, 60/2/1, 60/2/2A/3/4/5/6, 61/2A/3/4/5/6, 61/3/2/3/4/5/6, CTS no. 1799, 1800, 1801, 1802, Kothrud, Pune by M/s. Dadhe Construction Pvt Ltd through Mr. Vijay Narayan Dadhe**

Representative of PP was present during the meeting along with environmental consultant M/s. J M Enviro-Net Pvt Ltd.

It is noted that, the PP has submitted the application for prior environment clearance for proposed project with total plot area of 32318.00 m2, FSI area of 45869.61 m2, Non FSI area of 21327.30 m2 and total BUA of 67196.91 m2.

Brief information of the proposal is as below:

1.	Proposal Number	SIA/MH/INFRA2/475337/2024	
2.	Name of Project	Proposed development at S. no. 59/2/1, 59/2/3/4/5/6, 60/2/1, 60/2/2A/3/4/5/6, 61/2A/3/4/5/6, 61/3/2/3/4/5/6, CTS no. 1799, 1800, 1801, 1802, Kothrud, Pune by M/s. Dadhe Construction Pvt Ltd through Mr. Vijay Narayan Dadhe	
3.	Project category	Category 'B2', Activity 8(a)	
4.	Type of Institution	Private	
5.	Project Proponent	Name	Mr. Vijay Narayan Dadhe
		Regd. Office	D-311, Paradise Towers, Baner road, Pune-411045
6.	Consultant	J M Enviro-Net Pvt Ltd	
7.	Applied for	New	
8.	Details of previous EC	--	
9.	Location of the project	S. no. 59/2/1, 59/2/3/4/5/6, 60/2/1, 60/2/2A/3/4/5/6, 61/2A/3/4.5/6, 61/3/2/3/4/5/6, CTS no. 1799, 1800, 1801, 1802, Kothrud, Pune	
10.	Latitude and Longitude	Latitude – 18°29'51.58"N Longitude - 73°48'6.80"E	
11.	Total Plot Area (m2)	32318.00 sq. m.	
12.	Deductions (m2)	12,879.8 sq. m.	
13.	Net Plot area (m2)	19438.20 sq. m.	
14.	Existing & Proposed FSI area (m2)	45869.61 sq. m. (Existing – 24557.01 sq. m. + Proposed – 21312.60 sq. m.)	
15.	Existing & Proposed non-FSI area (m2)	21327.30 sq. m. (Existing – 13582.07 sq. m. + Proposed – 7745.23 sq. m.)	
16.	Existing & Proposed TBUA (m2)	67196.91 sq. m. (Existing – 38139.08 sq. m. + Proposed – 29057.83 sq. m.)	
17.	TBUA (m2) approved by Planning Authority till date	67196.91 sq. m. as per IOD.	
18.	Total existing construction built up area (FSI + NON FSI)	38139.08 sq. m. (Bldg B1,B2,B3,C1,C3, D,E.E1,Club house – 31706.31 sq. m. + Bldg A1, C2 – 6432.77 sq. m.)	
19.	Ground coverage (m2) & %	--	
20.	Total Project Cost (Rs.)	Rs. 111 Cr.	
21.	CER as per MoEF & CC circulardated 01/05/2018	NA, per OM No. F.No.22-65/2017/IA.III dt. 30.09.2020 & OM 22-65/2017-IA-III dated 25.02. 2021	

22.	Details of Building Configuration:				Reason for Modification / Change
	Previous EC / Existing Building	Proposed Configuration			
	--	Building Name	Configuration	Height(m)	-
		Building A1 (Existing)	Parking + 7 floors	23.95 m	
		Building B1 (Existing)	Parking + 9 floors	29.95 m	
		Building B2 (Existing)	Parking + 11 floors	35.95 m	

Member Secretary **Chairman**

		Building B3 (Existing)	Parking + 9 floors	29.95 m	
		Building C1 (Existing)	Parking + 8 floors	26.95 m	
		Building C2 (Existing)	Parking + 9 floors	29.95 m	
		Building C3 (Existing)	Parking + 9 floors	29.95 m	
		Building D (Existing)	Parking + 9 floors	29.95 m	
		Building E (Existing)	Ground + 0	4.65 m	
		Building E1 (Existing)	Parking + 1 floors	5.10 m	
		Building I (Proposed)	Parking + 18 floors	74.55 m	
		Building J (Proposed)	Parking + 18 floors	74.55 m	

23.	Total number of tenements	Residential: 389 Nos (Existing – 269 + Proposed 120) Commercial shops Population: Residential – 2123 Persons (Existing – 1345 + Proposed -778), Commercial – 303 Persons			
24.	Water Budget (Existing + Proposed)	Dry Season (CMD)		Wet Season (CMD)	
		Fresh Water	191.4	Fresh Water	191.4
		Flushing	101.59	Flushing	101.59
		Swimming Pool	05	Swimming Pool	05
		Gardening	17.28	Gardening	0
		Total	322.52	Total	317.52
		Waste water generation	270.22	Waste water generation	270.22
25.	Water Storage Capacity for Firefighting / UGT (m3)	200 KLD + 200 KLD			
26.	Source of water	PMC			
27.	Rainwater Harvesting (RWH)	Level of the Ground water table:	7 - 8 m BGL in post monsoon 10 - 12 m BGL in pre monsoon		
		Size and no of RWH tank(s) and Quantity:	NA		
		Quantity and size of recharge pits:	04 pits , **Size:** 2.00 m. X 2.00 m. X 2.00 m. Depth , With a dia of 160 mm and 60 m depth .		
		Details of UGT tanks if any:	Drinking & Domestic – 90 KLD + 95 KLD Fire : 200 KLD + 200 KLD		
28.	Sewage and Wastewater	Sewage generation in CMD:	270.46 KLD (Existing + Proposed)		
		STP technology:	MBBR		
		Capacity of STP (CMD):	Proposed bldgs. I & J - 50 KLD + 55 KLD		
29.	Solid Waste Management during Construction Phase	Type	Quantity (kg/d)	Treatment / disposal	
		Total waste- 20 kg/d Dry waste- 10 kg/d, Wet waste- 10 kg/d		To PMC Ghantagadi	
		Construction waste	Excavated material from construction activity	Top soil will be used for landscaping. Debris and excavated material will be reused within site.	
30	Solid Waste Management during Operation Phase (Existing + Proposed)	Type	Quantity (kg/d)	Treatment / disposal	
		Dry waste:	470.45 kg/day	Will be handed over to authorized agency	
		Wet waste:	667.2 kg/day	Treatment – OWC machine Disposal – Used as a manure	
		Hazardous waste:	NA	NA	
		BMW	NA	NA	
		E-Waste	11.99 kg/day	Will be handed to authorized agency	
		STP Sludge (dry)	13 kg/day	Will be used as a manure	
31.	Green Belt Development	Total RG area (m2):		Total RG area required: 2159.80 sq. m.	
		Existing trees on plot:		212+ 28 no's	

Member Secretary **Chairman**

		Number of trees to be planted:	178 nos' (Including Compensatory)
		Number of trees to be cut:	08 no's
		Number of trees to be transplanted:	0
32.	Power requirement:	Source of power supply:	MSDCL
		During Construction Phase (Demand Load):	50 KVA
		During Operation phase (Connected load):	Proposed – 2066 KW
		During Operation phase (Demand load):	Proposed – 844 KW
		Transformer:	Proposed – 2 x 500 KVA
		DG set:	Proposed – 250 KVA & 200 KVA
		Fuel used:	HSD
33.	Energy saving	Bldg I : Total Energy saving: 23.50 %, Bldg J : Total Energy saving: .21.86 %	

34.	Environmental Mgt. plan budget during Construction phase	Type	Details	Cost
		Air	Dust suppression measures and barricading	Rs. 1,06,000 /-
		Land	Site Sanitation & Safety	Rs. 26,500/-
		Env. management	Environmental Monitoring	Rs. 1,84,000/-
		Health & safety	Disinfection and Health Check-ups	Rs. 88,000 /-

35.	Environmental Management plan Budget during Operation phase	Component	Details	Capital (Rs.)	O&M (Rs. /Y)
		Sewage Treatment Plant	02 STP-Proposed	Rs. 65,00,000 /-	Rs. 7,00,000 /-
		Solid Waste Management	02 OWC's Proposed	Rs. 17,50,000 /-	Rs. 3,02,112 /-
		Bio-medical waste	--	Rs. 1,00,000 /-	
		Rain Water Harvesting	04 pits	Rs. 4,80,000 /-	Rs. 96,000 /-
		Green Belt Development	Native trees	Rs. 37,62,262 /-	Rs. 3,16,800 /-
		Energy	Energy saving features	Rs. 79,37,097 /-	Rs. 4,55,601 /-
		Env. Monitoring	-	-	Rs. 2,80,000 /-

36.	Traffic Management	Type	Required as per DCR	Actual Provided	Area per pkg.
		4-Wheeler	185(Existing)+ 189(Proposed)	212 (Existing) + 332 Proposed	As per rule
		2-Wheeler	578(Existing)+126 (Proposed)	590(Existing)+ 126 (Proposed)	
		Bicycles	578(Existing)	640(Existing)	

37.	Details of Court cases / litigations w.r.t. the project and project location if any.	Suit Property	Court Type	Court Name	Case Number	Parties	Stage
		Building I & J	Senior Division, Pune	Civil judge	Special Civil Suite No. 1145/2000.	M/s. Bhushan Kulkarni and Associates Private Limited Vs M/s. Dadhe Constructions Private Limited and Others.	Resolved.

Deliberations:

PP stated that, the application is for Proposed development at S. no. 59/2/1, 59/2/3/4/5/6, 60/2/1, 60/2/2A/3/4/5/6, 61/2A/3/4/5/6, 61/3/2/3/4/5/6, CTS no. 1799, 1800, 1801, 1802, Kothrud, Pune.

PP informed about history of the project as below:

(i) The M/s. Dadhe Construction Pvt Ltd (PP) purchased the land of Total Plot area of 32318 m2.

(ii) The plot was sold in 02 parts (undivided) to different entities –
- Firstly Sale agreement was executed on 26.11.1997 for Plot area – 4085 sq. m. with M/s. Bhushan Kulkarni & Associates Pvt Ltd.
- Secondly with M/s. Viraj Properties for plot area of 15000 sq. m.

(iii) The layout was sanctioned in 1998 & revised in the year of 2002, 2003, 2007, 2008, 2010 & 2023 respectively.

(iv) The layout consists of total 12 buildings -
- Ten buildings under M/s. Viraj Properties Ownership - Building A1, B1, B2, B3, C1,C2,C3, D, E, E1 – Constructed & Completed;
- Two buildings Under M/s. Bhushan Kulkarni & Associates Pvt Ltd ownership - Building I & J – Proposed & Vacant Plot till date.

(v) The plinth checking certificates obtained – Ten buildings under M/s. Viraj Properties Ownership :
- For 08 buildings namely B1, B2, B3, C1,C3, D, E, E1 were obtained before EIA Notification, 07th July, 2004.
- For 02 building namely A1, C2 were obtained after EIA Notification, 07th July, 2004.

(vi) The construction completed & occupancy certificates obtained – Ten buildings under M/s. Viraj Properties Ownership :
- For 06 buildings namely - B1,B2,C3,D,E,E1 obtained before the EIA Notification , 14th September, 2006.
- For 02 buildings namely B3, C1 obtained in Year 2007.
- For remaining 02 buildings namely A1, C2 obtained in Year 2011 where these building were already sanctioned in year 2002 , 2003 before EIA Notification , 2004

(vii) In the meantime court litigation was going on from the year 2000 regarding plot under bldg. I & J which has been resolved in 2023 & obtained IOD and 1st conditional CC sanction in 2023.

(viii) Two Buildings – A1, C2 (M/s. Viraj Properties Ownership) were constructed after 14.09.2006.

(ix) Now as per applicability of UDCPR & TDR potential of Building I & J has been increased hence applied for EC. Further Building I & J are proposed and plot is vacant till date.

PP informed that the layout sanctioned in 1998 was revised in the year of 2002, 2003, 2007, 2008, 2010 and 2023 respectively and accordingly revised commencement certificates were sought from the planning authority. The PP had not provided the details of revised CCs obtained after 14th September, 2006. However, the PP had continued with construction activity after 14th September, 2006, i.e. after falling under the mandate of obtaining EC. Thus the PP has violated the provisions of Environmental Impact Assessment Notification, 2006, r.w. Environment (Protection) Act, 1986, amended till date.

The case was discussed on the basis of the documents submitted and presentation made by the proponent. All issues relating to environment, including air, water, land, soil, ecology, biodiversity and social aspects were examined. The proposal is considered in category 8(a) b2.

Decision: - The Committee noted that PP had continued with construction activity after 14th September, 2006, i.e. after falling under the mandate of obtaining EC. Thus the PP has violated the provisions of Environmental Impact Assessment Notification, 2006 , r.w. Environment (Protection) Act, 1986, amended till date. After deliberation, Committee decided to reject the proposal for grant of Environmental Clearance to SEIAA.

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Member Secretary **Chairman**

AREA STATEMENT

EXISTING AREA STATEMENT		SQM
1	AREA OF THE PLOT	32318.00
2	DEDUCTION FOR	
	a) AREA UNDER ROAD WIDENING	10720.00
	b) ANY RESERVATION	-
3	GROSS AREA OF THE PLOT (1-2)	21598.00
4	DEDUCTION FOR (a+b+c)	
	a) OPEN SPACE (10%)	2159.80
	b) AMENITY SPACE (15%)	-
	c) EXISTING ROAD	398.80
5	NET AREA OF THE PLOT (3 - 4)	19039.40
6	ADDITIONS FOR	
	a) EXISTING ROAD	398.80
7	NET PLOT AREA (5+6)	19438.20
8	LESS F.S.I. RESERVED FOR BUILDING I&J AS PER HON. H.C. ORDER DATED 28.11.2001	4085.00
9	NET PLOT AREA (7-8)	15353.20
10	ADDITIONS FOR	
	a) ADDITION FOR F.A.R. (40%) AMENITY TDR	6141.28
	b) ADDITION FOR F.A.R. (20%) SLUM TDR	3070.64
	c) TOTAL AREA ADDITION FOR F.A.R.	9211.92
11	TOTAL PERMISSIBLE B/UP AREA (9+10c)	24565.12
12	TOTAL EXISTING AREA	24557.01
PROPOSED AREA STATEMENT		SQM
1	AREA OF THE PLOT	32318.00
2	DEDUCTION FOR	
	a) AREA UNDER ROAD WIDENING	10720.00
	b) ANY RESERVATION	-
3	GROSS AREA OF THE PLOT (1-2)	21598.00
4	DEDUCTION FOR (a+b+c)	
	a) OPEN SPACE (10%)	2159.80
	b) AMENITY SPACE (15%)	-
	c) EXISTING ROAD	398.80
5	NET AREA OF THE PLOT (3 - 4)	19039.40
6	ADDITIONS FOR	
	a) EXISTING ROAD	398.80
7	NET PLOT AREA (5+6)	19438.20
8	RESERVED FOR BUILDING I & J AS PER HON. H.C. ORDER DATED 28.11.2001	4085.00
9	OPEN SPACE(as per proportion)+PLOT AREA(464.00+4085)	4539.00
10	FLOOR SPACE PERMISSIBLE (8 x 1.10)	4493.50
11	ADDITIONS FOR	
	a) TDR AREA (140% of 9) = 6354.60 sq.m	6354.60
	b) PAID F.S.I. (50% of 9) = 2269.50 sq.m.	2269.50
	c) GREEN F.S.I. (5% of 10) = 224.68 sq.m.	224.68
12	TOTAL PERMISSIBLE B/UP AREA (10+11)	13342.28
13	ANCILLARY AREA (60%ON12)	8005.37
14	TOTAL FLOOR SPACE PERMISSIBLE (12+13)	21347.65
15	TOTAL PROPOSED AREA (BUILDING I+J)	21312.60

FSI + NON FSI AREA STATEMENT				
SR.NO.	DESCRIPTION	AREA (SQ.M)	AREA (SQ.M)	AREA (SQ.M)
		EXISTING	PROPOSED	TOTAL
01	F.S.I. AREA	24557.01	21312.60	45869.61
02	NON F.S.I.	-		
	4.1 PARKING AREA	4310.00	2614.50	6924.50
	4.1 BALCONY	3622.33	0.00	3622.33
	4.2 PASSAGE AREA	0.00	0.00	0.00
	4.3 STAIRCASE AREA	1517.57	0.00	1517.57
	4.4 FIRE STAIR CASE	0.00	0.00	0.00
	4.5 DRY BALCONY	0.00	0.00	0.00
	4.6 PROJECTION	1719.00	1491.88	3210.88
	4.6 REFUGE AREA	659.29	250.77	910.06
	ANY OTHER			
03	5.1 CLUB HOUSE	321.84	0.00	321.84
	5.2 LIFT AREA	204.24	28.50	232.74
	5.3 INCLUSIVE HSG BLDG.	0.00	0.00	0.00
	5.4 SERVICES (S.T.P , TRANSFORMER ,O.H.T.,U.G.T, OWC, D.G. SET, PUMP ROOM etc)	1227.80	3359.58	4587.38
04	TOTAL NON F.S.I	13582.07	7745.23	21327.30
05	TOTAL F.S.I. AREA + TOTAL NON F.S.I	38139.08	29057.83	67196.91

Total Plot area : 32318.00 sq. m.
Total Construction built up area : **67196.91 sq. m. (Existing – 38139.08 sq. m. + Proposed – 29057.83 sq. m.)**
(FSI-45869.61 sq. m. + NON FSI- 21327.30 sq. m.)

ARCHITECT CERTIFICATE

AR. MANGESH GOTAL

architecture master planning project management

A-705, VANAZ PARIVAR SOCIETY, BEHIND VANAZ COMPANY, PAUD ROAD, KOTHRUD PUNE - 411038

Date: 14/08/2024

To,
The Chairman
SEAC, Maharashtra State
Environment Department
Govt. of Maharashtra
Mumbai.

