

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

**ORIGINAL APPLICATION NO.113 OF 2025 (WZ)**

Life Republic Seven Avenue  
Cooperative Housing Society Ltd. ... **APPLICANT**

**VERSUS**

M/s. Kolte Patil I-Ven ... **RESPONDENTS**  
Townships (Pune) Ltd. and others.

**I N D E X**

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Pune:

Date: 09/01/2026



Advocate for the Respondent No.1

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**REPLY FOR AND ON BEHALF OF RESPONDENT NO.1**  
**MAY IT PLEASE THE HON'BLE TRIBUNAL:**

Reply for and on behalf of Respondent No.1 is as under:

**I] PRELIMINARY OBJECTIONS:**

1. At the outset, the present Respondent No.1 states that the statements, averments and prayers made by the Applicant are not admitted to the present Respondent No.1 and are denied in toto expressly so far as they are admitted herein. The Respondent No.1 submits that the present Application has been filed by the Applicant with a view to harass the present Respondent No.1 and is not maintainable before this Hon'ble Tribunal.

2. The Applicant has failed to substantiate the substantial questions related to the environment as mandated under Section 2(m) of The National Green Tribunal Act, 2010 (for short, 'the said Act').
3. The Respondent No.1 submits that this Hon'ble Tribunal does not have the jurisdiction to try and entertain the present Application, as the same is not within limitation. The present Respondent No.1 states that the Hon'ble High Court, Bombay and the Hon'ble Supreme Court have on the interpretation on various Statutes, held that, when a statute prescribes a shorter period of limitation and difference scheme of the limitation, the provision of Limitation Act is excluded and the Court/Tribunal must apply the period of limitation as prescribed in the specific statute while exercising the powers. In view of this, the Application preferred by the Applicant is totally misconceived and liable to be dismissed.
4. The present Application filed by the Applicant upon plain reading of Section 15 of the said Act is barred by law of limitation. On bare perusal of Section 15 of the said Act, an Application raising substantial question relating to environment seeking restitution, remediation and compensation (including enforcement of legal right relating to environment) has to be filed within a period of 5 years

from date on which the cause of action for such dispute “first arose” provided that, this Hon’ble Tribunal may, if it is satisfied that the Applicant was prevented by sufficient cause from filing the Application within the said period allow it to be filed within a further period not exceeding sixty days. In the present case, the Application is totally barred by Limitation, as the cause of action for filling the present Application first arose in 2015 when the Applicant has taken full possession from the Respondent No.1 of the said building. The present Application has been filed on 2<sup>nd</sup> September 2025 which is way beyond the mandatory period of Sections 14 and 15 of the said Act.

5. The present Application is filed after almost 10 years after accrual of alleged cause of action. The Applicant is unnecessarily hampering the execution of construction of further project of the Respondent No.1 and denying the benefits to numerous flat buyers and their families for its vested interest. Also, the Respondent No.1 has already handed over the possession to the flat purchasers and they have formed the Co-operative Housing Society. Hence, on this ground, the present Application be rejected. It is submitted that the present Application is barred by limitation u/s 15 of the NGT Act,

2010 which prescribes a period of 5 years for filing an Application from the date on which the cause of action for such dispute “first” arose, extendable by a further period of 60 days thereafter, provided that the Applicant may show by a sufficient cause that the Applicant was prevented from filing such an Application in time. Further, the Applicant has also sought to file an Application under section 15 of the said Act which also provides for the aforesaid words “the date”, “cause of action” and “first arose”.

6. The Application was filed on 2<sup>nd</sup> September 2025. It is submitted that the date of knowledge has absolutely no relevance while interpreting the provisions of Section 15 of the NGT Act. The said Act is a special enactment and hence, there is a statutory prescription of the special period of limitation under Sections 15(3) of the said Act, which will certainly exclude general law of limitation.
7. Further, the Application of the principles of recurring and/or continuing cause of action for the purposes of disputes under Section 15 of the said Act would lead to serious anomalous and undesirable consequences. That the Legislature while enacting the statute purposely used the words "first" for "cause of action" to file an action before the Tribunal. That the Hon'ble Supreme Court in the

case of L.C. Hanumanthappa vs H.B. Shivakumar (2016) I SCC 332 has held that the word 'first' has been used between the words 'sues and 'accrued'. This would mean that if a suit is based on multiple causes of action, the period of limitation will begin to run from the date when the right to sue first accrues. To put it differently, successive violation of the right does not give rise to fresh cause and the suit will be liable to be dismissed if it is beyond the period of limitation counted from the day when the right to sue first accrued.

8. That in a catena of cases, this Hon'ble Tribunal has also taken the view that limitation period begins to run from the date when the cause of action first arose including in Application No. 33 of 2016 *Jai Javan Jai Kisan and Ors. Vs Vidarbha Cricket Association and Ors.*; O.A. NO. 179 of 2016 Graminee Environment Foundation vs. Balaji Infrastructures Ltd. and Ors, OA No. 95 of 2014 Mr. Suresh Waman Dhavale and ors. vs MOEF and Ors
9. The Hon'ble Supreme Court in *State of M.P. v. Centre for Environment Protection Research & Development*, (2020) 9 SCC 781 held that the jurisdiction of this Hon'ble Tribunal, under Sec. 14 and 15 of the NGT Act, can only be invoked, when there is a violation of one of the specified statutory environmental obligations,

mentioned in Schedule I of the NGT Act, which in turn gives rise to a substantial question of law. The relevant portion of the said judgment has been reproduced below:

*“43. For exercise of power under Section 14 of the NGT Act, a substantial question of law **should be** involved including any legal right to environment and such question should arise out of implementation of the specified enactments.*

*44. Violation of any **specific statutory environmental obligation** gives rise to a substantial question of law and not just statutory obligations under the enactments specified in Schedule I. However, the question **must arise out of implementation of one or more of the enactments specified in Schedule I.**”*

[Emphasis supplied]

10. That this Hon’ble Tribunal in *Reddy Structures Private Limited v. Bruhat Bangalore MahanagaraPalike and Anr.* 2018 SCC OnLine NGT 2469 , has also similarly held that:

*“...jurisdiction under Section 14, read with Section 15, is **limited** to determining substantial questions relating to environment arising out of Schedule-I to the Act for relief and compensation to the victims of pollution and for restitution of damaged property or the damaged area. Beyond doing so, the Tribunal cannot go into any other question.”*

[Emphasis supplied]

11. Similarly, section 15(3) of the Act contemplates that no Application for grant of compensation or relief or restitution of property or environment shall be entertained unless the same has been made within a period of five years from the date on which the cause of action first arose for such compensation or relief.

12. It is submitted that cause of action for filing an Application under the provisions of the Green Tribunal Act, 2010 cannot accrue on the day when a person discovers the act of environmental damage. This Hon'ble Tribunal has rejected the proposition of 'Discovery Rule' being applicable to patent event perceptible to the public at large and therefore by no stretch of imagination can the cause of action for filing an Application under the provisions of the said act could accrue on the day when such environmental damage is discovered by the party. The Applicant has thus approached this Hon'ble Tribunal with the sole intention to overcome the difficulty of limitation under the Act and has approached this Hon'ble Tribunal with unclean hands. Therefore, the present Application under section 15 of the NGT Act, 2010 is clearly barred by limitation.

**II] FACTS OF THE CASE:**

12. The Respondent No.1 is a company registered and incorporated under the Provisions of the Companies Act, 1956 and having its registered office at 8<sup>th</sup> Floor, City Bay, Boat Club Road, Pune City, Maharashtra, India, 411001 and constructing a township project

namely “Life Republic” situated across the villages Jambe, Nere and Marunji, Taluka Mulshi, Pune.

13.The Respondent No. 1 in order to construct the said “Life Republic” township sought necessary approvals from all the respective authorities.

14.All the agreements related with the flat purchasers of Sector R7 were originally executed in the name of ‘Kolte-Patil I-Ven Townships (Pune) Limited’. The name of Kolte-Patil I-Ven Townships (Pune) Limited was changed from time to time and was ultimately changed to ‘Kolte-Patil Integrated Townships Limited’. Kolte-Patil Integrated Townships Limited was thereafter merged with its parent company, namely Kolte-Patil Developers Limited, and by virtue of the said merger, Respondent No. 1 is presently known as Kolte-Patil Developers Limited. Copy of the merger certificate is annexed and marked as **ANNEXURE-R-1**.

15.The Respondent No.1 sought environmental clearance from the Ministry of Environment and Forest and Climate Change (MoEFCC), Government of India for development of a township and the same came to be granted on 6<sup>th</sup> September 2007. The said environmental clearance was sought as per the policy of Respondent No.2 pertaining to the townships dated 16<sup>th</sup> November 2005. The Respondent No.1 has time and again sought expansion permissions of the said project from the above-said MoEFCC. Copy of

environmental clearance dated 6<sup>th</sup> September 2007, is annexed hereto and marked as ANNEXURE –R-2. Copy of Policy of Township, is annexed hereto and marked as ANNEXURE –R-3. Copies of Expansion Permissions, are annexed hereto and marked as ANNEXURE – R-4 collectively.

14. The Respondent No.1 further submits that in the present township project, the Respondent No.1 intends to construct multiple sectors and out of which, some sectors would be used for residential purposes and some sectors would be used for commercial purposes. The Respondent No.1 submits that in one such sector which is R-7, the present Applicant is situated at. The Applicant society was constructed and completed in the year 2015 and the possession was handed over to the respective purchasers. Copy of the layout is annexed and marked as ANNEXURE-R-5.
15. The Respondent No.1 initially formed and registered the condominium in the said sector in the 21<sup>st</sup> November 2015. After the said formation the Respondent No. 1 handed over all the necessary amenities and facilities to the Applicant on 21/11/2015 and thus, the Applicant was the sole user and operator of all the facilities and amenities at the site. The STP was operated by the Respondent No.1 till 15<sup>th</sup> March 2020, which was then handed over

to the Applicant. It is pertinent to be noted that, the Applicant, subsequently formed the present society on 7<sup>th</sup> December 2022.

16. The Respondent No.1 would like to submit that the operation and management of the Sewage Treatment Plant (STP) was handed over to the Applicant in the 15<sup>th</sup> March 2020. Copy of handing over the Letter by the Respondent No.1 is annexed hereto and marked as **ANNEXURE-R-6**. Furthermore, it is submitted that the Applicant was unable to manage and operate the said STP and hence, the Respondent No.5 directed the Respondent No.1 to maintain the said STP as per the directives given by the Respondent No.5 vide Letter dated 22/12/2022. The said Letter dated 22/12/2025 is annexed hereto and marked as **ANNEXURE-R-7**.
17. The Respondent No.1 thus submits that, since the Applicant was unable to operate and manage the said STP, hence present situation has arisen and that the blame cannot be shifted upon Respondent No.1 solely.
18. The Applicant has filed the present Application as the outburst of its civil dispute which is pending before the Hon'ble Civil Court at Pune. The Respondent No.1 was obligated to provide water to the said project by drawing the appropriate quantity of water from Pawana River and the said river water was treated and then given for

utilization of residents of the Applicants. The Applicant thereafter disputed the quantity which was received from the Respondent No.1 and on account of the same approached the Hon'ble Civil Court by filing a Civil Suit. The Respondent No.1 appeared in the said Civil Suit and highlighted that the Applicant had not paid the requisite dues and also there were lot of arrears and hence the Respondent No.1 was compelled to curtail the supply of water proportionately. The Hon'ble Civil Court directed that the Respondent No.1 be directed to supply 550 KL of water per day and the said suit is still pending before the Hon'ble Civil Court. It is further submitted on Appeal before the Hon'ble District Court, the Applicant was directed to deposit the 100% of the arrears amount and that both these Orders have been challenged and are pending before the Hon'ble High Court of Bombay in Writ Petition No. 5421 of 2025 and Writ Petition No. 13553 of 2025 respectively.

19. The Respondent No.1 submits that the Respondent No.1 is in receipt of the environmental clearances from time to time and also the sanctions from the Respondent No.5 had the construction activity. It is pertinent to mention herein that the location of the STP was shown to the SEIAA, Maharashtra at the time of presentation of environmental clearance and also the Respondent No.5 had the

knowledge about the said location. The Applicant has not challenged any of these permissions before the appropriate forum and is agitating this issue before this Hon'ble Tribunal after a period of 10 years from receipt of the possession. Copy of the presentation made before the SEIAA at the time of grant for environmental clearance to the Respondent No.1 is annexed hereto and marked as **ANNEXURE-R-8.**

**III] PARAWISE REPLY:**

20. With respect to Para Nos. I and II, the Respondent No.1 does not wish to offer any comments thereupon.
21. With respect to Para Nos. III and IV, it is submitted that the contents therein are partially correct and the rest are denied by the present Respondent No.1. The Applicant has failed to substantiate as to how this dispute arises under Section 2(m) of the said Act and is thus, not maintainable before this Hon'ble Tribunal.
22. With respect to Para Nos. (i) to (ii), before the STP was handed over to the Respondent No.1, i.e. during the period from 2015 to 2020 when the Respondent No.1 was operating the STP, no concerns or issues were raised by the Applicant. However, from the period of 2020 to 2022, the same STP was operated by the Applicant and as it was not operated properly by the Applicant, by the time Respondent

No.1 had taken the handover of the STP in pursuance of the directions of the Respondent No.5, the STP was not in proper condition. It took some time to analyse the condition of the STP and to repair the said STP. As stated earlier, the Respondent No.1 has incurred expenses to bring back in operation of the STP and as a result thereof, the same is now working in a good condition. Copy of the summary of expenses incurred for repairs is annexed and marked as ANNEXURE-R-9.

23. The Respondent No.1 submits that averments made in Para IV (iii) are denied by the Respondent No.1; tank provided is of sufficient volume and aeration tank/bio reactor is of MBBR technology and its Hydraulic retention time is between 4 to 6 hours as per Central Public Health and Environmental Engineering Organization (CPHEEO) sewage manual design guideline.
24. The Respondent No.1 submits that averments made in Para IV (iv) are denied by the Respondent No.1; the Respondent No.1 has provided a comprehensive plumbing and storage facility for potable and recycled water.
25. The Respondent No.1 submits that averments made in Para IV (v) are denied by the Respondent No.1; the Respondent No.1 has provided the screen at 45 degree Angle.

26. The Respondent No.1 submits that averments made in Para IV (vi) are denied by the Respondent No.1; the Respondent No.1 have provided the STP as per the design guidelines given in Central Public Health and Environmental Engineering Organization and National Building Code. The Respondent No.1 submits that be that as it may the Respondent No.1 has abided by the conditions laid down in the Environmental Clearance and the Consent to Operate granted by the Authorities.
27. The Respondent No.1 submits that averments made in Para IV (vii) are denied by the Respondent No.1; the Respondent No.1 have provided tube settler for the separation of solid and liquid which is one of the methods approved for the separation.
28. The Respondent No.1 submits that averments made in Para IV (viii) are denied by the Respondent No.1; the Respondent No.1 we have made provision of ducting to make proper ventilation.
29. The Respondent No.1 submits that averments made in Para V and Para VI. The Respondent No.1 has a doubt on the credentials of the agency who has supplied such report as there is no mention of accreditation by a competent authority, registered address and name of the person who has signed the undated report [**Ref Page 42 to 67 (Annexure-A-2) of Original Application**]. On the contrary, the

Respondent No.1 has the proof of smooth operation of STP by MoEF approved laboratory and Respondent No.3. Copies of the Report of Private Lab and the Respondent No.3 are annexed and marked as ANNEXURE-R-10.

30. The Respondent No.1 submits that averment made in para VII (1) is matter of record, the Respondent No.1 does not wish to offer any comments thereupon.
31. The Respondent No.1 submits that averments made in Para VII (2) is denied by the Respondent No.1; the Applicant's society consists of 5 buildings i.e. A, B, C, D and F. It is pertinent to be noted that the Applicant has not yet added the flat purchasers of the Buildings E and G as members of the Applicant. The STP of 750 KLD capacity is for the usage of the all 7 buildings which are part of the said Sector R7. Sector R7 was earlier comprising of 5 buildings. 2 buildings in the said sector were constructed and completed at a later stage. The condominium was formed by the developer in the said sector however the Management Committee of the said sector went ahead and formed co-operative society in the year 2022. The operations of the said sector including STP were handed over when it was condominium.

32. The Respondent No.1 submits that averment made in para VII (3) is matter of record, the Respondent No.1 does not wish to offer any comments thereupon.
33. The Respondent No.1 submits that averments made in Para VII (4) is denied by the Respondent No.1; the Respondent No.1 further submits that no consent was required to be taken from the Applicant Society.
34. The Respondent No.1 submits that averments made in Para VII (5) is denied by the Respondent No.1; the Applicant disputed the operations of the STP since 2021. It is pertinent to be note that; when the STP was operated by the Respondent No.1 i.e. from 2015 to 2020 there was no concerns or issues were raised by the Applicant. In the said period no issue related to the STP was reported during such time. However, from the period of 2020 to 2022, the same STP was operated by the Applicant and as it was not operated properly by the Applicant. It is evident that the improper operation of STP had resulted in the alleged foul smell etc. and the inconvenience caused to the Applicant for which the Respondent No.1 is not responsible in any manner. Copies of photographs (including latest) and communication addressed by the Respondent No.1 to Applicant are annexed and marked as **ANNEXURE-R-11**.

35. The Respondent No.1 submits that averment made in Para VII (6) is matter of record, the Respondent No.1 does not wish to offer any comments thereupon.
36. The Respondent No.1 submits that averments made in Para VII (7) is denied by the Respondent No.1; the Respondent No.1 further submits that even though they had taken handover of the STP operations, issues started occurring because the Applicant did not operate the STP properly.
37. The Respondent No.1 submits that averments made in Para VII (8) is denied by the Respondent No.1; by the time the Respondent No.1 took over the operations of the STP, it was in worse condition. The Respondent No.1 had to incur the expenses to the tune of Rs. 1,10,29,374.54 for repairs of the said STP.
38. The Respondent No.1 submits that averments made in Para VII (9) is denied by the Respondent No.1 for want of knowledge.
39. The Respondent No.1 submits that averments made in Para VII (10) and Para VII (10) is denied by the Respondent No.1. Earlier the Applicant has stated that the issue of STP started occurring since 2015, in the present Para it has stated that the issue started when Building E and Building F was added to the STP, the Applicant has made conflicting statements.

40. The Respondent No.1 submits that averments made in Para VII (11) are denied by the Respondent No.1. The Respondent No.1 further submits that the sewage calculations as per norms have been followed while calculating capacity of STP and Consent to Operate has been obtained for that capacity for population of all seven buildings.
41. The Respondent No.1 submits that averments made in Para VIII (12) is denied by the Respondent No.1.
42. The Respondent No.1 submits that averments made in Para VIII (13) is denied by the Respondent No.1.
43. The Respondent No.1 submits that averments made in Para VIII (14) is denied by the Respondent No.1. The Respondent No.13 further submits that the operations of the STP are being done as per the applicable rules and regulations. As per the latest reports, the STP is in good working condition.
44. The Respondent No.1 submits that averments made in Para VIII (15) is denied by the Respondent No.1. for want of knowledge.
45. The Respondent No.1 submits that averments made in Para VIII (16) is denied by the Respondent No.1. The Agency mentioned in the present Para was appointed by the Applicant and not by the Respondent No.1.

46. The Respondent No.1 submits that averments made in Para VIII (17) and Para VIII (18) is denied by the Respondent No.1. The Respondent No.1 further submits that :-
- A.MBBR technology is one of the approved process for the sewage treatment as per CPHEEO and NBC.
  - B. The Respondent No.1 has provided full-fledged treatment that is for black as well as grey water.
  - C. The plant is designed for 30 mg per litre BOD as per prevailing norms at the time of design.
  - D. The Respondent No.1 has provided ventilation and fresh air supply system.
  - E. The Respondent No.1 has provided the air supply to collection tank as per standard norms.
  - F. The Respondent No.1 has provided bar screen as per the standard norms.
47. The Respondent No.1 submits that averments made in Para VIII (19) is denied by the Respondent No.1 for want of knowledge.
48. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para VIII (20) is denied by the Respondent No.1.

The said report was issued by the consultant which was appointed by the Applicant.

49. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para VIII (21) is denied by the Respondent No.1.
50. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para VIII (22) and Para VIII (23) is denied by the Respondent No.1 for want of knowledge.
51. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para IX (24) to Para IX (25) is denied by the Respondent No.1 for want of knowledge.
52. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para IX (26) to Para IX (27) is denied by the Respondent No.1
53. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para X (28) to Para X (29) is denied by the Respondent No.1. The Respondent No.1 has followed terms and conditions of the Consent to Operate.
54. The Respondent No.1 submits that the averments made in Para X (30) is denied by the Respondent No.1. The Respondent No.1 further submits that, the conditions stipulated in Consent to Operate of year 2015 have duly been complied by the Respondent No.1.

55. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para X (31) to Para X (33) the fact that operation of STP was given back to Respondent No.1 by written order/directives of the Respondent No.5 dated 22/12/2022 and the STP was not operating soothingly due to negligent operating by the Applicant.
56. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para X (33) is denied by the Respondent No.1. The said Show Cause Notice were issued and the said sample were collected at the time when operations of STP were taken care by the Applicant society.
57. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para X (34) is denied by the Respondent No.1. The Respondent No.1 further submits that the Respondent No.1 examined the said chambers and cleared the blockages. e.g. bedsheets, pillows, plastic bottles, tin cans etc. These kind of materials are not supposed to be found in the raw sewage collection chambers.
58. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para X (35) to Para X (36) are denied by the Respondent No.1

59. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para XI (37) to Para XI (44) are already dealt in the Para 55
60. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para XII (45) to Para XII (47) are denied by the Respondent No.1. The Respondent No.1 further submits that the Respondent No.5 never directed the Respondent No.1 to relocate the STP. The Respondent No.5 asked the consultant if the relocation of the said STP is feasible or not.
61. The Respondent No.1 submits that the Respondent No.1 submits that averments made in Para XII (48) to Para XII (51) are denied as the STP is function smoothly as per test reports of MoEF approved lab. The Respondent No.1 further submits that the alleged reports mentioned in the notices have adverse parameters because of various inorganic materials, unwanted plastic, paper and cloth waste purposely disposed of by the Applicant which caused several disruptions in the functioning of STP. The Applicant notoriously invited the Respondent No.3 to make site visits and give the reports by which it could prove it's contentions. The Respondent No.1 has annexed the proof of above said unwanted disposal of waste material

which inevitably failed the operations of the STP in Annexure – R-11’.

62. Respondent No. 1 submits that the Applicant has been acting with malicious intent. Respondent No. 1 further submits that even during the pendency of the present proceedings, the Applicant has failed to cooperate with Respondent No. 1 in the proper functioning of the STP. Respondent No. 1 further submits that, even at present, the Applicant is dumping materials that are not permitted to be discharged into the STP. Photographic evidence in this regard is annexed hereto as Annexure-R-11.

63. In the light of the above-mentioned facts and circumstances, the Original Application filed by the Applicant Society is devoid of any truth and merit, and hence the same is liable to be dismissed with costs.

Hence this Reply.  
Date: 09/ 01/2026  
Place: Pune



Advocate for the Respondent No.1

BEFORE THE NATIONAL GREEN TRIBUNAL,

WESTERN ZONE BENCH, PUNE AT PUNE

ORIGINAL APPLICATION NO. 113 OF 2025 (WZ)

LIFE REPUBLIC SEVEN AVENUE  
COOPERATIVE HOUSING SOCIETY LTD.

...APPLICANT

Versus

M/s. Kolte Patil I-Ven  
Townships (Pune) Ltd. and others.

--- RESPONDENTS

AFFIDAVIT IN SUPPORT OF REPLY

MAY IT PLEASE THE HON'BLE TRIBUNAL

I, Suhas Padmakar Mahajan, Age, Adult ,years, Occu.: Service,  
working with M/s KOLTE PATIL DEVELOPERS LTD, (Respondent No.1),  
having its address at 8 Floor, City Bay Bout Club Road , Pune-411001,  
herein above, do hereby state on solemn affirmation as under:-

1. The Respondent No.01 is filing the reply to the Original Application.

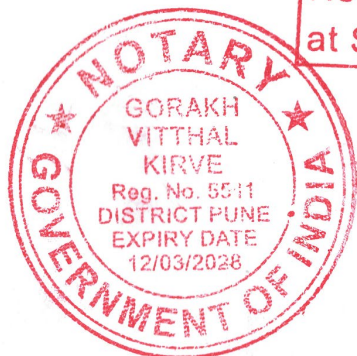
I say that the contents of the said reply may kindly be treated as part  
and parcel of this Affidavit.

2. I say that whatever stated in the Reply and the present Affidavit are  
true and correct to the best of my knowledge, information and belief  
and the legal advice, which I believe to be true.

Solemnly affirmed at Pune on 9<sup>th</sup> day of January 2026.

Deponent

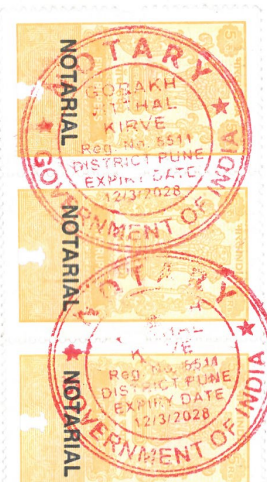
Noted & Registered  
at Sr. No. 81/2026



**BEFORE ME**

GORAKH V. KIRVE  
NOTARY  
GOVT. OF INDIA

**9 JAN 2026**





NATIONAL COMPANY LAW TRIBUNAL  
COURT-V. MUMBAI BENCH

5. C.P.(CAA)/123(MB)2025 C.A.(CAA)/57(MB)2025

IN THE MATTER OF

Kolte-Patil Integrated Townships  
Limited  
U/s 230-232 of the Companies Act, 2013

Order Delivered on 07.10.2025

CORAM:

SH. MOHAN PRASAD TIWARI  
MEMBER (J)

SH. CHARANJEET SINGH GULATI  
MEMBER (T)

**Appearance through VC/Physical/Hybrid Mode:**

For the Petitioner:-

For the Respondent:

ORDER

**C.P.(CAA)/123(MB)2025:** - The above C.P.(CAA)/123(MB)2025 is listed for pronouncement of the order. The same is pronounced in open court, vide a separate order.

Sd/-  
CHARANJEET SINGH GULATI  
Member (Technical)  
//Anmol//

Sd/-  
MOHAN PRASAD TIWARI  
Member (Judicial)



Certified True Copy \_\_\_\_\_  
Date of Application 10/10/2025  
Number of Pages 1  
Fee Paid Rs. 5L  
Applicant called for collection copy on 13/10/2025  
Copy prepared on 13/10/2025  
Copy Issued on 13/10/2025

P. H. W. S.  
13/10/25  
Assistant Registrar  
National Company Law Tribunal Mumbai Bench



NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH, COURT – V

C.P. (CAA)/123(MB)2025

IN

C.A. (CAA)/57(MB)2025

In the matter of the Companies Act, 2013

AND

In the matter of Section 230 to Section 232  
and other applicable provision of the  
Companies Act, 2013 and rules framed  
thereunder;

AND

In the matter of Scheme of Amalgamation  
(Merger) between Kolte-Patil Integrated  
Townships Limited (“KPITL” or “Transferor  
Company”) and Kolte-Patil Developers  
(“KPDL” or “Transferee Company”)  
Limited and their respective Shareholders  
and Creditors (“Scheme”)

**Kolte-Patil Integrated Townships  
Limited**, a company incorporated under the  
provisions of Companies Act, 1956 having  
its registered office at Survey No. 74,  
Marunji Hinjewadi -Marunji -Kasarsai  
Road, Taluka - Mulshi, Pune, Maharashtra,  
India, 411057

**CIN: U70102PN2005PLC140660**

... First Petitioner Company/ Transferor  
Company





C.P. (CAA)/123(MB)2025 IN C.A. (CAA)/57(MB)2025

**Kolte-Patil Developers Limited, a )**  
 company incorporated under the )  
 Companies Act, 1956 having its registered )  
 office at 8th Floor, City Bay, CTS NO. 14 )  
 (P), 17 Boat Club Road, Pune - 411001, )  
**CIN: L45200PN1991PLC129428**

...Second Petitioner Company/ Transferee  
 Company

*(First Petitioner Company and the Second Petitioner Company are hereinafter  
 together referred to as 'Petitioner Companies').*

**Order pronounced on: 07.10.2025**

**CORAM:**

**SH. MOHAN PRASAD TIWARI, HON'BLE MEMBER (JUDICIAL)**

**SH. CHARANJEET SINGH GULATI, HON'BLE MEMBER (TECHNICAL)**

**APPEARANCES:**

**For the Petitioners:** Mr. Hemant Sethi, Ms. Devanshi Sethi, Ms.  
 Tanaya Sethi i/b Hemant Sethi Advocate

**For the Regional Director:** Mr. Bhagwati Prasad

**For the Income Tax Department:** Mr. Subir Kumar

**ORDER**

1. The sanction of the Tribunal is sought under Sections 230 to 232 read with other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, to the Scheme of Amalgamation (Merger) between Kolte-Patil Integrated Townships Limited ("KPITL" or "Transferor Company") and Kolte-Patil Developers ("KPD" or "Transferee Company") Limited and their respective Shareholders and Creditors.





2. The Counsel for the Petitioner Companies submits that the proposed Scheme of Amalgamation was approved unanimously by the Board of Directors of the respective Petitioner Companies on **10<sup>th</sup> February 2025 and 11<sup>th</sup> February 2025** respectively. A certified true copy of Board Resolution of respective Petitioner Companies approving the Scheme are annexed with Company Scheme Petition.
3. The Appointed Date for the Scheme of Amalgamation is **1<sup>st</sup> April, 2024**.
4. The Counsel for the Petitioner Companies further submits that the **nature of business** of the Petitioner Companies is as follows-
  - i. **Kolte-Patil Integrated Townships Limited:**  
The First Petitioner Company is primarily engaged in the business of real estate development and developing an integrated township known as "Life Republic" at Hinjewadi, Pune, pursuant to the Integrated Township Policy issued by Urban Development Department, Government of Maharashtra.
  - ii. **Kolte-Patil Developers Limited**  
The Second Petitioner Company is engaged in business of "construction and development" of the residential and commercial complexes, IT Parks, etc.
5. The Learned Counsel for the Petitioner Companies states that, by sanction of this Scheme of Amalgamation the Petitioner Companies will be able to achieve the following:
  - i. *The Transferor Company and the Transferee Company are companies within the same group of companies. A consolidation of the Transferor Company with the Transferee Company by way of amalgamation would therefore lead to a more efficient utilization of resources, cashflows and asset of the Transferor Company and create a stronger base for future growth.*
  - ii. *The merger would result in elimination of inter-company transactions, thereby optimum utilization of liquidity by the*





*merged entity.*

- iii. *The Transferor Company and the Transferee Company believes that resources of the merged entity can be pooled to unlock the opportunity for creating shareholder value.*
- iv. *Greater integration and greater financial strength and flexibility for the Transferee Company, which would result in maximizing overall shareholder value, and will improve the competitive position of the Transferee Company.*
- v. *Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.*
- vi. *The subject Scheme of Amalgamation is in interest of the Kolte-Patil Group and its stakeholders, and such Scheme of Amalgamation will not have any adverse impact on the stakeholders.*
- vii. *This amalgamation will improve the Organizational capability arising from the pooling of human capital that has diverse skills, talent and vast experiences; and*
- viii. *Elimination of need of settling the inter-company transactions between Transferor Company and Transferee Company.*

6. The Learned Counsel appearing on behalf of the Petitioner Companies state that the Petitioner Companies have complied with all requirements as per directions of this Tribunal in Order dated 28<sup>th</sup> April, 2025 passed in CA/ (CAA)/ 57/ 2025 and they have filed necessary Affidavits of compliance dated 4<sup>th</sup> June 2025 with this Tribunal and in respect of the Order dated 18<sup>th</sup> June 2025, they have filed necessary Affidavits of compliance dated 13<sup>th</sup> August, 2025 with this Tribunal. Moreover, the Petitioner Companies undertake to comply with all the statutory requirements, if any, as may be required under the Companies Act, 2013 and the Rules made there





under.

7. The Transferor Company is wholly owned subsidiary of the Transferee Company. The entire Share Capital (Equity) is owned by Transferee Company and hence upon this Scheme becoming effective, there will be no issue and allotment of any securities by the Transferee Company in respect of Amalgamation. Consequently, the investment of the Transferee Company in entire paid-up share capital of the Transferor Company shall stand cancelled in the books of the Transferee Company, pursuant to Amalgamation.
8. Heard the learned Counsel for the Petitioners and the representative of the Regional Director Western Region, Ministry of Corporate Affairs, Mumbai. No objector has come before this Tribunal to oppose the Scheme and nor has any party controverted any averments made in the Petition.
9. The Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai has filed its Report dated 11<sup>th</sup> August 2025. The Petitioner Companies have filed an Affidavit in rejoinder dated 12<sup>th</sup> August 2025 to the report filed by the Regional Director with this Tribunal providing clarification/undertakings to the observations made by the Regional Director.
10. The observations made by the Regional Director and the clarifications/undertakings given by the Petitioner Companies are summarized in the table below:

Par a (2)	RD Report/Observations dated 11 <sup>th</sup> August 2025	Response of the Petitioner Companies dated 12 <sup>th</sup> August 2025
(a)	<i>That on examination of the report of the Registrar of Companies, Pune dated 02.06.2025 for all the Petitioner Companies falls within the jurisdiction of ROC, Pune (Copy enclosed as</i>	As regards the observation made in Paragraph 2(a) of the said report is concerned, it is submitted that no representation regarding the





	<p><i>Annexure A1). It is submitted that no representation regarding the proposed scheme of Amalgamation has been received against the Petitioner Companies. Further, the Petitioner Companies has filed Financial Statements up to 31.03.2024. The ROC, Pune has further submitted that in his report dated 02.06.2025 which are as under</i></p> <p><i>i. That ROC Pune in its report dated 02.06.2025 has stated that no complaint, prosecutions are pending against the subject applicant companies.</i></p> <p><i>ii. The matter maybe decided on its merits.</i></p>	<p>proposed Scheme of Amalgamation has been received in the matter of Petitioner Companies from the Registrar of Companies. Further, the Petitioner Companies have filed Financial Statements up to 31.03 .2024. As regards the observation made in Paragraph 2(a)(i) of the said Report is concerned, it is submitted that no complaint, prosecutions are pending against the subject applicant companies. As regards the observation made in Paragraph 2(a)(ii) of the said Report is concerned, it is noted that the matter may be decided on its merits.</p>
(b)	<p><i>Transferee company should undertake to comply with the provisions of section 232(3)(i) of the Companies Act, 2013 through appropriate affirmation in respect of fees payable by Transferee Company for increase of share capital on account of merger of transfer of companies.</i></p>	<p>As regards the observation made in Paragraph 2(b) of the said Report is concerned, it is submitted that the Transferee Company shall undertake to comply with the provisions of section 232(3)(i) of the Companies Act, 2013 in respect of fees</p>





		payable by Transferee Company for increase of share capital on account of merger of the Transferor Company, if applicable..
(c)	<i>In compliance of Accounting Standard – 14 or IND-AS 103, as may be applicable, the resultant company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards including AS 5 or IND AS-8 etc.</i>	As regards the observation made in Paragraph 2(c) of the said Report is concerned, it is submitted that the transferee company are compliant to IND-AS-I 03, and in connection with the Scheme, the Transferee Company shall pass such accounting entries which are necessary to comply with IND AS-8 and all other applicable Accounting Standards, if any.
(d)	<i>The Hon'ble Tribunal may kindly direct the Petitioner Companies to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and the same and there is no discrepancy, or no change is made.</i>	As regards the observation made in paragraph 2(d) of the said Report is concerned, the Petitioner Companies submit that the Scheme enclosed in Company Scheme Application and Company Scheme Petition is





		one and the same and there is no discrepancy in the same.
(e)	<p><i>The Petitioner Companies under provisions of section 230(5) of the Companies Act 2013 have to serve notices to concerned authorities which are likely to be affected by the Amalgamation or arrangement. Further, the approval of the scheme by the Hon'ble Tribunal may not deter such authorities from dealing with any of the issues arising after giving effect to the scheme. The decision of such authorities shall be binding on the Petitioner Companies concerned</i></p>	<p>As regards the observation made in paragraph 2(e) of the said Report is concerned, the Petitioner Companies submit that an affidavit of service, stating that the notices have been served to concerned authorities as required under Section 230(5) of the Companies Act, 2013, have been annexed with the Company Scheme Petition. The approval of the Scheme by this Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the Scheme and the same will be dealt with by the Petitioner Companies in accordance with the applicable laws under the respective Acts.</p>





