

**BEFORE THE NATIONAL GREEN TRIBUNAL,
WESTERN BENCH, PUNE AT PUNE
ORIGINAL APPLICATION NO. 66 OF 2024**

Bharat Mithalal Nagori

.....Applicant

Versus

Maharashtra Pollution Control Board and Others

....Respondents

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Place: Pune

Date: 06/12/2024



Advocate for the Respondent Nos. 12 to 17

BEFORE THE NATIONAL GREEN TRIBUNAL,

WESTERN BENCH, PUNE, AT PUNE

ORIGINAL APPLICATION NO. 66 OF 2024 (WZ)

Bharat Mithalal Nagori

.....Applicant

Versus

Maharashtra Pollution Control Board and Others

....Respondents

AFFIDAVIT IN REPLY ON BEHALF OF THE RESPONDENT NOS. 12,

13, 14, 15, 16 AND 17

We, Mr. Vilas Nivrutti Kodre, Age: 73, Occupation: Agriculture, Mrs. Jayashree Vilas Kodre, Age: 65, Occupation: Agriculture, Mr. Amol Vilas Kodre, Age: 47, Occupation: Agriculture, Mrs. Harshada Amol Kodre, Age: 44, Occupation: House-wife, Mr. Nikit Vilas Kodre, Age: 45, Occupation: Agriculture, and Mrs. Sonal Nikit Kodre, Age: 40, Occupation: House-wife, hereby solemnly affirm and swear as under:

- 1) At the outset, we deny all the statements, averments, contentions and allegations made by the Applicant under the present Application, save and except those specifically admitted hereunder and nothing in the present Application shall be deemed to be admitted by us or on our behalf for want of specific traverse.
- 2) We state and submit that the Applicant has filed the present Application with respect to the lands bearing Survey Nos. 27/1, 27/2 and 31/1. The present Respondents do not have any ownership rights in the Survey Nos. 27/2 and 31/1. In view of the above, the present reply by the present Respondents shall be restricted to the following lands:
 - a) An area admeasuring 95 Ares out of the total land bearing Survey No. 27, Hissa No. 1/1, owned by the Respondent No. 12;
 - b) The entire area admeasuring 1 Hectare and 21 Ares bearing Survey No. 27, Hissa No. 1/2, owned by the Respondent No. 12;
 and

c) The entire area admeasuring 1 Hectare and 1 Are bearing Survey No. 27, Hissa No. 1/3, owned by the Respondent No. 13.

The 7/12 Extract pertaining to the Survey No. 27/1/1 is annexed herewith as Annexure R-1. The 7/12 Extract pertaining to the Survey No. 27/1/2 is annexed herewith as Annexure R-2. The 7/12 Extract pertaining to the Survey No. 27/1/3 is annexed herewith as Annexure R-3. A Picture of the aerial view of the lands involved in the present Application removed from Google Maps is annexed herewith as Annexure R-4. The lands bearing Survey No. 27, Hissa No. 1/1, Hissa No. 1/2 and Hissa No. 1/3 are reserved for a Nala, Garden, Road, Park, Playground, i.e. a Public Amenity Space, as per the Development Plan, and are hereinafter collectively referred to as the '**Reserved Lands**'. The names of the Respondent Nos. 14 to 17 do not appear on the 7/12 extracts pertaining to any of the lands, however, the Respondent Nos. 14 and 16 are the sons of the Respondent Nos. 12 and 13, whereas the Respondent Nos. 15 and 17 are married to the Respondent Nos. 14 and 16 respectively.



- 3) We state that service of the present Application was not effected on us. We first gained knowledge of the present Application when the Respondent No. 02 visited the said Reserved Lands for the purpose of inspection. Thereafter, we filed an Application for Certified Copies and obtained copies of the present Application and the documents filed in the present Application.
- 4) We state and submit that the present Application is not maintainable and deserves to be dismissed in limine on the following preliminary grounds:
- a) The Applicant lacks Locus Standi to file the present Application and has filed the present Application with mala fide intentions.
 - i) The Applicant has failed to state as to which of the six categories stated under Section 18 (2) of the National Green

Tribunal Act, 2010 [**'said Act'**], the Applicant falls under, for the purpose of filing the present Petition.

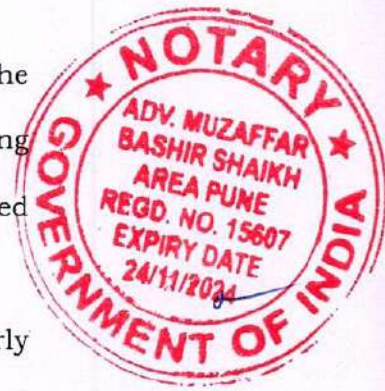
It is evident that the Applicant does not fall within any of the six categories as defined under Section 18 (2) of the said Act.

ii) The Applicant has merely stated that the Applicant "feels" that he shall be penalised for the various activities being carried out on the lands involved in the present Application, including the said Reserved Lands and hence, the Applicant has filed the present Application.

The Applicant is claiming to be an aggrieved person, only on the basis of a mere apprehension. However, this contention of the Applicant is untrue, illusionary and entirely made-up. As per the Para No. 3(iv) of the Joint Undertaking dated 21/10/2020, which has already been submitted along with the present Application at Annexure A-1, the present Respondents have indemnified the Applicant against any liability, statutory or otherwise, arising out of or on account of the activities being carried out by the present Respondents on the said Reserved Lands, thereby explicitly undertaking the sole responsibility to bear such liability. Further, as per the admission of the Applicant himself, the said Joint Undertaking is binding on the Respondents until the completion of the ongoing arbitration proceedings between the Applicant and the Respondent Nos. 5 to 17. Therefore, there is no basis for the apprehension of the Applicant. Furthermore, as per the said Joint Undertaking, the Respondents have been permitted to continue using the lands for the respective purposes stated in the Joint Undertaking, including using the said Reserved Lands for carrying out activities such as sports activities, playground, social gatherings, etc., subject to certain terms and conditions, which terms and conditions are diligently being followed by the Respondent Nos. 5 to 17. Therefore, the



present Respondents have not violated any right of the Applicant or imposed any burden on the Applicant, by utilizing the said Reserved Lands for the various activities stated herein.



- iii) The Applicant is neither a resident of the area nor regularly visits the area wherein the said Reserved Lands are situated and hence, it cannot be said that any grievance or injury has been caused to the Applicant on account of the activities carried out on the lands.
- iv) It is settled law that the while the term 'person aggrieved' under Section 18(2) is to be interpreted in the widest sense, so as to permit any individual interested in the protection of the environment to commence action under the said Act, in the present case, the intention and underlying motive of the present Applicant is vexatious and the Application has been filed with mala fide intention and as such, the present Application by the Applicant is not maintainable.

It is essential to bring on record the history between the Applicant and the Respondent Nos. 5 to 17, so as to highlight the true intentions and motives of the Applicant:

- (1) The present Applicant was once upon a time a very close friend of Mr. Manik Kodre, who is the brother of the Respondent Nos. 5 and 12.
- (2) A Joint Venture Agreement dated 19/05/2005 was executed between the Applicant and his Partners, the Respondent Nos. 5 to 17 and certain others, for developing a project on the said Reserved Lands and certain other lands stated in the Joint Venture Agreement, under the name and style of 'M/s Mahanagar Realtors'. The contribution of the Respondent Nos. 5 to 17 for the Joint Venture was limited to providing the said Reserved Lands and the other lands for the purpose of developing the



proposed project. The Applicant and his Partners were entirely responsible for developing the proposed project and other works, including the de-reservation of the Reserved Lands owned by the present Respondents and other reserved lands owned by the other parties. Subsequently, a Supplemental Agreement dated 30/01/2006 and another Supplementary Agreement dated 01/07/2010 were executed to extend the time for de-reservation of the said Reserved Lands. Since the Applicant and his Partners could not de-reserve the said Reserved Lands within the agreed period, it was mutually agreed that the said Joint Venture dated 19/05/2005 shall be cancelled and terminated in respect of all the reserved lands. However, the Applicant and his Partners eventually refused to execute the Deed of Cancellation. The remaining project comprised on the remaining non-reserved lands was also delayed by the Applicant and his Partners and therefore, being left with no alternative, vide a Notice dated 08/07/2016, the Respondent Nos. 5 to 17 terminated the said Joint Venture Agreement dated 19/05/2005. This termination of the said Joint Venture Agreement dated 19/05/2005 has been challenged by the Applicant in the on-going arbitration proceedings between the Applicant and the Respondent Nos. 5 to 17. **The Statement of Claim dated 17/12/2019 filed by the Applicant in the arbitration proceedings is annexed herewith as Annexure R-5.**

- (3) Ever since the termination of the said Joint Venture Agreement dated 19/05/2005, the Applicant herein has nurtured a personal vendetta against the Respondent Nos. 5 to 17 and has filed various cases against the Respondent Nos. 5 to 17, with the sole intention of harassing them and

exacting vengeance by abusing the process of law. Apart from the present Application, the Applicant has filed the following cases against the Respondent Nos. 5 to 17:

Sr. No.	Cause Title	Court	Case No.
1.	Bharat Nagori Vs. Manik Kodre and others	District Court, Pune	CMA No. 206/2017
2.	Mr.Bharat Mithalal Nagori v/s Mr. Manik Nivrutti Kodre And Ors.	High Court of Bombay (Civil)	CAR No. 23/2018
3.	Mr.Bharat Mithalal Nagori v/s Mr.Manik Nivrutti Kodre And Ors.	High Court of Bombay (Civil)	CAR No. 22/2018
4.	Mr.Subhash Sitaram Goel And Ors. V/S Smt. Harshada Amol Kodre	High Court of Bombay (Civil)	ARA No. 1/2019
5.	Mr.Bharat Mithalal Nagori V/S Mr. Manik Nivrutti Kodre And Ors.	High Court of Bombay (Civil)	ARA No. 2/2019
6.	Mr.Bharat Mithalal Nagori V/S Mr. Manik Nivrutti Kodre And Ors.	High Court of Bombay (Civil)	538/2019
7.	Viral Nagori Vs. Magic Glass Pvt. Ltd.	NCLT, Mumbai	C.P. No. 1486/2019



8.	Bharat Nagori Vs. Manik Kodre	JMFC, Pune	SCC No. 9571/2019
9.	Mahanagar Realtors Vs. Manik Kodre and others	High Court of Bombay (Civil)	ARA No. 134/2023
10.	Mahanagar Realtors Vs. Manik Kodre and others	District Court, Pune	CMA No. 967/2023
11.	Bharat Mithalal Nagori v/s The State of Maharashtra and others	High Court of Bombay (Civil)	Writ Petition No. 13803/2023
12.	Mahanagar Realtors Through Bharat Nagori V/s Manik Nivrutti Kodre and others	High Court of Bombay (Civil)	Writ Petition No. 7560/2024



(4) The Applicant has not filed the present Application as an advocate of environmentalism or as someone interested in the protection of the environment, but with the mala fide intention of harassing the Respondent Nos. 5 to 17, by entangling them into a series of litigation, simply to satisfy his personal vendetta. On this ground alone, the present Application deserves to be dismissed.

(5) In view of the above, the Applicant has failed to plead facts establishing his locus standi to file and maintain the present Application. Further, the present Application is vexatious and filed with mala fide intention.

b) The Application has been filed on the basis of multiple causes of actions

i) As per Rule 14 of the National Green Tribunal [Practice and Procedure] Rules, 2011, an Application can be filed only on a single cause of action. However, the present Application has been filed on multiple causes of actions, and as such, cannot be held to be maintainable.

ii) As stated hereinabove, the Respondent Nos. 12 to 17 are only concerned with the said Reserved Lands, i.e. the portions of land out of the Survey Nos. 27/1/1, 27/1/2 and 27/1/3 owned by the Respondent Nos. 12 and 13. None of the other Respondents in the present Application, including the Respondent Nos. 05 to 11, have any right over the said Lands.

iii) On the other hand, the Respondent Nos. 05 to 11 are concerned with the following Lands:

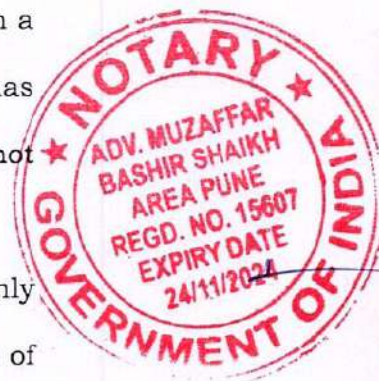
(1) An area admeasuring 33 Ares out of the total land bearing Survey No. 27, Hissa No. 1/1, owned by the Respondent No. 05;

(2) An area admeasuring 42 Ares out of the total land bearing Survey No. 27, Hissa No. 2, owned by the Respondent No. 06 and

(3) An area admeasuring 36 Ares bearing Survey No. 31, Hissa No. 1, owned by the Respondent No. 05;

The present Respondent Nos. 12 to 17 have no rights over the above-stated lands owned by the Respondent Nos. 05 and 06.

iv) Further, the present Respondent, were carrying out various activities such as sports activities, playground, social gatherings, etc., on certain portion of the land owned by the Respondent Nos. 12 and 13. The Respondent Nos. 05 to 11 are not involved in, concerned with or connected to the activities being carried out by the present Respondent.



v) The Respondent Nos. 05 and 06, vide a Leave and License Agreement dated 10/05/2018, had licensed a certain portion of the Survey No. 27/1/1, to one Ranmala Agro Farms. Post acquiring the license, Ranmala Agro Farms had commenced and carried out the business of an agro tourism centre by the name of 'Ranmala' at the licensed premise. The present Respondents are not involved in, concerned with or connected to 'Ranmala', in any manner whatsoever.



vi) Therefore, there is no nexus between the Respondent Nos. 05 to 11 and the Respondent Nos. 12 to 17, or the various activities being carried out on the lands owned by the respective owners.

vii) The cause of action against the Respondent Nos. 05 to 11 pertaining to 'Ranmala' and the cause of action against the Respondent Nos. 12 to 17 for carrying out the said activities of sports ground, social gatherings, etc., are two separate and distinct causes of action, which cannot be combined in one single Application. Further, the alleged activities pertain to two different types of industries/ categories of business altogether and have been carried out by different Project Proponents. Therefore, separate Applications should have been filed by the Applicant.

viii) The Applicant, despite being sufficiently aware of the details pertaining to ownership of the various lands involved in the present Application, including the said Reserved Lands, and of the fact that the Respondent Nos. 05 to 11 are not carrying out the said activities of sports ground, social gatherings, etc., as well as that the present Respondent Nos. 12 to 17 are not connected to 'Ranmala', has purposely attempted to mislead this Hon'ble Tribunal by making a blanket statement that the Respondent Nos. 05 to 18, all have been carrying out all such activities. The statement is not

simply false, but also deliberately made by the Applicant in spite of being aware of the above, with the motive of abusing the process of law so to harass the Respondents.

c) In conclusion, since the present Application has been filed on multiple causes of action, in violation of the Rule 14 of the National Green Tribunal [Practice and Procedure] Rules, 2011, the present Application is not maintainable and deserves to be dismissed in limine.

d) The Application has been filed beyond the period of limitation prescribed under Section 14 of the said Act

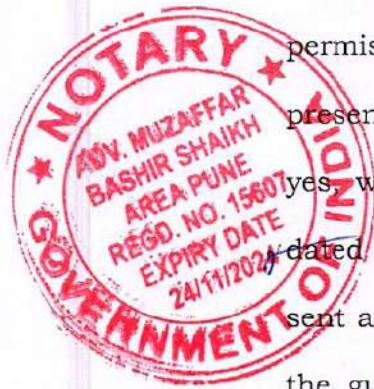
- i) Any application under Section 14 of the said Act is required to be filed within a period of 6 months from the date the cause of action first arose. Further, delay of up to only 60 days may be condoned, that too only on the grounds of sufficient cause.
- ii) The present Application has been filed under Section 14 of the said Act. However, the Applicant had knowledge of the fact that that the present Respondents were carrying out the activities of holding social gatherings, events, sports activities, playground, on certain portion of the said Reserved Lands. In the Statement of Claim dated 17/12/2019 filed before the Ld. Arbitral Tribunal in the arbitration proceedings, the Applicant has specifically stated that the present Respondents are carrying out various activities stated herein on the said Reserved Lands. Therefore, assuming though not admitting that any cause of action has arisen, the cause of action to file the present Application first arose before 17/12/2019 and an application should have been filed by the Applicant within a period of 6 months from 17/12/2020. However, the present Application has been filed after a period of 4 years and 2 months from the date the cause of action first arose.



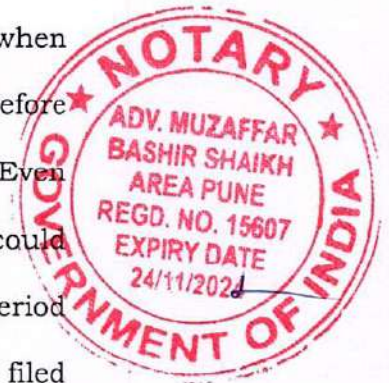
Therefore, the present Application has been filed much beyond the period of limitation.

iii) The Applicant has claimed that cause of action for filing the present Application first arose on 19/04/2023, when the Respondent No. 01, i.e. Maharashtra Pollution Control Board sent a Reply dated 19/04/2023 to the RTI Application filed by the Applicant. Vide the RTI Application dated 10/03/2023, the Applicant had sought information on whether any permission has been issued by the Respondent No. 01 to the present Respondents to carry out the various activities and if yes, which permission(s) have been issued. Vide the Reply dated 19/04/2023, the Respondent Nos. 01 and 02 merely sent a copy of the Circular dated 24/11/2016, pertaining to the guidelines formulated by the Respondent No. 01 with respect to Marriage Halls/ Lawns. The said Reply dated 19/04/2023 by the Respondent Nos. 01 and 02 neither confirmed nor denied that any permission had been issued to the present Respondents. In fact, the Respondent Nos. 01 and 02 did not provide any answer to the queries raised by the Applicant under the RTI Application dated 10/03/2023. Therefore, the Applicant did not gain any new factual knowledge so as to trigger a fresh cause of action. The Applicant has merely created an illusory cause of action by referring to the said RTI Application dated 10/03/2023 and the Reply dated 19/04/2023, so as to somehow bring the present Application within limitation.

iv) Even assuming that a cause of action first arose on 19/04/2023, the Application should have been filed on or before 19/10/2023, i.e. within 6 months from 19/04/2023. On 19/10/2023, the Applicant had filed an Original Application No. 184/2023. Vide an Order dated 21/11/2023, the said O.A. No. 184/2023 was dismissed by this Hon'ble



Tribunal, with liberty to file fresh suit. Subsequently, the Applicant has filed the present Application on the basis of the said Order dated 21/11/2023. The time period of 6 months for filing the present Application, excluding the period when the Applicant was prosecuting the O.A. No. 184/2023 before this Hon'ble Tribunal, stood complete on 22/11/2023. Even considering the period of 60 days being the delay which could be condoned by this Hon'ble Tribunal, the limitation period ended on 21/01/2024. The present Application has been filed on 06/03/2024, i.e. after approximately 105 days from the completion of the 06 month. Therefore, the present Application has been filed beyond the prescribed period of limitation and is hopelessly barred by limitation. On this ground alone, the present Application deserves to be dismissed.



- 5) It is stated that prior to addressing each and every allegation by the Applicant, it is apposite to delve into the history pertaining to the said Reserved Lands, for proper and complete appreciation of the issues raised in the present Application:
- a) Vide the Draft Development Plan pertaining to Village Vadgaon Khurd, published on 31/12/2002, the said Reserved Lands were reserved for a Nala, Garden, Road, Park, Playground, i.e. a Public Amenity Space. Vide a Letter dated 24/02/2003, the present Respondents objected to the reservation of the said Reserved Lands. However, the said Reserved Lands could not be de-reserved and are still under reservation.
 - b) At the time of entering into the said Joint Venture, the said Reserved Lands were cultivated by these Respondents. Further, no development work was ever carried out by the Applicant and his Partners on the said Reserved Lands and hence, the condition

of the said Reserved Lands remained unchanged for about 12 years.

- c) Prior to termination of the said Joint Venture Agreement dated 19/05/2005, the Applicant and his Partners had carried out excavation work on the other lands included in the said Joint Venture Agreement dated 19/05/2005. The Applicant and his Partners carelessly dumped on certain area of the said Reserved Lands the rubble generated on account of the excavation work carried out on other lands, which led to the deterioration of the said Reserved Lands. **The Photographs depicting the rubble dumped on the Reserved Lands by the Applicant and his Partners are annexed herewith as Annexure R-6.** Further, the said Reserved Lands became a hide out for alcoholics and delinquents, who frequented the said Reserved Lands during the late hours of the night. As a result, the area was rendered unsafe to such an extent that the lives of people in the nearby community were at risk. **The Photographs depicting the earlier/ original condition of the said Reserved Lands are annexed herewith as Annexure R-7.**
- d) Compelled by the circumstances, the present Respondents took it upon themselves to clean up the said Reserved Lands and ensure safety of the community at large. Subsequently, the present Respondents carried out various developmental works such as removal of the dumped rubble, levelling of the lands, removal of weeds, fencing, installation of security cameras, etc., and developed a sports ground and a garden on the said Reserved Lands. The present Respondents utilized their personal funds for payment of the expenses incurred towards the cleaning up the said Reserved Lands and development of a sports ground. As part of the development of the said Reserved Lands, the present Respondents planted approximately 2,500 trees, including about 1000 to 1200 bamboo trees, 50 large trees, 400 medium-sized



plants and 800 small-sized plants, on the said Reserved Lands. It is pertinent to note that even as on date, major portion of the said Reserved Lands is covered in the trees planted by the present Respondents. **Photographs of the said Reserved Lands post development of the said Reserved Lands by the present Respondents are annexed herewith as Annexure R-8.**

- e) The present Respondents had also raised temporary structures totally admeasuring 10,000 sq. ft. on the said Reserved Lands, which comprised of a temporary shed [Pandal] admeasuring 8,000 sq. ft. and rooms admeasuring 2,000 sq. ft., which rooms were for the personal use of the present Respondents and as labour quarters. Apart from these temporary structures, no other structures or construction work was carried out by the present Respondents on the said Reserved Lands. It is further pertinent to note that the temporary shed [Pandal] erected by the present Respondents comprised of a cement base at ground level, while the rest of the structure was made out of temporary fabricated skeleton and an overhead tin roof. The present Respondents did not construct any cement walls, beams or columns above the ground level of the temporary shed [Pandal]. The temporary shed was erected for the purpose of conducting indoor sports, such as skating, tennis, badminton and chess, on the said Reserved Lands.
- f) The said Reserved Lands were being maintained solely by the present Respondents. Since the present Respondents were incurring heavy maintenance costs and enough income was not being generated out of the said Reserved Lands to sustain such heavy costs, it became increasingly difficult to bear the maintenance expenses. It is further pertinent to note that the present Respondents were dependent on the income generated out of the said Reserved Lands for their livelihood. Therefore, the present Respondents decided to let out certain portion of the said



Reserved Lands for the purpose of holding social gatherings and other events.

g) It is pertinent to note that during the period from 30/04/2019 till 31/03/2020, the Respondents never let out the temporary shed or the open ground for any event since the same were being utilized only for sports activities.

Thereafter, on account of Covid-19, the Government had prohibited any sort of gatherings until 31/01/2022 and the temporary shed was not even utilized for any sports activities or gatherings. Even post Covid-19, only about totally 15 to 20 small events and 1 or 2 large events were held on the said Reserved Lands. Hence, it would not be fair if the present Respondent is penalized for the entire term since 30/04/2019.

h) In any case, the said Reserved Lands were always predominantly utilized for the purpose of conducting sports activities and as a garden/ playground. A cricket academy, namely 'Cricket Next Academy', was carrying out various training activities on the sports ground developed on the said Reserved Lands. The following relevant documents are submitted herewith:

- i) Application for Intimation under the Shop and Registration Act, 2017**
- ii) Photographs pertaining to the various sports activities carried out on the said Reserved Lands.**
- iii) Thank You Letter dated 03/02/2020, sent by the Maharashtra Cricket Association.**
- iv) Acknowledgement Letter dated 22/05/2021, sent by Releve Gymnastics Academy.**
- v) Pamphlets pertaining to the LBHM Chess Festival 2022, to be held at the said Reserved Lands.**
- vi) Acknowledgement Letter dated 11/06/2022, sent by the Skating Association of Pune.**



- vii) **Thank You Letter dated 30/08/2022 sent by the Sikkim Cricket Association.**
- viii) **Acknowledgement Letter sent by the Archers Academy for Kodre Farm Sports Center.**
- ix) **Acknowledgement Letter sent by the School of Martial Arts National Budo Association.**
- x) **Various news article clippings pertaining to Cricket Tournaments and Matches held at the said Reserved Lands.**



The above documents are annexed as Annexure '9' [Colly].

Even today, people residing in the nearby area visit the said Reserved Lands for morning/ evening walks and other fitness activities.

- i) The present Respondents have utilized the said Reserved Lands only for carrying out such activities as permitted to be carried out under the Unified Development Control and Promotion Regulation for Maharashtra State, 2020, and no impermissible activity has been carried out on the said Reserved Lands. **An Excerpt from the Unified Development Control and Promotion Regulation for Maharashtra State, 2020 is annexed herewith as Annexure R-10.** Further, the activities such as sports activities and social gatherings, etc., were being carried out only on certain area of the Survey No. 27/1/1, whereas the cricket ground was developed on Survey Nos. 27/1/2 and 27/1/3.
- 6) Without prejudice to whatever has been stated hereinabove, we shall now deal para-wise with the various statement, averments, contentions and allegations made in the Application:
- a) The contents of Para Nos. 1 and 2 do not deserve any comments.
- b) The contents of Para Nos. 3 and 4 are denied by the present Respondents as false and misleading. The present Application

has been filed purely with the intention of harassing the present Respondents, on account of the personal vendetta held by the Applicant against the present Respondents.

- c) The averments of another Para No. 4 are partly admitted by the present Respondents to the extent that the Applicant is a Builder and Developer. The present Respondents do not have knowledge as regards whether the Applicant has successfully completing large number of development projects and hence, refrain from commenting on the same.



- d) The averments of Para No. 5 are partly true and correct. It is denied that the present Respondents were running a business under the name of 'Kodre Farms' on the said Reserved Lands. The name 'Kodre Farms' was merely used as an identification mark for the public. It is denied that a Banquet Hall was constructed on the said Reserved Lands and that the present Respondents were operating a restaurant on the said Reserved Lands. The present Respondents are not associated with 'Ranmala', which was operated on a part of Survey No. 27/1/1 admeasuring 33 Ares owned by the Respondent No. 05 herein.

