

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

Bharat Mithalal Nagori

.....Applica

**Versus**

Maharashtra Pollution Control Board and Others

....Responden

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# 478

		Maharashtra State Agro and Rural Tourism Co-operative Federation Ltd. to the Respondent No.18		
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**Place: Pune**

**Date: 11/01/2025**

*Mihika Awate*

**Advocate for the Respondent Nos. 5 to 11**



**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.05,**

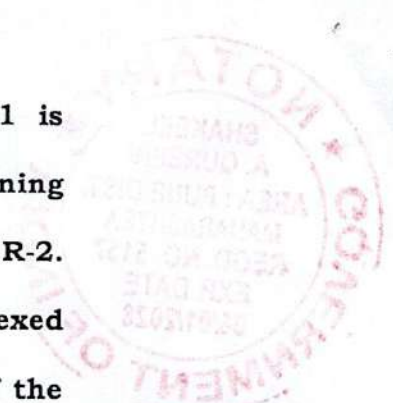
**06, 07, 08, 09, 10 AND 11**

We, Mr. Ashok Nivrutti Kodre, Age: 75, Occupation: Agriculture, Mrs. Minakshi Ashok Kodre, Age: 70, Occupation: House-wife, Mr. Nilesh Ashok Kodre, Age: 52, Occupation: Agriculture, Mrs. Vaishali Nilesh Kodre, Age: 52, Occupation: House-wife, Mr. Shailesh Ashok Kodre, Age: 48, Occupation: Agriculture, Mrs. Amrita Shailesh Kodre, Age: 44, Occupation: House-wife, and Mrs. Archana Anil Sayker, Age: 50, 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 reply by the present Respondents shall be restricted to the following lands:
  - a) An area admeasuring 33 Ares out of the total land bearing Survey No. 27, Hissa No. 1/1, owned by the Respondent No.05;
  - b) An area admeasuring 42 Ares out of the total land bearing Survey No. 27, Hissa No. 2, owned by the Respondent No. 06 and
  - c) An area admeasuring 36 Ares bearing Survey No. 31, Hissa No. 1, owned by the Respondent No. 05;

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. 27/2 is annexed herewith as Annexure R-2. The 7/12 Extract pertaining to the Survey No. 31/1 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 above-stated lands owned by the Respondent Nos. 05 and 06 are hereinafter collectively referred to as the 'said Lands'. The names of the Respondent Nos. 06 to 11 do not appear on the 7/12 extracts pertaining to any of the lands, however, the Respondent Nos. 07 and 09 are the sons of the Respondent Nos. 05 and 06, whereas the Respondent Nos. 08 and 10 are married to the Respondent Nos. 07 and 09 respectively. Further, the Respondent No. 11 is the daughter of the Respondent No.5, i.e. Mr. Ashok Nivtutti Kodre.

- 3) At the outset, we further state that we are not connected to or concerned with, in any manner whatsoever, the activities such as sports activities, playground, social gatherings, etc., carried out by the Respondent Nos. 12 to 17 on certain portion of the Survey No. 27/1/1 owned by the Respondent No. 12.
- 4) 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 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.
- 5) 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 Application.

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 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, illusory 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 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 Lands for



farming and for 'Ranmala Agro Tourism' by our Licensee, 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 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 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 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 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 certain reserved lands involved in the said Joint Venture. 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 various reserved lands. Since the Applicant and his Partners could not de-reserve the various 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. 12 to 17 terminated the said Joint Venture Agreement dated 19/05/2005. The present Respondents have supported the termination by the Respondent Nos. 12 to 17. 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 has already been filed by the Respondent Nos. 12 to 17 at Annexure R-5 along with their Affidavit-in-Reply.**



(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. 05 to 11 are only concerned with the said Lands, i.e. the portions of land out of the Survey Nos. 27/1/1, 27/2 and 31/1 owned by the Respondent Nos. 05 and 06. None of the other Respondents in the present Application, including the Respondent Nos. 12 to 17, have any right over the said Lands.

iii) On the other hand, the Respondent Nos. 12 to 17 are concerned with the following Lands:

(1) An area admeasuring 95 Ares out of the total land bearing Survey No. 27, Hissa No. 1/1, owned by the Respondent No. 12;

(2) The entire area admeasuring 1 Hectare and 21 Ares bearing Survey No. 27, Hissa No. 1/2, owned by the Respondent No. 12; and

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



The present Respondent Nos. 05 to 11 have no rights over the above-stated lands owned by the Respondent Nos. 12 and 13.

- iv) The present Respondents, vide a Leave and License Agreement dated 10/05/2018, had licensed a certain portion of the area owned by the Respondent No. 05 in 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 Respondent Nos. 12 to 17 are not involved in, concerned with or connected to 'Ranmala', in any manner whatsoever.
- v) Further, the Respondent Nos. 12 to 17 were carrying out various activities such as sports activities, playground, social gatherings, etc., on certain portion of the land owned by the Respondent No. 12. The present Respondents are not involved in, concerned with or connected to the activities being carried out by the Respondent Nos. 12 and 17. Further, the present Respondents have never carried out any activity such as sports activities, playground, social gatherings, etc. on the said Lands or other lands involved in the present Application.
- 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 Lands, and of the fact that the present Respondent Nos. 05 to 11 are not carrying out the said activities of sports ground, social gatherings, etc., as well as that the 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.
- ix) 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.
- c) 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 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 Respondents are carrying out various activities stated herein on the lands involved in the present Application. 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 Respondent Nos. 12 and 13 to carry out the activities such as playground, sports ground, social gatherings, etc., and if yes, which permission(s) have been issued. The Applicant, vide the said RTI Application dated 10/03/2023, had not requested for information pertaining to the present Respondents or 'Ranmala'. Therefore, the Applicant, on account of the Reply dated 19/04/2023 sent by the Respondent Nos. 01 and 02, did not gain any new knowledge pertaining to present Respondents or the activities being carried out on the said Lands, so as to trigger a fresh cause of action. In fact, no cause of action arose against the present Respondents on 19/04/2023. The Applicant has merely created an illusionary



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.

6) 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 Lands and 'Ranmala', for proper and complete appreciation of the issues raised in the present Application:

a) Post termination of the said Joint Venture Agreement in the year 2016, the said Lands are being cultivated by the present Respondents till today, except for the area owned by the



Respondent No. 05 in Survey No. 27/1/1, which was given on license basis to the Respondent No. 18, details of which have been given herein below.

- b) Approximately 10 years ago, the present Respondents had constructed a temporary shed admeasuring 300 sq. ft. on certain portion of the Survey no. 27/1/1, for the purpose of Cow rearing.
- c) Vide a Leave and License Agreement dated 10/05/2018, the Respondent Nos. 05 and 06 gave license of an area admeasuring 33 Ares out of the total land bearing Survey No.27/1/1 along with the shed admeasuring 300 sq. ft. standing thereon [**said Licensed Premise**], to Ranmala Agro Farms through its proprietor, Mrs. Dnyaneshwari Abhay Kudale, i.e. the Respondent No. 18 herein. The said Licensed Premise was given to Ranmala Agro Farms for a period of 03 years, from 01/04/2018 till 31/03/2021. **The Leave and License Agreement dated 10/05/2018 is submitted herewith as Annexure R-5.**
- d) On account of the lockdown imposed by the Government of India as well as the Government of Maharashtra due to the then ongoing COVID-19 Pandemic, Ranmala Agro Farms discontinued its operations from 25/03/2020 till 01/10/2021.
- e) Thereafter, the license was extended till 31/01/2024. Subsequently, vide a Leave and License Agreement dated 14/02/2024, the license was further extended till 31/01/2027.
- f) It has clearly been stated in the Recital No. 2 of the said License Agreement dated 10/05/2018, that Ranmala Agro Farms wanted to carry out the business of Agro Tourism and hence, approached the Respondent Nos. 05 and 06 for obtaining a license of the said Licensed Premise for carrying out the said business. Therefore, the business of Ranmala Agro Tourism Centre was being conducted entirely and solely by Ranmala Agro Farms and the Respondent No. 18. The present Respondents were not carrying out the said business and/ or operating the Ranmala Agro

Tourism Centre. The Registration Certificate dated 01/11/2022, issued by Maharashtra State Agro and Rural Tourism Co-operative Federation Ltd. to the Respondent No.18, is submitted herewith as Annexure R-6. .

