BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH PUNE
ORIGINAL APPLICATION NO. 33/2019

IN THE MATTER OF:

MR. TANAJI BALASAHEB GAMBHIRE ... APPLICANT

VERSUS

UNION OF INDIA-MoEFCC & ORS. ... RESPONDENTS

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Date: 24.09.2024

Bambhire

(TANAJI B. GAMBHIRE)
ORIGINAL APPLICANT

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH PUNE
ORIGINAL APPLICATION NO. 33/2019

IN THE MATTER OF:

MR. TANAJI BALASAHEB GAMBHIRE ... APPLICANT

VERSUS

UNION OF INDIA-MoEFCC & ORS. ... RESPONDENTS

REJOINDER TO REPLY OF R-20-IRP

I, Mr. Tanaji Gambhire S/o Shri. Balasaheb Gambhire Age: 41 Years, Profession: Advocate, R/at: CTS No. 296, Shukrawar Peth, Laxmi Apartment, Near Shivaji Maratha High School, White House Lane, Pune-411002 (MH), do hereby solemnly affirm and state on oath as follows and this rejoinder is in continuation of the earlier pleadings of OA;

1. **INTENTIONAL NEGLIGENCE BY R-16-PP TO FILE IA/AFFIDAVIT FOR STAY**: That the Respondent No. 16-PP have intentionally neglected to file the affidavit as well as IA as directed by this Hon'ble NGT vide Order dated 13.08.2024. That, the intention of this R-16-PP is to create only nuisance in this Matter in view to prolong the same. That the intentional default and careless character of the R-16-PP shows the total disrespect towards the judicial proceedings. However, this Original Applicant is not able to understand that from where such high confidence have been gained by the R-16-PP and something wrong is happening behind curtains.

2. **R-17-PP IS THE DEVELOPER & PROMOTORS AND R-16-PP IS THE CONSENTING PARTY ONLY IN ARTICLES OF AGREEMENTS**: That, the agreements executed by the R-17-PP and R-16-PP with flat purchaser's shows that the R-17-PP is the developer & promoters of the Project under environmental violations and R-16-PP is the consenting party being land owner. Therefore, R-16-PP verbal request to stay the proceeding of this OA without filling request in appropriate legal form shows the ill intention. That this Hon'ble NGT has to proceed in the case and

impose the EDC as well as total responsibility upon them in cumulative manner, That it is the internal business of R-17 & R-16 to deal with to correct the environmental wrongs on their part.

3. **COLLUSION OF R-16-PP WITH M/S. TITAN CONTRACTING SERVICES LLP**: That the M/s. Titan Contracting Services LLP has not received any contract for the construction of Buildings "F2, F3, F4 & F5" of Vangani Project as disclosed in Maharera forms. That it is mandatory to disclose the information of all professionals engaged in the project. But after, completion of pleadings in Last August-2023 this R-16-PP in collusion with M/s. Titan Contracting Services LLP has created this drama of Insolvency and to go for the proceedings. Moreover, R-16-PP have not placed on record the any documents of proceeding before NCLT. That the documents placed on record before NCLT are forged and bogus documents created afterthought, just to overcome the burden that will be imposed on PP for restitution and restoration of the area under degradation. These PP are playing such ill tactics from long time.

4. **APPLICATION FOR TOR FILED BY R-17-PP**: That the Application dated 16.02.2022 for ToR under MoEFCC Office Memorandum (OM) dated 07.07.2021 under violation category by R-17-PP and also, ToR dated 25.09.2023 are issued in the name of R-17-PP. Also, letter dated 19.06.2019 is issued by R-17-PP to MPCB. There are number of permissions obtained by the R-17 in his name as admitted by the R-16 in articles of agreement. That the main culprit behind these is "Mr. Rahil Rasiklal Nahar".

5. **PARAWISE REJOINDER TO THE REPLY OF R-20**: That I have read the reply affidavit dated 20.09.2024 (**P@3493-3513**) filed by the R-20-IRP for R-16 and contents of same are partly true

and partly false, misleading, baseless and rejoinder to the same is as below;

5.1 I state that the contents of **Para-1 to 4** of reply affidavit dated 20.09.2024 filed by the R-20-IRP are part of record and deserve no comments at this juncture.

5.2 I state that the contents of **Para-5 & 6** of reply affidavit dated 20.09.2024 filed by the R-20-IRP are partly false & misleading. That the moratorium issued by NCLT under Sec. 14 of IBC 2016 is not for unlimited period on mercy of R-20-IRP or NCLT. Basically, CIRP proceedings initiated before NCLT are vicious litigation filed by M/s. Titan Contracting Services LLP on behest of R-16 to overcome/halt the present proceedings of OA as the Operational Creditor have nothing to do with the project construction of buildings F2, F3, F4, F5, etc. from "Xrbia Vangani" and R-16 is habitual of such tactics of get filling of such litigation from their agents/dummy companies. That the Moratorium under Sec. 14 of the IBC 2016 is not the blanket stay on other proceedings and R-20 & R-16 are misleading this Hon'ble NGT on this Moratorium issue.

5.3 **R-20-IRP IS FAILED TO PROVE THAT THE NGT PROCEEDING/ORDER IS GOING TO IMPACT THE TRANSFERRING, ENCUMBERING, ALIENATING OR DISPOSING OF ASSETS OF CORPORATE DEBTOR**: I state that the contents of **Para-7** of reply affidavit dated 20.09.2024 filed by the R-20-IRP are misleading and this Hon'ble NGT proceedings does not deals with "**transferring**, **encumbering, alienating or disposing of assets of/ corporate debtor or any legal right or beneficial interest or any action to foreclose, recover or enforce any security interest created by corporate debtor in respect of property including any action under SARFAESI Act, 2002**". That the proceedings before Hon'ble NGT does not deals with any of this and the proceedings before this

Hon'ble NGT comes under NGT Act, 2010 which is central level legislation created under Constitution for safeguarding fundamental rights of the Citizens and public property. That the IBC, 2016 is the personal beneficial legislation and NGT Act, 2010 is the public beneficial legislation having larger public interest. Therefore, the moratorium cannot halt the proceedings before this Hon'ble NGT.

5.4 ADMITTED COMPROMISE BETWEEN OPERATIONAL CREDITOR & CORPORATE DEBTOR I.E. R-16 AND APPLICATION FOR WITHDRAWAL OF CIRP AND SUPPRESSION OF DOCUMENTS BY R-20-IRP: I state that the contents of **Para-8** of reply affidavit dated 20.09.2024 filed by the R-20-IRP are suppressing the vital information of compromise documents as the R-20 have admitted that the Operational Creditor and Corporate Debtor i.e. R-16 have amicable settlement and R-20 have filled application for withdrawal of CRIP proceedings with supporting of Form-FA & Consent Terms. Therefore, this R-20 is suppressing the documents of settlement, Form-FA, Consent Terms, and Application for withdrawal of CRIP and present status of the Application and it can be stated that the R-20 is guilty of ***suppressio veri and suggestio falsi***.

5.5 R-20-IRP BEING COURT OFFICER IS ACTING ON BEHEST OF R-16 IN ILLEGAL MANNER AND NOT DISCLOSING TRUE FACTS: That, as per Moratorium, Corporate debtor R-16 has to hand over all the documents including assets, financial details etc. to the R-20-IRP henceforth, However, R-20-IRP is not disclosing any details received to him under Order of Moratorium from Corporate Debtor including financial details/ Movable Assets/ Immovable Assets of debtor i.e. R-16 to understand the financial position.

5.6 STAY OF NGT PROCEEDINGS IS NOT LEGAL & IBC 2016 CANNOT OVERRIDE THE PUBLIC INTEREST LETIGATIONS AND FINAL CRI PLAN CANNOT BE PREPARED WITHOUT KNOWING THE LIABILITY FOR PUBLIC DAMAGE AND ITS INCLUSION IN FINAL CRI PLAN BY IRP IS MANDATORY: That it is important and mandatory to know each & every liability of Corporate debtor while preparing the CRI Plan as well as to put together all the assets of Corporate debtor as per IBC 2016. However, R-20-IRP without knowing the liabilities on account of public wrongs by R-16 and without protecting the interest of public at large just seeking stay of NGT proceedings and it clarifies that the R-20 is the puppet of the R-16 as the NCLT proceedings are just drama created by the R-16 in collusion with the Operational Creditor. Therefore, seeking stay of NGT proceedings is totally illegal and not tenable in the eyes of law and it will frustrate the entire objective of the NGT Act, 2010 giving protection to the fundamental rights of clean environment, also breach of public trust doctrine etc. and there shall not be counterblast to NGT proceedings giving reliefs to the public at large due to malicious litigation.

5.7 MORATORIUM UNDER S. 14 OF IBC, 2016 CANNOT BAR THE PROCEEDINGS BEFORE HON'BLE NGT AND WORD "PROCEEDING" HAS LIMITATION WITHIN IBC, 2016 AND PROCEEDINGS OF PUBLIC IMPORTANCE CANNOT BE STAYED DUE TO MORATORIUM OF SEC. 14 OF IBC, 2016: That the proceedings mentioned in the Sec. 14 (1) (a) of the IBC 2016 is not the environmental proceedings and it is the proceeding related to the transactions define in Sec. **3 (33)** of the IBC, 2016. That this proceeding before Hon'ble NGT is for restitution and restoration of the Environment and ecology damaged by the PP's which is covered under constitutional right. That the proceedings of public importance for restitution and

restoration of environmental damage of Public property by PP cannot have impact of Moratorium of Sec. 14 of IBC 2016. That the ill intention of the R-16-PP and R-17-PP shall be shown heavy hands by this Hon'ble NGT and that the delay in adjudicating of this case has occurred unbridle & uncontrolled situations for restitutions & restoration of environment. That the moratorium is only to keep the assets of corporate debtor together and prohibits the corporate debtor from disposing of it on its own in this Moratorium period. On the contrary Moratorium imposes prohibition on Corporate Debtors from its illegal activity. Sec. 14 does not have blanket application on NGT Proceedings as this NGT proceedings does not alienate any property of R-16. That R-20 in collusion with R-16 misinterpreting the provisions of moratorium and misleading this Hon'ble NGT.

6. That this Hon'ble NGT may kindly overrule the objection of R-20 & R-16 for stay and may kindly hear this case finally and dispose of the same in accordance with the law. That the Original Applicant have field its Pursis dated 12.08.2024 for considering the Rejoinder dated 10.08.2024 as written submissions. That the Affidavit is filed in support of these contentions of Rejoinder.

Whatever stated above is true and correct to the best of my knowledge, belief and information, hence, to verify the same I have signed hereunder at Pune.

Date: 24.09.2024

Gambhire

AFFIANT

(MR. TANAJI B. GAMBHIRE)

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH PUNE
ORIGINAL APPLICATION NO. 33 OF 2019

IN THE MATTER OF:

MR. TANAJI BALASAHEB GAMBHIRE ....APPLICANT

VERSUS

UNION OF INDIA & ORS. ....RESPONDENTS

AFFIDAVIT IN SUPPORT OF REJOINDER TO REPLY OF R-20-IRP

I, Mr. Tanaji Gambhire S/o Shri. Balasaheb Gambhire Age: 41 Years, Profession: Advocate, R/at: CTS No. 296, Shukrawar Peth, Laxmi Apartment, Near Shivaji Maratha High School, White House Lane, Pune-411002, do hereby solemnly affirm and state on oath as follows:

1. I state that, I am Original Applicant in the aforesaid matter and I am well aware with the facts and circumstances of the case and in such capacity competent to depose by way of this affidavit.
2. I have read the contents of the affidavit placing rejoinder, the same has been drafted by myself and that the contents thereof are true facts in my personal knowledge.
3. I state that, the annexures attached with this Affidavit placing additional facts on record are true copies of their respective and content of this affidavit are true and correct to the best of my knowledge and belief.
4. Hence this Affidavit.

AFFIANT
(MR. TANAJI B. GAMBHIRE)

NOTARY GOVERNMENT OF INDIA R. V. PISAL THROUGH OUT DIST. PUNE MAHARASHTRA Regd. No. 2701 Exp. Dt. 13/9/2029

Noted And Registered
At Sr. No: 34661/24
Date: 14 SEP 2024

BEFORE ME

R. V. PISAL
Notary Govt. of India, Pune

NOTARY GOVERNMENT OF INDIA R. V. PISAL THROUGH OUT DIST. PUNE MAHARASHTRA Regd. No. 2701 Exp. Dt. 13/9/2029
NOTARIAL NOTARIAL NOTARIAL

NOTARY GOVERNMENT OF INDIA R. V. PISAL THROUGH OUT DIST. PUNE MAHARASHTRA
NOTARIAL NOTARIAL

ANNEXURE-A-1

Customer Name : Gitesh Padmakar Joshi

Building No : A - 2

Flat No : 708

Registration No : 2098/2013

Registration Date : 25/03/2013

Verified Mr. Dilip Khapre : Khapre

Verified Accounts Dep. :

TRUE COPY

Bombhrise

1 April, 2013

सूची क्र.2

दुय्यम निबंधक : दु.नि. मुळशी

दस्त क्रमांक : 2098/2013

नोंदणी 63
Regn. 63m

गावाचे नाव : दत्तवाडी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु.1,669,500/-
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	रु.1,303,000/-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	38,29 पालिकेचे नाव: पुणे इतर वर्णन : , इतर माहिती: गांव मौजे दत्तवाडी (नेरे) येथील स. नं 38/2, 38/3, 39, 56 व 57 या मधील मंजूर लेआउट मधील प्लॉट नं आर 22 ते आर 29 मधील आर -29 च्या मंजूर लेआउट मधील बिल्डींग नं ए -2, फ़्लेट नं.708, सातवा मजला यांसी क्षेत्र 38.55 चौ.मी म्हणजेच 415 चौ फुट अस
(5) क्षेत्रफळ	38.55 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1) नाव:- एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरीकार श्री दिलीप रामकृष्ण खापरे तर्फे क. ज. व कु.मु. म्हणुन अजिंक्य - पलंगे ;वय: 29; पत्ता :-प्लॉट नं: 929, माळा नं: पहिला मजला, इमारतीचे नाव: मंत्री हाऊस, ब्लॉक नं: -, रोड नं: एफ सी रोड, महा पुणे. पिन कोड:- 411004 पॅन नंबर: AACCH8001K 2) नाव:- मान्यता देणार - एक्झर्बिया डेव्हेलपर्स. लि. तर्फे कु. मु. म्हणुन एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे स्वाक्षरीकार श्री दिलीप रामकृष्ण खापरे तर्फे क. ज. करीता कु. मु. म्हणुन अजिंक्य पलंगे ;वय: 29; पत्ता :-प्लॉट नं: 929, माळा नं: पहिला मजला, इमारतीचे नाव: मंत्री हाऊस, ब्लॉक नं: -, रोड नं: एफ सी रोड, महा पुणे. पिन कोड:- 411004 पॅन नंबर: AABCE5318F
(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1)नाव:- गितेश पद्माकर जोशी ; वय:39; पत्ता:-प्लॉट नं: ए3, माळा नं: -, इमारतीचे नाव: सी/ओ पवन जोशी, सुयोग श्री, , ब्लॉक नं: विशालनगर, जगताप डे नं: वाकड रोड, , .; पिन कोड:- 411027; पॅन नं:- ADRPJ4810H;
(9) दस्तऐवज करुन दिल्याचा दिनांक	13/03/2013
(10) दस्त नोंदणी केल्याचा दिनांक	25/03/2013
(11) अनुक्रमांक,खंड व पृष्ठ	2098/2013
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.41,750/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.16,700/-
(14) शेरा	

20रु RS 20 COURT FEE भारत INDIA वीस रुपये TWENTY RUPEES

दुय्यम निबंधक, मुळशी (पौड)

अस्सल वर हुकुम नक्कल

दुय्यम निबंधक, मुळशी (पौड)

THE SEAL OF THE SUB REGISTRAR OF मुळशी MULSHI

मुल्यांकनासाठी विचारात घेतलेला तपशील:-	Null
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-	(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

पावती

Original/Duplicate

Monday,March 25 ,2013

नोंदणी क्रं. :39म

3:11 PM

Regn.:39M

पावती क्रं.: 2215 दिनांक: 25/03/2013

गावाचे नाव: दत्तवाडी

दस्तऐवजाचा अनुक्रमांक: मलस-2098-2013

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: गितेश पद्माकर जोशी

नोंदणी फी	रु. 16700.00
दस्त हाताळणी फी	रु. 1460.00
पृष्ठांची संख्या: 73	
एकूण:	रु. 18160.00

आपणास हा दस्तऐवज अंदाजे 3:32 PM ह्या वेळेस मिळेल आणि सोबत थंबनेल प्रत व CD घ्यावी.

MLS

बाजार मुल्य: रु.1303000 /- मोबदला: रु.1669500/-

भरलेले मुद्रांक शुल्क : रु. 41750/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.16700/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 004561 दिनांक: 16/02/2013
बँकेचे नाव व पत्ता: ICICI Bank
2) देयकाचा प्रकार: By Cash रक्कम: रु 1460/-

दुय्यम निबंधक, मुळशी (पौड)

Western Maharashtra Development Corporation Ltd. 2nd Floor, Kubera Chembers, Dr. Rajendra Prasad Road, Shivajinagar, Pune 411 005.
D-5/STP(V)/C.R.1014/01/08/205-208/08

भारत 15262 182606 SPECIAL ADHESIVE महाराष्ट्र MAR 05 2013
zero zero four one seven five zero 15:07
Rs.0041750/-PB6588
INDIA STAMP DUTY MAHARASHTRA

FOR W.M.D.C. LTD.
AUTHORISED SIGNATORY

उमट मुद्रांक फ्रॅकिंग अल्ट्रा व्हायलेट लॅम्प खाली तमासले व एस.एम.एस./संबंधित प्राधिकृत अधिकाऱ्याशी दुरध्वनी वरून संपर्क साधून मेल बरोबर आलेला आहे 28/3/2013
सह/दस्त निबंधक मुळशी (पौड)

THE SEAL OF THE SUB REGISTRAR OF मुळशी सब रजिस्ट्रार यांचा शिक्का सत्यमेव जयते MULSHI

म ल म
20e6/2013
9/62

A2-708
Agreement Value
Rs 16,69,750/-

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT ("Agreement") made at **Pune** this 13 March in the Christian Year **Two Thousand and Thirteen.**

BETWEEN

XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 929, "Mantri House", 1st Floor, F.C. Road, Pune - 411004, through its Authorized Signatory, Mr. Dilip Khapre, aged 58 years, occupation - Service, having address at First Floor, "Mantri House", 929 F.C. Road, Pune – 411 004, hereinafter referred to as the **"THE PROMOTER",** (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors) of the **FIRST PART;**

AND

XRBIA DEVELOPERS LIMITED (formerly known as Eiffel Infocity Pvt. Ltd.), a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 929 F.C. Road, "Mantri House", Pune 411004, through its duly Constituted Attorney **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED,** through its Authorized Signatory, Mr. Dilip Khapre, aged 58 years, occupation - Service, having address at First Floor, "Mantri House", 929, F C Road, Pune – 411 004 hereinafter referred to as **"THE CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **SECOND PART;**

AND

Mr. Gitesh Padmakar Joshi Indian Adult, Occupation- **Service**, Pan. No- **ADRPJ4810H,** Residing at **C/o Pavan Joshi, A3 Suyog Shree, Vishal Nagar, Jagtap Dairy, Wakad Road, Pune - 411027, Maharashtra (MH) (India).**, hereinafter referred to as "the Purchaser" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators and permitted assigns] of the **THIRD PART.**

दस्ताचा प्रकार (Nature of Document)	Agreement
दस्त नोंदणीचा तपशिल (Registration Details)	Registrable / Non Registrable Name of S.R.O. Kurla
ठशाचा युनिक नंबर (Franking Unique No.)	9922 / 912805
मिळकतीचे थोडक्यात वर्णन (Property Description in brief)	मौजे Marol Attegaon Taluka C.T.S. No. Village Andheri
मोबदला रक्कम (Co...)	16,69,500/-
मुद्रांक खरेदीदाराचे ना... (Stamp Purcha...)	Gitesh Joshi
दस्तातील दुसऱ्या पक्षकाराचे नाव (Name of the other Party)	Kribha Developers Pvt Ltd
हस्ते असल्यास नाव व पत्ता (If through Name & Address)	Amit Narvekar
पडलेल्या मुद्रांकाची रक्कम (Stamp Duty Amt.)	(अक्षरी रु. in words Rs. 41750/-

FOR W.M.D.C. LTD.

AUTHORISED SIGNATORY

CUSTOMER COPY

Scroll No. 199 Date 26/2/13

Franking Value	Rs.	41750
service Charges	Rs.	10
Total	Rs.	41760

Name & Add. of the Stamp Duty Paying party Gitesh Joshi Pune

(PAN No. if Cash above Rs. 50,000/-)

Cash/*DD/*Pay Order No.: 004562

Date : 26/2/13

Bank/Branch : ICICI Bank Pune

Through Name : Amit Narvekar

I confirm that I have checked the value franked and the WMDC Ltd. is not liable for anything related to the document.

Signature

(For WMDC Office use Only)

Franking Sr. No.

Tran. ID

Authorised Signatory

*Subject to realisation.

Ph.: 2553324/25/26 Franking Deposit Slip

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The Promoter, Confirming Party and the Purchaser are hereinafter, for sake of brevity, collectively referred to as "THE PARTIES".

WHEREAS:

A. The Confirming Party and two other co-owners were absolutely seized and possessed of or otherwise well and sufficiently entitled to certain lands forming a contiguous block admeasuring 58 Hectares 43.35 ares all situated at Village Dattawadi, Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and which lands are more particularly described in the **First Schedule** hereunder written and which contiguous block is hereinafter, wherever the context so permits, referred to as **"the said Larger Land"**;

B. The Confirming Party and the said two other co-owners were desirous of implementing a "Special Township Scheme" on the said Larger Land as contemplated under the Notification bearing No.TPS – 1804 / PUNE / RP / DCR / UD-13 dated 16.11.2005 issued by the Government of Maharashtra, Urban Development Department under Section 20 (4) of the Maharashtra Regional & Town Planning Act, 1966 and the Addendum thereto dated 06.01.2006;

C. Pursuant to Application made in that behalf by the Confirming Party and the said two other co-owners, the Maharashtra Pollution Control Board vide its letter dated 10.04.2006 bearing No. BO/RO (P&P)/364, granted consent to the Confirming Party and the said two other co-owners for development of the land/plot as new construction activities on the said Larger Land;

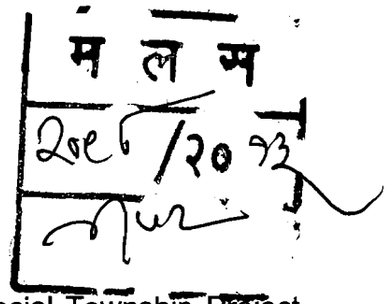
D. Pursuant to Application made in that behalf by the Confirming Party and the said two other co-owners, the Ministry of Environment and Forests (I. A. Division) of Government of India, vide its letter dated 27.12.2006 bearing No. 21-153/2006-IA-III, issued Environmental Clearance to the Confirming Party and the said two other co-owners for construction of Proposed Township on the said Larger Land;

E. Accordingly, pursuant to Application made in that behalf by the Confirming Party and the said two other co-owners, the Government of Maharashtra, Urban Development Department vide its Notification dated 08.07.2008 bearing No.TPS – 1807/99/ CR – 713/07/ UD – 13 notified the Special Township Project read with Letter dated 08.06.2009 and granted Locational Clearance to the Confirming Party and the said two other co-owners for implementation of a Special Township Scheme/Project thereon;

F. Pursuant to Application made in that behalf, the Office of the Collector, District Pune issued its Letter of Intent dated 05.01.2009 bearing No. PNA / NA/SR/ 355 / 08 in respect of the Special Township Project proposed to be implemented on the said Larger Land and, the time originally stipulated in the said Letter of Intent dated 05.01.2009 was extended from time to time from the Office of the Collector, District Pune on application made in that behalf by the Confirming Party and the said two other co-owners and the said Letter of Intent is valid and subsisting;

G. The Confirming Party and the said two other co-owners complied with the conditions stipulated in the said "Locational Clearance" and the said "Letter of Intent" so far as the same pertains to procuring Permissions / Consents / NOC of various Departments of the Government of India / Government of





Maharashtra pertaining to setting-up of the said Special Township Project on the said Larger Land;

H. The Confirming Party and the said two other co-owners procured the sanction of the Office of the Collector, District Pune for the Zoning Layout in respect of said Larger Land vide Letter dated 07.09.2010 bearing No. PMH/NA/SR/355/08, and Confirming Party and the said two other co-owners procured the sanction of the Office of the Collector, District Pune to the first revision for the Zoning Layout in respect of said Larger Land vide Letter dated 31.03.2012 bearing No. PMH/TS/SR/21/2012.

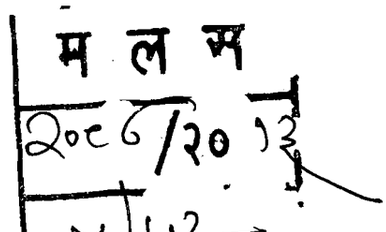
I. In pursuance of the aforesaid permissions, the Confirming Party and the said two other co-owners are developing a Special Township on the said Larger Land called "Xrbia Hinjewadi", which comprises of residential units (bungalows/flats), commercial units, educational institutes, health facilities, parks, gardens, recreation centers, town hall, library, public utilities (hereinafter referred to as the **"said Township"**);

J. Vide an Agreement dated 20/07/2012 [duly Registered under Serial No.**3633/2012** with the Sub-Registrar, Pune] executed by and between the Promoter and the Confirming Party and the said two other co-owners, the Confirming Party and the said two other co-owners granted rights of development to the Promoter in respect of the Plots of land bearing Numbers R- 22 to R- 29 out of the zoning layout sanctioned for the said Township together with the right of way over 18 Mtr. wide Road connecting to the Plots bearing Numbers R- 22 to R- 29 to the public road, at or for the consideration and on the terms and conditions contained therein. Alongwith the above mentioned agreement the Confirming Party and the said two other co-owners also executed a General Power of Attorney dated-20.07.2012 in favour of the Promoter which is registered at Sr.No.3634/2012 in the office of Joint Sub-Registrar,Mulshi No.2, whereby the Confirming Party and the said two other co-owners authorized the Promoter to execute the present Agreement on behalf of the Confirming Party and the said two other co-owners and to duly register the same and admit execution before the concerned Sub-Registrar. The Plots bearing Numbers R- 22 to R- 29 out of the said Mater Plan together with the right of way over 18 mtr. wide road connecting to the said Plots to the public road are more particularly described in the **Part A of the Second Schedule** hereunder written and are hereinafter, wherever the context so permits, referred to as **"the said Total Plots"**;

K. Vide two Sale Deeds both dated 12/10/2012 [duly Registered under Serial Nos.**5311/2012** and **5312/2012** with the Sub-Registrar, Pune], the said two other co-owners sold and the Confirming Party herein, purchased all the respective right, title and interest of the said two other co-owners in the said Total Plots, so as to constitute the Confirming Party herein as the sole and absolute owner of the said Total Plots.

L. The Promoter has procured sanction from the Office of the Collector, District Pune for the Building Plans in respect of the construction of various buildings containing residential flats on the said Total Plots hereinafter collectively referred to as "the said Housing Complex", including a Building (hereinafter **"the said Building"**) containing Residential Units/Flats on a portion admeasuring **735.25** sq. mtrs. forming part of Plot bearing Number **R-29,** which said portion is more particularly described in **Part B of the Second Schedule** hereunder written and is hereinafter referred to as **"the**





said Land" and is demarcated in the site plan annexed ~~hereto~~ as an attachment to the plan of the said Unit Annexure "C", hereinafter described;

M. The confirming party has applied to the Office of the Collector Pune for grant of permission for sale of residential flats / units. in the said Housing Complex to be constructed by the Promoter on the said Total Plots (including the said Building proposed to be constructed on the said Land) as part of the said Township as contemplated under Regulation 6 of the Regulations for Development of Special Townships made by the Government of Maharashtra. The Collector has considered the above mentioned application for permission and process is going on for the grant of the application.

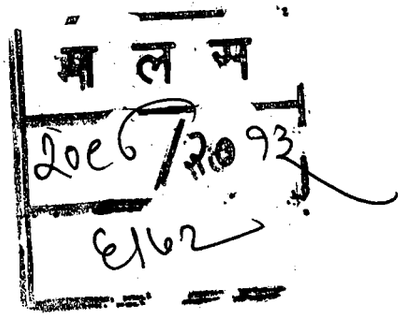
N. In the circumstances the Promoter is developing the said Total Plots by demarcating various portions out of the said Total Plots (including the said Land) and constructing on each such portion of the said Total Plots (including the said Land) a multi-storied building consisting of apartments for use as residences, shops, commercial establishments, hotels, restaurants or any other permissible user as designated by the Promoter, and dedicating each such portion of the said Total Plots (including the said Land) under the provisions of the Maharashtra Apartment Ownership Act, 1970 by causing the Confirming Party to sign and register a Declaration under the provisions of the said Act, in pursuance whereof the Promoter Shall, on completion of the said Building and after obtaining the occupation certificate in respect thereof and on sale of all the units in the said Building, cause the Confirming Party to sign and register a Declaration under the provisions of Section 2 of the Maharashtra Apartment Ownership Act, 1970 and on completion of the all said buildings to be constructed on the said various demarcated portions of the said Total Plots (including the said Building proposed to be constructed on the said Land) and sale of the apartments therein (for specified user as may be designated by the Promoter) the Promoter shall execute and/or cause the Confirming Party to execute a Deed of Apartment by way of Lease in respect of a proportionate share in the said Land in favour of all the purchasers of apartments in the said Building,

O. The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Building as well as the Unit hereby agreed to be sold and of such documents as are specified under the Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as "The Ownership Flats Act") and the Rules made there under;

P. The Purchaser has, before execution hereof, had the title of the Promoter herein to the said Land independently verified through the Advocate of the Purchaser and the Purchaser has satisfied himself/ herself that the same is free, clear and marketable;

Q. A copy of **the Certificate of Title** issued by the Advocate of the Promoter, copies of **the Extracts of Village Form VII/XII** in respect of the said Total Plots (including the said Land) showing the nature of the title of the Promoter to the same, **a copy of the internal plan of the Unit** agreed to be purchased by the Purchaser along with a copy of the site plan of the said building and the said Land and a copy of **the said sanction of the said plans of the said proposed Building**, have been annexed hereto as **Annexure "A", "B", "C" and "D"** respectively;





R. The Purchaser, after being fully satisfied in respect of the title to the said Land and all permissions, plans etc. in respect of the said Building, has agreed to acquire a Residential Flat admeasuring **38.55** sq. mtrs. (equivalent to **415** sq. ft.) carpet area inclusive of the areas of balconies to the said Residential Flat bearing No .**708** to be situated on the **SEVENTH FLOOR** floor of the said Building "**A2**" forming part of the said Housing Complex to be constructed by the Promoter on the said Total Plots at or for the consideration and on the terms and conditions set out hereinafter, which said Residential Flat bearing No. **708** is more particularly described in the **Part "C" of the Second Schedule** hereunder written and hereinbefore and hereinafter referred to for the sake of convenience and brevity as **"the said Unit"**;

S. The Purchaser hereby expressly confirms that he/she has entered into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the documents, plans, orders, sanctions, approvals, schemes including the right and entitlement available to and reserved by the Promoter in these presents;

T. It is clarified by the Promoter that the building plans and the layout plans for the said Residential Buildings though approved by office of Collector, Pune are tentative and are liable to be changed and/or revised or amended as per the requirements of the Promoter and/or as may be ultimately approved/sanctioned by office of Collector, Pune and other concerned public bodies and authorities. The Promoter reserves the right to do so without obtaining any consent / permission / approval from the Purchaser and this right of the Promoter is acknowledged and accepted by the Purchaser;

U. The Promoter and Confirming Party have informed and explained to the Purchaser and the Purchaser has agreed that the development of the said Township on the said Larger Land shall be in a phased manner and will be completed in the due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Housing Complex shall also be developed in a phased manner and will be completed in due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Building proposed to be constructed on the said Land will consume more FAR than the FAR of the said Land by utilizing further FAR from the said Total Plots other than the said Land. In the circumstances the Purchaser agrees that any increase in FAR or any other development potential whatsoever, whether by way of loading TDR from outside or Fungible FSI (FAR) or otherwise howsoever in respect of the said Land at any time heretofore, and, in particular, upto the extent and point that such increase raises the FAR or other development potential of the said Land to equate the FAR or other development potential now being consumed in the said Building, shall belong absolutely to the Promoter/ Confirming Party who shall be entitled to utilize the same by putting up further construction anywhere on the said Total Plots and/or the said Larger Land, but other than on the said Land or the said Building;

V. Relying upon the same as stated hereinabove, the Promoter agrees to sell the said Unit to the Purchaser on the terms and conditions hereinafter appearing;

W. In accordance with Section 4 of the Ownership Flats Act, the Promoter is required to execute a written Agreement for Sale of the said Unit with the Purchaser being, in fact, these presents;



NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The recitals as mentioned hereinabove form an integral and operative part of this Agreement and this Agreement shall be read, understood and construed accordingly.

2. The Promoter is proceeding with the construction work of the said Building on the said Land more particularly described in the Part B of Second Schedule hereunder written.

3. The said Building to be constructed by the Promoter on the said Land shall be constructed by the Promoter in accordance with the plans and specifications sanctioned by the Collector of District Pune and which the Purchaser has seen and approved, but which said specification may be amended from time to time as aforesaid.

4. The Purchaser hereby declares that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser has taken full and free inspection of, inter-alia, the following:

a) Nature of the title of the Promoter to the said Land along with the relevant Documents.

b) All the plans and specifications sanctioned by the Office of the Collector of District Pune in respect of the said Building proposed to be constructed upon the said Land.

c) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.

d) All the particulars of design and materials to be used in the construction of the said Unit hereby agreed to be sold.

e) The nature of organization of persons to be constituted of all purchasers of Units in the said Building and to which title to the said Building is to be passed under the Maharashtra Apartment Ownership Act, 1970 by way of a Deed of Apartment by way of a Lease of the said Land proportionately and sale of the Unit agreed to be sold;

f) The various amounts that are to be paid, inter alia, towards the ground rent, revenue assessment and other taxes and water and electric charges, including water deposit and electricity deposits as are applicable for the time being in force.

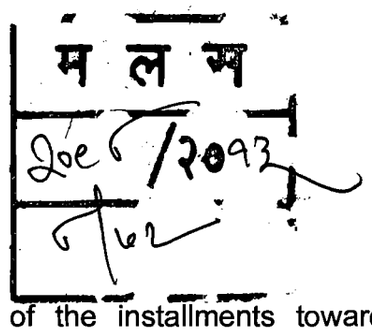
5. The Purchaser hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser, with full knowledge thereof, has entered into this Agreement.

6. The Promoter declares that:

(a) The said Unit shall be constructed in accordance with the plans and specifications approved and sanctioned by the Office of the Collector of District Pune and as may be amended from time to time as aforesaid.

(b) Possession of the said Unit agreed to be purchased by the Purchaser shall be handed over to the Purchaser by the Promoter to the Purchaser complete in all respects on or before 31st December, 2015 provided that the





Purchaser shall have made payment of the installments towards the purchase price of the said Unit and other charges as agreed upon without delay at the times stipulated for payment therefore and also subject to force majeure conditions and other factors beyond the control of the Promoter.

(c) The carpet area of the said Unit inclusive of the area of balconies therein shall be **38.55** sq. mtrs. (equivalent to **415** sq. ft.) (Subject to a maximum variation of 3%) as per the **copy of plan of the said Unit** annexed hereto as **Annexure "C"**.

(d) The mutually agreed lumpsum price of the said Unit inclusive of the proportionate price of the common areas and facilities and limited common areas of the said Building is Rs. **1,669,500.00/- (Rupees Sixteen Lakh(s) Sixty Nine Thousand Five Hundred Only**) plus VAT & Service Tax amounting to Rs. **68,282.55/- (Rupees Sixty Eight Thousand Two Hundred Eighty Two And Paise Fifty Five Only).** Save as otherwise expressly set out herein, it is hereby expressly agreed by and between the Parties that the time shall be essence of this Agreement for payment as mentioned in this agreement and for complying with the terms and conditions of this Agreement. Further the said sum of Rs. **333,014.84/-** (**Rupees Three Lakh(s) Thirty Three Thousand Fourteen And Paise Eighty Four Only**) and VAT & Service Tax amounting to Rs. **26,985.16/-** (**Rupees Twenty Six Thousand Nine Hundred Eighty Five And Paise Sixteen Only**) is being paid at the time of execution of this Agreement.

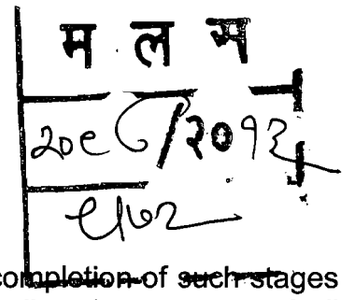
(e) The Promoter shall not later than 6 Months from the date of completion of the last building in the said Housing Complex ensure that leasehold title (by way of a Deed of Apartment by way of Lease in perpetuity) to the said Land is granted to the purchasers of the units in the said Building in the proportion that the area of each unit bears to the aggregate area of the entire said Building.

7. The said Unit hereby agreed to be sold is intended and shall be used for permissible Residential purposes only and the Purchaser undertakes that the said Unit shall not be used by the Purchaser for any other purpose whatsoever.

8. The Purchaser hereby accepts and shall always be deemed to have accepted the title of the Promoter to the said Land and he/she agrees not to raise any requisition or objection in respect thereof.

9. As mentioned above, the Purchaser has agreed to acquire Flat No **708** on the **SEVENTH FLOOR** of the said Building no. **A2** in the said Housing Complex as per the copy of the plan of the said Unit hereto annexed and marked as Annexure "C" at or for the consideration of Rs. **1,737,782.55/- (Rupees Seventeen Lakh(s) Thirty Seven Thousand Seven Hundred Eighty Two And Paise Fifty Five Only**) inclusive of VAT and Service Tax. The Purchaser shall make payment of the said agreed consideration amount to the Promoter according to the Schedule of Payments set out in the **Third Schedule** hereunder written. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the Third Schedule hereunder written and to demand from the Purchaser the aggregate of the **installments towards the balance agreed consideration amount** mentioned in the





Third Schedule hereunder written to be paid on completion of such stages of construction/Items of Work. The Purchaser shall make payment of all installments towards the balance agreed consideration amount to the Promoter by Demand Draft or by local Cheques, if the Branch of the Drawer Bank is situate in Pune. The Purchaser agrees and confirms that the certificate of the Promoter shall be conclusive proof that the plinth or the casting of the respective slabs or any other items of construction work are completed as mentioned in the letter of intimation from the Promoter to the Purchaser, and the Purchaser shall make payments as herein provided, time being of the essence of this Agreement. The Purchaser agrees that he/she shall not be entitled to raise objections with regard to the completion of the plinth or casting of the respective slabs or the other items of construction work or the certification of the same by the Promoter.

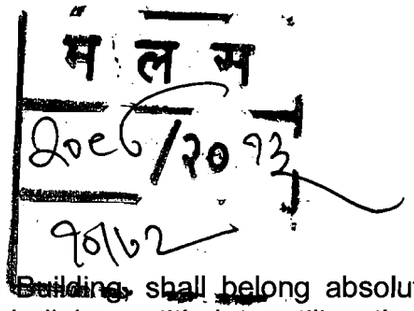
10. The Unit agreed to be acquired by the Purchaser herein shall be provided with the **amenities and shall be built as per the specifications**, which are set out in the **Fourth Schedule** hereunder written. However, it is specifically agreed between the parties hereto that the Promoter shall have the right to change the said amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or the Promoter feels it would be better and/or for any other reason beyond the control of the Promoter.

    If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are as close to and similar to the original items as is reasonably possible. The Purchaser agrees not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

11. The Purchaser admits having taken inspection of all the documents required to be given by the Promoter under the provisions of the Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder. The Purchaser hereby agrees and confirms that the Promoter shall be entitled to exercise the powers and authorities set out below as if the Purchaser had given written prior consent to the Promoter as required under the provisions of the said Act. The Purchaser hereby confers upon the Promoter the right and authority for the purposes set out herein below :

a) The Promoter and Confirming Party have explained to the Purchaser and the Purchaser has agreed that the development of the said Township on the said Larger Land shall be in phased manner and will be completed in the due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Total Plots and the said further buildings in the Housing Complex shall also be developed in a phased manner and will be completed in due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Building proposed to be constructed on the said Land will consume more FAR than the FAR of the said Land by utilizing further FAR from the said Total Plots other than the said Land. In the circumstances the Purchaser agrees that any increase in FAR or any other development potential whatsoever, whether by way of loading TDR from outside or Fungible FSI (FAR) or otherwise howsoever in respect of the said Land at any time heretofore, and, in particular, to the extent and point that such increase raises the FAR and other development potential of the said Land to equate the FAR or other development potential





now being consumed in the said Building, shall belong absolutely to the Promoter/Confirming Party who shall be entitled to utilize the same by putting up further construction anywhere on the said Total Plots and/or the said Larger Land, but other than on the said Land or the said Building. The Promoter shall be entitled to consume the present as well as such future F.A.R. as may be available in respect of the said Land or any part thereof or consume F.A.R. which may be procured by the Promoter by way of Transfer of Development Rights ("TDR")/ Fungible FSI or additional FAR or otherwise howsoever which may become available for carrying out construction on the said Total Plots and/or the said Larger Land on account of any change in the Development Control Regulations or as per the applicable law in force from time to time or otherwise howsoever on the said Land at present or in future and for the purpose of consuming such balance and/or additional F.A.R. to construct extensions and/or additional floors and/or additional Building/s as the Promoter may think fit and proper.

b) After consuming such balance and/or additional F.A.R. by constructing extensions and/or additional floor/s containing Units, the Promoter shall be entitled to sell such Units for such permissible user as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in its absolute discretion deem fit.

c) The Promoter shall also be entitled to consume additional F.A.R. and/or balance available under Building Rules or by any special concession being granted by the Office of the Collector of Pune or any other authorities including the F.A.R. available in lieu of road widening, set back, reservation etc.

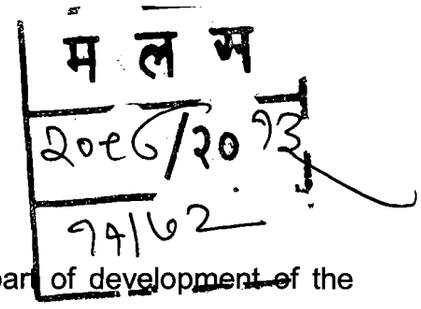
d) The Purchaser of the Unit agreed to be sold hereunder and all the other purchasers of units in the said Building to be constructed on the said Land shall not have any right, title, claim or interest in respect of the open spaces, parking spaces and common areas of the said Total Plots and/or the said Housing Complex and/or the said Township. The Purchaser shall only acquire a right in the said Land and only after the Promoter declares that the project is completed and till then the rights of the Purchaser are confined only to the Unit hereby agreed to be sold and access thereto over the shortest exit/entry from any public road.

e) Irrespective of whether the possession of the Unit being given to the Purchaser and/or management of the said Housing Complex being given to an Ad-Hoc Committee of the purchasers of Units in the said Building, the rights under this Clause and/or under this Agreement reserved for the Promoter for exploiting the potential, both present and future, of the said Land shall subsist and shall continue to vest in the Promoter as shall be reserved to the Promoter in the said Deed of Apartment by way of lease.

f) The Promoter shall be entitled to make any changes in the elevation of the said Building/Housing Complex to be constructed by it on the said Land as also in the plans and specifications in respect thereof without being required to take the consent of the Purchaser provided however that such changes shall not materially affect the area, internal plan and location of the Unit agreed to be sold hereby.

g) The Promoter and Confirming Party shall be entitled to lay Drains, Sewers, Gas, Water & Electrical Pipelines, Telecom Conduits and other Installations





over/under the said Land/the said Building as part of development of the said Special Township on the said Larger Land.

The Purchaser and/or the Association of Apartment Owners of the purchasers of the Units in the said Building shall not raise any objection on any ground as the Promoter's rights reserved herein.

12. The Purchaser shall not be allowed to make use of the terraces over the top floor of the said building wherein the said Unit is housed which will be exclusive property of the Promoter, subject only to right access to the Association of Apartment Owners to attend to any leakage from the terraces or to carry out any repairs or to install, repair and maintain any TV Antennae of purchasers of Units in the said Complex.

13. The Promoter shall be entitled to grant the exclusive right to use, occupy and enjoy all or any of the terraces in the buildings of the said Housing Complex to be constructed by the Promoter on the said Total Plots/Larger Land to one or more of the purchasers of the Units therein. Such terraces, the exclusive use, occupation and enjoyment of which have been granted by the Promoter as aforesaid shall constitute restricted common areas and facilities as contemplated under the Ownership Flats Act, 1963. Before execution hereof the Purchaser has been provided with details of the exclusive right of user to certain purchasers of units in the said Building of certain terraces already granted/agreed to be granted by the Promoter in the said Building prior to the date of execution hereof.

14. It is agreed between the parties hereto that if the Promoter fails to give possession of the said Unit in accordance with the terms of this Agreement on the date mentioned in Clause 6(b) hereinabove, or if, the Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Unit by the said date and after a period of three months if those reasons still exist, then in such case, instead of the said Unit, the Promoter shall, without prejudice to its rights reserved hereunder, be liable to refund the amounts already received by it in respect of the said Unit from the Purchaser (save and except any amount received by way of V.A.T., service tax or any such other tax/levy)with simple interest thereon at the rate of 9% per annum from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser and the said amount and interest shall be a charge on the said land and construction thereon to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Unit on the aforesaid date, if the completion of building in which the Unit is to be housed is delayed on account of:

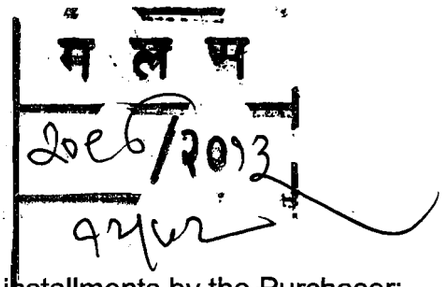
i) Non-availability of steel, cement, other building material, water or electric supply.

ii) War, Civil commotion or act of God.

iii) Any notice, order, rule, notification of Government and/or Municipal or other public or competent authority which prevents the Promoter from carrying out with the work of development and construction on the said Land.

iv) Any delay on the part of the Office of the Collector of Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / NOCs / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Housing Complex under construction by the Promoter on the said Land.





v) Non-payment or delayed payment of installments by the Purchaser;
vi) Any change in the Development Control Rules and Regulations and/or in law;
vii) Force-majeure Causes or other reasons beyond the control of the Promoter.
viii) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s
ix) Any other circumstances beyond the control of the Promoter.

The Purchaser shall take possession of the said Unit within seven days of the Promoter giving written notice to the Purchaser intimating that the said Unit is ready for use and occupation and in that behalf comply with all necessary legal formalities. Upon the Purchaser taking the possession of the said Unit, he/she shall have no claim against the Promoter in respect of any item or work in the said Unit which may be alleged not to have been carried out or completed.

Provided further that the Purchaser shall not without the prior consent of the Promoter carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the defect liability of the Promoter shall automatically become void and Purchaser shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works.

Also it is mutually agreed that the statutory liability period will start from the date of the Promoter obtaining Occupation Certificate of the said Unit from the Concerned Authority and shall extend for a period of one year. The Purchaser shall take possession of the said Unit after inspecting the same and satisfying himself / herself that the same has been constructed in accordance with the sanctioned Building Plans in respect thereof and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser in respect of the said Unit after possession thereof has been handed over to the Purchaser.

15. The Purchaser hereby agrees to pay all amounts due and payable under this Agreement on the stipulated dates. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser fails or delays to make payment of any of the said dues within a period of fifteen days from the date of receipt of written intimation by the Promoter on the dates stipulated therefore, then in that event, the Promoter shall have an option either to terminate these presents or to accept interest from the Purchaser @ 18% per annum on such unpaid/delayed amount from the time the same became payable. If, the Promoter exercises its said option to terminate these presents on the ground mentioned above and does so terminate the same, it shall repay to the Purchaser such amounts paid to it by the Purchaser/s without interest (save and except any V.A.T., service tax or any other such levy/tax) after deducting an amount equal to 20% of the amount received from the customer plus interest as computed above, and in such an event, the Purchaser shall only have a money claim simpliciter against the Promoter for refund of all such amounts due to the Purchaser from the Promoter. The Promoter shall be fully entitled to deal with and dispose off



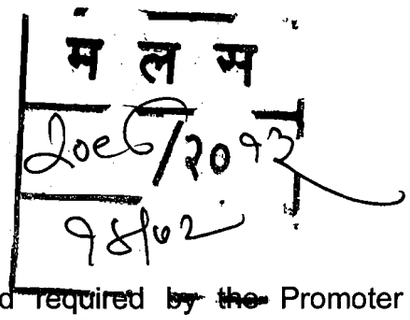
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the said Unit in such manner as the Promoter deems fit and proper without recourse or reference to the Purchaser. Further, if the Purchaser fails to comply with or contravenes the provisions of this agreement, he/she/they shall be liable to action contemplated under Section 12 of the Ownership Flats Act.

16. The Purchaser has been expressly made aware by the Promoter of the fact that the Promoter has made and will be required to make a substantial investment in the Building to be constructed on the said Land and for due completion thereof and that relying, interalia, on the assumption that the Purchaser herein and the other purchasers of units in the said Building will make payment of the installments towards the balance purchase price of their respective Units at the times stipulated for payment thereof, the Promoter has undertaken statutory and contractual liabilities towards the Purchaser herein and the purchasers of other units in the said Building. The Purchaser has been fully made aware of the fact that if the Purchaser herein seeks to rescind the proposed purchase of the said Unit (except on account of any undue delay on the part of the Promoter in completing the said Building and the said Unit), such rescission shall adversely affect the said Building being constructed by the Promoter on the said Land as a whole. Keeping the above facts and circumstances in mind, it has been agreed by and between the Promoter and the Purchaser that in the event of the Purchaser not being desirous of purchasing the said Unit and, as a consequence, the Purchaser seeking to rescind these presents, the Promoter shall be obliged to refund without interest, only the balance amount of all payments made by the Purchaser to the Promoter under the terms hereof upto the date of such cancellation, after deducting therefrom a sum amounting to 20% of the amount received from the customer plus interest levied at 18% if due on the outstanding amounts and after deducting taxes and levies, which said deductions shall stand forfeited. Further, the Promoter shall be liable to make such refund only after the Promoter has re-sold the said Unit and after the Promoter has received monies due from any such new prospective purchaser of the said Unit. In the circumstances contemplated above, on the Purchaser intimating to the Promoter that the Purchaser is desirous of rescinding this Agreement, this Agreement shall be deemed to stand cancelled by mutual consent of the parties hereto on and from the date the Promoter receives such written intimation from the Purchaser. But if the customer has availed loan from any Bank or Financial Institution by mortgaging the said flat / unit, then the cancellation would take effect only after the receipt of no dues certificate from such Bank / Financial Institution. The Purchaser shall have only a money claim against the Promoter to the extent of the amount to be refunded by the Promoter to the Purchaser and shall forthwith cease to have any rights in the said Unit. However, under any circumstances whatsoever, if the Purchaser has availed of any housing loan from any bank/housing finance institution for purchase of the said Unit, subject to the first right of the Promoter to receive any monies due to the Promoter from the Purchaser, such bank/housing finance institution shall have the prior right to repayment of any monies due to it over all other persons (save and except the Promoter), from any monies to be refunded by the Promoter to the Purchaser as aforesaid.

17. The Purchaser agrees to sign and deliver to the Promoter before taking possession of the said Unit and also thereafter all writings and papers as





may be reasonably necessary and required ~~by the~~ Promoter for the formation of the Association of Apartment Owners.

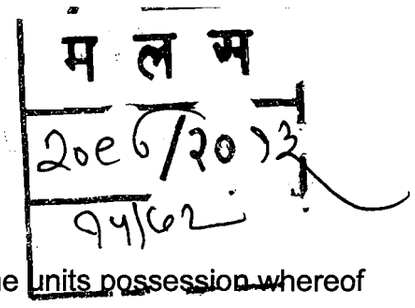
18. Until the execution of the said Deed of Apartment by way of lease as is hereinafter provided and/or possession of the said Land is delivered by the Promoter to the purchasers of units in the said Building and the formation of the said Association of Apartment Owners and intimation of the same is received by the Purchaser from the Promoter, the Purchaser shall be bound and liable to pay to the Promoter regularly and punctually all contributions and other amounts required to be paid by the Purchaser to the Promoter under this Agreement and the Purchaser shall not withhold any such payment to the Promoter. The Purchaser shall be liable to make payment of interest at the rate of 18% per annum on any such contributions liable to be made by him/her from the date the same became payable up to payment thereof. However, if the Promoter in its absolute discretion so desires, it shall be entitled to entrust the management of the said Land and the Building thereon to an Ad-Hoc Committee of the unit purchasers for looking after maintenance and management thereof only including collection and disbursement of contributions from the purchasers of units in the said Building towards payment of outgoings and expenses referred to herein, then in such event, the Promoter shall not be under any obligation or liability to collect the said contributions or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefore or any matter concerning maintenance or management of the said Land and the said Building and the liabilities in that behalf shall be that of the Ad hoc Committee of the purchasers. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said Land and the said Building standing thereon and the common areas thereof etc. and pay the outgoings.

    The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.

19. The Purchaser hereby irrevocably gives his/her consent to the Promoter for raising any finance by way of mortgage of the said Land and the Building thereon (i.e. other than the said Unit) if, as and when so deemed necessary by the Promoter.

20. The Purchaser is aware that the Promoter shall be collecting and disbursing the maintenance, taxes and all other outgoings in respect of the said Land as also the common expenses of maintenance and management of the said Land and the said Building thereon until such time as the execution of the said Deed of Apartment by way of lease and formation of the said Association of Apartment Owners as aforesaid or until management of the said Land and Building thereon is entrusted to an Ad-Hoc Committee as mentioned in the last preceding clause and it shall be the paramount responsibility and obligation of the Purchaser to pay all the outgoings regularly. In the event of default being committed by the Purchaser herein or any of the purchasers of any other units in the said Building, the Promoter shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the collective responsibility of all the purchasers of the units in the said Building who together shall be deemed to be Managers under the provisions





of the Ownership Flats Acts 1963 in respect of the units possession whereof has been given by the Promoter.

21. The purchasers of all units in the said Building, including the Purchaser herein, shall join as a member of the Association of Apartment Owners. The Purchaser shall, within seven days from the Promoter calling upon him/her to do so, execute all deeds, documents and papers for or in connection with the formation of the said Association and the bye-laws of the condominium or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser agrees to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and purchasers of the units may be affected, prejudiced and endangered in any manner or likely so to be.

22. The purchasers of all such units in the said Building shall be admitted, as members of the said Association which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser and other members of such Association without any reservations or conditions. However, it is clarified that before the Purchaser herein is admitted as Member of any such Association, the Purchaser shall have paid/cleared all his/her dues under the terms hereof to the Promoter, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Building. No transfer fees, premium or any other amounts save and except nominal entrance fees and other monies paid by all the purchasers at the time of formation, shall be charged from the Purchaser.

23. Commencing a week after Notice in writing is given by the Promoter to the Purchaser that the said Unit is ready for use and occupation, the Purchaser agrees and binds himself / herself to pay a proportionate share as may be determined by the Promoter of all the outgoings in respect of the said Land and the said Building thereon including all the government rates, taxes and charges and collector/s bills, electricity and water deposits, insurance of common facilities/installations, electricity bills, common lights and electric installations, water charges, watchman and sweepers, wages, sanitation, addition and alteration, oil painting, colour washing, repairs etc. more particularly and specifically mentioned in the **Fifth Schedule** hereunder written and all other outgoings and expenses of and incidental to the management and maintenance of the said Land and the said Building thereon. Until the taxes, etc. are fixed and the exact amount worked out for each Unit, the Purchaser shall pay the provisional monthly outgoings detailed in Clause 24 below. The Purchaser shall indemnify and keep indemnified the Promoter against the aforesaid taxes and other payments and expenses. If, on account of failure on the part of the Purchaser and purchasers of any units to pay such proportionate share, any concerned authorities take any action for recovery of the same, the Promoter shall not be liable or responsible for any loss or damage which may be suffered by the Purchaser on account of the said action.

24. On or before taking possession of the said Unit, the Purchaser agrees to deposit with the Promoter an amount decided by the Promoter an amount equivalent to twelve months of projected outgoings. It is hereby clarified that the said amounts are mere estimates made by the Promoter and if the



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proportionate contribution of the Purchaser herein exceeds the amounts mentioned above, the Purchaser shall be obliged to deposit the additional amounts with the Promoter on demand.

25. The Promoter shall not be liable to share in the payment of any maintenance charges, electricity charges and water charges in respect of unsold Units in the said Building so long as the same are vacant and unoccupied.

26. The Purchaser shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge such as VAT, Service Tax and/or any other such Taxes/levies as are or as may be levied by the State or Central Government or any other Authority from the date hereof upto before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser hereby agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser of any such taxes, duties etc. Such taxes/levies shall be non-refundable in the event that the purchase of the said Unit is cancelled for any reason.

27. The Purchaser hereby irrevocably consents and authorizes the Promoter to represent him/her it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter may, till the formation of the said Association of Apartment Owners represent the Purchaser and his/her interest and give consent, NOC's and do all necessary things in all departments of the Office of the Collector of Stamps, Pune, Roads, Water and other Government Departments, MSEDCL etc., on behalf of the Purchaser and whatsoever acts, done by the Promoter on behalf of the Purchaser shall stand ratified and confirmed by the Purchaser and the same shall be binding on the Purchaser.

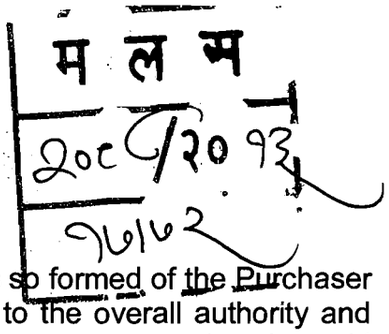
28. It is hereby clarified that the Promoter herein shall be deemed to be a liaisoning agency for applying for all municipal and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose.

    However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such legal body or authority or MSEDCL in providing such amenities, services or facilities to the Housing Complex on the said Land or to the Unit agreed to be sold hereunder.

29. It is hereby expressly agreed that the Purchaser shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Promoter pursuant hereto including the proportionate Stamp Duty payable on the Deed of Apartment by way of Lease to be executed in pursuance hereof, the Deed of Declaration to be executed and registered the costs of formation of the condominium and the Association of Apartment Owners, the bye- laws of the condominium etc.

30. In the event of the said condominium / association of apartment owners being formed and registered before the sale and disposal by the Promoter of all the units in the said Building, the powers and the authority of the





condominium / association of Apartment owners so formed of the Purchaser and other holders of the units shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the said Land and Building and, in particular the Promoter shall have absolute authority and control as regards the unsold units and disposal thereof. The Purchaser hereby agrees and confirms that in the event of the condominium / association of apartment owners being formed before the Promoter deals with or disposes of all the units in the said Building to be constructed on the said Land then and in that event the purchasers of the unsold units from the Promoter shall be admitted to the membership of such condominium / association of apartment owners on being called upon by the Promoter without payment of any premium or any additional charges save and except for the and entrance fee and such purchaser thereof shall not be discriminated or treated prejudicially by such condominium/association of apartment owners.

31. The Confirming Party shall have total discretion in the matter of development and maximum exploitation of the said Larger Land and the said Township and the Promoter shall have total discretion in the matter of development and maximum exploitation of the said Total Plots and the said Housing Complex and they shall be entitled to develop, construct, sell and dispose of flats in the other towers/ buildings constructed in the said Larger Land and said Total Plots and the said Housing Complex respectively without being objected by the purchasers of the units in the said Building (including the Purchaser herein).

32. As per the township scheme there will be a floating FSI available on the said Larger Land. The Confirming Party and the Promoter jointly as may be mutually agreed between them are entitled to consume the unused FSI of the said Larger Land anywhere in the said Township and/or the said Total Plots and the Purchaser has given his absolute consent thereto.

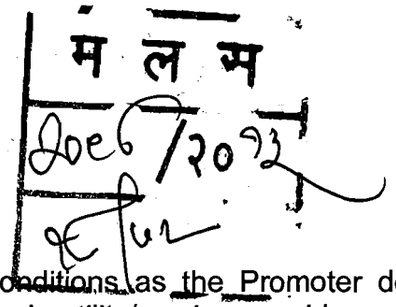
    The Confirming Party shall be entitled to add and amalgamate adjoining lands to the said Larger Land.

    The Purchaser has entered into these presents and has agreed to purchase the said Unit from the Promoters with full knowledge of the fact that the Confirming Party have acquired/proposes to acquire lands in the vicinity of the said Larger Land and the Confirming Party have reserved their right to amalgamate such lands with the said Larger Land and to develop the said Larger Land and such amalgamated lands as one Township, as also the Confirming Party and Promoter have reserved the right to revise the said layout and building plan/ or sub-divide the said Larger Land or any such amalgamated land, provided however that such changes shall not materially affect the internal plan and location of the Unit agreed to be sold hereby.

33. The Promoter shall always have a right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Purchaser as per prevailing laws, rules, regulations, notifications, by-laws etc.

34. In the event any portion of the said Land being required by any utility/ service provider for installing any electric sub-station/ transformer/ tower, gas bank machinery, plants, buildings etc., the Promoter shall be entitled to transfer such portion to the said utility/service provider or any other body for





such purpose on such terms and conditions as the Promoter deems fit and/or as per the requirement of such utility/service provider or as per applicable law/rules/regulations. The Purchaser or the condominium / association of apartment owners shall not be entitled to raise any objection in this regard.

35. The Promoter and Confirming Party shall be entitled to use, enjoy and enforce all the rights, liberties and privileges as per the said Township Regulations.

36. The Purchaser or himself with intention to bring all persons in to whosoever's hand the Unit may come, doth hereby covenants with the Promoter as follows:

a) To maintain the Unit at the Purchaser's own cost in good tenantable repair and condition from the date of possession of Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof.

b) Not to store in the Unit any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situate including entrances of the said building and in case any damage is caused to the building in which the Unit is situate or the Unit itself on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.

c) To carry out at his/her own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffering to be done anything in or to the building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority other public authority.

d) Not to demolish or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the building in which the Unit is situate and shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the Unit without the prior wrote permission of the Promoter and/or the Association of Apartment Owners.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance (if any) of the said Land and the building in which the Unit is situate or any part thereof or whereby any increase premium shall become payable in respect of the insurance.



f) It is expressly agreed between the Promoter and the Purchaser that the said Unit shall be utilized for residential purposes only and not for any other purposes whatsoever including the own profession of the Purchaser.

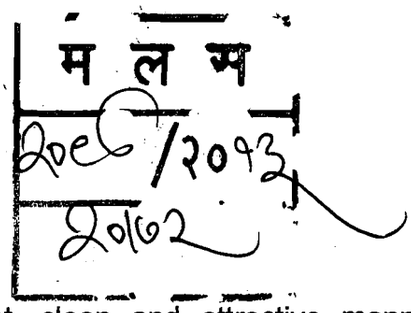
The Purchaser agrees not to change the user of the said Unit without prior consent in writing of the Promoter and any unauthorized change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement. It is clearly agreed and understood that all present or future owners, tenants/occupants, future tenants/occupants or any other person that might use the Unit in any manner, are subject to the provisions of this Agreement and that the mere acquisition or rental of the Unit or the mere act of occupancy thereof shall signify that the provisions of this Agreement are accepted and ratified. The Unit shall not be rented or given on leave and license or care-taker basis by the Purchaser for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the Unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations. However the Purchaser shall have the absolute right to lease the Unit or give it and leave and license or care-taker basis provided that said lease or leave and licence or care-taker basis is made subject to the covenants and restrictions contained in this Agreement and the Declaration and the Deed of Apartment by way of lease to be executed in pursuance hereof and further subject to the Bye-laws of the Condominium to be formed in pursuance hereof.

g) Not to affix sign boards or advertisements outside the said Unit or on any part of the said Building nor to affix any neon or other lights anywhere on the said Building. No signs of any kind shall be exhibited in any way on or about any Unit, the Building in which the Unit is located or any of the Common Facilities therein, no signs of any kind for any purposes, except legal public notices, shall be erected, posted, painted, or displayed on any Unit or the Building.

h) The attention of the Purchaser is drawn to the realization that all the proposed buildings are being constructed as a theme complex and has been designed to provide the purchasers with the ambience of a luxury resort.

The elevation of the said Building and the entire surroundings has been designed to create the atmosphere of the said theme. The said design is the outcome of meticulous planning of every detail and at a considerable cost. The arrangement of the features on the external faces of the said Building and the surrounding area is such that even a small variation of the same would cause disharmony. The Purchaser therefore specifically agrees and undertakes to maintain the said elevation strictly in accordance with the designs created by the Promoter's Architects and not to change or in any way do anything that affects directly or indirectly the elevation or colour scheme of the said Building and surrounding area. The Purchaser agrees not to fix grilles, split air-conditioning units or window units other than the places provided for the same. In the event that the Purchaser should commit a breach of this Clause, he/she shall be liable for the costs and consequence thereof and, in addition, the Promoter/Confirming Party and/or the Manager of the Condominium, shall be entitled to enter the said Unit or any part of the said Building and to carry out such work to restore the said elevation and/or colour scheme and to recover the cost of such work from the Purchaser. The necessity of maintaining the exterior of the Unit and





keeping Common Facilities in a neat, clean and attractive manner is important to the Township.

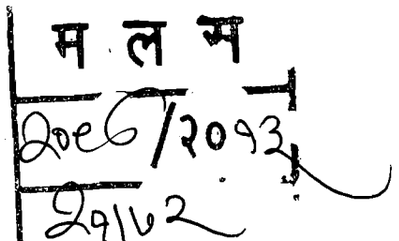
No unit owner shall be allowed to hand/keep clothes outside their unit for drying. Objectionable materials are not to be stored in the Unit. Unit owners shall maintain the interior of their unit including, in particular, the water, power, sewage, telephone utilities servicing the unit in good and tenantable repair and the owners of all units in any particular building shall jointly maintain the exterior of such building as also the Common Facilities therein, in a good state of repair and condition. The Promoter has final authority to request the unit owner and/or units owners jointly as the case may be, to repair and maintain the Unit and/or Building and to correct or remove any objectionable condition. The Promoter shall hand deliver, or send by first-class mail, any such complaint to the owner of the offending unit with a request to correct the problem. Such request shall contain (1) a description of the offense, (2) the time within which the owner must respond with either sufficient assurances that the problem will be immediately corrected or correct the problem, and (3) the estimated amount to be assessed to the unit owner if the Promoter is compelled to correct the problem. If problems are not corrected, or no adequate assurance is given within 10 days after the request is sent, the Promoter may have the necessary work done and assess and bill the unit owner for the costs. Such assessment shall be the personal obligation of the unit owner and shall be a lien against his/her unity. No antennas or other device for the transmission or reception of television or radio signals or any other form of electronic radiation shall be erected, used or maintained outdoors on any unit or protruding out of the unit or anywhere on the Building or elsewhere in the Common Facilities. No owner of any unit shall interfere with the established drainage pattern. No individual sewage disposal system shall be permitted in the Building.

i) The Promoter has made substantial efforts and spent substantial money by providing facilities to the said Building by installing various civil, mechanical and electrical items. It is imperative that the same is as far as possible maintained by the manufacturers and/or authorized service agents. As such the Purchaser undertakes to maintain the said equipment by giving the service, repair, maintenance contract as far as possible to the original manufacturer of the said equipment and/or to their authorized service agents.

j) If any balance and/or additional F.S.I./TDR/Fungible FSI or any other further benefits/development potential become available at any time the Promoter shall be solely entitled to such benefits and shall be entitled to demolish any structure (save and except the said Building unless with the consent of all the purchasers of units in the said Building) belonging to the Promoter and to reconstruct the same or to put additional construction on any such structure as may be allowed by the Sanctioning Authorities and to sell or otherwise deal with same and the Purchaser will not object to the same and will not be entitled to any benefits arising out of the same. If any such additional construction is sold by the Developer as a unit, the Purchaser thereof will be entitled to join the said Association of Apartment Owners and the Purchaser herein shall not object to the same.

k) The Purchaser shall observe and perform all rules and regulations of the proposed Condominium and the additions, alterations or amendments thereto that may be made from time to time for the protection and maintenance of the said Building and the units therein and for the observance and performance of the building rules, regulations and bye-laws





for the time being in force by the concerned local authority or the Government and/or any other public body or authority. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the proposed Condominium regarding the occupation and the use of the said units in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement;

l) The Purchaser shall not exempt himself/herself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his unit. Similarly each of the unit owners shall be irrevocably bound and liable to comply with and perform all the terms and conditions of the said Lease to be granted by the Promoter to the unit owners as aforesaid it being amply clear that the Promoter has agreed to dedicate the said Land under the provisions of the Maharashtra Apartment Ownership Act, 1970 as contemplated by this Agreement and to sell to the Purchaser the said Unit strictly on the clear understanding that the rights of the Purchaser in the said Land shall be governed strictly in accordance with the terms and conditions of this Agreement, the said Declaration and the said Deed of Apartment and Byelaws of the Condominium to be executed in pursuance hereof as aforesaid.

m) The Purchaser shall permit the Promoter and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Unit and the said Building or any part thereof to view and examine the state and condition thereof;

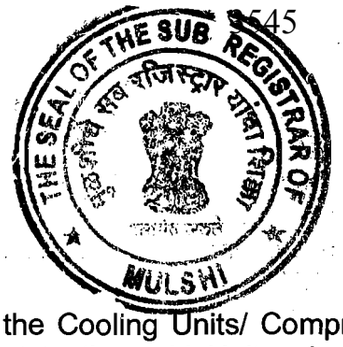
n) Easements and rights-of-way in the Unit of the Purchaser and in the Building in which the Unit is located and the said Land shall continue to be expressly reserved in the Promoter for the purpose of future construction of any structure at any time as well as for the creation, construction, and maintenance of utilities, such as gas, water, telephone, electricity, sewers, storm drains, TV cable, public, quasi-public or private, as well as for any public, quasi-public or private utility or function deemed necessary or expedient for public health, safety and welfare.

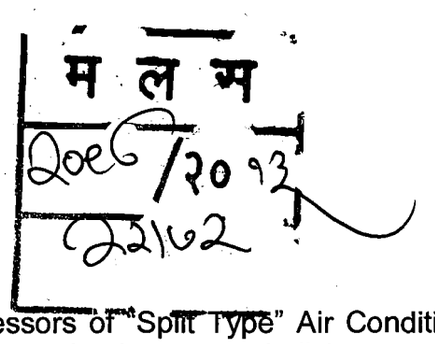
o) No animals, livestock or poultry of any kind other than traditional house pets shall be kept or maintained in any unit in the Building. Dogs and cats, or other traditional household pets may be kept in a unit, provided they are not kept, bred or maintained for commercial use or purposes. Household Pets are not allowed in any of the Common Facilities.

p) No noxious or offensive activities shall be carried in any unit nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

q) Not to throw dirt, rubbish, rags, garbage or other refuge or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the Unit is housed.

r) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser viz. user for any purposes other than the permissible residential purpose.





s) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed thereof by the Promoter.

t) Not to lay/ install over the exterior of the building in which the said Unit is housed or the Common Areas thereof such as staircases, landings and ducts thereof, any Electrical, Telecom Lines or Conduits except at such locations and places as may be prescribed thereof by the Promoter.

u) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae Projects remains outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof except at such locations and places as shall be reserved for installation of such Dish and other Antennae by the Promoter.

v) The Purchaser shall not let, transfer, assign or part with the Purchaser's interest or benefits under this Agreement or part with the possession of the Unit until all dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has procured the prior written permission of the Promoter for any such assignment or transfer.

w) The Purchaser shall observe and adhere to all the rules and regulations which the condominium formed of all purchasers/ allottees of Units in said Building may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the condominium regarding the occupation and use of the Unit and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.

x) Till the execution of Deeds of Apartment by way of Lease of the said Land is effected in favour of the purchasers of the units in the said Building in proportionate shares and even thereafter, the Purchaser shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and Building or any part thereof to view and examine the state and condition thereof.

y) The Purchaser hereby irrevocable consents to abide by all the terms and conditions, rules and regulations detailed herein as elsewhere in this Agreement (including the recitals) as well as the said Declaration, Deed of Apartment by way of Lease, Byelaws of the Condominium to be executed in pursuance hereof as aforesaid, and failure to observe and perform the said terms, conditions, rules and regulations shall constitute a breach of the terms of this Agreement subjecting the Purchaser to penalties and consequences. All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the Unit. The Purchaser by accepting a deed or contract to purchase the Unit accepts the same subject to these covenants, restrictions, reservations, and servitudes and further agrees for himself/herself, his/her heirs, successors and assigns to be bound by each such covenants, restrictions, reservations, easements and servitudes, jointly and severally.



Each and every one of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be independent and separate agreements. In the event any one or more of such agreements shall for any reason be held to be invalid or unenforceable, all remaining shall nevertheless remain in full force and effect. The Promoter shall have the right to enforce, by any means available, all covenants, restrictions, reservations and servitudes herein, now and hereafter adopted. Failure by the Promoter to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action brought by Promoter against any unit owner to enforce any term, condition or covenant herein contained, or for a declaration of rights with respect thereto, the prevailing party shall be entitled to recover in addition to costs, a reasonable sum fixed by the court as and for attorney's fees.

37. The Promoter shall comply with all the requirements of the office of the Collector, District Pune for sanction of a water connection of the requisite capacity for the said Housing Complex to be constructed on the said Land. However, the Purchaser herein has been made expressly aware by the Promoter that till such time as such water connection is procured and sufficient water becomes available for the said Housing Complex through such water connection, the requirement of water for the said Housing Complex shall be met from other sources, including purchase of water from Water Tanker Agencies and that a pro-rata share of the cost of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser.

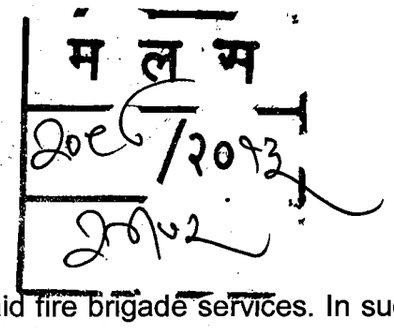
38. As the said Housing Complex is part of said Township It shall be the responsibility of the Confirming Party to supply water, power, fire brigade services to the said Township and to all the residents therein, at cost / usage fees / consumption charges as decided by the Confirming Party/ relevant authority from time to time, payable by the purchasers and/or the condominiums with the following terms and conditions.

i. The Confirming Party/Promoter shall arrange for the supply of treated water to the said Housing Complex and each Unit. The Confirming Party/Promoter shall provide independent water meter to the said Housing Complex and the condominium / association of apartment owners shall pay to the Confirming Party/Promoter for the same as per unit rates decided solely by the Confirming Party/Promoter. In case, for the reasons beyond its control, the Confirming Party/Promoter is unable to provide water and the Confirming Party/Promoter has to arrange other sources of water, then all the condominiums shall bear extra cost for such arrangement.

However the Confirming Party/Promoter shall not be responsible for short supply of water, for reasons beyond its control. In case of default of payment of water charges on part of the condominium / association of apartment owners to the Confirming Party/Promoter then the Confirming Party/Promoter shall be entitled to (a) discontinue the supply of water to the condominium / association of apartment owners as agreed hereunder and (b) to levy appropriate fines/ interests /penalties etc. on the condominium / association of apartment owners , until actual realization of the amount due from the condominium / association of apartment owners.

ii. The Confirming Party / Promoter may enter into an agreement with the Government of Maharashtra and other concerned authority for provision of fire brigade services. The Confirming Party /Promoter will bear one time





investment for infrastructure for the said fire brigade services. In such case the Purchaser or condominium / association of apartment owners , shall pay recurring expenses, in respect of the said fire brigade services and related facilities, directly to appropriate authority or to the Government of Maharashtra or to the Confirming Party /Promoter.

iii. The Confirming Party/Promoter shall arrange for the supply of electricity to the said Housing Complex. The Confirming Party/ Promoter shall provide separate electric meter to each unit holder and each unit holder shall directly pay to the Confirming Party/Promoter for the same as per unit rates decided solely by the Confirming Party/Promoter. In case, for the reasons beyond its control, the Confirming Party/Promoter is unable to provide the electricity and the Confirming Party/Promoter has to arrange other sources of electricity, then each of the said unit holders of the said Housing Complex shall bear extra cost for such arrangement. However the Confirming Party/Promoter shall not be responsible for short supply of electricity, for reasons beyond its control. In case of default of payment of electricity charges on part of the Purchaser to the Confirming Party/Promoter, the Confirming Party/Promoter shall be entitled to (a) discontinue the supply of electricity to the Purchaser and (b) to levy appropriate fines/interests/penalties etc. on the Purchaser until actual realization of the amount due.

iv) The Confirming Party/Promoter have proposed to construct a Club Premises that may, at the sole discretion of the Confirming Party/Promoter, have various amenities such as Swimming Pool, Gymnasium, Spa, Club house table tennis, carrom, library, food and beverage outlets, indoor games, outdoor kids play activities and other recreational facilities as the Confirming Party/Promoter may deem fit from time to time, in the Township. The Membership to the club house can be availed by the Purchaser herein along with the immediate family members without being charged any membership fees. Guests of the Purchaser will however be charged a guest fee. The Purchaser and his/her immediate family members will however have to pay a user fee for use of the swimming pool, gymnasium, table tennis, carrom, library, indoor games and outdoor kids play activities as well as any charges for food and beverages which shall be charged as per the fare chart. The Purchaser shall be required in addition to pay certain further user charges for using facilities like restaurant, laundry, transport etc. as may be levied by the Confirming Party/Promoter from time to time. The Confirming Party/Promoter may operate and maintain all the said Club Facilities on its own or, at its option, may entrust the operation and maintenance of any or all of the said Club Facilities to any outside agency as it may in its sole discretion deem fit. The free club membership to the club house are provided strictly for the use of the Purchaser and his/her immediate family members only. The Confirming Party/Promoter may also permit, at its sole discretion, a reasonable number of guests of the Purchaser against the payment of a guest fee as may be prescribed. The Confirming Party/Promoter shall be at liberty to permit any other person to use the said Club Facilities at the sole discretion of the Confirming Party/Promoter. The Confirming Party/Promoter shall frame rules and regulations for the use of the said Club Facilities and the Purchaser agrees and undertakes to abide by such rules and regulations. It is clearly agreed and understood that the said Club Facilities and the buildings on the said land on which the same stand shall at all times belong solely and exclusively to the Confirming Party/Promoter who shall be entitled to deal with and dispose of the same in any manner it may deem fit. The



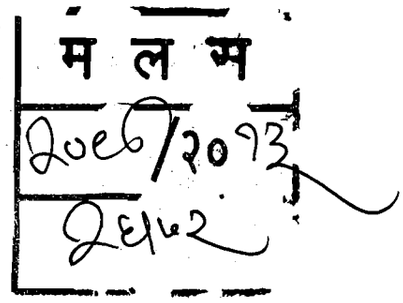
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Confirming Party/Promoter shall be at absolute liberty to alter and/or discontinue the said Club Facilities as it may deem fit from time to time. The Purchaser hereby clearly understands and agrees that the said Club Facilities including the said utilities belong exclusively and absolutely to the Confirming Party/Promoter and do not form part of the Common Facilities attached to the said Unit agreed to be purchased by the Purchaser. The Purchaser is only entitled, if permitted by the Confirming Party/Promoter to the use of the said Club Facilities on the terms and conditions detailed above and subject to the said rules and regulations to be framed from time to time.

39. The Purchaser agrees and undertakes on demand to do, execute or perform and deliver or cause to be done, things, documents, letters, writing and papers as may be reasonably required by the Promoter for further, better or more perfectly effectuating or preserving the mutual rights and interest of the Promoter or the Purchasers for securing the due fulfillment of the provisions thereof.

40. On completion of the said Building and on obtaining the occupation certificate the Promoter shall cause the Confirming Party to execute and register a Declaration dedicating the said Land forming part of the said Plot No. **R-29** under the provisions of the Maharashtra Apartment Ownership Act, 1970) as aforesaid. After all the entire said buildings to be constructed by the Promoter in the said Housing Complex are complete and ready and fit for occupation and only after all the units in the said Building that may be constructed have been sold and disposed off by the Promoter and the Promoter has received all dues payable to it under the terms of the agreements with various purchasers of the units the Promoter shall execute or cause to be executed a Deed of Apartment by way of lease in respect of a proportionate undivided share in the said Land and by way of sale in respect of the said Unit and an undivided proportionate share in the common amenities and spaces of the said Building, in favour of the Purchaser and after all the buildings in the said Total Plots have been completed in all respects, the Promoter shall form a Condominium and Association of Apartment Owners of the owners of the various units in the said Building including the Purchaser. Until the execution of the said Deed of Apartment by way of Lease as aforesaid, the possession of the said Land and the said Building shall be deemed to be of the Promoter. The Declaration, Deed of Apartment by way of Lease, bye-laws of the condominium and other documents shall be prepared by the Advocate of the Promoter and the same will be in consonance of the covenants and conditions and the rights retained and/or reserved by the Promoter and shall contain such terms and conditions as the said Advocate may deem fit and the Purchaser agrees and undertakes not to object to any of the said terms and conditions on any ground whatsoever, such objection, if any, shall ipso facto terminate this Agreement in favour of the Promoter. For the purpose of giving effect to the above, the said Declaration, Deed of Apartment by way of Lease to be executed shall inter alia contain such provisions and covenants, the burden of which shall run with the land and shall be binding upon all the persons who are or may become the holders of the said units and also contain a covenant by the Purchaser to indemnify and keep indemnified the Promoter and/or their nominee/s against all actions, cost, proceedings, claims and demands for the due performance and observance of such covenants. The said Declaration, Deed of Apartment by way of Lease formation of condominium etc. shall be at the sole cost and expense





of the Purchaser and the purchasers of the other units in the said Building. The Promoter shall not be liable to contribute anything to such costs.

41. The Promoter shall be entitled to grant lease or licence of any portion of the said land to any Government/Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L or to any Private Party or Party for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or license.

42. It is hereby clarified that the rights of Purchaser herein shall be restricted only to the said Unit hereby agreed to be purchased by him/ her and in the Common Areas and Facilities of the Building in which the said Unit is housed Under construction on the said Land and the Purchaser shall not have any claim, right, title or interest of any kind whatsoever on the remaining part of the said Plot No .**R-29** or the said Total Plots or the said Housing Complex or the said Larger Land of which the said Land forms a part.

43. The Purchaser shall at his/her own costs lodge this agreement for Registration with the concerned Sub-Registrar of Assurances, or Taluka Mulshi and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.

44. The Purchaser has agreed to purchase the said Unit with knowledge of the fact that the contents of all Brochures / Hoardings / Promotional Literature pertaining to "the Project" are only indicative in nature and the same should not be taken literally by the Purchaser herein. If any term/condition of the said brochure/ Hoarding/ promotional Literature is at variance from the terms of this Agreement, the terms of this Agreement shall prevail and be binding on the Parties hereto.

45. The Purchaser hereby declares that he/she has entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained.

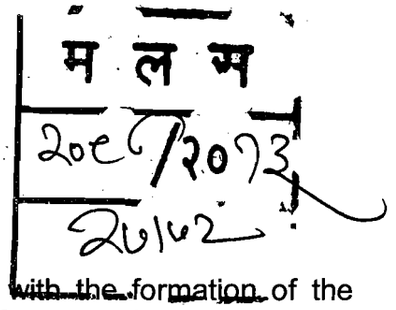
46. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non- compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter hereunder.

47. All letters, receipts, and/or notices issued by the Promoter dispatched under Certificate of Posting to the address of the Purchaser mentioned hereinabove will be sufficient proof of receipt of the same by the Purchaser and shall effectually discharge the Promoter. If there is any change in the said address of the Purchaser, the Purchaser shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser given hereinabove shall be treated/ deemed to have been received by the Purchaser.

48. This Agreement constitutes and is the repository of the entire agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations and representations in respect thereto.

49. The terms and conditions of this Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats, Act, 1963 and the Rules made there under.





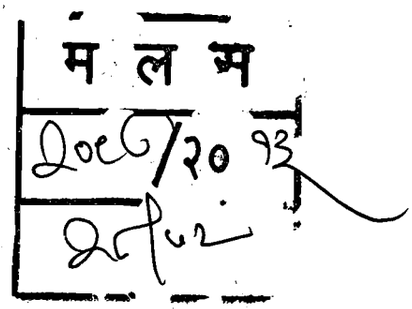
50. All costs, charges and expenses in connection with the formation of the proposed condominium as well as the costs of preparation, engrossing, stamping and registering this Agreement, the Deed of Declaration and the Deed of Apartment by way of lease and any other documents required to be executed and the stamp duty and registration charges and costs in respect of such documents, the costs of the Advocate in preparing and approving all such documents shall be borne by the proposed condominium or proportionately by the Purchaser and the purchasers of the other units in the said Building. All taxes, levies and duties, including, but not restricted to, V.A.T., service tax or any other such taxes, levies by whatsoever name or nomenclature, levied by the government or other concerned authorities in respect of the said Unit or arising out of this Agreement, from the date of execution hereof until the execution of the said Deed of Apartment by way of lease, shall all be borne and paid by the Purchaser alone and the Promoter shall not have any liability whatsoever in that behalf. The Promoter shall not contribute anything towards such expenses. The proportionate share of costs, charges and expenses payable by the Purchaser shall be paid immediately on demand to the Promoter. The Purchaser is aware of the provisions of the Bombay Stamp Act. If any Stamp Duty including further Stamp Duty or penalty is to be paid, the same shall be paid by the Purchaser.

51. It is hereby agreed by & between the parties hereto that the Courts in Pune and Bombay High Court alone shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by & between the parties hereto regarding performance of their respective obligations under the terms hereof.

52. The Purchaser has informed the Promoter that the Purchaser is an Investor and that the Purchaser has acquired the said Unit with intention to sell the same and hence the Purchaser reserves his/her right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchaser on these presents in terms of Article 5 (g-a)(ii) of Schedule I to the Bombay Stamp Act, 1958 in the event the Purchaser, with the prior written consent of the Promoter, assigns the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser within a period of One year.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.



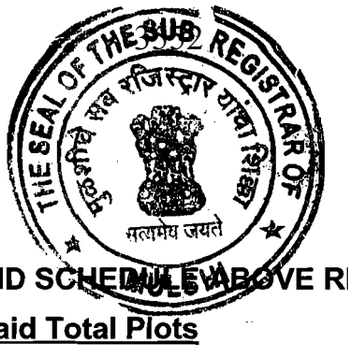


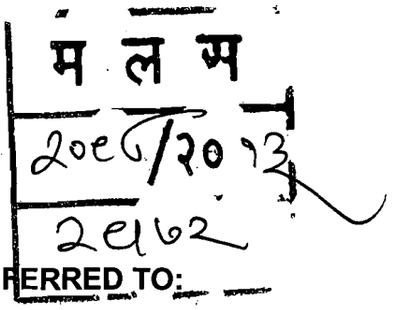
THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Larger Land)

The contiguous block of land admeasuring Hectares 58 = 43.35 Ares formed of all those pieces and parcels of lands admeasuring Hectares 01 = 70 Ares bearing Survey Number 38/2, Hectares 04 = 29 Ares out of the land admeasuring Hectares 04 = 29.5 Ares bearing Survey Number 38/3, Hectares 08 = 05.35 Ares out of the land admeasuring Hectares 08 = 07 Ares bearing Survey Number 39, Hectares 38 = 09 Ares out of the land admeasuring Hectares 60 = 62 Ares bearing Survey Number 56 and Hectares 06 = 30 Ares bearing Survey Numbers 57 situate, project known as "XRBIA HINJEWADI" lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and falling in the "Agricultural " Zone under the Regional Plan for Pune Metropolitan Region currently in force and the same is bounded as follows:

On or towards the East:	Survey No.56 (P)
On or towards the South:	Village boundary of Man.
On or towards the West:	Village boundary of Kasarsai & S.No.52 (P), S.No.38 (P), S.No.34 & S.No.31
On or towards the North:	S.No.58,36,3740 & 42.





THE SECOND SCHEDULE ABOVE REFERRED TO:

A] <u>Description of the said Total Plots</u>

I) The sub-divided Plot admeasuring **6625.88** Sqmtrs. bearing Number **R – 22** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

II) The sub-divided Plot admeasuring **7117.29** sq meters bearing Number **R – 23** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

III) The sub-divided Plot admeasuring **10872.70** sq meters bearing Number **R – 24** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

IV) The sub-divided Plot admeasuring **14007.50** sq meters bearing Number **R – 25** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

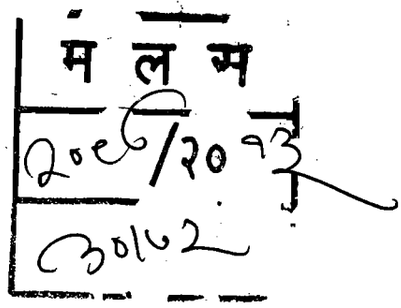
V) The sub-divided Plot admeasuring **11182.40** sq meters bearing Number **R – 26** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VI) The sub-divided Plot admeasuring **13479.10** sq meters bearing Number **R – 27** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VII) The sub-divided Plot admeasuring **6600.94** sq meters bearing Number **R – 28** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VIII) The sub-divided Plot admeasuring **38123.43** sq meters bearing Number **R – 29** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.





B] Description of the said Land

A portion admeasuring **735.25** sq. mtrs. out of the sub-divided Plot admeasuring **38123.43** sq meters bearing Number **R-29** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

C] Description of the said Unit

The Residential Flat admeasuring **38.55** sq. mtrs. (equivalent to **415** sq. ft.) carpet area inclusive of the areas of balconies to the said Flat bearing No.**708** to be situated on the **SEVENTH FLOOR** of Building **"A2"** of the said Complex under construction on the said Land.



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THE THIRD SCHEDULE ABOVE REFERRED TO:

(Schedule of Payments)

a) A sum of Rs. **360,000.00/-** (**Rupees Three Lakh(s) Sixty Thousand Only**) on the execution hereof as Earnest Money being about 20% of the purchase price inclusive of VAT and Service tax;

Details of Amount Received:

Booking Amount	Rs. **333,014.84/-**	**(Rupees Three Lakh(s) Thirty Three Thousand Fourteen And Paise Eighty Four Only)**
VAT	Rs. **16,695.00/-**	**(Rupees Sixteen Thousand Six Hundred Ninety Five Only)**
Service Tax	Rs. **10,290.16/-**	**(Rupees Ten Thousand Two Hundred Ninety And Paise Sixteen Only)**

b) A further sum of Rs. **334,785.16/- (Rupees Three Lakh(s) Thirty Four Thousand Seven Hundred Eighty Five And Paise Sixteen Only)** being about 20% of the purchase price plus service tax, on commencement of the plinth work of the said Building.

c) A further sum of Rs. **166,950.00/- (Rupees One Lakh(s) Sixty Six Thousand Nine Hundred Fifty Only)** being about 10% of the purchase price plus service tax, on commencement of the First Slab work of the said Building.

d) A further sum of Rs. **166,950.00/- (Rupees One Lakh(s) Sixty Six Thousand Nine Hundred Fifty Only)** being about 10% of the purchase price plus service tax, on commencement of the Third Slab work of the said Building.

e) A further sum of Rs. **166,950.00/- (Rupees One Lakh(s) Sixty Six Thousand Nine Hundred Fifty Only)** being about 10% of the purchase price plus service tax, on commencement of the Fifth Slab work of the said Building.

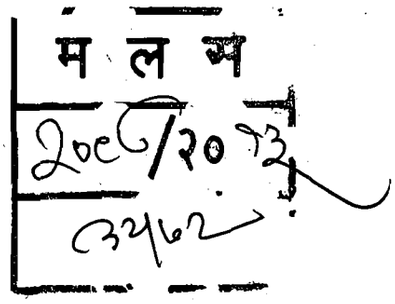
f) A further sum of Rs. **166,950.00/- (Rupees One Lakh(s) Sixty Six Thousand Nine Hundred Fifty Only)** being about 10% of the purchase price plus service tax, on commencement of the Seventh Slab work of the said Building.

g) A further sum of Rs. **166,950.00/- (Rupees One Lakh(s) Sixty Six Thousand Nine Hundred Fifty Only)** being about 10% of the purchase price plus service tax, on completion of the entire superstructure (i.e. columns and slabs only) of the said Building.

h) A further sum of Rs. **100,170.00/- (Rupees One Lakh(s) One Hundred Seventy Only)** being about 6% of the purchase price plus service tax, on commencement of the flooring work of the said Unit.

i) The balance sum of Rs. **66,780.00/- (Rupees Sixty Six Thousand Seven Hundred Eighty Only)** being about 4% of the purchase price or balance amount payable towards agreed purchase price plus service tax, on receipt of the occupation certificate of the Building and on the Promoter offering to the Purchaser vacant possession of the said Unit.





THE FOURTH SCHEDULE ABOVE REFERRED TO:

(AMENITIES & SPECIFICATIONS)

SPECIFICATIONS

Structure Pinth:

- Seismic Zone III Compliant Structure
- Rcc Framed Structure
- Rcc Load Bearing Walls

Lifts

- Kone Or Equivalent (Speed Of @1mps, Low Maintenance)

Painting/Polishing

- Interior – Primer Finish
- Exterior – Texture Paint
- Enamel Paint For Ms Grill

Flooring

- Hall/Bedroom/Kitchen – Vitrified Tiles
- Bath/WC/Balcony – Anti-Skid Ceramic Tiles
- All Floor Lobbies Including Stilt Lift Lobby – Matt Finish / Glossy Ceramic Tiles

Kitchen

- Granite Kitchen Platform With Ss Sink And Tap
- Ceramic Tile Cladding (2ft Height Above Kitchen Platform)

Bathroom/Toilets

- Bathroom Ceramic Tiles Dado Upto 7ft Height
- High Quality Wash Basin
- Water Efficient 6x3 Litre Dual Flash Ewc In Toile

Main Door

- Specially Designed Doors With Flush Door Shutters And Good Quality Door Fittings

Other Doors

- Bathroom And Toilet Doors – Water Proof Doors
- Windows/Ventilators
- Powder Coated Aluminum Windows
- Large French Sliding Door Between Hall And Balcony

Electrical

- Points For Water Filter, Exhaust Fan And Refrigerator In Kitchen
- Exhaust Fan Point In WC / Bathroom
- One TV Point In The Living Room
- Concealed Copper Wiring
- Elegant Designer Modular Electrical Switches
- For Safely, One Earth Leakage Circuit Breaker (Elcb) In Every Apartment
- One Miniature Circuit Breaker (Mcb) For Each Circuit At The Main Distribution Box In Every Apartment

External Project Amenities

- Primary Health Centre
- 24x7 Security
- Local Shopping Complex
- Atm/Cash Point
- Power Back-Up For Common Areas And Lifts
- Community Centre
- Festival Plaza
- Landscaped Gardens With Walking Area
- Club House
- School



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२०८/२०१३
३३६२

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities.
2. Wages of Watchmen, Sweepers etc.
3. Premium and other costs for effecting Insurance of common facilities/ installations.
4. Revenue Assessment.
5. All other taxes, levies, charges and cesses.
6. Electricity and water charges.
7. Expenses of and incidental to the management and maintenance of the said Housing Complex known as "Xrbia Hinjewadi".

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THE DAY AND YEAR HEREINABOVE WRITTEN;

SIGNED, SEALED AND AGREED by the withinnamed "Promoter"

Photo	Name	Sign	Thumb
	**XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED** **THE COMMON SEAL** of the Within-named Promoter XRBIA HINJEWADI DEVELOPERS PVT. LTD. Has been hereunto affixed pursuant to a Resolution passed at the meeting of Its Board of Directors held on 29th September, 2012 By Mr. DILIP KHAPRE, its Authorized Signatory In the presence of:		

SIGNED, SEALED AND CONFIRMED by the withinnamed "Confirming Party"

Photo	Name	Sign	Thumb
	**XRBIA DEVELOPERS LIMITED** By the hand of its duly Constituted Attorney **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED** **THE COMMON SEAL** of the Within-named Promoter XRBIA HINJEWADI DEVELOPERS PVT. LTD. Has been hereunto affixed pursuant to a Resolution passed at the meeting of Its Board of Directors held on 29.09.2012 By Mr. DILIP KHAPRE, its Authorized Signatory In the presence of:		

SIGNED AND AGREED by the within named "**Purchasers/s**"

Photo	Name	Sign	Thumb
	**MR. GITESH PADMAKAR JOSHI**		

In the Presence of .....

Name& Address	Sign	Thumb
Witness .....1 Name: Ashwin Dave Address: 311/A Rasta Peth, Pune - 411011 Witness.....2 Name: Vivek Kulkarni Address: Bavdhan, Pune - 411021		

THE SEAL OF THE SUB REGISTRAR OF ... सत्यमेव जयते RECEIPT MULSHI

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20/6/2012
34/62

RECEIVED of and from the within named Purchaser **Mr. Gitesh Padmakar Joshi** the sum of Rs. **360,000.00/-** (**Rupees Three Lakh(s) Sixty Thousand Only**) as per details below, being the earnest money mentioned herein above on or before the execution hereof.

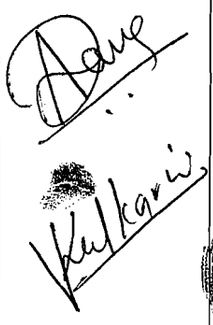
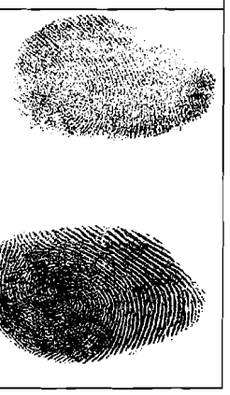
Mode of Payment	Bank Mode Ref. Date	Amount	Bank Ref. No.	Bank Name
Cheque	**06-Aug-12**	**Rs. 200,000.00**	**929761**	**ICICI Bank**
Cheque	**21-Aug-12**	**Rs. 160,000.00**	**929762**	**ICICI Bank**

WE SAY RECEIVED

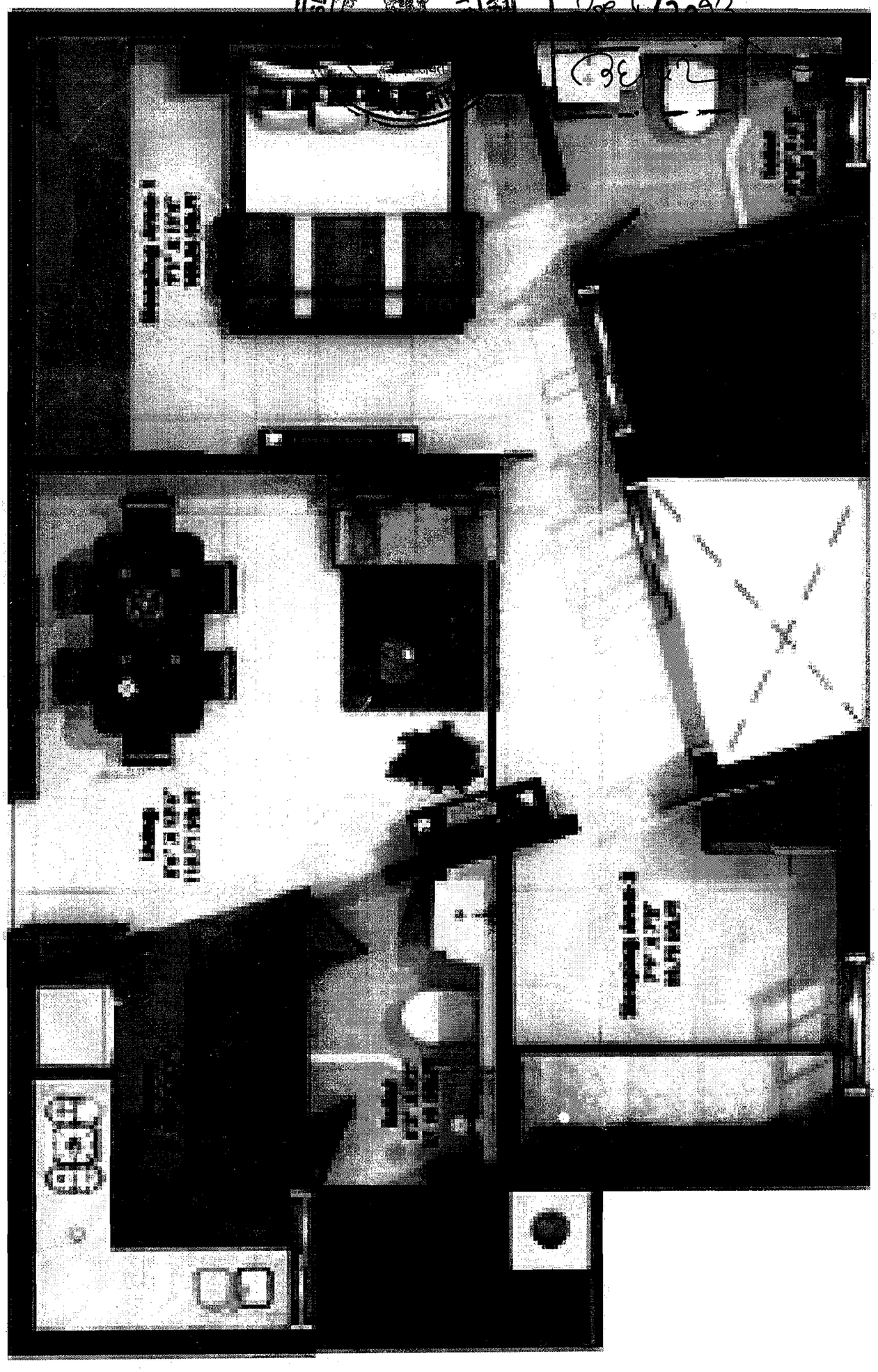
For XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED

Details Verified by
(SMITA M. LOBO)

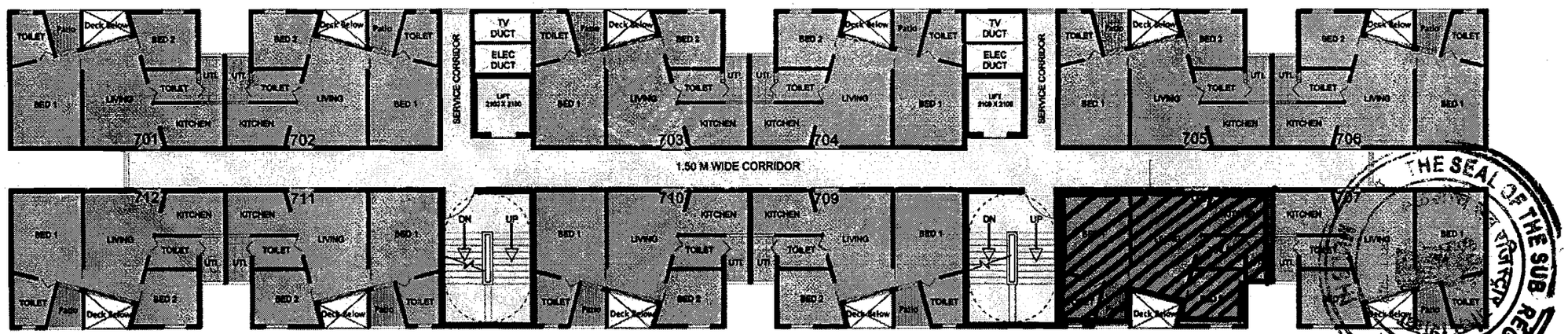
Payment Verified by
(MANISHA S. MANTRI)

Name& Address	Sign	Thumb
Witness .....1 Name: Ashwin Dave Address: 311/A Rasta Peth, Pune - 411011 Witness.....2 Name: Vivek Kulkarni Address: Bavdhan, Pune - 411021		

SEAL OF THE SUB REGISTRAR
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2 BHK
FURNITURE PLAN DWG



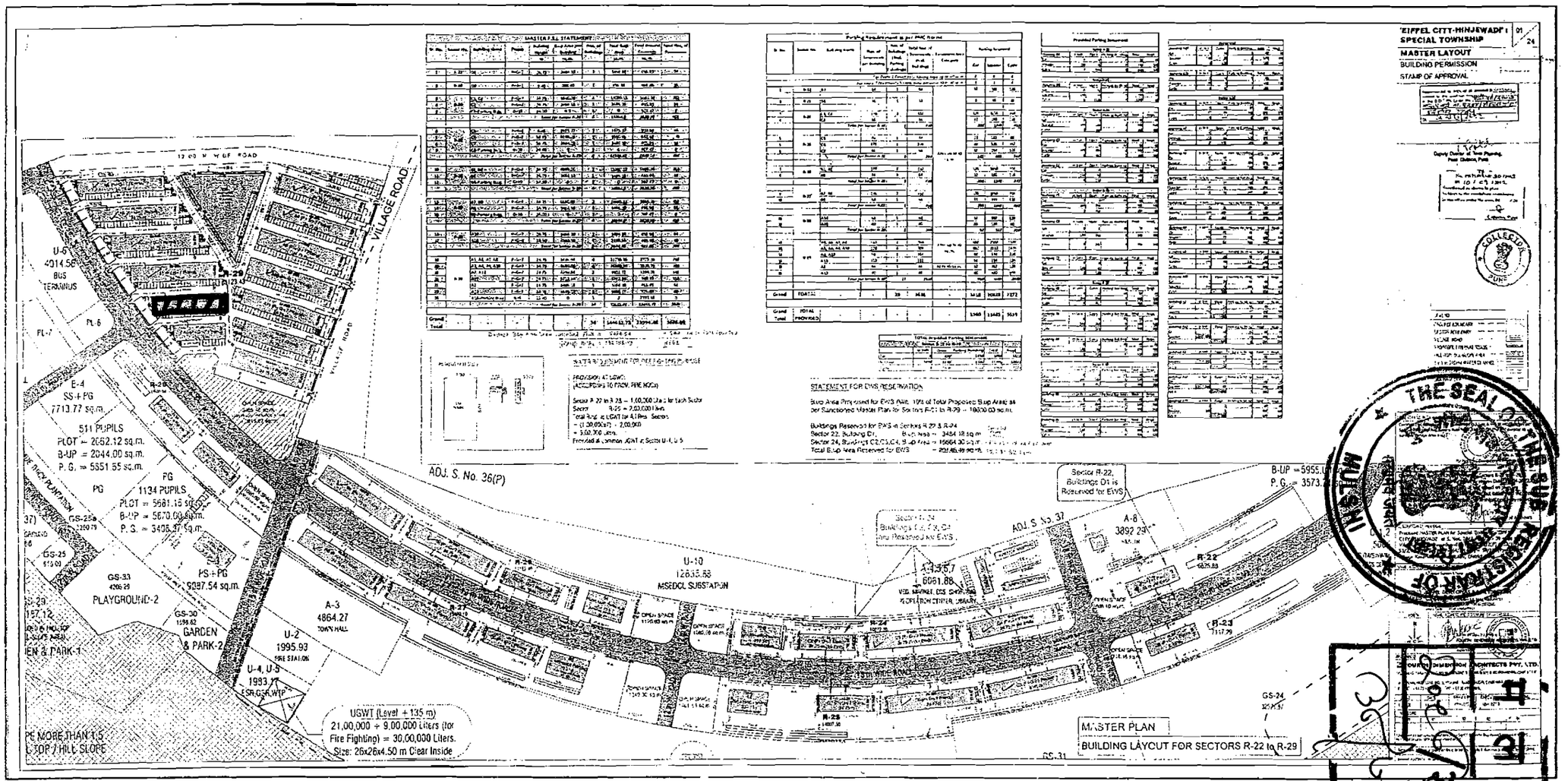
TYPICAL FLOOR PLAN - 7

2 BHK BLOCK TYPE 1-A-2

Architect Hafeez Contractor

THE SEAL OF THE SUB REGISTRAR OF

3560


'EIFFEL CITY-HINJEWADI' SPECIAL TOWNSHIP
MASTER LAYOUT
BUILDING PERMISSION
STAMP OF APPROVAL
MASTER PLAN
BUILDING LAYCUT FOR SECTORS R-22 to R-29
ADJ. S. No. 36(P)
ADJ. S. No. 37
VILLAGE ROAD
U-1 4014.56 BUS TERMINUS
E-4 SS+PG 7713.77 sq.m.
511 PUPILS PLOT = 2662.12 sq.m. B-UP = 2044.00 sq.m. P. G. = 5851.85 sq.m.
1134 PUPILS PLOT = 5681.15 sq.m. B-UP = 5670.00 sq.m. P. G. = 3405.37 sq.m.
PS+PG 9087.54 sq.m.
PLAYGROUND-2
GARDEN & PARK-2
A-3 4864.27 TOWN HALL
U-2 1995.93 FIRE STATION
U-4, U-5 1993.7 STP, GSR, WTP
U-10 12635.68 MSEDCL SUBSTATION
A-1 3357 6081.88
A-8 3892.29
Sector R-22, Buildings D1 is Reserved for EWS
Sector R-24 Buildings C2,C3,C4 are Reserved for EWS
OPEN SPACE
R-22
R-23
R-24
R-25
R-27
GS-24
GS-31
UGWT (Level + 135 m) 21,00,000 + 9,00,000 Liters (for Fire Fighting) = 30,00,000 Liters. Size: 26x26x4.50 m Clear Inside
PE MORE THAN 1:5 TOP / HILL SLOPE
STATEMENT FOR EWS RESERVATION
COLLECTOR PUNE
THE SEAL OF THE SUB REGISTRAR OF MULSHI

THE SEAL OF THE SUB REGISTRAR मुळशी MULSHI

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३०/१२/२०१२
३५५२

मे. सह. जिल्हा निबंधक (वर्ग-१) व मुद्रांक जिल्हाधिकारी साहेब पुणे
(ग्रामीण)
अभिनिर्णय प्रकरण क्रमांक ४५२ /२०१२



एक्झर्बिया हिंजेवाडी डेव्हलपर्स, प्रा. लि.
पत्ता - १२१, मंत्री हाऊस, पहिला मजला,
एफ. सी. रोड, शिवाजीनगर,
पुणे- ४११ ००४.

विषय :- अभिनिर्णय प्रकरण क्रमांक ४५२/२०१२ निकाली काढणे बाबत..

महोदय,

अर्जदार यांनी विशेष नागरी प्रकल्पातील सदनिका धारकांचा करारनाम्यासाठी मुद्रांक शुल्कात सवलत मिळण्याकरिता आपल्या कार्यालयात अभिनिर्णय प्रकरण क्रमांक ४५२/१२ ,दि. १८/१०/२०१२ रोजी पावती क्रमांक ०११६६२८ अन्वये दाखल केलेले आहे.

त्याअन्वये महाराष्ट्र शासन राजपत्र दि. १७/०१/२००८ अन्वये अधिसूचित केलेल्या विशेष नागरी प्रकल्पातील सदनिका धारकांना सदनिका खरेदी करताना मुंबई मुद्रांक शुल्क कायद्यामधील तरतूदीनुसार सवलत मिळाली असल्याने सदरचे दाखल केलेले अभिनिर्णय प्रकरण क्र. ४५२/१२ माघारी (withdrawal) घेण्यात येत आहे.

तरी मे. साहेबांना विनंती की,

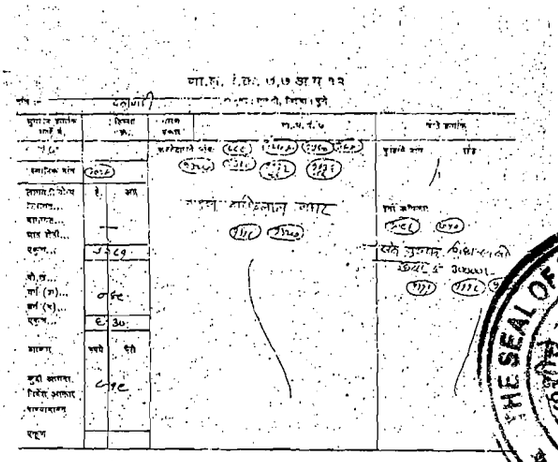
अ) अभिनिर्णय प्रकरण क्र. ४५२/१२ कोणत्याही प्रकारचा मुद्रांक शुल्काबाबत अभिनिर्णय न घेता निकाली काढण्यात यावे.

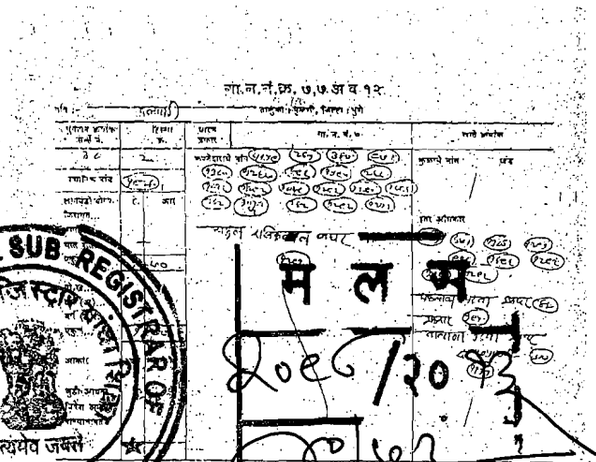
ब) अर्जदार यांनी अभिनिर्णय प्रकरण क्र. ४५२/१२ मध्ये दाखल केलेला दस्त व सोबत जोडलेल्या प्रती अर्जदार यांना परत देण्याचा आदेश पारीत करण्यात यावा.

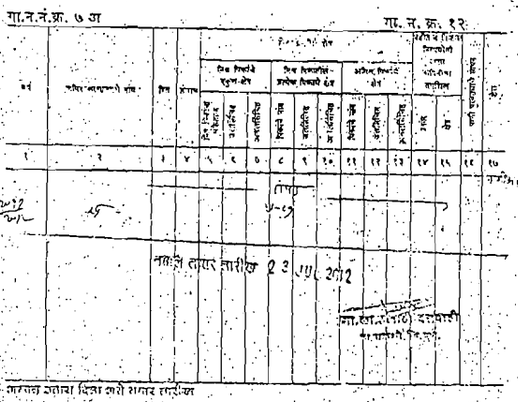
पुणे.
दि. ०४/१२/२०१२.

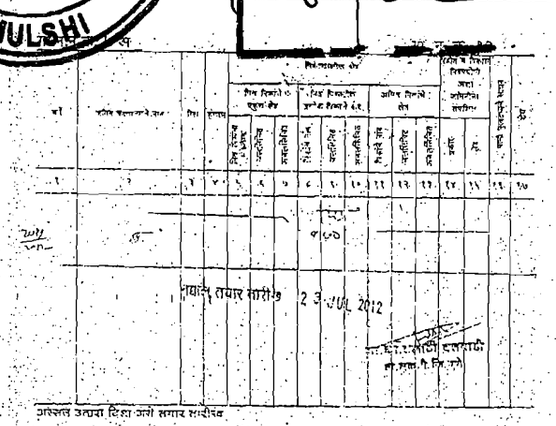
Clerk ४/१२/१२
Jt. District Registrar and
Collector of Stamps, Pune (Rural)

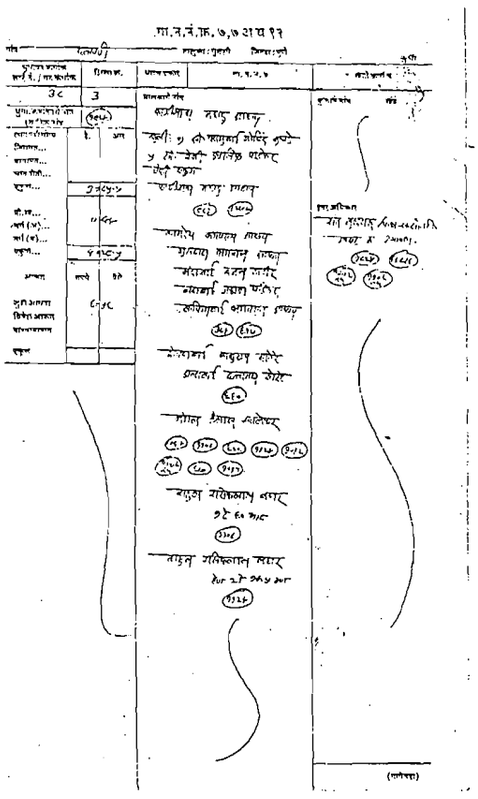
एक्झर्बिया हिंजेवाडी डेव्हलपर्स, प्रा. लि.
तर्फे अधिकृत स्वाक्षरीकर्ता
श्री. दिलीप रामकृष्ण खापरे

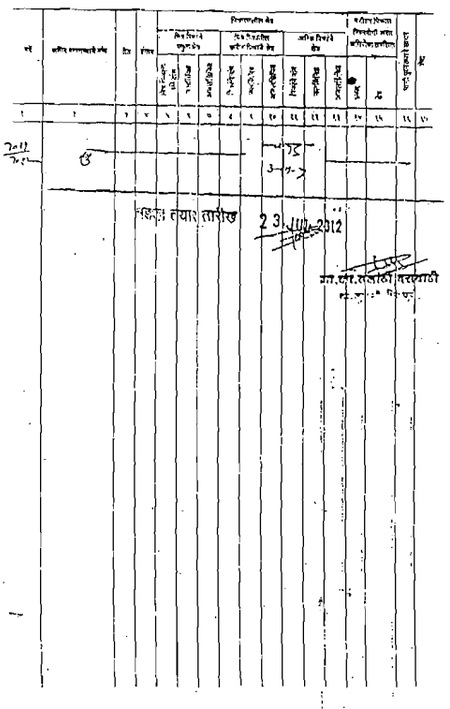












गा.न.नं.क्र. ७/७ अ व १२

गाव: दत्तवाडी तालुका: मुळशी जिल्हा: पुणे

भूमापन क्रमांक (पार्ट), / पट क्रमांक	हिस्सा क्र.	धारण प्रकार	गा.न.नं.क्र. ७	इतर अधिकार
५६		भोगवटादार वर्ग:	कुळाचे नांव: शेरा	
पुनः क्रमांकाचे शेरा स्थानिक शेरा			इतर अधिकार	
लागवडी योग्य	हे. आर			
जिरायत...				
बागायत...				
भात पोटी...				
एकूण...				
पो.ख...	६०-६२			
वर्ग (अ)...				
वर्ग (ब)...				
एकूण...	६०-६२			
आकार	रुपये पैसे			
जुडी आकार	— —			
विशेष आकार				
पाटबंधारे आकार				
एकूण				

नकाल तयार तारीख 23 JUL 2022

गा.का.तलाठी दत्तवाडी
ता.मुळशी जि.पुणे.

THE SEAL OF THE SUB REGISTRAR OF MULSHI

मंजूर

२०८/२०२३

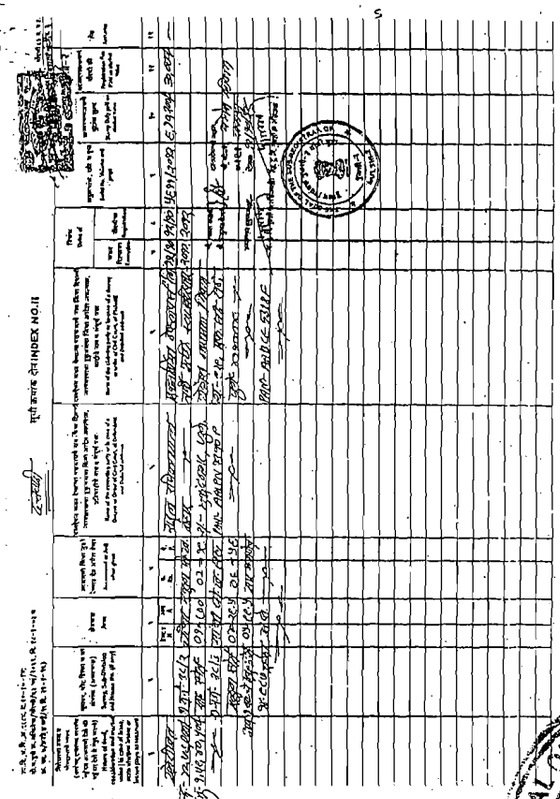
गा.न.नं.क्र. ७/७ अ व १२

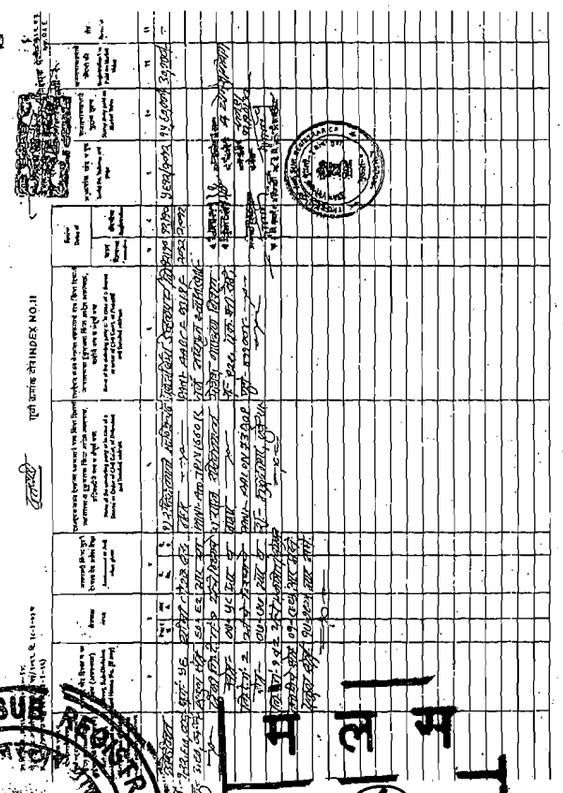
गाव: दत्तवाडी तालुका: मुळशी जिल्हा: पुणे

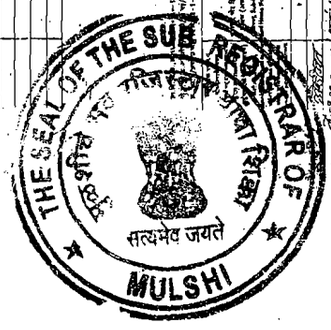
भूमापन क्रमांक (पार्ट), / पट क्रमांक	हिस्सा क्र.	धारण प्रकार	गा.न.नं.क्र. ७	इतर अधिकार
८८		भोगवटादार वर्ग:	कुळाचे नांव: शेरा	
पुनः क्रमांकाचे शेरा स्थानिक शेरा			इतर अधिकार	
लागवडी योग्य	हे. आर			
जिरायत...				
बागायत...				
भात पोटी...				
एकूण...	६-५५			
पो.ख...	१-२२			
वर्ग (अ)...				
वर्ग (ब)...				
एकूण...	८-२८			
आकार	रुपये पैसे			
जुडी आकार	७-७५			
विशेष आकार				
पाटबंधारे आकार				
एकूण				

नकाल तयार तारीख 23 JUL 2022

गा.का.तलाठी दत्तवाडी
ता.मुळशी जि.पुणे.

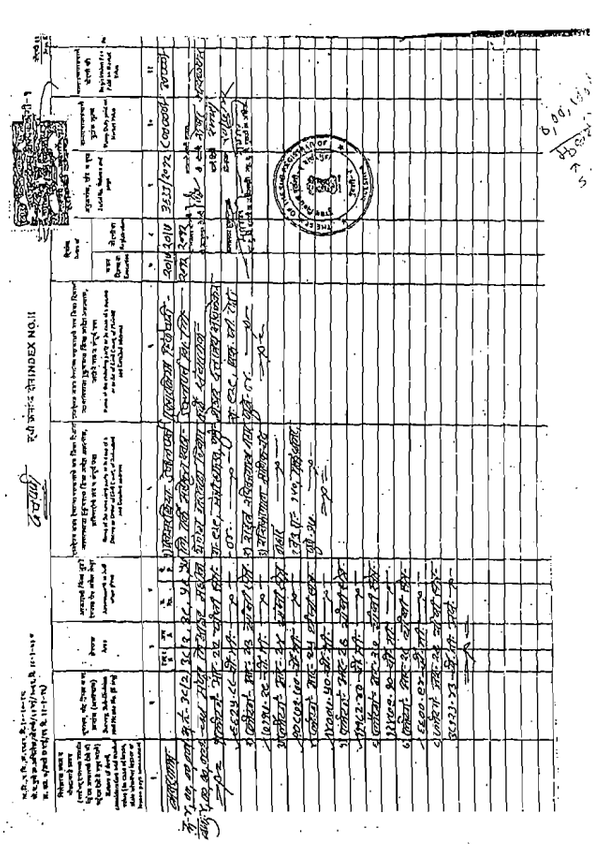






म ल म

२०८/२०१२



दाखले : १) मे.आयफेल डेव्हलपर्स व रिटेल लि सर्फे श्री.किरण ए. भालेराव यांचा दि.१९/०८/२०१२ चा रोजीचा अर्ज.

२)शासनाच्या नगर विकास विभागाकडील अधिसूचना क्र.टिपीएस/१८०४/पुणे/ प्रा.यो. वि.वि.नि/नवि-१३ दि.१६/११/२००५.

३) शासन निर्णय क्र.टीपीएस-१८०७/१५८८/प्र.क्र.८५३/०७/नवि/१३ दि.२५.११.२०१२ चे शुध्दीपत्रक.

४) संचालक नगररचना, पुणे विभाग, पुणे यांचेकडील जा.क्र.प्रा.यो. पुणे /विशेष नगर/ मौ.दत्तवाडी/आयफेल सिटी-हिंजवडी टाऊनशिप /बृहत आराखडा (प्र.सु)/उसंपुसि/४२ दि.०७/०१/२०१२.

५) जिल्हाधिकारी कार्यालय पुणे महसूल शाखा यांचेकडील आदेश क्र. एमआर/एनए/एसआर/ ३५५/२००८ पुणे दिनांक ०७/०९/२०१०.

जिल्हाधिकारी कार्यालय पुणे
महसूल शाखा
क्र.एमआर/टीएस/एसआर/०१ /२०१२
पुणे दि.३१/ ३ /२०१२

जिल्हाधिकारी पुणे

विषय:- मौजे-दत्तवाडी व कासारसाई ता-मुळशी जि-पुणे येथील विशेष नगर विकसित करणेसाठी शासन मंजूर प्राप्त दिनांक १६/११/२००५ च्या विनियमातील नियम क्र.७ सी खालील गर्ल आयफेल सिटी टाऊनशिपचे रेखांकन (बृहत आराखडा) मंजूरीच्या प्रस्तावाबाबत (प्रथम सुधारीत).
(आयफेल डेव्हलपर्स अँड रियल्टर्स लि.पुणे योचा प्रकल्प)

आदेश

शासनाचे नगर विकास विभागाकडील अधिसूचना क्र.टिपीएस/१८०४/पुणे/प्रा.यो.वि.वि.नि/नवि-१३ दि.१६/११/२००५ अन्वये पुणे जिल्हयासाठी विशेष नगर वसाहत प्रकल्पाबाबतचे शासन प्रसिध्द करणेत आलेले आहे. त्यानुसार शासनाच्या नगर विकास विभागाकडील अधिसूचना क्र. क्र.टिपीएस/१८०७/ १९/सीआर-१५८३/ २००७/नवि-१३, दिनांक ०८/०७/२००८ नुसार व शुध्दीपत्रक दिनांक २७/०४/२००९ अन्वये मे.आयफेल डेव्हलपर्स अँड रियल्टर्स लि.पुणे यांनी मौजे दत्तवाडी येथील स.नं.३६,३८/२, ३८/३, ३९, ५६, ५७ व मौजे-कासारसाई येथील स.क्र.५२/१/१, ५३/१, ५३/३/१, ५४/१, ५४/२/१अ, ५४/३/२, ५४/२ या मिळकतीमधील एकूण क्षेत्र ८१ हेक्टर २० आर क्षेत्र विशेष नगर क्षेत्र म्हणून महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम, १९६६ चे कलम १८ (३) अन्वये घोषित केलेले आहे. त्यास शासनाचे दिनांक ०८/०६/२००९ च पत्र क्र.टिपीएस/१९/प्र.क्र.७५३/०७/नवि-१३ अन्वये कार्यनीष्या नाये स्थान निश्चिती प्रमाणपत्र यापूर्वीच प्राप्त झालेले आहे. कर्जदार यांनी दाखल नगर भिळकतीवरील स्पेशल टाऊनशिप प्रकल्पाचा प्रथम सुधारित बृहत आराखडा (Master Plan) मंजूर करणेबाबत विनंती केली आहे. या कार्यालयाकडील आदेश क्र. एमआर/एनए/एसआर/ ३५५/२००८ पुणे दिनांक ०७/०९/२०१० अन्वये यापूर्वी मंजूरी देणेत आलेली आहे.

प्रस्तुत प्रकल्पास केंद्रिय पर्यावरण व वन मंत्रालयाकडील पत्र क्र.२१-१५३/२००६/आयए-तीन, दिनांक २७/१२/२००६ अन्वये पर्यावरणाबाबत ना हरकत दिलेले आहे. तसेच महाराष्ट्र प्रदुषण नियंत्रण

Town Dip Order

मंडळ, महाराष्ट्र राज्य यांचेकडील पत्र क्र.बी.ओ/आरओ(पीअेण्डपी)/३६४, दिनांक १०/०४/२००६ अन्वये अटी व शर्तींस अधित राहून मान्यता दिलेली आहे. त्याग प्रमाणे उपविभागीय अभियंता, खडकवासला पाटबंधारे विभाग क्र.२, पुणे यांचेकडील पत्र क्र.खडक-२/वि वि/३१७२/२००९, दिनांक ११/११/२००९ अन्वये व मुख्य अभियंता, जलसंपदा विभाग, पुणे यांचेकडील पत्र क्र.कजा.क्र./क/अ२/पुरक्षे/७३६१/६५६७, दिनांक ३०/०९/२००६ नुसार वार्षिक ०.२००७५६.घ.मी. इतका पाणीकोटा मंजूर केलेला आहे. व २४,००,००० लिटर प्रतीदिन पाणीसतरा बाबत हमीपत्र सादर केलेला आहे.

उपरसंचालक नगररचना, पुणे विभाग, पुणे यांचेकडील जा.क्र.प्रा.यो. पुणे /विशेष नगर/ मौ.दत्तवाडी / आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/४२ दि.०७/०१/२०१२ अन्वये विकास नियंत्रण नियमावलीच्या नियम १३ नुसार रक्कम रु.१३,०००/- एवढे छाननी शुल्काची आकारणी करणेबाबत शिफारस केलेली आहे. त्यानुसार अर्जदार यांनी दिनांक २८ मार्च, २०१२ रोजी पुणे कोषागार, पुणे येथे रक्कम रु.१३,०००/- शासन जमा करून चलन या कार्यालयाकडे सादर केलेले आहे.

उक्त प्रकल्पाच्या मुळ वृहत आराखाडातील मौजे कासारसाईच्या १०२०८.०० चौ.मी. क्षेत्रास आद्यापर्यंत केंद्रशासनाच्या चे MOEF ना हरकत प्रमाणपत्र प्राप्त न झाल्याने उक्त क्षेत्र वगळून केवळ मौजे दत्तवाडी येथील ५८३४३३५.०० चौ.मी. क्षेत्राचा प्रथम सुधारित आराखडा अंतर्गत नियोजनात बदल करून विकासकांनी मंजूरीस्तव सादर केलेला आहे.

प्रस्तावित मुळ प्रस्तावामधील नकाशा क्र. ४/४ वृहत रेखांकन नकाशा (Master Plan) यांची प्राथमिक छाननी केली असता त्यामध्ये निदर्शनास आलेल्या प्राथमिक त्रुटींची पूर्तता करून वॅपनीने यांनी दि.०४/०९/२०११ रोजी प्राप्त स्वरुपात सुधारित नकाशे व वेळोवेळी आवश्यक असलेली कागदपत्रे उपसंचालक, नगररचना, पुणे विभाग, पुणे यांचे कार्यालास सादर केली आहेत. पुनश्च दि.१३/१२/२०११ रोजी वॅपनीकडून अंतिमतः प्राप्त प्रथम सुधारित नकाशांची सविस्तर छाननी केली असून त्यास या सुधारित वृहत रेखांकन नकाशाग्रमे दिस्त येणारे दर्शविलेल्या किरकोळ दुरुस्तीस अधित राहून तसेच घोषित/अधिसूगित क्षेत्रास लागू असलेल्या विनियमावलीतील अटी व शर्तीस अधित राहून शासनाकडील दि. १६/११/२००५ चे अधिसूचनेतील नियम क्र. ७ क्र. अन्वये प्रस्तावित जमीन वापर वृहत आराखडयार (प्रारुप सुधारित) (नकाशा क्र. ४/४) तात्पुरत्या स्वरुपात तत्वतः मंजूरीची शिफारस करण्येत आलेली आहे.

त्यानुसार उपरसंचालक नगररचना पुणे यांनी त्यांचेकडील पत्र क्र. जा.क्र.प्रा.यो. पुणे /विशेष नगर/ मौ.दत्तवाडी / आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/४२ दि.०७/०१/२०१२ अन्वये शासनाकडील दि.१६.११.२००५ चे अधिसूचनेतील नि[illegible] एफजीकरण नकाशास प्रथम सुधारित वृहत आराखडयात (Master Plan [illegible] स्वरुपात मंजूरीची शिफारस केलेली आहे. अर्जदार यांनी उपसंचालक, नगररचना, पुणे यांचेकडील पत्र पत्रातील निकासकांवर बंधनकारक करण्यात आलेल्या अटी व शर्ती बंधनकारक असल्याबाबत १००/- रुपयाच्या स्टॅम्पपेपरवर हमीपत्र दिलेले आहे.



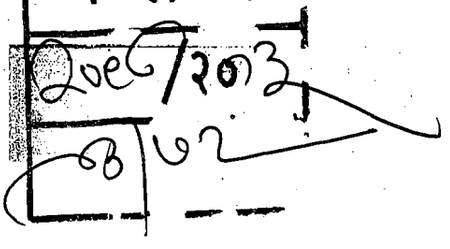
Town Dip Order

विशेष नगर वसाहतीच्या मंजूर विनियम नमीत ७(सी)(१) नुसार कंपनीने पायाभूत सेवा सुविधा विकास कारणेस रेणाऱ्या रकमेच्या बँक गॅरन्टी स्वरुपात रुपये १०,११,००,०००/-ची अर्जदार कंपनीकडून येणे आवश्यक होते .सदर बँकेचे अर्जदार कंपनीने स्वरुपात रुपये ५७,५०, ०००/-ओरियन्टल बँक ऑफ कॉमर्स शाखा पुणे दिनांक १९.५.२०१० व रुपये ४,१५,५०,८००/-स्वरुपाची ओरीएन्टल बँक ऑफ कॉमर्स शाखा पुणे यांचेकडील दि.१.९.२०१० रोजीची अशी एकूण स्वरुपात रुपये ५,१५,००,०००/-बँक गॅरन्टी अर्जदार कंपनीने यापूर्वी सादर केलेली आहे .उपरीत स्वरुप रु.५,१४,००,०००/- ची ओरियन्टल बँक ऑफ कॉमर्स या बँकेच्या पुणे कँम्प शाखेकील पत्र क्र.१०७४३९, दिनांक ०६/०३/२०१२ अन्वये एवढया स्वरुपाची बँक गॅरन्टी अर्जदार कंपनीने सादर केलेली आहे.अशारीतीने अर्जदार कंपनीने एकूण स्वरुप रुपये १०,११,००,०००/- ची बँक गॅरन्टी सादर केलेली आहे .

प्रस्तुत प्रकरणी शासनाकडील दिनांक १६/११/२००५ चे अधिसूचनेतील नियम ७ (क) अन्वये मला प्राप्त झालेल्या अधिकारानुसार जिल्हाधिकारी, पुणे यांना प्रदान करण्यात आलेल्या शक्तीनुसार मी जिल्हाधिकारी पुणे, विकास देशमुख, मौजे दत्तवाडी आणि कासारसाई ता. भु शी गेगोल जगीनीवर मे.आयफेल डेव्हलपर्स अॅन्ड रियल्टर्स लि.क. पुणे, यांनी प्रस्तावित केलेल्या आयफेल सिटी हिंजवडी या विशेष नगर वसाहत पर्ल आयफेल सिटी टाऊनशिप बाबतच्या बांधकाम पक्षाशत उपरं व्यवसाय नगररचना पुणे यांनी त्यांचेकडील पत्र क्र.जा.क्र.प्रा.यो. पुणे /विशेष नगर/ मौ.दत्तवाडी / आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/४२ दि.०७/०१/२०१२ यांनी केलेल्या शिफारशीतील अटी व शर्तीस अधिन राहुन व खाली नमुद अटी व शर्ती बंधनकारक तेकन मंजुरी देत आहे.

अटी व शर्ती:-

१) विषयांकीत प्रकरणी कंपनीने प्रस्तावित नगर वसाहत प्रकल्पाखालील जमिनी विकत घेतलेल्या आहेत. तर काही मालकांशी करार केलेला आहे आणि काही जमिनीचे विकसन हक्क तसेच तात्पुरत्या स्वरुपाचे आहे. कंपनीने दि.२७/२/२००८ रोजी शासनास सादर केलेल्या लोकेशनल प्लिअरन्स प्रस्तावाचे भी दत्तवाडी व कासारसाई येथील प्रस्तावित प्रकल्पाखालील सुमारे ८१.२० हे जमिनीचे विकसन हक्क त्यांचेकडे प्राप्त असल्याचे कळविले आहे. असे शासनाकडील दि. ८/६/२००९ रोजीचे पत्रावलोकन दिसून येते. तसेच दि.०८/०७/२००८ रोजीच्या अधिसूचनेप्रमाणे तसेच प्रतिज्ञापत्र कंपनीच्या सादर केलेले असल्याचे नमुद आहे. विषयांकीत प्रकरणी मौजणी खात्याकडून अर्जदार कंपनीच्या विकसन करारपत्रानुसार/संमती पत्रानुसार ताब्यातील जागेच्या हद्दी त्या जागांचे सर्व्हे नंबर, हिस्से नंबर नमूद करून शासन अधिसूचनेप्रमाणे प्रभाणित करणेत आलेल्या आहेत या अधिकृत मोजणी नकशानुसारची करून शासन अधिसूचनेप्रमाणे प्रमाणित करणेत आलेल्या आहेत. या अधिकृत मोजणी नकाशानुसारची (मौ. दत्तवाडी मोर नं. १६६/१०, १६७/१०, १६८/१० मोजणी दि. १६/२/२०१० व मौ. कासारसाई गौर नं. १६९/१० ते १७४/१० दि. १६/२/२०१० पावेतो) प्रकल्प क्षेत्राची हद्द आधारभूत धरुन व त्यास अनुसरुन छाननी करुन सदरह शिफारस करणेत येत आहे. अर्जदार कंपनीने त्यांचे ताब्यात असलेल्या जमिनीचे क्षेत्र ८९.६८३४ हेक्टर एवढे नमूद केले आहे. कंपनीने अधिसूचनेतील स. नं. ३१ पै. चे पुर्ण वृहत आराखडयासाठी विचाराात घेतलेले नाही. [illegible]राखाग्रमध्ये सर्व्हे नुंबर निहाय दर्शविलेले क्षेत्र याआधारे एकत्रिकरणाचे क्षेत्र ९८.६४१५ हेक्टर इतके पुर्वी प्रस्तावित केले होते. आता उक्त क्षेत्रतुन मौ. कासारसाईचे १०.२०८ हे क्षेत्र



Town Dip Order

निगोजनातून वगळण्याचे कंपनीने प्रस्तावित केलेले आहे. तदनुसार उक्त प्रथम सुधारित वृहत आराखडयाचे अंतीमतः ५८.४३३५ हे इतके क्षेत्र प्रस्तापित केलेले आहे.

२) कंपनीकडे खरेदी खतदारे/करारदारे/ कुलमुखत्यारपत्रदारे प्राप्त झालेल्या संबंधीत सर्व्हे नंबर खालील क्षेत्राबाबत सर्व्हे नंबर निहाय कागदपत्रे, दस्तऐवज, इ. बाबींची खातरजमा संबंधित टाऊनशिपच्या नियमावलीतील नियम क्र.७ सी मध्ये नमूद केल्यानुसार महसूल विभागाने प्रथमतः करणे आवश्यक आहे. ही कार्यवाही आपल्या स्तरावर झाल्यानंतरच ५८.४३३५ हे क्षेत्राच्या प्रस्तुतच्या प्रथम सुधारित वृहत आराखडयास आपणाकडून अंतिम मंजूरी देणेत यावी. तसेच सदर प्रकल्प क्षेत्रात अंतर्भूत होत असलेल्या सर्व जमिनींच्या ७/१२ उताऱ्यावर पर्ल आयफेल सिटी टाऊनशिप म्हणून नोंद होणेची कार्यवाही करणे आवश्यक आहे.

३) मंजूरीची शिफारस केलेल्या प्रकल्प क्षेत्राच्या हद्दीच्या व क्षेत्राची मोजणी खात्याकडून प्रत्यक्ष जागेवर मोजणी होऊन त्याबाबत प्रमाणिकपः करुन घेणे आवश्यक राहील. अशा मोजणीअंती क्षारम व प्रमाणित केलेल्या हद्दी व क्षेत्रविषयक तपशिल नमूद आराखेला असा एकत्रिकरणाचा प्रमाणित मोजणी नकाशा कंपनीने जिल्हाधिकारी पुणे यांचेकडे व या कार्यालयास सादर करणे बंधनकारक राहील.

४) वरील मुद्दा क्र. ३ मध्ये नमूद केल्यानुसार एकत्रिकरण नकाशास आणि सदर नियोजीत प्रथम सुधारित वृहत आराखडयास आपणाकडून अंतिम मंजूरी मिळाल्यानंतर सदर वृहत आराखडयात दर्शविलेल्या सर्व भूखंडाची/रोव्हटरची प्रत्यक्ष जागेवर मोजणी व आखणी करुन त्यास मोजणी खात्याकडून प्रमाणिकरुन करुन घेणे आवश्यक राहील व त्यानुसार महसूल अभिलेखात नोंदी सुधारित करणे आवश्यक राहील. भार कोणत्याही परिस्थितीत रेखांकनामधील ५०% ग्रीन स्पेसची जागा (Green Space) सुविधा क्षेत्र, सार्वजनिक बागबगुंगांनेची प्रस्तावित क्षेत्र १०% खुली जागा इ. रेखांकन नकाशामध्ये (वृहत आराखडयामध्ये) नमुद असलेल्या क्षेत्रापेक्षा कमी होता नये. याची मोजणी करताना ही कायम करताना व अभिलेखात नोंद करताना योग्य ती खातरजरी मोजणी खात्याने व विकासक कंपनीने घेणे आवश्यक राहील.

५) विशेष नगर विकसित करणेबाबत शासन मंजूर दि. १६.११. ०५ चे विनियमाचे आधारे प्रस्ताव कंपनीने सादर केलेला असल्याने सादर विनियम व त्यामध्ये वेळोवेळी सुधारित करणेत येणाऱ्या सर्व नियमांचे, निर्देशांचे व सुचनांचे पालन करणे कंपनीवर बंधनकारक राहील.

६) शासनाच्या नगर विकास विभागाकडील शासन निर्णय क्र. टीपीएस-१८०५/९१/सीएनएन-७१२/ ०७/नवि-१३ दिनांक ८/७/२००८ व शुध्दीपत्रक दि. २७/४/२००९ अन्वये सदर प्रकल्पास अधिसुचित विशेष नगर वसाहत प्रकल्प म्हणून काही अटींसापेक्ष महाराष्ट्र प्रादेशीक नियोजन व नगर रचना अधिनियम १९६६ चे कलम १८(३) अन्वये मान्यता दिलेली आहे या शासन निर्णयामधील सर्व अटींची / शर्तींची तसेच लोकेशन क्लिअरन्स व लेटर ऑफ इंटेट मध्ये नमूद सर्व अटी / शर्तींची पूर्तता करणे कंपनीवर बंधनकारक आहे व राहील. त्याप्रमाणे प्राप्त परिस्थिती केंद्र शासनाच्या पर्यावरण व वन मंत्रालयाकडील (MOEF) दि. २७/८/२००८ रोजीचे नाहरकत प्रमाणपत्रातील अटी व शर्तींची पूर्तता करणे बंधनकारक राहील व याबाबत सर्वतोपी जबाबदारी कंपनीची राहील. मौजे कासारसाईच्या १०.२०८ हे क्षेत्रासाठी MOEF चा नाहकत दाखला प्राप्त करुन घेण्याची कार्यवाही कंपनीने करने बंधनकारक राहील. त्याशिवाय उक्त क्षेत्राचा सामावेश प्रवल्पात करता येणार नाही.

