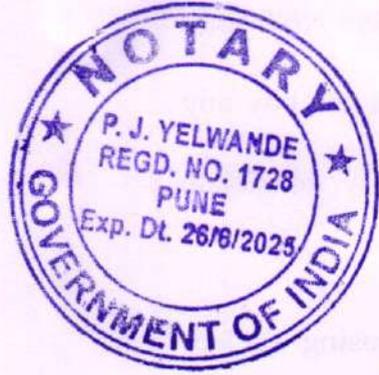


BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW
DELHI, WESTERN ZONE, BENCH AT PUNE



Original Application No. 110/2022 (WZ)

Mr. Nagesh V. Dhamale _____ Applicant

V/s

Environment Dept. Maharashtra & Others _____ Respondents

REPLY FILED ON BEHALF OF THE RESPONDENT No.8

The address for service of Respondent No.8 is that of their Councils Mr. Sameer Khale, Manoj Pimpalgaonkar, Advocates, having office at 874, Budhwar Peth, Pune 411 002 and email address manojppimpalgaonkar@gmail.com

The Respondent above named most respectfully submits as under:

- 1) That present application is illegal, vexatious so far as the relief sought against present Respondent is concerned. In that view of the matter present application and relief prayed against the Respondent No.8 is nothing but unjust and hence required to be rejected.
- 2) That no cause of action ever aroused against present Respondent to file present application and on this ground also present application deserves to be dismissed Respondent No.8.

- 3) Without prejudice, present Respondent prefers its say as follows. At the outset original application is not maintainable against present Respondent No.8 since it has neither violated the environmental rules and regulations nor by any stretch of imagination said to have instigated the Respondent No.7 to violate the environmental rules and regulations.
- 4) It is submitted that present Respondent is a registered housing society comprising of residential and commercial units on ownership basis, who is representing its members i.e. flat purchasers. Said housing project has been constructed by the Respondent No.7 with the approval of the Respondent No.6. In this process the Respondent No.7 applied to the Respondent No.6 for permission to construct on the piece of land bearing S. No. 257, Hissa No. 1/2/1 Village Wakad, Taluka Mulashi, District Pune. Whereas the Respondent No.6 had duly approved layout plans of the entire project submitted by the Respondent No.7 and accordingly issued Commencement Certificate bearing No. B.P/Wakad/69/2013 dated 04/07/2013. Said sanctioned layout plan comprises of total 4 towers each having 10 floors and totaling to 179 flats and 10 commercial units as well as twin bungalow and club house.
- 5) It is submitted that the Respondent No.7 promoted said housing project by inviting public at large. At the site of the project the Respondent No.7 demonstrated the proposed project to the flat purchasers and gave broacher of the said project. A copy of broacher annexed herewith and marked as 'Annexure A'.
- 6) It is submitted that while purchasing the flats the Respondent No.7 had shown all Title Documents as well as sanctioned Layout and building plans and building permissions

to the flat purchasers. Hence relied upon the same the flat purchasers have booked their flats. Copies of sanctioned Layout and building plans and building permissions annexed herewith and marked as 'Annexure B'.

- 7) It is submitted that after perusing the said sanctioned Layout, and building permission issued by the Respondent No.6, the members of the Respondent No.8 have entered into registered booking agreements in respect of their respective flats. A copy of booking agreement annexed herewith and marked as 'Annexure C'.
- 8) It is submitted that the Respondent no.7 had completed entire construction and handed over the possession to respective purchasers in the year 2018 itself. All flat purchasers are the members of the Respondent No.8 society. All members had executed registered their individual agreement in the year 2013 onwards under RERA and paid entire consideration of their respective flat to the Respondent No.7. Accordingly all members/flat purchasers are in occupation of their respective flat since 2018. They are regularly paying electricity bills and property tax to the Respondent no.6. Copies of electricity bill and property tax bill annexed herewith and marked as 'Annexure D'.
- 9) It is submitted that after having occupying respective flats, the members of the Respondent No.8 have found several construction defects as well as inadequate amenities and hence the Respondent No.8, on behalf of its members had filed complaint under RERA against the Respondent No.7 for rectification of defects as well as Occupation Certificate and Conveyance Deed. In this way the flat purchasers are already victim of misery and injustice at the hand of the Respondent No.7. A copy of complaint filed before RERA annexed herewith and marked as 'Annexure E'.



10) In this connection it is pertinent to note that the members of the Respondent No.8 are innocent flat purchasers who were in dire need of house and hence they have invested their lifetime investment in their flat. They had availed huge amount of loan from the banks to pay balance consideration to the Respondent No.7. While purchasing the flat the members of the Respondent No.8 have taken care to inquire and scrutinize sanctioned layout plan, building plans, building permissions and the Commencement Certificate issued by the Respondent no.6. It is submitted that as a genuine flat purchasers, the members of the Respondent No.8 had honestly trusted on the Respondent No.6 and believed that since it is a responsible and supervisory authority of the state government, the construction of the proposed building in the said project is legal. In other words except the Respondent No.6, the flat purchaser could not rely upon anybody. Thus having full assured about the legal and mandatory permission given by the Respondent No.6 to the Respondent No.7 for the construction, all members have purchased their respective flats from the Respondent No.8 without any fear. In this entire process, all members/flat purchasers have trusted the local sanctioning authority i.e. the Respondent No.6.

11) It is submitted that while issuing Commencement Certificate bearing No. B.P/Wakad/69/2013 dated 04/07/2013, Revised Commencement Certificate bearing No. B.P/Wakad/59/2014 dated 30/05/2014 and Revised Commencement Certificate bearing No. B.P/Wakad/169/2014 dated 31/12/2014, it was incumbent upon the Respondent No.6 to minutely and deeply investigate and verify as to whether the Respondent No.7 obtained



necessary prior permission from the Respondent No. 1 & 2 or not. If the Respondent No.6 failed to discharge their mandatory duties and or knowingly and intentionally overlooked these mandatory requirements then in that event the innocent and genuine flat purchasers like members of the Respondent No.8 cannot be blamed and made to suffer huge financial and mental loss. It is submitted that if at all violation of environmental laws has taken place, in that event the real culprit are the Respondent Nos. 1 to 6 who have miserably failed to discharge their duties and hence, the concerned officers as well as promoter/builder i.e. the Respondent No. 7 must be severely punished. However, the innocent and genuine flat purchasers i.e. members of the Respondent No.8 are required to be protected, in the interest of justice. Otherwise in the event of demolition of the construction, the members of the Respondent No.8 society will be homeless and they will be put to irreparable loss and injury which cannot be compensated in terms of money. Great injustice will be caused to them.

12) In this connection, it is significant to note that the applicant has also univocally admitted in para 29-b of the present application that the members of the Respondent No.8 society are innocent and hence no further explanation about the innocence of the flat purchasers is required to be given.

13) Regarding allegations made in para 21 of the application, it is submitted that said project was never proposed in the year 2020, as alleged but it was commenced in the year 2013 and completed in the year 2018 and there is no



construction of the Towers at all, as alleged. It is important to note that the applicant has himself stated said fact in para 30 of the application and construction work is going on at the site.

14) Regarding allegations made in para 29 of the application, it is stoutly denied that the Respondent No.7 has constructed buildings without sanction of the planning authority. This being misleading contention and not admitted by present Respondent. The planning authority i.e. the Respondent No.6 has duly approved the proposed construction proposal by the Respondent no.7 and thereby duly sanctioned and permitted the Respondent No.7 to construct the buildings vide Commencement Certificate bearing No. B.P/Wakad/69/2013 dated 04/07/2013, Revised Commencement Certificate bearing No. B.P/Wakad/59/2014 dated 30/05/2014 and Revised Commencement Certificate bearing No. B.P/Wakad/169/2014 dated 31/12/2014. This fact is required to take judicial note. Further it is false to state that the applicant made a site visit. It is submitted that the applicant has never ever visited at the site. The Respondent No.8 is very promptly and minutely maintaining the record of the visitors. As per the records the applicant's entry is not traced out. From this, mischievous conduct of the applicant can be seen.

15) Regarding allegations made in para 29- b of the application, it is false to state that the Respondent No.7 has utilized plantation area for the construction of amenities in the said project. In fact the Respondent No.7 had failed to provide agreed amenities and hence the Respondent No.8 had filed complaint under



RERA against the Respondent No.8. No Jogging and Cycling Tracks are provided by the Respondent, as alleged.

16) Regarding allegations made in para 29- b of the application, the applicant is himself admitting about completion of entire construction and selling out the flats to the desired buyers. Thus the members of the Respondent No.8 are in possession and occupation of their respective flats from last 6 to 7 years. This important fact cannot be overlooked and needs to be taken into consideration while disposing present application.

17) The Respondent No. 8 submits that it represents around 300 and more family i.e. members of the society who are from middle class family and who have purchased their flats by trusting the state government authorities who have permitted the Respondent no.7 to construct. The responsible state government authorities have impliedly allowed the Respondent no.7 to construct without any hurdles or obstructions knowing full well that the Respondent No.7 will sold all units to desired purchasers. Thus the concerned government authorities are responsible for violation of Environmental Laws sa well as damage to the Environment. In these circumstances the innocent and genuine buyers i.e. members of the Respondent No.8 cannot be compelled to face tragic ad miserable situation such as demolition of their dream house, for no fault on their part. It is humbly submitted that the wrongdoer must be punished by protecting interest of members of the Respondent No.8. It is settled position that party not is involved in the commission of any violation of the laws, rules and regulations cannot be held responsible and cannot be compelled to face



harsh action. On this backdrop the prayer of demolition of construction occupied by the members of the Respondent No.8 by terming as illegal is absolutely illegal, unethical, unjustified hence required to be rejected, in the interest of justice.

18) At the same time, it is also submitted that the prayer regarding prevention of sale and purchase transaction of properties in the said project is not at all sustainable and required to be rejected since the applicant has no prima facie case against the members of the Respondent No.8. On the contrary the members of the Respondent No.8 will be put to irreparable loss and injury if they are restrained from dealing their own house for their some urgent and impertinent work. Already the members of the Respondent No.8 are overburdened due home loan liability and if the order of prevention of sell of the flats in the said housing project is passed the members of the Respondent No.8 will left with no option to survive. Hence balance of convenience is also in favour of the Respondent No.8 and therefore, interim relief sought by the applicant is required to be rejected, in the interest of justice.

19) It is submitted that the Respondent No.8 is having at most faith in the judiciary and therefore, it sincerely believe that no injustice will be caused to the innocent flat purchasers i.e. members of the Respondent No.8.

20) Under the circumstances, it is, therefore, prayed that,

(A)The Original application may kindly be kindly be rejected against the Respondent No.8



BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW
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Mr. Nagesh V. Dhamale

_____ Applicant

V/s

Environment Dept. Maharashtra & Others

_____ Respondents

REPLY & DOCUMENTS FILED BY THE RESPONDENTS 8 GREEN VALLEY
CO-OPERATIVE HOUSING SOCIETY LTD.

A handwritten signature in blue ink, appearing to be a stylized representation of the names Sameer Khale and Manoi Pimpalgaonkar.

Mr. SAMEER KHALE, Mr. MANOI PIMPALGAONKAR

COUNSEL FOR R 8

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW
DELHI, WESTERN ZONE, BENCH AT PUNE



Original Application No. 110/2022 (WZ)

Mr. Nagesh V. Dhamale

_____ Applicant

V/s

Environment Dept. Maharashtra & Others

_____ Respondents

INDEX TO DOCUMENTS

S.No.	Date	Particulars	Annexure	Page No.
1		Reply filed by Respondent No.8		1
2		Copy of Broacher	A	
3	30.05.2014	Copy of sanctioned Layout & Building Permission	B	
4	02.08.2017	Copy of Booking Agreement	C	
5		Copies of Electricity Bill & Property Tax Receipt	D	
6	09.05.2022	Copy of RERA Complaint	E	

Dated on this 6th Day of February, 2024 at Pune

COUNSEL FOR R 8

(B) Compensatory cost of Rs. 1,00,00,000/- be awarded to the Respondent No.8 from the Respondent No.7

(C) Any other just and equitable orders in the interest of justice may be passed.

Pune

Dated- 06/02/2024

Nanaware
Chairman

Council for Respondent No.8

Green Valley Hos. Soc. P. Ltd.

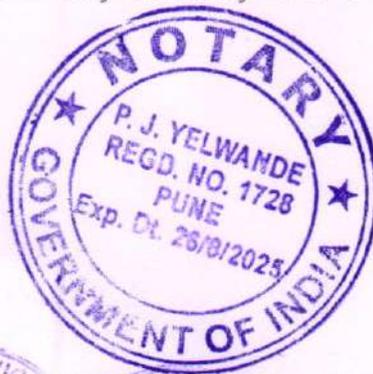
Respondent No.8

Verification

I, Mrs. Savita Sujit Nanaware, age- Adult, occupation- Business, the Chairman of the Respondent No.8 society, do hereby states on solemn affirmation that whatever stated hereinabove is true and correct to the best of my knowledge, belief and interest and hence I have verified and signed hereunder on this 6th day February 2024 at Pune.

IDENTIFIED BY

[Signature]
ADVOCATE
(Adv. V. D. Pimpalgaoan, Kar)



Noted and Registered 291
Serial Number
Date 05/02/2024

Nanaware

BEFORE ME
[Signature]
R. J. YELWANDE
NOTARY GOVT. OF INDIA
PUNE.

= 5 FEB 2024



Aswani's
Green Valley
@ Wakad

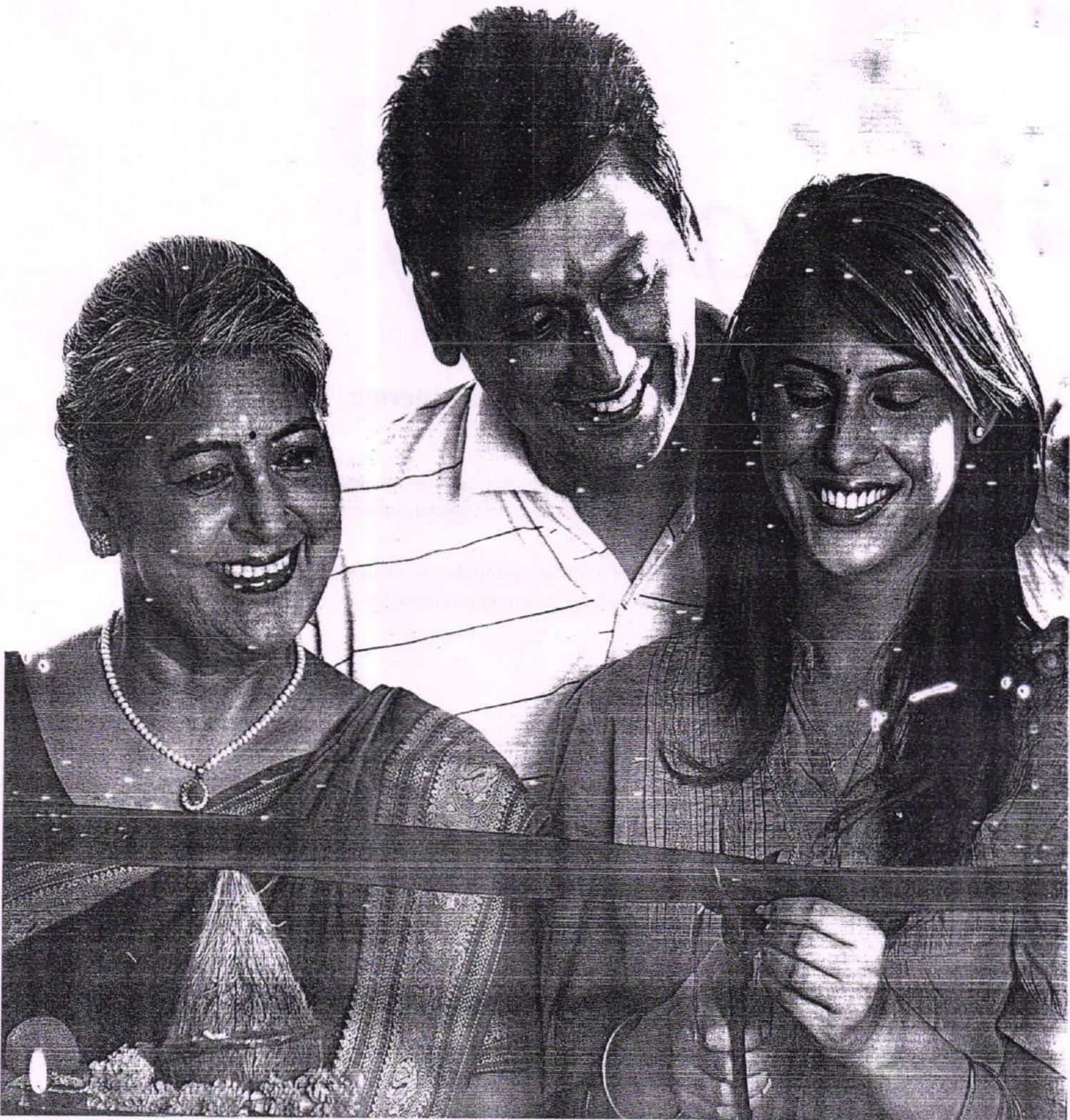
Live in the Heart of Indulgence

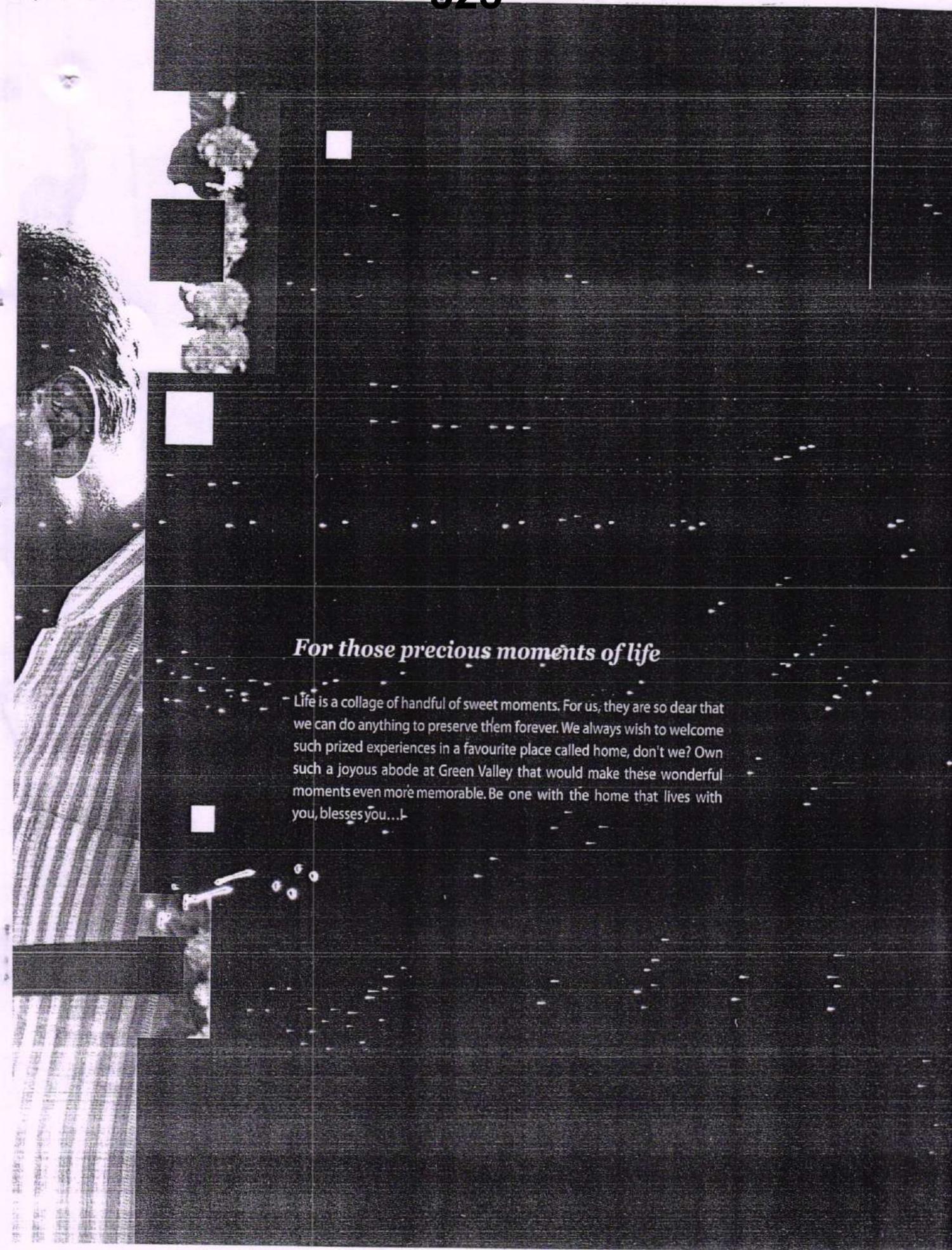
Aswani's
Green Valley
@ Wakad

Live in the Heart of Indulgence

At Aswani's Green Valley, absolute exclusivity together with the lush and enchanting views of surroundings comes standard within this coveted address.

Luxurious 2 BHK & compact 3 BHK freehold apartments with sizes ranging from around 1000 sq.ft. to 1300 sq.ft. to suit all lifestyles.





For those precious moments of life

Life is a collage of handful of sweet moments. For us, they are so dear that we can do anything to preserve them forever. We always wish to welcome such prized experiences in a favourite place called home, don't we? Own such a joyous abode at Green Valley that would make these wonderful moments even more memorable. Be one with the home that lives with you, blesses you...!