- g) As such, Ranmala Agro Farms and the Respondent No. 18, being its proprietor, were required to obtain all licenses and permissions necessary for carrying out the said business.
- h) In conclusion, the present Respondent Nos. 05 to 11 are not the Project Proponents of the said business, i.e. 'Ranmala'. Ranmala Agro Farms is the sole Project Proponent of the said business for any and all purposes. The Respondent No. 05 is merely the owner of the said Licensed Premise.
- 7) 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 false and incorrect to the extent that the present Respondents were running a business under the name of 'Kodre Farms' on the said Lands and hence denied. As stated hereinabove, the present Respondents are not



concerned with or connected to the activities carried out by the Respondent Nos. 12 to 17 on the lands owned by the Respondent Nos. 12 to 17. Further, the present Respondents have never carried out the business of Marriage Hall, a Banquet Hall or a Restaurant on the said Lands owned by the present Respondents or the other lands involved in the present Application and the Applicant is put to strict proof thereof. The present Respondents are only concerned with the said Lands and associated with 'Ranmala', to the extent of having licensed a certain portion of the Survey No. 27/1/1 owned by the Respondent No. 05, to Ranmala Agro Farms through the Respondent No. 18 [the Project Proponent of 'Ranmala'] . It is reiterated that the Respondent Nos. 05 to 11 have not themselves carried out any operations of 'Ranmala' or were ever involved in its business. It is further clarified that 'Ranmala' was not a restaurant, but an Agro Tourism Centre operating as per the 'Agro Tourism' policy of the Government of Maharashtra.

- e) The averments of Para No. 6 are untrue and hence, denied in view of what has been stated hereinabove. The present Respondents are only concerned with the said Lands, i.e. Survey Nos. 27/1/1, 27/2 and 31/1.
- 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 Respondent Nos. 12 to 17 and the same has been supported 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 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 and/ or a gymnastic centre was ever constructed on the said Lands. It is further vehemently denied that the present Respondents were carrying out various activities such as restaurant business, holding marriage ceremonies, banquet hall, lawn, cricket ground, holding exhibitions, football matches, enclosed gym, gymnastic centre and any other public gatherings or meetings and the Applicant is put to strict proof thereof. The Applicant has also filed a Writ Petition No. 13803/2023, questioning the legality of the use of the said 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 Lands and other lands involved in the present Application and the Applicant is put to strict proof thereof. As stated herein, the present Respondents have only raised a temporary cow shed admeasuring 300 sq. ft. on the said Lands. Further, the Respondent No. 18 had raised certain



temporary structure on the said Lands for the purpose of carrying out the operations of 'Ranmala'. Furthermore, the issue that allegedly illegal construction was carried out on the said Lands and other lands involved in the present Application, 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, Village Vadgaon Khurd, Pune, 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, all the structures standing on the said Lands, viz. a cow shed admeasuring 300 sq. ft. owned by the Respondent Nos. 05 and the other structures standing on the area of Survey No. 27/1/1, owned by the Respondent Nos. 18 have been demolished by the Respondent No. 18 on 30/04/2024. The Respondent No. 04, i.e. the Pune Municipal Corporation, have not carried out any demolition work on the said Lands. The same has also been affirmed by the PMC, i.e. the Respondent No. 04 herein. As on date, there are no

structures standing on the said Lands. Further, as on date, 'Ranmala' has ceased all its operations on the said Lands.

- l) The averments in Para No. 13 pertain to 'Kodre Farms' and the present Respondents are not concerned with, connected to or involved in the said 'Kodre Farms'. Hence, the averments of Para No. 13 are denied by the present Respondents. The Applicant is put to strict proof of his allegation that the said Lands were utilized for wedding functions, exhibitions, engagement ceremonies, cricket matches, etc.
- 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 'Kodre Farms'. The supply of water to the said Lands was through a local vendor. Further, the present Respondents had created a compost pit and a soak pit on the said Lands, for disposal of the waste generated. Hence, no permission was required from the Water Supply Division, Pune Municipal Corporation. 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 pertain to the 'A & I Digest', held on certain area of the portion of the Survey No. 27/1/1 owned by the Respondent No. 12 herein. As such, the



present Respondents are not concerned with, connected to or involved in the said Exhibition in any manner whatsoever and hence, not in a position to reply to the same.

- p) The averments of Para No. 18 are denied by the present Respondents in view of the various reasons stated herein. It is reiterated that the Respondent Nos. 05 to 11 are not the Project Proponents for 'Ranmala Agro Tourism Centre' as well as, the Respondent No. 18, being the proprietor of the said 'Ranmala', was required to obtain all permissions required for carrying out the operations of 'Ranmala'. 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.
- q) The averments in Para No. 19 do not pertain to the present Respondents and hence, the present Respondents refrain from commenting on the same. The Para No. 19 pertains to an RTI Application dated 10/03/2023 made by the Applicant. The Applicant, vide the said RTI Application dated 10/03/2023, had not requested for information pertaining to the present Respondents or 'Ranmala'.
- r) The averments of Para No. 20 are untrue, incorrect and concocted and hence, denied by the present Respondents in view of the reasons stated herein. It is reiterated that the present Respondents have never carried out any activities of holding marriage/ engagement ceremonies, events etc. on the said Lands. Furthermore, the present Respondents are not concerned with or connected to any other lands except for the said Lands owned by the Respondent Nos. 05 and 06. As such, the present Respondents cannot be held liable for activities carried out by other persons and that too on lands which the present Respondents are not even concerned with.
- s) The contents of Para No. 21 are matters of record and hence, admitted.

8) 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, concocted, misleading and vehemently denied. The present Respondents are not carrying out any business whatsoever on the said Lands or any other lands involved in the present Application. Pursuantly, the present Respondents were never required to obtain any permissions such as 'Consent to Establish' and 'Consent to Operate' from the Respondent No.01.
- 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, misleading and concocted and hence, vehemently denied by the present Respondents in view of the reasons stated hereinabove. The Applicant is put to strict proof of his allegation that the Respondent Nos. 05 to 11 are carrying out activities such as holding marriage ceremonies, etc., on the lands involved in the present Application.
- e) The allegations in Para No. 22(e) have been levelled by the Applicant against the Respondent No. 02. However, the present Respondents, even though not the Project Proponents, put the Applicant to strict proof of his claim that on account of 'Ranmala', an Agro Tourism Centre, the lives of innocent citizens were at risk.
- f) The averments in Para No. 22(f) pertain to the 'A & I Digest', held on certain area of the portion of the Survey No. 27/1/1 owned by the Respondent No. 12 herein. As such, the present Respondents are not concerned with, connected to or involved in the said




Exhibition in any manner whatsoever and hence, not in a position to reply to the same.

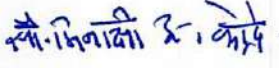
- g) The averments in Para No. 22(g) pertain to the Circular dated 24/11/2016 issued by the Respondent No. 01, laying down guidelines to be followed by Marriage Halls, Lawns and Club Houses and hence, the present Respondents are not in a position to comment on the same, on account of the various reasons stated hereinabove.
- 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 Applicant is put to strict proof of his claim that 'Ranmala Agro Tourism Centre' caused damage to the environment. Further, except for the area owned by the Respondent No. 05 in the Survey No. 27/1/1, which was given on a license basis to Ranmala Agro Farms, the area owned by the Respondent Nos.05 and 06 in the Survey Nos. 27/2 and 31/1 were never put to any commercial use and in fact, are being used for cultivation to this date.
- k) The averments in Para No. 22 sub-paras (l) and (m) do not deserve any comments.
- 9) The averments in the para pertaining to limitation are denied in toto in view of the reasons stated hereinabove.
- 10) In view of the various facts and objections raised by the present Respondents hereinabove, the Applicant has miserably failed to show

how the Respondent Nos. 05 to 11 have violated any provisions of the various acts stated in Schedule I of the said Act.

11) 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 Ashok Nivrutti Kodre, Minakshi Ashok Kodre, Nilesh Ashok Kodre, Vaishali Nilesh Kodre, Shailesh Ashok Kodre, Amrita Shailesh Kodre and Archana Anil Sayker, at Pune on this 11<sup>th</sup> day of January, 2025

  
Mr. Ashok Nivrutti Kodre

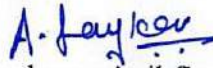
  
Mrs. Minakshi Ashok Kodre

  
Mr. Nilesh Ashok Kodre

  
Mrs. Vaishali Nilesh Kodre

  
Mr. Shailesh Ashok Kodre

  
Mrs. Amrita Shailesh Kodre

  
Mrs. Archana Anil Sayker

Before me

  
Advocate for Respondent

Nos. 05 to 11



VERIFICATION

We, Mr. Ashok Nivrutti Kodre, Mrs. Minakshi Ashok Kodre, Mr. Nilesh Ashok Kodre, Mrs. Vaishali Nilesh Kodre, Mr. Shailesh Ashok Kodre, Mrs. Amrita Shailesh Kodre and Mrs. Archana Anil Sayker, the Respondent Nos. 05 to 11, do hereby solemnly declare that whatever stated in the Paragraph Nos. 01 to 11 is true and correct to the best of our knowledge, information and belief and we believe the same to be true.

Solemnly declared at Pune on this 11<sup>th</sup> day of January, 2025.