७) मोजणी खात्याकडून वरीलप्रमाणे मंजूरीच्या रेखांकनाबाबत खातरजमा करणेत आल्यानंतर जर त्यामध्ये जागेच्या / प्रस्तावित सेक्टरच्या / भूखंडाच्या हद्दीत बदल झाल्यास / आकडुन आल्यास मोजणी खाते प्रमाणित करेल त्या हद्दीनुसार / क्षेत्रानुसार वृहत आराखडयामध्ये योग्य ते बदल / सुधारणा करुन असे सुधारित नकाशे निरुहाधिकारी पुणे यांचेकडे पेर सादर करणे व त्यास तेथुन अंतिम सुधारित मंजूरी प्राप्त करुन घेतल्यानंतरच कंपनीस प्रकरणातील त्या त्या रेखकनाचे भूखंडामध्ये बांधकाम विकासाकरीता नकाशांना परवानगी मागता येईल. याबाबत स्पष्ट परत्यना

सदर प्रस्तावास मंजूरी प्रदान करताना आपल्या आदेशामध्ये कंपनीस देणे आवश्यक व अधिक योग्य राहील.

८) प्रकल्पांतर्गत रेमालिक्त जमिनीच्या मालकीबाबत, करारांबाबत, कुलमुखत्यार पत्राबाबत त्याप क्षेत्राबाबत हद्दीबाबत वहिवाट, संमतीपत्र इत्यादीबाबत भविष्यात काही वाद उत्पन्न झाल्यास त्यास संपूर्णतः कंपनी जबाबदार राहील. अशा प्रकारी सदर परवानगी, कंपनीस कोणतीही नुकसान भरपाई न देता अथवा पूर्वसूचना न देता रद्द करण्याचे संपूर्ण अधिकार जिल्हाधिकारी पुणे यांना राहतील.

९) वृहत आराखडयामध्ये ज्या वापरासाठी त्या क्षेत्राचा वापर करणे कंपनीवर बंधनकारक राहील. रहिवास विभागातील सेक्टर / क्लॉक मधील भूखंड सदर क्षेत्राच लागू विकास नियंत्रण नियमावलीनुसार अनुज्ञेय होणाऱ्या रहिवास वापरासाठीच वापरण्याचे आहेत. त्यासह सुविधा, अमेनीटी इत्यादी स्वरुपातील मिश्र वापर त्यामध्ये अनुज्ञेय राहतील. कारण विशेष नगर विनियम नियम क्र. ४अ नुसार योजना क्षेत्रात अनुज्ञेय Total Floor Area (F.S.I.) च्या ४०% किमान Floor Area (F.S.I.) हा फक्त निव्वळ निवासी कारणासाठी वापर करणे बंधनकारक आहे. प्रत्येक सेक्टर /क्लॉकचे / प्लॉटचे अंतर्गत सविस्तर रेखांकन/बांधकाम नकाशे विहित विकास नियंत्रण नियमावलीनुसार कंपनीने स्वतंत्रपणे तयार करुन ते तपास जिल्हाधिकारी पुणे यांचेकडुन मंजूर करुन घेणे कंपनीवर बंधनकारक राहील.

१०) जलसंपदा विभागाकडील दि. ३०/७/२००६ रोजीचे पत्र क्र. मुअ/आक-२/मुदका/७१६९/६५६७ च्या नाहरकत प्रमाणपत्रामधील अटींचे पालन करणे कंपनीवर बंधनकारक राहील तसेच उक्त नाहरकत प्रमाणपत्रासोबत प्राप्त करारान्यामधील सर्व अटी कंपनीवर बंधनकारक राहतील.

११) प्रस्तावित विशेष नगर वसाहतीच्या क्षेत्रातील टाऊनशिपच्या रेखांकनातील हरीवर प्रस्तावित यावरुन लगतच्या मिळकतधारकांना प्रवेश अनुज्ञेय राहील त्यास प्रतिबंध करता येणार नाही.

१२) भविष्यात प्रकल्प राबविताना उद्भविणाऱ्या कोणत्याही अडचणी अथवा प्रश्नांसाठी कंपनी सर्व सर्वतची जबाबदार राहील. या अडचणींचे निराकारण करुन देण्याची जबाबदारी अथवा बंधन शासनावर या कार्यालयावर व तसेच उप संचालक, नगर रचना, पुणे विभाग, पुणे यांचेवर असणार नाही.

१३) विशेष नगर वसाहतीच्या मंजूर विनियमामधील ७ (सी) (१) नुसार कंपनीने पायाभूत सेवासुविधा विकास करणेस येणाऱ्या खर्चाच्या १५% बँक गॅरंटी देणे बंधनकारक आहे या कार्यालयाने पत्र क्र. १५७९ दि. १२/७/२०१० अन्वये कळविल्या मार्गदर्शनानुसार प्रथम सुधारित वृहत आराखडयाचे क्षेत्र लक्षात घेता रु. ४४/- लक्ष प्रति एकर दराने एकुण ९.६४ कोटी रक्कमेची बँक गॅरंटी घेणे आवश्यक आहे. यापैकी ५.१५ कोटीची बँक गॅरंटी कंपनीने दिलेली असल्याचे त्यांनी सांगितले आहे. याबाबत खात्री करुन उर्वरित रु. ४.४१ कोटी रुपयांची बँक गॅरंटी व हमीपत्र वृहत आराखडयास मंजूरी प्रदान करणेपूर्वी घेणे आवश्यक होते. त्यानुसार ओरियन्टल बँक ऑफ कॉमर्स या बँकेच्या पुणे कँम्प शाखेकील पत्र क्र.१०७४३९, दिनांक ०६/०३/२०१२ अन्वये रु.५,१४,००,०००/- एवढया स्वरुपाची बँक गॅरंटी सादर केलेली आहे

१४) वृहत आराखडयास परवानगी देणेपूर्व जागेचे Title and ownership इतर हक्काबाबत नियम क्र. ७ री नुसार जिल्हाधिकारी पुणे यांचे स्तरावर मोहसूल विभागाने खातरजमा करणेची आहे. यानुषंगाने सदर प्रस्तावासोबत संदर्भीय पत्रान्वये या कार्यालयाकडे प्राप्त सर्व मालकीहक्क/विकसन करार हक्क / संमतीपत्र इ. विषयांची सर्व मुळ कागदपत्रे आपणाकडे परत पाठविणे येत आहेत.

१५) रेखांकन मंजूरीनुसार क्षेत्राकरीता सविस्तर प्रकल्प अहवाल तयार करणेची जबाबदारी कंपनीची व संबंधीत सल्लागार तसेच वास्तुविशारद व मुख्य आर्किटेक्ट टाऊन प्लॅनर यांची राहील. पुर्वपरवानगीशिवाय प्रकल्प क्षेत्रामध्ये कोणताही विकास अथवा बांधकाम कंपनीने हाती घेवू नये. असा अनिधिकृत विकास / बांधकाम केल्याचे निदर्शनास आल्यास कंपनीस कोणतीही पूर्वसूचना न देता कंपनीवर दंडात्मक कारवाई तसेच अनधिकृत बांधकामाविरुध्द कारवाई जिल्हाधिकारी पुणे

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यांनेकडून करण्यात येईल तरीच त्यासाठी येणारा खर्च कंपनीस सोसावा लागेल. याबाबत आपल्या आदेशात नियम ८ नुसार स्पष्टपणे अट नमूद करण्यात यावी.

१६)सदर विरोध नगर विकास प्रकाशनाच्या प्रचलित नियमावलीनुसार व MOEF कडील प्राप्त ना हरकत प्रमाणपत्र तसेच अट क्र. ७ मध्ये नमूद केल्याप्रमाणे रुपांतरित MOEF कडील सुधारित प्रमाणपत्रानुसार पेशाच्या सर्व अटी व शर्तीनुसार इकोफ्रेंडली सुविधांसाठी आवश्यक तरतूदी म्हणजे ऑपेनिटी पुरविणे व त्या प्रस्तावित करणे तसेच त्यांची प्रथमतः अंमलबजावणी करणे कंपनीवर बंधनकारक राहील व अनुपालने कंपनीने प्रतीक्षित दिलेले आहे ,ते कंपनीवर बंधनकारक राहील .

१७)कंपनीने Fire Advisor, Government of Maharashtra यांचेकडून अद्याप प्रस्तावित प्रकल्पास नाहरकत प्रमाणपत्र प्राप्त करून घेतलेले नाही. सदर प्रकल्प क्षेत्राकरीता असे नाहकरत प्रमाणपत्र प्राप्त फेरपाहणीसाठ्यास प्रकल्प क्षेत्रात १५ मी पेक्षा जास्त उंचीच्या इमारती अनुज्ञेय होणार नाहीत तसेच प्रकल्प क्षेत्रात प्रस्तावित केलेल्या अग्नीशमन केंद्राच्या स्थानास Fire Advisor, Government of Maharashtra यांची मान्यता घेणे आवश्यक राहील व तद्नंतर अशा फायर स्टेशनचा Fire Advisor, Government of Maharashtra यांचे सविस्तर व सुधनानुसार विकास करणे कंपनीवर बंधनकारक राहील.

१८)Sewage treatement plant, solid waste compositing plant, land fill site चे स्थानाबाबत व अन्य सविस्तर तांत्रिक बाबी अनुषंगाने महाराष्ट्र प्रदुषण नियंत्रण मंडळ केंद्र शासनाचे वन व पर्यावरण मंत्रालयाचे मान्यतेसाठी जरुर ती कागदपत्रे व अहवाल सादर करणे व त्यांचे मंजूरी घेणे विकास कंपनीवर बंधनकारक आहे व त्या मंजूरीनुसार सदर सेवा सुविधा कंपनीस त्यांच्या खर्चाने विकसित करणे बंधनकारक राहील.

१९)Municipal Solid Waste, (Management and Handling) Rules २००० चे तरतूदीनुसार कचरा डोंगा (Land fill site) चे स्थानास महाराष्ट्र प्रदुषण नियंत्रण मंडळ केंद्र शासनाचे वन व पर्यावरण मंत्रालय व जिल्हाधिकारी पुणे व घनकचरा व्यवस्थापन समितीची मान्यता आवश्यक राहील. प्रस्तावित स्थानास शासनाची मान्यता प्राप्त न झाल्यास योजना क्षेत्राच्या मंजूर रेखांकनात महाराष्ट्र प्रदुषण नियंत्रण मंडळ व जिल्हाधिकारी पुणे यांच्या मान्यतेने अन्य सुयोग्य ठिकाणी कचरा डेपो (Land fill site) प्रस्तावित करणे व घनकचरा व्यवस्थापनकरीता आवश्यक ती तंत्रज्ञ उपाराणे कंपनीवर बंधनकारक राहील व त्यानुसार जागेचे रेखांकन कंपनीस सुधारित रित्या पुर्ण आवश्यक त्या बदलासह मंजूर करून घेणे बंधनकारक राहील.

२०)प्रस्तावित जमीन वापरन नकाशा (वृहत आराखडा) मंजूरीनुसार Water distribution layout ची आखणी करून घेणे, पाणी पुरवठ्याच्या रेखांकनाची तसेच Reservoir rain water harvesting system reclycling system व त्याचील इतर तांत्रिक कार्यवाहीताची छाननी गहाराष्ट्र जीवन प्राधिकरणांकडून किंवा शासनाच्या संबंधित विभागाकडून करून घेणे संपूर्णतीक राहील व त्यानुसार Water Distribution lines टाकणे वा त्या अनुषंगाने इतर विकास करणे कंपनीवर बंधनकारक राहील.

२१)जमीन वापर नकाशा (वृहत आराखडा) Drainage layout / surface drain / storm water management plan ची आखणी करून घेणे व याची छाननी महाराष्ट्र प्रदुषण नियंत्रण मंडळाकडून तर Drainage layout मधील पाईप लाईनचे Desing, material इत्यादी तांत्रिक मुद्यांबाबतची छाननी महाराष्ट्र जीवन प्राधिकरणाकडून किंवा शासनाच्या संबंधित विभागाकडून करून घेणे संपुकतीक राहील व त्यानुसार Drainage line टाकणे व त्या अनुषंगाने इतर विकास बंधनकारक राहील तसेच प्रकल्पापोटील Unused treated water रिसायकल रहिल्यास त्याबाबत स्वंतत्र व्यवस्था करणे कंपनीवर बंधनकारक आहे.

२२)प्रकल्पाताील शेत्रामध्ये असणारे व्होणतेही अस्तित्वातील इलेक्ट्रीक पोल व इलेक्ट्रीक लाईन्स मंजूर रेखांकनानुसार रस्ता आखणीवर किंवा खुल्या जागेत स्थलांतरीत करणे कंपनीवर बंधनकारक राहील.

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२३)मंजूर होणाऱ्या प्रस्तावित जमीन वापर नकाशानुसार (वृहत आराखडा) त्यातील सेक्टरनिहाय इमारतीचे नियोजन करताना टाऊनशिपच्या नियमावलीत नमूद नुसार किमान ९ मी रुंदीचे अंतर्गत रस्ते प्रस्तावित करणे आवश्यक व बंधनकारक राहील.

२४) सेक्टरनिहाय इमारतीचे नियोजन करताना सर्वसाधारण विकासास व बहुमजली इमारतींना रहपु प्रचलित विकास नियंत्रण नियमावलीनुसार आवश्यक रुंदीचे सन्मुख रस्ते च किमान ९.०० मी रुंदीचे अंतर्गत रस्ते व आवश्यकतेप्रमाणे किंगार सामाजिक अंतरे प्रस्तावित करणे कंपनीवर बंधनकारक राहील.

२५) मंजूर प्रादेशिक योजना, पुणे नुसार फायर एनओसी विना अनुज्ञेय उंची १५ मी इतकी प्राप्त परिस्थितीत अनुज्ञेय आहे त्या वरील सर्व प्रस्तावित इमारतींसाठी टाऊनशिपच्या नियमावलीत नियम क्र. ५ मध्ये नमूद केलेनुसार Fire Advisor, Government of Maharashtra यांचेकडून प्रथम नकाशे छाननी करून घेवून ना हरकत प्रमाणपत्र प्रत्येक वेळी स्वतंत्रपणे प्राप्त करून घेणे आवश्यक राहील व तसेच नाहकरात पत्र व नकाशे विकास प्रस्तावासोबत या कार्यालयाकडे सादर करणे अनिवार्यवर बंधनकारक राहील.

२६)नियम क्र. १७ नुसार प्रकल्प क्षेत्रातील Ground Water पाणलत अनिवार्यतेपोटन उपाययोजनेकरीता लागणारे पाणी व बगीचा कामासाठी लागणारे पाणी वगळता रोजच्या पाण्याच्या आवश्यकतेप्रमाणे संबंधीत Water supply authority कडून कमीत कमी २२६२.०० cum day (२.२६ एमएलडी) प्रतिदिन पाणी पुरवठाबाबत ठाम बांधिलकी (firm commitment) प्राप्त होणे आवश्यक आहे. प्राप्त परिस्थितीत ५.५०.००० लिटर प्रती दिन म्हणजेच आवश्यकतेच्या २५ टक्के इतकेच क्षमतेचे पाणी पुरवठा करणेबाबत दिनांक ३०/९/२००१ रोजीचे पत्रान्वये मुख्य अभियंता जलसंपदा विभाग पुणे यांच्याकडून प्राप्त झाले आहे. सबब एकुण २२६२६८० लीटर प्रतिदिन (२.२६ एमएलडी/प्रतिदिन) करून घेणे तसेच पत्र रेखांकन नकाशास मंजूरीपूर्वी जिल्हाधिकारी यांच्याकडे सादर करणे कंपनीवर बंधनकारक करावे. रेखांकन नकाशास अंतिम मंजूरी देणेपूर्वी छाप्रामाणेची पाणी उपलब्धता करुन घेणेबाबतच्या पूर्ती अनुषंगाने जिल्हाधिकारी पुणे यांनी आवश्यक ती माहिती कंपनीकडून प्राप्त करुन घेवून त्या अनुषंगाने जरुर ती खातजमा केल्यानंतरच प्रकल्पास अंतिम मंजूरी देणेची कार्यवाही जिल्हाधिकारी पुणे यांनी करणे आवश्यक व योग्य राहील तसेच एकुण टाऊनशिपकरीता आवश्यक पाणी २.२६ + ०.४ (आगीप्रतिबंधक उपाययोजना व बगीचा करीता) असे एकुण २.२० एमएलडी / प्रतिदिन म्हणजेच २३००००० लिटर Cum/day या आवश्यक पाण्याच्या गरजेच्या दिडपट पाणी साठवणूक करणेची सोय करणे कंपनीवर बंधनकारक राहील.

२७) नियम १.३ (सी) नुसार आरुकेल डेव्हलपर्स अँड रियल्टर्स लि. कंपनीस सदर प्रकल्पाकरीता विज पुरवठ्याबाबत महावितरण कंपनी (MSEDC LTD) कडून दिनांक ७/१/२०१० रोजी बिन पुरलेल्या भागणीनुसार करता येईल अशा स्वरुपाचे पत्र प्राप्त आहे. नियम क्र. १.३ (सी) नुसार प्रकल्पाकरीता आवश्यक वीज पुरवठा तपशिल ना महावितरण कंपनीकडून त्यानुसार नेमका किती विजपुरवठा करण्यात येईल याबाबत महावितरण कंपनी (MSEDC LTD) कडून ठाम बांधिलकी (firm commitment) अनुषंगानेचे पत्र कंपनीने सदर रेखांकनास अंतिम मंजूरी देणेपूर्वी प्राप्त करुन घेणे व जिल्हाधिकारी, पुणे यांचेकडे सादर करणे आवश्यक राहील त्यापरी सर्वस्वी जबाबदारी कंपनीची राहील.

२८)महाराष्ट्र प्रदुषण नियंत्रण मंडळ, केंद्र शासनाचे वन व पर्यावरण मंत्रालय, जलसंधारण विभागाकडील प्राप्त ना हरकतपत्र व तसेच Fire Advisor, Government of Maharashtra यांचेकडील प्राप्त होणाऱ्या नाहकरत प्रमाणपत्रामधील सर्व अटींची पुर्तता विनासरक कंपनीने व त्यांचे संबंधीत सल्लागार यांनी वेळोवेळी करणे आवश्यक राहील व या बाबींची पुर्तता होत आहे किंवा कसे याबाबत संबंधित सल्लागार यांनी याची महाराष्ट्र प्रदुषण नियंत्रण मंडळाकडून वेळोवेळी तपासणी करुन घेणे आवश्यक योग्य व रास्त ठरेल.

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हर्षोपत्र कंपनीकडून प्रस्तुत प्रकरणी मंजूरी/ परवानागीस देणेपूर्वी आपणांकडून प्राप्त करुन घेणे आवश्यक आहे.

३६)प्रकल्पातील पायाभूत सुविधांच्या विकासाचा कालनिहाय/टप्पेनिहाय विकास कार्यक्रम/फेज प्रोग्रेस) देण्यात आलेला नाही.. रेखांकनास अंतिम मंजूरी प्राप्त झाल्यावर त्यानुसार फेज प्रोग्रेस ठरवून कंपनीने त्यानुसार फेजनिहाय प्रत्येक सेक्टरचे / प्लॉटचे रेखांकन नकाशे सादर करुन त्यास मंजूरी प्राप्त करुन घेणे व त्यानुसार लागू प्रचलित विकास नियंत्रण नियमावली प्रमाणे बांधकाम नकाशे मंजूरीसाठी सादर करुन त्यांस मंजूरी प्राप्त करुन घेणे कंपनीवर बंधनकारक आहे. त्याचप्रमाणे प्रकल्पातील रहिवासी इमारतीचे बांधकाम करताना त्यासोबतच पायाभूत सेवासुविधा/ सार्वजनिक सुविधा त्यांच्याने विकसित करणे कंपनीवर बंधनकारक आहे. त्यानुसार नियम क्र. ६ नुसार विक्री परवानगीचे वेळी ताबपत्र उपभोगार नाही याची खबरदारी घेण्याची जबाबदारी कंपनीची राहील.

३७) अनुज्ञेय चटई निर्देशांक प्रथम सुधारित वृहत आराखडयापर्यंत कंपनीचे एकुण क्षेत्र मोजणी छाप्यामधील प्रमाणित मोजणी नकाशा आणारेच्या हरीनुसार एकत्रिकरणाच्या नकाशावर नमुदप्रमाणे ५८.४३३५ हे. इतके आहे. नियमानुसार यातील डोंगर माथा डोंगर उतारचे क्षेत्र ८३४५६ चौ.मी. चटई क्षेत्राकरीता विचारात घेतलेले नाही. याचर कोणतेही बांधकाम अनुज्ञेय होणार नाही. चटई क्षेत्र परिगणित करणेसाठीचे क्षेत्र ५०.०८७९ हेक्टर च्या ५०% मध्यनेच २५.०४३९५ हेक्टर एवढेच बांधकाम क्षेत्र कंपनीस अनुज्ञेय राहील. वृहत आराखडयानुसार नकाशा क्र. ४/४ वर सादर केलेल्या क्षेत्र विवरण तक्त्यामध्ये प्रस्तावित चटई क्षेत्र निर्देशांक व त्यानुसार प्रस्तावित बांधकाम क्षेत्र (Floor Area) नमुद आहे. सदर तपशील हा सविस्तर नियोजनानंतर सविस्तर मोजणी नंतर कायम होणार असल्याने सद्यस्थितीत तो अंदाजीत स्वरुपाचा आहे. घुर्खेआंबे गावकामाण, क्षेत्रफळ व त्यामध्ये सविस्तारपणे नियोजित करणेत येणार रेखांकन/बांधकाम याकरीता सदर क्षेत्रात लागू विकास नियंत्रण नियमावलीमधील तरतूदी विचारात घेवून जेवढे बांधकाम/चटई क्षेत्र निर्देशांक अनुज्ञेय होईल त्यावर सदर बाबी आधारित आहेत त्यामुळे या मध्ये त्या अनुषंगाने तेव्होवेळी होणारे अनुषंगिक बदल आपोआप लागू होतील याबाबत नमूद चटई क्षेत्र निर्देशांकानुसारच या बांधकाम क्षेत्रानुसारच चटई क्षेत्र निर्देशांक व बांधकाम क्षेत्र अनुज्ञेय करणे बंधनकारक राहणार नाही . मात्र, विशेष नगर योजनेकरीताच्या विनियमामधील नियम क्र. २ एव नुसार कंपनीस योजना क्षेत्रात अन्य भूखंडावर शक्य असल्यास अशा बांधकाम क्षेत्राचे नियोजन करणेस मुभा राहील व त्याकरीता स्वातंत्रीत्या सुधारित परवानगी घेणे कंपनीवर बंधनकारक राहील.

३८)प्रकल्पाचे सुविधांचे इतर सर्व नकाशे व प्रकल्प अहवाल, प्रस्तावित जमीन वापर नकाशास (वृहत आराखडयानुसार) मिळणाऱ्या अंतीम मंजूरीनुसार तयार करणे कंपनीवर बंधनकारक राहील.

३९)विशेष नगर वसाहत क्षेत्रास १८ मी. रुंदीचा पोच रस्ता कंपनीने पूर्वी दिलेले हमीपत्रानुसार प्रत्यक्ष जागेवर झालेला असलेलाबाबत अंतीम मंजूरीपूर्वी खात्री करुन घेणे आवश्यक राहील.

४०) मंजूर विनियमागोील ४(ए) नुसार कमाल ४० चौ.मी. क्षेत्राचे निवासी गाळे विस्तासाखालील बांधकाम क्षेत्र हे इतर निवास क्षेत्राचा विकास करताना त्या बांधकाम क्षेत्राच्या विकासावरोबर किमान १०% च्या प्रमाणात नियोजन करुन विकसीत करणे बंधनकारक राहील. प्रथम सुधारित वृहत आराखडयानुसार दर्शविल्याप्रमाणे कंपनीने असे कमाल गाळे करीता १०% बांधकाम क्षेत्राचा विकास रोस्टर क्र. R-२१, R-२८ मध्ये प्रस्तावित केला आहे. त्यानुसार विकास पूर्ण करणे कंपनीवर बंधनकारक राहील.

४१)तोंवर स्टेशनगा विकास महावितरण कंपनीच्या मार्गदर्शनानुसार व त्यांच्या मान्यतेने करणे बंधनकारक राहील.

४२) रेखांकनातील डोंगराचे खणत असलेल्या पृथ्वंडातील बांधकामास नैसर्गिक Land slides पासून कोणतही धोका उदभव होऊ नये म्हणून आवश्यक त्या सर्व उपाययोजना करण्याची जबाबदारी एनीत कंपनीवर राहील.

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२९)नियम क्र. ५.२ नुसार प्रकल्प क्षेत्रात प्रस्तावित ५०% हरीत क्षेत्र (Green Spacc) हे क्षेत्र कायमस्वरुपी सार्वजनिक वापराकरीता खुले ठेवणे कंपनीवर बंधनकारक आहे. सदर क्षेत्र योजनेतील रहिवाशा ठेवणे आवश्यक आहे या रोजची विक्री कंपनीस करता येणार नाही व त्यावर कोणते उपरस्थ हक्क निर्माण करता येणार नाहीत. याबाबतचे सविस्तर व स्पष्टपणे हमीपत्र आपण संबंधीत कंपनीकडून प्राप्त करुन घेणे आवश्यक राहील या क्षेत्रामध्ये खुल्या स्वरुपाचा वापर करणेचा आहे. या क्षेत्रात शहर स्तरावरील खुल्या स्वरुपाच्या सुविधा केवळा वृहत आराखडयापर्यंत दर्शविलेप्रमाणे विकसित करता येतील.

३०)वृहत आराखडयाच्या प्रकल्प क्षेत्रात नियम क्र. ५(२) नुसार प्रस्तावित ५० टक्के खुल्या जागेव्यतिरिक्त प्रत्येक प्रस्तावित निवासी व वाणिज्य सेक्टर /प्लॉटमध्ये आवश्यक सार्वजनिक खुल्या जागा १० टक्के प्रस्तावित करावयाच्या आहेत व त्या जागा त्या करीताच ठायीगात आणणे विकासक कंपनीवर बंधनकारक राहील.

३१)नियम क्र. २ (ए) ते २ (एफ), २ (एच), २(आय) हे शासनाच्या महसूल विभागाशी व इतर विभागांशी संबंधीत असून आपले स्तरावर आवश्यकतेप्रमाणे संबंधीत विभागांशी संपर्क साधून व त्यांचे अभिप्राय घेऊन योग्य तो निर्णय घेणेत यावा. नियम क्र. २ (जी) हा छाननी फी बाबत आहे. नियम क्र. २अ नुसार अधिसूचित क्षेत्रांपैकी प्रारुप सुधारित वृहत आराखडयात अंतर्भूत असलेल्या ५८.४३३५ हेक्टर (डोंगर माथा डोंगर उतार क्षेत्र वगळून) या संपूर्ण क्षेत्रासाठी अकृषिक आकारणी करणे आवश्यक आहे. पुणे प्रादेशिक योजना क्षेत्रापोल १० कि.मी. परिसराकरीता दि. २८/८/२००९ रोजी फेरबदलाच्या अधिसूचनेद्वारे विशेष नियमांचा समावेश प्रादेशिक योजनेच्या विकास नियंत्रण नियमावलीमध्ये करण्यात आलेला आहे. सदर विकास नियंत्रण नियमावलीच्या तरतूदी टाऊनशिपकरीता काही अपवाद वगळता आलेल्या आहेत. सदर विकास नियंत्रण नियमावलीच्या तरतूदी टाऊनशिपकरीताही काही अपवाद वगळता लागू आहेत. यातील नियम क्र. १३ नुसार रु. १३०००/- इतकी छाननी फी (पुणे महानगरपालिका विकास नियंत्रण नियमावलीनुसार) आकारुने बंधनकारक राहील. शहर फौच्या भरण स्वाव्यक संगणक, नगर रचना, पुणे शाखा, पुणे यांचेकडे संबंधीत लेखाशिर्षाखाली भरुन तशी पावती रेखांकन मंजूरीपूर्वी सादर करणे कंपनीवर बंधनकारक होते. त्यानुसार अर्जदार यांनी दिनांक २७/०३/२०१२ रोजी सदरची रक्कम शासन जमा करून चलन पा कार्यालयाकडे सादर केलेले आहे.

३२)प्रत्यक्ष सेक्टरचे / प्लॉकचे रेखांकन करताना त्यामध्ये वृहत आराखडयात वाहनतळाकरीताच्या प्रस्तावित टाऊन लेव्हल सुविधा व्यतिरिक्त नियमानुसार सार्वजनिक वाहनतळ सुविधा Occupiers parking + visitors parking आवश्यकतेनुसार स्वतंत्रपणे प्रस्तावित करणे बंधनकारक राहील.

३३)विशेष नगर विकसित करणेकामी शासन मंजूर विनियमागोील नियम क्र. ५.३ (iv) नुसार (प्रति हेक्टरी ४०० झाडे) सर्व प्रकारच्या वृक्षांची लागवड करुन त्याची देखभाल, संवर्धन करणे विकासक कंपनीवर बंधनकारक राहील तसेच नियम क्र. ५ (iii) नुसार प्रकल्प पूर्णत्वाच्या वेळेस याबाबत खातरजमा वन विभागाकडून करुन घेणे बंधनकारक राहील. त्यास अनुसरुन प्रकल्प अहत्यालात वृक्ष लागवडीचे सुयोग्य नियोजन दर्शविणारा नकाशा तयार करणे कंपनीवर बंधनकारक राहील.

३४) प्रस्तावित जमीन वापर आराखडयास (वृहत आराखडयास) अंतीम मंजूरी मिळालेनंतर त्यानुसार प्रस्तावित रस्त्याने जिगा विकासाने बाधीत होणाऱ्या कोणत्याही वृक्षांच्या तपशिल कंपनीने जिल्हाधिकारी पुणे यांना देणे व त्या वृक्षतोडीबाबत अथवा वृक्षांचे स्थानांतरण करुन जतन करणेबाबत जिल्हाधिकारी पुणे यांनी पूर्व परवानगीने घेणे कंपनीवर बंधनकारक राहील.

३५) विशेष नगर विकसित करणेच्या शासन मंजूर विनियमामधील नियम क्र. ७ ची नुसार रुपा प्रस्ताव कंपनीने दाखल केला असल्याने सदर विनियम कंपनीवर बंधनकारक असून ते कंपनीस मान्य आहेत. त्यानुसार कंपनी विकास करावयाचा आहे. यातील नियम क्र. ८ नुसार योजनेची अंमलबजावणी पूर्णत्वाबाबत कंपनीकडून आवश्यक ती पूर्तता करुन कार्यवाही करणेत येईल असे

४६) रेखांकनातील सर्व निवासी व इतर भूखंडामध्ये विकास परवानगीचे प्रस्ताव कंपनीकडून सादर होणे आवश्यक राहील. वैयक्तिक भूखंड धारकाकडून विकास परवानगीचा प्रस्ताव घेण्यात येणार नाही. तसेच रेखांकनातील भूखंडामध्ये नियमानुसार अनुज्ञेय नगरदेय बांधकाम होईल याची सर्व जबाबदारी कंपनीवर राहील.

४४) टाऊनशिपच्या नियमावलीतील नियम क्र. ६ मध्ये स्पष्ट केलेप्रमाणे रेखांकनातील भूखंड विक्री परवानगी हो नियम क्र. १.३ प्रमाणेच्या पायाभूत सेवा सुविधांचा विकास पूर्ण केल्यावर या कार्या तपाच्या पूर्वपरवानगीने अनुज्ञेय होईल.

४५)अर्जदार यांनी सादर केलेली बँक गॅरन्टीची मुदत संपण्यापूर्वी पुढील कालावधीकरीता बँक गॅरन्टीने नूतनीकरण करण्याची जबाबदारी ही अर्जदार यांची राहील.त्या अनुषंगाने अर्जदार यांनी बँकगॅरन्टीची मुदत संपण्यापूर्वी १५ दिवस अगोदर या कार्यालयाशी संपर्क साधून आवश्यक ती कार्यवाही पूर्ण करण्याची आहे.तशी नूतनीकरणाबाबतची कार्यवाही अर्जदार यांनी न केल्यास प्रस्तुतची परवानगी ही रद्दबातल समजण्यात येईल.

४६)प्रस्तुतच्या प्रथम सुधारीत आराखडा मंजूरीनंतर फेजवाईज डेव्हलपमेंट प्लॅन हा अर्जदार यांनी एक महीन्याच्या आत या कार्यालयाकडे व उपसंचालक नगररचना पुणे विभाग पुणे यांच्या कार्यालयाकडे सादर करणे बंधनकारक राहील.अन्यथा प्रथम सुधारीत आराखडा मंजूरी आदेश रद्दबातल समजण्यात येईल.

४७) फेजवाईज विकास करताना कंपनीने टिकोचनगर प्रकल्पासाठी मंजूर असलेल्या बांधकाम नियमावली नुसार ४०.०० चौ.मी. क्षेत्राच्या कोही सदनिका बांधणे बंधनकारक असून त्याचे बांधकाम करणे कंपनीवर बंधनकारक राहील.

४८) प्रत्येक सेक्टरवाईज जाराखडे मंजूर करण्यापूर्वी पायाभूत सुविधा त्या प्रमाणात पूर्ण केल्याबाबत हमीपत्र देणे विकसकावर बंधनकारक राहील. याबाबत अर्जदार यांनी उपसंचालक नगररचना पुणे यांचेकडील तपासणी प्रमाणपत्र घेणे अर्जदार यांचेवरील बंधनकारक राहील.

४९) या कार्यालयाकडील पुर्व परवानगीशिवाय प्लॅट/प्लॉट/सदनिका यांची विक्री करता येणार नाही.

५०) या कार्यालयाकडून अंतिम पूर्णत्वाचा दाखला घेणे अर्जदार यांचेवर बंधनकारक राहील.

५१)अर्जदार कंपनीने सादर केलेली कोणतीही माहिती व कागदपत्रे ही चुकीची / दिशाभूल करणारी आढळल्यास प्रस्तुतची शिफारस रद्द समजणेत येईल व त्यामुळे कंपनीच्या व इतर सर्व संबंधीतांच्या कोणत्याही नुकसानीस स्वत: कंपनी जबाबदारी राहील.

५२) या कार्यालयाचे आदेश क्र. पमआ/एनए/एसआर/३५५/२००८, दिनांक ०७/०९/२०१० अन्वये मूळ प्रस्तावास देणेत आलेली मंजूरी याद्वारे निष्प्रभावीत करण्यात येत आहे.

५३) पर्ल आयफेल सिटी टाऊनशिप याचे नामनिर्देशन Eiffel City Hinjewadi असे करणेबाबत संचालक Eiffel Developers & Realtors Ltd. यांनी त्यांचे दि. ७/१/२०१२ चे पत्रानुसार आपणास कळविलेले आहे. तद्नुसार या विशेष नगर वसाहतीत आता Eiffel City Hinjewadi म्हणून संबोधण्यात येत आहे.

सहायक संचालक नगररचना

प्रति, मे.आयफेल डेव्हलपर्स व रिटेल लि तर्फे
श्री.किरण ए. भालेराव,
मंत्री हाऊस, ९९१, एफ सी रस्ता, १ ला मजला, पुणे-४११००४.

THE SEAL OF THE SUB REGISTRAR OF MULSHI

REVENUE AND FORESTS DEPARTMENT
Mantralaya, Mumbai 400 032, dated the 16th January 1964

Order

Bombay Gramp Act, 1958.

No. Miscl. 2064/O.S.(VOL.I)(66)—In exercise of the powers conferred by clause (a) of section 9 of the Bombay Stamp Act, 1958 (Bom. LX of 1958), the Government of Maharashtra, being satisfied that it is necessary so to do in the public interest, hereby reduces the stamp duty chargeable under Article 52 of Schedule I appended to the said Act on the instruments of Agreement to be executed relating to sale of property forming the land allotted as "the Special Township Project", by 90 per cent.

By order and in the name of the Governor of Maharashtra,

R. R. MALI
Joint Secretary to Government.

मूळ प्रत

PRAVIN KULKARNI
Advocate

E- 404, 4th Floor,
Laxminarayan Towers,
Behind Nilayam Talkies,
Pune- 411 030.

TITLE CERTIFICATE

This Title Certificate is issued with respect to the following properties as per the request of concern Owners/Developer on the basis of documents and instructions provided by them.

A) 1) DESCRIPTION OF THE SAID LARGER LAND PROPERTY-

The land admeasuring Hectares 58=43.35 Ares formed of all those piece and parcels of lands admeasuring Hectares 01=70 Ares bearing Survey Number 38/2, Hectares 04=29 Ares out of the land admeasuring Hectares 04=29.5 Ares bearing Survey Number 38/3, Hectares 08=05.35 Ares out of the land admeasuring Hectares 08=07 Ares bearing Survey Number 39, Hectares 38=09 Ares out of the land admeasuring Hectares 60=62 Ares bearing Survey Number 56 and hectares 06=30 Ares bearing Survey Number 57 situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Grampanchayat of Village Dattawadi (hereinafter for the sake of convenience referred to and called as the said larger land property)

A) 2) DESCRIPTION OF THE SAID PROPERTY

I) The sub-divided Plot admeasuring 6625.88 Sqmtrs. bearing Number R – 22 out of the sanctioned Layout.

II) The sub-divided Plot admeasuring 7117.29 sq meters bearing Number R – 23 out of the sanctioned Layout.

III) The sub-divided Plot admeasuring 10872.70 sq meters bearing Number R – 24 out of the sanctioned Layout.

IV) The sub-divided Plot admeasuring 14007.50 sq meters bearing Number R – 25 out of the sanctioned Layout.

V) The sub-divided Plot admeasuring 11182.40 sq meters bearing Number R – 26 out of the sanctioned Layout.

VI) The sub-divided Plot admeasuring 13479.10 sq meters bearing Number R – 27 out of the sanctioned Layout.

VII) The sub-divided Plot admeasuring 6600.94 sq meters bearing Number R – 28 out of the sanctioned Layout.

VIII) The sub-divided Plot admeasuring 38123.43 sq meters bearing Number R – 29 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi. (hereinafter for the sake of convenience referred to and called as the said property)

B) INSTRUCTIONS AND DOCUMENTS MADE AVAILABLE-

1) The title reports of following Advocates a)Title report of Adv. Chandrakant Jain, dated-08.12.2005 b)Supplementary title report of Adv. Pravin Kulkarni, dated-05.12.2008 c) Supplementary title report of

PRAVIN KULKARNI
Advocate

E- 404, 4th Floor,
Laxminarayan Towers,
Behind Nilayam Talkies,
Pune- 411 030.

Adv.Neelima Pandit, dated-05.12.2011 d) Supplementary title report of Adv. Arun Borgaonkar, dated-22.06.2012 e)Title report of Adv. Thorve, dated-13.03.2007 f) Supplementary title report of Adv. Neelima Pandit, dated-05.12.2011. g)Title report of Adv. Pravin Kulkarni dated-21.03.2009 h)Title report of Adv. Pravin Kulkarni, dated-20.03.2009.

2) Deed of Article of Agreement executed by Xrbia Developers Ltd. in favour of Xrbia Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3633/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

3) General Power of Attorney executed by Xrbia Developers Ltd. in favour of Xrbia-Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3634/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

4) Sale Deed executed by Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is registered at Sr.No.5611/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

5) Sale Deed executed by Mr. Rasiklal Manikchand Nahar and Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is registered at Sr.No.5612/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

C) INSTANCES/ TRANSFER/ ALIENATION WITH RESPECT TO THE SAID PROPERTY -

1) I have gone through the title reports of various Advocates provided to me and I have also verified the contents with respect to the said property as mentioned in the various title reports.

2) It appears from record that Deed of Article of Agreement is executed by Xrbia Developers Ltd. in favour of Xrbia Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3633/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

3) It appears from record that General Power of Attorney is executed by Xrbia Developers Ltd. in favour of Xrbia-Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3634/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

4) It appears from record that Sale Deed is executed by Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is

PRAVIN KULKARNI
Advocate

E- 404, 4th Floor,
Laxminarayan Towers,
Behind Nilayam Talkies,
Pune- 411 030.

registered at Sr.No.5611/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

5) It appears from record that Sale Deed is executed by Mr. Rasiklal Manikchand Nahar and Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is registered at Sr.No.5612/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

D) **OPINION –**

I have framed my on opinion only and solely on the basis of instructions and documents referred above provided to me. On perusal of all record made available to me as mentioned above I have reached at opinion that the said property is having clear and marketable title and the said property is free from charges and encumbrances. So Xrbia-Hinjewadi Developers Pvt. Ltd. is entitled to develop the said property as per the prevalent rules and regulations prescribed by the statute. This title certificate.

Place- Pune
Date- 15.10.2012

Adv.Pravin Kulkarni

भारतीय गैर-न्यायिक
एक सौ रुपये Rs. 100
रु. 100 ONE HUNDRED RUPEES
भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

"सदरचा मुद्रांक लिहू बँक लायसेन्स साठी नाही"

23 JAN 2013

अनुक्रमांक 1 8244 दिनांक 1001-
मुद्रांक खरेदीचे कारणासाठी वापरण्यात आले: PoA
मुंबई मुद्रांक अधिनियम १९५८ च अनुच्छेद क्र.:
मुद्रांक खरेदीदाराचे संपूर्ण नांव: Mr. Dilip Khapre
संपूर्ण पत्ता: F.C. Rd. Pune-4
हस्ते व्यक्तीचे संपूर्ण नांव: A. Chavan
पत्ता:- Pune
मुद्रांक वेंडरची / हस्ते व्यक्तीची सही

स्वाक्षरी (पुणे सोपर्स को-ऑप. बँ. ऑफ लोपा. लि.)
मुद्रांक विक्रेता
परवाना क्र.: 2201111
परवान्याची मुदत: 31 March, 2013
गोर्ट आवार, पुणे

0J 059226

21 JAN 2013

उप निबंधक अधिकारी
हवेली क्र. ७ पुणे करिता

मलस-२
७६७२ | ९ | २०
२०९३

THE SEAL OF THE SUB REGISTRAR OF MULSHI

मलस-२
७६७२ | ९ | २०
२०९३

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

SPECIAL POWER OF ATTORNEY

This **SPECIAL POWER OF ATTORNEY** is executed on this 23 day of JAN. month of the year 2013;

I, **Mr. Dilip Ramkrishna Khapre,** Age – 59 years, Occ.- Service, office at:- 929, Mantri House, F.C. Road, Pune 411004 do hereby

SEND GREETINGS:

Due to my busy business schedule, I am unable to attend the office of the concerned Sub Registrar/s for completing the registration proceedings of the various deeds and documents executed by me as a Power of Attorney holder or Director or Authorized Signatory of **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED,** in respect of property situated at village **Dattawadi (Nere),** Tal-Mulshi, Dist. Pune and within the jurisdiction of Pune district. This Power of Attorney is not in my personal capacity but it is in capacity of authorized person for Xrbia Hinjewadi Developers Pvt. Ltd.

It is necessary and expedient to appoint some fit and proper person for presenting such deeds and documents and admitting my execution before the concerned Sub Registrar Offices of Pune District and all other offices of Sub Registrars within Pune District or any other district and to do, all such acts, deeds, things and matters related to the completion of registration proceedings.

I, Mr. Dilip Ramkrishna Khapre, do hereby nominate, constitute and / or appoint

1) Mr. Gokul Bhima Iagade, Age – 30 years, Occupation - Service,
and / or

2) Mr. Ajinkya Pramod palange, Age – 25 years, Occupation - Service,
and / or

3) Mr. Dhairyashil Anandrao More, Age – 29 years, Occupation - Service,
All office at – 929, Mantri House, F.C. Road, Pune 411004

as my Attorney to represent me, before any Sub Registrar Offices of Pune District and all other offices of Sub Registrars within Pune District at all times as may be necessary and **to present before them for registration of various deeds and documents executed by me** in respect of property mentioned in the schedule.

To admit my signatures and execution of deeds and documents executed by me in respect of property for above only, deed or thing as may be necessary to complete the registration of such deeds and documents in the manner required by law and to receive such original deeds and documents after they are duly registered and thereafter to give proper receipt and discharge for the same and complete the process of registration of deeds and documents.

मलस-२
७७३ | २ | २०
२०९३

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

Dilip Khapre
Pune-4

100

23 JAN 2013

And I do hereby agree and declare that all the deeds and documents admitted before any of the Sub Registrars mentioned above by my said Attorney on behalf of me shall always be valid and binding on me to all intents and purposes as if done by me personally, which I undertake to ratify and confirm whenever required.

THE SCHEDULE ABOVE REFERRED TO

A) The contiguous block of land admeasuring Hectares 58 = 43.35 Ares formed of all those pieces and parcels of lands admeasuring Hectares 01 = 70 Ares bearing Survey Number 38/2, Hectares 04 = 29 Ares out of the land admeasuring Hectares 04 = 29.5 Ares bearing Survey Number 38/3, Hectares 08 = 05.35 Ares out of the land admeasuring Hectares 08 = 07 Ares bearing Survey Number 39, Hectares 38 = 09 Ares out of the land admeasuring Hectares 60 = 62 Ares bearing Survey Number 56 and Hectares 06 = 30 Ares bearing Survey Numbers 57 situated lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and the same is bounded as follows:

On or towards the East:	Survey No.56 (P)
On or towards the South:	Village boundary of Man.
On or towards the West:	Village boundary of Kasarsai & S.No.52 (P), S.No.38 (P), S.No.34 & S.No.31
On or towards the North:	S.No.58,36,3740 & 42.

B] Description of the plots carved in the following property out of the above mentioned property -

I) The sub-divided Plot admeasuring **6625.88** Sqmtrs. bearing Number **R – 22** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

II) The sub-divided Plot admeasuring **7117.29** sq meters bearing Number **R – 23** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

III) The sub-divided Plot admeasuring **10872.70** sq meters bearing Number **R – 24** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

IV) The sub-divided Plot admeasuring **14007.50** sq meters bearing Number **R – 25** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

V) The sub-divided Plot admeasuring **11182.40** sq meters bearing Number **R – 26** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VI) The sub-divided Plot admeasuring **13479.10** sq meters bearing Number **R – 27** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VII) The sub-divided Plot admeasuring **6600.94** sq meters bearing Number **R – 28** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VIII) The sub-divided Plot admeasuring **38123.43** sq meters bearing Number **R – 29** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

And the Flats/Units carved out of the above mentioned property is the subject matter of the present Power of Attorney.

IN WITNESS WHEREOF we have hereunto set and subscribed our hands this ____ day of _____ in the year of 2012.

SIGNED AND DELIVERED
by the withinnamed GRANTOR

Mr. Dilip Ramkrishna Khapre
For Xrbia Hinjewadi Developers Pvt. Ltd.

We accept the powers and authorities conferred upon us by virtue of these presents.

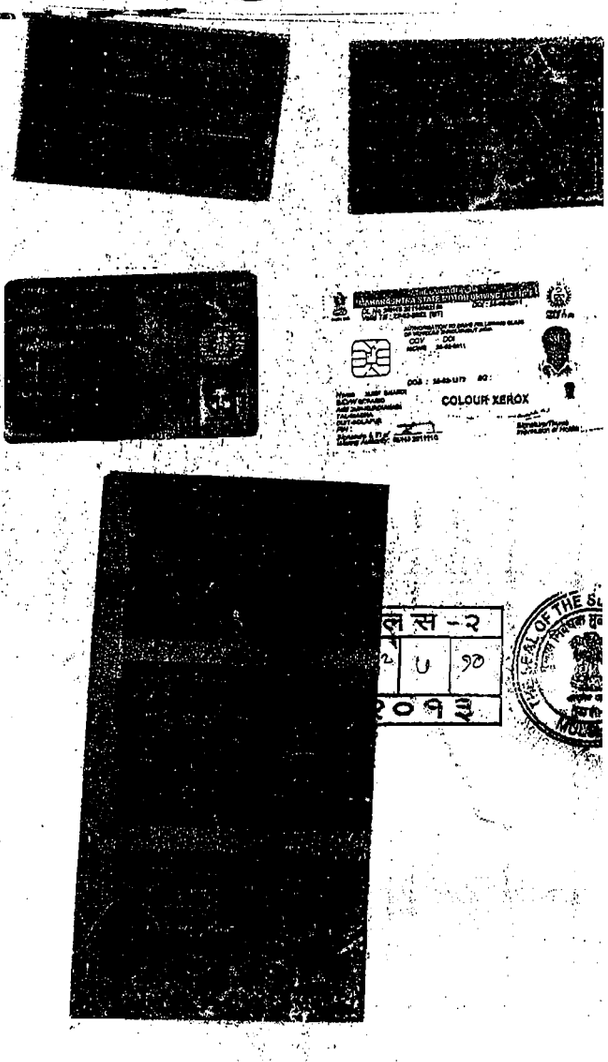
1) Mr. Gokul Bhima Lugade

2) Mr. Ajinkya Pramod Palange

3) Mr. Dhairyashil Anandrao More

Witness:
1. Sign
Name Chidambar V. Ashtekar
Address Dhamdhere wadi, Pune-48.

2. Sign
Name A.F. Shaikh
Address At. Thergaon, Chinchwad Pune



Summary1 (GoshwaraBhag-1)

453/672
गुरुवार,24 जानेवारी 2013 2:42 म.नं.

दस्त गोषवारा भाग-1 (8) मलसर ८१९०
दस्त क्रमांक: 672/2013

दस्त क्रमांक: मलसर /672/2013

बाजार मुल्य: रु. 00/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह. दु. नि. मलसर यांचे कार्यालयात
अ. क्रं. 672 वर दि.24-01-2013
रोजी 2:40 म.नं. वा. हजर केला.

पावती:679 पावती दिनांक: 24/01/2013

सादरकरणाराचे नाव: धैर्यशील आनंदराव मोरे

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 200.00
पृष्ठांची संख्या: 10	
एकुण:	300.00

दस्त हजर करणाऱ्याची सही:

MLS2
सह दुय्यम निबंधक
श्रेणी-१,मुळशी-२

MLS2
सह दुय्यम निबंधक
श्रेणी-१,मुळशी-२

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (48-अ) जेव्हा एकाच संव्यवहाराच्या संबंधात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्याऱ्या एकमेव प्रयोजनासाठी किंवा असे एक किंवा अधिक दस्तऐवज निष्पादित केल्याचे कबूल करण्यासाठी केला असेल तेव्हा

शिक्का क्रं. 1 24 / 01 / 2013 02 : 42 : 06 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 24 / 01 / 2013 02 : 42 : 19 PM ची वेळ: (फी)

iSarita v1.0

Summary-2

2 नाव:अमित शरद नर्तकर
वय:27
पत्ता:४०६, गणेश पेठ
पिन कोड:411002

स्वाक्षरी

Page 2 of 2

शिक्का क्र.4 ची वेळ:24 / 01 / 2013 02 : 45 : 21 PM

शिक्का क्र.5 ची वेळ:24 / 01 / 2013 02 : 45 : 36 PM नोंदणी पुस्तक 4 मध्ये

MLS2
सह दुय्यम निबंधक
श्रेणी-१,मुळशी-२

672 /2013

~~पहिले~~ नंबरचे पुस्तकाचे
६७२ नंबरी नोंदला.

सह दुय्यम निबंधक श्रेणी-१
मुळशी-२
दिनांक: 24/1/2013

प्रमाणित करण्यात येते की,
या दस्तामध्ये
एकूण 90 पाने आहेत.

सह दुय्यम निबंधक श्रेणी-१
मुळशी-२

Summary-2

Page 1 of 2

453576
24/01/2013 2 45:40 PM

दस्त गोषवारा भाग-2 (8) मलसर ८१९०
दस्त क्रमांक:672/2013.

दस्त क्रमांक :मलसर/672/2013
दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:धैर्यशील आनंदराव मोरे पत्ता:प्लॉट नं: 929, माळा नं: पहिला मजला , अटॉर्नी होल्डर इमारतीचे नाव: मंत्री हाउस , ब्लॉक नं: -, रोड वय :-29 नं: एफ सी रोड, महाराष्ट्र, पुणे. स्वाक्षरी:- पॅन नंबर:ARPPM5755Q	पॉवर ऑफ		
2	नाव:अजिंक्य प्रमोद पलांगे पत्ता:प्लॉट नं: 929, माळा नं: पहिला मजला , अटॉर्नी होल्डर इमारतीचे नाव: मंत्री हाउस , ब्लॉक नं: -, रोड वय :-24 नं: एफ सी रोड, महाराष्ट्र, पुणे. स्वाक्षरी:- पॅन नंबर:BNIPP0957R	पॉवर ऑफ		
3	नाव:गोकुळ भीमा लगाडे पत्ता:प्लॉट नं: 929, माळा नं: पहिला मजला , अटॉर्नी होल्डर इमारतीचे नाव: मंत्री हाउस , ब्लॉक नं: -, रोड वय :-30 नं: एफ सी रोड, , , स्वाक्षरी:- पॅन नंबर:AFOPL2456A	पॉवर ऑफ		
4	नाव:दिलीप रामकृष्ण कापरे पत्ता:प्लॉट नं: 929, माळा नं: पहिला मजला , देणार इमारतीचे नाव: मंत्री हाउस , ब्लॉक नं: -, रोड वय :-62 नं: एफ सी रोड, , , स्वाक्षरी:- पॅन नंबर:AAAPK1395G	कुलमुखत्यार		

वरील दस्तऐवज करून देणार तथाकथीत कुलमुखत्यारपत्र धा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:24 / 01 / 2013 02 : 44 : 20 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र
1	नाव:राजू डी गोळे वय:37 पत्ता:वडगाव शेरी गावठाण पिन कोड:411014	

मंलम
२०६/२०१३
नो ७२

THE SEAL OF THE SUB-REGISTRAR OF मुळशी-२ MULSHI-2

Page 1 of 1

453/672 पावती Original/Duplicate
Thursday, January 24 ,2013 नोंदणी क्रं. :39M
2:42 PM Regn.:39M

पावती क्रं.: 679 दिनांक: 24/01/2013

गावाचे नाव: दस्तावाजी
दस्तऐवजाचा अनुक्रमांक: मलसर-672-2013
दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र
सादर करणाऱ्याचे नाव: धैर्यशील आनंदराव मोरे

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 200.00
पृष्ठांचे संख्या: 10	
एकूण:	रु. 300.00

आपणास हा दस्तऐवज अंदाजे 3:02 PM ह्या वेळेस मिळेल आणि सोबत पावतीस पत्र व CD व्यतीरी.

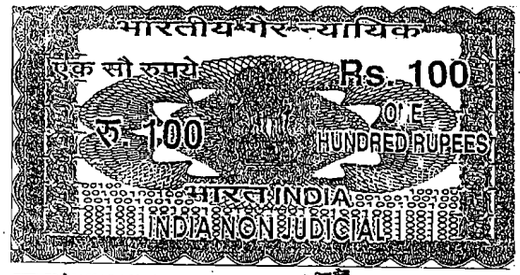
MLS2
सह दुय्यम निबंधक
श्रेणी-१,मुळशी-२

बाजार मूल्य: रु.0 /- मोबदला: रु.0/-
भरलेले मुद्रांक शुल्क : रु. 100/-

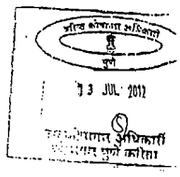
1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-
2) देयकाचा प्रकार: By Cash रक्कम: रु 200/-

STAMP 1/24/2013

THE SEAL OF THE SUB-REGISTRAR OF मुळशी-२ MULSHI-2

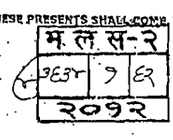


महाराष्ट्र MAHARASHTRA
20 JUL 2012
FK 464286



GENERAL POWER OF ATTORNEY

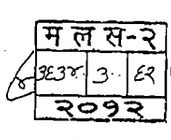
KNOW TO ALL WHOM THESE PRESENTS SHALL COME, We







म ल स
२९८/२०१३
१५५७२





(1) **XRBIA DEVELOPERS LIMITED,** a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 929, F.C. Road, Mantri House, Pune- 411 004 by the hand of its Authorized Signatory, **SHRI. YOGESH NARAYAN NIKAM,** Age-30 Years, Occupation- Service

(2) **MR. RAHUL RASIKLAL NAHAR**
Age – 37 Years, Occupation – Business/ Agriculturist, Residing at :- 150, Mukund Nagar, Pune-411 037.

(3) **MR. RASIKLAL MANIKCHAND NAHAR**
Age – 60 Years, Occupation – Business/ Agriculturist, Residing at :- 150, Mukund Nagar, Pune-411 037.

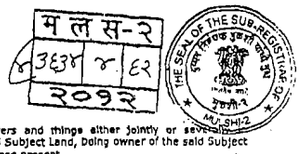
Hereinafter referred to or called as "THE EXECUTANTS", (Which expression unless repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, Director, and permitted assignees etc.)

WHEREAS;

A. The Executants herein are seized, owned, possessed and well and sufficiently entitled to the places and parcels of land bearing No. S.No.28/2, 38/3, 39, 56 & 57 situated at Village Nere Dattawadi, Taluka: Mulshi, District: Pune which is more particularly described in the First Schedule and subject matter of this Articles of Agreement is more particularly described in second schedule, which is mentioned as sector No.22 to 29 out of the said master plan together with the right of way over 18 meter wide road connecting to the said plots in the sanctioned layout of Special Township situated at Village Nere Dattawadi, Taluka: Mulshi, District: Pune which is hereinafter for the sake of convenience referred to as " THE SUBJECT LAND". The Subject Land is shown in red colour in the attached herewith map.

B. The said Executants have decided to develop the Said Subject Land in Articles of Agreement with **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED,** A Company incorporated under the Companies Act 1956 having office at – 929, Mantri House, 1st Floor, F.C.Road, Pune-411 004 through its Director Mr. Shekhar Dattatray Savlekar, Age 40 years, Occ. :- Service.

C. And is in pursuance of that, entered into Articles of Agreement dated: 20/7/2012 (Hereinafter referred to as "THE SAID DEVELOPER"). Considering aforesaid Articles of Agreement, the said Developer has authority to construct high rise building/s and develop the said Subject Land and to dispose off the same in favour of ultimate buyer and to complete the aforesaid transactions smoothly and to complete the project on the said Subject Land at the earliest, as per request of the said Developer, we have decided to appoint the Said Developer, authorized to act being Constituted Attorneys to do the following



acts, deeds, matters and things either jointly or severally in relation to the said Subject Land, being owner of the said Subject Land and hence these present.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT:

Executants do hereby nominate, constitute and appoint KRIBHCO NIRMAN DEVELOPERS PRIVATE LIMITED, A Company incorporated under the Companies Act 1956 having office at - 929, Mantri House, 1st Floor, F.C.Road, Pune-411 004 through its Director Mr. Shekhar Dattatray Savlekar, Age 40 years, Occ :- Service authorize to act as true and lawful attorney for us and in our name being owner of the said Subject Land one of the party in Articles of Agreement in respect of the said Subject Land, to do or cause to be done all or any of the acts deeds, things and matters that is to say-

1. To construct and develop the said Subject Land in accordance with the terms and conditions of these presents and for that purpose to do each and all necessary acts, deeds for the fulfillment of purpose of the present Articles of Agreement.

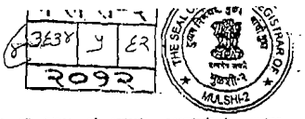
2. To do all things, deeds, matters and acts in and to Office of the Competent Authority/Tribunal under any law, Development Controlling Authority, Director of Town Planning, Maharashtra State, M.S.E.D. Co. Ltd., Revenue Authority, Pune Mahanagar Regional Development Authority, office of Central and State Govt. Food and Supply Distribution authority or any other local authority etc. and Industries, Energy and Labour Department of Government of Maharashtra, the courts, including the Supreme Court Of India that is to say-

   a) To appoint engage Project Consultants, Architects, Engineers, Structural Designers, Advocates Solicitor's Chartered Accountants, etc. and all other professional as the case may be.

   b) To sign and submit proceedings for the Revenue Authority, so also for amalgamation, sub-division plan of the said Subject Land or layout plan for any part thereof and further layout plan of the said Subject Land or any part thereof to the concerned sanctioning authority and obtain proper sanction and to do all acts and things as may required for aforesaid sanctions, orders etc from any Government or Semi-Government Authorities.

   c) To sign and submit all necessary plans, drainage line layout plan, waterline layout plan, revised plan/s, record plan/s, renewal etc. in respect of the said Subject Land or any part thereof to be constructed on the said Subject Land or any part thereof the respective authority/ies.

   d) To sign and submit all necessary forms, applications, agreements, undertakings, deeds, documents, swear affidavits, to give oral or documentary evidence.



   e) To obtain all types of order/s, permission/s, water permission/s, electrical connection/s, permissions to obtain cement, steel or any other material from the respective controlling authority, such as generally to obtain all types of permissions, orders, judgments, from the respective offices, or authority or authorities in respect of the said Subject Land.

   f) To file or defend and suit, proceedings in the civil or criminal courts or the Competent Authority, receive services of summons and notices on behalf of us or any of us and also to give any documentary evidence and produce all necessary deeds and documents and papers etc. in the proceedings and obtain all other judgments decree/s etc. from the respective courts.

   g) To settle, compromise any matter/s, suits, appeal/s out of the courts and if required to appoint any arbitrator, or arbitrators and give implementation of the final order or settlement.

   h) To receive any consideration amount, deposit amount, receive refund, if any, and to settle, adjust, deduct or allow all accounts, claims and demands.

   i) For the purpose to get determine ratable value or value under any law of the said Subject Land or the building to be constructed on the said Subject Land and to sign and submit all the applications etc., give oral or documentary evidence and to do all other acts and things connected thereto before the concern authority.

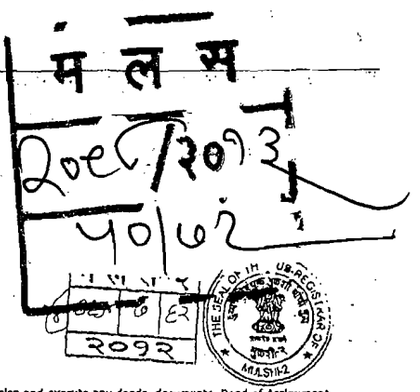
   j) To obtain all permissions, sanctions, no objection certificate etc. under various acts which may be requires from time to time for duly execution and registration of any instruments/s or final conveyance deed/s etc.

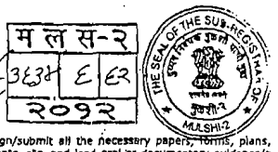
   k) To file forms, application, undertaking, indemnity bond, affidavit or deed and documents to open and maintain the bank accounts, fulfill all necessary formalities of the bank and follow all terms and conditions related to the Article of Agreement.

   l) In general to represent us before any Government, Semi-Government Office, Corporations Bodies and all authorities of defense, airport, aviation, forestry, state and central ministry, local authorities etc. for getting the necessary permissions, clearances, no objection certificates, sanctions etc. and for the purpose to sign and submit the forms, applications, affidavits and any other documents etc.

3. To appear before any Competent Authority, Appellate Authority and any other authority established under any law from time to







time and to sign/submit all the necessary papers, forms, plans, deeds, documents, etc. and lead oral or documentary evidence/s and obtain all types of permission/s, orders and/or sanctions to deposit any amount and/or to get the refund if any.

4. To present us in any office of Central or State Govt. and sign and submit all necessary forms, applications, papers, give oral or documentary evidence have necessary orders including order. For the aforesaid purpose if required in circumstances, file any suit or proceeding against any of us and obtain proper orders and get implemented the orders etc.

5. The constituted Attorney shall have authority to file or defend Civil or Criminal cases and give oral or documentary evidence and obtain all appropriate orders or judgments from various court/s, appropriate authorities, competent authorities, appellate authorities etc. under various laws as the constituted attorney and said Developer may think fit and proper.

6. In terms of the Articles of Agreement executed between us and said Developer, have to deal with the said Subject Land or any part of it or any kind of flats, units, shops, offices, commercial units, buildings, or any type of constructed unit and tenements etc. which are to constructed or carved on the said Subject Land or any part thereof and in pursuance of that, to receive the consideration etc. Also to sign execute necessary Agreement to Sale, Sale Deeds, Lease Deeds, Correction Deeds, Cancellation Deeds, Supplementary Deeds, Conveyance Deeds, Power of Attorney or and other deeds, documents under whatsoever head in respect of said Subject Land or any part there of with respect to buyers, lessee etc. and for that do all such acts, such things, matter to get the document register and to receive consideration for which the said Developer shall have authority and power to sign and execute all or any such document on behalf of us.

7. To present the documents etc. for registration in the appropriate registering office and admit the execution and signatures or execute the document on our behalf and admit the receipt of payment of considerations and to do all acts and things which are necessary for duly execution and registration of aforesaid documents for the complete the transaction in all aspects.

8. To hand over the possession of the said Subject Land or part thereof to the buyers, lessee, etc. in terms of the transaction as hereinabove written and in pursuance there to execute any instrument being Supplementary Agreement with Possession, Possession Agreement, Conveyance Deed or any instrument being final transfer of subject land or part thereof etc. and further to handover the possession of area under road, open space, amenity space, electrical substation, and transformer room etc. to concerned authorities and by executing these present authorise said Developer being our constituted attorney, shall have authority and powers to sign and execute all or any such document.

9. To sign and execute any deeds, documents, Deed of Assignment, Lease Deed, Surrender Deed, Sale Deed/s or Agreements, leasehold rights in respect of the said Subject Land and/or to execute conveyance deed and convey the said Subject Land being free hold or leasehold with or without building in favour of the such society which is to be formed of flat holders which are to be served on the said Subject Land or any part thereof and do all other things whatever required for aforesaid transfer and for that, by executing these present, we authorize to said Developer being our constituted attorney shall have authority and powers to sign and execute all or any such document on behalf of us.

10. To execute any forms, application, declaration, affidavits, deeds, documents to form a Co-operative Housing Society under Maharashtra Co-Operative Societies Act, 1960 & to execute all applications, deeds, documents as may require under various acts and rules including under the provisions of Maharashtra Co-Operative Societies Act 1960 and rules made there under.

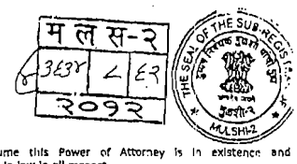
11. To execute required deeds, documents, declarations, affidavits, as contemplated under the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Maharashtra Apartments Ownership Act, 1970 and rules framed there under.

12. To appoint any substitute or substitutes and at pleasure to remove and appoint another Attorney with all or any limited powers provided authorities granted to the Constituted Attorney in pursuance of these present should not exceed and should be within frame of law. In pursuance of these presents if Constituted Attorney/ies are appointed and they shall be entitled to use the authority as their convenience and the act commenced by one Constituted Attorney may be completed by another Constituted Attorney.

13. For aforesaid purpose subject to the restriction imposed in this present, in general to do all acts, deed, matters and things, sign all plans, swear affidavits, deed, documents, etc. and submit the same to the respective authority/ies and obtain necessary permission/s, sanction/s, order/s etc.

14. We for ourselves and for our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm whatsoever the said attorney or any substitute or substitutes acting under him shall do or purport to do by virtue of these presents.

15. Revocation of this Power of Attorney shall be effected by executing revocation deed being declaration signed and registered by us or revocation deed signed by this Power of Attorney executants and constituted attorney/ies, till such instrument as the case may be, does not come before person or authority who on relying upon this Power of Attorney, such person or authority



shall presume this Power of Attorney is in existence and enforceable in law in all respect.

16. This Power of Attorney is executed by the undersigned executants in pursuance of Agreement dated 2-07-12 this instrument attract stamp of Rs. 100/- and accordingly the same is paid herewith.

THE FIRST SCHEDULE ABOVE REFERRED TO

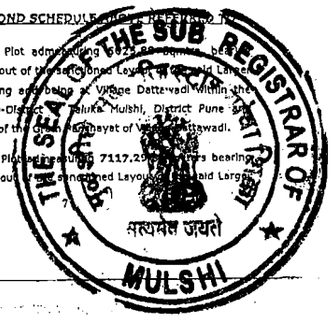
The contiguous block of land admeasuring Hectares 58 = 43.35 Ares formed of all those pieces and parcels of lands admeasuring Hectares 01 = 70 Ares bearing Survey Number 38/2, Hectares 04 = 29 Ares out of the land admeasuring Hectares 04 = 29.5 Ares bearing Survey Number 38/3, Hectares 08 = 05.35 Ares out of the land admeasuring Hectares 08 = 07 Ares bearing Survey Number 39, Hectares 38 = 09 Ares out of the land admeasuring Hectares 60 = 62 Ares bearing Survey Number 56 and Hectares 06 = 30 Ares bearing Survey Numbers 57 situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and falling in the "Agricultural " Zone under the Regional Plan for Pune Metropolitan Region currently in force and the same is bounded as follows;

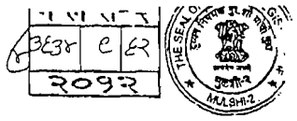
On or towards the East:	Survey No.56 (P)
On or towards the South:	Village boundary of Man.
On or towards the West:	Village boundary of Kasarsai & S.No.52 (P), S.No.38 (P), S.No.34 & S.No.31
On or towards the North:	S.No.58,36,3740 & 42.

THE SECOND SCHEDULE [illegible]

I) The sub-divided Plot admeasuring 6825.60 Sq. [illegible] bearing Number R – 22 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

II) The sub-divided Plot admeasuring 7117.20 Sq. meters bearing Number R – 23 out of the sanctioned Layout of the said Larger





Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

III) The sub-divided Plot admeasuring 10872.70 sq meters bearing Number R – 24 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

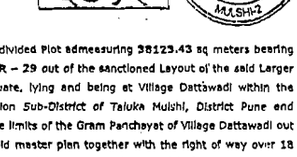
IV) The sub-divided Plot admeasuring 14007.50 sq meters bearing Number R – 25 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

V) The sub-divided Plot admeasuring 11182.40 sq meters bearing Number R – 26 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VI) The sub-divided Plot admeasuring 13479.10 sq meters bearing Number R – 27 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VII) The sub-divided Plot admeasuring 6600.94 sq meters bearing Number R – 28 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

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VIII) The sub-divided Plot admeasuring 38123.43 sq meters bearing Number R – 29 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi out of the said master plan together with the right of way over 18 meter wide road connecting to the said plots R- 22 to R-29.

IN WITNESS WHEREOF EXECUTANTS HAVE HERETO SET AND HANDS AND SEALS ON THE THIS 20th DAY OF July 2012 PUNE.

SIGNED SEALED AND DELIVERED
by the "EXECUTANTS"
1) XRBIA DEVELOPERS LIMITED
(Previously known as Eiffel Developers & Realtors Ltd.)
through its Authorised Signatory
SHRI. YOGESH NARAYAN NIKAM

2) MR. RAHUL RASIKLAL NAHAR

3) MR. RASIKLAL MANIKCHAND NAHAR

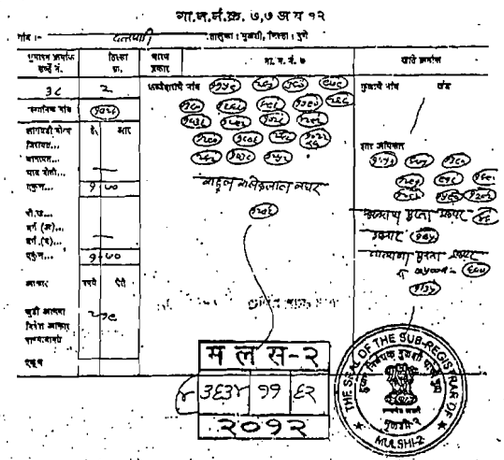
We accept the powers and authorities conferred upon us by virtue of these presents
XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED
through its Director
MR. SHEKHAR DATTATRAY SAVLEKAR

Witness:

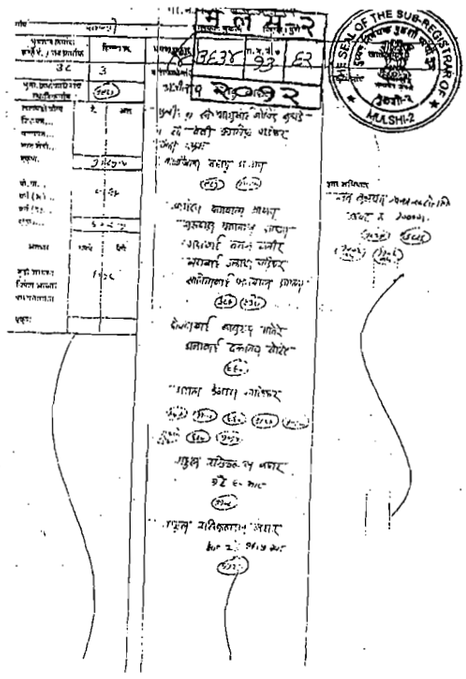
1. Sign
Name Shekhar Pandit
Address Dhanwantari, Pune-38

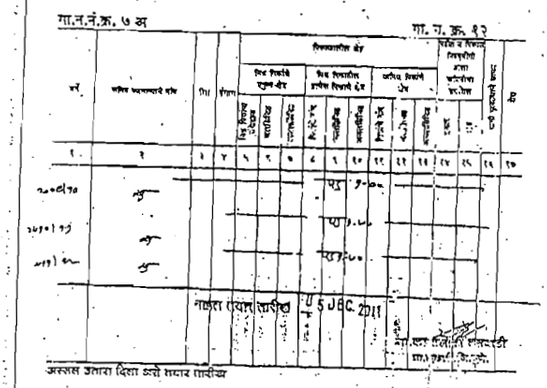
2. Sign
Name A.R. Shaikh
Address Theragaon, Chinchwad, Pune

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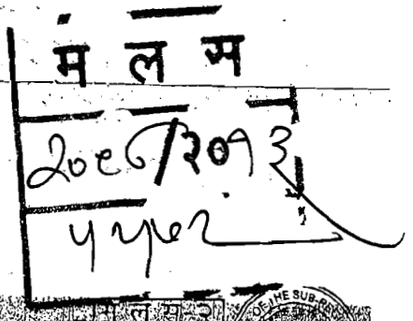


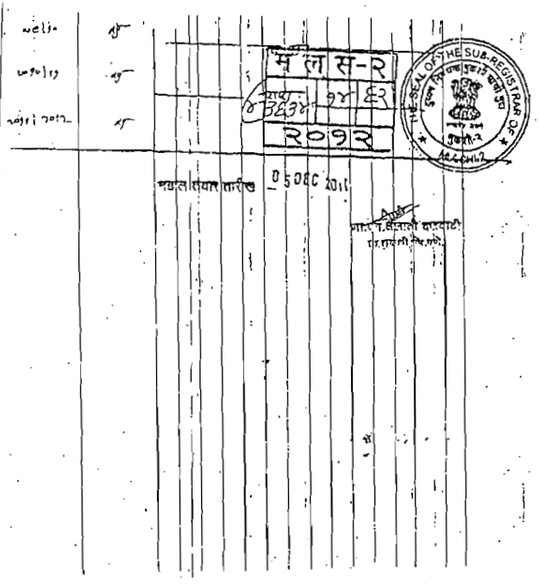

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THE SEAL OF THE SUB-REGISTRAR OF
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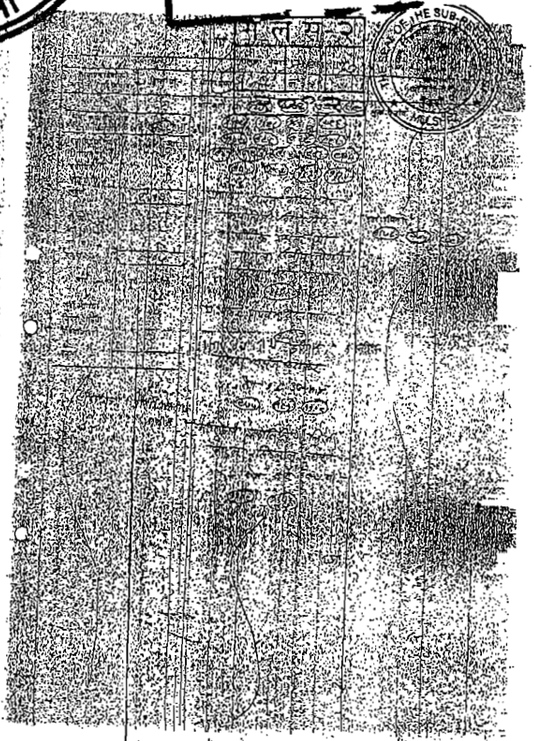

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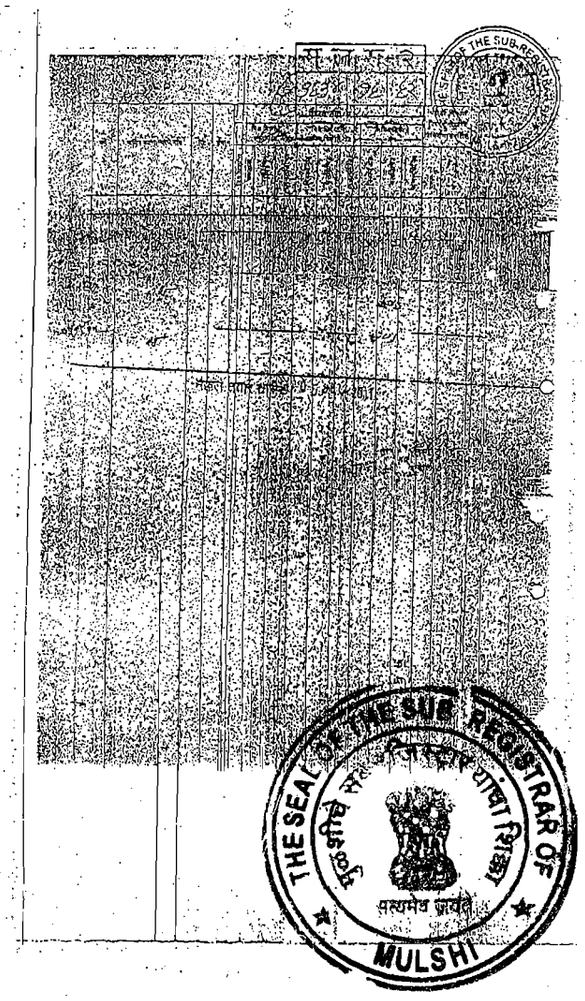

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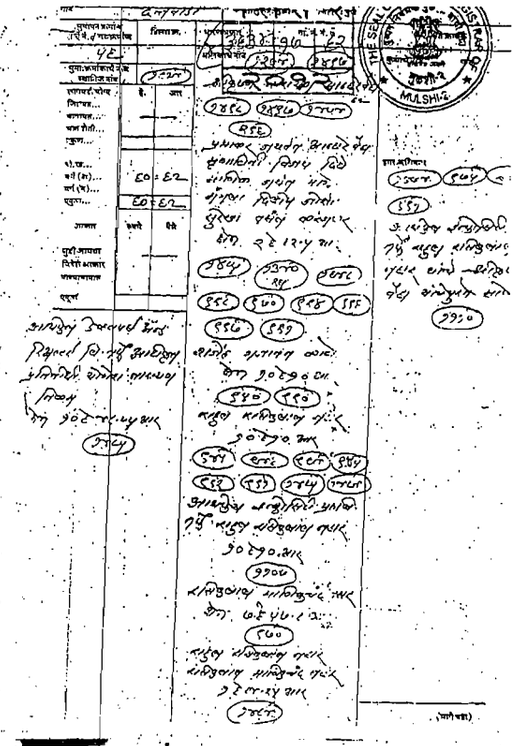

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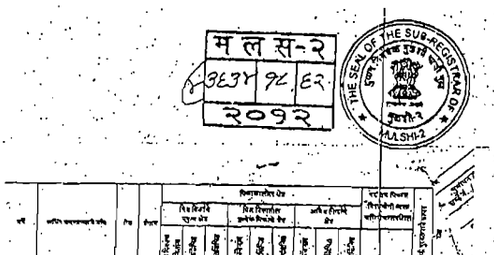

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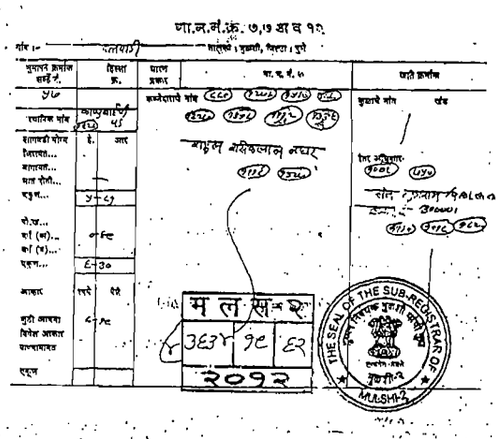

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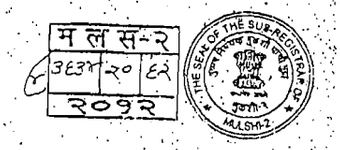


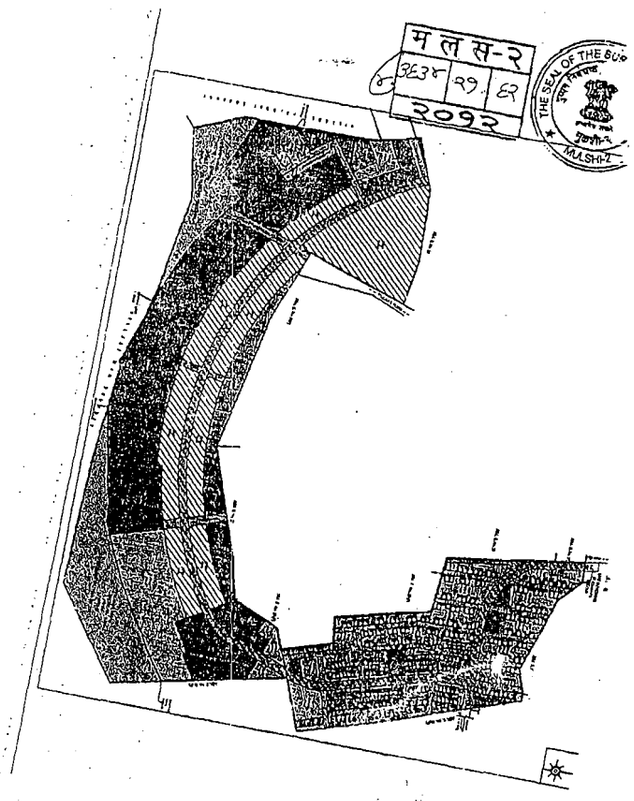
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प्रमोलगेशन होणेवर नकल तयार तारीख 12 APR 2010





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ग. न. क्र. १२

वर्ग	जमीन धारणाची पध्दत	हित	एकूण	बिनशेतीसाठी क्षेत्र													
				निवासी क्षेत्र			निवासी क्षेत्र			औद्योगिक क्षेत्र							
				निवासी वापरासाठी	औद्योगिक	अन्यवापरासाठी	निवासी वापर	औद्योगिक	अन्यवापरासाठी	निवासी वापर	औद्योगिक	अन्यवापरासाठी					
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७	१८
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तहसील तलाठी सर्कल 10 DEC 2012

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अस्सल उतारा दिला आहे तलाठी साहेब



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किंमत : रुपये ३०.००

महाराष्ट्र शासन राजपत्र

प्राधिकृत प्रकाशन

क्रमांक ३१] गुरुवार, दिनांक ३१ जुलै २००८ : श्रावण ९, शके १९३०

स्वतंत्र संकलन क्रमांक ठरविले कारणास्तव या भागाला येणारे पृष्ठ क्रमांक दिले नाहीत

भाग एक—पुणे विभागीय पुरवणी

अनुक्रमणिका

	पृष्ठे
भाग एक-शासकीय अधिसूचना, नेमणुका, पदोन्नती, इत्यादी अनुपस्थितीची रजा (भाग एक-अ, भाग-अ, भाग-ब व भाग-क यामध्ये प्रसिद्ध करण्यात आलेली आदेश सदर व्यतिरिक्त) पुणे विभागाशी संबंधित असलेले नियम व आदेश.	२५५३-२५५७
संकीर्ण अधिसूचना, नेमणुका, पदोन्नती, इत्यादी पुणे विभागाशी संबंधित असलेले.	२५५७-२५७०
भाग एक-ब (भाग ४-ग यामध्ये प्रसिद्ध करण्यात आले आहेत त्या व्यतिरिक्त) केवळ पुणे विभागाशी संबंधित असलेले महाराष्ट्र जिल्हा परिषदा व पंचायत समिति, ग्रामपंचायती, नगरपालिका, प्रादेशिक नियोजन व स्थानिक निधी लेखापरीक्षा अधिनियम या अन्वये स्थापन करण्यात आलेले व अधिसूचना.	२५७१

शासकीय अधिसूचना, नेमणुका, पदोन्नती, इत्यादी

URBAN DEVELOPMENT DEPARTMENT

Mantralaya, Mumbai-400 032

dated 8th July 2008

Maharashtra Regional and Town Planning Act, 1966

No. TPS-1807/99/CR-713/07/UD-13.—Whereas, the Government in Urban Development Department *vide* its Notification No. TPS-1895/227/CR-26/1995/UD-13, dated 25th November 1997 has sanctioned the Regional Plan for Pune District (hereinafter referred to as "the said Regional Plan") under Section 15 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the said Act") and the said Regional Plan has been came into force with effect from 10th February 1998;

and whereas, *ex per* provisions of Section 20 of the said Act, the Rules for Special Townships have been sanctioned *vide* Notification No. TPS-1804/Pune/RP/DCR/UD-13, dated 16th November, 2005 and addendum No. TPS-1804/Pune/RP/DCR/UD-13, dated 6th January 2006 (hereinafter referred to as "the said Rules");

and whereas, Government is empowered to notify the Special Township Project subject to such modifications of the Section 18 *(3)* of the said Act;

and whereas, Eiffel Infocity Pvt. Ltd., Pune has submitted the Basic Information: Locational Clearance to the *Proposed Special Township Project* at Villages Dahinivale, Kasan Taluka Mulshi, District Pune ;

and whereas, Eiffel Infocity Pvt. Ltd., Pune, have entered into Development Agreement/Power Attorney Sale-Deed with owners of the 01.20 hectares land under the *Proposed Special Township Project* and has submitted and affidavit to the effect that Development Rights have been acquired and possession of the land is with company ;

and whereas, the Environment Department and Irrigation Department has given NOC for the Special Township Project on certain conditions ;

and whereas, Government is empowered to notify the Special Township Project as per the provisions of the Section 18 *(3)* of the said Act ;

and whereas, after consulting the Director of Town Planning, Pune, Maharashtra State, the Government is of the opinion that the *Proposed Special Township Project* submitted by Eiffel Infocity Pvt. Ltd., Pune is as per the provisions of the Development Control Rules for the Special Townships.

Now, therefore, *in exercise* of the *powers conferred under Section 18 (3)* of the said Act, Government hereby notifies the Special Township Projects submitted by Eiffel Infocity Pvt. Ltd., Pune as notified Special Township Project, subject to the following conditions.—

(A) The Reservations of Public Purpose and Basic Amenities for the population to be accommodated within this Special Township shall be shown in the project and shall also be implemented and developed by the Developers at his own cost.

(B) Permission for Environmental Department of Government of India as envisaged in Environment Impact Assessment Notification, dated 14th September 2006 shall be obtained before issue of letter of intent.

(C) Conditions mentioned in Irrigation Department's Letter No. Sankirn-1007/(114/2007)/ : a (1-' dated 28th June 2007 shall be binding on the Developer.

(D) Developer shall make suitable arrangements for disposal of Solid Waste and shall be abided by provisions of Act and Rules in that behalf.

(E) Developer shall provide minimum 12 mtrs. wide accesses to the lands which are surrounded by the lands under Special Township.

(F) Drinking water facility for township shall be made by the Developer at his own cost.

(G) Public road and other public rights in the lands under project shall be kept intact.

Note.—(1) Details of the lands under the Notified Special Township Project are given in annexure 'A' appended herewith and plan showing the boundaries of the Special Township Project is given in annexure 'B' appended herewith.

(2) Details of land and plan *i. e.* annexure 'A' and 'B' shall be available for the inspection of the general public during office hours on all working days at the following offices.—

(i) The Deputy Director of Town Planning, Pune Division, S. No. 74/2, Suhaknagar, above Bank of Maharashtra, Pune-411 009.

(ii) The Collector, of Pune.

(iii) The Assistant Director of Town Planning, Pune Branch, 293, Narayan Peth, Pune-411 030.

(3) This notification is also published on Government web site at www.urban.maharashtra.gov.in

Annexure "A"

(Accompaniment to Government Notification No. TPS-1807/[illegible]-13,

Details of lands under Notific[illegible] Kasarsai, taluka Mulshi, [illegible] at Dattawadi and

Sr. No.	Village	Survey No.		Area
1	2			
1	Dattawadi	56	..	3.09
2	Dattawadi	39	..	8.07
3	Dattawadi	36	..	12.67
4	Dattawadi	38/2	..	1.70
5	Dattawadi	38/3	..	4.29
6	Dattawadi	57	..	0.30
7	Kasarsai	53	..	1.585
8	Kasarsai	54	..	7.815
9	Kasarsai	52	..	0.90
		Grand Total ..		81.20

By order and in the name of the Governor of Maharashtra,

NANDKISHOR PATIL,
Under Secretary to Government.

प्रादेशिक योजना--पुणे.

आयकेस इन्फो सिटी प्रा. लि., यांना दत्तवाडी आणि खासारसाई येथील प्रस्तावित विशेष नगर वसाहत प्रकल्प महाराष्ट्र प्रादेशीक व नगररचना अधिनियम, १९६६ चे कलम १८ (३) अन्वये अधिसूचित करण्याबाबत....

नगरविकास विभाग
मंत्रालय, मुंबई-४०० ०३२
दिनांक ८ जुलै २००८

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६

क्रमांक टीपीएस-१८०७/१९/प्र. क्र. ७१३/२००७/नवि-१३.--ज्याअर्थी, [illegible] प्रादेशिक योजना' असे उल्लेखिलेली) महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, [illegible] कलम-१५ पोटीस तरतुदीनुसार शासन नगरविकास विभागाची [illegible] २५ नोव्हेंबर १९९७ रोजी मंजूर झाली असून उक्त प्रादेशिक [illegible]

411 030...
ra.gov.in

मलस-२
३६३४ | २५ | ६२
२०१२
THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

आणि ज्याअर्थी, उक्त अधिनियमाचे कलम २० अंतर्गत तरतुदीनुसार अधिसूचना क्रमांक टीपीएस-१८०७/पुणे प्रा. यो. वि. नि. नवि-१३, दिनांक १६ नोव्हेंबर २००७ आणि पूरणवाद क्रमांक टीपीएस-१८०७/पुणे प्रा. यो. वि. नि. नि./नवि-१३, : ३ जानेवारी २००६ द्वारे विशेष नगर वसाहतीसाठीचे नियम (यापुढे "उक्त नियम" म्हणून उल्लेखिलेले) मंजूर केले ड

आणि ज्याअर्थी, उक्त अधिनियमाचे कलम १८ (३) नमूद तरतुदीनुसार विशेष नगर वसाहत प्रस्तव अधिसूचित करण अधिकार शासनाला आहेत ;

आणि ज्याअर्थी, आयकेस इन्फोसिटी प्रा. लि., पुणे यांनी शासनाचा स्वीकृत प्रस्तावी आणि खासारसाई, जिल्हा पुणे ये प्रस्तावित विशेष नगर वसाहत प्रकल्पाला लोकेशनल क्लीअरन्स मिळावे असा अर्ज सादर केला आहे ;

आणि ज्याअर्थी, आयकेस इन्फोसिटी प्रा. लि., पुणे यांनी प्रस्तावित विशेष नगर वसाहत प्रकल्पाखालील ८१.२० : जमिनिपैकी मुलयांकनी क्षपर केलेला आहे आणि जमिनीचे विकसन इतर तसेच तांत्रा स्वांध्यालके असलयाचे प्रतिज्ञापत्र फाले आले :

आणि ज्याअर्थी, आयकेस इन्फोसिटी प्रा. लि., पुणे यांच्या विशेष नगर वसाहत प्रकल्पांसाठी पर्यावरण विभाग आणि वाहत विभागाने काही अटींवर ना हरकत प्रमाणपत्र दिले आहे ;

आणि ज्याअर्थी, शासनाला, नगररचना, महाराष्ट्र राज्य, पुणे यांचेही सल्लामसलत केल्यानंतर आणि आवश्यक ती ई केल्यानंतर आयकेस इन्फोसिटी प्रा. लि., पुणे यांनी सादर केलेला विशेष नगर वसाहती प्रकल्पासंबंधीचा प्रस्ताव वियमस नियं नियमानुसार आहे आणि सदर प्रकल्प उक्त अधिनियमाचे कलम १८ (३) अन्वये अधिसूचित करण्यात यावा असे शासनाचे फाले आहे :

त्याअर्थी, उक्त अधिनियमाचे कलम १८ (३) नमूद तरतुदीनुसार प्राप्त अशातेल्या अधिकाराचये शासन आयकेस इन्फ प्रा. लि., पुणे यांनी सादर केलेला विशेष नगर वसाहत प्रकल्पात अधिसूचित विशेष नगर वसाहत प्रकल्प म्हणून पुढील अ अधिसूचित करीत आहे.

अटी

(अ) या विशेष नगर वसाहतीमध्ये सपाष्टित होणाऱ्या रोलरांऐवजी आवश्यक असणारी सार्वजनिक प्रयोजनासाठी आरक्ष आणि मूलभूत सुविधा यासाठी स्थांच्या प्रकल्पामध्ये यथोक्त आरक्षणे/प्रस्ताव दर्शवून ती विकासकाने स्वखर्चाने विकसित करा

(ब) भारत सरकारच्या पर्यावरण विभागाची Environmental Impact Assessment अधिसूचना, दिनांक १४ क २००६ नुसार स्वतंत्रपणे पर्यावरण विभागाची अनुमती Letter of Intent च्या आधी प्राप्त करून पैसे आयकास राहील.

(क) धारवंधारे विभागाच्या ना हरकत पत्रातील अटी बंधनकारक राहतील.

(ड) विकासनले प्रस्तावामुळे निर्माण होणाऱ्या ट्रॅफिक उपद्रवाची वाहतूक विटेबाटीची योग्य अर्जदारांनी स्वता जबाबदारीवर आणि महाराष्ट्र प्रदूषण नियंत्रण मंडळाच्या निकषाप्रमाणे समेत स्थासंबंधीच्या अधिनियमातील तरतुदी व नियमानुसार करणे आवश्यक राहील.

(ई) विशेष नगर वसाहतीच्या क्षेत्राने येणारे या सध्या पंचायतीच्या किंवा शासकीय जमिनीसाठी १२ मीटर रुंदी पोचमार्ग निर्माण करून उपलब्ध करून देणे आवश्यक राहील.

(फ) विशेष नगर वसाहतीसाठी विश्वासाच्या पाण्याची सुविधा विकासकाने स्वखर्चाने उपलब्ध करावी.

(ग) प्रकल्प क्षेत्राच्या जमिनीमधून जाणारे सार्वजनिक स्वरूप असणा इतर इतका शेतकीला देणेमात्र राहील.

(ह) अधिसूचित क्षेत्रात नगर वसाहत प्रयोजनासाठी जमिनीचा तपशील सोबत जोडलेला प्रपत्र 'अ' मध्ये दिलेला ४ आणि अधिसूचित विशेष नगर वसाहतीची पुढी दर्शविणारा नकाशा सोबत जोडलेला प्रपत्र 'ब' मध्ये दिला आहे.

(य) अधिसूचना क्षेत्रात नगर वसाहत प्रयोजनासाठी जमिनीचा तपशील सोबत जोडलेला प्रपत्र 'अ' मध्ये दिलेला ४ आणि अधिसूचित विशेष नगर वसाहतीची पुढी दर्शविणारा नकाशा सोबत जोडलेला प्रपत्र 'ब' मध्ये दिला आहे.

(र) अधिसूचना क्षेत्रात नगर वसाहत प्रयोजनासाठी जमिनीचा तपशील सोबत जोडलेला प्रपत्र 'अ' मध्ये दिलेला ४ आणि अधिसूचित विशेष नगर वसाहतीची पुढी दर्शविणारा नकाशा सोबत जोडलेला प्रपत्र 'ब' मध्ये दिला आहे.

(ल) अधिसूचना क्षेत्रात नगर वसाहत प्रयोजनासाठी जमिनीचा तपशील सोबत जोडलेला प्रपत्र 'अ' मध्ये दिलेला ४ आणि अधिसूचित विशेष नगर वसाहतीची पुढी दर्शविणारा नकाशा सोबत जोडलेला प्रपत्र 'ब' मध्ये दिला आहे.

(व) अधिसूचना क्षेत्रात नगर वसाहत प्रयोजनासाठी जमिनीचा तपशील सोबत जोडलेला प्रपत्र 'अ' मध्ये दिलेला ४ आणि अधिसूचित विशेष नगर वसाहतीची पुढी दर्शविणारा नकाशा सोबत जोडलेला प्रपत्र 'ब' मध्ये दिला आहे.

(श) अधिसूचना क्षेत्रात नगर वसाहत प्रयोजनासाठी जमिनीचा तपशील सोबत जोडलेला प्रपत्र 'अ' मध्ये दिलेला ४ आणि अधिसूचित विशेष नगर वसाहतीची पुढी दर्शविणारा नकाशा सोबत जोडलेला प्रपत्र 'ब' मध्ये दिला आहे.

(ष) अधिसूचना क्षेत्रात नगर वसाहत प्रयोजनासाठी जमिनीचा तपशील सोबत जोडलेला प्रपत्र 'अ' मध्ये दिलेला ४ आणि अधिसूचित विशेष नगर वसाहतीची पुढी दर्शविणारा नकाशा सोबत जोडलेला प्रपत्र 'ब' मध्ये दिला आहे.

(स) अधिसूचना क्षेत्रात नगर वसाहत प्रयोजनासाठी जमिनीचा तपशील सोबत जोडलेला प्रपत्र 'अ' मध्ये दिलेला ४ आणि अधिसूचित विशेष नगर वसाहतीची पुढी दर्शविणारा नकाशा सोबत जोडलेला प्रपत्र 'ब' मध्ये दिला आहे.

(ह) अधिसूचना

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THE SEAL OF THE SUB-REGISTRAR OF
MULSHI-2

दिनांक :-

प्रति,
मे.निलय ब.भांडेकर
तलाठी सजा मोसेकरी,
आपलेस वेबदस्तावेज सेवा केंद्र चालक,
मौजे हडशल, ता.मु, पो.पौड, ता.मुळशी जि.पुणे
पुणे - ४१२ ८०७.

विषय :- मौजे हडशल व आसपासचे, ता.मुळशी, जि.पुणे येथील प्रस्तावित नियोजित भाग एकसाठी आरक्षण (Letter of Intent) मिळणेबाबत.

संदर्भ :- आपला दिनांक ४/९/२०१८ रोजीचा अर्ज

संदर्भीय नमूद केलेले प्रस्तावित व आपल्यामार्फत, मे.पी.एम.सी. लि.पुणे या नावाने पुढे नमूद केलेला जमिनीवर प्रस्तावित नियोजित भाग एकसाठी प्रकल्प-जमीन वापरास निर्बंधनामा लागू या आशयाचा विनंती केली आहे.

महाराष्ट्र शासनाचे नगररचनेचा त्रिस्तरीकरणीय अभिप्रायाचा प्रकार : टीपीएस-१८०९/१५१४.३३ क्र.१७३/२००९/प्रति-११, दिनांक ८ मे २०१० अन्वये "आकाश इन्फ्रास्टील्ड प्रा.लि.पुणे " यांनी सादरीत केलेल्या प्रस्तावित केलेला नियोजित भाग एकसाठी प्रस्तावित केलेल्या भाग एकसाठी प्रस्तावित अभिप्रायित आरक्षण खालील प्रमाणे आहे. सदर आपलेस इन्फोटेली प्रा.लि.यांना सादर करते वेळस त्यांनी आवश्यक वेबदस्तावेज ऑन रिजस्टर्ड झे.के.ने सह दस्तम केले आहे. त्यानुसार क्रमांक (निष्पादक, भागा सरकार यांनी उपरोक्त यांनी दिनांक १४/२/२०१७ रोजीचे प्रस्तावास सादर केले आहे.

अ.क्र.	गावाचे नाव	क.क्र.	क्षेत्र (हे.आर.)
१)	हडशल्ली, ता.मुळशी	१६	३८-७१
२)	हडशल्ली, ता.मुळशी	३१	०८-७३
३)	हडशल्ली, ता.मुळशी	३६	१२-८७
४)	हडशल्ली, ता.मुळशी	३८/३	०५-२०
५)	हडशल्ली, ता.मुळशी	३८/३	०४-३१
६)	हडशल्ली, ता.मुळशी	५७	०८-३०
७)	कासारसाई, ता.मुळशी	४३	०१-५६-५
८)	कासारसाई, ता.मुळशी	५४	०७-६१-५
९)	कासारसाई, ता.मुळशी	५२	०७-९०
		एकूण	८१-२०

THE SEAL OF THE SUB REGISTRAR OF
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आपलेस वेबदस्तावेज सेवा केंद्र चालक, मौजे हडशल, ता.मुळशी, जि.पुणे यांचे आपलेसेवा/पुणे-११, दिनांक १५/१०/२०१५ रोजी नोंदणीकृत असलेले / दिलेले परवाना (Letter of Intent) नियमानुसार रद्द करणेत आले आहे. त्यानुसार अपॅरंट यांनी खालील मुद्द्यांचे पूर्तता निश्चित करणे आहे.

१) पेढ्र शासनाच्या पर्यावरण व वनविभागाकडील मंजुरीच्या पालन करणे.
२) प्रस्तावित सोसायटीची नगरविकास एकूण क्षेत्रापैकी किमान ५० टक्के क्षेत्राच्या मालमत्तापत्रकाचा / मिळकत हस्तांतरणाचे करारदस्त
३) सोसायटी सोसायटि स्थापित्यानंतर अंतिमित भोगवटा, जमाबंदीकरण व संबंधित विभागाच्या मंजुरीच्या पालन करणे.

त्यानुसार अपॅरंट यांनी सेंद्र शासनाच्या पर्यावरण व वन विभागाकडील पत्र क्र.एन्व्ही/१४१/प्र१४-अुएम-सीव, दि.०७/१२/२०१६ अन्वये पर्यावरणविषयक मंजुरीचा पालन योग्य अनुषंगाने या स्तरावर रद्द करणे आहे.

तसेच मुद्दा क्र.१ ते ३.२० मध्ये नोंदणीकृत खाली नमूद केलेल्या ७० हे.७५.८० आर क्षेत्रामध्ये सोसायटीस्तर/ विकसन हक्क प्राप्त असलेल्यांनी प्रोपगेशन सादर केले आहेत.

अ.क्र.	गावाचे नाव	क.क्र.	क्षेत्र	प्रपोज प्रोपगेशने वॉर्ड
१)	हडशल्ली	१६	३८.७१	लहान सार्वजनिक बगीचा अधिकृत मालकीचा अस्तित्वातील पेव हायमार्ग/वाहतूक आरक्षण पेव पुनर्वसनाची नियोजित जागा कम्युनिटी सेप्टिक टाकी मलनिस्सारण यंत्रणा हरितीय संरक्षक वृक्षलागवड
२)	हडशल्ली	३१	८.७७	अंतर्गत रस्ते/पोहोच रस्ता,सार्व. सांडपाणी व्यवस्था
३)	हडशल्ली	३६	३.७०	वरील प्रमाणेच सोयी पेव कम्युनिटी हॉल हायमास्ट मास्टची जागा
४)	हडशल्ली	३८/३	१.७०	पाईप ड्रेनेजचा पेव
५)	हडशल्ली	३८/३	४.२१	अतिरिक्त मलनि:सारण फायर्ड मॉनिट्री टॉवर पेव कुंपणीय भरतकाम एसटीपी प्रकल्प व्यवस्था गुणवत्ता नियंत्रण व्यवस्था पेव्हर्स ब्लॉक पेव्हिंग सार्वजनिक शौचालय पेव्हर्स ब्लॉक पेव्हिंग अग्निशमन यंत्रणा व्यवस्था पेव्हर्स ब्लॉक पेव्हिंग कॉमन शुद्ध पाण्याची
६)	वांगणी	५२	६.७०	पाईप ड्रेनेजचा पेव्हर.
७)	कासारसाई	५४/१	०.२८.५१	दिलेलेच सोयीचे वॉर्ड
८)	कासारसाई	५४/३/१	१.२१	दिलेलेच सोयीचे वॉर्ड

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१)	कासारसाई	५४/३	०.२१.५१ दिलेलेच सोयीचे वॉर्ड
१०)	कासारसाई	५४/३/१०	०.२१.५१ दिलेलेच सोयीचे वॉर्ड
११)	कासारसाई	५४/३	०.२१.५१ दिलेलेच सोयीचे वॉर्ड
१२)	कासारसाई	५४/३/२	०.२१.५१ दिलेलेच सोयीचे वॉर्ड
१३)	कासारसाई	५४/३/१	०.२७ दिलेले पत्र
		एकूण	७० हे.७५.८०

तसेच नोंदणीकृत संस्थेला त्रांत्रिकीकृत्यक सोसायटी, कामगारविभाग व संबंधित विभागाने संबंधित मंजुरीच्या आवश्यक असलेल्या बाबी करणे आहे.

सदर, मे.पी.एम.सी. यांनी वारसदार व कासारसाई ता. मुळशी येथील दि. ८/७/२०१८ चे आपल्या अभिप्रायेनुसारचे (दिनांक सेवेसंबंधी जमिनीच्या प्रस्तावित नियोजित भाग एकसाठीच्या परिपत्रक (Letter of Intent) खालील अटी व शर्तीवर देण्यात येत आहे.

१) योगायोगाचार्य वर्ग-२ च्या असोणी ऋक्कलीच,अंदेखासोणी असल्या सेवेसंबंधी स्वतंत्र, सामान्यने दिलेल्या सेवेसंबंधी जमीन, सदर सातबाऱ्यांमध्ये मुळातील सेवेसंबंधी अटींचा, मुळतरतुन कायम्यासाठी देखील. जमीन, मुळतरतुन२०१७ मालमुद्दीनुसार खरेदी सेवेसंबंधी जमीन, देवस्थान इनाम जमीन इत्यादी प्रकारच्या जमिनी सदर अभिप्रायामध्ये मुळतरतुनीसाठीच खरेदी करता येणार नाहीत.

२) सदरचे भार दिलास दिमाखदारकोस अभिमुखता क्र.टिपीएस-१८१५/१७/आरसी दि.अ.स/मुळी-११, दि. १६/१२/२००५ व क्र.टिपीएस-१८१७/प्र.क्र.३१३/०७/टी-१२, दि.०७/०७/२०८८ अन्वेत अटींचे पालन करणे अनिवार्य, बांधकाम बंधनकारक राहील.

३) पेढ्र शासनाच्या पर्यावरण व - वनविभागाकडील- २१/१-१४१/२००६-बांधाए-दि.५, दि.०७/१२/२०१६ अन्वये देण्यात आलेल्या पर्यावरण विषयक सोयीच्या अटींचे व शर्तीं अपॅरंटस सोयेत बंधनकारक राहतील.

४) जमिनीवरील सोसायटी न्यायालयाच्या दावा प्रलंबित असल्यास किंवा सक्षम अधिकृत प्रशासनाच्या दिलेले देवस्थानास राहील. '

५) सदरहू जमिन मालमूज अतिरिक्त.५१६६ चे कलम प्रथम नजीक तलुपीचे, अटींचे, शर्तीचे पालन केले दर्शविले व तसे कासारसाईचे सदर दावा केली पाहीजे.

६) मूळ सदन मालमत्ता, ५०१४ किंवा महाराष्ट्र अतिरिक्त दिलास खालचा ११६१ नजीक तलुपीमुळतर क्षेत्रफळाची अतिमुक्ति झालेली सर्वेक्षण दावा सेवेसंबंधी ११८१ ते २००१ या रोड पॉर्च मुळार संपादित / कार्यक्षेत्र प्रोक्षणी किंवा संरक्षणासाठी प्रस्तावित असलेली जमिन दिलेर सदर परवाना हस्तलिखाची घेवर देणार नाही.

७) सदरचे सेवेसंबंधी प्रतिबंद सेवेसंबंधे नियम, स्थानीक सदर झालिसाजनी सदर सेवेसंबंधे नियम, सार्वजनिक हस्तक्षेप, मुलतिबद्ध विकास, शासकरण, वर्गवारण, आरोग्य, सार्वजनिक शासन व सुरक्षितता शासनाचे आदेश, महाराष्ट्र नगररचना कायदा, मुळर्ज-व्हीज व मुंबईकरणी सारखा, महाराष्ट्र अतिरिक्त मालमूज अतिरिक्तत १९४६, नागरीक हवामानाचे अटीसंबंध ४१८० सर्वेक्षण राज्य व केंद्र शासनाने वेळोवेळी जारवी, जमिनीवरीलच्या इतर सर्व पालने व नियम यांचे पालन करणे आवश्यक राहील.

८) सदरहील, दिलेल्या सदर वनक्षेत्रीची व्यतिरिक्त रेखे शासकिय१ २ मीटर जंक्शनचे अगर दर्शित व्यतिरिक्त येणाऱ्या विद्युत वाहिनीपासून ५५ दिवसचे आत नसावी. ४

९) सोसायटीसाठी प्रोपगेशन करणारा किंवा सदरीलच्या करारना जमिनीचे पुनर्वसनाकरीता विद्युत वेगाच्या अनुषंगाने दिला वेगिवाहिक महाराष्ट्रीय असलेल्या राज्यातील व अन्य राज्य असलेल्या त्यांनी सोसायटी पुरवाना आवश्यक असलेल्या सर्वांना

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THE SEAL OF THE SUB-REGISTRAR OF मुळशीचे सह दुय्यम निबंधक यांचा शिक्का MULSHI-2

GOVERNMENT OF MAHARASHTRA
Urban Development Department,
Mantralaya, Mumbai 400 032.

CORRIGENDUM
Date – 27.04.2009

No. TPS-1807/99/CR-713/07/UD-13

Maharashtra Regional & Town Planning Act 1966

In the Government in Urban Development Department Notification No. TPS-1807/99/CR-713/07/UD-13 dated 8th July, 2008 published in MGG dated 31st July 2008 at page No.2553 to 2557, correction shall be made as follows :

	In Place of	Read
	Survey No.	Survey No.
Page No.2555 Annexure A Column No.3	56	56(pt)
	39	39
	36	36(pt)
	38/2	38/2
	38/3	38/3
	57	57
	53	53(pt)
	54	54(pt)
	52	52(pt)

By order and in the name of the Governor of Maharashtra.

(V.M. Reddi)
Under Secretary to Government

THE SEAL OF THE SUB REGISTRAR OF मुळशीचे सह दुय्यम निबंधक यांचा शिक्का MULSHI

Corrigendum-09

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THE SEAL OF THE SUB-REGISTRAR OF मुळशीचे सह दुय्यम निबंधक यांचा शिक्का MULSHI-2

पादेशिक योजना
आयफेल इन्फ्रा सिटी प्रा.लि.
यांचा दत्तवाडी आणि कासारसाई
येथील प्रस्तावित विशेषनगर वसाहत
प्रकल्प म.प्रा. व न.र.अधिनियम
१९६६ चे कलम १८(३) अन्वये अधिसूचित
करण्याबाबत शुध्दीपत्रक.

महाराष्ट्र शासन
नगर विकास विभाग,
मंत्रालय, मुंबई - ४०० ०३२
शासन निर्णय क्रमांक-टिपीएस-१८०७/९९/प्र.क्र.७१३/०७/नवि-१३
दिनांक :- २७.०४.२००९

शासन निर्णय :- सोबतची शासकिय शुध्दीपत्रक महाराष्ट्र शासन राजपत्रामध्ये प्रसिध्द करावे.

महाराष्ट्राचे राज्यपाल यांचे आदेशानुसार व नावाने,

(वि.म. रेड्डी)
अवर सचिव, महाराष्ट्र शासन.

प्रति,
विभागीय आयुक्त, पुणे विभाग, पुणे.
संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे.
जिल्हाधिकारी, पुणे..
उपसंचालक नगर रचना, पुणे विभाग, पुणे.
सहायक संचालक नगर रचना, पुणे शाखा, पुणे.
व्यवस्थापक, येरवडा कारागृह मुद्रणालय, पुणे.

(यांना विनंती करण्यात येते की, सोबतचे शासकीय शुध्दीपत्रक महाराष्ट्र शासनाच्या राजपत्राच्या भाग-१, पुणे विभाग, पुणे पुरवणी भाग-१ मध्ये प्रसिध्द करुन त्याच्या प्रत्येकी ५ प्रती या विभागास, संचालक नगर रचना, महाराष्ट्र राज्य, पुणे, जिल्हाधिकारी, पुणे, उपसंचालक नगर रचना, पुणे विभाग, पुणे, सहायक संचालक नगर रचना, पुणे शाखा, पुणे यांना पाठवाव्यात)
कक्ष अधिकारी (नवि-१३), नगर विकास विभाग, मंत्रालय, मुंबई.

त्यांना विनंती करण्यात येते की, सदर शुध्दीपत्रक शासनाच्या वेबसाईटवर प्रसिध्द करावी.

नियंत्रण अधिकारी

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वाचले : १) पी.आगफेल इंफ्रास्ट्रक्चर्स प्रा लिमिटेड तर्फे श्री.किरण ए. भ.सोनार यांचा दि.१२/०८/२०११ चा रोगनीचा अर्ज.
२)शासनाच्या नगर विकास विभागाकडील अधिसूचना क्र.टिपीएस/१८०४/पुणे/ प्रा.पो. वि.वि.नि/नवि-१३ दि.१५/११/२००५.
३) शासन निर्णय क्र.टीपीएस-१८०७/५८८८/प्र.क्र.८५३/०७/नवि/१३ दि.१५.११.२०११ चे शुध्दीपत्रक.
४) उपसंचालक नगररचना, पुणे विभाग, पुणे यांचेकडील जा.क्र.प्रा.पो. पुणे /दिशेष नगर/ मौ.दत्तवाडी/आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उर्वसुधि/४२ दि.०७/०१/२०१२.
५) जिल्हाधिकारी कार्यालय पुणे महसूल शाखा यांचेकडील पत्र क्र. पमज/एनए/एसआर/ ३५५/२००८ पुणे दिनांक ०४/०६/२०१०
६) मे.आयफेल डेव्हलपर्स लि.पुणे यांचे अर्ज-पुणे येथील विशेष नगर विकसित करणेसाठी - शासनि मंजूर प्राप्त दिनांक १९/११/२००५ च्या तिनियमातील नियम क्र.७ ही खालील पर्ण आयफेल सिटी टाऊनशिपचे रेखांकन (वृहत आराखडा) मंजुरीच्या प्रस्तावाबाबत (प्रथम सुधारीत).
(आयफेल डेव्हलपर्स अँड रियल्टर्स लि.पुणे यांचा प्रकल्प)

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THE SEAL OF THE SUB-REGISTRAR OF मुळशीचे सह दुय्यम निबंधक यांचा शिक्का MULSHI-2

सहायक संचालक नगररचना, पुणे शाखा, पुणे यांचेकडील पत्र क्र.पुशा/टेक्नि-१/कार्या/११ /२०१९ दिनांक ०३/०१/२०१९

विकृषाधिकारी पुणे

आदेश

शासन नाचे नगर विकास विभागाकडील अधिसूचना क्र.टिपीएस/१८०४/पुणे/प्रा.पो.वि.नि/नवि-१३ दि.१५/११/२००५ अन्वये पुणे जिल्ह्यासाठी विशेष नगर वसाहत प्रकल्पाबाबतचे धारण प्रसिध्द करणेत आलेले आहे. त्यानुसार शासनाच्या नगर विकास विभागाकडील अधिसूचना क्र. क्र.टिपीएस/१८०७/ ११/सीआर-७८३/ २००७/नवि-१३, दिनांक ०८/०७/२००८ नुसार व शुध्दीपत्रक दिनांक २७/०४/२००९ अन्वये मे.आयफेल डेव्हलपर्स अँड रियल्टर्स लि.पुणे यांनी मौ.दे.दत्तवाडी येथील स.नं.३६,३८/२, ३८/३, ३९, ५६, ५७ व मौजे-कासारसाई येथील स.क्र.५३/१/१,५३/१/२, ५४/१, ५४/२/१अ, ५४/२/२, ५४/३ या मिळकतीपैकी एकूण क्षेत्र ८१ हेक्टर २० आर क्षेत्र विशेष नगर क्षेत्र म्हणून महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम, १९६६ चे कलम १८ (३) अन्वये घोषित केलेले आहे. त्यानुसार शासनाचे दिनांक ०८/०६/२००९ च पत्र क्र.टिपीएस/११/प्र.क्र.७५४/०७/नवि-१३ अन्वये कंपनीच्या नावे स्थान निश्चित प्रारुपनकाशा याप्रमाणे प्राप्त झालेले आहे. अर्जदार यांनी उक्त नमूद मिळकतीवरील प्रस्तावित टाऊनशिप प्रकल्पाचा प्रथम सुधारित वृहत आराखडा (Master Plan) मंजूर करणेबाबत विनंती केली आहे. या कार्यालयाकडील आदेश क्र. पमज/एनए/एसआर/ ३५५/२००८ पुणे दिनांक ०७/०१/२०१० अन्वये यापूर्वी मंजूरी देणेत आलेली आहे.

प्रस्तुत प्रकल्पास पर्यावरण व वन मंत्रालयाकडील पत्र क्र.२१-१५३/२००६/आयए-तीन, दिनांक २७/१२/२००६ अन्वये पर्यावरणाबाबत ना हरकत दिलेले आहे. तरीच महाराष्ट्र प्रादेशिक

मंडळ, मध्य राज्य यांचेकडील पत्र क्र.मीओ/आरओ(पीसीएफ)/एसआर/एनओसी/ अटी व शर्तीस अधिन राहून मान्यता दिलेली आहे. त्याच प्रमाणे प्रदूषणाची अधिसूचना, उल्लंघनाच्या पार्श्वभूमीवर विभाग क्र.२, पुणे यांचेकडील पत्र क्र.खाउक-१/वि-[illegible] दिनांक [illegible] अन्वये व मुख्य अभियंता, जलसंपदा विभाग, पुणे यांचेकडील पत्र क्र.[illegible] ७३६१/४५६७, दिनांक ३०/०१/२००६ नुसार वार्षिक ०.१००[illegible] केलेला आहे. व २४,००,००० लिटर प्रतीदिन पाणीसंज्ञा वाढत झोन सादर केलेला आहे.

उपसंचालक नगररचना, पुणे विभाग, पुणे यांचेकडील जा.क्र.प्रा.पो. पुणे /विशेष नगर/ मौ.दत्तवाडी / आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उर्वसुधि/४२ दि.०७/०१/२०१२ अन्वये विकास निर्पेश नियमावलीच्या नियम १३ नुसार रक्कम रु.१३,०००/- एवढे छाननी शुल्काची आकारणी करणेबाबत शिफारस केलेली आहे. त्यानुसार बार्नर्सार यांनी दिनांक २८ मार्च, २०१२ रोजी पुणे कोषागार, पुणे येथे रक्कम रु.१३,०००/- शासन जमा करून चलन ना कार्यालयाकडे सादर केलेले आहे.

उक्त प्रकल्पाच्या मुळ वृहत आराखडातील मौजे जासारसाईच्या १०२८८.०० चौ.मी. क्षेत्रास अग्नापपर्यंत केंद्रशासनाच्या पे MOEF ना हरकत प्रमाणपत्र प्राप्त न झाल्याने उक्त क्षेत्र वगळून केवळ मौजे दत्तवाडी येथील ५८३४३३५.०० चौ.मी. क्षेत्राचा प्रथम सुधारित आराखडा अंतर्गत नियोजनात बदल करुन विकासकांनी मंजूरीस्तव सादर केलेला आहे.

प्रस्तावित मुळ प्रस्तावामधील नकाशा क्र. ४/४ वृहत रेखांकन नकाशा (Master Plan) यांची प्राथमिक छाननी केली असता स्थापने निदर्शनास आलेल्या प्राथमिक त्रुटींची पूर्तता करुन कंपनीने यांनी दि.०३/०१/२०११ रोजी प्राप्त स्वरुपात सुधारित नकाशे व बंजोबेजो आवश्यक असलेली कागदपत्रे उपसंचालक, नगररचना, पुणे विभाग, पुणे यांचे कार्यालयास सादर केली आहेत. दिनांक १३/१२/२०११ रोजी कंपनीकडून अंतिमतः प्राप्त प्रथम सुधारित नकाशांची सविस्तर छाननी केली असून त्यास या सुधारित वृहत रेखांकन नकाशाच्या हिरव्या रंगाने दर्शविलेल्या किकाळ दुरुस्तीस अधिन राहून तसेच घोषित/अधिसूचित क्षेत्रास लागू असलेल्या विनियमअंतर्गतच्या अटी व शर्तीस अधिन राहून शासनाकडील दि. १६/११/२००५ चे अधिसूचनेतील नियम क्र. ७ क्र. अन्वये प्रस्तावित जमीन वापर वृहत आराखड्यास (प्रथम सुधारित) (नकाशा क्र. ४/४) तात्पुरत्या स्वरुपात तात्वतः मंजूरीसी शिफारस करणेत आलेली आहे.

त्यानुसार उपसंचालक नगररचना पुणे यांनी यांचेकडील पत्र क्र. जा.क्र.प्रा.पो. पुणे /विशेष नगर/ मौ.दत्तवाडी / आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उर्वसुधि/४२ दि.०७/०१/२०१२ अन्वये शासनाकडील दि.१६.११.२००५ चे अधिसूचनेतील नियम क्र. ७ या अन्वये एकत्रीकरण नकाशास प्रथम सुधारीत वृहत आराखड्यास (Master Plan) (नकाशा ४/४) तात्पुरत्या स्वरुपात मंजूरीची शिफारस केलेली आहे. अर्जदार यांनी उपसंचालक नगररचना पुणे यांना शिफारस पत्रातील विकासकांवर बंधनकारक करण्यात आलेल्या अटी व शर्ती बंधनकारक असल्याबाबत १००/- रुपयाच्या स्टॅम्पपेपरवर हमीपत्र दिलेले आहे.

विशेष नगर वसाहतीच्या मंजूर विनियम नगरीय ७(डी)(1) नुसार कंपनीने पायामूल तेरा मुलिच्या विकास कामांच्या पेमेन्ट-या खर्चाच्या १५% बँक गॅरंटी रक्कम रुपये १०,१५,००,०००/-ची अर्जदार कंपनीकडून पेमेंट आवश्यक होती. त्या पैकी अर्जदार कंपनीने रक्कम रुपये २७,५०, ०००/-ऑथिरिटन बँक ऑफ कॉमर्स शाखा पुणे दिनांक १९.५.२०१० व रुपये ४,७५,५०,०००/-एकत्रीकी सीरीएन्टल बँक ऑफ कॉमर्स शाखा पुणे यांचेकडील दि.१.१.२.२०१० रोजीची अशी एकूण रक्कम रुपये ५,१५,००,०००/-बँक गॅरंटी अर्जदार कंपनीने यापूर्वी सादर केलेली आहे. उर्वरीत रक्कम रु.५,१४,००,०००/- ची ऑथिरिटन बँक ऑफ कॉमर्स या बँकेच्या पुणे कॅम्प शाखेकडील दि. ०१/०३/२०१२ रोजीची रक्कम रु.५,१४,००,०००/- ची बँक गॅरंटी अर्जदार कंपनीने सादर केलेली आहे. अर्जदार कंपनीने सादर केलेली वरील एकूण रक्कम रु. १०,१९,००,०००/- ची बँक गॅरंटी स्वीकारली आहे.

प्रस्तुत प्रकरणी शासनाकडील [illegible] ये अन्वये पाठविलेल्या निर्णयानुसार, अन्वये मंजूर झालेल्या अधिकारानुसार जिल्हाधिकारी, पुणे यांना प्राप्त एल्पमेंट अथॉरिटी पी जिल्हाधिकारी पुणे, विलास देसपुख, मौजे रहाटवडी आणि कासारसाई ता. मुळशी येथील जमीनीवर मे.आयफेल डेव्हलपर्स ऑन्ड रियल्टर्स लि.चे. पुणे, यांनी प्रस्तावित केलेल्या आयफेल सिटी टाऊनशिप बायतच्या बांधकाम नकाशास उपरोक्षांकित नगररचना पुणे यांनी स्वयंस्पष्टीकरणे पत्र क्र.जा.क्र.का.प्र.यो. पुणे /विशेष नगर/ मौ.रहाटवडी / आयफेल सिटी-हिंजवडी टाऊनशिप /पृष्ठ क्रमांक३ (प्र.सू/ठरावपुवि/४२ दि.०७/०१/२०१२ यांनी केलेल्या शिफारशीतील अटी व शर्तीस अधिन राहून व खाली नमूद अटी व शर्ती बंधनकारक ठेवून मंजूरी देत आहे.

अटी व शर्ती:-

१) विषयांकीत प्रकरणी कंपनीने प्रस्तावित नगर वसाहत प्रकल्पाखालील जमिनी विकत घेतलेल्या आहेत. तर काही मालकांशी करार केलेला आहे आणि काही जमिनीचे विकसन हक्क तसेच हाता त्यांच्याकडे आहे. कंपनीने दि.२७/२/२००८ रोजी शासनास सादर केलेल्या लोकेशनल विनअरल्स प्रस्ताव्ये मी दस्तावेजी व कासारसाई येथील प्रस्तावित प्रकल्पाखालील सुमारे ८१.२० हे जमिनीचे विकसन हक्क त्यांचेकडे प्राप्त असल्याचे कळविले आहे. असे शासनाकडील दि. ८/१/२००९ रोजीचे पत्रावरुन दिसून येते. तसेच दि.०८/०७/२००८ रोजीच्या अधिसूचनेप्रमाणे तसेच प्रतिज्ञापत्र कंपनीने सादर केलेले असल्याचे नमूद आहे. विषयांकीत प्रकरणी मौजणी खात्याकडून अर्जदार कंपनीच्या विकसन करारपत्रानुसार/संपत्ती पत्रानुसार साध्यातील जागेच्या हद्दी त्या जागांचे सर्वे नंबर, हिस्से नंबर नमूद करुन शासन अधिसूचनेप्रमाणे प्रमाणित करणेत आलेल्या अहेत या अधिकृत मोजणी नकाशानुसारची कलम शासन अधिसूचनेप्रमाणे प्रमाणित करणेत आलेल्या आहेत. या अधिकृत मोजणी नकाशानुसारची (मौ. रहाटवडी मौ.नं. १६४/१०, १६५/१०, १६८/१० मोजणी दि. १६/२/२०१० व मौ. कासारवाई मौ.नं. १४९/१० ते १७४/१० दि. १६/२/२०१० यादोन) प्रकल्प क्षेत्राची हद्द आधारभूत धरुन व त्यास अनुसरुन तपासणी फलन सदरह शिफारस करणेत येत आहे. अर्जदार कंपनीने त्यांचे ताब्यात असलेल्या जमिनीचे क्षेत्र ८१.८३४ हेक्टर एवढे नमूद केले आहे. कंपनीने अधिसूचनेतील क्र. नं. १६ चे तुर्त वृहत आराखड्यासाठी विचारात घेतलेले नाही. त्याप्रमाणे नकाशात्यचे सर्वे नंबर निहाय दर्शविलेले क्षेत्र याआधारे एकत्रिकरणाचे क्षेत्र ६८.४४१५ हेक्टर इतके पुर्ती प्रस्तावित केले होते. आता उक्त क्षेत्रातून मो. कासारसाई ते. १०.२७८ हे क्षेत्र

निर्णयान्वये उगळण्याचे कंपनीने प्रस्तावित केलेले आहे. प्रस्तावित [illegible] वृहत आराखड्याचे अंतीमतः ५८.४३३५ हे इतके क्षेत्र प्रस्तावित केलेले आहे.

२) कंपनीकडे छोटी खातदारे/कारांदारे/ कुलमुखत्यारपत्रधारे यांनी खरेदी केलेली सर्वांचे नांव खालील क्षेत्राबाबत सर्वे नंबर निहाय कागदपत्रे, इतरेजिम, [illegible] टाऊनशिपच्या नियमावलीतील नियम क्र.७ ही मध्ये नमूद केल्याप्रमाणे सादर करणे बंधनकारक आहे. ही कार्यवाही आपल्या स्तरावर झाल्यानंतर ५८.४३३५ हे क्षेत्राच्या प्रस्तुतच्या प्रथम सुधारित वृहत आराखड्यास आपणाकडून अंतीम मंजूरी देणेत यावी. तसेच सदर एकत्रय क्षेत्रात अंतर्भूत होत असलेल्या सर्व जमिनींच्या ७/१२ खात्यावर पर्स आयफेल सिटी टाऊनशिप म्हणून नोंद होणेची कार्यवाही करणे आवश्यक आहे.

३) मंजूरीची शिफारस केलेल्या प्रकल्प क्षेत्राच्या हद्दीच्या व क्षेत्राची मोजणी खात्याकडून प्रायस जागेवर मोजणी होऊन त्याबाबत प्रमाणिकरण करुन घेणे आवश्यक राहील. अशा मोजणीअंती कायम व प्रमाणित केलेल्या हद्दी व क्षेत्राविषयक तपशिल नमूद असलेला असा एकत्रिकरणाचा प्रमाणित मोजणी नकाशा कंपनीने जिल्हाधिकारी पुणे यांचेकडे व या कार्यालयास सादर करणे बंधनकारक राहील.

४) वरील मुद्दा क्र. ३ मध्ये नमूद फेल्यानुसार एकत्रिकरण नकाशास आणि सदर नियोजीत प्रथम सुधारित वृहत आराखडयास आपणाकडून अंतिम मंजूरी मिळाल्यानंतर सदर वृहत आराखड्यात दर्शविलेल्या सर्व भूधारकांची/सेक्टरची प्रत्यंत जागेवर मोजणी व आखणी करुन त्यास मोजणी खात्याकडून प्रमाणिकरण करुन घेणे आवश्यक राहील व त्यानुसार महसूल अभिलेखात नोंदी सुधारित करणे आवश्यक राहील. सदर क्षेत्रातील परिस्थितील रेखांकनामधील ५०% ग्रीन स्पेसची जागा (Green Space) सुनिश्चित क्षेत्र, सार्वजनिक वापरासाठीचेने प्रस्तावित क्षेत्र १०% खुली जागा इ. रेखांकन नकाशामध्ये (वृहत आराखड्यामध्ये) नमूद असलेल्या क्षेत्रापेक्षा कमी होता कामे, त्याची मोजणी कारतना हद्दी व्यापन करताना व अभिलेखात नोंद करताना योग्य ती खबरदारी मोजणी खात्याने व विकासक कंपनीने घेणे आवश्यक राहील.

५) विशेष नगर विकसित अरणेकवत शासन मंजूर दि. १६.११. ०५ चे विनियमाचे आधारे प्रस्ताव कंपनीने सादर केलेला असल्याने सदर विनियम व त्यामध्ये वेळोवेळी सुधारित करणेत येणाऱ्या सर्व नियमांचे, निर्देशांचे व सूचनांचे पालन करणे कंपनीवर बंधनकारक राहील.

६) शासनाच्या नगर विकास विभागाकडील शासन निर्णय क्र. टीपीएस-१८०७/१२/सीआर-७१३/ ०७/नवि-१३ दिनांक ८/७/२००८ व शुध्दीपत्रक दि. २७/४/२००९ अन्वये सदर प्रकल्पास अधिसूचित विशेष नगर वसाहत प्रकल्प म्हणून काही अटींसापेक्ष महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम १९६६ चे कलम १८(३) अन्वये मान्यता दिलेली आहे या शासन निर्णयामधील सर्व अटींची / शर्तींची तसेच लोकेशन विनअरल्स व सेक्टर ऑफ इंटेट मध्ये नमूद सर्व अटी / शर्तींची पुर्तता करणे कंपनीवर बंधनकारक आहे व राहील. त्याप्रमाणे प्राप्त परिस्थिती फेंट शासनाच्या पर्यावरण व वन मंत्रालयाकडील (MOEF) दि. २७/८/२००८ रोजीचे नाहरकत प्रमाणपत्रातील अटी व शर्तींची पुर्तता करणे बंधनकारक राहील व याबाबत सर्वस्वी जबाबदारी कंपनीची राहील. मौजे कासारसाईच्या १०.२७८ हे क्षेत्रासाठी MOEF चा नाहरकत दाखला प्राप्त करुन घेण्याची कार्यवाही कंपनीने करणे बंधनकारक राहील. त्याशिवाय उक्त क्षेत्राचा समावेश प्रकल्पात करता येणार नाही.

७) मौजणी खात्याकडून वरीलप्रमाणे मंजूरीच्या रेखांकनाबरत खातजमा करणेत आल्यानंतर जर त्यामध्ये जागेच्या / प्रस्तावित रस्त्यांच्या / भूतळाच्या हद्दीत बदल झाल्यास / अस्तित्वात आल्यास मौजणी खाते प्रमाणित करुन त्या हद्दीनुसार / क्षेत्रानुसार वृहत आराखडामध्ये योग्य ते बदल / सुधारणा करुन असे सुधारित नकाशे जिल्हाधिकारी पुणे यांचेकडे फेर सादर करणे व त्यास रितसर अंतिम सुधारित मंजूरी प्राप्त करुन घेतल्यानंतर कंपनीस प्रकल्पातील त्या त्या सेक्टरमध्ये भूतळामध्ये बांधकाम विकासायोग्य नकाशाना परवानगी मागता येईल. याबाबत स्पष्ट कल्पना

[illegible] यांचेकडून करण्यात येईल तरीच त्यासाठी येणारा खर्च कंपनीस सोसावा लागेल. तसेच [illegible] आदेशात नियम ८ नुसार स्पष्टपणे अट नमूद करण्यात आली आहे.

९) सदर विशेष नगर विकास प्रकल्पामध्ये प्रस्तावित निर्माणकार्यासाठी व MOEF कडील मंजूरी हरकत पत्रानुसार तसेच अट क्र. ७ मध्ये नमूद केल्यानुसार कंपनीस [illegible] नाहरकत प्रमाणपत्रानुसार येणाऱ्या सर्व अटी व शर्तींनुसार एकोफ्रेंडली सुविधांचा अभिलेख तयार करणे कामे ऑमिनिटी पुरविणे व त्या प्रस्तावित करणे तसेच त्यांची प्रत्यक्षात कार्यवलजावणी करणे कंपनीवर बंधनकारक राहील व अनुपंगाने कंपनीने हमीपत्र दिलेले आहे. ते कंपनीवर बंधनकारक राहील.

१०) कंपनीने Fire Advisor, Government of Maharashtra यांचेकडून अंशतः प्रस्तावित प्रकल्पास नाहरकत प्रमाणपत्र प्राप्त करुन घेतलेले नाही. सदर प्रकल्प क्षेत्राकरीता असे नाहरकत प्रमाणपत्र प्राप्त केल्याशिवाय प्रस्तुत क्षेत्रात १५ मी पेक्षा जास्त उंचीच्या इमारती अनुज्ञेय होणार नाहीत तसेच प्रकल्प क्षेत्रात प्रस्तावित केलेल्या अग्निशम केंद्राच्या स्थानास Fire Advisor, Government of Maharashtra यांची मान्यता घेणे आवश्यक राहील व तद्नंतर अंतरा फावर स्टेशनचा Fire Advisor, Government of Maharashtra यांचे सविस्तर व सुधारीसूर विकास करणे कंपनीवर बंधनकारक राहील.

११) Sewage treatement plant, solid waste compositing plant, land fill site चे स्थलनाबाबत व अन्य सविस्तर तांत्रिक बाबी अनुषंगाने महाराष्ट्र प्रदुषण नियंत्रण मंडळ केंद्र शासनाचे वन व पर्यावरण मंत्रालयाचे मान्यतेसाठी जरुर ती कागदपत्रे व आकार सादर करणे व त्यांचे मंजूरी घेणे विकास कंपनीवर बंधनकारक आहे व त्या मंजूरीनुसार सदर सेटा सुविधा कंपनीस त्यांच्या खर्चाने विकसित करणे बंधनकारक राहील.

१२) Municipal Solid Waste, (Management and Handling) Rules २००० चे तरतुदीनुसार कचरा डेपो (Land fill site) चे स्थानास महाराष्ट्र प्रदुषण नियंत्रण मंडळ केंद्र शासनाचे वन व पर्यावरण मंत्रालय व जिल्हाधिकारी पुणे व घनकचरा व्यवस्थापन समितीची मान्यता आवश्यक राहील. प्रस्तावित स्थानास अशी मान्यता प्राप्त न झाल्यास योजना क्षेत्रामध्ये मंजूर रेखांकनात महाराष्ट्र प्रदुषण नियंत्रण मंडळ व जिल्हाधिकारी पुणे यांच्या मान्यतेने अन्य सुयोग्य ठिकाणी कचरा डेपो (Land fill site) प्रस्तावित करणे व घनकचरा व्यवस्थापनाकरीता आवश्यक ती योजना उभारणे कंपनीवर बंधनकारक राहील व त्यानुसार जागेचे रेखांकन कंपनीस सुधारित रितया पुन्हा आवश्यक त्या बदलासह मंजूर करुन घेणे बंधनकारक राहील.

१३) प्रस्तावित जमीन वापरात नकाशा (वृहत आराखडा) मंजूरीनुसार Water distribution layout ची आखणी करुन घेणे, पाणी पुरवठ्याच्या रेखांकनाची तसेच Reservoir rain water harvesting system recylying system व त्यातील इतर तांत्रिक बाबींकरीताची छाननी महाराष्ट्र जीवन प्राधिकरणाकडून किंवा शासनाच्या संबंधीत विभागाकडून करुन घेणे संयुक्तीक राहील व त्यानुसार Water Distribution lines टाकणे वा त्या अनुषंगाने इतर विकास कामे कंपनीवर बंधनकारक राहील.

१४) पावसाळी पाणी निचरा (Drainage layout / surface drain / storm water management plan ची आखणी करुन घेणे व याची छाननी महाराष्ट्र प्रदुषण नियंत्रण मंडळाकडून सर Drainage layout पसील वाईज लांबीचे Desing, material इत्यादी तांत्रिक मुद्यांकरता छाननी महाराष्ट्र जीवन प्राधिकरणाकडून किंवा शासनाच्या संबंधीत विभागाकडून करुन घेणे संयुक्तीक राहील व त्यानुसार Drainage line टाकणे व त्या अनुषंगाने इतर विकास बंधनकारक राहील तसेच प्रकल्पामधील Unused treated water शिल्लक राहिल्यास त्याबाबत स्वतंत्र व्यवस्था करणे कंपनीवर बंधनकारक आहे.

१५) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

१६) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

१७) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

१८) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

१९) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

२०) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

२१) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

२२) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

२३) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

२४) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

२५) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

२६) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

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३०) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

३१) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

३२) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

३३) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

३४) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

३५) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

३६) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

३७) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक यांची कोणतीही जबाबदारी राहणार नाही.

३८) प्रकल्पाअंतर्गत सर्व अंतर्गत रस्ते, पाणी पुरवठा योजना, ड्रेनेज सिस्टीम, विद्युतीकरण, दिवाबत्ती व्यवस्था, सार्वजनिक सुविधा, सुशोभीकरण, वृक्षारोपण, संरक्षक भिंत, सुरक्षा व्यवस्था, अग्निशमन व्यवस्था, पर्जन्य जलवाहिनी, सांडपाणी व्यवस्थापन, घनकचरा व्यवस्थापन, पाणी पुरवठा व्यवस्थापन, इत्यादी सर्व सोयी सुविधा विकासकाने स्वखर्चाने करणे बंधनकारक राहील. सदर सुविधांची देखभाल दुरुस्ती विकासकाने न केल्यास त्याबाबत संबंधीत सोसायटी / असोसिएशन / ग्राहक

२३)मंजूर होणाऱ्या प्रस्तावित जमीन वापर नकाशानुसार (वृहत आराखडा) त्यातील सेक्टरनिहाय इमारतींचे नियोजन करताना टाऊनशिपच्या नियमावलीत नमूद मुलार किपान १ भो ठेवीचे अंतर्गत रस्ते प्रस्तावित करणे आवश्यक व बंधनकारक राहील.

२४) सेक्टरनिहाय इमारतींचे नियोजन करताना सर्वसाधारण निकषानुसार [illegible] प्रस्तावित विकास नियंत्रण नियमावलीतील नियम क्र. ५ मध्ये नमूद केल्याप्रमाणे [illegible] ठेवीचे अंतर्गत रस्ते व [illegible] बंधनकारक राहील.

२५) मंजूर प्रादेशिक योजनेतील पुणे मुलार शहर एनाली दिघी [illegible] परिस्थितीत अनुज्ञेय आहे. [illegible] नियम क्र. ५ मध्ये नमूद केल्याप्रमाणे [illegible] यांचेकडून प्रथम नकारो हानगी करून घेवून ना हरकत प्रमाणपत्र प्रस्ताव [illegible] करून घेणे आवश्यक राहील व तसेच नाकलात पत्र व नकाशे विकास प्रस्तावासोबत या कार्यालयाकडे सादर करणे अनिवार्यपणे बंधनकारक राहील.

२६)नियम क्र. ३७ नुसार प्रकल्प क्षेत्रातील Ground Water वगळता नागरिप्रतिबंधक उपाययोजनेकरीता रहाणारे पाणी व वाणीचा कामासाठी लागणारे पाणी वगळता रोजच्या पाण्याच्या आवश्यकतेप्रमाणे संबंधीत W..ter supply authority कडून कमीत कमी २२६२.०० cum day (२.२६ एमएलडी) प्रतिदिन पाणी पुरवठ्याबाबत ठाम कॉपिफाय (Firm commitment) प्राप्त होणे आवश्यक आहे. प्राप्त परिस्थितीत ५,५७,००० लिटर प्रति दिन म्हणजेच आवश्यकतेच्या २५ टक्के इतकेच क्षमतेचे पाणी पुरवठा करण्याबाबत दिनांक ३०/१/२००९ रोजीचे पत्रान्वये मुळा अभियंता जलसंपदा विभाग पुणे यांच्याकडून प्राप्त झाले आहे. रुबथ एकूण २२६२८८० लीटर प्रतिदिन (२.२६ एमएलडी/प्रतिदिन) कडून घेणे तसेच पत्र रेखांकन नकाशा मंजूरीपूर्वी जिल्हाधिकारी यांच्याकडे सादर करणे कंपनीवर बंधनकारक राहील. रेखांकन नकाशास अंतिम मंजूरी देणेपूर्वी उपलब्धतेची पाणी उपलब्धता करून घेणेबाबतच्या पूर्ण अनुषंगाने जिल्हाधिकारी पुणे यांनी आवश्यक ती मार्गदर्शी कंपनीकडून प्राप्त करून घेवून त्या अनुषंगाने जादा ती रहातरच्या नेरुन्यानंतरच प्रकल्पास अंतिम मंजूरी देणेची कार्यवाही जिल्हाधिकारी पुणे यांनी करणे आवश्यक व बंधनकारक राहील. तसेच एकूण टाऊनशिपकरीता आवश्यक पाणी २.२६ + ०.४ (अग्निप्रतिबंधक उपाययोजना व वाणीचा कारीत:) असे एकूण २.३० एमएलडी / प्रतिदिन म्हणजेच २३००००० लिटर Cum/day या आवश्यक पाण्याच्या गरजेच्या दिडपट पाणी साठवणूक करणेची सोय करणे कंपनीवर बंधनकारक राहील.

२७) नियम १.१ (सी) नुसार आपफेल डेक्कनर्स अँड रियल्टर्स लि. कंपनीस सदर प्रकल्पकरीता विज पुरवठ्याबाबत महावितरण कंपनी (MSEDC LTD) कडून दिनांक ७/१/२०१० रोजी विज पुरवठा मागणीनुसार करता येईल असा स्वरुपाचे पत्र प्राप्त आहे. नियम क्र. १.१ (सी) नुसार प्रकल्पाकरीता आवश्यक वीज पुरवठा तपशिल व महावितरण कंपनीकडून त्यानुसार नेमका किती विजपुरवठा करण्यात येईल याबाबत महावितरण कंपनी (MSEDC LTD) कडून हाय वोल्टेजची (firm commitment) अनुषंगाने पत्र कंपनीने सदर रेखांकना अंतिम मंजूरी देणेपूर्वी प्राप्त करुन देणे व जिल्हाधिकारी, पुणे यांचेकडे सादर करणे आवश्यक राहील त्याची सर्वस्वी जबाबदारी कंपनीची राहील.

२८)महाराष्ट्र प्रदुषण नियंत्रण मंडळ, केंद्र शासनाचे वन व पर्यावरण मंत्रालय, जलसंधारण विभागाकडील प्राप्त ना हरकतपत्र व तसेच Fire Advisor, Government of Maharashtra यांचेकडील प्राप्त होणाऱ्या [illegible] पूर्तता विकासक कंपनी व त्यांचे संबंधीत सल्लागार [illegible] या कार्यालयास सादर करणे तसेच या कार्यालयीन पूर्तता होत नाही किंवा करो [illegible] निर्देशानुसार पुढील [illegible] निर्णय मंडळाकडून घेतलेली लागू [illegible] व [illegible] बंधनकारक राहील.

२९)नियम क्र. ५.२ नुसार प्रकल्प क्षेत्राचा प्रस्तावित ५०% इतके शेत्र (Green Space) हे क्षेत्र जाणासरणी सार्वजनिक वापराकरीता खुले ठेवणे कंपनीवर बंधनकारक आहे. सदर क्षेत्र बोजारहित स्वरुपात ठेवणे आवश्यक आहे या क्षेत्रामध्ये [illegible] कोणतेही अपारा स्वरुपाचे बांधकाम करता येणार नाही. यामध्ये [illegible] संबंधीत कंपनीकडून प्राप्त करून घेणे आवश्यक राहील या क्षेत्रामध्ये [illegible] करणेचा आहे. या क्षेत्रात शहर स्तरावरील खुल्या/सार्वजनिक सुविधा [illegible] दर्शविलेप्रमाणे विकसित करता येतील.