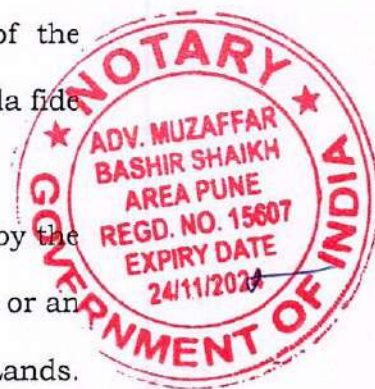
- e) The averments of Para No. 6 are untrue and hence, denied in view of what has been stated hereinabove. As stated herein above, the present Respondents are only concerned with the said Reserved Lands, i.e. Survey Nos. 27/1/1, 27/1/2 and 27/1/3.
- f) The averments of Para No. 7 are generally true and partly accepted by the present Respondents. As stated hereinabove, the said Joint Venture Agreement dated 19/05/2005 has been terminated by the present Respondents. It is denied that the Applicant and the present Respondents carried out any other business, apart from the venture envisaged under the said Joint Venture Agreement dated 19/05/2005.
- g) The averments of Para No. 8 are partly true and correct, however, it is vehemently denied that the present Respondents have

breached the said Joint Undertaking dated 21/10/2020 on multiple occasions or that the present Respondents have misused the said Joint Undertaking by carrying out illegal activities on the said Reserved Lands.

h) The averments in Para No. 9 are false, concocted and therefore denied by the present Respondents. As stated hereinabove, the Applicant has no genuine concern for the protection of the environment and has filed the present Application with mala fide intention.

i) The contentions and averments in Para No. 10 are denied by the present Respondents. It is denied that a banquet hall and/ or an enclosed gym was ever constructed on the said Reserved Lands. The Applicant has also filed a Writ Petition No. 13803/2023, questioning the legality of the use of the said Reserved Lands by the present Respondents as well as, of the alleged structures raised by the present Respondents. As such, the subject matter is sub-judice before the Hon'ble High Court of Judicature at Bombay and the Applicant is barred on the grounds of res sub judice, from re-agitating these issues before this Hon'ble Tribunal.

j) The averments in Para No. 11 are false and untrue and hence, denied by the present Respondents. It is vehemently denied that construction of an area admeasuring 1,00,000 sq. ft. has been carried out on the said Reserved Lands and Survey Nos. 27/2 and 31/1 and the Applicant is put to strict proof thereof. As stated herein, the present Respondents have only raised a temporary shed admeasuring 8,000 sq. ft. and rooms totally admeasuring 2,000 sq. ft. on the said Reserved Lands. Further, the issue that allegedly illegal construction was carried out on the said Reserved Lands and the Survey Nos. 27/2 and 31/1, is the very crux of the said Writ Petition No. 13803/2023 and hence, the subject matter is sub judice before the Hon'ble High Court of Judicature at



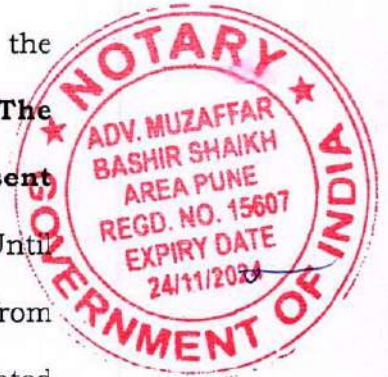
Bombay. Furthermore, it is humbly submitted that the scope of this Hon'ble Tribunal is limited to ensuring compliances of the provisions of the acts specified in Schedule I of the said Act and other matters involving environmental issues, irrespective of whether or not permission has been sought from the PMC.

- k) The averments in Para No. 12 are denied by the present Respondents. The Notice dated 22/07/2022 under Section 53(1)(a) and Section 54 of the Maharashtra Regional and Town Planning Act, 1966, was issued by the Respondent No. 04 for lands bearing Survey Nos. 26, 27 and 31, to the Respondent Nos. 5 to 17 herein as well as, to one Mr. Manik Kodre, who is the brother of the Respondent Nos. 5 and 12. Furthermore, the Respondent No. 04 had wrongly stated in the said Notice, that construction of an area admeasuring approximately 60,000 sq. mtrs. was raised by the Respondent Nos. 5 to 17 and Mr. Manik Kodre.

As regards the demolition of the structures, the Respondent No. 04 visited the said Reserved Lands on 09/01/2024 and carried out the work of demolition of the temporary shed and the rooms then standing on the said Reserved Lands. It is pertinent to note that a Report dated 11/01/2024 was prepared by the Executive Engineer, Construction Development Department, Zone No. 02, pertaining to the demolition work carried out on the said Reserved Lands. **The Report dated 11/01/2024 is annexed herewith as Annexure R-11.** Subsequently, vide a Notice dated 14/08/2024, the Respondent No. 04 demanded an obnoxious amount of Rs.33,69,917/-, towards the expenses incurred for the said demolition work. **The Notice dated 14/08/2024 issued by the Respondent No. 03 is annexed herewith as Annexure R-12.** Vide a Letter dated 15/10/2024, the present Respondents have raised an objection to the amount so demanded by the Respondent No. 04 as well as, clearly stating that out of the total



alleged area of 40,000 sq. ft., construction comprised only of 2,000 sq. ft. and an area of 8,000 sq. ft. was comprised of a Temporary Shed [Pandal] made out of bamboo and tin roof. The Balance area of about 30,000 sq. ft. was comprised of the playground, on which there was no construction at all. **The Objection Letter dated 15/10/2024 sent by the present Respondents is annexed herewith as Annexure R-13.** Until date, the present Respondents have not received any revert from the Respondent No. 04 to the said Objection Letter dated 15/10/2024.



- l) The averments in Para No. 13 are exaggerated and hence, denied by the present Respondents. It is denied that the present Respondents were carrying out various activities on the said Reserved Lands for their financial gain. In fact, the funds generated out of the use of the said Reserved Lands, were mainly appropriated towards the maintenance of the said Reserved Lands. The Applicant has cunningly tried to project that each and every activity stated in Para 13 was being conducted in separate spaces with independent constructions for each activity, which is concocted and misleading. In fact, all these activities were being carried out in the same temporary shed comprising of 8,000 sq. ft. and even the balance 2,000 sq. ft. of construction on the ground floor was being utilized only for the personal use of the present Respondents, such as changing rooms, bathrooms and kitchen. No other continuous commercial activity such as a restaurant, etc., was being operated from the said construction of 2,000 sq. ft. or the remaining 8,000 sq. ft.
- m) The contentions and averments in Para Nos. 14 and 15 are false and exaggerated and hence, denied by the present Respondents. The present Respondents are not concerned with 'Ranmala'. There exists a Well on the said Reserved Lands, which provides sufficient supply of water for the purpose of farming as well as,

for maintenance of the said Reserved Lands. Whenever there has been a shortage of water, the present Respondents have arranged water tankers for resolving the same. As for drinking water, the organizers of the respective event were required to arrange for the same and would usually provide packaged drinking water bottles to the attendees. The statement of the Applicant that he requested Mr. Khemchand Devichand Oswal, who has no connection whatsoever with the Respondent Nos. 5 to 17 but is a close friend of the Applicant, to file the said RTI Application dated 03/10/2022 with the Swargate Water Supply Division, PMC, evidences that the Applicant has since long been attempting to scout for ways to harass the Respondent Nos. 5 to 17, either himself or through his close friend.



- n) The averments of Para No. 16 are denied by the present Respondents in view of the various reasons stated herein. Further, the averments are the subject matter of the said Writ Petition No. 13803/2023 pending before the Hon'ble High Court of Judicature at Bombay.
- o) The contentions and averments in Para No. 17 are false, concocted and inflated and as such, denied by the present Respondents. The present Respondents admit that an exhibition by the name of 'A & I Digest', organized by Disha Publications and Events, was held at the temporary shed and certain part of the open space on the said Reserved Lands, however, the organizers were entirely responsible for arranging all the requisite permissions for conducting the said exhibition as well as, for making all arrangements for the said exhibition. It is pertinent to note that the said Mr. Amit Danait, who is the sole proprietor of Disha Publications and Events, appeared before the Ld. Arbitral Tribunal as a witness on behalf of the Applicant. During his cross examination, Mr. Amit Danait has specifically deposed that when he visited the said Reserved Lands, they were an open land. Mr.

Amit Danait has further deposed that the stalls put up for the said exhibition as well as, any other set up for the purpose of the said exhibition were temporary in nature. Vide an Application dated 05/01/2023, Disha Publications and Events sought permission from the Joint Commissioner, Sinhagad Road Ward Office, PMC, for putting up a pavilion for conducting the said exhibition. **The Application dated 05/01/2023 is annexed herewith as Annexure R-14.** A 'No Objection Certificate' dated 05/01/2023 was issued by the Traffic Police Department, Pune, Maharashtra, for conducting the said exhibition. **The 'No Objection Certificate' dated 05/01/2023 has been annexed herewith as Annexure R-15.** Mr. Amit Danait has deposed that all permissions for conducting the said exhibition were obtained by Mr. Chetan Khaladkar, i.e. the vendor of Mr. Amit Danait. Further, it is denied that a crowd of approximately 50,000 to 1,00,000 was expected to attend the said exhibition or that a crowd of 55,000 people attended the said exhibition. Mr. Amit Danait has deposed during his cross examination, that only about 15,000 people attended the said exhibition over a span of 03 days. It is logical and even in fact, though about 15,000 people visited the exhibition, this was over 03 days and over about 12 hours a day. Hence, at any point in time, there could not have been more than 600-700 people present at the exhibition at any one point in time.

Interestingly, Mr. Amit Danait has also deposed during his cross examination that the Applicant had enquired about renting a stall in the said exhibition. Finally, the statement of the Applicant himself that he complained to various authorities that the said exhibition was being carried out without any permissions goes to show that the various RTI Applications submitted by the Applicant along with the present Application, were purely a scheme orchestrated by the Applicant for creating an illusionary



cause of action to file the present Application, since responses to all of the said RTI Applications were received by the Applicant multiple weeks after the said exhibition was conducted. **The Examination-in-Chief and the Cross Examination of Mr. Amit Danait conducted in the arbitration proceedings is annexed herewith as Annexure R-16.**

p) The averments of Para No. 18 are denied by the present Respondents in view of the various reasons stated herein. Further, the subject matter of the para is sub-judice before the Hon'ble High Court of Judicature at Bombay in the said Writ Petition No. 13803/2023. However, it is reiterated that the organizers of the respective event were solely responsible for obtaining the requisite permissions from the various authorities for holding the event.

q) The averments in Para No. 19 are matters of record. It is reiterated that the Applicant filed the said RTI Application dated 10/03/2023 with the mala fide intention of creating an illusionary cause of action to file the present Application. Further, the guidelines formulated by the Respondent No. 01 and stated in the Circular dated 24/11/2016, were prepared in furtherance of the observations and directions issued by the present Bench of this Hon'ble Tribunal in the Original Application No. 53 of 2015, i.e. Vivek Sheshrao Dakne Vs. Maharashtra Tourism Development Corporation, and are not based on the Guidelines dated 07/09/2020 formulated by the Respondent No. 03. Further, it cannot be that guidelines which were issued by the Respondent No. 1 during the year 2016, were based on the guidelines subsequently formulated by the Respondent No. 03 in the year 2020.

r) The averments of Para No. 20 are partly untrue and concocted and hence, denied by the present Respondents in view of the reasons stated herein. It is reiterated that the present



Respondents were carrying out only such activities on the said Reserved Lands which were permitted to be carried out as per the Unified Development Control and Promotion Regulations for Maharashtra State, 2020. It is further stated that the present Respondents have ceased to lease out the said Reserved Lands for any activities other than sports activities.

- s) The contents of Para No. 21 are matters of record and hence, admitted.
- 7) It is stated that the various grounds stated in Para 22 are not maintainable for the following reasons:
- a) The contentions and averments of Para No. 22(a) are false and hypothetical and hence, denied by the present Respondents. The present Respondents were merely letting out the temporary shed admeasuring 8,000 sq. ft. and the open space admeasuring 30,000 sq. ft., i.e. a combined area admeasuring 38,000 sq. ft. [8,000 sq. ft. (+) 30,000 sq. ft.] for the purpose of holding social gatherings and other events. The balance 2,000 sq. ft. of construction on the ground floor was being utilized only for the personal use of the present Respondents, such as changing rooms, bathrooms and kitchen. Further, the capacity of the total area was such that it could not accommodate more than 400-600 people at a time. Therefore, since the area utilized itself was less than 1 Acre and the capacity being much less than 1,000 people, the present Respondents were not required to obtain 'Consent to Establish' as well as 'Consent to Operate' from the Respondent No. 01 as per the guidelines set down by the Respondent No. 01 in the Circular dated 24/11/2016. As for the guidelines dated 07/09/2020 formulated by the Respondent No. 03, i.e. the Central Pollution Control Board, the present Respondents have not deliberately refrained from obtaining the necessary consents, since the present Respondents were not aware of the new



guidelines and hence, were not aware that they were required to obtain 'Consent to Establish' as well as 'Consent to Operate' from the Respondent No. 01. However, it is of utmost importance to note that there is great ambiguity as regards when the said Guidelines dated 07/09/2020 were made applicable to the State of Maharashtra, which is evidenced by the following:

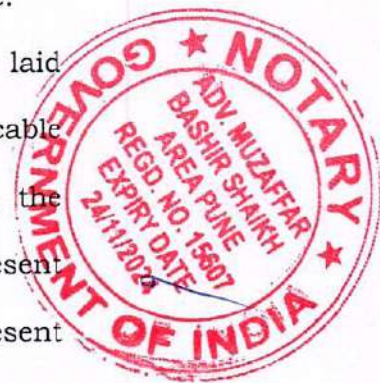
i) As per the Additional Affidavit-In-Reply dated 09/10/2023 filed by the Maharashtra Pollution Control Board [abbreviated as **MPCB**] in the Execution Application No. 1 of 2018 [Sujal Sahakari Gruha Rachana Sanstha Maryadit Vs. The Commissioner, Pune Municipal Corporation and Ors.], filed at Annexure A-3 along with the Interim Application No. 64 of 2024 by the Applicant himself, the MPCB had issued warning notices during October, 2023, to various Marriage Halls, Lawns and Club Houses, calling upon them to obtain the requisite consent as per the Circular dated 24/11/2016. The MPCB has neither referred to nor stated that the new guidelines dated 07/09/2020 were applicable.

Similarly, as per the Additional Affidavit-In-Reply dated 28/02/2024 filed by the MPCB in the Execution Application No. 1 of 2018, filed at Annexure A-3 along with the Interim Application No. 64 of 2024 by the Applicant himself, the Respondent No. 01 herein issued Show Cause Notices dated 13/02/2024 to various Marriage Halls, Lawns and Club Houses, once again as per the Circular dated 24/11/2016 and without mention of the Guidelines dated 07/09/2020. Along with the said Additional Affidavit, the MPCB has also filed four Public Notices, two published on 27/02/2024 and two on 28/02/2024, thereby stating the Guidelines dated 07/09/2020 and calling upon all concerned to apply for the requisite consent, for the first time. Hence, the present Respondents were never aware that the Guidelines of 2016



were subsequently superseded by MPCB by way of new Guidelines of 2020.

- ii) Even vide the Reply dated 19/04/2023 by the Respondent Nos. 01 and 02, to the RTI Application filed by the Applicant, the Respondent Nos. 01 and 02 merely supplied a copy of the said Circular dated 24/11/2016, stating that the guidelines under the said Circular dated 24/11/2016 are applicable.
- iii) The present Respondents believed that the Guidelines laid down in the Circular dated 24/11/2016 were still applicable in the State of Maharashtra and that consequently, the consent management regime was not applicable to the present Respondents. Therefore, the failure of the present Respondents to obtain 'Consent to Establish' as well as 'Consent to Operate' is not entirely attributable to the present Respondents.
- b) The allegations in Para No. 22(b) have been levelled by the Applicant against the Respondent No. 02 and as such, the present Respondents are not in a position to comment on the same.
- c) The allegations in Para No. 22(c) have been levelled by the Applicant against the Respondent No. 04 and as such, the present Respondents are not in a position to comment on the same.
- d) The averments in Para 22(d) are false and hence, vehemently denied by the present Respondents in view of the reasons stated hereinabove. As stated hereinabove, the present Respondents have ceased to carry out activities such as holding of social gatherings or exhibitions on the said Reserved Lands, since these activities cannot be carried out purely on an open ground and require some covered portion. Further, the said Reserved Lands are being put to use only for holding sports events in view of the reservation of the said Reserved Lands.
- e) The allegations in Para No. 22(e) have been levelled by the Applicant against the Respondent No. 02; however, the present



Respondents state that no action is required to be initiated against activities carried out on an open ground which do not result in gatherings of a large number of persons. It is denied that any activity is being carried out which puts the lives of innocent citizens at risk.

- f) The averments in Para No. 22(f) are false and misleading and therefore, denied by the present Respondents in view of the reasons stated hereinabove. It is further stated that the figure of 55,000 visitors is admitted to have been stated by the witness, Mr. Amit Danait, only so as to market and popularise the event. Mr. Amit Danait has clearly admitted that about 15,000 people visited the exhibition over 03 days.

g) The averments in Para No. 22(g) are denied by the present Respondents as being incorrect and misleading. As per the Guidelines framed under the said Circular dated 24/11/2016, only Marriage Halls, Lawns and Club Houses generating domestic effluent of more than 10 M³/per day were required to set up a Sewage Treatment Plan, whereas those generating domestic effluent of less than 10 M³/per day were to provide for a septic tank and soak pit to treat the waste. Since the said Reserved Lands were predominantly used for holding sports events and as a garden, the domestic effluent generated per day was much less than 10 M³/per day. Further, the social gatherings and events held on the said Reserved Lands were of a small scale and therefore, did not generate domestic effluent of more than 10 M³/per day. Hence, the present Respondents had set up a septic tank and soak pit on the said Reserved Lands, as required.

- h) The averments and allegations made in Para No. 22(h) are false and hence, denied by the present Respondents. The present Respondents are law abiding citizens of India.
- i) The allegations in Para No. 22(e) have been levelled by the Applicant against the Respondent Nos. 01 to 04 and as such, the



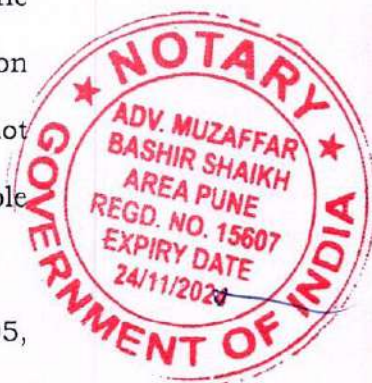
present Respondents are not in a position to comment on the same.

- j) The averments in Para No. 22 sub-paras (j) and (k) are denied by the present Respondents as being misleading and false. The endeavour and object of the various acts passed for the protection of the environment is to ensure that any development does not harm the environment, i.e. the concept of sustainable development is sought to be enforced.

In fact, since the Joint Venture Agreement dated 19/05/2005, the Applicant and his Partners did not bother to maintain or develop the said Reserved Lands and laid waste the lands for about 13 years, which was in fact attracting miscreants and drunkards, as well as, damaging the environment around the lands. From the photographs submitted, it shall be amply clear that by developing a cricket ground with a proper grass turf and beautifying the lands by planting approximately 2,500 trees, including about 1000 to 1200 bamboo trees, 50 large trees, 400 medium-sized plants and 800 small-sized plants, on the said Reserved Lands, etc., the present Respondents have in fact improved the environment of the said Reserved Lands and the entire ecosystem around the Reserved Lands.

To this date, the said remaining area admeasuring about 7½ acres remains a green cover.

- k) The averments in Para No. 22 sub-paras (l) and (m) do not deserve any comments.
- 8) The averments in the para pertaining to limitation are denied in toto in view of the reasons stated hereinabove.
- 9) **We humbly submit that in the event this Hon'ble Tribunal holds that the present Respondents are liable to pay Environmental Damage Compensation, this Hon'ble Tribunal takes into**




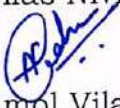
consideration the immense amount of work done by the present Respondents for converting the said Reserved Lands from a complete ruin area into an area full of lush green trees, plants, a cricket ground completely covered with a natural grass turf as well as, cleaning of the entire area, which has hugely benefitted the environment and the community at large.

10) It is therefore humbly prayed that the present Application be rejected with exemplary costs in favour of the Respondents and any other orders be passed in the interest of justice and the circumstances of the case.

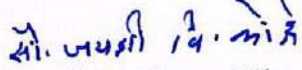
Solemnly affirmed by the said Vilas Nivrutti Kodre, Jayashree Vilas Kodre, Amol Vilas Kodre, Harshada Amol Kodre, Nikit Vilas Kodre and Sonal Nikit Kodre, at Pune on this 06th day of December, 2024

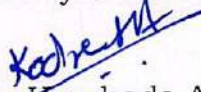




Mr. Vilas Nivrutti Kodre


Mr. Amol Vilas Kodre



Mr. Nikit Vilas Kodre


Mrs. Jayashree Vilas Kodre


Mrs. Harshada Amol Kodre


Mrs. Sonal Nikit Kodre

Before me


Advocate for Respondent
Nos. 12 to 17

VERIFICATION

We, Mr. Vilas Nivrutti Kodre, Mrs. Jayashree Vilas Kodre, Mr. Amol Vilas Kodre, Mrs. Harshada Amol Kodre, Mr. Nikit Vilas Kodre and Mrs. Sonal Nikit Kodre, the Respondent Nos. 12 to 17, do hereby solemnly declare that whatever stated in the Paragraph Nos. 01 to 10 is true and correct to the best of my knowledge, information and belief and we believe the same to be true.

Solemnly declared at Pune on this 06th day of December, 2024.



Mr. Vilas Nivrutti Kodre
[Signature]

Mrs. Jayashree Vilas Kodre
[Signature]

Mr. Amol Vilas Kodre
[Signature]

Mrs. Harshada Amol Kodre
[Signature]

Mr. Nikit Vilas Kodre
[Signature]

Mrs. Sonal Nikit Kodre
[Signature]

[Signature]
Identified by me:

Before me,

Notary

BEFORE ME

[Signature]
MUZAFFAR B. SHAIKH
ADVOCATE & NOTARY
GOVT OF INDIA
NOTATED & REGISTERED
SERIAL NUMBER 32/2024

06 DEC 2024





महाराष्ट्र शासन

गाव नमूना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २५,६ आणि ७]

E

गाव :- वडगांव खुर्द (944123)
PU-ID : 31191371761तालुका :- हवेली
भूमापन क्रमांक व उपविभाग : 27/1/1

जिल्हा :- पुणे

31191371761

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भू-धारणा पध्दती : भोगवटादार वर्ग -1

शेताचे स्थानिक नाव :

बरगडीचे

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नांव	क्षेत्र	आकार	पो.ख.	फे.फा.	कुळ, खंड व इतर अधिकार
क्षेत्राचे एकक हे.आर.चौ.मी	17	अशोक निवृत्ती कोठे	0.31.00	1.94	0.02.00	(1408)	कुळाचे नाव व खंड
अ) लागवड योग्य क्षेत्र	117	विलास निवृत्ती कोठे	0.93.00	5.81	0.02.00	(1408)	इतर अधिकार
जिरायत 1.24.00							इतर
बागायत							-(714)
एकूण ला.यो. 1.24.00							इतर
क्षेत्र							-(781)
ब) पोट-खराब क्षेत्र (लागवड अयोग्य)							इतर
वर्ग (अ) 0.04.00							-(1588)
वर्ग (ब)							[बोना](1739)
एकूण ख. 0.04.00							[विका स सो मुदवार न 250000/अशोक हि-](1739)
एकूण क्षेत्र 1.28.00							[बोना सहकारी सोसायटी इकरम](1910)
(अ+ब)							[विका स सो मुदवार न 350000/अशोक हि-](1910)
आकारणी 7.75							प्रलंबित फेरफार : नाही.
जुडी किंवा विशेष-आकारणी							शेवटचा फेरफार क्रमांक : 1910 व दिनांक : 21/03/2018
जुने फेरफार क्र. (302)(411)(629)(630)(722)(781)(1578)(1587)(1588)(1739)(1740)(1873)(1891)							सीमा आणि भूमापन चिन्हे :

गाव नमूना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९]

गाव :- वडगाव खुर्द (944123)

तालुका :- हवेली

जिल्हा :- पुणे

भूमापन क्रमांक व उपविभाग : 27/1/1

पिकाखालील क्षेत्राचा तपशील								लागवडीसाठी उपलब्ध नसलेली जमीन	शेरा
वर्ष	हंगान	खाता क्रमांक	पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)
					हे.आर. चौ.मी	हे.आर. चौ.मी			हे.आर. चौ.मी
20	संपूर्ण वर्ष	117	निर्भळ	पुदिना	0.9300		अन्य सर्व्हे न. मधिल विहिर		
		17	निर्भळ	पुदिना	0.3100		अन्य सर्व्हे न. मधिल विहिर		

टीप : * सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."
दिनांक :- 13/08/2024
सांकेतिक क्रमांक :- 27250007031182000082024134

(नाव :- रुपाली प्रविणसिंह परिहार)
तस्ताली पोस्ट :- वडगांव खुर्द, तालुका :- हवेली जि :- पुणे
ता. हवेली, जि. पुणे

Village Form Seven (Records of Right)

[Maharashtra Land Records Revenue Records of Right and Registers (Book Keeping) Rule 1971 Rules 3, 5, 6 and 7 from Rule 1971]

Village :- Wadgaon khurd (944123)

Taluka :- Haveli

District :- Pune

Pa-ID: 31191371761

Survey Number and Subdivision Number: 27/1/1



31191371761

Area, Unit & Assessment		Khata No.	Name of Occupant	Area	Assessment	Uncultivable	Mutation No.	Tenancy, Rent & Other Rights
Area Unit.	Htr.Are.Sq.mtrs	17	Ashok Nivrutti Kodre	0.31.00	1.94	0.02.00	(1408)	Name of Tenant and Rent
a) Cultivable Area		117	Vilas Nivrutti Kodre	0.93.00	5.81	0.02.00	(1408)	Other Rights:
Non-Irrigated	1.24.00							Other
Irrigated	-							-(714)
Total Cultivable Area:	1.24.00							Other
b) Uncultivable Area								-(781)
Class (A)	0.04.00							Other
Class (B)	-							-(1588)
Total Uncultivable Area:	0.04.00							[Encumbrance] (1739)
Total Area (a+b):	1.28.00							[Mikas Karyakari Sahakari Society - Mundhwa Rs. 250000/- Ashok Hi.] (1739)
Assessment	7.75							[Encumbrance Cooperative Society Name] (1910)
Special Assessment	-							[Mikas Karyakari Sahakari Society - Mundhwa Rs. 250000/- Ashok Hi.] (1910)
Old Mutation Nos. (302) (411) (629) (630) (722) (781) (1578) (1587) (1588) (1739) (1740) (1873) (1891)								Pending Mutation: None
								Last Mutation No.: 1910 dated 21/03/2018
								Boundary and Survey Marks:

Village Form Twelve (Record of Crops)

[Maharashtra Land Records Revenue Records of Right and Registers (Book Keeping) Rule 1971 Rule 29]

Village :- Wadgaon Khurd (944123)

Taluka :- Haveli

District :- Pune

Survey Number and Subdivision Number: 27/1/1

Year	Season	Khata No.	Details of Area Under Crop					Uncultivable Land		Remark
			Crop Type	Name of Crop	Irrigated	Non irrigated	Irrigation Equipment	Type	Area	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
			Htr.Are.Sq.mtrs			Htr.Are.Sq.mtrs			Htr.Are.Sq.mtrs	
2023-24	Full Year	117	Pure	Mint	0.9300		Well in another Survey Number			
		17	Pure	Mint	0.3100		Well in another Survey Number			

Note - *The Present Clip was taken from Mobile App.

