

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

WESTERN ZONE BENCH, PUNE

INTERVENTION APPLICATION NO.74 OF 2025

IN

ORIGINAL APPLICATION NO. 232 OF 2024 (WZ)

Expanded Polymer Systems Pvt. Ltd. ... Intervenor

In the matter between:

Banda Nagraj Kumar ... Applicant

Versus

Maharashtra Industrial Development Corporation

& Ors. ... Respondents

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**WESTERN ZONE BENCH, PUNE****INTERVENTION APPLICATION NO.74 OF 2025****IN****ORIGINAL APPLICATION NO. 232 OF 2024 (WZ)****Expanded Polymer Systems Pvt. Ltd. ... Intervenor****In the matter between:****Banda Nagraj Kumar ... Applicant****Versus****Maharashtra Industrial Development Corporation
& Ors. ... Respondents****AFFIDAVIT IN REPLY ON BEHALF OF RESPONDENT NO. 1**

I, **KUNDLIK MAROTI CHATE**, Deputy Engineer of Maharashtra Industrial Development Corporation, the Respondent No.1 herein, having office at MIDC Division II, Mahape Office Building Plot No.AM-20, Behind Lokmat Building, Thane Belapur Road, TTC Industrial Area, Navi Mumbai 400 710, do hereby solemnly affirm and state as under:

1. I say that I have read the copy of the above Intervention Application (IA), and I have perused the relevant records available in my office pertaining to the above matter and I am conversant with the facts and



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circumstances of the present case so as to be able to depose to the same.

2. I say that the Applicant through this Application seeks to be impleaded as a Respondent in the Original Application and pending the hearing and adjudication of the Original Application, the Respondent No.1 (**MIDC/ the Corporation**) to maintain status quo on Plot No. OS No. 7 to ensure that trees and plants on the said Plot are not cut or harmed and are maintained with regular care.
3. I say that I am filing this Affidavit for a limited purpose of putting on record the stand of the Corporation in respect of the above Application. I seek liberty of this Hon'ble Tribunal to file further affidavits as and when necessary. Furthermore, I deny all the averments against the Corporation made by the Applicant in the Application unless expressly admitted herein. Unless specifically admitted, I deny all the averments made by the Intervenor in the Application.
4. At the outset, I raise the following grounds with regards to the maintainability of the IA.
 - 4.1. The Applicant/Intervenor is presently neither the allottee nor the lessee of the Plot OS No.7. Admittedly, M/s. Expanded Incorporation was handed over the Plot OS No.7 sometime in the year 2001 under Agreement dated 4th May 2001 which was a



licence agreement between the Corporation as the Licensor and M/s. Expanded Incorporation as the Licensee wherein the said OS-7 admeasuring 3649 sq. mtrs. was handed over on 14th June 2000 for the purpose of plantation of trees only to it subject to the Licensee complying with the terms and conditions for a period of 10 years commencing from 14th June 2000. Under the said Agreement, as per clause 3(j), it was recorded that the Licensee shall maintain the existing trees in a proper and habitable condition during the entire term of this Agreement and not cut or permit to cut any trees whether existing or otherwise for any purpose. The Intervenor presently has no relationship with the Respondent No.1 Corporation in respect of Plot OS-7 as the Intervenor is neither an allottee nor the licensee in respect of Plot OS-7. The Intervenor is a private limited company whereas M/s. Expanded Incorporation is a partnership firm. Nevertheless, assuming there is a change in the name of the Intervenor from M/s. Expanded Incorporation to the present private limited company, admittedly the Licensee under the Agreement dated 4th May 2001 came to end on 11th June 2010. Infact, as per clause 6 of the Agreement, the Licensee has undertaken that the "**trees planted hereafter shall be the property of the Corporation and the Licensee shall have no claim or right of whatsoever nature or kind upon the said trees or the said**



plot of land and everything thereof. As per letter dated 21st February 2024 addressed to M/s. Expanded Incorporation it was informed that the OS – 7 was allotted for tree plantation and nursing of trees for a period of 10 years commencing from 12th June 2000 till 11th June 2010 only and the said term has ended and thus, the allotment order and the Agreement have also expired. The Corporation further informed the Licensee to take note that the said open space has vested back to the Corporation. Annexed and marked hereto as **Exhibit "A"** is a copy of the letter dated 21st February 2024. Thus, there is no locus for the Intervenor to agitate the prayers made in the IA in view of the expiry of the term of the Licence Agreement.

- 4.2. The Respondent no.1 submits that MIDC acquires land of farmers who are entitled to receive some percentage of the plotted land under MIDC's PAP Policy. Furthermore, MIDC is a Special Planning Authority by virtue of the provisions of sub-section 1A of Section 40 of the Maharashtra Regional and Town Planning Act, 1996 (**MRTP Act**) for any area where the Chapter VI of the MID Act applies or for any area comprising of Government land transferred to the MIDC. Thus, MIDC itself plans the development of its areas including maintaining the area of open space, change of land use/modification in layout of industrial areas in compliance



to its various circulars. Thus, MIDC while relying upon its applicable circulars has the authority to change the use of open space or amenity area subject to permission of the Minor Modification Committee (MMC) of MIDC constituted specifically for overlooking the change in land use and modification in the layout of industrial area. I crave leave to refer to and rely upon the relevant circulars empowering MIDC to change the use of land and modify the layout of industrial area.