३०)बृहत आराखड्याच्या प्रकल्प क्षेत्रात नियम क्र. [illegible] जागेतारिखात प्रत्यक्ष प्रस्तावित निवासी व वाणिज्य वापर [illegible] खुल्या जागा १० टक्के परावर्तित करावयाच्या आहेत व त्या जागा त्या करीताच उपयोगात आणणे विकासक कंपनीवर बंधनकारक राहील.

३१)नियम क्र. २ (१) मे २ (एक), २ (एच), २(आय) हे शासनाच्या महसूल विभागाशी व इतर विभागांशी संबंधीत असून त्यासंदर्भात आवश्यकतेप्रमाणे संबंधीत विभागांशी संपर्क साधून व त्यांचे अभिप्राय घेऊन योग्य तो निर्णय घेणेत यावा. नियम क्र. २ (जी) हा छाननी फी बाबत आहे. नियम क्र. २७ नुसार अधिसूचित क्षेत्रपैकी प्रथम सुधारित वृहत आराखड्यात अंतर्भूत असलेल्या ५८.४३२५ हेक्टर (ठोंगर माथा ठोंगर उतार क्षेत्र वगळून) या संपूर्ण क्षेत्रासाठी सकृपिक आकारणी करणे आवश्यक आहे. पुणे प्रादेशिक योजना दोन्हातील १० कि.मी. परिसरकरीता दि. २८/८/२००९ रोजी केलेल्या त्या अधिसूचनेनुसार विशेष नियमांचा समावेश प्रादेशिक योजनेच्या विकास नियंत्रण नियमावलीमध्ये करण्यात आलेला आहे. सदर विकास नियंत्रण नियमावलीच्या तरतुदी टाऊनशिपकरीता काही अंशतः वगळता आलेला आहे. सदर विकास नियंत्रण नियमावलीच्या तरतुदी टाऊनशिपकरीताही काही अंशतः वगळता लागू आहेत. यातील नियम क्र. १३ नुसार रु. १३०००/- इतकी छाननी फी (पुणे महानगरपालिका विकास नियंत्रण नियमावलीनुसार) आकारणे बंधनकारक राहील. सदर फीच्या परण सहाय्यक संचालक, नगर रचना, पुणे शाखा, पुणे यांचेकडे संबंधीत लेखाशिर्षाखाली भरत तसी पावती रेखांकन मंजूरीपूर्वी सादर करणे कंपनीवर बंधनकारक होते. त्यानुसार अर्जदार यांनी दिनांक २७/०३/२०१२ रोजी सदरची रक्कम शासन जमा करून चलन या कार्यालयाकडे सादर केलेले आहे.

३२)प्रत्यक्ष सेक्टरचे / प्लॉटचे रेखांकन करताना त्यामध्ये वृहत आराखड्यात वाहनतळाकरीताच्या प्रस्तावित टाऊन हॉलल सुविधा व्यतिरिक्त नियमानुसार सार्वजनिक वाहनतळ सुविधा Occupiers parking + visitors parking आवश्यकतेनुसार स्वतंत्रपणे प्रस्तावित करणे बंधनकारक राहील.

३३)विशेष नगर विकसित करणेकामी शासन मंजूर विनियमावलीचे नियम क्र. ५.३ (iv) नुसार (प्रति हेक्टरी ४०० झाडे) सर्व प्रकारच्या वृक्षांची लागवड करून त्याची देखभाल, संवर्धन करणे विकासक कंपनीवर बंधनकारक राहील तसेच नियम क्र. ५ (iii) नुसार प्रकल्प पूर्णत्वाच्या वेळेस याबाबत खातरजमा पत्र विभागाकडून करुन घेणे बंधनकारक राहील. त्यास अनुसरुन प्रकल्प अहवालात वृक्ष लागवडीचे सुयोग्य नियोजन दर्शविणारा नकाशा सादर करणे कंपनीवर बंधनकारक राहील.

३४) प्रस्तावित जमीन वापर आराखड्यास (वृहत आराखड्यास) अंतीम मंजूरी, सिध्दांपनानंतर त्यानुसार प्रस्तावित रस्त्यांने किंवा विकासने बाधीत होणाऱ्या कोणत्याही वृक्षांच्या संदर्भात कंपनीने जिल्हाधिकारी पुणे यांना देणे व त्या वृक्षतोडीबाबत अपवा वृक्षांचे स्थलांतरणे करुन जतन करणेबाबत जिल्हाधिकारी पुणे यांची पूर्व परवानगीने घेणे कंपनीवर बंधनकारक राहील.

३५) विशेष नगर विकसित करणेचा शासन मंजूर विनियमावलीत नियम क्र. ७ जो नुसार सदर प्रस्ताव कंपनीने शासन केला असल्याने सदर विनियम कंपनीवर बंधनकारक असून ते कंपनीस मान्य आहेत. त्यानुसार कंपनी विकास करावयाचा आहे. यातील नियम क्र. ८ नुसार योजनेची अंमलबजावणी पूर्णत्वाबाबत कंपनीकडून आवश्यक ती पूर्तता करुन कार्यवाही करणेत येईल असे

३६)नियम क्र. ५.१ नुसार प्रकल्प क्षेत्रात [illegible] ठेवीचे अंतर्गत रस्ते व [illegible] बंधनकारक राहील.

३७) अनुज्ञेय चटई निर्देशांक प्रथम सुधारित वृहत आराखड्यामधे कंपनीचे एकूण क्षेत्र मोजणी खात्याकडील प्रमाणित मोजणी नकाशा आधारेच हदीनुसार एकत्रिकरणाच्या नकाशावर नमूदप्रमाणे ५८.४३२५ हे. इतके आहे. नियमानुसार यातील ठोंगर माथा ठोंगर उताराचे क्षेत्र ८१४५६ चौ.मी. चटई क्षेत्रकरीता विचारात घेतलेले नाही. यापर कोणतेही बांधकाम अनुज्ञेय होणार नाही. चटई क्षेत्र परिगणित करणेसाठीचे क्षेत्र ५०.८७७१ हेक्टर च्या ५०% म्हणजेच २५.४३९५ हेक्टर एवढेच बांधकाम क्षेत्र केजीस अनुज्ञेय राहील. वृहत आराखड्यानुसार नकाशा क्र. ४/४ वर शादर केलेल्या क्षेत्र विवरण तकत्यामधे प्रस्तावित चटई क्षेत्र निर्देशांक व त्यानुसार प्रस्तावित बांधकाम क्षेत्र (Floor Area) नमूद आहे. सदर तपशिल हा रविसार नियोजनानंतर सविस्तर मोजणी नंतर कायम हददार असल्याने सदरिल्हील तो अंतीम स्वरुपाचा आहे. गृहप्रकल्प आकारमान, क्षेत्रफळ व त्यामध्ये-सविस्तरपणे नियोजित कमीत कमी रेखांकन/बांधकाम परवानीला सदर क्षेत्रास लागू विकास नियंत्रण नियमावलीमधील तरतुदी विचारात घेवून जोडके बांधकाम/चटई क्षेत्र निर्देशांक अनुज्ञेय होईल त्यावर सदर बाबी आधारित आहेत त्यामुळे या मध्ये त्या अनुषंगाने पेठांवेळी होणारे अनुषंगीक बदल आणीआप लागू होतील यामध्ये नमूद चटई क्षेत्र निर्देशांकानुसारच या बांधकाम क्षेत्रानुसारच चटई क्षेत्र निर्देशांक व बांधकाम क्षेत्र अनुज्ञेय करणे बंधनकारक राहणार नाही. मात्र, विशेष नगर योजनेकरीताच्या विनियमावलीत नियम क्र. २ एच नुसार कंपनीस मोजणी क्षेत्रात अल्प फूर्तावर शक्य असल्यास असा बांधकाम क्षेत्राचे नियोजन करणेस मुभा राहील व त्याकरीता स्वतंत्रीत्या सुधारित परवानगी घेणे कंपनीवर बंधनकारक राहील.

३८)प्रकल्पाचे सुविधांचे इतर सर्व नकाशे व प्रकल्प अहवाल, प्रस्तावित जमीन वापर नकाशास (वृहत आराखड्यार) मिळणाऱ्या अंतीम मंजूरीनुसार तयार करणे कंपनीवर बंधनकारक राहील.

३९)विशेष नगर वसाहत क्षेत्रास १८ मी. रुंदीचा पोच रस्ता कंपनीने पूर्वी दिलेले हमीपत्रानुसार प्रत्यक्ष जागेवर झालेला असलेबाबत अंतीम मंजूरीपूर्वी खात्री शासन घेणे आवश्यक राहील.

४०) मंजूर विनियमपावील ४(ए) नुसार कमाल ४० चौ.मी. क्षेत्रापे निवासी गाळे विक्रयराखालील बांधकाम क्षेत्र हे स्वतः निवास क्षेत्राचा विकास करताना त्या बांधकाम क्षेत्राच्या हिकासाबरोबरच किमान १०% चा प्रमाणात नियोजन करून निकसित करणे बंधनकारक राहील. प्रस्ताव सुधारित वृहत आराखडानुसार दर्शविलेप्रमाणे कंपनीने असे कमाल गाळे करीता १०% बांधकाम क्षेत्राचा विकास रोकटर झा. R-२२, R-२८ मध्ये प्रस्तावित केला आहे. त्यानुसार निवास पूर्ण करणे कंपनीवर बंधनकारक राहील.

४१)पॉवर स्टेशनचा विकास महावितरण कंपनीच्या मार्गदर्शनानुसार व त्यांच्या मान्यतेने करणे बंधनकारक राहील.

४२) रेखांकनातील डोंगराचे लगत असलेल्या भूपृष्ठातील भौतिकापास नैसर्गिक Land slides पासून कोणताही धोका उदभव होऊ नये म्हणून आवश्यक त्या सर्व उपाययोजना करण्याची जबाबदारी पूर्णतः कंपनीवर राहील.

४३) रेखांकनातील सर्व निवासी व इतर भूपृष्ठामध्ये विकास [illegible] होणे आवश्यक राहील. सेक्टरिक भूपृष्ठ धारकाकडून विकास [illegible] नाही. तसेच रेखांकनातील भूपृष्ठामध्ये नियमानुसार [illegible] बांधकाम परवानगी कंपनीवर राहील.

४४) टाऊनशिपच्या नियमावलीतील नियम क्र. ६ मध्ये [illegible] परवानगी ही नियम क्र. १.१ प्रमाणेच्या पाणपुरव सेवा [illegible] तसेच [illegible] तपासण्यात पूर्णपरवानगीने अनुज्ञेय होईल.

४५)अर्जदार यांनी सादर केलेली दि. १९ ऑक्टोबर पुर्वीत कालावधीतील बेक नॉन्ड्रा मूलांकीकरण करण्याची जबाबदारी ही अर्जदार यांची राहील. त्या अनुषंगाने अर्जदार यांनी बँकांना [illegible] पुढत संरक्षणपुरी १५ दिवस अगोदर या कार्यालयाशी संपर्क साधून आवश्यक ती कार्यवाही पूर्ण करण्याची आहे. तशी मूलांकीकरणाबाबतची कार्यवाही अर्जदार यांनी न केल्यास प्रस्तुतची पाचवानी ही रद्दबातल समजण्यात येईल.

४६)प्रस्तुतच्या प्रथम मुधारित आराखडा मंजूरीनंतर फेजवाईज डेव्हलपमेंट प्लॅन हा अर्जदार यांनी एक महिन्याच्या आत या कार्यालयाकडे व उपसंचालक नगररचना पुणे विभाग पुणे यांच्या कार्यालयाकडे सादर करणे बंधनकारक राहील. त्यापश्चात प्रथम सुधारित आराखडा मंजूरी आदेश रद्दबातल समजण्यात येईल.

४७)सेलवाईज विकास करताना कंपनीने विरोबनगर प्रकल्पासाठी मंजूर असलेल्या बांधकाम नियमावली नुसार ४०.०० चौ.मी. क्षेत्रच्या वाही सदनिका बांधणे बंधनकारक असून त्याचे चौकसम करणे कंपनीवर बंधनकारक राहील.

४८) प्रत्येक रोकटवाईज आराखडे मंजूर करणापूर्वी गण्यांपुत सुविधा च्या प्रयोजन पूर्ण केल्याबाबत हर्षोपत्र देणे विकासकावर बंधनकारक राहील. बाबतचा अर्जदार यांनी उपसंचालक नगररचना पुणे यांचेकडील तपासणी प्रमाणपत्र देणे अर्जदार यांचेवरील बंधनकारक राहील.

४९) या कार्यालयाकडील पूर्व परवानगीशिवाय प्लॉट/प्लॉट/सदनिका यांची विक्री करता येणार नाही.

५०) या कार्यालयाकडून अंतिम पूर्णत्वाचा दाखला घेणे अर्जदार यांचेवर बंधनकारक राहील.

५१)अर्जदार यांनी सादर केलेली कोणतीही माहिती व कागदपत्रे ही चुकीची / दिशाभूल करणारी आढळल्यास प्रस्तुतची रिजरार रद्द समजणेत येईल व त्यामुळे कंपनीच्या व इतर सर्व संबंधीतांच्या कोणत्याही नुकसानीस स्वतः कंपनी जबाबदारी राहील.

५२) या कार्यालयाचे आदेश क्र. पनक/एनए/एसआर/१५५/२००८, दिनांक ०७/०२/२०१० अन्वये मुळ प्रस्तावास देणेत आलेली मंजूरी याद्वारे निरस्त्यात करणेत येत आहे.

५३) पर्ल आपफेल सिटी टाऊनशिप यांचे नामनिर्देशन Eiffel City Hinjewadi असले कारणेदास संस्थापक Eiffel Developers & Realtors Ltd. यांनी त्यांचे दि. ७/१/२०१२ चे पत्रानुसार आपणास कळविलेले आहे. त्यानुसार या विशेष नगर वसाहतीस आता Eiffel City Hinjewadi म्हणून संबोधण्यात येत आहे.

(विकास देशमुख)
जिल्हाधिकारी पुणे.

प्रति,
मे.आपफेल डेव्हलपर्स व रिटेल लि तर्फे
श्री.किरण ए. गायतोंडे,
मंजरी शाकुन, ९९१, एफ सी रस्ता, १ ला मजलेपुणे-४

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भारत सरकार-कम्पनी कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, पुणे

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कार्पोरेट पहचान संख्या : U45209PN2004PTC019772

मैसर्स EIFFEL INFOCITY PRIVATE LIMITED

से कम्पनी ने, मैं रजिस्ट्रार सम्पनियां महाराष्ट्र, पुणे, दिनांक 24/05/2005 को दिये गये निगमन प्रमाण-पत्र के अनुसार निगमित कम्पनी, अब नाम परिवर्तन करके दिनांक 11/06/2012 को दिये गये निर्णय के अनुसार और कम्पनी अधिनियम, 1956 की धारा 21 के अनुपालन में मैसर्स EIFFEL DEVELOPERS AND REALTORS PRIVATE LIMITED

के नाम से निगमित की गई है, और कम्पनी का नाम आज दिनांक 20 जून 2012 को मेरे द्वारा रजिस्टर में दर्ज किया गया है।

यह प्रमाण-पत्र मेरे हस्ताक्षर से आज दिनांक बीस जून दो हजार बारह को जारी किया जाता है।

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

GOVERNMENT OF INDIA - MINISTRY OF COMPANY AFFAIRS
Registrar of Companies, Maharashtra, Pune

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U45209PN2004PTC019772

In the matter of M/s EIFFEL INFOCITY PRIVATE LIMITED

I hereby certify that EIFFEL INFOCITY PRIVATE LIMITED which was originally incorporated on Twenty Second day of September Two Thousand Four under the Companies Act, 1956 (No. 1 of 1956) as EIFFEL INFOCITY PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto vide or Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/05/1955 vide SRN A13878408 dated 14/06/2007 the name of the said company is this day changed to EIFFEL DEVELOPERS AND REALTORS PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Pune this Fourteenth day of May Two Thousand Eleven.

(KATKAR VISHNUPANDURANG)
कम्पनी रजिस्ट्रार / Registrar of Companies
महाराष्ट्र, पुणे
Maharashtra, Pune

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पते पर :
Mailing Address as per record available in Registrar of Companies office:
EIFFEL DEVELOPERS AND REALTORS PRIVATE LIMITED
1209/7 PATIL PLAZA,MITRAMANDAL CHOWK, PUNE - 411009,
Maharashtra, INDIA

भारत सरकार-कम्पनी कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, पुणे

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कार्पोरेट पहचान संख्या : U45209PN2004PLC019772

मैसर्स EIFFEL DEVELOPERS AND REALTORS LIMITED

से कम्पनी ने, मैं रजिस्ट्रार सम्पनियां महाराष्ट्र, पुणे, दिनांक 24/05/2005 को दिये गये निगमन प्रमाण-पत्र के अनुसार निगमित कम्पनी, अब नाम परिवर्तन करके दिनांक 11/06/2012 को दिये गये निर्णय के अनुसार और कम्पनी अधिनियम, 1956 की धारा 21 के अनुपालन में मैसर्स EIFFEL INFOCITY PRIVATE LIMITED

के नाम से निगमित की गई है, और कम्पनी का नाम आज दिनांक 20 जून 2012 को मेरे द्वारा रजिस्टर में दर्ज किया गया है।

यह प्रमाण-पत्र मेरे हस्ताक्षर से आज दिनांक बीस जून दो हजार बारह को जारी किया जाता है।

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Pune

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U45209PN2004PLC019772

In the matter of M/s EIFFEL DEVELOPERS AND REALTORS LIMITED

I hereby certify that EIFFEL DEVELOPERS AND REALTORS LIMITED which was originally incorporated on Twenty Second day of September Two Thousand Four under the Companies Act, 1956 (No. 1 of 1956) as EIFFEL INFOCITY PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/05/1955 vide SRN A13878408 dated 21/06/2012 the name of the said company is this day changed to EIFFEL DEVELOPERS AND REALTORS LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Pune this Twenty First day of June Two Thousand Twelve.

Registrar of Companies, Maharashtra, Pune
कम्पनी रजिस्ट्रार, महाराष्ट्र, पुणे

Note: The corresponding form has been approved by BHAMRAO DATTATRAY PATIL, Assistant Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 9(3) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पते पर :
Mailing Address as per record available in Registrar of Companies office:
XRBIA DEVELOPERS LIMITED
OFFICE NO. 1209/10, PATIL PLAZA, MITRAMANDAL CHOWK, PARVATI,
PUNE - 411009,
Maharashtra, INDIA

THE SEAL OF THE SUB REGISTRAR OF MULSHI
सत्यमेव जयते

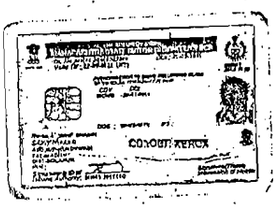
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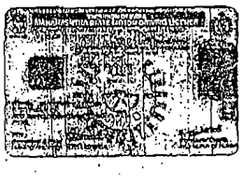
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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2





XRBIA DEVELOPERS LTD.

929, 1st Floor, Mantri House, F.C. Road, Pune – 411 004

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF XRBIA DEVELOPERS LIMITED, HELD AT 929, Mantri House, F.C. Road, Pune – 411 004 ON 30th, JUNE, 2012.

AUTHORITY TO EXECUTE ARTICLE OF AGREEMENTS AND POWER OF ATTORNEY ON BEHALF OF COMPANY

RESOLVED THAT, pursuant to provisions contained in the Companies Act, 1956 and other applicable provisions if any, and provisions contained in the Articles of Association of the company, the Board of Directors authorizes MR. YOGESH NARAYAN NIKAM as Authorized Signatory, to perform the following specified duties and responsibilities about execution and registration of Article of Agreements and Power of Attorney of land admeasuring 108009.24 square meters, from the sanctioned layout of lands bearing Sector No. R-22 to R-29 of S.No.33/2, 38/3, 39, 56 & 57 situated at Village Nere Dattawadi, Taluka: Mulshi, District: Pune with XRBIA DEVELOPERS LIMITED, against the part consideration amount of Rs. 4,00,00,000/- and on such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, MR. YOGESH NARAYAN NIKAM as authorized signatory, be and is hereby authorized to sign, execute, admit and present and register the documents viz. Article of Agreements and Power of Attorney or any other relevant documents of the above mentioned land before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with the legality of the documents, would execute, admit and present the document on behalf of the company and he will not make any change any draft without prior approval of the Board of Directors. If any, legality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, MR. YOGESH NARAYAN NIKAM is authorized to execute, admit and present the documents viz. Article of Agreements and Power of Attorney or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the forgoing resolution.

Note: This resolution is for execution / presentation / registration of Article of Agreements and Power of Attorney on behalf of the company with respect to above mentioned land only.

CERTIFIED TRUE COPY
FOR XRBIA DEVELOPERS LTD.

DIRECTOR

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

XRBIA HINJEWADI DEVELOPERS PVT. LTD

929, 1st Floor, Mantri House, F.C. Road, Pune - 411 004

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF XRBIA HINJEWADI DEVELOPERS PVT. LTD., HELD AT 929, Mantri House, F.C. Road, Pune - 411 004 ON 30th, JUNE, 2012.

AUTHORITY TO EXECUTE ARTICLE OF AGREEMENTS AND POWER OF ATTORNEY ON BEHALF OF COMPANY

RESOLVED THAT, pursuant to provisions contained in the Companies Act, 1956 and other applicable provisions if any, and provisions contained in the Articles of Association of the company, the Board of Directors authorizes **MR. SHEKHAR DATTATRAY SAVLEKAR** as Authorized Signatory, to perform the following specified duties and responsibilities about execution and registration of Article of Agreements and Power of Attorney of land admeasuring 108009.24 square meters, from the sanctioned layout of lands bearing Sector No. R-22 to R-29 of S.No.38/2, 38/3, 39, 56 & 57 situated at Village Nere Dattawadi, Taluka: Mulshi, District: Pune with **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED,** against the part consideration amount of Rs. Rs. 4,03,00,000/- and on such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, MR. SHEKHAR DATTATRAY SAVLEKAR as authorized signatory, be and is hereby authorized,to sign, execute, admit and present and register the documents viz. Article of Agreements and Power of Attorney or any other relevant documents of the above mentioned land before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with the legality of the documents, would execute, admit and present the document on behalf of the company and he will not make any change any draft without prior approval of the Board of Directors, If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, **MR. SHEKHAR DATTATRAY SAVLEKAR** is authorized to execute, admit and present the documents viz. Article of Agreements and Power of Attorney or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the *forgoing resolution.*

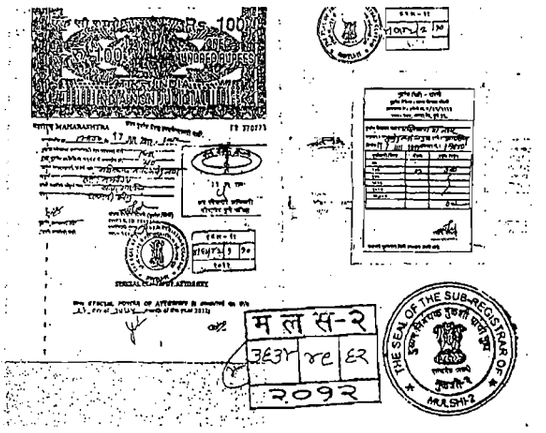
Note: This resolution is for execution / presentation / registration of Article of Agreements and Power of Attorney on behalf of the company [illegible] only.

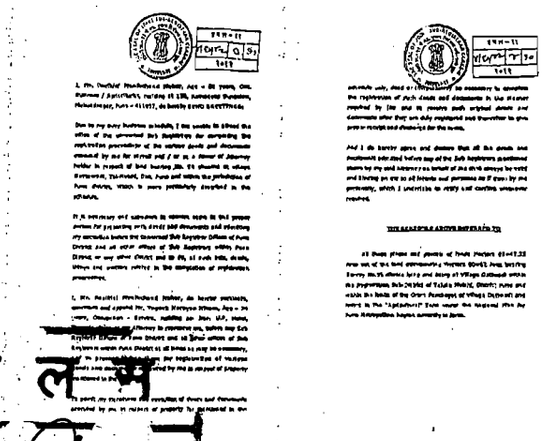
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FOR XRBIA HINJEWADI DEVELOPERS [illegible]

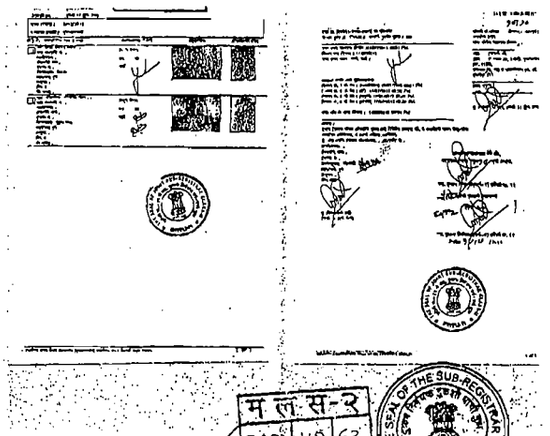
DIRECTOR

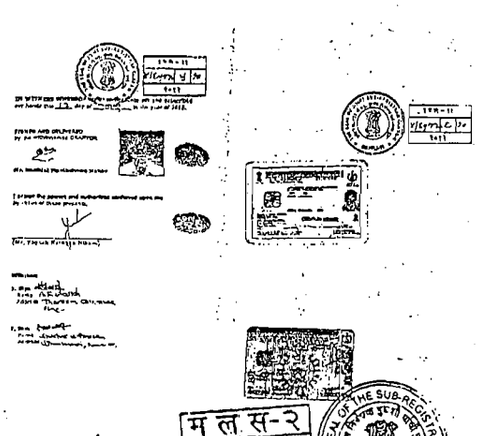
THE SEAL OF THE SUB REGISTRAR OF MULSHI

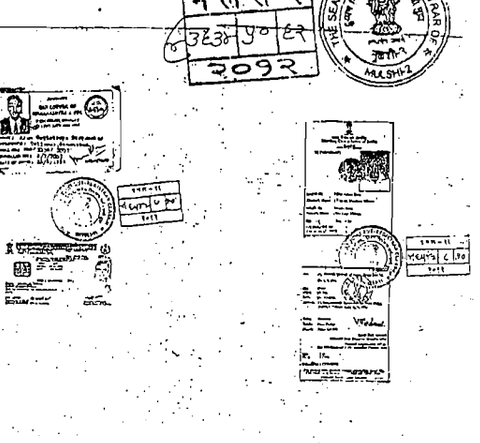
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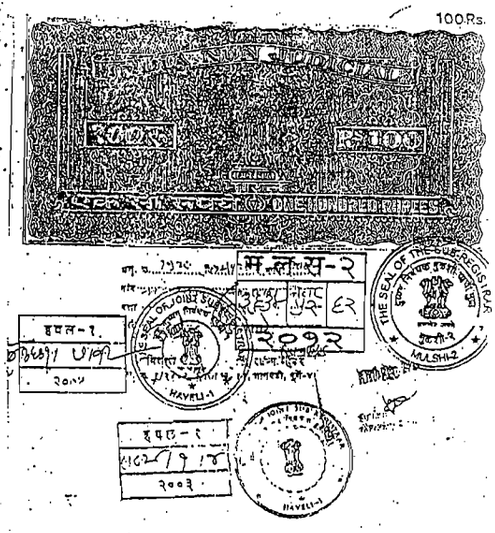








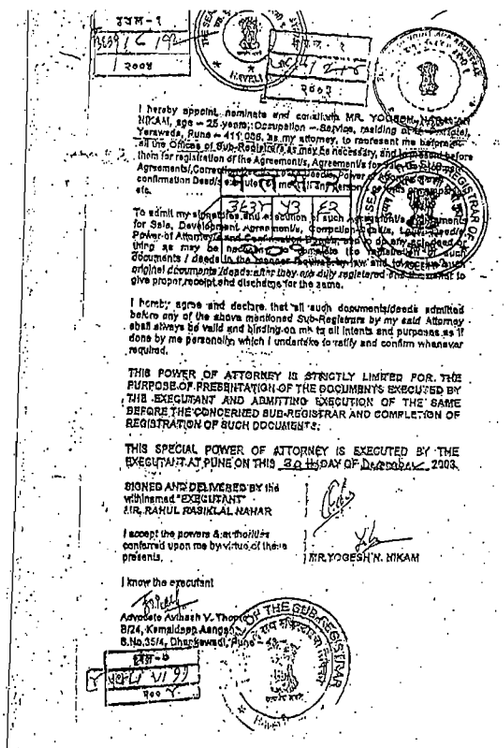



100Rs.

SPECIAL POWER OF ATTORNEY

(Only for presentation of the documents executed by the executant and admitting execution of the same before the concerned sub-registrar and completion of registration of such documents.)

TO ALL TO WHOM THESE PRESENTS SHALL COME; I MR. RAHUL RASIKLAL NAHAR, age – 32 years, Occupation – Business, M/s. [illegible] Floor, Mittramandal Chowk, Parvati, Pune – 411 009, hereinafter referred to as the "EXECUTANT" SEND GREETINGS.


I hereby appoint, nominate and constitute MR. YOGESH N. NIKAM age – 25 years; Occupation – Service, residing at [illegible], Yerawada, Pune – 411 006, as my attorney, to represent me before all the Offices of Sub-Registrar as may be necessary, and to present before them for registration of the Agreements, Agreements for Sale, Sale-deeds, Agreements/Correspondence, Power of Attorney, Lease-deeds, confirmation Deeds, etc.

To admit my signatures and execution of such Agreements, Agreements for Sale, Development Agreements, Conveyance Deeds, Lease-deeds, Power of Attorney and Confirmation Deeds and to do any acts need during as may be necessary in relation to registration of such documents / deeds in the manner required by law and to receive back original documents / deeds after they are duly registered and to admit to give proper receipt and discharge for the same.

I hereby agree and declare that all such documents/deeds admitted before any of the above mentioned Sub-Registrars by my said Attorney shall always be valid and binding on me to all intents and purposes as if done by me personally which I undertake to ratify and confirm whenever required.

THIS POWER OF ATTORNEY IS STRICTLY LIMITED FOR THE PURPOSE OF PRESENTATION OF THE DOCUMENTS EXECUTED BY THE EXECUTANT AND ADMITTING EXECUTION OF THE SAME BEFORE THE CONCERNED SUB-REGISTRAR AND COMPLETION OF REGISTRATION OF SUCH DOCUMENTS.

THIS SPECIAL POWER OF ATTORNEY IS EXECUTED BY THE EXECUTANT AT PUNE ON THIS 30TH DAY OF DECEMBER, 2003.

SIGNED AND DELIVERED BY the within named "EXECUTANT" MR. RAHUL RASIKLAL NAHAR

I accept the powers & authorities conferred upon me by virtue of these presents.

MR. YOGESH N. NIKAM

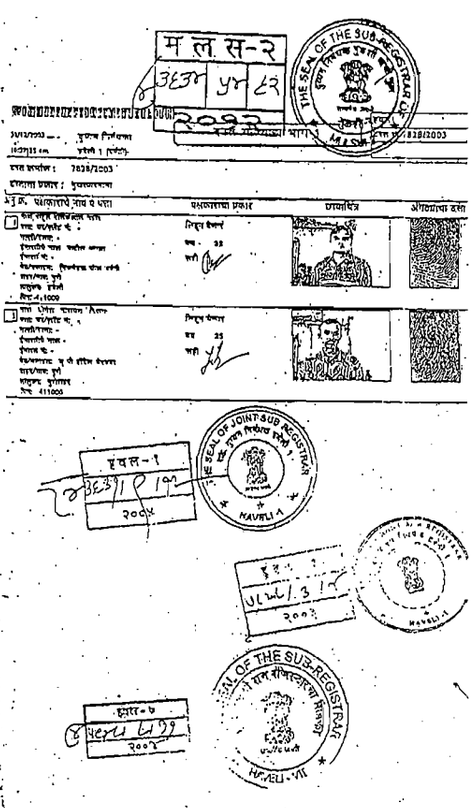
I know the executant

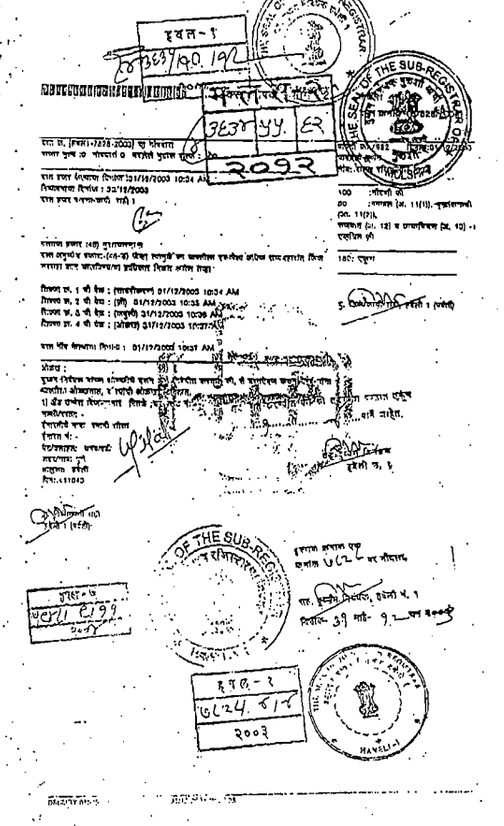
Advocate Ashish V. Thorat
B/24, Kamaldeep Aangan,
S.No.35/4, Dhankawadi, Pune - 43

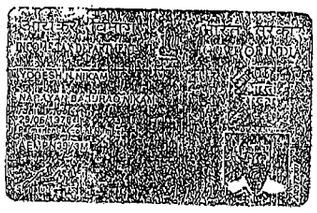


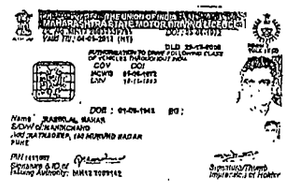
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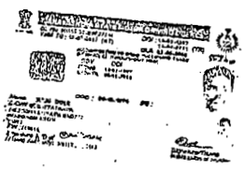
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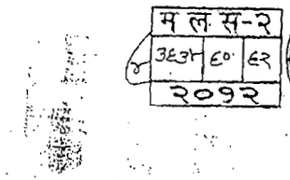




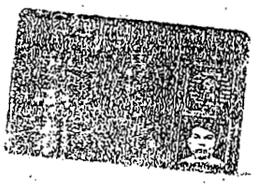


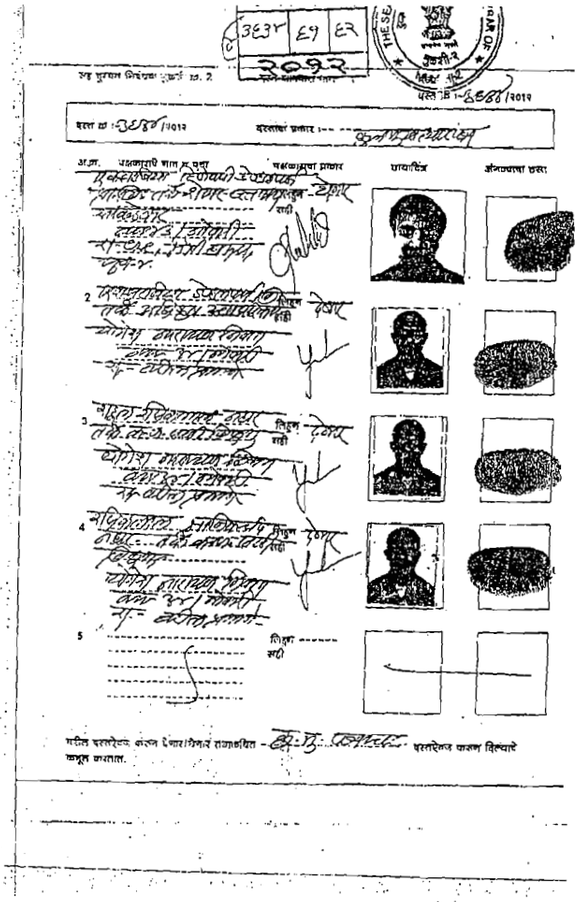




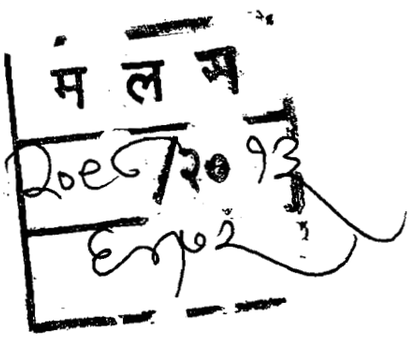


म ल स-२
३६३८ | ६० | ६२
२०१२









म ल स-२
३६३८ | ६२ | ६२
२०१२

दस्त छोडण्याचा भाग-2



पान : 2

दस्त क्र :३६३८/२०१२

दस्तऐवज अनुक्रमांक :- ३६३८/२०१२

सन २०१२ चे --जुलै-- चे
-२०- दिनांकास ३ वा ४ चे दरम्यान
सह दुय्यम निबंधक मुळशी क्र. 2 यांचे
कार्यालयात रात्रौ आणून दिला.

सह दुय्यम निबंधक मुळशी क्र. 2

दी पेमेंटची ची रु. पै.
नोंदणी फी ९००-००
पानो फी (६२) १२४०-००
अ.नु.शु.
१३४०-००

सह दुय्यम निबंधक मुळशी क्र. 2

ओळख देणार

1. [illegible]
[illegible]
सही



प्रमाणित करण्यात येते की, दस्तामध्ये एकूण --६२- पाने आहेत.

सह दुय्यम निबंधक मुळशी क्र. 2

2. [illegible]
[illegible]
सही

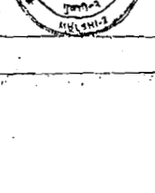


सदरे नंबरचे बुलात
३६३८ नंबरी नोंदविला आहे.
देणार २० साही ६० सन २०१२.

सह दुय्यम निबंधक मुळशी क्र. 2

हे वरील दस्तऐवज करुन देणा-यांनी सादर केले:
ओळखले असल्याचे सांगितले व त्यांनी ओळख दिली.

सह दुय्यम निबंधक मुळशी क्र. 2
दिनांक :- २०/८/२०१२.



THE SEAL OF THE SUB REGISTRAR OF MULSHI

म ल म
20/6/2013
E4 62

XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED
1ST Floor, Mantri House, 929 F.C. Road, Pune - 411004.

XRBIA
View On Arrival

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED, HELD AT OFFICE AT 929, 1ST FLOOR, MANTRI HOUSE F.C. ROAD PUNE – 411 004 HELD ON 29TH, SEPTEMBER, 2012

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY

RESOLVED THAT, pursuant to provisions contained in the Companies Act, 1956 and other applicable provisions if any, and provisions contained in the Articles of Association of the company, the Board of Directors authorizes **MR. DILIP RAMKRISHNA KHAPRE** as Authorized Signatory, to execute agreement with costumer in respect of flat/unit in the building situated at sector R – 22 to R- 29 carved out of properties S.No. 38/2, 38/3, 39, 56 & 57 at Village Nere~ Dattawadi, Taluka Mulshi, Dist. Pune as specifically mentioned below -

Sr.No.	Sector No.	Building No.
1	R-22 to R-29	A-1 to A-15, B-1 to B-8, C-1 to C-8, D-1 to D-6

On such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, MR. DILIP RAMKRISHNA KHAPRE as authorized signatory, be and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with the legality of the documents, would execute and register the document on behalf of the company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, **MR. DILIP RAMKRISHNA KHAPRE** is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the forgoing resolution.

Note: This resolution is for execution / registration of Agreement on behalf of the company with respect to above mentioned flats/units only.

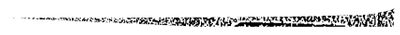
CERTIFIED TRUE COPY
FOR XRBIA HINJEWADI DEVELOPERS PVT. LTD.

DIRECTOR



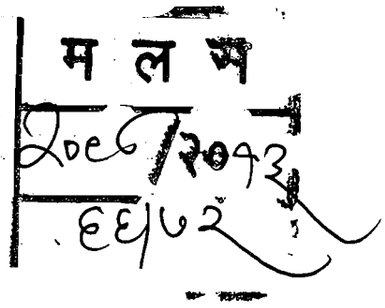


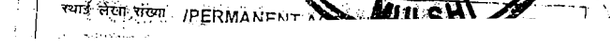




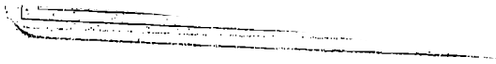



THE SEAL OF THE SUB REGISTRAR OF
सत्यमेव जयते


म ल म
Dec/2043
६६/७२


स्थाई लेखा संख्या /PERMANENT





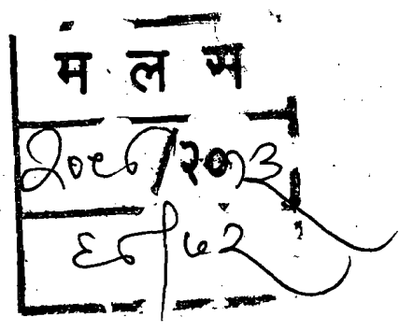

THE SEAL OF THE SUB REGISTRAR OF
MULSHI

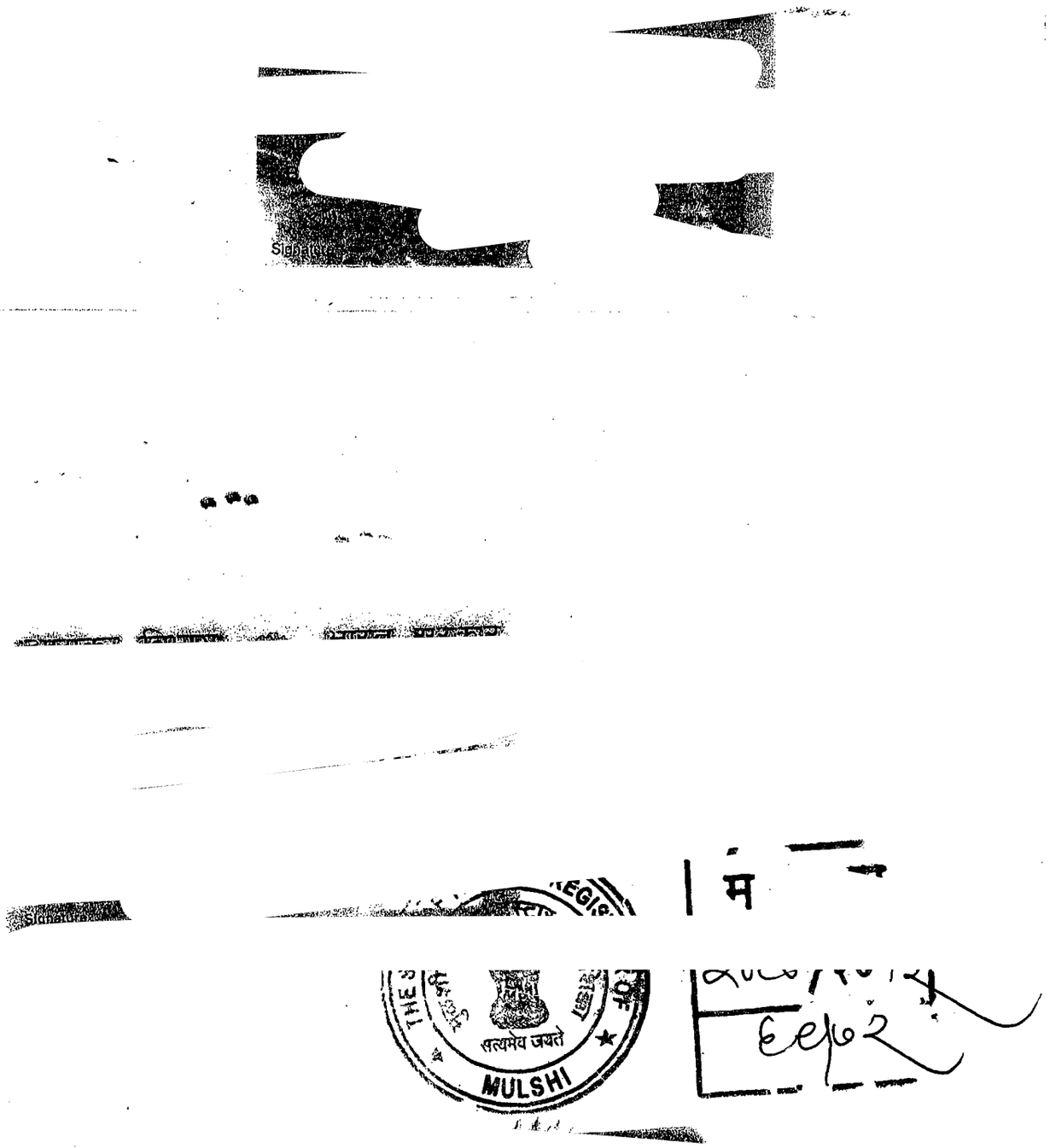


M B Singh

आयुक्त, कोल्हापूर







घोषणापत्र

मी अजिंक्य पलंगे, याव्दारे घोषित करतो की, दुय्यम निबंधक, मुळशी यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. दिलीप खामरे यांनी दि.२८/०१/२०१३ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीसाठी सादर केला आहे / निष्पादीत करुन कबुली जबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी रद्द केलेले नाही किंवा सदर कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे सदर कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहील, याची मला जाणीव आहे.

स्थळ

दिनांक : 25/3/13

A. Palange

कुलमुखत्यारपत्रधारक

नाव : अजिंक्य पलंगे

THE SEAL OF THE SUB REGISTRAR OF MULSHI
मुळशीचे सब रजिस्ट्रार यांचा शिक्का
सत्यमेव जयते

म ल म

२०८८/२०१३

७०/७२

सोमवार,25 मार्च 2013 3:11 म.नं.

दस्त गोषवारा भाग-1

मलस ७१/७२

दस्त क्रमांक: 2098/2013

दस्त क्रमांक: मलस /2098/2013

बाजार मुल्य: रु. 13,03,000/- मोबदला: रु. 16,69,500/-

भरलेले मुद्रांक शुल्क: रु.41,750/-

दु. नि. सह. दु. नि. मलस यांचे कार्यालयात

अ. क्रं. 2098 वर दि.25-03-2013

रोजी 3:11 म.नं. वा. हजर केला.

पावती:2215 पावती दिनांक: 25/03/2013

सादरकरणाराचे नाव: **गितेश पद्माकर जोशी**

नोंदणी फी	रु. 16700.00
दस्त हाताळणी फी	रु. 1460.00
पृष्टांची संख्या: 73	
एकुण:	18160.00

दस्त हजर करणाऱ्याची सही:

दुय्यम निबधंक, मुळशी (पौड)

दुय्यम निबधंक, मुळशी (पौड)

MLS

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥विकास प्रा॥धिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण् प्रभाव क्षेत्रात.

शिक्का क्रं. 1 25 / 03 / 2013 03 : 11 : 58 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 25 / 03 / 2013 03 : 12 : 33 PM ची वेळ: (फी)

THE SEAL OF THE SUB REGISTRAR OF MULSHI

25/03/2013 3 13:27 PM

दस्त गोषवारा भाग-2

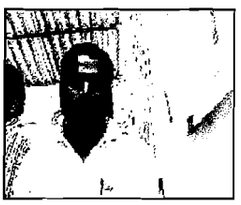
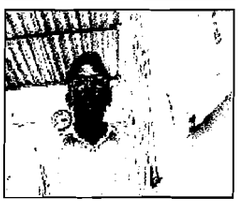
मलस
दस्त क्रमांक:2098/2013

दस्त क्रमांक :मलस/2098/2013
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:गितेश पद्माकर जोशी पत्ता:प्लॉट नं: ए3, माळा नं: -, इमारतीचे नाव: सी/ओ पवन जोशी, सुयोग श्री, , ब्लॉक नं: विशालनगर, जगताप डेअरी, रोड नं: वाकड रोड, , . पॅन नंबर:ADRPJ4810H	लिहून घेणार वय :-39 स्वाक्षरी:-		
2	नाव:एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरीकार श्री दिलीप रामकृष्ण खापरे तर्फे क. ज. करीता कु.मु. म्हणुन अजिंक्य - पलंगे पत्ता:प्लॉट नं: 929, माळा नं: पहिला मजला, इमारतीचे नाव: मंत्री हाऊस, ब्लॉक नं: -, रोड नं: एफ सी रोड, महाराष्ट्र, पुणे. पॅन नंबर:AACCH8001K	लिहून देणार वय :-29 स्वाक्षरी:-		
3	नाव:मान्यता देणार - एक्झर्बिया डेव्हेलपर्स. लि. तर्फे कु. मु. म्हणुन एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरीकार श्री दिलीप रामकृष्ण खापरे तर्फे क. ज. करीता कु. मु. म्हणुन अजिंक्य पलंगे पत्ता:प्लॉट नं: 929, माळा नं: पहिला मजला, इमारतीचे नाव: मंत्री हाऊस, ब्लॉक नं: -, रोड नं: एफ सी रोड, महाराष्ट्र, पुणे. पॅन नंबर:AABCE5318F	मान्यता देणार वय :-29 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:25 / 03 / 2013 03 : 14 : 09 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव:ज्ञानेश्वर भगवान सणस वय:27 पत्ता:दारवली तालुका मुळशी पुणे पिन कोड:412108	स्वाक्षरी		
2	नाव:संतोष शंकर चव्हाण वय:22 पत्ता:पौड तालुका मुळशी पुणे पिन कोड:412108	स्वाक्षरी		

शिक्का क्र.4 ची वेळ:25 / 03 / 2013 03 : 14 : 47 PM

शिक्का क्र.5 ची वेळ:25 / 03 / 2013 03 : 14 : 53 PM नोंदणी पुस्तक 1 मध्ये

दुय्यम निबंधक, मुळशी (पौड)

पहिले नंबरचे पुस्तकाचे नंबरी नोंदला

दुय्यम निबंधक मुळशी

दिनांक- 24/3/2013

THE SEAL OF THE SUB REGISTRAR OF MULSHI

2098 /2013

TRUE COPY

ANNEXURE-A-2

Sum-05:48 VER 2094

==========

DATED THIS ____ DAY OF _____, 2015

==========

BETWEEN

XRBIA HINJEWADI DEVELOPERS P.LTD.

... PROMOTER

AND

XRBIA DEVELOPERS LIMITED

... CONFIRMING PARTY

AND

MR. PUNDAREEK

...PURCHASER

OWNERSHIP FLAT AGREEMENT

UNIT NO.417, FOURTH FLOOR

"B1" BUILDING

ON PORTION OF PLOT NO. R-26

IN THE HOUSING COMPLEX OF

"HINJEWADI XRBIA" TOWNSHIP

TRUE COPY

Bombhise

Receipt (pavti)

453/764
Friday,January 23 ,2015
1:41 PM

पावती

Office Copy
नोंदणी क्रं. :39म
Regn.: 39M

पावती क्रं.: 837 दिनांक: 23/01/2015

गावाचे नाव: दत्तवाडी
दस्तऐवजाचा अनुक्रमांक: मलस२-764-2015
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: पुंडरीक - -

नोंदणी फी	रु. 19940.00
दस्त हाताळणी फी	रु. 1500.00
पृष्ठांची संख्या: 75	
एकूण:	रु. 21440.00

आपणास मूळ दस्त ,थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 1:53 PM ह्या वेळेस मिळेल.

MLS2

बाजार मुल्य: रु.1097435/- मोबदला: रु.1993550/-
भरलेले मुद्रांक शुल्क : रु. 49900/-

सह दुय्यम निबंधक
श्रेणी-१,मुळशी-२

1) देयकाचा प्रकार: eChallan रक्कम: रु.19940/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005350545201415E दिनांक: 23/01/2015
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 1500/-

23/01/2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. मुळशी-२

दस्त क्रमांक : 764/2015

नोदंणी :

Regn:63m

गावाचे नाव : **1) दत्तवाडी**

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	1993350
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	1097435
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:पुणेइतर वर्णन :, इतर माहिती: दत्तवाडी(नेरे)स. नं 38/2,38/3,39,56 व 57 एक्झर्बिया हिंजेवाडी या मधील मंजूर लेआउट मधील प्लॉट नं आर 22 ते आर 29 मधील आर – 26 च्या मंजूर लेआउट मधील बिल्डींग नं बी – 1 फ्लॅट नं. 417 चौथा मजलायांसी क्षेत्र 29.52 चौ.मी म्हणजेच 318 चौफुट अस.((Plot Number : R-26 ;))
(5) क्षेत्रफळ	1) 29.52 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरीकार श्री करण कर्णावत तर्फे क. ज. करीता कु.मु. म्हणुन - धैर्यशील मोरे वय:-30; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंत्री हाउस, पहिला मजला, एफ सी रोड, पुणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411004 पॅन नं:-AACCH8001K 2): नाव:-मान्यता देणार एक्झर्बिया डेव्हेलपर्स. लि. तर्फे कु. मु. म्हणुन एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरीकार श्री करण कर्णावत तर्फे क. ज. करीता कु.मु. म्हणुन - धैर्यशील मोरे वय:-30; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंत्री हाउस, पहिला मजला, एफ सी रोड, पुणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411004 पॅन नं:-AABCE5318F
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-पुंडरीक - - वय:-27; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एस / ओ चंद्र शेखर , विलेज गंभीरपूर, पोस्ट - बेहटा, पोलिस स्टेसन - साढ, कानपूर नगर, ब्लॉक नं: -, रोड नं: -, उत्तर प्रदेश, कानपुर नागर. पिन कोड:-209401 पॅन नं:-BAKPP9731Q
(9) दस्तऐवज करुन दिल्याचा दिनांक	23/01/2015
(10)दस्त नोंदणी केल्याचा दिनांक	23/01/2015
(11)अनुक्रमांक,खंड व पृष्ठ	764/2015
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	49900
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	19940
(14)शेरा	

असल वर हुकूम नक्कल

सह दुय्यम निबंधक श्रेणी-१
मुळशी-२

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(ii) within the limits of any Municipal Council, Nagar panchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

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CHALLAN
MTR Form Number-6

SEAL OF THE SUB-REGISTRAR OF MULSHI-2

GRN	MH005349692201415E	**BARCODE**		**Date** 23/01/2015-10:38:45	**Form ID** 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Non-Judicial Customer-Direct Payment	**TAX ID (If Any)**	
	Sale of Non Judicial Stamps IGR Rest of Maha	**PAN No. (If Applicable)**	BAKPP9731Q
Office Name	MLS2_MULSHI 2 SUB REGISTRAR	**Full Name**	Mr Pundareek
Location	PUNE		
Year	2014-2015 One Time	**Flat/Block No.**	Xrbia Hinjewadi B1-417 Village Ner
Account Head Details	**Amount In Rs.**	**Premises/Building**	e Dattawadi
0030046401 Sale of NonJudicial Stamp	49900.00	**Road/Street**	29.52 Sq Mtrs
		Area/Locality	Taluka Mulshi Pune
		Town/City/District	
		PIN	4 1 1 0 5 7
		Remarks (If Any)	PAN2=AACCH8001K~PN=Xrbia Hinjewadi Developers Pvt Ltd~CA=1993350
		Amount In Words	Forty Nine Thousand Nine Hundred Rupees Only
Total	49900.00		

Payment Details	BANK OF MAHARASHTRA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	REF No.	02300042015012360169	220655409
Cheque/DD No		Date		23/01/2015-10:40:43	
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : Not Available

सह दुय्यम निबंधक
श्रेणी-१, मुळशी-२

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CHALLAN

MTR Form Number-6

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

GRN	MH005350545201415E	**BARCODE**		**Date** 23/01/2015-11:05:28	**Form ID** 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Registration Fees	**TAX ID (If Any)**	
	Ordinary Collections IGR	**PAN No. (If Applicable)**	BAKPP9731Q
Office Name	MLS2_MULSHI 2 SUB REGISTRAR	**Full Name**	Mr Pundareek
Location	PUNE		
Year	2014-2015 One Time	**Flat/Block No.**	Xrbia Hinjewadi B1-417 Village Ner
Account Head Details	**Amount In Rs.**	**Premises/Building**	e Dattawadi
0030063301 Amount of Tax	19940.00	**Road/Street**	29.52 Sq Mtrs
		Area/Locality	Taluka Mukshi Pune
		Town/City/District	
		PIN	4 1 1 0 5 7
		Remarks (If Any)	PAN2=AACCH8001K~PN=Xrbia Hinjewadi Developers Pvt Ltd~CA=1993350
Total	19940.00	**Amount In Words**	Nineteen Thousand Nine Hundred Forty Rupees Only

Payment Details	UNION BANK OF INDIA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	REF No.	02901792015012300103	31572302
Cheque/DD No		Date		23/01/2015-11:18:47	
Name of Bank		Bank-Branch		UNION BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

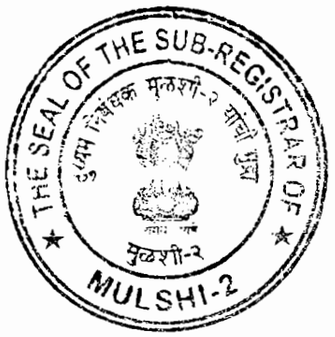
Mobile No. : Not Available

सह दुय्यम निबंधक
श्रेणी-१, मुळशी-२

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ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT ("Agreement") made at **Pune** this 23 Jan in the Christian Year **Two Thousand and Fifteen.**

BETWEEN

XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 929, "Mantri House", 1st Floor, F.C. Road, Pune - 411004, through its Authorized Signatory, Mr. Karan Karnawat, aged 28 years, occupation - Service, having address at First Floor, "Mantri House", 929 F.C. Road, Pune – 411 004, hereinafter referred to as the **"THE PROMOTER",** (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors) of the **FIRST PART;**

AND

XRBIA DEVELOPERS LIMITED (formerly known as Eiffel Infocity Pvt. Ltd.), a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 929 F.C. Road, "Mantri House", Pune 411004, through its duly Constituted Attorney **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED,** through its Authorized Signatory, Mr. Karan Karnawat, aged 28 years, occupation - Service, having address at First Floor, "Mantri House", 929, F C Road, Pune – 411 004 hereinafter referred to as **"THE CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **SECOND PART;**

AND

Mr. Pundareek Indian Adult, Occupation- Service, Pan. No-**BAKPP9731Q,** Residing at **S/O Chandra Shekhar, Vill - Gambhirpur, P/O - Behta, Police Station - Saadh, Kanpur Nagar -209401, Uttar Pradesh (UP) (India).**, hereinafter referred to as "the Purchaser" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators and permitted assigns] of the **THIRD PART.**

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

The Promoter, Confirming Party and the Purchaser are hereinafter, for sake of brevity, collectively referred to as **"THE PARTIES".**

WHEREAS:

A. The Confirming Party and two other co-owners were absolutely seized and possessed of or otherwise well and sufficiently entitled to certain lands forming a contiguous block admeasuring 58 Hectares 43.35 ares all situated at Village Dattawadi, Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and which lands are more particularly described in the **First Schedule** hereunder written and which contiguous block is hereinafter, wherever the context so permits, referred to as **"the said Larger Land"**;

B. The Confirming Party and the said two other co-owners were desirous of implementing a "Special Township Scheme" on the said Larger Land as contemplated under the Notification bearing No.TPS – 1804 / PUNE / RP / DCR / UD-13 dated 16.11.2005 issued by the Government of Maharashtra, Urban Development Department under Section 20 (4) of the Maharashtra Regional & Town Planning Act, 1966 and the Addendum thereto dated 06.01.2006;

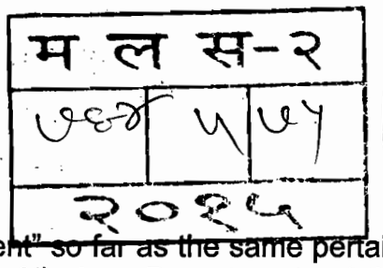
C. Pursuant to Application made in that behalf by the Confirming Party and the said two other co-owners, the Maharashtra Pollution Control Board vide its letter dated 10.04.2006 bearing No. BO/RO (P&P)/364, granted consent to the Confirming Party and the said two other co-owners for development of the land/plot as new construction activities on the said Larger Land;

D. Pursuant to Application made in that behalf by the Confirming Party and the said two other co-owners, the Ministry of Environment and Forests (I. A. Division) of Government of India, vide its letter dated 27.12.2006 bearing No. 21-153/2006-IA-III, issued Environmental Clearance to the Confirming Party and the said two other co-owners for construction of Proposed Township on the said Larger Land;

E. Accordingly, pursuant to Application made in that behalf by the Confirming Party and the said two other co-owners, the Government of Maharashtra, Urban Development Department vide its Notification dated 08.07.2008 bearing No.TPS – 1807/99/ CR – 713/07/ UD – 13 notified the Special Township Project read with Letter dated 08.06.2009 and granted Locational Clearance to the Confirming Party and the said two other co-owners for implementation of a Special Township Scheme/Project thereon;

F. Pursuant to Application made in that behalf, the Office of the Collector, District Pune issued its Letter of Intent dated 05.01.2009 bearing No. PNA / NA/SR/ 355 / 08 in respect of the Special Township Project proposed to be implemented on the said Larger Land and, the time originally stipulated in the said Letter of Intent dated 05.01.2009 was extended from time to time from the Office of the Collector, District Pune on application made in that behalf by the Confirming Party and the said two other co-owners and the said Letter of Intent is valid and subsisting;

G. The Confirming Party and the said two other co-owners complied with the conditions stipulated in the said "Locational Clearance" and the said "Letter





of Intent" so far as the same pertains to procuring Permissions / Consents / NOC of various Departments of the Government of India / Government of Maharashtra pertaining to setting-up of the said Special Township Project on the said Larger Land;

H. The Confirming Party and the said two other co-owners procured the sanction of the Office of the Collector, District Pune for the Zoning Layout in respect of said Larger Land vide Letter dated 07.09.2010 bearing No. PMH/NA/SR/355/08, and Confirming Party and the said two other co-owners procured the sanction of the Office of the Collector, District Pune to the first revision for the Zoning Layout in respect of said Larger Land vide Letter dated 31.03.2012 bearing No. PMH/TS/SR/21/2012 and the promoters applied for revised permission and obtained the same from Office of Collector, Pune vide order dated 08.11.2013 bearing no PRH/TS/SR/29/2013 and dated 05.06.2014 bearing no PRH/TS/11/2014.

I. In pursuance of the aforesaid permissions, the Confirming Party and the said two other co-owners are developing a Special Township on the said Larger Land called "Xrbia Hinjewadi", which comprises of residential units (bungalows/flats), commercial units, educational institutes, health facilities, parks, gardens, recreation centers, town hall, library, public utilities (hereinafter referred to as the **"said Township"**);

J. Vide an Agreement dated 20/07/2012 [duly Registered under Serial No.**3633/2012** with the Sub-Registrar, Pune] executed by and between the Promoter and the Confirming Party and the said two other co-owners, the Confirming Party and the said two other co-owners granted rights of development to the Promoter in respect of the Plots of land bearing Numbers R- 22 to R- 29 out of the zoning layout sanctioned for the said Township together with the right of way over 18 Mtr. wide Road connecting to the Plots bearing Numbers R- 22 to R- 29 to the public road, at or for the consideration and on the terms and conditions contained therein. Alongwith the above mentioned agreement the Confirming Party and the said two other co-owners also executed a General Power of Attorney dated-20.07.2012 in favour of the Promoter which is registered at Sr.No.3634/2012 in the office of Joint Sub-Registrar,Mulshi No.2, whereby the Confirming Party and the said two other co-owners authorized the Promoter to execute the present Agreement on behalf of the Confirming Party and the said two other co-owners and to duly register the same and admit execution before the concerned Sub-Registrar. The Plots bearing Numbers R- 22 to R- 29 out of the said Mater Plan together with the right of way over 18 mtr. wide road connecting to the said Plots to the public road are more particularly described in the **Part A of the Second Schedule** hereunder written and are hereinafter, wherever the context so permits, referred to as **"the said Total Plots"**;

K. Vide two Sale Deeds both dated 12/10/2012 [duly Registered under Serial Nos.**5311/2012** and **5312/2012** with the Sub-Registrar, Pune], the said two other co-owners sold and the Confirming Party herein, purchased all the respective right, title and interest of the said two other co-owners in the said Total Plots, so as to constitute the Confirming Party herein as the sole and absolute owner of the said Total Plots.

L. The Promoter has procured sanction from the Office of the Collector, District Pune for the Building Plans in respect of the construction of various buildings containing residential flats on the said Total Plots hereinafter

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

collectively referred to as "the said Housing Complex", including a Building (hereinafter **"the said Building"**) containing Residential Units/Flats on a portion admeasuring **960.41** sq. mtrs. forming part of Plot bearing Number **R-26,** which said portion is more particularly described in **Part B of the Second Schedule** hereunder written and is hereinafter referred to as **"the said Land"** and is demarcated on the site plan annexed hereto as an attachment to the plan of the said Unit Annexure "C", hereinafter described;

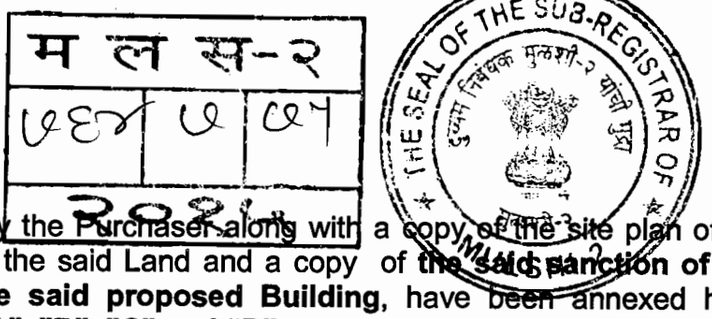
M. The confirming party has applied to the Office of the Collector Pune for grant of permission for sale of residential flats / units. in the said Housing Complex to be constructed by the Promoter on the said Total Plots (including the said Building proposed to be constructed on the said Land) as part of the said Township as contemplated under Regulation 6 of the Regulations for Development of Special Townships made by the Government of Maharashtra. The Collector has considered the above mentioned application for permission and process is going on for the grant of the application.

N. In the circumstances the Promoter is developing the said Total Plots by demarcating various portions out of the said Total Plots (including the said Land) and constructing on each such portion of the said Total Plots (including the said Land) a multi-storied building consisting of apartments for use as residences, shops, commercial establishments, hotels, restaurants or any other permissible user as designated by the Promoter, and dedicating each such portion of the said Total Plots (including the said Land) under the provisions of the Maharashtra Apartment Ownership Act, 1970 by causing the Confirming Party to sign and register a Declaration under the provisions of the said Act, in pursuance whereof the Promoter Shall, on completion of the said Building and on sale of all the units in the said Building, cause the Confirming Party to sign and register a Declaration under the provisions of Section 2 of the Maharashtra Apartment Ownership Act, 1970 and on completion of the all said buildings to be constructed on the said various demarcated portions of the said Total Plots (including the said Building proposed to be constructed on the said Land) and sale of the apartments therein (for specified user as may be designated by the Promoter) the Promoter shall execute and/or cause the Confirming Party to execute a Deed of Apartment by way of Lease in respect of a proportionate share in the said Land in favour of all the purchasers of apartments in the said Building,

O. The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Building as well as the Unit hereby agreed to be sold and of such documents as are specified under the Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as "The Ownership Flats Act") and the Rules made there under;

P. The Purchaser has, before execution hereof, had the title of the Promoter herein to the said Land independently verified through the Advocate of the Purchaser and the Purchaser has satisfied himself/ herself that the same is free, clear and marketable;

Q. A copy of **the Certificate of Title** issued by the Advocate of the Promoter, copies of **the Extracts of Village Form VII/XII** in respect of the said Total Plots (including the said Land) showing the nature of the title of the Promoter to the same, **a copy of the internal plan of the Unit** agreed to be



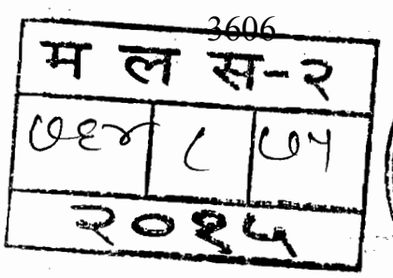
purchased by the Purchaser along with a copy of the site plan of the said building and the said Land and a copy of **the said sanction of the said plans of the said proposed Building**, have been annexed hereto as **Annexure "A", "B", "C" and "D"** respectively;

R. The Purchaser, after being fully satisfied in respect of the title to the said Land and all permissions, plans etc. in respect of the said Building, has agreed to acquire a Residential Flat admeasuring **29.52** sq. mtrs. (equivalent to **318** sq. ft.) carpet area inclusive of the areas of balconies to the said Residential Flat bearing No .**417** to be situated on the **FOURTH FLOOR** floor of the said Building "**B1**" forming part of the said Housing Complex to be constructed by the Promoter on the said Total Plots at or for the consideration and on the terms and conditions set out hereinafter, which said Residential Flat bearing No. **417** is more particularly described in the **Part "C" of the Second Schedule** hereunder written and hereinbefore and hereinafter referred to for the sake of convenience and brevity as **"the said Unit"**;

S. The Purchaser hereby expressly confirms that he/she has entered into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the documents, plans, orders, sanctions, approvals, schemes including the right and entitlement available to and reserved by the Promoter in these presents;

T. It is clarified by the Promoter that the building plans and the layout plans for the said Residential Buildings though approved by office of Collector, Pune are tentative and are liable to be changed and/or revised or amended as per the requirements of the Promoter and/or as may be ultimately approved/sanctioned by office of Collector, Pune and other concerned public bodies and authorities. The Promoter reserves the right to do so without obtaining any consent / permission / approval from the Purchaser and this right of the Promoter is acknowledged and accepted by the Purchaser;

U. The Promoter and Confirming Party have informed and explained to the Purchaser and the Purchaser has agreed that the development of the said Township on the said Larger Land shall be in a phased manner and will be completed in the due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Housing Complex shall also be developed in a phased manner and will be completed in due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Building proposed to be constructed on the said Land will consume more FAR than the FAR of the said Land by utilizing further FAR from the said Total Plots other than the said Land. In the circumstances the Purchaser agrees that any increase in FAR or any other development potential whatsoever, whether by way of loading TDR from outside or Fungible FSI (FAR) or otherwise howsoever in respect of the said Land at any time heretofore, and, in particular, upto the extent and point that such increase raises the FAR or other development potential of the said Land to equate the FAR or other development potential now being consumed in the said Building, shall belong absolutely to the Promoter/ Confirming Party who shall be entitled to utilize the same by putting up further construction anywhere on the said Total Plots and/or the said Larger Land, but other than on the said Land or the said Building;



V. Relying upon the same as stated hereinabove, the Promoter agrees to sell the said Unit to the Purchaser on the terms and conditions hereinafter appearing;

W. In accordance with Section 4 of the Ownership Flats Act, the Promoter is required to execute a written Agreement for Sale of the said Unit with the Purchaser being, in fact, these presents;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The recitals as mentioned hereinabove form an integral and operative part of this Agreement and this Agreement shall be read, understood and construed accordingly.

2. The Promoter is proceeding with the construction work of the said Building on the said Land more particularly described in the Part B of Second Schedule hereunder written.

3. The said Building to be constructed by the Promoter on the said Land shall be constructed by the Promoter in accordance with the plans and specifications sanctioned by the Collector of District Pune and which the Purchaser has seen and approved, but which said specification may be amended from time to time as aforesaid.

4. The Purchaser hereby declares that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser has taken full and free inspection of, inter-alia, the following:

a) Nature of the title of the Promoter to the said Land along with the relevant Documents.

b) All the plans and specifications sanctioned by the Office of the Collector of District Pune in respect of the said Building proposed to be constructed upon the said Land.

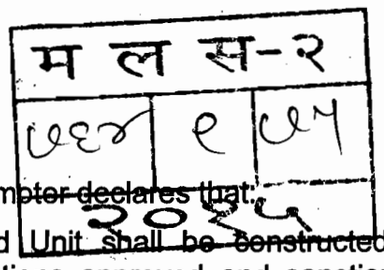
c) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.

d) All the particulars of design and materials to be used in the construction of the said Unit hereby agreed to be sold.

e) The nature of organization of persons to be constituted of all purchasers of Units in the said Building and to which title to the said Building is to be passed under the Maharashtra Apartment Ownership Act, 1970 by way of a Deed of Apartment by way of a Lease of the said Land proportionately and sale of the Unit agreed to be sold;

f) The various amounts that are to be paid, inter alia, towards the ground rent, revenue assessment and other taxes and water and electric charges, including water deposit and electricity deposits as are applicable for the time being in force.

5. The Purchaser hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser, with full knowledge thereof, has entered into this Agreement.





6. The Promoter declares that:

(a) The said Unit shall be constructed in accordance with the plans and specifications approved and sanctioned by the Office of the Collector of District Pune and as may be amended from time to time as aforesaid.

(b) Possession of the said Unit agreed to be purchased by the Purchaser shall be handed over to the Purchaser by the Promoter to the Purchaser complete in all respects on or before 30th June, 2016 provided that the Purchaser shall have made payment of the installments towards the purchase price of the said Unit and other charges as agreed upon without delay at the times stipulated for payment therefore and also subject to force majeure conditions and other factors beyond the control of the Promoter.

(c) The carpet area of the said Unit inclusive of the area of balconies therein shall be **29.52** sq. mtrs. (equivalent to **318** sq. ft.) (Subject to a maximum variation of 5%. Accordingly the Purchaser agrees to pay towards the area increased if any and similarly the Seller agrees to refund amount towards the area decreased if any) as per the **copy of plan of the said Unit** annexed hereto as **Annexure "C"**.

(d) The mutually agreed lumpsum price of the said Unit inclusive of the proportionate price of the common areas and facilities and limited common areas of the said Building is Rs. **1,993,350.00/- (Rupees Nineteen Lakh(s) Ninety Three Thousand Three Hundred Fifty Only**) plus VAT & Service Tax amounting to Rs. **81,528.02/- (Rupees Eighty One Thousand Five Hundred Twenty Eight And Paise Two Only).** Save as otherwise expressly set out herein, it is hereby expressly agreed by and between the Parties that the time shall be essence of this Agreement for payment as mentioned in this agreement and for complying with the terms and conditions of this Agreement. Further the said sum of Rs. **395,319.14/- (Rupees Three Lakh(s) Ninety Five Thousand Three Hundred Nineteen And Paise Fourteen Only**) and VAT & Service Tax amounting to Rs. **32,148.86/- (Rupees Thirty Two Thousand One Hundred Forty Eight And Paise Eighty Six Only**) is being paid at the time of execution of this Agreement.

(e) The Promoter shall not later than 6 Months from the date of completion of the last building in the said Housing Complex ensure that leasehold title (by way of a Deed of Apartment by way of Lease in perpetuity) to the said Land is granted to the purchasers of the units in the said Building in the proportion that the area of each unit bears to the aggregate area of the entire said Building.

7. The said Unit hereby agreed to be sold is intended and shall be used for permissible Residential purposes only and the Purchaser undertakes that the said Unit shall not be used by the Purchaser for any other purpose whatsoever.

8. The Purchaser hereby accepts and shall always be deemed to have accepted the title of the Promoter to the said Land and he/she agrees not to raise any requisition or objection in respect thereof.

9. As mentioned above, the Purchaser has agreed to acquire Flat No **417** on the **FOURTH FLOOR** of the said Building no. **B1** in the said Housing Complex as per the copy of the plan of the said Unit hereto annexed and marked as Annexure "C" at or for the consideration of Rs. **2,074,878.02/- (Rupees Twenty Lakh(s) Seventy Four Thousand Eight Hundred Seventy Eight And Paise Two Only**) inclusive of VAT and Service Tax. The Purchaser shall make payment of the said agreed consideration

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amount to the Promoter according to the Schedule of Payments set out in the **Third Schedule** hereunder written. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the Third Schedule hereunder written and to demand from the Purchaser the aggregate of the **installments towards the balance agreed consideration amount** mentioned in the **Third Schedule** hereunder written to be paid on completion of such stages of construction/Items of Work. The Purchaser shall make payment of all installments towards the balance agreed consideration amount to the Promoter by Demand Draft or by local Cheques, if the Branch of the Drawer Bank is situate in Pune. The Purchaser agrees and confirms that the certificate of the Promoter shall be conclusive proof that the plinth or the casting of the respective slabs or any other items of construction work are completed as mentioned in the letter of intimation from the Promoter to the Purchaser, and the Purchaser shall make payments as herein provided, time being of the essence of this Agreement. The Purchaser agrees that he/she shall not be entitled to raise objections with regard to the completion of the plinth or casting of the respective slabs or the other items of construction work or the certification of the same by the Promoter.

10. The Unit agreed to be acquired by the Purchaser herein shall be provided with the **amenities and shall be built as per the specifications**, which are set out in the **Fourth Schedule** hereunder written. However, it is specifically agreed between the parties hereto that the Promoter shall have the right to change the said amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or the Promoter feels it would be better and/or for any other reason beyond the control of the Promoter.

    If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are as close to and similar to the original items as is reasonably possible. The Purchaser agrees not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

11. The Purchaser admits having taken inspection of all the documents required to be given by the Promoter under the provisions of the Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder. The Purchaser hereby agrees and confirms that the Promoter shall be entitled to exercise the powers and authorities set out below as if the Purchaser had given written prior consent to the Promoter as required under the provisions of the said Act. The Purchaser hereby confers upon the Promoter the right and authority for the purposes set out herein below :

a) The Promoter and Confirming Party have explained to the Purchaser and the Purchaser has agreed that the development of the said Township on the said Larger Land shall be in phased manner and will be completed in the due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Total Plots and the said further buildings in the Housing Complex shall also be

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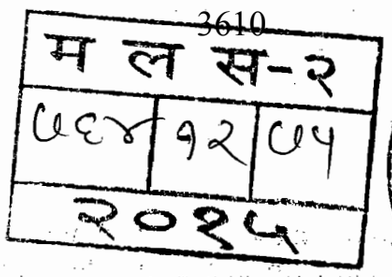
developed in a phased manner and will be completed in due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Building proposed to be constructed on the said Land will consume more FAR than the FAR of the said Land by utilizing further FAR from the said Total Plots other than the said Land. In the circumstances the Purchaser agrees that any increase in FAR or any other development potential whatsoever, whether by way of loading TDR from outside or Fungible FSI (FAR) or otherwise howsoever in respect of the said Land at any time heretofore, and, in particular, to the extent and point that such increase raises the FAR and other development potential of the said Land to equate the FAR or other development potential now being consumed in the said Building, shall belong absolutely to the Promoter/Confirming Party who shall be entitled to utilize the same by putting up further construction anywhere on the said Total Plots and/or the said Larger Land, but other than on the said Land or the said Building. The Promoter shall be entitled to consume the present as well as such future F.A.R. as may be available in respect of the said Land or any part thereof or consume F.A.R. which may be procured by the Promoter by way of Transfer of Development Rights ("TDR")/ Fungible FSI or additional FAR or otherwise howsoever which may become available for carrying out construction on the said Total Plots and/or the said Larger Land on account of any change in the Development Control Regulations or as per the applicable law in force from time to time or otherwise howsoever on the said Land at present or in future and for the purpose of consuming such balance and/or additional F.A.R. to construct extensions and/or additional floors and/or additional Building/s as the Promoter may think fit and proper.

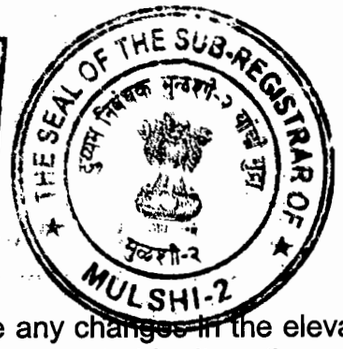
b) After consuming such balance and/or additional F.A.R. by constructing extensions and/or additional floor/s containing Units, the Promoter shall be entitled to sell such Units for such permissible user as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in its absolute discretion deem fit.

c) The Promoter shall also be entitled to consume additional F.A.R. and/or balance available under Building Rules or by any special concession being granted by the Office of the Collector of Pune or any other authorities including the F.A.R. available in lieu of road widening, set back, reservation etc.

d) The Purchaser of the Unit agreed to be sold hereunder and all the other purchasers of units in the said Building to be constructed on the said Land shall not have any right, title, claim or interest in respect of the open spaces, parking spaces and common areas of the said Total Plots and/or the said Housing Complex and/or the said Township. The Purchaser shall only acquire a right in the said Land and only after the Promoter declares that the project is completed and till then the rights of the Purchaser are confined only to the Unit hereby agreed to be sold and access thereto over the shortest exit/entry from any public road.

e) Irrespective of whether the possession of the Unit being given to the Purchaser and/or management of the said Housing Complex being given to an Ad-Hoc Committee of the purchasers of Units in the said Building, the rights under this Clause and/or under this Agreement reserved for the Promoter for exploiting the potential, both present and future, of the said Land shall subsist and shall continue to vest in the Promoter as shall be reserved to the Promoter in the said Deed of Apartment by way of lease.





f) The Promoter shall be entitled to make any changes in the elevation of the said Building/Housing Complex to be constructed by it on the said Land as also in the plans and specifications in respect thereof without being required to take the consent of the Purchaser provided however that such changes shall not materially affect the area, internal plan and location of the Unit agreed to be sold hereby.

g) The Promoter and Confirming Party shall be entitled to lay Drains, Sewers, Gas, Water & Electrical Pipelines, Telecom Conduits and other Installations over/under the said Land/the said Building as part of development of the said Special Township on the said Larger Land.

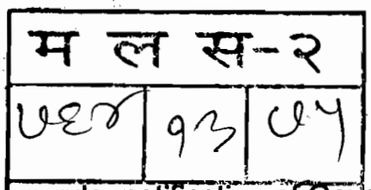
The Purchaser and/or the Association of Apartment Owners of the purchasers of the Units in the said Building shall not raise any objection on any ground as the Promoter's rights reserved herein.

12. The Purchaser shall not be allowed to make use of the terraces over the top floor of the said building wherein the said Unit is housed which will be exclusive property of the Promoter, subject only to right access to the Association of Apartment Owners to attend to any leakage from the terraces or to carry out any repairs or to install, repair and maintain any TV Antennae of purchasers of Units in the said Complex.

13. The Promoter shall be entitled to grant the exclusive right to use, occupy and enjoy all or any of the terraces in the buildings of the said Housing Complex to be constructed by the Promoter on the said Total Plots/Larger Land to one or more of the purchasers of the Units therein. Such terraces, the exclusive use, occupation and enjoyment of which have been granted by the Promoter as aforesaid shall constitute restricted common areas and facilities as contemplated under the Ownership Flats Act, 1963. Before execution hereof the Purchaser has been provided with details of the exclusive right of user to certain purchasers of units in the said Building of certain terraces already granted/agreed to be granted by the Promoter in the said Building prior to the date of execution hereof.

14. It is agreed between the parties hereto that if the Promoter fails to give possession of the said Unit in accordance with the terms of this Agreement on the date mentioned in Clause 6(b) hereinabove, or if, the Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Unit by the said date and after a period of three months if those reasons still exist, then in such case, instead of the said Unit, the Promoter shall, without prejudice to its rights reserved hereunder, be liable to refund the amounts already received by it in respect of the said Unit from the Purchaser (save and except any amount received by way of V.A.T., service tax or any such other tax/levy)with simple interest thereon at the rate of 9% per annum from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser and the said amount and interest shall be a charge on the said land and construction thereon to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Unit on the aforesaid date, if the completion of building in which the Unit is to be housed is delayed on account of:

i) Non-availability of steel, cement, other building material, water or electric supply.
ii) War, Civil commotion or act of God.





iii) Any notice, order, rule, notification of Government and/or Municipal or other public or competent authority which prevents the Promoter from carrying out with the work of development and construction on the said Land.

iv) Any delay on the part of the Office of the Collector of Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / NOCs / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Housing Complex under construction by the Promoter on the said Land.

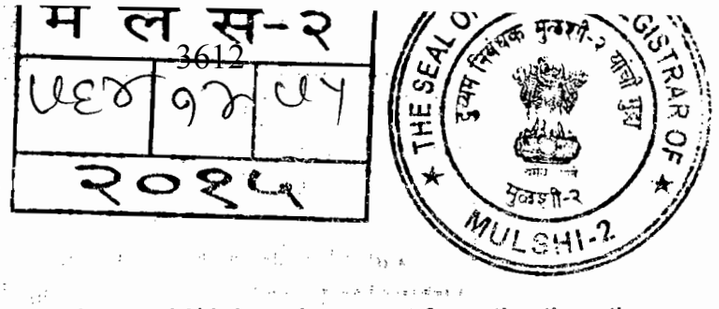
v) Non-payment or delayed payment of installments by the Purchaser;
vi) Any change in the Development Control Rules and Regulations and/or in law;
vii) Force-majeure Causes or other reasons beyond the control of the Promoter.
viii) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s
ix) Any other circumstances beyond the control of the Promoter.

The Purchaser shall take possession of the said Unit within seven days of the Promoter giving written notice to the Purchaser intimating that the said Unit is ready for use and occupation and in that behalf comply with all necessary legal formalities. Upon the Purchaser taking the possession of the said Unit, he/she shall have no claim against the Promoter in respect of any item or work in the said Unit which may be alleged not to have been carried out or completed.

Provided further that the Purchaser shall not without the prior consent of the Promoter carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the defect liability of the Promoter shall automatically become void and Purchaser shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works.

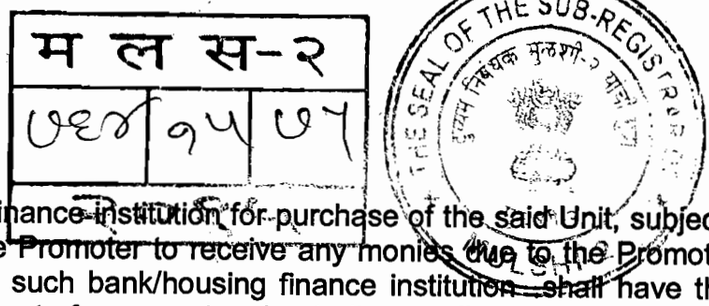
Also it is mutually agreed that the statutory liability period will start from the date of the Promoter offering to the Purchaser vacant possession of the said Unit. The Purchaser shall take possession of the said Unit after inspecting the same and satisfying himself / herself that the same has been constructed in accordance with the sanctioned Building Plans in respect thereof and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser in respect of the said Unit after possession thereof has been handed over to the Purchaser.

15. The Purchaser hereby agrees to pay all amounts due and payable under this Agreement on the stipulated dates. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser fails or delays to make payment of any of the said dues within a period of fifteen days from the date of receipt of written intimation by the Promoter on the dates stipulated therefore, then in that event, the Promoter shall have an option either to terminate these presents or to accept interest from the Purchaser @ 18%



per annum on such unpaid/delayed amount from the time the same became payable. If, the Promoter exercises its said option to terminate these presents on the ground mentioned above and does so terminate the same, it shall repay to the Purchaser such amounts paid to it by the Purchaser/s without interest (save and except any V.A.T., service tax or any other such levy/tax) after deducting an amount equal to 20% of the amount received from the customer plus interest as computed above, and in such an event, the Purchaser shall only have a money claim simpliciter against the Promoter for refund of all such amounts due to the Purchaser from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deems fit and proper without recourse or reference to the Purchaser. Further, if the Purchaser fails to comply with or contravenes the provisions of this agreement, he/she/they shall be liable to action contemplated under Section 12 of the Ownership Flats Act.

16. The Purchaser has been expressly made aware by the Promoter of the fact that the Promoter has made and will be required to make a substantial investment in the Building to be constructed on the said Land and for due completion thereof and that relying, interalia, on the assumption that the Purchaser herein and the other purchasers of units in the said Building will make payment of the installments towards the balance purchase price of their respective Units at the times stipulated for payment thereof, the Promoter has undertaken statutory and contractual liabilities towards the Purchaser herein and the purchasers of other units in the said Building. The Purchaser has been fully made aware of the fact that if the Purchaser herein seeks to rescind the proposed purchase of the said Unit (except on account of any undue delay on the part of the Promoter in completing the said Building and the said Unit), such rescission shall adversely affect the said Building being constructed by the Promoter on the said Land as a whole. Keeping the above facts and circumstances in mind, it has been agreed by and between the Promoter and the Purchaser that in the event of the Purchaser not being desirous of purchasing the said Unit and, as a consequence, the Purchaser seeking to rescind these presents, the Promoter shall be obliged to refund without interest, only the balance amount of all payments made by the Purchaser to the Promoter under the terms hereof upto the date of such cancellation, after deducting therefrom a sum amounting to 20% of the amount received from the customer plus interest levied at 18% if due on the outstanding amounts and after deducting taxes and levies, which said deductions shall stand forfeited. Further, the Promoter shall be liable to make such refund only after the Promoter has re-sold the said Unit and after the Promoter has received monies due from any such new prospective purchaser of the said Unit. In the circumstances contemplated above, on the Purchaser intimating to the Promoter that the Purchaser is desirous of rescinding this Agreement, this Agreement shall be deemed to stand cancelled by mutual consent of the parties hereto on and from the date the Promoter receives such written intimation from the Purchaser. But if the customer has availed loan from any Bank or Financial Institution by mortgaging the said flat / unit, then the cancellation would take effect only after the receipt of no dues certificate from such Bank / Financial Institution. The Purchaser shall have only a money claim against the Promoter to the extent of the amount to be refunded by the Promoter to the Purchaser and shall forthwith cease to have any rights in the said Unit. However, under any circumstances whatsoever, if the Purchaser has availed of any housing loan from any



bank/housing finance institution for purchase of the said Unit, subject to the first right of the Promoter to receive any monies due to the Promoter from the Purchaser, such bank/housing finance institution shall have the prior right to repayment of any monies due to it over all other persons (save and except the Promoter), from any monies to be refunded by the Promoter to the Purchaser as aforesaid.

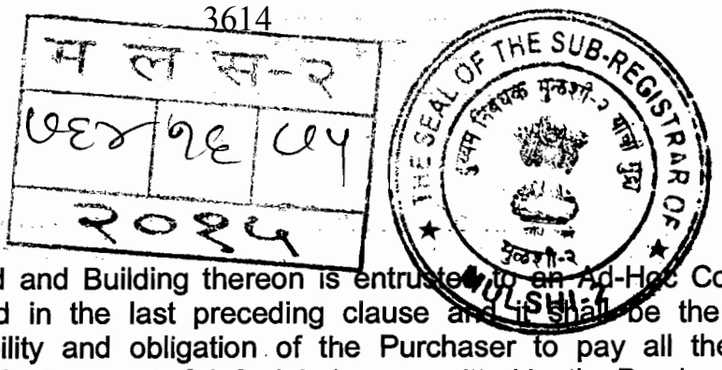
17. The Purchaser agrees to sign and deliver to the Promoter before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoter for the formation of the Association of Apartment Owners.

18. Until the execution of the said Deed of Apartment by way of lease as is hereinafter provided and/or possession of the said Land is delivered by the Promoter to the purchasers of units in the said Building and the formation of the said Association of Apartment Owners and intimation of the same is received by the Purchaser from the Promoter, the Purchaser shall be bound and liable to pay to the Promoter regularly and punctually all contributions and other amounts required to be paid by the Purchaser to the Promoter under this Agreement and the Purchaser shall not withhold any such payment to the Promoter. The Purchaser shall be liable to make payment of interest at the rate of 18% per annum on any such contributions liable to be made by him/her from the date the same became payable up to payment thereof. However, if the Promoter in its absolute discretion so desires, it shall be entitled to entrust the management of the said Land and the Building thereon to an Ad-Hoc Committee of the unit purchasers for looking after maintenance and management thereof only including collection and disbursement of contributions from the purchasers of units in the said Building towards payment of outgoings and expenses referred to herein, then in such event, the Promoter shall not be under any obligation or liability to collect the said contributions or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefore or any matter concerning maintenance or management of the said Land and the said Building and the liabilities in that behalf shall be that of the Ad hoc Committee of the purchasers. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said Land and the said Building standing thereon and the common areas thereof etc. and pay the outgoings.

    The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.

19. The Purchaser hereby irrevocably gives his/her consent to the Promoter for raising any finance by way of mortgage of the said Land and the Building thereon (i.e. other than the said Unit) if, as and when so deemed necessary by the Promoter.

20. The Purchaser is aware that the Promoter shall be collecting and disbursing the maintenance, taxes and all other outgoings in respect of the said Land as also the common expenses of maintenance and management of the said Land and the said Building thereon until such time as the execution of the said Deed of Apartment by way of lease and formation of the said Association of Apartment Owners as aforesaid or until management of the

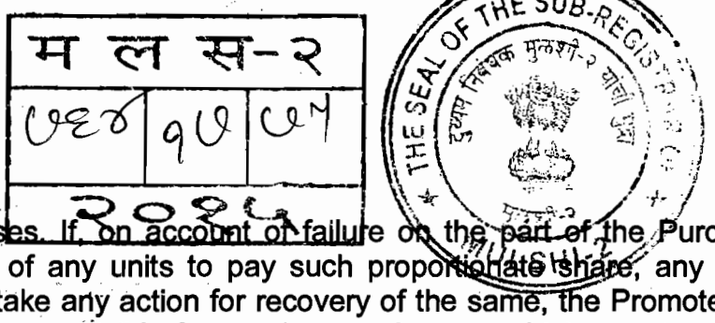


said Land and Building thereon is entrusted to an Ad-Hoc Committee as mentioned in the last preceding clause and it shall be the paramount responsibility and obligation of the Purchaser to pay all the outgoings regularly. In the event of default being committed by the Purchaser herein or any of the purchasers of any other units in the said Building, the Promoter shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the collective responsibility of all the purchasers of the units in the said Building who together shall be deemed to be Managers under the provisions of the Ownership Flats Acts 1963 in respect of the units possession whereof has been given by the Promoter.

21. The purchasers of all units in the said Building, including the Purchaser herein, shall join as a member of the Association of Apartment Owners. The Purchaser shall, within seven days from the Promoter calling upon him/her to do so, execute all deeds, documents and papers for or in connection with the formation of the said Association and the bye-laws of the condominium or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser agrees to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and purchasers of the units may be affected, prejudiced and endangered in any manner or likely so to be.

22. The purchasers of all such units in the said Building shall be admitted, as members of the said Association which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser and other members of such Association without any reservations or conditions. However, it is clarified that before the Purchaser herein is admitted as Member of any such Association, the Purchaser shall have paid/cleared all his/her dues under the terms hereof to the Promoter, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Building. No transfer fees, premium or any other amounts save and except nominal entrance fees and other monies paid by all the purchasers at the time of formation, shall be charged from the Purchaser.

23. Commencing a week after Notice in writing is given by the Promoter to the Purchaser that the said Unit is ready for use and occupation, the Purchaser agrees and binds himself / herself to pay a proportionate share as may be determined by the Promoter of all the outgoings in respect of the said Land and the said Building thereon including all the government rates, taxes and charges and collector/s bills, electricity and water deposits, insurance of common facilities/installations, electricity bills, common lights and electric installations, water charges, watchman and sweepers, wages, sanitation, addition and alteration, oil painting, colour washing, repairs etc. more particularly and specifically mentioned in the **Fifth Schedule** hereunder written and all other outgoings and expenses of and incidental to the management and maintenance of the said Land and the said Building thereon. Until the taxes, etc. are fixed and the exact amount worked out for each Unit, the Purchaser shall pay the provisional monthly outgoings detailed in Clause 24 below. The Purchaser shall indemnify and keep indemnified the Promoter against the aforesaid taxes and other payments



and expenses. If, on account of failure on the part of the Purchaser and purchasers of any units to pay such proportionate share, any concerned authorities take any action for recovery of the same, the Promoter shall not be liable or responsible for any loss or damage which may be suffered by the Purchaser on account of the said action.

24. On or before taking possession of the said Unit, the Purchaser agrees to deposit with the Promoter an amount decided by the Promoter an amount equivalent to twelve months of projected outgoings. It is hereby clarified that the said amounts are mere estimates made by the Promoter and if the proportionate contribution of the Purchaser herein exceeds the amounts mentioned above, the Purchaser shall be obliged to deposit the additional amounts with the Promoter on demand.

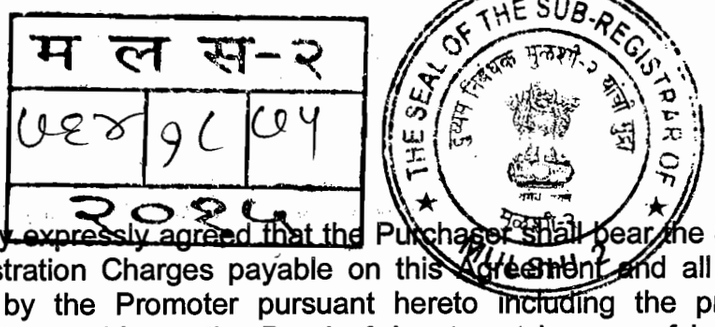
25. The Promoter shall not be liable to share in the payment of any maintenance charges, electricity charges and water charges in respect of unsold Units in the said Building so long as the same are vacant and unoccupied.

26. The Purchaser shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge such as VAT, Service Tax, LPT (as and when applicable) and/or any other such Taxes/levies as are or as may be levied by the State or Central Government or any other Authority from the date hereof upto before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser hereby agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser of any such taxes, duties etc. Such taxes/levies shall be non-refundable in the event that the purchase of the said Unit is cancelled for any reason.

27. The Purchaser hereby irrevocably consents and authorizes the Promoter to represent him/her it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter may, till the formation of the said Association of Apartment Owners represent the Purchaser and his/her interest and give consent, NOC's and do all necessary things in all departments of the Office of the Collector of Stamps, Pune, Roads, Water and other Government Departments, MSEDCL etc., on behalf of the Purchaser and whatsoever acts, done by the Promoter on behalf of the Purchaser shall stand ratified and confirmed by the Purchaser and the same shall be binding on the Purchaser.

28. It is hereby clarified that the Promoter herein shall be deemed to be a liaisoning agency for applying for all municipal and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose.

    However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such legal body or authority or MSEDCL in providing such amenities, services or facilities to the Housing Complex on the said Land or to the Unit agreed to be sold hereunder.



29. It is hereby expressly agreed that the Purchaser shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Promoter pursuant hereto including the proportionate Stamp Duty payable on the Deed of Apartment by way of Lease to be executed in pursuance hereof, the Deed of Declaration to be executed and registered the costs of formation of the condominium and the Association of Apartment Owners, the bye- laws of the condominium etc.

30. In the event of the said condominium / association of apartment owners being formed and registered before the sale and disposal by the Promoter of all the units in the said Building, the powers and the authority of the condominium / association of Apartment owners so formed of the Purchaser and other holders of the units shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the said Land and Building and, in particular the Promoter shall have absolute authority and control as regards the unsold units and disposal thereof. The Purchaser hereby agrees and confirms that in the event of the condominium / association of apartment owners being formed before the Promoter deals with or disposes of all the units in the said Building to be constructed on the said Land then and in that event the purchasers of the unsold units from the Promoter shall be admitted to the membership of such condominium / association of apartment owners on being called upon by the Promoter without payment of any premium or any additional charges save and except for the and entrance fee and such purchaser thereof shall not be discriminated or treated prejudicially by such condominium/association of apartment owners.

31. The Confirming Party shall have total discretion in the matter of development and maximum exploitation of the said Larger Land and the said Township and the Promoter shall have total discretion in the matter of development and maximum exploitation of the said Total Plots and the said Housing Complex and they shall be entitled to develop, construct, sell and dispose of flats in the other towers/ buildings constructed in the said Larger Land and said Total Plots and the said Housing Complex respectively without being objected by the purchasers of the units in the said Building (including the Purchaser herein).

32. As per the township scheme there will be a floating FSI available on the said Larger Land. The Confirming Party and the Promoter jointly as may be mutually agreed between them are entitled to consume the unused FSI of the said Larger Land anywhere in the said Township and/or the said Total Plots and the Purchaser has given his absolute consent thereto.

The Confirming Party shall be entitled to add and amalgamate adjoining lands to the said Larger Land.

The Purchaser has entered into these presents and has agreed to purchase the said Unit from the Promoters with full knowledge of the fact that the Confirming Party have acquired/proposes to acquire lands in the vicinity of the said Larger Land and the Confirming Party have reserved their right to amalgamate such lands with the said Larger Land and to develop the said Larger Land and such amalgamated lands as one Township, as also the Confirming Party and Promoter have reserved the right to revise the said layout and building plan/ or sub-divide the said Larger Land or any such amalgamated land, provided however that such changes shall not materially affect the internal plan and location of the Unit agreed to be sold hereby.

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33. The Promoter shall always have a right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Purchaser as per prevailing laws, rules, regulations, notifications, by-laws etc.

34. In the event any portion of the said Land being required by any utility/ service provider for installing any electric sub-station/ transformer/ tower, gas bank machinery, plants, buildings etc., the Promoter shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Promoter deems fit and/or as per the requirement of such utility/service provider or as per applicable law/rules/regulations. The Purchaser or the condominium / association of apartment owners shall not be entitled to raise any objection in this regard.

35. The Promoter and Confirming Party shall be entitled to use, enjoy and enforce all the rights, liberties and privileges as per the said Township Regulations.

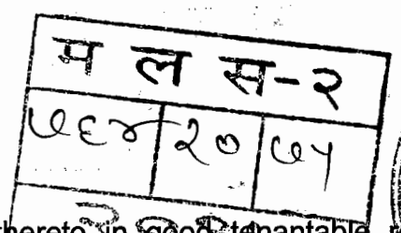
36. The Purchaser or himself with intention to bring all persons in to whosoever's hand the Unit may come, doth hereby covenants with the Promoter as follows:

a) To maintain the Unit at the Purchaser's own cost in good tenantable repair and condition from the date of possession of Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof.

b) Not to store in the Unit any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situate including entrances of the said building and in case any damage is caused to the building in which the Unit is situate or the Unit itself on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.

c) To carry out at his/her own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffering to be done anything in or to the building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority other public authority.

d) Not to demolish or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the building in which the Unit is situate and shall keep the pipelines, sewers, drains in the Unit and



appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the Unit without the prior wrote permission of the Promoter and/or the Association of Apartment Owners.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance (if any) of the said Land and the building in which the Unit is situate or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) It is expressly agreed between the Promoter and the Purchaser that the said Unit shall be utilized for residential purposes only and not for any other purposes whatsoever including the own profession of the Purchaser.

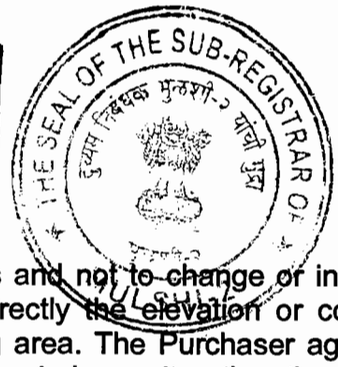
The Purchaser agrees not to change the user of the said Unit without prior consent in writing of the Promoter and any unauthorized change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement. It is clearly agreed and understood that all present or future owners, tenants/occupants, future tenants/occupants or any other person that might use the Unit in any manner, are subject to the provisions of this Agreement and that the mere acquisition or rental of the Unit or the mere act of occupancy thereof shall signify that the provisions of this Agreement are accepted and ratified. The Unit shall not be rented or given on leave and license or care-taker basis by the Purchaser for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the Unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations. However the Purchaser shall have the absolute right to lease the Unit or give it and leave and license or care-taker basis provided that said lease or leave and licence or care-taker basis is made subject to the covenants and restrictions contained in this Agreement and the Declaration and the Deed of Apartment by way of lease to be executed in pursuance hereof and further subject to the Bye-laws of the Condominium to be formed in pursuance hereof.

g) Not to affix sign boards or advertisements outside the said Unit or on any part of the said Building nor to affix any neon or other lights anywhere on the said Building. No signs of any kind shall be exhibited in any way on or about any Unit, the Building in which the Unit is located or any of the Common Facilities therein, no signs of any kind for any purposes, except legal public notices, shall be erected, posted, painted, or displayed on any Unit or the Building.

h) The attention of the Purchaser is drawn to the realization that all the proposed buildings are being constructed as a theme complex and has been designed to provide the purchasers with the ambience of a luxury resort.

The elevation of the said Building and the entire surroundings has been designed to create the atmosphere of the said theme. The said design is the outcome of meticulous planning of every detail and at a considerable cost. The arrangement of the features on the external faces of the said Building and the surrounding area is such that even a small variation of the same would cause disharmony. The Purchaser therefore specifically agrees and undertakes to maintain the said elevation strictly in accordance with the

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designs created by the Promoter's Architects and not to change or in any way do anything that affects directly or indirectly the elevation or colour scheme of the said Building and surrounding area. The Purchaser agrees not to fix grilles, split air-conditioning units or window units other than the places provided for the same. In the event that the Purchaser should commit a breach of this Clause, he/she shall be liable for the costs and consequence thereof and, in addition, the Promoter/Confirming Party and/or the Manager of the Condominium, shall be entitled to enter the said Unit or any part of the said Building and to carry out such work to restore the said elevation and/or colour scheme and to recover the cost of such work from the Purchaser. The necessity of maintaining the exterior of the Unit and keeping Common Facilities in a neat, clean and attractive manner is important to the Township.

No unit owner shall be allowed to hand/keep clothes outside their unit for drying. Objectionable materials are not to be stored in the Unit. Unit owners shall maintain the interior of their unit including, in particular, the water, power, sewage, telephone utilities servicing the unit in good and tenantable repair and the owners of all units in any particular building shall jointly maintain the exterior of such building as also the Common Facilities therein, in a good state of repair and condition. The Promoter has final authority to request the unit owner and/or units owners jointly as the case may be, to repair and maintain the Unit and/or Building and to correct or remove any objectionable condition. The Promoter shall hand deliver, or send by first-class mail, any such complaint to the owner of the offending unit with a request to correct the problem. Such request shall contain (1) a description of the offense, (2) the time within which the owner must respond with either sufficient assurances that the problem will be immediately corrected or correct the problem, and (3) the estimated amount to be assessed to the unit owner if the Promoter is compelled to correct the problem. If problems are not corrected, or no adequate assurance is given within 10 days after the request is sent, the Promoter may have the necessary work done and assess and bill the unit owner for the costs. Such assessment shall be the personal obligation of the unit owner and shall be a lien against his/her unity. No antennas or other device for the transmission or reception of television or radio signals or any other form of electronic radiation shall be erected, used or maintained outdoors on any unit or protruding out of the unit or anywhere on the Building or elsewhere in the Common Facilities. No owner of any unit shall interfere with the established drainage pattern. No individual sewage disposal system shall be permitted in the Building.

i) The Promoter has made substantial efforts and spent substantial money by providing facilities to the said Building by installing various civil, mechanical and electrical items. It is imperative that the same is as far as possible maintained by the manufacturers and/or authorized service agents. As such the Purchaser undertakes to maintain the said equipment by giving the service, repair, maintenance contract as far as possible to the original manufacturer of the said equipment and/or to their authorized service agents.

j) If any balance and/or additional F.S.I./TDR/Fungible FSI or any other further benefits/development potential become available at any time the Promoter shall be solely entitled to such benefits and shall be entitled to demolish any structure (save and except the said Building unless with the consent of all the purchasers of units in the said Building) belonging to the Promoter and to reconstruct the same or to put additional construction on any such structure as may be allowed by the Sanctioning Authorities and to sell or

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otherwise deal with same and the Purchaser will not object to the same and will not be entitled to any benefits arising out of the same. If any such additional construction is sold by the Developer as a unit, the Purchaser thereof will be entitled to join the said Association of Apartment Owners and the Purchaser herein shall not object to the same.

k) The Purchaser shall observe and perform all rules and regulations of the proposed Condominium and the additions, alterations or amendments thereto that may be made from time to time for the protection and maintenance of the said Building and the units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the concerned local authority or the Government and/or any other public body or authority. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the proposed Condominium regarding the occupation and the use of the said units in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement;

l) The Purchaser shall not exempt himself/herself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his unit. Similarly each of the unit owners shall be irrevocably bound and liable to comply with and perform all the terms and conditions of the said Lease to be granted by the Promoter to the unit owners as aforesaid it being amply clear that the Promoter has agreed to dedicate the said Land under the provisions of the Maharashtra Apartment Ownership Act, 1970 as contemplated by this Agreement and to sell to the Purchaser the said Unit strictly on the clear understanding that the rights of the Purchaser in the said Land shall be governed strictly in accordance with the terms and conditions of this Agreement, the said Declaration and the said Deed of Apartment and Byelaws of the Condominium to be executed in pursuance hereof as aforesaid.

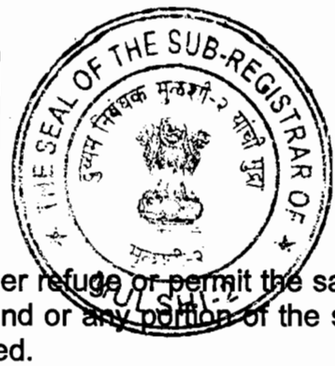
m) The Purchaser shall permit the Promoter and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Unit and the said Building or any part thereof to view and examine the state and condition thereof;

n) Easements and rights-of-way in the Unit of the Purchaser and in the Building in which the Unit is located and the said Land shall continue to be expressly reserved in the Promoter for the purpose of future construction of any structure at any time as well as for the creation, construction, and maintenance of utilities, such as gas, water, telephone, electricity, sewers, storm drains, TV cable, public, quasi-public or private, as well as for any public, quasi-public or private utility or function deemed necessary or expedient for public health, safety and welfare.

o) No animals, livestock or poultry of any kind other than traditional house pets shall be kept or maintained in any unit in the Building. Dogs and cats, or other traditional household pets may be kept in a unit, provided they are not kept, bred or maintained for commercial use or purposes. Household Pets are not allowed in any of the Common Facilities.

p) No noxious or offensive activities shall be carried in any unit nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

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q) Not to throw dirt, rubbish, rags, garbage or other refuge or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the Unit is housed.

r) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser viz. user for any purposes other than the permissible residential purpose.

s) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed thereof by the Promoter.

t) Not to lay/ install over the exterior of the building in which the said Unit is housed or the Common Areas thereof such as staircases, landings and ducts thereof, any Electrical, Telecom Lines or Conduits except at such locations and places as may be prescribed thereof by the Promoter.

u) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae Projects remains outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof except at such locations and places as shall be reserved for installation of such Dish and other Antennae by the Promoter.

v) The Purchaser shall not let, transfer, assign or part with the Purchaser's interest or benefits under this Agreement or part with the possession of the Unit until all dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has procured the prior written permission of the Promoter for any such assignment or transfer.

w) The Purchaser shall observe and adhere to all the rules and regulations which the condominium formed of all purchasers/ allottees of Units in said Building may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the condominium regarding the occupation and use of the Unit and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.

x) Till the execution of Deeds of Apartment by way of Lease of the said Land is effected in favour of the purchasers of the units in the said Building in proportionate shares and even thereafter, the Purchaser shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and Building or any part thereof to view and examine the state and condition thereof.

y) The Purchaser hereby irrevocable consents to abide by all the terms and conditions, rules and regulations detailed herein as elsewhere in this Agreement (including the recitals) as well as the said Declaration, Deed of Apartment by way of Lease, Byelaws of the Condominium to be executed in pursuance hereof as aforesaid, and failure to observe and perform the said terms, conditions, rules and regulations shall constitute a breach of the terms of this Agreement subjecting the Purchaser to penalties and

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consequences. All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the Unit. The Purchaser by accepting a deed or contract to purchase the Unit accepts the same subject to these covenants, restrictions, reservations, and servitudes and further agrees for himself/herself, his/her heirs, successors and assigns to be bound by each such covenants, restrictions, reservations, easements and servitudes, jointly and severally.

Each and every one of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be independent and separate agreements. In the event any one or more of such agreements shall for any reason be held to be invalid or unenforceable, all remaining shall nevertheless remain in full force and effect. The Promoter shall have the right to enforce, by any means available, all covenants, restrictions, reservations and servitudes herein, now and hereafter adopted. Failure by the Promoter to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action brought by Promoter against any unit owner to enforce any term, condition or covenant herein contained, or for a declaration of rights with respect thereto, the prevailing party shall be entitled to recover in addition to costs, a reasonable sum fixed by the court as and for attorney's fees.

37. The Promoter shall comply with all the requirements of the office of the Collector, District Pune for sanction of a water connection of the requisite capacity for the said Housing Complex to be constructed on the said Land. However, the Purchaser herein has been made expressly aware by the Promoter that till such time as such water connection is procured and sufficient water becomes available for the said Housing Complex through such water connection, the requirement of water for the said Housing Complex shall be met from other sources, including purchase of water from Water Tanker Agencies and that a pro-rata share of the cost of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser.

38. As the said Housing Complex is part of said Township It shall be the responsibility of the Confirming Party to supply water, power, fire brigade services to the said Township and to all the residents therein, at cost / usage fees / consumption charges as decided by the Confirming Party/ relevant authority from time to time, payable by the purchasers and/or the condominiums with the following terms and conditions.

i. The Confirming Party/Promoter shall arrange for the supply of treated water to the said Housing Complex and each Unit. The Confirming Party/Promoter shall provide independent water meter to the said Housing Complex and the condominium / association of apartment owners shall pay to the Confirming Party/Promoter for the same as per unit rates decided solely by the Confirming Party/Promoter. In case, for the reasons beyond its control, the Confirming Party/Promoter is unable to provide water and the Confirming Party/Promoter has to arrange other sources of water, then all the condominiums shall bear extra cost for such arrangement.

However the Confirming Party/Promoter shall not be responsible for short supply of water, for reasons beyond its control. In case of default of payment of water charges on part of the condominium / association of apartment owners to the Confirming Party/Promoter then the Confirming Party/Promoter shall be entitled to (a) discontinue the supply of water to the

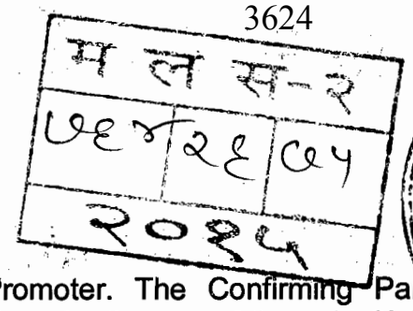
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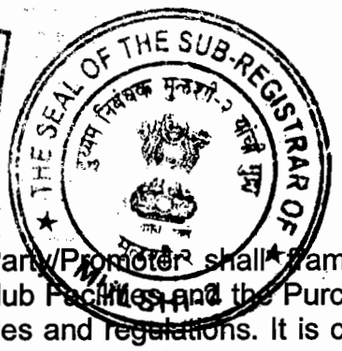
condominium / association of apartment owners as agreed hereunder and (b) to levy appropriate fines/ interests /penalties etc. on the condominium / association of apartment owners , until actual realization of the amount due from the condominium / association of apartment owners.

ii. The Confirming Party / Promoter may enter into an agreement with the Government of Maharashtra and other concerned authority for provision of fire brigade services. The Confirming Party /Promoter will bear one time investment for infrastructure for the said fire brigade services. In such case the Purchaser or condominium / association of apartment owners , shall pay recurring expenses, in respect of the said fire brigade services and related facilities, directly to appropriate authority or to the Government of Maharashtra or to the Confirming Party /Promoter.

iii. The Confirming Party/Promoter shall arrange for the supply of electricity to the said Housing Complex. The Confirming Party/ Promoter shall provide separate electric meter to each unit holder and each unit holder shall directly pay to the Confirming Party/Promoter for the same as per unit rates decided solely by the Confirming Party/Promoter. In case, for the reasons beyond its control, the Confirming Party/Promoter is unable to provide the electricity and the Confirming Party/Promoter has to arrange other sources of electricity, then each of the said unit holders of the said Housing Complex shall bear extra cost for such arrangement. However the Confirming Party/Promoter shall not be responsible for short supply of electricity, for reasons beyond its control. In case of default of payment of electricity charges on part of the Purchaser to the Confirming Party/Promoter, the Confirming Party/Promoter shall be entitled to (a) discontinue the supply of electricity to the Purchaser and (b) to levy appropriate fines/interests/penalties etc. on the Purchaser until actual realization of the amount due.

iv) The Confirming Party/Promoter have proposed to construct a Club Premises that may, at the sole discretion of the Confirming Party/Promoter, have various amenities such as Swimming Pool, Gymnasium, Spa, Club house table tennis, carrom, library, food and beverage outlets, indoor games, outdoor kids play activities and other recreational facilities as the Confirming Party/Promoter may deem fit from time to time, in the Township. The Membership to the club house can be availed by the Purchaser herein along with the immediate family members without being charged any membership fees. Guests of the Purchaser will however be charged a guest fee. The Purchaser and his/her immediate family members will however have to pay a user fee for use of the swimming pool, gymnasium, table tennis, carrom, library, indoor games and outdoor kids play activities as well as any charges for food and beverages which shall be charged as per the fare chart. The Purchaser shall be required in addition to pay certain further user charges for using facilities like restaurant, laundry, transport etc. as may be levied by the Confirming Party/Promoter from time to time. The Confirming Party/Promoter may operate and maintain all the said Club Facilities on its own or, at its option, may entrust the operation and maintenance of any or all of the said Club Facilities to any outside agency as it may in its sole discretion deem fit. The free club membership to the club house are provided strictly for the use of the Purchaser and his/her immediate family members only. The Confirming Party/Promoter may also permit, at its sole discretion, a reasonable number of guests of the Purchaser against the payment of a guest fee as may be prescribed. The Confirming Party/Promoter shall be at liberty to permit any other person to use the said Club Facilities at the sole discretion of the Confirming





Party/Promoter. The Confirming Party/Promoter shall frame rules and regulations for the use of the said Club Facilities and the Purchaser agrees and undertakes to abide by such rules and regulations. It is clearly agreed and understood that the said Club Facilities and the buildings on the said land on which the same stand shall at all times belong solely and exclusively to the Confirming Party/Promoter who shall be entitled to deal with and dispose of the same in any manner it may deem fit. The Confirming Party/Promoter shall be at absolute liberty to alter and/or discontinue the said Club Facilities as it may deem fit from time to time. The Purchaser hereby clearly understands and agrees that the said Club Facilities including the said utilities belong exclusively and absolutely to the Confirming Party/Promoter and do not form part of the Common Facilities attached to the said Unit agreed to be purchased by the Purchaser. The Purchaser is only entitled, if permitted by the Confirming Party/Promoter to the use of the said Club Facilities on the terms and conditions detailed above and subject to the said rules and regulations to be framed from time to time.

39. The Purchaser agrees and undertakes on demand to do, execute or perform and deliver or cause to be done, things, documents, letters, writing and papers as may be reasonably required by the Promoter for further, better or more perfectly effectuating or preserving the mutual rights and interest of the Promoter or the Purchasers for securing the due fulfillment of the provisions thereof.

40. On completion of the said Building the Promoter shall cause the Confirming Party to execute and register a Declaration dedicating the said Land forming part of the said Plot No. **R-26** under the provisions of the Maharashtra Apartment Ownership Act, 1970) as aforesaid. After all the entire said buildings to be constructed by the Promoter in the said Housing Complex are complete and ready and fit for occupation and only after all the units in the said Building that may be constructed have been sold and disposed off by the Promoter and the Promoter has received all dues payable to it under the terms of the agreements with various purchasers of the units the Promoter shall execute or cause to be executed a Deed of Apartment by way of lease in respect of a proportionate undivided share in the said Land and by way of sale in respect of the said Unit and an undivided proportionate share in the common amenities and spaces of the said Building, in favour of the Purchaser and after all the buildings in the said Total Plots have been completed in all respects, the Promoter shall form a Condominium and Association of Apartment Owners of the owners of the various units in the said Building including the Purchaser. Until the execution of the said Deed of Apartment by way of Lease as aforesaid, the possession of the said Land and the said Building shall be deemed to be of the Promoter. The Declaration, Deed of Apartment by way of Lease, bye-laws of the condominium and other documents shall be prepared by the Advocate of the Promoter and the same will be in consonance of the covenants and conditions and the rights retained and/or reserved by the Promoter and shall contain such terms and conditions as the said Advocate may deem fit and the Purchaser agrees and undertakes not to object to any of the said terms and conditions on any ground whatsoever, such objection, if any, shall ipso facto terminate this Agreement in favour of the Promoter. For the purpose of giving effect to the above, the said Declaration, Deed of Apartment by way of Lease to be executed shall inter alia contain such provisions and covenants, the burden of which shall run with the land and

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shall be binding upon all the persons who are or may become the holders of the said units and also contain a covenant by the Purchaser to indemnify and keep indemnified the Promoter and/or their nominee/s against all actions, cost, proceedings, claims and demands for the due performance and observance of such covenants. The said Declaration, Deed of Apartment by way of Lease formation of condominium etc. shall be at the sole cost and expense of the Purchaser and the purchasers of the other units in the said Building. The Promoter shall not be liable to contribute anything to such costs.

41. The Promoter shall be entitled to grant lease or licence of any portion of the said land to any Government/Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L or to any Private Party or Party for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or license.

42. It is hereby clarified that the rights of Purchaser herein shall be restricted only to the said Unit hereby agreed to be purchased by him/ her and in the Common Areas and Facilities of the Building in which the said Unit is housed Under construction on the said Land and the Purchaser shall not have any claim, right, title or interest of any kind whatsoever on the remaining part of the said Plot No .**R-26** or the said Total Plots or the said Housing Complex or the said Larger Land of which the said Land forms a part.

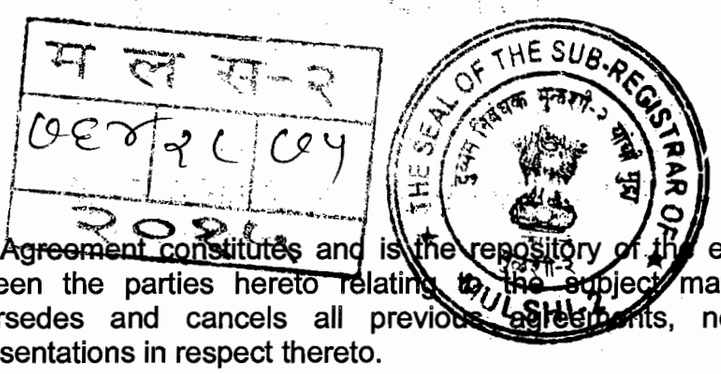
43. The Purchaser shall at his/her own costs lodge this agreement for Registration with the concerned Sub-Registrar of Assurances, or Taluka Mulshi and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.

44. The Purchaser has agreed to purchase the said Unit with knowledge of the fact that the contents of all Brochures / Hoardings / Promotional Literature pertaining to "the Project" are only indicative in nature and the same should not be taken literally by the Purchaser herein. If any term/condition of the said brochure/ Hoarding/ promotional Literature is at variance from the terms of this Agreement, the terms of this Agreement shall prevail and be binding on the Parties hereto.

45. The Purchaser hereby declares that he/she has entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained.

46. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non- compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter hereunder.

47. All letters, receipts, and/or notices issued by the Promoter dispatched under Certificate of Posting to the address of the Purchaser mentioned hereinabove will be sufficient proof of receipt of the same by the Purchaser and shall effectually discharge the Promoter. If there is any change in the said address of the Purchaser, the Purchaser shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser given hereinabove shall be treated/ deemed to have been received by the Purchaser.



48. This Agreement constitutes and is the repository of the entire agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations and representations in respect thereto.

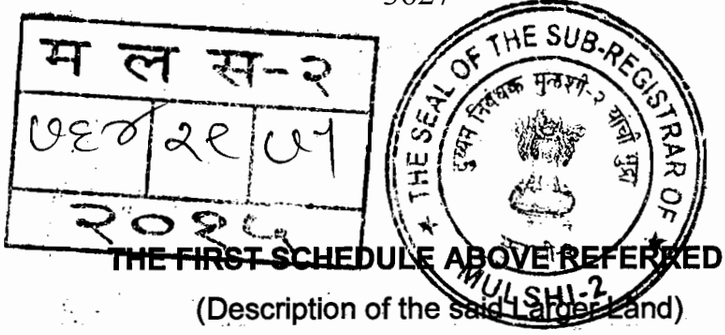
49. The terms and conditions of this Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats, Act, 1963 and the Rules made there under.

50. All costs, charges and expenses in connection with the formation of the proposed condominium as well as the costs of preparation, engrossing, stamping and registering this Agreement, the Deed of Declaration and the Deed of Apartment by way of lease and any other documents required to be executed and the stamp duty and registration charges and costs in respect of such documents, the costs of the Advocate in preparing and approving all such documents shall be borne by the proposed condominium or proportionately by the Purchaser and the purchasers of the other units in the said Building. All taxes, levies and duties, including, but not restricted to, V.A.T., service tax or any other such taxes, levies by whatsoever name or nomenclature, levied by the government or other concerned authorities in respect of the said Unit or arising out of this Agreement, from the date of execution hereof until the execution of the said Deed of Apartment by way of lease, shall all be borne and paid by the Purchaser alone and the Promoter shall not have any liability whatsoever in that behalf. The Promoter shall not contribute anything towards such expenses. The proportionate share of costs, charges and expenses payable by the Purchaser shall be paid immediately on demand to the Promoter. The Purchaser is aware of the provisions of the Bombay Stamp Act. If any Stamp Duty including further Stamp Duty or penalty is to be paid, the same shall be paid by the Purchaser.

51. It is hereby agreed by & between the parties hereto that the Courts in Pune and Bombay High Court alone shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by & between the parties hereto regarding performance of their respective obligations under the terms hereof.

52. The Purchaser has informed the Promoter that the Purchaser is an Investor and that the Purchaser has acquired the said Unit with intention to sell the same and hence the Purchaser reserves his/her right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchaser on these presents in terms of Article 5 (g-a)(ii) of Schedule I to the Bombay Stamp Act, 1958 in the event the Purchaser, with the prior written consent of the Promoter, assigns the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser within a period of One year.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

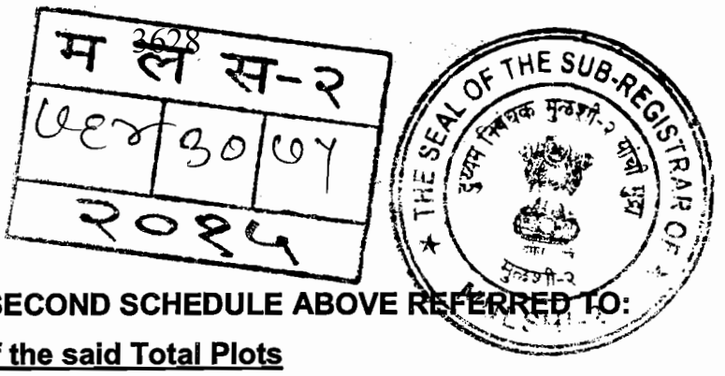


THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Larger Land)

The contiguous block of land admeasuring Hectares 58 = 43.35 Ares formed of all those pieces and parcels of lands admeasuring Hectares 01 = 70 Ares bearing Survey Number 38/2, Hectares 04 = 29 Ares out of the land admeasuring Hectares 04 = 29.5 Ares bearing Survey Number 38/3, Hectares 08 = 05.35 Ares out of the land admeasuring Hectares 08 = 07 Ares bearing Survey Number 39, Hectares 38 = 09 Ares out of the land admeasuring Hectares 60 = 62 Ares bearing Survey Number 56 and Hectares 06 = 30 Ares bearing Survey Numbers 57 situate, project known as "XRBIA HINJEWADI" lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and falling in the "Agricultural " Zone under the Regional Plan for Pune Metropolitan Region currently in force and the same is bounded as follows:

On or towards the East:	Survey No.56 (P)
On or towards the South:	Village boundary of Man.
On or towards the West:	Village boundary of Kasarsai & S.No.52 (P), S.No.38 (P), S.No.34 & S.No.31
On or towards the North:	S.No.58,36,3740 & 42.



THE SECOND SCHEDULE ABOVE REFERRED TO:

A] <u>Description of the said Total Plots</u>

I) The sub-divided Plot admeasuring **6625.88** Sqmtrs. bearing Number **R – 22** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

II) The sub-divided Plot admeasuring **7117.29** sq meters bearing Number **R – 23** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

III) The sub-divided Plot admeasuring **10872.70** sq meters bearing Number **R – 24** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

IV) The sub-divided Plot admeasuring **14007.50** sq meters bearing Number **R – 25** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

V) The sub-divided Plot admeasuring **11182.40** sq meters bearing Number **R – 26** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VI) The sub-divided Plot admeasuring **13479.10** sq meters bearing Number **R – 27** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VII) The sub-divided Plot admeasuring **6600.94** sq meters bearing Number **R – 28** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VIII) The sub-divided Plot admeasuring **38123.43** sq meters bearing Number **R – 29** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

B] Description of the said Land

A portion admeasuring **960.41** sq. mtrs. out of the sub-divided Plot admeasuring **1182.40** sq meters bearing Number **R-26** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

C] Description of the said Unit

The Residential Flat admeasuring **29.52** sq. mtrs. (equivalent to **318** sq. ft.) carpet area inclusive of the areas of balconies to the said Flat bearing No.**417** to be situated on the **FOURTH FLOOR** of Building **"B1"** of the said Complex under construction on the said Land.

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

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THE THIRD SCHEDULE ABOVE REFERRED TO:

(Schedule of Payments)

a) A sum of Rs. **427,468.00/- (Rupees Four Lakh(s) Twenty Seven Thousand Four Hundred Sixty Eight Only)** on the execution hereof as Earnest Money being about 20% of the purchase price inclusive of VAT and Service tax;

Details of Amount Received:

Booking Amount	Rs. **395,319.14**	**(Rupees Three Lakh(s) Ninety Five Thousand Three Hundred Nineteen And Paise Fourteen Only)**
VAT	Rs. **19,933.50/-**	**(Rupees Nineteen Thousand Nine Hundred Thirty Three And Paise Fifty Only)**
Service Tax	Rs. **12,215.36/-**	**(Rupees Twelve Thousand Two Hundred Fifteen And Paise Thirty Six Only)**

b) A further sum of Rs. **402,020.86/- (Rupees Four Lakh(s) Two Thousand Twenty And Paise Eighty Six Only)** being about 20% of the purchase price plus service tax, on commencement of the plinth work of the said Building.

c) A further sum of Rs. **199,335.00/- (Rupees One Lakh(s) Ninety Nine Thousand Three Hundred Thirty Five Only)** being about 10% of the purchase price plus service tax, on commencement of the First Slab work of the said Building.

d) A further sum of Rs. **199,335.00 (Rupees One Lakh(s) Ninety Nine Thousand Three Hundred Thirty Five Only)** being about 10% of the purchase price plus service tax, on commencement of the Third Slab work of the said Building.

e) A further sum of Rs. **199,335.00/- (Rupees One Lakh(s) Ninety Nine Thousand Three Hundred Thirty Five Only)** being about 10% of the purchase price plus service tax, on commencement of the Fifth Slab work of the said Building.

f) A further sum of Rs. **199,335.00/- (Rupees One Lakh(s) Ninety Nine Thousand Three Hundred Thirty Five Only)** being about 10% of the purchase price plus service tax, on commencement of the Seventh Slab work of the said Building.

g) A further sum of Rs. **199,335.00/- (Rupees One Lakh(s) Ninety Nine Thousand Three Hundred Thirty Five Only)** being about 10% of the purchase price plus service tax, on completion of the entire superstructure (i.e. columns and slabs only) of the said Building.

h) A further sum of Rs. **119,601.00/- (Rupees One Lakh(s) Nineteen Thousand Six Hundred One Only)** being about 6% of the purchase price plus service tax, on commencement of the flooring work of the said Unit.

i) The balance sum of Rs. **79,734.00/- (Rupees Seventy Nine Thousand Seven Hundred Thirty Four Only)** being about 4% of the purchase price or balance amount payable towards agreed purchase price plus service tax, on the Promoter offering to the Purchaser vacant possession of the said Unit.

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(AMENITIES & SPECIFICATIONS)

SPECIFICATIONS

Structure Pinth:

- Seismic Zone III Compliant Structure
- Rcc Framed Structure
- Rcc Load Bearing Walls

Lifts

- Kone Or Equivalent (Speed Of @1mps, Low Maintenance)

Painting/Polishing

- Interior – Primer Finish
- Exterior – Texture Paint
- Enamel Paint For Ms Grill

Flooring

- Hall/Bedroom/Kitchen – Vitrified Tiles
- Bath/WC/Balcony – Anti-Skid Ceramic Tiles
- All Floor Lobbies Including Stilt Lift Lobby – Matt Finish / Glossy Ceramic Tiles

Kitchen

- Granite Kitchen Platform With Ss Sink And Tap
- Ceramic Tile Cladding (2ft Height Above Kitchen Platform)

Bathroom/Toilets

- Bathroom Ceramic Tiles Dado Upto 7ft Height
- High Quality Wash Basin
- Water Efficient 6x3 Litre Dual Flash Ewc In Toile

Main Door

- Specially Designed Doors With Flush Door Shutters And Good Quality Door Fittings

Other Doors

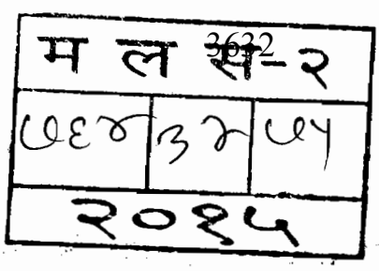
- Bathroom And Toilet Doors – Water Proof Doors
- Windows/Ventilators
- Powder Coated Aluminum Windows
- Large French Sliding Door Between Hall And Balcony

Electrical

- Points For Water Filter, Exhaust Fan And Refrigerator In Kitchen
- Exhaust Fan Point In WC / Bathroom
- One TV Point In The Living Room
- Concealed Copper Wiring
- Elegant Designer Modular Electrical Switches
- For Safely, One Earth Leakage Circuit Breaker (Elcb) In Every Apartment
- One Miniature Circuit Breaker (Mcb) For Each Circuit At The Main Distribution Box In Every Apartment

External Project Amenities

- Primary Health Centre
- 24x7 Security
- Local Shopping Complex
- Atm/Cash Point
- Power Back-Up For Common Areas And Lifts
- Community Centre
- Festival Plaza
- Landscaped Gardens With Walking Area
- Club House
- School





THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities.
2. Wages of Watchmen, Sweepers etc.
3. Premium and other costs for effecting Insurance of common facilities/ installations.
4. Revenue Assessment.
5. All other taxes, levies, charges and cesses.
6. Electricity and water charges.
7. Expenses of and incidental to the management and maintenance of the said Housing Complex known as "Xrbia Hinjewadi".

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI NO. 2

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THE DAY AND YEAR HEREINABOVE WRITTEN;

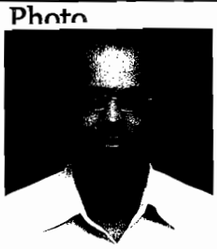
SIGNED, SEALED AND AGREED by the withinnamed "Promoter"

Photo	Name	Sign	Thumb
	**XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED** **THE COMMON SEAL** of the Within-named Promoter XRBIA HINJEWADI DEVELOPERS PVT. LTD. Has been hereunto affixed pursuant to a Resolution passed at the meeting of Its Board of Directors held on 30th March, 2013 By Mr. KARAN KARNAWAT, its Authorized Signatory In the presence of:	Bair 2603	

SIGNED, SEALED AND CONFIRMED by the withinnamed "Confirming Party"

Photo	Name	Sign	Thumb
	**XRBIA DEVELOPERS LIMITED** By the hand of its duly Constituted Attorney **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED** **THE COMMON SEAL** of the Within-named Promoter XRBIA HINJEWADI DEVELOPERS PVT. LTD. Has been hereunto affixed pursuant to a Resolution passed at the meeting of Its Board of Directors held on 30.03.2013 By Mr. KARAN KARNAWAT, its Authorized Signatory In the presence of:	Bair 2603	

SIGNED AND AGREED by the within named "**Purchasers/s**"

Photo	Name	Sign	Thumb
	**MR. PUNDAREEK**		

In the Presence of .....

Name& Address	Sign	Thumb
Witness .....1 Name: Ashwin Dave Address: 311/A Rasta Peth, Pune - 411011 Witness.....2 Name: Vivek Kulkarni Address: Bavdhan, Pune - 411021		

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

RECEIPT

RECEIVED of and from the within named Purchaser **Mr. Pundareek** the sum of Rs. **427,468.00/- (Rupees Four Lakh(s) Twenty Seven Thousand Four Hundred Sixty Eight Only**) being the earnest money mentioned herein above on or before the execution hereof.

WE SAY RECEIVED

For XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED

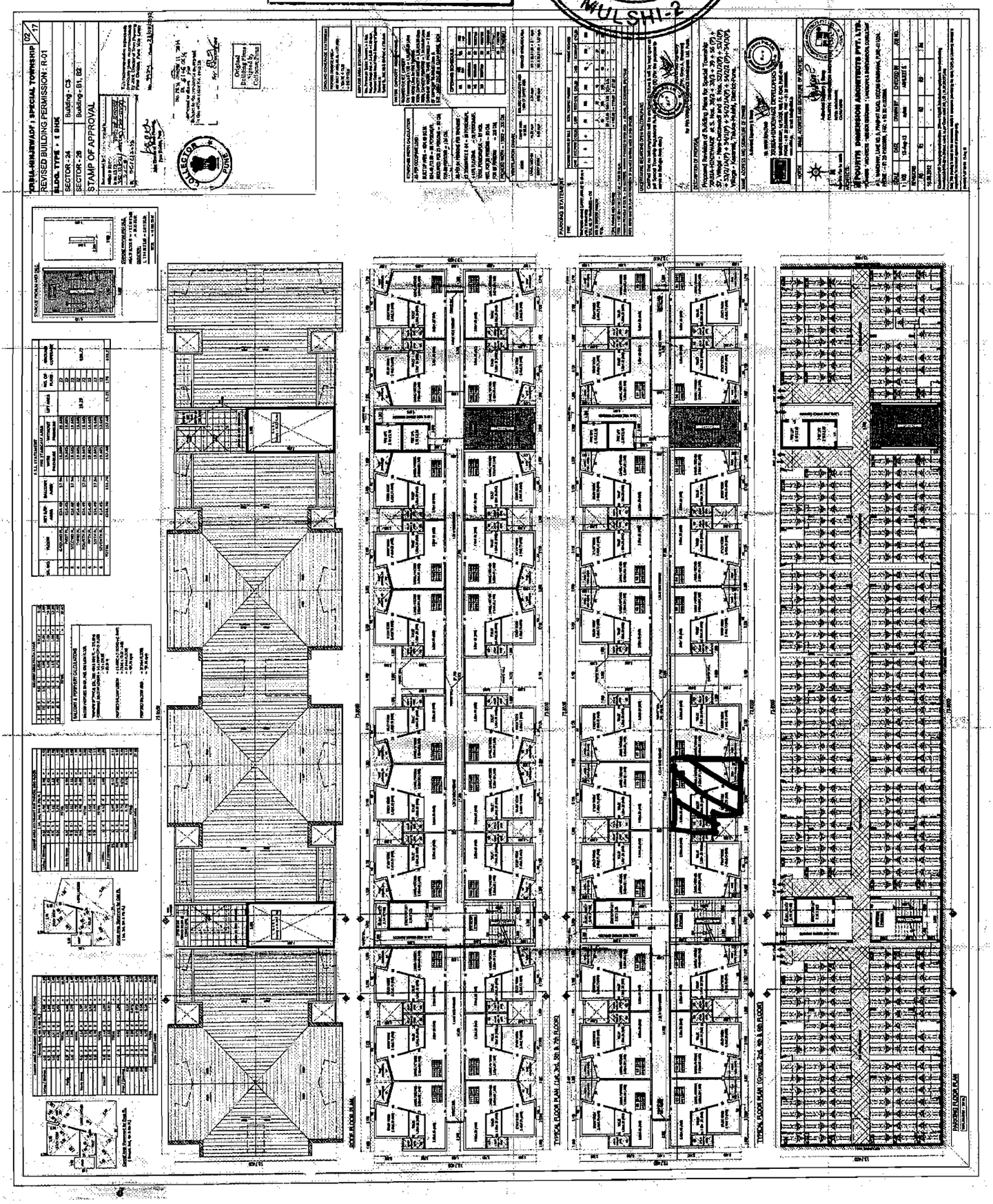
Details Verified by
(SMITA M. LOBO)

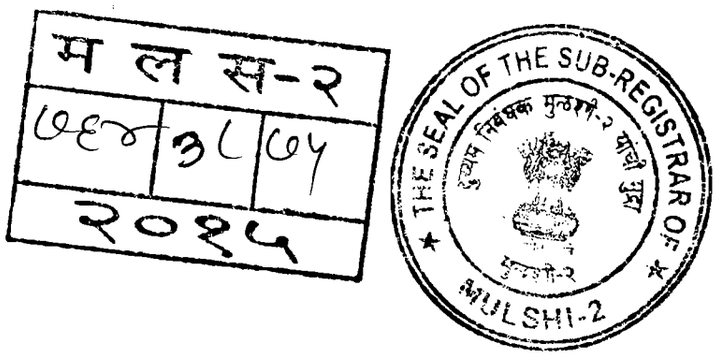
Payment Verified by
(MANISHA S. MANTRI)

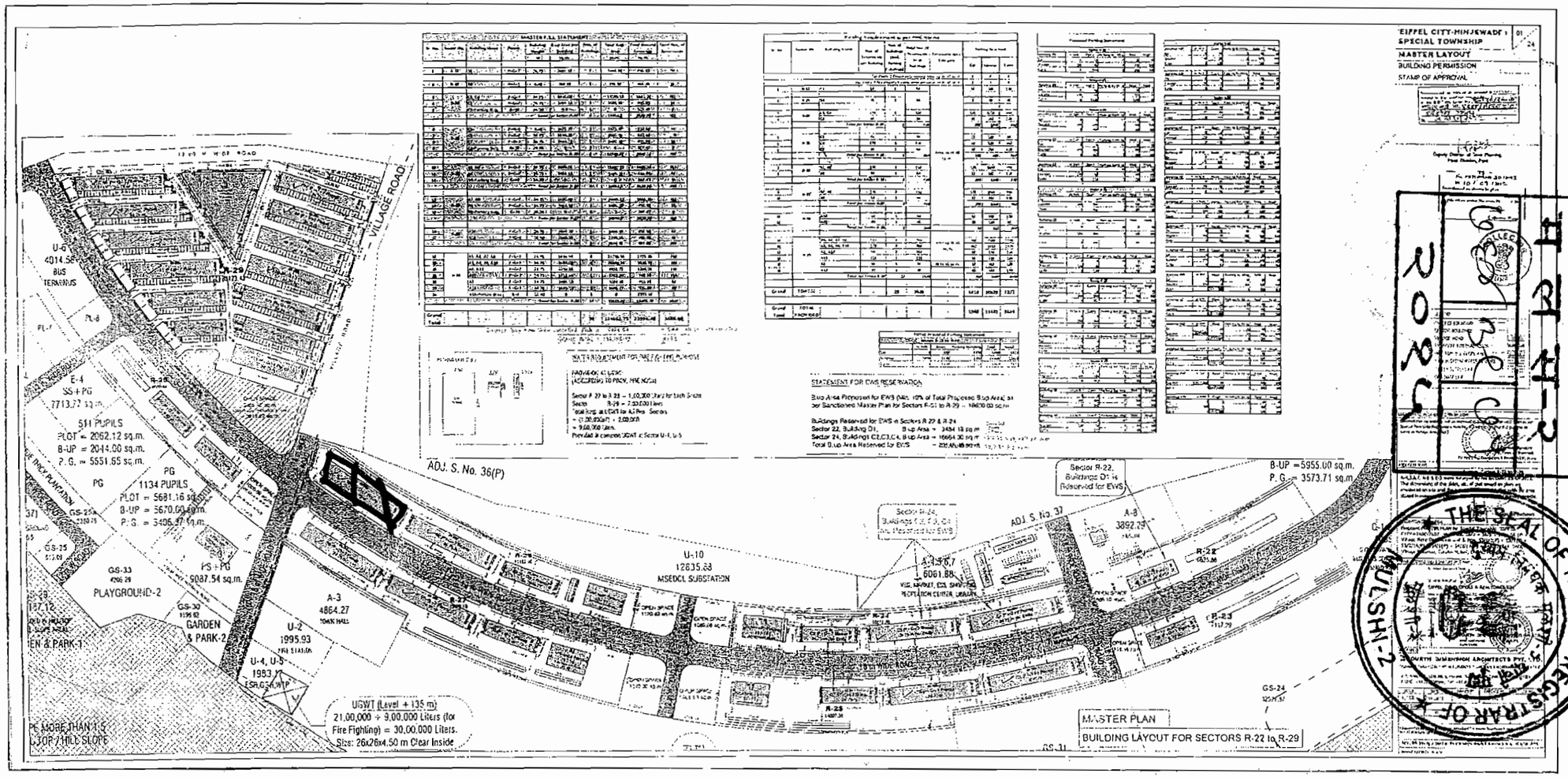
Name& Address	Sign	Thumb
Witness .....1 Name: Ashwin Dave Address: 311/A Rasta Peth, Pune - 411011 Witness.....2 Name: Vivek Kulkarni Address: Bavdhan, Pune - 411021		

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2
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THE SEAL OF THE SUB-REGISTRAR OF
MULSHI-2


EIFFEL CITY-HINJEWADI SPECIAL TOWNSHIP
MASTER LAYOUT
BUILDING PERMISSION
STAMP OF APPROVAL
VILLAGE ROAD
ADJ. S. No. 36(P)
ADJ. S. No. 37
U-5
4014.56
BUS TERMINUS
511 PUPILS
PLOT = 2062.12 sq.m.
B-UP = 2044.00 sq.m.
P. G. = 5551.65 sq.m.
1134 PUPILS
PLOT = 5681.16 sq.m.
B-UP = 5670.00 sq.m.
P. G. = 3405.37 sq.m.
PLAYGROUND-2
PS+PG
9087.54 sq.m.
GARDEN & PARK-2
EN & PARK-1
U-2
1995.93
FIRE STATION
U-4, U-5
1993
ESR,GSR,WTP
A-3
4864.27
TOWN HALL
U-10
12635.68
MSEDCL SUBSTATION
A-8
3892.29
B-UP =5955.00 sq.m.
P. G. = 3573.71 sq.m.
Sector R-22, Buildings D1 is Reserved for EWS
Sector R-24, Buildings C2, C3, C4 are Reserved for EWS
A-4,5,6,7
6061.88
VSC, LAYOUT, ESR, SWIMMING POOL, RECREATION CENTER, LIBRARY
R-22
R-23
R-25
GS-24
GS-31
UGWT (Level + 135 m)
21,00,000 + 9,00,000 Liters (for Fire Fighting) = 30,00,000 Liters.
Size: 26x26x4.50 m Clear Inside
PE MORE THAN 1:5
I.3OP.7 HILL SLOPE
MASTER PLAN
BUILDING LAYOUT FOR SECTORS R-22 to R-29
STATEMENT FOR EWS RESERVATION
WATER REQUIREMENT FOR DRESS-ERS PURPOSE
PROVISION AS PER
(ACCORDING TO PROV. FIRE NOCs)
Total Req. at G+7 for 42 Res. Sectors
= 21,00,000Lit. + 9,00,000
= 9,00,000 Lit.
Provided in common UGWT at Sector U-4, U-5
THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

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४५२/१२
२०१२

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2
दुय्यम निबंधक मुळशी-२ यांची मुद्रा
मुळशी-२

मे. सह. जिल्हा निबंधक (वर्ग-१) व मुद्रांक जिल्हाधिकारी साहेब पुणे
(ग्रामीण)
अभिनिर्णय प्रकरण क्रमांक ४५२ /२०१२

एक्झर्बिया हिंजेवाडी डेव्हलपर्स, प्रा. लि.
पत्ता - १२१, मंत्री हाऊस, पहिला मजला,
एफ. सी. रोड, शिवाजीनगर,
पुणे- ४११ ००४.