Subject: Constructed built up area (FSI + NON FSI) statement of Proposed development at S. no. 59/2/1, 59/2/3/4/5/6, 60/2/1, 60/2/2A/3/4/5/6, 61/2A/3/4/5/6, 61/3/2/3/4/5/6, CTS no. 1799, 1800, 1801, 1802, Kothrud, Pune by M/s. Dadhe Construction Pvt Ltd through Mr. Vijay Narayan Dadhe is as follows –

Respected Sir,

The total Existing & Proposed Buildings --- the details as below :

CERTIFICATE

EXISTING AREA STATEMENT PLINTH SANCTION IN 2004 OR BEFORE

BUILDING NAME	FSI	BALCONY AREA	STAIRCASE AREA	LIFT &LMR AREA	REFUGE AREA	SERVICES AREA	PARKING AREA	PROJECTION AREA
B1	3731.59	560.88	211.59	26.91	63.66	122.78	431.00	171.90
B2	4448.05	650.16	253.32	28.90	103.40	122.78	431.00	171.90
B3	3722.31	544.55	208.06	28.90	103.40	122.78	431.00	171.90
C1	2314.92	331.16	176.40	22.38	22.37	122.78	431.00	171.90
C3	2605.41	387.18	198.45	22.36	22.37	122.78	431.00	171.90
D	2976.03	447.51	165.42	26.17	82.67	122.78	431.00	171.90
F	631.75	-	-	-	-	122.78	431.00	171.90
E1	272.92	23.09	-	-	-	122.78	431.00	171.90
TOTAL AREA	20713.97	2955.30	1214.24	155.65	537.87	982.24	3448.00	1375.20
CLUB HOUSE	321.84							
GRAND TOTA	20713.97 + 321.84 + 2955.30 + 1214.24 + 155.65 + 537.87 + 982.24 + 3448.00 + 1375.20 = 31706.31SQ.M.							

AR. MANGESH GOTAL

architecture master planning project management

A-705, VANAZ PARIVAR SOCIETY, BEHIND VANAZ COMPANY, PAUD ROAD, KOTHRUD PUNE - 411038

EXISTING AREA STATEMENT PLINTH SANCTION AFTER 2004

BUILDING NAME	FSI	BALCONY AREA	STAIRCASE AREA	LIFT &LMR AREA	REFUGE AREA	SERVICES AREA	PARKING AREA	PROJECTION AREA
A1	3309.03	277.85	104.88	26.23	19.05	122.78	431.00	171.90
C2	2534.01	387.18	198.45	22.36	22.37	122.78	431.00	171.90
TOTAL AREA	3843.04	665.03	303.33	48.59	121.42	245.56	862.00	343.80
GRAND TOTA	3843.04 + 665.03 + 303.33 + 48.59 + 121.42 + 245.56 + 862.00 + 343.80 = 6432.77SQ.M.							

TOTAL EXISTING AREA = 31706.31 + 6432.77 = 38139.08 SQ.M.

AR. MANGESH GOTAL.

(CA/2005/36501)

AR. MANGESH GOTAL
A-705 Vanaz Parivar Society Behind Vanaz Company Paud Road, Kothrud Pune-411 038
Architecture Master Planning & Interior

EXISTING AREA STATEMENT PLINTH SANCTION IN 2004 OR BEFORE

BUILDING NAME	FSI	BALCONY AREA	STAIRCASE AREA	LIFT &LMR AREA	REFUGE AREA	SERVICES AREA	PARKING AREA	PROJECTION AREA
B1	3731.58	560.88	211.59	26.94	103.66	122.78	431.00	171.90
B2	4448.05	650.16	254.32	28.90	103.40	122.78	431.00	171.90
B3	3722.31	544.32	208.06	28.90	103.40	122.78	431.00	171.90
C1	2315.92	344.16	176.40	22.38	72.37	122.78	431.00	171.90
C3	2605.41	387.18	198.45	22.36	72.37	122.78	431.00	171.90
D	2976.03	447.51	165.42	26.17	82.67	122.78	431.00	171.90
E	641.75	-	-	-	-	122.78	431.00	171.90
E1	272.92	23.09	-	-	-	122.78	431.00	171.90
TOTAL AREA	20713.97	2957.30	1214.24	155.65	537.87	982.24	3448.00	1375.20
CLUB HOUSE	321.84							
GRAND TOTA	20713.97 + 321.84 + 2957.30 + 1214.24 + 155.65 + 537.87 + 982.24 + 3448.00 + 1375.20 = 31706.31SQ.M.							

EXISTING AREA STATEMENT PLINTH SANCTION AFTER 2004

BUILDING NAME	FSI	BALCONY AREA	STAIRCASE AREA	LIFT &LMR AREA	REFUGE AREA	SERVICES AREA	PARKING AREA	PROJECTION AREA
A1	1309.03	277.85	104.88	26.23	49.05	122.78	431.00	171.90
C2	2534.01	387.18	198.45	22.36	72.37	122.78	431.00	171.90
TOTAL AREA	3843.04	665.03	303.33	48.59	121.42	245.56	862.00	343.80
GRAND TOTA	3843.04 + 665.03 + 303.33 + 48.59 + 121.42 + 245.56 + 862.00 + 343.80 = 6432.77SQ.M							

TOTAL EXISTING AREA = 31706.31 + 6432.77 = 38139.08 SQ.M.

PLINTH CERTIFICATES & COMPLETION CERTIFICATES

Sr. no.	Building name with configuration	Plinth checking certificate	Completion received
1	B1: P+9	22.10.2002	19.11.2004
2	B2: P+11	27.01.2004	19.05.2005
3	B3: P+9	27.01.2004	30.03.2007
4	C1: P+8	27.01.2004	30.03.2007
5	C3: P+9	18.12.2002	19.11.2004
6	D: P+9	27.01.2004	19.05.2005
7	E: Ground	27.01.2004	19.11.2004
8	E1: P+1	27.01.2004	19.05.2005
9	A1: P+7	-	11.10.2011
10	C2: P+9	-	11.10.2011
11	I : P+ 18	Proposed	Proposed
12	J : P+ 18	Proposed	Proposed

Plinth Certificates

Bldg B1 – 22.10.2002

BCO/937 | दि. 22/10/02 (156)

MMDM. (512) 12,000-7-97 — Building Control Dept

PUNE MUNICIPAL CORPORATION
Building Control Department
Approval of Work upto Plinth Level

PROPOSAL NO. | PAGE NO. 78

Bldg. No "B1" only.

SITE DETAILS	
PETH/ T.P. SCHEME	
VILLAGE	Kothrud
SOCIETY	—
C.T.S. NO	—
SURVEY NO	59/2+60/2+61/A
FINAL PLOT NO.	
SUB. PLOT NO.	
LAND MARK	

To
Shri Prakash Sharma
A-45 Sita Apts, Kasturba Soc.
Vishrantwadi, Pune-5

Sir,
With reference to your intimation No. — dated 1.10.02
regarding the completion of construction work upto plinth level in the above mentioned site I have to inform on verification at site that —

1. The further work may be proceeded with as per sanctioned plans. Sanctioned under Commencement Certificate No : 5355 dated : 19.9.02
2. The Work shall not be proceeded with Bldg. No "B1"
   (a) As it is not as per sanctioned plans
   (b) ...
   (c) ... महाराष्ट्र माहिती अधिकार-अधिनियम 2004
   (d) ...
3. ...

Yours faithfully,

Sub / Junior Engineer,
Building Control
Pune Municipal Corporation
Date

Asst. Engineer,
Building Control No 5
Pune Municipal Corporation
Date

Received

Bldg B2, E1,E,D, B3, C1 – 27.01.2004

BCO/960 (116)

MMDM. (596) 10,000-4-02 — Building Control Dept

PUNE MUNICIPAL CORPORATION
Building Control Department
Approval of Work upto Plinth Level

PROPOSAL NO. | PAGE NO.

Bldg No. B2, E1, E, D, B3, C1 Only

Ref. No. —

Date 30.12.03

SITE DETAILS	
PETH/ T.P. SCHEME	
VILLAGE	Kothrud
SOCIETY	—
C.T.S. NO	—
SURVEY NO	59/2+60/1+61
FINAL PLOT NO	
SUB. PLOT NO	—
LAND MARK	—

To
Shri Prakash Sharma
A-45 Sita Apts.
Kasturba Society
Vishrantwadi, Pune-15

Sir,
With reference to your intimation No — dated 30.12.2003
regarding the completion of construction work upto plinth level in the above mentioned site I have to inform on verification at site that —

1. The further work may be proceeded with as per sanctioned plans. Sanctioned under Commencement Certificate No 19[illegible] dated 19.12.03
2. The Work shall not be proceeded with महाराष्ट्र माहिती अधिकार-अधिनियम 2004
   (a) As it is not as per sanctioned plans
   (b) [illegible]
   (c) [illegible]
   (d) [illegible]
3. [illegible]

Yours faithfully

Sub / Junior Engineer,
Building Control,
Pune Municipal Corporation
Date

Asst. Engineer,
Building Control No
Pune Municipal Corporation
Date

Received

Bldg C3 – 18.12.2002

BCO/937 | दि. [illegible] (170)

MMDM. (596) 10,000-4-02 — Building Control Dept

PUNE MUNICIPAL CORPORATION
Building Control Department
Approval of Work upto Plinth Level

PROPOSAL NO. | PAGE NO. 85

Pmt. II Bldg. No. C-3 only.

SITE DETAILS	
PETH/ T.P. SCHEME	
VILLAGE	Kothrud
SOCIETY	—
C.T.S. NO	—
SURVEY NO	59/2+60/3+61/A+106
FINAL PLOT NO	—
~~SUB. PLOT NO~~ stdg.	C-3
LAND MARK	—

Date 28.10.02

To
Shri Prakash Sharma
A-45 Sita Apts,
Kasturba Soc.
Vishrantwadi, Pune-15

Sir,
With reference to your intimation No. — dated 28.10.02
regarding the completion of construction work upto plinth level in the above mentioned site I have to inform on verification at site that —

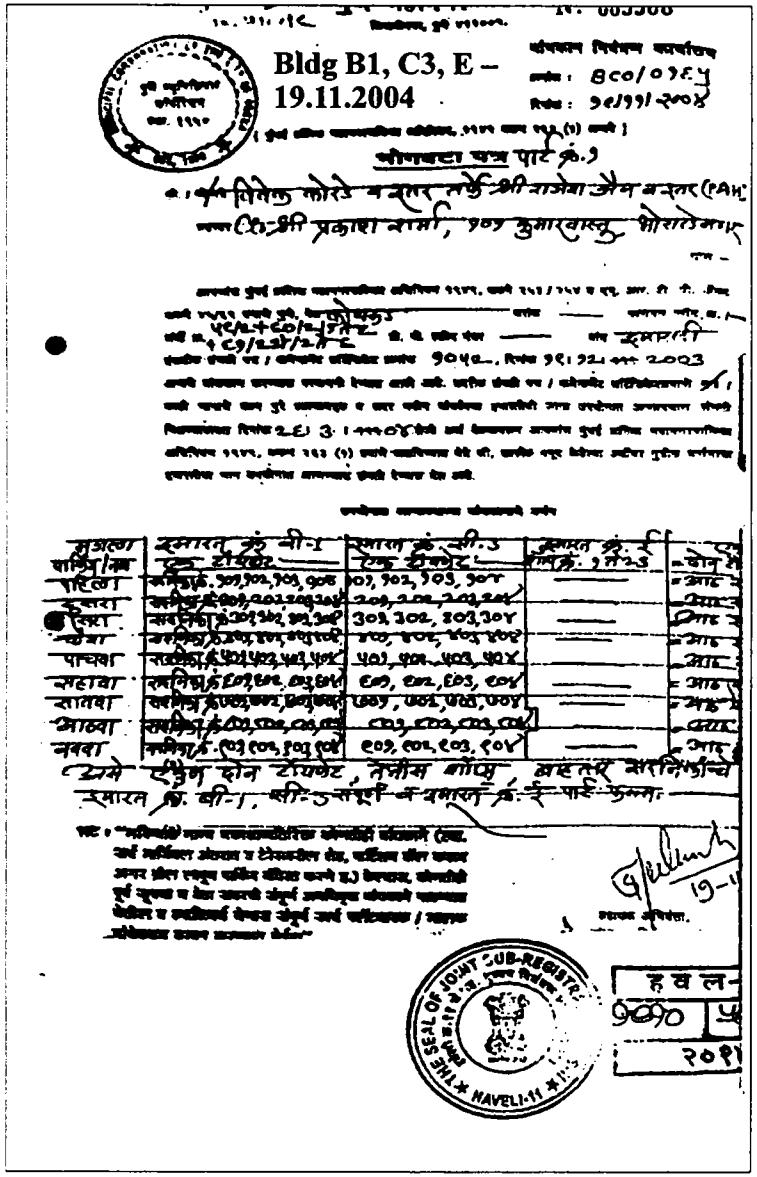
1. The further work may be proceeded with as per sanctioned plans Sanctioned under Commencement Certificate No 5355 dated 19.9.02
2. The Work shall not be proceeded with
   (a) As it is not as per sanctioned plans
   (b) ... महाराष्ट्र माहिती अधिकार-अधिनियम 2004
   (c) ...
   (d) ...
3. ...

Yours faithfully,

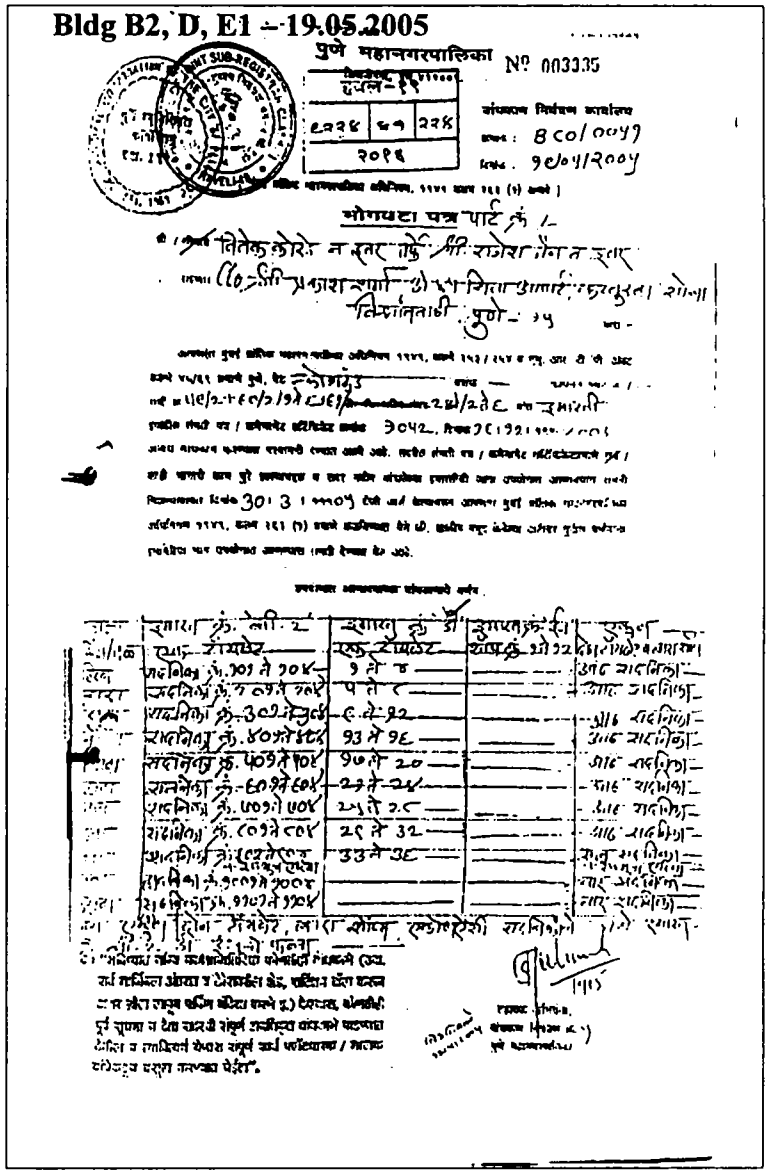
Sub / Junior Engineer,
Building Control
Pune Municipal Corporation
Date