- 4.3. I say that in compliance to the policies and circulars of the Corporation, as the Regional office was in receipt of a request for allotment of 300 sq. mtrs. of plot out of the said Plot OS-7 to PAP, the said request was submitted by the Regional Office before the MMC for conversion of 300 sq. mtrs. of Plot. The said proposal was submitted and report of surveyor & SPA was obtained. Furthermore, the opinion/remarks of Land Department and Planning Department was also obtained. The Minor Modification Committee (MMC) held its meeting on 6th March 2024 when MMC after detailed discussion and considering the report of surveyor & SPA and opinion/remarks of Land Department and Planning Department resolved to approve the proposal of conversion of an area admeasuring 300 sq. mtrs. from open space No.7 into amenity use for carving out a PAP plot subject to condition that



(i) area under trees shall be excluded while carving out the plot and a 6 m wide buffer zone is maintained from the existing nallah and (ii) sufficient distance from the HT Line shall be maintained by the Applicant while carrying out development on the proposed plot. Annexed hereto and marked as **Exhibit – "B"** is a copy of the Minutes of the MMC Meeting dated 6th March 2024.

4.4. Accordingly, after the conversion of 300 sq. mtrs. from open space to amenity space, the Respondent No.1 by an allotment letter dated 15th March 2024 allotted land admeasuring 300 sq. mtrs. comprising of Plot No.PAP-C-129 in TTC Industrial Area in favour of M/s. Shiv Hospitality for setting up "Hotel Lording & Boarding" subject to terms and conditions contained therein. I say that condition 4(m) specifically states that the area under trees shall be excluded while carving out the plot. Annexed hereto and marked as **Exhibit – "C"** is a copy of the Allotment Letter dated 15th March 2024.

4.5. I say and submit that I expressly reject the stand of the Intervenor that because it maintained the Plot for about 20 years its application should be considered.

4.6. I say that the 300 sq. mtrs. of plot is a meagre plot out of the entire OS-7 which can be seen from the attached plan relied by



the Intervenor on which the undersigned has superimposed the boundary of Plot No.PAP-C-129 i.e the 300 sq. mtrs. land for this Hon'ble Tribunal to consider. Annexed hereto and marked as **Exhibit – "D"** is a copy of the superimposed layout depicting the said Plot.

4.7. I say that from the photographs annexed hereto and marked as **Exhibit – "E"**, it can be seen that no trees have been harmed or cut. Hence the unwanted apprehension and the anxiety of the Intervenor or that of the Original Applicant is unwarranted.

5. In view of the above, Respondent No.1 submits that it is taking due care while making any allotments to ensure that no trees are harmed.

6. Thus, it is humbly prayed by Respondent No.1 herein that this Hon'ble Tribunal may upon considering the steps taken by the Corporation pass appropriate orders and dismiss the above Intervention Application.

Solemnly affirmed at Mumbai)
on this 15th day of April 2025

Little & Co.
[Signature]
Partner
Advocates for the Respondent No. 1.

BEFORE ME
[Signature]
PALLAN M. MARATHE
ADVOCATE AND NOTARY
B/8, Sunder Sardan, 63
Wadilal Patel Road,
Opp. Robert Money School
Mumbai - 400 004

Sr. No. **684** Reg. No. **32**
Page No. **67** Dt. **15/4/2025**

[Signature]
Deponent,

Before me





महाराष्ट्र औद्योगिक विकास महामंडळ

(महाराष्ट्र शासनाचा अंगिकृत)

कार्यालयाचा पत्ता : प्रादेशिक कार्यालय, मओविम, महापे, ऑफिस बिल्डिंग, भुखंड क्र.अएम-२०, लोकमत कार्यालयाच्या मागे, ठाणे वेलापूर रोड, टि.टि.सी. औ. क्षेत्र, नवीमुंबई-४०० ७१०.

दूरध्वनी क्रमांक -

२७७८२८९३/२७७८२८९४

फॅक्स नंबर- २७७८९०८४

ई-मेल - www.midcindia.org

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जा. क्र. मओविम/प्रा.का.महापे/टी.टी.सी/ 142329

दिनांक: 21 FEB 2024

प्रति,
M/s. Expanded Incorporation,
Plot No C-44/1, TTC Indl Area,
Pawane Village, MIDC,
Navi Mumbai 400 705.

विषय: टि.टि.सी. औद्योगिक क्षेत्र..
भुखंड क्र. ओ एस-७, क्षेत्र ३६४९ चौ.मी.
वृक्ष लागवडी करिता दिलेल्या जागेचा ताबा परत घेणेबाबत

संदर्भ: या कार्यालयाचे वाटपपत्र दि.१२/०६/२०००

महोदय,

महाराष्ट्र औद्योगिक विकास महामंडळाच्या टी.टी.सी. औद्योगिक क्षेत्रामधील भुखंड क्र. ओ एस-७, क्षेत्र ३६४९ चौ.मी चे वाटप आपणास वृक्ष लागवडी या प्रयोजनार्थ १० वर्ष कालावधी (दि. १२/०६/२००० ते दि.११/०६/२०१०) या कालावधी करिता वाटप करणेत आले होते. त्यानुसार सदर भुखंडाचा करारनामा दि.०४/०५/२००९ रोजी कार्यान्वीत करणेत आला होता. प्रकरणी उक्त वाटपपत्र व करारनाम्यातील कालावधी यापुर्वीच संपुष्टात आला आहे.

त्या अनुषंगाने आपणास कळविण्यात येते कि, सदर जागा ही प्रकल्पग्रस्त सदराखाली पात्र प्रकल्पग्रस्तांनी वाटपाची भागणी केली असल्याने, महामंडळाचे परिपत्रक क्र.४२, दि.३१/०१/२००८ रोजीच्या परिपत्रकानुसार सदरचा भुखंड परत घेणेत येत आहे, याची नोंद घ्यावी.

सदरचे पत्र मा.प्रादेशिक अधिकारी यांचे मान्यतेने निर्गमित करणेत येत आहे.