*Ashok Kodre*

Mr. Ashok Nivrutti Kodre

*मि. मिनाक्षी अ. कोद्रे*

Mrs. Minakshi Ashok Kodre

*Nilesh Kodre*

Mr. Nilesh Ashok Kodre

*Vaishali Kodre*

Mrs. Vaishali Nilesh Kodre

*Shailesh Kodre*

Mr. Shailesh Ashok Kodre

*Amrita Kodre*

Mrs. Amrita Shailesh Kodre

*Archana Sayker*

Mrs. Archana Anil Sayker

BEFORE ME

SHAKEELA A. QURESHI  
ADVOCATE & NOTARY  
GOVT. OF INDIA DIST. PUNE  
NOTED & REGISTERED  
AT SERIAL NUMBER 031/2025

11 JAN 2025

*Dhlerawala*

Identified by me:

Before me,

Notary



## Annexure R-1



अहवाल दिनांक : 13/08/2024

महाराष्ट्र शासन

गाव नमुना सात ( अधिकार अभिलेख पत्रक )

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



गाव :- वडगांव खर्द ( 944123 )

तालुका :- हवेली

जिल्हा :- पुणे

31191371761

PU-ID : 31191371761

भूमापन क्रमांक व उपविभाग : 27/1/1

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 कोद्रे	0.31.00	1.94	0.02.00	( 1408 )	कुळाचे नाव व खंड
अ) लागवड योग्य क्षेत्र	117	विलास निवृत्ती कोद्रे	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) -							[बोजम] ( 1739 )
एकूण पो.ख. 0.04.00							[विका स सो मुदवा र रु 250000/ अशोक हि.] ( 1739 )
एकूण क्षेत्र 1.28.00							[बोजम सहकारी सोसायटी इकसस] ( 1910 )
(अ.ब)							[विका स सो मुदवा र रु 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 नमुना बारा ( पिकांची नोंदवही )

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

गाव :- वडगांव खर्द ( 944123 )

तालुका :- हवेली

जिल्हा :- पुणे

भूमापन क्रमांक व उपविभाग : 27/1/1

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	
20	संपूर्ण वर्ष	117	निर्भळ	पुदिना	0.9300		अन्य सर्व्हे नं. मधिल विहिर			
		17	निर्भळ	पुदिना	0.3100		अन्य सर्व्हे नं. मधिल विहिर			

टीप : \* सदरची नोंद मोबाइल ॲप द्वारे घेणे आलेली आहे

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."

दिनांक :- 13/08/2024

सांकेतिक क्रमांक :- 27250007031182000082024134

( नाव :- रुपाली प्रविणसिंह परिहार )

तेजाजी साठे / वडगांव खर्द :- हवेली जि :- पुणे

ता. हवेली, जि. पुणे

13-Aug-24

**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 )** Tahuka :- **Haveli** District :- **Pune**  
**Pu-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. <b>Htr.Are.Sq.mtrs</b>		<b>17</b>	<b>Ashok Nivrutti Kodre</b>	<b>0.31.00</b>	<b>1.94</b>	<b>0.02.00</b>	<b>(1408)</b>	Name of Tenant and Rent
a) Cultivable Area Non-Irrigated <b>1.24.00</b> Irrigated -		<b>117</b>	<b>Vilas Nivrutti Kodre</b>	<b>0.93.00</b>	<b>5.81</b>	<b>0.02.00</b>	<b>(1408)</b>	Other Rights:
Total Cultivable Area: <b>1.24.00</b>								Other
b) Uncultivable Area Class (A) <b>0.04.00</b> Class (B) -								- <b>(714)</b>
Total Uncultivable Area <b>0.04.00</b>								Other
Total Area (a+b): <b>1.28.00</b>								Other
Assessment <b>7.75</b>								- <b>(1588)</b>
Special Assessment -								[Encumbrance] (1739)
								[Vikas Karyakari Sahakari Society- Mundhwa Rs. 250000/-Ashok Hi.] (1739)
								[Encumbrance Cooperative Society-Barar.] (1910)
								[Vikas Karyakari Sahakari Society- Mundhwa Rs. 250000/-Ashok Hi.] (1910)
								<b>Pending Mutation: None</b>
								Last Mutation No.: 1910 dated 21/03/2018
Old Mutation Nos. (302)(411)(629)(630)(722)(781)(1578)(1587)(1588)(1739)(1740)(1873)(1891)								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 )** Tahuka :- **Haveli** District :- **Pune**  
 Survey Number and Subdivision Number: **27/1/1**

Year	Season	Khata No.	Crop Type	Name of Crop	Details of Area Under Crop			Uncultivable Land		Remark
					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

## Annexure R-2

504

अहवाल दिनांक : 13/08/2024



महाराष्ट्र शासन

गाव नमुना सात ( अधिकार अभिलेख पत्रक )

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



गाव :- वडगांव खुर्द ( 944123 )

तालुका :- हवेली

जिल्हा :- पुणे

18138290148

PU-ID : 18138290148

भूमापन क्रमांक व उपविभाग : 27/2

शेताचे स्थानिक नाव :

बरगडीचे

भू-धारणा पध्दती : भोगवटादार वर्ग -1

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	173	कल्पना माणिक कोंदे	1.02.00	6.42		( 1408 )	कुळाचे नाव व खंड
अ) लागवड योग्य क्षेत्र	552	मिनाक्षी अशोक कोंदे	0.41.00	2.58	0.01.00	( 1408 )	इतर अधिकार
जिरायत							इतर
बागायत							- ( 668 )
एकण ला.यो.	1.43.00						इतर
क्षेत्र							- ( 714 )
ब) पोट-खराब क्षेत्र (लागवड अयोग्य)							इतर
वर्ग (अ)	0.01.00						- ( 717 )
वर्ग							इतर
एकण पो.ख.	0.01.00						- ( 954 )
एकण क्षेत्र	1.44.00						इतर
(अ+ब)							- ( 973 )
आकारणी	9.00						इतर
जुडी किंवा विशेष -							- ( 1095 )
आकारणी							इतर
							- ( 1357 )
							इतर
							- ( 1371 )
							इतर
							- ( 1506 )
							प्रलंबित फेरफार : नाही.
							शेवटचा फेरफार क्रमांक : 1897 व दिनांक : 20/11/2017
							सीमा आणि भूमापन चिन्ह :
जुने फेरफार क्र.	( 415 ) ( 604 ) ( 660 ) ( 664 ) ( 714 ) ( 717 ) ( 954 ) ( 973 ) ( 1095 ) ( 1357 ) ( 1371 ) ( 1506 ) ( 1864 ) ( 1873 ) ( 1897 )						

गाव नमुना बारा ( पिकांची नोंदवही )

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

गाव :- वडगांव खुर्द ( 944123 )

तालुका :- हवेली

जिल्हा :- पुणे

भूमापन क्रमांक व उपविभाग : 27/2

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	(११)
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
					हे.आर. चौ.मी	हे.आर. चौ.मी			हे.आर. चौ.मी	
2024-25	खरीप	173*	निर्भळ	फुलकोबी	1.0200		अन्य सर्व्हे नं. मथिल विहिर			
		552*	निर्भळ	फुलकोबी	0.4200		अन्य सर्व्हे नं. मथिल विहिर			

टीप : \* सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."

दिनांक :- 13/08/2024

सांकेतिक क्रमांक :- 27250007031182000082024140

( नाव :- रुपाली प्रमिला विहारी )  
 तलाठी साक्षात :- 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)  
Pu-ID: 18138290148Taluka :- Haveli  
Survey Number and Subdivision Number: 27/2

District :- Pune

18138290148

Tenure Type: Occupant Class 1		Local Name of the Field: Bargadi					Tenancy, Rent & Other Rights
Area, Unit & Assessment	Khata No.	Name of Occupant	Area	Assessment	Uncultivable	Mutation No.	
Area Unit. Htr.Are.Sq.mtrs	173	Kalpana Manik Kodre	1.02.00	6.42		(1408)	Name of Tenant and Rent
a) Cultivable Area	552	Minakshi Ashok Kodre	0.41.00	2.58	0.01.00	(1408)	Other Rights:
Non-Irrigated 1.43.00							Other
Irrigated -							-(668)
Total Cultivable Area: 1.43.00							Other
b) Uncultivable Area							-(714)
Class (A) 0.01.00							Other
Class (B) -							-(717)
Total Uncultivable Area: 0.04.00							Other
Total Area (a+b): 1.44.00							-(954)
Assessment 9.00							Other
Special Assessment -							-(973)
							Other
							-(1095)
							Other
							-(1357)
							Other
							-(1371)
							Other
							-(1506)
							Pending Mutation: None
							Last Mutation No. 1897 dated 20/11/2017
Old Mutation Nos. (415) (604) (660) (664) (714) (717) (954) (973) (1095) (1357) (1371) (1506) (1864) (1873) (1897)							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: 27/2

Year	Season	Khata No.	Crop Type	Name of Crop	Details of Area Under Crop			Uncultivable Land		Remark
					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	
2024-25	Kharif	173*	Pure	Cauliflower	1.0200		Well in another Survey Number			
		552*	Pure	Cauliflower	0.4200		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. - 27250007031182000082024140

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

## Annexure R-3

506

अहवाल दिनांक : 13/08/2024



महाराष्ट्र शासन

गाव नमुना सात ( अधिकार अभिलेख पत्रक )