Nurture the bond of fulfilling relationships

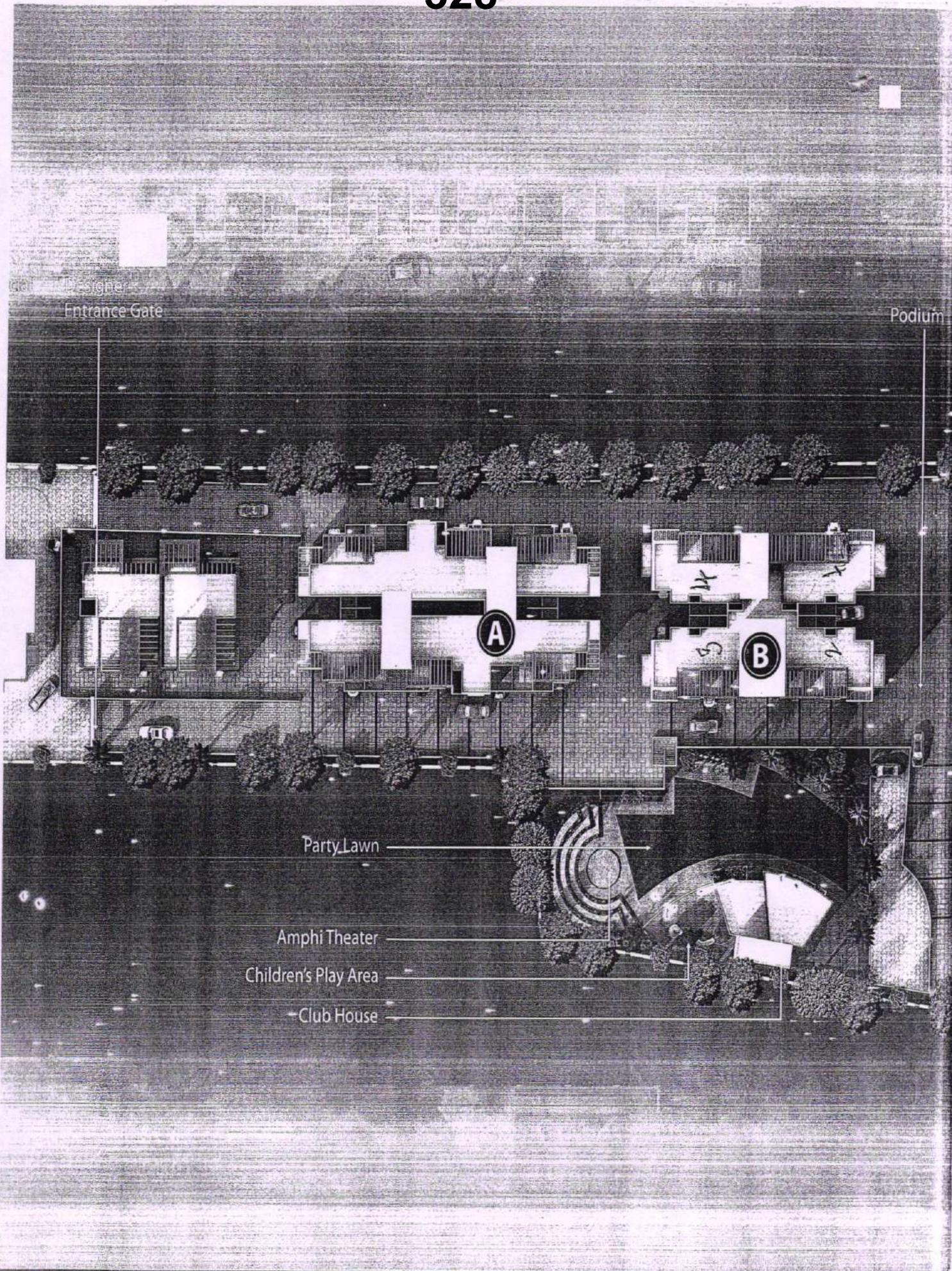
Relationships prosper in a favourable ambiance that espouses love. The worthwhile sentiment of caring for each other and fulfilling the aspirations of our beloveds, captures our hearts when we feel relaxed, composed and deeply happy. Green Valley is the place where the cohesive bonds of emotionally attached relationships will be nurtured.



327

The GRANDNESS That Will Embellish Your Future





Entrance Gate

Podium

A

B

Party Lawn

Amphi Theater

Children's Play Area

Club House

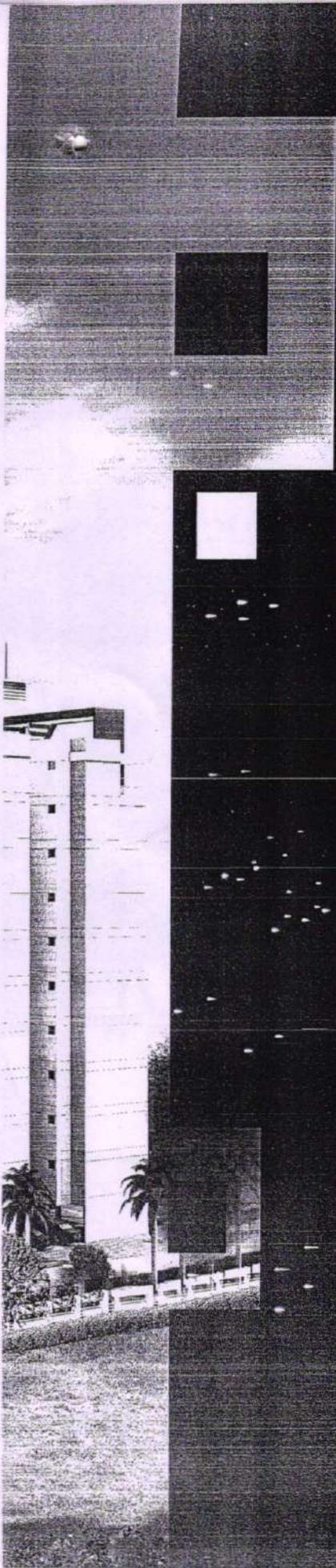
Temple

Live in the Heart of It All

Situated in Pune's one of the most prestigious suburbs it offers lush greenery amidst the bustling city. All essential facilities are just a short leisurely walk and the shopping belt is only 10 minutes away from Aswani's Green Valley.

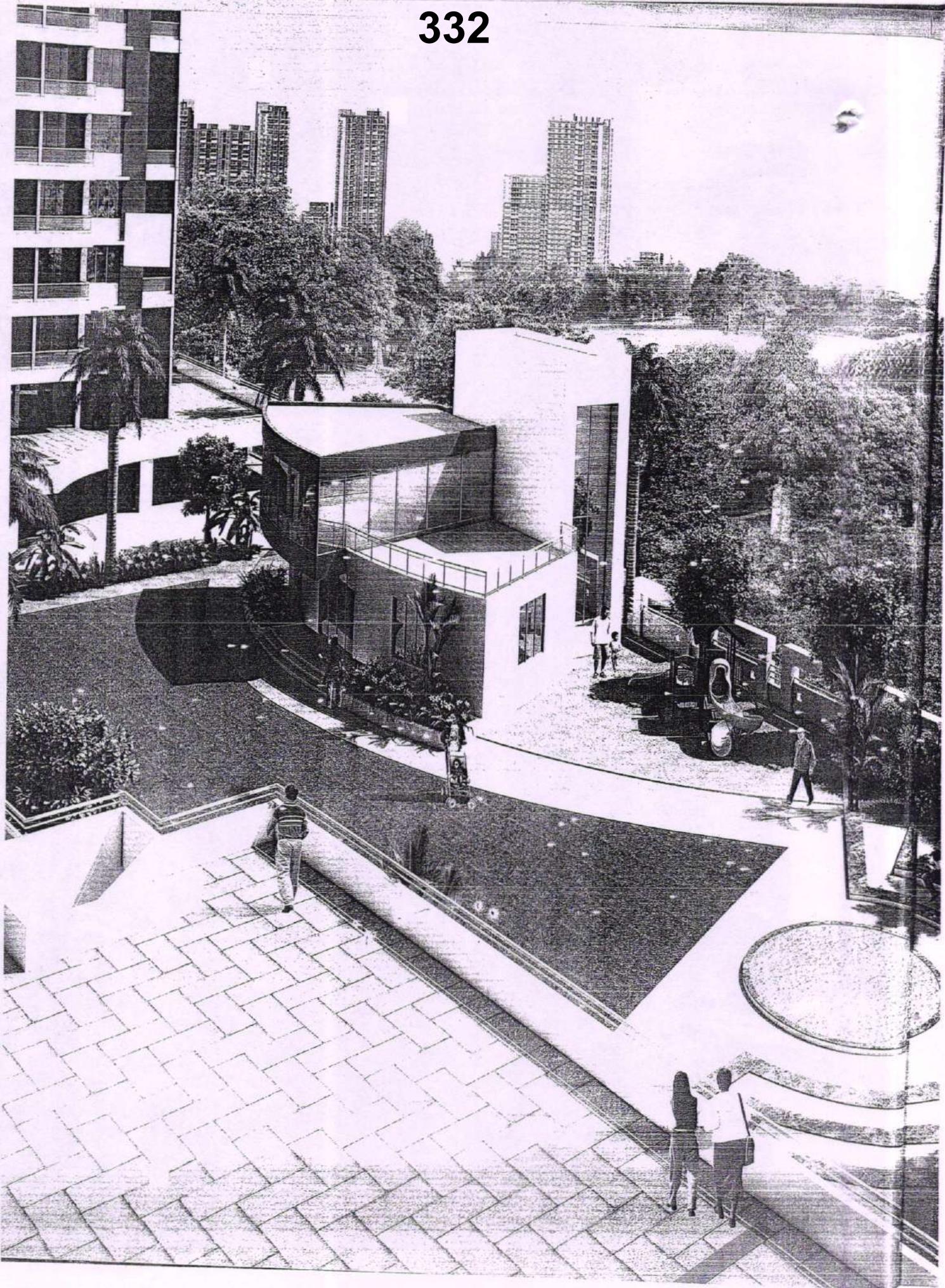
Invest in your next generation with a fine selection of renowned schools such as ICSE & CBSE within the vicinity.

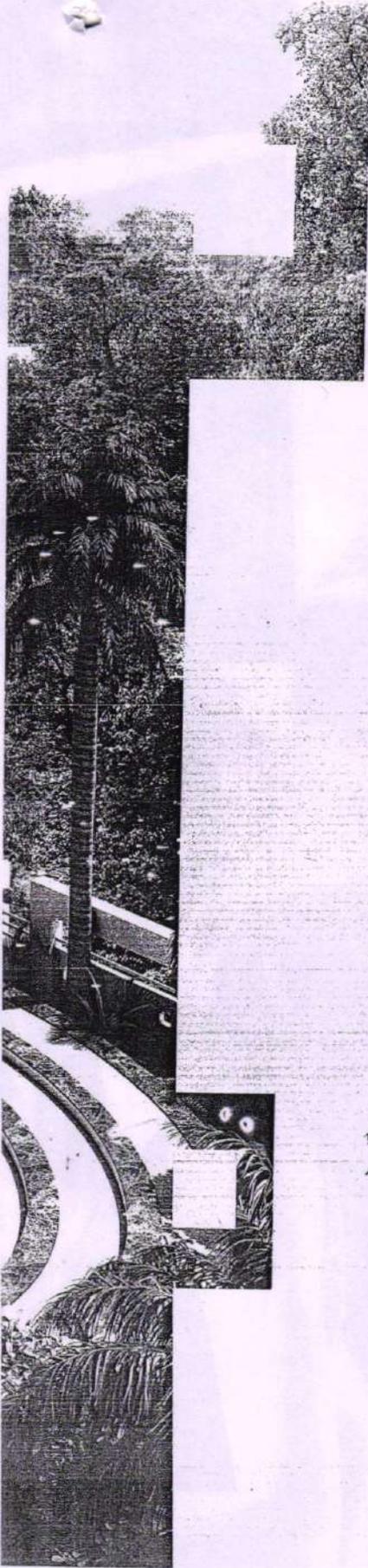




Impression of sheer magnificence

Presenting an immaculately designed masterpiece that will redefine grandeur and status for you. Own the sense of pride of being one with Green Valley. And experience a brand new living perfectly in tune with your unique ideas about life.





- Designer Entrance Gate
- Alert 24 Hours by Security at entrance with Intercom System
- Club House with well equipped Gym, Table Tennis Carrom / Chess
- Limelight Offering Stage / Amphi Theater
- Peace At Radha Krishna Temple
- Jogging Track
- Podium Garden
- Children Play Park
- Velvety Party Lawns
- Senior Citizens Sit Outs
- Branded Lifts (1 Service & 1 Passenger)
- Generator Back Up For Lift & Common Area
- Ample Parking Space
- CCTV Camera Covered To All Site For Security Purpose
- Separate Fresh Room for Servants & Drivers
- Rain Water Harvesting
- Garbage Chute
- Solar System
- Internal Concrete Road
- Provision for Wi-Fi High Speed Internet Connection
- Elegant Compound Wall



Enrich your mind, body and soul...

Paradise is closer than you think. Aswani's Green Valley is simply a paradise to behold. From pleasing aesthetics to soothing features, everything has been thought of at Aswani's Green Valley.

Energize every aspect of your being with facilities that allow you to develop socially, physically and emotionally. Keep mind and body in check in the state-of-the-art gym. Or revitalise with a refreshing in a spectacular Club House.

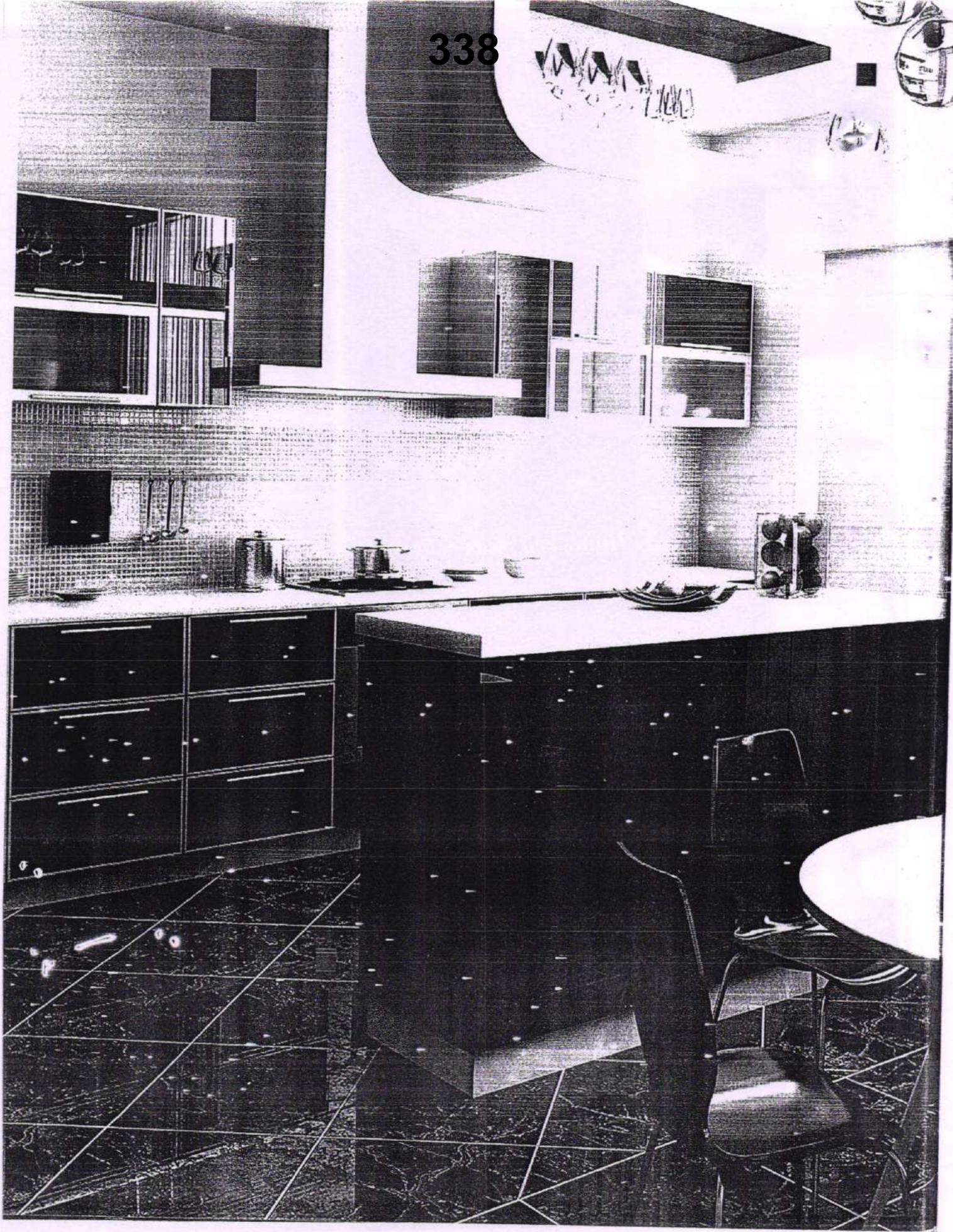


Home is a place where your heart is

It's a place that lives with you. When you share your feelings, your day-to-day experiences with it. It will confer a plush living for you and your family members. And what it expects in return is pure love, only love. Your heartfelt feelings for your dream home.

Living & Dining

- Elegant main door
- Internal walls with smooth POP / gypsum finish and high-quality emulsion paint
- Powder-coated sliding windows with designer grills and mosquito mesh
- Full body branded vitrified tiles (600 x 600 mm)
- TV and telephone points
- Sufficient electrical points with branded modular electrical fittings
- Provision for air-conditioning



A home that pampers your moods

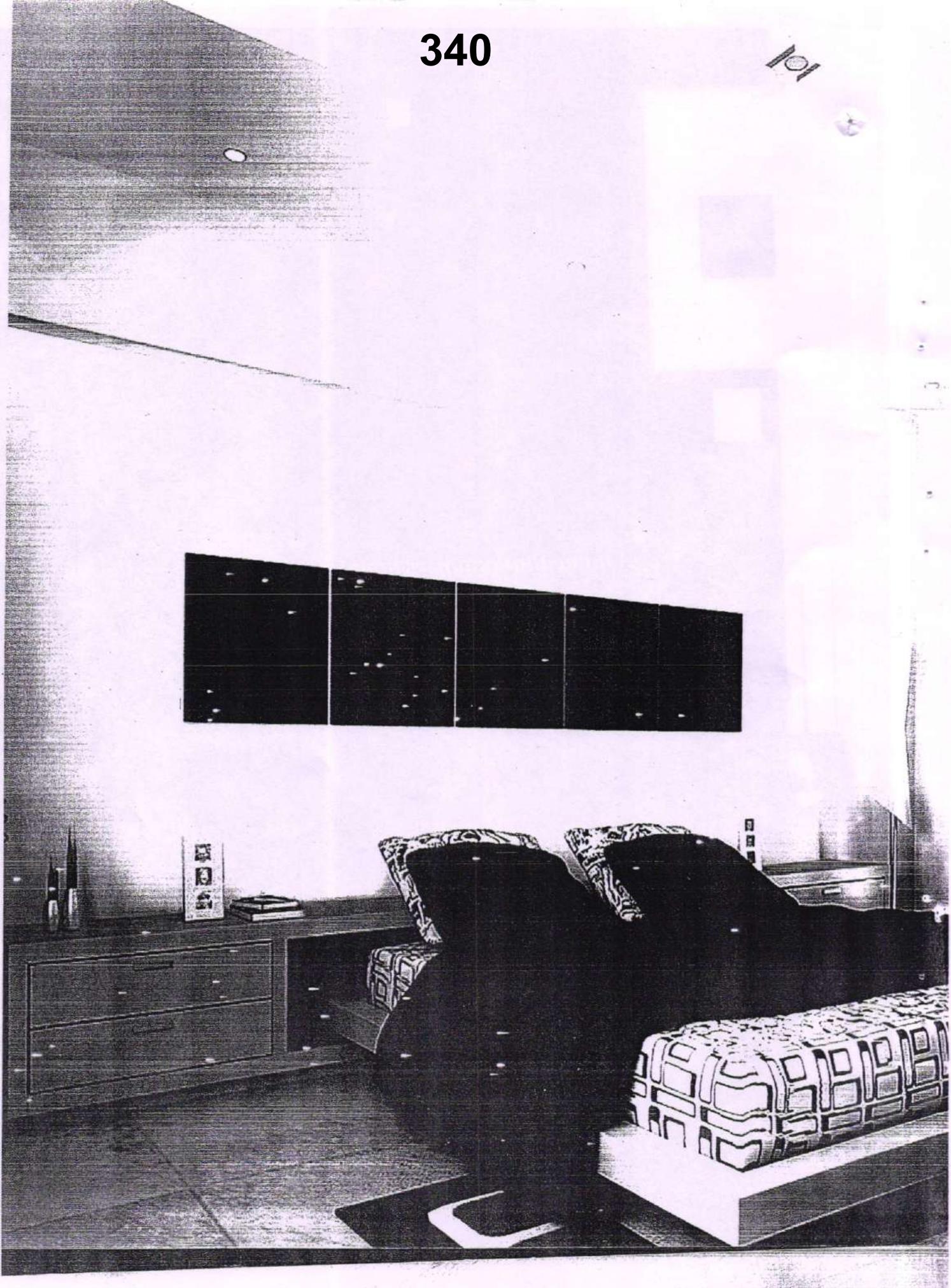
Whatever the mood you're in, these palatial luxury suites at Green Valley complement your feelings. It will sing along with you in the happiest moments. It will comfort you in case you are not in your element. Or it will simply chortle with you when you're in a witty mood...

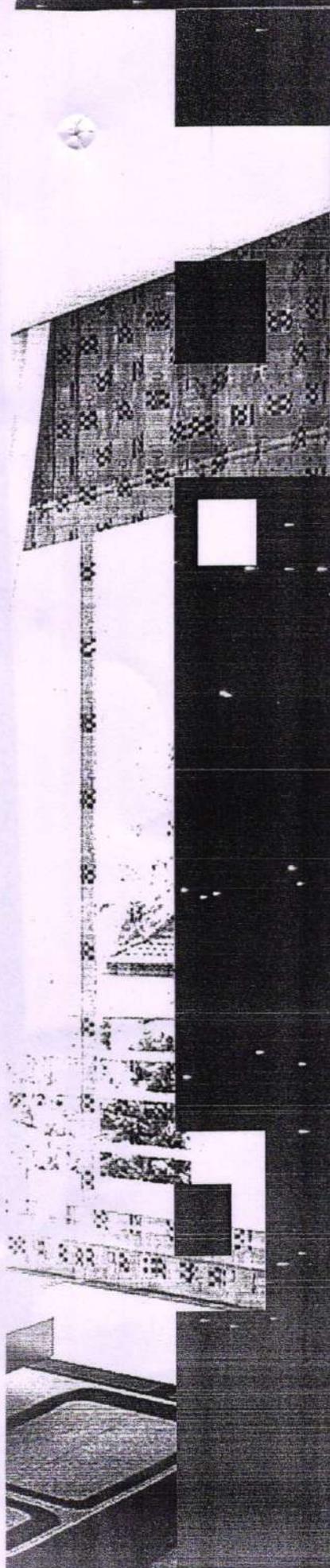
Kitchen

- Contemporary and well-planned kitchen layout
- Well-laid platform with granite top
- Full body branded vitrified tiles (600 x 600 mm) of a reputed brand
- Sufficient electrical points for appliances
- Dado tiles up to ceiling height
- Stainless steel sink with drain board (ISI Standards)
- Provision for water purifier and exhaust fan
- Powder-coated sliding windows with designer grills and mosquito mesh
- Provision for washing machine
- Space for drying clothes

340

101





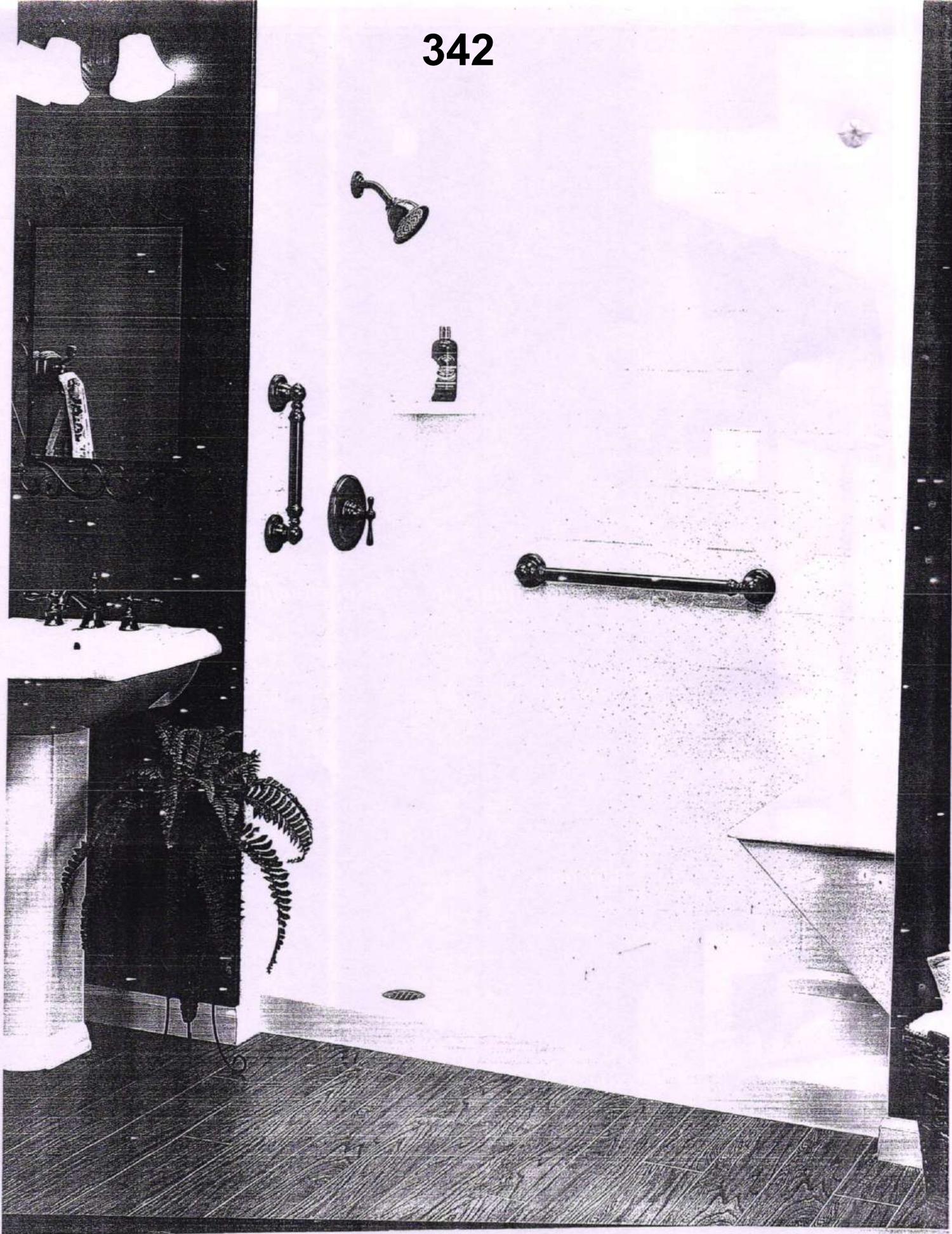
A thoughtfully conceived masterpiece

The views are refreshing and picturesque. The layout design is smart. It offers numerous opportunities to enjoy high profile, cultured, ultra-luxurious living. And the comfort will add an extra spice to the affluent lifestyle you possess with pride.