(f)	<p>a) <i>As per Definition of the Scheme,</i></p> <p><i>Appointed Date: shall mean opening hours of business as on 1st April 2024</i></p> <p><i>Effective Date: means the date on which the authenticated copies or certified copies of the orders of the NCLT under Section 230-232 of the Act sanctioning the Scheme is filed with Registrar of Companies, Pune, Maharashtra by the Transferor Company and the Transferee Company. It is submitted that the Petitioners may be asked to comply with the requirements as clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.</i></p>	<p>As regards the observation made in Paragraph 2(f) of the said Report is concerned, the Petitioner Companies clarify that the Appointed Date shall be 1<sup>st</sup> April 2024 and the Scheme shall take effect from the Appointed Date in terms of provisions of Section 232(6) of the Companies Act, 2013. Further, the Petitioner Companies undertake that they would comply with the provisions and requirements clarified vide circular no. F. No 7/12/2019/CL-I dated 21-08-2019 issued by the Ministry of Corporate Affairs, if required / applicable.</p>
(g)	<p><i>Petitioner Companies shall undertake to comply with the directions of the Sectoral Regulatory concerned, if so required.</i></p>	<p>As regards the observation made in paragraph 2(g) of the said Report is concerned, the Petitioner Companies undertake to comply with the directions of the concerned Sectoral Regulatory, if any, to the</p>





		extent applicable and required.
(h)	<i>Petitioner Companies shall undertake to comply with the directions of Income tax department, if any.</i>	As regards the observation made in paragraph 2(h) of the said Report is concerned, the Petitioner Companies undertake to comply with the directions of Income-tax department, if any, to the extent applicable and required.
(i)	<i>The Petitioner Company states that the Transferee Company shall be in compliance with provisions of Section 2(IB) of the Income Tax Act, 1961. In this regard, the petitioner company shall ensure compliance of all the provisions of Income Tax Act and Rules thereunder.</i>	As regards the observation made in paragraph 2(i) of the said Report is concerned, the Petitioner Companies undertake to comply with the provisions of Section 2(1B) of the Income Tax Act, 1961 and the rules made thereunder.
(j)	<i>Petitioner Companies may satisfy the Hon'ble NCLT that the interest of Creditors &amp; Employees shall be protected on implementation of the scheme.</i>	As regards the observation made in paragraph 2U) of the said Report is concerned, the Petitioner Companies undertake that the interest of creditors and employees shall be protected on





		implementation of the Scheme
(k)	<i>The Petitioner Transferor Company and Transferee Company are engaged in the Real Estate Business; therefore, Petitioner Companies may be directed to comply with Maha RERA h/; 5 regulations or regulations under any other State Act of RERA for any ongoing Real Estate Projects.</i>	As regards the observation made in paragraph 2(k) of the said Report is concerned, the Petitioner Companies undertake to comply with Maha RERA regulations or regulation under any other State Act of RERA for any ongoing Real Estate Projects, as maybe applicable.
l)	<i>It is observed that the Transferee company is a listed company therefore, petitioner company may be directed to comply with requirements of NSE, BSE and SEBI under SEBI, LODR Regulations. Therefore, public interest may be protected in this matter.</i>	As regards the observation made in paragraph 2(1) of the said Report is concerned, the Petitioner Companies undertake to comply with requirement of relevant NSE, BSE and SEBI under SEBI LODR
m)	<i>The Transferor company Kolte-Patil Integrated Townships Limited has one major shareholder holding 100% (Kolte Patil Developers Limited) mentioned in the Financial statements as at 31.03.2024 and 30.09.2024, but Company has not filed Form BEN-2 declaring name of the Beneficial Owner</i>	As regards the observation made in paragraph 2(m) of the said Report is concerned, The Transferor Company is a wholly-owned subsidiary of the Transferee Company. The Transferee Company is listed on both the National





<p><i>of the Shareholding as its shareholders on 31.03.2024 and 30.09.2024 in compliance of section 90 of the CA, 2013, thus the Petitioner Company shall undertake to comply with the requirements of Section 90 of the CA, 2013 and Companies (Significant Beneficial owners) Rules, 2018.</i></p>	<p>Stock Exchange (NSE) and the Bombay Stock Exchange (BSE) and has no Significant Beneficial Owners ("SBO") as defined under Section 90 of the Companies Act, 2013 and the Companies (Significant Beneficial Owners) Rules, 2018. Accordingly, the requirement to file e-form BEN-2 is not applicable.</p>
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11. The Official Liquidator has filed his report on 15<sup>th</sup> July 2025, stating that on perusal of records/ documents furnished by the transferor company, it appears that the affairs of the transferor company have not been conducted in a manner prejudicial to the public interest or the interest of creditors.
12. The Income-tax Department, Pune has filed its Report dated 13<sup>th</sup> September 2025. The Transferee Company has filed an Affidavit in reply dated 15<sup>th</sup> September 2025 to the report filed by the Income-tax Department with this Tribunal providing submissions to the suggestions/objections made by the Deputy Commissioner of Income Tax Circle 7, Pune.
13. The suggestions/objections made by the Income-tax department and the undertakings given by the Transferee Company are summarized in the table below:

Par a (7)	Income-tax suggestions/objections September 2025	Report dated 13 <sup>th</sup>	Response of the Transferee Company dated 15 <sup>th</sup> September 2025.





i.	<p><i>It should be clarified and undertaken that all pending proceedings against Kolte-Patil Developers Limited shall be continued against the Resultant Company. Therefore, the Scheme should be without prejudice to the rights of the Income Tax Department and the Income-tax Department is free to proceed against the Resultant Company for all its proceedings.</i></p>	<p>As regards to the suggestion/observation made in Paragraph 7(i), of the said report is concerned, it is submitted that, Transferee Company shall discharge and/or comply with final order or notice of appropriate authority, further it is also submitted that the Scheme would be without prejudice to the rights of the Income Tax Department and the Income-tax Department is free to proceed against the Transferee Company for all its proceedings in accordance with the provisions of Income-tax Act, 1961.</p>
ii.	<p><i>It should be clarified that at the moment this scheme is not being examined with reference to the taxation aspect vis-a-vis other such schemes, if any. Thus, liberty be given that in future, if it is discovered</i></p>	<p>As regards to the suggestion/observation made in Paragraph 7(ii) of the said report is concerned, it is noted that</p>





	<p><i>that this scheme or similar such schemes are in anyway acting as a device for tax avoidance, then the Department will be at liberty to initiate the appropriate course of action as per law.</i></p>	<p>at the moment this scheme is not being examined with reference to the taxation aspect vis-a-vis other such schemes, if any, further is submitted that Department will be at liberty to initiate the appropriate course of action as per law in the future if it is discovered that this scheme are in anyway acting as a device for tax avoidance.</p>
iii.	<p><i>The Income-tax Department will be at liberty to examine the aspect of any tax payable as a result of the Scheme and in case it is found that the scheme ultimately results in tax avoidance or is not in accordance to the provisions or the Income Tax 1v. v. VI. Act, then the Department will be at liberty to initiate the appropriate course of action as per law.</i></p>	<p>As regards to the suggestion/observation made in Paragraph 7(iii) of the said report is concerned, it is noted that The Income-tax Department will be at liberty to examine the aspect of any tax payable as a result of the Scheme and in case it is found that the scheme ultimately results in tax avoidance or is not in accordance to the provisions or the Income</p>





		Tax Act, 1961 then the Department will be at liberty to initiate the appropriate course of action as per law
iv.	<i>It is further requested that the rights of the Income Tax Department should remain intact to take out appropriate proceedings regarding raising of any tax demand against the Resultant Company at any future date and these rights should not be adversely affected in view of the sanction of the Scheme.</i>	As regards to the suggestion/observation made in Paragraph 7(iv) of the said report is concerned, it is noted that the rights of the Income Tax Department should remain intact to take out appropriate proceedings regarding raising of any tax demand against the Transferee Company at any future date and these rights should not be adversely affected in view of the sanction of the Scheme.
v.	<i>Petitioner given an undertaking that the merger will not in any manner affect the ability of the assessee that are due in</i>	As regards to the suggestion/observation made in Paragraph 7(v) of





	<p><i>accordance with the Income Tax Act and the same shall be paid in accordance with the Income Tax Act.</i></p>	<p>the said report is concerned, it is submitted that the merger will not in any manner affect the ability of the assessee (Transferee Company) that are due in accordance with the Income Tax Act, 1961 and the same shall be paid in accordance with provisions of the Income Tax Act, 1961.</p>
vi.	<p><i>In this connection, please find attached herewith list of demands as per the demand analysis and recoverability status report as downloaded from the ITBA recovery module. Further it is submitted that as per ITBA system the following proceedings are pending. The said proceedings will continued against the Transferee Company.</i></p>	<p>As regards the suggestion/observation made in Paragraph 7(vi) of the said report is concerned, it is submitted that the pending proceedings shall be continued against the Transferee Company.</p>





Sr.No.	A. Y	Section	Date of Order	Demand Outstanding
1.	201 3-14	115(0 )	30/03/20 24	99877060
2.	201 3-14	254	30/03/20 24	21962137 0
3.	201 3-14	250	24/01/20 22	9249120
4.	201 4-15	115(o )	29/03/20 24	56672350
5.	201 4-15	254	29/03/20 24	42470230
6.	201 5-16	254	29/03/20 24	0
7.	201 5-16	115(o )	29/03/20 24	16190387
8.	201 6-17	234D	30/03/20 24	116554
9.	201 6-17	254	29/03/20 24	1007706
10.	201 8-19	143(3 )	28/09/20 21	24420216
11.	201 8-19	143(3 )	28/09/20 21	12210508 0
12.	201 9-20	115	01/06/20 21	0
13.	202 0-21	143(3 )	31/08/20 22	20762970
14.	202 2-23	143(3 )	23/03/20 24	56394740
15.	202 2-23	143(3 )	23/03/20 24	98880270





8	<p><i>It is reiterated that any sanction to the Scheme of Merger by absorption and under Sections 230 to 232 of the Companies Act 2013/ Section 233 of the Companies Act 2013 should not adversely impact the rights of the Income Tax Department for any present or future proceedings. The Department should be at liberty to take appropriate action as per law in case of an event of any tax avoidance or violation of Income Tax Law or any other similar issue.</i></p>	<p>With reference to Paragraph 8 of the said report, it is noted that any sanction to the Scheme of Merger by absorption and under Sections 230 to 232 of the Companies Act 2013/ Section 233 of the Companies Act 2013 shall not adversely impact on the rights of the Income Tax Department for any present or future proceedings. The Department shall be at liberty to take appropriate action as per law in case of an event of any tax avoidance or violation of the provisions of Income Tax Act, 1961 or any other similar issue.</p>
9	<p><i>Petitioner should give an undertaking that there is no investigation proceedings is pending against it.</i></p>	<p>With reference to Paragraph 9 of the said report, it is further</p>





		submitted that, there are no investigation proceedings against the Transferee Company
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14. On 17.09.2025, this Bench passed the following order:

*C.P.(CAA)/123(MB)2025- This is the Company Petition filed under Section 230-232 of the Companies Act for amalgamation of Kolte-Patil Integrated Townships Limited wholly owned subsidiary of Kolte-Patil Developers Limited into the holding Company (Transferee Company). Heard ld. Counsel for the Petitioner Companies. Mr. Bhagwati Prasad, Assistant Director on behalf of the Regional Director Western Region has logged in through the VC and submits that in respect of the issue regarding BEN-2, the Petitioner Companies have submitted that the requirement to file e-Form BEN-2 is not applicable to them. However, the issue in this regard may be kept open for any appropriate action that may be taken by the RoC. Subject to such submissions, Mr. Bhagwati Prasad submits that in respect of the other observations/objections, the clarification/undertakings given in the Rejoinder Affidavit are satisfactory and they have no further observations/objections in regard to the scheme. Ld. Counsel for Income Tax Department, Mr. Subir Kumar has also logged in through the VC and submits that in respect of their objections vide letter dated 13.09.2025, the reply/response/rejoinder has been filed and consequent to such undertakings and clarifications given in the Rejoinder, they have no further observation/objection to the approval of the scheme. Accordingly, the matter is Reserved for Orders.*

15. The Learned Counsel for the Petitioner Companies state that no investigation Proceedings have been instituted or are pending in relation to any of the Petitioner





C.P. (CAA)/123(MB)2025 IN C.A. (CAA)/57(MB)2025

Companies under Sections 210 to 229 of Chapter XIV of the Companies Act, 2013 or under the corresponding Provisions of the Companies Act, 1956. Further, no Proceedings are pending under the Companies Act, 2013 or under the corresponding Provisions of the Companies Act, 1956 against any of the Petitioner Companies.

16. The Learned Counsel for the Petitioner Companies state that no Winding Up Proceedings have been filed or are pending against the Petitioner Companies under the Companies Act, 2013 or the corresponding Provisions of the Companies Act, 1956. There are no Insolvency or Bankruptcy Code Cases pending for and against the Petitioner Companies.
17. The Learned Counsel for the Petitioner Companies state that there are no Litigations pending against the Petitioner Companies.
18. All the assets and liabilities including taxes and charges, if any and duties of the Transferor Companies, shall pursuant to Section 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company.
19. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy.

**ORDER**

20. Consequently, sanction is hereby **granted** to the Composite Scheme of Arrangement under Sections 230 to 232 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013 and the rules framed thereunder for the Scheme of Amalgamation with the following directions:
  - a) The Amalgamating Companies shall be dissolved without winding up.
  - b) Since all the requisite statutory compliances have been fulfilled, Company Petition bearing C.P.(CAA)/123/(MB)/2025 filed by the Petitioner Companies are made absolute in terms of prayers clause of the said Company Scheme Petition.
  - c) The Scheme of Amalgamation (Merger) is hereby sanctioned, and the appointed





date of the Scheme is fixed as 1<sup>st</sup> April, 2024.

- d) If there is any deficiency found or, the violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal will not come in the way of action being taken, albeit in accordance with law, against the concerned persons, directors and officials of the petitioner companies.
- e) In respect of the issue regarding BEN-2, though the Petitioner Companies have submitted that the requirement to file e-Form BEN-2 is not applicable to them. However, the issue in this regard is kept open for any appropriate action that may be taken by the RoC in accordance with law.
- f) The Income Tax Department will be at liberty to examine the aspect of any tax payable by the Companies. It shall be open to the income tax authorities to take necessary action as permissible under the Income Tax Law. The decision of Income Tax Department shall be binding on the Transferee Company even for the concerns relating to Transferor Company.
- g) The Petitioner Companies are directed to file a certified copy of this Order along with the copy of Scheme with the concerned Registrar of Companies electronically in e-form INC-28 within 30 days or an extended timeline with payment of additional fees, as may be applicable, from the date of receipt of the Order duly certified by the Designated Registrar of this Tribunal. The Scheme will become effective on filing of the copy of this order with the concerned Registrar of Companies.
- h) All the employees of the Transferor Company in service, on the date immediately preceding the date on which the Scheme takes effect i.e. the Effective Date, shall become the employees of the Transferee Company on such date, without any break or interruption in service and upon terms and conditions not less favourable than those subsisting in the concerned Transferor Companies on the said date.
- i) Any proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company.





C.P. (CAA)/123(MB)2025 IN C.A. (CAA)/57(MB)2025

- j) All the properties, rights, liabilities, duties and powers of the Transferor Companies, be transferred without further act or deed, to the Transferee Company and accordingly the same shall, pursuant to Section 232 of the Companies Act, 2013, be transferred to and vest in the Transferee Company.
- k) The Petitioner Companies shall lodge a copy of this Order along with the Scheme duly certified by the Designated Registrar of this Tribunal, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, within a period of 60 working days from the date of the receipt of the certified Order from the Registry of this Tribunal.
- l) All concerned regulatory authorities to act on a copy of this Order along with Scheme duly certified by the Designated Registrar, National Company Law Tribunal, Mumbai Bench.
- m) Any person interested shall be at liberty to apply to this Tribunal in the above matter for any directions that may be necessary.
- n) Any concerned authorities are at liberty to approach this Tribunal for any further clarification as may be necessary.

21. Ordered Accordingly and the C.P. (CAA)/123(MB)2025 in C.A.(CAA)/57(MB)2025 stands **disposed of**.

Sd/-  
**Charanjeet Singh Gulati**  
 Member (Technical)  
 /Ziyaul/

Sd/-  
**Mohan Prasad Tiwari**  
 Member (Judicial)

Certified True Copy \_\_\_\_\_  
 Date of Application 10/10/2025  
 Number of Pages 22  
 Fee Paid Rs. 110/-  
 Applicant called for collection copy on 13/10/2025  
 Copy prepared on 13/10/2025  
 Copy Issued on 13/10/2025

*P. K. Tiwari*  
 13/10/25  
 Assistant Registrar  
 National Company Law Tribunal Mumbai Bench



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Annexure D

Annexure-D

**SCHEME OF AMALGAMATION**

**BETWEEN**

**00325**

**KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED**

**("KPITL" OR "TRANSFEROR COMPANY")**

**(CIN: U70102PN2005PLC140660)**

**AND**

**KOLTE-PATIL DEVELOPERS LIMITED**

**("KPDL" OR "TRANSFeree COMPANY")**

**(CIN: L45200PN1991PLC129428)**

**AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**(UNDER SECTION 230-232 OF THE COMPANIES ACT, 2013 AND OTHER  
APPLICABLE PROVISIONS OF COMPANIES ACT 2013 AND RULES MADE  
THEREUNDER)**



**PREAMBLE**

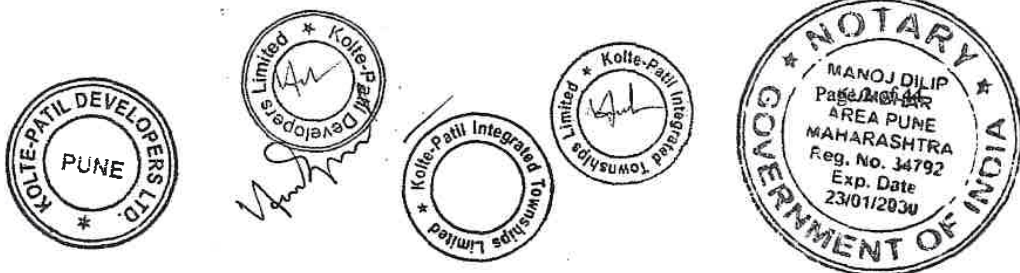
This Scheme of Amalgamation (Merger by Absorption) ("Scheme" as more particularly defined hereunder) is presented under Section 230-232 of the Companies Act, 2013 along with other applicable provisions and the rules as prescribed thereunder, including any statutory modification, re-enactments or amendments thereof from time to time (herein referred to as the "Act") and in compliance with Sections 2(1B) and other applicable provisions of the Income Tax Act, 1961, rules and regulations thereunder, including any statutory modification, re-enactments or amendments until the Scheme is effective for amalgamation of Kolte-Patil Integrated Townships Limited ("KPITL" or "Transferor Company") into Kolte-Patil Developers Limited ("KPDL" or "Transferee Company").

The Transferor Company and Transferee Company will be individually referred to as "Party" and collectively referred to as "Parties" or "Kolte-Patil Group".

This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

**I. BACKGROUND OF THE COMPANIES**

1. **Kolte-Patil Integrated Township Limited ("KPITL" or Transferor Company)** is a public limited company having Corporate Identification Number (CIN): U70102PN2005PLC140660. The Transferor Company was incorporated under the Companies Act, 1956 on December 28, 2005, registered with Registrar of Companies, Karnataka, Bangalore. Further, the registered office of the Transferor Company has been shifted to the State of Maharashtra, with its registered office at Survey No. 74, Marunji Hinjewadi -Marunji -Kasarsai Road, Taluka - Mulshi, Pune, Maharashtra, India, 411057, with effect from July 01, 2011 pursuant to the order of Company Law Board, Eastern Region Bench, Chennai and



which was confirmed by Registrar of Companies on September 07, 2011. The Transferor Company is primarily engaged in the business of real estate development and developing an integrated township known as "Life Republic" at Hinjewadi, Pune, pursuant to the Integrated Township Policy issued by Urban Development Department, Government of Maharashtra. The Transferor Company is a wholly owned subsidiary of Transferee Company.

2. **Kolte-Patil Developers Limited ("KPDL" or the "Transferee Company")**, is a public limited company having Corporate Identification Number (CIN): L45200PN1991PLC129428. KPDL was incorporated under Companies Act, 1956 on November 25, 1991, having its registered office at 8<sup>th</sup> Floor, City Bay, CTS NO. 14 (P), 17 Boat Club Road, Pune - 411001, India, in the State of Maharashtra. The equity shares of the Transferee Company are listed on the National Stock Exchange of India Limited ('NSE') and the BSE Limited ('BSE'). The Transferee Company is a leading real estate company with dominant presence in Pune, Mumbai and Bangalore residential/commercial market. The Transferee Company has been engaged in the business of construction and development of residential and commercial complexes, IT Parks, etc. The Promoter & Promoter Group holds 69.45% stake and 30.55% stake is held by public shareholders in the Transferee Company, as on date of filing.



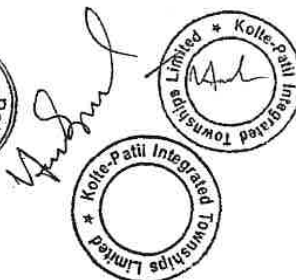
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II. RATIONALE AND OBJECTS OF THE SCHEME

The proposed restructuring pursuant to this Scheme is expected to result into following benefits.

1. The Transferor Company and the Transferee Company are companies within the same group of companies. A consolidation of the Transferor Company with the Transferee Company by way of amalgamation would therefore lead to a more efficient utilization of resources, cashflows and asset of the Transferor Company and create a stronger base for future growth;
  2. The merger would result in elimination of inter-company transactions, thereby optimum utilization of liquidity by the merged entity;
  3. The Transferor Company and the Transferee Company believes that resources of the merged entity can be pooled to unlock the opportunity for creating shareholder value;
  4. Greater integration and greater financial strength and flexibility for the Transferee Company, which would result in maximising overall shareholder value, and will improve the competitive position of the Transferee Company;
  5. Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses;
  6. The subject Scheme of Amalgamation is in interest of the Kolte-Patil Group and its stakeholders, and such Scheme of Amalgamation will not have any adverse impact on the stakeholders;
  7. This amalgamation will improve the Organizational capability arising from the pooling of human capital that has diverse skills, talent and vast experiences;
- and



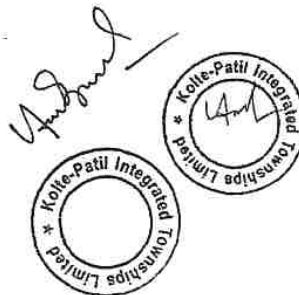
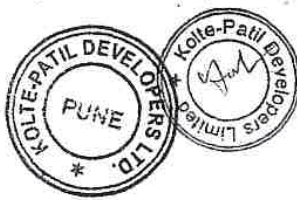
8. Elimination of need of settling the inter-company transactions between Transferor Company and Transferee Company.

In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of the companies. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire Undertaking (hereinafter defined) and business of the Transferor Company into and with the Transferee Company pursuant to the provisions of Section 230-232 and other relevant provisions of the Companies Act, 2013.

### III. OPERATIONS OF THE SCHEME

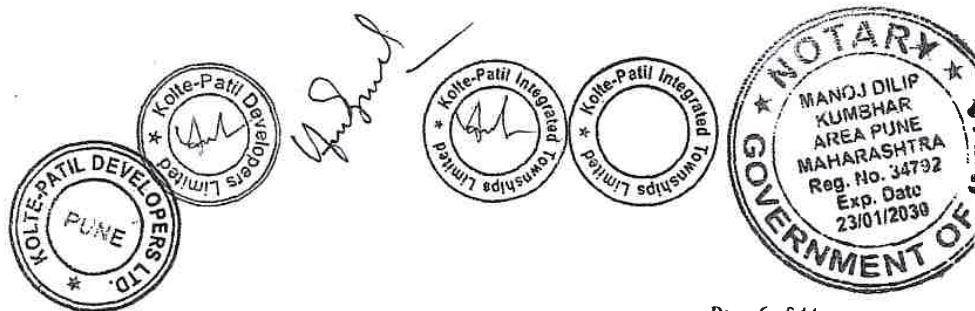
This Scheme provides for:

Amalgamation of the Transferor Company into Transferee Company and the consequent cancellation of shares held by the Transferee Company in the Transferor Company in the manner set out in this Scheme and other applicable provisions of Applicable Law with effect from the Appointed Date (defined hereinafter).



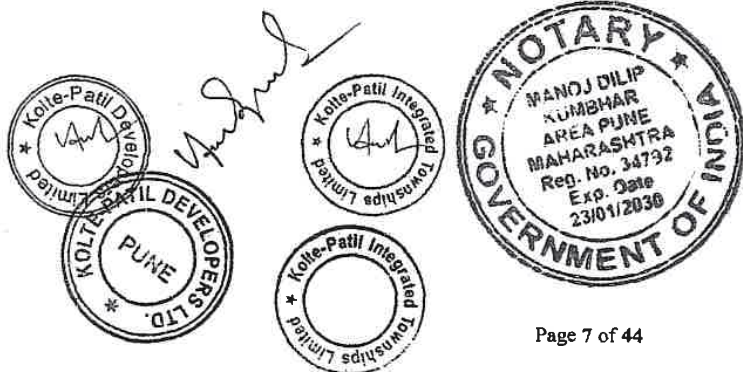
**IV. TREATMENT OF THE SCHEME FOR THE PURPOSE OF INCOME TAX ACT, 1961**

1. The proposed amalgamation in the nature of merger of the Transferor Company with the Transferee Company pursuant to this Scheme shall be in accordance with the provisions of Section 2(1B) of the Income Tax, Act, 1961 such that:
  - i. All the properties of the Transferor Company immediately before the amalgamation become the properties of the Transferee Company by virtue of the amalgamation.
  - ii. All the liabilities of the Transferor Company immediately before the amalgamation become the liabilities of the Transferee Company by virtue of the amalgamation.
  - iii. Shareholders holding not less than three-fourths in value of the shares in the Transferor Company (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the Transferee Company or its subsidiary) become shareholders of the Transferee Company by virtue of the amalgamation.
  - iv. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income Tax Act, 1961 at a later date including resulting from an amendment in Income Tax Act, 1961 or for any other reason whatsoever, the provisions of Section 2(1B) of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modifications shall however not affect the other parts of the Scheme.



V. TREATMENT OF THE SCHEME FOR THE PURPOSE OF SECURITIES CONTRACTS (REGULATION) ACT, 1956 AND THE RULES AND REGULATIONS MADE THEREUNDER AND THE SECURITIES AND EXCHANGE BOARD OF INDIA ('SEBI') ACT, 1992 AND THE RULES AND REGULATIONS MADE THEREUNDER

- i. The Transferor Company is a wholly owned subsidiary of the Transferee Company.
- ii. The SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 and SEBI Circular No. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/156 dated November 17, 2022 read with SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/170 dated December 09, 2022 states that in case of a scheme providing solely for the merger of a wholly owned subsidiary with the parent company, the draft scheme is required to be filed with the Stock Exchanges for the purpose of disclosure and the Stock Exchanges shall, thereafter disseminate the scheme documents on their website.
- iii. Accordingly, this Scheme shall be filed with the NSE and BSE, being the stock exchanges on which the equity shares of the Transferee Company are listed. However, no specific approval of NSE/BSE or SEBI is required in case of merger of a wholly owned subsidiary into its holding company.



**PARTS OF THIS SCHEME**

This Scheme of Amalgamation is divided into the following parts: -

**Part A** deals with Definitions of various capitalised terms as used in this Scheme and Capital Structure of the Transferor Company and Transferee Company.

**Part B** deals with the amalgamation of the Transferor Company with the Transferee Company.

**Part C** deals with the General Terms and Conditions applicable to this Scheme.



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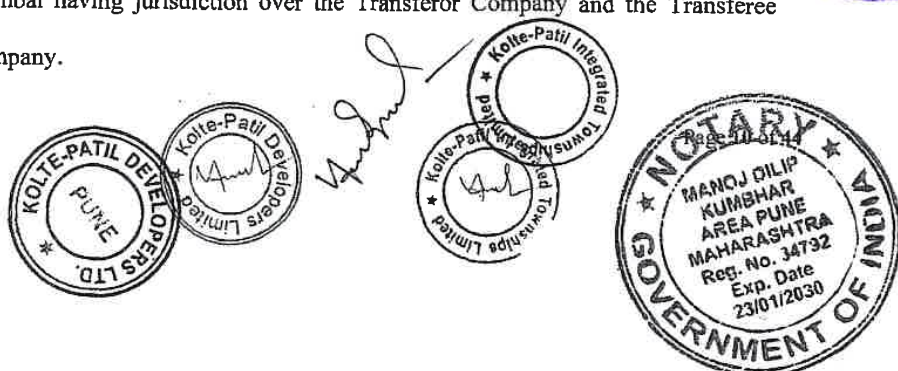
PART - ADEFINITIONS, INTERPRETATION AND CAPITAL STRUCTURE**1. DEFINITIONS:**

In this Scheme unless repugnant to the meaning or context thereof, the following expressions shall have following meanings:

- 1.1. **“Accounting Standards”** means the Indian Accounting Standards as notified under Section 133 of the Act, as amended from time to time, issued by the Ministry of Corporate Affairs and the other accounting principles generally accepted in India.
- 1.2. **“Act” or “The Act”** means the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 as notified and ordinances, rules and regulations made and notifications and circulars as issued thereunder and other applicable provisions, for time being in force, including any statutory modifications, re-enactments or amendments thereof, for the time being in force.
- 1.3. **“Appointed Date”** shall mean opening hours of business as on 01<sup>st</sup> April 2024.
- 1.4. **“Appropriate Authority”** means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority, including, but not limited to Regional Director, Registrar of Companies, National Company Law Tribunal, Official Liquidator and Income tax Authority.
- 1.5. **“Board of Directors” or “Board” or “Management”** in relation to the Transferor Company and the Transferee Company, as the case may be, means the Board of Directors of such company, and unless repugnant to the subject, context or meaning thereof, shall be deemed to include every committee (including any committee of directors) or any person authorized by the Board or by any such committee.



- 1.6. **“Effective Date”** means the date on which the authenticated copies or certified copies of the orders of the NCLT under Section 230-232 of the Act sanctioning the Scheme is filed with Registrar of Companies, Pune, Maharashtra by the Transferor Company and the Transferee Company.
- 1.7. **“Encumbrance”** means (i) any mortgage, charge (fixed or floating), pledge, lien, option, claim, hypothecation, security interest, power of sale in favour of a third party, right to acquire, right of pre-emption, assignment by way of security or trust arrangement for the purpose of providing security, any security interest or other third party right of any kind (including any retention arrangement), any right, interest or claim of a third party, or any agreement, arrangement or obligation to create any of the foregoing (ii) any voting agreement, interest, option, pre-emptive rights, right of first offer, refusal or transfer restriction in favour of any Person and (iii) any adverse claim as to title, possession or use and “Encumber” shall be construed accordingly.
- 1.8. **“INR” or “Rs” or “Re” or “Rupee” or “Rupees”** means Indian Rupee(s), lawful currency of the Republic of India.
- 1.9. **“IT Act”** means the Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.10. **“Law” or “Applicable Law”** includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, rule of common law, policies, directions, policy, code, directives, orders or instructions having the force of law, enacted or issued by any Appropriate Authority including any statutory modification or re-enactment or amendments thereof for the time being in force, as applicable in India.
- 1.11. **“NCLT” or “Tribunal”** means National Company Law Tribunal Bench at Mumbai having jurisdiction over the Transferor Company and the Transferee Company.



- 1.12. **“RoC”** means Registrar of Companies having jurisdiction over the Transferor Company and the Transferee Company.
- 1.13. **“Rules”** means the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
- 1.14. **“Scheme”** means this Scheme of Amalgamation in the nature of merger involving Amalgamation of KPITL along-with its assets and liabilities into KPDL as on the Appointed Date including any modifications or amendments hereto, made in accordance with the terms hereof.
- 1.15. **“Transferee Company” or “KPDL”** means Kolte-Patil Developers Limited, a company incorporated under the Companies Act, 1956 having CIN L45200PN1991PLC129428 and having its registered office at 8<sup>th</sup> Floor, City Bay, CTS NO. 14 (P), 17 Boat Club Road, Pune - 411001, in the State of Maharashtra.
- 1.16. **“Transferor Company” or “KPITL”** means, Kolte-Patil Integrated Township Limited, a company incorporated under the Companies Act, 1956 having CIN: U70102PN2005PLC140660 and having its registered office at Survey No. 74, Marunji Hinjewadi -Marunji -Kasarsai Road, Taluka- Mulshi, Pune – 411 057, in the State of Maharashtra.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re- enactment thereof from time to time.

## 2. INTERPRETATION

In the Scheme, unless the context otherwise requires:

- (i) references to a statutory provision include any subordinate legislation made from time to time under that provision;



- (ii) references to the singular include the plural and vice versa and references to any gender includes the other gender;
- (iii) references to a statute or statutory provision include that statute or provision as from time to time modified or re-enacted or consolidated and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted or consolidated) which such provision has directly or indirectly replaced, provided that nothing in this Clause 2 shall operate to increase the liability of any Party beyond that which would have existed had this Clause 2 been omitted;
- (iv) references to a document shall be a reference to that document as modified, amended, novated or replaced from time to time;
- (v) headings are for convenience only and shall be ignored in construing or interpreting any provision of this Scheme;
- (vi) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (and not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- (vii) references to Clauses are to Clauses of this Scheme;
- (viii) references to any person shall include that person's successors and permitted assigns or transferees;
- (ix) references to the words "include" or "including" shall be construed without limitation;
- (x) references to the words "hereof", "herein", "hereto" and "hereunder" and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme; and
- (xi) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.



**3. DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by NCLT or made as per Clause 19 (Modifications or Amendments to the Scheme) of the Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date.

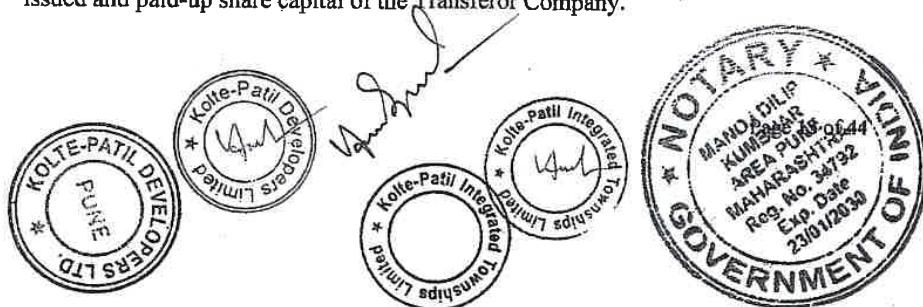
Any Reference in this Scheme with respect to "upon this Scheme becoming effective" or "effectiveness of this Scheme" shall mean Effective Date.

**4. SHARE CAPITAL**

4.1 Share capital structure of the Transferor Company viz. KPITL as on 31<sup>st</sup> March 2024 is as follows:

Particulars	Amount in INR
<b>Authorized capital</b>	
1,00,00,000 equity shares of Rs.10/- each	10,00,00,000
1,00,00,000 preference shares of Rs.10/- each	10,00,00,000
<b>TOTAL</b>	<b><u>20,00,00,000</u></b>
<b>Issued, subscribed and paid-up capital</b>	
1,00,00,000 equity shares of Rs.10/- each	10,00,00,000
73,21,480 preference shares of Rs. 10/- each	7,32,14,800
<b>TOTAL</b>	<b><u>17,32,14,800</u></b>

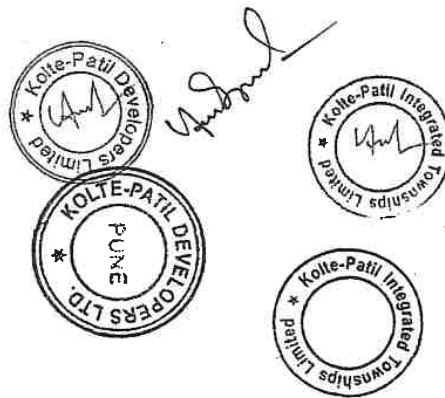
Subsequent to the balance sheet date, there has been no change in the authorized, issued and paid-up share capital of the Transferor Company.



4.2 Share capital structure of the Transferee Company viz. KPDL as on 31<sup>st</sup> March 2024 is as follows:

Particulars	Amount in INR
<b>Authorized capital</b>	
11,40,00,100 equity shares of Rs.10/- each	114,00,01,000
9,00,00,000 redeemable preference shares of Rs. 10/- each	90,00,00,000
<b>TOTAL</b>	<b>204,00,01,000</b>
<b>Issued, subscribed and paid-up capital</b>	
7,60,04,409 equity shares of Rs.10/- each	76,00,44,090
<b>TOTAL</b>	<b><u>76,00,44,090</u></b>

Subsequent to the balance sheet date, there has been no change in the authorized, issued and paid-up share capital of the Transferee Company.



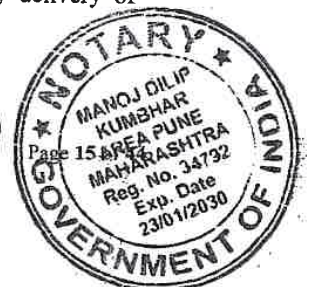
**PART B****AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE  
TRANSFeree COMPANY****5. TRANSFER AND VESTING OF ASSETS AND LIABILITIES OF  
TRANSFEROR COMPANY WITH THE TRANSFeree COMPANY**

- 5.1. Upon this Scheme becoming effective, and with effect from the Appointed Date and subject to the provisions of the Scheme in relation to mode of transfer and vesting, all the assets and liabilities of Transferor Company shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Transferee Company so as to become, on and from the Appointed Date the estate, assets, rights, title, interests and authorities of the Transferee Company, pursuant to the provisions of Section 230-232 of the Act, without requiring any deed or instrument of conveyance for transfer of the same. In so far as the immovable properties including land, development rights, FSI, if any, of the Transferor Company is concerned, the Transferee Company shall register the true copy of the Order of the NCLT approving the Scheme with the relevant authorities. The mutation of title to the immovable properties pertaining to the Transferor Company in the name of the Transferee Company shall be made and duly recorded upon this Scheme being effective in accordance with the terms hereof without any further act or deed on part of the Transferee Company except the payment of stamp duty, as may be applicable for such Scheme.