Received only
21/2/24



आपला विश्वासू

क्षेत्र व्यवस्थापक

मओविम, प्रादेशिक कार्यालय, महापे

Yelluraj
20/2/2024

प्रत माहिती करिता सविनय सादर-

मा. उप मुख्य कार्यकारी अधिकारी(१) मओविम, उद्योग सारथी, महाकाली रोड, अंधेरी (प), मुंबई-२३

प्रत माहिती करिता-

कार्यकारी अभियंता तथा वि.नि.प्रा., मओविम, विभाग क्र.२, महापे, नवी मुंबई ४०० ७१०.

उप अभियंता, उपविभाग क्र.१ व २, मओविम, महापे, नवी मुंबई ४०० ७१०.

20/2

AM



RO/EE	Name of industrial area & proposal discussed in the MMC meeting.															
Mahape / Thane Dn. II (P 81268)	TTC: Conversion of part of open space into amenity for carving out a PAP plot.															
	Proposal: RO (Mahape) has submitted a proposal of conversion of an area admeasuring 300 sqm from open space no. OS-7 into amenity use for carving out a PAP plot in TTC Industrial Area.															
	Report of the Surveyor: Total area of open space no. OS-7 & OS-7 part is 3649 sqm. It is fenced and adjacent to a nalla. Trees are planted on the said open spaces.															
	Report of the SPA: The said open space is allotted for development of a garden. One 22 KV HT line is passing through part of the open space and therefore, distance from HT line shall be maintained as per the provisions of CDCPR-2023 while carving out a plot admeasuring 300 sqm for the applicant.															
	Opinion / remarks of Land Department: The said open space is allotted for plantation purpose to the allottee of plot no. C-44/2. However, the allotment is cancelled vide letter dt. 21/02/2024 issued to the concerned plot holder. There was also a demand of plot from the said land by another applicant. However, the said applicant has now submitted a letter to cancel their demand. Approval of MMC is necessary for carving out a plot admeasuring 300 sqm from open space no. OS-7 for carving out a plot as demanded by the applicant.															
	Opinion of Planning Department: In view of the proposal submitted by RO, if the request of the applicant is to be considered for approval, then it is necessary that the plot shall be carved out excluding trees and a 6 m wide buffer zone shall be kept from the existing nalla. It is also necessary that development on the said plot shall be carried out by keeping sufficient distance from the HT line as per the provisions of CDCPR-2023. The percentage of open spaces and amenity area after the proposed change in land use will be as shown in the table below.															
	Percentage of open space and amenity area:															
	<table border="1"> <thead> <tr> <th>Details</th> <th>Required area (Ha)</th> <th>Provided area (Ha)</th> <th>Area proposed for conversion (Ha)</th> <th>Proposed area (Ha)</th> </tr> </thead> <tbody> <tr> <td>Open space</td> <td>128.76 (10.00 %)</td> <td>129.09 (10.03 %)</td> <td>(-) 0.0300 (Open space to amenity)</td> <td>129.06 (10.02 %)</td> </tr> <tr> <td>Amenity area</td> <td>64.38 (5.00 %)</td> <td>79.76 (6.19 %)</td> <td>(+) 0.0300 (Open space to amenity use)</td> <td>79.79 (6.20 %)</td> </tr> </tbody> </table>	Details	Required area (Ha)	Provided area (Ha)	Area proposed for conversion (Ha)	Proposed area (Ha)	Open space	128.76 (10.00 %)	129.09 (10.03 %)	(-) 0.0300 (Open space to amenity)	129.06 (10.02 %)	Amenity area	64.38 (5.00 %)	79.76 (6.19 %)	(+) 0.0300 (Open space to amenity use)	79.79 (6.20 %)
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Amenity area	64.38 (5.00 %)	79.76 (6.19 %)	(+) 0.0300 (Open space to amenity use)	79.79 (6.20 %)												
<i>(Reference: Information submitted by RO)</i>																
Remarks: Approval of MMC is necessary for the change in land use as mentioned above. The proposal was submitted to Hon. Jt. CEO for approval as per guidelines issued in this regard and Hon. Jt. CEO has approved the same for discussion in the meeting of MMC. It is therefore proposed to discuss the case in the meeting of MMC for suitable decision.																
Discussion and Resolution of the MMC: The issue was discussed in the meeting. After detail discussion, it is resolved to approve the proposal of conversion of an area admeasuring 300 sqm from open space no. OS-7 into amenity use for carving out a PAP plot subject to condition that – i) area under trees shall be excluded while carving out the plot and a 6 m wide buffer zone is maintained from the existing nalla, and, ii) sufficient distance from the HT line shall be maintained by the applicant while carrying out development on the proposed plot.																
Notes: 1) Allotment of converted land parcels may be undertaken at appropriate level by following all circulars / guidelines as applicable to the applicants. 2) The Legal feasibility of the proposals submitted to the MMC shall be ascertained by the concerned authority.																

Sr. TP

Chief Planner



for CE (HQ)

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जा.क्र.मओविम/भूविभाग/कार्यालय/दिनांक:-

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विषय :- टी.टी.सी. औद्योगिक क्षेत्र

भूखंड क्र. पीएपी भूखंड क्र. C-929, क्षेत्र 300 चौ.मी.

प्रकल्पग्रस्त सदराखाली एकत्रित गटास भूखंडाचे वाटप करणेबाबत..

सविनय सादर,

प्रस्तुत प्रकरणी मागिल पृष्ठ क्र.८३ व ८७ वरील प्रादेशिक कार्यालय, महापे यांचेकडून प्राप्त झालेला टिप्पणीच्या अनुषंगाने सादर.