विषय :- अभिनिर्णय प्रकरण क्रमांक ४५२/२०१२ निकाली काढणे बाबत..

महोदय,

अर्जदार यांनी विशेष नागरी प्रकल्पातील सदनिका धारकांचा करारनाम्यासाठी मुद्रांक शुल्कात सवलत मिळण्याकरिता आपल्या कार्यालयात अभिनिर्णय प्रकरण क्रमांक ४५२/१२ ,दि. १८/१०/२०१२ रोजी पावती क्रमांक ०११६६२८ अन्वये दाखल केलेले आहे.

त्याअन्वये महाराष्ट्र शासन राजपत्र दि. १७/०१/२००८ अन्वये अधिसूचित केलेल्या विशेष नागरी प्रकल्पातील सदनिका धारकांना सदनिका खरेदी करताना मुंबई मुद्रांक शुल्क कायद्यामधील तरतूदीनुसार सवलत मिळाली असल्याने सदरचे दाखल केलेले अभिनिर्णय प्रकरण क्र. ४५२/१२ माघारी (withdrawal) घेण्यात येत आहे.

तरी मे. साहेबांना विनंती की,

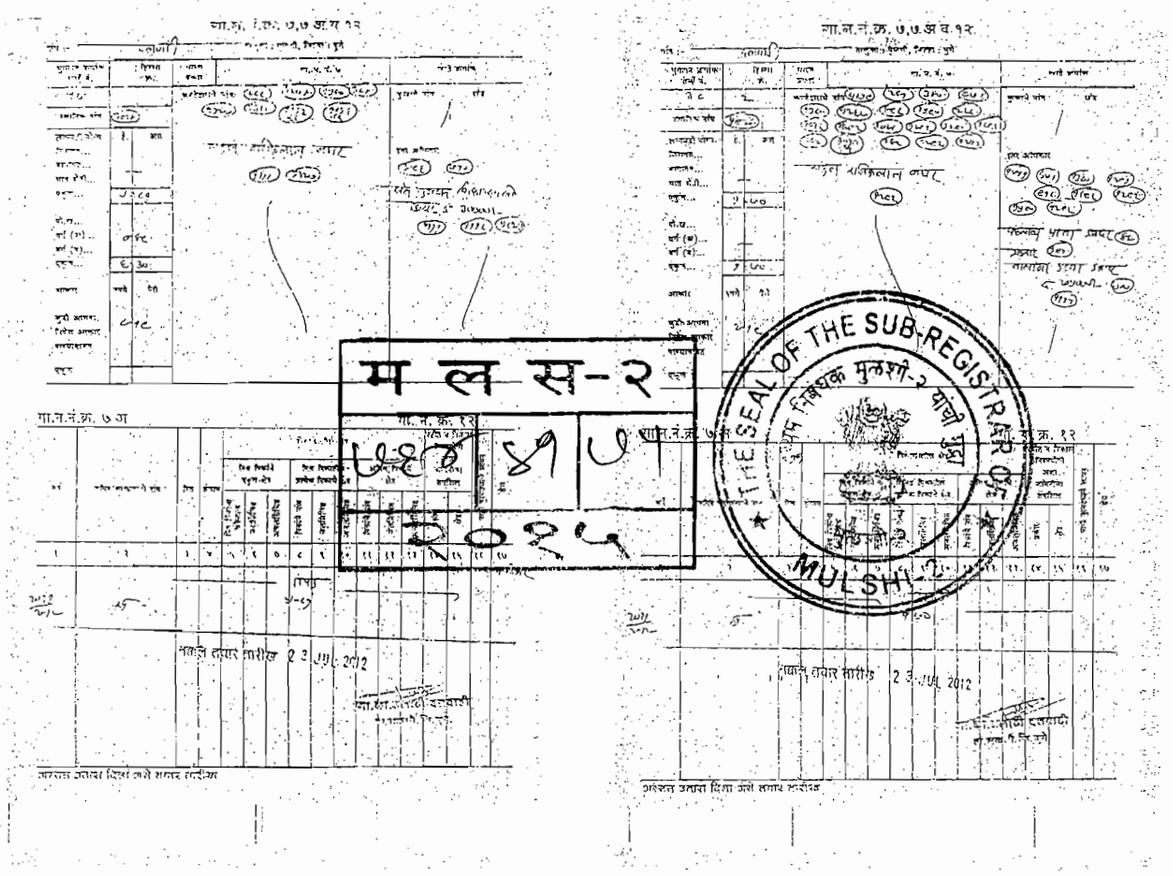
अ) अभिनिर्णय प्रकरण क्र. ४५२/१२ कोणत्याही प्रकारचा मुद्रांक शुल्काबाबत अभिनिर्णय न घेता निकाली काढण्यात यावे.

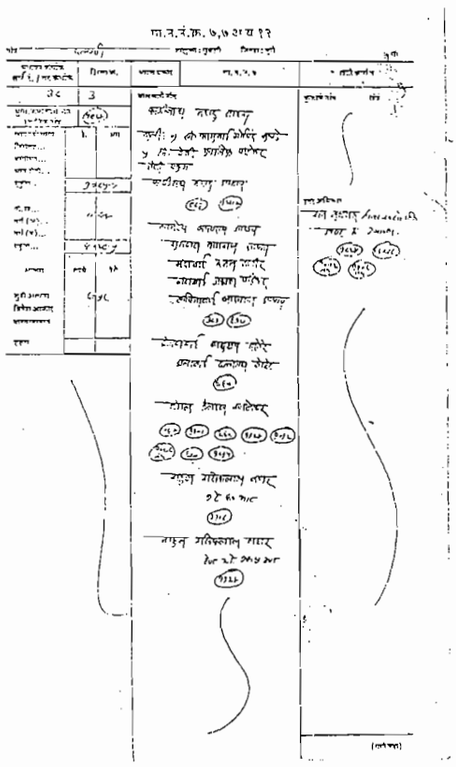
ब) अर्जदार यांनी अभिनिर्णय प्रकरण क्र. ४५२/१२ मध्ये दाखल केलेला दस्त व सोबत जोडलेल्या प्रती अर्जदार यांना परत देण्याचा आदेश पारीत करण्यात यावा.

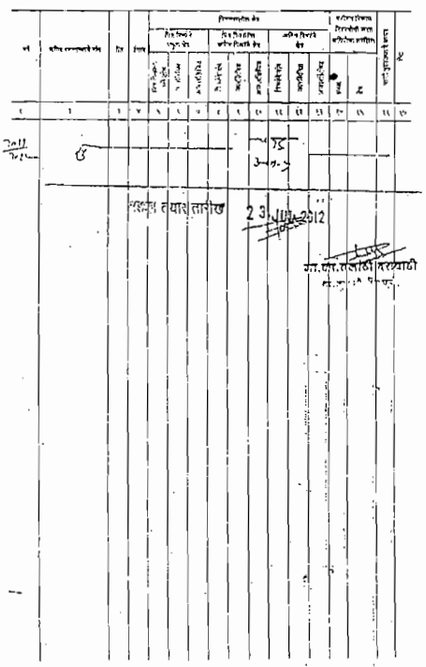
पुणे.
दि. ०४/१२/२०१२.

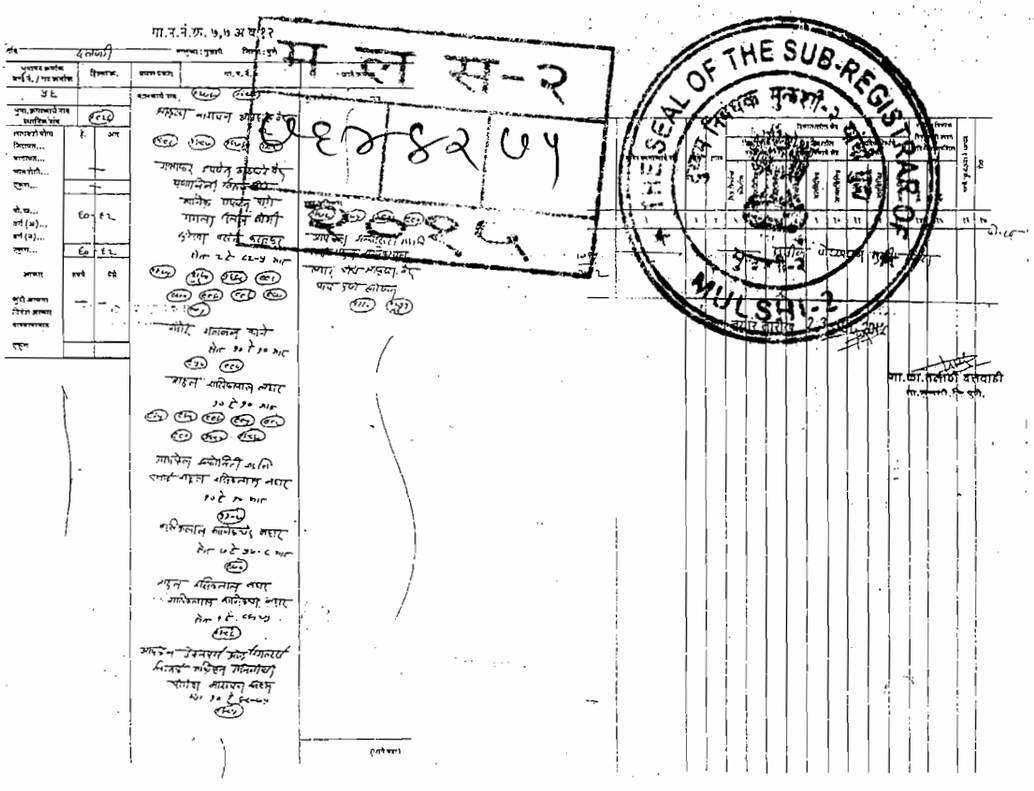
Clerk ४/१२/१२
Jt. District Registrar and
Collector of Stamps, Pune (Rural)

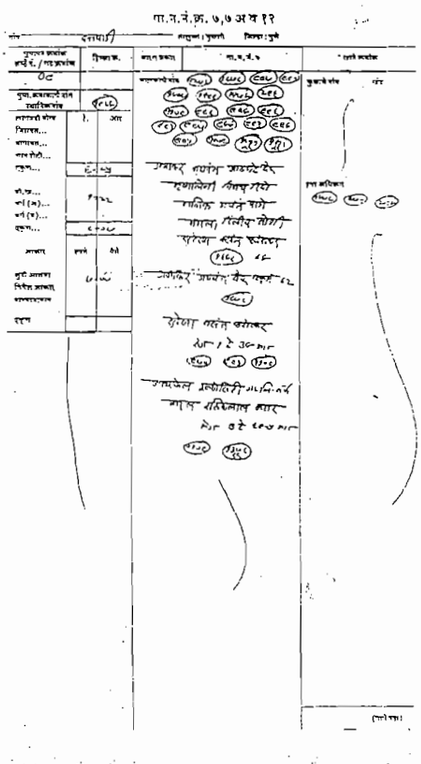
एक्झर्बिया हिंजेवाडी डेव्हलपर्स, प्रा. लि.
तर्फे अधिकृत स्वाक्षरीकर्ता
श्री. दिलीप रामकृष्ण खापरे

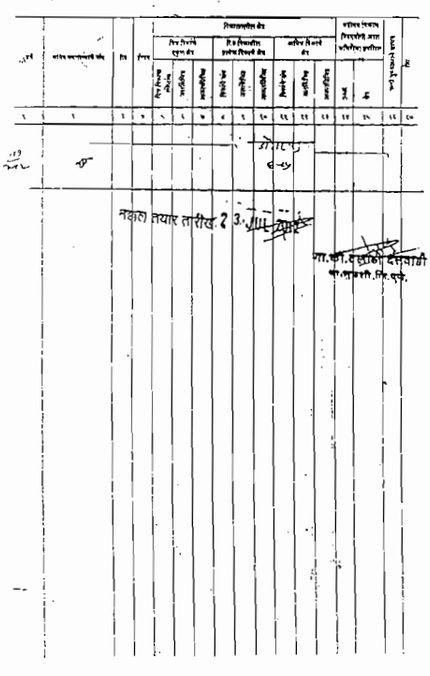

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THE SEAL OF THE SUB-REGISTRAR OF
MUL SHI-2

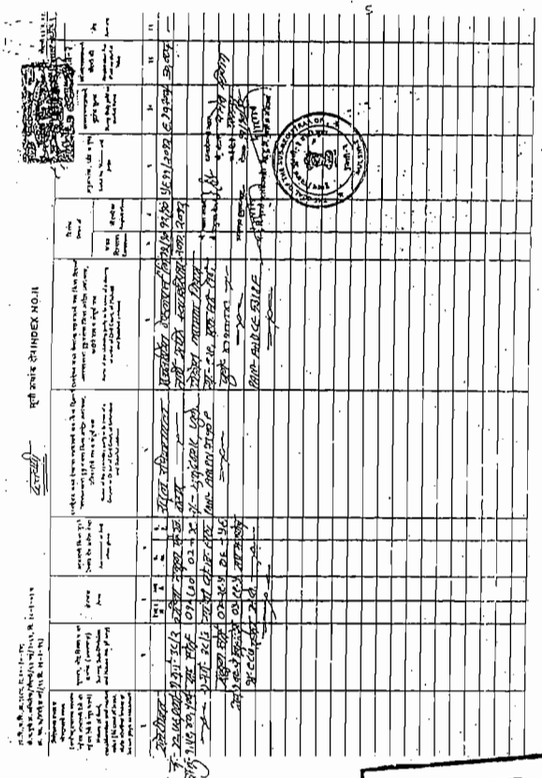


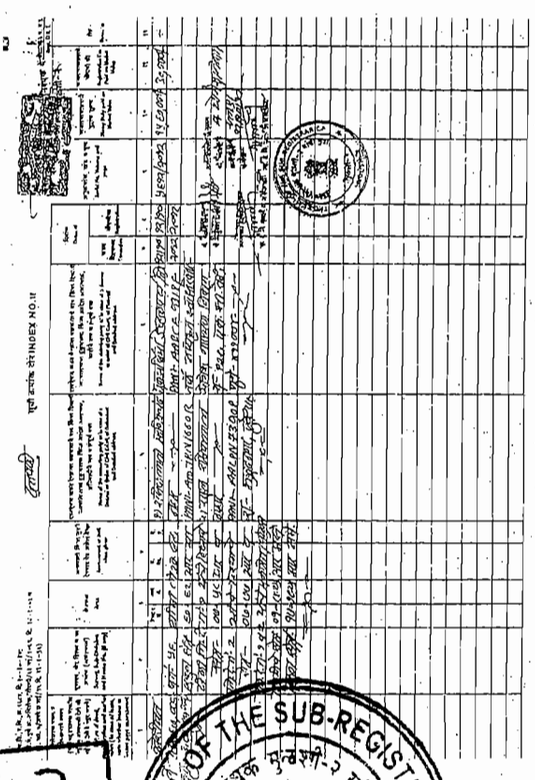



THE SEAL OF THE SUB-REGISTRAR OF
दुय्यम निबंधक मुलशी-२
MULSHI-2







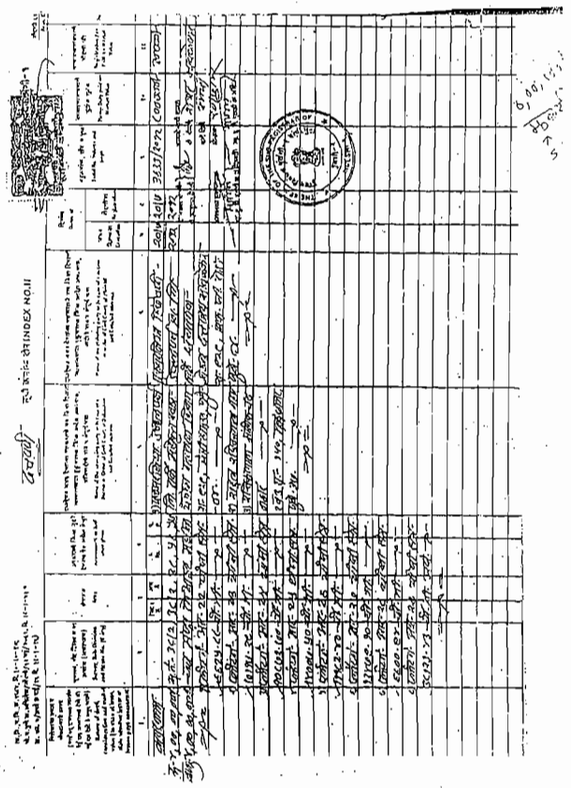


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Form Duly Order

वाचले : १) मे.आयफेल डेव्हलपर्स व रिटेल लि तर्फे श्री.किरण ए. भालेराव यांचा दि.१९/०८/२०११ चा रोजीचा अर्ज.

२)शासनाच्या नगर विकास विभागाकडील अधिसूचना क्र.टिपीएस/१८०४/पुणे/ प्रा.यो.वि.पि.नि/नवि-१३ दि.१६/११/२००५.

३) शासन निर्णय क्र.टीपीएस-१८०७/५४८८/प्र.क्र.८५३/०७/नवि/१३ दि.२५.११.२०११ चे शुध्दीपत्रक.

४) उपसंचालक नगररचना, पुणे विभाग, पुणे यांचेकडील जा.क्र.प्रा.यो. पुणे /विशेष नगर/ पौ.दत्तवाडी/आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/४९ दि.०७/०१/२०१२.

५) जिल्हाधिकारी कार्यालय पुणे महसूल शाखा यांचेकडील आदेश क्र. पगज/एनए/एसआर/ ३५५/२००८ पुणे दिनांक ०७/०१/२०१०.

जिल्हाधिकारी कार्यालय पुणे
महसूल शाखा
क्र.पमह/टीएस/एसआर/९१ /२०१२
पुणे दि.३१/ ३ / २०१२



विषय:- मौजे-दत्तवाडी व कासारसाई ता-मुळशी जि-पुणे येथील विशेष नगर विकसित करणेसाठी शासन मंजूर प्राप्त दिनांक १६/११/२००५ च्या विनियमातील नियम क्र.७ सी खालील गठीत आयफेल सिटी टाऊनशिपचे रेखांकन (वृहत आराखडा) मंजुरीच्या प्रस्तावाबाबत (प्रथम सुधारीत).
(आयफेल डेव्हलपर्स अँड रियल्टर्स लि.पुणे यांचा प्रकल्प)

आदेश

शासनाचे नगर विकास विभागाकडील अधिसूचना क्र.टिपीएस/१८०४/पुणे/प्रा.यो.वि.पि.नि/नवि-१३ दि.१६/११/२००५ अन्वये पुणे जिल्ह्यासाठी विशेष नगर वसाहत प्रकल्पाबाबतचे आरेखन प्रसिध्द करणेत आलेले आहे. त्यानुसार शासनाच्या नगर विकास विभागाकडील अधिसूचना क्र. क्र.टिपीएस/१८०७/ ९१/सीआर-७८३/ २००७/नवि-१३, दिनांक ०८/०७/२००८ नुसार व शुध्दीपत्रक दिनांक २७/०४/२००९ अन्वये मे.आयफेल डेव्हलपर्स अँड रियल्टर्स लि.पुणे यांनी मौजे दत्तवाडी येथील स.नं.३६,३८/२, ३८/३, ३९, ५६, ५७ व मौजे-कासारसाई येथील स.क्र.५२/१/१, ५३/१, ५३/२/१, ५४/१, ५४/२/१अ, ५४/२/२, ५४/३ या मिळकतींपैकी एकूण क्षेत्र ८१ हेक्टर २० आर क्षेत्र विशेष नगर क्षेत्र म्हणून महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम, १९६६ चे कलम १८ (३) अन्वये घोषित केलेले आहे. त्यास शासनाने दिनांक ०८/०६/२००९ च पत्र क्र.टिपीएस/९१/प्र.क्र.७५३/०७/नवि-१३ अन्वये कार्यनोच्या नावे स्थान निश्चित प्रमाणपत्र यापूर्वीच प्राप्त झालेले आहे. अर्जदार यांनी उक्त नमुद मिळकतीवरील स्पेशल टाऊनशिप प्रकल्पाचा प्रथम सुधारित वृहत आराखडा (Master Plan) मंजूर करणेबाबत विनंती केली आहे. या कार्यालयाकडील आदेश क्र. पगज/एनए/एसआर/ ३५५/२००८ पुणे दिनांक ०७/०१/२०१० अन्वये यापूर्वी मंजूरी देणेत आलेली आहे.

प्रस्तुत प्रकल्पास केंद्रिय पर्यावरण व वन मंत्रालयाकडील पत्र क्र.२१-१५३/२००६/आएए-तीन, दिनांक २७/१२/२००६ अन्वये पर्यावरणजावत ना हरकत दिलेले आहे. तसेच महाराष्ट्र प्रदूषण नियंत्रण

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THE SEAL OF THE SUB-REGISTRAR OF दुय्यम निबंधक मुळशी-२ यांची मुद्रा

मंडळ, महाराष्ट्र राज्य यांचेकडील पत्र क्र.कौ.को/आरओ(पी)एफबी/१६४, दिनांक १०/०४/२००६ अन्वये अटी व शर्तीस अधिन राहून मान्यता दिलेली आहे. त्याप्रमाणे उपविभागीय अधिकारी, छत्रकसालस पाटबंधारे विभाग क्र.२, पुणे यांचेकडील पत्र क्र.छत्रक-२/कि वि/३१७३/२००९, दिनांक १९/११/२००९ अन्वये व मुख्य अधिकारी, जलसंपदा विभाग, पुणे यांचेकडील पत्र क्र.का.का.क्र./कार्या२/नुदना/ ७३६१/६५६७, दिनांक ३०/०४/२००६ नुसार वार्षिक ०.२००७५९.८८.घ.मी. इतका पाणीवापर मंजूर केलेला आहे. व २४,००,००० लिटर प्रतीदिन पाणीसठ्ठा वाढता हयीतक सादर केलेला आहे.

उपसंचालक नगररचना, पुणे विभाग, पुणे यांचेकडील जा.क्र.प्र.ग.यो. पुणे /विशेष नगर/ मौ.रहाटवाडी / आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/४२ दि.०७/०१/२०१२ अन्वये विकास नियंत्रण नियमावलीच्या नियम १३ नुसार रक्कम रु.१३,०००/- एवढे छाननी शुल्काची आकारणी करणेबाबत शिफारस केलेली आहे. त्यानुसार अर्जदार यांनी दिनांक २८ मार्च, २०१२ रोजी पुणे कोषागार, पुणे येथे रक्कम रु.१३,०००/- शासन जमा करून चलन या कार्यालयाकडे सादर केलेले आहे.

उक्त प्रकल्पाच्या मुळ वृहत आराखाड्यातील यांचे कासारसाईच्या १०२८०.०० चौ.मी. क्षेत्रास अद्यापपर्यंत केंद्रशासनाच्या पे MOEF ना हरकत प्रमाणपत्र प्राप्त न झाल्याने उक्त क्षेत्र वगळून केवळ मौजे रहाटवाडी येथील ५८३४३५.०० चौ.मी. क्षेत्राचा प्रथम सुधारित आराखडा अंतर्गत नियोजनात बदल करून विकासकांनी मंजूरीस्तव सादर केलेला आहे.

प्रस्तावित मुळ प्रस्तावामधील नकाशा क्र. ४/४ वृहत रेखांकन नकाशा (Master Plan) यांची प्राथमिक छाननी केली असता त्यामध्ये निदर्शनास आलेल्या प्राथमिक त्रुटींची पुर्तता करून कंपनीने यांनी दि.०३/०१/२०११ रोजी प्राप्त स्वरुपात सुधारित नकाशे व वेळोवेळी आवश्यक असलेली कागदपत्रे उपसंचालक, नगररचना, पुणे विभाग, पुणे यांचे कार्यालयास सादर केली आहेत. दिनांक १३/१२/२०११ रोजी कंपनीकडून अंतिमतः प्राप्त प्रथम सुधारित नकाशांची सविस्तर छाननी केली असून त्याचा या सुधारित वृहत रेखांकन नकाशामध्ये दिसत्या रंगाने दर्शविलेल्या किरकोळ दुरुस्तीस अधिन राहून तसेच पोषित/अधिसूचित क्षेत्रास लागू असलेल्या विनियमांअंतर्गतच्या अटी व शर्तीस अधिन राहून शासनाकडील दि. १६/११/२००५ चे अधिसूचनेतील नियम क्रं.७ क्र. अन्वये प्रस्तावित जमीन वापर वृहत आराखड्यास (प्रारुप सुधारित) (नकाशा क्रं. ४/४) तात्पुरत्या स्वरुपात तत्त्वतः मंजूरीची शिफारस करणेत आलेली आहे.

त्यानुसार उपसंचालक नगररचना पुणे यांनी त्यांचेकडील पत्र क्र. जा.क्र.प्र.ग.यो. पुणे /विशेष नगर/ मौ.रहाटवाडी / आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/१२ दि.०७/०१/२०१२ अन्वये शासनाकडील दि.१६.११.२००५ चे अधिसूचनेतील नियम क्र. ७ क अन्वये एकत्रीकरण नकाशास प्रथम सुधारित वृहत आराखड्यास (Master Plan) (नकाशा ४/४) तात्पुरत्या स्वरुपात मंजूरीची शिफारस केलेली आहे. अर्जदार यांनी उपसंचालक नगररचना पुणे यांना शिफारस पत्रातील निकासकांवर बंधनकारक असणेबाबत आलेल्या अटी व शर्ती बंधनकारक असल्याबाबत १००/- रुपयाच्या स्टॅम्पपेपरवर हमीपत्र दिलेले आहे.

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नियोजनातून वगळण्याचे कंपनीने प्रस्तावित केलेले आहे. तदनुसार उक्त प्रथम सुधारित वृहत आराखड्याचे अंतिमतः ५८.४३३५ हे इतके क्षेत्र प्रस्तावित केलेले आहे.

४) कंपनीकडे खरेदी खतदार/करारदार/ कुलमुखत्यारपत्रधारे प्राप्त झालेल्या संबंधीत सर्वे नंबर खालील क्षेत्राबाबत सर्वे नंबर निहाय कागदपत्रे, रजादेयन, इ. बाबींची खातरजमा स्पेशल टाऊनशिपच्या निर्णयानुसारीतील नियम क्र.७ सी मध्ये नमुद केल्यानुसार महसूल विभागाने प्रमाणत करणे आवश्यक आहे. ही कार्यवाही आपल्या रतनावर झालेनंतरच ५८.४३३५ हे क्षेत्राच्या प्रस्तुतच्या प्रथम सुधारित वृहत आराखड्यास अंतरणीकरून अंतिम मंजूरी देणेत यावी. तसेच सादर प्रकल्प क्षेत्रात अंतर्भूत होत असलेल्या सर्व जमिनींच्या ७/१२ उताऱ्यावर पर्ल आयफेल सिटी टाऊनशिप म्हणून नोंद होणेची कार्यवाही करणे आवश्यक आहे.

५) मंजूरीची शिफारस केलेल्या प्रकल्प क्षेत्राचा हरीष्या व क्षेत्राची मोजणी खात्याकडून प्रत्यक्ष जागेवर मोजणी होऊन त्याबाबत प्रमाणिकरण करुन घेणे आवश्यक राहील. अशा मोजणीअंती फायदा व प्रत्यक्षात केलेल्या हदी व क्षेत्रविषयक तपशिलात नमुद असलेला आणि एकत्रिकरणाच्या प्रयोजने मोजणी नकाशा कंपनीने जिल्हाधिकारी पुणे यांचेकडे व या कार्यालयास सादर करणे बंधनकारक राहील.

६) वरील मुद्दा क्र. ३ मधे नमुद केल्यानुसार एकत्रिकरण नकाशास अंतिम सदर निर्णयीत प्रथम सुधारित वृहत आराखड्यास आपणाकडून अंतिम मंजूरी मिळाल्यानंतर सदर वृहत आराखड्यात दर्शविलेल्या सर्व भूखंडांची/प्लॉटची प्रत्यक्ष जागेवर मोजणी व आखणी करुन त्याला मोजणी खात्याकडून प्रमाणिकरण करुन घेणे आवश्यक राहील व त्यानुसार महसूल अभिलेखात नोंदी सुधारित करणे आवश्यक राहील. चार कोणत्याही परिस्थितीत रेखांकनामधील ५०% क्षेत्र मोकळी जागा (Green Space) सुविध क्षेत्र, सार्वजनिक वापरासुविधांनेचे प्रस्तावित क्षेत्र १०% खुली जागा इ. रेखांकन नकाशामध्ये (वृहत आराखड्यामध्ये) नमुद असलेल्या क्षेत्रापेक्षा कमी होता कामे.

७) विशेष नगर विकसित करणेबाबत शासन मंजूर दि. १६.११. ०५ चे निर्णयाचे अधारे प्रस्ताव कंपनीने सादर केलेला असल्याने सदर विनियम व त्यामध्ये वेळोवेळी सुधारित करणेत येणाऱ्या सर्व नियमांस, निर्देशांचे व सूचनांचे पालन करणे कंपनीवर बंधनकारक राहील.

८) शासनाच्या नगर विकास विभागाकडील शासन निर्णय क्र. टीपीएस-१८०७/११/सीआर-७१२/ ०७/नवि-१३ दिनांक ८/७/२००८ व शुध्दीपत्रक दि. २७/४/२००९ अन्वये सदर प्रयोजनास अधिसूचित विशेष नगर वसाहत प्रकल्प म्हणून काही अटींसापेक्ष महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम १९६६ चे कलम १८(३) अन्वये मान्यता दिलेली आहे या शासन निर्णयामधील सर्व अटींची/शर्तींची तसेच सोकेशन क्लिअरन्स व स्टेट लेवल एक्स्पर्ट अप्रेझल अथॉरिटी (SEAC) यांचेकडील दि. २७/०४/२००९ रोजीचे पत्रामधील सर्व अटी/शर्तींची पुर्तता करणे कंपनीवर बंधनकारक आहे व राहील. त्याप्रमाणे प्राप्त परिस्थिती कैट शासनाच्या पर्यावरण व वन मंत्रालयाकडील (MOEF) दि. २७/०२/२००८ रोजीचे ना-हरकत प्रमाणपत्रातील अटी व शर्तींची पुर्तता करणे बंधनकारक राहील व यामध्ये सर्वांनी जबाबदारी कंपनीची राहील. मौजे कासारसाईच्या १०.२०८ हे क्षेत्राची MOEF चा नाहरकत दाखला प्राप्त करून घेण्याची कार्यवाही कंपनीने करणे बंधनकारक राहील. त्याशिवाय उक्त क्षेत्राचा समावेश प्रकल्पात करता येणार नाही.

९) योजनी खात्याकडून वरीलप्रमाणे मंजूरीच्या रेखांकनामध्ये खातरजमा करणेत आल्यानंतर जर त्यामध्ये जागेच्या / प्रस्तावित सेक्टरच्या / भूखंडाच्या हदीत बदल झाल्यास / आढळून आल्यास योजनी खाते प्रमाणित करेल त्या हदीनुसार / क्षेत्रानुसार वृहत आराखड्यामध्ये योग्य ते बदल / सुधारणा करुन असे सुधारित नकाशे जिल्हाधिकारी पुणे यांचेकडे फेर सादर करणे व त्याला तिसरा अंतिम सुधारित मंजूरी प्राप्त करुन घेतल्यानंतरच कंपनीचा प्रकल्पातील त्या त्या रोड्यांची भूखंडामध्ये बांधकाम विकासासंदीचा नकाशांना परवानगी मागता येईल. याबाबत वरील कलम

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विशेष नगरवसाहतीच्या मंजूर विनियमांपैकी ७ (सी)(१) नुसार कंपनीने यापूर्वी वृहत रेखांकनामधील सुधारित वृहत आराखड्यातील ५८.४३३५ हे क्षेत्रापैकी ५.४२ हे क्षेत्र वगळून उर्वरित ५२.९३३५ हे क्षेत्रासाठी दि. ०३/०१/२०११ रोजी रक्कम रु.१,००,००,०००/- (अक्षरी रुपये एक कोटी फक्त) इतकी बँक गॅरंटी सादर केलेली आहे. त्यानुसार अर्जदार यांनी दिनांक ०३/०१/२०११ रोजी पुणे कोषागार, पुणे येथे रक्कम रु.१,००,०००/- शासन जमा करून चलन या कार्यालयाकडे सादर केलेले आहे.

उक्त प्रकल्पाच्या मुळ वृहत आराखाड्यातील यांचे कासारसाईच्या १०२८०.०० चौ.मी. क्षेत्रास अद्यापपर्यंत केंद्रशासनाच्या पे MOEF ना हरकत प्रमाणपत्र प्राप्त न झाल्याने उक्त क्षेत्र वगळून केवळ मौजे रहाटवाडी येथील ५८३४३५.०० चौ.मी. क्षेत्राचा प्रथम सुधारित आराखडा अंतर्गत नियोजनात बदल करून विकासकांनी मंजूरीस्तव सादर केलेला आहे.

प्रस्तावित मुळ प्रस्तावामधील नकाशा क्र. ४/४ वृहत रेखांकन नकाशा (Master Plan) यांची प्राथमिक छाननी केली असता त्यामध्ये निदर्शनास आलेल्या प्राथमिक त्रुटींची पुर्तता करून कंपनीने यांनी दि.०३/०१/२०११ रोजी प्राप्त स्वरुपात सुधारित नकाशे व वेळोवेळी आवश्यक असलेली कागदपत्रे उपसंचालक, नगररचना, पुणे विभाग, पुणे यांचे कार्यालयास सादर केली आहेत. दिनांक १३/१२/२०११ रोजी कंपनीकडून अंतिमतः प्राप्त प्रथम सुधारित नकाशांची सविस्तर छाननी केली असून त्याचा या सुधारित वृहत रेखांकन नकाशामध्ये दिसत्या रंगाने दर्शविलेल्या किरकोळ दुरुस्तीस अधिन राहून तसेच पोषित/अधिसूचित क्षेत्रास लागू असलेल्या विनियमांअंतर्गतच्या अटी व शर्तीस अधिन राहून शासनाकडील दि. १६/११/२००५ चे अधिसूचनेतील नियम क्रं.७ क्र. अन्वये प्रस्तावित जमीन वापर वृहत आराखड्यास (प्रारुप सुधारित) (नकाशा क्रं. ४/४) तात्पुरत्या स्वरुपात तत्त्वतः मंजूरीची शिफारस करणेत आलेली आहे.

त्यानुसार उपसंचालक नगररचना पुणे यांनी त्यांचेकडील पत्र क्र. जा.क्र.प्र.ग.यो. पुणे /विशेष नगर/ मौ.रहाटवाडी / आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/१२ दि.०७/०१/२०१२ अन्वये शासनाकडील दि.१६.११.२००५ चे अधिसूचनेतील नियम क्र. ७ क अन्वये एकत्रीकरण नकाशास प्रथम सुधारित वृहत आराखड्यास (Master Plan) (नकाशा ४/४) तात्पुरत्या स्वरुपात मंजूरीची शिफारस केलेली आहे. अर्जदार यांनी उपसंचालक नगररचना पुणे यांना शिफारस पत्रातील निकासकांवर बंधनकारक असणेबाबत आलेल्या अटी व शर्ती बंधनकारक असल्याबाबत १००/- रुपयाच्या स्टॅम्पपेपरवर हमीपत्र दिलेले आहे.

विशेष नगरवसाहतीच्या मंजूर विनियम क्रमांक ७ (सी)(१) नुसार कंपनीने यापूर्वी वृहत रेखांकनामधील सुधारित वृहत आराखड्यातील ५८.४३३५ हे क्षेत्रापैकी ५.४२ हे क्षेत्र वगळून उर्वरित ५२.९३३५ हे क्षेत्रासाठी दि. ०३/०१/२०११ रोजी रक्कम रु.१,००,००,०००/- (अक्षरी रुपये एक कोटी फक्त) इतकी बँक गॅरंटी अर्जदार कंपनीने यापूर्वी सादर केलेली आहे. तदरीत रक्कम रु.५,१४,००,०००/- ची ऑरिएन्टल बँक ऑफ कॉमर्स या बँकेच्या पुणे येथील शाखेकडील पत्र क्र.१०७४३१, दिनांक ०६/०३/२०१२ अन्वये एवढ्या रकमेची बँक गॅरंटी अर्जदार कंपनीने सादर केलेली आहे. अशाप्रकारे अर्जदार कंपनीने एकूण रक्कम रुपये १०,२१,००,०००/- ची बँक गॅरंटी सादर केलेली आहे.

प्रस्तुत प्रकरणी शासनाकडील दिनांक १६/११/२००५ चे अधिसूचनेतील नियम ७ (क) अन्वये प्राप्त झालेल्या अधिकारानुसार जिल्हाधिकारी, पुणे यांना प्रदान करण्यात आलेल्या शक्तीनुसार मी जिल्हाधिकारी पुणे, विकास नियंत्रण, मौजे रहाटवाडी आणि कासारसाई ता. मु. ती पैकीत जमीनीवर मे.आयफेल डेव्हलपर्स अँण्ड रियाल्टर्स लि.क. पुणे, यांनी प्रस्तावित केलेल्या आयफेल सिटी हिंजवडी या विशेष नगर वसाहत पर्स आयफेल सिटी टाऊनशिप बाबतच्या अधिकृत नकाशास उपर. अलक नगररचना पुणे यांनी त्यांचेकडील पत्र क्र.जा.क्र.प्र.ग.यो. पुणे /विशेष नगर/ मौ.रहाटवाडी / आयफेल सिटी-हिंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/४२ दि.०७/०१/२०१२ यांनी केलेल्या शिफारशीतील अटी व शर्तीस अधिन राहून व खाली नमुद अटी व शर्ती बंधनकारक रोकून मंजूरी देत आहे.

अटी व शर्ती:-

१) विषयांकीत प्रकरणी कंपनीने प्रस्तावित नगर वसाहत प्रकल्पाअंतर्गत जमिनी विकत घेतलेल्या आहेत. तर काही मालकांशी करार केलेला आहे आणि काही जमिनीचे विकसन हक्क तसेच तारा त्यांच्याकडे आहे. कंपनीने दि.२७/३/२००८ रोजी शासनास सादर केलेल्या सोकेशनल क्लिअरन्स प्रस्तावाचे भी दस्तावेज व कासारसाई येथील प्रस्तावित प्रकल्पाखालील सुमारे ८१.२० हे जमिनीचे विकसन हक्क त्यांचेकडे प्राप्त असल्याचे कळविले आहे. असे शासनाकडील दि. ८/६/२००९ रोजीचे पत्रावरुन दिसून येते. तसेच दि.०८/०७/२००८ रोजीच्या अधिसूचनेप्रमाणे तसेच प्रतिज्ञापत्र कंपनीने सादर केलेले असल्याचे नमुद आहे. विषयांकीत प्रकरणी मौजनी खात्याकडून अर्जदार कंपनीच्या विकसन करारनाम्यानुसार/सेलमे पत्रानुसार ताब्यातील जागेच्या हदी त्या जागांचे सर्व्हे नंबर, हिस्से नंबर नमुद करुन शासन अधिसूचनेप्रमाणे प्रमाणित करणेत आलेल्या आहेत या अधिकृत मोजणी नकाशानुसारची करुन शासन अधिसूचनेप्रमाणे प्रमाणित करणेत आलेल्या आहेत. या अधिकृत मोजणी नकाशानुसारची (मौ. दत्तवाडी पोट नं. १६६/१०, १६७/१०, १६८/१० मोजणी दि. १६/२/२०१० व मौ. कासारसाई गौर नं. १६९/१० ते १७४/१० दि. १६/२/२०१० यादीनं) प्रकल्प क्षेत्राची हद्द आधारभूत धरुन व त्यास अनुसरुन छाननी करुन सदरह शिफारस करणेत येत आहे. अर्जदार कंपनीने त्यांचे ताब्यात असलेल्या नमिनीचे क्षेत्र ८२.६८३४ हेक्टर एवढे नमूद केले आहे. कंपनीने अधिसूचनेतील स. नं. ३१ पै. चे सुतं वृहत आराखड्यासाठी विचारात घेतलेले नाही. त्यामागणे नकाशामध्ये सर्व्हे नंबर निहाय दर्शविलेले क्षेत्र याआधारे एकत्रिकरणाचे क्षेत्र ६८.६४१५ हेक्टर इतके पूर्वी प्रस्तावित केले होते. आता उक्त क्षेत्रातून मौ. कासारसाईचे १०.२०८ हे क्षेत्र

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सदर प्रस्तावास मंजूरी प्रदान करताना आपल्या आदेशामध्ये कंपनीस देणे आवश्यक व अधिक योग्य राहील.

८) प्रकल्पांतर्गत समाविष्ट जमिनीच्या मालकीबाबत, करारांबाबत, कुलमुखत्यार पत्राबाबत लाभ क्षेत्राबाबत हदीबाबत चौहाद, संमतीपत्र इत्यादीबाबत भविष्यात काही वाद उत्पन्न झाल्यास त्यास संपूर्णतः कंपनी जबाबदार राहील. अशा प्रकारची सदर परवानगी, कंपनीस कोणतीही नुकसान: पपार्ई न देता अथवा पूर्वसूचना न देता रद्द करण्याचे संपूर्ण अधिकार जिल्हाधिकारी पुणे यांना राहतील.

९) वृहत आराखड्यामध्ये ज्या वापरासाठी त्या क्षेत्राचा खाने कंपनीवर बंधनकारक राहील. रहिवास विभागातील सेक्टर / ब्लॉक मधील भूखंड सदर क्षेत्राच लागू विकास नियंत्रण नियमावलीनुसार अनुज्ञेय होणाऱ्या रहिवास वापरासाठीच वापरनाचे आहेत. त्यासह सुविधा, ॲमिनीटी इत्यादी स्वरुपातील मिश्र वापर त्याच्यामध्ये अनुज्ञेय राहतील. कारण विशेष नगर विनियम नियम क्र. ४अ नुसार योजना क्षेत्रात अनुज्ञेय Total Floor Area (F.S.I.) च्या ६०% किमान Floor Area (F.S.I.) हा फक्त निव्वळ निवासी कारणासाठी वापर करणे बंधनकारक आहे. प्रत्येक सेक्टर /ब्लॉकचे / प्लॉटचे अंतर्गत संमिश्र रेखांकन/बांधकाम नकाशे विहित विकास नियंत्रण नियमावलीनुसार कंपनीने स्वतंत्रपणे तयार करुन ते प्रथम जिल्हाधिकारी पुणे यांचेकडून मंजूर करुन घेणे कंपनीवर बंधनकारक राहील.

१०) जलसंपदा विभागाकडील दि. १०/९/२००६ रोजीचे पत्र क्र. भुज/आक-२/मुदका/७११९/६५६७ च्या नाहरकत प्रमाणपत्रामधील अटींचे पालन करणे कंपनीवर बंधनकारक राहील तसेच उक्त नाहरकत प्रमाणपत्रातील सर्व अटी कंपनीवर बंधनकारक राहतील.

११) प्रस्तावित विशेष नगर वसाहतीच्या क्षेत्रातील टाऊनशिपच्या रेखांकनातील हरीवर प्रस्तावित पावरुन लगतच्या मिळकतधारकांना प्रवेश अनुज्ञेय राहील त्यास प्रतिबंध करता येणार नाही.

१२) गतिमान प्रवलन्य राबविताना उद्भविणाऱ्या कोणत्याही अडचणी अथवा प्रश्नासाठी कंपनी सर्व संबंधी जबाबदार राहील. या अडचणीचे निराकारण करुन देण्याची जबाबदारी अथवा बंधन शासनावर या कार्यालयावर व तसेच उप संचालक, नगर रचना, पुणे विभाग, पुणे यांचेवर असणार नाही.

१३) विशेष नगर वसाहतीच्या मंजूर विनियमांपैकी ७ (सी) (१) नुसार कंपनीने पायाभूत सेवासुविधा विकास कारणेत येणाऱ्या खर्चाच्या १५% बँक गॅरंटी देणे बंधनकारक आहे या कार्यालयाने पत्र क्र. ९५७९ दि. १२/७/२०१० अन्वये केलेल्या मार्गदर्शनानुसार प्रथम सुधारित वृहत आराखड्यापैकी क्षेत्र लवात घेता रु. ४४/- लक्ष प्रति एकर घरावे एकुण १.६४ कोटी रक्कमेची बँक गॅरंटी घेणे आवश्यक आहे. यापैकी ५.१५ कोटीची बँक गॅरंटी कंपनीने दिलेली असल्याचे त्यांनी सांगितले आहे. याबाबत खात्री करुन उर्वरित रु. ४.४९ कोटी रुपयांची बँक गॅरंटी व हमीपत्र वृहत आराखड्यास मंजूरी प्रदान करणेपूर्वी घेणे आवश्यक होते. त्यानुसार ओरिएन्टल बँक ऑफ कॉमर्स या बँकेच्या पुणे कैम्प शाखेकडील पत्र क्र.१०४३२९, दिनांक ०६/०३/२०१२ अन्वये रु.५,१४,००,०००/- एवढ्या रकमेची बँक गॅरंटी सादर केलेली आहे

१४) वृहत आराखड्यास पाचांगी देणेपूर्वी जागेचे Title and ownership इतर हक्काबाबत नियम क्र. ७ सी नुसार जिल्हाधिकारी पुणे यांचे स्तरावर सक्षम विभागाने खातरजमा करणेची आहे. यानुसाने सदर प्रस्तावासोबत संदर्भित पत्रान्वये या कार्यालयाकडे प्राप्त सर्व मालकीहक्क/विकसन करार हक्क / संमतीपत्र इ. विषयी सर्व मुळ कागदपत्रे आपणाकडे परत पाठविणे येत आहेत.

१५) रेखांकन मंजूरीनुसार क्षेत्रकरीता समिस्तर प्रकल्प अहवाल तयार करणेची जबाबदारी कंपनीची व संबंधित सल्लागार तसेच वास्तुविशारद व मुख्य आर्किटेक्ट टाऊन प्लॅनर यांची राहील. पुर्वपरवानगीशिवाय प्रकल्प क्षेत्रामध्ये कोणताही विकास अथवा बांधकाम कंपनीने हाती घेवू नये. असा अतिरिक्त विकास / बांधकाम केल्याचे निदर्शनास आल्यास कंपनीस कोणतीही पूर्वसूचना न देता कंपनीवर देडाप्रकल कारवाई तसेच अनधिकृत बांधकामाविरुध्द कारवाई जिल्हाधिकारी पुणे

घोनेकडून करण्यात येईल तसेच त्यासाठी लेखी खर्च कंपनीस सोसावा लागेल. याबाबत आपल्या आदेशात नियम ८ नुसार स्पष्टपणे अट नमूद करण्यात यावी.

१९) सदर जिल्ह्या नगर विकास प्रकल्पामध्ये प्रस्तावित नियमावलीनुसार व MOEF कडील प्राप्त ना हरकत प्रमाणपत्रानुसार तसेच अट क्र. ७ मध्ये नमूद केल्याप्रमाणे सुधारित MOEF कडील पाहरकत प्रमाणपत्रानुसार घेणाऱ्या सर्व अटी व शर्तीनुसार स्वयंघोषणापत्राची सुविधासाठी आवश्यक तरतूदी म्हणजे ऑफिसिटी पुरविणे व त्या प्रस्तावित करणे तसेच त्यांची प्रत्यक्ष अंमलबजावणी करणे कंपनीवर बंधनकारक राहील व अनुषंगाने कंपनीने हमीपत्र दिलेले आहे . ते कंपनीवर बंधनकारक राहील . ...

१७) कंपनीने Fire Advisor, Government of Maharashtra यांचेकडून अद्याप प्रस्तावित प्रकल्पास पाहरकत प्रमाणपत्र प्राप्त करुन घेतलेले नाही. सदर प्रकल्प क्षेत्रकरीता असे पाहरकत प्रमाणपत्र प्राप्त केल्यानंतरच प्रकल्प क्षेत्रात १५ मी पेक्षा जास्त उंचीच्या इमारती अनुज्ञेय होणार नाहीत तसेच प्रकल्प क्षेत्रात प्रस्तावित केलेल्या अग्नीशमन यंत्रणेचा स्थानास Fire Advisor, Government of Maharashtra यांची मान्यता घेणे आवश्यक राहील व तद्नुसार अशा प्रत्यक्ष स्टेजवरचा Fire Advisor, Government of Maharashtra यांचे सविस्तर व सुस्पष्टानुसार नियोजन करणे कंपनीवर बंधनकारक राहील.

१८) Sewage treatment plant, solid waste compositing plant, land fill site चे स्थानाबाबत व अन्य सविस्तर तांत्रिक बाबी अनुषंगाने महाराष्ट्र प्रदुषण नियंत्रण मंडळ केंद्र शासनाचे वन व पर्यावरण मंत्रालयाचे मान्यतेसाठी जरुर ती कागदपत्रे व अहवाल सादर करणे व त्याचे पश्चात घेणे विकास कंपनीवर बंधनकारक आहे व त्या मजुरीनुसार सदर सेवा सुविधा कंपनीस त्यांच्या ताब्यात विकसित करणे बंधनकारक राहील.

१९) Municipal Solid Waste, (Management and Handling) Rules २००० चे तरतुदीनुसार कच्चा डोंगा (Land fill site) चे स्थानास महाराष्ट्र प्रदुषण नियंत्रण मंडळ केंद्र शासनाचे वन व पर्यावरण मंत्रालय व निलकपिकारी पुणे व घनकचरा व्यवस्थापन समितीची मान्यता आवश्यक राहील. प्रस्तावित स्थानास अशी मान्यता प्राप्त न झाल्यास योजना क्षेत्राबाहय मंजूर रेखांकनात महाराष्ट्र प्रदुषण नियंत्रण मंडळ व निलकपिकारी पुणे यांच्या मान्यतेने अन्य सुयोग्य ठिकाणी कचरा डेपो (Land fill site) प्रस्तावित करणे व घनकचरा व्यवस्थापनाकरीता आवश्यक ती यंत्रणा उभारणे कंपनीवर बंधनकारक राहील व त्यानुसार जागेचे रेखांकन कंपनीस सुधारित रिपोर्ट पुन्हा आवश्यक त्या बदलासह मंजूर करुन घेणे बंधनकारक राहील.

२०) प्रस्तावित जमीन वापर नकाशा (वृहत आराखडा) मंजूरीनुसार Water distribution layout ची आखणी करुन घेणे, पाणी पुरवठ्याच्या रेखांकनाची तसेच Reservoir rain water harvesting system recylycing system व त्याचील इतर तांत्रिक कार्यकिरीताची खात्री महाराष्ट्र जीवन प्राधिकरणाकडून किंवा शासनाच्या संबंधीत विभागाकडून करुन घेणे तसेच प्रकल्पामधील Unused treated water दिल्लीच्या धर्तीवर पाण्याचा स्वतंत्र व्यवस्था करणे कंपनीवर बंधनकारक आहे.

२१) जमीन वापर नकाशा (वृहत आराखडा) Drainage layout / surface drain / storm water management plan ची आखणी करुन घेणे व याची खात्री महाराष्ट्र प्रदुषण नियंत्रण मंडळाकडून तर Drainage layout मधील पाईप लाईनचे Desing, material इत्यादी तांत्रिक पूर्ततेबाबतची खात्री महाराष्ट्र जीवन प्राधिकरणाकडून किंवा शासनाच्या संबंधीत विभागाकडून करुन घेणे तसेच प्रकल्पामधील Drainage line टाकणे व त्या अनुषंगाने इतर विकास बंधनकारक राहील तसेच प्रकल्पामधील Unused treated water दिल्लीच्या धर्तीवर पाण्याचा स्वतंत्र व्यवस्था करणे कंपनीवर बंधनकारक आहे.

२२) प्रकल्पातील क्षेत्रामध्ये असणारे जोणतेही अस्तित्वातील इलेक्ट्रीक पोल व इलेक्ट्रीक लाईन्स मंजूर रेखांकनानुसार रस्ता आखणीवर किंवा खुल्या जागेत स्थलांतरीत करणे कंपनीवर बंधनकारक राहील.

२३) मंजूर होणाऱ्या प्रस्तावित जमीन वापर नकाशानुसार (वृहत आराखडा) त्यातील सेक्टरनिहाय इमारतीचे नियोजन करताना टाऊनशिपच्या नियमावलीत नमूद नुसार किमान ९ मी रुंदीचे अंतर्गत रस्ते प्रस्तावित करणे आवश्यक व बंधनकारक राहील.

२४) सेक्टरनिहाय इमारतींचे नियोजन करताना सर्वसाधारण विकासास व बहुमजली इमारतींना शासन प्रचलित विकास नियंत्रण नियमावलीनुसार आवश्यक रुंदीचे सन्मुख रस्ते व किमान ९.०० मी रुंदीचे अंतर्गत रस्ते व आवश्यकतेप्रमाणे किमान आणीबाणी अंतरे प्रस्तावित करणे कंपनीवर बंधनकारक राहील.

२५) मंजूर प्रादेशिक योजना, पुणे नुसार झाणर एनओसी विना अनुज्ञेय उंची १५ मी इतकी प्राप्त परिस्थितीत अनुज्ञेय आहे त्या चतील सर्व प्रस्तावित इमारतींसाठी टाऊनशिपच्या नियमावलीत नियम क्र. ५ मध्ये नमूद केलेनुसार Fire Advisor, Government of Maharashtra यांचेकडून प्राप्त नसलेली इमारती करुन घेतून ना हरकत प्रमाणपत्र प्रत्येक वेळी स्वतंत्रपणे प्राप्त करुन घेणे आवश्यक राहील व तसेच नाहकात पत्र व नकाशे विकास प्रस्तावासोबत या कार्यालयाकडे सादर करणे अनिवार्य बंधनकारक राहील.

२६) नियम क्र. ३अ नुसार प्रकल्प क्षेत्रातील Ground Water वगळता अग्निप्रतिबंधक उपाययोजनेकरीता लागणारे पाणी व वगीचा कामासाठी लागणारे पाणी वगळता रोजच्या पाण्याच्या आवश्यकतेमाणे संबंधीत Water supply authority कडून कमीत कमी २२६२.०० cum day (२.२६ एमएलडी) प्रतिदिन पाणी पुरवठ्याबाबत ठाम बांधिलकी (firm commitment) प्राप्त होणे आवश्यक आहे. प्राप्त परिस्थितीत ५.५०.००० लिटर प्रती दिन म्हणजेच आवश्यकतेच्या २५ टक्के इतकेच हयातेचे पाणी पुरवठा करणेबाबत दिनांक ३०/९/२००९ रोजीचे पत्रान्वये मुख्य अभियंता जलसंपदा विभाग पुणे यांच्याकडून प्राप्त झाले आहे. उर्वरीत एकुण २२६२६८० लीटर प्रतिदिन (२.२६ एमएलडी/प्रतिदिन) करुन घेणे तसेच पत्र रेखांकन नकाशा मंजूरीपूर्वी निलकपिकारी यांच्याकडे सादर करणे कंपनीवर बंधनकारक कराये. रेखांकन नकाशास अंतिम मंजूरी देण्यापूर्वी उकाप्रमाणेचे पाणी उपलब्धता करुन घेणेबाबतच्या पूर्ते अनुषंगाने निलकपिकारी पुणे यांनी आवश्यक ती माहिती कंपनीकडून प्राप्त करुन घेतून त्या अनुषंगाने जरुर ती छाननीअंती फेरफाननंतरच प्रकरणास अंतिम मंजूरी देणेची कार्यवाही निलकपिकारी पुणे यांनी करणे आवश्यक व सोपस्कार राहील तसेच एकुण टाऊनशिपकरीता आवश्यक पाणी २.२६ + ०.४ (अग्निप्रतिबंधक उपाययोजना व वगीचा करीता) असे एकुण २.२० एमएलडी / प्रतिदिन म्हणजेच २३०००० लिटर Cum/day या आवश्यक पाण्याच्या गरजेच्या टिडपट पाणी साठवणूक करणेची सोय करणे कंपनीवर बंधनकारक राहील.

२७) नियम १.३ (सी) नुसार आपफेल उकलपर्स ॲन्ड रियल्टर्स लि. कंपनीस सदर प्रकल्पाकरीता बिज पुरवठ्याबाबत महावितरण कंपनी (MSEDC LTD) कडून दिनांक ७/९/२०१० रोजी बिज पुरवठा मागणीनुसार करता येईल अशा स्वरुपाचे पत्र प्राप्त आहे. नियम क्र. १.३ (सी) नुसार प्रकल्पाकरीता आवश्यक बीज पुरवठा तणीलर व महावितरण कंपनीकडून त्यानुसार नेपमका किती बिजपुरवठा करण्यात येईल याबाबत महावितरण कंपनी (MSEDC LTD) कडून ठाम बांधिलकी (firm commitment) अनुषंगानेचे पत्र कंपनीने सादर रेखांकनास अंतिम मंजूरी देणेपूर्वी प्राप्त करुन घेणे व निलकपिकारी, पुणे यांचेकडे सादर करणे आवश्यक राहील त्यानी सर्वस्वी जबाबदारी कंपनीची राहील.

२८) महाराष्ट्र प्रदुषण नियंत्रण मंडळ, केंद्र शासनाचे वन व पर्यावरण मंत्रालय, जलसंपदा विभागाकडील प्राप्त ना हरकतपत्र व तसेच Fire Advisor, Government of Maharashtra यांचेकडील प्राप्त होणाऱ्या नाहरकत प्रमाणपत्रामधील सर्व अटींची पुर्तता विकासक कंपनीने व त्यांचे संबंधीत सल्लागार यांनी वेळोवेळी करणे आवश्यक राहील व या बाबींची पुर्तता होत आहे किंवा कसे याबाबत संबंधित [illegible] यांची महाराष्ट्र प्रदुषण नियंत्रण मंडळाकडून वेळोवेळी तपासणी करण्यात येईल याची जबाबदारी कंपनीची राहील.

२९) नियम क्र. ५.२ नुसार प्रकल्प क्षेत्रात प्रस्तावित ५०% हरीत क्षेत्र (Otpen Space) हे क्षेत्र कायमस्वरुपी सार्वजनिक वापरकरीता खुले ठेवणे कंपनीवर बंधनकारक आहे. सदर क्षेत्र बोजाविरहित स्वरुपात ठेवणे आवश्यक आहे या क्षेत्रापी विक्री कंपनीस करता येणार नाही व त्याबर कोणतो उपरच हक्क निर्माण करता येणार नाहीत. याबाबतचे सविस्तर व स्पष्टस्पष्ट हमीपत्र आपण संबंधीत कंपनीकडून प्राप्त करुन घेणे आवश्यक राहील या क्षेत्रापणी खुल्या स्वरुपाचा वापर करणेचा आहे. या क्षेत्रात सहर स्तरातील खुल्या स्वरुपाच्या सुविधा केवळा वृहत आराखडयामध्ये दर्शविलेप्रमाणे विकसित करता येतील.

३०) वृहत आराखडयाच्या प्रकल्प क्षेत्रात नियम क्र. ५(२) नुसार प्रस्तावित ५० टक्के खुल्या जागेव्यतिरिक्त प्रत्येक प्रस्तावित निवासी व वाणिज्य रोक्टर /प्लॉटमध्ये आवश्यक सार्वजनिक खुल्या जागा १० टक्के प्रस्तावित करावयाच्या आहेत व त्या जागा त्या करीताच ठरावीकास आरणे विकासक कंपनीवर बंधनकारक राहील.

३१) नियम क्र. २ (ए) ते २ (एए), २ (एए), २(लाय) हे शासनाच्या महसूल विभागाशी व इतर विभागांशी संबंधीत असून आपले स्तरावर आवश्यकतेनुसते संबंधीत विभागांशी रोपके साधून व त्यांचे अभिप्राय मेळून योग्य तो निर्णय घेणेत यावा. नियम क्र. २ (सी) हा छाननी फी बाबत आहे. नियम क्र. २अ नुसार अधिसूचित क्षेत्रापैकी प्रारुप सुधारित वृहत आराखडयात अंतर्भूत असलेल्या ५८.४३५५ हेक्टर (डोंगर याचा डोंगर उतार क्षेत्र वगळून) या संपूर्ण क्षेत्रासाठी अकृषिक आकारणी करणे आवश्यक आहे. पुणे प्रादेशिक योजना क्षेत्रातील १० कि.मी. परिसरापैकी दि. २८/८/२००१ रोजी केंद्रसरकारच्या अधिसूचनेद्वारे विशेष निगर्पाचा समावेश प्रादेशिक योजनेच्या विकास नियंत्रण नियमावलीमध्ये करण्यात आलेला आहे. सदर विकास नियंत्रण नियमावलीच्या तरतूदी टाऊनशिपकरीता काही अपवाद वगळता आलेला आहे. सदर विकास नियंत्रण नियमावलीच्या तरतूदी टाऊनशिपकरीताही काही अपवाद वगळता लागू आहेत. याशील नियम क्र. १३ नुसार रु. १३०००/- इतकी छाननी फी (पुणे महानगरपालिका विकास नियंत्रण नियमावलीनुसार) आकारणे बंधनकारक राहील. सदर फीच्या परतू सहाय्यक संचालक, नगर रचना, पुणे शाखा, पुणे यांचेकडे संबंधीत लेखाशिर्षाखाली भरुन तशी पावती रेखांकन मंजूरीपूर्वी सादर करणे कंपनीवर बंधनकारक होते. त्यानुसार अर्जदार यांनी दिनांक २७/०३/२०१२ रोजी सदरची रक्कम शासन जमा करुन चलन या कार्यालयाकडे सादर केलेले आहे.

३२) प्रत्येक सेक्टरचे / प्लॉटचे रेखांकन करताना त्यामध्ये वृहत आराखडयात वाहनतळाकरीताच्या प्रस्तावित टाऊन लेव्हल सुविधा व्यतिरिक्त नियमानुसार सार्वजनिक वाहनतळ सुविधा Occupiers parking + visitors parking आवश्यकतेनुसार स्वतंत्रपणे प्रस्तावित करणे बंधनकारक राहील.

३३) विशेष नगर विकसीत करणेकामी शासन मंजूर विनियमावलीत नियम क्र. ५.३ (iv) नुसार (प्रति हेक्टरी ४०० झाडे) सर्व प्रकल्पाला वृक्षांचे लागवड करुन त्याची देखभाल, संवर्धन करणे विकासक कंपनीवर बंधनकारक राहील तसेच नियम क्र. ५ (iii) नुसार प्रकल्प पूर्णत्वाच्या वेळेस याबाबत छाताजपा पत्र विभागाकडून करुन घेणे बंधनकारक राहील. त्या. अनुसरुन प्रकल्प अहवालात वृक्ष लागवडीचे सुयोग्य नियोजन दर्शविणारा नकाशा तयार करणे कंपनीवर बंधनकारक राहील.

३४) प्रस्तावित जमीन वापर आराखडयास (वृहत आराखडयास) अंतीम मंजूरी मिळालेनंतर त्यानुसार प्रस्तावित रस्त्याने किंवा विकासाने बाधीत होणाऱ्या कोणत्याही जुन्याच्या उपरील कंपनीने निलकपिकारी पुणे यांना देणे व त्या मुलतोंडीबाबत अथवा वृक्षांचे स्थानांतरण करुन जतन करणेबाबत निलकपिकारी पुणे यांचो पूर्ण पाठवानीने घेणे कंपनीवर बंधनकारक राहील.

३५) विशेष नगर विकसित करणेच्या शासन मंजूर विनियमावलीत नियम क्र. ७ सी नुसार सदर प्रस्ताव कंपनीने दाखल केला असल्याने सदर विनियम कंपनीवर बंधनकारक असून ते कंपनीस मान्य आहेत. त्यानुसार कंपनी विकास करावयाचा आहे. याशील नियम क्र. ८ नुसार योजनेची अंमलबजावणी पूर्णत्वाबाबत कंपनीकडून आवश्यक ती पूर्तता करुन सर्वसंबंधी समाधान [illegible]

३६) प्रकल्पातील पायाभूत सुविधांच्या विकासाबाबत कार्यालय/उपअभियंता विकास कार्यालय/ज्वेल इंजीनिअर देण्यात आलेला आहे.. रेखांकनास अंतिम मंजूरी प्राप्त झाल्यानंतर त्यानुसार फेज झोनिंग ठरवून कंपनीने त्यानुसार फेजनिहाय प्रत्येक सेक्टरचे / प्लॉटचे रेखांकन नकाशे सादर करुन तसर नकाशे मंजूरीसाठी सादर करुन त्यार मंजूरी प्राप्त करुन घेणे कंपनीवर गंधनकारक आहे. त्याचबरोबर प्रकल्पातील रहिवासी झपारातीचे बांधकाम करताना त्याशोबतच पायाभूत सेवासुविधा/ सार्वजनिक सुविधा झायाच्याने विकसित करणे कंपनीवर बंधनकारक आहे. त्यानुसार नियम क्र. ५ नुसार विक्रीचे परवानगीचे वेळी अडचण उद्भवणार नाही याची खबरदारी घेण्याची जबाबदारी कंपनीची राहील.

३७) अनुशेष चटई निर्देशांक: प्रथम सुधारित वृहत आराखडयामध्ये कंपनीचे एकुण क्षेत्र मोजणी खात्याकडील प्रमाणित मोजणी नकाशा आधारीच्या हरीनुसार एकत्रीकरणाच्या नकाशावर नमुदप्रमाणे ५८.४३३५ हे. इतके आहे. नियमानुसार चालील डोंगर माथा डोंगर उतारचे क्षेत्र ८३४५१ चौ.मी. चटई क्षेत्रकरीता विचारात घेतलेले नाही. याचर कोणतोही बांधकाम अनुज्ञेय होणार नाही. चटई होत परिगणित करणेसाठीचे होर ५०.०८७१ हेक्टर च्या ५०% म्हणजेच २५.०४३५ हेक्टर एवढेच बांधकाम क्षेत्र कंपनीस अनुज्ञेय राहील. वृहत आराखडयानुसार नकाशा क्र. ४/४ वर सादर केलेल्या क्षेत्र विवरण तक्त्यामध्ये प्रस्तावित चटई क्षेत्र निर्देशांक व त्यानुसार प्रस्तावित बांधकाम दोत्र (Floor Area) नमुद आहे. सदर तपशील हा सविस्तर निर्णयनानंतर सविस्तर मोजणी नंतर कायम झाणर असल्याने सध्यस्थितीत तो अंतीम स्वरुपाचा आहे. पूर्वीढाचे ठाकारमान, क्षेत्रफळ व त्यामध्ये सविस्तरपणे नियोजित करणेत येणार रेखांकन/बांधकाम नाकशेता सदर दोत्रास लागू विकास नियंत्रण नियमावलीमधील तरतूदी विचारात घेतून ओवडे बांधकाम/चटई होत निर्देशांक अनुशेय होईल त्याबर

म ल स-२
७६४ | ४६ | ७५
२०१५

THE SEAL OF THE SUB-REGISTRAR OF मुख्य निबंधक मुळशी-२ यांची मुद्रा

४३) रेखांकनातील सर्व निवासी व इतर भूखंडांपर्यंत विकास परवानगीचे बंधनकारक सादर होणे आवश्यक राहील. वैयक्तिक भूखंड धारकाकडून विकास परवानगीचा प्रस्ताव घेण्यात येणार नाही. तसेच रेखांकनातील भूखंडांपर्यंत नियमानुसार अनुज्ञेय पयारीत बांधकाम होईल याची सर्व जबाबदारी कंपनीवर राहील.

४४) टाऊनशिपच्या नियमावलीतील नियम क्र. ६ मध्ये स्पष्ट केलेप्रमाणे रेखांकनातील भूखंड विक्री परवानगी ही नियम क्र. ६.३ प्रमाणेच्या पायाभूत सेवा सुविधांचा विकास पूर्ण केल्यावर या कार्यालयाच्या पूर्वपरवानगीने अनुज्ञेय होईल.

४५) अर्जदार यांनी सादर केलेली बँक गॅरंटीनी मुदत संपण्यापूर्वी पुढील कालावधीकरीता बँक गॅरंटीचे नूतनीकरण करण्याची जबाबदारी ही अर्जदार यांची राहील. त्या अनुषंगाने अर्जदार यांनी बँकगॅरंटीची मुदत संपण्यापूर्वी १५ दिवस अगोदर या कार्यालयाशी संपर्क साधून आवश्यक ती कार्यवाही पूर्ण करण्याची आहे. तशी तजवीज करण्याबाबतची कार्यवाही अर्जदार यांनी न केल्यास पर्यायी बँक गॅरंटी परवानगी ही रद्द/स्थगित समजण्यात येईल.

४६) प्रस्तुताच्या प्रथम सुधारीत आराखडा मंजूरीनंतर फेजवाईज डेव्हलपमेंट प्लॅन हा अर्जदार यांनी एक महिन्याच्या आत या कार्यालयाकडे व उपसंचालक नगररचना पुणे विभाग पुणे यांच्या कार्यालयाकडे सादर करणे बंधनकारक राहील. अन्यथा प्रथम सुधारीत आराखडा मंजूरी आदेश रद्दबातल समजण्यात येईल.

४७) फेजवाईज विकास करताना कंपनीने निरोधनगर प्रकल्पासाठी मंजूर असलेल्या बांधकाम नियमावली नुसार ४०.०० चौ.मी. क्षेत्राच्या काही सदनिका बांधणे बंधनकारक असून त्याचे बांधकाम करणे कंपनीवर बंधनकारक राहील.

४८) प्रत्येक सेक्टरवाईज आराखडे मंजूर करण्यापूर्वी पायाभूत सुविधा त्या प्रमाणात पूर्ण केल्याबाबत हमीपत्र देणे विकसकावर बंधनकारक राहील. याबाबत अर्जदार यांनी उपसंचालक नगररचना पुणे यांचेकडील तपासणी प्रमाणपत्र घेणे अर्जदार यांचेवरील बंधनकारक राहील.

४९) या कार्यालयाकडील पूर्व परवानगीशिवाय प्लॉट/प्लॉट/सदनिका यांची विक्री करता येणार नाही.

५०) या कार्यालयाकडून अंतिम पूर्णत्याचा दाखला घेणे अर्जदार यांचेवर बंधनकारक राहील.

५१) अर्जदार कंपनीने सादर केलेली कोणतीही माहिती व कागदपत्रे ही चुकीची / दिशाभूल करणारी आढळल्यास प्रस्तुतची शिफारस रद्द समजणेत येईल व त्यामुळे कंपनीच्या व इतर सर्व संबंधीतांच्या फेजनुसारही नुकसानीस स्वत: कंपनी जबाबदारी राहील.

५२) या कार्यालयाचे आदेश क्र. पपज/एनए/एसआर/३५५/२००८, दिनांक ०७/०१/२०१० अन्वये मूळ प्रस्तावास देणेत आलेली मंजूरी याद्वारे निःप्रभावीत करण्यात येत आहे.

५३) पार्ले आयकॉन रिॲल्टी टाऊनशिप याचे नामनिर्देशन Eiffel City Hinjewadi असे करणेबाबत संचालक Eiffel Developers & Realtors Ltd. यांनी त्यांचे दि. ७/५/२०१२ चे पत्रानुसार अन्वास कळविलेले आहे. तद्नुसार या विरोध नगर वसाहतीत आता Eiffel City Hinjewadi म्हणून संबोधण्यात येत आहे.

(विकास देशमुख)
जिल्हाधिकारी पुणे.

प्रति, मे.आयकॉन डेव्हलपर्स व रिॲल्टर्स प्रा.लि.तर्फे
श्री.शिरसन ए. धारेराव,
मंत्री हाऊस, ९९१, एक सी रस्ता, १ ला मजला, पुणे-४११ ००१.

PRAVIN KULKARNI
Advocate

E- 404, 4th Floor,
Laxminarayan Towers,
Behind Nilayam Talkies,
Pune- 411 030.

TITLE CERTIFICATE

This Title Certificate is issued with respect to the following properties as per the request of concern Owners/Developer on the basis of documents and instructions provided by them.

A) 1) **DESCRIPTION OF THE SAID LARGER LAND PROPERTY-**

The land admeasuring Hectares 58=43.35 Ares formed of all those piece and parcels of lands admeasuring Hectares 01=70 Ares bearing Survey Number 38/2, Hectares 04=29 Ares out of the land admeasuring Hectares 04=29.5 Ares bearing Survey Number 38/3, Hectares 08=05.35 Ares out of the land admeasuring Hectares 08=07 Ares bearing Survey Number 39, Hectares 38=09 Ares out of the land admeasuring Hectares 60=62 Ares bearing Survey Number 56 and hectares 06=30 Ares bearing Survey Number 57 situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Grampanchayat of Village Dattawadi (hereinafter for the sake of convenience referred to and called as the said larger land property)

A) 2) **DESCRIPTION OF THE SAID PROPERTY**

I) The sub-divided Plot admeasuring 6625.88 Sqmtrs. bearing Number R - 22 out of the sanctioned Layout.

II) The sub-divided Plot admeasuring 7117.29 sq meters bearing Number R - 23 out of the sanctioned Layout.

III) The sub-divided Plot admeasuring 10872.70 sq meters bearing Number R - 24 out of the sanctioned Layout.

IV) The sub-divided Plot admeasuring 14007.50 sq meters bearing Number R - 25 out of the sanctioned Layout.

V) The sub-divided Plot admeasuring 11152.40 sq meters bearing Number R - 26 out of the sanctioned Layout.

VI) The sub-divided Plot admeasuring 13479.10 sq meters bearing Number R - 27 out of the sanctioned Layout.

VII) The sub-divided Plot admeasuring 6600.94 sq meters bearing Number R - 28 out of the sanctioned Layout.

VIII) The sub-divided Plot admeasuring 38123.43 sq meters bearing Number R - 29 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi. (hereinafter for the sake of convenience referred to and called as the said property)

B) **INSTRUCTIONS AND DOCUMENTS MADE AVAILABLE-**

1) The title reports of following Advocates a)Title report of Adv. Chandrakant Jain, dated-08.12.2005 b)Supplementary title report of Adv. Pravin Kulkarni, dated-05.12.2008 c) Supplementary title report of

PRAVIN KULKARNI
Advocate

E- 404, 4th Floor,
Laxminarayan Towers,
Behind Nilayam Talkies,
Pune- 411 030.

Adv.Neelima Pandit, dated-05.12.2011 d) Supplementary title report of Adv. Arun Borgaonkar, dated-22.05.2012 e)Title report of Adv. Thorve, dated-13.03.2007 f) Supplementary title report of Adv. Neelima Pandit, dated-05.12.2011. g)Title report of Adv. Pravin Kulkarni, dated-21.03.2009 h)Title report of Adv. Pravin Kulkarni, dated-20.03.2009.

2) Deed of Article of Agreement executed by Xrbia Developers Ltd. in favour of Xrbia Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3633/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

3) General Power of Attorney executed by Xrbia Developers Ltd. in favour of Xrbia-Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3634/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

4) Sale Deed executed by Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is registered at Sr.No.5611/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

5) Sale Deed executed by Mr. Rasiklal Manikchand Nahar and Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is registered at Sr.No.5612/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

C) **INSTANCES/ TRANSFER/ ALIENATION WITH RESPECT TO THE SAID PROPERTY -**

1) I have gone through the title reports of various Advocates provided to me and I have also verified the contents with respect to the said property as mentioned in the various title reports.

2) It appears from record that Deed of Article of Agreement is executed by Xrbia Developers Ltd. in favour of Xrbia Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3633/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

3) It appears from record that General Power of Attorney is executed by Xrbia Developers Ltd. in favour of Xrbia-Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3634/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

4) It appears from record that Sale Deed is executed by Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is

PRAVIN KULKARNI
Advocate

E- 404, 4th Floor,
Laxminarayan Towers,
Behind Nilayam Talkies,
Pune- 411 030.

registered at Sr.No.5611/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

5) It appears from record that Sale Deed is executed by Mr. Rasiklal Manikchand-Nahar and Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is registered at Sr.No.5612/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

D) **OPINION –**

I have framed my on opinion only and solely on the basis of instructions and documents referred above provided to me. On perusal of all record made available to me as mentioned above I have reached at opinion that the said property is having clear and marketable title and the said property is free from charges and encumbrances. So Xrbia-Hinjewadi Developers Pvt. Ltd. is entitled to develop the said property as per the prevalent rules and regulations prescribed by the statute. This title certificate.

Place- Pune
Date- 15.10.2012

Adv.Pravin Kulkarni

भारतीय गैर-न्यायिक
एक सो रुपये Rs. 100
रु. 100 ONE HUNDRED RUPEES
भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA सदरचा मुद्रांक सिध्द अॅण्ड लायसेन्स साठी नाही HA 333083

मुद्रांक विक्री पावती
मु.दर.अनु.क्र. 2681 दिनांक: 26 APR 2013
श्री. / सौ. श्रीमती Xrbia Hinjewadi Dev Pvt Ltd
राहणार : F.C. Rd Pune यांना
खालील तपशीलाचे सर्वसाधारण मुद्रांक विकले. त्याचे रुपये 100/-
(अक्षरी Rs One Hundred) प्राप्त झाले.

तपशील		
मुद्रांक		एकूण
२०	X	
५०	X	
१००	X	100
५००	X	
१०००	X	
५०००	X	
१००००	X	
एकूण रु.		100

सही व शिक्का

26 APR 2013

Xrbia Hinjewadi Developers Pvt Ltd
Authorised Signatory

23 APR 2013

उप कोषागार अधिकारी
सेवानगर पुणे

मल स-२ ७६४७ २०१३

मल स-२ ३६४७ ९ ९३ २०१३

मल स-२ ३६४७ ३ ९३ २०१३

मल स-२ ३६४७ ४ ९३ २०१३

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

SPECIAL POWER OF ATTORNEY

This SPECIAL POWER OF ATTORNEY is executed on this 30 day of April month of the year 2013;

I, Mr. Karan Rajivkumar Karnawat, Age – 28 years, Occupation – Business, office at:- 929, Mantri House, F.C. Road, Pune 411004 do hereby

SEND GREETINGS:

Due to my busy business schedule, I am unable to attend the office of the concerned Sub Registrar/s for completing the registration proceedings of the various deeds and documents executed by me as a Authorized Signatory of **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED,** in respect of property situated at village **Dattawadi (Nere), Tal-Mulshi, Dist. Pune** and within the jurisdiction of Pune district. This Power of Attorney is not in my personal capacity but it is in capacity of authorised person for Xrbia Hinjewadi Developers Pvt. Ltd.

It is necessary and expedient to appoint some fit and proper person for presenting such deeds and documents and admitting my execution before the concerned Sub Registrar Offices of Pune District and all other offices of Sub Registrars within Pune District or any other district and to do, all such acts, deeds, things and matters related to the completion of registration proceedings.

I, Mr. Karan Rajivkumar Karnawat, do hereby nominate, constitute and / or appoint

1) Mr. Gokul Bhima Lagade, Age – 30 years, Occupation - Service,
and / or
2) Mr. Ajinkya Pramod Palanga, Age – 25 years, Occupation - Service,
and / or
3) Mr. Dhairyasheel Chandrao More, Age – 29 years, Occupation - Service,

All office at – 929, Mantri House, F.C. Road, Pune 411004

as my Attorney to represent me, before any Sub Registrar Offices of Pune District and all other offices of Sub Registrars within Pune District at all times as may be necessary and **to present before them for registration of various deeds and documents executed by me** in respect of property more particularly mentioned in the schedule III hereinbelow (hereinafter referred to as "the said property").

To admit my signatures and execution of deeds and documents executed by me in respect of the said property for above only, deed or thing as may be necessary to complete the registration of such deeds and documents in the manner required by law and to receive such original deeds and documents after they are duly registered and thereafter to give proper receipt and discharge for the same and complete the process of registration of deeds and documents.

And I do hereby agree and declare that all the deeds and documents admitted before any of the Sub Registrars mentioned above by my said Attorney on behalf of me shall always be valid and binding on me to all intents and purposes as if done by me personally, which I undertake to ratify and confirm whenever required.

SCHEDULE I

THE SCHEDULE of the larger land

A) The contiguous block of land admeasuring Hectares 58 = 43.35 Ares formed of all those pieces and parcels of lands admeasuring Hectares 01 = 70 Ares bearing Survey Number 38/2, Hectares 04 = 29 Ares out of the land admeasuring Hectares 04 = 29.5 Ares bearing Survey Number 38/3, Hectares 08 = 05.35 Ares out of the land admeasuring Hectares 08 = 07 Ares bearing Survey Number 39, Hectares 38 = 09 Ares out of the land admeasuring Hectares 60 = 62 Ares bearing Survey Number 56 and Hectares 06 = 30 Ares bearing Survey Numbers 57 situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and the same is bounded as follows:

On or towards the East:	Survey No.56 (P)
On or towards the South:	Village boundary of Man.
On or towards the West:	Village boundary of Kasarsai & S.No.52 (P), S.No.38 (P), S.No.34 & S.No.31
On or towards the North:	S.No.58,36,3740 & 42.

SCHEDULE II

Plots carved in the said larger land as described in schedule I and which is as follows

I) The sub-divided Plot admeasuring **6625.88** Sqmtrs. bearing Number **R – 22** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

मलस-२ ४८५ ४८ ५५ २०१५

मलस-२ ४३४५ ५ ९३ २०१३

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

II) The sub-divided Plot admeasuring **7117.29** sq meters bearing Number **R – 23** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

III) The sub-divided Plot admeasuring **10872.70** sq meters bearing Number **R – 24** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

IV) The sub-divided Plot admeasuring **14007.50** sq meters bearing Number **R – 25** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

V) The sub-divided Plot admeasuring **11182.40** sq meters bearing Number **R – 26** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VI) The sub-divided Plot admeasuring **13479.10** sq meters bearing Number **R – 27** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VII) The sub-divided Plot admeasuring **6600.94** sq meters bearing Number **R – 28** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VIII) The sub-divided Plot admeasuring **38123.43** sq meters bearing Number **R – 29** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED
1st Floor, Mantri House, 929, F.C. Road, Pune - 411004.

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF **XRBIA HINJEWADI DEVELOPERS PVT. LTD.,** HELD AT 929, Mantri House, F.C. Road, Pune – 411 004 ON 30th, March, 2013.

AUTHORITY TO REGISTRATION OF POWR OF ATTORNEY ON BEHALF OF COMPANY

RESOLVED THAT, pursuant to provisions contained in the Companies Act, 1956 and other applicable provisions if any, and provisions contained in the Articles of Association of the company, the Board of Directors authorizes **Mr. Karan Rajivkumar Karnawat** as Authorized Signatory, to perform the following specified duties and responsibilities about execution and registration of. Power of Attorney with respect to Flats / units / Apartment / Tenements in the building/s to be /constructed on lands bearing S.No.38/2, 38/3, 39, 56 & 57 situated at Village Nere Dattawadi, Taluka: Mulshi, District: Pune in favour of Mr. Gokul Bhima Lagade & other two and on such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, Mr. Karan Rajivkumar Karnawat as authorized signatory, be and is hereby authorized to sign, execute, admit and present and register the documents viz. Power of Attorney or any other relevant documents of the above mentioned property before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with the legality of the documents, would execute, admit and present the document on behalf of the company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, **Mr. Karan Rajivkumar Karnawat** is authorized to execute, admit and present the documents viz. Power of Attorney or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the forgoing resolution.

Note: This resolution is for execution / presentation / registration Power of Attorney on behalf of the company with respect to above mentioned property only.

CERTIFIED TRUE COPY
FOR XRBIA HINJEWADI DEVELOPERS PVT. LTD.

DIRECTOR

Corporate Office - 1st floor, Mantri House, 929, F.C. Road, Pune - 411004. India
Tel: +91 20 66858888, Fax: +91 20 66858889

मलस-२ ४३४५ ६ ९३ २०१३

SCHEDULE III
SCHEDULE OF THE SAID PROPERTY

Flats / units / Apartment / Tenements in the building/s constructed on the said plot/s situated on the said larger land is the subject matter of the present Power of Attorney.

IN WITNESS WHEREOF We have hereunto set and subscribed our hands this _____ day of _____ in the year of 2013.

SIGNED AND DELIVERED
by the withinnamed GRANTOR

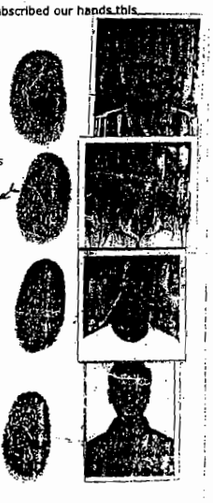
Mr. Karan Rajivkumar Karnawat
For Xrbia Hinjewadi Developers Pvt. Ltd.

We accept the powers and authorities conferred upon us by virtue of these presents.

1) Mr. Gokul Bhima Lagade

2) Mr. Ajinkya Pramod Palange

3) Mr. Dhairyashil Anandrao More

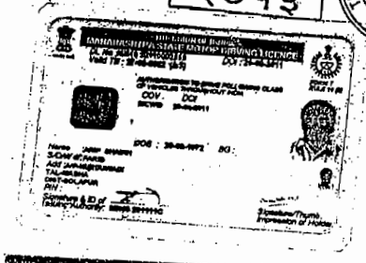


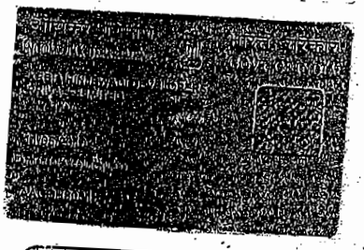
Witness:

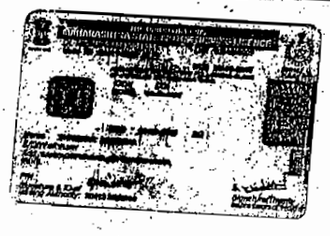
1. Sign
   Name A.F. Shaikh
   Address AP - Thergaon, Chinchwad, Pune.

2. Sign
   Name Shridhar v. Ashtekar
   Address Dhamsa wadi - Pune 411.

मलस-२ ४३४५ ८ ९३ २०१३







मलस-२
३६४/९०/१३
२०१३

मलस-२
३६४/९/१३
२०१३

Summary 1 (Dastgoshwara bhag 1) Page 1 of 1

453/3647
मंगळवार,30 एप्रिल 2013 11:01 म.पू.

दस्त गोषवारा भाग-1 मलसर ९३१९३

दस्त क्रमांक: मलसर /3647/2013

बाजार मुल्य: रु. 00/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह. दु. नि. मलसर यांचे कार्यालयात
अ. क्र. 3647 वर दि.30-04-2013
रोजी 11:05 म.पू. वा. हजर केला.

पावती:3690 पावती दिनांक: 30/04/2013

सादरकरणाऱ्याचे नाव: गोकुळ दिगंबर भगत

नोंदणी फी रु. 100.00
दस्त हाताळणी फी रु. 260.00
पृष्ठांची संख्या: 13 रु. 20.00
एकूण: 380.00

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक
श्रेणी-१, मुळशी-२

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (48-अ) जेव्हा एकाच संव्यवहाराच्या संबंधात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्या-या एकमेव प्रयोजनासाठी किंवा असे एक किंवा अधिक दस्तऐवज निष्पादित केल्याचे कबूल करण्यासाठी कलम असेल तेव्हा

शिक्का क्र. 1 30 / 04 / 2013 11 : 05 : 40 AM पी वेळ: (सादरीकरण)

शिक्का क्र. 2 30 / 04 / 2013 11 : 05 : 54 AM पी वेळ: (फी)

THE SEAL OF THE SUB-REGISTRAR OF दुय्यम निबंधक मुळशी-२ यांचे मुद्रांक MULSHI-2

Summary-2 Page 1 of 2

4532152
30/04/2013 11 03:4[illegible]

मलसर ९३१९३
दस्त क्रमांक:3647/2013

दस्त क्रमांक :मलसर/3647/2013

दस्ताचा प्रकार: कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:[illegible] पुतळे वय:[illegible] पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., [illegible] स्ट्रीक नं: भंगी हाऊस, पुणे, रोड नं: ., [illegible] पॅन नंबर:	पॉवर होल्डर अटॉर्नी होल्डर वय :30 स्वाक्षरी:		
2	नाव:[illegible] पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., [illegible] स्ट्रीक नं: भंगी हाऊस, पुणे, रोड नं: ., [illegible] पॅन नंबर:	पॉवर होल्डर अटॉर्नी होल्डर वय :24 स्वाक्षरी:		
3	नाव:पार्थसिंह आनंदराव [illegible] पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., [illegible] स्ट्रीक नं: भंगी हाऊस, पुणे, रोड नं: ., [illegible] पॅन नंबर:	पॉवर होल्डर अटॉर्नी होल्डर वय :29 स्वाक्षरी:		
4	नाव:करण राजीवकुमार रूनवाल पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., [illegible] स्ट्रीक नं: भंगी हाऊस, पुणे, रोड नं: ., [illegible] पॅन नंबर:	कुलमुखत्यार वय :26 स्वाक्षरी:		

वरील दस्तऐवज करून देणार तथाकथीत कुलमुखत्यारपत्र या दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 पी वेळ:30 / 04 / 2013 11 : 07 : 32 AM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटलेली आहे.

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:राजु दत्तात्रय गोळे वय:32 पत्ता:वडगाव शेरी पुणे, पिन कोड:411014	स्वाक्षरी		
2	नाव:अमित शाह नरसेकर वय:27 पत्ता:मंगळवारपेठ पुणे, पिन कोड:411011	स्वाक्षरी		

शिक्का क्र.4 पी वेळ:30 / 04 / 2013 11 : 08 : 14 AM

शिक्का क्र.5 पी वेळ:30 / 04 / 2013 11 : 08 : 22 AM नोंदणी पुस्तक 4 मध्ये

सह दुय्यम निबंधक
श्रेणी-१, मुळशी-२

THE SEAL OF THE SUB-REGISTRAR OF दुय्यम निबंधक मुळशी-२ यांचे मुद्रांक MULSHI-2

3647 /2013

प्रमाणित करण्यात येते की,
या दस्तामध्ये
एकूण 93 पाने आहेत.

सह दुय्यम निबंधक श्रेणी-१
मुळशी-२

दस्त नंबरचे पुस्तकाचे
3647 नंबरी नोंदला.

सह दुय्यम निबंधक श्रेणी-१
मुळशी-२
दिनांक:-30/4/2013

THE SEAL OF THE SUB-REGISTRAR OF दुय्यम निबंधक मुळशी-२ यांचे मुद्रांक MULSHI-2

http 453/3647 पावती Original/Duplicate
Tuesday,April 30 ,2013 नोंदणी क्र. :39म
11:01 AM Regn.:39M

पावती क्र.: 3690 दिनांक: 30/04/2013

गावाचे नाव: दस्तावाडी
दस्तऐवजाचा अनुक्रमांक: मनसर-3847-2013
दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र
सादर करणाऱ्याचे नाव: गोकुळ दिगंबर भगत

नोंदणी फी रु. 100.00
दस्त हाताळणी फी रु. 280.00
पृष्ठांची संख्या: 13 रु. 20.00
एकूण: रु. 380.00

आपणास हा दस्तऐवज 11:05 AM ला परत मिळेल. आणि सोबत बंधनस्त व CD त्यावी.

सह दुय्यम निबंधक
श्रेणी-१, मुळशी-२

बाजार मुल्य: रु.0 /- मोबदला: रु.0/-
भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-
2) देयकाचा प्रकार: By Cash रक्कम: रु 280/-

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महाराष्ट्र MAHARASHTRA
20 JUL 2012
FN 464286

GENERAL POWER OF ATTORNEY

KNOW TO ALL WHOM THESE PRESENTS SHALL COME We

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(1) **XRBIA DEVELOPERS LIMITED**, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 929, F.C. Road, Mantri House, Pune- 411 004 by the hand of its Authorized Signatory, SHRI. YOGESH NARAYAN NIKAM, Age-30 Years, Occupation- Service

(2) **MR. RAHUL RASIKLAL NAHAR**
Age – 37 Years, Occupation – Business/ Agriculturist,
Residing at :- 150, Mukund Nagar, Pune-411 037.

(3) **MR. RASIKLAL MANIKCHAND NAHAR**
Age – 60 Years, Occupation – Business/ Agriculturist,
Residing at :- 150, Mukund Nagar, Pune-411 037.

Hereinafter referred to or called as "THE EXECUTANTS", (Which expression unless repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, Director, and permitted assignees etc.)

WHEREAS:

A. The Executants herein are seized, owned, possessed and well and sufficiently entitled to the pieces and parcels of land bearing No. S.No.38/2, 38/3, 39, 56 & 57 situated at Village Nere Dattawadi, Taluka: Mulshi, District: Pune which is more particularly described in the First Schedule and subject matter of this Articles of Agreement is more particularly described in second schedule, which is mentioned as sector No.22 to 29 out of the said master plan together with the right of way over 18 meter wide road connecting to the said plots in the sanctioned layout of Special Township situated at Village Nere Dattawadi, Taluka: Mulshi, District: Pune which is hereinafter for the sake of convenience referred to as " THE SUBJECT LAND". The Subject Land is shown in red colour in the attached herewith map.

B. The said Executants have decided to develop the Said Subject Land in Articles of Agreement with **XRBIA NINJEWADI DEVELOPERS PRIVATE LIMITED**, A Company incorporated under the Companies Act 1956 having office at – 929, Mantri House, 1st Floor, F.C.Road, Pune-411 004 through its Director Mr. Shekhar Dattatray Saviskar, Age 40 years, Occ. :- Service.

C. And is in pursuance of that, entered into Articles of Agreement dated 20/7/2012 (Hereinafter referred to as "THE SAID DEVELOPER"). Considering aforesaid Articles of Agreement, the said Developer has authority to construct high rise building/s and develop the said Subject Land and to dispose off the same in favour of ultimate buyer and to complete the aforesaid transactions smoothly and to complete the project on the said Subject Land at the earliest, as per request of the said Developer, we have decided to appoint the Said Developer, authorized to act being Constituted Attorneys to do the following

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acts, deeds, matters and things either jointly or severally in relation to the said Subject Land, being owner of the said Subject Land and hence these present.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT:

Executants do hereby nominate, constitute and appoint XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED, A Company incorporated under the Companies Act 1956 having office at - 929, Mantri House, 1st Floor, F.C.Road, Pune-411 004 through its Director Mr. Shekhar Dattatray Savlekar, Age 40 years, Occ :- Service authorize to act as true and lawful attorney for us and in our name being owner of the said Subject Land one of the party in Articles of Agreement in respect of the said Subject Land, to do or cause to be done all or any of the acts deeds, things and matters that is to say-

1. To construct and develop the said Subject Land in accordance with the terms and conditions of these presents and for that purpose to do each and all necessary acts, deeds for the fulfillment of purpose of the present Articles of Agreement.

2. To do all things, deeds, matters and acts in and to Office of the Competent Authority/Tribunal under any law, Development Controlling Authority, Director of Town Planning, Maharashtra State, M.S.E.D. Co. Ltd., Revenue Authority, Pune Mahanagar Regional Development Authority, office of Central and State Govt. Food and Supply Distribution authority or any other local authority etc. and Industries, Energy and Labour Department of Government of Maharashtra, the courts, including the Supreme Court Of India that is to say-

   a) To appoint engage Project Consultants, Architects, Engineers, Structural Designers, Advocates Solicitors, Chartered Accountants, etc. and all other professionals as the case may be.

   b) To sign and submit proceedings for the Revenue Authority, so also for amalgamation, sub-division plan of the said Subject Land or layout plan for any part thereof and further layout plan of the said Subject Land or any part thereof to the concerned sanctioning authority and obtain proper sanction and to do all acts and things as may required for aforesaid sanctions, orders etc from any Government or Semi-Government Authorities.

   c) To sign and submit all necessary plans, drainage line layout plan, water line layout plan, revised plan/s, record plan/s, renewal etc in respect of the said Subject Land or any part thereof to be constructed on the said Subject Land or any part thereof the respective authority/ies.

   d) To sign and submit all necessary forms, applications, agreements, undertakings, deeds, documents, sworn affidavits, to give oral or documentary evidence

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   e) To obtain all types of order/s, permission/s, water permission/s, electrical connection/s, permissions to obtain cement, steel or any other material from the respective controlling authority, such as generally to obtain all types of permissions, orders, judgments, from the respective offices, or authority or authorities in respect of the said Subject Land.

   f) To file or defend and suit, proceedings in the civil or criminal courts or the Competent Authority, receive services of summons and notices on behalf of us or any of us and also to give any documentary evidence and produce all necessary deeds and documents and papers etc. in the proceedings and obtain all other judgments decree/s etc. from the respective courts.

   g) To settle, compromise any matter/s, suits, appeal/s out of the courts and if required to appoint any arbitrator, or arbitrators and give implementation of the final order or settlement.

   h) To receive any consideration amount, deposit amount, receive refund, if any, and to settle, adjust, deduct or allow all accounts, claims and demands.

   i) For the purpose to get determine ratable value or value under any law of the said Subject Land or the building to be constructed on the said Subject Land and to sign and submit all the applications etc., give oral or documentary evidence and to do all other acts and things connected thereto before the concern authority.

   j) To obtain all permissions, sanctions, no objection certificate etc. under various acts which may be requires from time to time for duly execution and registration of any instruments/s or final conveyance deed/s etc.

   k) To file forms, application, undertaking, indemnity bond, affidavit or deed and documents to open and maintain the bank accounts, fulfill all necessary formalities of the bank and follow all terms and conditions related to the Article of Agreement.

   l) In general to represent us before any Government, Semi-Government Office, Corporations Bodies and all authorities of defense, airport, aviation, forestry, state and central ministry, local authorities etc. for getting the necessary permissions, clearances, no objection certificates, sanctions etc. and for the purpose to sign and submit the forms, applications, affidavits and any other documents etc.

3. To appear before any Co-operative Authority, Appellate Authority and any other authority established under any law from time to

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THE SEAL OF THE SUB-REGISTRAR OF मुळशी-२ MULSHI-2

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time and to sign/submit all the necessary papers, forms, plans, deeds, documents, etc. and lead oral or documentary evidence/s and obtain all types of permission/s, orders and/or sanctions to deposit any amount and/or to get the refund if any.

4. To present us in any office of Central or State Govt. and sign and submit all necessary forms, applications, papers, give oral or documentary evidence have necessary orders including order, For the aforesaid purpose if required in circumstances, file any suit or proceeding against any of us and obtain proper orders and get implemented the orders etc.

5. The constituted Attorney shall have authority to file or defend Civil or Criminal cases and give oral or documentary evidence and obtain all appropriate orders or judgments from various court/s, appropriate authorities, competent authorities, appellate authorities etc. under various laws as the constituted attorney and said Developer may think fit and proper.

6. In terms of the Articles of Agreement executed between us and said Developer, have to deal with the said Subject Land or any part of it or any kind of flats, units, shops, offices, commercial units, buildings, or any type of constructed unit and tenements etc. which are to constructed or carved on the said Subject Land or any part thereof and in pursuance of that, to receive the consideration etc. Also to sign execute necessary Agreements for Sale, Sale Deeds, Lease Deeds, Correction Deeds, Conveyance Deeds, Supplementary Deeds, Conveyance Deeds, Power of Attorney or and other deeds, documents under whatsoever head in respect of said Subject Land or any part there of with respect to buyers, lessee etc. and for that do all such acts, such things, matter to get the document register and to receive consideration for which the said Developer shall have authority and pwr to sign and execute all or any such document on behalf of us

7. To present the documents etc. for registration in the Appriate registering office and admit the execution and signees or execute the document on our behalf and admit the rept of payment of considerations and to do all acts and things such are necessary for duly execution and registration of oresaid documents for the complete the transaction in all aspect

8. To hand over the possession of the said Subject Land or part thereof to the buyers, lessee, etc. in terms of the transaction as hereinabove written and in pursuance there to ocute any instrument being Supplementary Agreement with possession, Possession Agreement, Conveyance Deed or any instrument being final transfer of subject land or part thereof etc. all further to handover the possession of area under road, open site, amenity space, electrical substation, and transformer etc. to concerned authorities and by executing these orent authorise said Developer being our constituted attorneyshall have authority and powers to sign and execute all any such document.

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9. To sign and execute any deeds, documents, Deed of Assignment, Lease Deed, Surrender Deed, Sale Deed/s or Agreements, leasehold rights in respect of the said Subject Land and/or to execute conveyance deed and convey the said Subject Land being free hold or leasehold with or without building in favour of the such society which is to be formed of flat holders which are to be carved on the said Subject Land or any part thereof and do all other things whatever required for aforesaid transfer and for that, by executing these present, we authorize to said Developer being our constituted attorney shall have authority and powers to sign and execute all or any such document on behalf of us.

10. To execute any forms, application, declaration, affidavits, deeds, documents to form a Co-operative Housing Society under Maharashtra Co-Operative Societies Act, 1960 & to execute all applications, deeds, documents as may require under various acts and rules including under the provisions of Maharashtra Co-Operative Societies Act 1960 and rules made there under.

11. To execute required deeds, documents, declarations, affidavits, as contemplated under the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Maharashtra Apartments Ownership Act, 1970 and rules framed there under.

12. To appoint any substitute or substitutes and at pleasure to remove and appoint another Attorney with all or any limited powers provided authorities granted to the Constituted Attorney in pursuance of these present should not exceed and should be within frame of law. In pursuance of these presents if Constituted Attorney/ies are appointed and they shall be entitled to use the authority as their convenience and the act commenced by one Constituted Attorney may be completed by another Constituted Attorney.

13. For aforesaid purpose subject to the restriction imposed in this present, in general to do all acts, deed, matters and things, sign all plans, swear affidavits, deed, documents, etc. and submit the same to the respective authority/ies and obtain necessary permission/s, sanction/s, order/s etc.

14. We for ourselves and for our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm whatsoever the said attorney or any substitute or substitutes acting under him shall do or purport to do by virtue of these presents.

15. Revocation of this Power of Attorney shall be effected by executing revocation deed being declaration signed and registered by us or revocation deed signed by this Power of Attorney executants and constituted attorney/ies, till such instrument as the case may be, does not come before person or authority who on relying upon this Power of Attorney, such person or authority

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shall presume this Power of Attorney is in existence and enforceable in law in all respect.

16. This Power of Attorney is executed by the undersigned executants in pursuance of Agreement dated 2-01-12 this instrument attract stamp of Rs. 100/- and accordingly the same is paid herewith.

THE FIRST SCHEDULE ABOVE REFERRED TO

The contiguous block of land admeasuring Hectares 58 = 43.35 Ares formed of all those pieces and parcels of lands admeasuring Hectares 01 = 70 Ares bearing Survey Number 38/2, Hectares 04 = 29 Ares out of the land admeasuring Hectares 04 = 29.5 Ares bearing Survey Number 38/3, Hectares 08 = 05.35 Ares out of the land admeasuring Hectares 08 = 07 Ares bearing Survey Number 39, Hectares 38 = 09 Ares out of the land admeasuring Hectares 60 = 62 Ares bearing Survey Number 56 and Hectares 06 = 20 Ares bearing Survey Numbers 57 situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayet of Village Dattawadi and falling in the 'Agricultural ' Zone under the Regional Plan for Pune Metropolitan Region currently in force and the same is bounded as follows;

On or towards the East:	Survey No.56 (P)
On or towards the South:	Village boundary of Man.
On or towards the West:	Village boundary of Kasarsai & S.No.52 (P), S.No.38 (P), S.No.34 & S.No.31
On or towards the North:	S.No.58,36,3740 & 42.

THE SECOND SCHEDULE ABOVE REFERRED TO

I) The sub-divided Plot admeasuring 6625.88 Sqmtrs. bearing Number R – 22 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

II) The sub-divided Plot admeasuring 7117.29 sq meters bearing Number R – 23 out of the sanctioned Layout of the said Larger

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THE SEAL OF THE SUB-REGISTRAR मुख्य निबंधक मुळशी-२ MULSHI-2

Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

III) The sub-divided Plot admeasuring 10672.70 sq meters bearing Number R – 24 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

IV) The sub-divided Plot admeasuring 14007.50 sq meters bearing Number R – 25 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

V) The sub-divided Plot admeasuring 11182.40 sq meters bearing Number R – 26 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VI) The sub-divided Plot admeasuring 13479.10 sq meters bearing Number R – 27 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VII) The sub-divided Plot admeasuring 6600.94 sq meters bearing Number R – 28 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

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VIII) The sub-divided Plot admeasuring 38123.43 sq meters bearing Number R – 29 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi out of the said master plan together with the right of way over 18 meter wide road connecting to the said plots R- 22 to R-29.

IN WITNESS WHEREOF EXECUTANTS HAVE HERETO SET AND HANDS AND SEALS ON THE THIS 20th DAY OF January 2012 PUNE.

SIGNED SEALED AND DELIVERED
by the "EXECUTANTS"

1) XROIA DEVELOPERS LIMITED
(Previously known as Elffal Developers & Resiters Ltd.,)
through its Authorised Signatory
SHRI. YOGESH NARAYAN NIKAM

2) MR. RAHUL RASIKLAL NAHAR

3) MR. RASIKLAL MANIKCHAND NAHAR

We accept the powers and authorities conferred upon us by virtue of these presents

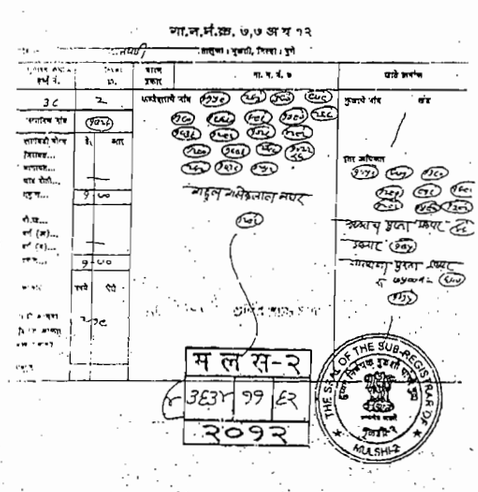
XROIA HINJEWADI DEVELOPERS PRIVATE LIMITED
through its Director
MR. SHEKHAR DATTATRAY SAVLEKAR

Witness:

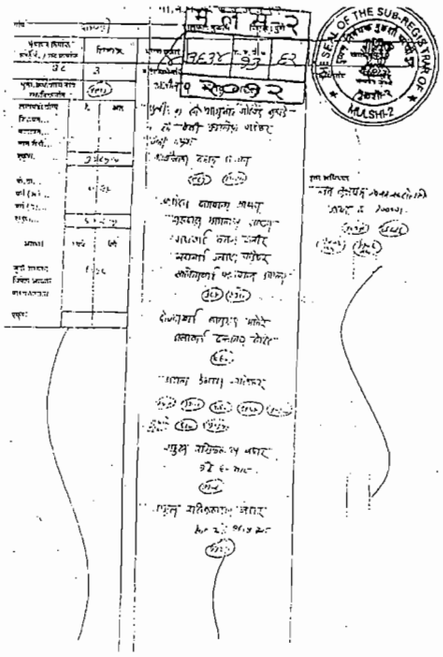
1. Sign
Name Shrikant Prabhakar
Address Dhanlaxmi, Pune-28

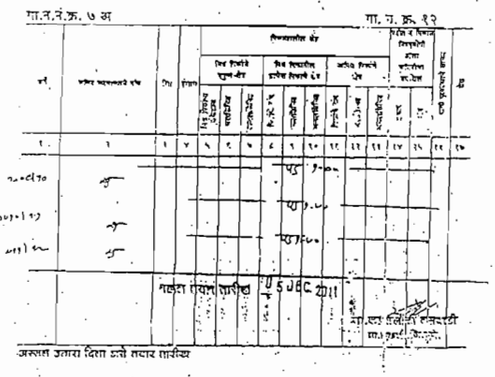
2. Sign
Name H.R. Shaikh
Address Thergaon, Pune

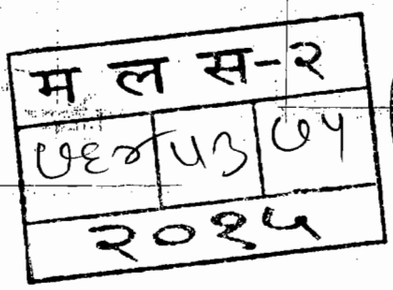
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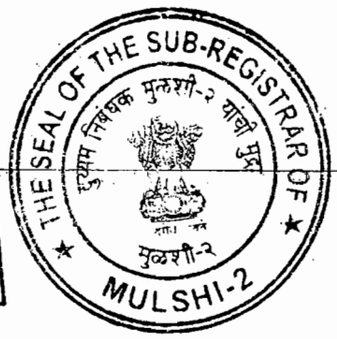


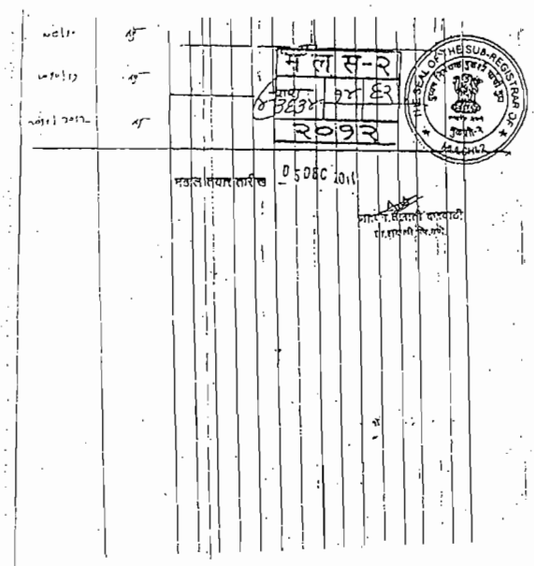

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THE SEAL OF THE SUB-REGISTRAR OF
मुळशी-२
MULSHI-2

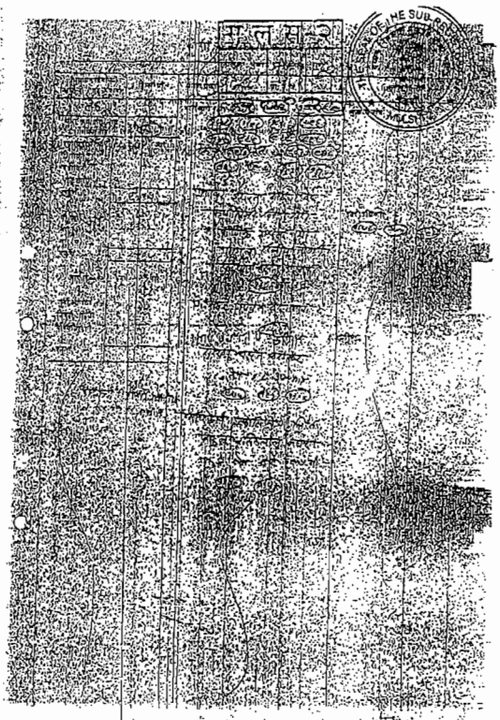

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THE SEAL OF THE SUB-REGISTRAR OF
MULSHI-2

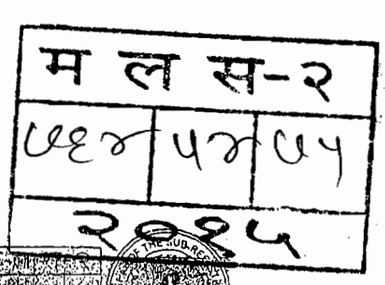

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मा. न. क्र. १२
नक्कल तयार तारीख 05 DEC 2011

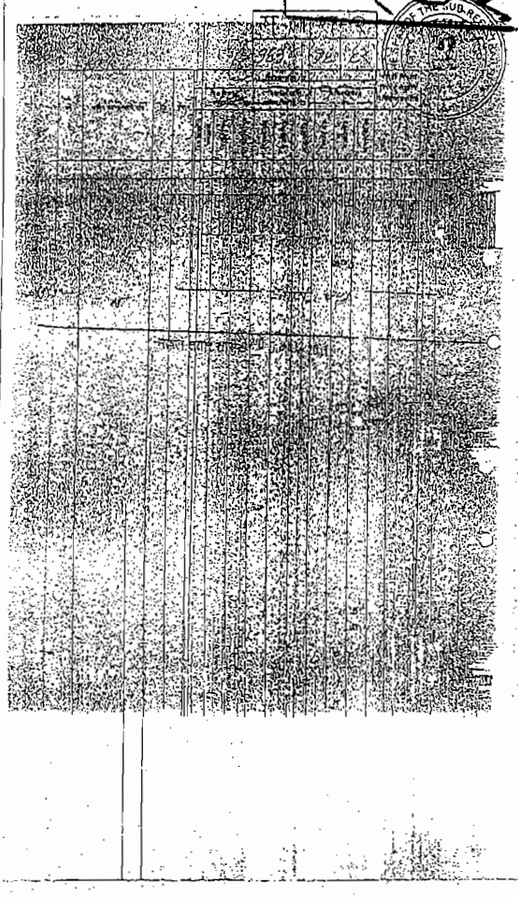

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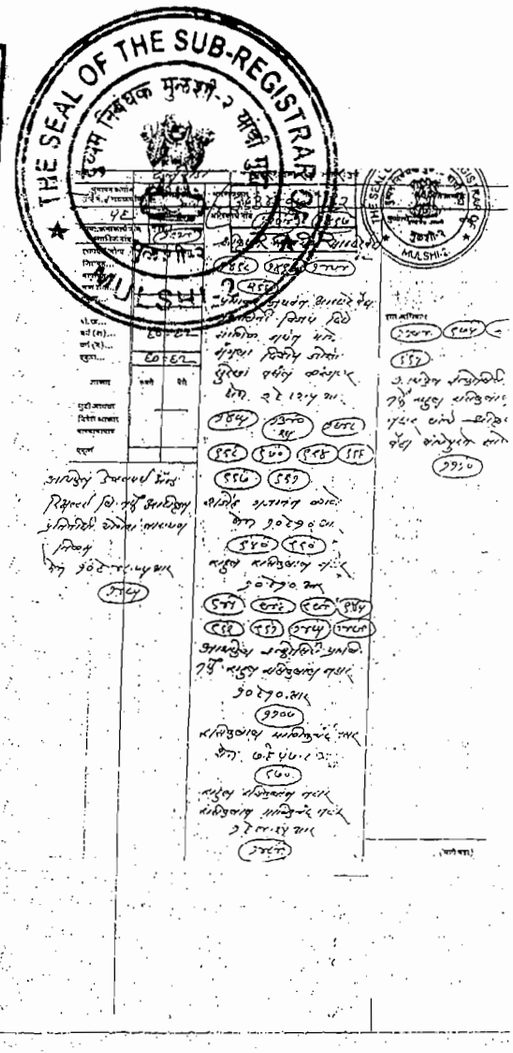

THE SEAL OF THE SUB-REGISTRAR OF
दुय्यम निबंधक मुळशी-२ यांची मुद्रा
मुळशी-२
MULSHI-2

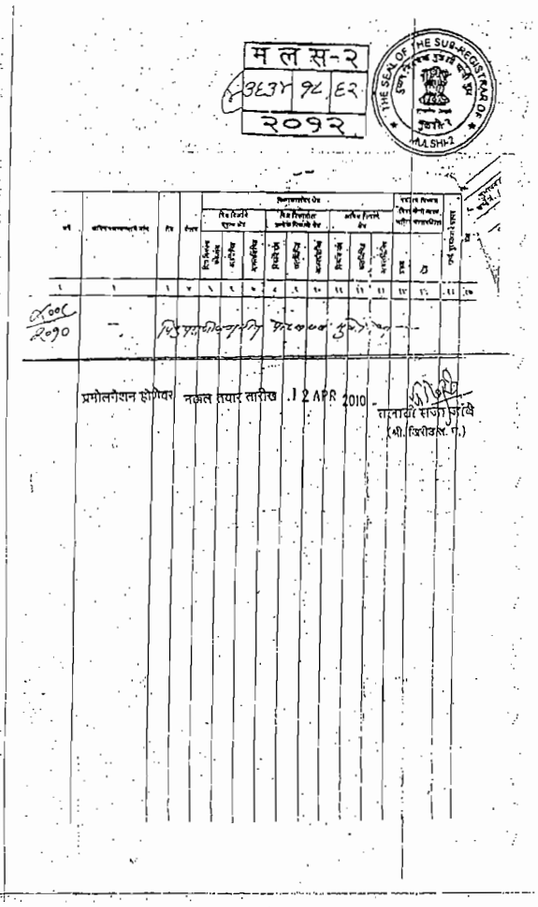

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THE SEAL OF THE SUB-REGISTRAR OF
MULSHI-2
नक्कल तयार तारीख 05 DEC 2011

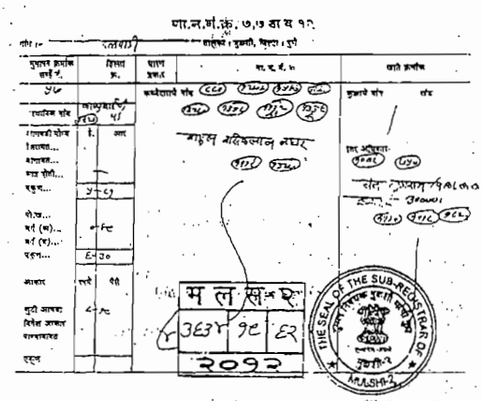

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THE SEAL OF THE SUB-REGISTRAR OF


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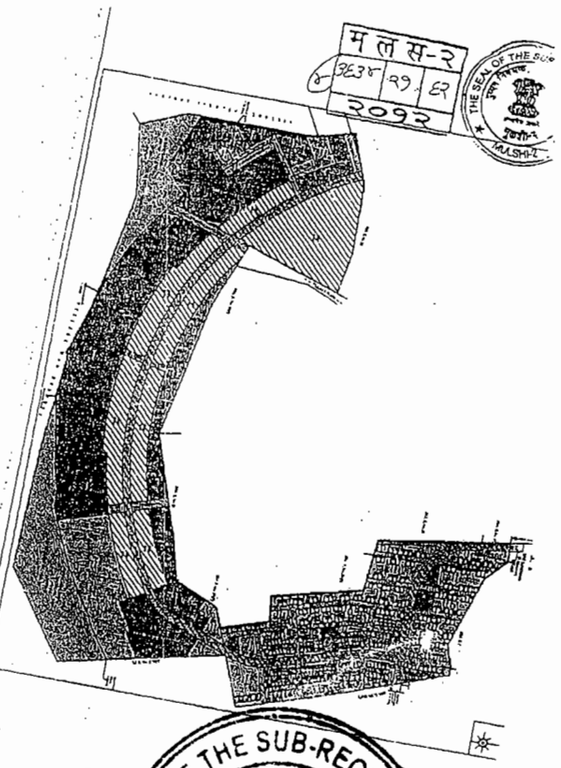



THE SEAL OF THE SUB-REGISTRAR
MULSHI-2


म ल स-२
३६३४ | ९८ | ६२
२०१२
THE SEAL OF THE SUB-REGISTRAR
MULSHI-2


म ल स-२
३६३४ | ९८ | ६२
२०१२
THE SEAL OF THE SUB-REGISTRAR
MULSHI-2

म ल स-२
३६३४/२०/६२
२०१२



म ल स-२
३६३४/२९/६२
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गा.न.नं.क्र. ७ अ

गा. न. क्र. ३२

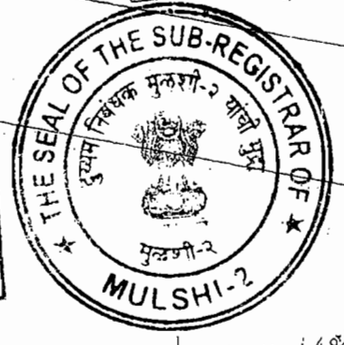
क्रमांक	भोगवटादाराचे नांव	शिल्लक	दिनांक	निवडणुकीस योग्य											
				दिनांक ३१/८/२००१ रोजीच्या खातेदारांच्या यादीप्रमाणे			दि. ३१/८/२००१ रोजी ६० वर्षे पूर्ण झालेले खातेदार			कलम ३५ व ३५(अ) नुसार निवडणुकीस पात्र असलेले खातेदार				
				पुरुष	स्त्री	अन्य	पुरुष	स्त्री	अन्य	पुरुष	स्त्री	अन्य	एकूण	शेरा
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
५८७	"														
५८७/१	"														
	"														

तहसील तलाठी मुळशी 05 DEC 2011

गा.न. अधिकारी मुळशी

अखेरचा उतारा दिला असे तयार तारीख

म ल स-२
७६४/५५/७५
२०१५



म ल स-२
३६३४/२२/६२
२०१२



किंमत : रुपये ३०.००

महाराष्ट्र शासन राजपत्र

प्राधिकृत प्रकाशन

क्रमांक ३१] गुरुवार, दिनांक ३१ जुलै २००८ : श्रावण ९, शके १९३०

स्वतंत्र संकलन क्रमांक असलेल्या या भागाला देण्यात येणारे पृष्ठ क्रमांक दिले आहेत

भाग एक—पुणे विभागीय पुरवणी

अनुक्रमणिका

	पृष्ठे
भाग एक-सर्वसाधारण अधिसूचना, नेमणुका, पदोन्नती, अनुपस्थितीची रजा. (भाग एक-अ, भाग-ब, भाग-क व भाग-ड यामध्ये प्रसिद्ध झालेल्या आदेश तसे अधिसूचना वगळून पुणे विभागाशी संबंधित आदेश - नियम व आदेश.)	२५५३-२५५७
सर्वसाधारण अधिसूचना, नेमणुका, पदोन्नती, इत्यादी पुणे विभागाशी संबंधित असलेले.	२५५७-२५८०
भाग एक-अ (भाग १-ए यामधे प्रसिद्ध झालेल्या आदेश वगळून तसे अधिसूचना वगळून) केवळ पुणे विभागाशी संबंधित असलेले महाराष्ट्र नियम पत्रिकेचा १ दंडसंहिता, फौजदारी, न्यायपालिका, प्रशासन नियम व स्थानिक निधी संस्थांसंबंधित अधिनियम या मध्ये सामान्यता आलेले बदलांस व अधिसूचना.	पृष्ठ --

शासकीय अधिसूचना, नेमणुका, पदोन्नती, इत्यादी

१

URBAN DEVELOPMENT DEPARTMENT

Mantralaya, Mumbai-400 032
dated 8th July 2008

Maharashtra Regional and Town Planning Act, 1966

No. TPS-1807/99/CR-713/07/UD-13.—Whereas, the Government in Urban Development Department *vide* its Notification No. TPS-1895/227/CR-26/1995/UD-13, dated 25th November 1997 has sanctioned the Regional Plan for Pune District (hereinafter referred to as "the said Regional Plan") under Section 15 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the said Act") and the said Regional Plan has been came into force with effect from 10th February 1998;

and whereas, as per provisions of Section 20 of the said Act, the Rules for Special Townships have been sanctioned *vide* Notification No. TPS-1804/Pune/RP/DCR/UD-13, dated 16th November, 2005 and addendum No. TPS-1804/Pune/RP/DCR/UD-13, dated 6th January 2006 (hereinafter referred to as "the said Rules");

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भाग १-३२१

२५५४ महाराष्ट्र शासन राजपत्र, ३१ जुलै २००८ : श्रावण ९, भाग १ [पुणे

and whereas, Government is empowered to notify the Special Township Project as per the provisions of the Section 18 *(3)* of the said Act;

and whereas, Eiffel Infocity Pvt. Ltd., Pune through its Director R. Nahal, applied to the Government: Locational Clearance to the Proposed Special Township Project at Villages Dahisar, Kasar taluka Mulshi, district Pune ;

and whereas, Eiffel Infocity Pvt. Ltd., Pune, have entered into Development Agreement/Power Attorney Sale-Deed with owners of the 01.20 hectares land under the Proposed Special Township Project and has submitted and affidavit to the effect that Development Rights have been acquired and possession of the land is with company ;

and whereas, the Environment Department and Irrigation Department has given NOC for the Special Township Project on certain conditions ;

and whereas, Government is empowered to notify the Special Township Project as per the provisions of the Section 18 *(3)* of the said Act ;

and whereas, after consulting the Director of Town Planning, Pune, Maharashtra State, the Government is of the opinion that the Proposed Special Township Project submitted by Eiffel Infocity Pvt. Ltd., Pune is as per the provisions of the Development Control Rules for the Special Townships.

Now, therefore, in exercise to the powers conferred under Section 18 *(3)* of the said Act, Government hereby notifies the Special Township Projects submitted by Eiffel Infocity Pvt. Ltd., Pune as notified Special Township Project, subject to the following conditions.—

(A) The Reservations of Public Purpose and Basic Amenities for the population to be accommodated within this Special Township shall be shown in the project and shall also be implemented and developed by the Developers at his own cost.

(B) Permission for Environmental Department of Government of India as envisaged in Environment Impact Assessment Notification, dated 14th September 2006 shall be obtained before issue of letter of Intent.

(C) Conditions mentioned in Irrigation Department's Letter No. Sanlkm-1007/(114/2007)/ : a (1- dated 28th June 2007 shall be binding on the Developer.

(D) Developer shall make suitable arrangements for disposal of Solid Waste and shall be abided by provisions of Act and Rules in that behalf.

(E) Developer shall provide minimum 12 mtrs. wide accesses to the lands which are surrounded by the lands under Special Township.

(F) Drinking water facility for township shall be made by the Developer at his own cost.

(G) Public road and other public rights in the lands under project shall be kept intact.

Note.—(1) Details of the lands under the Notified Special Township Project are given in annexure 'A' appended herewith and plan showing the boundaries of the Special Township Project is given in annexure 'B' appended herewith.

(2) Details of land and plan *i. e.* annexure 'A' and 'B' shall be available for the inspection of the general public during office hours on all working days at the following offices.—

(i) The Deputy Director of Town Planning, Pune Division, S. No. 74/2, Sahakarnagar, above Bank of Maharashtra, Pune-411 009.

(ii) The Collector of Pune.

(iii) The Assistant Director of Town Planning, Pune Branch, 293, Narayan Peth, Pune-411 030.

(3) This notification is also published on Government web site at www.urban.maharashtra.gov.in

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

...भाग (पुणे विभाग) महाराष्ट्र शासन राजपत्र, २१ जुलै २०१८/ श्रावण ९, शके १९४० [२५५७]

Annexure "A"

(Accompaniment to Government Notification No. TPS-1807/CR-13/18-UD-13)

Details of lands under Notification for Development Plan for Pune Regional Plan Area of Dattawadi and Kasarsai, Taluka Mulshi, District Pune

Sr. No.	Village	Survey No.		Area
1	2			3
				(Hect.)
1	Dattawadi	55	..	06.09
2	Dattawadi	39	..	6.07
3	Dattawadi	36	..	12.67
4	Dattawadi	38/2	..	1.70
5	Dattawadi	38/3	..	4.29
6	Dattawadi	57	..	0.30
7	Kasarsai	53	..	1.585
8	Kasarsai	54	..	7.615
9	Kasarsai	52	..	0.90
		Grand Total ..		81.20

By order and in the name of the Governor of Maharashtra,

NANDKISHOR PATIL,
Under Secretary to Government.

प्रादेशिक योजना-पुणे

आयकॉन इन्फ्रो सिटी प्रा. लि., यांना दत्तवाडी आणि कासारसाई येथील प्रस्तावित विशेषतापर वसाहत प्रकल्प महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६ चे कलम ५८ (३) अन्वये अधिसूचित करण्याबाबत....

नगरविकास विभाग
मंत्रालय, मुंबई-४०० ०३२
दिनांक ८ जुलै २०१८

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६

क्रमांक टीपीएस-१८०७/१३/प्र. क्र. ७१३/२००७/नवि-१३.--ज्याअर्थी, पुणे जिल्ह्यासाठी प्रादेशिक योजना (यापुढे "पुणे प्रादेशिक योजना" असे उल्लेखिलेली) महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६ (यापुढे "उक्त अधिनियम" असे संबोधिलेली) चे कलम-२५ नुसार शासनाच्या नगरविकास विभागाची अधिसूचना क्रमांक टीपीएस/१२०७/प्र. क्र. २८/१५/नवि-१३, दिनांक २५ नोव्हेंबर १९९७ द्वारे मंजूर झाली असून उक्त प्रादेशिक योजना दिनांक १० डिसेंबर १९९८ पासून अमलात आली आहे ;

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1363 | 28 | 62
2012

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

...भाग (पुणे विभाग) महाराष्ट्र शासन राजपत्र, ३१ जुलै २०१८/ श्रावण ९, शके १९४० [२५५८]

(शासन सूचना क्रमांक टीपीएस-१८०७/१३/प्र. क्र. ७१३/२००७/नवि-१३, दिनांक ... रचना)

आयकॉन इन्फ्रो सिटी प्रा. लि. यांना दत्तवाडी आणि कासारसाई, जिल्हा पुणे येथील प्रस्तावित विशेष नगर वसाहत प्रकल्पासाठीच्या अधिसूचित जमिनीचा तपशील.

अ. क्र.	गाव	सर्वे नंबर	क्षेत्र
१	२	३	४
			(हे. सी.)
१	दत्तवाडी	५६	१८.०९
२	दत्तवाडी	३९	८.०७
३	दत्तवाडी	३६	१२.६७
४	दत्तवाडी	३८/२	१.७०
५	दत्तवाडी	३८/३	४.२९
६	दत्तवाडी	५७	०.३०
७	कासारसाई	५३	१.५८५
८	कासारसाई	५४	७.६१५
९	कासारसाई	५२	०.९०
		एकूण ..	८१.२०

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

नंदकिशोर पाटील,
अवर सचिव, महाराष्ट्र शासन.

संकीर्ण अधिसूचना, नेमणुका, पदोन्नती इत्यादी

अपर आयुक्त यांजकडून

निविदा सूचना

जाहीर भूसं/आरआर-३/एसआर-१५/२००८.—ज्याअर्थी, उपविभागीय अधिकारी, खानापूर उपविभाग, विटा यांनी त्यांची, अधिसूचना क्रमांक एसटब्ल्यू/एसआर-२८९/०७, दिनांक २७ डिसेंबर २००७ द्वारे असे अधिसूचित केले होते की, या सोबतच्या अनुसूचीमध्ये दिला तपशील सदर करण्यात आला आहे अशी जमीन (यात यापुढे जिचा निर्देश 'उक्त जमीन' असा करण्यात आला आहे) ही महाराष्ट्र शासन प्रदूषण मंडळाच्या अधिसूचना क्रमांक एसएसआर-२८९/०७, दिनांक २७ डिसेंबर २००७ द्वारे असे अधिसूचित केले होते की, या सोबतच्या अनुसूचीमध्ये दिला तपशील सदर करण्यात आला आहे अशी जमीन (यात यापुढे जिचा निर्देश 'उक्त जमीन' असा करण्यात आला आहे) उक्त अनुसूचीच्या विनिर्दिष्ट रकान्यात नमूद केलेल्या प्रयोजनासाठी (यात यापुढे ज्याचा निर्देश 'उक्त सार्वजनिक प्रयोजन' असा करण्यात आला आहे) आवश्यक होती किंवा आवश्यक असल्याचा संभव होता;

आणि ज्याअर्थी, भूमि संपादन (सुधारित) अधिनियम, १९८४ (यात यापुढे ज्याचा निर्देश 'संपादन अधिनियम' असा करण्यात आला आहे) हा महाराष्ट्र शासन प्रदूषण मंडळाच्या कलम ५-अ, पोट-कलम (२) अन्वये अवलोन घाटनिर्देशास सक्षम असलेला प्राधिकाऱ्याचा अहवाल

७५५८ महाराष्ट्र शासन राजपत्र, ३१ जुलै २०१८/ श्रावण ९, शके १९४० [भाग १ क

विस्तरात पेशाव्यानंतर पुणे विभागाच्या अपर आयुक्तांची अशी खात्री आलेली आहे की, उक्त जमीन सार्वजनिक प्रयोजनासाठी महाराष्ट्र राज्य सरकारच्या मालकीची संपादन करणेची आवश्यकता आहे.

त्याअर्थी, आता संपादन अधिनियमाच्या कलम ६ च्या उपबंधान्वये याद्वारे असे घोषित करण्यात येत आहे की, उक्त जमीन उक्त सार्वजनिक प्रयोजनासाठी आवश्यक आहे. उक्त जमिनीच्या संबंधात यापुढे जारी करावयाच्या सर्व कार्यवाहीच्याबाबतीत जिल्हाधिकाऱ्यांची कामे पार पाडण्याकरिता संपादन अधिनियमाच्या कलम ३, खंड (ग) अन्वये यापूर्वी उपविभागीय अधिकारी, खानापूर उपविभाग, विटा यांची नेमणूक करण्यात येत आहे. त्याशिवायही त्याला, त्यायं उक्त जमिनीच्या संबंधातील संपादनाची कार्यवाही या प्रयोजनासाठी आवश्यक त्या सर्व व्यवस्था करणे सुद्धा जरूरी असे निर्देश देण्यात येत आहेत.

उक्त जमिनीच्या संबंधात उपविभागीय अधिकारी, खानापूर उपविभाग, विटा यांचे कार्यालयात पंक्षेत पाहण्याकरिता उपलब्ध आहे.

अनुसूची

निवडा सांगली, तालुका खानापूर, मौजे विटा

गट क्रमांक	आकारण जमिनीचे क्षेत्र	दिशा
१	२	३
	हे. आर	
५१२/१/१ पैकी	० ०१.६७	भ. न. ५१२/१ मौजे दहिवडी-लक्षीत रस्ता लगतचे क्षेत्र.

त्यासाठी जमीन आवश्यक आहे ते प्रयोजन.—विटा शहर पाणीपुरवठा योजना इत्या क्रमांक २..

आर. एन. जोशी,
अपर आयुक्त,
पुणे विभाग, पुणे.

पुणे, ३ जुलै २००८.

क्रमांक भूसं/आरआर-३/एसआर-१५/२००८.—ज्याअर्थी, उपविभागीय अधिकारी, खानापूर उपविभाग, विटा यांनी त्यांची, अधिसूचना क्रमांक एसटब्ल्यू/एसआर-२८९/०७, दिनांक २७ डिसेंबर २००७ द्वारे असे अधिसूचित केले होते की, या सोबतच्या अनुसूचीमध्ये दिला तपशील सदर करण्यात आला आहे अशी जमीन (यात यापुढे जिचा निर्देश 'उक्त जमीन' असा करण्यात आला आहे) उक्त अनुसूचीच्या विनिर्दिष्ट रकान्यात नमूद केलेल्या प्रयोजनासाठी (यात यापुढे ज्याचा निर्देश 'उक्त सार्वजनिक प्रयोजन' असा करण्यात आला आहे) आवश्यक होती किंवा आवश्यक असल्याचा संभव होता;

आणि ज्याअर्थी, भूमि संपादन (सुधारित) अधिनियम, १९८४ (यात यापुढे ज्याचा निर्देश 'संपादन अधिनियम' असा करण्यात आला आहे) हा महाराष्ट्र शासन प्रदूषण मंडळाच्या कलम ५-अ, पोट-कलम (२) अन्वये अहवाल पाठविण्यास सक्षम असलेला प्राधिकाऱ्याचा अहवाल

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

...भाग १ क] महाराष्ट्र शासन राजपत्र, ३१ जुलै २०१८/ श्रावण ९, शके १९४० ७५५७

आणि ज्याअर्थी, उक्त अधिनियमाचे कलम २० नुसार शासनाच्या अधिसूचना क्रमांक टीपीएस-१८०७/प्र.क्र. ७१३/२००७/नवि-१३, दिनांक १९ ऑक्टोबर २०१७ द्वारे प्रादेशिक योजनेचे विनियम (यापुढे "उक्त विनियम" म्हणून उल्लेखिलेले) मंजूर केले आ

आणि ज्याअर्थी, उक्त अधिनियमाचे कलम ५८ (१) नुसार विशेष नगर वसाहत प्रकल्प अधिसूचित करण्याबाबत आयकॉन इन्फ्रो

अशी ज्याअर्थी, आयकॉन इन्फ्रोटेक प्रा. लि., पुणे यांनी प्रस्तावित मौजे दत्तवाडी आणि कासारसाई, जिल्हा पुणे येथे प्रस्तावित विशेष नगर वसाहत प्रकल्पास लोकेशनल क्लीअरन्स मिळावेबाबत विनंती अर्ज सादर केला आहे :

आणि ज्याअर्थी, आयकॉन इन्फ्रोसिटी प्रा. लि., पुणे यांनी प्रस्तावित विशेष नगर वसाहत प्रकल्पाबाबतील ८१.२० हेक्टर जमिनीचा भूधारणेचा प्रकार फेरफार केला आहे आणि जमिनीचे विकासन इतका तसेच सोबत जोडलेल्या असल्याचे प्रतिज्ञापत्र सादर केले आहे ;

आणि ज्याअर्थी, आयकॉन इन्फ्रोसिटी प्रा. लि., पुणे यांचे: विशेष नगर वसाहत प्रकल्पासाठी पर्यावरण विभाग आणि पाट विभागाने त्याही अटींवर ना हरकत प्रमाणपत्र दिले आहे ;

आणि ज्याअर्थी, संचालक, नगररचना, महाराष्ट्र राज्य, पुणे यांनी सादरकर्तेस फेरफारांवर आणि आवश्यक ती ई फेरबदलांवर आयकॉन इन्फ्रोसिटी प्रा. लि., पुणे यांनी सादर केलेला विशेष नगर वसाहती प्रकल्पाबाबतचा प्रस्ताव विचारात घेऊन नियमानुसार आहे आणि सदर प्रस्ताव उक्त अधिनियमाचे कलम ५८ (३) अन्वये अधिसूचित करण्यास योग्य असे शासनाचे ठाम झाले आहे :

त्याअर्थी, उक्त अधिनियमाचे कलम ५८ (३) नुसार शासनाकडे असलेल्या अधिकाराचा वापर करून आयकॉन इन्फ्रो प्रा. लि., पुणे यांनी सादर केलेल्या विशेष नगर वसाहत प्रकल्पास अधिसूचित विशेष नगर वसाहत प्रकल्प म्हणून पुढील ८ अधिसूचित करीत आहे.

अटी

(अ) या विशेष नगर वसाहतीमध्ये सार्वजनिक हेतूंच्या सोयसुविधांसाठी आरक्षण असलेली जमीन आणि मूलभूत सुविधा यासाठी त्यांच्या प्रस्तावामध्ये स्वतंत्र आराखडे/प्रस्ताव दर्शवून ही विकसनाचे स्वखर्चाने विकसित करणे

(ब) भारत सरकारच्या पर्यावरण विभागाची Environmental Impact Assessment अधिसूचना, दिनांक १४ स २००६ नुसार स्वतंत्रपणे पर्यावरण विभागाची अनुमती Letter of Intent च्या आधी प्राप्त करून घेणे आवश्यक राहील.

(क) पाटबंधारे विभागाच्या ना हरकत पत्रातील अटी बंधनकारक राहतील.

(ड) विकासकाने प्रस्तावामुळे निर्माण होणाऱ्या दैनंदिन घनकचऱ्याची व सांडपाण्याची विल्हेवाटीसाठी लोक अदालतीनी स्वतः जबाबदारीवर आणि महाराष्ट्र प्रदूषण नियंत्रण मंडळाच्या निकषांप्रमाणे तसेच स्थानिकीच्या अधिनियमातील तरतुदी व विनंतीनुसार करणे आवश्यक राहील.

(ई) विशेष नगर वसाहतीच्या क्षेत्राने येऊनेच्या अन्य उपयोगासाठीच्या जेवा शासकीय अधिसूचनेसाठी ५२ मीटर रुंदी योजनांनी निकासकारे उपलब्ध करून देणे आवश्यक राहील.

(फ) विशेष नगर वसाहतीसाठी विनंतीच्या तात्काही सुविधा निरनिराळी स्वतंत्रपणे उपलब्ध करावी.

(ग) प्रकल्प क्षेत्रातील जमिनीवरून जाणारी सार्वजनिक रस्ते अथवा इतर हक्क अबाधित ठेवण्यात यावेत.

टीप.—अधिसूचित विशेष नगर वसाहत प्रकल्पासंबंधात जमिनीचा तपशील दर्शक नकाशा सदर अधिसूचनेचा भाग 'अ' मध्ये दिलेला आहे आणि अधिसूचित विशेष नगर वसाहतीच्या हद्दी दर्शविणारा नकाशा सोबतच्या प्रपत्र 'ब' मध्ये दिला आहे.

सदर मंजूर केलेल्याची अधिसूचना शासनाचे वेबसाईट www.urban.maharashtra.gov.in या वेबसाईट उपलब्ध आहे.

म ल स-२
३६३४ | २८ | ६२
२०१२

म ल स-२
३६३४ | २९ | ६२

म ल स-२
३६३४ | ३० | ६२

म ल स-२
७९५ | ५७ | ७५
२०१५

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2
दुय्यम निबंधक मुळशी-२ वाकी पुत्र
मुळशी-२

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2
दुय्यम निबंधक मुळशी-२
मुळशी-२

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2
दुय्यम निबंधक मुळशी-२
मुळशी-२

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2
दुय्यम निबंधक मुळशी-२
मुळशी-२

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2
दुय्यम निबंधक मुळशी-२
मुळशी-२

म ल स-२
७६४/५८/७५
२०१२

GOVERNMENT OF MAHARASHTRA
Urban Development Department,
Mantralaya, Mumbai 400 032.

CORRIGENDUM
Date – 27.04.2009

No. TPS-1807/99/CR-713/07/UD-13

Maharashtra Regional & Town Planing Act 1996

In the Government in Urban Development Department Notification No. TPS-1807/99/CR-713/07/UD-13 dated 8th July, 2008 published in MGG dated 31st July 2008 at page No.2553 to 2557, correction shall be made as follows :

	In Place of	Read
	Survey No.	Survey No.
Page No.2555 Annexure A Column No.3	36	36(p6
	39	39
	36	36(p9
	38/2	38/2
	38/3	33/3
	57	57
	53	53(p9
	54	54(p9
	52	52(p9

By order and in the name of the Governor of Maharashtra.

(V. M. Raunde)
Under Secretary to Government

Corrigendum-05

THE SEAL OF THE SUB-REGISTRAR OF मुख्य निबंधक मुळशी-२ MULSHI-2

म ल स-२
३६४/३८/८२
२०१२

THE SEAL OF THE SUB-REGISTRAR OF मुख्य निबंधक मुळशी-२ MULSHI-2

पारीसिक पेपर्स
ओरफेल इन्फ्रा सिटी प्रा.लि.
यांचा दतवाडी आणि वारारराई
पेथील प्रस्तावित विशेषनगर वसाहत
प्रकल्प म.प्रा. व न.र.अधिनियम
१९६६ चे कलम १८(३) अन्वये अभिसूचित
करण्याबाबत शुध्दीपत्रक.

महाराष्ट्र शासन
नगर विकास विभाग,
मंत्रालय, मुंबई - ४०० ०३२
शासन निर्णय क्रमांक-टिपीएस-१८०७/९९/प्र.क्र.७१३/०७/नवि-१३
दिनांक :- २७.०४.२००९

शासन निर्णय :- सोबतची शासकिय शुध्दीपत्रक महाराष्ट्र शासन राजपत्रामध्ये प्रसिद्ध करावे.