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

गाव :- वडगांव खुर्द ( 944123 )  
PU-ID : 17688645960तालुका :- हवेली  
भूमापन क्रमांक व उपविभाग : 31/1

जिल्हा :- पुणे

17688645960

भू-धारणा पध्दती : भोगवटादार वर्ग -1

शेताचे स्थानिक नाव : तळ्याचा बाग

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 कोद्रे	0.26.00	1.89	0.10.00	(415)	कुळाचे नाव व खंड
अ) लागवड योग्य क्षेत्र	172	माणिक निवृत्ती कोद्रे	1.18.00	8.56		(1408)	इतर अधिकार
जिरायत 1.44.00							इतर
बागायत -							-(660)
एकूण ला.यो. 1.44.00							इतर
क्षेत्र							-(714)
ब) पोट-खराब क्षेत्र (लागवड अयोग्य)							इतर
वर्ग (अ) 0.10.00							-(717)
वर्ग (ब) -							इतर
एकूण पो.ख. 0.10.00							-(781)
एकूण क्षेत्र 1.54.00							इतर
(अ+ब)							-(815)
आकारणी 10.45							इतर
जुडी किंवा विशेष-आकारणी							-(922)
							इतर
							-(972)
							इतर
							-(1096)
							इतर
							-(1370)
							इतर
							-(1506)
							प्रलंबित फेरफार : नाही.
							शेवटचा फेरफार क्रमांक : 1894 व दिनांक : 19/11/2017
							सीमा आणि भूमापन चिन्हे :
							जुने फेरफार क्र. (604)(660)(714)(717)(781)(815)(922)(972)(1096)(1272)(1370)(1506)(1864)(1873)(1894)

गाव नमुना बारा ( पिकांची नोंदवही )

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

गाव :- वडगांव खुर्द ( 944123 )

तालुका :- हवेली

जिल्हा :- पुणे

भूमापन क्रमांक व उपविभाग : 31/1

पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	खाता क्रमांक	पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
								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	
2024-25	खरीप	17*	निर्भळ	टोमॅटो	0.3600		अन्य सर्व्हे न. मधिल विहिर			
		172*	निर्भळ	टोमॅटो	1.1800		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 :- 27250007031182000082024142

( नाव :- रुपाली प्रविण सिंह परिहार )  
तलाठीघाटणी :- वडगांव खुर्द, 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)  
Pu-ID: 17688645960Taluka :- Haveli  
Survey Number and Subdivision Number: 31/1

District :- Pune

17688645960

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	0.26.00	1.89	0.10.00	(415)	Name of Tenant and Rent
a) Cultivable Area		172	Manik Nivrutti Kodre	1.18.00	8.56		(1408)	Other Rights:
Non-Irrigated 1.43.00								Other
Irrigated -								- (660)
Total Cultivable Area: 1.43.00								Other
b) Uncultivable Area								Other
Class (A) 0.01.00								- (714)
Class (B) -								Other
Total Uncultivable Area: 0.04.00								- (717)
Total Area (a+b): 1.44.00								Other
Assessment 9.00								- (781)
Special Assessment -								Other
								- (815)
								Other
								- (922)
								Other
								- (972)
								Other
								- (1096)
								Other
								- (1370)
								Other
								- (1506)
								Pending Mutation: None
								Last Mutation No. 1894 dated 19/11/2017
Old Mutation Nos. (604) (660) (714) (717) (781) (815) (922) (972) (1096) (1272) (1370) (1506) (1864) (1873) (1894)								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: 31/1

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		
2024-25	Kharif	17+	Pure	Tomato	0.3600		Well in another Survey Number			
		172+	Pure	Tomato	1.1800		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. - 27250007031182000082024142




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

# Annexure R-4 508

Google Maps Kodre Farm



Imagery ©2020 CNES / Airbus, Maxar Technologies, Map data ©2020 50 m

	Ashok Kodre Group
	Vilas Kodre Group
	Manik Kodre Group

# Annexure R-5 509

331/6252  
Friday, May 11, 2018  
12:11 PM

पावती

Original/Duplicate  
नोंदणी क्र. :39म  
Regn.:39M

पावती क्र.: 6531 दिनांक: 11/05/2018

गावाचे नाव: वडगांव खुर्द  
दस्तऐवजाचा अनुक्रमांक: हवल13-6252-2018  
दस्तऐवजाचा प्रकार : 36-अ-लिन्हू अँड लायसन्सेस  
सादर करणाऱ्याचे नाव: लायसेन्सार - श्री. अशोक निवृत्ती कोट्टे --

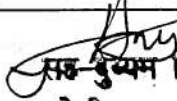
नोंदणी फी रु. 1000.00  
दस्त हाताळणी फी रु. 280.00  
पृष्ठांची संख्या: 14

एकूण: रु. 1280.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे  
12:09 PM ह्या वेळेस मिळेल.

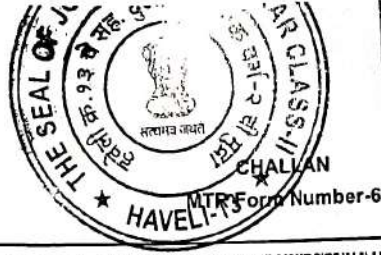
सह दुय्यम निबंधक, हवेली-13

वाजार मूल्य: रु.0/-  
मोबदला रु.63667/-  
भरलेले मुद्रांक शुल्क : रु. 5800/-

  
सह-दुय्यम निबंधक वर्ग-२  
हवेली क. १३ पुणे शहर पुणे

- 1) देयकाचा प्रकार: eChallan रकम: रु.1000/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001378809201819E दिनांक: 11/05/2018  
वैकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: By Cash रकम: रु 280/-

510



E2429	98
209C	

GRN	MH001378809201819E	BARCODE	[Barcode]		Date	09/05/2018-17:54:23	Form ID	36A
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID (If Any)				
Office Name	HVL13_HAVELI 13 JOINT SUB REGISTRAR			PAN No.(If Applicable)				
Location	PUNE			Full Name	DNYNESHWAR ABHAY KUDALE			
Year	2018-2019 One Time			Flat/Block No.	S. NO. 27/1/1 WADGAON KD			
Account Head Details		Amount In Rs.	Premises/Bullding	Area/Locality				
0030046401	Stamp Duty	5800.00	Road/Street	AREA 0.33 R 300 SHED				
0030063301	Registration Fee	1000.00	Town/City/District	PUNE				
			PIN	4 1 1 0 4 1				
			Remarks (If Any)	SecondPartyName=ASHOK NIVRUTTI KODRE-CA=36-Marketval=50000				
			Amount In	Six Thousand Eight Hundred Rupees Only				
Total	6,800.00		Words					
Payment Details	BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK				
Cheque-DD Details			Bank CIN	Ref. No.	02300042018050915097	005828486		
Cheque/DD No.			Bank Date	RBI Date	09/05/2018-17:57:30	Not Verified with RBI		
Name of Bank			Bank-Branch	BANK OF MAHARASHTRA				
Name of Branch			Scroll No. , Date	Not Verified with Scroll				

Mobile No. : 9922332590

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

*Kudale*

511



हवल - ९३		
६२५२२	९४	
२०९८		

GRN	MH001378809201819E	BARCODE					Date	09/05/2018-17:54:23	Form ID	36A		
Department	Inspector General Of Registration				Payer Details							
Type of Payment	Stamp Duty Registration Fee				TAX ID (If Any)							
Office Name	HVL13_HAVELI 13 JOINT SUB REGISTRAR				PAN No.(If Applicable)							
Location	PUNE				Full Name	DNYNESHWAR ABHAY KUDALE						
Year	2018-2019 One Time				Flat/Block No.	S. NO. 27/1/1 WADGAON KD						
Account Head Details				Amount In Rs.	Premises/Building							
0030046401	Stamp Duty			5800.00	Road/Street	AREA 0.33 R 300 SHED						
0030063301	Registration Fee			1000.00	Area/Locality	PUNE						
					Town/City/District							
					PIN		4	1	1	0	4	1
					Remarks (If Any)	SecondPartyName=ASHOK NIVRUTTI KODRE-CA=36-Marketval=50000						
					Amount In	Six Thousand Eight Hundred Rupees Only						
				6,800.00	Words							
Payment Details				BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	02300042018050915097	181292456079					
Cheque/DD No.				Bank Date	RBI Date	09/05/2018-17:57:30	10/05/2018					
Name of Bank				Bank-Branch				BANK OF MAHARASHTRA				
Name of Branch				Scroll No. , Date				80510 , 10/05/2018				

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9922332590  
 सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Validity unknown

Digitally signed by D.S. VIRTUAL TREASURER  
 MUMBAI 01  
 Date: 2018.05.11  
 12:00:14 IST  
 Reason: Signature Document  
 Location: India

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount	
1	(IS)-331-6252	0000800053201819	11/05/2018-12:00:01	IGR020	1000.00
2	(IS)-331-6252	0000800053201819	11/05/2018-12:00:01	IGR020	5800.00
Total Defacement Amount					6,800.00