Bedroom

- Designer doors
- Full body branded vitrified tiles (600 x 600 mm) of reputed brand
- Internal walls with smooth gypsum / POP finish and high quality emulsion paint
- TV and telephone points in the master bedroom
- Sufficient electrical points in all bedrooms with branded modular electrical fittings
- Powder coated sliding windows with designer grills
- Provision for air-conditioning

342

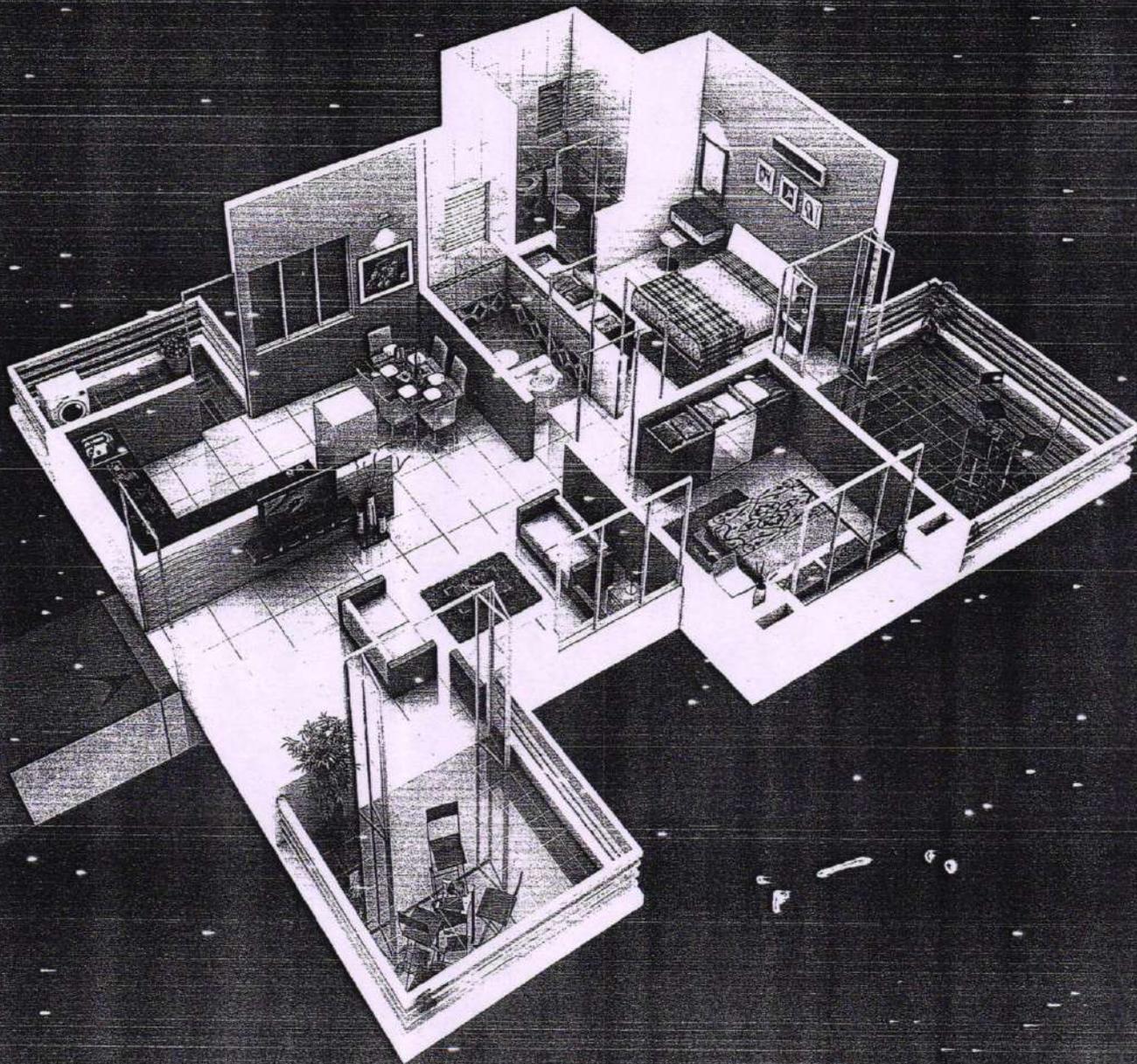


Each corner spells class

After having worked so hard in life you deserve supreme level of comfort and the best of the luxuries. It is a place you think about the whole day and rush back once through with your daily routine. A home here will give an all new meaning to your leisure time.

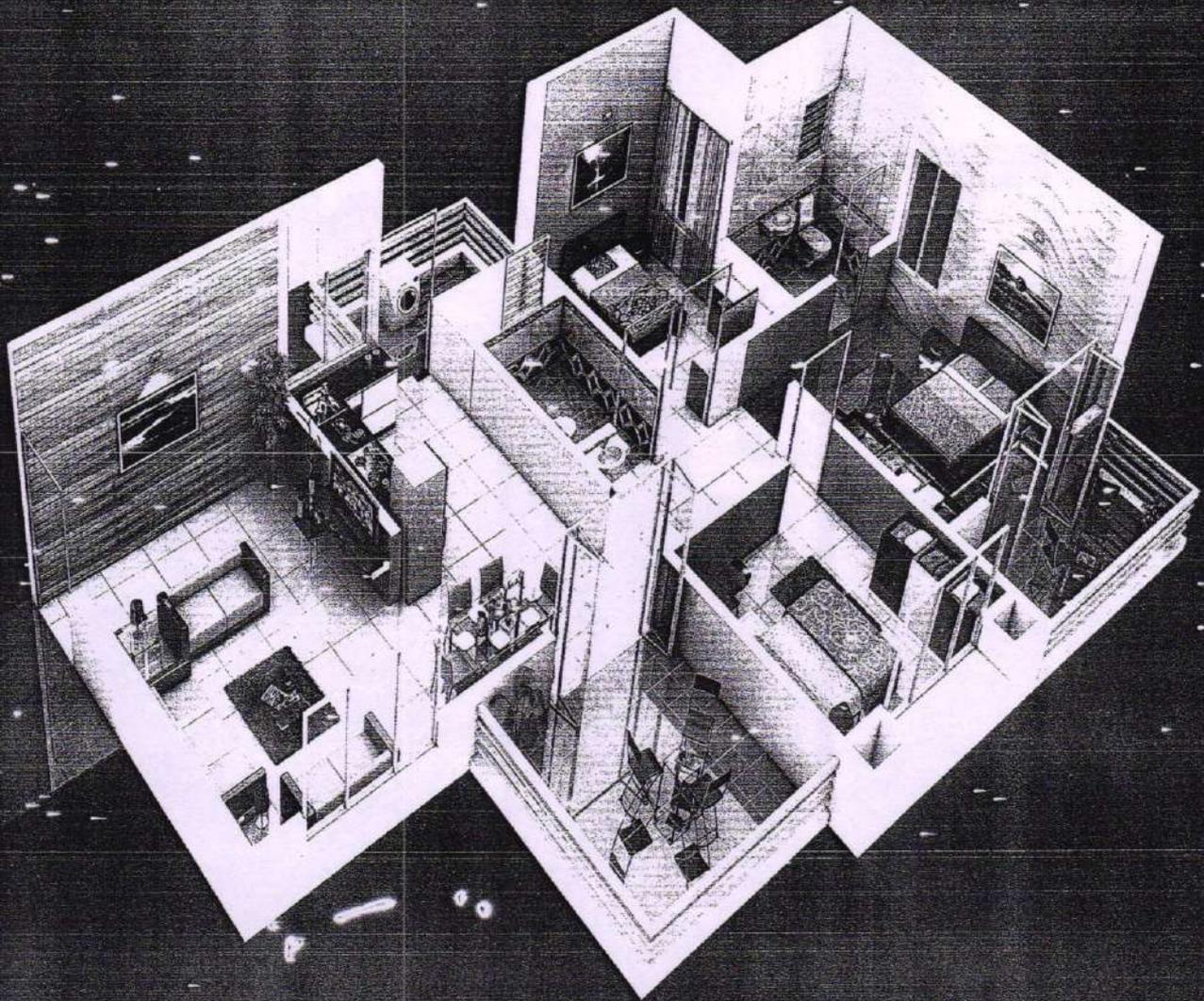
Bathroom

- Full body branded vitrified tiles of a reputed brand
- Dado tiles and granite fascia for door openings
- Basin with a marble / granite counter for the master bedroom
- Branded sanitaryware
- Provision for water heater and exhaust fan
- Windows fitted with grills and lowers

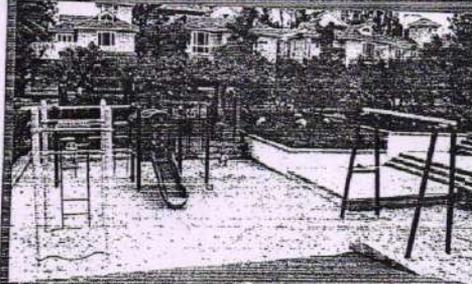


BHK

345



3 BHK



Gardens



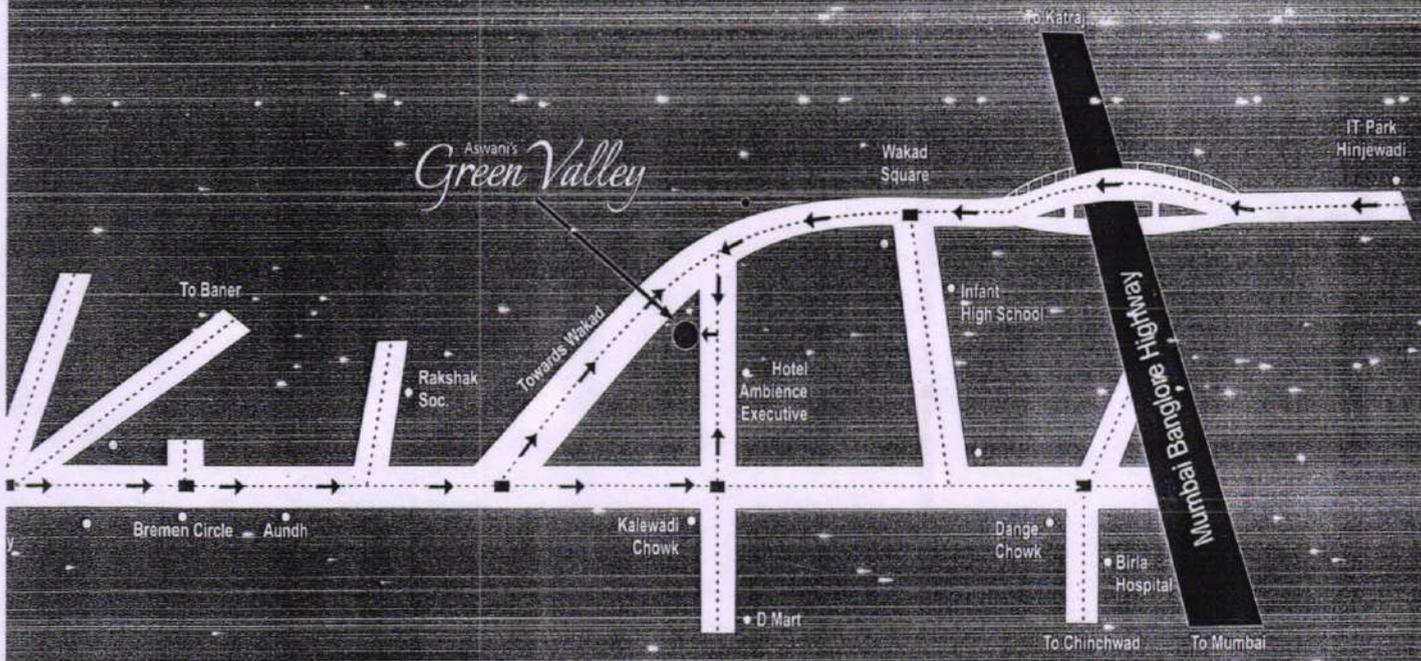
Hospitals



Schools

ty that leads to prosperity -

for multiple advantages. First amongst them is the serenity of the peaceful and invigorating. Easy connectivity to neighbouring Wakad, Baner is beyond compare. The proximity of Expressway ahead in terms of reaching to any desired destination including t. When education, healthcare, entertainment, shopping malls nearby, it's a connectivity that leads to prosperity...





Kindle the glow of joy in your new home

A heartwarming living awaits you here. Opt for a share of heavenly contentment for you and your loved ones. Beautify it with new dreams shining bright in your imagination. Kindle the glow of joy...

ARCHITECTS -
Rahul Wedpathak

RCC CONSULTANTS
G. A. Bhalire

LANDSCAPE DESIGNER
Pradeep Devrchetti

LEGAL ADVISOR
Adv. Satish Jadhav

Aswani Construction
App download from



A Project by



**ANANDA
MANKAR
DEVELOPERS**



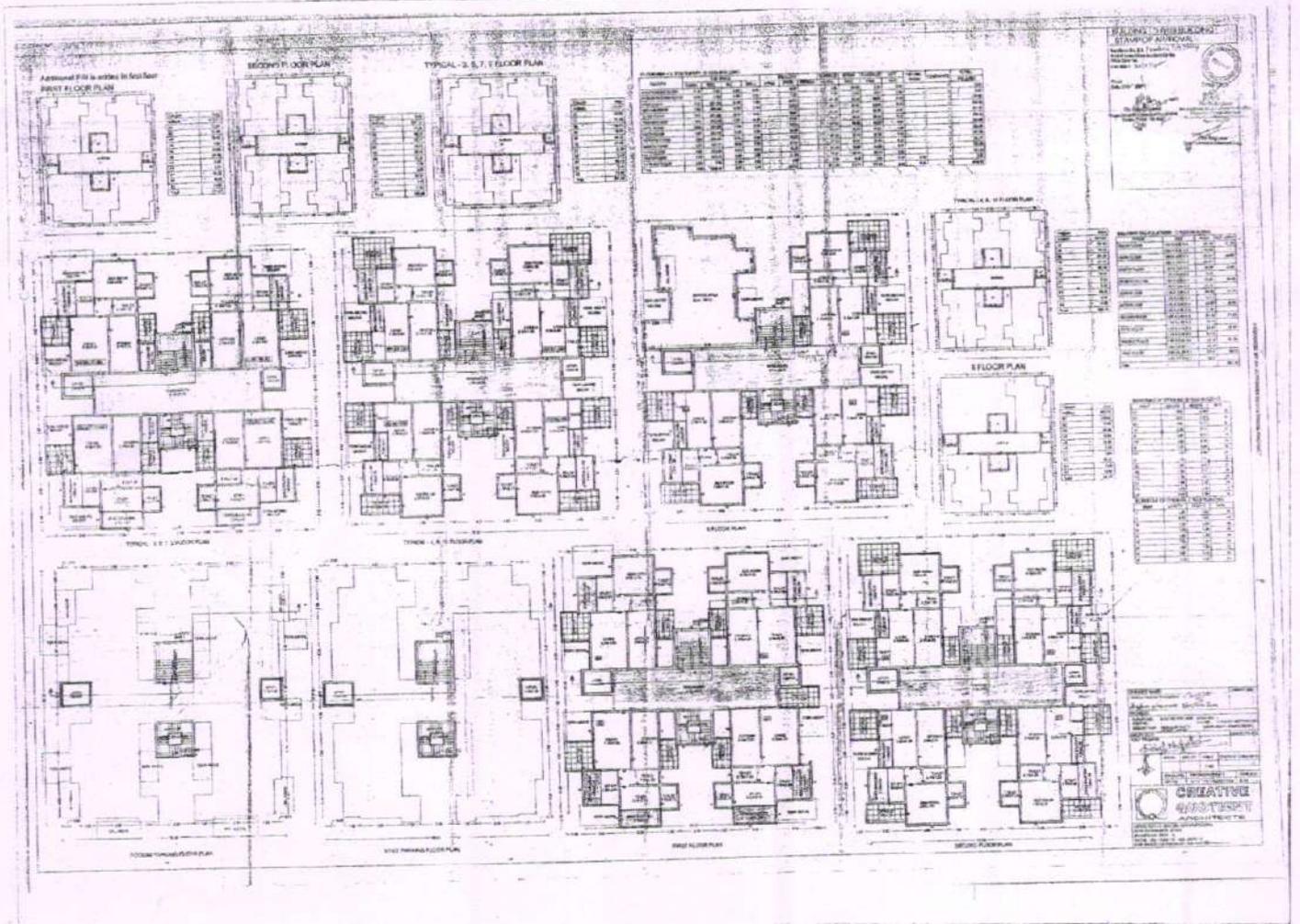
Survey No. 257, Near Ambience Hotel, Kalewadi-Kaspate Vasti Link Road, Wakad, Pune - 411 057.

Aswani Associates, S.P. Heights, 2nd Floor, Nr. Bank of Maharashtra, Old Mumbai Pune Road, Kasarwadi, Pune 411 013.

020 6978 8888, 95525 69373, 88888 83818

greenvalley153@gmail.com **Website :** www.aswaniassociates.com

plan show need not to be scale. All plans are subject to accommodate the changes required as per the sanctioning authorities. All amenities and specifications are as per availabilities and discretion of the developer. Nature and locations of all amenities and proposed plan can be added, omitted or shifted as per the developer's discretion. All furniture/accessories shown are indicative only. (For private circulation only)



पिंपरी चिंचवड महानगरपालिका, पिंपरी - ४११ ०१८.

(यापुढील पत्र व्यवहारात खालील क्रमांक व दिनांक यांचा उल्लेख करावा.)
(जागेच्या वा इमारतीच्या कायदेशीर मालकी हक्काचे साक्ष लक्षात न घेता अर्जदारास हे संमतीपत्र देण्यात येत आहे.)
(कमेन्समेंट सर्टिफिकेट)

- बांधकाम चालू करणेकरिता दाखला -

सदर बांधकाम चालू करण्याचा दाखला आणि बांधकामाचे संमतीपत्र महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, सन १९६६ ची कलमे ४५ यातील तरतुदीप्रमाणे अटीवर देण्यात येत आहे आणि मुंबई महानगरपालिका अधिनियम १९४९ ची कलमे (सेक्शनस) २५३ व २५४ यातील तरतुदीप्रमाणे खालील अटीवर देण्यात येत आहे.

पिंपरी चिंचवड महानगरपालिका,

पिंपरी - ४११ ०१८.

क्रमांक - बी.पी./ वाकड / ६९ / २०१३

दिनांक : ०२ / ०७ / २०१३

श्री./श्रीमती/मे.

आनंदा एकनाथ मानक

द्वारा ला.आ./ला.स. श्री.

शाहू वेदपाठक

व इतर

पत्ता

४५, गार्डन रोड, अपार्टमेंट राजामेठी

उद्यान, लरेडवना, पुणे - ४११ ००१

मा. शहर अभियंता,

पिंपरी चिंचवड महानगरपालिका यांजकडून -

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४५ आणि मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ कलमे २५३ व २५४ अन्वये पिंपरी चिंचवड महानगरपालिकेच्या सीमेत्रील वाकड येथील सर्व्हे नं. २५०/१/२१, २५०/२ सि.स.नं. १८६७ व १८८२ व १९५६ व १८६९ व १८६९ व १८६९ मधील बांधकाम करण्यासाठी महानगरपालिकेला तुम्ही नोटीस दिली. ती दिनांक ०२/०७/२०१३ या दिवशी पोहोचली. त्यावरून काम करण्यास खाली लिहिलेल्या अटीवर व जादा अट क्र.....तेनुसार तुम्हास संमतीपत्र देण्यात येत आहे.