महाराष्ट्राचे राज्यपाल यांचे आदेशानुसार व नावाने,

(वि.म. रानडे)
अवर सचिव, महाराष्ट्र शासन.

प्रति,
विभागीय आयुक्त, पुणे विभाग, पुणे.
संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे.
जिल्हाधिकारी, पुणे.
उपसंचालक नगर रचना, पुणे विभाग, पुणे.
सहायक संचालक नगर रचना, पुणे शाखा, पुणे.
व्यवस्थापक, येरवडा कारागृह मुद्रणालय, पुणे.

(त्यांना विनंती करण्यात येते की, सोबतचे शासकीय शुध्दीपत्रक महाराष्ट्र शासनाच्या राजपत्राच्या भाग-१, पुणे विभाग, पुणे पुरवणी भाग-१ मध्ये प्रसिद्ध करून तयाच्या प्रत्येकी ५ प्रती या विभागास, संचालक नगर रचना, महाराष्ट्र राज्य, पुणे, जिल्हाधिकारी, पुणे, उपसंचालक नगर रचना, पुणे विभाग, पुणे, सहायक संचालक नगर रचना, पुणे शाखा, पुणे यांना पाठवाव्यात)
सहा अधिकारी (नवि-२७), नगर विकास विभाग, मंत्रालय, मुंबई.

त्यांना विनंती करण्यात येते की, सदर शुध्दीपत्रक शासनाच्या वेबसाईटवर प्रसिद्ध करावी.
निवडनस्ती (नवि-१३).

Corrigendum-05

THE SEAL OF THE SUB-REGISTRAR OF मुख्य निबंधक मुळशी-२ MULSHI-2

म ल स-२
४३६४/३४/८२
२०१२

जिल्हाधिकारी पुणे

वाचले : १) मे.आगरवाल डेव्हलपर्स व रिटेल लि तर्फे श्री.किरण ए. भालेराव यांचा दि.२१/०८/२०११ चा रोगणीचा अर्ज.
२)शासनाच्या नगर विकास विभागाकडील अधिसूचना क्र.टिपीएस/१८०४/पुणे/ प्रा.पो. वि.नि.नि/नवि-१३ दि.१६/११/२००५.
३) शासन निर्णय क्र.टीपीएस-१८०७/१५८८/प्र.क्र.८५३/०७/नवि/१३ दि.१५.११.२०११ चे शुध्दीपत्रक.
४) उपसंचालक नगररचना, पुणे विभाग, पुणे यांचेकडील जा.क्र.प्रा.पो. पुणे /दिशेष नगर/ मौ.दतवाडी/आयफेल सिटी-किंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/४१ दि.०७/०१/२०१२.
५) जिल्हाधिकारी कार्यालय पुणे यहस्तुत शासन यांचेकडील पत्र क्र. पमपुकोप्रा/नाहरकत/ २५६/२००८ पुणे दिनांक ३/०१/२०१० (आयफेल डेव्हलपर्स अँड रिसॉर्ट्स लि.पुणे यांचा प्रकल्प)

म ल स-२
४३६४/३४/८२
२०१२

प्रस्तावना : मौजे कोळवडी व कोसेसूर (१८७/२) येथे मे.पुणे पेथील विशेष नगर विकसित करणेसाठी शासन मंजूर प्राप्त दिनांक १६/११/२००५ चा विनियमातील नियम क्र.७ ची खालील पर्स आयफेल सिटी टाऊनशिपचे रेखांकन (वृहत आराखडा) मंजुरीचा प्रस्तावाबाबत (प्रथम सुधारीत).

आदेश

शासनाचे नगर विकास विभागाकडील अधिसूचना क्रं.टिपीएस/१८०४/पुणे/प्रा.पो.वि.नि.नि/नवि-१३ दि.१६/११/२००५ अन्वये पुणे जिल्ह्यासाठी विशेष नगर वसाहत प्रकल्पाबाबतचे धोरण प्रसिध्द करणेत आलेले आहे. त्यानुसार शासनाच्या नगर विकास विभागाकडील अंतिमसूचना क्र. क्र.टिपीएस/१८०७/ १७/सीआर-७१३/ २००७/नवि-१३, दिनांक ०८/०७/२००८ नुसार व सुधीपत्रक दिनांक २७/०४/२००९ अन्वये मे.आयफेल डेव्हलपर्स अँड रिसॉर्ट्स लि.पुणे यांनी मौजे.दतवाडी पेथील स.न.३६,३८/२, ३८/३, ३९, ५६, ५७ व मौजे-कासारसाई पेथील स.क्र.५३/१,५३/२/१, ५३/३/१, ५४/१, ५४/३/१अ, ५४/३/२, ५४/३ या मिळकतीपैकी एकूण क्षेत्र ८१ हेक्टर २० आर क्षेत्र विशेष नगर क्षेत्र म्हणून महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम, १९६६ चे कलम १८ (३) अन्वये घोषित केलेले आहे. त्यात शासनाचे दिनांक ०८/०६/२००९ च पत्र क्र.टिपीएस/१३/प्र.क्र.७५४/०७/सीआर-१३ अन्वये करणेत आले स्थान निश्चित प्रमाणपत्र यापूर्वीच प्राप्त झालेले आहे. अर्थात यांनी उक्त नमूद मिळकतीवर स्पेशल टाऊनशिप प्रकल्पाचा प्रथम सुधारित वृहत आराखडा (Master Plan) संदर्भ क्रमांकाचा विनंती केली आहे. या कार्यालयाकडील आदेश क्र. एपमपुकोप्रा/एनए/एसआर/ ३५५/२००८ पुणे दिनांक ०७/०१/२०१० अन्वये यापूर्वी मंजूरी देणेत आलेली आहे.

प्रस्तुत प्रकल्पास केंद्रिय पर्यावरण व वन मंत्रालयाकडील पत्र क्र.२१-१५/२००६/आयए-सी, दिनांक २७/१२/२००६ अन्वये पर्यावरणाचा ना हरकत दिलेले आहे. तसेच महाराष्ट्र प्रदुषण नियंत्रण मंडळ, मुंबई यांचे कडील पत्र क्र.मा.नी.को/आरओ(पीनीएस)/[illegible] अटी व शर्तीस अधिन राहून मान्यता दिलेली आहे. त्याच प्रमाणे मुळशी पाटबंधारे विभाग क्र.२, पुणे यांचेकडील पत्र क्र.कार्यकारी अभियंता/[illegible] अन्वये व पुरंदर अविभाग, जलसंपदा विभाग, पुणे यांचेकडील पत्र क्र.[illegible] ७३६१/६५१७, दिनांक ३०/०१/२००९ नुसार जाधिक ०.२०[illegible] केलेला आहे. व २४,००,००० लिटर प्रतीदिन पाणीउपलब्धता बाबत इरीगेशन सायर केलेला आहे.

उपसंचालक नगररचना, पुणे विभाग, पुणे यांचेकडील जा.क्र.प्रा.पो. पुणे /दिशेष नगर/ मौ.दतवाडी / आयफेल सिटी-किंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/४२ दि.०७/०१/२०१२ अन्वये विकास नियंत्रण नियमावलीच्या नियम १३ नुसार रक्कम रु.१३,०००/- फूटदे छाननी शुल्काची आकारणी करणेबाबत दिलासार केलेली आहे. त्यानुसार अर्थात यांनी दिनांक २८ मार्च, २०१२ रोजी पुणे कोषागार, पुणे येथे रक्कम रु.१३,०००/- शासन जमा करून चलन ना कार्यासनाकडे सादर केलेले आहे.

उक्त प्रकल्पाच्या मुळ वृहत आराखाडातील मौजे कासारसाई या २०८८.०० चौ.मी. क्षेत्रास अधारपर्यंत केंद्रशासनाच्या पे MOEF ना हरकत प्रमाणपत्र प्राप्त न झाल्याने उक्त क्षेत्र वगळून केवळ मौजे दतवाडी पेथील ५८२४३३५.०० चौ.मी. क्षेत्राचा प्रथम सुधारित आराखडा अंतर्गत नियोजनात बदल करून विकासकांनी मंजूरीसाठ सादर केलेला आहे.

प्रस्तावित मुळ प्रस्तावापैकील नकाशा क्र. ४/४ वृहत रेखांकन नकाशा (Master Plan) यांची प्राथमिक छाननी केली असता त्यामध्ये निदर्शनास आलेल्या प्राथमिक त्रुटींची पूर्तता करून कंपनीने यांनी दि.०३/०१/२०११ रोजी प्राप्त रकरणात सुधारीत नकाशे व अंजोवेळी आवश्यक असलेली कागदपत्रे उपसंचालक, नगररचना, पुणे विभाग, पुणे यांचे कार्यालास सादर केली आहेत. दिनांक १२/१२/२०११ रोजी कंपनीकडुन प्रतियतः प्राप्त प्रथम सुधारित नकाशांची सविस्तर छाननी केली असून त्यात या सुधारित वृहत रेखांकन नकाशामध्ये हिरव्या रंगाने दर्शविलेल्या किरकोळ दुरुस्तीस अधिन राहून तांधेः घोषित/अभिसूचित तीस लागू असलेल्या विनियमांतर्गतच्या अटी व शर्तीस अधिन राहून शासनकडील दि. १६/११/२००५ चे अभिसूचनेतील नियम क्रं. ७ क्रं. अन्वये प्रस्तावित जमीन वापर वृहत आराखडयास (प्रथम सुधारित) (नकाशा क्र. ४/४) तात्पुरत्या स्वरूपात तसतः मंजूरीची शिफारस करणेत आलेली आहे.

त्यानुसार उपसंचालक नगररचना पुणे यांनी त्यांचेकडील पत्र क्र. ना.क्र.प्रा.पो. पुणे /दिशेष नगर/ मौ.दतवाडी / आयफेल सिटी-किंजवडी टाऊनशिप /वृहत आराखडा (प्र.सु)/उसंपुवि/४२ दि.०७/०१/२०१२ अन्वये शासनाकडील दि.१६.११.२००५ चे अभिसूचनेतील नियम क्र. ७ क अन्वये एकत्रीकरण नकाशास प्रथम सुधारीत वृहत आराखडास (Master Plan) (नकाशा ४/४) तात्पुरत्या स्वरूपात मंजूरीची शिफारस केलेली आहे. अर्थातच यांनी उपसंचालक नगररचना पुणे यांना शिफारस पत्रातील नियमकावर बंधनकारक करण्यात आलेल्या अटी व शर्ती बंधनकारक असल्याबाबत १००/- रुपयाच्या स्टॅम्पपेपरवर इन्डेम्निटी दिलेले आहे.

विशेष मुद्रा वसाहतीच्या मंजूर विनियम कलम ७ (डी) (i) नुसार कंपनीने जाणूनही येथे तुलिप्त विकास कारणेत येणाऱ्या पर्यायांच्या १८.६४ चौ मीटी रकमेचे बँक गॅरंटी रकमेत रुपये १०,११,००,०००/- ची अतिरिक्त बँक गॅरंटी अतिरिक्त रुपये २७,५०, ०००/-(अतिरिक्त बँक ऑफ बॉर्डा शाखा पुणे दिनांक १९.५.२०१० व रुपये ४,१५,५०,०००/-एकत्रीची ओरिएन्टल बँक ऑफ कॉमर्स शाखा पुणे यांचेकडील दि. १.१.२०१० रोजीची अशी एकूण रक्कम रुपये ५,१५,००,०००/-चेक गॅरंटी अतिरिक्त बँक गॅरंटी यापुर्वी सादर केलेली आहे. एकूण रक्कम रु.५,१४,००,०००/- ची ओरिएन्टल बँक ऑफ कॉमर्स या बँकेच्या पुणे कॅम्प शाखेची [illegible] रकमेची बँक गॅरंटी अतिरिक्त बँक गॅरंटी अतिरिक्त बँक गॅरंटी सादर केलेली आहे. एकूण रक्कम रु.१५,१४,००,०००/- ची बँक गॅरंटी सादर केलेली आहे.

प्रस्तुत प्रकरणी शासनाकडील [illegible] अन्वये मला प्राप्त झालेल्या अधिकारानुसार जिल्हाधिकारी, पुणे यांनी कलम ४९(४) अन्वये अपील प्राधिकारी तथा मे जिल्हाधिकारी पुणे, विलास देशमुख, भोसे रत्नमाला मार्ग, कासारवाडी ता. मुळशी येथील जमीनीवर मे.आयकॉन डेव्हलपर्स ॲन्ड रियालटर्स लि.चे. पुणे, यांनी प्रस्तावित केलेल्या आयकॉन सिटी टाऊनशिप या विशेष नगर वसाहत मर्ग आयकॉन सिटी टाऊनशिप योजनेच्या घोषणापत्र नकाशास उपसंचालक नगररचना पुणे यांनी दि.२७/३/२००८ रोजी मंजूरी दिलेली आहे. सदर मंजूरी देताना मे. जिल्हाधिकारी पुणे यांनी दि.२७/३/२००८ रोजी शासनास सादर केलेल्या लेखीतपत्रात दिलेल्या प्रस्तावाचे जी दायबाबी व कागदपत्रे यांचेवर प्रस्तावित प्रकल्पाबाबतीत सुमारे दि.२० हे जमिनीचे विकसन हक्क त्यांचेकडे प्राप्त असल्याचे कळविले आहे. असे शासनाकडील दि. ८/६/२००९ रोजीचे पत्रावरुन दिसून येते. तसेच दि.०८/७/२००८ रोजीच्या अधिसूचनेमाने तसेच प्रतिज्ञापत्र कंपनीने सादर केलेले असल्याचे नमूद आहे. विषयांकित प्रकरणी योजनी खात्याकडून अर्जदार कंपनीच्या विकास करारपत्रानुसार/संमती पत्रानुसार ताब्यातील जागेच्या हदी या जागांचे सर्व्हे नंबर, हिस्सा नंबर नमूद करुन शासन अधिसूचनेमाने प्रसारित करणेत आलेल्या आहेत या अधिकृत योजनी नकाशानुसारची करुन शासन अधिसूचनेमाने प्रसारित करणेत आलेल्या आहेत. या अधिकृत योजनी नकाशानुसारची (मौ. रत्नवाडी मौर नं. १६१/१, १६७/१८, १६८/१० योजनी दि. १७/३/२०१० व मौ. कासारसार मौर नं. १६१/१० ते १७४/१० दि. १७/३/२०१० सारीने) प्रकल्प रोडची १४ आधारभूत धरुन व त्याप अनुसरुन उतनी फरुन सदर शिफारस करणेत येत आहे. अर्जदार कंपनीने त्यांचे ताब्यात असलेल्या जमिनीचे क्षेत्र ८१.६८३४ हेक्टर एवढे नमूद केले आहे. कंपनीने अधिसूचनेतील स. नं. ११ पै. चे सुर्ती वृहत आराखडयासाठी विचारात घेतलेले नाही. त्यामध्ये वेगवान्यच्या हर्द्दे नंबर शिफार दर्शविलेले क्षेत्र पाझापाट एणाधिक्यणाचे क्षेत्र ६८.६३५ हेक्टर इतके पूर्ती प्रस्तावित केले होते. आता उक्त क्षेत्रातुन मौ. कासारसारे १०.२०८ हे क्षेत्र

म ल स-२
७६४ | ५९ | ७५
२०१५

THE SEAL OF THE SUB-REGISTRAR OF मुळशी-२ MULSHI-2

अटी व शर्ती:-

१) विषयांकित प्रकरणी कंपनीने प्रस्तावित नगर वसाहत प्रकल्पाबाबतीत जमिनी विकत घेतलेल्या आहेत. तर काही मालकांची करार केलेला आहे आणि काही जमिनीचे विकसन हक्क तसेच ताबा त्यांच्याकडे आहे. कंपनीने दि.२७/३/२००८ रोजी शासनास सादर केलेल्या लेखीतपत्रात जिआलम प्रस्तावाचे भी दस्तावेजी व कायदेशीर चौकीत प्रस्तावित प्रकल्पाबाबतीत सुमारे दि.२० हे जमिनीचे विकसन हक्क त्यांचेकडे प्राप्त असल्याचे कळविले आहे. असे शासनाकडील दि. ८/६/२००९ रोजीचे पत्रावरुन दिसून येते. तसेच दि.०८/७/२००८ रोजीच्या अधिसूचनेमाने तसेच प्रतिज्ञापत्र कंपनीने सादर केलेले असल्याचे नमूद आहे. विषयांकित प्रकरणी योजनी खात्याकडून अर्जदार कंपनीच्या विकास करारपत्रानुसार/संमती पत्रानुसार ताब्यातील जागेच्या हदी या जागांचे सर्व्हे नंबर, हिस्सा नंबर नमूद करुन शासन अधिसूचनेमाने प्रसारित करणेत आलेल्या आहेत या अधिकृत योजनी नकाशानुसारची करुन शासन अधिसूचनेमाने प्रसारित करणेत आलेल्या आहेत. या अधिकृत योजनी नकाशानुसारची (मौ. रत्नवाडी मौर नं. १६१/१०, १६७/१८, १६८/१० योजनी दि. १७/३/२०१० व मौ. कासारसार मौर नं. १६१/१० ते १७४/१० दि. १७/३/२०१० सारीने) प्रकल्प रोडची १४ आधारभूत धरुन व त्याप अनुसरुन उतनी फरुन सदर शिफारस करणेत येत आहे. अर्जदार कंपनीने त्यांचे ताब्यात असलेल्या जमिनीचे क्षेत्र ८१.६८३४ हेक्टर एवढे नमूद केले आहे. कंपनीने अधिसूचनेतील स. नं. ११ पै. चे सुर्ती वृहत आराखडयासाठी विचारात घेतलेले नाही. त्यामध्ये वेगवान्यच्या हर्द्दे नंबर शिफार दर्शविलेले क्षेत्र पाझापाट एणाधिक्यणाचे क्षेत्र ६८.६३५ हेक्टर इतके पूर्ती प्रस्तावित केले होते. आता उक्त क्षेत्रातुन मौ. कासारसारे १०.२०८ हे क्षेत्र

नियोजनातून वगळण्याचे कंपनीने प्रस्तावित केलेले आहे. त्यानुसार सुधारित प्रस्ताव प्रकल्प विषयीचे मुळचे आराखडयाचे अंतीमतः ५८.४३३५ हे इतके क्षेत्र प्रस्तावित केलेले आहे.

२) कंपनीकडे खरेदी खतदार/करारदार/ कुलमुखत्यारपत्रधारक जमीन मालक/ सहधारक कंपनीचे सर्व संचालक यांचे खालील क्षेत्राबाबत सर्व्हे नंबर निहाय कागदपत्रे, दरारेखीय, [illegible] नगररचना योजना टाऊनशिपच्या नियमावलीतील नियम क्र.७ सी मध्ये नमूद केल्याप्रमाणे [illegible] प्रथमतः करणे आवश्यक आहे. ही कार्यवाही आपल्या स्तरावर झाल्यानंतरच ५८.४३३५ हे क्षेत्राचा प्रस्तुतच्या प्रथम सुधारित वृहत आराखडयास आपणाकडून अंतिम मंजूरी देणेत यावी. तसेच सदर प्रकल्प क्षेत्रात अंतर्भूत होत असलेल्या सर्व जमिनीच्या ७/१२ उताऱ्यावर सर्व आपकेस सिटी टाऊनशिप म्हणून बोजा होणेची कार्यवाही करणे आवश्यक आहे.

३) मंजूरीची शिफारस केलेल्या प्रकल्प क्षेत्राच्या हद्दीच्या व क्षेत्राची मोजणी खात्याकडून प्रथमत जागेवर मोजणी होऊन त्याबाबत प्रमाणिकरण करुन घेणे आवश्यक राहील. अशा मोजणीअंती क्षायम व प्रमाणित केलेल्या हद्दी व क्षेत्रविषयक तपशील नमूद असलेला असा एकत्रीकरणाचा प्रमाणित मोजणी नकाशा कंपनीने जिल्हाधिकारी पुणे यांचेकडे व या कार्यालयास सादर करणे बंधनकारक राहील.

४) वरील मुद्दा क्र. ३ मध्ये नमूद केल्यानुसार एणाधिकरण नकाशास मानि सादर निर्णयांतील प्रथम सुधारित वृहत आराखडयास आपणाकडून अंतिम मंजूरी मिळाल्यानंतर सदर वृहत आराखडयांत दर्शविलेल्या सर्व पूर्णाऱ्याची/सेक्टरची प्रत्यार नागोवर मोजणी व आखणी करुन त्यास मोजणी खात्याकडून प्रमाणिकरण करुन घेणे आवश्यक राहील व त्यानुसार महसूल अभिलेखात नोंदी सुधारित करणे आवश्यक राहील. सदर क्षेत्रामधील परिस्थितीत रेखांकनामधील ५०% ग्रीन स्पेसची नगणा (Green Space) सुविधा क्षेत्र, सार्वजनिक वापरपुरोगामीचे प्रस्तावित क्षेत्र १०% खुली जागा इ. रेखांकन नकाशामध्ये (वृहत आराखडयामध्ये) नमूद असलेल्या क्षेत्रापेक्षा कमी होता नये. याची मोजणी कार्तायां हाती कायन खातायां व अभिलेखात नोंद करताना योग्य ती खबरदारी मोजणी खात्याने व विकासक कंपनीने घेणे आवश्यक राहील.

५) विशेष नगर विकसित जाणेबाबत शासन मंजूर दि. १६.११. ०५ चे विनिमयांमे आधारे प्रस्ताव कंपनीने सादर केलेला असल्याने सदर विनिमय व त्यामध्ये वेळोवेळी सुधारित वारणेत येणाऱ्या सर्व नियमांचे, निर्देशांचे व सूचनांचे पालन करणे कंपनीवर बंधनकारक राहील.

६) शासनाच्या नगर विकास विभागाकडील शासन निर्णय क्र. टीपीएस-१८०५/रि/सोआर-५१३/ ०७/नवि-१३ दिनांक ८/७/२००८ व सुधीपत्रक दि. २७/४/२००९ अन्वये सदर प्रकल्पास अधिसूचित विशेष नगर वसाहत प्रकल्प म्हणून काही अटीसापेक्ष महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम १९६६ चे कलम ४८(३) अन्वये मान्यता दिलेली आहे या शासन निर्णयामधील सर्व अटींची / शर्तींची तसेच लोकेशन प्लिअरन्स व लेटर ऑफ इंटेट मधे नमूद सर्व अटी / शर्तींची पूर्तता करणे कंपनीवर बंधनकारक आहे व राहील. त्याप्रमाणे प्राप्त परिस्थिती फॅट शासनाच्या पर्यावरण व वन मंत्रालयाकडील (MOEF) दि. २७/८/२००८ रोजीचे नाहरकत प्रमाणपत्रातील अटी व शर्तींची पूर्तता करणे बंधनकारक राहील व याबाबत संबंधी जबाबदारी कंपनीची राहील. मौजे कासारसाई/ता.मुळशी येथील १०.२०८ हे क्षेत्रासाठी MOEF चा नाहरकत दाखला प्राप्त करुन घेण्याची कार्यवाही कंपनीने करणे बंधनकारक राहील. त्याशिवाय उक्त क्षेत्राचा समावेश प्रकल्पात करता येणार नाही.

७) योजनी खात्याकडून वरीलप्रमाणे मंजूरीच्या रेखांकनाबाबत खातजमा करणेत आल्यानंतर पर त्यामध्ये नागोच्या / प्रस्तावित सेक्टरच्या / भूखंडाच्या हद्दीत वरत आल्यास / आवश्यक आल्यास योजनी छाती प्रमाणित करुन त्या हद्दीनुसार / क्षेत्रानुसार वृहत आराखडयामध्ये फोग्य ते बदल / सुधारणा करुन असे सुधारित नकाशे जिल्हाधिकारी पुणे यांचेकडे फेर सादर करणे व त्यास दिलासर अंतिम सुधारित मंजूरी प्राप्त करुन घेतल्यानंतर कंपनीस प्रकल्पातील त्या त्या सेक्टरच्या भूखंडाच्या बांधकाम विकासाकरीता नकाशाना परवानगी मागता येईल. याबाबत स्वतंत्र करण्यात

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सदर प्रस्तावास मंजूरी प्रदान करताना व्यापक्ता आदेशामध्ये कंपनीस येणे आवश्यक व अधिक योग्य राहील.

८) प्रकल्पक्षेत्रातील समाविष्ट जमिनीच्या मालकीबाबत, करारनाम्यात, कुलमुखत्यार पत्राबाबत ताब्या क्षेत्राबाबत इतरांबाबत जाहिर [illegible] संपूर्णत: कंपनी जबाबदार [illegible] भरपाई व रेता अगर पुर्तताबाबत व क्षेत्राबाबत न्यायालयीन [illegible] राहतील.

९) वृहत आराखडयाच्या [illegible] विभागातील रोडवर / फ्रंटेज [illegible] अनुज्ञेय होणाऱ्या रहिवास [illegible] स्वरुपातील मिश्र वापर त्यामध्ये अनुज्ञेय राहतील. कारण विशेष नगर विनियम क्रम. ४अ नुसार योजना क्षेत्रास अनुज्ञेय Total Floor Area (F.S.L) पात ६०% किमान Floor Area (F.S.L) हा फक्त निवासी कारणासाठी वापर करणे बंधनकारक आहे. प्रत्येक सेक्टर / क्लस्टरचे / प्लॉटचे अंतर्गत सविस्तर रेखांकन/बांधकाम नकाशे विहित विकास नियंत्रण नियमावलीनुसार कंपनीने स्वयंस्फूर्ते तयार करुन ते प्रथा जिल्हाधिकारी पुणे यांचेकडून मंजूर करुन घेणे बंधनकारक राहील.

१०) मलनिस्सारण विभागाकडील दि. ३०/९/२००६ रोजीचे पत्र क्र. मुअ/जाक-२/मुएका/७१९/६५१७ च्या नाहरकत प्रमाणपत्रामधील अटींचे पालन करणे कंपनीवर बंधनकारक राहील तसेच उक्त नाहरकत प्रमाणपत्रासंबंधत प्राप्त करारनाम्यामधील सर्व अटी कंपनीवर बंधनकारक राहतील.

११) प्रस्तावित विशेष नगर वसाहतीच्या क्षेत्रातील टाऊनशिपच्या रेखांकनातील रस्ते व प्रस्तावित गायरुन स्थलच्या पिळकतापासून/ता प्रवेश अनुज्ञेय राहील त्यास प्रतिबंध करता येणार नाही.

१२) प्रकिल्पात प्रकल्प राबविताना उत्पादिलाच्या कोणत्याही अडचणी अथवा प्रलंबीतासाठी कंपनी सर्व सर्वस्वी जबाबदार राहील. या अडचणीचे निराकरण करुन देण्याची जबाबदारी अथवा बोधन रासनावर या कार्यालयावर व तसेच उप संचालक, नगर रचना, पुणे विभाग, पुणे यांचेवर असणार नाही.

१३) विशेष नगर वसाहतीच्या मंजूर विनियमातील ७ (डी) (i) नुसार कंपनीने प्रथमतः सेवासुविधा विकास करणेस येणाऱ्या खर्चापैकी १५% बँक गॅरंटी देणे बंधनकारक आहे या कार्यालयाने पत्र क्र. १५७९ दि. १२/७/२०१० अन्वये कंपनीच्या मार्गदर्शनानुसार प्रथम सुधारित वृहत आराखडयाचे क्षेत्र सलात घेता रु. ४४/- लक्ष प्रति एकर दराने एकुण ९.६४ कोटी रक्कमेची बँक गॅरंटी घेणे आवश्यक आहे. यापैकी ५.१५ कोटींची बँक गॅरंटी कंपनीने दिलेली असल्याचे त्यांनी सांगितले आहे. यामध्ये खाली फक्त उर्वरीत रु. ४.४१ कोटी रुपयांची बँक गॅरंटी ४ इमीपर वृहत आराखडयास मंजूरी प्रदान करणेपूर्वी घेणे आवश्यक होते. त्यानुसार ओरिएन्टल बँक ऑफ कॉमर्स या बँकेच्या पुणे कॅम्प शाखेकडील पत्र क्र.१०७४२२, दिनांक ०९/०३/२०१२ अनव्ये रु.५,१४,००,०००/- एवढ्या रक्कमेची बँक गॅरंटी सादर केलेली आहे.

१४) वृहत आराखडयास परवानगी देणेपूर्वी जमीनचे Title and ownership हार हव्याबाबत नियम क्र. ७ सी नुसार जिल्हाधिकारी पुणे यांचे स्तरावर स्वतंत्र विभागाने खातजमा करणेचे आहे. त्यानुसंगाने सदर प्रस्तावासोबत संदर्भित पत्रव्यवहार या कार्यालयाकडे प्राप्त सर्व मालकीहक्कविषयक करारनामा हक्क / संमतीपत्र इ. विषयांची सर्व मुळ कागदपत्रे आपणाकडे परत पाठविणे येत आहेत.

१५) रेखांकन मंजूरीनुसार क्षेत्राकडील सविस्तर प्रकल्प आखणी तथा कामेची जबाबदारी कंपनीची न संबंधीत सल्लागार तसेच वास्तुविशारद व मुख्य टाउनशिप टाऊन प्लॅनर यांची राहील. पूर्वनियोजनाशिवाय प्रकल्प रोलमध्ये फोलणी विकास तथवा दोषपूर्ण कंपनीने झाली यास मुख्य. असा अनधिकृत विकास / बांधकाम केल्याचे निदर्शनास आल्यास कंपनीस फोलणीही पूर्वसूचना न देता कंपनीवर दंडात्मक कारवाई तसेच अनधिकृत बांधकामाविरुध्द फारवार जिल्हाधिकारी पुणे

पांचेकडून कारवाई करेत तसेच त्याशाठी येणारा सर्व कंपनीस सोसावालागेल. [illegible] आदेशात नियम ८ नुसार स्पष्टपणे अट नमूद करण्यात आली आहे.

१६) सदर विशेष नगर विकास प्रकल्पाच्या प्रपोसित [illegible] व MOEF यांचेकडील प्राप्त इरकत प्रमाणपत्रानुसार येणाऱ्या सर्व अटी व शर्तीनुसार [illegible] आवश्यक करणे अनिवार्य राहील. अंमिनिटी पुरविणे व त्या प्रस्तावित करणे तसेच त्यांची प्रथमतः अंमलबजावणी करणे कंपनीवर बंधनकारक राहील व अनुपंगाने कंपनीने रुपीकर दिलेले आहे. ते कंपनीवर बंधनकारक राहील.

१७) कंपनीने Fire Advisor, Government of Maharashtra यांचेकडून आधार प्रस्तावित प्रकल्पास नाहरकत प्रमाणपत्र प्राप्त करुन घेतलेले नाही. सबब प्रकल्प क्षेत्राकडील असे नाहरकत प्रमाणपत्र प्राप्त फेल्याशिवाय प्रकल्प क्षेत्रात १५ मी पेक्षा जास्त उंचीच्या इमारती अनुज्ञेय होणार नाहीत तसेच प्रकल्प क्षेत्रात प्रस्तावित केलेल्या अग्नीशमन केंद्राच्या स्थानास Fire Advisor, Government of Maharashtra यांनी मान्यता घेणे आवश्यक राहील व तद्नंतर अशा फायर स्टेशनचा Fire Advisor, Government of Maharashtra यांचे सविस्तर व सुधारनुसार विकास करणे कंपनीवर बंधनकारक राहील.

१८) Sewage treatement plant, solid waste compositing plant, land fill site चे स्थानाबाबत व अन्य सविस्तर तांत्रिक बाबी अनुपंगाने महाराष्ट्र प्रदुषण नियंत्रण मंडळ केंद्र शासनाचे वन व पर्यावरण मंत्रालयाचे मान्यतेसाठी सदर ही कागदपत्रे व अहवाल सादर करणे व त्यांचे मंजूरी घेणे विकासर कंपनीवर बंधनकारक आहे व त्या मंजूरीनुसार सदर सेवा सुविधा कंपनीस त्यांच्या खर्चाने विकसित करणे बंधनकारक राहील.

१९) Municipal Solid Waste, (Management and Handling) Rules २००० चे तरतुदीनुसार कचरा डोंग (Land fill site) चे स्थानास महाराष्ट्र प्रदुषण नियंत्रण मंडळ केंद्र शासनाचे वन व पर्यावरण मंत्रालय व जिल्हाधिकारी पुणे व घनकचरा व्यवस्थापन समितीची मान्यता आवश्यक राहील. प्रस्तावित स्थानावर गावी मान्यता प्राप्त न झाल्यास योजना क्षेत्रापा मंजूर रेखांकनात महाराष्ट्र प्रदुषण नियंत्रण मंडळ व जिल्हाधिकारी पुणे यांच्या मान्यतेने अन्य सुयोग्य ठिकाणी कचरा डेपो (Land fill site) प्रस्तावित करणे व घनकचरा व्यवस्थापनकरीता आवश्यक ती जंघना उपलब्ध कंपनीवर बंधनकारक राहील व त्यानुसार जागेचे रेखांकन कंपनीस सुधारित रित्या मुक्ता आवाराक त्या वरुसासह मंजूर करुन घेणे बंधनकारक राहील.

२०) प्रस्तावित जमीन वापरचा नकाशा (वृहत आराखडा) मंजूरीनुसार Water distribution layout ची आखणी करुन घेणे. तसेच पुरवठ्याच्या रेखांकनाची तसेच Reservoir rain water harvesting system recilycling system व त्यातील हार तांत्रिक बाबींकरीताची छाननी महाराष्ट्र जीवन प्राधिकरणाकडून किंवा शासनाच्या संबंधीत विभागाकडून करुन घेणे संयुक्तीक राहील व त्यानुसार Water Distribution lines टाकणे वा त्या अनुषंगाने इतर विकास कामे कंपनीवर बंधनकारक राहील.

२१) गणीव वापर नकाशा (वृहत आराखडा) Drainage layout / surface drain / storm water management plan ची आखणी करुन घेणे व याची छाननी महाराष्ट्र प्रदुषण नियंत्रण मंडळाकडून तर Drainage layout मधील पाईप लाईनचे Desing, material इत्यादी तांत्रिक बाबींबाबतची छाननी महाराष्ट्र जीवन प्राधिकरणाकडून किंवा शासनाच्या संबंधीत विभागाकडून करुन घेणे संयुक्तीक राहील व त्यानुसार Drainage line टाकणे व त्या अनुषंगाने इतर विकास बंधनकारक राहील तसेच प्रकल्पामधील Unused treated water रिसायकल रासिंग्यात त्याबाबत स्वंतत्र व्यवस्था करणे कंपनीवर बंधनकारक आहे.

२२) प्रकल्पाअंतर्गत क्षेत्रामधे असणारे फोणतेही अतिरिक्तातील इलेक्ट्रीक पोल व इलेक्ट्रीक इलेन्स मंजूर रेखांकनानुसार रस्ता आखणीवर किंवा खुल्या जागेत स्थलांतरीत करणे कंपनीवर बंधनकारक राहील.

THE SEAL OF THE SUB-REGISTRAR OF मुळशी-२ MULSHI-2

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९२)मंजूर होणाऱ्या प्रस्तावित जमीन वापर नकाशानुसार (वृहत आराखडा) त्याविषयी संबंधितांच्या हरकती/सूचना मागविण्याच्या प्रसिद्धीनंतर मंजूर नकाशा किमान १ भौ क्षेत्रीय अंतरात रहते प्रस्तावित करणे आवश्यक व बंधनकारक राहील.

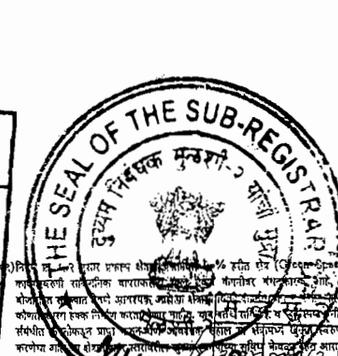
९३)रोव्हरनिहाय हद्दातीलें [illegible] क्षेत्रातील [illegible] ही हद्दीचे अंतर्गत रस्ते व [illegible] बंधनकारक राहील.

९४) मंजूर प्रादेशिक योजना, पुणे नुसार [illegible] पीठासीन अधिकारी, [illegible] निगम क्र. ५ मध्ये नमूद [illegible] यांचेकडून प्रथम नकाशे छाननी करून घेवून ना हरकत शासकीय प्रयोजनासाठी प्राप्त करून घेणे आवश्यक राहील व तसेच नाहरकत पत्र व नकाशे विकास प्रसाधनांसह या कार्यालयाकडे सादर करणे अनिवार्यतः बंधनकारक राहील.

९५)नियम क्र. ३५ नुसार प्रकल्प क्षेत्रातील Ground Water वाजवता अतिरिक्तीयक उपाययोजनेकरीता रहाणारे पाणी व गरीबा कामासाठी लागणारे पाणी वगळता योग्यच्या प्रयोजनास आवश्यकतेप्रमाणे संबंधीत W..ter supply authority कडून कमीत कमी २२६२.०० cum day (२.२६ एमएलडी) प्रतिदिन पाणी पुरवठ्याबाबत ठाम वचनिष्ठी (firm commitment) प्राप्त होणे आवश्यक आहे. प्राप्त परिस्थितीत ५.५०.००० लिटर प्रती तेहन म्हणजेच आवश्यकतेच्या २५ टक्के क्षमतेच्या सांडपोरे पाणी पुरवठा करणेबाबत दिनांक १०/९/२०१५ रोजीचे पत्राव्यये मुख्य अधिपत्य जलप्रदाय निगम पुणे, यांचेकडून प्राप्त झाले आहे. सध्या एकूण २२६२६८० लिटर प्रतिदिन (२.२६ एमएलडी/प्रतिदिन) करून घेणे तसेच पत्र देखील नकाशा मंजूरीपूर्वी निरिक्षीकारी पर्यायाकडे सादर करणे कंपनीवर बंधनकारक कायदे. देखील नकाशास अंतिम मंजूरी देणेपूर्वी टाकण्यामागेची पाणी उपलब्धता करून घेणेबाबतच्या पूर्ती अनुषंगाने निरक्षीकारी पुणे यांची आवश्यक ती मान्यता कंपनीकडून प्राप्त करून घेवून त्या अनुषंगाने जरूर ती पाहतपणा केल्यानंतरच प्रकल्पास अंतिम मंजूरी देणेची कार्यवाही निरक्षीकारी पुणे यांनी करणे आवश्यक व योग्य राहील तसेच एकूण टाऊनशिपकरीता आवश्यक पाणी २.२६ + ०.४ (अग्नीप्रतिबंधक उपाययोजना व बगीचा करीत.) असे एकूण २.७० एमएलडी / प्रतिदिन म्हणजेच २७००००० लिटर Cum/day या आवश्यक पाण्याच्या गरजेच्या रिसर्व्ह पाणी साठ्याचा करणेची सोय करणे कंपनीवर बंधनकारक राहील.

९७) नियम ६.१ (ई) नुसार आपफेल डेव्हलपर्स अँड रियल्टर्स प्रा. लि. पुणे सदर प्रकल्पकरीता मिळ पुरवठा व्यवस्थापक महावितरण कंपनी (MSEDC LTD) कडून दिनांक ७/९/२०१० रोजी मिळ पुरवठा मागणीनुसार करता येईल असा स्वरूपाचे पत्र प्राप्त आहे. नियम क्र. ६.३ (ई) नुसार प्रकल्पाकरीता आवश्यक वीज पुरवठा उपलिब्ध व महावितरण कंपनीकडून स्थानुसार नेमका किती विजपुरवठा कार्यक्षमता पॉवर चालित महावितरण कंपनी (MSEDC LTD) कडून ठाम वचनिष्ठी (firm commitment) अनुषंगानेचे पत्र कंपनीने सदर देवांकलास अंतिम मंजूरी देणेपूर्वी प्राप्त करून घेणे व निरक्षीकारी, पुणे यांचेकडे सादर करणे आवश्यक राहील त्याची सर्वतोपी जबाबदारी कंपनीची राहील.

९८)महाराष्ट्र प्रदूषण नियंत्रण मंडळ, केंद्र शासनाचे वन व पर्यावरण मंत्रालय, जलप्रदाय विभागाकडील शासन ना हरकतीचे व तसेच Fire Advisor, Government of Maharashtra यांचेकडील प्राप्त होणाऱ्या नाहरकत प्रमाणपत्रांतील सर्व अटींची पूर्तता विकासक कंपनीने व त्यांचे संबंधित सल्लागार यांनी बंधनकारक राहील व या अटींची पूर्तता होत आहे किंवा कसे याबाबत लेखीपत्रे सल्लागार यांनी त्यांची महाराष्ट्र प्रदूषण नियंत्रण मंडळाकडून वेळोवेळी तपासणी करून घेणे आवश्यक योग्य व तांत्रिकीक राहील.



९९)नियम क्र. ३ नुसार प्रकल्प क्षेत्रातील [illegible] ५% इतके क्षेत्र (२.०००.०० चौ.मी.) हे क्षेत्र गृहप्रकल्पाची सार्वजनिक वापराकरीता [illegible] कंपनीवर बंधनकारक आहे. सदर क्षेत्र खेळण्याच्या सुविधा उपलब्ध करणे आवश्यक आहे. सदर क्षेत्रातील [illegible] संबंधीत [illegible] करणेचा आहे. सदर क्षेत्र [illegible] दर्शविलेप्रमाणे [illegible] करणे [illegible]

१००)वृहत आराखड्याची [illegible] जागेवरीलिका प्रत्येक प्रस्तावित [illegible] पुरविण्या जाणाऱ्या [illegible] सुरक्षा जागा १० टक्के याप्रमाणे करावयाच्या आहेत व त्या जागा त्या करीताच उपयोगात आणणे विकासक कंपनीवर बंधनकारक राहील.

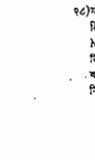
१०१)नियम क्र. २ (ए) ते २ (एफ), २ (एच), २(आय) हे शासनाच्या मान्यतेने व वेळोवेळी संकेतीत असून त्यानुसार आवश्यकतेप्रमाणे संबंधीत विभागांनी संपर्क साधून व त्यांचे अभिप्राय घेऊन योग्य तो निर्णय घेणेत यावा. नियम क्र. २ (एफ) ते खालची बाजू आहे. नियम क्र. २७ नुसार अधिसूचित क्षेत्रापैकी प्रथम सुधारित वृहत आराखड्यात अंतर्भूत असलेल्या ५८.७३२५ हेक्टर (डोंगर माथा डोंगर उतार क्षेत्र वगळून) या संपूर्ण क्षेत्रासाठी तांत्रिकीक आकारणी करणे आवश्यक आहे. पुणे प्रादेशिक योजना दोन्हातील १० कि.मी. परिसरातीला दि. २७/८/२००१ रोजी फेरमंजूरीच्या अधिसूचनेद्वारे विशेष नियमांचा समावेश प्रादेशिक योजनेच्या विकास नियंत्रण नियमावलीमध्ये करण्यात आलेला आहे. सदर विकास नियंत्रण नियमावलीच्या तरतुदी टाऊनशिपकरीता काही अंशतः बगळता आलेला आहे. सदर नियमा नियंत्रण नियमावलीच्या तरतुदी टाऊनशिपकरीताही काही अंशतः वगळता लागू आहेत. याशिवे नियम क्र. १३ नुसार रु. १७०००/- इतकी छाननी फी (पुणे महानगरपालिका विकास नियंत्रण नियमावलीनुसार) आकारणे योग्य राहील. सदर फीच्या भरणा सहाय्यक संचालक, नगर रचना, पुणे शाखा, पुणे यांचेकडे संबंधीत सेक्शनिर्धारितली भरणा तसेच पावती दिनांक मंजूरीपूर्वी सादर करणे कंपनीवर बंधनकारक होते. त्यानुसार अर्जदार यांनी दिनांक २७/७/२०१२ रोजी सदरची रक्कम शासन जमा करून चलन या कार्यालयाकडे सादर केलेले आहे.

१०२)प्रत्येक सेक्टरचे / बांधकाचे रेखांकन करताना त्यामध्ये वृहत आराखड्यात वाहनतळाकरीताच्या प्रस्तावित टाऊन हॉलच्या सुविधा व्यतिरिक्त नियमानुसार सार्वजनिक वाहनतळ सुविधा Occupiers parking + visitors parking आवश्यकतेनुसार स्वतंत्रपणे प्रस्तावित करणे बंधनकारक राहील.

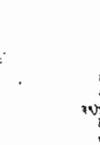
१०३)विशेष नगर विकसित करणेकामी शासन मंजूर विनिमयामधील नियम क्र. ५.१ (iv) नुसार (प्रति हेक्टरी ४०० झाडे) सार्वजनिक वृक्षांची लागवड करून त्यांचे देखभाल, संवर्धन करणे विकासक कंपनीवर बंधनकारक राहील तसेच नियम क्र. ५ (iii) नुसार प्रकल्प पूर्णत्वाच्या येवेस याबाबत खातरजमा वन विभागाकडून करून घेणे बंधनकारक राहील. त्यास अनुसरुन प्रकल्प अहवालात वृक्ष लागवडीचे सुयोग्य नियोजन दर्शविणारा नकाशा सादर करणे कंपनीवर बंधनकारक राहील.

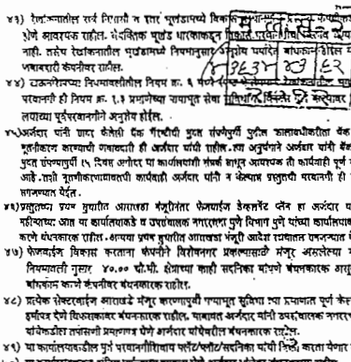
१०४)प्रस्तावित जमीन वापर आराखड्यास (वृहत आराखड्यास) अंतीम मंजूरी मिळाल्यानंतर त्यानुसार प्रस्तावित रस्त्यांचे किंवा विकासाने बाधीत होणाऱ्या कोणत्याही पुर्वाधा ठेवीदार कंपनीने निरक्षीकारी पुणे यांना देणे व त्या वृक्षतोडीबाबत अपना पुर्वार्ई स्थानांतरणे करून जतन करणेबाबत निरक्षीकारी पुणे यांची पूर्व परवानगीने घेणे कंपनीवर बंधनकारक राहील.

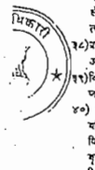
१०५)विशेष नगर विकसित करणेच्या शासन मंजूर विनियमयामधील नियम क्र. ७ नुसार सदर प्रस्ताव कंपनीने शासन नेमला असल्याने सदर विनियम कंपनीवर बंधनकारक असून ते कंपनीस त्यप्य आहेत. त्यानुसार कंपनी विकास कार्यवाही करते. याशिवे नियम क्र. ८ नुसार योजनेची अंमलबजावणी पूर्णत्वाबाबत कंपनीकडून आवश्यक ती पूर्तता करून कार्यवाही करणेत येत आहे

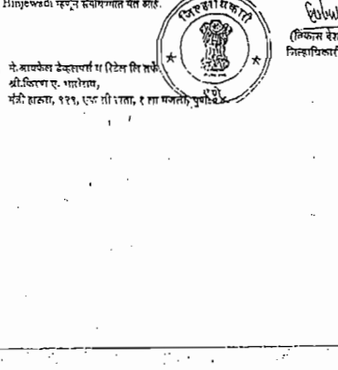


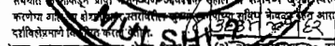


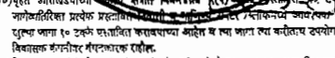


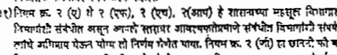


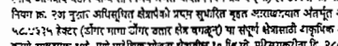












भारत सरकार-कम्पनी कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, पुणे

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कार्पोरेट पहचान संख्या (Corporate Identity Number): U45200PN2004PLC019772

मैसर्स EIFFEL INFOCITY PRIVATE LIMITED

को कम्पनी ने, दि एन्टरप्राइज (नामादिष्ट करण) नियम, 1988 [1988 का 1] के अधीन दिनांक 14/05/2007 को इस कम्पनी का नाम बदलकर EIFFEL DEVELOPERS AND REALTORS PRIVATE LIMITED कर लिया है और यह प्रमाणित किया जाता है कि कम्पनी का नाम अब EIFFEL DEVELOPERS AND REALTORS PRIVATE LIMITED है।

दी गयी है और यह प्रमाणपत्र, कंपनी अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरी हस्ताक्षर डिजिटल से मेरे दिनांक सौरह वर्ष की सबसे पहले की जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF COMPANY AFFAIRS
Registrar of Companies, Maharashtra, Pune

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U45200PN2004PTC019772

In the matter of M/s EIFFEL INFOCITY PRIVATE LIMITED

I hereby certify that EIFFEL INFOCITY PRIVATE LIMITED which was originally incorporated on Twenty Second day of September Two Thousand Four under the Companies Act, 1956 (No. 1 of 1956) as EIFFEL INFOCITY PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/08/1988 vide SRN A19378408 dated 24/03/2007 the name of the said company is title day changed to EIFFEL DEVELOPERS AND REALTORS PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Pune this Fourteenth day of May Two Thousand Seven.

(KATKAR VISHNU PANDURANG)
कम्पनी रजिस्ट्रार / Registrar of Companies
महाराष्ट्र, पुणे
Maharashtra, Pune

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पते पर :
Mailing Address as per record available in Registrar of Companies office:
EIFFEL DEVELOPERS AND REALTORS PRIVATE LIMITED
125/20 PATIL PLAZA,MITRAMANDAL CHOWK, PUNE - 411009,
Maharashtra, INDIA

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२०१५

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, पुणे

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कार्पोरेट पहचान संख्या (Corporate Identity Number): U45200PN2004PLC019772

मैसर्स EIFFEL DEVELOPERS AND REALTORS LIMITED

को कम्पनी ने, दि एन्टरप्राइज (नामादिष्ट करण) नियम, 1988 [1988 का 1] के अधीन दिनांक 24/08/1988 को इस कम्पनी का नाम बदलकर EIFFEL DEVELOPERS AND REALTORS LIMITED कर लिया है और यह प्रमाणित किया जाता है कि कम्पनी का नाम अब EIFFEL DEVELOPERS AND REALTORS LIMITED है।

दी गयी है और यह प्रमाणपत्र, कंपनी अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र मेरी हस्ताक्षर डिजिटल से मेरे दिनांक सौरह वर्ष की सबसे पहले की जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Pune

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U45200PN2004PLC019772

In the matter of M/s EIFFEL DEVELOPERS AND REALTORS LIMITED

I hereby certify that EIFFEL DEVELOPERS AND REALTORS LIMITED which was originally incorporated on Twenty Second day of September Two Thousand Four under the Companies Act, 1956 (No. 1 of 1956) as EIFFEL INFOCITY PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/08/1988 vide SRN A19378408 dated 21/03/2012 the name of the said company is this day changed to XRBIA DEVELOPERS LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Pune this Twenty First day of June Two Thousand Twelve.

Registrar of Companies, Maharashtra, Pune
कम्पनी रजिस्ट्रार, महाराष्ट्र, पुणे

Note: The corresponding form has been approved by SHAMRAO DATTATRAY PATIL, Assistant Registrar of Companies and this certificate has been digitally signed by me Registrar through a system generated digital signature under rule 6(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.
The digitally signed certificate can be verified at the following website (www.mca.gov.in).

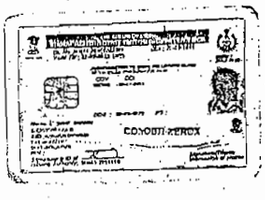
कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पते पर :
Mailing Address as per record available in Registrar of Companies office:
XRBIA DEVELOPERS LIMITED
OFFICE NO. 125/120, PATIL PLAZA, MITRAMANDAL CHOWK,
PUNE - 411009,
Maharashtra, INDIA

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३६३४ | ५७ | ६२
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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

म ल स-२
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२०१२

THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2





XRBIA DEVELOPERS LTD.

929, 1st Floor, Mantri House, F.C. Road, Pune - 411 004

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF XRBIA DEVELOPERS LIMITED, HELD AT 929, Mantri House, F.C. Road, Pune - 411 004 ON 30th JUNE, 2012.

AUTHORITY TO EXECUTE ARTICLE OF AGREEMENTS AND POWER OF ATTORNEY ON BEHALF OF COMPANY

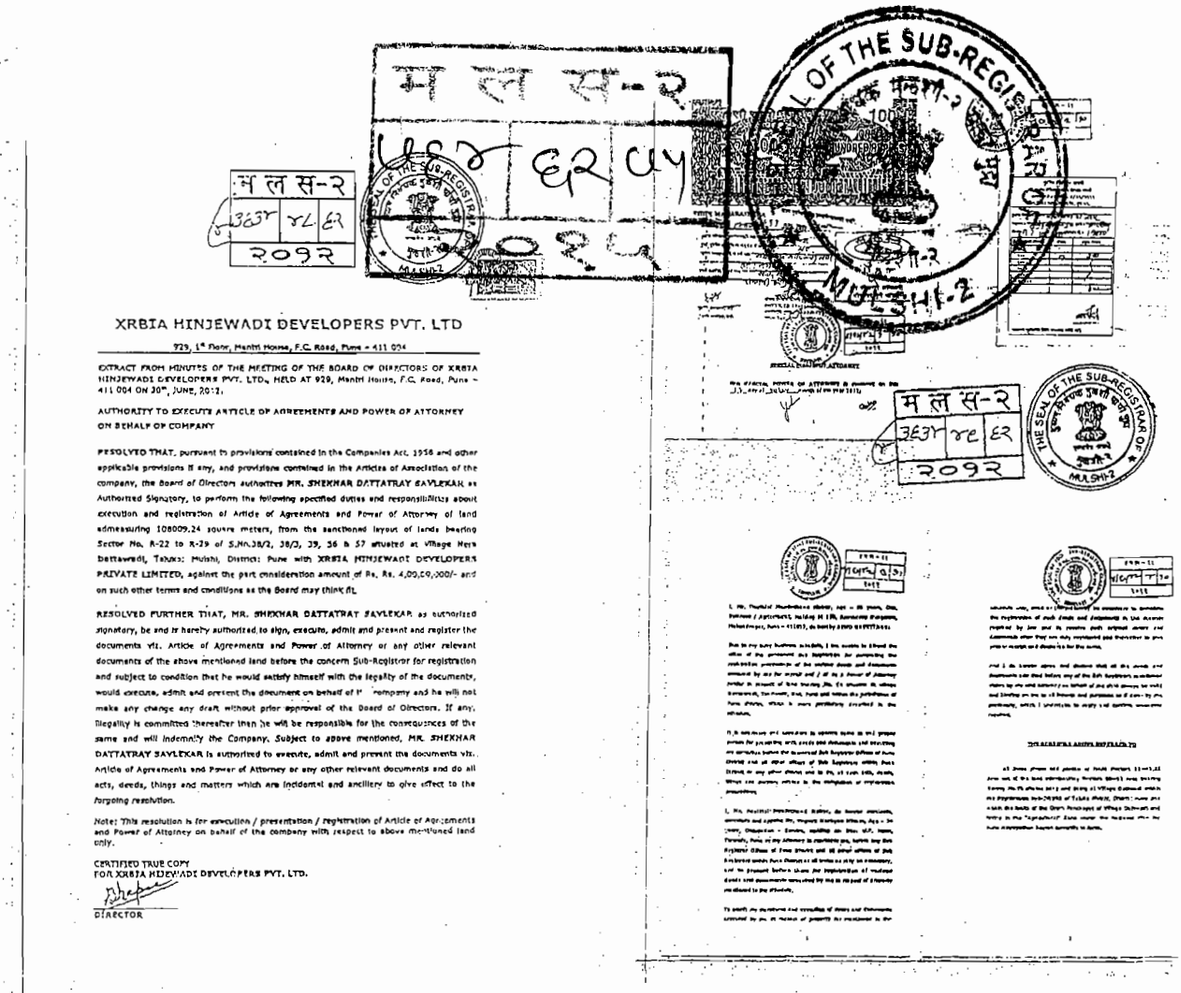
RESOLVED THAT, pursuant to provisions contained in the Companies Act, 1956 and other applicable provisions if any, and provisions contained in the Articles of Association of the company, the Board of Directors authorizes **MR. YOGESH NARAYAN NIKAM** as Authorized Signatory, to perform the following specified duties and responsibilities about execution and registration of Article of Agreements and Power of Attorney of land admeasuring 108009.24 square meters, from the sanctioned layout of lands bearing Sector No. A-22 to A-29 of S.No.33/2, 38/3, 39, 56 & 57 situated at Village Nere Dattawadi, Taluka: Mulshi, District: Pune with **XRBIA DEVELOPERS LIMITED,** against the part consideration amount of Rs. 4,00,00,000/- and on such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, MR. YOGESH NARAYAN NIKAM as authorized signatory, be and is hereby authorized to sign, execute, admit and present and register the documents viz. Article of Agreements and Power of Attorney or any other relevant documents of the above mentioned land before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with the legality of the documents, would execute, admit and present the document on behalf of the company and he will not make any change any draft without prior approval of the Board of Directors. If any, legality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, **MR. YOGESH NARAYAN NIKAM** is authorized to execute, admit and present the documents viz. Article of Agreements and Power of Attorney or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the forgoing resolution.

Note: This resolution is for execution / presentation / registration of Article of Agreements and Power of Attorney on behalf of the company with respect to above mentioned land only.

CERTIFIED TRUE COPY
FOR XRBIA DEVELOPERS LTD.

DIRECTOR



XRBIA HINJEWADI DEVELOPERS PVT. LTD

929, 1st Floor, Mantri House, F.C. Road, Pune - 411 004

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF XRBIA HINJEWADI DEVELOPERS PVT. LTD., HELD AT 929, Mantri House, F.C. Road, Pune - 411 004 ON 30th, JUNE, 2012.

AUTHORITY TO EXECUTE ARTICLE OF AGREEMENTS AND POWER OF ATTORNEY ON BEHALF OF COMPANY

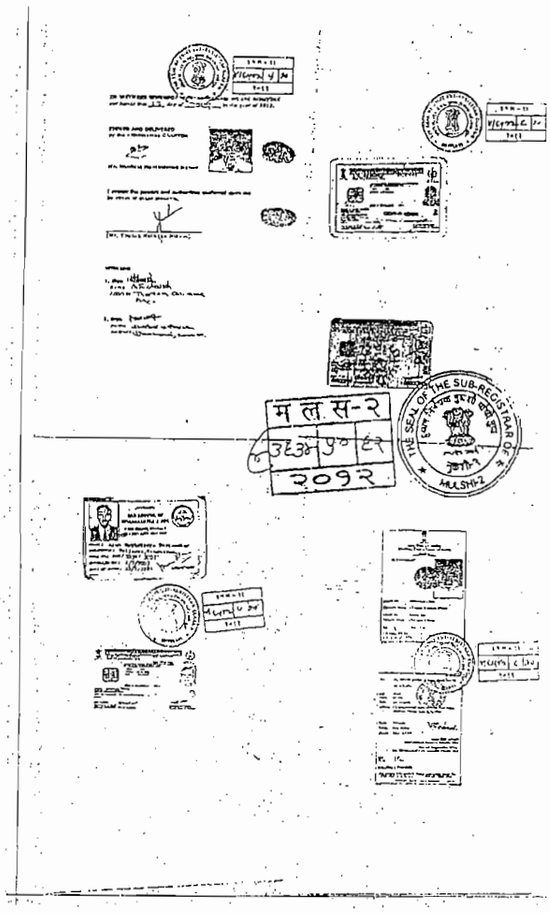
RESOLVED THAT, pursuant to provisions contained in the Companies Act, 1956 and other applicable provisions if any, and provisions contained in the Articles of Association of the company, the Board of Directors authorizes MR. SHEKHAR DATTATRAY SAVLEKAR as Authorized Signatory, to perform the following specified duties and responsibilities about execution and registration of Article of Agreements and Power of Attorney of land admeasuring 108009.24 square meters, from the sanctioned layout of lands bearing Sector No. R-22 to R-29 of S.No.38/2, 38/3, 39, 56 & 57 situated at Village Hele Bettawadi, Taluka: Mulshi, District: Pune with XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED, against the part consideration amount of Rs. Rs. 4,00,00,000/- and on such other terms and conditions as the Board may think fit.

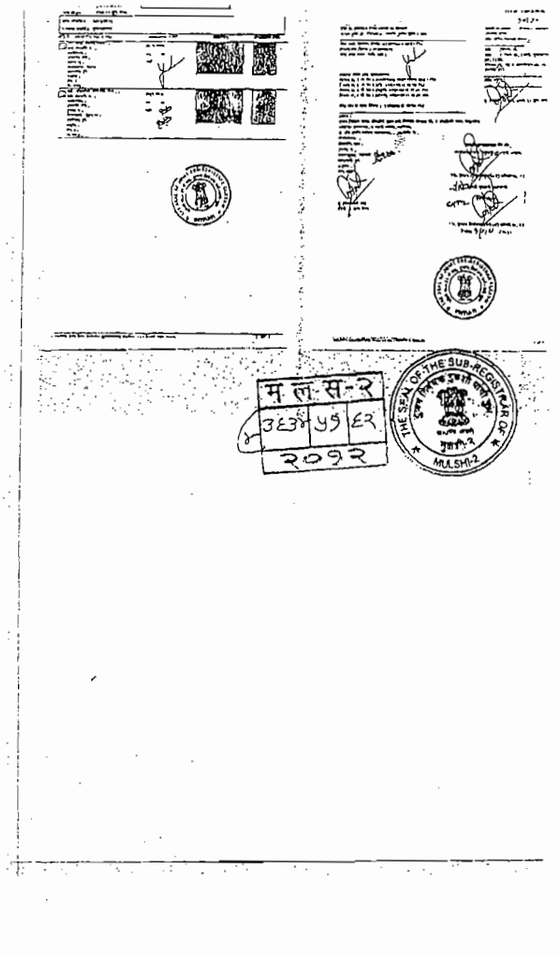
RESOLVED FURTHER THAT, MR. SHEKHAR DATTATRAY SAVLEKAR as authorized signatory, be and is hereby authorized to sign, execute, admit and present and register the documents viz. Article of Agreements and Power of Attorney or any other relevant documents of the above mentioned land before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with the legality of the documents, would execute, admit and present the document on behalf of the company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, MR. SHEKHAR DATTATRAY SAVLEKAR is authorized to execute, admit and present the documents viz. Article of Agreements and Power of Attorney or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the forgoing resolution.

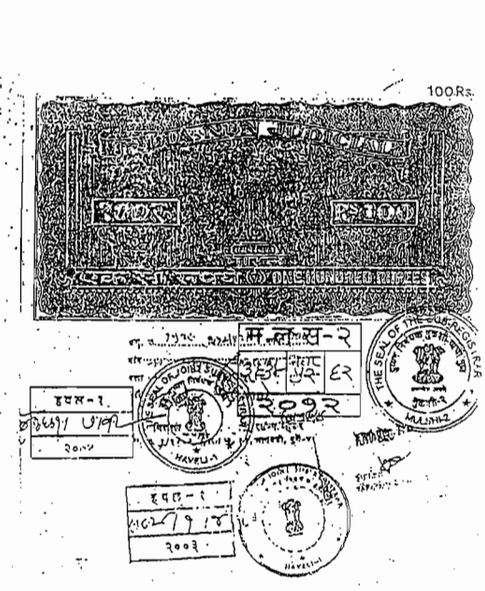
Note: This resolution is for execution / presentation / registration of Article of Agreements and Power of Attorney on behalf of the company with respect to above mentioned land only.

CERTIFIED TRUE COPY
FOR XRBIA HINJEWADI DEVELOPERS PVT. LTD.

DIRECTOR



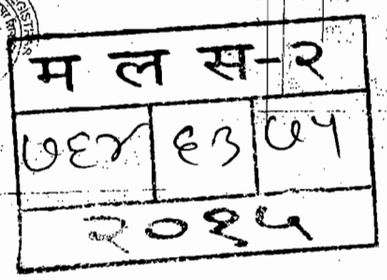




SPECIAL POWER OF ATTORNEY

(Only for presentation of the documents executed by the executant and admitting execution of the same before the concerned sub-registrar and completion of registration of such documents.)

TO ALL TO WHOM THESE PRESENTS SHALL COME I MR. RAHUL RASIKLAL HAHAR, age – 32 years, Occupation – Business, at/f-1/2/3/UI Floor, Hiranandani Chowk, Powai, ... Pune – 411 093, hereinafter referred to as the "EXECUTANT" SEND GREETINGS:





I hereby appoint, nominate and constitute MR. YOGESH N. KHKAM, age – 25 years, Occupation – Service, residing at Yerawada, Pune – 411 006, as my attorney, to represent the before all the Offices of Sub-Registrars as may be necessary, and lodge and present before them for registration of the Agreements, Agreements for sale, Sale Agreements/Correspondence, Power of Attorney, Power of Attorney cum confirmation Deeds, Deeds etc.

To admit my signatures and execution of such Agreements, Agreements for Sale, Development Agreements, Competition Deeds, Lease Deeds, Power of Attorneys and Confirmation Powers and do all other acts and things as may be necessary in relation to the Agreements / such Documents / deeds in the manner desired by me and to receive such original documents / deeds after they are duly registered and to give proper receipt and discharge for the same.

I hereby agree and declare, that all such documents/deeds admitted before any of the above mentioned Sub-Registrars by my said Attorney shall always be valid and binding on me to all intents and purposes as if done by me personally, which I undertake to ratify and confirm whenever required.

THIS POWER OF ATTORNEY IS STRICTLY LIMITED FOR THE PURPOSE OF PRESENTATION OF THE DOCUMENTS EXECUTED BY THIS EXECUTANT AND ADMITTING EXECUTION OF THE SAME BEFORE THE CONCERNED SUB-REGISTRAR AND COMPLETION OF REGISTRATION OF SUCH DOCUMENTS.

THIS SPECIAL POWER OF ATTORNEY IS EXECUTED BY THE EXECUTANT AT PUNE ON THIS 30 TH DAY OF December 2003.

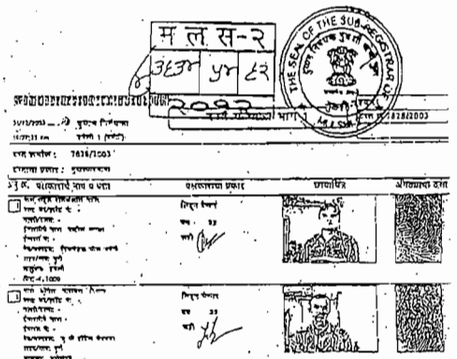
SIGNED AND DELIVERED BY the within named "EXECUTANT" MR. RAHUL RASIKLAL HAHAR

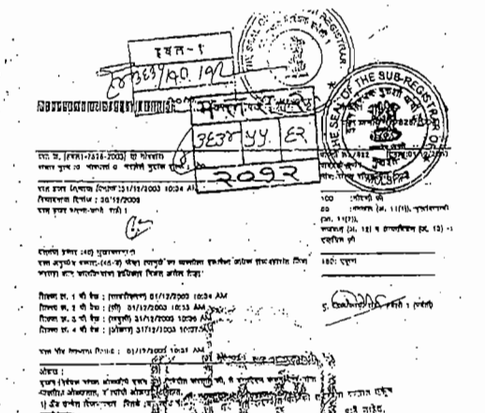
I accept the powers & authorities conferred upon me by virtue of these presents.

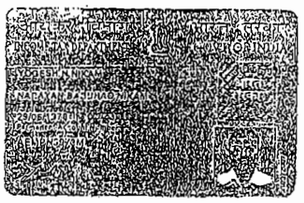
MR.YOGESH N. KHKAM

I know the executant

Advocate Avinash V. Thorat
B/2/4, Kamaldeep Aangan,
S.No.35/4, Dhanori, Pune



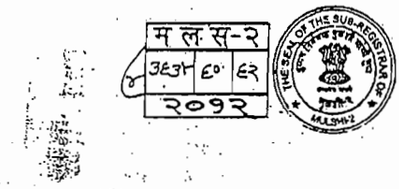




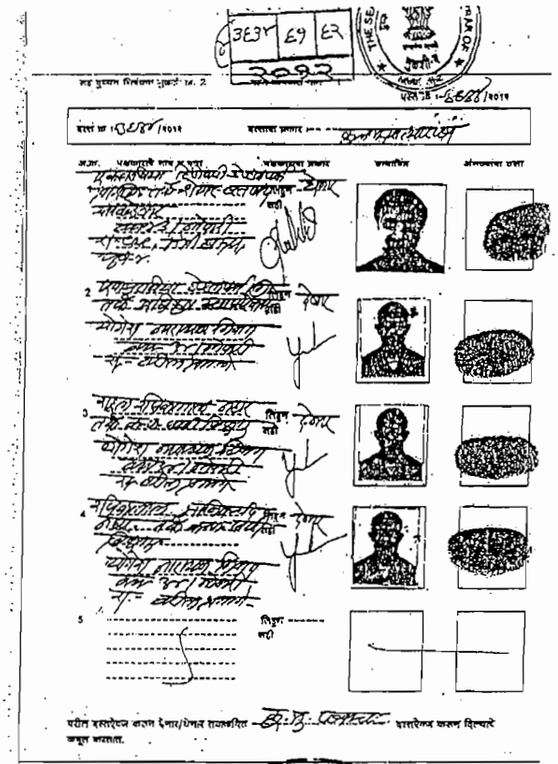


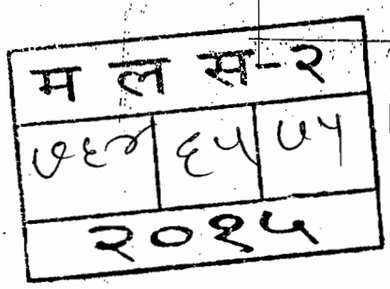


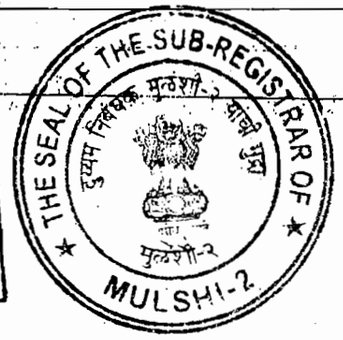


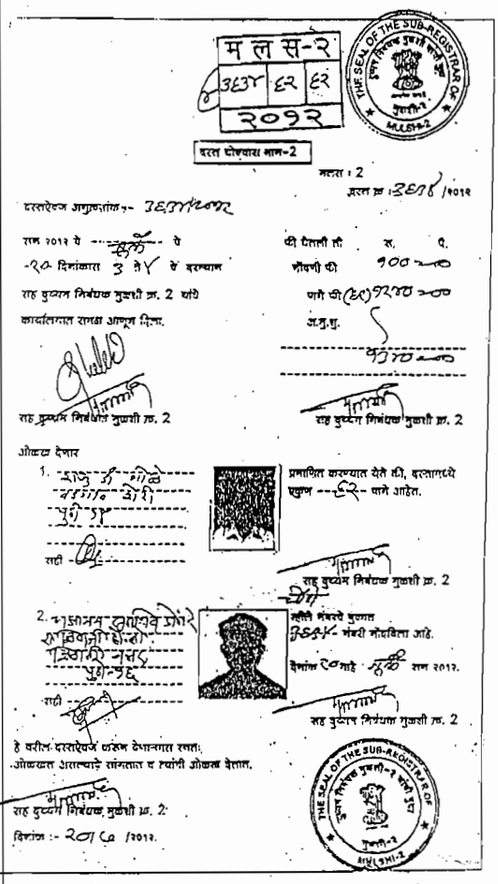












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THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2

XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED
1st Floor, Mantri House, 929, F.C.Road, Pune - 411004.

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF XRBIA HINJEWADI DEVELOPERS PRIVATE LTD., HELD AT OFFICE AT 929, 1ST FLOOR, MANTRI HOUSE, F.C. ROAD, PUNE – 411 004 HELD ON 30TH, MARCH, 2013

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY

RESOLVED THAT, pursuant to provisions contained in the Companies Act, 1956 and other applicable provisions if any, and provisions contained in the Articles of Association of the company, the Board of Directors authorizes **MR. KARAN RAJIVKUMAR KARNAWAT** as Authorized Signatory, to execute agreement with customer in respect of flat/unit in the building situated at sector R – 22 to R- 29 carved out of properties S.No. 38/2, 38/3, 39, 56 & 57 at Village Nere– Dattawadi, Taluka Mulshi, Dist. Pune as specifically mentioned below -

Sr.No.	Sector No.	Building No.
1	R-22 to R-29	A-1 to A-15, B-1 to B-8, C-1 to C-8, D-1 to D-6

On such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, MR. KARAN RAJIVKUMAR KARNAWAT as authorized signatory, be and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with the legality of the documents, would execute and register the document on behalf of the company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, **MR. KARAN RAJIVKUMAR KARNAWAT** is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the forgoing resolution.

Note: This resolution is for execution / registration of Agreement on behalf of the company with respect to above mentioned flats/units only.

CERTIFIED TRUE COPY
FOR XRBIA HINJEWADI DEVELOPERS PVT. LTD.

DIRECTOR

[redacted]

[redacted]

[redacted]

SUB-REGISTRAR OF MULSHI-2

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No :MH09 20110007052 DOI : 01-09-2004
Valid Till : 31-08-2024 (NT) AED 10-02-2011

FORM 7 RULE 18 (1)

AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

	DOI
COV	
MCWG	01-09-2004
LMV	28-01-2011

DOB : 10-05-1986 BG :

Name :KARAN KARNAWAT
S/D/W of:RAJIVKUMAR KARNAWAT
Add :F-4 INFINITY BUILDING,
OPP DHAIRYAPRASAD HALL,
TARABAI PARK, KOLHAPUR.
PIN :
Signature & ID of Issuing Authority: MH09 20111117

Signature/Thumb Impression of Holder

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THE SEAL OF THE SUB-REGISTRAR OF मुख्य निबंधक मुळशी-२ यांचे मुद्रा MULSHI-2

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE

Dl. No :MH24 20100000675 DOI : 04-01-2010
Valid Till : 03-01-2030 (NT)

FORM 7
RULE 16 (2)

AUTHORISATION TO DRIVE FOLLOWING CLASS OR VEHICLES THROUGHOUT INDIA

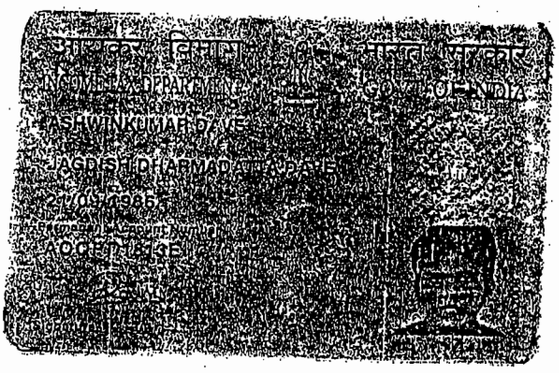
COV	DOI
MCWG	04-01-2010

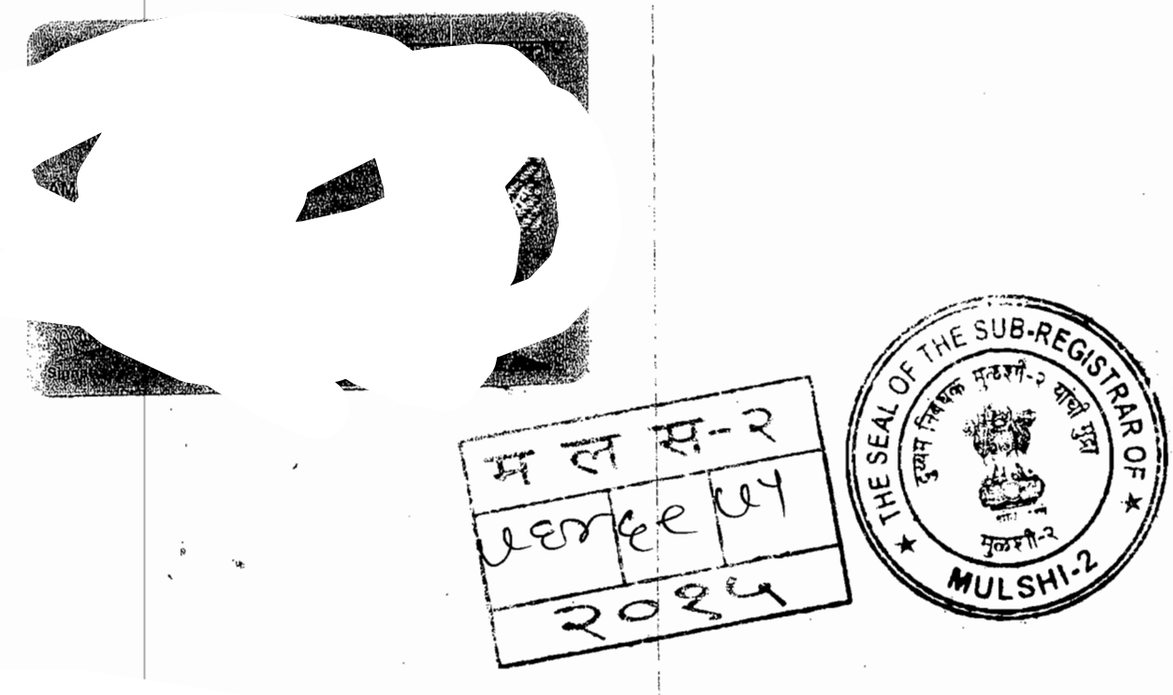
DOB : 31-05-1987 BG : Not

Name : VIVEK KULKARNI
S/D/W of :AMBADAS KULKARNI
Add :SHARDA NIWAS , SAWEWADI , LATUR .

PIN .
Signature & ID of Issuing Authority: MH24 2010220

Signature/Thumb Impression of Holder





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THE SEAL OF THE SUB-REGISTRAR OF
MULSHI-2



घोषणापत्र

मी श्रीकृष्ण मोरे यादवारे घोषित करतो की दुय्यम निबंधक मुळशी यांचे कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. **श्री करण कर्णावत** यांनी **30/04/2013** रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीसाठी सादर केला आहे/ निष्पादित करून कबुली जवाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी रद्द केलेले नाही किंवा सदर कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही करणामुळे सदर कुलमुखत्यारपत्र रद्दबाबत ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम **1908** चे कलम **82** अन्वये शिक्षेस मी पात्र राहील याची मला जाणीव आहे.

स्थळ : पुणे

दिनांक : 23-01-2015

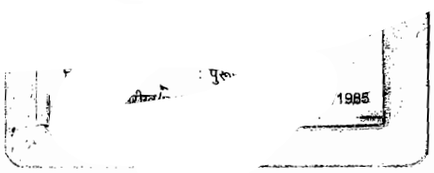
कुलमुखत्यारपत्रधारक

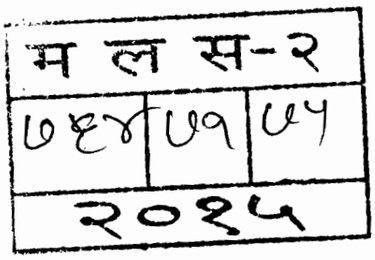
नाव : श्रीकृष्ण मोरे

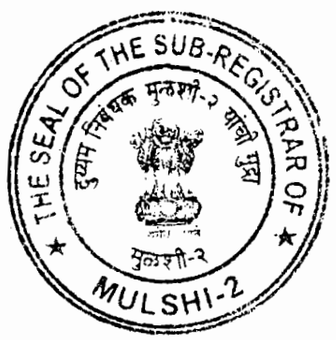
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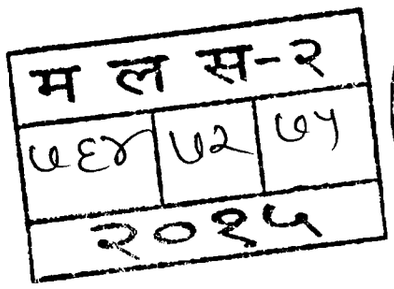
THE SEAL OF THE SUB-REGISTRAR OF MULSHI-2
दुय्यम निबंधक मुळशी-२ यांचे शिक्का
पुणे-२

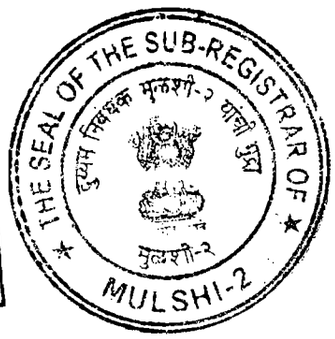
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THE SEAL OF THE SUB-REGISTRAR OF
MULSHI-2

453/764
शुक्रवार,23 जानेवारी 2015 1:41 म.नं.

दस्त गोषवारा भाग-1

मलस२	
दस्त क्रमांक: 764/2015	

दस्त क्रमांक: मलस२ /764/2015

बाजार मुल्य: रु. 10,97,435/- मोबदला: रु. 19,93,350/-

भरलेले मुद्रांक शुल्क: रु.49,900/-

दु. नि. सह. दु. नि. मलस२ यांचे कार्यालयात

अ. क्रं. 764 वर दि.23-01-2015

रोजी 1:32 म.नं. वा. हजर केला.

पावती:837 पावती दिनांक: 23/01/2015

सादरकरणाराचे नाव: पुंडरीक - -

नोंदणी फी	रु. 19940.00
दस्त हाताळणी फी	रु. 1500.00
पृष्टांची संख्या: 75	
एकुण:	21440.00

दस्त हजर करणाऱ्याची सही:

MLS2
सह दुय्यम निबंधक
श्रेणी-१, मुळशी-२

MLS2
सह दुय्यम निबंधक
श्रेणी-१, मुळशी-२

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥विकास प्रा॥धिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण् प्रभाव क्षेत्रात.

शिक्का क्रं. 1 23 / 01 / 2015 01 : 32 : 32 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 23 / 01 / 2015 01 : 33 : 01 PM ची वेळ: (फी)

THE SEAL OF THE SUB-REGISTRAR OF दुय्यम निबंधक मुळशी-२ यांची मुद्रा सत्यमेव जयते मुळशी-२ MULSHI-2

प्रतिज्ञापत्र

सदर दस्तावेज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपुर्ण मजकुर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची आणि दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी खालील दस्त निष्पादक व कबुलीधारक हे संपुर्णपणे जबाबदार राहतील

लिहुन देणार

लिहुन घेणार

23/01/2015 1 42:56 PM

दस्त गोषवारा भाग-2

मलस२
दस्त क्रमांक:764/2015

दस्त क्रमांक :मलस२/764/2015
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:पुंडरीक - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एस / ओ चंद्र शेखर , विलेज गंभीरपूर, पोस्ट - वेहटा, पोलिस स्टेसन - साढ, कानपूर नगर, ब्लॉक नं: -, रोड नं: -, उत्तर प्रदेश, कानपुर नागर. पॅन नंबर:BAKPP9731Q	लिहून घेणार वय :-27 स्वाक्षरी:-		
2	नाव:एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरीकार श्री करण कर्णावत तर्फे क. ज. करीता कु.मु. म्हणुन - धैर्यशील मोरे पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंत्री हाउस, पहिला मजला, एफ सी रोड, पुणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AACCH8001K	लिहून देणार वय :-30 स्वाक्षरी:-		
3	नाव:मान्यता देणार एक्झर्बिया डेव्हेलपर्स. लि. तर्फे कु. मु. म्हणुन एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरीकार श्री करण कर्णावत तर्फे क. ज. करीता कु.मु. म्हणुन - धैर्यशील मोरे पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंत्री हाउस, पहिला मजला, एफ सी रोड, पुणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AABCE5318F	मान्यता देणार वय :-30 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:23 / 01 / 2015 01 : 34 : 05 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव:मृदुल . दुबे वय:29 पत्ता:वाकड पुणे पिन कोड:411057	स्वाक्षरी		
2	नाव:मेलक्यौर . मिंज वय:28 पत्ता:वाकड पुणे पिन कोड:411057	स्वाक्षरी		

THE SEAL OF THE SUB-REGISTRAR OF दुय्यम निबंधक मुळशी-२ यांची मुद्रा मुळशी-२ MULSHI-2

शिक्का क्र.4 ची वेळ:23 / 01 / 2015 01 : 41 : 41 PM

शिक्का क्र.5 ची वेळ:23 / 01 / 2015 01 : 34 : 53 PM नोंदणी [illegible] 1 मध्ये

04/04

MLS2

सह दुय्यम निबंधक
श्रेणी-१, मुळशी-२

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH005349692201415E	0003331454201415
2	MH005350545201415E	0003331453201415

764 /2015

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

प्रमाणित करण्यात येते की,
या दस्तामध्ये
एकूण 04 पाने आहेत.

सह दुय्यम निबंधक श्रेणी-१
मुळशी-२

पहिले नंबरचे पुस्तकाचे
080 नंबरी नोंदला.

सह दुय्यम निबंधक श्रेणी-१
मुळशी-२
दिनांक:- 23/ 9 /२०१५

THE SEAL OF THE SUB-REGISTRAR OF दुय्यम निबंधक मुळशी-२ यांची मुद्रा सत्यमेव जयते मुळशी-२ MULSHI-2

TRUE COPY

Bambhise.

CHALLAN
MTR Form Number-6

ANNEXURE-A-3

GRN MH010863046201718E	**BARCODE**	**Date** 20/02/2018-18:07:01	**Form ID** 25.2

Department Inspector General Of Registration		**Payer Details**	
Type of Payment Stamp Duty / Registration Fee		**TAX ID (If Any)**	
		PAN No.(If Applicable)	COLPS4541B
Office Name MLS2_MULSHI 2 SUB REGISTRAR		**Full Name**	CHAITALI RAJESH SHAH
Location PUNE			
Year 2017-2018 One Time		**Flat/Block No.**	Xrbia Hinjewadi A8-302 Village Nere Dattawadi
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030046401 Stamp Duty	25800.00	**Road/Street**	Taluka Mulshi
0030063301 Registration Fee	7350.00	**Area/Locality**	Pune
		Town/City/District	
		PIN	4 1 1 0 5 7
		Remarks (If Any)	
		PAN2=AACCH8001K~SecondPartyName=Xrbia Hinjewadi Developers Pvt	
		Sub-Cx=715008	
		Amount In Words	Thirty-Three Thousand One Hundred Fifty Rupees Onl y
Total	33,150.00		
Payment Details IDBI BANK		**FOR USE IN RECEIVING BANK**	

Cheque-DD Details		Bank CIN	Ref. No.	69103332018022016177 / 155001831
Cheque/DD No.		Bank Date	RBI Date	20/02/2018-18:07:43 / Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK
Name of Branch		Scroll No. , Date		100 , 21/02/2018

DEFACED ₹33150.00 DEFACED

THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PAUD) सह दुय्यम निबंधक, मुळशी (पौड) MULSHI(PAUD)

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

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-18-697	0005960515201718	21/02/2018-11:57:06	IGR034	7350.00
2	(iS)-18-697	0005960515201718	21/02/2018-11:57:06	IGR034	25800.00
			Total Defacement Amount		**33,150.00**

Print Date 21-02-2018 11:57:09

TRUE COPY

Bombhise

मूल्यांकन पत्रक (प्रभाव क्षेत्र - बांधीव)

20 February 2018,05:56:17 PM

Valuation ID 201802205219

मूल्यांकनाचे वर्ष	2017
जिल्हा	पुणे
तालुक्याचे नांव :	मुळशी
गांवाचे नांव :	मौजे :नेरे
प्रमुख मुल्य विभाग :	27
उप मुल्य विभाग :	27.2
क्षेत्राचे नांव	Influence Area

सर्व्हे नंबर /न. भू. क्रमांक :

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

मूल्यदर
31910

मोजमापनाचे एकक
चौ. मीटर

बांधीव क्षेत्राची माहिती

मिळकतीचे क्षेत्र -	22.368चौ. मीटर	मिळकतीचा वापर -	निवासी सदनिका	मिळकतीचा प्रकार -	बांधीव
बांधकामाचे वर्गीकरण -	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर-	Rs.31910/-
उद्वाहन सुविधा -	आहे	मजला -	1st To 4th Floor		

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर =(वार्षिक मुल्यदर * घसा-यानुसार नविन दर)
= (31910 * (100 / 100))
= Rs.31910/-

मजला निहाय घट/वाढ = 100% of 31910 = Rs.31910/-

A) मुख्य मिळकतीचे मुल्य = वरील प्रमाणे मुल्य दर * मिळकतीचे क्षेत्र
= 31910 * 22.368
= Rs.713762.88/-

D) लगतच्या गच्चीचे क्षेत्र 1.63चौ. मीटर
लगतच्या गच्चीचे मूल्य = 1.63 * (31910 * 40/100)
= Rs.20805.32/-

एकत्रित अंतिम मुल्य = मुख्य मिळकतीचे मुल्य + खुल्या जमिनीवरील वाहन तळाचे मुल्य + बंदिस्त वाहन तळाचे मुल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मुल्य + इमारती भोवतीच्या खुल्या जागेचे मुल्य + तळघराचे मुल्य + मेझेनाईन मजला क्षेत्र मुल्य
= A + B + C + D + E + F + G + H
= 713762.88 + 0 + 0 + 20805.32 + 0 + 0 + 0 + 0
=Rs.734568/-

Home Print

THE SEAL OF THE SUB-REGISTRAR OF MULSHI(PAUD) दुय्यम निबंधक, मुळशी (पौड) यांचे शिक्का ★ मुळशी (पौड) ★ MULSHI(PAUD)

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ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT ("Agreement") made at **Pune** this 21 Feb in the Christian Year **Two Thousand and** Eighteen.

BETWEEN

XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 929, "Mantri House", 1st Floor, F.C. Road, Pune - 411004, through its Authorized Signatory, **Mr. KISHOR P HINDGAONKAR** Age:27, Occ: Service, COMPANY PAN: AACCH8001K, having address at First Floor, "Mantri House", 929 F.C. Road, Pune – 411 004, hereinafter referred to as the **"THE PROMOTER",** (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors) of the **FIRST PART;**

AND

XRBIA DEVELOPERS LIMITED (formerly known as Eiffel Infocity Pvt. Ltd.), a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 929 F.C. Road, "Mantri House", Pune 411004, through its duly Constituted Attorney **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED,** through its Authorized Signatory, **Mr. KISHOR P HINDGAONKAR** Age:27, Occ: Service, having address at First Floor, "Mantri House", 929, F C Road, Pune – 411 004 hereinafter referred to as **"THE CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **SECOND PART;**

AND

(1) CHAITALI RAJESH SHAH Indian Adult, Occupation-**service**, Pan.No- **COLPS4541B** and **(2)_RAJESH CHIMANLAL SHAH** Indian Adult, Occupation-**service**, Pan. No-AALPS6256P both residing at **134/36, Zaveri Bazar, 2nd Floor, Mumbai 400002,** hereinafter referred to as "the Purchasers" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the survivor of them and the heirs, executors, administrators and permitted assigns of such survivor] of the **THIRD PARTIES.**

The Promoter, Confirming Party and the Purchaser are hereinafter, for sake of brevity, collectively referred to as **"THE PARTIES".**

WHEREAS:

A. The Confirming Party and two other co-owners were absolutely seized and possessed of or otherwise well and sufficiently entitled to certain lands forming a contiguous block admeasuring 58 Hectares 43.35 ares all situated at Village Dattawadi, Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and which lands are more particularly described in the **First Schedule** hereunder written and which contiguous block is hereinafter, wherever the context so permits, referred to as **"the said Larger Land"**;

B. The Confirming Party and the said two other co-owners were desirous of implementing a "Special Township Scheme" on the said Larger Land as contemplated under the Notification bearing No.TPS – 1804 / PUNE / RP / DCR / UD-13 dated 16.11.2005 issued by the Government of Maharashtra, Urban Development Department under Section 20 (4) of the Maharashtra Regional & Town Planning Act, 1966 and the Addendum thereto dated 06.01.2006;

C. Pursuant to Application made in that behalf by the Confirming Party and the said two other co-owners, the Maharashtra Pollution Control Board vide its letter dated 10.04.2006 bearing No. BO/RO (P&P)/364, granted consent to the Confirming Party and the said two other co-owners for development of the land/plot as new construction activities on the said Larger Land;

D. Pursuant to Application made in that behalf by the Confirming Party and the said two other co-owners, the Ministry of Environment and Forests (I. A. Division) of Government of India, vide its letter dated 27.12.2006 bearing No. 21-153/2006-IA-III, issued Environmental Clearance to the Confirming Party and the said two other co-owners for construction of Proposed Township on the said Larger Land;

E. Accordingly, pursuant to Application made in that behalf by the Confirming Party and the said two other co-owners, the Government of Maharashtra, Urban Development Department vide its Notification dated 08.07.2008 bearing No.TPS – 1807/99/ CR – 713/07/ UD – 13 notified the Special Township Project read with Letter dated 08.06.2009 and granted Locational Clearance to the Confirming Party and the said two other co-owners for implementation of a Special Township Scheme/Project thereon;

F. Pursuant to Application made in that behalf, the Office of the Collector, District Pune issued its Letter of Intent dated 05.01.2009 bearing No. PNA / NA/SR/ 355 / 08 in respect of the Special Township Project proposed to be implemented on the said Larger Land and, the time originally stipulated in the said Letter of Intent dated 05.01.2009 was extended from time to time from the Office of the Collector, District Pune on application made in that behalf by the Confirming Party and the said two other co-owners and the said Letter of Intent is valid and subsisting;

G. The Confirming Party and the said two other co-owners complied with the conditions stipulated in the said "Locational Clearance" and the said "Letter of Intent" so far as the same pertains to procuring Permissions / Consents / NOC of various Departments of the Government of India / Government of Maharashtra pertaining to setting up of the said Special Township Project on the said Larger Land;

H. The Confirming Party and the said two other co-owners procured the sanction of the Office of the Collector, District Pune for the Zoning Layout in respect of said Larger Land vide Letter dated 07.09.2010 bearing No. PMH/NA/SR/355/08, and Confirming Party and the said two other co-owners procured the sanction of the Office of the Collector, District Pune to the first revision for the Zoning Layout in respect of said Larger Land vide Letter dated 31.03.2012 bearing No. PMH/TS/SR/21/2012 and the promoters applied for revised permission and obtained the same from Office of Collector, Pune vide order dated 08.11.2013 bearing no PRH/TS/SR/29/2013 and dated 05.06.2014 bearing no PRH/TS/11/2014.

I. In pursuance of the aforesaid permissions, the Confirming Party and the said two other co-owners are developing a Special Township on the said Larger Land called "Xrbia Hinjewadi", which comprises of residential units (bungalows/flats), commercial units, educational institutes, health facilities, parks, gardens, recreation centers, town hall, library, public utilities (hereinafter referred to as the **"said Township"**);

J. Vide an Agreement dated 20/07/2012 [duly Registered under Serial No.**3633/2012** with the Sub-Registrar, Pune] executed by and between the Promoter and the Confirming Party and the said two other co-owners, the Confirming Party and the said two other co-owners granted rights of development to the Promoter in respect of the Plots of land bearing Numbers R- 22 to R- 29 out of the zoning layout sanctioned for the said Township together with the right of way over 18 Mtr. wide Road connecting to the Plots bearing Numbers R-22 to R- 29 to the public road, at or for the consideration and on the terms and conditions contained therein. Alongwith the above mentioned agreement the Confirming Party and the said two other co-owners also executed a General Power of Attorney dated-20.07.2012 in favour of the Promoter which is registered at Sr.No.3634/2012 in the office of Joint Sub-Registrar,Mulshi No.2, whereby the Confirming Party and the said two other co-owners authorized the Promoter to execute the present Agreement on behalf of the Confirming Party and the said two other co-owners and to duly register the same and admit execution before the concerned Sub-Registrar. The Plots bearing Numbers R- 22 to R- 29 out of the said Mater Plan together with the right of way over 18 mtr. wide road connecting to the said Plots to the public road are more particularly described in the **Part A of the Second Schedule** hereunder written and are hereinafter, wherever the context so permits, referred to as **"the said Total Plots"**;

K. Vide two Sale Deeds both dated 12/10/2012 [duly Registered under Serial Nos.**5611/2012** and **5612/2012** with the Sub-Registrar, Pune], the said two other co-owners sold and the Confirming Party herein, purchased all the respective right, title and interest of the said two other co-owners in the said Total Plots, so as to constitute the Confirming Party herein as the sole and absolute owner of the said Total Plots.

L. The Promoter has procured sanction from the Office of the Collector, District Pune for the Building Plans in respect of the construction of various buildings containing residential flats on the said Total Plots hereinafter collectively referred to as "the said Housing Complex", including a Building (hereinafter **"the said Building"**) containing Residential Units/Flats on a portion admeasuring **795.56** sq. mtrs. forming part of Plot bearing Number **R-29,** which said portion is more particularly described in **Part B of the Second Schedule** hereunder



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written and is hereinafter referred to as **"the said Land"** and is demarcated on the site plan annexed hereto as an attachment to the plan of the said Unit Annexure "C", hereinafter described;

M. The confirming party has applied to the Office of the Collector Pune for grant of permission for sale of residential flats / units in the said Housing Complex to be constructed by the Promoter on the said Total Plots (including the said Building proposed to be constructed on the said Land) as part of the said Township as contemplated under Regulation 6 of the Regulations for Development of Special Townships made by the Government of Maharashtra. The Collector has considered the above mentioned application for permission and process is going on for the grant of the application.

N. In the circumstances the Promoter is developing the said Total Plots by demarcating various portions out of the said Total Plots (including the said Land) and constructing on each such portion of the said Total Plots (including the said Land) a multi-storied building consisting of apartments for use as residences, shops, commercial establishments, hotels, restaurants or any other permissible user as designated by the Promoter, and dedicating each such portion of the said Total Plots (including the said Land) under the provisions of the Maharashtra Apartment Ownership Act, 1970 by causing the Confirming Party to sign and register a Declaration under the provisions of the said Act, in pursuance whereof the Promoter Shall, on completion of the said Building and on sale of all the units in the said Building, cause the Confirming Party to sign and register a Declaration under the provisions of Section 2 of the Maharashtra Apartment Ownership Act, 1970 and on completion of the all said buildings to be constructed on the said various demarcated portions of the said Total Plots (including the said Building proposed to be constructed on the said Land) and sale of the apartments therein (for specified user as may be designated by the Promoter) the Promoter shall execute and/or cause the Confirming Party to execute a Deed of Apartment by way of Lease in respect of a proportionate share in the said Land in favour of all the purchasers of apartments in the said Building,

O. The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Building as well as the Unit hereby agreed to be sold and of such documents as are specified under the Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as "The Ownership Flats Act") and the Rules made there under;

P. The Purchaser has, before execution hereof, had the title of the Promoter herein to the said Land independently verified through the Advocate of the Purchaser and the Purchaser has satisfied himself/ herself that the same is free, clear and marketable;

Q. A copy of **the Certificate of Title** issued by the Advocate of the Promoter, copies of **the Extracts of Village Form VII/XII** in respect of the said Total Plots (including the said Land) showing the nature of the title of the Promoter to the same, **a copy of the internal plan of the Unit** agreed to be purchased by the Purchaser along with a copy of the site plan of the said building and the said Land and a copy of **the said sanction of the said plans of the said proposed Building**. have been annexed hereto as **Annexure "A", "B", "C" and "D"** respectively;

R. The Purchaser, after being fully satisfied in respect of the title to the said Land and all permissions, plans etc. in respect of the said Building, has agreed to acquire a Residential Flat admeasuring **18.64** sq. mtrs. (equivalent to **201** sq. ft.) carpet area exclusive of the areas of balconies to the said Residential Flat bearing No .**302** to be situated on the **THIRD FLOOR** floor of the said Building "**A8**" forming part of the said Housing Complex to be constructed by the Promoter on the said Total Plots at or for the consideration and on the terms and conditions set out hereinafter, which said Residential Flat bearing **No. 302** is more particularly described in the **Part "C" of the Second Schedule** hereunder written and hereinbefore and hereinafter referred to for the sake of convenience and brevity as **"the said Unit"**;

S. The Purchaser hereby expressly confirms that he/she has entered into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the documents, plans, orders, sanctions, approvals, schemes including the right and entitlement available to and reserved by the Promoter in these presents;

T. It is clarified by the Promoter that the building plans and the layout plans for the said Residential Buildings though approved by office of Collector, Pune are tentative and are liable to be changed and/or revised or amended as per the requirements of the Promoter and/or as may be ultimately approved/sanctioned by office of Collector, Pune and other concerned public bodies and authorities. The Promoter reserves the right to do so without obtaining any consent / permission / approval from the Purchaser and this right of the Promoter is acknowledged and accepted by the Purchaser;

U. The Promoter and Confirming Party have informed and explained to the Purchaser and the Purchaser has agreed that the development of the said Township on the said Larger Land shall be in a phased manner and will be completed in the due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Housing Complex shall also be developed in a phased manner and will be completed in due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Building proposed to be constructed on the said Land will consume more FAR than the FAR of the said Land by utilizing further FAR from the said Total Plots other than the said Land. In the circumstances the Purchaser agrees that any increase in FAR or any other development potential whatsoever, whether by way of loading TDR from outside or Fungible FSI (FAR) or otherwise howsoever in respect of the said Land at any time heretofore, and, in particular, upto the extent and point that such increase raises the FAR or other development potential of the said Land to equate the FAR or other development potential now being consumed in the said Building, shall belong absolutely to the Promoter/ Confirming Party who shall be entitled to utilize the same by putting up further construction anywhere on the said Total Plots and/or the said Larger Land, but other than on the said Land or the said Building;

V. Relying upon the same as stated hereinabove, the Promoter agrees to sell the said Unit to the Purchaser on the terms and conditions hereinafter appearing;

W The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Projecct and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

X while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said project land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

Y The Promoter has accordingly commenced the construction of the said building/s in accordance with the sanctioned plans as are approved by the concerned authority.

Z Under Section 4 of the Ownership Flats Act, read with section 13 of the Real Estate (Regulation and Development) Act 2016, the Owner/Promoter are required to execute a written agreement for sale of the said Unit with the Purchaser/s being, in fact, these presents;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The recitals as mentioned hereinabove form an integral and operative part of this Agreement and this Agreement shall be read, understood and construed accordingly.

2. The Promoter is proceeding with the construction work of the said Building on the said Land more particularly described in the Part B of Second Schedule hereunder written.

3. The said Building to be constructed by the Promoter on the said Land shall be constructed by the Promoter in accordance with the plans and specifications sanctioned by the Collector of District Pune and which the Purchaser has seen and approved, but which said specification may be amended from time to time as aforesaid.

4. The Purchaser hereby declares that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser has taken full and free inspection of, inter-alia, the following:

a) Nature of the title of the Promoter to the said Land along with the relevant Documents.

b) All the plans and specifications sanctioned by the Office of the Collector of District Pune in respect of the said Building proposed to be constructed upon the said Land.

c) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.



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d) All the particulars of design and materials to be used in the construction of the said Unit hereby agreed to be sold.

e) The nature of organization of persons to be constituted of all purchasers of Units in the said Building and to which title to the said Building is to be passed under the Maharashtra Apartment Ownership Act, 1970 by way of a Deed of Apartment by way of a Lease of the said Land proportionately and sale of the Unit agreed to be sold;

f) The various amounts that are to be paid, inter alia, towards the ground rent, revenue assessment and other taxes and water and electric charges, including water deposit and electricity deposits as are applicable for the time being in force.

5. The Purchaser hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser, with full knowledge thereof, has entered into this Agreement.

6. The Promoter declares that:

(a) The said Unit shall be constructed in accordance with the plans and specifications approved and sanctioned by the Office of the Collector of District Pune and as may be amended from time to time as aforesaid.

(b) The Promoter shall give possession of the said Flat to the Purchaser/s on or before 31st December 2017 subject to providing all necessary infrastructure and amenities like club house etc. in the entire project/phase as proposed by the promoter herein to the purchaser within 12 months from the date of 31st December 2017 as the construction of the project is to be initiated in phases. provided that the Purchaser shall have made payment of the installments towards the purchase price of the said Unit and other charges as agreed upon without delay at the times stipulated for payment therefore and also subject to force majeure conditions and other factors beyond the control of the Promoter.

(c) The carpet area of the said Unit exclusive of the area of balconies therein shall be **18.64** sq. mtrs. (equivalent to **201** sq. ft.) (Subject to a maximum variation of 3%. Accordingly the Purchaser agrees to pay towards the area increased if any and similarly the Seller agrees to refund amount towards the area decreased if any) as per the **copy of plan of the said Unit** annexed hereto as **Annexure "C"**. The Carpet area of the said Unit is **18.64** Sq. Mtrs. Along with **1.63** Sq. Mtrs Balcony and **0** Sq. Mtrs terrace area as per the Real Estate (Regulation and Development) Act 2016.

(d) The mutually agreed lumpsum price of the said Unit inclusive of the proportionate price of the common areas and facilities and limited common areas of the said Building is Rs. **714,680.00/- (Rupees Seven Lakh(s) Fourteen Thousand Six Hundred Eighty Only)** VAT & Service Tax as applicable is payable by the Purchaser. Save as otherwise expressly set out herein, it is hereby expressly agreed by and between the Parties that the time shall be essence of this Agreement for payment as mentioned in this agreement and for complying with the terms and conditions of this Agreement.

(e) The Promoter shall not later than 6 Months from the date of completion of the last building in the said Housing Complex ensure that leasehold title (by way of a Deed of Apartment by way of Lease in perpetuity) to the said Land is granted to the purchasers of the units in the said Building in the proportion that the area of each unit bears to the aggregate area of the entire said Building.

7. The said Unit hereby agreed to be sold is intended and shall be used for permissible Residential purposes only and the Purchaser undertakes that the said Unit shall not be used by the Purchaser for any other purpose whatsoever.

8. The Purchaser hereby accepts and shall always be deemed to have accepted the title of the Promoter to the said Land and he/she agrees not to raise any requisition or objection in respect thereof.

9. As mentioned above, the Purchaser has agreed to acquire Flat No **302** on the **THIRD FLOOR** of the said Building no. **A8** in the said Housing Complex as per the copy of the

plan of the said Unit hereto annexed and marked as Annexure "C". The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the Third Schedule hereunder written and to demand from the Purchaser the aggregate of the **installments towards the balance agreed consideration amount** mentioned in the **Third Schedule** hereunder written to be paid on completion of such stages of construction/Items of Work. The Purchaser shall make payment of all installments towards the balance agreed consideration amount to the Promoter by Demand Draft or by local Cheques, if the Branch of the Drawer Bank is situate in Pune. The Purchaser agrees and confirms that the certificate of the Promoter shall be conclusive proof that the plinth or the casting of the respective slabs or any other items of construction work are completed as mentioned in the letter of intimation from the Promoter to the Purchaser, and the Purchaser shall make payments as herein provided, time being of the essence of this Agreement. The Purchaser agrees that he/she shall not be entitled to raise objections with regard to the completion of the plinth or casting of the respective slabs or the other items of construction work or the certification of the same by the Promoter.

10. The Unit agreed to be acquired by the Purchaser herein shall be provided with the **amenities and shall be built as per the specifications** which are set out in the **Fourth Schedule** hereunder written. However, it is specifically agreed between the parties hereto that the Promoter shall have the right to change the said amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or the Promoter feels it would be better and/or for any other reason beyond the control of the Promoter.

If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are as close to and similar to the original items as is reasonably possible. The Purchaser agrees not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

11. The Purchaser admits having taken inspection of all the documents required to be given by the Promoter under the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made thereunder. The Purchaser hereby agrees and confirms that the Promoter shall be entitled to exercise the powers and authorities set out below as if the Purchaser had given written prior consent to the Promoter as required under the provisions of the said Act. The Purchaser hereby confers upon the Promoter the right and authority for the purposes set out herein below :

a) The Promoter and Confirming Party have explained to the Purchaser and the Purchaser has agreed that the development of the said Township on the said Larger Land shall be in phased manner and will be completed in the due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Total Plots and the said further buildings in the Housing Complex shall also be developed in a phased manner and will be completed in due course of time. The Promoter and the Confirming Party have also informed the Purchaser and the Purchaser has agreed that the said Building proposed to be constructed on the said Land will consume more FAR than the FAR of the said Land by utilizing further FAR from the said Total Plots other than the said Land. In the circumstances the Purchaser agrees that any increase in FAR or any other development potential whatsoever, whether by way of loading TDR from outside or Fungible FSI (FAR) or otherwise howsoever in respect of the said Land at any time heretofore, and, in particular, to the extent and point that such increase raises the FAR and other development potential of the said Land to equate the FAR or other development potential now being consumed in the said Building, shall belong absolutely to the Promoter/Confirming Party who shall be entitled to utilize the same by putting up further construction anywhere on the said Total Plots and/or the said Larger Land, but other than on the said Land or the said Building. The Promoter shall be entitled to consume the present as well as such future F.A.R. as may be available in respect of the said Land or any part thereof or consume F.A.R. which may be procured by the Promoter by way of Transfer of Development Rights ("TDR")/ Fungible FSI or additional FAR or otherwise howsoever which may become available for carrying out construction on the said Total Plots and/or the said Larger Land on account of any change in the Development Control Regulations or as per the applicable law in force from time to time or otherwise howsoever on the said Land at present or in future and for the purpose of consuming such balance and/or additional F.A.R. to construct extensions and/or additional floors and/or additional Building/s as the Promoter may think fit and proper.

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b) After consuming such balance and/or additional F.A.R. by constructing extensions and/or additional floor/s containing Units, the Promoter shall be entitled to sell such Units for such permissible user as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in its absolute discretion deem fit.

c) The Promoter shall also be entitled to consume additional F.A.R. and/or balance available under Building Rules or by any special concession being granted by the Office of the Collector of Pune or any other authorities including the F.A.R. available in lieu of road widening, set back, reservation etc.

d) The Purchaser of the Unit agreed to be sold hereunder and all the other purchasers of units in the said Building to be constructed on the said Land shall not have any right, title, claim or interest in respect of the open spaces, parking spaces and common areas of the said Total Plots and/or the said Housing Complex and/or the said Township. The Purchaser shall only acquire a right in the said Land and only after the Promoter declares that the project is completed and till then the rights of the Purchaser are confined only to the Unit hereby agreed to be sold and access thereto over the shortest exit/entry from any public road.

e) Irrespective of whether the possession of the Unit being given to the Purchaser and/or management of the said Housing Complex being given to an Ad-Hoc Committee of the purchasers of Units in the said Building, the rights under this Clause and/or under this Agreement reserved for the Promoter for exploiting the potential, both present and future, of the said Land shall subsist and shall continue to vest in the Promoter as shall be reserved to the Promoter in the said Deed of Apartment by way of lease.

f) The Promoter shall construct the said buildings on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Flat of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

g) The Promoter and Confirming Party shall be entitled to lay Drains, Sewers, Gas, Water & Electrical Pipelines, Telecom Conduits and other Installations over/under the said Land/the said Building as part of development of the said Special Township on the said Larger Land.

The Purchaser and/or the Association of Apartment Owners of the purchasers of the Units in the said Building shall not raise any objection on any ground as the Promoter's rights reserved herein.

12. The Purchaser shall not be allowed to make use of the terraces over the top floor of the said building wherein the said Unit is housed which will be exclusive property of the Promoter, subject only to right access to the Association of Apartment Owners to attend to any leakage from the terraces or to carry out any repairs or to install, repair and maintain any TV Antennae of purchasers of Units in the said Complex.

13. The Promoter shall be entitled to grant the exclusive right to use, occupy and enjoy all or any of the terraces in the buildings of the said Housing Complex to be constructed by the Promoter on the said Total Plots/Larger Land to one or more of the purchasers of the Units therein. Such terraces, the exclusive use, occupation and enjoyment of which have been granted by the Promoter as aforesaid shall constitute restricted common areas and facilities as contemplated under the Ownership Flats Act, 1963. Before execution hereof the Purchaser has been provided with details of the exclusive right of user to certain purchasers of units in the said Building of certain terraces already granted/agreed to be granted by the Promoter in the said Building prior to the date of execution hereof.

14. It is agreed between the parties hereto that if the Promoter fails to give possession of the said Unit in accordance with the terms of this Agreement on the date mentioned in Clause 6(b) hereinabove, or if, the Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Unit by the said date and after a period of three months if those reasons still exist, then in such case, instead of the said Unit, the Promoter shall, without prejudice to its rights reserved hereunder, be liable to refund the amounts already received by it in respect of the said Unit from the Purchaser (save and except any amount received by way of V.A.T., service tax or any such other tax/levy)with simple interest thereon at the rate of 9% per annum from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser and the said amount and interest shall be a charge on the said land and construction thereon to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Unit on the aforesaid date, if the completion of building in which the Unit is to be housed is delayed on account of:

i) War, Civil commotion or act of God.

ii) Any notice, order, rule, notification of Government and/or Municipal or other public or competent authority which prevents the Promoter from carrying out with the work of development and construction on the said Land.

iii) Any delay on the part of the Office of the Collector of Pune or any other Public Body or Authority, including the M.S.E.D.C.L. in issuing or granting necessary Certificates / NOCs / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Housing Complex under construction by the Promoter on the said Land.

iv) Force-majeure Causes or other reasons beyond the control of the Promoter.

v) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s

The Purchaser shall take possession of the said Unit within seven days of the Promoter giving written notice to the Purchaser intimating that the said Unit is ready for use and occupation and in that behalf comply with all necessary legal formalities. Upon the Purchaser taking the possession of the said Unit, he/she shall have no claim against the Promoter in respect of any item or work in the said Unit which may be alleged not to have been carried out or completed.

Provided further that the Purchaser shall not without the prior consent of the Promoter carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the defect liability of the Promoter shall automatically become void and Purchaser shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works.

Also it is mutually agreed that the statutory liability period will start from the date of the Promoter offering to the Purchaser vacant possession of the said Unit. The Purchaser shall take possession of the said Unit after inspecting the same and satisfying himself / herself that the same has been constructed in accordance with the sanctioned Building Plans in respect thereof and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect at actual on providing the bill from a registered service provider.

15. The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement on the stipulated dates. It is hereby agreed that the time for payment is the essence of the contract. Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (after adjustment and recovery of any agreed liquidated damages amounting to Rs. _____/-(50% of Agreement Value) along with outstanding interest on due which is payable by the purchaser/s to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Purchaser/s to the Promoter.

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16 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat/Plot] to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession.

17. The Purchaser has been expressly made aware by the Promoter of the fact that the Promoter has made and will be required to make a substantial investment in the Building to be constructed on the said Land and for due completion thereof and that relying, interalia, on the assumption that the Purchaser herein and the other purchasers of units in the said Building will make payment of the installments towards the balance purchase price of their respective Units at the times stipulated for payment thereof, the Promoter has undertaken statutory and contractual liabilities towards the Purchaser herein and the purchasers of other units in the said Building. The Purchaser has been fully made aware of the fact that if the Purchaser herein seeks to rescind the proposed purchase of the said Unit (except on account of any undue delay on the part of the Promoter in completing the said Building and the said Unit), such rescission shall adversely affect the said Building being constructed by the Promoter on the said Land as a whole. Keeping the above facts and circumstances in mind, it has been agreed by and between the Promoter and the Purchaser that in the event of the Purchaser not being desirous of purchasing the said Unit and, as a consequence, the Purchaser seeking to rescind these presents, the Promoter shall be obliged to refund without interest, only the balance amount of all payments made by the Purchaser to the Promoter under the terms hereof upto the date of such cancellation, after deducting therefrom a sum amounting to 20% of the amount received from the customer plus interest levied at 18% if due on the outstanding amounts and after deducting taxes and levies, which said deductions shall stand forfeited. Further, the Promoter shall be liable to make such refund only after the Promoter has re-sold the said Unit and after the Promoter has received monies due from any such new prospective purchaser of the said Unit. In the circumstances contemplated above, on the Purchaser intimating to the Promoter that the Purchaser is desirous of rescinding this Agreement, this Agreement shall be deemed to stand cancelled by mutual consent of the parties hereto on and from the date the Promoter receives such written intimation from the Purchaser. But if the customer has availed loan from any Bank or Financial Institution by mortgaging the said flat / unit, then the cancellation would take effect only after the receipt of no dues certificate from such Bank / Financial Institution. The Purchaser shall have only a money claim against the Promoter to the extent of the amount to be refunded by the Promoter to the Purchaser and shall forthwith cease to have any rights in the said Unit. However, under any circumstances whatsoever, if the Purchaser has availed of any housing loan from any bank/housing finance institution for purchase of the said Unit, subject to the first right of the Promoter to receive any monies due to the Promoter from the Purchaser, such bank/housing finance institution shall have the prior right to repayment of any monies due to it over all other persons (save and except the Promoter), from any monies to be refunded by the Promoter to the Purchaser as aforesaid.

18. The Purchaser agrees to sign and deliver to the Promoter before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoter for the formation of the Association of Apartment Owners.

19. Until the execution of the said Deed of Apartment by way of lease as is hereinafter provided and/or possession of the said Land is delivered by the Promoter to the purchasers of units in the said Building and the formation of the said Association of Apartment Owners and intimation of the same is received by the Purchaser from the Promoter, the Purchaser shall be bound and liable to pay to the Promoter regularly and punctually all contributions and other amounts required to be paid by the Purchaser to the Promoter under this Agreement and the Purchaser shall not withhold any such payment to the Promoter. The Purchaser shall be liable to make payment of interest at the rate of 18% per annum on any such contributions liable to be made by him/her from the date the same became payable up to payment thereof. However, if the Promoter in its absolute discretion so desires, it shall be entitled to entrust the management of the said Land and the Building thereon to an Ad-Hoc Committee of the unit purchasers for looking after maintenance and management thereof only including collection and disbursement of contributions from the purchasers of units in the said Building towards payment of outgoings and expenses referred to herein, then in such event, the Promoter shall not be under any obligation or liability to collect the said contributions or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefore or any matter concerning maintenance or management of the said Land and the said Building and the liabilities in that behalf shall be that of the Ad hoc Committee of the purchasers. In the event of the management being entrusted as provided hereinabove, the right so granted to

the Ad- hoc Committee shall extend only to manage the said Land and the said Building standing thereon and the common areas thereof etc. and pay the outgoings.

The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.

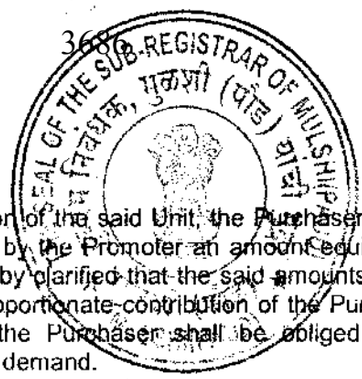
20. After the Promoter executes this Agreement Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Unit/Flat.

21. The Purchaser is aware that the Promoter shall be collecting and disbursing the maintenance, taxes and all other outgoings in respect of the said Land as also the common expenses of maintenance and management of the said Land and the said Building thereon until such time as the execution of the said Deed of Apartment by way of lease and formation of the said Association of Apartment Owners as aforesaid or until management of the said Land and Building thereon is entrusted to an Ad-Hoc Committee as mentioned in the last preceding clause and it shall be the paramount responsibility and obligation of the Purchaser to pay all the outgoings regularly. In the event of default being committed by the Purchaser herein or any of the purchasers of any other units in the said Building, the Promoter shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the collective responsibility of all the purchasers of the units in the said Building who together shall be deemed to be Managers under the provisions of the Ownership Flats Acts 1963 in respect of the units possession whereof has been given by the Promoter.

22. The purchasers of all units in the said Building, including the Purchaser herein, shall join as a member of the Association of Apartment Owners. The Purchaser shall, within seven days from the Promoter calling upon him/her to do so, execute all deeds, documents and papers for or in connection with the formation of the said Association and the bye-laws of the condominium or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser agrees to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and purchasers of the units may be affected, prejudiced and endangered in any manner or likely so to be.

23. The purchasers of all such units in the said Building shall be admitted, as members of the said Association which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser and other members of such Association without any reservations or conditions. However, it is clarified that before the Purchaser herein is admitted as Member of any such Association, the Purchaser shall have paid/cleared all his/her dues under the terms hereof to the Promoter, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Building. No transfer fees, premium or any other amounts save and except nominal entrance fees and other monies paid by all the purchasers at the time of formation, shall be charged from the Purchaser.

24. Commencing a week after Notice in writing is given by the Promoter to the Purchaser that the said Unit is ready for use and occupation, the Purchaser agrees and binds himself / herself to pay a proportionate share as may be determined by the Promoter of all the outgoings in respect of the said Land and the said Building thereon including all the government rates, taxes and charges and collector/s bills, electricity and water deposits, insurance of common facilities/installations, electricity bills, common lights and electric installations, water charges, watchman and sweepers, wages, sanitation, addition and alteration, oil painting, colour washing, repairs etc. more particularly and specifically mentioned in the **Fifth Schedule** hereunder written and all other outgoings and expenses of and incidental to the management and maintenance of the said Land and the said Building thereon. Until the taxes, etc. are fixed and the exact amount worked out for each Unit, the Purchaser shall pay the provisional monthly outgoings detailed in Clause 24 below. The Purchaser shall indemnify and keep indemnified the Promoter against the aforesaid taxes and other payments and expenses. If, on account of failure on the part of the Purchaser and purchasers of any units to pay such proportionate share, any concerned authorities take any action for recovery of the same, the Promoter shall not be liable or responsible for any loss or damage which may be suffered by the Purchaser on account of the said action.



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25. On or before taking possession of the said Unit, the Purchaser agrees to deposit with the Promoter an amount decided by the Promoter an amount equivalent to twelve months of projected outgoings. It is hereby clarified that the said amounts are mere estimates made by the Promoter and if the proportionate contribution of the Purchaser herein exceeds the amounts mentioned above, the Purchaser shall be obliged to deposit the additional amounts with the Promoter on demand.

26. The Promoter shall not be liable to share in the payment of any maintenance charges, electricity charges and water charges in respect of unsold Units in the said Building so long as the same are vacant and unoccupied.

27. The Purchaser shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge such as VAT, Service Tax, LPT (as and when applicable) and/or any other such Taxes/levies as are or as may be levied by the State or Central Government or any other Authority from the date hereof upto before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser hereby agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser of any such taxes, duties etc. Such taxes/levies shall be non-refundable in the event that the purchase of the said Unit is cancelled for any reason.

28. The Purchaser hereby irrevocably consents and authorizes the Promoter to represent him/her it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter may, till the formation of the said Association of Apartment Owners represent the Purchaser and his/her interest and give consent, NOC's and do all necessary things in all departments of the Office of the Collector of Stamps, Pune, Roads, Water and other Government Departments, MSEDCL etc., on behalf of the Purchaser and whatsoever acts, done by the Promoter on behalf of the Purchaser shall stand ratified and confirmed by the Purchaser and the same shall be binding on the Purchaser.

29. It is hereby clarified that the Promoter herein shall be deemed to be a liaisoning agency for applying for all municipal and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose.

    However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such legal body or authority or MSEDCL in providing such amenities, services or facilities to the Housing Complex on the said Land or to the Unit agreed to be sold hereunder.

30. It is hereby expressly agreed that the Purchaser shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Promoter pursuant hereto including the proportionate Stamp Duty payable on the Deed of Apartment by way of Lease to be executed in pursuance hereof, the Deed of Declaration to be executed and registered the costs of formation of the condominium and the Association of Apartment Owners, the bye- laws of the condominium etc.

31. In the event of the said condominium / association of apartment owners being formed and registered before the sale and disposal by the Promoter of all the units in the said Building, the powers and the authority of the condominium / association of Apartment owners so formed of the Purchaser and other holders of the units shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the said Land and Building and, in particular the Promoter shall have absolute authority and control as regards the unsold units and disposal thereof. The Purchaser hereby agrees and confirms that in the event of the condominium / association of apartment owners being formed before the Promoter deals with or disposes of all the units in the said Building to be constructed on the said Land then and in that event the purchasers of the unsold units from the Promoter shall be admitted to the membership of such condominium / association of apartment owners on being called upon by the Promoter without payment of any premium or any additional charges save and except for the and entrance fee and such purchaser thereof shall not be discriminated or treated prejudicially by such condominium/association of apartment owners.

32. The Confirming Party shall have total discretion in the matter of development and maximum exploitation of the said Larger Land and the said Township and the Promoter shall have total discretion in the matter of development and maximum exploitation of the said Total

Plots and the said Housing Complex and they shall be entitled to develop, construct, sell and dispose of flats in the other towers/ buildings constructed in the said Larger Land and said Total Plots and the said Housing Complex respectively without being objected by the purchasers of the units in the said Building (including the Purchaser herein).

33. As per the township scheme there will be a floating FSI available on the said Larger Land. The Confirming Party and the Promoter jointly as may be mutually agreed between them are entitled to consume the unused FSI of the said Larger Land anywhere in the said Township and/or the said Total Plots and the Purchaser has given his absolute consent thereto.

The Confirming Party shall be entitled to add and amalgamate adjoining lands to the said Larger Land.

The Purchaser has entered into these presents and has agreed to purchase the said Unit from the Promoters with full knowledge of the fact that the Confirming Party have acquired/proposes to acquire lands in the vicinity of the said Larger Land and the Confirming Party have reserved their right to amalgamate such lands with the said Larger Land and to develop the said Larger Land and such amalgamated lands as one Township, as also the Confirming Party and Promoter have reserved the right to revise the said layout and building plan/ or sub-divide the said Larger Land or any such amalgamated land, provided however that such changes shall not materially affect the internal plan and location of the Unit agreed to be sold hereby.

34. The Promoter shall always have a right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Purchaser as per prevailing laws, rules, regulations, notifications, by-laws etc.

35. In the event any portion of the said Land being required by any utility/ service provider for installing any electric sub-station/ transformer/ tower, gas bank machinery, plants, buildings etc., the Promoter shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Promoter deems fit and/or as per the requirement of such utility/service provider or as per applicable law/rules/regulations. The Purchaser or the condominium / association of apartment owners shall not be entitled to raise any objection in this regard.

36. The Promoter and Confirming Party shall be entitled to use, enjoy and enforce all the rights, liberties and privileges as per the said Township Regulations.

37. The Purchaser or himself with intention to bring all persons in to whosoever's hand the Unit may come, doth hereby covenants with the Promoter as follows:

a) To maintain the Unit at the Purchaser's own cost in good tenantable repair and condition from the date of possession of Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof.

b) Not to store in the Unit any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situate including entrances of the said building and in case any damage is caused to the building in which the Unit is situate or the Unit itself on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.

c) To carry out at his/her own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffering to be done anything in or to the building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority other public authority.

d) Not to demolish or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the building in which the Unit is situate and shall keep the pipelines, sewers,

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drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the Unit without the prior wrote permission of the Promoter and/or the Association of Apartment Owners.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance (if any) of the said Land and the building in which the Unit is situate or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) It is expressly agreed between the Promoter and the Purchaser that the said Unit shall be utilized for residential purposes only and not for any other purposes whatsoever including the own profession of the Purchaser.

The Purchaser agrees not to change the user of the said Unit without prior consent in writing of the Promoter and any unauthorized change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement. It is clearly agreed and understood that all present or future owners, tenants/occupants, future tenants/occupants or any other person that might use the Unit in any manner, are subject to the provisions of this Agreement and that the mere acquisition or rental of the Unit or the mere act of occupancy thereof shall signify that the provisions of this Agreement are accepted and ratified. The Unit shall not be rented or given on leave and license or care-taker basis by the Purchaser for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the Unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations. However the Purchaser shall have the absolute right to lease the Unit or give it and leave and license or care-taker basis provided that said lease or leave and licence or care-taker basis is made subject to the covenants and restrictions contained in this Agreement and the Declaration and the Deed of Apartment by way of lease to be executed in pursuance hereof and further subject to the Bye-laws of the Condominium to be formed in pursuance hereof.

g) Not to affix sign boards or advertisements outside the said Unit or on any part of the said Building nor to affix any neon or other lights anywhere on the said Building. No signs of any kind shall be exhibited in any way on or about any Unit, the Building in which the Unit is located or any of the Common Facilities therein, no signs of any kind for any purposes, except legal public notices, shall be erected, posted, painted, or displayed on any Unit or the Building.

h) The attention of the Purchaser is drawn to the realization that all the proposed buildings are being constructed as a theme complex and has been designed to provide the purchasers with the ambience of a luxury resort.

The elevation of the said Building and the entire surroundings has been designed to create the atmosphere of the said theme. The said design is the outcome of meticulous planning of every detail and at a considerable cost. The arrangement of the features on the external faces of the said Building and the surrounding area is such that even a small variation of the same would cause disharmony. The Purchaser therefore specifically agrees and undertakes to maintain the said elevation strictly in accordance with the designs created by the Promoter's Architects and not to change or in any way do anything that affects directly or indirectly the elevation or colour scheme of the said Building and surrounding area. The Purchaser agrees not to fix grilles, split air-conditioning units or window units other than the places provided for the same. In the event that the Purchaser should commit a breach of this Clause, he/she shall be liable for the costs and consequence thereof and, in addition, the Promoter/Confirming Party and/or the Manager of the Condominium, shall be entitled to enter the said Unit or any part of the said Building and to carry out such work to restore the said elevation and/or colour scheme and to recover the cost of such work from the Purchaser. The necessity of maintaining the exterior of the Unit and keeping Common Facilities in a neat, clean and attractive manner is important to the Township.

No unit owner shall be allowed to hand/keep clothes outside their unit for drying. Objectionable materials are not to be stored in the Unit. Unit owners shall maintain the interior of their unit including, in particular, the water, power, sewage, telephone utilities servicing the unit in good and tenantable repair and the owners of all units in any particular building shall jointly maintain the exterior of such building as also the Common Facilities therein, in a good state of repair and condition. The Promoter has final authority to request the unit owner and/or units owners jointly as the case may be, to repair and maintain the Unit and/or Building and to correct or remove any objectionable condition. The Promoter shall hand deliver, or send by first- class mail, any such complaint to the owner of the offending unit with a request to correct the problem. Such request shall contain (1) a

description of the offense, (2) the time within which the owner must respond with either sufficient assurances that the problem will be immediately corrected or correct the problem, and (3) the estimated amount to be assessed to the unit owner if the Promoter is compelled to correct the problem. If problems are not corrected, or no adequate assurance is given within 10 days after the request is sent, the Promoter may have the necessary work done and assess and bill the unit owner for the costs. Such assessment shall be the personal obligation of the unit owner and shall be a lien against his/her unity. No antennas or other device for the transmission or reception of television or radio signals or any other form of electronic radiation shall be erected, used or maintained outdoors on any unit or protruding out of the unit or anywhere on the Building or elsewhere in the Common Facilities. No owner of any unit shall interfere with the established drainage pattern. No individual sewage disposal system shall be permitted in the Building.

i) The Promoter has made substantial efforts and spent substantial money by providing facilities to the said Building by installing various civil, mechanical and electrical items. It is imperative that the same is as far as possible maintained by the manufacturers and/or authorized service agents. As such the Purchaser undertakes to maintain the said equipment by giving the service, repair, maintenance contract as far as possible to the original manufacturer of the said equipment and/or to their authorized service agents.

j) If any balance and/or additional F.S.I./TDR/Fungible FSI or any other further benefits/development potential become available at any time the Promoter shall be solely entitled to such benefits and shall be entitled to demolish any structure (save and except the said Building unless with the consent of all the purchasers of units in the said Building) belonging to the Promoter and to reconstruct the same or to put additional construction on any such structure as may be allowed by the Sanctioning Authorities and to sell or otherwise deal with same and the Purchaser will not object to the same and will not be entitled to any benefits arising out of the same. If any such additional construction is sold by the Developer as a unit, the Purchaser thereof will be entitled to join the said Association of Apartment Owners and the Purchaser herein shall not object to the same.

k) The Purchaser shall observe and perform all rules and regulations of the proposed Condominium and the additions, alterations or amendments thereto that may be made from time to time for the protection and maintenance of the said Building and the units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the concerned local authority or the Government and/or any other public body or authority. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the proposed Condominium regarding the occupation and the use of the said units in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement;

l) The Purchaser shall not exempt himself/herself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his unit. Similarly each of the unit owners shall be irrevocably bound and liable to comply with and perform all the terms and conditions of the said Lease to be granted by the Promoter to the unit owners as aforesaid it being amply clear that the Promoter has agreed to dedicate the said Land under the provisions of the Maharashtra Apartment Ownership Act, 1970 as contemplated by this Agreement and to sell to the Purchaser the said Unit strictly on the clear understanding that the rights of the Purchaser in the said Land shall be governed strictly in accordance with the terms and conditions of this Agreement, the said Declaration and the said Deed of Apartment and Byelaws of the Condominium to be executed in pursuance hereof as aforesaid.

m) The Purchaser shall permit the Promoter and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Unit and the said Building or any part thereof to view and examine the state and condition thereof;

n) Easements and rights-of-way in the Unit of the Purchaser and in the Building in which the Unit is located and the said Land shall continue to be expressly reserved in the Promoter for the purpose of future construction of any structure at any time as well as for the creation, construction, and maintenance of utilities, such as gas, water, telephone, electricity, sewers, storm drains, TV cable, public, quasi-public or private, as well as for any public, quasi-public or private utility or function deemed necessary or expedient for public health, safety and welfare.

o) No animals, livestock or poultry of any kind other than traditional house pets shall be kept or maintained in any unit in the Building. Dogs and cats, or other traditional household pets

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may be kept in a unit, provided they are not kept, bred or maintained for commercial use or purposes. Household Pets are not allowed in any of the Common Facilities.

p) No noxious or offensive activities shall be carried in any unit nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

q) Not to throw dirt, rubbish, rags, garbage or other refuge or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the Unit is housed.

r) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser viz. user for any purposes other than the permissible residential purpose

s) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed thereof by the Promoter.

t) Not to lay/ install over the exterior of the building in which the said Unit is housed or the Common Areas thereof such as staircases, landings and ducts thereof, any Electrical, Telecom Lines or Conduits except at such locations and places as may be prescribed thereof by the Promoter.

u) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae Projects remains outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof except at such locations and places as shall be reserved for installation of such Dish and other Antennae by the Promoter.

v) The Purchaser shall not let, transfer, assign or part with the Purchaser's interest or benefits under this Agreement or part with the possession of the Unit until all dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has procured the prior written permission of the Promoter for any such assignment or transfer.

w) The Purchaser shall observe and adhere to all the rules and regulations which the condominium formed of all purchasers/ allottees of Units in said Building may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the condominium regarding the occupation and use of the Unit and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.

vii) Till the execution of Deeds of Apartment by way of Lease of the said Land is effected in favour of the purchasers of the units in the said Building in proportionate shares and even thereafter, the Purchaser shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and Building or any part thereof to view and examine the state and condition thereof.

y) The Purchaser hereby irrevocable consents to abide by all the terms and conditions, rules and regulations detailed herein as elsewhere in this Agreement (including the recitals) as well as the said Declaration, Deed of Apartment by way of Lease, Byelaws of the Condominium to be executed in pursuance hereof as aforesaid, and failure to observe and perform the said terms, conditions, rules and regulations shall constitute a breach of the terms of this Agreement subjecting the Purchaser to penalties and consequences. All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the Unit. The Purchaser by accepting a deed or contract to purchase the Unit accepts the same subject to these covenants, restrictions, reservations, and servitudes and further agrees for himself/herself, his/her heirs, successors and assigns to be bound by each such covenants, restrictions, reservations, easements and servitudes, jointly and severally.

Each and every one of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be independent and separate agreements. In the event any one or more of such agreements shall for any reason be held to be invalid or unenforceable, all remaining shall nevertheless remain in full force and effect. The Promoter shall have the right to enforce, by any means available, all covenants, restrictions, reservations and servitudes herein, now and hereafter adopted. Failure by the Promoter to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action brought by Promoter against any unit owner to enforce any term, condition or covenant herein contained, or for a

declaration of rights with respect thereto, the prevailing party shall be entitled to recover in addition to costs, a reasonable sum fixed by the court as and for attorney's fees.

38. The Promoter shall comply with all the requirements of the office of the Collector, District Pune for sanction of a water connection of the requisite capacity for the said Housing Complex to be constructed on the said Land. However, the Purchaser herein has been made expressly aware by the Promoter that till such time as such water connection is procured and sufficient water becomes available for the said Housing Complex through such water connection, the requirement of water for the said Housing Complex shall be met from other sources, including purchase of water from Water Tanker Agencies and that a pro-rata share of the cost of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser.

39. As the said Housing Complex is part of said Township It shall be the responsibility of the Confirming Party to supply water, power, fire brigade services to the said Township and to all the residents therein, at cost / usage fees / consumption charges as decided by the Confirming Party/ relevant authority from time to time, payable by the purchasers and/or the condominiums with the following terms and conditions.

i. The Confirming Party/Promoter shall arrange for the supply of treated water to the said Housing Complex and each Unit. The Confirming Party/Promoter shall provide independent water meter to the said Housing Complex and the condominium / association of apartment owners shall pay to the Confirming Party/Promoter for the same as per unit rates decided solely by the Confirming Party/Promoter. In case, for the reasons beyond its control, the Confirming Party/Promoter is unable to provide water and the Confirming Party/Promoter has to arrange other sources of water, then all the condominiums shall bear extra cost for such arrangement.

However the Confirming Party/Promoter shall not be responsible for short supply of water, for reasons beyond its control. In case of default of payment of water charges on part of the condominium / association of apartment owners to the Confirming Party/Promoter then the Confirming Party/Promoter shall be entitled to (a) discontinue the supply of water to the condominium / association of apartment owners as agreed hereunder and (b) to levy appropriate fines/ interests /penalties etc. on the condominium / association of apartment owners , until actual realization of the amount due from the condominium / association of apartment owners.

ii. The Confirming Party / Promoter may enter into an agreement with the Government of Maharashtra and other concerned authority for provision of fire brigade services. The Confirming Party /Promoter will bear one time investment for infrastructure for the said fire brigade services. In such case the Purchaser or condominium / association of apartment owners , shall pay recurring expenses, in respect of the said fire brigade services and related facilities, directly to appropriate authority or to the Government of Maharashtra or to the Confirming Party /Promoter.

iii. The Confirming Party/Promoter shall arrange for the supply of electricity to the said Housing Complex. The Confirming Party/ Promoter shall provide separate electric meter to each unit holder and each unit holder shall directly pay to the Confirming Party/Promoter for the same as per unit rates decided solely by the Confirming Party/Promoter. In case, for the reasons beyond its control, the Confirming Party/Promoter is unable to provide the electricity and the Confirming Party/Promoter has to arrange other sources of electricity, then each of the said unit holders of the said Housing Complex shall bear extra cost for such arrangement. However the Confirming Party/Promoter shall not be responsible for short supply of electricity, for reasons beyond its control. In case of default of payment of electricity charges on part of the Purchaser to the Confirming Party/Promoter, the Confirming Party/Promoter shall be entitled to (a) discontinue the supply of electricity to the Purchaser and (b) to levy appropriate fines/interests/penalties etc. on the Purchaser until actual realization of the amount due.

iv) The Confirming Party/Promoter have proposed to construct a Club Premises that may, at the sole discretion of the Confirming Party/Promoter, have various amenities such as Swimming Pool, Gymnasium, Spa, Club house table tennis, carrom, library, food and beverage outlets, indoor games, outdoor kids play activities and other recreational facilities as the Confirming Party/Promoter may deem fit from time to time, in the Township. The Membership to the club house can be availed by the Purchaser herein along with the immediate family members without being charged any membership fees. Guests of the Purchaser will however be charged a guest fee. The Purchaser and his/her immediate family members will however have to pay a user fee for use of the swimming pool, gymnasium, table tennis, carrom, library, indoor games and outdoor kids play activities as well as any charges for food and beverages which shall be charged as per the fare chart.

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The Purchaser shall be required, in addition to pay certain further user charges for using facilities like restaurant, laundry, transport etc. as may be levied by the Confirming Party/Promoter from time to time. The Confirming Party/Promoter may operate and maintain all the said Club Facilities on its own or, at its option, may entrust the operation and maintenance of any or all of the said Club Facilities to any outside agency as it may in its sole discretion deem fit. The free club membership to the club house are provided strictly for the use of the Purchaser and his/her immediate family members only. The Confirming Party/Promoter may also permit, at its sole discretion, a reasonable number of guests of the Purchaser against the payment of a guest fee as may be prescribed. The Confirming Party/Promoter shall be at liberty to permit any other person to use the said Club Facilities at the sole discretion of the Confirming Party/Promoter. The Confirming Party/Promoter shall frame rules and regulations for the use of the said Club Facilities and the Purchaser agrees and undertakes to abide by such rules and regulations. It is clearly agreed and understood that the said Club Facilities and the buildings on the said land on which the same stand shall at all times belong solely and exclusively to the Confirming Party/Promoter who shall be entitled to deal with and dispose of the same in any manner it may deem fit. The Confirming Party/Promoter shall be at absolute liberty to alter and/or discontinue the said Club Facilities as it may deem fit from time to time. The Purchaser hereby clearly understands and agrees that the said Club Facilities including the said utilities belong exclusively and absolutely to the Confirming Party/Promoter and do not form part of the Common Facilities attached to the said Unit agreed to be purchased by the Purchaser. The Purchaser is only entitled, if permitted by the Confirming Party/Promoter to the use of the said Club Facilities on the terms and conditions detailed above and subject to the said rules and regulations to be framed from time to time.

40. The Purchaser agrees and undertakes on demand to do, execute or perform and deliver or cause to be done, things, documents, letters, writing and papers as may be reasonably required by the Promoter for further, better or more perfectly effectuating or preserving the mutual rights and interest of the Promoter or the Purchasers for securing the due fulfillment of the provisions thereof.

41. On completion of the said Building the Promoter shall cause the Confirming Party to execute and register a Declaration dedicating the said Land forming part of the said Plot No. **R-29** under the provisions of the Maharashtra Apartment Ownership Act, 1970) as aforesaid. After all the entire said buildings to be constructed by the Promoter in the said Housing Complex are complete and ready and fit for occupation and only after all the units in the said Building that may be constructed have been sold and disposed off by the Promoter and the Promoter has received all dues payable to it under the terms of the agreements with various purchasers of the units the Promoter shall execute or cause to be executed a Deed of Apartment by way of lease in respect of a proportionate undivided share in the said Land and by way of sale in respect of the said Unit and an undivided proportionate share in the common amenities and spaces of the said Building, in favour of the Purchaser and after all the buildings in the said Total Plots have been completed in all respects, the Promoter shall form a Condominium and Association of Apartment Owners of the owners of the various units in the said Building including the Purchaser. Until the execution of the said Deed of Apartment by way of Lease as aforesaid, the possession of the said Land and the said Building shall be deemed to be of the Promoter. The Declaration, Deed of Apartment by way of Lease, bye-laws of the condominium and other documents shall be prepared by the Advocate of the Promoter and the same will be in consonance of the covenants and conditions and the rights retained and/or reserved by the Promoter and shall contain such terms and conditions as the said Advocate may deem fit and the Purchaser agrees and undertakes not to object to any of the said terms and conditions on any ground whatsoever, such objection, if any, shall ipso facto terminate this Agreement in favour of the Promoter. For the purpose of giving effect to the above, the said Declaration, Deed of Apartment by way of Lease to be executed shall inter alia contain such provisions and covenants, the burden of which shall run with the land and shall be binding upon all the persons who are or may become the holders of the said units and also contain a covenant by the Purchaser to indemnify and keep indemnified the Promoter and/or their nominee/s against all actions, cost, proceedings, claims and demands for the due performance and observance of such covenants. The said Declaration, Deed of Apartment by way of Lease formation of condominium etc. shall be at the sole cost and expense of the Purchaser and the purchasers of the other units in the said Building. The Promoter shall not be liable to contribute anything to such costs.

42. The Promoter shall be entitled to grant lease or licence of any portion of the said land to any Government/Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L or to any Private Party or Party for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the

Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or license.

43. It is hereby clarified that the rights of Purchaser herein shall be restricted only to the said Unit hereby agreed to be purchased by him/ her and in the Common Areas and Facilities of the Building in which the said Unit is housed. Under construction on the said Land and the Purchaser shall not have any claim, right, title or interest of any kind whatsoever on the remaining part of the said Plot No. R-29 or the said Total Plots or the said Housing Complex or the said Larger Land of which the said Land forms a part.

44. The Purchaser shall at his/her own costs lodge this agreement for Registration with the concerned Sub-Registrar of Assurances, or Taluka Mulshi and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.

45. The Purchaser has agreed to purchase the said Unit with knowledge of the fact that the contents of all Brochures / Hoardings / Promotional Literature pertaining to "the Project" are only indicative in nature and the same should not be taken literally by the Purchaser herein. If any term/condition of the said brochure/ Hoarding/ promotional Literature is at variance from the terms of this Agreement, the terms of this Agreement shall prevail and be binding on the Parties hereto.

46. The Purchaser hereby declares that he/she has entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained.

47. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non- compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter hereunder.

48. All letters, receipts, and/or notices issued by the Promoter dispatched under Certificate of Posting to the address of the Purchaser mentioned hereinabove will be sufficient proof of receipt of the same by the Purchaser and shall effectually discharge the Promoter. If there is any change in the said address of the Purchaser, the Purchaser shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser given hereinabove shall be treated/ deemed to have been received by the Purchaser.

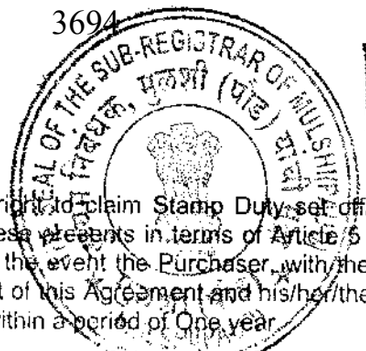
49. This Agreement constitutes and is the repository of the entire agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations and representations in respect thereto.

50. The terms and conditions of this Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats, Act, 1963 and the Rules made there under.