हवल - १३		
६२५२	३	१२
२०१८		

// श्री गणेश प्रसन्न //

**:- लिह अॅण्ड लायसेन्स करारनामा :-**

लिह अॅण्ड लायसेन्स करारनामा आज वार गुरुवार दिनांक १० माहे मे इसवी सन २०१८ या दिवशी :-

- |  |   |             |
|--|---|-------------|
| १) श्री. अशोक निवृत्ती कोद्रे                | ) |             |
| वय व. अं. ७१, धंदा - शेती/व्यवसाय            | ) |             |
| पॅन नं. AQKPK7228A                           | ) | लिहून घेणार |
| २) सौ. मिनाक्षी अशोक कोद्रे                  | ) |             |
| वय व. अं. ६२, धंदा - गृहिणी                  | ) |             |
| पॅन नं. AQKPK7227R                           | ) |             |
| रा. - निवृत्ती हाऊस, रेल्वे ओव्हर ब्रिज जवळ, | ) |             |
| स. नं. ५२/५, मुंडवा, पुणे - ४११०३६           | ) |             |
| यांसी .....                                  | ) |             |
| रानमळा अॅग्रो फार्म्स तर्फे प्रोप्रा.        | ) |             |
| सौ. ज्ञानेश्वरी अभय कुदळे                    | ) |             |
| वय व. अं. २९, धंदा - व्यवसाय,                | ) | लिहून देणार |
| पॅन नं. EUUPK1127E                           | ) |             |
| रा. लगड मळा, राजयोज सोसायटी मागे,            | ) |             |
| सिंहगड रोड, स. नं. २५, वडगांव खु., पुणे-४१   | ) |             |

कारणे तीन वर्षासाठी लिह अॅण्ड लायसेन्स करारनामा लिहून देतो तो खालीलप्रमाणे :-

- १) **मिळकतीचे वर्णन:-** तुकडी पुणे, पोट तुकडी, ता. हवेली, मे. सह. दुय्यम निबंधक साहेब हवेली नं. १६ यांचे कार्यक्षेत्रातील व पुणे महानगरपालिका हद्दीतील गांव मौजे वडगांव खु. येथील सर्व्हे नं. २७/१/१ यांसी क्षेत्र ०१ हे २४ आर अधिक पोटखराबा ०० हे ०४ आर असे एकुण ०१ हे २८ आर यामधील लिहून घेणार नं. १ यांचे नावे असलेले ०० हे ३३ आर जागा व त्यामधील ३०० चौ. फूट या मापाचे शेड मिळकत सदर लिह अॅण्ड लायसेन्स कराराचा विषय आहे.
- २) वर कलम १ यामध्ये वर्णन केलेली मिळकत ही तुमच्या मालकी हक्काची व कब्जे वहिवाटीची असुन, सदर मिळकतीचे मालकी हक्काचे संदर्भात तुम्ही आम्हाला जी काही कागदपत्रे दाखविली त्यावरून प्रस्तुत मिळकतीची मालकी ही एकमेव तुमचीच असल्याची आम्हाला खात्री व भरंवसा



हवल - 93		
2012	08	18
2096		

झालेला आहे. तसेच आम्हाला कृषी पर्यटन (Agro Tourism) व्यवसायासाठी तात्पुरत्या कालावधीसाठी जागेची अत्यंत गरज होती व आहे. त्यामुळे आम्हाला तुमचे प्रस्तुत वर कलम १ यामध्ये वर्णन केलेली जागा व शेड मिळकत रिकामी असल्याचे समजले व ती लिव्ह लायसेन्स कराराने देणेचे आहे, याची माहिती आम्हास समजली. म्हणून आम्ही तुम्हास समक्ष येऊन तीन वर्षांच्या कालावधीसाठी सदरची जागा व शेड मिळकत लिव्ह अॅण्ड लायसेन्सने देण्याचे मान्य व कबूल केले असता तुमचे व आमचे दरम्यान ज्या महत्वाच्या करारनाम्यातील अटी व शर्ती ठरल्या त्या खालीलप्रमाणे.:

- १) सदरचा करारनामा हा दिनांक ०१/०४/२०१८ पासून सुरु झालेला असून त्याची मुदत तीन वर्षां अखेर म्हणजे दि. ३१/०३/२०२१ रोजी संपणारी आहे. मुदती अखेर आम्ही तुम्हास सदर मिळकतीचा ताबा देण्याचे मान्य व कबूल केले आहे. परंतु सदरचा करारनामा आज लिहून ठेवत आहे.
- ३) सदरच्या मिळकतीची लायसेन्स फी प्रत्येक इंग्रजी महिन्याच्या १० तारखेपर्यंत देण्याचे ठरलेले आहे. सदरच्या करारानुसार सदर मिळकतीची लायसेन्स फी ही पहिल्या वर्षासाठी म्हणजे दि. ०१.०४.२०१८ ते ३१.०३.२०१९ पर्यंत दरमहा रु. ५१,०००/- (अक्षरी रूपये एकावन्न हजार फक्त) याप्रमाणे देण्याचे मान्य व कबूल केलेले आहे व पुढील दोन वर्षासाठी म्हणजेच दि. ०१.०४.२०१९ ते दि. ३१.०३.२०२१ पर्यंत रु. ७०,०००/- (रुपये सत्तर हजार फक्त) याप्रमाणे देण्याचे आम्ही मान्य व कबूल केलेले आहे. परंतु सतत तीन महिने लायसेन्स फी थकविल्यास हा करारनामा आपोआप रद्द होईल. त्यावेळी वेगळ्या नोटीशीची गरज भासणार नाही. अशावेळी आम्ही तुम्हास सदर मिळकतीचा ताबा मूळ सुस्थिप्रमाणे व शांततापूर्वक देण्याचा आहे हे आम्हास मान्य व कबूल आहे.
- ४) सदरचे मुदतीमध्ये नंतरही लिहून देणार यांनी वर कलम १ यामध्ये वर्णन केलेल्या मिळकतीमध्ये कोणत्याही प्रकारे भाडेकरू हक्क सांगण्याचे अथवा प्रस्थापित करण्याचे नाहीत. तसेच ह्या करारनाम्यास कोणत्याही बॉम्बे रेंट अॅक्ट व तत्सम कायदे लागू होणार नाहीत. असे लिहून देणार यांनी लिहून घेणार यांस मान्य व कबूल केले आहे. मुदतीअखेर लिहून देणार यांनी लिहून घेणार यांस मिळकतीचा प्रत्यक्ष व खुला कब्जा, विनाअट, विनाशर्त अथवा इतर कोणत्याही प्रकारे हक्क न सांगता प्रत्यक्ष व खुला कब्जा देण्याचे मान्य व कबूल केले आहे. तथापि आज रोजी मिळकत ज्या सुस्थितीत आहे त्या सुस्थितीत लिहून देणार यांनी लिहून घेणार यांस मिळकतीचा ताबा देण्याचा आहे. यदा कदाचित लिहून देणार यांचे वास्तव्याच्या काळात जर काही मिळकतीचे नुकसान झाल्यास त्या नुकसान भरपाई पोटी जी नुकसान भरपाईची रक्कम असेल ती रक्कम लिहून देणार यांनी लिहून घेणार यांना वेगळी देण्याची आहे ही ह्या करारनाम्याची मुख्य अट आहे.
- ५) सदर शेड साठी एम. एस. इ. डी. सी. एल. चे लाईट कनेक्शन घेतले आहे. सदर कनेक्शन साठीचा ग्राहक क्र. चे लाईटकनेक्शन आम्ही वापरण्याचे आहे. व त्याचे येणारे

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प्रत्येक बिल आम्ही भरण्याचे आहे. ते भरणा केलेले प्रत्येक बिल तुम्हास दाखवयाचे आहे. आम्ही जर वेळेवर विजेची बिले भरली नाहीत तर तुम्ही आमचा लाईट पुरवठा बंद करण्याचा अधिकार तुम्हांस आहे. परंतु जागा सोडतेवेळी शेवटच्या दिवसापर्यंत वापरलेले युनिटचे संपूर्ण लाईट बिल आम्हीच भरण्याचे आहे. त्याची तोशीष तुम्हांस लागू देणार नाही. त्याबद्दल आमची तक्रार असणार नाही. सदर मिटर बदल दंड अगर गुन्हा झाल्यास त्याची सर्वस्वी जबाबदारी आमची राहिल त्याची तोशीष तुम्हांस लागू देणार नाही.