- सोबतच्या नवीन दुरुस्त नकाशात दाखविल्याप्रमाणे काम केले पाहिजे.
- संकल्पित बांधकाम रस्त्याच्या प्रमाण रेषेत येत असल्यास महानगरपालिकेचे अधिकारी सांगतील त्या वेळी सदर काम स्वखर्चाने आणि बिनतक्रार काढून टाकले पाहिजे.
- जोत्यापर्यंत काम आल्यानंतर सेट-बॅक नगर नियोजन कार्यालयाकडून तपासून घ्यावेत. त्याशिवाय जोत्यावरील काम सुरु करू नये.
- सोबतच्या नकाशावर मागे लिहिलेल्या / अटीवर हे संमती पत्र देण्यात येत आहे.
- ज्या प्लॉटवर नवीन इमारत बांधकाम करण्यात आले आहे. त्या इमारतीचे कंप्लीशन सर्टिफिकेट मागण्यापूर्वी प्रत्येक मालकाने इमारतीसमोर कंपाऊंड वॉलच्या आत व बाहेर झाडे लावून ती व्यवस्थित वाढविण्याच्या दृष्टीने योग्य ती व्यवस्था, खबरदारी घ्यावी त्याशिवाय कंप्लीशन सर्टिफिकेट मिळणार नाही. रस्त्यावरील झाडांना जरूर ते संरक्षण कुंपण अर्जदाराने करावयाचे आहे. तसेच महानगरपालिकेच्या प्रचलित नियमानुसार योग्य ती अनामत रक्कम कोषागारात भरणे बंधनकारक आहे.
- इमारतीचे कंप्लीशन सर्टिफिकेट देताना रस्त्यावरील व आतील बाजूस टाकण्यात आलेले इमारतीचा राडारोडा उचलून जागा साफ केल्याशिवाय अर्जाचा विचार केला जाणार नाही.
- नवीन बांधकाम सुरु करताना संबंधित जागेमध्ये झाडे असल्यास ती ट्री अॅथॉरिटीची पूर्वपरवानगी घेतल्याशिवाय तोडू नयेत अन्यथा कायदेशीर कारवाई करण्यात येते, याची नोंद घ्यावी.
- आपण संबंधित बांधकाम हे मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ मधील तरतुदीचा भंग करून सक्षम अधिकाऱ्याची पूर्व परवानगी न घेता सुरु केल्याबद्दल/तसेच इकडील मंजूर नकाशाप्रमाणे बांधकाम न करता त्यात बदल व फेरफार करून या बांधकामाचे सुधारित नकाशात पूर्व परवानगी न घेता बांधकाम केल्याबद्दल इमारतीचे भोगवटा पत्रक न घेता बांधकाम केल्याबद्दल आपणाविरुद्ध वरील नियमानुसार दंडात्मक कार्यवाही करण्याचा पिं. चिं. म.न.पा. चा हक्क राखून ठेवला आहे.
- बांधकाम साहित्य अथवा जुन्या बांधकामाचा निघालेला राडारोडा सार्वजनिक रस्त्यावर अथवा कोणताही अडथळा येणार नाही अशा ठिकाणी ठेवावा जर हे साहित्य अशा ठिकाणी ठेवल्याचे आढळल्यास त्यासाठी सुधारित विकास नियंत्रण नियमावलीनुसार निवासी वापरासाठी रु. २५/- व वाणिज्य वापरासाठी रु. ५०/- प्रति चौ. मी. प्रमाणे प्रति सप्ताहासाठी दंड आकारण्यात येईल.

- १०) आपल्या इमारतीचे सांडपाणी नलिका म.न.पा. ड्रेनेज नलिकेला मालकाने स्वखर्चाने जोडावयास हवी.
- ११) भूखंडधारकाने, प्रमोटर / बिल्डरने अथवा प्रकल्प बांधकाम करणाऱ्या ठेकेदाराने पूर्णत्वाचा दाखला घेणेपूर्वी नियोजित निवासी/ व्यापारी गाळे धारकांच्या यापुढे येणाऱ्या कोणत्याही तक्रारीस म.न.पा. जबाबदार राहणार नाही. असे प्रतिज्ञापत्र (स्पेशल एन्जिनियरिंग टिक्क मॅजिस्ट्रेट यांचे स्वाक्षरीचे) म.न.पा. कडे सादर करावे. पाणी पुरवठा, जलनिःसारण, उद्यान, अग्निशामक व आरोग्य विभागाचा ना हरकत दाखला इकडे सादर करावा.
- १२) इमारतीच्या तळमजल्यावर गाळेधारकाच्या नांवे दर्शविलेली टपालपेटी (Letter Box) सुयोग्य ठिकाणी बसविणे बंधनकारक राहिल त्याखेरीज इमारतीचा भाग अथवा पूर्णत्वाचा दाखला दिला जाणार नाही.
- १३) विकास आराखड्यातील रस्ता रुंदीने बाधित क्षेत्र नियमानुसार महानगरपालिकेच्या ताब्यात देणे बंधनकारक आहे.
- १४) इमारतीच्या सलोह काँक्रीट (आर.सी.सी.) कामाच्या सर्व बाजूकरिता आधार व आकारासाठी लाकडाचा वापर करू नये. त्यासाठी लोखंडी आधाराचा वापर करणे बंधनकारक राहिल.
- १५) इंडियन सो. ऑफ स्ट्रक्चरल इंजिनिअर्स पुणे - ३०. या संस्थेकडील मान्यताप्राप्त दर्जाच्या स्ट्रक्चरल इंजिनिअर्सची इमारतीच्या कामासाठी नेमणूक करण्यात यावी, तसेच सदरचे काम स्वीकारल्या बाबतचे स्ट्रक्चरल इंजिनिअर्स यांचे पत्र या विभागाकडे सादर करणे आवश्यक आहे. सदरचे पत्र सादर केल्याशिवाय इमारतीच्या बांधकामास सुरुवात करू नये.
- १६) भूखंडाच्या संबंधित सहामाही अखेरचा कर भरल्याचा करसंकलन विभाग म.न.पा. यांचेकडील दाखला / पावती सादर केल्याशिवाय बांधकाम चालू करू नये.
- १७) मंजूर रेखांकनातील खुली जागा विकास नियंत्रण नियमावलीप्रमाणे नियम क्र. ११.३.१.५. नुसार तरतूदीचे अधिन विकसीत करणे बंधनकारक आहे. त्याशिवाय भाग अथवा पूर्णत्वाचा दाखला दिला जाणार नाही.
- १८) विकास आराखड्यातील रस्ता रुंदीने बाधित क्षेत्र नियमानुसार महापालिकेच्या ताब्यात देणे बंधनकारक आहे. रस्ता रुंदीने बाधित क्षेत्र म.न.पा. चे नावे लावून तसा ७/१२ उतारा/सुधारित मालमत्तापत्रक व मोजणी नकाशा, भाग अथवा पूर्ण भोगवटापत्रक घेणेपूर्वी या कार्यालयाकडे सादर करणे आवश्यक आहे. याबाबत मनपाचे भूमी-जिंदगी विभागाचा ना हरकत दाखला सादर करणे बंधनकारक आहे. तसेच सदरहू रस्ता रुंदीने बाधित क्षेत्राचे खडीमुरमीकरण महापालिकेच्या विनिर्देशाप्रमाणे अर्जदार यांनी स्वतः करणे आवश्यक आहे अथवा महानगरपालिकेच्या त्यावेळेच्या प्रचलित दराने खडीमुरमीकरण खर्च भरणे आवश्यक आहे.
- १९) प्रस्तुत प्रकरणातील जागेचा मोजणी नकाशा वहिवाटीनुसार असून जागेच्या हद्दीबाबत वाद निर्माण झालेस म.न.पा. जबाबदार राहणार नाही. नगरभूमापन कार्यालयाकडील सुधारित मोजणी नकाशा / व मालमत्ता पत्रक सादर केल्याशिवाय बांधकामास भाग अथवा पूर्णत्वाचा दाखला देण्यात येणार नाही.
- २०) प्रस्तुत प्रकरणातील भूखंडाचे एकत्रिकरण नगर भूमापन कार्यालयाकडून घेऊन, त्याप्रमाणे सुधारीत मालमत्तापत्रक व मोजणी नकाशा भोगवटापत्रक घेण्यापूर्वी या विभागाला सादर करणे आवश्यक आहे.
- २१) ३०० चौ. मी. व वरील क्षेत्राचे भूखंडावरील इमारतीसाठी (दाटवस्ती क्षेत्र वगळून) रेन वॉटर हार्वेस्टिंग व्यवस्था करणे बंधनकारक आहे.
- २२) भूखंडालगतचे पोहोच रस्ता व आसपासचे क्षेत्रातील पाण्याचा निचरा होणे सार्वजनिक आरोग्याचे दृष्टीने आवश्यक आहे. त्यासाठी विकास नियंत्रण नियमावलीतील नियम क्र. ९.१ नुसार योग्य ती उपाय योजना करण्याची सर्वस्वी जबाबदारी विकसक/अर्जदार यांचेवर राहिल. अशाप्रकारे पावसाळी पाण्याचा नैसर्गिकरित्या निचरा होण्यास कोणत्याही प्रकारे बाधा येणार नाही. याबाबतची योग्य ती खबरदारी घेणे विकसक /अर्जदार यांचेवर बंधनकारक राहिल. याबाबत संबंधित गाळेधारक रहिवासी यांची कोणत्याही प्रकारे तक्रार / हरकत निर्माण झाल्यास त्यांचे संपूर्णतः निराकरण करण्याची जबाबदारी विकसक / अर्जदार यांचेवर राहिल. त्याची म.न.पा. स कोणत्याही प्रकारे तोषीस लागू देणार नाही. या अटीवर सदरहू बांधकाम चालू करण्याचे संमती पत्र मंजूर करण्यात येत आहे.
- २३) साईटवर राहणाऱ्या सर्व बांधकाम मजुरांसाठी स्वच्छ पिण्याचे पाणी व स्वच्छतागृहांची सोय उपलब्ध करणे विकसकांवर बंधनकारक आहे.
- २४) विकास नियंत्रण नियमावलीनुसार इमारतीमध्ये पुरविण्यात आलेल्या पार्किंगचे क्षेत्र गाळे धारकांसाठी विना मोबदला उपलब्ध करून देणे विकसकांवर बंधनकारक राहिल.

Deputy Engineer

Building Permission and Unauthorised Building
Construction Control Department
Pimpri Chinchwad Municipal Corporation

प्रत माहितीसाठी :-

- १) मा. जिल्हाधिकारी, पुणे जिल्हा आर. बी. (पुणे) माहितीसाठी
- २) सहा. मंडलाधिकारी, पिंपरी चिंचवड महानगरपालिका, म.न.पा./पिंपरी वाघेरे/पिंपरीनगर/चिंचवड/भोसरी कासारवाडी/आकुर्डी/निगडी/प्राधिकरण/सांगवी/पिंपळे गुरव/पिंपळे निलख/पिंपळे सौदागर/वाकड रावेत / रहाटणी / थेरगांव यांना माहिती व पुढील कार्यवाहीसाठी
- ३) करसंकलन विभाग, मुख्य कार्यालय

CE39/910

90.48 - 99.00

SCANNED

GREEN VALLEY

CUSTOMER NAME: MRS. SAVITA PRASANNA SIDDHA.
MR. PRASANNA PRAKASH SIDDHA.
MR. PRAKASH GANGADHAR SIDDHA

FLAT NO: "304" WING: "B".

AGREEMENT NO: 8631.

AGREEMENT DATE: 2/08/2017.

526/8631

पावती

Original/Duplicate

Wednesday, August 02, 2017

नोंदणी क्र.: 39म

10:36 AM

Regn.: 39M

पावती क्र.: 9084 दिनांक: 02/08/2017

गावाचे नाव: वाकड

दस्तऐवजाचा अनुक्रमांक: हवल25-8631-2017

दस्तऐवजाचा प्रकार : अंग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: सौ. सविता प्रसन्न सिध्द

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 980.00

पुष्ताची संख्या: 49

एकूण:

रु. 30980.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अदाजे

10:49 AM ह्या वेळेस मिळेल.

Joint S. E. Haveli 25

सह. मुख्य निबंधक
हवेली क्र. २५, पुणे

बाजार मूल्य: रु. 6426251/-

गोवदला रु. 7390000/-

भरलेले मुद्रांक शुल्क : रु. 443400/-

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH004051387201718E दिनांक: 02/08/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु 980/-



02/08/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.हवेली 25

दस्त क्रमांक : 8631/2017

नोदणी :

Regn:63m

गावाचे नाव : 1) वाकड

(1) विलेखाचा प्रकार	अॅग्रीमेंट टू सेल
(2) मोबदला	7390000
(3) बाजारभाव(भाडेपट्टयाच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	6426251
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	



(5) क्षेत्रफळ

1) 78.09 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1): नाव:- भो. आसवानी कन्स्ट्रक्शन्स सर्वे भोगीदार श्री. संदीप रसिकलाल शाह वय:-47; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- पिंपरी पुणे, महाराष्ट्र, PUNE. पिन कोड:-411017 पॅन नं:-AAXFA3270D

2): नाव:- भान्यता देणार श्री. आनंद एकनाथ मानकर व इतर सर्वांतर्क कुलमुखत्यारधारक म्हणुन भो. आसवानी कन्स्ट्रक्शन्स सर्वे भोगीदार श्री. संदीप रसिकलाल शाह वय:-47; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- पिंपरी पुणे, महाराष्ट्र, PUNE. पिन कोड:-411017 पॅन नं:-AAXFA3270D

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

1): नाव:- सौ. सविता प्रसन्न सिध्द वय:-33; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- हडपसर पुणे, महाराष्ट्र, पुणे. पिन कोड:-411028 पॅन नं:-ACFPH9022G

2): नाव:- श्री. प्रसन्न प्रकाश सिध्द वय:-35; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- हडपसर पुणे, महाराष्ट्र, पुणे. पिन कोड:-411028 पॅन नं:-BPNPS1531R

3): नाव:- श्री. प्रकाश गंगाधर सिध्द वय:-65; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- हडपसर पुणे, महाराष्ट्र, पुणे. पिन कोड:-411028 पॅन नं:-ACVPS4873Q

(9) दस्तऐवज करून दिल्याचा दिनांक 02/08/2017

(10) दस्त नोंदणी केल्याचा दिनांक 02/08/2017

(11) अनुक्रमांक, खंड व पृष्ठ 8631/2017

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 443400

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000

(14) शेर

सह. दुय्यम निबंधक
हवेली क्र. २५, पुणे

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



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मूल्यांकन पत्रक (शाही क्षेत्र - बांधीव)	
Valuation ID	2017080292
02 August 2017, 10:08:53 AM	
मूल्यांकनाचे वर्ष	2017
जिल्हा	पुणे
मूल्य विभाग	तालुका : मुळशी विभागाचे नाव : (वि.क्र.11) वाळड (पिंपरी चिंचवड महानगरपालिका)
उप मूल्य विभाग	11/2-पुणे-मुंबई पर्यायी महामार्गास जोडणाऱ्या रस्त्यावरील मिळकती जूनी हद
क्षेत्राचे नांव	Pune Municipal Corporation सर्व्हे नंबर /न. भू. क्रमांक : सर्व्हे नंबर#257
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर क.	
खुली जमीन	निवासी सदनिका
18670	62320
	कार्यालय
	64850
	दुकाने
	69870
	औद्योगिक
	0
	मोजमापनाचे एकक
	चौ. मीटर
बांधीव क्षेत्राची माहिती	
मिळकतीचे क्षेत्र-	93.708 चौ. मीटर
	मिळकतीचा वापर- निवासी सदनिका
	मिळकतीचा प्रकार- बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी
	मिळकतीचे वय - 0 TO 2वर्ष
	मूल्यदर/बांधकामाचा दर- Rs.62320/-
उद्वहन सुविधा -	आहे
	मजला - 1st To 4th Floor
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(वार्षिक मूल्यदर * घसा-यानुसार जमिन दर) * मजला निहाय घट/वाढ =(62320 * (100 / 100)) * 100 / 100 = Rs.62320/-
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 62320 * 93.708 = Rs.5839882.56/-
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	12.5 चौ. मीटर = 12.5 * (62320 * 25/100) = Rs.194750/-
F) लगतच्या गच्छीचे क्षेत्र लगतच्या गच्छीचे मूल्य	15.71 चौ. मीटर = 15.71 * (62320 * 40/100) = Rs.391618.88/-
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळाघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्छीचे मूल्य + उरील गच्छीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुला जमेचे मूल्य = A + B + C + D + E + F + G + H = 5839882.56 + 0 + 0 + 0 + 194750 + 391618.88 + 0 + 0 = Rs.6426251.44/-

Home



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CHALLAN
MTR Form Number-6

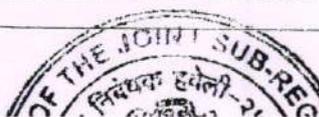
GRN	MH004051387201718E	BARCODE			Date	31/07/2017-15:25:43	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID (If Any)				
Office Name	HVL25_HAVELI 25 JOINT SUB REGISTRAR			PAN No.(If Applicable)	BPNPS1531R			
Location	PUNE			Full Name	MR PRASANNA PRAKASH SIDDHA			
Year	2017-2018 One Time			Flat/Block No.	Green Valley B wing Flat No. 304			
Account Head Details		Amount In Rs.		Premises/Building				
0030046401	Stamp Duty	443400.00		Road/Street	Kaspate Wasti. Wakad			
0030063301	Registration Fee	30000.00		Area/Locality	Pune			
				Town/City/District				
				PIN	4 1 1 0 5 7			
				Remarks (If Any)	PAN2=AAXFA3270D-SecondPartyName=MS ASWANI CONSTRUCTIONS-			
				Amount In	Four Lakh Seventy Three Thousand Four Hundred Rupee			
				Words	es Only			
Payment Details		STATE BANK OF INDIA			FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	00040572017073170971	IK00GMVYR8			
Cheque/DD No.		Bank Date	RBI Date	31/07/2017-03:27:34	Not Verified with RBI			
Name of Bank		Bank-Branch		STATE BANK OF INDIA				
Name of Branch		Scroll No. , Date		213 , 01/08/2017				



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9764003491
सदर चलान केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-526-8631	0002286067201718	02/08/2017-10:33:30	IGR566	30000.00
2	(iS)-526-8631	0002286067201718	02/08/2017-10:33:30	IGR566	443400.00
Total Defacement Amount					4,73,400.00





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// SHREE GAJANAN PRASANNA//

ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS 2 Aug DAY OF IN THE YEAR 2017.

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M/S. ASWANI CONSTRUCTIONS,
 PAN No. AAXFA3270D
 Through its Partner,
SHRI. SANDEEP RASIKLAL SHAH,
 Age- 40 Years, Occupation- Business,
 R/at.-SantTukaram Nagar,
 Pimpri, Pune -411018,
 Pan No. – ADLPS6983N

Hereinafter referred to as the "THE PROMOTER" (Which expression unless repugnant to the context or meaning thereof shall mean and include its partners for the time being constituting the firm their respective heirs, executors, administrators and assigns).

..... PARTY OF FIRST PART

A N D

- 1) MRS. SAVITA PRASANNA SIDDHA.
 Age:- 33 yrs, Occ :- SERVICE.
 (PAN NO. ACFPH9022G)
- 2) MR. PRASANNA PRAKASH SIDDHA.
 Age: - 35 yrs, Occ: - Service.
 (PAN NO. BPNPS1531R)
- 3) MR. PRAKASH GANGADHAR SIDDHA.
 Age: - 65 yrs, Occ: - RETIRED.
 (PAN NO. ACVPS4873Q)

RESIDING AT: - B/2, NAYARAN BAUG SOCIETY, OPP. NOBLE
 HOSPITAL, MAGARPATTA ROAD, HADAPSAR,
 PUNE. PIN: 411028

Hereinafter referred to as the "THE FLAT/UNIT PURCHASER/S" (Which expression unless repugnant to the context or meaning thereof shall mean and include

Siddha

Siddha

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Siddha



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himself / herself / themselves for the time being his / her / their respective heirs, executors, administrators and assigns).

..... PARTY OF SECOND PART.

And

1. **MR. ANANDA EKNATH MANKAR**
Age- 60 Years, Occupation- Agriculturalist,
2. **MRS. SUSHILA ANANDA MANKAR**
Age- 49 Years, Occupation- Agriculturalist,
3. **MR. AVINASH ANANDA MANKAR**
Age-30 Years, Occupation- Agriculturalist,
4. **MRS. JOYTI AVINASH MANKAR**
Age- 27 Years, Occupation- Agriculturalist,
5. **SHARVARI AVINASH MANKAR**
Through her father as Natural guardian
Age- 3 Years, Occupation- Nil
6. **MR. NILESH ANANDA MANKAR**
Age- 27 Years, Occupation- Agriculturalist.
7. **MRS. JOSNA NILESH MANKAR**
Age- 21 Years, Occupation- Agriculturalist.
Above all R/at KasbateWasti, Wakad, Pune-411057
8. **SHEVANTABAI VIJAY NIKAM**
Age.58 Years, R/at SomwarPeth, Pune.
Though their Power of Attorney holder
M/S. ASWANI CONSTRUCTIONS,
Through its Partner,
SHRI. SANDEEP RASIKLAL SHAH,
Age-40 Years, Occupation- Business,
R/at:-SantTukaram Nagar,
Pimpri, Pune -411018,

Hereinafter referred to as the "CONSENTING PARTY" (Which expression unless repugnant to the context or meaning thereof shall mean and include himself / herself / themselves for the time being his / her / their respective heirs, executors, administrators and assigns).



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.....PARTY OF THIRD PART

That the Survey No. 257 originally belonged to Shri. RamuMarutiMankar. The said owner sold 02 Acres and 1 ½ Gunthas of land from his total area to Shri. EknathVithobaMankar. The said Sale Deed dated 23/06/1958 was registered before Sub-registrar, Maval at serial No.309/1958. The name of Shri. EknathVithobaMankar was recorded in the 7/12 extract by mutation entry No. 1526. That due the said the Survey No. 257 was divided as follows:

Survey No. 257/1 (Area 22 Acre and 34 ½ Gunthas) Shri. RamuMarutiMankar.

Survey No. 257/2 (Area 2 Acre and 1 ½ Gunthas)

Shri. EknathVithobaMankar.

That Shri. EknathVithobaMankar died on 26/04/1993 leaving behind him 2 son and 4 daughters i.e.

Shri. KashinathEknathMankar.

Shri. AnandaEknathMankar.

Sou. HirabaiDnyanobaDabhade.

Sou. Laxmi Suresh Pathare.

Sou. Shevantabai Vijay Nikam.

Sou. SunandaNamdevJawalkar.

That the wife Late NanibaiEknathMankar died before EknathVithobaMankar. Hence late EknathVithobaMankar had only this 6 persons as his legal Heirs. That the names of legal heirs were recorded in the 7/12 extract by Mutation Entry No. 5080 on 31/05/1993.

That late EknathVithobaMankar when he was alive had filed a Civil Suit against Shri. MurlidharPandharinathMankar and others before Civil Judge Jr. Division bearing No. 293/1990. The said suit was filed by late EknathVithobaMankar for partition, possession and Perpetual Injunction regarding Survey No. 257/1/2 and other properties. That during the pendency of the said suit, EknathVithobaMankar died and hence the name of legal heirs came to be recorded in the suit. That the said suit was decreed in favour of the Plaintiffs on 30/03/1995. That to execute the said decree Execution Petition was filed bearing No. 10/1995. The said Execution Petition was decided on 28/10/1996. That as per the orders of the Court, Tahasildar, Mulshi by his order dated 31/01/1997 ordered that Survey No. 257/1/2 area admeasuring 85 R + Potkharaba 10 R totally admeasuring 95 R was given to Legal Heirs of Late EknathVithobaMankar. Hence the said survey number was further divided as Survey



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No. 257 Hissa No. 1/2/1. That the effect of partition was shown in the revenue records by mutation entry No. 6070 on 29/07/1997.

That Sou. Hirabai Dnyanoba Dabhade died in the year 1997. That before her death she had executed a Will in favour of Sou. Sushila Ananda Mankar regarding her share in the said property. The said Will was registered on 20/05/1997 before Sub-registrar, Haveli No. 2 at serial No. 2228/1997. That as per the said Will the name of Sou. Sushila Ananda Mankar was recorded in the 7/12 extract by Mutation Entry No. 6309 on 29/07/1997.

That Shri. Kashinath Eknath Mankar, Sou. Sushila Ananda Mankar, Sou. Shevantabai Vijay Nikam, Sou. Laxmibai Suresh Pathare and Sou. Sunanda Namdev Jawalkar executed a Power of Attorney in favour of Shri. Ananda Eknath Mankar regarding the said property. That the said Power of Attorney was registered on 07/10/1997 before Sub-registrar Paud (Mulshi). That the said Power of Attorney has been cancelled by the said persons by legal notice of Cancellation on 26/06/2001. That the contents of cancellation has been also incorporated in the Partition Deed Dated 19/05/2012. That the said cancellation has also been accepted by Shri Ananda Eknath Mankar.