51. All costs, charges and expenses in connection with the formation of the proposed condominium as well as the costs of preparation, engrossing, stamping and registering this Agreement, the Deed of Declaration and the Deed of Apartment by way of lease and any other documents required to be executed and the stamp duty and registration charges and costs in respect of such documents, the costs of the Advocate in preparing and approving all such documents shall be borne by the proposed condominium or proportionately by the Purchaser and the purchasers of the other units in the said Building. All taxes, levies and duties, including, but not restricted to, V.A.T., service tax or any other such taxes, levies by whatsoever name or nomenclature, levied by the government or other concerned authorities in respect of the said Unit or arising out of this Agreement, from the date of execution hereof until the execution of the said Deed of Apartment by way of lease, shall all be borne and paid by the Purchaser alone and the Promoter shall not have any liability whatsoever in that behalf. The Promoter shall not contribute anything towards such expenses. The proportionate share of costs, charges and expenses payable by the Purchaser shall be paid immediately on demand to the Promoter. The Purchaser is aware of the provisions of the Bombay Stamp Act. If any Stamp Duty including further Stamp Duty or penalty is to be paid, the same shall be paid by the Purchaser.

52. It is hereby agreed by & between the parties hereto that the Courts in Pune and Bombay High Court alone shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by & between the parties hereto regarding performance of their respective obligations under the terms hereof.

53. The Purchaser has informed the Promoter that the Purchaser is an Investor and that the Purchaser has acquired the said Unit with intention to sell the same and hence the



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Purchaser reserves his/her right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchaser on these presents in terms of Article 5 (g-a)(ii) of Schedule I to the Bombay Stamp Act, 1958 in the event the Purchaser, with the prior written consent of the Promoter, assigns the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser within a period of One year.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Larger Land)

The contiguous block of land admeasuring Hectares 58 = 43.35 Ares formed of all those pieces and parcels of lands admeasuring Hectares 01 = 70 Ares bearing Survey Number 38/2, Hectares 04 = 29 Ares out of the land admeasuring Hectares 04 = 29.5 Ares bearing Survey Number 38/3, Hectares 08 = 05.35 Ares out of the land admeasuring Hectares 08 = 07 Ares bearing Survey Number 39, Hectares 38 = 09 Ares out of the land admeasuring Hectares 60 = 62 Ares bearing Survey Number 56 and Hectares 06 = 30 Ares bearing Survey Numbers 57 situate, project known as "XRBIA HINJEWADI" lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and falling in the "Agricultural " Zone under the Regional Plan for Pune Metropolitan Region currently in force and the same is bounded as follows:

On or towards the East: Survey No.56 (P)
On or towards the South: Village boundary of Man.
On or towards the West: Village boundary of Kasarsai & S.No.52 (P), S.No.38 (P), S.No.34 & S.No.31
On or towards the North: S.No.58,36,3740 & 42.

THE SECOND SCHEDULE ABOVE REFERRED TO:

A] Description of the said Total Plots.

I) The sub-divided Plot admeasuring **6625.88** Sqmtrs. bearing Number **R – 22** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

II) The sub-divided Plot admeasuring **7117.29** sq meters bearing Number **R – 23** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

III) The sub-divided Plot admeasuring **10872.70** sq meters bearing Number **R – 24** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

IV) The sub-divided Plot admeasuring **14007.50** sq meters bearing Number **R – 25** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

V) The sub-divided Plot admeasuring **11182.40** sq meters bearing Number **R – 26** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VI) The sub-divided Plot admeasuring **13479.10** sq meters bearing Number **R – 27** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VII) The sub-divided Plot admeasuring **6600.94** sq meters bearing Number **R – 28** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VIII) The sub-divided Plot admeasuring **38123.43** sq meters bearing Number **R – 29** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

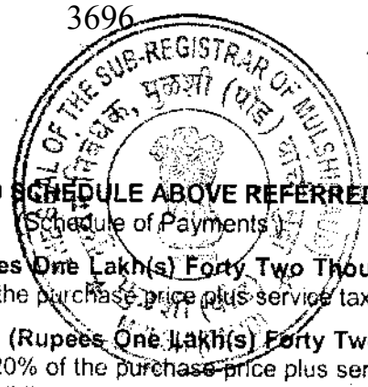
B] Description of the said Land

A portion admeasuring **795.56** sq. mtrs. out of the sub-divided Plot admeasuring **38123.43** sq meters bearing Number **R-29** out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

C] Description of the said Unit

The Residential Flat admeasuring **18.64** sq. mtrs. (equivalent to **201** sq. ft.) carpet area exclusive of the areas of balconies to the said Flat bearing No.**302** to be situated on the **THIRD FLOOR** of Building **"A8"** of the said Complex under construction on the said Land.

Common parking is arranged for Purchaser and not allotted.



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THE THIRD SCHEDULE ABOVE REFERRED TO:
(Schedule of Payments)

a) A sum of Rs. **142936/- (Rupees One Lakh(s) Forty Two Thousand Nine Hundred Thirty Six Only)** being about 20% of the purchase price plus service tax, on booking.

b) A further sum of Rs. **142936/- (Rupees One Lakh(s) Forty Two Thousand Nine Hundred Thirty Six Only)** being about 20% of the purchase price plus service tax, on commencement of the plinth work of the said Building.

c) A further sum of Rs. **71,468.00/- (Rupees Seventy One Thousand Four Hundred Sixty Eight Only)** being about 10% of the purchase price plus service tax, on commencement of the First Slab work of the said Building.

d) A further sum of Rs. **71,468.00/- (Rupees Seventy One Thousand Four Hundred Sixty Eight Only)** being about 10% of the purchase price plus service tax, on commencement of the Third Slab work of the said Building.

e) A further sum of Rs. **71,468.00/- (Rupees Seventy One Thousand Four Hundred Sixty Eight Only)** being about 10% of the purchase price plus service tax, on commencement of the Fifth Slab work of the said Building.

f) A further sum of Rs. **71,468.00/- (Rupees Seventy One Thousand Four Hundred Sixty Eight Only)** being about 10% of the purchase price plus service tax, on commencement of the Seventh Slab work of the said Building.

g) A further sum of Rs. **71,468.00/- (Rupees Seventy One Thousand Four Hundred Sixty Eight Only)** being about 10% of the purchase price plus service tax, on completion of the entire superstructure (i.e. columns and slabs only) of the said Building.

h) A further sum of Rs. **42,880.80/- (Rupees Forty Two Thousand Eight Hundred Eighty And Paise Eighty Only)** being about 6% of the purchase price plus service tax, on commencement of the flooring work of the said Unit.

i) The balance sum of Rs. **28,587.20/- (Rupees Twenty Eight Thousand Five Hundred Eighty Seven And Paise Twenty Only)** being about 4% of the purchase price or balance amount payable towards agreed purchase price plus service tax, on the Promoter offering to the Purchaser vacant possession of the said Unit.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(AMENITIES & SPECIFICATIONS)

SPECIFICATIONS

Structure Pinth:

- Seismic Zone III Compliant Structure
- Rcc Framed Structure
- Rcc Load Bearing Walls

Lifts

- Kone Or Equivalent (Speed Of @1mps, Low Maintenance)

Painting/Polishing

- Interior – Primer Finish
- Exterior – Texture Paint
- Enamel Paint For Ms Grill

Flooring

- Hall/Bedroom/Kitchen – Vitrified Tiles
- Bath/WC/Balcony – Anti-Skid Ceramic Tiles
- All Floor Lobbies Including Stilt Lift Lobby – Matt Finish / Glossy Ceramic Tiles

Kitchen

- Granite Kitchen Platform With Ss Sink And Tap
- Ceramic Tile Cladding (2ft Height Above Kitchen Platform)

Bathroom/Toilets

- Bathroom Ceramic Tiles Dado Upto 7ft Height
- High Quality Wash Basin
- Water Efficient 6x3 Litre Dual Flush Ewc In Toile

Main Door

- Specially Designed Doors With Flush Door Shutters And Good Quality Door Fittings

Other Doors

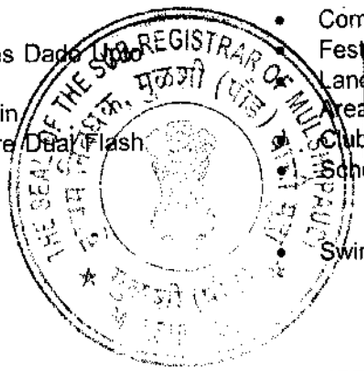
- Bathroom And Toilet Doors – Water Proof Doors
- Windows/Ventilators
- Powder Coated Aluminum Windows
- Large French Sliding Door Between Hall And Balcony

Electrical

- Points For Water Filter, Exhaust Fan And Refrigerator In Kitchen
- Exhaust Fan Point In WC / Bathroom
- One TV Point In The Living Room
- Concealed Copper Wiring
- Elegant Designer Modular Electrical Switches
- For Safely, One Earth Leakage Circuit Breaker (Elcb) In Every Apartment
- One Miniature Circuit Breaker (Mcb) For Each Circuit At The Main Distribution Box In Every Apartment

External Project Amenities

- Primary Health Centre
- 24x7 Security
- Local Shopping Complex
- Atm/Cash Point
- Power Back-Up For Common Areas And Lifts
- Community Centre
- Festival Plaza
- Landscaped Gardens With Walking Area
- Club House
- School
- Swimming pool



THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities.
2. Wages of Watchmen, Sweepers etc.
3. Premium and other costs for effecting Insurance of common facilities/ installations.
4. Revenue Assessment.
5. All other taxes, levies, charges and cesses.
6. Electricity and water charges.
7. Expenses of and incidental to the management and maintenance of the said Housing Complex known as "Xrbia Hinjewadi".

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IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THE DAY AND YEAR HEREINABOVE WRITTEN:

SIGNED, SEALED AND AGREED by the withinnamed "Promoter"

Photo	Name	Sign	Thumb
	**XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED** **THE COMMON SEAL** of the Within-named Promoter XRBIA HINJEWADI DEVELOPERS PVT. LTD. Has been hereunto affixed pursuant to a Resolution passed at the meeting of Its Board of Directors held on 27TH March, 2016 By **MR. KISHOR P HINDGAONKAR**, its Authorized Signatory In the presence of:		

SIGNED, SEALED AND CONFIRMED by the withinnamed "Confirming Party"

Photo	Name	Sign	Thumb
	**XRBIA DEVELOPERS LIMITED** By the hand of its duly Constituted Attorney **XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED** **THE COMMON SEAL** of the Within-named Promoter XRBIA HINJEWADI DEVELOPERS PVT. LTD. Has been hereunto affixed pursuant to a Resolution passed at the meeting of Its Board of Directors held on 27TH March, 2016 By **MR. KISHOR P HINDGAONKAR**, its Authorized Signatory In the presence of:		

SIGNED AND AGREED by the within named "**Purchasers/s**"

	Name	Sign	Thumb
	**CHAITALI RAJESH SHAH**		
	**RAJESH CHIMANLAL SHAH**		

In the Presence of .....

Name& Address	Sign	Thumb
Witness .....1 Name: Ashwin Dave Address: 311/A Rasta Peth, Pune - 411011 Witness.....2 Name: Nishit Pradhan Address: Wanowrie, Pune - 411040		

RECEIPT

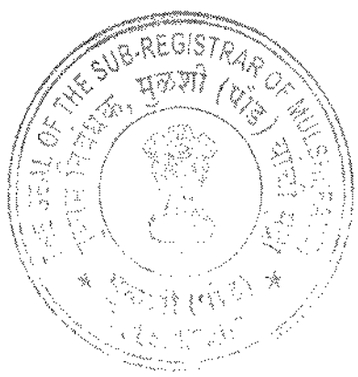
RECEIVED of and from the within named Purchaser **CHAITALI RAJESH SHAH and RAJESH CHIMANLAL SHAH** the sum of Rs. **740,230.00/- (Rupees Seven Lakh(s) Forty Thousand Two Hundred Thirty Only)** being the earnest money mentioned herein above on or before the execution hereof.

WE SAY RECEIVED

For XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED

Details Verified by
(SMITA M. LOBO)

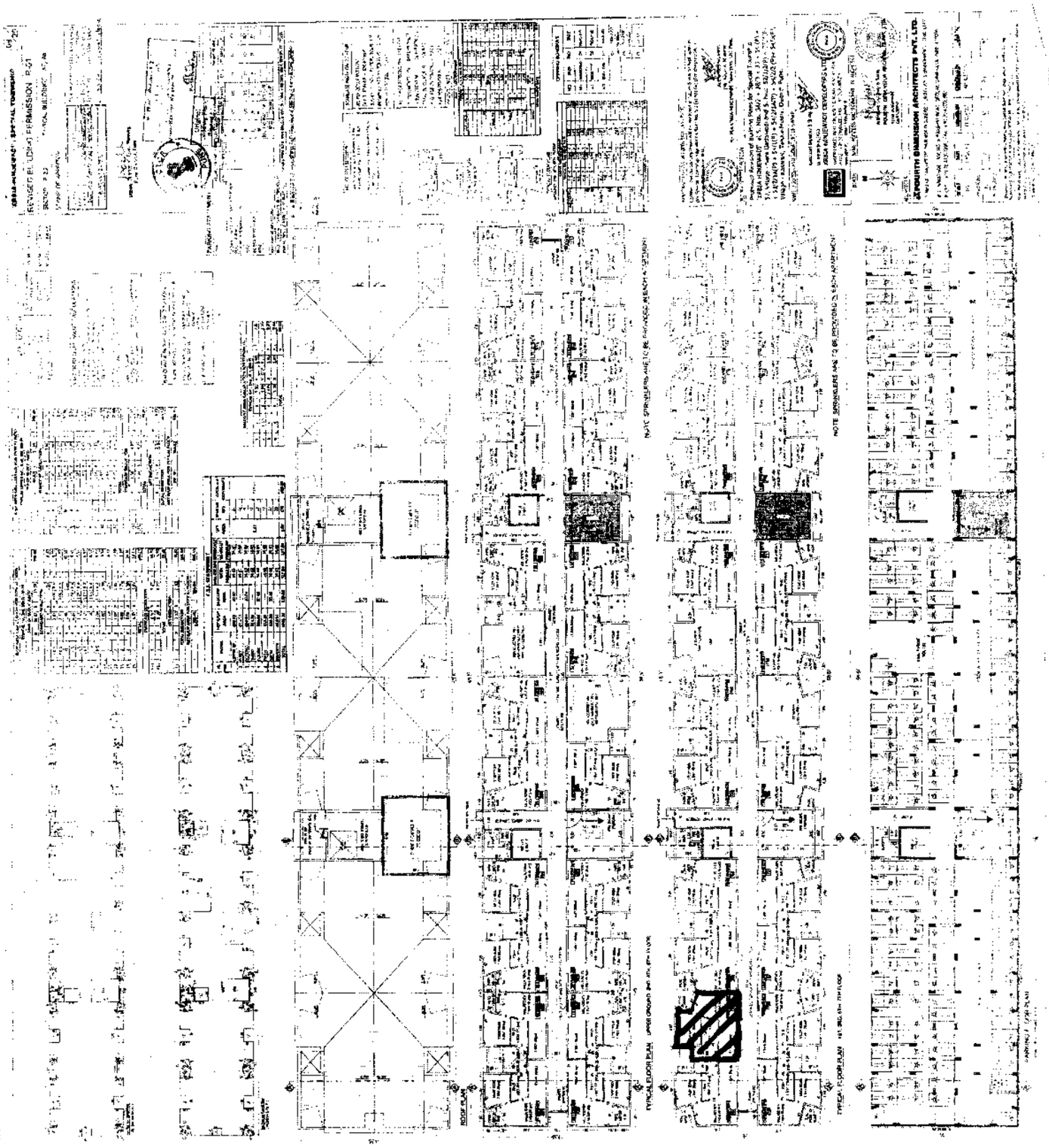
Payment Verified by
(SANJAY PATIL)

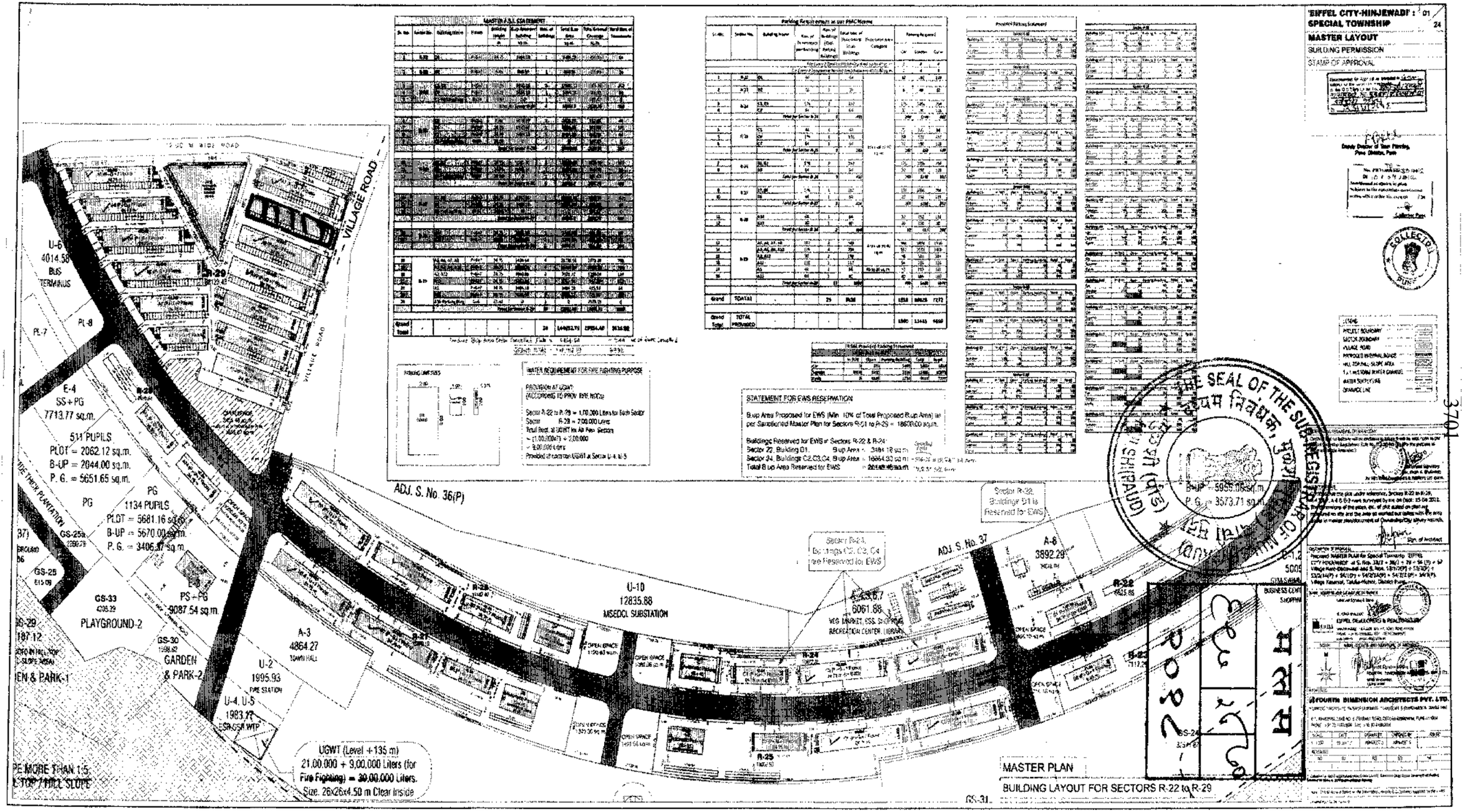


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THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PUNE)
मुळशी (पुणे)

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EIFFEL CITY-HINJEWADI : 01
SPECIAL TOWNSHIP 24
MASTER LAYOUT
BUILDING PERMISSION
STAMP OF APPROVAL
MASTER IN A.U. STATEMENT
Parking Requirement as per PMC Norms
Provided Parking Statement
WATER REQUIREMENT FOR FIRE FIGHTING PURPOSE
STATEMENT FOR EWS RESERVATION
ADJ. S. No. 36(P)
ADJ. S. No. 37
U-6
4014.58
BUS TERMINUS
E-4
SS+PG
7713.77 sq.m.
511 PUPILS
PLOT = 2062.12 sq.m.
B-UP = 2044.00 sq.m.
P. G. = 5651.65 sq.m.
PG
1134 PUPILS
PLOT = 5681.16 sq.m.
B-UP = 5670.00 sq.m.
P. G. = 3406.37 sq.m.
PS+PG
9087.54 sq.m.
PLAYGROUND-2
GARDEN & PARK-2
GARDEN & PARK-1
A-3
4864.27
TOWN HALL
U-2
1995.93
FIRE STATION
U-4, U-5
1983.77
ESR+SSR WTP
U-10
12835.88
MSEDCL SUBSTATION
A-4, A-5, A-7
6061.68
VEG MARKET, ESS SHOPPING
RECREATION CENTER, LIBRARY
A-6
3892.29
HEALTH
B-up = 5955.00sq.m.
P. G. = 3573.71 sq.m.
Sector R-22, Building D1 is Reserved for EWS
Sector R-23, Buildings C2, C3, C4 are Reserved for EWS
UGWT (Level +135 m)
21,00,000 + 9,00,000 Liters (for Fire Fighting) = 30,00,000 Liters.
Size. 26x26x4.50 m Clear Inside
PE MORE THAN 1:5
TOP / HILL SLOPE
MASTER PLAN
BUILDING LAYOUT FOR SECTORS R-22 to R-29
GS-31
GS-24
GS-25
GS-25a
GS-29
GS-30
GS-33
R-22
R-23
R-24
R-25
R-26
R-27
R-28
R-29
SEAL OF THE SUB-REGISTRAR
EIFFEL DEVELOPERS & REALTY PVT. LTD.
EIGHTH DIMENSION ARCHITECTS PVT. LTD.

3701

THE SEAL OF THE SUB-REGISTRAR OF MULSHI PUNE
दुय्यम निबंधक, मुळशी (पौड) यांची मुद्रा
मुळशी (पौड)
MULSHI PUNE

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पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण, पुणे

Pune metropolitan Regional Development Authority, Pune

स.नं. १५२ - १५३, महाराज सयाजीराव गायकवाड उद्योग भवन, औंध, पुणे - ४११ ००७

S No. 152-153, Maharaja Sayajirao Gaikwad Udyog Bhavan, Aundh, Pune - 411 007

Ph No. : 020- 259 33 344 / 356 / 333 / फॅक्स नं. : ०२०- २५९ ३३ ३४४ / ३५६ / ३३३ Email: hqprda@gmail.com

अंशत: भोगवटा प्रमाणपत्र

(मंजूर विकास नियंत्रण व प्रोत्साहन नियमावलीतील नियम क्र.७.६ नुसार)

जा.क्र : बाँएमवु/ मौ.दत्तवाडी, कासारसाई/ स.नं.३८/२ व इतर/ प्र.क्र.१६०१६-१७ दि.५/७/२०१७ /२०१७

प्रति,

एक्झरविया डेव्हलपर्स लि. तर्फे श्री. शेखर द. सावळेकर

रा. मंत्री हाऊस, ९२९, एफ सी रोड, एल्प मजला, पुणे ०४

मौजे दत्तवाडी, कासारसाई, तालुका मुळशी, जिल्हा पुणे येथील स.नं. ३८/२ व इतर क्षेत्र ३८१२१.४३ चौ.मी. या जागेवर इमारतीचे बांधकाम करण्यासाठी जिल्हाधिकारी यांनेकडील आदेश क्र. फमहा टीएस/ एसआर/२९/ २०१३, दि. ८/१२/२०१३ अन्वये आपणास परवानगी देण्यात आली आहे.

उपरोक्त परवानगी प्रमाणे अपण श्री. पी.एस. गोखलेकर लायसन्स नं. CA/२००१/२८५८० परवानाधारक वास्तुविशारद/ स्ट्रक्चरल अभियंता/ सुपरवायझर यांच्या देखरेखीखाली इमारतीचे बांधकाम पूर्ण /अंशत: पूर्ण केले असलेबाबत व या इमारतीना भोगवटा प्रमाणपत्र मिळणेबाबत दि- १०/१२/२०१६ रोजी अर्ज केल्याकारण आपणास खालील इमारतीना सोबतच्या परिशिष्ट ' ब ' मध्ये नमूद केलेले अटींस अधिन राहून भोगवटा करणेस संमती देण्यात येत आहे .

उपयोगात आणावयाच्या इमारतीचे वर्णन

अ.क्र.	इमारत	मंजूरीप्रमाणे	प्रत्यक्ष जागेवर	मजला	सदनिका क्र.	एकूण सदनिका
I.	A-८	पार्किंग + तळ + ७	पार्किंग + तळ + ७	तळमजला	०१ ते ६, ८ ते १८, २० ते २४	२२
				पहिला	१०१ ते १०६, १०८ ते ११८, १२० ते ११४	२२
				दुसरा	२०१ ते २०६, २०८ ते २१८, २२० ते २२४	२२
				तिसरा	३०१ ते ३०६, ३०८ ते ३१८, ३२० ते ३२४	२२
				चौथा	४०१ ते ४०६, ४०८ ते ४१८, ४२० ते ४२४	२२
II	A-११	पार्किंग + तळ + ७	पार्किंग + तळ + ७	तळमजला	०१ ते १४	१४
				पहिला	१०१ ते ११४	१४
				दुसरा	२०१ ते २१४	१४
				तिसरा	३०१ ते ३१४	१४
				चौथा	४०१ ते ४१४	१४
				पाचवा	५०१ ते ५१४	१४
				सहावा	६०१ ते ६१४	१४
				सातवा	७०१ ते ७१४	१४
III	A-१२	पार्किंग + तळ + ७	पार्किंग + तळ + ७	तळमजला	०१ ते १२	१२
				पहिला	१०१ ते ११२	१२
				दुसरा	२०१ ते २१२	१२
				तिसरा	३०१ ते ३११	१२
				चौथा	४०१ ते ४१२	१२
				पाचवा	५०१ ते ५१२	१२
				सहावा	६०१ ते ६१२	१२
				सातवा	७०१ ते ७१२	१२

(५)

				पाचवा	५०१ ते ५०६, ५०८ ते ५१८, ५२० ते ५२४	२२
				सहावा	६०१ ते ६०६, ६०८ ते ६१८, ६२० ते ६२४	२२
				सातवा	७०१ ते ७०६, ७०८ ते ७१८, ७२० ते ७२४	२२

प्र. महानगर आयुक्त तथा मुख्य कार्यकारी अधिकारी यांचे सूचनेने

महानगर आयुक्त
तथा
मुख्य कार्यकारी अधिकारी,
पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण,
पुणे यांचे करिता.

प्रत:- माहिती व आवश्यक कार्यवाहीसाठी,
ग्रामसेवक, मौजे कासारसाई ता मुळशी, जि.पुणे. यांना माहितीसाठी व धरपट्टी आकारणीसाठी.

(५)

पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण, पुणे यांचेकडील दि.५/७/१७ २०१७ रोजीचे पत्र क्र. ३६०९ नेमलेचे

परिशिष्ट ' ब ' ५६७

१) अर्जदार /सदनिका धारक/गाळे धारक यांना उक्त इमारतीमधील स्वमालकी जागा उदा. रेरेमून एरिया, सामाईक पार्किंग, टॉप टेरेस इ. वंदिस्त करता येणार नाही. अथवा विकता येणार नाही. सदरचे क्षेत्र सर्व लोकांसाठी खुले ठेवणे अर्जदारांवर बंधनकारक राहील.

२) अर्जदार / सदनिका धारक यांना सदनिका लगतचा दोन मजले उंचीचा टेरेस बंदिस्त करता येणार नाही.

३) रेखांकनातील रस्ते, गटारे, खुली जागा इत्यादी अर्जदारांनी सदनिका वितरित करण्यापूर्वी जागेवर स्वखर्चाने व समाधानकारकरित्या विकसित करणे आवश्यक आहे.

४) उंच इमारतीच्या अनुषंगाने पुणे महानगरपालिकाचे मुख्य अग्नीशमन अधिकारी यांनी पत्र.क्र. MFS/६१६/२०१४ दि १७/१२/२०१४ अन्वये दिलेल्या अग्नीशमन नाहरकत प्रमाणपत्रातील अटी व शर्तीची पुर्तता करणे अर्जदार/विकासक/जमीन मालक यांचेवर बंधनकारक राहील.

५) बांधकाम मंजूरीच्या आदेशातील तसेच अतिरिक्त परवानग्रे आदेशातील सर्व अटी व शर्ती अर्जदार/विकासक/जमीन मालक यांचेवर बंधनकारक राहतील.

६) विषयांकित प्रकल्पास पर्यावरण विभागाकडील State Environmental Impact Assessment Authority कडून Environment Clearance प्रमाणपत्र घेणे आवश्यक आहे. त्यानुसार अर्जदार यांनी वापूर्वी पर्यावरण विभागाकडील दिनांक २७/१२/२००६ रोजीचे पत्र क्र. २९-१५३/२००६-IA-III अन्वये प्रमाणपत्र प्राप्त केले असून त्यामधील तसेच पर्यावरण विभागाकडील परिपत्रक क्र.SEIAA-२०१४/CR-०२/TC-३, दिनांक ३०/०१/२०१४ मधील अटी व शर्तीचे काटेकोरपणे पालन करणे प्रकल्पाचे मालक/ अर्जदार /मालक/ विकासक व वास्तुविशारद/ अभियंता/ स्ट्रक्चरल अभियंता/सुपरवायझर यांचेवर बंधनकारक राहील.

७) विषयांकित जागेतील उर्वरित इमारतीचे बांधकाम मंजूर नकशानुसार पूर्ण करुन त्यास भोगवटा प्रमाणपत्र घेणे अर्जदार /मालक/ विकासक यांचेवर बंधनकारक आहे.

८) प्रस्तुत गृहप्रकल्पाकरिता आपण सादर केलेल्या प्रमाणपत्रात नमूद सक्षम प्राधिकरणाने /ग्रामपंचायतीने दिण्याच्या पाण्याच्या पुरवठा व केल्यास या गृहप्रकल्पातील सदनिका हस्तांतरणापूर्वी दिण्याच्या पाण्याची आवश्यक तो पुर्तता स्वखर्चाने करणे अर्जदार /जमीन मालक/ विकासक यांचेवर बंधनकारक राहील.

९) जागेवरती वापर चालु करण्यापूर्वी पर्यावरण विभागचे Consent to Operate घेणे अर्जदार यांचेवर बंधनकारक राहील.

प्र. महानगर आयुक्त तथा मुख्य कार्यकारी अधिकारी यांचे सूचनेने

महानगर आयुक्त
तथा
मुख्य कार्यकारी अधिकारी,

THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PAUD) दुय्यम निबंधक, मुळशी (पौड) यांची मुद्रा ★ मुळशी (पौड) ★ MULSHI (PAUD)

मलस		
६७७	३०	७०
२०१८		

मे. सह. जिल्हा निबंधक (वर्ग-१) व मुद्रांक जिल्हाधिकारी साहेब पुणे
(ग्रामीण)
अभिनिर्णय प्रकरण क्रमांक ४५२ /२०१२



एक्झर्बिया हिंजेवाडी डेव्हलपर्स, प्रा. लि.
पत्ता - १२१, मंत्री हाऊस, पहिला मजला,
एफ. सी. रोड, शिवाजीनगर,
पुणे- ४११ ००४.

विषय :- अभिनिर्णय प्रकरण क्रमांक ४५२/२०१२ निकाली काढणे बाबत..

महोदय,

अर्जदार यांनी विशेष नागरी प्रकल्पातील सदनिका धारकांचा करारनाम्यासाठी मुद्रांक शुल्कात सवलत मिळण्याकरिता आपल्या कार्यालयात अभिनिर्णय प्रकरण क्रमांक ४५२/१२ ,दि. १८/१०/२०१२ रोजी पावती क्रमांक ०११८६२८ अन्वये दाखल केलेले आहे.

त्याअन्वये महाराष्ट्र शासन राजपत्र दि. १७/०१/२००८ अन्वये अधिसूचित केलेल्या विशेष नागरी प्रकल्पातील सदनिका धारकांना सदनिका खरेदी करताना मुंबई मुद्रांक शुल्क कायद्यामधील तरतूदीनुसार सवलत मिळाली असल्याने सदरचे दाखल केलेले अभिनिर्णय प्रकरण क्र. ४५२/१२ माघारी (withdrawal) घेण्यात येत आहे.

तरी मे. साहेबांना विनंती की,

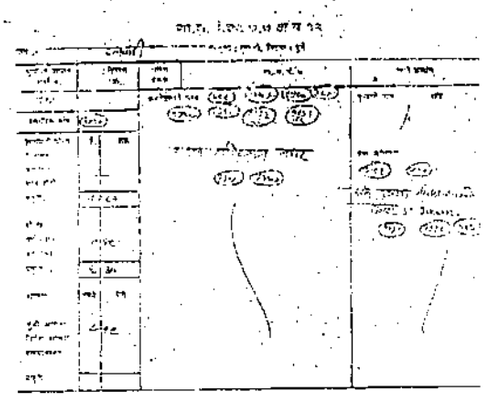
अ) अभिनिर्णय प्रकरण क्र. ४५२/१२ कोणत्याही प्रकारचा मुद्रांक शुल्काबाबत अभिनिर्णय न घेता निकाली काढण्यात यावे.

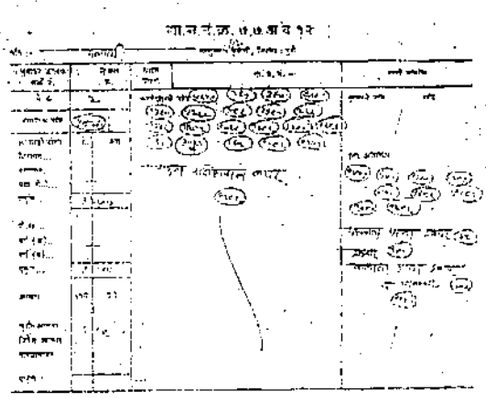
ब) अर्जदार यांनी अभिनिर्णय प्रकरण क्र. ४५२/१२ मध्ये दाखल केलेला दस्त व सोबत जोडलेल्या प्रती अर्जदार यांना परत देण्याचा आदेश पारीत करण्यात यावा.

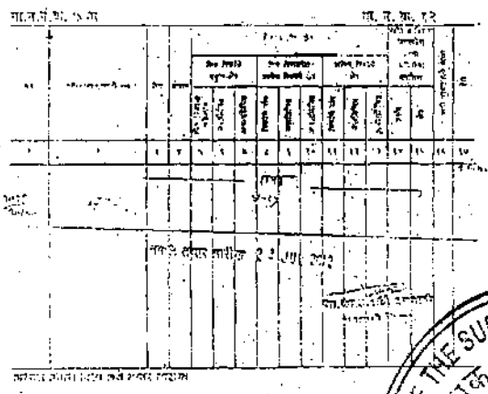
पुणे.
दि. ०४/१२/२०१२.

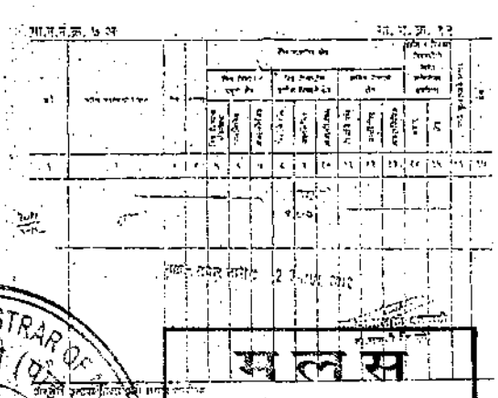
Clerk ४/१२/१२
JL District Registrar and
Collector of Stamps, Pune (Rural)

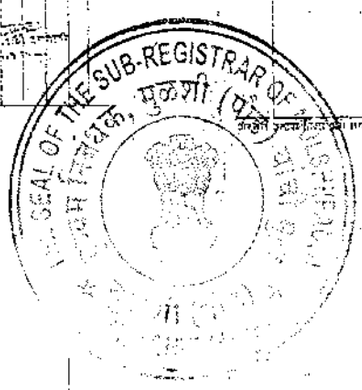
एक्झर्बिया हिंजेवाडी डेव्हलपर्स, प्रा. लि.
तर्फे अधिकृत स्वाक्षरीकर्ता
श्री. दिलीप रामकृष्ण खापरे

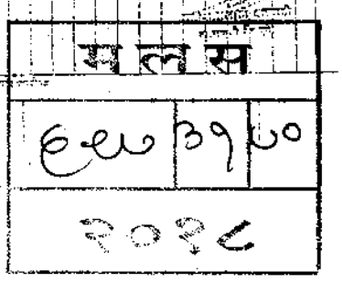


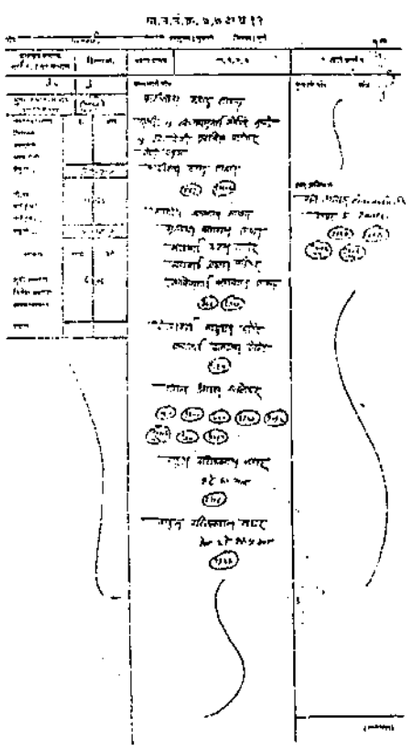


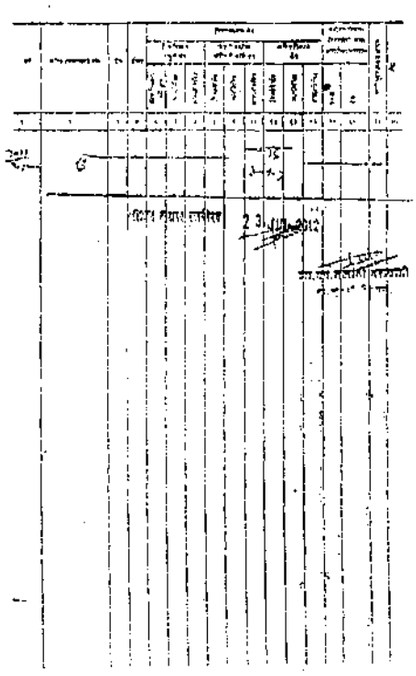






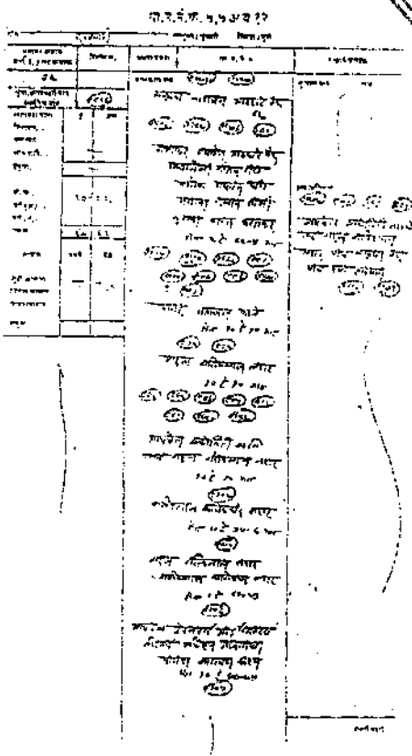


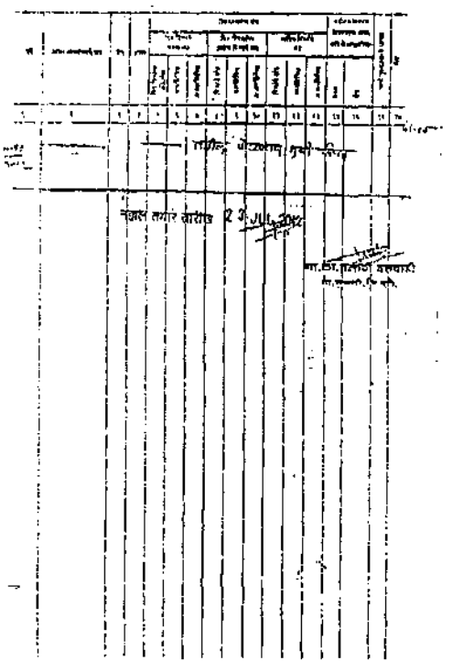


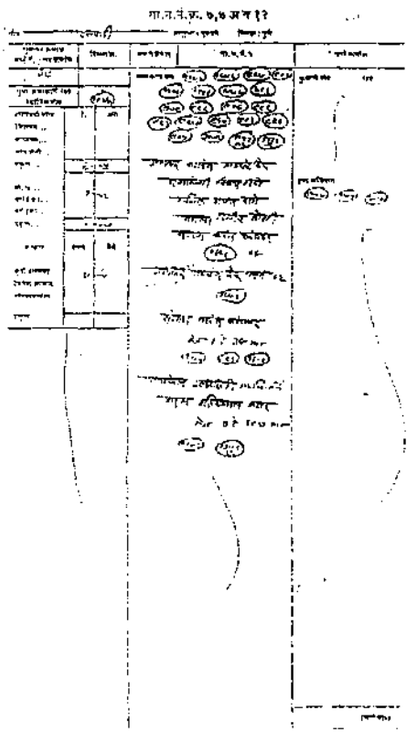


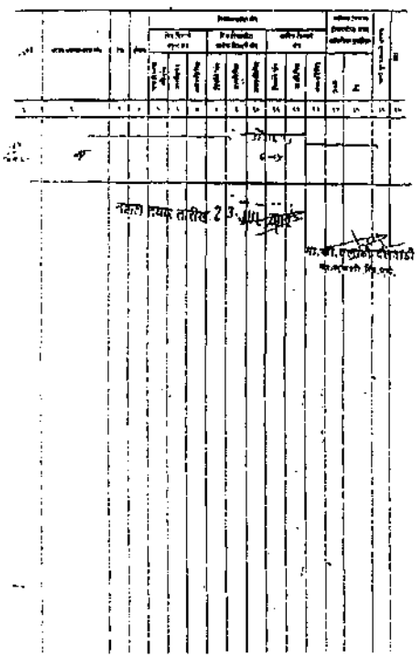
THE SEAL OF THE SUB-REGISTRAR OF MULSHI(PAUD)
दुय्यम निबंधक, मुळशी (पौड) यांची मुद्रा
मुळशी (पौड)
MULSHI(PAUD)

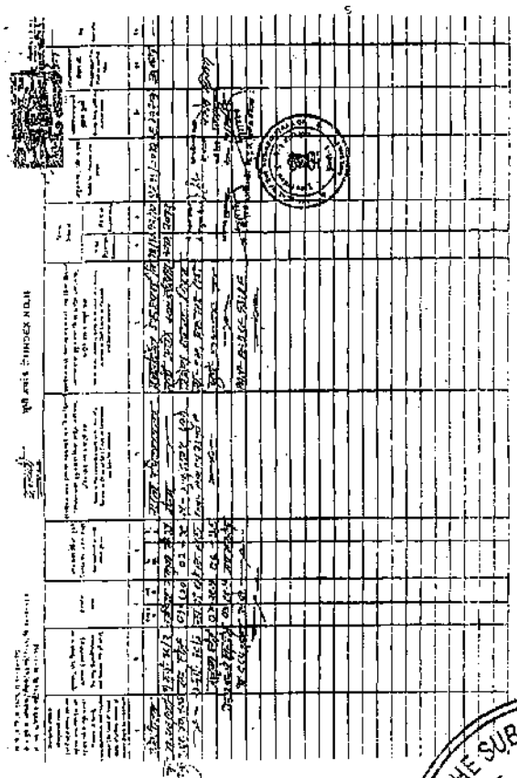
मलस		
६८७	३२	७
२०१८		

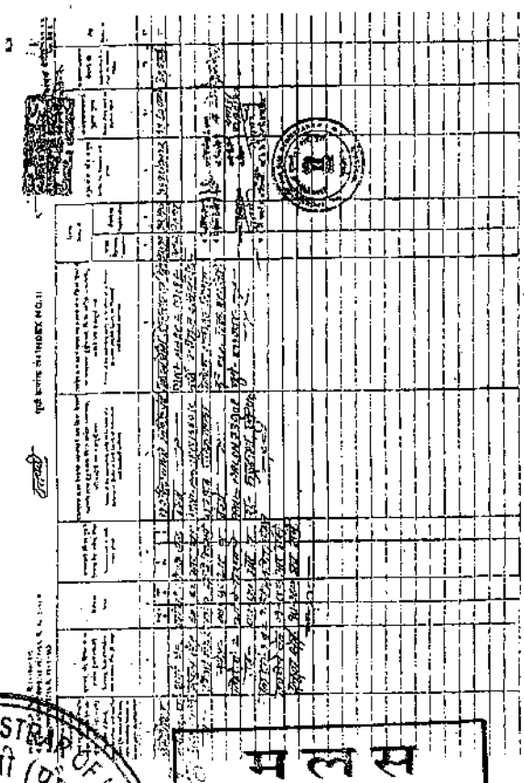


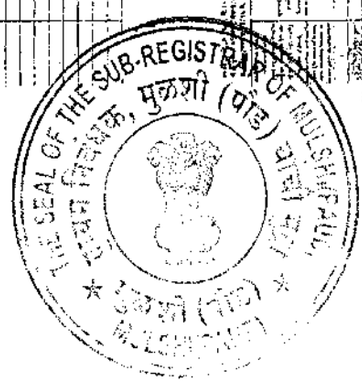






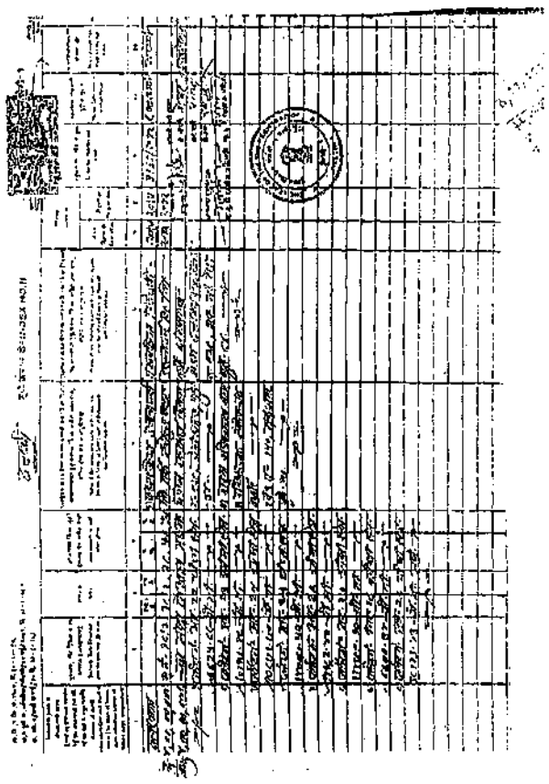






मलस

६८७	३३	८०
२०१८		



सादरकर्ते : १) मे.आयकॉन डेव्हलपर्स व रिॲल्टर्स तर्फे को.भिकाजी ग. भालेराव यांचा दि.२४/०८/२०१८ चा रोजीचा अर्ज.

२)तलाठी सजा निवडा विभागकार्यालय अभिलेखाचा क्र.टिएनएल/८८०४/पुणे/ एल.सी. टि.वि.डिजिटि-१३ दि.२५/११/२००५.

३) सहार दिनांक क्र.टीएनएल-१८७०/प्र.८८/ज.क.५/२००७ पत्रांक दि.२७.१२.२००७ चे मूळपोटहक्क.

४) उपसंचालक नगररचना, पुणे विभाग, पुणे यांचेकडील जा.क्र.उप.सं.नं. पुणे /विशेष प्लान/ पी.सनसवी/आयकॉन सिटी-डिव्हलपी डायरेक्शन/पुढील आवासन/(प्र.सु)/२०१८/१७ दि.०८/०८/२०१८.

५) जिल्हाधिकारी यांचेकडील पुणे महसूल जमाबंदी कार्यालयाकडील आदेश क्र. [illegible] दि.०७/०८/२०१८.

जिल्हाधिकारी कार्यालय पुणे
पत्रकार दालन
क.पत्रकारदीलक/इमआर/एन /२०१२
पुणे दि.१५/ ८ /२०१२

विषय:- मौजे-दत्तवाडी व कात्रजमधे सा-सुलतानी जि-पुणे येथील सिटी व नगर नियोजित कार्योत्तरी स्थानांक मंजूर प्रारूप दिनांक १४/११/२००५ च्या विनिमयातील नियम क्र.७ ची खालील नवी आपकेत सिटी डेव्हलपीकर्ता रेनालेक (सुहास आरखडा) मंजूरीच्या प्रस्तावाबाबत (विषय भूमारीत).
(आयकॉन डेव्हलपर्स ॲण्ड रियल्टर्स वि.पुणे मौजा प्रकल्प)

आदेश

[illegible] अन्वये पुणे जिल्हाधिकारी अभिलेखाचा क्र.टिएनएल/८८०४/पुणे/प्र.सं.टि.वि.डि/टि-१३ दि.१४/११/२००५ अन्वये पुणे जिल्ह्याची विशेष नगर नियोजन प्रस्तावाबाबत' सोबत प्रसिद्ध करण्यात आलेले आहे. त्यानुसार त्याबाबतचा नगर विकास विभागाकडील अभिसूचना क्र. क्र.टि.पी.नियम/८८०४/ ९९/सीआर-७८३/ २००७/पोर्ट-१३, दिनांक ०८/०७/२००८ नुसार व मूळपोटहक्क दिनांक २०/०४/२०१२ अन्वये मे.आयकॉन डेव्हलपर्स ॲण्ड रियल्टर्स वि.पुणे यांनी मौजे दत्तवाडी सिटीज स.नं.३१,३८/१, ३८/२, ३९, ४६, ५० व मौजे-कात्रजमधे सिटीज स.क्र.५५/१, ५३/१, ५३/३, ५४/१, ५४/२/३, ५४/३/१, ५४/२ या जिल्हाधिकारीयांचे मालकीच्या क्षेत्रात ८१ हेक्टर ५० आर क्षेत्र विकास करता क्षेत्र मालकीच्या प्रारंभिक टिपणीत व नगर रचना अधिनियम, १९६६ चे कलम १८ (३) अन्वये घोषित केलेले आहे. त्यानुसार दिनांक २०/०८/२०१२ च्या पत्र क्र.टिटीएनएल/८८०४/प्र.क्र.७५/२०/सीआर-१३ अन्वये कार्यालयास आपले स्तर विकास प्रस्तावाचे मालकीचे पत्र पाठविले आहे. त्यानंतर जारी झाला मालकी विकासविषयक संयुक्त सहकारीय प्रकल्पाचा पत्राचे मूळपोटहक्क प्रदान (Master Plan) मंजूर करण्याबाबत निवेदने मौजे ७३३. या कार्यालयाकडील आदेश क्र. पत्रकारदीलक/इमआर/ ३५७/२०१८ पुणे दिनांक ०७/०९/२०१० अन्वये यापूर्वी मंजूरी देण्यात आलेली आहे.

प्रस्तुत प्रकल्पास वैधिक परवानगी व सन नियंत्रणाकरीता मा.क्र.१८/१५/२००६/आयए-सीए, दिनांक २७/१/२००६ अन्वये पर्यावरणखात्या या दाखला देण्यात आले. सोबत प्रसारित प्रारूप नियंत्रण

3707

THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PUNE) सह दुय्यम निबंधक, मुळशी (पौड) यांचा शिक्का ★ पौड (पौड) ★ MULSHI (PUNE)

मलस	
६७७	३७०
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पेसेज क्या प्रस्तावित भंजूर विनियम क्रमांक ७(डी)(१) नुसार कंपनीने पक्षकार म्हणून मौजे मुळशी तिमाजे मालकीचे वेगवेगळ्या एकत्रीकरण गटांचे गिरवी खरत्र करुन १०,१८,७०,०००/-ची आर्थिक मंजूरीकरुन देणे आवश्यक होते .त्या पैकी आजपर्यंत कंपनीने खरत्र रक्कमे रु.५,२०, ७४०/-प्रोसेसिंग फिस ऑफ शेअर्स खरत्र पुणे डिस्ट्रीक्ट रु.२.५०२०० व रुपये ४,७०,५२,८७०/-रकमेची जीडीएफसी बँक ऑफ इंडिया खरत्र पुणे सर्विसेसची दि.१.१.२०१८ रोजीची आणि एकूण रक्कम रुपये १,१९,००,०००/-मौजे मुळशी कंपनीने चालविलेले आहे .यापैकी रक्कम रु.५,१४,००,०००/- ची अहिनिगत बँक लोक कर्मचारी या बँकेच्या पुणे मेन्स ब्रांचमधील दि.३०/७/२०१३ अन्वये एकूण १४ मालमत्ता बँक गिरवी ठेवण्यात आलेली आहे.आजपर्यंतची अनिगत कंपनीने एकूण रक्कम रुपये १०,१८,७०,०००/- ची बँक गिरवी खरत केलेली आहे .

प्रस्तुत प्रकरणी खरत्रकर्ता दिनांक १९/१२/२०१५ चे अधिसूचनेतील नियम ७ (अ) अन्वये त्या खरत्र २८दिवस अधिकारानुसार निवृत्तीकरारी, पुणे यांचा एकत्र कागदपत्रे असोसिएट अलॉटमेंट दि.मेसर्स एन.ए.बी.एच.ए. इन्फ्रास्ट्रक्चर प्रा.लि. पुणे यांचेकडून मौजे मुळशी तिमाजे मालकीचे गट नं. ३७० मधील क्षेत्र ४.९० हे.आर. क्षेत्रावर मंजूर झालेल्या बांधकाम परवानगी दि.१९/१२/२०१५ अन्वये एकूण ४८,४३३.५ चौ.मी. बांधकाम क्षेत्रासाठी मंजूर झालेल्या बांधकाम परवानगीचे तसेच मे.जिल्हाधिकारी पुणे यांचेकडील अकृषिक परवानगी दि.२९/१२/२०१५ अन्वये एकूण ४८,४३३.५ चौ.मी. बांधकाम क्षेत्रासाठी मंजूर झालेल्या अकृषिक परवानगीचे तसेच मे.उपविभागीय अधिकारी, मुळशी उपविभाग, पौड यांचेकडील बिनशेती परवानगी दि.२९/१२/२०१५ अन्वये एकूण ४८,४३३.५ चौ.मी. बांधकाम क्षेत्रासाठी मंजूर झालेल्या बिनशेती परवानगीचे तसेच मे.सहाय्यक संचालक, नगररचना, पुणे विभाग, पुणे यांचेकडील दि.१९/१२/२०१५ रोजीचे अभिन्यास मंजूरीचे तसेच मे.उपविभागीय अधिकारी, मुळशी उपविभाग, पौड यांचेकडील दि.२९/१२/२०१५ रोजीचे बिनशेती परवानगीचे तसेच मे.सहाय्यक संचालक, नगररचना, पुणे विभाग, पुणे यांचेकडील दि.२

घोषित करण्यात येईल त्यासाठी रीजनल एन्ड टाऊन प्लॅनिंग स्कीम तयार करण्यात येईल.

१५) सदर नियोजन क्षेत्र नियंत्रक प्रस्तावाची प्रसिद्धि नियमावलीनुसार व MOEF कार्यालय दिल्ली या संस्थेच्या मार्गदर्शन सूचना आदेश क्र. ७ यामध्ये नमूद केल्याप्रमाणे तसेच MOEF कार्यालय भारत सरकार यांच्याकडून वेळोवेळी दिलेल्या सूचनांनुसार व Environment Impact Assessment Notification 2006 व त्या अनुषंगाने वेळोवेळी निर्गमित करण्यात येणाऱ्या सर्व मार्गदर्शक सूचना व त्या अनुषंगाने करावयाची पर्यावरण विषयक कार्यवाही करण्यात येईल. ती संबंधित बंधनकारक राहील.

१७) आपत्ती Fire Advisor, Government of Maharashtra यांनी कळविल्याशिवाय प्रस्तावित प्रकल्पास प्रत्यक्ष प्रारंभ करता येणार नाही. सदर प्रकल्प सेवाकरिता असे गृहीत धरून वेगवेगळ्या ठिकाणी फायर स्टेशनसाठी जागा आरक्षित करण्यात येईल. अशा जागा Fire Advisor, Government of Maharashtra यांनी सांगतील त्या ठिकाणी व त्यांच्या मार्गदर्शनाखाली विकसित करण्यात येतील. सदर प्रकल्प सेवाकरिता Fire Advisor, Government of Maharashtra यांनी कळविल्याप्रमाणे फायर स्टेशन व अनुषंगिक सुविधा विकसक यांनी उपलब्ध करून देणे बंधनकारक राहील.

१८) Sewerage Treatment plant, Solid Waste Composting plant, land fill site चे व्यवस्थापन व अन्य सविस्तर तांत्रिक बाबी अनुषंगाने महाराष्ट्र प्रदूषण नियंत्रण मंडळ मॉर्ड यांच्याकडे जमा व प्रक्रियेच्या उपलब्धतेचे प्रमाणपत्राची अट ही व्यापारी व औद्योगिक वापर व इतर वापरासाठी जोडणी देताना बंधनकारक राहील.

१९) Municipal Solid Waste, (Management and Handling) Rules २००० चे अनुषंगाने भराव क्षेत्र (Land fill site) चे व्यवस्थित व्यवस्थापन करण्याची जबाबदारी संबंधित आस्थापना यांची राहील. प्रक्रियेच्या पश्चात उरणारी घनकचरा साठा व त्याचा योग्य रीतीने विल्हेवाट लावणे याची जबाबदारी संबंधित आस्थापना यांची राहील. प्रदूषण नियंत्रण मंडळ व नियंत्रणेतरची पूर्व परवानगी घेतल्याने असा गुणधर्म असलेले भराव क्षेत्र (Land fill site) प्रस्तावित करण्यात येऊ नये. तसेच प्रस्तावित क्षेत्रामध्ये अशा प्रकारचा भराव आढळल्यास अशा भरावाचे ही योग्य प्रकारचे वैज्ञानिक पध्दतीने विल्हेवाट लावण्याकरिता संबंधित व्यवस्थापन यांची राहील.

२०) प्रस्तावित नवीन पाणी पुरवठा नकाशा (इरत आराखडा) मंजूरीनुसार Water distribution layout ची आखणी करणे तसेच, सदरचे पाणीपुरवठा योजनेची Reservoir main water harvesting system, pumping system व त्यातील इतर तांत्रिक बाबींबाबतची सर्वती परवानगी संबंधित प्राधिकरणाकडून घेणेत यावी. सदर प्रस्तावित संबंधित विभागाकडून करून घेणे आवश्यक राहील. Water Distribution lines टाकणे या सर्व अनुषंगाने इतर विभाग यांची परवानगी घेणे आवश्यक राहील.

२१) सर्वांचे सदर नकाशा (इरत आराखडा) Drainage layout / surface drain / storm water management plan ची अंमलबजावणी करणे योग्य व त्यासाठी प्रस्तावित पर्यावरण पूरक नियोजन: पर्जन्यजल / सर्व Drainage layout सर्वांचे वापरण्यात येणारे Decing, material इत्यादी बाबींचा सूक्ष्मपर्यावरणावरती प्रतिकूल परिणाम होणार नाही याबाबतची संबंधित विभागाकडून NOC घेणे आवश्यक राहील व त्यानुसार Drainage line टाकणे या सर्व अनुषंगाने सदर विभाग यांच्याकडून राहील तसेच इतरआणीक Unused treated water वितरण प्रक्रियेतून त्यावरील स्वतंत्र व्यवस्थापन करण्याची जबाबदारी संबंधित आस्थापना यांची राहील.

२२) प्रकल्पबाधित क्षेत्र वेगवगळे असल्याने अंतर्गत अंतिमतालील रस्तेदीत पोल व संरक्षक भिंत यांचे बांधकाम संबंधित विकासकाकडून तसेच अनुषंगाने लिंक खुल्ल जागेत रस्तेदीत यांचे विकसन बांधकाम संबंधित विकासकाकडून करण्यात येईल.

२३) प्रस्तावित क्षेत्रामध्ये अंतर्गत रस्ते, गटारे, पाणीपुरवठा व्यवस्था, विद्युतीकरण, दिवाबत्ती व्यवस्था, सांडपाणी व्यवस्था, पर्जन्यजल व्यवस्था, घनकचरा व्यवस्थापन, अग्निशमन व्यवस्था, वृक्षारोपण, सुशोभीकरण, पार्किंग व्यवस्था, सार्वजनिक सुविधा, सामाजिक सुविधा, खुल्ल जागा, बगीचे, क्रीडांग

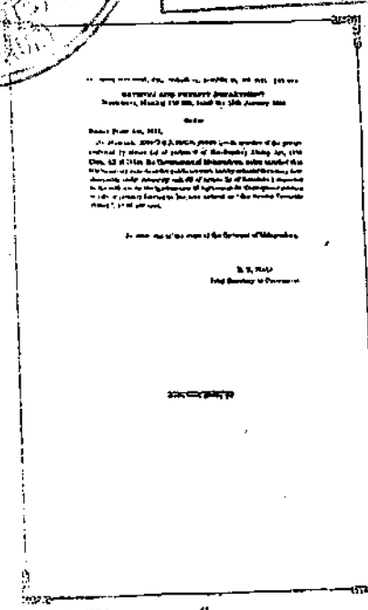
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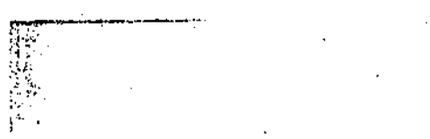
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PRAVIN KULKARNI
Advocate

E- 404, 4th Floor,
Laxminarayan Towers,
Behind Nilayam Talkies,
Pune- 411 030.

TITLE CERTIFICATE

This Title Certificate is issued with respect to the following properties as per the request of concern Owners/Developer on the basis of documents and instructions provided by them.

A) 1) DESCRIPTION OF THE SAID LARGER LAND PROPERTY:

The land admeasuring Hectares 58-43.35 Ares formed of all those piece and parcels of lands admeasuring Hectares 01-70 Ares bearing Survey Number 38/2, Hectares 04-29 Ares out of the land admeasuring Hectares 04-29.5 Ares bearing Survey Number 28/3, Hectares 04-05.35 Ares out of the land admeasuring Hectares 08-07 Ares bearing Survey Number 29, Hectares 38-09 Ares out of the land admeasuring Hectares 60-62 Ares bearing Survey Number 56 and Hectares 06-30 Ares bearing Survey Number 27 situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Grampanchayat of Village Dattawadi (hereinafter for the sake of convenience referred to and called as the said larger land property)

A) 2) DESCRIPTION OF THE SAID PROPERTY

i) The sub-divided Plot admeasuring 6825.88 Sqmtrs. bearing Number R - 22 out of the sanctioned Layout,

ii) The sub-divided Plot admeasuring 7117.29 sq meters bearing Number R - 23 out of the sanctioned Layout.

iii) The sub-divided Plot admeasuring 10972.70 sq meters bearing Number R - 24 out of the sanctioned Layout.

iv) The sub-divided Plot admeasuring 14007.50 sq meters bearing Number R - 25 out of the sanctioned Layout.

v) The sub-divided Plot admeasuring 11192.40 sq meters bearing Number R - 26 out of the sanctioned Layout.

vi) The sub-divided Plot admeasuring 33479.10 sq meters bearing Number R - 27 out of the sanctioned Layout.

vii) The sub-divided Plot admeasuring 6600.84 sq meters bearing Number R - 28 out of the sanctioned Layout.

viii) The sub-divided Plot admeasuring 38123.43 sq meters bearing Number R - 29 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi. (hereinafter for the sake of convenience referred to and called as the said property)

B) INSTRUCTIONS AND DOCUMENTS MADE AVAILABLE:

1) The title reports of following Advocates a)Title report of Adv. Chandrahari Jain, dated-08.12.2005 b)Supplementary title report of Adv. Pravin Kulkarni, dated-05.12.2008 c) Supplementary title report of

PRAVIN KULKARNI
Advocate

E- 404, 4th Floor,
Laxminarayan Towers,
Behind Nilayam Talkies,
Pune- 411 030.

Adv.Neelima Pandit, dated-05.12.2011 d) Supplementary title report of Adv. Arun Borgaonkar, dated-22.06.2012 e)Title report of Adv. Tharve, dated-13.03.2007 f) Supplementary title report of Adv. Neelima Pandit, dated-05.12.2011. g)Title report of Adv. Pravin Kulkarni dated-23.03.2009 h)Title report of Adv. Pravin Kulkarni, dated-20.03.2009.

2) Deed of Article of Agreement executed by Xrbia Developers Ltd. in favour of Xrbia Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3633/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

3) General Power of Attorney executed by Xrbia Developers Ltd. in favour of Xrbia-Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3634/2012 in the Office of Joint sub registrar MULHI No.2 (Hinjewadi).

4) Sale Deed executed by Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is registered at Sr.No.5411/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

5) Sale Deed executed by Mr. Rasiklal Manekchand Nahar and Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is registered at Sr.No.5412/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

C) INSTANCES/ TRANSFERS/ ALIENATION WITH RESPECT TO THE SAID PROPERTY -

1) I have gone through the title reports of various Advocates provided to me and I have also verified the contents with respect to the said property as mentioned in the various title reports.

2) It appears from record that Deed of Article of Agreement is executed by Xrbia Developers Ltd. in favour of Xrbia Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3633/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

3) It appears from record that General Power of Attorney is executed by Xrbia Developers Ltd. in favour of Xrbia-Hinjewadi Developers Pvt. Ltd. in respect to the said property dated-20.07.2012 which is registered at Sr.No.3634/2012 in the Office of Joint sub registrar Mulshi-No.2 (Hinjewadi).

4) It appears from record that Sale Deed is executed by Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is

PRAVIN KULKARNI
Advocate

B- 404, 4th Floor,
Laxminarayan Towers,
Behind Nilayam Talkies,
Pune- 411 030.

registered at Sr.No.5611/2012 in the Office of Joint sub registrar Mulshi No.2 (Hinjewadi).

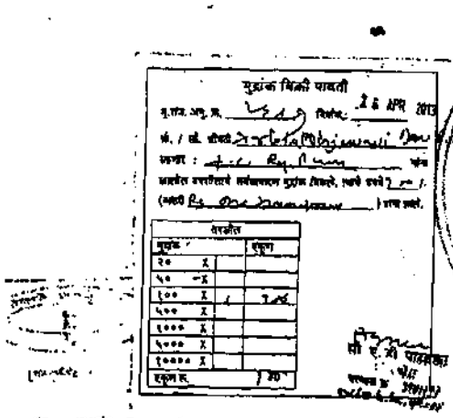
5) It appears from record that Sale Deed is executed by Mr. Rasiklal Hemkchand-Nahar and Mr. Rahul Rasiklal Nahar in favour of Xrbia Developers Ltd. in respect of the properties mentioned in the document dated-12.10.2012 which is registered at Sr.No.5612/2012 in the Office of joint sub-registrar Mulshi No.2 (Hinjewadi).

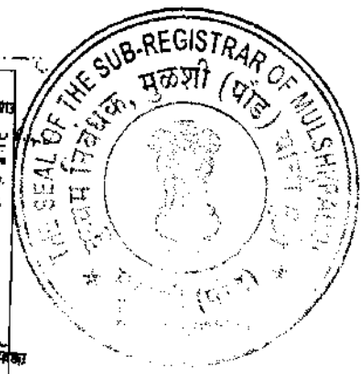
6) OPINION –

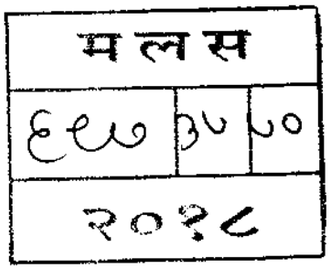
I have framed my on opinion only and solely on the basis of instructions and documents referred above provided to me. On perusal of all record made available to me as mentioned above I have reached at opinion that the said property is having clear and marketable title and the said property is free from charges and encumbrances. So Xrbia-Hinjewadi Developers Pvt. Ltd. is entitled to develop the said property as per the prevalent rules and regulations prescribed by the statute. This title certificate.

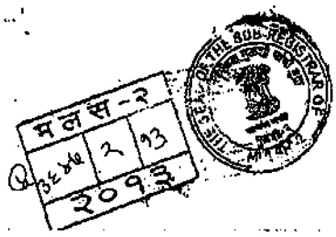
Place- Pune
Date- 15.10.2012

Adv.Pravin Kulkarni



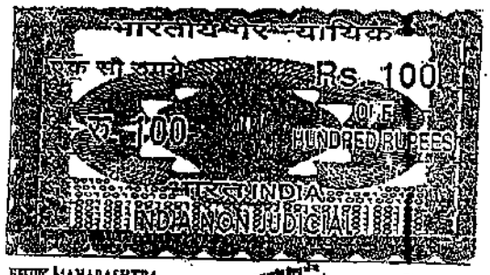






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MAHARASHTRA
20 JUL 2012
FK 464286

GENERAL POWER OF ATTORNEY

KNOW TO ALL MEN THESE PRESENTS SHALL COME We

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(1) XRBIA DEVELOPERS LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 929, F.C. Road, Mantri House, Pune- 411 004 by the hand of its Authorized Signatory, SHRI. YOGESH NARAYAN NIKAM, Age-39 Years, Occupation- Service

(2) MR. RAHUL RASIKLAL MAHAR
Age - 37 Years, Occupation - Business/ Agriculturist,
Residing at :- 150, Mulund Nagar, Pune-411 037.

(3) MR. RASIKLAL MANIKCHAND MAHAR
Age - 60 Years, Occupation - Business/ Agriculturist,
Residing at :- 150, Mulund Nagar, Pune-411 037.

Hereinafter referred to or called as "THE EXECUTANTS", (Which expression unless repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, Director, and permitted assignees etc.)

WHEREAS :

A. The Executants herein are seized, owned, possessed and well and sufficiently entitled to the pieces and parcels of land bearing No. S.No.18/2, 38/3, 39, 55 & 57 situated at Village Mare Dattawadi, Taluka: Mulshi, District: Pune which is more particularly described in the First Schedule and subject matter of the Articles of Agreement is more particularly described in second schedule, which is mentioned as sector No.27 to 29 out of the said master plan together with the right of way over 18 meter wide road connecting to the said plots in the sanctioned layout of Special Township situated at Village Mare Dattawadi, Taluka: Mulshi, District: Pune which is hereinafter for the sake of convenience referred to as " THE SUBJECT LAND". The Subject Land is shown in red colour in the attached herewith map.

B. The said Executants have decided to develop the Said Subject Land in Articles of Agreement with XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED, A Company incorporated under the Companies Act 1956 having office at - 929, Mantri House, 2nd Floor, F.C.Road, Pune-411 004 through its Director Mr. Shekhar Jhattaiboy Sevlekar, Age 40 years, Occ. :- Service.

C. And in pursuance of that, entered into Articles of Agreement dated 3rd July 2012 (hereinafter referred to as "THE SAID DEVELOPER"). Considering aforesaid Articles of Agreement, the said Developer has authority to construct high rise building/s and develop the said Subject Land and to dispose off the same in favour of ultimate buyer and to complete the aforesaid transactions smoothly and to complete the project on the said Subject Land at the earliest, as per request of the said Developer, we have decided to appoint the Said Developer, authorized to act being Constituted Attorneys to do the following

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acts, deeds, matters and things either jointly or severally in relation to the said Subject Land, being owner of the said Subject Land and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT:

Executants do hereby nominate, constitute and appoint **KARTA HINJEWADI DEVELOPERS PRIVATE LIMITED**, A Company incorporated under the Companies Act 1956 having office at - 912, Hamot House, 1st Floor, F.C.Road, Pune-411 004 through its Director Mr. Shekhar Dattatray Savlekar, Age 40 years, Occ :- Service authorize to act as true and lawful attorney for us and in our name being owner of the said Subject Land one of the party in Articles of Agreement in respect of the said Subject Land, to do or cause to be done all or any of the acts deeds, things and matters that is to say-

1. To construct and develop the said Subject Land in accordance with the terms and conditions of these presents and for that purpose to do each and all necessary acts, deeds for the fulfillment of purpose of the present Articles of Agreement.

2. To do all things, deeds, matters and acts in and in Office of the Competent Authority/Tribunal under any law, Development Controlling Authority, Director of Town Planning, Maharashtra State, M.S.E.D. Co. Ltd., Revenue Authority, Pune Mahanagar Regional Development Authority, Office of Central and State Govt. Food and Supply Distribution authority or any other local authority etc, and Industries, Energy and Labour Department of Government of Maharashtra, the courts, including the Supreme Court Of India that is to say-

a) To appoint engage Project Consultants, Architects, Engineers, Structural Designers, Advocates Solicitor's Chartered Accountants, etc. and all other professional as the case may be.

b) To sign and submit proceedings for the Revenue Authority, so also for amalgamation, sub-division plan of the said Subject Land or layout plan for any part thereof and further layout plan of the said Subject Land or any part thereof to the concerned sanctioning authority and obtain proper sanction and to do all acts and things as may required for aforesaid sanctions, orders etc from any Government, or any Government Authorities.

c) To sign and submit all necessary plans, building line, [illegible] plan, waterline layout plan, revised plans, record plans, renewal etc. in respect of the said Subject Land or any part thereof to be constructed on the said Subject Land or any part thereof the respective authorities.

d) To sign and submit all necessary forms, applications, agreements, undertakings, deeds, documents, swear affidavits, to give oral or documentary evidence.

SUB-REGISTRAR OF MULSHI (PUNE) मुळशी (पुणे) क्रमांक ४ MULSHI(PUNE)

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e) To obtain all types of orders, permissions, water permission/s, electrical connection/s, permissions to obtain cement, steel or any other material from the respective controlling authority, such as generally to obtain all types of permissions, orders, judgments, from the respective offices, or authority or authorities in respect of the said Subject Land.

f) To file or defend and suit, proceedings in the civil or criminal courts or the Competent Authority, receive services of summons and notices on behalf of us or any of us and also to give any documentary evidence and produce all necessary deeds and documents and papers etc. in the proceedings and obtain all other judgments decree/s etc. from the respective courts.

g) To settle, compromise any matter/s, suits, appeal/s out of the courts and if required to appoint any arbitrator, or arbitrators and give implementation of the final order or settlement.

h) To receive any consideration amount, deposit amount, receive refund, if any, and to settle, adjust, deduct or allow all accounts, claims and demands.

i) For the purpose to get determine ratable value or value under any law of the said Subject Land or the building to be constructed on the said Subject Land and to sign and submit all the applications etc., give oral or documentary evidence and to do all other acts and things connected therein before the concern authority.

j) To obtain all permissions, sanctions, no objection certificate etc. under various acts which may be requires from time to time for duly execution and registration of any instruments/s or final conveyance deed/s etc.

k) To file forms, application, undertaking, indemnity bond, affidavit or deed and documents to open and maintain the bank accounts, fulfill all necessary formalities of the bank and follow all terms and conditions referred to in the Article of Agreement.

l) In general to represent us before any Government, Semi-Government Offices, Corporations Bodies and all authorities of defense, airport, aviation, forestry, state and central ministry, local authorities etc. for getting the necessary permissions, clearances, no objection certificates, sanctions etc. and for the purpose to sign and submit the forms, applications, affidavits and any other documents etc.

m) To represent before any Competent Authority, Appellate Authority and any other authority established under any law from time to

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time and to sign/submit all the necessary papers, forms, plans, deeds, documents, etc. and lead oral or documentary evidence/s and obtain all types of permission/s, orders and/or sanctions to deposit any amount and/or to get the refund if any.

4. To present us in any office of Central or State Govt. and sign and submit all necessary forms, applications, papers, give oral or documentary evidence have necessary orders including order. For the aforesaid purpose if required in circumstances, file any suit or proceeding against any of us and obtain proper orders and get implemented the orders etc.

5. The constituted Attorney shall have authority to file or defend Civil or Criminal cases and give oral or documentary evidence and obtain all appropriate orders or judgments from various court/s, appropriate authorities, competent authorities, appellate authorities etc. under various laws as the constituted attorney and said Developer may think fit and proper.

6. In terms of the Articles of Agreement executed between us and said Developer, have to deal with the said Subject Land or any part of it or any kind of flats, units, shops, offices, commercial units, buildings, or any type of constructed unit and tenements etc. which are to constructed or carved on the said Subject Land or any part thereof and in pursuance of that, to receive the consideration etc. Also to sign execute necessary Agreement to Sale, Sale Deeds, Lease Deeds, Correction Deeds, Cancellation Deed, Supplementary Deeds, Conveyance Deeds, Power of Attorney or and other deeds, documents under whatsoever head in respect of said Subject Land or any part there of with respect to buyers, lessee etc. and for that do all such acts, such things, matter to get the document register and to receive consideration for which the said Developer shall have pathancy and power to sign and execute all or any such document on behalf of us.

7. To present the documents etc. for registration in the appropriate registering office and admit the execution and signatures or execute the document on our behalf and admit the receipt of payment of considerations and to do all acts and things which are necessary for duly execution and registration of aforesaid documents for the complete the transaction in all aspects.

8. To hand over the possession of the said Subject Land or part thereof to the buyers, lessee, etc. in terms of the transaction as hereinabove written and in pursuance there to execute any instrument being Supplementary Agreement with Possession, Possession Agreement, Conveyance Deed or any instrument being final transfer of subject land or part thereof etc. and further to handover the possession of area under road, open space, amenity space, electrical substation, and transformer room etc. to concerned authorities and by executing these present authorize said Developer being our constituted attorney, shall have authority and powers to sign and execute all or any such document.

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9. To sign and execute any deeds, documents, Deed of Assignment, Lease Deed, Surrender Deed, Sale Deed/s or Agreements, leasehold rights in respect of the said Subject Land and/or to execute conveyance deed and convey the said Subject Land being free hold or leasehold with or without building in favour of the such society which is to be formed of flat holders which are to be carved on the said Subject Land or any part thereof and do all such things whatever required for aforesaid transfer and for that, by executing these present, we authorize to said Developer being our constituted attorney shall have authority and powers to sign and execute all or any such document on behalf of us.

10. To execute any forms, application, declaration, affidavits, deeds, documents to form a Co-operative Housing Society under Maharashtra Co-Operative Societies Act, 1960 & to execute all applications, deeds, documents as may required under various acts and rules including under the provisions of Maharashtra Co-operative Societies Act 1960 and rules made there under.

11. To execute required deeds, documents, declarations, affidavits, as contemplated under the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Maharashtra Apartments Ownership Act, 1970 and rules framed there under.

12. To appoint any substitute or substitutes and at pleasure to remove and appoint another Attorney with all or any limited powers provided authorities granted to the Constituted Attorney in pursuance of these present should not exceed and should be within frame of law. In pursuance of these presents if Constituted Attorneyes are appointed and they shall be entitled to use the authority as their convenience and the act commenced by one Constituted Attorney may be completed by another Constituted Attorney.

13. For aforesaid purpose subject to the restriction imposed in this present, in general to do all acts, deed, matters and things, sign all plans, swear affidavits, deed, documents, etc. and submit the same to the respective authority/ies and obtain necessary permission/s, sanction/s, order/s etc.

14. We for ourselves and for our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm whatsoever the said attorney or any substitute or substitutes acting under him shall do or purport to do by virtue of the es presents.

15. Revocation of this Power of Attorney shall be effected by executing revocation deed being declaration signed and registered by us or revocation deed signed by this Power of Attorney executants and constituted attorney/ies, till such instrument as the case may be, does not come before person or authority who on relying upon this power of Attorney, such person or authority

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shall presume this Power of Attorney is in existence and enforceable in law in all respect.

16. This Power of Attorney is executed by the undersigned covenants in pursuance of Agreement dated [illegible] this instrument attract stamp of Rs. 100/- and accordingly the same is paid herewith.

THE FIRST SCHEDULE ABOVE REFERRED TO

The contiguous block of land admeasuring Hectares 58 = 43.35 Ares (entire) of all those pieces and parcels of lands admeasuring Hectares 01 = 70 Ares bearing Survey Number 38/2, Hectares 04 = 79 Ares out of the land admeasuring Hectares 04 = 79.5 Ares bearing Survey Number 38/3, Hectares 08 = 05.35 Ares out of the land admeasuring Hectares 09 = 07 Ares bearing Survey Number 39, Hectares 38 = 99 Ares out of the land admeasuring Hectares 40 = 82 Ares bearing Survey Number 56 and Hectares 11 = 30 Ares bearing Survey Numbers 57 situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi and falling in the "Agricultural" Zone under the Regional Plan for Pune Metropolitan Region currently in force and the same is bounded as follows:

On or towards the East:	Survey No.57 (P)
On or towards the South:	Village boundary of Nere.
On or towards the West:	Village boundary of Kasarsai & S.No.52 (P), S.No.37 (P), S.No.34 & S.No.31
On or towards the North:	S.No.58,36,39,40 & 42.

THE SECOND SCHEDULE ABOVE REFERRED TO

I) The sub-divided Plot admeasuring [illegible] sq meters bearing Number R – 32 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

II) The sub-divided Plot admeasuring [illegible] sq meters bearing Number R – 33 out of the sanctioned Layout of the said Larger

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Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

III) The sub-divided Plot admeasuring 18872.70 sq meters bearing Number R – 24 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

IV) The sub-divided Plot admeasuring 14882.58 sq meters bearing Number R – 25 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

V) The sub-divided Plot admeasuring 11102.40 sq meters bearing Number R – 26 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VI) The sub-divided Plot admeasuring 17479.10 sq meters bearing Number R – 27 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

VII) The sub-divided Plot admeasuring 9633.94 sq meters bearing Number R – 28 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi.

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VIII) The sub-divided Plot admeasuring 28129.43 sq meters bearing Number R – 29 out of the sanctioned Layout of the said Larger Land situate, lying and being at Village Dattawadi within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Dattawadi out of the said master plan together with the right of way over 18 meter wide road connecting to the said plots R- 22 to R-29.

IN WITNESS WHEREOF EXECUTANTS HAVE HERETO SET AND HANDS AND SEALS ON THE THIS [illegible] DAY OF [illegible] PUNE.

SIGNED SEALED AND DELIVERED
by the "EXECUTANTS"

1) XRBIA DEVELOPERS LIMITED
(Previously known as Ellai Developers & Realtors Ltd.)
through its Authorised Signatory
SHRI. YOGESH NARAYAN MHAM

2) MR. RAHUL RASIKLAL MAHAR

3) MR. RASIKLAL MANIKCHAND MAHAR

We accept the powers and authorities conferred upon us by virtue of these presents

XRBIA MINJEWADI DEVELOPERS PRIVATE LIMITED
through its Director
MR. SHEKHAR DATTATRAY SAVLEKAR

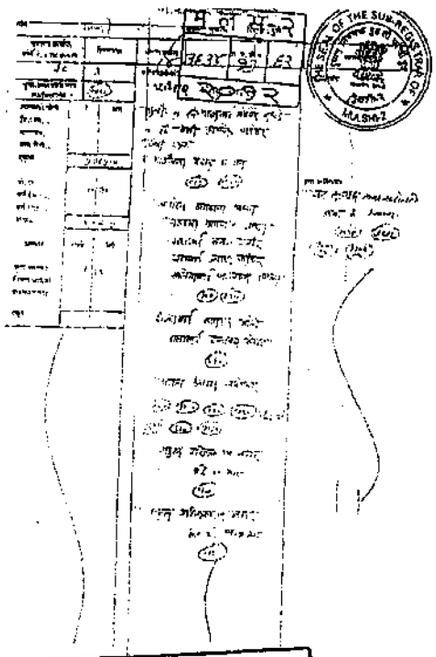
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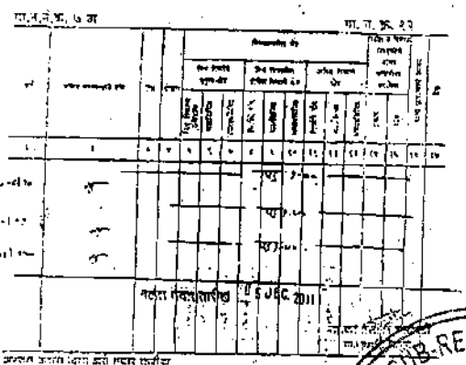
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Address [illegible]

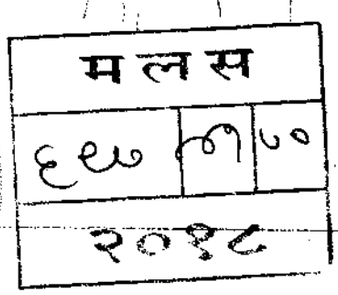
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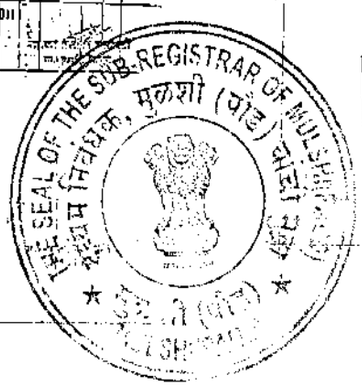
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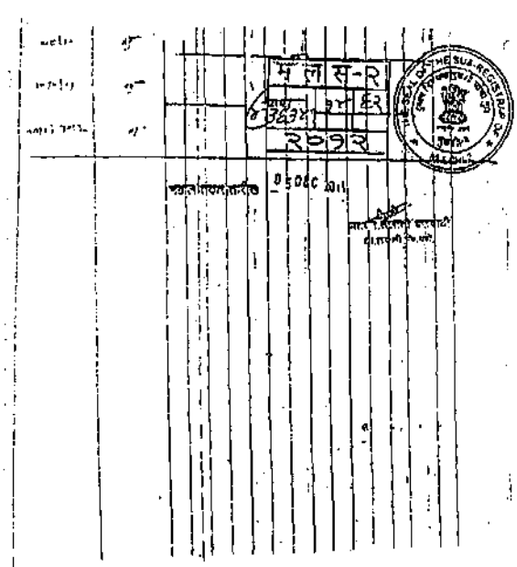

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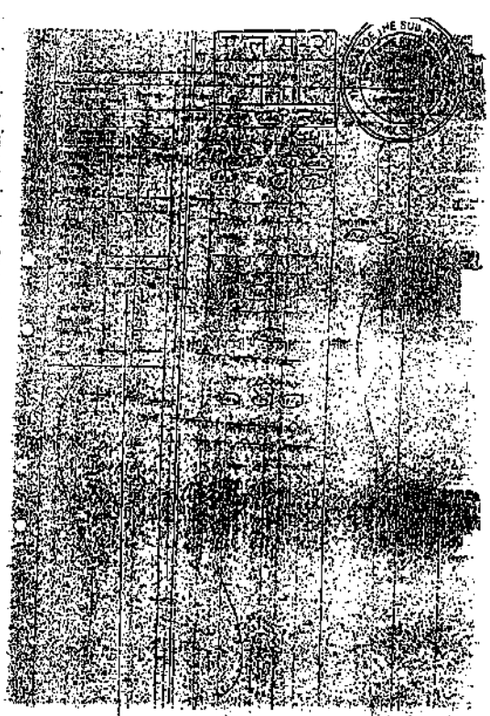

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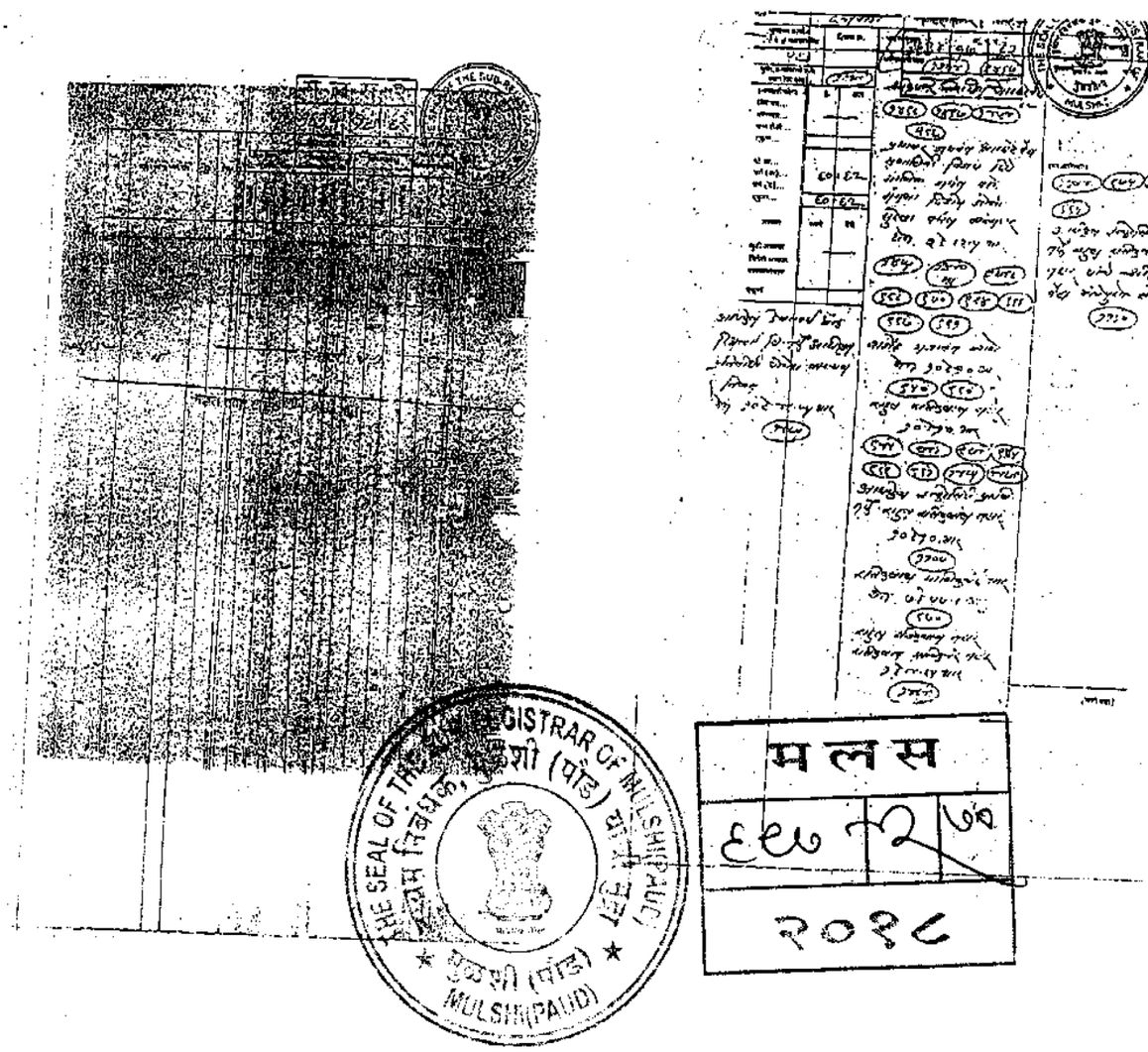


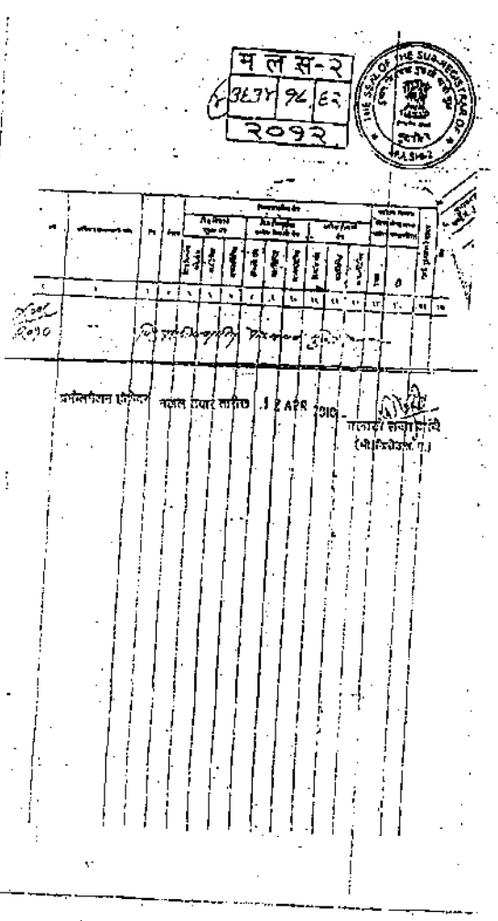

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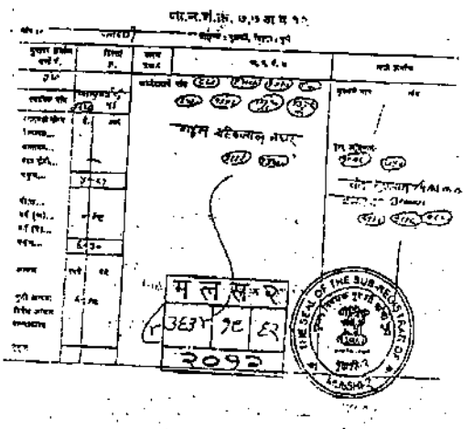

THE SEAL OF THE SUB-REGISTRAR OF MULSHI

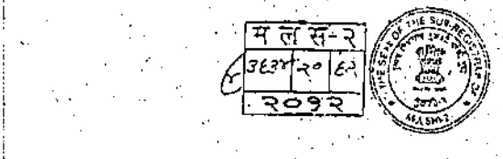

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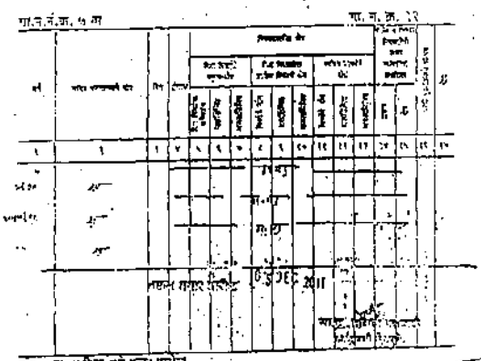


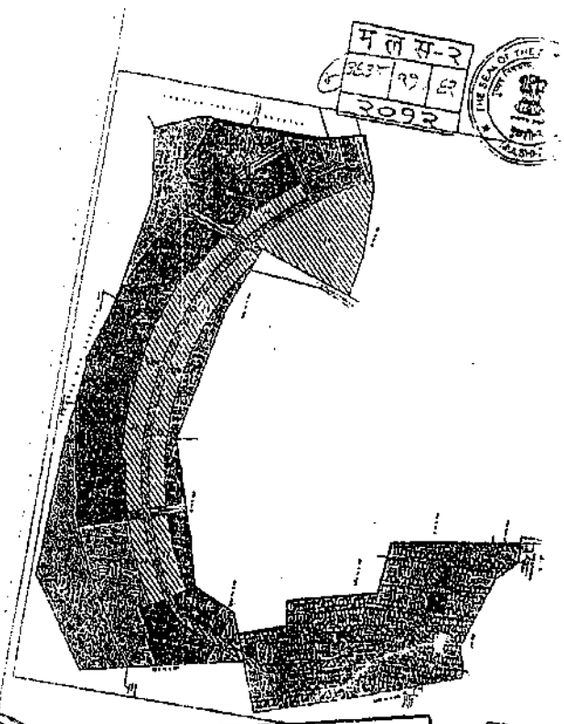

THE SEAL OF THE SUB-REGISTRAR OF MULSHI(PAUD)
मुळशी (पौड)
MULSHI(PAUD)
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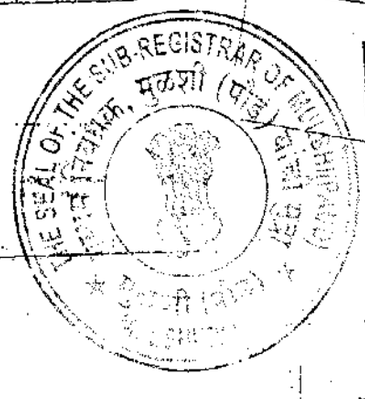

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI
MULSHI

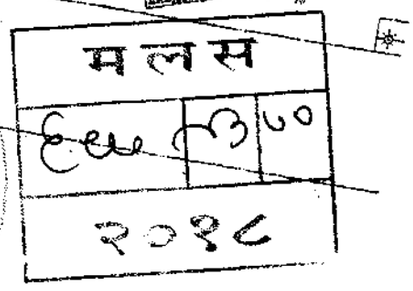

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI
MULSHI













किंमत : रुपये ३०.००

महाराष्ट्र शासन राजपत्र

असाधारण

भाग एक—पुणे विभागीय पुरवणी

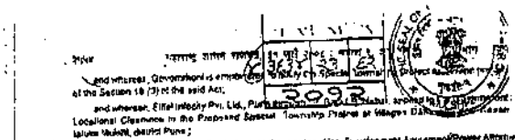
शासकीय अधिसूचना, मंत्रालय, मलबार हिल, मुंबई-४०० ०३२

दिनांक ९ जुलै २००८

URBAN DEVELOPMENT DEPARTMENT

Mantralaya, Mumbai-400 032

Dated 9th JULY 2008



and whereas, Government is empowered to modify the Special Township Project as per the provisions of the Section 18 (3) of the said Act;

and whereas, Eifel Infocity Pvt. Ltd., Pune has entered into Development Agreement/Power of Attorney/Sale-Deed with owners of the 81.20 hectares land under the Proposed Special Township Project and he is entitled and allowed to the effect that Development Rights have been acquired and possession of the land is with company;

and whereas, the Environment Department and Irrigation Department has given NOC for the Special Township Project on certain conditions;

and whereas, Government is empowered to modify the Special Township Project as per the provisions of the Section 18 (3) of the said Act;

And whereas, after consulting the Director of Town Planning, Pune, Maharashtra State, the Government is of the opinion that the Proposed Special Township Project submitted by Eifel Infocity Pvt. Ltd., Pune as per the provisions of the Development Control Rules for the Special Townships.

Now, therefore, in exercise of the powers conferred under Section 18 (3) of the said Act, Government, hereby notifies the Special Township Projects submitted by Eifel Infocity Pvt. Ltd., Pune as modified Special Township Project, subject to the following conditions :—

(A) The Reservations of Public Purpose and Road Amenities for the population to be accommodated within the Special Township shall be shown in the plans and shall also be implemented while development by the Developers at his own cost.

(B) Permission for Environmental Department of Government of India as envisaged in Environmental Impact Assessment Notification, dated 14th September 2006 shall be obtained before issue of letter of intent.

(C) Conditions mentioned in Irrigation Department's Letter No. Sankirn-1007/(411/07)/07-I, dated 28th June 2007 shall be binding on the Developer.

(D) Developer shall make suitable arrangements for disposal of Solid Waste and shall be abided by provisions of Act and Rules in that behalf.

(E) Developer shall provide minimum 12 mtrs. wide accesses to the lands which are not abutting by the lands under Special Township.

(F) Drinking water facility for township shall be made by the Developers at his own cost.

(G) Public park and other public Ayjas in the lands under project, shall be kept intact.

Note—(1) Details of the lands under the Notified Special Township Project are given in annexure 'A' appended hereunto and also showing the boundaries of the Special Township Project is given in annexure 'B' appended hereunto.

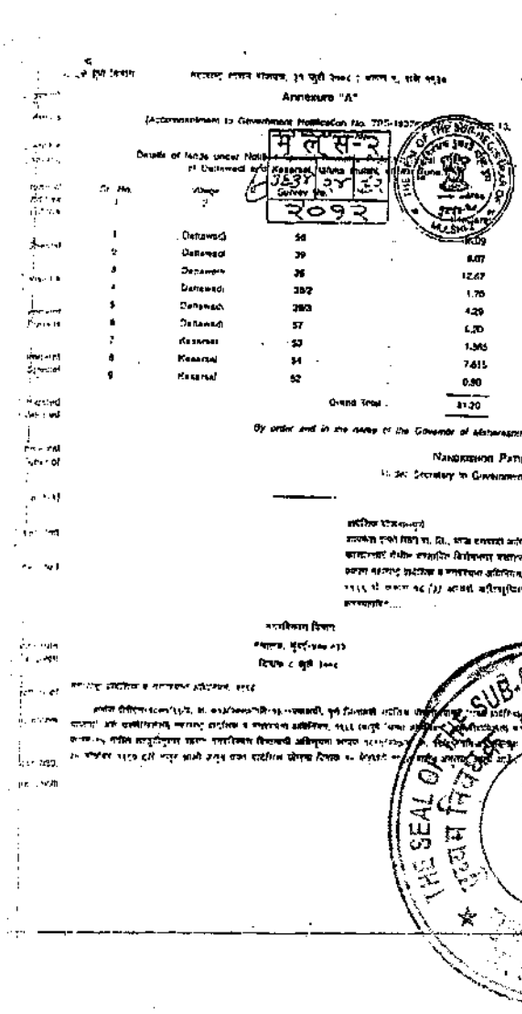
(2) Details of land and plan i. e. annexure 'A' and 'B' shall be available for the inspection in the general public during office hours on all working days at the following offices,—

(i) The Deputy Director of Town Planning, Pune Division, S. No. 142, Shivajinagar, Opposite Bank of Maharashtra, Pune-411 005.

(ii) The Collector of Pune.

(iii) The Assistant Director of Town Planning, Pune Division, 203, Narayan Peth, Pune-411 030.

(3) This notification is also published on Government's web site at www.dcr.maharashtra.gov.in



Annexure "A"

(Accompaniment to Government Notification No. TPS-1907/

Details of lands under Notif... Khasra/ Survey No. | Village | ...

Sr. No.	Village	Khasra/ Survey No.	Area
1	Dattawadi	56	
2	Dattawadi	39	8.07
3	Dattawadi	36	12.67
4	Dattawadi	38/2	1.76
5	Dattawadi	28/3	4.29
6	Dattawadi	57	6.20
7	Kasarsai	53	1.365
8	Kasarsai	54	7.615
9	Kasarsai	52	0.90
	Grand Total :		51.20

By order and in the name of the Governor of Maharashtra,

Nandkishore Patil,
Jt. Sec. Secretary to Government.

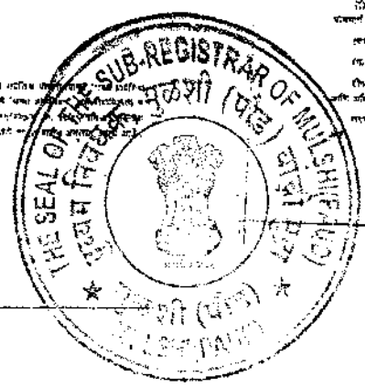
अधिसूचना क्रमांक-मुरुशी

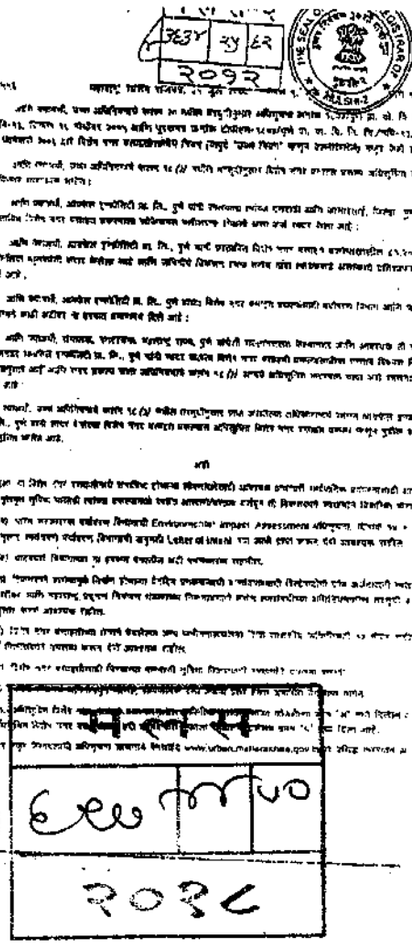
ज्याअर्थी, वरील नमूद केलेल्या जमिनी, मौजे दत्तवाडी आणि कासारसाई येथील प्रस्तावित विशेषनगर वसाहत प्रकल्प महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६ चे कलम १८ (१) अन्वये अधिसूचित झालेल्या आहेत.....

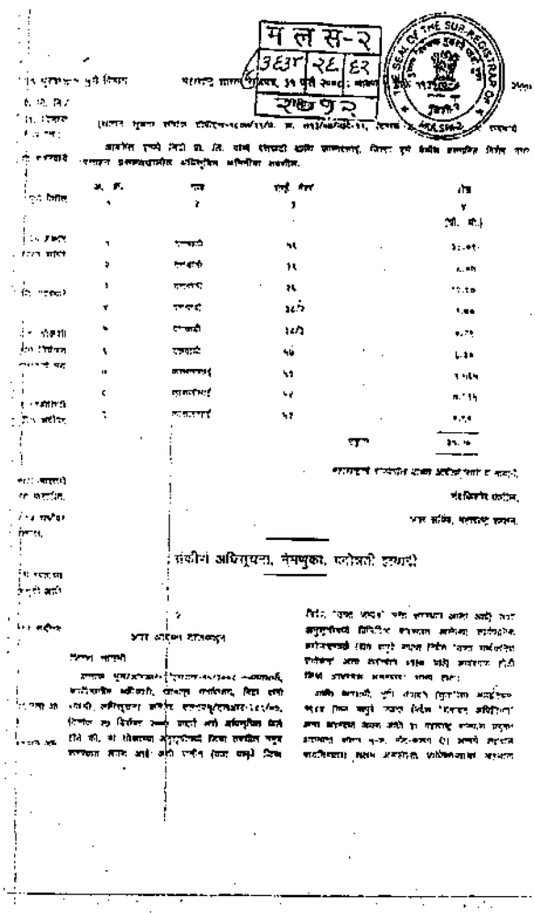
मालकीचा तिढा

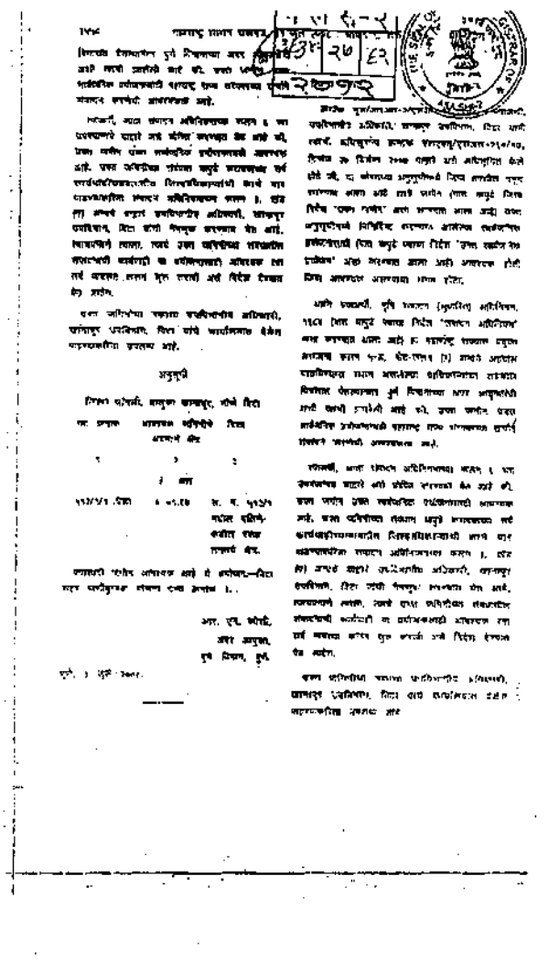
पेठाळा, मुरुंद-४७०...

दिनांक ८ जुलै २०१८

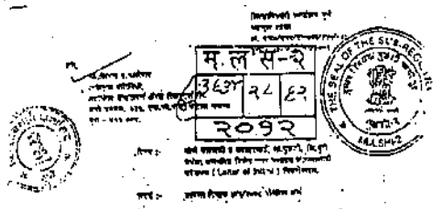


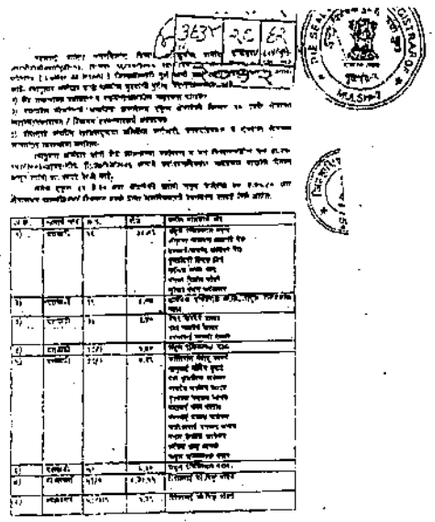




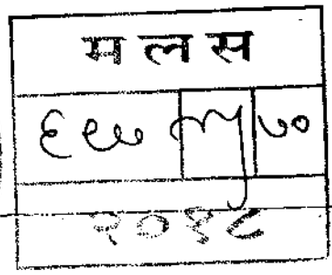


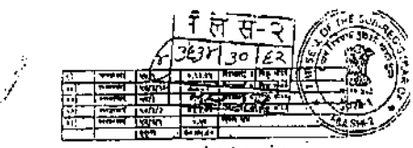
संचीन अधिसूचना, नेमणुका, मालोजी इत्यादी

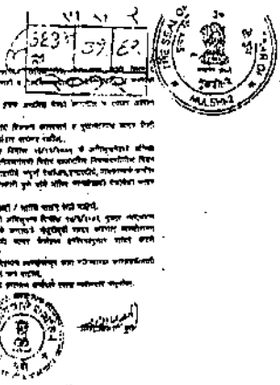

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI
मुळशी (पौड)


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म.ल.स-२
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GOVERNMENT OF MAHARASHTRA
Urban Development Department,
Mantralaya, Mumbai 400 032.

CORRIGENDUM
Date – 27.04.2009

No. TPS-1807/99/CR-733/07/UD-13

Maharashtra Regional & Town Planning Act 1966

In the Government in Urban Development Department Notification No. TPS-1807/99/CR-713/07/UD-13 dated 8th July 2008 published in MGG dated 31st July 2008 at page No.2533 to 2537, correction shall be made as follows :-

	In Place of	Read
	Survey No.	Survey No.
Page No. 2538 Appendix A Column No.3	35	35(p)
	39	39
	56	56(p)
	36/2	36/2
	36/3	36/3
	37	37
	53	53(p)
	54	54(p)
	52	52(p)

By order and in the name of the Governor of Maharashtra.

(V. M. Raunde)
Under Secretary to Government

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प्रति,
जिल्हाधिकारी, पुणे विभाग, पुणे.
सहायक संचालक, नगर रचना, महानगर क्षेत्र, पुणे.
जिल्हाधिकारी, पुणे..
सहायक संचालक नगर रचना, पुणे विभाग, पुणे.
सहायक संचालक नगर रचना, पुणे शहर, पुणे.
मुख्याधिकारी, खेड/आळंदी नगरपरिषद, पुणे.

(वरील दिनांकी क्रमवार खेड की, खेड/आळंदी हद्दीतील मुद्रांकशुल्क महसूलाच्या राजमुद्रांच्या भाग-१, पुणे विभाग, पुणे मुद्रणाचा पान-१ मधील प्रसिद्ध करण्यात आलेली १ अधिसूचना विभागाचे, संचालक नगर रचना, महानगर क्षेत्र, पुणे, जिल्हाधिकारी, पुणे, सहायक संचालक नगर रचना, पुणे विभाग, पुणे, सहायक संचालक नगर रचना, पुणे शहर, पुणे तसेच मुख्याधिकारी, खेड/आळंदी नगरपरिषद, पुणे अधिकारी (वरील २१), तसेच विभागीय विभाग, नाशिक, पुणे.

तसेच दिनांकी क्रमवार खेड की, मध्ये मुद्रांकशुल्क महसूलाच्या पोचपावतीवर प्रसिद्ध करावी.
निवेदनकर्ता (वरील १३).

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THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PUNE) दुय्यम निबंधक, मुळशी (पुणे) क्र.१ ते ५ (भाग) M.L.SHI.(PUN)

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भारत सरकार-कम्पनी कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, पुणे

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GOVERNMENT OF INDIA - MINISTRY OF COMPANY AFFAIRS
Registrar of Companies, Maharashtra, Pune

Fresh Certificate of Incorporation Consequent upon Change of Name

I hereby certify that EIFFEL INFOCITY PRIVATE LIMITED which was originally incorporated on Twenty Second day of September Two Thousand Four under the Companies Act, 1956 (No. 1 of 1956) as EIFFEL INFOCITY PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, vide letter No. 5/5/2012-CL-III dated 24/09/2012 of the Ministry of Corporate Affairs, New Delhi, Notification No. G.S.R. 507 (E) dated 04/09/2003 vide SRN B91691410 dated 31/08/2012 the name of the said company in this day changed to XRBIA DEVELOPERS LIMITED and this Certificate is issued pursuant to Section 21(1) of the said Act.

Given at Pune this Tenth day of June Two Thousand Twelve.

Registrar of Companies, Maharashtra, Pune

"Note: The corresponding form has been approved by SHASHIKANT DATTATRAY PATIL, Joint Chief Registrar of Companies and the certificate has been digitally signed at the Pune Registrar premises a person permissible digital signature under rule 9(7) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.
This digitally signed certificate can be verified on the following website www.mca.gov.in"

Mailing address as per record available in Registrar of Companies office:
XRBIA DEVELOPERS LIMITED
OFFICE NO. 1201/20, PATIL PLAZA, INTERNATIONAL CHOWK, PARVATI,
PUNE - 411009,
Maharashtra, INDIA

THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PUNE)

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XRBIA DEVELOPERS LTD.

923, 1st Floor, Model House, F.C. Road, Pune - 411 004

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF XRBIA DEVELOPERS LIMITED, HELD AT 923, Model House, F.C. Road, Pune - 411 004 ON 30TH JUNE, 2012.

AUTHORITY TO EXECUTE ARTICLE OF AGREEMENTS AND POWER OF ATTORNEY ON BEHALF OF COMPANY

RESOLVED THAT, pursuant to provisions contained in the Companies Act, 1956 and other applicable provisions if any, and provisions contained in the Articles of Association of the company, the Board of Directors authorizes MR. YOGESH NARAYAN MIRANI as Authorized Signatory, to execute the pending Deeds of Sale and Conveyance about execution and registration of Article of Agreements and Power of Attorney of land admeasuring 108609.74 square meters, from the combined layout of lands bearing Survey No. 8-23 to 8-29 of S.No.35/2, 36/3, 39, 58 & 57 situated at Village Mann Dattawadi, Taluka: Mulshi, District: Pune with XRBIA DEVELOPERS LIMITED, against the part consideration amount of Rs. 4,00,00,000/- and on such other terms and conditions of the said sale deed.

RESOLVED FURTHER THAT, MR. YOGESH NARAYAN MIRANI as authorized signatory, be and is hereby authorized to sign, execute, admit and present and register the documents viz. Article of Agreements and Power of Attorney or any other relevant documents of the above settlement land before the concerned Sub-Registrar for registration and subject to condition that he should satisfy himself with the legality of the documents, would execute, admit and present the documents on behalf of the company and he will not make any change any draft without prior approval of the Board of Directors. If any, legality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, MR. YOGESH NARAYAN MIRANI is authorized to execute, admit and present the documents viz. Article of Agreements and Power of Attorney or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the foregoing resolution.

Note: This resolution is for execution / presentation of Article of Agreements and Power of Attorney on behalf of the company with respect to above mentioned land only.

Certified True Copy
FOR XRBIA DEVELOPERS LTD.

DIRECTOR



XRBIA HINJEWADI DEVELOPERS PVT. LTD

903, 1st Floor, Phirodi House, P.C. Road, Pune - 411 004

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF XRBIA HINJEWADI DEVELOPERS PVT. LTD., HELD AT 903, Phirodi House, P.C. Road, Pune - 411 004 On 30th, June, 2012.

AUTHORITY TO EXECUTE ARTICLE OF AGREEMENTS AND POWER OF ATTORNEY ON BEHALF OF COMPANY

RESOLVED THAT, Pursuant to provisions contained in the Companies Act, 1956 and other applicable provisions if any, and provisions contained in the Articles of Association of the company, the Board of Directors authorizes MR. SHEKHAR DATTATRAY SAVLEKAR as Authorized Signatory, to perform the following operations duties and responsibilities about execution and registration of Article of Agreements and Power of Attorney of land admeasuring 108008.24 square meters, from the sanctioned layout of survey bearing Survey No. 9-21 to 9-24 of S.No.38/3, 38/3, 39, 36 & 37 situated at village Pirangut, Taluka: Mulshi, District: Pune with XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED, against the part consideration amount of Rs. Rs. 4,00,00,000/- and on such other terms and conditions as the Board may think fit.

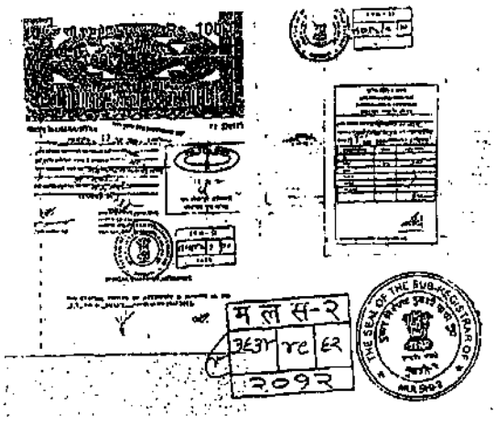
RESOLVED FURTHER THAT, MR. SHEKHAR DATTATRAY SAVLEKAR as authorized signatory, be and is hereby authorized to sign, execute, submit and present and register the documents viz. Article of Agreements and Power of Attorney or any other relevant documents of the above mentioned land before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with the legality of the documents, would execute, submit and present the document on behalf of the company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality in connection thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, MR. SHEKHAR DATTATRAY SAVLEKAR is authorized to execute, submit and present the documents viz. Article of Agreements and Power of Attorney or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the aforesaid resolution.

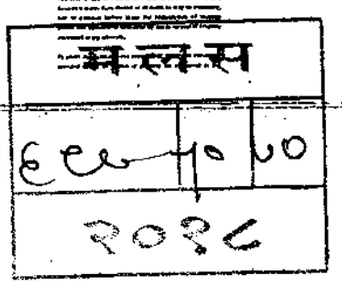
Note: This resolution is for execution / presentation / registration of Article of Agreements and Power of Attorney on behalf of the company with respect to above mentioned land only.

CERTIFIED TRUE COPY
FOR XRBIA HINJEWADI DEVELOPERS PVT. LTD.

DIRECTOR

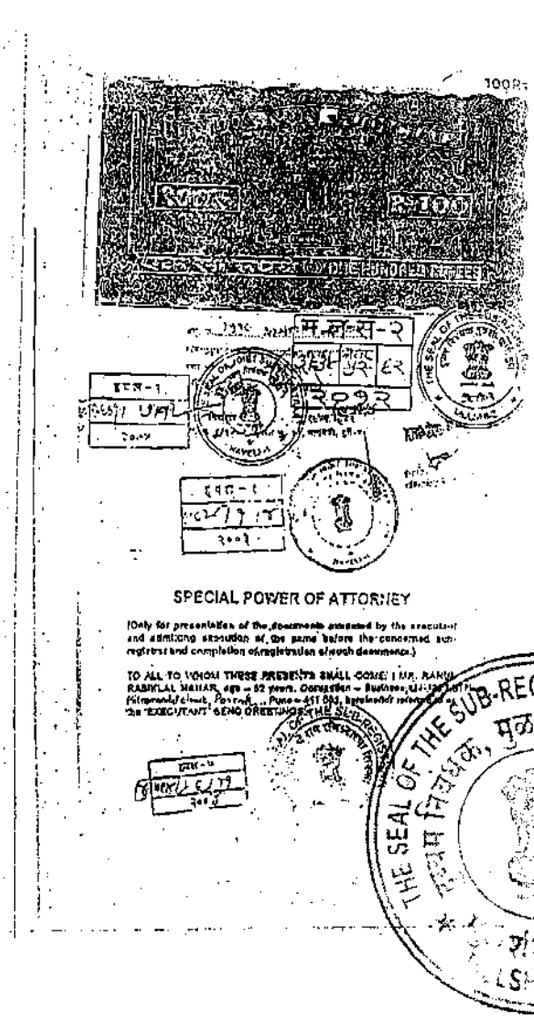










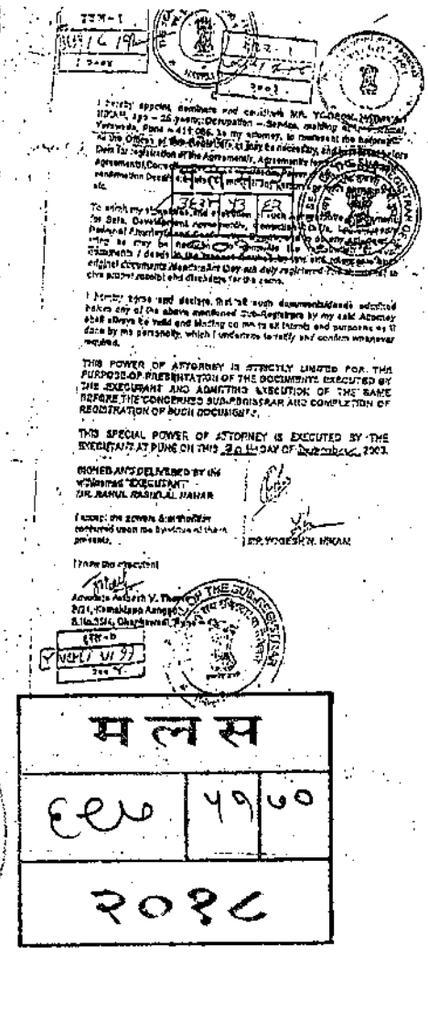


SPECIAL POWER OF ATTORNEY

(Only for presentation of the documents executed by the executant and admitting execution of the same before the concerned sub-registrar and completion of registration of such documents.)

TO ALL TO WHOM THESE PRESENTS SHALL COME: I MR. RAHUL RAMLAL MAHAR, age – 32 years, Occupation – Business, R/o. [illegible] Pitamahadi Chowk, Panvel, ... Pune – 411 206, hereinafter referred to as the "EXECUTANT" SEND GREETINGS:

THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PUNE)
मुळशी निबंधक, मुळशी (पुणे)
MULSHI (PUNE)



I hereby appoint, constitute and constitute MR. YOGESH NARAYAN MOKAL, age – 36 years, Occupation – Service, residing at [illegible] as my attorney, to represent me before the Sub-Registrar of Assurances, Mulshi and to do all acts, deeds and things as may be necessary for the registration of the Agreement, Agreements, Conveyance Deed, [illegible] etc.

To which my attorney shall appear before the Sub-Registrar for Sale, Development agreements, Conveyance Deed, Power of Attorney and Confirmation Deed [illegible] and admit the execution thereof and do all such acts, deeds and things as may be necessary in connection therewith and I hereby agree to ratify and confirm all and whatsoever my said attorney shall lawfully do or cause to be done in the premises by virtue of these presents. I further agree that I shall execute and register the original documents hereinafter they are duly registered. I hereby agree to give proper, possible and desirable help for the same.

I hereby agree and declare, that all such documents/deeds executed before any of the above mentioned Sub-Registrars by my said Attorney shall always be valid and binding on me as if I myself had done by me personally, which I undertake to ratify and confirm whenever required.

THIS POWER OF ATTORNEY IS STRICTLY LIMITED FOR THE PURPOSE OF PRESENTATION OF THE DOCUMENTS EXECUTED BY THE EXECUTANT AND ADMITTING EXECUTION OF THE SAME BEFORE THE CONCERNED SUB-REGISTRAR AND COMPLETION OF REGISTRATION OF SUCH DOCUMENTS.

THIS SPECIAL POWER OF ATTORNEY IS EXECUTED BY THE EXECUTANT AT PUNE ON THIS 20th DAY OF November, 2003.

SIGNED AND DELIVERED BY the within named "EXECUTANT" MR. RAHUL RAMLAL MAHAR

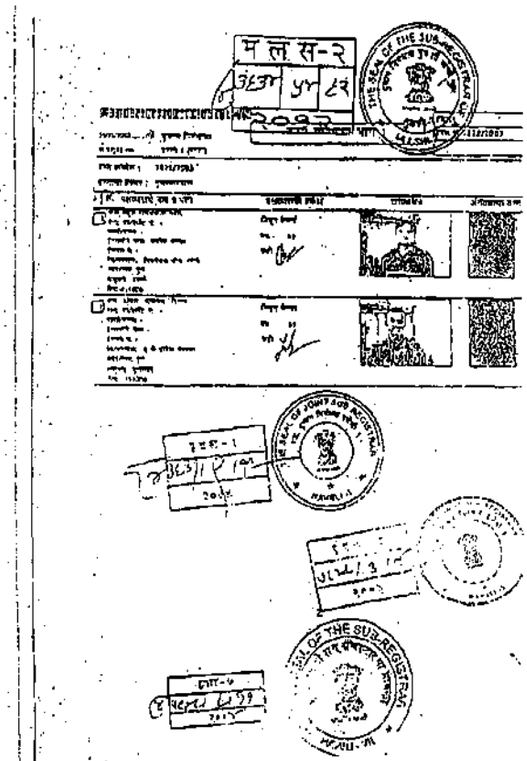
I accept the powers & authorities conferred upon me by virtue of these presents.

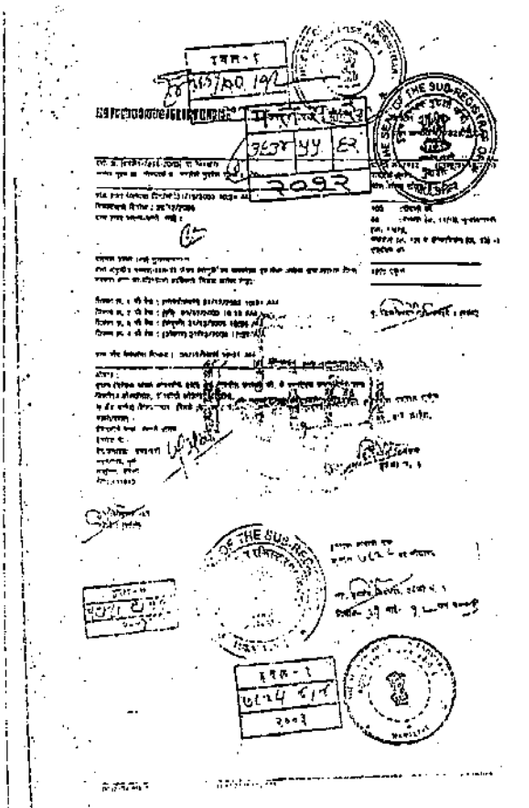
MR. YOGESH N. MOKAL

I have the executant

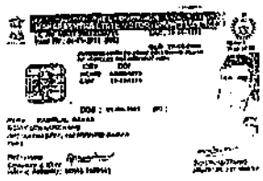
Advocate Ashish V. Thatte
201, Himalaya Apartment,
S.No.35/1, Chaturshrungi, Pune-16

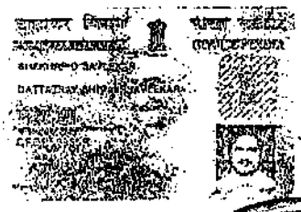
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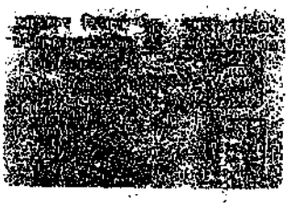


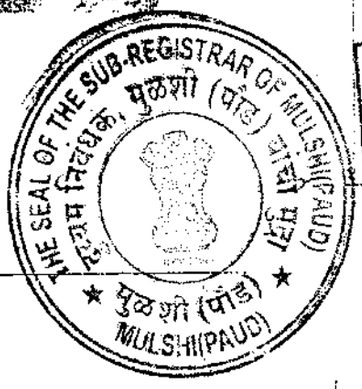


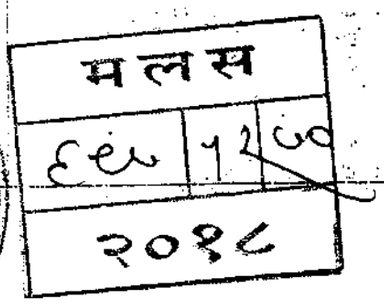


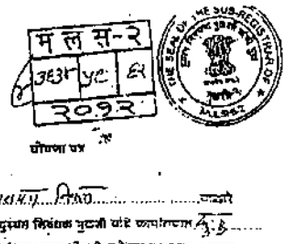


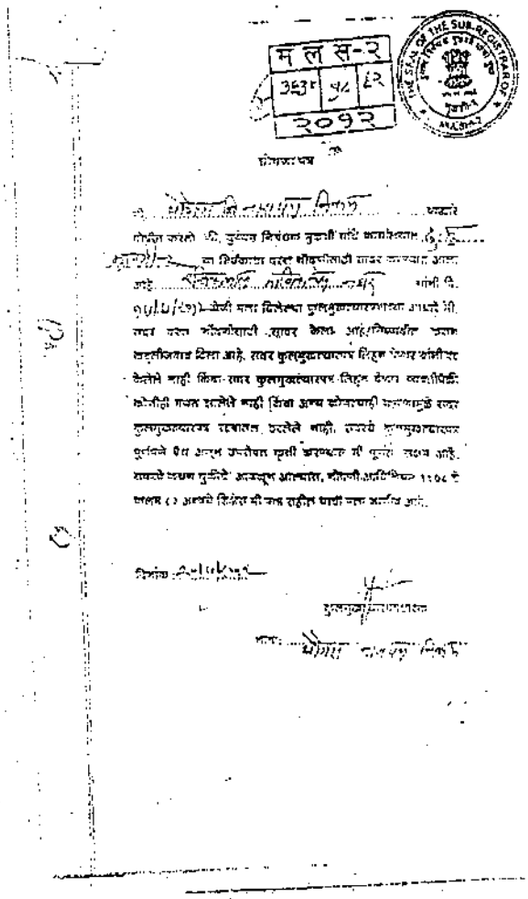


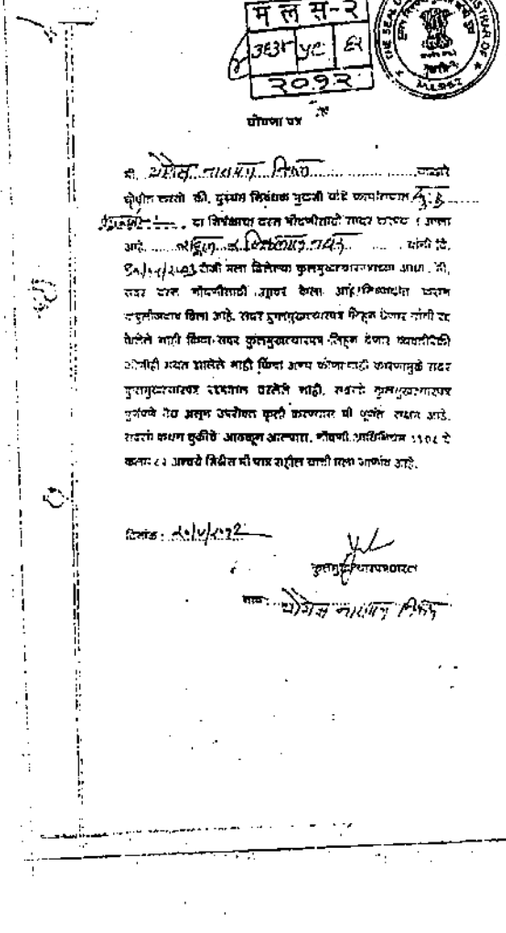


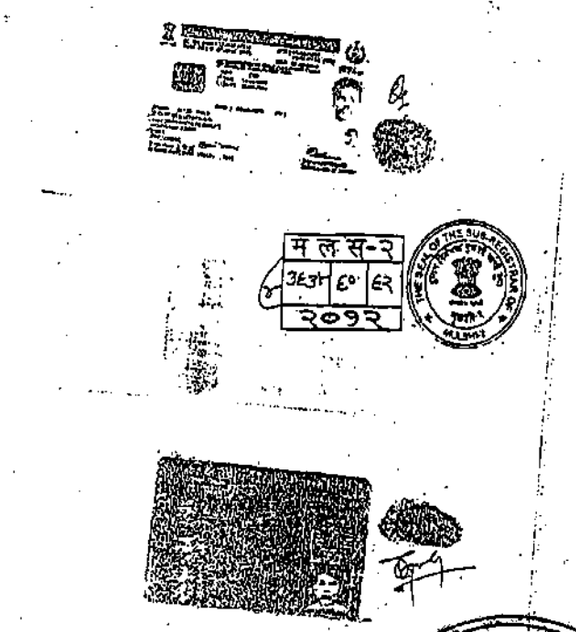


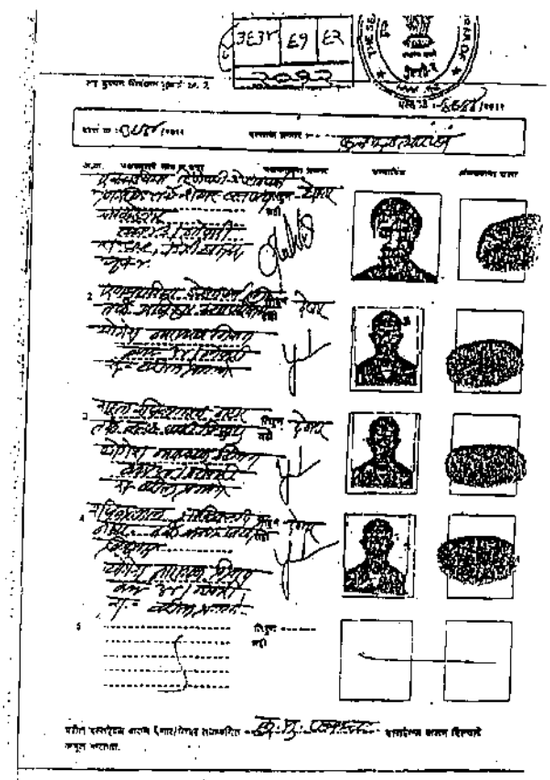


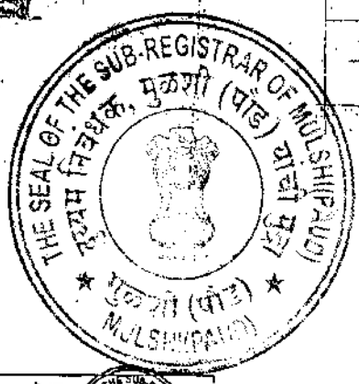


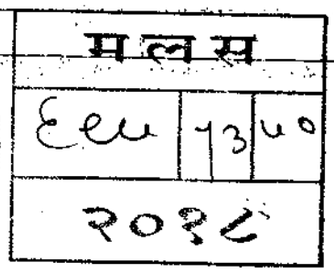


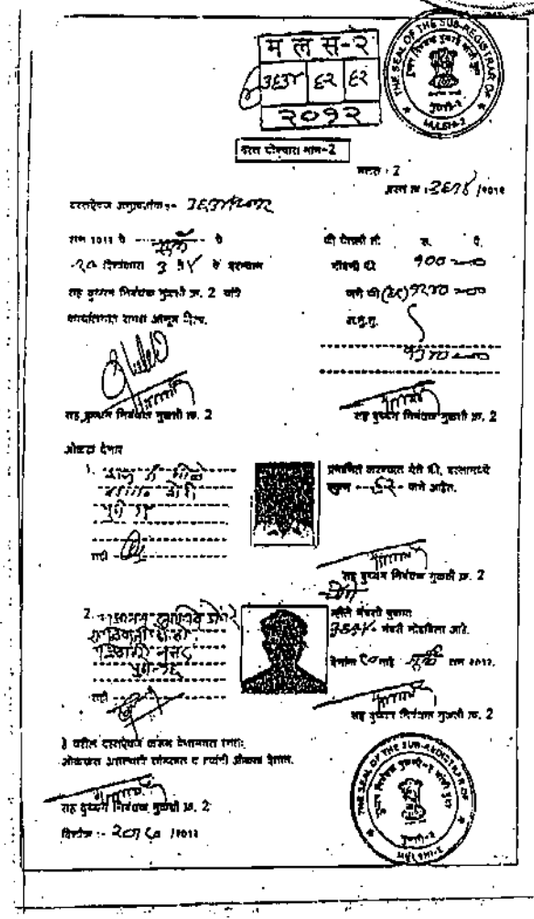


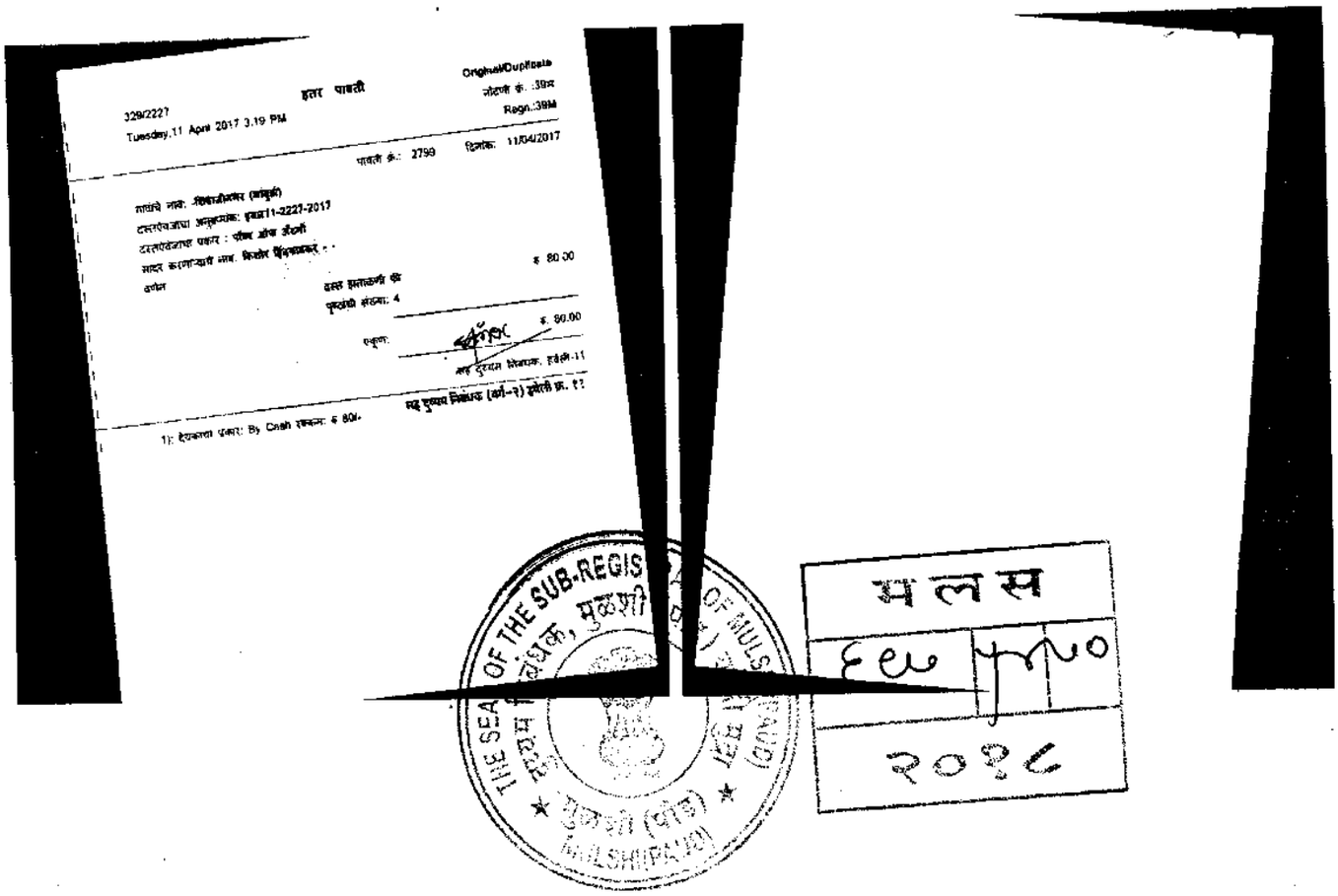












इतर पावती

329/2227
Tuesday,11 April 2017 3:19 PM

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

पावती क्रं.: 2799 दिनांक: 11/04/2017

गावाचे नाव: शिवाजीनगर (सांगली)
दस्तऐवजाचा अनुक्रमांक: इवव11-2227-2017
दस्तऐवजाचा प्रकार : पॉवर ऑफ ॲटर्नी
सादर करणाऱ्याचे नाव: किशोर हिंदुराव - -

दस्त हाताळणी फी	₹ 80.00
दस्त हाताळणी फी पृष्ठांची संख्या: 4	
एकूण:	₹. 80.00

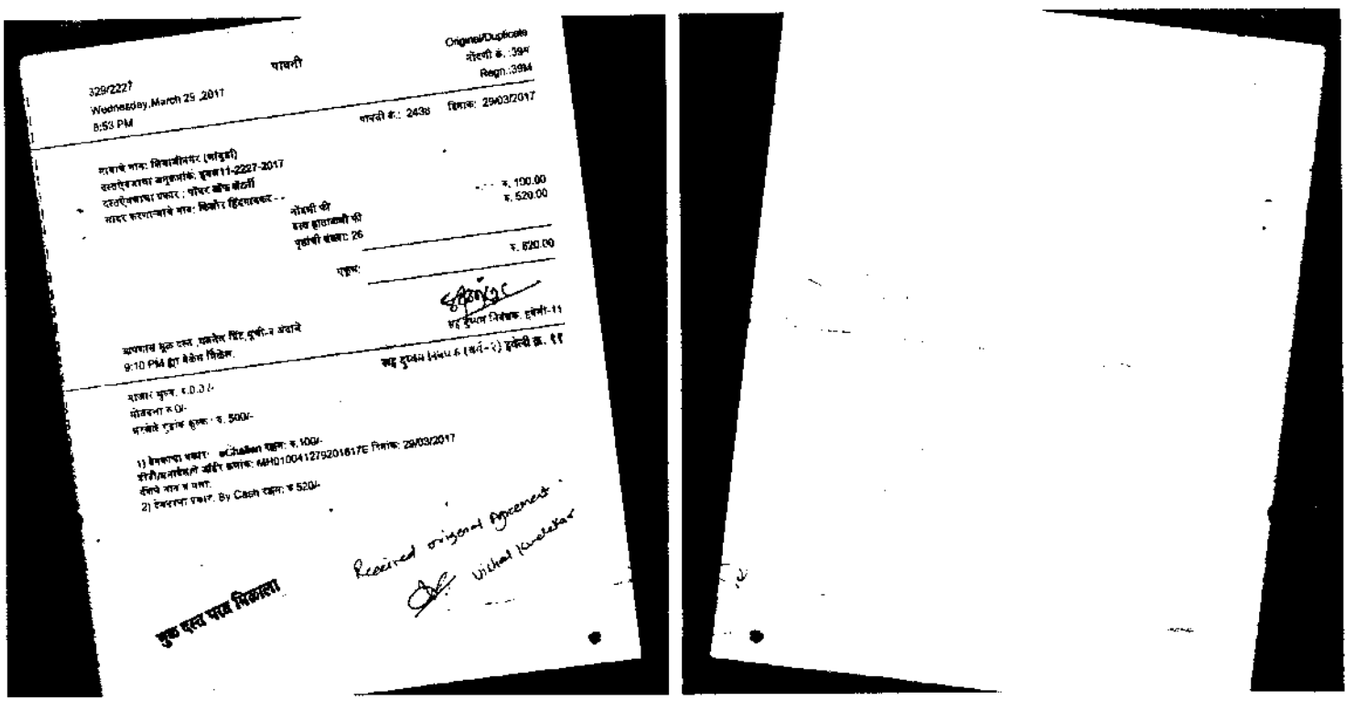
सह दुय्यम निबंधक: इवेली-11

1): देयकाचा प्रकार: By Cash रक्कम: ₹ 80/-

सह दुय्यम निबंधक (वर्ग-२) इवेली क्र. ११

THE SEAL OF THE SUB-REGISTRAR OF MULSHI
तालुका मुळशी
तहसील कार्यालय मुळशी (पौड)
MULSHI (PUNE)

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पावती

329/2227
Wednesday,March 29 ,2017
8:53 PM

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

पावती क्रं.: 2438 दिनांक: 29/03/2017

गावाचे नाव: शिवाजीनगर (सांगली)
दस्तऐवजाचा अनुक्रमांक: इवव11-2227-2017
दस्तऐवजाचा प्रकार : पॉवर ऑफ ॲटर्नी
सादर करणाऱ्याचे नाव: किशोर हिंदुराव - -

नोंदणी फी	₹. 100.00
दस्त हाताळणी फी पृष्ठांची संख्या: 26	₹. 520.00
एकूण:	₹. 620.00

सह दुय्यम निबंधक: इवेली-11

आपणास मूळ दस्त, ध्वनिमुद्रण शेरा, पृष्ठांक व अदायगी 9:10 PM ह्या वेळेस मिळेल.