- 5.2. Without prejudice to generality of the aforesaid Clause 5.1 above all assets (including intangible assets) and properties of the Transferor Company as are movable in nature or incorporeal property or otherwise capable of transfer by delivery of



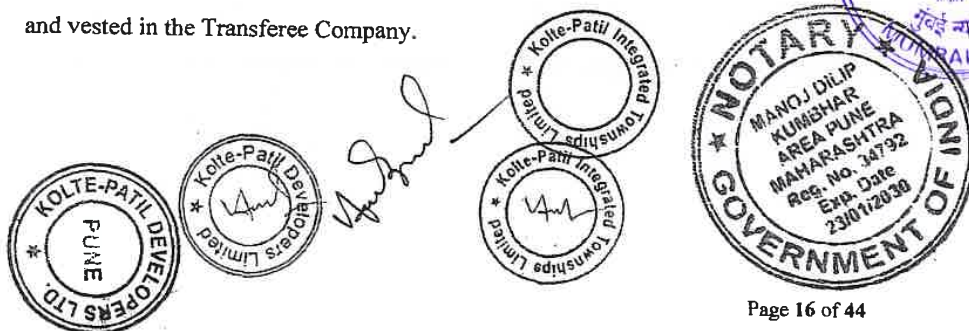
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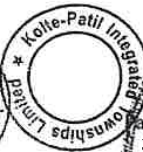
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possession or by endorsement and/or delivery, the same shall stand so transferred by the Transferor Company and upon this Scheme becoming effective, to the end and intent that the rights, titles, interest and property therein passes to Transferee Company and shall, become the assets and property of Transferee Company with effect from the Appointed Date pursuant to the provisions of Section 230-232 of the Act and all other applicable provisions, if any, without requiring any deed or instrument of conveyance for transfer of the same. No additional stamp duty shall be payable on the transfer of such movable properties (including shares and other investments) upon its transfer and vesting in the Transferee Company.

- 5.3. In respect of other assets or properties pertaining to the Transferor Company including but not limited to actionable claims, sundry debtors, outstanding loans, advances, recoverable in cash or kind or for value to be received, earnest monies, cash, bank balances and deposits, bills, etc, and deposits/bonds with the government, semi-government, local and other authorities and bodies, customers or any other person, the same shall, without any further act, instrument or deed, without any notice, intimation to any person in, be transferred and vested in Transferee Company on the Effective Date pursuant to the provisions of Section 230-232 and all other applicable provisions, if any, of the Act, with effect from the Appointed Date. It is hereby clarified that all the investments made by the Transferor Company, all the rights, title and interests of Transferor Company, in any leasehold properties or assets shall, pursuant to Section 230-232 and all other applicable provisions, if any, of the Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company.



- 5.4. Any and all immovable properties including all land along-with the rights over land including rights, titles, beneficial interest of land and the rights to develop the property, buildings, projects under development, TDRs and FSI of the Transferor Company, whether freehold or leasehold, real corporeal or incorporeal, in possession or reversion, present or contingent, held as stock in trade or capital assets, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested and/or be deemed to have been vested in the Transferee Company, without any act or deed done by the Transferor Company or Transferee Company. With effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay the municipal taxes, expenses and fulfil all obligations, in relation to or applicable to such immovable properties.
- 5.5. In respect of such of the assets/real estate projects belonging to the Transferor Company, other than those referred to in Clause 5.1 to Clause 5.4 above, the same shall be transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 230-232 of the Act without any further act or deed.
- 5.6. Upon this Scheme becoming effective, with effect from the Appointed Date, all intellectual property rights (including computer software, applications for registrations of the same and the right to use such intellectual property rights), trade and service names and marks, patents, copyrights, brand names, trademarks registered and other intellectual property rights of any nature whatsoever, trade secrets, confidential information, domain names, books, records, files, papers, software licenses (whether proprietary or otherwise), data and all other records and documents whether in physical or electronic form of the Transferor Company and



unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and all such other industrial and intellectual property rights of whatsoever nature shall stand transferred and vested with the Transferee Company by operation of law. The Transferee Company shall take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Transferee Company relating to the business activities and operations of the Transferor Company.

- 5.7. All debts, loans and liabilities including contingent liabilities, including secured or unsecured, duties and obligations of the Transferor Company as on the Appointed Date and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall be the debts, loans and liabilities, duties and obligations of the Transferee Company including any Encumbrance on the assets of the Transferor Company or any income earned on those assets.
- 5.8. It is hereby clarified that upon this Scheme becoming effective, any Encumbrance on the assets of the Transferor Company with respect to any loan, liability availed by the Transferee Company, shall deemed to be continued/vested with the Transferee Company.
- 5.9. Where any such debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged by the Transferor Company and/or on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon this Scheme becoming effective.



- 5.10. All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon this Scheme becoming effective and under the provisions of Section 230-232 of the Act, without any further act, instrument or deed be and shall be transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 5.11. If and to the extent there are investments, loans, deposits, advances, transactions or balances inter-se between the Transferor Company and Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, shall stand cancelled and suitable effect shall be given from the Effective Date. There would be no accrual of interest or other charges in respect of any such investments, loans, deposits or balances inter- se between the Transferor Company and Transferee Company from the Appointed Date.
- 5.12. All permits, approvals including completion certificates, sanction approval/ letters, development rights certificate etc., consents, quotas, rights, authorizations, entitlements, no-objection certificates, consents, letters of intent, registrations (including RERA registrations) and licenses including but not limited to licenses granted by any governmental, statutory or regulatory body and including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature including approvals under process, to which the Transferor Company are a party or to the benefit of which the Transferor Company may be entitled to use or which may be required to carry on the operations of the Transferor



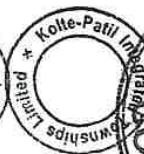
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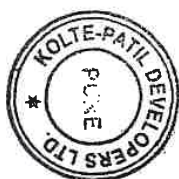
Company and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant statutory authorities or any third party in favour of the Transferee Company in accordance with the Applicable Law.

- 5.13. The entitlement to various current and/or future benefits, privileges including but not limited to incentive Composite Schemes, exemption Composite Schemes, subsidies/grant, tax holiday, any refund enjoyed/conferred upon/held/availed of by the Transferor Company in relation to the Transferor Company shall stand transferred to and be vested in and/or deemed to have been transferred to and vested in the Transferee Company together with all benefits, entitlements and incentives of any nature whatsoever. Such entitlements shall include incentives available under Applicable Laws in relation to the Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferor Company and were originally entitled to all such benefits under such incentive Composite Schemes and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions based on which the benefits under such incentive Composite Schemes were made available to Transferor Company .

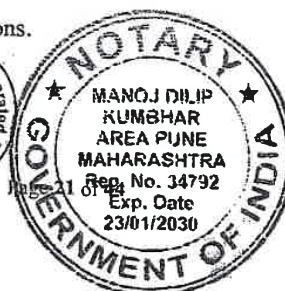
- 5.14. The Transferee Company, at any time upon this Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds, writings, confirmations or notices with, or in favour of, any other party to any contract or arrangement to which the Transferor Company is the party or any writings as may be necessary to be executed in order to give formal effect to



the provisions of the Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to implement and carry out all such formalities or compliance referred to above for and on behalf of the Transferor Company. For avoidance of doubt and without prejudice to generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name in the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation of deposition of cheques or pay orders or any electronic mode that have been issued or received in the name of the Transferor Company. It is hereby expressly clarified that upon this Scheme becoming effective, any legal proceedings by or against the Transferor Company in relation to the cheques and other negotiable instruments, payments order received or presented for encashment which are in the name of Transferor Company shall be instituted, or as the case may be, continued by or against the Transferee Company. With effect from the Effective Date and till the time any regulatory registrations of the Transferor Company are expired or suspended or under process and for the same if any regulatory filings are required to be done on such registrations, the Transferee Company shall be entitled to do so to comply with the relevant regulations.



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5.15. Any amount including refund if any under the Applicable Laws due to the Transferor Company consequent to the assessment proceedings or otherwise and which may not have been received by the Transferor Company as on the date immediately preceding the Appointed Date shall also belong to and be receivable by or be paid or made good to the Transferee Company upon this Scheme becoming effective.

**6. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC.**

6.1. Upon this Scheme becoming effective and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements (including agreement to sale, agreement to purchase lands, conveyance deeds, development agreements, power of attorneys, joint development agreement, development fee agreement, memorandum of understanding for purchase/sale of land, Lease Deeds, Leave and License Agreements etc.), insurance policies, indemnities, guarantees, arrangements and other instruments (including but not limited to all tenancies, leases, licenses, supply agreements, memorandum of understanding and other assurances) in favour of the Transferor Company or powers of authorities granted by or to the Transferor Company. Whether pertaining to immovable properties or otherwise of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the date of approval to the Scheme is received, shall continue in full force and effect on or against or in favour of, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company the Transferee Company had been a party or beneficiary or beneficial owner or obligee thereto or there under.

6.2. For the avoidance of doubt and without prejudice to the generality of the foregoing,

it is clarified that upon this Scheme becoming effective, all consents, approvals



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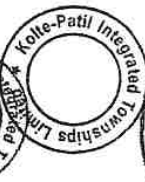
permissions, licenses, registrations (including RERA Registrations), certificates including commencement certificates, completion certificates, sanction approval/ letters, development rights certificate, clearances, authorities, power of attorney given by, issued to or executed in favour of or by the Transferor Company shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of Transferee Company and Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

6.3. The Transferee Company, at any time upon this Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.

6.4. It is further clarified that upon this Scheme becoming effective with respect to approvals, permissions, licenses, registrations, consents that may require amendment for the purpose of giving effect to this Scheme and to ensure that there is no change in the entitlements otherwise available to the Transferor Company in the absence of this Scheme, the Transferee Company shall be permitted to use the name and approvals, permissions, licenses, registrations, consents of the Transferor



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Company till such approvals, permissions, licenses, registrations, consents are so amended and updated, so as to enable the Transferee Company to continue to avail the entitlements otherwise available to the Transferor Company.

6.5. The inter-se contracts/arrangements between the Transferor Company and the Transferee Company if any shall stand adjusted and shall come to an end upon this Scheme becoming effective. Transactions if any, between the Transferor Company and the Transferee Company after the Appointed Date and until the Effective Date will be squared off in the books of account of the Transferee Company upon this Scheme becoming effective.

## 7. LEGAL PROCEEDINGS

7.1. With effect from the Appointed Date, Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against Transferor Company. Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Company pending in any court or before any authority, judicial, quasi-judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Company or its properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Company ; and from the Effective Date, shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Company.

7.2. All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising on or after the Appointed Date and relating to the Transferor Company shall not abate or be discontinued or be in any way prejudicially affected.



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by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company if this Scheme had not been made.

- 7.3. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 7.1 above transferred in its name and to have the same continued, prosecuted and enforced by or against Transferee Company to the same extent as would or might have been continued and enforced by or against the Transferor Company .

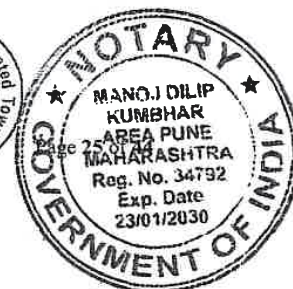
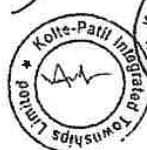
#### 8. STAFF, WORKMEN & EMPLOYEES

- 8.1. Upon this Scheme becoming effective, all employees of the Transferor Company in service as on the Effective Date shall be deemed to have become employees of the Transferee Company without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with Transferee Company shall be the same as those applicable to them with reference to the Transferor Company as on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retirement benefit/compensation, such immediate uninterrupted past services with the Transferor Company shall also be taken into account and paid (as and when payable) by Transferee Company.

- 8.2. In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, employee credit cooperative society, retirement fund or benefits and any other funds or benefits created by the Transferor Company (collectively referred to as the "Funds"), the Funds and such of the investments



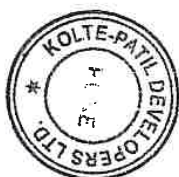
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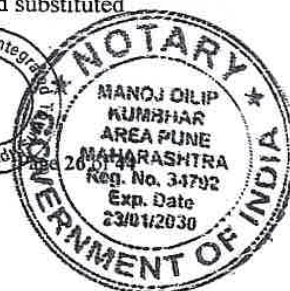
made by the Funds which pertains/relates to the employees of the Transferor Company shall be transferred to the Transferee Company and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds, if any, of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above, the Transferee Company may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Transferor Company until such time that the Transferee Company creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to the funds created by the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

8.3. With effect from the filing of this Scheme with the NCLT and up to and including the Effective Date, Transferor Company shall not vary or modify the terms and conditions of employment of any of their said employees, except with the written consent of Transferee Company, unless it is in the ordinary course of business. However, the terms and conditions of their employment with Transferee Company shall be the same as those on which they were engaged in Transferor Company.

8.4. In relation to those employees for whom the Transferor Company is making contributions to the government provident fund or any other statutory contributions as per the Applicable Laws, if any, the Transferee Company shall stand substituted



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for the Transferor Company as the case may be, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such employees.

## 9. TAXATION AND OTHER MATTERS

9.1. With effect from the Appointed Date, all the profits or income, if any, accruing or arising to Transferor Company, and all expenditure or losses, if any, arising or incurred by the Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accruing to the profits or income or as the case may be, expenditure or losses (including taxes) of Transferee Company.

9.2. Upon the Scheme becoming effective, the Transferor Company, and the Transferee Company shall be entitled, if required, wherever necessary, and pursuant to the provisions of this Scheme, to file or revise their tax returns, tax deduction at source certificates, tax deduction at source returns, and other statutory returns, and shall have the right to claim refunds, advance tax credits, unabsorbed depreciation, deductions or any other credits and/or set off of all amounts paid by the Transferor Company, or the Transferee Company under the relevant laws relating to Income Tax, GST or any other tax, as may be required consequent to the implementation of the Scheme.

9.3. The Transferee Company shall be entitled to: (a) claim deduction with respect to items such as provisions, expenses, etc., (including but not limited to Section 40, 40A, 43B, etc., of the Income Tax Act, 1961) disallowed in the earlier years in the hands of the Transferor Company, which may be allowable to Transferor Company

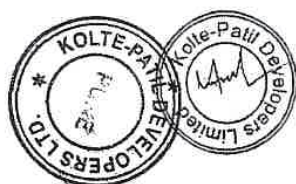


in accordance with the provisions of the Income tax Act, 1961 on or after the Appointed Date; and (b) exclude items such as provisions, reversals, etc., for which no deduction or tax benefit has been claimed by the Transferor Company prior to the Appointed Date.

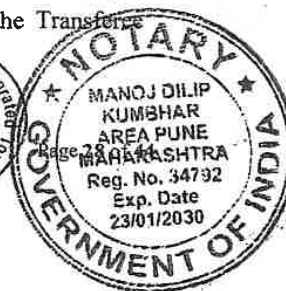
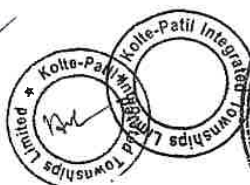
9.4. All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/ or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company and/or . Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of merger of the Transferor Company with the Transferee Company or anything contained in the Scheme.

9.5. Any refund under the Income tax Act, 1961, Service Tax laws, Goods and Services Tax ('GST') Laws and other applicable State Value Added Tax ('VAT') Laws or other applicable laws/regulations dealing with taxies/duties/levies allocable or related to the Transferor Company and due to the Transferor Company consequent to the assessment made on the Transferor Company for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

9.6. In accordance with the GST Laws or the erstwhile State VAT Laws and the Service tax Laws as applicable and prevalent on the Appointed Date, the unutilized credits on input/capital goods/input service lying in the accounts of the Transferor Company shall be permitted to be transferred to the credit of the Transferee



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Company, as if all such unutilized credits were lying to the account of the Transferee Company

9.7. It is expressly clarified that with effect from the Appointed Date, all taxes payable, if any, by Transferor Company including all or any refunds, if any, of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of Transferee Company.

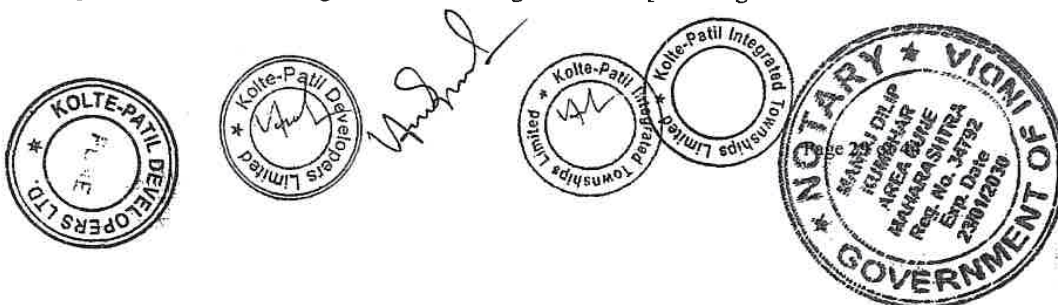
#### 10. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date and till the Scheme comes into effect:

10.1. The Transferor Company shall carry on their businesses with reasonable diligence and except in the ordinary course of business, Transferor Company shall not, without prior written consent (as applicable) of the Transferee Company or pursuant to any pre-existing obligation, substantially expand their business or sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose of, any of the assets of the Transferor Company or any part thereof.

10.2. With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest of the Transferor Company for and on account of, and in trust for the Transferee Company.

10.3. With effect from the Appointed Date and up to and including the Effective Date, all profits and cash accruing to or losses arising or incurred [including the effect of all



taxes (for instance income tax, customs duty, GST, etc.) if any thereon], by the Transferor Company, shall for all purposes, be treated as the profits and cash, taxes or losses of the Transferee Company.

10.4. With effect from the Appointed Date and up to and including the Effective Date, any of the rights, powers, authorities or privileges exercised by Transferor Company shall be deemed have been exercised by the Transferor Company for and on behalf of, and in trust for as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for Transferee Company.

10.5. The Transferee Company shall be entitled to apply to the Central Government or any other Government or statutory or regulatory authorities/ agencies/body concerned as are necessary under any law for such consents, approvals, licenses, registrations and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.

10.6. The Transferor Company shall not vary or alter, except in the ordinary course of their business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of Transferee Company.

10.7. With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Company as on the close of business on the date preceding the



Appointed Date, whether or not provided in its books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of Transferee Company.

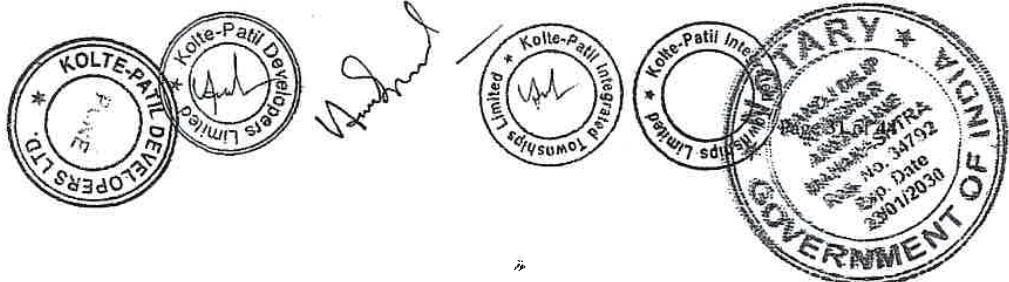
10.8. The Transferor Company shall not vary the terms and conditions of employment of any of the employees except in ordinary course of business or without the prior consent of Transferee Company or pursuant to any pre-existing obligation undertaken by Transferor Company as the case may be, prior to the Appointed Date.

10.9. Upon the Scheme coming into effect, the Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by Transferor Company.

10.10. For the purpose of giving effect to the vesting order passed under Sections 230-232 of the Companies Act, 2013 in respect of this Scheme by the NCLT Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the record of the change in the legal right(s) upon the vesting of the Transferor Company businesses and undertakings in accordance with the provisions of Section 230-232 of the Companies Act, 2013. The Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

#### 11. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations pertaining/relating to the Transferor Company pursuant to this Scheme, and the continuance of the proceedings by or against the Transferee Company, under Clause 5 to Clause 7 hereof



shall not affect any transactions or proceedings already completed by Transferor Company on and after the Appointed Date to the end and intent that Transferee Company accepts all acts, deeds and things done and executed by and/ or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of Transferee Company.

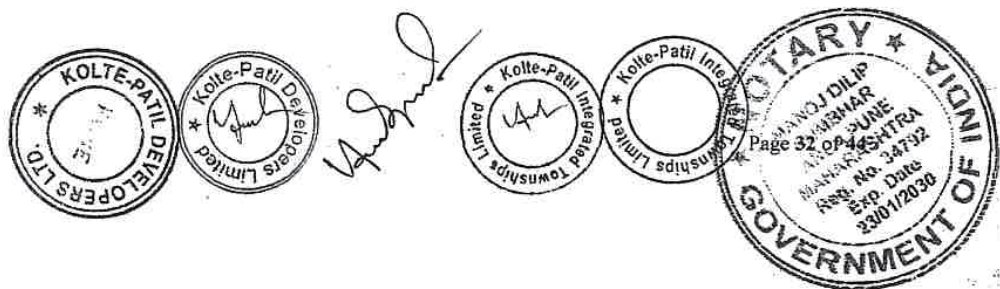
## 12. CONSIDERATION

The Transferee Company holds 100% of the equity shares and preference shares of Transferor Company. Accordingly, thus pursuant to amalgamation of Transferor Company with Transferee Company on the Appointed Date, equity shares and preference shares held by Transferee Company in Transferor Company shall be cancelled and extinguished and hence, no shares of the Transferee Company shall be issued and allotted upon this Scheme becoming effective, in consideration of the amalgamation of the Transferor Company with the Transferee Company.

## 13. ACCOUNTING TREATMENT FOR AMALGAMATION

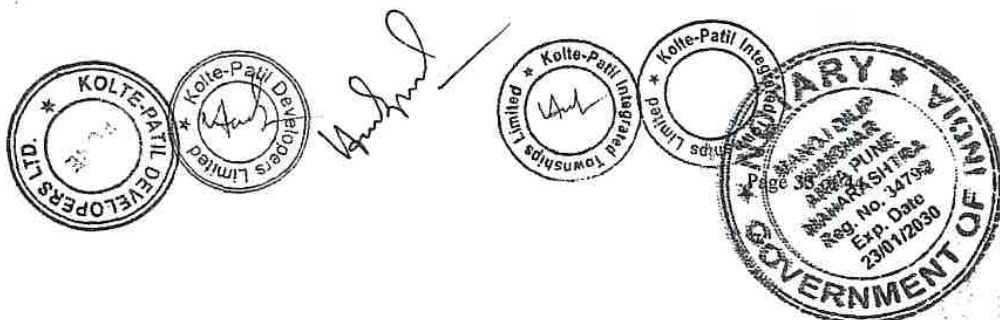
Notwithstanding anything else contained in the Scheme, the Transferee Company shall account for amalgamation of the Transferor Company in accordance with the Pooling of Interest Method of accounting as laid down in Appendix C of Indian Accounting Standard ("Ind AS") 103 (Business Combinations of entities under common control) notified under Section 133 of the Companies Act, 2013, under the Companies (Indian Accounting Standards) Rules, 2015, as may be amended from time to time, in its books of accounts underlying the separate financial statements such that:

- 13.1. The Transferee Company shall record the assets and liabilities, if any, of the Transferor Company, at the carrying values as appearing in the consolidated financial statements of the Transferee Company. For this purpose, the carrying



values of investments in subsidiaries and associate of Transferor Company will be arrived at in an appropriate manner.

- 13.2. The identity of the reserves of the Transferor Company, excluding reserves related to subsidiaries and reserves arising on application of equity method to the associate of the Transferor Company, shall be preserved and the Transferee Company shall record reserves of the Transferor Company in the same form and at the carrying amounts as appearing in the consolidated financial statements of the Transferee Company.
- 13.3. Inter-company balances between the Transferee Company and Transferor Company, appearing in the books of the Transferee Company, shall stand cancelled and there shall be no further obligation in that behalf.
- 13.4. The value of all investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation.
- 13.5. The surplus, if any, arising after taking the effect of clause 13.1 to 13.4 as above, shall be transferred to Capital Reserve in the financial statements of the Transferee Company. The deficit, if any, arising after taking the effect of clause 13.1 to 13.4, shall be debited to the Retained Earning.
- 13.6. In case of any difference in accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.



13.7. The comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of the merger of the Transferor Company, as stated above, as if the merger had occurred from the beginning of the comparative period presented.

13.8. For accounting purposes, the Scheme will be given effect when all substantial conditions for the transfer of the Transferor Company are completed.

13.9. Any matter not dealt with hereinabove shall be dealt with in accordance with the requirement of applicable Ind AS.

#### 14. TREATMENT OF TAXES/TAX CREDITS

14.1. Any tax liabilities under the IT Act, Wealth-tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956, any other state Sales Tax/Value Added Tax laws, Service Tax, GST, Stamp Act, registration fees, or any other applicable laws/regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/duties/levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.

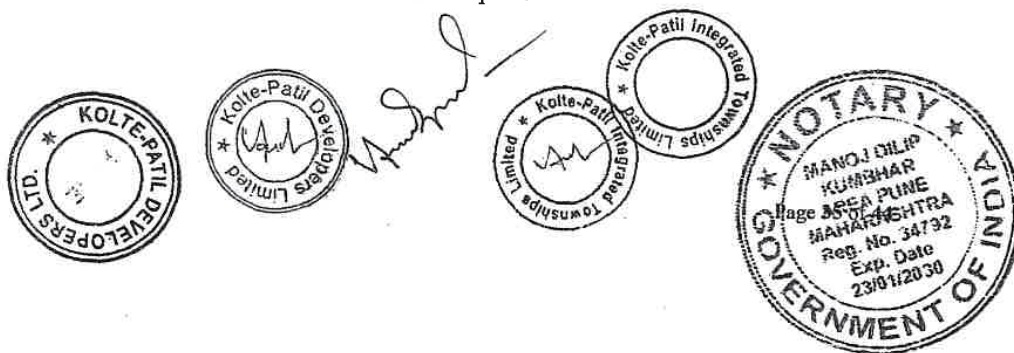
14.2. All taxes (including but not limited to income tax and tax deducted at source, wealth tax, sales tax, excise duty, customs duty, service tax, GST, VAT, advance tax, tax collected at source etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date under the Tax Laws, shall be on account of the Transferee Company and, insofar as it relates to the tax payment under the Tax Laws (including without limitation



income tax, wealth tax, sales tax, excise duty, customs duty, service tax, GST, VAT, etc.), whether by way of deduction at source, collection at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly. Further, all taxes paid and taxes deducted at source and deposited by the Transferee Company on inter se transactions between the Transferee Company and the Transferor Company during the period between the Appointed Date and the Effective Date shall be treated as advance tax paid by the Transferee Company and shall be available to the Transferee Company for set-off against its liability under IT Act and any excess tax so paid shall be eligible for refund together with interest.

14.3. Any refund under the Tax Laws including but not limited to input tax credit, export refund, incentives, income tax refund, etc due to the Transferor Company consequent to the assessments made on the Transferor Company for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

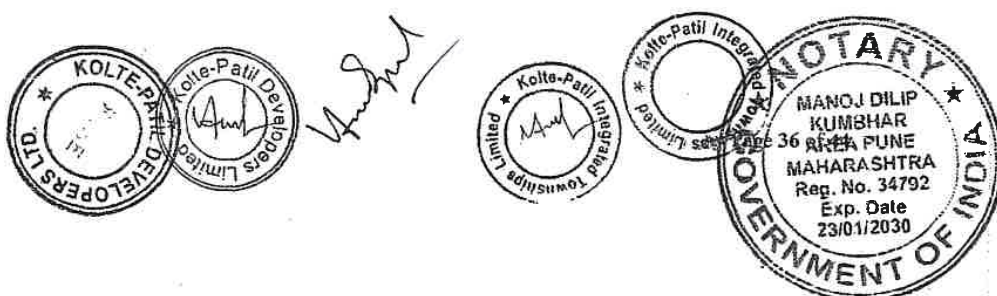
14.4. Without prejudice to the generality of the above, all benefits including claim of tax deduction at source, tax collection at source, advance tax and self-assessment tax and any similar credits or balances under the income tax, sales tax, excise duty, customs duty, service tax, GST, VAT to which the Transferor Company are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company even if the prescribed time limits for claiming such refunds or credits have lapsed.



14.5. For avoidance of doubt and without prejudice to generality of the applicable provisions of the Scheme, it is clarified that upon this Scheme being Effective, the Transferee Company is also expressly permitted to revise its income tax returns, withholding tax returns, service tax returns, value added tax returns, sales tax returns, excise and CENVAT returns, GST returns and any other statutory returns and filings under the tax laws, notwithstanding that the period of filing/ revising such return may have lapsed, to obtain Tax Deduction Certificate ("TDS") Certificates, including TDS Certificates relating to transactions between the Transferor Company, , and the Transferee Company to claim refunds, advance tax, withholding tax credits etc. pursuant to the provisions of this Scheme.

14.6. For avoidance of doubt and without prejudice to generality of the applicable provisions of the Scheme, it is clarified that upon the Scheme being effective, any TDS certificates issued by the Transferee Company to, or for the benefit of, the Transferor Company under IT Act with respect to the inter se transactions would be available to the Transferee Company to seek refund of from the tax authorities in compliance with law. Further, TDS deposited, TDS Certificates issued or TDS returns filed by the Transferor Company on transactions other than inter se transactions during the period between the Appointed Date and the Effective Date shall continue to hold good as if such TDS amounts were deposited, TDS Certificates were issued and TDS returns were filed by the Transferee Company. Any TDS deducted by, or on behalf of, the Transferor Company on inter se transactions will be treated as advance tax deposited by Transferee Company.

14.7. The amalgamation as contemplated in this Scheme would be completed in a manner so as to comply with the conditions relating to 'amalgamation' as specified under section 2(1B) of the IT Act. If any terms or provisions of the Scheme are found or



interpreted to be inconsistent with the provisions of the said section at the later date including resulting from a retrospective amendment of law or for any other reason whatsoever, the provisions of the said section of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the IT Act. Such modification will however not affect the other parts of the Scheme. Furthermore, all credits or balances eligible for roll-over, set-off or carry forward under the IT Act including under Chapter VI of the IT Act shall be given effect to in compliance with the applicable provisions of the IT Act.

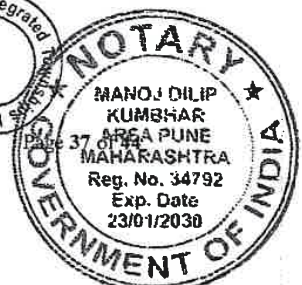
#### 15. CONSOLIDATION OF AUTHORIZED CAPITAL OF THE TRANSFEREE COMPANY

15.1. Upon this Scheme becoming effective, the authorized Equity share capital of the Transferor Company amounting to Rs. 10,00,00,000/- (Rupees Ten Crores) consisting of 1,00,00,000 (One Crore) equity shares of Rs 10/- (Rupees Ten) each and the authorized preference share capital of the Transferor Company amounting to Rs. 10,00,00,000/- (Ten Crores) consisting of 1,00,00,000 (One -Crore) preference shares of Rs. 10/- (Rupees Ten), or such amount as may be on the Effective Date, shall be consolidated with the authorized share capital of the Transferee Company, without any further act or deed and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees have already been paid by the Transferor Company, and on such authorized capital.

15.2. It is hereby clarified that, upon this Scheme becoming effective, the authorized share capital of the Transferee Company upon consolidation of the authorised capital as per Clause 15.1 and the authorised capital of Transferee Company shall be Rs. 224,00,01,000/- (Rupees Two Hundred Twenty Four Crores and One Thousand



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only) consisting of Rs. 124,00,01,000/- Equity Share Capital (Rupees One Hundred Twenty Four Crores and One Thousand only) divided into 12,40,00,100 (Twelve Crores Forty Lakhs and One Hundred) equity shares of Rs. 10/- (Rupees Ten only) each and Rs. 100,00,00,000/- (Rupees One Hundred Crores only) Preference share capital divided into 10,00,00,000 (Ten Crores) preference shares of Rs. 10 (Rupees Ten only) each.

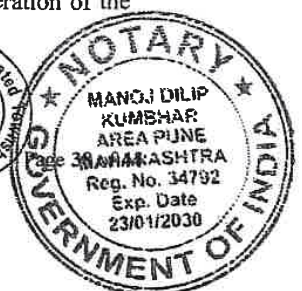
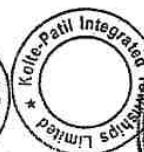
15.3. The Authorized Share Capital of the Transferee Company shall stand increased as per Clause 15.2 upon the Scheme becoming effective without any further act or deed on the part of the Transferee Company and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall without any further act, instrument or deed be and stand altered, modified, amended and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution(s) under Sections 13, 14, 61 and applicable provisions of the Act would be required to be separately passed, as the case may be. For this purpose, the filing fees and stamp duty already paid by the Transferor Company towards its authorised share capital shall be utilised and applied to the increased authorised share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and, accordingly, the Transferee Company shall not be required to pay any fees/ stamp duty on the authorised share capital so increased. However, for any additional increase in authorized share capital as required necessary fees as per the provisions of the Act and stamp duty would be required to be paid.



15.4. It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the



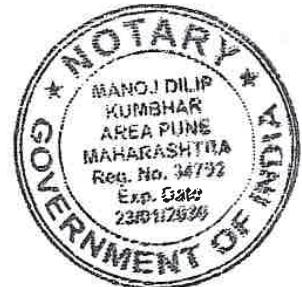
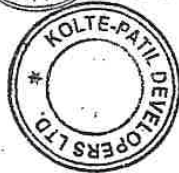
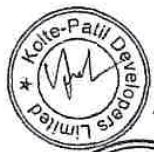
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Memorandum and Articles of Association of the Transferee Company as may be required under the Act, and Clause V of the Memorandum of Association of the Transferee Company.

The amended clause shall read as:

“The Authorised Share Capital of the Company is Rs. 224,00,01,000/- (Rupees Two Hundred Twenty Four Crores and One Thousand only) consisting of Rs. 124,00,01,000/- Equity Share Capital (Rupees One Hundred Twenty Four Crores and One Thousand only) divided into 12,40,00,100 (Twelve Crores Forty Lakhs and One Hundred) equity shares of Rs. 10/- (Rupees Ten only) each and Rs. 100,00,00,000/- (Rupees One Hundred Crores only) Preference share capital divided into 10,00,00,000 (Ten Crores) preference shares of Rs. 10 (Rupees Ten only) each with a power for Company to reduce its capital or to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company.”



**PART C: GENERAL TERMS AND CONDITIONS APPLICABLE TO THE  
SCHEME**

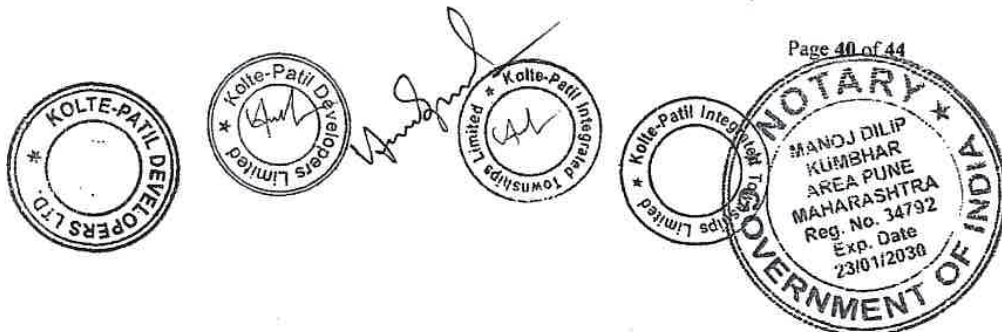
**16. IMPLEMENTATION OF THE SCHEME**

The effectiveness of the Scheme is conditional upon and subject to:

- (i) the requisite sanction or approval of the Appropriate Authorities of India being obtained and/or granted in relation to any of the matters in respect of which such sanction or approval is required.
- (ii) this Scheme being approved by the respective requisite majorities of shareholders of the Transferor Company and the Transferee Company (as may be required and/or to the extent not dispensed with by the Appropriate Authorities) and the requisite orders of the Tribunal being obtained;
- (iii) the certified copy of the order of the Tribunal under Sections 230 to 232 and other applicable provisions of the Act sanctioning the Scheme being filed with the Registrar of Companies by the Transferor Company and the Transferee Company;
- (iv) such other approvals and sanctions as may be required by Applicable Law in respect of this Scheme being obtained.

**17. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS**

- 17.1 In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/or the Scheme not being sanctioned by the



Appropriate Authority and/or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their Board of Directors (and which the Board of Directors of the Transferor Company and Transferee Company are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation) failing which this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

- 17.2 The Board of Directors of the Transferor Company and Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date.
- 17.3 The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed date could have adverse implications on the combined entity post-amalgamation.

#### 18. APPLICATIONS/PETITIONS TO TRIBUNAL

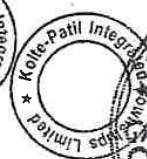
The Transferor Company and the Transferee Company, if required shall, with all reasonable dispatch, make applications/ petitions to the Tribunal under Section 230 to 232 and other applicable provisions, of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the classes of its respective members and/or creditors and for sanctioning of this Scheme by the Tribunal.



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## 19. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

19.1 Subject to the approval of the Tribunal, the Transferor Company and the Transferee Company, through their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or subcommittee thereof, may assent from time to time on behalf of all the persons concerned to any modifications or amendments or additions to this Scheme subject to approval of the Tribunal or to any conditions or limitations which the Tribunal and/or any other competent authorities, if any, under the law may deem fit and approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out this Scheme and do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect.

19.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Transferor Company or the Transferee Company may give and is hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties in the same manner as if the same were specifically incorporated in this Scheme.



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19.3 The Transferor Company and the Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Tribunal, or any other authority is not on terms acceptable to them.

19.4 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or its shareholders or creditors or employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.

19.5 If any provision of this Scheme becomes or is declared by a Tribunal of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Scheme, and the Transferor Company and the Transferee Company will negotiate in good faith to agree to replace such illegal, void, or unenforceable provision of this Scheme with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision or act in accordance with a judgment, order, decree, or declaration made by a court of competent jurisdiction. The balance of this Scheme shall be enforceable in accordance with its terms.