Asst. Engineer,
Building Control No 6
Pune Municipal Corporation
Date

Completion Certificates

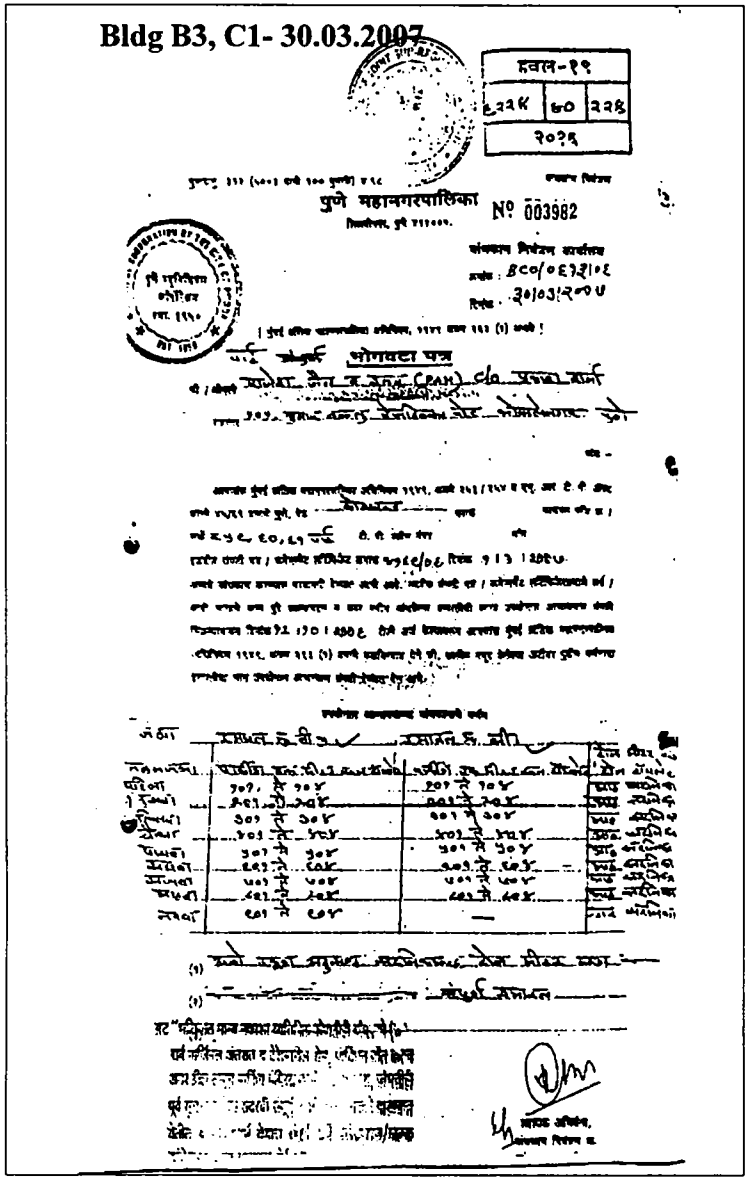


Bldg B1, C3, E – 19.11.2004



Bldg B2, D, E1 – 19.05.2005

Bldg B3, C1- 30.03.2007

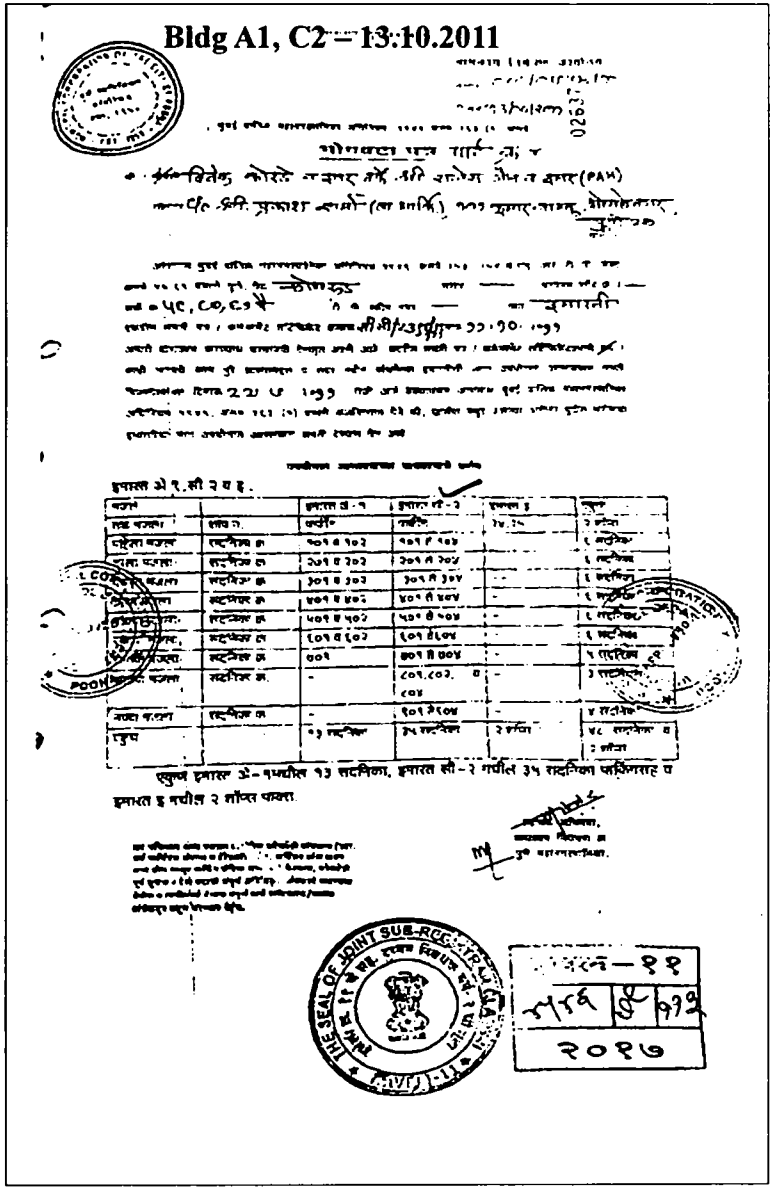


पुणे महानगरपालिका

№ 003982

भोगवटा पत्र

Bldg A1, C2 – 13.10.2011



भोगवटा पत्र

Exhibit-17 EXHIBIT – 17

DADHE CONSTRUCTIONS PVT. LTD.

Office :- D-311, Paradise Towers, Baner Road, Pune -411049
Email Id – dadhevijay@gmail.com , Mob. - 9822018050

Date : 09/03/2025

MOST URGENT & IMPORTANT

To,

1) **Hon'ble Principle Secretary**
Department of Environemnt Protection,
State of Maharashtra
Mantralaya, Mumbai -400021.

2) **Hon'ble Chairman**
SEIAA COMMITTEE
State of Maharashtra
Nariman Point, Mumbai -400021.

3) **Hon'ble Chairman**
SEAC COMMITTEE
State of Maharashtra
Nariman Point, Mumbai -400021.

Subject :- **Regarding factual errors , mistakes, wrong contents in minutes of meeting of 194th SEAC Committee meeting held on 16th August 2024** -Regarding Environment Clearance of proposed I and J buildings in PMC sanctioned lyout at Survey No. 59, 60, 61 parts (CTS 1799, 1800, 1801, 1802), Kothrud, Pune -411038 .

Reference:-Initial online meeting before SEAC Committee on 16th August 2024 at 11.00 a.m. regarding this matter, (which was at serial No. 38).

Respected Sir / Madam ,

(1) On behalf of M/s. Dadhe Construction Pvt. Ltd. (M/s. DCPL), I Shri. Vijay Narayan Dadhe in the capacity of Director of M/s. DCPL had attended the said online meeting on 16th August, 2024, alongwith our EC Consultants Sayali Jagtap, Architect Harischandrakar , MEP Consultants Dhananjay Apte etc.

(2) I had submitted DCPL's letter dated 30/03/2024 along with essential details and documents , and copy of the said letter dated 30/03/2024 was annexed to my earlier written submission to you all dated - August 2024 .

(3) In the said meeting , when our consultant had briefed about past history of entire layout , Committee persons were asking questions regarding two buildings whose constructions were done after 2006 , and violation aspects, to which our consultant had pointed out following Important aspects, and I had also explained about the same in the said meeting-

(a) I had purchased the said property at Survey no 59, 60, 61 parts Kothrud between 1995 to 1998 period. I had obtained the first layout sanction regarding the said entire property on 4/3/1998 from Pune Muncipal Corporation , and 12 buildings were

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proposed in the said layout. The said layout sanction was obtained by M/s DCPL as multiple buildings layout on an undivided land (ie multiple plinths layout). Out of the net plot of about 19438.20 sq mtrs , about 4085 sq mtrs land with 4085 sq mtr FSI (at I and J locations) was sold to M/s Bhushan Kulkarni and Associates Pvt Ltd in 1997 and 15000 sq mtrs of land was sold to M/s Viraj Properties on 3/6/2002 (vide registered agreement 4581/2002 executed at SRO Haveli 4, Pune) . M/s Viraj Properties had obtained subsequent revised layout and building plans sanctions in their name and had constructed 10 buildings (other than Bhushan Kulkarni's I and J buildings) .

(b) Out of total 12 buildings in the said sanctioned layout, 8 (eight) buildings (viz E1 , B1, B2, B3, C1, C3, , D, E shop premises building) Plinths were completed by M/s Viraj Properties **before intial EIA (draft) Notification dated 7/7/2004**, and Plinth checking certificates were also obtained from Pune Muncipal Corporation prior to 7/7/2004- hence ***these 8 buildings were clearly exempted*** - **out of the purview of subsequent EIA Notification dated 14/9/2006** . Out of these 8

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buildings six buildings were totally completed and their Occupancy Certificates were also obtained before EIA Notification dated 14/09/2006. And Two buildings of M/s Viraj Properties ie C1 and B3 were completed and their Occupancy Certificates were obtained on 30/03/2007, (ie approx withing six months span from EIA notification of 2006) but as these two building's (C1 and B3) Plinths were completed prior to initial draft EIA notification dated 07/07/2004, hence these two buildings (C1 and B3) were also exempted from requirement of Environment Clearence as per EIA Notification dated 14/09/2006.

(c) Out of remaining 4 building plots (other than above mentioned 8 buildings) , ie buildings A1 , C2 ,and proposed buildings I and J - **two plots earmarked for I and J buildings, are Vacant plots - as on today,** as no constructions were carried out on these I and J plots in view of Court / High Court litigations / injunction Orders- regarding both these I & J plots of Bhushan Kulkarni - during period of 2000 to 2023. As on both these I & J plots, no constructions were carried out till this date , hence regarding both these plots (ie I & J) there is no EC violation of any sort.

ADHE CONSTRUCTIONS PUNE

(d) Balance two buildings ie A1 and C2 buildings were constructed between 2006 to 2011 period (although their building plans sanctions were obtained earlier in 2002 - 2003- 2004) and their Occupancy Certificates were obtained from Pune Municipal Corporation on 11/10/2011, but their total construction area (i.e. FSI + Non FSI areas) is only 6432.70 sq. mtrs., which is much **less than stipulated threshold limit of 20,000 sq. mtrs as per EIA notification dated 14/09/2006.** Hence EC application was not done by the concerned builder M/s Viraj Properties regarding these A1 and C2 buildings as is learnt from M/s Viraj Properties . In view of the fact that construction area of these buildings, as was not exceeding more than stipulated threshold of 20000 sq mtrs after 14/9/2006 , hence there is no violation as per EIA Notification dated 14/09/2006 regarding A1 & C2 buildings of the said layout which were constructed by M/s Viraj Properties.

(e) Secondly, even if total construction area of A1, C2 buildings as well as proposed I & J buildings /plots (both vacant plots as on today) are also considered as per - then prevailing FSI potential, then also total construction area of all these four buildings / plots

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is maximum 17,542.70 sq. mtrs., which is **less than stipulated threshold limit of 20,000 sq. mtrs.** Hence there is no / any violation of any sort, as per well settled law regarding environment protection Act. Secondly, initial sanctions were obtained in 1998 by DCPL and there after all revised sanctions were obtained by M/s Viraj Properties in 2002, 2003, 2007, 2010 etc till 2011. My dispute with Bhushan Kulkarni was compromised in 2023. And there after, recent IOD + revised layout sanctions were obtained in November 2023 by myself ie DCPL regarding the said property for I and J building plots proposed constructions . As per New Development Control Rules of 2020 , [ie UDCPR 2020] as the construction area of I and J buildings exceeds 20,000 sq mtrs, hence we had obtained IOD + revised layout sanctions and had applied to SEAC Committee - "prior to carrying out any construction at site" - for obtaining necessary Environment Clearence Certificates , and got our first hearing before SEAC Committee on 16 th August 2024 .(which was at serial no 2 on that day - and was at serial number 38 on the list).

(4) We had annexed legal opinion of Advocate Venkita Subromonium dated 30 /7/2024 (as Exhibit B) and

PUNE

Opinion of VKE Environment Consultants dated 09/08/2024 (as Exhibit C) to our earlier letter of August 2024 , which may please be perused . Few Citations which were referred to by Adv Venkita Subramonium in his opinion may please be considered regarding our case , and I am sure that you all will come to the conclusion that there is no violation regarding the said A1 and C2 buildings , whose constructions were carried out between 2006 to 2011 period and whose construction area (FSI + Non FSI area) is just 6432.70 sq mtrs which is less than the stipulated threshold limit of 20,000 sq mtrs.

(5) In the said minutes of meeting of 194 th SEAC, there are incorrect / wrong/ false mentions as– *"However ,the PP had continued with construction activity after 14th September 2006, i.e. after falling under the mandate of obtaining EC. Thus the PP has violated the provisions of Environment Impact Assessment Notification, 2006, r.w. Environment (protection) Act 1986, amended till date".*

Infact PP i.e. M/s. Dadhe Constructions Pvt. Ltd. had not / never carried out any construction over the said entire layout property till this date . Its factually incorrect mentions - that PP has carried out constructions. Regarding these wrongly mentioned contents in the said minutes of meeting , detailed explainations are mentioned in our earlier letters to you . M/s. Viraj Properties- 8 Buildings were clearly exempted from requirement of Environment clearance, as their plinths were completed prior to EIA (draft) notification dated 7 /7/ 2004 , and Occupancy certificates of completed

CONSTRUCTIONS PUNE

constructions of six buildings were also obtained from PMC prior to 14/9/2006 ie prior to EIA notification of 2006. And regarding remaining 2 buildings constructed by M/s Viraj Properties (ie B1 & C3) majority of construction- ie almost 80% construction was also completed as on 14/9/2006, & their Occupancy Certificates were obtained from PMC on 30th March 2007, i.e. within just approx 6 months from EIA notification of 2006. But clearly all 10 buildings were constructed by M/s Viraj Properties only , and PP ie M/s Dadhe Constructions Pvt Ltd has not constructed any Building in the said entire layout. It is submitted that due to these few wrong contentions / mentions in the said 194th minutes of meeting of SEAC, the decision of SEAC was also incorrect.

Hence its essential that the said mistake / wrong contents in these minutes of meeting of SEAC needs to be rectified/ corrected immediately . And while considering our proposal by SEIAA Committee in their forthcoming meeting, SEIAA Committee needs to please ensure that the said mistake / error / wrong and misleading contents are corrected at the earliest . And its requested that , there should not be any effect of these mistakes, errors , wrong mentions regarding sanction of our case , which is pending for environment clearence .

(6) We wish to rely upon following Citations regarding our case and regarding mentions about violations –

i) *Judgement of Hon'ble NGT in Appeal no 71 of 2016 [WZ] titled as Amit Maru Vs The Secretary , Ministry of Environment , Forest and Climate Change (dated 21 /11/2023).*

ii) *Hon'ble Bombay HighCourt's Judgement in Glomore Construction and Others Vs The Union of India and Others.*

iii) *Decision of Hon'ble National Green Tribunal in Appeal no 26 of 2020 [WZ] titled as Mr Ajay Jaywantrao Bhosale Vs Union of India*

iv) *Judgement of Hon'ble Bombay HighCourt in Saumya Buildcon Pvt Ltd Vs MCGM and others - 2013 SCC Online Bom 405.*

v) *Hon'ble Supreme Court's Judgement in the case of Sai Baba Sales Pvt Ltd Vs Union of India and Others reported in 2021 SCC Online SC 1133.*

It is pertinent to note that - if the positions of - on site situation - as on following important dates are considered, then it will be easily proved that there are no EC violations in this case, even by M/s. Viraj properties regarding the said entire property admeasuring 32318 Sq.mtrs on which ten buildings were constructed by M/s. Viraj Properties.

a) Position as on 14/9/2006- i.e. on EIA Notification of 2006 issuance date-

- Eight buildings of Kumar Parisar i.e. E1, B1, B2, C3, E shop premises, C1, B3 & D- were exempted from requirement of Environment clearance, as their plinths were completed prior to EIA (draft) Notification dated 7/7/2004.
- There were injunction / stay orders regarding both I & J plots, which are vacant even as on this date.

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- A1 & C2 buildings were constructed by M/s. Viraj Properties after 14/6/2006, but their construction area (FSI + non FSI areas) were just 6432.70 sq. mtrs. -Which is much less than threshold limit of 20,000 sq. mtrs. as per EIA notification of 2006.
- And even if all four building's (i.e. A1, C2, I & J) construction areas are considered as on 14 September 2006 as per development potential as per then prevailing DC Rules , then proposed FSI + non FSI areas are 17542.70 sq. mtrs. (by considering non FSI areas on higher side) – which is also "less than threshold limit of 20,000 sq. mtrs." as per EIA notification of 2006.
- Hence there is no violation regarding Environment clearance provisions.

b) **Position as on 5/1/2017, i.e. position as on introduction of New DC Rules for PMC of 2017 ie on the date of sanction of Development Plan of 2017 for Pune City-**

- As A1 & C2 building's Occupancy Certificates were obtained on 11/10/2011 & as eight buildings were already exempted as mentioned above, only proposed I and J buildings development potential needs to be considered on while checking position on 5/1/2017.
- Development potential in view of 3 FSI for "I" & "J" plots admeasuring 4085 Sq. mtrs ie FSI & non FSI

PADHE CONSTRUCTIONS PVT. LTD. PUNE

areas would not have exceeded threshold limit of 20,000 Sq. mtrs. as per EIA Notification of 2006.

- So no violation of EC provisions as on 5/1/2017. There was stay / injunction Order of Honble Highcourt regarding both I and J plots , hence no sanctions and no constructions were possible on both I and J plots.

c) Position as on 26 December 2020, i.e. the day on which new DC Rules ie UDCPR 2020 were introduced for Pune City.

- "I" & "J" plots development potential was exceeding the threshold limit of 20,000 Sq. mtrs due to 3 FSI as the said I and J plots are abutting to 30 meters wide DP Road & due to introduction of ancillary FSI concept. EC permission prior to carrying out any construction was essential from this UDCPR rules introduction date.
- But there was HighCourt injunction / stay Order .The said matter was compromised between the parties in August 2023, & hence there after, we obtained IOD + revised layout sanctions , & application for Environment Clearance was also submitted prior to carrying out any constructions on I and J plots .

- As both "I" & "J" plots are vacant & open plots as on this date, hence there is no violation of EC provisions regarding both these plots.

