

REPORT OF THE JOINT COMMITTEE IN COMPLIANCE WITH ORDER DATED 30/06/2021 OF THE HON'BLE NATIONAL GREEN TRIBUNAL (NGT) IN THE MATTER OF OA NO. 56/2020 (WZ), TANAJI BALASAHEB GAMBHIRE VS CHIEF SECRETARY, GOVT. OF MAHARASHTRA & ORS.

1.0 Background

Grievance in the Original Application No. 56/2021 (WZ), titled Tanaji Balasaheb Gambhire Vs Chief Secretary, Govt. of Maharashtra & Ors., as per order dated 30/06/2021 of the Hon'ble NGT, is against violation of environmental norms in setting up of a housing project – 'River Residency' developed by M/s River Residency Developers, Pune. The applicant has stated various violations done by M/s. River Residency Developers, Pune setting up of a housing project i.e. 'River Residency', which is summarized as;

- i. The project is in blue flood line of Indrayani River. Construction waste has been dumped into the river and constructions have resulted in blockage of natural water body no. 23, shown in the Irrigation Plan.
- ii. Illegal construction of parking complex, illegal extraction of ground water, illegal operation of RMC plant and construction of DP roads in the blue flood line, in violation of EC conditions.
- iii. Construction of the aforesaid project had resulted in irreversible and damage to the environment in violation of statutory mandate under the Environment (Protection) Act, 1986 along with Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981 and Municipal Solid Waste Rules, 2016.

Hon'ble NGT directed vide Order dated 30/06/2021 (copy of Hon'ble NGT Order, dated 30/06/2021 is given at **Annexure-I**) and relevant Order is reproduced as below:

"3...We have heard learned Counsel for the applicant. A perusal of the application and the documents show prima-facie violation of environmental norms warranting seeking a response from the project proponent and the statutory regulators. To assess the factual ground situation, we find it necessary to constitute a five-member joint Committee comprising CPCB, State PCB, SEIAA, Maharashtra, Irrigation Department, Maharashtra and District Magistrate, Pune. The nodal agency for

coordination and compliance will be the State PCB. Meeting of the joint Committee may be held within two weeks from receipt of a copy of this order. The Committee may visit the site and interact with the stakeholders. It will be open to the Committee to take assistance from any other institution/individual. In the light of the facts found the statutory authorities may take remedial action. Factual and action taken report may be furnished to this Tribunal within three months by e-mail at judicialngt@gov.in preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF with an advance copy to the project proponent for its response, if any, before the next date. The report may include information about demarcation of blue line, status of dumping of C& D and other waste, change in water course of river and other water course/body, permission for ground water extraction, grant of CTE and compliance of stipulated conditions, construction of structures in the area in question.

The applicant may serve a set of papers on CPCB, State PCB, SEIAA, Maharashtra, Irrigation Department, Maharashtra and District Magistrate, Pune and file affidavit of service within one week.

A copy of this order be forwarded to CPCB, State PCB, SEIAA, Maharashtra, Irrigation Department, Maharashtra and District Magistrate, Pune by e-mail for compliance.

List for further consideration on 18.11.2021..."

2.0 Approach

In order to comply with the aforesaid Hon'ble NGT Order, the Central Pollution Control Board (CPCB) held a virtual meeting on 02/08/2021 and decided to seek relevant information from various organizations viz. Maharashtra Pollution Control Board, State Environment Impact Assessment Authority (Maharashtra), Pimpri-Chinchwad Municipal Corporation, Irrigation Department, Govt. of Maharashtra, Integrated Regional Office of Ministry of Environment, Forest & Climate Change-Nagpur and Central Ground Water Authority. These organisations were requested to send the relevant information. Further, another follow-up virtual meeting was convened on 02/09/2021 to discuss the way forward and progress of submission of

relevant information from various organizations. Subsequently, rigorous follow-ups were made during August, 2021 to November, 2021 for seeking relevant information. Upon receipt of desired information and nominee officials, the joint committee carried-out inspection of the said residential project i.e. “River Villa” project at Survey No. 90(P), Near River Residency, Village–Chikhali, Taluka-Haveli, District-Pune on 08/12/2021. The following committee members were present during the inspection:

- i. Shri Nishchal C., Scientist ‘D’, CPCB, Regional Directorate, Pune
- ii. Shri Kiran Hasabnis, Sub Regional Officer, MPCB, Pune
- iii. Shri Pankaj Joshi, Member, SEIAA, Maharashtra
- iv. Shri Ashok Late, Deputy Engineer, Irrigation Department, Govt. of Maharashtra, Pune
- v. Shri Unmesh Muley, Clerk as Representative of District Magistrate, Govt. of Maharashtra, Pune

Also, Shri Suryakant Mohite, Deputy Engineer, Pimpri-Chinchwad Municipal Corporation, Pune and Smt Jyoti Sutar, Field Officer, Sub Regional Office-Pimpri Chinchwad, MPCB, Pune were present and accompanied the joint committee during the inspection. Shri Anand Jain, Director – River Residency Project was present and provided the visit coordination.

3.0 Observations and findings

Based on the preliminary information received from various organisations, and followed by site inspection to assess the various violations mentioned in the aforesaid Hon’ble NGT Order, the observations & findings of the joint committee are given as below:

A. Observations w.r.t. location of the project in blue flood line of Indrayani River. The averments made by the applicant and as mentioned in the original application are reproduced below.

“Because number of reservations shown on development Plans of PCMC are affected by prohibited zone of Blue Flood Line of various Rivers passing through the jurisdiction of PCMC and these reservations needs to be relocated outside the Blue Flood Line Area to avoid the damage to environment and ecology. Because illegal acquisition of STP reservation land by PCMC that comes between prohibited zone of blue flood line area of Holy

Indrayani River & Indrayani River bed and PCMC is giving illegal benefits in terms of TDR. Which is leading illegal construction.”

“Because Respondent No. 17-PP has carried out illegal of Construction Residential buildings in prohibited zone of Blue flood line of Holy River Indrayani.”

“D.P. roads have been illegally constructed in blue flood line in violation of EC conditions”

As per the information provided by PCMC vide email dated 11/01/2022 no reservations are affected by prohibited zone of blue flood line of Indrayani River. Also, as per the PCMC approved sanctioned plans of River Residency project vide dated 24/02/2011, 16/11/2011, 06/09/2012, 26/09/2014, 10/11/2016, 19/06/2017 and 30/12/2017 the River Residency project including its DP road does not affected by the prohibited zone of blue flood line of Indrayani River. Please refer the yellow area shown in hatched pattern of the development plan, given at page no. 64 of **Annexure-II**, which is residential zone and area under the joint venture agreement between developer & land owner falls in the said yellow area (i.e. residential zone). Copy of the registered joint venture agreement between developer & land owner is given at **Annexure-II**.

However, as per UDCPR Notification dated 2/12/2020, Clause 3.1.3 specifies that the area between River bank & blue flood line shall be prohibited for any construction except sewage treatment plant, drainage line etc. Relevant extract of the same is given at **Annexure-III**.

Also, the State Govt. of Maharashtra, Water Resource Department, Govt. issued Circular No. PuRaNi-2018/(182/2018) Sin. Vya. (Revenue), dated 03/05/2018, read with Govt. Circular No. FWD-1089/243/89/Sin Vya (Works), dated 21/09/1989 regarding demarcation of flood lines to prohibit any type of construction inside the flood lines. Copy of the aforesaid circular vide dated 03/05/2018 is given at **Annexure-IV**. Translated version of the aforesaid

circular vide dated 03/05/2018 from Marathi to English, as submitted by the Applicant in his similar petition (OA no. 50 of 2020, WZ) is also given at **Annexure-IV A**. The relevant paragraph of the aforesaid circular vide dated 03/05/2018 is reproduced as follows:

“...5. Prohibitive Zone: The area between the Blue Flood line on the right bank of the river to riverbed to the Blue Flood line on the left bank of the river shall be called as Prohibitive Zone...”

“...6. Restrictive Zone: The area between the Blue Flood Line of the river and the Red Flood Line on the same bank shall be called as Restrictive Zone...”

“...7. Prohibitive Zone can be used only in the form of open land e.g. gardens, play grounds, light crops; where there is established easement right to take crops (e.g. water melons, musk melons etc. public toilets and sewage discharge facilities), so that there will not be any obstruction to the flow of the river, there will not be reduction in the carrying capacity of the river and there will not be any change in the cross section of the river...”

“...8. Restrictive Zone should be used only for the following:

- i) Sewage carrying projects unavoidable in public interest.*
- ii) Public roads unavoidable in public interest; provided the top level of such road shall be above the level of Blue Flood line.*
- iii) Water supply pipe lines, gas pipe lines, drainage pipe lines unavoidable in public interest provided such pipe lines shall be under ground and will not cause obstruction in the cross section of the Restrictive Zone.*
- iv) The plinth level of the ground floor of the buildings in Restrictive Zone shall be safely above the level of Red Flood line so that the people could be evacuated to safe location before the flood level rises in the Restrictive Zone and it will be possible for the people and cattle to shift urgently to safe location with their belongings to avoid the loss of life and property due to floods...”*

Whereas, the Hon'ble NGT in OA no. 41 of 2019 (WZ) in the matter of Federation of River Residency Cooperative vs Pimpri Chinchwad Municipal Corporation & Ors. passed an order vide dated 30/01/2020 regarding construction of Sewage Treatment Plant (STP) by the Pimpri-Chinchwad Municipal Corporation (PCMC) in the area between the river bank and Blue Flood Line of the Indrayani River, which is a prohibited zone. Relevant extract of the paragraphs of the aforesaid order vide dated 30/01/2020 are reproduced below;

"...9. Having regard to the facts and circumstances set out above, we have no hesitation in holding that the questioned STP has been constructed within the prohibitive zone and, apart from the fact that the PCMC did not have the necessary Consent to Establish, the structure (STP in the present case) besides having been raised at a location which is not suitable for construction of STP, is also obstructing the natural flow of the river during the rainy season..."

"...10. As a consequence, we direct the PCMC to immediately demolish the STP in question and take steps to construct one at some other suitable site in accordance with law. The entire exercise shall be carried out within a period of one month under the strict supervision of the MPCB and the Irrigation Department, Government of Maharashtra..."

"...11. Since, during the construction of the STP severe damage was caused to the environment and ecology of the area, we direct the MPCB to assess the ecological damage by taking scientific support of experts and recover the same from the PCMC..."

Accordingly, in compliance to the aforesaid order dated 30/01/2020, PCMC under the supervision of MPCB and Irrigation Dept., has demolished the STP in question. Accordingly, the compliance was observed and submitted to Hon'ble NGT by MPCB on 04/08/2020.

Also, during the present joint committee inspection, there was no such civil structure of STP was present. Hence, considering the aforesaid facts, that there is no such illegal acquisition of STP reservation land by PCMC comes between prohibited zone of blue flood line of Indrayani River. Further, the aforesaid land has not been considered for granting the benefits in terms of TDR to the project proponent, as the said area is not part of the joint venture development agreement of project proponent.

B. Construction waste has been dumped into the Indrayani Rriver. The averments made by the applicant and as mentioned in the original application are reproduced below.

“Because Respondent No.14 & 17 have done illegal dumping of more than 200000 Cu. Mtrs. Excavation and construction wastes in Indrayani River bed, Green Belt and STP Reservation Plot in Gat No. 90 (p) causing substantial damage to the environment and ecology.”

As per the information provided by PCMC vide email dated 11/01/2022 the project proponent has not dumped construction waste into the Indrayni River. Also, PCMC supplemented with the statement of total excavated material and mentioned that the same has been reused as per mandatory GRIHA green building norms viz. back filling, levelling of each building plinth & internal amenity development area. Copy of utilization statement for excavated material is given at **Annexure-V**. It is observed that as per the registered joint venture agreement between developer & land owner, the aforesaid green belt areas and STP reservation plots are not in the purview of the project proponent joint venture project agreement (Please refer joint venture agreement for area allocation given at **Annexure-II**).

C. Constructions have resulted in blockage of natural water body no. 23, shown in the Irrigation Plan. The averments made by the applicant and as mentioned in the original application are reproduced below.

“Because Respondent No.14 & 17-PP have completely closed “Nala No.23” shown on Irrigation Plan and passing through the project land by dumping of construction waste.”

As per the information provided by Irrigation Dept. vide e-mail dated 13/01/2022 that the alleged nala no. 23 was incorporated in hydraulic calculations of red & blue line of Indrayani River. It was also, informed that the existing notified nala no. 23 has been shown on the plans of red & blue line map, submitted to Pimpri Chichwad Municipal Corporation, Pimpri on 23/7/2008 by vide letter No.6317 by Irrigation Dept., of places at Chakhli, PCMC. The said nala was flowing in Survey No. 90 to dispose-off rain fall water from catchment to Indryani river, which was in existence on plan of red line, blue line of Indrayani River at Chikhali. Copy of the extrapolated map highlighting the presence of nala no. 23 at the area under reference is given at **Annexure-VI**. Further, based on the reconnaissance survey carried-out, the Irrigation Dept., mentioned that presently nala no.23 is not existing on the area under reference. Also, the joint committee during inspection was unable to identify the location of nala no. 23 due to absence to land revenue maps.

D. Parking complex is illegal. The averments made by the applicant and as mentioned in the original application are reproduced below.

“Because Respondent No. 14 & 17 have done illegal Construction of parking complex on mandatory 10% Open Space in total violation of conditions in Environment clearance and there is no open space on virgin land.”

The EC dated 07/10/2011 has been granted as per Master Layout submitted by the project proponent in 2010. The subsequent EC dated 03/01/2019 for Expansion / Amendment Construction Project is as per sanction plan vide IOD/IOA/Concession/Plan Approval Number: BP/ENV/1/2018 DATED 15/05/2018.

In both the Master Layout of 2010 and IOD of 15/05/2018, mandatory 10% open space area of 9,705.881 m² has been mentioned and accordingly the project proponent has provided the 10% mandatory open space as per the then PCMC DC Rules and project was sanctioned with a raised open space with podium permission in 2011. Based on the same grounds environment clearance has been granted to the project proponent in 2011. However, it is

fact on record that the project proponent has obtained first sanction plan in 2010 for the total FSI of 1,67,623.44 m² and accordingly environment clearance was granted vide letter No. SEAC-2011/CR.620/TC.2 dated 07/10/2011 for the total plot area of 2,31,000 m² (Total built-up area: 2,39,049.92 m² i.e. FSI: 1,45,241.63 m² & Non-FSI: 93,808.29 m²), please refer **Annexure-VII**. Further, "Environment Clearance for Expansion / Amendment Construction Project" was obtained on 03/01/2019 (Total built-up area: 2,44,251.74 m² i.e. FSI: 1,34,802.99 m² & Non-FSI: 1,09,448.75 m²), please refer **Annexure-VII A**, based on the sanction plan vide IOD/IOA/Concession/Plan Approval Number: BP/ENV/1/2018 DATED 15/05/2018.

Whereas, Hon'ble Supreme Court judgment vide dated 17/12/2013, in Civil Appeal No. 11150/2013 in Special Leave Petition Civil No.33402/2012 directed that *"The minimum recreational space as laid down under Regulation 23, shall be provided at ground level only. The recreational space, if any, provided on the podium under this regulation shall be in addition to that provided as per regulation 23"*

Further, mentioned that the above directives shall apply to those developments where building plans were not approved, or where the Commencement Certificate (CC) had not been issued on 17/12/2013 i.e. the date of the aforesaid order passed by Hon'ble Supreme Court. All the authorities concerned shall ensure strict compliance of the aforesaid directives.

However, the "Environment Clearance for Expansion / Amendment Construction Project" was obtained on 03/01/2019 (Total built-up area: 2,44,251.74 m² i.e. FSI: 1,34,802.99 m² & Non-FSI: 1,09,448.75 m²) based on the recent sanction plan vide dated 15/05/2018. Wherein, total built-up area of 5,201.82 m² has been increased/mentioned, as against the initial total built-up area of 2,39,049.92 m². Hence, the project proponent has to comply with the aforesaid Hon'ble Supreme Court judgement vide dated 17/12/2013.

E. Groundwater has been illegally extracted. The averments made by the applicant and as mentioned in the original application are reproduced below.

“Because Respondent No.17-PP has admitted that there is illegal ground water extraction, but deliberately avoiding taking the responsibility of same and pointed figure towards the Respondent No.15-Federation or River Residency.”

It is observed that the project proponent has obtained water drawing permission from Irrigation department for withdrawal of water from Indrayani River during construction phase. The project proponent submitted the water bills to the joint committee, which were paid to the irrigation department during the period 05/11/2014 to 31/03/2019. Also, during joint committee visit, there was no bore well found at the project site. Copy of the water withdrawal permission granted by the Irrigation department to draw the water from Indrayani River is given at **Annexure-VIII**. Also, the project proponent had procured water through tanker supply during construction phase. Copy of the water tanker supply bills along with payment receipts (details of cheque payment & ledger account) w.e.f. 08/06/2011 to 31/03/2014 were made available to the joint committee. Further, water requirement during operation phase of the project is being met through pipeline water supply provided by PCMC and the project proponent has submitted PCMC water connection permissions to the joint committee (1st permission obtained on 23/05/2013, 2nd permission obtained on 23/04/2014 and 3rd permission obtained on 02/09/2016). Further, mentioned that the responsibility of subsequent payment w.r.t. consumption of water is being looked after by the society.

F. Operation of RMC plant is illegal. The averments made by the applicant and as mentioned in the original application are reproduced below.

“Because Respondent No.17-PP have made illegal installation of the RMC plant at site and carried out operations without due permission from the MPCB. Obtained ex-post facto consent to operate on 25.09.2017. Therefore there is illegal operation of RMC from 01.01.2012 to 24.09.2017.”

As per the records of MPCB, the project proponent has commissioned captive RMC plant in the year 2011 without obtaining consent to operate from MPCB. Later during in the year 2017, the project proponent has applied for consent to establish & operate in the year 2017 by paying lapse fees from year 2011 and subsequently directly consent to operate was granted on 25/09/2017 and valid for the period up to 31/12/2019. Copy of the said consent to operate dated 25/09/2017 issued for the RMC plant is given at **Annexure-IX**. However, as per the records of MPCB the said RMC plant was dismantled and removed in the end of year 2017. Further, during joint committee visit on 08/12/2021, RMC plant was not observed at the project site. It is observed that the project proponent has commissioned and operated the RMC plant without the valid consent to establish & operate w.e.f. 01/01/2012 (as per the information mentioned by the applicant in his OA) to 24/09/2017 (till the date, project proponent had been granted CTO by MPCB on vide dated 25/09/2017).

3.1 Other allegations mentioned by the applicant in the original application

- i. *“Because there is farce marking & imposition of Blue flood line and Red line on Development Plan of PCMC to provide illegal benefits to project for construction in blue flood line.”*

Irrigation Department, GoM, has informed that they have carried-out survey with the help of HECRAS software and plotted blue & red flood lines on Indrayani River in the stretch of Dehu road to Charoli Bhandara. The aforesaid plotted map of Indrayani River has been submitted to the Commissioner PCMC vide letter no. 6317, dated 23/07/2008. It was also informed that in order to avoid possible danger of flood, the Govt. of Maharashtra has issued circular No. FWD-1089/243/89/Sin Vya (Works), dated 21/09/1989 regarding demarcation of flood lines to prohibit any type of construction inside the flood lines (blue line). Also, directed to follow the guidelines mentioned in the aforesaid circular w.r.t. prohibitive and restrictive zone before commencement of any construction activity. Copy of the aforesaid circular vide dated 23/07/2008 is given at **Annexure-X**. As per the information provided by PCMC that the project proponent joint venture agreement was registered in 2010 and plans sanctioned in 2011 when blue flood line and red flood line were already published and the exact same

locations are correctly marked in the River Residency approved sanction plans. Copy of such plan of irrigation department is given at **Annexure-X A**.

- ii. *“Because Respondent No. 17-PP have carried out illegal Construction in prohibited zone of Blue flood line & Green Belt of Holy Indrayani River for Ghat or Nature Park.”*

State Govt. of Maharashtra, Water Resource Department, Govt. Circular vide dated 03/05/2018 regulates certain activities in the prohibitive and restrictive zones. Relevant extract of the paragraph of the aforesaid circular is (please refer paragraph no. 3, S.no. A, above) reproduced as below:

“...7. Prohibitive Zone can be used only in the form of open land e.g. gardens, play grounds, light crops; where there is established easement right to take crops (e.g. water melons, musk melons etc. public toilets and sewage discharge facilities), so that there will not be any obstruction to the flow of the river, there will not be reduction in the carrying capacity of the river and there will not be any change in the cross section of the river...”

It is observed that the project proponent has constructed nature park in the prohibited zone viz. area between the blue flood line on the right bank of the river to river bed to the blue flood line on the left bank of the River. The project proponent has obtained permission from District Collector for construction of boat club and nature park for use of residents and handed over the amenities to residents along with PCMC project completion certificate. Copy of such permission letter obtained by the project proponent is given at **Annexure-XI**.

- iii. *“Because Respondent No.17-PP has carried out illegal construction to the tune of 263805.59 Sq. Mtrs. Against permissible construction area of 244251.74 Sq. Mtrs in EC dated 03.01.2019.”*

The project proponent has constructed the residential building project “The River Residency”, as per the EC and PCMC approved sanction plans/building plans/ commencement certificates. It is observed that the project proponent has obtained total seven revisions in the sanction plans/building plans/commencement certificates from PCMC. Details of the

PCMC approved sanction plans/building plans/ commencement certificates and its subsequent revisions are given as below.

- a. Vide PCMC sanctioned no.B.P./Layout/Chikhali/2/2011, dated 24/02/2011 and commencement certificate vide no. B.P./Chikhali/2/2011, dated 24/02/2011 for FSI of 13484.75 m².
- b. Vide PCMC sanctioned no.B.P./Layout/Chikhali/11/2011, dated 16/11/2011 and commencement certificate vide no. B.P./Chikhali/11/2011, dated 16/11/2011 for FSI of 76684.94 m².
- c. Vide PCMC sanctioned no.B.P./Layout/Chikhali/23/2012, dated 06/09/2012 and commencement certificate vide no. B.P./Chikhali/23/2012, dated 06/09/2012 for FSI of 102940.85 m².
- d. Vide PCMC sanctioned no.B.P./Layout/Chikhali/56/2014, dated 26/09/2014 and commencement certificate vide no. B.P./Chikhali/56/2014, dated 26/09/2014 for FSI of 54960.32 m².
- e. Vide PCMC sanctioned no.B.P./Layout/Chikhali/122/2016, dated 10/11/2016 and commencement certificate vide no. B.P./Chikhali/122/2016, dated 10/11/2016 for FSI of 23045.50 m².
- f. Vide PCMC sanctioned no.B.P./Layout/Chikhali/67/2017, dated 19/06/2017 and commencement certificate vide no. B.P./Chikhali/67/2017, dated 19/06/2017 for FSI of 10230 m².
- g. Vide PCMC sanctioned no.B.P./Layout/Chikhali/130/2017, dated 30/12/2017 and commencement certificate vide no. B.P./Chikhali/130/2017, dated 30/12/2017 for FSI of 10717.72 m².

Also, as per the information provided and duly verified by PCMC that the plinth checking of said construction of residential project after scrutinizing the sanction plans/building plans/commencement certificates, available with PCMC is as follows;

- a. Plinth checking certificate vide PCMC no. B.P./K.V./Chikhali/745/2013, dated 07/01/2014.
- b. Plinth checking certificate vide PCMC no. B.P./K.V./Chikhali/826/2014, dated 09/01/2015.

- c. Plinth checking certificate vide PCMC no. B.P./K.V./Chikhali/119/2016, dated 19/05/2016.
- d. Plinth checking certificate vide PCMC no. B.P./K.V./Chikhali/64/2018, dated 21/04/2018.

The details of the total construction carried out by the project proponent for the construction of project “River Residency” as per the aforementioned PCMC approved sanction plans/building plans/commencement certificates, and duly certified by the architect (area statement) are given below.

S. No.	Building	FSI Area in Sqm	Non-FSI Area in Sqm	Total Area in Sqm
1	A-type (A to M) & club house	64,808.99	46,445.77	1,11,254.76
2	ABC type	11,376.70	9,525.96	20,902.66
3	A-type	3,727.22	3,149.83	6,877.05
4	N to S – type 7 club house-2	30,972.13	29,557.01	60,529.14
5	Proposed N3 & UV-type & club house-3	23,917.95	20,770.18	44,688.13
Total		1,34,802.99	1,09,448.75	2,44,251.74

As per the duly certified architect area statement, it is gathered from the sanctioned total built-up area of 2,44,251.74 m² (FSI of 1,34,802.99 m² and Non-FSI of 1,09,448.75 m²), the project proponent has completed the total construction area as on date 15/12/2021 is 1, 99,568.51m², remaining total construction area of 44,688.13 m² (FSI of 23,917.95 m² and Non-FSI of 20,770.18 m² is yet to be completed. Copy of architect certificate as provided by the project proponent is given at **Annexure-XII**. It is observed that both the configuration as mentioned in the EC dated 07/10/2011 and in the area statement duly certified by the architect is same.

As per the said architect certificate, the project proponent has constructed residential project “River Residency” within the sanctioned total built-up area of 2,44,251.74 m² as granted in the “Environment Clearance for Expansion / Amendment Construction Project” vide dated 03/01/2019 from SEIAA. However, PCMC may examine the said architect certificate including verification of current constructed total built up area and may take actions for violations, if any.

- iv. *“Because Respondent No.17-PP have carried out construction with illegal increase in Ground Coverage Area as against permissible ground coverage of 15985.24 Sq. Mtrs in EC dated 07.10.2011, whereas 14776.33 Sq. Mtrs in EC dated 03.01.2019.”*

It is observed that there is no mention about ground coverage of 15985.24 m² in the EC dated 07/10/2011.

- v. *“Because Respondent No.17-PP have violated the terms and conditions of Non-Agricultural Permission dated 18.05.2011 and made illegal land use change as prohibited in Form-1 & 1A.”*

As per the EC dated 07/10/2011, the project proponent has proposed for development of residential building along with convenient shopping of 39 nos. Also, as per the information provided by PCMC vide email dated 11/01/2022 the project proponent has not violated terms and conditions of non-agricultural permission vide dated 18/052011 or made illegal land use change. Further, mentioned that there is no such complaint against the project proponent by collector or land department authorities. Copy of non-agricultural permission vide dated 18/05/2011 and 24/03/2020 is given at **Annexure-XIII & XIII A**.

- vi. *“Because Respondent No.17-PP has committed non-compliance to the terms and conditions of the Environment Clearances, Consents to Establish and Consents to Operate.”*

As per the information provided by MPCB that consent to establish was granted on 3/12/2011 for total plot area of 2,31,000 m² & BUA of 2,39,049.92 m². Also, Revalidation of consent to establish was granted on 14/8/2018 for total plot area of 2,31,000 m² & construction completed built-up area of 1,94,583.38 m² out of 2,39,049.92 m².

Consent to operate was granted on 25/11/2013 for total plot area of 2,31,000 m² & built-up area of 75,270.21 m² which was valid up to 31/1/2015. Second consent to operate was granted on 6/11/2015 for total plot area of 2,31,000 m² & built-up area of 79,847.36 m² which was valid up to 31/1/2017. Third consent to operate was granted on 2/8/2018 for total plot area of 2,31,000 m² which was valid up to 31/1/2020. Further revised consent to operate has not

been obtained by the project proponent since then nor application for the same has been made to MPCB by the project proponent.

As per EC 07/10/2011, the project proponent has provided 2 nos. of STP with 750 CMD capacity each with primary, secondary & tertiary treatment system, based on MBBR technology. Treated effluent is used for on land for gardening, flushing & excess quantity is disposed to PCMC sewer line. During joint committee visit both STP's found in operation. Also, the project proponent has provided 5 nos. of organic waste convertor (OWC) for Phase I, II, III for the treatment of bio-degradable waste. During joint committee visit all OWC were found in operation. Layout showing the locations of STP & OWC is given at **Annexure-XIV and photographs of STP, OWC and tree plantation is given at Annexure-XIV A. Also, layout showing the locations of rain water harvesting pits is given at Annexure-XIV B.**

- vii. *“Because Respondent No.17-PP has not preserved fertile top soil and same is amount to violation of EC condition and also top soil is pollution due to contamination form construction waste.”*

As per the information provided by PCMC vide email dated 11/01/2022 the project proponent has taken measures for preserving the fertile top soil i.e. covering with HDPE sheets and supplemented with the copy of photographs of steps taken for preservation of fertile top soil. Also, supplemented with the statement of total excavated material and mentioned that the same has been reused in development of nature park, plantation, back filling, road construction, levelling of each building plinth & internal amenity development area. Copy of photographs and utilization statement for excavated material is given at **Annexure-V.**

- viii. *“Because Respondent No. 17-PP has not made tree plantation as promised in EC and its amounts to violation.”*

The paragraph “Green Belt Development” of EC dated 07/10/2011 stipulates that “Total 1300 Nos. of trees to be planted”. Further, paragraph 3, Specific Conditions-I, “PP to submit cross section through the internal road showing Distance and the space left for SWD, plantation of trees and compound wall”.

It is observed that the project proponent has obtained PCMC tree plantation NOC vide letter dated 04/5/2018 and it was also informed that the project proponent has planted 1,327 nos. of trees in premises, copy of the tree plantation NOC is given at **Annexure-XV**. Also, supplemented with the copy of landscape layout, which is given at **Annexure-XV A**.

4.0 Approach for damages for contravening mandatory provisions of environmental laws

In the matter of Civil Appeal No. 10854 of 2016; M/s Goel Ganga Developers India Pvt. Ltd. vs Union of India & Ors. the Hon'ble Supreme Court vide order dated 10/8/2018 upheld Rs. 05 crores on project proponent as levied by the Hon'ble NGT for contravening mandatory provision of Environment Laws and for not obtaining the consent from the Board. Vide para 57 of the said Hon'ble Supreme Court order, it has been directed that *"(...). The project proponent shall also pay a sum of Rs. 5 crores as damages, in addition to the above for contravening mandatory provisions of environmental laws."*

"Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilize the Fund" outlines a formula for imposing environmental compensation on industrial units for violation of directions issued by regulatory bodies listing the instances for taking cognizance of cases fit for violation and levy environmental compensation. The same has also been referred by the Hon'ble NGT in its order (para 14 to 16) dated 28/8/2019 in the matter of Original Application No. 593/2017 titled Paryavaran Suraksha Samiti & Anr. vs Union of India & Ors. The instances considered for levying Environmental Compensation (EC) in the said report are:

- a) Discharges in violation of consent conditions, mainly prescribed standards / consent limits.
- b) Not complying with the directions issued, such as direction for closure due to non-installation of OCEMS, non-adherence to the action plans submitted etc.
- c) Intentional avoidance of data submission or data manipulation by tampering the Online Continuous Emission / Effluent Monitoring systems.

- d) Accidental discharges lasting for short durations resulting into damage to the environment.
- e) Intentional discharges to the environment -- land, water and air resulting into acute injury or damage to the environment.
- f) Injection of treated/partially treated/ untreated effluents to ground water.

Though such listed instances may not be directly applicable in the current matter for arriving at the damages amount for contravening mandatory provisions of environmental laws (w.r.t. commissioning and operation of captive RMC plant without CTE/CTO and operation of common environment infrastructure facility without valid CTO), an attempt is being made by this committee to assess the environmental compensation using the formula prescribed in the said CPCB report which may be taken as damages amount for contravening mandatory provisions of environmental laws. The formula takes into account of number of days violation took place, pollution index of unit, scale of operation, location factor based on population and an amount factor in Rupees.

4.1 For illegal operation of captive RMC plant without CTE/CTO

The environmental Compensation (EC) in Rupees as mentioned in the aforesaid CPCB report = $PI \times N \times R \times S \times LF$

Where,

EC is Environmental Compensation in Rupees

PI = Pollution Index of industrial sector/Project

N = Number of days of violation took place

R = A factor in Rupees for EC

S = Factor for scale of operation

LF = Location factor

PI = Pollution Index of industrial sector/project

Considering the project under Green category as per modified directions no. B-29012/ESS/(CPA)/2015-16 dated 07/3/2016 and also s per CTO issued by MPCB, PI = 30.

N = Number of days of violation took place for which violation took place is the period between the day of violation observed and the day of compliance verified by CPCB/SPCB.

R = A factor in Rupees, which may be a minimum of 100 and maximum of 500. The aforesaid report also suggests to consider R as 250, as the Environmental Compensation in cases of violation. Hence, R = 250.

S = Factor for scale of operation.

For small S = 0.5, For medium S = 1 and larger unit S = 1.5. The scale of operation was considered as 0.5, As per CTE issued by MPCB, it is small scale industry (SSI). The unit being SSI, S=0.5

LF = Location factor.

It is based on the population of the city/town and location of the industrial unit on the location of the industrial unit. Since the population is more than 1 Million but less than 5 Million, LF=1.25

Considering the period when the project proponent has commissioned and operated captive RMC plant w.e.f. 01/01/2012 (as per the information mentioned by the applicant in his OA) to 24/09/2017 (till the date, project proponent had been granted CTO by MPCB on vide dated 25/09/2017) without obtaining mandatory consent to establish & operate from MPCB, the number of days violation (N) took place comes out to be **2094** days.

Based on consideration of above, the environmental compensation calculation is depicted as below.

$$EC = PI * N * R * S * LF$$

PI	N	R	S	LF	EC (in Rs.)
30	2094	250	0.5	1.25	98,15,625

Based on above, the environmental compensation as damages for contravening provisions under the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 i.e. without obtaining CTE & CTO is worked-out to be Rs. 98,15,625/- (Rupees Ninety Eight Lakhs and Fifteen Thousand and Six Hundred Twenty Five Only).

4.2 For operation of residential building project and common environment infrastructure facility without valid CTO

The environmental Compensation (EC) in Rupees as mentioned in the aforesaid CPCB report = PI x N x R x S x LF

Where,

EC is Environmental Compensation in Rupees

PI = Pollution Index of industrial sector/Project

N = Number of days of violation took place

R = A factor in Rupees for EC

S = Factor for scale of operation

LF = Location factor

PI = Pollution Index of industrial sector/project

Considering the project under Red category as per modified directions no. B-29012/ESS/(CPA)/2015-16 dated 07/3/2016, and last CTO issued by MPCB via dated 02/08/2018, the PI = 80.

N = Number of days of violation took place for which violation took place is the period between the day of violation observed and the day of compliance verified by CPCB/SPCB.

R = A factor in Rupees, which may be a minimum of 100 and maximum of 500. The aforesaid report also suggests to consider R as 250, as the Environmental Compensation in cases of violation. Hence, $R = 250$.

S = Factor for scale of operation.

For small $S = 0.5$, For medium $S = 1$ and larger unit $S = 1.5$. The scale of operation was considered as 0.5, As per CTE issued by MPCB, it is small scale industry (SSI). The unit being LSI, $S=1.5$

LF = Location factor.

It is based on the population of the city/town and location of the industrial unit on the location of the industrial unit. Since the population is more than 1 Million but less than 5 Million, $LF=1.25$

Considering the period when the project proponent has not obtained the consent to operate w.e.f. 01/02/2020 (as per the validity of last CTO issued by MPCB, was valid till 31/01/2020) to as on date of Hon'ble NGT order i.e. till 30/06/2021 without obtaining mandatory consent to operate from MPCB, the number of days violation (N) took place comes out to be **516** days.

Based on consideration of above, the environmental compensation calculation is depicted as below.

$$EC = PI * N * R * S * LF$$

PI	N	R	S	LF	EC (in Rs.)
80	516	250	1.5	1.25	1,93,50,000

Based on above, the environmental compensation as damages for contravening provisions under the Water (Prevention and Control of Pollution) Act, 1974; the Air (Prevention and Control of Pollution) Act, 1981; the Hazardous & Other Waste (Management & Transboundary Movement) Rules, 2016 i.e. without obtaining CTO is worked-out to be Rs. 1,93,50,000/- (Rupees One Crore Ninety Three Lakhs and Fifty Thousand Only).

Therefore, total environment compensation is calculated as Rs. 98,15,625/- + Rs. 1,93,50,000/- = Rs. 2,91,65,625/- (Rupees Two Crores Ninety-one Lakhs and Sixty Five Thousand Six Hundred Twenty Five Only).

5.0 Conclusions

- i. As per the PCMC approved sanctioned plans of River Residency project vide dated 24/02/2011, 16/11/2011, 06/09/2012, 26/09/2014, 10/11/2016, 19/06/2017 and 30/12/2017 the project area i.e. The River Residency project doesn't fall under the prohibited zone of blue flood line of River Indrayani. Further, as per the joint venture agreement executed on 11/05/2010 that the alleged area i.e. STP reservation by the applicant is not part of the joint venture development agreement of project proponent and the land owner.
- ii. Erstwhile PCMC has initiated the construction of STP at gat no. 130, which is in the prohibited zone of blue flood line of River Indrayani. In compliance to the Hon'ble NGT order in OA no. 41 of 2019 (WZ) in the matter of Federation of River Residency Cooperative vs Pimpri Chinchwad Municipal Corporation & Ors., PCMC under the supervision of MPCB and Irrigation Dept., has demolished the STP in question. Further, the alleged STP reservation land (gat no. 130) has not been considered for granting the benefits in terms of TDR by the PCMC to the project proponent, as the alleged area is not part of the joint venture development agreement of project proponent. Whereas as per records of PCMC, TDR benefits were given/transferred to Shri Dilip Motilal

Chordia (land owner of gat no. 90) vide PCMC TDR certificate no. TDR/Cikhali/1032/2016, DCR No. 01796, dated 06/08/2016. Whereas, 02 nos. of 18 m DP road, developed by the project proponent between the blue and red flood line of Indrayani River (which is allowed, as the said area comes under restrictive Zone, please refer paragraph “..8” under section 3 A above), for which the project proponent has been granted TDR of 27,761.58 m². However, sanction of benefits of TDR for the said area is yet to be sanctioned by the PCMC.

- iii. As per the plans of red & blue line map, submitted to PCMC by the Irrigation Dept., that the notified nala no. 23 has been shown on the plans of red & blue line map. However, based on the reconnaissance survey carried-out, the Irrigation Dept., mentioned that presently nala no.23 is not existing on the area under reference. Also, the joint committee during inspection was unable to identify the location of nala no. 23 due to absence to land revenue maps.
- iv. As per PCMC records, the total excavated top of app. 5,712.7 m³ has been reused in development of nature park, plantation/landscape development as per the EC dated 07/10/2011 (as per para 3, xi). Also, total excavated lower soil of app. 93,264.3 m³ has been reused in back filling and road construction. The other aggregates have been reused as per mandatory GRIHA green building norms viz. back filling, levelling of each building plinth and road construction.
- v. In compliance to the, Hon'ble Supreme Court judgment vide dated 17/12/2013¹, the project proponent has to provide the minimum recreational space as laid down under Regulation 23, at ground level only. As the project proponent has obtained the “Environment Clearance for Expansion / Amendment Construction Project” on 03/01/2019 (Total built-up area: 2,44,251.74 m² i.e. FSI: 1,34,802.99 m² & Non-FSI: 1,09,448.75 m²) based on the sanction plan vide dated 15/05/2018. The total built-up area of 5,201.82 m² has been increased/mentioned, as against the initial total built-up area of

¹ Civil Appeal No. 11150/2013 in Special Leave Petition Civil No.33402/2012

2,39,049.92 m². Accordingly, the committee is of the opinion that the level of services have to be provided as per the recent environment clearance vide dated 03/01/2019. Hence, the aforementioned directions of Hon'ble Supreme Court with regard to provision of may also be applicable i.e. mandatory to provide recreational space on the ground level in addition to the existing open space provided on the podium.

- vi. The project proponent has constructed the residential building project "The River Residency", as per the EC and PCMC approved sanction plans/building plans/ commencement certificates. It is observed that the project proponent has obtained total seven revisions in the sanction plans/building plans/commencement certificates from PCMC and constructed as per the aforementioned PCMC approved sanction plans/building plans/commencement certificates. As per the duly certified architect area statement, it is gathered from the sanctioned total built-up area of 2,44,251.74 m² (FSI of 1,34,802.99 m² and Non-FSI of 1,09,448.75 m²), the project proponent has completed the total construction area as on date 15/12/2021 is 1, 99,568.51m², remaining total construction area of 44,688.13 m² (FSI of 23,917.95 m² and Non-FSI of 20,770.18 m² is yet to be completed. However, PCMC may examine the said architect certificate including verification of current constructed total built up area and may take actions for violations, if any.

It is observed that both the configuration as mentioned in the EC dated 07/10/2011 and in the area statement duly certified by the architect is same. As per the information provided and duly verified by PCMC that the plinth checking of said construction of residential project after scrutinizing the sanction plans/building plans/commencement certificates, available with PCMC and the first plinth checking by PCMC was done on 07/01/2014, which indicates that the project proponent has started the construction activities after obtaining of prior EC (07/10/2011) and CTE (03/12/2011).

- vii. As per the EC dated 07/10/2011, the project proponent has proposed for development of residential building along with convenient shopping of 39 nos.

Also, as per the information provided by PCMC vide email dated 11/01/2022 the project proponent has not violated terms and conditions of non-agricultural permission vide dated 18/05/2011 or made illegal land use change

- viii. The project proponent has constructed nature park in the area between the blue flood line on the right bank of the river to river bed to the blue flood line on the left bank of the River i.e. prohibited zone. However, the project proponent has obtained permission from District Collector-Pune for construction of boat club and nature Park for use of residents and handed over the amenities to residents along with PCMC project completion certificate.
- ix. The project proponent without the valid consent to establish & operate has commissioned and operated the RMC plant w.e.f. 01/01/2012 (as per the information mentioned by the applicant in his OA) to 24/09/2017 (till the date, project proponent had been granted CTO by MPCB on vide dated 25/09/2017). Also, the project proponent after the expiry of earlier CTO on 30/01/2020, has not renewed the CTO for the residential building project 'The River Residency'.

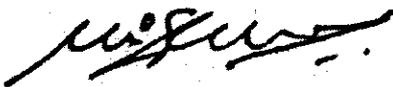
6.0 Recommendations

In view of the;

- i. Violations for illegal operation of captive RMC plant w.e.f. 01/01/2012 to 24/09/2017 (please refer para 4.1 above);
- ii. Violations without renewing the consent to operate of the residential project "The River Residency" w.e.f. 01/02/2020 (please refer para 4.1 above);
- iii. The project proponent may be directed to deposit Rs. 5 Crores (Rupees Five Crores Only) for contravening mandatory provisions of Environment Laws in compliance with Civil Appeal No. 10854 of 2016; M/s Goel Ganga Developers India Pvt. Ltd. vs Union of India & Ors. OR Rs. 29,165,625/- (Rupees Two Crores Ninety-one Lakhs and Sixty Five Thousand Six Hundred Twenty Five

Only), as derived under para 4.1 & 4.2 of this report, as deemed fit by the Hon'ble NGT, may be considered EMP cost for contravening the provisions under the Water (Prevention and Control of Pollution) Act, 1974; the Air (Prevention and Control of Pollution) Act, 1981; Hazardous & Other Waste (Management & Transboundary Movement) Rules, 2016.

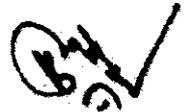
- iv. PCMC to delineate the exact location of nala in survey no. 90, by superimposition of the map prepared by Irrigation Dept., and demarcate, validate the same with the Land Revenue map available with the Land and Record Dept, District Magistrate, Pune. Obstruction/blockage if any; observed from such validation due to the activity of the project proponent, the PCMC in association with the District Magistrate may take suitable action against the project proponent including levying compensation. Also, the nala no. 23 in question should be required to be maintained and restored to its original condition by the project proponent, under the supervision of Irrigation Department and PCMC.
- v. The project proponent may be directed to comply with the Hon'ble Supreme Court judgment vide dated 17/12/2013 i.e. the project proponent has to provide the minimum recreational space as laid down under Regulation 23, at ground level only in addition to the existing open space provided on the podium.