Rs. 15/- was paid for Certified Copy

Date: 13/08/2024

Code No. - 27250007031182000082024135

Sd-
Talathi
Rupali Pravinsinh Parihar
Talathi, Vadgaon Khurd, Taluka Haveli, District Pune



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३,५,६ आणि ७]

IE

गाव :- वडगांव खुर्द (944123)
PU-ID : 19170143406

तालुका :- हवेली
भूमापन क्रमांक व उपविभाग : 27/1/2

जिल्हा :- पुणे

19170143406

37

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नांव	क्षेत्र	आकार	पो.ख.	फे.फा.	कुळ, खंड व इतर अधिकार
क्षेत्राचे एकक हे.आर.चौ.मी अ) लागवड योग्य क्षेत्र जिरायत 1.21.00 भाग्यात - एकूण ला.यो. 1.21.00 क्षेत्रे ब) पोट-खराब क्षेत्र (लागवड अयोग्य) वर्ग (अ) - वर्ग (ब) - एकूण क्षेत्र 0.00.00 एकूण क्षेत्र (अ+ब) 1.21.00 आकारणी 7.87 जूडी किंवा विशेष- आकारणी	117	विलास निवृत्ती कोठे	1.21.00	7.87		(1408)	कुळाचे नाव व खंड इतर अधिकार इतर - (714) इतर - (781) इतर - (816) इतर - (1097) इतर - (1131) इतर - (1416) प्रलंबित फेरफार : नाही. शेवटचा फेरफार क्रमांक : 1897 व दिनांक : 20/11/2017 सीमा आणि भूमापन चिन्हे :
जुने फेरफार क्र. (629) (1873) (1879) (1897)							

टीप :- या ७/१२ वरील गाव नमुना - १२ मधील पिकांचे एकूण क्षेत्र हे सकृतदर्शनी गाव नमुना - ७ च्या एकूण क्षेत्राच्या मेळात नाही. याबाबत संबंधितांनी पिकांच्या क्षेत्राची दुरुस्ती करून घ्यावी.

गाव नमुना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९]

गाव :- वडगांव खुर्द (944123)

तालुका :- हवेली

जिल्हा :- पुणे

भूमापन क्रमांक व उपविभाग : 27/1/2

वर्ष	हंगाम	खाता क्रमांक	पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
			पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
					हे.आर. चौ.मी		हे.आर. चौ.मी		हे.आर. चौ.मी	
2022-23	खरीप	117*						गवत पड	2.2100	

टीप : * सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."
दिनांक :- 13/08/2024
सांकेतिक क्रमांक :- 27250007031182000082024136

(नाव :- रुपाली प्रविण सिंह परिहार)
तलाठी/नवजाब खुर्द/हवेली जि :- पुणे
ता. हवेली, जि. पुणे



Date : 13/08/2024

Village Form Seven (Records of Right)

[Maharashtra Land Records Revenue Records of Right and Registers (Book Keeping) Rule 1971 Rules 3, 5, 6 and 7 from Rule 1971]

Village :- Wadgaon khurd (944123)

Taluka :- Haveli

District :- Pune

Pu-ID: 19170143406

Survey Number and Subdivision Number: 27/1/2

19170143406

Tenure Type: Occupant Class 1		Local Name of the Field:					
Area, Unit & Assessment	Khata No.	Name of Occupant	Area	Assessment	Uncultivable	Mutation No.	Tenancy, Rent & Other Rights
Area Unit. Htr.Are.Sq.mtrs	117	Vilas Nivrutti Kodre	1.21.00	7.87		(1408)	Name of Tenant and Rent
a) Cultivable Area							Other Rights:
Non-Irrigated	1.21.00						Other
Irrigated	-						-(714)
Total Cultivable Area: 1.21.00							Other
b) Uncultivable Area							-(781)
Class (A)	-						Other
Class (B)	-						-(816)
Total Uncultivable Area: 0.00.00							Other
Total Area (a+b): 1.21.00							-(1097)
Assessment	7.87						Other
Special Assessment	-						-(1131)
							Other
							-(1416)
							Pending Mutation: None
							Last Mutation No.: 1897 dated 20/11/2017
Old Mutation Nos. (629) (1873) (1879) (1897)							Boundary and Survey Marks:

Note: Prima Facie, the total area of crops as stated in Village Form 12 in the present 7/12 Extract is not equal to the total area stated in the Village Form -7. The concerned person to get the area of the crops corrected.

Village Form Twelve (Record of Crops)

[Maharashtra Land Records Revenue Records of Right and Registers (Book Keeping) Rule 1971 Rule 29]

Village :- Wadgaon Khurd (944123)

Taluka :- Haveli

District :- Pune

Survey Number and Subdivision Number: 27/1/2

Year	Season	Khata No.	Details of Area Under Crop					Uncultivable Land		Remark
			Crop Type	Name of Crop	Irrigated	Non irrigated	Irrigation Equipment	Type	Area	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
					Htr.Are.Sq.mtrs	Htr.Are.Sq.mtrs			Htr.Are.Sq.mtrs	
2022-23	Kharif	117						Gavat Pad	2.2100	

Note - *The Present Clip was taken from Mobile App.

Rs. 15/- was paid for Certified Copy

Date: 13/08/2024

Code No. - 27250007031182000082024136

Sd-
Talathi
Rupali Pravinsinh Parihar
Talathi, Vadgaon Khurd, Taluka Haveli, District Pune



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९६१ यातील नियम ३,५,६ आणि ७]

३८

गाव :- वडगांव खुर्द (944123)
PU-ID : 29560171531

तालुका :- हवेली
भूमापन क्रमांक व उपविभाग : 27/1/3

जिल्हा :- पुणे

29560171531

भू-धारणा पध्दती : भोगवटादार वर्ग -1

शेताचे स्थानिक नाव :

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नांव	क्षेत्र	आकार	पो.ख.	फे.फा.	कुळ, खंड व इतर अधिकार
क्षेत्राचे एकक हे.आर.चौ.मी अ) लागवड योग्य क्षेत्र जिरायत 1.01.00 बागायत - एकूण ला.यो. 1.01.00 क्षेत्र ब) पोट-खराब क्षेत्र (लागवड अयोग्य) वर्ग (अ) वर्ग (ब) एकूण पो.ख. 0.00.00 एकूण क्षेत्र 1.01.00 अ-ब आकारणी 6.25 जुडी किंवा विशेष- आकारणी	396	जयश्री विलास कोदे	1.01.00	6.25		(1408)	कुळाचे नाप व खंड इतर अधिकार इतर - (714) इतर - (781) इतर - (816) इतर - (1097) इतर - (1131) इतर - (1416) प्रलंबित फेरफार : नाही. शेवटचा फेरफार क्रमांक : 1897 व दिनांक : 20/11/2017 सीमा आणि भूमापन चिन्हे :
जुने फेरफार क्र (630) (714) (781) (1097) (1131) (1416) (1864) (1873) (1897)							

टीप :- या ७/१२ वरील गाव नमुना - १२ मधील पिकांचे एकूण क्षेत्र हे सकृत्दर्शनी गाव नमुना - ७ च्या एकूण क्षेत्राच्या मेळात नाही. याबाबत संबंधितांनी पिकांच्या क्षेत्राची दुरुस्ती करून घ्यावी.

गाव नमुना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९६१ यातील नियम २१]

गाव :- वडगांव खुर्द (944123)

तालुका :- हवेली

जिल्हा :- पुणे

भूमापन क्रमांक व उपविभाग : 27/1/3

पिकाखालील क्षेत्राचा तपशील								लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
वर्ष	हंगाम	खाता क्रमांक	पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
					हे.आर. चौ.मी	हे.आर. चौ.मी			हे.आर. चौ.मी	
2022-23	खरीप	396*						गवत पड	2.0100	

टीप : * सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."
दिनांक :- 13/08/2024.
सांकेतिक क्रमांक :- 27250007031182000082024138

(नाव :- रुफीसि विणसिंह परिहार)
ता. वडगांव खुर्द / हवेली जिल्हा :- पुणे
ता. हवेली, जि. पुणे



Village Form Seven (Records of Right)

[Maharashtra Land Records Revenue Records of Right and Registers (Book Keeping) Rule 1971 Rules 3, 5, 6 and 7 from Rule 1971]

Village :- Wadgaon khurd (944123)

Taluka :- Haveli

District :- Pune

Pa-ID: 29560171531

Survey Number and Subdivision Number: 27/1/3

295601715311

Tenure Type: Occupant Class 1		Local Name of the Field:					
Area, Unit & Assessment	Khata No.	Name of Occupant	Area	Assessment	Uncultivable	Mutation No.	Tenancy, Rent & Other Rights
Area Unit. Htr.Are.Sq.mtrs	396	Jayashree Vilas Kodre	1.01.00	6.25		(1408)	Name of Tenant and Rent
a) Cultivable Area							Other Rights: Other -(714) Other -(781) Other -(816) Other -(1097) Other -(1131) Other -(1416) Pending Mutation: None Last Mutation No.: 1897 dated 20/11/2017
Non-Irrigated	1.01.00						
Irrigated	-						
Total Cultivable Area:	1.01.00						
b) Uncultivable Area							
Class (A)	-						
Class (B)	-						
Total Uncultivable Area:	0.00.00						
Total Area (a+b):	1.01.00						
Assessment	6.25						
Special Assessment	-						
Old Mutation Nos. (630)(714)(781)(1097)(1131)(1416)(1864)(1873)(1897)							Boundary and Survey Marks:

Note: Prima Facie, the total area of crops as stated in Village Form 12 in the present 7/12 Extract is not equal to the total area stated in the Village Form -7. The concerned person to get the area of the crops corrected.

Village Form Twelve (Record of Crops)

[Maharashtra Land Records Revenue Records of Right and Registers (Book Keeping) Rule 1971 Rule 29]

Village :- Wadgaon Khurd (944123)

Taluka :- Haveli

District :- Pune

Survey Number and Subdivision Number: 27/1/3

		Details of Area Under Crop						Uncultivable Land		Remark
Year	Season	Khata No.	Crop Type	Name of Crop	Irrigated	Non irrigated	Irrigation Equipment	Type	Area	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
					Htr.Are.Sq.mtrs	Htr.Are.Sq.mtrs			Htr.Are.Sq.mtrs	
2022-23	Khariif	396						Gavat Pad	2.0100	

Note - *The Present Clip was taken from Mobile App.

Rs. 15/- was paid for Certified Copy

Date: 13/08/2024

Code No. - 27250007031182000082024138

Sd-
Talathi
Rupali Pravinsinh Parihar
Talathi, Vadgaon Khurd, Taluka Haveli, District Pune

"Annexure - R5"

(40)

BEFORE THE SOLE ARBITRATOR HON'BLE SHRI.
PRAMOD D. AMBEKAR, ESQUIRE

ARBITRATION PROCEEDING NO. _____/2019

1. Mahanagar Realtors

Registered Office At: 5, San Mahu Complex,
Bund Garden Road, Pune - 411001.

Through its members i.e. as follows:-

2. Shri. Subhash Sitaram Goel

Age - 56 years, Occu: Business and Agriculture

Having Office at: 5, San Mahu Complex,

Bund Garden Road, Pune - 411001.

3. Shri. Rajendra Sitaram Goel

Age - 61 years, Occu - Business and Agriculture

Having Office at: 5, San Mahu Complex,

Bund Garden Road, Pune - 411001.

4. Smt. Meenadevi Umesh Goel

Age - 58 years, Occu - Household

5. Shri. Annuj Umesh Goel

Age - 37 years, Occu - Business and Agriculture

For Self and POA Holder of Claimant Nos. 4, 6 and 7.

6. Shri. Ankit Umesh Goel

Age - 30 years, Occu - Business and Agriculture

(41)

Having Office at: 5, San Mahu Complex,
Bund Garden Road, Pune – 411001.

7. Smt. Seema Anshul Garg

Age - 32 years, Occu – Business and Agriculture

Residing at: 103, Cosmos Prime,

Magarpatta City, Hadapsar, Pune – 411 028.

8. Shri. Bharat Mithalal Nagori

Age - 60 years, Occu: Business and Agriculture

Having Office at: 161/1, Shivsagar Co-Op Society,

Ganeshkhind Road, Shivaji Nagar,

Pune - 411016.

... Claimants

Versus

1. Shri. Manik Nivrutti Kodre

Age: 60 years, Occu: Agriculturist & Industrialist

Residing at: Flat No. 1 & 2,

Building "E", Sacred Heard Town, Wanowrie,

Pune – 411 040.

2. Smt. Kalpana Manik Kodre

Age: 53 years, Occu: Household,

Residing at: Flat No. 1 & 2, Building "E",

Sacred Heard Town, Wanowrie, Pune – 411 040.

3. Shri. Ashok Nivrutti Kodre

Age: 70 years, Occu: Agriculturist,

Residing at: S. No. 52/5, Nr. Railway Over Bridge,

Mundhwa, Pune - 411 036.

4. Smt. Minakshi Ashok Kodre

Age: 61 years, Occu: Agriculturist

Residing at: S. No. 52/5, Nr. Railway Over Bridge,

Mundhwa, Pune - 411 036.

5. Shri. Vilas Nivrutti Kodre

Age: 66 years Occu: Agriculturist

Residing at: Nivarutti Baug, A/Post Yawat,

Tal. Daund, Dist. Pune.

6. Smt. Jayashree Vilas Kodre

Age: 59 years, Occu: Household

Residing at: Nivarutti Baug, At post Yawat,

Tal. Daund, Dist. Pune.

7. Shri. Nilesh Ashok Kodre

Age: 45 years, Occu: Architect

Residing at: S. No. 52/5,

Near Railway Over Bridge,

Mundhwa, Pune - 411 036.

(43)

8. **Smt. Vaishali Nilesh Kodre**
Age: 44 years, Occu: Household
R/at: S. No. 52/5, Nr. Railway Over Bridge,
Mundhwa, Pune - 411 036.
9. **Shri. Shailesh Ashok Kodre**
Age: 41 years, Occu: Agriculturist
R/at: S. No. 52/5, Nr. Railway Over Bridge,
Mundhwa, Pune - 411 036.
10. **Mrs. Amruta Shailesh Kodre**
Age: 40 years, Occu: Household,
R/at: S. No. 52/5, Nr. Railway Over Bridge,
Mundhwa, Pune - 411 036.
11. **Smt. Archana Anil Sayker**
Age: 44 years, Occu: Household
R/at: Samrat Garden, Hadapsar,
Pune - 411 028.
12. **Shri. Amol Vilas Kodre**
Age: 41 years, Occu: Agriculturist
R/at: Nivarutti Baug, At post Yawat,
Tal. Daund, Dist. Pune.
13. **Smt. Harshada Amol Kodre**
Age: 38 years, Occu: Household
R/at: Nivarutti Baug, At post Yawat,

Tal. Daund, Dist. Pune.

14. Shri. Nikit Vilas Kodre

Age: 39 years, Occu: Business

R/at: Nivarutti Baug, A/P Yawat,

Taluka: Daund, Dist. Pune.

15. Shri. Anup Manik Kodre

Age: 32 years Occupation: Industrialist

16. Shri. Nitish Manik Kodre

Age: 30 years Occu: Architect / Industrialist

No. 15 and No. 16 Residing at: Flat No. 1 & 2

Building E, Sacred Heart Town,

Wanowrie, Pune 411040.

17. Mrs. Sonal Nikit Kodre

Age: 33 years Occu: Household

Residing at: Nivarutti Baug, At post Yawat,

Taluka: Daund, Dist. Pune.

... Respondents

STATEMENT OF CLAIM OF THE CLAIMANTS

THE CLAIMANTS ABOVENAMED MOST
RESPECTFULLY SUBMIT AS UNDER:-

1. Description of the properties owned by Respondents :-

Description of the property:

The contiguous block formed of lands admeasuring Hectares 01 = 49 Ares, Hectares 01 = 28 Ares, Hectares 01 = 21 Ares, Hectares 01 = 01 Ares, Hectares 01 = 44 Ares and Hectares 01 = 54 Ares comprising of lands bearing Survey No. 26 Hissa No. 3, Survey No. 27 Hissa No. 1/1, Survey No. 27 Hissa No. 1/2, Survey No. 27 Hissa No. 1/3, Survey No. 27 Hissa No. 2 and Survey No. 31 Hissa No. 1, situate, lying and being at Village Vadgaon Khurd within the Registration Sub District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune and which Contiguous block admeasuring Hectares 07 = 97 Ares as described below in details:

A) Survey No. 26 Hissa No. 3 totally admeasuring area about 01 Hec. 49 Are being assessed for Rs. 05-52 paise, is on the name of Mr. Ashok Nivrutii Kodre and is bounded as follows:-

On or towards the East :S. No. 25, Vadgaon Khurd
 On or towards the South :S. No. 26/2B, Vadgaon Khurd
 On or towards the West :S. No. 27/2, Vadgaon Khurd
 On or towards the North :Land owned by Mr. Tukaram
 Kudale out of S. No. 26,
 Vadgaon Khurd

B) Survey No 27, Hissa No. 1/1, totally admeasuring area about 01 H. 28 R, being assessed for Rs. 7.75 are on the name of Mr. Ashok Nivrutti Kodre for 0 H 33 R out of the said Sr. No and. Mr. Vilas Nivrutti Kodre for 0 H 95 R out of the said Sr. No. and is bounded as follows:-

On or towards the East : S. No. 26/1B and 26/3, Vadgaon Khurd.

On or towards the South : S. No. 27/2, Vadgaon Khurd.

On or towards the West : S. No. 27/1/3, Vadgaon Khurd.

On or towards the North : Govt. Road.

C) Survey No 27, Hissa No. 1/2 totally admeasuring area about 01 H. 21 R, being assessed for Rs. 7.87 is on the name of Mr. Vilas Nivrutti Kodre and bounded as follows:-

On or towards the East : S. No. 27/1/3, Vadgaon Khurd

On or towards the South : S. No. 27/2, Vadgaon Khurd

On or towards the West : Road

On or towards the North : Govt. Road

D) Survey No 27, Hissa No. 1/3 totally admeasuring area about 01 H. 01 R, being assessed for Rs. 6.25 is on the name of Jayashree Vilas Kodre and bounded as follows:-

On or towards the East : S. No. 27/1/1, Vadgaon Khurd

On or towards the South : S. No. 27/2, Vadgaon Khurd

On or towards the West : S. No. 27/1/2, Vadgaon Khurd

On or towards the North : Road

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E) Survey No 27, Hissa No. 2 totally admeasuring area about 01 H. 44 R, being assessed for Rs. 9.00 are on the name of Mrs. Minakshi Ashok Kodre for 0 H 42 R out of the said Sr. No and. Mrs. Kalpana Manik Kodre for 01 H 22 R out of the said Sr. No. and bounded as follows:-

i. Out of the said S. No., area admeasuring 0 H. 42 R is owned by Mrs. Minakshi Ashok Kodre and is bounded as follows:-

On or towards the East: S. No. 26/2A, Vadgaon Khurd

On or towards the South: S. No. 31/1, Vadgaon Khurd

On or towards the West: S. No. 27/2, Vadgaon Khurd

On or towards the North: S. No. 27/1/1, 27/1/3,
Vadgaon Khurd.

ii. Out of the said S. No., area admeasuring 01 H. 02 R is owned by Mrs. Kalpana Manik Kodre and is bounded as follows:-

On or towards the East: S. No. 27/2, Vadgaon Khurd

On or towards the South: S. No. 31/1, Vadgaon Khurd

On or towards the West: S. No. 21, Vadgaon Khurd

On or towards the North: S. No. 27/1/2, 27/1/3,
Vadgaon Khurd

F) Survey No 31, Hissa No. 1 totally admeasuring area about 01 H. 54 R, being assessed for Rs. 10.45 on the name of Mr. Ashok Nivrutti Kodre for 0 H 36 R out of the said Sr. No

and. Mr. Manik Nivrutti Kodre for 01 H 18 R out of the said Sr. No. and bounded as follows:-

- i. Out of the said Survey No., area admeasuring 0 H. 36 R is owned by Mr. Ashok Nivrutti Kodre and is bounded as follows:-

On or towards the East:S. No. 26/2A, Vadgaon Khurd

On or towards the South:S. No. 31/1, Vadgaon Khurd

On or towards the West: S. No. 31/1, Vadgaon Khurd

On or towards the North :S. No. 27/2, Vadgaon Khurd

- ii. Out of the said Survey No., area admeasuring 01 H. 18 R is owned by Mr. Manik Nivrutti Kodre and is bounded as follows:-

On or towards the East:S. No. 31/1, Vadgaon Khurd

On or towards the South: S. No. 31/2B, Vadgaon Khurd

On or towards the West:S. No. 21, Vadgaon Khurd

On or towards the North: S. No. 27/2, Vadgaon Khurd

(Hereinafter collectively referred to as the "Said Property" for sake of brevity)

Value of the above said properties is Rs. 3,73,80,000/- (Rupees Three Crores Seventy Three Lakhs Eighty Thousand Only) as per the valuation report taken by Respondent No. 1 Dated 28/03/2005 given by Chartered Accountant and Government Approved Valuer Shekhar L. Thite.

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Area under Reservation and Residential Land are as follow:

SR. NO.	TOTAL AREA OF LAND AS PER 7/12 EXTRACT	RESI. AREA (sq.mtr)	AREA UNDER ROAD (sq.mtr)	AREA UNDER HERITAGE (sq.mtrs)	AREA UNDER HOSPITAL (sq.mtrs)	AREA UNDER PARK (sq.mtrs)	AREA UNDER PLAY GROUND (sq.mtrs)	AREA UNDER WATER BODIES (sq.mtr)
26/3	01 H 49 R	6278.16	2244.06	-----	-----	-----	6377.78	-----
27/2	01 H 02 R	454.65	3580.36	315.00	-----	5063.24	561.00	245.75
27/2	00 H 42 R	2006.00	1977.55	-----	-----	-----	216.45	-----
31/1	01 H 18 R	1061.19	5891.44	1584.30	1174.00	1552.82	-----	536.25
31/1	00 H 36 R	3600	-----	-----	-----	-----	-----	-----
27/1/1	00 H 33 R	-----	-----	-----	-----	-----	3300.00	-----
27/1/1	00 H 95 R	-----	-----	-----	-----	-----	9500.00	-----
27/1/2	01 H 21 R	-----	DP Road	-----	-----	-----	12100.00	-----
27/1/3	01 H 01 R	-----	-----	-----	-----	10100.00	-----	-----

2. The Claimants are leading builders / developers in Pune and around Pune by profession. The Claimants have successfully completed large number of land development projects in or around Pune since last several years.
3. At the outset the Claimants state that in order to understand the nature of the properties involved in the present case, the relationship between them and the rights and liabilities involved, the following preliminary facts are required to be considered:
 - i) The Claimants state that there were and are three branches of Kodre family i.e. Hindu Undivided Family headed by Late. Nivrutti Sadhu alias Sadba Kodre. The properties of HUF were already

partitioned between Nivrutti and his Co-shares and the properties described in para 1 had come to the share of the deceased Nivrutti Kodre and his branch. It is submitted by the Claimants that Respondent No. 1 Manik Nivrutti Kodre and Claimant No. 8 Bharat Nagori were and are childhood friends and they also had good business relations and were even carrying on separate business together. This fact depicts that there were and are very cordial relations between Claimant No. 8 and Respondents. The Claimants state that in view of the business relations between Respondent No. 1 Manik Kodre and Claimant No. 8, and considering that both were interested in forming a joint venture to develop a single project. However, since the Respondents were basically from agricultural family, naturally they did not have sufficient technical know-how and expertise for carrying out activity of development of the Said Properties, the Respondent No. 1 Manik Kodre along with other 14 Respondents submitted proposal to Claimants to undertake the project in question consisting of commercial and residential units and to sell the same and share the Gross Sale Proceeds jointly in such business. As the project was big and there were many technical problems and the process of clearing the technical, legal problems was lengthy, tedious and time consuming and the Claimant No. 8 had other ongoing projects at hand he with the consent of Respondents invited the Claimant Nos. 2 to 7 to join in this venture. Thus proposal was given for forming of joint venture for specific duration of time and to work in

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joint venture as association of persons (A.O.P). The relations between Claimant No. 8 and Respondents were so cordial that the son of Respondent No. 1 i.e. the Respondent No.16 namely Mr. Nitish Manik Kodre was working as an Architect with the Claimant No. 8 upto June 2016. So also the nephew of Respondent No. 1, 3 and 5 namely Advocate Shri. Vijay Shinde was working with the Claimant No. 8 as the Legal Head of the office of Claimant No. 8 for a decade i.e. from the year 2006 till 2017. Said Shri. Vijay Shinde was looking after the entire legal department of the Claimant No. 8 and had detail and complete knowledge of the deals of the Claimant No. 8 and the past, ongoing and proposed projects of the Claimant No. 8.