M/s Dadhe Constructions Pvt Ltd has assigned the development rights of the entire layout except Plots "I" and "J" on 30/6/2002 to M/s. Viraj Properties. Therefore, the entire constructions carried out on this part of layout is by the said M/s. Viraj Properties.

(7) It is pertinent to note that on the said entire layout land, there are two projects - one project of ten buildings of M/s Viraj Properties which was completed between 2002 to 2011 period. And another project of Bhushan Kulkarni of proposed I and J buildings. In existing ten buildings of M/s Viraj Properties - hundreds of premises / flat holders are staying since last 15 to 20 years. Conveyance deeds with different Societies were also executed by M/s Viraj Properties between 2014 to 2017 period. M/s Viraj Properties had developed the said project , and had obtained all the building plan sanctions and Occupancy Certificates regarding their project of ten buildings from Pune Muncipal Corporation. And they ie M/s Viraj Properties as well as their premises purchasers, and concerned Cooperative premises Societies (as Subsequent Purchasers) are totally responsible legally , regarding the said entire 10 buildings / construction aspects of the said Kumar Parisar Project.

DADHE CONSTRUCTIONS PVT. PUNE

If at all, you all come to the conclusion of any Environment Protection act's or Notification's or Laws any Violation regarding the said ten buildings or said A1 and C2 buildings of Kumar Parisar project, then specifically M/s Viraj Properties and/ or Kumar Parisar A1 Co-op Hsg Society and/or Kumar Parisar C2 Co-op Society Ltd are totally responsible for the said / any such violations . You all being concerned authorities can/ may impose necessary relevent penalties upon those who are guilty for any such violation/s.

But as per Principles of Natural Justice and prevailing laws of our Nation, no penalty can be imposed nor can be recovered from us. There was pending Stay Order of Honble HighCourt in Appeal from Order no 837 /2001 (all Court / Highcourt Orders, as well as Undertaking in Highcourt of M/s Viraj Properties are also kept on record and are annexed to our EC Application) .

No injustice is to be caused to us, as there is no fault from our side, neither we are responsible for any previous sanctions and construction of M/s Viraj Properties ten buildings project or rather their A1 and C2 buildings - which were constructed after 2006 . M/s Viraj Properties , its partners, directors and management are the only concerned parties involved in this activity , who are totally responsible for any/all such violations, if any.

Secondly, for any such violation/s by M/s Viraj Properties , our proposed I and J buildings Project's - Scrutiny and approval can not get affected or delayed, ***Else it will amount to hampering of our basic Constitutional Right to Property and Constitutional Right to do business will get seriously affected.***

Hence please give necessary instructions/ directions / Orders regarding our pending application for Environment Clearence.

Please do the needful at earliest and oblige.

Thanking you,
From,

DADHE CONSTRUCTIONS PUNE

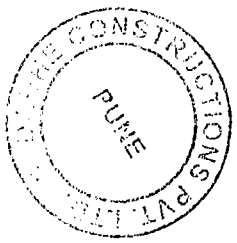
Shri Vijay Narayan Dadhe
Director ,
M/s Dadhe Constructions Pvt Ltd

Enclosed herewith for ready reference-

1) Minutes of meeting of 194th SEAC Meeting held on 16 th August 2024 , relevent details , area tables etc.(Exhibit AA)
2) My earlier letters dated August 2024, and 30/3/2024 (Exhibit A)
3) Legal Opinion of Adv Venkita Subromonium dated 30/7/2024. (Exhibit B)

4) Opinion of VKE Environment Consultants. (Exhibit C)

5) Hon'ble Bombay HighCourt's Order in Interim Application (St) no 12257 of 2024 in First Appeal no 1074 of 2005. (Exhibit D)



Dadhe Constructions Private Ltd.

D-311, Paradise Towrs, Aundh Baner Road, Pune-411045.
Mobile No. - 9822018050
Email – dadhevijay@gmail.com

EXHIBIT-18

Exhibit-18 (1)

Date: 26/02/2025

To,
The Chairman,
State Environment Impact Assessment Authority (SEIAA),
Environment Department - Maharashtra
217, Annex Building,
Mantralaya, Mumbai - 400 032

Subject: Environmental Clearance for the proposed development at S. NO. 59/2/1, 59/2/3/4/5/6, 60/2/1, 60/2/2A/3/4/5/6, 61/2A/3/4/5/6, 61/3/2/3/4/5/6, CTS NO. 1799, 1800, 1801, 1802 at Kothrud, Pune by Dadhe Construction Pvt. Ltd.
Proposal No. SIA/MH/INFRA2/475337/2024.

Reference: 288th Meeting of SEIAA held on 27/02/2025, Sr.No.11.

Respected Sir,

The above mentioned project is listed as Sr. No. 11 in the agenda of 288th SEIAA Meeting to be held on 27/02/2025.

Due to medical issues we are unable to attend the said meeting. We sincerely apologize for the inconvenience caused. I am still under medical supervision and I am substantially ill, hence please grant us adjournment of hearing on 27 th Feb 2025 and oblige.

We hope you will favour us with our request.

Thanking you,

Yours faithfully,

DADHE CONSTRUCTIONS PVT. LTD. PUNE

(Authorized Signatory)
Name: Mr. Vijay Narayan Dadhe
Designation: Partner
Project Proponent: M/s. Dadhe Constructions Pvt Ltd.

(2)

DADHE CONSTRUCTIONS PVT. LTD.

Office :- D-311, Paradise Towers, Baner Road, Pune -411049
Email Id – dadhevijay@gmail.com , Mob. - 9822018050

Date: 14/02/2025

To,
The Chairman,
State Environment Impact Assessment Authority (SEIAA),
Environment Department - Maharashtra
217, Annex Building,
Mantralaya, Mumbai - 400 032

Subject: Environmental Clearance for the proposed development at S. NO. 59/2/1, 59/2/3/4/5/6, 60/2/1, 60/2/2A/3/4/5/6, 61/2A/3/4/5/6, 61/3/2/3/4/5/6, CTS NO. 1799, 1800, 1801, 1802 at Kothrud, Pune by Dadhe Construction Pvt. Ltd. Proposal No. SIA/MH/INFRA2/475337/2024.

Reference: 287th Meeting of SEIAA held on 17/02/2025, Sr.No.11.

Respected Sir,

The above mentioned project is listed as Sr. No. 11 in the agenda of 287th SEIAA Meeting to be held on 17/02/2025.

Due to medical issues we are unable to attend the said meeting. We sincerely apologize for the inconvenience caused.

We hope you will favour us with our request.

Thanking you,

Yours faithfully,

DADHE CONSTRUCTIONS PUNE

(Authorized Signatory)
Name: Mr. Vijay Narayan Dadhe
Designation: Partner
Project Proponent: M/s. Dadhe Constructions Pvt Ltd.

EXHIBIT – 19

Exhibit- 19

पुणे महानगरपालिका
महापालिका सहा.आयुक्त कार्यालय
कोथरुड-बावधन क्षेत्रीय कार्यालय
जावक क्र.6202
दिनांक 10/10/024

प्रती,
मे.दाढे construction प्रा.लि.तर्फे श्री.विजय नारायण दाढे,
स.नं.५९/२,६०/२८१/२+३+४+५+६,६१/२अ+३+४+५+६-P+, सिसनं.१७९९,१८००,१८०१,१८०२,कोथरुड,पुणे-३८

विषय- स.नं.५९/२,६०/२८१/२+३+४+५+६,६१/२अ+३+४+५+६-P+, सिसनं.१७९९,१८००,१८०१,१८०२,कोथरुड,पुणे-३८ येथील वृक्ष

पूर्ण काढणेबाबत

संदर्भ - १) आपला आ.क्र.३४४ दि.१०/०४/२०२४ रोजीचा अर्ज.
२)मा.महापालिका आयुक्त यांची मान्यता ठराव क्र.१/१० दि.०३/०९/२०२४
३) महाराष्ट्र (नागरी क्षेत्र) झाडांचे संरक्षण व जतन अधिनियम,१९७५.
४)मे.उच्च न्यायालय,मुंबई यांचे दि.२० सप्टेंबर २०१३ रोजीचे आदेश.(जनहित याचिका क्र.९३/२००९)

स.नं.५९/२,६०/२८१/२+३+४+५+६,६१/२अ+३+४+५+६-P+, सिसनं.१७९९,१८००,१८०१,१८०२,कोथरुड,पुणे-३८ येथील खालील वर्णनात नमूद केलेले वृक्ष तोडणेस परवानगी मिळणेबाबत आपले संदर्भाकीत अर्जानुसार,संदर्भाकीत क्र.२ च्या मन्यतेनुसार व वृक्ष अधिकारी नोंदवही क्र.२०६ दि. 10/10/24 अन्वये आपणास खालीलप्रमाणे परवानगी देणेत येत आहे.

अ.क्र	वृक्षांचे नाव	म.वेढी (मी)	उंची (मी.)	वृक्षांचे वय वर्षे (अंदाजे)	मा.महापालिका आयुक्त तथा अध्यक्ष वृक्ष प्राधिकरण समिती यांनी दिलेली मान्यता ठराव क्र.१/१० दि.३/९/२०२४
१	१)वावळा(वृक्ष क्र.१)	१.२०	१०	२२	सदर वृक्ष क्र.१,२,३,४,६,७,८,२१,२२ चे एकूण-०९ वृक्षांपैकी वृक्ष क्र.१,२,४,६,७,८,२१,२२ चे एकूण-०८ वृक्ष अर्जदार यांना प्रत्यक्ष बांधकामास,Driveway तसेच गेटसाठी अडथळा ठरत आहेत.त्यामुळे नियमाप्रमाणे अनामत रक्कम स्वीकारून वयाचे अटीप्रमाणे एकूण-१६७ वृक्षांची नव्याने लागवड करणेचे अटीवर वृक्ष क्र.१,६ चे एकूण-०२ वृक्ष पुर्नरोपणास योग्य असल्याने पुर्नरोपण करणेस तर वृक्ष क्र.२,४,७,८,२१,२२ चे एकूण-०६ वृक्ष पुर्नरोपणास योग्य नसल्याने पूर्ण काढणेस परवानगी देण्यात येत आहे. तसेच वृक्ष क्र.३ ची जागेवर काही अडचण दिसत नसल्याने सदर वृक्ष काढणेस नकार कळविण्यात येत आहे.
२	२)कु.बाभूळ(वृक्ष क्र.२)	१.१०	१०	२०	
३	३)काशीद(वृक्ष क्र.३)	०.९०	१०	१८	
४	४)हिवर(वृक्ष क्र.४)	०.५०	७	१३	
५	५)कांचन(वृक्ष क्र.६)	०.५०	७	१३	
६	६)सुबाभूळ(वृक्ष क्र.७)	०.८०	१०	१५	
७	७)सुबाभूळ(वृक्ष क्र.८)	०.७०	१०	१४	
८	८)गुलमोहर(वृक्ष क्र.२१)	१.५०	१०	३२	
९	९)का.बाभूळ(वृक्ष क्र.२२)	२.५०	१०	३८	

टीप- मा.महापालिका आयुक्त तथा अध्यक्ष वृक्ष प्राधिकरण समिती यांच्या मान्यतेनुसार खालील अटींवर कार्यवाही करणेस परवानगी देणेत येत आहे.

१) उपरोक्त वृक्ष क्र.१,६ चे एकूण-०२ वृक्ष पुर्नरोपण करणेस तर वृक्ष क्र.२,४,७,८,२१,२२ चे एकूण-०६ वृक्ष पूर्ण काढणेस,स्थानिक जातीचे नवीन १६७ वृक्षांची लागवड करून संदर्भ क्र.३ च्या कायद्यान्वये त्यांचे संवर्धन व संरक्षण किमान तीन वर्षे करणे व याबाबतचा अहवाल मा.वृक्ष अधिकारी यांचेकडे सहा महिन्यातून एकदा सादर करणे बंधनकारक आहे.

२) सदरहू परवानगीचा कालावधी जावक दिनांकापासून तीन महिने मुदतीपर्यंत असेल.

३) प्रस्तुतची परवानगी कोणत्याही नागरिकांनी पाहण्यास मागितल्यास ती दाखविणे बंधनकारक आहे.

४) मा वृक्ष अधिकारी यांचे पाहणी अहवालच अवलोकन करून तसेच मा.महापालिका आयुक्त तथा अध्यक्ष वृक्ष प्राधिकरण समिती दि.२१/५/२०२४ रोजीच्या मान्यतेनुसार परवानगी देणेत येत आहे.

५) जर वृक्षांच्या पक्ष्यांची घरटी असतील तर ती योग्य त्या ठिकाणी स्थलांतरीत करणे बंधनकारक आहे.त्यामध्ये अडचण निर्माण झाल्यास मा.उपवनसंरक्षक,पुणे विभाग,दूरध्वनी क्र.०२२०-२५६७६९१८/२५६७५६६३ या क्रमांकावर संपर्क साधने.

६) सदरहू मिळकतीमध्ये उपरोक्त वृक्षांखेरीज अन्य -- वृक्ष असून,वृक्ष मरतील असे कोणतेही प्रकारचे कृत्य करणे हे संदर्भ क्र.३ मधील कायद्यान्वये गुन्हा आहे.

७) संदर्भ क्र.४ च्या मे.उच्च न्यायालय,मुंबई यांच्या आदेशान्वये किमान ६ फुट उंचीचे,किमान मध्य वेढी १० सेमी व किमान ५ वर्षे वयाचे,स्थानिक जातीचे नवीन १६७ वृक्ष लावून त्यांचा अहवाल स्थळदर्शकनकाशा व फोटोसह इकडील कार्यालयास लवकरात लवकर सादर करणे आवश्यक आहे.

८)आपणाकडून उपरोक्त परवानगी पत्राप्रमाणे वृक्ष तोडीबाबतचे कार्यवाही,संबंधित विभागाच्या हॉर्टीकल्चर मिस्त्री श्री.साबळे(मो.नं.८३०८८४१५१७)यांच्या नियंत्रणाखाली करणेत यावी.

९) आपणास यापूर्वी देण्यात आलेली नोटीस तोडावयाच्या /पुनरोपण करावयाच्या वृक्षावर अडकवून,वृक्ष काढणेबाबत कोणत्याही नागरिकांची अथवा संस्थेचा आक्षेप आला असल्यास त्याची खातरजमा केल्यानंतर वृक्ष काढणेची कार्यवाही करावी.

१०) उपरोक्त प्रस्तावाबाबत भविष्यामध्ये निर्माण होणारे आक्षेप व न्यायालयीन प्रकरणांची संपूर्ण जबाबदारी आपली राहील.

सहा.उद्यान अधिक्षक
पुणे महानगरपालिका

पुणे महानगरपालिका वृक्ष प्राधिकरण

महापालिका सहा.आयुक्त तथा
वृक्ष अधिकारी
कोथरूड-बावधन क्षेत्रीय कार्यालय
पुणे महानगरपालिका

चलन क्र.५२८८६
दिनांक. २०/०९/२०२४
रक्कम रुपये- ८०,०००/-(ऐंशी हजार रुपये फक्त)
डी डी नं.००२७८२
देवगिरी नागरी सहकारी बँक

प्रत-१) श्री.साबळे(हॉर्टीकल्चर मिस्त्री,पुणे महानगरपालिका)

यांस.....

(उपरोक्त नमूद केलेल्या अटीनुसार अर्जदारांकडून कार्यवाही केली जाते किंवा नाही याबाबत हॉर्टीकल्चर मिस्त्री यांचे नियंत्रण काम करून घेण्याची जबाबदारी राहील.)

पुणे महानगरपालिका
महापालिका सहा आयुक्त कार्यालय
कोथरुड-बावधन क्षेत्रीय कार्यालय
आवक क्र. 3046
दिनांक 29/07/2021

नोटीस

(सदरहू नोटीस संबंधित वृक्षावर आवक दिनांकापासून ८ दिवस मुदतीसाठी चिकटविणे बंधनकारक आहे.)

महाराष्ट्र नागरी क्षेत्र झाडांचे जतन,सुधारणा अधिनियम १९७५ चे कलम ८(३) अन्वये जाहीर नोटीस देण्यात येते कि,खालील वर्णनात नमूद केलेले अर्जदार यांनी वृक्ष प्राधिकरण विभाग,पुणे मनपाकडे सदर मिळकतीमधील खालील तपशीलात नमूद केलेले वृक्ष तोडण्यास/पुनर्रोपणकरणेस अर्ज केलेला आहे.त्यानुसार खात्यामार्फत व मे.उच्च न्यायालय,मुंबई यांनी गठीत केलेल्या तज्ञ समितीमार्फत सदरचे झाडे तोडणेची/पुनर्रोपणाची आवश्यकता पाहणी केलेली असून,सदरचे वृक्ष तोडीबाबत जाहिरात क्र.१/१३७ दि.१८/०७/२०२१ ने दिल्यानुसार मा.महापालिका आयुक्त तथा अध्यक्ष वृक्ष प्राधिकरण पुणे महानगरपालिका,यांच्या समोर सादर करणेसाठी सादर करण्यात आलेला अहवाल मा.महापालिका आयुक्त तथा अध्यक्ष,वृक्ष प्राधिकरण,पुणे महानगरपालिका यांनी खालीलप्रमाणे मान्यता दिलेली आहे.