Nishchal C.
Scientist 'D'
CPCB, RD - Pune



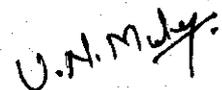
Pankaj Joshi,
Member, SEIAA



Kiran Hasbnis
Sub-Regional Officer
MPCB - Pune



Ashok Lata
Dy. Engineer, Irrigation Dept., Pune



Unmesh Muley, Clerk as
Representative of DM, Pune

Item No. 01

(Pune Bench)

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

(By Video Conferencing)

Original Application No. 56/2020(WZ)
(I.A. No.82/2020)

Tanaji Balasaheb Gambhire

Applicant

Versus

Chief Secretary, Govt. of Maharashtra & Ors.

Respondent(s)

Date of hearing: 30.06.2021

**CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER
HON'BLE MR. JUSTICE M. SATHYANARAYANAN, JUDICIAL MEMBER
HON'BLE MR. JUSTICE BRIJESH SETHI, JUDICIAL MEMBER
HON'BLE DR. NAGIN NANDA, EXPERT MEMBER**

Applicant: Mr. Nitin Lonkar, Advocate

ORDER

1. Grievance in this application is against violation of environmental norms in setting up of a housing project – 'River Residency' developed by M/s. River Residency Developers, Pune.

2. According to the Applicant, the project is in blue flood line of Indrayani River. Construction waste has been dumped into the river. Constructions have resulted in blockage of natural water body no. 23, shown in the Irrigation Plan. Parking complex is illegal. Groundwater has been illegally extracted. Operation of RMC plant is illegal. D.P. roads have been illegally constructed in blue flood line in violation of EC conditions. Waste handling is unscientific and against the norms. Several other violations have also been mentioned. It is stated that substantial part of the project has already been completed resulting in irreversible and

continuing damage to the environment in violation of statutory mandate under the Environment (Protection) Act, 1986 along with Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981 and Municipal Solid Waste Rules, 2016. The applicant has filed development plan of the Pune Municipal Corporation, minutes of the SEAC meetings, EC granted by the SEIAA, Maharashtra on 07.10.2011, consent to operate from the State PCB in 2017, demarcation plan for the project by the PCMC and some other documents and photographs.

3. We have heard learned Counsel for the applicant. A perusal of the application and the documents show *prima-facie* violation of environmental norms warranting seeking a response from the project proponent and the statutory regulators. To assess the factual ground situation, we find it necessary to constitute a five-member joint Committee comprising CPCB, State PCB, SEIAA, Maharashtra, Irrigation Department, Maharashtra and District Magistrate, Pune. The nodal agency for coordination and compliance will be the State PCB. Meeting of the joint Committee may be held within two weeks from receipt of a copy of this order. The Committee may visit the site and interact with the stakeholders. It will be open to the Committee to take assistance from any other institution/individual. In the light of the facts found the statutory authorities may take remedial action. Factual and action taken report may be furnished to this Tribunal within three months by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF with an advance copy to the project proponent for its response, if any, before the next date. The report may include information about demarcation of blue line, status of dumping of C& D and other waste, change in water course of river and other water

course/body, permission for ground water extraction, grant of CTE and compliance of stipulated conditions, construction of structures in the area in question.

The applicant may serve a set of papers on CPCB, State PCB, SEIAA, Maharashtra, Irrigation Department, Maharashtra and District Magistrate, Pune and file affidavit of service within one week.

A copy of this order be forwarded to CPCB, State PCB, SEIAA, Maharashtra, Irrigation Department, Maharashtra and District Magistrate, Pune by e-mail for compliance.

List for further consideration on 18.11.2021.

Adarsh Kumar Goel, CP

Sudhir Agarwal, JM

M. Sathyanarayanan, JM

Brijesh Sethi, JM

Dr. Nagin Nanda, EM

June 30, 2021
OA No. 56/2020(WZ)
(I.A. No.82/2020)
DV

AGREEMENT OF LEAVE AND LICENSE

Alonso

D.L.



Wednesday, May 12, 2010

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Original

नोंदणी 39 म.

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पावती

पावती क्र. : 5026

गावाचे नाव चिखली

दिनांक 12/05/2010

दस्तऐवजाचा अनुक्रमांक हवल8 - 04966 - 2010

दस्ता ऐवजाचा प्रकार करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

सादर करणाराचे नाव:मे. ईश्वर कन्स्ट्रक्शन्स प्रा. लि. व मे. ट्रेड सेंटर डेव्हलपर्स अॅन्ड बिल्डर्स प्रा. लि. तर्फे मॅनेजिंग डायरेक्टर श्री. ईश्वर चंदुलाल परमार - -

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 1580.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (79)

एकूण रु. 31580.00

आपणास हा दस्त अंदाजे 6:35PM ह्या वेळेस मिळेल

दुय्यम निबंधक
हवेली 8 (येरवडा)

बाजार मुल्य: 214130000 रु. मोबदला: 110000000रु.

भरलेले मुद्रांक शुल्क: 10706500 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: कोटक महिंद्रा बँक लि पुणे ;

डीडी/धनाकर्ष क्रमांक: 011856; रक्कम: 30000 रु.; दिनांक: 10/05/2010

MR. ANIL SATARUPAND KAWAR

Age-about 34 years, occupation-Business

दुय्यम निबंधक: हवेली 8 (येरवडा)

दस्तक्रमांक व वर्ष: 4966/2010

नोंदणी 63 म.

Wednesday, May 12, 2010

सूची क्र. दोन INDEX NO. II

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गावाचे नाव : चिखली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 110,000,000.00
बा.भा. रु. 214,130,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन:
मौजे चिखली ता. हवेली, जि. पुणे येथील मिळकत गट नं.90 यांसी एकुण क्षेत्र 23 हे. 10 आर पैकी 14 हे. 40 आर म्हणजेच 144000 चौ.मी.
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
(1) 1. मे. विजयलक्ष्मी उर्फ विजयलक्ष्मी डेव्हलपर्स तर्फे भागीदार श्री. सज्जनराज सायरचंद कवार व श्री. नरोतमल सायरचंद कवार तर्फे कु.मु. म्हणुन व स्वतःकरीता ब) श्री. शांतीलाल मोहनलाल कवार - -; घर/फ्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: 501 जुहु दर्शन एन एस रोड विले पार्ले वेस्ट; शहर/गाव: मुंबई; तालुका: -; पिन: 400049; पॅन नम्बर: -.
(2) 2. मे. विजयलक्ष्मी डेव्हलपर्स अॅन्ड सिक्युरिटीज प्रा. लि. तर्फे डायरेक्टर अ) श्री. अनिल सायरचंद कवार तर्फे कु.मु. शांतीलाल मोहनलाल कवार - -; घर/फ्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: सदर; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(3) ब) श्री. कुणाल दिलीप चोरडीया - -; घर/फ्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: 12/13 सज्जन प्लाझा चिंचवडगांव पुणे; शहर/गाव: -; तालुका: -; पिन: 411033; पॅन नम्बर: -.
(4) क) दिलीप मोतीलाल चोरडीया - -; घर/फ्लॉट नं: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(5) 3. विशाल असोसिएट्स तर्फे प्रोप्रायटर श्री. दिलीप मोतीलाल चोरडीया - -; घर/फ्लॉट नं: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
(1) मे. ईश्वर कन्स्ट्रक्शन्स प्रा. लि. व मे. ट्रेड सेंटर डेव्हलपर्स अॅन्ड बिल्डर्स प्रा. लि. तर्फे मॅनेजिंग डायरेक्टर श्री. ईश्वर चंदुलाल परमार - -; घर/फ्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: परमार पॅरेडाईज, 7/9 बी जे रोड; शहर/गाव: पुणे; तालुका: -; पिन: 411001; पॅन नम्बर: AAACI4136J.
- (7) दिनांक करून दिल्याचा 11/05/2010
- (8) नोंदणीचा 12/05/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 4966 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 10706500.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा

सदर नक्कल अजदार परमार मी नक्कल केली
यांस त्याचे तारीख 12/05/2010 मी वाचली.
चे अर्जावरून समर्थ मी रूजवात घेतली.
यांस दिली तारीख 12/05/10 अस्सल वरहुकुम नक्कल

दुय्यम निबंधक हवेली क्र. ८





सत्यमेव जयते

INDIA NON JUDICIAL Government of Maharashtra

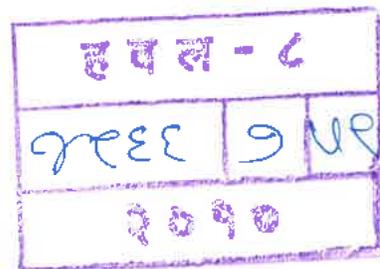
e-Stamp

Issued by:
Stock Holding Corporation of India Ltd.
Location: SRO-GPR
Signature: *vim f 2844*
Details can be verified at www.shcilestamp.com

Certificate No.	: IN-MH009103208943001
Certificate Issued Date	: 10-May-2010 05:57 PM
Account Reference	: SHCIL (FI)/ mhshcil01/ SRO PUNE/ MH-PUN
Unique Doc. Reference	: SUBIN-MHMHSHCIL01009449983168531
Purchased by	: ISHWAR CONSTRUCTION PVT LTD
Description of Document	: Article 25(b)to(d) Conveyance
Property Description	: VILLAGE CHIKHALI, TAL-HAVELI, PUNE, GAT NO.90, AREA-14 HECTORS 40 ARES, I.E. 144000 SQMT
Consideration Price (Rs.)	: 11,00,00,000 (Eleven Crore only)
First Party	: MESSERS VIJAYALAXMI ALIAS VIJAYLAXMI DEVELOPERS
Second Party	: ISHWAR CONSTRUCTION PVT LTD
Stamp Duty Paid By	: ISHWAR CONSTRUCTION PVT LTD
Stamp Duty Amount(Rs.)	: 1,07,06,500 (One Crore Seven Lakh Six Thousand Five Hundred only)



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Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site www.shcilestamp.com

SHCIL-MAHARASHTRA

SHCIL, MITTAL COURT, 'B' WING SECOND FLOOR, 224, NARIMAN POINT MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400021

Tel : 022-22828115
E-mail :**Mode of Receipt**

Account Id : mhshcil01

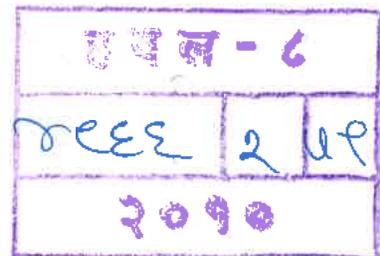
Receipt Id : RECIN-MHMHSHCIL01008501263108471

Account Name : SHCIL-MAHARASHTRA

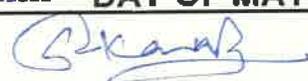
Receipt Date : 10-MAY-2010

Received From : ISHWAR CONSTRUCTION PVT LTD	Pay To :
Instrument Type : PAYORDER	Instrument Date : 10-MAY-2010
Instrument Number : 011855011854	Instrument Amount : 10706500 (One Crore Seven Lakh Six Thousand Five Hundred only)
Drawn Bank Details	
Bank Name : KOTAK MAHINDRA BANK LTD	Branch Name : PUNE
Out of Pocket Expenses : 0.0 ()	

Issued by :
Stock Holding Corporation of India Ltd.
Location: SRD-GPR
Signature: *[Signature]* 2849
Details can be verified at www.shcilestamp.com



JOINT VENTURE AGREEMENT

**THIS JOINT VENTURE AGREEMENT IS MADE AND
EXECUTED AT PUNE ON THIS 11th DAY OF MAY IN
THE YEAR**  
TWO THOUSAND TEN

BY AND BETWEEN  

[1] M/S VIJAYALAXMI alias VIJAYLAXMI DEVELOPERS

A registered partnership firm, having its registered office at-
Office No.313/A, Ahura Centre, 82, Mahakali Caves Road,
Andheri (E), Mumbai-400 093 through its partners

[i] MR. SAJJANRAJ SAYARCHAND KAWAR

Age-about 44 years, occupation-Business

R/at- Flat No.701, Joysaffire, N.S. Road No.6, J.V.P.D.
Scheme, Vile-Parle (West), Mumbai-400049.

[ii] MR. SHANTILAL MOHANLAL KAWAR

Age-about 53 years, occupation-Business

R/at-501, Juhu Sai Darshan, 5th Floor, Juhu Scheme, N.S.
Road, Vile-Parle (West), Mumbai-400049.

[iii] MR. NORATMAL SAYARCHAND KAWAR

Age-about 46 years, occupation-Business

R/at-115, Tilak Nagar, Pali-Marwar, Rajasthan-306 401.

**[iv] M/S. VIJAYLAXMI DEVELOPERS AND SECURITIES PVT.
LTD.,**

A private limited company incorporated under the Companies
Act, 1956 having its registered office at-213, Daulat Bhawan,
2nd floor, 407 Kalbadevi Road, Mumbai-400 002.

Through its Director

MR. ANIL SAYARCHAND KAWAR

Age-about 34 years, occupation-Business

R/at 5TH Floor, AMARDEEP, 3RD road, JVPD Scheme, Ville-Parle West

[v] **MR. KUNAL DILIP CHORDIYA**

Age-about 30 years, occupation-Business
R/at-Flat No.12-13, Sajjan Plaza, Opp. Hindustan Bakery,
Near Chaphekar Chowk, Chincholgaon, Pune-411 033.

[vi] **MR. DILIP MOTILAL CHORDIYA**

Age-about 50 years, occupation-Business
R/at-Flat No.12-13, Sajjan Plaza, Opp. Hindustan Bakery,
Near Chaphekar Chowk, Chincholgaon, Pune-411 033.

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[2] **MR. DILIP MOTILAL CHORDIYA PROPRIETOR VISHAL ASSOCIATES**

Age-about 50 years, occupation-Business
R/at-Flat No.12-13, Sajjan Plaza, Opp. Hindustan Bakery,
Near Chaphekar Chowk, Chincholgaon, Pune-411 033.

HEREINAFTER referred to as the "Owners" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partner(s) from time to time of the No.1 firm, the survivor(s) of them and the heirs, executors, administrators, legal representatives and successors of the partners of the Owner No.1 firm and the heirs, executors, administrators, successors and assigns of the Owner No.2)



PARTY OF THE FIRST PART

37-6	
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[1] **ISHWAR CONSTRUCTIONS PVT. LTD. PRIVATE LIMITED,**

a company incorporated under the Companies Act, 1956
having its registered office at — C-wing, Parmar Trade Centre,
12 Cannaught Road, Sadhu Vaswani Chowk, Pune-411 001.

Through its Managing Director
MR. ISHWAR CHANDULAL PARMAR

Age- about 62 years, Occupation-Business
R/at- 7/8 Parmar Paradise, B.J. Road, Pune-411001

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[2] TRADE CENTRE DEVELOPERS AND BUILDERS PVT. LTD.,

a company incorporated under the Companies Act, 1956 having its registered office at - C-wing, Parmar Trade Centre, 12 Cannought Road, Sadhu Vaswani Chowk, Pune-411 001.

Through its Managing Director

MR. ISHWAR CHANDULAL PARMAR

Age- about ⁶² years, Occupation-Business

R/at- 7/8 Parmar Paradise, B.J. Road, Pune-411001

HEREINAFTER jointly referred to as the "Developer" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors)

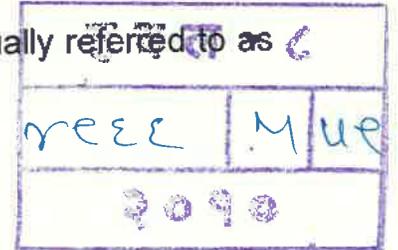
PARTY OF THE SECOND PART.

The Owner and the Developer are hereinafter collectively referred to as the "Parties" and are individually referred to as a "Party".

WHEREAS:

(A) At relevant time the land bearing Gat No.90, earlier S.Nos.27 and 29, village Chikhali, Tal. Haveli, Dist. Pune admeasuring 23 Hector 10 Are ("the said property") was owned by Sardar Deorao Krishnarao Jadhav, which he inherited from his ancestors.

(B) By Sale Deed dated 18th May 1962 and registered at the Office of the Joint Sub-Registrar Haveli No.2 at Serial No.781/62, the said Sardar Deorao Krishnarao Jadhav sold 50% undivided share admeasuring 11 Hector 55 Are out of the said property to Shri Babanrao Pandharinath More (H.U.F.) ("Babanrao More's property"). By Mutation Entry No.2784 dated 2nd August 1962 the name of the said purchaser, Shri Babanrao Pandharinath More (H.U.F.), was mutated in the village form no.7/12.



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- (C) By another Sale Deed dated 18th May 1962 and registered at the Office of the Joint Sub-Registrar Haveli No.2 at Serial No.782/62, the said Sardar Deorao Krishnarao Jadhav sold the remaining 50% undivided share admeasuring 11 Hector 55 Are in the said property to Shri Dagadu Chimaji Sane (H.U.F.) ("Dagadu Sane's property"). By Mutation Entry No.2783 dated 2nd August 1962 the name of the said purchaser, Shri Dagadu Chimaji Sane (H.U.F.), was mutated in the village form no.7/12.
- (D) Dagadu Chimaji Sane expired intestate on 12th October 1978 leaving behind him widow – Smt. Chandrabhaga, 3 sons – Namdeo, Sayaji, Dattatray and 3 married daughters – Mrs. Anjanabai Nana Chinchawade, Mrs. Indumati Baburao Kale and Mrs. Babi Shankar Pinjan and brother – Kashiba Chimaji Sane as his heirs. By Mutation Entry No.503 dated 10th August 1981 the name of Namdeo was mutated as karta and manager of the HUF in the village form No.7/12 in respect of Dagadu Sane's property i.e. 8 Anna share of the said property, Gat No. 90 (Namdeo Sane's property).
- (E) By Mutation Entry No.1155 dated 7th April 1987, Namdeo Dagadu Sane got the name of his uncle Kashiba Chimaji Sane mutated in the village form no.7/12 having 4 Anna share admeasuring 5 Hector 77.5 Are (Kashiba Sane's property) in Namdeo Sane's property. Thus Namdeo Sane's property share reduced to 5 Hector 77.5 Are.
- (F) Kashiba Chimaji Sane expired intestate on 10th April 1990 leaving behind him widow – Sundarabai (who died on 23.1.1992), 2 sons – Rajaram and Kantilal, 5 married daughters – (1) Mrs. Sulabai Baban More, (2) Mrs. Phulabai Ganpat More, (3) Mrs. Savita Nathu Landge, (4) Mrs. Kusum Rangnath Waghire, (5) Mrs. Sushila Chandrakant Kavade as his heirs. By Mutation Entry No.3331 dated 14th April 1993 the

Sundarabai

Kantilal

Sushila

name of legal heirs of Kashiba Chimaji Sane were mutated in the village form no.7/12 for 4 Anna share of late Kashiba.

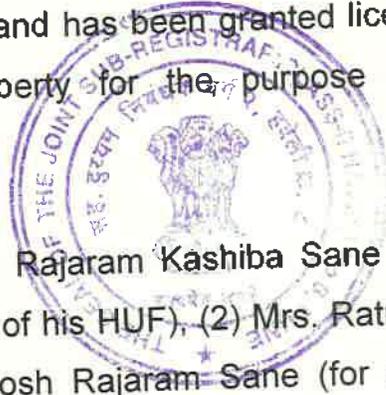
- (G) The said five daughters of late Kashiba released their share, right, title and interest in 4 Anna share of late Kashiba in the said entire land by two Indentures of Release dated 22nd December 1992 and 18th July 1994 and registered at the Office of the Sub-Registrar Haveli No.8 respectively at Serial No.991/92 on 22nd December 1992 and Serial No.2510/94 on 18th July 1994. Accordingly their names were deleted from the village form no.7/12 by Mutation Entry No.3335 dated 8th July 1993 and Mutation Entry No.3889 dated 12th October 1995 (Thus kashiba's share devolved on Rajaram Sane and said Kantilal Sane, "the said Rajaram Sane's share" and "the said" kantilal Sane's share").

- (H) by Development Agreement dated 19th June 2007, registered at the Office of the Joint Sub Registrar Class II Haveli No.5 at Serial No.5159/2007 on 19th June 2007, Shri Rajaram Kashiba Sane and Kantilal Kashiba Sane along with members of their Joint Hindu Family agreed to grant the rights of development in respect of the said Rajaram Sane's share and the said Kantilal Sane's share that is total area admeasuring 5 Hector 77.5 Ares out of the said entire land (which includes part area under residential zone, proposed reservation and green zone with STP use) to M/s Riverside Properties.

- (I) The said Shri Rajaram Kashiba Sane and Kantilal Kashiba Sane along with members of their Joint Hindu Family have also executed a General Power of Attorney in favour of M/s Riverside Properties on 19th June 2007 which is registered at the Office of the Sub-Registrar Haveli No.5 at Serial No.5160/2007 in respect of said Rajaram San's share and the said Kantilal Sane's share.

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(J) By the said development agreement and power of attorney M/s Riverside Properties has been given all rights, entitlements and powers to develop the portion of the land coming into the said Rajaram Sane's share and said Kantilal Sane's share and has been granted license to entre upon of the said property for the purpose of development and construction.



हवेली - ८		
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(K) (1) Shri Rajaram Kashiba Sane (for self and as karta and manager of his HUF), (2) Mrs. Ratnamala Rajaram Sane, (3) Shri Santosh Rajaram Sane (for self and as karta and manager of his HUF and as legal guardian father of minor children), (4) Mrs. Rajashree Santosh Sane, (5) Mrs. Usha Shivaji Pinjan, (6) Mrs. Asha Kaluram Dabhade, (7) Mrs. Nisha Dnyaneshwar Phengase, (8) Shri Kantilal Kashiba Sane (For self and as karta and manager of his HUF and as legal guardian father of minor children), (9) Mrs. Shobha Kantilal Sane, (10) a. Kum. Rushikesh Kantilal Sane, b. Nalini Kantilal Sane, c. Mona Kantilal Sane, (No.10(a)(b)(c) minor through their legal guardian father – Shri Kantilal Kashiba Sane) and (11) M/s Riverside Properties sold their share admeasuring 5 Hector 77.5 Are (3 Hector 70 Are residential and reserved and 2 Hector 7.5 Are agriculture and STP) to (1) Shri Dilip Motilal Chordia and (2) M/s Vijayalaxmi Developers and its partners – a. Shri Shantilal Mohanlal Kavar, b. Shri Dilip Motilal Chordia, c. Shri Kishor Madanlal Jain (Khabia) by Sale Deed dt.7.2.2009 registered at the Office of the Sub-Registrar Haveli No.5 at Serial No.824/2009.

(L) (1) Shri Rajaram Kashiba Sane (for self and as karta and manager of his HUF), (2) Mrs. Ratnamala Rajaram Sane, (3) Shri Santosh Rajaram Sane (for self and as karta and manager of his HUF and as legal guardian father of minor children), (4) Mrs. Rajashree Santosh Sane, (5) Mrs. Usha

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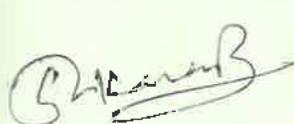
Shivaji Pinjan, (6) Mrs. Asha Kaluram Dabhade, (7) Mrs. Nisha Dnyaneshwar Phengase, (8) Shri Kantilal Kashiba Sane (For self and as karta and manager of his HUF and as legal guardian father of minor children), (9) Mrs. Shobha Kantilal Sane, (10) a. Kum. Rushikesh Kantilal Sane, b. Nalini Kantilal Sane, c. Mona Kantilal Sane, (No.10(a)(b)(c) minor through their legal guardian father – Shri Kantilal Kashiba Sane) were joined as consenting party.

(M) Shri Dilip Motilal Chordia and M/s Vijayalaxmi Developers and its partners namely- Shri Shantilal Kawar, Shri Dilip Motilal Chordia and Shri Kishor Madanlal Jain (Khabia) are the sole and absolute owners of the area admeasuring 5 Hector 77.5 Are out of Gat No.90.

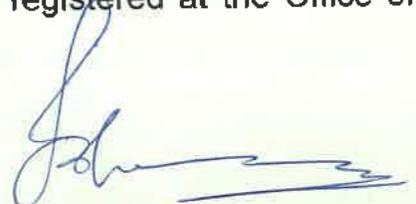
(N) Sayaji Dagadu Sane (s/o Late Dagadu Chimaji Sane) died intestate on 8.4.1998 leaving behind him widow – Smt. Nanda, minor son – Shirang, and 5 daughters – (1) Mrs. Smita Santosh Bhondve, (2) Mrs. Sujata Ganesh Bhegde, (3) Mrs. Sarika Amit Tambe (nee Miss Sarika Sayaji Sane), (4) Miss Sonal Sayaji Sane and (5) Miss Pooja Sayaji Sane as his heirs and their names were mutated in the village form no.7/12 by Mutation Entry No.14205 dt.2.3.2004 in Namdeo Sane's property .

(O) Dattatray Dagadu Sane died intestate on 27.2.1989 leaving behind him widow – Smt. Aruna, 2 sons – Vishal and Vaibhav as his heirs and their names were mutated in the village form no.7/12 by Mutation Entry No.14204 dt.2.3.2004 in Namdeo Sane's property.

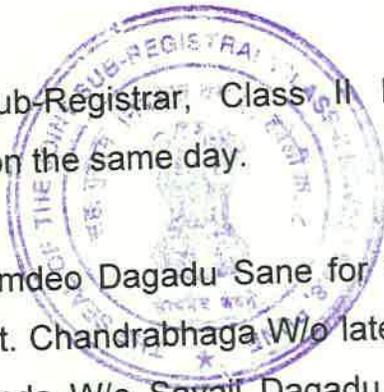
(P) The 3 daughters of Late Dagadu Chimaji Sane released their shares, rights, title and interest in the said land by Indenture of Release dt.18.2.2008 registered at the Office of





the Joint Sub-Registrar, Class II Haveli No.5 at Serial No.1513/08 on the same day.



Serial		
१५१३	०८	
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- (Q) (1) Namdeo Dagadu Sane for self and as karta of his HUF, (2) Smt. Chandrabhaga W/o late Dagadu Chimaji Sane, (3) Smt. Nanda W/o Sayaji Dagadu Sane, for self and the natural guardian mother of minor son – Shrirang Sayaji Sane, (4) Mrs. Smita Santosh Bhondve, (5) Mrs. Sujata Ganesh Bhegde, (6) Mrs. Sarika Amit Tambe, (7) Miss Sonal Sayaji Sane, (8) Miss Pooja Sayaji Sane, all 3 to 8 being the legal heirs and legal representatives of late Sayaji Dagadu Sane, (9) Smt. Aruna W/o late Dattatraya Dagadu Sane, (10) Mr. Vishal Dattatraya Sane, (11) Mr. Vaibhav Dattatraya Sane all Nos.9 to 11 being the legal heirs and the legal representatives of late Dattatraya Dagadu Sane and all Nos.1 to 11 being the co-owners of 4 Anna undivided share admeasuring 5 Hector 77.5 Are agreed to sell rights of development in respect of portion of the land admeasuring 5 Hector 37.5 Are from and out of total area owned by them to M/s Vishal Chordia Constructions Pvt. Ltd. by Agreement of Development dt.30.4.2008 registered at the office of the Sub-Registrar Haveli No.5 at Serial No.1875/2008 on 2.5.2008.
- (R) The said owners have also executed a General Power of Attorney in favour of the said firm on 30.4.2008 which is registered at the Office of the Sub-Registrar Haveli No.5 at Serial No.1876/2008.
- (S) For various reasons the said owners and M/s. Vishal Chordia Constructions Pvt. Ltd., decided to cancel the Development Agreement & Power of Attorney both dated- 30/04/2008. Accordingly, by cancellation deed dated and registered with sub Registrar at Haveli, Pune on 6th April 2010 under sr. no. 3621/2010 M/s. Vishal Chordia Construction Pvt ltd. and the said owners i.e. (1) Namdeo

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Dagadu Sane for self and as karta of his HUF, (2) Smt. Chandrabhaga W/o late Dagadu Chimaji Sane, (3) Smt. Nanda W/o Sayaji Dagadu Sane, (4) Shirang Sayaji Sane, (5) Mrs. Smita Santosh Bhondve, (6) Mrs. Sujata Ganesh Bhegde, (7) Mrs. Sarika Amit Tambe, (8) Miss Sonal Sayaji Sane, (9) Miss Pooja Sayaji Sane, all 3 to 9 being the legal heirs and legal representatives of late Sayaji Dagadu Sane, (10) Smt. Aruna W/o late Dattatraya Dagadu Sane, (11) Mr. Vishal Dattatraya Sane, (12) Mr. Vaibhav Dattatraya Sane all Nos.9 to 12 being the legal heirs and the legal representatives of late Dattatraya Dagadu Sane mutually cancelled the Development Agreement and Power of Attorney, both dated 30-04-2008. Thus the property reverted back to the said owners. The said owners have returned and refunded the entire consideration amount to M/s. Vishal Chordia Constructions Pvt. Ltd. and nothing is due and payable to them.

- (T) The charge of Rs.30,000/- of Chikhali Deepak Vividha Karyakari Sahakari Society on the share of late Sayaji Sane has been mutated in the other rights column of village form no.7/12 by Mutation Entry No.3424.

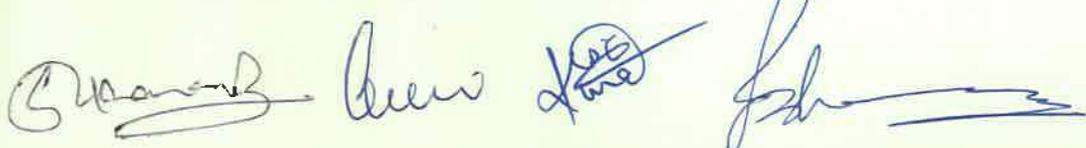
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By Sale Deed dated and registered on 6th April 2010 under Sr. No.---/2010 Sub-Registrar Haveli No. ³⁶¹⁹ V, (1) Smt. Chandrabhaga Dagdu Sane, (2) Mr. Namdeo Dagdu Sane for self and as a karta of his HUF, (3) Mrs. Kamal Namdeo Sane, (4) Mr. Sandeep Namdeo Sane for self and as a karta of his HUF and as a natural and legal guardian father of his minor son Master Suraj Sandeep Sane and minor daughter Kumari Bebi Sandeep Sane (5) Mrs. Shilpa Sandeep Sane, (6) Mr. Vikas Namdeo Sane for self and as a karta of his HUF and as a natural and legal guardian father of his minor sons Master Kumar and Master Om, (7) Mrs. Sapana Vikas Sane, (8) Mr. Pramod Namdeo Sane for self and as a Karta of his HUF and



as a natural and legal guardian father of his minor son Master Shivam Pramod Sane, (9) Mrs. Swati Pramod Sane, (10) Mrs. Pornima Babasaheb Kalokhe for self and as a natural and legal guardian mother of minor daughter Kumari Kajal Balasaheb Kalokhe, (11) Smt. Nanda Sayaji Sane for self and as a karta of her HUF, (12) Mr. Shirang Sayaji Sane, (13) Mrs. Smita Santosh Bhondve for self and as a natural and legal guardian mother of minor daughters Kumari Aishwarya Santosh Bhondve and Kumari Vaishnavi Santosh Bhondve, (14) Mrs. Sujata Ganesh Bhegde for self and as a natural and legal guardian mother of minor son Master Yash Ganesh Bhegde and minor daughter Kumari Shreya Ganesh Bhegde, (15) Mrs. Sarika Amit Tambe, (16) Kumari Sonal Sandeep Bibve, (17) Kumari Pooja Sayaji Sane, (18) Smt. Aruna Dattatraya Sane for self and as a karta of her HUF, (19) Mr. Vishal Dattatraya Sane and (20) Mr. Vaibhav Dattatraya Sane sold land admeasuring 03 Hector 27.5 Ares falling under the residential and reserved zone to M/s. Vijayalaxmi Developers and its partners- (a) Mr. Shantilal Mohanlal Kawar, (b) Mr. Dilip Motilal Chordia and (c) Mr. Kishor Madantal Jam (Khabia).

- (V) By another Sale Deed, dated and registered on 06/04/2010 in the office of Sub-Registrar Haveli No.5 under Sr. No.3621/2010 (1) Smt. Chandrabhaga Dagdu Sane, (2) Mr. Namdeo Dagdu Sane for self and as a karta of his HUF, (3) Mrs. Kamal Namdeo Sane, (4) Mr. Sandeep Namdeo Sane for self and as a karta of his HUF and as a natural and legal guardian father of his minor son Master Suraj Sandeep Sane and minor daughter Kumari Bebi Sandeep Sane (5) Mrs. Shilpa Sandeep Sane, (6) Mr. Vikas Namdeo Sane for self and as a karta of his HUF and as a natural and legal guardian father of his minor sons Master Kumar and Master Om, (7) Mrs. Sapana Vikas Sane, (8) Mr. Pramod Namdeo Sane for self and as a Karta of his HUF and as a natural and legal



guardian father of his minor son Master Shivam Pramod Sane, (9) Mrs. Swati Pramod Sane, (10) Mrs. Pornima Babasaheb Kalokhe for self and as a natural and legal guardian mother of minor daughter Kumari Kajal Balasaheb Kalokhe, (11) Smt. Nanda Sayaji Sane for self and as a karta of her HUF, (12) Mr. Shrirang Sayaji Sane, (13) Mrs. Smita Santosh Bhondve for self and as a natural and legal guardian mother of minor daughters Kumari Aishwarya Santosh Bhondve and Kumari Vaishnavi Santosh Bhondve, (14) Mrs. Sujata Ganesh Bhegde for self and as a natural and legal guardian mother of minor son Master Yash Ganesh Bhegde and minor daughter Kumari Shreya Ganesh Bhegde, (15) Mrs. Sarika Amit Tambe, (16) Kumari Sonal Sandeep Bibve, (17) Kumari Pooja Sayaji Sane, (18) Smt. Aruna Dattatraya Sane for self and as a karta of her HUF, (19) Mr. Vishal Dattatraya Sane and (20) Mr. Vaibhav Dattatraya Sane sold an area admeasuring 01 Hector 30 Ares falling under the green belt to Vishal Associates through its proprietor Mr. Dilip Motilal Chordia.

- (W) By Mutation Entry No.244 dated 23rd August 1976, the said Babanrao Pandharinath More got the names of his two sons namely—Sudam and Shivaji mutated in the village form no.7/12 having equal share aggregating to 4 Anna share (admeasuring 5 Hector 77.5 Are) in Babanrao Mores' Property i.e. his 8 Anna share of the said property that is Gat No.90. Thus Babanrao's More's Property reduced to 5 hector 77.5 ares. Even though the names of Mr. Shivaji and Sudam were entered in the revenue records as the owner of 4 Anna share equivalent to area admeasuring 05 Hectors 77.5 Ares the said property belonged to the Joint Hindu Family of Mr. Babanrao More and was in enjoyment and possession of the whole family of Mr. Babanrao More.

- (X) By Development Agreement dated 31st May 2007 and registered at the Office of the Joint Sub Registrar Class II



Haveli No.5 at Serial No.4598/2007 on 31st May 2007, Shri Babanrao Pandharinath More as karta and manager of his HUF along with members of his Joint Hindu family agreed to sell the rights of development in respect of the area admeasuring 5 Hector 77.5 Ares (which includes part area under residential zone, proposed reservation and green zone with STP use) to M/s Riverside Properties.

(Y) The said owner has also executed a General Power of Attorney in favour of the said firm on 31.5.2007 which is registered at the Office of the Sub-Registrar Haveli No.5 at Serial No.4599/2007.

(Z) By the said development agreement and power of attorney M/s Riverside Properties has been given all rights, entitlements and powers to develop the said property and as granted license and use of the said property for the purpose of development and construction.

(AA) (1) Shri Babanrao Pandharinath More (for self and as karta and manager of his HUF), (2) Shri Subhash Babanrao More (for self and as karta and manager of his HUF), (3) Shri Ashok Babanrao More (for self and as karta and manager of his HUF), (4) Shri Sudam Babanrao More (for self and as karta and manager of his HUF and as legal guardian father of minor children), (5) Mrs. Suvarna Sudam More, (6) Shri Shivaji Babanrao More (for self and as karta and manager of his HUF, as legal guardian father of minor children), (7) Mrs. Rohini Shivaji More and (8) M/s Riverside Properties sold their share admeasuring 5 Hector 77.5 Are (3 Hector 70 Are residential and reserved and 2 Hector 7.5 Are agriculture and STP) to (1) Shri Dilip Motilal Chordia and (2) M/s Vijayalaxmi Developers and its partners – a. Shri Shantilal Mohanlal Kavar, b. Shri Dilip Motilal Chordia, c. Shri Kishor Madanlal Jain (Khabia) by Sale Deed dt.7.2.2009 registered at the





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Office of the Sub-Registrar Haveli No.5 at Serial No.821/2009.

(1) Shri Babanrao Pandharinath More (for self and as karta and manager of his HUF), (2) Shri Subhash Babanrao More (for self and as karta and manager of his HUF), (3) Shri Ashok Babanrao More (for self and as karta and manager of his HUF), (4) Shri Sudam Babanrao More (for self and as karta and manager of his HUF and as legal guardian father of minor children), (5) Mrs. Suvarna Sudam More, (6) Shri Shivaji Babanrao More (for self and as karta and manager of his HUF, as legal guardian father of minor children), (7) Mrs. Rohini Shivaji More were joined as consenting party.

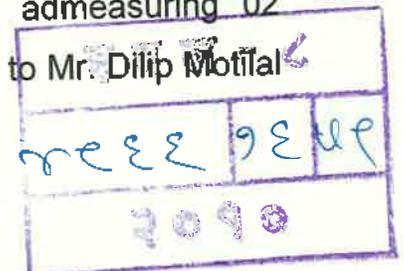
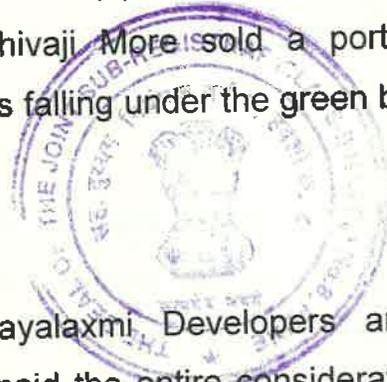
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By another Sale Deed, dated and registered on- 12/05/2010 under Sr. No. ~~4132~~ 4132/2010 with Sub-Registrar Haveli No. ~~14~~ 14-- (1) Mr. Babanrao Pandharinath More for self and as a karta of his HUF, (2) Mr. Subhash Baban More for self and as a karta of his HUF, (3) Mr. Ashok Baban More for self and as a karta of his HUF, (4) Mr. Sudam Babanrao More for self and as a karta of his HUF and as a natural and legal guardian mother of minor daughter Ms. Neha and minor son Master Sushant, (5) Mr. Shivaji Babanrao More for self and as a karta of his HUF and as a natural and legal guardian mother of minor sons Master Ashish and Master Rohan Shivaji More with the consent of (1) Mrs. Sulabai Babanrao More, (2) Mrs. Suman Subhash More, (3) Mr. Manoj Subhash More, (4) Mr. Nitin Subhash More, (5) Mrs. Shobha Ashok More, (6) Mr. Kailas Ashok More, (7) Mrs. Suvarna Sudam More and (8) Mrs. Rohini Shivaji More sold a portion admeasuring 03 Hector 27.5 Ares falling under the residential zone out of their property admeasuring 05 hector 77.5 Ares to M/s. Vijayalaxmi Developers through its partners Mr. Shantilal Mohanlal Kawar and Mr. Dilip Motilal Chordia.

By a separate Sale Deed, dated and registered on- 12/05/2010 under Sr. No. ~~4320~~ 4320/2010 with Sub-Registrar Haveli

No. ~~14~~ 14-- (1) Mr. Babanrao Pandharinath More for self and as

a karta of his HUF, (2) Mr. Subhash Baban More for self and as a karta of his HUF, (3) Mr. Ashok Baban More for self and as a karta of his HUF, (4) Mr. Sudam Babanrao More for self and as a karta of his HUF and as a natural and legal guardian mother of minor daughter Ms. Neha and minor son Master Sushant, (5) Mr. Shivaji Babanrao More for self and as a karta of his HUF and as a natural and legal guardian mother of minor sons Master Ashish and Master Rohan Shivaji More with the consent of (1) Mrs. Sulabai Babanrao More, (2) Mrs. Suman Subhash More, (3) Mr. Manoj Subhash More, (4) Mr. Nitin Subhash More, (5) Mrs. Shobha Ashok More, (6) Mr. Kailas Ashok More, (7) Mrs. Suvarna Sudam More and (8) Mrs. Rohini Shivaji More sold a portion admeasuring 02 Hectors 10 Ares falling under the green belt to Mr. Dilip Motilal Chordia.



(DD) M/s. Vijayalaxmi Developers and Mr. Dilip Motilal Chordia have paid the entire consideration of the entire land purchased by them to the respective owners (farmers) and nothing is due and payable to them.

(EE) Thus the Owners herein together own land admeasuring an area 21 Hectors 50 Ares out of the total land admeasuring 23 Hectors 10 Are bearing Gat no. 90 and is hereafter referred to as the land

(FF) The Owners are in possession of land, with a right to develop and sell the same and construction of new building and sale of the units therein. The Owners are entitled to assign/sale its/his rights under the aforesaid agreement / deed and power of attorney without reference to the original farmers (land owners).

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(GG) The land owners (farmers) of the said land had not filed statement under section 6 of the Urban Land (Ceiling and Regulation) Act, 1976 and the land or part thereof was neither acquired nor exempted u/s 20 of the said Act.

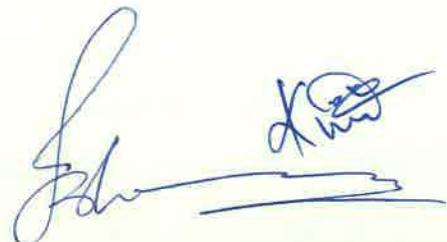
(HH) The said land is shown partly in residential zone (14 Hectors 80 Ares) along with buildable reservation and partly in green zone with STP use (08 Hectors 70 Ares). The land admeasuring 14 Hectors falling under the residential zone along with land out of the green zone admeasuring 00 Hector 40 Ares is the subject matter of these presents and is hereinafter referred to as "the said property" and the same is more particularly described in the Schedule written hereunder.

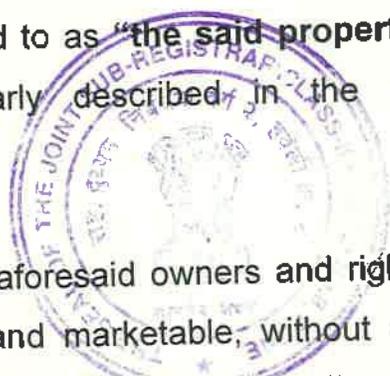
(II) Title of the aforesaid owners and rights of the Owners are clean, clear and marketable, without any encumbrance whatever and are not the subject matter of any dispute or litigation in any manner and the Owners alone are entitled to enter into this agreement.

(JJ) The Developer has been in the field of construction and development of residential and commercial flats, shops, apartments and has expertise, knowledge and experience of many years with capacity to invest, develop and sell and as such has also expressed interest in participating in the project on the said Property.

(KK) The parties herein, after mutual discussions, agreed to form into a Joint Venture under the name and style of "Riverside Residency" for the purpose of development of the said Property as commercial and residential complex and dispose off the same.