प्रादेशिक अधिकारी यांनी प्रकल्पग्रस्तांची पात्रता त्यांच्या स्तरावर तपासून देकारपत्र निर्गमित करणे बंधनकारक आहे. तसेच देकारपत्रातील अटी व शर्तीची पूर्तता झाल्याची खात्री प्रादेशिक अधिकारी यांच्या स्तरावर करण्याच्या अटीस अधिन राहून प्रादेशिक अधिकारी यांनी पृष्ठ क्र.एन-८३ ते एन-८७ अन्वये शिफारस केलेला प्रस्ताव खालील निर्देशांच्या अधिन राहून प्रकल्पग्रस्तांनी स्थापन केलेल्या एकत्रीत गटाच्या M/s.Shiv Hospitality या कंपनीच्या नावे पीएपी भूखंड क्र. C-929, क्षेत्र-300 चौ.मी. चे वाटप खालील अटी/शर्तीस अधिन राहून करण्याकरीता प्रस्तावित करण्यात येत आहे.

- देकारपत्र प्रादेशिक अधिकारी यांचे स्तरावरून निर्गमित करण्यात येते, त्यामुळे प्रादेशिक अधिकारी यांनी महामंडळाच्या धोरणानुसार सर्व कागदपत्रे पाहून देकारपत्र निर्गमित केले असे गृहीत धरण्यात आले आहे. वाटपपत्र निर्गमित करण्यापूर्वी प्रादेशिक अधिकारी यांनी देकारपत्रातील अटी/शर्तीची पूर्तता केली असल्याची खात्री करावी.
- महामंडळाच्या वेळोवेळी निर्गत धोरणानुसार व दि. 08.09.2022 च्या पत्रानुसार पुर्तता झाली असल्यास प्रा.अ. यांनी खात्री करावी.
- वाटपपत्र निर्गमित करताना महामंडळाच्या धोरणानुसार नसल्यास त्याची संपूर्ण जबाबदारी ही प्रादेशिक अधिकारी यांची राहिल.
- तीन्ही प्रकल्पग्रस्त यांनी मा.न्यायालयाकडील वारस दाखले प्रादेशिक कार्यालयास सादर केलेले असून पृष्ठ क्र.सी-9८३, सी-९५ व सी-३२७ वर जोडण्यात आलेले आहेत. सदर वारस दाखल्यानुसार इतर वारसांचे हक्कसोड अथवा नाहरकत दाखले ई. घेणे आवश्यक असल्यास ते वाटप आदेश निर्गमित करणेपूर्वी घेणे बंधनकारक राहिल.
- उक्त अर्जदार कंपनीने त्यांचे प्रस्तावित व्यवसायाकरीता शासनाच्या संबधीत विभागाकडील ना हरकत प्रमाणपत्र/आवश्यक त्या परवानग्या प्राप्तकरणे बंधनकारक राहिल.
- महामंडळाच्या धोरणानुसार प्रकल्पग्रस्तांचे प्रस्तावित कंपनीमधील भागभांडवल कमितकमी 49 टक्के असणे बंधनकारक राहिल.
- उक्त कंपनीमधील प्रकल्पग्रस्त भागधारकांबाबत भविष्यात कोणताही वाद/न्यायालयीन दावा/हरकत प्राप्त झाल्यास त्याचे निराकरण करण्याची संपूर्ण जबाबदारी भूखंडधारक कंपनीची राहिल याबाबत महामंडळास कोणतीही ताशीप लागू देणार नाही याबाबत हमीपत्र घेण्यात यावे.
- टी.टी.सी. औद्योगिक क्षेत्रामध्ये दाखल याचिका क्र.9439८/२०२३ व क्र.94६७३/२०२३ मधील मा.उच्च न्यायालयाने दिलेल्या निर्देशाची पुर्तता केल्यानंतर अर्जदार कंपनीला पीएपी भूखंड वाटपाची कार्यवाही करण्यात यावी.

तथापि, आदेशार्थ सविनय सादर.

क्षे.व्य/का-१
14/3/2024

Yendarkar
स.क्षे.व्य/६-३-२०२४

श्री. क्ष. यांचेकडून प्राप्त झालेला अर्ज/शिर्षक

मा.उप मु.का.अ. (१)
श्री. क्ष. यांचेकडून प्राप्त झालेला अर्ज/शिर्षक

MIDC / LAND / DESK 1/
E-CFF NO. P.81268
DATE. 14/03/2024

MIDC - TMS
RO P81268
Date 14/3/2024



Exhibit "C"

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MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(a Government of Maharashtra Undertaking)

Regional Officer, MIDC, Mahape, behind
Lokamat Plot AM-20, B Wing Third Floor
T.T.C. Indl. Area, Post-Kopar Khairane,
Navi Mumbai-400 709



Phone No.27782893/4

E-mail: "romahape@midcindia.org"

No.MIDC/RO/Mahape/TTC/PAP-C-129/1/47438/2024

Date :- 15 MAR 2024

Sub :- **T.T.C. INDUSTRIAL AREA**
Allotment of land at ...

Ref :- 1) Offer letter dated. 09/02/2022, 14/12/2020 & 16/11/2021
2) Application dated 30/11/2023 from
M/s. Shiv Hospitality

:ORDER:

Sanction is hereby accorded to the allotment of land admeasuring **300.00** Square Meters Comprising of **Plot No.PAP-C-129** in **T.T.C. INDUSTRIAL AREA M/s. Shiv Hospitality**, Reg. Address Room No 298, Gaon DeviMarg, Opp. Machhi Market,Pawane Gaon, Turbhe, Navi Mumbai 400 705 for setting up " **Hotel Lodging & Boarding** " subject to the payment of the premium of **Total=38,59,662/- (Rs.32,70,900/- + Rs.5,88,762/- (18% GST))** calculated at the rate of **Rs.10,903/- (Rs.10,383/- + Rs.520/- (5% R/w))** per Square Meter and subject to the following conditions.