अर्ज आ.क्र.	अर्जदार/मिळकतदाराचे नाव व वृक्षाचे ठिकाण	वृक्षाचे नाव व संख्या	गा.वेढी मी.	उंची मी.	वय वर्षे अंदाजे	खात्याची शिफारस	मा.तज्ञ समितीचा अभिप्राय
३४४ १०/७/२१	मे.दाते construction प्रा.लि.तर्फे श्री विजय नारायण दाते, स.नं.५९/२,६०/२८१/२+ ३+४+५+६,६१/२३+३+ ४+५+६-P+, सिसन,१७९९,१८००, १८०१,१८०२, कोथरुड,पुणे-३८	१)वावळा(वृक्ष क्र.१) २)कु.बाभूळ(वृक्ष क्र.२) ३)काशीद(वृक्ष क्र.३) ४)हिवर(वृक्ष क्र.४) ५)कांचन(वृक्ष क्र.६) ६)सुबाभूळ(वृक्ष क्र.७) ७)सुबाभूळ(वृक्ष क्र.८) ८)गुलमोहर(वृक्ष क्र.२१) ९)का.बाभूळ(वृक्ष क्र.२२)	१.२० १.६० ०.९० ०.५० ०.५० ०.८० ०.७० १.५० २.५०	१० १० १० ७ ७ १० १० १० १०	२२ २० १८ १३ १३ १५ १४ ३२ ३८	सदर वृक्ष क्र.१,२,४,६,७,८,२१,२२ चे एकूण-०८ वृक्ष अर्जदार यांना परवडा बांधकामास, Driveway,तसेच गेटसाठी अडथळा ठरत आहेत.त्यामुळे नियमाप्रमाणे अनामत रक्कम स्वीकारून वरायचे अटीप्रमाणे एकूण-१६७ वृक्षांची नव्याने लागवड करणेचे अटीवर वृक्ष क्र.१,६ चे एकूण-०२ वृक्ष पुर्नरोपणास योग्य असल्याने पुर्नरोपण करणेस तर वृक्ष क्र.२,४, ७,८,२१,२२ चे एकूण-०६ वृक्ष पुर्नरोपणास योग्य नसल्याने पूर्ण काढणेस परवानगी देणे आवश्यक आहे. तसेच वृक्ष क्र.३ चे जागेवर काही अडथळा दिसत नाही त्यामुळे सदर वृक्ष काढणेस दिलगिरी कळवावी. सदरचे प्रकरण मा.तज्ञ समिती यांचे अभिप्रायासाठी सविनय सादर.	अ प्रमाणे खात्याची शिफारस मान्य. बाधित वृक्षांपैकी सहा वृक्ष पूर्ण काढणेस व तीन वृक्ष पुर्नरोपणाची शिफारस.वृक्ष क्र.३ दिलगिरी कळविणे. बाधित वृक्षाच्या बदल्यात देय वृक्षांची ८०१० फूट उंचीची रोपे त्यास जागेत लावावी.

उपरोक्त तपशीलाप्रमाणे नमूद केलेल्या प्रस्तावाबाबत कोणतेही नागरिकाचे अथवा संस्थेचा आक्षेप असल्यास त्या संदर्भात योग्य त्या कारणासह लेखी तक्रार मा.वृक्ष अधिकारी,पुणे महानगरपालिका,वृक्ष प्राधिकरण कोथरुड क्षेत्रीय कार्यालय,कोथरुड,पुणे ४११०३८ यांचेकडे नोटीस प्रसिद्ध झाल्यापासून ८ दिवसांच्या आत नोंदविण्यात यावी.

सहा.उद्यान अधीक्षक
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कोथरुड-बावधन क्षेत्रीय कार्यालय
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लोकमत

पुणे महानगरपालिका
वृक्ष प्राधिकरण
जाहीर नोटीस

महाराष्ट्र (नागरीक्षेत्र) झाडांचे संरक्षण व जतन अधिनियम १९७५, महाराष्ट्र (नागरी क्षेत्रे) वृक्ष संरक्षण व संवर्धन नियम २००९, मे. उच्च न्यायालय, मुंबई यांचे जनहित याचिका क्र. ९३/२००९ चे दिनांक २०/९/२०१३ रोजीचे आदेश तसेच मे. महाराष्ट्र शासनाने वेळोवेळी पारित केलेले अध्यादेश, सुधारणा यांस अनुसरून जाहीर नोटीस देण्यात येते की, पुणे महानगरपालिकेच्या हद्दीतील, परिमंडळ क्र. १,२,३,४,५ अंतर्गत १५ क्षेत्रीय कार्यालयाकडील १ ते २५ वृक्षांपर्यंत व वृक्ष १ ते २५ वृक्षांच्या पुढील पूर्ण वृक्ष काढणे / पुनर्रोपण करणे बांधकामास अडथळा ठरणारे / वठलेले वृक्ष / धोकादायक वृक्ष / रस्ता विकसनाच्या कामास अडथळा करणारे वृक्ष पूर्ण काढणे / पुनर्रोपण करणेस परवानगी देण्याबाबतचे प्रस्ताव संबंधित क्षेत्रीय कार्यालयात संबंधित मा. महापालिका सहाय्यक आयुक्त तथा वृक्ष अधिकारी, पुणे महानगरपालिका यांचेमार्फत व मा. वृक्ष तज्ञ समिती यांनी केलेल्या पाहणीचा अहवाल मा. अध्यक्ष तथा महापालिका आयुक्त, वृक्ष प्राधिकरण, पुणे महानगरपालिका तसेच वृक्ष प्राधिकरण समिती यांच्या समोर मान्यतेसाठी सादर करणेत येणार आहे.

सदरहू प्रस्तावांची तपशिलवार सविस्तर माहिती निर्देशपत्र स्वरूपात (Docket) पुणे महानगरपालिकेच्या www.punecorporation.org/www.pmc.gov.in या संकेतस्थळावर publication - key doucments - Reports & DPR या लिंकवर डाऊनलोड करता येईल अशा स्वरूपात तसेच सोबत दिलेल्या QR कोडवर उपलब्ध करून देणेत आलेली आहे.

सदरहू प्रस्तावांमधील वृक्षासंबंधी कोणाचेही आक्षेप असल्यास त्यासंदर्भात योग्य कारण व वस्तुस्थितीदर्शक पुराव्यासह लेखी हरकत अर्ज अथवा तक्रार संबंधित क्षेत्रीय कार्यालयात संबंधित मा. महापालिका सहाय्यक आयुक्त तथा वृक्ष अधिकारी, पुणे महानगरपालिका यांचेकडे दि.०९/०७/२०२४ ते दि.१९/०७/२०२४ पर्यंत नोंदविण्यात याव्यात. मुदती मध्ये योग्य कारण व वस्तुस्थितीदर्शक पुराव्यासह आक्षेप अर्ज सादर करण्यात यावा, योग्य कारण व वस्तुस्थितीदर्शक पुराव्यासह आक्षेप अर्ज सादर न केल्यास तसेच मुदतीनंतर आलेले आक्षेप अर्ज फेटाळण्यात येतील याची नोंद घेण्यात यावी.

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दक्षता प्रबंधक

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दि. ०३/०९/२०२४

ठराव क्र. ९/१०

प्रति : मा.अति.महा.आयुक्त (वि.),
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नगर विकास विभागामार्फत शासकीय निर्देश क्र. TPS -१८१५ /CR -216 /15 UD -13 मंत्रालय मुंबई ३२ दि. ११/७/२०१७ नुसार

3. (b) As per the amended new Provision 8(6) if the number of trees proposed to be felled is 25 or less in such cases all the functions and powers of the Tree Authority shall be exercised by the respective Municipal Commissioner / Chief Officer / Chief Executive Officer of the Authority.

परिमंडळ क्र. १ ते ५ अंतर्गत १५ क्षेत्रीय कार्यालयाकडील वृक्ष संख्या २५ आतील वृक्ष पूर्ण काढणे /पुनर्रोपण करणे प्रस्ताव खालील प्रमाणे –

जाहिरात क्र. १/ १३७ दि. ०८/७/२०२४ वर्तमान पत्र ९/७/२०२४					
अ.क्र		अर्जक क्र. व दिनांक	प्रस्ताव धारकाचे नाव	एकूण वृक्ष*	मा. महापालिका आयुक्त तथा अध्यक्ष, वृक्ष प्राधिकरण यांचा निर्णय
			ढोले पाटील क्षेत्रिय कार्यालय		
१.	१.	२७४७ ५/६/२४	श्री. आशिष जैन स. न. ५३/१ बी, ५३/१बी ५३/२,५३/३ घोरपडी , पुणे	एकूण १५ वृक्ष २ वृक्ष पूर्ण काढणे १३ वृक्ष पुनर्रोपण करणे	मा.वृक्ष समिती /अत्याच्या शिफारशीसह प्रस्ताव मान्य
२.	२.	३६२६ २४/६/२४	श्री.संजय धारव कार्यकारी अभियंता पथ, पुणे मनपा प्रभाग क्र.२१ नॉर्थ मेन रोड ताडीगुत्ता चौक , पुणे	एकूण ८ वृक्ष ४ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे	मा.वृक्ष समिती /अत्याच्या शिफारशीसह प्रस्ताव मान्य
३.	३.	१८०९ १६/५/२४	विराज प्रोप्रर्टीज तर्फे भागीदार श्री. अविनाश आंधव व इतर स. न. २८ सि.स.नं. १६ फा. प्लॉट नं.११९ प्लॉट नं. ९ बी /२ कोरेगाव पार्क पुणे	एकूण १२ वृक्ष १ वृक्ष पूर्ण काढणे ११ वृक्ष पुनर्रोपण करणे	मा.वृक्ष समिती /अत्याच्या शिफारशीसह प्रस्ताव मान्य
४.	४.	८०२ २२/४/२४	मुख्याध्यापिका रेणुका कुलकर्णी सरस्वती विद्यालय पुनित हायस्कूल व ज्युनिअर कॉलेज ४१४ सोमवार पेठ, पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.वृक्ष समिती /अत्याच्या शिफारशीसह प्रस्ताव मान्य
५.	५.	१२११७ १२/३/२४	श्री.सरद भगवान पावसुडे ब्लू स्टोन हॉस्पिटल ते कॉसिल हॉस पुणे बेंगलोर रस्ता	एकूण १ वृक्ष १ वृक्ष पुनर्रोपण	मा.वृक्ष समिती /अत्याच्या शिफारशीसह प्रस्तावात दिलगिरी
६.	६.	११५५४ ८/३/२४	श्री.धनंजय नलावडे , ब्लू स्टोन हॉस्पिटल कोरेगाव पार्क, पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.वृक्ष समिती /अत्याच्या शिफारशीसह प्रस्ताव मान्य
			येरवडा-कळस-धानोरी क्षेत्रिय कार्यालय		
१.	१.	१८८२२ १७/४/२४	[illegible]	[illegible]	[illegible]
२.	२.	[illegible]	[illegible]	[illegible]	[illegible]
३.	३.	[illegible]	[illegible]	[illegible]	[illegible]
४.	४.	[illegible]	[illegible]	[illegible]	[illegible]
५.	५.	[illegible]	[illegible]	[illegible]	[illegible]

१२.	६	१०२६७ २३/२/२४	श्री. विलवर रावत स. न. ३३/२, प्लॉट न. ६/२, रोड न. १४ अ चाल नं.३ टिंगरे नगर , पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या जिफारशीसह प्रस्तावास दिलगिरी
१३.	७	१८४६ ७/६/२४	मोनिका क्षीरसागर स. न. ३४/१, प्लॉट न. ८५ धानोरी , पुणे	एकूण ९ वृक्ष ३ वृक्ष पूर्ण काढणे ६ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या जिफारशीसह प्रस्ताव मान्य
			नगररोड- वडगावशेरी क्षेत्रिय कार्यालय		
१४.	१.	३४७५ २४/६/२४	मा.कार्यकारी अभियंता बंडगार्डन पाणीपुरवठा विभाग लोहगाव वरणतळे स्मशानभूमी येथील पाण्याची टाकी बांधकाम	एकूण ७ वृक्ष ४ वृक्ष पूर्ण काढणे ३ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
१५.	२.	२९६९ १/७/२४	मा .कार्यकारी अभियंता पथ विभाग क्ष. खराडी बस स्टॉप दुभाजकातील वृक्ष काढणे	एकूण ७ वृक्ष १ वृक्ष पूर्ण काढणे ६ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
१६.	३.	३९१ १२/४/२४	श्री. शशिकांत सोनवणे गणेश निवास स. न. ३/४ खराडी पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
१७.	४.	२८ १/४/२४	श्री. राम अण्णा रेड्डी जे.पी नगर ५०९ एरिया लोहगाव	एकूण ३ वृक्ष ३ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
१८.	५.	११५१ ३/५/२४	मा. कार्यकारी अभियंता पथ विभाग , स. नं. १५ वडगावशेरी येथील २४ मी. डी.पी.रस्ता	एकूण १६ वृक्ष १६ वृक्षांस दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
१९.	६.	२१८० २९/५/२४	श्री.ज्ञानेश्वर बगडूराम मुंढा स. नं. ३५ प्लॉट नं.५८ ते ६१ राघवेंद्र नगर , खराडी, पुणे	एकूण ५ वृक्ष १ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
२०.	७.	१५१९६ २१/३/२४	प्र. कार्यकारी अभियंता पथ विभाग स. न. ४० खराडी मधून जाणारा १८ मी. डी.पी रस्ता	एकूण २ वृक्ष २ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
२१.	८.	६०३ १९/४/२४	बँक रॉक डेव्हलपर्स प्रा. लि. तर्फे श्री. विवेक कोठारी स. न. २३०/४/२ प्लॉट नं.४+५+६+७+८ लोहगाव , पुणे	एकूण ६ वृक्ष ४ वृक्ष पूर्ण काढणे २ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
२२.	९.	३८४९ २/७/२४	श्री. शंकर आसाराम कणपटे समता हौ. सोसायटी वडगावशेरी खराडी	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
२३.	१०.	२५८५ ७/६/२४	श्री. प्रताप पुजारण आहेर स.न. [illegible]	एकूण ११ वृक्ष ७ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
२४.	११.	२१६१ १३/६/२४	[illegible]	एकूण २ वृक्ष २ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
२५.	१२.	२०२८ २७/५/२४	[illegible]	एकूण [illegible] वृक्ष [illegible] वृक्षास दिलगिरी	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

२९.	१६.	२०५४ २८/५/२४	श्रीमती एम डी आव्हाड फ्लॉट नं. १८ जे. पी. नगर ५०९, गरिया पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३०.	१७.	१४९४९ १४/३/२४	नारायण बाबुराव विधे स. नं. ३ कमल नगर वडगावशेरी, पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३१.	१८.	५०९ १६/४/२४	मोहन राज पी.टी. सागर पार्क सेन न. ३ वडगावशेरी, पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३२.	१९.	५११ १६/४/२४	श्री.गणेश साकोरे ३८/४ शंकरनगर, खराडी, पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३३.	२०.	३१३३ १८/६/२४	श्री. जुबेर हमीद शेख सी.टी.एस नं. ५१४३ ताजमहल सोसायटी वडगावशेरी, पुणे	एकूण ६ वृक्ष ५ वृक्ष पूर्ण काढणे १ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३४.	२१.	६९७ २३/४/२४	निवासा बिल्डकॉन तर्फे भागीदार राहुल मोहता स. न. २४८/१/१/२ लोहगाव, पुणे	एकूण ७ वृक्ष ७ वृक्ष पूर्ण काढणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३५.	२२.	२८७७ १२/६/२४	मा. चेअरमन कमलजी बिल्डींग रोड न. ६ कल्याणीनगर, पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३६.	२३.	४०५ १२/४/२४	श्री.अभिनव शंकर बंगला न. ६२ बेरा बंगलो खराडी, पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३७.	२४.	१९६८ २४/५/२४	श्री.सचिन सोनवणे कृष्ण कुंज सोसायटी, वडगावशेरी, पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३८	२५.	१८८३ २४/५/२४	श्री. ब्रेन बॅरेट बंगला न. ३५ स. नं. २३४ संजय पार्क, लोहगाव, पुणे	एकूण ३ वृक्ष ३ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
३९	२६.	१५३२४ २२/३/२४	श्री. विनायक गोमदेव कोलते पाटील रिअल इस्टेट प्रा.लि.	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
४०.	२७	११७७६ २५/१२/२३	प्रसून असोसिएटस स. नं. १०/२७/२०,१०/२७/३,१०/२७/८,१०/२७/२१,१०/२७/२२, २७/१०/१०,२७/१०/११/१,२७/१०/१२ प्लॉट क्र.डी+डी अ+डी बी खराडी	एकूण ९ वृक्ष ९ वृक्ष पूर्ण काढणे २ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
४१.	२८.	२७२८ १०/६/२४	श्री. भागवत शंकर भोसले सर्व्हे नं. ११६/२ निलेकर न. ००२५१ वाघोली, पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
४२	२९	१५८८ २४/५/२४	श्री. प्रकाश [illegible]	एकूण २ वृक्ष [illegible]	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित

४६.	४.	१६८४१ दि. २०/३/२४	डायमेन्शन डेव्हलपर्स & इन्फ्रा प्रोजेक्ट एल.एल. पी तर्फे नियुक्त भागीदार साहिल विवेक प्रधान स. नं. २५५ /१ अ /२३ बाणेर , पुणे ४५	एकूण २ वृक्ष २ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
४७.	५.	४९४ १६/४/२४	ग्रोबेल कमर्शियल सोलुशन्स तर्फे प्रकाश चंदुलाल चौधरी स न. ५/२अ/१ बाणेर , पुणे ४५	एकूण १३ वृक्ष ९ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
४८.	६.	१३१ २/४/२४	चेअरमन /सेक्रेटरी एल्डीया एस्पानिओला को. ऑप ही.सोसायटी बाणेर म्हाळुंगे रोड, पुणे ४५	एकूण १२ वृक्ष १२ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्तावास दिलगिरी
४९.	७.	८४९ २५/४/२४	एक्सेंट प्रोजेक्ट डेव्हलपर्स एल.एल. पी तर्फे पार्टनर श्री. रामकृष्ण देशपांडे स. नं. १३५/१ (पी) सि. टी एस न. २३११ (पी)+ २२८९+२२९०+२२९१+२२९२+२२९३(पी) २२९४ (पी) +२२९५+ २२८८ (पी) +३०८ पाषाण पुणे २१	एकूण १८ वृक्ष २ वृक्ष पूर्ण काढणे १६ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
५०.	८.	४७९ १५/४/२४	कुणाल प्रॉपर्टीज तर्फे भागीदार बिजल हेमेंद्र शहा स. नं. ३६/३,३६/४/२०,३८,३९ बालेवाडी , पुणे ४५	एकूण २ वृक्ष २ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
५१.	९.	१६ १/४/२४	श्री. तनुज मनोहर फेरवानी प्लॉट न.३३८ (नवीन) ३१७(जुना सिंध ही. सोसायटी सीॅड, पुणे ७	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
५२.	१०.	१५ १/४/२४	श्री. ऋषी ओमप्रकाश अडवानी प्लॉट न. ४०२ (नवीन) ३५३ (जुना) सिंध ही.पुणे ७	एकूण ४ वृक्ष ३ वृक्ष पूर्ण काढणे १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
५३.	११.	१२८७ ९/५/२४	श्री.समीर शरदचंद्र वेलणकर स. नं. २०२/६,२०३/अ/१ बाणेर , पुणे ४५	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
५४.	१२.	१५५३ २०/५/२४	श्री. के. के. वसन बंगला न. ५/५ डंबे सोसायटी माऊ पाटील रोड, कोथरुड , पुणे २०	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्तावास दिलगिरी
५५.	१३.	१६९९ २३/५/२४	ए. एन ए. कन्स्ट्रक्शन्स प्रा. लि. स. न. १/२/१ बाणेर , पुणे ४५	एकूण ६ वृक्ष ३ वृक्ष पूर्ण काढणे ३ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
५६.	१४.	१५६४ २०/५/२४	श्री. वीकास वाघमारे [illegible] प्रस्तावित [illegible] विभाग पुणे महानगरपालिका, स. नं. ११ बाणेर , पुणे	एकूण ४ वृक्ष ४ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
५७.	१५.	१७१७ २७/५/२४	श्री. [illegible] [illegible] [illegible] सोसायटी [illegible]	एकूण २ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्तावास दिलगिरी
५८.	१६.	[illegible]	[illegible]	[illegible]	[illegible]

६१	१९.	१७७५ २४/५/२४	आर्की स्की कदम स न ६६/७, प्लॉट न .२२ बाणेर पुणे ४५	एकूण ४ वृक्ष २ वृक्ष पूर्ण काढणे २ वृक्ष पुनर्रोपण करणे	मा तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
६२.	२०.	१९२५ २९/५/२४	श्री. निलेश निवृत्ती गायकर मातोश्री निवास हरिद्वार पार्क म्हाळुंगे रोड, बाणेर , पुणे ४५	एकूण २ वृक्ष २ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्तावास दिलगिरी
६३.	२१.	२२०१ ५/६/२४	सौ. सुनिता परशुराम वाडेकर शमशुद्दीन साहेब दर्गा समोर मुंबई –पुणे रस्ता बोपोडी , पुणे २०	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
६४.	२२.	१७१६ २४/५/२४	सौ. मंजुषा गोरे व साहिल गोरे क्लॉरिऑन पार्क सोसायटी गायकवाड पेट्रोल पंपाजवळ औंध , पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्तावास दिलगिरी
६५.	२३.	१७६३ २४/५/२४.	श्री.डी बाय पाटील चेअरमन लक्ष्मीरिया अपार्टमेंट भक्ती नगर ओमा सुकाच्या मागे बाणेर पुणे	एकूण १५ वृक्ष १५ वृक्ष पुनर्रोपण करणे	मा. चेअरमन यांनी सदर वृक्ष पुनर्रोपण करणेसाठी देण्यात येणारी परवानगी रद्द करण्यात यावी असे आ. क्र. ५०९८ दि. ८/८/२४ ने कळविण्यात आले आहे.
६६.	२४.	१६५६६ १३/३/२४	आर्की. पवन रायमा स. न. २७ हि. न. १/२/५ बालेवाडी , पुणे	एकूण ११ वृक्ष २ वृक्ष पूर्ण काढणे ९ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
६७.	२५.	१८६५ २८/५/२४	मे.बॅस्ट्रम डेव्हलपर्स प्रा.लि. तर्फे जयंत ओसवाल स. न. १२ (पार्ट) बाणेर , पुणे	एकूण १० वृक्ष १० वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
६८.	२६.	१६६५३ १५/३/२४	आर्की ,अच परम स. नं. २९/६ (पै) बालेवाडी , पुणे	एकूण १ वृक्ष १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
६९.	२७.	२०७३ दि. ३/६/२०२४	अलोहा समिती व्यवस्थापन अलोहा टॉवर्स को ऑप हौ.सोसायटी स. न. २७/१/१ पुरुषे उद्यान चालक पेठकर क्लब रोड , बाणेर , पुणे	एकूण ८ वृक्ष ८ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
७०.	२८.	१६६८ २२/५/२४	श्री.भरपत सिंघल पार्टनर गोकुल नगर स. न. २८/१/१ बाणेर सुस रोड किनोरकर वस्ती म्हाळुंगे पुल पुणे २१	एकूण १९ वृक्ष १९ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
७१.	२९.	२३१९ १७/६/२४	[illegible]	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्तावास दिलगिरी
[illegible]		[illegible]	[illegible]	[illegible]	[illegible]
[illegible]		[illegible]	[illegible]	[illegible]	[illegible]
[illegible]		[illegible]	[illegible]	[illegible]	[illegible]

७५	४	१९५४ १३/०५/२४	रणजीत महेन जाधव ५८,शिवाजी ही.सोसायटी एस.बी रोड पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
७६.	५.	२१७३ २८/०५/२४	पी.भरत बंगला नं.६,प्रगती,सुगोय हौसिंग सोसायटी मॉडेल कॉलनी पुणे	एकूण २ वृक्ष २ वृक्षास दिलगिरी	फेर मान्यतेस्तव प्रस्ताव सादर
७७.	६.	१४६५ ०९/०५/२४	सौ.स्मिता शिराळकर. आनंद अपार्टमेंट,१२०४/१९,पुरंदरे रोड,अभ्युदय बँक समोर शिवाजीनगर पुणे	एकूण ४ वृक्ष ४ वृक्षास दिलगिरी	फेर मान्यतेस्तव प्रस्ताव सादर
७८.	७.	८२४ २२/०४/२४	केदार हरिहर चिटळे सी.टी.एस.नं.१०९८/३ ब,फा.प्लॉट नं.८८०/३ ब,मॉडेल को.ऑप सोसायटी,शिवाजीनगर पुणे.	एकूण ४ वृक्ष ४ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
७९.	८.	८०९ २२/४/२४	श्रीकृष्ण वसवंत. शाळीग्राम १२०६ अ/३१,शिरोळे रोड,शिवाजीनगर पुणे	एकूण१ वृक्ष १ वृक्षास दिलगिरी	फेर मान्यतेस्तव प्रस्ताव सादर
८०.	९.	११९५ ०६/०५/२४	जीवन प्रेमचंद सांबभोर "मंगल-प्रेम"१-अ कृषी सोसायटी गोखलेनगर पुणे	एकूण१ वृक्ष १ वृक्षास दिलगिरी	फेर मान्यतेस्तव प्रस्ताव सादर
८१.	१०.	८५९ २३/०४/२४	सिद्धार्थ सेले,सुहास वेडने व इतर अँस्टर विला अपार्टमेंट,७८१/७,जोशी हॉस्पिटल लेन शिवाजीनगर पुणे	एकूण१ वृक्ष १ वृक्षास दिलगिरी	फेर मान्यतेस्तव प्रस्ताव सादर
८२.	११.	११५२ २९/०४/२४	चंद्रकांत कुलकर्णी(मुख्य विकास अधिकारी) विद्यार्थी सहय्यक समिती एस.बी रोड पुणे	एकूण ४ वृक्ष ४ वृक्षास दिलगिरी	फेर मान्यतेस्तव प्रस्ताव सादर
८३.	१२.	२२३५ २९/०५/२४	सादर राजेंद्र कारवा ११७०/१६-A,रेव्हेन्यू कॉलनी वार्डी हॉटेल शिवाजीनगर पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
८४.	१३.	१४११ ०७/०५/२४	विजय मनसुखलाल मांजी प्लॉट नं.१०,विपाशी हौसिंग सोसायटी,शिवाजीनगर पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
८५.	१४.	१४५२ १२/०५/२४	मे.अरिहंत प्रोपर्टीज स.नं.११८ सी.टी.एस.३८२२,प्लॉट नं.६,शिवाजीनगर पुणे	एकूण २ वृक्ष २ वृक्ष पूर्ण काढणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
८६.	१५.	१२४२ १०/०५/२४	मे.[illegible] [illegible]	एकूण २ वृक्ष २ वृक्ष पूर्ण काढणे	सादर करिता [illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

९१	२०	४५ १/०४/२४	आर्की.सचिन मुजुमदार सी.टी.एस.नं. ३३/३७+३३/३८+३३/४१,फा.प्लॉट नं.३१/३७+३१/३८+३१/41, एरंडवना,पुणे	एकूण ११ वृक्ष ३ वृक्ष पूर्ण काढणे ५ वृक्ष पुनर्रोपण करणे ३ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
९२.	२१.	८३१ २२/०४/२४	ज्योती आगरवाल पाबळे १०३/अ/५-अ/१-ब/६,प्लॉट नं.६,फा.प्लॉट नं.२८५०,जीवनविहार को.ऑप ही सोसायटी,शिवाजीनगर भांबुर्डा पुणे	एकूण ०४ वृक्ष ४ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
९३.	२२.	२४९६ ०३/०६/२४	मुख्याध्यापक द आंध्रा हायस्कूल,१२६४/४ रेंगर परांजपे रोड,पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीसह प्रस्तावास दिलगिरी
९४.	२३.	३३५३ १५/०६/२४	बाळासाहेब काशिनाथ शिंदे. अनिल अपार्टमेंट, स.नं.८०/२,बाजेर रेसिडेन्सी,प्लॉट नं.२,सकाळनगर पुणे,	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीसह प्रस्तावास दिलगिरी
९५.	२४.	२६६० ०६/०६/२४	समीर शरदचंद्र वेलवलकर १४८-बी,सि.स.नं.८१० बी,शिवाजीनगर-भांबुर्डा पुणे	एकूण २१ वृक्ष १ वृक्ष पूर्ण काढणे ५ वृक्ष पुनर्रोपण करणे १५ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
९६.	२५.	३४७४ २१/०६/२४	विजय वसंत तुरिले कमलकुंज प्रॉपेल कॉलनी नर्सिंग दत्त रोड शिवाजीनगर पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
९७.	२६.	२३६९ ३०/०५/२४	श्री.संदीप पोपटलाल पटेल. ४६८/सी-२, सि.टी.एस.नं.१०८७/सि-२,शिवाजीनगर भांबुर्डा पुणे	एकूण ८ वृक्ष ६ वृक्ष पूर्ण काढणे २ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
९८.	२७.	१२७११ ११/०१/२४	समीर रामचंद्र वेलवलकर. ४६८/डी- २,सि.स.नं.१०८७/डी,शिवाजीनगर भांबुर्डा पुणे	एकूण ४ वृक्ष ४ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
९९.	२८.	१०८७३ ३०/११/२३	मायक्लेंजेलो एम एल पी तर्फे डी.कैलास सुरेश केंजळे सि.स.नं.१०२८/A आणि १०२९ फा.प्लॉट क.३५३/A आणि ३५४ प्लॉट क.२ आणि ३ शिवाजीनगर- भांबुर्डा पुणे	एकूण २९ वृक्ष १ वृक्ष पूर्ण काढणे १३ वृक्ष पुनर्रोपण करणे १५ वृक्षास दिलगिरी	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
१००.	२९.	३०६९ १३/०६/२४	प्लेसेट सहकारी गृहरचना संस्था मर्यादित तर्फे कु.मु.धारक श्री.अमोल भैरवनाथ तर्फे मोहीदार श्री.संजय शिवराम भोसले	एकूण ३ वृक्ष २ वृक्ष पूर्ण काढणे १ वृक्ष पुनर्रोपण करणे	सदर प्रस्तावावर आक्षेप कायम असल्याने प्रस्ताव प्रलंबित
१०१.	१.	३२० [illegible]	[illegible]	[illegible]	[illegible]
१०२.	२.	[illegible]	[illegible]	[illegible]	[illegible]
१०३.	३.	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
१०६	६	११६१९ ०८/७/१४	देवराव [illegible] [illegible] [illegible]

१२०	१	१५१७५ १६/२/२४	डॉ. मंजुषा परकाळे प्लॉट न. ४१ अनुरेखा सोसायटी कर्वेनगर, पुणे २५	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्तावास दिलगिरी
१२१	२	२८३ ५/४/२४	श्री. अरविंद लेले सेक्रेटरी स्वप्न शिल्प को. ऑप हौ. सोसायटी स. न. १९/२ गणेशनगर, गुळवणी महाराज पथ कोथरूड, पुणे	एकूण ३ वृक्ष ३ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीसह प्रस्तावास दिलगिरी
१२२	३.	१६७ ३/४/२४	श्री.सुनील फळप ळकर प्लॉट न. ए १/ मनमोहन सोसायटी , कर्वेनगर, पुणे ५२	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१२३	४.	१४६५० ६/२/२४ .	श्री. प्रसाद वसंत गडकर श्री. विनय वसंत गडकर श्री.शरद दिक्षित तर्फे श्री. श्रीपाद आंबेकर पोट नं. २७ स. न. २६ ब /२/२७ श्वास को. ऑ.हौ. सोसायटी कर्वेनगर , पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१२४	५.	२४१६ २९/५/२४	श्री.वसंत रघुनाथ क्षीरसागर तर्फे श्री. देवेंद्र देरे स. न. २०+२१+२२ + सि. टी .एस न. ३९ पटवर्धनबाग को.ओप हौ. सोसायटी एरंड वणे , पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१२५	६.	१६१५९ ५/३/२४	श्री. राहुल विनयकुमार अभ्यंकर तर्फे अकी श्री.अनुज देशपांडे स. न. ३९ सि.स. नं. ९२३ प्लॉट क्र. ५१ एरंडवणा , पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१२६	७.	८४६ २३/४/२४	कार्यकारी अभियंता भवन रचना विभाग , पुणे महानगरपालिका प्रभाग क्र १३ स. न. ३६ पांडुरंग कॉलनी एरंडवणा , पुणे	एकूण २ वृक्ष २ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१२७	८.	१६५६८ १४/३/२४	श्री. राहुल अरुणकुमार पंडित सि.टी.एस न. १२३ १ , प्लॉट कर. १२ हिंगणे बु. पुणे ५२	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१२८	९.	२४३७ ३०/५/२४	श्री. महेश दिगंबर शेवाळकर तर्फे श्री. नितीन सुधाकर देशपांडे	एकूण ३ वृक्ष १ वृक्ष पूर्ण काढणे १ वृक्ष पुनर्रोपण करणे १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह १ वृक्ष पूर्ण काढणे १ वृक्ष पुनर्रोपण करणे १ वृक्षास - दिलगिरी प्रस्ताव मान्य
१२९	१०.	१६८०९ २०/३/२४	श्री. रोहित वसनूर कर (आर्की) सि.टी. स. नं. ६६८ (पी) स. न. १९ हिस्सा नं. १ बी प्लॉट क्र.४ कोथरूड, पुणे	एकूण ४ वृक्ष २ वृक्ष पूर्ण काढणे २ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१३०	११.	१७२१४ २८/३/२४	श्री. विकास विनायक बालविलकर देवरसन पणेश अवन्तिका को. ऑफ हौ.सोसायटी स. नं. १५/३ बी सि.स.न. ५८१ कोथरूड, पुणे-३८	एकूण ४ वृक्ष ४ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१३१	१२.	१३५९ १२/२/२४	श्री. [illegible]	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१३२	१३.	२८ १/१/२४	[illegible]	[illegible]	[illegible]
१३३	१४.	[illegible]	[illegible]	[illegible]	[illegible]
१३४	१५.	[illegible]	[illegible]	[illegible]	[illegible]

१३५.	१६.	१७२६३ २८/३/२४.	श्री. मंदार भालचंद्र नातू - चेअरमन गंगालहरी को. ऑप हौ.सोसायटी स. न. ३६/२/१ सी.स. न. ११९० प्लॉट क्र.११७ ते ११९ हिंगणे बु. कर्वेनगर, पुणे	एकूण ७ वृक्ष ७ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१३६	१७.	१७१६६ २७/३/२४	श्री. राघवेंद्र कृ. कुलकर्णी तर्फे आर्की अनिकेत खेडेकर स. न. ३७ सि ती एस न. १४९ प्लॉट क्र. ५ गंगोत्री अपार्टमेंट एरंडवणे , पुणे	एकूण ८ वृक्ष २ वृक्ष पूर्ण काढणे ६ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१३७	१८.	२४८१ ३०/५/२४	रानडे बगाडे कन्सट्रक्शन एल एल पी तर्फे श्री	एकूण १० वृक्ष २ वृक्ष पुनर्रोपण करणे ८ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह २ वृक्ष पुनर्रोपण करणे ३ वृक्षास दिलगिरी प्रस्ताव मान्य
१३८	१९.	७०९ १९/४/२४	मे.अर्बन लाईफ व्हेन्चर एल एल पी तर्फे पार्टनर श्री. आदित्य देशपांडे तर्फे श्री ज्योतिंद्र निकम (अर्की) स. न. २५ प्लॉट न. २७ नव गौरव सह. गृह रचना संस्था मर्या. हँपी कॉलनी, लेन नं. १ कोथरूड , पुणे	एकूण १९ वृक्ष ८ वृक्ष पुनर्रोपण करणे ११ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह २ वृक्ष पुनर्रोपण करणे ३ वृक्षास दिलगिरी प्रस्ताव मान्य
१३९	२०.	७६७ २८/४/२४	श्री. शेखर शिंदे (अर्की)स. नं. ३२ सि.टी. एस १०४९ प्लॉट क्र.१९ हिंगणे बु. कर्वेनगर, पुणे	एकूण ५ वृक्ष ४ वृक्ष पूर्ण काढणे १ वृक्षास दिलगिरी	मा .तज्ञ समिती /खात्याच्या शिफारशीसह ४ वृक्ष पूर्ण करणे १ वृक्षास दिलगिरी प्रस्ताव मान्य
१४०	२१.	१६८४० २०/३/२४.	मा. कार्यकारी अभियंता पथ विभाग , पुणे मनपा गुळवणी महाराज रस्ता (गोडसे चौक ते कर्वेरोड (नळ स्टॉप मेट्रो स्टेशन विकास आराखडा मधील नियोजित १२ मी. डी.पी नरस्त विकसनास अडचळा करणारे वृक्ष	एकूण २ वृक्ष २ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१४१	२२.	२४३६ ३०/५/२४	श्री. शरद नाटेकर सी.टी एस न. ११० (पी) फा. प्लॉट क्र. ५३/५ टी. पी. स्कीम एरंडवने , पुणे	एकूण ६ वृक्ष २ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
धनकवडी - सहकारनगर क्षेत्रीय कार्यालय					
१४२	१.	१४९४१ २७/३/२४	श्री. संदीप काशीकर, २०, संत सोपानदेव सोसायटी, सेनानगर, पुणे-०९	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीसह प्रस्तावास दिलगिरी
१४३	२.	५९६ १९/४/२४	श्री. आशुतोष काळे, भूमापन क्र. १८११, वैभव बंगला, एजेंद्र सहकारी वसाहत, तिरंगा चौक, सहकारनगर क्र. २, पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१४४	३.	१३५८ १५/५/२४	श्री. सतीश चंद्रकांत आरेकर, निवेदन सह. गृह. संस्था मर्या. स.न. १३/१/७+८+९, आंबेगाव बु. पुणे.	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१४५	४.	१३१४ १५/५/२४	श्री. विनोद [illegible]	[illegible]	[illegible]
[illegible]			[illegible]		
[illegible]			[illegible]		
[illegible]			[illegible]		
[illegible]			[illegible]		