## 20. SEQUENCING OF EVENTS

Upon the sanction of this Scheme, and upon the Scheme becoming effective, the following shall be deemed to have occurred/shall occur and become effective and operative, only in the sequence and in the order mentioned hereunder:-



*[Handwritten signature]*

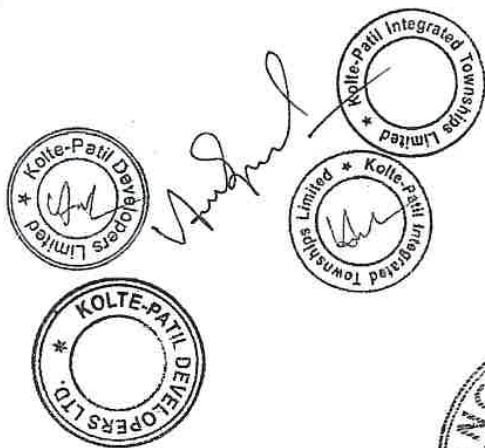


- (i) Amalgamation of Transferor Company into and with Transferee Company in accordance with the Scheme.
- (ii) Dissolution of Transferor Company without winding up.

**21. COSTS, CHARGES AND EXPENSES**

All costs, charges, fees, taxes including stamp duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the terms & conditions or provisions of this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

\*\*\* --- \*\*\*



Certified True Copy \_\_\_\_\_  
 Date of Application 10/10/2025  
 Number of Pages 44  
 Fee Paid Rs. 220/-  
 Applicant called for collection copy on 13/10/2025  
 Copy prepared on 13/10/2025  
 Copy Issued on 13/10/2025

Ravi Prasad  
13/10/25  
 Assistant Registrar  
 National Company Law Tribunal Mumbai Bench



By Speed Post

No. 21-111/2007-IA .III  
Government of India  
Ministry of Environment and Forests  
(I.A. Division)

Paryavaran Bhawan,  
CGO Complex, Lodhi Road  
New Delhi 110003  
Dated: September 6, 2007

To

**ANNEXURE-R-2**

✓  
M/s. I-Ven Township (Pune) Pvt. Ltd.,  
Village Jambhe, Marunji, Nere,  
Tehsil Mulshi, Distt. Pune,  
Maharashtra.

**Subject: Environmental Clearance for proposed township project at Village Jambhe, Marunji, Nere, Tehsil Mulshi, Distt. Pune, Maharashtra.**

Sir,

I am directed to refer to your application seeking prior environmental clearance for the above project under the EIA Notification 2006. The above proposal has been appraised as per prescribed procedure for category 8 (b) projects of EIA Notification 2006 and on the basis of the mandatory documents enclosed with the application viz. the Form 1, Form 1A and the additional clarifications furnished in response to the observations of the Expert Appraisal Committee (EAC) constituted by the competent authority in its 19<sup>th</sup> meeting held on July 27-28, 2007.

2. The project proponent is proposing for development and construction of township at Village Jambhe, Marunji, Nere, Tehsil Mulshi, Distt. Pune, Maharashtra at a cost of Rs.1168.90 crore. The project involves construction of residential, commercial, business center, hospital and educational institutes. The total plot area is 22,25,795 sq. m. The total built up area as indicated is 158,38,082 sq.m. Total water requirement will be 11637 cu.m./day (including recycled water) and total wastewater generation will be 5885 cu.m./day. The waste water generated will be treated in STP. The treated wastewater will be fully used for make up water in AC, gardening and flushing and as such there will be zero discharge. The solid waste generated from the township will be 22000 kg/day. The solid waste will be segregated in to biodegradable and non biodegradable waste. The recyclable and non biodegradable waste will be transported to the waste disposal site. The biodegradable waste will be composted. The parking space proposed is 2,50,000 sq.m.

3. The report submitted along with the application predicts that there will be minor negative impact on ambient air quality during construction phase. There will be no significant impact on ambient noise levels during construction as well as operation phase. There will be positive impact on land use pattern

due to landscaping and greenbelt development. Plantation of trees and development of recreational area, surrounding area will have positive impact on overall land use.

4. The EAC after due consideration of the relevant documents submitted by the project proponent and additional clarifications furnished in response to its observations have awarded "Bronze" and recommended the grant of environmental clearance for the project mentioned above under category 8(b) of EIA Notification 2006, subject to compliance with the EMP and other stipulated conditions. Accordingly, the Ministry hereby accords necessary environmental clearance for the project subject to the strict compliance with the specific and general conditions mentioned below:

#### PART A- SPECIFIC CONDITIONS

##### I. Construction Phase

- i. Consent for establishment shall be obtained from the State Pollution Control Board/Pollution Control Committee under Air and Water Act and a copy of the same shall be submitted to the Ministry before start of any construction work at site.
- ii. For disinfection of waste water ultra violet radiation shall be used in place of chlorination.
- iii. Vehicles hired for construction activities should be operated only during non-peak hours.
- iv. All the top soil excavated during construction activities should be stored for use in horticulture/landscape developments within the project site.
- v. Ready mixed concrete shall be used in building construction.
- vi. Water demand during construction shall be reduced by use of pre mixed concrete, curing agents and other best practices.
- vii. Permission to draw ground water shall be obtained from competent authority prior to construction/operation of the project.
- viii. Separation of gray and black water should be done by the use of dual plumbing line. Treatment of 100% gray water by decentralized treatment should be done.
- ix. Fixtures for showers, toilet, flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor based control.
- x. Use of glass may be reduced upto 40% to reduce the electricity consumption and load on air conditioning. If necessary, use high quality double glass with special reflective coating in windows.
- xi. Roof should meet the prescriptive requirement as per energy conservation building code by using appropriate thermal insulation material to fulfill requirement.
- xii. Opaque wall should meet prescriptive requirement as per energy conservation building code which is proposed to be mandatory for all air conditioned spaces while it is aspirational for non air conditioned spaces by use of appropriate thermal insulation to fulfill requirement.
- xiii. Storm water control and its reuse should be as per Central Ground Water Board and BIS standards for various applications.
- xiii. Necessary approval of competent authority of State Forest Department shall be obtained before starting construction.

- xiv All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- xv Soil and ground water samples will be tested to ascertain that there is no threat to groundwater quality by leaching of heavy metals and other toxic contaminants.
- xvi A First Aid Room will be provided at the project site both during construction and operation of the project.
- xvii Adequate drinking water and sanitary facilities should be provided for construction workers at the site. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
- xviii Disposal of muck including excavated material during construction phase should not create any adverse effects on the neighboring communities and be disposed off taking the necessary precautions for general safety and health aspects of people.
- xix Diesel power generating sets used during construction phase should be of "enclosed type" to prevent noise and should conform to rules made under Environment (Protection) Act 1986, prescribed for air and noise emission standards.
- xx Ambient noise levels should conform to standards both during day and night when measured at boundary wall of the premises. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase.
- xxi The construction agencies shall use flyash based material/ products as per the provisions of fly ash notification of 14.9.1999 and as amended on 27.8.2003.
- xxii Vehicles hired for bringing construction material at site should be in good condition and should have valid "pollution under check"(PUC) certificate and to conform to applicable air and noise emission standards and should be operated only during non-peaking hours.
- xxiii Construction spoils including bituminous material and other hazardous materials must not be allowed to contaminate water courses and the dump sites for such material must be secured so that they should not leach into the ground water.
- xxiv Any hazardous waste generated during construction phase should be disposed of as per applicable Rules & norms with necessary approvals of the Haryana Pollution Control Board.
- xxv Regular supervision of the above and other measures for monitoring should be in place all through the construction phase so as to avoid disturbance to the surroundings.
- xxvi Under the provisions of Environment (Protection) Act 1986, legal action shall be initiated against the project proponent if it was found that construction of the project had started without obtaining environmental clearance.

## II. Operation Phase

The environmental clearance recommended to the project is subject to the specific conditions as follows:

- i. Necessary permission of competent authority shall be taken to store diesel in the premises for operation of DG set.

- ii. Diesel power generating sets proposed as source of back up power for lifts and common area illumination should be of "enclosed type" and conform to rules made under Environment (Protection) Act 1986, prescribed for air and noise emission standards as per CPCB guidelines. Exhausts should be discharged by stack, raised to 4 meters above the rooftop.
- iii. During nighttime the noise levels measured at the boundary of the building shall be restricted to the permissible levels to comply with the prevalent regulations.
- iv. Noise barriers should be provided at appropriate locations so as to ensure that the noise levels do not exceed the prescribed standards.
- v. Weep holes in the compound walls shall be provided to ensure natural drainage of rainwater in the catchment area.
- vi. The sewage treatment plant of adequate capacity should be provided to treat sewage generated and it should be certified by an independent expert for adequacy as well as efficiency and should submit a report in this regard to the Ministry before the project is commissioned for operation. The wastewater should be treated to tertiary level and after treatment reused for flushing and gardening. Treated sewage will not be discharged in public sewer outside township premises.
- vii. Rainwater harvesting and ground water recharging shall be practiced. Oil & Grease trap shall be provided to remove oil and grease from the surface run off and suspended matter shall be removed in a settling tank before its utilization for rainwater harvesting.
- viii. The solid waste generated should be properly collected & segregated. Wet garbage should be composted and dry/inert solid waste should be disposed off to approve sites for land filling after recovering recyclable material.
- ix. Any hazardous waste including biomedical waste should be disposed of as per applicable Rules & norms with necessary approvals of the Maharashtra State Pollution Control Board.
- x. The green belt design along the periphery of the plot shall achieve attenuation factor conforming to the day and night noise standards prescribed for residential land use. The open spaces inside the plot should be suitably landscaped and covered with vegetation of indigenous variety.
- xi. Incremental pollution loads on the ambient air quality, noise and water quality should be periodically monitored after commissioning of the project.
- xii. The ground water levels and its quality should be monitored regularly in consultation with Central Ground Water Authority.
- xiii. A Report on the energy conservation measures should be prepared incorporating details about building materials & technology, R & U Factors etc and submitted to the Ministry in three months time.
- xiv. The values of R & U for the building envelope should meet the requirements of the hot & humid climatic location. Details of the building envelope should be worked out and furnished in three months time.
- xv. Energy conservation measures like installation of solar panels for lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning.

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## PART - B. GENERAL CONDITIONS

- i) This environmental clearance is subject to Hon'ble Supreme Court's decision regarding siting of housing project near wildlife sanctuary.
  - ii) The environmental safeguards contained in the documents should be implemented in letter and spirit.
  - iii) Provision should be made for the supply of kerosene or cooking gas and pressure cooker to the laborers during construction phase.
  - iv) All the laborers to be engaged for construction works should be screened for health and adequately treated before the issue of work permits.
  - v) 6 monthly monitoring reports should be submitted to the Ministry and its Regional Office.
5. Officials from the Regional Office of MOEF, Bhopal who would be monitoring the implementation of environmental safeguards should be given full cooperation, facilities and documents / data by the project proponents during their inspection. A complete set of all the documents submitted to MoEF should be forwarded to the CCF, Regional office of MOEF, Bhopal.
6. In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Ministry.
7. The Ministry reserves the right to add additional safeguard measures subsequently, if found necessary, and to take action including revoking of the environment clearance under the provisions of the Environment (Protection) Act, 1986, to ensure effective implementation of the suggested safeguard measures in a time bound and satisfactory manner.
8. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department (if required), State Forest Department, Wildlife Act 1972 etc. shall be obtained by project proponents from the competent authorities.
9. A copy of the environmental clearance letter would be marked to the local NGO(s) for their information.
10. The project proponent should advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded environmental clearance and copies of clearance letters are available with the Maharashtra State Pollution Control Board and may also be seen on the website of the Ministry of Environment and Forests at <http://www.envfor.nic.in>. The advertisement should be made within 7 days from the day of issue of the clearance letter and a copy of the same should be forwarded to the Regional office of this Ministry at Bhopal.
11. These stipulations would be enforced among others under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and control of Pollution) act 1981, the Environment (Protection) Act, 1986 and the Public Liability (Insurance) Act, 1991.

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12. The project authority shall enter in to MOU with all buyers of the property to ensure operation and maintenance of the assets of the buildings.



**(K.C. RATHORE)**  
Additional Director (IA)  
rathore27@yahoo.com  
Tele: 24360789

Copy to: -

1. The Secretary, Department of Environment, Government of Maharashtra, New Administrative Building, 15<sup>th</sup> Floor, Opp. Mantralaya, Mumbai.
2. The Member Secretary, Maharashtra State Pollution Control Board, Kalptaru Point, 3<sup>rd</sup> Floor, Near Sion Circle Opp. Cine Planet Cinema, Sion(E), Mumbai.
3. The CCF, Regional Office, Ministry of Environment & Forests, Bhopal.
4. IA - Division, MOEF, New Delhi - 110001.
5. Guard file.

**(K. C. RATHORE)**  
Additional Director (IA)

**Government of Maharashtra**

21-III/2007-IA-III  
Environment department,  
Room No. 217, 2<sup>nd</sup> floor,  
Mantralaya Annexe,  
Mumbai 400 032  
Date: 16<sup>th</sup> December, 2014

To,  
M/s. Life Republic  
Village jambhe, Marunji, Nere,  
Tehsil Mulshi, Dist. Pune.

**Subject: Revalidation in Environmental clearance for township project "Life Republic" located at Village jambhe, Marunji, Nere, Tehsil Mulshi, Dist. Pune.**

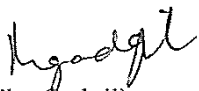
**Reference-** Even number environment clearance letter dated 6<sup>th</sup> September, 2007.

Sir,

This has reference to your communication on the above mentioned subject.

2. It is noted that, the proposal earlier considered by SEIAA & granted EC vide letter dated 6<sup>th</sup> September, 2007. The revalidation proposal of the EC was considered in the 74<sup>th</sup> SEIAA meeting. It was noted that, the earlier EC was issued under EIA Notification, 2006. As the Project Proponent had applied within validity period, SEIAA decided to extend the EC for further period of 5 years subject to condition that, this would be the last extension granted to the project.

Terms and conditions stipulated in even number environment clearance letter dated 6<sup>th</sup> September, 2007 remains the same.

  
(Medha Gadgil)  
Additional Chief Secretary,  
Environment department &  
MS, SEIAA

**Copy to:**

1. Shri. R. C. Joshi, IAS (Retd.), Chairman, SEIAA, Flat No. 26, Belvedere, Bhulabhai desai road, Breach candy, Mumbai- 400026.
2. Additional Secretary, MOEF, 'Paryavaran Bhawan' CGO Complex, Lodhi Road, New Delhi – 110510
3. Member Secretary, Maharashtra Pollution Control Board, with request to display a copy of the clearance.
4. The CCF, Regional Office, Ministry of Environment and Forest (Regional Office, Western Region, Kendriya Paryavaran Bhavan, Link Road No- 3, E-5, Ravi-Shankar Nagar, Bhopal- 462 016). (MP).
5. Regional Office, MPCB, Pune.
6. Collector, Pune
7. Commissioner, Municipal Corporation Pune
8. IA- Division, Monitoring Cell, MoEF, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi-110003.
9. Select file (TC-3)

(EC uploaded on 18/12/2014 )



Maharashtra Regional and  
Town Planning Act, 1966.

Notification under section  
20(4) of..

Regarding Regulations for  
Development of Townships in  
area under Pune Regional Plan.

### ANNEXURE-R-3

**GOVERNMENT OF MAHARASHTRA**  
Urban Development Department,  
Mantralaya, Mumbai 400 032.  
Dated 16 November, 2005.

#### NOTIFICATION

No. TPS 1804/Pune R.P.DCR/UD-13:

Whereas Government has sanctioned the Regional Plan for Pune District Region (hereinafter referred to as "the said Regional Plan") vide Notification No. TPS 1895/227/CR-26/95/UD-13, dated 25<sup>th</sup> November, 1997 as per the provisions of section 15 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the said Act") which has come into force with effect from 10/2/1998;

And whereas, Development Control Rules of the said Regional Plan does not contain the provisions for Special Township;

And whereas, Public Housing has been one of the major concerns of policy planning. It has been realised that there is a need to incentivise investment by private sector in development of housing. With this in mind, Government of India announced its policy to permit 100% direct foreign investment for development of integrated towns. Government of Maharashtra in collaboration with Maharashtra Economic Development Council had organised an International Infrastructure Summit in 2002. A concept paper was presented by the Urban Development, which was widely appreciated. Government of Maharashtra finally approved the Special Township Scheme in the year 2004. The idea is to promote private investment in housing sector to facilitate housing at reasonable prices and also to create a hassle free atmosphere for investors. The new policy has to form a part of the existing DCR of Municipal Corporation/Councils and Development Control Regulations for regional plan areas.

And whereas, accordingly, Development Control Regulations (DCRs) exclusively for Special Townships, (hereinafter referred to as "the said Regulations") have been prepared and it is proposed to incorporate the said Regulations, in the Development Control Regulations of all the Municipal Corporations, New Town Development Authorities, Special Planning Authorities, Municipal Councils (hereinafter referred to as "the said Authorities") and also in the Development Control Regulations of all the Regional Plans of the State, by taking recourse to procedure laid down in Section 37 and 20 (as the case may be) of the said Act thereby modifying the relevant Development Plan/Regional Plan in as much as Regulations thereof are concerned (hereinafter referred to as "the said modification").

And whereas, under the powers conferred by sub-section (3) of section 20 of the said Act, Government in Urban Development Department had published a notice No. TPB 4302/2080/CR-215/02/UD-11 dated 21/8/2004 (hereinafter referred to as "the said notice") which appeared in Maharashtra Government Gazette Part-I, Pune Division on 4/11/04 at pages 2209 to 2216 in respect of Pune Regional Plan to invite suggestions/objections from the general public on the said modification and appointed the Dy. Director of Town Planning, Pune Division, Pune as an Officer to hear the suggestions/objections which may be received and submit his report on the same to Government.

And whereas, thereafter the said Act has been amended to include the provision for Special Township Project vide Maharashtra Act No. XXIII of 2005 which appeared in Maharashtra Government Gazette (Extra Ordinary) dated 19/5/05;

And whereas, since the said notice published by the Govt. was prior to the amendment to the said Act, Government withdraw the same and published a fresh notice No. TPS 1804/Pune R.P.DCR/UD-13 dated 24/6/2005 regarding the said modification under sub-section (3) of section 20 of the said Act which appeared in Maharashtra Government Gazette Part-I, Pune Division on 25<sup>th</sup> June, 2005 at pages 13 to 20 to invite suggestions/objections from general public;

And whereas, after consulting the Director of Town Planning, Maharashtra State Pune and after making necessary enquiries the Govt. is of the opinion that the said modification proposal is necessary and should be sanctioned with some changes;

Now therefore, in exercise of the powers conferred by sub-section (4) of section 20 of the said Act, the Government hereby finally sanctions the said modification proposal with some changes to the said Regional Plan and for that purpose amends the Urban Development Department Notification No. TPS 1895/227/CR-26/95/UD-13 dated 25<sup>th</sup> November, 1997

**Note:-**

A) A copy of the sanctioned Regulations for Development of Special Township in area under Pune Regional Plan i.e. Schedule-A is kept open for inspection by the general public in the offices of the following officers for the period of one month:

- 1) Dy. Director of Town Planning, Pune Division, S.No. 74/2, 1<sup>st</sup> floor, Bank of Maharashtra Building, Sahakar Nagar, Pune 411 009.
- 2) The Collector, Pune.
- 3) Assistant Director of Town Planning, Pune Branch, 283, Narayan Peth, Pune 411 036.

B) This notification is also available on Govt. web site  
[www.urban.maharashtra.gov.in](http://www.urban.maharashtra.gov.in)

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



(Ramanand Tiwari)  
Principal Secretary to Government.

## SCHEDULE 'A'

REGULATIONS FOR DEVELOPMENT OF  
SPECIAL TOWNSHIPS IN AREA UNDER  
PUNE REGIONAL PLAN

## A. GENERAL REQUIREMENTS:

**1. APPLICABILITY:** These Regulations would be part of Development Control Regulations of sanctioned Regional Plan, Pune and applicable to the area under sanctioned Pune Regional Plan excluding the area under jurisdiction of Municipal Corporations, Municipal Councils, Cantonment Boards and Pimpri Chinchwad New Town Development Authority, Maharashtra Industrial Development Corporation, Eco-Sensitive area, if any declared by Government and Special Planning Authority, if any.

**1.1. AREA REQUIREMENT:** Any suitable area having sufficiently wide means of access (not less than 18 mt wide) can be identified for the purpose of development as 'Special Township'. The area notified under the Special Township shall be one continuous, unbroken & uninterrupted and in any case shall not be less than 40Ha (100 acres) at one place, which shall not include the area under notified forest, water bodies like river, creek, canal, reservoir, Tribal lands, lands falling within the belt of 500 mt. from the HFL of major lakes, lands in the command area of irrigation projects, land falling within the belt of 200 mt. from the historical monuments and places of Archeological importance, Archeological monuments, Heritage precincts and places, any restricted areas, notified National parks, existing and proposed industrial zone, goathan areas or congested areas. However, such special township may include private land under Hill-Tops and Hill-Slopes zones in Pune Metropolitan Region as well as Hill tops and hill slopes zones outside Pune Metropolitan Region, whether earmarked on Regional Plan or not and afforestation zones. The area of lands in such Hill-Tops and hill-slopes zones and afforestation zones shall be maximum 40% of the gross area and such area shall be included in part of 50% area to be kept permanently open where no development activity shall be permissible under such townships. The said areas shall be developed for tree plantation as per the norms specified, however, for the purpose of calculation of FSI, such areas shall be excluded.

**1.2. MANNER OF DECLARATION:** Any area identified above and if found suitable can be Notified by Government in Urban Development Department by following procedure under section 20 read with section 18 of the Maharashtra Regional and Town Planning Act 1966 and also in such other manner as may be determined by it for the purpose of development as 'Special Township Project'.

**1.3. INFRASTRUCTURE FACILITIES:** The entire Township should be an integrated one with all facilities within the boundaries of declared townships. All the on site infrastructure, i.e. roads, including R.P. roads, approach road, street lights, water supply and drainage system shall be provided and maintained in future by the developer till urban local body is constituted for such area and the developer shall also carry out

development of amenity or proposals, if any designated in the Regional plan, in accordance with the prevailing regulations:

- (a) **Water supply:** The developer shall be required to develop the source for drinking water (excluding the groundwater source) or secure firm commitment from any water supply authority for meeting the daily water requirement of minimum 140 litres per capita per day exclusive of requirement of water for fire fighting and gardening. The storage capacity of the same shall be at least 1.5 times of the actual required quantity as determined by expected population (Resident and Floating) and other uses. The developer would be required to develop proper internal distribution and maintenance systems and shall specially undertake rain water harvesting, groundwater recharging and waste water recycling projects within the Township.
- (b) **Drainage and Garbage disposal:** The developer shall make suitable and environment friendly arrangements for the disposal and treatment of sewage and solid waste as per requirements of Maharashtra Pollution Control Board. Recycling sewage for gardening shall be undertaken by the developer.  
The developer shall develop Eco-friendly garbage disposal system by adopting the recycling and bio-degradation system in consultation with Maharashtra Pollution Control Board.
- (c) **Power:** The developer shall ensure continuous and quality power supply to township area. The developer may draw the power from any existing supply system or may go in for arrangement of captive power generation with the approval from concerned authority. If power is drawn from any existing supply system, the developer shall before commencement of development, procure a firm commitment of power for the entire township from the power supply company.

**1.4. ENVIRONMENT:** The development contemplated in townships shall not cause damage to ecology. In no case it shall involve topographical changes, changes in alignment & cross section of existing water course if any in the scheme area or adjacent to scheme area. Environmental clearance shall be obtained from the Ministry of Environment and Forest, Government of India as per directions issued by the MOEF's notification dated 7<sup>th</sup> July 2004. The Township shall provide at least 20% of the total area as park/garden/playground as mentioned in 4(f) below, with proper landscaping and open uses designated in the Township shall be duly developed by owner/developer. This amenity shall be open to general public without any restriction or discrimination.

## 2. SPECIAL CONCESSIONS:

- (a) **N.A. Permission:** Non-agriculture permission will be automatic. As soon as the scheme is notified, lands notified under Special Township area as per 1.2 will be deemed to have been converted into non-agriculture and no separate permission is required. Non-agriculture assessment

however will commence from the date of sanction of scheme as per Regulation No. 7(C).

- (b) **Stamp Duty:** The stamp duty rates applicable in Notified Special Township area shall be 50% of prevailing rates of the Mumbai Stamp Act.
- (c) **Grant of Government Land:** Any Government land falling under Special Township area shall be leased out to the developer at the prevailing market rate on usual terms and conditions.
- (d) **Relaxation from Mumbai Tenancy and Agriculture Land Act:** The condition that only the agriculturist will be eligible to buy the agriculture land shall not be applicable in Special Township area.
- (e) **Ceiling of agriculture land:** There shall be no ceiling limit for holding agriculture land to be purchased by the owner/developer for such Special Township project.
- (f) **Exemption from Urban Land (Ceiling and Regulation) Act, 1976:** Special Township Projects shall be exempted from the purview of Urban Land (Ceiling and Regulation) Act, 1976.
- (g) **Scrutiny fee:** Special Township Project shall be partially exempted from payment of scrutiny fee being levied by the Collector/Planning Authority for processing the development proposal on certain terms and conditions as may be decided by the Collector/Planning Authority.
- (h) **Floating FSI:** There will be floating FSI in the township. Unused FSI of one plot can be used anywhere in the whole township.
- (i) **Special benefits/concessions in respect of Star Category Hotels, Hospitals and Multiplexes / Property Tax** shall be provided.

### 3. PLANNING CONSIDERATIONS :

The Township project has to be an integrated township project. The project should reasonably provide land for following uses -

- (a) Residential
- (b) Commercial
- (c) Educational
- (d) Amenity Spaces
- (e) Health Facilities
- (f) Parks, Gardens & Play grounds
- (g) Public Utilities

4. **GENERAL NORMS FOR DIFFERENT LAND USES :**

The overall planning of the special townships shall be such that the project fairly meets with the specifications spelt out in the prevailing planning standards approved by Government. Further, the planning of Special Township shall take care of following land uses in particular.

- (a) **Residential :** The residential area should be well defined in clusters or neighborhoods or in plotted development with proper road grid. Out of the total floor area proposed to be utilised which is permissible as proportionate to zoning of area under such township at least 60% of the area may be used for purely residential development, and further out of the total floor area proposed to be utilised for residential development, 10% of the same shall be built for residential tenements having built up area upto 40 sq.mt.
- (b) **Commercial:** The commercial area shall be properly distributed in hierarchical manner such as convenience shopping, community centre etc.
- (c) **Educational:** Comprehensive educational system providing education from primary to secondary should be provided as per the requirement. The area allocation should be on projected population base and as far as possible the educational complex should not be concentrated at one place. All such complexes should have area adequate allocation for playground. Minimum area required for educational purpose shall be as per prevailing planning standards.
- (d) **Amenity Spaces :** The area allocation for amenity space providing for amenities like market, essential shopping area, recreation centers, town hall, library etc should not be less than 5% of gross area and should be evenly placed.
- (e) **Health Facilities :** Adequate area allocation for health facilities for primary health should be provided for. Minimum area required for health facilities shall be as per prevailing planning standards.
- (f) **Parks, Gardens and Play grounds:** The township shall also provide at least 20% of the total area as parks/ gardens/play grounds. This should be exclusive of the statutory open spaces to be kept in smaller layout and should be distributed in all residential clusters. This 20% area should be developed by the developer for such purposes and kept open to all general public.
- (g) **Public Utilities :** Appropriate area allocation should be provided for (a) power receiving station/ sub station, (b) water supply system, (c) sewerage and garbage disposal system, (d) police station, (e) public parking, (f) cemetery/cremation ground, (g) bus station, fire brigade station, and other public utilities as per requirements.
- (h) **Transport and Communication :** The entire area of township shall be well knitted with proper road pattern taking into consideration the linkages with existing roads within the township and outside area as

well. All such roads shall be developed by the developer as per standard and road widths shall be as given below.

**Classified Road :** as prescribed.

Main road/Ring road - 18 to 24 meter wide.

Internal road - as per prevailing bye laws applicable to Regional Plan subject to minimum road width of 9 mt.

(f) **Service Industries** in the Special Township area, lands required for commercial uses, industrial uses, permissible in residential user, may also be earmarked. However, the predominant land use would be residential use.

**Notes :-**

- I. All the amenities referred to above shall be inclusive of designated amenities and Amenity space required as per regulations of Regional Plan.
- II. Regional Plan roads in the township area shall be developed and maintained by developer, and the same shall be always open for general public without any restrictions there upon.
- III. Minimum parking shall be provided as per standardised DCR of 'A' Class Municipal Council provided that for hotel, restaurant, college, school, educational institute, educational classes, hospitals, polyclinics and diagnostic centres, offices, mangal Karyalaya, town hall, clubs, etc. onsite parking shall be provided. For buildings having mixed users in addition to the regular parking area as mentioned above a space of 3.0 mt wide strip along the road on front/side shall be provided for visitor's parking.

## 5. DEVELOPMENT CONTROL REGULATIONS

Prevailing Development Control Regulations of sanctioned Regional Plan shall be applicable mutadis muntadis except those expressly provided in these Special Regulations.

### 5.1. Special Township in Residential, Residential with Agricultural/No Development Zone:-

(f) The total built up area/FSI of entire gross area of the Special township in Residential Zone will be 1.00. The FSI for Agriculture/No Development Zone if any included in Special Township shall be 0.5. Total FSI in the Township will be in proportion to areas of different zones. There will be no limit of total built up area / FSI for the development of individual plots. Height of building shall be as per prevailing Bye laws as specified in Regional Plan. However, it may be increased subject to provisions of fire fighting arrangements with prior approval of Fire Advisor, Government of Maharashtra.

## 5.2. SPECIAL TOWNSHIPS IN AGRICULTURE / NO DEVELOPMENT ZONE:

- (i) Development of Special Township Project in Agricultural / No Development Zone, Green Zone and Urbanizable Zone, contained in the Regional plan shall be permissible subject to conditions that 50% of the gross area of the project shall be kept open while the project of Special Township shall be executed on the remaining 50% land with gross built up area / FSI of 0.50 worked out on the entire gross area of the project. Further, while developing such projects, it would be obligatory on the part of the developer to provide and develop all the infrastructure facilities including sites required for public purposes as per the prescribed planning norms. As regards 50% of land which is required to be kept open, the same shall be made free of encumbrances and no development except town level open amenities shall be permissible thereon.
- (ii) All provision of Regulations except 4(f) shall apply to the development of Township in Agriculture/ No Development Zone.
- (iii) In case area Notified under Special Township falls in Residential Zone and partly in Agriculture/ No Development Zone the provisions applicable to such scheme shall be proportionate to the area under the respective zoning, as per sanctioned Regional Plan.

- 5.3 (i) In every Special Township proposal the structural designer of developer has to submit declaration with project report to Collector / Planning Authority about the construction of building as below:

'I have confirmed that the proposed construction in the scheme are as per norms as specified by Indian Standards Institute, for the resistance of earth-quake fire safety & natural calamities'.

(ii) Upper and lower ground floor type construction shall not be allowed.

(iii) The following shall not be included in covered area for built up area and F.S.I. calculations.

- a) Area covered by the staircase rooms for stair flights of width 0.75 m. & above, in case of row housing & pent houses and duplexes, 1 mt. in case of residential building, 1.2 mt. & above in case of commercial (mercantile) buildings, 2.00 mt. & above in the case of public & semi-public building, subject to payment of premium in consultation with Town Planning & Valuation Department.
- b) Area covered by lift room for a building with height upto 16 mt.
- c) Stilt floor space (exclusively for parking space) constructed under building of maximum cleared height 2.4 mt. and which shall be open atleast from three sides.
- d) Balcony or balconies of a minimum width of one mt. may be permitted free of F.S.I at any upper floor, subject to maximum of 1/3<sup>rd</sup> length of

perimeter of building and such balcony projection shall be subject to the following conditions :

- I) No balcony shall be allowed on ground floor.
  - II) Balcony or balconies shall be permitted to project in the marginal open space of not less than 3 mt. in width.
  - III) Notwithstanding anything contained in any other laws, rules, regulations or bye-laws in force, a balcony shall not be permitted to be enclosed.
- (v) In special Township schemes under Residential zone and No Development Zone trees at the rate of minimum 150 trees per ha. and 400 trees per ha. respectively shall be planted and maintained by the developer.
- (vi) Once the proposal for special Township is submitted to the Government under Regulation No. 7(A) no change of zone proposal in such Township area shall be considered by Government.

6. **SALE PERMISSION** : It would be obligatory on the part of the developer firstly to provide for basic infrastructure and as such no permission for sale of plot/ flat shall be allowed unless the basic infrastructure as per Regulation no. 1-3 is completed by the developer to the satisfaction of the Collector. In case the development is proposed in Phases & sale permission is expected after completion of Phase wise basic infrastructure, such permission may be granted by the Collector. Before granting such sale permission, Developer has to submit undertaking about the basic infrastructure to be provided & completed phase wise by Developer. The plots earmarked for amenities, facilities, and utilities shall be also simultaneously developed phase wise along with residential/ allied development.

## 7. PROCEDURE

(A) **Locational Clearance** : The proposal for development of Special Township, alongwith details of ownership of land or Development rights of lands in the proposal scheme, site plan, part plan of sanction regional plan, shall be submitted to Government in Urban Development Department alongwith a copy to Director of Town Planning Maharashtra State, Pune Environment Department of Maharashtra State, Irrigation Department for grant of locational clearance. Upon receipt of such proposal depending upon the merits of the case, locational clearance may be granted by Government. u/s 18/2 of MR&TP Act, 1966 in consultation with the Director of Town Planning and Environment Department and other respective departments of the state Government within a period of 90 days from the date of receipt of the proposal & after completion of all prescribed procedure specified in Regulation No. 1.2 above and compliance of any such document as may be required by Government. This locational clearance will be valid for one year from the date of issue and if within such period the letter of intent and final approval is not taken or not applied for, such clearance/approval will stand lapsed unless it is renewed by Govt. for sufficient reasons. Application for renewal has to be made to Govt.

before expiry of one year. In that case these special Regulations shall not be applicable to the area under such scheme.

(B) **Letter of intent** : Upon receipt of locational clearance from the Government, the developer shall submit the proposal in respect of Special Township to Collector, Pune alongwith the Environmental Clearance as mentioned in Regulation No.1.4 for issue of letter of intent. The proposal shall contain ownership rights/development rights, document in respect of at least 50 % of area under scheme and other particulars as decided and directed by Collector, Pune. Details of qualified technical staff and consultant in technical and law field. Letter of intent shall be issued within a period of 45 days from the date of receipt of the completed full & final proposal. The letter of intent shall be valid for six months unless renewed.

(C) (i) **Final Approval** : The Developer shall submit the layout plan of the entire township area sector wise detailed building plans and details of phasing, for final sanction to the Collector, Pune. The developer shall also submit an undertaking and execute an agreement about development and maintenance of basic infrastructural amenities in future with bank guarantee of 15% of its development costs. The Collector Pune shall conduct proper enquiry and ensure the correctness of title and ownership etc. Only after such verification Collector Pune shall grant approval to layout plan and sector wise detailed building plan in consultation with Deputy Director of Town Planning, Pune Division, Pune within the stipulated period on terms and conditions as may be determined by Collector & Deputy Director of Town Planning, Pune Division, Pune.

The period required by the Collector for Technical consultation with Deputy Director of Town Planning, Pune Division, Pune shall not be computed.

Any one aggrieved by an order passed under prevailing Byelaws may within forty days of the date of communication of the order prefer an appeal to the Director of Town Planning, Maharashtra State, Pune. The appeal shall be cleared within 60 days.

(ii) Every application shall be accompanied by

- (a) **Ownership Document** : 7/12 extract/ Property Card, ownership right Document in original with list of such documents.
- (b) **Extent** : Village maps showing the extent of area and authenticated measurement plan/ gut book of the land in original and list of such documents.
- (c) **Authenticated copies of locational clearance and letter of intent, Environmental clearance whether applicable.**

- (d) **Layout and building plans:** i) **Layout plan showing all details of area utilized under roads, open spaces for parks, garden and playground amenities.**  
*(Prepared and signed by experts in respective field and team headed by an Architect/Town Planner)*
- ii) **Detail layout plan, building plans of all development with area of all sector and individual plots and built up area/FSI proposed on each sector and plot.**
- iii) **Detail Report comprising of expected population, requirement of amenities and proposed amenities with reference to prevailing planning standards approved by Government and sources of all basic amenities and its details about implementation and maintenance & Taxes.**
- iv) **Details of zoning of all area included in the scheme boundary as per sanctioned Regional Plan and area under such zone.**
- v) **Details of FSI/Total built up area proposed to be utilized in scheme.**
- vi) **Details of Eco friendly amenities provided**
- vii) **Plan showing Road hierarchy and road widths, pedestrian facility, street furniture, plantation, side walk, subways with area details.**
- viii) **Details of solid waste management plan.**
- ix) **Plan showing HFL of major lakes, river if any certified by Irrigation Department.**
- x) **Plan showing details of distribution of total floor area/space.**
- xi) **Plan showing water supply distribution system, including reservoirs,**

recycling system, details of rainwater harvesting system.

xii) Details of storm water drainage scheme.

xiii) Details of fire fighting mechanism, fire brigade station.

xiv) All other documents as determined and directed by Collector, Pune.

Note: The above prescribed periods shall be computed after compliance of all the requirements listed above and any other additional information called for from the owner/developer by the Government / Collector.

**8. Implementation & completion :**

i) Development of Basic infrastructure & amenity shall be completed by the developer to the satisfaction of the Collector as per phases of scheme. Development of the scheme shall be completed within 10 years from the date of final sanction to the layout plan of scheme.

ii) No building in the scheme is permitted to be occupied in any manner unless occupation certificate is issued by Collector, in consultation with local Branch officer of Town Planning & Valuation Department.

iii) Final completion certificate for the scheme is to be issued by Collector in consultation with local Branch officer of Town Planning And Valuation Department, Maharashtra Pollution Control Board, Forest Department as far as tree plantation is concerned

and fire officer of state Government.

iv) Application for occupation certificate or final completion certificate shall be submitted alongwith a declaration and undertaking by the developer and his structural consultant, Architect Town Planner as follows:

- i) We confirm that all buildings constructed in the scheme area are as per norms as specified by Indian Standard Institute for the resistance of earthquake, fire safety and natural calamities.
- ii) Work is done as per sanctioned plan.
- iii) Builtup area and FSI consumed in scheme is as per sanctioned plan.
- iv) No balcony is enclosed.
- v) If it is found that extra built up area/FSI is consumed in the scheme at any time, it shall be demolished by developer at his own cost as directed by Collector, Pune.