- ii) After proposal given by Respondents extensive negotiations took place between the parties and it was agreed between the parties to form an Association of Persons (A.O.P) in the name of Claimant No. 1 and to carry on the business jointly i.e. the project in Joint Venture according to the provisions of Contract Act. Thus, Claimants and Respondents both were and are acting as joint promisors and promisees. Thus, it is the case of joint promisors to contribute equally and to do the business in joint venture and complete the project till its entirety.
- iii) The Claimants state that accordingly parties agreed to enter into Association of Persons i.e. Joint Venture and to carry on the business of

Development of Housing Project jointly on the said properties i.e. single transaction though duration of such 'business may involve several years and after completion of construction to dispose off the constructed units i.e. commercial as well as residential units jointly. Naturally there is express provision and contract to make contribution jointly to the said joint venture (hereinafter referred to as "J.V") and accordingly as explained hereinafter a document of J.V/Agreement of Development of said immoveable properties, carrying out construction and to sell the same came to be executed which was duly registered in the office of Sub-Registrar Haveli No.16 at Serial No. 3670/2005 on 19/05/2005 to do the business as stated and agreed in clause 3 of Joint Venture / Association of Persons Agreement. It is submitted hence agency was automatically created. However, even otherwise on the same day the Respondent Nos. 1 to 14 executed an Irrevocable Power of Attorney in favour of the Claimant Nos. 2 and 8. Said Power of Attorney was also registered in the office of Sub-Registrar Haveli No.16, at Serial No. 3671/2005 on 19/05/2005 so as to enable them to represent the Respondents in the course of development of the Said Properties.

- iv) The area of above referred properties hereinafter referred to as said properties involved in the said project was 7 Hectors.97 Ares i.e. 79,700 Sq. mtrs. However, at that relevant time i.e. in the year 2005 certain portions of the said properties were covered

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in reservation, as stated in table at the end of Para
1 above.

4. The Claimants rely on the said Joint Venture Agreement. The Claimants are reproducing clauses 1, 3, 6, 7, 8, 17 and 26 thereof to understand the nature of understanding and agreed terms between the parties.

" : FORMATION OF JOINT VENTURE :

1. *The Party of the First Part to the Party of the Sixth Part and the Other Party herein, hereby confirm having formed into a Joint Venture (Association of Persons) to be known by the name of "MAHANAGAR REALTORS"*

The Party of the First Part to the Party of the Sixth Part and Other Party (which form the parties of the Joint Ventures), shall hereinafter be called to or referred to "The Said Parties"

: BUSINESS OF JOINT VENTURES :

3. *This Joint Venture shall carry on the business of developing a Housing Project on the Said Lands and dispose of the constructed units (commercial as well residential) therein. This Joint Venture shall terminated on the completion of the housing project on the Said Land as stipulated in Clause No. 26 of this Agreement.*

DECLARATIONS/CONVENANTS OF THE PARTY OF
THE OTHERS PART.

6. *The Party of the Other Part agrees and confirms as under:*

- A) *That it has agreed to jointly develop The said land with The party Of The first part to the party of the Sixth part by construction of a Housing Complex containing Residential/Commercial Units thereon and the said proposed new buildings shall be constructed in accordance with the building plans and specifications to be approved by the Pune Municipal Corporation . The proposed development specifications of the various units to be constructed and the amenities to be provided therein will be decided by The Other Party.*
- B) *That the proposed new building/s shall be constructed by The Other Party in accordance with the building plans as approved by the Pune Municipal Corporation with such modification thereto that may be made by The Other Party hereto and which would be subject to the approval of the Pune Municipal Corporation.*
- C) *Before execution hereof, The Other Party has investigated the title ownership and other rights of The Party of the First Party of The Sixth Part in respect of their respective holdings, through their Advocates and The Other Party has satisfied themselves that the same is free, clear and marketable and that there are no outstanding encumbrances on or in respect thereof. Notwithstanding anything contained herein, if any defect-in-title or any outstanding encumbrance on or in respect of The said Land or any part or portion thereof is found to exist hereafter, it shall be the responsibility of The Party of the First Part to The Party of The Sixth Part to clear / remove the same at their own costs within a reasonable period.*

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RESPONSIBILITIES OF THE PARTY OF THE FIRST
PART TO PARTY OF THE SIXTH PART

7 (A) IN RESPECT OF THE TITLE ---

The Party of The First Part to The Party of The Sixth Part shall at their own costs perfect the title of their respective holdings of The said lands and shall ensure that same is free from all encumbrances, charges, mortgages, claims or doubts and The Party of The First Part to The Party of The Sixth Part shall get in all outstanding estates, if any, in respect thereof at their own costs. On execution hereof, The Other Party shall be entitled to have the title of the said holders of portions out of the said land to their respective holdings out of the said land and the beneficial title of The Party of The First Part to The Party of The Sixth Part to the same investigated by its Advocates. The Party of The First Part to The Party of The Sixth Part shall produce for the inspection of the said Advocates all original documents of title in respect of The said land in its power or possession within a period of fifteen days from the date of execution hereof. If, on such investigation of title, any defect in the title of respective holders of The said land or any outstanding encumbrance, charges, mortgage, doubt or claim is found to exist, then in that event, The Party of The First Part to The Party of The Sixth Part shall be obliged to remove any such defect in title or clear any such encumbrance at its cost within a reasonable period. Further, The Party of The First Part to The Party of The Sixth Part shall be obliged to have the said lands demarcated and admeasured by the City Survey Officer/Office of the Taluka Inspector of Land Records, Haveli Pune and to procure the "Demarcation Certificates" in respect thereof and hand over the same to The Other Party

7 (B) OTHERS RESPONSIBILITIES OF THE PARTY OF THE FIRST PART TO THE PARTY OF THE SIXTH PART:-

- i) To give and/or tender their signatures on all forms, applications and other writings for getting the lands demarcated and admeasured by the City Survey Office Pune.
- ii) To bear one-half of the costs and charges to be incurred to get the clearance and/or appropriate orders from the Competent Authority, under the provisions of Urban Land (Ceiling & Regulation) Act, 1976
- iii) To convey The said lands in favour of the ultimate transferee thereof being one or more Co-operative Housing Societies / Condominium of Apartment Owners/Private Limited Companies, as the case may be.
- iv) To Sign all necessary and required papers, applications, documents, undertaking, affidavits, power of attorney, and all other papers and documents to procure the necessary Orders Under the provisions of the Urban land (Ceiling & Regulation) Act, 1976 from the Office of the Competent Authority, Pune Urban Agglomeration / Appellate Authority under the said Act / Government of Maharashtra holding that the respective holdings of the respective owners each of the said respective Owners out Of The said land is retainable by them and " non-surplus in their hands.
- v) To discharge all statutory obligation as promoters under the provisions of The Maharashtra Ownership Flats Act, 1963 so far as the same pertain to conveying title to the said land the Ultimate Body / Bodies formed of the Flats / Unit Purchasers.
- vi) To get redeemed the charges or encumbrances which may be reflected from the ' Other Right ' column of the 7/12 extracts of The said lands

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: CAPITAL OF JOINT VENTURE:

8. The Capital of the Joint Venture shall be contributed by the parties herein as under:

A) THE PARTY OF THE FIRST PART TO THE PARTY OF THE SIXTH PART:-

a) The Party of the First Part to The Party of The Sixth Part shall make available The Said Lands to the Joint Venture and the Joint Venture shall be entitled to develop, construct one or more buildings and/ or other structures and to sell the constructed residential and commercial units and all other spaces, terraces, parkings, etc. to the prospective purchasers and to receive the consideration amounts from them.

17. SHARING OF PROFIT

The Profit and Losses of the Joint Venture shall be arrived at after deducting the, cost of construction /development, cost of administration and marketing and all other cost, charge and expenses of the Joint Venture. The Profit and Loss Account of the Joint Venture shall be drawn up on generally accepted account and commercial principle. The parties agree to share the Profit of the Venture in the following Properties:

Share in Profit and Losses as under:

<i>Sr. No</i>	<i>Name</i>	<i>Profit</i>	<i>Loss</i>
1.	<i>Mr. Ashok Nivrutti Kodre (The party of the First Part)</i>	16.00%	Nil
2.	<i>Mrs. Minakshi Ashok Kodre (The party of the Second Part)</i>	05.20%	Nil
3.	<i>Mr. Vilas Nivrutti Kodre (The party of the Third Part)</i>	17.00%	Nil
4.	<i>Mrs. Jayashree Vilas Kodre (The party of the Fourth Part)</i>	08.85%	Nil
5.	<i>Mr. Manik Nivrutti Kodre (The party of the Fifth Part)</i>	10.00%	Nil
6.	<i>Mrs. Kalpana Manik Kodre (The party of the Sixth Part)</i>	07.95%	Nil
7.	<i>Mr. Bharat Mithalal Nagori (No. 4 of the Other Part)</i>	17.50%	50%
8.	<i>Mr. Subhash Sitaram Goel (No. 1 of the Other Party)</i>	05.84%	16.66%
9.	<i>Mr. Rajendra Sitaram Goel (No. 2 of the Other Party)</i>	05.83%	16.67%
10.	<i>Mr. Umesh Sitaram Goel (No. 3 of the Other Party)</i>	05.83%	16.67%

The Party of the First Part to The Party of the Sixth Part shall not be liable to bear and pay any part of the losses, if any, incurred by the Joint venture.

: CONCLUSION OF JOINT VENTURE :

26. This Joint Venture shall be dissolved or come to an end, ipso-facto, completion of the entire development work on The said lands and only after all the units are sold and the sale proceeds are received and final accounts between the parties are settled.'

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5. The Claimants state that according to the said J.V / A.O.P Agreement both the parties i.e. Claimants' group and Respondents group were to contribute jointly and in Joint Venture / Association of Persons Agreement and according to Clause 8 of J.V / A.O.P the Respondents' group i.e. initial owners of the said properties agreed to make available the said properties to the J. V / A.O.P so as to enable the J.V / A.O.P to develop the said properties, carry out construction of one or more buildings and sell the constructed residential and commercial premises / units etc. to prospective purchasers. Thus Claimants state that there is an express contract to contribute by each group i.e. Respondents to make available the above referred lands so that right to develop, construct, and sale the units vests with the J.V. i.e. Claimant No. 1. Thus these rights arising out of ownership came to be brought into the A.O.P. i.e. J.V. Thus the Respondents contributed these assets of the land in A.O.P. and Claimants to contribute capital in terms of money and expertise. In short the development and construction i.e. the part of the business of J.V/ A.O.P was to be carried out jointly by all members of A.O.P. i.e. Claimants and Respondents as per the said Contract as joint promisors. In short the Respondents brought above said properties in J.V/ A.O.P i.e. above referred right/ assets as their capital i.e. thrown the same in the common hotchpotch of Association of Persons i.e. J.V. As a result though ownership of these lands technically remained with the Respondents. However, the Respondents and the Claimants being members of Claimant No. 1 i.e. Mahanagar Realtors (A.O.P.) , therefore, they became beneficial owners of these rights i.e. right to develop, carry out construction and to sell the

same to prospective purchasers which are the assets acquired and vested in A.O.P. / J.V. as per the contract. These rights are assets of the Claimant No. 1 and consequently of other Claimants as also and therefore the Claimants are entitled to enjoy assets as their legal right i.e. beneficial owners and have right to complete the said project. As a result the J.V / A.O.P got exclusive right to develop, carry out construction and to sell the units to prospective purchasers / buyers. It is submitted that this express contract and otherwise implied contract to contribute towards the J.V / A.O.P is independent of contract and as a result Claimants being joint promisors along with Respondents are entitled to said assets / properties i.e. they have right to continue the said project in the name of A.O.P i.e. Mahanagar Realtors and these properties i.e. assets have become properties of the A.O.P / J.V i.e. Mahanagar Realtors. This is the subject of arbitration and dispute arose because of alleged termination of J.V by some of the Respondents.

6. The Claimants state and submit that, an amount of Rs. 1,85,00,000/- (Rupees One Crore Eighty Five Lakhs Only) was Initially paid by them as their share of capital for the said A.O.P / Joint Venture, which is more than 47.55% of the value of properties as per Government ready reckonor and thereafter time to time total amount to the tune of Rs. 3,40,41,800/- (Rupees Three Crore Forty Lakhs Forty One Thousand Eight Hundred Only) was contributed by Claimants. However, the Respondents claimed the same though received by them mainly from A.O.P. All these amounts are accounted for by the A.O.P. The Claimants have annexed as Annexure "A", the details of payments made by the Claimants. Thus the

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Joint Venture/ A.O.P has become owner of the said assets as stated above. Some of the Respondent No. 1 to 17 had also admitted this fact in their Income Tax Returns / Cases and the Claimants crave leave to call the record from Income Tax department if the Respondents do not produce the same.

7. The Claimants contributed Rs. 1,85,00,000/- as per the contract and paid to the Respondents and also incurred expenses of Stamp Duty, Registration charges and Advocates fees as per following particulars:-

Agreement	POA	I. Supplementary Agreement Dated 30/01/2006	II. Supplementary Agreement Dated 01/07/2010
Stamp Duty of Rs. 3,89,880/- Paid on 2005 Market Value Rs. 3,89,88,000/-	Franking of Rs.100/-	100/-	100/-
Total Fees Rs. 30,000/-	Total Fees Rs. 31,220/-		Total Fees Rs. 1,200/-

8. It is worth noting that even according to said A.O.P and J.V Agreement particularly clause 17, shares in the profits from the gross sale proceeds have been agreed between the parties i.e. initially Respondents were entitled to 65% of the profit accumulated by the J.V. and 35% of the profit to be paid to the Claimants as per the agreement between the parties which was subsequently modified in Supplementary Agreement of 2006 by which

it was agreed that Respondents were entitled to 28% of the Gross sale proceeds and Claimants were entitled to 72% of Gross Sale Proceeds after deducting the expenses. This profit sharing ratio was agreed obviously in view of the joint contribution by both the parties.

9. It is also worth noting that according to clause No.26 of J.V / A.O.P Agreement, the said J.V i.e. A.O.P could be dissolved or would come to an end ipso - facto only after completion of the entire development work as above referred assets / properties and after all the units are sold, sale proceeds are received and after accounts of J.V. between the parties are settled. Thus this J.V / A.O.P was formed for a specific duration and that duration is the completion of entire project as contemplated by clause 26 of the J.V / A.O.P Agreement and therefore any duration for performance of the project mentioned in J.V / A.O.P i.e. within 36 months from last sanctioned plan is superficial and has no meaning as mentioned in this supplementary agreement. In short J.V / A.O.P cannot be dissolved or brought to an end by any parties to the said J.V / A.O.P unless the entire project is completed in the manner as stated above as per clause No. 26 of the J.V / A.O.P Agreement. In short none of the groups of the Claimants or Respondents have right to terminate the said J.V / A.O.P as has been done by Respondents No.1,2,15 and 16, and 5,6,12,13,14 and 17 by issuing alleged notices dated 07/07/2016 and 08/07/2016.

10. The Claimants therefore state that, firstly they have not committed any breach of any of the terms of J.V / A.O.P Agreement nor they are responsible for delay of the project in question. At any rate this being a Joint Venture

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/ Association of persons as explained hereinabove, the Respondents have no any right to terminate the same and if Respondents are unable to continue with the project as members of J.V / A.O.P then at the most they can retire from the said J.V / A.O.P but they cannot take away the right of the Claimants to continue the said project i.e. to develop, carry out construction and sell the same as these properties/ assests are brought into the common hotchpotch by the Respondents as stated above. Therefore they are now assets of the J.V / A.O.P i.e. right to develop, carry out construction, sell the same and to continue and complete the said project, which is already vested in the J.V / A.O.P and Claimants being members of J.V/A.O.P have right to continue the said project i.e. develop, carry out construction and sell the same and the Respondents have no right to obstruct the Claimants from carrying out their part of the agreement. The Claimants are even entitled to compel the Respondents to continue these assets / properties which they have already contributed and have now become properties/ assests of A.O.P / J.V and therefore Claimants have right to compel them and have acquired absolute right to continue the said project and the Respondents cannot obstruct the Claimants from continuing the said project in view of the fact and law that all are co-promisors and co-promisees. Therefore the Respondents being co-promisors brought assets i.e. right to develop, carry out construction and to sell the units in the A.O.P / J.V which is already vested in the said A.O.P / J.V and therefore they are bound to co-operate and allow the Claimants who are entitled to continue the said project by using assets and properties of A.O.P. Therefore there is no question of termination of

A.O.P / J.V as has been done by Respondent Nos. 1,2,15 and 16, and 5,6,12,13,14 and 17.

11. Without prejudice to the above contentions, the Claimants state that firstly Respondent Nos. 1, 2, 15 and 16, and 5,6,12,13,14 and 17 have no right to terminate J.V. / A.O.P and secondly these notices of termination of J.V / A.O.P are illegal, void - ab-initio and non-est and no cognizance can be taken of such illegal notices. The Claimants state that considering the following important aspects it will be clear that Claimants' group i.e. members of J.V / A.O.P have not committed any default or breach while performing their acts as per A.O.P.

12. The Claimants are pointing out the important facts to that effect as follows which would show that Claimants' group has performed their part as well as obligations under the J.V / A.O.P Agreement. It is submitted that except bringing the lands i.e. said properties involved into the A.O.P i.e. common hotchpotch of the A.O.P, the Respondents have not contributed in any other manner. The Claimants state that along with J.V / A.O.P dated 19/05/2005, the Respondents have also executed registered Power of Attorney i.e. thereby creating an interest in these properties in favour of the Claimants No. 2 and 8 and therefore the Power of Attorney became irrevocable which is allegedly terminated by Respondent Nos. 1, 2, 15 and 16, and 5, 6, 12, 13, 14 and 17 which cannot be the case as per law and therefore the Power of Attorney continues.

13. The Claimants state that at the time of entering into J.V / A.O.P on 19/05/2005, the Urban Land Ceiling and

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Regulation Act (in short "ULC Act") was in existence and obviously it was the responsibility of the Respondents to get the requisite clearances from the competent authorities. However, the Respondents did nothing for getting clearances from the competent authorities under the ULC Act. In the month of November 2007, the provisions of Urban Land (Ceiling and Regulation) Act, 1976 came to be repealed. In view of the said repealment of the enactment i.e. ULC Act, the Lands / Properties became free i.e. assets in these properties vested in the A.O.P since 2007 and as a result even the Respondents acted upon the same and both the parties i.e. members of A.O.P executed supplementary agreement dated 30/01/2006 which is duly notarized. In view of these earlier legal bars for carrying out construction it was not realized by the Claimants that the nature of the property is such that it cannot be developed together however, after the legal bars were lifted and the Claimants were to start with the construction on the said properties, at that time it was transpired that all the properties cannot be developed at single time and will have to be developed in phases i.e. Phase - I and Phase - II. Therefore the percentage of respective entitlement i.e. shares of profit as to Phase - I and Phase - II was discussed and finalized in supplementary agreement of 2006 and the decision to develop and cause construction on the said properties in phases was taken after first supplementary agreement was executed and it was finalized in the second supplementary agreement dated 01/07/2010 in which not only all the terms of the agreement were reduced in writing but the said supplementary agreement is duly registered.

14. The Claimants want to bring it on record that for starting the development and for commencement of construction, various statutory provision, are required to be fulfilled and complied with such as getting lay-out plan sanctioned, getting building plan sanctioned, converting the properties into N.A. properties and for that purpose several permissions are required to be obtained from Revenue Authorities. According to the J.V / A.O.P Agreement dated 19/05/2005 it was and is the responsibility of Respondents' group i.e. Joint promisors promisees to satisfy the marketability of the title but as explained hereinafter Respondents did nothing and therefore by virtue of said A.O.P and Power of Attorney given by the Respondents' group to the Claimants, it was in fact the Claimants who acted on behalf of the Respondents and got the required permissions / clearances i.e. they got Plans sanctioned on 14/07/2011 vide CC No. 1387/2011 which were prepared by architect Shri. Anil Saykar who is husband of Mrs. Archana Saykar i.e. Respondent No. 11 i.e. one of the co-owners of the said properties. These plans were got sanctioned for Phase - I i.e. to the extent of 44,700 Sq.mtrs as to Survey No. 26/3, 27/2 and 31/1 of Wadgaon Budruk. However some of the Respondents insisted for revision of the Building Plan and therefore the Claimants again on the basis of P.O.A given in their favour got the revised plans sanctioned from the Planning Authority and the said revised plan was sanctioned on 11/02/2013 vide CC No.3471/2012. Thereafter it is also worth noting that it was the claimants who made an application to the concerned Revenue Authorities for converting these lands into N.A. land to the extent of 13,400 Sq. mtrs. by application dated 17/10/2011. The concerned Revenue

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Authorities allowed the said application by order dated 17/08/2012 subject to conditions i.e. payment of Rs.3,90,10,400/- to be paid as Nazarana amount as land being of "Patil Watan". The Claimants communicated the said order to the Respondents and in fact they were aware of the same but they expressed their inability to pay the said amount. The Claimants therefore being the members of A.O.P suggested the Respondents to challenge the said order before Mantralya, State Government. However again on the basis of the P.O.A and being member of A.O.P, it was the Claimant No. 8 himself who challenged the said order before the State Government by filling Revision Application No. 1112/2012 on 25/09/2012 through Shri. Bharat Nagori i.e. Claimant No. 8. It is worth noting that Hon'ble Revenue Minister who heard the said revision was pleased to allow the revision by his order dated 24/08/2014 and thereby quashed the order i.e. to the extent of the condition of paying Nazarana. Thereafter the Hon'ble District Collector directed the Claimants to pay only Rs.96,554/-. The said amount was also paid by the Claimants only vide challan No. 238 / 15 on 09/04/2015 and therefore it was the claimants who single handedly obtained N.A. order on 16/05/2015.

15. Thus from the foregoing facts it is clear that till mid 2015 in view of the above facts and conditions it was not possible to commence development or construction on the said properties. Thus there was no fault on the part of the Claimants i.e. members of the A.O.P / J.V.

16. It is also worth noting that it is the Claimants who had filed an application to Maharashtra Pollution Control Board (in short "MPCB") on 05/07/2012 for getting the

requisite environmental clearances even before obtaining N.A. order for an area i.e. to the extent of 44,700 Sq.mtrs or total built – up area of 32,786 Sq. mtrs. The Claimants state that same was granted at the instance of Claimants to A.O.P on 03/12/2013 and said clearances were also given in the name of A.O.P (Joint Venture – Mahanagar Realtors i.e. Claimant No. 1) after payment of Rs. 1,25,000/- towards the consent fees. Thus from the foregoing facts and compliances made by the Claimants it is clear that the Claimants have put in rigorous efforts to get all the requisite clearances and permissions and that too single handedly as members of A.O.P and in the capacity of joint promisors and promisees. Not only that; the Claimants have also made huge investments as detailed in Annexure “B” i.e. approximately to the tune of Rs.6.5 Crores. The said Annexure “B” be treated as part and parcel of this claim petition. The Claimants submits and reiterate that secondly and most importantly for the purposes of commencement of construction, a clearance certificate from Environmental Department, Government of Maharashtra had to be obtained. The commencement of construction without the clearance certificate from Environment Department of Government of Maharashtra is not only forbidden but it is penal. Therefore, the development of subject property cannot be legally commenced before procurement of said clearance. The Environment Certificate was granted by State of Maharashtra for the project on the said property on 23/03/2015.

17. The Claimants state that it is worth noting and which even the Respondents are aware of that both members of A.O.P after all the compliances made by the Claimants'

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group jointly commenced with the project under the name and style as "Serene Woods" with effect from 02/04/2016 on which date Bhoomi Poojan was performed. It is also worth noting that prior to the said event the Claimants had even constructed a sample flat, sales office and administrative Office by making their own investment of Rs. 6.5 Crores approximately which includes Direct Expenses, Indirect Expenses, Material Purchased, Advance to Vendors and Fixed Assets as mentioned in Annexure "B" under separate head. Thus till the date of Bhoomi Poojan the Claimants had made huge investments. Thus as already pointed out hereinabove at no time the Claimants as members of A.O.P committed any default or delayed the progress of the project. However, in fact it was and is the Respondents' group who were and are disabled to perform their promises / part of the agreement. It is also worth noting that as pointed out above these properties i.e. assets in the said properties of A.O.P i.e. right to develop, carry out construction and to sell the units, have been brought into common hotchpotch as contribution by Respondents and have therefore become properties/assets of the A.O.P. Therefore the Respondents No. 1, 2, 15 and 16, and 5, 6, 12, 13, 14 and 17 have no any right by giving alleged notices dated 07/07/2016 and 08/07/2016 thereby to allegedly terminate the said A.O.P / J.V. Needless to say that when the properties themselves are technically of the A.O.P and as already pointed out the Respondents are also joint promisors, therefore, they have no right to terminate the same and if the Respondents do not want to continue with the A.O.P / J.V then at the most they can retire from the A.O.P / J.V but the Claimants get the right to continue the said

project and the same cannot be taken away as the said properties i.e. assets in the said properties are of the J.V / A.O.P and the Claimants being members of the A.O.P / J.V have the right and entitled to continue the said project i.e. develop, further develop, carry out construction and sell the units. As per clause 26 of the A.O.P agreement, the A.O.P / J.V would come to an end i.e. dissolve only after the project is complete, sale proceeds are received and once the accounts are settled. Therefore, Respondents will be entitled to receive share of profits / Gross Sale Revenue as described in supplementary agreement 30/01/2006, as contemplated by A.O.P and supplementary agreements till that time. Therefore that right of A.O.P and Claimants as being members of A.O.P cannot be taken away and cannot be obstructed by the Respondents. The Respondents neither have right to create any third party interest in respect of the properties belonging to the A.O.P nor they have right to disturb the possession of the A.O.P over said properties / assets. They also do not have right to carry out any activities over the said properties of A.O.P and whereas they have already tried to carry out activities on the said properties as mentioned in Annexure "C" which is totally illegal and unauthorized as stated. Consequently the Respondents are bound to give accounts of whatever profits / benefits earned by them by carrying out such illegal construction on the properties of the A.O.P and to deposit the same in the account of the A.O.P. The approximate profit made by the Respondents from the said illegal construction is mentioned in Annexure "D". Thus the Claimants are entitled to enforce their rights and the rights of A.O.P to develop, carry out construction and sell the units i.e. initially for Phase - I and after further

compliances are obtained to continue the same as regards Phase - II as well. Therefore Claimants are entitled to enforce their right for which the present claim petition is filed.

18. Alternatively the Claimants state that if this Hon'ble Tribunal comes to the conclusion that the said project cannot be continued for which the Respondents would be responsible then the Respondents being joint promisors are bound to pay damages incurred by the A.O.P and ultimately by the Claimants including investments made by them and loss of profits which also includes additional FSI which A.O.P / Claimants would be entitled to get in view of certain circulars of the Government on compliance of certain conditions / reservations etc.; the details of which are also mentioned in the Annexure "E" which comes to the tune of Rs. 324.31 Crores which the Respondents are bound to pay to the A.O.P / Claimants being the members of A.O.P. The said Annexure "E" shall be treated as part and parcel of the present claim petition.