That Sou Laxmi Suresh Pathare has executed Development Agreement and Power of Attorney dated 05/10/2006 in favour of Shri. Kashinath Eknath Mankar and Shri. Chandrakant Kashinath Mankar regarding her undivided share in the said property i.e. 00 H 15.83 R from Survey No. 257/1/2/1 and 00 H 13.83 R from Survey No. 257/2. That the said Development Agreement and Power of Attorney was registered before Sub-registrar Haveli No. 19 at serial No. 6819/2006 and 6820/2006 respectively.

That Sou Sunanda Namdev Jawalkar has executed Development Agreement and Power of Attorney dated 05/10/2006 in favour of Shri. Kashinath Eknath Mankar and Shri. Chandrakant Kashinath Mankar regarding her undivided share in the said property i.e. 00 H 15.83 R from Survey No. 257/1/2/1 and 00 H 13.83 R from Survey No. 257/2. That the said Development Agreement and Power of Attorney was registered before Sub-registrar Haveli No. 19 at serial No. 6821/2006 and 6822/2006 respectively.

That there were some litigation pending before various Courts and authorities for partition and other reliefs between Mankar families. Hence to settle the same Shri. Prakash Dashrath Mankar and 17 others waived their rights by Release Deed from Survey No. 257/1/2/1 area admeasuring 00 H 95 R. and from other survey number in



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favour of Shri. KashinathEknathMankar, Shri. ChandrakantKashinathMankar, Sou. Laxmibai Suresh Pathare, Sou. SunandaNamdevJawalkar, Shri. AnandEknathMankar, Late HirabaiDyanobaMankar through here legal heir Sou. SushilaAnandMankar and Sou. Shevantabai Vijay Nikam. The said Release Deed dated 30/12/2006 was registered on 14/02/2007 before Sub-registrar Haveli No. 19 at serial No. 233/2007

That SouLaxmi Suresh Pathare and SouSunandaNamdevJawalkar has executed Deed of Confirmation dated 27/06/2007 of above Development Agreements and Power of Attorney in favour of Shri. KashinathEknathMankar and Shri. ChandrakantKashinathMankar regarding their undivided share in the said property i.e. 00 H 31.66 R from Survey No. 257/1/2/1 and 00 H 27.66 R from Survey No. 257/2. That the said Deed of Confirmation was registered before Sub-registrar Haveli No. 19 at serial No. 5006/2007. That the same has been reflected by Mutation entry No. 11059.

That Smt. Shevantabai Vijay Nikam has executed Development Agreement and Power of Attorney dated 18/03/2008 in favour of Shri. AnandaEknathMankar regarding her undivided share in the said property i.e. 00 H 15.83 R from Survey No. 257/1/2/1 and 00 H 13.83 R from Survey No. 257/2. That the said Development Agreement and Power of Attorney was registered on 25/03/2008 before Sub-registrar Haveli No. 19 at serial No. 2322/2008 and 2323/2008 respectively.

That SouLaxmibai Suresh Pathare and SouSunandaNamdevJawalkar sold their undivided share i.e. 00 H 31.66 R from Survey No. 257/1/2/1 and 00 H 27.66 R from Survey No. 257/2 to Shri ChandrakantKashinathMankar by Sale Deed dated 18/03/2008 which was registered on 10/04/2008 before Sub-registrar Haveli No. 17 at serial No. 3710/2008. That the name of Shri ChandrakantKashinathMankar was entered in the 7/12 extract by Mutation Entry No. 11401 on 23/05/2008.

That Shri. KashinathEknathMankar has one son and four daughters. That Sou Bharti VitthalDabhade and SouVandanaRajendraSatav by Release Deed Dated 30/01/2009 have released their undivided share i.e. 00 H 05.66 R from Survey No. 257/1/2/1 and 00 H 04.60 R from Survey No. 257/2 from the property in favour of Shri ChandrakantKashinathMankar. That the said Release Deed dated 30/01/2009 is registered before Sub-registrar Haveli No. 16 at serial No. 543/2009. That the name of



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Shri Chandrakant Kashinath Mankar was entered in the 7/12 extract by Mutation Entry No. 11844 on 20/03/2009.

That Shri. Kashinath Eknath Mankar, Shri. Ananda Eknath Mankar, Sou Sushila Ananda Mankar, Sou. Shevantabai Vijay Nikam and Shri. Chandrakant Kashinath Mankar by Partition Deed Dated 19/05/2012 have mutually partitioned the properties. The said Partition Deed was registered before Sub-registrar Haveli No. 17 at serial No. 4984/2012. That the effect of the said partition is been reflected in the 7/12 extract by Mutation Entry No. 13868 on 04/06/2012.

That Shri. Chandrakant Kashinath Mankar executed a Gift Deed in favour of Shri. Ananda Eknath Mankar regarding his share in the said property i.e. 10 R from Survey No. 257/1/2/1. The said Gift Deed was registered on 19/05/2012 before Sub-registrar, Haveli No. 17 at serial No. 4993/2012. That as per the said Gift Deed the name of Shri. Ananda Eknath Mankar was recorded in the 7/12 extract by Mutation Entry No. 13891 on 13/06/2012.

Hence Shri. Ananda Eknath Mankar (00 H 10.00 R), Sou. Sushila Ananda Mankar (00 H 17.84 R) and Sou. Shevantabai Vijay Nikam (00 H 29.66 R) became absolute owners of an area admeasuring 00 H 57.50 R from Survey No. 257/1/2/1, which is described in schedule-1 A and Shri. Ananda Eknath Mankar (00 H 29.66 R), Sou. Sushila Ananda Mankar (00 H 11.83 R) became absolute owners of an area admeasuring 00 H 41.49 R from Survey No. 257/2 which is described in schedule-1 B.

And Whereas Mr. Ananda Eknath Mankar and others i.e. the Consenting Party herein through their Power of Attorney Holder Mr. Sandeep Rasiklal Shah obtained Non - Agricultural Permission in respect of the property herein mentioned in Schedule-1 from the Collector Pune bearing No. 368/2013 dt. 03/10/2013. And Whereas Mr. Ananda Eknath Mankar and others submitted the plan for construction of the building on the properties mentioned at Schedule-1 to the Pimpri Chinchwad Municipal Corporation and the Pimpri Chinchwad Municipal Corporation sanctioned the same vide Commencement Certificate bearing No. B.P./Wakad/69/2013 dt. 04/07/2013. The said plan was subsequently revised vide Commencement Certificate No. bearing No. B.P./Wakad/59/2014 dt. 30/05/2014. And Commencement Certificate No. bearing No. B.P./Wakad/169/2014 dt. 31/12/2014. And Whereas the Consenting Party herein entrusted the said property for Joint Development to the promoters herein to and in



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favour of ~~Maveli~~ Constructions Through its partner Mr. Sandeep Rasiklal Shah by executing a Joint Development Agreement and Power of Attorney on 05/04/2013 which are duly registered with the office of Sub Registrar, Haveli - 17 at Serial No. 3790/2013 and 3791/2013 respectively.

And Whereas by Virtue of aforesaid Joint Development Agreement and Power vested in them the Promoters and Developers herein are authorized & entitled to carry on & commence the said Scheme and to construct thereon Flat, Building consisting of Ownership Shops, Flat etc. to be sold on ownership basis and to enter into Agreement/s with the Purchaser/s of the said Flat/s, Shop/s etc. and to receive the sale price thereof.

And Whereas the Promoter & Builder have preferred to develop the said property in phases by constructing various buildings consisting of various residential flats on the entire property as per the layout of the buildings as have been approved and sanctioned as per the requirement and liberty of the Developers herein keeping in view to the market trends and future demands the option which is to be excised by the Promoters.

And Whereas the Promoters by virtue of the Development rights and powers vested in them have a lay out cum Building Plan with Pimpri Chinchwad Municipal Corporation which has been approved and sanctioned by Pimpri Chinchwad Municipal Corporation vide its Commencement Certificate bearing No.B.P./Wakad/69/2013 dt.04/07/2013. The said plan was subsequently revised wide Commencement Certificate No. bearing No.B.P./Wakad/59/2014 dt.30/05/2014. And Commencement Certificate No. bearing No. B.P./Wakad/169/2014 dt.31/12/2014. for the Property mentioned at Schedule-1 for construction of various buildings and tenements including Flats/ Shops etc and the Promoters and Building and tenements including Flats/Shops etc. and the Promoters and Building have accordingly taken step to commence and construct the said Ownership Scheme and buildings.

And Whereas the Promoters have also appointed Mr. G. A Bhilare Consultants Pvt Ltd. as structural engineer for the preparation of the structural design and drawing of the building and the promoter shall accept the supervision of the said Architect and the said Structural Engineer till the completion of the building and Project.

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And Whereas the Promoter has accordingly commenced construction of the said building in accordance with the said project by Name "Green Valley".

And Whereas the Purchaser/s with a views to require a Flat / Shop in the said Project and Building demanded from the Promoters and the Promoters had given inspection to the Purchaser/s of all documents of title relating to the said land, the said orders/ permissions/ Certificate, the Plans, the designs and specifications as per prepared by the Promoter's Architect & Structural Engineer and such other documents as are specified under THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016. (project registration number :P52100001019. Dated: 25/07/2017) (Hereinafter referred to as the said Act) and the rules made there under.

And whereas prior to making applications as aforesaid as required by the provisions of Maharashtra Co-op. Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and Urban Land (Ceiling and Regulation) act 1976 the Purchaser have made a declaration to the effect firstly, that whether the Purchaser or the member of the family (family as defined under the Urban land (C & R) Act, of 1976) of the Purchaser owns any tenement, house or building within the limits of Pune Urban Agglomeration area.

And Whereas the Purchaser/s after satisfying his/her/themselves about the nature of title, the plans etc. applied to the Promoters for the allotment of Flat No. 304 situated on the Third Floor in the building "B" in the project "Green Valley" being constructed upon property mentioned at Schedule-1.

And Whereas relying upon the said application, the Promoter has agreed to sell to the Purchaser Flat No. 304 situated on the Third Floor in the building "B" in the project "Green Valley" for Rs. 73, 90,000/- (Rs. Seventy Three Lakhs Ninety Thousand Only) at the price which is unit price for saleable area and the area mentioned is for the purpose of paying Stamp duty as Prescribed by the registration authorities and this is not Sq. Ft. or Sq. Mtr. deal but a package deal and on the terms and conditions herein after appearing.

And Whereas at the time of execution of these presents the Purchaser/s has / have paid to the Promoter a sum of Rs. 1, 00,000/- (Rs. One lakhs only) by NEFT/ RTGS / Cheque No/ Cash: 016396 dated 19/07/2016 Bank: Lokmangal Co - Op Bank Ltd. Branch: Hadapsar. Pune. being the part payment of the sale price of the Flat/Shop agreed to be sold by the Promoters to the Purchaser/s as advance payment (the receipt

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and payment whereof the Promoters does hereby admit and acknowledge) and the Purchaser/s has agreed to pay the Promoters the balance of the sale price in the manner as set forth in clause 2 hereinafter appearing.

AND WHEREAS under Section 13 of the said Act of 2016, the Developers are required to execute Written Agreement for Sale of the Said Flat to the respective Purchaser/s being in fact these presents and also to register the said agreement under Registration Act.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. DEVELOPER TO CONSTRUCT THE BUILDING:

The Developer has commenced the construction of Residential Flats in the Scheme "Green Valley" on the said land in accordance with the layout plans, designs, specifications as approved by the PimpriChinchwad Municipal Corporation and which have been seen and approved by the Purchaser/s subject to such alterations and modifications as the Developer may consider necessary or as may be required by the concerned local authorities to be made in them or any of them.

The purchaser hereby gives/give his/her/their irrevocable consent to the Promoter herein to carry out such alteration, modification, in the sanctioned plan/s of the building as the Promoter in his sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, competent authority or Government or any office of any local authority.

Provided that the promoter shall have to obtain prior consent in writing of the purchaser if such alteration and modification adversely affect the construction of the unit hereby agreed to be sold. The purchaser herein shall have no right to withhold such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

2. PAYMENT SCHEDULE:

The Purchaser/s hereby agree/s to purchase from the Developer and the Developer hereby agrees to sell the following:-

a) Unit :- Flat

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- b) Bearing No. :-
 c) Floor :- Third
 d) Actual Carpet area :- 78.09 Sq. Mtrs.
 e) Adjacent Terrace area :- 15.71 Sq. Mtrs.
 f) Top Terrace Area :- Nil Sq. Mtrs.
 g) Open Space :- Nil Sq. Mtrs.
 h) Building :- "B"
 i) Name of Project :- "Green Valley"
 J) Parking :- Allotted Covered Car Parking.

And bounded as under: -

On or towards East : Flat no. 301.

On or towards South: Flat No. 303.

On or towards West : Open.

On or towards North: Open.

For the price of Rs. 73, 90,000/- (Rs. Seventy Three Lakhs Ninety Thousand Only) towards the amount being consideration of the Said Flat. The Purchaser/s has / have paid to the Developer a sum of Rs. 1, 00,000/- (Rs. One Lakhs Only) on or before the execution of this Agreement and hereby agrees to pay to the Developer balance amount of purchase price of Rs. 72, 90,000/- (Rs. Seventy Two Lakhs Ninety Thousand Only) in the following manner.

No.	Stages of Payment	Percentage	Amount in Rs.
1	At the Time of Plinth	15%	10,93,500/-
2	At the time of Flats Slab (5% each Slab)	60% 5*12=3,64,500	43,74,000/-
3	At the Time of Brick Work of the respective Flat Purchaser)	10%	7,29,000/-
4	At the Time of External Plaster of the respective Flat Purchaser	05%	3,64,500/-
5	At the Time of Internal Plaster of the respective Flat Purchaser	05%	3,64,500/-
6	At the Time of Flooring Work of the respective Flat Purchaser	03%	2,18,700/-
7	On or before receiving Possession &	02%	1,45,800/-

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similarly on hearing all dues, deposit, interest etc.		
Total	100 %	72,90,000/-

IT IS EXPRESSLY AGREED THAT FOR EACH OF THE ABOVE PAYMENTS TIME IS ESSENCE OF THE CONTRACT. It is hereby agreed that the purchaser shall not be entitled to claim possession of the said flat until the entire consideration and all other deposits including all the money payable to the Promoters/ developers whether under this agreement or otherwise are paid in full.

AND WHEREAS the Purchaser's have to pay the amount of Rs 73, 900/- VAT /-(Rs. Seventy Three Thousand Nine Hundred Only) by Chq. No _____ Drawn on _____ dtd _____ against VAT to the Promoter.

In addition to above consideration the purchaser shall liable to pay the Service Tax at prevailing rate of Service Tax at actual.

- The Promoter shall bear the additional expenses of the following:
- The charges and expenses for formation of Co-Operative Housing Society/Societies/Federation.
 - The M.S.E.D.C.L. meter deposit, transformer charges (if any), common meter installation charges.
 - The Club House charges.

3. OBSERVANCE OF ALL CONDITIONS IMPOSED BY LOCAL AUTHORITY:

It is hereby agreed that subject to the terms of this agreement the Developer and the purchaser shall observe, perform and comply with all terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or any time thereafter or at the time of granting the completion certificate. The purchaser shall not be entitled to claim the possession of the said unit until the completion certificate in respect of the said unit is received by the promoter and purchaser pays all dues payable under this agreement in respect of the said unit to the purchaser and has paid necessary deposits and sign the possession documents.

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It is hereby declared that sanctioned plans have been shown to the purchaser/s and floor space index (FSI) available is shown in the said plan/s. Similarly the floor space index, if any, utilized as floating floor space index or in any manner i.e. to say transfer from the said land or floor space index of some other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye laws. The Promoter shall be entitled to float FSI of the property in the present scheme to any other property and vice-versa, if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of internal roads, road widening FSI, TDR etc. on the said building.

5. DISCLOSURE AS TO TITLE:

The Developer had made full and true disclosure of the nature of their right and interest in the said property / land as well as encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Purchaser/s the nature of their right, Title, interests or right to construct building. The Promoter has also given inspection of all the documents to the Purchaser/s as required by law. The Developer has also requested the Purchaser/s to carry out the search and to investigate the title by appointing his / her / their own Advocate. The Purchaser/s having acquainted himself / herself / themselves with all the facts and the nature of right of the Developer & only then have entered into this agreement. The Purchaser/s hereinafter shall not be entitled henceforth to challenge the title or question the right/authority of the Promoter in respect of the said land and to enter into this agreement at any stage of the implementation of the scheme. The Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said land and building construed without affecting the rights granted in favor of the purchaser in respect of the unit agreed to be purchased by him as per the terms of the Agreement.

6. INTEREST ON AMOUNT DUE:

Without prejudice to the right of the Promoter to take action for breach arising out of the delay in payment of the installment on the due dates, the Purchaser/s shall be bound and liable to pay interest at the rate of 24% (Twenty Four Percent) per annum or part thereof monthly interest, on all the amounts which become due and payable by the Purchaser/s to the Developer till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the Right of the Developers under this

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Agreement shall be constructed as condonation of the delay by the Developers against delay in payments by the Purchaser/s.

7. TERMINATION OF DEFAULT IN PAYMENT AND BREACH OF CONDITIONS:

On the Purchaser/s committing default in payment on due dates of any amount of installment payable under this agreement or any amount due and payable under this agreement (Including his / her proportionate share of taxes levied by concerned local authority and other outgoing, deposits) and on the Purchaser/s committing breach of any of the terms and conditions herein contained the Developer shall be entitled at his own option to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Developer unless 15 days prior notice in writing of this 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 and default shall have been made by the Purchasers in remedying such breach or breaches within a reasonable time after giving of such notice.

Provided further that upon termination of this Agreement as aforesaid the Purchaser/s shall apply for refund and the Developer shall refund to the Purchaser/s, the installments of agreement cost of the Said Flat / Unit which might have till then paid by the Purchaser/s to the Developer after deducting 20% of the unit value as the administrator have expenses, incurred and damages / loss suffered by the Developers. The aforesaid amount shall be paid by the promoter to the purchaser after resale of the said unit to the other purchaser and in any case the Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded. That upon termination of this Agreement and/or on refund of the aforesaid amount after aforesaid deductions by the Developer, the Developer shall be at liberty to dispose off and sell the Said Flat / Unit to such person and at such price as the Developer may in their absolute discretion think fit.

8. AMENITIES PROVIDED:

The specifications of the said unit and the fixture, fittings and amenities to be provided by the Developer to the said are unit as described in this Agreement in Schedule (List of Amenities) hereunder written. The Purchaser/s shall not be entitled

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to any extras. If any other extra fixtures or amenities are provided by the Developer on the request of the Purchaser/s, then the Purchaser/s shall be bound to pay the extra price for such additions and all such bills raised by the Developer shall be final and the Purchaser/s shall not dispute the same. The Purchaser shall not be deemed any changes in the plan of the unit annexed herewith. The Promoters shall not refund any amount for deleting any item of specification and amenities on request of the Purchaser

9. POSSESSION:

The Developer shall give possession of the SAID FLAT / UNIT to the Purchaser/s on or before **31/10/2017**. With grace period of **03 Months** and only subject to receiving the entire payment of dues under this agreement to the Developer. If the Developer fails or neglects to give possession of the SAID FLAT / UNIT to the Purchaser/s on account of reasons beyond their control by the aforesaid date or within the period mentioned under Sections 18 of THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the SAID FLAT / UNIT with simple interest at nine percent per annum from the date the Developer received the sum till the date of amounts and interest thereon is repaid, subject to the prior encumbrances, if any, be charge on the said unit.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of SAID FLAT / UNIT on the aforesaid date, if the completion of the building in which the SAID FLAT / UNIT is delayed on account of:

- Non-availability of steel, cements, other building material, water or electric supply.
- War, civil commotion or act of God.
- Any notice, order rule notification of the Government and / or other public or competent authority in respect of and affecting the said development.
- Changes in any Rules, Regulations and Bye-Laws of the various statutory bodies and authorities from time to time then affecting the development and the project.
- Delay in grant of any NOC/permission/license connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme, Road NOC or completion certificate from appropriate authority.

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Delay or default in payment of dues by the Unit Purchaser (without prejudice the right of promoter to terminate this agreement under clause 7 above)

- Pendency of any litigation.
- Any act beyond the control of the promoter.

10. DEFECTS OR UNAUTHORISED CHANGE:

The Purchaser/s shall take possession of the SAID FLAT / UNIT within 15 days of the Developer giving written notice by R.P.A.D./ Speed Post/ E-mail to the Purchaser/s intimating that the SAID FLAT / UNIT is ready for use and occupation.

Provided that if within a period of one year from the date of handing over the SAID FLAT / UNIT to the Purchasers the Purchaser/s brings to the notice of the Developer any defect in the said Flat on the building or any unauthorized change in the construction of the said; changes shall be rectified by the Developer at his own costs, and in case it is not possible to rectify such defects or unauthorized changes, then the Developer will pay to the purchaser reasonable compensation for such defects or change. The word defect herein above stated shall mean only the manufacturing defect caused on account of willful neglect of the Promoter himself and shall not mean defects caused by normal wear and tear, negligent use of the premises by the Purchaser, abnormal fluctuation in the temperature, abnormal heavy rain etc.

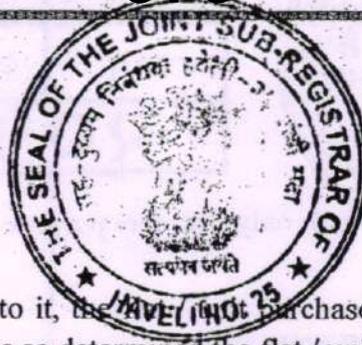
11. MAINTAINENCE:

The monthly maintenance will start from the date of intimation letter given to the Purchaser/s that Possession for Interior is ready OR any of the purchaser/s takes the possession for interiors OR from the date of Completion certificate by the local authority, whichever is earlier. The Flat / unit Purchaser/s shall be liable to bear and pay the monthly maintenance as per the proportionate share (i.e. in proportion to the floor area of the flats /units or in lump-sum monthly amount) of outgoings in respect of the said land and building/ buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, Insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s. Until the Association of Apartment Owners/Co-Operative housing society/body of the flat / unit holders is formed and registered and the said land and building/s or the administration of the building/s is

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handed over or transferred to it, the Purchaser/s further agrees that till the flat / unit purchaser's share is so determined the flat / unit purchaser/ s herein shall pay to the Promoter or to such person as may he nominated by the Promoter provisional contribution of Rs. 50, 000/- (Rs. Fifty Thousand Only) for approximately 18 months. The amounts so paid by the flat / unit purchaser/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favour of the unit purchaser/s as aforesaid. During the continuance of the scheme the maintenance charges paid by the Purchaser/s after occupying the flat / unit agreed to be sold to him, her, them or are, are never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold units from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the flat / unit purchaser/s to the Promoters or concerned person prior to the final conveyance deed as aforesaid. The flat purchaser/s undertake/s to pay such provisional monthly contribution as decided by the Promoter. The flat / unit purchaser/s herein has/ have specifically agreed to pay his contribution for running and maintaining the lifts/elevators (if provided in the said building) irrespective of the floor on which the flat / unit is located and also irrespective of the use of the lifts/elevators by the flat / unit purchaser/s. The Promoter is not liable to give any account of the expenses incurred for the aforesaid purposes. The Promoter shall maintain the said project until the formation of Co-operative Society / Societies / Federation or Completion of project or as and when the Promoter confirms that all the work in the said project is completed whichever is earlier. In that event the Promoter calls the flat / unit holders to take the charge of the said Maintenance of the said project and it will be their sole responsibility. In case flat / unit holders fails / neglects to take the charge of the maintenance of the said project, in that event the Promoter will stop the maintenance of the said project and will not be responsible for anything/ consequences arising out of the said maintenance. The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Co-operative Housing Society / Societies/ Federation, the flat/ unit holders shall be bound by the said contract.