१५०	९.	२४८२ १०/५/२४	सौ. सुनंदा माळवदकर, औदुंबर, पूर्ती हौ. सोसायटी, प्लॉट नं. १४, धनकवडी, पुणे-४३	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीसह प्रस्तावास दिलगिरी
१५१	१०.	२२१४ ४/५/२४	श्री. ओंकार विवेक रानडे, विवेकानंद बंगला, गिरीनगर, धनकवडी, पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीसह प्रस्तावास दिलगिरी
१५२	११.	२६५७ १४/५६/२४	सौ. गोपिका श्रीकांत खटावकर, ए-२२/२, राजमुद्रा सोसायटी, धनकवडी, पुणे.	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१५३	१२.	२६५८ १४/६/२४	श्री. दत्तात्रय नारायण शुक्ल, घर नं. ५७४, रक्षालेखा सोसायटी, धनकवडी, पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१५४	१३.	१९६५ ३१/५/२४	श्री. सतीश आनंदराव यादव, २९, गुलाबनगर हौ. सोसायटी, धनकवडी, पुणे.	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीसह प्रस्तावास दिलगिरी
१५५	१४.	१९०४ २९/५/२४	श्री. सुधाकर पांडुरंग दुबल, सी ७/४, राजमुद्रा सोसायटी, धनकवडी, पुणे	एकूण २ वृक्ष २ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीसह प्रस्तावास दिलगिरी
१५६	१५.	२३६५ ७/६/२४	श्री. गोपाल वर्मा व इतर, स.नं. ५५/३/२, ५५/३/३, ५५/३/४, ५५/३/५, ५५/३/६, ५५/३/७, ५५/३/८, ५५/३/९ आणि ५५/३/१०, आंबेगाव बु. पुणे.	एकूण १२ वृक्ष ४ वृक्ष पूर्ण काढणे ८ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१५७	१६.	१३१८ १/३/२४	श्री. अक्षय चावसे (कार्यकारी अभियंता), प्रकल्प, भुयारी मार्ग, स्वारगेट- कात्रज रस्ता, भारती विद्यापीठ जवळ, कात्रज, पुणे.	एकूण ७ वृक्ष ७ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१५८	१७.	१०२४ ५/५/२४	श्री. रोहन किशोर पाटे ४ (पी) आणि ५९ (पी), आंबेगाव बु. Ext.पुणे	एकूण १८ वृक्ष १० वृक्ष पूर्ण काढणे ८ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१५९	१८.	१०४ २९/४/२४	श्री. विनायक विद्याधर मिठे, स.नं ८१, सी.स.नं. २११४, प्लॉट नं. ३५, पर्वती सारथ, पुणे.	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१६०	१९.	९४४ १०/४/२४	श्री. रसिकलाल मुलचंद नहार, स.नं. ३४, हिस्सा नं. ७+३४/१३+३४/१९, आंबेगाव बु. पुणे.	एकूण ५ वृक्ष १ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह १ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे १ वृक्षास दिलगिरी
१६१	२०.	१३१८	[illegible]	[illegible]	[illegible]

१६६	२५.	१८८२ २१/५/२४	श्री. समीर भरतचंद बेलवलकर, म.नं. ८९,९०,९१/२, सी.स नं ११७५, प्लॉट नं. ३०, पर्वती नॉर्थ, पुणे.	एकूण २ वृक्ष २ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१६७	२६.	३७०४ १/७/२०२४	सौ. निवेदिता प्रसन्न कदमस. न. ८५ आणि ८६ मि म. न. १८४२ प्लॉट क्र.१७६ प्रगती को. ओप सोसायटी पर्वती, पुणे	एकूण १ वृक्ष १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१६८	२७.	३६८० १/७/२४	मी.अमित बाल्डू ब्लेंचर्स एन एल पी तर्फे भागीदार मती किशोर गोविंद पाठे स. न. ८६/१/१/२, सि.टी.एस न. २०२४ सहकारनगर-२ पर्वती , पुणे	एकूण १५ वृक्ष ११ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
			सिंहगड रोड क्षेत्रीय कार्यालय		
१६९	१.	१४२९ २७/५/२४	श्री.संजय कुमार मा. साळुंके स. न. १७ वडगाव बु.सनसिटी रोड, आनंदनगर पुणे -५१ , शिवसागर सिटी फेज -१	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीनुसार प्रस्तावास दिलगिरी
१७०	२.	१२३५६ ६/३/२४	श्री. सुभम रामदास रायकर स. न. २/१ए/२ , पुणे	एकूण १ वृक्ष १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१७१	३.	१०४९९ १२/०१/२४	नवले पूल ब्रीज ते वडगाव ब्रीज सर्व्हिस रस्ता विकसित करणे	एकूण १९ वृक्ष २ वृक्ष पूर्ण काढणे १७ वृक्ष पुनर्रोपण करणे	प्रस्ताव प्रलंबित
१७२	४.	५५७ १९/४/२४	विजानंद सुहास अनगळ , प्लॉट न. १५ स्वामी छाया नगर, पुणे ४११०५१	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती शिफारशीनुसार प्रस्तावास दिलगिरी
१७३	५.	४२५ १५/४/२४	श्री. शैलेश महाशब्दे १७ शिवप्रसाद सोसायटी पानमळा सिंहगड रोड, पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१७४	६.	११५२३ १२/२/२४	केशव गंगाराम दांगट स. न. २६/६ ते १० व २६/११ वडगाव , पुणे	एकूण १ वृक्ष १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
			वानवडी- रामटेकडी क्षेत्रिय कार्यालय		
१७५	१.	२७० १५/२/२४	शशांक सुभाष वाफणा सि.टी.एस न. ३३६८ बेवरली हिल्स सुतवा नगर, कोंढवा , बु.पुणे	एकूण २ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१७६	२.	८४६ दि.६/५/२४	नाईक नवरे डेव्हलपर्स प्रा. लि. तर्फे अधिकृत प्रतिनिधी स. न. ११० अ/१ हि.नं.४+९अ +१२ रामटेकडी हडपसर पुणे	एकूण २ वृक्ष २ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१७७	३.	९६६५ दि.२०/२/२४	श्री. बंदल डेव्हलपर्स तर्फे मनन मिट मौजे कोंढवा बुद्रु स. न. ४ अ हिस्सा न. १७/१ सिटी सर्व्हे नं.४८७ ता. हवेली जि.पुणे	एकूण ४ वृक्ष १ वृक्ष पूर्ण काढणे ३ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१७८	४.	१४/३/२४	[illegible]	[illegible]	[illegible]
१७९	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
१८०	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
१८१	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

		७०१ १९/३/२४	राम इंडिया मेन्टर्स तर्फे श्री राहुल राम अगरवाल स.नं.१२५ फरासंगी,पुणे	एकूण १२ वृक्ष १२वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीनुसार प्रस्तावास दिलगिरी
		१४८७८ २८/३/२४	मेनेजेटरी/खजिनदार पी.एस.आगण सहकारी गृहरचना संस्था स.नं.१४९,हि.नं १० अ+११बी/१,१०+११ बी/२ मगरपट्टा,हडपसर,पुणे	एकूण २ वृक्ष १ वृक्ष पूर्ण काढणे १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह १ वृक्ष पूर्ण काढणे १ वृक्षास दिलगिरी प्रस्ताव मान्य
१८५	५.	१८७८८ १२/३/२४	वामनराव गायकवाड स.नं.१५१/१४/१८ बोराटे वस्ती समोर,हडपसर,पुणे	एकूण २ वृक्ष १ वृक्ष पूर्ण काढणे १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह १ वृक्ष पूर्ण काढणे १ वृक्षास दिलगिरी प्रस्ताव मान्य
१८५	६.	१८५६१ ७/३/२४	सौ.वासंती वसंत सरताळे स.नं.८८ ससाणे वस्ती,स्वप्नपूर्ती बंगला सरस्वती ब्रायव्हिंग स्कूल शेजारी,मोहमंदवाडी,पुणे	एकूण २ वृक्ष २ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह २ वृक्षास दिलगिरी
१८६	७.	१८९५४ १४/३/२४	सुनिल विष्णुपंत माने वैष्णवी अपार्टमेंट,मंकेत पार्क – २ मोहम्मंदवाडी,पुणे	एकूण २ वृक्ष २ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१८७	८.	१९४२६ २०/३/२४	मॅनेजर – रुणवाल मिमल को.ऑप.हौसिंग सोसायटी लि स.नं.७२,हि.नं.१+१/१+२अ+२अ/१ श्रीराम चौक,हडपसर,पुणे	एकूण ५ वृक्ष ५ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१८८	९.	३९२ ८/४/२४	मोहित वर्मा स.नं.१०/१,प्लॉट.नं.अ-२८ मोहमंदवाडी,पुणे	एकूण ५ वृक्ष ५ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१८९	१०.	१९४२२ २०/३/२४	महादेव मल्हारी खरात स.नं.९३ तरवडे वस्ती,मोहोटा देवी मंदिरामागे,मोहम्मंद वाडी,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१९०	११.	१८७७१ १२/३/२४	ले.कर्नल एस.एम.अभ्यंकर (सचिव) आर्मी वेलफेअर को.ऑप.हौसिंग सोसायटी लि, साळुंके विहार,कोंढवा खु,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१९१	१२.	१९५६२ २०/३/२४	आर्की.मंगेश मोटल स.नं.२०७ (पी),स.नं.२०८/१ब/३(पी), स.नं.२०८/१ब, स.नं.२०८/३ हडपसर,पुणे	एकूण ५ वृक्ष ५ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
१९२	१३.	१७७११ २३/२/२४	मनीष राजकुमार वर्मा स.नं.१९,हिस्सा नं.१अ,प्लॉट.नं.२२ मोहमंदवाडी,पुणे	एकूण ८ वृक्ष ८ वृक्ष पूर्ण काढणे १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह ८ वृक्ष पूर्ण काढणे १ वृक्षास दिलगिरी प्रस्ताव मान्य
१९३	१४.	[illegible]	[illegible]	[illegible]	[illegible]
१९४	१५.	[illegible]	[illegible]	[illegible]	[illegible]

	१६	१२५ २३/४/२४	मुकुंद देसपांडे स.न.४८ ,प्लॉट नं १ ब हडपसर,पुणे	एकूण ४ वृक्ष ४ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
	१७	१५१७ ३/५/२४	रामकृष्ण सिने एक्सिबीटर्स तर्फे श्री.विक्रम विमास करंदीकर स.नं.४३,स.नं.४४+४६/१/२+१/३,नवीन स.नं.४३/१ ते १२/४४/४६/१/२/३,हि.नं.१+२+३+४+५ पी+८ बी+९अे +९ बी/१+१०+११ (पी) +१२,प्लॉट.नं.सी+६+एफ मोहम्मदवाडी,पुणे	एकूण १६ वृक्ष १४ वृक्ष पूर्ण काढणे २ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
१९७	१८.	३९९ ८/४/२४	बाबासाहेब भगवंत लोणकर स.नं.५५७/१ (पी),सी.स.नं.१८३५ (पी) मुंढवा,पुणे	एकूण २ वृक्ष १ वृक्ष पूर्ण काढणे १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
१९८	१९.	१७५६९ २२/२/२४	कुमार बेहेरे राठी स.नं.२२६/अ/१/१ ते ५,२२४/२/१ ब २२४/२/२ हडपसर,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
१९९	२०.	३०१ ५/४/२४	कार्यकारी अभियंता (पथ) फुरसुंगी पेट्रोल पंप ते खुटवड चौक,मेकराईनगर,पुणे	एकूण ६ वृक्ष २ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
२००	२१.	१९८३ २०/५/२४	कार्यकारी अभियंता (पथ) रेल्वे लाईन नगर रस्ता काळेपडळ,हडपसर,पुणे	एकूण १ वृक्ष १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
२०१	२२.	१९८५ २०/५/२४	कार्यकारी अभियंता (पथ) क्लोव्हर हिल प्लासताईड ते क्लोव्हर हिल प्लाझा मॉल,मोहम्मदवाडी,एन.आय.बी.एम.रोड,पुणे	एकूण ६ वृक्ष ५ वृक्ष पूर्ण काढणे १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
२०२	२३.	१९८४ २०/५/२४	कार्यकारी अभियंता (पथ) दोराबजी प्यारेजाइज नाला ते कदमवर चौक, मोहम्मदवाडी,पुणे	एकूण २ वृक्ष १ वृक्ष पूर्ण काढणे १ वृक्षास दिनचिरी	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह १ वृक्ष पूर्ण काढणे १ वृक्षास दिनचिरी प्रस्ताव मान्य
२०३	२४.	१९८७ २०/५/२४	कार्यकारी अभियंता (पथ) मटन चौक पारनेनगर रस्ता,कोंढवा,पुणे	एकूण ७ वृक्ष ५ वृक्ष पूर्ण काढणे २ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
२०४	२५.	१९८६ २०/५/२४	कार्यकारी अभियंता (पथ) वीरराम चौक ते भुजबल चौक,सुरेवाडी गाव,पुणे	एकूण ३ वृक्ष ३ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
२०५	२६.	१९८९ २०/५/२४	कार्यकारी अभियंता (पथ) तरवडे कलर प्रोडक्ट कोरेगाव,मोहम्मदवाडी रोड,पुणे	एकूण ९ वृक्ष ९ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /वृक्षाच्या शिफारशीसह प्रस्ताव मान्य
२०६	२७.	२४८२ २८/५/२४	[illegible]	[illegible]	[illegible]
२०७	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
२०८	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	११	[illegible]	[illegible]	एकूण ५ वृक्ष १ वृक्ष पूर्ण काढणे ४ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
[illegible]	१२	[illegible]	कार्यकारी अभियंता (पथ) काळेपडळ रेल्वे लाईन रस्ता,हडपसर,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
[illegible]	१३	[illegible] १६/५/२४	विवेक दिवाकर मुळे प्लॉट नं.२९ साधना सोसायटी,आकाशवाणी मेजारी,हडपसर,पुणे	एकूण २ वृक्ष २ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह २ वृक्षास दिलगिरी
२१३	१४.	[illegible] २४/५/२४	मंजुनाथ आर आचलकर साई निवास लेन नं.११ कृष्णानगर,मोहमंदवाडी,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२१४	१५.	२६५३ ३१/५/२४	गोदरेज प्रॉपर्टीज लि.तर्फे प्रतिक व्याम स.नं.९०,हिस्सा नं.४,५,६ बी.सी.स.नं.१६४१ (पै) १६४२ (पै) १६४३ (पै) मुंढवा,पुणे	एकूण ५ वृक्ष २ वृक्ष पूर्ण काढणे ३ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२१५	१६.	२३१८ २७/५/२४	पवन कुमार रो हाउस नं.५०५ मांजरी ग्रीन,फेज - २ मांजरी फार्म,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२१६	१७.	१९८९७ २८/३/२४	महावीर विश्वकर्मा प्रॉपर्टीज तर्फे दिलीप जैन स.नं.२०७,सी.स.नं.४३१९, ४३२० हडपसर,पुणे	एकूण ६ वृक्ष ४ वृक्ष पूर्ण काढणे २ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२१७	१८.	२९१६ ४/६/२४	डॉ.हनुमंत साळे विकास बंगला नं.२ अमर कॉटेज सोसायटी,हडपसर,पुणे	एकूण १ वृक्ष १ वृक्षास दिलगिरी	मा.तज्ञ समिती /खात्याच्या शिफारशीसह १ वृक्षास दिलगिरी
			भवानी पेठ क्षेत्रीय कार्यालय		
२१८	१.	१८५६ ३१/५/२४	तेजराज श्रीपाईस इन्फ्रा एल.एल.पी तर्फे श्री. तेजराज पाटील सि.स.नं ७१२/ए का. प्लॉट नं. ३७९ भवानी पेठ, पुणे	एकूण २ वृक्ष २ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२१९	२.	[illegible] ४/६/२४	श्री. तानाजी दुर्गाप्पा शिंगाडे सी.स.नं. [illegible] का. प्लॉट नं. ३८७/८ भवानी पेठ, पुणे	[illegible]	[illegible]
			[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