- ६) पुणे महानगरपालिके अथवा स्थानिक स्वराज्य संस्था यांचे सर्व जे काही मिळकत कर, पाणीपट्टी इ. जी देयके असतील ती सर्व देयके लिहून देणार आम्ही आमचे स्वतःच्या पैशाने भरून पूर्ण करण्याचे ठरलेले आहे.
- ७) तसेच व्यवसायासाठी सरकारी, निमसरकारी, स्थानिक संस्थांचे व पुणे महानगरपालिका यांचे व्यवसायासंबंधी व जागेसंदर्भात जे काही कर लागू होतील ते कर तसेच व्यवसाय कर, त्यासाठी लागणारे परवाना फी ही लिहून देणार यांनीच भरण्याची आहे. धंदा चालविण्यासाठी आवश्यक असणारी लायसन्स लिहून देणार यांनी काढावयाची आहे, व त्याचे मुदतीअखेर नुतनीकरणही करण्याचे आहे.
- ८) सदर मुदतीमध्ये लिहून देणार यांनी सदर शेड मिळकत स्वतःचे व्यवसायासाठी सदर मिळकतीचा वापर करणेचा आहे. सदर मिळकत आम्ही परस्पर ति-हाईत इसमास अगर संस्थेस वापरण्यास देण्याची नाही. तसेच तुमचे मालकीची सदरची मिळकत ही आम्ही कोणत्याही जडजोखमीत गुंतविणार नाही तसेच सदर मिळकतीच्या सुरक्षिततेसाठी आम्ही विमा उतरवून घेवू आग किंवा तत्सम नुकसान झाल्यास त्याची सर्वस्वी जबाबदारी आमची राहिल. सदर मिळकत आम्ही कोणासही तारण देवून कर्ज काढणार नाही.
- ९) आमचेकडून तुमचे जागेतील इतर व्यवसायास अगर कोणत्याही शेजाऱ्यास कोणत्याही प्रकारे त्रास होणार नाही याची दक्षता व काळजी आम्ही घेण्याची आहे. तसेच ही मिळकत सुस्थितीत ठेउन आपली स्वतःची आहे असे समजून वापरावयाची आहे. थोडक्यात मिळकत सुस्थितीत ठेवण्याचे आहे आणि मिळकतीत अंतर्गत कोणतेही फेरबदल करण्याचे नाहीत ही या करारनाम्याची मुख्य अट आहे.
- १०) आजपासून लिहून घेणार व लिहून देणार यांचे दरम्यान लायसेन्सॉर व लायसेन्सी हे नाते निर्माण झाले असून, ते मुदतीअखेर संपुष्टात येणार आहे. आज रोजी सदर मिळकतीचा प्रत्यक्ष व खुलाताबा लायसेन्सी यांना दिला आहे. त्याचप्रमाणे प्रस्तुतचे दस्ताची मूळ प्रत ही लिहून घेणार यांचेकडे राहणार असून त्याची सत्य प्रत मिळाल्यावर लिहून देणार यांनी लिहून घेणार यांस मुळ



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दस्तांवर मिळाल्याची पोहोच देण्याचे मान्य व कबुल केलेले आहे.

- ११) सदरचे करारनाम्याची मुदत संपल्यावर अगर सदर करारनाम्यातील शर्तीचा भंग केल्यामुळे सदर करारनामा संपुष्टात आल्यावर आमची सदर मिळकतीचा मुळ स्थितीप्रमाणे ताबा आम्ही तुम्हास देण्याचा आहे. याप्रमाणे जर आम्ही तुम्हांस सदर मिळकत तुमचे ताब्यात दिली नाही तर तुम्हांस सदर मिळकत तुमचे ताब्यात देण्यासाठी कोर्ट कारवाई शिवायही सदर मिळकतीचा ताबा घेण्याचा हक्क व अधिकार आहे हे आम्ही मान्य व कबूल करीत आहोत.
- १२) तसेच सदर मिळकत इतरांना परस्पर तबदिल करण्याचे नाही, हे सुध्दा मान्य व कबुल आहे. तसेच सदर मिळकतीमध्ये आम्ही कोणतेही स्पोटक, हानिकारक अथवा ज्वालाग्रही वस्तू ठेवण्याच्या नाहीत. व्यवसायाबद्दल कोणत्याही परिणामाची, नुकसानीची व तुमचे मानसिक त्रासाची सर्वस्वी जाबादारी आमचेवर राहिल. त्याबद्दल तोषीस तुम्हास लागू देणार नाही. सदर मिळकतीमध्ये आम्ही करीत असलेल्या व्यवसायाची केव्हाही पहाणी करण्यासाठी तुम्हास आमच्या परवानगीची आवश्यकता राहणार नाही.
- १३) मुदती अखेर प्रस्तुत करारनामा संपुष्टात येणार आहे याची जाणीव आपणा दोघा उभयतांनाही आहे व आपण ती मान्य व कबूल केलेली आहे.
- १४) सदर मिळकतीचा ताबा आम्ही तुम्हांस देतेवेळी सदर मिळकतीची नासधुस तोडफोड झाली असल्यास त्याची दुरुस्ती करून, रंगरंगोटी वगैरेचे काम करून आम्ही तुम्हांस देण्याचे आहे.
- १५) सदरच्या मिळकतीचे प्रस्तुतचे लिव्ह अँड लायसेन्स कराराचे मुदतीपुर्वीच तुम्हांस जागेची आवश्यकता वाटल्यास तसेच आम्हांसही मुदतापुर्वी जागा सोडावयाची असल्यास एकमेकांनी दोन महिने अगोदर लेखी सूचना देण्याची आहे.
- १६) सदर जागा व शेड मिळकतीत जाणेयेण्यासाठी ठेवलेल्या समाईक रस्त्याचा वापर आम्ही समाईकात करण्याचा आहे. सदर रस्त्याचे वहिवाटीस कोणीही हिल्ला हरकत केल्यास त्याचे निवारण तुम्ही करून देण्याचे आहे. परंतु सदर रस्त्याचे वहिवाटीस इतरांना अडथळा होईल असे कोणतेही कृत्य आम्ही करण्याचे नाही.
- १७) स्टॅम्प ड्युटीसाठी - सदरची जागा व शेड मिळकत पुणे महानगरपालिका हद्दीतील गांव मौजे वडगांव खु. येथील सर्व्हे नं. २७/१/१ मधील असून ही ३ वर्षासाठी व्यवसायीक वापरासाठी लिव्ह अँड लायसेन्स काराने दिलेली असल्याने सदर करारास रु. ५,८००/- चा मुद्रांक व रु. १,०००/- नोंदणी फी दिलेली आहे.

येणेप्रमाणे हा तीन वर्षासाठी लिव्ह अँड लायसेन्स करारनामा आम्ही आमचे राजीखुषीने, अवकल

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हुशारीने, संमतीने व समजुतीने केलेला आहे. साक्षीदारांसमक्ष लिहून दिला असून, तो आमचेवर व आमचे वालीवारसांवर बंधनकारक आहे राहिल.

येणेप्रमाणे सदरचा लिह अॅण्ड लायसेन्स करारनामा असे.

साक्षीदार

१)

सही

नाव

अभय कुपळे

पत्ता

५७ गाव खु. पुणे

२)

सही

नाव

नितेश अशोक कोद्रे

पत्ता

कुंवा, पुणे - ३६.



A. Kudale



सौ. ज्ञानेश्वरी अभय कुदळे  
रानमळा अॅग्रो फार्मर्स तर्फे प्रोप्रा.

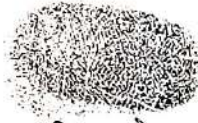
- लिहून देणार -



N. Kodre



१) श्री. अशोक निवृत्ती कोद्रे



M. Minakshi A. Kodre



२) सौ. मिनाक्षी अशोक कोद्रे

- लिहून घेणार -

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.  
RECEIPT

MAHANTARAN

SP/1104/0515

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Date: 27/02/2018

Collection Centre

014677608-Office of Executive Engineer PAVATI DIV

Name of Circle

BU-PC:4577-2

Consumer No.

:170853938010

Received From

The sum of ₹ (In Words) HUNDRED EIGHT THOUSAND TWENTY NINE ONLY

₹

By

CASH

Dated: 27/02/2018

Bank Name

IFSC Code

For M.S.E.D. Co. Ltd.

SERVICE CONNECTION CHARGES-Rs. 1500/- First S.D-Rs. 2800/- PROCESSING fee

Registered Office: G-5, Pankajghar, Khar Marg, Bandra (E), Mumbai-400 051

Purpose Of Connection : Commercial



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Maharashtra State Electricity Distribution Co. Ltd.



Firm Quotation/Demand Note

To  
 ASHOK NIYRUTTI KODRE  
 S NO 26/1 KODRE WASTI WADGAN KH PUNE PUNE  
 Pin code : 411041

Application Number: 12827003      Application Date : 23-Feb-2018      F1-Register Number  
 Consumer Number : 170853938010      Service Type : New Connection (Permanent)  
 Type Of Supply : LT-SUPPLY      Supply Phase : SINGLE PHASE  
 Purpose Of Connection : Commercial  
 Zone : PUNE ZONE      Circle : RASTAPETH (U) CIRCLE      Division : PARVATI DIVISION  
 Subdivision : WADGAON SUB-DN.      Billing Unit : 4677      Processing Cycle : 2  
 DTC Code : 4677544      Requested Load : 2.0 KW      Contract Demand : 2.0 KVA  
 Estimate Number : 12827003      System Generated Estimate Number : 8947562      Dated : 23-Feb-2018  
 Sanctioned Details : AE/KWADI/T/831 DT 22-02-2018      Sanctioned Date : 23-Feb-2018

Estimate/Firm Quotation Details		
Cost Head	Cost Head Description	Amount
03	FIRST SECURITY DEPOSIT	2000.00
02	SERVICE CONNECTION CHARGES	1500.00
25	PROCESSING FEE	50.00
32	GOODS AND SERVICE TAX	279.00
Total Amount :		3829.00

PO 2/19/1005/3333/467

Message : Valid up to 23-Mar-2018 , Pay by Cash/DD/Pay order/Online, no cheques will be accepted.