**9. Interpretation:** If any question or dispute arises with regard to interpretation of any of these regulations, the matter shall be referred to the State Government. The Government after considering the matter and,

if necessary, after giving hearing to the parties, shall give a decision on the interpretation of the provisions of the Regulations. The decision of Government on the interpretation of these Regulation shall be final and binding on all concerned.



(Ramanand Tiwari)  
Principal Secretary to Government.

राज्यातील विशेष नियोजन प्राधिकरणे तसेच क्षेत्र विकास प्राधिकरणे यांच्या नियमावलीत एकात्मिकृत नगरवसाहत प्रकल्पासाठीचे सुधारित विनियम समाविष्ट करण्यासाठी महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम, १९६६ चे कलम ३७ (१ क क) (ग) अन्वये मान्यता.

महाराष्ट्र शासन  
नगर विकास विभाग,  
मंत्रालय, मुंबई-३२.

शासन सूचना क्रमांक : टिपीएस-१८१६/प्र.क्र.३६८(भाग-१)/१५/३७ (१ कक) (ग) /वियो/नवि-१३  
दिनांक : ०८/०३/२०१९

सोबतची शासकीय अधिसूचना महाराष्ट्र शासन असाधारण राजपत्रामध्ये राज्यस्तरावर मध्यवर्ती पुरवणीमध्ये प्रसिध्द करण्यात यावी.

महाराष्ट्राचे राज्यपाल यांचे आदेशानुसार व नांवाने,



(श्री. दि. लांडगे)  
सह सचिव, महाराष्ट्र शासन

प्रत:-

- १) मा.मुख्यमंत्री महोदयांचे सचिव, मंत्रालय, मुंबई.
- २) मा.राज्यमंत्री (नवि) महोदयांचे खाजगी सचिव, मंत्रालय, मुंबई.
- ३) मा. प्रधान सचिव (नवि-१) नगर विकास विभाग, महाराष्ट्र राज्य, मंत्रालय, मुंबई.
- ४) मा. सह सचिव तथा संचालक, नगर विकास विभाग, मंत्रालय मुंबई

प्रति उचित कार्यवाही करीता:-

- १) संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे.
- २) महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, मुंबई/ पुणे/नाशिक/नागपूर/औरंगाबाद.
- ३) सह संचालक, नगर रचना, पुणे/कोकण/नाशिक/अमरावती/नागपूर/औरंगाबाद विभाग,
- ४) विभागीय आयुक्त, पुणे/कोकण/नाशिक/अमरावती/नागपूर/औरंगाबाद विभाग
- ५) व्यवस्थापकीय संचालक, सिडको / एमएसआरडीसी, मुंबई.
- ६) व्यवस्थापक, मध्यवर्ती मुद्रणालय, चर्नी रोड, मुंबई.

(सोबतची शासकीय अधिसूचना महाराष्ट्र शासनाच्या असाधारण राजपत्र मध्यवर्ती विभागामध्ये राज्यस्तरावर प्रसिध्द करुन त्याच्या प्रत्येकी २५ प्रती या विभागास, पाठवाव्यात.)

- ७) कक्ष अधिकारी (नवि-२९) नगर विकास विभाग, मंत्रालय, मुंबई - सदरची सदर अधिसूचना या विभागाच्या संकेतस्थळावर प्रसिध्द करणेत यावी.
- ८) कक्ष अधिकारी, माहिती व तंत्रज्ञान विभाग, मंत्रालय, मुंबई.  
सदर अधिसूचना शासनाच्या वेबसाईटवर प्रसिध्द करावी.
- ९) कार्यासन अधिकारी, नवि-९/११/१२/३०
- १०) निवडनस्ती (नवि-१३).

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अधिसूचना

महाराष्ट्र शासन  
नगर विकास विभाग  
मंत्रालय, मुंबई-३२  
दिनांक : ०८/०३/२०१९

महाराष्ट्र  
प्रादेशिक  
नियोजन व  
नगर रचना,  
अधिनियम,  
१९६६

क्रमांक:- टिपीएस-१८१६/प्र.क्र.३६८(भाग-१)/१५/३७ (१ क क) /वियो/नवि-१३ - ज्याअर्थी, शासनाच्या नगर विकास विभागाने, स्थानिक नियोजन प्राधिकरणांच्या व नियोजन प्राधिकरणांच्या (विशेष नियोजन प्राधिकरणासहीत) (यापुढे ज्यांचा उल्लेख "उक्त नियोजन प्राधिकरण" असा करण्यात आला आहे) विकास योजनांना त्यांच्या विकास नियंत्रण नियमावलीसह महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम, १९६६ च्या (यापुढे ज्याचा उल्लेख "उक्त अधिनियम" असा करण्यात आला आहे) कलम ३१ अन्वये वेळोवेळीच्या अधिसूचनांद्वारे (यापुढे ज्याचा उल्लेख "उक्त अधिसूचना" असा करण्यात आला आहे) मंजूरी दिली आहे;

आणि ज्याअर्थी, उपलब्ध जमिनीचा तिच्या कमाल विकसन क्षमतेनुसार उपयोग करून घेणे, बाजारामध्ये किफायतशीर घरांचा पुरवठा वाढविणे, नगर वसाहत प्रकल्पाच्या माध्यमातून शासनास कोणताही खर्च न करता स्मार्ट सिटी सारख्या समृद्ध वसाहती विकसित होणेकरीता, तसेच प्रकल्पाकरीता विनियमामध्ये व कार्यपध्दतीमध्ये स्पष्टता आणणे याकरीता विशेष नगर वसाहतीचे धोरण यापूर्वी शासनाने सन २००६ मध्ये तयार करून ते उक्त नियोजन प्राधिकरणांच्या विकास नियंत्रण नियमावलीमध्ये समाविष्ट केलेले आहेत (यापुढे ज्याचा उल्लेख "विशेष नगर वसाहतीचे विनियम" असा केला आहे);

आणि ज्याअर्थी, उक्त विशेष नगर वसाहतीच्या विनियमामध्ये शासनाने वेळोवेळी बदल केलेले आहेत;

आणि ज्याअर्थी, विशेष नगर वसाहत हा शब्दप्रयोग बदलून एकात्मिक नगर वसाहत असा करण्यासाठी महाराष्ट्र अधिनियम ४३ / २०१४ नुसार उक्त अधिनियमामध्ये दि.२२/०४/२०१५ पासून बदल करण्यात आलेला आहे (यापुढे ज्यांचा उल्लेख "उक्त एकात्मिक नगर वसाहत" असा उल्लेख करण्यात आलेला आहे);

आणि ज्याअर्थी, उपलब्ध जमिनीचा तिच्या कमाल विकसन क्षमतेनुसार उपयोग करून घेणे, बाजारामध्ये किफायतशीर घरांचा पुरवठा वाढविणे तसेच प्रकल्पाकरीताच्या सध्याच्या विनियमामध्ये व कार्यपध्दतीमध्ये स्पष्टता आणणे याकरीता विशेष नगर वसाहतीचे धोरणामध्ये सुधारणा करणे आवश्यक असल्याचे शासनाचे मत झाले आहे.

आणि ज्याअर्थी, उपरोक्त बाबी विचारात घेतल्यानंतर शासनाने प्रस्तावित केलेल्या एकात्मिक नगर वसाहतीच्या सुधारित धोरणास दि.१४/०२/२०१८ रोजीच्या मा.राज्य मंत्रिमंडळ बैठकीमध्ये मान्यता दिल्यानुसार उक्त नियोजन प्राधिकरणांच्या विकास नियंत्रण नियमावलीमध्ये असलेले सध्याचे विद्यमान विशेष नगर वसाहतीचे विनियम बदलून त्याऐवजी उक्त एकात्मिक नगर वसाहतीचे सुधारित विनियम नव्याने समाविष्ट करणे आवश्यक झाले असून त्याकरीता उक्त नियोजन प्राधिकरणांच्या विकास नियंत्रण नियमावलीमध्ये समाविष्ट करणे आवश्यक आहे असे शासनाचे मत झाले आहे (यापुढे ज्याचा उल्लेख "प्रस्तावित फेरबदल" असा करण्यात आला आहे.);

आणि ज्याअर्थी, उक्त प्रस्तावित फेरबदलाचा अंतर्भाव उक्त नियोजन प्राधिकरणांच्या विकास नियंत्रण नियमावलीमध्ये समाविष्ट करण्याकरीता सार्वजनिक जनहित लक्षात घेता, अधिनियमाचे कलम



३७ (१ क क) अन्वये शासनस्तरावरून हरकती मागविण्यासाठी सूचना प्रसिध्द करणे आवश्यक आहे, असे शासनाचे मत झाले आहे;

आणि ज्याअर्थी, उक्त अधिनियमाच्या कलम ३७ (१ क क) अन्वये प्रदत्त असलेल्या अधिकारानुसार शासनाने" प्रस्तावित फेरबदल "प्रस्तावासंदर्भात आम जनतेकडून सूचना / हरकती मागविण्यासाठी नोटीस क्र. टिपीएस-१८१६/ प्र.क्र.३६८ (भाग-१) /१५ / ३७ (१कक) / वि.यो./ नवि-१३, दि.२२/०३/२०१८ रोजी प्रसिध्द केले असून याबाबतची सूचना दि.२६ मार्च २०१८ रोजीच्या महाराष्ट्र शासन राजपत्र असाधारण भाग-१-मध्य उप विभाग पृ. क्र. १ ते ३३ वर प्रसिध्द झाली आहे आणि उक्त फेरबदलाबाबत नोटीस प्रसिध्दीनंतर प्राप्त होणाऱ्या सूचना /हरकतीवर संबंधितांना सुनावणी देण्याकरीता व शासनास अहवाल सादर करण्यासाठी संबंधित विभागाच्या विभागीय सह संचालक, नगर रचना यांना उक्त अधिनियमाचे कलम १६२ अन्वये प्राधिकृत करण्यात आले होते. (यापुढे ज्याचा उल्लेख" उक्त नियुक्त अधिकारी "असा करण्यात आला आहे) ;

आणि ज्याअर्थी, उक्त नियुक्त अधिकारी यांनी वैधानिक कार्यवाही पूर्ण करून उक्त फेरबदल प्रस्तावाबाबत त्यांचा अहवाल पत्र क्र .७६३, दि.११/०७/२०१८, ५५७० दि.०६/०७/२०१८, १४६०, दि.२७/०८/२०१८, ११०५ दि.१०/०९/२०१८, १५८६ दि.०९/१०/२०१८, २१३३ दि.२८/१२/२०१८ अन्वये सादर केले असून त्यावर संचालक, नगर रचना ,महाराष्ट्र राज्य ,पुणे यांनी पत्र क्र.१०७२ , दि.२७/०२/२०१९ अन्वये अभिप्राय सादर केले आहेत;

आणि ज्याअर्थी, उक्त नियुक्त अधिकारी यांचे अभिप्राय विचारात घेतल्यानंतर आणि संचालक, नगर रचना महाराष्ट्र राज्य, पुणे यांचा सल्ला घेतल्यानंतर उक्त फेरबदल मंजूर करणे आवश्यक असल्याचे शासनाचे मत झाले आहे;

त्याअर्थी, उक्त अधिनियमाच्या कलम ३७(१ क क) (ग) अन्वये प्रदत्त असलेल्या अधिकाराचा वापर करून शासन याद्वारे उक्त फेरबदल प्रस्ताव नगरपरिषदा/महानगरपालिका यांचेकरीता स्थगित ठेवून उर्वरित विशेष नियोजन प्राधिकरणे / क्षेत्र विकास प्राधिकरणे यांचेकरीता सोबतच्या अनुसूची-अ मध्ये सविस्तर वर्णन केल्याप्रमाणे एकत्मिकृत नगर वसाहतीचे सुधारीत नियमास काही सुधारणासह अंतिम मंजूरी देत आहे.

प्रस्तुत फेरबदलाची अधिसूचना त्यासोबतच्या अनुसूची-अ सह नागरिकांच्या अवलोकनार्थ कामकाजाच्या दिवशी कार्यालयीन वेळेत खालील कार्यालयात उपलब्ध राहिल:-

- १) संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे,
- २) सह संचालक, नगर रचना, पुणे/कोकण/नाशिक/अमरावती/नागपूर/औरंगाबाद विभाग,
- ३) महानगर आयुक्त, मुंबई महानगर प्रदेश क्षेत्र विकास प्राधिकरण, मुंबई/ महानगर आयुक्त, महानगर प्रदेश विकास प्राधिकरण, पुणे/नाशिक/नागपूर/औरंगाबाद.

सदरहू सूचना शासनाच्या [www.maharashtra.gov.in](http://www.maharashtra.gov.in) (कायदे / नियम) या संकेतस्थळावर प्रसिध्द करण्यात आली आहे,

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,



(रा.म.पवार)

अवर सचिव, महाराष्ट्र शासन

NOTIFICATION

Government of Maharashtra  
Urban Development Department  
Mantralaya, Mumbai-400 032.  
Dated : 08/03/2019

**Maharashtra  
Regional and  
Town  
Planning  
Act, 1966**

**No. TPS-1816/CR-368/16/Part-I/DP-ITP/UD-13:-** Whereas, the Government has sanctioned various Development Plans (hereinafter referred to as 'the said Development Plans') along with their Building Bye-laws and Development Control Regulations (hereinafter referred to as 'the said Development Control Regulations') for **All Local Authorities and Planning Authorities including Special Planning Authorities** (hereinafter referred to as 'the said Planning Authorities') under the provisions of the **Maharashtra Regional & Town Planning Act, 1966** (hereinafter referred to as 'the said Act')

And whereas public housing has been one of the major concern of Policy Planning. It has been realised that there is a need to incentivise investment by private sector in development of housing. Considering this, the Government of Maharashtra earlier finalized the Special Township Policy (herein after referred to as the "said STP Policy") in the year 2006 and subsequently the provision for implementation of the said STP policy (herein after referred to as the "said STP Regulations") has been included in the respective Development Control Regulations of the said Planning Authorities;

And whereas, Government has made subsequent amendments in the said STP Regulations from time to time;

And whereas, the words Special Township Project are replaced by an Integrated Township Project by the amendment made in the said Act vide Maharashtra Act 43 of 2014 with effect from 22/04/2015 and henceforth referred to as an Integrated Township Project (herein after referred to as the "said ITP");

And whereas, it is under consideration of the Government that the present said STP Regulations will be modified substantially in order to utilise the maximum development potential of land, to increase the supply of affordable houses in the market and to bring clarity / simplification in the process of approval;

And whereas, in view of the above and after decision of the State Cabinet dated 14/02/2018, the Government is of the opinion that the said existing STP Regulations of the said Planning Authority should be replaced by the new set of **Revised ITP Regulations** appended herewith in **Annexure-B** (herein after referred to as the said "**Proposed Modification**");

And whereas, the Government, found it expedient in the public interest to take recourse of the provision contained in Section 37(1AA)(a) of the said Act to incorporate the said **proposed modification** in DCR of the said planning authorities;

And whereas in exercise of the power conferred by subsection (1AA) of section 37 of the said Act and all powers enabling it in that behalf, the Government of Maharashtra in Urban Development Department has Published a Notice No. TPS-1816/C.R.368/16/Part-I/DP-ITP/UD-13, dt-22.03.2018. (hereinafter referred to as "the said Notice") regarding the proposed modification which has appeared in Maharashtra Government Gazette Extra Ordinary Part-I Central Sub Division dt. 26<sup>th</sup> March , 2018 on page No.1 to 33 for inviting suggestion /



10/11/19

objection from the general public and appointed concerned Divisional Joint Director of Town Planning who is hereby authorised as an Officer under section 162 of the said act on behalf on Government. (Hereinafter referred to as the "said Officer.")

And whereas, after completing all the legal procedure as mentioned in the said Act, the said Officer has submitted his report to the Government regarding the said proposed modification vide letter No.763 dated the 11/07/2018, 5570 dated 06/07/2018, 1460, dated 27/08/2018, 1105 dated 10/09/2018, 1586 dated 09/10/2018, 2133, dated 28/12/2018 and the Director of Town Planning M.S.Pune has submitted his report on the said proposed modification vide their letter No. 1072, Dated 27/02/2019;

And whereas, after considering the report of the said Officer and after making necessary inquiries and also consulting the Director of Town Planning, Maharashtra State, the Government is of opinion that the said modification should be sanctioned with certain changes :

Now therefore, in exercise of the power conferred by subsection (1 AA) (C) of section 37 of the said Act, Government hereby accords sanction to the proposed modification with certain changes and replaces all the said existing Regulations for Development of integrated Township Project for Special Planning Authorities / Area Development Authorities excluding Municipal Councils and Municipal Corporations (Kept in abeyance) by the new set of Special Regulation for Development of Integrated Township Project appended here with in 'Annexure-A'

This notice shall be kept open for inspection to the general public in the following offices for the above period on all working days.

- (i) Director of Town Planning, Central Building, Pune;
- (ii) Joint Director of Town Planning, Pune, Nashik, Nagpur, Konkan Aurangabad, Amravati Division;
- (iii) Metropolitan Commissioner , Metropolitan Authority, Pune/Nagpur/Nashik/Aurangabad

This Notice shall also be published on the Government website [www.maharashtra.gov.in](http://www.maharashtra.gov.in) (कायदे / नियम).

By order and in the name of Governor of Maharashtra,



(R.M. Pawar)

Under Secretary to Government

**Accompaniment to the Government in Urban Development Department Notification bearing No.TPS-1816/CR-368/16/UD-13, dated 08/03/2019.**

**REGULATION FOR DEVELOPMENT OF 'INTEGRATED TOWNSHIP PROJECT (ITP)**

**1. Applicability :-**

These regulations shall be applicable to the areas under Development Plans in jurisdiction of SPAs and ADAs within Regional Plan / Development Plan sanctioned under the provisions of Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the said Act").

These Regulations shall come into force with effect from the date on which the final notification has published in the official Gazette.

Provided that, if the Development Control Regulations regarding development of Integrated Township Project for an area over which a Planning Authority/Special Planning Authority/Area Development Authority has been appointed or constituted or deemed to have been appointed are yet to be sanctioned, then in considering the application for permission, these regulations, shall be applicable, mutatis mutandis, till such Authority adopts the Regulations in this regard.

If the ITP falls within the jurisdiction of more than one authority then in such cases Government can issue directives at the time of Locational Clearance or at any time regarding which authority will give permission and supervise the project subject to terms and conditions as may be specified.

**2. Requirements of Site:-**

The area proposed for Integrated Township shall fulfill the following requirements:-

- i) Any suitable area having area of 40 hect. (100 Acres) or more at one place.
- ii) The area shall be one, contiguous, unbroken and uninterrupted. Provided that, such area if divided by one or more water courses (such as nalas, canals, etc.), existing or proposed roads of any width or by railways, pipeline etc., shall be treated as one, contiguous, unbroken and uninterrupted, subject to condition that the Project Proponent/s shall construct necessary connecting roads or bridges as per site requirements at his own cost with due permission from concerned authorities. Integrated Township area may also include;
  - a) Lands in afforestation zone provided that such land is not a forest land and subject to no construction being allowed on land having slope more than 1:5.
  - b) Lands within the buffer zone of National Park subject to restriction on development permissible in such buffer zone and subject to NOC of Forest Department.
  - c) Tribal land subject to permission granted under MLR code, Government lands allotted to project proponent subject to clause 13.2.
  - d) Private forest land that have been restored back after completion of section 22(a) Enquiry of Maharashtra Private Forest Act, 1975 shall be allowed to be part of the ITP with the condition that development permission shall be granted on such land only after necessary permission under the provision of Forest Conservation Act, 1980.
  - e) Buffer zone of Eco-sensitive Zone notified subject to all restriction on development and FSI permissible in such buffer zone.



- f) Areas under flood line / flood zone subject to clearance from Water Resource Department.
- g) Areas under Hill Top / Hill Slope Zone, and b, e, f mentioned above as shown on Regional Plan/Development Plan subject to condition as mentioned in Clause 7.1.3. However total of these areas shall be restricted to maximum 40% of total area under ITP.
- iii) If the Integrated Township area is more than 200 Ha., it can be segregated as long as each parcel is more than 40 Ha. and is located within a radius of 5 kms. Provided that the land use mix is maintained in each parcel.
- iv) The area shall have an access by means of an existing, or proposed road having minimum width of 18 mt. In case of proposed road, such area shall have an access by existing road having width 12 mt. for the purpose of declaration locational clearance and LoI of such project but it is necessary for the project proponent to have an existing access of 18 mt. before sanction of Commencement Certificate to the FSI beyond 25% of project. Provided that Government land or land belonging to tribles can be considered for the purpose of road if there is a registered Agreement. However development permission shall be granted only after due permission of appropriate authority is given.
- v) The ITP Area shall not include the area under:-
- Notified forest, (excluding the private forest land subject to NOCs of forest Department.)
  - Water bodies like river, creek, canal, reservoir, etc. Mangroves, Tidal Zone, Mud Flats
  - The area under Notified National Parks.
  - Defense Estates
  - Cantonment Boards
  - Any restricted area.
  - Quarry Zone, Notified SEZ, designated port/harbour areas, wildlife corridor and biosphere reserves, Gaathan/Congested Area.
  - The historical and archeological places notified under the relevant act.
  - Any other area that may be declared by the Govt. of Maharashtra from time to time.

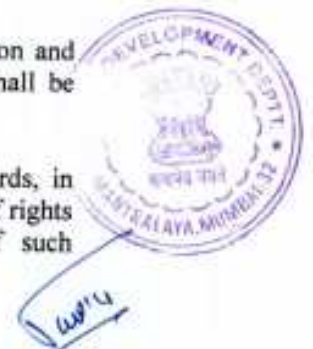
### 3. Ownership of Lands:-

The project proponent/s shall have the ownership of all the land parcels under project. (Explanation - for this clause, ownership includes rights accrued vide one or more registered Development Agreement/s or Power of Attorney (PoA) for such development and disposal, on behalf of land owner/owners).

### 4. Permission and Declaration of Project by State Government:-

4.1 The Project Proponent/s shall apply to the State Government for obtaining permission and declaration of such project to be a "Integrated Township Project". Such application shall be accompanied by the following attested documents in two sets:-

- Details of ownership of land viz. extracts of V.F.No. 7/12 or Property Register Cards, in original having date not more than six months prior to the date of submission. In case of rights accrued through registered Development Agreement or PoA, attested copies of such documents.



- b) Self-attested list of S.No./G.No./CTS showing name of owner as per record of rights, total area of such land parcel, area owned by the applicant in such land parcel, the name of person/ company owning the Development Rights, area proposed to be included in project from such land parcel.
- c) Part plan of sanctioned Regional Plan, showing all the lands falling in the project.
- d) No Objection Certificate from the officer at Divisional level, Water Resources Department in respect of lands falling in "Command Area" of any Irrigation Project unless these powers are exercisable by the higher authority.
- e) Village maps showing the lands falling in the project.
- f) Certificate from concerned Forest Officer not below the rank of Dy. Conservator of Forests at Divisional level (unless these powers are exercisable by higher authority), showing that the lands under project do not form part of and not included in reserved forest or protected forest or non-classified forest or not acquired under the provisions of the Maharashtra Private Forest (Acquisition) Act, 1975 and also, confirming that such lands do not form part of the Notified National Parks, prohibited area of Notified Wildlife Sanctuaries and Notified Bird Sanctuaries.
- g) Certificate from the concerned revenue officer not below the rank of Tahasildar, showing the lands under project do not include lands belonging to tribal or that tribal land included in ITP have necessary permission under MLR code.
- h) Certificate from the Director of Archaeological Department, Maharashtra State, showing that the lands under project do not include monuments notified by the Archaeological Department, Heritage buildings and Precincts. Such certificate should also mention the distance to be kept around such places, if any.
- i) Receipt of processing fee (non-refundable) paid, at the concerned branch office of the Town Planning Department, at the rate of Rs.5000/- per ha. for the current year with the yearly rise of Rs.500/- per ha. starting from the month of January every year.

4.2 On receipt of an application under Clause 4.1 above, the Government may, after consulting the Director of Town Planning, Maharashtra State, by notification in the Official Gazette, grant the Locational Clearance and declare such project to be a "Integrated Township Project", subject to such general and/or special conditions or, reject the application, under the provisions of Section 18(3) or 44(2) of the said Act, as the case may be within a period of 90 days from the date of receipt of application or reply from the Project Proponent/s in respect of any requisition made by the Government, whichever is later. If the project proponent fails to comply with the conditions specified while granting location clearance within the specified time limit, then in such cases location clearance given earlier stands automatically cancelled and no refund or adjustment of premium / fees / expenses etc. shall be eligible.

**(Explanation -** In circumstances described in Clause 4.2, such grant of permission and declaration of project shall be made under the provisions of Section 18(3) read with section 44(2) of the Maharashtra Regional and Town Planning Act, 1966 )

4.3 Every such permission and declaration shall remain in force for a period of two years, if not applied for Letter of Intent under Clause 5, from the date of issue of Locational Clearance Notification and thereafter it shall lapse.

Provided that, the Director of Town Planning, Maharashtra State, Pune may, on application made by Project Proponent/s before expiry of the above period extend such period by two years in aggregate. Provided also that, it is not mandatory on Project Proponent/s to submit all the papers afresh as prescribed under Clause 4.1, however the affidavit regarding the ownership of land about any dispute shall be mandatory.



4.4 Such lapse shall not bar any subsequent application for fresh proposal.

4.5 The Director of Town Planning, Maharashtra State, on the request of Project Proponent/s, by notification in the Official Gazette, may grant to add or delete any area, not exceeding 50% of the total area under Locational Clearance, subject to condition that the remaining area shall not be less than 40 Hect. The permissible FSI and other parameters shall increase or decrease accordingly.

**5. Letter of Intent (LOI) by the Collector:-**

5.1 The Project Proponent/s shall apply to the Collector for obtaining the Letter of Intent for such project. Such application shall be accompanied by the ownership documents as prescribed in Clause 4.1(a) & 4.1(b) and with locational clearance notification issued by the Government

5.2 The Collector shall verify and satisfy himself that Ownership and Development Rights of all the lands under project are with the Project Proponent/s before issuing the Letter of Intent.

5.3 On receipt of an application under Clause 5.1 the Collector shall grant the Letter of Intent for the whole area or separately for any part thereof, which shall not be less than 40 Ha. at the first instance, subject to conditions as may be deem fit, or reject the application, within a period of 45 days from the date of receipt of application or reply from the Project Proponent/s in respect of any requisition made by the Collector, whichever is later.

Provided that, in case of rejection, the Collector shall mention the grounds for such refusal.

5.4 Every such Letter of Intent shall remain in force for a period of two year, if not applied for Development Permission under Clause 6, from the date of issue of Letter of Intent, unless renewed. Provided that, the Collector may, on application made by Project Proponent/s before expiry of the above period extend such period by two years in aggregate. Provided also that letter of intent granted by collector under earlier regulations may also be extended subject to other conditions of these regulations.

**6. Master Layout Plan Approval by the Collector:-**

6.1 The project proponent/s shall apply to the concerned Authority for obtaining the approval to the Master Layout Plan of the entire area as per Letter of Intent. Such application shall be accompanied by the documents in two sets as prescribed below:-

- a) Attested copy of Gazette Notification issued by the Government under Clause 4.2.
- b) Attested copy of Letter of Intent issued by Collector under Clause 5.
- c) Part plan of sanctioned Regional Plan showing the lands under the Master Layout Plan.
- d) Village Map showing the lands under the Master Layout Plan.
- e) In case, project has no access from existing road having right of way of 18 m. then documents showing the ownership or registered agreement for permanent write of ways as the case may be of Project Proponent/s in lands proposed for 18 m. wide access road.
- f) Bank Guarantee of requisite amount as prescribed in Clause 12.6.
- g) Undertaking and Affidavit as may be prescribed by the Collector.
- h) Copies of Master Layout Plan with or without Building Plans in three sets prepared and signed by expert in respective field and team headed by an Architect or Town Planner registered with Institute of Town Planners India (ITPI) with sign of owner/developer.



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- i) Contour map showing contour levels of lands under Master Layout Plan. Trueness of the contour shall be certified and attested by the surveying agency and the Project Proponent/s under their signature and seal.
- j) Colored google earth image / Bhuvan image/ Drone survey image etc. showing lands under Master Layout Plan signed by project proponent.
- k) Phased Program for development of physical infrastructure with amenities under project, along with the project cost details.

**6.2** If the application is not accompanied by the documents mentioned in Clause 6.1, the Authority shall convey the same to the Project Proponent/s immediately within 10 working days giving specific time period for fulfillment of such documents and if the same are not submitted by the said project proponent in given time then return the proposal at his level only.

**6.3** On receipt of application, complete in all respects, as prescribed under Clause 6.1, the Authority shall forward the same to the concerned Divisional Joint Director of Town Planning for technical consultation within 10 working days.

**6.4** The office of the Divisional Joint Director of Town Planning shall send its remarks to Authority within two months from the receipt of proposal from the Authority or receipt of reply from the Project Proponent/s in respect of any requisition made by him, whichever is later. Such master layout approval will be given with the condition that project proponent will not commence work without environmental clearance. Such environmental clearance shall be submitted at the time of sanction to the building permission. Sanctioned master Plan layout alongwith complete set of drawings shall be endorsed to the concerned branch office of Town Planning Department or to the authority wherever required for the further permissions.

**6.5 Approval to the Master Plan:-** The Authority shall grant approval to the master layout or reject the application, within one month from the receipt of reply from the Divisional Joint Director of Town Planning as mentioned in 6.4.

**6.6 Approval to the building plan:-** Detailed building permission under the master layout plan sanctioned as per clause 6.5 shall be granted by the concern authority with prior consultation as prescribed in proviso to clause 12.4 within 30 days from the receipt of the proposal from the project proponent as mentioned in 6.6.1.

**6.6.1 -** The Project Proponent/s shall apply to the concerned Planning Authority / Special Planning Authority or Branch office of the Town Planning Department, for grant of building permission, alongwith all relevant documents and attested copy of Environment Clearance for the project from MoEF or the Authority empowered by the MoEF.

**6.6.2 -** The Project Proponent/s shall submit the certificate of Architect regarding completion of plinth stating that the construction of plinth is as per the approved building Plans to the concerned Planning Authority / Special Planning Authority or Branch Office of the Town Planning as the case may be along with approved Plan. The Planning Authority / Special Planning Authority or Branch Office of the Town Planning shall verify the same **within stipulated time period**. If it is found that the construction of plinth is not as per the building permission sanctioned, the said office shall reject such plinth checking certificate. In such circumstances, the Project Proponent/s shall either demolish the said plinth or get the revised plan sanction according to changes. If it is found that the construction of plinth is as per the building permission sanctioned, then granting the plinth checking certificate is not necessary.

However notwithstanding anything mentioned above, before grant or refusal to the Master Layout Plan, the Authority shall, consult the, concerned Divisional Joint Director of Town Planning as prescribed in Clause-6.3 and 6.4, if the Planning Officer posted in such Authority is below the rank of Joint Director of Town Planning, and to the concerned branch office of Town Planning as prescribed in Clause-6.6 and 11, if the Planning Officer posted in such Authority is below the rank of Assistant Director of Town Planning.

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## 7. Planning Considerations:-

### 7.1 Permissibility in respect of Zoning:-

7.1.1 Notwithstanding anything contained in any regulation for the time being in force, the project to be notified under this regulation may be permissible in any land-use zone/s of sanctioned Regional Plan / Development Plan, excepting areas mentioned in Clause 2 (v).

7.1.2 For the areas falling in zones, other than residential, commercial and U1 & U2 zone as per the sanctioned Regional Plan the Project Proponent/s shall have to pay a premium for permitting project in such zones at the rates prescribed below:-

Sr. No.	Type of Zone	Premium Charges
a	Afforestation Zone, Hill Top & Hill Slope Zone as shown on Regional Plan / Development Plan.	15 %
b	Public / Semi-public Zone, Industrial Zone, TH & LP	8 %
c	Agriculture/ No Development Zone/GI zone / Low Density Residential Zone / Buffer Zone of ESZ and other zones excepting at Sr. No. a & b above.	10 %

**Explanation:** Premium charges shall be calculated by considering the agriculture land rate of the said land as prescribed in Annual Statement of Rates (ASR) without applying the guidelines. If agriculture land rate is not mentioned in ASR for the said land in such cases Agriculture land rate of nearby land in the same village shall be considered. If agricultural land rate is not mentioned in the said village in such cases average agricultural land rate of nearby villages shall be considered for calculation of premium. Out of total premium 10% shall be paid at the time of Locational Clearance, 10% paid at the time of letter of Intent, 20 % at the time of sanctioning of Master Layout Plan and remaining 60% shall be in four equal installments per year and subject to interest as per Prime Lending Rate. (PLR)

7.1.3 **Restriction on development** - No construction shall be permitted on the lands within the HFL (*Blue line*), land in Hill Top & Hill Slope Zone and-on lands having slope equal to or more than 1:5 in the said Project, whether specifically marked as such on the Regional Plan / Development Plan or not. No development of any sort and activity involving cutting / leveling / filling shall be permissible on such sloping lands. Provided that, it shall be permissible to use such lands for Plantation, Park, Garden purposes, access road to township development with minimum cutting and other users as otherwise permissible in respective Regional Plan / Development Plans and the FSI of such lands shall be permissible to the extent as prescribed in Clause 7.2.

7.1.4. In the Buffer zone of notified ESZ and in ESZ's, only those development activities and FSI as permissible under MoEF notification of the ESZ (as amended from time to time) under Environment Protection Act, 1986 shall be permitted. All the development in these buffer zones shall be in accordance with MoEF notifications.

### 7.2 Permissible Floor Space Index (FSI):-

7.2.1 Notwithstanding anything contained in any regulation for the time being in force, if premium as mentioned in 7.1.2 is paid by the project proponent then the basic permissible FSI for such project shall be 1.0 to be calculated on Gross Plot Area under Master Layout Plan without deducting any areas under the slopes, within HFL, etc.



7.2.2 Further, additional FSI on payment of premium as mentioned below shall be permissible on payment of premium at the rate of 10% of the weighted average land rate of the said land as prescribed in Annual Statement of Rates for the relevant year, without applying the guidelines therein. Such premium shall be paid at the time of Building permission.

Area under Township	Additional built-up area on payment of premium
40 hec. and up to 200 Hector.	Up to 70 % of basic permissible FSI
More than 200 hec. and up to 500 Hector	Up to 80 % of basic permissible FSI
More than 500 hec. Hector	Up to 100 % of basic permissible FSI

7.2.3 Over and above the FSI as prescribed above, an additional FSI in lieu of construction of tenements for social housing shall be permissible as prescribed in Clause 9, without charging premium.

7.2.4 It shall be permissible to utilise the maximum permissible built-up area as prescribed above, anywhere in the area under sanctioned Master Layout Plan.

### 7.3 Mandatory Town-Level Amenities - Area and FSI Allocations:-

Master Layout Plan shall provide for town-level area and FSI allocation, to be kept at one or more places, as follows:-

#### a) Spaces for Recreation:-

Sr. No.	Particulars	Minimum Area Required	Conditions
i	Garden/s and Park/s	5% of Master Layout Area.(out of this 50% area may be allowed on Hill Top Hill Slope Zone, Buffer Zone of ESZ and within HFL)	Out of this at least 1000 sq. mt. area shall be kept open for Town Plaza/Town Square, at one place and remaining area shall be kept open and may be allowed to be proposed at suitable places. Major public amenities / activities shall be cluster around this area.
ii	Play Ground/s	7.5% of Master Layout Area (may be allowed in Buffer Zone of ESZ having slope less than 1: 5)	Maximum 10% of area under Play Ground which may accommodate indoor games, stadiums and allied users only.

(Note - These spaces shall be exclusive of open spaces to be required at sector-level layouts. Notwithstanding anything contained DCPR, 10% open space shall be provided in sector level layout. Such open space shall be calculated by considering area of the sector excluding roads in Master Layout Plan and Town Level Amenity spaces excepting Economic Activities.)

#### b) Spaces for combined School/s (Primary School/s + High School/s) -

Sr. No.	Particulars	Minimum Area Required	Minimum Built-up Area required
i	For Master Layout area of 40 Ha.	5,000 sq.m.	5,000 sq.m.
ii	For Master Layout area more than 40 Ha.	To be increased proportionately with increase in Master Layout area and be proposed at one or more locations, as per requirements.	



Note-

a) The requirements prescribed above are by considering School to be run in double shift,

b) Requirement of plot area and built up area shall be exclusive of Play Ground spaces. Hence it is mandatory to show separate Play Ground adjoining to school building at the rate of 7 sq. m. / student.

**c) Community Health Care Facilities:-**

Primary and Secondary Health Care Facilities like Dispensary, Maternity Home, Hospital etc.

Sr. No.	Particulars	Minimum Area Required	Minimum Built-up Area required
i	For Master Layout area of 40 Ha.	1,000 sq. m.	1500 sq. m.
ii	For Master Layout area more than 40 Ha.	To be increased proportionately with increase in Master Layout area and be proposed at one or more locations, as per requirements.	

**d) Community Market:-**

Sr. No.	Particulars	Minimum Area Required	Minimum Built-up Area required
i	General Market including Mutton and Fish Market		
	For Master Layout area up to & inclusive of 200 Ha.	1000 sq. m.	As per requirement
	For Master Layout area more than 200 Ha.	To be increased proportionately with increase in Master Layout area and be proposed at one or more locations, as per requirements.	
ii	Vegetable Market		
	For Master Layout area up to & inclusive of 200 Ha.	1000 sq. m.	As per requirement
	For Master Layout area more than 200 Ha.	To be increased proportionately with increase in Master Layout area and be proposed at one or more locations, as per requirements.	