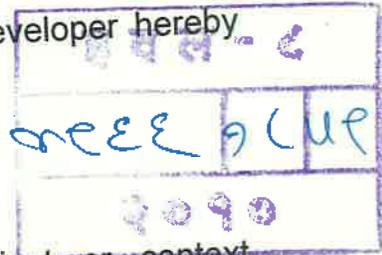
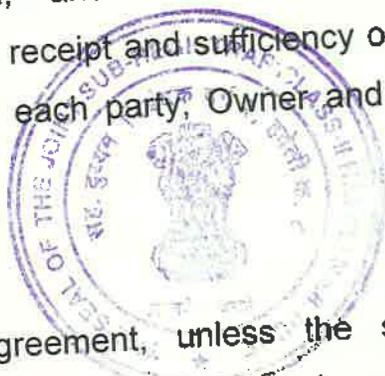
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(LL) The Owners have agreed to make available the rights of development of their respective portions of the said Property and the Developer has agreed to contribute the requisite investment, expertise and experience for the development of the said Property into an exclusive commercial and residential project and sale thereof.

(MM) The parties herein desire to reduce the terms and conditions of their oral agreement into writing and to have the same evidenced by this agreement.

(NN) The Owner has represented to Developer that under present Applicable Laws the total Municipal Floor Space Index ("FSI") approvable for the said Property is 15,00000 sq. feet approx. and 7,00,000 sq.ft approx. is available as TDR FSI.

NOW, THEREFORE, for the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, Owner and Developer hereby agree as follows:



1.1 Definitions:

In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

"Agreement" means this Agreement including the Schedule and Annexures hereto, as may be amended or modified, from time to time, in accordance with the terms hereof.

"Applicable Law" means any statute, law, regulation (including the Development Control Regulations for Chinchwad Pune), ordinance, rule, judgment, order, decree, by-law, approval from any Concerned Authority, directive,

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guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by the Concerned Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time hereafter.

“**Bhoomi Poojan**” shall mean any date within six months from date of this Agreement or completion date of the WBMD Access road to the property, whichever date is later, on which the parties will inaugurate the Project by performing the Pooja to start booking /Construction of saleable flats.

“**Building/s**” means the Building/s to be constructed on the said Property.

“**Completion of Project**” means the date on which the said property is fully developed in accordance with the this agreement and entire sale has been achieved and the Parties have received the entire Revenues or parties have distributed area as per clause 6 herein. The scheduled completion period is 5 years from date of bhoomi poojan or extended period, as per terms of the agreement.

“**Concerned Authority**” means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Maharashtra or any division or instrumentality thereof including Pimpri-Chinchwad Municipal Corporation (PCMC).

“**Development Potential**” includes available Municipal FSI on the said property and any other additional FSI obtained by way of Transferable Development Rights (“TDR”) or otherwise and FSI obtained by way payment of premium for balconies, staircase, terraces, passages etc.

“**Encumbrance**” includes any mortgage, charge, lien,

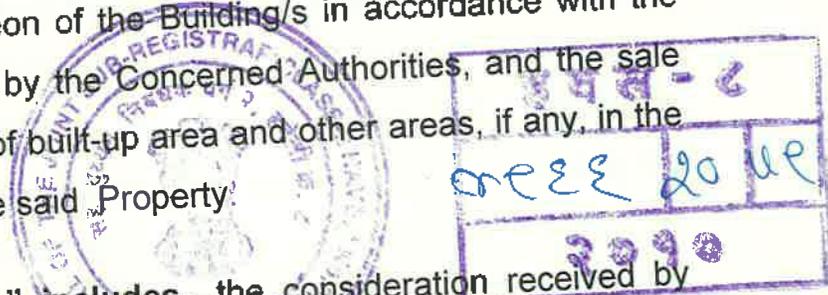


pledge or any pre-emptive right, option, covenant, restriction, privilege, claim, right or security interest whether imposed by contract, understanding or Applicable Law.

"Phase " means Each part/portion of the said Property obtained by notionally dividing the said property into 4 parts/portions which should be constructed / sold in a time period which a part of the full scheduled period of five years or extended period.

"Project" means the development of the said Property (all the Phases) in accordance with Applicable Law by construction thereon of the Building/s in accordance with the plans sanctioned by the Concerned Authorities, and the sale or other transfer of built-up area and other areas, if any, in the Building/s and the said Property.

"Revenues" includes the consideration received by Joint venture /the Parties on the sale, lease or other transfer of flats, bungalows, row houses, shops, offices, showrooms, open spaces, terraces, , the rent from allowing to put Advertisements board on the said property, the Revenue from leasing or letting space to telecommunication companies to put Towers and/or equipment , letting banquet hall, any receipts, by whatever named called, either in lump sum or in streams arising out of or in connection with said property in any manner howsoever or whatsoever manner however it does not include the amounts received by the Joint Venture by way of deposits towards legal expenses, proportionate share of common amenity expenses and outgoings, society deposits and formation of Association/apartment charges, club deposits, electric and water meter deposits, maintenance deposit, registration and stamp duty amounts, service tax, vat and other government levied taxes and other such statutory expenses.



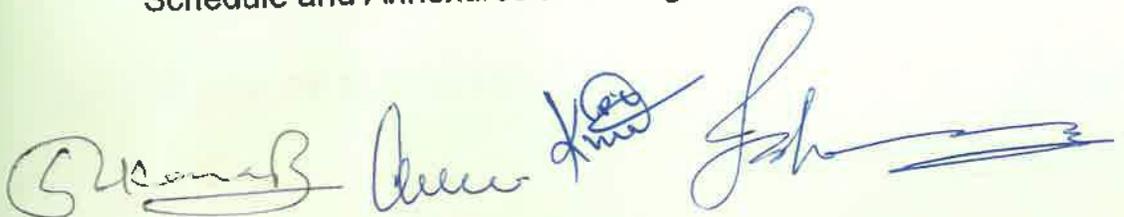
“Said Property” means all that piece and parcel of land and ground situated within the Registration, Sub-Dist., Taluka Haveli, Dist. Pune bearing Gat No.90, admeasuring an area 14 Hector falling under residential zone and 00 Hector 40 Ares under the green zone thus totally admeasuring an area 14 Hectors 40 Ares i.e. 1,44,000 sq. mtrs. out of total area admeasuring 23 Hector 10 Are, Village Chikhali, Pune and situate within the limits of Pimpri Chinchwad Municipal Corporation and more particularly described in the First Schedule hereunder written.

“Development Schedule and Milestones” means the targets of constructions/sales to be achieved by the Joint Venture as per the agreed schedule for phasewise development of the project, The documents incorporating the foregoing understanding shall be signed by both parties to become part of this agreement and attached to this Agreement.

1.2 Interpretation

In this Agreement, unless the subject or context otherwise requires,

- (i) All capitalized terms shall have the meanings assigned to them in Clause 1.1 or elsewhere in this Agreement.
- (ii) References to any gender shall include a reference to all genders;
- (iii) References to the singular number shall include references to the plural number and vice-versa;
- (iv) References to recitals, Clauses, Sub-Clauses and Schedule and Annexures are to recitals, Clauses, sub-Clauses of and Schedule and Annexures to this Agreement;



- (v) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and from time to time, amended or re-enacted.
- (vi) References herein to any agreement or document shall include a reference to such agreement or document as amended, modified or supplemented from time to time.

1.3 Clause Headings

Clause headings used herein are only for ease of reference and shall not in any way affect the interpretation of this Agreement.

1.4 Schedule and Annexures

The Schedules and Annexures shall form an integral part of this Agreement.

2. Joint Venture

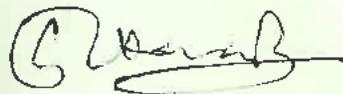
(a) ORGANIZATION

The Owner and the Developer hereby confirm that they have formed and established a joint venture (the "Joint Venture") upon the terms and conditions set forth in this Agreement.

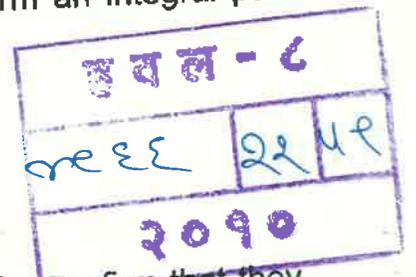
(b) NAME:

The name of the Joint Venture shall be **River Residency** and all business of the Joint Venture shall be conducted solely in such name or in such other name as may be decided by the Developer. Provided further, the name of Owners, Vijaylaxmi Developers, shall be given prominence and exposure in marketing, advertising and brand building in the form of Logo insertion of the landowners, in all the above activities.

(c) PLACE OF BUSINESS:



The principal office of the Joint Venture shall be located at C-wing, Parmar Trade Centre, 12, Cannught Road, Sadhu Vaswani Chowk, Pune-411 001 or at such other place as may be decided by the Developer. The developer shall allow the Owners to use their site office whenever they visit the site.

(d) **BUSINESS OF THE JOINT VENTURE:**

The business of joint venture is to develop and market the said property phase wise by constructing flats, bungalows, row-houses, shops, offices, showrooms etc. and construct all infrastructure and amenities required for the said project, construction of internal roads, pipes, ducts etc for disposal of drain water storm and sewerage and connect it to municipal outlets and seek connections for utilities the supply of all electricity, water, fuel, consumables and any other services required for the same. It is clarified that the Joint Venture is restricted to the said property only and the Developer shall have no right to amalgamate the adjoining plots etc.

(e) **PURPOSES LIMITED:**

Except as otherwise provided in this Agreement, the Joint Venture shall not engage in any other activity or business and neither party shall have any authority to hold itself out as an agent of the other party in any other business or activity.

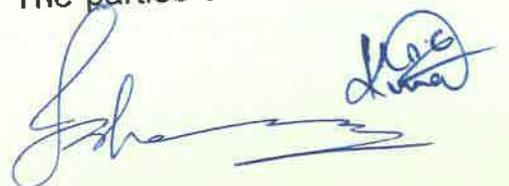
(f) **PAYMENTS OF INDIVIDUAL OBLIGATIONS:**

The parties shall use the Joint Venture's credit and assets solely for the benefit of the Joint Venture. No asset of the Joint Venture shall be transferred or encumbered for or in payment of any individual obligation of a party.

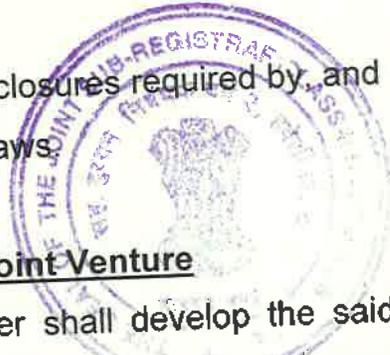
(g) **STATUTORY COMPLIANCE:**

The Joint Venture shall exist under and be governed by, and this Agreement shall be construed and enforced in accordance with, the laws of India. The parties shall make all





filings and disclosures required by, and shall otherwise comply with all such laws.



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3. Scheme of Joint Venture

(a) The Developer shall develop the said property phase wise. For that purpose the total project is divided into 4 phases.

(b) Within two months from date hereof the Developer shall prepare the Development schedule to reflect a phasewise development which provides with tentative dates of start and completion of construction of each phase, to be performed by the Joint Venture and fix the milestones to be achieved by the Joint Venture from time to time. This schedule of development shall be prepared with intent that the entire project shall be completed by the project completion date of five years from date of Bhoomi Poojan or extended period as per the joint venture scheme. The Developer shall provide the Schedule to the Owners and the same will be signed by both parties and shall be part of this agreement and shall be attached herewith.

(c) The developer will have possession of the said land for infrastructure facilities required and amenity construction of the project from the date hereof. At the first instant, the Owners shall bring/introduce the phase I and Phase II of the said property into Joint Venture for construction & sale of apartments, row houses, shops etc.

In this phasewise construction scheme the developer is permitted to start booking and construction in phase I as well as booking of units in Phase II. Only upon attaining 60% booking of units in phase I, construction in phase II and booking in phase III can be commenced by the developer. Similarly, Only upon attaining 60% booking of units in phase II, construction in phase III and booking in phase IV can be commenced by the developer.

However, Only upon attaining 60% booking of units in phase III and the completion & sale of entire construction of

(Signatures of three parties)

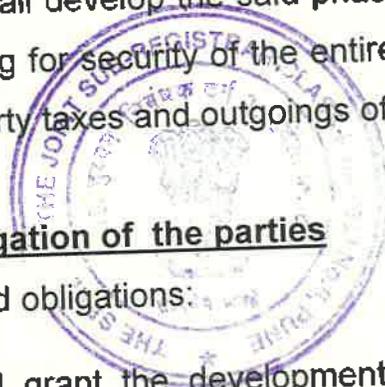
Phase-I, the developer can commence construction in phase IV.

- (d) The Joint Venture shall place a sum of Rs. 11 Crores with Owners as interest free security deposit to be adjusted from the Revenue Sharing coming into the share of the Owners as setout in clause hereunder;
- (e) The Developer shall develop the said phases at its own costs including arranging for security of the entire said property and payment of property taxes and outgoings of hereof.

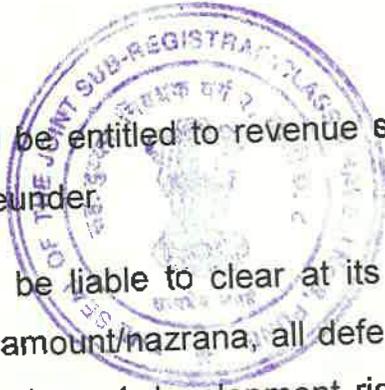
4. **Rights and obligation of the parties**

(A) Owners rights and obligations:

- (a) The Owner shall grant the development rights of the said property in four phases as per Joint Venture scheme to the Joint Venture,
- (b) the Owner shall be entitled to receive the adjustable Security Deposit as mentioned hereunder. The said Security Deposit shall be interest free and shall be adjustable from the share of the Owners in Revenue as set out in clause 5 hereunder;
- (c) The Owner shall be entitled to receive quarterly information regarding unit sale bookings and/or receipts of any revenue from the project and payment receipts with respect to the progress of the Project and the Developer shall keep the Owner apprised of all matters concerning the Project. The developer shall provide limited access to any software utilized for tracking all such records of sale, to the owners..Apart from this the Owners have right to audit the work through their Architect, at their own expense. Provided further the approval of the Owners Architect of any work or part of work shall not absolve the obligations of the Developer under this Agreement.



- (d) The Owner shall be entitled to revenue share as provided in the clause 6 hereunder.
- (e) the Owner shall be liable to clear at its own cost, including payment of any amount/nazrana, all defects, in the title of the said property, and grant development rights to Joint Venture and Convey the said property or any part thereof to various entities that may be formed by the purchasers of units constructed on the said property pursuant to this Agreement.
- (f) Initiating and filing such suits, petitions, appeals, complaints, actions etc. for the purpose of enforcing the rights or any matter arising in respect of said property in so far as it relates to the title of the said property or defend any suit brought against the Joint Venture; relating to rights/ownership/title of the said property at the Owners costs.
- (g) During the continuance of this agreement the Owners do hereby agree and undertake not to alienate, encumber or otherwise transfer the said property or any part thereof and/or their rights in the said property or do or cause or permit to be done or abstain from doing any act which may prejudicially affect the rights and authorities of the Joint Venture, save and except the sale made pursuant to this Agreement.
- (h) To purchase entire required utilisable TDR and also pay premiums for balconies, staircases, terraces, passages etc. so that entire development potential of the said property can be utilized and sold by Joint Venture.
- (i) There is a proposed WBMD Road abutting the said property. The Owners shall at their own responsibility complete the said WBMD Road so as to provide access from the main road to the river in the said property. The Owners shall complete the work of the WBMD Road before the Bhoomi Poojan. It has been agreed between the parties that, the costs upto Rs.10,00,000/- over and above the costs incurred so far required for constructing the road shall be borne by the



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Owners. Any excess cost required for completing the construction of road shall be borne by the Developer. However, it is clarified that, the entire responsibility of completing the road shall be of the Owners. The Owners have represented the developer that there are a few obstructions on the road and the said obstructions shall be removed for clearing the road. The entire costs for removing the obstructions for clearing the road shall be of the Owners and the said costs shall not be a part of Rs.10,00,000/- to be incurred by the Owners for the construction of road. The Developer will co-operate the Owner in removing the obstructions but the costs of the same shall be borne by the Owner.

- (j) The Owners have represented the Developer that, out of the said property to be developed, land admeasuring 00 Hector 40 Ares i.e. 1 Acre is out of the Green belt. The said one acre of Green belt shall be touching the DP Road on one side and river on the other or shall be very close to the DP Road perpendicular to the river.
- (k) The Owners have represented the Developer that, there is an encroachment of about 1,70,000 sq. ft. on the said property. The said encroached land is considered available to the Joint Venture for development upon its release, as the stamp duty for this area has already been considered while paying the stamp duty of this deed. The Owners shall remove the said encroachment at their own costs and responsibility. If the encroachment cannot be removed during the pendency of the Joint Venture, then this encroached land will remain property of the owners without any liability towards the Joint Venture.
- (l) The Owners shall co-operate with the Developer in getting the plans of the buildings sanctioned from the PCMC and for obtaining the NA permission from the Collector. The Owners shall sign all necessary papers, forms, applications etc. as may be required to do the needful. If the concerned authority

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raises any title related objections the same shall be cleared by the Owners at their own costs and responsibility.

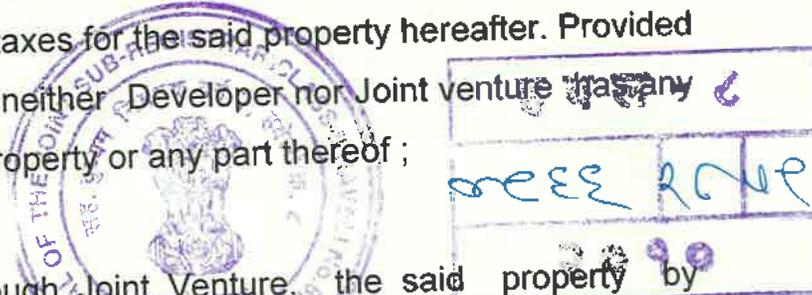
(m) The Owners shall have the right to get information on all unit sale agreements and/or receipts of any revenue out of project as and when requested by the Owners.

(B) the Rights and obligations of the Developer :

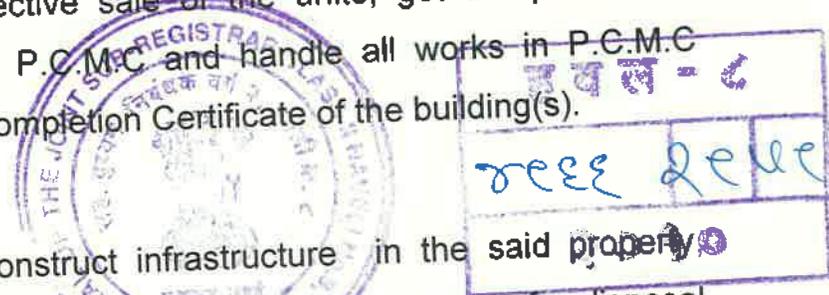
(a) To bring in funds/capital from time to time and as per requirement of the project for development, construction activities, other overheads including administrative costs, cost of security, taxes etc. The developer shall be liable for security of the entire property from date of this Agreement and also be liable to pay the taxes for the said property hereafter. Provided it is clarified that neither Developer nor Joint venture has any title in the said property or any part thereof ;

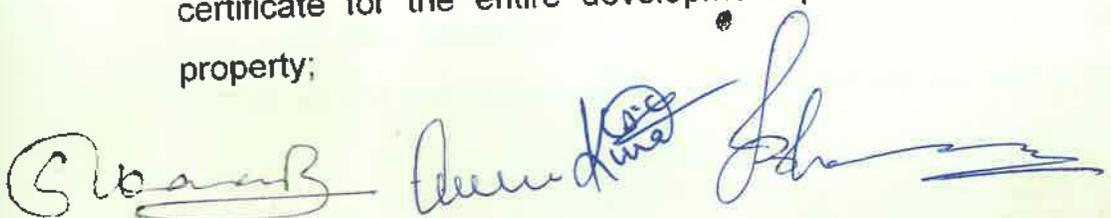
(b) To develop through Joint Venture, the said property by consuming the maximum development potential that is by consuming FSI available for the said property (basic FSI & other permissible FSI) in accordance with the Development Rules & Regulations as applicable and obtain all the necessary permissions, no objections, consent etc including without limitation all clearance from environment department;

(c) To get the layout, amalgamation, sub-division and building plans prepared from the Architect, get the same sanctioned from P.C.M.C. and to revise or amend the said plans from time to time. To get the requisite plans, designs, sections, elevations etc. duly made from the Architects, RCC consultants etc. as the Developer may nominate and if necessary to file the said plans with the concerned authority on payment of requisite fees and to take all such steps as may be necessary for the benefit of the scheme and construction of the buildings. Provided, the Developer shall consult the Owners for the foregoing purposes.

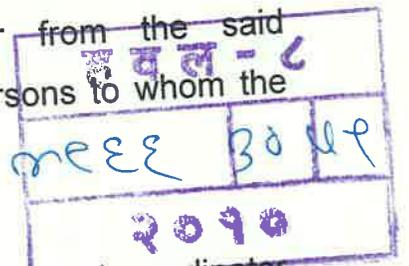


- (d) To obtain, if necessary, permission for non-agricultural use from the Collector or Addl. Collector and/or from such other concerned authorities and for the said purpose to sign and submit all necessary applications and all relevant papers and to pay all charges, fees and other levies whatsoever for the purposes of getting the said permissions.
- (e) To get the building plans drawn from the Architect as per the planning for effective sale of the units, get the plans duly sanctioned from P.C.M.C. and handle all works in P.C.M.C. until obtaining Completion Certificate of the building(s).
- (f) To build and construct infrastructure in the said property construction of internal roads, Pipes, ducts etc for disposal of drain water storm and sewerage and connect it to municipal outlets and seek connections for utilities the supply of all electricity, water, fuel, consumables and any other services required for the same;
- (g) To construct the internal roads for connecting the said property with municipal roads;
- (h) To construct building/s and units comprising of residential, commercial, retail or mall on the said property as per applicable laws. The Developer shall ensure that quality of construction work and amenities in the said property, building, units, common areas and facilities, service to the customer, etc. shall be such as to fetch good price for the units. The Developer shall be solely responsible for any claims arising out of poor quality of construction.
- (i) To complete the construction and obtain occupation certificate for the entire development potential of the said property;





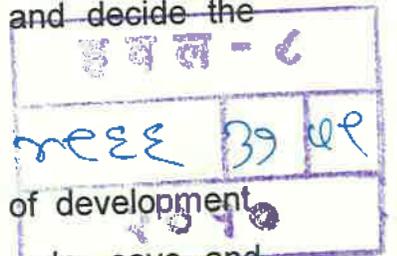
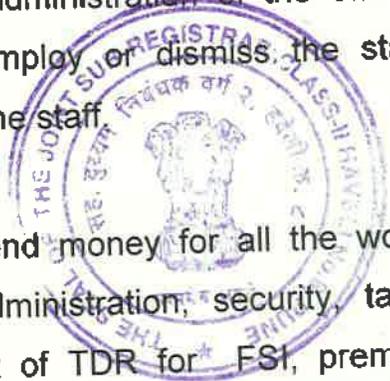
- (j) To form Association of Apartment Owners in accordance with the relevant provisions of law for the purpose of transfer by the Owners to such Association (s) and/or its members or purchasers of the flats, shops, offices, units, etc. the said property more fully described in the Schedule hereunder written in accordance with and towards the implementation of the scheme as may be envisaged, decided or implemented by the Joint Venture. Costs of formation of Association and all other expenses and outgoings whatsoever related thereto shall be recovered by the Developer from the said Association(s) and its members or the persons to whom the tenements are allotted.
- (k) To appoint, architect, structural consultant, project coordinator, contractors, civil engineers, etc.
- (l) To appoint all the workmen, contractors, labourers, staff, personnel, employed and working in the said development and/or upon the said plot of Lands, Developers shall also take all statutory insurance, as are customary in this kind of business.
- (m) To pay all property related taxes and outgoings pertaining to the said property from the date hereof. The individual parties shall pay their own income tax.
- (n) To undertake, execute and do all such other matters that may be incidental to or otherwise related to the aforesaid.
- (o) The Developer shall start the work within six months from date hereof and complete the entire project within five years from date of Bhoomi Poojan. The Developer shall also give to Owner phase wise master development plan and development schedule. The Developer shall supply a copy of the complete set of all the sanctioned plans to the Owners as and when



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they are sanctioned / approved..

- (p) The Developer shall quarterly submit information about the progress of the Project and shall inform whether the progress is as per schedule or not, if not, then reasons for the same and time within which the recovery would be made.
- (q) The Developer shall be responsible for general administration and especially administration of the office and for the said purpose may employ or dismiss the staff and decide the emoluments of the staff.
- (r) To pay or expend money for all the work of development, construction, administration, security, taxes etc, save and except the cost of TDR for FSI, premiums for balconies, staircases, passages, terraces, WBMD Road and cost for defending title. It is clarified that any and all expenses and requirement of funds, save and except the cost of above said works shall be met by the Developer only.
- (s) The Developer shall be responsible and be entitled to handle all sales/lease dispose of the units/flats/shops/row house/bungalows/office/car park/ club membership/advertisement rights/other rights or any development or improvement on the said property in the open market and for the said purpose to decide sales strategies including planning, advertising, appointment of agents, preparation of brochures, handling marketing media etc
- (t) The Developer shall be entitled to revenue share as provided in the clause 6 hereunder.
- (u) The Developer shall be entitled to raise bridge finance for the present project by mortgaging the phase of the property under



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their possession for construction. However, the entire responsibility of the repayment of the said project loan shall be of the Developer alone. The tenement/ unit purchasers shall also be entitled to mortgage their rights and their respective tenements/units/ plots/flats/ shop/showroom/offices/ row-houses/ bungalow etc. However the finance so raised by the developer shall not exceed the balance refundable security deposit with the owners as on that day and if it does then owners shall have a lien on the constructed portion of the developers share.

5. JOINT OBLIGATIONS

- (a) The Owners have given the right to the Developer to develop the said property phase wise.
- (b) The Developer shall get the draft Agreement of Sale of units prepared in accordance with the provisions of the Maharashtra Ownership Flats Act and shall review and discuss the same with the Owners &/or their advocates.
- (d) To enforce the terms of the abovementioned agreements and to ensure the compliance thereof and to do all acts, deeds and things in accordance with and in furtherance to the said agreements or otherwise at the cost of Developer.
- (e) If any premises are to be leased it will be mutually decided by both the parties and the lease agreement will be approved by the Owners.

6. REVENUE SHARING

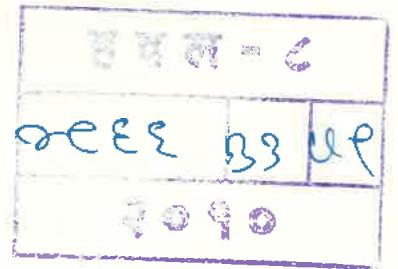
- [a] It is agreed between the parties hereto that the gross Revenue that the amounts received on the sale, lease or other transfer of flats, bungalows, row houses, shops, offices, showrooms, open spaces, terraces, rent from allowing advertisements board on the said property, the revenue from leasing or letting space to telecommunication companies to put of

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Towers and/or equipment, letting banquet hall, or any receipts, by whatever named called, either in lump sum or in streams arising out of or in connection with said property in any manner howsoever or whatsoever manner, shall be shared in the proportion hereinafter mentioned.

Owners	-	25%
Developer	-	75%
TOTAL	-	100%



However the amounts received by the Joint Venture by way of deposits towards legal expenses, proportionate share of common amenity expenses and outgoings, Association deposits and formation of Association/apartment charges, club deposits, MSEB charges and water meter charges and deposits, maintenance deposit, registration and stamp duty amounts, service tax, vat and other government levied taxes and other such statutory expenses shall not be taken into account while arriving at the total quantum of gross sale proceeds. Provided however that any surplus after providing for expenses for outgoing out of the amount collected for such purposes from purchasers of the Units, till formation of Association and handing over the accounts to the Association(s) remaining from such deposits will be included in the term gross sale proceeds which will be apportioned to the Owners and Developer at the end of the total project in the proportion hereinabove mentioned.

- (b) Out of amount to be received by the Owner under sub clause (a) (i) of this clause 6 a portion of the same i.e. 12% of the said amount (i.e. 3%) of said Revenues shall be first adjusted, against the Refundable Security Deposit already paid to the Owner as set out in Clause 7 hereunder, till a sum of Rs. 13 Crores is recovered i.e. Initially out of the sale proceeds 78 % shall be paid to the Developer till the amount of Rs.13

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Crores is repaid and thereafter 75% shall be paid to the Developer and 25% to the Owners.

Initially the bank will be given written instructions to transfer 22% to the owners and 78% to the developers account till the Refundable Security Deposit of Rs 13 Crores is recovered by the developer. Subsequently, Banks will be instructed in writing to revert to the original revenue sharing ratio of 25% to the owners account and 75% to the developers account.

- (c) It has been further agreed that, the entire costs for purchasing TDR and for the payment of premiums of balconies, passages, staircases, terrace etc. shall be borne and paid by the Owners alone. However, if the said payments are made by the Developer on behalf of the Owners the same shall also be recovered from the gross sale proceeds of the Owners.
- (d) At the end of Completion period, if there are any unsold Units then same shall be distributed between the parties in the ratio of 75% to the Developer and 25% to the Owners. In distribution as far as possible the parties shall distribute in such a manner that on each floor the area will be divided in the same ratio. The Owners shall have right to choose first their portion of 25% on ground and even numbered floors and the developer shall have right to choose their 75% portion first on all the odd numbered floors. All other amenities including car parking shall be distributed by and between the parties in the same ratio and locations shall be decided as may be mutually agreed
- (e) Any residual income after the duration of the joint venture shall belong to the land owners alone. After the duration of the joint venture, Any portion of land, which is not developed or conveyed, to the condominium will remain in the possession & ownership of the landowners alone.

7. SECURITY DEPOSIT

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It has been agreed between the parties that the Developer shall keep an amount of **Rs.11,00,00,000/- [Rupees Eleven Crores Only]** with the Owners as refundable security deposit and against that the Owners will return the amount of Rs.13 Crores in the manner as stated above in clause 6(b). The Developer has paid the amount of Rs.11 Crores to the Owners towards security deposit in the following manner:-



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 AMOUNT PARTICULARS

Rs. 5,25,00,000/- (Rupees Five Crores Twenty Five Lakhs)
 paid through RTGS from Kotak Mahindra Bank, East Street Branch, Pune through ^{KKBKH} UTR No 10130906592 on 10th May 2010 from Ishwar Constructions Private Limited A/C No 07212000004595 into Vijaylaxmi Developers A/C No 62127417703 in State Bank of Hyderabad, Plot No.397, Sector No.0024, Pradhikaran, Nigdi Branch, Pune-411 044.

Ishwar
Kotak

Rs. 3,75,00,000/- (Rupees Three Crores Seventy Five Lakhs)
 paid through RTGS from Kotak Mahindra Bank, East Street Branch, Pune through ^{KKBKH} UTR No 10130906696 on 10th May 2010 from Trade Centre Developers & Builders Private Limited A/C No 07212000013461 into Vijaylaxmi Developers A/C No 62127417703 in State Bank of Hyderabad, Plot No.397, Sector No.0024, Pradhikaran, Nigdi Branch, Pune-411 044.

Ishwar
Kotak

Rs. 1,00,00,000/- (Rupees One Crore) will be paid before 31st May 2010 through RTGS into Vijaylaxmi

Ishwar *Owner* *Ishwar*



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parties shall give standing instructions to the bank to transfer in the 1st account 25% balance outstanding on the last day of each calendar month to account of Owners and 75% to the account of Developers, however, in case the outstanding balance in the account on any day exceeds Rs.1,00,000/- the Bank shall transfer the funds in sharing ratio on such date without waiting for month end. For the foregoing purpose both parties shall open their individual account in the same bank. Provided further, it is agreed that out of 25% receivable by the Owners, a sum equivalent to 12% of such amount (being 3% of Revenue) shall be deducted from the Owners account and credited to Developers account till the entire Refundable Security Deposit amount of Rs.13 Crores is exhausted. Provided further that, if any payment is made by the Developer on behalf of the Owners for the payment of purchasing TDR or for the payment of premiums for staircases, balconies, passages, terrace etc. or any other payment is made by the Developer on behalf of the Owners, the same shall also be deducted from the revenue share of the Owners upon receiving the letter from the Developer regarding the payment made by the Developer on behalf of the Owners with 15 days prior intimation to the Owners.

- (b) The second bank account shall be opened in the same bank and branch for deposit of the amounts received by the Joint Venture towards MSEB Deposit, formation of apartments, legal charges, service tax, vat, club house membership charges, maintenance deposit or any other miscellaneous charge. The said amounts shall not be transferred to the account of any party but shall remain in the same account for incurring the aforesaid expenses. After the completion of entire project in all aspects if there is any residue after deducting all the expenses the same shall be distributed amongst the parties in their revenue sharing ratio and this account will be operated jointly with the signature of either Mr. Ishwar Chandulal Parmar or Ms. Darshana Ishwar

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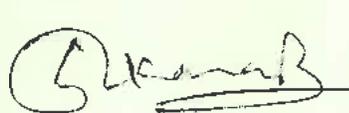
Parmar or Mr. Anand Navratan Jain. A quarterly statement of this account will be provided to Owners for their reference and record.

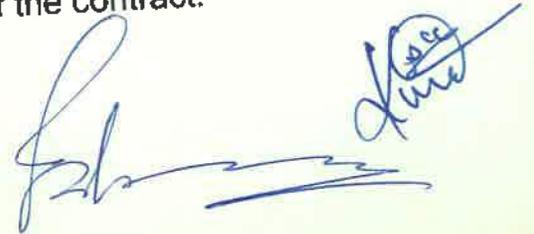
9. **BOOKS OF ACCOUNTS**

- (a) All accounts, books of accounts, statements, vouchers, documents and other relevant records will be prepared as per law of State and the same shall be kept at the Office of the Joint Venture. The said accounts, books of accounts, statements, vouchers, documents and other relevant records shall be maintained by the Developer. The Developer shall give inspection to the Owners of all accounts pertaining to Revenues. The Owners shall have the right to audit all such documents, at their expense..
- (b) The accounting year of the Joint Venture shall end on 31st March of each calendar year, the first accounts being from the date of signing of this Agreement till the 31st March immediately succeeding.
- (c) The Developer shall take responsibility for all the receipts and account of the Developers and its partners for any misappropriation of the revenues and accounts and the Owners will not be responsible in any way.

10. **TIME IS ESSENCE OF THE CONTRACT**

- (a) The Developer agrees that it would start the development/construction work within six months from the date of this Agreement and complete the Project within 5 years from the date of Bhoomi Poojan or completion date of the WBMD Access road to the property, whichever date is later, the time being essence of the contract.

 Anand Navratan Jain

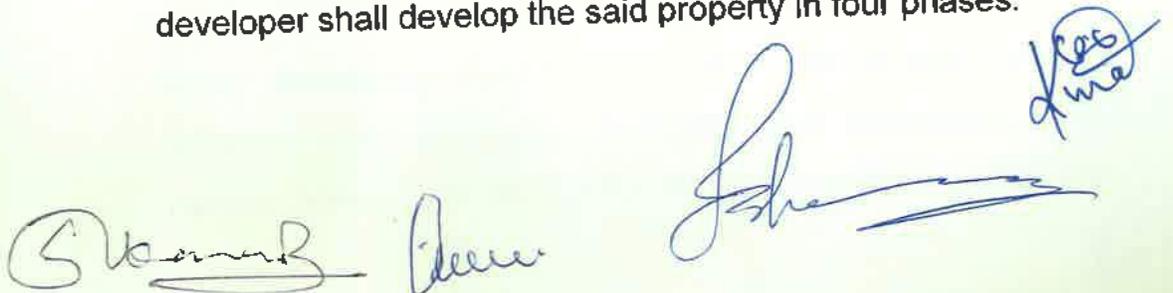


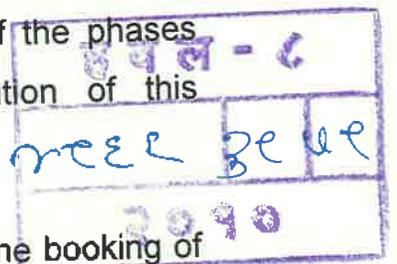
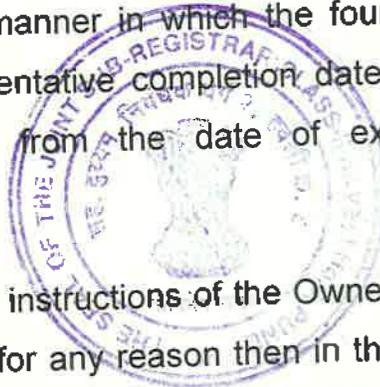
- (b) The Developer shall develop the said property phase wise and complete the same within 5 years from the date of Bhoomi Poojan or completion date of the WBMD Access road to the property, whichever date is later, Provided, if there is delay in handing over any portion of land by the Owners to Joint Venture or if there is stay on development by the competent court, due to defect in the title of the land, then the period of such delays shall be excluded from the completion time. In such cases the completion time shall get extended accordingly.

The Developer shall give a master plan and inform the owners the manner in which the four phases will be developed with tentative completion dates of the phases within 60 days from the date of execution of this agreement.

- (c) If because of the instructions of the Owners the booking of units is stopped for any reason then in that event the time of such stoppage shall be excluded from the stipulated period of 5 years. The Owners shall give written instructions to the Developer stating the reason for stoppage. From the date of receipt of such written instructions the Developer shall stop the booking and the same shall remain so till the time the Owners again send written instructions to the Developer to resume the booking. The time of such stoppage shall be added to the stipulated period of 5 years.

- (d) It has been further agreed between the parties that, the Developer shall complete the project within a period of 5 years from the date of bhoomi poojan or within the extended period as provided under this agreement. As stated above the developer shall develop the said property in four phases.





11. POSSESSION FOR DEVELOPMENT:--

The Owners shall permit the Developer through Joint Venture to enter the land as per clause 3(c) above for the purpose of development and carrying out a scheme of ownership thereon and to commence and complete development and construction work thereon as contemplated by this Agreement and for implementing other purposes of this Agreement. Provided further it is clarified that neither the Joint Venture nor the Developer shall have any title in the said property or any part thereof.

12] DECISIONS :-

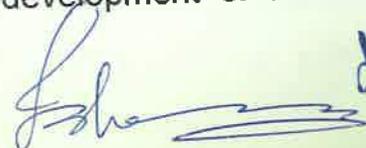
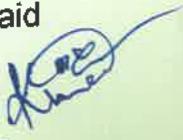
All the policy decisions in respect of the business of the joint venture, for carrying out the work and for completion of the project in accordance with milestones and terms herein shall be taken by the Developer.

13] AGREEMENTS OF SALE TO BE ENTERED WITH PROSPECTIVE PURCHASER/S :-

All the parties to this Joint Venture namely Mr Shantilal Mohanlal Kawar or Mr. Dilip Motilal Chordia on behalf of the Owners and Mr. Ishwar Chandulal Parmar or Ms. Darshana Ishwar Parmar on behalf of the Developer shall sign the agreements of sale to be entered with the purchasers of the units to be constructed on the said property. The Bank account No. for collection of all gross revenue accruals, as mentioned in clause 8(a), shall be compulsorily mentioned in all documents and payments collected directly in this account.

The agreement of sale to be entered with the purchaser/s of shops/offices/units etc. and other premises shall be in the name of 'River Residency' Joint Venture and the same shall contain a suitable recital disclosing the rights and obligations of the parties hereto with regard to the development of the said

property to the purchasers of the units and other premises constructed on the said property.

For the purpose of admitting the execution of agreements of sale before the concerned Sub-Registrar, the Owners and the Developer shall execute a Special Power of Attorney in favour of Mr Shantilal Kawar & Mr. Kunal Dilip Chordia or in favour of such person as may be nominated by Mr. Kunal Dilip Chordia & Mr Shantilal Kawar. The said Special Power of Attorney shall be used for the sole purpose of admitting the execution of documents before the Sub-Registrar on behalf of the Owners and the Developer.

14] SALES/ MARKETING:--

It is categorically agreed between the parties hereto that, the rate of flats/shops/offices/units constructed on the said property shall be decided by the Developer. All policy decisions regarding sales and marketing and day to day management of the same shall be taken by the Developer.

Provided further, During the pendency of the Joint Venture, the developer will not discount the sale price of the units by more than 10% of the current project selling price at that time. If such a situation arises, the decision to make such a sale will be taken mutually by both parties.

15. REPRESENTATIONS

A. Representations of Owner

The Owner hereby represents and warrants to the Developer as follows:

- (a) the Owner's title to the said property is clear and marketable and free from all Encumbrances, claims and doubts of any nature whatsoever and proper measures will be taken by the Owners to check all title clearances.

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[Signature]

(b) there is no suit, litigation or any other legal proceedings or other notice or attachment (whether before or after judgement) pending against the Property or any part thereof.

(c) There are no income tax/wealth tax or other proceedings in respect of any tax, rates, levies, duties or revenues or for recovery or otherwise of whatsoever nature initiated and/or pending by any tax or other authority against the Property or any part thereof.

(d) There is no pending liability against, or any prohibitory order or attachment or warrant of distress pending against, or receiver appointed in respect of, the Property or any part thereof in execution of any order or decree of any Court or other authority.

(e) There are no notice of requisition or acquisition in respect of the Property or any part or portion thereof has been received by the Owner from the Government of Maharashtra or any local body or authority or under the Municipal Corporation Act, or under the Epidemic Diseases Act or the Land Acquisition Act or the Town Planning Act or the Defence of India Act or any other Legislative enactment or ordinances or any statutory rule or order.

(f) The part of the said land is subject to developable reservation as shown in Development Plan remarks or otherwise and as set out in the Annexure A annexed hereto subject to reservations for purpose under the Development Control Regulations or any other applicable act, rule or order.

(g) The Owner has paid all taxes payable in respect of the Property up to date hereof and there are no arrears in respect thereof and there are no pending demands for tax, assessment, rates or cess against the Owner or the Property

S. K. B. B. B.

[Signature]

or any proceedings pending or threatened against the Owner or the Property for recovery of such taxes or demands. If any dues are so found they shall be paid by the owners.

(h) The Owner or any person claiming by, from, under or through the Owner, has not entered into any agreement for sale or granting of any rights in respect of the Property or any part thereof nor has the Owner parted with the possession of or created any third party rights in the Property or any part thereof.

(i) There is no easement or covenant or right of prescription or under or in respect of the Property or any part thereof.

(j) The Owners have represented that the minimum development potential of the said property is 15,00,000 sq ft with the amount of buildable reservations being 2,80,000 sq ft AND GREEN ZONE being 43,560 sq ft, classified under the following

Residential Zone	12,20,000 sq ft
Road	2,00,000 sq ft
Primary School	40,000 sq ft
Secondary School	20,000 sq ft
Commercial Complex	10,000 sq ft
Maternity Home	10,000 sq ft
Green Zone	43,560 sq ft.

B. Representation of the Developer

- (a) the Developer is experienced developer and has executed many projects of the size and complications as compared this project.
- (b) Developer has adequate funds to finance the project and can bring/arrange the funds as and when required to be brought in for developmental activities.

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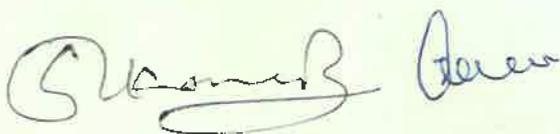
- (c) The Developer has good image/brand in the market and can comfortably construct and sell the entire project in time of five years at competitive rates.
- (d) The Developer has no litigation or is not incapacitated in any manner from doing the business including black listing by PC.M.C or any other agency.