Supervision Charges @ 1.3 % of Estimate Amount is payable by Consumer in case of work done by Consumer.

*[Signature]*  
 ASSISTANT ENGINEER  
 Signature with Official Seal

519

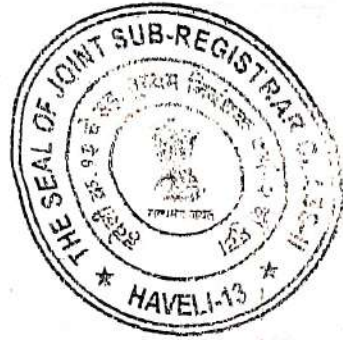


हवल - १३		
२२५२	१०	१४
२०१८		



हवल - १३	
६२५२	११/१४
२०१८	

521



हवल - 93		
E242	92	98
2096		

# 522

331/6252

शुक्रवार, 11 मे 2018 12:11 म.नं.

दस्त गोषवारा भाग-1

हवल13

92198

दस्त क्रमांक: 6252/2018

दस्त क्रमांक: हवल13 /6252/2018

बाजार मुल्य: रु. 00/-

मोबदला: रु. 63,667/-

भरलेले मुद्रांक शुल्क: रु.5,800/-

दु. नि. सह. दु. नि. हवल13 यांचे कार्यालयात

पावती:6531

पावती दिनांक: 11/05/2018

अ. क्र. 6252 वर दि.11-05-2018

सादरकारणाचे नाव: लायसेन्सार - श्री. अशोक निवृत्ती कोद्रे - -

रोजी 11:48 म.पू. वा. हजर केला.

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 280.00

पृष्ठांची संख्या: 14

दस्त हजर करणाऱ्याची सही:

एकुण: 1280.00

मह दुय्यम निबंधक, हवेली-13

मह दुय्यम निबंधक, हवेली-13

दस्ताचा प्रकार: 36-अ-लिव्ह अॅड लायसन्सेस

मुद्रांक शुल्क: Stamp Duty at 0.25 per cent on sum of rent payable for the period of agreement and the amount of non-refundable deposit and interest calculated at the rate of 10 per cent per annum on the refundable deposit will be charged throughout the state.

शिक्का क्र. 1 11 / 05 / 2018 11 : 48 : 56 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 11 / 05 / 2018 11 : 49 : 43 AM ची वेळ: (फी)





11/05/2018 12:14:36 PM

दस्त गोपवारा भाग-2

हवल13

9898

दस्त क्रमांक:6252/2018

दस्त क्रमांक :हवल13/6252/2018

दस्ताचा प्रकार :-36-अ-लिह्व अँड लायसन्सेस

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:लायसेन्सार - श्री. अशोक निवृत्ती कोद्रे - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: निवृत्ती हाऊस, रेल्वे ओव्हर ब्रिज जवळ, स. नं. 52/5, मुंबवा, पुणे, महाराष्ट्र, पुणे. पॅन नंबर:AQKPK7228A	लायसेन्सार वय :-71 स्वाक्षरी:- <i>[Signature]</i>		
2	नाव:लायसेन्सार - सौ. मिनाक्षी अशोक कोद्रे - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: निवृत्ती हाऊस, रेल्वे ओव्हर ब्रिज जवळ, स. नं. 52/5, मुंबवा, पुणे, महाराष्ट्र, पुणे. पॅन नंबर:AQKPK7227R	लायसेन्सार वय :-62 स्वाक्षरी:- सौ. मिनाक्षी कोद्रे		
3	नाव:लायसेन्सी - रानमळा ऍग्रो फार्मर्स तर्फे प्रोप्रा. सौ. ज्ञानेश्वरी अभय कुदळे - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: लगड मळा, राजयोज सोसायटी मागे, सिंहगड रोड, स.नं.25, वडगांव खु., पुणे, महाराष्ट्र, पुणे. पॅन नंबर:EUUPK1127E	लायसेन्सी वय :-29 स्वाक्षरी:- <i>[Signature]</i>		

वरील दस्तऐवज करून देणार तथाकथीत 36-अ-लिह्व अँड लायसन्सेस चा दस्त ऐवज करून दिल्याचे कवुल करतात.  
शिक्षा क्र.3 ची वेळ:11 / 05 / 2018 11 : 52 : 02 AM

ओळख:-

सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री. रामकिसन मुरलीधर वखरे - - वय:42 पत्ता:जाधवनगर, नांदेड, ता. हवेली, जि. पुणे पिन कोड:411041	<i>[Signature]</i> स्वाक्षरी	

प्रमाणित दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

ह-दुय्यम निबंधक वर्ग-2 हवेली क्र.93

शिक्का क्र.4 ची वेळ:11 / 05 / 2018 11 : 52 : 33 AM

शिक्का क्र.5 ची वेळ:11 / 05 / 2018 11 : 52 : 53 AM नोंदणी पुस्तक 1 मध्ये

ह-दुय्यम निबंधक, हवेली-13

EPayment Details.

पहिले नोंदणे पुस्तकाच्या

.....E 242..... नोंदणी

ह-दुय्यम निबंधक वर्ग-2 हवेली क्र.93

99/14 /2098

sr. Epayment Number  
1 MH001378809201819E

Defacement Number  
0000800053201819

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For feedback, please write to us at feedback.isarita@gmail.com

6252 /2018



## LEAVE AND LICENCE AGREEMENT

This agreement of Leave and License is executed at Pune on this Thursday, 10<sup>th</sup> day of MAY, 2018.

### BETWEEN

**(1) SHRI ASHOK NIVRUTTI KODRE**

Age about 71 years, Occupation –Agriculture/ Business  
PAN No. AQKPK7228A

**(2) MRS. MEENAKSHI ASHOK KODRE**

Age about 62 years, Occupation - Housewife  
PAN No. AQKPK7227R  
Residing at - Nivrutti House, Near Railway Over Bridge,  
Survey No 52/5, Mundhwa, Pune - 411016

- "The Licensee"

### AND

**RANMALA AGRO FARMS through  
PROPREITOR**

**MRS. DNYANESHWARI ABHAY KUDALE**

Age about 29 years, Occupation - Business  
PAN No. EUUPK1127E  
Residing at - Lagadmala, Behind Rajyog Society,  
Sinhgad Road, S No 25, Vadgaon Khurd, Pune - 411041

- "The Licensor"

**NOW THIS LEAVE AND LICENSE AGREEMENT FOR THE PERIOD OF THREE YEARS WITNESSETH AND IT IS HEREBY EXECUTED BY THE LICENSOR TO LICENSEE AS FOLLOWS.**

- 1) **Description of the Property** – All that piece and parcel of the land admeasuring 00 Hector 33 R and Shed Like Structure admeasuring 300 sq.fts out of the total land admeasuring 01 Hector 24 R and Pot Kharaba admeasuring 00 H 04 R aggregating to 01 Hector 28 R bearing S No 27/1/1 situate at Village Vadgaon Khurd, Taluka Haveli, District Pune within the limits of the Sub Registrar Haveli No 16 and also within the limits of the Pune Municipal Corporation Pune, which is the subject matter of this leave and license agreement.
- 2) The property as stated in Para No 1 is owned and possessed by you as well as you have shown all the title documents pertaining to the said Licensed Premise and the we are convinced by the same that the ownership of the License Premise is solely with the Licensor. We were and are in extreme need of a land on a temporary basis for our business of “Agro Tourism”. We came to know that the land and shed described in Para 1 hereinabove is vacant. and we also were informed that the same was sought to be given on Leave and License basis. Hence we met you in person and agreed and accepted to take the land and shed described in Para 1 hereinabove on Leave and License basis for a

period of 3 years. The important terms and conditions agreed between you and us are under provided herein.