**Note-** Users mentioned in (i) & (ii) above may be clubbed together for convenience purpose, without altering the requirements in plot area and built-up area.

**e) Public Assembly Facilities:-** Town Hall and/or Auditorium including Library

Sr. No.	Particulars	Minimum Area Required	Minimum Built-up Area required
i	For Master Layout area up to & inclusive of 100 Ha	5000 Sq.mt	5000 Sq.mt
ii	For Master Layout area more than 100 hac. and up to 200 Ha.	10000 sq. mt.	10000 sq. mt.
iii	For Master Layout area more than 200 Ha.	To be increased proportionately with increase in Master Layout area and be proposed at one or more locations, as per requirements.	

**f) Economic Activities:-**

Economic activities including users such as Market, Multiplex, Mall, Information Technology & Information Technology enabled Services (IT & ITeS) including SEZs, Essential Shopping, Recreational Centers, Trade & Commerce, Education, Hospitals, Non-polluting Industries, Service Industries, Entertainment, Tourism, Star Category Hotels, Convention Centers, Gymnasiums, Socio-economic activities, such as workshop, hostel for Autistic persons,



challenged persons and Senior Citizens except independent residential tenements as per requirements.

Sr. No.	Particulars	Minimum Area Required	Minimum Built-up Area required
i	For Master Layout area of 40 Ha.	40000 sq. mtr.	80000 sq. mtr.
ii	For Master Layout area more than 40 Ha.	To be increased proportionately with increase in Master Layout area and be proposed at one or more locations, as per requirements.	

**Note-** i) Users as mentioned in b, c, d, e & f may be clubbed together, in Economic Activities Component, subject to condition that, total built-up area should not be less than the summation of minimum required for all such users, irrespective of their individual plot area requirements.

ii) The required parking spaces for all such amenities as per norms shall be provided in same plot.

**g) Public Utilities:-**

For Master Layout area up to & inclusive of 200 Ha.

Sr. No.	Particulars	Minimum Area Required	Permissible Built-up Area
i	Fire Brigade Station-	3000 sq.m. or as prescribed by the Director of Fire Services, Maharashtra State/ Chief fire Officer of the concern Authority.	As per recommendations of the Director of Fire Services, Maharashtra State/Chief fire Officer of the concern Authority.
ii	Sewage Waste Management Project (SWMP)	4000 sq.m.	As per requirements
iii	Cremation Ground	2000 sq.m.	As per requirements
iv	Burial Ground	2000 sq.m.	As per requirements
v	Bus Station / Transport Hub	3000 sq.m.	
vi	Police Station	1000 sq.m.	
vii	Electric Sub-station	As per requirement	
viii	Other Public Utilities	As per requirement	
ix	Public Parking Facilities	As per prevailing DCR	
x	Solid waste management	As per requirement	

**Note:** i) If the facility of Cremation Ground/ Burial Ground is available in the village where the Township is located in such case these requirements need not be insisted subject to NOCs of respective Gram Panchayat.

ii) If Police Station is available within 1k.m. area from the proposed Township, then such facility need not to be provided.

**b) Transport & Communication:-**

i) The entire area of the project shall have a proper road pattern, taking into consideration the linkages with *proposed roads of D.P & R.P.*, existing roads within the project and outside area as well. All such roads shall be developed by the Project Proponent/s as per standard prescribed by the Indian Road Congress.

ii) The width of the -



- i) Classified Road should not be less than as may be prescribed by concerned public authority;
  - ii) Main / Arterial / Ring Road should be of minimum right of way of 18 mt.
  - iii) Other Sub-Arterial roads, Collector streets, local streets, etc., shall be proposed as per the requirements to cater to the need of occupancies on such roads including for pedestrians.
  - iv) Network of cycle track in entire Township area of minimum width of 3 meter shall be provided without clashing with the vehicular traffic, to the extent possible.
- iii) It may be permissible for Project Proponent/s, to realign the Regional Plan / Development Plan Roads, and earlier existing roads passing through the project area, without changing the entry and exit points of such roads.
- iv) All the Regional Plan / Development Plan Roads and all the Main / Arterial / Ring Roads, shall always be open for general public, irrespective of the fact that, they resides in the project or not.

**General Note for Amenities (a) to (h):**

- i) The requirements prescribed above for items (a) to (f) are by considering FSI proposed for the project is only 1.0. If the FSI proposed is increased or decreased then the only built up area requirement shall be increased or decreased proportionately.
- ii) The requirements prescribed above for items (g) are for Master Layout area *up to & inclusive* of 200 Ha. It shall be increased proportionately and may be proposed at one or more locations, as per requirements.

**7.4 Residential Activities:-**

Sr. No.	Particulars	Area	Built-up Area
i	Residential Activities (including lands required for social housing, infrastructure such as water storage, drainage and garbage disposal, etc.)	The land excluding the land required for purposes as shown 7.3 (a) to (h).	Remaining built-up area subject to minimum 60% of the total proposed <b>Basic Residential FSI</b>

**7.5 Share of Local/Planning Authority-**

The Integration of Integrated Township Projects included in the Local/Planning Authority, an area @ 2% of the gross area shall be earmarked and shall be handed over free of cost to the respective Authority for Development of the City Level Facilities.

For determining eligibility of ITP, the above 2% area shall be considered in area calculation. This area shall not contain area under hill slopes, and shall be accessible by major road. Base FSI of such 2 % land shall be made available to the applicant on remaining land.

**8. Development Control Regulations:-**

For those aspects which are not covered under this regulation, the prevailing provisions as prescribed in the Standardised Development Control and Promotion Regulations for Development Plan in Maharashtra or DCPR of respective authorities shall apply *mutatis-mutandis*. The provisions of MoEF CRZ notifications amended from time to time shall also be applicable.

However where in prevailing DCR of the respective authority the maximum height of building is not mentioned in such cases the maximum height shall be allowed subject to



provisions of Maharashtra Fire Prevention and Life safety measures Act 2006 and any restriction imposed by Chief Fire Officer.

### **9. Social Housing:-**

9.1 The Master Layout Plan shall provide sufficient space for construction of small tenements for persons from EWS and LIG categories (hereinafter referred to as the "Social Housing Component"), as a social responsibility with FSI as mention in Clause No 9.3. Out of this Social Housing Component 25 % FSI shall be utilised exclusively for construction of EWS tenements and remaining 75 % FSI may be used for LIG tenements. Out of the total tenements constructed as Social Housing component, one third (1/3rd) tenements shall be kept for Rental Housing tenements which will be disposed on Rent only by the project Proponents.

9.2 Social Housing tenements shall be constructed with area as specified by the MHADA for EWS and LIG category respectively.

9.3 The minimum Social Housing component shall be constructed at 15% of the Residential basic FSI of the area available for Residential Development as prescribed in Clause 7.4 (hereinafter referred to as the "Social Housing component").

9.4 Social Housing tenements shall be constructed as per the general and special specifications prescribed by concerned unit of MHADA for their projects.

9.5 The Project Proponent/s, after getting commencement certificate of Social Housing component as mentioned above shall immediately intimate to MHADA regarding the numbers of Social Housing Component to be disposed by them to the allottee. Upon such intimation, MHADA within a period of six months, from the date of receipt of such intimation after following procedure of lottery system shall prepare the list of the allottee from the district as far as possible and forward it to the Project Proponent/s. The project proponent shall dispose of such housing tenements to the allottee at the construction cost mentioned in ASR applicable of the year of disposal plus 25% additional cost. Out of this 25% additional cost, 5% shall be paid to MHADA towards administration charges.

Provided that if the MHADA is unable to provide the list of the allottee as mentioned above or the allottee fails to deposit the amount within specified time limit then the project proponent shall dispose of such social housing tenements in the market at the construction cost in ASR applicable to the land of the year of disposal plus 20% additional cost.

9.6 Every Occupation Certificate for the regular tenements shall be granted only alongwith the Occupation Certificate in proportionate with Social Housing component.

9.7 Amalgamation of such Social Housing tenements shall not be permitted in any case.

9.8 The purchaser of tenement under social housing shall deposit an amount equivalent to 10% of the construction cost of tenement, as prescribed in Annual Statement of Rates prevailing at the time of occupation, with the Project Proponent/s as one-time maintenance deposit for onsite infrastructure maintenance.

9.9 The Project Proponent/s shall maintain the premises and common spaces outside the building/s of social housing including concerned all basic infrastructure and amenities, in good condition in the same manner with the maintenance of remaining area of the project.

9.10 The purchaser of tenement under social housing shall have to pay all the government taxes, duties like stamp duty, GST etc. and also the fees charged for use of common amenities at actual, to the Project Proponent/s, as per the requirement, from time to time.

### **10 Liability of Project Proponent/s:-**



**10.1** The entire project shall be an integrated one with all facilities within the boundaries of such project. All the on-site infrastructure i.e. internal roads, approach road, street lights, water supply and drainage system shall be mandatory and constructed / maintained in future by the Project Proponent/s. Proposed internal roads and Open Spaces in the layouts shall be used only for ITP.

**10.2** The Development Plan Roads & Reservations which are included in ITP shall be Developed by project proponent and after development made available to the general public. The reservations may be allowed to shift within 500 mt. (within Township Area Only) in consultation with Director of Town Planning M. S. Pune.

**10.3** It shall be the responsibility of the Project Proponent/s to develop and maintain all the infrastructure in good condition till handing over to the appropriate authority.

The project proponent may collect periodical contribution or raise corpus funds for the maintenance of infrastructure from the purchasers of tenements or statutory bodies of the purchasers of tenements formed by the developer for this purpose.

Provided that, the Project Proponent/s shall handover the infrastructure, for maintenance purpose, only after the completion of the project, to the Urban Local Body or appropriate authority, when constituted in the area comprised by the project along with the unutilized corpus fund collected for maintenance of common infrastructure.

**10.4 Project Proponent/s shall mandatorily provide facilities for making the Township SMART -**

i) For the people residing in the project area, an efficient and timely public transportation system up to the nearest public transportation station/hub/depot/stand. **He** shall develop **it himself** or tie with Government / Semi Government or private transport agency for such efficient public transportation. The number of buses and trips will be decided by MSRTC / Local Transport Authority.

ii) Continuous unobstructed footpath of minimum 2 m. width on either sides of all street / roads of width ROW 12 m. or more and of a lesser width for roads / Streets of ROW less than 12 m.

iii) Dedicated and physically segregated bicycle track with a width of 3 mt. or more, should be provided for entire Township Area.

iv) Pedestrian friendly pathways, encouragement to non-motorized transport, intelligent traffic management, non-vehicle street / zones, smart parking, energy efficient street lighting visible improvement in the area i.e. replacing existing overhead electric wiring with underground wiring, encroachment free public areas,

v) Arranging generation of power through non-conventional energy sources like solar, wind and other shall be mandatorily provided with at least 10% of total requirement of common physical infrastructure of the project;

vi) To provide energy management by adopting advanced technology like installing Solar Water Heating System, Solar Lamps/Lights in common areas, LED Lamps, auto-operated street lights, solar pumps, etc. all external lighting shall be of LED, Solar Water Heating System, Solar Lamp shall be compulsorily provided;

vii) To provide effective water management by adopting water harvesting techniques like rain water harvesting, recycling of used water, metered water supply to the users under project, double plumbing pipeline. The recycled water shall be used for flush system, gardening, carwash and industrial use;



viii) To provide effective safety & security measures like CCTV surveillance at strategic locations, centralized control room, etc.;

ix) Arranging smart and fast internet/broad band connectivity to all residences, e-governance online system for grievance redressed;

x) Encouraging and providing platform for citizens participations in decision making about public community issues.

xi) Arranging real time environmental monitoring i.e. air pollution, noise pollution etc. shall be observed

xii) Encouraging and providing platform for e-DCR for building plans with BIM, 3-D maps on GIS of the utility services network and properties in the city, central command, control and emergency response center for all infrastructure facilities. Project Proponent/s shall also provide urban design concept plans along with Master Plan.

xiii) It shall be obligatory on the part of Project Proponent/s to provide the infrastructure and green building norms that are necessary as per the guidelines as may be laid down by the Government, under the policy of development of 'Smart City' from time to time.

xiv) Ensure that the buildings have at least 3 star ratings from GRIHA.

#### **10.5 Project Proponent/s shall also mandatorily provide for:-**

**a) Water Supply** - Safe and potable drinking water at the rate of 90 liters per capita per day, exclusive of requirement of water for firefighting and gardening purposes. The storage capacity of the same shall be at least 1.5 times of the actual required quantity as determined by expected population (Resident and Floating) and other uses. The Project Proponent/s would be required to develop proper internal distribution with double pipe plumbing for reuse of treated water at appropriate places and maintenance system along with smart metering and shall specially undertake rain water harvesting, groundwater recharging and waste water recycling within the project.

Provided that, the Project Proponent/s should not use groundwater as a source of water, to meet the above requirement.

**b) Drainage and Garbage Disposal:-** The Project Proponent/s shall make suitable and environment friendly arrangements for the disposal and treatment of sewage and solid waste generated in the project at source, as per the norms of the Maharashtra Pollution Control Board. The Project Proponent shall provide zero discharge in ITP for solid as well as liquid waste.

The Project Proponent/s should provide facilities for water conservation by different means such as Rain Water Harvesting, Recycling of Waste Water, etc. and also set-up, in the project area itself, the Solid Waste Management Project (SWMP) with a sufficient capacity for processing of 100% garbage and solid waste.

**c) Power:-** The Project Proponent/s shall ensure continuous and quality power supply for the project area. The Project Proponent/s may draw the power from any existing supply system or may go in for arrangement of captive power generation with the approval from the concerned authority. If power is drawn from any existing supply system, the Project Proponent/s shall, before commencement of development, procure a firm commitment of power for the entire Township from the power supply company.

#### **11 Occupancy Certificate:-**



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**11.1** Application for obtaining the Occupancy Certificate for buildings in project, in full or part shall be submitted by Project Proponent/s to the respective Planning Authority. Such application shall be accompanied by -

- a) All the relevant documents alongwith coloured Google Earth / Bhuvan /Drone survey image showing the area under Master Layout Plan;
- b) Documents showing compliance of the conditions prescribed while according sanctions from time to time;
- c) Appropriate declaration/s and undertaking/s made by the Project Proponent/s and his technical personnel's;
- d) Any other requirement as may be prescribed by the Planning Authority.

**11.2** On receipt of application as prescribed under Clause 11.1, the Planning Authority shall forward the same to the concerned officer as stipulated in the proviso to clause no. 12.4 for technical consultation, within 10 working days.

**11.3** The concerned officer shall send his remarks to the Commissioner/Chief Officer within one month from the receipt of proposal or receipt of reply from the Project Proponent/s in respect of any requisition made by him, whichever is later

**11.4** The Planning Authority shall grant Occupancy Certificate or reject the application giving specific reason within fifteen days from the receipt of reply from the concerned officer.

**11.5** The Municipal Commissioner / Chief Officer, before issuing the Occupancy Certificate for the project as a whole, shall verify and satisfy himself about the completion of erection / development / construction of all the basic required infrastructure in Master Layout plan. In case, an application for part occupancy, such completion shall be as prescribed in phase programme.

**12. General Stipulations:-**

**12.1** Development of basic infrastructure and amenities shall be completed by the Project Proponent/s to the satisfaction of the Collector either for whole or as per phases, of the project.

**12.2** It shall not be mandatory for the Project Proponent/s to provide Amenity Space, *inclusive housing* as otherwise required as per regulation of Regional Plan / Development Plan, if any.

**12.3** The Project Proponent/s shall plant indigenous trees at the rate of at least 150 trees per ha. and maintain it properly. The certificate to that effect issued by the Deputy Conservator of Forest or an Officer nominated by him for this purpose shall be produced by Project Proponent/s at the time of application for Final Occupation Certificate under Clause 11.

**12.4** All the powers and functions that are supposed to be exercised by the Authority under this regulation shall be exercised by the Chief Officer / Chief Executive Officer of the concerned Planning Authority wherever applicable, excepting the powers to grant Letter of Intent under Clause-5 of this regulation.

Provided that, before grant or refusal to the Master Layout Plan, the Chief Officer / Chief Executive Officer of the Authority shall, consult the, concerned Divisional Joint Director of Town Planning as prescribed in Clause-6.3 and 6.4, if the Planning Officer posted in such Authority is below the rank of Joint Director of Town Planning, and to the concerned branch office of Town Planning as prescribed in Clause-6.6 and 11, if the Planning Officer posted in such Authority is below the rank of Assistant Director of Town Planning.

**12.5** All the amounts of scrutiny fees, charges, premium etc. payable to the Government shall be deposited with the concerned Branch office of the Town Planning. In circumstances described



in proviso of Clause 1 above, 50% of such amount shall be deposited with the concerned Branch office of the Town Planning, and 50% to the concerned Planning Authority.

**12.6** The Project Proponent/s shall submit a bank guarantee of an amount equal to the 15% of estimated development cost required for development of the basic Physical infrastructure such as roads, water supply, drainage & garbage disposal, Trunk installations for power supply, fire brigade station & fire engines. Such development cost be worked out as per respective phases taking into consideration the phased programme for development of infrastructure with amenities under project as submitted and as required under clause 6.1. Certificate regarding estimated development cost shall be produced by the respective Architect of the project. If Bank Guarantee as mentioned above is submitted then separate security deposit shall not be insisted by the authority.

**12.7** The Project Proponent/s shall construct and maintain the Fire Station building & Infrastructure at their cost. The project proponent shall post well-trained staff at fire station as per the recommendations of the Director of Fire Services, Maharashtra State / Chief Fire Officer of the concerned Authority, or the cost of staff appointed by Chief Fire Officer for this purpose shall be borne by the Project Proponent. The amount of all expenditure on such staff shall be the responsibility of the Project Proponent/s. After completion of fire station and as per requirement such fire brigade/station shall be handed over to the nearest respective authority on the terms and condition decided by the respective authority and project proponent.

**12.8** Developer shall complete the Special Township Project within 10 years or such period as allowed by the Government from the approval to the master plan. Developer shall develop and maintain all infrastructures (internal street light, roads etc.) up to the completion of the STP project. Within such period, the concession in property tax levied by the respective Planning Authority shall be 66% of normal rate as prescribed under the Maharashtra Municipal Council, Nagar Panchayat and Industrial Town ship Act, 1965 or Maharashtra Municipal Corporation Act. Such property tax shall be levied after the actual possession or issuing of Occupancy Certificate whichever is earlier.

Respective Planning Authority shall provide mandatory provisions like Birth and Death Registration Certificate etc. for the same period in such STP. Provided that the utilities like fire brigade, police station/chauki etc. shall be handed over to the nearest respective Authority at the terms and condition decided by the respective authority.

**12.9** Licensing to the Project Proponent/s - The respective Authority shall provide licenses to the Project Proponent/s for telephone Connection, Power and other utilities in the Town ship area as per existing rules & regulations. After granting the license from the respective Authority, the project proponent/s shall provide utilities in the Town ship area as per the conditions laid down by the respective authority.

**12.10** It shall be mandatory for the Project Proponent/s to provide appropriate width of road as per existing width or as per easement rights to the land not owned by the project proponent which is surrounded by the Township Area.

### **13. Special Concessions:-**

**13.1 Deemed conversion for Non-Agricultural (N.A.) Use:-** The lands under approved Master Layout Plan shall be considered as deemed N.A. No separate permission shall be required under the provisions of Maharashtra Land Revenue Code, 1966. The amount of nonagricultural assessment shall be exempted to the extent of 50% of the normal rate for the land under Integrated Township Project.

**13.2 Grant of Government land:-** The Government land/s, if surrounded or adjacent by the lands owned by the Project Proponent/s, may preferably be granted to the Project Proponent/s, as per the rules and regulations to that effect, by the Revenue and Forest Department of the State Government. Maximum 10% of the total area under township shall be allowed to be included in such township.



*Handwritten signature/initials in blue ink.*

**13.3 Concession in Stamp Duty:-** For the purchase of land by project proponent for township area or for the first transaction from Project Proponent/s to Purchaser of any unit under any user from approved Master Layout Plan or subsequent building plan under this Regulation, concession of 50% of stamp duty as otherwise required under the Mumbai Stamp Act, shall be granted. This concession will be available only at one stage i.e. either at the time of land purchase or at the time of sale of units. Also, if the project proponent assigns the rights to his own subsidiary companies for the running of the Amenities in such Township project as per the approved plan in such cases concession of 50 % of stamp duty as otherwise required under the Mumbai Stamp Act, shall be granted.

**13.4 Exemption in payment of Development Charges:-** 50 % of the amount of Development Charges under sub-section (3) of Section 124F of the said Act shall be exempted for institution use or, change of use of any land or building or, development of any land or building, proposed for project undertaken by a Project Proponent/s under this Regulation.

**13.5 Relaxation from Mumbai Tenancy and Agriculture Land Act:-** The condition that, only the agriculturist will be eligible to buy the agriculture land shall not be applicable to the Project Proponent/s for purchasing agriculture land for Integrated Township under this Regulation.

**13.6 Exemption from Ceiling for holding agriculture land:-** The limit for holding agriculture land, stipulated in the Maharashtra Agricultural Lands (Ceiling and Holdings) Act, 1961 shall not be applicable to the Project Proponent/s for development of Integrated Township Project under this Regulation.

**13.7 Exemption from scrutiny fee:-** The amount of scrutiny fee shall be exempted to the extent of 50% of the normal rate for building permission under Integrated Township Project.

**13.8. Exemption from royalty on minor minerals:-** The amount of royalty on minor minerals as per the Maharashtra Minor Mineral Extraction (Development and Regulation) Rules shall be exempted to the extent of 50% for the earth which is extracted while developing the land within Township area and fully exempted if the said excavated material is used in the same project.

#### **14. Transition Policy:-**

**14.1** It shall be permissible for the Project Proponent/s, to whom Special Township Project has already been granted location clearance and / or LOI or the project is ongoing wherein part Occupancy Certificate is granted before 26/12/2016 to -

a) Continue such Special / Integrated Township Project under the erstwhile regulations under which LC is granted without considering these regulations.

b) If the project proponents wish to develop township according to this regulations then he may apply for grant of Letter of Intent or Master Layout Plan as the case may be wherever required, under this regulation.

**14.2** If in case as described in Clause 14.1(b), the construction of the project is on-going and the Occupation Certificate, either in fully or partly has granted or not been granted, it shall be permissible for the Project Proponent/s to choose an option to prefer this regulation subject to payment of premium as prescribed in Clause 7.1 and 7.2. In such cases premium shall be calculated on balance area which shall be the difference of FSI permitted as per earlier regulation and that being availed as per this regulation.

**15. Appeal:** - Anyone aggrieved by an order passed under prevailing byelaws may within forty days of the date of communication of the order prefer an appeal to the Director of Town Planning, Maharashtra State, Pune. The appeal shall be decided within 60 days.




Quint

16. **Control by the State Government** - Director of Town Planning M.S Pune is authorised on behalf of Government to monitor the Township Project and submit his report once in six months to Government.
17. Government may relax any provisions from this regulation considering the site condition of the particular project.
18. Read the concern Planning Authority / Special Planning Authority constituted under relevant Acts instead Collector, wherever applicable.
19. The rate of premium mentioned in the Regulation No.7.1.2 and 7.2.2 can be revised by the Government from time to time.

By order and in the name of Governor of Maharashtra,



  
(R.M. Pawar)  
Under Secretary to Government





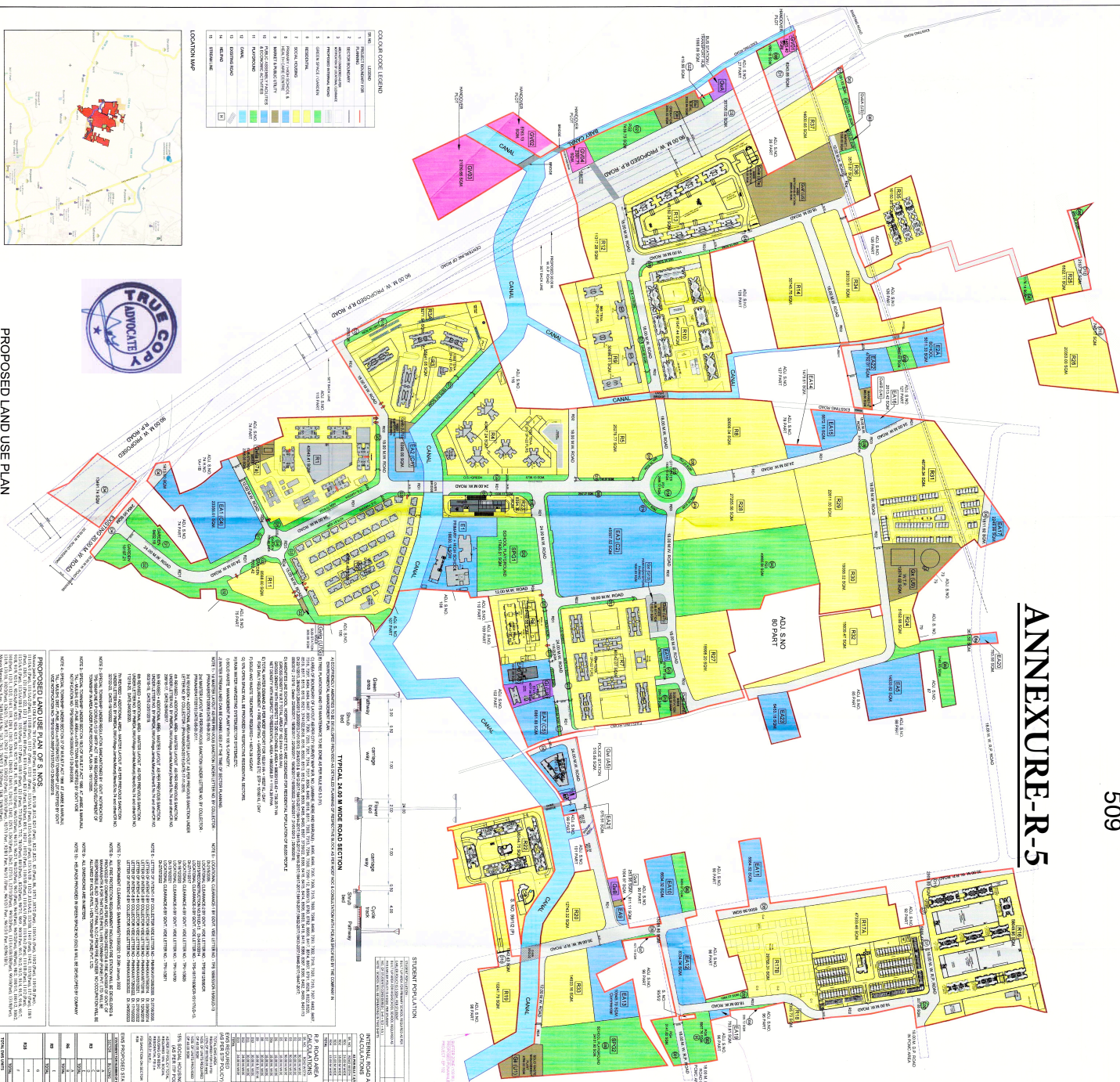








# ANNEXURE-R-5



**TABLE 4**

NO.	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
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**TABLE 5**

NO.	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
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49	...	...	...
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**TABLE 6**

NO.	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
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**TABLE 7**

NO.	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
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47	...	...	...
48	...	...	...
49	...	...	...
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**TABLE 8**

NO.	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
1	...	...	...
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**TABLE 9**

NO.	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
1	...	...	...
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**TABLE 10**

NO.	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
1	...	...	...
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MASTER LAYOUT- EIGHTH REVISION  
 KOLIFATIL INTEGRATED TOWNSHIP LTD.  
 AVILLAGE NEER, JAMBE & MARAUKU, SUNE  
 STAMP OF APPROVALS



TABLE 1  
 TABLE 2  
 TABLE 3  
 TABLE 4  
 TABLE 5  
 TABLE 6  
 TABLE 7  
 TABLE 8  
 TABLE 9  
 TABLE 10

**TABLE 1**

NO.	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
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**TABLE 2**

NO.	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
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**KOLTE-PATIL DEVELOPERS LTD.**  
S. NO.74, LIFE REPUBLIC, MARUNJI, PUNE-411057

**Life**  
REPUBLIC

**ANNEXURE-R-6**

Date: 15.03.2020

To, The Chairman / Secretary Life Republic 7 <sup>th</sup> Avenue Condominium	From, Mr. Deepak Patil Facilities Management Kolte- Patil developers Ltd.
---	--

**Sub: - Handover of STP.**

Dear Sir

We write to you in connection with the handing over of the Sewage Treatment Plant (STP) installed and commissioned in accordance with applicable laws, regulations and guidelines at Kolte Patil Developers LTD. and which has been handed over to Life Republic 7<sup>th</sup> Avenue Condominium.

Details of the Sewage Treatment Plants are set out below:

Particulars
<b><u>Sewage Treatment Plant (M/s Radiant Energy Systems Pvt Ltd)</u></b> <b>INDEX: Consent to Operate the STP, STP Operation Manual, Layout Plan of STP</b>

The Sewage Treatment Plant has been handed over to the condominium in good order and proper working condition with demonstration of the Sewage Treatment Plant. The Managing Committee of the condominium has verified and satisfied itself that the Sewage Treatment Plant and all its equipment's, systems attributing to operations & safety are working in good condition and without any defect and the same is put on record.



KOLTE-PATIL E-VEN TOWNSHIPS (PUNE) LTD.  
CIN : U70102PN2005PLC140660

Survey No. 74, Marunji  
Hinjewadi- Marunji- Kasarsai Road,  
Taluka Mulshi, Pune 411 057,  
Maharashtra, INDIA  
Tel. : +91 (20) 6677 8899  
+91 (20) 6677 8800  
E mail : info@liferepublic.in  
www.liferepublic.in

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**KOLTE-PATIL DEVELOPERS LTD.**

S. NO.74, LIFE REPUBLIC, MARUNJI, PUNE-411057

**Life**  
REPUBLIC

The necessary Consent to Operate Certificate (CTO) in connection with the Sewage Treatment Plant which is issued by the Maharashtra Pollution Control Board has been received.

As the process of handover of the Sewage Treatment Plant has been completed, the Condominium must now ensure that the Sewage Treatment Plant is kept operational at all times and must carry out regular preventive maintenance. The Condominium must get the Sewage Treatment Plant Systems certified by the competent authority as per statutory requirement. The condominium body have to renew the Consent to Operate on yearly basis & share the same with the Township management.

On and from the handover of the Sewage Treatment Plant, the Condominium is wholly and solely responsible for the maintenance, upkeep and functioning of the Sewage Treatment Plant and We, Kolte Patil Developers LTD are no longer, in any way whatsoever, responsible and, or, liable for the Sewage Treatment Plant.

Please sign and return a copy of this letter as an acknowledgment of acceptance of the terms and conditions the mentioned above.

Thanking You,

Yours truly,

For Kolte Patil Developers Ltd

Facilities Management

*DPT*  
Authorized Signatory



**ACKNOWLEDGEMENT**

We hereby acknowledge and accept the terms and conditions mentioned in this letter dated 15.03.2020 and we waive all our rights to subsequently make any claims against you, your directors/employees in this regard.

Yours sincerely,

*subject to verification*

*as*

[Devidas Pawar]

Receiver Signature & Stamp

LR 7<sup>th</sup> Avenue condominium Body.



KOLTE-PATIL I-VEN TOWNSHIPS (PUNE) LTD.  
CIN : U70102PN2005PLC140660

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E mail : info@liferepublic.in  
www.liferepublic.in

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**KOLTE-PATIL DEVELOPERS LTD.**

S. NO.74, LIFE REPUBLIC, MARUNJI, PUNE-411057

**Life**  
REPUBLIC

Date: 29.08.2020

To, The Chairman / Secretary Life Republic 7 <sup>th</sup> Avenue Condominium	From, Mr. Deepak Patil Facilities Management Kolte- Patil developers Ltd.
---	---

**Sub: - Handover of Centrifuge & Dosing system of R7 STP.**

Dear Sir

We write to you in connection with the handing over of the Centrifuge & Dosing system of R7 STP installed and commissioned in accordance with applicable laws, regulations and guidelines at Kolte Patil Developers LTD and which has been handed over to Life Republic 7<sup>th</sup> Avenue Condominium.

Details of the document list are as mentioned below:

Particulars
INDEX: Warranty certificate, Commissioning report, Operation manual, escalation matrix.

The Centrifuge & dosing system has been handed over to the condominium in good order and proper working condition with demonstration in presence of Existing STP vendor i.e. Aquatech Engineers. The Managing Committee of the condominium has verified and satisfied itself that both the systems are working in good condition and without any defect and the same is put on record.

Please sign and return a copy of this letter as an acknowledgment of acceptance of the terms and conditions the mentioned above.

Thanking You,

Yours truly,

For Kolte Patil Developers Ltd.

Facilities Management.



*[Handwritten Signature]*

Authorized Signatory,

LR 7<sup>th</sup> Avenue condominium Body.

*Warranty Certificate  
& Escalation matrix pending*



KOLTE-PATIL I-VEN TOWNSHIPS (PUNE) LTD.  
CIN : U70102PN2005PLC140660

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www.liferepublic.in

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**KOLTE-PATIL DEVELOPERS LTD.**  
S. NO.74, LIFE REPUBLIC, MARUNJI, PUNE-411057

**Life**  
REPUBLIC

2022/11/15 14:43

Date: 11.02.2021

To, The Chairman / Secretary Life Republic 7 <sup>th</sup> Avenue Condominium	From, Mr. Deepak Patil Facilities Management Kolte- Patil developers Ltd.
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**Sub: - Handover of Bar Screen with Modification & Ventilation of R7 STP.**

Dear Sir

We write to you in connection with the handing over of the Bar screen with modification & Ventilation system of R7 STP installed and commissioned in accordance with applicable laws, regulations and guidelines at Kolte Patil Developers LTD. and which has been handed over to Life Republic 7<sup>th</sup> Avenue Condominium.

Details of the document list are as mentioned below:

Particulars
<b>INDEX: Bar Screen modification drawing, Test Report of ventilation Fan, Technical specifications of equipment of ventilation system.</b>

The Bar screen with modification & Ventilation system has been handed over to the condominium in good order and proper working condition with demonstration in presence of Existing STP vendor i.e. Aquatech Engineers. The Managing Committee of the condominium has verified and satisfied itself that both the systems are working in good condition and without any defect and the same is put on record.

Please sign and return a copy of this letter as an acknowledgment of acceptance of the terms and conditions the mentioned above.

Thanking You,



*DPK*

For Kolte Patil Developers Ltd.  
Facilities Management.



Authorized Signatory,  
LR 7<sup>th</sup> Avenue condominium Body.

*Testing done in presence of authorized person. System will be verified by 3rd party Auditor to ensure compliance*

Survey No. 74, Marunji  
Hinjewadi- Marunji- Kasarsai Road,  
Taluka Mulshi, Pune 411 057,  
Maharashtra, INDIA  
Tel. : +91 (20) 6677 8899  
+91 (20) 6677 8800  
E mail : info@liferepublic.in  
www.liferepublic.in



KOLTE-PATIL I-VEN TOWNSHIPS (PUNE) LTD.  
CIN : U70102PN2005PLC140660





पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे

Pune metropolitan Region Development Authority, Pune

४ था मजला, नवीन प्रशासकीय इमारत, आकुर्डी रेल्वे स्टेशन जवळ, पिंपरी - चिंचवड, पुणे ४११०४४

PUNEMETROPOLIS

4<sup>th</sup> floor, New Administration Building, Opp Akurdi Railway Station, Pimpri-Chinchwad, Pune 411044.

Ph No. : 020- 259 33 344 / 356 / 333 / फोन. नं. ०२०- २५९ ३३ ३४४/ ३५६ / ३३३ Email:comm@pnrda.gov.in

जा.क्र. : मौ. जांबे-मारुंजी नेरे/ग.नं.७४ व इतर /२२-२३/२३३३

दि. २१/१२/२०२२

प्रति,

**ANNEXURE-R-7**

श्री विनायक कृष्णाजी जोगदेव तर्फे अधोराईज .

स्वाक्षरीकर्ता कोलते.पाटील इंटीग्रेटेड टाऊनशिप्स लि-  
पत्तापुणे.जि,मुळशी.ता,नेरे :-

विषय :- मौजे. जांबे-मारुंजी ता. मुळशी येथील कोलते पाटील टाऊनशिपमधील तक्रारीबाबत.

संदर्भ :- १. अर्जदार ७<sup>th</sup> एव्हेंयु लाईफ रिपब्लिक तर्फे रहिवाशी श्री. श्रीकांत शेळके व इतर यांचा

दि. ०३/०८/२०२१ रोजी तक्रार अर्ज

२. या कार्यालयाकडील दि. २४/०३/२०२२ रोजीची सुनावणी.

३. आपलेकडील आवक क्र. ५३८९ व ५३८८,

दि.०४/०५/२०२२ रोजीचा खुलासा.

४. अर्जदार ७<sup>th</sup> एव्हेंयु लाईफ रिपब्लिक तर्फे रहिवाशी यांचा दि. १८/१०/२०२२ रोजीचा तक्रार अर्ज.

५. या कार्यालयाकडील दि.१६/११/२०२२ रोजीची सुनावणी

विषयांकित संदर्भ क्र. १ अन्वये तक्रारदार ७<sup>th</sup> एव्हेंयु लाईफ रिपब्लिक तर्फे रहिवाशी श्री. श्रीकांत शेळके व इतर यांचा दि. ०३/०८/२०२१ रोजीचा तक्रार अर्ज या कार्यालयास प्राप्त झालेला असून सदर तक्रार अर्जामध्ये मौजे. जांबे ता. मुळशी येथील स.नं. ११० पै व १११ पै या मिळकतीमधील ७<sup>th</sup> एव्हेंयु ऑफ लाईफ रिपब्लिक सोसायटी मधील मूलभूत सोयी व सुविधांच्या अभावामुळे होत असलेल्या गैरसोईबाबत तक्रार केलेली आहे.