- 1) The amount of earnest money Rs 4,13,800/- vide receipt No. HQ180Q023756 dtd. 16/02/2022 & Rs 3,69,450/- vide receipt No. HQ180Q015727 dtd.19/01/2021, Rs 4,13,800/- vide receipt No. HQ180Q021935 dtd. 08/12/2021 with the application will be appropriated towards the amount of premium. The allottee shall pay the sum of **Rs.26,62,612/- (Rupees Twenty Six Lakhs Sixty Two Thousand Six Hundred Twelve Only)** being the balance amount of the premium including GST within a period of 30 days from the date of receipt of this order by a Bank RTGS Details as **Beneficiary Name CEO, MIDC, Name of Bank :- BANK OF INDIA, Branch :- Turbhe, Navi Mumbai, A/C No :-004420100002340, IFSC : -BKID0000044, GST NO :-27AAACM3560C1ZV** Application received with D.D/Cheques will not be entertained.
- 2) In case the allottee fails to pay the balance amount of premium within the period mentioned above, the allotment shall be liable to cancelled without further notice.
- 3) In the event of the allotment being cancelled as aforesaid the corporation will be entitled to forfeit the whole of the earnest money received with the application.
- 4) The terms & condition of allotment of land will be those contained in the standard form of agreement to lease and the lease annexed thereto & in substance are as follows.
 - a) The allottee shall enter into an agreement to lease in the form prescribed by Corporation & on performance of the condition will be entitled to lease for the term of ninety five (95) years to be computed from the date of execution of the agreement to lease and renewable for one further term of 95 years on payment of premium and on such terms and conditions as may be determined by the Corporation at the time of renewal.
 - b) The annual ground rent of Rupees 1/- per annum is payable in respect of the plot of land allotted.
 - c) The allottee shall get the plan and specification of the proposed **Hotel Lodging & Boarding** building duly approved from the Executive Engineer of the said Industrial area and complete the said building in accordance with approved plans and shall obtain a completion Certificate from the Executive Engineer of the said Industrial area within One year from the date of handing over possession/ execution of Agreement to Lease whichever is earlier.
 - d) The allottee shall not directly or indirectly transfer or assign the benefits of interest in the agreement lease or part with possession of the land or any part thereof without previous consent of the corporation who may refuse or grant it subject to such condition as the corporation may think fit including a condition for payment of additional premium/differential premium. The allottee shall not permitted to transfer the allotted plot upto 5 years from the date of Agreement to Lease or possession which is earlier. As per present policy of corporation OR taking into account of time to time issued prevalling policy by the corporation.
 - e) The allottee shall become a member of Common Effluent Treatment Plant (CETP) if established & to observed the Criteria/Rules & regulations prescribed for the disposal of effluent and produce the proof thereof to MIDC.
 - f) The other terms and conditions of allotment shall be those contained in the prescribed form of agreement to lease & the lease.
 - g) The stamp duty in respect of preparation & execution of the agreement to lease & its duplication as also the lease & its duplication in respect of the allotted plot of land as also the legal costs for



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- the preparation and execution of these document including the registration fees shall be borne and paid by the allottee alone within a prescribed period.
- h) You Shall Produce notarized undertaking on Rs.300/- stamp paper from PAP, if any information found false & documents submitted by PAP found forgery, the allotment of the plot will be cancelled immediately.
- i) In case it is found at any time that the Corporation has already been allotted the PAP plot to the allottee or any person from his family, hence the allotment shall be cancelled without further notice.
- j) **Mr. Rajesh Satyawar Bhoir, Mr. Upendra Laxman Halbe & Mr. Sanjay Devchand Mhatre (PAP)** promoters shall not retire/reduce their ratio/shares in the Partnership company upto 5 years and these PAP's shall keep/hold at least 51% shares in the Partnership Company **M M/s. Shiv Hospitality** equally divided amongst them upto 5 years and **Mrs. Janabai Satyawar Bhoir (outsider)** shall keep only 49% of shares in the Partnership Co. and they shall also not retire/reduce their ratio/shares upto 5 years.
- k) आपण प्रकल्पग्रस्त सदराखाली सादर केलेल्या पुराव्याबाबत काही हरकती/तक्रार प्राप्त झाल्यास किंवा सादरचे पुरावे खोटे असलेचे भविष्यात निष्पन्न झाल्यास त्याबाबतची सर्व जबाबदारी भारतीय पुरावा कायदा कलम १०१ व १०२ व भारतीय फौजदारी संहिता १८६० कलम १७७,१९२,१९९,२००,४२०,४६५,४६८,४७१ नुसार कागदपत्रे कार्यालयास सादर करणा-या व्यक्तीची राहिल व तसे सिध्द झाल्यास त्यानुसार भूखंडाचे वाटपपत्र रद्द करण्यात येईल.
- l) The plot no PAP-C-129 allotted to applicant on As is where is basis.
- m) Area Under trees shall be excluded while carving out the plot & 6 mtr Wide Buffer zone is maintained from the existing Nalla
- n) Allottee shall be maintained sufficient distance from the HT Line While Carrying out development on the proposed plot.

Please also note A to L will be signed with you within 30 days from the date of receipt of Balance Occupancy Premium Amount.

Deblina
15/03/2024
Area Manager
MIDC Mahape

To,
M/s. Shiv Hospitality,
Reg. Address Room No 298,
Gaon DeviMarg, Opp. Machhi Market,
Pawane Gaon, Turbhe,
Navi Mumbai 400 705

Copy Submitted to :

- 1) The Chief Account Officer, MIDC, Mumbai – 400 093.
- 2) The Chief Planner, MIDC, Mumbai – 400 093.
- 3) The Technical Advisor, MIDC, Mumbai – 400 093
- 4) The Executive Engineer, MIDC, Division II, THANE.

Copy f.w.c.s. to:

- 5) The Deputy Engineer, Sub-Dn. No.1 & 2, MIDC, Mahape Navi Mumbai.