12. PURPOSE OF USE OF TENAMENT:

The Purchaser/s shall use the SAID FLAT / UNIT or any part thereof or permit the same to be used only for the purpose permitted by local authority. Purchaser shall use

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the parking space allotted) only for the purpose for keeping or parking the purchasers own vehicle.

13. FORMATION OF ORGANISATION:

The Developer has already made aware his intention of subjecting the property and building to the provisions of Maharashtra Apartment Act, 1970 and that the present purchaser/s along with other purchasers of the various Residential Accommodations in the entire set up or project or as may be decided by the Developers in two or more phases shall join in forming and registering the Condominium of Apartment Holders or Co - operative Society to be known by name "Green Valley" as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and the registration of the Condominium of apartment Holders or Co - operative Society and for becoming a member including the bye - laws of the proposed CO - OPERATIVE HOUSING SOCIETY or CONDOMINIUM OF APARTMENT HOLDERS and duly fill in, sign and return to the Developer within three days of the same being forwarded by the Developer to the unit purchaser so as to enable the Developer to register the said organization of the tenement purchasers as provided in Section 11 clause (3)(e) of THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016. No objection shall be taken by the Purchaser/s if any change or modification are made in the draft, bye - laws as may be required. It is specifically agreed between the parties hereto that even if before Completion of the entire scheme or sale of all units should the Maharashtra Apartment Ownership Act 1970 be registered, then for the unsold premises the Developer shall not be liable or required to contribute towards the common expenses for maintenance charges or any amount any head.

14. CONVEYANCE:

Unless it is otherwise agreed to be and between the parties hereto. The Developer shall, within three months from the date of issue of occupancy certificate, shall cause to transfer to the Apartment Holders/allottees all the rights title and the interest of the Developer and the OWNERS in the aliquot part of the said land together with the building by obtaining/s or executing the necessary and appropriate conveyance of the said land or to the extent as may be permitted by the authorities.

15. CHANGE IN NAME OF AREA, BUILDING OR ELEVATIONS ETC.:

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That the common name for the area and the instructions of the proposed buildings are to be made, shall always remain "Green Valley" and this name shall hereafter remain irrevocable by the Purchaser/s. That, the elevation of the proposed buildings shall remain the same and shall not be liable to be modified, altered or changed by the purchaser/s and the color combination of the exterior portion shall always remain the same. The purchaser/s shall accordingly in case of fixing grills, safety door, air-conditioners shall strictly comply with the designs provided by the Developer and the same is to be affixed at the conspicuous place as may be directed by the Developer. Provided further that the purchaser shall not carry out any alteration of whatsoever nature in the said unit or in the fitting therein, in particulars it is hereby agreed that Purchaser shall not make any alteration in any of the fitting, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

16. PARKING FACILITES:

That Flat Purchaser is also provided the Parking facilities without any consideration and the Purchaser/s can use the said premises for the own vehicle Parking purpose only.

17. DEVELOPER TO UTILISE THE SUM FOR SPECIFIED PURPOSE:

The Purchaser/s shall pay to the Developer expenses for meeting all legal costs, charges and expenses including professional costs of the Advocate of the Developer in connection with the formation of the said Condominium, preparing its rules, regulations and bye - laws and the cost of preparing and engrossing this Agreement and the conveyances or assignment of lease.

18. SPECIAL RIGHT OF THE DEVELOPER:

The Developer has specifically mentioned other common facilities and amenities that will be used by the exclusive Flat Purchasers along with the other Purchasers of various tenements proposed to be constructed in the form of multi - storied building and in that case the terrace or terraces, if any, of the building or buildings constructed on the said land hereditaments and premises including the parapet walls, open spaces and side margins shall always be the exclusive property of the Developer. It is further agreed by and between the parties that if the permitted floor space index density is not consumed in the building being put up and / or at any time further construction or additional F.S.I. is made available due to change or modifications in D.C. Rules on the

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said plot is allowed, the Developer shall always have the right to put additional storey and / or consumed the balance / additional floor space index in any manner, the Developer may deem fit and in case of area under road widening, F.S.I. is available or any other F.S.I. that may be allowed to the Developer either from the said referred property or the adjacent property or by TDR (Transfer of Development Rights) of the Developer then the same is to be utilized by the Developer in the same building without obtaining any clearance / N.O.C. from the Purchaser/s or the Condominium of Apartments. The Deed of Conveyance of the said Plot to the Condominium of Apartments hereinafter mentioned shall be made subject aforesaid reservations.

19. COVENANT AS TO USAGE AND MAINTENANCE OF TENEMENTS ETC:

The Purchaser/s for himself or themselves with the intention to bring all persons into whatsoever hands the SAID FLAT / UNIT may come, both hereby covenant with the Developer as follows: -

- a) To maintain the SAID FLAT / UNIT at the purchaser's own cost and any goods therein in tenantable repair and condition from the date of possession of the SAID FLAT / UNIT is taken and shall not do or suffered to be done anything in or to the building in which the SAID FLAT / UNIT is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change of change/alter or make addition in or to the Building/s in which the SAID FLAT / UNIT is situated and the SAID FLAT / UNIT or any part thereof.
- b) Not to store in the SAID FLAT / UNIT any goods which are of hazardous, combustible or dangerous nature or are so heavy to damage the construction of structure of the building in which the SAID FLAT / UNIT is situated or storing of which goods is objected to be the concerned local or to here authority and shall not carry or cause to be carried heavy packages whose upper floor which may damage the staircase, common passages or any other structure of the building in which the SAID FLAT / UNIT is situated including the entrances of the building in the SAID FLAT / UNIT are situated and also the SAID FLAT / UNIT itself and in case any damage is caused to the building in which the SAID FLAT / UNIT is situated or the SAID FLAT / UNIT and on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the Breach.

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- e) To carry at his own cost all maintenance to the Said Flat / Unit and maintain the SAID FLAT / UNIT in the same conditions, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffering to be done anything in or to the building in which the SAID FLAT / UNIT is situated or the SAID FLAT / UNIT which may be given the rules and regulation and bye-laws of the concerned local authority or public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and other public authority.
- d) Not to demolish or cause to be demolished the SAID FLAT / UNIT or any part thereof, nor at any time make or cause to be made therein or alteration of whatsoever nature in or to the SAID FLAT / UNIT or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the SAID FLAT / UNIT is situated and shall keep the portion sewers, drainpipes, in the SAID FLAT / UNIT and appurtenances thereto in good tenantable repair and conditions, and in particulars so as to support and protect the other parts of building in which the SAID FLAT / UNIT is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. pardis, or other structural members in the SAID FLAT / UNIT without prior written permission of the Developer and/or the society or the Condominium of Apartment Holders and if required of the local authority in this respect.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building thereupon in which the SAID FLAT / UNIT is situated or any part thereof whereby any increase premium shall become payable in respect of the insurance.
- f) Not to throw dust, dirt, rubbish, rage, garbage, or other refuse or permit the same to be thrown from the SAID FLAT / UNIT in the compound or any portion of the said land and the building in which the SAID FLAT / UNIT is situated.
- g) Pay to the Developer within 7 days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government or giving electricity or any other service connection to the building in which the SAID FLAT / UNIT is situated.
- h) To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of possession in respect of the said unit and also any

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increased taxes, insurance etc. which are imposed by the concerned local authority, and or Government and / or other public authority on account of change of user of SAID FLAT / UNIT by the Purchaser/s viz. User for any purposes other than that it is approved for.

- i) The Purchaser/s shall not let, sublet, transfer, assign or part with purchaser's interest or benefit factor of this Agreement or part with the possession of the SAID FLAT / UNIT until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach or non observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to the Developer and paid the required transfer charges as decided by the Developer.
- j) The Purchaser/s shall observe and perform all the rules and regulations that "Green Valley" may adopt at its inception and the additions, alterations, or amendments thereof that may be made from time for protection and maintenance of the said building and the SAID FLAT / UNIT therein and for the observance and performance of the said building rules, Regulations and Bye – laws for the time being of concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all stipulations and conditions and use of the SAID FLAT / UNIT in Condominium of apartment holders regarding the occupation and use of the SAID FLAT / UNIT in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms and conditions of this agreement.
- k) Till a conveyance of building in which SAID FLAT / UNIT is situated is executed the Purchaser/s shall permit the Developer and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into upon the SAID FLAT / UNIT and/or upon the said land and building or any part there if to visit and examine the state and conditions thereof.
- l) Not to obstruct the development or construction work for any reason or in any way.
- m) In the event of the Promoter carrying out any work of additions and/or alteration as per the instruction of the Purchaser to keep the promoter harmless and indemnified from all or any actions if taken by any person or authority or incidents thereof. The promoter shall not be bound to obtain completion certificate /occupation certificate as per such additions or alterations which work shall be done by the Purchaser at his own cost and risk.

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n) If the Purchaser desires to fit the balconies or terrace attached to the unit and or windows then he shall do so at his own cost only as per the designs and specification approved by the promoter. The promoter shall not fix any grills or enclose the car parking space allotted for his exclusive use.

o) Till a separate meter or water meter is installed /allotted by MSEB/PCMC, the purchaser herein agrees to bear and pay punctually the amount and the charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities.

20. NO GRANT TILL CONVEYANCE:

Nothing contained in this Agreement is intended to be not shall be construed as a grant, demise or assignment in laws of the SAID FLAT / UNIT or of the said plot and building or any part thereof. The purchaser/s shall have no claim save and except in respect of the SAID FLAT / UNIT hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreations, spaces etc. will remain the property of the Developer and the Developer shall have absolute right to dispose off any open space, parking or terrace etc.

21. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER:

Any delay tolerated or indulgence shown or omissions on part of the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

22. REGISTRATION OF AGREEMENT AND CONVEYANCE:

The original of this agreement is given to the Purchaser. The Purchaser/s shall present this Agreement as well as other deeds, documents etc. which are to be executed by the party/s hereto in pursuance of these presents at the proper registration office of registration within the limit prescribed by the Registration Act and the Developer & Purchaser/s shall attend such office and admit such execution thereof. The Promoter will not be responsible if the purchaser fails to register the agreement as mentioned above.

23. PURCHASER/S ADDRESS FOR SERVICE OF NOTICE:

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All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser, by Registered post A. D. /Speed Post/ E-mail at his / her address as specified below.

Name :- MR. PRASANNA PRAKASH SIDDHA.
R/at :- B/2, Nayaran Baug Society, Opp. Noble Hospital, Magarpatta Road, Hadapsar, Pune. Pin: 411028
E-mail :- prasannasiddha@gmail.com

The Purchaser/s shall inform in writing change of Address after the execution of this agreement, if any to the Developer by R.P.A.D.

24. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES:

That the terrace above the building shall be exclusively in possession of the Promoter & Developer and they can and are allowed to install any hoardings, Towers, etc. on the said buildings. Hereto that the terrace/Balcony adjoining adjacent to respective Flat shall always exclusively belong to that respective Flat Purchaser only.

25. ACT:

This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act 1970 or the Real Estate (Regulation and Development) Act, 2016 and as amended time to time and the rules made there under.

26. PAYMENT OF SALES TAX AND OTHER TAXES:

The Purchaser/s shall separately pay sales tax, service tax betterment and development charges or any other tax or outgoing, charges payable if any at present or in future in respect of the sale and / or transfer of the SAID FLAT / UNIT as per this Agreement. In case the Developer is required to pay the same for any reason whatsoever, the Purchaser/s shall immediately reimburse the said payment to the Developer as per their demand.

The Purchaser here by agrees that in the event of any amount by way of premium to the Corporation or to the State or Central Government or Betterment charges or development tax or educational cess or any other tax or payment of similar nature become payable by the Promoter either before or after delivery of the possession of the unit the same shall be paid in advance either by way of deposit or advance by the

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Purchaser to Promoter in proportion to the area of the unit to be purchased by the Purchaser.

If any tax is levied by the govt., Corporation and/or any other authority or authorities on the sale of the unit, etc. and/or of the incidents of this transaction including sales tax, service tax on transfer of property in goods involved in works contracts, etc. then the Purchaser shall be liable to pay the same to the Promoter as and when it is demanded by the Govt. , Corporation etc. The Promoter shall not be liable to pay the same. The Purchaser shall keep the Promoter indemnified from all such liabilities. The purchaser hereby agreed to execute the separate indemnity bond for this purpose, before taking the possession of the said unit.

27. ELECTRICITY AND WATER SUPPLY:

The promoter/s has taken an amount from the Purchaser towards MSEB ORC / SLC charges and initial meter deposit being non refundable amount. That in case there is an Liability of installing the Meters, Cables or transformer or any other additional and incidental charges levied by the M.S.E.B. such as ORCS/SLC and other additional and incidental charges levied by the M.S.E.B. Deposits, installation, consultation & service charges of meter sanction, cables upto individual meters, Feeder Pillars, Busbar, laying cable and its pipeline, Transformer plinth, LT Room construction, Cable inspection charges, consultation charges etc. from time to time for getting proper electricity supply whether in the premise where the buildings and the Unit is situated or outside, including common meter the same shall be proportionately borne by the SAID FLAT / UNIT Purchaser to the Promoter on demand. Due to any reason if the Electrical work is delayed and proper supply is not available to the SAID FLAT / UNIT Purchaser, in the interim period, for the SAID FLAT / UNIT Purchaser convenience a few temporary or permanent meters will be availed for which the Purchaser shall have no complaints.

Similarly if there is any delay in obtaining separate water supply the Promoter shall not be held responsible for the same and the Purchaser consents for any temporary arrangements that may be made in the interim period. The Purchaser shall pay the proportionate Or entire charges as demanded, determined or decided by the Promoters. The promoter s hall be entitled to deduct any dues of such proportionate or entire charges payable by the Purchaser from the Society maintenance Deposit or MSEB deposit account for whi ch the Purchaser hereby gives consent.

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28. RESTRICTED AREA, TERRACE AND OPEN GARDENS:

The terrace and open / gardens adjoining to particular Flat or specifically allotted to a particular tenement Purchaser shall exclusively be used by the concerned Purchasers only and the same shall be restricted area for other SAID FLAT / UNIT holders subject to the entry for maintenance of building, drainage, water line and or for any services of amenities and this entry will not be obstructed by the SAID FLAT / UNIT area holders on the pretext of any reason or reasonable cause.

The Developers reserve exclusive rights for use of portion/s of the terraces of the said new buildings proposed to be constructed on the said land and in the said complex, for the purpose of setting up and installing communication or information sites or links, cell sites and / or base stations, along with attendant room/s and electronic meter room/s to be constructed or provided for the purpose, and to install dish antennae, electric meters, cables and connection lines along with related and other systems and equipment, on the terms and conditions agreed between them either through themselves or through any other company / body. Further the Developers have reserved exclusive rights for use of open space/s within the said complex, and the terraces, walls and other parts of the proposed new buildings constructed and to be constructed on the said land and in the said complex, for the purpose of setting up and displaying hoardings, advertisements and sign boards, illuminated or otherwise, and neon signs thereon, and for such purposes to install and provide electric meter rooms, communication links, cables and connection lines along with related and other systems and equipment, on the terms and conditions agreed between them either through themselves or through any other body / company.

29. CHANGE IN AREA OR ADDITION:

If any change in area walls, site plan or room, portion of Flat / Shop / Flat etc. are required to be made before handing over possession by the Developer to the Purchaser, due to peculiar site condition of by the direction of PimpriChinchwad Municipal Corporation or any other State or Central or Local Authority, the Developer shall have an absolute right to effect the change without the consent of the purchaser. In such an event if there is any change in area of the premises, by the agreed rate and accordingly the money to be paid will be adjusted. The Purchaser/s shall allow the dry duct to be opened with a view to clean the same. Similarly after the possession of the said tenement is handed over to the Purchaser but before the final conveyance in favor of Association if any additions or alterations in or about relating to the said building

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are required to be carried out by the Municipal or other statutory Authority, the same shall be carried out by the Developer in co-operation with the purchaser of the said tenement in the said building at his / her / their own costs and the Developer shall not be liable or responsible for the same.

30. PURCHASER/S TO BE ANSWERABLE FOR USE OF TENAMENT:

The Purchaser/s shall use the SAID FLAT / UNIT for the purpose it is given and as sanctioned by the P.C.M.C. and the respective authorities and the Purchaser/s shall be answerable and responsible for any deviation in use of the same. The Purchaser/s is entitled only to the SAID FLAT / UNIT hereby agreed to be sold to him and shall not use any open spaces, passage etc. unauthorized for such purpose that may cause inconvenience or is objected to or by the Society / Association or any of its members and also by the Developer till the final conveyance.

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Units or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described herein below will remain the property of the Promoter.

31. PROJECT NAME & DEVELOPMENT:

The Developers have decided to undertake the development of the said entire land under one name "Green Valley". Further with a view to easy identification of the location of the buildings, the Developers have decided to name independent Buildings/ Wings which may consist of or may not consist of Shops. It is further confirmed that under no circumstances name of the Project and or the Building will be changed except as per the discretion of the Developers only. It is specifically understood that the brochure/s published by Developers from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc. to increase the aesthetic value only and do not amount to any agreement/s. These features / amenities are not agreed to be developed or provided.

32. CANCELLATION:

This Agreement is subject to provisions of the Maharashtra Apartment Ownership Act 1970 or the Real Estate (Regulation and Development) Act, 2016.

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If the Purchaser/s desires to cancel the Agreement which is registered in the office of Sub - Registrar by mutual and legal understanding between the parties then the payment which Purchaser/s has paid to the Developer will be returned by cheque after deducting 20% on Agreement Cost as a administration charges and the Deed of cancellation will be registered by both the parties in the office of the Sub - Registrar.

It is also agreed between the parties that if the Purchaser fails to pay the agreement balance amount within the stipulated period in such event the Promoter/Developer shall give 15 days notice in writing showing their willingness to cancel the said Flat and if the Purchaser fails to pay the outstanding amount as demanded then this Agreement shall be treated as Cancelled and the Party of the First Part will have complete right & authority to sell the Flat to other purchaser / person of their choice. In such case the Purchaser shall have no right to claim the said Flat from the Developer in any court of Law. The Purchaser/s has read & understands this column and agreed by himself.

33. RESALE:

If the Purchaser/s desires to resale his allotted SAID FLAT/SHOP after the possession, it is mandatory that he should take written permission from the party of the first part i.e. DEVELOPER or the Society.

34. UNIT:

The Developer agrees to sale the SAID UNIT / FLAT on one unit basis. The measurement and details as per sanctioned plan from the PCMC And the Purchaser is satisfied for the details of the UNIT / FLAT & he is agreed to purchase the SAID UNIT / FLAT / as per he is shown today by Developer and the consideration has fixed on the UNIT / FLAT basis not on measurement basis.

35. INCOME TAX:

The FLAT Purchaser/s should submit the Income Tax Authorities paper when and required by the Developer with their own expenses.

36. AMENITIES PROVIDED:

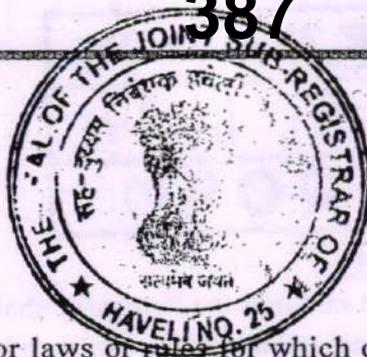
The fixtures, fittings, specifications and amenities tentatively proposed to be provided by the Promoter in the said building and the Unit/s are those that are set out hereinafter. However, the same may be changed suitably by the Promoters depending on the availability of building materials and/or changes in

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Government policies or laws or rules for which changes the Unit Purchaser shall deemed to have given his consent. If the Purchaser wants any change in the amenities of the Flat, the said change can be effected by the Promoter if it is in accordance with the rules and regulations of the sanctioning authority and the same is suitable and convenient to carry out for the Promoter.

37. STAMP DUTY & REGISTRATION CHARGES:

At the time of registration, the Purchaser/s shall pay to the Developer the purchasers share of stamp duty, registration charges payable, if any, conveyance or any document or any instrument or transfer in respect of the said land and the building or admission as member etc. to be executed in favor of "Green Valley" herein after adjustment of the stamp duty paid to this agreement.

The consideration of the said tenement is Rs. 73, 90,000/- (Rs Seventy Three Lakhs Ninety Thousand Only) is much more than the value as prescribed vide Government Reckoner details

Sub Division	Open Plot	Residential House	Office	Shop	Industrial	Unit. (Rs /-)	Attribute
11/2 property belongs to Alternative road to Connect Pune - Mumbai Highway	18670	62320	64850	69870	0	Sq. M	Survey No.

Which is true and fair market value of the said Unit. This agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act, 2016 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Flat Purchaser/s herein has paid the appropriate stamp duty along with appropriate registration charges herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, livable on the conveyance, which is to be executed by the Promoter herein in favor of the Unit Purchaser in which Unit Purchaser will be the member in respect of the said Unit. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Flat Purchaser.

38. The FLAT / UNIT Purchaser/s are prohibited to start the business of Veg./Non-Veg. Restaurant or Liquor or Permit Room/ Lottery or related business and the Purchaser/s shall not start any type of above business in his unit by legal or illegal manner.

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39. DELIVERY OF POSSESSION:

Before delivery of possession of the said unit the Purchaser shall satisfy himself about the correctness of the area of the Unit and about the quality of construction work and specification / amenities provided. After delivery of possession the Purchaser shall not be entitled to make any complaint therefore and all the rights regarding the same be deemed to have been waived.

40. ARBITRATION:

In case of any dispute between the Promoter and the Purchaser regarding any aspect of the transaction including quality of construction work, defective service by the Promoter delay in construction work and / or sale deed, alteration in the plan, parking, arrangement, grant of exclusive uses rendering of account etc. then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by the Promoter whose decision shall be final and binding on both parties. That the FLAT / UNIT purchaser has given his free consent for the appointment of single Arbitrator by the Promoter and the same will not be disputed by the FLAT / UNIT purchaser in any manner.

41. The Purchaser hereby irrevocably authorized the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the promoter in this regard shall be binding on the Purchaser. The Promoter may till the execution of the final conveyance represent the Purchaser to do all the necessary things / acts in all departments of the PCMC, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi - Govt. departments, MSEB, ULC official etc. and the same shall stand ratified and confirmed by the Purchaser herein.

42. It is specifically agreed between the Parties that after the Association of Apartment Holder of all the unit holders is formed and registered and conveyance completed the Promoter shall and will not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

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43. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Purchaser/s herein or the organization in which he will become a member shall not be entitled to object the said use subject to the said rights of the Promoter and this term is the essence of this agreement.

SCHEDULE – I (Description of Property)

A. All that piece and parcel of the property bearing Survey No. 257, Hissa No. 1/2/1, total area admeasuring 00 H 95.00 R, out of which property admeasuring 00 H 57.50 R situated at Village Wakad, Tal. Mulshi, Dist. Pune within the jurisdiction of Pimpri Chinchwad Municipal Corporation and within the limits of Sub-Registrar.

And bounded as under: -

On or towards East : Survey No. 257/1/2/1.

On or towards South: Road.

On or towards West : Survey No. 257/1/2 and 257/3

On or towards North: Survey No. 257/1/2.

Along with all right, title and interest therein.