19. In view of the Public Notice published in a local newspaper viz. Maharashtra Times, and later on enquiry it is revealed that it was also published in Loksatta and Prabhat on 19/01/2017, through Sudhakar Kale Associates (Advocates) on behalf of the Respondents for verification of title of some portion of the said properties/ assets which the purchaser intends to acquire. Therefore, the Claimants were constrained to file Misc. Application No. 206 of 2017 before the Hon'ble District Judge Pune under Section 9 of the Arbitration and Conciliation Act 1996, against the Respondents. The Misc. Application

was contested by the Respondents by filing their replies, and was ultimately dismissed by the Learned District Judge by its Order dated 21/09/2017. Being aggrieved by the said order rejecting the said application, the Claimants filed two Arbitration Appeals under Section 37 of the said Act before the Hon'ble High Court wherein the Hon'ble High Court passed order on 11/10/2019 thereby keeping all the points open and giving liberty to the Claimants to file separate petition under Section 17 of the Arbitration Act for getting interim measures before the Arbitration Tribunal. It is submitted that after filling of the present claim petition, the claimants would also be filling separate petition / application under Section 17 of the Arbitration Act for interim measures / reliefs. It is further submitted that by the said order itself the Hon'ble High Court was pleased to appoint this Hon'ble Tribunal as the Arbitration Tribunal and therefore, it has jurisdiction to entertain and try the present claim petition and other applications.

20. The Respondents own the properties described in Para No.1 above being their ancestral properties. Though the Respondent No. 3, 4, 7, 8, 9, 10 and 11 have not issued any notice of termination to the Claimants, they are hand in gloves with the other Respondents and are disputing the rights of the Claimants over the said property. Hence they are made party Respondents in the present proceedings. If it is not so they can clear the position by making statement in writing and accepting the prayers of the Claimant in the claim statement.

21. The Claimants state and submit that, after formation of the Joint Venture, two bank accounts were opened in the

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name of the Joint Venture, signed by all A.O.P members out of that the account in Axis Bank, Wanawadi Branch, Pune bearing Account No. 110010200015394 and the Claimants have contributed the required funds as per the terms of the Joint Venture Agreement but Respondents have given letter to the effect that the operation of this bank be stopped. By this letter the operation of the said account has come standstill and it may create problem in execution of project and it is noteworthy that none of the Respondents have ever deposited or going to deposit any money in the said account and therefore to avoid the losses and consequences it is necessary that they should be directed to withdraw the said letter.

22. The Claimants state and submit that, out of the funds contributed by Claimants the Joint Venture has been paying Income Tax Return in the name of the Joint Venture, and Pan Card and other documents for the said purpose are procured by the Joint Venture.
23. The Claimants state and submit that, on execution of the agreements the Claimants and all the Respondents are in actual and physical possession of the property jointly, and the Claimants have kept security guards on the said property to safeguard the property and possession and till date the security charges are being paid by the Joint Venture. Moreover, all the taxes outgoings such as property tax, MSEDCL Bills (till the connection was discontinued) in respect of the subject property are being paid by the Joint Venture from the bank account of the Joint Venture. The Claimants state and submit that there are agreements with consultants such as Architect, Structural Engineer, Environment Consultant etc. and

part payments are made and balance is to be paid by the Claimants through Joint Venture / A.O.P. The payments made are considerable and the outstanding balance is also large and has to be paid because they have tendered their services considering the goodwill, reputation and standing of Claimants. Thus the Claimants are still in joint physical possession of the subject property.

24.PARTICULARS OF CLAIM i.e TOTAL OF RESPECTIVE ANNEXURE

Sr. No	Annexure	Particular	Claim Amount
1.	A	Payments made to Respondent A.O.P / J.V Members @ 18% interest calculated up to 07/12/2019.	10,63,69,275/-
2.	B	Direct, Indirect Expenses, Material Purchase, Advance to Vendors, Fixed Assets along with Interest calculated up to 07/12/2019.	14,00,82,437/-
3.	D	Share in amounts earned by Respondent Members illegally conducting activities on the assets of A.O.P till 07/12/2019.	1,75,00,000/-
4.	E	i. Loss of Profit which would have been earned by Claimants if project would have been continued i.e after the sale of units permissible as per F.S.I as on date of filing the claim.	120,53,96,571/-
		ii. Loss of Profit in case of II nd Phase, if the II nd Phase is not allowed to undertake after completion of I st Phase.	203,77,60,209/-
5.		Reserve right to reimbursement of remuneration if claimed by the professionals engaged by the A.O.P including the Claimants for the project.	1,10,00,000/-
		Total Claim Amount	351,81,08,492/-

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25. The cause of action for the present claim petition arose on 07/07/2016 i.e. when the first notice of termination was issued by Respondent Nos. 1,2,15 and 16. It further arose when Hon'ble High Court disposed - off the Appeal under Section 37 of Arbitration Act and appointed this Hon'ble Tribunal and continues to arise thereafter.
26. The Claim is valued at Rs.351.81 Crores. The same is valuation for the purpose of present Claim Petition.
27. The Claimants therefore prays that:
- a. The claim petition may kindly be allowed;
 - b. It may kindly be declared that right to develop, construct and sell the units i.e. the assets arising out of the said properties described in Para 1 are the assets of the A.O.P i.e. Claimants and the claimants have right to develop, carry out construction and sell the units till the entire is completed as per the Contract;
 - c. It may also kindly be declared that considering the relationship between Claimants and Respondents as joint promisors that the Respondents are also liable to make equal contribution jointly and therefore, they are under obligation to continue said assets i.e. right to develop, carry out construction and sell the units with the J.V./ A.O.P. which is already vested in the A.O.P and the Claimants;

- d. Consequently it may also be declared that claimants are entitled to continue the said project;
- e. Consequently it may also be declared that Respondents have no right being members of J.V / A.O.P to terminate the said J.V / A.O.P as has been done by the Respondents Nos. 1,2,15 and 16, and 5,6,12,13,14 and 17 by notices dated 07/07/2016 and 08/07/2016;
- f. Consequently it may kindly be declared that notices dated 07/07/2016 and 08/07/2016 issued by Respondent Nos. 1,2,15 and 16, and 5,6,12,13,14 and 17 are illegal, null, void ab-initio and non-est and that they have no effect and are not binding on the Claimants and that they do not take away any rights of the Claimants to continue the said project;
- g. Consequently it may also be declared that A.O.P / J.V agreement dated 19/05/2005, supplementary agreement dated 30/01/2006 and supplementary agreement dated 01/07/2010 are still subsisting and binding on the Respondents;
- h. After the completion of the said project only the accounts be settled i.e. after sale of units, receipts of sale proceeds and payment of Income Tax and till then profits be distributed between the parties as per the contract. Hence, preliminary award may be passed to that effect and final award be passed only after the settlement of accounts;

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- i. Alternatively, the Respondents may be directed to pay damages as per the Particulars of Claim as mentioned in Para 24 above and Annexure "E" being Promisors and Members of A.O.P / J.V and till such damages are paid to the Claimants, a statutory charge of the Claimants over the said properties be kept;
- j. The Respondents may kindly be restrained by award of permanent injunction from creating any third party interest in respect of the said properties which are assets of the A.O.P / J.V and be further restrained from obstructing the Claimants from continuing the said project i.e. developing, carrying out construction and selling the units initially in Phase - I and thereafter at the relevant time in respect of Phase - II as well. The Respondents may further be restrained from carrying out any activities on the said properties which are in fact assets and properties of the A.O.P and be further restrained from changing the nature of these properties;
- k. The Respondents may further be directed to give accounts of the benefits received by them by carrying out illegal activities/ construction on the said properties of A.O.P as stated in Annexure "C" and be further directed to deposit the said amount before this Tribunal;
- l. Interim measures including ad-interim injunction in terms of above for which separate application is

being filed under Section 17 of Arbitration Act as per liberty given by High Court may be granted;

m. Cost of the present claim petition including cost of Arbitration may be awarded to the Claimants from Respondents.

n. Any other just and equitable relief in the interest of justice may kindly be granted.

PUNE

DATE 13/12/2019

[Signature]
CLAIMANT NO. 1

[Signature]
CLAIMANT NO. 2

[Signature]
CLAIMANT NO. 3

[Signature]
CLAIMANT NO. 4

[Signature]
CLAIMANT NO. 5

[Signature]
CLAIMANT NO. 6

[Signature]
CLAIMANT NO. 7


[Signature]
CLAIMANT NO. 8

[Signature]
[Signature]
ADVOCATE FOR CLAIMANTS

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VERIFICATION

I BHARAT MITHALAL NAGORI, Age: - 60 years, Occ:-
Business and Agriculture, Having Office at:- 161/1, Shivsagar
Co-op. Society, Ganeshkhind Road, Shivaji Nagar, Pune -
411016, do hereby state on solemn affirmation that all the
contents written hereinabove are true and correct to the best of
my knowledge, belief and information. Hence I have signed on
this ___ day of December 2019 at Pune.


CLAIMANT NO. 8

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Mahanagar Realtors

Summary of Interest Calculation for - S No 26 & 27 Vadgaon Khurd, Pune

S.No	Name	Principal	Interest	Total
1	Ashok Nivrutti Kodre	1,81,41,800	3,65,49,888	5,46,91,688
2	Jayshree Vilas Kodre	5,00,000	11,89,479	16,89,479
3	Kalpana Manik Kodre	5,00,000	11,89,479	16,89,479
4	Manik Nivrutti Kodre — owner of S.No. 31	72,00,000	1,61,29,825	2,33,29,825
5	Minakshi Ashok Kodre	5,00,000	11,89,479	16,89,479
6	Vilas Nivrutti Kodre	72,00,000	1,60,79,325	2,32,79,325
	Total	3,40,41,800	7,23,27,475	10,63,69,275

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Mahangar Realtors

07-12-2019

Simple Interest

18%

Statement showing Expenses incurred and Interest on Expenses Incurred

Sr. No.	Nature of Expenses	Amount in Rs.	Interest Amount
1	Material Purchase	81,02,884	1,08,05,883
2	Direct Expenses	3,28,81,102	4,52,55,711
3	Indirect Expenses	2,39,04,985	1,63,86,542
4	Advance to Vendors	6,10,343	7,39,572
5	Fixed Assets	6,03,260	7,92,155
		6,61,02,574	7,39,79,863

Total Summary Statement

Expences incurred till 07/12/2019	6,61,02,574/-
Simple Intrest @ 18%	7,39,79,863/-
	14,00,82,437/-

$T = P \times R \times T$
 $T = 7,39,79,863 = [6,61,02,574 \times 18\% \times 18]$


ILLEGAL ACTIVITIES CARRIED BY RESPONDENTS ON A.O.P / J.V
ASSETS / PROPERTIES

SR. NO.	PARTICULAR
1.	Kodre Farms (Lawns for Wedding, Reception, Functions)
2.	Cricket Next Academy (Cricket Coaching Centre)
3.	Flower Nursery
4.	Restaurant



AMOUNTS EARNED BY RESPONDENT MEMBERS OF A.O.P / J.V BY
ILLEGALLY CONDUCTING ACTIVITIES ON THE ASSETS /
PROPERTIES OF A.O.P / J.V

SR. NO.	PARTICULAR	PROFIT EARNED (Approx)
1.	Kodre Farms (Lawns for Wedding, Reception, Functions)	1,25,00,000/-
2.	Cricket Next Academy (Cricket Coaching Centre)	25,00,000/-
3.	Flower Nursery	12,50,000/-
4.	Restaurant	12,50,000/-
	Total	1,75,00,000/-



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SERENE WOODS FULL POTENTIAL EXPECTED SALE OUTPUT ON CARPET AREA BASIS (PHASE-1)

	TOTAL QUANTITY&UNIT	RATE/UNIT	TOTAL AMOUNT IN RS
EXPECTED SALABLE RESIDENTIAL CARPET AREA IN SFT IN PHASE - 1	488085	8500	4148722500
INFRASTRUCTURE CHARGES	0	0	0
EXPECTED PREMIER FSI TO BE PURCHASED IN SQ MTR	7287	10000	72870000
PREMIUM TDR RATE -50% OF RR RATE I,e: 50% OF RS 20000			
EXPECTED SLUM TDR TO BE PURCHASED IN SQ MTR	4080.72	7000	28565040
SLUM TDR RATE -35% OF RR RATE I,e:35% OF RS 20000			
EXPECTED NET SALE OUTCOME			4047287460
LESS EXPECTED SHARE OF GROSS REVENUE TO RESPONDENTS OF A.O.P MEMBERS BEFORE TAX			1133240489
ADD EXPECTED REVENUE FROM SALE OF PARKING SPACES NOS& PRICE/PARK	350	250000	87500000
EXPECTED NET REVENUE			3001546971
EXPECTED DEDUCTIONS FOR			
EXPECTED CONSTRUCTION COST FOR ABOVEAREA IN SFT (B/U) INCL USIVE OF	561297	3200	1796150400
MARKETING & FINANCE INTERESTS AND ALL OTHER EXPENSES TO BUILD ABOVE AREA IN SFT			
NET EXPECTED PROFIT BEFORE TAX			1205396571
* TAXES PAYABLE AS PER INCOME TAX LAW			

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SERENE WOODS FULL POTENTIAL EXPECTED SALE OUTPUT ON CARPET AREA BASIS (PHASE-2)

	TOTAL QUANTITY&UNIT	RATE/UNIT	TOTAL AMOUNT IN RS
EXPECTED SALABLE RESIDENTIAL CARPET AREA IN SFT IN PHASE -2	951446	8500	8087291000
INFRASTRUCTURE CHARGES	0	0	0
EXPECTED PREMIER FSI TO BE PURCHASED IN SQ MTR	14215	10000	142150000
PREMIUM TDR RATE -50% OF RR RATE I,e: 50% OF RS 20000			
EXPECTED SLUM TDR TO BE PURCHASED IN SQ MTR	7960.28	7000	55721960
SLUM TDR RATE -35% OF RR RATE I,e:35% OF RS 20000			
EXPECTED NET SALE OUTCOME			7889419040
LESS EXPECTED SHARE OF GROSS REVENUE TO RESPONDENTS OF A.O.P MEMBERS BEFORE TAX			2209037331
ADD EXPECTED REVENUE FROM SALE OF PARKING SPACES NOS& PRICE/PARK	658	250000	164500000
EXPECTED NET REVENUE			5844881709
EXPECTED DEDUCTIONS FOR			
EXPECTED CONSTRUCTION COST FOR ABOVE AREA IN SFT (B/U) INCLUSIVE OF	1087749	3500	3807121500
MARKETING & FINANCE INTERESTS AND ALL OTHER EXPENSES TO BUILD ABOVE AREA IN SFT			
NET EXPECTED PROFIT BEFORE TAX			2037760209
* TAXES PAYABLE AS PER INCOME TAX LAW			

VERIFICATION

I, Sonal Nikit Kodre, Age: 35 years, Occupation: Business, the Respondent no. 17 herein, R/at: Nivrutti Baug, Post Yawat, Taluka Daund, Pune, do hereby state on solemn affirmation that whatever stated above in Para 1 to ___ is true and correct to the best of my knowledge, belief, and information and I have signed on this 14th day of January 2020 at Pune.

Sonal Kodre
Respondent no. 17

414 Annexure R-6

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416

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Annexure R-7 Pre-418 development
"Annexure - R7"

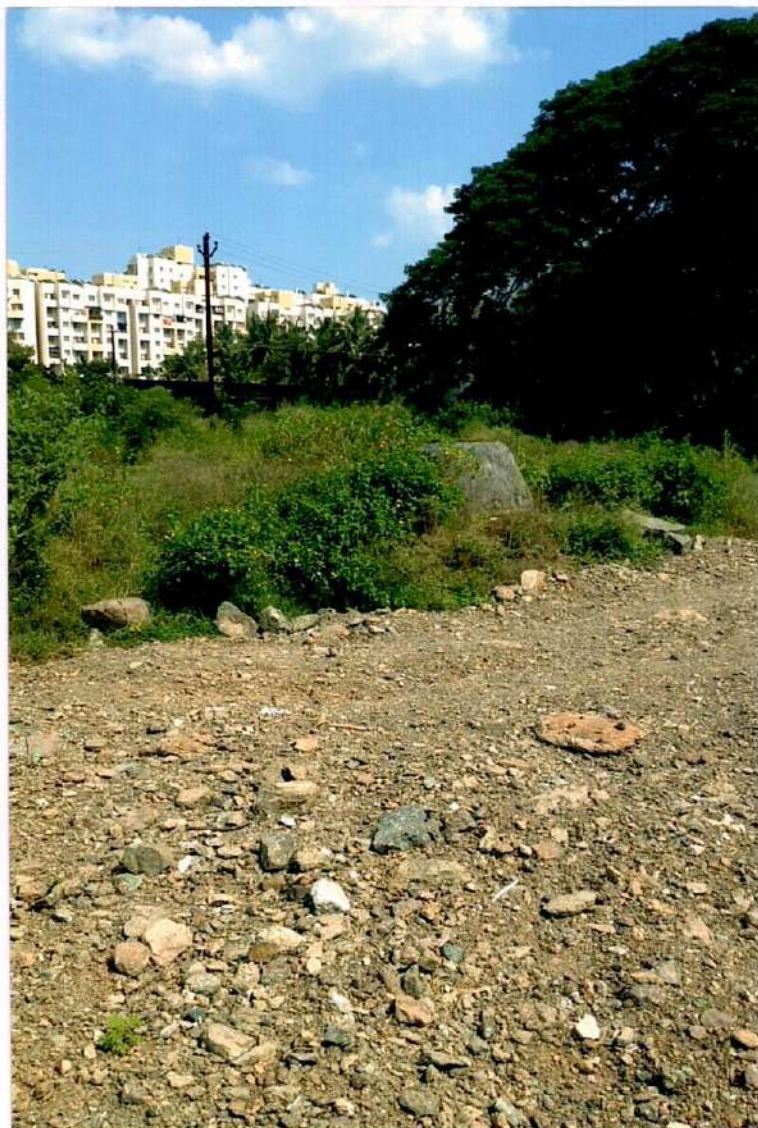
91



419

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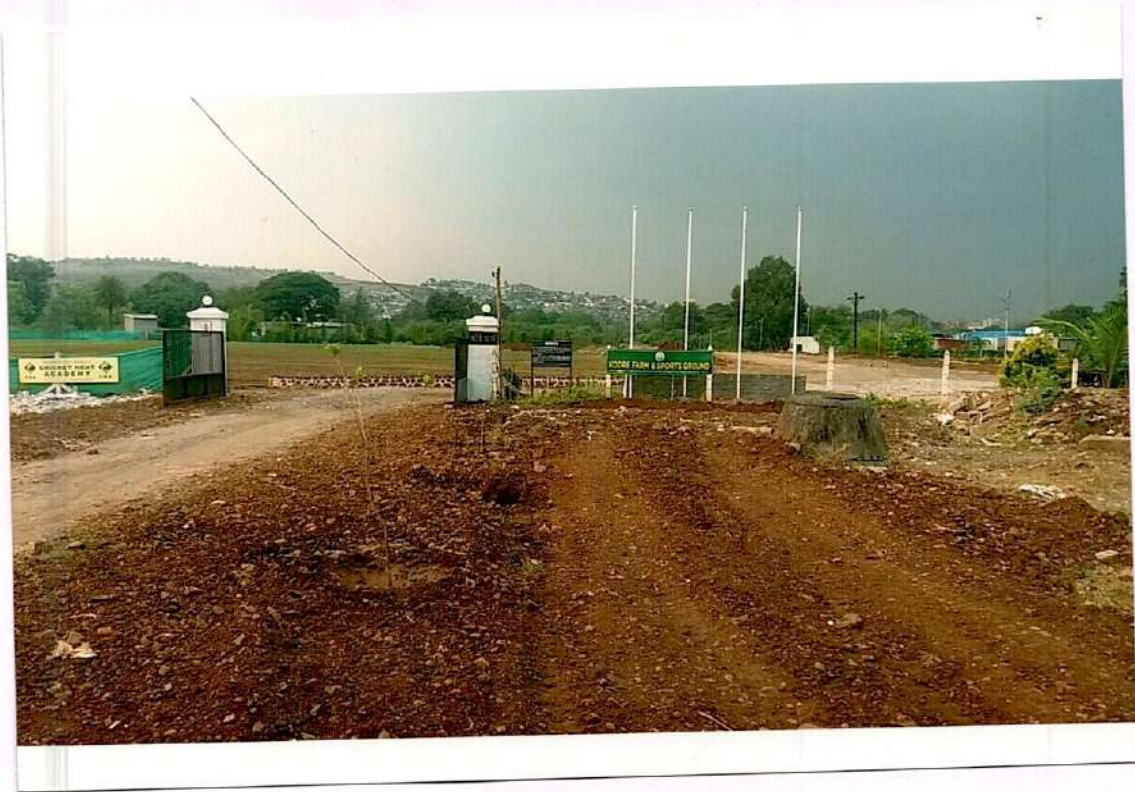
Post 420 Development
"Annexure - R8"

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Annexure R-8



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423

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Annexure R-9 [Colly]

"Annexure - R9"


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महाराष्ट्र दुकाने व आस्थापना (नोकरीचे व सेवाशर्तीचे विनियमन) नियम, २०१८
Form - 'F'

[See Rule 8]

APPLICATION FOR INTIMATION

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Application ID	103345272303			
Registration Certificate / Intimation Receipt No. नोंदणी क्रमांक / पावती क्रमांक	2331000317504197			
Division / विभाग	Pune			
District / जिल्हा:	Pune			
Office Name	Office of the Deputy Commissioner of Labour, Pune, Address- Pune District Bunglow No.5, Mumbai - Pune Road, Shivaji Nagar, Pune-411005			
Name of the establishment / आस्थापनेचे नाव	KODRE FARM AND PLAY GROUND कोद्रे फर्म अँड प्ले ग्राउंड			
Previous details of establishment / आस्थापनेची पूर्वची सविस्तर माहिती	Online Registration			
Old Registration No	1731000311003542			
ApplicationID No	173100031100			
Old Date of Registration	01/04/2017			
Expiry Date	01/04/2018			
Postal address and situation of the Establishment / (आस्थापनेचा पत्ता)	S.NO.27/1/2, RAJ YOG SOCIETY, WADGAON KHURD, SINHGAD ROAD , HAVELI, PUNE, 411041	एस.नं.27/1/2, राज योग सोसायटी, वडगाव खुर्द, सिंहगड रोड, हवेली, पुणे, 411041		
Mobile / भ्रमणधनी क्र.	9890909319			
Email-id / ई - मेल आय डी	nikit.kodre@gmail.com			
Date of commencement of business / व्यवसाय सुरु केल्याचा दिनांक	01/04/2017			
Nature of Business / व्यवसायाचे स्वरूप	FARM AND SPORT GROUND	फर्म अँड स्पोर्ट ग्राउंड		
Whether establishment falls under public or private sector / आस्थापना सार्वजनिक क्षेत्रात येते की खाजगी क्षेत्रात येते	Private			
Total No. of Employee	Men	Women	Transgender	Total
	5	0	0	5
Name of the Employer / मालकाचे नाव	VILAS NIVRUTTI KODRE			विलास निवृत्ति कोद्रे
Residential Address of the employer / मालकाच्या निवासस्थानाचा पत्ता	27/1/2, RAJ YOG SOCIETY, WADGAON KHURD, SINHGAD ROAD, HAVELI, PUNE, 411041			27/1/2, राज योग सोसायटी, वडगाव खुर्द, सिंहगड रोड, हवेली, पुणे, 411041
Resident Since / वास्तव्य	2000			
Status / Designation	OWNER			
Mobile No	9890909319			
E-mail ID	nikit.kodre@gmail.com			
Aadhar No	306163604998			
Name of Manager / व्यवस्थापकाचे नाव				
Residential address of Manager / व्यवस्थापकाच्या निवासस्थानाचा पत्ता				
Contact No				

98

Email-ID / ई - मेल आय डी	(13)		
Aadhar No			
Category Of Establishment / आस्थापनेचे वर्गवारी	THEATRES OR OTHER PLACES OF PUBLIC AMUSEMENT OR ENTERTAINMENT (व सार्वजनिक करमणुकीची ठिकाणे)		
Category Of Establishment Type / आस्थापनेचे उपवर्गवारी	FARM AND SPORT GROUND		
Type of organisation / आस्थापनेचा प्रकार	Self Ownership (Proprietary)		
Name of the member of employer's family employed in the establishment / आस्थापनेत नोकरीत असलेल्या मालकांच्या कुटुंबातील इसमांची नावे	Men / पुरुष	Women / स्त्रिया	Transgender / इतर
	1	0	0

Self Declaration / स्वघोषणापत्र

I SONAL NIKIT KODRE, hereby solemnly affirm and state that the business which I SONAL NIKIT KODRE have started banned or prohibited by any Act, Rules, Law or Order of any Court of Law or any competent authority and the premises of SONAL NIKIT KODRE, are conducting the said business is free from violation of any Act, Rules, Order of any Court of Law or any Competent Authority.

I SONAL NIKIT KODRE, hereby declare that the information provided above is true and correct to the best of my/our personal knowledge, information and belief. I SONAL NIKIT KODRE, am/are fully aware about the consequences of giving false information. If the information is found to be false, I SONAL NIKIT KODRE, shall be liable for prosecution and punishment under the Indian Penal Code (45 of 1860) and /or any other law applicable thereto.

I SONAL NIKIT KODRE, have obtained necessary licenses, permissions, permit for the conduct of this business and the premises of business from the appropriate Authority.

I SONAL NIKIT KODRE, shall be responsible and liable for legal action if the business is conducted without proper licence, permit or permit from the appropriate Authority. I/We submit and declare that I SONAL NIKIT KODRE, will not undertake any illegal activity or business prohibited in law in force in India.

I SONAL NIKIT KODRE, declare that the place of business is not located in any area wherein commencing / running of such business is prohibited by any law or order of any Competent Authority.

I SONAL NIKIT KODRE, hereby declare that the copies attested by me are true copies of original documents. I SONAL NIKIT KODRE am/are well aware of the fact that if the copies are found false/forged, I/We shall be liable for prosecution and punishment under Indian Penal Code (45 of 1860) and /or any other law applicable thereto.

I SONAL NIKIT KODRE, undertake to abide by the provisions of the Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017 (Mah. LXI of 2017) and the Rules and orders passed thereunder by any Authority.

मी सोनल नीकित कोद्रे, याद्वारे गांधीयपूर्वक दृढकथन करतो/ करते आणि असे नमूद करतो/ करते की, मी/ आम्ही सुरू केलेल्या व्यवसायावर कोणतेही अधिनियम, नियम, कायदा किंवा कोणत्याही विधी न्यायालयाचा अथवा कोणत्याही सक्षम प्राधिकार्याचा आदेश याद्वारे बंदी घालण्यात आलेली नाही किंवा कोणत्याही कोद्रेच्या जागेत उक्त व्यवसाय करित आहे/ आहेत तेथे कोणताही अधिनियम, नियम, कोणत्याही न्यायालयाचा अथवा कोणत्याही सक्षम प्राधिकार्याचा आदेश यांचे उल्लंघन झालेले नाही.