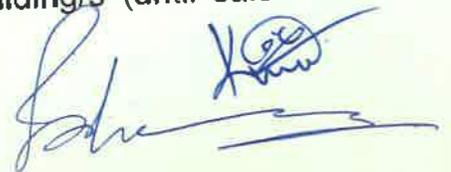
C. Representations of both Parties:

- (a) Each Party represents to the other that they have the power to enter into and perform their respective obligations under this Agreement and all actions, steps and things required to be taken, fulfilled and done in order to enable it to lawfully enter into and perform their obligations under this Agreement and to ensure that such obligations are legally binding and enforceable have been taken, fulfilled and done.
- (b) Each Party represents that entry into, exercise of rights and/or performance of or compliance with its respective obligations stated in this Agreement do not and will not violate (i) any law, regulation, authorization or order (whether or not having the force of law) issued by any Court or authority; or (ii) any agreement to which it is a party or which is binding on it.
- (c) Neither of the parties hereto shall assign, transfer or in any way part with their interest in the joint venture in favour of any third person or persons without the prior express written consent of the other party hereto.

16. TAXES

- (a) The Owner shall, pay all municipal rates, taxes, levies, assessments and other Government dues and impositions in respect of the Property until the date of execution of this Agreement.
- (b) The Developer shall, on and from the date of execution of this Agreement, pay all municipal rates, property taxes, levies, assessments and other Government dues and impositions in respect of the Property and the Building/s (until sale of all





premises therein) including taxes in respect of the Property during the period of development of the Project on the basis of the same being treated as "land under construction". It is clarified that irrespective of the facts that the Developer shall be developing the said property phase wise the Developer shall pay the taxes of the entire portion of the said Property from the date hereof.

- (c) The Parties shall pay their respective income and other taxes payable in respect of the Revenues and /or Revenue Share received on sale or other transfer of premises and other areas in the Building/s and/or the Property.

17. INDEMNITY

- (a) The Owner shall indemnify and keep indemnified the Developer against all losses, damages, costs, charges and expenses that may be incurred or suffered by the Developer on account defect in the title of the said property or any part thereof or on account non transfer of the title in favour of the Association(s), due to any defect in the title of the said property.
- (b) The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs, charges and expenses that may be incurred or suffered by the Owner : (i) on account of or arising out of any breach by the Developer of any conditions of this Agreement or non performance of its obligations under his agreement, or arising out of any act or omission of the Developer in the performance of its rights and obligations under this Agreement; (ii) any liability for not obtaining of any environmental permission or any breach of the environmental laws; (iii) any breach of any law, permission, agreement etc on the part of the Developer; (iv) any breach of intellectual property of any third party; (v) any liability under labour issues including any death, disability or accident at the site during development of the said property; (vi) any misuse or use in excess of authority by the Developer and /or back to back indemnity for any indemnity executed by the Developer pursuant to Joint Venture agreement other than for the title of the property.

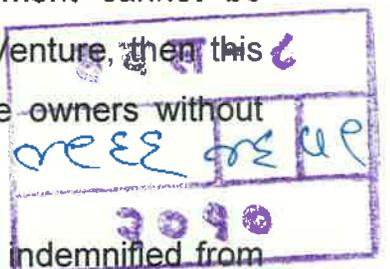
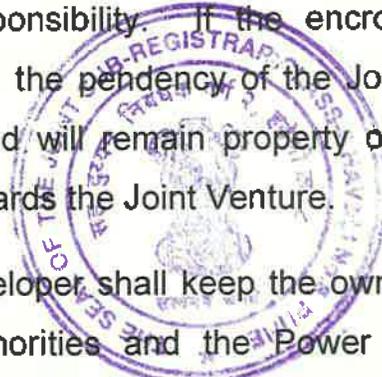
[Handwritten signatures and stamps]

[Circular stamp: THE JOINT SUB-REGISTRAR, ...]

[Rectangular stamp: हुबल - ८, मर्रे २५०९, ३०९०]

(vii) any liability or third party claim from defective work or violation, non compliance of MOFA on the part of the developer or any other provisions of laws on the part of the developer; (viii) for any encroachment on the said property or any part thereof; and (ix) for any misappropriation of the accounts, revenues and receipts of the account of the Developers.

(c) The Owners have represented the Developer that, there is an encroachment of about 1,70,000 sq. ft. on the said property. The said encroached land shall be is considered available to the Joint Venture for development upon its release, as the stamp duty for this area has already been considered while paying the stamp duty of this deed. The Owners shall remove the said encroachment at their own costs and responsibility. If the encroachment cannot be removed during the pendency of the Joint Venture, then this encroached land will remain property of the owners without any liability towards the Joint Venture.



(d) The Developer shall keep the owners indemnified from misuse of authorities and the Power of Attorney granted pursuant to their agreement for exceeding authority granted under the said Power of Attorney or any losses, damages, costs, expenses arising from or/and in any way connected with the misuse of the Power of Attorney.

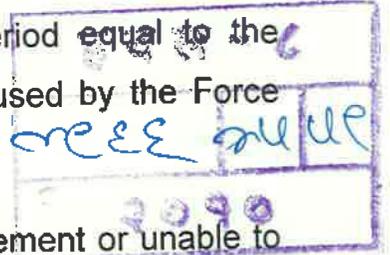
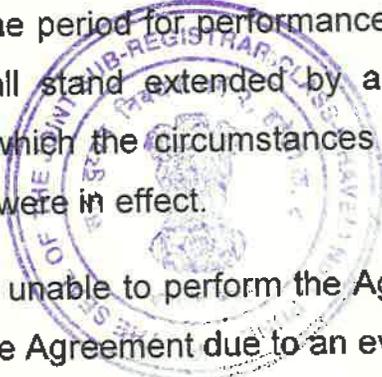
18. FORCE MAJEURE

(a) For the purpose of this Agreement, a Force Majeure event means any event or circumstances or cause or a combination thereof which shall adversely affect or prevent the performance, either in whole or in part, by a Party of its obligation under this Agreement and which event, cause or circumstance is not foreseen on the date hereof and is beyond the reasonable control of and not caused by the fault of, or any act of illegality by, the Party and without prejudice to the generality of the foregoing shall include (a) an act of God such as earthquake, flood, draught, lightning, inundation, landslide,

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any act of illegality by, the Party and without prejudice to the generality of the foregoing shall include (a) an act of God such as earthquake, flood, draught, lightning, inundation, landslide, hurricane, thunder, cyclone, tempest, storm, fire, epidemic or other natural or physical disaster or calamity; or (b) explosion, civil commotion, riot, invasion, war, accidents, embargo, bomb, sabotage, terrorist actions; or (c) acquisition, confiscation or requisition of the Property; or (d) any act of State/ PCMC/ any other government body.

(b) In the event of occurrence of a Force Majeure event, the performance of all obligations by the Party affected by such event shall stand suspended until cesser of the Force Majeure event and the Party shall be relieved of all liability for failure to perform or delay in performance of its obligations. Such obligations shall revive on cesser of the Force Majeure event, provided that the period for performance of any such pending obligations shall stand extended by a period equal to the period during which the circumstances caused by the Force Majeure event were in effect.



(c) A Party who is unable to perform the Agreement or unable to fully perform the Agreement due to an event of Force Majeure, shall notify the other Party within 30 (thirty) days after the event of Force Majeure occurs.

19. CONFIDENTIALITY

Each Party shall take all reasonable actions to protect and hold all information of the other Party or in relation to the Project as confidential and prevent its disclosure to third parties and the Parties shall use such confidential information only for those purposes contemplated under this Agreement, and to disclose Confidential Information only to its employees or advisors on a need-to-know basis.

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20. **TERM AND TERMINATION**

Term

This Agreement shall remain in force until the Completion of the Project and distribution of the Revenue Share as provided in Clause 6 above.

Termination by Owners

The Owners can terminate this agreement in the following events only:

- (i) if the project is held up for want of funds for more than four months.
- (ii) if the project is delayed by the Developer for more than 6 months and the current working phase is deemed behind schedule by more than 6 months.
- (iii) The Developer closes down its business and or incapacitate to carry on the business;
- (iv) Any winding up notice is issued or any provisional liquidator is appointed ; or
- (v) Any Receiver or administrator is appointed over the assets of Developers

In case of termination of the Joint Venture agreement by the owners, the Developer will finish the construction and sale of the portion which has been commenced in the phase under his possession, prior to final settlement .

In case of termination prior to the completion of project all the deposits paid by the Developers to the various government authorities will be re-imbursed by the Owners to the Developers, if they choose to continue with the same project.

However, if the owners decide to discontinue the current project and start afresh the the developer will have a right to collect all such deposits directly from the government authorities. Upon termination of this agreement, all the

drawings, plans, R.C.C designs pertaining to this project will be the property of the Owners.

Termination by Developer

Subsequent to signing this Joint Venture, if any problem is uncovered in the title due to which development plans are not sanctioned for more than 9 months, then at the end of 9 months, the developer has an option to terminate the Joint Venture agreement. Upon exercising the termination option, the developer is entitled to receive a complete refund of the security deposit with the owners within a period of one month, thereon. Additionally, the land owners agree to pay damages in the amount of **Rs 3,00,00,000 (Rupees Three Crores)** to the developer and also reimburse the developer all costs incurred at the site such as development of boundary, land levelling, amenities, infrastructure etc up to the time of termination of the Joint Venture agreement.

Provided further,

- (a) the developer shall simultaneously execute and register the cancellation deed for the Joint Venture agreement .
- (b) the developer shall give a no claim certificate stating they have no rights, title or interest in either the Joint venture agreement or the said property.
- (c) the developer shall remove themselves from the said property or any part thereof.
- (d) the developer shall furnish declaration that they had not assigned any rights in the Joint Venture or land to any third party and also indemnify from the foreign declaration

The Refundable Security Deposit amount will be returned by the owners upon execution of the clause (a),(b),(c) and (d) .

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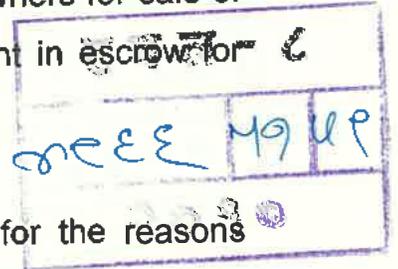
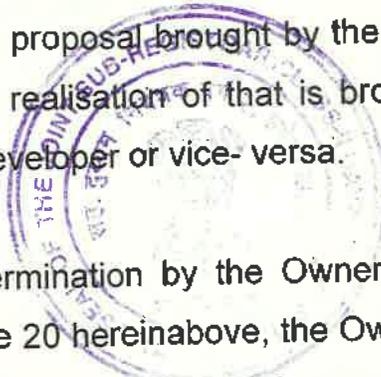
21. Termination Remedies;

- (a) In case this agreement is terminated by the Owners for the reasons set out in clause 20 hereinabove, then Developer shall stand resigned from this Joint Venture and the Owner shall carry out the business of Joint Venture alone or with any other developer. However, before terminating this agreement for the reasons set out in clause 20 hereinabove the Owners shall give 60 days notice to the Developer in writing calling upon the Developer to provide remedy. If the Developer neglects, refuses, avoids or fails to provide remedy within the period of 60 days from the receipt of notice then in that event the developer shall forthwith stop further work and withdraw and remove itself and its agent, servants from the said property so as to leave the Owner in the exclusive possession of the said property and all the power of attorneys given to the Developer shall be deemed to have been cancelled, and the developer will return all the Power of Attorneys given & facilitate cancellation of these POA's and other documents in its power or possession concerning the said property or any part thereof. (notice is given for sixty days as the time is already given in definition of default) Provided further in such a situation each party shall appoint one government approved valuer to ascertain the value of the unsold part of constructions or improvements put up by the Developer. Then parties will calculate the average value of the such unsold constructions or improvements put up by the Developer in the said property or any part thereof. The Owner shall pay to the Developer the said value after adjusting the amounts received by Developer under this agreement and also refund the balance security deposit within a reasonable period of three months and in case of any delay beyond this period, in payment of this amount by the Owner they shall pay interest on the same @ 8% p.a. for delayed period and the Developer shall have charge on the unsold constructed portion till the payment is received or vice-versa. The possession of

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uncompleted phase shall not be handed over by the Developer to the Owner unless and until the entire payment is received by the Developer from the Owners within a reasonable period of three months. The Developer agrees to issue NOC to any proposal brought by the Owners for sale of the Unit(s), if the realisation of that is brought in escrow for payment to the Developer or vice-versa.



- (b) in the case of termination by the Owners for the reasons specified in clause 20 hereinabove, the Owners shall have the right to deal with the said property in any which manner that they desire, after all the dues of the developer are cleared including the return of the balance refundable security deposit.
- (c) In case of termination for the reasons specified in clause 20 hereinabove and upon the payment of the balance due amount of the Developer within a reasonable period of 3 months. and in case of any delay beyond this period, in payment of this amount by the Owner they shall pay interest on the same @ 8% p.a. for delayed period. The Owners shall be entitled to construct the remaining part of the said property in accordance with the drawings approved by the authorities and Developer shall not claim any intellectual right over these. It is clarified that all the drawings and approvals and any other intellectual property generated in Joint Venture shall remain the property of the owner only and Developer shall have no right over the same.
- (d) In case the bridge finance, if any, raised on any of the property remains undercharged, then Owners shall appropriate the Security Deposit and balance amount will be recovered first from the amounts payable to it under this agreement in term of clause 21 (a) above and balance from the Developer. For the foregoing purpose the Owners shall have the lien on all the money of developer lying with Joint venture.

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22. **DEPOSIT AND REFUNDS**

All refundable deposits which may hereinafter be paid to the PCMC or any concerned authorities for the purpose of this Joint Venture paid by the Developer shall belong to the Developer alone

24. **DISPUTE RESOLUTION**

Amicable Resolution

In the event of any dispute or difference between the Owner and the Developer in respect of or concerning or connected with the interpretation or implementation or arising out of this Agreement or any Clause or provision hereof, or relating to the termination hereof, then such dispute or difference shall in the first instance be resolved amicably by the nominated representatives of the Parties.

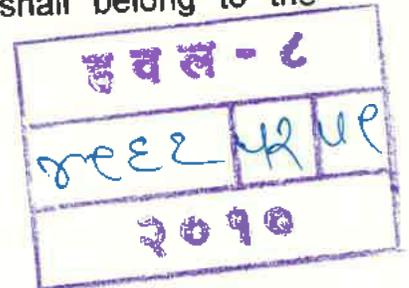
Arbitration

In the event that any dispute or difference arising out of the reasons as referred in clause 20 hereinabove regarding the termination of Agreement, then such dispute or difference shall be referred to arbitration of a sole arbitrator if the Parties so agree. Failing such agreement within a period of 15 days of the end of the process provided for in Clause 16.1, the arbitral tribunal shall comprise three arbitrators, each Party appointing one arbitrator (i.e. the Owner appointing one arbitrator, and the Developer appointing one arbitrator) and the third arbitrator shall be selected by the two arbitrators so appointed within a period of 7 days of their appointment. Such arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996.

The place of arbitration shall be Pune, India. Any arbitral proceeding begun pursuant to any reference made under this Agreement shall be conducted in English language.







The decision of the arbitral tribunal and any award given by the arbitral tribunal shall be final and binding upon the Parties.

25] **COURTS OF LAW:--**

In the event of any dispute or difference between the Owners and the Developers arising for any reason except for the reason as specified in sub-clause 24 hereinabove the same shall be resolved through the Court of Law.

26. **Stamp duty Registration and other cost.**

It is agreed that all cost connected with stamp duty and registration of this document, the grant of development right to Joint Venture, Power of Attorneys, and any other document required for the aforesaid purpose shall be borne and paid by the Developer alone.

27. **MISCELLANEOUS**
Relationship

Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Owner and the Developer.

Notices

Notices, consents demands or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by registered post A/D, or by telefax addressed to the intended recipient at its / their address set forth below, or to such other address or telex or telefax number as a Party may, from time to time duly, notify to the other Party:

If to the Owner :

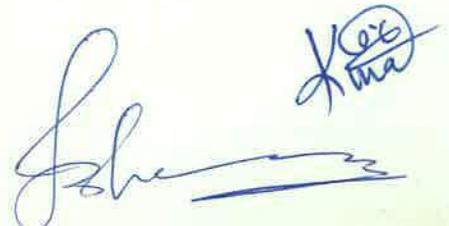
Address: Office No.313/A, Ahura Centre, 82, Mahakali Caves Road, Andheri (E), Mumbai-400 093

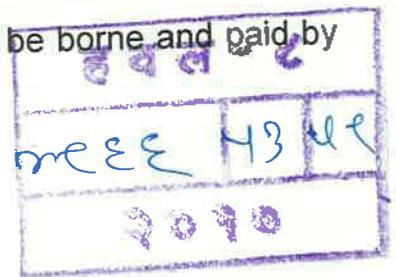
Attention: Mr Shantilal Kawar

Facsimile No.: (022)-28229000

E-mail: slkawar@vtexlimited.com



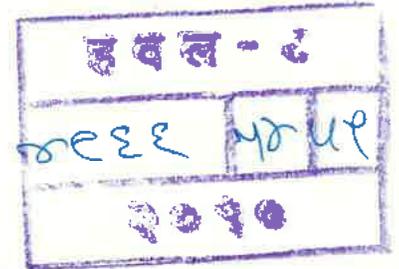




If to the Developer:

Address: Parmar Trade Center, C-wing
 12 Cannought Road
 Sadhu Vaswani Chowk, Pune 411001
 Phone 26125483 / 26125444

Attention: Mr Ishwar Parmar
 Facsimile No.: (020)-26123222
 E-mail: darshana@iparmar.com



Any such notice, consent, demand or communication shall be deemed to have been duly served if given personally, on delivery thereof to the address of the recipient with acknowledgement of receipt, or if sent by facsimile, on receipt by the sender of a sent transmission report, or if given by registered post A/D, 3 (three) days after posting the same by registered post. In case of facsimile transmissions, a copy of the notice, consent, demand or communication shall be followed by personal delivery or sent by registered post A/D, as aforesaid.

Costs and Expenses

All costs, charges and expenses (including any stamp duty and / or registration charges) payable in relation to the preparation, execution and registration of this Agreement shall be borne and paid by the Developer. However, both the parties shall bear the fees of their respective advocates.

Benefits of Agreement

This Agreement and the respective rights and obligations of the Parties hereto under this Agreement shall ensure to the benefit of and be binding on their respective heirs, executors and administrators or, as the case may be, successors.

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Assignment

Developer shall not assign its / their rights and/or obligations under this Agreement to any other person without the prior written consent of the Owners.

Waiver and Remedies

No failure on the part of either Party to exercise or no delay in exercising any right or remedy hereunder will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies hereunder are cumulative and not exclusive of any right or remedy provided by law.

Further Acts

Each of the Parties hereto undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Agreement.

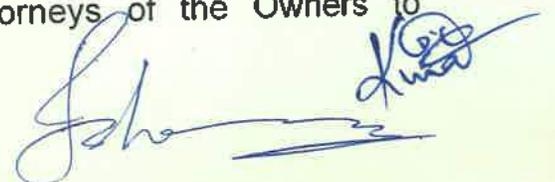
Time of Essence

Any time, date or period mentioned in any provision of this Agreement may be extended by agreement between the Parties but as regards any time, date or period originally fixed or so extended as aforesaid, time shall be of the essence.

28] POWER OF ATTORNEY:--

The Owners herein have simultaneously at the time of execution of these presents executed a General Power of Attorney in favour of the Developer appointing Mr. Ishwar Chandulal Parmar and/or Ms. Darshana Ishwar Parmar and/or Mr. Anand Navratan Jain, the directors of the Developer company as the constituted attorneys of the Owners to



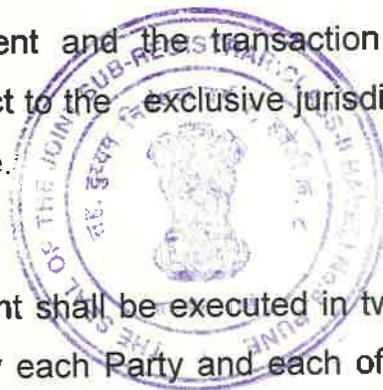


represent them before all the concerned authorities required in course of the development of the said property and to do all acts, deeds and things in furtherance thereto. Parties agree that this power of attorney is not coupled with interest as per section 212 of Indian Contract Act and is terminable upon termination of this Agreement.

Governing Law and Jurisdiction

This Agreement and the transaction contemplated herein shall be governed by and construed in accordance with the laws of India and Maharashtra.

This Agreement and the transaction contemplated herein shall be subject to the exclusive jurisdiction of the competent Courts in Pune.



Counterparts

This Agreement shall be executed in two counterparts one to be retained by each Party and each of which shall constitute the original but both of which when taken together shall constitute one and the same agreement.

AMENDMENT:--

Notwithstanding anything stated or provided hereinabove, no party shall have the authority to modify, alter or vary the terms and conditions of this Agreement in any manner whatsoever except with the signature of the other party and by mutual agreement which shall be reduced to writing and be signed by both the parties and thereupon the said writing shall become appendage and part of this Agreement.

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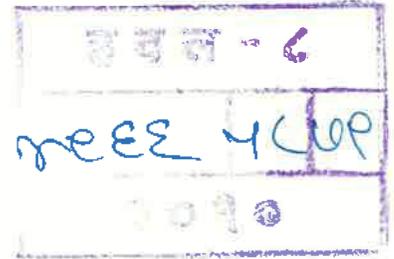
: SCHEDULE HEREINABOVE REFERRED TO :

All that piece and parcel of land and ground situated within the Registration, Sub-Dist., Taluka Haveli, Dist. Pune bearing Gat No.90, admeasuring an area 14 Hectors falling under residential zone and 00 Hector 40 Ares under the green zone thus totally admeasuring an area 14 Hectors 40 Ares i.e. 1,44,000 sq. mtrs. out of total area admeasuring **23 Hector 10 Are, Village Chikhali, Pune** and situate within the limits of Pimpri Chinchwad Municipal Corporation and bounded as follows -

On or towards the East : By Shiv(Boundary) of Moshi Village and Gat No. 94
 On or towards the South : By Gat No 72 and Gat 75
 On or towards the West : By Gat No 76,77,79,87 & 89
 On or towards the North : By Remaining Property of Gat No. 90 and beyond by Indrayani River

along with all the appurtenances thereto. The said property is earmarked in red colour ink on the plan annexed hereto.





The amount of buildable reservations being 2,80,000 sq ft
AND GREEN ZONE reservation being 43,560 sq ft, classified
under the following

Road	2,00,000 sq ft
Primary School	40,000 sq ft
Secondary School	20,000 sq ft
Commercial Complex	10,000 sq ft
Maternity Home	10,000 sq ft
Green Zone	43,560 sq ft

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

[1] **M/S VIJAYALAXMI alias VIJAYLAXMI
DEVELOPERS**

Through its partners

[i] **SAJJANRAJ SAYARCHAND KAWAR**

[ii] **SHANTILAL MOHANLAL KAWAR**
for self and POA for (i), (iii) & (iv)

[iii] **NORATMAL SAYARCHAND KAWAR**

[iv] **M/S. VIJAYLAXMI DEVELOPERS
AND SECURITIES PVT. LTD.,**

Through its Director

ANIL SAYARCHAND KAWAR

[v] **KUNAL DILIP CHORDIYA**

[vi] **DILIP MOTILAL CHORDIYA**

[2] **DILIP MOTILAL CHORDIYA**
Proprietor: VISHAL ASSOCIATES
OWNERS 1 & 2

[1] **ISHWAR CONSTRUCTIONS**
PRIVATE LIMITED.
Through its Managing Director
MR ISHWAR CHANDULAL PARMAR

[2] **TRADE CENTRE DEVELOPERS**
AND BUILDERS PVT. LTD.,
Through its Managing Director
MR ISHWAR CHANDULAL PARMAR
DEVELOPER 1 & 2



WITNESSES:--

1] Signature

Name – MR. VIKAS SHANTILAL KAWAR

Address - 501, Juhu Sai Darshan, 5th Floor, Juhu Scheme,
N.S. Road, Vile-Parle (West), Mumbai-400049.

2] Signature –

Name – SURESH NIVRUTTI KADAM

Address – At & Post Nirgudi, Tal. Haveli

Dist: Pune

कार्यालय,
सुभाषर पेट, अणपती चौक,
फोन : २४४५६६७६

गा. न. क्र. ७, ७ अ, व १२

शिक्षा

चिखली ता. हवेली जि. पूणे

क्रमांक	हि.क्र.	धारणा प्रकार	गा. न. क्र. ७	खाते क्र.
२०	—	रखिलसा	मालकाचे नांव काजण पंढरीनाथ सोरे ०४	कुळाचे नांव
मान क्रमांकाचे निक नांव	—	—	मुदाम व शिवाजी सोरे ०२ (२४४)	—
मह योज्य क्षेत्र	एकर हेक्टर	गुंटे आर	नामदेव [सभाजी] [दातात्रय] व चंद्रशेखर दाडु सामे ०४ (४०३)	इतर अधिकार हक्क / सविस्तर अणगावडी नामा चिपपडे इंडुबाई बापुसाय काळे वेळी शंकर पिंपण (४०५)
मयत	२२	३९	राजाराम काशीबा सागे कौतील्य कारीबा सागे ०४ (३३३) (३३३)	—
मदत	२२	३९	विशाल दातात्रय सागे वेंकव दातात्रय सागे अरुणा दातात्रय सागे (१६२०६)	—
शेती	०	४९	जीरा सभाजी सागे, स्मिता संतोष भांडव, सुजाता जगेश भगडे, सारला सभाजी सागे (५४४६६७७७७)	—
...	२३	९०	सोनल सभाजी सागे पुर्ण सभाजी सागे, नदा सभाजी सागे (१६२०६) स.प. १० इ. (१६२०६) सपता प्रकाश सागे ७-२० (१६२०६)	—
अथवा विशेष	२३	२५	एकूण २९	—

ह व ल - ८

१९६६	२०	५९
२०१०		



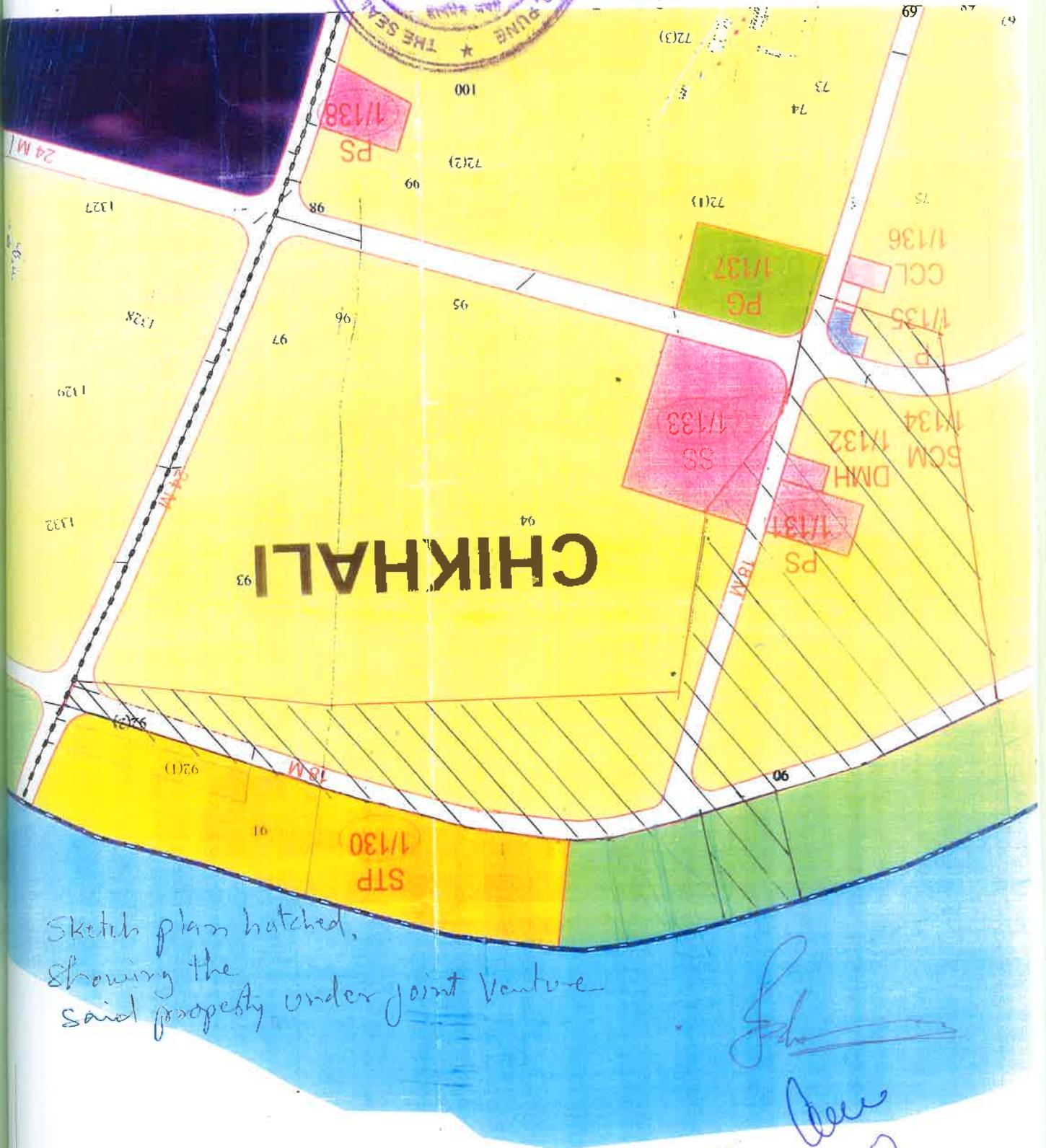
गा. न. क्र.	जमीन करणाऱ्याचे नाव	रीत	हंगाम	खरीप रकमी	मिश्र पि. संकेतांक	जलसिंचित	अजलसिंचित	मिश्र पीकाचे एकूण प्रत्येक पीकाचे क्षेत्र	अमिश्र पीकाचे क्षेत्र	यडीक व पीकरत निर-पयोगी अशा जमिनीचा तपशील	शेरा					
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७
२	विशाल	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
...

का. तमाडी
चिखली, ता. हवेली

(Handwritten signatures and stamps)

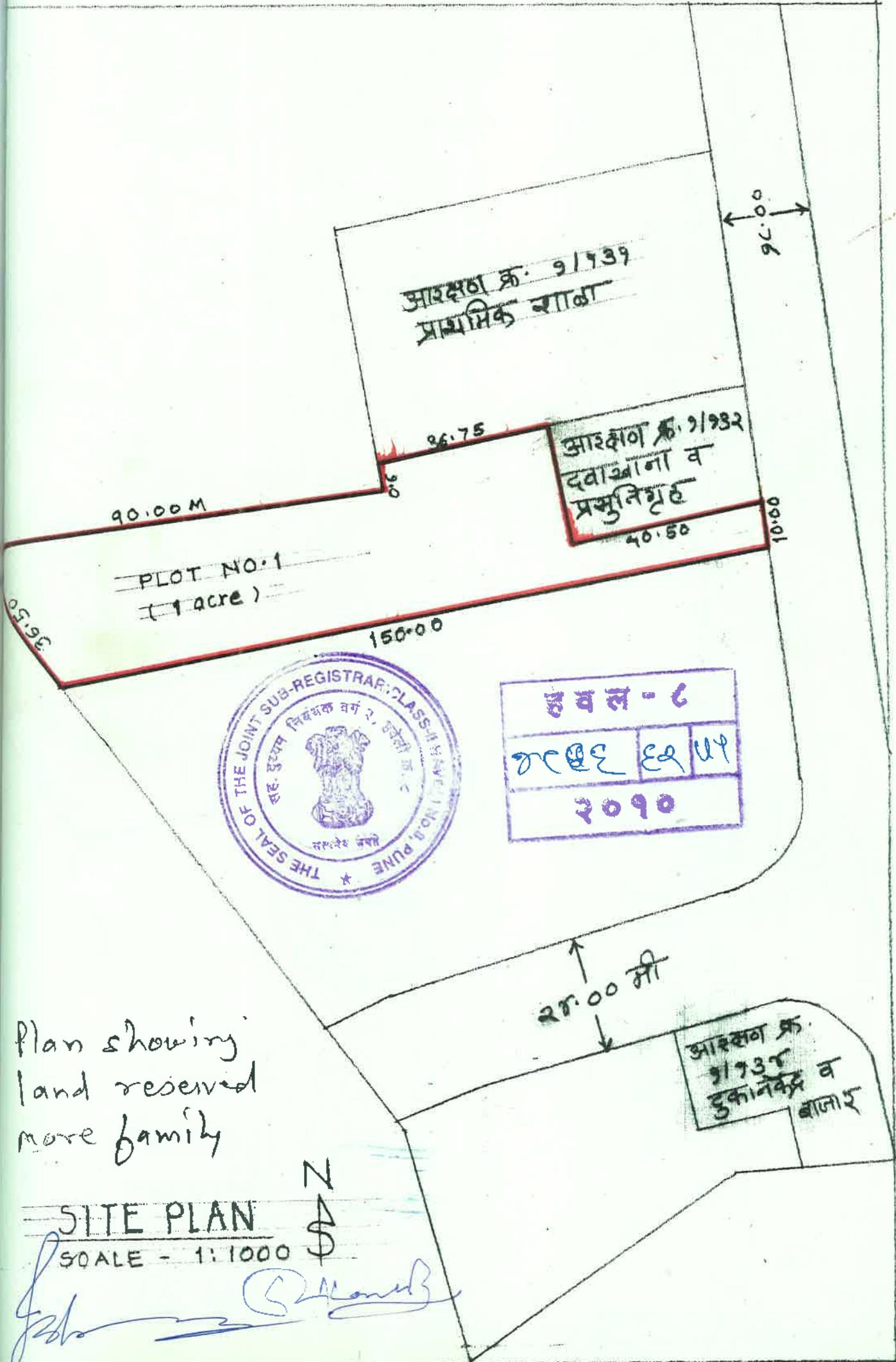


हुवल-८
 ४६३३ ६१०९
 २०१०



Sketch plan hatched,
 showing the
 said property under joint venture

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]



आरक्षण क्र. 9/139
प्राथमिक शाळा

आरक्षण क्र. 9/132
दवाखाना व
प्रसुनिगृह

आरक्षण क्र. 9/137
दुकानेकर व
बाजार

PLOT NO. 1
(1 acre)



हवल - 6
४८६६ ६२५५
२०१०

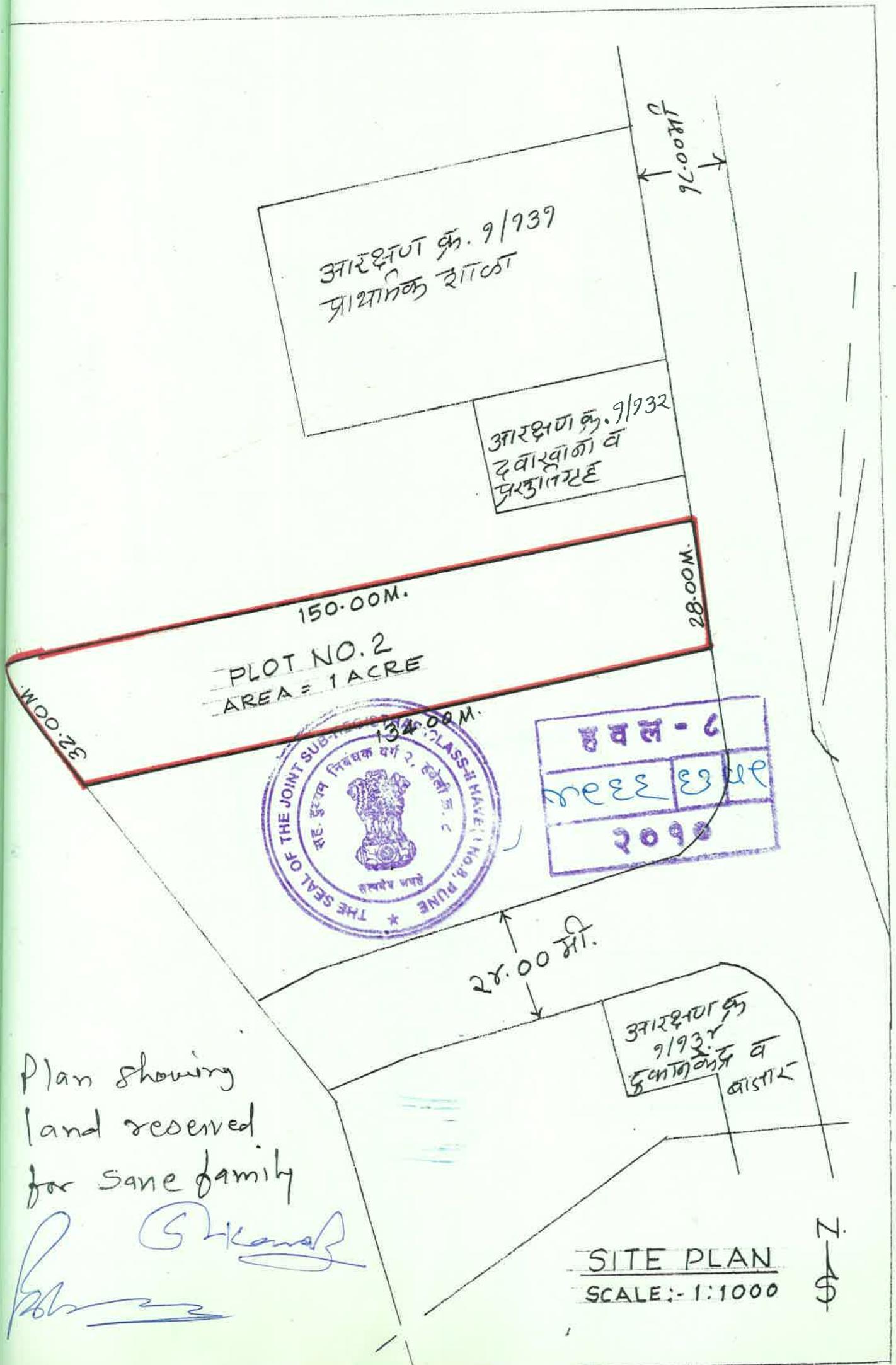
Plan showing
land reserved
more family

SITE PLAN

SCALE - 1:1000



[Handwritten signature]



Plan showing
land reserved
for same family

[Handwritten signature]





क व ल - ८
२०१०



भारतीय गैर न्यायिक

सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

General Stamp Office Number

महाराष्ट्र MAHARASHTRA

-3 MAY 2010

Proper Officer

Shri. K. R. MADGE

खिडकी नं. ३
महाराष्ट्र कोर्ट वार एग्जिस्ट्रार जनरल केजीएच
अंधेरी (प), पुणे-१९, लक्ष्मण क. २१०
दिनांक १०/०५/१०
विकसक
श्री साज्जानराज सायराचंद कावार

10 MAY 2010
DC 298627

003399

गणना धारक पुरावा

GENERAL POWER OF ATTORNEY

10 MAY 2010

T. No. 32/10

THIS GENERAL POWER OF ATTORNEY

IS MADE AND EXECUTED AT MUMBAI ON THIS DAY OF 10TH MAY 2010

TO ALL TO WHOM THESE PRESENTS SHALL COME, I,

SHRI SAJJANRAJ SAYARCHAND KAWAR

Age-about 44 years, Indian Inhabitant,

Residing at 701, Joysaffire, N.S. Road No. 6, J.V.P.D Scheme, Vile-Parle (West),
Mumbai - 400 049.

DO HEREBY SEND GREETINGS -

WHEREAS I am the partner of Vijaylaxmi Developers, the owners of the
below mentioned property.

Sajjanraj



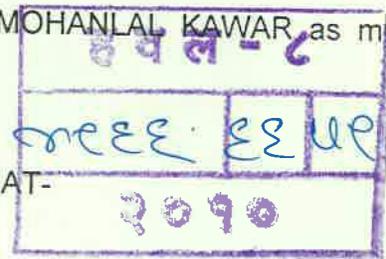
**: SCHEDULE HEREINABOVE REFERRED TO :
[DESCRIPTION OF THE SAID PROPERTY]**

ALL THAT PIECE AND PARCEL of land and ground situated within the Registration, Sub-Dist., Taluka Haveli, Dist. Pune bearing Gat No.90, admeasuring an area 14 Hectors 40 Ares falling under residential zone and 00 Hector 40 Ares under the green zone thus totally admeasuring an area 14 Hectors 80 Ares out of total area admeasuring 23 Hector 10 Are, Village Chikhali, Pune and situate within the limits of Pimpri Chinchwad Municipal Corporation.

Whereas I cannot be personally present to execute the registration of the Joint Venture Agreement and all such documents with the concerned developers.

AND WHEREAS I APPOINT SHRI SHANTILAL MOHANLAL KAWAR as my Attorney.

NOW KNOW YE THESE PRESENTS WITNESS THAT-



I, SAJJANRAJ SAYARCHAND KAWAR, do hereby nominate, constitute, and appoint the said SHRI SHANTILAL MOHANLAL KAWAR, Age- about 52 years, Occupation -Business, having address at-A/312, Ahura Centre, 82 M.C.Road, Andheri (East), Mumbai 400093 to be my true and lawful Attorney, on my behalf and in my name to do all acts, deeds, matters and things relating to the said property.

- 1) To negotiate, sign, execute, alter, or amend the Joint Venture Agreement and all related documents for and on my behalf

AND GENERALLY to represent me in all matters in which I am or may be interested irrespective of whether any authority in that behalf has been specifically set out hereinabove or not but that the same shall be interpreted in its widest sense with intent to clothe my Attorney with all powers to represent me in any contingency in respect of the said property.

AND I hereby state and declare that each act, deed or thing done by my Attorneys pursuant to these presents shall be as binding on me as if each act deed or thing were done by me with my own hands when personally present. And I hereby agree to ratify and to be bound by each act, deed or thing lawfully done by my said Attorney.

Sajjanraj

IN WITNESS WHEREOF we hereto have set our respective hands
On the date, month & year mentioned herein above.



ह व ल - ८		
२६६	६०	०९
२०१०		

1) Mr. Sajjanraj Sayarchand Kawar

Sajjanraj



I accept the authority

Shantilal Mohanlal Kawar

(SHANTILAL MOHANLAL KAWAR)



Witnesses 1)

Mahaveer S. Kawar
MAHAVEER S. KAWAR

2)

Gautam H. Jadhav
GAUTAM H. JADHAV

BEFORE-ME

Balwant M. Patil
BALWANT M. PATIL
Advocate & Notary Govt. Of India
404-D1, Tapovan Deep C.H.S. Ltd.
Pathanwadi, Malad (E).
Mumbai - 400 097



द्वल - ८

२६६	६८५५
२०१०	

Gautam
GAUTAM HIRAJI



S. V. No. 840
 MAHARASHTRA
 3 MAY 2010
 Model Order

खिडकी नं: २
 न्यायिक कोर्ट ऑफ एग्रीकल्चरल मेट्रोपोलिटन केजिंग-
 अंधेरी (पू), मुंबई-४०० ८४०
 दिनांक _____ कागजात
 वर्ष भी _____ विकला
 इस न्यायोत्तर मुद्रांक क. _____
 वकला धारक मुद्रांक

10 MAY 2010
 DC 298631
 0034 3
 10 MAY 2010

Shri. K. R. MADGE

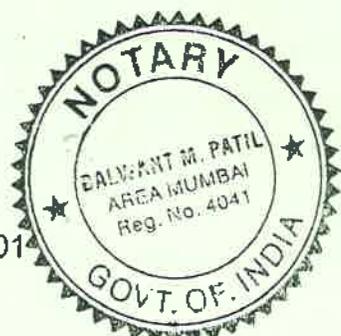
GENERAL POWER OF ATTORNEY

No. 110

THIS GENERAL POWER OF ATTORNEY IS MADE AND EXECUTED AT MUMBAI ON THIS DAY OF 10TH MAY 2010

TO ALL TO WHOM THESE PRESENTS SHALL COME, I,

(I) **SHRI NORATMAL SAYARCHAND KAWAR**
 Age-about 47 years, Indian Inhabitant,
 Residing at 46, Tilak Nagar, Pali Marwar, Rajasthan – 306 401



DO HEREBY SEND GREETINGS --

WHEREAS I am the partner of Vijaylaxmi Developers, the owners of the below mentioned property.