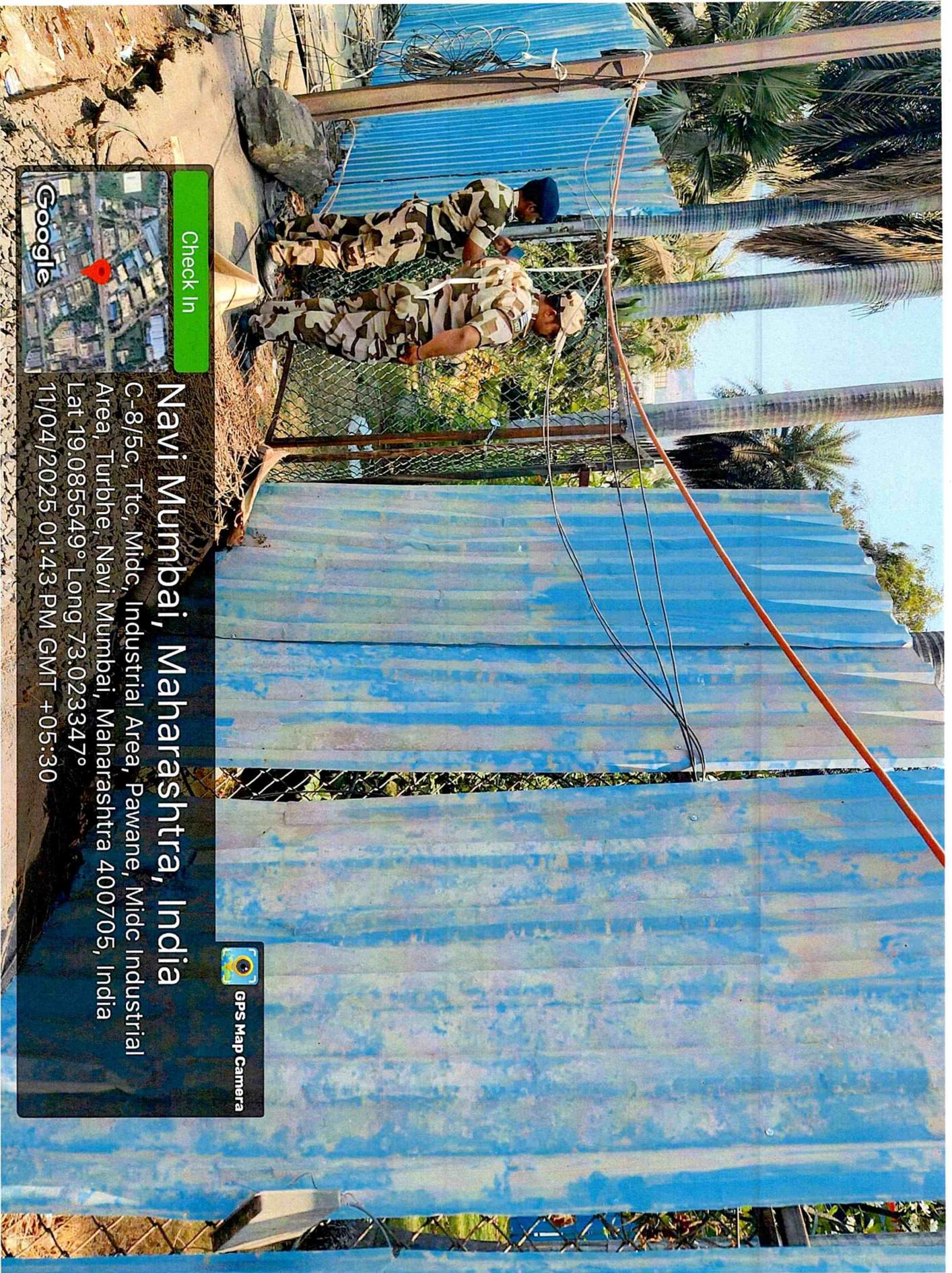
Copy to :

- 6) Shri. Prashant Khatre, Surveyor MIDC, RegInol Office, Mahape
For supply 5 copies of measurement plans immediately.