मी सोनल नीकित कोद्रे, याद्वारे असे घोषित करतो/करते की, वर अर्जांमध्ये नमूद केलेली माहिती, माझ्या आमच्या वैयक्तिक ज्ञानानुसार, माहितीप्रसूत विश्वासानुसार खरी व बिनचूक आहे. चुकीची माहिती देण्याच्या परिणामाची मला/आम्हाला पूर्ण जाणीव आहे. दिलेली माहिती चुकीची आढळून आल्यास मी नीकित कोद्रे भारतीय दंड संहिता (1860 चा 45) अन्वये किंवा त्यासंबंधित लागू असलेल्या इतर कोणत्याही कायद्यान्वये खटला भरण्यासाठी व शिक्षेसाठी आहे/ आहेत.

मी सोनल नीकित कोद्रे, अर्जात नमूद केलेल्या जागेत व्यवसाय करण्यासाठी संबंधित समुचित प्राधिकार्याकडून आवश्यक ती अनुज्ञप्ती, परवानगी, परवाना केला आहे.

मी सोनल नीकित कोद्रे, अनुज्ञप्ती, परवानगी, परवाना न घेता व्यवसाय करित असल्यास कायदेशीर कारवाईसाठी पात्र व जबाबदार राहू.

मी सोनल नीकित कोद्रे, असे घोषित करतो/करते की, भारतातील लागू असणाऱ्या कायद्यांतर्गत मनाई असलेले बेकायदेशीर कृत्य अथवा व्यवसाय करणार नाही.

मी सोनल नीकित कोद्रे, असे घोषित करतो/करते की, मी/ आम्ही सुरू केलेल्या व्यवसायावर कोणत्याही अधिनियम, नियम, कायदा किंवा कोणत्याही विधी न्यायालयाचा अथवा कोणत्याही सक्षम प्राधिकार्याचा आदेश याद्वारे बंदी घालण्यात आलेली नाही किंवा कोणत्याही कोद्रेच्या जागेत उक्त व्यवसाय करित आहे/ आहेत तेथे कोणताही अधिनियम, नियम, कोणत्याही न्यायालयाचा अथवा कोणत्याही सक्षम प्राधिकार्याचा आदेश यांचे उल्लंघन झालेले नाही.


426

प्रतो असत्य किंवा बनावट असल्याचे आढळून आल्यास भारतीय वंड 4 (46) आणि / किंवा त्यासंबंधात लागू असलेल्या कायद्यांहा इतर कायद्यांन्वये माझ्या/आमच्या विरुद्ध न्यायालयीन खटला भरण्यासाठी व शिक्षेसाठी मी सोनल नोकित कोद्रे पात्र आहे/ आहोत याची मला/आम्हाला पूर्ण जाणीव आहे.

133

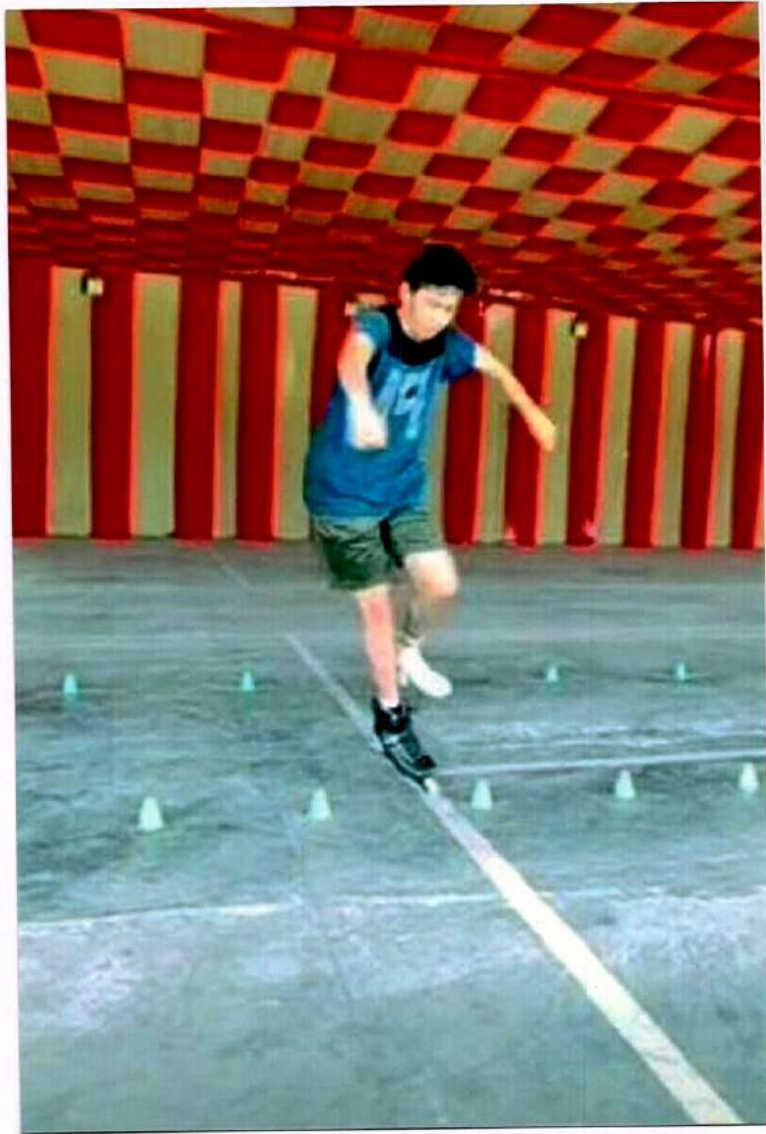
99

मी सोनल नोकित कोद्रे, महाराष्ट्र दुकाने व आस्थापना (नोकरीचे व सेवाशर्तीचे विनियमन) अधिनियम, 2017 (2017 चा 61) व त्याअंतर्गत तयार केलेल्या नियमातील तरतुदींचे आणि सक्षम प्राधिकारी यांचेकडून निर्गमित करण्यात आलेले आदेश यांचे पूर्णतः पालन करण्याची हमी देतो/देते.



VILAS NIVRUTTI KODRE
Name and Signature of the Employer







430

103



2020/2/29 11:06



2020/2/29 11:06



2020/2/29 11:06

431

(104)



(Estd. 1934)

MAHARASHTRA CRICKET ASSOCIATION

(Affiliated to Board of Control for Cricket in India)

At post Gahunje Teh. Maval, Dist. Pune Pin Code 412 101 Contact 020 - 27377162
Email cricketmaharashtra@yahoo.com Website www.cricketmaharashtra.com

Date 03/02/2020

To -
Mr. Vikram Deshmukh
Director Cricket Next Academy
Kodre farm sports center
Pune 411043

Sub - Acknowledgment of supports to organize matches at Kodre farm sports center

Dear Mr. Vikram Deshmukh, here with this letter we acknowledge your continues support to organize state selection matches conducted by Maharashtra Cricket Association on your lush green Kodre Farm cricket ground

Thank you for your support and expecting the same in future.

Yours truly,

For Maharashtra Cricket Association

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(105)

RELEVE GYMNASTICS ACADEMY

Rachana Orchid, Off Law College Road,
behind Nirmitee Showroom. opp Abhinav School
. 47/18 Erandwana. Pune - 411004

Releve
Gymnastics
Academy

Contact No :- 8830404432

Email Id:- rg.nishtha@gmail.com

Date : 22/05/2021

To,

Mr. Vikram Deshmukh

Kodre Farms Sports Center

Sinhagad Road, Pune.

This is to acknowledge that we are conducting our regular training program (5-6pm and 6-7pm Monday to Friday) at Kodre Farms Sports Center.

Players like 1) Ms.Ira Rawat 2)Ms.Sai Khond 3)Ms. Bhargavi Naik are all National players and they get coaching under Mrs. Nishtha Shah who is FIG level 1 Coach ,International player as well as **Shiv Chattrapati Awardee 2012-2013** and head coach of our academy.

Thank you Kodre Farms Sports Center for your support.

Yours Truly,



Mrs. Nishtha Piyush Shah
Releve Gymnastics Academy



LBHM CHESS FESTIVAL 2022

All India Open Fide Rating Chess Tournament.

Event 1st

OPENING CEREMONY

Date : 23/05/2022 Time : 1 PM

Chief Guests

Mr. Vikram Kumar, IAS

Commissioner Pune Municipal Corporation, Pune.

Mr. Namdevrao D. Chavan, IPS

Additional Commissioner of Police, Pune.

Mr. Nikhil Pingale, IPS

Superintendent of Police, Latur.

Mr. Ashok Chalak

Deputy Registrar Co-op. Societies, Pune.

Mr. Amit Modak

CEO - PNG & Sons, Pune.

Mr. Ramesh Konde

District President, Shivsena, Pune.

PRIZE DISTRIBUTION

Date : 28/05/2022 Time : 3:30 PM

Chief Guests

Mr. Anil Kawade, IAS

Commissioner of Co-operation & Registrar Societies, Maha., Pune

Mr. Anand Rayate, IAS

Add. Director, Land Records, Maharashtra State

Mr. Jayant Nikam

Deputy Director, Land Records, Maharashtra State

Mr. Milind Kale

Chairman Cosmos Co-op. Bank, Pune.

Mr. Sachin Vasamale

API, Mumbai Police

Venue

**Indre Farms, Behind Lokmat
Office, Sinhgad Road, Wadgoan (kh)
Pune 411041.**

**Prize Fund
22,22,222/-**

ARYANS ENTERPRISES

Nagnath Halkude - 7875984545

www.lbhmchess.com

MR. RAJENDRA KONDE

Tournament Co-ordinator

9822303540



LBHM CHESS FESTIVAL 2022

All India Open Fide Rating Chess Tournament.

Event 2nd

OPENING CEREMONY

Date : 29/05/2022 Time : 11:30 PM

Chief Guests

Mr. Bhimrao Anna Tapkir, MLA
Khadakwasla, Vidhansabha

Mr. Mangesh Gondawale, IAS
Joint MD Mahavitaran, Maharashtra State.

Mr. Sachin Vasamale
API, Mumbai Police

Mrs. Rajashreetai Nawale
Ex. Corporater, P.M.C., Pune.

Mrs. Ashwinitai Kishor Pokale
Ex. Corporater, P.M.C., Pune.

PRIZE DISTRIBUTION

Date : 31/05/2022 Time : 6:30 PM

Chief Guests

Mr. Parinay Fuke, MLC
President, Maharashtra Chess Associatin.

Mr. Shekhar Galkwad, IAS
Sugar Commissioner, Maharashtra State

Mr. Chintamani Joshi, IAS
Commissioner, Groundwater Surveysand
Development Agency, Maharashtra State

Mr. Abhijeet Kunte
Grandmaster, Pune

Mr. Dhananjay Kelkar
Director, Dinanath Mangeshkar Hospital, Pune

Mr. Ramesh Konde
District President, Shivsena, Pune

Venue

Kodre Farms, Behind Lokmat
Office, Sinhgad Road, Wadgoan (kh)
Pune 411041.

Prize Fund
22,22,222/-

ARYANS ENTERPRISES

Nagnath Halkude - 7875984545
www.lbhmcchess.com

MR. RAJENDRA KONDE

Tournament Co-ordinator
9822303540

435

(108)



SKATING ASSOCIATION OF PUNE

Former : Pune District Roller Skating Adhoc Committee. Reg No: MH/745/2016/PUNE
Reg Add: 1289 Shukrawar Peth, Subhashnagar Lane No-7, Pune - 411002.
Ph: 9225630000 / 9890657955. E-mail: skatingpune@gmail.com

11 June 2022

To,

Mr. Vikram Deshmukh

Kodre Farm Sports Center

Sub - Acknowledgment of support for our national players.

Dear Sir,

We acknowledge with this letter that Kodre Farm and its staff has always supported us to conduct practice sessions and camp specially in rainy season at Kodre Farm.

Players like, Jinesh Nanal, Arhant Joshi, Vishvesh Patil, Shrutika Sarode, Shreyasi Joshi, Swarali Joshi

(All national Gold medalist and represented India in Asian and world tournaments)

always got chance to practice in rainy season to maintain their performances.

Once again thank you for the same and expecting the same support in the future.

Yours Sportingly,



For Skating Association of Pune.

Ashutosh Jagtap – Chairman Freestyle Skating - RSFI



436

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Sikkim Cricket Association

Regd. No.329/Vol No.1/1987/law/Govt.of Sikkim

(Affiliated to the Board of Control for Cricket in India)

ADMINISTRATIVE OFFICE: Hotel Sonam Delek, Tibet Road, Gangtok-737101

Ph: +91 7407407799 | E-mail: sca@sikkimcricket.com | Web: www.sikkimcricket.com

Ref. No. 1655/SICA/2022

Dated 30.1.2022

To

Vikram Deshmukh & Atul Gaikwad

Cricket Next Academy

Kodre Farm, Pune

Respected Sir,

I on behalf of Sikkim Cricket Association would like to acknowledge you both and Kodre Farm Staff for your support to organized Sikkim women team camp.

All girls had great time and a great learning experience.

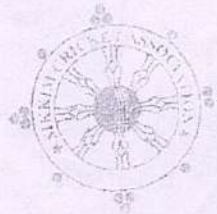
Thank you for everything and hope for the same in coming future

With Best Wishes!

Tshewang Lama Bhutia

Hon. Secretary

Sikkim Cricket Association



TSHEWANG LAMA
Honorary Secretary
Sikkim Cricket Association



ARCHERS ACADEMY

(An academy for Excellence in Archery. Since 2004)
12, Ashok Park, in front of sun empire phase 2 Pune -411 051.



To -
Mr. Vikram Deshmukh Kodre
Farm Sports Center

Sub - Acknowledgment letter for Kodre farm sports center

Dear Sir,

we acknowledge with this letter that Kodre Farm and its staff always support us to conduct practice sessions and pre tournaments and pre national camps - camp for our national players Our National and international players always get opportunity to practice at Kodre Farm Sports Center and get prepared for their upcoming tournaments. Some international archers trained there Isha Pawar , Sakshi shitole , Tisha Sancheti , Tanmay malusare & Paralympics players like Adil Ansari, Gaikwad, always like to stay and practiced at Kodre farm Thank you for your support

Yours truly

Ranjeet Chamle
National coach
Shiv Chatrapati Awardee



438
School of Martial Arts
National Budo Association

Affiliated to
International Budo Federation (Europe)
Promote Budo Institute Of West Martial Arts (England)
Yongmoodo Federation Of India



President & Founder-Member
Shikhar - Kishor M. Kalabkar

Chief Controller of Maharashtra
Sensei - Sunil B. Botane

To,

Mr. Vikram Deshmukh

Kodre Farm Sports Center,

Sinhgad Road, Pune.

Sub:- Acknowledgement of support for Karate Classes.

We, School of Martial Arts National Budo Association acknowledge with this letter that Kodre Farm Sports Center support us to conduct the Karate Classes in their beautiful premises at Sinhgad Road, Near Lokmat Office Pune.

Thank you Kodre Farm Sports Center for your support.

Yours Truly,

Deepak M. Patil
Instructor
(School Of Martial Arts,
National Budo Association)

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UNDER-19 INTER-CLUB CRICKET

Sanghavi sizzles with bat and ball for Aryans

SECOND VICTORY IN A ROW
Aryans Cricket Academy beat HK Bounce Academy by 63 runs

HT Correspondent

PUNE: It turned out to be Tanay Sanghavi's day. The Aryans Cricket Academy's captain batted and bowled with finesse and helped his team defeat HK Bounce Academy in the league match of the Captain Shree Ramji Vastha Dadas trophy under-19 inter-club cricket tournament at Kodre Farms in Dhayari on Saturday.

Sanghavi scored an unbeaten 109 runs and returned to the crease with a bowling figure of 3 wickets for 21 runs to play an

anchor role in his team's victory. The Nashik-based player, who visits Pune regularly to take part in matches, was in good form from the very first ball he faced. He hit century with 19 fours and sixes.

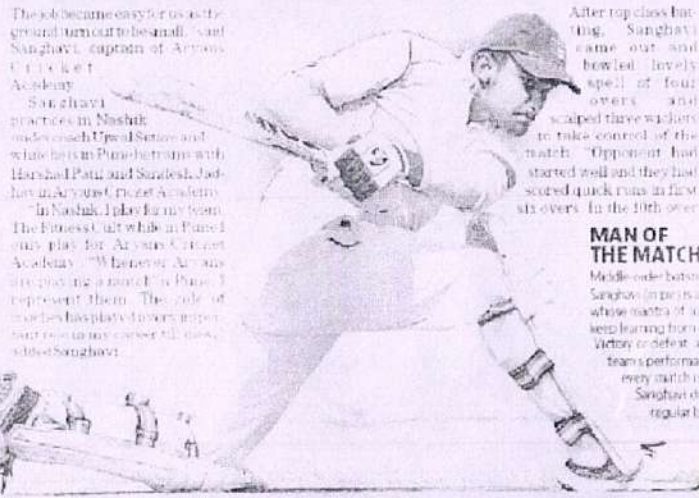
Sanghavi was supported by Pruthviraj Khasnar who added 69 runs in 44 balls, including 10 fours and sixes.

The duo shared a 100-run partnership which came in just 24 balls. Khasnar was run out in the 10th over. "I came in bat when the team was a down with 17 runs on the board. Khasnar was hitting the ball nicely so I also joined him and we scored almost 100 runs per over. Two and one or two balls were coming in an over

The job became easy for us as the ground turned out to be small," said Sanghavi, captain of Aryans Cricket Academy.

Sanghavi practices in Nashik under coach Upend Senani and while he is in Pune he trains with Harshad Patil and Sanjesh Jadhav in Aryans Cricket Academy.

"In Nashik, I play for my team, The Fitness Club while in Pune I only play for Aryans Cricket Academy. "Whatever Aryans are playing a match in Pune, I represent them. The role of coaches has played a very important role in my career till now," added Sanghavi.



After top class batting, Sanghavi came out and bowled a lively spell of four overs and scalped three wickets to take control of the match. "Opponent had started well and they had scored quick runs in first six overs. In the 10th over,

my second over, I took two wickets and from there the match was easy for us," added Sanghavi. "Tanay Sanghavi was a part of Maharashtra under-16 team in 2016. For HK Bounce Academy, he is the opener. Aryan Gadge and Adesh Nagesh scored 40 runs each after that most of the batsman fell and the entire team was bowled out for 171 runs in 19 overs.

MAN OF THE MATCH

Middle-order batsman Tanay Sanghavi in this a player whose mantra of success is to keep learning from every match. Victory or defeat, analysing team's performance after every match is what Sanghavi does on regular basis.

BATTING
109* runs
49 balls, 13 fours, 3 sixes

BOWLING
3 wickets
4 over, 21 runs

"We dropped a couple of catches, one was on a mid wicket of opponent team's captain Sanghavi and another one of Khasnar on a long off."

Both the batsman scored heavily after that," said Viraj Mene, captain of HK Bounce Academy.

With the win, Aryans Cricket Academy enters quarterfinals of the tournament.

"The ground is small in radius so I took the full advantage of it. I am feeling good that finally my batting came out good today."

TANAY SANGHAVI, Captain, Aryans Cricket Academy

BRIEF SCORE

Aryans Cricket Academy 234 for 4 in 20 overs. Tanay Sanghavi 109 (49), Pruthviraj Khasnar 69 (44), Raj Pawar 4 (3) beat HK Bounce Academy 171 all out in 19 overs. Aryan Gadge 25 (18), Adesh Nagesh 25 (18), Tanay Sanghavi 0-29.

"Our bowling format was better today than in the last match. The way bowlers performed after the first 10 overs was impressive."

Tanay Sanghavi of Aryans Cricket Academy in action during the match against HK Bounce Academy in the U-19 inter-club tournament at Kodre Farms in Dhayari on Saturday.

RAYREDA JADHAV PHOTO

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U-19 cricket: Dastur Boys make quarters with 9-wicket win over Nannaware Sports

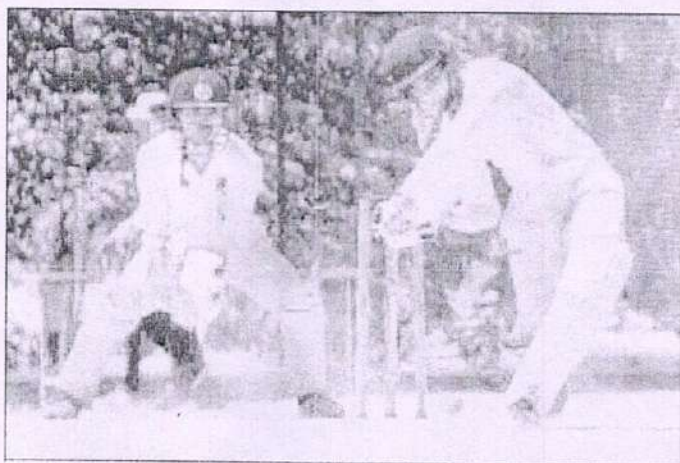
HT Correspondent

punelletters@htlive.com

PUNE: For Dastur Boys, it turned out to be cakewalk as they registered a nine-wicket win over Nannaware Sports Foundation to enter the quarter-finals of the Captain Shivramant Vishnu Damle trophy under-19 inter-club cricket tournament at Kodre Farms in Dhayari on Sunday.

After bowling out Nannaware Sports Foundation (NSF) for 114 runs in 19.4 overs, Dastur Boys chased down the target in 13.2 overs. Sagar Mallepati, captain of Dastur Boys was happy with the victory, but advised his team to be cautious about the fielding for upcoming matches.

"We made many fielding errors today and also dropped catches which is not good for any team. It impacts bowlers' confidence, so the team needs to take care in the quarter-final," said Mallepati after the match. Opting to bat first, NSF suffered the blow on the very first ball as their captain Parth Parmar got out to right-arm paceman, Shreyash Mitkari. The other opener, Shreyas Nayak kept scoring from one end, while wickets kept falling from the other. Except for third-wicket partnership of 54



Kaushal Tambe of Dastur Boys scored a half century and took three wickets against Nannaware Sports Foundation in the u-19 inter-club tournament at Kodre Farms in Dhayari on Sunday. **RAVINDRA JOSHI/HT**

runs in 41 balls between Naik and Mukund Gaikwad, none of the other players built on partnership for NSF.

NSF BOWS OUT OF THE TOURNAMENT

"Fielding needs to improve a lot. In all the matches we were let down by our fielding," said Parmar. For Dastur boys, Kaushal Tambe turned out to be the chief architect of the match as with his right-arm off spin he took three wickets, giving away 18 runs along with one maiden in his 4

overs spell. Coming one down to bat, Tambe scored unbeaten 50 runs in 40 balls and built a 95-run partnership with Arshan Kulkarni to chase down the target in 13.2 overs. Tambe hit 5 boundaries and two sixes.

The ball was coming nicely on the bat so I did not face any issues while batting and the target was also very small, so I just kept hitting my shots," said Tambe who trains with Cadence Cricket Academy, but plays with Dastur Boys team as he is the student of Sardar Dastur Hoshang Boys

captains

It's good that we won the match, but what I feel is that fielding needs to improve. We could have our opponents out for 80 runs, but we dropped catches and the team crossed the 100-run mark.

SAGAR MALLEPATI, Dastur Boys

No doubt we need to improve in all three departments, but most importantly we should focus on our fielding.

PARTH PARMAR
Nannaware Sports Foundation

High School. "Today the opponents were easy targets but things will not be same with other teams so we need to come with overall improvement for quarter-final match," added Tambe who was a part of Maharashtra U-16 team in the 2018-19 season.

22 YARDS BEAT HK BOUNCE ACADEMY TO LIFT TITLE IN PLAY IN CRICKET



■ 22 Yards pose after winning Play In Cricket Tournament at Kodre Farms on Saturday.

HT PHOTO

PUNE: It turned out to be an easy contest for 22 Yards as they chase down the 109-run target in 11.4 overs in the Play In Cricket tournament organised by Indian Saga and HK Bounce Academy. The game was played at Kodre Farms on Saturday.

Opting to bat first, HK Bounce Academy failed to set up a big score as the team lost wickets at regular interval. Yash Ghare was the top scorer with 33 runs for HK Bounce Academy.

Chasing an achievable total, 22

Yards's Rishikesh Daund played an attacking knock of 53 runs in 30 balls and helped in giving his side a comfortable victory. Daund was declared man of the match for his innings that included six boundaries and three sixes.

Brief Scores:

HK Bounce Academy 108 for 7 in 20 overs Yash Ghare 33 (33b), Rohan Devdhar 10 (7b), Ramesh Batra (2-26) lost to 22 Yards 109 for 2 in 11.4 overs Rishikesh Daund 53 (30b), Akram Sayyed 24 (25b), Sairaj Dengave (1-4)

Sakat Times

MPF Box Cricket League to begin from May 18

SPORTS REPORTER
sports@sakaaltimes.com

Pune: Sixteen invitation- al teams from the city will challenge each other in the MPF Box Cricket League 2019 which will commence from May 18 at the Kodre Farm ground, Sinhagad Road.

The two day tournament will witness action between 6 different chapters of MPF Pune. The event will see participation of 10 men's teams and 4 women's teams and

two Under-14 boys' teams from the city.

Shri Krishna Pearls, AMA Gladiators, Green Victors, Status Spartans, Expert Royals, Tapadiya Life Sav-



ers, Karwas Rising Stars, FC Miracle Chasers, MahaRathi Satona and Energy Marketers will clash for the title in the men's section.

Blue Stone Divas, Gen-

sol Super Queens, Sonvi's Fighters and Velocity Warriors will fight in the women's section.

In the boy's section, DC Little Champ and Mundada Challengers will battle it out for the title.

The winner and runners-up will receive a trophy. The other awards include Man of the Match trophies, Man of the Series, Best Batsman, Best Bowler, Best Fielder and Best Wicketkeeper.

CHAPTER – 11

ACQUISITION AND DEVELOPMENT OF RESERVED SITES IN DEVELOPMENT PLANS

11.0 GENERAL

These regulations shall be applicable for the areas within the jurisdiction of planning authorities, unless otherwise specified.

11.1 Manner of Development of Reserved Site in Development Plan (Accommodation Reservation Principle)

The use of lands situated within the limits of Planning Authority which have been reserved for certain purpose in the Development Plan, shall be regulated in regard to type and manner of development/ redevelopment according to the provisions mentioned in following Table No.11A.

When owner is allowed to develop a reservation, he should have exclusive ownership/ title of the land without any restriction under any other Act or Regulations in force.