Noratmal



हुवल-८
 २०१०

And I hereby agree to ratify and to be bound by each act, deed or thing lawfully done by my said Attorney.

Noratmal

: SCHEDULE HEREINABOVE REFERRED TO :[DESCRIPTION OF THE SAID PROPERTY]

ALL THAT PIECE AND PARCEL of land and ground situated within the Registration, Sub-Dist., Taluka Haveli, Dist. Pune bearing Gat No.90, admeasuring an area 14 Hectors 40 Ares falling under residential zone and 00 Hector 40 Ares under the green zone thus totally admeasuring an area 14 Hectors 80 Ares out of total area admeasuring 23 Hector 10 Are, Village Chikhali, Pune and situate within the limits of Pimpri Chinchwad Municipal Corporation.

Whereas I cannot be personally present to execute the registration of the Joint Venture Agreement and all such documents with the concerned developers.

AND WHEREAS I APPOINT SHRI SHANTILAL MOHANLAL KAWAR as my Attorney.

NOW KNOW YE THESE PRESENTS WITNESS THAT-



I, NORATMAL SAYARCHAND KAWAR, do hereby nominate, constitute, and appoint the said SHRI SHANTILAL MOHANLAL KAWAR, Age- about 52 years, Occupation -Business, having address at-A/312, Ahura Centre, 82 M.C.Road, Andheri (East), Mumbai 400093 to be my true and lawful Attorney, on my behalf and in my name to do all acts, deeds, matters and things relating to the said property.

- 1) To negotiate, sign, execute, alter, or amend the Joint Venture Agreement and all related documents for and on my behalf

AND GENERALLY to represent me in all matters in which I am or may be interested irrespective of whether any authority in that behalf has been specifically set out hereinabove or not but that the same shall be interpreted in its widest sense with intent to clothe my Attorney with all powers to represent me in any contingency in respect of the said property.

AND I hereby state and declare that each act, deed or thing done by my Attorneys pursuant to these presents shall be as binding on me as if each act deed or thing were done by me with my own hands when personally present. And I hereby agree to ratify and to be bound by each act, deed or thing lawfully done by my said Attorney.

Noratmal

IN WITNESS WHEREOF we hereto have set our respective hands
On the date, month & year mentioned herein above.



हवल - ८		
०८८८	०९	०९
२०१०		

1) Mr. Noratmal Sayarchand Kawar

Noratmal

I accept the authority

(Signature)

(SHANTILAL MOHANLAL KAWAR)



BEFORE ME

(Signature)

BALWANT M. PATIL
Advocate & Notary Govt. Of India
404-D1, Tapovan Deep C.H.S. Ltd.
Pathanwadi, Malad (E).
Mumbai - 400 097



Witnesses 1)

MAHAVEER S. KAWAR

(Signature)

2)

GAUTAM H. JAIN

(Signature)



हथल - ६		
मे	२	२९
२०१०		

GAUTAM H. JAIN *Gautam*



भारतीय गैर न्यायिक

सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES



भारत INDIA
INDIAN NON JUDICIAL

10 MAY 2010

General Stamp Office Mumbai

महाराष्ट्र MAHARASHTRA

-3 MAY 2010

Prover Office

Shri. K. R. MADGE

खिडकी नं.

अधो (३), विकास

दिनांक

वर्ष

विभागात्

विकास

पत्राणा धारक पत्राई

DC 298632

003404

10 MAY 2010

GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY

IS MADE AND EXECUTED AT MUMBAI ON THIS DAY OF 10TH MAY 2010

r. No. 33/10

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE,



व ल - ६
२०१०

- (1) SHRI ANIL SAYARCHAND KAWAR
Age-about 34 years, Indian Inhabitant,
Residing at Flat No.501, 39 Amardeep Society, J.V.P.D. Scheme,
Vile Parle (West), Mumbai 400049.
- (2) SHRI RITESH GAUTAMCHAND KAWAR
Age-about 30 years, Indian Inhabitant,
Residing at 46 Tilak Nagar, Pali Marwar, Rajasthan - 306 401.



DO HEREBY SEND GREETINGS -

WHEREAS we are the Directors of Vijaylaxmi Developers and Securities Pvt. Ltd., the owners of the below mentioned property.

[Signatures]

deed or this...

...

: SCHEDULE HEREINABOVE REFERRED TO:
[DESCRIPTION OF THE SAID PROPERTY]

ALL THAT PIECE AND PARCEL of land and ground situated within the Registration, Sub-Dist., Taluka Haveli, Dist. Pune bearing Gat No.90, admeasuring an area 14 Hectors 40 Ares falling under residential zone and 00 Hector 40 Ares under the green zone thus totally admeasuring an area 14 Hectors 80 Ares out of total area admeasuring 23 Hector 10 Are, Village Chikhali, Pune and situate within the limits of Pimpri Chinchwad Municipal Corporation.

Whereas we cannot be personally present to execute the registration of the Joint Venture Agreement and all such documents with the concerned developers.

AND WHEREAS WE APPOINT SHRI SHANTILAL MOHANLAL KAWAR as our Attorney.

NOW KNOW YE THESE PRESENTS WITNESS THAT-

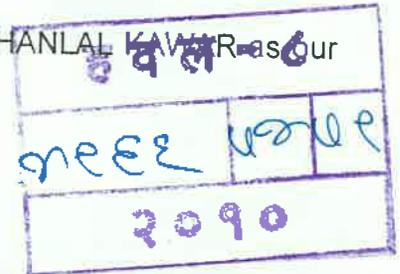
We, ANIL SAYARCHAND KAWAR, and RITESH GAUTAMCHAND KAWAR do hereby nominate, constitute, and appoint the said SHRI SHANTILAL MOHANLAL KAWAR, Age- about 52 years, Occupation -Business, having address at-A/312, Ahura Centre, 82 M.C.Road, Andheri (East), Mumbai 400093 to be our true and lawful Attorney, on our behalf and in our name to do all acts, deeds, matters and things relating to the said property.

- 1) To negotiate, sign, execute, alter, or amend the Joint Venture Agreement and all related documents for and on our behalf

AND GENERALLY to represent us in all matters in which we are or may be interested irrespective of whether any authority in that behalf has been specifically set out hereinabove or not but that the same shall be interpreted in its widest sense with intent to clothe our Attorney with all powers to represent us in any contingency in respect of the said property.

AND we hereby state and declare that each act, deed or thing done by our Attorney pursuant to these presents shall be as binding on us as if each act deed or thing were done by us with our own hands when personally present. And we hereby agree to ratify and to be bound by each act, deed or thing lawfully done by our said Attorney.

Anil Sayarchand Kawar *Ritesh Gautamchand Kawar*



IN WITNESS WHEREOF we hereto have set our respective hands
On the date, month & year mentioned herein above.



हवल - ८
२०१०

1) SHRI ANIL SAYARCHAND KAWAR

[Handwritten signature]

2) SHRI RITESH GAUTAMCHAND KAWAR

[Handwritten signature]



I accept the authority

[Handwritten signature]

(SHANTILAL MOHANLAL KAWAR)

BEFORE-ME

Witnesses 1)

[Handwritten signature]
MAHAVEER S. KAWAR

2)

[Handwritten signature]
GAUTAM H. DAIN

[Handwritten signature]
BALWANT M. PATIL
Advocate & Notary Govt. Of India
404-D1, Tapovan Deep C.H.S. Ltd.
Pathanwadi, Malad (E).
Mumbai - 400 097



2)
Gautam
GAUTAM . H . JAIN

BALWANTIM.
Advocate & Notary Govt. Of India
404-D1, Tapovan Deep C.H.S. Ltd.,
Pathanwadi, Malad (E),
Mumbai - 400 097

मूल्यांकन पत्र

Monday, May 10, 2010
12:32:29PM

2010 नागरी (शहरी) खुल्या जमीनीचे
पुणे
80-विभागाचे नाव : (वि.क्र.14) चिखली (पिंपरी चिंचवड महानगरपालिका)
14/9-उर्वरीत क्षेत्रातील मालमता
Pune/Pimpri/Chichwad/Bhivand/Nashik
गट नंबर-90

मूल्य दर तक्त्यानुसार जमिनीचा दर

निवासी सदन	कार्य	दुकान	औद्योग
12870.00	15400.00	17500.00	0.00

144000.00 चौ. मीटर

1. 10000.00 चौ. मीटर क्षेत्रासाठी बाजार मूल्य दरावर 70.00 % मूल्य दर = 1715.00

10000.00 चौ. मीटर क्षेत्रासाठी मूल्यांकन = 10000.00 * 1715.00 = 17150000.00

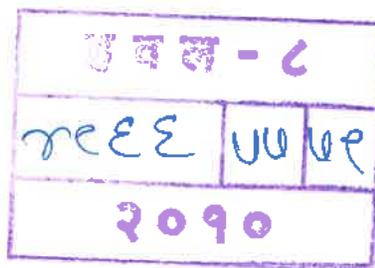
2. 134000.00 चौ. मीटर क्षेत्रासाठी बाजार मूल्य दरावर 60.00 % मूल्य दर = 1470.00

134000.00 चौ. मीटर क्षेत्रासाठी मूल्यांकन = 134000.00 * 1470.00 = 196980000.00

एकत्रित अंतिम मूल्य दर = मिळकतीचे क्षेत्र 1 + मिळकतीचे क्षेत्र 2
= 17150000.00 + 196980000.00
= 214130000.00

A 5%

1,07,06,500/-





2/05/2010

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

हवलठ

दस्त क्र 4966/2010

७१७९

6:23:45 pm

हवेली 8 (येरवडा)

दस्त क्रमांक : 4966/2010

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

नु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	भागाचित्र	अंगठ्याचा ठसा
1	<p>नाव: मे. ईश्वर कन्स्ट्रक्शन्स प्रा. लि. व मे. ट्रेड सेंटर डेव्हलपर्स अॅन्ड बिल्डर्स प्रा. लि. तर्फे मॅनेजिंग डायरेक्टर श्री. ईश्वर चंदुलाल परमार - -</p> <p>पत्ता: घर/फ्लॅट नं: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p>	<p>लिहून देणार</p> <p>वय 62</p> <p>सही</p>		
2	<p>नाव: 1. मे. विजयालक्ष्मी उर्फ विजयलक्ष्मी डेव्हलपर्स तर्फे भागीदार श्री. सज्जनराज सायरचंद कवार व श्री. नरोत्तमल सायरचंद कवार तर्फे कु.मु. म्हणून व स्वतःकरीता ब) श्री. शांतीलाल मोहनलाल कवार - -</p>	<p>लिहून देणार</p> <p>वय 53</p> <p>सही</p>		
3	<p>नाव: 2. मे. विजयलक्ष्मी डेव्हलपर्स अॅन्ड सिक्युरिटीज प्रा. लि. तर्फे डायरेक्टर अ) श्री. अनिल सायरचंद कवार तर्फे कु.मु. शांतीलाल मोहनलाल कवार - -</p> <p>पत्ता: घर/फ्लॅट नं: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p>	<p>लिहून देणार</p> <p>वय 53</p> <p>सही</p>		
4	<p>नाव: ब) श्री. कुणाल दिलीप चोरडीया - -</p> <p>पत्ता: घर/फ्लॅट नं: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: 12/13 सज्जन प्लाझा चिंचवडगांव पुणे</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: 411033</p> <p>पॅन नम्बर: -</p>	<p>लिहून देणार</p> <p>वय 30</p> <p>सही</p>		
5	<p>नाव: क) दिलीप मोतीलाल चोरडीया - -</p> <p>पत्ता: घर/फ्लॅट नं: सदर</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: -</p>	<p>लिहून देणार</p> <p>वय 50</p> <p>सही</p>		
6	<p>नाव: 3. विशाल असोसिएट्स तर्फे प्रोग्रायटर श्री. दिलीप मोतीलाल चोरडीया - -</p> <p>पत्ता: घर/फ्लॅट नं: सदर</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: -</p>	<p>लिहून देणार</p> <p>वय 50</p> <p>सही</p>		



दस्तऐवज करून देणार तथाकथित [करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख] दस्तऐवज करून दिल्याचे कबूल करतात.

दस्त गोषवारा भाग - 2

हवल8

दस्त क्रमांक (4966/2010)

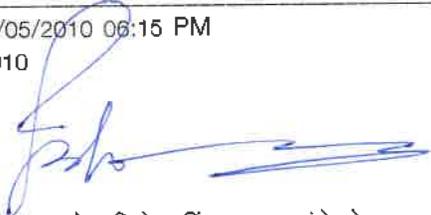
6e/6e

दस्त क्र. [हवल8-4966-2010] चा गोषवारा
बाजार मुल्य :214130000 मोबदला 110000000 मरलेले मुद्रांक शुल्क : 10706500

दस्त हजर केल्याचा दिनांक :12/05/2010 06:15 PM

निष्पादनाचा दिनांक : 11/05/2010

दस्त हजर करणा-याची सही :



दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
शिकका क्र. 1 ची वेळ : (सादरीकरण) 12/05/2010 06:15 PM
शिकका क्र. 2 ची वेळ : (फी) 12/05/2010 06:21 PM
शिकका क्र. 3 ची वेळ : (कबुली) 12/05/2010 06:24 PM
शिकका क्र. 4 ची वेळ : (ओळख) 12/05/2010 06:24 PM

दस्त नोंद केल्याचा दिनांक : 12/05/2010 06:25 PM

ओळख :

दुय्यम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना
व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) अॅड विनोद भालचंद्र कुलकर्णी, घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: विश्रान्तवाडी

शहर/गाव: पुणे

तालुका: -

पिन: -



दु. निबंधकाची सही
हवेली 8 (धरवडा)

प्रमाणित करण्यात येते की,
या दस्तामध्ये एकुण 6e पाने आहेत
पहिले नंबराचे पुस्तकाचे
४९९९ नंबरी नोंदला.

सह दुय्यम निबंधक यांनी हवेली क्र. ८, पुणे
दिनांक १३/०५/२०१०



3.1.2 Distance of Site from Electric Lines

No structure including varandah or balcony shall be allowed to be erected or re-erected or any additions or alterations made to a building on a site within the distance quoted in Table No. 3A below in accordance with the prevailing Indian Electricity Rules and its amendments from time to time between the building and any overhead electric supply line.

Table No.3A - Distance of site from Electric Lines		
Electric Lines	Vertical (Meters)	Horizontal (Meters)
Low and medium voltage Lines	2.50	1.20
High voltage lines up to and including 33000 V,	3.70	2.00
Extra High voltage lines beyond 33,000 V	3.70	2.00
	(Plus 0.3 m. for every additional 33,000 V or part thereof)	
Note- The minimum clearance specified above shall be measured from maximum sag for vertical clearance and from maximum deflection due to wind pressure for horizontal clearance.		

3.1.3 Construction within Blue and Red Flood Line

i) Where Blue and Red flood line are marked on the Development Plan / Regional Plan or received from the Irrigation Department.

- a) The Red Flood Line and Blue Flood Line shall be considered as per the plan prepared by the Irrigation Department. The area between the river bank and blue flood line (Flood line near the river bank) shall be prohibited zone for any construction except parking, open vegetable market, garden, lawns, open space, cremation and burial ground, sewage treatment plant, water / gas / drainage pipe lines, public toilet or like uses, provided the land is feasible for such utilization.

Provided that, redevelopment of the existing authorised properties, within river bank and blue flood line, may be permitted at a plinth height of 0.45 m. above red flood line level.

- b) Area between blue flood line and red flood line shall be restrictive zone for the purposes of construction. The construction within this area may be permitted at a height of 0.45 m. above the red flood line level.
- c) If the area between the river bank and blue flood line forms part of the entire plot in Development Zone, then, FSI of such part of land may be allowed to be utilised on the remaining land.
- d) The red and blue flood line, if shown on the Development/Regional Plan / Planning Proposal shall stand modified as and when it is modified by the Irrigation Department.

ii) Where Blue and Red flood line is not marked on the Development Plan / Regional Plan or not received from the Irrigation Department.

Where Blue and Red flood line is not marked on the Development Plan / Regional Plan or not received from the Irrigation Department, the tentative Blue line shall be earmarked taking into consideration maximum observed flood level records available locally and also

पुराचा संभाव्य धोका टाळण्यासाठी पूररेषेच्या आत कोणतेही बांधकाम न होण्याच्या दृष्टीने पूररेषेची आखणी करणे व निषिद्ध व नियंत्रित क्षेत्राचा उपयोग करण्याबाबत मार्गदर्शक सूचना

महाराष्ट्र शासन
जलसंपदा विभाग,

शासन परिपत्रक क्र पूरनि-२०१८/(१८२/२०१८) सि.व्य.(महसूल)

मंत्रालय, मुंबई ४०००३२.

दिनांक:-३ मे, २०१८

वांचावे :- शासन परिपत्रक क्र: एफडीडब्लू -१०८९/२४३/८९/ सि.व्य.(कामे), दि. २.०९.१९८९.
दि.२१.९.१९८९

प्रस्तावना:-

पाटबंधारे विभाग शासन परिपत्रक क्र एफडीडब्लू १०८९/२४३/८९/ सि.व्य (कामे) दि.२.९.१९८९ व दि.२१.९.१९८९ अन्वये पुराचा संभाव्य धोका टाळण्यासाठी पूररेषेच्या आत कोणतेही बांधकाम न होण्याच्या दृष्टीने पूररेषेची आखणी करण्याबाबत सूचना निर्गमित करण्यात आल्या आहेत.

नदीच्या निळ्या पूररेषेच्या आत निषिद्ध क्षेत्रात व लाल पूररेषा व निळी पूर रेषा यांच्यामधील नियंत्रित क्षेत्रात शहरांच्या, गावांच्या, तिर्थक्षेत्र विकासाच्या दृष्टीने नदीवर पूल बांधणे, पूलाचे दोन्ही बाजूने पोहोच रस्ते तयार करणे, शहराच्या विकास आराखडयानुसार नदीच्या बाजूने जाणारे रस्ते, उद्याने व जाँगींग ट्रॅक तयार करणे तसेच पूरसंरक्षक कामांतर्गत नदीच्या तीरालगत पूर संरक्षक भित बांधणे, घाट बांधणे या शिवाय गॅस पाईपलाईन क्रॉसिंग करणे, विद्युत वाहिनी क्रॉसिंग करणे, नदीच्या कडेने ड्रेनेज पाईप लाईन टाकणे, मलनिसारण प्रकल्पाचे काम करणे, इ. प्रकारच्या सार्वजनिक स्वरूपाच्या अपरिहार्य कामांसाठी संबंधित शासकीय / निमशासकीय संस्था, स्थानिक स्वराज्य संस्था कडून ना-हरकत प्रमाणपत्रांची वाढती मागणी, जलसंपदा विभागामार्फत राज्यातील विविध नदीनाल्यांवर पूर्ण झालेल्या प्रकल्पांची संख्या व बांधकामाधीन प्रकल्पांची संख्या, काळानुरूप बदलेले पर्जन्यमानाचे स्वरूप, पूरनियंत्रण व पुराचे अंदाज वर्तवण्याबाबत उपलब्ध अत्याधुनिक यंत्रणा इत्यादी गोष्टींचा एकत्रित पणे विचार करण्याची आवश्यकता निर्माण झाली आहे.

शासन परिपत्रक क्र न्यायप्र -२०१४ प्र.क्र.४२४/२०१४ सि.व्य (म), दि.२.३.२०१५, अन्वये जलसंपदा विभागामार्फत पूरक्षेत्र व पूररेषा नकाशे व आराखडयांना मान्यता देण्यात येते. तथापि पाटबंधारे विभाग शासन परिपत्रक क्र एफडीडब्लू १०८९/२४३/८९/ सि.व्य (कामे), दि.२.९.१९८९ व दि.२१.९.१९८९ अन्वये नदीच्या निळ्या पूररेषेच्या (Blue Line) आत निषिद्ध क्षेत्रात (Prohibitive Zone) आणि लाल पूररेषा(Red Line) व निळी पूर रेषा(Blue Line) यांच्यामधील नियंत्रित क्षेत्रात(Restrictive Zone) सार्वजनिक सुविधांच्या दृष्टीने आवश्यक नेमकी कोणती अपरिहार्य कामे घ्यावीत याबाबत अधिक स्पष्टता आणण्याच्या दृष्टीने सुधारणा करण्याची बाब शासनाच्या विचाराधीन होती. यादृष्टीने एकत्रित सुधारित / अद्ययावत सूचनांचा समावेश करून आता खालील प्रमाणे परिपत्रक निर्गमित करण्यात येत आहे.

शासन परिपत्रक क्रमांक पूरनि-२०१८/(१८२/२०१८) सि.व्य (महमूल)

परिपत्रक -

१. पाटबंधारे विभाग शासन परिपत्रक क्र एफडीडब्ल्यू १०८९/२४३/८९/ सिंव्य (कामे) दि.२.९.१९८९ व दि.२१.९.१९८९ अद्ययावत करण्यात येत आहे.

२. पूरक्षेत्रातील जमिनीच्या वापराबाबत धरण सुरक्षितता संहिता (Dam safety Manual) प्रकरण ८/ १९८४ मध्ये दिलेल्या मार्गदर्शक सूचनांच्या आधारे महत्वाच्या पूररेषा ह्या मुख्यत्वेकरून दोन प्रकाराच्या आहेत. निषेधक पूररेषा (Blue Line) व नियंत्रक पूररेषा (Red Line) .

३. निळी पूररेषा (Blue Line) :-

निळी पूररेषा (Blue Line) ही खालीलपैकी येणाऱ्या जास्तीत जास्त विसर्गाच्या पाणी पातळीला आखलेल्या रेषेला संबोधण्यात यावी.

अ) सरासरीने २५ वर्षातून एकदा (१ in २५ year) या वारंवारीतेने (Frequency) येणारा पूर विसर्ग किंवा

ब) प्रस्थापित नदीपात्राच्या विसर्गक्षमतेच्या दिडपट विसर्ग.

४. लाल पूररेषा (Red Line) :-

लाल पूररेषा (Red Line) ही खालीलपैकी येणाऱ्या विसर्गाच्या पाणी पातळीला आखलेल्या रेषेला संबोधण्यात यावी.

अ) ज्या भागात धरण नसेल तेथे :- सरासरीने १०० वर्षातून एकदा (१ in १०० year) या वारंवारीतेने (Frequency) येणारा पूर विसर्ग.

ब) ज्या भागात धरण असेल तेथे :- प्रकल्पाच्या संकल्पनातील सांडव्यावरून वाहणारा संकल्पित महत्तम पूर विसर्ग अधिक धरणाखालील पाणलोट क्षेत्रातून येणारा अपेक्षित १०० वर्षातून येणारा (१ in १०० year) या वारंवारीतेने (Frequency) येणारा पूर विसर्ग.

५. निषिद्ध क्षेत्र (Prohibitive Zone) :-

नदीच्या उजव्या तीरावरील निळी पूर रेषा (Blue Line) ते नदीपात्र ते डाव्या तीरावरील निळी (Blue Line) या मधील क्षेत्राला निषिद्ध क्षेत्र (Prohibitive Zone) म्हणून संबोधण्यात यावे.

६. नियंत्रित क्षेत्र (Restrictive Zone) :-

नदीची निळी पूररेषा (Blue Line) ते त्याच तीरावरील लाल पूररेषा (Red Line) यामधील क्षेत्राला नियंत्रित क्षेत्र (Restrictive Zone) संबोधण्यात यावे.

७. निषिद्ध क्षेत्राचा (Prohibitive Zone) उपयोग फक्त मोकळ्या जमिनीच्या स्वरूपात उदा. उदयाने, खेळाची मैदाने किंवा हलकी पिके घेणे , ज्याठिकाणी पिके घेण्याचा हक्क पारंपारिक वापरामुळे प्रस्थापित झाला आहे अशा ठिकाणी (उदा. नदीपात्राजवळ करण्यात येणारी कलींगड / टरबूज / खरबूज इ.ची लागवड सार्वजनिक शौचकूप व मल:निस्सारण सुविधा) अशा सारख्या कारणांसाठीच केला जावा की जेणे करून नदी प्रवाहात कोणताही अडथळा येणार नाही , नदीची वहनक्षमता कमी होणार नाही व नदीच्या काटछेदात कोणताही बदल होणार नाही .

८. नियंत्रक क्षेत्राचा (Restrictive Zone) उपयोग खालील कारणांसाठीच केला जावा .

i) सार्वजनिक हिताच्या दृष्टीने आवश्यक व अपरिहार्य मलःस्सारण योजना .

ii) सार्वजनिक हिताच्या दृष्टीने आवश्यक व अपरिहार्य सार्वजनिक रस्ते की जेणेकरून सदर रस्त्याची माथा पातळी निळ्या पूररेषा पातळीच्या वर असेल. सदर पातळी किती वर असावी याची निश्चिती संबंधित Indian Road Congress Code मधील तरतुदीनुसार करावी.

iii) सार्वजनिक हिताच्या दृष्टीने आवश्यक व अपरिहार्य पाणीपुरवठा पाईपलाईन, गॅस पाईप लाईन, ड्रेनेज पाईपलाईन की जेणेकरून सदर पाईप लाईन भूमिगत असावी व त्यामुळे नियंत्रित क्षेत्रातील नदीच्या काटछेदात कोणताही अडथळा येऊन त्यात बदल होणार नाही.

iv) नियंत्रित क्षेत्रातील बांधकामांच्या तळमजल्याच्या जोत्याची पातळी लाल पूररेषा पातळीच्या वर सुरक्षित उंचीपर्यंत असावी की ज्यामुळे पूरपातळी नियंत्रक क्षेत्रात जास्त वाढण्यापूर्वी तेथील नागरिकांना सुरक्षितस्थळी सहजपणे जाता येईल. तसेच या क्षेत्रामध्ये येणारा संभाव्य पूर व तसेच पुरामुळे होणारी जिवित हानी व मालमत्तेचे नुकसान टाळण्यासाठी ह्या क्षेत्रातील लोकांना, जनावरांना व वस्तुंना अल्पावधीची पूरसूचना मिळताच हे क्षेत्र तातडीने सोडून सुरक्षित स्थळी जाणे शक्य होईल.

९. उपरोक्त मुद्दा क्र. ८ मध्ये नमूद उपयोगांमुळे नदी प्रवाहात कोणताही अडथळा येणार नाही, नदीची वहनक्षमता कमी होणार नाही व नदीच्या काटछेद क्षेत्रात कोणताही बदल होणार नाही, याची दक्षता घेण्यात यावी. प्रवाहाला अडथळा आणणारे बांधकामाविरुद्ध मुख्य अभियंता कारवाई करण्यास सक्षम असतील. निषिद्ध (Prohibitive Zone) व नियंत्रित क्षेत्रात (Restrictive Zone) करावयाच्या सदर सार्वजनिक कामांच्या सुरक्षिततेची संपूर्ण जबाबदारी संबंधित विभागाची / स्थानिक स्वराज्य संस्थेची असेल व संभाव्य पुरामुळे होणाऱ्या जिवित व वित्त हानीस संबंधित विभाग/ स्थानिक स्वराज्य संस्था जबाबदार राहिल व त्याअनुषंगाने उद्भवणाऱ्या न्यायालयीन प्रकरणास संबंधित विभाग / स्थानिक स्वराज्य संस्था जबाबदार असेल.

१०. वरील बाबींचा विचार करून पुराचा संभाव्य धोका टाळण्यासाठी व निषिद्ध व नियंत्रित क्षेत्राची निश्चिती करण्याच्या दृष्टीने आवश्यक पूररेषा आखून देण्याबाबत जलसंपदा विभागाकडे जिल्हाधिकारी, स्थानिक स्वराज्य संस्था अथवा अन्य विभागाकडून मागणी प्राप्त झाल्यास जलसंपदा विभागाच्या संबंधित क्षेत्रिय मुख्य अभियंता यांनी शासन परिपत्रक क्र न्यायप्र -२०१४ प्र.क्र.४२४/२०१४ सिंव्य (म), दि.२.३.२०१५ अन्वये कार्यवाही करावी.

११. जलसंपदा विभागाचे कार्यक्षेत्र नदी किनारी पूररेषेची आखणी करण्याइतपतच मर्यादित असल्याने निषिद्ध क्षेत्रातील व नियंत्रित क्षेत्रातील उपरोक्त परिच्छेदात नमूद केलेली सार्वजनिक हिताच्या दृष्टीने अपरिहार्य व आवश्यक कामांना जलसंपदा विभागाच्या ना-हरकत प्रमाणपत्राची आवश्यकता राहणार नाही.

शासन परिपत्रक क्रमांक पूरनि-२०१८/(१८२/२०१८) सि.व्य (महसूल)

तथापि, पर्यावरण विभाग/ इतर विभाग/ स्थानिक संस्था/ इतर शासकीय विभाग यांची वैधानिक मान्यता आवश्यक असेल तर ती स्वतंत्रपणे घेण्यात यावी.

१२. सदर शासन परिपत्रक विधी व न्याय विभागाचा अनौपचारिक संदर्भ क्र. ३८८-२०१८/E दि.१३.४.२०१८ व नगरविकास विभागाच्या अनौपचारिक संदर्भ क्र. टिपीएस -१०१८/अनीस.५/२०१८/नवि -९ दि.१९.४.२०१८ नुसार निर्गमित करण्यात येत आहे.

१३. सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेतांक २०१८०५०३१८०१५९५७२७ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांचे आदेशानुसार व नावाने,

C. A. Birajdar

Digitally signed by C. A. Birajdar
DN: c=IN, o=Government Of Maharashtra, ou=Water
Resources Department, postalCode=400012,
st=Maharashtra
E=S.A. Birajdar@102606811099@130-079000710840888430239027
Z=12509407000177056, cn=C. A. Birajdar
Date: 2018.05.03 18:06:12 +05:30

(च.आ.बिराजदार)

सचिव (लाक्षेवि)

प्रत :- मा. राज्यपाल यांचे सचिव,

१. मा.मुख्यमंत्री यांचे कार्यालय,
२. मा.अध्यक्ष / उपाध्यक्ष, विधानसभा, विधानभवन, मुंबई,
३. मा.सभापती / उपसभापती, विधानपरिषद, विधानभवन, मुंबई
४. मा.विरोधी पक्षनेते, विधानसभा, मुंबई, यांचे कार्यालय, विधानभवन, मुंबई,
५. मा.विरोधी पक्षनेते, विधानपरिषद, मुंबई, यांचे कार्यालय, विधानभवन, मुंबई,
६. मा. मंत्री, जलसंपदा यांचे खाजगी सचिव, मंत्रालय, मुंबई,
७. मा. राज्यमंत्री (जलसंपदा) यांचे खाजगी सचिव, मंत्रालय, मुंबई,
८. महालेखापाल १ / २ (लेखा व अनुज्ञेयता) महाराष्ट्र राज्य, मुंबई/नागपूर
९. महालेखापाल १ / २ (लेखा परीक्षा) महाराष्ट्र राज्य, मुंबई/नागपूर,
१०. अ.मु.स (गृह) यांचे स्वीय सहायक, गृह विभाग, मंत्रालय, मुंबई,
११. अ.मु.स (महसूल) यांचे स्वीय सहायक, महसूल व वन विभाग, मंत्रालय, मुंबई
१२. अ.मु.स. (पर्यावरण) यांचे स्वीय सहायक, पर्यावरण विभाग, मंत्रालय, मुंबई,
१३. प्रधान सचिव (जलसंपदा) यांचे स्वीय सहायक, जलसंपदा विभाग, मंत्रालय, मुंबई,
१४. प्रधान सचिव (नगरविकास) यांचे स्वीय सहायक, नगरविकास विभाग, मंत्रालय, मुंबई,
१५. सचिव (जसंव्य व लाक्षेवि) यांचे स्वीय सहायक, जलसंपदा विभाग, मंत्रालय, मुंबई,
१६. सचिव (प्रकल्प समन्वय) यांचे स्वीय सहायक, जलसंपदा विभाग, मंत्रालय, मुंबई,
१७. सर्व मंत्रालयीन विभाग, मंत्रालय, मुंबई,
१८. माहिती व जनसंपर्क महासंचालनालय, मंत्रालय, मुंबई,
१९. सर्व महासंचालक, जलसंपदा विभाग,

- English Translation -

Directives to demarcate flood lines and use of Prohibitive and Restrictive Zones to not to allow any construction inside flood line to avoid possible risk of floods.

**STATE GOV. OF MAHARASHTRA
WATER RESOURCES DEPARTMENT,**

Government Circular No. PuRaNi-2018/(182/2018) Sin. Vya.

(Revenue)

Mantralaya, Mumbai-32

Date: 3rd May 2018.

Read: Government Circular No.: FDW-1089/243/89/Sin Vya (Works)

Dt. 2/9/1989, Dt. 21/9/1989

FOREWORD:-

To avoid possible threat of flooding, with a view to demarcate flood lines to prohibit any type of construction inside flood lines, instructions have been given vide Irrigation Department Gov. Circular No. FDW-1089/243/89/Sin Vya (Works) Dt. 2/9/1989 and Dt. 21/9/1989.

There is increasing demand for No Objection Certificates from Gov./Semi Gov. organisations, local Gov. bodies for development of cities, towns and pilgrimage places to construct bridges, approach roads for bridges, roads on river banks as per the Development Plans, gardens and jogging tracks, flood protection wall on river edge, construction of Ghats, crossing of gas pipe lines and electrical cables, laying of drainage pipe lines on river edges, construction of sewage treatment plants etc. unavoidable works of public use on Prohibitive Zone inside Blue flood lines and on Restrictive Zone between Blue and Red Flood Lines. In light of this and also in view of various projects completed and under construction by Water Resources Dept. on streams and rivers, changes in rain pattern with time, flood control and modern flood prediction systems etc. need to be reviewed again.

T.C.T.
Samwise

As per Gov. circular No. Nyaypra-2014 Pra. Kra. 424/2014SinVya (M), Dt. 2.3.2015, approval to flood zones and flood maps is given by Water Resources Dept. But it was under consideration of the government to improve and to get more clarification with respect to which public utility works should be allowed Prohibitive Zone inside Blue Flood line and on Restrictive Zone between Red and Blue Flood line as per Gov. circular No. FDW-1089/243/89/Sin Vya (Works) Dt. 2/9/1989 and Dt. 21/9/1989. Accordingly following circular is published with collectively improved/latest instructions

CIRCULAR-

1. Gov. Irrigation Department circular No. FDW-1089/243/89/Sin Vya (Works) Dt. 2/9/1989 and Dt. 21/9/1989 is being modified.
2. With respect to the land use in flood prone zones, as per the guidelines given in the Dam Safety Manual Chapter 8/1984 important flood lines will be primarily of two types. Prohibitive Flood Line (Blue Line) and Restrictive Flood Line (Red Line).
3. Blue Flood Line:
Blue Flood Line will be the line marked at the water level of the highest discharge of:
 - a) Flood discharge at the average frequency of 25 years.
 - b) One and half times the discharge of the established riverbed.
4. Red Flood Line:
Red Flood Line will be the line marked at the water level of the water discharge as under:
 - a) Where there is no dam, flood discharge at the average frequency of 100 years.
 - b) Where there is a dam, maximum flood discharge over the spill way added with flood discharge from the free catchment area at the average frequency of 100 years.
5. Prohibitive Zone:

The area between the Blue Flood line on the right bank of the river to riverbed to the Blue Flood line on the left bank of the river shall be called as Prohibitive Zone.

6. Restrictive Zone:

The area between the Blue Flood Line of the river and the Red Flood Line on the same bank shall be called as Restrictive Zone.

7. Prohibitive Zone can be used only in the form of open land e.g. gardens, play grounds, light crops; where there is established easement right to take crops (e.g. water melons, musk melons etc. public toilets and sewage discharge facilities), so that there will not be any obstruction to the flow of the river, there will not be reduction in the carrying capacity of the river and there will not be any change in the cross section of the river.

8. Restrictive Zone should be used only for the following:

- i) Sewage carrying projects unavoidable in public interest.
- ii) Public roads unavoidable in public interest; provided the top level of such road shall be above the level of Blue Flood line.
- iii) Water supply pipe lines, gas pipe lines, drainage pipe lines unavoidable in public interest provided such pipe lines shall be under ground and will not cause obstruction in the cross section of the Restrictive Zone.
- iv) The plinth level of the ground floor of the buildings in Restrictive Zone shall be safely above the level of Red Flood line so that the people could be evacuated to safe location before the flood level rises in the Restrictive Zone and it will be possible for the people and cattle to shift urgently to safe location with their belongings to avoid the loss of life and property due to floods.

9. Care shall be taken that there shall be no impediment to the flow of river, carrying capacity of the river shall not be reduced and there shall be no change in the cross section of the river due to the land used mentioned in para No. 8 above. Chief Engineer shall be

empowered to take action against the construction that causes obstruction to the flow of river. Concerned dept./Local Governing Body shall be responsible for the safety of the works done in the Prohibitive and Restrictive Zones. Concerned dept./Local Governing Body shall be responsible for the loss of life and property and possible litigations due to it because of the possible floods.

10. Considering all above mentioned points, to avoid possible flood risk, the regional Chief Engineer shall take necessary action as per Gov. circular No. Nyaypra-2014 Pra. Kra. 424/2014SinVya (M), Dt. 2.3.2015, to demarcate flood lines to identify Prohibitive Zone and Restrictive Zone as per the demand to Water Resources Dept. by Dist. Collector, Local Governing Body or other dept.
11. As the scope of work of Water Resources Dept. is limited only to demarcation of flood lines on river banks, works in Prohibitive Zone and Restrictive Zone as mentioned above shall not need No objection Certificates from Water Resources Dept. But if approval from Environmental Dept./other depts./Local bodies/other Gov. depts. is required, it shall be taken independently.
12. This Gov. circular is being issued as per Legal and Justice Dept. informal reference No. 388-2018/E Dt. 13.4.2018 and Town Planning dept. informal reference No. TPS-1018/Anaus.5/2018/Navi-9 Dt. 19.4.2018.
13. Said Gov. Resolution is made available on the Maharashtra government's website www.maharashtra.gov.in and its code No. is 201805031801595727. This order is digitally signed.

In the name and as per the orders of the Governor of Maharashtra.