Area Manager
MIDC Mahape

Prashant Khatre
15/03/2024





Check In



Google

Navi Mumbai, Maharashtra, India

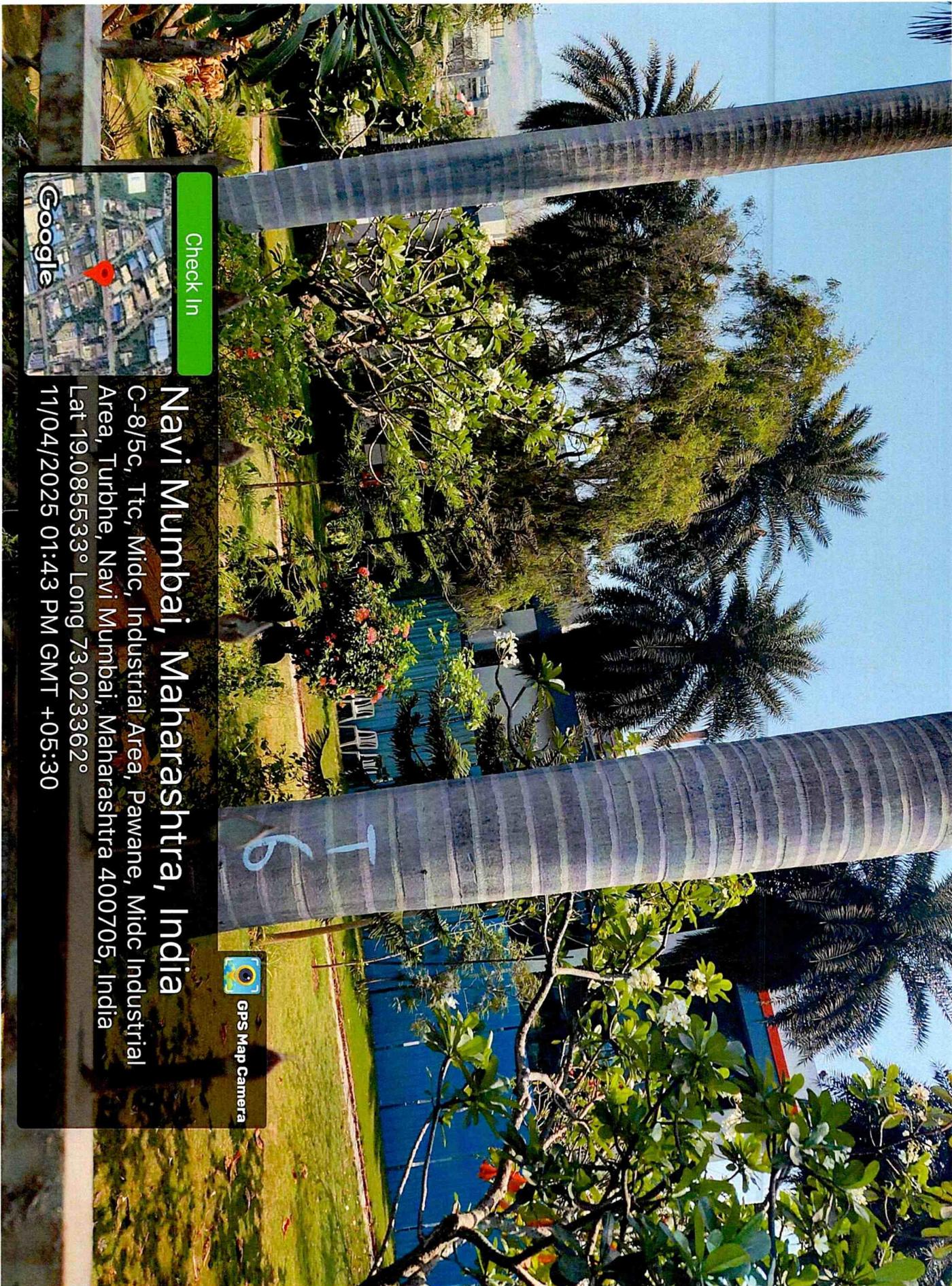
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Lat 19.085549° Long 73.023347°