Table No.11-A - Manner of Development		
Reservation	Person/Authority who may acquire/ develop	Principle For Development through Accommodation Reservation subject to which development is permissible
1	2	3
1) Recreational -		
1.1) Open reservations like Garden, Play Ground, Children PG, Open Space, Recreation Ground, Recreational Centre, Park etc.	Planning Authority/ Appropriate Authority/ Owner	Planning Authority may acquire the land and develop the same for the purpose. If the Land under reservation is owned by any Government agency/ Authority, in such cases the Planning Authority may allow such Government agency/ Authority to Develop full reservation for the said purpose subject to condition as may be decided by the Authority and such Developed Amenity shall be open to the general Public. OR The Authority, after handing over of 70% of the land of the reservation to the planning authority by the owner in lieu of FSI/TDR, may allow him to develop remaining 30 %of land as per adjoining use, subject to following terms/conditions:-

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		<p>i) The owner shall be entitled to develop remaining 30% land for the uses permissible in adjoining zone with full permissible FSI of the entire Plot and permissible TDR potential of the entire Plot.</p> <p>ii) The Authority, if required, shall allow the TDR for the unutilized FSI, if any (after deducting in-situ FSI as mentioned in Sr.No.(i) above), to be utilised as per TDR Regulations.</p> <p>iii) The reservation shall be allowed to be developed in parts. However, it shall be ensured that Garden and Play Ground area to be handed over to Authority shall be minimum 1000sq.m.</p>
1.2) Stadium, Sport Complex, etc.	Planning Authority/ Appropriate Authority	Planning Authority/ Appropriate Authority shall acquire the land and develop the same for the purpose.
1.3) Swimming Tank / Swimming Pool	Planning Authority /Appropriate Authority / Owner	<p>The Planning Authority/ Appropriate Authority may acquire and develop the site for the same purpose.</p> <p>OR</p> <p>The Planning Authority/ Appropriate Authority after acquiring the land or after acquiring and developing the same, as the case may be, lease out as per the provisions of the Municipal Councils/Municipal Corporations/Authority Act, to the Registered Public Institution for developing and running or only for running the same.</p> <p>OR</p> <p>The Owner may be allowed to develop according to the designs; specifications and conditions prescribed by the Authority and run the same.</p>
2) Public Utilities		
a) Cremation Ground, b) Burial Ground, c) Slaughter House, d) Sewerage Treatment	Planning Authority/ Appropriate Authority	The Planning Authority/ Appropriate Authority shall acquire the land and develop the reservation for the same purpose.

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कार्यकारी अभियंता कार्यालय,
बांधकाम विकास विभाग झोन क्र. २
सावरकर भवन चौथा मजला
पुणे महानगरपालिका
जावक क्र. ११०१२/०१११
दिनांक :- ११/०१/२०२४

मा. उप आयुक्त,
अतिक्रमण व अनाधिकृत बांधकाम निर्मुलन विभाग
पुणे महानगरपालिका.

यांजकडेस सविनय सादर...

विषय :- वडगाव बु. १/१/२०२४ रोजी जॉ कटर च्या सहाय्याने केलेल्या कारवाई अहवाल.

पुणे पेट वडगाव बु. स.नं. ४५ व ६१ पा. येथील विना परवाना बांधकामावर महाराष्ट्र महानगरपालिका अधिनियमचे कलम ५३ (१)(अ) व ५४ अन्वये नोटीस देऊन दिलेल्या नोटीसाच्या अनुषंगाने खालील प्रमाणे दि.१/१/२०२४ रोजी कारवाई करणेत आली.

अ.क्र	विनापरवाना मिळकतीचा पत्ता	नोटीस व जाव क्र. व दिनांक	केलेल्या कारवाईचे स्वरूप	कारवाईचे विना परवाना क्षेत्रफळ चौ. फुट	नोटीशीचा प्रकार
१	अशोक कोंद्रे व इतर, विलास कोंद्रे, जयश्री. कोंद्रे, माणिक कोद्रे वडगाव खुर्द स.नं. २६, २७, २१ पा.	झोन क्र. २ / २५५७ दि. २२/७/२०२२	अनाधिकृतपणे खेळाचे क्रिडांगण, ग्राऊंड, जिम कार्यालयासाठी लागणारा हॉल. इ. त्या अनुषंगाने इतर कच्चे पक्के बांधकाम	४०,००० .०० चौ. फुट	५३ (१)(अ) व ५४
२	विजय फिश मार्केट वडगाव बु. स.नं. ६१ पा.	झोन क्र. २/६८५१ दि. ७/१२/२०२३	अंदाजे लांबी ६० फुट, ५० फुट रूंद सुमारे ३००० चौ. फुट क्षेत्रफळाचे पत्राशेडचे पक्क्या स्वरूपाचे अनाधिकृत बांधकाम केले आहे	१००० चौ. फुट	५३ (१)(अ) व ५४
			एकूण		

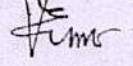
केद्र शासन माहितीचा अधिकार अधिनियम
सन २००५ अंतर्गत मागणी अर्जानुसार सदरची
देण्यात आलेली माहिती प्रत
बांधकाम विकास विभाग झो. क्र. २
पुणे महानगरपालिका

119 22

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सदरचे वरील प्रमाणे एकूण अंदाजे ४१,००० चौ. फुट चे पक्के बांधकाम , बांधकाम विकास विभाग, झोन क्र. २, अतिक्रमण विभाग यांचे १० कर्मचारी , बिगारी सेवक तसेच ४ पुरुष व ४ स्त्री पोलीस कर्मचारी व १५ कमांडो व १ लेडीज कमांडो (म.स.व.) यांचे बंदोबस्तासह २ जेसीबी, २ ब्रेकर , २ गॅस कटर, इ. मशीनरीच्या सहाय्याने कारवाई करण्यात आली.

मा.स.कळावे.



उप अभियंता

बांधकाम विकास विभाग झोन क्र. २

पुणे महानगरपालिका.

प्रत :-

१) माहिती व जन संपर्क अधिकारी
पुणे महानगरपालिका

२) मा. महापालिका सहाय्यक आयुक्त
सिंहगड रोड क्षेत्रिय कार्यालय

३) मा. कार्यकारी अभियंता
बांधकाम विकास विभाग झोन क्र. २
पुणे महानगरपालिका.

यांजकडे माहितीसाठी व पुढील कार्यवाहीसाठी

केद्र शासन माहितीचा अधिकार अधिनियम
सन २००५ अंतर्गत मागणी अर्जानुसार सदरची
देण्यात आलेली माहिती प्रत
बांधकाम विकास विभाग झो. क्र. २
पुणे महानगरपालिका

OFFICE OF THE EXECUTIVE ENGINEER
 Development Control Department Zone No 2
 Savarkar Bhavan, 4th Floor,
 PMC Pune
 Outward No: ZONE 2/7991
 Date: 11/01/2024

To,
 The Deputy Commissioner
 Department of Encroachment and
 Removal of Unauthorised Construction
 Pune Municipal Corporation

Subject: The action done with the help of Jaw Cutter on all that piece and parcel of the land lying at Vadgaon on 9/1/2024.

That on 09/01/2024 and on the basis of the Notice issued under the provisions of the Section 53(1)(a) and 54 of Maharashtra Municipal Corporation Act, the action was executed in respect of the piece and parcel of the property bearing S No 45 and S No 61, Pune

Sr	Address of the property without Permission	Notice and Outward no and Date	The nature of the legal action	Area of the land without permission in sq fts	Nature of the notice
1	ASHOK KODRE AND OTHER, VILAS KODRE, JAYSHREE KODRE, MANIK KODRE Vadgaon Kh, No 26, 27,31	Zone No 2/2557 Dtd 22/07/2022	Illegal playground, Ground, Hall for Gym and Construction accordingly RCC and NOC RCC construction (Kache and Pakke)	40,000 sq.fts	53(1)(a) and 54
2	VIJAY FISH MARKET VADGAON BK S NO 61	ZONE NO 2/6851 DTD 07/12/2023	Approximate unauthorised construction and shade like structure area of 60 fts and 50 feet admeasuring 3000 sq.fts	1000 sq.fts	53(1)(3) and 54
			Total		

As stated above the department has proceed and taken action against an area admeasuring 41000 sq.fts RCC construction, by the Development Control Department, Zone No 2, Encroachment Department in the presence of 10

departmental employee, other temporary employee, 4 male and 4 lady constable and 15 commando and 1 Lady Commando (M.S.B) with the help of specialised machines like 2 JCB, 2, Braker, 2 Gas Cutter

This is to inform as above

Deputy Engineer
Development Control Dept Zone No1
Pune Municipal Corporation

Copy given to –

- 1 Information Office, PMC Pune
2. Assistant Commission of PMC, Sinhgad Zonal Office, Pune
3. Executive Engineer, Development Control Department No 2, PMC Pune

For further information and other proceedings.

Unauthorised Construction Removal Division

Payable Due -

PUNE MUNICIPAL CORPORATION

For Work done with reference to and under provisions of
Maharashtra Municipal Corporation Act 1949 U/s 453 and Chapter No 8
Rule No 39 and Section 264 and 478

To, SHRI ASHOK KODRE, VILAS KODRE, JAYASHREE KODRE, MANIK
KODRE AND OTHERS Residing at – Peth Vadgao Khurd, S No 26 & 27 House
No 31, P, Pune in respect of Dtd 09/01/2024 to 09/01/2024
ZONE NO 1/B.P.

SR	PARTICULARS	RUPEES
1	Expenses of Demolition	18100=00
2	Expenses of Maintenance / Jaw Cutter	3342007=00
3	Expenses for Transportation of Material on Non utilised area	
4	Expenses for support	
5	Expenses towards Security	
6	Expenses towards supervision @ 10%	1810=00
	Total amount	Rs 33,61,917=00

(1) That arrange to pay the amount Rs 33,61,917/- from the said payable amount, within 8 days from the receipt of this letter at your office. On failing to pay within stipulated period, you will attract the demand notice to be issued by our office under the provisions of the Maharashtra Municipal Corporation Act 1949, even after that if your further fail to pay the dues, we shall proceed against you for recovery of the amount under the Section 458 and 439 thereafter.

(2) Till the actual realization of the amount the expenses towards the security costing daily within the prescribed time limit as stated hereinabove and take the possession of the material in your custody. Thereafter, on non-receipt of the amount within stipulated period, the non-occupied material and construction made without permission shall be subjected to auction and the amount received after the auction and expenses towards the receipt of the actual amount towards the expenses of the Security thereon till then, shall be recovered by against the auction proceed amount, and thereafter any amount payable by you, shall be recovered from you.

(3) Failing to pay the aforesaid amount with the stipulated period of 15 days, the amount shall be revered together with the payable amount U/s 439 of the aforesaid Act,

(4) The letter is issued under the power delegated U/s 69 of the said Act

Asstt Engineer
PMC Pune

Deputy Engineer
PMC Pune

Annexure R-13

(121) (124)

By Hand

To
The Deputy Engineer
Encroachment and Illegal Construction Removal Department
Pune Municipal Corporation
PMC Main Building, Congress House Road,
Near Mangla Theatre,
Shivajinagar, Pune - 411005

15 October, 2024

9/11/2024
बांधकाम वि. विभाग ज़ोन क्र.२
पुणे महानगरपालिका

WITHOUT PREJUDICE

Respected Sir,

Ref.: Your Notice dated 14/08/2024 issued for recovery of cost of demolition of the structures raised on Survey Nos. 27/1/1 and 27/1/2, Vadgaon Khurd, Taluka Haveli, Pune.

Vide a Notice dated 14/08/2024, your department has raised a demand for an amount of Rs.33,69,917/-, towards the expenses incurred for demolition of the alleged illegal structures erected on Survey Nos. 27/1/1 and 27/1/2, Vadgaon Khurd, Taluka Haveli, Pune, ['said Lands'] which structures were demolished by your department on 09/01/2024.

At the outset, we deny the demand raised by your department for various reasons, as follows:

1) The said Notice has been addressed to Mr. Ashok Kodre, Mr. Vilas Kodre, Mrs. Jayashree Kodre, Mr. Manik Kodre and others and gives reference of Survey Nos. 26 and 27, Vadgaon Khurd, Taluka Haveli, Pune. In the Report dated 11/01/2024, prepared by the Executive Engineer, Construction Development Department, Zone No. 02, pertaining to the said demolition by your department, it has been recorded that the Lands on which the alleged illegal structures were erected were Survey Nos. 26, 27 and 31, all situated at Vadgaon Khurd, Taluka Haveli, Pune.

However, on 09/01/2024, your department carried out demolition of alleged illegal structures only on Survey Nos. 27/1/1 and 27/1/2 owned by my father, i.e. Mr. Vilas Kodre. No demolition work was carried out by your department on the adjoining Lands bearing Survey Nos. 26 and 31. Therefore, the said Notice is wrongly addressed to Mr. Ashok Kodre, Mrs. Jayashree Kodre, Mr. Manik Kodre and others as well as, wrongly gives reference of Survey No. 26 and 31.

2) Your department has simply stated the amount of the expenses incurred by your department without providing a detailed calculation of the said amount or the method/formula applied for arriving at the stated amounts and especially so, the charges for the 'Jaw Cutter'. In the absence of such detailed calculation, the amounts stated in the said Notice dated 14/08/2024 are denied as being correct.

पुणे महानगरपालिका
लिखा आशुक्त कार्यालय
बाजीनगर, पुणे - ४११००५

MB

लेखनिक
स्वागतकक्ष

9/11/2024

अतिक्रमण / अनधिकृत बांधकाम नियंत्रण विभाग

पुणे म.न.पा.

9/11/24
कर आकारणी व कर संकलन विभाग
पुणे महानगरपालिका

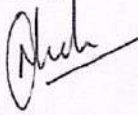
122

- 3) In the said Report dated 11/01/2024, pertaining to the demolition of the said alleged illegal structures erected on the said Lands, the area of illegal construction has wrongly been recorded as 40,000 sq. ft. It has wrongly been recorded that illegal construction was raised for the purpose of a playground, since the playground was and is yet only an open space of about 30,000 sq. ft. with no construction on it. Therefore, the area of alleged illegal structures has been wrongly overstated by 30,000 sq. ft. On this ground alone, your department is required to re-assess and re-calculate the expenses incurred for said demolition.
- 4) In reality, the total area of structures raised on the said Lands was only about 10,000 sq. ft., which comprised of a temporary shed [Pandal] made out of bamboo and tin roof admeasuring 8,000 sq. ft. and the construction admeasuring 2,000 sq. ft., which rooms were constructed for the personal use of our family and labor quarters. The remaining area admeasuring 30,000 sq. ft. was and still is open land. Therefore, your department razed the said alleged illegal construction admeasuring 2,000 sq. ft. by utilizing a JCB.
- 5) Out of the alleged illegal structures admeasuring about 10,000 sq. ft., after deducting 2,000 sq. ft. for which a JCB was used, the balance alleged illegal structure was about 8,000 sq. ft, which was the said temporary shed [Pandal]. Even this area of 8,000 sq. ft. was not demolished entirely by your department during your visit to the said Lands on 09/01/2024. In fact, during your visit on 09/01/2024, we requested the officer from your department to not demolish the entire structures, since some of our valuables were stored at the said temporary shed [Pandal]. We orally undertook to demolish the structures ourselves after removing all of our valuables and the same was agreed to by your officer. As a result, on 09/01/2024, your department only partly demolished the said temporary shed [Pandal] comprising about 4,000 sq. ft. only by utilizing a Jaw Cutter, whereas the remaining 4,000 sq. ft. comprising of the temporary shed [Pandal] was subsequently demolished by us at our own cost, for which we have documents as evidence.
Further, the temporary shed was a dismantlable structure, constructed out of bamboo & iron frames and covered with tin sheets. The said temporary shed could be easily demolished with the use of manual labour and did not actually require the use of a Jaw Cutter.
- 6) Further, in the said Report dated 11/01/2024, it has been stated that there was a gym on the said Lands. However in reality, there was no gym on the said Lands.

Basis the above, instead of calculating the expenses only on 2,000 sq. ft. of construction which was demolished using a JCB and 4,000 sq. ft. of temporary shed [Pandal] which was demolished using a Jaw Cutter, your department has erroneously raised the demand towards demolition of 2,000 sq. ft. of construction, 8,000 sq. ft. of temporary structures and 30,000 sq. ft. of open ground, which is totally incorrect.

In view of the various reasons stated herein above, we therefore request you to record our formal objection to the amount demanded by your department and to re-assess and re-calculate the expenses chargeable by your department, as well as, provide us with a detailed calculation of the amount of expenses finally arrived at by your department.

Yours sincerely,



Nikit Kodre

C.c. to

- 1) **The Municipal Commissioner**
Pune Municipal Corporation
PMC Main Building, Congress House Road,
Near Mangla Theatre,
Shivajinagar, Pune - 411005
- 2) **The Deputy Commissioner**
Property Tax Department
Pune Municipal Corporation
PMC Main Building, Congress House Road,
Near Mangla Theatre,
Shivajinagar, Pune – 411005
- 3) **The Executive Engineer**
Construction Development Department,
Zone No. 02, Savarkar bhavan, 4th floor,
Pune Municipal corporation,
Shivajinagar, Pune – 411005

Attached Document.

1. Applicatoin Dt. 27/06/2024.
2. Letter by bandkam vibhag zone no 2. Dt 07/02/2024.
3. Letter by bandkam vibhag zone no 2. Dt 11/01/2024.
4. Letter by Aanadikrut bandkam vibhag Dt 23/08/2024.
5. Demand Notice by Aanadikrut bandkam vibhag.

नमुनानं १

माहितीचा अधिकार अधिनियम २००५

(अधिनियमक्र २२ सन २००५)

कलम ६ (१) प्रमाणे करावयाचा अर्जाचा नमुना

प्रति

म.जनमाहिती अधिकारी

१) अर्जदाराचे संपुर्ण नांव:

२) संपुर्ण पत्ता:

३) आवश्यक असलेल्या माहितीचा तपशील

४) माहितीचा संबंधित कालावधी

५) आवश्यक असलेल्या माहितीचे वर्णन /तपशील:

६) माहिती टपालाद्वारे किंवा व्यक्तिशः आवश्यक

७) टपालद्वारे असेल त्याबाबतीत सादे पोस्टडाक

किंवा शिघ्र पोस्ट

८) अर्जदार दारिद्र्य रेषेखालील आहे काय

(असल्यास त्याच्या पुराव्याची झेरॉक्सप्रत जोडणे आवश्यक आहे)

ठिकाण : पुणे

दिनांक २७/०६/२०२४

२७/०६/२०२४
 संचिकाय वि. विभाग झोन क्र.२
 पुणे महानगरपालिका

अर्जदाराची सही



कार्यकारी अभियंता कार्यालय,
बांधकाम विकास विभाग झोन क्र. २
सावरकर भवन, चांथा मजला
पुणे महानगरपालिका
जावक क्र : ०७१०२१२०२४
दिनांक :- ०७/०२/२०२४

प्रति,
श्री. नितन विलास कोंद्रे
स.नं. २७, कोंद्रे फार्म, राजयोग सोसायटी मागे
सिंहगड रोड, वडगाव खुर्द, पुणे ४११०४१.

विषय :- पुणे पेठ वडगाव खुर्द स.नं. २७ पा, ३१ पा या मिळकतीवरील अनधिकृत बांधकामाच्या कारवाई बाबत.

- संदर्भ :- १) एमआरटीपी अॅक्ट १९६६ चे कलम ५३(१), ५४ सह जा.क्र. झोन क्र. २ / २५५७ दि. २२/७/२०२२
अन्वये बजावण्यात आलेली नोटीस.
२) कार्यकारी अभियंता, कार्यालय बांधकाम विकास विभाग झोन क्र. २ जा.क्र. झोन २/६०२३
दि. २६/१२/२०२२ अन्वये देण्यात आलेले पत्र.
३) आपले दि. ९/१/२०२४ रोजीचे पत्र.

पुणे पेठ वडगाव खुर्द स.नं. २७ पा, ३१ पा या मिळकतीवर आपणा मार्फत करणेत आलेले अनधिकृत बांधकाम म्हणजेच खेळाचे क्रिकेट ग्राऊंड, जिम, कार्यक्रमासाठी लागणार हॉल इत्यादीच्या अनुषंगाने आपणास संदर्भ क्र. १ अन्वये नोटीस बजावण्यात आली होती. (सदरची नोटीस आपणांस आरपीएडी व्दारे पाठविण्यात आली होती त्याची प्रत सोबत जोडण्यात येत आहे) तसेच संदर्भ क्र. २ अन्वये सदर मिळकतीवरील बांधकाम त्वरित काढून टाकणेत यावे व त्याचा अहवाल ८ दिवसात सादर करणेत यावा याबाबत आपणांस कळविणेत आले होते. (सदरचे पत्र आपणांस स्पीडपोस्ट व्दारे पाठविण्यात आले होते त्याची पावती सोबत जोडण्यात येत आहे) संदर्भ क्र. १ अन्वये देण्यात आलेली नोटीस व संदर्भ क्र. २ अन्वये देण्यात आलेल्या पत्राच्या अनुषंगाने दि. ९/१/२०२४ रोजी कारवाई करणेत आली आहे. सदर बाब आपले माहितीसाठी सादर कळावे.

उप अभियंता,
बांधकाम विकास विभाग झोन क्र. २
पुणे महानगरपालिका

सदरचे वरील प्रमाणे एकूण अंदाजे ४१००० चौ. फुट चे पक्के बांधकाम , बांधकाम विकास विभाग, झोन क्र.

२. अतिक्रमण विभाग यांचे १० कर्मचारी , बिगारी सेवक तसेच ४ पुरूष व ४ स्त्री पोलीस कर्मचारी व १५ कमांडो व १ लेडीज कमांडो (म.स.ब.) यांचे बंदोबस्तासह २ जेसीबी, २ ब्रेकर , २ गॅस कटर, ३. गणीनरीच्या सहाय्याने कारवाई करण्यात आली.

मा.स.कळावे.

H. S. K.

उप अभियंता

बांधकाम विकास विभाग झोन क्र. २

पुणे महानगरपालिका.

प्रत :-

१) माहिती व जन संपर्क अधिकारी
पुणे महानगरपालिका

२) मा. महापालिका सहाय्यक आयुक्त
सिंहगड रोड क्षेत्रिय कार्यालय

३) मा. कार्यकारी अभियंता
बांधकाम विकास विभाग झोन क्र. २
पुणे महानगरपालिका.

यांजकडे माहितीसाठी व पुढील कार्यवाहीसाठी

केंद्र शासन माहितीचा अधिकार अधिनियम
सन २००५ अंतर्गत मागणी अर्जानुसार सदरची
देण्यात आलेली माहिती प्रत
बांधकाम विकास विभाग झो. क्र. २
पुणे महानगरपालिका

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माहितीचा
अधिकार

श्री. निकीत वित्तास कोट्टे
A/3, शेजल गार्डन, वैभव थियटरच्या मागे,
हडपसर, पुणे- ४११०२८.
मो.नं.९८९०९०९३९९.

अतिक्रमण/अनाधिकृत बांधकाम निर्मुलन विभाग
पुणे महानगरपालिका
जा.क्र.ई/ २३८९
दिनांक : २३/०८/२०२४

यांचा

विषय : माहिती अधिकार अधिनियम २००५ अन्वये आपण मगविलेल्या माहिती बाबत.

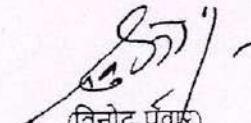
संदर्भ : डकंडोल कार्यालयाकडील आवक क्र.३९७८, दि.२६.०७.२०२४ रोजीचा मा. जन माहिती अधिकारी तथा उप अभियंता, बांधकाम विकास विभाग झोन क्र.२, पुणे महानगरपालिका यांचे पत्र.

माहितीचा अधिकार अधिनियम २००५ अन्वये संदर्भित पत्रानुसार मा. जन माहिती अधिकारी तथा उप अभियंता, बांधकाम विकास विभाग झोन क्र.२, पुणे महानगरपालिका यांनी दि.०९.०९.२०२४ रोजी सर्वे नं.२७ (भाग) पुणे पेठ वडगाव खुर्द ता. हवेली येथील बांधकाम निर्मूलनाचा खर्चाची रक्कम आपणास उपलब्ध करून देणेबाबत कळविले आहे.

तरी दि.०९.०९.२०२४ खर्चाचा तपशील या पत्रासोबत जोडून पाठवीत आहोत.

कळावे.

सोबत : एकूण ०१ पाने.


(विनोद पर्वार)
जन माहिती अधिकारी तथा उप अधीक्षक,
(अतिक्रमण/अनाधिकृत बांधकाम निर्मुलन विभाग)
पुणे महानगरपालिका.
कार्यालय संपर्क क्र. :- ०२०-२५५०९३९८

मु. मा. उप. मुद्रणानय, पुणे नगर, २९२, १००३ पानी २००३ (मुसक) ६-२३

देयक क्र.

अनधिकृत बांधकाम निर्मूलन कक्ष

पुणे महानगरपालिका

(महाराष्ट्र महानगरपालिका अधिनियम, १९४९, कलम ४५३ अन्वये केलेल्या चॅप्टर क्र. ८ मधील नियम क्र. ३९ प्रमाणे
महाराष्ट्र महानगरपालिका अधिनियम, १९४९, कलमे २६४ व ४७८ प्रमाणे केलेल्या काणाचे देयक)रा. अशी अशोक कोठे, विलास कोठे, जयश्री कोठे, माणिक कोठे व ३
राहणार पुणे, पेठ वडभाव खुर्द, स. नं. २६, २७, धरांक

पुणे-पेठ ३९, पा. पुणे

धरांक

बाबत दि. ०९/०९/२४ पासून ते

दि. ०९/०९/२४ अखेर खर्च

खर्च २ | वि.प.

रूपये

पैसे

१. पाठण्याबाबत खर्च	९८,९००	२००
२. दुरुस्तीचा खर्च	३३,४२,०००	२००
३. पडीक भागाचे सामान		
हालविण्याचा खर्च		
४. धिरे देण्याचा खर्च		
५. रखवालीचा खर्च		
६. टेखरेखीचा खर्च	९०१.९८९०	२००
एकूण रक्कम	३३,६९,९९०	२००

(१) सदर देयकातील रक्कम रु. ३३,६९,९९०

हे देयक पोहोचल्यापासून आठ दिवसांच्या आत आमच्या कार्यालयात भरण्याची व्यवस्था करावी. तसेच तुम्ही मुदतीत न केल्यास तुम्हांस महाराष्ट्र महानगरपालिका अधिनियम, १९४९ प्रमाणे मागणीची सूचना पाठविण्यात येईल व त्यानंतरही मुदतीत तुम्ही सूचनेप्रमाणे पैसे न भरल्यास तुमच्याविरुद्ध महाराष्ट्र महानगरपालिका अधिनियम, १९४९ मधील कलम ४५८ व ४३९ यांत सांगितल्याप्रमाणे वसुलीबाबत जरूर ती तजवीज केली जाईल.