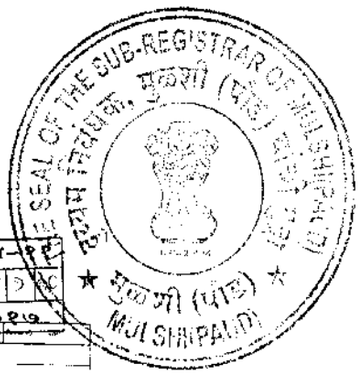
सह दुय्यम निबंधक (वर्ग-२) इवेली क्र. ११

बाजार मूल्य: ₹.0.0/-
मोबदला ₹.0/-
भरलेले मुद्रांक शुल्क : ₹. 500/-

1) देयकाचा प्रकार: eChallan रक्कम: ₹.100/-
पेमेंटचा तपशील: बँक चलन क्रमांक: MH010041279201617E दिनांक: 29/03/2017
2) देयकाचा प्रकार: By Cash रक्कम: ₹ 520/-

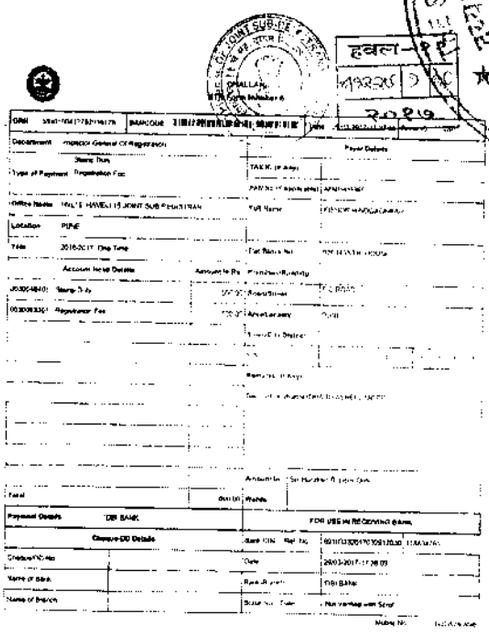
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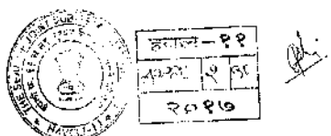
Received original document
Vitthal Kavlekar



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SPECIAL POWER OF ATTORNEY

This **SPECIAL POWER OF ATTORNEY** is executed on this 8th day of March month of the year 2018

We, **MR. KISHOR HINDGAONKAR**, Age: 52 Years, Occupation: Service, Pan No. AEHPH0174F, having office at – 926, Mahal House, First Floor, F.C. Road, Pune – 411 004 do hereby **SEND GREETINGS:**

Due to our busy business schedule, we are unable to attend the office of the concerned Sub Registrar's for completing the registration proceedings of the various deeds and documents executed by me in a Authorized Signatory of below mentioned companies / partnership firm.

a. **Xrbia Hinjewadi Developers Pvt. Ltd.** having office at 101, Emco Complex, 59 Vijay Block, Behind Archies Gallery, Laxmi Nagar, Delhi-110092 in respect of flat/unit/row houses/bungalow/commercial units to be constructed on land bearing Survey No.38/2, 39/3, 39, 56, 57 and others Village Nere Dattawadi, Taluka Mulshi, Pune, which is well described in schedule.

b. **Xrbia North Hinjewadi Developers Pvt. Ltd.** having office at 929, 1st Floor, Mahal House, F.C Road, Pune – 411004 in respect of flat/unit/row houses/bungalow/ commercial units to be constructed on land bearing Gat No 1 & 3 Village Bebadohal, Taluka Haveli, District Pune, which is well described in schedule.

c. **Xrbia Warai Developers Pvt. Ltd.** having Office at 21/22, Commerce Avenue, 4th Floor, Paud Road, Kothrud, Pune-411038 in respect of flat/unit/row houses/bungalow/ commercial units to be constructed on land bearing Survey No 6/2, 6/3, 9/1, 9/2, 10/2A/1, 10/4A/2, 10/6, 10/9, 12/1A/1, 12/5, 14/2A/1 and others situated at Village Warai Tarfe Jawali Taluka Karjat District Raigad, which is well described in schedule.

d. **Xrbia Neral Developers Pvt. Ltd.** having Office at 21/22, Commerce Avenue, 4th Floor, Paud Road, Kothrud, Pune-411038 in respect of flat/unit/row houses/ bungalow/ commercial units to be constructed on land bearing Survey No.52/1, 52/3, 52/4, 56/1, 56/3, 56/5, 56/11A, 60/4 and others Situated at Village Burvali, Taluka Karjat, District Raigad and Survey No 57/3, 67/4B, 67/5, 67/6, 67/11 and others Situated at Village Gudwan, Taluka Karjat, District Raigad which is well described in schedule.

e. **Xrbia Chakan Developers Pvt. Ltd.** having Office at 125/126, Patil Plaza, Mitra Mandal Chowk, Parvati Pune- 411009 in respect of flat/unit/row houses/bungalow/ commercial units to be constructed on land bearing Gat No. 1438, 1447, 1448, 1449, 1450/1, 1450/2, 1451, 1526, 1527/1, 1527/2, 1527/3, 1549, 1550 and others Situated at Village Chakan, Taluka Khed, District Pune, which is well described in schedule.

f. **Xrbia Developers Ltd.** having Office at 125/126, Patil Plaza, Mitra Mandal Chowk, Parvati Pune 411009 in respect of flat/unit/row houses/bungalow/commercial units to be constructed on land bearing Survey No.10/1, 18/2, 18/4, 19/1, 19/3, 19/4, 23/1, 23/2, 23/4, 24/1A, 24/1B and others situated at Village Khadyachpada (previously known

as Village Pashane), Taluka Karjat, District Raigad and Survey No 58/5, 91/1, 91/2, 91/3, 91/5, 91/6, 91/7A/1, 91/7A/2, 91/8, 91/9, 91/13, 96/1, 97/2, 98/2, 98/3, 99/1B, 99/3B, 99/3C and others situated at Village Madap, Taluka Khalapur, District Raigad, which is well described in schedule.

g. **Xrbia Abode Developers Pvt. Ltd.** having Office at 929, 1st Floor, Mantri House, F C Road, Pune - 411004 in respect of flat/unit/row houses/bungalow/commercial units to be constructed on land bearing Gat No 740 and others, Situated at Village Jambul, Taluka Mawal, District Pune, which is well described in schedule

h **Eiffel Lifespaces Private Limited** having Office at 125/126, Patil Plaza, Mitra Mandal Chowk, Parvati Pune- 411009 in respect of flat/unit/row houses/bungalow/ commercial units to be constructed on land bearing Survey No 104/1 to 104/619 and others, Situated at Village Tadwadi, Taluka Karjat, District Raigad, which is well described in schedule.

i. **Nahar Homes LLP,** A Partnership Firm registered under provision of Limited Liability Partnership Act, 2008 having its Registered Office at B-1, Mahalaxmi Chambers, 22, Bhulabhai Desai Road, Mumbai- 400 026 in respect of flat/unit/row houses/bungalow/commercial units to be constructed on land bearing Survey No. 44/7, 45/1/1, 45/1/2, 45/1/3, 45/10, 45/11/1, 45/11/2/1, 45/11/2/2, 45/11/2/3, 45/11/2/4, 45/11/2/5, 45/11/3 (P), 45/11/3/2, 45/11/3/3, 45/12, 45/12/4, 45/12/4/1, 45/12/4/3, 45/12/4/4, 45/12/5, 45/13, 45/14/1, 45/14/5, 45/14/6, 45/14/7, 45/11/3/3, 45/11/3/4, 45/12/4/5A, 45/12/4/7, 45/12/8, 45/14/2, 45/14/3, 45/14/4 and others situated at Village

1. **Mr. Dhairyashil Anandrao Mane,** Age Indian Adult, Occupation : Service, having office at - 929, Mantri House, First Floor, F.C. Road, Pune- 411004 Pan No.ARPPM5755Q

and/or

2. **Mr. Ajinkya Pramod Palanga,** Age : Indian Adult, Occupation : Service, having office at - 929, Mantri House, First Floor, F.C. Road, Pune- 411004 Pan No. BNJPP0957R

and/or

3. **Mr. Shreyas Eknath Kshirsagar,** Age : Indian Adult, Occupation : Service, having office at - 929, Mantri House, First Floor, F.C. Road, Pune - 411004 Pan No. EGIPK3111M

and/or

4. **Mr. Umesh Dundapa Chougule,** Age 25, Indian Adult, Occupation : Service, having office at - 929, Mantri House, First Floor, F.C. Road, Pune - 411004 Pan No. AOOPC5e31e

and/or

5. **Mr. Varad Sanjay Shinde,** Age: Indian Adult, Occupation : Service, having office at-929, Mantri House, First Floor, F.C. Road, Pune - 411004 Pan No.FPHPS8339B

and/or

6. **Mr. Abdul Kadar Shaikh,** Age: Indian Adult, Occupation : Service, having office at-929, Mantri House, First Floor, F.C Road, Pune - 411004 Pan No. BRMPS9025F

Ballewadi, Taluka Haveli, District Pune, which is well described in schedule.

j. **XRBIA-AMBIENCE REALTY LLP.,** A Partnership Firm registered under provision of Limited Liability Partnership Act, 2008 having its Registered Office at-929, Mantri House, First Floor, F C. Road, Pune- 411004 in respect of flat/unit/row houses,bungalow to be constructed on land Gat No.36, 37, 39, 40, 339 and others situated at Village Ambi, Tal -Maval, Dist. Pune, which is well described in schedule below

k. Eiffel Abode Developers Pvt. Ltd. (previously known as Shubh Horticulture Pvt. Ltd. and Eiffel Realty Pvt. Ltd.), office at 929, Mantri House, First Floor, F.C. Road, Pune - 411004 in respect of flat/unit/row houses/bungalow/ commercial units to be constructed on land bearing Gat No 1470 and 1474 situated at Village Chakan, Taluka Khed, District Pune, which is well described in schedule.

This Special Power of Attorney is not in my personal capacity but it is in capacity of authorized person for above companies and partnership firm. It is necessary and expedient to appoint some fit and proper person for presenting such deeds and documents and admitting our execution before the concerned Sub Registrar Offices of Pune and Raigad District and all other offices of Sub Registrars within Pune and Raigad District or any other authority to do all such acts, deeds, things and matters relating to the completion of registration proceedings.

मसप

NOW KNOW YE ALL MEN AND THESE PRESENTS WITHNESSETH THAT WE, MR. KISHOR HINDGAONKAR, do hereby nominate, constitute and / or appoint

THE SEAL OF JOINT SUB-REGISTRAR OF MULSHI (PUNE) SEAL

and/or

7. **Mr. Sameer Kisan Shelar,** Age:24 Indian Adult, Occupation : Service, having office at-929, Mantri House, First Floor, F.C Road, Pune - 411004 Pan No.FMDPS5300C

to be our true and lawful Attorneys to do the following acts, deeds and things concerning the scheduled property to represent us before any Sub Registrar Offices of Pune and Raigad District and all other Offices of Sub Registrars within Pune and Raigad District at all times as may be necessary and **to present before them for registration of various deeds and documents executed by us** in respect of flat/unit/row houses/bungalow/plots/plinths/commercial units to be constructed on land mentioned in the schedule.

a) To admit our signatures and register deeds and documents executed by us in respect of property as mentioned in schedule and do such deed or thing as may be necessary to complete the registration of such deeds and documents in the manner required by law and to receive such original deeds and documents after they are duly registered and thereafter to give proper receipt and discharge for the same and complete the process of registration of deeds and documents.

And we do hereby agree and declare that all the deeds and documents admitted before any of the Sub Registrars mentioned above by our said Attorney on behalf of us shall always be valid and binding on us to all intents and purposes as if done by us personally, which we undertake to ratify and confirm whenever required

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THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land details given below in schedule

Sr. No.	Survey No. and Hissa No.	Address
1	38/2, 38/3, 39, 56, 57 and Others	Village Nere Dattawadi, Taluka Mulshi, District Pune
2	1 and 3	Village Bebadohal, Taluka Mawal, District Pune
3	6/2, 6/3, 9/1, 9/2, 10/2A/1, 10/4A/2, 10/6, 10/9, 12/1A/1, 12/5, 12/6A/1 and Others	Village Warai Tarfe Vareli, Taluka Karjat District Raigad
4	52/1, 52/7, 52/3, 56/1, 56/3, 56/9, 56/11A, 60/4 and Others	Village Borivali, Taluka Karjat, District Raigad
5	67/3, 67/4B, 67/5, 67/6, 67/11 and Others	Village Gudhavan, Taluka Karjat, District Raigad
6	1438, 1447, 1448, 1449, 1450/1, 1450/2, 1451, 1526, 1527/1, 1527/2, 1527/3, 1549, 1550 and Others	Village Chakan, Taluka Khed, District Pune
7	10/1, 18/2, 18/4, 19/1B, 19/3, 19/4, 23/1, 23/2, 23/4, 24/1A, 24/1B and Others	Village Khadvechpada (Previously known as Village Pemphe), Taluka Karjat, District Raigad
8	58/5, 91/1, 91/2, 91/3, 91/5, 91/6, 91/7A/1, 91/7A/2, 91/8, 91/9, 91/13, 96/1, 97/2, 98/2, 98/3, 99/1B, 99/3B, 99/3C and Others	Village Murbad Taluka Khalapur District Raigad
9	240	Village Jambul, Taluka Mawal, District Pune
10	104/1 to 104/619 and Others	Village Toowadi, Taluka Karjat, District Raigad
11	44/7, 45/6, 45/7, 45/10, 45/11/1, 45/11/2/1, 45/11/2/2, 45/11/2/3, 45/11/2/5, 45/11/3 (P), 45/11/3/2, 45/11/7, 45/12, 45/12/4, 45/12/4/1, 45/12/4/3, 45/12/4/4, 45/12/5, 45/13, 45/14/1, 45/14/5, 45/14/5/1, 45/11/2/7, 45/11/3/3, 45/11/3/4, 45/12/4/5A, 45/12/7, 45/12/8 45/14/2, 45/14/3 and 45/14/4.	Village Balewadi, Taluka Haveli, District Pune
12	36, 37, 39, 40 and 339	Village Ambi, Taluka Mawal, District Pune
13	1470 and 1474	Village Chakan, Taluka Khed, District Pune

And the Flat/Unit/Row Houses/Bungalow/Godown/Shops /Commercial Units carved/constructed/developed out of the above mentioned property is the subject matter of the present Special Power of Attorney.

IN WITNESS WHEREOF I have hereunto set and subscribed my hand on the day and year hereinabove mentioned

SIGNED AND DELIVERED by the within named **GRANTOR**

MR. KISHOR HINDGAONKAR
Authorized Signatory

We accept the powers and authorities conferred upon us by virtue of these presents

1]Mr. Dhairyashil Anandrao More

2] Mr. Ajinkya Pramod Palange

3] Mr. Shreyas Eknath Kshirsagar

4] Mr. Umesh Dundapa Chougule

5]Mr. Varad Sanjay Shinde

6]Mr. Abdul Kadar Shaikh

7]Mr. Sameer Kisan Shelar

Witness:

1. Sign
Name NISHIT PRADHAN
Address Vishrantwadi, Pune-15

2. Sign
Name Vinay Nikalje
Address Vishrantwadi, Pune - 411015

XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED
CIN :U45200DL2018PTC340618
Regd. Office: 101, Emco Complex, 59 Vijay Block, Behind Archies Gallery, Laxmi Nagar, Delhi, 110092.

EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED HELD ON 27TH MARCH 2018, AT 1.30 PM, AT 1ST FLOOR, MANTRI HOUSE, 929, FC ROAD, PUNE – 411004.

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY:

RESOLVED THAT, pursuant to provision contained in the Companies Act, 1956 as amended by Companies Act 2013 and other applicable provision if any, and provision contained in the Articles of Association of the company the Board of Directors authorizes **Mr. Kishor Hindgaonkar** as Authorized Signatory, to execute Agreement with customer in respect of flat/unit/bung.ows in the building situated at **Survey No 38/2, 38/3, 39, 56 and 57 Village Nere Dattawadi, Taluka Mulshi, District Pune** ,On such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, be and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit/bunglows before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with legality of the documents, would execute and register the document on behalf of company and he will not make any change any draft without prior approval of the Board of Directors, if any, illegality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, **Mr. Kishor Hindgaonkar** is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give effect to give effect to the forgoing resolution

RESOLVED FURTHER THAT, MRS. SMITA LOBO OR MRS. JYOTI SINGH, Authorized Signatory of the Company be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Company.

Note: *this resolution is for execution /registration of Agreements on behalf of company with respect to above mentioned flats/units/bunglows only.

CERTIFIED TRUE COPY
FOR XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED

DIRECTOR
(GAJANAN DONGRE)

EIFFEL INDIA INFRA PROJECTS PVT. LTD.

(previously known as Bhumi Horticulture Pvt. Ltd. and Eiffel Realty Pvt. Ltd.)
office at 929, Mantri House, First Floor, F.C. Road, Pune – 411005

CERTIFIED COPY OF RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT, 929 MANTRI HOUSE, F. C. ROAD PUNE 411005 27TH MARCH 2016 AT 11.00 AM.

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY:

RESOLVED THAT, pursuant to provision contained in the Companies Act, 1956 as amended by Companies Act 2013 and other applicable provision if any, and provision contained in the Articles of Association of the company, the Board of Directors authorizes Mr. Kishor Hindgaonkar as Authorized Signatory, to execute agreement with customer in respect of flat/unit/bunglows in the building situated at Gat No. 1470 and 1474 in this project Village Chakan Taluka: Khed, Dist. Pune ,On such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, be and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit/bunglows before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with legality of the documents, would execute and register the document on behalf of company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will identify the Company. Subject to above mentioned, Mr. Kishor Hindgaonkar is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give effect to the forgoing resolution.

RESOLVED FURTHER THAT, MRS. SMITA LOBO OR MRS. JYOTI SINGH, Authorized Signatory of the Company be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Company.

Note: This resolution is for execution /registration of Agreements on behalf of company with respect to above mentioned flats/units/bunglows only.

CERTIFIED TRUE COPY

FOR EIFFEL INDIA INFRA PROJECTS PVT. LTD.

DIRECTOR

NAHAR HOMES LLP

CORP OFF : MANTRI HOUSE , 1ST FLOOR, 929 F.C. ROAD, PUNE- 411004.

CERTIFIED TRUE COPY OF EXTRACTS OF THE RESOLUTION PASSED BY THE PARTNERS OF M/S NAHAR HOMES LLP IN ITS MEETING HELD ON 27TH MARCH 2016 AT THE CORP OFFICE: MANTRI HOUSE, 1ST FLOOR, 929, FC ROAD, PUNE – 411004 AT 9.30 AM

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF LLP:

"RESOLVED THAT, pursuant to provision contained in the Limited Liability Partnership Act and other applicable provision if any, and provision contained in the Agreement as amended by partners from time to time, the Board authorizes Mr. Kishor Hindgaonkar as Authorized Signatory, to execute agreement with customer in respect of flat/unit in the building situated at Survey no Nr. No. 44 and 45 Village: Kalewadi, Taluka: Haveli, Dist: Pune as specifically mentioned below –

Sr. No.	Building Number
1	A1, B1, B2, B3

On such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, be and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the flat/unit of above mentioned building before the concern Sub-Registrar for registration, would execute and register the document on behalf of Nahar Homes LLP. Subject to above mentioned, Mr. Kishor Hindgaonkar is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give to the forgoing resolution

"RESOLVED FURTHER THAT, MRS. SMITA LOBO or MRS. JYOTI SINGH, Authorized Signatory of the Nahar Homes LLP be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Nahar Homes LLP.

Note: This resolution is for execution /registration of Agreements on behalf of LLP with respect to above mentioned flats/units only.

CERTIFIED TO BE TRUE

FOR NAHAR HOMES LLP

DESIGNATED PARTNER
(MR. VISHAL RASIKLAL NAHAR)

XRBIA CHAKAN DEVELOPERS PRIVATE LIMITED

(Formerly known as GOODLAND LANDMARKS PRIVATE LIMITED)
CIN: U45209PN2012PTC142553
RGD Off : OFFICE NO. 125/126, PATIL PLAZA, MITRAMANDAL CHOWK, PARVATI,
PUNE - 411 009.

CERTIFIED COPY OF RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT, 929 MANTRI HOUSE, F. C. ROAD PUNE 411005, 27TH MARCH 2016 AT 02.00 PM.

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY:

RESOLVED THAT, pursuant to provision contained in the Companies Act, 1956 as amended by Companies Act 2013 and other applicable provision if any, and provision contained in the Articles of Association of the company, the Board of Directors authorizes Mr. Kishor Hindgaonkar as Authorized Signatory, to execute agreement with customer in respect of flat/unit/bunglows in the building situated at Gat No. 1458, 1447, 1448, 1449, 1450/1, 1450/2, 1451, 1521, 1527/1, 1527/2, 1537/3, 1540, 1550, 1455, 1458, 1459, 1461, 1462, 1463, 1464, 1465, 1466, 1474, 1445, 1467, 1468, 1469, 1470, 1454, 1440, 1441, 1443, 1535, 1540, 1545, 1478, 1479, 1537, 1534, 1535, 1446, 1477, and any other property added in this project Village Chakan Taluka: Khed, Dist: Pune ,On such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, be and is hereby authorised to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit/bunglows before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with legality of the documents, would execute and register the document on behalf of company and he will not make any change any draft without prior approval of the board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will identify the Company. Subject to above mentioned, Mr. Kishor Hindgaonkar is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give effect to the forgoing resolution.

RESOLVED FURTHER THAT, MRS. SMITA LOBO OR MRS. JYOTI SINGH, Authorized Signatory of the Company be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Company.

Note: This resolution is for execution /registration of Agreements on behalf of company with respect to above mentioned flats/units/bunglows only.

CERTIFIED TRUE COPY

FOR XRBIA CHAKAN DEVELOPERS PRIVATE LIMITED

DIRECTOR
(VISHAL RASIKLAL NAHAR)

XRBIA NERAL DEVELOPERS PRIVATE LIMITED

CIN: U45200PN2013PTC147407
(Formerly known as AADHI REALTORS PRIVATE LIMITED)
Regd. Office: Commerze Avenue, 4TH Floor, Office No. 21/22, Above PNG Jewellers,
PAUD ROAD, KOTHRUD, PUNE - 411038

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF XRBIA NERAL DEVELOPERS PRIVATE LIMITED AT THEIR BOARD MEETING HELD ON 27TH MARCH 2016,AT MANTRI HOUSE,1ST FLOOR, 929, F.C.ROAD, PUNE – 411005 AT 11.30 PM.

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY:

RESOLVED THAT, pursuant to provision contained in the Companies Act, 1956 as amended by Companies Act 2013 and other applicable provision if any, and provision contained in the Articles of Association of the company, the Board of Directors authorizes Mr. Kishor Hindgaonkar as Authorized Signatory, to execute agreement with customer in respect of flat/unit/bunglows in the building situated at Survey No 52/1, 52/2, 53/3, 56/1, 56/3, 56/9, 56/13A and 60/6 Situated at Village Borhadi and Survey No 67/3, 67/4B, 67/5, 67/6 and 67/11 Village Gudwale Taluka: Kanjal, Dist: Raigad. on such other terms and conditions as the Board may think fit

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, be and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit/bunglows before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with legality of the documents, would execute and register the document on behalf of company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will identify the Company. Subject to above mentioned, Mr. Kishor Hindgaonkar is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give effect to the forgoing resolution

RESOLVED FURTHER THAT, MRS. SMITA LOBO OR MRS. JYOTI SINGH, Authorized Signatory of the Company be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Company.

Note: This resolution is for execution /registration of Agreements on behalf of company with respect to above mentioned flats/units/bunglows only.

CERTIFIED TRUE COPY

FOR XRBIA NERAL DEVELOPERS PRIVATE LIMITED

MAHESH SHASHIKANT APTE
DIRECTOR

THE SEAL OF THE SUB-REGISTRAR OF MUSHIRABAD

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XRBIA DEVELOPERS LIMITED.

(Formerly known as **EIFFEL DEVELOPERS AND REALTORS LIMITED**)
Corporate Office: 1st Floor, Mantri House,979, F.C Road, Pune - 411004.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT THEIR BOARD MEETING HELD ON 27TH MARCH 2018, AT THE CORPORATE OFFICE OF THE COMPANY AT 11.30 AM.

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY:

RESOLVED THAT, pursuant to provision contained in the Companies Act, 1956 as amended by Companies Act 2013 and other applicable provision if any, and provision contained in the Articles of Association of the company, the Board of Directors Authorizes **Mr. Kishor Hindgaonkar** as Authorized Signatory, to execute agreement with customer in respect of flat/unit/bunglows in the building situated at

1. Survey No 10/1, 18/7, 18/4, 19/18, 19/3, 19/4, 23/1, 23/2, 23/4, 24/14 and 24/17 Village Khadyachpada (previously known as Village Pashoni), Taluka Karjat, District Raigad.
2. Survey No 1/4, 56/3A, 57, 58/3C, 58/4, 58/5, 91/1, 91/2, 91/3, 91/5, 91/6, 91/7A/1, 91/7A/2, 91/8, 91/9, 91/18, 98/2, 98/3. 99/18, 99/38 and 99/3C Village Madap, Taluka Khalapur, District Raigad, On such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, he and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit/bunglows before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with legality of the documents, would execute and register the document on behalf of company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will identify the Company. Subject to above mentioned, **Mr. Kishor Hindgaonkar** is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give effect to give to the forgoing resolution.

RESOLVED FURTHER THAT, MRS. SMITA LOBO OR MRS. JYOTI SINGH, Authorized Signatory of the Company be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Company.

Note: This resolution is for execution /registration of Agreements on behalf of company with respect to above mentioned flats/units/bunglows only.

For M/S XRBIA DEVELOPERS LIMITED

DIRECTOR
SHEKHAR SAVLEKAR

EIFFEL LIFESPACES PRIVATE LIMITED

CIN :U45209PN2011PTC139679
Regd. Office: Office No. 325/326, Patil Plaza, Mitramandal Chowk, Parvati, Pune - 411 009

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT THEIR BOARD MEETING HELD ON 27TH MARCH 2018, AT MANTRI HOUSE, 1ST FLOOR, F.C. ROAD, PUNE – 411004.

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY:

RESOLVED THAT, pursuant to provision contained in the Companies Act, 1956 as amended by Companies Act 2013 and other applicable provision if any, and provision contained in the Articles of Association of the company, the Board of Directors authorizes **Mr. Kishor Hindgaonkar** as Authorized Signatory, to execute agreement with customer in respect of flat/unit/bunglow/Plot/Un-built Plinth in the building situated at **Survey No.104/1 to 104/619, Village Tadwadi, Taluka Karjat, District Raigad ,**On such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, be and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit/bungalow/Plot/Un-built Plinth before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with legality of the documents, would execute and register the document on behalf of company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will identify the Company. Subject to above mentioned, **Mr. Kishor Hindgaonkar** is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give effect to give to the forgoing resolution

RESOLVED FURTHER THAT, MRS. SMITA LOBO or MRS. JYOTI SINGH, Authorized Signatory of the Company be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Company.

Note: This resolution is for execution /registration of Agreements on behalf of company with respect to above mentioned flats/units/bunglows/Plot/Un-built Plinth only.

CERTIFIED TRUE COPY

FOR EIFFEL LIFESPACES PRIVATE LIMITED

DIRECTOR
RAHUL NAHAR

XRBIA WARAI DEVELOPERS PRIVATE LIMITED

CIN: U45200PN2013PTC147405
(Formerly known as AARINI DEVELOPERS PRIVATE LIMITED)
REGD. OFFICE: COMMERCE AVENUE, 4TH FLOOR, OFFICE NO. 21/22, ABOVE PNG JEWEL ERS, PAUD ROAD, KOTHRUD, PUNE - 411038.

CERTIFIED COPY OF RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT, 929 MANTRI HOUSE, F. C. ROAD PUNE 411005 27TH MARCH 2018 AT 12.30 AM.

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY:

RESOLVED THAT, pursuant to provision contained in the Companies Act, 1956 as amended by Companies Act 2013 and other applicable provision if any, and provision contained in the Articles of Association of the company, the Board of Directors authorizes **Mr. Kishor Hindgaonkar** as Authorized Signatory, to execute agreement with customer in respect of flat/unit/bunglows in the building situated at **Survey no Sr. No. 6/2, 6/3, 9/1, 9/2, 10/2A/3, 10/4A/2, 10/6, 12/1A/1, 12/5A, 13/5 and 10/9 Village: Warai Tarfe Waredi, Taluka: Khalat, Dist: Raigad,**On such other terms and conditions as the Board may think fit.

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, he and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit/bunglows before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with legality of the documents, would execute and register the document on behalf of company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will identify the Company. Subject to above mentioned, **Mr. Kishor Hindgaonkar** is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give effect to give to the forgoing resolution.

RESOLVED FURTHER THAT, MRS. SMITA LOBO OR MRS. JYOTI SINGH, Authorized Signatory of the Company be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Company.

Note: This resolution is for execution /registration of Agreements on behalf of company with respect to above mentioned flats/units/bunglows only.

CERTIFIED TRUE COPY

FOR XRBIA WARAI DEVELOPERS PRIVATE LIMITED

DIRECTOR
(RAHUL NAHAR)

XRBIA ABODE DEVELOPERS PRIVATE LIMITED

Formerly known as MIRACLE HABITATS PRIVATE LIMITED)
CIN : U45209PN2012PTC142554
REGD. OFFICE :MANTRI HOUSE, 1ST FLOOR, 929, F.C.ROAD, PUNE - 411 004

EXTRACT FROM MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF XRBIA ABODE DEVELOPERS PRIVATE LIMITED (FORERMLY KNOWN AS MIRACLE HABITATS PVT. LTD.) HELD AT - 929, MANTRI HOUSE, 1ST FLOOR, F.C. ROAD, PUNE- 411 004 PUNE ,ON 27TH MARCH 2018 AT 1.00 PM.

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY:

RESOLVED THAT, pursuant to provision contained in the Companies Act, 1956 as amended by Companies Act 2013 and other applicable provision if any, and provision contained in the Articles of Association of the company, the Board of Directors authorizes **Mr. Kishor Hindgaonkar** as Authorized Signatory, to execute agreement with customer in respect of flat/unit/bunglows in the building situated at **Gat no. 240 Village Jambul Taluka: Mawal, Dist: Pune ,**On such other terms and conditions as the Board may think fit

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, be and is hereby authorized to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit/bunglows before the concern Sub-Registrar for registration and subject to condition that he would satisfy himself with legality of the documents, would execute and register the document on behalf of company and he will not make any change any draft without prior approval of the Board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will identify the Company. Subject to above mentioned, **Mr. Kishor Hindgaonkar** is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give effect to give to the forgoing resolution

RESOLVED FURTHER THAT, MRS. SMITA LOBO OR MRS. JYOTI SINGH, Authorized Signatory of the Company be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Company.

Note: This resolution is for execution /registration of Agreements on behalf of company with respect to above mentioned flats/units/bunglows only.

CERTIFIED TRUE COPY

FOR XRBIA ABODE DEVELOPERS PRIVATE LIMITED

HITENDRA PATIL
DIRECTOR

XRBIA NORTH HINJEWADI DEVELOPERS PRIVATE LIMITED

(FROMERLY KNOWN AS LILY FLORICULTURE PRIVATE LIMITED)
CIN: U01122PN2006PTC126964
Regd. Off. : Manav House,1st Floor, 929, F.C.Road, Pune - 411 004

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT THEIR BOARD MEETING HELD ON 23rd MARCH 2016 AT THE REGISTERED OFFICE OF THE COMPANY AT 12.00 NOON.

AUTHORITY TO EXECUTE AGREEMENT ON BEHALF OF COMPANY:

RESOLVED THAT, pursuant to provision contained in the Companies Act, 1956 as amended by Companies Act 2013 and other applicable provisions if any, and provision contained in the Articles of Association of the company, the Board of Directors authorizes **Mr. Kishor Hindgaonkar** as Authorized Signatory, to execute agreement with customer in respect of flat/unit/bunglows in the building situated at Survey No 1 and 3 **Village Gebadohal, Taluka Mawal, District Pune** ,On such other terms and conditions as the board may think fit.

RESOLVED FURTHER THAT, Mr. Kishor Hindgaonkar as authorized signatory, be and is hereby authorised to sign and execute and register the documents viz. Agreements or any other relevant documents of the above mentioned flat/unit/bunglows before the concern Sub Registrar for registration and subject to condition that he would satisfy himself with legality of the documents, would execute and register the document on behalf of company and he will not make any change any draft without prior approval of the board of Directors. If any, illegality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Company. Subject to above mentioned, **Mr. Kishor Hindgaonkar** is authorized to execute and register the documents viz. Agreements or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to give effect to the forgoing resolution.

RESOLVED FURTHER THAT, MRS. SAMTA LOKO OR MRS. JYOTI SINGH, Authorized Signatory of the Company be and is hereby authorized to sign Mortgage NOC and application for APF on behalf of the Company.

Note: This resolution is for execution /registration of Agreements on behalf of company with respect to above mentioned flats/units/bunglows only.

CERTIFIED TRUE COPY

FOR XRBIA NORTH HINJEWADI DEVELOPERS PVT.LTD.

DIRECTOR
HITENDRA PATIL

THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PUNE) सह दुय्यम निबंधक, मुळशी (पुणे) क्र.१

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XRBIA DEVELOPERS LTD.

(Formerly known as ENFEL DEVELOPERS AND REALTORS LIMITED)
Corporate Office: 1st Floor, Manav House,929, F.C. Road, Pune - 411004.
CIN

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT THEIR BOARD MEETING HELD ON 27TH MARCH, 2017, AT THE CORPORATE OFFICE OF THE COMPANY AT 11.00 AM

RESOLUTION FOR REGISTRATION OF POWER OF ATTORNEY

"RESOLVED THAT, pursuant to provisions contained in Companies Act, 2013 and other applicable provisions if any, the Board of directors authorizes **MR. KISHOR HINDGAONKAR** as authorized signatory, to perform the following specified duties and responsibilities about execution and registration of Power of Attorney of land bearing Gat No 38/1/1,39/42 and 329 of Village: Ambi, Taluka: Mawal, Dist: Pune, which is within the jurisdiction of the Sub Registrar Mawal, Taluka Panchayat Samiti: Mawal, Zilla Parishad: Pune within the local limits of Gram Panchayat Ambi in the name of Mr. Dineshsheer More and others and on such other terms and conditions as the Directors may think fit.

RESOLVED FURTHER THAT, MR. KISHOR HINDGAONKAR as authorized signatory, be and is hereby authorized to sign, execute, admit and present and register the documents viz. Power of Attorney or any other relevant documents of the above mentioned land before the concern Sub-Registrar for registration and subject to condition that MR. KISHOR HINDGAONKAR would satisfy himself with the legality of the documents, would execute, admit and present the document on behalf of the company and he will not make any change any draft without prior approval of the partners, if any, , egality is committed thereafter then he will be responsible for the consequences of the same and will indemnify the Firm. Subject to above mentioned, MR. KISHOR HINDGAONKAR is authorized to execute, admit and present the documents viz. Power of Attorney or any other relevant documents and do all acts, deeds, things and matters which are incidental and ancillary to give effect to the forgoing resolution."

Note: This resolution is only for registration of Agreement to Power of Attorney of the above mentioned land on behalf of the Company.

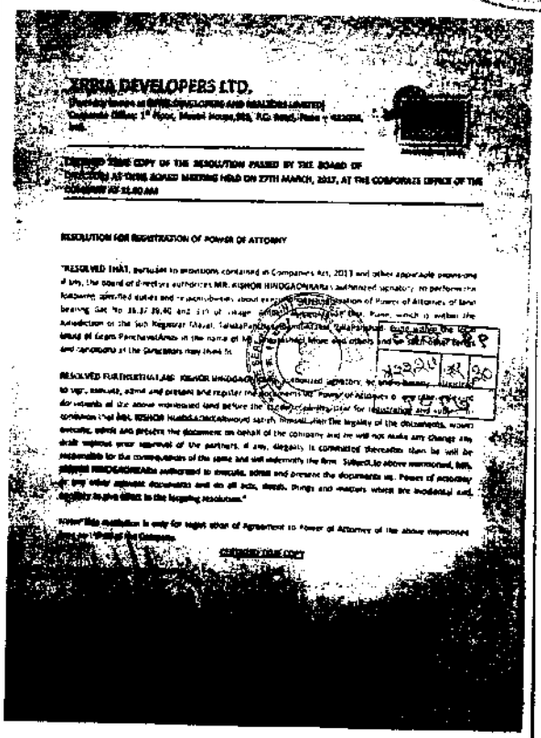
CERTIFIED TRUE COPY

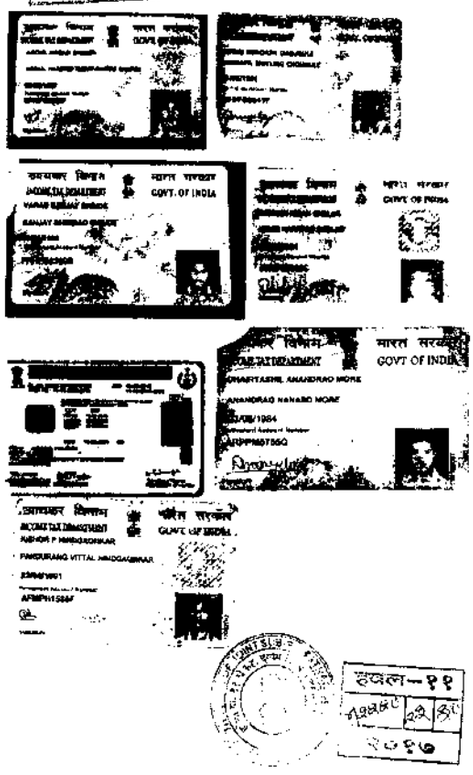
For XRBIA DEVELOPERS LIMITED
DIRECTOR
SHANKAR SAWLIKAR

हवेली – ११
१९४२ | २१ | ३०
२०१७

REGD OFFICE: NO. 125/126, PATIL PLAZA, MUKUNDNAGAR CHOWK, PARVATI, PUNE - 411 009
CIN: U45309PN2006PLC030777
WWW.XRBIA.COM

मावल
६७ | ७ | ७८
२०१८





THE SEAL OF THE SUB-REGISTRAR OF MULSHI
मुळशी निबंधक, मुळशी (पौंड)

मलस
१४७ | ६७ | ५०
२०२८

Summary1 (GoshwaraBhag-1)

2227/2017
बुधवार 29 मार्च 2017 8:53 म.म

दस्त गोषवारा भाग-1

दस्त क्रमांक: 2227/2017

दस्त क्रमांक 2227/2017 चे गोषवारा भाग-1

मोबदला रु. 000/-

भरलेले मुद्रांक शुल्क : 500/-

दु. नि. सह. दु. नि. हवेली11 यांचे कार्यालयात

सादरीकरण दिनांक 29/03/2017

दस्त क्रमांक 2227 वर दि.29-03-2017

सादरकरणाऱ्याचे नाव: किशोर शिवराम - -

रोजी 8:45 म.नं. वा. हजर केला.

नोंदणी फी	₹ 100.00
दस्त हाताळणी फी	₹ 520.00
पृष्ठांची संख्या: 26	
एकूण	670.00

दस्त हजर करणाऱ्याची सही

सही पाहिली पाने फीस ...520/-...
दस्तावरील मजकूर ...वाचला...
दस्त क्रमांक 2227/2017 ची नोंदणी प्र.११

सह दुय्यम निबंधक हवेली-11

सह दुय्यम निबंधक (वर्ग-२) हवेली क्र. ११

दस्ताचा प्रकार -लिव्हर ॲण्ड बेटरमेंट

मुद्रांक शुल्क (48-अ) हेतूचा (दस्ताचा) पोचपावतीच्या मजकुरात तसा दिसत असेल तर संबंधित दस्तासाठी मोजलेली मुद्रांक शुल्काची रक्कम अभय योजना अंतर्गत माफ करण्यासाठी किंवा अभय योजना अंतर्गत मुद्रांक शुल्काची रक्कम परत करण्यासाठी केला असेल तर)

सिद्धता क्र. १ 29 / 03 / 2017 08 : 43 : 12 PM ची वेळ (फायनलपरण)

सिद्धता क्र. 2 29 / 03 / 2017 08 : 58 : 06 PM ची वेळ (पूर्ण)

प्रतिज्ञापत्र

मी खाली लिहून देणार व लिहून घेणार
सर्व अनिवेदक लिहून देतो की सदर दस्तास
जोडलेली पूरक कागदपत्रे ही अस्सल व खरी
असून ती खोटी व बनावट असल्यास अथवा
चोरली असल्यास १९८८ चे कलम ८१ अन्वये
होणाऱ्या कार्यवाहीस आम्ही पात्र असलो राहू.

लिहून घेणार

लिहून देणार

THE SEAL OF JOINT SUB-REGISTRAR OF HAVELI-11

Summary-2(दस्त गोषवारा भाग - २)

दस्त गोषवारा भाग-2

दस्त क्रमांक 2227/2017

29/03/2017 8:36:14 PM

दस्ताचा प्रकार -लिव्हर ॲण्ड बेटरमेंट

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:किशोर शिवराम - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंथी हाऊस, पहिला मजला, एफ.सी रोड , पुणे , स्थानिक नं: -, रोड नं: -, महाराष्ट्र, PUNE, Non-Government. पॅन नंबर:	लिव्हर ॲण्ड बेटरमेंट वय :-30 स्वाक्षरी:		
2	नाव:श्री केशव एकनाथ बीरमाने पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंथी हाऊस, पहिला मजला, एफ.सी रोड , पुणे , स्थानिक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:BGWPK0341M	लिव्हर ॲण्ड बेटरमेंट वय :-26 स्वाक्षरी:		
3	नाव:श्री प्रवीण दुर्गाराम चौधरी - - पत्ता:-, 929, मंथी हाऊस, पहिला मजला, एफ.सी रोड , पुणे, -, -, म.ह. भारत , MAHARASHTRA, PUNE, Non-Government. पॅन नंबर:AOOPC5641P	लिव्हर ॲण्ड बेटरमेंट वय :-25 स्वाक्षरी:		
4	नाव:श्री हरदु संतोष मेहेर - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंथी हाऊस, पहिला मजला, एफ.सी रोड , पुणे , स्थानिक नं: -, रोड नं: -, महाराष्ट्र, पुणे पॅन नंबर:FPHPS6339E	लिव्हर ॲण्ड बेटरमेंट वय :-26 स्वाक्षरी:		
5	नाव:-अमृत दादर शेख - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंथी हाऊस, पहिला मजला , एफ.सी रोड , पुणे , स्थानिक नं: -, रोड नं: -, महाराष्ट्र, पुणे पॅन नंबर:BRMPS9025F	लिव्हर ॲण्ड बेटरमेंट वय :-25 स्वाक्षरी:		
6	नाव:श्री अमीर चिमन लोहार - - पत्ता:-, 929, मंथी हाऊस, पहिला मजला, एफ.सी रोड , पुणे, -, -, म.ह. भारत , MAHARASHTRA, PUNE, Non-Government. पॅन नंबर:FHDPS5300C	लिव्हर ॲण्ड बेटरमेंट वय :-25 स्वाक्षरी:		

वरील दस्तऐवज करत देणार तथाकथीत लिव्हर ॲण्ड बेटरमेंट या दस्त ऐवज करून देणाऱ्यांनी मजकूर वाचला.
सिद्धता क्र.3 ची वेळ:29 / 03 / 2017 08 : 52 : 06 PM

ओळख -

सदर इसम निबंधक यांच्या ओळखीचे असुन दस्तऐवज करून देणा-या/घेणा-या यांची ओळख पटविली.

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री अजिनेश दगडे - - वय 36 पत्ता Sadashiv Peth,pune Pin कोड:411030	स्वाक्षरी	

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र.	पक्षकाराचे नाव व पत्ता
1	श्री अजिनेश दगडे - - पत्ता: प्लॉट नं: -, माळा नं: -, इमारत/बी.ई नाव: 929, मंथी हाऊस, पहिला मजला, एफ .सी रोड , पुणे , स्थानिक नं: -,

Summary-2(दस्त गोषवारा भाग - २)

रोड नं: -, महाराष्ट्र, पुणे.
BNIPP0957R
श्री. ऍनिमेश अग्रवाल वय :-
2 पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंथी हाऊस पहिला मजला , एफ .सी रोड , पुणे , स्थानिक नं: -, रोड नं: -, महाराष्ट्र, पुणे.
ARPPM5755Q

सह दुय्यम निबंधक हवेली-11
सह दुय्यम निबंधक (वर्ग-२) हवेली क्र. ११

EPayment Details

Sr	Epayment Number	Defacement Number
1	MH010041279201617E	0005426171201617

2227/2017

Know Your Rights as Requestors

- Verify Scanned Documents for correctness thoroughly [4 pages on 4 date] PAYALE PAID BDMeng
- Can give review/objection after registration

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THE SEAL OF JOINT SUB-REGISTRAR OF HAVELI-11

Summary-2(दस्त गोषवारा भाग - २)

दस्त गोषवारा भाग-2

दस्त क्रमांक 2227/2017

07/04/2017 6:42:56 PM

दस्ताचा प्रकार -लिव्हर ॲण्ड बेटरमेंट

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री अजिनेश दगडे - - वय 36 पत्ता Sadashiv Peth,pune Pin कोड:411030	लिव्हर ॲण्ड बेटरमेंट वय :-30 स्वाक्षरी:		

वरील दस्तऐवज करत देणार तथाकथीत लिव्हर ॲण्ड बेटरमेंट या दस्त ऐवज करून देणाऱ्यांनी मजकूर वाचला.
सिद्धता क्र.3 ची वेळ:29 / 03 / 2017 08 : 52 : 06 PM

ओळख -

सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असुन दस्तऐवज करून देणा-या/घेणा-या यांची ओळख पटविली.

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री अजिनेश दगडे - - वय 36 पत्ता Sadashiv Peth,pune Pin कोड:411030	स्वाक्षरी	

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र.	पक्षकाराचे नाव व पत्ता
	श्री ऍनिमेश अग्रवाल वय :-
1	पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंथी हाऊस, पहिला मजला, एफ .सी रोड , पुणे , स्थानिक नं: -, रोड नं: -, महाराष्ट्र, पुणे ARPPM5755Q
2	फिनोर्ट प्रिंटसरवर - - -, 929, मंथी हाऊस, पहिला मजला , एफ .सी रोड , पुणे , -, -, म.ह. भारत, MAHARASHTRA, PUNE, Non-Government.
3	श्री केशव एकनाथ बीरमाने - - पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंथी हाऊस, पहिला मजला, एफ .सी रोड , पुणे , स्थानिक नं: -, रोड नं: -, महाराष्ट्र, पुणे. BGWPK0341M
4	श्री प्रवीण दुर्गाराम चौधरी - - -, 929, मंथी हाऊस, पहिला मजला , एफ .सी रोड , पुणे , -, -, म.ह. भारत , MAHARASHTRA, PUNE, Non-Government. AOOPC5641P
5	श्री हरदु संतोष मेहेर - - पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंथी हाऊस, पहिला मजला , एफ .सी रोड , पुणे , स्थानिक नं: -, रोड नं: -, महाराष्ट्र, पुणे FPHPS6339E
6	अमृत दादर शेख - - पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंथी हाऊस, पहिला मजला , एफ .सी रोड , पुणे , स्थानिक नं: -, रोड नं: -, महाराष्ट्र, पुणे. BRMPS9025F
7	श्री अमीर चिमन लोहार - - -, 929, मंथी हाऊस, पहिला मजला , एफ .सी रोड , पुणे , -, -, म.ह. भारत , MAHARASHTRA, PUNE, Non-Government. FHDPS5300C

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र.	पक्षकाराचे नाव व पत्ता

Pre-Registration Acknowledgement

Payment Details

Payment Number

Instalment Number

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Payment Details.

Payment Number

Instalment Number

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Pre-Registration Acknowledgement

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Payment Number

Instalment Number

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Pre-Registration Acknowledgement

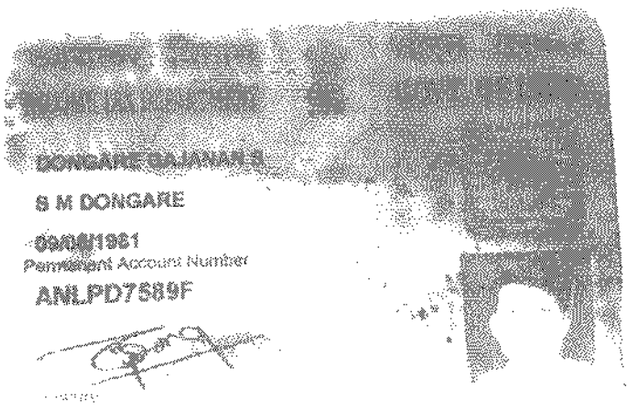
Payment Details.

Payment Number

Instalment Number

Know Your Rights as Registered

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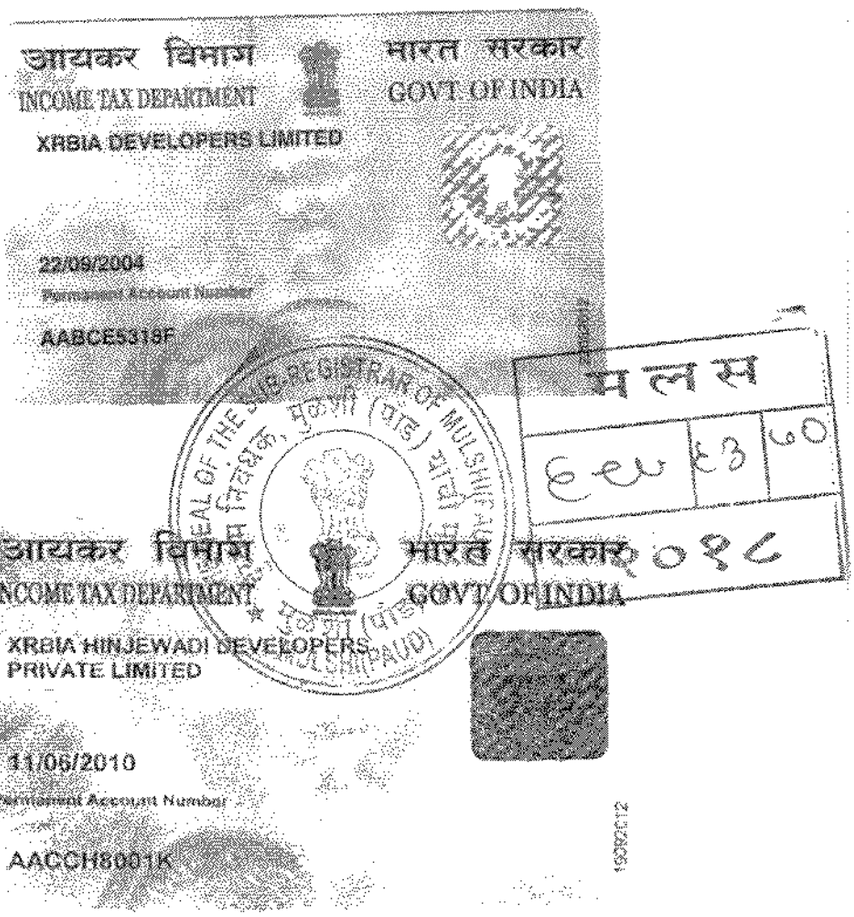

DONGARE SAJANAN S

S M DONGARE

09/04/1961

Permanent Account Number

ANLPD7589F


आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

XRBIA DEVELOPERS LIMITED

22/06/2004

Permanent Account Number

AABCE5319F

म ल स

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०१८

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

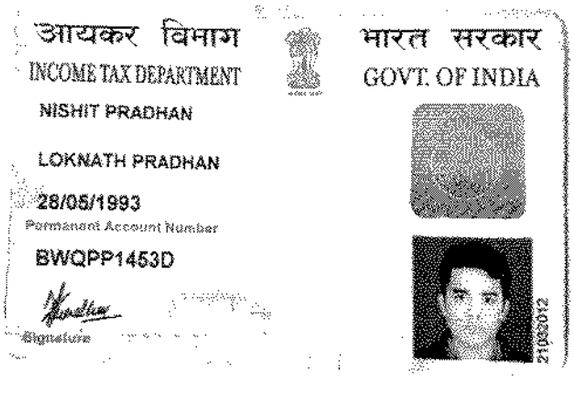
GOVT. OF INDIA

XRBIA HINJEWADI DEVELOPERS PRIVATE LIMITED

11/06/2010

Permanent Account Number

AACCH8001K


आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

NISHIT PRADHAN

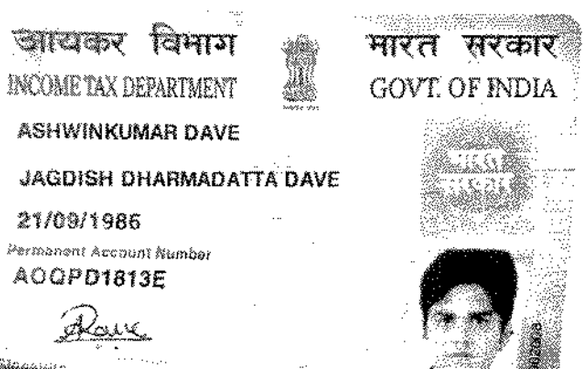
LOKNATH PRADHAN

28/05/1993

Permanent Account Number

BWQPP1453D

Signature


आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

ASHWINKUMAR DAVE

JAGDISH DHARMADATTA DAVE

21/09/1986

Permanent Account Number

AOQPD1813E

THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PUNE)
म ल स
२०१८

[भाग चौथा-अ

REVENUE AND FORESTS DEPARTMENT
Mantralaya, Mumbai 400 032, dated the 15th January 2003

Order

BOMBAY STAMP ACT, 1958.

No. Mudrank. 2006/U.O.R.53/C.R. 530/M-1.—In exercise of the powers conferred by clause *(a)* of section 9 of the Bombay Stamp Act, 1958 (Bom. LX of 1958), the Government of Maharashtra, being satisfied that it is necessary so to do in the public interest, hereby reduces the stamp duty chargeable under clause *(b)* and *(d)* of Article 25 of Schedule I appended to the said Act on the instruments of Agreement or Conveyance relating to sale of property located in the area notified as "the Special Township Project", by 50 per cent.

By order and in the name of the Governor of Maharashtra,

D. R. MALI,
Joint Secretary to Government

राजकीय मुद्रणालय, पुणे

Blue Ridge – STUDIO

घोषणापत्र

मी श्रेयशीम मेघे याद्वारे घोषित करतो की दुय्यम निबंधक हवेली 11 यांचे कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. किशोर 18/11/1962 यांनी 09-03-2017 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीसाठी सादर केला आहे/ निष्पादित करून कबुली जवाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी रद्द केलेले नाही किंवा सदर कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही करणामुळे सदर कुलमुखत्यारपत्र रद्दबाबत ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहील याची मला जाणीव आहे.

स्थळ : पुणे

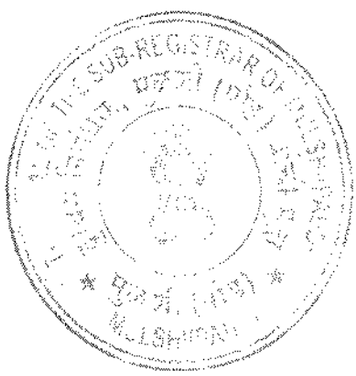
दिनांक : 21-02-2018

कुलमुखत्यारपत्रधारक

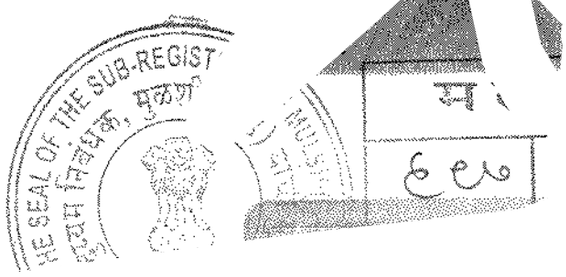
नाव : श्रेयशीम मेघे

THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PUNE) दुय्यम निबंधक, मुळशी (पुणे) क्र. 11

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२०१८		



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२०१८


THE SEAL OF THE SUB-REGIST

बुधवार,21 फेब्रुवारी 2018 12:08 म.नं.

दस्त गोषवारा भाग-1

मलस ६८ /००
दस्त क्रमांक: 697/2018

दस्त क्रमांक: मलस /697/2018

बाजार मुल्य: रु. 7,34,568/- मोबदला: रु. 7,14,000/-

भरलेले मुद्रांक शुल्क: रु.25,800/-

दु. नि. सह. दु. नि. मलस यांचे कार्यालयात

अ. क्रं. 697 वर दि.21-02-2018

रोजी 11:47 म.पू. वा. हजर केला.

पावती:1173 पावती दिनांक: 21/02/2018

सादरकरणाराचे नाव: चैताली राजेश शाह

नोंदणी फी	रु. 7350.00
दस्त हाताळणी फी	रु. 1500.00
पृष्टांची संख्या: 75	
एकुण:	8850.00

दस्त हजर करणाऱ्याची सही:

दुय्यम निबंधक मुळशी (पौड) MLS

दुय्यम निबंधक मुळशी (पौड) MLS

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥विकास प्रा॥धिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण् प्रभाव क्षेत्रात.

शिक्का क्रं. 1 21 / 02 / 2018 11 : 47 : 56 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 21 / 02 / 2018 11 : 48 : 38 AM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपुर्ण मजकुर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची आणि दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी खालील दस्त निष्पादक व कबुलीधारक हे संपुर्णपणे जबाबदार राहतील

लिहुन देणार

लिहुन घेणार

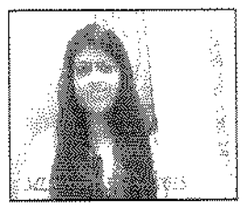
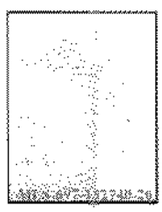
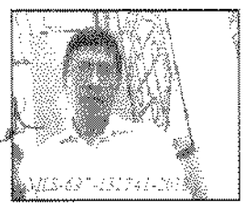
THE SEAL OF THE SUB-REGISTRAR OF ASSURANCES MULSHI

दस्त गोषवारा भाग-2

मलस 5610
दस्त क्रमांक:697/2018

21/02/2018 12 11:44 PM

दस्त क्रमांक :मलस/697/2018
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:चैताली राजेश शाह पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 134/36, झवेरी बाजार मेकंड फ्लोअर मुंबई 400002 , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:COLPS4541B	लिहून घेणार वय :-25 स्वाक्षरी:-		
2	नाव:एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरीकार श्री किशोर पी हिंदगावकर तर्फे कु.मु. म्हणुन धैर्यशील मोरे पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंत्री हाउस, पहिला मजला, एफ सी रोड, पुणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AACCH8001K	लिहून देणार वय :-30 स्वाक्षरी:-		
3	नाव:मान्यता देणार एक्झर्बिया डेव्हेलपर्स, लि. तर्फे कु. मु. म्हणुन एक्झर्बिया हिंजेवाडी डेव्हेलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरीकार श्री किशोर पी हिंदगावकर तर्फे कु.मु. म्हणुन धैर्यशील मोरे पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 929, मंत्री हाउस, पहिला मजला, एफ सी रोड, पुणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AABCE5318F	मान्यता देणार वय :-30 स्वाक्षरी:-		
4	नाव:राजेश चिमणलाल शाह पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 134/36, झवेरी बाजार मेकंड फ्लोअर मुंबई 400002 , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AALPS6256P	लिहून घेणार वय :-64 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:21 / 02 / 2018 11 : 50 : 52 AM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:हार्दिक - शाह वय:30 पत्ता:झवेरी बाजार, मुंबई पिन कोड:400002	स्वाक्षरी		
2	नाव:सुलभा शाह वय:60 पत्ता:झवेरी बाजार, मुंबई पिन कोड:400002	स्वाक्षरी		

SEAL OF THE SUB-REGISTRAR OF ASSURANCES

शिक्का क्र.4 ची वेळ:21 / 02 / 2018 11 : 51 : 52 AM

दुय्यम निबंधक मुळशी (पौड)

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH010863046201718E	0005960515201718

697 /2018

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

THE SEAL OF THE SUB-REGISTRAR OF MULSHI (PAUD) दुय्यम निबंधक, मुळशी (पौड) यांचा शिक्का
★ मुळशी (पौड) ★ MULSHI(PAUD)

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प्रमाणित करण्यात येते की,
या दस्तऐवजात एकूण ७० पृष्ठ आहेत

पहिले नंबराचे पुस्तकाचे
६९७ नंबरी नोंदला.

दुय्यम निबंधक मुळशी (१)
दिनांक 29/12/2017

THE SEAL OF THE SUB-REGISTRAR OF MULSHI दुय्यम निबंधक मुळशी यांचा शिक्का
★ MULSHI ★

TRUE COPY

Bombhise

3744

ANNEXURE-A-4

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P52000012385**

Project: ***XRBIA VANGANI - PH ,3****Plot Bearing / CTS / Survey / Final Plot No.:****24/1,24/3,24/4,24/11,24/12,24/13,25/3B*** *at* ***Khadyachapada, Karjat, Raigarh, 410201****;*

1. **Xrbia Developers Ltd** having its registered office / principal place of business at *Tehsil:* ***Pune City****, District:* ***Pune****, Pin:* ***411007***.
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR
     That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
   - The Registration shall be valid for a period commencing from **01/09/2017** and ending with **30/03/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
   - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
   - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:10-02-2022 12:20:43

Dated: **01/09/2017**
Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

TRUE COPY

Bambhise

MahaRERA Application

General Information

Information Type

Other Than Individual

Organization

Name

Xrbia Developers Ltd

Organization Type

Company

Description For Other Type Organization

NA

Do you have any Past Experience ?

No

Address Details

Block Number

6th Floor

Building Name

City Mall

Street Name

Ganeshkhind Road

Locality

Shivaji Nagar

Land mark

Pune University Circle

State/UT

MAHARASHTRA

Division

Pune

District

Pune

Taluka

Pune City

Village

Pune (M Corp.)

Pin Code

411007

Organization Contact Details

Office Number

02067603277

Website URL

www.xrbia.com

Past Experience Details

Member Information

Member Name	Designation	Photo
Manojkumar Murlidhar Kamble	Authorized Signatory	View Photo
Shekhar Dattatray Savlekar	Authorized Signatory	View Photo

Project

Project Name (Mention as per Sanctioned Plan)

XRBIA VANGANI - PH 3

Project Status

On-Going Project

Proposed Date of Completion

31/03/2024

Revised Proposed Date of Completion

30/03/2025

Litigations related to the project ?

No

Project Type

Others

Are there any Promoter(Land Owner/ Investor) (as defined by MahaRERA Order) in the project ?

Yes

Plot Bearing No / CTS no / Survey Number/Final Plot no.

24/1,24/3,24/4,24/11,24/12,24/13,25/3B

Boundaries East

S NO 24 25

Boundaries West

S NO 26

Boundaries North

S NO 21 24

Boundaries South

S NO 25 26

State/UT

MAHARASHTRA

Division

Konkan

District

Raigarh

Taluka

Karjat

Village

Khadyachapada

Street

Khadyachapada

Locality

Khadyachapada

Pin Code

410201

Total Plot/Project area (sqmts)

67803

Total Number of Proposed Building/Wings (In the Layout/Plot)

17

Number of Sanctioned Building out of Above Proposed Count Applied for this Registration

17

Proposed But Not Sanctioned Buildings Count

0

Total Recreational Open Space as Per Sanctioned Plan

0

FSI Details

Sanctioned FSI of the project applied for registration (Sanctioned Built-up Area)

82243

Built-up-Area as per Proposed FSI (In sqmts) (Proposed but not sanctioned) (As soon as approved, should be immediately updated in Approved FSI)

0

Permissible Total FSI of Plot (Permissible Built-up Area)

82243.00

Details of RERA Designated Separate Bank Account

Bank Name

HDFC BANK

IFSC Code

HDFC0000007

Promoter(Land Owner/ Investor) Details

Project Name	Promoter Name	Promoter(Land Owner/ Investor) Type	Type of Agreement/ Arrangement	VIEW	Status
XRBIA VANGANI - PH 3	RAHUL R NAHAR	Individual	Revenue Share	View Details	Active

Sr No.	Document Name	View
1	Upload Agreement / MoU Copy	View Download
2	Upload Agreement / MoU Copy	View Download
3	Declaration in Form B	View Download

Project Details

Name	Proposed	Booked	WorkDone(In %)
Number of Garages (In Numbers)	0	0	0
Covered Parking (In Numbers)	0	0	0

Development Work

Common areas And Facilities, Amenities	Available	Percent	Details
Internal Roads & Footpaths :	YES	20	COMMON FOR LARGER LAYOUT
Water Conservation, Rain water Harvesting :	YES	0	COMMON FOR LARGER LAYOUT
Energy management :	NO	0	NA
Fire Protection And Fire Safety Requirements :	YES	0	COMMON FOR LARGER LAYOUT
Electrical Meter Room, Sub-Station, Receiving Station :	YES	0	COMMON FOR LARGER LAYOUT
CAFETERIA :	YES	0	COMMON FOR LARGER LAYOUT
Club House :	YES	0	COMMON FOR LARGER LAYOUT
FESTIVAL PLAZA :	YES	0	COMMON FOR LARGER LAYOUT
GARDEN :	YES	0	COMMON FOR LARGER LAYOUT
Gymnasium :	YES	0	COMMON FOR LARGER LAYOUT
KIDS PLAY AREA :	YES	0	COMMON FOR LARGER LAYOUT

MULTIPURPOSE HALL :	YES	0	COMMON FOR LARGER LAYOUT
POWER BACKUPFOR COMMON AREA AND LIFTS :	YES	0	COMMON FOR LARGER LAYOUT
SPORTS FACILITY :	YES	0	COMMON FOR LARGER LAYOUT
Swimming Pool :	YES	0	COMMON FOR LARGER LAYOUT
Aggregate area of recreational Open Space :	YES	0	COMMON FOR LARGER LAYOUT
Open Parking :	NO	0	NA
Water Supply :	YES	0	COMMON FOR LARGER LAYOUT
Sewerage (Chamber, Lines, Septic Tank , STP) :	YES	0	COMMON FOR LARGER LAYOUT
Storm Water Drains :	YES	0	COMMON FOR LARGER LAYOUT
Landscaping & Tree Planting :	YES	0	WITH WALKING AREA COMMON FOR LARGER LAYOUT
Street Lighting :	YES	0	COMMON FOR LARGER LAYOUT
Community Buildings :	YES	0	COMMON FOR LARGER LAYOUT
Treatment And Disposal Of Sewage And Sullage Water :	YES	0	COMMON FOR LARGER LAYOUT
Solid Waste Management And Disposal :	YES	0	COMMON FOR LARGER LAYOUT

Building Details

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
1	XRBIA VANGANI - PH 3	F2	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	1 BHK	35.93	1	1
2	SHOP	58.36	2	0
3	1 BHK	17.05	70	67
4	1 BHK	24.00	84	66

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	9
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	9
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	47
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
2	XRBIA VANGANI - PH 3	F3	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	1 BHK	35.93	1	0
2	SHOP	58.36	2	0
3	1 BHK	24.00	84	63
4	1 BHK	17.05	70	61

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	13
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	13
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	61
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
3	XRBIA VANGANI - PH 3	F4	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	1 BHK	35.93	1	0
2	SHOP	58.36	2	0
3	1 BHK	24.00	84	59
4	1 BHK	17.05	70	58

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	50
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	4
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	5
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	18
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
4	XRBIA VANGANI - PH 3	F5	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	1BHK	17.05	70	66
2	1BHK	24.00	84	68
3	1BHK	35.93	1	0
4	Shop	58.36	2	0

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	75
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	4
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	9
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	35
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
5	XRBIA VANGANI - PH 3	G1	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	1 BHK	35.93	1	0
2	SHOP	58.36	2	0
3	1 BHK	24.00	84	71
4	1 BHK	17.05	70	64

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	0
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	0
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	0
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	0
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	0
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
6	XRBIA VANGANI - PH 3	G2	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	1 BHK	35.93	1	1
2	SHOP	58.36	2	0
3	1 BHK	17.05	70	65
4	1 BHK	24.00	84	73

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	53
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	36
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	75
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
7	XRBIA VANGANI - PH 3	G3	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	1 BHK	35.93	1	0
2	SHOP	58.36	2	0
3	1 BHK	24.00	84	69
4	1 BHK	17.05	70	59

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	43
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	19
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	75
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
8	XRBIA VANGANI - PH 3	G4	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	SHOP	58.36	2	0
2	1 BHK	35.93	1	1
3	1 BHK	24.00	84	65
4	1 BHK	17.05	70	60

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	30
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	17
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	75
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
9	XRBIA VANGANI - PH 3	G5	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	SHOP	36.42	2	0
2	1 RK	15.39	21	21
3	1 RK	13.28	168	164
4	1 RK	18.50	1	1

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	53
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	42
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	78
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	36
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
10	XRBIA VANGANI - PH 3	G6	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	SHOP	36.42	2	0
2	1 RK	18.50	1	0
3	1 RK	13.28	168	167
4	1 RK	15.39	21	19

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	53
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	41
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	78
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	36
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
11	XRBIA VANGANI - PH 3	G7	31/03/2024	0	1	0	9	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	1 RK	18.5	1	1
2	SHOP	36.42	2	0
3	1 RK	15.39	21	20
4	1 RK	13.28	192	168

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	6
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	0
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	0
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	0
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
12	XRBIA VANGANI - PH 3	J1	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	2BHK	30.57	112	88
2	2BHK	35.19	14	3
3	Shop	38.82	2	0

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	0
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	0
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	0
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	0
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	0
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
13	XRBIA VANGANI - PH 3	J2	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	SHOP	19.76	1	0
2	SHOP	26.70	1	0
3	SHOP	35.46	4	0
4	SHOP	37.85	2	0
5	2 BHK	35.19	8	7
6	2 BHK	30.70	28	27
7	2 BHK	31.48	84	77

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	53
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	36
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	47
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	13
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
14	XRBIA VANGANI - PH 3	J3	31/03/2024	0	1	0	8	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	2 BHK	29.60	16	12
2	2 BHK	26.82	56	55
3	2 BHK	24.41	56	52

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	53
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	44
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	78
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	13
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
15	XRBIA VANGANI - PH 3	J4	31/03/2024	0	1	0	9	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	2 BHK	29.6	16	14
2	2 BHK	26.82	64	55
3	2 BHK	24.41	64	56

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	46
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	32
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	41
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	30
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
16	XRBIA VANGANI - PH 3	J5	31/03/2024	0	1	0	9	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	SHOP	19.76	1	0
2	SHOP	26.70	1	0
3	SHOP	35.46	4	0
4	SHOP	37.85	2	0
5	2 BHK	35.19	8	5
6	2 BHK	30.70	32	29
7	2 BHK	31.48	96	79

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	53
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	20
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	70
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	0
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Sr.No.	Project Name	Name (Also mention identification of building/wing/other as per approved plan)	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Sanctioned Floors	Number of Stilts	Total no. of open Parking as per Sanctioned Plan (4-wheeler+2-Wheeler)	Numbe of Closed Parkin
17	XRBIA VANGANI - PH 3	J6	31/03/2024	0	1	0	9	0	0	0

Sr.No.	Apartment Type	Carpet Area (in Sqmts)	Number of Apartment	Number of Booked Apartment
1	2 BHK	29.60	16	12
2	2 BHK	26.82	64	54
3	2 BHK	24.41	64	54

Sr.No.	Tasks / Activity	Percentage of Work
1	Excavation	100
2	X number of Basement(s) and Plinth	100
3	X number of Podiums	0
4	Stilt Floor	0
5	X number of Slabs of Super Structure	100
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	53
7	Sanitary Fittings within the Flat/Premises,Electrical Fittings within the Flat/Premises	36
8	Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks.	78
9	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	30
10	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Obtain Occupation /Completion Certificate	0

Project Professional Information

Professional Name	MahaRERA Certificate No.	Professional Type
Supreme Infrastructure India Ltd	NA	Contractor
Ajay Gade	NA	Architect

Litigations Details

No Records Found

Uploaded Documents

Document Name	Uploaded Document
1 Copy of the legal title report	View Download
1 Details of encumbrances	View Download
1 b Details of encumbrances concerned to Legal	Not Uploaded
1 Copy of Layout Approval (in case of layout)	View Download
1 Building Plan Approval (IOD)	View Download
1 Commencement Certificates / NA Order for plotted development	View Download
1 Declaration about Commencement Certificate	View Download
1 Declaration in FORM B	View Download
1 Certificates of Architect (Form 1)(Mandatory for only ongoing project)	View Download
2 Certificates of Architect (Form 1)(Mandatory for only ongoing project)	View Download
3 Certificates of Architect (Form 1)(Mandatory for only ongoing project)	View Download
4 Certificates of Architect (Form 1)(Mandatory for only ongoing project)	View Download
5 Certificates of Architect (Form 1)(Mandatory for only ongoing project)	View Download

6 Certificates of Architect (Form 1)(Mandatory for only ongoing project)	View Download
1 Certificates of Engineer (Form 2)(Mandatory for only ongoing project)	View Download
2 Certificates of Engineer (Form 2)(Mandatory for only ongoing project)	View Download
3 Certificates of Engineer (Form 2)(Mandatory for only ongoing project)	View Download
4 Certificates of Engineer (Form 2)(Mandatory for only ongoing project)	View Download
5 Certificates of Engineer (Form 2)(Mandatory for only ongoing project)	View Download
6 Certificates of Engineer (Form 2)(Mandatory for only ongoing project)	View Download
1 Engineers Certificate on Quality Assurance (Form 2A FY 2019-20)	Not Uploaded
1 Engineers Certificate on Quality Assurance (Form 2A FY 2020-21)	Not Uploaded
1 Engineers Certificate on Quality Assurance (Form 2A FY 2021-22)	Not Uploaded
1 Engineers Certificate on Quality Assurance (Form 2A FY 2022-23)	Not Uploaded
1 Engineers Certificate on Quality Assurance (Form 2A FY 2023-24)	Not Uploaded
1 Disclosure of sold/ booked inventory	View Download
1 CERSAI details	View Download
1 Disclosure of Interest in Other Real Estate Organizations	Not Uploaded
1 Certificates of CA (Form 5)	View Download
1 Annual Audit Report of Statutory CA (Form 5) (FY 2018-19)	View Download
1 Annual Audit Report of Statutory CA (Form 5) (FY 2019-20)	View Download
1 Annual Audit Report of Statutory CA (Form 5) (FY 2020-21)	View Download
1 Annual Audit Report of Statutory CA (Form 5) (FY 2022-23)	Not Uploaded
1 Annual Audit Report of Statutory CA (Form 5) (FY 2021-22)	View Download
1 Proforma of Agreement for sale	Not Uploaded
1 Annual Audit Report of Statutory CA (Form 5) (FY 2023-24)	Not Uploaded
1 Proforma of Allotment letter	View Download
2 Proforma of Allotment letter	View Download
1 Occupancy Certificate/ Completion Certificate/ Architect's certificate of completion for plotted development	Not Uploaded
1 Status of Formation of Legal Entity (Society/Co Op etc.)	Not Uploaded
1 Status of Conveyance	Not Uploaded
1 Foreclosure of the Project	Not Uploaded
1 Deviation Report with respect to Allotment letter	Not Uploaded
1 Deviation Report with respect to model copy of Agreement	Not Uploaded
1 Other	View Download
2 Other	View Download
3 Other	View Download
1 Other – Finance	Not Uploaded
1 Other – Technical	Not Uploaded

Complaint Details

Sr.No.	Complaint No	Complainant Name	
1	CC006000000161355	DHARMENDRA GOPAL PARDHI	View Orders
2	CC006000000171786	Shikha Shivpal Maurya	View Orders
3	CC006000000171786	Shikha Shivpal Maurya	View Orders

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[2021] 14 S.C.R. 204

A P. MOHANRAJ & ORS.

v.

M/S. SHAH BROTHERS ISPAT PVT. LTD.

(Civil Appeal No. 10355 of 2018)

B MARCH 01, 2021

[ROHINTON FALI NARIMAN, NAVIN SINHA AND K. M. JOSEPH, JJ.]

Insolvency and Bankruptcy Code, 2016 – s.14 – Negotiable Instrument Act, 1881 – Chapter XVII – ss.138, 141 – Institution/ continuation of proceeding u/s.138/141, NI Act, if covered by the moratorium provision i.e. *s.14, IBC – Natural persons if covered by s.14 – Held: A s.138/141 proceeding against a corporate debtor is covered by s.14(1)(a), IBC – A quasi-criminal proceeding contained in Chapter XVII of the NI Act would amount to a "proceeding" within the meaning of s.14(1)(a), the moratorium therefore attaching to such proceeding – As far as the Directors/persons in management or control of the corporate debtor are concerned, a s.138/141 proceeding against them cannot be initiated or continued without the corporate debtor – This is because s.141 speaks of persons in charge of, and responsible to the company for the conduct of the business of the company, as well as the company – For the period of moratorium, since no s.138/141 proceeding can continue or be initiated against the corporate debtor because of a statutory bar, such proceedings can be initiated or continued against the persons mentioned in s.141(1) and (2) of the NI Act – Thus, moratorium provision contained in s.14, IBC would apply only to the corporate debtor, the natural persons mentioned in s.141 continuing to be statutorily liable under Chapter XVII of the NI Act – Interpretation of Statutes.*

Insolvency and Bankruptcy Code, 2016 – s.14, ss.3(33), 96(3), 101(3) – "Transaction" in s.3(33) – Scope of s.14 – Held: s.14(1) makes it clear that subject to the exceptions contained in sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall mandatorily, by order, declare a moratorium to prohibit what follows in clauses (a) to (d) – s.14(1)(a) does not indicate as to what the proceedings contained therein apply to –

Sub-section 3(a) provides the answer that such "proceedings" relate to "transactions" entered into by the corporate debtor pre imposition of the moratorium – s.3(33) defines " transaction" – This definition being an inclusive one is extremely wide in nature and would include a transaction evidencing a debt or liability – This is made clear by s.96(3) and s.101(3) which contain the same language as s.14(3)(a), these Sections speaking of 'debts' of the individual or firm.

Insolvency and Bankruptcy Code, 2016 – s.14(3)(b) – Held: By s.14(3)(b), a surety in a contract of guarantee of a debt owed by a corporate debtor cannot avail of the benefit of a moratorium as a result of which a creditor can enforce a guarantee, though not being able to enforce the principal debt during the period of moratorium.

Insolvency and Banckruptcy Code, 2016 – s.14 – Object of – Discussed.

Doctrines/Principles – noscitur a sociis or ejusdem generis – *Insolvency and Bankruptcy Code, 2016 – s.14 – "proceedings" – Negotiable Instrument Act, 1881 – ss.138, 141 – Held:* Ejusdem generis and noscitur a sociis *cannot be exalted to nullify the plain meaning of words used in a statute if they are designedly used in a wide sense – Where a residuary phrase is used as a catch-all expression to take within its scope what may reasonably be comprehended by a provision, regard being had to its object and setting,* noscitur a sociis *cannot be used to colour an otherwise wide expression so as to whittle it down and stultify the object of a statutory provision* – noscitur a sociis or ejusdem generis *should not be used to cut down the width of the expression "proceedings" so as to make such proceedings analogous to civil suits – Interpretation of Statutes – Rules of construction.*

Insolvency and Bankruptcy Code, 2016 – s.14 vis-à-vis *ss. 81, 85, 96, 101 – Scope of proceedings – Held: When the language of these Sections is juxtaposed against the language of s.14, it is clear that the width of s.14 is even greater, given that s.14 declares a moratorium prohibiting what is mentioned in clauses (a) to (d) thereof in respect of transactions entered into by the corporate debtor, inclusive of transactions relating to debts, as contained in ss.81, 85, 96, and 101 – Also, s.14(1)(d) is conspicuous by its absence in any of these Sections – Thus, where individuals or firms are concerned, the recovery of any property by an owner or lessor,*

where such property is occupied by or in possession of the individual or firm can be recovered during the moratorium period, unlike the property of a corporate debtor – Negotiable Instrument Act, 1881 – s.138, 141, 143A, 148.

Insolvency and Bankruptcy Code, 2016 – ss.14, 32A (1) – Interplay between s.14, 32A – Moratorium – Prior offences, liability of corporate debtor – Held: The reason for introducing s.32A had nothing to do with any moratorium provision – It extinguishes criminal liability of the corporate debtor, from the date the resolution plan has been approved by the Adjudicating Authority, so that the new management may make a clean break with the past and start on a clean slate – Whereas, a moratorium provision only casts a shadow on proceedings already initiated and to be initiated – Insolvency and Bankruptcy Code (Amendment) Act, 2020 – Doctrine of harmonious construction – Negotiable Instruments Act, 1881 – ss.138, 141.

Negotiable Instruments Act, 1881 – Chapter XVII – s.138-142 – Nature of proceeding under – Held: A s.138 proceeding can be said to be a "civil sheep" in a "criminal wolf's" clothing, as it is the interest of the victim that is sought to be protected, the larger interest of the State being subsumed in the victim alone moving a court in cheque bouncing cases – Code of Criminal Procedure, 1973 – Chapter XIII – ss.177 to 189; ss.62-64, 302, 357.

Negotiable Instruments Act, 1881 – s.138 – Object of – Discussed.

Negotiable Instruments Act, 1881 – s.138 – Explanation to s.138 – Held: It makes clear that the debt or other liability means a legally enforceable debt or other liability – Thus, a debt or other liability barred by the law of limitation would be outside the scope of s.138.

Negotiable Instruments Act, 1881 – s.138 – Penal Code, 1860 – s.53 – Plea that proceedings u/s.138 can only be described as criminal proceedings – Held: Rejected – There are many instances of acts which are punishable by imprisonment or fine or both which have been described as quasi-criminal – There is nothing wrong with the appellation "quasi-criminal" being applied to a s.138 proceeding – Companies Act, 1956 – s.630 – Contempt of Courts Act, 1971 – ss.2, 11, 12.

Negotiable Instruments Act, 1881 – s.139 – Presumption under – Discussed.

Negotiable Instruments Act, 1881 – s.140 – Held: It shall not be a defence in a prosecution for an offence u/s.138 that the drawer had no reason to believe when he issued the cheque that the cheque may be dishonoured on presentment for the reasons stated in that Section, thus strict liability will attach, mens rea *being no ingredient of the offence.*

Insolvency and Bankruptcy Code, 2016 – ss.14, 25(2), 33(5) – Negotiable Instruments Act, 1881 – ss.138, 141 – Doctrines of ejusdem generis and noscitur a sociis *– Non-application of – Held: U/s.33, the expression "no suit or other legal proceeding" occurs both in the enacting part as well as the proviso – Going by the proviso first, given the object that the liquidator has to act on behalf of the company after a winding-up order is passed, which includes filing of suits and other legal proceedings on behalf of the company, there is no reason as to why a s.138/141 proceeding would be outside the ken of the proviso – There is no reason why the liquidator cannot institute a s.138/141 proceeding against a defaulting debtor of the company – Inelegant drafting cannot lead to absurd results or results which stultify the object of a provision, given its otherwise wide language – Interpretation of Statutes.*

Arbitration and Conciliation Act, 1996 – s.34 – Insolvency and Bankruptcy Code, 2016 – s.14 – Held: s.34 proceeding is certainly a proceeding against the corporate debtor which may result in an arbitral award against the corporate debtor being upheld, as a result of which, monies would then be payable by the corporate debtor – Power Grid Corporation of India Ltd. v. Jyoti Structures Ltd., *reported as* (2018) 246 DLT 485 *does not state the law correctly.*

Words & Expressions:

"or" in s.14(1)(a) – Interpretation of – Held: expression "or" occurs twice in the first part of s.14(1)(a)- first, between the expressions "institution of suits" and "continuation of pending suits" and second, between the expressions "continuation of pending suits" and "proceedings against the corporate debtor…" – Expression "institution of suits or continuation of pending suits" is to be read as one category, and the disjunctive "or" before the word

A *"proceedings" would make it clear that proceedings against the corporate debtor would be a separate category.*

"proceedings" – Meaning of – Discussed – Insolvency and Bankruptcy Code, 2016 – s.14.

B *"in respect of" – Held: It is a phrase which is wide and includes anything done directly or indirectly – Insolvency and Bankruptcy Code, 2016 – ss. 81, 85, 96, 101.*

"cause of action" – Held: Expression "cause of action" is a foreigner to criminal jurisprudence, and would apply only in civil cases to recover money – Insolvency and Bankruptcy Code, 2016 – C *s.14 – Negotiable Instruments Act, 1881 – ss.138, 142 – Code of Criminal Procdeure, 1973 – Chapter XIII – ss.177 to 189.*

Disposing of the matters, the Court

HELD: 1.1 Section 14(1) makes it clear that subject to the D **exceptions contained in sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall mandatorily, by order, declare a moratorium to prohibit what follows in clauses (a) to (d). Importantly, under sub-section (4), this order of moratorium does not continue indefinitely, but has effect only from the date of the order declaring moratorium till** E **the completion of the corporate insolvency resolution process which is time bound, either culminating in the order of the Adjudicating Authority approving a resolution plan or in liquidation. The two exceptions to Section 14(1) are contained in sub-sections (2) and (3) of Section 14. Under sub-section (2), the** F **supply of essential goods or services to the corporate debtor during this period cannot be terminated or suspended or even interrupted, as otherwise the corporate debtor would be brought to its knees and would not able to function as a going concern during this period. The exception created in sub-section (3) is important as it refers to "transactions" as may be notified by the** G **Central Government in consultation with experts in finance. Thus, the Central Government, in consultation with experts, may state that the moratorium provision will not apply to such transactions as may be notified. Section 14(1)(a) does not indicate as to what the proceedings contained therein apply to. Sub-section 3(a)**

H

provides the answer – that such "proceedings" relate to "transactions" entered into by the corporate debtor pre imposition of the moratorium. Section 3(33) defines "transaction". This definition being an inclusive one is extremely wide in nature and would include a transaction evidencing a debt or liability. This is made clear by Section 96(3) and Section 101(3) which contain the same language as Section 14(3)(a), these Sections speaking of 'debts' of the individual or firm. Equally important is Section 14(3)(b), by which a surety in a contract of guarantee of a debt owed by a corporate debtor cannot avail of the benefit of a moratorium as a result of which a creditor can enforce a guarantee, though not being able to enforce the principal debt during the period of moratorium. [Paras 10-13][232-G-H; 233-A-C, F-G; 234-B-D]

1.2 The expression "or" occurs twice in the first part of Section 14(1)(a) – *first*, between the expressions "institution of suits" and "continuation of pending suits" and *second*, between the expressions "continuation of pending suits" and "proceedings against the corporate debtor...". The sweep of the provision is very wide indeed as it includes institution, continuation, judgment and execution of suits and proceedings. An award of an arbitration panel or an order of an authority is also included. This being the case, it would be incongruous to hold that the expression "the institution of suits or continuation of pending suits" must be read disjunctively as otherwise, the institution of arbitral proceedings and proceedings before authorities cannot be subsumed within the expression institution of "suits" which are proceedings in civil courts instituted by a plaint (*see* Section 26 of the Code of Civil Procedure, 1908). Therefore, it is clear that the expression "institution of suits or continuation of pending suits" is to be read as one category, and the disjunctive "or" before the word "proceedings" would make it clear that proceedings against the corporate debtor would be a separate category. What throws light on the width of the expression "proceedings" is the expression "any judgment, decree or order" and "any court of law, tribunal, arbitration panel or other authority". Since criminal proceedings under the Code of Criminal Procedure, 1973 ["CrPC"] are conducted before the courts mentioned in Section 6, CrPC, it is clear that a Section 138 proceeding being conducted before a

Magistrate would certainly be a proceeding in a court of law in respect of a transaction which relates to a debt owed by the corporate debtor. [Para 14][234-D-H; 235-A-B]

1.3 *Ejusdem generis* and *noscitur a sociis*, being rules as to the construction of statutes, cannot be exalted to nullify the plain meaning of words used in a statute if they are designedly used in a wide sense. Importantly, where a residuary phrase is used as a catch-all expression to take within its scope what may reasonably be comprehended by a provision, regard being had to its object and setting, *noscitur a sociis* cannot be used to colour an otherwise wide expression so as to whittle it down and stultify the object of a statutory provision. [Para 22][250-A-B]

State of Assam v. Ranga Mahammad, **[1967] 1 SCR 454;** *Jagdish Chander Gupta v. Kajaria Traders (India) Ltd.,* **[1964] 8 SCR 50;** *Rajasthan State Electricity Board v. Mohan Lal,* **[1967] 3 SCR 377;** *CBI v. Braj Bhushan Prasad,* **(2001) 9 SCC 432 : [2001] 3 Suppl. SCR 627;** ***Godfrey*** *Phillips India Ltd. v. State of U.P.,* **(2005) 2 SCC 515 : [2005] 1 SCR 732;** *Vikram Singh v. Union of India,* **(2015) 9 SCC 502 : [2015] 10 SCR 816;** *Pioneer Urban Land and Infrastructure Ltd. v. Union of India,* **(2019) 8 SCC 416 : [2019] 10 SCR 381 – referred to.**

2. The object of a moratorium provision such as Section 14 is to see that there is no depletion of a corporate debtor's assets during the insolvency resolution process so that it can be kept running as a going concern during this time, thus maximizing value for all stakeholders. The idea is that it facilitates the continued operation of the business of the corporate debtor to allow it breathing space to organise its affairs so that a new management may ultimately take over and bring the corporate debtor out of financial sickness, thus benefiting all stakeholders, which would include workmen of the corporate debtor. Regard being had to the object sought to be achieved by the IBC in imposing this moratorium, a quasi-criminal proceeding which would result in the assets of the corporate debtor being depleted

as a result of having to pay compensation which can amount to twice the amount of the cheque that has bounced would directly impact the corporate insolvency resolution process in the same manner as the institution, continuation, or execution of a decree in such suit in a civil court for the amount of debt or other liability. Judged from the point of view of this objective, it is impossible to discern any difference between the impact of a suit and a Section 138 proceeding, insofar as the corporate debtor is concerned, on its getting the necessary breathing space to get back on its feet during the corporate insolvency resolution process. Given this fact, it is difficult to accept that *noscitur a sociis* or *ejusdem generis* should be used to cut down the width of the expression "proceedings" so as to make such proceedings analogous to civil suits. Clause (b) of Section 14(1) also makes it clear that during the moratorium period, any transfer, encumbrance, alienation, or disposal by the corporate debtor of any of its assets or any legal right or beneficial interest therein being also interdicted, yet a liability in the form of compensation payable under Section 138 would somehow escape the dragnet of Section 14(1). While Section 14(1)(a) refers to monetary liabilities of the corporate debtor, Section 14(1)(b) refers to the corporate debtor's assets, and together, these two clauses form a scheme which shields the corporate debtor from pecuniary attacks against it in the moratorium period so that the corporate debtor gets breathing space to continue as a going concern in order to ultimately rehabilitate itself. [Paras 23-25][251-C-D; 252-B-D, E-G]

Swiss Ribbons (P) Ltd. v. Union of India, **(2019) 4 SCC 17: [2019] 3 SCR 535 – relied on.**

Report of the Insolvency Law Committee of February, 2020 – **referred to.**

3. In Part III of the IBC, which deals with insolvency resolution and bankruptcy for individuals and partnership firms, Section 81, which occurs in Chapter II thereof, entitled "Fresh Start Process", an interim moratorium is imposed. Similarly, in Section 85, which also occurs in Chapter II in Part III of the IBC, a moratorium is imposed. When the language of Section 14 and

Section 85 are contrasted, it becomes clear that though the language of Section 85 is only in respect of debts, the moratorium contained in Section 14 is not subject specific. The only light thrown on the subject is by the exception provision contained in Section 14(3)(a) which is that "transactions" are the subject matter of Section 14(1). "Transaction" is a much wider expression than "debt", and subsumes it. Also, the expression "proceedings" used by the legislature in Section 14(1)(a) is not trammelled by the word "legal" as a prefix that is contained in the moratorium provisions qua individuals and firms. Likewise, the provisions of Section 96 and Section 101 are moratorium provisions in Chapter III of Part III dealing with the insolvency resolution process of individuals and firms, the same expression, namely, "debts" is used as is used in Section 85. A legal action or proceeding in respect of any debt would, on its plain language, include a Section 138 proceeding. This is for the reason that a Section 138 proceeding would be a legal proceeding "in respect of" a debt. "In respect of" is a phrase which is wide and includes anything done directly or indirectly. This, coupled with the fact that the Section is not limited to 'recovery' of any debt, would indicate that any legal proceeding even indirectly relatable to recovery of any debt would be covered. When the language of these Sections is juxtaposed against the language of Section 14, it is clear that the width of Section 14 is even greater, given that Section 14 declares a moratorium prohibiting what is mentioned in clauses (a) to (d) thereof in respect of transactions entered into by the corporate debtor, inclusive of transactions relating to debts, as is contained in Sections 81, 85, 96, and 101. Also, Section 14(1)(d) is conspicuous by its absence in any of these Sections. Thus, where individuals or firms are concerned, the recovery of any property by an owner or lessor, where such property is occupied by or in possession of the individual or firm can be recovered during the moratorium period, unlike the property of a corporate debtor. For all these reasons, therefore, given the object and context of Section 14, the expression "proceedings" cannot be cut down by any rule of construction and must be given a fair meaning consonant with the object and context. It is conceded that criminal proceedings which are not directly related to

transactions evidencing debt or liability of the corporate debtor would be outside the scope of this expression. [Paras 26, 27, 28][253-A; 255-B-D; 256-F-H; 257-A-C]

State Bank of India v. V. Ramakrishnan, **(2018) 17 SCC 394 : [2018] 10 SCR 974 – distinguished.**

Macquarie Bank Ltd. v. Shilpi Cable Technologies Ltd., **(2018) 2 SCC 674 : [2017] 13 SCR 751;** *Giriraj Garg v. Coal India Ltd.,* **(2019) 5 SCC 192 : [2019] 2 SCR 239 – referred to.**

4. Section 32A cannot possibly be said to throw any light on the true interpretation of Section 14(1)(a) as the reason for introducing Section 32A had nothing whatsoever to do with any moratorium provision. At the heart of the Section is the extinguishment of criminal liability of the corporate debtor, from the date the resolution plan has been approved by the Adjudicating Authority, so that the new management may make a clean break with the past and start on a clean slate. A moratorium provision, on the other hand, does not extinguish any liability, civil or criminal, but only casts a shadow on proceedings already initiated and on proceedings to be initiated, which shadow is lifted when the moratorium period comes to an end. Also, Section 32A(1) operates only after the moratorium comes to an end. At the heart of Section 32A is the IBC's goal of value maximisation and the need to obviate lower recoveries to creditors as a result of the corporate debtor continuing to be exposed to criminal liability. Unfortunately, the Section is inelegantly drafted. The second proviso to Section 32A(1) speaks of persons who are in any manner in charge of, or responsible to the corporate debtor for the conduct of its business or associated with the corporate debtor and who are, directly or indirectly, involved in the commission of "such offence", i.e., the offence referred to in sub-section (1), "as per the report submitted or complaint filed by the investigating authority ...". The report submitted here refers to a police report under Section 173 of the CrPC, and complaints filed by investigating authorities under special Acts, as opposed to private complaints. If the language of the second proviso is taken to interpret the language of Section 32A(1) in that the "offence

committed" under Section 32A(1) would not include offences based upon complaints under Section 2(d) of the CrPC, the width of the language would be cut down and the object of Section 32A(1) would not be achieved as all prosecutions emanating from private complaints would be excluded. Section 32A(1) cannot be read in this fashion and clearly incudes the liability of the corporate debtor for all offences committed prior to the commencement of the corporate insolvency resolution process. Doubtless, a Section 138 proceeding would be included, and would, after the moratorium period comes to an end with a resolution plan by a new management being approved by the Adjudicating Authority, cease to be an offence qua the corporate debtor. A section which has been introduced by an amendment into an Act with its focus on cesser of liability for offences committed by the corporate debtor prior to the commencement of the corporate insolvency resolution process cannot be so construed so as to limit, by a sidewind as it were, the moratorium provision contained in Section 14, with which it is not at all concerned. If the first proviso to Section 32A(1) is read in the manner suggested , it will impact Section 14 by taking out of its ken Section 138/141 proceedings, which is not the object of Section 32A(1) at all. Assuming, therefore, that there is a clash between Section 14 of the IBC and the first proviso of Section 32A(1), this clash is best resolved by applying the doctrine of harmonious construction so that the objects of both the provisions get subserved in the process, without damaging or limiting one provision at the expense of the other. If, therefore, the expression "prosecution" in the first proviso of Section 32A(1) refers to criminal proceedings properly so-called either through the medium of a First Information Report or complaint filed by an investigating authority or complaint and not to quasi-criminal proceedings that are instituted under Sections 138/141 of the Negotiable Instruments Act against the corporate debtor, the object of Section 14(1) of the IBC gets subserved, as does the object of Section 32A, which does away with criminal prosecutions in all cases against the corporate debtor, thus absolving the corporate debtor from the same after a new management comes in. [Paras 33, 34][262-H; 263-A-H; 264-A-D]

Manish Kumar v. Union of India, **2021 SCC OnLine SC 30;** *CIT v. Ishwarlal Bhagwandas,* **[1966] 1 SCR 190 – relied on.**

Report of the Insolvency Law Committee of February, 2020 – **referred to.**

5. Section 138 contains within it the ingredients of the offence made out. The deeming provision is important in that the legislature is cognizant of the fact that what is otherwise a civil liability is now also deemed to be an offence, since this liability is made punishable by law. The transaction spoken of is a commercial transaction between two parties which involves payment of money for a debt or liability. The explanation to Section 138 makes it clear that such debt or other liability means a legally enforceable debt or other liability. Thus, a debt or other liability barred by the law of limitation would be outside the scope of Section 138. This, coupled with fine that may extend to twice the amount of the cheque that is payable as compensation to the aggrieved party to cover both the amount of the cheque and the interest and costs thereupon, would show that it is really a hybrid provision to enforce payment under a bounced cheque if it is otherwise enforceable in civil law. Further, though the ingredients of the offence are contained in the first part of Section 138 when the cheque is returned by the bank unpaid for the reasons given in the Section, the proviso gives an opportunity to the drawer of the cheque, stating that the drawer must fail to make payment of the amount within 15 days of the receipt of a notice, again making it clear that the real object of the provision is not to penalise the wrongdoer for an offence that is already made out, but to compensate the victim. Likewise, under Section 139, a presumption is raised that the holder of a cheque received the cheque for the discharge, in whole or in part, of any debt or other liability. To rebut this presumption, facts must be adduced which, on a preponderance of probability (not beyond reasonable doubt as in the case of criminal offences), must then be proved. Section 140 is also important, in that it shall not be a defence in a prosecution for an offence under Section 138 that the drawer had no reason to believe when he issued the cheque that the cheque

may be dishonoured on presentment for the reasons stated in that Section, thus making it clear that strict liability will attach, mens rea being no ingredient of the offence. Section 141 then makes Directors and other persons statutorily liable, provided the ingredients of the section are met. Interestingly, for the purposes of this Section, explanation (a) defines "company" as meaning any body corporate and includes a firm or other association of individuals. It has already been seen how the language of Sections 96 and 101 would include a Section 138/141 proceeding against a firm so that the moratorium stated therein would apply to such proceedings. If the arguments were to be accepted, under the same Section, namely, Section 141, two different results would ensue – so far as bodies corporate, which include limited liability partnerships, are concerned, the moratorium provision contained in Section 14 of the IBC would not apply, but so far as a partnership firm is concerned, being covered by Sections 96 and 101 of the IBC, a Section 138/141 proceeding would be stopped in its tracks by virtue of the moratorium imposed by these Sections. Thus, under Section 141(1), whereas a Section 138 proceeding against a corporate body would continue after initiation of the corporate insolvency resolution process, yet, the same proceeding against a firm, being interdicted by Sections 96 and 101, would not so continue. Inelegant drafting alone cannot lead to such startling results, the object of Sections 14 and 96 and 101 being the same namely, to see that during the insolvency resolution process for corporate persons/individuals and firms, the corporate body/firm/individual should be given breathing space to recuperate for a successful resolution of its debts – in the case of a corporate debtor, through a new management coming in; and in the case of individuals and firms, through resolution plans which are accepted by a committee of creditors, by which the debtor is given breathing space in which to pay back his/its debts, which would result in creditors getting more than they would in a bankruptcy proceeding against an individual or a firm. A cursory reading of Section 142 will again make it clear that the procedure under the CrPC has been departed from. First and foremost, no court is to take cognizance of an offence punishable under Section 138 except on a complaint

made in writing by the payee or the holder in due course of the cheque – the victim. Further, the language of Section 142(1) (b) would again show the hybrid nature of these provisions inasmuch as a complaint must be made within one month of the date on which the "cause of action" under clause (c) of the proviso to Section 138 arises. The expression "cause of action" is a foreigner to criminal jurisprudence, and would apply only in civil cases to recover money. Chapter XIII of the CrPC, consisting of Sections 177 to 189, is a chapter dealing with the jurisdiction of the criminal courts in inquiries and trials. When the jurisdiction of a criminal court is spoken of by these Sections, the expression "cause of action" is conspicuous by its absence. By an Amendment Act of 2002, various other sections were added to this Chapter. Thus, under Section 143, it is lawful for a Magistrate to pass a sentence of imprisonment for a term not exceeding one year and a fine exceeding INR 5,000/- summarily. This provision is again an important pointer to the fact that the payment of compensation is at the heart of the provision in that a fine exceeding INR 5000/-, the sky being the limit, can be imposed by way of a summary trial which, after application of Section 357 of the CrPC, results in compensating the victim up to twice the amount of the bounced cheque. Under Section 144, the mode of service of summons is done as in civil cases, eschewing the mode contained in Sections 62 to 64 of the CrPC. Likewise, under Section 145, evidence is to be given by the complainant on affidavit, as it is given in civil proceedings, notwithstanding anything contained in the CrPC. Most importantly, by Section 147, offences under this Act are compoundable without any intervention of the court, as is required by Section 320(2) of the CrPC. By another amendment made in 2018, the hybrid nature of these provisions gets a further tilt towards a civil proceeding, by the power to direct interim compensation under Sections 143A and 148. A civil proceeding is not necessarily a proceeding which begins with the filing of a suit and culminates in execution of a decree. It would include a revenue proceeding as well as a writ petition filed under Article 226 of the Constitution, if the reliefs therein are to enforce rights of a civil nature. Interestingly, criminal proceedings are stated to be proceedings in which the

larger interest of the State is concerned. Given these tests, it is clear that a Section 138 proceeding can be said to be a "civil sheep" in a "criminal wolf's" clothing, as it is the interest of the victim that is sought to be protected, the larger interest of the State being subsumed in the victim alone moving a court in cheque bouncing cases. The gravamen of a proceeding under Section 138, though couched in language making the act complained of an offence, is really in order to get back through a summary proceeding, the amount contained in the dishonoured cheque together with interest and costs, expeditiously and cheaply. It is the victim alone who can file the complaint which ordinarily culminates in the payment of fine as compensation which may extend to twice the amount of the cheque which would include the amount of the cheque and the interest and costs thereupon. A quasi-criminal proceeding that is contained in Chapter XVII of the Negotiable Instruments Act would, given the object and context of Section 14 of the IBC, amount to a "proceeding" within the meaning of Section 14(1)(a), the moratorium therefore attaching to such proceeding. [Paras 36-38, 40-43 and 53] [265-D-H; 266-A-H; 267-A; 268-A-H; 272-E-G; 288-F-H]

Goaplast (P) Ltd. v. Chico Ursula D'Souza, **(2003) 3 SCC 232 : [2003] 2 SCR 712;** *Vinay Devanna Nayak v. Ryot Sewa Sahakari Bank Ltd.,* **(2008) 2 SCC 305 : [2007] 12 SCR 1134;** *Damodar S. Prabhu v. Sayed Babalal H.,* **(2010) 5 SCC 663 : [2010] 5 SCR 678;** *JIK Industries Ltd. v. Amarlal V. Jumani,* **(2012) 3 SCC 255 : [2012] 3 SCR 114;** *Kaushalya Devi Massand v. Roopkishore Khore,* **(2011) 4 SCC 593 : [2011] 3 SCR 879;** *R. Vijayan v. Baby,* **(2012) 1 SCC 260 : [2011] 14 SCR 712;** *Dashrath Rupsingh Rathod v. State of Maharashtra,* **(2014) 9 SCC 129 : [2014] 11 SCR 921;** *Lafarge Aggregates & Concrete India (P) Ltd. v. Sukarsh Azad,* **(2014) 13 SCC 779 : [2013] 11 SCR 74;** *Meters and Instruments (P) Ltd. v. Kanchan Mehta,* **(2018) 1 SCC 560 : [2017] 10 SCR 66**; *M. Abbas Haji v. T.N. Channakeshava,* **(2019) 9 SCC 606;** *H.N. Jagadeesh v. R. Rajeshwari,* **(2019) 16 SCC 730 – relied on.**

6. There are many instances of acts which are punishable by imprisonment or fine or both which have been described as quasi-criminal. Though there may not be any watertight distinction between civil and criminal contempt, yet, an analysis of the aforesaid authorities would make it clear that civil contempt is essentially an action which is moved by the party in whose interest an order was made with a view to enforce its personal right, where contumacious disregard for such order results in punishment of the offender in public interest, whereas a criminal contempt is, in essence, a proceeding which relates to the public interest in seeing that the administration of justice remains unpolluted. What is of importance is to note that even in cases of civil contempt, fine or imprisonment or both may be imposed. The mere fact that punishments that are awardable relate to Section 53 of the Indian Penal Code would not, therefore, render a civil contempt proceeding a criminal proceeding. There is a great deal of wisdom in the finding of the Sanyal Committee Report that the question whether a contempt is civil or criminal is not to be judged with reference to the penalty which may be inflicted but with reference to the cause for which the penalty has been inflicted. Clearly, therefore, given the hybrid nature of a civil contempt proceeding, described as "quasi-criminal" by several judgments of this Court, there is nothing wrong with the same appellation "quasi-criminal" being applied to a Section 138 proceeding. [Paras 63, 64] [302-A-E]

Abhilash Vinodkumar Jain v. Cox & Kings (India) Ltd., **(1995) 3 SCC 732 : [1995] 2 SCR 873;** *Niaz Mohd. v. State of Haryana,* **(1994) 6 SCC 332 : [1994] 3 Suppl. SCR 720;** *T.N. Godavarman Thirumulpad (102) v. Ashok Khot,* **(2006) 5 SCC 1 : [2006] 2 Suppl. SCR 215;** *Sahdeo v. State of U.P.,* **(2010) 3 SCC 705 : [2010] 2 SCR 1086;** *Maninderjit Singh Bitta v. Union of India,* **(2012) 1 SCC 273;** *Kanwar Singh Saini v. High Court of Delhi,* **(2012) 4 SCC 307 : [2011] 15 SCR 972;** *T.C. Gupta v. Bimal Kumar Dutta,* **(2014) 14 SCC 446 : [2013] 12 SCR 170 – relied on.**

Andre Paul Terence Ambard v. Attorney-General of Trinidad and Tobago, **AIR 1936 PC 141 – relied on.**

Sanyal Committee Report, 1963 - **referred to.**

A **7. Under Section 33, IBC, the expression "no suit or other legal proceeding" occurs both in the enacting part as well as the proviso. Going by the proviso first, given the object that the liquidator now has to act on behalf of the company after a winding-up order is passed, which includes filing of suits and other legal proceedings on behalf of the company, there is no reason as to why a Section 138/141 proceeding would be outside the ken of the proviso. On the contrary, as the liquidator alone now represents the company, it is obvious that whatever the company could do pre-liquidation is now vested in the liquidator, and in order to realise monies that are due to the company, there is no reason why the liquidator cannot institute a Section 138/141 proceeding against a defaulting debtor of the company. Obviously, this language needs to be construed in the widest possible form as there cannot be any residuary category of "other legal proceedings" which can be instituted against some person other than the liquidator or by the liquidator who now alone represents the company. Given the object of this provision also, what has been said earlier with regard to the non- application of the doctrines of *ejusdem generis* and *noscitur a sociis* would apply with all force to this provision as well. Several other provisions of the IBC may also be looked at in this context. In Section 25(2)(b) again, given the fact that it is the resolution professional alone who is now to preserve and protect the assets of the corporate debtor in this interregnum, the resolution professional therefore is to represent and act on behalf of the corporate debtor in all judicial, quasi-judicial, or arbitration proceedings, which would include criminal proceedings. Here again, the word "judicial" cannot be construed *noscitur a sociis* so as to cut down its plain meaning, as otherwise, quasi-judicial or arbitration proceedings, not being criminal proceedings, the word "judicial" would then take colour from them. This would stultify the object sought to be achieved by Section 25 and result in an absurdity, namely, that during this interregnum, nobody can represent or act on behalf of the corporate debtor in criminal proceedings. Likewise, if a corporate debtor cannot be taken over by a new management and has to be condemned to liquidation, the powers and duties of the liquidator, while representing the corporate debtor, are**

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enumerated in Section 35. Section 35(1)(k) specifically speaks of "prosecution" and "criminal proceedings". Contrasted with Section 25(2)(b) and Section 33(5), an argument could be made that the absence of the expressions "prosecution" and "criminal proceedings" in Section 25(2)(b) and Section 33(5) would show that they were designedly eschewed by the legislature. Inelegant drafting cannot lead to absurd results or results which stultify the object of a provision, given its otherwise wide language. Thus, nothing can be gained by juxtaposing various provisions against each other and arriving at conclusions that are plainly untenable in law. [Paras 65, 66][303-B-F; 304-A-D, F-G]

8. A Section 34 proceeding is certainly a proceeding against the corporate debtor which may result in an arbitral award against the corporate debtor being upheld, as a result of which, monies would then be payable by the corporate debtor. A Section 34 proceeding is a proceeding against the corporate debtor in a court of law pertaining to a challenge to an arbitral award and would be covered just as an appellate proceeding in a decree from a suit would be covered. [Para 74][311-F-G]

Power Grid Corporation of India Ltd. v. Jyoti Structures Ltd., **2017 SCC OnLine Del 12189 : (2018) 246 DLT 485 – held not correct law.**

9. As far as the Directors/persons in management or control of the corporate debtor are concerned, a Section 138/141 proceeding against them cannot be initiated or continued without the corporate debtor. This is because Section 141 of the Negotiable Instruments Act speaks of persons in charge of, and responsible to the company for the conduct of the business of the company, as well as the company. Since the corporate debtor would be covered by the moratorium provision contained in Section 14 of the IBC, by which continuation of Section 138/141 proceedings against the corporate debtor and initiation of Section 138/141 proceedings against the said debtor during the corporate insolvency resolution process are interdicted, what is stated in paragraphs 51 and 59 in *Aneeta Hada* would then become applicable. The legal impediment contained in Section 14 of the

IBC would make it impossible for such proceeding to continue or be instituted against the corporate debtor. Thus, for the period of moratorium, since no Section 138/141 proceeding can continue or be initiated against the corporate debtor because of a statutory bar, such proceedings can be initiated or continued against the persons mentioned in Section 141(1) and (2) of the Negotiable Instruments Act. This being the case, it is clear that the moratorium provision contained in Section 14 of the IBC would apply only to the corporate debtor, the natural persons mentioned in Section 141 continuing to be statutorily liable under Chapter XVII of the Negotiable Instruments Act. A Section 138/141 proceeding against a corporate debtor is covered by Section 14(1)(a) of the IBC. The civil appeal is allowed and the judgment under appeal is set aside. However, the Section 138/141 proceedings in this case will continue both against the company as well as the appellants for the reason given in paragraph 77 in the present judgment as well as the fact that the insolvency resolution process does not involve a new management taking over. The moratorium period has come to an end in this case. [Paras 77-79][315-B-C; 316-H; 317-A-F]

Aneeta Hada v. Godfather Travels & Tours (P) Ltd., **(2012) 5 SCC 661 : [2012] 5 SCR 503 – relied on.**

Tayal Cotton Pvt. Ltd. v. State of Maharashtra, **2018 SCC OnLine Bom 2069 : (2019) 1 Mah LJ 312;** *M/s MBL Infrastructure Ltd. v. Manik Chand Somani,* **CRR 3456/2018 – disapproved.**

BSI Ltd. v. Gift Holdings (P) Ltd., **(2000) 2 SCC 737 : [2000] 1 SCR 815;** *Kusum Ingots & Alloys Ltd. v. Pennar Peterson Securities Ltd.,* **(2000) 2 SCC 745 : [2000] 1 SCR 1120;** *S.V. Kandeakar v. V.M. Deshpande,* **(1972) 1 SCC 438 : [1972] 2 SCR 965;** *D.K. Kapur v. Reserve Bank of India,* **2001 SCC OnLine Del 67 : (2001) 58 DRJ 424 (DB);** *Indorama Synthetics (I) Ltd. v. State of Maharashtra,* **2016 SCC OnLine Bom 2611 : (2016) 4 Mah LJ 249;** *Sudarshan Chits (I) Ltd. v. O. Sukumaran Pillai,* **(1984) 4 SCC 657 : [1985] 1 SCR**

511; *Central Bank of India v. Elmot Engineering Co.,* **(1994) 4 SCC 159 : [1994] 3 SCR 766;** *Inderjit C. Parekh v. V.K. Bhatt,* **(1974) 4 SCC 313 : [1974] 3 SCR 50;** *Deputy Director, Directorate of Enforcement Delhi v. Axis Bank,* **2019 SCC OnLine Del 7854 : (2019) 259 DLT 500 – distinguished.**

Rajneesh Aggarwal v. Amit J. Bhalla, **(2001) 1 SCC 631 : [2001] 1 SCR 54;** *Makwana Mangaldas Tulsidas v. State of Gujarat,* **(2020) 4 SCC 695 – referred to.**

Case Law Reference

[2012] 5 SCR 503	**relied on**	**para 8**
[2018] 10 SCR 974	**distinguished**	**para 13**
[1967] 1 SCR 454	**referred to**	**para 15**
[1964] 8 SCR 50	**referred to**	**para 16**
[1967] 3 SCR 377	**referred to**	**para 17**
[2001] 3 Suppl. SCR 627	**referred to**	**para 18**
[2005] 1 SCR 732	**referred to**	**para 19**
[2015] 10 SCR 816	**referred to**	**para 20**
[2019] 10 SCR 381	**referred to**	**paras 21**
[2019] 3 SCR 535	**relied on**	**Para 22**
[2017] 13 SCR 751	**referred to**	**para 27**
[2019] 2 SCR 239	**referred to**	**para 27**
[1966] 1 SCR 190	**relied on**	**para 43**
[2003] 2 SCR 712	**relied on**	**para 44**
[2007] 12 SCR 1134	**relied on**	**para 45**
[2010] 5 SCR 678	**relied on**	**para 46**
[2012] 3 SCR 114	**relied on**	**para 46**
[2011] 3 SCR 879	**relied on**	**para 47**
[2011] 14 SCR 712	**relied on**	**para 48**
[2014] 11 SCR 921	**relied on**	**para 49**

A	**[2013] 11 SCR 74**	**relied on**	**para 50**
	[2001] 1 SCR 54	**referred to**	**para 50.6**
	[2017] 10 SCR 66	**relied on**	**para 51**
	(2019) 9 SCC 606	**relied on**	**para 52**
B	**(2019) 16 SCC 730**	**relied on**	**para 52**
	(2020) 4 SCC 695	**referred to**	**para 18.5**
	[1995] 2 SCR 873	**relied on**	**para 54**
	[1994] 3 Suppl. SCR 720	**relied on**	**para 60**
C	**[2006] 2 Suppl. SCR 215**	**relied on**	**para 60**
	[2010] 2 SCR 1086	**relied on**	**para 62**
	(2012) 1 SCC 273	**relied on**	**para 62**
	[2011] 15 SCR 972	**relied on**	**para 62**
D	**[2013] 12 SCR 170**	**relied on**	**para 62**
	[2000] 1 SCR 815	**distinguished**	**para 67**
	[2000] 1 SCR 1120	**distinguished**	**para 68**
	[1972] 2 SCR 965	**distinguished**	**para 70**
E	**[1985] 1 SCR 511**	**distinguished**	**para 70**
	[1994] 3 SCR 766	**distinguished**	**para 70**
	[1974] 3 SCR 50	**distinguished**	**para 75**

F CIVIL APPELLATE JURISDICTION: Civil Appeal No. 10355 of 2018.

From the Judgment and Order dated 31.07.2018 of the National Company Law Appellate Tribunal, New Delhi in Company Appeal (AT) (Insolvency) No. 306 of 2018.

G With

Criminal Appeal Nos. 239, 240, 241, 242, 243, 244, 245, 246, 247-48, 200, 199 of 2021, Writ Petition (Criminal) Nos. 330, 339, 982, 297, 342 of 2020, Criminal Appeal Nos. 201-204, 215-230 of 2021, Writ Petition (Civil) Nos. 1417, 1439 of 2020, Writ Petition (Civil) No. 18 of 2021, writ
H Petition (Criminal) Nos. 9, 26 of 2021.

Aman Lekhi, ASG, Jayanth Muth Raj, S. Nagamuthu, Gopal Sankaranarayanan, Salman Khurshid, Brijender Chahar, Ms. Sonia Mathur, Gurinder Singh Gill, Siddhartha Dave, Jay Savla, Sr. Advs., Mrs. Malavika Jayanth, C.K.Sasi, M.P. Parthiban, A.S. Vairawan, Mani Prabu, Santhosh, R. Sudhakaran, Rajat Bhardwaj, Mohd. Ainul Ansari, Kripa Shankar Prasad, Sunil Khatwani, Ms. Ekta Rani, Ms. Ritu Rajkumari, Shreyas Mehrotra, Rahul Gupta, Aman Preet Singh Rahi, A. Venayagam Balan, K. Krishna Kumar, Navjinder Sidhu, Amarjeet Singh, Vivek Jain, Ms. Suchitra Khumbhat, Nirvikar Singh, Nitin Sharma, Vaibhav Manu Srivastava, Mahesh Srivastava, Bhanu Pant, Apoorv Agarwal, Ms. Riya Thomas, Ms. Aadya Mishra, Vikas Chaudhary, Mrs. Somna Dhown, Anurag Kishore, Aman Vachher, Dhiraj, Ashutosh Dubey, Abhishek Chauhan, Arun Nagar for M/s. Vachher And Agrud, Arvind Kumar Gupta, Ms. Henna George, Ms. Shivani, Ravindra Sadanand Chingale, Ms. Purti Gupta, Ms. Twisha Issar, Kartik Seth, Ms. Shriya Gilhotra for M/s. Chambers Of Kartik Seth, Ms. Swati Bhushan Sharma, Ms. Nandini Gupta, Krishna Kumar, Dr. (Mrs.) Vipin Gupta, Amarjeet Singh, M/S. Chambers Of Kartik Seth, M/S. Vachher And Agrud, Mr. Jayant Mehta, Ms. Pritha Srikumar Iyer, Sulabh Rewari, Ms. Arunima Kedia, Ms. Neha Mathen, Ms. Smriti Verma, Rishabh Sancheti, Prabu Ramasubramanian, Raghunatha Sethupathy, Karuppiah Meyyappan, Nishtha Girotra, K. Paari Vendhan, Aravindh S., Ms. Chamundi Bose, Prabhakar V., Aditya Singh, Pankaj Yadav, Akshat Goel, Shubham Singh, Anubhav Singh, Karan Chahar, Ms. Jyoti Chahar, Shashi Bhushan, Vinay Garg, Ms. Anisha Upadhyay, Sudhansu Palo, Sanjeev Singh, Prashant Tripathi, Ms. Sampanna Pani, Ms. Kajal Bhatia, Abhinav Agrawal, Sanjay S. Chhabra, Vijay Laxmi Mewara, Ms. Swati Tiwari, B. V. Balaram Das, Ms. Swarupama Chaturvedi, Ms. Praveena Gautam, Arvind Sharma, Arvind Kumar Sharma, Nishanth Patil, Ms. Jaspreet Gogia, Karanvir Gogia, Ms. Shivangi Singhal, Gagan Gupta, Harmeet Singh Oberoi, Sumit Teterrwal, Shankar Divate, Varun Bedi, Rameshwar Prasad Goyal, Ms. Suruchii Aggarwal, Ms. Shagun Matta, Deepak Bashta, Sanjiv Kakra, Bheem Sain Jain, Nagarkatti Kartik Uday, Narender Kumar Verma, Ved Prakash, Rajiv Ranjan Dwivedi, Vinod Kumar, Vivek Bhojrajika, Chirag M. Shroff, Ms. Abhilasha Bharti, Sushant Dogra, Ms. Mukti Chaudhry, Ms. Deepanwita Priyanka, Aniruddha P. Mayee, Vikas Mehta, Saurobroto Dutta, Ms. Debolina Roy, Apoorv Khator, Sonal Jain, Rishabh Raj Jain, Ishkaran Singh, Manoj Kumar Mishra, Sarvesh Singh Baghel, Ms. Shivranjani Ralawata, Ms. Namita Choudhary, Ms. Aashna Gill,

A Pratap Singh Gill, Ms. Bhupinder, Ms. Vandana Hooda, P.P. Nayak, Kuldeep Singh Kuchaliya, Ajay Pal, Pravin Kapur, Dhananjay Garg, Abhishek Garg, D.K. Garg, Chanakya Gupta, Jagdish Sethi, Ms. Monisha Handa, Ms. Soumya Gupta, Mohit D. Ram, Ms. Renuka Sahu, Prabhat Chaurasia, Hemant Gupta, Aman Rastogi, Sanjay Rastogi, Abhishek Agarwal, Raveesh Thukral, Aditya Vashishth, Siddharth Sangal, Ms. Pritha Srikumar, Gagan Gupta, Dinesh Kumar Garg, Ms. Suruchii Aggarwal, Sarvesh Singh Baghel, Ajay Pal, Rajiv Ranjan Dwivedi, Advs. for the appearing parties.

The Judgment of the Court was delivered by

C **R. F. NARIMAN, J.**

1. Steel products were supplied by the respondent to one M/s. Diamond Engineering Pvt. Ltd. ["**the company**"] from 21.09.2015 to 11.11.2016, as a result of which INR 24,20,91,054/- was due and payable by the company. As many as 51 cheques were issued by the company in favour of the respondent towards amounts payable for supplies, all of which were returned dishonoured for the reason "funds insufficient" on 03.03.2017. As a result, on 31.03.2017, the respondent issued a statutory demand notice under Section 138 read with Section 141 of the Negotiable Instruments Act, 1881, calling upon the company and its three Directors, the appellants no.1-3 herein, to pay this amount within 15 days of the receipt of the notice.

2. On 28.04.2017, two cheques for a total amount of INR 80,70,133/- presented by the respondent for encashment were returned dishonoured for the reason "funds insufficient". A second demand notice dated 05.05.2017 was therefore issued under the selfsame Sections by the respondent, calling upon the company and the appellants to pay this amount within 15 days of the receipt of the notice.

3. Since no payment was forthcoming pursuant to the two statutory demand notices, two criminal complaints, being Criminal Complaint No.SS/552/2017 and Criminal Complaint No. SS/690/2017 dated 17.05.2017 and 21.06.2017, respectively, were filed by the respondent against the company and the appellants under Section 138 read with Section 141 of the Negotiable Instruments Act before the Additional Chief Metropolitan Magistrate ["**ACMM**"], Kurla, Mumbai. On 12.02.2018, summons were issued by the ACMM to the company and the appellants in both the criminal complaints.

4. Meanwhile, as a statutory notice under Section 8 of the Insolvency and Bankruptcy Code, 2016 ["**IBC**"] had been issued on 21.03.2017 by the respondent to the company, and as an order dated 06.06.2017 was passed by the Adjudicating Authority admitting the application under Section 9 of the IBC and directing commencement of the corporate insolvency resolution process with respect to the company, a moratorium in terms of Section 14 of the IBC was ordered. Pursuant thereto, on 24.05.2018, the Adjudicating Authority stayed further proceedings in the two criminal complaints pending before the ACMM. In an appeal filed to the National Company Law Appellate Tribunal ["**NCLAT**"], the NCLAT set aside this order, holding that Section 138, being a criminal law provision, cannot be held to be a "proceeding" within the meaning of Section 14 of the IBC. In an appeal filed before this Court, on 26.10.2018, this Court ordered a stay of further proceedings in the two complaints pending before the learned ACMM. On 30.09.2019, since a resolution plan submitted by the promoters of the company had been approved by the committee of creditors, the Adjudicating Authority approved such plan as a result of which, the moratorium order dated 06.06.2017 ceased to have effect. It may only be added that at present, an application for withdrawal of approval of this resolution plan has been filed by the financial creditors of the company before the Adjudicating Authority. Equally, an application to extend time for implementation of this plan has been filed by the resolution applicant sometime in October 2020 before the Adjudicating Authority. Both these applications have yet to be decided by the Adjudicating Authority, the next date of hearing before such Authority being 08.02.2021.

5. The important question that arises in this appeal is whether the institution or continuation of a proceeding under Section 138/141 of the Negotiable Instruments Act can be said to be covered by the moratorium provision, namely, Section 14 of the IBC.

6. Shri Jayanth Muth Raj, learned Senior Advocate appearing on behalf of the appellants, has painstakingly taken us through various provisions of the IBC and has argued that the object of Section 14 being that the assets of the corporate debtor be preserved during the corporate insolvency resolution process, it would be most incongruous to hold that a Section 138 proceeding, which, although a criminal proceeding, is in essence to recover the amount of the bounced cheque, be kept out of the word "proceedings" contained in Section 14(1)(a) of the IBC.

A According to the learned Senior Advocate, given the object of Section 14, there is no reason to curtail the meaning of the expression "proceedings", which would therefore include all proceedings against the corporate debtor, civil or criminal, which would result in "execution" of any judgment for payment of compensation. He emphasised the fact that Section 14(1)(a) was extremely wide and ought not to be cut down by judicial interpretation given the expression "any" occurring twice in Section 14(1)(a), thus emphasising that so long as there is a judgment by any court of law (which even extends to an order by an authority) which results in coercive steps being taken against the assets of the corporate debtor, all such proceedings are necessarily subsumed within the meaning of Section 14(1)(a). He also referred to the width of Section 14(1)(b) and the language of Section 14(1)(b) and therefore argued that given the object of Section 14, no rule of construction, be it *ejusdem generis* or *noscitur a sociis* can be used to cut down the plain meaning of the words used in Section 14(1)(a). He cited a number of judgments in support of this proposition. He also argued that in any event, even if criminal proceedings properly so-called are to be excluded from Section 14(1)(a), a Section 138 proceeding being quasi-criminal in nature, whose dominant object is compensation being payable to the person in whose favour a cheque is made, which has bounced, the punitive aspect of Section 138 being only to act as an *interrorem* proceeding to achieve this result, it is clear that in any event, a hybrid proceeding partaking of this nature would certainly be covered. He cited a number of judgments in order to buttress this proposition as well.

7. Shri Jayant Mehta, learned Advocate appearing on behalf of the respondent, rebutted each of these submissions with erudition and grace. He referred to the Report of the Insolvency Law Committee of February 2020 to drive home his point that the object of Section 14 being a limited one, a criminal proceeding could not possibly be included within it. He further went on to juxtapose the moratorium provisions which would apply in the case of individuals and firms in Sections 85, 96, and 101 of the IBC, emphasising that the language of these provisions being wider would, by way of contrast, include a Section 138 proceeding so far as individuals and firms are concerned, which has been expressly eschewed so far as Section 14's applicability to corporate debtors is concerned. He relied upon the *ejusdem generis/noscitur a sociis* rules of construction that had, in fact, been applied to Section 14(1)(a) by the Bombay High Court and the Calcutta High Court to press home his

point that since the expression "proceedings" takes its colour from the previous expression "suits", such proceedings must necessarily be civil in nature. He cited judgments which distinguish between civil and criminal proceedings and went on to argue that Section 138 of the Negotiable Instruments Act is a criminal proceeding whose object may be two fold, the primary object being to make what was once a civil wrong punishable by a jail sentence and/or fine. He relied heavily upon judgments which construed like expressions contained in Section 22(1) of the Sick Industrial Companies Act, 1985 ["**SICA**"], and Section 446(2) of the Companies Act, 1956. He also was at pains to point out from several judgments that the Delhi High Court had not applied Section 14 of the IBC to stay proceedings under Section 34 of the Arbitration and Conciliation Act, 1996; the Bombay High Court had not applied Section 14 of the IBC to stay prosecution under the Employees' Provident Funds Act, 1952; and that the Delhi High Court had not stayed proceedings covered by the Prevention of Money-Laundering Act, 2002, stating that criminal proceedings were not the subject matter of Section 14 of the IBC. He thus supported the judgment under appeal, stating that the consistent view of the High Courts has been that Section 138, being a criminal law provision, could not possibly be said to be covered by Section 14 of the IBC. He also relied upon the provision contained in Section 33(5) of the IBC to argue that when a liquidation order is passed, no suit or other legal proceeding can be instituted by or against a corporate debtor, similar to what is contained in Section 446 of the Companies Act, 1956, and if those decisions are seen, then the expression "or other legal proceeding" obviously cannot include criminal proceedings. On the other hand, in any case, the expression "or other legal proceeding" should be contrasted with the word "proceedings" in Section 14(1)(a) of the IBC, which cannot possibly include a criminal proceeding, given its object. Lastly, he also relied upon Section 32A of the IBC, which was introduced by the Insolvency and Bankruptcy Code (Amendment) Act, 2020 w.e.f. 28.12.2019, and emphasised the fact that the liability of a corporate debtor for an offence committed prior to the commencement of the corporate insolvency resolution process shall cease in certain circumstances. This provision would have been wholly unnecessary if Section 14(1)(a) were to cover criminal offences as well, as they would cease for the period of moratorium. Thus, he argued that this Section throws considerable light on the fact that criminal prosecutions are outside the ken of the expression "proceedings" contained in Section 14(1)(a) of the IBC.

A 8. Shri Aman Lekhi, learned Additional Solicitor General, appearing on behalf of the Union of India in W.P. (Crl.) No. 297/2020, has comprehensively taken us through Chapter XVII of the Negotiable Instruments Act to argue that a plain reading of the said Chapter would reveal that the offence under Section 138 is a purely criminal offence which results in imposition of a jail sentence or fine or both, being B punishments exclusively awardable under Section 53 of the Indian Penal Code, 1860 only in a criminal proceeding, and hence, does not fall within "proceedings" contemplated by Section 14 of the IBC. He further states that since compounding under criminal law can only take place at the instance of the complainant/injured party, a subordinate criminal court C has no inherent power to terminate proceedings under Section 138/141 upon "payment of compensation to the satisfaction of the court". He then relied upon the rule of *noscitur a sociis* to state that since the expression "proceedings" contained in Section 14(1)(a) of the IBC is preceded by the expression "suits" and followed by the expression "execution", it has to be read in a sense analogous to civil proceedings D dealing with private rights of action as contrasted with criminal proceedings which deal with public wrongs. According to the learned Additional Solicitor General, the intent manifest in Section 14 of the IBC is reinforced by the introduction of Section 32A to the IBC in that if the intent of Section 14 were to prohibit initiation or continuation of criminal E proceedings, the legislature would not have contemplated the introduction of Section 32A by way of amendment. He further states that if the expression "proceedings" contained in Section 14 were to be construed so as to include criminal proceedings, it would render the first proviso to Section 32, which deals with institution of prosecution against a corporate debtor during the corporate insolvency resolution process, and the second F proviso, which indicates pendency of criminal prosecution against those in charge of and responsible for the conduct of the corporate debtor, otiose. He relied on the judgment in **Aneeta Hada v. Godfather Travels & Tours (P) Ltd.**, (2012) 5 SCC 661 ["**Aneeta Hada**"] to buttress his submission that criminal liability can fall on Directors/persons in charge G of and responsible for the conduct of the corporate debtor even where the corporate debtor may not be proceeded against by virtue of Section 14 or Section 32A. He lastly submits that Sections 81 and 101 of the IBC, in speaking of a moratorium in context of "any debt" also lend support to his contention that moratorium under the IBC only applies to civil proceedings within the realm of private law, and that since Section H

138 proceedings are not proceedings for the recovery of a debt, they cannot fall within the moratorium provisions set out by Sections 14 or 81 or 101.

INTERPRETATION OF SECTION 14 OF THE IBC

9. Having heard learned counsel, it is important at this stage to set out Section 14 of the IBC, which reads as follows:

"**14. Moratorium.—**(1) Subject to provisions of sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall by order declare moratorium for prohibiting all of the following, namely—

(*a*) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

(*b*) transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(*c*) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

(*d*) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

Explanation.—For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a license, permit, registration, quota, concession, clearances or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or

A continuation of the license, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period.

(2) The supply of essential goods or services to the corporate debtor as may be specified shall not be terminated or suspended or interrupted during moratorium period.

B (2-A) Where the interim resolution professional or resolution professional, as the case may be, considers the supply of goods or services critical to protect and preserve the value of the corporate debtor and manage the operations of such corporate debtor as a going concern, then the supply of such goods or services shall not C be terminated, suspended or interrupted during the period of moratorium, except where such corporate debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified.

(3) The provisions of sub-section (1) shall not apply to—

D (*a*) such transactions, agreements or other arrangements as may be notified by the Central Government in consultation with any financial sector regulator or any other authority;

(*b*) a surety in a contract of guarantee to a corporate E debtor.

(4) The order of moratorium shall have effect from the date of such order till the completion of the corporate insolvency resolution process:

F Provided that where at any time during the corporate insolvency resolution process period, if the Adjudicating Authority approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of corporate debtor under Section 33, the moratorium shall cease to have effect from the date of such approval or liquidation order, as the case may be."

G 10. A cursory look at Section 14(1) makes it clear that subject to the exceptions contained in sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall mandatorily, by order, declare a moratorium to prohibit what follows in clauses (a) to (d). Importantly, under sub-section (4), this order of moratorium does H not continue indefinitely, but has effect only from the date of the order

declaring moratorium till the completion of the corporate insolvency resolution process which is time bound, either culminating in the order of the Adjudicating Authority approving a resolution plan or in liquidation.

11. The two exceptions to Section 14(1) are contained in sub-sections (2) and (3) of Section 14. Under sub-section (2), the supply of essential goods or services to the corporate debtor during this period cannot be terminated or suspended or even interrupted, as otherwise the corporate debtor would be brought to its knees and would not able to function as a going concern during this period. The exception created in sub-section (3)(a) is important as it refers to "transactions" as may be notified by the Central Government in consultation with experts in finance. The expression "financial sector regulator" is defined by Section 3(18) as follows:

> "**3. Definitions.—**In this Code, unless the context otherwise requires,—
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> xxx xxx xxx
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> (18) "financial sector regulator" means an authority or body constituted under any law for the time being in force to regulate services or transactions of financial sector and includes the Reserve Bank of India, the Securities and Exchange Board of India, the Insurance Regulatory and Development Authority of India, the Pension Fund Regulatory Authority and such other regulatory authorities as may be notified by the Central Government;
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> xxx xxx xxx"

12. Thus, the Central Government, in consultation with experts, may state that the moratorium provision will not apply to such transactions as may be notified. This is of some importance as Section 14(1)(a) does not indicate as to what the proceedings contained therein apply to. Sub-section 3(a) provides the answer – that such "proceedings" relate to "transactions" entered into by the corporate debtor pre imposition of the moratorium. Section 3(33) defines "transaction" as follows:

> "**3. Definitions.—**In this Code, unless the context otherwise requires,—
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A (33) "transaction" includes an agreement or arrangement in writing for the transfer of assets, or funds, goods or services, from or to the corporate debtor;

xxx xxx xxx"

B 13. This definition being an inclusive one is extremely wide in nature and would include a transaction evidencing a debt or liability. This is made clear by Section 96(3) and Section 101(3) which contain the same language as Section 14(3)(a), these Sections speaking of 'debts' of the individual or firm. Equally important is Section 14(3)(b), by which a surety in a contract of guarantee of a debt owed by a corporate debtor C cannot avail of the benefit of a moratorium as a result of which a creditor can enforce a guarantee, though not being able to enforce the principal debt during the period of moratorium – *see* **State Bank of India v. V. Ramakrishnan**, (2018) 17 SCC 394(at paragraph 20) ["**V. Ramakrishnan**"].

D 14. We now come to the language of Section 14(1)(a). It will be noticed that the expression "or" occurs twice in the first part of Section 14(1)(a) – *first*, between the expressions "institution of suits" and "continuation of pending suits" and *second*, between the expressions "continuation of pending suits" and "proceedings against the corporate E debtor…". The sweep of the provision is very wide indeed as it includes institution, continuation, judgment and execution of suits and proceedings. It is important to note that an award of an arbitration panel or an order of an authority is also included. This being the case, it would be incongruous to hold that the expression "the institution of F suits or continuation of pending suits" must be read disjunctively as otherwise, the institution of arbitral proceedings and proceedings before authorities cannot be subsumed within the expression institution of "suits" which are proceedings in civil courts instituted by a plaint (*see* Section 26 of the Code of Civil Procedure, 1908). Therefore, it is clear that the expression "institution of suits or continuation of pending suits" G is to be read as one category, and the disjunctive "or" before the word "proceedings" would make it clear that proceedings against the corporate debtor would be a separate category. What throws light on the width of the expression "proceedings" is the expression "any judgment, decree or order" and "any court of law, tribunal, arbitration H panel or other authority". Since criminal proceedings under the Code of

Criminal Procedure, 1973 ["**CrPC**"] are conducted before the courts mentioned in Section 6, CrPC, it is clear that a Section 138 proceeding being conducted before a Magistrate would certainly be a proceeding in a court of law in respect of a transaction which relates to a debt owed by the corporate debtor. Let us now see as to whether the expression "proceedings" can be cut down to mean civil proceedings *stricto sensu* by the use of rules of interpretation such as *ejusdem generis* and *noscitur a sociis*.

APPLICATION OF THE *NOSCITUR A SOCIIS* RULE OF INTERPRETATION

15. Shri Aman Lekhi, learned Additional Solicitor General, relied upon the judgment in **State of Assam v. Ranga Mahammad**, (1967) 1 SCR 454.The Court was concerned with the meaning of the expression "posting" which occurs in Article 233 of the Constitution, qua District Judges in a State. Applying the doctrine of *noscitur a sociis,* this Court held that given the fact that the expression "posting" comes in between "appointment" and "promotion" of District Judges, it is clear that a narrower meaning has to be assigned to it, namely, that of assigning someone to a post which would not include "transfer". Quite apart from the positioning of the word "posting" in between "appointment" and "promotion", from which it took its colour, even otherwise, Articles 234 and 235 of the Constitution would make it clear that since "transfer" of District Judges is with the High Court and not with the State Government, quite obviously, the expression "posting" could not be used in its wider sense – *see* pages 460 and 461. This judgment is an early application of the rule of *noscitur a sociis*, given the position of a wider word between two narrow words, and more importantly, the reading of other allied provisions in the Constitution.

16. In **Jagdish Chander Gupta v. Kajaria Traders (India) Ltd.**, (1964) 8 SCR 50, a five-Judge Bench of this Court had to decide as to whether the expression "or other proceeding" occurring in Section 69(3) of the Indian Partnership Act, 1932 would include a proceeding to appoint an arbitrator under Section 8(2) of the Arbitration Act, 1940. This Court held:

> "It remains, however, to consider whether by reason of the fact that the words "other proceeding" stand opposed to the words "a claim of set-off" any limitation in their meaning was

A contemplated. It is on this aspect of the case that the learned Judges have seriously differed. When in a statute particular classes are mentioned by name and then are followed by general words, the general words are sometimes construed ejusdem generis i.e. limited to the same category or genus comprehended by the particular words but it is not necessary that this rule must always apply. The nature of the special words and the general words must be considered before the rule is applied. In *Allen* v. *Emersons* [(1944) IKB 362] Asquith, J., gave interesting examples of particular words followed by general words where the principle of ejusdem generis might or might not apply. We think that the following illustration will clear any difficulty. In the expression "books, pamphlets, newspapers and other documents" private letters may not be held included if "other documents" be interpreted ejusdem generis with what goes before. But in a provision which reads "newspapers or other document likely to convey secrets to the enemy", the words "other document" would include document of any kind and would not take their colour from "newspapers". It follows, therefore, that interpretation ejusdem generis or noscitur a sociis need not always be made when words showing particular classes are followed by general words. Before the general words can be so interpreted there must be a genus constituted or a category disclosed with reference to which the general words can and are intended to be restricted. Here the expression "claim of set-off" does not disclose a category or a genus. Set-offs are of two kinds — legal and equitable — and both are already comprehended and it is difficult to think of any right "arising from a contract" which is of the same nature as a claim of set-off and can be raised by a defendant in a suit. Mr B.C. Misra, whom we invited to give us examples, admitted frankly that it was impossible for him to think of any proceeding of the nature of a claim of set-off other than a claim of set-off which could be raised in a suit such as is described in the second sub-section. In respect of the first sub-section he could give only two examples. They are (*i*) a claim by a pledger of goods-with an unregistered firm whose good are attached and who has to make an objection under Order 21 Rule 58 of the Code of Civil Procedure and (*ii*) proving a debt before a liquidator. The latter is not raised as a defence and cannot belong to the same genus as a "claim of set-off". The former can

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be made to fit but by a stretch of some considerable imagination. It is difficult for us to accept that the legislature was thinking of such far-fetched things when it spoke of "other proceeding" ejusdem generis with a claim of set-off."

(at pages 56-57)

"In our judgment, the words "other proceeding" in sub-section (3) must receive their full meaning untrammelled by the words "a claim of set-off". The latter words neither intend nor can be construed to cut down the generality of the words "other proceeding". The sub-section provides for the application of the provisions of sub-sections (1) and (2) to claims of set-off and also to other proceedings of any kind which can properly be said to be for enforcement of any right arising from contract except those expressly mentioned as exceptions in sub-section (3) and sub-section (4)."

(at page 60)

17. Likewise, in **Rajasthan State Electricity Board v. Mohan Lal**, (1967) 3 SCR 377, this Court had to decide whether the expression "other authorities" in Article 12 of the Constitution of India took its colour from the preceding expressions used in the said Article, making such authorities only those authorities who exercised governmental power. This was emphatically turned down by a Constitution Bench of this Court, stating:

"In our opinion, the High Courts fell into an error in applying the principle of ejusdem generis when interpreting the expression "other authorities" in Article 12 of the Constitution, as they overlooked the basic principle of interpretation that, to invoke the application of ejusdem generis rule, there must be a distinct genus or category running through the bodies already named. Craies on, Statute Law summarises the principle as follows:

"The ejusdem generis rule is one to be applied with caution and not pushed too far…. To invoke the application of the ejusdem generis rule there must be a distinct genus or category. The specific words must apply not to different objects of a widely differing character but to something which can be called a class or kind of objects. Where this is lacking, the rule cannot

A apply, but the mention of a single species does not constitute a genus [*Craies on Statute Law*, 6th Edn, p 181]."

Maxwell in his book on '*Interpretation of Statutes*' explained the principle by saying: "But the general word which follows particular and specific words of the same nature as itself B takes its meaning from them, and is presumed to be restricted to the same genus as those words …. Unless there is a genus or category, there is no room for the application of the ejusdem generis doctrine [*Maxwell on Interpretation of Statutes*, 11th Edn pp. 326, 327]". In *United Towns Electric Co., Ltd.* v. *Attorney-General for Newfoundland* [(1939) I AER 423] , the C Privy Council held that, in their opinion, there is no room for the application of the principle of ejusdem generis in the absence of any mention of a genus, since the mention of a single species — for example, water rates — does not constitute a genus. In Article 12 of the Constitution, the bodies specifically named are the D Executive Governments of the Union and the States, the Legislatures of the Union and the States, and local authorities. We are unable to find any common genus running through these named bodies, nor can these bodies be placed in one single category on any rational basis. The doctrine of ejusdem generis could not, therefore, be, applied to the interpretation of the E expression "other authorities" in this article.

The meaning of the word "authority" given in *Webster's Third New International Dictionary*, which can be applicable, is a public administrative agency or corporation having quasi-governmental powers and authorised to administer a revenue-F producing public enterprise. This dictionary meaning of the word "authority" is clearly wide enough to include all bodies created by a statute on which powers are conferred to carry out governmental or quasi-governmental functions. The expression "other authorities" is wide enough to include within it every authority G created by a statute and functioning within the territory of India, or under the control of the Government of India; and we do not see any reason to narrow down this meaning in the context in which the words "other authorities" are used in Article 12 of the Constitution."

H (at pages 384-385)

18. In **CBI v. Braj Bhushan Prasad**, (2001) 9 SCC 432, this Court was asked to construe Section 89 of the Bihar Reorganisation Act with reference to *noscitur a sociis*. In turning this down, this Court held:

> "**26.** We pointed out the above different shades of meanings in order to determine as to which among them has to be chosen for interpreting the said word falling in Section 89 of the Act. The doctrine of *noscitur a sociis* (meaning of a word should be known from its accompanying or associating words) has much relevance in understanding the import of words in a statutory provision. The said doctrine has been resorted to with advantage by this Court in a number of cases vide *Bangalore Water Supply & Sewerage Board* v. *A. Rajappa* [(1978) 2 SCC 213 : 1978 SCC (L&S) 215], *Rohit Pulp and Paper Mills Ltd.* v. *CCE* [(1990) 3 SCC 447], *Oswal Agro Mills Ltd.* v. *CCE* [1993 Supp (3) SCC 716], *K. Bhagirathi G. Shenoy* v. *K.P. Ballakuraya* [(1999) 4 SCC 135] and *Lokmat Newspapers (P) Ltd.* v. *Shankarprasad* [(1999) 6 SCC 275 : 1999 SCC (L&S) 1090].
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> **27.** If so, we have to gauge the implication of the words "proceeding relating exclusively to the territory" from the surrounding context. Section 89 of the Act says that proceeding pending prior to the appointed day before "a court (other than the High Court), tribunal, authority or officer" shall stand transferred to the "corresponding court, tribunal, authority or officer" of Jharkhand State. A very useful index is provided in the Section by defining the words "corresponding court, tribunal, authority or officer in the State of Jharkhand" as this: [Section 89(3)(*b*)(*i*)]
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> > "The court, tribunal, authority or officer in which, or before whom, the proceeding would have laid if it had been instituted after the appointed day;"
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> **28.** Look at the words "would have laid if it had been instituted after the appointed day". In considering the question as to where the proceeding relating to the 36 cases involved in these appeals would have laid, had they been instituted after the appointed day, we have absolutely no doubt that the meaning of the word "exclusively" should be understood as "substantially all or for the greater part or principally".