सदर तक्रारीच्या अनुषंगाने विकासकास खुलासा करणेबाबत कळविण्यात आलेले होते. तथापी विकासक यांनी खुलासा सादर केलेला नसल्याने सदर तक्रारीच्या अनुषंगाने दि. २१/०३/२०२२ रोजीच्या पत्रान्वये तक्रारदार व विकासक या दोन्ही पक्षांस सुनावणीसाठी कळविण्यात असून उप.महानगर नियोजनकार यांचे कक्षात संदर्भ क्र. २ अन्वये दि. २४/०३/२०२२ रोजी सुनावणी घेण्यात आलेली आहे. सदर सुनावणीस तक्रारदार लाईफ रिपब्लिक ७<sup>th</sup> एव्हेंयु सभासद , श्री. श्रीकांत शेळके, श्री. विजय शेजवाल व प्रतिवादी यांचे बाजूने अॅड. श्री. गीतांजली देशमुख, श्री.दिपक पाटील हे उपस्थित होते. त्यानुसार सदर सुनावणीमधील उपस्थित मुद्द्यांच्या अनुषंगाने संदर्भ क्र. ३ अन्वये विकासक यांनी खुलासा सादर केलेला आहे. तसेच संदर्भ क्र.५ अनुषंगाने मा.महानगर नियोजनकार यांच्या दालनात दि.१६/११/२०२२ रोजी सुनावणी घेण्यात आलेली आहे.त्यानुसार पुढील प्रमाणे निर्देश देण्यात येत आहेत.

Sr No	Objections from R7 managing committee	Reply from Project Proponent	Directives from PMRDA office
1	As per PMRDA approved plan of 7 <sup>th</sup> Avenue, there is provision for 3000+ 2	The building plans of Sector R7 were approved on 22 <sup>nd</sup> December 2011 bearing no.	The Authority has granted Commencement Certificate for every

	wheeler and cycle parking. Builder has converted them into 4 wheeler parking and sold/allocated to residents. Now, we do not have any provision for 2 wheeler and cycle parking. This is leading to daily quarrels amongst residents over parking space for their 2 wheeler and cycles.	PRH/KAVI/2902/2011 and 14 <sup>th</sup> November 2014 bearing no. PRH/TS/SR/25/2014 respectively. The building completion was obtained on 31 <sup>st</sup> March 2015 bearing no. PMH/TS/SR/13/2015 and 10 <sup>th</sup> February 2016 bearing no. PMU/MOUJE.JAMBE/S.N.Sector R7/S.NO.33/82 respectively. The Developer has provided sufficient parking spaces (2W Scooter – 1782 nos& Cycle – 1800 nos.)as per DC regulations to the residents.	sector by checking adherence to adequate car parking requirements as prescribed under DCPR which is commensurate with proposed land use and proposed built up area in each sector.
2	Builder has covered above parking with tin structure that may lead to hindrance in movement of fire tenders to handle fire situation of high rise buildings (22+ floors). This is true for all sector in Life Republic Township. Has PMDRA approved such structures?	The Developer has obtained sanction for semi covered parking on 11 <sup>th</sup> February 2022 bearing no. BMU/MOUJE.JAMBE,MARUNJI/ S.N. 86 and Ors/ Sector R7/C. R No. 1019/21-22. There is sufficient margin of 6m for the circulation of fire tender movement as per Fire NOC.	The Authority has granted Commencement Certificate for every sector by checking adherence to adequate car parking requirements as prescribed under Rule 17.11 of PMRDA's DCPR which is commensurate with proposed land use and proposed built up area in each sector.
3	30+ parking are allocated outside boundary of 7 <sup>th</sup> Avenue	The Developer has provided the car parking of 880 Cars at the proper location in sector.	Parking is provided as per DC regulations; the issue of sale and allotment of parking spaces does not fall under the Authority's purview.
4	Builder has illegally sold some parking to residents beyond committed parking's as per agreement.	The Developer has provided the parking to all the residents.	The issue of sale and allotment of parking spaces does not fall under the Authority's purview.
5	The underground domestic water tank size is smaller than actually mentioned in approved drawing this is leading for daily issues of water management. This will even pose greater challenges with 2 new upcoming buildings in 7 <sup>th</sup> Avenue.	The Developer has provided the domestic water tank as per the norms i.e. U.G. Water Tank Size – 34.06 & 16.98 X 1.70). Reports of consultant are attached for reference purpose. In addition to existing UGT developer is going to build additional 178 Cum as per norms for future 2 buildings. In addition thereto, the Builder has constructed a Water Treatment Plant at township level.	It is mandatory to provide basic infrastructure as per regulation no 10.5 of ITP Policy. The Authority shall not grant Commencement Certificate to any fresh development until the development of additional required tanks is completed.
6	The STP provided below the ramp which is not	The Developer has obtained the building completion certificate on	For this sector part completion has been

	<p>accessible properly for managing operations. Due to this, STP is not even able to handle load of 5 buildings. What is provision of STP for new 2 building? As this STP is in -1 level, as this space is not ventilated properly, this is leading to foul smell in all parking area.</p>	<p>31<sup>st</sup> March 2015 bearing no. PMH/TS/SR/13/2015 and 10<sup>th</sup> February 2016 bearing no. PMU/MOUJE.JAMBE/S.N.Sector R7 /S.NO.33/82 respectively. Further the consent to operate was obtained by the builder on 19<sup>th</sup> March 2015 bearing no. BO-CAC-SELL/EIC No. PN24714-13/O (P)/CAC14589. By virtue of the same, the Developer was maintaining the said STP for five years from the date of possession till the time of handover of the operations to the Sector R7 provisional managing committee. During the period when builder was maintaining the said STP, no complaints were raised by the managing committee and the residents of Sector R7 against the STP. It certainly means that there is no issue in the operations of the STP. Attached Consent to operate and 6 Monthly reports.</p>	<p>issued by this office also some part is also under development so that it is mandatory for developer has to maintain the STP. Also it is mandatory to provide basic infrastructure as per regulation no 10.5 of ITP Policy; managing committee shall ensure proper operation of STP and submit compliance reports to Authority.</p> <p>As per the meeting held in Hon. Metropolitan planner as per direction developer has to appoint a technical person to ensure alternate position for STP and submit the report likewise.</p>
7	<p>Plaster of buildings is coming off the walls within 6 years' life of buildings, This pose serious questions on quality of work. Builder is not providing required documents for doing the structural/MEP audit.</p>	<p>The construction material/quality related issues have been resolved as and when raised by the residents. The necessary support has been provided to the residents of Sector R7 and managing committee. If any concerns are raised by the residents and managing committee of sector R7 then the required support will be given. Developer has form a committee to resolve all such type of issue. This committee did site visits and conducted meetings with society members to resolve the same.</p>	<p>The Project Proponent shall provide necessary platform for grievance redressal and submit compliance of resolved issues within 30 days .</p>
8	<p>There are many seepage issues in individual flats and common area which is leading to fast deterioration of life of buildings.</p>	<p>The builder has provided the necessary support in respect of the seepage issues related to the individual flats and common areas from time to time.</p>	<p>The Project Proponent shall provide necessary platform for grievance redressed and submit compliance of resolved issues within 30 days .</p>
9	<p>There are multiple issues of terrace glass breakage reported. These pieces of broken glass fall down from height. This may lead</p>	<p>The builder has provided the necessary support in regards to the said issue from time to time.</p>	<p>The Project Proponent shall provide necessary platform for grievance redressed and submit compliance of resolved</p>

	serious threat to life of residents.		issues within 30 days .
10	There is no sufficient provision of condominium office space for managing day to day operation Temporary office provision of office is done which is adequate and no plan shared yet on what is arrangement of permanent office for condominium / society of 880 and future 1230 flats.	The Developer has provided the office space as per sanctioned plan dated 22 <sup>nd</sup> December 2011 bearing no. PRH/KAVI/2902/2011 and 14 <sup>th</sup> November 2014 bearing no. PRH/TS/SR/25/2014 respectively and 11 <sup>th</sup> February 2022 bearing no. BMU/MOUJE.JAMBE,MARUNJI/ S.N. 86 and Ors/ Sector R7/C. R No. 1019/21-22.	The Project Proponent shall provide sanction plans of office to the Society.
11	There are changes in boundary of 7 <sup>th</sup> avenue without consent of resident leading to challenges in day to day operation.	The Developer has not made any alterations, modifications and revisions in the sanctioned building plan which is approved by the authority. Developer has not change any boundary other then sanction PLU and sector layout	Permissions and revisions are granted by PMRDA as per ITP norms, Society should specify challenges in detail to get appropriate solution .
12	There are just 10 visitor parking provided for 880 flats.	The Developer has provided the parking (Cars- 520, Scooter – 1782 Cycle – 1800) as per sanctioned plan dated 22 <sup>nd</sup> December 2011 bearing no. PRH/KAVI/2902/2011 and 14 <sup>th</sup> November 2014 bearing no. PRH/TS/SR/25/2014 respectively and 11 <sup>th</sup> February 2022 bearing no. BMU/MOUJE.JAMBE,MARUNJI /S.N. 86 and Ors/ Sector R7/C. R No. 1019/21-22	The Authority has granted Commencement Certificate for every sector by checking adherence to adequate car parking requirements as prescribed under DCPR which is commensurate with proposed land use and proposed built up area in each sector.
13	Many amenities mentioned in plan are not yet completed even after 6 + years of possession of this sector.	The construction work of Sector R7 is in the process. The remaining amenities will be provided in stages and before the completion of structures in Sector R7. In addition thereto, as mentioned in Annexure G annexed to the Agreement for Sale, the Developer has provided amenities such as Garden Area with Lawns, Garden furniture like seats and benches, shrub beds, pergola, senior citizen zone, garden on podium, multipurpose court, walkways, swimming pool, basket ball court, swimming pool, club house, party lawn, skating	The Project Proponent shall provide phase wise time bound program for development of township level amenities and no fresh residential permission shall be granted till fulfilment of essential amenities.

		court, baby pool, multipurpose play equipment.	
14	At the time of approval of building and possession there were water meter provided for each flat for solar water line. These are unilaterally removed by builder and taken away	The Developer has provided the all the specifications as per Agreement for Sale. Builder have given water meter at sector level as per agreement to sale.	The Project Proponent shall ensure monitoring of water supply through water meter and furnish details to the society members from time to time .
15	There are many township level amenities still not completed even after 10 + years of approval	The Developer has provided township level amenities such as fire station, police station, main entrance plaza, bus stop, solid waste management plant, MSCB sub station, water treatment plant, strom water system, jogging and cycling track along with internal roads of the township and garden. Further, the Township development work is still in the process, hence, the certain township level amenities will be provided in stages as and when the structures in the township will be completed as also stated in Agreement for Sale. Developer has already completed Township Level Amenities like School, part garden, Fire Station, Police Station, WTP, MSEDCL, SWMP, partly .essential shopping and vegetable market.	The Project Proponent shall provide phase wise time bound program for development of township level amenities and no fresh residential permission shall be granted till fulfilment of essential amenities.
16	As per township act, the township management committee need to formed. However, even after 10 + years of township approval, township management body is not formed. This is leading to leakages of funds collected from flat buyers as one time maintenance charges for township. There is no accountability of these funds. Over and above this, builder / developer is misusing this to harass flat buyers.	<ul style="list-style-type: none"> <li>The construction of the township is still in the process and hence the township level committee will be formed upon completion of the entire township. At present sector level management committee is formed. Developer has form a committee to resolve all such type of issue. This committee did site visits and conducted meetings with society members to resolve the same</li> </ul>	The Project Proponent shall provide necessary platform for grievance redressal and submit compliance of resolved issues within 30 days .


In view of the complaints made, it is evident that the development of social amenities /other utilities and economic activities is required to be undertaken as per regulation no 12.1 of Integrated Township Policy and the same is required to be shared with the citizens of the township through an appropriate interface. In summary it is observed that the aforesaid non-

residential activities are partly developed /under implementation. PMRDA shall ensure that the backlog if any of remainder of social amenities, utilities, economic activities shall be reviewed in the immediate revision of PLU that will follow in future .Such backlog shall also be cleared before consideration of any fresh permissions of residential activity .

Fundamentally the complaints emanate from the communication gap between the Project Proponent and the residents /citizens of the township with respect to the development permissions /Services and implementation of the same as per Integrated Township Policy. The Project Proponent shall ensure that he develops an appropriate platform for dissemination of the requisite information to all the residents at all time.

प्रत:- ७ th एव्हेंच्यु लाईफ रिपब्लिक तर्फे रहिवाशी श्री. श्रीकांत शेळके व इतर.

(मा. महानगर आयुक्त तथा मुख्य कार्यकारी अधिकारी यांच्या मान्यतेने )

  
मा. महानगर आयुक्त,  
तथा  
मुख्य कार्यकारी अधिकारी  
पुणे महानगर प्रदेश विकास प्राधिकरण,  
पुणे यांचे करिता



# ENVIRONMENTAL CLEARANCE

ANNEXURE-R-8

SPECIAL TOWNSHIP PROJECT

“I-VEN”

VILLAGE JAMBHE, MARUNJI, NERE,  
TEHSIL MULSHI, DIST. PUNE,  
MAHARASHTRA

RESIDENCE, OFFICES, EDUCATION,  
HEALTH AND UTILITIES

I-VEN TOWNSHIP (PUNE) PVT. LTD.  
2006-07

# INDEX

<b>1.</b>	<b>PROPOSAL</b>	<b>48850 Citizens, 11150 Visitors Standard Housing. Education. Health. Business. Facilities.</b>
<b>2.</b>	<b>LOCATION</b>	<b>&amp; Its Compatibility.</b>
<b>3.</b>	<b>HIERARCHY</b>	<b>Rules &amp; Compliances.</b>
<b>4.</b>	<b>VITAL STATISTICS</b>	<b>Area Statement</b>
<b>5.</b>	<b>SITE</b>	<b>Selection &amp; Suitability</b>
<b>6.</b>	<b>POLLUTION CONTROL</b>	<b>Water, Air, MSW, Aesthetics</b>
<b>7.</b>	<b>SUPPORT</b>	<b>Roads, Parking, Transport Movement</b>
<b>8.</b>	<b>ENVIRONMENT</b>	<b>Greenery, Harvesting, Storm-Drain</b>
<b>9.</b>	<b>TOWN MANAGEMENT</b>	<b>As Stop-Gap Local Body</b>
<b>10.</b>	<b>PRAYER</b>	<b>For Support</b>

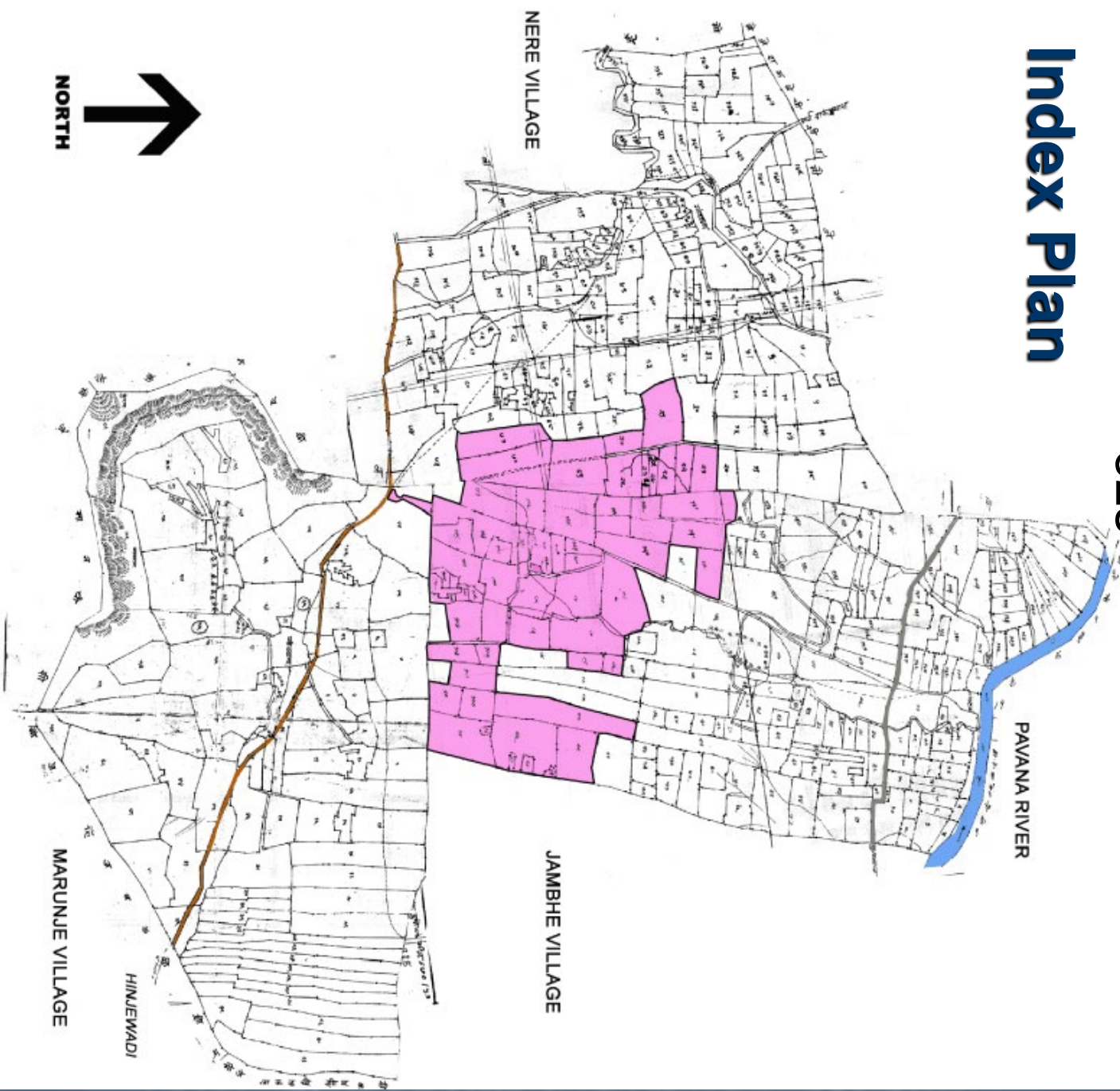
## BASED ON

- MoEF Guidelines, 1985 & 1994
- MoEF Appraisal Questionnaire, 2004
- Regional Plan, 1987
- State UDD Notification 2005
- Institute of Town Planners, Delhi.
- CPCB on Greening.
- CPCB on Harvesting.
- CPCB on Monitoring.
- IRC 86-1983
- CPHEO

## PERMISSIONS SOUGHT

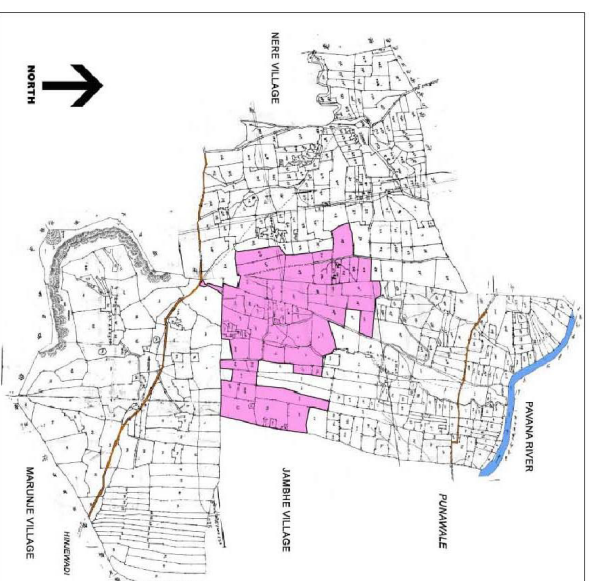
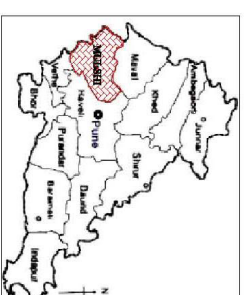
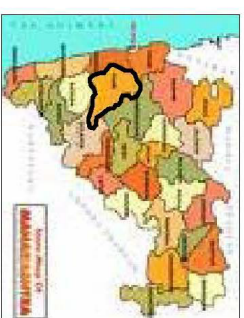
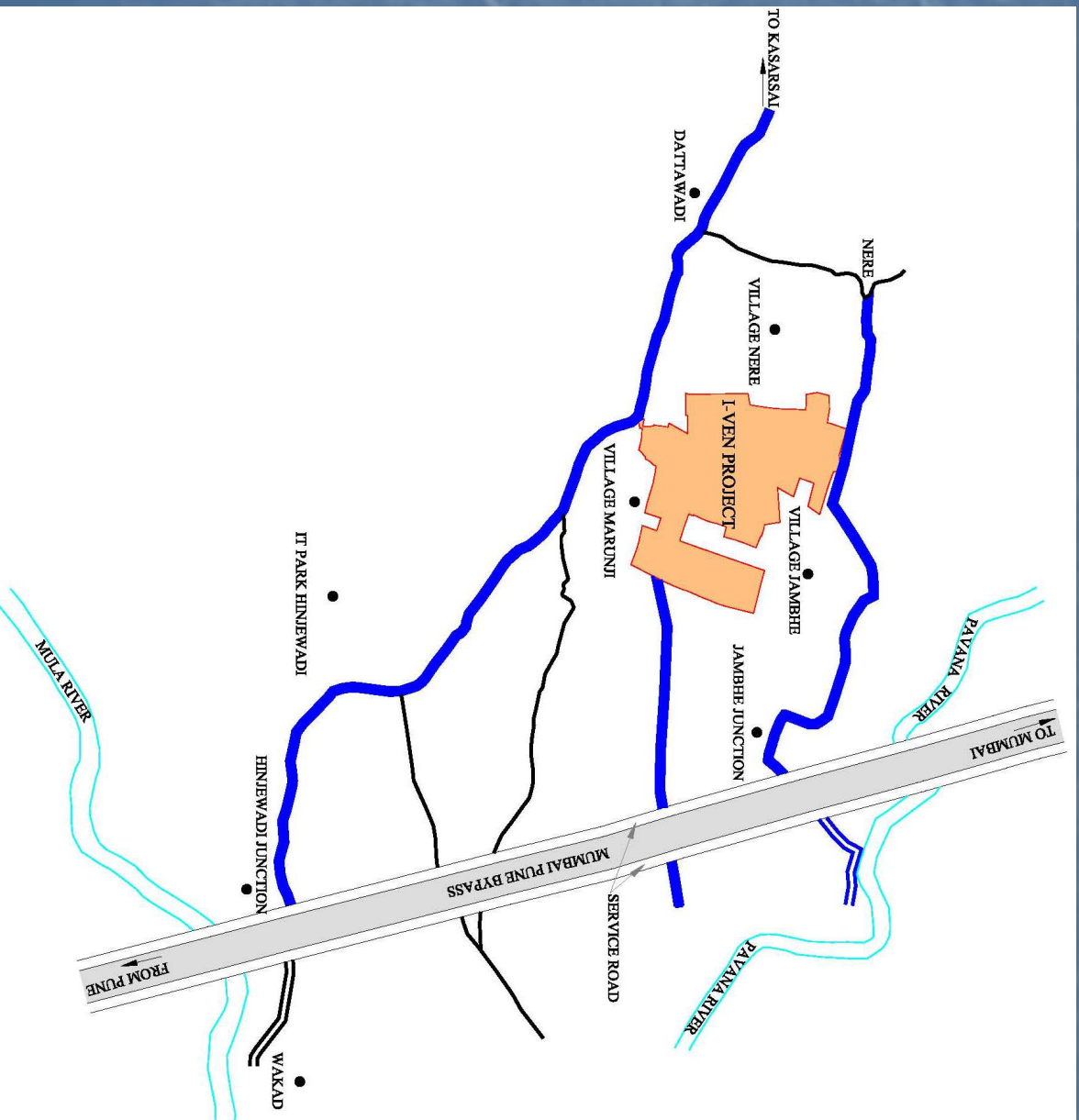
- Archeological Dept, Govt. of India.
- Location Clearance, Urban Development Dept, State.
- Environment Dept, State.
- Irrigation Dept, State.
- MSEB
- Forest Dept, State
- NOC Gram Panchayat

# Index Plan



# Location Map

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# SPECIAL TOWNSHIP

Notification of UDD 16-11-2005

Concept- Private Help to Govt. to Solve Housing Problem

Step	Name	BY	Consulting State Dept. of
One	Location Clearance	State UDD	Environment, Irrigation, Town Planning
Two	Environmental Clearance	MoEF	
Three	Letter of Intent	Collector	Location & Environmental Clearance
Four	Plan Passing	Collector	Town Planning
Five	Completion Certificate	Collector	MPCB, Forest, Fire, Town Planning

Special Township DC Rules Laid



# 527 Special Township DC Rules

Area Min 100 Acres	556.45 Acres
For Park/Garden 20%	Green 50%
Residence 60% of Remaining	Yes 60%
Small Flat LIG 10%	Yes
Amenity Space 5%	Education, Health, Utilities 17.5%
Do Rain Harvesting	Done. Load reduced by 36%
Sewage Treatment	Full for 5.885 MLD
MSW Management	22 TPD. Care Taken.
Trees @ 150/hect resi., 400/hect NDZ	Reqd = 60500. Plan 82500 + Lawn
Road Network	
<ul style="list-style-type: none"> <li>■ Main/ Ring Road 18-24 m</li> <li>■ Internal Min 9m</li> </ul>	<ul style="list-style-type: none"> <li>■ 7089 m</li> <li>■ 5844 m</li> </ul>
Parking as per "A" Municipal Council - 7207 4W	7500- 4Wheeler's, 13176 2Wheeler's & Bicycles. Additional Bus trips

# SITE SELECTION

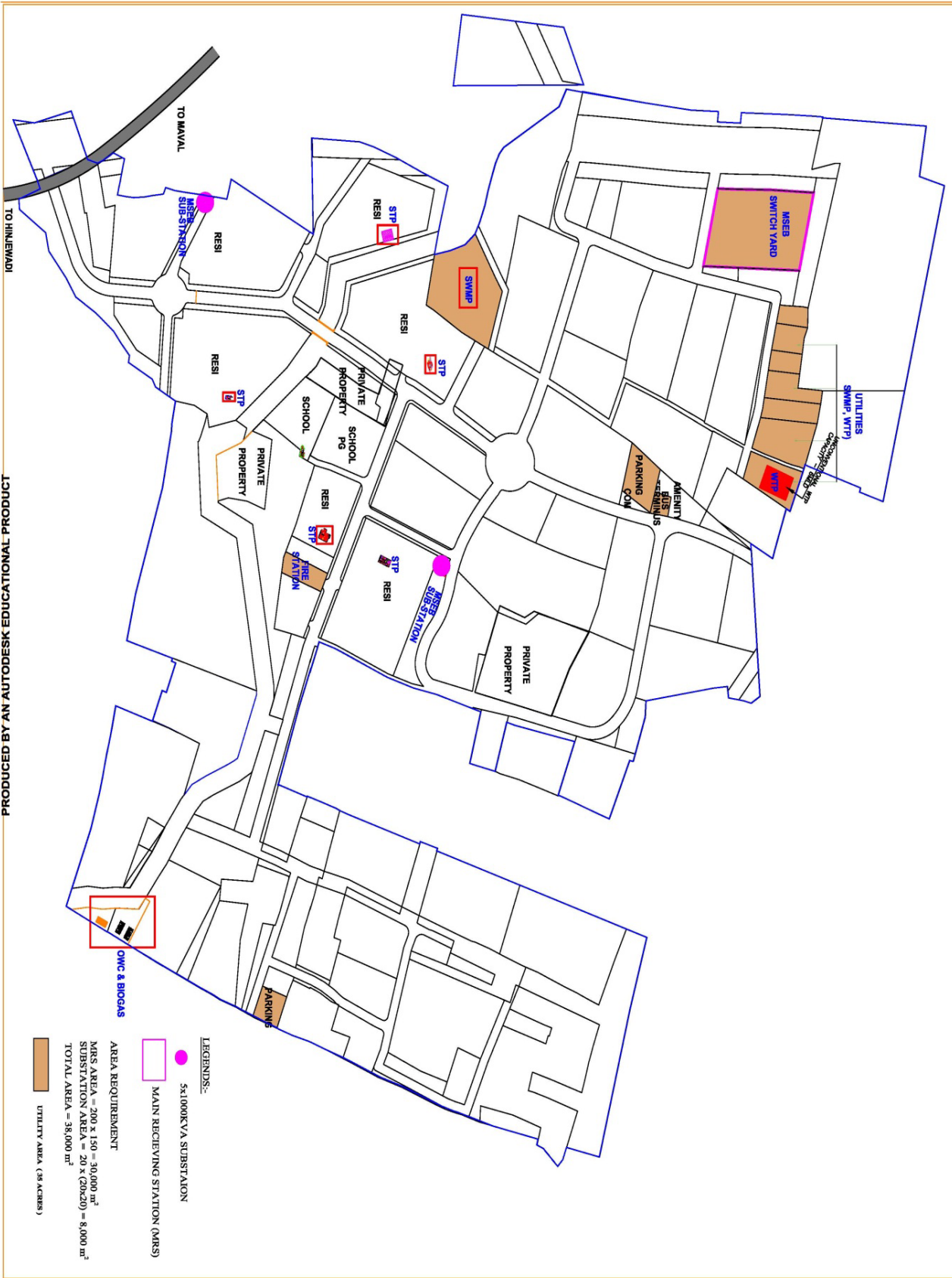
528

- **Need based in Pune. Growth 600% in 6 decades.**
- **Power Supply to be Available.**
- **No Forestland be involved.**
- **No Demolition.**
- **No Displacement. No Rehabilitation.**
- **Not in HFL, CRZ or Fragile Area.**
- **Land Gentle, Cutting-Filling balances. Trees saved.**
- **Surrounding Compatible.**
- **NOC from Gram-Panchayat.**
- **Location Clearance from UDD.**
- **Connected with Road, Rail and Air.**

# Service Layout

529

PRODUCED BY AN AUTODESK EDUCATIONAL-PRODUCT



- LEGENDS:-**
- 5x1000KVA SUBSTATION
  - MAIN RECEIVING STATION (MRS)
- AREA REQUIREMENT**
- MRS AREA = 200 x 150 = 30,000 m<sup>2</sup>
  - SUBSTATION AREA = 20 x (20x20) = 8,000 m<sup>2</sup>
  - TOTAL AREA = 38,000 m<sup>2</sup>
- UTILITY AREA (38 ACRES)**

PRODUCED BY AN AUTODESK EDUCATIONAL-PRODUCT

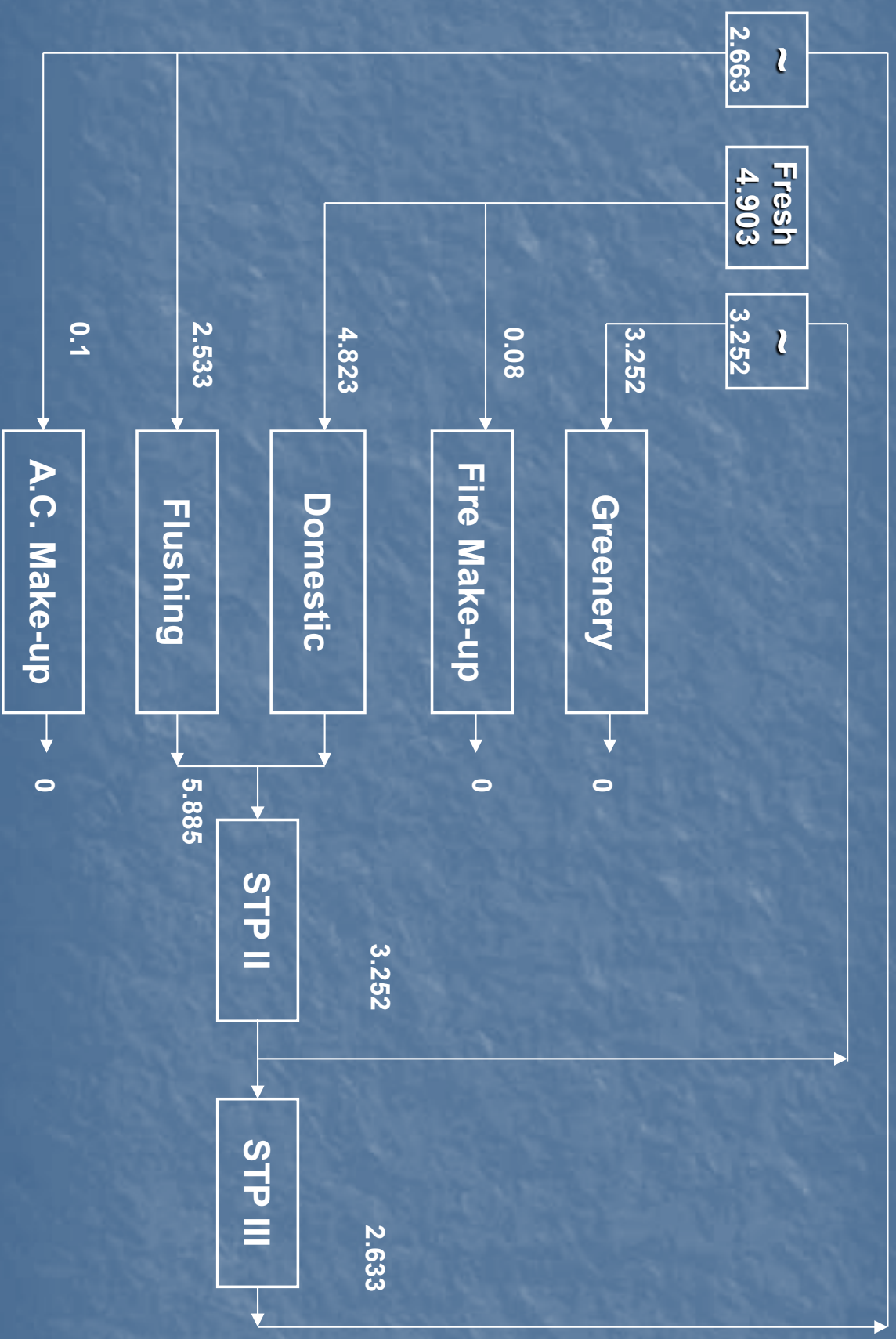
# WATER & WASTEWATER

530

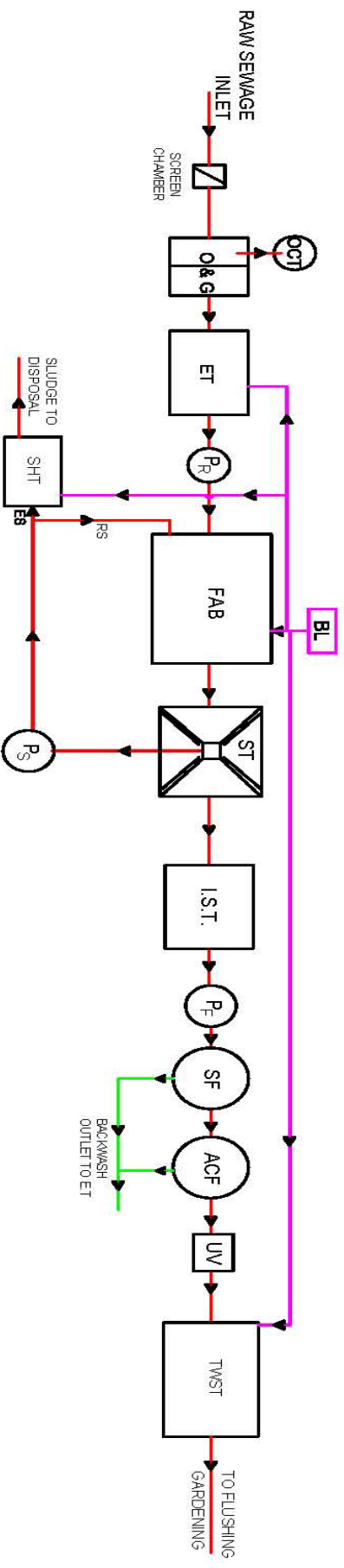
Available?	Govt. Supply. Dependable.
Purified?	Own Water Works. RSF & Disinfection.
Distributed?	Own Lines, With Care. Ground and ESR. 24-Hour Supply Avoids Wastage & Contamination. Free Repair Squad.
Quantity	Fresh 5.436 MLD, Self reuse 5.885 MLD Dual Plumbing.
Sewage?	Collected 100%. Zero Slum. Sanitary Inspector Team.
STP	Full Fledged. BOD 10 & 30 mg/lit.
Disposal	Flushing 2.553 MLD. On Land 3.252 MLD by Sprinklers/ Drip. None to surface or Ground-water.

CONFIDENT because BO & not BT.

# WATER<sup>531</sup> REGIME



# STP DESIGN



**FLOW DIAGRAM**

# RAINWATER HARVESTING

## CPCB GUIDELINES, 2001

<b>Objective</b>	Collect & Recharge GroundWater
<b>Tools</b>	Roof, Down-take Pipes, Collection, Percolation Pits, Gravity Pipes
<b>Pit Capacity</b>	Area x Rain on Max Rainy day x Co-eff.
<b>Provided</b>	Pits spread over. 233 # 3 x 6 x1.38 m Pre-treatment Oil-Grease & SS removal
<b>Storm Water</b>	<ul style="list-style-type: none"> <li>■ Terracing Sequencing,</li> <li>■ Garland Drains,</li> <li>■ Detention, Short Bundling,</li> <li>■ Silt Inspection and Removal.</li> <li>■ Used for Recharging by Vertical Pipes.</li> </ul>



# AIR POLLUTION

SPM more sensitive, than SO<sub>2</sub>, NO<sub>x</sub>, CO, HC  
 Prevention → Abatement → Control → Mitigation

Construction Phase	Operation Phase
<ul style="list-style-type: none"> <li>■ Material Just In Time JIT</li> <li>■ Unload daytime</li> <li>■ Separate Entrance-Exit</li> <li>■ Trucks covered</li> <li>■ Int. Roads Smooth, Level</li> <li>■ Area shielded</li> <li>■ Reliance on MSEB, Less on DG</li> <li>■ No Quarrying. No Crushing.</li> <li>■ Noising Machines at work 80-100</li> <li>■ At Boundary 65-75 dB</li> <li>■ Stress on Ready Mix Concrete</li> </ul>	<ul style="list-style-type: none"> <li>■ No Industrial activity</li> <li>■ DG Set New Design, Noise attenuated (62#, None &gt; 1000 KVA)</li> <li>■ Stacks as per Norms</li> <li>■ Trees number, Spacing, Heights well designed.</li> <li>■ No. of Trees 33000, Shrubs 49500, Lawn 175 acres</li> <li>■ No Open Burning of Leaves</li> <li>■ PUC Certification insisted.</li> <li>■ Walk to destination.</li> </ul>

## **Solid Waste – MSW**

- Collection 100% Every Day.
- Awareness Training. No Slums. Sanitary Team.
- Rag-pickers Organized and Maintained. LSG Institute
- No Multiple Handling. Colour-coded Drums.
- Monsoon-Extra Care. No Stray Animals.
- Efforts of “No-Plastic” in Township Shops.
- Documentation Everyday.