B. All that piece and parcel of the property bearing Survey No. 257, Hissa No. 2, total area admeasuring 00 H 83.00 R, out of which property admeasuring 00 H 41.49 R situated at Village Wakad, Tal. Mulshi, Dist. Pune within the jurisdiction of Pimpri Chinchwad Municipal Corporation and within the limits of Sub-Registrar.

And bounded as under: -

On or towards East : Survey No. 258.

On or towards South: Survey No. 257/2.

On or towards West : Survey No. 257/3

On or towards North: Survey No. 257/1/2.

Along with all right, title and interest therein.

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Total area measuring 01 H 78 R out of which area admeasuring 00 H 98.99 R from Survey No. 257, Hissa No. 1/2/1 and Survey No. 257, Hissa No. 2 of Village Wakad, Taluka Mulshi, Dist. Pune

SCHEDULE- II (Description of Flat/Unit)

- a) Unit :- Flat
b) Bearing No. :- 304
c) Floor :- Third
d) Actual Carpet area :- 78.09 Sq. Mtrs.
e) Adjacent Terrace area :- 15.71 Sq. Mtrs.
f) Top Terrace Area :- Nil Sq. Mtrs.
g) Open Space :- Nil Sq. Mtrs.
h) Building :- "B"
i) Name of Project :- "Green Valley"
J) Parking :- Allotted Covered Car Parking.

And bounded as under: -

On or towards East : Flat no. 301.

On or towards South: Flat No. 303.

On or towards West : Open.

On or towards North: Open.

SCHEDULE- III

- A) COMMON AREAS AND FACILITES:-
1. The open space described in Schedule-1 above (subject to the rights of exclusive use of open space and car parks allotted or that will be allotted to various units.)
 2. The footings, RCC structure and main walls of the building
 3. Staircase column and lifts in the building
 4. Common ground water and electrical lines
 5. Common ground water storages tank and overhead water reservoirs and plumbing machinery pumps etc.
 6. Common wall fencing and gates

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B) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The upper ground floor units shall be entitled to exclusive use of open Spaces and land adjoining to them respectively as and if allotted or that will be allotted by the Promoter at its discretion and as shown in the plan hereto annexed.
3. The scooter Parks, car parks and terrace and top of building and portions thereof will be allotted to specific units purchaser/s by the promoter as per their discretion or retained by the Promoter.
4. Terrace adjacent to the terrace units and above the building shall exclusively belong to such respective units if so specifically allotted by the Promoter.
5. Other exclusive and limited common areas and facilities as mentioned in body of this Agreement.
6. Parking space in basement of the building and parking space in open land shall be allotted to specific purchaser by the Promoter as per their land shall be allotted to specific purchaser by the Promoter as per their discretion or may be retained by the Promoter.
7. Passage and toilets / W.C. which are not the part of specified units may be exclusively allotted to those units who have access through such passage or adjacent to such toilets / W.C. for their exclusive of limited common use only as per the discretion and option of promoter.

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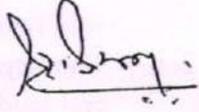


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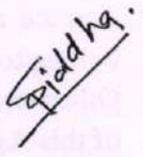
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IN WITNESS WHEREOF the parties hereto have hereto set and subscribed their respective hands and seals on this day and year first herein above mentioned.

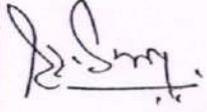
PROMOTER & DEVELOPER AND FOR OWNERS

NAME & DETAILS	THUMB	SIGNATURE
M/s Aswani Construction through Partner MR. SANDEEP RASIKLAL SHAH		

PURCHASER/S

NAME & DETAILS	THUMB	SIGNATURE
MRS. SAVITA PRASANNA SIDDHA.		
MR. PRASANNA PRAKASH SIDDHA.		
MR. PRAKASH GANGADHAR SIDDHA		

CONSENTING PARTY No 1 to 8 through P.O.A Holder

NAME & DETAILS	THUMB	SIGNATURE
MR. SANDEEP RASIKLAL SHAH		



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६७७	३८	४३
२०१९		

*LIST OF AMENITIES *

1. Structure : Standard R.C.C. frame structure of high Quality.
2. Masonry and 5" internal wall. : High quality ACC Block 5" thick for external
3. Plaster : External Wall with double coat sand faced plaster and internal wall with POP finish.
4. Flooring : 2' X 2' vitrified tiles for entire flat, Glazed tile dado upto Slab Height for toilets & bathroom.
5. Kitchen : Granite Otta with stainless steel (2'6"X8') Kitchen Trolley for main platform & Glazed tile dado up to Ceiling level.
6. Plumbing : Concealed plumbing with Jaguar/Equivalent Fittings and sanitary ware by Hind ware.
7. Electrification : Concealed electrification with Finolex /Polycab or equivalent ISI mark cables. provision of telephones & TV connections in living & master Bed room.
8. Doors : Decorative main entrance door. Granite or Marble door frame with waterproof doors for bathrooms.
9. Windows : Three tracks Powder coated aluminium sliding window with mosquito mesh & safety grills.
10. Painting : Interior walls with OBD and External walls with ACE paint.

P. D. Singh

P. D. Singh

P. D. Singh

SPECIFICATIONS

1. Solar panel and corresponding taps in each flat.
2. Club house and Gym with well equipped.
3. Amphi theatre – limelight offering stage.
4. Temple.
5. Jogging track.
6. Podium garden.
7. Children play park.
8. Party lawn.
9. Senior citizen sit outs.
10. Branded lifts.
11. Generator backups.
12. CCTV camera covered to all site.
13. Rooms for servants with toilets.
14. Rain water harvesting system.
15. Garbage chute.
16. Internal roads of concrete.
17. Wi-Fi internet connectivity provision.
18. Elegant compound wall.



हवेल - २५		
८६३९	३९	३९
२०१७		

Note: The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoter.

Any additional specification or will be charged extra. No rebate will be given for cancellation or omission of any item.

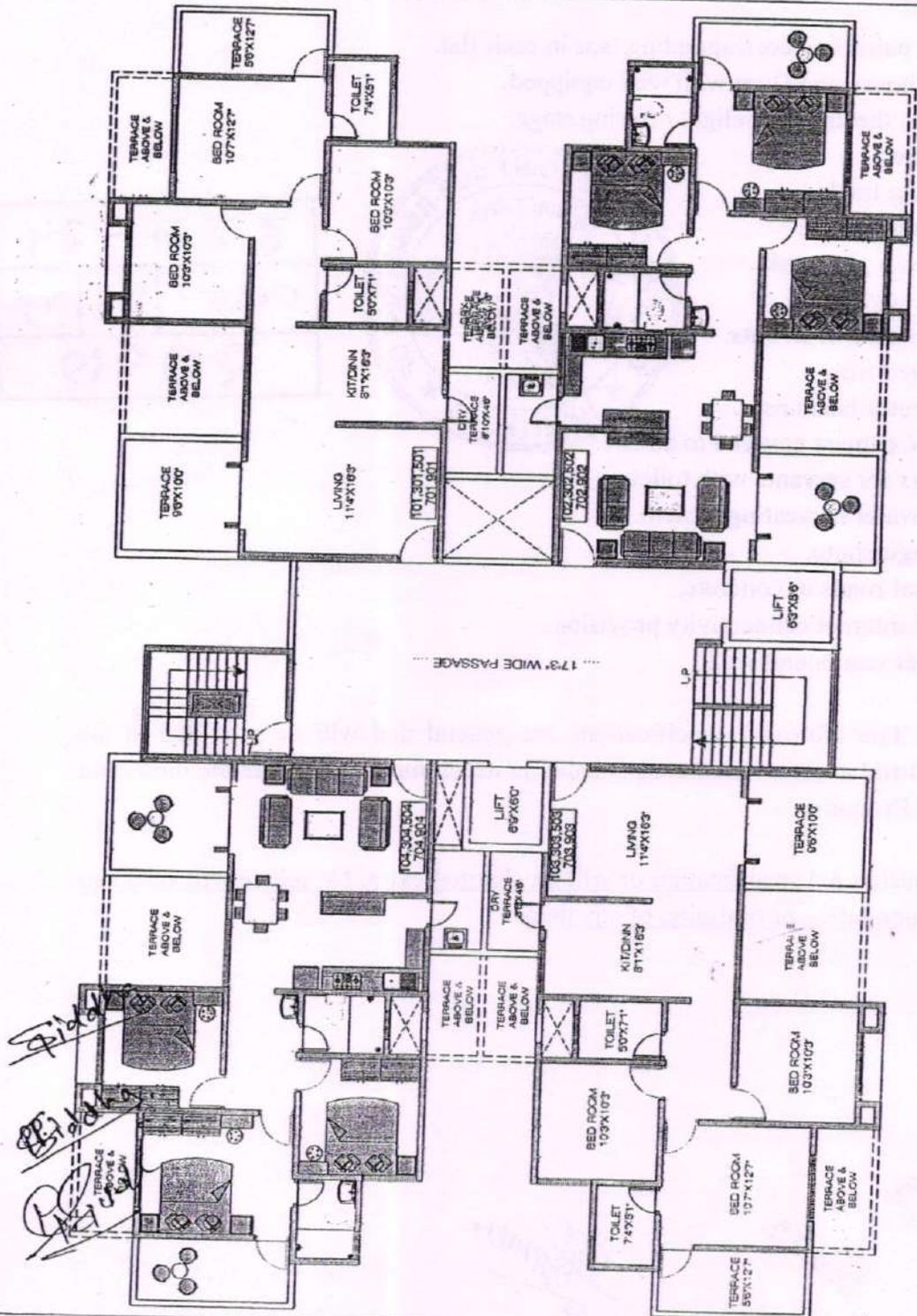
Piddly

Piddly

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२०१७		



CREATIVE QUOTIENT
 A.P. RAJUL MEBPATRAK
 OFFICE: 4th GARDEN NEW APARTMENTS,
 MAIN ROAD, VEERLON, DADAR (WEST), PUNE-41,
 PUNE. TEL: 26120111, 26120112
 FAX: 26120113, 26120114
 www.creativequotient.com

FOR - MR. ASWANI DATE-19/08/2013
 WING - B *
 FIRST, THIRD, FIFTH, SEVENTH & NINTH FLOOR PLAN
 OFFICE: 4th GARDEN NEW APARTMENTS,
 MAIN ROAD, VEERLON, DADAR (WEST), PUNE-41,
 PUNE. TEL: 26120111, 26120112
 FAX: 26120113, 26120114
 www.creativequotient.com



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ACVPS4873Q

नाम / NAME
PRAKASH GANGADHAR SIDDHA

पिता का नाम / FATHER'S NAME
GANGADHAR EAKNATH SIDDHA

जन्म तिथि / DATE OF BIRTH
05-03-1952

हस्ताक्षर / SIGNATURE
P. Siddha

आयकर अधिकारी I, पुणे
Commissioner of Income-tax I, Pune



ह व ल - २५		
६३९	७७	७५
२०१७		

PERMANENT ACCOUNT NUMBER
 ACP6983N
 NAME
 SANDEEP RASHIKLAL SHAH
 FATHER'S NAME
 RASHIKLAL SHAH
 DATE OF BIRTH
 03-03-1970
 SIGNATURE
 [Signature]
 Commissioner of Income Tax

आयकर विभाग
 INCOME TAX DEPARTMENT
 ASWANI CONSTRUCTIONS
 01/01/2013
 Permanent Account Number
 AAJFA3270D

भारत सरकार
 GOVT OF INDIA
 [Stamp]



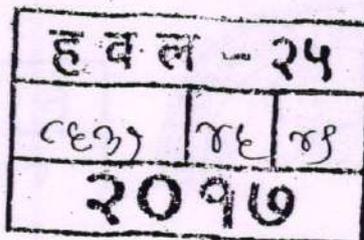
ह व २५		
१६३७	४२	४९
२०१७		

- १०) आपल्या इमारतीचे सांडपाणी नलिका म.न.पा. महापालिकेला मालकाने स्वखर्चाने जोडवयास हवी.
- ११) भूखंडधारकाने, प्रमोटर / बिल्डरने अथवा प्रकल्प बांधकाम करणाऱ्या ठेकेदाराने पूर्णत्वाचा दाखला घेणेपूर्वी नियोजित नियासी/ व्यापारी गाळे धारकांच्या यापुढे येणाऱ्या कोणत्याही तक्रारीस म.न.पा. जबाबदार राहणार नाही. असे प्रतिज्ञापत्र (स्पेशल एन्जिनियरिंग मॅजिस्ट्रेट यांचे स्वाक्षरीचे) म.न.पा. कडे सादर करावे. पाणी पुरवठा, जलनिःसारण, उद्यान, अग्निशमक व आरोग्य विभागाना ना हरकत दाखला इकडे सादर करावा.
- १२) इमारतीच्या तळमजल्यावर गाळेधारकाच्या नावे दर्शविलेली टपालपेटी (Letter Box) सुयोग्य ठिकाणी बसविणे बंधनकारक राहिल त्याखेरीज इमारतीचा भाग अथवा पूर्णत्वाचा दाखला दिला जाणार नाही.
- १३) विकास आराखड्यातील रस्ता रुंदीने बांधित क्षेत्र नियमानुसार महानगरपालिकेच्या ताब्यात देणे बंधनकारक आहे.
- १४) इमारतीच्या सलोह कॉन्क्रीट (आर.सी.सी.) कामाच्या सर्व बाजूकरिता आधार व आकारासाठी लाकडाचा वापर करू नये. त्यासाठी लोखंडी आधाराचा वापर करणे बंधनकारक राहिल.
- १५) इंडियन सो. ऑफ स्ट्रक्चरल इंजिनियर्स पुणे - ३०. या संस्थेकडील मान्यताप्राप्त दर्जाच्या स्ट्रक्चरल इंजिनियर्समधी इमारतीच्या कामासाठी नेमणूक करण्यात यावी, तसेच सदरचे काम स्वीकारल्या बाबतचे स्ट्रक्चरल इंजिनियर्स यांचे पत्र या विभागाकडे सादर करणे आवश्यक आहे. सदरचे पत्र सादर केल्याशिवाय इमारतीच्या बांधकामास सुरुवात करू नये.
- १६) भूखंडाच्या संबंधित सहामाही अखेरचा कर भरल्याचा करसंकलन विभाग म.न.पा. यांचेकडील दाखला / पावती सादर केल्याशिवाय बांधकाम चालू करू नये.
- १७) मंजूर रेखांकनातील खुली जागा विकास नियंत्रण नियमावलीप्रमाणे नियम क्र. ११.३.१.५. नुसार तरतुदीचे अधिन विकसित करणे बंधनकारक आहे. त्याशिवाय भाग अथवा पूर्णत्वाचा दाखला दिला जाणार नाही.
- १८) विकास आराखड्यातील रस्ता रुंदीने बांधित क्षेत्र नियमानुसार महापालिकेच्या ताब्यात देणे बंधनकारक आहे. रस्ता रुंदीने बांधित क्षेत्र म.न.पा. चे नावे लावून तसा ७/१२ उतारा/सुधारित मालमत्तापत्रक व मोजणी नकाशा, भाग अथवा पूर्ण भोगवटापत्रक घेणेपूर्वी या कार्यालयाकडे सादर करणे आवश्यक आहे. याबाबत मनपाचे भूमी-जिंदगी विभागाचा ना हरकत दाखला सादर करणे बंधनकारक आहे. तसेच सदरहू रस्ता रुंदीने बांधित क्षेत्राचे खडीमुरुमीकरण महापालिकेच्या विनिर्देशाप्रमाणे अर्जदार यांनी स्वतः करणे आवश्यक आहे अथवा महानगरपालिकेच्या त्यावेळेच्या प्रचलित दराने खडीमुरुमीकरण खर्च भरणे आवश्यक आहे.
- १९) प्रस्तुत प्रकरणातील जागेचा मोजणी नकाशा वहीवाटीनुसार असून जागेच्या हद्दीबाबत वाद निर्माण झालेस म.न.पा. जबाबदार राहणार नाही. नगरभूमापन कार्यालयाकडील सुधारित मोजणी नकाशा / व मालमत्ता पत्रक सादर केल्याशिवाय बांधकामास भाग अथवा पूर्णत्वाचा दाखला देण्यात येणार नाही.
- २०) प्रस्तुत प्रकरणातील भूखंडाचे एकत्रिकरण नगर भूमापन कार्यालयाकडून घेऊन, त्याप्रमाणे सुधारीत मालमत्तापत्रक व मोजणी नकाशा भोगवटापत्रक घेण्यापूर्वी या विभागाला सादर करणे आवश्यक आहे.
- २१) ३०० चौ. मी. व वरील क्षेत्राचे भूखंडावरील इमारतीसाठी (टाटवस्ती क्षेत्र वगळून) रेन वॉटर हार्व्हरिंग व्यवस्था करणे बंधनकारक आहे.
- २२) भूखंडालगतचे पोहोच रस्ता व आसपासचे क्षेत्रातील पाण्याचा निचरा होणे सार्वजनिक आरोग्याचे दृष्टीने आवश्यक आहे. त्यासाठी विकास नियंत्रण नियमावलीतील नियम क्र. ९.१ नुसार योग्य ती उपाय योजना करण्याची सर्वस्वी जबाबदारी विकसक/अर्जदार यांचेवर राहिल. अशाप्रकारे पावसाळी पाण्याचा नैसर्गिकरित्या निचरा होण्यास कोणत्याही प्रकारे बाधा येणार नाही. याबाबतची योग्य ती खबरदारी घेणे विकसक/अर्जदार यांचेवर बंधनकारक राहिल. याबाबत संबंधित गाळेधारक रहिवासी यांची कोणत्याही प्रकारे तक्रार/हरकत निर्माण झाल्यास त्यांचे संपुर्णतः निराकरण करण्याची जबाबदारी विकसक/अर्जदार यांचेवर राहिल. त्याची म.न.पा. स कोणत्याही प्रकारे तोषीस लागू देणार नाही. या अटीवर सदरहू बांधकाम चालू करण्याचे संमती पत्र मंजूर करण्यात येत आहे.
- २३) साईटवर राहणाऱ्या सर्व बांधकाम मजुरांसाठी स्वच्छ पिण्याचे पाणी व स्वच्छतागृहांची सोय उपलब्ध करणे विकसकांवर बंधनकारक आहे.
- २४) विकास नियंत्रण नियमावलीनुसार इमारतीमध्ये पुरविण्यात आलेल्या पार्किंगचे क्षेत्र गाळे धारकांसाठी विना मोबदला उपलब्ध करून देणे विकसकांवर बंधनकारक राहिल.

रसाळ प्रतिस्वर भा. शहर अभियंता
यांची नोंद घेईल असे.

शहर अभियंता, कृ.पि.पि.
पिंपरी चिंचवड महानगरपालिका,
पिंपरी - ४११०१८.

- प्रत माहितीसाठी :- १) मां. जिल्हाधिकारी, पुणे जिल्हा आर. वी. (पुणे) माहितीसाठी
२) सहा. मंडलाधिकारी, पिंपरी चिंचवड महानगरपालिका, म.न.पा./पिंपरी वाघेरे/पिंपरीनगर/चिंचवड/भोसरी कासारवाडी/आकुर्डे/निगडी/प्राधिकरण/सांगवी/पिंपळे गुरव/पिंपळे निलख/पिंपळे सौदागर/वाकड रावेत/रहाटणी/थेरगांव यांना माहिती व पुढील कार्यवाहीसाठी
३) करसंकलन विभाग, मुख्य कार्यालय



पिंपरी विंचवड महानगरपालिका, पिंपरी - ४११०१८.

(यापुढील पत्र व्यवहारामध्ये खालील क्रमांक व दिनांक यांचा उल्लेख करावा.)
(जागेच्या वा इमारतीच्या कायदेशीर मालकीपत्रांचे संदर्भ लक्षात न घेता अर्जदारास हे संमतीपत्र देण्यात येत आहे.)
(कमेन्समेंट सर्टिफिकेट)

- बांधकाम चालू करणेकरिता दाखला - (सुधतरिम)

सदर बांधकाम चालू करण्याचा दाखला आणि बांधकामाचे संमतीपत्र महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, सन १९६६ ची कलमे ४५ यातील तरतुदीप्रमाणे अटीवर देण्यात येत आहे आणि महाराष्ट्र महानगरपालिका अधिनियम २०१२ (जुना मुंबई महानगरपालिका अधिनियम १९४९) ची कलमे (सेक्शन) २५३ व २५४ यातील तरतुदीप्रमाणे खालील अटीवर देण्यात येत आहे.

श्री. वी.पी. वाकड / येल १५, दि. ३०.५.१४

पिंपरी विंचवड महानगरपालिका,
पिंपरी - ४११०१८.

क्रमांक - बी.पी. / वाकड १९६६ / २०१४
दिनांक : ३१ / १२ / २०१४

श्री./श्रीमती/से.

श्री. अनंत एमनाथ मानकर

व्हास ला.आ./ला.स. श्री.

सविन सुतार

व इतर

पत्ता ए/१, नेचर व्हिप, से. रास.बी. शेड,
पुणे - ४६

मु. शहर अभियंता,
पिंपरी विंचवड महानगरपालिका बांधकाम -

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४५ आणि महाराष्ट्र महानगरपालिका अधिनियम २०१२ (जुना मुंबई महानगरपालिका अधिनियम १९४९) कलमे २५३ व २५४ अन्वये पिंपरी विंचवड महानगरपालिकेच्या सीमेंटील... येथील सध्दे नं. ३५५/२/२१९, २५०/२, सि.स.नं. १९६६/१९६६/२०१४ या दिवशी मधील बांधकाम करण्यासाठी महानगरपालिकेला पुन्ही नोटीस दिली. ती दिनांक १०/११/२०१४ या दिवशी पोहोचली. त्यावरून काम करण्यास खाली लिहिलेल्या अटीवर व जुना अट क्र. २५३ व २५४ नुसार पुन्हा संमतीपत्र देण्यात येत आहे.