कसबा विश्राम बागवाडा क्षेत्रीय कार्यालय

२२१	४	२१९५ दि ३०/५/२४	श्री दिपक नागपुरे - ३६ निसेनहट सेनावत पेठ,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२२२	५	१२०५ दि ३/५/२४	वर्धमान रतनचंद दोशी - ११३५ शुक्रवार पेठ,पुणे	एकूण २ वृक्ष २ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२२३	३	१५०८ दि १७/५/२४	केदार विनायक धोलप - ९९२/९९३/६ अ राजेंद्र नगर, सोनासी मटन शॉप,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२२४	४.	२९४४ दि १३/६/२४	आर्की - शरीफ ए.बी – द डिजाईन सेल – सी टी एस नं १०८७/A कसबा पेठ,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२२५	५.	२१५३ दि २९/५/२४	परिचय को ऑप हौसिंग सोसा तर्फे श्री समीर शरदचंद्र बेलवलकर – सी स नं १५८/८क फा प्लॉट नं १०००/६ड,पुणे	एकूण ५ वृक्ष ४ वृक्ष पूर्ण काढणे १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२२६	६.	६१० दि १८/४/२४	सेक्रेटरी – मिलिंद कुलकर्णी – अनामिका सहकारी गृहरचना संस्था मर्या तर्फे – घराक सर्व्हे नं ७२१/१, ७२५ फायनल प्लॉट नं १०००(p) प्लॉट क्र ६A सदाशिव पेठ,पुणे.	एकूण ६ वृक्ष ३ वृक्ष पूर्ण काढणे ३ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२२७	७.	२४७९ दि ५/६/२४	संकल्प डेव्हलपर्स तर्फे कमलेश दादलानी - प्लॉट नं १२/बी/१+१२/बी/२ मंगळवार पेठ,पुणे	एकूण २ वृक्ष २ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२२८	८.	९६४ दि २६/४/२४	श्री शशिधर बी सिंह - स नं ४ ते ७ सी स नं ६७२० फा प्लॉट क्र ४८४ प्लॉट क्र ५० मित्र मंडळ सोसायटी, पर्वती,पुणे	एकूण ६ वृक्ष ५ वृक्ष पूर्ण काढणे १ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२२९	९.	१४६३ दि १५/५/२४	गंधोत्री होम्स तर्फे भागीदार श्री संतोष बसंत केसकर – घराक सर्व्हे नं ७२३/१+२+३+४A+४B सी स नं ९६/५० फा प्लॉट क्र ११२-११३ प्लॉट क्र १० (p) रेणावत (बी) को ऑप हौसिंग सोसायटी सदाशिव पेठ,पुणे	एकूण ८ वृक्ष ६ वृक्ष पूर्ण काढणे २ वृक्ष पुनर्रोपण करणे	मा.तज्ञ समिती /खात्याच्या शिफारशीसह प्रस्ताव मान्य
२३०	१०	१५७१ दि १५/५/२४	[illegible]	[illegible]	[illegible]
२३१	२५	१६२३ दि १७/५/२४	[illegible]	[illegible]	[illegible]

२३२	१२	१६१२ दि २०/५/२४	श्री सुनील महेंद्र सुरतवाला – १०८२ शुक्रवार पेठ,साठे कॉलनी,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /त्रात्याच्या शिफारशीसह प्रस्ताव मान्य
२३३	१३	३४८५ दि २४/६/२४	ग्रुप कन्सलटन्ट तर्फे एस बी सोलंकी- सी स नं १०३० शुक्रवार पेठ,पुणे	एकूण ४ वृक्ष ४ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /त्रात्याच्या शिफारशीसह प्रस्ताव मान्य
२३४	१४	२४०२ दि ३/६/२४	संचालक – कनिष्कायन इस्टेट प्रा.ली – सी टी एस नं ४२९ नारायण पेठ,पुणे	एकूण १ वृक्ष १ वृक्ष पूर्ण काढणे	मा.तज्ञ समिती /त्रात्याच्या शिफारशीसह प्रस्ताव मान्य

परिमंडळ क्र. १ ते ५ अंतर्गत १५ क्षेत्रीय कार्यालयाकडील वृक्ष संख्या २५ आतील वृक्ष पूर्ण काढणे /पुनर्रोपण करणे एकूण २३४ प्रस्तावातील एकूण १०२५ वृक्षांपैकी ३५९ वृक्ष पूर्ण काढणे व २९६वृक्ष पुनर्रोपण करणे तसेच तज्ञममिती शिफारशी नुसार ३७० वृक्षांना नकार (दिलगीरी) कळविलेली आहे. सदर प्रस्तावास मा.महापालिका आयुक्त तथा अध्यक्ष,वृक्ष प्राधिकरण यांची मान्यता देण्यात येत आहे.

"मान्य"

(डॉ राजेन्द्र भोसले)
महापालिका आयुक्त तथा अध्यक्ष
वृक्ष प्राधिकरण समिती
पुणे महानगरपालिका

पुणे महानगरपालिका
मा. महापालिका आयुक्त तथा अध्यक्ष
वृक्ष प्राधिकरण समिती यांना
ठराव क्र. ७/१० दि. ०३/०७/२०२४

(मनोज कोरपडे)
सहाय्य सचिव, वृक्ष प्राधिकरण समिती
पुणे महानगरपालिका

EXHIBIT – 20

Exhibit-20

भारत सरकार
जल शक्ति मंत्रालय
जल संसाधन, नदी विकास
और गंगा संरक्षण विभाग
केन्द्रीय भूमि जल प्राधिकरण
Government of India
Ministry of Jal Shakti
Department of Water Resources,
River Development & Ganga Rejuvenation
Central Ground Water Authority

(भूजल निकासी हेतु अनापत्ति प्रमाण पत्र)
NO OBJECTION CERTIFICATE (NOC) FOR GROUND WATER ABSTRACTION

Project Name:	Dadhe Constructions Pvt Ltd (v Residences)		
Project Address:	S. No. 59/2/1, 59/2/3/4/5/6, 60/2/1, 60,2,2a/3/4/5/6,, 61/2a/3/4/5/6, 61/3/2/3/4/5/6, 1799,1801,1802,, Building I And J, At Kothrud, Tal– Haveli		
Town:	Pune (m Corp.)	Block:	Pune City
District:	Pune	State:	Maharashtra
Pin Code:			
Communication Address:	1651 Aanandvan, Iti Road, Aund, Pune, Pune City, Pune, Maharashtra - 411007		
Address of CGWB Regional Office :	Central Ground Water Board Central Region, N.s. Building, Civil Lines, Nagpur, Maharashtra - 440001		

1.	**NOC No.:**	CGWA/NOC/INF/ORIG/2024/20327	2.	**Date of Issuence**	5/22/2024 12:29:09 PM
3.	Application No.:	21-4/11302/MH/INF/2024	4.	Category: (GWRE 2023)	Safe
5.	Project Status:	New Project	6.	NOC Type:	New
7.	**Valid from:**	22/05/2024	8.	**Valid up to:**	21/05/2029

9. Ground Water Abstraction Permitted:

Fresh Water		Saline Water		Dewatering		Total	
m³/day	m³/year	m³/day	m³/year	m³/day	m³/year	m³/day	m³/year
90.00	32850.00						

10. Details of ground water abstraction /Dewatering structures

	Total Existing No.:0						Total Proposed No.:3					
	DW	DCB	BW	TW	MP	MPu	DW	DCB	BW	TW	MP	MPu
Abstraction Structure*	0	0	0	0	0	0	0	0	3	0	0	0

*DW- Dug Well; DCB-Dug-cum-Bore Well; BW-Bore Well; TW-Tube Well; MP-Mine Pit;MPu-Mine Pumps

11.	Ground Water Abstraction/Restoration Charges paid (Rs.):	32850.00
12.	Environment Compensation (if applicable) paid (Rs.):	0.00

13.	Number of Piezometers(Observation wells) to be constructed/ monitored & Monitoring mechanism.	No. of Piezometers	Monitoring Mechanism		
			Manual	DWLR**	DWLR With Telemetry
	**DWLR - Digital Water Level Recorder	1	0	1	0

(Compliance Conditions given overleaf)

This is an auto generated document & need not to be signed.

Validity of this NOC shall be subject to compliance of the following conditions:

Mandatory conditions:

1) Installation of tamper proof digital water flow meter with telemetry on all the abstraction structure(s) shall be mandatory for all users seeking No Objection Certificate and intimation regarding their installation shall be communicated to the CGWA within 30 days of grant of No Objection Certificate.

2) Proponents shall mandatorily get water flow meter calibrated from an authorized agency once in a year.

3) Construction of purpose-built observation wells (piezometers) for ground water level monitoring shall be mandatory as per Section 14 of Guidelines. Water level data shall be made available to CGWA through web portal. Detailed guidelines for construction of piezometers are given in Annexure-II of the guidelines.

4) Proponents shall monitor quality of ground water from the abstraction structure(s) once in a year. Water samples from bore wells/ tube wells / dug wells shall be collected during April/May every year and analysed in NABL accredited laboratories for basic parameters (cations and anions), heavy metals, pesticides/ organic compounds etc. Water quality data shall be made available to CGWA through the web portal.

5) In case of mining projects, additional key wells shall be established in consultation with the Regional Director, CGWB for ground water level monitoring four (4) times a year (January, May, August and November) in core as well as buffer zones of the mine.

6) In case of mining project the firm shall submit water quality report of mine discharge/ seepage from Govt. approved/ NABL accredited lab.

7) The firm shall report compliance of the NOC conditions online in the website (www.cgwa-noc.gov.in) within one year from the date of issue of this NOC.

8) Industries abstracting ground water in excess of 100 m 3 /d shall undertake annual water audit through certified auditors and submit audit reports within three months of completion of the same to CGWA. All such industries shall be required to reduce their ground water use by at least 20% over the next three years through appropriate means.

9) Application for renewal can be submitted online from 90 days before the expiry of NOC. Ground water withdrawal, if any, after expiry of NOC shall be illegal & liable for legal action as per provisions of Environment (Protection) Act, 1986.

10) This NOC is subject to prevailing Central/State Government rules/laws/norms or Court orders related to construction of tube well/ground water abstraction structure / recharge or conservation structure/discharge of effluents or any such matter as applicable.

General conditions:

11) No additional ground water abstraction and/or de-watering structures shall be constructed for this purpose without prior approval of the Central Ground Water Authority (CGWA).

12) The proponent shall seek prior permission from CGWA for any increase in quantum of groundwater abstraction (more than that permitted in NOC for specific period).

13) Proponents shall install roof top rain water harvesting in the premise as per the existing building bye laws in the premise.

14) The project proponent shall take all necessary measures to prevent contamination of ground water in the premises failing which the firm shall be responsible for any consequences arising thereupon.

15) In case of industries that are likely to contaminate the ground water, no recharge measures shall be taken up by the firm inside the plant premises. The runoff generated from the rooftop shall be stored and put to beneficial use by the firm.

16) Wherever feasible, requirement of water for greenbelt (horticulture) shall be met from recycled / treated waste water.

17) Wherever the NOC is for abstraction of saline water and the existing wells (s) is /are yielding fresh water, the same shall be sealed and new tubewell(s) tapping saline water zone shall be constructed within 3 months of the issuance of NOC. The firm shall also ensure safe disposal of saline residue, if any.

18) Unexpected variations in inflow of ground water into the mine pit, if any, shall be reported to the concerned Regional Director, Central Ground Water Board.

19) In case of violation of any NOC conditions, the applicant shall be liable to pay the penalties as per Section 16 of Guidelines.

20) This NOC does not absolve the proponents of their obligation / requirement to obtain other statutory and administrative clearances from appropriate authorities.

21) The issue of this NOC does not imply that other statutory / administrative clearances shall be granted to the project by the concerned authorities. Such authorities would consider the project on merits and take decisions independently of the NOC.

22) In case of change of ownership, new owner of the industry will have to apply for incorporation of necessary changes in the No Objection Certificate with documentary proof within 60 days of taking over possession of the premises.

23) This NOC is being issued without any prejudice to the directions of the Hon'ble NGT/court orders in cases related to ground water or any other related matters.

24) Proponents, who have installed/constructed artificial recharge structures in compliance of the NOC granted to them previously and have availed rebate of upto 50% (fifty percent) in the ground water abstraction charges/ground water restoration charges, shall continue to regularly maintain artificial recharge structures.

25) Industries which are likely to cause ground water pollution e.g. Tanning, Slaughter Houses, Dye, Chemical/ Petrochemical, Coal washeries, pharmaceutical, other hazardous units etc. (as per CPCB list) need to undertake necessary well head protection measures to ensure prevention of ground water pollution as per Annexure III of the guidelines.

26) In case of new infrastructure projects having ground water abstraction of more than 20 m3/day, the firm/entity shall ensure implementation of dual water supply system in the projects.

27) In case of infrastructure projects, paved/parking area must be covered with interlocking/perforated tiles or other suitable measures to ensure groundwater infiltration/harvesting.

28) In case of coal and other base metal mining projects, the project proponent shall use the advance dewatering technology (by construction of series of dewatering abstraction structures) to avoid contamination of surface water.

29) The NOC issued is conditional subject to the conditions mentioned in the Public notice dated 27.01.2021 failing which penalty/EC/cancellation of NOC shall be imposed as the case may be.
30) This NOC is issued subject to the clearance of Expert Appraisal Committee (EAC) (if applicable).
31) In the self-compliance report, the PP shall submit details of Drilling Agency/ Agencies, which has/ have constructed BW(s)/ TW(s) along with undertaking to the effect that all necessary measures have been taken as per directions of Hon'ble Supreme Court provided in Annexure-VII of guidelines dated 24.09.2020 in respect of abandoned/ failed BW(s)/ TW(s)/Piezometer(s), if any. The PP is advised to engage registered drilling agency/ agencies. In the event of any mishap/ unfortunate incident due to negligence in taking measures for prevention of accident due to falling in Bore Well, both PP and concerned drilling agency shall jointly be held responsible and penal action as per extant Government rules shall be taken.

(Non-compliance of the conditions mentioned above is likely to result in the cancellation of NOC and legal action against the proponent.)

CENTRAL GROUND WATER AUTHORITY

Department of Water Resources, River Development and Ganga Rejuvenation
Ministry of Jal Shakti, Govt. of India

Receipt

(As per the MoJS guidelines dated 24.09.2020 vide SO No. 3289(E) and amendments dated 29.09.2023 vide SO No. 1509(E))
https://cgwa-noc.gov.in

Application No,:	21-4/11302/MH/INF/2024	Date of Issuence:5/22/2024 12:29:09 PM
Name of Firm:	DADHE CONSTRUCTIONS PVT LTD (V RESIDENCES)	
AppType Category:	*Residential apartment*	
Application Type:	*Infrastructure*	
PAN/GSTIN No. of Firm/Individual:	*AAACD6069R / 27AAACD6069R1ZA*	

SN	Description	Amount (Rs.)
1.	Application Processing Fee	**10000.00**
2.	Ground Water Abstraction charges	
3.	Ground Water Restoration charges	
4.	Environmental Compensation Charges (ECRGW) *(Date From to) Days-*	
5.	Penalty for non-Compliance of NOC conditions *Condition to be mentioned*	
6.	Adjustment Charges	
7.	Rebate	
8.	Charges for correction/modification in the existing issued No Objection Certificate	

S.No.	Description	Rate
(i)	Change in User ID	Rs. 1000
(ii)	Change in firm Name	Rs. 5000
(iii)	Extension of No Objection Certificate	Rs. 5000
(iv)	Issuance of duplicate No Objection Certificate	Rs. 5000
(v)	Issuance of corrigendum to No Objection Certificate	Rs. 5000
(vi)	Any other items/correction etc.	Rs. 500

Rs. Rupees Forty Two Thousand Eight Hundred Fifty Only	**42850.00**

This is an system generated invoice, hence, does not require ink signed.

18/11, जामनगर हाउस, मानसिंह रोड, नई दिल्ली - 110011 / 18/11, Jamnagar House, Mansingh Road, New Delhi-110011
Phone: (011) 23383561 Fax: 23382051, 23386743
Website: cgwa-noc.gov.in

पानी बचाये – जीवन बचाये
SAVE WATER - SAVE LIFE

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Term and conditions:

i. All disputes are subject to Delhi Jurisdiction.
ii. Any complaint in regard to the rates will not be entertained.

Member-Secretary
CGWA, New Delhi

CENTRAL GROUND WATER AUTHORITY

18/11, जामनगर हाउस, मानसिंह रोड, नई दिल्ली - 110011 / 18/11, Jamnagar House, Mansingh Road, New Delhi-110011
Phone: (011) 23383561 Fax: 23382051, 23386743
Website: cgwa-noc.gov.in

I/ We am/ are not a member/ members of the Welfare Fund. Therefore, stamp of Rs.2/- is not affixed herewith.

IN THE NATIONAL GREEN TRIBUNAL (WZ) PUNE

O. A No. 82 of 2025
Appeal/ Original Application

Shrikant V. Kamble)
_____)
_____) ...Petitioner/s

v/s
SEIAA & ors. ...Respondent/s

I/ We hereby above named Petitioners / RESPONDENTS/s do hereby appoint and authorize (Advocate) to appear, plead and to act for me/ us in the above matter and to withdraw and receive moneys herein, in and out of Court, to pass effective receipt, to issue execution, settle or to compound the matter, to apply for an adjournment, to authorize any Advocate to appear and to do all things incidental to the aforesaid purpose.

In witness whereof I/ We have set my/ our hand/s to this Writing.

Dated 16th day of month March of the year 2025.

DADHE CONSTRUCTIONS PVT. LTD. PUNE

For Dadhe Constructions Pvt. Ltd

Director

Witness

Signatures

Accepted

ADVOCATE HIGH COURT