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GPS Map Camera



Check In



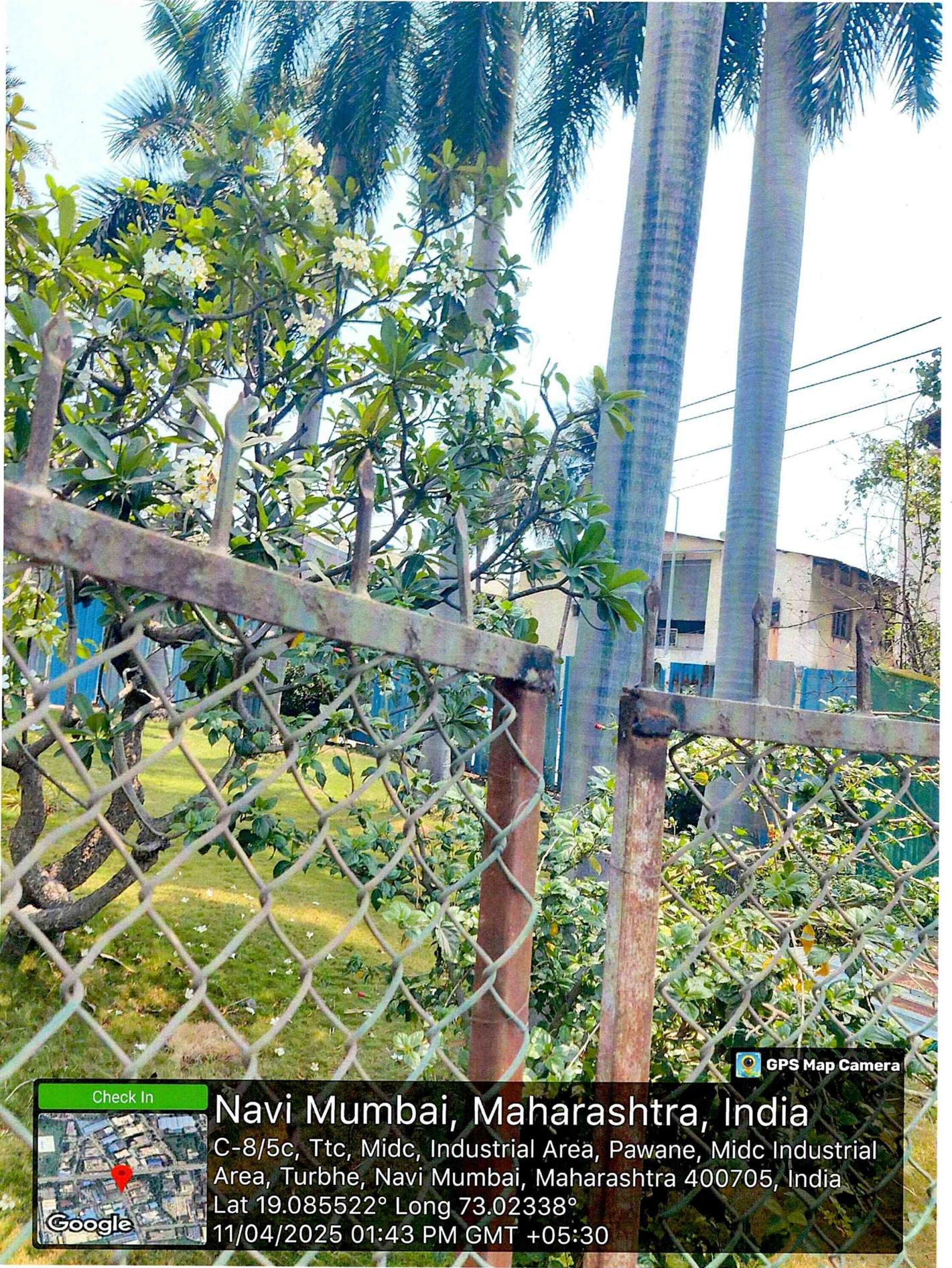
Navi Mumbai, Maharashtra, India

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GPS Map Camera

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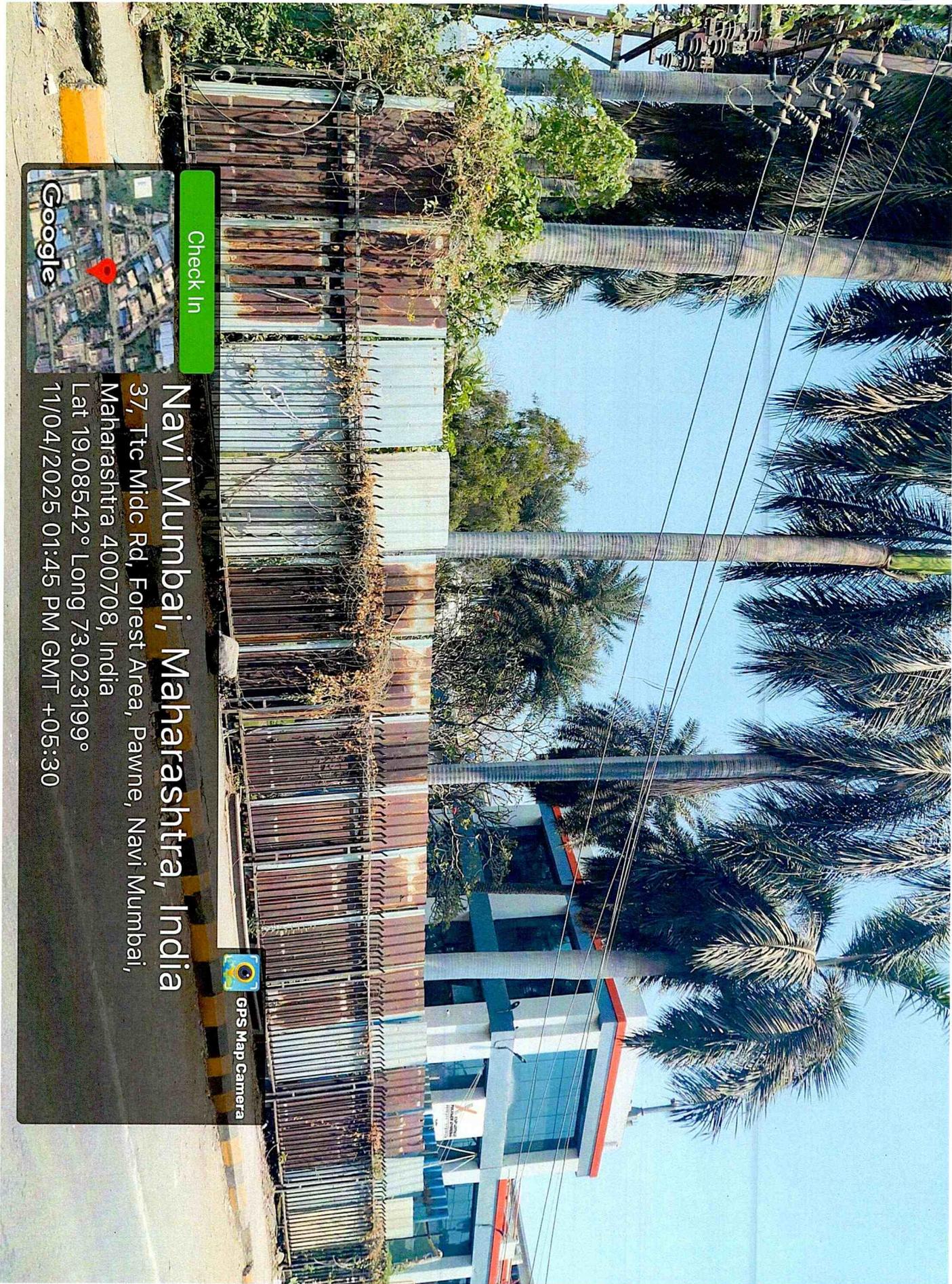
Navi Mumbai, Maharashtra, India

C-8/5c, Ttc, Midc, Industrial Area, Pawane, Midc Industrial Area, Turbhe, Navi Mumbai, Maharashtra 400705, India

Lat 19.085522° Long 73.02338°

11/04/2025 01:43 PM GMT +05:30

194



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Navi Mumbai, Maharashtra, India

37, Ttc Midc Rd, Forest Area, Pawne, Navi Mumbai, Maharashtra 400708, India

Lat 19.08542° Long 73.023199°

11/04/2025 01:45 PM GMT +05:30



GPS Map Camera

**BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE
INTERVENTION APPLICATION NO.74
OF 2025
IN
ORIGINAL APPLICATION NO. 232 OF
2024 (WZ)**



Banda Nagraj Kumar ... Applicant
Versus
Maharashtra Industrial Development
Corporation & Ors. ... Respondents

**AFFIDAVIT IN REPLY TO THE
INTERVENTION APPLICATION ON
BEHALF OF RESPONDENT NO. 1**

Dated this 15th day of April 2025.

Little & Co.
Advocates for the Respondent No.1
Mumbai 400 001.