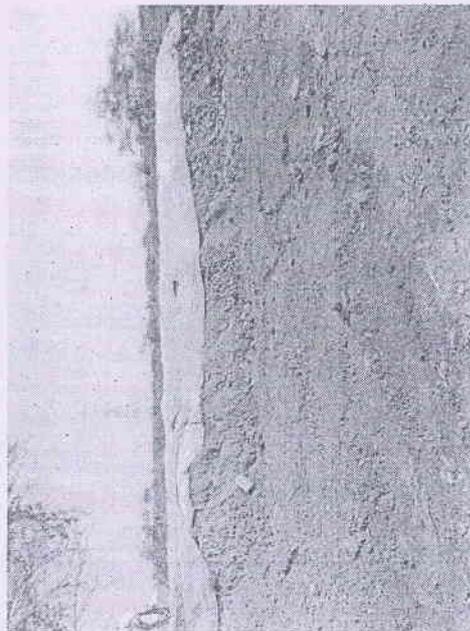
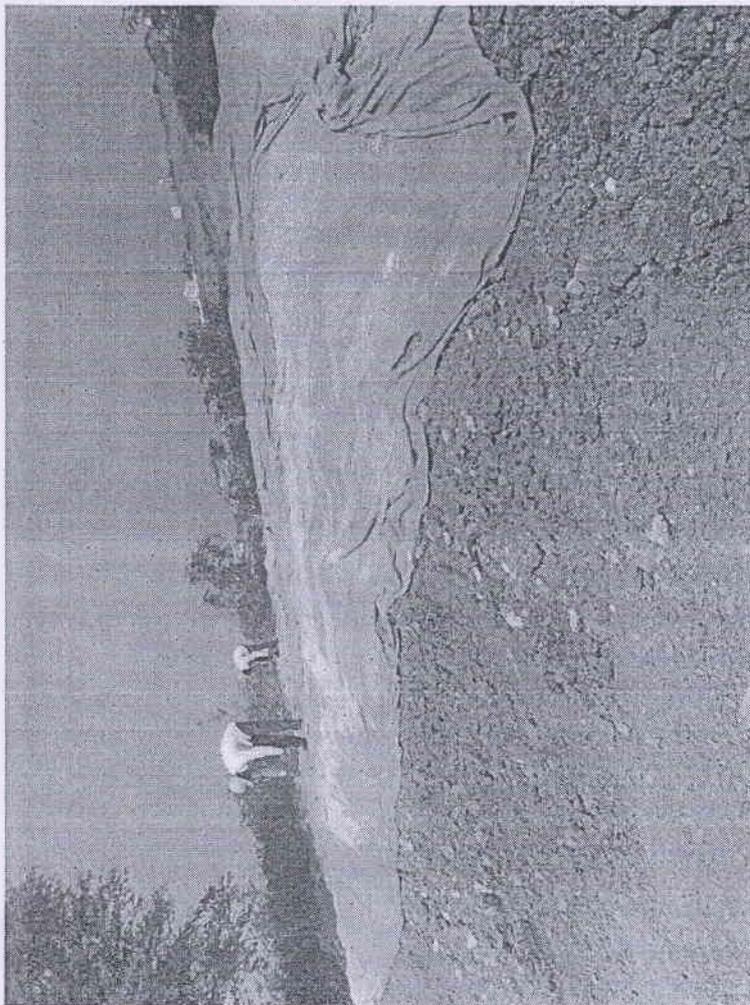
C. A. Birajdar,
Secretary

T-T-
Bomkhise

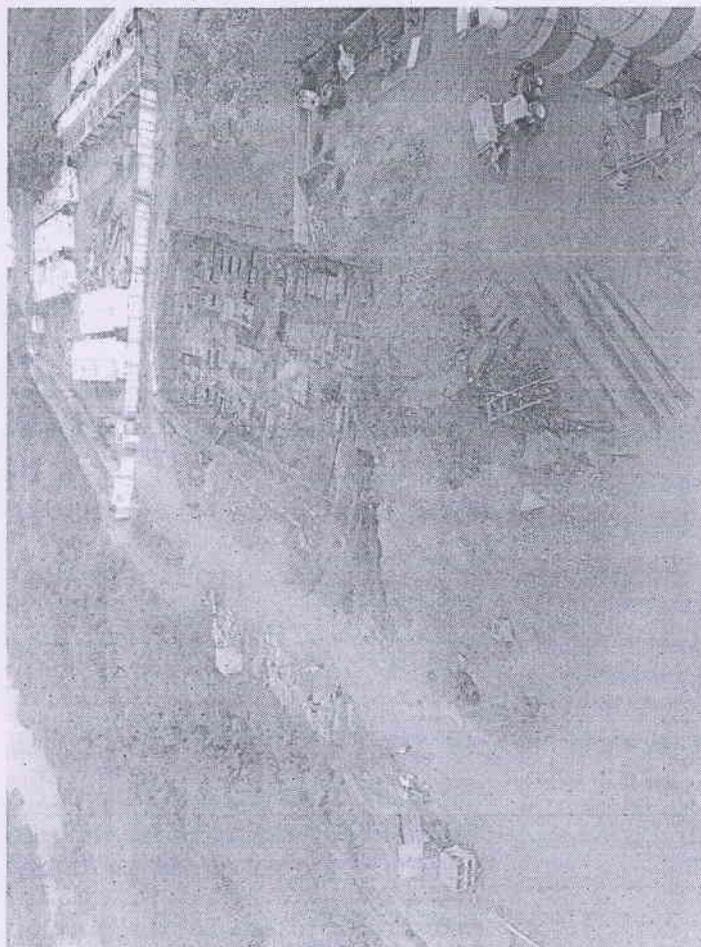
EXCAVATED MATERIAL STORAGE

**AT RIVER RESIDENCY, CHIKHALI,
MOSHI**

TOP SOIL PRESERVATION

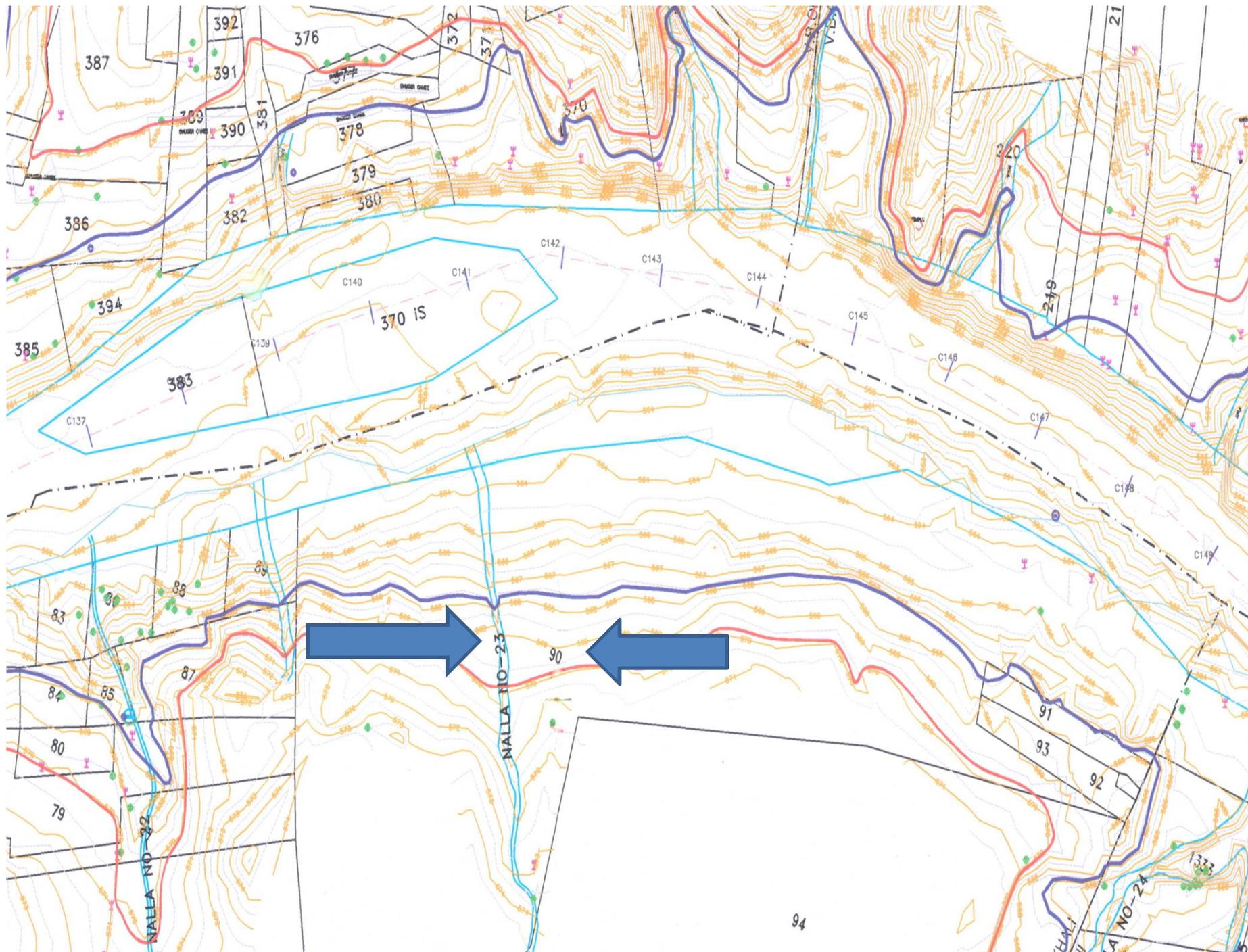


EXCAVATED MURRUM STACKING



Construction Waste & Management Plan

Sr. no.	Item	Unit	Waste quantity	Management Plan
1	Excavation top soil	m ³	5,712.7	Nature park and Plantation
2	Excavated lower soil	m ³	93,264.3	Used in backfilling, road construction
3	Reinforcement	kg	16,6000	Sold out to authorized Vendor
4	CLC Blocks	nos.	926	Used in water proffing
5	Cement	kg	2,03,000	Used in backfilling, road construction
6	Red Bricks	nos.	80,307	Used for water proofing at site
7	Stone aggregate	m ³	2,394.18	Used in backfilling, road construction
8	Empty cement bags	nos.	56,3265	Sold out to authorized Vendor
9	Broken tiles	ft ²	15,363	Used in backfilling, road construction



Government of Maharashtra

File No.: SEAC-2011/CR/2
 Environment department,
 Room No. 217, 2nd floor,
 Mantralaya Annexe,
 Mumbai 400 032
 Date: 7th October, 2011

To,
 M/s. River Residency,
 Parmar Trade Centre, 12 Cannought Road,
 Sadhu Vaswani Chowk, Pune - 411 001
 Telephone No. : 020 - 26125444/33

Subject: - Proposed Residential Development "River Residency" at Gat No 90, Near Mercedes Benz factory, Village Chikhali, Taluka- Haveli, Dist.-Pune by M/s. River Residency. - Environmental clearance regarding.

Sir,

This has reference to your communication on the above mentioned subject. The proposal was considered as per the EIA Notification - 2006, by the State Level Expert Appraisal Committee, Maharashtra in its 36th & 43rd meeting and decided to recommend the project for prior environmental clearance to SEIAA. Information submitted by you has been considered by State Level Environment Impact Assessment Authority in its 39th Meeting held on 14th /15th September, 2011.

2. It is noted that the proposal is for grant of Environmental Clearance for proposed Residential Development "River Residency" at Gat No 90, Near Mercedes Benz factory, Village Chikhali, Taluka- Haveli, Dist.-Pune by M/s. River Residency SEAC considered the project under screening category 8 (a) as per EIA Notification 2006.

Brief Information of the project is summarized as below-

Name of the Project	: Proposed Residential Development "River Residency"
Project Proponent	: M/s. River Residency
Location of the project	: Gat No 90, Near Mercedes Benz factory, Village Chikhali, Taluka- Haveli, Dist.-Pune, State - Maharashtra
Type of Project	: Construction project
Plot Area	: Total Plot Area: 231000.00 Sq.mt. Net Plot Area : 101891.43 Sq.mt.
Proposed Total built up area	: FSI Built up Area: 145241.63 Sq.mt. Non FSI Area: 93808.29 Sq.mt. Total Construction Built up area: 239049.92 Sq.mt.
Estimated cost of the project	: Total Cost: Rs. 350 Crores Construction Cost: Rs. 240 Crores Land Cost: Rs. 110 Crores
No. of Buildings	: Residential Development with convenient shopping 32 buildings with Total 2259 Nos. of flats & 39 nos. of shops. • Phase 1: 13 nos. (Stilt + 12): Total construction area: 1,08,437.66

[Handwritten Signature]

	sq.m.
	• Phase II: 3 nos. (G + 11) and one commercial (Ground floor): Total construction area: 18,758.83 sq. m.
	• Phase III: 1 nos. (G + 11) and one commercial (Ground floor), Total construction area: 6,236.26 sq. m.
	• Phase IV: 15 nos. (Still + 12), Total construction area: 1,05,617.17 sq. m.

Total water Requirement: 1599 m³/day:

Fresh water: 1023 m³/day (Source: P.C.M.C.)

Recycled water: 576 m³/day (From STP treated sewage)

Wastewater generated: 1378 m³.

Capacity of STP: 2 STP's of following capacity:

- For Phase I, II & III : 820 m³;
- For Phase IV : 575 m³
- STP Technology : SAFF Technology

Rain water Harvesting:

- Water body admeasuring 3500 sq.m. in the plan is available to store storm water. The capacity of water body is around 30ML which is equivalent to 45 days storage for first two phases.
- 20 nos. of recharge pits will be provided.

Storm water drainage

- Natural water drainage pattern: Slightly contoured land sloping from South to North.
- Quantity of storm water: 2.31 m³/ Sec.
- Size of SWD: 200 TO 600 mm.

Solid Waste Generation:

- Non Biodegradable Waste: 1582 kg/day
- Biodegradable Waste: 3582 kg/day
- Sewage sludge: 207 kg/day

Disposal:

- Construction debris shall be used for back filling and leveling of the plot and remaining will be disposed to authorized sites.
- Top soil shall be preserved and reused within the site for landscaping.
- Segregation of dry & wet garbage will be done at source.
- Dry garbage will be disposed off through recyclers.
- Wet garbage will be composted OWC and treated waste will be used as manure.
- Dry sludge can be used as manure.
- Waste oil which is generated due to usage of DG sets shall be stored and subsequently given to the authorized hazardous waste management agencies recognized by MPCB.

Energy:

- Power Requirement: Demanded load : 12000 kVA
- 5 nos. of DG sets of capacity 250 kVA each.

Energy Conservation:

- Use of CFL in the Common Passages and for general lighting with automatic time controller.
- Use of Transformers and Motors of high efficiency.



- Use of Electronic Ballasts.
- Use of Solar Power for water heating.
- Use of fly ash bricks & pavement blocks
- Green boundary wall instead of stone walls.

Traffic Management:

- Parking area: 28173
- 1146 nos. Four-wheelers and 4616 nos. two-wheelers

Green Belt Development:

- Ground coverage area: 15,985.24 sq.m.
- Green cover area : 10,543.80 sq. m.
- Total 1300 Nos. of trees to be planted.

Environment Management Plan:

- Construction phase: Capital cost: 18.5 Lacs
- Operation Phase: Total capital cost for EMP shall Rs. 736.20 Lakhs and O & M for EMP shall be Rs. 92.00 Lakhs per annum.
- Project proponent shall operate and maintain EMP for 3 years after giving possession and shall also generate corpus fund during 3 years for O & M of Rs. 276 lacs (i.e. 92 lacs x 3 years).

3. The proposal has been considered by SEIAA in its 39th meeting & decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions :-

- (i) This environmental clearance is issued subject to land use verification. Local authority / planning authority should ensure this with request to Rules, Regulations, Notifications, Government Resolutions, Circulars, etc. issued if any. This environmental clearance issued with respect to the environmental consideration and it does not mean that State Level Impact Assessment Authority (SEIAA) approved the proposed land use.
- (ii) Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement in Para 2. Prior certification from appropriate authority shall be obtained.
- (iii) The height, Construction built up area of proposed construction shall be in accordance with the existing FSI/FAR norms of the urban local body & it should ensure the same along with survey number before approving layout plan & before according commencement certificate to proposed work. ULB should also ensure the zoning permissibility for the proposed project as per the approved development plan of the area.
- (iv) "Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.
- (v) All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- (vi) Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche and First Aid Room etc.



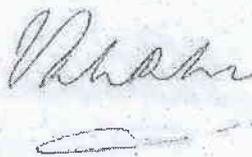
- (vii) Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
- (viii) The solid waste generated should be properly collected and segregated. dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material
- (ix) Wet garbage should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for gardening. And, no wet garbage will be disposed outside the premises. Local authority should ensure this.
- (x) Arrangement shall be made that waste water and storm water do not get mixed.
- (xi) All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- (xii) Additional soil for leveling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.
- (xiii) Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agriculture Dept.
- (xiv) Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- (xv) Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
- (xvi) Construction spoils, including bituminous material and other hazardous materials must not be allowed to contaminate watercourses and the dumpsites for such material must be secured so that they should not leach into the ground water.
- (xvii) Any hazardous waste generated during construction phase should be disposed off as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
- (xviii) The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environments (Protection) Rules prescribed for air and noise emission standards.
- (xix) The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from concern authority shall be taken.
- (xx) Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
- (xxi) Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/MPCB.
- (xxii) Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and amended as on 27th August, 2003. (The above condition is applicable only if the project site is located within the 100Km of Thermal Power Stations).
- (xxiii) Ready mixed concrete must be used in building construction.
- (xxiv) The approval of competent authority shall be obtained for structural safety of the buildings due to any possible earthquake, adequacy of fire fighting equipments etc. as per National Building Code including measures from lighting.

P. B. B. B.

- (xxv) Storm water control and its re-use as per CGWB and BIS standards for various applications.
- (xxvi) Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
- (xxvii) The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
- (xxviii) The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the Ministry before the project is commissioned for operation. Treated effluent emanating from STP shall be recycled/refused to the maximum extent possible. Treatment of 100% gray water by decentralized treatment should be done. Discharge of unused treated affluent shall conform to the norms and standards of the Maharashtra Pollution Control Board. Necessary measures should be made to mitigate the odour problem from STP.
- (xxix) Local body should ensure that no occupation certification is issued prior to operation of STP/MSW site etc. with due permission of MPCB.
- (xxx) Permission to draw ground water shall be obtained from the competent Authority prior to construction/operation of the project.
- (xxxi) Separation of gray and black water should be done by the use of dual plumbing line for separation of gray and black water.
- (xxxii) 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.
- (xxxiii) Use of glass may be reduced up to 40% to reduce the electricity consumption and load on air conditioning. If necessary, use high quality double glass with special reflective coating in windows.
- (xxxiv) Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material to fulfill requirement
- (xxxv) Energy conservation measures like installation of CFLs /TFLs for the lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use CFLs and TFLs should be properly collected and disposed off/sent for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination. Use of solar panels may be done to the extent possible like installing solar street lights, common solar water heaters system. Project proponent should install, after checking feasibility, solar plus hybrid non conventional energy source as source of energy.
- (xxxvi) Diesel power generating sets proposed as source of back up power for elevators and common area illumination during operation phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low sulphur diesel. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board.
- (xxxvii) Noise should be controlled to ensure that it does not exceed the prescribed standards. 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.
- (xxxviii) Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
- (xxxix) 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 material to fulfill requirement



- (xi) The building should have adequate distance between them to allow movement of fresh air and passage of natural light, air and ventilation.
- (xii) 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.
- (xiii) 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 has been started without obtaining environmental clearance.
- (xiii) Six monthly monitoring reports should be submitted to the Department and MPCB.
- (xiv) A complete set of all the documents submitted to Department should be forwarded to the MPCB.
- (xv) In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Department.
- (xvi) A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
- (xvii) Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise breaks-up. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure should reported to the MPCB & this department.
- (xlviii) The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at <http://envis.maharashtra.gov.in>.
- (xlix) Project management should submit half yearly compliance reports in respect of the stipulated prior environment clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1st June & 1st December of each calendar year.
- (i) A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- (ii) The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO₂, NO_x (ambient levels as well as stack emissions) or critical sector parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
- (iii) The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
- (liii) The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.



4. The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.
5. In case of submission of false document and non compliance of stipulated conditions, Authority/ Environment Department will revoke or suspend the Environmental Clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.
6. The Environment department reserves the right to add any stringent condition or to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the department or for that matter, for any other administrative reason.
7. **Validity of Environment Clearance:** The environmental clearance accorded shall be valid for a period of 5 years.
8. In case of any deviation or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.
9. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.
10. Any appeal against this environmental clearance shall lie with the National Green Tribunal , Van Vigyan Bhawan, Sec- 5, R.K. Puram, New Delhi - 110 022, if preferred, within 60 days as prescribed under Section 35 of the National Green Tribunal Act, 2010.


 (Valsa R. Nair Singh)
 Secretary, Environment
 department & MS, SEIAA

Copy to:

1. Shri. P.M.A Hakeem, IAS (Retd.), Chairman, SEIAA, 'Jugnu' Kottaram Road, Calicut- 673 006 Kerala.
2. Shri. Dr. S. Devotta, Chairman, SEAC, T2/302 Sky City, Vanagaram -Ambattur Road, Chennai - 600 095
3. Additional Secretary, MOEF, 'Paryavaran Bhawan' CGO Complex, Lodhi Road, New Delhi - 110510

4. Member Secretary, Maharashtra Pollution Control Board, with request to display a copy of the clearance.
5. 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).
6. Regional Office, MPCB, Pune.
7. Collector, Pune.
8. IA- Division, Monitoring Cell, MoEF, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi-110003.
9. Director (TC-1), Dy. Secretary (TC-2), Scientist-1, Environment Department.
10. Select file (TC-3).



STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY

Environment department,
Room No. 217, 2nd floor,
Mantralaya, Annexe,
Mumbai- 400 032.
Date: January 3, 2019

To,
Mr. Ishwar C. Parmar
at Gat No. 90 & 75 Part

Subject: Environment Clearance for Expansion / Amendment Construction Project

Sir,

This has reference to your communication on the above mentioned subject. The proposal was considered as per the EIA Notification - 2006, by the State Level Expert Appraisal Committee-III, Maharashtra in its 68th meeting and recommend the project for prior environmental clearance to SEIAA. Information submitted by you has been considered by State Level Environment Impact Assessment Authority in its 146th meetings.

2. It is noted that the proposal is considered by SEAC-III under screening category 8b (B1) as per EIA Notification 2006.

Brief Information of the project submitted by you is as below :-

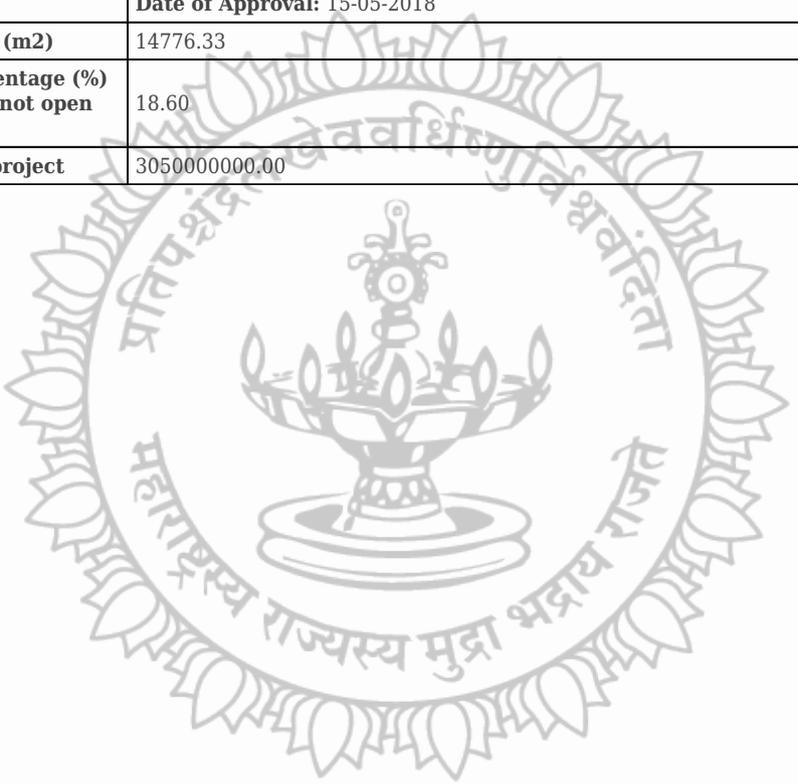
1.Name of Project	"River Residency" by M/s River Residency Developers
2.Type of institution	Private
3.Name of Project Proponent	Mr. Ishwar C. Parmar
4.Name of Consultant	Ultra-Tech (Environment Consultancy & Laboratory)
5.Type of project	Housing
6.New project/expansion in existing project/modernization/diversification in existing project	EC obtained vide letter No. SEAC-2011/CR.620/TC.2 dated 07th October 2011
7.If expansion/diversification, whether environmental clearance has been obtained for existing project	EC obtained vide letter No. SEAC-2011/CR.620/TC.2 dated 07th October 2011
8.Location of the project	Gat No. 90 & 75 Part
9.Taluka	Haveli
10.Village	Chikhali
Correspondence Name:	M/s River Residency Developers,
Room Number:	Ishwar Parmar Group
Floor:	Ground Floor
Building Name:	Parmar Trade Centre 'C' Wing
Road/Street Name:	Sadhu Waswani Chowk
Locality:	Near Pune Station
City:	Pune
11.Area of the project	Pimpri Chinchwad Municipal Corporation
12.IOD/IOA/Concession/Plan Approval Number	Approval Recieved IOD/IOA/Concession/Plan Approval Number: BP/ENV/1/2018 DATED 15.05.2018 Approved Built-up Area: 134802.99
13.Note on the initiated work (If applicable)	EC obtained vide letter No. SEAC-2011/CR.620/TC.2 dated 07th October 2011 for Construction area 2,39,049.92m ² ; Out of above 1,89,291.66 m ² is already completed.

SEIAA Meeting No: 146 Meeting Date: December 5, 2018 (SEIAA-STATEMENT-000000635)
SEIAA-MINUTES-0000000769
SEIAA-EC-0000000574

Page 1 of 14


Shri. Anil Diggikar (Member Secretary SEIAA)

14.LOI / NOC / IOD from MHADA/ Other approvals (If applicable)	NA
15.Total Plot Area (sq. m.)	232584.00
16.Deductions	153174.40 (including Resrvation Area 8733.89 , Green Belt including nature Park to be handed over 42934.69 and STP reservation 42747.07)
17.Net Plot area	79409.60
18 (a).Proposed Built-up Area (FSI & Non-FSI)	FSI area (sq. m.): 134802.99
	Non FSI area (sq. m.): 109448.75
	Total BUA area (sq. m.): 244251.74
18 (b).Approved Built up area as per DCR	Approved FSI area (sq. m.): 134802.99
	Approved Non FSI area (sq. m.): 109448.75
	Date of Approval: 15-05-2018
19.Total ground coverage (m2)	14776.33
20.Ground-coverage Percentage (%) (Note: Percentage of plot not open to sky)	18.60
21.Estimated cost of the project	3050000000.00



Government of Maharashtra

22.Production Details				
Serial Number	Product	Existing (MT/M)	Proposed (MT/M)	Total (MT/M)
1	Not applicable	Not applicable	Not applicable	Not applicable
23.Total Water Requirement				
Dry season:	Source of water	From PCMC, Water Tankers		
	Fresh water (CMD):	1093		
	Recycled water - Flushing (CMD):	539		
	Recycled water - Gardening (CMD):	55		
	Swimming pool make up (Cum):	7		
	Total Water Requirement (CMD) :	1694		
	Fire fighting - Underground water tank(CMD):	1400		
	Fire fighting - Overhead water tank(CMD):	560		
	Excess treated water	728		
Wet season:	Source of water	From PCMC, Water Tankers		
	Fresh water (CMD):	1093		
	Recycled water - Flushing (CMD):	539		
	Recycled water - Gardening (CMD):	00		
	Swimming pool make up (Cum):	7		
	Total Water Requirement (CMD) :	1639		
	Fire fighting - Underground water tank(CMD):	1400		
	Fire fighting - Overhead water tank(CMD):	560		
	Excess treated water	783		
Details of Swimming pool (If any)	Phase 1 - 2,05,000 lits Phase 3 - 43,200 lits			

24.Details of Total water consumed

Particulars	Consumption (CMD)			Loss (CMD)			Effluent (CMD)		
	Existing	Proposed	Total	Existing	Proposed	Total	Existing	Proposed	Total
Fresh water requirement	829	264	1093	82.9	26.40	109.3	746.1	237.60	983.7
Domestic	407	132	539	40.7	13.20	53.90	366.30	118.80	485.10
Gardening	55	00	55	55	00	55	00	00	00

25.Rain Water Harvesting (RWH)	Level of the Ground water table:	Wet Season 30m; Dry Season 60m
	Size and no of RWH tank(s) and Quantity:	One quarry having capacity 30,000m ³
	Location of the RWH tank(s):	NA
	Quantity of recharge pits:	Existing: 7 pits (Phase III) Proposed:13 pits (Phase IV)
	Size of recharge pits :	Borehole dia 150mm having depth 100ft Size of the chamber - 900mm x 1200mm x 1000mm
	Budgetary allocation (Capital cost) :	Rs. 25 Lakhs
	Budgetary allocation (O & M cost) :	Rs. 1.5 Lakhs/Annum
	Details of UGT tanks if any :	Domestic UG tank Capacity: 1639m ³ Fire fighting: 1400m ³ Rainwater harvesting Tank: 30,000m ³

26.Storm water drainage	Natural water drainage pattern:	Sloping from South to North
	Quantity of storm water:	2.31 m ³ / sec
	Size of SWD:	Ø600mm having slope 1:120 Ø 200-Ø600mm RCC Pipes

27.Sewage and Waste water	Sewage generation in KLD:	1469
	STP technology:	MBBR
	Capacity of STP (CMD):	Two streams of 750m ³ each; Total 1500m ³
	Location & area of the STP:	Eastern centre of Plot
	Budgetary allocation (Capital cost):	Rs. 300 Lakhs
	Budgetary allocation (O & M cost):	Rs. 80 Lakhs/Annum

28.Solid waste Management		
Waste generation in the Pre Construction and Construction phase:	Waste generation:	81,257m3
	Disposal of the construction waste debris:	Quantities shall be reused for filling if remained shall be disposed to authorized recycler.
Waste generation in the operation Phase:	Dry waste:	2091
	Wet waste:	3412
	Hazardous waste:	NA
	Biomedical waste (If applicable):	NA
	STP Sludge (Dry sludge):	89
	Others if any:	NA
Mode of Disposal of waste:	Dry waste:	Handed over to PCMC
	Wet waste:	Smart Organic waste composter
	Hazardous waste:	NA
	Biomedical waste (If applicable):	NA
	STP Sludge (Dry sludge):	will be Used as manure
	Others if any:	NA
Area requirement:	Location(s):	North East, Centre East, West in the Plot
	Area for the storage of waste & other material:	65 m2
	Area for machinery:	140 m2
Budgetary allocation (Capital cost and O&M cost):	Capital cost:	Rs. 70 Lakhs
	O & M cost:	Rs. 15 Lakhs/Annum

**Government of
Maharashtra**

29.Effluent Charecterestics					
Serial Number	Parameters	Unit	Inlet Effluent Charecterestics	Outlet Effluent Charecterestics	Effluent discharge standards (MPCB)
1	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Amount of effluent generation (CMD):		Not applicable			
Capacity of the ETP:		Not applicable			
Amount of treated effluent recycled :		Not applicable			
Amount of water send to the CETP:		Not applicable			
Membership of CETP (if require):		Not applicable			
Note on ETP technology to be used		Not applicable			
Disposal of the ETP sludge		Not applicable			



**Government of
Maharashtra**

30.Hazardous Waste Details							
Serial Number	Description	Cat	UOM	Existing	Proposed	Total	Method of Disposal
1	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
31.Stacks emission Details							
Serial Number	Section & units	Fuel Used with Quantity	Stack No.	Height from ground level (m)	Internal diameter (m)	Temp. of Exhaust Gases	
1	100 kVA	Diesel - 19 ltr/hr	1	6	0.10	123	
2	125 kVA	Diesel - 23 ltr/hr	1	6	0.10	133	
3	160 kVA	Diesel - 30 ltr/hr	1	7	0.15	139	
4	180 kVA	Diesel - 42 ltr/hr	2	7	0.15	139	
5	320 kVA	Diesel - 55 ltr/hr	1	10	0.10	210	
6	35 kVA	Diesel - 6 ltr/hr	1	5	0.10	115	
32.Details of Fuel to be used							
Serial Number	Type of Fuel	Existing	Proposed	Total			
1	Diesel	169	48	217			
33.Source of Fuel		Authorized dealer					
34.Mode of Transportation of fuel to site		By road					
35.Energy							
Power requirement:	Source of power supply :	MSEDCL					
	During Construction Phase: (Demand Load)	49 KW					
	DG set as Power back-up during construction phase	62.5 KVA					
	During Operation phase (Connected load):	10072KW / 11131 KVA					
	During Operation phase (Demand load):	8005KW / 8548 KVA					
	Transformer:	14 Nos. x 630 KVA					
	DG set as Power back-up during operation phase:	1x320kVA, 1x 160kVA, 1x 125kVA, 2x 100kVA, 1x 35kVA & 2x 180kVA					
	Fuel used:	Diesel					
Details of high tension line passing through the plot if any:	NA						
Energy saving by non-conventional method:							

Auto time control for external & common lighting
CFL, LED for common area lighting
Solar powered water heating
Electronics V3F Drives

36.Detail calculations & % of saving:

Serial Number	Energy Conservation Measures	Saving %
1	LED for common area lighting	37%
2	Solar powered water heating	5,994 KW

37.Details of pollution control Systems

Source	Existing pollution control system	Proposed to be installed
STP	Capacity - 2 x 750m ³	NA
OWC	4 x 150kg and 2 x 1000kg	1 x 150kg and 1 x 1000kg
DG Set	Stacks of 1x320kVA, 1x 160kVA, 1x 125kVA, 1x 100kVA & 1x 180kVA	Stack of 1x 180kVA, 1x 35kVA,

Budgetary allocation (Capital cost and O&M cost):	Capital cost:	Rs. 240 Lakhs
	O & M cost:	Rs. 38 Lakhs/Annum

38.Environmental Management plan Budgetary Allocation

a) Construction phase (with Break-up):

Serial Number	Attributes	Parameter	Total Cost per annum (Rs. In Lacs)
1	Air	Water For Dust Suppression, air and noise monitoring	1.50
2	Water	Tanker water for construction, water monitoring	21.50
3	Land	Site Sanitation	7.23
4	Biological	Gardening	6.00
5	Socio-Economic	Safety, First Aid, Health Hygiene Facilities, Disinfection at site, Health Check Up, Crèches for children, Personal Protective Equipment, CFL lamps for labour hutments	12.50

b) Operation Phase (with Break-up):

Serial Number	Component	Description	Capital cost Rs. In Lacs	Operational and Maintenance cost (Rs. in Lacs/yr)
1	Water	STP	300	80
2	Rain Water Harvesting	RWH pits+ quarry and piping	25	1.5
3	Solid waste	OWC	70	15
4	Environmental monitoring	Air, water, soil monitoring & analysis	--	1.0
5	Land	Gardening	250	60

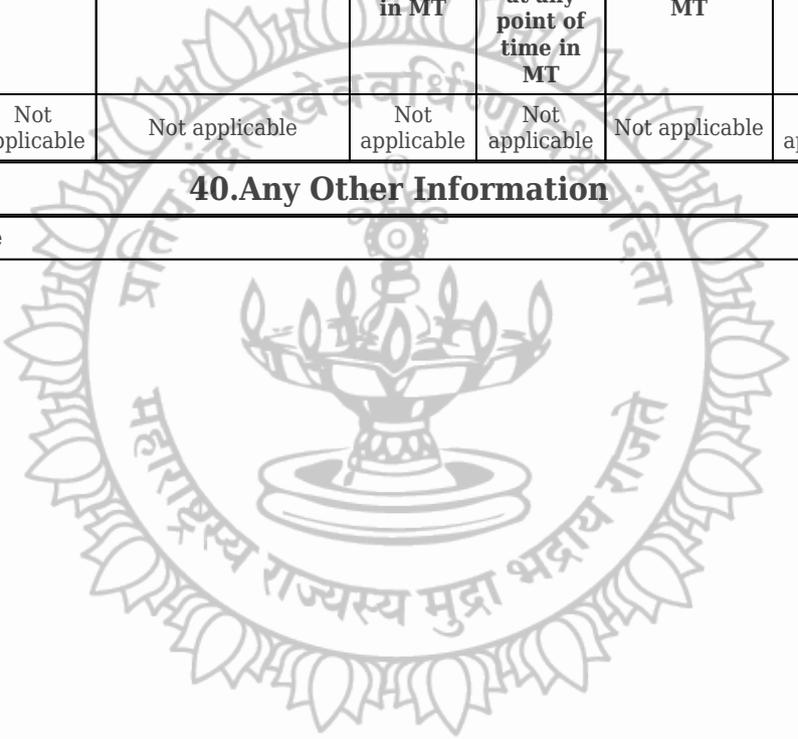
6	Energy conservation	Solar water heating & Solar PV	215	3.5
7	swimmig Pool	swimming pool Phase 1 (157 Cum + 48 Cum) Swimming Pool Phase 4 43 Cum	42.4	4.2

39.Storage of chemicals (inflamable/explosive/hazardous/toxic substances)

Description	Status	Location	Storage Capacity in MT	Maximum Quantity of Storage at any point of time in MT	Consumption / Month in MT	Source of Supply	Means of transportation
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

40.Any Other Information

No Information Available



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Maharashtra**

	CRZ/ RRZ clearance obtain, if any:	NA
	Distance from Protected Areas / Critically Polluted areas / Eco-sensitive areas/ inter-State boundaries	NA
	Category as per schedule of EIA Notification sheet	8b (B1)
	Court cases pending if any	NA
	Other Relevant Informations	NA
	Have you previously submitted Application online on MOEF Website.	Yes
	Date of online submission	10-02-2017

3. The proposal has been considered by SEIAA in its 146th meeting & decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions:

Specific Conditions:

I	PP to submit cross section through the internal road showing Distance and the space left for SWD, plantation of trees and compound wall.
II	PP to submit undertaking for implementation of renewable energy along with terrace plan.
III	PP to submit details/section of UGT.
IV	PP to submit undertaking for CER activities.
V	PP to submit energy saving calculations.
VI	PP to submit water balance statement.
VII	PP to submit CER plan to District Collector and acknowledgment to be submitted to Member Secretary, SEIAA.

General Conditions:

I	E-waste shall be disposed through Authorized vendor as per E-waste (Management and Handling) Rules, 2016.
II	The Occupancy Certificate shall be issued by the Local Planning Authority to the project only after ensuring sustained availability of drinking water, connectivity of sewer line to the project site and proper disposal of treated water as per environmental norms.
III	This environmental clearance is issued subject to obtaining NOC from Forestry & Wild life angle including clearance from the standing committee of the National Board for Wild life as if applicable & this environment clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.
IV	PP has to abide by the conditions stipulated by SEAC& SEIAA.
V	The height, Construction built up area of proposed construction shall be in accordance with the existing FSI/FAR norms of the urban local body & it should ensure the same along with survey number before approving layout plan & before according commencement certificate to proposed work. Plan approving authority should also ensure the zoning permissibility for the proposed project as per the approved development plan of the area.
VI	If applicable Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.
VII	All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.

VIII	Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
IX	The solid waste generated should be properly collected and segregated. dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material.
X	Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
XI	Arrangement shall be made that waste water and storm water do not get mixed.
XII	All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
XIII	Additional soil for leveling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.
XIV	Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agriculture Dept.
XV	Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
XVI	Construction spoils, including bituminous material and other hazardous materials must not be allowed to contaminate watercourses and the dumpsites for such material must be secured so that they should not leach into the ground water.
XVII	Any hazardous waste generated during construction phase should be disposed off as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
XVIII	The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environments (Protection) Rules prescribed for air and noise emission standards.
XIX	The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from concern authority shall be taken.
XX	Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
XXI	Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/MPCB.
XXII	Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and amended as on 27th August, 2003. (The above condition is applicable only if the project site is located within the 100Km of Thermal Power Stations).
XXIII	Ready mixed concrete must be used in building construction.
XXIV	Storm water control and its re-use as per CGWB and BIS standards for various applications.
XXV	Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
XXVI	The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
XXVII	The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the MPCB and Environment department before the project is commissioned for operation. Discharge of this unused treated effluent, if any should be discharge in the sewer line. Treated effluent emanating from STP shall be recycled/refused to the maximum extent possible. Discharge of this unused treated effluent, if any should be discharge in the sewer line. Treatment of 100% gray water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP.
XXVIII	Permission to draw ground water and construction of basement if any shall be obtained from the competent Authority prior to construction/operation of the project.
XXIX	Separation of gray and black water should be done by the use of dual plumbing line for separation of gray and black water.
XXX	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.
XXXI	Use of glass may be reduced up to 40% to reduce the electricity consumption and load on air conditioning. If necessary, use high quality double glass with special reflective coating in windows.
XXXII	Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material to fulfill requirement.

XXXIII	Energy conservation measures like installation of CFLs /TFLs for the lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use CFLs and TFLs should be properly collected and disposed off/sent for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination. Use of solar panels may be done to the extent possible like installing solar street lights, common solar water heaters system. Project proponent should install, after checking feasibility, solar plus hybrid non-conventional energy source as source of energy.
XXXIV	Diesel power generating sets proposed as source of backup power for elevators and common area illumination during operation phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low sulphur diesel. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board.
XXXV	Noise should be controlled to ensure that it does not exceed the prescribed standards. 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.
XXXVI	Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
XXXVII	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 aspiration for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
XXXVIII	The building should have adequate distance between them to allow movement of fresh air and passage of natural light, air and ventilation.
XXXIX	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.
XL	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 has been started without obtaining environmental clearance.
XLI	Six monthly monitoring reports should be submitted to the Regional office MoEF, Bhopal with copy to this department and MPCB.
XLII	Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. As agreed during the SEIAA meeting, PP to explore possibility of utilizing excess treated water in the adjacent area for gardening before discharging it into sewer line No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement in Para 2. Prior certification from appropriate authority shall be obtained.
XLIII	Wet garbage should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for gardening. And, no wet garbage will be disposed outside the premises. Local authority should ensure this.
XLIV	Local body should ensure that no occupation certification is issued prior to operation of STP/MSW site etc. with due permission of MPCB.
XLV	A complete set of all the documents submitted to Department should be forwarded to the Local authority and MPCB.
XLVI	In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Department.
XLVII	A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
XLVIII	Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise breaks-up. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure should reported to the MPCB & this department.
XLIX	The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at http://ec.maharashtra.gov.in .
L	Project management should submit half yearly compliance reports in respect of the stipulated prior environment clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1st June & 1st December of each calendar year.
LI	A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.

LII	The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO ₂ , NO _x (ambient levels as well as stack emissions) or critical sector parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
LIII	The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
LIV	The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.
LV	This EC is granted for FSI area 134802.99 m ² , Non FSI area:109448.75 m ² & Total BUA: 244251.74 m ² .



Government of Maharashtra

4. The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.
5. In case of submission of false document and non-compliance of stipulated conditions, Authority/ Environment Department will revoke or suspend the Environment clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.
6. The Environment department reserves the right to add any stringent condition or to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the department or for that matter, for any other administrative reason.
7. Validity of Environment Clearance: The environmental clearance accorded shall be valid as per EIA Notification, 2006, and amendments by MoEF&CC Notification dated 29th April, 2015.
8. In case of any deviation or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.
9. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.
10. Any appeal against this Environment clearance shall lie with the National Green Tribunal (Western Zone Bench, Pune), New Administrative Building, 1st Floor, D-, Wing, Opposite Council Hall, Pune, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.


Shri. Anil Diggikar (Member Secretary SEIAA)

Copy to:

1. SHRI JOHNY JOSEPH, CHAIRMAN-SEIAA
2. SHRI UMAKANT DANGAT, CHAIRMAN-SEAC-I
3. SHRI M.M.ADTANI, CHAIRMAN-SEAC-II
4. SHRI ANIL .D. KALE. CHAIRMAN SEAC-III
5. SECRETARY MOEF & CC
6. IA- DIVISION MOEF & CC
7. MEMBER SECRETARY MAHARASHTRA POLLUTION CONTROL BOARD MUMBAI
8. REGIONAL OFFICE MOEF & CC NAGPUR
9. MUNICIPAL COMMISSIONER PUNE
10. MUNICIPAL COMMISSIONER SATARA
11. REGIONAL OFFICE MPCB PUNE
12. REGIONAL OFFICE MIDC PUNE
13. MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD
14. COLLECTOR OFFICE PUNE
15. COLLECTOR OFFICE SATARA
16. COLLECTOR OFFICE SOLAPUR

जलसंपदा विभागाच्या प्रकल्पातून औद्योगिक प्रयोजनासाठीच्या बिगर सिंचन पाणी आरक्षणाच्याप्रस्तावास मान्यता देण्याबाबत.

महाराष्ट्र शासन

जलसंपदा विभाग

मंत्रालय, मुंबई ४०००३२

शासन निर्णय क्रमांक: संकीर्ण २०१३/(७०९/१३)/सि.व्य.(धो)

तारीख: २०/०२/२०१४

वाचा

- १) जलसंपदा विभाग, शासन निर्णय क्रमांक संकीर्ण १००१/(१५४/०१)/सिं.व्य (धोरण) दिनांक २१ जानेवारी २००३.
- २) महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण अधिनियम, २००५ यात सुधारणा करण्याकरिता अधिनियम दि.२२ एप्रिल, २०११.

प्रस्तावना

१.० शासनाच्या पूर्वीच्या धोरणांनुसार, पिण्याच्या पाण्यासहित सर्व प्रकारच्या बिगरसिंचन प्रयोजनासाठी उदा. उद्योग, औष्णिक विद्युत प्रकल्प, अन्य सिंचनेतर संस्था इ., यांना पाणीआरक्षण द्यावयाचे जे प्रस्ताव जलसंपदा विभागाकडे प्राप्त होतात, त्यातील पाण्याचे आरक्षण हे जलसंपदा विभागाच्या प्रकल्पांच्या जलाशयातील उपलब्ध पाणीसाठयाच्या १५ टक्क्यांपेक्षा कमी असल्यास, त्यास संबंधित मुख्य अभियंता तसेच हे प्रमाण १५ टक्के किंवा १५ ते २५ टक्के असे असल्यास, त्यास मंत्रालयीन आंतर विभागीय सचिवस्तरीय समितीकडून मान्यता देण्यात येत होती. त्याचप्रमाणे हे प्रमाण २५ टक्के किंवा २५ टक्क्यांपेक्षा जास्त असल्यास, त्यास मा. मंत्रीमंडळाची उपसमिती असलेल्या, मा. मंत्री, जलसंपदा (कृषोपाम वगळून) यांच्या अध्यक्षतेखालील मा. मंत्री उच्चाधिकार समितीकडून मान्यता देण्यात येत होती.

२.० महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण (सुधारणा व पुढे चालू ठेवणे) अधिनियम, २०११ यातील कलम ५ मधील १६(क) नुसार जलसंपत्ती प्रकल्पांमधील पाण्याचे क्षेत्रीय वाटप राज्य मंत्रीमंडळाकडून केले जाईल अशी तरतूद करण्यात आली आहे. तसेच वाटप केलेल्या पाण्यावर अवलंबून राहणे कमी करण्यासाठी तसेच पुनर्प्रक्रियेस व पुनर्वापरास चालना देण्यासाठी, संस्थांनी केलेल्या मुळ पाणी मागणीमध्ये (औद्योगिक) २० टक्के पाणी कपात करून व त्याअनुषंगाने सिंचन क्षेत्रात कपात करून दि. १५/१/२०१४ रोजी झालेल्या मा. मंत्रीमंडळाच्या बैठकीत शासनाने आता पुढीलप्रमाणे निर्णय घेतला आहे.

शासन निर्णय

३.० खालील तक्त्यातील रकाना क्र.२ मध्ये नमुद संस्थांना त्यांचे नावासमोर रकाना क्र.५ मध्ये नमुद पाणी आरक्षणास, परिच्छेद ४.० मधील अटीच्या अधीन राहून मान्यता देण्यात येत आहे.