## **Biomedical Waste**

- Health Centre Dispensary, Polyclinic & First Aid Unit.
- To PMC/PCMC Common Facility.

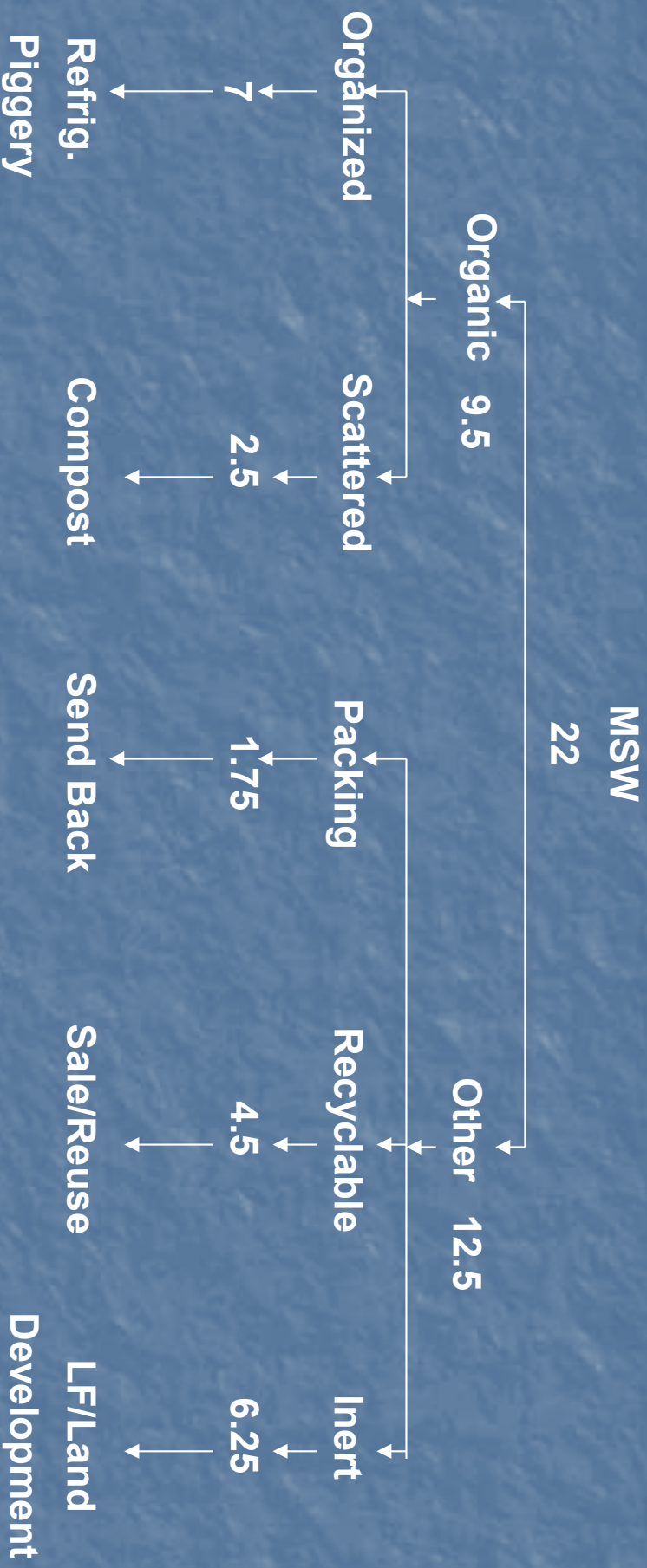
## (A) Construction Phase 537

#	Particulars	Responsible Care
1	Debris, Waste Concrete/ Plaster	Remove every week. Reuse for Landscape. Reuse for Road Infra.
2	Soil top layer	With Care. Preserve. Reuse for Plantation.
3	Food waste	Compost anaerobically

## (B) Operation Phase

#	Particulars	Responsible Care
1	Handling	Source Segregation. Dry-Wet. Organize Rag Picker.
2	Food waste	Compost aerobically. Refrig → Piggery
3	Tree leaves	Mulching / Composting / No Open Burning.
4	Glass, Plastic, Paper, Rubber	To Authorized Vendors

# Solid Waste Regime in TPD



# 539 ENERGY

## MSEB

- Power requirement = 30 MVA
- Back-up = DG Sets 125 to 500 KVA,  
62 #, 22.75 MVA
- Solar for Heating

## Solar

- MEDA Consulted.
- No. of collectors = 7672, Covers area = 15344 sqm.
- Capacity = 100 lit/family for 9770 families.

# 540 Road

- Objectives**
- = Design per IRC
  - = Reach everywhere
  - = Good surfaces, No Pot-holes
  - = Good Visibility, Easy Curves, Cool
  - = No Hindrance, No Jam, No Parking

Type	Numbers of Such Roads	Width m	Length m	X-sec. Elements
A	1	33	2143	4 lane (*) (\$)
B	8	20	4946	2 lane (*) (\$)
C	7 & links	17	4344	2 lane (*) (\$)
D	1	15.5	1500	1 lane (@)

(\*) Divided Carriageway

(\$) Footpaths

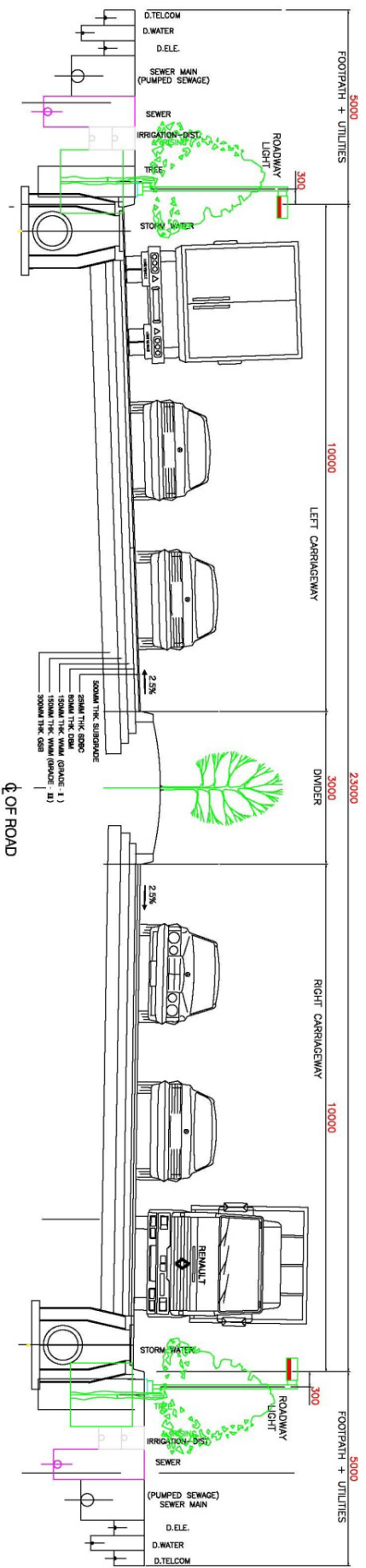
(@) carriageway with shoulders

**Area in Acres = ROW + Other = 66**

- Illuminated.
- 4 # Prominent Entries. (Open for Villagers)

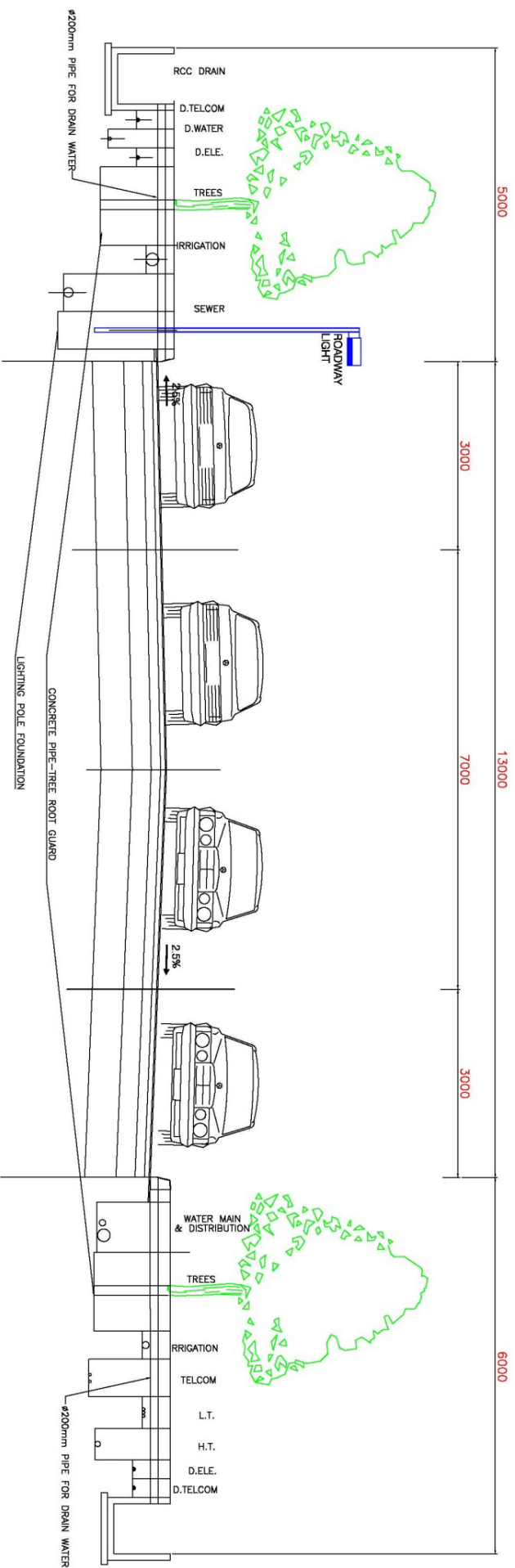


# Road Sections



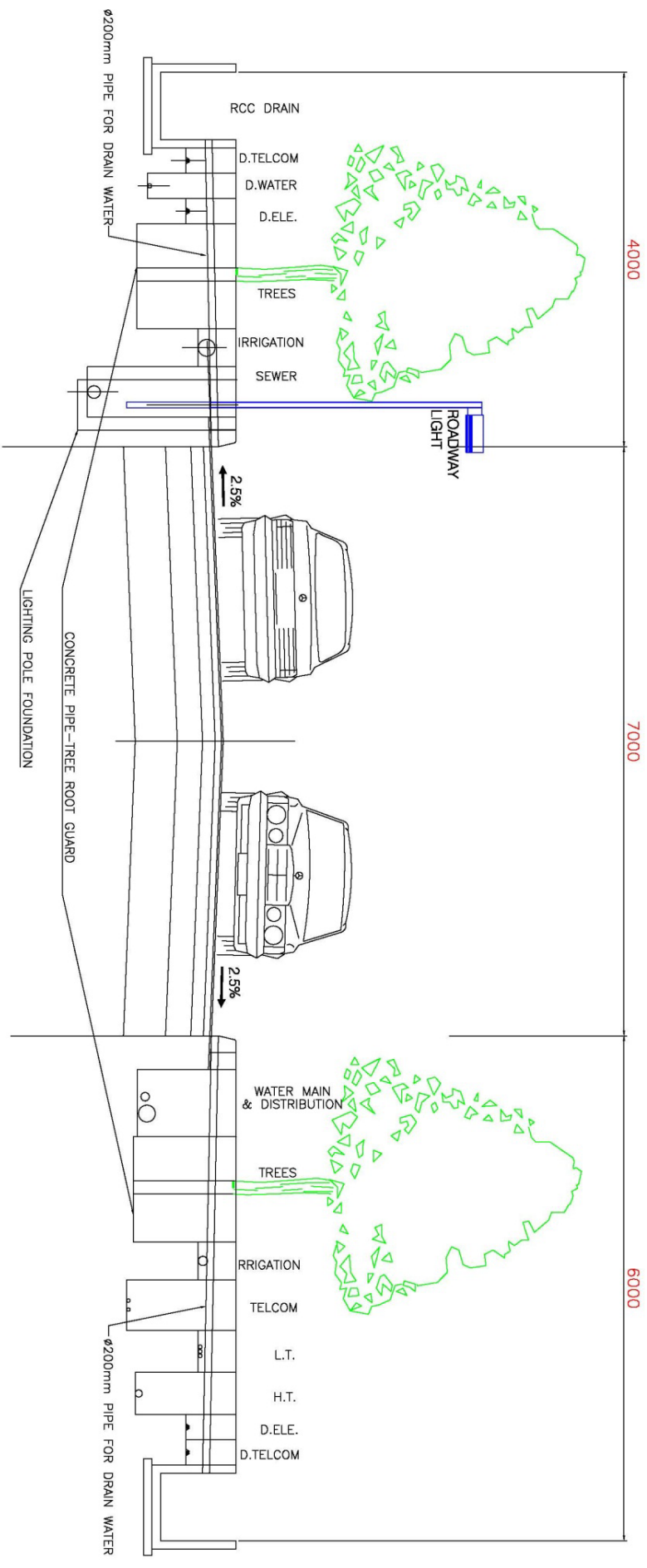
**TYP A**

# Road Sections



**TYP B**

# Road Sections



**TYP C**

# 545 PARKING

Objective = Future Trend.

= Rest Rooms to Drivers. Consider Buses.

- 4 Ways = Basement, Under Stilts, Covered Podium & Individual Plot.
- Accommodates

Type	Required "A" Mun	Provided
4-W	7207	7500
2-W	--	8300
Bicycle	--	4880

AND 10 Bus trips

- Pre-monsoon Scrubbing.
- Greening around & On Podium.

# GREENING DRIVE

- **Objective:** Feeling with Mother Nature  
Healthful living  
Utilize NPK & C, & CO2  
Hide Land-use
- CPCB Publication 158 Species for Bio-diversity
- Three Rows Curtain, Road Side Avenue Trees, Ornamental in Parks.
- Water No Problem, Nursery, Tools, Gardeners arranged.

## Greening

#	Types	Required	Planned
1	Tree/Shrubs No.s	60500	82500
2	Lawn Sqm	--	Golf Course, etc.

# SAFETY & HYGIENE

Construction Phase	Operation Phase
<ul style="list-style-type: none"> <li>■ Majority work in Day time</li> <li>■ Drinking Water Facility</li> <li>■ Septic Tanks</li> <li>■ First Aid</li> <li>■ Crèches</li> <li>■ Camp Barricaded</li> <li>■ Pest Rodent Control</li> <li>■ Avoid Water Logging</li> </ul>	<ul style="list-style-type: none"> <li>■ Fire hydrant, Sprinkler, wet risers</li> <li>■ Pumps Auto-start</li> <li>■ Fire-alarm Manual &amp; hooter</li> <li>■ Safety per CFO</li> <li>■ Passive fire protection</li> <li>■ Isolated staircases, 1/2 hr ventilation</li> <li>■ Emergency lights in stairs</li> <li>■ Fire lift for fire brigade</li> <li>■ Refuge areas on floors</li> </ul>

# 548 Conservation

## Fly-ash Substitute

Work	RCC	Masonry	Plaster	Water Proofing	Block-make
%	25	33	33	33	80

## Water

- Fully recycled

## Energy

- Orientation of buildings
- Atrium High Roof Light
- Solar hot water for families & Eateries
- Like EMP, BMS building management system. “On” just before need, “off” forthwith. BMS Holistic approach
- VRV for shops A.C. Also TFA (treated fresh air) system. Multi-compressors.
- Avoid long ducts & high size
- Cantilever Chajjas, Hoarding Space, Show-windows reduce heat gain.
- Variable speed pumps
- CFL fixtures & Metalhalide External Fixtures

# IMPACT

#	ATTRIBUTE	EXISTING	PROPOSED	REMARKS	IMPACT
1	Land-use	Barren	Residential	Permitted	Neutral
2	Connectivity	Road	Wider Road	Safe & Secure	+ ve
3	Site Modification	Nearly Plane	Same	Landscaping done	+ ve
4	Natural Drain	Nalla	Trained Strom-water	Improves	+ ve
5	Rainwater Loss	Natural way	Improved	Harvesting done	+ ve
6	Groundwater	Used	Not used	Recharging	+ve
7	Surface water	Non Point	Added	Treated, Recycled	Neutral
8	Greenery	Natural	Added	Substantial	+ve
9	Temperature	Ambient	Raised but	Mitigation attempted	-ve
10	Noise	Ambient	Residential	Mitigation attempted	-ve
11	Jobs	Nominal	Considerable	At many levels	+ve

**2 Negative, 2 Neutral, 7 Positive**

# NEW TOWN MANAGEMENT

## · Many Types

B	BT	BOT	BOO	BO
--	--	--	--	YY

- Operating Agency as Local Body.
- Till UDD advises taking over
- Many Wings = Admin, Engineering, Legal, PR & Environment.
- Manage = All facets.
- Relations many-folds, Internally & Externally.

# PRAYER

- **Housing Big Problem.**
- **In Pune More So.**
- **Government Efforts Inadequate.**
- **Private Participation Encouraged.**
- **Precautions taken as Desired by MOEF, MPCB & CPCB.**
- **Hence Prayer For Support.**

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# THANK YOU!



<u>R7 STP REVAMPING COST (DATE OF START 25th Oct 23 -Till Date )</u>						
Date	Description	Amount	Order status	Remark		
	<b>Supply of diffuser</b>					
25th oct23	Diffuser supply	36000.00	P.O .Issued	Initially diffuser changed as per the site requirement with internal operation team		
	<b>Total Cost</b>	<b>36,000.00</b>				<b>A</b>
	<b>ERA Hydro Biotech Revamp Cost</b>	-	-	-	-	-
-		-	-	-	-	-
19-Feb-24	M/s ERA - SITC of Cutter Pump ,panel ,Blowers gaskaets etc work	12,99,273.14	Order issued	M/s ERA Hydro Biotech is assigned for revamping of STP work from 11th Dec 2023		
10-Jan-24	M/s ERA -SITC of Air Blowers with acoustic hood	3,30,000.00	Order issued			
9-Jan-24	M/s ERA -SITC of Air Blowers with accoustics hood	3,30,000.00	Order issued			
11-Dec-23	M/s ERA -SITC of bubble diffusers ,Pressure gauge,media etc work	4,16,523.40	Order issued			
11-Dec-23		3,41,737.00	Order issued			
27-Mar-24	M/s ERA -Ozonator system ,submersible pump ,barscreen etc and misc work	10,02,340.00	Order issued			
22-Apr-24	M/s ERA -SITC of Winding tapping terminal box bushing sleeves gland water sleeves etc	5,05,656.00	Order issued			
4-Jul-24	M/s ERA -R7-Supply of STP Spares	6,320.00	Order issued			



23-May-25	M/s ERA -AMC for 3 month May ,June ,July 25	487947.00	Order issued			
<b>Total Cost</b>		<b>26,75,988.00</b>				<b>C</b>
<b>SARAPPLAST STP Sludge removal</b>						
6-Jan-24	M/s Saraplast - Sludge removal from	210000.00	Order issued			
8-Jan-24	STP (Sewage Removal)	210000.00	Order issued		During overflows of STP & during maintenance work of STP it is essential for sludge removal accordingly M/s Saraplast (sewage removal agency) deployed .	
1-Feb-24		203000.00	Order issued			
		210000.00	Order issued			
18-Oct-24		100000.00	Order issued			
31-Jan-25		144000.00	Order issued			
<b>Total Cost</b>		<b>10,77,000.00</b>				<b>D</b>
<b>STP cleaning</b>						
17-Feb-24	AQUA TECH ENGINEERS	1,04,160.00	Order issued			
1-Nov-23	AQUA TECH ENGINEERS	1,18,000.00	Order issued		before installation of bar screen and maintenance Said tank required to be cleaned accordingly M/s Aqua Tech Egg (Tank Cleaning agency) deployed .	
31-Aug-24	AQUA TECH ENGINEERS	45,000.00	Order issued			
7-Jan-25	AQUA TECH ENGINEERS	90,000.00	Order issued			
<b>Total Cost</b>		<b>3,57,160.00</b>				<b>E</b>

<b>Borewell Water supply</b>						
6-Feb-24	Purva Ent	2,07,000.00	P. O Issued	For executing above tank cleaning activity Water supply is required accordingly water issued vide tankers		
30th April 24	Purva Ent	90,000.00	P. O Issued			
<b>Total Cost</b>		<b>2,97,000.00</b>				<b>F</b>
<b>STP VENTILATION WORK</b>						
15-May-24	ANS Aircon	11,00,000.00	P. O issued	For ventilation work vendor M/s ANS aircon deployed		<b>G</b>
<b>TOTAL EXPENSES ON STP AS ON DATE</b>		<b>1,10,29,374.54</b>				<b>A+B+C+D+E+F+G</b>

<b>PROJECT</b>	R7 STP @ LIFE REPUBLIC		
<b>WORK</b>	COST IMPLICATION FOR SECTOR R7 EXISTING STP REVAMPING WORK @ LIFE REPUBLIC		
<b>Sr.No.</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>Agency deployed</b>
I	STP REVAMPING COST	54,86,226.54	M/s ERA HYDRO BIOTECH
II	AMC COST	26,75,988.00	
	<b>REVAMPING COST</b>	<b>81,62,214.54</b>	<b>C</b>
I	DIFFUSER SUPPLY	36000.00	
II	STP SLUDGE REMOVAL	10,77,000.00	Saraplast
III	STP CLEANING	3,57,160.00	Aquatech Engg
IV	BOREWELL WATER SUPPLY	2,97,000.00	Purva Enterprises
	<b>MISC COST</b>	<b>17,67,160.00</b>	<b>A</b>
I	STP VENTILATION	11,00,000.00	ANS Aircon
	<b>VENTILATION COST</b>	<b>11,00,000.00</b>	<b>B</b>
	<b>TOTAL FINANCIAL IMPLICATION FOR REVAMPING</b>	<b>1,10,29,374.54</b>	<b>A+B+C</b>
<b>Note-</b>	Implication considered is with respect to as on date issued order.		



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**SSAS LABORATORY**

(FORMERLY SHREE SIDHDHIVINAYAK AQUA SOLUTIONS LLP)

**ANNEXURE-R-10**

NABL ACCREDITED LABORATORY

**TEST REPORT**

Report No/ULR No : SSAS202512090078 Sample Code No : SSAS/2025/12/049  
 Sample Receipt Date : 04.12.2025 Sample Description : Water  
 Analysis Start Date : 04.12.2025 to 09.12.2025 Sample Condition : Satisfactory  
 Date of Report Issue : 09.12.2025 Sample Type & Qty : Water Sample, 1 lit  
 Sample Marked As : STP Treated Water

**Issued to: KOLTE PATIL INTEGRATED TOWNSHIPS LIMITED**

Sr.No.74,Marunji, Tal . Mulshi, Pune - 411057

Sl. No	PARAMETER TESTED	UNITS	RESULT	IS2490	TEST METHOD
PHYSICO-CHEMICAL				Requirement (Acceptable Limit)	
1.	pH	-	8.18	5.5-9.0	IS: 3025 Part-11
2.	Total Dissolved Solids	mg/L	446	Max 2100	IS: 3025 Part-16
3.	Turbidity	NTU	2.8	Max 5	IS:3025 Part -10
4.	Carbon dioxide	mg/L	7.6	Not Specified	IS: 3025 Part-58
5.	Total Alkalinity	mg/L	169.4	Not Specified	IS: 3025 Part-21
6.	Chemical Oxygen Demand	mg/L	31.5	Max 50	IS: 3025 Part-58
7.	Biochemical Oxygen Demand, 5 d, 20°C	mg/L	9.1	Max 10	IS: 3025 Part-44
8.	Total Suspended Solids	mg/l	2.3	Max 10	IS: 3025 Part-17
9.	Ammoniacal Nitrogen	mg/l	2.1	Not Specified	IS: 3025 Part-34
10.	Total Nitrogen	mg/l	3.9	Not Specified	IS: 3025 Part-37
11.	Oil & Grease	mg/l	< 2.0	Max 10	IS: 3025 Part-39
BACTERIOLOGICAL					
12.	Total Coliform (MPN/100ml)	-	Absent	Absent	IS: 1622, 1981

**Remarks:** 1) The above water sample **Conforms** to IS: 2490-1974 Inland Water Specification with respect to the test conducted.

2) The results relate to parameters tested.

**Note:**

- # To be applicable only when water is chlorinated. Minimum 0.2 mg/l
- Test results are applicable to the sample/s tested as per Job ID only.
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**Authorised Signatory**

Mr Vishal D

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Undri, Pune 411060

559

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**TEST REPORT**

Report No/ULR No : SSAS202512150117 Sample Code No : SSAS/2025/12/088  
 Sample Receipt Date : 10.12.2025 Sample Description : Water  
 Analysis Start Date : 10.12.2025 to 15.12.2025 Sample Condition : Satisfactory  
 Date of Report Issue : 15.12.2025 Sample Type & Qty : Water Sample, 1 lit  
 Sample Marked As : STP Treated Water

**Issued to: KOLTE PATIL INTEGRATED TOWNSHIPS LIMITED**

Sr.No.74,Marunji, Tal . Mulshi, Pune - 411057

Sl. No	PARAMETER TESTED	UNITS	RESULT	IS2490	TEST METHOD
PHYSICO-CHEMICAL				Requirement (Acceptable Limit)	
1.	pH	-	8.10	5.5-9.0	IS: 3025 Part-11
2.	Total Dissolved Solids	mg/L	429	Max 2100	IS: 3025 Part-16
3.	Turbidity	NTU	2.1	Max 5	IS:3025 Part -10
4.	Carbon dioxide	mg/L	6.8	Not Specified	IS: 3025 Part-58
5.	Total Alkalinity	mg/L	158.4	Not Specified	IS: 3025 Part-21
6.	Chemical Oxygen Demand	mg/L	29.5	Max 50	IS: 3025 Part-58
7.	Biochemical Oxygen Demand, 5 d, 20°C	mg/L	8.5	Max 10	IS: 3025 Part-44
8.	Total Suspended Solids	mg/l	1.8	Max 10	IS: 3025 Part-17
9.	Ammoniacal Nitrogen	mg/l	2.3	Not Specified	IS: 3025 Part-34
10.	Total Nitrogen	mg/l	4.2	Not Specified	IS: 3025 Part-37
11.	Oil & Grease	mg/l	< 2.0	Max 10	IS: 3025 Part-39
BACTERIOLOGICAL					
12.	Total Coliform (MPN/100ml)	-	Absent	Absent	IS: 1622, 1981

**Remarks:** 1) The above water sample **Conforms** to IS: 2490-1974 Inland Water Specification with respect to the test conducted.

2) The results relate to parameters tested.

**Note:**

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NABL ACCREDITED LABORATORY

**TEST REPORT**

Report No/ULR No : SSAS202512150128 Sample Code No : SSAS/2025/12/098  
 Sample Receipt Date : 11.12.2025 Sample Description : Water  
 Analysis Start Date : 11.12.2025 to 15.12.2025 Sample Condition : Satisfactory  
 Date of Report Issue : 15.12.2025 Sample Type & Qty : Water Sample, 1 lit  
 Sample Marked As : STP Treated Water

**Issued to: KOLTE PATIL INTEGRATED TOWNSHIPS LIMITED**

Sr.No.74,Marunji, Tal . Mulshi, Pune - 411057

Sl. No	PARAMETER TESTED	UNITS	RESULT	IS2490	TEST METHOD
PHYSICO-CHEMICAL				Requirement (Acceptable Limit)	
1.	pH	-	8.09	5.5-9.0	IS: 3025 Part-11
2.	Total Dissolved Solids	mg/L	430	Max 2100	IS: 3025 Part-16
3.	Turbidity	NTU	1.8	Max 5	IS:3025 Part -10
4.	Carbon dioxide	mg/L	6.2	Not Specified	IS: 3025 Part-58
5.	Total Alkalinity	mg/L	155.8	Not Specified	IS: 3025 Part-21
6.	Chemical Oxygen Demand	mg/L	30.4	Max 50	IS: 3025 Part-58
7.	Biochemical Oxygen Demand, 5 d, 20°C	mg/L	8.9	Max 10	IS: 3025 Part-44
8.	Total Suspended Solids	mg/l	2.3	Max 10	IS: 3025 Part-17
9.	Ammoniacal Nitrogen	mg/l	1.9	Not Specified	IS: 3025 Part-34
10.	Total Nitrogen	mg/l	3.8	Not Specified	IS: 3025 Part-37
11.	Oil & Grease	mg/l	< 2.0	Max 10	IS: 3025 Part-39
BACTERIOLOGICAL					
12.	Total Coliform (MPN/100ml)	-	Absent	Absent	IS: 1622, 1981

**Remarks:** 1) The above water sample **Conforms** to IS: 2490-1974 Inland Water Specification with respect to the test conducted.

2) The results relate to parameters tested.

**Note:**

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**MAHARASHTRA POLLUTION CONTROL BOARD  
REGIONAL LABORATORY, PUNE**

Phone no. : 020-25811698  
Visit us at : <http://mpcb.gov.in>  
mail : [sopunelab@mpcb.gov.in](mailto:sopunelab@mpcb.gov.in)



"Your Service is our Duty"

Regional Laboratory, Pune, Maharashtra  
Pollution Control Board, Jog Center, 3rd  
Floor, Mumbai Pune Road,  
Wakdewadi, Pune- 411 003

**Test Report No.:** MPCB/RL-Pune/JVS/24-25/01/123-B

**Date:** 18/01/2025 11:30 PM

**Analysis Report-Water (JVS)**

<b>Field Sample ID :</b>	BR-0087855		
<b>Name &amp; Address of the Industry</b>	Kolte Patil I-Ven Township (Pune)Ltd O21 Building and construction project more than 20,000 sq. m built up area		
<b>Sampling Location :</b>	STP (Sector R-7)		
<b>Lab code :</b>	MPCB/RL-Pune/JVS/24-25/2171		
<b>Sampling Method(s) :</b>		<b>Sample Details (Water/Air/HW) :</b>	Water
<b>Sampling drawn by (Officer name):</b>	FO-Pune II (Sushma Kumbhar)	<b>Sample Volume Received :</b>	
<b>Sample submitted by (Name) :</b>	FO-Pune II (Sushma Kumbhar) (SRO-Pune II)	<b>Seal No. :</b>	235
<b>Date of Sample Collection.(dd/mm/yyyy) :</b>	24/12/2024 03:45 PM	<b>Date of Sample receipt to Laboratory (dd/mm/yyyy) :</b>	27/12/2024 02:50 PM
<b>Analysis start Date (dd/mm/yyyy) . :</b>	27/12/2024 05:13 PM	<b>Analysis end Date (dd/mm/yyyy) . :</b>	18/01/2025 11:28 PM

**Test Report**

Sr.No	Parameter	Results	Unit	Method Adopted
1	pH	6.9		APHA 24th Edition 4500-H+ B (Electrometric Method)
2	Suspended Solids ( SS )	38.0	mg/l	APHA 24th Edition 2540 D (Gravimetric Method)
3	Ammonical Nitrogen	9.12	mg/l	
4	Biochemical Oxygen Demand (BOD)	10.9	mg/l	IS 3025 (Part 44)
5	Chemical Oxygen Demand (COD)	44.0	mg/l	APHA 24th Edition 5220 B (Open Reflux Method)
6	Nitrate Nitrogen	2.76	mg/l	

Abbreviations: - BDL=Below Detectable limit, N.D.=Not Detected, N.A.= Not Analyzed

**Remarks:** sample was submitted late without preservation.

**Remark for Amended Report:**

**Remark: - Note: This test report refers only to the sample submitted for the testing.**

**Results Compiled by:** Sumitra S Mahajan

**Results Approved by:** Sumitra S Mahajan

**Results Reviewed by:** Sumitra S Mahajan

*# This is an Electronically generated report does not require signature*

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Note :

1. The results refer to the samples and parameters requested for analysis.
2. Abbreviations: - BDL=Below Detectable limit, N.D.=Not Detected, N.A.= Not Analyzed
3. The Contents of this Report shall not be reproduced in part or in full without written approval of laboratory.

**Sumitra S Mahajan**  
Scientific Officer,  
I/c Regional Laboratory,  
Pune,

End of The Report

**MAHARASHTRA POLLUTION CONTROL BOARD  
REGIONAL LABORATORY, PUNE**

Phone no. : 020-25811698  
Visit us at : <http://mpcb.gov.in>  
mail : [sopunelab@mpcb.gov.in](mailto:sopunelab@mpcb.gov.in)



"Your Service is our Duty"

Regional Laboratory, Pune, Maharashtra  
Pollution Control Board, Jog Center, 3rd  
Floor, Mumbai Pune Road,  
Wakdewadi, Pune- 411 003

**Test Report No.:** MPCB/RL-Pune/JVS/24-25/01/123-B

**Date:** 18/01/2025 11:30 PM

**Analysis Report-Water (JVS)**

<b>Field Sample ID :</b>	BR-0087855		
<b>Name &amp; Address of the Industry</b>	Kolte Patil I-Ven Township (Pune)Ltd O21 Building and construction project more than 20,000 sq. m built up area		
<b>Sampling Location :</b>	STP (Sector R-7)		
<b>Lab code :</b>	MPCB/RL-Pune/JVS/24-25/2171		
<b>Sampling Method(s) :</b>		<b>Sample Details (Water/Air/HW) :</b>	Water
<b>Sampling drawn by (Officer name):</b>	FO-Pune II (Sushma Kumbhar)	<b>Sample Volume Received :</b>	
<b>Sample submitted by (Name) :</b>	FO-Pune II (Sushma Kumbhar) (SRO-Pune II)	<b>Seal No. :</b>	235
<b>Date of Sample Collection.(dd/mm/yyyy) :</b>	24/12/2024 03:45 PM	<b>Date of Sample receipt to Laboratory (dd/mm/yyyy) :</b>	27/12/2024 02:50 PM
<b>Analysis start Date (dd/mm/yyyy) . :</b>	27/12/2024 05:13 PM	<b>Analysis end Date (dd/mm/yyyy) . :</b>	18/01/2025 11:28 PM

**Test Report**

Sr.No	Parameter	Results	Unit	Method Adopted
1	pH	6.9		APHA 24th Edition 4500-H+ B (Electrometric Method)
2	Suspended Solids ( SS )	38.0	mg/l	APHA 24th Edition 2540 D (Gravimetric Method)
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4	Biochemical Oxygen Demand (BOD)	10.9	mg/l	IS 3025 (Part 44)
5	Chemical Oxygen Demand (COD)	44.0	mg/l	APHA 24th Edition 5220 B (Open Reflux Method)
6	Nitrate Nitrogen	2.76	mg/l	

Abbreviations: - BDL=Below Detectable limit, N.D.=Not Detected, N.A.= Not Analyzed

**Remarks:** sample was submitted late without preservation.

**Remark for Amended Report:**

**Remark: - Note: This test report refers only to the sample submitted for the testing.**

**Results Compiled by:** Sumitra S Mahajan

**Results Approved by:** Sumitra S Mahajan

**Results Reviewed by:** Sumitra S Mahajan

*# This is an Electronically generated report does not require signature*

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Note :

1. The results refer to the samples and parameters requested for analysis.
2. Abbreviations: - BDL=Below Detectable limit, N.D.=Not Detected, N.A.= Not Analyzed
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**Sumitra S Mahajan**  
Scientific Officer,  
I/c Regional Laboratory,  
Pune,

End of The Report



565

ANNEXURE-R-11



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OPPO A54

2024/09/20 11:52

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—574

 Gmail  



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**From:** Amol Bhuirkar  
**Sent:** 01 April 2024 01:02 PM  
**To:** R7 Secretary <[secretary@lr7chs.in](mailto:secretary@lr7chs.in)>; Arun Tripathi <[arun19dream@gmail.com](mailto:arun19dream@gmail.com)>  
**Cc:** [R7members@googlegroups.com](mailto:R7members@googlegroups.com); Abhijeet Kamble <[Zhelpdesk@gmail.com](mailto:Zhelpdesk@gmail.com)>; Ketan Mhasawade <[ketan.mhasawade@koltepatil.com](mailto:ketan.mhasawade@koltepatil.com)>; Mangesh Shende <[man\\_kolte@saijay.kolte@koltepatil.com](mailto:man_kolte@saijay.kolte@koltepatil.com)>; Rajnish Kumar <[rajnish.kumar@koltepatil.com](mailto:rajnish.kumar@koltepatil.com)>; Yogesh Rathaparkhi; Sazid Khan <[sazid.khan@koltepatil.com](mailto:sazid.khan@koltepatil.com)>  
**Subject:** RE: Poor performance of STP

Dear Sir,

Our team is constantly working to enhance STP efficiency and also major equipment have been changed. All the equipment are working effectively and treated water Please find the attached snap of treated water sample which collected today.

However, We are facing some operational issues due to inorganic waste (like cloth and other non-biodegradable waste) entering into STP and it is affecting day-to-day operation. Please find attached snaps of inorganic waste which are trapped in bar screen. This needs to be stopped immediately for effective operation of STP.

-Regards,  
Amol Bhuirkar