(२) या देयकाची रक्कम भरेपर्यंत रखवालदारीचा खर्च दरोज प्रमाणे वरील मुदतीत भरण्याची तजवीज करावी व सामान ताब्यात घ्यावे. याप्रमाणे मुदतीत रक्कम न आल्यास पडीक व विगरसंपती

बांधकामाच्या भागाच्या सामानाचा जाहीर लिलाव करण्यात येईल व लिलावाच्या खर्चासह या बिलाप्रमाणे येणारी रक्कम व लिलावाच्या दिनांकापर्यंत होणारा रखवालीचा खर्च अशी सर्व रक्कम लिलावाच्या रकमेतून वसूल करण्यात येईल. लिलावात रक्कम कमी आल्यास ती तूमच्याकडून वसूल करण्यात येईल.

(३) सदर रक्कम १५ दिवसांचे मुदतीत न भरल्यास ४३९ अन्वये वसुलीयोग्य असलेला खर्च मालमता कराच्या थकवाकीमध्ये वसूल करण्यात येईल.

(४) वरीलप्रमाणे तजवीज करण्यास कलम ६९ प्रमाणे अधिकार दिल्यावरून.

उप अभियंता
पुणे महानगरपालिका

उप अभियंता
पुणे महानगरपालिका

अनधिकृत बांधकाम निर्मूलन कक्ष

मा. उप अभियंता, पुणे महानगरपालिका

देयक क्र.

यांजकडे -

पुणे, पेठ

धरांक

चे वरील देयक मिळाले.

दिनांक / / २०

स्वाक्षरी

1101

मा. सह आयुक्त
सिंहगड रोड क्षेत्रीय कार्यालय
पुणे महानगर पालिका
पुणे-४१

विषय :- कमान व मांडवासाठी परवानगी मिळणेबाबत.

महोदय,

वरील नमूद कोलल्या विषयांकित बाबत आपणाकडून परवानगी मिळणे कामी अर्ज केला आहे.
आमचे सर्वे नं. २७ लोकमत ऑफिसच्या मागे सिंहगड रोड येथे दिशा पब्लिकेशन अँड इन्व्हेंट च्या नावाने दहा दिवसाचे दिनांक ०५/०१/२३ ते १५/०१/२३ साठी प्रदर्शनाचे नियोजन आहे. तरी त्या कामी अंदाजे ९००० स्क्वे.फीट मांडव व कमान साठी आपणाकडून परवानगी मिळावी ही विनंती त्या कामी येणारया रीतसर चलन भरण्यासाठी तयार आहेत.
कळावे

आपला

अमित दनाईत

14-05-2023
पुणे महानगर पालिका
सिंहगड रोड, पुणे महानगर पालिका

Disha Publications And Events

Amit

Sole Proprietor

DISHA PUBLICATIONS AND EVENTS

Office No 7 & 8, Mayur Prasti, 206 & 208, Nana Peth, Opp Ratnakar Bank, Pune 411002 Mobile 9604789789

To
The Assistant Commissioner,
Sinhgad Road, Ward Office,
Pune Municipal Corporation,
Pune 411041

Subject – Permission to erect Kaman and Pandol

Sir,

With reference to above subject matter, I hereby made an application for seeking permission

That behind Lokmat office on all that piece and parcel of the land lying being and situate at village Survey No 27 we are planning to execute exhibition for 10 days in between 05/01/2023 to 15/01/2023 for our publication popularly known as Disha Publication. For the said purpose we require the piece of land admeasuring 9000 sq.fts for erection of Pandol and Kaman. We are hereby humbly request to grant permission for the same. We are ready to pay the required fees vide challan to be issued by you.

Thanks

Yours faithfully

Amit Danait



जा.क्र. पोउपआ/वाह/वाचक / 933 / 2023
पोलीस उप आयुक्त, वाहतूक शाखा पुणे शहर यांचे
कार्यालय, बंगला नं. ६, पोस्ट ऑफिसजवळ,
येरवडा, पुणे
दिनांक :- ०५/०९/२०२३

ना-हरकतपत्र

प्रति,

श्री. अमित दानियत,
मिफ एडीटर अॅण्ड फाऊंडर,
दिशा पब्लिकेशन अॅण्ड इव्हेंट,
ऑर्गनायझर, आर्किटेक्स अॅण्ड इंटेरिअर डीझायनर प्रदर्शन २०२३
मोबा. नं. ९७६६६२९०३३ (श्री. चेतन आनंद खळदकर)

विषय :- ना-हरकतपत्र बाबत.

संदर्भ :- १) आपले दिनांक ०४/०९/२०२३ रोजीचे पत्र.
२) सिंहगड रोड वाहतूक विभाग जा. क्र. १९/२०२२ दिनांक ०४/०९/२०२३.

-----०-०-०-----

उपरोक्त विषय व संदर्भान्वये आपण दिशा पब्लिकेशन्स अॅण्ड इव्हेंटचे वतीने दिनांक ०६/०९/२०२३ ते दिनांक ०८/०९/२०२३ रोजी पर्यंत कोद्रे फार्म, राजयोग सोसायटीचे पाठीमागे, लोकमत प्रेस जवळ, सिंहगड रोड, पुणे याठिकाणी आर्किटेक्स, इंटेरिअर डिझाईनर्स प्रदर्शन २०२३ चे आयोजन केले आहे. सदर प्रदर्शनास परवानगी मिळणेबाबतचे पत्र इकडील कार्यालयास प्राप्त झाले आहे.

सदर पत्राचे अनुषंगाने आपणास दिनांक ०६/०९/२०२३ ते दिनांक ०८/०९/२०२३ रोजी सकाळी ११.०० ते रात्री २१.०० वा. दरम्यान कोद्रे फार्म, राजयोग सोसायटीचे पाठीमागे, लोकमत प्रेस जवळ, सिंहगड रोड, पुणे याठिकाणी आयोजित केलेल्या प्रदर्शनास वाहतूकीच्या दृष्टीने वाहतूक शाखेकडील खालील नमुद अटी व शर्तीस अधिन राहून तात्पुरत्या स्वरूपात वाहतूक शाखेकडील ना-हरकतपत्र देणेत येत आहे.

अटी :-

- (१) सदर प्रदर्शनाचे ठिकाणी सार्वजनिक वाहतूकीस व पादचा-यांना जाण्या-येण्यासाठी कोणत्याही प्रकारचा अडथळा होणार नाही याची दक्षता घ्यावी.
- (२) सदरचे पत्र हे परवानगी नसून वाहतूकीच्या दृष्टीकोनातून देण्यात आलेले ना-हरकतपत्र आहे. संबंधित पो.स्टे./म.न.पा./कॅन्टोन्मेंट बोर्ड/आवश्यक संबंधित विभाग यांची रितसर परवानगी घ्यावी.
- (३) सदर प्रदर्शनाचे ठिकाण रोजारील आस्थापना, सोसायटी यांना कोणत्याही प्रकारे येणे-जाणेकरिता अडथळा होणार नाही याची दक्षता घ्यावी.
- (४) सदर प्रदर्शनाचे ठिकाणची वाहतूक कोणत्याही प्रकारे बंद करता येणार नाही. वाहतूक चालू राहिल याची दक्षता घ्यावी.
- (५) सदर प्रदर्शन रस्त्याचे/चौकाचे/पुलाचे एका बाजूस करण्यात यावे.
- (६) सदर प्रदर्शनाचे वेळी बॅरिकेटचा वापर करणे.
- (७) आपण सदर प्रदर्शनाचे वेळी वाहतूक नियमनाकरीत वाहतूक शाखेकडील पोलीस बंदोबस्ताची मागणी केली नसल्याने प्रदर्शनाचे ठिकाणी आपलेकडील पुरेसे स्वयंसेवक वाहतूक नियमनाकरीत नेमुण त्याठिकाणी वाहतूकीची कोंडी होणार नाही याची दक्षता घ्यावी.
- (८) सदर प्रदर्शनाकरीत येणारे नागरिकांची वाहनांची पार्किंगची पुरेशी व्यवस्था करण्यात यावी.
- (९) सदर प्रदर्शनामुळे सदर ठिकाणावरील वाहतूकीची चिन्हे अगर बोर्ड हलविले/झाकले जाणार नाहीत याची दक्षता घ्यावी.
- (१०) सदरचे ना-हरकतपत्र हे प्रदर्शनाचे वर नमुद तारीख व वेळे पुरते मर्यादीत राहिल.
- (११) नागरीकांच्या तक्रारी आल्यास सदरचे ना-हरकतपत्र रद्द समजण्यात येईल.
- (१२) सदर प्रदर्शन चालू करणेपूर्वी संबंधित वाहतूक विभागाचे प्रभारी अधिकारी यांचेशी संपर्क साधून सदर प्रदर्शन सुरू करावे.

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- (१३) सदर प्रदर्शन सुरु असतांना सदर ठिकाणी अपघात/अनुचित प्रकार होणार नाही याची दक्षता घ्यावी. सदर प्रदर्शनामुळे अपघात/अनुचित प्रकार घडल्यास त्यास आयोजक / संयोजक व सर्व संबंधित यांना जबाबदार धरण्यात येवुन त्यांचेवर प्रचलित कायदयानुसार कारवाई करण्यात येईल.
- (१४) सदर प्रदर्शनाचे ठिकाणचे मार्गावर व सदर कार्यक्रमापुर्वी पुर्वी एखादा अनुचित प्रकार घडल्यास किंवा कोणतेही शासकीय कार्यक्रम अचानक ठरल्यास किंवा व्ही.आय.पी. अगर व्ही.व्ही.आय.पी. जाणार असतील तर सदरचे ना-हरकतपत्र रद्द करण्यात येईल.
- (१५) सदर प्रदर्शन हे दिलेल्या वेळेत सुरु करून दिलेल्या वेळेत संपवावे.
- (१६) सदर प्रदर्शनाकरीता संबंधीत वाहतूक विभाग तसेच आवश्यक विभागातून सशुल्क पोलीस बंदोबस्त घेण्यात यावा.
- (१७) सदर प्रदर्शनाकरीता मांडव, कमान उभारणार असल्यास त्याबाबत पुणे मनपा, संबंधीत पोलीस स्टेशन, सहायक पोलीस आयुक्त, परिमंडळ -१, वाहतूक शाखा यांची रितसर परवानगी घेणेत यावी.
- (१८) सदर प्रदर्शनामध्ये आपण ध्वनीक्षेपकाचा/स्पीकरचा वापर करणार असल्यास त्याबाबत आपण संबंधीत पोलीस स्टेशनची परवानगी घ्यावी.
- (१९) सदर प्रदर्शनाचे अनुषंगाने आवश्यक सर्व संबंधीत शासकीय विभाग/पोलीस स्टेशन यांची परवानगी मिळालेनंतरच सदर प्रदर्शन सुरु करण्यात यावे.
- (२०) सदर प्रदर्शनामध्ये प्राथमिक उपचार व ॲम्ब्युलन्स व फायरब्रिगेडची व्यवस्था करावी. ॲम्ब्युलन्स व फायरब्रिगेड व्यतिरिक्त इतर कोणतीही वाहने असणार नाहीत.
- (२१) सध्या कोरोना/ओमिक्रॉन विषाणु संसर्गाचा धोका वाढत असल्याने त्याअनुषंगाने योग्यती खबरदारी घेवून मास्क, सॅनीटायझर व सोशल डिस्टन्सींगचे पालन होईल याकडे काटेकोरपणे लक्ष द्यावे तसेच केंद्र शासन, राज्य शासन व मनपा तसेच शासकीय कार्यालयांचे आदेश, पोलीस आयुक्त, पुणे शहर या कार्यालयाचे आदेश व वेळोवेळी होणारे सुधारीत आदेशांचे काटेकोरपणे पालन करावे
- मा. पोलीस उपआयुक्त, वाहतूक शाखा,
पुणे शहर यांचे मान्यतेने

(ए.जी.बोत्रे)
पोलीस निरीक्षक,
वाहतूक नियंत्रण कक्ष,
अतिरिक्त कार्यभार, प्रशासन
वाहतूक शाखा,पुणे शहर

प्रत :-

प्रभारी अधिकारी, सिंहगड रोड वाहतूक विभाग, पुणे शहर

प्रत माहितीस्तव

मा. पोलीस उप-आयुक्त, विशेष शाखा, पुणे शहर

Outward No – POUPAAA/JAVAK/133/2023

**OFFICE OF DEPUTY COMMISSIONER OF POLICE
TRAFFIC DIVISION PUNE**
Bungalow No 6, Near Post Office,
Yerwada Pune
Dtd 05/01/2023

To,
SHRI AMIT DANAIT
Chief Editor and Founder
Disha Publication and Events
Organizer, Architects and Interior Designer Exhibition 2023
Mobile No 9766629033 (Shri Chetan Anand Khaladkar)\

Subject - Letter of NOC
Reference - 1. Your Letter td 04/01/2023
2. Sinhgad Road, Traffic Department bearing
Outward No 19/2022 Dtd 01/01/2023

That our office is in receipt of the letter addressed to our office for seeking permission from our office in respect of the event of exhibition for Architects, Interior Designers Dtd 2023 to be organised in between Dtd 06/01/2023 to Dated 08@01@2023 arranged by your office Disha Publications and Events, at Kodre Farms, Back to Rajyog Society, Near Lokmat Press, Sinhgad Road, Pune,

In support to the aforesaid request letter, our office has temporarily permitted you to carry out the exhibition between 06/01/2023 to 08/01/2023 from 11.00 and till evening 21.00 to be held at Kodre Farm, Behind Rajyog Society, Near Lokmat Press, Sinhgad Road, Pune, subject to the terms and conditions as stipulated herein.

Conditions –

1. There should not be the disturbance to the Public Traffic and people using pedestal ways
2. This letter shall construed, mean and referred to as NOC and shall not be construed, mean and referred to as Permission. The necessary permission should be obtained from the Police Station/Pune Municipal Corporation/Cantonment Board/and concerned required departments
3. There should not be disturbance of whatsoever nature to the societies and other establishments

4. The Traffic at the place of the exhibition shall not be closed. The precautions to be taken in such a way that the Traffic shall be conducted regularly.
5. The said Exhibition shall be closed at one of the end to Road, Chowk, and Bridge
6. The Barrickets shall be used at the place of exhibition
7. With a view to assist and not to disturb the Traffic, the permissions seeker has to make the arrange of sufficient their own voluntiers at the place of exhibition, as the permission seek has not demanded the help of traffic police
8. The sufficient parking arrangement to be made to the citizen visiting the exhibition place
9. Special precaution to be taken so that the traffic symbols should be clearly seen to the public at large and shall not be dislocated and or closed
10. The NOC is valid for the exhibition for the date and time as stated herein
11. On receipt of the complaint by the Citizen the said NOC shall stand cancelled, terminated, repudiated and/or revoked
12. The exhibition shall be started, commenced with proper in time communication and prior permission of the Traffic officers
13. At the place and time of exhibition special caution to be taken for safety measures and avoidance of the accidents. Any accident or causality happens due to unforeseen circumstances, the arranger shall be held responsible and are liable for the legal action against them.
14. At the place and time of the exhibition if any thing worst happens or any urgent uncertain Government programme for the VIP and VVIP, the said NOC shall cancelled, terminated, revoked, rescinded and/or terminated
15. The said permission should start and end within stipulated time only.
16. The paid services of the Traffic Police and Traffic Department should be obtained for the said exhibition
17. For erection of the pandol and Kaman, the proper permission should be obtained from Pune Municipal Corporation, Concerned police station having jurisdiction, Assistant Commissioner of Police Zone 1, Traffic Department
18. The Permission from the Police Department should be obtained from the concerned department in case of seeking permission for the loud speakers,
19. The exhibition should start and commence only after obtained all the required permissions from the concerned departments
20. The provision for the Ambulance, Fire brigade and First safety Aid should be arranged. No other vehicle are permissible except the ambulance and fire brigade.
21. Due to Corona/Omicron Virus and communicable diseases the special precaution and followup to be taken by using face mask, Sanitiser, adherence to Social Distancing and as per the rules and regulations and issued by the Central Government and State Government authorities and

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by the office of the Commissioner of Police from time to time and shall strictly follow the rules and regulations amended from time to time.

(A.G.BOTRE)
Inspector of Police
Traffic Control Department
Administration, Additonal Charge
Traffic Control Department, Pune City

**BEFORE THE HON'BLE ARBITRATOR PRAMOD D. AMBEKAR,
PUNE AT PUNE**

Arbitration Petition No.5 & 6/2019

Mahanagar Realtors and othersClaimants

Versus

Manik Kodre and othersRespondents

Examination-in-Chief of Claimant's witness No.4, Mr. Amit Dilip Danait, Age: 50 years, Occupation: Publisher of books and organizer of events for Architects, R/at D-1301, Kunal Aspiree, Balewadi Village Road, Near Dasera Chowk, Balewadi, Pune 411045, do hereby states on oath.

1. I did not receive summons from the Court to attend today. I received a phone call on 4th December 2023 about today's date before Arbitrator. I do not know the name of the person but he was from Court as he told me. His phone number is 8483849838. He told me to attend the hearing at Law College. He also told me to take documents with me but he did not tell me what documents should I carry. I was told to bring some documents regarding last exhibition. I asked Mr. Khaladkar and he told me to carry layout and tax invoice. I have also brought some other documents on my own. Mr. Khaladkar is my vendor. He use to supply various items required for exhibition and other events also. He might be aware of this case and therefore, I

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asked him. I did not contact any advocate. This is my first time to depose. (Witness volunteer).

2. I have completed Diploma in Marketing Management. Now, I am doing the work of book publishing for Architects and Interior Designers by the name A&I Digest since 1999. I am not architect and interior designer. I started A&I exhibition in 2003. Exhibition did not take place during 2004 to 2010. After 2010, except one year of lockdown (2021), till date I continued holding exhibition.
3. I am sole proprietor of Disha Publications and Events and the brand name is A&I Digest. I am the only person, as per my knowledge, doing the above business under the name A&I Digest. I am the decision maker for the A&I Digest exhibition.
4. Architects and Interior Designers are invited to put projects done by them from which other Architects and even visitors can learn about new projects and it is aimed to share the knowledge. Artists are invited, stalls are put up and visitors come to see the exhibition. Café and food stalls are put outside the exhibition pathway.
5. In the year 2011, the area used for the activities was approximately 1 and ½ Acre.
6. Que.: What was your requirement and estimate in the year 2022 and 2023?

Ans.: In my exhibition in 2020, 90 stalls were there and other areas for artist and other requirements. So, my minimum requirement was the same as the space required in 2020.

7. The exhibition in the year 2020 took place at Creativity Mall, Yerwada in open and closed place.

8. Que.: How you decide the venue?

Ans.: The venue persons approach me for deciding venue.

9. Que.: Who decides about the commercials?

Ans.: I decide.

10. Que.: Do you directly deal with the venue people?

Ans.: Yes (subject to objection that the question is leading question)

11. I have decided the venues for all exhibitions until now.

12. I know what permissions are required for exhibition. I obtain the permissions with the help of venue persons. Venue persons normally did not ask for any agreement. There was written MOU with Creativity and since last 2 years, there is verbal confirmation with Mr. Chetan Khaladkar (my vendor).

13. Now, I am shown the e-posters for the year 2022 and 2023 (3 posters – **Exhibit 519, 520, 521, 522 and 523**) (Respondents have no objection to exhibit all the documents produced by the witness). Kodre Lawns and Kodre Farms mentioned in the above documents is one and the same. Mr. Chetan Khaladkar has

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shown me the venue. The role of Mr. Khaladkar is to help me in exhibition and as he has the stake in letting this venue. He is having monopoly in letting this venue and supplying the items. When I visited, the venue was open land. Mr. Chetan Khaladkar told me that some part will be covered. I finalized the deal of this venue with Mr. Chetan Khaladkar. He told me that he was also shareholder in letting the venue and has a monopoly in supplying items with respect to this venue.

14. Que.: Did you meet Kodre at the time of finalizing of the deal?

Ans.: No.

15. I saw Kodre at the time of measurement of the venue. The measurement was done in mid November 2021. He is present today (Mr. Nikit Kodre). I contacted Mr. Chetan for the next exhibition going to be held in 2023.

16. Que.: Whether measurement was done prior to the exhibition in 2023?

Ans.: It was not required. (subject to objection of leading question).

17. We have taken the covered and open area for exhibition. The covered area admeasure Length 152 ft. X Width 80 ft. and open area admeasure Length 198 ft. X Width 203 ft. approximately. The same area was for the exhibition in 2022 and 2023. The exhibition layout for the year 2022 and 2023 are at **Exhibit 524 and 525**). Exhibit 524 shows length 210 ft. The Designer has mentioned this figure but when it was actually measured, it was 203 ft. It is approximate figure.

18. The venue was booked for the exhibition of the year 2022 and 2023 for 9 days. There was no written agreement. There was no written confirmation of booking the venue. I trusted the word of Mr. Chetan Khaladkar. I had to pay Rs.3,00,000- plus GST as applicable. (I do not recollect the percentage of GST for venue). I handed over the cheque to Mr. Chetan Khaladkar. I do not recollect in whose name it was drawn. The credit of GST was given to Mr. Khaladkar or the payee. I am ready to produce the invoice of Rs.3,00,000/- for 2022 exhibition.
19. Que.: How much did you pay to Mr. Chetan Khaladkar toward his personal charges?
Ld. Advocate for Respondent raised objection on the ground of relevancy as the dealing between Mr. Chetan and the witness has no bearing in the present case. The objection is sustained.
20. The booking amount was fixed at Rs.2,00,000/-. In 2023, the booking cost was Rs.6,00,000/- excluding GST. I paid the amount to Mr. Chetan Khaladkar by his firm name Khaladkar Decorators and Events. The invoice dated 8/1/2023 is at **Exhibit 526**. Another invoice dated 8/1/2023 is in respect of payment to Mr. Chetan Khaladkar for supply of exhibition items which is at **Exhibit 527**. As per my knowledge, exhibition requires police permission, traffic department permission, fire department permission. Mr. Chetan Khaladkar obtained these permissions for both the exhibitions. Today, I have brought No Objection Certificate from Police Department dated 5/1/2023, it is at **Exhibit 528**. The No Objection from Traffic Police for the year 2022 is not available with me. The Fire permission is not

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with me. It was applied for. I do not have any document to show that Fire permission was granted.

21. For the exhibition 2022, the number of visitors might be 10,000-12,000 over the period of three days and for 2023 exhibition, I think that the number of visitors might be near about 15,000 over the period of three days. There is no permission obtained as per condition no.2 of Exhibit 528.
22. Parking arrangement was made for the visitors. Parking area was outside the area mentioned in the exhibition layout i.e. Exhibit 524 and Exhibit 525. I cannot say the arrangement for number of vehicles parking. I have no document to show the compliance of other permissions as mentioned in Exhibit 528.
23. The numbers of stalls in the exhibition of 2022 were 65 and units were 151 and in 2023 exhibition, there were 96 stalls and 208 units.
24. During the exhibition and before that we posted the event on social media. The printout of the inauguration of the exhibition now shown to me, is in respect of 2023 exhibition posted on facebook, it is at **Exhibit 529**. This is my post. As per exhibit 529, the number of visitors is 55,000.

Cross-examination by Ld. Advocate Mr. Kale for Respondent Nos.1, 2, 15 and 16 declined. On the request of the Ld. Advocate, he is allowed to ask one question.

25. I have never issued any cheque in favour of Respondent Nos.1, 2, 15 and 16 with respect to the exhibition.

Cross-examination by Ld. Advocate Mr. Kale concluded.

Cross-examination of Ld. Advocate Mr. Rahul Kothari for the Respondent No.3, 4, 7 to 11.

26. I have never issued any payment in favour of Respondent No.3, 4, 7 to 11 with respect to the exhibition.

27. Except the words of Mr. Chetan Khaladkar, I have no document to show that he had monopoly in supply of items at this venue. Except the words of Mr. Chetan Khaladkar, I have no other document to show that Mr. Khaladkar is a shareholder in letting of the venue. Everything we set up for the exhibition purpose was temporary structure for exhibitions of both the years. After the exhibition was over, we restored the premises back to its original condition by dismantling the temporary structure for exhibitions of both the years.

Cross-examination by Ld. Advocate Mr. Rahul Kothari concluded.

Cross-examination of Ld. Advocate Mr. Murtaza Chherawala for the Respondent Nos.5, 6, 12, 13, 14 and 17.

28. I do not know the total area of land and geographical boundaries which are involved in this arbitration. I am not aware of the area of the land owned by Respondent Nos.5, 6, 12, 13, 14 and 17. I am not aware as to where the venue of the

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exhibition was located in the total land. I never dealt with the Kodre family for anything related to the exhibition. Unless I see the invoice for the exhibition 2022, I cannot say who was payee. It is true to say that Kodre family was not liable for obtaining the necessary permissions or license.

29. Que.: Are you aware if there is any construction on the land which was venue for the exhibition or the land which forms part of this arbitration as on date?

(Ld. Adv. Mr. Kanetkar raised objection that the witness is not on the point of construction as on today. It has come in the evidence of this witness in para no.13 and 17 that some area was covered and therefore, the witness can answer whether that covered area construction exist or does not exist as on today. Therefore, the objection overruled.)

Ans.: No.

30. Mr. Khaladkar had put up flex on the entry of the venue for exhibition.

31. Que.: Can you explain about your contention in para no.13 about Mr. Khaladkar having stake in the letting out the venue?

Ans.: Mr. Khaladkar told that he had share in letting out the venue.

32. I do not know the letting out fee paid by Mr. Khaladkar to the Kodre family. Mr. Khaladkar charged me for the venue in lump sum for all the days for both the years 2022 and 2023.

33. Que.: Did Mr. Bharat Nagori ever pressurize you not to hold the exhibition at this particular venue?

Ans.: No.

34. I was knowing Mr. Bharat Nagori earlier as he enquired as a customer for renting a stall in the exhibition. I did not meet Mr. Bharat Nagori since last 6-7 months.

35. Now, I am shown the license No.1/2023 dated 2nd January 2023, it is at **Exhibit 530**. It is permission for using loudspeaker for the exhibition of 2023. Now, I am shown the letter dated 1st January 2023 on the letterpad of Kodre Farm – Sport Center. It pertains to the exhibition of 2023. It is at **Exhibit 531**. Now, I am shown the transaction record dated 6th December 2023, it is at **Exhibit 532**. It shows my payment of Rs.7,08,000/- of venue rent to M/s. Khaladkar Decors for exhibition of 2023, which amount includes GST.

Cross-examination by Ld. Advocate Mr. Murtaza Chherawala concluded.

ROAC

Date : 6th December 2023

SD/-
Sole Arbitrator