शासन निर्णय क्रमांक: संकीर्ण २०१३/(७०९/१३)/सि.व्य.(घो)

अ.क्र.	पाणी आरक्षणाची मागणी करणाऱ्या संस्थेचे नांव	पाणी वापराचा प्रकार (औद्योगिक/घरगुती)	जलाशय/कालवा/नदीचे नांव	मंजूर केलेले पाणी आरक्षण (दलघमी)	सिंचन पुनःस्थापनेचा खर्च (रु.लक्ष)
१	२	३	४	५	६
१	टेसिटूरा माँटी इंडिया प्रा.लि. तामगांव ता. करवीर जि. कोल्हापूर यांचा वाढीव पाणी आरक्षण प्रस्ताव	औद्योगिक/घरगुती	राधानगरी प्रकल्प	०.१३१२ ०.००९ ०.१४०२	०
२	रिद्धर रेसीडेसी गृह प्रकल्प मौजे विखली ता. हवेली जि. पुणे	औद्योगिक (तात्पुरत्या स्वरूपात ६ वर्षासाठी)	इंद्रायणी नदीतून	०.०७३५८	२०.७८४
३	बिल्ट ग्राफिक पेपर प्रॉडक्ट लि. भादलवाडी (भिगवण) ता. इंदापूर जि. पुणे यांचा वाढीव पाणी आरक्षण प्रस्ताव	औद्योगिक	उजनी प्रकल्पातून	१.५४४	२२६.१४४
४	मेगी अॅग्री केम लि. सडगांव, ता. जि. धुळे	औद्योगिक	दहयाने ल.पा. प्रकल्प	०.०५८८	०
५	खेड इकॉनॉमीक इन्फ्रास्ट्रक्चर प्रा.लि.मु.पो.खेड, ता.खेड, जि.पुणे	औद्योगिक	भीमा नदी वाटेकरवाडी गावाजवळ ता.खेड, जि.पुणे	०.३५१२	४४
६	श्रीनिवास इंजिनिअरिंग अँटो कॉम्पोनंट प्रा. लि. मु.पो.नवलाखउंब्रे, ता.मावळ, जि.पुणे	औद्योगिक	आंद्र मध्यम प्रकल्प	०.१५५७६	१४.४०
७	लोकप्रिय दूध उत्पादक सहकारी संस्था मर्या. तळणी, ता. मोताळा, जि.बुलढाणा	औद्योगिक	नळगंगा प्रकल्प	०.००८४	१.६
८	सरस्वती दूध उत्पादक सहकारी संस्था मर्या. डिडोळा, ता. मोताळा, जि.बुलढाणा	औद्योगिक	नळगंगा प्रकल्प	०.००८४	१.६

४.०उपरोक्त नमूद प्रस्तावांना खालील अटीच्या अधीन राहून मान्यता देण्यात आली आहे.

१. संस्थेने सिंचन कपातीपोटी, सिंचन पुनःस्थापनेचा खर्च रु. १ लक्ष प्रति हेक्टर प्रमाणे (Base Year २००९) अथवा प्रत्यक्ष करारनामा करतवेळी लागू असलेला शासनाचा प्रचलित दर अथवा भाववाढ निर्देशांक (Cost Inflation Index) विचारात घेवून यापैकी जो जास्त असेल त्या दराने सिंचन पुनःस्थापनेचा खर्च शासनाकडे करारनामा करण्यापूर्वी जमा करण्यात यावा. पाणी आरक्षणापोटी प्राप्त

होणाच्या रकमा ह्या शासनाच्या एकत्रीत निधीमध्ये जमा करणे आवश्यक राहिल. या पाणी आरक्षणामुळे सिंचन कपातीपोटी प्राप्त झालेली सिंचन पुनःस्थापना खर्चाची रक्कम ही त्याच प्रकल्पाचे सिंचन क्षेत्र पुनःस्थापित करण्याबाबतच्या योजनेकरिता वापरण्यात यावी.

२) सध्याचे औद्योगिक/घरगुती पाणीपट्टीचे दर पाहता भांडवली अंशदान न घेता, औद्योगिक/घरगुती दराने पाणी पुरवठा करणे शासनाचे हिताचे आहे. यामुळे संस्थेकडून भांडवली अंशदान न घेता शासनाच्या प्रचलित औद्योगिक/घरगुती दराने पाणीपट्टी आगाऊ वसूल करण्यात यावी.

३) संस्थेने पाणी मोजमाप करण्याचे दृष्टीने जलमापन यंत्र (Water Meter) बसविणे आवश्यक आहे. औद्योगिक /घरगुती पाणी वापराकरिता शासनाच्या प्रचलित दराने पाणीपट्टी वसूल करावी.

४) सर्वसाधारणपणे लघु पाटबंधारे प्रकल्पाचे नियोजन हे आठ महिन्यांकरिता असते. यामुळे उन्हाळ्यामध्ये अशा प्रकल्पाचे पाणी आटते (अजिबात पाणी नसते). त्यामुळे अपवादात्मक परिस्थितीत पाणीपुरवठा योजनांस इतर कोणताही पाणी स्रोत उपलब्ध नसल्यास त्यास मंजूरी देण्यात येते. तथापि, अशा मंजूरी दिलेल्या पाणीपुरवठा योजनेस उन्हाळ्यामध्ये पाणी मिळेलच याची शाश्वती देता येत नाही. याकरिता आवश्यक तो साठा संस्थेने करणे गरजेचे आहे.

५) संस्थेने आपत्कालीन परिस्थितीत स्वतःची पर्यायी व्यवस्था करावी. उद्धव ठिकाणी पाण्याअभावी किंवा आपत्कालीन परिस्थितीत संस्थेस पाण्याची गरज भागविण्यासाठी ६० दिवस पाणी पुरेल इतक्या क्षमतेचा साठवण तलाव स्वखर्चाने बांधावा. तसेच या कालावधीत पाणी उपलब्ध नसल्यास जलसंपदा विभागाची कोणतीही जबाबदारी राहणार नाही.

६) बहुतेक उद्योगांना त्यांचे उत्पादन सुरु करण्यास आरंभ काळ (Gestation Period) लागतो. सर्वसाधारणपणे या कालावधीत संस्था करारनामा करण्यास टाळते अथवा संस्थेसोबत बिगरसिंचन करारनामा केला असला तरीही शासनास कोणतीही पाणीपट्टी प्राप्त होत नाही. तथापि संस्थेने पाणी आरक्षण केलेले असल्यामुळे त्यांच्याकडून पाणीवापर होत नसूनही ते इतर अर्जदारांना सुद्धा देणे शक्य होत नाही. यामुळे शासनास मोठ्या महसुलास मुकावे लागते, ही बाब विचारात घेता, अशा पाणी आरक्षण प्रस्तावास मान्यता देतांना, महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण, मुंबई यांनी महाराष्ट्र राज्यासाठी ठोक पाणी प्रशुल्क निकष, भाग ३ मधील परिच्छेद १३.४ (पाच) मध्ये नमूद केल्यानुसार कार्यवाही करण्यात येईल. जलसंपदा विभागाशी करारनामा करतांना बिगर सिंचन पाणी वापरकर्ते अंतिम पाणी मागणी प्रमाणे टप्प्याटप्प्याने पाणी वापर करण्याचे नियोजन नमूद करू शकतील. अंतिम पाणी मागणी प्रमाणे पुरवठा सुरु होईपर्यंत वर्षनिहाय खालील प्रमाणे आकारणी करण्यात येईल.

अ) टप्प्यानुसार ठरवून घेतलेल्या प्रमाणात पाणीवापर असल्यास लागू दराने आकारणी.

ब) टप्प्यानुसार ठरवून घेतलेल्या पाणीवापरापेक्षा $\pm 90\%$ पाणी वापर(अधिक/कमी) झाल्यास, फरकाच्या वापरास दंडनीय दर लागू दराच्या १.५ पट.

क) उर्वरित प्रमाणाकरिता म्हणजे अंतिम नियोजित पाणी वापर वजा टप्प्यानुसार नियोजित पाणी वापराकरिता, बांधिलकी/लेखबद्ध आकार लागू दराच्या ५ टक्के वार्षिक दराने आकारण्यात येईल.

शासन निर्णय क्रमांक: संकीर्ण २०१३/(७०९/१३)/सि.व्य.(घो)

७) संस्थेने सांडपाण्यावर शुध्दीकरण प्रक्रिया करणारी यंत्रणा बसवावी. तसेच या बाबतच्या सविस्तर प्रस्तावाची माहिती जलसंपदा/पर्यावरण विभागास विहित कालावधीत म्हणजेच करारनामा करतेवेळी देणे आवश्यक आहे. अन्यथा पाणी आरक्षण रद्द होईल.

८) संस्थांना वाटप केलेल्या पाण्यावर अवलंबून राहणे कमी करण्यासाठी तसेच पुनर्प्रक्रियेस व पुनर्वापरास चालना देण्यासाठी, संस्थांनी केलेल्या मुळ पाणी मागणीमध्ये (औद्योगिक) २० टक्के पाणी कमी करण्यात येत आहे व ही कमी केलेल्या पाण्याची तूट संबंधित अभिकरणाने पुनर्वापराद्वारे भरून काढावी.

९) शासन निर्णय क्र. पापव-२०१३/(प्र.क्र.४६६/२०१३)/सि.व्य (महसूल) दि. १२/११/२०१३ मधील अटीचे पालन करणे पाणी वापरकर्त्यांना बंधनकारक राहिल.

१०) संस्थेस प्रथम पाणी वापर करण्यास परवानगीचे इरादापत्र (लेटर ऑफ इंटेन्ट) देण्यात यावे व करारनामा करण्याकरीता ३ महिन्यांची मुदत ठेवावी. करारनामा झाल्यानंतरच प्रत्यक्ष पाणी परवाना दिल्याचे ग्राह्य मानण्यात येईल. संस्थेने सदर करारनामा विहित मुदतीत (३ महिन्यांच्या आत) न केल्यास संस्थेचे पाणी आरक्षण आपोआप रद्द होईल.

हा शासन निर्णय वित्त विभागाच्या अनौपचारिक संदर्भ क्रमांक २८१/२०१३/व्यय-१२, दिनांक १९/९/२०१३ अनुसार प्राप्त झालेल्या सहमतीने निर्गमित करण्यात येत आहे.

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेतांक २०१४०२२०१७०५५६२८२७ असा आहे. हा आदेश डिजिटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

Naresh
Daulatrao
Sahare

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Daulatrao Sahare
DN: c=IN, o=Government Of
Maharashtra, ou=Water Resources
Department, postalCode=400032,
st=Maharashtra, cn=Naresh
Daulatrao Sahare
Date: 2014.02.20 17:13:00 +05'30'

(न. दौ. सहारे)

शासनाचे अवर सचिव

प्रत,

१. मा. राज्यपालांचे सचिव.
२. मा. मुख्यमंत्र्यांचे सचिव.
३. मा. उपमुख्यमंत्र्यांचे सचिव.
४. सर्व मा. मंत्री यांचे खाजगी सचिव.
५. सर्व मा. राज्यमंत्री यांचे खाजगी सचिव.
६. महालेखापाल (लेखा व अनुज्ञेयता)-१, महाराष्ट्र, मुंबई.
७. महालेखापाल (लेखापरिक्षा)-१, महाराष्ट्र, मुंबई.
८. महालेखापाल (लेखा व अनुज्ञेयता)-२, महाराष्ट्र, नागपूर.
९. महालेखापाल (लेखापरिक्षा)-२, महाराष्ट्र, नागपूर.
१०. मा. अध्यक्ष/उपाध्यक्ष, विधानसभा, विधानभवन, मुंबई.

RIVER RESIDENCY DEVELOPERS
Executive Engineer, Pune Irrigation Division Pune

803

Ledger Account

From 01/04/2010 To 31/03/2021

Date	Voucher_No	Particulars	Cheque No	Debit	Credit
01/04/2010		Opening Balance		0.00	0.00
05/11/2014	BP 6,854	Kotak Mahindra Bank Ac No 07212180000521	26691	278,500.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		278,500.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		278,500.00 Cr	
05/11/2014	JV 8,249	Sanction Expenses			278,500.00
		<i>Sanction Expenses</i>		278,500.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		278,500.00 Cr	
27/03/2015	JV 10,262	Sanction Expenses			250,783.00
		Bill No.: 12552			
		<i>Sanction Expenses</i>		250,783.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		250,783.00 Cr	
27/03/2015	BP 10,747	Kotak Mahindra Bank Ac No 07212180000521	30545	250,783.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		250,783.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		250,783.00 Cr	
17/08/2015	JV 4,683	Old - Water Charges	0		364,354.00
		Bill No.: 14608			
		<i>Old - Water Charges</i>		364,354.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		364,354.00 Cr	
17/08/2015	BP 4,667	Kotak Mahindra Bank Ac No 07212180000521	35050	364,354.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		364,354.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		364,354.00 Cr	
11/12/2015	JV 9,002	Old - Water Charges	0		135,379.00
		Bill No.: 16458			
		<i>Old - Water Charges</i>		135,379.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		135,379.00 Cr	
12/12/2015	BP 8,353	Kotak Mahindra Bank Ac No 07212180000521	38658	135,379.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		135,379.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		135,379.00 Cr	
31/03/2016	JV 13,262	Water Charges			382,420.00
		Bill No.: 19367			
		<i>Water Charges</i>		95,605.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		382,420.00 Cr	
		<i>Prepaid Expenses</i>		286,815.00 Dr	
15/04/2016	JV 1,115	Old - Water Charges			524,870.00
		Bill No.: 18125			
		<i>Old - Water Charges</i>		524,870.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		524,870.00 Cr	
15/04/2016	BP 1,343	Kotak Mahindra Bank Ac No 07212180000521	40282	524,870.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		524,870.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		524,870.00 Cr	
27/07/2016	BP 4,487	Kotak Mahindra Bank Ac No 07212180000521	45339	382,420.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		382,420.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		382,420.00 Cr	
01/10/2016	JV 5,723	Water Charges	0		64,781.00
		Bill No.: 20031			
		<i>Water Charges</i>		64,781.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		64,781.00 Cr	
01/10/2016	BP 6,031	Kotak Mahindra Bank Ac No 07212180000521	46638	64,781.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		64,781.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		64,781.00 Cr	
21/11/2016	JV 7,317	Water Charges			63,737.00
		Bill No.: 20508			

RIVER RESIDENCY DEVELOPERS
Executive Engineer, Pune Irrigation Division Pune

804

Ledger Account

From 01/04/2010 To 31/03/2021

Date	Voucher_No	Particulars	Cheque No	Debit	Credit
		<i>Water Charges</i>		63,737.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		63,737.00 Cr	
21/11/2016	BP 7,362	Kotak Mahindra Bank Ac No 07212180000521	47296	63,737.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		63,737.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		63,737.00 Cr	
27/01/2017	JV 9,055	Sanction Expenses			51,750.00
		Bill No.: 21114			
		<i>Sanction Expenses</i>		51,750.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		51,750.00 Cr	
27/01/2017	BP 8,993	Kotak Mahindra Bank Ac No 07212180000521	49637	51,750.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		51,750.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		51,750.00 Cr	
30/01/2017	BP 8,994	Kotak Mahindra Bank Ac No 07212180000521	49723	98,819.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		98,819.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		98,819.00 Cr	
30/01/2017	JV 9,002	Water Charges			98,819.00
		Bill No.: 21083			
		<i>Water Charges</i>		98,819.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		98,819.00 Cr	
02/02/2017	BP 9,066	Kotak Mahindra Bank Ac No 07212180000521	23198	59,500.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		59,500.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		59,500.00 Cr	
02/02/2017	JV 10,230	Bank Gurantee TD No. 2511802890 Executive En	0		59,500.00
		<i>Bank Gurantee TD No. 2511802890 Executive Engineer, P</i>		59,500.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		59,500.00 Cr	
18/03/2017	JV 10,075	Water Charges			10,092.00
		Bill No.: 21527			
		<i>Water Charges</i>		10,092.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		10,092.00 Cr	
18/03/2017	BP 9,826	Kotak Mahindra Bank Ac No 07212180000521	50411	10,092.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		10,092.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		10,092.00 Cr	
29/07/2017	JV 2,635	Water Charges			501,711.00
		Bill No.: 22464			
		<i>Water Charges</i>		501,711.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		501,711.00 Cr	
31/07/2017	BP 3,686	Kotak Mahindra Bank Ac No 07212180000521	53605	419,108.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		419,108.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		419,108.00 Cr	
31/07/2017	BP 3,687	Kotak Mahindra Bank Ac No 07212180000521	53606	82,603.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		82,603.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		82,603.00 Cr	
27/09/2017	JV 3,409	Water Charges			37,112.00
		Bill No.: 22949			
		<i>Water Charges</i>		37,112.00 Dr	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		37,112.00 Cr	
28/09/2017	BP 4,822	Kotak Mahindra Bank Ac No 07212180000521	54293	30,927.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		30,927.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		30,927.00 Cr	
28/09/2017	BP 4,823	Kotak Mahindra Bank Ac No 07212180000521	54292	6,185.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		6,185.00 Dr	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		6,185.00 Cr	
27/11/2017	JV 4,238	Water Charges			115,436.00

RIVER RESIDENCY DEVELOPERS
Executive Engineer, Pune Irrigation Division Pune

805

Ledger Account

From 01/04/2010 To 31/03/2021

Date	Voucher_No	Particulars	Cheque No	Debit	Credit
		Bill No.: 23365			
		Water Charges		115,436.00 Dr	
		Executive Engineer, Pune Irrigation Division Pune		115,436.00 Cr	
27/11/2017	BP 6,218	Kotak Mahindra Bank Ac No 07212180000521	56031	101,731.00	
		Executive Engineer, Pune Irrigation Division Pune		101,731.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		101,731.00 Cr	
27/11/2017	BP 6,219	Kotak Mahindra Bank Ac No 07212180000521	56032	13,705.00	
		Executive Engineer, Pune Irrigation Division Pune		13,705.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		13,705.00 Cr	
11/01/2018	BP 7,089	Kotak Mahindra Bank Ac No 07212180000521	55165	51,520.00	
		Executive Engineer, Pune Irrigation Division Pune		51,520.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		51,520.00 Cr	
23/01/2018	JV 5,616	Water Charges			15,667.00
		Bill No.: 23753			
		Water Charges		15,667.00 Dr	
		Executive Engineer, Pune Irrigation Division Pune		15,667.00 Cr	
23/01/2018	BP 7,248	Kotak Mahindra Bank Ac No 07212180000521	56718	13,056.00	
		Executive Engineer, Pune Irrigation Division Pune		13,056.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		13,056.00 Cr	
23/01/2018	BP 7,249	Kotak Mahindra Bank Ac No 07212180000521	56719	2,611.00	
		Executive Engineer, Pune Irrigation Division Pune		2,611.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		2,611.00 Cr	
29/01/2018	BP 7,293	Kotak Mahindra Bank Ac No 07212180000521	57581	8,000.00	
		Executive Engineer, Pune Irrigation Division Pune		8,000.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		8,000.00 Cr	
29/01/2018	JV 5,674	Water Charges	0		59,520.00
		Bill No.: 23802			
		Water Charges		59,520.00 Dr	
		Executive Engineer, Pune Irrigation Division Pune		59,520.00 Cr	
26/02/2018	JV 6,036	Water Charges			11,981.00
		Bill No.: 2			
		Water Charges		11,981.00 Dr	
		Executive Engineer, Pune Irrigation Division Pune		11,981.00 Cr	
26/02/2018	BP 7,701	Kotak Mahindra Bank Ac No 07212180000521	56950	9,984.00	
		Executive Engineer, Pune Irrigation Division Pune		9,984.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		9,984.00 Cr	
26/02/2018	BP 7,702	Kotak Mahindra Bank Ac No 07212180000521	56951	1,997.00	
		Executive Engineer, Pune Irrigation Division Pune		1,997.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		1,997.00 Cr	
19/03/2018	JV 6,311	Water Charges	0		25,264.00
		Bill No.: 03			
		Water Charges		25,264.00 Dr	
		Executive Engineer, Pune Irrigation Division Pune		25,264.00 Cr	
19/03/2018	BP 7,896	Kotak Mahindra Bank Ac No 07212180000521	57949	21,053.00	
		Executive Engineer, Pune Irrigation Division Pune		21,053.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		21,053.00 Cr	
19/03/2018	BP 7,897	Kotak Mahindra Bank Ac No 07212180000521	57950	4,211.00	
		Executive Engineer, Pune Irrigation Division Pune		4,211.00 Dr	
		Kotak Mahindra Bank Ac No 07212180000521		4,211.00 Cr	
24/05/2018	JV 994	Water Charges			64,031.00
		Bill No.: 04			
		Water Charges		64,031.00 Dr	
		Executive Engineer, Pune Irrigation Division Pune		64,031.00 Cr	

RIVER RESIDENCY DEVELOPERS
Executive Engineer, Pune Irrigation Division Pune

806

Ledger Account

From 01/04/2010 To 31/03/2021

Date	Voucher_No	Particulars	Cheque No	Debit	Credit
24/05/2018	BP 1,168	Kotak Mahindra Bank Ac No 07212180000521	56144	53,394.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>53,394.00 Dr</i>	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		<i>53,394.00 Cr</i>	
24/05/2018	BP 1,169	Kotak Mahindra Bank Ac No 07212180000521	56145	10,637.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>10,637.00 Dr</i>	
		<i>Kotak Mahindra Bank Ac No 07212180000521</i>		<i>10,637.00 Cr</i>	
22/11/2018	JV 2,859	Water Charges			454,349.00
		Bill No.: 25207			
		<i>Water Charges</i>		<i>454,349.00 Dr</i>	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>454,349.00 Cr</i>	
05/01/2019	BP 4,182	Kotak Mahindra Bank Cost Account No. 281119	4140	381,654.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>381,654.00 Dr</i>	
		<i>Kotak Mahindra Bank Cost Account No. 2811190260</i>		<i>381,654.00 Cr</i>	
05/01/2019	BP 4,183	Kotak Mahindra Bank Cost Account No. 281119	4141	72,695.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>72,695.00 Dr</i>	
		<i>Kotak Mahindra Bank Cost Account No. 2811190260</i>		<i>72,695.00 Cr</i>	
22/01/2019	JV 3,245	Sanction Expenses			26,650.00
		Bill No.: 25437			
		<i>Sanction Expenses</i>		<i>26,650.00 Dr</i>	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>26,650.00 Cr</i>	
04/02/2019	BP 4,543	Kotak Mahindra Bank Cost Account No. 281119	4453	22,208.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>22,208.00 Dr</i>	
		<i>Kotak Mahindra Bank Cost Account No. 2811190260</i>		<i>22,208.00 Cr</i>	
04/02/2019	BP 4,544	Kotak Mahindra Bank Cost Account No. 281119	4454	4,442.00	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>4,442.00 Dr</i>	
		<i>Kotak Mahindra Bank Cost Account No. 2811190260</i>		<i>4,442.00 Cr</i>	
29/03/2019	JV 3,768	Water Charges			15,282.00
		Bill No.: 25668			
		<i>Water Charges</i>		<i>15,282.00 Dr</i>	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>15,282.00 Cr</i>	
31/03/2019	BR 740	Kotak Mahindra Bank Cost Account No. 281119	4453		22,208.00
		<i>Kotak Mahindra Bank Cost Account No. 2811190260</i>		<i>22,208.00 Dr</i>	
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>22,208.00 Cr</i>	
31/03/2019	BR 741	Kotak Mahindra Bank Cost Account No. 281119	4454		4,442.00
		<i>Executive Engineer, Pune Irrigation Division Pune</i>		<i>4,442.00 Dr</i>	
		<i>Kotak Mahindra Bank Cost Account No. 2811190260</i>		<i>4,442.00 Cr</i>	
31/03/2021		Closing Balance		(41932.00)	
				3,596,706.00	3,638,638.00

MAHARASHTRA POLLUTION CONTROL BOARD

SUB REGIONAL OFFICE, PIMPRI CHINCHWAD

Phone : 020-25811627

Fax : 020-25811029

Email : sropune2@mpcb.gov.in



Jog Center, 3rd floor, Mumbai Pune Road,
Wakdewadi,

Pune - 411003

Visit At : <http://mpcb.gov.in>

Green/S.S.I

Date; 25/09/2017.

Consent No: MPCB/SRO PIMPRICHINCHWAD/1709000885

Consent to Operate under Section 26 of the Water (Prevention & Control of Pollution) Act, 1974 & under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and Authorization / Renewal of Authorization under Rule 5 of the Hazardous Wastes (Management, Handling & Transboundry Movement) Rules 2008

[To be referred as Water Act, Air Act and HW (M&H) Rules respectively].

CONSENT is hereby granted to

M/s. River Residency Developers,
S. No. 90, Chikhali,
Tal-Haveli, Dist-Pune

located in the area declared under the provisions of the Water Act, Air act and Authorization under the provisions of HW(M&H) Rules and amendments thereto subject to the provisions of the Act and the Rules and the Orders that may be made further and subject to the following terms and conditions:

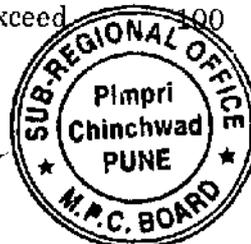
1. The Consent to Operate is granted for period up to - 31/12/2019.
2. The Consent is valid for the manufacture of -

Sr. No.	Product Name	Maximum Quantity	UOM
1	Ready mix concrete	30.0	M3/Hr

CONDITIONS UNDER WATER ACT:

- (i) The daily quantity of trade effluent from the factory shall not exceed Nil
- (ii) The daily quantity of sewage effluent from the factory shall not exceed 0.5 M³
- (iii) Trade Effluent : NA.
- (iv) Trade Effluent Disposal: NA.
- (v) Sewage Effluent Treatment: The applicant shall provide comprehensive treatment system as is warranted with reference to influent quality and operate and maintain the same continuously so as to achieve the quality of treated effluent to the following standards.

- | | | | |
|-----------------------|---------------|-----|-------|
| (1) Suspended Solids | Not to exceed | 100 | mg/l. |
| (2) BOD 3 days 27o C. | Not to exceed | 100 | mg/l. |



- (vi) **Sewage Effluent Disposal:** The treated domestic effluent shall be soaked in a soak pit, which shall be got cleaned periodically. Overflow, if any, shall be used on land for gardening / plantation only.

(vii) **Non-Hazardous Solid Wastes:**

Sr. No.	Type Of Waste	Quantity	UOM	Treatment	Disposal
1	-----	-----	-----	-----	-----

(viii) **Other Conditions:** Industry should monitor effluent quality regularly.

2. The applicant shall comply with the provisions of the Water (Prevention & Control of Pollution) Cess Act, 1977 (to be referred as Cess Act) and amendment Rules, 2003 there under

The daily water consumption for the following categories is as under:

- | | | |
|---|-----|-----------|
| (i) Domestic purpose | ... | 1.0 CMD |
| (ii) Water gets Polluted & Pollutants are Biodegradable | ... | 20.00 CMD |
| (iii) Water gets Polluted, Pollutants are not Biodegradable & Toxic | ... | 0.00 CMD |
| (iv) Industrial Cooling, spraying in mine pits or boiler feed | ... | 0.00 CMD |

The applicant shall regularly submit to the Board the returns of water consumption in the prescribed form and pay the Cess as specified in Section 3 of the said Act.

3. CONDITIONS UNDER AIR ACT :

(i) The applicant shall install a comprehensive control system consisting of control equipments as is warranted with reference to generation of emissions and operate and maintain the same continuously so as to achieve the level of pollutants to the following standards:

a. Control Equipment:

Industry shall provide dust collector of sufficient capacity to control the emissions.

b. Standards for Stack Emissions:

- | | | |
|---------------------|---------------|------------------------|
| i) SPM/TPM | Not to exceed | 150 mg/Nm ³ |
| ii) SO ₂ | Not to exceed | ---- |

Conditions for D.G. Set

- Noise from the D.G. Set should be controlled by providing an acoustic enclosure or by treating the room acoustically.
- Industry should provide acoustic enclosure for control of noise. The acoustic enclosure / acoustic treatment of the room should be designed for minimum 25 dB (A) insertion loss or for meeting the ambient noise standards, whichever is on higher side. A suitable exhaust muffler with insertion loss of 25 dB (A) shall also be provided. The measurement of insertion loss will be done at different points at 0.5 meters from acoustic enclosure/room and then average.
- The industry shall take adequate measures for control of noise levels from its own sources within the premises in respect of noise to less than 75 dB(A) during day time and 70 dB(A) during the night time. Day time is reckoned between 6 a.m. to 10 p.m and night time is reckoned between 10 p.m to 6 a.m.

- d. Industry should make efforts to bring down noise level due to DG set, outside industrial premises, within ambient noise requirements by proper siting and control measures.
- e. Installation of DG Set must be strictly in compliance with recommendations of DG Set manufacturer.
- f. A proper routine and preventive maintenance procedure for DG set should be set and followed in consultation with the DG manufacturer which would help to prevent noise levels of DG set from deteriorating with use
- g. D.G. Set shall be operated only in case of power failure
- h. The applicant should not cause any nuisance in the surrounding area due to operation of D.G. Set.

4. The applicant shall observe the following fuel pattern:-

Sr. No.	Type Of Fuel	Quantity	UOM
1	HSD	10.0	Ltr/Hr

- (i) The applicant shall erect the chimney(s) of the following specifications:-

Sr. No.	Chimney Attached To	Height in Mtrs.
1	D.G.Set-180 KVA	2.0 mtr above roof

- (ii) The applicant shall provide ports in the chimney/(s) and facilities such as ladder, platform etc. for monitoring the air emissions and the same shall be open for inspection to/and for use of the Board's Staff. The chimney(s) vents attached to various sources of emission shall be designated by numbers such as S-1, S-2, etc. and these shall be painted/ displayed to facilitate identification.
- (iii) The industry shall take adequate measures for control of noise levels from its own sources within the premises so as to maintain ambient air quality standard in respect of noise to less than 75 dB(A) during day time and 70 dB(A) during night time. Day time is reckoned in between 6 a.m. and 10 p.m. and night time is reckoned between 10 p.m. and 6 a.m.

(vi) **Other Conditions:**

- 1) The industry should not cause any nuisance in surrounding area.
- 2) The industry should monitor stack emissions and ambient air quality regularly.

5. **CONDITIONS UNDER HAZARDOUS WASTE (MANAGEMENT, HANDLING & TRANSBOUNDARY MOVEMENT) RULES, 2008:**

- (i) The Industry shall handle hazardous wastes as specified below.

Sr. No.	Type Of Waste	Quantity	UOM	Disposal
1	---	---	---	---

- (ii) Treatment: - NIL

1. The authorization is hereby granted to operate a facility for collection, storage, transport & disposal of hazardous waste.
2. The industry should comply with the Hazardous Waste (M&H) Rules, 2003.
 - a. Whenever due to any accident or other unforeseen act or even, such emissions occur or is apprehended to occur in excess of standards laid down, such information shall be forthwith Reported to Board, concerned Police Station, office of Directorate

of Health Services, Department of Explosives, Inspectorate of Factories and Local Body. In case of failure of pollution control equipments, the production process connected to it shall be stopped.

- b. Industry shall obtain registration from CPCB as a re-refiner of Used oil having environmentally sound technology as per the provisions of Hazardous Waste (Management & Handling) Rules 1989 & Amendment Rules 2003 before commencement of production.
- c. The unit has to display and maintain the data online outside the factory main gate in Marathi & English both on a 6'x4' display board in the manner and the report of the compliance along with photograph shall be submitted to this office & concerned Regional Office/ Sub Regional Office
- d. It shall be ensured that the Hazardous waste is handled, managed & disposed of strictly in accordance with the Hazardous Waste (Management & Handling) Rules, 1989 as amended on 2003 and shown & submitted to the Board as & when asked for.

6. Industry shall comply with following additional conditions:

- i. The applicant shall maintain good housekeeping and take adequate measures for control of pollution from all sources so as not to cause nuisance to surrounding area / inhabitants.
- ii. The applicant shall bring minimum 33% of the available open land under green coverage/ tree plantation.
- iii. Solid waste - The non hazardous solid waste arising in the factory premises, sweepings, etc., be disposed of scientifically so as not to cause any nuisance/pollution. The applicant shall take necessary permissions from civic authorities for disposal to dumping ground.
- iv. The applicant shall provide for an alternate electric power source sufficient to operate all pollution control facilities installed by the applicant to maintain compliance with the terms and conditions of the consent. In the absence, the applicant shall stop, reduce or otherwise, control production to abide by terms & conditions of this consent regarding pollution levels.
- v. The applicant shall not change or alter quantity, quality, the rate of discharge, temperature or the mode of the effluent / emissions or hazardous wastes or control equipments provided for without previous written permission of the Board.
- vi. The applicant shall provide facility for collection of environmental samples and samples of trade and sewage effluents, air emissions and hazardous wastes to the Board staff at the terminal or designated points and shall pay to the Board for the services rendered in this behalf.
- vii. The applicant shall make an application for renewal of the consent at least 60 days before the date of the expiry of the consent.
- viii. The firm shall submit to this office, the 30th day of September every year, the Environmental Statement Report for the financial year ending 31st March in the prescribed Form-V as per the provisions of rule 14 of the Environment (Protection) (Second Amendment) Rules, 1992.

- ix. As inspection book shall be opened and made available to the Board's officers during their visit to the applicant.
- x. The applicant shall install a separate electric meter showing the consumption of energy for operation of domestic and industrial effluent treatment plants and air pollution control system. A register showing consumption of chemicals used for treatment shall be maintained.
- Xi. Separate drainage system shall be provided for collection of trade and sewage effluents. Terminal manholes shall be provided at the end of collection system with arrangement for measuring the flow. No effluent shall be admitted in the pipes / sewers down- stream of the terminal manholes. No effluent shall find its way other than in designed and provided collection System.
- xii. Neither storm water nor discharge from other premises shall be allowed to mix with the effluents from the factory.
7. The Board reserves the right to review, amend, suspend, revoke etc. this consent and the same shall be binding on the industry.
8. This Consent should not construed as exemption from obtaining necessary NOC/permission from any other government authorities.
9. The industry shall submit Bank Guarantee of Rs. 50000/- for operation and maintenance of pollution control equipment.
10. The Capital investment of the industry is Rs. 67.90 Lacs.

For and on behalf of the
Maharashtra Pollution Control Board



J.S. Salunkhe
Regional Officer
Pimpri Chinchwad

To,
M/s. River Residency Developers,
S. No. 90, Chikhali,
Tal-Haveli, Dist-Pune
Received Consent fee of -

Sr. No.	Amount(Rs.)	UTR NO.	Date
1	10,000.00	TXN1708001083	11/08/2017
2	15000.00	TXN1709001890	20/09/2017.

Copy submitted to :- Regional Officer Pune.

जा.क्र. पुपाम/प्रशा-१/पूररेषा/ E390

अधीक्षक अभियंता,
पुणे पाटबंधारे मंडळ,
पुणे - ४११ ०११.
दिनांक : 23/6/2006

प्रति
मा. आयुक्त,
पिंपरी चिंचवड महानगरपालिका,
पिंपरी.

विषय : इंद्रायणी नदीचे देहू ते चन्होली बंधारा दरम्यानचे पूररेषा आखणीबाबत.

संदर्भ : कार्यकारी अभियंता, पुणे पाटबंधारे विभाग, पुणे यांचे पत्र क्र. प्रशा-१/
३९९५ दि.१.७.२००६.

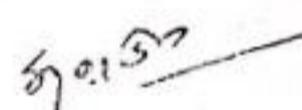
पिंपरी चिंचवड महानगरपालिकेकडून प्राप्त अनामत ठेव रकमेतून इंद्रायणी नदीचे देहू बंधारा ते चन्होली बंधारा दरम्यानचे सखोल सर्वेक्षण करून व HEC-RAS Software द्वारे संकल्पन करून नकाशावर निळी रेषा व तांबडी रेषेची पूररेषा आखणीचे काम पूर्ण करण्यात आलेले आहे. सदरचे नकाशे संदर्भिय पत्रान्वये विभागाकडून प्राप्त झालेले आहे. नकाशेची तपासणी करण्यात आलेली असून खालीलप्रमाणे आपले कार्यालयास पाठविण्यात येत आहेत.

- १) पूररेषा आखणीचे नकाशे : सोबत देहू बंधारा ते चन्होली बंधारा दरम्यानचे नदीचे गावनकाशावर पूररेषा आखणी केली असून त्यावर निळी रेषा, तांबडी रेषा गट नंबर अस्तित्वातील पूल, बंधारे व इतर महत्त्वाची ठिकाणे दर्शविलेली आहेत.
- २) नकाशे सोबत नदीचे प्रत्येक १०० मी. अंतरावरील महत्तम पूर पातळी व त्या ठिकाणची पूर दर्शविणारे प्रपत्र जोडलेले आहे.
- ३) " जलसंपदा विभागाने निळी रेषा व तांबडी रेषा ठरविताना नदीचा उपलब्ध काटछेदाचे (Cross section) अनुषंगाने निळी रेषा व तांबडी रेषा ठरविलेली आहे. त्यामुळे काटछेदामध्ये बदल झाल्यास अथवा काटछेद कमी झाल्यास निळी रेषा व तांबडी रेषेत बदल होऊ शकतो. त्यामुळे नदीच्या काटछेद कमी होणार नाही याची महानगरपालिकेने दक्षता घ्यावी.

24/07/08
लिपिक,
पिंपरी चिंचवड महानगरपालिका,
पिंपरी चिंचवड म. न. ११.

- ४) सर्वेक्षण करताना अस्तित्वातील बंधारे हिशोबात घेतलेले आहेत. तथापि, नदी प्रवाहामध्ये यापुढे काही अडथळे निर्माण झाल्यास, निळी रेषा व सांबाडी रेषेत बदल होण्याची शक्यता नाकारता येत नाही.
- ५) पूराचा संभाव्य धोका टाळण्यासाठी पूर रेषेच्या आत कोणतेही बांधकाम न होण्याचे दृष्टीने पूर रेषेची आखणी करणेबाबत शासनाने परिपत्रक क्र. एफडीडब्ल्यू-१०८९/२४३/८९ सि.व्य. (कामे) दि.२१.९.१९८९ नुसार निषिद्ध क्षेत्र (Prohibited zone) व नियंत्रित क्षेत्र (Restrictive zone) या क्षेत्राचा कोणत्या कारणास्तव वापर करावा याबाबत सूचना दिलेल्या आहेत. प्रस्तुत शासन परिपत्रकाप्रमाणे उचित कार्यवाही करावी ही विनंती सोबत पूररेषा आखणीचे नकाशे धारिका पाठविण्यात येत आहे.

सोबत : १) वरीलप्रमाणे शासन निर्णय कार्यवाहीसाठी.
२) दि. २१.९.८९


(अ.वा. सुर्वे)
अधीक्षक अभियंता
पुणे पाटबंधारे मंडळ, पुणे.

प्रत : मा. मुख्य अभियंता, जलसंपदा विभाग, पुणे यांना माहितीसाठी सादर.

प्रत : कार्यकारी अभियंता, पुणे पाटबंधारे विभाग, पुणे यांना माहितीसाठी व उचित कार्यवाहीसाठी.

प्रत : बृहत धारिका.

पु. घा. दि. २१.९.८९
श. नं.
आवक क्र.
दिनांक

फॉर्म "अ"
जागेचा परवाना
(नियम -४)
[फी करिता नियम ७ (१)]

क्र. ~~एसआर/७~~ /२०१४

सार्वजनिक मनोरंजनाच्या जागा (चित्रपटगृहाशिवाय इतर) ज्यामध्ये जलाशयातील बोटींग व्यवसायासाठी परवाना देणे व त्यावर नियंत्रण ठेवणेबाबतचे नियम २००२ यापैकी नियम ४ अन्वये प्रदान केलेल्या शक्तीचा वापर करून उपरोक्त नियमांत निर्धारित केलेल्या अटी व शर्तीस अधीन राहून रिव्हर रेसिडेन्सी डेव्हलपर्स तर्फे श्री आनंद नवरतन जैन यांना सकाळी ७-०० ते सायंकाळी ६-०० वाजेपर्यंत मौजे मौजे चिखली येथील इंद्रायणीनदीमध्ये ता.हवेली, जि.पुणे. येथील नदीमध्ये १ (एक) बोटींगचा वापर करणेस दिनांक १३/२०१४ अखेर ३१/१२/२०१४ प्राधिकृत करणारी अनुज्ञाप्ती देण्यात येत आहे. तथापि ती उपरोक्त नियमान्वये निलंबित अथवा रद्द केली जाण्यास अधीन असेल.

सविस्तर वर्णन

वेगवेगळ्या प्रकारच्या बोटींचा प्रकार	बोटींची संख्या	प्रत्येक बोटींची क्षमता
१	२	३
१) पायडल बोट	१	४ व्यक्ति (माणशी)

माझ्या सही व शिक्क्यानिशी आज दिनांक २० /०५ /२०१४

जिल्हाधिकारी कार्यालयापुणे.

दिनांक २० / ०५ /२०१४



जिल्हादंडाधिकारी पुणे

अटी व शर्ती -

अटी व शर्ती -

- १) जलाशयात बोट चालविण्यास परवाना दिल्यानंतर परवानगी दिलेल्या क्षेत्रात मंजूर केलेल्या व्यवसायासाठी सकाळी ७-०० ते ६-०० वाजेपर्यंत (सुर्योदयापासून सूर्यास्तापर्यंत) परवाना धारकांसा बोटींग व्यवसाय करता येईल.
- २) बोटिच्या (लॉचचा)होडीच्या क्षमतेएवढेच प्रवासी बसविणे बंधनकारक
- ३) प्रशिक्षित नावाडया व्यतिरिक्त अन्य कोणत्याही व्यक्तिस बोट,लॉच,होडी,चालविता येणार नाही
- ४) बुडणा-या व्यक्तिस वाचविण्याकरीता प्रत्येक बोटीमागे एक याप्रमाणे स्वतः पोहण्यात पटाईत आहे अशा व्यक्तिस सर्व वेळी जागेवर हजर ठेवण्याची जबाबदारी परवानाधारकांची राहिल.
- ५) प्रत्येक बोटीवर/लॉचवर प्राण वाचविण्यासाठी लाईफ जॅकेट्स सारखी साधने पुरेशा प्रमाणात ठेवणे आवश्यक आहे.
- ६) पोट-नियम क्र.३ व ४ मधील व्यक्तिके नांव व पत्ते संबंधित परवानाधारकाने लायसन्स प्राधिका-यांना लेखी कळविणे आवश्यक आहे.
- ७) प्रत्येक बोटीस /लॉचसाठी रु.१०००/- परवाना फी आकारणेत येईल.

परवाना नुतनीकरणांबातचा तपशिल परवाना अटी व शर्तीना अधीन राहून

नुतनीकरणाचा दिनांक	परवाना नुतनीकरणाचा अखेरचा दिनांक	लायसन्स प्राधिकारी यांची स्वाक्षरी
३१ डिसेंबर २०१४	नविन	

११/१०/१५ ते ३१/१२/२०१५

Renewal Fee Rs. २५०/-
Pay by Chalter No. ५४९६
...Renewed for
११/१०/१५ up to ३१/१२/२०१५

Addl. Dist. Magistrate
Pune

दिनांक ३१/०१/२०१६ ते ३१/१२/२०१६

Renewal Fee Rs. २५०/-
Pay by Chalter No. ५४७०७०५
...Renewed for
३१/१२/२०१५ up to ३१/१२/२०१६

Addl. Dist. Magistrate, Pune

फॉर्म "ब"

कार्यक्रम परवाना

(नियम -५)

[फी करिता नियम ७ (२)]

क्रमांक एचआर/११/२०१४

सार्वजनिक मनोरंजनाच्या जागा (चित्रपटगृहाशिवाय इतर) ज्यामध्ये जलाशयातील बोटींग व्यवसायासाठी परवाना देणे व त्यावर नियंत्रण ठेवणेबाबतचे नियम २००२ यापैकी नियम ५ अन्वये प्रदान केलेल्या शक्तीचा वापर करुन उपरोक्त नियमांत निर्धारित केलेल्या अटी व शर्तीस अधीन राहून रिक्टर रेसिडेन्सी डेव्हलपर्स तर्फे श्री आनंद नवरतन जैन यांना सकाळी ७-०० ते सायंकाळी ६-०० वाजेपर्यंत मौजे चिखली येथील इंद्रायणीनदीमध्ये ता. हवेली, जि. पुणे १ बोट वापर करणेस दिनांक /०३/२०१४ अखेर ३१/१२/२०१४ प्राधिकृत करणारी अनुज्ञाप्ती देण्यात येत आहे. तथापि ती उपरोक्त नियमान्वये निलंबित अथवा रद्द केली जाण्यास अधीन असेल.