- सोबतच्या नवीन दुरुस्त नकाशात दाखविल्याप्रमाणे काम केले पाहिजे.
- संक्रान्धित बांधकाम रस्त्याच्या प्रमाण रेषेत येत असल्यास महानगरपालिकेचे अधिकारी सांगतील त्या वेळी सदर काम स्वखर्चाने आणि विनतंत्रार काढून टाकले पाहिजे.
- जोत्यापर्यंत काम आल्यानंतर सेट-बॅक नगर नियोजन कार्यालयकडून तपासून घ्यावेत. त्याशिवाय जोत्यावरील काम सुरु करू नये.
- सोबतच्या नकाशावर मागे लिहिलेल्या / अटीवर हे संमती पत्र देण्यात येत आहे.
- ज्या प्लॉटवर नवीन इमारत बांधकाम करण्यात आले आहे. त्या इमारतीचे कंप्लीशन सर्टिफिकेट मागण्यापूर्वी प्रत्येक मालकाने इमारतीसमोर कंपाऊंड वॉलच्या आत व बाहेर झाडे लावून ती व्यवस्थित वाढविण्याच्या दृष्टीने योग्य ती व्यवस्था, खबरदारी घ्यावी त्याशिवाय कंप्लीशन सर्टिफिकेट मिळणार नाही. रस्त्यावरील झाडांना जरूर ते संरक्षण कुंपण अर्जदाराने करावयाचे आहे. तसेच महानगरपालिकेच्या अचलित नियमानुसार योग्य ती अनामत रक्कम कोषानारात भरणे बांधकामाकरिता आहे.
- इमारतीचे कंप्लीशन सर्टिफिकेट देताना रस्त्यावरील व आतील बाजूस टाकण्यात आलेले इमारतीचा सडारोडा उचलून जागा साफ केल्याशिवाय अर्जाचा विचार केला जाणार नाही.
- नवीन बांधकाम सुरु करताना संबंधित जागेमध्ये झाडे असल्यास ती री अर्थोस्टीची पूर्वपरवानगी घेतल्याशिवाय तोडू नयेत अन्यथा कायदेशीर कारवाई करण्यात येते, याची नोंद घ्यावी.
- आपण संबंधित बांधकाम हे महाराष्ट्र महानगरपालिका अधिनियम २०१२ (जुना मुंबई महानगरपालिका अधिनियम १९४९) व महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ मधील तरतुदीचा भंग करून सक्षम अधिकाऱ्याची पूर्व परवानगी न घेता सुरु केल्याबद्दल/तसेच इकडील मंजूर नकाशाप्रमाणे बांधकाम न करता त्यात बदल व फेरफार करून या बांधकामाचे सुधारित नकाशात पूर्व परवानगी न घेता बांधकाम केल्याबद्दल इमारतीचे भोगवटा पत्रक न घेता बांधकाम केल्याबद्दल आपणाविरुद्ध वरील नियमानुसार दंडात्मक कार्यवाही करण्याचा पिं. चिं. म. न. पा. चा हक्क राखून ठेवला आहे.
- बांधकाम साहित्य अथवा जुन्या बांधकामाचा निघालेला सडारोडा सार्वजनिक रस्त्यावर अथवा कोणताही अडथळा येणार नाही अशा ठिकाणी ठेवावा जर हे साहित्य अशा ठिकाणी ठेवल्याचे अडथळ्यास त्यासाठी सुधारित विकास नियंत्रण नियमावलीनुसार निवारी वापरासाठी रु. २५/- व वाणिज्य वापरासाठी रु. ५०/- प्रति चौ. मी. प्रमाणे प्रति समाहासाठी दंड आकारण्यात येईल.



ह व ल - २५
८६३९ २५ २९

1st - 17/4/22
2nd - 2/11/23

OC

BEFORE THE HON'BLE ADJUDICATING OFFICER
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
OFFICE, AT PUNE

Complaint No. 106730

Between

^{Valley}
GREEN ~~VALLY~~ CO-OP. HOUSING SOCIETY

Registered co-operative society under the
Provisions of the Maharashtra Co-Operative
Societies Act, 1960 having its office at:

Sr. No. 257, Wakad, Kaspate Vasti,

Pune 411057, acting through its Chairman,

Mrs. Savita Sujit Nanaware,

Age- Adult, Occupation- Business AND

Secretary, Mr. Shrikant Ganorkar,

Age- Adult, Occupation- Service

Both R/at- Green Valley Soc., Wakad, Pune-411057 _____ COMPLAINANT

And

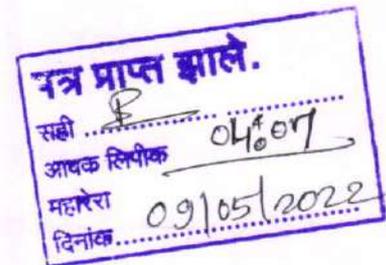
1) M/s. ASWANI CONSTRUCTIONS

A registered partnership firm,

Having its office at-

S. P. Heights, 2nd floor, Near Bank of Maharashtra,

Old Mumbai - Pune Road, Kasarwadi, Pune- 411013.



cu

2) **MR. SANDEEP RASIKLAL SHAH**Age- Adult, Occupation- **Partner of Respondent No.1**

R/at- Flat No.103, B-2,

Swarganga Apartment,

Sant Tukaram Nagar,

Pimpri, Pune - 411018

_____ **RESPONDENTS**

The complainant above named most respectfully submits as under:

I) **Particulars of the complainant:-**

The complainant i.e. Green Valley Co Op Hsg. Soc. Ltd. is registered co-operative society under the Provisions of The Maharashtra Co-Operative Societies Act, 1960 having registered office at- Sr. No. 257, Wakad, KaspateVasti, Pune 411057, is the society comprising of 179 flats in A, B. C and D Wings of housing project which is constructed by the builder i.e. respondents. The complainant society is acting through its Chairman, Mrs. Savita Sujit Nanaware, and the Secretary, Mr. Shrikant Ganorkar. The present complaint is filed on behalf of all flat purchasers who are the members of the complainant society all of whom falls within the definition of 'Allottee' per the Real Estate (Regulation and Development) Act, 2016 ("Act").

Existing address of the complainant society is at- Sr. No. 257, Wakad, KaspateVasti, Pune 411057.

The notices may be served to the complainant on the address at- Sr. No. 257, Wakad, KaspateVasti, Pune 411057.

II) **Particulars of the Respondents:-**

The respondent No.1 is a registered partnership firm under name and style as M/s Aswani Constructions, whereas the respondent No.2 is partner of the respondent No.1 who undertook the development and promotion of housing scheme/project consisting of residential and commercial tenements, constructed on the piece of land bearing Sr. No. 257/1/2/1 and 257/2 situated at village Wakad, Tal. Mulshi, Dist. Pune, State Maharashtra, within limits of the Pimpri Chinchwad Municipal Corporation; and accordingly falls within the definition of "Promoter" per the Act.

Existing address of the respondent is at- S. P. Heights, 2nd floor, near Bank of Maharashtra, old Mumbai - Pune Road, Kasarwadi, Pune- 411013.

The notices may be served to the respondent on the address at- S. P. Heights, 2nd floor, near Bank of Maharashtra, old Mumbai - Pune Road, Kasarwadi, Pune- 411013.

III) **Jurisdiction of the Regulatory Authority:-**

The complainant declares that the subject matter of the claim falls within the jurisdiction of this Hon'ble Regulatory Authority since the respondent has constructed housing project under Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as RERA, having registered No.P52100001019 is situated at village Wakad, Tal. Mulashi, Dist. Pune i.e. within the local limits of jurisdiction of this Hon'ble Regulatory

Authority and hence this Hon'ble Regulatory Authority is having jurisdiction to try and entertain present complaint.

IV) **Facts of the case:-**

1. That the respondent undertook the development and promotion of housing scheme/project consisting of residential and commercial tenements, constructed on the piece of land bearing Sr. No. 257/1/2/1 and 257/2 situated at village Wakad, Tal. Mulshi, Dist. Pune, State Maharashtra, within limits of the Pimpri Chinchwad Municipal Corporation.
2. That for the development of the said project, the respondents applied and obtained sanctioned lay out plans as well as Commencement Certificate bearing No.BP/Wakad/69/2013 dated 04/07/2013 and Revised Commencement Certificate No.BP/Wakad/59/2014 dated 30/05/2014 and BP/Wakad/169/2014 dated 13/12/2014. And registered the said project vide Rera Registration No. P52100001019 dated 25.07.2017.
3. That on the basis of the said sanctions and permissions from the concerned authorities, the respondents started development works and sold out various apartments i.e. flats to the members of the complainant society.
4. That while booking and registration of booking agreements, the respondents had disclosed relevant documents pertaining to title, sanctioned plan, Commencement Certificate, Rera Certificate and Brochure as per statutory requirement of The Maharashtra Ownership

Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 which hereinafter referred to as MOFA for the sake of brevity.

5. That at the time of booking agreements of respective flat of the members of the complainant society, the respondents had represented that the said project is under the provisions of MOFA as well as under RERA. It was also represented that the construction of the said project shall be as per sanctioned plan and the terms and conditions imposed upon the respondents by the concerned authorities.
6. It is significant to note that the respondents had also represented and promised unto all flat purchasers that the said project shall be consisted of all amenities and facilities as shown and mentioned in the Brochure.
7. The complainant state and submits that relying upon the said representations of the respondents, the members of the complainant society had decided to purchase their respective flat in the said project and accordingly they have entered into booking agreements with the respondents. In furtherance thereof the members of the complainant society had paid entire agreed consideration as well as additional charges towards maintenance, electricity meter, formation of the society and legal expenses to the respondents.
8. The complainant states that after having received entire consideration from each flat purchaser the respondents had delivered possession of the

respective flats to the flat purchasers i.e. the members of the complainant society.

9. The complainant further state and submits that after getting possession of respective flat the members of the complainant society were shocked and disappointed. They found several defects and deficiencies in the construction and amenities and services provided by the respondents. Therefore, the complainant on behalf of its members sent several emails and letters to the respondents and asked to remove all those defects, shortcomings in the construction and also asked to provide agreed amenities. However, the respondents did not pay any heed to the legitimate demands of the complainant and thus failed and neglected to comply the same.
10. The complainant state that due to the respondent's negligence and violation of the provisions of MOFA as well RERA, the complainant society unwarrantedly compelled and required to carry out urgent and immediate construction and other works by contributing its own funds which in fact the respondents were obliged to do. They are as follows:
 - A) There were leakages in the lift rooms, lift lobby areas and all lifts were not functioning properly and hence the complainant was compelled to change all electricity wiring and accessories for smooth functioning of all lifts by incurring sum of Rs.1,50,000/-.

- B) The respondents have failed and neglected to provide Intercom system with proper wiring's, cables and instruments. Due to which the complainant society was compelled to incurred huge amount of Rs. 2,48,000/- to get it in working condition.
- C) CCTV camera systems covering all premises has also not provided and hence the complainant was required to pay Rs.7,08,787/- to install all CC TV cameras and instruments for covering all site area of the project.
- D) Standard quality drinking and utility water pipelines, valves, plumbing material of entire project is not provided. Also the solar system is of substandard quality which resulted in leakages from the water storage tank connecting to the solar panels and thus the complainant was compelled to replace it by expending sum of Rs. 2,50,000/-
- E) The watchman cabin at the Entrance Gate was very small and inadequate which compelled the complainant to erect additional shed in MS surrounding the cabin by expending sum of Rs. 14,000/-
- F) The ramp near Entrance Gate is also defective and not properly constructed.
- G) At the Exit Ramp, no street lights were provided which were installed by the complainant by expending Rs.13160/- .

- H) The complainant was compelled to construct P-2 Entrance Road in concrete material and thereby incurred Rs.51400/- which in fact required to be provided by the respondents.
- I) In the common area, necessary Speed Breakers were not provided and hence the complainant get it done by expending Rs.40031/-
- J) The well provided the respondents was not having enough water supply and therefore, the complainant was compelled to dig it more deeper for sufficient water provision, by expending huge labor cost Rs.50,000/-
- K) In A Wing open lobby area safety frills were not provided which was very unsafe and hence the complainant spent Rs.14,700/- for the same.
- L) The terrace lift rooms and terrace entrance were not provided with water proof doors and hence they were damaged in the rainy season. Therefore, the complainant was again compelled to spent Rs.32,000/- to replace the doors and Rs.10800/- to cover the doors.
- M) The Gym instruments provided were of very old quality and non working condition and hence the complainant spent Rs.8000/- to repair treadmill and other equipment's.
- N) MSEDCL bill of Club house was unbelievably high, society had to bear.
- O) Lift AMC was not properly done and hence the complainant was compelled to pay heavy premium to renew the 8 LIFT AMC.

P) The balcony glasses of each flat were not properly fixed and every other day, one or other balcony glass falls off which resulted in high risk of accident, danger for the members and visitors/service team of the complainant.

11. The complainant states that the respondents had failed and neglected to construct entire project as per standard method and in scientific manners. Thus the respondents had violated provisions MOFA and RERA. The construction material used is of sub-standard and poor quality which led to hazardous to lives and safety of members of the complainant society.

The same are as under:-

A) The respondents had erected all A, B, C & D wings on the podium which is of very poor quality and defective. Due to this several cracks were developed in the podium and water is continuously leaking in the basement parking area which is below the podium. Due to this the members of the complainant society cannot park their vehicles. The construction of the podium is becoming dangerous and risky day by day and there is high risk of collapsing entire podium and the buildings erected over it. This is very serious issue and very dangerous to lives and safety of the members of the complainant society. The inner portion of podium i.e. the roof of the basement has been ruined and became worst day by day. The cement concrete material is started losing and started to fall down. Due to which the iron rods used in the

podium slab and columns have been exposed and open. As such, if this serious issue is not cured and rectified immediately, there would be definitely likelihood of occurrence of horrible accident in the near future.

- B) Because of said leakages and immense danger in the basement parking area, the members of the complainant society could not park their vehicles which is causing great hardship and inconvenience to them.
- C) The construction of all flats is of inferior quality. The material used is of very low and sub-standard quality which led in development of several cracks on the external walls of all four wings.
- D) Also because of the water accumulating on the terraces of all four wings, there is continuous seepage in all the upper floor flats of all wings. Due to this also the members of the complainant society are facing great hardship and tremendous inconvenience in the flats as well as common passages and surrounding areas.
- E) The respondents have also failed and neglected to provide required measurement of pipelines for rainwater harvesting and drainage system. All pipelines are very small in size. Due to this drain water is not sufficiently passing through it and the same is accumulating on the podium area and continuously percolating in the basement area. This again is troubling and dangerous to the lives, safety and properties of the members of the complainant society.

everywhere. All issues/deficiencies pointed out in report is required to be repaired, corrected and done well, etc. In furtherance thereof, the complainant appointed Dr. Fixit Waterproofing Expert for estimated work who submitted estimate of Rs.51,10,000/- towards cost of water proofing as per the said report.

13. The complainant states that apart from the above mentioned defects and deficiencies, the respondents had provided following specifications in very negligent manners which are useless and the same are as under:-

- A) All electricity wires, cables are not properly installed and kept it open, hanging in all lobby areas, compound walls, meter rooms which are very risky.
- B) External paint of all wings is also of poor quality and not properly painted which resulted in shabby look of all wings.
- C) Fire fighting system is improperly installed and left in incomplete stage which is also serious and dangerous to the lives, safety and properties of the members of the complainant society.
- D) The construction of entire compound wall is also defective and the compound wall near A Wing has been collapsed which is not yet constructed.
- E) The ramp at the Entrance Gate is defective. The beams of Entrance Gate are wrongly covered by PVC which likely to fall and dangerous. There

- F) That the respondents have also negligently provided WC gas pipes of small size for all four wings and due to this the gas is not sufficiently passing through the said pipes which resulted in spreading dirty smell and inconvenience to the members of the complainant society.
- G) The respondents have also failed and neglected to cover open ducts and P-2 parking space and due to this during rainy season the rain water is directly coming in P-2 parking area through ducts. This has led to damaging walls and the podium area.
- H) Due to inferior quality material used in terrace waterproofing work it is immediately required to start terrace waterproofing work of all four wings and for which huge amount of Rs.14,00,000/- is required as per the quotation submitted by the concerned agency.
12. The complainant states that due to above mentioned defects in the construction and civil work of entire project and due to deliberate negligence by the respondents to get it cured, the complainant was compelled to appoint Mr. Indrakumar Jagtap, a Chartered Engineers, for Structural Audit & Report of entire project. Accordingly he carried out through inspection and submitted his report on 5/12/2020 to the complainant. The said report consists of very minute details of the defective construction work done the respondents. The said Chartered Engineers had prominently pointed out and commented that the podium slab type planning is inconvenient and is troubling for leakage

is continuous leakage in the rainy season of the water accumulated over the covered area which immediately needs to be rectified.

- F) Terrace doors of all wings as well as Garbage Chute are defective and of poor quality. Electricity Meter Room's door latches are also defective and not working properly.
- G) Lift rooms at terraces are not provided with waterproof doors and due to which there is water leakage in the lift passage and duct area.
- H) Emergency stair windows are not provided.
- I) The lobby windows of lift passage area on 7th and 10th Floor of A Wing had broken due to substandard quality.

14. The complainant states that the respondents are contractually as well as statutorily duty bound to provide all amenities and facilities which are shown in the brochure. It is submitted that the respondents showed rosy pictures of the project to the members of the complainant society while booking of their flats. Relying upon the representations of the respondents and their well decorated Brochure, the members of the complainant society had booked their flats but to their great disappointment and dismay, the respondents had utterly failed and neglected to provide all such facilities and amenities shown and mentioned in the Brochures. They are as follows:-

- A. Separate and distinct Entrance and Exit Gates are not provided.

- B. All Gym equipment's i.e. treadmill, cycles, weights, etc are of very poor and sub standard quality. They are not properly working which required to be replaced with branded equipment's.
- C. Table Tennis tables, Carom Boards, Chess Boards are not provided.
- D. Limelight Offering Stage, Amphi Theater, Podium Garden, Children Play Park rubber mating, Senior Citizens Sit Out, Ample Parking Space, office room for society are also not provided.
15. The complainant states that apart from above mentioned defects and absent of amenities as per brochure, the respondents hurriedly and illegally handed over the charge of the affairs of the society to the complainant without removing aforesaid defects and without providing agreed amenities as also without compensating the complainant for their expenditures as stated above. It is submitted that it is mandatory on the part of the respondents to handover all relevant and necessary documents while handing over the charge of the society to the complainant which it utterly failed. Due to which the complainant is facing lot of problems and inconvenience and therefore, unable to discharge its day to day duties, affairs/functions properly. Therefore, the complainant sent list of those documents and asked the respondents to provide immediately which is also deliberately avoided and neglected by the respondents. The same are as under:-
- A. Necessary Environment Certificate.

- B. Receipt of payment made by the respondents towards property tax arrears to Pimpri Chinchwad Municipal Corporation till date of obtaining Environment Certificate, Completion and Occupancy Certificate.
 - C. Title Deeds of the property.
 - D. Original and Revised Sanctioned Plans.
 - E. Original approved RCC Plans with Certificates.
 - F. Architect Certificate in respect of area of each flat, parking space, common area, etc.
 - G. Commencement Certificates.
 - H. Occupancy Certificate.
 - I. Competition Certificate.
 - J. RERA Certificate.
 - K. Fire NOC, Electric NOC, Elevator/Lift NOC.
 - L. Revenue records pertaining to property extract, N. A. permissions.
 - M. Electrical and Water Piping Parking Drawings.
 - N. All other relevant documents.
16. The complainant states that as per the provisions of MOFA as well as RERA the respondents are required to maintain separate account of the amounts received from the flat purchasers i.e. the members of the complainant society, towards the deposit, capital shares, formation of co-operative society, MSEB charges. It is mandatory to the respondents to

provide the same, however, till date the respondents had deliberately avoided to provide the said detailed accounts of the same which amounts to misappropriation of funds and offence contemplated under MOFA as well as RERA.

17. The complainant states that the complainant had made several requests and correspondences with the respondents and asked to remove all such defects and deficiencies. Also asked to provide agreed amenities but the respondents deed not pay any heed to the legitimate demands of the complainant and deliberately avoided to get it done in right prospective and thus failed to discharge its liability under the RERA.
18. It is pertinent to note that though the complainant society is formed on 04/04/2018 and therefore, the respondents are contractually and statutorily liable to execute conveyance deed immediately in favour of the complainant. However, the respondents had utterly failed and neglected to execute conveyance deed and thus violated provisions of the RERA.
19. The complainant states because of these abovementioned defects, inferior quality of construction work, non provisions of agreed amenities and violation of provisions of the RERA by the respondent, the members of the complainant society are day to day facing tremendous difficulties, disappointment, hardships and inconvenience which resulted in their mental and physical harassment. Hence the complainant is entitled to get

compensation for the said mental and physical harassment of its members, from the respondents.

20. On this backdrop, the complainant has left with no option but to send legal notice on 20.04.2021 by registered post acknowledgement due, to the respondent and asked to act, perform and comply following things, acts within 30 (thirty) days from the date of receipt of notice which are as under:

- a) To remove all defects stated in Structural Audit & Report dated 05/12/2020 issued by Mr. Indrakumar Jagtap.
- b) To remove defects and deficiencies mentioned in paragraph Nos.11 and 13 of present complaint.
- c) To provide amenities mentioned in paragraph No.14 of present complaint.
- d) To provide documents mentioned in paragraph No.15 of present complaint.
- e) To provide account of sums taken from the members of the complainant society towards deposit, capital shares, formation of co-operative society, MSEB charges.
- f) To pay Rs. 17,42,943/- incurred by the complainant by contributing their own funds as mentioned in paragraph No.10 of present complaint.

- g) To pay Rs.50,000/- per member of the complainant society i.e. Rs. 89,50,000/- towards compensation for physical and mental harassment.
- h) To execute Conveyance Deed in favor of the complainant.
21. The complainant states and submits that the respondents had duly received the said notice but not bothered to reply or comply the said notice. Hence this complaint.
22. The complainant states and submits that since the respondents have failed to discharge its contractual as well as legal obligation towards the complainant in respect of the aforesaid project, the complainant is having continuous cause of action against the respondents.

V) **Reliefs sought:**

It is, therefore, prayed that:

- A) The complaint may kindly be allowed.
- B) The respondents may kindly be directed to perform following acts/ works as under:
- a) To remove all defects stated in Structural Audit & Report dated 05/12/2020 issued by Mr. Indrakumar Jagtap.
- b) To remove defects and deficiencies mentioned in paragraph Nos.11 and 13 of present complaint.
- c) To provide amenities mentioned in paragraph No.14 of present complaint.

- d) To provide documents mentioned in paragraph No.15 of present complaint.
 - e) To provide account of sums taken from the members of the complainant society towards deposit, capital shares, formation of co-operative society, MSEB charges.
 - f) To pay sum of Rs. 17,42,943/- incurred by the complainant by contributing their own funds as mentioned in paragraph No.10 of present complaint.
 - g) To pay Compensation of Rs.50,000/- per member of the complainant society i.e. Rs. 89,50,000/- for physical and mental harassment.
 - h) To execute Conveyance Deed in favor of the complainant.
 - i) The respondents be directed to pay Rs.10,00,000/- to the complainant towards costs and legal charges of present complaint.
- C) Any other order in the interest of justice may be passed.

VI) **Complaint not pending with any other court, etc.:**

It is further declares that the matter regarding which present complaint has made is not pending against the respondent before any court of law or any other authority or any other tribunal.

VII) **Particulars of bank draft in respect of the fee in terms of sub- rule (1) of rule 36:**

- (i) Amount- 5000.00

- (ii) Name of the bank on which drawn- Online Payment -UPI
- (iii) Demand draft No.---- NA.

VIII) **List of enclosures:**

- 1 ✓ a. Copy of 7/12 extract.
- 2 ✓ b. Copy of Brochure.
- 3 ✓ c. Copy of Booking Agreement.
- 4 ✓ d. Copy of Society Registration Certificate.
- 5 ✓ e. Copy of Site Photographs.
- 6 ✓ f. Copy of letter to Respondents for pending works dt. 09/09/2019.
- 7 ✓ g. Copy of Structural Audit Report by Mr. Indrakumar Jagtap,
Chartered Engineer.
- 8 ✓ h. Copies of email correspondence between Complainants and
Respondents.
- 9 ✓ i. Copy of letter dt. 03/09/2019 to Respondents for repairing the
defects.
- 10 ✓ j. Copies of Bills paid by the Complainant to different agencies.
- 11 ✓ k. Copy of Notice issued by Complainants to Respondents.
- 12 ✓ l. Copy of Acknowledgment.
- 13 ✓ m. Copy of Resolution passed by Complainant society.

Verification

I, Mrs. Savita Sujit Nanaware, the Chairman of the complainant society do hereby verify that the contents of paragraphs Nos. 1 to 8 (I to VIII) are true to the best of my personal knowledge and belief and that I have not suppressed any material facts.

Place- Pune

Date- 05/03/2022

Mrs. Savita Sujit Nanaware
Chairman of the complainant Society