- 1) The present Agreement has commenced from 01/04/2018 for a period of 3 Years commencing, i.e. it shall come to an end on 31/03/2021. We have accepted and agreed to handover the possession of the Licensed Premise to you at the end of the term. However, we have today reduced into writing this Agreement.
- 3) It has been agreed that the License Fee shall be paid by the 10<sup>th</sup> date of each English calendar month. It has been agreed and accepted that as per this Agreement, the license fee for the first year i.e. from 01.04.2018 till 31.03.2019 shall be Rs 51,000/- ( Rupees Fifty One Thousand Only ) per month, and we have agreed and accepted that for next 2 years, i.e. from 01.04.2019 till 31.03.2021 it shall be Rs 70,000/- (Rupees Seventy Thousand Only ). It is further agreed that if the License fees have not been paid for Three consecutive months, then this agreement shall automatically stand terminated. There is no requirement for a notice for such termination. Further we have agreed and accepted that under such circumstances, we shall handover the vacant and peaceful possession of the Licensed premises to you in its original condition.
- 4) That within or after the period of the License, the Licensee shall not claim and create any tenancy rights. This Agreement shall not be affected by the provisions of Bombay Rent Act and other provisions of the law . And is agreed upon by the Licensor to the Licensee. After efflux of time, unconditionally and without claiming any right, the Licensor shall handover the actual and possession of the property to Licensee and the Licensor has agreed to handover the actual and vacant possession of the property to the Licensee. Similarly, the Licensor shall handover the vacant and peaceful possession of the property to the Licensee. If any damage cause to be done to the property under such circumstances the additional damages shall be paid by the Licensor to the Licensee and is the important condition of this License Deed
- 5) That separate M.S.E.D.C.L electricity connection is obtained for the said Shed. The connection bearing Consumer No ..... Shall be used by us and every monthly bill arising thereof shall be paid by us. Every bill which has been paid shall be shown to you. If we do not pay the bills on time, then you have the right to shall cut off our electricity supply. However, at the time of vacating the Licensed premises, we shall pay the light bill for all units consumed by us till the last day. We shall indemnify you for the same. There will be no complaints for the same. We shall bear the sole responsibility for any penalty or offence done in respect of the electricity meter and shall indemnify you for the same.
- 6) It has been agreed that all the local and property taxes, etc. of the Pune Municipal Corporation and the Local body shall be paid the Licensor us by using our own money.
- 7) The Government, Semi Government and Local Bodies and PMC taxes in respect of the land and business and professional taxes and Permit fees shall be paid by the Licensor. The Licensor shall obtain the requisite License to commence his business and shall be renewed by the Licensor.

- 8) During the license period, the Licensee will use the said shed for their business. We shall not directly give the licensed premise to any third party or organization for their use. We shall not put the licensed premise owned by you at any risk and we shall take insurance of the License Premise. Further, we shall take full responsibility to safeguard the License Premise against in case of fire hazards. We will not mortgage the said licensed premise.
- 9) We shall ensure and take care that in any manner whatsoever we do not disturb any activities being carried out by you on the premises or any neighbour. We shall maintain the property and shall use the property as if it's our own. In short, it is the main condition of this present Agreement that the property should be maintained and no internal modification shall be carried out on the property.
- 10) A relationship of Licensor and Licensee has been created between the two parties today and it shall come to an end on the expiry of the term. The actual and free possession of the said Licensed Premise has been handed over to the Licensee today. The original of the present Leave and License Agreement shall be retained by the Licensor whereas the Licensee, upon receipt of a true copy of the present Leave and License Agreement, has agreed and accepted to give an acknowledgement of receipt of such true copy on the original copy of the present Leave and License Agreement.
- 11) After the expiry of the term on this Agreement or on termination of this Agreement on account of breach of any of its terms, we shall hand over possession of the said Licensed Premise to you in its original condition. Accordingly, we agree and accept that if we do not hand over possession of the said Licensed Premise to you then you have the right to get hand over of the possession of the said Licensed Premise without approaching the Court.
- 12) We also agree and accept that the said Licensed Premise shall not directly be transferred to others. We shall not store any explosive, harmful or flammable items at the said Licensed Premise. We shall solely be responsible for any consequences, damages and your mental stress related to the business. You shall be indemnified against the same. You do not need our permission to inspect at any time the business being carried out by us on the said Licensed Premise.
- 13) We both the parties are aware that the present Agreement shall come to an end on the expiry of the term and we have agreed and accepted the same.
- 14) If at the time of us handing over the possession of the said Licensed Premises to you, the said Licensed Premises is in a ruined or destroyed state, then we shall undertake such repairment works, painting works, etc., and then handover the possession to you.
- 15) In the event you require the said Licensed Premise prior to the expiry of the License Term or we wish to vacate the said Licensed Premise prior to the expiry of the License Term, then such party is required to serve a 2-months' written Notice on the other party.
- 16) We are going to use the common road available for the purpose of accessing the said Land and Shed. In the event anyone obstructs the

possession of the said common road, it shall be the responsibility of you to resolve any such issue. However, we shall not do any act which shall obstruct the use of the road by others.

- 18) **Stamp Duty** – Since the present Licensed Premise bearing Survey No. 27/1/1 is situated at Village Vadgaon Khurd, within the limits of the Pune Municipal Corporation and has been given for a period of 3 years for the purpose of carrying out business by way of a Leave and License Agreement, an amount of Rs. 5,800/- has been paid as Stamp Duty and an amount of Rs. 1,000/- has been paid as Registration Fees.

Accordingly, we have entered into this Leave and License Agreement for 3 years willingly, with a sound mind, mutually and having understood it. The Agreement being executed before the witnesses, it shall be binding on us and our legal heirs. Accordingly this Leave and License Agreement.

**Witnesses:**

(1)

Signature: Sd.

Name : Abhay Kudale

Address : Vadgaon Khurd, Pune

(2)

Signature: Sd.

Name: Nilesh Ashok Kodre )

Address : Mundhwa, Pune – 36 )

Sd.

**Sou. Dyaneshwari Abhay Kudale**

Ranmala Agro farms through

Proprietor

-Licensor-

Sd.

**1) Shri. Ashok Kodre**

Sd.

**2) Sou. Minakshi Kodre**

-Licensee-



# महाराष्ट्र राज्य कृषी आणि ग्रामीण पर्यटन सह.महासंघ मर्या. (मार्ट)

रजि.नं.एचओ/पीएमए/ओ/२२-०९/सन २००९ दि. ०९/०२/२००९

## महाराष्ट्र राज्य कृषी पर्यटन विस्तार योजना

४३४, अनुश्री हार्डटस, पहिला मजला, तहसिलदार कचेरीसमोर, शिवाजी रोड, शुक्रवार पेठ, पुणे

महाराष्ट्र कृषी पर्यटन विस्तार योजने अंतर्गत कृषी पर्यटन योजना  
राबविण्याकरिता कृषी पर्यटन केंद्रासाठी 'नोंदणी प्रमाणपत्र' (संलग्नीकरण)

प्रमाणित करण्यात येते की, **सौ.ज्ञानेश्वरी अमथ कुदळे**

यांना महाराष्ट्र राज्य कृषी ग्रामीण पर्यटन सहकारी महासंघ मर्या. (मार्ट), पुणे यांचेकडे अटी व शर्तीस अधिन राहून संलग्नीकरण नोंदणी करण्यात आली आहे. सदर नोंदणी आजपासून तीन वर्षाकरीता वैध राहिल.

प्रमाणपत्राची मुदत व तपशील पुढीलप्रमाणे :

कृषी पर्यटन केंद्राचे नांव : रानमळा अॅग्रो टुरिझम

ठिकाण : स.नं. २६, वडगाव खुर्द लगड मळा, सिंहगड रोड जि.पुणे.

नोंदणी क्रमांक : G-251/06/18-19

एकूण खोल्यांची संख्या : -- (एक दिवसीय सहल ) बिछांच्याची संख्या : .....

प्रमाणपत्र मुदत तीन वर्षे : दिनांक : 01/11/2022 ते दिनांक : 31/10/2025

**वाळासाहेब बराटे**  
(श्री.वाळासाहेब बराटे)  
अध्यक्ष



**विजय झोळ**  
(अॅड. विजय झोळ)  
संचालक व सचिव

दिनांक : 01/11/2022

आधिकारित स्वाक्षरी मार्ट

## **Maharashtra State Agriculture and Rural Tourism Co. Federation Ltd. (MART)**

Reg. No. HO/PMA/O/22-09/Year 2009 d. 09/02/2009

### **Maharashtra State Agro Tourism Vistar Yojana**

434, Anushree Heights, 1<sup>st</sup> Floor, Opposite Tehsildar Office, Shivaji Road, Sukar Peth, Pune

#### **Certificate of Registration (Affiliate) of Agro Tourism Centre for implementing Agro Tourism Scheme under Maharashtra Agro Tourism Vistar Yojana**

It is certified that Mrs. Dnyaneshwari Abhay Kudale

has registered as affiliate with the Maharashtra State Agriculture Rural Tourism Cooperative Federation Ltd. (MART), Pune subject to the terms and conditions. The said registration from shall remain valid for three years from today.

The duration and details of the certificate are as follows:

Name of Agricultural Tourism Center: Ranmala Agro Tourism

Place: S.No. 26, Vadgaon Khurd Lagada Mala, Sinhagad Road Dist. Pune

Registration number: G-251/06/18-19

Total No. of Room : -- (One day trip)

Number of Beds: .....

Certificate Term Three Years : Date: 01/11/2022 to Date: 31/10/2025

Sd.

Sd.

Balasaheb Barate

Adv. Vijay Jhol

President

Director and Secretary

Date: 01/11/2022