जिल्हादंडाधिकारी पुणे

जिल्हाधिकारी कार्यालय पुणे.
माझ्या सही व शिक्क्यानिशी
आज दिनांक २० /०५/२०१४

अटी व शर्ती-

- १) जलाशयात बोट चालविण्यास परवाना दिल्यानंतर परवानगी दिलेल्या क्षेत्रात मंजूर केलेल्या व्यवसायासाठी सकाळी ७-०० ते ६-०० वाजेपर्यंत (सुर्योदयापासून ते सूर्यास्तापर्यंत) परवाना धारकांसा बोटींग व्यवसाय करता येईल.
- २) बोटिच्या (लॉचचा)होडीच्या क्षमतेएवढेच प्रवासी बसविणे बंधनकारक
- ३) प्रशिक्षित नावाडया व्यतिरिक्त अन्य कोणत्याही व्यक्तिस बोट,लॉच,होडी,चालविता येणार नाही
- ४) बुडणा-या व्यक्तिस वाचविण्याकरीता प्रत्येक बोटीमागे एक याप्रमाणे स्वतः पोहण्यात पटाईत आहे अशा व्यक्तिस सर्व वेळी जागेवर हजर ठेवण्याची जबाबदारी परवानाधारकांची राहिल.
- ५) प्रत्येक बोटीवर/लॉचवर प्राण वाचविण्यासाठी लाईफ जॅकेट्स सारखी साधने पुरेशा प्रमाणात ठेवणे आवश्यक आहे.
- ६) पोट-नियम क्रं.३ व ४ मधील व्यक्तिके नांव व पत्ते संबंधित परवानाधारकांने लायसन्स प्राधिका-यांना लेखी कळविणे आवश्यक आहे.
- ७) प्रत्येक बोटीस /लॉचसाठी रु.२५० परवाना फी आकारणेत येईल.

परवाना नुतनीकरणांबातचा तपशिल परवाना अटी व शर्तीना अधीन राहून

नुतनीकरणाचा दिनांक	परवाना नुतनीकरणाचा अखेरचा दिनांक	लायसन्स प्राधिकारी यांची स्वाक्षरी
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३१ डिसेंबर २०१४

बसविले

११/१२/२०१५ ते ३१/१२/२०१५

Renewal Fee Rs. 100/-

Pay by Chalan No. 8496

Renewed for
11/12/2015 up to 31/12/2015

Addl. Dist. Magistrate
Pune

Renewal Fee Rs. 100/-

Pay by Chalan No. 5770705

Renewed for
11/12/2015 up to 31/12/2016

Addl. Dist. Magistrate, Pune

३१/१२/२०१६ ते ३१/१२/२०१६

फॉर्म "क"

तिकीट विक्री परवाना

(नियम -६)

जलाशयामध्ये बोटीगसाठी किंवा प्रवासासाठी बोटीमध्ये /लॉचमध्ये प्रवेश मिळविण्यासाठी लागणारी तिकीटे किंवा पास किंवा प्रवेशाचा अधिकार मिळवून देणारा इतर पुरावा विकण्यासाठी किंवा विक्री ठेवण्यासाठी किंवा विक्री करता देऊ करण्यासाठी खुली करण्यासाठी अनुज्ञाप्ती.

[फी करिता नियम ७ (३)]

क्र. एअर ११/२०१४

सार्वजनिक मनोरंजनाच्या जागा (चित्रपटगृहाशिवाय इतर) ज्यामध्ये जलाशयातील बोटींग व्यवसायासाठी परवाना देणे व त्यावर नियंत्रण ठेवणेबाबतचे नियम २००२ यापैकी नियम ६ अन्वये प्रदान केलेल्या शक्तीचा वापर करून उपरोक्त नियमांत निर्धारित केलेल्या अटी व शर्तीस अधीन रिक्टर रेसिडेन्सी डेव्हलपर्स तर्फे श्री आनंद नवरतन जैन यांना सकाळी ७-०० ते सायंकाळी ६-०० वाजेपर्यंत मौजे चिखली येथील इंद्रायणी नदीमध्ये ता. हवेली, जि.पुणे येथे प्रवेशांसाठी (नदीमध्ये) बोटीगसाठी किंवा प्रवाशांसाठी बोटींगमध्ये अथवा लॉचसाठी प्रवेश मिळविण्यासाठी लागणारी तिकीटे किंवा पास किंवा प्रवेशाचा अधिकार मिळवून देणारा इतर पुरावा विकण्यासाठी किंवा विक्रीस ठेवण्यासाठी किंवा विक्रीकरीता किंवा विक्रीकरीता देऊ करण्यासाठी किंवा खुली करण्यासाठी याद्वारे अनुज्ञाप्ती देण्यात येत आहे.

२. अनुज्ञाप्तीधारकाने बोटींगच्या ठिकाणी (जलाशयातील) व प्रवेश मिळविण्यासाठी लागणारी तिकीटे पास किंवा प्रवेशाचा अधिकार मिळवून देणारा इतर पुरावा फक्त खालील ठिकाणी विकावा, विक्रीकरिता देऊ करावा, ठेवावा किंवा खुला करावा.

(१)-----

(२)-----

(३)-----

३. ही अनुज्ञाप्ती दिनांक २०/०५/२०१४ पर्यंत वैध आहे आणि त्याकरिता फी रुपये २५०/-

अनुज्ञाप्तीधारकाकडून आकारणेत येईल.

४. ही अनुज्ञप्ती उपरोक्त नियमांच्या अटी व शक्तींना अधीन राहून दिली किंवा नुतनीकरण केले आहे मात्र उपरोक्त नियमांच्या कोणत्याही उपबंधाच्या भंग केल्यास निलंबित अथवा रद्द केली जाण्यास अधीन असेल तसेच मुंबई पोलिस अधिनियम १९५१ मधील कलम १३१ अन्वये शिक्षेस पात्र असेल.

तथापि ती उपरोक्त नियमान्वये निलंबित अथवा रद्द केली जाण्यास अधीन असेल.

माझ्या सही व शिक्क्यानिशी आज दिनांक २० /०५/२०१४

जिल्हाधिकारी कार्यालयापुणे.

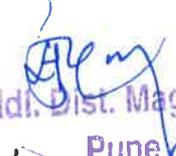
दि. /०३/२०१४




जिल्हादंडाधिकारी पुणे

दिनांक ११/१२/२०१५ ते ३१/१२/२०१५

Renewal Fee Rs. 100/-
Pay by Chalan No. 0495
Renewed for
11/12/2015 up to 31/12/2015


Addl. Dist. Magistrate
Pune


18/12

दिनांक 1/11/2016 ते 31/12/2016

Renewal Fee Rs. 100/-
Pay by Chalan No. 5770705
Renewed for
1/11/2016 up to 31/12/2016


Addl. Dist Magistrate, Pune


B.M.U.

VIKAS ACHALKAR
Architect

ARCHITECTS, PLANNERS
URBAN DESIGNERS

15th December 2021

TO WHOM SOEVER IT MAY CONCERN

CLIENT NAME : M/S RIVER RESIDENCY DEVELOPERS

PROJECT NAME: RIVER RESIDENCY

SITE ADDRESS : Gat. NO. 90(P), 75(P), VILLAGE- CHIKHALI, TAL-HAVELI, DIST- PUNE

We hereby state that for our Project "River Residency" at Gat No. 90(P), 75(P), Village Chikhali, Taluka- Haveli, Dist. - Pune, State - Maharashtra ,we have obtained Environmental Clearance vide letter no. SEIAA-EC-0000000574 on 3rd January 2019 for plot area of 2, 32,584.00 sq.mt. (FSI Area 1, 34,802.99 sq.mt. + Non FSI Area 1, 09,448.75 sq.mt.) & Total Construction Area **2, 44,251.74** sq.mt.

Revised IOD Sanctioned vide no. B.P.ENV.CHKHALI-01-2018 on dated-15.05.2018 for plot area of 2, 32,584.00 sq. mt., FSI area **1, 34,802.99** sq.mt. Non FSI area **1, 09,448.75** sq.mt. & Total Construction Area **2, 44,251.74** sq.mt. Building Permission Sanctioned vide no.B.P.CHIKHALI.130.2017 on dated 30.12.2017.

Construction Area Statement is given below:-

	Sr. No	Building Type	No Of Floor Constructed	FSI Area	Non FSI Area	Construction Area	Remark
Phase I	1	A -Type	P+12	5,676.71	4,161.46	9,838.17	completed
	2	B- Type	P+12	5,526.78	3,834.50	9,361.28	completed
	3	C- Type	P+12	5,525.49	3,835.80	9,361.29	completed
	4	D-Type	P+12	8,355.47	6,363.18	14,718.65	completed
	5	E-Type	P+12	5,675.44	4,153.04	9,828.48	completed
	6	F-Type	P+12	5,675.44	4,153.04	9,828.48	completed
	7	G-Type	P+12	3783.14	2,554.12	6,337.26	completed
	8	H-Type	P+12	3783.14	2,553.68	6,336.82	completed
	9	I-Type	P+12	3783.14	2,554.12	6,337.26	completed
	10	J-Type	P+12	3783.14	2,553.68	6,336.82	completed
	11	K-Type	P+12	3783.14	2,554.12	6,337.26	completed
	12	L-Type	P+12	3783.14	2,553.68	6,336.82	completed
	13	M-TYPE	P+12	5674.82	4,164.96	9,839.78	completed
	14	Club House 1	G+01	0.00	456.39	456.39	completed
	-Total constructed building areas on site			64,808.99	46,445.77	1,11,254.76	
Phase II	15	A16 ABC-Type (Comm.)	Ground	551.14	551.14	1,102.28	completed
	16	A16 A-Type	P+11	3720.05	3,062.85	6,782.90	completed
	17	A16 B-Type	P+11	3384.40	2,893.86	6,278.26	completed
	18	A16 C-Type	P+11	3,721.11	3,018.11	6,739.22	completed
	Total constructed building areas on site			11,376.70	9,525.96	20,902.66	

Page 01 Of 02

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VIKAS ACHALKAR

Architect

ARCHITECTS, PLANNERS

URBAN DESIGNERS

Phase III	19	A17-Type (Comm.)	Ground	233.14	233.14	466.28	completed
	20	A17-Type (Resi.)	P+11	3,494.08	2,916.69	6,410.77	completed
	Total constructed building areas on site			3,727.22	3,149.83	6,877.05	
Phase IV	21	N1-Type	P+12	4993.24	3,429.03	8,422.27	completed
	22	N2-Type	P+12	4993.24	3,429.03	8,422.27	completed
	23	P-Type	P+12	4,519.44	3,212.29	7,731.73	completed
	24	Q-Type	P+12	3643.71	2,730.41	6,374.12	completed
	25	R-Type	P+12	3643.67	2,730.55	6,374.22	completed
	26	S-Type	P+12	4,693.79	2,463.32	7157.11	completed
	27	N4-Type (P+12)	P+09	4,485.04	2,684.79	7169.83	(P+09) completed
	28	Club house 2	-	-	203.48	203.48	completed
	Total constructed building areas on site			30,972.13	20,882.90	51,855.03	completed
Total constructed Common service & Parking areas on site (Ph.-I,II,III,IV part)				-	8,674.11	8,674.11	
Proposed Phase IV	31	N4-Type(P+12)	N4-Type (10 th To 12 th Floor)	1,536.45	684.71	2,221.16	(10 th To 12 th Floor) Pending
	32	N3-Type	P+12	5,363.08	3,184.05	8,547.13	Not yet started
	33	T-Type	P+12	5,290.19	3,165.41	8,455.60	Not yet started
	34	U-Type	P+12	6,697.98	4,278.33	10,976.31	Not yet started
	35	V-Type	P+12	5030.25	2,832.46	7,862.71	Not yet started
	36	Club house3	-	-	53.98	53.98	Not yet started
Total proposed Building areas on site				23,917.95	14,198.94	38,116.89	
Total proposed Common service & Parking areas on site (Ph.-IV Remaining)				-	6,571.24	6,571.24	
Grand Total				1,34,802.99	1,09,448.75	2,44,251.74	

Further, we inform you that total completed constructed area is as on date 15.12.2021 is **1, 99,563.61** sq.mt.

This is for your information & record.

Thanking you,

AR. VIKAS ACHALKAR



Disclaimer: This information is issued by M/S. Vikas Achalkar Associates, a firm through its proprietor Ar. Vikas Achalkar on request of promoter & Developers as mentioned above. This report is prepared by the company on the reports submitted by the subordinates, documents & information provided by promoters & Developers, and is prepared and issued without prejudice, as a technical information, issued by the Architect on request. The Company or the Architect is no way concerned with the issues or disputes if any arising out of the information provide, except the facts given in the report on the technical knowledge and expertise of the Architect. While every effort to check the documents of Building mentioned in this report is done, provided with no warranties whether expressed, statutory of implied. The information and the matter in this report are given in reliance of the oral or written report /documents / information received from client or his representative / M/S Vikas Achalkar Associates and its staff shall not be held responsible for errors performed by client or his representative / subordinate and shall not be involved in any dispute arising out of this report. The building name / number of the flat name / number is as per the latest sanction plan which is subject to change on the Client's discretion. These details are based on action plans. Any changes done on site are not incorporated

Page 01 Of 02

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- वाचले:-१) श्री दिलीप मोतीलाल चोरडीया व इतर तर्फे कु.मु.श्री ईश्वर चंदुलालजी परमार,
रा. सी.विंग परमार ट्रेड सेंटर, १२ कॅनॉट यांचा दिनांक २५/०१/२०११
रोजीचा अर्ज
- २) मा.आयुक्त, पुणे विभाग पुणे यांचेकडील परिपत्रक क्रमांक मह-२२/ जमिन/जनरल/
आरआर/७७२/०३ दिनांक २२/९/२००३
- ३) पिंपरी चिंचवड महानगर पालिका यांनी त्यांचेकडील क्र बीपी/लेआऊट/चिखली/२/-
२०१० दिनांक २४/२/२०११
- ४) पर्यावरण विभागाकडील पत्र क्र. इएनव्ही-२०१०/प्र.क्र.१४४/ता.क३ दिनांक ५/२/२०११

जिल्हाधिकारी कार्यालय पुणे
महसूल शाखा
क्र.पमअ/एनए/एसआर/८७२/१०
पुणे १ दि. १८/५/२०११

विषय:- अकृषिक परवानगी

मौजे चिखली ता. हवेली जि. पुणे येथील ग.नं.
९०पै. मधील ९०८९९-०५ चौ.मी.
निवासी प्रयोजनार्थ अकृषिक परवानगी देणेबाबत.

आदेश

श्री दिलीप मोतीलाल चोरडीया व इतर तर्फे कु.मु.श्री ईश्वर चंदुलालजी परमार यांनी दिनांक २५/१/२०११ रोजी विषयांकित जमीनीसाठी निवासी प्रयोजनार्थ अकृषिक परवानगी मिळणेकामी या कार्यालाकडे विनंती अर्ज केला आहे.

मौजे चिखली ता. हवेली जि. पुणे येथील खालील वर्णनाची जमीन श्री दिलीप मोतीलाल चोरडीया व इतर यांचे नावे खालील प्रमाणे हक्कनॉदणीस दाखल आहे.

जमिन मालकाचे नांव	ग.न.	बिनशेती करावयाचे क्षेत्र चौ.मी.
दिलीप मोतीलाल चोरडीया	९०. पै	३४०००-००
मे.विजया लक्ष्मी डेव्हलपर्स तर्फे शांतीलाल मोहनलाल कंवार दिलीप मोतीलाल चोरडीया	९०पै	६५५००-००
दिलीप मोतीलाल चोरडीया	९०पै	४९५००-००
शांतीलाल मोहनलाल कंवार दिलीप मोतीलाल चोरडीया किशोर मदनलाल जैन विजयालक्ष्मी डेव्हलपर्स	९०पै	७४०००-००
हक्क नॉदणी प्रमाणे जमिनीचे एकुण क्षेत्र		२९५०००-००

अर्जदार यांनी अर्जासोबत सादर केलेल्या सर्व हक्कनॉद उतारे, वन विभागाकडील राखीव वनाची यादी, तहसिलदार हवेली यांचा दाखला व कार्यालयाकडील ऑनलिनेशन रजिस्टर मधील नोंदी यावरून असे दिसून येते की,

- विषयांकित जमीनीचे मालकांनी अर्जदार यांना कुलमुखत्यारपत्राद्वारे अधिकार दिलेले आहेत.
- या कार्यालयातील उपलब्ध ऑनलिनेशन रजिस्टर मधील नोंदी पहाता प्रस्तुत जमीन ही जमीन वतन/इनाम नसलेचे दिसून येते.
- वनसंरक्षक पुणे विभाग त्यांनी या कार्यालयास दिनांक १४/५/२००९ रोजी सादर केलेली यादी तपासली असता प्रस्तुत क्षेत्र राखीव किंवा खाजगी वन संज्ञेत येत नाही.

Pcmc.Na

४. तहसिलदार हवेली यांनी त्यांचेकडील दिनांक ४/८/२०१० रोजीच्या स्थळपाहणी दाखल्यावरून प्रस्तावित क्षेत्रातून उच्च दाबाची वाहिनी जात नाही. तसेच अर्जदार यांनी परवानगीपूर्व अकृषिक वापर सुरु केलेला नाही.

५. विषयाकीत क्षेत्रासाठीचे युएलसी कायदयानुसारचे शपथपत्र/बंधपत्र सादर केले आहे.
६. सदर जमीन पिंपरी चिंचवड महानगर पालिका क्षेत्रात असून नियोजित बांधकामाचा आराखडे पिंपरी चिंचवड महानगर पालिका यांचेकडील कमेन्समेंट सर्टीफिकेट क्रं बीपी/लेआऊट/चिखली/२/२०१०-दि. २४/२/२०११ अन्वये मंजूर करून बांधकाम सुरु करणेचा दाखला देणेत आलेला आहे.

मा.विभागीय आयुक्त, पुणे विभाग पुणे यांचेकडील परिपत्रक क्रं.मह-२/जमीन/जनरल/आरआर/७७२/२००३, दिनांक २२.९.२००३ मधील तरतुदीनुसार विहित नमुन्यात अर्जदार यांनी प्रतिज्ञापत्र व क्षतिपत्र दाखल केले आहे. सदर प्रतिज्ञापत्रात विषयांकीत जमीनीचे बाबत खालील नमुद केलेल्या कोणत्याही कायदयाच्या तरतुदीचा भंग झालेला नाही असे विशद केले आहे.

१. मुंबई कुळ वहिवाट व शेतजमीन अधिनियम १९४८

२. महाराष्ट्र जमीन महसुल अधिनियम १९६६-

३. महाराष्ट्र शेत जमीन, जमीन धारण कायदा कमाल मर्यादा अधिनियम १९७६

४. इनाम जमीनी खालसा करण्यासाठीचे निर्गमित केलेले विविध कायदे

५. मुंबई तुकडे पाडण्यास प्रतिबंध करणे व जमीन एकत्रीकरण करणे अधिनियम १९४७

६. महाराष्ट्र अनुसूचित जमातींच्या जमीनी प्रत्यार्पित करणे अधिनियम १९७४

७. महाराष्ट्र खाजगी वने भूसंपादन अधिनियम १९७५

८. नागरी जमीन कमाल धारणा अधिनियम १९७६

९. महाराष्ट्र प्रकल्पबाधित व्यक्तिके पुनर्वसन अधिनियम १९८६

उपरोक्त नमुद कायदयातील तरतुदीचा भंग होत नसलेचे तसेच विषयंकीत जमीन वर्ग २ पैकी नसलेचे प्रतिज्ञापत्रात नमुद केलेले आहे.

निवासी प्रयोजनार्थ रु.०-७०८/- प्रती वर्षी चौ.मी. या दराने बिनशेती करावयाच्या क्षेत्रावरील वार्षिक आकारणी रु. ६४३५७/-, रुपांतरीत कर रु. ३२९७८५/- एकुण रक्कम रुपये ३८६९४२/- दिनांक १३/५/२०११ रोजी शासकीय कोषागारात जमा केली आहे. तसेच मोजणी फी रक्कम रुपये ९२,०००/- दिनांक १४/५/२०११ रोजी जमा करून चलन सादर केलेले आहे.

वरील परिस्थिती विचारात घेता, अर्जदार यांना निवासी प्रयोजनासाठी अकृषिक परवानगी देण्यास हरकत नाही. म्हणून, महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ व त्याखालील नियमानुसार जिल्हाधिकारी, पुणे यांना प्रदान करणेत आलेल्या शक्तीनुसार मी, जिल्हाधिकारी पुणे, श्री दिलीप मोतीलाल चोरडीया व इतर तर्फे कु.मु.श्री ईश्वर चंदुलालजी परमार यांस खालील जमिनीमधील १२४०००-०० चौ.मी. क्षेत्रापैकी रस्त्याखालील २४३६७-०६ चौ.मी., आरक्षणाखालील क्षेत्र ८७३३-८९ चौ.मी. क्षेत्र वजा जाता उर्वरित ९०८९९-०५ चौ.मी. क्षेत्रावर निवासी वापरासाठी खालील अटी व शर्तीवर अकृषिक परवानगी देत आहे.

गावाचे नांव	ग. नं	क्षेत्र (चौ.मी.)
चिखली ता.हवेली	९०पै	१२४०००-००
	एकुण	१२४०००-००
	रेखांकन मंजूर केलेले क्षेत्र	१२४०००-००
	(-) रस्त्याखालील क्षेत्र	२४३६७-०६
	(-) आरक्षणाखालील क्षेत्र	८७३३-८९
	निवासी वापरासाठीचे क्षेत्र	९०८९९-०५

अटी व शर्ती

१. प्रस्तावातील रेखांकनाचे एकूण क्षेत्र १२४०००-०० चौ.मी.आहे. या आदेशाने मंजुरी दिलेले प्रस्तावित बांधकामाचे क्षेत्र १३४८४-७५ चौ.मी. आहे. प्रस्तुत प्रकरणी भविष्यात या रेखांकनातील एकूण बांधकाम क्षेत्र सुधारित मंजुरीद्वारा (built up area) २०,००० चौ.मी. पेक्षा जास्त होत असल्यास, त्याबाबत पर्यावरण विभागाची अनुमती घेणे बंधनकारक राहिल. तसेच या प्रकरणी महाराष्ट्र नियंत्रण मंडळाचे प्रकल्प स्थापनेचे प्रमाणपत्र व प्रकल्प सुरु करण्याचे प्रमाणपत्र घेतल्याशिवाय पुढील बांधकाम करता येणार नाही.

२. सदरची परवानगी महाराष्ट्र जमीन महसुल अधिनियम १९६६ व त्याखालील नियमान्वये देणेत येत आहे.

३. अर्जदार यांनी जमीनीचा वापर त्यावरील इमारतीसह ज्या कारणासाठी परवानगी दिली आहे त्या कारणासाठीच करावा. जमीनीचा वापर अन्य कारणासाठी जिल्हाधिकारी यांचे परवानगी शिवाय करू नये.

४. जमीनीचा अकृषिक वापर या आदेशाचे दिनांकापासून सुरु झाला असे समजणेत येत आहे.

५. अर्जदार यांनी इमारतीचे बांधकाम पिंपरी चिंचवड पालिका यांचेकडील पत्र क्रं बीपी/लेआऊट/चिखली/२/२०११ दिनांक २४/२/२०१० अन्वये मंजूर केलेल्या रेखांकन/इमारत नकाशाप्रमाणे केले पाहिजे व त्यामध्ये कोणत्याही प्रकारचा फेरबदल सक्षम प्राधिकाऱ्यांच्या परवानगी शिवाय करू नये.

६. अर्जदार यांनी प्रतिवर्षी निवासी प्रयोजनासाठी रु.०-७०८/- प्रती चौ.मी. या दराने रु.६४३५७/- अकृषिक सारा शासनास भरावा. सदर आकारणी तात्पुरत्या स्वरूपाची असून दिनांक १/८/२००६ ते ३१/७/२०११ या कालावधीसाठी अकृषिक प्रमाणदर अंमलात आल्यानंतर फरकाची रक्कम असलेस ती शासनास जमा करणे अर्जदार यांचेवर बंधनकारक राहिल.

७. सदरची अकृषिक परवानगी नागरी जमीन कमाल धारणा कायदा १९७६, मुंबई शेतजमीन व कुळकायदा १९४८, महाराष्ट्र ग्रामपंचायत कायदा, महानगरपालिका कायद्याचे तरतुदीस पात्र राहून देणेत आली आहे.

८. सदरच्या आदेशातील अकृषिक क्षेत्र व अकृषिक सारा यामध्ये तालुका निरीक्षक भूमी अभिलेख हवेली यांचेकडून प्रत्यक्ष मोजणी नंतर जो फेरबदल होईल तो करण्यास पात्र राहिल.

९. अर्जदार यांनी महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व अकृषिक आकारणी) नियम १९६९ चे परिशिष्ट ४ व ५ मधील सर्व अटी व शर्तीचा उल्लेख करून सनद करून घ्यावी.

१०. सदर आदेशातील अटी व शर्तीचा भंग केल्यास अर्जदार महाराष्ट्र जमीन महसुल अधिनियम १९६६ व त्याखालील नियमानुसार दंडास पात्र राहिल तसेच दिलेली अकृषिक परवानगी रद्द समजणेत येईल.

११. अर्जदार यांनी सादर केलेली कोणतीही माहिती तसेच प्रतिज्ञापत्रात नमुद केलेली बाब अथवा कागदपत्रे ही चुकीची अथवा दिशाभूल करणारी आढळल्यास प्रस्तुतची परवानगी रद्द समजणेत येईल.

(विकास देशमुख)
जिल्हाधिकारी पुणे

प्रति,

श्री दिलीप मोतीलाल चोरडीया व इतर तर्फे
कु.मु.श्री ईश्वर चंदुलालजी परमार,
रा. सी.विंग परमार ट्रेड सेंटर, १२ कॅनॉट
रोड पुणे

Pcmc.Na





जिल्हाधिकारी कार्यालय पुणे
(महसूल शाखा) क्र.

क्र. PCMC/NOC/SR/०९/२०१७.

पुणे, दिनांक: २५/०६/२०२०.

प्रति,

श्री. दिलीप मोतीलाल चोरडीया व इतर तर्फे कुमु. धारक

ईश्वर चंदुलाल परमार

रा. सी. विंग परमार ट्रेड सेंटर १२, कॅनॉट रोड, साधु वासवानी चौक, पुणे ४११००१

विषय :- ना हरकत प्रमाणपत्र मिळणेबाबत.

मौजे चिखली, ता. हवेली जि. पुणे येथील जमीन ग.नं ९० पै., मधील रेखांकनात समाविष्ट केलेले १३१०००.०० चौ.मी. क्षेत्रापैकी रस्त्याखालील क्षेत्र २५२०७.३० चौ.मी. इतर आरक्षणाखालील ८७३३.८९ चौ.मी. असे एकूण ३३९४१.१९ चौ.मी क्षेत्र वजा जाता ९७०५८.८१ चौ.मी क्षेत्रापैकी पुर्व अकृषिक परवानगी दिलेले ९०८९९.०५ चौ.मी क्षेत्र वजा जाता उर्वरीत ६१५९.७६ चौ.मी क्षेत्रापैकी ६१४२.४८ चौ.मी निवासी प्रयोजनार्थ व १७.२८ चौ.मी क्षेत्रास वाणिज्य प्रयोजनार्थ वापर बदलासह महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ (ब) नुसार जमिनीचे वापरातील बदलास ना-हरकत प्रमाणपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि.०९/०८/२०१७ रोजी केलेला अर्ज.

२) या कार्यालयाकडील दि. १८/०९/२०१७ रोजीचे पत्र

महाशय,

मौजे चिखली, ता. हवेली जि. पुणे येथील जमीन ग.नं ९० पै., मधील रेखांकनात समाविष्ट केलेले १३१०००.०० चौ.मी. क्षेत्रापैकी रस्त्याखालील क्षेत्र २५२०७.३० चौ.मी. इतर आरक्षणाखालील ८७३३.८९ चौ.मी. असे एकूण ३३९४१.१९ चौ.मी क्षेत्र वजा जाता ९७०५८.८१ चौ.मी क्षेत्रापैकी पुर्व अकृषिक परवानगी दिलेले ९०८९९.०५ चौ.मी क्षेत्र वजा जाता उर्वरीत ६१५९.७६ चौ.मी क्षेत्रापैकी ६१४२.४८ चौ.मी निवासी प्रयोजनार्थ व १७.२८ चौ.मी क्षेत्रास वाणिज्य प्रयोजनार्थ वापर बदलासह महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ (ब) नुसार जमिनीचे वापरातील बदलास ना-हरकत प्रमाणपत्र मिळणेबाबत अर्ज दाखल केलेला आहे.

त्याअनुषंगाने कळविणेत येते की, विषयांकित जमिन ही वतनाची असल्याने शेतीचे जमिनीचे बिगरशेतीमध्ये रुपांतर करणेकामी खालीलप्रमाणे कराची रक्कम तसेच एक वर्षाचा आगाऊबिनशेतसारा व त्यावरील लोकल फंड व लोकल सैसची व नजराणा रक्कम (GRAS) प्रणालीद्वारे शासकिय तिजोरीत जमा करणेबाबत संदर्भिय पत्र क्र. २ अन्वये कळविणेत आलेले होते. तथापि दोन वर्षाचा कालावधी होऊनही अदयाप चलन शासनजमा केलेबाबतची प्रत या कार्यालयास सादर केलेली नाही. चलनाची रक्कम शासनजमा केलेनंतर या कार्यालयाकडून ना-हरकत प्रमाणपत्र मिळालेनंतर संबंधित महानगरपालिकेकडून विकासाची परवानगी घ्यावी. विकासाची परवानगी घेतलेनंतर महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ अ (४) (अ) प्रमाणे या कार्यालयास सनद मिळणेकामी अर्ज करावा.

123
6/17

अक्र	तपशील	निवासी	वाणिज्य
१	बिगरशेती आकारणी क्षेत्र (चौ.मी.)	६१४२.४८	१७.२८
२	बिनशेती आकारणीचा दर (प्रति चौ.मी.)	०.७०८	१.४१६
३	बिनशेती करावयाच्या क्षेत्रावरील वार्षिक आकारणी	४३४९.००	२५.००
४	रुपांतरीत कराची आकारणी	२१७४५.००	१२५.००
५	वसूल करावयाची एकूण रक्कम रुपये	२६०९४.००	१५०.००
६	एकंदर रक्कम रुपये	२६२४४.००	

मा. जिल्हाधिकारीसा.े.
यांचे मान्यतेने

(विवेक भाधव)
तहसिलदार महसुल
जिल्हाधिकारी कार्यालय पुणे

N. A. ORDER



जिल्हाधिकारी कार्यालय पुणे
(महसूल शाखा) क्र.

क्र. PCMC/NOC/SR/०९/२०१७.

पुणे, दिनांक: २५/०६/२०२०.

प्रति,

श्री. दिलीप मोतीलाल चोरडीया व इतर तर्फे कुमु. धारक

ईश्वर चंदुलाल परमार

रा. सी. विंग परमार ट्रेड सेंटर १२, कॅनॉट रोड, साधु वासवानी चौक, पुणे ४११००९

विषय :- ना हरकत प्रमाणपत्र मिळणेबाबत.

मौजे चिखली, ता. हवेली जि. पुणे येथील जमीन ग.नं ९० पै., मधील रेखांकनात समाविष्ट केलेले १३१०००.०० चौ.मी. क्षेत्रापैकी रस्त्याखालील क्षेत्र २५२०७.३० चौ. मी, इतर आरक्षणाखालील ८७३३.८९ चौ.मी असे एकूण ३३९४१.१९ चौ.मी क्षेत्र वजा जाता ९७०५८.८१ चौ. मी क्षेत्रापैकी पुर्व अकृषिक परवानगी दिलेले ९०८९९.०५ चौ.मी क्षेत्र वजा जाता उर्वरीत ६१५९.७६ चौ.मी क्षेत्रापैकी ६१४२.४८ चौ.मी निवासी प्रयोजनार्थ व १७.२८ चौ.मी क्षेत्रास वाणिज्य प्रयोजनार्थ वापर बदलासह महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ (ब) नुसार जमिनीचे वापरातील बदलास ना-हरकत प्रमाणपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि.०९/०८/२०१७ रोजी केलेला अर्ज.

२) या कार्यालयाकडील दि. १८/०९/२०१७ रोजीचे पत्र

महाशय,

मौजे चिखली, ता. हवेली जि. पुणे येथील जमीन ग.नं ९० पै., मधील रेखांकनात समाविष्ट केलेले १३१०००.०० चौ.मी. क्षेत्रापैकी रस्त्याखालील क्षेत्र २५२०७.३० चौ. मी, इतर आरक्षणाखालील ८७३३.८९ चौ.मी असे एकूण ३३९४१.१९ चौ.मी क्षेत्र वजा जाता ९७०५८.८१ चौ. मी क्षेत्रापैकी पुर्व अकृषिक परवानगी दिलेले ९०८९९.०५ चौ.मी क्षेत्र वजा जाता उर्वरीत ६१५९.७६ चौ.मी क्षेत्रापैकी ६१४२.४८ चौ.मी निवासी प्रयोजनार्थ व १७.२८ चौ.मी क्षेत्रास वाणिज्य प्रयोजनार्थ वापर बदलासह महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ (ब) नुसार जमिनीचे वापरातील बदलास ना-हरकत प्रमाणपत्र मिळणेबाबत अर्ज दाखल केलेला आहे.

त्याअनुषंगाने कळविणेत येते की, विषयांकित जमिन ही वतनाची असल्याने शेतीचे जमिनीचे बिगरशेतीमध्ये रूपांतर करणेकामी खालीलप्रमाणे कराची रक्कम तसेच एक वर्षाचा आगाऊबिनशेतसारा व त्यावरील लोकल फंड व लोकल सेसची व नजराणा रक्कम (GRAS) प्रणालीद्वारे शासकिय तिजोरीत जमा करणेबाबत संदर्भिय पत्र क्र. २ अन्वये कळविणेत आलेले होते. तथापि दोन वर्षाचा कालावधी होऊनही अद्याप चलन शासनजमा केलेबाबतची प्रत या कार्यालयास सादर केलेली नाही. चलनाची रक्कम शासनजमा केलेनंतर या कार्यालयाकडून ना-हरकत प्रमाणपत्र मिळालेनंतर संबंधित महानगरपालिकेकडून विकासाची परवानगी घ्यावी. विकासाची परवानगी घेतलेनंतर महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ अ (४) (अ) प्रमाणे या कार्यालयास सनद मिळणेकामी अर्ज करावा.

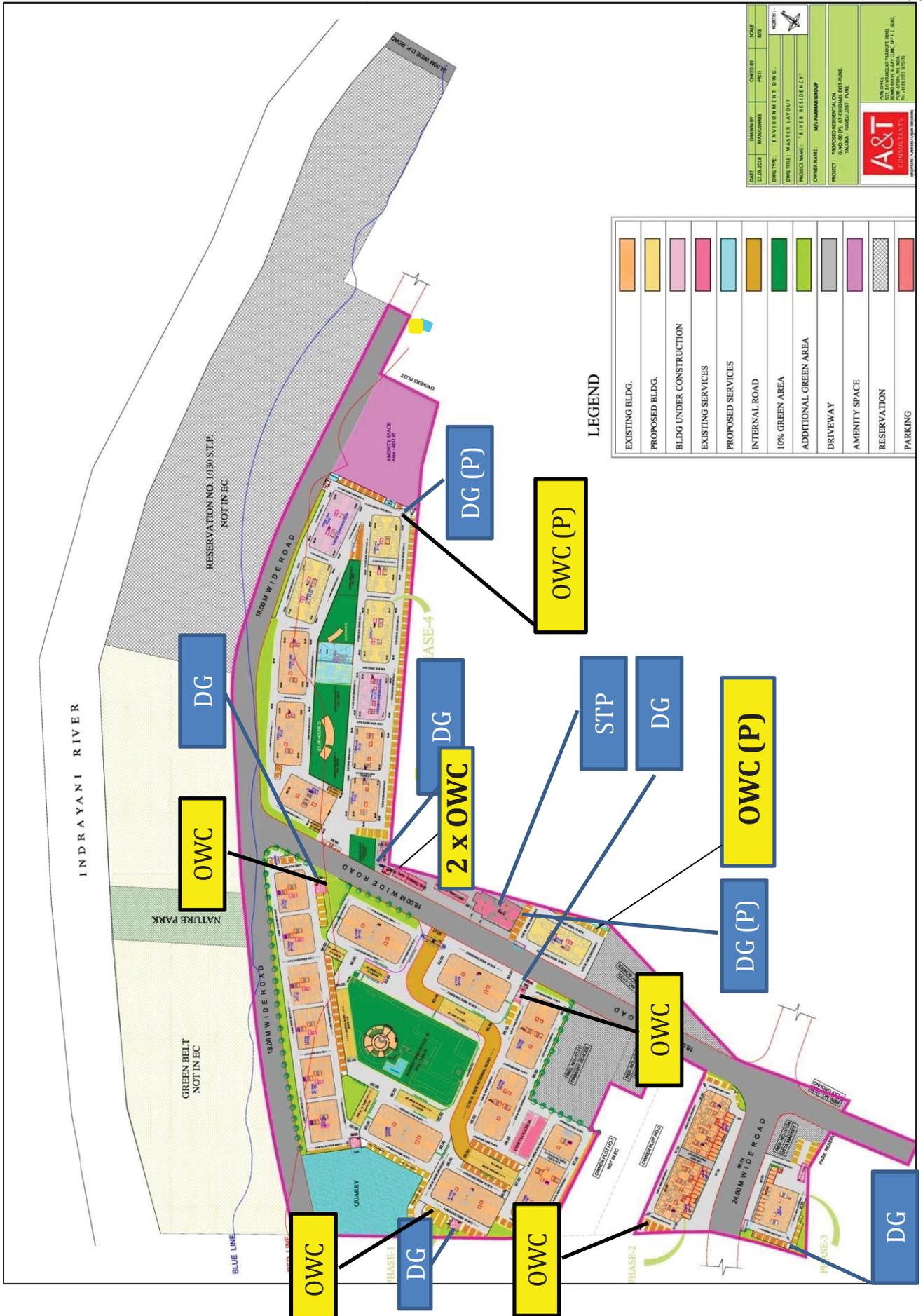
123
6/7

अक्र	तपशील	निवासी	वाणिज्य
१	बिगरशेती आकारणी क्षेत्र (चौ.मी.)	६१४२.४८	१७.२८
२	बिनशेती आकारणीचा दर (प्रति चौ.मी.)	०.७०८	१.४१६
३	बिनशेती करावयाच्या क्षेत्रावरील वार्षिक आकारणी	४३४९.००	२५.००
४	रुपांतरीत कराची आकारणी	२१७४५.००	१२५.००
५	वसूल करावयाची एकूण रक्कम रुपये	२६०९४.००	१५०.००
६	एकंदर रक्कम रुपये	२६२४४.००	

मा. जिल्हाधिकारीसा ते.
यांचे मान्यतेने


(विवेक माधव)
तहसिलदार महसुल
जिल्हाधिकारी कार्यालय पुणे

MASTER LAYOUT (With Services)





Organic waste converter installed for processing of solid waste



Unit operations of STP installed for treatment of domestic wastewater



A view of greenbelt development within the project premises



A view of greenbelt development within the project premises



A view of nature park developed in the prohibitive zone of Indrayni River



A view of nature park developed in the prohibitive zone of Indrayni River

GAT NO 90



	RAINWATER HARVESTING PIT
	UGT LOCATION
	FIRE HYDRANT LINE
	HYDRANT POST

LEGENDS FOR PLUMBING

STAMP & SIGNATURE		
R3		
R2		
R1		
REV NOS	DATE	REMARK / SUBJECT

REVISIONS

DRGS NO.	M/240/12	01
	R0	01
DRAWING TITLE	RWH PIT & UGT LOCATION LAYOUT	
PROJECT	RIVER RESIDENCY @ CHIKHALI	
CLIENT	RIVER RESIDENCY, PUNE	
ARCHITECT	ACHALKAR & TATOOSKAR ASSO.	

	McLIN CONSULTANTS PVT.LTD.	
	CONSULTANTS IN ENVIRONMENT, POLLUTION CONTROL PLUMBING AND SANITATION DESIGNS 'GIRIJA' 5, Sitabaug Colony, Vithalwadi Road, Pune - 411 030 Tel/Fax - 2432 0010 / 2433 3807 e-mail - mclincpl@gmail.com	
NORTH	DATE:-	09.09.2017
	DRAWN BY	PANKAJ G.
	CHECKED BY	MOHANISH P.
SCALE:- NTS	APPROVED BY	MOHANISH P.



पिंपरी चिंचवड महानगरपालिका
पिंपरी-18, उद्यान/वृक्षसंवर्धन विभाग
क्रमांक/3/कावि/32/2017
दिनांक. 17/01/2017

प्रति,
मे./श्री.आनंद जैन
व्दारा-आर्किटेक विकास आचलकर
1221, बी/1, रंगलर परांजपे रोड
भावे एक्स रे क्लिनिक मागे
एफ सी रोड, पुणे-04.

विषय - वृक्षसंवर्धन नाहरकत दाखल्याबाबत. (सुधारीत)

(बांधकाम परवानगी चालू करण्याकामी)

संदर्भ- 1) आपला दिनांक. 09/01/2017 चा अर्ज.

महोदय,

गट नं. 90 (P), चिखली, येथे बांधकाम नियोजित आहे. दाखल अर्जानुसार जागेचे एकुण क्षेत्रफळ 131000.00 चौ.मी. असुन मानांकांप्रमाणे 1311 वृक्ष आवश्यक आहेत. जागेची पाहणी केली असता 25 सेमी मध्यवेढी पुढील निरंक वृक्ष व 25 सेमी मध्यवेढी आतील निरंक वृक्ष आहेत. मानांकानुसार वृक्ष अनामत पावती क्र.328662 दि. 17/01/2017 र.रु. 4,64,000/- व अनामत पावती क्र. 09805 दि. 15/09/2010 र.रु. 21,32,000/- बिनव्याजी या कार्यालयात जमा केलेले आहेत.

सबब सदर ठिकाणी बांधकाम चालू करणे करीताचा दाखला मिळणेकामी या विभागाकडील नाहरकत दाखला देणेत येत आहे.बांधकाम परवानगी मिळाल्यानंतर काम चालू करताना बांधकामात झाडे येत असतील तर झाडे काढणेकामी स्वतंत्र प्रस्ताव सादर करावा.

तसेच सुचित करणेत येते की,बांधकाम पूर्णत्वाचे वेळी सोबतच्या यादीप्रमाणे वृक्ष लावणेत यावेत.या विभागाकडून वृक्ष लावल्याचे खातरजमा करणेत आले नंतरच बांधकाम पूर्णत्वासाठी या विभागाचा नाहरकत दाखला देणेत येईल.तसेच भरलेली अनामत तीन वर्षानंतर झाडांची स्थिती पाहून अलहिदा परत केली जाईल.



[Signature]
वृक्षअधिकारी

पिंपरी चिंचवड महानगरपालिका
पिंपरी-18