A **29.** We cannot overlook the main object of Section 89 of the Act. It must not be forgotten that transfer of criminal cases is not the only subject covered by the Section. The provision seeks to allocate the files or records relating to all proceedings, after the bifurcation if they were to be instituted after the appointed day. Any interpretation should be one which achieves that object and not B that which might create confusion or perplexity or even bewilderment to the officers of the respective States. In other words, the interpretation should be made with pragmatism, not pedantically or in a stilted manner. For the purpose of criminal cases, we should bear in mind the subject-matter of the case to C be transferred. When so considering, we have to take into account further that all the 36 cases are primarily for the offences under the PC Act and hence they are all triable before the Courts of Special Judges. Hence, the present question can be determined by reference to the provisions of the PC Act."

D 19. In **Godfrey Phillips India Ltd. v. State of U.P.**, (2005) 2 SCC 515, a Constitution Bench of this Court had to construe the meaning of the expression "luxury" in Entry 62 of List 2 of the Seventh Schedule to the Constitution of India. In this context, the rule of *noscitur a sociis* was applied by the Court, the Court also pointing out how a court must be careful before blindly applying the principle, as follows:

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"**77.** In the present context the general meaning of "luxury" has been explained or clarified and must be understood in a sense analogous to that of the less general words such as entertainments, amusements, gambling and betting, which are clubbed with it. This F principle of interpretation known as "*noscitur a sociis*" has received approval in *Rainbow Steels Ltd.* v. *CST* [(1981) 2 SCC 141 : 1981 SCC (Tax) 90] , SCC at p. 145 although doubted in its indiscriminate application in *State of Bombay* v. *Hospital Mazdoor Sabha* [(1960) 2 SCR 866 : AIR 1960 SC 610] . In the latter case this Court was required to construe Section 2(*j*) of the Industrial G Disputes Act which read:

> "2(*j*) 'industry' means any business, trade, undertaking, manufacture or calling of employers and *includes* any calling, service, employment, handicraft, or industrial occupation or avocation of workmen."

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78. It was found that the words in the definition were of very wide and definite import. It was suggested that these words should be read in a restricted sense having regard to the included items on the principle of "*noscitur a sociis*". The suggestion was rejected in the following language: (*Hospital Mazdoor Sabha case* [(1960) 2 SCR 866 : AIR 1960 SC 610] , SCR p. 874)

> "It must be borne in mind that *noscitur a sociis* is merely a rule of construction and it cannot prevail in cases where it is clear that the wider words have been deliberately used in order to make the scope of the defined word correspondingly wider. *It is only where the intention of the legislature in associating wider words with words of narrower significance is doubtful, or otherwise not clear that the present rule of construction can be usefully applied. It can also be applied where the meaning of the words of wider import is doubtful*; but, where the object of the legislature in using wider words is clear and free of ambiguity, the rule of construction in question cannot be pressed into service." (AIR p. 614, para 9)
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> (emphasis in original)

79. We do not read this passage as excluding the application of the principle of *noscitur a sociis* to the present case since it has been amply demonstrated with reference to authority that the meaning of the word "luxury" in Entry 62 is doubtful and has been defined and construed in different senses.

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81. We are aware that the maxim of *noscitur a sociis* may be a treacherous one unless the "*societas*" to which the "*socii*" belong, are known. The risk may be present when there is no other factor except contiguity to suggest the "*societas*". But where there is, as here, a term of wide denotation which is not free from ambiguity, the addition of the words such as "including" is sufficiently indicative of the *societas*. As we have said, the word "includes" in the present context indicates a commonality or shared features or attributes of the including word with the included.

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A **83.** Hence on an application of general principles of interpretation, we would hold that the word "luxuries" in Entry 62 of List II means the activity of enjoyment of or indulgence in that which is costly or which is generally recognised as being beyond the necessary requirements of an average member of society and not articles of luxury."

B 20. In **Vikram Singh v. Union of India**, (2015) 9 SCC 502, this Court was asked to construe the expression "government or any other person" contained in Section 364-A of the Indian Penal Code, 1860 with reference to *ejusdem generis*. This Court, in repelling the contention, went on to hold:

C "**26.** We may before parting with this aspect of the matter also deal with the argument that the expression "*any other person*" appearing in Section 364-A IPC ought to be read ejusdem generis with the expression preceding the said words. The argument needs notice only to be rejected. The rule of ejusdem generis is a rule of

D construction and not a rule of law. Courts have to be very careful in applying the rule while interpreting statutory provisions. Having said that the rule applies in situations where specific words forming a distinct genus class or category are followed by general words. The first stage of any forensic application of the rule, therefore,

E has to be to find out whether the preceding words constitute a genus class or category so that the general words that follow them can be given the same colour as the words preceding. In cases where it is not possible to find the genus in the use of the words preceding the general words, the rule of ejusdem generis will have no application.

F **27.** In *Siddeshwari Cotton Mills (P) Ltd.* v. *Union of India* [(1989) 2 SCC 458 : 1989 SCC (Tax) 297] M.N. Venkatachaliah, J., as His Lordship then was, examined the rationale underlying ejusdem generis as a rule of construction and observed: (SCC p. 463, para 14)

G "*14*. The principle underlying this approach to statutory construction is that the subsequent general words were only intended to guard against some accidental omission in the objects of the kind mentioned earlier and were not intended to extend to objects of a wholly different kind. This is a

H presumption and operates unless there is some contrary

indication. But the preceding words or expressions of restricted meaning must be susceptible of the import that they represent a class. If no class can be found, ejusdem generis rule is not attracted and such broad construction as the subsequent words may admit will be favoured. As a learned author puts it:

> '… if a class can be found, but the specific words exhaust the class, then rejection of the rule may be favoured because its adoption would make the general words unnecessary; if, however, the specific words do not exhaust the class, then adoption of the rule may be favoured because its rejection would make the specific words unnecessary.' [See: *Construction of Statutes* by E.A. Driedger p. 95 quoted by Francis Bennion in his *Statutory Construction*, pp. 829 and 830.]"

28. Relying upon the observations made by Francis Bennion in his *Statutory Construction* and English decision in *Magnhild* v. *McIntyre Bros. & Co.* [(1920) 3 KB 321] and those rendered by this Court in *Tribhuban Parkash Nayyar* v. *Union of India* [(1969) 3 SCC 99], *U.P. SEB* v. *Hari Shankar Jain* [(1978) 4 SCC 16 : 1978 SCC (L&S) 481], His Lordship summed up the legal principle in the following words: (*Siddeshwari Cotton Mills case* [(1989) 2 SCC 458 : 1989 SCC (Tax) 297], SCC p. 464, para 19)

> "*19*. The preceding words in the statutory provision which, under this particular rule of construction, control and limit the meaning of the subsequent words must represent a genus or a family which admits of a number of species or members. If there is only one species it cannot supply the idea of a genus."

29. Applying the above to the case at hand, we find that Section 364-A added to IPC made use of only two expressions viz. "*Government*" or "*any other person*". Parliament did not use multiple expressions in the provision constituting a distinct genus class or category. It used only one single expression viz. "*Government*" which does not constitute a genus, even when it may be a specie. The situation, at hand, is somewhat similar to what has been enunciated in *Craies on Statute Law* (7th Edn.) at pp. 181-82 in the following passage:

A "… The modern tendency of the law, it was said [by Asquith, J. in *Allen* v. *Emerson* (1944 KB 362 : (1944) 1 All ER 344)], is 'to attenuate the application of the rule of ejusdem generis'. To invoke the application of the ejusdem generis rule there must be a distinct genus or category. The specific words must apply not to different objects of a widely differing character but to something which can be called a class or kind of objects. Where this is lacking, the rule cannot apply (*Hood-Barrs* v. *IRC* [(1946) 2 All ER 768 (CA)]), *but the mention of a single species does not constitute a genus*. (Per Lord Thankerton in *United Towns Electric Co. Ltd.* v. *Attorney General for Newfoundland* [(1939) 1 All ER 423 (PC)].) 'Unless you can find a category', said Farwell L.J. (*Tillmanns and Co.* v. *S.S. Knutsford Ltd.* [(1908) 2 KB 385 (CA)]), 'there is no room for the application of the ejusdem generis doctrine', and where the words are clearly wide in their meaning they ought not to be qualified on the ground of their association with other words. For instance, where a local Act required that 'theatres and other places of public entertainment' should be licensed, the question arose whether a 'fun-fair' for which no fee was charged for admission was within the Act. It was held to be so, and that the ejusdem generis rule did not apply to confine the words 'other places' to places of the same kind as theatres. So the insertion of such words as 'or things of whatever description' would exclude the rule. (*Attorney General* v. *Leicester Corpn.* [(1910) 2 Ch 359 : (1908-10) All ER Rep Ext 1002]) In *National Assn. of Local Govt. Officers* v. *Bolton Corpn.* [1943 AC 166 : (1942) 2 All ER 425 (HL)] Lord Simon L.C. referred to a definition of 'workman' as any person who has entered into a works under a contract with an employer whether the contract be by way of manual labour, clerical work 'or otherwise' and said: 'The use of the words "or otherwise" does not bring into play the ejusdem generis principle: for "manual labour" and "clerical work" do not belong to a single limited genus' and Lord Wright in the same case said: '*The ejusdem generis rule is often useful or convenient, but it is merely a rule of construction, not a rule of law. In the present case it is entirely inapt. It presupposes a "genus" but here the only "genus" is a contract with an employer*'.

(emphasis supplied)

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30. The above passage was quoted with approval by this Court in *Grasim Industries Ltd.* v. *Collector of Customs* [(2002) 4 SCC 297] holding that Note 1(*a*) of Chapter 84 relevant to that case was clear and unambiguous. It did not speak of a class, category or genus followed by general words making the rule of ejusdem generis inapplicable."

xxx xxx xxx

"**32.** This would mean that the term "*person*" appearing in Section 364-A IPC would include a company or association or body of persons whether incorporated or not, apart from natural persons. The tenor of the provision, the context and the statutory definition of the expression "*person*" all militate against any attempt to restrict the meaning of the term "*person*" to the "*Government*" or "*foreign State*" or "*international inter-governmental organisations*" only."

21. In **Pioneer Urban Land and Infrastructure Ltd. v. Union of India**, (2019) 8 SCC 416, this Court laid down the limits of the application of the rule of construction that is contained in the expression "*noscitur a sociis*" as follows:

"**84.** It was then argued, relying on a large number of judgments that Section 5(8)(*f*) must be construed noscitur a sociis with clauses (*a*) to (*e*) and (*g*) to (*i*), and so construed would only refer to loans or other financial transactions which would involve money at both ends. This, again, is not correct in view of the fact that Section 5(8)(*f*) is clearly a residuary "catch all" provision, taking within it matters which are not subsumed within the other sub-clauses. Even otherwise, in *CED* v. *Kantilal Trikamlal* [*CED* v. *Kantilal Trikamlal*, (1976) 4 SCC 643 : 1977 SCC (Tax) 90] , this Court has held that when an expression is a residuary one, ejusdem generis will not apply. It was thus held: (SCC p. 655, para 21)

"*21*. … We have also to stress the expression "other right" in the explanation which is of the widest import and cannot be constricted by reading it *ejusdem generis* with "debt". "Other right", in the context, is expressly meant considerably to widen the concept and therefore suggests a somewhat contrary intention to the application of the *ejusdem generis* rule. We may derive instruction from Green's construction of the identical

A expression in the English Act. [Section 45(2)]. The learned author writes:

'A disclaimer is an extinguishment of a right for this purpose. Although in the event the person disclaiming never has any right in the property, he has the right to obtain it, this
B inchoate right is a "right" for the purposes of Section 45(2). The *ejusdem generis* rule does not apply to the words "a debt or other right" and the word "right" is a word of the widest import. Moreover, the expression "at the expense of the deceased" is used in an ordinary and natural manner; and is apt to cover not only cases where the extinguishment involves
C a loss to the deceased of a benefit he already enjoyed, but also those where it prevents him from acquiring the benefit.'"

85. Also, in *Subramanian Swamy* v. *Union of India* [*Subramanian Swamy* v. *Union of India*, (2016) 7 SCC 221 : (2016) 3 SCC (Cri) 1], this Court held: (SCC pp. 291-93, paras
D 70-74)

"*70*. The other aspect that is being highlighted in the context of Article 19(2) is that defamation even if conceived of to include a criminal offence, it must have the potentiality to "incite to cause an offence". To elaborate, the submission is the words
E "incite to cause an offence" should be read to give attributes and characteristics of criminality to the word "defamation". It must have the potentiality to lead to breach of peace and public order. It has been urged that the intention of clause (2) of Article 19 is to include a public law remedy in respect of a
F grievance that has a collective impact but not as an actionable claim under the common law by an individual and, therefore, the word "defamation" has to be understood in that context, as the associate words are "incitement to an offence" would so warrant. Mr Rao, learned Senior Counsel, astutely canvassed that unless the word "defamation" is understood in this manner
G applying the principle of *noscitur a sociis*, the cherished and natural right of freedom of speech and expression which has been recognised under Article 19(1)(*a*) would be absolutely at peril. Mr Narasimha, learned ASG would contend that the said rule of construction would not be applicable to understand the
H meaning of the term "defamation". Be it noted, while construing

the provision of Article 19(2), it is the duty of the Court to keep in view the exalted spirit, essential aspects, the value and philosophy of the Constitution. There is no doubt that the principle of *noscitur a sociis* can be taken recourse to in order to understand and interpret the Constitution but while applying the principle, one has to keep in mind the contours and scope of applicability of the said principle.

71. In *State of Bombay* v. *Hospital Mazdoor Sabha* [*State of Bombay* v. *Hospital Mazdoor Sabha*, AIR 1960 SC 610 : (1960) 2 SCR 866] , it has been held that it must be borne in mind that *noscitur a sociis* is merely a rule of construction and it cannot prevail in cases where it is clear that wider words have been deliberately used in order to make the scope of the defined word correspondingly wider. It is only where the intention of the legislature in associating wider words with words of narrower significance is doubtful, or otherwise not clear that the said rule of construction can be usefully applied. It can also be applied where the meaning of the words of wider import is doubtful; but, where the object of the legislature in using wider words is clear and free of ambiguity, the rule of construction in question cannot be pressed into service.

72. In *Bank of India* v. *Vijay Transport* [*Bank of India* v. *Vijay Transport*, 1988 Supp SCC 47] , the Court was dealing with the contention that a literal interpretation is not always the only interpretation of a provision in a statute and the court has to look at the setting in which the words are used and the circumstances in which the law came to be passed to decide whether there is something implicit behind the words actually used which would control the literal meaning of the words used. For the said purpose, reliance was placed on *R.L. Arora* v. *State of U.P.* [*R.L. Arora* v. *State of U.P.*, (1964) 6 SCR 784 : AIR 1964 SC 1230] Dealing with the said aspect, the Court has observed thus: (*Vijay Transport case* [*Bank of India* v. *Vijay Transport*, 1988 Supp SCC 47], SCC p. 51, para 11)

> '*11*. … It may be that in interpreting the words of the provision of a statute, the setting in which such words are placed may be taken into consideration, but that does not

A mean that even though the words which are to be interpreted convey a clear meaning, still a different interpretation or meaning should be given to them because of the setting. In other words, while the setting of the words may sometimes be necessary for the interpretation of the words of the statute, but that has not been ruled by this Court to be the only and the surest method of interpretation.'

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73. The Constitution Bench, in *Godfrey Phillips (India) Ltd.* v. *State of U.P.* [*Godfrey Phillips (India) Ltd.* v. *State of U.P.*, (2005) 2 SCC 515], while expressing its opinion on the aforesaid rule of construction, opined: (SCC pp. 550 & 551, paras 81 & 83)

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'*81*. We are aware that the maxim of *noscitur a sociis* may be a treacherous one unless the "*societas*" to which the "*socii*" belong, are known. The risk may be present when there is no other factor except contiguity to suggest the "*societas*". But where there is, as here, a term of wide denotation which is not free from ambiguity, the addition of the words such as "including" is sufficiently indicative of the *societas*. As we have said, the word "includes" in the present context indicates a commonality or shared features or attributes of the including word with the included.

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83. Hence on an application of general principles of interpretation, we would hold that the word "luxuries" in Entry 62 of List II means the activity of enjoyment of or indulgence in that which is costly or which is generally recognised as being beyond the necessary requirements of an average member of society and not articles of luxury.'

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74. At this juncture, we may note that in *Ahmedabad Private Primary Teachers' Assn.* v. *Administrative Officer* [*Ahmedabad Private Primary Teachers' Assn.* v. *Administrative Officer*, (2004) 1 SCC 755 : 2004 SCC (L&S) 306], it has been stated that *noscitur a sociis* is a legitimate rule of construction to construe the words in an Act of Parliament with reference to the words found in immediate connection

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with them. In this regard, we may refer to a passage from Justice G.P. Singh, *Principles of Statutory Interpretation* [(13th Edn., 2012) 509.] where the learned author has referred to the lucid explanation given by Gajendragadkar, J. We think it appropriate to reproduce the passage:

> 'It is a rule wider than the rule of *ejusdem generis*; rather the latter rule is only an application of the former. The rule has been lucidly explained by Gajendragadkar, J. in the following words:
>
> "This rule, according to Maxwell [Maxwell, *Interpretation of Statutes* (11th Edn., 1962) 321.] , means that when two or more words which are susceptible of analogous meaning are coupled together, they are understood to be used in their cognate sense. They take as it were their colour from each other, that is, the more general is restricted to a sense analogous to a less general."'
>
> The learned author on further discussion has expressed the view that meaning of a word is to be judged from the company it keeps i.e. reference to words found in immediate connection with them. It applies when two or more words are susceptible of analogous meanings are coupled together, to be read and understood in their cognate sense. [G.P. Singh, *Principles of Statutory Interpretation* (8th Edn.) 379.] *Noscitur a sociis* is merely a rule of construction and cannot prevail where it is clear that wider and diverse etymology is intentionally and deliberately used in the provision. It is only when and where the intention of the legislature in associating wider words with words of narrowest significance is doubtful or otherwise not clear, that the rule of *noscitur a sociis* is useful."

86. It is clear from a reading of these judgments that noscitur a sociis being a mere rule of construction cannot be applied in the present case as it is clear that wider words have been deliberately used in a residuary provision, to make the scope of the definition of "financial debt" subsume matters which are not found in the other sub-clauses of Section 5(8). This contention must also, therefore, be rejected."

22. A reading of these judgments would show that *ejusdem generis* and *noscitur a sociis*, being rules as to the construction of statutes, cannot be exalted to nullify the plain meaning of words used in a statute if they are designedly used in a wide sense. Importantly, where a residuary phrase is used as a catch-all expression to take within its scope what may reasonably be comprehended by a provision, regard being had to its object and setting, *noscitur a sociis* cannot be used to colour an otherwise wide expression so as to whittle it down and stultify the object of a statutory provision.

OBJECT OF SECTION 14 OF THE IBC

23. This then brings us to the object sought to be achieved by Section 14 of the IBC. The Report of the Insolvency Law Committee of February, 2020 throws some light on Section 14. Paragraphs 8.2 and 8.11 thereof read as follows:

> "**8.2.** The moratorium under Section 14 is intended to keep the corporate debtor's assets together during the insolvency resolution process and facilitating orderly completion of the processes envisaged during the insolvency resolution process and ensuring that the company may continue as a going concern while the creditors take a view on resolution of default. Keeping the corporate debtor running as a going concern during the CIRP helps in achieving resolution as a going concern as well, which is likely to maximize value for all stakeholders. In other jurisdictions too, a moratorium may be put in place on the advent of formal insolvency proceedings, including liquidation and reorganization proceedings. The UNCITRAL Guide notes that a moratorium is critical during reorganization proceedings since it facilitates the continued operation of the business and allows the debtor a breathing space to organize its affairs, time for preparation and approval of a reorganization plan and for other steps such as shedding unprofitable activities and onerous contracts, where appropriate."
>
> xxx xxx xxx
>
> "**8.11.** Further, the purpose of the moratorium is to keep the assets of the debtor together for successful insolvency resolution, and it does not bar all actions, especially where countervailing public policy concerns are involved. For instance, criminal proceedings

> are not considered to be barred by the moratorium, since they do not constitute "money claims or recovery" proceedings. In this regard, the Committee also noted that in some jurisdictions, laws allow regulatory claims, such as those which are not designed to collect money for the estate but to protect vital and urgent public interests, restraining activities causing environmental damage or activities that are detrimental to public health and safety to be continued during the moratorium period."

It can be seen that paragraph 8.11 refers to the very judgment under appeal before us, and cannot therefore be said to throw any light on the correct position in law which has only to be finally settled by this Court. However, paragraph 8.2 is important in that the object of a moratorium provision such as Section 14 is to see that there is no depletion of a corporate debtor's assets during the insolvency resolution process so that it can be kept running as a going concern during this time, thus maximising value for all stakeholders. The idea is that it facilitates the continued operation of the business of the corporate debtor to allow it breathing space to organise its affairs so that a new management may ultimately take over and bring the corporate debtor out of financial sickness, thus benefitting all stakeholders, which would include workmen of the corporate debtor. Also, the judgment of this Court in **Swiss Ribbons (P) Ltd. v. Union of India**, (2019) 4 SCC 17 states the *raison d'être* for Section 14 in paragraph 28 as follows:

> "**28.** It can thus be seen that the primary focus of the legislation is to ensure revival and continuation of the corporate debtor by protecting the corporate debtor from its own management and from a corporate death by liquidation. The Code is thus a beneficial legislation which puts the corporate debtor back on its feet, not being a mere recovery legislation for creditors. The interests of the corporate debtor have, therefore, been bifurcated and separated from that of its promoters/those who are in management. Thus, the resolution process is not adversarial to the corporate debtor but, in fact, protective of its interests. The moratorium imposed by Section 14 is in the interest of the corporate debtor itself, thereby preserving the assets of the corporate debtor during the resolution process. The timelines within which the resolution process is to take place again protects the corporate debtor's assets from further dilution, and also protects all its creditors and

A workers by seeing that the resolution process goes through as fast as possible so that another management can, through its entrepreneurial skills, resuscitate the corporate debtor to achieve all these ends."

24. It can thus be seen that regard being had to the object sought B to be achieved by the IBC in imposing this moratorium, a quasi-criminal proceeding which would result in the assets of the corporate debtor being depleted as a result of having to pay compensation which can amount to twice the amount of the cheque that has bounced would directly impact the corporate insolvency resolution process in the same manner as the institution, continuation, or execution of a decree in such suit in a C civil court for the amount of debt or other liability. Judged from the point of view of this objective, it is impossible to discern any difference between the impact of a suit and a Section 138 proceeding, insofar as the corporate debtor is concerned, on its getting the necessary breathing space to get back on its feet during the corporate insolvency resolution process. Given D this fact, it is difficult to accept that *noscitur a sociis* or *ejusdem generis* should be used to cut down the width of the expression "proceedings" so as to make such proceedings analogous to civil suits.

25. Viewed from another point of view, clause (b) of Section 14(1) also makes it clear that during the moratorium period, any transfer, E encumbrance, alienation, or disposal by the corporate debtor of <u>any</u> of its assets or <u>any</u> legal right or beneficial interest therein being also interdicted, yet a liability in the form of compensation payable under Section 138 would somehow escape the dragnet of Section 14(1). While Section 14(1)(a) refers to monetary liabilities of the corporate debtor, Section 14(1)(b) refers to the corporate debtor's assets, and together, F these two clauses form a scheme which shields the corporate debtor from pecuniary attacks against it in the moratorium period so that the corporate debtor gets breathing space to continue as a going concern in order to ultimately rehabilitate itself. Any crack in this shield is bound to have adverse consequences, given the object of Section 14, and cannot, G by any process of interpretation, be allowed to occur.

<u>SECTION 14 IN RELATION TO OTHER MORATORIUM SECTIONS IN THE IBC</u>

26. Even otherwise, when some of the other provisions as to moratorium are seen in the context of individuals and firms, the provisions H of Section 14 become even clearer. Thus, in Part III of the IBC, which

deals with insolvency resolution and bankruptcy for individuals and partnership firms, Section 81, which occurs in Chapter II thereof, entitled "Fresh Start Process", an interim moratorium is imposed thus:

> "**81. Application for fresh start order.—**(1) When an application is filed under Section 80 by a debtor, an interim-moratorium shall commence on the date of filing of said application in relation to all the debts and shall cease to have effect on the date of admission or rejection of such application, as the case may be.
>
> (2) During the interim-moratorium period,—
>
> (*i*) any legal action or legal proceeding pending in respect of any of his debts shall be deemed to have been stayed; and
>
> (*ii*) no creditor shall initiate any legal action or proceedings in respect of such debt.
>
> (3) The application under Section 80 shall be in such form and manner and accompanied by such fee, as may be prescribed.
>
> (4) The application under sub-section (3) shall contain the following information supported by an affidavit, namely—
>
> (*a*) a list of all debts owed by the debtor as on the date of the said application along with details relating to the amount of each debt, interest payable thereon and the names of the creditors to whom each debt is owed;
>
> (*b*) the interest payable on the debts and the rate thereof stipulated in the contract;
>
> (*c*) a list of security held in respect of any of the debts;
>
> (*d*) the financial information of the debtor and his immediate family up to two years prior to the date of the application;
>
> (*e*) the particulars of the debtor's personal details, as may be prescribed;
>
> (*f*) the reasons for making the application;
>
> (*g*) the particulars of any legal proceedings which, to the debtor's knowledge has been commenced against him;

A (*h*) the confirmation that no previous fresh start order under this Chapter has been made in respect of the qualifying debts of the debtor in the preceding twelve months of the date of the application."

Similarly, in Section 85, which also occurs in Chapter II in Part III B of the IBC, a moratorium is imposed thus:

"**85. Effect of admission of application.—**(1) On the date of admission of the application, the moratorium period shall commence in respect of all the debts.

C (2) During the moratorium period—

(*a*) any pending legal action or legal proceeding in respect of any debt shall be deemed to have been stayed; and

(*b*) subject to the provisions of Section 86, the creditors D shall not initiate any legal action or proceedings in respect of any debt.

(3) During the moratorium period, the debtor shall—

(*a*) not act as a director of any company, or directly or indirectly take part in or be concerned in the E promotion, formation or management of a company;

(*b*) not dispose of or alienate any of his assets;

(*c*) inform his business partners that he is undergoing a fresh start process;

F (*d*) be required to inform prior to entering into any financial or commercial transaction of such value as may be notified by the Central Government, either individually or jointly, that he is undergoing a fresh start process;

G (*e*) disclose the name under which he enters into business transactions, if it is different from the name in the application admitted under Section 84;

(*f*) not travel outside India except with the permission of the Adjudicating Authority.

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(4) The moratorium ceases to have effect at the end of the period of one hundred and eighty days beginning with the date of admission unless the order admitting the application is revoked under sub-section (2) of Section 91."

27. When the language of Section 14 and Section 85 are contrasted, it becomes clear that though the language of Section 85 is only in respect of debts, the moratorium contained in Section 14 is not subject specific. The only light thrown on the subject is by the exception provision contained in Section 14(3)(a) which is that "transactions" are the subject matter of Section 14(1). "Transaction" is, as we have seen, a much wider expression than "debt", and subsumes it. Also, the expression "proceedings" used by the legislature in Section 14(1)(a) is not trammelled by the word "legal" as a prefix that is contained in the moratorium provisions qua individuals and firms. Likewise, the provisions of Section 96 and Section 101 are moratorium provisions in Chapter III of Part III dealing with the insolvency resolution process of individuals and firms, the same expression, namely, "debts" is used as is used in Section 85. Sections 96 and 101 read as follows:

"**96. Interim-moratorium.—**(1) When an application is filed under Section 94 or Section 95—

(*a*) an interim-moratorium shall commence on the date of the application in relation to all the debts and shall cease to have effect on the date of admission of such application; and

(*b*) during the interim-moratorium period—

(*i*) any legal action or proceeding pending in respect of any debt shall be deemed to have been stayed; and

(*ii*) the creditors of the debtor shall not initiate any legal action or proceedings in respect of any debt.

(2) Where the application has been made in relation to a firm, the interim-moratorium under sub-section (1) shall operate against all the partners of the firm as on the date of the application.

(3) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator."

A "**101. Moratorium.—**(1) When the application is admitted under Section 100, a moratorium shall commence in relation to all the debts and shall cease to have effect at the end of the period of one hundred and eighty days beginning with the date of admission of the application or on the date the Adjudicating Authority passes an order on the repayment plan under Section 114, whichever is earlier.

B (2) During the moratorium period—

(*a*) any pending legal action or proceeding in respect of any debt shall be deemed to have been stayed;

C (*b*) the creditors shall not initiate any legal action or legal proceedings in respect of any debt; and

(*c*) the debtor shall not transfer, alienate, encumber or dispose of any of his assets or his legal rights or beneficial interest therein;

D (3) Where an order admitting the application under Section 96 has been made in relation to a firm, the moratorium under sub-section (1) shall operate against all the partners of the firm.

(4) The provisions of this Section shall not apply to such transactions as may be notified by the Central Government in consultation E with any financial sector regulator."

A legal action or proceeding in respect of any debt would, on its plain language, include a Section 138 proceeding. This is for the reason that a Section 138 proceeding would be a legal proceeding "in respect of" a debt. "In respect of" is a phrase which is wide and includes anything F done directly or indirectly – *see* **Macquarie Bank Ltd. v. Shilpi Cable Technologies Ltd.**, (2018) 2 SCC 674 (at page 709) and **Giriraj Garg v. Coal India Ltd.**, (2019) 5 SCC 192 (at pages 202-203). This, coupled with the fact that the Section is not limited to 'recovery' of any debt, would indicate that any legal proceeding even indirectly relatable to G recovery of any debt would be covered.

28. When the language of these Sections is juxtaposed against the language of Section 14, it is clear that the width of Section 14 is even greater, given that Section 14 declares a moratorium prohibiting what is mentioned in clauses (a) to (d) thereof in respect of transactions entered H into by the corporate debtor, inclusive of transactions relating to debts,

as is contained in Sections 81, 85, 96, and 101. Also, Section 14(1)(d) is conspicuous by its absence in any of these Sections. Thus, where individuals or firms are concerned, the recovery of any property by an owner or lessor, where such property is occupied by or in possession of the individual or firm can be recovered during the moratorium period, unlike the property of a corporate debtor. For all these reasons, therefore, given the object and context of Section 14, the expression "proceedings" cannot be cut down by any rule of construction and must be given a fair meaning consonant with the object and context. It is conceded before us that criminal proceedings which are not directly related to transactions evidencing debt or liability of the corporate debtor would be outside the scope of this expression.

29. **V. Ramakrishnan** (supra) looked at and contrasted Section 14 with Sections 96 and 101 from the point of view of a guarantor to a debt, and in this context, held:

> "**26.** We are also of the opinion that Sections 96 and 101, when contrasted with Section 14, would show that Section 14 cannot possibly apply to a personal guarantor. When an application is filed under Part III, an interim-moratorium or a moratorium is applicable in respect of any debt due. First and foremost, this is a separate moratorium, applicable separately in the case of personal guarantors against whom insolvency resolution processes may be initiated under Part III. Secondly, the protection of the moratorium under these Sections is far greater than that of Section 14 in that pending legal proceedings in respect of the debt and not the debtor are stayed. The difference in language between Sections 14 and 101 is for a reason.
>
> **26.1.** Section 14 refers only to debts due by corporate debtors, who are limited liability companies, and it is clear that in the vast majority of cases, personal guarantees are given by Directors who are in management of the companies. The object of the Code is not to allow such guarantors to escape from an independent and co-extensive liability to pay off the entire outstanding debt, which is why Section 14 is not applied to them. However, insofar as firms and individuals are concerned, guarantees are given in respect of individual debts by persons who have unlimited liability to pay them. And such guarantors may be complete strangers to the debtor — often it could be a personal friend. It is for this

reason that the moratorium mentioned in Section 101 would cover such persons, as such moratorium is in relation to the debt and not the debtor."

These observations, when viewed in context, are correct. However, this case is distinguishable in that the difference between these provisions and Section 14 was not examined qua moratorium provisions as a whole in relation to corporate debtors vis-à-vis individuals/firms.

THE INTERPLAY BETWEEN SECTION 14 AND SECTION 32A OF THE IBC

30. Shri Mehta, however, strongly relied upon Section 32A(1) of the IBC, which was introduced by the Insolvency and Bankruptcy Code (Amendment) Act, 2020, to argue that the first proviso to Section 32A(1) would make it clear that "prosecutions" that had been instituted during the corporate insolvency resolution process against a corporate debtor will result in a discharge of the corporate debtor from the prosecution, subject to the other requirements of sub-section (1) having been fulfilled. According to him, therefore, a prosecution of the corporate debtor under Section 138/141 of the Negotiable Instruments Act can be instituted during the corporate insolvency resolution process, making it clear that such prosecutions are, therefore, outside the ken of the moratorium provisions contained in Section 14 of the IBC. Section 32A(1) of the IBC reads as follows:

"**32A. Liability for prior offences, etc.—**(1) Notwithstanding anything to the contrary contained in this Code or any other law for the time being in force, the liability of a corporate debtor for an offence committed prior to the commencement of the corporate insolvency resolution process shall cease, and the corporate debtor shall not be prosecuted for such an offence from the date the resolution plan has been approved by the Adjudicating Authority under Section 31, if the resolution plan results in the change in the management or control of the corporate debtor to a person who was not—

(*a*) a promoter or in the management or control of the corporate debtor or a related party of such a person; or

(*b*) a person with regard to whom the relevant investigating authority has, on the basis of material in

its possession, reason to believe that he had abetted or conspired for the commission of the offence, and has submitted or filed a report or a complaint to the relevant statutory authority or Court:

Provided that if a prosecution had been instituted during the corporate insolvency resolution process against such corporate debtor, it shall stand discharged from the date of approval of the resolution plan subject to requirements of this sub-section having been fulfilled:

Provided further that every person who was a "designated partner" as defined in clause (*j*) of Section 2 of the Limited Liability Partnership Act, 2008 (6 of 2009), or an "officer who is in default", as defined in clause (60) of Section 2 of the Companies Act, 2013 (18 of 2013), or was in any manner incharge of, or responsible to the corporate debtor for the conduct of its business or associated with the corporate debtor in any manner and who was directly or indirectly involved in the commission of such offence as per the report submitted or complaint filed by the investigating authority, shall continue to be liable to be prosecuted and punished for such an offence committed by the corporate debtor notwithstanding that the corporate debtor's liability has ceased under this sub-section.

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31. The *raison d'être* for the enactment of Section 32A has been stated by the Report of the Insolvency Law Committee of February, 2020, which is as follows:

"**17. LIABILITY OF CORPORATE DEBTOR FOR OFFENCES COMMITTED PRIOR TO INITIATION OF CIRP**

17.1. Section 17 of the Code provides that on commencement of the CIRP, the powers of management of the corporate debtor vest with the interim resolution professional. Further, the powers of the Board of Directors or partners of the corporate debtor stand suspended, and are to be exercised by the interim resolution professional. Thereafter, Section 29A, read with Section 35(1)(f), places restrictions on related parties of the corporate debtor from proposing a resolution plan and purchasing the property of the

corporate debtor in the CIRP and liquidation process, respectively. Thus, in most cases, the provisions of the Code effectuate a change in control of the corporate debtor that results in a clean break of the corporate debtor from its erstwhile management. However, the legal form of the corporate debtor continues in the CIRP, and may be preserved in the resolution plan. Additionally, while the property of the corporate debtor may also change hands upon resolution or liquidation, such property also continues to exist, either as property of the corporate debtor, or in the hands of the purchaser.

17.2. However, even after commencement of CIRP or after its successful resolution or liquidation, the corporate debtor, along with its property, would be susceptible to investigations or proceedings related to criminal offences committed by it prior to the commencement of a CIRP, leading to the imposition of certain liabilities and restrictions on the corporate debtor and its properties even after they were lawfully acquired by a resolution applicant or a successful bidder, respectively.

Liability where a Resolution Plan has been Approved

17.3. It was brought to the Committee that this had created apprehension amongst potential resolution applicants, who did not want to take on the liability for any offences committed prior to commencement of CIRP. In one case, JSW Steel had specifically sought certain reliefs and concessions, within an annexure to the resolution plan it had submitted for approval of the Adjudicating Authority. Without relief from imposition of the such liability, the Committee noted that in the long run, potential resolution applicants could be disincentivised from proposing a resolution plan. The Committee was also concerned that resolution plans could be priced lower on an average, even where the corporate debtor did not commit any offence and was not subject to investigation, due to adverse selection by resolution applicants who might be apprehensive that they might be held liable for offences that they have not been able to detect due to information asymmetry. Thus, the threat of liability falling on bona fide persons who acquire the legal entity, could substantially lower the chances of its successful takeover by potential resolution applicants.

17.4. This could have substantially hampered the Code's goal of value maximisation, and lowered recoveries to creditors, including financial institutions who take recourse to the Code for resolution of the NPAs on their balance sheet. At the same time, the Committee was also conscious that authorities are duty bound to penalise the commission of any offence, especially in cases involving substantial public interest. Thus, two competing concerns need to be balanced.

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17.6. Given this, the Committee felt that a distinction must be drawn between the corporate debtor which may have committed offences under the control of its previous management, prior to the CIRP, and the corporate debtor that is resolved, and taken over by an unconnected resolution applicant. While the corporate debtor's actions prior to the commencement of the CIRP must be investigated and penalised, the liability must be affixed only upon those who were responsible for the corporate debtor's actions in this period. However, the new management of the corporate debtor, which has nothing to do with such past offences, should not be penalised for the actions of the erstwhile management of the corporate debtor, unless they themselves were involved in the commission of the offence, or were related parties, promoters or other persons in management and control of the corporate debtor at the time of or any time following the commission of the offence, and could acquire the corporate debtor, notwithstanding the prohibition under Section 29A.

17.7. Thus, the Committee agreed that a new Section should be inserted to provide that where the corporate debtor is successfully resolved, it should not be held liable for any offence committed prior to the commencement of the CIRP, unless the successful resolution applicant was also involved in the commission of the offence, or was a related party, promoter or other person in management and control of the corporate debtor at the time of or any time following the commission of the offence.

17.8. Notwithstanding this, those persons who were responsible to the corporate debtor for the conduct of its business at the time of the commission of such offence, should continue to be liable

A for such an offence, vicariously or otherwise, regardless of the fact that the corporate debtor's liability has ceased."

(emphasis supplied)

32. This Court, in **Manish Kumar v. Union of India**, 2021 SCC OnLine SC 30, upheld the constitutional validity of this provision. This B Court observed:

"**280.** We are of the clear view that no case whatsoever is made out to seek invalidation of Section 32A. The boundaries of this Court's jurisdiction are clear. The wisdom of the legislation is not open to judicial review. Having regard to the object of the Code, C the experience of the working of the code, the interests of all stakeholders including most importantly the imperative need to attract resolution applicants who would not shy away from offering reasonable and fair value as part of the resolution plan if the legislature thought that immunity be granted to the corporate debtor as also its property, it hardly furnishes a ground D for this this Court to interfere. The provision is carefully thought out. It is not as if the wrongdoers are allowed to get away. They remain liable. The extinguishment of the criminal liability of the corporate debtor is apparently important to the new management to make a clean break with the past and start on E a clean slate. We must also not overlook the principle that the impugned provision is part of an economic measure. The reverence courts justifiably hold such laws in cannot but be applicable in the instant case as well. The provision deals with reference to offences committed prior to the commencement F of the CIRP. With the admission of the application the management of the corporate debtor passes into the hands of the Interim Resolution Professional and thereafter into the hands of the Resolution Professional subject undoubtedly to the control by the Committee of Creditors. As far as protection afforded to the property is concerned there is clearly a rationale G behind it. Having regard to the object of the statute we hardly see any manifest arbitrariness in the provision."

33. Section 32A cannot possibly be said to throw any light on the true interpretation of Section 14(1)(a) as the reason for introducing Section 32A had nothing whatsoever to do with any moratorium provision. H At the heart of the Section is the extinguishment of criminal liability of

the corporate debtor, from the date the resolution plan has been approved by the Adjudicating Authority, so that the new management may make a clean break with the past and start on a clean slate. A moratorium provision, on the other hand, does not extinguish any liability, civil or criminal, but only casts a shadow on proceedings already initiated and on proceedings to be initiated, which shadow is lifted when the moratorium period comes to an end. Also, Section 32A(1) operates only after the moratorium comes to an end. At the heart of Section 32A is the IBC's goal of value maximisation and the need to obviate lower recoveries to creditors as a result of the corporate debtor continuing to be exposed to criminal liability. Unfortunately, the Section is inelegantly drafted. The second proviso to Section 32A(1) speaks of persons who are in any manner in charge of, or responsible to the corporate debtor for the conduct of its business or associated with the corporate debtor and who are, directly or indirectly, involved in the commission of "such offence", i.e., the offence referred to in sub-section (1), "as per the report submitted or complaint filed by the investigating authority …". The report submitted here refers to a police report under Section 173 of the CrPC, and complaints filed by investigating authorities under special Acts, as opposed to private complaints. If the language of the second proviso is taken to interpret the language of Section 32A(1) in that the "offence committed" under Section 32A(1) would not include offences based upon complaints under Section 2(d) of the CrPC, the width of the language would be cut down and the object of Section 32A(1) would not be achieved as all prosecutions emanating from private complaints would be excluded. Obviously, Section 32A(1) cannot be read in this fashion and clearly incudes the liability of the corporate debtor for all offences committed prior to the commencement of the corporate insolvency resolution process. Doubtless, a Section 138 proceeding would be included, and would, after the moratorium period comes to an end with a resolution plan by a new management being approved by the Adjudicating Authority, cease to be an offence qua the corporate debtor.

34. A section which has been introduced by an amendment into an Act with its focus on cesser of liability for offences committed by the corporate debtor prior to the commencement of the corporate insolvency resolution process cannot be so construed so as to limit, by a sidewind as it were, the moratorium provision contained in Section 14, with which it is not at all concerned. If the first proviso to Section 32A(1) is read in

A the manner suggested by Shri Mehta, it will impact Section 14 by taking out of its ken Section 138/141 proceedings, which is not the object of Section 32A(1) at all. Assuming, therefore, that there is a clash between Section 14 of the IBC and the first proviso of Section 32A(1), this clash is best resolved by applying the doctrine of harmonious construction so that the objects of both the provisions get subserved in the process, without damaging or limiting one provision at the expense of the other. If, therefore, the expression "prosecution" in the first proviso of Section 32A(1) refers to criminal proceedings properly so-called either through the medium of a First Information Reportor complaint filed by an investigating authority or complaint and not to quasi-criminal proceedings that are instituted under Sections 138/141 of the Negotiable Instruments Act against the corporate debtor, the object of Section 14(1) of the IBC gets subserved, as does the object of Section 32A, which does away with criminal prosecutions in all cases against the corporate debtor, thus absolving the corporate debtor from the same after a new management comes in.

THE NATURE OF PROCEEDINGS UNDER CHAPTER XVII OF THE NEGOTIABLE INSTRUMENTS ACT

35. This brings us to the nature of proceedings under Chapter XVII of the Negotiable Instruments Act. Sections 138 to 142 of the Negotiable Instruments Act were added by Chapter XVII by an Amendment Act of 1988. Section 138 reads as follows:

> "**138. Dishonour of cheque for insufficiency, etc., of funds in the account.—**Where any cheque drawn by a person on an account maintained by him with a banker for payment of any amount of money to another person from out of that account for the discharge, in whole or in part, of any debt or other liability, is returned by the bank unpaid, either because of the amount of money standing to the credit of that account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with that bank, such person shall be deemed to have committed an offence and shall, without prejudice to any other provision of this Act, be punished with imprisonment for a term which may extend to two years, or with fine which may extend to twice the amount of the cheque, or with both:
>
> Provided that nothing contained in this Section shall apply unless—

(*a*) the cheque has been presented to the bank within a period of six months from the date on which it is drawn or within the period of its validity, whichever is earlier;

(*b*) the payee or the holder in due course of the cheque, as the case may be, makes a demand for the payment of the said amount of money by giving a notice in writing, to the drawer of the cheque, within thirty days of the receipt of information by him from the bank regarding the return of the cheque as unpaid; and

(*c*) the drawer of such cheque fails to make the payment of the said amount of money to the payee or as the case may be, to the holder in due course of the cheque within fifteen days of the receipt of the said notice.

Explanation.—For the purposes of this Section, "debt or other liability" means a legally enforceable debt or other liability."

36. Section 138 contains within it the ingredients of the offence made out. The deeming provision is important in that the legislature is cognizant of the fact that what is otherwise a civil liability is now also deemed to be an offence, since this liability is made punishable by law. It is important to note that the transaction spoken of is a commercial transaction between two parties which involves payment of money for a debt or liability. The explanation to Section 138 makes it clear that such debt or other liability means a legally enforceable debt or other liability. Thus, a debt or other liability barred by the law of limitation would be outside the scope of Section 138. This, coupled with fine that may extend to twice the amount of the cheque that is payable as compensation to the aggrieved party to cover both the amount of the cheque and the interest and costs thereupon, would show that it is really a hybrid provision to enforce payment under a bounced cheque if it is otherwise enforceable in civil law. Further, though the ingredients of the offence are contained in the first part of Section 138 when the cheque is returned by the bank unpaid for the reasons given in the Section, the proviso gives an opportunity to the drawer of the cheque, stating that the drawer must fail to make payment of the amount within 15 days of the receipt of a notice, again making it clear that the real object of the provision is not to penalise the wrongdoer for an offence that is already made out, but to compensate the victim.

37. Likewise, under Section 139, a presumption is raised that the holder of a cheque received the cheque for the discharge, in whole or in part, of any debt or other liability. To rebut this presumption, facts must be adduced which, on a preponderance of probability (not beyond reasonable doubt as in the case of criminal offences), must then be proved. Section 140 is also important, in that it shall not be a defence in a prosecution for an offence under Section 138 that the drawer had no reason to believe when he issued the cheque that the cheque may be dishonoured on presentment for the reasons stated in that Section, thus making it clear that strict liability will attach, *mens rea* being no ingredient of the offence. Section 141 then makes Directors and other persons statutorily liable, provided the ingredients of the section are met. Interestingly, for the purposes of this Section, explanation (a) defines "company" as meaning any body corporate and includes a firm or other association of individuals.

38. We have already seen how the language of Sections 96 and 101 would include a Section 138/141 proceeding against a firm so that the moratorium stated therein would apply to such proceedings. If Shri Mehta's arguments were to be accepted, under the same Section, namely, Section 141, two different results would ensue – so far as bodies corporate, which include limited liability partnerships, are concerned, the moratorium provision contained in Section 14 of the IBC would not apply, but so far as a partnership firm is concerned, being covered by Sections 96 and 101 of the IBC, a Section 138/141 proceeding would be stopped in its tracks by virtue of the moratorium imposed by these Sections. Thus, under Section 141(1), whereas a Section 138 proceeding against a corporate body would continue after initiation of the corporate insolvency resolution process, yet, the same proceeding against a firm, being interdicted by Sections 96 and 101, would not so continue. This startling result is one of the consequences of accepting the argument of Shri Mehta, which again leads to the position that inelegant drafting alone cannot lead to such startling results, the object of Sections 14 and 96 and 101 being the same, namely, to see that during the insolvency resolution process for corporate persons/individuals and firms, the corporate body/ firm/individual should be given breathing space to recuperate for a successful resolution of its debts – in the case of a corporate debtor, through a new management coming in; and in the case of individuals and firms, through resolution plans which are accepted by a committee of creditors, by which the debtor is given breathing space in which to pay

back his/its debts, which would result in creditors getting more than they would in a bankruptcy proceeding against an individual or a firm.

39. Section 142 is important and is set out hereunder:

"**142. Cognizance of offences.—**(1) Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974),—

(*a*) no court shall take cognizance of any offence punishable under Section 138 except upon a complaint, in writing, made by the payee or, as the case may be, the holder in due course of the cheque;

(*b*) such complaint is made within one month of the date on which the cause of action arises under clause (*c*) of the proviso to Section 138:

Provided that the cognizance of a complaint may be taken by the court after the prescribed period, if the complainant satisfies the court that he had sufficient cause for not making a complaint within such period.

(*c*) no court inferior to that of a Metropolitan Magistrate or a Judicial Magistrate of the first class shall try any offence punishable under Section 138.

(2) The offence under Section 138 shall be inquired into and tried only by a court within whose local jurisdiction,—

(*a*) if the cheque is delivered for collection through an account, the branch of the bank where the payee or holder in due course, as the case may be, maintains the account, is situated; or

(*b*) if the cheque is presented for payment by the payee or holder in due course, otherwise through an account, the branch of the drawee bank where the drawer maintains the account, is situated.

Explanation.—For the purposes of clause (*a*), where a cheque is delivered for collection at any branch of the bank of the payee or holder in due course, then, the cheque shall be deemed to have been delivered to the branch of the bank in which the payee or holder in due course, as the case may be, maintains the account."

A 40. A cursory reading of Section 142 will again make it clear that the procedure under the CrPC has been departed from. First and foremost, no court is to take cognizance of an offence punishable under Section 138 except on a complaint made in writing by the payee or the holder in due course of the cheque – the victim. Further, the language
B of Section 142(1)(b) would again show the hybrid nature of these provisions inasmuch as a complaint must be made within one month of the date on which the "cause of action" under clause (c) of the proviso to Section 138 arises. The expression "cause of action" is a foreigner to criminal jurisprudence, and would apply only in civil cases to recover money. Chapter XIII of the CrPC, consisting of Sections 177 to 189, is
C a chapter dealing with the jurisdiction of the criminal courts in inquiries and trials. When the jurisdiction of a criminal court is spoken of by these Sections, the expression "cause of action" is conspicuous by its absence.

D 41. By an Amendment Act of 2002, various other sections were added to this Chapter. Thus, under Section 143, it is lawful for a Magistrate to pass a sentence of imprisonment for a term not exceeding one year and a fine exceeding INR 5,000/- summarily. This provision is again an important pointer to the fact that the payment of compensation is at the heart of the provision in that a fine exceeding INR 5000/-, the sky being
E the limit, can be imposed by way of a summary trial which, after application of Section 357 of the CrPC, results in compensating the victim up to twice the amount of the bounced cheque. Under Section 144, the mode of service of summons is done as in civil cases, eschewing the mode contained in Sections 62 to 64 of the CrPC. Likewise, under Section 145, evidence is to be given by the complainant on affidavit, as it is given
F in civil proceedings, notwithstanding anything contained in the CrPC. Most importantly, by Section 147, offences under this Act are compoundable without any intervention of the court, as is required by Section 320(2) of the CrPC.

G 42. By another amendment made in 2018, the hybrid nature of these provisions gets a further tilt towards a civil proceeding, by the power to direct interim compensation under Sections 143A and 148 which are set out hereinbelow:

"**143-A. Power to direct interim compensation.—**(1) Notwithstanding anything contained in the Code of Criminal
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Procedure, 1973 (2 of 1974), the Court trying an offence under Section 138 may order the drawer of the cheque to pay interim compensation to the complainant—

(*a*) in a summary trial or a summons case, where he pleads not guilty to the accusation made in the complaint; and

(*b*) in any other case, upon framing of charge.

(2) The interim compensation under sub-section (1) shall not exceed twenty per cent of the amount of the cheque.

(3) The interim compensation shall be paid within sixty days from the date of the order under sub-section (1), or within such further period not exceeding thirty days as may be directed by the Court on sufficient cause being shown by the drawer of the cheque.

(4) If the drawer of the cheque is acquitted, the Court shall direct the complainant to repay to the drawer the amount of interim compensation, with interest at the bank rate as published by the Reserve Bank of India, prevalent at the beginning of the relevant financial year, within sixty days from the date of the order, or within such further period not exceeding thirty days as may be directed by the Court on sufficient cause being shown by the complainant.

(5) The interim compensation payable under this Section may be recovered as if it were a fine under Section 421 of the Code of Criminal Procedure, 1973 (2 of 1974).

(6) The amount of fine imposed under Section 138 or the amount of compensation awarded under Section 357 of the Code of Criminal Procedure, 1973 (2 of 1974), shall be reduced by the amount paid or recovered as interim compensation under this Section."

"**148. Power of Appellate Court to order payment pending appeal against conviction.—**(1) Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), in an appeal by the drawer against conviction under Section 138, the Appellate Court may order the appellant to deposit such sum which shall be a minimum of twenty per cent of the fine or compensation awarded by the trial Court:

A Provided that the amount payable under this sub-section shall be in addition to any interim compensation paid by the appellant under Section 143-A.

(2) The amount referred to in sub-section (1) shall be deposited within sixty days from the date of the order, or within such further
B period not exceeding thirty days as may be directed by the Court on sufficient cause being shown by the appellant.

(3) The Appellate Court may direct the release of the amount deposited by the appellant to the complainant at any time during the pendency of the appeal:

C Provided that if the appellant is acquitted, the Court shall direct the complainant to repay to the appellant the amount so released, with interest at the bank rate as published by the Reserve Bank of India, prevalent at the beginning of the relevant financial year, within sixty days from the date of the order, or within such further
D period not exceeding thirty days as may be directed by the Court on sufficient cause being shown by the complainant."

43. With this analysis of Chapter XVII, let us look at some of the decided cases. In **CIT v. Ishwarlal Bhagwandas**, (1966) 1 SCR 190, this Court distinguished between civil proceedings and criminal
E proceedings in the context of Article 132 of the Constitution thus:

"… The expression "civil proceeding" is not defined in the Constitution, nor in the General Clauses Act. The expression in our judgment covers all proceedings in which a party asserts the existence of a civil right conferred by the civil law or by statute,
F and claims relief for breach thereof. A criminal proceeding on the other hand is ordinarily one in which if carried to its conclusion it may result in the imposition of sentences such as death, imprisonment, fine or forfeiture of property. It also includes proceedings in which in the larger interest of the State, orders to prevent apprehended breach of the peace, orders to bind down
G persons who are a danger to the maintenance of peace and order, or orders aimed at preventing vagrancy are contemplated to be passed. But the whole area of proceedings, which reach the High Courts is not exhausted by classifying the proceedings as civil and criminal. There are certain proceedings which may be regarded
H as neither civil nor criminal. For instance, proceeding for contempt

of court, and for exercise of disciplinary jurisdiction against lawyers or other professionals, such as Chartered Accountants may not fall within the classification of proceedings, civil or criminal. But there is no warrant for the view that from the category of civil proceedings, it was intended to exclude proceedings relating to or which seek relief against enforcement of taxation laws of the State. The primary object of a taxation statute is to collect revenue for the governance of the State or for providing specific services and such laws directly affect the civil rights of the tax-payer. If a person is called upon to pay tax which the State is not competent to levy, or which is not imposed in accordance with the law which permits imposition of the tax, or in the levy, assessment and collection of which rights of the tax-payer are infringed in a manner not warranted by the statute, a proceeding to obtain relief whether it is from the tribunal set up by the taxing statute, or from the civil court would be regarded as a civil proceeding. The character of the proceeding, in our judgment, depends not upon the nature of the tribunal which is invested with authority to grant relief, but upon the nature of the right violated and the appropriate relief which may be claimed. A civil proceeding is, therefore, one in which a person seeks to enforce by appropriate relief the alleged infringement of his civil rights against another person or the State, and which if the claim is proved would result in the declaration express or implied of the right claimed and relief such as payment of debt, damages, compensation, delivery of specific property, enforcement of personal rights, determination of status etc."

(at pages 196-197)

"A large number of cases have arisen before the High Courts in India in which conflicting views about the meaning of the expression "civil proceeding" were pressed. In some cases it was held that the expression "civil proceeding" excludes a proceeding instituted in the High Court for the issue of a writ whatever may be the nature of the right infringed and the relief claimed in other cases it has been held that a proceeding resulting from an application for a writ under Article 226 of the Constitution may in certain cases be deemed to be a "civil proceeding", if the claim made, the right infringed and the relief sought warrant that inference: in still another set of cases it has been held that even if

A a proceeding commenced by a petition for a writ be generally categorised as a civil proceeding, where the jurisdiction which the High Court exercises relates to revenue, the proceeding is not civil. A perusal of the reasons given in the cases prompt the following observations. There are two preliminary conditions to the exercise of the power to grant certificate: (*a*) there must be a B judgment, decree or final order, and that judgment, decree or final order must be made in a civil proceeding. An advisory opinion in a tax reference may not be appealed from with certificate under Article 133 because the opinion is not a judgment, decree or final order, and (*b*) a proceeding does not cease to be civil, when relief C is claimed for enforcement of civil rights merely because the proceeding is not tried as a civil suit. In a large majority of the cases in which the jurisdiction of the High Court to certify a case under Article 133(1) was negatived it appears to have been assumed that the expression "other proceeding" used in Article 132 of the Constitution is or includes a proceeding of the nature of D a revenue proceeding, and therefore the expression "civil proceeding" in Article 133(1) does not include a revenue proceeding. This assumption for reasons already set out is erroneous."

(at page 199)

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A perusal of this judgment would show that a civil proceeding is not necessarily a proceeding which begins with the filing of a suit and culminates in execution of a decree. It would include a revenue proceeding as well as a writ petition filed under Article 226 of the Constitution, if the reliefs therein are to enforce rights of a civil nature. Interestingly, criminal F proceedings are stated to be proceedings in which the larger interest of the State is concerned. Given these tests, it is clear that a Section 138 proceeding can be said to be a "civil sheep" in a "criminal wolf's" clothing, as it is the interest of the victim that is sought to be protected, the larger interest of the State being subsumed in the victim alone moving G a court in cheque bouncing cases, as has been seen by us in the analysis made hereinabove of Chapter XVII of the Negotiable Instruments Act.

44. In **Goaplast (P) Ltd. v. Chico Ursula D'Souza**, (2003) 3 SCC 232, the object sought to be achieved by Section 138 is succinctly set out in paragraph 3 thereof:

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"**3.** The learned counsel for the appellant has submitted that mere writing of letter to the bank stopping payment of the post-dated cheques does not take the case out of the purview of the Act. He has invited our attention to the object behind the provision contained in Chapter XVII of the Act. For appreciating the issue involved in the present case, it is necessary to refer to the object behind introduction of Chapter XVII containing Sections 138 to 142. This chapter was introduced in the Act by the Banking, Public Financial Institutions and Negotiable Instruments Laws (Amendment) Act, 1988 (Act 66 of 1988) with the object of inculcating faith in the efficacy of banking operations and giving credibility to negotiable instruments in business transactions and in order to promote efficacy of banking operations. With the policy of liberalisation adopted by the country which brought about increase in international trade and commerce, it became necessary to inculcate faith in banking. World trade is carried through banking operations rather than cash transactions. The amendment was intended to create an atmosphere of faith and reliance on banking system. Therefore, while considering the question of applicability of Section 138 of the Act to a situation presented by the facts of the present case, it is necessary to keep the objects of the legislation in mind. If a party is allowed to use a cheque as a mode of deferred payment and the payee of the cheque on the faith that he will get his payment on the due date accepts such deferred payment by way of cheque, he should not normally suffer on account of non-payment. The faith, which the legislature has desired that such instruments should inspire in commercial transactions would be completely lost if parties are as a matter of routine allowed to interdict payment by issuing instruction to banks to stop payment of cheques. In today's world where use of cash in day-to-day life is almost getting extinct and people are using negotiable instruments in commercial transactions and plastic money for their daily needs as consumers, it is all the more necessary that people's faith in such instruments should be strengthened rather than weakened. Provisions contained in Sections 138 to 142 of the Act are intended to discourage people from not honouring their commitments by way of payment through cheques. It is desirable that the court should lean in favour of an interpretation which serves the object of the statute. The penal provisions contained in

A Sections 138 to 142 of the Act are intended to ensure that obligations undertaken by issuing cheques as a mode of payment are honoured. A post-dated cheque will lose its credibility and acceptability if its payment can be stopped routinely. A cheque is a well-recognized mode of payment and post-dated cheques are often used in various transactions in daily life. The purpose of a B post-dated cheque is to provide some accommodation to the drawer of the cheque. Therefore, it is all the more necessary that the drawer of the cheque should not be allowed to abuse the accommodation given to him by a creditor by way of acceptance of a post-dated cheque. If stoppage of payment of a post-dated C cheque is permitted to take the case out of the purview of Section 138 of the Act, it will amount to allowing the party to take advantage of his own wrong."

45. In **Vinay Devanna Nayak v. Ryot Sewa Sahakari Bank Ltd.**, (2008) 2 SCC 305, a Division Bench of this Court referred to the D object of Section 138 thus:

"**16.** Section 138 of the Act was inserted by the Banking, Public Financial Institutions and Negotiable Instruments Law (Amendment) Act, 1988 (Act 66 of 1988) to regulate financial promises in growing business, trade, commerce and industrial E activities of the country and the strict liability to promote greater vigilance in financial matters. The incorporation of the provision is designed to safeguard the faith of the creditor in the drawer of the cheque, which is essential to the economic life of a developing country like India. The provision has been introduced with a view to curb cases of issuing cheques indiscriminately by making F stringent provisions and safeguarding interest of creditors.

17. As observed by this Court in *Electronics Trade & Technology Development Corpn. Ltd.* v. *Indian Technologists & Engineers (Electronics) (P) Ltd.* [(1996) 2 SCC 739 : 1996 SCC (Cri) 454] the object of bringing Section 138 in the statute book is to inculcate G faith in the efficacy of banking operations and credibility in transacting business on negotiable instruments. The provision is intended to prevent dishonesty on the part of the drawer of negotiable instruments in issuing cheques without sufficient funds or with a view to inducing the payee or holder in due course to act upon it. It thus seeks to promote the efficacy of bank operations H

and ensures credibility in transacting business through cheques. In such matters, therefore, normally compounding of offences should not be denied. Presumably, Parliament also realised this aspect and inserted Section 147 by the Negotiable Instruments (Amendment and Miscellaneous Provisions) Act, 2002 (Act 55 of 2002). The said Section reads thus:

> "**147. *Offences to be compoundable*.—**Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), every offence punishable under this Act shall be compoundable."

46. **Damodar S. Prabhu v. Sayed Babalal H.**, (2010) 5 SCC 663 is an important judgment of three Hon'ble Judges of this Court. This judgment dealt, in particular, with the compounding provision contained in Section 147 of the Negotiable Instruments Act. Setting out the provision, the Court held:

> "**10.** At present, we are of course concerned with Section 147 of the Act, which reads as follows:
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> > "147. *Offences to be compoundable*.—Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), every offence punishable under this Act shall be compoundable."
>
> At this point, it would be apt to clarify that in view of the non obstante clause, the compounding of offences under the Negotiable Instruments Act, 1881 is controlled by Section 147 and the scheme contemplated by Section 320 of the Code of Criminal Procedure (hereinafter "CrPC") will not be applicable in the strict sense since the latter is meant for the specified offences under the Penal Code, 1860.
>
> **11.** So far as CrPC is concerned, Section 320 deals with offences which are compoundable, either by the parties without the leave of the court or by the parties but only with the leave of the court. Sub-section (1) of Section 320 enumerates the offences which are compoundable without the leave of the court, while sub-section (2) of the said Section specifies the offences which are compoundable with the leave of the court.

A **12.** Section 147 of the Negotiable Instruments Act, 1881 is in the nature of an enabling provision which provides for the compounding of offences prescribed under the same Act, thereby serving as an exception to the general rule incorporated in sub-section (9) of Section 320 CrPC which states that "No offence shall be compounded except as provided by this Section". A bare reading of this provision would lead us to the inference that offences punishable under laws other than the Penal Code also cannot be compounded. However, since Section 147 was inserted by way of an amendment to a special law, the same will override the effect of Section 320(9) CrPC, especially keeping in mind that Section 147 carries a non obstante clause."

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"**15.** The compounding of the offence at later stages of litigation in cheque bouncing cases has also been held to be permissible in a recent decision of this Court, reported as *K.M. Ibrahim* v. *K.P. Mohammed* [(2010) 1 SCC 798 : (2010) 1 SCC (Cri) 921 : (2009) 14 Scale 262] wherein Kabir, J. has noted (at SCC p. 802, paras 13-14):

> "*13*. As far as the non obstante clause included in Section 147 of the 1881 Act is concerned, the 1881 Act being a special statute, the provisions of Section 147 will have an overriding effect over the provisions of the Code relating to compounding of offences. …
>
> *14*. It is true that the application under Section 147 of the Negotiable Instruments Act was made by the parties after the proceedings had been concluded before the appellate forum. However, Section 147 of the aforesaid Act does not bar the parties from compounding an offence under Section 138 even at the appellate stage of the proceedings. Accordingly, we find no reason to reject the application under Section 147 of the aforesaid Act even in a proceeding under Article 136 of the Constitution."

16. It is evident that the permissibility of the compounding of an offence is linked to the perceived seriousness of the offence and the nature of the remedy provided. On this point we can refer to the following extracts from an academic commentary [cited from:

K.N.C. Pillai, *R.V. Kelkar's Criminal Procedure*, Fifth Edn. (Lucknow: Eastern Book Company, 2008) at p. 444]:

> "17.2. *Compounding of offences*.—A crime is essentially a wrong against the society and the State. Therefore any compromise between the accused person and the individual victim of the crime should not absolve the accused from criminal responsibility. However, where the offences are essentially of a private nature and relatively not quite serious, the Code considers it expedient to recognise some of them as compoundable offences and some others as compoundable only with the permission of the court."

17. In a recently published commentary, the following observations have been made with regard to the offence punishable under Section 138 of the Act [cited from: Arun Mohan, *Some thoughts towards law reforms on the topic of Section 138, Negotiable Instruments Act—Tackling an avalanche of cases* (New Delhi: Universal Law Publishing Co. Pvt. Ltd., 2009) at p. 5]:

> "… Unlike that for other forms of crime, the punishment here (insofar as the complainant is concerned) is not a means of seeking retribution, but is more a means to ensure payment of money. The complainant's interest lies primarily in recovering the money rather than seeing the drawer of the cheque in jail. The threat of jail is only a mode to ensure recovery. As against the accused who is willing to undergo a jail term, there is little available as remedy for the holder of the cheque.
>
> If we were to examine the number of complaints filed which were 'compromised' or 'settled' before the final judgment on one side and the cases which proceeded to judgment and conviction on the other, we will find that the bulk was settled and only a miniscule number continued."

18. It is quite obvious that with respect to the offence of dishonour of cheques, it is the compensatory aspect of the remedy which should be given priority over the punitive aspect. …"

(emphasis supplied)

This judgment was followed by a Division Bench of this Court in **JIK Industries Ltd. v. Amarlal V. Jumani**, (2012) 3 SCC 255,stating:

A "**68.** It is clear from a perusal of the aforesaid Statement of Objects and Reasons that offence under the NI Act, which was previously non-compoundable in view of Section 320 sub-section (9) of the Code has now become compoundable. That does not mean that the effect of Section 147 is to obliterate all statutory provisions of Section 320 of the Code relating to the mode and manner of compounding of an offence. Section 147 will only override Section 320(9) of the Code insofar as offence under Section 147 of the NI Act is concerned. This is also the ratio in *Damodar* [(2010) 5 SCC 663 : (2010) 2 SCC (Civ) 520 : (2010) 2 SCC (Cri) 1328] (see para 12). Therefore, the submission of the learned counsel for the appellant to the contrary cannot be accepted."

The Court then went into the history of compounding in criminal law as follows:

"**78.** Compounding as codified in Section 320 of the Code has a historical background. In common law compounding was considered a misdemeanour. In *Kenny's Outlines of Criminal Law* (19th Edn., 1966) the concept of compounding has been traced as follows: (p. 407, para 422)

> "422. *Mercy should be shown, not sold.*—It is a misdemeanour at common law to 'compound' a felony (and perhaps also to compound a misdemeanour); i.e. to bargain, *for value*, to abstain from prosecuting the offender who has committed a crime. You commit this offence if you promise a thief not to prosecute him if only he will return the goods he stole from you; but you may lawfully take them back if you make no such promise. You may show mercy, but must not sell mercy. This offence of compounding is committed by the bare act of agreement; even though the compounder afterwards breaks his agreement and prosecutes the criminal. And inasmuch as the law permits not merely the person injured by a crime, but also all other members of the community, to prosecute, it is criminal for anyone to make such a composition; even though he suffered no injury and indeed has no concern with the crime."
>
> (emphasis in original)

79. *Russell on Crime* (12th Edn.) also describes: A

"Agreements not to prosecute or to stifle a prosecution for a criminal offence are in certain cases criminal."

(Ch. 22 — Compounding Offences, p. 339.)

80. Later on compounding was permitted in certain categories of cases where the rights of the public in general are not affected but in all cases such compounding is permissible with the consent of the injured party. B

81. In our country also when the Criminal Procedure Code, 1861 was enacted it was silent about the compounding of offence. Subsequently, when the next Code of 1872 was introduced it mentioned about compounding in Section 188 by providing the mode of compounding. However, it did not contain any provision declaring what offences were compoundable. The decision as to what offences were compoundable was governed by reference to the exception to Section 214 of the Penal Code. The subsequent Code of 1898 provided Section 345 indicating the offences which were compoundable but the said section was only made applicable to compounding of offences defined and permissible under the Penal code. The present Code, which repealed the 1898 Code, contains Section 320 containing comprehensive provisions for compounding. C D E

82. A perusal of Section 320 makes it clear that the provisions contained in Section 320 and the various sub-sections is a code by itself relating to compounding of offence. It provides for the various parameters and procedures and guidelines in the matter of compounding. If this Court upholds the contention of the appellant that as a result of incorporation of Section 147 in the NI Act, the entire gamut of procedure of Section 320 of the Code are made inapplicable to compounding of an offence under the NI Act, in that case the compounding of offence under the NI Act will be left totally unguided or uncontrolled. Such an interpretation apart from being an absurd or unreasonable one will also be contrary to the provisions of Section 4(2) of the Code, which has been discussed above. There is no other statutory procedure for compounding of offence under the NI Act. Therefore, Section 147 of the NI Act must be reasonably construed to mean that as a result of the said F G H

section the offences under the NI Act are made compoundable, but the main principle of such compounding, namely, the consent of the person aggrieved or the person injured or the complainant cannot be wished away nor can the same be substituted by virtue of Section 147 of the NI Act."

47. In **Kaushalya Devi Massand v. Roopkishore Khore**, (2011) 4 SCC 593, a Division Bench of this Court succinctly stated:

"**11.** Having considered the submissions made on behalf of the parties, we are of the view that the gravity of a complaint under the Negotiable Instruments Act cannot be equated with an offence under the provisions of the Penal Code, 1860 or other criminal offences. An offence under Section 138 of the Negotiable Instruments Act, 1881, is almost in the nature of a civil wrong which has been given criminal overtones."

(emphasis supplied)

(This is the clearest enunciation of a Section 138 proceeding being a "civil sheep" in a "criminal wolf's" clothing.)

48. In **R. Vijayan v. Baby**, (2012) 1 SCC 260, this Court referred to the provisions of Chapter XVII of the Negotiable Instruments Act, observing that Chapter XVII is a unique exercise which blurs the dividing line between civil and criminal jurisdictions. The Court held:

"**16.** We propose to address an aspect of the cases under Section 138 of the Act, which is not dealt with in *Damodar S. Prabhu* [(2010) 5 SCC 663 : (2010) 2 SCC (Cri) 1328 : (2010) 2 SCC (Civ) 520] . It is sometimes said that cases arising under Section 138 of the Act are really civil cases masquerading as criminal cases. The avowed object of Chapter XVII of the Act is to "encourage the culture of use of cheques and enhance the credibility of the instrument". In effect, its object appears to be both punitive as also compensatory and restitutive, in regard to cheque dishonour cases. Chapter XVII of the Act is a unique exercise which blurs the dividing line between civil and criminal jurisdictions. It provides a single forum and single proceeding, for enforcement of criminal liability (for dishonouring the cheque) and for enforcement of the civil liability (for realisation of the cheque

amount) thereby obviating the need for the creditor to move two different fora for relief. This is evident from the following provisions of Chapter XVII of the Act:

(*i*) The provision for levy of fine which is linked to the cheque amount and may extend to twice the amount of the cheque (Section 138) thereby rendering Section 357(3) virtually infructuous insofar as cheque dishonour cases are concerned.

(*ii*) The provision enabling a First Class Magistrate to levy fine exceeding Rs 5000 (Section 143) notwithstanding the ceiling to the fine, as Rs 5000 imposed by Section 29(2) of the Code.

(*iii*) The provision relating to mode of service of summons (Section 144) as contrasted from the mode prescribed for criminal cases in Section 62 of the Code.

(*iv*) The provision for taking evidence of the complainant by affidavit (Section 145) which is more prevalent in civil proceedings, as contrasted from the procedure for recording evidence in the Code.

(*v*) The provision making all offences punishable under Section 138 of the Act compoundable.

17. The apparent intention is to ensure that not only the offender is punished, but also ensure that the complainant invariably receives the amount of the cheque by way of compensation under Section 357(1)(*b*) of the Code. Though a complaint under Section 138 of the Act is in regard to criminal liability for the offence of dishonouring the cheque and not for the recovery of the cheque amount (which strictly speaking, has to be enforced by a civil suit), in practice once the criminal complaint is lodged under Section 138 of the Act, a civil suit is seldom filed to recover the amount of the cheque. This is because of the provision enabling the court to levy a fine linked to the cheque amount and the usual direction in such cases is for payment as compensation, the cheque amount, as loss incurred by the complainant on account of dishonour of cheque, under Section 357(1)(*b*) of the Code and the provision for compounding the offences under Section 138 of the Act. Most of the cases (except those where liability is denied) get

compounded at one stage or the other by payment of the cheque amount with or without interest. Even where the offence is not compounded, the courts tend to direct payment of compensation equal to the cheque amount (or even something more towards interest) by levying a fine commensurate with the cheque amount. A stage has reached when most of the complainants, in particular the financing institutions (particularly private financiers) view the proceedings under Section 138 of the Act, as a proceeding for the recovery of the cheque amount, the punishment of the drawer of the cheque for the offence of dishonour, becoming secondary."

(emphasis supplied)

49. In **Dashrath Rupsingh Rathod v. State of Maharashtra**, (2014) 9 SCC 129, a three-Judge Bench of this Court answered the question as to whether the territorial jurisdiction for filing of cheque dishonour complaints is restricted to the court within whose territorial jurisdiction the offence is committed, which is the location where the cheque is dishonoured, i.e., returned unpaid by the bank on which it is drawn. This judgment has been legislatively overruled by Section 142(2) of the Negotiable Instruments Act set out hereinabove. However, Shri Mehta relied upon paragraphs 15.2 and 17 of the judgment of Vikramjit Sen, J., which states as follows:

"**15.2.** We have undertaken this succinct study mindful of the fact that Parliamentary debates have a limited part to play in interpretation of statutes, the presumption being that legislators have the experience, expertise and language skills to draft laws which unambiguously convey their intentions and expectations for the enactments. What is palpably clear is that Parliament was aware that they were converting civil liability into criminal content inter alia by the deeming fiction of culpability in terms of the pandect comprising Section 138 and the succeeding sections, which severely curtail defences to prosecution. Parliament was also aware that the offence of cheating, etc. already envisaged in IPC, continued to be available."

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"**17.** The marginal note of Section 138 of the NI Act explicitly defines the offence as being the dishonour of cheques for insufficiency, etc. of funds in the account. Of course, the headings,

captions or opening words of a piece of legislation are normally not strictly or comprehensively determinative of the sweep of the actual Section itself, but it does presage its intendment. See *Frick India Ltd.* v. *Union of India* [(1990) 1 SCC 400 : 1990 SCC (Tax) 185] and *Forage & Co.* v. *Municipal Corpn. of Greater Bombay* [(1999) 8 SCC 577]. Accordingly, unless the provisions of the section clearly point to the contrary, the offence is concerned with the dishonour of a cheque; and in the conundrum before us the body of this provision speaks in the same timbre since it refers to a cheque being "returned by the bank unpaid". None of the provisions of IPC have been rendered nugatory by Section 138 of the NI Act and both operate on their own. It is trite that mens rea is the quintessential of every crime. The objective of Parliament was to strengthen the use of cheques, distinct from other negotiable instruments, as mercantile tender and therefore it became essential for Section 138 of the NI Act offence to be freed from the requirement of proving mens rea. This has been achieved by deeming the commission of an offence dehors mens rea not only under Section 138 but also by virtue of the succeeding two sections. Section 139 carves out the presumption that the holder of a cheque has received it for the discharge of any liability. Section 140 clarifies that it will not be available as a defence to the drawer that he had no reason to believe, when he issued the cheque, that it would be dishonoured. Section 138 unequivocally states that the offence is committed no sooner the drawee bank returns the cheque unpaid."

The focus in this case was on the court within whose jurisdiction the offence under Section 138 can be said to have taken place. This case, therefore, has no direct relevance to the point that has been urged before us.

50. In **Lafarge Aggregates & Concrete India (P) Ltd. v. Sukarsh Azad**, (2014) 13 SCC 779, this Court, continuing the trend of the earlier judgments in describing the hybrid nature of these provisions, held:

"**6.** The respondents have agreed to pay the said amount but the appellant has refused to accept the payment and insisted that the appeal against rejection of the recall application should be allowed by this Court. The counsel for the appellant submitted that merely

because the accused has offered to make the payment at a later stage, the same cannot compel the complainant appellant to accept it and the complainant appellant would be justified in pursuing the complaint which was lodged under the Negotiable Instruments Act, 1881. In support of his submission, the counsel for the appellant also relied on *Rajneesh Aggarwal* v. *Amit J. Bhalla* [(2001) 1 SCC 631 : 2001 SCC (Cri) 229].[1]

7. However, we do not feel persuaded to accept this submission as the appellant has to apprise himself that the primary object and reason of the Negotiable Instruments Act, 1881, is not merely penal in nature but is to maintain the efficiency and value of a negotiable instrument by making the accused honour the negotiable instrument and paying the amount for which the instrument had been executed.

8. The object of bringing Sections 138 to 142 of the Negotiable Instruments Act on statute appears to be to inculcate faith in the efficacy of banking operations and credibility in transacting business of negotiable instruments. Despite several remedies, Section 138 of the Act is intended to prevent dishonesty on the part of the drawer of negotiable instrument to draw a cheque without sufficient funds in his account maintained by him in a bank and induces the payee or holder in due course to act upon it. Therefore, once a cheque is drawn by a person of an account maintained by him for payment of any amount or discharge of liability or debt or is returned by a bank with endorsement like (*i*) refer to drawer, (*ii*) exceeds arrangements, and (*iii*) instruction for stop payment and like other usual endorsement, it amounts to dishonour within the meaning of Section 138 of the Act. Therefore, even after issuance of notice if the payee or holder does not make the payment within the stipulated period, the statutory presumption would be of dishonest intention exposing to criminal liability."

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[1] The judgment in **Rajneesh Aggarwal v. Amit J. Bhalla**, (2001) 1 SCC 631 was delivered prior to the 2002 and 2018 Amendment Acts to the Negotiable Instruments Act. The perceptible shift in the provisions by introducing Sections 143 to 148 has been noticed by this Court hereinabove, as a result of which the observations contained in this judgment would no longer be valid.

"**10.** However, in the interest of equity, justice and fair play, we deem it appropriate to direct the respondents to make the payment to the appellant by issuing a demand draft in their favour for a sum of Rs 5 lakhs, which would be treated as an overall amount including interest and compensation towards the cheque for which stop-payment instructions had been issued. If the same is not acceptable to the appellant, it is their choice but that would not allow them to prosecute the respondents herein in pursuance to the complaint which they have lodged implicating these two respondents."

51. In **Meters and Instruments (P) Ltd. v. Kanchan Mehta**, (2018) 1 SCC 560, this Court noticed the object of Section 138 and the amendments made to Chapter XVII, and summarised the case law as follows:

"**6.** The object of introducing Section 138 and other provisions of Chapter XVII in the Act in the year 1988 [Vide the Banking, Public Financial Institutions and Negotiable Instruments Laws (Amendment) Act, 1988] was to enhance the acceptability of cheques in the settlement of liabilities. The drawer of cheque is made liable to prosecution on dishonour of cheque with safeguards to prevent harassment of honest drawers. The Negotiable Instruments (Amendment and Miscellaneous Provisions) Act, 2002 to amend the Act was brought in, inter alia, to simplify the procedure to deal with such matters. The amendment includes provision for service of summons by speed post/courier, summary trial and making the offence compoundable.

7. This Court has noted that the object of the statute was to facilitate smooth functioning of business transactions. The provision is necessary as in many transactions cheques were issued merely as a device to defraud the creditors. Dishonour of cheque causes incalculable loss, injury and inconvenience to the payee and credibility of business transactions suffers a setback. [*Goaplast (P) Ltd.* v. *Chico Ursula D'Souza*, (2004) 2 SCC 235, p. 248, para 26 : 2004 SCC (Cri) 499] At the same time, it was also noted that nature of offence under Section 138 primarily related to a civil wrong and the 2002 Amendment specifically made it compoundable. [*Vinay Devanna Nayak* v. *Ryot Sewa Sahakari Bank Ltd.*, (2008) 2 SCC 305 : (2008) 1 SCC (Civ) 542 : (2008) 1 SCC (Cri) 351] The offence was also described as "regulatory offence". The burden of proof

A was on the accused in view of presumption under Section 139 and the standard of proof was of "preponderance of probabilities". [*Rangappa* v. *Sri Mohan*, (2010) 11 SCC 441, p. 454, para 28 : (2010) 4 SCC (Civ) 477 : (2011) 1 SCC (Cri) 184] The object of the provision was described as both punitive as well as compensatory. The intention of the provision was to ensure that the complainant B received the amount of cheque by way of compensation. Though proceedings under Section 138 could not be treated as civil suits for recovery, the scheme of the provision, providing for punishment with imprisonment or with fine which could extend to twice the amount of the cheque or to both, made the intention of law clear. C The complainant could be given not only the cheque amount but double the amount so as to cover interest and costs. Section 357(1)(*b*) CrPC provides for payment of compensation for the loss caused by the offence out of the fine. [*R. Vijayan* v. *Baby*, (2012) 1 SCC 260, p. 264, para 9 : (2012) 1 SCC (Civ) 79 : (2012) 1 SCC (Cri) 520] Where fine is not imposed, compensation can be awarded D under Section 357(3) CrPC to the person who suffered loss. Sentence in default can also be imposed. The object of the provision is not merely penal but to make the accused honour the negotiable instruments. [*Lafarge Aggregates & Concrete India (P) Ltd.* v. *Sukarsh Azad*, (2014) 13 SCC 779, p. 781, para 7 : (2014) E 5 SCC (Cri) 818]"

The Court then concluded:

"**18.** From the above discussion the following aspects emerge:

18.1. Offence under Section 138 of the Act is primarily a civil wrong. F Burden of proof is on the accused in view of presumption under Section 139 but the standard of such proof is "preponderance of probabilities". The same has to be normally tried summarily as per provisions of summary trial under CrPC but with such variation as may be appropriate to proceedings under Chapter XVII of the Act. Thus read, principle of Section 258 CrPC will apply and the G court can close the proceedings and discharge the accused on satisfaction that the cheque amount with assessed costs and interest is paid and if there is no reason to proceed with the punitive aspect.

18.2. The object of the provision being primarily compensatory, H punitive element being mainly with the object of enforcing the

compensatory element, compounding at the initial stage has to be encouraged but is not debarred at later stage subject to appropriate compensation as may be found acceptable to the parties or the court.

18.3. Though compounding requires consent of both parties, even in absence of such consent, the court, in the interests of justice, on being satisfied that the complainant has been duly compensated, can in its discretion close the proceedings and discharge the accused.

18.4. Procedure for trial of cases under Chapter XVII of the Act has normally to be summary. The discretion of the Magistrate under second proviso to Section 143, to hold that it was undesirable to try the case summarily as sentence of more than one year may have to be passed, is to be exercised after considering the further fact that apart from the sentence of imprisonment, the court has jurisdiction under Section 357(3) CrPC to award suitable compensation with default sentence under Section 64 IPC and with further powers of recovery under Section 431 CrPC. With this approach, prison sentence of more than one year may not be required in all cases.

18.5. Since evidence of the complaint can be given on affidavit, subject to the court summoning the person giving affidavit and examining him and the bank's slip being prima facie evidence of the dishonour of cheque, it is unnecessary for the Magistrate to record any further preliminary evidence. Such affidavit evidence can be read as evidence at all stages of trial or other proceedings. The manner of examination of the person giving affidavit can be as per Section 264 CrPC. The scheme is to follow summary procedure except where exercise of power under second proviso to Section 143 becomes necessary, where sentence of one year may have to be awarded and compensation under Section 357(3) is considered inadequate, having regard to the amount of the cheque, the financial capacity and the conduct of the accused or any other circumstances."[2]

(emphasis supplied)

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[2] This judgment was subsequently referred to with approval in **Makwana Mangaldas Tulsidas v. State of Gujarat**, (2020) 4 SCC 695 (at paragraphs 17 and 18).

52. In a recent judgment in **M. Abbas Haji v. T.N. Channakeshava**, (2019) 9 SCC 606, this Court held:

> "**6.** It is urged before us that the High Court overstepped the limits which the appellate court is bound by criminal cases setting aside an order of acquittal. Proceedings under Section 138 of the Act are quasi-criminal proceedings. The principles, which apply to acquittal in other criminal cases, cannot apply to these cases. …"
>
> (emphasis supplied)

Likewise, in **H.N. Jagadeesh v. R. Rajeshwari**, (2019) 16 SCC 730, this Court again alluded to the quasi-criminal nature of the offence as follows:

> "**7.** The learned counsel for the respondent has submitted that in order to advance the cause of justice, such an approach is permissible and for this purpose he has relied upon the judgment of this Court in *Zahira Habibulla H. Sheikh* v. *State of Gujarat* [*Zahira Habibulla H. Sheikh* v. *State of Gujarat*, (2004) 4 SCC 158 : 2004 SCC (Cri) 999] . We are afraid that the ratio of the aforesaid judgment cannot be extended to the facts of this case, particularly when we find that the present case is a complaint case filed by the respondent under Section 138 of the Act and where the proceedings are also of quasi-criminal nature."
>
> (emphasis supplied)

53. A conspectus of these judgments would show that the gravamen of a proceeding under Section 138, though couched in language making the act complained of an offence, is really in order to get back through a summary proceeding, the amount contained in the dishonoured cheque together with interest and costs, expeditiously and cheaply. We have already seen how it is the victim alone who can file the complaint which ordinarily culminates in the payment of fine as compensation which may extend to twice the amount of the cheque which would include the amount of the cheque and the interest and costs thereupon. Given our analysis of Chapter XVII of the Negotiable Instruments Act together with the amendments made thereto and the case law cited hereinabove, it is clear that a quasi-criminal proceeding that is contained in Chapter XVII of the Negotiable Instruments Act would, given the object and context of Section 14 of the IBC, amount to a "proceeding" within the meaning of Section 14(1)(a), the moratorium therefore attaching to such proceeding.

QUASI-CRIMINAL PROCEEDINGS

54. Shri Lekhi, learned Additional Solicitor General, took strong objection to the use of the expression "quasi-criminal" to describe proceedings under Section 138 of the Negotiable Instruments Act, which, according to him, can only be described as criminal proceedings. This is for the reason that these proceedings result in imprisonment or fine or both, which are punishments that can be imposed only in criminal proceedings as stated by Section 53 of the Indian Penal Code. It is difficult to agree with Shri Lekhi. There are many instances of acts which are punishable by imprisonment or fine or both which have been described as quasi-criminal. One instance is the infraction of Section 630 of the Companies Act, 1956. This section reads as follows:

> **"630. Penalty for wrongful withholding of property.—**(1) If any officer or employee of a company—
>
> (*a*) wrongfully obtains possession of any property of a company; or
>
> (*b*) having any such property in his possession, wrongfully withholds it or knowingly applies it to purposes other than those expressed or directed in the articles and authorised by this Act;
>
> he shall, on the complaint of the company or any creditor or contributory thereof, be punishable with fine which may extend to ten thousand rupees.
>
> (2) The Court trying the offence may also order such officer or employee to deliver up or refund, within a time to be fixed by the Court, any such property wrongfully obtained or wrongfully withheld or knowingly misapplied or in default, to suffer imprisonment for a term which may extend to two years."

In **Abhilash Vinodkumar Jain v. Cox & Kings (India) Ltd.**, (1995) 3 SCC 732, this Court examined whether a petition under Section 630 of the Companies Act, 1956 is maintainable against the legal heirs of a deceased officer or employee for retrieval of the company's property. In holding that it was so retrievable, this Court held:

> "**15.** Even though Section 630 of the Act falls in Part XIII of the Companies Act and provides for penal consequences for wrongful withholding of the property of the company, the provisions strictly speaking are not penal in the sense as understood under the penal

law. The provisions are quasi-criminal. They have been enacted with the main object of providing speedy relief to a company when its property is wrongfully obtained or wrongfully withheld by an employee or officer or an ex-employee or ex-officer or anyone claiming under them. In our opinion, a proper construction of the section would be that the term "officer or employee" of a company in Section 630 of the Act would by a *deeming fiction* include the legal heirs and representatives of the employee or the officer concerned continuing in occupation of the property of the company after the death of the employee or the officer.

16. Under sub-section (1) of Section 630 for the wrongful obtaining of the possession of the property of the company or wrongfully withholding it or knowingly applying it to a purpose other than that authorised by the company, the employee or the officer concerned is "punishable with fine which may extend to one thousand rupees". The 'fine' under this sub-section is to be understood in the nature of 'compensation' for wrongful withholding of the property of the company. Under sub-section (2) what is made punishable is the disobedience of the order of the Court, directing the person, continuing in occupation, after the right of the employee or the officer to occupation has extinguished, to deliver up or refund within a time to be fixed by the court, the property of the company obtained or wrongfully withheld or knowingly misapplied. Thus, it is in the event of the disobedience of the order of the court, that imprisonment for a term which may extend to two years has been prescribed. The provision makes the defaulter, whether an employee or a past employee or the legal heir of the employee, who disobeys the order of the court to hand back the property to the company within the prescribed time liable for punishment."

(emphasis supplied)

Having so held, the Court did not construe the provision strictly, which it would have been bound to do had it been a purely criminal one, but instead gave it a broad, liberal, and purposeful construction as follows:

"**18.** Section 630 of the Act provides speedy relief to the company where its property is wrongfully obtained or wrongfully withheld by an "employee or an officer" or a "past employee or an officer" or "legal heirs and representatives" deriving their colour and content from such an employee or officer insofar as the occupation

and possession of the property belonging to the company is concerned. The failure to deliver property back to the employer on the termination, resignation, superannuation or death of an employee would render the 'holding' of that property wrongful and actionable under Section 630 of the Act. To hold that the "legal heirs" would not be covered by the provisions of Section 630 of the Act would be unrealistic and illogical. It would defeat the 'beneficent' provision and ignore the factual realities that the legal heirs or family members who are continuing in possession of the allotted property had obtained the right of *occupancy* with the employee concerned in the property of the employer only by virtue of their relationship with the employee/officer and had not obtained or acquired the right to *possession* of the property in any other capacity, status or right. The legislature, which is supposed to know and appreciate the needs of the people, by enacting Section 630 of the Act manifested that it was conscious of the position that today in the corporate sector — private or public enterprise — the employees/officers are often provided residential accommodation by the employer for the "use and occupation" of the employee concerned during the course of his employment. More often than not, it is a part of the service conditions of the employee that the employer shall provide him residential accommodation during the course of his employment. If an employee or a past employee or anyone claiming the right of occupancy under them, were to continue to 'hold' the property belonging to the company after the right to be in occupation has ceased for one reason or the other, it would not only create difficulties for the company, which shall not be able to allot that property to its other employees, but would also cause hardship for the employee awaiting allotment and defeat the intention of the legislature. The courts are therefore obliged to place a broader, liberal and purposeful construction on the provisions of Section 630 of the Act in furtherance of the object and purpose of the legislation and construe it in a wider sense to effectuate the intendment of the provision. The "heirs and legal representatives" of the deceased employee have no independent capacity or status to continue in occupation and possession of the property, which stood allotted to the employee or the officer concerned or resist the return of the property to the employer in the absence of any

express agreement to the contrary entered with them by the employer. The court, when approached by the employer for taking action under Section 630 of the Act, can examine the basis on which the petition/complaint is filed and if it is found that the company's right to retrieve its property is quite explicit and the stand of the employee, or anyone claiming through him, to continue in possession is baseless, it shall proceed to act under Section 630 of the Act and pass appropriate orders. Only an independent valid right, not only to occupation but also to possession of the property belonging to the company, unconnected with the employment of the deceased employee can defeat an action under Section 630 of the Act if it can be established that the deceased employee concerned had not wrongfully nor knowingly applied it for purposes other than those authorised by the employer. In interpreting a beneficent provision, the court must be forever alive to the principle that it is the duty of the court to defend the law from clever evasion and defeat and prevent perpetration of a legal fraud."

55. Likewise, contempt of court proceedings have been described as "quasi-criminal" in a long series of judgments. We may point out that the predecessor to the Contempt of Courts Act, 1971, namely, the Contempt of Courts Act, 1952 did not contain any definition of the expression "contempt of court". A Committee was appointed by the Government of India, referred to as the Sanyal Committee, which then went into whether this expression needs to be defined. The Sanyal Committee Report, 1963 then broadly divided contempts into two kinds – civil and criminal contempt – as follows:

"**2.1.** … Broadly speaking, the classification follows the method of dividing contempt into criminal and civil contempts. The Shawcross Committee adopted the same classification on the grounds of convenience. Broadly speaking, civil contempts are contempts which involve a private injury occasioned by disobedience to the judgment, order or other process of the court. On the other hand, criminal contempts are right from their inception in the nature of offences. In *Legal Remembrancer v. Matilal Ghose, I.L.R. 41 Cal. 173 at 252,* Mukerji J. observed thus: "A criminal contempt is conduct that is directed against the dignity and authority of the court. A civil contempt is failure to do something ordered to be done by a court in a civil action for the benefit of the

opposing party therein. Consequently, in the case of a civil contempt, the proceeding for its punishment is at the instance of the party interested and is civil in its character; in the case of a criminal contempt, the proceeding is for punishment of an act committed against the majesty of the law, and, as the primary purpose of the punishment is the vindication of the public authority, the proceedings conform as nearly as possible to proceedings in criminal cases. It is conceivable that the dividing line between the acts constituting criminal and those constituting civil contempts may become indistinct in those cases where the two gradually merge into each other."

2.2. Notwithstanding the existence of a broad distinction between civil and criminal contempts, a large number of cases have shown that the dividing line between the two is almost imperceptible. For instance, in *Dulal Chandra v. Sukumar, A.I.R. 1958 Cal. 474 at 476, 477*, the following observations occur:

> "The line between civil and criminal contempt can be broad as well as thin. Where the contempt consists in mere failure to comply with or carry out an order of a court made for the benefit of a private party, it is plainly civil contempt and it has been said that when the party, in whose interest the order was made, moves the court for action to be taken in contempt against the contemner with a view to an enforcement of his right, the proceeding is only a form of execution. In such a case, there is no criminality in the disobedience, and the contempt, such as it is, is not criminal. If, however, the contemner adds defiance of the court to disobedience of the order and conducts himself in a manner which amounts to obstruction or interference with the course of justice, the contempt committed by him is of a mixed character, partaking as between him and his opponent of the nature of a civil contempt and as between him and the court or the State, of the nature of a criminal contempt. In cases of this type, no clear distinction between civil and criminal contempt can be drawn and the contempt committed cannot be broadly classed as either civil or criminal contempt … To put the matter in other words, a contempt is merely a civil wrong where there has been disobedience of an order made for the benefit of a particular party, but where it has consisted

A in setting the authority of the courts at nought and has had a tendency to invade the efficacy of the machinery maintained by the State for the administration of justice, it is a public wrong and consequently criminal in nature."

2.3. In other words, the question whether a contempt is civil or B criminal is not to be judged with reference to the penalty which may be inflicted but with reference to the cause for which the penalty has been inflicted. …"

(at pages 21-22)

(emphasis supplied)

C

56. The Statement of Objects and Reasons for the Contempt of Courts Act, 1971 expressly states that the said Act was in pursuance of the Sanyal Committee Report as follows:

"**Statement of Objects and Reasons**.—It is generally felt that D the existing law relating to contempt of courts is somewhat uncertain, undefined and unsatisfactory. The jurisdiction to punish for contempt touches upon two important fundamental rights of the citizen, namely, the right to personal liberty and the right to freedom of expression. It was, therefore, considered advisable to have the entire law on the subject scrutinised by a special E committee. In pursuance of this, a Committee was set up in 1961 under the Chairmanship of the late Shri H. N. Sanyal the then Additional Solicitor General. The Committee made a comprehensive examination of the law and problems relating to contempt of Court in the light of the position obtaining in our own F country and various foreign countries. The recommendations which the Committee made took note of the importance given to freedom of speech in the Constitution and of the need for safeguarding the status and dignity of Courts and interests of administration of justice.

G The recommendations of the Committee have been generally accepted by Government after considering the views expressed on those recommendations by the State Governments, Union Territory Administrations the Supreme Court, the High Courts and the Judicial Commissioners. The Bill seeks to give effect to the accepted recommendations of the Sanyal H Committee."

57. The Contempt of Courts Act, 1971 defines "civil contempt" and "criminal contempt" as follows:

> **"2. Definitions.—**In this Act, unless the context otherwise requires,—
>
> xxx xxx xxx
>
> (*b*) "civil contempt" means wilful disobedience to any judgment, decree, direction, order, writ or other process of a court or wilful breach of an undertaking given to a court;
>
> (*c*) "criminal contempt" means the publication (whether by words, spoken or written, or by signs, or by visible representations, or otherwise) of any matter or the doing of any other act whatsoever which—
>
> (*i*) scandalises or tends to scandalise, or lowers or tends to lower the authority of any court; or
>
> (*ii*) prejudices, or interferes or tends to interfere with, the due course of any judicial proceeding; or
>
> (*iii*) interferes or tends to interfere with, or obstructs or tends to obstruct, the administration of justice in any other manner;
>
> xxx xxx xxx"

58. Whether the contempt committed is civil or criminal, the High Court is empowered to try such "offences" whether the person allegedly guilty is within or outside its territorial jurisdiction. Thus, Section 11 of the Contempt of Courts Act, states:

> **"11. Power of High Court to try offences committed or offenders found outside jurisdiction.—**A High Court shall have jurisdiction to inquire into or try a contempt of itself or of any court subordinate to it, whether the contempt is alleged to have been committed within or outside the local limits of its jurisdiction, and whether the person alleged to be guilty of contempt is within or outside such limits."

Punishments awarded for contempt of court, whether civil or criminal, are then dealt with by Section 12 of the Act, which states:

> "**12. Punishment for contempt of court.—**(1) Save as otherwise expressly provided in this Act or in any other law, a contempt of

court may be punished with simple imprisonment for a term which may extend to six months, or with fine which may extend to two thousand rupees, or with both:

Provided that the accused may be discharged or the punishment awarded may be remitted on apology being made to the satisfaction of the court.

Explanation.—An apology shall not be rejected merely on the ground that it is qualified or conditional if the accused makes it bona fide.

(2) Notwithstanding anything contained in any law for the time being in force, no court shall impose a sentence in excess of that specified in sub-section(1) for any contempt either in respect of itself or of a court subordinate to it.

(3) Notwithstanding anything contained in this section, where a person is found guilty of a civil contempt, the court, if it considers that a fine will not meet the ends of justice and that a sentence of imprisonment is necessary shall, instead of sentencing him to simple imprisonment, direct that he be detained in a civil prison for such period not exceeding six months as it may think fit.

(4) Where the person found guilty of contempt of court in respect of any undertaking given to a court is a company, every person who, at the time the contempt was committed, was in charge of, and was responsible to, the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the contempt and the punishment may be enforced with the leave of the court, by the detention in civil prison of each such person:

Provided that nothing contained in this sub-section shall render any such person liable to such punishment if he proves that the contempt was committed without his knowledge or that he exercised all due diligence to prevent its commission.

(5) Notwithstanding anything contained in sub-section (4), where the contempt of court referred to therein has been committed by a company and it is proved that the contempt has been committed with the consent or connivance of, or is attributable to any neglect on the part of, any director, manager, secretary or other officer of

the company, such director, manager, secretary or other officer shall also be deemed to be guilty of the contempt and the punishment may be enforced, with the leave of the court, by the detention in civil prison of such director, manager, secretary or other officer.

Explanation.—For the purpose of sub-sections (4) and (5),—

(*a*) "company" means any body corporate and includes a firm or other association of individuals; and

(*b*) "director", in relation to a firm, means a partner in the firm."

59. In criminal contempt cases, "cognizance" in contempts other than those referred to in Section 14 of the Act is taken by the Supreme Court or the High Court in the manner provided by Section 15. Section 17 then lays down the procedure that is to be followed after cognizance is taken. Finally, by Section 23, the Supreme Court and the High Courts are given the power to make rules, not inconsistent with the provisions of the Act, providing for any matter relating to its procedure.

60. This Court, in **Niaz Mohd. v. State of Haryana**, (1994) 6 SCC 332, spoke of the hybrid nature of a civil contempt as follows:

"**9.** Section 2(*b*) of the Contempt of Courts Act, 1971 (hereinafter referred to as 'the Act') defines "civil contempt" to mean "wilful disobedience to any judgment, decree, direction, order, writ or other process of a court …". Where the contempt consists in failure to comply with or carry out an order of a court made in favour of a party, it is a civil contempt. The person or persons in whose favour such order or direction has been made can move the court for initiating proceeding for contempt against the alleged contemner, with a view to enforce the right flowing from the order or direction in question. …

10. … In *Halsbury's Laws of England*, 4th Edn., Vol. 9, para 53, p. 34, it has been said:

"Although contempt may be committed in the absence of wilful disobedience on the part of the contemner, committal or sequestration will not be order unless the contempt involves a degree of fault or misconduct."

A It has been further stated:

> "In circumstances involving misconduct, civil contempt bears a twofold character, implying as between the parties to the proceedings merely a right to exercise and a liability to submit to a form of civil execution, but as between the party in default and the State, a penal or disciplinary jurisdiction to be exercised by the court in the public interest."
>
> (emphasis supplied)

In **T.N. Godavarman Thirumulpad (102) v. Ashok Khot**, (2006) 5 SCC 1, this Court held:

> "**33.** Proceedings for contempt are essentially personal and punitive. This does not mean that it is not open to the court, as a matter of law to make a finding of contempt against any official of the Government say, Home Secretary or a Minister.
>
> **34.** While contempt proceedings usually have these characteristics and contempt proceedings against a government department or a Minister in an official capacity would not be either personal or punitive (it would clearly not be appropriate to fine or sequester the assets of the Crown or a government department or an officer of the Crown acting in his official capacity), this does not mean that a finding of contempt against a government department or Minister would be pointless. The very fact of making such a finding would vindicate the requirements of justice. In addition, an order for costs could be made to underline the significance of a contempt. A purpose of the court's powers to make findings of contempt is to ensure that the orders of the court are obeyed. This jurisdiction is required to be coextensive with the court's jurisdiction to make orders which need the protection which the jurisdiction to make findings of contempt provides. In civil proceedings the court can now make orders (other than injunctions or for specific performance) against authorised government departments or the Attorney General. On applications for judicial review orders can be made against Ministers. In consequence such orders must be taken not to offend the theory that the Crown can supposedly do no wrong. Equally, if such orders are made and not obeyed, the body against whom the orders were made can be found guilty of contempt without offending that theory, which could be the only

justifiable impediment against making a finding of contempt. (See *M.* v. *Home Office* [(1993) 3 All ER 537 : (1994) 1 AC 377 : (1993) 3 WLR 433 (HL)]).”

(emphasis supplied)

61. The description of contempt proceedings being “quasi-criminal” in nature has its origin in the celebrated Privy Council judgment of **Andre Paul Terence Ambard v. Attorney-General of Trinidad and Tobago**, AIR 1936 PC 141 in which Lord Atkin referred to contempt of court proceedings as quasi-criminal (*see* page 143).

62. In **Sahdeo v. State of U.P.**, (2010) 3 SCC 705, this Court again referred to the “quasi-criminal” nature of contempt proceedings as follows:

“**15.** The proceedings of contempt are quasi-criminal in nature. In a case where the order passed by the court is not complied with by mistake, inadvertence or by misunderstanding of the meaning and purport of the order, unless it is intentional, no charge of contempt can be brought home. There may possibly be a case where *disobedience is accidental*. If that is so, there would be no contempt. [Vide *B.K. Kar* v. *Chief Justice and Justices of the Orissa High Court* [AIR 1961 SC 1367 : (1961) 2 Cri LJ 438] (AIR p. 1370, para 7).]

xxx xxx xxx

18. In *Sukhdev Singh* v. *Teja Singh* [AIR 1954 SC 186 : 1954 Cri LJ 460] this Court placing reliance upon the judgment of the Privy Council in *Andre Paul Terence Ambard* v. *Attorney General of Trinidad and Tabago* [AIR 1936 PC 141], held that the proceedings under the Contempt of Courts Act are quasi-criminal in nature and orders passed in those proceedings are to be treated as orders passed in criminal cases.

19. In *S. Abdul Karim* v. *M.K. Prakash* [(1976) 1 SCC 975 : 1976 SCC (Cri) 217 : AIR 1976 SC 859] , *Chhotu Ram* v. *Urvashi Gulati* [(2001) 7 SCC 530 : 2001 SCC (L&S) 1196] , *Anil Ratan Sarkar* v. *Hirak Ghosh* [(2002) 4 SCC 21 : AIR 2002 SC 1405], *Daroga Singh* v. *B.K. Pandey* [(2004) 5 SCC 26 : 2004 SCC (Cri) 1521] and *All India Anna Dravida Munnetra Kazhagam* v. *L.K. Tripathi* [(2009) 5 SCC 417 : (2009) 2 SCC (Cri) 673 :

AIR 2009 SC 1314] , this Court held that burden and standard of proof in contempt proceedings, being quasi-criminal in nature, is the standard of proof required in criminal proceedings, for the reason that contempt proceedings are quasi-criminal in nature.

20. Similarly, in *Mrityunjoy Das* v. *Sayed Hasibur Rahaman* [(2001) 3 SCC 739 : (2006) 1 SCC (Cri) 296 : AIR 2001 SC 1293] this Court placing reliance upon a large number of its earlier judgments, including *V.G. Nigam* v. *Kedar Nath Gupta* [(1992) 4 SCC 697 : 1993 SCC (L&S) 202 : (1993) 23 ATC 400 : AIR 1992 SC 2153] and *Murray & Co.* v. *Ashok Kumar Newatia* [(2000) 2 SCC 367 : 2000 SCC (Cri) 473 : AIR 2000 SC 833], held that jurisdiction of contempt has been conferred on the Court to punish an offender for his contemptuous conduct or obstruction to the majesty of law, but in the case of quasi-criminal in nature, charges have to be proved beyond reasonable doubt and the alleged contemnor becomes entitled to the benefit of doubt. It would be very hazardous to impose sentence in contempt proceedings on some probabilities.

xxx xxx xxx

27. In view of the above, the law can be summarised that the High Court has a power to initiate the contempt proceedings suo motu for ensuring the compliance with the orders passed by the Court. However, contempt proceedings being quasi-criminal in nature, the same standard of proof is required in the same manner as in other criminal cases. The alleged contemnor is entitled to the protection of all safeguards/rights which are provided in the criminal jurisprudence, including the benefit of doubt. There must be a clear-cut case of obstruction of administration of justice by a party intentionally to bring the matter within the ambit of the said provision. The alleged contemnor is to be informed as to what is the charge, he has to meet. Thus, specific charge has to be framed in precision. The alleged contemnor may ask the Court to permit him to cross-examine the witnesses i.e. the deponents of affidavits, who have deposed against him. In spite of the fact that contempt proceedings are quasi-criminal in nature, provisions of the Code of Criminal Procedure, 1973 (hereinafter called "CrPC") and the Evidence Act are not attracted for the reason that proceedings

have to be concluded expeditiously. Thus, the trial has to be concluded as early as possible. The case should not rest only on surmises and conjectures. There must be clear and reliable evidence to substantiate the allegations against the alleged contemnor. The proceedings must be concluded giving strict adherence to the statutory rules framed for the purpose."

In **Maninderjit Singh Bitta v. Union of India**, (2012) 1 SCC 273, this Court again referred to "civil" and "criminal" contempt as follows:

"**17.** Section 12 of the 1971 Act deals with the contempt of court and its punishment while Section 15 deals with cognizance of criminal contempt. Civil contempt would be wilful breach of an undertaking given to the court or wilful disobedience of any judgment or order of the court, while criminal contempt would deal with the cases where by words, spoken or written, signs or any matter or doing of any act which scandalises, prejudices or interferes, obstructs or even tends to obstruct the due course of any judicial proceedings, any court and the administration of justice in any other manner. Under the English law, the distinction between criminal and civil contempt is stated to be very little and that too of academic significance. However, under both the English and Indian law these are proceedings sui generis.

xxx xxx xxx

19. Under the Indian law the conduct of the parties, the act of disobedience and the attendant circumstances are relevant to consider whether a case would fall under civil contempt or criminal contempt. For example, disobedience of an order of a court simpliciter would be civil contempt but when it is coupled with conduct of the parties which is contemptuous, prejudicial and is in flagrant violation of the law of the land, it may be treated as a criminal contempt. Even under the English law, the courts have the power to enforce its judgment and orders against the recalcitrant parties."

That contempt proceedings are "quasi-criminal" is also stated in **Kanwar Singh Saini v. High Court of Delhi**, (2012) 4 SCC 307 (at paragraph 38) and in **T.C. Gupta v. Bimal Kumar Dutta**, (2014) 14 SCC 446 (at paragraph 10).

63. What is clear from the aforesaid is that though there may not be any watertight distinction between civil and criminal contempt, yet, an analysis of the aforesaid authorities would make it clear that civil contempt is essentially an action which is moved by the party in whose interest an order was made with a view to enforce its personal right, where contumacious disregard for such order results in punishment of the offender in public interest, whereas a criminal contempt is, in essence, a proceeding which relates to the public interest in seeing that the administration of justice remains unpolluted. What is of importance is to note that even in cases of civil contempt, fine or imprisonment or both may be imposed. The mere fact that punishments that are awardable relate to Section 53 of the Indian Penal Code would not, therefore, render a civil contempt proceeding a criminal proceeding. There is a great deal of wisdom in the finding of the Sanyal Committee Report that the question whether a contempt is civil or criminal is not to be judged with reference to the penalty which may be inflicted but with reference to the cause for which the penalty has been inflicted.

64. Clearly, therefore, given the hybrid nature of a civil contempt proceeding, described as "quasi-criminal" by several judgments of this Court, there is nothing wrong with the same appellation "quasi-criminal" being applied to a Section 138 proceeding for the reasons given by us on an analysis of Chapter XVII of the Negotiable Instruments Act. We, therefore, reject the learned Additional Solicitor General's strenuous argument that the appellation "quasi-criminal" is a misnomer when it comes to Section 138 proceedings and that therefore some of the cases cited in this judgment should be given a fresh look.

OTHER SECTIONS OF THE IBC IN RELATION TO SECTION 14 OF THE IBC

65. Shri Mehta then argued that Section 33(5) of the IBC may also be seen, as it is a provision analogous to Section 14(1)(a). Section 33(5) states as follows:

"**33. Initiation of liquidation.—**

xxx xxx xxx

(5) Subject to Section 52, when a liquidation order has been passed, no suit or other legal proceeding shall be instituted by or against the corporate debtor:

Provided that a suit or other legal proceeding may be instituted by the liquidator, on behalf of the corporate debtor, with the prior approval of the Adjudicating Authority.

xxx xxx xxx"

It will be noted that under this Section, the expression "no suit or other legal proceeding" occurs both in the enacting part as well as the proviso. Going by the proviso first, given the object that the liquidator now has to act on behalf of the company after a winding-up order is passed, which includes filing of suits and other legal proceedings on behalf of the company, there is no earthly reason as to why a Section 138/141 proceeding would be outside the ken of the proviso. On the contrary, as the liquidator alone now represents the company, it is obvious that whatever the company could do pre-liquidation is now vested in the liquidator, and in order to realise monies that are due to the company, there is no reason why the liquidator cannot institute a Section 138/141 proceeding against a defaulting debtor of the company. Obviously, this language needs to be construed in the widest possible form as there cannot be any residuary category of "other legal proceedings" which can be instituted against some person other than the liquidator or by the liquidator who now alone represents the company. Given the object of this provision also, what has been said earlier with regard to the non-application of the doctrines of *ejusdem generis* and *noscitur a sociis* would apply with all force to this provision as well.

66. In fact, several other provisions of the IBC may also be looked at in this context. Thus, when it comes to the duties of a resolution professional who takes over the management of the company during the corporate insolvency resolution process, Section 25(2)(b) states as follows:

"**25. Duties of resolution professional.—**

xxx xxx xxx

(2) For the purposes of sub-section (1), the resolution professional shall undertake the following actions, namely—

xxx xxx xxx

(*b*) represent and act on behalf of the corporate debtor with third parties, exercise rights for the benefit of the corporate debtor in judicial, quasi-judicial or arbitration proceedings;

xxx xxx xxx"

Here again, given the fact that it is the resolution professional alone who is now to preserve and protect the assets of the corporate debtor in this interregnum, the resolution professional therefore is to represent and act on behalf of the corporate debtor in all judicial, quasi-judicial, or arbitration proceedings, which would include criminal proceedings. Here again, the word "judicial" cannot be construed *noscitur a sociis* so as to cut down its plain meaning, as otherwise, quasi-judicial or arbitration proceedings, not being criminal proceedings, the word "judicial" would then take colour from them. This would stultify the object sought to be achieved by Section 25 and result in an absurdity, namely, that during this interregnum, nobody can represent or act on behalf of the corporate debtor in criminal proceedings. Likewise, if a corporate debtor cannot be taken over by a new management and has to be condemned to liquidation, the powers and duties of the liquidator, while representing the corporate debtor, are enumerated in Section 35. Section 35(1)(k), in particular, states as follows:

> "**35. Powers and duties of liquidator.—**(1) Subject to the directions of the Adjudicating Authority, the liquidator shall have the following powers and duties, namely:—
>
> xxx xxx xxx
>
> (*k*) to institute or defend any suit, prosecution or other legal proceedings, civil or criminal, in the name of on behalf of the corporate debtor;
>
> xxx xxx xxx"

This provision specifically speaks of "prosecution" and "criminal proceedings". Contrasted with Section 25(2)(b) and Section 33(5), an argument could be made that the absence of the expressions "prosecution" and "criminal proceedings" in Section 25(2)(b) and Section 33(5) would show that they were designedly eschewed by the legislature. We have seen how inelegant drafting cannot lead to absurd results or results which stultify the object of a provision, given its otherwise wide language. Thus, nothing can be gained by juxtaposing various provisions against each other and arriving at conclusions that are plainly untenable in law.

CASE LAW UNDER PROVISIONS OF OTHER STATUTES

67. Shri Mehta then relied strongly upon judgments under Section 22(1) of the SICA and under Section 446(2) of the Companies Act, 1956. He relied upon **BSI Ltd. v. Gift Holdings (P) Ltd.**, (2000) 2 SCC 737, which judgment held that the expression "suit" in Section 22(1) of the SICA would not include a Section 138 proceeding. The Court was directly concerned with only this expression and, therefore, held:

> "**19.** The said contention is also devoid of merits. The word "suit" envisaged in Section 22(1) cannot be stretched to criminal prosecutions. The suit mentioned therein is restricted to "recovery of money or for enforcement of any security against the industrial company or of any guarantee in respect of any loans or advance granted to the industrial company". As the suit is clearly delineated in the provision itself, the context would not admit of any other stretching process.
>
> **20.** A criminal prosecution is neither for recovery of money nor for enforcement of any security etc. Section 138 of the NI Act is a penal provision the commission of which offence entails a conviction and sentence on proof of the guilt in duly conducted criminal proceedings. Once the offence under Section 138 is completed the prosecution proceedings can be initiated not for recovery of the amount covered by the cheque but for bringing the offender to penal liability. What was considered in *Maharashtra Tubes Ltd.* [(1993) 2 SCC 144] is whether the remedy provided in Section 29 or Section 31 of the State Finance Corporation Act, 1951 could be pursued notwithstanding the ban contained in Section 22 of SICA. Hence the legal principle adumbrated in the said decision is of no avail to the appellants.
>
> **21.** In the above context it is pertinent to point out that Section 138 of the NI Act was introduced in 1988 when SICA was already in vogue. Even when the amplitude of the word "company" mentioned in Section 141 of the NI Act was widened through the explanation added to the Section, Parliament did not think it necessary to exclude companies falling under Section 22 of SICA from the operation thereof. If Parliament intended to exempt sick companies from prosecution proceedings, necessary provision would have been included in Section 141 of the NI Act. More

A significantly, when Section 22(1) of SICA was amended in 1994 by inserting the words

> "and no suit for the recovery of money or for the enforcement of any security against the industrial company or of any guarantee in respect of any loans or advance granted to the
B industrial company"

Parliament did not specifically include prosecution proceedings within the ambit of the said ban."

This case is wholly distinguishable as the word "proceedings" did not come up for consideration at all. Further, given the object of Section
C 22(1) of the SICA, which was amended in 1994 by inserting the words that were interpreted by this Court, parliament restricted proceedings only to suits for recovery of money etc., thereby expressly not including prosecution proceedings, as was held by this Court. The observations contained in paragraph 20, that Section 138 of the Negotiable Instruments
D Act is a penal provision in a criminal proceeding cannot now be said to be good law given the march of events, in particular, the amendments of 2002 and 2018 to the Negotiable Instruments Act, as pointed out hereinabove, and the later judgments of this Court interpreting Chapter XVII of the Negotiable Instruments Act.

E 68. The next decision relied upon by Shri Mehta is the judgment in **Kusum Ingots & Alloys Ltd. v. Pennar Peterson Securities Ltd.**, (2000) 2 SCC 745, which merely followed this judgment (*see* paragraphs 15-18).

69. Likewise, all the judgments cited under Section 446(2) of the
F Companies Act, 1956 are distinguishable. Section 446(2) states as follows:

> "**446. Suits stayed on winding up order**.—
>
> xxx xxx xxx
>
> (2) The Tribunal shall, notwithstanding anything contained in any
G other law for the time being in force, have jurisdiction to entertain, or dispose of—
>
> (*a*) any suit or proceeding by or against the company;
>
> (*b*) any claim made by or against the company (including claims by or against any of its branches in India);

H

(*c*) any application made under Section 391 by or in respect of the company;

(*d*) any question of priorities or any other question whatsoever, whether of law or fact, which may relate to or arise in course of the winding up of the company;

whether such suit or proceeding has been instituted or is instituted, or such claim or question has arisen or arises or such application has been made or is made before or after the order for the winding up of the company, or before or after the commencement of the Companies (Amendment) Act, 1960.

xxx xxx xxx"

70. In **S.V. Kandeakar v. V.M. Deshpande**, (1972) 1 SCC 438["**S.V. Kandeakar**"], this Court explained why income tax proceedings would be outside the purview of Section 446(2) as follows:

"**17.** Turning now to the Income Tax Act it is noteworthy that Section 148 occurs in Chapter XIV which beginning with Section 139 prescribes the procedure for assessment and Section 147 provides for assessment or reassessment of income escaping assessment. This Section empowers the Income Tax Officer concerned subject to the provisions of Sections 148 to 153 to assess or re-assess escaped income. While holding these assessment proceedings the Income Tax Officer does not, in our view, perform the functions of a Court as contemplated by Section 446(2) of the Act. Looking at the legislative history and the scheme of the Indian Companies Act, particularly the language of Section 446, read as a whole, it appears to us that the expression "other legal proceeding" in sub-section (1) and the expression "legal proceeding" in sub-section (2) convey the same sense and the proceedings in both the sub-sections must be such as can appropriately be dealt with by the winding up court. The Income Tax Act is, in our opinion, a complete code and it is particularly so with respect to the assessment and re-assessment of income tax with which alone we are concerned in the present case. The fact that after the amount of tax payable by an assessee has been determined or quantified its realisation from a company in liquidation is governed by the Act because the income tax payable also being a debt has to rank pari passu with other debts due from the company

A does not mean that the assessment proceedings for computing the amount of tax must be held to be such other legal proceedings as can only be started or continued with the leave of the liquidation court under Section 446 of the Act. The liquidation court, in our opinion, cannot perform the functions of Income Tax Officers while assessing the amount of tax payable by the assessees even if the assessee be the company which is being wound up by the Court. The orders made by the Income Tax Officer in the course of assessment or re-assessment proceedings are subject to appeal to the higher hierarchy under the Income Tax Act. There are also provisions for reference to the High Court and for appeals from the decisions of the High Court to the Supreme Court and then there are provisions for revision by the Commissioner of Income Tax. It would lead to anomalous consequences if the winding up court were to be held empowered to transfer the assessment proceedings to itself and assess the company to income tax. The argument on behalf of the appellant by Shri Desai is that the winding up court is empowered in its discretion to decline to transfer the assessment proceedings in a given case but the power on the plain language of Section 446 of the Act must be held to vest in that court to be exercised only if considered expedient. We are not impressed by this argument. The language of Section 446 must be so construed as to eliminate such startling consequences as investing the winding up court with the powers of an Income Tax Officer conferred on him by the Income Tax Act, because in our view the legislature could not have intended such a result.

18. The argument that the proceedings for assessment or re-assessment of a company which is being wound up can only be started or continued with the leave of the liquidation court is also, on the scheme both of the Act and of the Income Tax Act, unacceptable. We have not been shown any principle on which the liquidation court should be vested with the power to stop assessment proceedings for determining the amount of tax payable by the company which is being wound up. The liquidation court would have full power to scrutinise the claim of the revenue after income tax has been determined and its payment demanded from the liquidator. It would be open to the liquidation court then to decide how far under the law the amount of income tax determined by the Department should be accepted as a lawful liability on the

> funds of the company in liquidation. At that stage the winding up court can fully safeguard the interests of the company and its creditors under the Act. Incidentally, it may be pointed out that at the Bar no English decision was brought to our notice under which the assessment proceedings were held to be controlled by the winding up court. On the view that we have taken, the decisions in the case of *Seth Spinning Mills Ltd.,* (*In Liquidation*) and the *Mysore Spun Silk Mills Ltd.,* (*In Liquidation*) do not seem to lay down the correct rule of law that the Income Tax Officers must obtain leave of the winding up court for commencing or continuing assessment or re-assessment proceedings."

From this judgment, what becomes clear is the fact that the winding-up court under Section 446(2) is to take up all matters which the company court itself can conveniently dispose of rather than exposing a company which is under winding up to expensive litigation in other courts. This being the object of Section 446(2), the expression "proceeding" was given a limited meaning as it is obvious that a company court cannot dispose of an assessment proceeding in income tax or a criminal proceeding. This is further made clear in **Sudarshan Chits (I) Ltd. v. O. Sukumaran Pillai**, (1984) 4 SCC 657 (at paragraph 8) and in **Central Bank of India v. Elmot Engineering Co.**, (1994) 4 SCC 159 (at paragraph 14).

71. Shri Mehta also relied upon **D.K. Kapur v. Reserve Bank of India**, 2001 SCC OnLine Del 67 : (2001) 58 DRJ 424 (DB). This judgment referred to Section 446(1) and (2) of the Companies Act, 1956 and contrasted the language contained therein with the language contained in Section 457 of the same Act, which made it clear that the liquidator in a winding up by the court shall have power, with the sanction of the court, to institute or defend any suit, prosecution, or other legal proceeding, civil or criminal, in the name and on behalf of the company. Thus, the Delhi High Court held:

> "**12.** Mere look at the aforesaid provisions would show that on the one hand, in Section 457 of the Act, the legislature has empowered the liquidator to institute or defend any 'suit' or 'prosecution' or 'other legal proceedings' civil or criminal in the name and on behalf of company after permission from the court; and by Section 454 (5A) of the Act the legislature has empowered the Company Court itself to take cognizance of the offence under

A sub-section (5) of Section 454 of the Act and to try such offenders as per the procedure provided for trial of summons cases under the Code of Criminal Procedure, 1974; but on the other hand in Sections 442 and 446 of the Act the legislature has used only the expression "suit or other legal proceedings". The words "prosecution" or "criminal case" are conspicuously missing in these B Sections. It appears quite logical as purpose and object of Sections 442 and 446 of the Act is to enable the Company Court to oversee the affairs of the company and to avoid wasteful expenditure. Therefore the intention of the legislature under these Sections does not appear to provide jurisdiction to the Company Court over C criminal proceedings either against the company or against its directors. Wherever legislature thought it necessary to provide such jurisdiction it has used the appropriate expressions."

It then set out the judgment in **S.V. Kandeakar** (supra) in paragraph 14, and concluded:

D "**15.** The reasoning adopted by the Supreme Court in the above case would be fully applicable to the facts at hand. Complaints under the penal provisions of other statutes against the company or its directors, (except those provided under the Companies Act) cannot be appropriately dealt with by the Company Court. Orders E passed by the criminal court are subject to the appeal and revision etc. under the Code of Criminal Procedure. If the winding up court is held to be empowered to transfer these criminal proceedings to itself it would lead to anomalous consequences."

It was in this context that the Court therefore ultimately held:

F "**20.** … The expression "other legal proceedings" must be read in *ejusdem generis* with the expression "suit" in Section 446 of the Act. If so read it can only refer to any civil proceedings and criminal proceedings have to be excluded. Therefore, no permission was required to be taken from Company Court for filing criminal G complaint either against the company or against its directors."

72. Shri Mehta's reliance on **Indorama Synthetics (I) Ltd. v. State of Maharashtra**, 2016 SCC OnLine Bom 2611 : (2016) 4 Mah LJ 249, is also misplaced, for the reason that the finding of the Bombay High Court that Section 138 proceedings were not included in Section 446 of the Companies Act only follows the reasoning of the earlier H

judgments on the scope of Section 446 of the Companies Act. Significantly, given the object of Section 446 of the Companies Act, it was held that a Section 138 proceeding is not a proceeding which has a direct bearing on the collection or distribution of assets in the winding up of a company. The ultimate conclusion of the court is contained in paragraph 30, which reads as follows:

> "**30.** Thus, there is a long line of decisions making the position clear that the expression 'suit or legal proceedings', used in Section 446(1) of the Companies Act, can mean only those proceedings which can have a bearing on the assets of the companies in winding-up or have some relation with the issue in winding-up. It does not mean each and every civil proceedings, which has no bearing on the winding-up proceedings, or criminal offences where the Director of the Company is presently liable for penal action."

73. As the language, object, and context of Section 22(1) of the SICA and Section 446(2) of the Companies Act are far removed from Section 14(1) of the IBC, none of the aforesaid judgments have any application to Section 14 of the IBC and are therefore distinguishable.

74. Shri Mehta then relied upon **Power Grid Corporation of India Ltd. v. Jyoti Structures Ltd.**, 2017 SCC OnLine Del 12189 : (2018) 246 DLT 485, in which the Delhi High Court held that a Section 34 application to set aside an award under the Arbitration and Conciliation Act, 1996 would not be covered by Section 14 of the IBC. This judgment does not state the law correctly as it is clear that a Section 34 proceeding is certainly a proceeding against the corporate debtor which may result in an arbitral award against the corporate debtor being upheld, as a result of which, monies would then be payable by the corporate debtor. A Section 34 proceeding is a proceeding against the corporate debtor in a court of law pertaining to a challenge to an arbitral award and would be covered just as an appellate proceeding in a decree from a suit would be covered. This judgment does not, therefore, state the law correctly.

75. Shri Mehta then relied upon **Inderjit C. Parekh v. V.K. Bhatt**, (1974) 4 SCC 313. This judgment dealt with a moratorium provision contained in the Bombay Relief Undertakings (Special Provisions) Act, 1958. In the context of a prosecution under paragraph 76(a) of the Employees' Provident Fund Scheme, 1952 this Court held:

A "**6.** The object of Section 4(1)(*a*)(*iv*) is to declare, so to say, a moratorium on actions against the undertaking during the currency of the notification declaring it to be a relief undertaking. By sub-clause (*iv*), any remedy for the enforcement of an obligation or liability against the relief undertaking is suspended and proceedings which are already commenced are to be stayed during the operation of the notification. Under Section 4(*b*), on the notification ceasing to have force, such obligations and liabilities revive and become enforceable and the proceedings which are stayed can be continued. These provisions are aimed at resurrecting and rehabilitating industrial undertakings brought by inefficiency or mismanagement to the brink of dissolution, posing thereby the grave threat of unemployment of industrial workers. "Relief undertaking" means under Section 2(2) an industrial undertaking in respect of which a declaration under Section 3 is in force. By Section 3, power is conferred on the State Government to declare an industrial undertaking as a relief undertaking, "as a measure of preventing unemployment or of unemployment relief". Relief undertakings, so long as they continue as such, are given immunity from legal actions so as to render their working smooth and effective. Such undertakings can be run more effectively as a measure of unemployment relief, if the conduct of their affairs is unhampered by legal proceedings or the threat of such proceedings. That is the genesis and justification of Section 4(1)(*a*)(*iv*) of the Act.

7. Thus, neither the language of the statute nor its object would justify the extension of the immunity so as to cover the individual obligations and liabilities of the directors and other officers of the undertaking. If they have incurred such obligations or liabilities, as distinct from the obligations or liabilities of the undertaking, they are liable to be proceeded against for their personal acts of commission and omission. The remedy in that behalf cannot be suspended nor can a proceeding already commenced against them in their individual capacity be stayed. Indeed, it would be strange if any such thing was within the contemplation of law. Normally, the occasion for declaring an industry as a relief undertaking would arise out of causes connected with defaults on the part of its directors and other officers. To declare a moratorium on legal actions against persons whose activities have necessitated the

issuance of a notification in the interest of unemployment relief is to give to such persons the benefit of their own wrong. Section 4(1)(*a*)(*iv*) therefore advisedly limits the power of the State Government to direct suspension of remedies and stay of proceedings involving the obligations and liabilities in relation to a relief undertaking and which were incurred before the undertaking was declared a relief undertaking.

8. Para 38(1) of the Employees' Provident Funds Scheme, 1952 imposes an obligation on "The employer" to pay the provident fund contribution to the Fund within 15 days of the close of every month. The Scheme does not define "Employee" but para 2(*m*) says that words and expressions which are not defined by the Scheme shall have the meaning assigned to them in the Employees' Provident Funds Act. Section 2(*e*)(*ii*) of that Act defines an "Employer", to the extent material, as the person who, or the authority which, has the ultimate control over the affairs of an establishment and where the said affairs are entrusted to a manager, managing director or managing agent, such manager, managing director or managing agent. Thus the responsibility to pay the contributions to the Fund was of the appellants and if they have defaulted in paying the amount, they are liable to be prosecuted under para 76(*a*) of the Scheme which says that if any person fails to pay any contribution which he is liable to pay under the Scheme, he shall be punishable with six months' imprisonment or with fine which may extend to one thousand rupees or with both. Such a personal liability does not fall within the scope of Section 4(1)(*a*)(*iv*) of the Act."

Significantly, this Court did not hold that the moratorium provision would not extend to criminal liability. On the contrary, on the assumption that it would so extend, a distinction was made between personal liability of the Directors of the undertaking and the undertaking itself, stating that as the "employer" under the Employees' Provident Fund Scheme would only refer to those individuals managing the relief undertaking and not the relief undertaking itself, the personal liability of such persons would not fall within the scope of the moratorium provision. This judgment also, therefore, does not, in any manner, support Shri Mehta.

76. Lastly, Shri Mehta relied upon **Deputy Director, Directorate of Enforcement Delhi v. Axis Bank**, 2019 SCC OnLine Del 7854 :

(2019) 259 DLT 500, and in particular, on paragraphs 127, 128, and 146 to 148 for the proposition that an offence under the Prevention of Money-Laundering Act could not be covered under Section 14(1)(a). The Delhi High Court's reasoning is contained in paragraphs 139 and 141, which are set out hereinbelow:

> "**139.** From the above discussion, it is clear that the objects and reasons of enactment of the four legislations are distinct, each operating in different field. There is no overlap. While RDBA has been enacted to provide for speedier remedy for banks and financial institutions to recover their dues, SARFAESI Act (with added chapter on registration of secured creditor) aims at facilitating the secured creditors to expeditiously and effectively enforce their security interest. In each case, the amount to be recovered is "*due*" to the claimant i.e. the banks or the financial institutions or the secured creditor, as the case may be, the claim being against the debtor (or his guarantor). The Insolvency Code, in contrast, seeks to primarily protect the interest of creditors by entrusting them with the responsibility to seek resolution through a professional (RP), failure on his part leading eventually to the liquidation process."
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> xxx xxx xxx
>
> "**141.** This court finds it difficult to accept the proposition that the jurisdiction conferred on the State by PMLA to confiscate the "*proceeds of crime*" concerns a property the value whereof is "*debt*" due or payable to the Government (Central or State) or local authority. The Government, when it exercises its power under PMLA to seek attachment leading to confiscation of proceeds of crime, does not stand as a creditor, the person alleged to be complicit in the offence of money-laundering similarly not acquiring the status of a debtor. The State is not claiming the prerogative to deprive such offender of ill-gotten assets so as to be perceived to be sharing the loot, not the least so as to levy tax thereupon such as to give it a colour of legitimacy or lawful earning, the idea being to take away what has been illegitimately secured by proscribed criminal activity."

This *raison d'être* is completely different from what has been advocated by Shri Mehta. The confiscation of the proceeds of crime is

by the government acting statutorily and not as a creditor. This judgment, again, does not further his case.

WHETHER NATURAL PERSONS ARE COVERED BY SECTION 14 OF THE IBC

77. As far as the Directors/persons in management or control of the corporate debtor are concerned, a Section 138/141 proceeding against them cannot be initiated or continued without the corporate debtor – *see***Aneeta Hada** (supra). This is because Section 141 of the Negotiable Instruments Act speaks of persons in charge of, and responsible to the company for the conduct of the business of the company, as well as the company. The Court, therefore, in **Aneeta Hada** (supra) held as under:

> "**51.** We have already opined that the decision in *Sheoratan Agarwal* [(1984) 4 SCC 352 : 1984 SCC (Cri) 620] runs counter to the ratio laid down in *C.V. Parekh* [(1970) 3 SCC 491 : 1971 SCC (Cri) 97] which is by a larger Bench and hence, is a binding precedent. On the aforesaid ratiocination, the decision in *Anil Hada* [(2000) 1 SCC 1 : 2001 SCC (Cri) 174] has to be treated as not laying down the correct law as far as it states that the Director or any other officer can be prosecuted without impleadment of the company. Needless to emphasise, the matter would stand on a different footing where there is some legal impediment and the doctrine of *lex non cogit ad impossibilia* gets attracted."
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> xxx xxx xxx
>
> "**56.** We have referred to the aforesaid passages only to highlight that there has to be strict observance of the provisions regard being had to the legislative intendment because it deals with penal provisions and a penalty is not to be imposed affecting the rights of persons, whether juristic entities or individuals, unless they are arrayed as accused. It is to be kept in mind that the power of punishment is vested in the legislature and that is absolute in Section 141 of the Act which clearly speaks of commission of offence by the company. The learned counsel for the respondents have vehemently urged that the use of the term "as well as" in the Section is of immense significance and, in its tentacle, it brings in the company as well as the Director and/or other officers who are responsible for the acts of the company and, therefore, a

A prosecution against the Directors or other officers is tenable even if the company is not arraigned as an accused. The words "as well as" have to be understood in the context."

xxx xxx xxx

B "**58.** Applying the doctrine of strict construction, we are of the considered opinion that commission of offence by the company is an express condition precedent to attract the vicarious liability of others. Thus, the words "as well as the company" appearing in the Section make it absolutely unmistakably clear that when the company can be prosecuted, then only the persons mentioned in C the other categories could be vicariously liable for the offence subject to the averments in the petition and proof thereof. One cannot be oblivious of the fact that the company is a juristic person and it has its own respectability. If a finding is recorded against it, it would create a concavity in its reputation. There can be situations when the corporate reputation is affected when a Director is D indicted.

59. In view of our aforesaid analysis, we arrive at the irresistible conclusion that for maintaining the prosecution under Section 141 of the Act, arraigning of a company as an accused is imperative. The other categories of offenders can only be brought E in the drag-net on the touchstone of vicarious liability as the same has been stipulated in the provision itself. We say so on the basis of the ratio laid down in *C.V. Parekh* [(1970) 3 SCC 491 : 1971 SCC (Cri) 97] which is a three-Judge Bench decision. Thus, the view expressed in *Sheoratan Agarwal* [(1984) 4 SCC F 352 : 1984 SCC (Cri) 620] does not correctly lay down the law and, accordingly, is hereby overruled. The decision in *Anil Hada* [(2000) 1 SCC 1 : 2001 SCC (Cri) 174] is overruled with the qualifier as stated in para 51. The decision in *Modi Distillery* [(1987) 3 SCC 684 : 1987 SCC (Cri) 632] has to be treated to be restricted to its own facts as has been explained by us G hereinabove."

Since the corporate debtor would be covered by the moratorium provision contained in Section 14 of the IBC, by which continuation of Section 138/141 proceedings against the corporate debtor and initiation of Section 138/141 proceedings against the said debtor during the H

corporate insolvency resolution process are interdicted, what is stated in paragraphs 51 and 59 in **Aneeta Hada** (supra) would then become applicable. The legal impediment contained in Section 14 of the IBC would make it impossible for such proceeding to continue or be instituted against the corporate debtor. Thus, for the period of moratorium, since no Section 138/141 proceeding can continue or be initiated against the corporate debtor because of a statutory bar, such proceedings can be initiated or continued against the persons mentioned in Section 141(1) and (2) of the Negotiable Instruments Act. This being the case, it is clear that the moratorium provision contained in Section 14 of the IBC would apply only to the corporate debtor, the natural persons mentioned in Section 141 continuing to be statutorily liable under Chapter XVII of the Negotiable Instruments Act.

CONCLUSION

78. In conclusion, disagreeing with the Bombay High Court and the Calcutta High Court judgments in **Tayal Cotton Pvt. Ltd. v. State of Maharashtra**, 2018 SCC OnLine Bom 2069 : (2019) 1 Mah LJ 312 and **M/s MBL Infrastructure Ltd. v. Manik Chand Somani**, CRR 3456/2018 (Calcutta High Court; decided on 16.04.2019), respectively, we hold that a Section 138/141 proceeding against a corporate debtor is covered by Section 14(1)(a) of the IBC.

79. Resultantly, the civil appeal is allowed and the judgment under appeal is set aside. However, the Section 138/141 proceedings in this case will continue both against the company as well as the appellants for the reason given by us in paragraph 77 above as well as the fact that the insolvency resolution process does not involve a new management taking over. We may also note that the moratorium period has come to an end in this case.

Criminal Appeal arising out of SLP (Criminal) Diary No.32585 of 2019

1. Delay condoned. Leave granted.

2. Shri S. Nagamuthu, learned Senior Advocate appearing on behalf of the appellant, has made various submissions before us. Suffice it to state that his first submission is that as a moratorium is imposed against the corporate debtor w.e.f. 10.07.2017, the Section 138 complaint that was preferred on 19.09.2017 must be quashed.

A 3. On the facts of this case, three cheques – for INR 25,00,000/- dated 31.05.2017, for INR 25,00,000/- dated 30.06.2017, and for INR 23,51,408/- dated 31.07.2017 were issued by the appellant in favour of the respondent. Before the cheques could be presented for payment, on 10.07.2017, the Adjudicating Authority admitted a petition by an operational creditor under Section 9 of the IBC and imposed a moratorium under B Section 14. The three cheques were presented for payment, but were returned citing "insufficient funds" as the reason on 04.08.2017. The legal notice to initiate proceedings under Section 138 of the Negotiable Instruments Act was issued by the respondent on 12.08.2017. As no payment was forthcoming within the time specified, the respondent C preferred a complaint against the corporate debtor alone on 19.09.2017.

4. The respondent did not dispute the aforesaid dates, only reiterating that the High Court was right in dismissing a quash petition filed by the appellant under Section 482 of the CrPC.

D 5. Since the complaint that has been filed in the present case is against the corporate debtor alone, without joining any of the persons in charge of and responsible for the conduct of the business of the corporate debtor, the complaint needs to be quashed, given our judgment in Civil Appeal No.10355 of 2018. The judgment under appeal, dated 02.04.2019, is therefore set aside and the appeal is allowed.

E

Criminal Appeals arising out of SLP (Criminal) Nos.10587/2019, 10857/2019, 10550/2019, 10858/2019, 10860/2019, 10861/2019, 10446/2019.

1. Leave granted.

F

2. On the facts of these cases, all the complaints filed by different creditors of the same appellant under Section 138 read with Section 141 of the Negotiable Instruments Act were admittedly filed long before the Adjudicating Authority admitted a petition under Section 7 of the IBC and imposed moratorium on 19.03.2019.

G

3. Given our judgment in Civil Appeal No.10355 of 2018, the said moratorium order would not cover the appellant in these cases, who is not a corporate debtor, but a Director thereof. Thus, the impugned order issuing a proclamation under Section 82 CrPC cannot be faulted with on this ground. The appeals are therefore dismissed.

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Criminal Appeal arising out of SLP (Criminal) Nos.2246-2247 of 2020

1. Leave granted.

2. In this case, the two complaints dated 12.03. 2018 and 14.03.2018 under Section 138 read with Section 141 of the Negotiable Instruments Act were filed by the respondent against the corporate debtor along with persons in charge of and responsible for the conduct of business of the corporate debtor. On 14.02.2020, the Adjudicating Authority admitted a petition under Section 9 of the IBC against the corporate debtor and imposed a moratorium. The impugned interim order dated 20.02.2020 is for the issuance of non-bailable warrants against two of the accused individuals.

3. Given our judgment in Civil Appeal No.10355 of 2018, the moratorium provision not extending to persons other than the corporate debtor, this appeal also stands dismissed.

Criminal Appeal arising out of SLP (Criminal) No.2496 of 2020

1. Leave granted.

2. In the present case, a complaint under Section 138 read with Section 141 of the Negotiable Instruments Act was filed by Respondent No.1 against the corporate debtor together with its Managing Director and Director on 15.05.2018. It is only thereafter that a petition under Section 9 of the IBC, filed by Respondent No.1, was admitted by the Adjudicating Authority and a moratorium was imposed on 30.10.2018. The impugned judgment dated 16.10.2019 held that a petition under Section 482, CrPC to quash the said proceeding would be rejected as Section 14 of the IBC did not apply to Section 138 proceedings.

3. The impugned judgment is set aside in view of our judgment in Civil Appeal No.10355 of 2018, and the complaint is directed to be continued against the Managing Director and Director, respectively.

Criminal Appeal arising out of SLP (Criminal) No.3500 of 2020

1. Leave granted.

2. The complaint in the present case was filed by the respondent on 28.07.2016. An application under Section 7, IBC was admitted by the Adjudicating Authority only on 20.02.2018 and moratorium imposed on the same date. The impugned judgment rejected a petition under Section

A 482 of the CrPC on the ground that Section 138 proceedings are not covered by Section 14 of the IBC.

3. The impugned judgment is set aside in view of our judgment in Civil Appeal No.10355 of 2018, and the complaint is directed to be continued against the appellant.

B **Criminal Appeal arising out of SLP (Criminal) No.5638-5651/2020, 5653-5668/2020**

Leave granted.

In these appeals, the appellants have approached us directly from the learned Magistrate's impugned orders. The learned Magistrate has held that Section 14 of the IBC would not cover proceedings under Section 138 of the Negotiable Instruments Act. As a result, warrants of attachment have been issued under Section 431 read with Section 421 CrPC against various accused persons, including the corporate debtor and persons who are since deceased. While setting aside the impugned judgments, given our judgment in Civil Appeal No.10355 of 2018, we remand these cases to the Magistrate to apply the law laid down by us in Civil Appeal No.10355 of 2018, and thereafter decide all other points that may arise in these cases in accordance with law.

Writ Petition (Criminal) Nos.330/2020, 339/2020, Writ Petition (Civil) No.982/2020, Writ Petition (Criminal) Nos.297/2020, 342/2020, Writ Petition (Civil) No.1417/2020, 1439/2020, 18/2021, Writ Petition (Criminal) No.9/2021, 26/2021.

1. All these writ petitions have been filed under Article 32 of the Constitution of India by erstwhile Directors/persons in charge of and responsible for the conduct of the business of the corporate debtor. They are all premised upon the fact that Section 138 proceedings are covered by Section 14 of the IBC and hence, cannot continue against the corporate debtor and consequently, against the petitioners.

2. Given our judgment in Civil Appeal No.10355 of 2018, all these writ petitions have to be dismissed in view of the fact that such proceedings can continue against erstwhile Directors/persons in charge of and responsible for the conduct of the business of the corporate debtor.

Divya Pandey Matters disposed of.